

**CHARTER TOWNSHIP OF GARFIELD
TOWNSHIP BOARD MEETING**

Tuesday, September 8, 2020 at 6:00pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

AGENDA

ORDER OF BUSINESS

Call meeting to order

Pledge of Allegiance

Roll call of Board Members

1. Public Comment

Public Comment Guidelines:

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

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

3. Consent Calendar

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

a. Minutes – August 25, 2020 (Recommend Approval)

b. Bills -

General Fund
(Recommend Approval)

\$ 36,557.83

- c. Contractor's Application for Payment No. 4 and Change Order No. 3 to North Country Contracting LLC for Silver Lake Park Recreation Improvements (Recommend Approval)
- d. The Crown Phase III - Water Main & Sanitary Sewer, Close-out & Turnover (Recommend Approval)

4. Items removed from the Consent Calendar

5. Correspondence

- a. Grand Traverse Conservation District – August 2020 Report
- b. Letter from Jason Torrey regarding local 911 surcharge ballot proposal for November

6. Reports

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

7. Unfinished Business

8. New Business

- a. Public Hearing - Discussion of the amount of property tax millage to levy for the 2021 General and Fire Fund Accounts for fire protection and associated expenses
- b. Consideration of Resolution 2020-19 -T, the 2021 Budget Resolution for Grand Traverse Metro Emergency Services Authority
- c. Consideration of a request from Drain Commissioner Steve Largent to fund the Cass Road Drain Project design engineering services
- d. Consideration of awarding a contract to IT Right for IT services

9. Public Comment

10. Other Business

11. Adjournment

Lanie McManus, Clerk

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

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD MEETING
August 25, 2020**

Chuck Korn called the Town Board Meeting to order on August 25, 2020 at 6:00 p.m.

Pledge of Allegiance

Roll call of Board Members

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

Staff Present: Planning Director John Sych

1. Public Comment (6:00)

Josey Ballenger announced her candidacy for the TCAPS Board.

2. Review and Approval of the Agenda - Conflict of Interest (6:03)

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

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

Nays: None

3. Consent Calendar (6:04)

a. Minutes

July 28, 2020 Regular Meeting
(Recommend Approval)

b. Bills

(i)	General Fund	\$199,968.06
	(Recommend Approval)	

(ii)	Gourdie-Fraser	
	Developers' Escrow Fund – Storm Water Reviews, Utility Plan	
	Reviews, Oversight and Closeout	\$13,924.50
	Utility Receiving Fund	3,875.00
	Park Funds/DNR Trust Fund	<u>2,252.00</u>
	Total	\$20,051.50

(Recommend Approval)

c. MTT Report (Receive and File)

d. Close-out and Turnover Documents for Traditions at Ashland Park – Phase III (Recommend Approval)

Board members asked to remove Consent item a to agenda item 4.

Duell moved and Walters seconded to adopt the consent calendar as amended.

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

4. Items Removed from the Consent Calendar (6:06)

a. Bills

- (i) General Fund \$199,968.06
(Recommend Approval)

Board members asked questions about the bills.

Schmuckal moved and Agostinelli seconded to approve payment of the bills as presented.

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

5. Correspondence (6:08)

- a. Grand Traverse Conservation District – July 2020 Report

6. Reports

a. Dennis, Gartland & Niergarth Auditor’s Report (6:08)

Trina Edwards and Krin Perreault from Dennis, Gartland and Niergarth reviewed the 2019 audit with board members. The township received the highest rating possible on the audit, which is an unmodified opinion. Edwards explained some budget adjustments which were made from the 2018 fiscal year.

b. Construction Report

Township Engineer Jennifer Hodges reported that the DPW has been busy with some issues at Pump Station #1. DTE hit a water line near the Traditions building site which required emergency repairs and she met with John Sych to review the CIP for Garfield Township. Bidding for projects is tricky right now and it is only being done for essential projects because many bids are coming back too high. The Cass Road drainage project is out for bids and was significantly scaled down. In the Silver Lake Parking lot project, the change order will be rescinded and brought back for final approval at a later date due to the issue with a sprinkler head. Board members asked questions about the DTE water main issue.

c. GT Metro Fire Report (6:47)

Chief Pat Parker reported that one employee tested positive for COVID and seven new employees will be coming into the station. The employees voted to be represented by a union and plans for negotiations will move forward. Metro is looking into loans for construction projects and many activities are still being done virtually. The Station 11 remodel is out for

bids and Metro hopes to hear the status of its request for hazard pay funds soon.

Parker then reviewed the 2021 budget which includes a proposed 3% pay increase and two new vehicles.

Schmuckal moved and Walters seconded to schedule a public hearing on September 8, 2020 for the purpose of presenting and adopting the 2021 GT Metro budget.

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

d. North Flight EMS Report (7:00)

Dave Grattopp, North Flight EMS Operations Manager, reported that there have been many COVID transports in the past month but no exposures to his employees. He indicated that call volumes are at or slightly above last year's levels. North Flight is getting a plan together for the Vice President's visit to Traverse City.

e. County Commissioners Report (7:06)

Commissioner Brad Jewett said that the county voted to help fund the TART trail resurfacing project. The Senior Center millage will not be on the November ballot while the 911 millage of \$2.50 will appear on the ballot. The county purchased an Emergency Management Trailer and truck at a huge cost savings and the Federal Transportation Authority approved a plan for a new BATA transfer station. The county building is open by appointment.

f. Planning Department Monthly Report for August – PD 2020-120 (7:18)

Planner John Sych reviewed the projects that the Planning Commission has on their docket. He answered board member questions about the BATA complex conceptual review.

g. Parks and Rec Report (7:25)

Derek Morton said that he is looking ahead to 2021 projects. Plantings for the berm at Silver Lake Park will be done this fall and he is accepting bids for a bathroom heating element. Morton stated that he is looking into trail cams for the Commons area but that deputies have been more visible in that area as well. Boardman Valley issues have been resolved and TAPA would like to pay for some shading screens near the courts. He talked about work done at Miller Creek and Kids Creek. Morton and Tom Vitale are also working to remove invasive species and he is beginning to gather bids for snow removal.

h. Clerk's Report (7:37)

McManus said she is waiting on final numbers before presenting a budget amendment. Her office has been busy accepting absentee ballots. She reports that for the next mailing, she will have close to 6,000 ballots to mail.

I. Supervisor's Report (7:38)

Korn spoke about the Boardman River clean-up effort and a resolution to the road connections to the new Oakleaf PUD. IT Right needs to raise its rates but fiber optic may be brought in. There was an official groundbreaking for the West Boardman Loop and the Cass Road spur has been shelved at this time. He updated board members on the Long Lake water hookups.

7. Unfinished Business**a. PD 2020-124 – Amendment to existing fee schedule (7:49)**

Schmuckal moved and Agostinelli seconded to adopt Resolution 2020-17-T for amending the Charter Township of Garfield Fee Schedule.

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

8. New Business**a. Consideration of Resolution 2020-18-T, a Resolution amending the Township's Pension Plan (7:51)**

Korn explained that this resolution would change the retirement age to 60 years of age.

Schmuckal moved and Blood Law seconded to adopt Resolution 2020-18-T, a Resolution Amending the Township's Pension Plan.

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

9. Public Comment: (7:55)

Greg Hall of Silver Farms Lane announced his candidacy for Grand Traverse County Sheriff.

10. Other Business (7:59)**11. Adjournment**

Korn adjourned the meeting at 8:00pm

Chuck Korn, Supervisor
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49686

Lanie McManus, Clerk
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49686

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

RESOLUTION # 2020-17-T

RESOLUTION ADOPTING A REVISED FEE SCHEDULE COVERING VARIOUS PLANNING,
ZONING, LAND USE, MAPPING AND LICENSE FEES

WHEREAS, the Charter Township of Garfield has an adopted fee schedule; and

WHEREAS, the Charter Township of Garfield has reviewed the adopted Fee Schedule and has determined that a revised Fee Schedule is necessary and appropriate; and

WHEREAS, the Charter Township of Garfield has determined that it is in the best interests of the Township and its residents to adopt a revised Fee Schedule;

NOW, THEREFORE, BE IT RESOLVED:

1. THAT the revised Charter Township of Garfield Fee Schedule, attached hereto as Exhibit "A" and made a part of this resolution, is hereby adopted by the Charter Township of Garfield.
2. THAT the previous Charter Township of Garfield Fee Schedule, adopted by resolution 2020-11-T, is hereby repealed.
3. THAT this resolution and the Fee Schedule attached hereto shall be in full force and effect from and after its approval.

Moved: Denise Schmuckal

Supported: Molly Agostinelli

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

Nays: _____

Absent and Excused: _____

RESOLUTION 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 Resolution #2020-17-T which was adopted by the Township Board of the Charter Township of Garfield on the 25th day of August, 2020.

Dated: _____

8/26/2020



Lanie McManus, Clerk
Charter Township of Garfield

Charter Township of Garfield Fee Schedule

Adopted: August 25, 2020

PLANNING COMMISSION/DEPARTMENT APPLICATION FEES	
Special Use Permit/PUD	\$1,000
Completeness Review (after the first 2)	\$150
Administrative Amendment to a SUP/PUD	\$400
Minor Amendment to a SUP/ PUD	\$400
Major Amendment to a SUP/PUD	\$800
Extension of SUP/PUD approval	\$100
Site Plan - Site Diagram	\$50*
Site Plan - Administrative Site Plan	\$400
Site Plan - Site Development Plan	400**
Condominium Development / Platted Subdivisions	\$1,000
plus per lot/unit	\$30
Subdivision or Condominium Amendment	\$1,000
plus per lot/unit	\$30
Conceptual Review with no notice	\$100
with direct mail notice only	\$150
with full public notice	\$300
Petition for Master Plan Amendment	\$1,200
Petition for Zoning Text Amendment	\$1,200
Petition for Zoning Map Amendment	\$800
Petition for Conditional Rezoning	\$1,200
Medical Marihuana Cultivation	\$250
Day Care Small Group Home Review	\$200

RESIDENTIAL LAND USE PERMITS	
Single Family Dwelling	\$50
Residential Additions	\$50
Residential Garages	\$50
Assessory Uses	\$50
Two Family (Duplex) Dwelling	\$50 per unit
Multi-Family Dwelling	\$50 + 20 per unit / per structure
Manufactured Home Park	\$50.00 + 20.00 per site

OTHER LAND USE PERMITS	
Agricultural Buildings	\$50
Structures up to 1,000 sf	\$50
1,001 to 5,000 sf	\$100
5,001 to 7,500 sf	\$150
7,501 to 10,000 sf	\$200
10,001 sf +	\$250
No structure yet uses that require a permit	\$50

PARK FACILITY RESERVATIONS		
	Resident	Non-Resident
Playground Pavilion - 4-Hour	\$15	\$20
Playground Pavilion - All Day	\$25	\$35
Dog Park Pavilion - 4 Hour	\$20	\$35
Dog Park Pavilion - All Day	\$40	\$50
Main Pavilion - 4-Hour	\$25	\$40
Main Pavilion - All Day	\$45	\$60
Multi-Purpose Fields - 4-Hour	\$50	\$65
Multi-Purpose Fields - All Day	\$85	\$100
Recurring Reservation	Board Approval	

DOCUMENT FEES	
Zoning Ordinance	\$80
Master Plan or Recreation Plan	\$40
Grand Traverse Commons Master Plan	\$40
Zoning Compliance Letter	\$50

ZONING BOARD OF APPEALS	
Variance / appeal / interpretation requests	
Single-family residence & Accessory uses	\$400
Two-family residence & Accessory uses	\$400
Variance / appeal / interpretation requests	
Residential Developments	\$750
Non-residential	\$750

LAND DIVISION	
1 division (2 pcls created)	\$150
2 - 4 (3) divisions (3 - 4 pcls created)	\$50/parcel
5 (4) - 10 (9) divisions (5 - 10 pcls created)	\$40/parcel
11 (10) divisions or more (11 or more pcls created)	\$30/parcel
Boundary adjustment/property transfer	\$50
Conceptual land division review/parcel	\$35

PAYMENT IN LIEU OF TAXES	
Application Fee (non-refundable)	\$1,500

OUTDOOR SALES / EVENTS / SIGNS / GATHERING	
Temporary Outdoor Sales (per ord. regs)	\$40
Non-Profit Temporary Outdoor Event (1)	\$10
Sign Permit - Wall Sign (per sign)	\$50
Sign Permit - Free-Standing Sign (per sign)	\$50
Planning Commission Sign Request	\$400
Sign Comprehensive Plan Review	\$400
Outdoor Gathering License	\$50
(1) Events include food drives, clothes drives and similar uses	

SPECIAL MEETINGS	
Planning Commission	\$1,500
Zoning Board of Appeals	\$1,200
Township Board	\$1,500
All special meeting fees are in addition to application fees.	

PRINT MAPS	
8.5x11"	\$2
11x17"	\$4
18x24"	\$10
24x36"	\$20
36x48"	\$35
Specialty Maps (in addition to print costs)	\$30.00/hr
Including aerial photography, parcel lines, parcel dimensions, zoning districts, utilities, future land use, etc.	

DIGITAL GIS PRODUCTS	
Parcel Mapping	
Minimum Fee:	\$35
Maximum Fee:	\$30.00/hr
Per Parcel Fee:	\$0.50

INDUSTRIAL FACILITY TAX ABATEMENTS	
New Facility & Speculative	\$750
Rehabilitation Facility	\$1,000

LATE FEES	
100% of application fee, or \$500.00, whichever is less	
Fees may be waived in whole or part by the Township Board	

*waived when submitted with a LUP application

**waived when submitted with a SUP application

**MEETING OF THE BOARD OF TRUSTEES OF
CHARTER TOWNSHIP OF GARFIELD
GROUP PENSION PLAN**

RESOLUTION #2020-18-T

A meeting of the Board of Trustees of CHARTER TOWNSHIP OF GARFIELD, organized and existing under and by virtue of the laws of the State of MICHIGAN was held on the 25th day of August, 2020.

Those present at the meeting were the following Board members of the Organization:

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

The Chair announced that the first order of new business was the consideration by the Board of an amendment to the organization's existing 401 (a) Plan. After an explanation of the terms of the proposed change, a motion was made, seconded and it was:

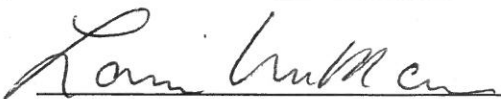
RESOLVED, the organization amend the 401 (a) Plan, as follows:

Add in-service withdrawals (one per plan year) at Normal Retirement Age.

Change the Normal Retirement Age to age 60.

FURTHER RESOLVED, that the amendment above be effective August 25, 2020.

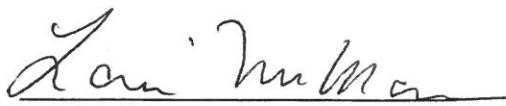
A motion was duly made, seconded and adopted.

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 Resolution #2020-18-T which was adopted by the Township Board of the Charter Township of Garfield on the 25th day of August, 2020.

Dated: 8-26-2020


Lanie McManus, Clerk
Charter Township of Garfield

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHIP OF GARFIELD
 CHECK DATE FROM 08/21/2020 - 09/03/2020
 Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/27/2020	GEN	39001	ASSOC OF PUBLIC TREAS US & CAN	MEMBERSHIP RENEWAL CM	101-253-965.000	199.00
08/27/2020	GEN	39002	FIFTH THIRD BANK	5473787444975261	101-265-726.003	40.22
		39002		5473787444975261	101-401-900.000	42.40
						82.62
08/27/2020	GEN	39003	FIFTH THIRD BANK	5473787415021319	101-101-726.000	492.20
		39003		5473787415021319	101-171-726.000	390.06
		39003		5473787415021319	101-171-960.000	52.00
		39003		5473787415021319	101-191-726.000	1,218.09
		39003		5473787415021319	101-265-726.003	91.14
						2,243.49
08/27/2020	GEN	39004	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	436.88
08/27/2020	GEN	39005	GOURDIE-FRASER, INC.	SILVER LAKE	308-000-970.000	2,252.50
08/27/2020	GEN	39006	GRAND TRAVERSE COUNTY	CODING/TEST DECK/NOTICES	101-191-726.000	150.00
		39006		CODING/TEST DECK/NOTICES	101-191-901.000	163.00
		39006		CODING/TEST DECK/NOTICES	101-191-935.015	1,800.00
						2,113.00
08/27/2020	GEN	39007	KREECE ENTERPRISES / KEN REECE	ELECTION COUNTER	101-900-970.001	4,675.00
08/27/2020	GEN	39008	LANDGREEN LAWNCARE	#3 FERTILIZER APPLICATION	101-265-935.602	1,329.60
08/27/2020	GEN	39009	NORTHERN MI JANITORIAL SUP	SUPPLIES	101-265-726.003	314.80
08/27/2020	GEN	39010	PRINTING SYSTEM	AV RETURN ENVELOPES	101-191-726.000	1,455.45
		39010		ID CARDS	101-215-726.000	289.88
						1,745.33
08/27/2020	GEN	39011	SUPERFLEET	GAS	101-806-862.000	87.66
08/27/2020	GEN	39012	TESLA, INC	STATE TAX COMMISSION CHANGE AFFIDAVIT	101-000-403.000	5,416.39
08/27/2020	GEN	39013	THE GUARDIAN	EMPLOYEE LIFE/HEALTH	101-851-873.030	1,860.83
		39013		EMPLOYEE LIFE/HEALTH	101-851-873.040	511.46
						2,372.29
08/27/2020	GEN	39014	UNITED WAY	UNITED WAY	101-000-238.000	90.00
08/27/2020	GEN	39015	VERIZON	PHONES	101-265-850.000	263.22
08/27/2020	GEN	39016	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	1,880.00
09/03/2020	GEN	39017	86TH DISTRICT COURT	BURNHEIMER & COMPANY	101-253-801.000	82.50

3.b.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
09/03/2020	GEN	39018	CHERRYLAND ELECTRIC COOP.	ELECTRIC	101-000-084.861	298.79
		39018		ELECTRIC	101-265-920.603	1,086.76
		39018		ELECTRIC	101-448-920.005	794.00
						<u>2,179.55</u>
09/03/2020	GEN	39019	CHERRYLAND ELECTRIC COOP.	ELECTRIC	308-000-935.000	399.35
09/03/2020	GEN	39020	CITY OF TRAVERSE CITY	170975-94720	101-000-084.861	182.75
		39020		170975-118686	101-448-920.005	512.37
						<u>695.12</u>
09/03/2020	GEN	39021	CONSUMERS ENERGY	100018131597	101-448-920.005	93.09
09/03/2020	GEN	39022	ESCH LAWN MAINTENANCE, LLC	TOWNSHIP OFFICE	101-265-935.602	540.00
09/03/2020	GEN	39023	ESCH LAWN MAINTENANCE, LLC	SILVER LAKE PARK.	308-000-935.000	1,920.00
09/03/2020	GEN	39024	FIFTH THIRD BANK	5473788099793637	101-101-726.000	84.50
		39024		5473788099793637	101-171-960.000	40.34
		39024		5473788099793637	101-401-960.000	408.11
		39024		5473788099793637	101-401-965.000	564.00
		39024		5473788099793637	101-806-862.000	10.20
						<u>1,107.15</u>
09/03/2020	GEN	39025	GRAND TRAVERSE COUNTY DPW	5105021	101-265-920.602	705.87
09/03/2020	GEN	39026	GRAND TRAVERSE COUNTY DPW	5590511	308-000-935.000	13.61
09/03/2020	GEN	39027	GRAND TRAVERSE COUNTY REG DEED	JEOPARDY TAX AFFIDAVIT	101-253-801.000	30.00
09/03/2020	GEN	39028	GRID4 COMMUNICATIONS, INC.	PHONES	101-265-850.000	1,066.76
09/03/2020	GEN	39029	HOME DEPOT CREDIT SERVICES	SHIELD SUPPLIES	101-191-726.000	363.37
09/03/2020	GEN	39030	NORTHERN OFFICE EQUIP	SVC CONTRACT	101-101-726.002	423.66
09/03/2020	GEN	39031	PARTITION SYSTEMS, INC.	HUFOR HANDLE	101-265-726.003	63.00
09/03/2020	GEN	39032	RUBY CLEANING SERVICE	CONTRACTED SVCS	101-265-935.603	1,150.00
09/03/2020	GEN	39033	RUBY CLEANING SERVICE	CONTRACTED SVCS	308-000-935.000	223.02
						<u>36,557.83</u>

--- GL TOTALS ---
 101-000-084.861 481.54
 101-000-227.000 1,880.00
 101-000-237.000 436.88
 101-000-238.000 90.00
 101-000-403.000 5,416.39
 101-101-726.000 576.70

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-101-726.002			SUPPLIES - COPIER MAINTENANCE			423.66
101-171-726.000			SUPPLIES			390.06
101-171-960.000			EDUCATION & TRAINING			92.34
101-191-726.000			SUPPLIES			3,186.91
101-191-901.000			ADVERTISING			163.00
101-191-935.015			COMPUTER SUPPORT SYSTEMS			1,800.00
101-215-726.000			SUPPLIES			289.88
101-253-801.000			LEGAL SERVICES			112.50
101-253-965.000			DUES & PUBLICATIONS			199.00
101-265-726.003			SUPPLIES-MAINTANCE			509.16
101-265-850.000			TELEPHONE			1,329.98
101-265-920.602			WATER / SEWER			705.87
101-265-920.603			LIGHTS BUILDING			1,086.76
101-265-935.602			LAWN MAINTENANCE			1,869.60
101-265-935.603			CLEANING SERVICE			1,150.00
101-401-900.000			PRINTING & PUBLISHING			42.40
101-401-960.000			EDUCATION & TRAINING			408.11
101-401-965.000			DUES & PUBLICATIONS			564.00
101-448-920.005			STREET LIGHTS TOWNSHIP			1,399.46
101-806-862.000			GAS & CAR WASHES			97.86
101-851-873.030			INSURANCE - EMPLOYEE HEALTH			1,860.83
101-851-873.040			INSURANCE - EMPLOYEE LIFE			511.46
101-900-970.001			CAPITAL OUTLAY - ELECTIONS			4,675.00
308-000-935.000			MAINTENANCE - MISC, EQUIP			2,555.98
308-000-970.000			CAPITAL OUTLAY			2,252.50
			TOTAL			36,557.83



Contractor's Application for Payment No. 4

Application Period: 07/19/2020-8/25/2020	Application Date: 8/26/2020	
From (Contractor): North County Constructing LLC	Via (Engineer): Gourdie Fraser, Inc.	
Contractor: 6655 Jasper Trail, Kingsley, MI 49649	Engineer Address: 123 W Front Street, Traverse City, MI 49684	
Contractor's Project No.:	Engineer's Project No.: 19177	

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	
1	\$3,203.68		
2	\$850.00		
3	\$2,436.85	-\$2,436.85	
3 (approved)	\$233.10		
TOTALS			
NET CHANGE BY CHANGE ORDERS			\$4,286.78

1. ORIGINAL CONTRACT PRICE..... \$ 167,086.00
2. Net change by Change Orders..... \$ 4,286.78
3. Current Contract Price (Line 1 + 2)..... \$ 171,372.78
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 169,572.77
5. RETAINAGE:
 - a. Work Completed.....
 - b. Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 169,572.77
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 163,187.70
8. AMOUNT DUE THIS APPLICATION..... \$ 6,385.08
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ 1,800.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature	Date:

Payment of: \$ _____ Six Thousand three hundred and eighty-five dollars and eight cents
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____ Six Thousand three hundred and eighty-five dollars and eight cents
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Contractor's Application

Progress Estimate - Unit Price Work

For (Contract)		Silver Lake Park Recreation Improvements										Application Number:		4		
Application Period:		07/19/2020 - 8/25/2020										Application Date:		8/26/2020		
Bid Item No.	Item Description	Contract Information			B			C			D		E		4	
		Item Qty	Units	Unit Price	Total Value of Item (\$)	Qty Insd Prev	Value of Work Insd Prev	Qty Insd This Period	Value of Work Insd This Period	Value of Materials Presently Stored (not in C or D)	Total Completed and Stored (C + D + E)	% Complete (F / B)	Balance to Finish (B - F)			
1	Mobilization	1	LS	\$9,500.00	\$9,500.00	1	\$9,500.00						\$9,500.00	100.0%		
2	Temporary Soil Erosion & Sedimentation Control	1	LS	\$675.00	\$675.00	1	\$675.00						\$675.00	100.0%		
3	Salvage & Relocate Existing Conifers	13	EA	\$9,750.00	\$9,750.00	13	\$9,750.00						\$9,750.00	100.0%		
4	Remove Existing Asphalt Path	3100	SF	\$3.00	\$9,300.00	3100	\$9,300.00						\$9,300.00	100.0%		
5	Remove Existing Brick Paver Path	85	SF	\$7.00	\$595.00	85	\$595.00						\$595.00	100.0%		
6	Salvage & Relocate Existing Sign	1	LS	\$2,800.00	\$2,800.00	1	\$2,800.00						\$2,800.00	100.0%		
7	Remove Topsoil	1	LS	\$1,710.00	\$1,710.00	1	\$1,710.00						\$1,710.00	100.0%		
8	Site Grading and Sub-base Preparation	1	LS	\$9,085.00	\$9,085.00	1	\$9,085.00						\$9,085.00	100.0%		
9	Parking Lot Gravel - 22A, 6" Section	1100	SY	\$5.50	\$6,050.00	972	\$5,346.00						\$5,346.00	100.0%		
10	Parking Lot Asphalt, Base (165#/SY 13A)	95	T	\$160.10	\$15,209.50	95	\$15,209.50						\$15,209.50	100.0%		
11	Parking Lot Asphalt, Top (165#/SY 36A)	95	T	\$160.10	\$15,209.50	95	\$15,209.50						\$15,209.50	100.0%		
12	Raise Asphalt Curb, 1' Wide & Spillway w/ Rip Rap	220	LF	\$7.15	\$1,573.00	195	\$1,394.25						\$1,394.25	100.0%		
13	Parking Lot Stripping & Barrier Free Signage	1	LS	\$1,320.00	\$1,320.00	1	\$1,320.00						\$1,320.00	100.0%		
14	10' Wide Asphalt Path, Gravel Base - (22A, 6" Depth)	350	SY	\$5.50	\$1,925.00	347	\$1,908.50						\$1,908.50	100.0%		
15	10' Wide Asphalt Path, Surface - (220#/SY 36A)	40	T	\$160.10	\$6,404.00	35.17	\$5,630.72						\$5,630.72	100.0%		
16	Concrete Sidewalk, 5' Wide, 4" Depth	200	SF	\$12.00	\$2,400.00	200	\$2,400.00						\$2,400.00	100.0%		
17	Landscape Plantings	1	LS	\$19,500.00	\$19,500.00	1	\$19,500.00						\$19,500.00	100.0%		
18	Site Restoration	1	LS	\$2,300.00	\$2,300.00	1	\$2,300.00						\$2,300.00	100.0%		
19	Class II, Granular Fill	295	CYD	\$5.00	\$1,475.00	643.8	\$3,218.75						\$3,218.75	100.0%		
20	Class II, Granular Fill HMA Repairs-Patch to HMA damaged by irrigation line	200.3	TON	\$8.63	\$1,728.68	200.3	\$1,728.68						\$1,728.68	100.0%		
21	Phase II	1	LS	\$850.00	\$850.00	1	\$850.00						\$1,000.00	100.0%		
1	Mobilization	1	LS	\$5,000.00	\$5,000.00	1	\$5,000.00						\$5,000.00	100.0%		
2	Temporary Soil Erosion & Sedimentation Control	1	LS	\$400.00	\$400.00	1	\$400.00						\$400.00	100.0%		
3	Remove Topsoil	1	LS	\$900.00	\$900.00	1	\$900.00						\$900.00	100.0%		
4	Site Clearing, Grading and Sub-base Preparation	1	LS	\$6,100.00	\$6,100.00	1	\$6,100.00						\$6,100.00	100.0%		
5	8' Wide Asphalt Path, Gravel Base - 22A, 6" Depth	380	SY	\$6.50	\$2,470.00	380	\$2,470.00						\$2,470.00	100.0%		
6	8' Wide Asphalt Path, Surface - (220# SY 13A)	45	T	\$158.00	\$7,110.00	42.86	\$6,771.88						\$6,771.88	100.0%		
7	Concrete Sidewalk, 5' Wide, 4" depth	2800	SF	\$10.00	\$28,000.00	2750	\$27,500.00						\$27,500.00	100.0%		
8	Restoration	1	LS	\$1,800.00	\$1,800.00								\$1,800.00	100.0%		
Totals					\$171,139.68		\$168,572.77	1	\$1,000.00				\$169,572.77	99.1%	\$1,800.00	
														\$171,372.77		

Date of Issuance:	Effective Date:	08/05/2020
Owner: Charter Township of Garfield	Owner's Contract No.:	
Contractor: North Country Contracting, LLC	Contractor's Project No.:	
Engineer: Gourdie Fraser Inc	Engineer's Project No.:	19177
Project: Silver Lake Recreation Facility Site Improvements	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: FINAL BALANCING AND REPAIR TO HMA PARKING LOT AS A RESULT OF IRRIGATION LEAD HIT (UNKNOWN FIELD CONDITION)

Attachments: *Refer to Attachment*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>167,086.00</u>	Original Contract Times: Substantial Completion: <u>60 days</u> Ready for Final Payment: <u>90 days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>4,053.68</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
Contract Price prior to this Change Order: \$ <u>171,139.68</u>	Contract Times prior to this Change Order: Substantial Completion: <u>60 days</u> Ready for Final Payment: <u>90 days</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>223.10</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>171,372.77</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>60 days</u> Ready for Final Payment: <u>90 days</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>08/26/2020</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CHANGE ORDER #3 ATTACHMENT

PROJECT: Garfield Township - Silver Lake Recreational Facility Site Improvements

DATE ISSUED: 8/5/2020

The following items summarize changes being made to the Contract Documents:

ITEM NO.	COMPLETE DESCRIPTION OF CHANGES	DECREASE CONTRACT	INCREASE CONTRACT
	PHASE I		
9	DEDUCT - QTY 128 SY - PARKING LOT GRAVEL - 22A, 6" SECTION	\$704.00	
12	DEDUCT - QTY 25 LF - RAISE ASPHALT CURB, 1" WIDE & SPILLWAY W/ RIP RAP	\$178.75	
14	DEDUCT - QTY 3 SY - 10" WIDE ASPHALT PATH, GRAVEL BASE 22A, 6" DEPTH	\$16.50	
15	DEDUCT - QTY 4.83 TON - 10' WIDE ASPHALT PATH, SURFACE 220#/SY 36A	\$773.28	
19	ADD - 348.75 CYD ADDITIONAL CLEAN FILL		\$1,743.75
21	HMA REPAIR DUE WATER SERVICE LEAD (UNKOWN FIELD CONDITION)		\$1,000.00
	PHASE II		
6	DEDUCT - QTY 2.14 TON - 8' WIDE ASPHALT PATH, SURFACE 220#/SY 13A	\$338.12	
7	DEDUCT - QTY 50 SF - CONCRETE SIDEWALK, 5' WIDE, 4" DEPTH	\$500.00	
	Total Decrease	\$2,510.65	
	Total Increase		\$2,743.75
	Net Increase (Decrease)		\$233.10

The sum of \$233.10 is hereby ~~(deducted from)~~ (added to) the total Contract Price.

The time provided for completion in the Contract is (un)changed.

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto.



Engineering
Surveying
Testing &
Operations

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

August 7, 2020

Charter Township of Garfield
Attn: Chuck Korn
2848 Veterans Drive
Traverse City, MI 49684

RE: The Crown – Phase III Water Main & Sanitary Sewer / GFA Project No. 18419
Close-out & Turnover

Dear Chuck:

The project for The Crown – Phase III Water Main & Sanitary Sewer has been completed. Enclosed please find copies of the following items submitted by the contractor in compliance with the contract documents:

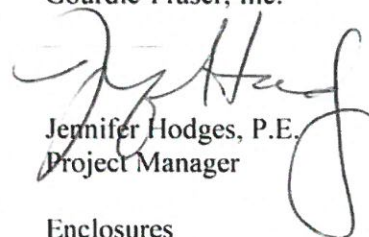
1. One-Year Maintenance Bond
2. Letter of Guarantee
3. Affidavit of Completion/Consent of Surety
4. Recorded Grant of Easement
5. Bill of Sale

The Record Drawings and reports are completed and both paper and CD copies will be delivered to the Grand Traverse County Department of Public Works.

Gosling Czubak has provided construction oversight for this project and hereby verifies to the best of their knowledge, the contractor has installed the facilities according to the approved plans and specifications. Based on this information, we recommend that the Township accept the facilities.

If you have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,
Gourdie-Fraser, Inc.



Jennifer Hodges, P.E.
Project Manager

Enclosures

cc: John Divozzo, Grand Traverse County DPW

Maintenance Bond

Bond Number BD759320

Nationwide Mutual Insurance Company
AMCO Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006
(866) 387-0457

KNOW ALL MEN BY THESE PRESENTS, That we, Molon Excavating, Inc. as Principal, and Nationwide Mutual Insurance Company, a Corporation organized under the laws of the State of Ohio, with principal offices at Des Moines, Iowa, as Surety, are held and firmly bound unto Charter Township of Garfield (hereinafter called the Obligee), in the penal sum of Three Hundred Seventy Seven Thousand and 00/100 (\$377,000.00) Dollars, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee above named for The Crown Development Sitework (Water/Sewer); and

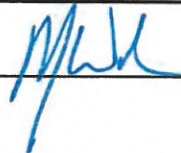
WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of 1 year(s) from the date of completion of the Project as established by the Engineer or Architect and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which shall become apparent during the period of 1 year(s) from the date of the completion of the Project as established by the Engineer or Architect, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in such event of any default in the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by certified mail at its Home Office, 1100 Locust Street , Des Moines, Iowa 50391-2006, promptly and in any event within thirty (30) days after the Obligee or his representative shall learn of such default.

