

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD MEETING**

Tuesday, July 24, 2018 at 6:00pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

AMENDED 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 – July 10, 2018 Regular Meeting (Recommend Approval)
July 17, 2018 Study Session Meeting (Recommend Approval)
- b. Bills -
 - General Fund \$ 42,112.29
(Recommend Approval)

Gourdie-Fraser	
Developer's Escrow Fund – Storm Water Reviews	\$ 1,700.00
Developer's Escrow Fund – Utility Plan Review, Oversight & Closeout	17,831.75
Utility Receiving Fund	36,320.00
Park Funds/DNR Trust Fund	2,286.00
Total	\$ 58,137.75
(Recommend Approval)	

- c. MTT Update (Receive and File)
- d. Consideration of Resolution 2018-16-T(c), a resolution to schedule a Public Hearing on Special Assessment Roll for Eaglehurst Drive for August 14th, 2018 (Recommend Approval)
- e. Letter requesting the addition of a Community Police Officer for Garfield Township (Recommend Approval)

4. Items Removed from the Consent Calendar

5. Correspondence

6. Reports

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

7. Unfinished Business

- a. Public Hearing – Amended and Restated Ordinance No. 18 – Payment in Lieu of Taxes
- b. Special Assessment Policy
- c. PD 2018-76 – Public Hearing - An Ordinance to designate an enforcing agency to discharge the responsibility of the Charter Township of Garfield located in Grand Traverse County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended
- d. Consideration of Resolution 2018-24-T, a resolution to manage Floodplain Development for the National Insurance Program

8. New Business

- a. Consideration of Tower Space Lease Agreement between Charter Township of Garfield and the Grand Traverse County Road Commission.
- b. Consideration of Resolution 2018-21-T, a resolution to enter into a contract with Consumers Energy Company of Jackson Michigan for furnishing lighting service for General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge within the Township of Garfield for 1 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofor submitted to and considered by this Board.
- c. Consideration of Resolution 2018-22-T, a resolution to enter into a contract with Consumers Energy Company of Jackson Michigan for furnishing lighting service for General Unmetered Experimental Lighting Rate GU-XL within the Township of Garfield for 1 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofor submitted to and considered by this Board.
- d. Consideration of Resolution 2018-23-T, a resolution to authorize Consumers Energy Company to make changes in the lighting services as provided in the Standard Lighting Contract between the Company and the Township of Garfield, dated 3/1/2017, in accordance with the Authorization for Change in Standard Lighting Contract dated _____, heretofor submitted to and considered by this Board.
- e. Discussion regarding the Board to have a copy of all attorney's opinions for any long term contracts entered into on behalf of the Township

f. **Public Comment**

g. **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
July 10, 2018**

Vice Chair Molly Agostinelli called the Town Board Meeting to order on July 10, 2018 at 6:00 p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan.

Pledge of Allegiance

Roll Call of Board Members

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

Absent and Excused: Chuck Korn

Staff members Present: Rob Larrea

1. Public Comment (6:01)

None

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

Duell asked to discuss attorney letters of opinion under Other Business.

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

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

3. Consent Calendar (6:02)

a. Minutes

June 26, 2018 Regular Meeting (Recommend Approval)

b. Bills

**General Fund
(Recommend Approval) \$147,089.53**

c. Building Department Permits May 1 through June 30 (Receive and File)

d. Consideration of Amended and Restated Ordinance No. 18 – Introduce and schedule for Public Hearing on July 24, 2018 (Recommend Approval)

Blood Law declared a conflict with the bills but Board members did not see a problem with her voting on the matter.

Walters asked to remove the minutes of June 26, 2018.

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

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

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

a. Minutes – June 26, 2018

Walters said that the minutes should be corrected to show that the last sentence in item 6.b. should read “Board members discussed that Korn and Walters meet with Northflight once per quarter . . .”

Walters moved and Schmuckal seconded to approve the minutes of June 26, 2018 as amended.

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

5. Correspondence (6:05)

a. Grand Traverse Conservation District – June Report

b. Email from Katie Grzesiak regarding Reunite Families Now

6. Reports

a. Sheriff’s Report (6:05)

No report

b. Clerk’s Report (6:05)

McManus talked about her new voting machine which counts absentee ballots at the rate of 100 per minute. The Parks Fund is over budget due to some grant funding from last year and budget amendments will be done.

c. County Commissioner’s Report (6:08)

None

7. Unfinished Business

a. Public Hearing PD 2018-67 – Proposed amendment to Sec. 322 – C-P Planned Shopping Center – Consideration of Resolution 2018-19-T, a resolution to amend the Charter Township of Garfield Ordinance No. 68 (Zoning Ordinance) (6:08)

Agostinelli opened the Public Hearing at 6:09 p.m.

Ken Patterson, attorney on behalf of Schostak Brothers, spoke regarding the changed retail market. He spoke about the UHaul model and said it is a successful model for revitalizing retail space. He stated that the proposed amendment is inadequate for doing anything to help the C-P districts. He

requests that the township take a different approach in the C-P shopping district, especially as it pertains to the Cherryland Center. Larrea said that this amendment is for all properties in the C-P zoning districts. It is not a rezoning but rather is intended to provide flexibility and to encourage infill development. Some uses were added, heights were increased, and setbacks were reduced. Storage is not permitted at the present time in this zoning district.

Agostinelli closed the Public Hearing at 6:24pm.

The Board discussed the proposed Ordinance amendment and the proposed new uses.

Schmuckal moved and Duell seconded THAT Resolution 2018-19-T, to adopt the 13th Amendment to Charter Township of Garfield Ordinance No. 68 (Zoning Ordinance), BE APPROVED.

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

b. Public Hearing – Consideration of Resolution 2018-16-T(b) a resolution to create Eaglehurst Drive Special Assessment District and order preparation of Special assessment Roll. (6:39)

Agostinelli opened the Public Hearing at 6:40 p.m.

Corey Flasko has purchased a large share of the Eaglehurst development and asks that the board approve the resolution to create an SAD.

Agostinelli closed the Public Hearing at 6:41 p.m.

Assessor Amy DeHaan said that there are three property owners affected by this proposal. A total estimate for the project is \$144,349. Garfield would pay 25% of the cost from the Roads Fund.

Schmuckal moved and Walters seconded to adopt Resolution 2018-16-T(b), a resolution to create Eaglehurst Drive Special Assessment District and order preparation of Special Assessment Roll.

*Yeas: Schmuckal, Walters, Duell, Blood Law, Mcmanus, Agostinelli
Nays: None*

8. New Business

a. Consideration of Resolution 2018-20-T, a resolution from Grand Traverse Brewing for a Manufacturer and Wholesaler License located at 1974 Cass Hartman Court (6:44)

Peter Bishop owner of Grand Traverse Brewing said that this will be linked to a production facility that is predominantly a wholesale operation. People will be

able to taste and purchase on the premises, but there will be no dining or drinking on site. Larrea said that this use is within the zoning ordinance.

Schmuckal moved and Duell seconded to adopt Resolution 2018-20-T, a resolution from Grand Traverse Brewing for a Manufacturer and Wholesaler License located at 1974 Cass Hartman Court.

*Yeas: Schmuckal, Duell, Mcmanus, Walters, Blood Law, Agostinelli
Nays: None*

9. Public Comment (6:47)

Jim Gromer spoke regarding the Aspen Hills MSHDA project. Revised language in the PILOT ordinance will be presented to the Board on July 24th.

10. Other Business (6:53)

Duell said that he would like the board to have a copy of all attorney opinions for any long term contracts entered into on behalf of the Township. The matter will be placed on the next agenda.

Walters mentioned that a Building Committee meeting is needed for a heating/cooling problem and the Sound System/Audio Visual system.

11. Adjournment

Agostinelli moved to adjourn the meeting at 7:02pm

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

3. a

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD STUDY SESSION MINUTES
Tuesday, July 17, 2018 Minutes**

ORDER OF BUSINESS

Call meeting to order

Supervisor Korn called the Town Board Study Session to order on Tuesday, July 17, 2018, at 4:00 p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan.

Roll call of Board Members

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

Absent: None

1. Public Comment

None

2. Business to come before the Board

a. Discussion regarding Grand Traverse Metro

The Board discussed the Metro budget and the issues that they would like resolved by Grand Traverse Metro. Pat Parker answered questions from the Board.

3. Public Comment

None

4. Adjournment

Korn adjourned the meeting at 5:27 p.m.

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

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

CHECK DISBURSEMENT REPORT FOR CHAPTER TOWNSHIP OF GARFIELD
 CHECK DATE FROM 07/04/07/18/2018
 Banks: C

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/10/2018	GEN	37019	86TH DISTRICT COURT	ERG FOODS	101-253-801.000	30.00
07/16/2018	GEN	37020	GARFIELD CHARTER TOWNSHIP	HSA	101-851-873.030	4,600.00
07/18/2018	GEN	37021	AFLAC	EMPLOYEE HEALTH	101-000-227.001	637.34
07/18/2018	GEN	37022	ALL TRAFFIC SOLUTIONS	LFP BATTERY	101-747-880.007	286.00
07/18/2018	GEN	37023	AMERICAN WASTE	3394830	308-000-935.000	266.98
07/18/2018	GEN	37024	AMERICAN WASTE	3394790	101-265-935.604	79.00
07/18/2018	GEN	37025	BATTERIES PLUS OF TRAVERSE CITY	LIGHTS	101-265-726.003	40.56
07/18/2018	GEN	37026	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTH	101-851-873.030	18,865.25
07/18/2018	GEN	37027	BRENDA BURROWS	FRONT DESK	101-101-805.000	112.50
07/18/2018	GEN	37028	CHRISTINA RICHARDSON DO	2017 BOR RETURN 28-05-900-410-71	101-000-403.000	155.60
07/18/2018	GEN	37029	CITY OF TRAVERSE CITY	170975-94720	101-000-084.861	182.71
07/18/2018	GEN	37029	CITY OF TRAVERSE CITY	170975-94720	101-448-920.005	523.02
07/18/2018	GEN	37030	CONSUMERS ENERGY	100018131597		705.73
07/18/2018	GEN	37031	CONSUMERS ENERGY	100000311801	101-448-920.005	24.63
07/18/2018	GEN	37031	CONSUMERS ENERGY	100000311801	101-000-084.861	1,462.00
07/18/2018	GEN	37031	CONSUMERS ENERGY	100000311801	101-448-920.005	6,342.40
07/18/2018	GEN	37032	DTE ENERGY	910020833133	101-265-920.601	526.10
07/18/2018	GEN	37033	DTE ENERGY	910020833257	101-265-920.601	32.27
07/18/2018	GEN	37034	EJ CLARK DISTRIBUTORS	2017 BOR RETURN 28-05-900-399-43	101-000-403.000	29.60
07/18/2018	GEN	37035	ENGINEERED PROTECTION SYS.	8.1.18-10.31.18 SVC AGREEMENT	101-265-935.606	365.40
07/18/2018	GEN	37036	ESCH LAWN MAINTENANCE, LLC	TWP OFFICES	101-265-935.602	415.00
07/18/2018	GEN	37037	ESCH LAWN MAINTENANCE, LLC	SILVER LAKE MOWING	308-000-935.000	1,380.00
07/18/2018	GEN	37038	FIFTH THIRD BANK	CHAIR FELTS	101-265-726.003	14.76
07/18/2018	GEN	37039	IIMC	DUES IIMC	101-215-965.000	310.00
07/18/2018	GEN	37040	JUSTIN BONNER	2017 BOR REFUND 28-05-900-413-71	101-000-403.000	61.67
07/18/2018	GEN	37041	NORTHERN MI JANITORIAL SUP	SUPPLIES	101-265-726.003	178.50
07/18/2018	GEN	37042	OLSON, BZDOK, & HOWARD	BOARDMAN LAKE TRAIL AGREEMENT	101-101-801.002	275.50
07/18/2018	GEN	37042	OLSON, BZDOK, & HOWARD	ZBA AMENDMENT	101-410-801.000	150.50

3.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/18/2018	GEN	37043	PITNEY BOWES INC.	LEASE	101-101-726.001	435.00
07/18/2018	GEN	37044	STAPLES	SUPPLIES	101-101-726.000	393.63
07/18/2018	GEN	37045	STATE OF MICHIGAN	INSPECTOR REGISTRATION	101-371-960.000	67.65
07/18/2018	GEN	37046	TRAVERSE CITY RECORD EAGLE	SUBSCRIPTION	101-101-965.101	300.00
07/18/2018	GEN	37047	TRAVERSE CITY RECORD EAGLE	ADVERTISING	101-101-901.000	288.49
07/18/2018	GEN	37048	UNEMPLOYMENT INSURANCE AGENCY	2ND QUARTER PAYMENT	101-851-701.027	227.00
07/18/2018	GEN	37049	VERTIZON	PHONES	101-265-850.000	3,258.00

--- GL TOTALS ---
 TOTAL - ALL FUNDS TOTAL OF 31 CHECKS 42,112.29

101-000-084.861	DUE FROM #861 STREET LIGHTS	1,644.71
101-000-227.001	AF LAC	637.34
101-000-403.000	CURRENT REAL PROPERTY TAXES	246.87
101-101-726.000	SUPPLIES	67.65
101-101-726.001	POSTAGE	393.63
101-101-901.002	LEGAL SERVICES - TOWNBOARD	275.50
101-101-805.000	CONTRACTED AND OTHER SERVICES	112.50
101-101-901.000	ADVERTISING	227.00
101-101-965.101	DUES & PUBLICATIONS -TOWNBOAR	288.49
101-215-965.000	DUES & PUBLICATIONS	310.00
101-253-801.000	LEGAL SERVICES	30.00
101-265-726.003	SUPPLIES-MAINTANCE	233.82
101-265-850.000	TELEPHONE	221.23
101-265-920.601	HEATING / GAS	558.37
101-265-935.602	LAWN MAINTENANCE	415.00
101-265-935.604	RUBBISH REMOVAL	79.00
101-265-935.606	ELECTRONIC PROTECTION SYSTEM	365.40
101-371-960.000	EDUCATION & TRAINING	300.00
101-410-801.000	LEGAL SERVICES	159.50
101-448-920.005	STREET LIGHTS TOWNSHIP	6,890.05
101-747-880.007	COM. PROM. - COMMUNITY AWAREN	286.00
101-851-701.027	UNEMPLOYMENT	3,258.00
101-851-873.030	INSURANCE - EMPLOYEE HEALTH	23,465.25
308-000-935.000	MAINTENANCE - MISC, EQUIP	1,646.98
	TOTAL	42,112.29



Engineering
Surveying
Testing &
Operations

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

3.1

July 14, 2018

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

I. Developer's Escrow Fund - Storm Water Reviews

1. Engineering services for storm water review and final approval letter. Hobby Lobby at Buffalo Ridge, Escrow #701-000-215.834 Project# 18193 Invoice No. 1819301	1,700.00
Total	1,700.00

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

1. Engineering services for plan review and construction services. Traditions at Ashland Park Project# 17088 Invoice No. 1708805	2,055.00
2. Engineering consulting services for water main review and construction services. Contractors Drive Project# 17327 Invoice No. 1732702	720.00
3. Engineering consulting services for storm water site plan review The Ridges at 45, Phase 3/4 Project# 17357 Invoice No. 1735705	12,738.00
4. Engineering consulting services for plan, permit review and construction services. Windy Hills Project# 18032 Invoice No. 1803204	2,068.75
5. Engineering consulting services for plan review and construction services. Fox Fun Development Project# 18045 Invoice No. 1804502	250.00
Total	17,831.75

III. Utility Receiving Fund

1. Engineering consulting services. NW Service District Water System Improvements (Water Storage Tank) Project# 16037 Invoice No. 1603716	33,875.00
2. Engineering consulting services. McCrae Water Store Tank, Off Site Storm Water Drainage Issue Project# 18029C Invoice No. 18029313	900.00
3. Engineering consulting services. Cass Road Drainage District Improvements Project# 18029C Invoice No. 18029312	1,545.00
Total	36,320.00

IV. Park Funds / DNR Trust Fund

1. Engineering, survey and construction consulting services for Boardman Valley Nature Preserve - DNR Trust Fund Grant Project# 17277 Invoice No. 1727703	2,286.00
VI. Total	2,286.00

GRAND TOTAL \$58,137.75

Invoice



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

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

July 17, 2018
Project No: 18193
Invoice No: 1819301

Re: Hobby Lobby at Buffalo Ridge, Escrow #701-000-215.834
Tax ID#28-05-016-032-05

Services Performed: Engineering services for review of plans and calculations for compliance with Ordinance #49. Services includes communication with applicant and township. Secondary review and final approval letter.