Signed, sealed and dated this 29th day of July, 2020.

Molon Excavating, Inc.



Nationwide Mutual Insurance Company

By: 

Lisa R. Blasko, Attorney-in-Fact



Bda 66(10-01)00

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

HEATHER SMITH; JANET I NICHOLLS-DOUGLAS; JESSICA KOMBOL; LISA R BLASKO; RACHEL LEE WEESNER; STEPHANIE K BIGCRAFT; STEVEN W MCGREGOR;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 02266126649
Qualified in Westchester County
Commission Expires September 16, 2021

[Signature of Suzanne C. Delio]

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of July, 2020.

[Signature of Laura B. Guy]

Assistant Secretary

BDJ 1(02-19)00

LETTER OF GUARANTEE

DATE: July 29, 2020

PROJECT NO. _____

OWNER: Crown Associate, Inc.

2400 E. Crown Drive

Traverse City, MI 49685


PROJECT: The Crown – Phase III

Gentlemen:

As the Contractor for this Project, I hereby guarantee all materials and equipment furnished and all Work performed on this Project including any restoration Work necessary to be repaired or replaced.

With respect to this Project, to our personal knowledge, all payments have been made and there are no Liens on said system

This guarantee will remain in effect for a period of one (1) year from the date of acceptance by the Municipality.

Signature: 
(Contractor) MICHAEL WALTON

Title: VICE PRESIDENT
(Please Print or Type)

Company Name: MOLSON EXCAVATING INC
(Please Print or Type)

Address: PO BOX 1860 TRAVERSE CITY MI
49695

AFFIDAVIT OF COMPLETION/CONSENT OF SURETY

Molon Excavating, Inc.

Name of Contractor

Buck Shot Drive, P.O. Box 1860, Traverse City, MI 49685

Address of Contractor

being duly sworn, deposes and says that they entered into a Contract with **Crown Associate, Inc.** on January 21, 2020, for the **Crown – Phase III Construction Project**.

Contractor further says that the said Contract has been completed and all indebtedness incurred by him to Subcontractors, Suppliers, and laborers in their employ has been paid in full. Contractor further says that there are no outstanding or pending Claims, Liens or actions in Law involving this Contract. Contractor further says this affidavit is furnished as an inducement to the Owner to make final payment on said Contract.

WITNESSES:

Bryon Rasmussen

Bryon Rasmussen

Print

SIGNED:

MWJ

Michael Wajner

Print

Subscribed and sworn to before me this 18th day of August, 2020.

Terry Lee Gotts Terry Lee Gotts

Print Name

Terry Lee Gotts

Notary Public Sign

SEAL

My commission expires: 10-18-2026

CONSENT OF SURETY

We, as Surety on the above-described Contract, hereby give our consent to the payment to the Contractor as indicated.

NAME OF SURETY COMPANY: Nationwide Mutual Insurance Company

PERFORMANCE AND PAYMENT BOND NO.: BD759320

Date: 08/20/20

Signed: Lisa R. Blasko

Name: Lisa R. Blasko, Attorney-in-Fact





2019C-00032
STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORDED 08/01/2019 08:53:53 AM
PEGGY HAINES REGISTER OF DEEDS
PAGE 1 OF 51

Prt-
Parcel# 28-05-019-002-10 By MS
STATE OF MICHIGAN, County of Grand Traverse at Traverse City, I hereby
certify that there are no Tax Liens or Titles held by the State of any individual against the within
description, and all taxes on same are paid for five years previous to the date of the
instrument as appears by the records in my office. This does not cover taxes in the process of
collections by Township, City or Village
Grand Traverse County, Treasurer

MASTER DEED

For

7/31/19 Path Dep.

THE CROWN GOLF COMMUNITY - PHASE III

51
2/2
e

MASTER DEED, made this 29th day of July 2019, by **Crown Associate, Inc.**, a Michigan corporation, of 2400 E. Crown Drive, Traverse City, Michigan 49685 (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of lands herein described and desires to establish the same together with the appurtenances thereto as a Condominium Project under the provisions of Act 59 of the Public Acts of 1978, as amended, by recording this Master Deed together with the Condominium Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plans attached hereto as Exhibit "B", both of which are incorporated herein by reference and made a part hereof.

NOW, THEREFORE, the Developer does hereby establish **The Crown Golf Community - Phase III** by recording of this Master Deed as a Condominium Project and does declare that **The Crown Golf Community - Phase III** hereinafter referred to as the Condominium, shall be henceforth held, conveyed, encumbered, leased, occupied, improved and in any other manner utilized, subject to the provisions of said Act and to the covenants, conditions, restrictions, uses, limits and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereunder, all of which shall be deemed to run with the land. In furtherance of the establishment of said Condominium, it is provided as follows:

I.

TITLE AND NATURE

The Condominium Project shall be known as **The Crown Golf Community - Phase III**, Township of Garfield, Grand Traverse County Condominium Subdivision Plan No. 446. The Condominium Project is established in accordance with Act 59 of the Public Acts of 1978, as amended. The Bylaws attached hereto as Exhibit "A" are hereby incorporated herein by reference. The Condominium Subdivision Plans attached hereto as Exhibit "B" are hereby incorporated herein by reference.

II.

LEGAL DESCRIPTION

The land on which the Condominium Project is located and which is established by this Master Deed is situated in the Township of Garfield, County of Grand Traverse, and State of Michigan, and described as follows, viz:

PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE ALONG THE WEST LINE OF SAID SECTION S00°58'07"W 1316.36 FEET TO THE NORTH 1/8TH LINE OF SAID SECTION; THENCE ALONG SAID 1/8TH LINE N89°55'39"E 1001.22 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST 1/8TH LINE OF SAID SECTION AS MONUMENTED N00°29'48"W 188.04 FEET; THENCE 223.25 FEET ALONG THE ARC OF A 428.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS S69°12'37"E 220.73 FEET; THENCE N27°44'01"E 177.35 FEET; THENCE N82°57'28"E 61.86 FEET; THENCE N01°03'04"E 56.24 FEET; THENCE N79°00'06"E 86.59 FEET; THENCE N38°30'12"E 466.31 FEET; THENCE 124.24 FEET ALONG A 242.30 FOOT RADIUS CURVE TO THE LEFT, WHOSE CHORD BEARS N74°08'13"W 122.89 FEET; THENCE N88°50'42"W 93.01 FEET; THENCE 63.55 FEET ALONG THE ARC OF A 68.00 FOOT RADIUS CURVE TO THE LEFT; WHOSE CHORD BEARS S64°22'47"W 61.27 FEET; THENCE 80.19 FEET ALONG THE ARC OF A 102.00 FOOT CURVE TO THE RIGHT, WHOSE CHORD BEARS S60°07'36"W 78.14 FEET; THENCE S07°21'05"E 106.29 FEET; THENCE N89°28'08"W 175.00 FEET; THENCE N38°31'19"W 135.76 FEET; THENCE N07°25'29"W 135.74 FEET; THENCE N26°53'04"E 133.88 FEET; THENCE N56°35'52"E 130.55 FEET; THENCE N81°01'29"E 133.04 FEET; THENCE S73°02'45"E 410.73 FEET; THENCE N74°25'29"E 138.20 FEET; THENCE N45°38'30"E 133.99 FEET; THENCE N25°44'01"E 97.45 FEET; THENCE N40°31'58"E 218.60 FEET; THENCE S59°06'13"E 92.56 FEET; THENCE 27.92 FEET ALONG THE ARC OF A 308.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS NORTH 34°47'57" EAST 27.91 FEET TO THE SOUTHERLY LINE OF CROWN RIDGE CONDOMINIUM; THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES: 273.04 FEET ALONG THE ARC OF A 308.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS NORTH 62°47'30" EAST 264.19 FEET; THENCE S01°13'22"W 66.13 FEET; THENCE 99.46 FEET ALONG THE ARC OF A 255.49 FOOT RADIUS CURVE TO THE LEFT; WHOSE CHORD BEARS S72°05'17"W 98.84 FEET; THENCE S42°10'08"E 53.59 FEET;

THENCE S47°49'52"W 55.00 FEET; THENCE N42°10'08"W 60.23 FEET; THENCE 129.33 FEET ALONG THE ARC OF A 255.49 FOOT RADIUS CURVE TO THE LEFT, WHOSE CHORD BEARS S33°59'07"W 127.95 FEET; THENCE S18°13'12"W 169.55 FEET; THENCE 326.83 FEET ALONG THE ARC OF A 348.00 FOOT RADIUS CURVE TO THE RIGHT; WHOSE CHORD BEARS S45°07'32"W 314.95 FEET; THENCE S72°01'52"W 101.43 FEET; THENCE 136.67 FEET ALONG THE ARC OF A 242.00 FOOT RADIUS CURVE TO THE LEFT; WHOSE CHORD BEARS S55°51'06"W 134.86 FEET; THENCE S38°10'16"W 95.88 FEET; THENCE S51°29'48"E 78.87 FEET; THENCE S28°59'39"W 193.68 FEET; THENCE S17°30'12"W 999.72 FEET TO THE NORTH LINE OF CROWN COURTYARD VILLAS NO. 2 CONDOMINIUM; THENCE ALONG SAID NORTH LINE THE FOLLOWING SIX (6) COURSES: 33.91 FEET ALONG THE ARC OF A 368.67 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS N83°07'06"W 33.89 FEET; THENCE N80°25'48"W 36.42 FEET; THENCE 94.86 FEET ALONG THE ARC OF A 933.00 FOOT RADIUS CURVE TO THE LEFT, WHOSE CHORD BEARS N10°23'53"E 94.82 FEET; THENCE N77°29'20"W 208.81 FEET; THENCE S14°19'37"W 58.05 FEET; THENCE S89°30'12"W 201.30 FEET TO THE WEST 1/8TH LINE OF SAID SECTION AS MONUMENTED; THENCE ALONG SAID WEST 1/8TH LINE, N00°29'48"W 489.43 FEET TO THE POINT OF BEGINNING. TOGETHER WITH ACCESS EASEMENT PER CROWN RIDGE SITE CONDOMINIUM. ALSO, TOGETHER WITH ACCESS EASEMENT PER CROWN COURTYARD VILLAS NO.2 CONDOMINIUM. SUBJECT TO AND TOGETHER WITH ACCESS EASEMENT FOR THE CROWN GOLF COMMUNITY PHASE III.

THE ABOVE PARCEL CONTAINS 944,580.89 SQUARE FEET OR 21.68 ACRES OF LAND, MORE OR LESS.

ACCESS EASEMENT DESCRIPTION THE CROWN GOLF COMMUNITY PHASE III:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR THE INSTALLATION OF PUBLIC UTILITIES IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE WEST LINE OF SAID SECTION SOUTH 00°58'07" WEST 1316.36 FEET TO THE NORTH 1/8TH LINE OF SAID SECTION; THENCE ALONG SAID NORTH 1/8TH LINE NORTH 89°55'39" EAST 1001.22 FEET; THENCE ALONG THE WEST 1/8TH LINE OF SAID SECTION AS MONUMENTED SOUTH 00°29'48" EAST 671.03 FEET; THENCE NORTH 89°30'12"EAST 336.67 FEET; THENCE

ALONG THE ARC OF A CURVE TO THE LEFT 205.00 FEET, WHOSE RADIUS IS 900.00 FEET AND CHORD BEARS NORTH 13°50'29" EAST 204.55 FEET TO THE POINT OF BEGINNING; THENCE 33.00 FEET EACH SIDE AND COINCIDENT WITH THE FOLLOWING DESCRIBED CENTERLINE ON THE FOLLOWING ELEVEN (11) COURSES: 14.50 FEET ALONG A CURVE TO THE LEFT, WHOSE RADIUS IS 900.00 FEET AND CHORD BEARS N06°51'16"E 14.50 FEET; THENCE NORTH 06°23'34" EAST 80.82 FEET TO REFERENCE POINT "A"; THENCE CONTINUING NORTH 06°23'34" EAST 201.68 FEET TO REFERENCE POINT "B"; THENCE CONTINUING NORTH 06°23'34" EAST 131.77 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 499.17 FEET; WHOSE RADIUS IS 900.00 FEET AND CHORD BEARS NORTH 22°16'55" EAST 492.80 FEET; THENCE NORTH 38°10'16" EAST 331.10 FEET TO REFERENCE POINT "C"; THENCE CONTINUING NORTH 38°10'16" EAST 12.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 162.52 FEET; WHOSE RADIUS IS 275.00 FEET AND CHORD BEARS NORTH 55°06'04" EAST 160.16 FEET; THENCE NORTH 72°01'52" EAST 101.28 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 295.84 FEET, WHOSE RADIUS IS 315.00 FEET AND CHORD BEARS NORTH 45°07'32" EAST 285.09 FEET; THENCE NORTH 18°13'12" EAST 169.55 FEET TO REFERENCE POINT "D" AND THE POINT OF ENDING. CONTAINING 2,000.79 LINEAR FEET.

ALSO, RESUMING AT SAID REFERENCE POINT "A", THENCE 20.00 FEET EACH SIDE OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED CENTERLINE ON THE FOLLOWING FIVE (5) COURSES: NORTH 77°28'51" WEST 179.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 106.19 FEET, WHOSE RADIUS IS 80.00 FEET AND CHORD BEARS NORTH 39°27'17" WEST 98.56 FEET; THENCE NORTH 01°25'43" WEST 98.10 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 37.74 FEET, WHOSE RADIUS IS 50.22 FEET AND CHORD BEARS NORTH 20°06'10" EAST 36.86 FEET; THENCE NORTH 41°38'03" EAST 43.80 FEET THE POINT OF ENDING. CONTAINING 465.06 LINEAR FEET.

ALSO, RESUMING AT SAID REFERENCE POINT "B", THENCE 33.00 FEET EACH SIDE OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED CENTERLINE ON THE FOLLOWING FOUR (4) COURSES: NORTH 79°56'02" WEST 88.11 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 144.08 FEET, WHOSE RADIUS IS 275.00 FEET AND CHORD BEARS NORTH 64°55'29" WEST 142.44 FEET; THENCE NORTH 49°54'56" WEST 117.40 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 134.20 FEET, WHOSE RADIUS IS 275.00 FEET AND CHORD BEARS NORTH 63°53'43" WEST 132.87 FEET TO THE POINT OF ENDING. CONTAINING 483.79 LINEAR FEET.

ALSO, RESUMING AT SAID REFERENCE POINT "C", THENCE 33.00 FEET EACH SIDE OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED CENTERLINE ON THE FOLLOWING THREE (3) COURSES: NORTH 51°29'48" WEST 73.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 179.10 FEET; WHOSE RADIUS IS 274.75 FEET AND CHORD BEARS NORTH 70°10'15" WEST 175.94 FEET; THENCE NORTH 88°50'42" WEST 229.84 FEET THE CENTER OF A 102.00 FOOT RADIUS CUL-DE-SAC AND THE POINT OF ENDING. CONTAINING 482.67 LINEAR FEET.

ALSO, RESUMING AT SAID REFERENCE POINT "D", THENCE NORTH 71°46'48" WEST 33.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF WEST CROWN DRIVE; THENCE 73.03 FEET ALONG SAID RIGHT-OF-WAY AND ALONG THE ARC OF A 321.49 FOOT CURVE TO THE RIGHT, WHOSE CHORD BEARS NORTH 25°48'17" EAST 72.88 FEET; THENCE NORTH 59°06'13" WEST 9.07 FEET; THENCE 27.92 FEET ALONG THE ARC OF A 308.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS NORTH 34°47'57" EAST 27.91 FEET TO THE SOUTHERLY LINE OF CROWN RIDGE CONDOMINIUM; THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES: 273.04 FEET ALONG THE ARC OF A 308.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS NORTH 62°47'30" EAST 264.19 FEET; THENCE S01°13'22"W 66.13 FEET; THENCE 284.30 FEET ALONG THE ARC OF A 255.49 FOOT RADIUS CURVE TO THE LEFT, WHOSE CHORD BEARS SOUTH 51°21'45" WEST 269.85 FEET; THENCE NORTH 71°46'48" WEST 33.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.54 ACRES.

ACCESS EASEMENT DESCRIPTION PER CROWN RIDGE SITE CONDOMINIUM:

AN EASEMENT FOR INGRESS AND EGRESS, FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES AND FOR DRAINAGE PURPOSES IN PART OF THE SOUTHEAST 1/4 OF SECTION 18 AND PART OF THE EAST 1/2 OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE S25°14'27"E 60.27 FEET; THENCE 273.25 FEET ALONG THE ARC OF A 308.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N62°34'58"E 264.37 FEET; THENCE N01°13'22"E 73.17 FEET; THENCE 62.98 FEET ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N25°42'25"W 60.69 FEET; THENCE N52°38'12"W 101.30 FEET; THENCE 90.04 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH

BEARS N33°14'31"W 88.33 FEET; THENCE N13°50'51"W 27.06 FEET; THENCE 33.79 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N86°54'28"E 33.59 FEET TO REFERENCE POINT "A" AND THE POINT OF BEGINNING; THENCE 33.00 FEET EACH SIDE OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED CENTERLINE ON THE FOLLOWING TWENTY-FOUR (24) COURSES: S13°50'51"E 20.79 FEET; THENCE 67.70 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S33°14'31"E 66.41 FEET; THENCE S52°38'12"E 101.30 FEET; THENCE 44.07 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S40°00'47"E 43.71 FEET TO REFERENCE POINT "B"; THENCE CONTINUING 49.94 FEET ALONG THE ARC OF SAID 100.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S13°04'59"E 49.42 FEET; THENCE S01°13'22"W 106.13 FEET; THENCE 71.75 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S78°02'06"E 71.55 FEET; THENCE S70°33'36"E 119.39 FEET; THENCE 106.87 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S64°26'12"E 106.67 FEET; THENCE S58°18'47"E 117.73 FEET; THENCE 156.44 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S49°20'59"E 155.81 FEET; THENCE S40°23'10"E 306.12 FEET; THENCE 103.69 FEET ALONG THE ARC OF A 750.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S36°25'32"E 103.60 FEET; THENCE S32°27'54"E 482.30 FEET; THENCE 363.40 FEET ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S02°43'13"E 347.30 FEET; THENCE S27°01'28"W 330.31 FEET; THENCE 133.39 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S13°07'43"W 132.09 FEET; THENCE S00°46'02"E 32.28 FEET; THENCE 295.71 FEET ALONG THE ARC OF A 580.95 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S13°48'53"W 292.53 FEET; THENCE S28°23'48"W 183.26 FEET; THENCE 177.57 FEET ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S11°26'24"W 174.99 FEET; THENCE S05°31'01"E 340.60 FEET; THENCE 332.75 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S24°34'54"E 326.64 FEET; THENCE S43°38'48"E 99.67 FEET TO THE CENTERLINE OF WEST SILVER LAKE ROAD AND THE POINT OF ENDING, AND REFERENCE POINT "C".

ALSO: A CIRCULAR PARCEL RESUMING AT SAID REFERENCE POINT "A"; THENCE 565.49 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF SAID PARCEL BEING N13°50'51"W 90.00 FEET FROM REFERENCE POINT "A".

ALSO: RESUMING AT SAID REFERENCE POINT "B"; THENCE 33.00 FEET EACH SIDE OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED CENTERLINE ON THE FOLLOWING FIVE (5) COURSES: N58°05'25"E 109.52 FEET; THENCE 99.05 FEET ALONG THE ARC OF A 171.47 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N74°38'20"E 97.68 FEET; THENCE S88°48'44"E 32.11 FEET; THENCE 145.46 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N63°24'22"E 139.83 FEET; THENCE N35°37'28"E 258.73 FEET TO REFERENCE POINT "D" AND THE POINT OF ENDING.

ALSO: RESUMING AT SAID REFERENCE POINT "C"; THENCE ALONG THE CENTERLINE OF WEST SILVER LAKE ROAD N45°57'46"E 33.00 FEET TO THE POINT OF BEGINNING; THENCE N43°38'48"W 43.00 FEET; THENCE N45°57'46"E 44.24 FEET; THENCE N81°38'06"E 73.74 FEET TO SAID ROAD CENTERLINE; THENCE ALONG SAID CENTERLINE S45°57'46"W 104.44 FEET TO THE POINT OF BEGINNING.

ALSO: RESUMING AT SAID REFERENCE POINT "C"; THENCE ALONG THE CENTERLINE OF WEST SILVER LAKE ROAD S45°57'46"W 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAME LINE S45°57'46"W 96.94 FEET; THENCE N00°18'21"E 139.67 FEET; THENCE S43°38'48"E 99.89 FEET TO THE POINT OF BEGINNING.

ALSO: RESUMING AT SAID REFERENCE POINT "D"; THENCE N54°22'32"W 84.85 FEET; THENCE N35°37'28"E 81.21 FEET; THENCE S89°57'44"E 120.03 FEET; THENCE 95.92 FEET ALONG THE ARC OF A 223.83 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S23°20'49"W 95.19 FEET; THENCE S35°37'28"W 58.06 FEET; THENCE N54°22'32"W 33.00 FEET TO THE POINT OF BEGINNING.

ACCESS EASEMENT "B" DESCRIPTION PER CROWN COURTYARD VILLAS NO. 2 CONDOMINIUM:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES IN PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION S00°26'13"E 3969.12 FEET TO THE SOUTH 1/8 LINE OF SAID SECTION; THENCE N00°26'13"W 184.00 FEET; THENCE S89°55'48"E 723.36 FEET TO THE CENTERLINE OF WEST SILVER LAKE ROAD; THENCE ALONG SAID CENTERLINE N14°39'54"E 34.10 FEET TO THE POINT OF BEGINNING; THENCE 33.00 FEET EACH SIDE OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED CENTERLINE: N89°55'48"W 732.02 FEET; THENCE 57.75 FEET ALONG THE ARC OF A 75.45 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S68°08'39"W 56.35 FEET; THENCE S46°13'06"W 95.41 FEET; THENCE 172.55 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S68°11'18"W 168.36 FEET; THENCE N89°50'29"W 792.66 FEET; THENCE 330.60 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N42°29'12"W 294.23 FEET; THENCE N04°52'06"E 160.62 FEET; THENCE 121.40 FEET ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N16°27'41"E 120.58 FEET; THENCE N28°03'17"E 369.21 FEET; THENCE 244.41 FEET ALONG THE ARC OF A 967.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N20°48'51"E 243.76 FEET; THENCE 159.07 FEET ALONG THE ARC OF A 267.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N03°29'40"W 156.73 FEET; THENCE N20°33'44"W 212.39 FEET; THENCE 78.05 FEET ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N14°58'21"W 77.92 FEET TO REFERENCE POINT "A"; THENCE CONTINUING 73.31 FEET ALONG THE ARC OF SAID 400.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N04°07'56"W 73.21 FEET; THENCE 334.62 FEET ALONG THE ARC OF A 900.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N11°46'10"E 332.69 FEET; THENCE 190.29 FEET ALONG THE ARC OF A 900.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N16°21'49"E 189.94 FEET TO THE POINT OF ENDING.

ALSO, BEGINNING AT SAID REFERENCE POINT "A"; THENCE 20.00 FEET EACH SIDE OF AND COINCIDENT WITH THE FOLLOWING DESCRIBED CENTERLINE N77°54'58"W 81.41 FEET; THENCE 67.56 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N39°12'23"W 62.54 FEET; THENCE N00°29'48"W 121.78 FEET TO REFERENCE POINT "B"; THENCE 83.77 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N47°30'02"E 74.31 FEET; THENCE S84°30'07"E 77.42 FEET TO THE POINT OF ENDING.

ALSO, COMMENCING AT SAID REFERENCE POINT "B"; THENCE S89°30'12"W 20.00 FEET TO THE POINT OF BEGINNING; THENCE N00°29'48"W 77.74 FEET; THENCE S84°30'07"E 77.74 FEET; THENCE 117.28 FEET ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S47°30'02"W 104.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PREMISES ARE CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS STATED HEREINAFTER.

All oil, gas and mineral rights, to the extent not previously severed from the above described property, are hereby reserved to the Developer.

III.

DEFINITIONS

A. The following terms, whenever utilized in this Master Deed, Condominium Bylaws, Articles of Incorporation, Bylaws of Association of Co-owners, Purchase Agreement, instruments of conveyance including amendments to Master Deed, and in any other document or instrument without limitation shall be defined as follows:

1. **The Act** means the Michigan Condominium Act, being Act No. 59 of the Public Acts of 1978 as amended.
2. **Architectural Control Committee** shall mean the committee appointed in accordance with the provisions set forth in the Condominium Bylaws.
3. **Association** shall mean the entity designated in the Condominium documents to administer the Condominium Project.
4. **Common Elements** where used without modification shall mean both the general and limited common elements, if any, described hereafter.
5. **Condominium Bylaws** means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by the Act to be recorded as part of the Master Deed.
6. **Condominium Documents** wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.
7. **Condominium Premises** means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to the Condominium Project and described herein.

8. **Condominium Project, Condominium or Project** means **The Crown Golf Community - Phase III** as a Condominium Project established in conformity with the provisions of the Act.
9. **Condominium Subdivision Plan** means Exhibit "B" hereto.
10. **Consolidating Master Deed** means the final amended Master Deed which shall describe the Condominium as a completed Condominium Project and shall reflect the entire land area, and all Units and common elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such consolidating Master Deed, when recorded in the office of the Grand Traverse County Register of Deeds, shall supersede any previously recorded Master Deed for the Condominium.
11. **Co-owner** means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. A land contract vendee of a Unit in this Project shall be the Co-owner for all purposes relating to the Project. The term "owner," wherever used, shall be synonymous with the term "Co-owner."
12. **Developer** means Crown Associate, Inc., and its assigns.
13. **Development and Sales Period.** "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.
14. **Improvement** shall mean every building of any kind, fence or wall, or other structure or recreational facility which may be erected or placed within any Unit, any drainage system that may be established thereon, any driveway or landscaping thereon, or the water or septic systems or any part thereof within any Unit.
15. **Lot or Unit** shall each mean the space within the boundaries of a single Unit in the Condominium as such area and space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "Unit" is defined in the Act.
16. **Percentage of Value.** The percentage assigned to each individual Condominium Unit in the Condominium Master Deed.
17. **Transitional Control Date** shall mean the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by non-Developer Co-owners exceeds the votes which may be cast by the Developer.

B. Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate.

IV.

GENERAL PROVISIONS

A. **Notice.** Any notice required to be sent to any Co-owner under the provisions of this Master Deed shall be deemed to have been properly sent when personally delivered, sent electronically or mailed, postpaid, to the last known address or email address of the person who appears as Co-owner on the records of the Association at the time of such mailing.

B. **Enforcement.** Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Units to enforce any lien created by this Master Deed; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

C. **Interpretation.** The headings contained herein have been inserted for convenience only and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The provisions of this Master Deed as well as those of the Articles of Incorporation, Bylaws and any rules and regulations of the Association shall be interpreted by Developer, unless Developer ceases to exist, in which case they shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel of the Association, or the counsel having drafted this Master Deed or other applicable document, that the interpretation is reasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Master Deed and the Articles, Bylaws and Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Condominium Project, the preservation of the values of the Units and the protection of the Developer's rights, benefits and privileges herein contemplated.

D. **Severability.** Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court Order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

E. **Effective Date.** This Master Deed shall become effective upon its recordation in the offices of the Register of Deeds of Grand Traverse County.

F. **Amendment.** In addition, but subject to any other manner herein provided for the amendment of this Master Deed, the covenants, restrictions, easements, charges and liens of the Master Deed may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed solely by Developer, for so long as it or its affiliate hold title to any Unit or Units or any of the Condominium Project affected by this Master Deed.

G. **Conflict.** This Master Deed shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws and any rules and regulations of the Association and said Articles shall take precedence over the Bylaws and the rules and regulations.

H. **Standards for Consent, Approval and Other Actions.** Whenever this Master Deed shall require the consent, approval, completion, substantial completion, or other action by Developer, or its affiliates, or the Association such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of Developer or Association, as appropriate.

I. **No Public Right or Dedication.** Nothing contained in this Master Deed shall be deemed to be a gift or dedication of all or any part of the Common Elements to the public, or for any public use.

J. **Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit and/or other property located on or within the Condominium Project, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Unit(s).

K. **No Representation or Warranties.** NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON ELEMENTS, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE TAXES OR REGULATION THEREOF, EXCEPT: (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS MASTER DEED OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND OR OTHER CLAIM, IF ANY, WHICH CAN BE MADE AS TO THE

AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTING OF TITLE TO THEIR RESPECTIVE UNITS AND/OR UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

L. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE CONDOMINIUM PROJECT ARE HEREBY PLACED ON NOTICE THAT DEVELOPER OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, PERFORMING CONSTRUCTION ACTIVITIES WITHIN, OR IN PROXIMITY TO, THE CONDOMINIUM PROJECT. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE CONDOMINIUM PROJECT, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES THAT: (i) NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN, OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION, TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN, OR IN PROXIMITY TO THE CONDOMINIUM PROJECT, WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT, OR OTHERWISE DURING NON-WORKING HOURS); (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE, BUT RATHER, SHALL BE HELD HARMLESS FROM, ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM, OR RELATING TO, THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE CONDOMINIUM PROJECT HAS BEEN, AND WILL BE, MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY, LEASE, OR ALLOW THE USE OF, THE APPLICABLE PORTION OF THE CONDOMINIUM PROJECT.

M. **Golf Course Activities.** ALL OWNERS ACCEPT TITLE TO THEIR UNIT ACKNOWLEDGING THE PROJECT IS IN A GOLF COMMUNITY. AS SUCH, OWNERS ACCEPT THERE IS NOISE AND ACTIVITIES ON ADJACENT PROPERTIES AND WAIVE ANY CLAIM FOR NUISANCE OR DAMAGE TO THEIR PROPERTY FROM SUCH GOLF COURSE ACTIVITIES.

V.

ADDITIONAL RIGHTS OF DEVELOPER

A. **General.** Notwithstanding any other provision in this Master Deed to the contrary, Developer shall have, in addition to its other rights described herein, the following rights, and there is hereby created and reserved a blanket easement for Developer and its assigns to enable them to exercise those rights free of any interference by the Association, or by any Co-owner:

1. The right to execute all documents and to take all actions affecting any portion of the Condominium Project owned or controlled by it which, in its discretion, are desirable or necessary to effectuate or facilitate the development of the Condominium.
2. The right to plat, re-plat, subdivide and re-subdivide any portion or portions of the Condominium Project or to seek amendment to the Planned Unit Development Resolution for any portion or portions of the Condominium Project owned or controlled by it.
3. The right to determine, in its sole discretion, the type of improvements, if any, to be constructed on any portion of the Condominium Project and the Common Elements owned or controlled by it and the right to revise its plans concerning such improvements.
4. The right to construct and maintain, on any portion of the Condominium Project or the Common Elements owned or controlled by it, any improvements it considers desirable (which right shall include, but not be limited to, a right of ingress and egress by any and all types of vehicles and equipment to, through, over and about the Common Elements during whatever period of time Developer is engaged in any construction or improvement work on or within the Condominium, as well as an easement for the parking and storage of materials, vehicles, tools, equipment, and the like, which are being utilized in such work), and the right to construct walks, drives, ramps and parking facilities and a continuance of similar improvements located on portions of the Common Elements not owned or controlled by it even if doing so entails an encroachment upon the latter property; the right to sell, lease and otherwise dispose of existing and planned Units (and portions thereof), which right shall include (though not be limited to) the right to construct and maintain sales offices and models on any portion of the Condominium Project and Common Elements owned or controlled by it, to solicit and receive the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces on the Common Elements), and to place signs and other promotional devices on any portion or portions of the Condominium Project or Common Elements owned or controlled by it without regard to the size or

aesthetic appeal of such signs or devices; and the right to assign the foregoing rights, in whole or in part.

B. **Injunctive Relief for Interference.** Developer and each assignee of Developer shall be entitled to injunctive relief for any actual or threatened interference with its or their rights under this Article, in addition to whatever remedies at law to which it or they might be entitled.

VI.

COMMON ELEMENTS

A. The general common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

1. The land described herein, including the roadway, except however, the space within each Unit boundary, all as shown on Exhibit "B" attached hereto.
2. Such other elements of the project not herein designated as general or limited common elements which are not within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the project.
3. The costs of maintenance, repair and replacement of all general common elements described above shall be borne by the Association. By way of inclusion and not limitation, the Association shall provide for the requirements to grade, drain, repair, replace and otherwise maintain the roadways.
4. No Co-Owner shall use his Unit or the common elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit or the common elements.

VII.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of the Project attached hereto as Exhibit "B." Each Unit shall include all that area and space contained within the boundary for each Unit as shown on Exhibit "B" hereto.

B. The percentage of value assigned to each Unit is set forth in Paragraph D below. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the common elements of the Condominium, if any. Each respective Co-owner shall have one (1) vote at meetings of the Association and each Unit shall share

equally in the proceeds and expenses of administration of the Association. The total value of the Project is one hundred percent (100%). The percentage of value allocated to each Unit may be changed only with the unanimous consent of all of the Co-owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided hereafter.

C. The determination of the percentage of value which should be assigned was made after reviewing the comparative characteristics of each Unit in the Project and concluding that location, size, value and allocable expenses of the Association were the proper determining factors to be considered.

D. Each Unit shall be assigned an equal percentage of value.

VIII.

EASEMENTS

A. There shall be easements in favor of the Association to, through and over those portions of the land, structures, buildings, improvements and walls located within any lot for the installation and continuing maintenance and repair of all utilities in the Condominium.

B. There is a "Temporary-Turnaround Easement" on Imperial Point Drive. Developer may terminate this easement when it is no longer required by regulatory agencies having jurisdiction over such matters.

C. Developer hereby conveys to Green Hills, Inc., an easement for ingress and egress for golf carts and golf course maintenance vehicles over all general common elements in the Project.

D. Developer reserves and conveys for the benefit of Green Hills, Inc., permanent easements for all purposes necessary or desirable for the benefit of The Crown golf course and club.

IX.

EASEMENTS RETAINED BY DEVELOPER

A. The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways, paths and walkways in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcel described herein or any portion or portions thereof, and any other land contiguous to the Condominium premises which may be now owned or hereafter acquired by the Developer or its successors.

B. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described herein or any portion or portions thereof and any other land contiguous to the Condominium premises which may be now owned or hereafter

acquired by the Developer, perpetual easements to utilize, tap and tie into all utility mains located on the Condominium premises.

C. The Developer reserves to itself, its successors and assigns, the right to terminate and revoke any utility easements granted in Exhibit "B" at such time as the particular easement has become unnecessary. This may occur by way of example but not limitation when water or sewer systems are connected to municipal systems. No utility easement may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate instrument of termination. No utility easement shall be terminated or revoked hereunder without the prior written consent of the Road Commission for the county in which the Project is located.

D. All public and private utility companies shall have an easement to install, operate, maintain and replace utilities for the benefit of the Project.

X.

RESTRICTIVE COVENANTS

A. The land described herein above shall be subject to the restrictions described in the Condominium Bylaws attached hereto as Exhibit "A," which restrictions shall run with the land and which restrictions, notwithstanding as set forth hereafter or any other provision of this Master Deed or its Exhibits, shall not be modified, amended nor altered without the express written consent of the Developer.

B. The Association shall conduct routine maintenance of the stormwater retention areas and other stormwater management facilities within the Project to continually meet the specifications of the stormwater plan approved by the Grand Traverse County Drain Commissioner's Office. If the Association fails to do the required maintenance on the stormwater facilities, the Drain Commissioner's Office reserves the right to request this maintenance be done. The Association shall conduct routine maintenance of the stormwater retention area and other stormwater management facilities within thirty (30) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Grand Traverse County Drain Commissioner, and shall conduct emergency maintenance within thirty-six (36) hours of written notification; in the event that the Association shall fail to act within these time frames, the Grand Traverse County Drain Commissioner may perform the needed maintenance and assess the costs therefore against the Association. The Drain Commissioner is hereby provided access around any and all retention basins for inspection and maintenance to be performed as specified above. In the event the retention basins within this Condominium Project become part of a county drain, that the rights, obligations and duties and easements herein may be assigned to the pertinent agency or county officer. All lot owners agree to the foregoing provisions to the extent any stormwater retention area exists within the boundary of their lot.

C. Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all Co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium premises, and to consider and otherwise act on all assessment issues on behalf of the association and all Co-owners.

D. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of 1978 P.A. 59, as amended (MCLA 559.231).

E. At some time subsequent to the recordation of the Master Deed, it may become necessary to improve some or all of the roads within or adjacent to the Condominium premises. Those improvements may be financed, in whole or in part, by the creation of a special assessment district or districts which may include the Condominium development. The acceptance of a conveyance or the execution of a land contract by any owner or purchaser of a Condominium lot shall constitute the agreement by such owner or purchaser, his/her heirs, executors, administrators or assigns, that the Association shall be vested with full power and authority to obligate all Co-owners to participate in the special assessment district, sign petitions requesting said special assessment and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvements shall be approved by an affirmative vote of not less than fifty-one percent (51%) of Co-owners. No consent of mortgagee shall be required for approval of said public road improvement.

XI.

EXPANDABLE CONDOMINIUM

The Condominium is established as an expandable condominium in accordance with the provisions of the Act and this Article:

A. Developer reserves the right, but not an obligation, to expand the Condominium.

B. There are no restrictions or limitations on Developer's right to expand the Condominium, except as stated in this Article. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent

portions of this Maser Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium, and Developer may, in its discretion, maintain the Additional Land as part of **The Crown Golf Community - Phase III**, establish all or a portion of the Additional Land described below as a separate condominium, or any other form of development. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

C. The Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.

D. The land which may be added to the Condominium (herein referred to as the "Additional Land") is referred to in the Plan as the proposed future development area, and is legally described as follows:

Situated in the Township of Garfield, County of Grand Traverse, State of Michigan, described as:

Part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18 and part of Section 19, Township 27 North, Range 11 West, commencing at the North $\frac{1}{4}$ corner of Section 19; thence North 89 degrees 42 minutes West 2284.24 feet; thence South 00 degrees 55 minutes West 1316.80 feet; thence North 89 degrees 53 minutes East 1001.08 feet; thence South 00 degrees 07 minutes East 2640.54 feet to the East-West $\frac{1}{4}$ line of Section 19; thence South 89 degrees 33 minutes East 1311.75 feet; thence North 00 degrees 26 minutes West 184.00 feet; thence south 89 degrees 56 minutes East 723.36 feet to the centerline of West Silver Lake Road; thence North 14 degrees 40 minutes East along the centerline 210.29 feet; thence Northeasterly 347.75 feet along a curve to the right (radius=636.62 feet, chord=North 31 degrees 17 minutes East 343.30 feet); thence North 45 degrees 58 minutes East along the centerline 680.39 feet; thence North 20 degrees 05 minutes East 617.25 feet; thence North 00 degrees 45 minutes West 392.85 feet; thence North 32 degrees 59 minutes West 615.09 feet; thence South 89 degrees 57 minutes East 218.83 feet; thence North 24 degrees 18 minutes West 455.68 feet; thence North 07 degrees 53 minutes West 595.51 feet; thence North 60 degrees 04 minutes West 752.94 feet; thence North 33 degrees 17 minutes East 721.47 feet; thence North 89 degrees 58 minutes West 1025.19 feet; thence South 01 degrees 35 minutes West 659.79 feet to the point of beginning.

Also, the East 660.00 feet of the South 330.18 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 27 North, Range 11 West.

Except, Crown Commons #1 and #2, Crown Courtyard Villas #1 and #2, Crown Ridge Condos and Crown Townhouses.

E. The Additional Land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Additional Land may be added to the Condominium.

F. There are no restrictions upon the locations of any improvements that may be made on any portions of the Additional Land, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may effect the Condominium.

G. The number of Units which Developer reserves the right to construct, all or in part, upon and Additional Land is 152, for a maximum of 200 Units which may be included in the Condominium (including the Units now shown on the Plan). Local building ordinances and regulations may permit a smaller number of Units to be created upon the Additional Land. This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the Additional Land, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

H. All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements, except those which are imposed by state law, local ordinances or building authorities.

I. The extent to which any structure erected on any portion of the Additional Land added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

J. Some of the Additional Land may be added to **The Crown Golf Community - Phase III** only upon receiving governmental approvals at that time. Nothing herein shall bind any governmental agency or unit to such activity at that future point in time, and the statement of rights reserved in this Article shall not be construed, nor interposed, to create any vested rights.

K. Developer may create Limited Common Elements upon the Additional Land and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

L. If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed, or by a series of successive amendments to the Master Deed, each adding Additional Land and/or improvements to the Condominium.

M. Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred percent (100%) for the entire condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VII of this Master Deed.

N. Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than 180 days after completion of construction, a Consolidating Master Deed and plans showing the Condominium shall be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association.

XII.

AMENDMENT

A. The Condominium Documents may be amended for a proper purpose, without consent of Co-owners, mortgagees and other interested parties, as long as the amendments do not materially alter or change the rights of the Co-owners, mortgagees or other interested parties. This includes amendments which in the written opinion of a licensed real estate appraiser, do not detrimentally change the value of any Unit.

B. The Condominium Documents may be amended for a proper purpose, even if the amendment will materially alter or change the rights of the Co-owners, mortgagees or other interested parties with the approval of two-thirds (2/3) of the votes of the Co-owners entitled to vote and mortgagees. A Co-owner's Unit dimensions may not be modified without his consent. Co-owners and mortgagees of record shall be notified of proposed amendments. Mortgagees may be notified of proposed amendments and approve same by written ballot. Ballots not returned within ninety (90) days shall be deemed approved.

C. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of Co-owners or based upon the Association Board of Director's decision, the costs of which are expenses of administration.

D. Notwithstanding any contrary provision of this Master Deed or the Condominium Bylaws, the Developer reserves the right, pursuant to and subject to Section 90(3) of the Condominium Act, to amend materially this Master Deed or any of its exhibits (including, without limitation, documents referred to herein or in the Bylaws which affect the rights and obligations of a Co-owner) to achieve the following specified purposes:

1. to modify the types and sizes of unsold Condominium Units and their appurtenant limited common elements and/or percentages of value;
2. to amend the Condominium Bylaws;
3. to correct arithmetic errors, typographical errors, surveying or planning errors, deviations in construction, or any similar errors in the Master Deed, Condominium Subdivision Plan, or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;
4. to clarify or explain the provisions of the Master Deed or its exhibits;
5. to comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency;
6. to make, define, or limit easements affecting the Condominium premises;
7. to record an "as-built" Condominium subdivision plan; and
8. to facilitate mortgage loan financing for existing or prospective co-owners and to enable the purchase of insurance of such mortgage loans by any institutional participant in a secondary mortgage market which purchases or insures mortgages.

E. A Master Deed amendment dealing with the addition or modification of Units or the physical characteristics of the Project shall comply with the standards prescribed in the Act for preparation of an original Condominium.

F. Any amendment to this Master Deed, Condominium Bylaws and Exhibit B documents which effect the use, structures or any improvements located within this Project, shall always be subject to the applicable ordinances of the Township of Garfield and submitted to the Township for prior approval, as required by law.

G. Notwithstanding anything to the contrary contained in this Master Deed or its exhibits, for so long as the Developer owns one or more Units in the Project, no amendment shall be made to the Condominium Documents without the prior written consent of the Developer.

CONDOMINIUM BYLAWS – EXHIBIT “A” TO MASTER DEED

THE CROWN GOLF COMMUNITY - PHASE III

ARTICLE I

ASSOCIATION OF CO-OWNERS

- A. **The Crown Golf Community - Phase III**, a Site Condominium Project located in the Township of Garfield, County of Grand Traverse, State of Michigan, shall be administered by an Association of Co-owners, which shall be a non-profit corporation (hereinafter called the "Association") organized under the laws of the State of Michigan.
- B. The Association shall be organized to manage, maintain and operate the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation and Bylaws of the Association and the laws of the State of Michigan. The Association shall be responsible for the management and administration of the Common Elements, property, easements and affairs of the Condominium Project. The Association may provide for independent management of the Condominium Project.
- C. Membership in the Association and voting by the members of the Association shall be in accordance with the following provisions:
1. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
 2. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.
 3. Each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number and one (1) vote when voting by value (all Units being assigned an equal Percentage of Value in Article VII of the Master Deed).
 4. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Paragraph H of this Article I. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in Paragraph 5 below or by a proxy given by such individual representative. The Developer shall be entitled to vote each Unit which it owns. Notwithstanding anything herein to the contrary, a purchaser of a Unit by means of a land contract shall be designated the owner of that Unit and entitled to the vote for that Unit.

5. Each Co-owner shall file a written notice with the Association, designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and email address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.
6. There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Paragraph H of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given to each Co-owner by mailing or electronic transmission the same to each individual representative designated by the respective Co-owner at least ten (10) days prior to said meeting.
7. The presence, in person or by proxy, of one-fifth (1/5) of the Co-owners in number and in value shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting, at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which a vote is cast.
8. Votes may be cast in person or by proxy or by writing, duly signed by the designated voting representative not present at a given meeting in person or by proxy or by electronic means, subject to the discretion of the Board of Directors. Proxies and any written vote must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
9. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority herein above set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.
10. Any action which may be taken at a meeting of the Co-owners (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots will be solicited in the same manner as provided above for the giving of notice of regular meetings of Members. Such solicitations will specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time

by which ballots must be received in order to be counted. The form of written ballot will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance therewith. Approval by written ballot will be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

- D. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The Association shall prepare and distribute to each Co-owner at least once a year financial statement, the contents of which shall be defined by the Association. Such accounts books, records, contracts, and financial statements concerning the administration and operation of the Condominium Project shall be available for examination by any of the co-owners and their mortgagees at convenient times. If the Association's annual revenues are greater than \$20,000.00, then on an annual basis the Association shall have its books, records, and financial statements independently audited or reviewed at the discretion of the Board of Directors by a certified public accountant, as defined in section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The Association may opt out of this requirement on an annual basis by an affirmative vote of a majority of the Co-owners. The accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents, and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project, to inspect the same during reasonable hours.
- E. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association, except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting.
- F. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith.

- G. Every director and every officer of the Corporation shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer when expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the directors seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.
- H. The First Annual Meeting of the members of the Association may be convened by the Board of Directors and may be called at any time after conveyance of legal or equitable title to a Unit to a non-Developer Co-owner but in no event later than fifty-four (54) months after such event. The date, time and place of such First Annual Meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. The Board of Directors shall establish an Advisory Committee of non-Developer members upon the passage of: (a) one hundred twenty (120) days after legal or equitable title to one-third (1/3) of the Condominium Units has been conveyed to non-Developer Co-owners; or (b) one (1) year after the first conveyance of legal or equitable title to a Condominium Unit to a non-Developer Co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-Developer members and to aid in transferring control from the Developer to non-Developer members. The Advisory Committee shall be composed of not less than one (1) nor more than three (3) non-Developer members, who shall be appointed by the Board of Directors in any manner it selects, and who shall serve at the pleasure of the Board of Directors. The Advisory Committee shall automatically dissolve after a majority of the Board of Directors is comprised of non-Developer Co-owners. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, at least one (1) Director and at least one-fourth (1/4) of the Board of Directors of the Association shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, at least one-third (1/3) of the Board of Directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the Units, the non-Developer Co-owners shall elect all Directors on the

Board except that the Developer may designate at least one (1) Director as long as the Developer owns or offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units that may be created remain unbuilt.

Notwithstanding the formula provided above, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to at least seventy-five percent (75%) of the Units that may be created has not been conveyed, the non-Developer Co-owners may elect the number of Members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer may elect the number of Members of the Board equal to the percentage of Units that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in these Bylaws. The application of this provision does not require a change in the size of the Board as stated in the Association Bylaws.

If the calculation of the percentage of Members of the Board that the non-Developer Co-owners may elect or if the product of the number of Members of the Board multiplied by the percentage of Units held by the non-Developer Co-owners results in a right of non-Developer co-owners to elect a fractional number of Members of the Board, a fractional election right of zero point five (0.5) or more shall be rounded up to the nearest whole number, which shall be the number of Members of the Board that the non-Developer Co-owners may elect. After applying this formula, the Developer may elect the remaining Members of the Board. The application of this provision shall not eliminate the right of the Developer to designate at least one (1) Member, as provided in these Bylaws.

ARTICLE II

ASSESSMENTS

- A. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.
- B. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project.
- C. Assessments shall be determined in accordance with the following provisions:
 - 1. The Board of Directors of the Association may establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the

forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. If the Project includes Common Elements, an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Paragraph D below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this section may prove to be inadequate for a particular Project. The Association of Co-owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be mailed to each Co-owner, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient:

- a. to provide for the costs of operation and management of the Condominium;
- b. to provide replacements of existing Common Elements, if any;
- c. to provide additions to any Common Element not exceeding \$1,000.00 annually; or
- d. to provide for the costs in the event of emergencies;

the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

2. Special assessments, in addition to those required in Article II, Paragraph C(1)(a) above may be made by the Board of Directors from time to time and approved by the Co-owners. Special assessments referred to in this paragraph shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.

- D. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned equally among each Unit. Annual assessments as determined in accordance with Article II, Paragraph C(1) above, shall be payable by Co-owners, commencing with acquisition of legal or equitable title to a Unit. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each

Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.

- E. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.
- F. Collection of Assessments. All remedies are discussed herein are cumulative and nothing herein shall limit the Association's right to use any legal means and remedy available against delinquent Owners.

1. *Suit at Law or Equity.* The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who, from time to time, has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement, and further, to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Notwithstanding anything to the contrary, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published until the expiration of ten (10) days after mailing, by First Class Mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the delinquency is not cured within ten (10) days after the date of mailing. Such written notice shall be in recordable form, executed by an authorized representative of the Association and shall set forth the following: (1) the name of the Co-owner of record thereof, (2) the legal description of the Condominium Unit or Units to which the notice applies, (3) the amounts due the Association of Co-owners at the date of notice, exclusive of interest, costs, attorney fees and future assessments. The notice shall be recorded in the office of the Register of Deeds in the county in which the Condominium Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. A receiver may be appointed in an action for foreclosure of the assessment lien and may be empowered to take possession of the Condominium Unit, if not occupied by the Co-owner, and to lease the Condominium Unit and to collect and apply the rental therefrom. The Co-owner of a Condominium Unit subject to foreclosure under this section, and any purchaser, grantee, successor or assignee of the Co-owner's interest in the Condominium Unit is liable for assessments by

the Association chargeable to the Condominium Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

2. *Other Remedies.* In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. Further, a Co-owner in default may be barred from using any and all Common Elements until the default is cured.
 3. *Costs.* The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit(s). The Board may also adopt an administrative fee that relates to the increased cost of the association in the collection of delinquent assessments.
- G. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit, pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).
- H. Notwithstanding any other provisions of the Condominium Documents to the contrary, the Developer's obligation to pay assessments shall be:
1. *Pre-turnover expenses.* Prior to the initial meeting of Co-owners, it will be the Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses. At the time of the initial meeting, the Developer will be liable for the funding of any existing deficit of the Association that was incurred prior to the date of the initial meeting.
 2. *Post-turnover expenses.* After the initial meeting and for the duration of the Development and Sales Period, the Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by the Developer that have not been conveyed or leased. To the extent the Developer holds title to Units that were previously conveyed or leased, the Developer shall be responsible for the same maintenance assessment levied

against other Units in the Project and for all special assessments levied by the Association.

3. *Exempted transactions.* At no time will the Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against the Developer, including any cost of investigating and/or preparing such litigation or claim, or any similar related costs.
- I. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with the Act.
 - J. A construction lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to the Act. Pursuant to Section 111 of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid assessments. Upon receipt of a written request to the Association accompanied by a copy of the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.
 - K. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the Unit; and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium Unit is entitled to written statement from the Association, setting forth the amount of unpaid assessments outstanding against the Unit, and the purchaser is not liable for unpaid assessments in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the sale, or arrange for the payment of any unpaid assessments against the Unit at the closing of the Unit purchase if such a statement was requested, shall be liable for any unpaid assessments against the Unit together with interest, costs, and attorney's fees incurred in connection with the collection thereof.

- L. The Board of Directors of the Association shall have the right to require that the purchasers of a Unit that is being resold by the initial non-Developer Co-owners of the Unit or by any subsequent Co-owners contribute to the Association an amount up to or equal to two (2) months of the regular Association assessment upon closing on the sale of the Unit, with said contribution being deposited in the Association's reserve accounts. The imposition of this requirement upon the purchasers of resold Units shall not affect the non-refundable character of any previous contributions paid to the Association by the selling Co-owner. The Association Board of Directors shall provide written notice to the Co-owners of its election to require the contribution described in this Section and such written notice shall remain effective until negated by a subsequent written notice from the Board. The Association shall also have any and all remedies with respect to the unpaid contribution that are provided to the Association in these Bylaws for delinquent assessments.

ARTICLE III

ARBITRATION

- A. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.
- B. In the absence of an election and written consent to arbitrate under Paragraph A of this Article III, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.
- C. Election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

- A. The Association shall provide an insurance policy providing "special" and "all risk" coverage and liability insurance, and such other insurance as the Board of Directors deems advisable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project.

- B. All such insurance shall be purchased by the Association for the benefit of the Association and the Co-owners and their mortgagees as their interests may appear and all premiums for insurance carried by the Association shall be an expense of administration.
- C. Each Co-owner shall obtain all necessary insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his Unit, including any structures constructed thereon and his personal property located within his Unit or elsewhere in the Condominium Project, for his personal liability for occurrences within his Unit or upon any Limited Common Elements, if any, appurtenant to his Unit, and for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage.
- D. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by standard extended coverage endorsement in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association.
- E. The proceeds of any insurance policies received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.
- F. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of insurance coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Project and any Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance to the Condominium Project.
- G. Neither the Association nor any of the Co-owners shall be liable to the other or to any insurance company (by way of waiver of subrogation) providing coverage for any loss or damage to any Common Element, improvement, Unit, building, structure or other tangible property, or any resulting loss of income, even though such loss or damage might have been occasioned by the negligence of the other party, its agents, guests, invitees or employees, provided and to the extent such loss or damage is covered by insurance.

ARTICLE V

RECONSTRUCTION OR REPAIR

- A. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:
 - 1. If the damaged property is a Common Element, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated and each institutional holder of a first

mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.

2. If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five percent (75%) or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.
- B. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project.
 - C. If the damage is only to a Unit, which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Paragraph D below. In all other cases, the responsibility for construction and repair shall be that of the Association.
 - D. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of his Unit. No Co-owner shall make a structural repair or modification to his or her Unit without the prior written consent of the Association. The Association shall not consent if such repair or modification may jeopardize or impair the structural soundness or safety, or both, of the Condominium Project.
 - E. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements, if any.
 - F. The Act shall control upon any taking by eminent domain.
 - G. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages and in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE/CONSTRUCTION

- A. Architectural Control Committee
 1. An Architectural Control Committee (the "Committee") shall exist at all times. The Committee shall be vested with the discretionary authority to approve all building plans for any Unit, subject to the criteria, restrictions, and limitations set forth herein.

2. The Committee shall consist solely of the Developer, its assigns, or its representative(s). No Co-owners shall ever be appointed to the Committee, unless the Developer expressly agrees to delegate its duties hereunder.
3. No building or structure shall be erected, placed or significantly altered on any Unit without first obtaining approval of the Committee. Detailed construction plans and specifications, together with a site plan showing the proposed location of all improvements, shall be submitted to the Committee, which shall review such plans and specifications within fourteen (14) days of receipt. In the event that a submission is deemed defective, the Committee shall notify the Co-owner in writing of such deficiencies.
4. In making its review, the Committee shall be limited to the record before it, consisting of the plans and specifications, any written statement of deficiencies, amendments submitted to the Committee, and any public documents. The record shall expressly exclude alleged conversations, oral statements, promises, or other verbal acts.
5. The Committee shall be limited to the following actions: approve, disapprove, approve with conditions, or disapprove due to an inadequate record.
6. All action taken by the Committee shall be in writing. If the action is an approval or approval with conditions, each member of the Committee shall sign the submitted plans that are part of the record. The Co-owner or representative shall also countersign the submitted plans, which signature shall be conclusive proof and assent to the plans and specifications.
7. In making any decisions hereunder, the Committee shall be vested with the discretion to assure that all requirements set forth herein shall be complied with.
8. The Developer shall not be required to get approval of the Committee for any of its plans for structures it builds or that are built on its behalf.

B. Building Restrictions

1. All improvements located within a Unit shall be of exterior design, materials, workmanship, and quality as to be harmonious with other homes and improvements in the Condominium Project and, in addition, are suitably located with respect to the topography of the Unit and finish grade elevations. Further, all exteriors shall be comprised of natural wood, brick, stone, or cement siding.
2. No mobile home, double wide, or modular home shall be placed, stored, occupied, constructed or installed upon any Unit. This restriction shall apply to so-called "manufactured" homes.

3. Not more than one (1) single family residence shall be constructed upon any Unit. Guest quarters which are part of an attached garage (if allowed by local zoning) shall be permitted.
4. All exterior lighting shall be placed so as to direct light away from other Units.
5. Cutting of trees on a Unit shall be limited to one-third (1/3) of the trees three inches in diameter or greater at the stump, once every five years. An exception shall be made for initial and subsequent construction as approved by the Committee.
6. No fences shall be constructed in common areas. No fences shall be permitted in any Unit.
7. No satellite dishes or antennae shall be permitted unless approved by the Architectural Control Committee.
8. Since each Unit will be serviced with natural gas, no fuel storage-tanks shall be permitted.
9. All utilities lines, conduits and piping shall be installed below ground.

ARTICLE VII

RESTRICTIONS

A. Use Restrictions

1. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in or on the Common Elements or within any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner set forth herein.
2. A Co-owner may keep up to two (2) household pets on the Condominium premises, but only with the consent of the Association. Any person who permits a pet to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability, including actual attorney fees, which the Association may sustain as a result of the presence of

such animal on the Condominium property. Each Co-Owner is responsible for maintaining control of any household pets at all times, and all pets shall be leashed or chained during any period for which they are present on the common elements of the Project and each owner shall immediately perform any necessary cleanup required by the keeping of such pet. No tenant shall be permitted to have any pets at any time.

3. Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Association. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. All garbage and recycling containers will be kept in-doors except during days for scheduled pickup and removal of the contents. Unless special areas are designated by the Association, trash receptacles shall not be permitted on the General Common Elements, except for such short periods of times as may be reasonably necessary for construction. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.
4. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Co-owner may leave personal property of any description unattended on or about the Common Elements. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.
5. No abandoned, unlicensed, or junk vehicles of any kind, and no commercial vehicles, trailers, boat trailers, boats, camping vehicles, snowmobiles, snowmobile trailers, recreational vehicles, unlicensed automobiles, motorcycles or ATVs may be kept outdoors on any Unit or any Common Elements. All motorcycles, snowmobiles, ATVs, and similar recreational vehicles shall be kept on a trailer in the garage when not in use. During the off-season, all of the previously listed vehicles will be removed and stored off of a Unit.
6. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium, except as permitted by State hunting laws.
7. Motorcycles, ATVs, off-road vehicles, snowmobiles, and other similar powered vehicles are not allowed on any of the Limited or General Common Elements and may not be operated on any Unit in a manner that is loud, offensive, or dangerous to the neighbors.

- B. Signs and Advertising. No signs or other advertising devices shall be permitted on the Units or on the Common Elements, other than one sign not greater than four square feet on each building face indicating the Co-owner's name and address. No "For Sale" signs are permitted. Provided that Developer may place signs in such locations and of such types as it in its sole discretion deems necessary for marketing Units, during such period as Developer owns any Unit.
- C. Oil and Gas Development. All oil, gas, and mineral rights that have not been previously severed from the Condominium Project are reserved to the Developer.
- D. Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the rights and responsibilities of the Co-owners and the Association with respect to the Condominium may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors or its successors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of two-thirds (2/3) of the Co-owners.
- E. Association's Rights of Access. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Subject to the foregoing and other provisions in the Master Deed and these Bylaws, each Co-owner shall be entitled to exclusive occupancy and control over the Co-owner's Unit and all Limited Common Elements appurtenant thereto.
- F. Co-owner Maintenance. Each Co-owner shall maintain the Unit owned and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner or the Co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner as set forth herein.

G. Prohibited Acts.

1. No change of any kind shall be made by a Co-owner to any Common Element without the express approval of the Board of Directors.
2. No garbage (for example, but without limitation, paper, wood, tires) shall be burned or buried, nor allowed to accumulate, on any Unit or Common Element. Provided that brush, grass, and leaves may be burned out of doors so long as all local and state ordinances and laws are complied with. Burn barrels or other similar outdoor incinerators are prohibited.
3. No Co-owner, invitee, guest, or contractor shall dispose of any chemical, toxic or hazardous substances on the Condominium Project or introduce such materials into any sewage treatment system contrary to local, state or federal law.

H. Reserved Rights of Developer.

1. *Developer's Rights in Furtherance of Development and Sales.* None of the restrictions contained herein shall apply to the commercial activities or signs or billboards of the Developer with respect to unsold Units owned by the Developer. Notwithstanding anything to the contrary elsewhere herein contained, until all Units in the entire planned Condominium are sold by Developer, Developer shall have the right to maintain storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by Developer.
2. *Enforcement of Bylaws.* The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-owners and all persons having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements, and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws so long as Developer owns any Unit which Developer offers for sale, which right to enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VIII.

LEASING

- A. Before the Transitional Control Date, during the development and sales period the rights of a Co-owner, including the Developer, to rent any number of Condominium Units shall be controlled by the provisions of the Condominium Documents as recorded by the Developer and shall not be changed without Developer approval. Notwithstanding, the term of any lease shall not be less than six (6) months. After the Transitional Control Date, the Association may amend the Condominium Documents as to the rental of Condominium Units or terms of occupancy. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or Condominium Units that are owned or leased by the Developer.
- B. A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a Condominium Unit to potential lessees or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the Condominium Documents. The Co-owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to a Co-owner or Developer, the due dates of that rental and compensation and the term of the proposed arrangement.
- C. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.
- D. If the Association determines that the tenant or non-Co-owner occupant failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
1. The Association shall notify the Co-owner by certified mail, advising of the alleged violation by the tenant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 2. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for both eviction against the tenant or non-Co-owner occupant and, simultaneously, for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The

Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Condominium Unit or Condominium Project.

- E. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:
1. Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
 2. Initiate proceedings pursuant to Paragraph D(2).

ARTICLE IX

MORTGAGES

- A. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.
- B. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage and vandalism and malicious mischief and the amounts of such coverage.
- C. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit on the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.
- D. The Association shall give timely notice to all mortgagees of: (1) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage; (2) any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (3) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of mortgagees.

ARTICLE X

AMENDMENTS

Amendments to these Bylaws shall be in accordance with Article XII of the Master Deed.

ARTICLE XI

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XIII

REMEDIES FOR DEFAULT

- A. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:
1. Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include, but without limiting, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
 2. In any proceeding arising because of an alleged default by an Co-owner or in any proceeding brought against the Association or its officer and/or directors to compel enforcement of the Condominium Documents, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees), as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

3. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon any Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.
 4. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. Fines may be assessed only upon notice to the offending Co-owners as prescribed in the Association Bylaws and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.
- B. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.
- C. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude any party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.
- D. The Association, but not a Co-owner seeking relief from the Association, shall be entitled to recover from the responsible Co-owner, lessee, tenant, non-Co-owner resident and/or guest, the pre-litigation costs and attorney fees, including those incurred in bankruptcy proceedings and/or probate proceedings, incurred in obtaining any of their compliance with the Condominium Documents and the Act. A Co-owner, if successful in suing another Co-owner, lessee, tenant, non-Co-owner resident and/or guest, shall be entitled to recover from the responsible Co-owner, lessee, tenant, non-Co-owner resident and/or guest the costs and attorney's fees incurred in obtaining any of their compliance with the Condominium Documents and the Act. The Association shall have no responsibility to collect or enforce any judicial or administrative orders against or obtained by a Co-owner against another Co-owner, lessee, tenant, non-Co-owner resident and/or guest. In any proceeding arising because of an alleged default by a Co-owner, lessee, tenant, non-Co-owner resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding, including all those incurred in any appellate, bankruptcy and/or probate proceedings, and such reasonable attorney fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such costs and/or attorney fees from the Association. The Association, if

successful, also shall be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter asserted against the Association from the Co-owner asserting the claim, counterclaim or other matter, or whose lessee, tenant, non-Co-owner resident and/or guest asserted the claim, counterclaim or other matter, but in no event shall any Co-owner, lessee, tenant, non-Co-owner resident and/or guest be entitled to recover such costs and/or attorney's fees from the Association.

ARTICLE XIV

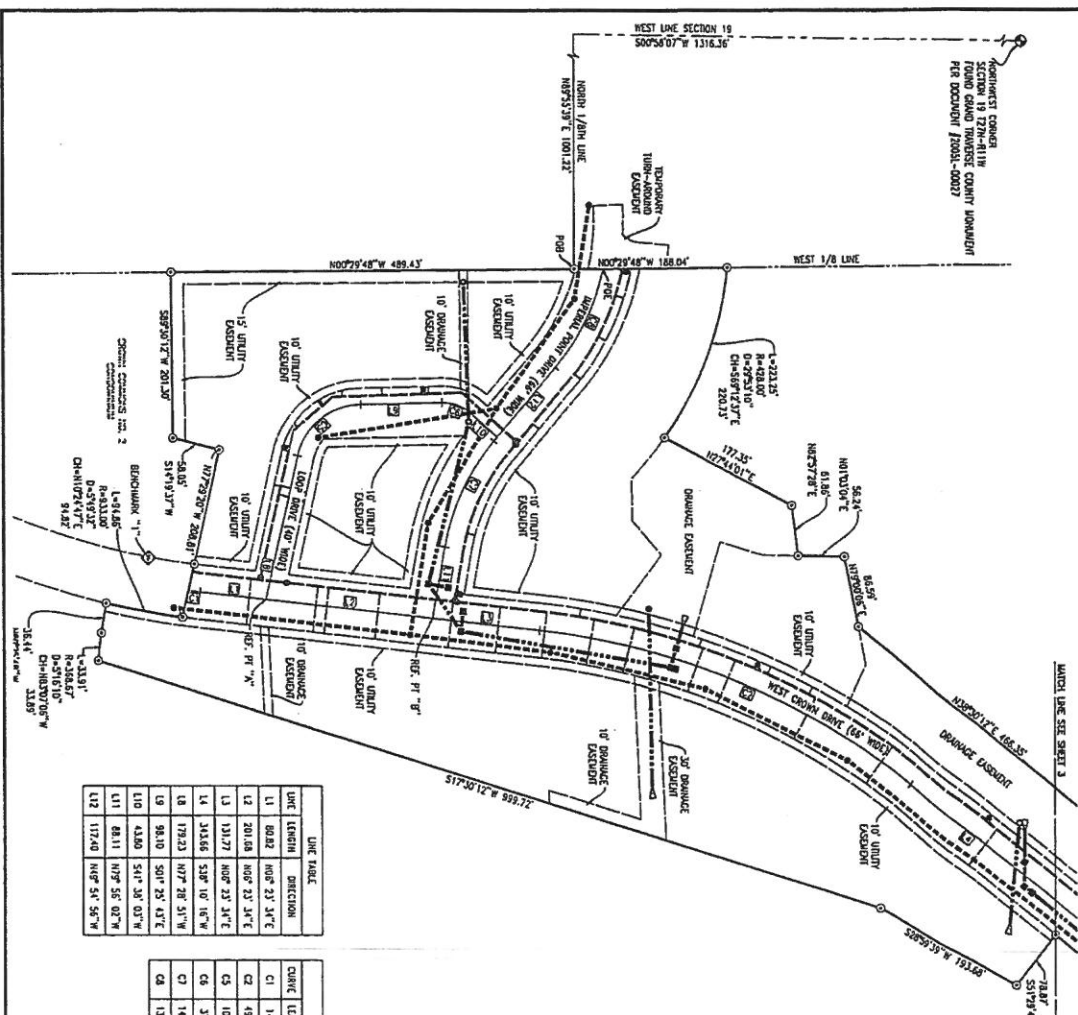
SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Prepared by:
David H. Rowe, Esq.
Alward, Fisher, Rice, Rowe & Graf, PLC
202 E. State Street, Suite 100
Traverse City, Michigan 49684
(231) 346-5400

W:\Grizzel, Rick\Crown Associate, Inc\Crown Golf Community - Phase III (The)\Condominium Bylaws 7-30-19.docx

THE ENTIRE PROJECT IS CONVEYABLE AND CONTRACTIBLE.
ALL IMPROVEMENTS SHOWN HEREON ARE "NEED NOT BE BUILT".