Project Location: 3675 Markotplace Circle, Traverse City, Michigan.

Professional Services from June 2, 2018 to July 14, 2018

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager	5.00	130.00	650.00	
Project Engineer	10.50	100.00	1,050.00	
Totals	15.50		1,700.00	
Total Labor				1,700.00
		Total this Invoice		\$1,700.00

Invoice



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

July 17, 2018
Project No: 17088
Invoice No: 1708805

Re: Traditions at Ashland Park (Escrow Account)

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

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

Professional Services from June 2, 2018 to July 14, 2018
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Plan Reivew/Permit Assistance	2,500.00	100.00	2,500.00	2,500.00	0.00
Construction Observation/Inspection	14,000.00	100.00	14,000.00	14,000.00	0.00
Const Observation/Inspection (Additional)	9,500.00	100.00	9,500.00	8,075.00	1,425.00
Const. Admin/Project Turnover	1,000.00	100.00	1,000.00	370.00	630.00
Record Drawings & Reports (Additional)	500.00	0.00	0.00	0.00	0.00
Total Fee	27,500.00		27,000.00	24,945.00	2,055.00
		Total Fee			2,055.00
				Total this Invoice	\$2,055.00

Invoice



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

July 17, 2018
Project No: 17327
Invoice No: 1732702

Re: Contractors Drive - Watermain Extension

Services Performed: Engineering services for plan review of the water main extension, construction administration, inspection, material testing and project turnover as detailed in proposal letter dated 08/30/17.

Project Location: Along Contractors Drive off Molon Drive (Cass Road), Garfield Township, Grand Traverse County, Michigan.

Professional Services from June 2, 2018 to July 14, 2018
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineering Plan Review	1,500.00	100.00	1,500.00	780.00	720.00
Construction Inspection	5,400.00	0.00	0.00	0.00	0.00
Project Turnover	500.00	0.00	0.00	0.00	0.00
Total Fee	7,400.00		1,500.00	780.00	720.00
Total Fee					720.00
Total this Invoice					\$720.00

Invoice



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

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

July 17, 2018
 Project No: 17357
 Invoice No: 1735705

Re: The Ridges at 45, Phase 3/4

Services Performed: Engineering and construction services for plan review, construction observation/materials testing, review of record drawings and project turnover documentation for approximately 300 linear feet of 8" water main and 800 linear feet of 8" sanitary sewer extensions to services three additional multi unit buildings. Includes additional services 01/18/18 to add 600' water main and 300' sewer to services Phase 4.

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

Professional Services from June 2, 2018 to July 14, 2018
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineer Plan Review	2,750.00	100.00	2,750.00	2,750.00	0.00
Construction Oversight	10,850.00	100.00	10,850.00	759.50	10,090.50
Construction Oversight (Add'l Services)	5,000.00	52.95	2,647.50	0.00	2,647.50
Record Drawings Review/Turnover	1,500.00	0.00	0.00	0.00	0.00
Total Fee	20,100.00		16,247.50	3,509.50	12,738.00
		Total Fee			12,738.00
				Total this Invoice	\$12,738.00

Invoice



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

July 17, 2018
Project No: 18032
Invoice No: 1803204

Re: Windy Hills

Services Performed: Engineering services for plan and permit application review, construction over sight and project close out for the water main and sanitary sewer extension to service the development location on Herkner Road.

Professional Services from April 29, 2018 to July 14, 2018
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineer Review	6,500.00	66.8269	4,343.75	2,275.00	2,068.75
Construction Observation	7,500.00	0.00	0.00	0.00	0.00
Project Close Out	1,250.00	0.00	0.00	0.00	0.00
Total Fee	15,250.00		4,343.75	2,275.00	2,068.75
Total Fee					2,068.75
Total this Invoice					\$2,068.75

Invoice



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123 West Front Street
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A/R email: melanie@gfa.tc

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

July 17, 2018
Project No: 18045
Invoice No: 1804502

Re: Fox Run Development

Services Performed: Engineering plan review, permit assistance, construction over sight, project close out and turnover for the water main and sanitary sewer extension to service the Fox Run development located on Garfield Road.

Professional Services from April 29, 2018 to July 14, 2018
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Plan Reivw/Permit Assistance	2,500.00	100.00	2,500.00	2,250.00	250.00
Construction Observation/Inspection	1,500.00	0.00	0.00	0.00	0.00
Const. Admin/Project Turnover	1,000.00	0.00	0.00	0.00	0.00
Total Fee	5,000.00		2,500.00	2,250.00	250.00
Total Fee					250.00
Total this Invoice					\$250.00

Invoice



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

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

July 17, 2018
 Project No: 16037
 Invoice No: 1603716

Re: NW Service District Water System Improvements

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

Additional Services:

- 01/17/18 Heritage Estates entrance reconstruction.

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

Professional Services from June 2, 2018 to July 14, 2018

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
WATER STORAGE TANK	0.00	0.00	0.00	0.00	0.00
Research	15,000.00	100.00	15,000.00	15,000.00	0.00
Engineering Design	25,000.00	100.00	25,000.00	25,000.00	0.00
Topographic Survey	5,000.00	100.00	5,000.00	5,000.00	0.00
Bidding	5,000.00	100.00	5,000.00	5,000.00	0.00
Construction Staking	5,000.00	100.00	5,000.00	5,000.00	0.00
Construction Administration	10,000.00	100.00	10,000.00	10,000.00	0.00
Construction Inspection	25,000.00	95.50	23,875.00	23,750.00	125.00
Record Drawings/Close Out	3,500.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
WATERMAIN EXTENSIONS	0.00	0.00	0.00	0.00	0.00
Prop. Acquisition/Utility Research	10,000.00	100.00	10,000.00	10,000.00	0.00
Final Design/Permitting	50,000.00	100.00	50,000.00	50,000.00	0.00
Topographic Survey	15,000.00	100.00	15,000.00	15,000.00	0.00
Bidding	6,500.00	100.00	6,500.00	6,500.00	0.00
Construction Staking	20,000.00	50.00	10,000.00	4,000.00	6,000.00
Construction Administration	25,000.00	30.00	7,500.00	3,750.00	3,750.00
Construction Inspection	120,000.00	30.00	36,000.00	12,000.00	24,000.00

Project	16037	GARFIELD/FD,BID,STK,CA,CM/HARRIS-CEDAR R				Invoice	1603716
Record Drawings/Close Out	9,500.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	
INFRASTRUCTURE UPGRADE/BOOSTER STATION	0.00	0.00	0.00	0.00	0.00	0.00	
Research	25,000.00	50.00	12,500.00	12,500.00	0.00	0.00	
Final Design/Permitting	69,100.00	10.00	6,910.00	6,910.00	0.00	0.00	
Topographic Survey	15,000.00	0.00	0.00	0.00	0.00	0.00	
Bidding	6,850.00	0.00	0.00	0.00	0.00	0.00	
Construction Staking	5,000.00	0.00	0.00	0.00	0.00	0.00	
Construction Administration	30,000.00	0.00	0.00	0.00	0.00	0.00	
Construction Inspection	20,350.00	0.00	0.00	0.00	0.00	0.00	
Record Drawings/Close Out	6,500.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	
HERITAGE EST.ENTRANCE RECONSTRUCTION SAD	0.00	0.00	0.00	0.00	0.00	0.00	
Preliminary Design	500.00	100.00	500.00	500.00	0.00	0.00	
Final Design	500.00	100.00	500.00	500.00	0.00	0.00	
Bidding	250.00	100.00	250.00	250.00	0.00	0.00	
Construction Inspection	3,700.00	0.00	0.00	0.00	0.00	0.00	
Construction Staking	1,800.00	0.00	0.00	0.00	0.00	0.00	
Construction Administration	750.00	0.00	0.00	0.00	0.00	0.00	
Closeout Services	500.00	0.00	0.00	0.00	0.00	0.00	
Total Fee	535,300.00		244,535.00	210,660.00	33,875.00		
			Total Fee			33,875.00	
				Total this Invoice		\$33,875.00	

Invoice



Gourdie-Fraser, Inc.
123 West Front Street
Traverse City, MI 49684
Phone: 231-946-5874, Fax: 231-946-9634
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MR CHUCK KORN
CHARTER TWP OF GARFIELD
3848 VETERANS DR
TRAVERSE CITY, MI 49684

July 17, 2018
Project No: 18029C
Invoice No: 18029313

Re: McCrae Water Store Tank, Off Site Storm Water Drainage Issue

Services Performed: Engineering services for determination of drainage / wet site conditions on a parcel adjacent to McCrea water storage tank. Work includes site inspection, researching record drawings and memo summarizing findings.

Professional Services from June 3, 2018 to July 14, 2018

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager	6.00	130.00	780.00	
Construction/Testing Tech. III	1.50	80.00	120.00	
Totals	7.50		900.00	
Total Labor				900.00
		Total this Invoice		\$900.00

Invoice



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

July 17, 2018
Project No: 18029C
Invoice No: 18029312

Re: Cass Road Drainage District Project

Services Performed: Engineering services for overall plan review of impact to townships water and sewer infrastructure, assistance with DEQ Part 41 permit including basis of design, details and specifications. Attendance at monthly status update meeting.

Professional Services from June 2, 2018 to July 14, 2018

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager	6.00	130.00	780.00	
Design Engineer	8.50	90.00	765.00	
Totals	14.50		1,545.00	
Total Labor				1,545.00
		Total this Invoice		\$1,545.00

Invoice



Gourdie-Fraser, Inc.
123 West Front Street
Traverse City, MI 49684
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MR CHUCK KORN
CHARTER TWP OF GARFIELD
3848 VETERANS DR
TRAVERSE CITY, MI 49684

July 17, 2018
Project No: 17277
Invoice No: 1727703

Re: Boardman Valley Nature Preserve, DNR Trust Fund Grant

Services Performed: Construction administration, staking and observation/oversight for site improvements.

Project Location: Traverse City, Garfield Township, Grand Traverse County, Michigan.

Professional Services from June 2, 2018 to July 14, 2018
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Observation/Inspection	3,200.00	98.00	3,136.00	1,600.00	1,536.00
Construction Administration	1,500.00	90.00	1,350.00	600.00	750.00
Construction Staking	2,200.00	100.00	2,200.00	2,200.00	0.00
Total Fee	6,900.00		6,686.00	4,400.00	2,286.00
Total Fee					2,286.00
Total this Invoice					\$2,286.00

MTT Update
Prepared for Garfield Twp Board

Docket #	Parcel No(s)	Owner	Property Address	Year(s) in Contention	Assessor's Values		Petitioner's Values		Value Differences		Actual
					Assessed	Taxable	Assessed	Taxable	Assessed	Taxable	
1 18-001808	004-035-00	4Front Credit Union	3939 W Front St	2018	\$ 433,700	\$ 433,700	\$ 350,000	\$ 350,000	\$ (83,700)	\$ (83,700)	6/13/18 Answered at
2 18-001010	016-027-50	ARC MHTVCM1001 LLC Kohl's	3333 N US 31 South	2018	\$ 1,864,200	\$ 1,864,200	\$ 889,840	\$ 889,840	\$ (974,360)	\$ (974,360)	6/11/18 Answr
3 18-001500	016-032-40	American Multi-Cinema, Inc	3825 Marketplace Cir	2018	\$ 4,268,900	\$ 4,268,900	\$ 3,365,406	\$ 3,365,406	\$ (903,494)	\$ (903,494)	6/11/18
4 16-002436	021-015-00 & Grand Traverse Mall LLC 021-015-70		3200 W South Airport Rd	2016	\$ 21,593,800 \$ 89,500	\$ 21,483,557 \$ 64,709	\$ 12,462,460 \$ 37,540	\$ 12,462,460 \$ 37,540	\$ (9,131,340) \$ (51,960)	\$ (9,021,097) \$ (27,169)	
18-001230	Valuation Disclosure Due: 10/3/17 021-015-00 & Grand Traverse Mall LLC 021-015-70	Judge: Steven Lasher 3200 W South Airport Rd		2017	SETTLED: \$ 21,593,800 \$ 89,400	Pre-hearing General Call Dec 1-15, 2017 \$ 21,593,800 \$ 65,291	\$ 16,850,000 \$ 37,540	\$ 16,850,000 \$ 37,540	\$ (4,833,300) \$ (51,800)	\$ (4,698,200) \$ (4,698,200)	
5 17-002286	021-015-10 Airport 31, LLC Valuation Disclosure Due: 7/8/18 MC Sports, et al	3200 W South Airport Rd Judge: Preeti Gadda		2017 2018	SETTLED: \$ 2,049,700 \$ 1,819,100	\$ 1,828,226 \$ 1,819,100	\$ 1,000,000 \$ 1,250,000	\$ 1,000,000 \$ 1,250,000	\$ (1,049,700) \$ (799,700)	\$ (1,049,700) \$ (799,700)	
6 17-002044	021-015-20 Macy's Valuation Disclosure Due: 3/5/18	3160 W South Airport Rd Judge: David Marmon		2017	SETTLED: \$ 2,005,200	\$ 2,005,200	\$ 1,250,000	\$ 1,250,000	\$ (755,200)	\$ (755,200)	
7 18-000900	021-015-30 JC Penney Corp Valuation Disclosure Due: 2/1/19	3300 W South Airport Rd		2018	SETTLED: \$ 1,136,100	\$ 1,131,778	\$ 450,000	\$ 450,000	\$ (686,100)	\$ (686,100)	
8 18-002330	021-024-00 Tireland LLC Belle Tire	2825 N US 31 South		2018	Prehearing General Call: Apr 1-15, 2019 \$ 769,900	\$ 769,900	\$ 421,800	\$ 421,800	\$ (348,100)	\$ (348,100)	
9 18-001927	077-002-00 Great Lakes Investment Co LLC	4045 West Royal Dr		2018	\$ 1,461,900	\$ 1,461,900	\$ 1,000,000	\$ 1,000,000	\$ (461,900)	\$ (461,900)	
10 18-001930	077-005-00 Wide Angle Holdings LLC	3963 West Royal Dr		2018	\$ 399,900	\$ 379,933	\$ 300,000	\$ 300,000	\$ (99,900)	\$ (99,900)	
11 18-001949	347-012-00 Kidz First LLC	5024 N Royal Dr		2018	\$ 618,500	\$ 618,500	\$ 525,000	\$ 525,000	\$ (93,500)	\$ (93,500)	
				2016	TOTALS: \$ 21,683,300	\$ 21,548,266	\$ 12,500,000	\$ 12,500,000	\$ (9,133,300)	\$ (9,183,300)	
				2017	TOTALS: \$ 25,738,100	\$ 25,492,517	\$ 15,023,685	\$ 15,023,685	\$ (10,714,400)	\$ (10,714,400)	
				2018	TOTALS: \$ 32,636,300	\$ 32,587,902	\$ 19,802,046	\$ 19,802,046	\$ (12,834,200)	\$ (12,834,200)	
					SETTLED VALUES:		2016 \$ (4,833,300)	2017 \$ (7,488,100)	2018 \$ (7,252,300)		

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

RESOLUTION #2018-16-T(c)

**SCHEDULING PUBLIC HEARING ON
SPECIAL ASSESSMENT ROLL FOR EAGLEHURST DRIVE**

WHEREAS, the supervisor and assessing officer of the Township of Garfield has, in accordance with resolution of the township board and the laws and statutes pertinent thereto, prepared a tentative special assessment roll in the estimated amount of \$147,676.24 (total cost, with \$36,087.25 being covered by the Grand Traverse County Road Commission, \$36,776.05 being covered by the Township and \$74,812.94 to be spread among the property owners) covering all the parcels of land in the Eaglehurst Drive Special Assessment District, according to the relation of the benefit to each parcel of land to the total benefit to all parcels of land in such special assessment district and has affixed thereto his or her certificate as required.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That said tentative special assessment roll shall be filed with the township clerk and shall be available for public examination during regular working days from the present date until the public hearing upon the same and shall further be examined at such public hearing.
2. That the township board shall meet at 6:00 pm on Tuesday, August 14, 2018, in the large, upstairs meeting room at the Township hall located at 3848 Veterans Drive, within the township, to hold a public hearing and review such special assessment roll and hear any objections thereto.
3. That the township clerk shall cause notice of such hearing and the filing of such assessment roll to be published twice in the Record Eagle, a newspaper of general circulation in the township prior to the date of the hearing with the first publication being not less than 10 days prior to the hearing and shall further cause notice of such hearing to be mailed by first-class mail to all owners of record or persons of interest in property within the Heritage Way Entry Road Special Assessment District as shown in township records.