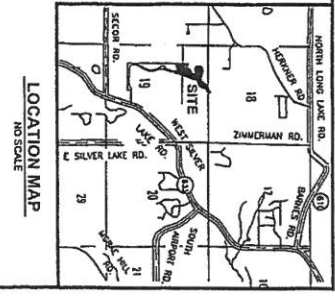
BENCHMARKS:
BENCHMARK "1"
X-TOP OF NORTH PIPER OF HOBART
ELEVATION: 881.94' (GAMOD)
COORDINATES: N= 507270.0, E=454238.5
(SEE SHEET 2)

BENCHMARK "2"
X-TOP OF SOUTHWEST PIPER OF HOBART
ELEVATION: 881.94' (GAMOD)
COORDINATES: N= 507270.0, E=454238.5
(SEE SHEET 2)

BEARING SOURCE
THE BASIS OF BEARINGS IS "CROWN COMMONS"
BOUNDARY SURVEY CONDUCTED BY SURVEYOR
DAVID R. HENNING IN 1988. (1/4N, 1/4E, 1/4S, 1/4W)

LINE	LENGTH	DIRECTION
L1	80.82	S06° 23' 34" E
L2	201.08	S06° 23' 34" E
L3	131.71	S06° 23' 34" E
L4	214.66	S28° 10' 16" W
L5	179.23	S07° 28' 51" W
L6	98.10	S01° 23' 43" E
L10	43.00	S41° 36' 03" W
L11	88.11	N47° 55' 02" W
L12	117.00	N47° 55' 02" W

CURVE	LENGTH	RADIUS	CHORD	CHORD
C1	14.50	900.00	0.7524'	5.0751' E, W 14.50
C2	498.17	900.00	219.64'	532.1653' W 492.80
C3	106.19	60.00	37.030'	53727.17' E 98.56
C4	37.24	50.22	4.8501'	5.9708' W 36.86
C5	144.08	273.00	9.7910'	64.5528' W 142.44
C6	124.20	273.00	27.7925'	68.5343' W 122.87



- LEGEND**
- MAJOR BOUNDARY MONUMENT
 - MINOR BOUNDARY MONUMENT
 - PROPOSED CURVE VALE
 - PROPOSED STAKEY MONUMENT
 - PROPOSED STAKEY MONUMENT
 - PROPOSED CURVE BUSH
 - PROPOSED LINE MONUMENT
 - PROPOSED PPE END SECTION
 - MAJOR BOUNDARY LINE
 - PROPOSED STAKEY STAKE
 - PROPOSED STAKEY STAKE
 - PROPOSED MONUMENT

THE CROWN GOLF COMMUNITY PHASE III SURVEY & UTILITY PLAN "A"

SHEET 2

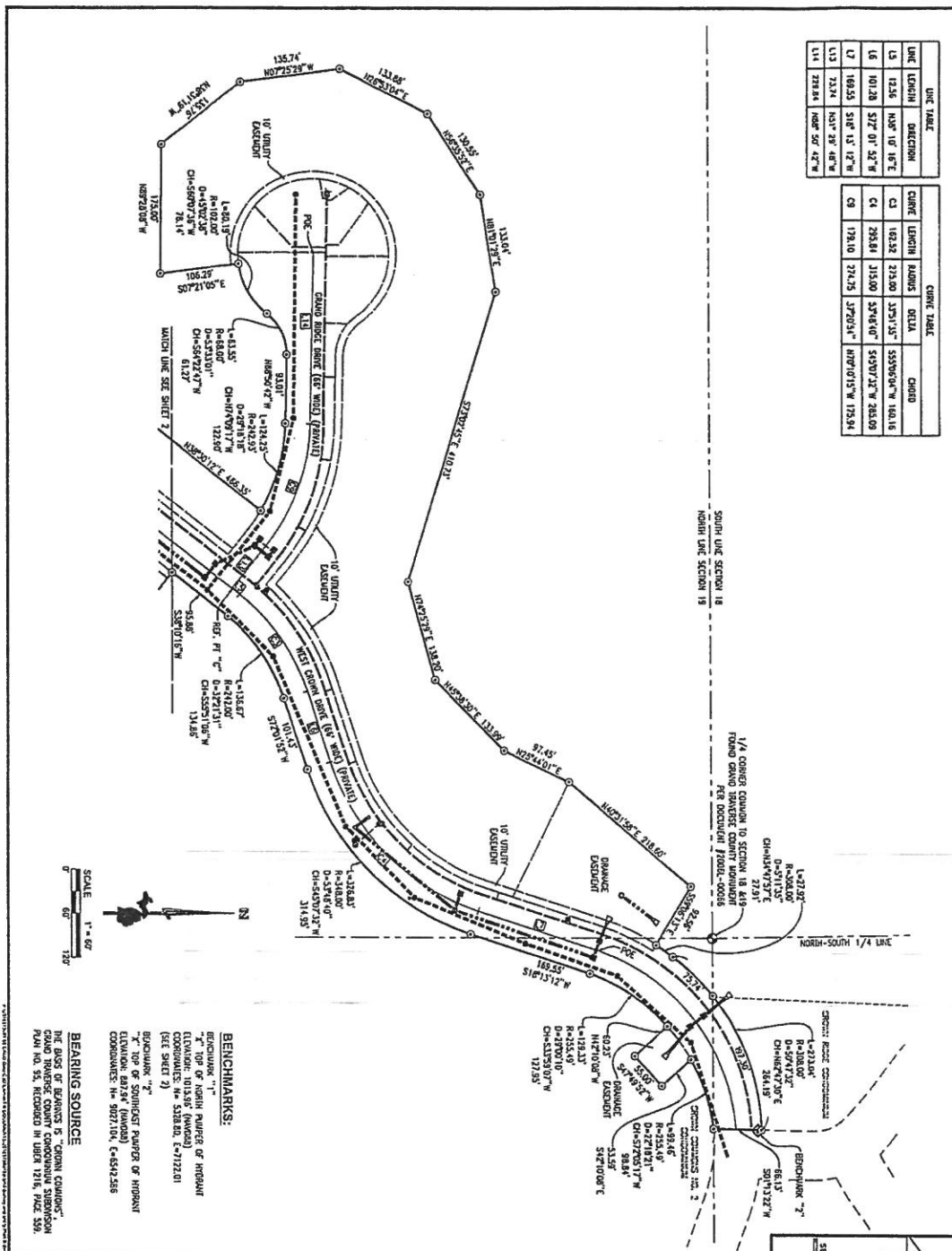
PROPOSED DATED: JULY 12, 2018
JOB NO.: 201807280109

DAVID R. HENNING
PROFESSIONAL SURVEYOR
REGISTRATION NO. 52458

Gosling & Associates
SURVEYING & ENGINEERING, INC.

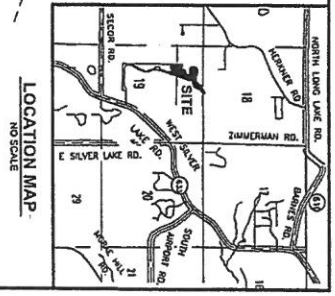
THE ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTIBLE.
ALL IMPROVEMENTS SHOWN HEREON ARE "NEED NOT BE BUILT".

CURVE TABLE		CURVE TABLE	
LINE	DESCRIPTION	CHORD	CHORD
C1	182.32' N45°11'15" W	559.60' N 181.16'	
C2	288.88' S78°04'15" W	580.72' N 288.09'	
C3	178.10' S74°35'15" W	479.01' N 175.94'	



BENCHMARKS:
 BENCHMARK "1" - TOP OF NORTH PIPER OF HORIZONTAL CONTROL SYSTEM
 COMPARISON: N=5282.80, E=7172.01 (SEE SHEET 2)
 BENCHMARK "2" - TOP OF SOUTHWEST PIPER OF HORIZONTAL CONTROL SYSTEM
 ELEVATION: 847.24' (MADISON)
 COMPARISON: N=3871.04, E=6542.58

BEARING SOURCE
 THE AIDS OF SURVEYS IS "CORNER CORNER" CHAIN TRAVELER COUNTY COMPOUND SUBDIVISION PLAN NO. 55, RECORDED IN UNDER 1216, PAGE 539.



THE CROWN GOLF COMMUNITY PHASE III

SURVEY & UTILITY PLAN "B"

SHEET 3

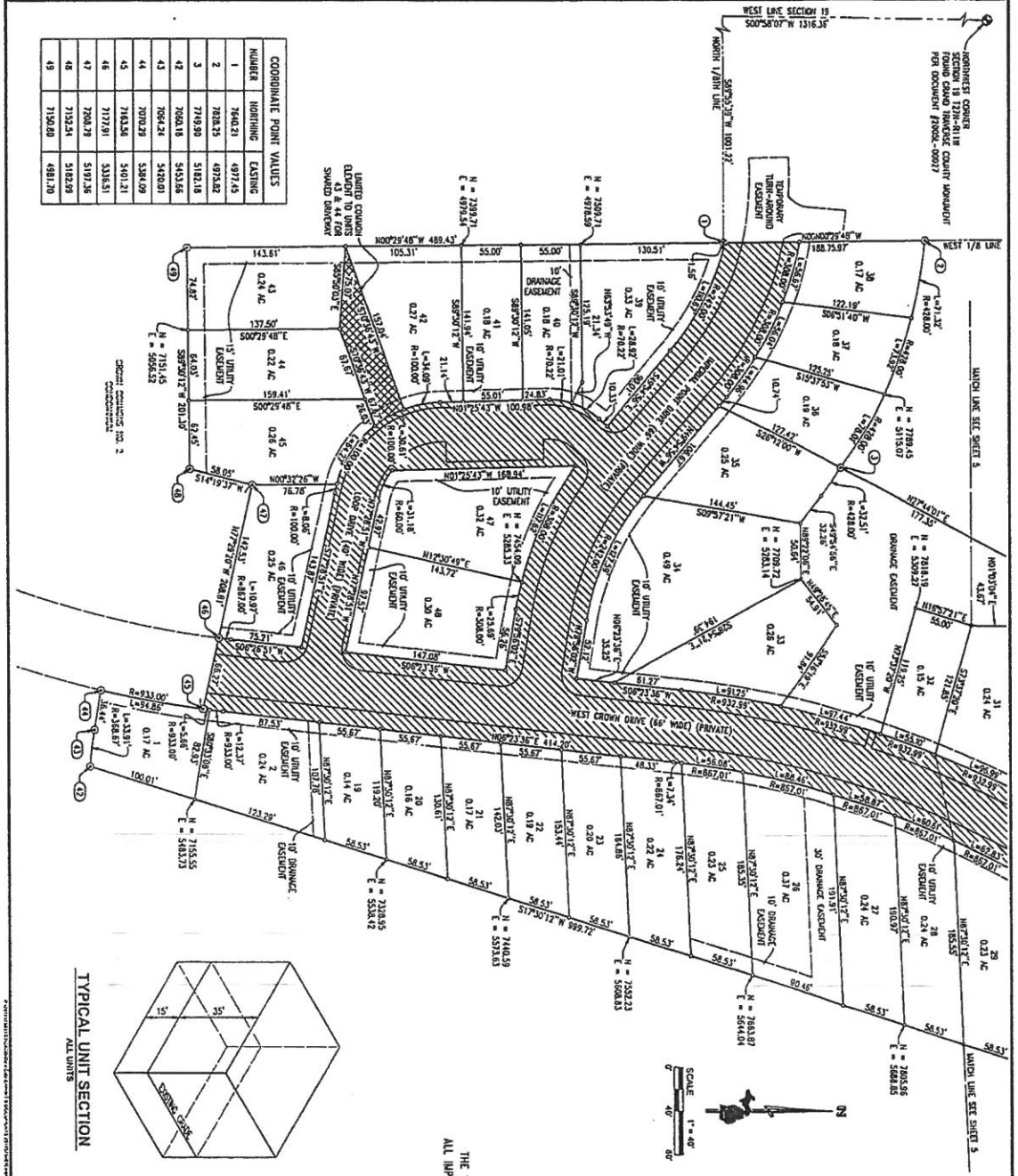
PROPOSED DATES: JULY 17, 2019
 JOB NO.: 201807001109

LEGEND

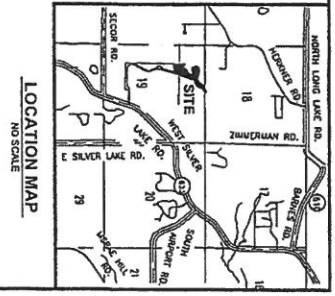
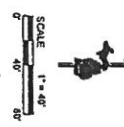
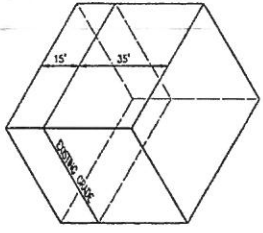
- MAJOR BENCHMARK MONUMENT
- MINOR BENCHMARK MONUMENT
- PROPOSED C&T YUK
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED FIRE HYDRANT
- PROPOSED P&E DITCH SECTION
- MAJOR BENCHMARK LINE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

REGISTERED PROFESSIONAL ENGINEER
 MICHAEL P. STODOLSKY
 REGISTRATION NO. 52689

Gosling & Gatzert
 ENGINEERING SCIENTISTS, INC.



NUMBER	NORTHING	EASTING
1	7648.21	4971.45
2	7628.25	4972.82
3	7749.99	5182.18
4	7664.18	5453.56
43	7664.24	5470.01
44	7670.29	5387.09
45	7163.58	5101.21
46	7177.91	5333.51
47	7204.78	5197.36
48	7152.24	5182.99
49	7159.89	4981.70



THE ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTIBLE.
ALL IMPROVEMENTS SHOWN HEREON ARE "NEED NOT BE BUILT".

- LEGEND**
- MAJOR BOUNDARY MONUMENT
 - MINOR BOUNDARY MONUMENT
 - COORDINATE POINT
 - MAJOR BOUNDARY LINE
 - PROPOSED EASEMENT LINE
 - ▨ CHURCH COMMON ELEMENT
 - ▧ LIMITED COMMON ELEMENT

THE CROWN GOLF COMMUNITY PHASE III SITE & UNIT FLOOR PLAN "A" & SECTION PLAN

SHEET 4

PROPOSED DATE: MAY 17, 2019

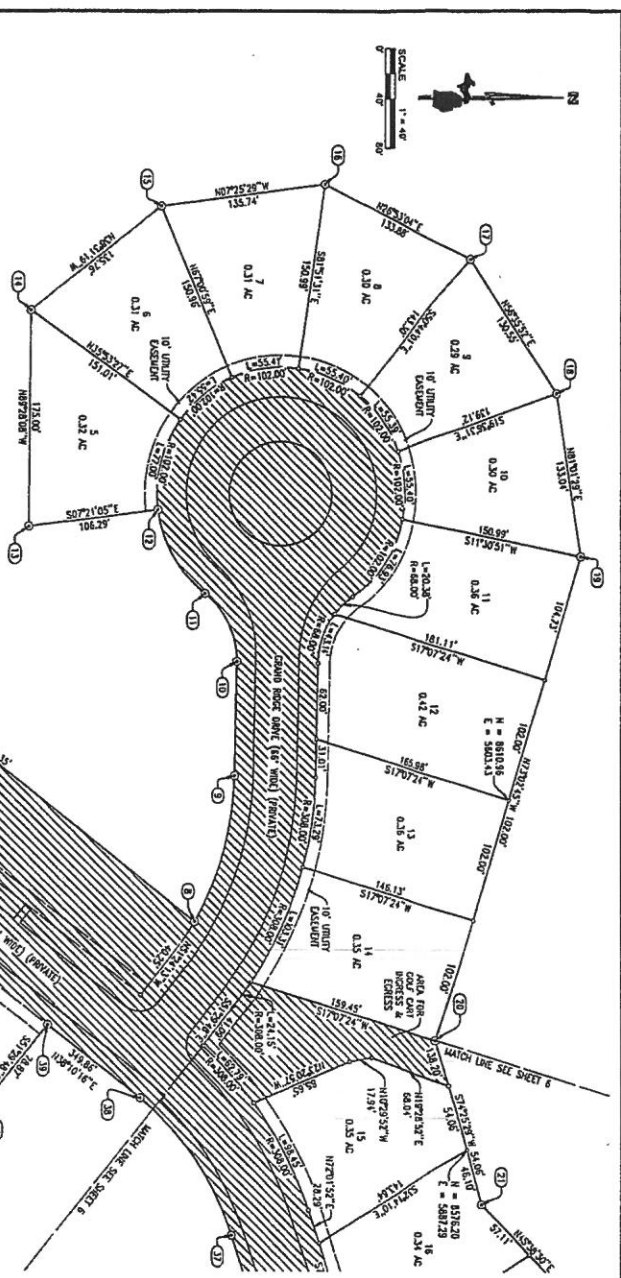
JOB NO.: 2018175001.03

[Signature]

REGISTERED PROFESSIONAL ENGINEER
NO. 13000
STATE OF TEXAS

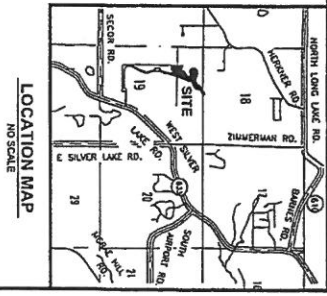
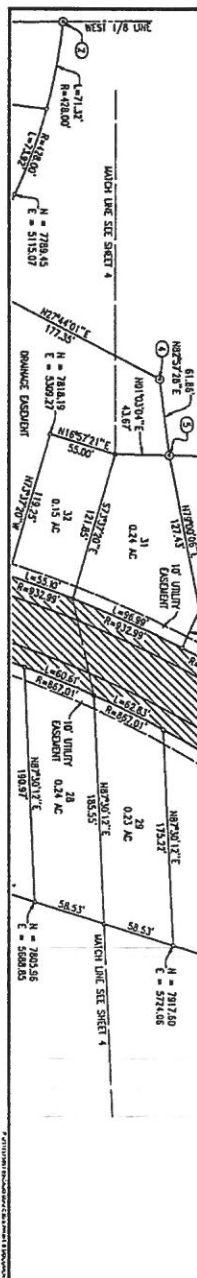
Goshing Engineers
ENGINEERING SCIENTISTS, INC.

ADDRESS: 17700 ROCKWOOD
PRESTON, TEXAS 75080
REGISTRATION NO. 55584



COORDINATE POINT VALUES	
NUMBER	EASTING
2	708225
4	708648
5	701447
6	701069
7	700721
8	625216
9	625572
10	600760
11	606110
12	602218
13	601627
14	601829

COORDINATE POINT VALUES	
NUMBER	EASTING
15	621451
16	619521
17	637842
18	652049
19	667244
20	653147
21	658426
27	606119
28	620749
29	622212
40	601621
41	601351



- LEGEND**
- MAJOR BOUNDARY MONUMENT
 - MAJOR BOUNDARY MONUMENT
 - COORDINATE POINT
 - MAJOR BOUNDARY LINE
 - PROPOSED EXHAUST LINE
 - EXISTING COMMON ELEVATION
 - XXXXX LIMITED COMMON ELEVATION

THE ENTIRE PROJECT IS CONVEYABLE AND CONTRACTIBLE.
ALL IMPROVEMENTS SHOWN HEREON ARE "NEED NOT BE BUILT".

THE CROWN GOLF COMMUNITY PHASE III

SITE & UNIT (FLOOR) PLAN "B"

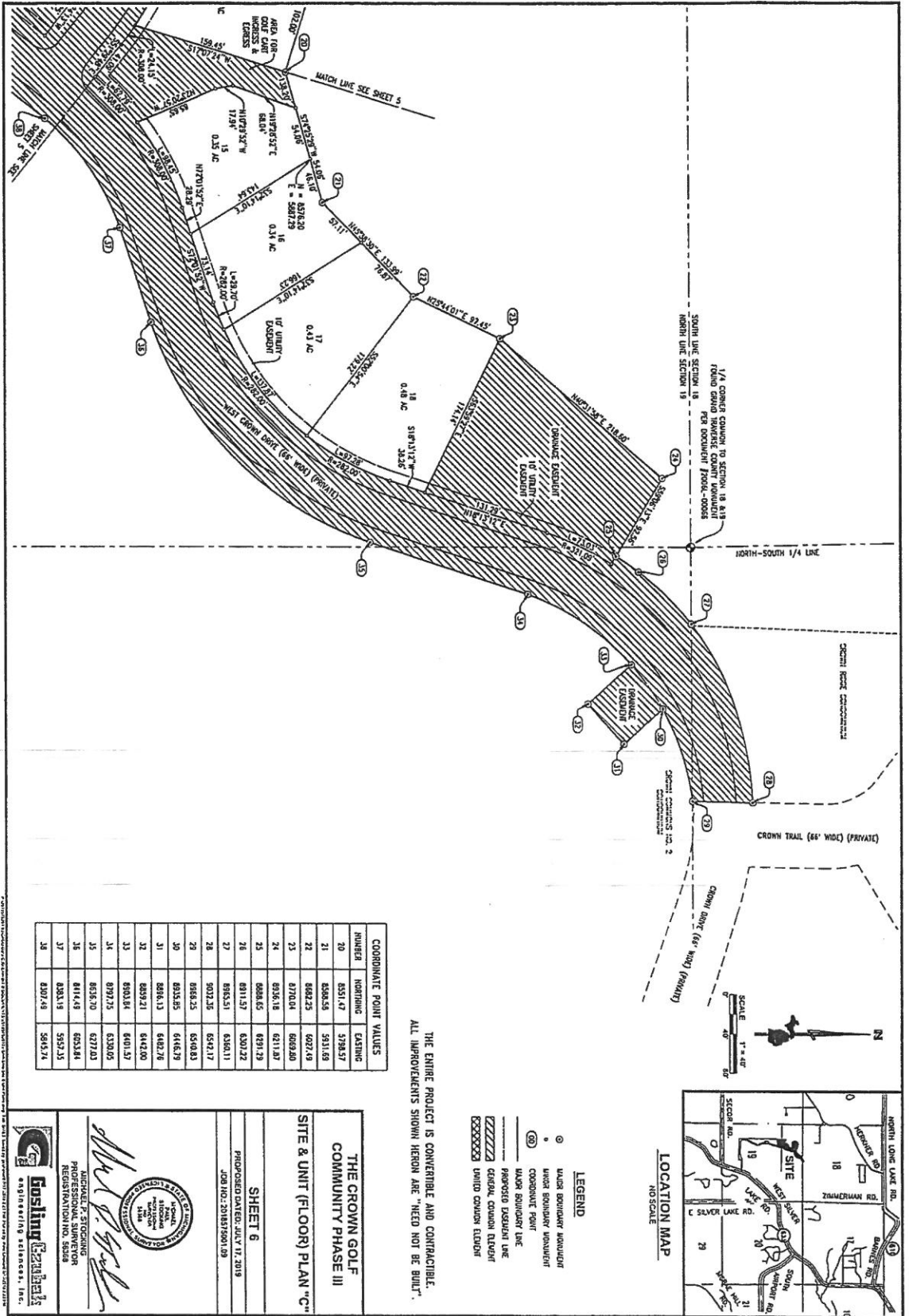
SHEET 5

PROPOSED DATED: JULY 11, 2019
JOB NO.: 2018072001.09

UNIVERSITY OF MICHIGAN
SCHOOL OF LAND AND NATURAL RESOURCES
DEPARTMENT OF LAND AND NATURAL RESOURCES
LANSING, MI 48206

Gosling Consultants
ENGINEERING & SURVEYING
11000 E. GRAND AVENUE, SUITE 100
ANN ARBOR, MI 48106

DURNEY'S SURVEYING
PROFESSIONAL SURVEYOR
REGISTRATION NO. 25829



THE ENTIRE PROJECT IS CONVERTIBLE AND CONTRACTIBLE.
ALL IMPROVEMENTS SHOWN HEREON ARE "NEED NOT BE BUILT".

COORDINATE POINT VALUES	
NUMBER	EASTING
20	851.47
21	858.55
22	862.25
23	870.64
24	883.18
25	898.65
26	911.57
27	925.51
28	937.25
29	958.55
30	988.13
31	989.21
32	979.75
33	953.70
34	914.45
35	883.19
36	830.49

THE CROWN GOLF COMMUNITY PHASE III
SITE & UNIT (FLOOR) PLAN "C"

SHEET 6
PROPOSED DATED JULY 12, 2018
JOB NO.: 201817001139

Gosling & Partners
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL SURVEYOR
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
REGISTERED PROFESSIONAL PLANNING

BILL OF SALE
FOR WATERMAIN AND SEWER MAIN
DEDICATION THE CROWN – PHASE III
CROWN ASSOCIATE, INC. GARFIELD
TOWNSHIP, STATE OF MICHIGAN

Crown Associates, Inc., whose address is 2400 East Crown Drive, Traverse City, MI 49685, (herein referred to as "Seller") for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, does hereby grant, dedicate, transfer, and deliver to The charter Township of Garfield, whose address is 3848 Veterans Drive Traverse City, MI 49684, (herein referred to as the "Township"), 8" water main and appurtenances and 8" sewer main and appurtenances (hereinafter referred to as the "Improvement").

DESCRIPTION OF WATER MAIN

Approximately 3,883 linear feet of 8" PVC (C900) water main along with hydrants, valves, and appurtenances the locations of which are as follows:

Approximately 2,375 linear feet of 8" water main commencing northerly from existing valve #1080 (Sta. 1+55) thence southerly to tee & valve #1494 thence to hydrant assembly #1122 thence southerly to an 8x8 tee & valve #1458 thence southerly to hydrant assembly #1124 thence southerly to an 8x8 tee & valve #1461 thence southerly to hydrant #1125 thence southerly to hydrant #1126 thence southerly to an 8x8 tee & valve #1463 thence southerly to valve #1465 thence southerly to tee thence southerly to existing valve #585 (Sta. 25+30) along West Crown Drive.

Approximately 452 linear feet of 8" water main commencing easterly from valve #1469 (Sta. 9+35) to hydrant assembly #1129 thence easterly to an 8x8 tee & valve #1467 thence to hydrant assembly #1128 thence to an 8x8 tee & valve #1464 at West Crown Drive (Sta. 13+87) along Imperial Point.

Approximately 466 linear feet of 8" water main commencing west/north from an 8x8 tee & valve #1466 (Sta. 0+55) at West Crown Drive thence to hydrant assembly #1131 thence to hydrant assembly #1130 thence to an 8x8 tee & valve #1468 (Sta. 5+21) at Imperial Point along Loop Drive.

Approximately 543 linear feet of 8" water main commencing easterly from hydrant assembly #1127 (Sta. -0+83) thence to an 8x8 tee & valve #1462 (Sta. 4+60) at West Crown Drive along Grand Ridge.

Approximately 47 linear feet of 8" water main commencing southeasterly from and 8x8 tee & valve #1459 to hydrant assembly #1123 to a cap at a future road location near Sta. 18+50.

All located within easements recorded in the Master Deed.

DESCRIPTION OF SEWER MAIN

Approximately 3,777 linear feet of 8" sanitary sewer with manholes to service said sewer the locations of which are as follows:

Approximately 161 linear feet of 8" sanitary sewer beginning at manhole #893 and commencing southerly to manhole #1689 thence southerly 137 linear feet to manhole #1690 thence southerly 130 linear feet to manhole #1691 thence southerly 165 linear feet to manhole #1692 thence southerly 131 linear feet to manhole #1693 thence southerly 253 linear feet to manhole #1694 thence southerly 130 linear feet to manhole #1695 thence southerly 384 linear feet to manhole #1699 thence southerly 194 linear feet to manhole #1700 thence southerly 195 linear feet to manhole #1701 thence southerly 171 linear feet to manhole #1702 thence southerly 288 linear feet to manhole #1703, all within a roadway easement along West Crown Drive.

Approximately 106 linear feet of 8" sanitary sewer beginning at manhole #1702 and commencing westerly to manhole #1704 thence westerly 189 linear feet to manhole #1705 thence westerly 164 linear feet to manhole #1707 thence westerly 114 linear feet to manhole #1708 thence westerly 8 linear feet to a plug, all within a roadway easement along Imperial Point.

Approximately 214 linear feet of 8" sanitary sewer beginning at manhole #1705 and commencing south to manhole #1706, all within a roadway easement along Loop Drive.

Approximately 136 linear feet of 8" sanitary sewer beginning at manhole #1695 and commencing westerly to manhole #1696 thence westerly 130 linear feet to manhole #1697 thence westerly 303 linear feet to manhole #1698, all within a roadway easement along Grand Ridge.

Approximately 74 linear feet of 8" sanitary sewer beginning at manhole #1689 and commencing westerly to plug, all within a roadway easement along West Crown Drive.

Seller hereby warrants and certifies to the Township that the Improvement has been acquired, constructed and completed in accordance with the Plans and Specifications of Jowiak Consulting for the Improvement previously approved by the Township, and that no claim, action, or liability exists with respect to the Improvement and its construction and installation.

Seller further warrants and represents to the Township that it is the lawful owner of the Improvement, and that the Improvement is free of all liens and encumbrances of any kind. Seller further represents that is has the authority to transfer the Improvement. All warranties and guarantees pertaining to the Improvement are hereby assigned and transferred to the Township.

Dated: _____

WitnessedBy: _____

By: _____

Rick Grizzel
Owner/Developer



Grand Traverse Conservation District

Grand Traverse Conservation District

August 2020 Report

CONSERVATION TEAM

OWNER/PARKLAND: City of Traverse City – Brown Bridge Quiet Area

Administration

- GFA - Submitted RFP to install the bench cut trail from Buck's Landing to the South end of Brown's Bridge. Bids due Sept. 11th.
- At the direction of BBAC Chair Deni Scrudato, coordinated a "Special" Brown Bridge Advisory Committee (Zoom) meeting to provide Members with updates on parkland projects. Prepared and dispersed associate Minutes.

Routine Monitoring and Maintenance

- Performed weekly trailhead inspections to monitor use, pick up trash, restock outhouses, and tend to dog waste stations.
- Continued to mow trail sections on an as-needed basis to prevent encroaching vegetation from covering trails.
- Repaired black locust boardwalk broken boards and popped-up side rails.
- Performed maintenance to trails that are prone to seasonally wet issues.
- Graded driveway to lower canoe landing parking area to mitigate standing water & remove potholes.
- Constructed several benches to be used on the property.
- Installed air freshener dispensers in both outhouses.
- Cleared away several large fallen trees from trails.

Grants

- Conducted a Phase-II Wood Planning Team meeting. Request for Quotes (RFQ) will go out October 1st with bids due on November 1st. Construction time frame is May-2021 - September 2021. Requested and received an 18-month extension from USFWS.

Other

- Provided City staff with equipment and logistical support for a float held through the Quiet Area.



Grand Traverse Conservation District

- Met with a plumbing contractor to fix a broken pipe in the caretaker house.
-

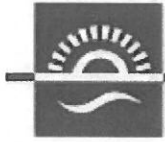
OWNER/PARKLAND: Garfield Township – Various

Administration

- Continued weekly discourse with Garfield Township Park Steward, Derek Morton, in regards to project planning and park maintenance needs.
- Attended and provided updates at the August Garfield Parks and Recreation Commission meeting.
- Met with Derek Morton and Bill Mouser to develop a plan for improvements to the buffer at Silver Lake Recreation Area. Met again with Derek Morton and a representative of ReLeaf Michigan on continued planning measures.
- Assessed needs and sourced material to extend a boardwalk beyond the new crushed gravel trail at the Boardman Valley Nature Preserve. In process of permit application.
- Continued to finalize info station displays and trail maps.

Monitoring and Maintenance

- Performed weekly routine trailhead & dog waste bag dispenser checks; swapped out Silver Lake dog park trash bin on a weekly basis.
- Mowed trails & trailheads on a regular basis to maintain safe access for trail users.
- Mitigated erosion concerns at Silver Lake using crushed stone to fill in erosion gullies.
- Pruned & trimmed trails at GT Commons to cut-back on encroaching vegetation.
- Replaced a broken fence rail at Miller Creek; filled in large erosion gullies post-flooding events. Installed water bars along downhill sections of trail at Miller Creek Nature Reserve.
- Replaced a small dilapidated section of boardwalk that crosses an ephemeral creek on the Boardman River Trail within Boardman Valley Nature Preserve.
- Cut back on vegetation and shrubs in Boardman Valley Nature Preserve as vegetation was beginning to take-over the trails.
- Sprayed ADA-accessible trail at Kids Creek to adhere to universally-accessible guidelines.
- Removed large sections of aquatic weeds from within the fishing pond at Kids Creek Park.



Grand Traverse Conservation District

- Cleared fallen trees along trails at multiple parks as they were reported.
- Replaced interim trail maps at GT Commons on an as-needed basis.
- Covered up graffiti at GT Commons.
- Installed dog waste bag dispenser & signage at Boardman Valley Nature Preserve.
- Sprayed for invasive black locust re-sprouts at Silver Lake.
- Removed a newly discovered patch of invasive jimson weed at Kids Creek Park to prevent further spread.
- Provided reconnaissance of highly invasive purple loosestrife at Silver Lake Rec Area, Kids Creek Park, and the Commons Natural Area. Pulled plants around Oleson Pond to deter further spread. Recommend conducting bio-control methods with the Galerucella beetle next year as done in previous years.
- Downloaded trail counter data along the Buffalo Ridge Trail at the beginning of each month to track trail usage.

Other

- Met with Garfield representatives, Ryan Hannon of Goodwill Industries of Northern MI, and Dr. Norm Fred of Boardman River Clean Sweep to discuss clean-up efforts and concerns related to homeless encampments within our community.

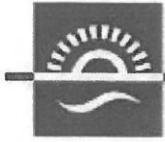
OWNER/PARKLAND: Grand Traverse County – Natural Education Reserve

Administration

- Contacted Parks & Recreation Director, Kristine Erickson re: a report that a female park user was being followed by a man near the Lone Pine Trailhead. Director Erickson contacted the Sheriff Department who said they would step up patrols.
- Coordinated, prepared the agenda, and drafted minutes for the scheduled NER Advisory Committee meeting in August.
- Planned for replacement of the former Beaver Pond Loop boardwalk and installation of three 24' timber footbridges in East Sabin Bottomlands. In the process of securing materials.
- Met with Kim Balke from CRA and contractor Shawn Kanouse regarding streambank restoration work planned for this fall within both Boardman & Sabin bottomlands.

Monitoring and Maintenance

- Performed routine weekly trailhead checks and refilled dog waste bag dispensers.
- Mowed & trimmed trails on an as-needed basis to ensure clear access for trail users.



Grand Traverse Conservation District

- Improved access to new outhouse at Jack's landing by establishing handicap parking and adding crush gravel to adhere to ADA guidelines; furnished road gravel and graded to better accommodate desired drainage needs; seeded & strawed over worksite post improvements. Jack Robbins assisted on improvements and donated his time with his tractor.
- Checked Jack's Landing & Beitner Park outhouses several times per week to ensure cleanliness and safe access to trail and river users.
- Rebuilt broken fence rail sections at Beitner Park following a traffic accident
- Removed aged section of stairs at Lone Pine river access; rebuilt staircase to ensure user safety and convenience.
- Trimmed and cleared encroaching vegetation along the Lone Pine Trail and opened up views from benches.
- Constructed several timber benches to be installed at the NER and Medalie Park.
- Sprayed vegetation on Meadows Pavilion ADA-accessible crushed gravel trail.
- Removed old rotted posts at Meadows Pavilion along berm between pole barn and bus garage parking lot.
- Installed bench on overlook from Lone Pine river access; replaced broken handrail post.
- Provided improvements to Medalie Park; removed and replaced several benches; cleared lookout areas for unobstructed views of the lake, relocated informational sign depicting restoration processes along the Boardman River; cut back encroaching vegetation along asphalt trail

Grants

- CRA funding through related dam removal grants: follow-up river and stream bank restoration in Sabin and Boardman bottomlands to be implemented this fall.
- Environmental Quality and Incentives Program (EQIP): met with Mellisa Witkowski from NRCS/GTB to review and verify Sabin riparian buffer Block B .
- Great Lakes Restoration Initiative (GLRI): provided follow-up watering of larger planted trees during dry periods within Sabin and Boardman bottomlands.
- Traverse City Track Club Grant: solicited bids for boardwalk and footbridge materials.

Other

- Met with 9&10 news to discuss East Sabin trail plans supported by the Traverse City Track Club through awarded funds for material.
-



Grand Traverse Conservation District

OWNER/PARKLAND: Recreational Authority – Hickory Meadows

Administration

- Attended and reported at the monthly Rec Authority Board meeting.
- Met with Hickory Meadows Advisory Committee (HMAC) members Bill Brundage and Eric Grebe to assess trail improvement plans and potential connectivity options to Hickory Hills.
- Corresponded with Derek Mellville, City Parks and Rec Superintendent, in regards to drainage and trail improvements.
- Reviewed the Hickory Meadows Management Plan for draft edits. Discussed individually with HMAC members that reached out.
- Continued updating kiosk display maps and began mapping potential connectivity options to Hickory Hills.

Monitoring and Maintenance

- Performed trailhead checks on a weekly basis and refilled dog bag dispensers as necessary.
- Mowed and pruned along all trails to ensure clear and safe access for users.
- Downloaded trail counter data on a monthly basis.
- Provided trail improvements along the newly established trail from M-72 to mitigate erosion incurring from bike traffic at several locations.
- Cleared woody debris lodged under footbridge from last major storm event.
- Provided reconnaissance after heavy rains to assess drainage concerns; determined next steps for upcoming improvements.
- Repaired erosion concerns on M-72 driveway following heavy rain events.

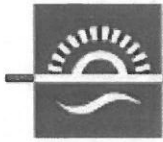
Other

- Coordinated volunteer in clipping of seedheads of invasive wild parsnip.

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

Administration

- Submitted invoices to close out fiscal year-end books to Rotary
- Met on-site at Canterbury Woods dump site with purchasers (Shuckra's) and Rotary's sales agent to help determine what needed to be done to make the sale happen.



Grand Traverse Conservation District

Monitoring and Maintenance

- Performed routine drive-by and trailhead inspections to monitor use and pick up trash.
- Mowed several sections of trail, as needed.
- Used watering tank set-up to water tree plantings in oil well sites during a period of low precipitation.

BOARDMAN RIVER STEWARDSHIP

- Participated in a FishPass Decision Making Workshop to help the MDNR & GTB determine what species are allowed upstream. The workshop was organized by MSU Department of Fisheries & Wildlife grad student Shane Flinn & professor Dr. Kelly Robinson.
- Conducted a site visit and prepared a subsequent letter of support regarding a Kids Creek property owner's desire to have the very western end of Jefferson Avenue abandoned by the GT County Road Commission to provide a greater buffer to Kids Creek.
- Received word from the Michigan Department of Natural Resources Fisheries Division regarding approval of GTCD's application for a Fish Habitat Program (FHP) grant for the North Branch Sand Trap. Reviewed and signed an agreement with the MDNR.
- Signed an agreement with KPM Engineering for engineering services as it relates to the site plans for the NB Sand Trap design.
- Updated Adams Chapter of TU contact regarding the NB Sand Trap project since they are providing a significant amount of match to the project through member support and an Embrace-a-Stream grant.
- Uploaded required documents to the federal website, Grant Solutions.
- Worked with Dr. Constanza Hazelwood to prepare an itinerary for NMC Water Studies Institute (WSI) students who are scheduled for work bees/field trips for three Wednesday's in October. The students will learn about dam removal, stream ecology, restoration principles, and other aspects of watershed management.
- Assisted a riverfront property owner with an EGLE permit to replace rotting retaining logs with rock rip-rap.
- Met with Paradise Township Supervisor Rob Lyko who is interested in dredging a portion of Mayfield Pond.
- Forwarded a report by a fisherman of a remote party spot on state land along the North Branch of the Boardman where partiers left a burning campfire and large amount of trash.
- Attended a Boardman River Dams Project Implementation Team meeting.



Grand Traverse Conservation District

ENVIRONMENTAL EDUCATION

Nature Center Visitation this Month: 0
Program Participants this month: 0

Nature Center Visit Aug 2019: 1290
Program Participants Aug 2019: 867

Drop ins this month: 0

Drop-in Aug 2019: 423

Nature Center Visitation this year: 1,298

Nature Center Visit since 2008: 96117

Program Participation & Program Planning:

- Attending the Eastern Region Association of Forest and Nature School Nature-Based Teacher certification
 - Prepared a Fall schedule for our Environmental Education and Nature-Based Education programming at the Nature Center
 - Opened Registration up and was full with a waiting list within two days for all programming
 - Working with Michigan Nature Centers to share resources as we look to opening doors and running programming again
 - Education Specialist, Rachel Straugn, was reinstated
 - The Nature Center was rearranged to accommodate social distance needs and easy sanitation
 - Reforming the Nature Center grounds to allow for a education program site that would allow us to operate with the current covid standards for programming
 - Created handbooks and protocols for our new form of 100% outdoor programming. This include covid protocols specific to children's programming.
-

FORESTRY ASSISTANCE PROGRAM (FAP)

Leelanau, Grand Traverse and Benzie Conservation Districts

Trainings: None



Grand Traverse Conservation District

On-Site Visits:

Leelanau County

1. Theiss, 1 ac., Glen Arbor Twp.
2. Village of Northport
3. Brenner, 50 acs., Leelanau Twp. N.
4. Kuntz, 13 acs., Leelanau Twp. S.
5. Stack, 50 acs., Leland Twp.

Grand Traverse County

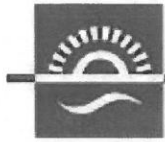
1. Shreadwell/Children's Garden, 1 ac., TC
2. Lucsy, 35 acs., Whitewater Twp.
3. Nienhouse, 1 ac., Peninsula Twp.
4. Lautner, 40 acs., Garfield Twp.
5. Dittmer, 15 acs., Paradise Twp.
6. Harper, 26 acs., Peninsula Twp.
7. Kelly, 8 acs., Peninsula Twp.
8. Ebert, 2 acs., Garfield Twp.,
9. Kowieski, 60 acs., Green Lake Twp.

Benzie County

1. Bowerman, 66 acs., Blaine Twp.
2. Conboy, 100 acs., Gilmore Twp.

Written Forest Management Recommendations: 5 QFP Verifications: 0 MAEAP/FWH
Verifications: 0

FAP Referrals to Private Sector: 12 FAP Referrals to Public Sector: 2



Grand Traverse Conservation District

In-office Contacts: 53 landowners Follow-up Contacts: 60 landowners/qualified foresters

FAP Promotion/Program Development:

1. Preparation, implementation and follow-up of third planting maintenance work bee at Veronica Valley Park (6 participants)
2. FAP Monthly Conference Call 2
3. Garthe Memorial Garden plant identification
4. Cover LCD office
5. Participate in GTRLC Working Woodlands Advisory Committee Zoom meeting
6. Promotion, preparation for forestry field day
7. Planning for ATREP Spring 2021
8. Initial planning for American Hazelnut Workshop with Crosshatch and Antrim CD

MICHIGAN AGRICULTURE ENVIRONMENTAL ASSURANCE PROGRAM (MAEAP)

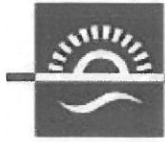
Farm Visits: 7 (Antrim/Grand Traverse), 6 (Benzie/Leelanau)

Risk Assessments Completed: 6 (Antrim/Grand Traverse), 2 (Benzie/Leelanau)

Farms Verified: 2

Updates:

- 8/4: Incubator Farm Planning Meeting
- 8/6: Incubator Farm Meeting with the Small Business Development Center
- 8/10: Food and Farming Network Meeting
- 8/13: MAEAP Training in Missaukee County (Livestock and Farm A*Sys)
- 8/20: Agrichemical Recycling Pickup
- 8/21: MAEAP Training



Grand Traverse Conservation District

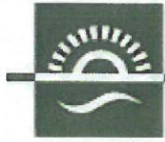
- 8/24: Food and Farming Network Meeting
- 8/24: MAEAP Training

Current Projects:

- Working with:
 - 26 Farms in Antrim
 - 13 Farms in Grand Traverse
 - 20 Farms in Leelanau
 - 9 Farms in Benzie
- GTCD Awarded \$3,000 performance bonus from MAEAP / MDARD
- Assisting with utilizing MAEAP fund code for NRCS EQIP Applications
- Collaborating with Antrim Conservation District on spring Farming for the Future Workshop.
- Collaborating with Antrim and Kalkaska Conservation Districts for fall 2020 Virtual Soil Health Field Day.
- Collaborating with District Forester and NRCS on fall 2020 Forestry Field Day.
- Researching grant opportunities for increased cost-share and field day funding.
- 2020 MAEAP Reverifications
- Planning upcoming agrichemical container recycling program dates and tractor/large tire recycling program.
- Planning and developing Incubator Farm Project.
- Working with Food and Farming Network

Upcoming Events:

- 9/3: Grand Traverse County Farm Verification
 - 9/10: Antrim County Farm Verification
 - 9/12: Forestry for the Future Workshop
 - 9/17: Antrim County Virtual Soil Health Field Day
 - 9/18: Incubator Farm Meeting
 - 9/24: Region 3 - Conservation Districts - Meeting
 - 9/28: Farm Bureau Meeting
 - 9/30: Ag Tire Recycling Day (Tentative)
-



Grand Traverse Conservation District

NORTHWEST MICHIGAN INVASIVE SPECIES NETWORK (ISN)

Public Inquiry Responses: 24
Active Efforts: 1
Active Contacts: 271
Passive Efforts: 25
Passive Impressions: 39,398
Volunteer Hours: 0
Volunteers: 0

Acres Surveyed: 3
Sites Surveyed: 2
Sites Monitored: 86
Acres Treated: 56.5
Sites Treated: 103
Acres Restored: 0
Sites Restored: 0

Meetings/Presentations:

- 8/3 - "Attended" DNR Michigan Invasive Species Grant Program reentry call re: CISMA grant
- 8/5 - "Attended" Effective Online Meetings webinar (#2)
- 8/12 - "Attended" Effective Online Meetings webinar (#3)
- 8/19 - "Attended" Midwest Invasive Plant Management Communications Committee meeting
- Instructed GTRLC AmeriCrew on CISMAs, knotweed ID and treatment
- Assisted with GTBay Coastal Watershed Plan
- 8/27 - Hosted [Autumn Olive Landowner eWorkshop](#); 55 attendees

Treatments, Restoration, and Surveys:

- **EDR:** Followed-up on starry stonewort report in Portage Lake--**confirmed**
- Rented aquatic rake survey kit to partner
- Site visits: 2 sites, 3 acres
- Treated knotweed: 79 sites, 51.5 acres
- Treated swallow-wort: 19 sites, 8 acres

Other Accomplishments:

- Autumn olive workshop article in Leelanau Enterprise, Manistee News Advocate; 23,000 circulation
- Rotary [article on ISN partnership](#); 2,000+ reach
- Posted [ISN intro video](#)
- Facebook reach: 6,893
- Website unique visitors: 3,143
- Instagram reach: 2,340
- YouTube views: 46
- July [eNews](#) opens: 393

Upcoming Events:

- Check out ISN's upcoming events at www.habitatmatters.org/eventsworkbees

PRODUCE SAFETY AND FSMA

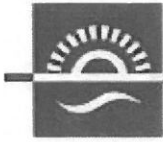
ORGANIZATIONAL

- HHW Preparation
- Postings for FB
 - o Some important notes about FB growth in the last month (and has been similar in the last couple of months):
 - § From July 31st- August 27th
 - People Reached: 1,333 (181% increase)
 - Post Engagements: 518 (166% increase)
 - Page likes: 9 (80% increase)
 - § Overall FB reach is trending up
- HHW Data Collection 2020- recheck counts

PRODUCE SAFETY AND FSMA

- Total farm visits: 1 , Follow-up visits:
- Follow-up Communication: 6
- PSRA: / OFRR: (Cleared to start back up week of 6/15)
- Total completed PSRA Certificates to date: 3
- Total active PSRA: 11
- Farm Referrals by County to Date:

Manistee	6
Benzie	6
Grand Traverse	12
Leelanau	19
Antrim	7
Other	6



Grand Traverse Conservation District

please note that referrals are a rolling total of FY19 and FY20.

- Total farm contacts: 291

Due to COVID-19 state PSR inspections were postponed but have now resumed.

Due to COVID-19 all farm visits were not allowed to take place; June 15th cleared to resume.

Due to COVID-19 I am currently working remotely with intermittent office coverage as needed

- Development of Children/Youth Garden and Farms Health & Hygiene Training

- Follow up with open PSRA's, check in Letter
- Recording for MSU Agrifood Safety Produce Bites Podcast
- Planning and Prep for MACD Produce Tech Social Media Highlights
- Incubator Farm Planning (continued)
- Mailchimp mass e-mail to contacts with updates
- NWMRC Monthly Meeting
- FFN Interim Leadership Committee Updates and Direction Meetings
- Water Hydration/Health & Hygiene Proposal Draft and Write Up
- Soil Health Field Day Planning Meeting: Danu Hof Farm, began recording for presentations

Recent Important Past & Upcoming Events in 2020 (all locations are Michigan unless otherwise noted, this is not the extensive list for year):

- *GTCD Large Equipment Tire Recycling Event 9/10/19*
- *Demonstration at Farm Field Safety Day 9/12/19*
- *Advisory Committee Meeting PSP 9/18/19*
- *Presenting on Produce Safety with Grow Benzie 9/20/19*
- *Farms, Food & Health Conference EXPO booth 9/27/19*
- *Farms, Food & Health Conference Panel Discussion/Presentation on Empowered Advocacy of Food Safety 9/28/19*
- *ST. PAUL, MN NCR Training Blastoff II 10/9/19-10/11/19*
- *The Community of Food, Society & Justice Conference- Ann Arbor 10/18/19*
- *Produce Safety Program Meeting w/ Service Area CD's 10/23/19*
- *Annual Fresh Water Summit 10/25/2019- can no longer attend due to oral surgery*
- *Presenting PSA Grower Training 10/28/19*



Grand Traverse Conservation District

- *MACD Fall Conference 10/28/19-10/30/19*
- *Post Harvest Handling and Hygiene for Small and Medium Sized Growers- Grand Rapids 12/5/19*
- *GLEXP0 Conference 12/10/19-12/12/19*
- *OFF 12/21/19-1/5/2019 Vacation*
- *MI PSA Team Professional Development Holland, MI 1/6/2020-1/7/2020*
- *Orchard & Vineyard Show 1/14/20-1/15/20*
- *Northern Michigan Small Farms Conference 1/24/20-1/25/20*
- *Post-Harvest Handling and Hygiene for Small and Medium Sized Growers 2/13/20*
- *2/10/20-2/24/20 Personal/Medical Leave*
- *OFF 2/29/20-3/8/20 Vacation*
- *PSA Grower Training Negaunee, MI 3/19/20- POSTPONED*
- *Hosting Agriculture Workshop/Event w/ Antrim CD 3/20/20 POSTPONED*
- *Manistee Conservation District Annual Meeting 3/20/20 POSTPONED*
- *PSA Grower Training Interlochen, MI 3/26/20 POSTPONED*
- *NCR Annual Regional Conference Eau Claire, WI 4/1/20-4/2/20 POSTPONED*
- *Hosting Water Workshop in Manistee w/ Jamie, Tyler and Scott 4/9/20 POSTPONED*
- *Produce Safety Team Half-Day In Service Meeting 5/28/20*
- *MOFPS Team Morgan Composting Facilities Tour Sears, MI 6/29/20- POSTPONED*
- *OFF starting ½ day 7/7-7/13 Vacation*
- *PSRA Calibration Workday Grayling, MI 7/31/20*
- *Soil Health Field Day Mancelona, MI 8/1/20- POSTPONED/Virtual in September*
- *Household Hazardous Waste MCD 8/15/20*

Acronyms and Abbreviations

AECOM	Boardman River Dams Project Engineers
BBAC	Brown Bridge Advisory Committee
BRNC	Boardman River Nature Center



Grand Traverse Conservation District

CRA	Conservation Resource Alliance
DDA	Downtown Development Authority
DNR	Department of Natural Resources
ECR	East Creek Reserve
EPA	Environmental Protection Agency
EQIP	Environmental Quality Incentive Program
GBB	Go Beyond Beauty
GIS	Geographic Information System
GLRI	Great Lakes Restoration Initiative
GM	Garlic mustard
GTCD	Grand Traverse Conservation District
HMAC	Hickory Meadows Advisory Committee
ISN	Invasive Species Network
JB	Japanese barberry
MACD	Michigan Association of Conservation Districts
MAEAP	Michigan Agriculture Environmental Assurance Program
MDARD	Michigan Department of Agriculture & Rural Development
MISC	Michigan Invasive Species Coalition
MNLA	Michigan Nursery & Landscape Association
NER	Natural Education Reserve
NMC	Northwestern Michigan College
NRCS	Natural Resources Conservation Service
NWMFFN	Northwest Michigan Food and Farming Network
NWISN	Northwest Michigan Invasive Species Network



Grand Traverse Conservation District

OB	Oriental Bittersweet
USFWS	United State Fish & Wildlife Service
SEEDS	501(c)3 nonprofit organization
SFP	Safe Food Program
Tx	Treatment

September 2, 2020

To: Garfield Township Board of Trustees
From: Jason Torrey, 911 Director
Ref: Local 911 surcharge ballot proposal – Nov 2020

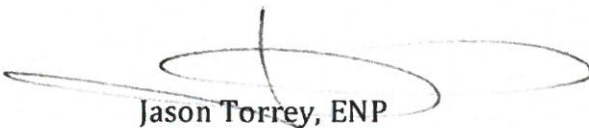
Dear Sir or Madam,

On November 3, 2020 residents of Grand Traverse County will be afforded an opportunity to vote on a local 911 surcharge proposal to be effective July 1, 2021. I have attached information regarding the surcharge, how it applies to and impacts the 911 center, your local public safety agencies, and ultimately the citizens of your community.

I am more than happy to attend a meeting of your choice to further discuss the 911 surcharge, and answer any questions that you, or your constituents, may have. Understanding there may be some difficulties with organizations holding in-person meetings please feel free to also reach out to me direct with any opportunity for a virtual discussion, or by phone or email included with these documents.

In an effort to responsibly provide all citizens of Grand Traverse County with facts regarding the ballot proposal, I would be appreciative if you could use your internal communication channels to share this information as well. Citizens are free to reach out to me directly with any questions.

Respectfully,


Jason Torrey, ENP
911 Director

Grand Traverse County 911 Surcharge

On Nov 3, 2020 Grand Traverse County citizens will be presented a ballot proposal to consider a local 911 surcharge of up to \$2.50 per device/month through 2027. As Grand Traverse County continues its growth in population, business, and tourism, the call volume and consequent use of 911 resources has also grown.

911 calls are up nearly 20% from 2010. The ability to properly staff, train, and equip the operation, both now and into the future, is dependent on the 911 surcharge that is levied and the community's support.

What is the local 911 surcharge?

A surcharge assessed to all landline, wireless, and VOIP service users located in Grand Traverse County for the exclusive purpose of financing facility, equipment, maintenance, and operating costs of Grand Traverse County 911 public safety call answering and dispatch services.

What is the current local 911 surcharge, and what is being proposed?

The current local 911 surcharge rate is \$1.85. The proposed 911 surcharge would authorize a surcharge of "up to" \$2.50. The amount actually assessed would be decided by the Grand Traverse Board of Commissioners. The surcharge is designed to fund the operation and capital needs for 911 dispatching services and associated equipment, including public safety radio communications.

How does this request affect the 911 operating budget?

The proposed local 911 surcharge would generate up to approximately \$2,777,000 annually, and would combine with other state 911 and local revenue to fund operating expenses, maintenance of current equipment, and capital improvement needs for radio communications equipment and associated infrastructure.

In addition to funding the current operating budget, what are some of the key priority investments and initiatives that will be supported with an approval of the 911 surcharge?

- Staffing plan update to include 800MHz radio communications technical support and 24/7 supervisory coverage at the 911 center.
- Facility upgrade to add two workstations for backfilling extra staff during festivals, severe weather, high profile incidents that create extra call volume, and training.
- Radio system infrastructure upgrades to create resiliency, and improve coverage for emergency voice and paging communications for first responders.
- Responsibly prepare for future technologies, and the eventual replacement plan for existing 911 call answering systems, and radio and paging communications equipment.

If the request fails, what does that mean for the residents of Grand Traverse County?

Due to the past support of the community we are proud that we provide the citizens of Grand Traverse County with the highest level of 911 service. We regularly exceed national standards by answering 911 calls within 10 seconds over 99% of the time. Subsequently, this leads to efficiency in dispatching local emergency services – getting help to you quicker, when it matters most. If the surcharge proposal fails, our ability to meet these expectations will be diminished and may result in deficiencies in the 911 system, as well as a greater potential for increased first responder safety concerns and response times.

Questions regarding the ballot proposal can be directed to 911 Director Jason Torrey at jtorrey@gtcountymi.gov or (231) 922-4751.

Facts & FAQ's regarding the Grand Traverse County 911 surcharge ballot proposal

How does the \$2.50/per device proposal compare to other local communities?

- The average voter approved 911 surcharge assessed in the region is \$2.49, with Benzie and Missaukee collecting \$3.00, Kalkaska at \$2.52, and Wexford at \$2.25.

What are the projected average annual costs that would be supported by the 911 surcharge?

• Personnel/Operations	\$1,772,962.00
• Contracts/systems maintenance	\$230,500.00
• Radio communications infrastructure improvements	\$250,000.00
• Radio and Paging Equipment maintenance/replacement	\$420,000.00
• Facility/911 systems replacement	\$130,000.00

Can you provide examples of improvements have been made since the last surcharge request in 2014?

- Upgraded 911 phone handling system to be compatible with the modern IP network.
- Purchase and installation of 800MHz radio consoles in the 911 center.
- The first community in the nation to move to P25 paging solution for first responders – improving coverage and saving money over legacy systems.
- Upgraded radio communications to 800MHz for all Grand Traverse County public safety agencies, providing better interoperability between departments, a larger network footprint reaching outside department boundaries, and increased first responder safety.
- Advancements in location accuracy for wireless devices which results in quicker response times.

What improvements are needed, and would be realized as the result of an approval of the current 911 surcharge proposal?

- Utilize an existing Grand Traverse County communications tower to improve radio and paging coverage for all public safety agencies.
- Add microwave link to radio communications system in order to reduce risk for potential radio and paging downtime at the 911 center.
- The continued maintenance, programming, tuning, and repair/replacement needs for all P25 public safety paging and radio communications equipment in Grand Traverse County.
- Adding of one FTE to staffing plan to properly manage personnel needs of the 911 center, and ensure the proper workspace, resources, tools, and training are available for success.

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

August 2020

Location	Citations	Traffic Crashes			Arrests		Traffic Crash Totals
		Fatal	PIA	PDA	OWI	Criminal	
01 Acme	18	0	1	16	1	2	17
02 Blair	32	1	10	19	7	6	30
03 East Bay	107	0	4	40	4	6	44
04 Fife Lake	4	0	2	5	0	1	7
05 Garfield	73	0	16	58	14	41	74
06 Grant	0	0	0	1	0	0	1
07 Green Lake	6	0	1	7	1	10	8
08 Long Lake	21	0	1	8	1	1	9
09 Mayfield	3	0	1	5	0	1	6
10 Peninsula	2	0	0	4	1	1	4
11 Paradise	5	0	3	4	1	0	7
12 Union	0	0	1	1	1	0	2
13 Whitewater	3	0	2	3	0	2	5
29 Fife Lake Vlg	0	0	0	0	0	0	0
30 Kingsley Vlg	0	0	0	1	0	0	1
66 Traverse City	0	0	0	0	2	21	0
84 Out of County	0	0	0	0	0	3	0
Totals	274	1	42	172	33	95	215

Ticket stats are based on what District Court has entered as of 9/02/20.

Arrest stats are as of 9/02/20.

Clerk's Report

For August 31, 2020

Submitted 9/3/20

To: The Garfield Township Board;

On the following pages you will find a copy of the Revenue and Expenditure Report. This Report is an informational report that gives you an overview of what has happened in that particular month, along with what has happened for the whole year. It also compares what has happened for the year with the Budget and gives you a final figure of what is left in that budgeted line item. The Budget is a tool to go by for that year. Nothing is guaranteed in the Budget, it is your best estimate. The Township's Budget is also a Cost Center Budget not a Line Item Budget, which means that what is important is the final figure. Some line items may run over so long as the final cost center total is not over. On this Report you will find the following captions on the top: Original and Amended Budget, Annual and Current Month, and finally Balance.

For the month of August in the General Fund, you will find that we had a total of \$355,618.07 Revenues and \$155,167.56 Expenditures. For the year we have a total of \$3,078,664.18 Revenues and \$2,321,570.54 Expenditures.