Moved:

Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2018-16-T(c) DECLARED ADOPTED.

By:

Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of a Resolution which was adopted by the Township Board of the Charter Township of Garfield on the 24th day of July, 2018.

Dated: _____

Lanie McManus, Clerk

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

ASSESSOR CERTIFICATION
OF EAGLEHURST DRIVE
TENTATIVE SPECIAL ASSESSMENT ROLL

TO: The Township Board of the Charter Township of Garfield, Grand Traverse
County, Michigan


In accordance with the resolution of the Garfield Charter Township Board adopted on July 10, 2018, I hereby certify the tentative special assessments as set forth in the attached Eaglehurst Drive Tentative Special Assessment roll for the owners of the properties described in said tentative assessment roll. Such Tentative Special Assessments are based on the estimated costs associated with the project, which amounts will be adjusted once work is complete and the final costs of the project are known. The Final Special Assessments will be payable over seven (7) years, together with such interest and penalties as set forth by resolution and prescribed by statute, and there will be a Public Hearing to allow for protests and/or amendments to the roll at that time.

The first Special Assessment installment is to be billed in June, 2019. Any sums due after September 1st, 2019 shall bear interest at the rate defined by the Charter Township of Garfield Special Assessment Rate and Term Policy. Any assessments or portions thereof paid prior to September 1st, 2019 shall not bear any interest.

If any installment of a special assessment is not paid when due, there shall be collected, in addition to interest, a penalty at the rate of (1.0%) percent for each month or fraction of a month that the installment remains unpaid before being reported to the Township Board for reassessment upon the Township tax roll under the provision of PA 188 of 1954, as amended.

Dated: 7/12/18

By:


Amy L. DeHaan, MMAO(4)
Assessor
Charter Township of Garfield

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
28-05-109-025-00	113, EAGLEHURST DR	3,740.64	MOSHER PATRICIA TRUST 3850 SCENIC RIDGE APT 301
28-05-109-026-00	113, EAGLEHURST DR	3,740.64	MOSHER PATRICIA TRUST 3850 SCENIC RIDGE APT 301
28-05-109-027-00	113, EAGLEHURST DR	3,740.64	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-028-00	113, EAGLEHURST DR	3,740.64	BONJERNOOR BRETT M 5391 EAGLEHURST DR
28-05-109-029-00	113, EAGLEHURST DR	3,740.64	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-030-00	113, EAGLEHURST DR	3,740.64	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-031-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-032-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-033-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-034-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-035-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-036-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-037-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-038-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-039-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-040-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-041-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-042-00	113, EAGLEHURST DR	3,740.65	LEELANAU CONSTRUCTION LLC PO BOX 293
28-05-109-043-00	113, EAGLEHURST DR	3,740.65	MOSHER PATRICIA TRUST 3850 SCENIC RIDGE APT 301
28-05-109-044-00	113, EAGLEHURST DR	3,740.65	MOSHER PATRICIA TRUST 3850 SCENIC RIDGE APT 301
# OF PARCELS: 20	TOTALS:	74,812.94	



GRAND TRAVERSE COUNTY SHERIFF'S OFFICE 3.

Thomas J. Bensley, Sheriff • Nathan Alger, Undersheriff

Administration

851 Woodmere Avenue, Traverse City, MI 49686-3349 • (231) 995-5000 • FAX (231) 995-5010

Corrections

320 Washington Street, Traverse City, MI 49684-2583 • (231) 922-4530 • FAX (231) 922-4415

July 19, 2018

Garfield Township Board
3848 Veterans Drive
Traverse City, MI 49684

RE: Addition of Community Police Officer

Dear Township Board Members:

I want to thank you again for your continued support of the Grand Traverse Sheriff's Office efforts to provide a safe and secure community for the residents and visitors of Garfield Township. Please consider the following information as a proposal to add an additional (CPO) Community Police Officer to our current township law enforcement staffing levels.

The Townships partnership with Grand Traverse County has allowed for our agency to hire thirteen officers who are specifically assigned to and police Garfield Township. The staff consists of eight general Deputies, 3 Community Police Officers, one Detective and one Lieutenant who oversees all of the staff and operations. The general Deputies are scheduled appropriately to handle calls for service and the CPO's are utilized in a necessary support role along with taking part in many proactive activities. The Detective stays very busy investigating crimes of significance and supports our township Deputies.

Garfield Township Deputies make up 20% of our GTSO staffing levels, which consist of 66 sworn officers. Township Deputies regularly handle and are involved in 40% of GTSO calls for service and activities on a monthly basis. Deputies assigned to GTSO general patrol are available to assist township deputies with emergency situations that arise on a given day.

In 2016, an audit of the Sheriff's Office was completed by a budget consultant, Mary Lannoye. In Ms. Lannoye's report, she referred to using an (FBI) Federal Bureau of Investigations standard measurement for determining appropriate staffing levels for police agencies and specifically the Grand Traverse County Sheriff's Office. The recommended standard is one officer per one thousand citizens. The standard is an FBI officer strength preference necessary to effectively police a community.

Police employment Information obtained through the (DOJ) Department of Justice and FBI (<https://ucr.fbi.gov/crime-in-the-u.s/2015/crime-in-the-u.s.-2015/police-employee-data/police-employee-data>) clearly shows that the current number of officers providing law enforcement

services in the township is lower than the national average. I have included documents (Overview Table #70 & Overview Table #71) to summarize the point. You will also be receiving an email from me containing excel spreadsheets to show the employment statistics in further detail.

Although the standard is recommended, experts on law enforcement staffing suggest several other factors should be considered. Population in and of itself is a factor, but so is population density, crime frequency, size of the jurisdiction, and seasonal/incidental population fluctuations. Of the nearly 91,000 Grand Traverse County residents, Garfield Township has the highest population of all townships with 2017 levels estimated to be 17,436 citizens (US Government Census Data).

According to the US Census, between 2000 and 2010, Grand Traverse County was the third fastest growing county in Michigan. Census estimates indicate the county has been averaging an annual population increase of approximately 1,000. Studies have shown that because Traverse City and Grand Traverse County are destination and tourist locations, population during the summer months can increase by approximately 20,000 people.

I believe a seasonal population increase occurs in Garfield Township due to the many shopping locations, various businesses, eating establishments, and recreation areas that attract visitors to the township. Local media outlet, The Ticker also recently reported in a news article that 3.2 million people visited Traverse City in 2017. These people are not included in area census data, however statistics show they increase demands on area public safety resources.

Additional information obtained from the township Assessing and Building Departments showed that 181 building permits were currently issued in 2018. Considering the current total is for an approximate 6 month time frame, 2018 will see an expected overall increase from 2015 – 154, 2016 – 229 and 2017 – 250. The increase can be attributed to a population increase and an upturn in the economy.

Construction activity in Garfield Township has significantly increased over the past several years and is anticipated to continue. We have experienced an increase in residential homes being built, expansions of apartment complexes and mobile home parks, and an influx of new businesses, all to meet the demands of an increasing population.

Examples of growth include the Liv Arbors complex which expanded to 457 units in 2017 from 336, Ridge 45 community which is expanding from 156 units to 324 units, newly constructed Brookside Commons has 72 units, Kings Court Mobile Home Park expanded their lots from 479 to 732 in 2018, Chelsea Park Condominiums which is currently expanding by adding 32 new units and Meadow Lane Mobile Home Park which has 484 lots has been increasing its occupancy from 70% capacity due in part to capital improvements and demands for affordable housing.

Current township voter registration records indicate that 14,665 citizens are registered to vote. Keep in mind that there is most likely a significant amount of citizens who are eighteen years of age or older that have not registered to vote. I have researched studies, which suggested 20% of

community populations do not register to vote even though they are eligible. Based on this information it can be inferred that the future Garfield Township population estimate is lower than it should be.

I have provided Grand Traverse County Sheriff's Office statistics between 2005 and 2018. These stats are compiled from the ones you receive on a monthly basis and include the categories you are familiar with. You will notice that since 2005 there has been an increase in calls for service and overall demands on law enforcement resources. This can be attributed to an increase in population and many other factors. We have experienced an increase in violent crimes and dangerous drugs, all of which require greater resources to effectively and appropriately combat.

In summary, I hope that you have realized with the information provided that it requires appropriate levels of law enforcement officers in a community to effectively meet demands of citizens and provide for a safe environment. Common sense and statistics show that crime increases with population. We can predict an increase in demand for law enforcement services as our Garfield Township community size increases in the future. In order for the demands to be effectively met, I feel an increase in staff is appropriate and necessary to maintain a quality level of service and proactivity.

I am respectfully requesting that you approve the addition of a new CPO position for Garfield Township. It is my plan to utilize a new CPO for proactive law enforcement efforts where they would have regular contact with businesses, neighborhood associations, homeless outreach and apartment/mobile home community management. They would not be assigned to the various schools in our township, but would be required to conduct proactive presentations for students and work with staff to improve overall school safety. The CPO would also be involved in more community events to build on relationships and public trust.

I understand that Supervisor Korn would be required to make a formal cost sharing request to the GT County Board for the additional Deputy. Sheriff Bensley and I would be available to support Supervisor Korn any way that is necessary. I will gladly answer any questions that you have regarding this letter and included attachments. Thank you!

Sincerely,



Lt. Chris Barsheff





Overview

Table 71

Full-time Law Enforcement Officers, by Region and Geographic Division by Population Group, Number and Rate per 1,000 Inhabitants, 2015

- In 2015, the average number of full-time law enforcement officers in the nation's cities was 2.1 per 1,000 residents.
- Law enforcement agencies in cities in the Northeast had a rate of 2.6 full-time law enforcement officers per 1,000 inhabitants.
- In cities in the South, the rate of full-time law enforcement officers per 1,000 residents was 2.5.
- The rate of full-time law enforcement officers per 1,000 inhabitants was 1.9 in cities in the Midwest.
- Law enforcement agencies in cities in the West had a rate of 1.6 full-time law enforcement officers per 1,000 inhabitants.



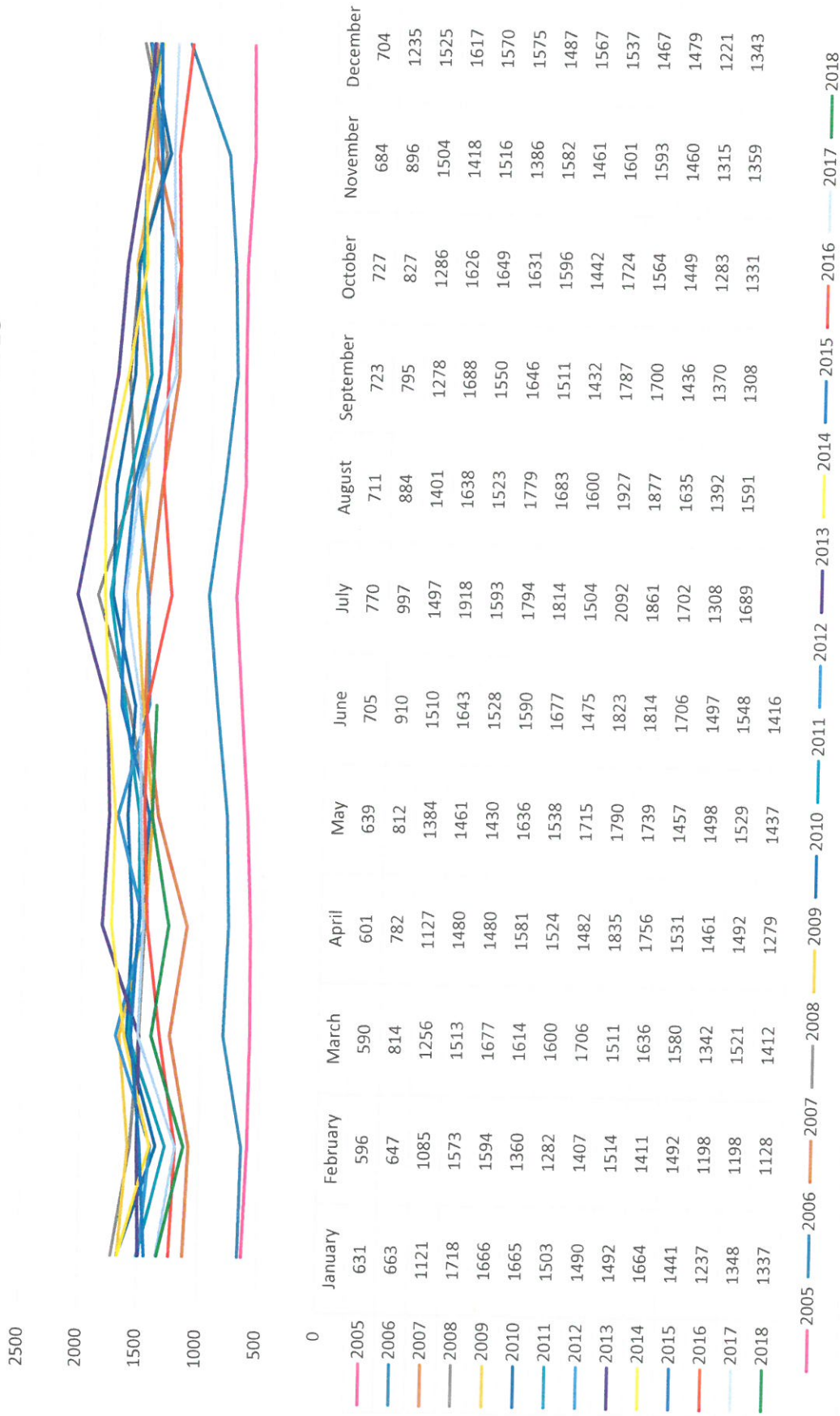
Overview

Table 70

Full-time Law Enforcement Employees, by Region and Geographic Division by Population Group, Number and Rate per 1,000 Inhabitants, 2015

- In 2015, law enforcement agencies in U.S. cities reported an average of 2.8 full-time law enforcement employees (including both sworn officers and civilians) per 1,000 inhabitants.
- Law enforcement agencies in cities in the Northeast had a rate of 3.3 full-time law enforcement employees per 1,000 inhabitants.
- The rate of full-time law enforcement employees per 1,000 inhabitants was 3.2 in cities in the South.
- In cities in the Midwest, the rate of full-time law enforcement employees per 1,000 residents was 2.3.
- Law enforcement agencies in cities in the West had a rate of 2.2 full-time law enforcement employees per 1,000 inhabitants.