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

Lanie McManus

Township Clerk

GL NUMBER	DESCRIPTION	2020		YTD BALANCE 08/31/2020	ACTIVITY FOR MONTH 08/31/2020	AVAILABLE BALANCE
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 101 - GENERAL OPERATING FUND						
Revenues						
Dept 000						
101-000-403.000	CURRENT REAL PROPERTY TAXES	1,900,000.00	1,900,000.00	1,732,765.99	(5,416.39)	167,234.01
101-000-407.000	DEL PERSONAL PROP TAXES	500.00	500.00	1,888.07	0.00	(1,388.07)
101-000-412.000	SWAMP TAX COLLECTIONS	50.00	50.00	1.00	0.00	49.00
101-000-414.000	Protested PRE Interest	500.00	500.00	2,215.17	0.00	(1,715.17)
101-000-423.000	TRAILER PARK FEES	8,500.00	8,500.00	6,062.00	759.50	2,438.00
101-000-445.000	PENALTIES & INT. ON TAXES	4,000.00	4,000.00	4,072.59	0.00	(72.59)
101-000-476.000	BUILDING PERMITS	180,000.00	180,000.00	87,133.00	6,242.00	92,867.00
101-000-476.001	PLANNING FEES	12,000.00	12,000.00	7,000.00	500.00	5,000.00
101-000-476.002	MAINT INSPECTION FEES	800.00	800.00	0.00	0.00	800.00
101-000-476.003	TREASURER FEES	500.00	500.00	450.00	0.00	50.00
101-000-476.004	PARK USE FEES	0.00	0.00	2,931.00	815.00	(2,931.00)
101-000-476.005	ZONING FEES	16,000.00	16,000.00	8,380.00	1,100.00	7,620.00
101-000-574.000	STATE SHARED REVENUE	1,400,000.00	1,400,000.00	885,976.00	205,456.00	514,024.00
101-000-574.001	STATE SHARED REV. - LIQUOR LA	20,000.00	20,000.00	21,598.50	21,557.25	(1,598.50)
101-000-612.000	CHARGES FOR TOWNSHIP SERVICES	5,000.00	5,000.00	8,359.89	742.00	(3,359.89)
101-000-627.000	TAX COLLECTION FEES	22,000.00	22,000.00	26,132.50	26,132.50	(4,132.50)
101-000-656.000	Ordinance Enforcement Fees	500.00	500.00	200.01	0.00	299.99
101-000-664.000	EARNED INTEREST	50,000.00	50,000.00	19,516.09	0.00	30,483.91
101-000-668.002	RENTS & ROYALTIES CABLE VIS	300,000.00	300,000.00	206,767.31	68,180.05	93,232.69
101-000-668.003	RENTS & ROYALTIES CABLE EQUIP	29,000.00	29,000.00	19,785.06	6,546.37	9,214.94
101-000-670.000	UNREALIZED LOSS ON INVESTMENT	0.00	0.00	6,976.15	0.00	(6,976.15)
101-000-676.000	REIMBURSEMENTS	14,000.00	14,000.00	30,328.05	23,003.79	(16,328.05)
101-000-676.001	Reimbursed Treasurer Legal Fees	600.00	600.00	125.80	0.00	474.20
Total Dept 000		3,963,950.00	3,963,950.00	3,078,664.18	355,618.07	885,285.82
TOTAL REVENUES						
		3,963,950.00	3,963,950.00	3,078,664.18	355,618.07	885,285.82
Fund 101 - GENERAL OPERATING FUND:						
TOTAL REVENUES						
		3,963,950.00	3,963,950.00	3,078,664.18	355,618.07	885,285.82

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP

User: Lanie
DB: Garfield

PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020		YTD BALANCE 08/31/2020	ACTIVITY FOR MONTH 08/31/20	AVAILABLE BALANCE	% BDC USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
Dept 101 - TOWNBOARD							
101-101-701.100	WAGES - TRUSTEE	12,000.00	12,000.00	6,250.00	650.00	5,750.00	52.08
101-101-701.101	WAGES - FILE CLERK	36,197.99	36,197.99	25,056.00	2,784.00	11,141.99	69.22
101-101-701.102	WAGES - TRUSTEE	12,000.00	12,000.00	5,550.00	900.00	6,450.00	46.25
101-101-701.103	WAGES - TRUSTEE	12,000.00	12,000.00	5,450.00	1,000.00	6,550.00	45.42
101-101-701.104	WAGES - TRUSTEE	12,000.00	12,000.00	6,650.00	1,000.00	5,350.00	55.42
101-101-701.105	WAGES - OFFICE COORDINATOR	33,657.10	33,657.10	23,299.20	2,588.80	10,357.90	69.23
101-101-726.000	SUPPLIES	6,000.00	6,000.00	4,223.32	647.54	1,776.68	70.39
101-101-726.001	POSTAGE	8,000.00	8,000.00	7,042.78	0.00	957.22	88.03
101-101-726.002	SUPPLIES - COPIER MAINTENANCE	7,500.00	7,500.00	3,240.18	0.00	4,259.82	43.20
101-101-801.002	LEGAL SERVICES - TOWNBOARD	16,000.00	16,000.00	1,013.75	192.00	14,986.25	6.34
101-101-801.004	LEGAL -Tax Tribunal	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-101-802.000	AUDIT AND ACCOUNTING	0.00	0.00	16,100.00	0.00	(16,100.00)	100.00
101-101-805.000	CONTRACTED AND OTHER SERVICES	7,500.00	7,500.00	3,067.04	221.50	4,432.96	40.89
101-101-860.000	MILEAGE	500.00	500.00	0.00	0.00	500.00	0.00
101-101-900.000	PRINTING & PUBLISHING	3,000.00	3,000.00	1,849.09	0.00	1,150.91	61.64
101-101-901.000	ADVERTISING	7,500.00	7,500.00	1,813.15	353.45	5,686.85	24.18
101-101-960.000	EDUCATION & TRAINING	4,000.00	4,000.00	162.50	0.00	3,837.50	4.06
101-101-965.101	DUES & PUBLICATIONS -TOWNBOAR	2,500.00	2,500.00	468.49	0.00	2,031.51	18.74
101-101-965.102	DUES - MICHIGAN TOWNSHIP ASSO	6,500.00	6,500.00	6,170.02	0.00	329.98	94.92
Total Dept 101 - TOWNBOARD		196,855.09	196,855.09	117,405.52	10,337.29	79,449.57	59.64
Dept 171 - TOWNSHIP SUPERVISOR							
101-171-701.201	WAGES - SUPERVISOR	77,416.12	77,416.12	53,595.72	5,955.08	23,820.40	69.23
101-171-701.202	WAGES - APPRAISER II	45,228.51	45,228.51	30,457.74	3,478.40	14,770.77	67.34
101-171-701.204	WAGES - APPRAISER III	53,914.54	53,914.54	38,146.74	4,147.20	15,767.80	70.75
101-171-701.205	WAGES - ASSESSOR	95,584.61	95,584.61	66,173.94	7,352.66	29,410.67	69.23
101-171-726.000	SUPPLIES	2,000.00	2,000.00	1,497.91	900.06	502.09	74.90
101-171-726.001	POSTAGE	3,700.00	3,700.00	3,112.21	0.00	587.79	84.11
101-171-805.000	CONTRACTED AND OTHER SERVICES	31,085.00	31,085.00	3,494.06	0.00	27,590.94	11.24
101-171-860.200	MILEAGE - SUPERVISOR	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-171-860.201	MILEAGE - ASSESSOR	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-171-900.000	PRINTING & PUBLISHING	2,125.00	2,125.00	1,874.85	0.00	250.15	88.23
101-171-901.000	ADVERTISING	500.00	500.00	0.00	0.00	500.00	0.00
101-171-960.000	EDUCATION & TRAINING	7,000.00	7,000.00	306.87	52.00	6,693.13	4.38
101-171-960.200	EDUCATION - SUPERVISOR	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-171-965.000	DUES & PUBLICATIONS	3,000.00	3,000.00	3,257.60	2,413.60	(257.60)	108.59
Total Dept 171 - TOWNSHIP SUPERVISOR		324,553.78	324,553.78	201,917.64	24,299.00	122,636.14	62.21
Dept 191 - ELECTIONS							
101-191-701.000	WAGES	78,000.00	78,000.00	33,922.13	14,167.00	44,077.87	43.49
101-191-726.000	SUPPLIES	24,000.00	24,000.00	12,363.65	4,674.03	11,636.35	51.52
101-191-726.001	POSTAGE	8,000.00	8,000.00	5,083.72	0.00	2,916.28	63.55
101-191-860.000	MILEAGE	400.00	400.00	120.76	51.18	279.24	30.19
101-191-901.000	ADVERTISING	600.00	600.00	330.80	248.60	269.20	55.13
101-191-935.010	MACHINE MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-191-935.015	COMPUTER SUPPORT SYSTEMS	5,000.00	5,000.00	1,800.00	1,800.00	3,200.00	36.00
Total Dept 191 - ELECTIONS		119,000.00	119,000.00	53,621.06	20,940.81	65,378.94	45.06
Dept 215 - TOWNSHIP CLERK							

User: Ianie
 DB: Garfield
 2020 ORIGINAL BUDGET
 2020 AMENDED BUDGET
 YTD BALANCE 08/31/2020
 ACTIVITY FOR MONTH 08/31/20
 AVAILABLE BALANCE
 % BODGT USED

GL NUMBER	DESCRIPTION	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	YTD BALANCE 08/31/2020	ACTIVITY FOR MONTH 08/31/20	AVAILABLE BALANCE	% BODGT USED
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-215-701.300	WAGES - CLERK	77,416.12	77,416.12	53,595.72	5,955.08	23,820.40	69.23
101-215-701.302	WAGES - DEPUTY CLERK	50,000.00	50,000.00	34,615.44	3,846.16	15,384.56	69.23
101-215-701.303	WAGES - ACCOUNTANT	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-215-726.000	SUPPLIES	1,500.00	1,500.00	1,071.86	362.65	428.14	71.46
101-215-860.300	MILEAGE - CLERK	400.00	400.00	0.00	0.00	400.00	0.00
101-215-860.301	MILEAGE - DEPUTY CLERK	400.00	400.00	0.00	0.00	400.00	0.00
101-215-956.016	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	0.00
101-215-960.000	EDUCATION & TRAINING	6,000.00	6,000.00	509.96	0.00	5,490.04	8.50
101-215-965.000	DUES & PUBLICATIONS	700.00	700.00	450.00	0.00	250.00	64.29
Total Dept 215 - TOWNSHIP CLERK		141,916.12	141,916.12	90,242.98	10,163.89	51,673.14	63.59
Dept 247 - BOARD OF REVIEW							
101-247-701.400	WAGES - B OF R	1,500.00	1,500.00	700.00	100.00	800.00	46.67
101-247-701.401	WAGES - B OF R	1,500.00	1,500.00	700.00	100.00	800.00	46.67
101-247-701.402	WAGES - B OF R	1,500.00	1,500.00	500.00	100.00	1,000.00	33.33
101-247-701.403	WAGES - B OF R	1,500.00	1,500.00	300.00	0.00	1,200.00	20.00
101-247-960.000	EDUCATION & TRAINING	200.00	200.00	0.00	0.00	200.00	0.00
Total Dept 247 - BOARD OF REVIEW		6,200.00	6,200.00	2,200.00	300.00	4,000.00	35.48
Dept 253 - TOWNSHIP TREASURER							
101-253-701.500	WAGES - TREASURER	77,416.12	77,416.12	53,595.72	5,955.08	23,820.40	69.23
101-253-701.501	WAGES - ASSISTANT	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-253-701.502	WAGES - DEPUTY TREASURER	50,000.00	50,000.00	34,615.44	3,846.16	15,384.56	69.23
101-253-726.000	SUPPLIES	2,500.00	2,500.00	1,546.19	63.39	953.81	61.85
101-253-726.001	POSTAGE	6,500.00	6,500.00	2,370.13	0.00	4,129.87	36.46
101-253-801.000	LEGAL SERVICES	3,000.00	3,000.00	445.90	15.00	2,554.10	14.86
101-253-809.000	Bank Fees	300.00	300.00	0.00	0.00	300.00	0.00
101-253-860.500	MILEAGE - TREASURER	700.00	700.00	207.83	0.00	492.17	29.69
101-253-860.501	MILEAGE - DEPUTY TREASURER	500.00	500.00	218.16	0.00	281.84	43.63
101-253-900.000	PRINTING & PUBLISHING	2,000.00	2,000.00	760.26	0.00	1,239.74	38.01
101-253-901.000	ADVERTISING	100.00	100.00	0.00	0.00	100.00	0.00
101-253-960.000	EDUCATION & TRAINING	4,500.00	4,500.00	1,372.29	0.00	3,127.71	30.50
101-253-965.000	DUES & PUBLICATIONS	500.00	500.00	199.00	199.00	301.00	39.80
Total Dept 253 - TOWNSHIP TREASURER		153,016.12	153,016.12	95,330.92	10,078.63	57,685.20	62.30
Dept 258 - COMPUTER SUPPORT							
101-258-726.000	SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-258-935.015	COMPUTER SUPPORT SYSTEMS	30,000.00	30,000.00	17,974.09	0.00	12,025.91	59.91
101-258-935.016	COMPUTER NETWORK	2,000.00	2,000.00	1,425.68	84.99	574.32	71.28
Total Dept 258 - COMPUTER SUPPORT		35,000.00	35,000.00	19,399.77	84.99	15,600.23	55.43
Dept 265 - TOWNSHIP HALL							
101-265-701.011	Maintenance Wages	10,000.00	10,000.00	7,118.15	1,000.61	2,881.85	71.18
101-265-726.003	SUPPLIES-MAINTANCE	3,500.00	3,500.00	2,264.94	446.16	1,235.06	64.71
101-265-850.000	TELEPHONE	16,000.00	16,000.00	10,705.33	1,331.36	5,294.67	66.91
101-265-920.601	HEATING / GAS	14,000.00	14,000.00	5,660.57	230.27	8,339.43	40.43
101-265-920.602	WATER / SEWER	6,000.00	6,000.00	2,180.70	711.12	3,819.30	36.35
101-265-920.603	LIGHTS BUILDING	16,000.00	16,000.00	6,652.96	1,088.31	9,347.04	41.58

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP
 PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020 BUDGET		YTD BALANCE 08/31/2020	ACTIVITY FOR MONTH 08/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-265-935.601	SNOW PLOWING	10,000.00	10,000.00	1,280.00	0.00	8,720.00	12.80
101-265-935.602	LAWN MAINTENANCE	10,000.00	10,000.00	4,357.91	1,844.60	5,642.09	43.58
101-265-935.603	CLEANING SERVICE	15,000.00	15,000.00	7,940.00	1,150.00	7,060.00	52.93
101-265-935.604	RUBBISH REMOVAL	1,000.00	1,000.00	680.00	85.00	320.00	68.00
101-265-935.605	BUILDING REPAIR	50,000.00	50,000.00	158.68	158.68	49,841.32	0.32
101-265-935.606	ELECTRONIC PROTECTION SYSTEM	1,500.00	1,500.00	1,096.20	0.00	403.80	73.08
101-265-935.608	MAINTENANCE-OTHER	20,000.00	20,000.00	5,593.65	100.00	14,406.35	27.97
Total Dept 265 - TOWNSHIP HALL		173,000.00	173,000.00	55,689.09	8,146.11	117,310.91	32.19
Dept 301 - POLICE SERVICES							
101-301-830.000	POLICE CONTRACT	1,300,000.00	1,300,000.00	594,137.88	0.00	705,862.12	45.70
Total Dept 301 - POLICE SERVICES		1,300,000.00	1,300,000.00	594,137.88	0.00	705,862.12	45.70
Dept 371 - TOWNSHIP BUILDING INSPECTOR							
101-371-701.702	WAGES BUILDING ASSISTANT	17,246.97	17,246.97	11,209.02	1,245.48	6,037.95	64.99
101-371-701.703	WAGES - BUILDING	80,000.00	80,000.00	55,384.56	6,153.84	24,615.44	69.23
101-371-701.704	WAGES - BUILDING	25,000.00	25,000.00	12,357.94	1,615.04	12,642.06	49.43
101-371-701.705	WAGES - CONSTRUCTION BOARD	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-371-726.000	SUPPLIES	1,000.00	1,000.00	134.35	51.16	865.65	13.44
101-371-960.000	EDUCATION & TRAINING	1,000.00	1,000.00	368.00	0.00	36.80	36.80
101-371-965.000	DUES & PUBLICATIONS	1,500.00	1,500.00	432.00	152.00	1,068.00	28.80
Total Dept 371 - TOWNSHIP BUILDING INSPECTOR		126,746.97	126,746.97	79,885.87	9,217.52	46,861.10	63.03
Dept 400 - PLANNING COMMISSION							
101-400-701.800	WAGES - PLANNING	2,000.00	2,000.00	1,300.00	200.00	700.00	65.00
101-400-701.801	WAGES - PLANNING	2,000.00	2,000.00	1,300.00	200.00	700.00	65.00
101-400-701.802	WAGES - PLANNING	2,000.00	2,000.00	1,300.00	200.00	700.00	65.00
101-400-701.804	WAGES - PLANNING	2,000.00	2,000.00	1,200.00	100.00	800.00	60.00
101-400-701.805	WAGES - PLANNING	2,000.00	2,000.00	1,300.00	200.00	700.00	65.00
101-400-701.806	WAGES - PLANNING	2,000.00	2,000.00	1,200.00	200.00	800.00	60.00
101-400-701.808	WAGES - PLANNING	2,000.00	2,000.00	1,500.00	200.00	500.00	75.00
101-400-801.000	LEGAL SERVICES	25,000.00	25,000.00	6,936.50	0.00	18,063.50	27.75
101-400-805.000	CONTRACTED AND OTHER SERVICES	6,000.00	6,000.00	4,855.28	240.75	1,144.72	80.92
101-400-900.000	PRINTING & PUBLISHING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-400-901.000	ADVERTISING	2,000.00	2,000.00	1,147.95	0.00	852.05	57.40
101-400-960.000	EDUCATION & TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-400-965.000	DUES & PUBLICATIONS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 400 - PLANNING COMMISSION		51,000.00	51,000.00	22,039.73	1,540.75	28,960.27	43.22
Dept 401 - TOWNSHIP PLANNER							
101-401-701.900	WAGES - PLANNER	75,678.00	75,678.00	52,392.42	5,821.38	23,285.58	69.23
101-401-701.901	WAGES - DEPUTY PLANNER	54,184.00	54,184.00	37,512.00	4,168.00	16,672.00	69.23
101-401-701.902	WAGES - PLANNER ASSISTANT	12,935.79	12,935.79	8,406.74	934.09	4,529.05	64.99
101-401-726.000	SUPPLIES	1,000.00	1,000.00	349.11	0.00	650.89	34.91
101-401-860.900	MILEAGE - TOWNSHIP PLANNER	300.00	300.00	0.00	0.00	300.00	0.00
101-401-860.901	MILEAGE - DEPUTY PLANNER	300.00	300.00	0.00	0.00	300.00	0.00
101-401-900.000	PRINTING & PUBLISHING	2,000.00	2,000.00	84.80	42.40	1,915.20	4.24
101-401-960.000	EDUCATION & TRAINING	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00

GL NUMBER	DESCRIPTION	2020		YTD BALANCE 08/31/2020	ACTIVITY FOR MONTH 08/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020 AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-401-965.000	DUES & PUBLICATIONS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 401 - TOWNSHIP PLANNER		152,397.79	152,397.79	98,745.07	10,965.87	53,652.72	64.79
Dept 410 - ZONING BOARD OF APPEALS							
101-410-701.001	WAGES - ZONING	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
101-410-701.002	WAGES - ZONING	1,200.00	1,200.00	100.00	0.00	1,100.00	8.33
101-410-701.003	WAGES - ZONING	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
101-410-701.004	WAGES - ZONING	1,200.00	1,200.00	100.00	0.00	1,100.00	8.33
101-410-701.005	WAGES - ZONING	1,200.00	1,200.00	100.00	0.00	1,100.00	8.33
101-410-801.000	LEGAL SERVICES	10,000.00	10,000.00	4,159.60	0.00	5,840.40	41.60
101-410-805.000	CONTRACTED AND OTHER SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-410-901.000	ADVERTISING	2,000.00	2,000.00	456.30	0.00	1,543.70	22.82
101-410-960.000	EDUCATION & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 410 - ZONING BOARD OF APPEALS		20,000.00	20,000.00	4,915.90	0.00	15,084.10	24.58
Dept 412 - ZONING ADMINISTRATOR							
101-412-701.601	WAGES	54,000.00	54,000.00	37,384.56	4,153.84	16,615.44	69.23
101-412-701.602	WAGES ZONING	19,999.20	19,999.20	13,682.15	1,538.40	6,317.05	68.41
101-412-726.000	SUPPLIES	1,000.00	1,000.00	77.74	0.00	922.26	7.77
101-412-860.601	MILEAGE - ZONING ADMIN	150.00	150.00	0.00	0.00	150.00	0.00
101-412-860.602	MILEAGE - DEPT ZONING	150.00	150.00	0.00	0.00	150.00	0.00
101-412-960.000	EDUCATION & TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-412-965.000	DUES & PUBLICATIONS	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 412 - ZONING ADMINISTRATOR		77,799.20	77,799.20	51,144.45	5,692.24	26,654.75	65.74
Dept 448 - STREET LIGHTS - TOWNSHIP							
101-448-920.005	STREET LIGHTS TOWNSHIP	90,000.00	90,000.00	50,314.44	8,258.32	39,685.56	55.90
Total Dept 448 - STREET LIGHTS - TOWNSHIP		90,000.00	90,000.00	50,314.44	8,258.32	39,685.56	55.90
Dept 747 - COMMUNITY PROMOTIONS							
101-747-880.003	COM. PROM. - ECONOMIC DEVELOPMENT	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-747-880.004	COM. PROM. - TC-TALUS	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-747-880.007	COM. PROM. - COMMUNITY AWAREN	20,000.00	20,000.00	35,645.68	280.50	(15,645.68)	178.23
101-747-880.008	COM. PROM. - CONTRACTED SERVI	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
101-747-880.011	COM. PROM. - P.E.G.	100,000.00	100,000.00	68,163.32	0.00	31,836.68	68.16
101-747-880.018	COM. PROM. - MILFOIL	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
Total Dept 747 - COMMUNITY PROMOTIONS		166,000.00	166,000.00	103,809.00	280.50	62,191.00	62.54
Dept 806 - TOWNSHIP VEHICLES							
101-806-862.000	GAS & CAR WASHES	2,500.00	2,500.00	688.41	87.66	1,811.59	27.54
101-806-863.000	OIL CHANGES	500.00	500.00	39.09	0.00	460.91	7.82
101-806-864.000	MISCELLANEOUS	1,500.00	1,500.00	696.19	0.00	803.81	46.41
Total Dept 806 - TOWNSHIP VEHICLES		4,500.00	4,500.00	1,423.69	87.66	3,076.31	31.64

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP
 PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020 BUDGET		YTD BALANCE 08/31/2020	ACTIVITY FOR MONTH 08/31/20	AVAILABLE BALANCE	% BDC USED
		ORIGINAL BUDGET	2020 AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
Dept 851 - EMPLOYEE BENEFITS & INSURANCES							
101-851-701.000	WAGES	100.00	100.00	0.00	0.00	100.00	0.00
101-851-701.027	UNEMPLOYMENT	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-851-873.001	John Hancock 403B	93,000.00	93,000.00	99,300.00	0.00	(6,300.00)	106.77
101-851-873.010	SOCIAL SECURITY - EMPLOYER	80,000.00	80,000.00	53,013.25	6,028.21	26,986.75	66.27
101-851-873.020	VACATION & PERSONAL PAYOUT	1,000.00	1,000.00	434.80	0.00	565.20	43.48
101-851-873.030	INSURANCE - EMPLOYEE HEALTH	395,000.00	395,000.00	294,719.28	23,559.31	100,280.72	74.61
101-851-873.040	INSURANCE - EMPLOYEE LIFE	10,000.00	10,000.00	4,250.68	511.46	5,749.32	42.51
101-851-912.001	INSURANCE - LIABILITY	13,000.00	13,000.00	12,938.00	0.00	62.00	99.52
101-851-912.002	INSURANCE - WORKMENS COMP.	8,000.00	8,000.00	5,991.00	0.00	2,009.00	74.89
Total Dept 851 - EMPLOYEE BENEFITS & INSURANCES		604,100.00	604,100.00	470,647.01	30,098.98	133,452.99	77.91
Dept 890 - CONTINGENCIES							
101-890-890.000	CONTINGENCIES	42,929.64	42,929.64	0.00	0.00	42,929.64	0.00
Total Dept 890 - CONTINGENCIES		42,929.64	42,929.64	0.00	0.00	42,929.64	0.00
Dept 900 - CAPITAL OUTLAY							
101-900-970.001	CAPITAL OUTLAY - ELECTIONS	2,000.00	2,000.00	4,675.00	4,675.00	(2,675.00)	233.75
101-900-970.002	CAPITAL OUTLAY - TOWNSHIP HAL	50,000.00	50,000.00	1,653.52	0.00	48,346.48	3.31
101-900-970.003	CAPITAL OUTLAY - COMPUTER	15,000.00	15,000.00	2,372.00	0.00	12,628.00	15.81
101-900-970.004	CAPITAL OUTLAY - VEHICLES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-900-970.005	CAPITAL OUTLAY - LAND	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 900 - CAPITAL OUTLAY		83,000.00	83,000.00	8,700.52	4,675.00	74,299.48	10.48
Dept 965 - TRANSFERS TO OTHER FUNDS							
101-965-990.308	TRANSFERS TO #308 PARK SYS	200,000.00	200,000.00	200,000.00	0.00	0.00	100.00
Total Dept 965 - TRANSFERS TO OTHER FUNDS		200,000.00	200,000.00	200,000.00	0.00	0.00	100.00
TOTAL EXPENDITURES		4,068,014.71	4,068,014.71	2,321,570.54	155,167.56	1,746,444.17	57.07
Fund 101 - GENERAL OPERATING FUND:							
TOTAL EXPENDITURES		4,068,014.71	4,068,014.71	2,321,570.54	155,167.56	1,746,444.17	57.07

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP
 PERIOD ENDING 08/31/2020

GL NUMBER	DESCRIPTION	2020 BUDGET		YTD BALANCE 08/31/2020	ACTIVITY FOR MONTH 08/31/20	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 308 - PARK SYSTEM FUND							
Expenditures							
Dept 000							
308-000-701.905	WAGES - REC BOARD	4,200.00	4,200.00	1,500.00	0.00	2,700.00	35.71
308-000-701.906	Parks Steward	25,000.00	25,000.00	16,263.06	1,923.20	8,736.94	65.05
308-000-801.000	LEGAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
308-000-864.000	MISCELLANEOUS	800.00	800.00	23.28	0.00	776.72	2.91
308-000-880.001	COM. PROM. - SILVER LAKE PARK	92,000.00	92,000.00	0.00	0.00	92,000.00	0.00
308-000-880.006	COM. PROM. - BVNP (YMCA)	23,000.00	23,000.00	0.00	0.00	23,000.00	0.00
308-000-880.008	COM. PROM. - Cont. Serv GTCD	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
308-000-880.012	COM. PROM. - GT COMMONS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
308-000-880.013	COM. PROM. - BOARDMAN RIVER	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
308-000-880.014	COM. PROM. - MILLER CREEK	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
308-000-880.016	COM. PROM. - KIDS CREEK PARK	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
308-000-880.019	RIVER EAST RECREATION AREA	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
308-000-935.000	MAINTENANCE - MISC, EQUIP	128,500.00	128,500.00	87,079.05	3,455.54	41,420.95	67.77
308-000-970.000	CAPITAL OUTLAY	0.00	0.00	175,107.64	90,689.02	(175,107.64)	100.00
Total Dept 000		300,500.00	300,500.00	279,973.03	96,067.76	20,526.97	93.17
Dept 851 - EMPLOYEE BENEFITS & INSURANCES							
308-851-873.010	SOCIAL SECURITY - EMPLOYER	2,000.00	2,000.00	1,358.93	147.14	641.07	67.95
Total Dept 851 - EMPLOYEE BENEFITS & INSURANCES		2,000.00	2,000.00	1,358.93	147.14	641.07	67.95
TOTAL EXPENDITURES							
		302,500.00	302,500.00	281,331.96	96,214.90	21,168.04	93.00
Fund 308 - PARK SYSTEM FUND:							
TOTAL EXPENDITURES							
		302,500.00	302,500.00	281,331.96	96,214.90	21,168.04	93.00



GRAND TRAVERSE METRO EMERGENCY SERVICES AUTHORITY

8.a.

FIRE OFFICE 897 Parsons Road - Traverse City, MI 49686
Phone: (231) 947-3000 Fax: (231) 947-8728 - Website: www.gtmetrofire.org Email: Info@gtmetrofire.org

RESOLUTION 2020-06

A RESOLUTION TO APPROVE THE 2021 BUDGET FOR GRAND TRAVERSE METRO EMERGENCY SERVICES AUTHORITY

Minutes of a regular meeting of the Board of Grand Traverse Metro Emergency Services Authority ("Metro"), held on the 25th day of August, 2020, at 9:00 o'clock am.

PRESENT: GLEN LILE, BETH FRIEND, DARRYL NELSON,
DOUG WHITE, STEVE DUELL, CHUCK KOEN

The following preamble and resolution were offered by LILE and supported by WHITE.

WHEREAS, Metro is an Authority, created, established and incorporated pursuant to the provisions of Act 57, Public Acts of Michigan, 1988, as amended, and

WHEREAS, the incorporating municipalities in Metro are the Township of Acme, the East Bay Charter Township and the Charter Township of Garfield, in the County of Grand Traverse, Michigan, which are hereby designated as the "Incorporating Townships", and

WHEREAS, Article XII of the Articles of Incorporation for Metro indicates that the Metro Board "shall adopt the proposed budget by a majority vote of the members of the Board in such a manner as to assure submission of the proposed budget to the incorporating municipalities no later than July 31, of each year", and

WHEREAS, the 2021 Budget for Metro is detailed by cost center for the General Fund and the Public Improvement Fund on the attached schedules, and

WHEREAS, Article XV of the Articles of Incorporation for Metro provides that Metro's annual budget will be funded by contributions from each Incorporating Township. In accordance with the calculation provided for in the Articles of Incorporation, the Township contributions calculate to be the following for the 2021 Budget:

Acme Township	\$ 857,608
East Bay Township	\$1,467,843
Garfield Township	\$2,219,926

NOW, THEREFORE,

BE IT RESOLVED, that the members of the Metro Board adopt the 2021 Metro Budget by cost center as detailed on the attached, with budgeted expenditures totaling \$5,462,218.

Ayes: 6
Nays: 0
Absent and Excused: 0

RESOLUTION DECLARED ADOPTED.

By: _____
Board Chairman Chuck Korn

By: _____
Board Secretary Glen Lile

Dated: August 25, 2020

**GT MESA
2020 BUDGET - 2.45 Mils
BY COST CENTERS**



****Budget to be approved by the Metro Board****

GRAND TRAVERSE METRO FIRE	Actual 2019	Budget 2020	Budget 2021	Incr/ (Decr)	% Incr/ (Decr)
GENERAL FUND					
TOTAL REVENUES	4,337,695	4,622,560	4,722,956	100,396	2.2%
EXPENDITURES					
Dept: 336 OPERATIONS					
Acct Class: 701 PERSONNEL SERVICES	3,021,336	3,418,266	3,679,507	261,241	7.6%
Acct Class: 726 SUPPLIES	139,083	159,000	160,500	1,500	0.9%
Acct Class: 800 CONTRACTUAL SERVICES	158,460	147,555	158,555	11,000	7.5%
Acct Class: 900 OTHER SERVICES/CHARGES	559,653	561,000	570,000	9,000	1.6%
Acct Class: 970 CAPITAL OUTLAY	189,935	200,215	144,000	(56,215)	-28.1%
Acct Class: 990 DEBT SERVICE	99,419	-	-	-	#DIV/0!
Acct Class: OTHER	25,000	586,200	10,200	(576,000)	-98.3%
TOTAL EXPENDITURES	4,192,886	5,072,236	4,722,762	(349,474)	-6.9%
NET REVENUE/EXPENDITURES	144,809	(449,676)	194	449,870	-100.0%
Fund Balance	1,892,998	2,037,807	1,588,131		
Net Fund Balance	2,037,807	1,588,131	1,588,325		

**GT MESA
2020 BUDGET - 2.45 Mils
BY COST CENTERS**



****Budget to be approved by the Metro Board****

GRAND TRAVERSE METRO FIRE	Actual 2019	Budget 2020	Budget 2021	Incr/ (Decr)	% Incr/ (Decr)
---------------------------	----------------	----------------	----------------	-----------------	-------------------

PUBLIC IMPROVEMENT FUND

TOTAL REVENUES	\$ 27,070	\$ 1,227,000	\$ 500,421	(726,579)	-59.2%
EXPENDITURES					
Acct. Class: 970 CAPITAL OUTLAY	\$ 41,133	\$ 1,250,000	\$ 395,000	(855,000)	-68.4%
Acct. Class: 990 DEBT SERVICE	\$ 89,068	\$ 140,768	\$ 339,456	198,688	141.1%
Acct Class: 992 CONTINGENCY	\$ -	\$ 5,000	\$ 5,000	-	0.0%
TOTAL EXPENDITURES	\$ 130,201	\$ 1,395,768	\$ 739,456	(656,312)	-47.0%
EXPENDITURES OVER REVENUES	\$ (103,131)	\$ (168,768)	\$ (239,035)	(70,267)	41.6%
Fund Balance	\$ 347,961	\$ 244,830	\$ 526,062		
Add Back Stal I Remodel due to financing		\$ 450,000			
Net Fund Balance	\$ 244,830	\$ 526,062	\$ 287,027		



GRAND TRAVERSE METRO FIRE DEPARTMENT 2021 BUDGET TIMELINE

Below is the timeline for approving Metro's 2021 Budget:

June 23, 2020: Distribute 2021 Budget at Board Meeting

June 30, 2020 2021 Budget Workshop with Metro Board

July 28, 2020 Metro's Board to approve 2021 Budget

July 30, 2020 Metro Budget to Township Offices

August, 2020: Take Metro's 2021 Budget to Township Boards for approval

September, 2020 Public Hearings and Final Approval by the Townships

Sept. 30, 2020: Notify GT County of Townships millage rate for Metro!



GRAND TRAVERSE METRO FIRE DEPARTMENT 2021 BUDGET ASSUMPTIONS/ISSUES

Below are assumptions/issues for the 2021 Budget:

- 1) 5.06% increase in Townships real property taxable valuations.
(at 2.45 mills, this impact is approx \$218,816 of additional revenue from Townships in 2021).
- 2) Wages and Benefits
 - * COLA wage increase from 0% to 3%.
 - * Step increases for newer firefighters
- 3) Budgeted capital expenditures out of PIF are:
 - * Purchase a new chiefs vehicle - \$45,000, to replace current 2008 Chiefs vehicle
 - * Purchase a new Tanker 11 for \$350,000, to replace a 1983 tanker.
- 4) Budget in PIF assumes **"financing"** Station 11 remodel in 2020, resulting in annual debt payments projected to be \$84,000.
- 5) In accordance with the calculation in the Articles of Incorporation, the resultant milage rate for each township is 2.45 mills. This equates to the following:
 - * General Fund - \$4,722,762
 - * Public Improvement Fund - \$739,456
- 6) The millage has been 2.35 for 2015 - 2019, and increased to 2.45 for 2020.
- 7) Future issues not included in budget:
 - a. Set aside funds for Retiree Health Care Plan *-(covers a total of 9 employees)*
 - b. New Station 8 design and construction costs
 - c. Need to purchase a new tanker, heavy rescue and ladder truck within the next 7 years.
 - d. Training Tower



**GRAND TRAVERSE METRO FIRE DEPARTMENT
2021 BUDGET
NET TAXABLE VALUE ALLOCATION**

TOTAL BUDGETED EXPENDITURES:

Less: Other Revenue Items

Less: Debt Proceeds

Fund Balance - PIF

NET EXPENDITURES TO BE ALLOC.