Grand Traverse Sheriff's Office Complaint Statistics 2005 - 2018



Charter Township of Garfield**Construction Update****July 18, 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 were back last month to finish the exterior coat and to restoration items. Upon Completion of Division II they will return to conduct leak and disinfection testing of the tank.

Division II: Project started June 14th with a notification sent to all residents within Heritage Estates and watermain route. 60% of the watermain has been installed which is within the Heritage Estates. Paving of Heritage Estates is slated for next week (July 24th). Project is intended to be completed end of September.

Division III: Booster Station / Mechanical Upgrade design is being finalized with permits to be solicited Summer with Fall / Spring 2019 construction anticipated.

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

Township board approved recommendations in report at September 26th meeting. GFA is 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 on the proposed Lafranier Water Tank Rehabilitation Project that the City is conducting. Project has been reviewed and approved for storm water and utility compliance with Township Ordinances (subject to conditions). The evaluation of the new tank being a benefit to the existing Townships' infrastructure is still being disputed by the Township and being discussed with the City, DEQ and Township. Restrictions exist for the area serviced by Garfield Booster Station #7 which currently is limited to provide supply to 150 benefits.

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.

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

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

GFA continues to assist the Drain Commission and Township. Final Design plans were recently submitted to GFA for review and assistance with applying for DEQ Part 41 sewer permit; permits for the drain crossing were already submitted to DEQ LWMD. A project update meeting is scheduled end of this month. Bidding is slated for Fall (2018) and Spring (2019) construction following.

Boardman Valley Nature Preserve Site Improvements

GFA contract was approved to provide construction administration, testing, survey and closeout services at the July 2017 meeting. Contracts have been awarded to three (3) contractors for each division and a preconstruction meeting was held in March. Project was scheduled to start in May however there were several contractor delays and about 2 months behind schedule, a change order is forthcoming by Elmer's requesting a time extension. The kayak ramp, bathroom and parking lot have been installed to date. Paths and Restoration to be completed next month. Pay Application #2 is in the packet for board consideration / approval

Utility Plan Reviews

Traditions

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

Ridges at 45- Phase 3/4

GFA is representing the Township in full time construction oversight / closeout. Project started six (6) weeks ago.

Contractors Drive (Cass Road)

Final Plans have been approved and solicited to the DEQ for permits. Anticipated fall construction

Windy Hills (60 Acre Herkner Parcel)

GFA received final submittal set for review / DEQ permit last month and still reviewing with 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 fall construction

Chelsea Park – Final Phase

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

Fox Run

Plans have been approved and am in receipt of all DEQ permits. GFA will be providing construction oversight. Fall Construction Anticipated

IV. 2018 Storm water Plan Reviews

City of Traverse City - Lafranier Tank	SW Plan Review: approved (need draining plan submitted)
City of Traverse City - Lafranier Tank	Utility Plan Review (need record drawings)
3643 West Front (Cosmetic Skin and Laser Center)	approved
5217 Royal Drive - Dentist Addition	approved
Ashland Park Phase 2&3	In Review
City of TC - Hickory Hills	approved pending revisions per letter (2/19/18)
Fox Run	Approved (final plans and SESC permit to be submitted to Twp)
Pine Grove Homes (4030 Meadowlane)	Approved (Sidewalk approval / Final plans to Twp)
ges at 45 - Phase 3 /4	Approved (recommend shallowing basin / final sealed plans to Twp)
2594 Industry Drive	Review letter sent to Engineer (4/16/2018) & Awaiting Revisions
TC Storage Units (Industry Drive)	Approved (final plans and SESC permit to be submitted to Twp)
1333 Yellow Drive BMPs	Approved (final plans to be submitted to Twp)
1318 Industry Drive	Approved (final plans to be submitted to Twp)
Fergusons Lawn Equipment -2nd Review (Bill Crain)	Approved (final plans to be submitted to Twp)
45 Hughes Drive	Awaiting Applicant Response to 2nd GFA Review (7/17/2018)
Hobby Lobby	Approved (final plans and SESC permit to be submitted to Twp)
Logan Valley West LLC, Storage	Approved (final plans to be submitted to Twp)
Louie Meat Addition	In Review

GTMESA 2018

July Report

- Marine 1 and 12 were launched and used in anticipation of Cherry Festival and increased visitors to the area.
- Hazardous Materials training with Sara Lee employees in simulated anhydrous ammonia leak.

June 29 – Holly Street, East Bay – An unattended candle started a basement bedroom on fire. The lone occupant was able to exit the house. Significant damage occurred to the floor truss assembly of the first floor and overhaul found fire hidden in the wall required some wall areas to be exposed. 93-degree temperatures kept the work cycles short and hydration was not overlooked.

July 1 – East Bay – While working the standby for the air show in East Bay, Marine 1 witnessed a jet ski overturn and eject two riders into the water. The pair were not able to right the jet ski and Marine 1 gave a ride to one of the riders to shore, while the rental company towed the jet ski back and transported the second rider. No one was injured and Marine 1 was in the right place at the right time.

July 1 – The Shores, Acme – A reported jet ski crash had GTSO, Metro, and two North Flight rigs respond. Upon arrival units learned that there was not a crash, but a rider struck their head on the handlebar after hitting a wave and possibly suffered from a concussion. The patient, who could not swim and was in the 48-degree water became hypothermic, he was transported to Munson.

July 3 – Sara Lee, Garfield – After a planned plant shutdown to work on electrical feeds from TC Light and Power, the system was reenergized and a transformer caught fire at the rear of the building, which also melted conduits, and blew the door open of a junction box inside the plant. Power had been shut down and no active fire found during the investigation with the thermal imaging camera and hot stick.

July 5 – Airport and US31, Garfield – A bicyclist was riding in the roadway at 10:30 pm and was struck by a vehicle and dragged for a short distance. The cyclist was not wearing a helmet and his bicycle was broke into 3 pieces. Initially unconscious the pt regained consciousness and became violent. Pt transported to Munson emergent with a Metro driver.



**Charter Township Of Garfield
Treasurers Report
Ending June 30, 2018**

Acct.	Unrestricted Funds	General Fund	03/31/18	06/30/18	Difference	Maturity Date	Rate
7118	General Fund	Checking	3,032,855	2,041,906	(990,949)	N/A	
5605	General Chase High Yield	Savings	168,890	168,966	76	N/A	
4670	General Fund Managed	Invest	2,267,730	3,267,665	999,934	N/A	
25	Chemical	CD	192,311	192,311	-	6/4/20	1.20%
740	Huntington	CD	82,052	82,052	0	10/30/20	0.61%
72	First Merit - Citizens	CD	252,287	252,287	0	2/22/19	0.90%
604	Mbank CD -	CD	95,413	95,413	-	9/24/20	1.74%
605	Mbank CD -	CD	95,413	95,413	-	9/24/20	1.74%
606	Mbank CD -	CD	60,261	60,261	-	9/24/20	1.74%
S101	4-Front Credit Union	CD	209,313	210,000	687	7/8/20	1.30%
300	NW Consumers CU	CD	167,580	167,908	328	2/23/20	0.80%
302	NW Consumers CU	CD	59,838	59,969	131	9/28/18	0.60%
662	Traverse City State Bank	CD	268,055	269,063	1,008	3/12/21	1.49%
55	1st Community Bank	CD	212,615	212,615	(0)	8/2/18	0.45%
15	First National Bank of America	CD	260,636	261,529	893	7/4/21	2.36%
1	Team 1 Credit Union	CD	250,365	251,458	1,093	3/2/21	1.76%
982	Credit Union One	CD	250,261	251,082	821	2/25/21	1.30%
119	Honor Bank	CD	262,807	262,807	-	11/28/19	2.02%
40	Lake Michigan Credit Union	CD	250,856	252,143	1,286	1/17/23	2.03%
Total Unrestricted Funds - Available for Spending			8,439,540	8,454,847	15,307		

* Transferred 1 Million to 5/3 Managed General Account 5/17/18

* Transferred 1 Million from Gen Cking to 5/3 Managed General Account 5/17/18

	Restricted Funds		03/31/18	03/31/18	Difference	Date
7118	Park Fund	Checking	560,021	533,118	(26,903)	N/A
7118	Roads	Checking	550,903	220,330	(330,573)	N/A
8728	Fire Fund	Checking	166,646	170,281	3,635	N/A
4654	Fire Fund Managed	Invest	779,639	778,000	(1,639)	N/A
7134	Receiving Fund	Checking	5,811,434	5,278,079	(533,355)	N/A
6025	Chemical Receiving Fund CD	M/M	1,014,522	2,085,718	1,071,196	6/22/20 1.30%
4662	Receiving Fund Managed	Invest	7,629,153	7,639,104	9,951	N/A
7940	DPW Fund Managed	Invest	108,187	108,761	575	N/A
7126	Tax Fund	Checking	32,418	25,898	(6,519)	N/A
4750	General Employee Flex	Checking	5,076	5,076	-	N/A
3734	Retirement Rec Fund	Checking	85,298	84,880	(418)	N/A
2343	Insurance Funding	Checking	371,146	369,757	(1,389)	N/A
8681	Trust & Agency	Checking	120,433	133,807	13,374	N/A
1111	Special Lights	Checking	48,187	6,278	(41,909)	N/A
3801	Special Milfoil/Water/Sewer/Roads	Checking	62,756	33,388	(29,369)	N/A
Total Restricted Funds - Restricted Use			17,345,819	17,472,476	126,657	<i>Increase/Decrease</i>
TOTAL			\$ 25,785,359	\$ 25,927,323	\$ 141,964	*

* Expences to Oak Terrance

* Transferred \$1 Million to from Rec fund checking to Rec fund managed 5/17/18

* Transferred \$1 Million to from Rec fund checking to managed 5/17/18

* Cleared out year end balances caused reduction

* Cleared out year end balances caused reduction

*** SEE ABOVE NOTES**

Respectfully Submitted:

Jane Blood Law

Jeane Blood Law, Treasurer



Charter Township of Garfield

Grand Traverse County

6. g

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

CHUCK KORN
SUPERVISOR

LANIE MCMANUS
CLERK

JEANE BLOOD LAW
TREASURER

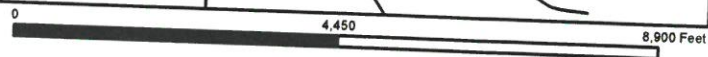
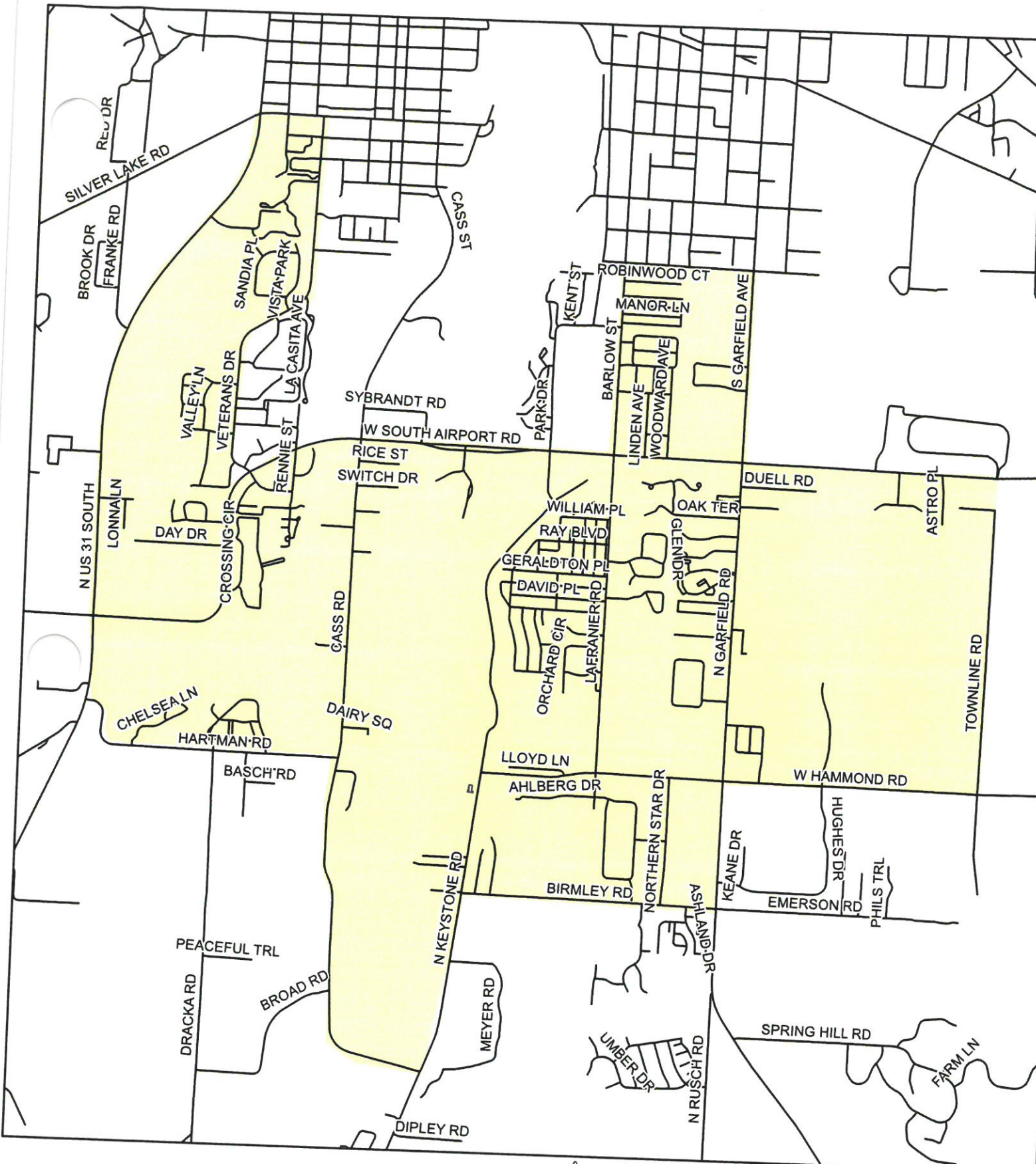
MOLLY AGOSTINELLI, TRUSTEE
DENISE SCHMUCKAL, TRUSTEE

STEVE DUELL, TRUSTEE
DAN WALTERS, TRUSTEE

Opportunity Zones are a new community development program established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities nationwide. The Opportunity Zones program provides a tax incentive for investors to re-invest their unrealized capital gains into Opportunity Funds that are dedicated to investing into Opportunity Zones designated by the chief executives of every U.S. state and territory.

What are the Opportunity Zone Incentives?

- I. **Temporary Deferral:** A temporary deferral of inclusion in taxable income for capital gains reinvested into an Opportunity Fund. The deferred gain must be recognized on the earlier of the date on which the opportunity zone investment is disposed of or December 31, 2026.
 - II. **Step-Up in Basis:** For capital gains reinvested in an Opportunity Fund the basis is increased by 10% if the investment in the Opportunity Fund is held by the taxpayer for at least 5 years and by an additional 5% if held for at least 7 years, thereby excluding up to 15% of the original gain from taxation.
 - III. **Permanent Exclusion:** A permanent exclusion from taxable income of capital gains from sale or exchange of an investment in an Opportunity Fund if the investment is held for at least 10 years. This exclusion only applies to gains accrued after an investment in an Opportunity Fund.
- **The first phase of Opportunity Zones implementation is now complete:** The U.S. Treasury Secretary has now certified the census tracts nominated by the governor of every U.S. state and territory and the mayor of Washington, D.C. For the next ten years, private investors will be eligible for certain tax benefits in return for investing in these low-income communities.
 - **Governors tailored their selections to the needs and potential of their communities.** They relied heavily on **public** and local government **engagement**, rigorous **analytics**, **peer-learning**, and interagency **collaboration** to determine their zones.
 - **Governors prioritized higher-need places.** Zones have an average **poverty rate** of nearly 31 percent, well above the 20 percent eligibility threshold, and an average **median family income** of only 59 percent of its area median, compared to the 80 percent eligibility threshold.
 - **Selected tracts have high need as well as proven growth potential.** The country's Opportunity Zones already contain 24 million jobs and 1.6 million places of business. Many can harness some positive momentum as well: Three-quarters of zones are located in zip codes that experienced at least some level of post-recession **employment growth** from 2011 to 2015.
 - **Less than 4 percent of zones have recently experienced high levels of socioeconomic change**, a proxy for gentrification and displacement risk. The average Opportunity Zone's **housing stock has a median age of 50 years**, more than ten years older than the U.S. median—a sign that many of these neighborhoods urgently need reinvestment.



Opportunity Zone Map

Legend

- Opportunity Zone
- Roads

This map is based on digital databases prepared by Garfield Township. The Township does not warrant, expressly or impliedly, that the information on this map is current or positionally accurate. Always contact a surveyor to be sure of where your property lines are located.

Garfield Charter Township
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 Fax: 231.941.1688
www.garfield-twp.com



NOT A LEGAL SURVEY

Garfield Township Planning Dept: 7/17/2018

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 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.

Section 3. Eligible Housing Projects.

The tax exemption established in Subsection (1) of Section 15(a) of 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 4, below:

- (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 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.

CHARTER TOWNSHIP OF GARFIELD

AMENDED AND RESTATED ORDINANCE NO. 18

(PAYMENT IN LIEU OF TAXES)

Section 5. Property Tax Exemption.

Housing projects which qualify under Section 3 above 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 submits an audited financial statement for each previous calendar year with the Township Assessor by August 1st, annually.

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:

- (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 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 4. 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.
 - (a) Housing projects requesting a lower service charge may enter into a Municipal Services Agreement (hereinafter referred to as "MSA") with the Township. The MSA is intended to cover the additional costs for Police and Fire Protection due to the development of the housing project and the additional occupants now requiring such protection. The suggested MSA calculation follows:
 - (1) The initial market value of the property will be established between the housing project owner and the Township. The market value shall be used to determine the Assessed Value (50% of market) and the Taxable Value, and shall become the basis of the MSA calculation. For each subsequent year, that Taxable Value shall be increased by the CPI as determined annually by the State; and
 - (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.
 - (b) Once the MSA is signed by the housing project owner and the Township, the housing project owner understands this removes their right to appeal subsequent year's assessed or taxable values to the Michigan Tax Tribunal. Filing such an appeal shall cause the Township to begin action to revoke the exemption.

CHARTER TOWNSHIP OF GARFIELD

AMENDED AND RESTATED ORDINANCE NO. 18

(PAYMENT IN LIEU OF TAXES)

- (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) The service charge in lieu of taxes shall be paid to the Township by April 1st of each year. ~~Payments not received by April 1st shall be assessed late fees and/or interest, as provided by Michigan Tax Law, and shall be referred to the Township Board for review, and possible revocation of the exemption. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1896 Act 206, as amended; MCL 211.1, et seq)~~

Section 7. 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.

Section 8. Application Fee.

Applicant shall pay an application fee at the time of the request for a Payment In Lieu of Taxes, as approved annually by the Township Board in their Schedule of Fees. At its discretion, the Township Board may consider deferring or waiving the application fee.

Section 9. 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 owner, 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.

Section 10. 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.

CHARTER TOWNSHIP OF GARFIELD

AMENDED AND RESTATED ORDINANCE NO. 18

(PAYMENT IN LIEU OF TAXES)

Section 11. Effective Date.

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:

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

Nays: ~~None~~

Abstain: ~~None~~

Absent: ~~Duell~~

CERTIFICATION

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 ~~27~~⁴ day of ~~February~~^{July}, 2018 and that ~~6-six~~ members of the Township Board were present and ~~6-six~~ voted for the adoption of the Ordinance.

Lanie McManus, Township Clerk
Charter Township of Garfield

Introduced: ~~July~~^{January 23}~~10~~, 2018

Adopted: ~~February 27~~, 2018

Published: ~~March 11~~, 2018

Effective: ~~April 10~~, 2018



Charter Township of Garfield

Special Assessment Policy

July 18th 2018

Introduction To Special Assessments

Special assessments are charges levied by local governments against real property only (*personal property is exempt*) to defray the costs of public work or improvements which benefit such property. Garfield Township is required by law to follow procedures that are described in Public Improvements Act 188 of 1954, as amended. This act allows the township to make certain improvements and provide funds for the improvements from the general fund, by issuance of bonds, or levying a special assessment to assess the whole or part of the cost of the improvements.

Special Assessments can be used to pay for new construction, improvements and maintenance of public roads, public sanitary sewer systems, public water systems, public parks, eradication or control of aquatic weeds and plants, drains, lights, and sidewalks.

***Benefit** - An improvement done to a property that enhances the value of the property within a special assessment district. The impact of the Special Assessment will increase the market value of the property as a unique, direct and measurable result of the public improvement for which the special assessment is to be levied*

A Special Assessment District (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 by the people who benefit from the SAD.

If the township decides to initiate a special assessment without a petition it must be done only when it is for safety, health and welfare of the community. There must be a "finding" (a legally proper determination) that a project to be specially assessed is "necessary" as defined by the appropriate law. Once the necessity is declared and proper initiation procedures have begun, a series of actions based upon "facts" must be completed.

Also, as a general principle, reasons for the township to initiate the request without a formal petition would be to recognize living standards and the importance of providing clean drinking water or sewer services to land owners. Included are safety factors that would benefit the people, animals, and plants in the ecosystem protected by a public improvement such as sewage treatment infrastructure or improvements to a heavily travel road system.

Requirements of a Special Assessment

A Special Assessment Levy cannot be made unless it is preceded by a series of steps and public notices and hearings which strictly comply with the authorizing statute including the acquisition of signatures on petitions. Garfield Township has incorporated state required statutes in this process.

- **A Petition** - must be presented to the Township before the process begins. The informal petition requires at least 25% of the "recorded land owners" in the district to show interest in the project. Once all required signatures are certified on the informal petition and approved by the Township Board, a resolution will be required to allocate funds for the preliminary design work. Completed petitions will be reviewed and are verified by the assessing department.

Recorded Owners - A person, sole proprietorship, partnership, association, firm, corporation, or other legal entity, possessed of the most recent fee title or land contract vendee's interest in the land as shown by the records of the county register of deeds. 41.721a

- **Feasibility Review** - After the board passes a resolution of intent the township supervisor will present the request to Grand Traverse County Road Commission to request matching funds and also ask that they prepare preliminary road design and cost estimates for the (SAD). These cost estimates will help determine the proposed annual special assessment payment. Any costs associated with the preparation of the (SAD) and the Feasibility review will be added to the total costs once the (SAD) is approved. If the (SAD) does not move forward then the fees associated with design will be paid by the township.
 - A. Contact Grand Traverse County Road Commission for matching funds and design work.
 - B. Present all cost estimates to Garfield's board for review, if approved an informal public information meeting is held and notices sent to of all owners of record that have an interest in the property within the SAD.
- **Informal Public Informational Meeting** - A notice will be sent out to all recorded owners in the proposed district. It will inform them of the date and time of the Informal public meeting. At this meeting the Grand Traverse County Road Commission and Township will present construction costs, estimates and a proposed annual assessment payment. This is an opportunity for the public to give input and ask questions before a formal request is made.

- **Formal Petition** - If there is sufficient support of the (SAD), a formal application must be signed and certified with signatures of more than 50% of the total land area or foot frontage in the special assessment district as finally established by the township board. A Resolution is required for the Board to proceed on tentatively approving its intention to make the improvement, tentatively designating the special assessment district, and setting a date and time for the first public hearing. The resolution will also direct that the completed plans and cost estimates are given to the township clerk and made available for public inspection prior to the first public hearing.

- **Public Hearing # 1 and Resolution, Creation of the (SAD)** - The first public hearing will be held by the township board as required under public Act 188 of 1954, as amended.

The primary purpose of the first hearing is to allow the township board to hear objections to creating a special assessment district and the necessity for the improvement. If the township board desires to proceed with improvement following the first public hearing, it must adopt an resolution addressing these points:

- A. Approval of plans and cost estimates, as originally presented or amended.
- B. Description of the improvement
- C. Designation of the boundaries of the district
- D. Confirmation of the petition for sufficiency (if petition is required)
- E. The amount to be specially assessed and the amount to be paid by the general fund, if any.

** Notice of public hearings in special assessment proceeding shall be mailed to each record owner of, or party of interest, in the properties to be included in the district, at least 10 days before the date of the hearing. Notice shall be published twice before the hearing in a newspaper circulating in the township, with the first publication also being at least 10 days before the date of hearing. Notices of Public Hearings - Michigan townships are governed by special assessments statutes that required a two-hearing process. The first hearing allows the township board to explore the question of creating a district, the estimate of costs, the improvement itself, and the sufficiency of the petition, if one is used. The second is a hearing on the special assessment roll. Through notice requirements, the legislature has established a process whereby property owners are apprised of the hearings and have ample opportunity to comment and protest. Failure to abide by the notice requirements may invalidate the special assessment on the property affected by lack of notice. (see MCL 41.724a) If the owner actually received notice, waived notice or paid a portion of the assessment, the special assessment is not invalid. (MCL 41.72a) Improper notice of the first hearing, however, can invalidate the entire proceedings.*

- **Public Hearing # 2** The primary purpose is to allow the township board to hear objections to the assessment to be levied and to correct any errors on the roll. Persons who object may address only the issues of whether their property was accurately assessed in relation to the benefits received and the total cost of the project, and whether the proceedings to date are valid. A record shall be maintained of parties who appeared to protest. If the hearing is terminated or adjourned for the day before a party is provided the opportunity to be heard, a party whose appearance was recorded is considered to have protested the special assessment in person. (MCL 211.741 (4))
 - A. The Township Board can direct the supervisor to amend, correct or revise the roll
 - B. Confirming the roll after all adjustments have been reviewed (MCL 41.726)
 - C. Wait 30 days after the final public hearing before proceeding to ensure there will be no challenge, then the township can move forward

Challenges on a Special Assessment - Once the township board confirms the roll, it is final and binding unless challenged in a court of competent jurisdiction within 30 days after confirmation. (MCL 41.726) The special assessment constitutes a lien against the property until it is paid in full. A property owner or other person who appeared at the hearing to protest his or her special assessment may file a written appeal to the Michigan Tax Tribunal within 30 days after the confirmation of the special assessment roll. (MCL 211.746) The special assessment is presumed valid, so the burden is on a property owner who challenges a special assessment to submit persuasive evidence to overcome the presumption of validity.

- **Bid Award** - Grand Traverse County and the Township work together in reviewing the bids for the project, along with our township engineers if they have been involved in the project. A company will be selected and approved by the township board. Costs estimates will be refined based upon the bid results. The supervisor and assessor will be charged with the task of assigning the appropriate benefit amount for each parcel within the district. Once the individual benefit amounts and the final cost estimate has been determined, the special assessment roll will be created.
- **Commence Construction** - The Grand Traverse County Road Commission will commence construction of the improvement project.
- **Implement Assessments** - The Township will begin the process of collecting the special assessments against the individual properties within the special assessment district.

Property Exempt and Nonexempt From Special Assessments

- **Non Exempt** -All real property, including property normally exempt from taxation under general property tax laws, is subject to special assessment. Public Act 225 of 1976.
- **Personal Property** - Is exempt
- **Exempt corporations; agreement to pay assessment** - The governing body of any public or private corporation whose lands exempt by law may, by resolution, agree to pay the special assessments against such lands, and in such case the assessment, including all installments thereof, shall be a valid claim against such corporation. 41.734.

Apportionment of the Special Assessment *Need to work on

Apportionment - The total amount to be assessed against each parcel of land, which shall be relative to the portion of the whole sum to be levied against all parcels of land in the special assessment district as the benefit to the parcel of land bears some relationship to the total benefit to all parcels of the land in the special assessment district.

Special assessment statutes do not designate how the assessment is to be apportioned, but does require the township to follow one of the formula methods listed below. That formula will be determine by the Garfield's board and with any recommendations necessary from engineers to assist in determining which method would be most reasonable for the special assessment district.

- **Front Foot Assessments** - The length of the parcel's frontage
- **Total Land Area** - The square foot area of the parcel
- **Value** - Value of the land
- **Multi-Factor** - A combination of factors on a weighted basis to apportion costs which may include foot frontage, total land area and value. Other apportionment measures include: per lot basis, depths of lots, degree of accessibility to other roads.

Assessment of platted corner lots - Garfield Township by resolution, may agree to pay up to 1/3 of the cost of the special assessment levied against any platted corner lot for the payment of the public improvement authorized under the provisions of this act. 41.734a

Bonds - The township may borrow money and issue the bonds of the township in anticipation of the collection of the special assessments to defray all or any part of the cost of any improvement made under this act after the special assessment roll is confirmed. (MCL 41.735)



**COST SHARING PROCEDURE
FOR LOCAL ROAD IMPROVEMENT
AND OTHER IMPROVEMENTS IN THE ROAD RIGHT-OF-WAY**

The Board of the Grand Traverse County Road Commission is bound by the funding and expenditure rules of Public Act 51. Section 12 of Act 51 states at least fifty (50%) percent of the funds for local road construction must come from sources other than the Michigan Transportation Fund (MTF): the Road Commission's main source of income.