TOWNSHIP ASSESSED VALUES, net

Millage rate to breakeven

METRO	
2021	
\$	5,462,218
	328,000
	350,000
	238,841
\$	4,545,377
	1,855,255,626
	2.45

ALLOCATION BASED ON TAXABLE VALUE - 2.45 MILLS

	2021 BUDGETED TWP REVENUE	2020 BUDGETED TWP REVENUE	DIFFERENCE	% CHANGE
ACME	857,608	822,341	35,267	4.29%
EAST BAY	1,467,843	1,403,840	64,003	4.56%
GARFIELD	2,219,926	2,100,379	119,547	5.69%
TOTAL	4,545,377	4,328,560	218,817	5.06%

	2020 TAXABLE VALUE	2019 TAXABLE VALUE	DIFFERENCE	% CHANGE
	<small>(net of personal prop)</small>	<small>(net of personal prop)</small>		
ACME	350,043,802	335,649,487	14,394,315	4.29%
% of total	18.9%	19.0%		
EAST BAY	599,119,509	572,996,094	26,123,415	4.56%
% of total	32.3%	32.4%		
GARFIELD	906,092,315	857,297,494	48,794,821	5.69%
% of total	48.8%	48.5%		
TOTAL	1,855,255,626	1,765,943,075	89,312,551	5.06%

**GTMESSA
2020 BUDGET - 2.45 Mils
BY COST CENTERS**



****Budget to be approved by the Metro Board****

GRAND TRAVERSE METRO FIRE	Actual 2019	Budget 2020	Budget 2021	Incr/ (Decr)	% Incr/ (Decr)
GENERAL FUND					
TOTAL REVENUES	4,337,695	4,622,560	4,722,956	100,396	2.2%
EXPENDITURES					
Dept: 336 OPERATIONS					
Acct Class: 701 PERSONNEL SERVICES	3,021,336	3,418,266	3,679,507	261,241	7.6%
Acct Class: 726 SUPPLIES	139,083	159,000	160,500	1,500	0.9%
Acct Class: 800 CONTRACTUAL SERVICES	158,460	147,555	158,555	11,000	7.5%
Acct Class: 900 OTHER SERVICES/CHARGES	559,653	561,000	570,000	9,000	1.6%
Acct Class: 970 CAPITAL OUTLAY	189,935	200,215	144,000	(56,215)	-28.1%
Acct Class: 990 DEBT SERVICE	99,419	-	-	-	#DIV/0!
Acct Class: OTHER	25,000	586,200	10,200	(576,000)	-98.3%
TOTAL EXPENDITURES	4,192,886	5,072,236	4,722,762	(349,474)	-6.9%
NET REVENUE/EXPENDITURES	144,809	(449,676)	194	449,870	-100.0%
Fund Balance	1,892,998	2,037,807	1,588,131		
Net Fund Balance	2,037,807	1,588,131	1,588,325		

**GTMESSA
2020 BUDGET - 2.45 Mils
BY COST CENTERS**



****Budget to be approved by the Metro Board****

GRAND TRAVERSE METRO FIRE	Actual 2019	Budget 2020	Budget 2021	Incr/ (Decr)	% Incr/ (Decr)
---------------------------	----------------	----------------	----------------	-----------------	-------------------

PUBLIC IMPROVEMENT FUND

TOTAL REVENUES	\$ 27,070	\$ 1,227,000	\$ 500,421	(726,579)	-59.2%
EXPENDITURES					
Acct. Class: 970 CAPITAL OUTLAY	\$ 41,133	\$ 1,250,000	\$ 395,000	(855,000)	-68.4%
Acct. Class: 990 DEBT SERVICE	\$ 89,068	\$ 140,768	\$ 339,456	198,688	141.1%
Acct Class: 992 CONTINGENCY	\$ -	\$ 5,000	\$ 5,000	-	0.0%
TOTAL EXPENDITURES	\$ 130,201	\$ 1,395,768	\$ 739,456	(656,312)	-47.0%
EXPENDITURES OVER REVENUES	\$ (103,131)	\$ (168,768)	\$ (239,035)	(70,267)	41.6%
Fund Balance	\$ 347,961	\$ 244,830	\$ 526,062		
Add Back Stall I Remodel due to financing		\$ 450,000			
Net Fund Balance	\$ 244,830	\$ 526,062	\$ 287,027		

GRAND TRAVERSE METRO FIRE DEPARTMENT

2021 Budgeted Revenue/Expenditure Report



GRAND TRAVERSE METRO FIRE	Actual	Budget	YTD actual	% Bud	2021	Notes
	2019	2020	June, 2020	2020	BUDGET	
Fund: 206 - METRO FIRE						
Revenues						
600.001 Acme Township - Cont.	757,963	822,341	822,341	100.0%	829,604	
600.002 East Bay Twp. Contr	1,281,408	1,403,840	1,403,840	100.0%	1,419,913	
600.003 Garfield Charter Twp.	1,928,987	2,100,379	2,100,379	100.0%	2,147,439	
664.000 Earned Interest	62,628	25,000	16,040	64.2%	40,000	
667.100 Township FF/EMS	106,423	100,000	46,383	46.4%	105,000	
668.500 Cost Recovery Revenue	63,296	60,000	19,914	33.2%	60,000	
668.700 Public Education Receipts	1,179	0	150	150.0%	0	
669.000 Plan Reviews	59,911	66,000	21,723	32.9%	66,000	
669.001 Refunds and Donations	57,196	30,000	20,028	66.8%	40,000	
669.002 Sale of Surplus Equipment	7,576	5,000	27,500	550.0%	5,000	
669.006 Misc. Grant Receipts	11,128	10,000	31,300	313.0%	10,000	
TOTAL REVENUES	4,337,695	4,622,560	4,509,598	97.6%	4,722,956	
EXPENDITURES						
Dept: 336 OPERATIONS						
Acct Class: 701 PERSONNEL SERVICES						
702.000 Wages and Salaries	1,842,116	1,978,149	952,650	48.2%	2,207,235	FF & staff wage adjustments
702.001 Longevity	32,503	36,900	0	0.0%	33,000	full year 3 new FF's in 2020
703.000 Metro Firefighters Response	21,780	30,000	14,857	49.5%	25,000	
703.001 Metro Fire Officers Salaries	12,800	16,000	7,500	46.9%	16,000	
703.200 Metro FF Wages - part-time	255,472	321,100	84,980	26.5%	272,000	Less shifts for PT FF's
703.300 Part-time Administrative	428	10,000	5,550	55.5%	10,000	
705.000 Personal Day Payout	35,520	39,250	2,693	6.9%	45,150	
715.000 FICA/Medicare	51,129	63,832	18,925	29.6%	37,949	
716.000 Health/Dental/Optical Ins.	406,210	519,500	262,968	50.6%	550,000	Consider 10% incr in rates
716.003 Life Ins./LTD/STD	24,613	31,600	15,272	48.3%	33,000	
717.001 AD&D Insurance	8,622	10,000	9,186	91.9%	11,000	
718.000 Retirement	265,848	294,435	141,712	48.1%	363,173	
719.000 Workers Comp. Insurance	64,295	67,500	59,915	88.8%	76,000	
TOTAL PERSONNEL SERVICES	3,021,336	3,418,266	1,576,208	46.1%	3,679,507	
Acct Class: 726 SUPPLIES						
727.000 Office Supplies	12,074	12,000	3,682	30.7%	12,000	
729.000 Printing and Binding	5,423	5,000	2,049	41.0%	6,000	
730.000 Postage and Freight	1,914	2,500	1,206	48.2%	2,500	
743.000 Other Supplies	16,309	30,000	14,916	49.7%	30,000	PubEd supplies
745.000 Uniforms and Accessories	23,413	22,500	6,900	30.7%	24,000	
745.002 Fire Gear	27,667	30,000	32,593	108.6%	30,000	
748.000 Fuel, Oil, Grease	36,945	42,000	11,662	27.8%	40,000	
760.000 Medical Supplies	15,338	15,000	9,026	60.2%	16,000	
TOTAL SUPPLIES	139,083	159,000	82,034	51.6%	160,500	
Acct Class: 800 CONTRACTUAL SERVICES						
801.000 Legal Fees	21,897	18,000	5,511	30.6%	22,000	
810.000 Subscriptions	2,638	7,500	2,338	31.2%	7,500	
810.001 Dues	8,308	8,500	4,488	52.8%	8,500	
818.000 Contract Services	60,096	50,000	23,938	47.9%	57,000	
830.000 Fire Hydrant Rental	21,240	21,555	0	0.0%	21,555	

GRAND TRAVERSE METRO FIRE DEPARTMENT

2021 Budgeted Revenue/Expenditure Report



	Actual	Budget	YTD actual	% Bud	2021	
GRAND TRAVERSE METRO FIRE	2019	2020	June, 2020	2020	BUDGET	Notes
850.001 Telephone	44,281	42,000	19,275	45.9%	42,000	
TOTAL CONTRACTUAL SERVICES	158,460	147,555	55,550	37.6%	158,555	
Acct Class: 900 OTHER SERVICES AND CHARGES						
910.000 Fleet & Liability Property Ins	57,588	61,000	60,603	99.3%	61,000	
920.000 Heat Utilities	25,513	30,000	11,221	37.4%	30,000	
921.000 Electric Utilities	44,860	47,000	22,642	48.2%	47,000	
923.000 Sewer and Water Utilities	13,161	17,000	5,515	32.4%	15,000	
924.000 Waste Disposal	1,670	2,000	930	46.5%	2,000	
930.000 Bldg. Repair and Maintenance	60,958	70,000	23,433	33.5%	65,000	
932.000 Equipment Repair & Maint.	21,200	25,000	8,588	34.4%	25,000	
932.001 Radio/Pager Repair and Maint	1,887	0	0	0.0%	0	
932.100 SCBA Repair/Maintenance	0	5,000	3,542	70.8%	5,000	
934.000 Vehicle R&M - labor	84,999	65,000	26,201	40.3%	75,000	
934.100 Vehicle R&M - parts	64,003	51,000	24,410	47.9%	50,000	
934.500 Special Ops Equipment	1,969	3,000	768	25.6%	3,000	
935.000 Ground Care and Maintenance	43,813	38,000	15,248	40.1%	40,000	
955.000 Employee Physicals & Wellne	33,524	40,000	10,669	26.7%	40,000	
956.000 Employee Train. and Develop	48,710	62,000	23,288	37.6%	55,000	
956.001 Computer Support	55,798	45,000	26,001	57.8%	57,000	
TOTAL OTHER SERVICES AND CH	559,653	561,000	263,059	46.9%	570,000	
Acct Class: 970 CAPITAL OUTLAY						
976.001 Building Improvement	29,892	106,215	86,411	81.4%	50,000	
977.000 Machinery and Equipment	138,752	82,000	71,905	87.7%	82,000	
978.000 Vehicles Acquisition	9,749	0	0	0.0%	0	
980.000 Office Equipment	0	0	0	0.0%	0	
980.100 Computer Replacement	11,542	12,000	12,782	106.5%	12,000	
TOTAL CAPITAL OUTLAY	189,935	200,215	171,098	85.5%	144,000	
Acct Class: 985 OTHER						
985.100 Transfer to Public Imp. Fund	25,000	576,000	400,000	0.0%	0	
990.000 Debt Payment	98,826	0	0	0.0%	0	
990.005 Interest Expense	593	0	0	0.0%	0	
992.000 Contingency	0	10,000	0	0.0%	10,000	
992.001 Emergency Cont. Fund	0	200	0	0.0%	200	
TOTAL OTHER	124,419	586,200	400,000	68.2%	10,200	
TOTAL EXPENDITURES	4,192,886	5,072,236	2,547,949	50.2%	4,722,762	
NET REVENUE/EXPENDITURES	144,809	(449,676)	1,961,649		\$ 194	
Fund Balance	1,892,998	2,037,806			1,588,130	
Net Fund Balance	\$ 2,037,807	\$ 1,588,130			\$ 1,588,324	
Maintain Fund Balance = to 4 months	\$ 1,389,295	\$ 1,498,745			\$ 1,574,254	

GRAND TRAVERSE METRO FIRE DEPARTMENT

2021 Budgeted Revenue/Expenditure Report



	Actual	Budget	YTD actual	% Bud	2021	
GRAND TRAVERSE METRO FIRE	2019	2020	June, 2020	2020	BUDGET	Notes
PUBLIC IMPROVEMENT FUND						
600.001 Acme Township - Cont.	0	0	0		28,004	
600.002 East Bay Twp. Contr	0	0	0		47,930	
600.003 Garfield Charter Twp.	0	0	0		72,487	
664.000 Earned Interest	2,070	1,000	1,545	154.5%	2,000	
675.000 Debt Proceeds	0	650,000	575,000	88.5%	350,000	New Tanker Truck
699.100 Transfer In - Fund Balance	25,000	576,000	400,000	69.4%	-	
TOTAL REVENUES	27,070	1,227,000	976,545	79.6%	500,421	
EXPENDITURES						
Acct. Class: 970 Capital Outlay						
976.001 Building Improvement	0	500,000	6,055	1.2%	0	
977.000 Machinery and Equipment	0	0	0	0.0%	0	
978.000 Vehicles Acquisition	41,133	750,000	680,503	90.7%	395,000	New Tanker and Chiefs
TOTAL CAPITAL OUTLAY	41,133	1,250,000	686,558	54.9%	395,000	Vehicle
Acct Class: OTHER						
990.000 Debt Payment	79,427	123,185	40,332	32.7%	296,783	
990.005 Interest Expense	9,641	17,583	4,202	23.9%	42,673	
992.000 Contingency	0	5,000	0	0.0%	5,000	
TOTAL DEBT SERVICE & OTHER	89,068	145,768	44,534	30.6%	344,456	
TOTAL EXPENDITURES	130,201	1,395,768	731,092	52.4%	739,456	
EXPENDITURES OVER REVENUE	-103,131	-168,768	245,453	-145.4%	-239,035	
Fund Balance	347,961	244,830	-		526,062	
Plus: Stall remodel (net 2020 pymts)		450,000				(if finance Sta#11 remodel)
Net Fund Balance	244,830	526,062			\$ 287,027	



**GT METRO FIRE DEPARTMENT
PROJECTED DEBT OBLIGATIONS THRU 2029
2020 BUDGET**



YEAR	DESCRIPTION ITEM	AMOUNT	Projected									
			Budget 2020	Budget 2021	2022	2023	2024	2025	2026	2027	2028	2029
Vehicle Replacement Plan - Cash payments												
	Admin Vehicles		100,000	45,000	45,000	-	-	38,000	38,000	40,000	40,000	40,000
	Station Squad Vehicles				60,000			60,000	60,000	60,000	60,000	60,000
2022	Truck 1 Refurb - pay cash				250,000							
Capital Purchases - Financing												
2018	Engine 11 - PIF 1st pymt 11/2018 6 yrs @ 0.0%	\$ 200,000	33,333	33,333	33,333	33,333	33,333	25,002				
	Principal		33,333	33,333	33,333	33,333	33,333	25,002				
	Interest											
	Total		33,333	33,333	33,333	33,333	33,333	25,002				
2016	Engine 11 - PIF 1st pymt 11/2018 6 yrs @ 3.55	\$ 300,000	47,752	49,470	51,250	53,093	41,070					
	Principal		47,752	49,470	51,250	53,093	41,070					
	Interest		7,983	6,265	4,485	2,641	731					
	Total		55,735	55,735	55,735	55,734	41,801					
2020	Engine 1 6 yrs @ 2.24%	\$ 575,000	42,100	91,580								
	Principal		42,100	91,580								
	Interest		9,600	11,108								
	Total		51,700	102,688	102,688	102,688	102,688	51,400				
2020	Station 11 Remodel 10 yrs at 2.2%	\$ 750,000										
	Principal											
	Interest											
	Total											
2021	New Tanker 6 yrs at 2.75%	\$ 350,000										
	Principal											
	Interest											
	Total											
2022	New Station 8 30 yrs at 3%	\$ 3,500,000										
	Principal											
	Interest											
	Total											
2022	Land for new Metro Station in Garfield Twp 10 yrs at 3%	\$ 300,000										
	Principal											
	Interest											
	Total											



**GT METRO FIRE DEPARTMENT
PROJECTED DEBT OBLIGATIONS THRU 2029
2020 BUDGET**



YEAR	DESCRIPTION ITEM	AMOUNT	Budget		Projected													
			2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030					
2023	New Tanker 9 6 yrs @ 3.5%	\$ 350,000																
	Principal/Int.																	
	Total																	
2024	Heavy Rescue Sta1 6 yrs @ 3.5%	\$ 600,000				64,930	64,930	64,930	64,930	64,930	64,930	64,930	64,930	64,930	64,930	64,930	64,930	64,930
	Total																	
2025	New Tanker 8 6 yrs @ 3.5%	\$ 350,000																
	Total																	
2027	New Ladder Truck 6 yrs @ 3.5%	\$ 1,200,000																
	Total																	
2029	New Tanker 6 yrs @ 3.5%	\$ 400,000																
	Total																	
2020-2021	Capital Fund -		240,768	300,456	389,456	433,455	467,191	559,318	508,030	466,305	577,880	692,680	636,680					
	Cash Pay		100,000	45,000	355,000	-	-	98,000	38,000	60,000	60,000	40,000	100,000					
	Principal		123,185	296,783	441,471	614,744	650,390	705,248	653,980	650,235	761,610	771,680	715,680					
	Interest		17,583	42,673	4,485	2,641	731	-	-	-	-	-	-					
	Total		240,768	384,456	800,956	617,365	651,121	803,248	691,960	710,235	821,610	811,680	815,680					
	Mills. : (3% increase in taxable value 2022-2030)		0.1363	0.2072	0.4191	0.3137	0.3212	0.3847	0.3217	0.3206	0.3601	0.3454	0.3370					
			1,765,943,075	1,855,255,626	1,910,913,295	1,966,240,694	2,027,287,914	2,088,106,592	2,150,746,748	2,215,272,241	2,281,730,408	2,350,182,320	2,420,687,790					

Ave. Millage over 10 yrs. 0.3331



**GRAND TRAVERSE METRO FIRE DEPARTMENT
CAPITAL PROJECTIONS - 10 Year Plan
2020 Budget - VEHICLES**

ACQUIRE DATE	DESCRIPTION	LOCATION	Actual Cost	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
2010	Ford Expedition - Chief (701)	Admin	51,855											
2008	GMC Yukon (702)	Admin	48,372		45,000									
2007	GMC Sierra Truck Fire Marshall (703)	Admin	29,619	40,000										
2006	2006 Chevy Colorado Truck (735)	Admin	19,429	30,000										
2007	GMC Sierra Pickup - FPB 760	Admin	29,619	30,000									40,000	40,000
2009	Chevy Sub L11 - PubEd	Admin	34,658			38,000								
2016	Ford Escape - 738	Admin	24,764							38,000				
2001	Chevrolet Suburban (Squad 14)	Station 12	33,411											
	Admin Vehicle Replacement Fund			100,000	45,000	45,000			38,000	38,000			40,000	40,000
2020	Pierce Enforcer Truck - Engine 1	Station 1	575,000	\$575,000										
2007	Pierce Ladder (Truck 1) - Refurb	Station 1	648,172			\$250,000								
2015	Ford Pick-up - Squad 1 (to Sq9)	Station 1	55,522			60,000								
2006	Sterling Tanker - T1	Station 1	187,942											400,000
1999	Rescue - Freightliner (R1)	Station 1	170,628					600,000						
2011	Metro Rescue Boat - 15' Seawolf	Station 1	11,951											
2011	ORV Trailer Kelley	Station 1	2,195											
2012	RTV - Kubota RTV500	Station 1	11,295											
2015	MTI - Special Ops Trailer	Station 1	12,128											
2010	Middlebury Enclosed Trailer - PubEd	Station 1	5,162											
2013	Rosenbauer - Engine 8	Station 8	600,022											
2001	Tanker - Freightliner (T8)	Station 8	162,350						350,000					
1996	Wildfire - Chevrolet (Brush 8)	Station 8	17,600											
2019	Kubota -	Station 8	15,968									60,000		
2018	Squad 8	Station 8	48,770											
2007	American LaFrance E9	Station 9	462,796											
2001	Tanker - Freightliner (T9)	Station 9	124,406				350,000							
2004	Chevrolet Suburban (Squad 9)	Station 9	35,600											60,000
1993	Watersupply-Ford 1 ton (9WS)	Station 9	17,704											
2001	Wildfire - Ford (Brush 9)	Station 9	26,833											
2017	Arctic Cat Bearcat 3000 LT	Station 9	9,750											
2019	Kubota	Station 9	15,968											
1993	Pierce - Engine 13 - Reserve	Station 9	45,000											
2018	Pierce Impel - Engine 11	Station 11	517,252											
2016	Ford - Squad 11	Station 11	48,300						60,000					
1983	Ford - Tanker 11	Station 11	22,709		350,000									
1991	SIM 1 tractor - Freightliner	Station 11	15,000											
2008	SIM 2 Playmor Simulator	Station 11	130,000											
2019	Kubota	Station 11	15,968											
1991	Metro Utility	Station 11	119,377											

**GRAND TRAVERSE METRO FIRE DEPARTMENT
CAPITAL PROJECTIONS - 10 Year Plan
2019 Budget - BUILDINGS & Other**



ACQUIRE DATE	DESCRIPTION	LOCATION	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	12 New SCBA's per year	Various							\$75,000	\$75,000	\$75,000	\$0	\$0
	Asphalt/Parking Lot repairs	Various	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000
	Garage Door Replacements	Various	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
1998	Administration Building												
	Training Tower							600,000					
	Generator	Admin		25,000									
	Roof Top Unit/HVAC	Admin		10,000									
2008	Station 1												
	Breathing Air Compressor - Cascade	Sta1			40,000								
	Roof Top Unit/HVAC	Sta1			10,000								
	Station 8												
	New Station	Sta8			\$3,500,000								
	Station 9												
	New Roof	Sta9							40,000				
	Floor Repairs	Sta9		65,000									
	Roof Top Unit/HVAC	Sta9				10,000							
	Station 11												
	Floor Improvement/Remodel	Sta11	750,000										
	Roof Top Unit/HVAC	Sta11				10,000							
2011	Station 12												
	Asphalt turn around	Sta12		40,000									
	Roof Top Unit/HVAC	Sta12						10,000					
	Roof Repairs	Sta12		35,000									
	Land for new Metro Station in Garfield Twp (LaFrazier/Hammond/Garfield)				300,000								
	Total Building Improvements:		\$ 765,000	\$ 195,000	\$ 3,865,000	\$ 30,000	\$ 25,000	\$ 630,000	\$ 130,000	\$ 95,000	\$ 90,000	\$ 20,000	\$ 15,000

**GRAND TRAVERSE METRO FIRE DEPARTMENT
CAPITAL PROJECTIONS - Admin Vehicles next 3 years
2021 Budget - VEHICLES**



AQUIRE DATE	DESCRIPTION	Mileage	Maintenance Costs	Actual Cost	2021	2022
VEHICLES:						
			last 3 years		2	3
2010	Ford Expedition - Chief (701)	120,975	\$ 3,113	51,855		45,000
2008	GMC Yukon (702)	151,719	\$ 8,460	48,372	45,000	
2001	Chevrolet Suburban (Squad 14)	179,400	\$ 1,420			

Issues:

2010	Expedition	Showing wear and tear.	purchase in 2022
2008	Yukon	Air leak passenger side due to accident; tires & brakes need to be replaced; Seats showing wear and tear.	purchase in 2021
2001	Suburban	Lots of rust; not reliable or used much.	Junk....will sell as is. Approx. \$1000

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

RESOLUTION 2020-19-T

**2021 BUDGET RESOLUTION FOR
GRAND TRAVERSE METRO EMERGENCY SERVICES
AUTHORITY**

Minutes of a regular meeting of the Board of the Charter Township of Garfield, held on the 8th day of September, 2020, at 6:00 pm.

PRESENT:

WHEREAS, The Township is an Incorporating Township of the Grand Traverse Metro Emergency Services Authority (“Metro”), incorporated under the authority of Public Act 57 of 1988, and

WHEREAS, Article XV of the Articles of Incorporation for Metro provides that Metro’s annual budget will be funded by contributions from each Incorporating Township in the following manner:

“The total taxable value of ad valorem real property taxes of all Incorporating Townships shall be determined for the current year (“annual district taxable value”) and a millage rate shall be determined (“uniform millage rate”) by utilizing the annual district taxable value as if it were the taxable basis for funding the proposed annual budgets of the authority.”

WHEREAS, Article XV of the Articles of Incorporation also states that:

“Each Incorporating Township shall be allocated its representative share of contribution by applying the uniform millage rate as determined on all ad valorem real property tax base of that Incorporating Township. The calculation is as follows:

$$\frac{\text{Proposed Budget}}{\text{Annual District Taxable Value}} = \text{“Uniform Millage Rate”}$$

WHEREAS, the “Uniform Millage Rate” for Metro’s 2021 Budget is calculated to be **2.45 mills**.

NOW, THEREFORE,

BE IT RESOLVED that the Township hereby commits to fund Metro's 2021 Budget year with a financial contribution equal to 2.45 mills times the Townships ad valorem real property tax value, which equates to \$4,545,377 (\$2,219,926 for Garfield; \$1,467,843 for East Bay; \$857,608 for Acme);

BE IT FURTHER RESOLVED, that the Township agrees to distribute all of this revenue to Metro by May 15, 2021.

BE IT FURTHER RESOLVED, that the Township can fund Metro's 2021 Budget obligation using any combination of a millage rate and general fund contribution as deemed financially beneficial to the Township.

Motion:

Second:

Ayes:

Nays:

Absent and Excused:

CERTIFICATE

I, Lanie McManus, the duly elected and acting Clerk of the Charter Township of Garfield, hereby certify that the foregoing constitutes a true copy of a Resolution of the Township Board for the Charter Township of Garfield, adopted during a meeting of the Township of Garfield Township Board, Grand Traverse County, Michigan held on September 8, 2020, at which meeting _____ members were present as indicated in said Minutes and voted as therein set forth and that all signatures affixed thereto are the genuine signatures of those so indicated, and that each signatory was duly authorized to affix his or her signature, that said meeting was held in accordance with the Open Meetings Act of the State of Michigan, and that due and proper notice of the meeting as required by law was given to the members of the Township Board, and that the minutes of said meeting were kept and will be and have been made available as required by said Act.

Dated: _____

Clerk, Charter Township of Garfield
Grand Traverse County, Michigan

Karen Leaver

From: Chuck Korn
Sent: Wednesday, September 2, 2020 5:04 PM
To: Karen Leaver
Subject: FW: Draft Agreement Between GTCDC & Garfield Twp
Attachments: Garfield Twp-GTCDC Agreement-Draft.DOCX; GFA Agreement - Signed.pdf

From: Steve Largent <slargent@gtcountymi.gov>
Sent: Friday, August 28, 2020 5:18 PM
To: Chuck Korn <ckorn@garfield-twp.com>
Subject: Draft Agreement Between GTCDC & Garfield Twp

Hi Chuck - Attached is a draft agreement regarding the Township covering GFA's fee for **design engineering services** on the Cass Road Drain project then having those fees credited to the Township's at-large assessment. I also attached the signed agreement between the GTCDC & GFA. Once again, the proposed agreement only covers Design Engineering services at this point. Look forward to hearing back from you next week. Hope you had a great weekend. Take care - S.

AGREEMENT FOR ADVANCE AND REPAYMENT OF FUNDS
CASS ROAD DRAIN PROJECT

This Agreement is entered into between the Charter Township of Garfield, 3834 Veterans Drive, Traverse City, Michigan 49684 (the "Township"), and the Cass Road Drainage District (the "Drainage District"), by the Grand Traverse County Drain Commissioner (the "Drain Commissioner"), 2650 LaFranier Road, Traverse City, Michigan 49686, in consideration of the following:

- A. The office of the Drain Commissioner has created the Cass Road Drainage District, comprised of public and private lands all of which are located within the boundaries of the Township.
- B. The office of the Drain Commissioner has been engaged in the study, review, design and engineering of projects to alleviate flooding in certain areas along Cass Road.
- C. On behalf of the Drainage District, and in reliance on the commitment of the Township to advance funds for this purpose, the Drain Commissioner has entered into an Engineering Services Agreement with GFA, consulting engineers, for services identified as Phase I Design Engineering Services, as well as for other services to which this Agreement does not apply.
- D. An Engineering Services Agreement between the Drainage District and GFA with last signature date of June 14, 2020 has been presented to and reviewed by the Township.
- E. For the mutual benefit of the Township and the Drainage District, the Township is willing to advance funds to the Drainage District in the form of paying the fees incurred by the Drainage District for Phase I Design Engineering Services under the Engineering Services Agreement, to be reimbursed by the Drainage District in the manner provided by the Drain Code of 1956 (the "Drain Code") and this Agreement.
- F. Pursuant to the Drain Code, including Sections 434 and 479 thereof, the Drainage District is authorized to accept such an advance of funds for the purpose of engineering services and other purposes of the Drainage District, and to enter into a contract for repayment of such funds.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Advance of Funds; Direction to Proceed.
 - (a) The Township shall advance to the Drainage District an amount not to exceed Forty-Six Thousand Two Hundred and 0/100 Dollars (\$46,200.00), without

interest, by the Township paying the invoices for Phase I Design Engineering Services performed by GFA and its subconsultants pursuant to the Engineering Services Agreement.

- (b) Advances shall be made by the Township making timely payments on behalf of the Drainage District directly to GFA for fees incurred under the Engineering Services Agreement, in the amounts and on the schedule provided for in that agreement.
- (c) Upon approval of this Agreement by the Township, the Drain Commissioner shall direct GFA to proceed with its work.

2. Changes in Contract Price or Scope.

- (a) The Township shall not be responsible to advance funds in excess of Forty-Six Thousand Two Hundred and 0/100 Dollars (\$46,200.00) as a result of a change in contract price as provided for by the Engineering Services Agreement, unless the Township has given its prior written consent for the increased contract price.
- (b) In accordance with the Engineering Services Agreement, the Drain Commissioner shall retain the authority to reduce the scope of the services provided in the Engineering Services Agreement but shall not do so except upon fourteen (14) days prior notice to and consultation with the Township.

3. Repayment.

- (a) The Drainage District hereby pledges the full faith and credit of the Drainage District to repayment of amounts advanced by the Township under this Agreement, without interest. The advance shall be repaid first by application against any assessments levied in this Drainage District against the Township at large, resulting in a proportionate reduction, if applicable, in installments of drain assessments levied against the Township. To the extent such credit is insufficient, reimbursement shall be made out of drain assessments against public corporations at large, against lands in the Drainage District, or out of the proceeds of drain orders, notes, bonds issued by the Drainage District pursuant to the Drain Code, or out of other available funds.
- (b) Repayment by credit shall be given when the assessments for the project are approved and final, and to the extent that credit against the Township's assessment is not sufficient to provide reimbursement, then when revenues from other assessments or the proceeds of borrowing are collected and available.
- (c) It is acknowledged by the Township that this full faith and credit pledge is that of the Drainage District only, and the Agreement does not constitute any obligation of the County of Grand Traverse.
- (d) This Agreement shall not restrict in any manner the ability of the Township to levy special assessments or otherwise recover the cost of any at large assessment levied

instead, and shall not constitute any waiver of any rights of the Township with respect to drain assessments or otherwise

4. Amendment. This Agreement may be amended only by a written document duly authorized by the parties.

CHARTER TOWNSHIP OF GARFIELD

Dated: _____, 2020

By: _____
Chuck Korn
Supervisor

By: _____
Lanie McManus
Clerk

CASS ROAD DRAINAGE DISTRICT

Dated: _____, 2020

By: _____
Steve Largent
Drain Commissioner



Engineering
Surveying
Testing &
Operations

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

Mr. Steve Largent, Drain Commission
Grand Traverse County Drain Commission
400 Boardman Ave, Ste. 200
Traverse City, MI 49684

RE: Engineering Services for Cass Road Corridor – Stormwater Improvement / Drain Project

Dear Mr. Largent:

Thank you for the opportunity to submit this proposal for engineering services for the referenced project. In addition to GFA staff, our project team also includes GEI Consultants of Michigan, P.C. (GEI), which specializes in ecological, regulatory, and stream/water modeling services. Our entire team has had extensive involvement of this project from origination in 2015 to current and we believe very well positioned to ensure a successful completion. This proposal letter presents our scope of services, fee, time schedule, and "Standard Terms and Conditions." Should you have any questions regarding the information contained herein please do not hesitate to contact us.

Project Description

A need to provide an upgraded stormwater management system that services the Cass Road area was identified in 2015 as the area was susceptible to frequent flooding and water ponding events along with undersized culverts. The specific areas of concern is the corridor along Cass Road south of South Airport Road and two (2) locations where Miller Creek crosses Cass Road and the Railroad. The GTC Drain Commission began by establishing a new drainage boundary and Special Assessment District (SAD) to cover the construction and maintenance expenses of the project. Spicer Engineering Consultants was hired as the profession firm retained to design and permit the project. A group of stakeholders were also involved in the project offering input and review including the Grand Traverse Road Commission, Garfield Township, GFA (as the Township Engineer), GEI (as the GTCDC ecological and hydraulic consultant) and community members at large. Over the years the scope of the project evolved along with high project costs which in turn reflected poor public support of the project and led to the project being put on hold in 2019.

In 2020 of this year, the Drain Commission elected to move forward with the project in phases with scope based upon priority using GFA and GEI as the professional consultants. The phases and scopes are identified as follows:

Phase I: Final design, hydraulic model updates, Department of Energy, Great Lakes and Energy (EGLE) regulatory permitting, bidding and construction of the overflow berm on County Property and replacement of the Railroad and Cass Road Drain culverts.

Phase II: Hydraulic and design evaluation of the stormwater management system that was previously prepared by Spicer. This would include report on findings and recommendations / cost estimates for alternate options.



Scope of Services – Phase I

Design Phase Services

GFA will utilize information provided to the County Drain Commission by Spicer (dated 4-29-2020) to prepare final permit and construction drawings. Based upon review of the files and discussions with the Drain Commission, the following information will be reviewed and updated prior to soliciting bids. This scope of services to be provided are noted below.

Topographic Survey / Hydraulic Model Updates

Based upon GFA's review of the information provided by Spicer and discussions you and GEI had with Ms. Robyn Schmidt (EGLE), there needs to be further evaluation of the HEC-RAS modeling of the proposed berm north of Miller Creek. Recent discovery of the Cass Road Drain discharge just west of Cass Road also needs to be included in hydraulic modeling of the system. This information needs to be submitted to EGLE so they can complete their processing of the previously submitted Joint Permit Application and issue a permit for the requested regulated activities. These scope services are broken up and presented below:

A. Topographic Survey

Additional topographic survey data needs to be collected to provide a more complete and accurate depiction of the site and to more accurately run and assess the hydraulic model for this area. Additional survey is needed within an approximate 7 acre area to collect more elevation shots that will be used to enhance the existing 1' contour grid for input into the hydraulic model. Current data was a mix of field survey data and LIDAR which provided insufficient results, in particular where low lying areas may redirect surface flow paths. Available survey data is limited to the Miller Creek Floodplain and industrial storage area which is sufficient to evaluate berm heights and flood storage. However, minimal data south of Miller Creek on the right bank (looking downstream) was provided and needed. In addition, based upon recent maintenance of the area that was performed by the Drain Commission, an existing 10" drain tile is now functional and needs to be accounted for in the hydraulic model. GFA's team will field locate this tile to determine location and capacity which will also be added to the hydraulic model to evaluate impact to the site.