The Board and Townships recognize local road funding through the MTF is limited. Therefore, when possible, the Road Commission will enter into a cost sharing agreement with individual Townships for road projects. It is understood the Road Commission is the sole contracting authority for all road improvement projects. In order to accomplish the special projects in a fair manner while still providing county-wide road duties, the following procedures are established:

PROCEDURES

1. Township must submit a written request (*See attached form.*) for a Preliminary Opinion of Probable Costs from the Road Commission if they wish to pursue a project. A deposit of \$1,000 must accompany each request. If the project proceeds, the funds will be applied to the township's portion of the project cost. If a township agreement has not been executed within 12 months of the estimate date, \$500 will be returned to the township.
2. Available Road Commission funds shall be used on a higher priority basis. To determine priorities, the following items will be considered - Safety, date of request, attributes (Asset Management Plan), volume and function.
3. If economic necessity warrants, Townships and/or other entities have the option or may be required to submit up to 100% of the estimated share before construction begins. Monies submitted in excess of actual cost shall be promptly refunded after completion of the project.
4. A Township may split the costs of improvements to township line roads with a neighboring township.
5. Once a request is received, the Road Commission will put together an Opinion of Probable Cost on behalf of the Township.
6. A preliminary Opinion of Probable Cost with a cover letter will be forwarded to the Township within 45 days. Opinions of Probable Cost are valid for twelve months from the date prepared. The deposit to update expired opinions is \$500.
7. Changes in scopes for projects that an Opinion of Probable Cost has been prepared and submitted will be considered as a new request and the \$1,000 deposit applies.
8. When the Road Commission receives a written request to proceed with a project, they will generate a Final Opinion of Probable Costs for the Township and forward it with an Agreement for the Township to sign within 30 days.
9. If the Township agrees to Final Opinion of Probable Costs, the Township will authorize and sign the Agreement, and return it to the Road Commission.
10. When the Road Commission receives the signed Agreement, they will execute the necessary signatures at the next regularly scheduled Board meeting and return a copy of the Agreement to Township.
11. Once the Agreement has proper signatures, the project will be placed on the annual project list.
12. The Road Commission may, at its option, contract or subcontract out all or any part of local road improvement projects. The Road Commission will be the sole contracting authority for all projects.

NOTE: Project costs could include, but are not limited to, the following actual costs:

- a) Survey
- b) Design
- c) Construction
- d) Right-of-way Acquisition
- e) Material Costs, including Trucking
- f) GTCRC Administrative and Overhead Costs



**REQUEST TO INITIATE A LOCAL ROAD IMPROVEMENT PROJECT
AND OTHER RIGHT-OF-WAY IMPROVEMENTS
FROM THE GRAND TRAVERSE COUNTY ROAD COMMISSION**

The Township of _____ hereby requests the Board of County Road Commissioners of Grand Traverse County to initiate a cost-share project and prepare an opinion of probable cost.

We agree and understand improvements that require surveys, designs, etc. (clearing of trees, excavation of clay and muck soils, right-of-ways, DNR permits, utility relocation, etc.) will be scheduled for completion after the work is requested and is in progress during the season of the year that is most efficient for the Road Commission to complete the work.

The Township understands it generally takes six (6) to twelve (12) months to complete surveys, design, prepare opinion of probably cost, obtain necessary permits and verify or acquire right-of-ways. Improvements of graveling and paving of a prepared road base can generally be completed within three (3) to nine (9) months. Traffic control devices may require coordination with other agencies, equipment and right-of-way acquisition, as well as contracted labor. Work will be scheduled after the approval of the local agreement depending on funding arrangements and weather conditions.

The Township agrees to the scheduling stated above and agrees to pay its portion of the cost share of the actual survey, filed work, design costs as previously agreed. These costs are receivable 30 days after the invoice date. Please enclose the appropriate deposit based on the request type.

LOCAL ROAD NAME:		
BEGINNING POINT		
ENDING POINT:		
REQUEST TYPE: <input type="checkbox"/> Initial (\$1,000) <input type="checkbox"/> Update (\$500) <input type="checkbox"/> Scope Change (\$1,000)		
TYPE OF WORK REQUESTED <input type="checkbox"/> Survey <input type="checkbox"/> Design <input type="checkbox"/> Gravel <input type="checkbox"/> Pavement <input type="checkbox"/> Other		
Please describe any other type of work: _____ _____		
Prepared by:	Check #	Amount

Supervisor _____


Date _____

Clerk _____

Date _____

Treasurer _____

Date _____

 Charter Township of Garfield Planning Department Report No. 2018-76			
Prepared:	July 23, 2018	Pages:	Page 1 of 2
Meeting:	July 24, 2018 Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	Proposed Ordinance Addressing Floodplain Management Provisions of the State Construction Code		

BACKGROUND:

The attached model floodplain ordinance was introduced at the June 26, 2018 meeting of the Board of Trustees and the following motion was passed unanimously:

MOTION THAT a public hearing BE SCHEDULED for the July 24, 2018 meeting of the Charter Township of Garfield Board of Trustees to consider adopting the Ordinance language regarding floodplain regulations attached to PD Report 2018-68.

Following tonight’s public hearing, a draft resolution for adopting the model floodplain ordinance is attached to this report for your consideration. A motion for adopting the draft resolution can be found on the second page of this report.

STAFF COMMENT:

Although not mandatory, participation in the National Flood Insurance Program (NFIP) has a number of benefits for a community, perhaps most importantly that residents are provided the opportunity to purchase flood insurance. Garfield Township has participated in the Program since 1986. Acme, Blair, East Bay, Long Lake, Paradise, Peninsula, Union, and Whitewater Townships all are currently enrolled in the NFIP.

The Federal Emergency Management Agency (FEMA) has identified and mapped any potentially flood-prone areas within the Township. Overall, the Township is not considered flood-prone at all. Nonetheless, the floodplain maps provide a sense of where the potential for flooding is highest, namely along the banks of the Boardman River. All of the maps provided to the Township by FEMA are available for review in the Planning Department.

In order to formally acknowledge the boundaries delineated in the floodplain maps and to make the Township’s participation in the NFIP official, an ordinance must be adopted. The state provides a model ordinance for this purpose, a copy of which is attached to this report.

Under the ordinance, the Township Building official would have the authority to enforce the floodplain provisions of the Michigan Construction Code with the adopted maps serving as the basis for that enforcement. In practice, this would mean that the Building Official can require landowners to meet certain code requirements depending upon their location with regard to flood-prone areas.

ACTION REQUESTED:

This agenda item was placed on tonight's agenda for purposes of a public hearing followed by potential consideration of a resolution for adoption. If the Board is satisfied with the information provided to date, the next step is to adopt a resolution (*attached*), a motion for which is as follows:

MOTION THAT Resolution # 2018-21-T attached to PD Report 2018-76 to participate in the National Flood Insurance Program BE ADOPTED.

Attachments:

1. Model Ordinance Addressing Floodplain Management Provisions of the State Construction Code
2. Resolution # 2018-21-T for Adopting the Model Floodplain Ordinance

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

CHARTER TOWNSHIP OF GARFIELD

GRAND TRAVERSE COUNTY

Ordinance No. 72

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

The Charter Township of Garfield:

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

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

Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Grand Traverse County, Michigan" (All Jurisdictions) and dated August 28, 2018 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of 26055C, 0094C, 0207C, 0225C, 0228C, 0250C, 0226C, dated August 28, 2018 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3

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

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

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

Adopted this _____ day of _____, 2018.

This ordinance duly adopted on _____ at a regular meeting of the Charter Township of Garfield Board of Trustees and will become effective _____ (*Date*).

Signed on _____ by _____,

Lanie McManus, Clerk

Garfield Township

Attested on _____ by _____

Chuck Korn, Supervisor

Garfield Township

MICHIGAN COMMUNITY RESOLUTION TO
MANAGE FLOODPLAIN DEVELOPMENT
FOR THE NATIONAL FLOOD INSURANCE PROGRAM

Resolution 2018-24-T

WHEREAS, the community of the Charter Township of Garfield in Grand Traverse County currently participates desires to participate in the Federal Emergency Management Agency’s (FEMAs) National Flood Insurance Program (NFIP) by complying with the program’s applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, and reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community, and

WHEREAS, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. Flood or Flooding means:
 - a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
 - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.
2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.
3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).
4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance), and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

WHEREAS, the Stille-Derossett-Hale Single State Construction Code Act”, Act No. 230 of the Public Acts of 1972, as amended (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] and the Michigan Rehabilitation Code for Existing Buildings contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas, as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

WHEREAS, by the action dates of this document or an existing historical ordinance adoption action dated _____, the community affirms/accepted the responsibility to administer, apply, and enforce the provisions of the construction code act and the state construction code, specifically the Michigan Residential Code and the Michigan Building Code, to all construction within its community boundaries, and

NOW THEREFORE, to maintain eligibility and continued participation in the NFIP,

1. The community directs its construction code act designated enforcing agency, The Garfield Township Building Department, to administer, apply, and enforce the floodplain management regulations as contained in the state construction code (including Appendix G) and to be consistent with those regulations by:
 - a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area and areas with potential flooding.
 - b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
 - c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, the construction code act enforcing agent shall implement the following applicable codes according to their terms:
 - i) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code.
 - ii) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code.
 - iii) Appendix G of the current Michigan Building Code.
 - iv) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Rehabilitation Code for Existing Buildings.
 - d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations.
 - e. Assisting in the delineation of flood hazard areas; providing information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintaining floodproofing and lowest floor construction records, cooperating with other officials, agencies, and persons for floodplain management.

- f. Advising FEMA of any changes in community boundaries, including appropriate maps.
 - g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevations to which structures have been floodproofed.
2. The community assures the Federal Insurance Administrator (Administrator) that it intends to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to continue to participate in the program.
 3. The community further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

Community: Charter Township of Garfield Date Passed: _____

Officer Name: Chuck Korn Title: Supervisor

Signature: _____ Date: _____

Witness Name: Lanie McManus Title: Clerk

Signature: _____ Date: _____

TOWER SPACE LEASE AGREEMENT

This Tower Space Lease Agreement is made this _____ day of _____, 2018, between the **Charter Township of Garfield**, a Michigan municipal corporation of 3848 Veterans Drive, Traverse City, Michigan (the "Township") and the **Grand Traverse County Road Commission**, a quasi-Michigan municipal corporation, of 1881 Lafranier Road, Traverse City, Michigan 49696 (the "Road Commission").

Recitals

WHEREAS, the Township owns a _____' communications tower ("Tower") and equipment shelter located on real property it owns at 3345 Day Drive, Traverse City, Grand Traverse County, Michigan, and legally described in attached **Exhibit A** ("Property"); and

WHEREAS, the Road Commission desires to locate a repeater antenna on the Tower for the operation of the Road Commission's traffic signals and install necessary equipment for the repeater antenna in the equipment shelter; and

WHEREAS, the Township agrees to lease the same to the Road Commission under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Road Commission and the Township agree as follows:

1. **LEASED SPACE.** The Township leases to the Road Commission approximately 4' (four feet) of space on the Tower at the 872 foot level for the installation of a repeater antenna and a portion of the equipment shelter at the base of the Tower for the installation of the necessary equipment for the repeater antenna. Said equipment and its placement on the Tower are more specifically described in attached **Exhibit B**.
2. **LICENSE.** The Township also grants a license to the Road Commission in the Tower, the equipment shelter, and the Property for reasonable access to the Tower and equipment shelter on a 24-hour basis for the purpose of installing, maintaining, repairing and removing the Road Commission's equipment.
3. **CONSIDERATION.** \$1.00, receipt of which is hereby acknowledged, and the public benefit of the efficient operation of traffic signals within the Township.
4. **MISCELLANEOUS CONDITIONS.** The Road Commission understands and agrees that:
 - A. The Road Commission accepts the leased and licensed space (the "Premises") as is.
 - B. The Road Commission's use of the Premises shall not result in any damage to the Tower and shall not interfere with the Township's use of the Tower.

C. The Road Commission shall comply with all applicable federal, State and local laws, rules and regulations, including, but not limited to, the laws, rules and regulations of the Federal Communications Commission, Federal Aviation Agency, the State of Michigan, and the Township.

5. TERM. The term of this Agreement shall be for three (3) years commencing from the date specified above and shall remain in effect unless renewed or terminated as provided herein.

6. TERMINATION. This Agreement may be terminated by either party on 180 days written notice and may be terminated immediately following damage to the Tower making the Tower unfit for the purpose of this Agreement.

7. OPTIONS TO RENEW. The Road Commission shall have the option to renew and extend the term of this Lease for an additional three (3) year term. The renewal period shall be deemed exercised by the Road Commission provided that either the Township or the Road Commission do not provide notice of their intent not to renew at least 30 days prior to the date of the renewal date.

8. MAINTENANCE. Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal.

9. MODIFICATION OF PREMISES. Except as otherwise provided herein, the Road Commission shall not modify or alter the Tower, equipment shelter, or Property without the prior written consent of the Township.

10. EXPENSES. Except as otherwise provided herein, the Road Commission shall pay all expenses in connection with its use of the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, fees, license fees and assessments lawfully levied or assessed upon its personal property

11. INDEMNIFICATION; INSURANCE; COOPERATION.

A. To the fullest extent permitted by law, the Road Commission shall indemnify, defend and hold harmless the Township, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against the Township, its elected and appointed officials, employees and agents, up to and to the extent of its insurance limits as the result of, or arising out of, or relating to any actions or omissions of the Road Commission, its officers, board members, employees or agents, in performance under this Agreement.

B. To the fullest extent permitted by law, the Township shall indemnify, defend and hold harmless the Road Commission, its officers, board members, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against the Road Commission, its officers, board members, employees and agents, up to and to the extent of its insurance limits as the result of, or arising out of, or relating to any actions or omissions of the Township, its elected and appointed officials, employees or agents, in performance under this Agreement.

C. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunities provided by law.

D. Each party shall obtain and maintain in effect during the term of this Agreement liability insurance that will be the sole source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance will be in a form and amount acceptable to the other party, and each party shall provide the other, upon request, with an appropriate certificate evidencing such insurance. It is expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.

E. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.

12. REMOVAL OF EQUIPMENT. Upon expiration or termination of this Agreement, whether by lapse of time or otherwise, the Road Commission shall promptly remove its equipment and vacate the portion of the Tower, equipment shelter, and Property occupied by it under the provisions of this Agreement. The Road Commission shall leave the Premises in a clean, good condition.

13. DAMAGE OR DESTRUCTION OF EQUIPMENT. Neither party shall be liable to the other for consequential damages arising from interference, discontinuance, or interruption of the other party's operation on the Tower nor shall the parties be liable to the other party for damages arising from interference, discontinuance, or interruption of the other party's operation on the Tower as a result of a third party's acts or omissions or an Act of God or circumstances beyond a party's control.

14. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions contained herein shall not be deemed a continuing waiver of that default or any subsequent default.

15. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the parties in the same manner as this Agreement, or by changes in applicable law that mandate alteration of a term or terms of this Agreement.

16. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant only.

17. ASSIGNMENT; SUBLETTING. The Road Commission shall not assign this Agreement or any right or obligation under this Agreement without the prior consent of the Township.

18. SUCCESSORS AND ASSIGNS. If this Agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

19. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this agreement and their respective successors and permitted assigns.

20. SEVERABILITY. Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

21. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

22. NOTICES. All required notices shall be in writing and shall be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the Road Commission: Grand Traverse County Road Commission
1881 LaFranier Road
Traverse City, MI 49696
Attention: Manager

If to the Township: Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684
Attention: Supervisor

23. ENTIRE AGREEMENT. This Agreement is the entire understanding between the parties.

24. COUNTERPARTS. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

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

CHARTER TOWNSHIP OF GARFIELD
APPROVED AS TO SUBSTANCE:

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Its: _____

Subscribed and sworn to before me this day of _____, 2018.

Notary Public
_____ County, MI
Acting in _____ County, MI
My Commission Expires: _____

**GRAND TRAVERSE COUNTY ROAD
COMMISSION**

APPROVED AS TO SUBSTANCE:

By: _____

Its: _____

APPROVED TO AS TO FORM BY

By: _____

Its: _____

Subscribed and sworn to before me this day of
_____, 2018.

Notary Public

_____ County, MI

Acting in _____ County, MI

My Commission Expires: _____

"EXHIBIT A"

Parcel 05-021-014-20**Grand Traverse County Property Information 2018****Parcel:** 05-021-014-20**Jurisdiction:** Garfield Township**Owner Name:** CHARTER TWP OF GARFIELD
CELL TOWER 3345 DAY DR**Property Address:** 3345 DAY DR
TRAVERSE CITY, MI 49684-4588**Mailing Address:** 3848 VETERANS DR
TRAVERSE CITY, MI 49684-4519**2018 Property Information****Current Taxable Value:** \$0**School District:** 28010**Current Assessment:** \$0**Current S.E.V.:** \$0**Current P.R.E.*:** 0%

* This percentage may pertain to exemptions other than the Principal Residence Exemption.

Current Property Class: 703 - Exempt County, City, Twp. or Village**Tax Information**

Taxable Year	Summer Tax Amount	Winter Tax Amount
2017	\$0.00	\$0.00
2016	\$0.00	\$0.00
2015	\$0.00	\$0.00

Property Sale Information

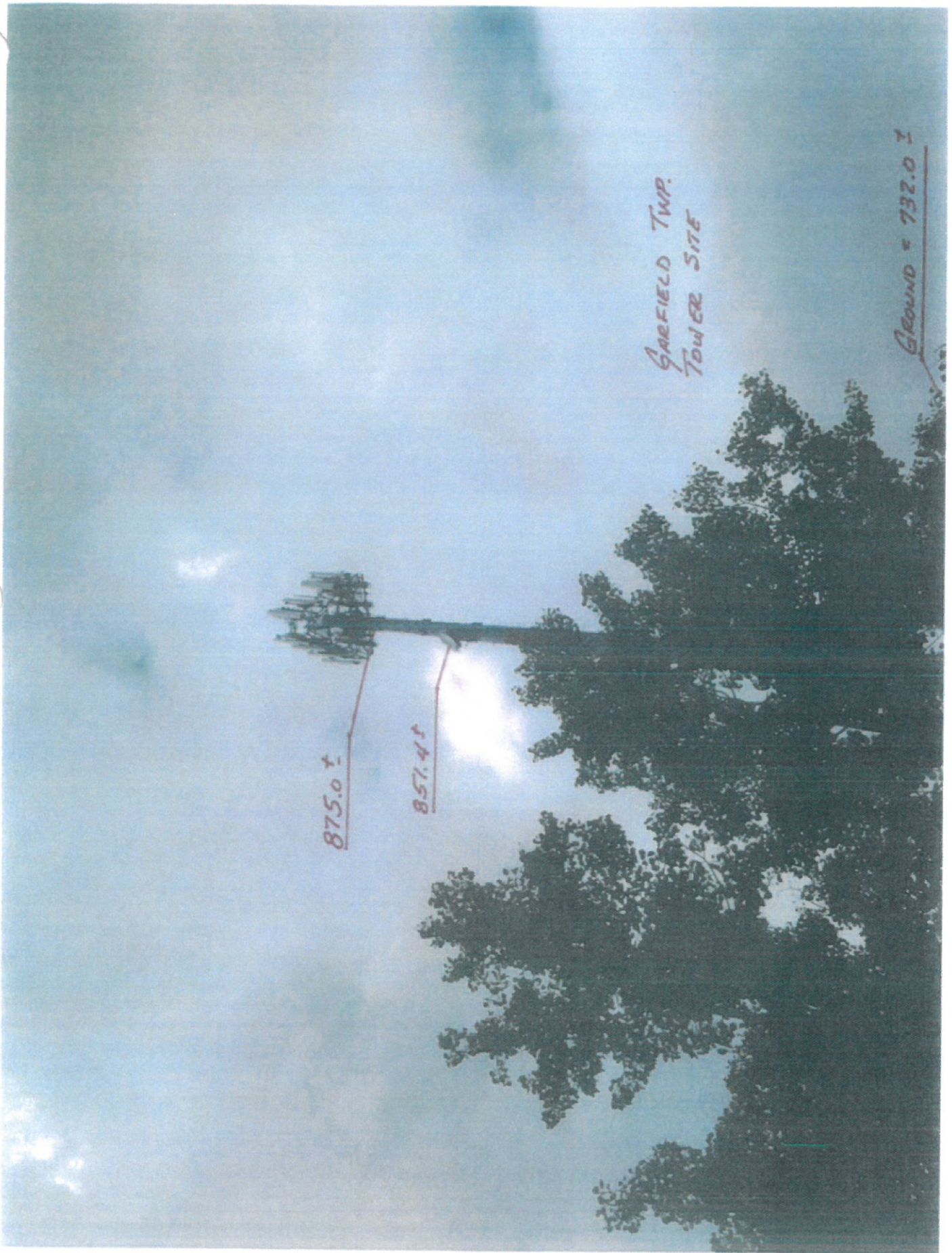
Sale Date	Sale Amount	Liber and Page
5/20/1976	\$0.00	392/467

Tax Description

COM SW COR DAY SUB TH S 0 DEG 06' W 120' TH S 89 DEG 27' E 100' TH N 1 DEG 39' W
105.93' TO DAY DR S R/W TH SWLY ALG R/W 99.32' TH N 89 DEG 27' W ALG R/W 9.63' TO
POB SEC 21 T27N R11W.



"Exhibit B" draft



GARFIELD TWP.
TOWER SITE

875.0 ft

857.4 ft

Ground = 732.0 ft

Judith Battle

From: Chuck Korn
Sent: Wednesday, July 18, 2018 3:06 PM
To: Judith Battle
Subject: TOWER SPACE LEASE AGREEMENT

From: Scott Howard [<mailto:Scott@envlaw.com>]
Sent: Wednesday, July 18, 2018 1:51 PM
To: Chuck Korn
Cc: Karla Gerds
Subject: RE:

This generally looks fine. I note that paragraph 11.D provides that both parties have the ability to determine if the insurance coverage for the Tower is in a form and amount acceptable to the other party. This allows the RC to determine the form and amount of your insurance policy, but I am okay with it as you have the same right with respect to them (the "goose-gander rule"). Let me know if you have any follow up questions.

Scott

OLSON, BZDOK & HOWARD

To: Chuck Korn, Garfield Township Supervisor
From: Chris Bzdok
Re: Review of Consumers Energy streetlighting contracts
Date: July 19, 2018

You have asked me to review three contracts from Consumers Energy related to streetlighting in Garfield Township. Generally, my recommendation is that these contracts are standard and it is not necessary to propose changes to them before approving them. That said, there are a few points to be aware of and a few questions you may want to ask Consumers.

The three contracts are (1) Standard Lighting Contract for Company-owned streetlights (Form 548 – GUL rate); (2) Standard Lighting Contract for Company-owned streetlights (Form 547 – GUL rate); and (3) Standard Lighting Contract for Company-owned streetlights (Form 548 – GUXL rate).

- The first contract is a baseline agreement and covers existing lights of two types: high-pressure sodium (HPS) (100, 150, 250 and 400 watts) and mercury vapor (MV) (175 watts). These lights are owned by Consumers and the Township takes service under the Company's rate GUL (General Unmetered Lighting).
- The second contract authorizes the removal of certain MV streetlights and the replacement of some of them with HPS lights (100 watts). Once again, the new lights will be owned by Consumers and the Township will take service under the Company's rate GUL.
- The third contract authorizes the replacement of the other removed MV streetlights with LED lights (54 nominal watts). These lights will again be owned by Consumers but the Township will take service under the Company's rate GU-XL (General Unmetered Experimental Lighting).

One thing that I want to bring to your attention is that the Township's costs under these contracts are not fixed. Paragraphs 4 and 6 of the Standard Terms and Conditions state that the Township will pay for lighting service in accordance with the applicable lighting rates (GUL and GU-XL), "and in accordance with such revisions and amendments thereof, supplements thereto,

or substitutions therefore as may be filed with and approved by the Michigan Public Service Commission.”

Consumers currently has requests pending before the MPSC to increase the rates for each of the streetlighting types specified in the contracts. I have attached the rate and tariff sheets that show the proposed increases. I have highlighted the lighting types listed in the proposed Consumers contracts with the Township for your convenience.¹

I currently represent the Cities of Grand Rapids and Flint in the MPSC case where Consumers has proposed these increases. I am aware from discussions with Consumers in that case that the Company acknowledges some mistakes in the calculation of the GU-XL rate and we are attempting to sort that out. In any event, once it is sorted out there will still be a significant increase request for GU-XL; and the requested increase in GUL lighting may be even larger as a result. Again, I am not proposing that the Township reject these contracts or try to renegotiate them based on these increases. I am letting you know because if I was on the Board, I would want to know about cost increases before I voted on the contracts, even if I ultimately voted in favor.

I additionally want to bring to your attention that in addition to the rates and fixture charges outlined above, Consumers charges cities a cost to convert streetlights to LED. The proposal you received from Consumers outlines this charge. You may want to verify that this cost is still the same. Consumers indicates in the proposal that there is no cost of conversion to HPS.

I have three items that I would propose following up on with Consumers: (1) return on investment (ROI) for conversion under the new rates; (2) ownership of LEDs; and (3) rebate for past overbilling.

(1) ROI for conversions. The proposal you received from Consumers included estimates of monthly savings and payback periods for the proposed conversions. Given the date of the proposal (December 2017), these estimates are not based on the streetlighting rates that Consumers is currently requesting from the MPSC. It may be worth asking Consumers to update these figures based on best available information at the current time. It may also be worth asking for an alternate scenario or two that showed costs, savings and payback for substituting some additional LEDs and fewer HPS lights for some of the MVs that are being removed. In the long run, LEDs will be the way to go and so it may make sense to shift farther in that direction sooner if you are replacing lights now.

(2) Ownership of LEDs. Streetlights are either owned by Consumers, as yours are, or by the customer. Generally, it is my understanding from others² that customer-owned LEDs will be a

¹ Note that the total LED rate under GU-XL is the sum of the proposed power supply charge and the distribution charge ($\$0.047477 + \$0.144416 = \$0.191893$, or 19.2 cents per kWh), plus the \$6.00 per month fixture charge.

² I have not independently verified this point.

better deal long term, due in part to a local unit of government having a lower cost of capital than the utility. (Since you don't pay taxes or a return on investment to shareholders.) It might be worth inquiring as to whether Township ownership is an option for the new LEDs. Even if not, it is at least something to keep in mind if the Township plans for additional LED conversions in the future.

(3) Rebate. It is my understanding that Consumers has represented to the Township that you have a rebate coming for some past overbilling attributable to incorrect streetlight counts. This rebate is not mentioned or acknowledged in any of the contracts. That is not necessarily a problem, since the contracts are standard forms. However, because you are about to enter into new agreements on this subject matter, and the rebate is not mentioned in them, you will want to make sure you have sufficient documentation that the rebate is coming that you are comfortable signing contracts for streetlighting that do not mention it.

GENERAL SERVICE UNMETERED LIGHTING RATE GUL
 (Continued From Sheet No. D-50.10)

Monthly Rate

The charge per luminaire per month shall be:

Type of Luminaire	Nominal Rating of Lamps (One Lamp per Luminaire) ⁽¹⁾						Service Charge per Luminaire ⁽⁴⁾		Fixture Charge per Luminaire ⁽⁴⁾
	Watts	Ballast ⁽²⁾	Watts Including		Non-Capacity	Total			
			Lumens	Capacity		Capacity			
Mercury Vapor ⁽³⁾	100	128	3,500	7.71 8.94	0.00	7.71 8.94		\$6.00	
Mercury Vapor ⁽³⁾	175	209	7,500	12.59 14.60	0.00	12.59 14.60		6.00	
Mercury Vapor ⁽³⁾	250	281	10,000	16.93 19.63	0.00	16.93 19.63		6.00	
Mercury Vapor ⁽³⁾	400	458	20,000	27.59 31.99	0.00	27.59 31.99		6.00	
Mercury Vapor ⁽³⁾	700	770	35,000	46.39 53.78	0.00	46.39 53.78		6.00	
Mercury Vapor ⁽³⁾	1,000	1,080	50,000	65.07 75.43	0.00	65.07 75.43		6.00	
High-Pressure Sodium ⁽³⁾	70	83	5,000	5.00 5.80	0.00	5.00 5.80		6.00	
High-Pressure Sodium	100	117	8,500	7.05 8.17	0.00	7.05 8.17		6.00	
High-Pressure Sodium	150	171	14,000	10.30 11.94	0.00	10.30 11.94		6.00	
High-Pressure Sodium ⁽³⁾	200	247	20,000	14.88 17.25	0.00	14.88 17.25		6.00	
High-Pressure Sodium	250	318	24,000	19.16 22.21	0.00	19.16 22.21		6.00	
High-Pressure Sodium	400	480	45,000	28.92 33.52	0.00	28.92 33.52		6.00	
Fluorescent ⁽³⁾	380	470	20,000	28.32 32.83	0.00	28.32 32.83		6.00	
Incandescent ⁽³⁾	202	202	2,500	12.17 14.11	0.00	12.17 14.11		6.00	
Incandescent ⁽³⁾	305	305	4,000	18.37 21.30	0.00	18.37 21.30		6.00	
Incandescent ⁽³⁾	405	405	6,000	24.40 28.29	0.00	24.40 28.29		6.00	
Incandescent ⁽³⁾	690	690	10,000	41.57 48.19	0.00	41.57 48.19		6.00	
Metal Halide	150	170	9,750	10.24 11.87	0.00	10.24 11.87		6.00	
Metal Halide ⁽³⁾	175	210	10,500	12.65 14.67	0.00	12.65 14.67		6.00	
Metal Halide	250	290	15,500	17.47 20.25	0.00	17.47 20.25		6.00	
Metal Halide	400	460	24,000	27.71 32.13	0.00	27.71 32.13		6.00	

- Ratings for fluorescent lighting apply to all lamps in one luminaire.
- Watts including ballast used for monthly billing of the Power Supply Cost Recovery (PSCR) Factor, the Power Plant Securitization Charges and surcharges.
- Rates apply to existing luminaires only and are not open to new business.
- For customers who own their lighting fixtures and are assessed a Service Charge (but not a Fixture Charge), the charge per luminaire represents a ~~29.7~~ 34.2% Power Supply Charge and a ~~70.3~~ 65.8% Distribution Charge. For customers who do not own their lighting fixtures and are assessed both a Service Charge and a Fixture Charge, the charge per luminaire represents a ~~18.0~~ 22.5% Power Supply Charge and a ~~82.0~~ 77.5% Distribution Charge.

For energy conservation purposes, customers may, at their option, elect to have any or all luminaires served under this rate disconnected for a period of six months or more. The charge per luminaire per month, for each disconnected luminaire, shall be 40% of the monthly rate set forth above. However, should any such disconnected luminaire be reconnected at the customer's request after having been disconnected for less than six months, the monthly rate set forth above shall apply to the period of disconnection. An \$8.00 per luminaire disconnect/reconnect charge shall be made at the time of disconnection except that when the estimated disconnect/reconnect cost is significantly higher than \$8.00, the estimated cost per luminaire shall be charged.

For 24-hour mercury-vapor service, the charge per luminaire shall be 125% of the foregoing rates.

(Continued on Sheet No. D-52.00)

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL
 (Continued From Sheet No. D-54.01)

Facilities Policy (Contd)

Company-Owned Option (Contd)

- D. The Company will determine the type and size of all experimental lighting fixtures to be offered under this rate. The list of approved fixtures is subject to modification at the sole discretion of the Company to accommodate new product development and advances in technology. Upon customer request, the Company shall provide a list of experimental lighting available under this rate.
- E. The Company shall determine all associated equipment necessary to provide service under the Company-Owned Unmetered Experimental Lighting option.
- F. Any charges, deposits or contributions may be required in advance of commencement of construction.
- G. At the Company's discretion, any failed lighting fixtures may be converted to an equivalent LED at no cost to the customer if the customer agrees to the conversion. The replaced fixture will then be moved to General Unmetered Experimental Lighting Rate GU-XL upon completion of the installation.

Customer-Owned Option

If it is necessary for the Company to install distribution facilities to serve a customer-owned system, contributions and/or deposits for such additional facilities shall be calculated in accordance with the Company's general service line extension policy. Any charges, deposits or contributions may be required in advance of commencement of construction.

Monthly Rate

Power Supply Charges

Energy Charge:

Non-Capacity	Capacity	Total	
\$0.059553	\$0.000000	\$0.059553	per kWh for all kWh
<u>0.047477</u>		<u>0.047477</u>	

This rate is subject to the Power Supply Cost Recovery (PSCR) Factor shown on Sheet No. D-4.00.

Delivery Charges Customer-Owned Option

Distribution Charge: ~~\$0.025336~~ 0.117741 per kWh for all kWh

Delivery Charges Company-Owned Option

Distribution Charge: ~~\$0.031076~~ 0.144416 per kWh for all kWh

Fixture Charge per Luminaire: \$6.00 per month

This rate is subject to the Surcharges shown on Sheet Nos. D-2.00 through D-3.10 and the Power Plant Securitization Charges shown on Sheet No. D-5.10.

General Terms

This rate is subject to all general terms and conditions shown on Sheet No. D-1.00.

Due Date and Late Payment Charge

The due date of the customer bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance, net of taxes, shall be assessed to any bill which is not paid on or before the due date shown thereon.

Determination of Monthly Kilowatt-Hours and Burning Hours per Month Based on 4,200 Burning Hours per Year

The monthly kilowatt-hours shall be determined by multiplying the total capacity requirements in watts (including the lamps, ballasts, drivers, and control devices) times the monthly Burning Hours as defined below divided by 1,000. The customer shall not change the capacity requirements of the equipment owned by it without first notifying the Company in writing of such changes and the date that they shall be made, and modifying the lighting contract with the Company accordingly.

Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
457.8	382.2	369.6	306.6	264.6	226.8	252.0	298.2	336.0	399.0	432.6	474.6	4,200

Hours of Lighting

Unmetered Experimental Lighting shall be burning at all times when the natural general level of illumination is lower than about 3/4 footcandle, and under normal conditions this is approximately one-half hour after sunset until approximately one-half hour before sunrise. Lighting service will be supplied from dusk to dawn every night and all night on an operating schedule of approximately 4,200 hours per year.

(Continued on Sheet No. D-54.03)

Schedule F-3

MICHIGAN PUBLIC SERVICE COMMISSION
 Consumers Energy Company
 Present and Proposed Revenue Detail
 (\$000)

Case No.: U-20134
 Exhibit No.: A-16 (LMC-3)
 Schedule: F-3
 Page: 27 of 29
 Witness: LMCollins
 Date: May 2018

Unmetered Lighting Service GUL

(a) Line No.	(b) Description	(c) Customer Fixtures	(d) Company Fixtures	(e) Units	(f) Watts Incl Ballast	(g) Total MWh Annual	(h) Present			(i) Proposed		
							Rates			Rates		
							Non Cap Service	Fixture	Revenue	Non Cap Service	Fixture	Revenue
						\$/unit	\$/unit	\$000	\$/unit	\$/unit	\$000	
Mercury Vapor												
1	3500 Lumens	-	3,860	Lights	128	173	7.71	6.00	\$ 53	8.94	6.00	\$ 58
2	7500 Lumens	36	119,452	Lights	209	8,741	12.59	6.00	2,221	14.60	6.00	2,461
3	10000 Lumens	432	24,064	Lights	281	2,409	16.93	6.00	559	19.63	6.00	625
4	20000 Lumens	828	19,056	Lights	458	3,187	27.59	6.00	663	31.99	6.00	750
5	35000 Lumens	-	-	Lights	770	-	46.39	6.00	-	53.78	6.00	-
6	50000 Lumens	-	20	Lights	1,080	8	65.07	6.00	1	75.43	6.00	2
7	Total Mercury Vapor	1,296	166,452						3,497			3,896
High-Pressure Sodium												
8	5000 Lumens	72	2,428	Lights	83	73	5.00	6.00	27	5.80	6.00	29
9	8500 Lumens	804	1,419,304	Lights	117	58,153	7.05	6.00	18,528	8.17	6.00	20,120
10	14000 Lumens	1,404	210,547	Lights	171	12,685	10.30	6.00	3,446	11.94	6.00	3,795
11	20000 Lumens	60	15,132	Lights	247	1,313	14.88	6.00	317	17.25	6.00	353
12	24000 Lumens	540	172,644	Lights	318	19,275	19.16	6.00	4,354	22.21	6.00	4,882
13	45000 Lumens	180	79,509	Lights	480	13,388	28.92	6.00	2,782	33.52	6.00	3,149
14	Total HP Sodium	3,060	1,899,564						29,454			32,327
Incandescent												
15	2500 Lumens	-	540	Lights	202	38	12.17	6.00	10	14.11	6.00	11
16	4000 Lumens	108	-	Lights	305	12	18.37	6.00	2	21.30	6.00	2
17	6000 Lumens	24	2,352	Lights	405	337	24.40	6.00	72	28.29	6.00	81
18	10000 Lumens	-	12	Lights	690	3	41.57	6.00	1	48.19	6.00	1
19	Total Incandescent	132	2,904						84			95
Fluorescent												
20	20000 Lumens	-	252	Lights	470	41	28.32	6.00	9	32.83	6.00	10
Metal Halide												
21	9750 Lumens	468	660	Lights	170	67	10.24	6.00	16	11.87	6.00	17
22	10500 Lumens	-	5,556	Lights	210	408	12.65	6.00	104	14.67	6.00	115
23	15500 Lumens	12	1,920	Lights	290	196	17.47	6.00	45	20.25	6.00	51
24	24000 Lumens	24	876	Lights	460	145	27.71	6.00	30	32.13	6.00	34
25	Total Metal Halide	504	9,012						195			217
26	Annual PSCR Factor kWh/mth		120,653	MWh				0.000800	97		0.000800	97
27	Total Unmetered Lighting GUL								\$ 33,335			\$ 36,642

Classification	Present U-18322		Proposed	
	Customer	Company	Customer	Company
28 Power Supply (%)	29.7	18.0	34.2	22.5
29 Delivery (%)	70.3	82.0	65.8	77.5

Notes

Schedule F-3

MICHIGAN PUBLIC SERVICE COMMISSION
Consumers Energy Company
 Present and Proposed Revenue Detail
 (\$000)

Case No.: U-20134
 Exhibit No.: A-16 (LMC-3)
 Schedule: F-3
 Page: 28 of 29
 Witness: LMCollins
 Date: May 2018

Unmetered Experimental Lighting Service GU-XL

Line No.	(a) Description	(b) Billing Determinants		(d) Present		(f) Proposed	
		(c) Quantity	(c) Units	(d) Rates	(e) Revenue	(f) Rates	(g) Revenue
				\$/unit	\$000	\$/unit	\$000
Power Supply							
Non Capacity							
1	All kWh/mth	14	MWh	0.059553	\$ 0.820	0.047477	\$ 1
2	Annual PSCR Factor kWh/mth	14	MWh	0.000800	0	0.000800	0
3	Total Power Supply				\$ 1		\$ 1
Delivery							
Customer Owned Equipment							
4	Distribution kWh/mth	10	MWh	0.025336	\$ 0	0.117741	\$ 1
Company Owned Equipment							
5	Distribution kWh/mth	4	MWh	0.031076	0	0.144416	1
6	Fixture Charge/mth	119	Light	6.00	1	6.00	1
7	Total Delivery				\$ 1		\$ 2
8	Total Unmetered Service GU-XL				\$ 2		\$ 3

Notes



**STANDARD LIGHTING CONTRACT
(COMPANY OWNED) FORM 548**

Contract Number: 100000311801

Notification Number: 1027312866

Part I

Effective date of agreement: 5/1/2018

Company:
CONSUMERS ENERGY COMPANY

Customer: Garfield

A Michigan Corporation
ONE ENERGY PLAZA
JACKSON, MI 49201-2357

Customer Type: Township

County: Grand Traverse

ZIP Code: 49684

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Initial Term: 1 year(s) beginning with the Effective Date of Agreement stated above.

Part II

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: Garfield

Customer Type: Township

CE Representative Signature:

Customer Representative Signature:

CE Representative Name:

Print Name: _____

Title: _____

CE Representative Title:

Clerk Attest: _____

Standard Lighting Contract Terms and Conditions

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

Form 547 05-2014 Page 1 of 2

Form 547 05-2014 Page 2 of 2

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GUL-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
 - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
 - b. The relocated equipment shall conform with the provisions in such application rates
8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.
9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
11. Additional Items:
None

RESOLUTION 2018-21-T

Part III

RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the Township of Garfield for a period of 1 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ and the Clerk be and are authorized and directed to execute such contract on the behalf of the Township.

STATE OF MICHIGAN
COUNTY OF Grand Traverse

I, _____, Clerk of the Township of Garfield, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type:Township

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

Number of Luminaires	Nominal Watts	Luminaire Type	Fixture Type	Fixture Style	Install Remove	Location
1	<u>150</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Existing</u>	Front St 1st W of Madison Ave
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Existing</u>	Franke Rd & Brook Dr
1	<u>250</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Existing</u>	US 31/HWY 37 1st Light S of Fitzhugh
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Existing</u>	W Potter Rd & Garfield Rd/CO HWY 611
1	<u>250</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Existing</u>	W Potter Rd & Garfield Rd/CO HWY 611
1	<u>250</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Existing</u>	Hoch Rd & Rusch Rd
6	<u>175</u>	<u>MV</u>				See Attached Maps
60	<u>100</u>	<u>HPS</u>				See Attached Maps
55	<u>150</u>	<u>HPS</u>				See Attached Maps
221	<u>250</u>	<u>HPS</u>				See Attached Maps
1	<u>400</u>	<u>HPS</u>				See Attached Maps

Comments:

Lines 1 through 6 represent lights located on or near the Township borders. See enclosed maps for light locations.

THESE MAPS ARE LOCATED
IN THE ZIMMERMAN CONFERENCE
ROOM FOR YOUR INSPECTION



**STANDARD LIGHTING CONTRACT
(COMPANY OWNED) FORM 548**

8.

Contract Number:

Notification Number: 1044289817

Part I

Effective date of agreement: 5/1/2018

Company:
CONSUMERS ENERGY COMPANY

Customer: Garfield

A Michigan Corporation
ONE ENERGY PLAZA
JACKSON, MI 49201-2357

Customer Type: Township

County: Grand Traverse

ZIP Code: 49684

Lighting Type: General Unmetered Experimental Lighting Rate GU-XL

Initial Term: 1 year(s) beginning with the Effective Date of Agreement stated above.

Part II

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: Garfield

Customer Type: Township

CE Representative Signature:

Customer Representative Signature:

CE Representative Name:

Print Name: _____

Title: _____

CE Representative Title:

Clerk Attest: _____

Standard Lighting Contract Terms and Conditions

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED)

Customer Energy Company is authorized as of _____ by the _____ of _____ to make changes, as listed below, in the lighting systems covered by the existing Standard Lighting Contract between the Company and the _____ of _____.

Lighting Type: _____
 Select: _____
 Fixture Number: _____
 Construction Work Order Number: _____

Except for the changes in the lighting system(s) as herein authorized, all provisions of the attached Standard Lighting Contract shall remain in full force and effect.

The Agreement may be executed and be valid in counterparts, including by a facsimile or an electronic transmission (provided that the original has been retained as original). Any document generated by the parties with respect to this Agreement, including this Agreement, may be made and stored electronically and introduced as evidence in any proceeding as if it were a hard copy. Neither party will object to the admissibility of such images as evidence in any proceeding on the basis of having been stored electronically.

RESOLUTION

RESOLVED that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the _____ of _____ in accordance with the Authorization for Change in Standard Lighting Contract as set forth herein.

RESOLVED further, that the _____ Clerk be and are authorized to execute such authorization to change on the behalf of the _____ STATE OF MICHIGAN COUNTY OF _____

I, _____ Clerk of said _____ do hereby certify that the foregoing resolution was duly adopted by the said municipality, at the meeting held on _____

DATE: _____ Municipal Customer Type: _____

GENERAL SERVICE UNMETERED LIGHTING RATE GUL STANDARD HIGH INTENSITY DISCHARGE									
Number of Luminaires	Normal Voltage	Fixture Type	Fixture Rating	Location	Location OS	Number of Luminaires	Normal Voltage	Fixture Type	Fixture Rating
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GUL									
Number of Luminaires	Normal Voltage	Fixture Type	Fixture Rating	Location	Location OS	Number of Luminaires	Normal Voltage	Fixture Type	Fixture Rating
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

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2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefore as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
 - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
 - b. The relocated equipment shall conform with the provisions in such application rates
8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.
9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
11. Additional Items:
None

RESOLUTION 2018-22-T

Part III

RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the Township of Garfield for a period of 1 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ and the Clerk be and are authorized and directed to execute such contract on the behalf of the Township.

STATE OF MICHIGAN
COUNTY OF Grand Traverse

I, _____, Clerk of the Township of Garfield, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type:Township

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>		<u>Install</u>	Star Dr & Jupiter Crescent Dr
1	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>		<u>Install</u>	Polaris Crescent Dr & Alpha Blvd
1	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>		<u>Install</u>	Polaris Crescent Dr n/o Alpha Blvd
1	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>		<u>Install</u>	Star Dr & Blue Star Dr

Comments:

For the installation of LED cobrahead streetlights which are replacing MV cobrahead streetlights. Currently billed under contract account # 100000311801



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

8. (

Contract Number: 100000311801

Consumers Energy Company is authorized as of _____, by the Township of Garfield, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the Township of Garfield, dated 3/1/2017.

5/1/2018 CK

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1044289817

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 3/1/2017 shall remain in full force and effect.

Township of Garfield

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION 2018-23-T

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the Township of Garfield, dated 3/1/2017, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the Township.

STATE OF MICHIGAN
COUNTY OF Grand Traverse

I, _____, Clerk of the Township of Garfield, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: Township

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>175</u>	<u>MV</u>	<u>Cobrahead</u>		<u>Remove</u>	Star Dr & Jupiter Crescent Dr
1	<u>175</u>	<u>MV</u>	<u>Cobrahead</u>		<u>Remove</u>	Polaris Crescent Dr & Alpha Blvd
1	<u>175</u>	<u>MV</u>	<u>Cobrahead</u>		<u>Remove</u>	Polaris Crescent Dr n/o Alpha Blvd
1	<u>175</u>	<u>MV</u>	<u>Cobrahead</u>		<u>Remove</u>	Star Dr & Blue Star Dr
1	<u>175</u>	<u>MV</u>	<u>Center Suspension</u>		<u>Remove</u>	N Long Lake Rd & Barnes Rd
1	<u>100</u>	<u>HPS</u>	<u>Center Suspension</u>		<u>Install</u>	N Long Lake Rd & Barnes Rd
1	<u>175</u>	<u>MV</u>	<u>Post Top</u>		<u>Remove</u>	Vista Park e/o Belare Dr
1	<u>100</u>	<u>HPS</u>	<u>Post Top</u>		<u>Install</u>	Vista Park e/o Belare Dr