B. Hydraulic Modelling updates / EGLE Coordination:

Our Subconsultant GEI will update the existing HEC-RAS model with the topographic data collected by GFA. They will then evaluate the model to determine if changes to the proposed berm height and width can be made to address concerns previously discussed with EGLE. Where appropriate changes will be made to the berm, documentation provided to justify the proposed or revised dimensions, and resubmitted to EGLE for continued processing and anticipated issuance of a permit. The scope of services will include:

1. GEI's hydrologist/water resource engineer, Mr. Sam Prentice, will review and update Spicer's modeling of the diversion berm to the north to justify its height. Recent sites show that the berm does not need to be several feet higher than the adjacent ground, and may be



able to be 2 feet or less since the right descending bank of Miller Creek shows recent evident signs of overbank flow going to the south (and not to the north). The hydraulic model will be updated to include topographic data collected and drain tile to reflect a more accurate model.

2. GEI's wetland/aquatic biologist, Mr. Stu Kogge along with Mr. Prentice, will determine if further adjustment need to be or can be made to the berm to better address EGLE's ecological concerns. Justification as to the proposed dimensions will be prepared.
3. Submit revised plan and cross-sectional view of the proposed berm, justification for the berm, and additional requested items to EGLE to complete the permit application package.
4. If necessary, GEI will meet with EGLE to further discuss and justify the concept of constructing a low level berm across the northern end of the newly acquired County Property and likely onto the adjacent property to the north so as to extend from the existing berm west to tie into the western hillside (max ~200 feet)
 - o Goal is to construct low enough in elevation to still be wetland so there is no permanent or net loss of wetland
 - o Provide EGLE sufficient documentation to show the berm is only as high as it needs to be to divert flow away from moving north and reflooding and adversely impacting properties to the north and east of the existing Cass Road drain basins.
 - o Address additional EGLE comments, including a demonstration of expected flood elevations and frequency of those events to adjacent and affected properties, and what impact the already permitted culvert replacements will have on the flow through the property, in any.

Final Plans and Specifications

The GFA staff will provide final design phase services and make applicable update to the electronic plans and specifications provided by Spicer. Attendance at meetings and associated documentation will also be provided as may be needed over the course of this process. The scope of services are identified below:

~The GFA team will make revisions to the plans and specifications to account for the following:

1. Final comments from the Grand Traverse County Road Commission
2. Comments received from the bidder contractors, GFA and other regulatory agencies in 2019 when project was originally bid out
3. Findings from the HEC-RAS modelling updates and EGLE comments
4. Updates to the plans and specifications to reflect Phase I project (Overflow and culvert crossing upsizing at Cass road and RR) only and elimination of any reference to Phase II (Cass Road Corridor upgrades). This will include updates to the Phase I plan and specifications for hydraulic elements including culvert replacements, streambed material placement within culverts, and in-stream grade control structures.

~Review final plans with Garfield Township, Grand Traverse County Road Commission and Grand Traverse County DPW, Grand Traverse County Drain Commission and make changes as necessary for final approval prior to bidding.

~Prepare an updated Opinion of Probable Construction Costs (OPCC)



~Reviewing the status of the following permits and process as applicable.

- a. MDOT Railroad – to be completed by Spicer
- b. EGLE JPA (Culverts) – Issued
- c. EGLE Act 399 - Issued
- d. EGLE JPA (Overflow) – Pending
- e. Grand Traverse County Road Commission - Pending
- f. Grand Traverse County Drain Commission - Pending
- g. Grand Traverse County Soil Erosion and Control - Pending

Bidding Phase Services

During the construction phase, the GFA Team will provide the following services:

1. Reproduce sets of plans, specifications and bid documents.
2. Place advertisement in newspaper and MITA (Michigan Infrastructure & Transportation Association) (advertising costs to be paid for by the Grand Traverse County Drain Commission).
3. Mail bid package to contractors.
4. Assist Owner with soliciting bids from construction contractors.
5. Answer questions from prospective bidders.
6. Issue addenda, as required, during the bidding phase.
7. Conduct bid opening.
8. Review bid proposal and make recommendations regarding award of contract.
9. Prepare documents for award of Contract and Construction Agreement.

Construction Phase Services

During the construction phase, the GFA Team will provide services to monitor that the project is constructed in accordance with the plans, contract documents, and applicable permits. Construction phase services will be provided in the follow sub-categories:

Construction Staking/Layout

Construction staking and layout will include survey crew services to field locate the project features to be constructed in accordance with the final engineering plans. Survey stakes will provide the contractor with instructions regarding, location, alignment and grade of the components to be constructed.

Scope will also include location, staking and verification of established easements

Construction Observation/Materials Testing

On-site observation services will be provided by both GFA and GEI certified inspectors during construction of the project. Construction observation services will be crucial to assure that construction is completed



in accordance with the approved plans, contract documents and permits. As part of the work scope, in accordance with the contract documents, observation staff will be responsible for performing the following general tasks:

- Track construction quantities and document construction through the use of County approved daily reports.
- Review project materials delivered to the construction site to ensure compliance with design documents and/or contractor submittals and “shop drawings”.
- Maintain day to day contact and communication with the County and contractor personnel.
- Effectively address concerns or questions regarding the project as they may arise.
- Perform testing on construction materials associated with the project such as concrete, asphalt, aggregates, and compaction of granular materials for trench backfills.
- Observe and/or evaluate possible utility, subgrade, or other conditions that may differ from information available during design. If such conditions are exposed during construction, construction observation staff will consult with construction engineering personnel to make appropriate recommendations.
- Observe and evaluate hydraulic project elements include culvert placement, streambed material placement within structure, and in-stream grade control structures.
- Perform soil erosion and sedimentation control inspections as may be required. A MDEQ certified storm water operator will be provided to complete these inspections.
- Perform GPS and field survey collection of utility infrastructure including watermain relocation and culvert installation for use to create record drawings.

This proposal and associated fee estimate includes an allowance of 280 construction observation hours for the duration of the project construction. However, we note that the actual time required for construction will be highly dependent upon the final scope of the construction and the contractor (unknown at this time) staff ability to complete the work in a reasonable and timely manner. As a result, construction time required may exceed the hours assumed in this proposal. In this event, GFA would provide construction services on an hourly as-needed basis for completion of the work.

Contract Administration/Construction Engineering

Contract administration and construction engineering (CA/CE) includes services to be provided by GFA engineering and/or project management staff during the construction process. General CA/CE duties for the project will include:

- Obtain and review of final executed contracts, bonds and insurance documents from the selected contractor on behalf of the County.
- Coordination and attendance at a pre-construction meeting.
- Progress meetings and site visits by project management or construction engineering staff. A regular progress meeting schedule will be developed with the County and contractor once construction activities commence. It is anticipated that construction engineering staff (in addition to construction observation) will be on-site once per week, or as-needed, during construction.



- Review of 'shop drawing' and material submittals by the contractor for conformance with construction components identified in the design documents.
- Document preparation for change orders (contract modifications) as applicable.
- Respond to contractor requests for information in accordance with the contract documents.
- Prepare supplemental design materials as may be necessary.
- Interpret and apply conditions in the contract documents as it relates to circumstances which may arise during the construction process.
- Prepare 'punch list' documentation for the applicable construction components and coordinate final inspections.
- Prepare construction certification documents as required by the County, MDNR and permitting agencies.
- Preparation of construction record drawings at the conclusion of construction. As built will be prepared using survey and GPS data collected in the field
- Provide assistance with final project close out documents and file review process including bonds, warranty and liens.

Scope of Services – Phase II

Research, Evaluation and Report Services

GFA will be utilizing information provided to the County Drain Commission (Spicer) dated 4-29-2020 for use to evaluate the Cass Road Corridor portion of the project. Based upon review of the files and discussions with the Drain Commission, the following information has been noted to be reviewed and evaluated. This scope of services to be provided are noted below.

Hydraulic Model Review and Updates

GFA will conduct a review of the SWMM hydraulic model that was prepared to determine the baseline and design standards input by Spicer that were utilized to design the 4-29-2020 proposed improvements within this Corridor. In addition, GFA will update the model with topographic data collected from Phase I including the 10" drain tile and grade elevation shots in the vicinity to reflect a more accurate representative model of the area. GFA will then perform several reiterations of alternatives including varying storm events to be simulated to determine other alternatives for review and consideration.

Cost Estimates and Report

GFA will prepare cost estimates for the alternatives and incorporate in a written report for review by the Drain Commissioner. The report will summarize the original Spicer design and model data and alternatives evaluated by GFA for side by side comparison to assist the Drain Commissioner with options on improvements to implement in the future.



Clarifications and Assumptions

The project fee budget is based on the following assumptions drawn through our understanding of the project requirements. Specific work items listed in this section will NOT be included in the scope of services as they have already been completed by Spicer and provided to client for use (unless otherwise noted) :

- Wetland location, determination, mitigation, and permitting.
- Boundary survey work.
- Right of way or easement acquisitions.
- Payment of Agency Permit fees to be responsibility of Drain Commissioner
- Soil Borings, and environmental Reviews, Impact Statements, or Reports, other than as described in the above scope of services
- SAD fee
- Bidding and Construction Services not included for Phase II

Responsibilities of Client/Owner

The Client/Owner shall furnish the following minimum information as necessary in reference to the Project:

- Electronic files (if any) of previous survey or design work for the subject property.
- Property description where the Project lies outside public rights-of-way or similar lands where creation of this information is not part of the Consultants Services as specifically stated herein or previously provided.
- Deed or other land use restriction information where the Project lies outside public rights-of-ways unless the Consultant's services include research and/or preparation of such information as specifically stated herein or previously provided.
- Property boundary, easement, right-of-way or other information associated with the Project and not part of the Consultants Services as specifically stated herein or previously provided.
- All information available for the Project regarding explorations, tests, subsurface conditions, environmental assessments/audits/impact statements, and any interpretations thereof not part of the Consultants Services as specifically stated herein or previously provided.
- All information, as the Client/Owner becomes aware of, with regard to hazardous environmental conditions or materials that might affect the Project or Project site.
- Current title work that will identify any existing easements, restrictions or other encumbrances that could impact the work Proposed.
- Application fee(s) are not included in this proposal and will be the responsibility of the Client/Owner.

Additional Services

Any work or materials desired by the GTDCDC in addition to the work scope, described above, can be completed by GFA on an hourly time and material basis in accordance with the current billing rates or as a revision to this proposal with written approval from the County.



Time Schedule

The GFA/GEI team can commence services immediately. Final design phase services shall be completed as necessary for an anticipated 2020 fall bidding schedule.

Fee

The GFA/GEI Professional Services team will perform the services under this agreement on a lump sum basis with the following fees based on the above scope discussion:

PHASE I: Professional Services

Design Engineering	
Additional Topographic Data Collection	\$8,000
Hydraulic Model Updates	\$6,700
Ecological Documentation, Permit Revisions, EGLE Meeting and Discussions	\$4,500
Finalize Plans Sheets and Specifications	\$24,500
Bidding / Contractor Q&A	\$2,500
Subtotal	\$46,200
Construction Engineering	
Construction Staking	\$16,000
Full Time Construction Observation and Material Testing*	\$47,500
Construction Management including site visits and progress meetings	\$18,250
Closeout and Record Drawings	\$7,500
Subtotal	\$89,250
Phase I Total	\$135,450
PHASE II: Professional Services	
Hydraulic Model and Design Computation Review	\$8,250
Hydraulic Model Updates	\$4,400
Alternative and Cost Estimates	\$2,800
Report on Findings	\$3,500
Phase II Total	\$18,950
Phase I & II Total	\$154,400



Contract Terms and Conditions

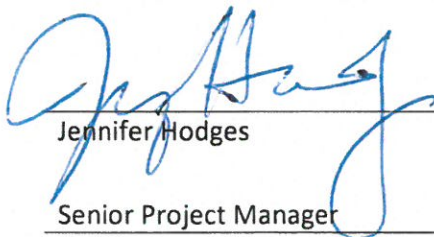
Exhibit 1 (attached), "Standard Terms and Conditions," dated September 2017 is incorporated into this proposal by reference.

Acceptance

If this proposal is acceptable to you, please sign where indicated below, initial page 3 of Exhibit 1 "Standard Terms and Conditions" and return a copy, of both, to our attention. Receipt of this signed proposal will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you in the very near future on this project.

GFA

CONSULTANT

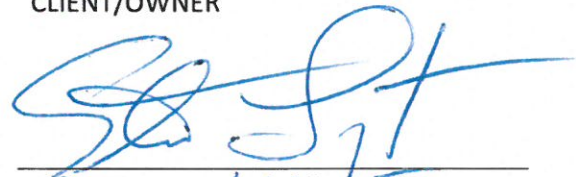


Jennifer Hodges

Senior Project Manager

May 30, 2020

**Grand Traverse County Drain
Commission**
CLIENT/OWNER



STEVE LAMBERT


G.T. County Drain Comm.

6/18/2020

(Signature)
(Name)

(Title)

(Date)



Brian M. Boals, P.E.

Director of Engineering

May 30, 2020

(Signature)
(Name)

(Title)

(Date)

Attachments: Exhibit 1 – Standard Terms and Conditions
Exhibit 2 – 2020 GFA Billing Rate Schedule



EXHIBIT 2
2020 BILLING RATES

Classification	Hourly Rate	Classification	Hourly Rate
Director of Engineering	\$145	Director of Surveying	\$150
Senior Project Manager	\$135	Professional Surveyor IV	\$150
Project Manager	\$125	Professional Surveyor II	\$125
Structural Engineer	\$130	Professional Surveyor I	\$110
Project Engineer	\$110	Project Surveyor	\$85
Design Engineer	\$95	Survey Crew Chief	\$75
Project Specialist	\$100	Survey Crew Person	\$60
Design CAD Leader	\$95	1 Person Survey Crew	\$95
Design CAD Technician III	\$90	GPR Technician	\$90
Design CAD Technician II	\$85	Wetland Scientist	\$90
Design CAD Technician I	\$75	Senior Testing & Inspection Technician	\$90
GIS Technician	\$90	Testing & Inspection Technician II	\$75
MDOT Office Technician	\$90	Testing & Inspection Technician I	\$65
Construction Layout Technician	\$70	Operations & Maintenance Technician II	\$80
Business Development/Marketing Manager	\$90	Operations & Maintenance Technician I	\$70
Marketing Coordinator	\$75	Controller	\$105
Licensed UAV Pilot	\$100	Project Manager Assistant	\$70
		Administrative Assistant	\$60

REIMBURSABLE CHARGES

Reimbursables such as off-site printing, postage, permits, sub consultants, rentals, etc. will be invoiced at cost plus 15%.
Expert Witness Testimony & Preparation will be invoiced at 1.5 x billing rate

Prints, Plots & Copies	B & W	Color	Survey Equipment Rental Cost	
8½ x 11	\$0.10	\$0.20	C10 Scanner	\$1,500 Day
8½ x 14	\$0.15	\$0.30	C10 Scanner	\$1,000 4 Hours
11 x 17	\$0.20	\$0.40	C10 Scanner	\$400 Hour
24 X 36	\$3.00	\$6.00	Digital Level	\$30 Day
Other Sizes	\$.50 SF	\$1.00 SF	Static GPS Rental (Per Receiver)	\$150 Day
Binding	\$3.00	\$3.00	Robotic Total Station	\$30/Hour, \$200/Day
			Real Time GPS	\$30/Hour, \$200/Day
Travel			ATV or Snowmobile	\$350 Day
Mileage	\$0.580 Mile		UTV or Side by Side	\$495 Day
Per Diem (Day)	\$121.00 Day		Hydrographic Sounder (Single Beam)	\$350 Day
			Hydrographic Sounder (Multi Beam)	\$650 Day
Misc.			Echo Boat (Remote Controlled)	\$500 Day
Postage/Shipping Costs	Cost Plus 15%		Surveyor Boat I - 14'	\$175 Day
Permit Fees	Cost Plus 15%		Surveyor Boat II - 16'	\$300 Day
Computer	\$14.00 Day		Surveyor Boat III - 22'	\$400 Day
Rentals	Cost Plus 15%		Surveyor Kayak	\$25/\$100 Day/Week
Generator	\$25.00 Hour		Lath	\$0.55 Each
			Curb Stakes and/or Slope Stakes	\$0.49 Each
Materials Testing Equipment			Station Stakes	\$0.98 Each
Beam Breaker	\$50 Day		Concrete Monuments	\$10.00 Each
Concrete Beams	\$25 Each		Re-Bar	\$1.00 Each
Coring Machine	\$75 Day		Pipe Locator	\$50 Day
12" Core Bit Extractor	\$100 Day		Ground Penetrating Radar	\$380 Day
Concrete Cylinder	\$20 Each		charge per hour after 8 hours	\$90 Hour
Nuclear Density Gauge	\$54 Day		Aerial Imaging/UAV	\$100 Day
O & M Equipment	Daily Rate	Weekly Rate	Monthly Rate	
Portable Sampler	\$40	\$200	\$450	
Portable Flow Meter	\$50	\$275	\$600	
Fresh Air Blower	\$20	\$100	\$165	
Gas Meter	\$15	\$75	\$165	
Tripod with Harness	\$15	\$75	\$165	
Rain Gauge with Data logger	NA	\$275	\$600	
Sludge Blanket Meter	\$5	\$25	\$55	
Pilot Tube & Gage	\$15	\$75	\$165	
D. O. Meter (portable)	\$20	\$100	\$165	

12/18/2019



1) Basic Services

The Consultant will provide, or directly or via subcontractor, the services set forth in the attached Proposal Letter and any subsequent services set forth in Client/Owner approved Authorization for Additional Services. Client/Owner shall pay the Consultant for such services in accordance with this Agreement.

2) Client/Owner Responsibility

The Client/Owner shall provide the Consultant with all available criteria and information regarding the Client/Owner's requirements for the Project including design objectives and performance requirements. The Client/Owner shall furnish copies of any documentation standards, if any, along with the required information noted in the Proposal Letter. The Client/Owner shall provide for safe access to the Project site and make provisions for access to public and private property as required for the Consultant to perform the stated services. The Client/Owner shall provide examination of information from the Consultant and render timely decisions pertaining thereto.

The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client/Owner, including services and information provided by other design professionals or consultants directly to the Client/Owner. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

3) Time for Rendering Services

This Agreement shall remain in effect until terminated as provided herein. The time for performing services or providing deliverables will be as stated in the Proposal Letter or as adjusted by subsequent Authorizations. For the purposes of this Agreement the term "day" means a calendar day of 24 hours. The time for a Consultant's performance will be extended to the extent performance was delayed by causes beyond the control of the Consultant.

4) Termination or Suspension

If the Consultant's services are delayed or suspended by the Client/Owner for more than 30 days, through no fault of the Consultant, the Consultant shall be entitled to adjustments in rates or amounts of compensation to reflect incremental costs incurred due to the delay.

Either party may terminate this Agreement upon 30 days' notice of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. The Agreement will remain in effect if the party receiving such notice begins to correct its failure within seven days of receiving such notice and proceeds diligently to cure such failure within no more than sixty days.

If the Client/Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give seven days written notice to the Client/Owner. In the event of suspension of services, the Consultant shall have no liability to the Client/Owner for delay or damage caused the Client/Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

5) Payments to Consultant

The Consultant shall prepare invoices for the Consultant's services in conjunction with the Project. Invoices will be prepared using the Consultant's standard format at least monthly and/or at the end of the Project. Invoices will include fees for reimbursable expenses at a rate of cost plus fifteen percent (15%). Invoices are due and payable upon receipt. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1½ % per month (18% per annum) or the maximum rate allowed by law.

In the event of disputed or contested invoices only the contested portion shall be withheld from payment; the undisputed portion shall be paid. In the event of termination, the Consultant shall be paid for all authorized services performed or furnished and all reimbursable expenses incurred up to the effective date of termination.

In the event of legislative action that imposes taxes, fees or costs on the Consultant, the Client/Owner shall be invoiced those taxes, fees or costs in addition to the Consultant's fees and reimbursables.

6) Standard of Performance

The standard of care for all professional Consultant and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied under this Agreement or otherwise, in connection with Consultant's services.

The Consultant shall serve as Client/Owner's prime professional under this Agreement. Consultant may employ such sub-consultants as Consultant deems necessary to assist in the performance of the services stated herein. Consultant shall not be required to employ any sub-consultant unacceptable to Consultant.



During the construction phase of the project, the Consultant shall not supervise, direct, or have control over a Contractor's work. The Consultant shall not have authority over the means, methods, techniques, sequences, or procedures of construction selected by the Contractor. The Consultant shall not have authority over the safety precautions and programs of a Contractor nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing work associated with Project. Consultant shall not guarantee the performance of any Contractor with regard to the Contract Documents.

The Consultant shall not be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the plans and specifications prepared by the Consultant. The Consultant shall not have control over or charge of, and shall not be responsible for, acts of omissions of the Contractor or of any other persons or entities performing portions of the construction work.

It is understood that if the Consultant is not under authorization for supplying Construction Phase services that the Client/Owner assumes all responsibility for interpretations of the Contract Documents and waives any claims against the Consultant connected thereto.

7) Contractor Submittals

The Consultant may review the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by the Consultant. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

8) Construction Observation

If requested, the Consultant shall visit the project construction site to generally observe the construction work and answer any questions that the Client/Owner may have. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents. If the Client/Owner desires the Consultant to perform more frequent or

comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid the Consultant for performing such service.

9) Jobsite Safety

Neither the performance of the services by the Consultant, nor the presence of the Consultant at a project construction site, shall impose any duty on the Consultant, nor relieve the construction contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client/Owner agrees that the construction contractor shall be solely responsible for jobsite and worker safety.

10) Responsibility for Construction

Evaluations of the Client/Owner's project budget, the preliminary estimate of construction cost and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's judgement as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Client/Owner has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client/Owner's project budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

11) Use of Documents

All Documents are instruments of service. Consultant shall retain copyright ownership therein (including right of reuse at the discretion of the Consultant) whether or not the Project is completed.

Digital project documents may be available to the Client/Owner in .pdf or .dwg formats using the Consultant's current software. Release of any digital Documents requires the Client/Owner to accept the terms and conditions stated in the Consultants "Digital Information Release Agreement".

The Client/Owner may make and retain copies of Documents for information and reference in connection the Project. Such documents are not to be used by



Exhibit 1 – Standard Terms & Conditions

Client/Owner or others on extensions of the project for which they were prepared or on any other project. Any such reuse or modification, without written verification or adaptation by Consultant will be at the Client/Owner's sole risk and without liability or legal exposure to Consultant or Consultant's sub-consultants.

12) Controlling Law

This Agreement is governed by, and subject to, the laws of the State of Michigan. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the State of Michigan and agree that such litigation shall be conducted only in the courts of Grand Traverse County, Michigan and no other courts, where this Agreement is made or performed or where the parties may reside.

13) Successors, Assigns, and Beneficiaries

The Client/Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to this Agreement. Neither the Client/Owner nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without written consent of the other unless such assignment, subletting or transfer is mandated or restricted by law.

14) Dispute Resolution

The Client/Owner and Consultant agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice.

Any claims or disputes made during design, construction or post-construction between the Client/Owner and Consultant shall be submitted to non-binding mediation. Client/Owner and Consultant agree to include similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

15) Allocation of Risk

To the fullest extent permitted by law, Client/Owner and Consultant:

- (1) waive against each other, and the other's employees, offices, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and
- (2) agree that Consultant's total liability to Client/Owner under this Agreement shall be limited to

the amount of the Consultant's fee. Consultant's liability shall be limited only to those damages resulting directly from Consultant's negligence.

The parties acknowledge that Consultant's scope of services does not include any services related to hazardous environmental conditions. If such conditions are encountered the Consultant may, without liability, suspend services.

16) Waiver of Consequential Damages

The Consultant and Client/Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either due to either party's termination of this agreement.

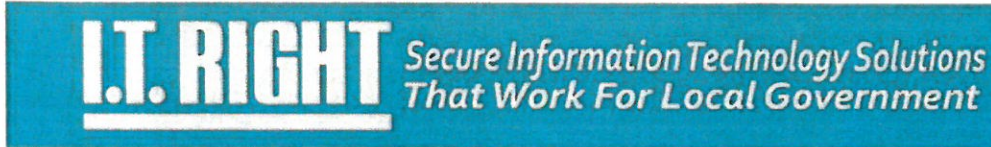
17) Waiver of Subrogation

The Consultant and Client/Owner waive all rights against each other and any of their contractors, subcontractors, consultants, agents and employees, each of the other, for damages caused by fire, or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work. The Consultant and Client/Owner, as appropriate, shall require of their contractors, subcontractors, consultants, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policy shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18) Applicability of Continuing Agreement

The terms and conditions set forth in this Agreement apply to each future authorization for services unless specifically modified. In the event of conflict between language herein and future authorization language, the authorization language shall take precedence for that authorization. Modifications to this Agreement shall be made in writing and copied to all parties. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding. Such stricken provisions shall be reformed to replace the stricken provision with one that is enforceable and is as close as possible to expressing the intention of the original.

_____(Owner's Initials)



This Agreement is made effective as of _____ by and between _____, and I.T. Right, of 5815 East Clark Road, Bath Michigan 48808.

In this Agreement, the party who is contracting to receive services shall be referred to as "The Client", and the party who will be providing the services shall be referred to as "I.T. RIGHT". I.T. RIGHT has a background in Computer technology and is willing to provide services to The Client based on this background. The Client desires to have services provided by I.T. RIGHT.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

Beginning on 09/01/2020 I.T. RIGHT will provide the following services (collectively, the "Services"): Repair and maintenance of computer equipment and the computer network. This includes the existing computers and related network equipment within the client's office(s).

2. SERVICES NOT COVERED.

I.T. Right reserves the right to charge an hourly rate for labor related to the design and implementation of new equipment or technologies. The client will be notified ahead of time of any extra charges involved before the work is started. Projects expected to exceed Eight (8) hours of labor including but not limited to the replacement of servers are considered new technology, are not covered under this contract and will be billed separately.

3. Services Not Provided. I.T. Right will not provide structured cabling services. I.T. Right will not climb into ceilings, attics or crawlspaces. I.T. Right will not climb upon roofs, trees or polls; or use equipment like tall ladders or bucket trucks to service or replace equipment.

4. Third Party Support Agreements. To the extent that I.T. Right is asked to support third party software or hardware; The Client agrees to maintain appropriate support agreements with the manufacturers or resellers of those products such as software support contracts and/or onsite extended warranties for applicable hardware.

5. PAYMENT. The Client will pay an annual fee to I.T. RIGHT for the Services in the amount listed in the payment schedule (Appendix A). This fee shall be payable in full within 30 days unless otherwise notated in this document.

6. PERFORMANCE OF SERVICES. I.T. RIGHT shall determine the manner in which the Services are to be performed and the specific hours to be worked by I.T. RIGHT. The Client will rely on I.T. RIGHT to work as many hours as may be reasonably necessary to fulfill I.T. RIGHT's obligations under this Agreement.

7. INDEMNIFICATION. Client shall indemnify, defend and hold harmless I.T. RIGHT, its directors, officers and employees from and against any and all claims, losses, damages, liabilities costs and expenses, including reasonable attorneys' fees, that arise out of, result from or are related to (i) a breach by Client of any warranty, representation or covenant set forth herein, (ii) Negligence or willful misconduct of the client, it's employees or other contract agents. (iii) Client's refusal to accept, for any reason, reasonable industry standard security recommendations.

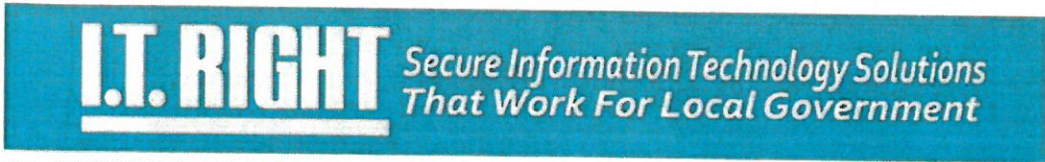
8. INSURANCE. During the Term, I.T. Right shall procure and maintain the following insurance coverage: (a) workers' compensation and employer's liability insurance as required by the laws of the State in which the Services are being performed, (b) comprehensive general liability insurance in the amount that is commercially reasonable with respect to the Services, and (c) cyber-liability insurance in the amount that is commercially reasonable with respect to the Services. The Client shall not rely exclusively on I.T. Right for insurance or as an insurance provider; but shall procure and maintain its own insurance coverage (or agree to accept risk itself) as follows: cyber-liability insurance in the amount that is commercially reasonable with respect to The Client's servers, hardware, software, data and/or computer networks.

9. THIS SECTION INTENTIONALLY LEFT BLANK.

10. CLIENT NEW PROJECT APPROVAL. I.T. RIGHT and The Client recognize that I.T. RIGHT's Services will include working on various projects for The Client. I.T. RIGHT shall obtain the approval of the Client prior to the commencement of a new project.

11. Site Liaison/Primary Contact. The Client agrees to assign one employee or elected official to be the primary contact person to I.T. Right. The roll of the Primary Contact shall be to, (i) Meet and discuss with I.T. Right status of projects and initiatives (ii) Communicate to I.T. Right the decisions of The Client including but not limited to technology policies and their enforcement, (iii) Approve quotes or communicate the same to I.T. Right. Should the client fail to appoint a Primary Contact, The Client agrees that I.T. Right may work with any elected official in these capacities.

12. Other Client Appointed Contacts. I.T. Right recognizes The Client may for compliance, legal, or other reasons appoint individuals other than the primary contact to positions of responsibility concerning line of business technology concerns. These positions include but are not limited to "CJIS Officer" and "FOIA Officer." I.T. Right will work with these individuals as it pertains to their reasonably assigned duties. The Client represents that I.T. Right can depend on these individuals for guidance pertaining to their respective areas of responsibility.



13. TERM/TERMINATION. This Agreement shall be effective for 3 year(s). Continuation of and payment for services beyond this agreement stated term will constitute a renewal 1 year under the existing terms. Either party reserves the right to terminate this contract at any time provided 90 days' notice is given. The remaining time will be prorated and paid to the client within 120 days of receipt of the termination notice.

IF for The Client:

Chuck Korn

14. EMPLOYEES. I.T. RIGHT's employees, if any, who perform services for The Client under this Agreement shall also be bound by the provisions of this Agreement.

IF for I.T. RIGHT:

I.T. Right
Dan Eggleston
Director of Information Technology
5815 East Clark Road Suite G
Bath Michigan 48808

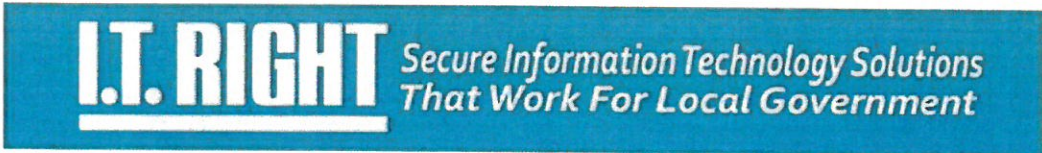
15. Employment Restrictions. The Client shall not solicit to hire, hire or engage any of IT RIGHT'S employees (or anyone employed by IT RIGHT in the prior twelve calendar months) while this Agreement is in effect and for the twelve-calendar month period immediately after termination or completion of this Agreement for any reason. If Client does solicit to hire, hire or engage any of the IT RIGHT'S employees, The Client shall immediately pay Company an amount equal to 100% of the then-current or most recent annual salary or wages paid by Company to such employee.

Either party may change such address from time to time, by providing written notice to the other in the manner set forth above.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.



19. APPLICABLE LAW. The laws of the State of Michigan shall govern this Agreement.

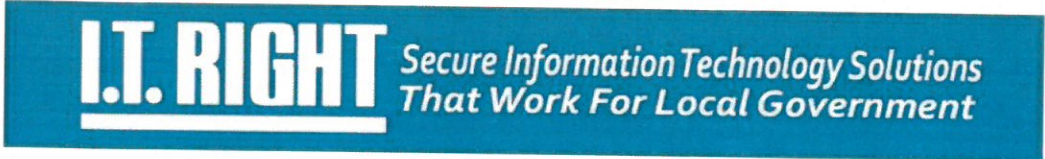
Party receiving services:

Accepted By: _____

Title: _____

Party providing services: I.T. Right

Proposed By _____
Dan Eggleston, Director of Information Technology



Appendix A: Price Sheet:

^{DS}
RA

Year	Amount	Term/Option
First Year	\$15,600	Regular Term
Second Year	\$15,600	Regular Term
Third Year	\$15,600	Regular Term
NA	NA	NA
NA	NA	NA



Quoted To:

Charter Township of Garfield
Chuck Korn
3848 Veterans Dr
Traverse City, MI 49684-4588
United States

Phone
Fax

Prepared By:

Victor Geha
Vice President of Sales
vic@gowyant.com
231-946-5969



Here is the quote you requested.

Description	Unit Price	Qty	Ext. Price
<input type="checkbox"/> Gold User Plan Includes: Unlimited remote and on-site support for every device required by the user. Covers the user's desktop/laptop, mobile devices, servers, network infrastructure, and applications. Centrally managed Anti-Virus software Microsoft patch management Remote monitoring and management of end user devices Server management including service availability, event log, and drive space monitoring Log file, printer setting, and quarterly on-site maintenance Security, user account, and file sharing permission administration Online trouble ticket management Desktop optimization and management Spyware and adware removal VPN client management	\$130.00	15	\$1,950.00
			(First Monthly Payment) \$1950.00 billed Monthly

	Subtotal	\$1,950.00
Your investment in addition to the Grand Total:	Tax	\$0.00
\$1,950.00 Billed Monthly	Shipping	\$0.00
\$0.00 Billed Quarterly	Grand Total	\$1,950.00
\$0.00 Billed Annually		

Please contact me if I can be of further assistance.

Conditions:

Title: Title shall not pass to the purchaser until the purchase price (including taxes) has been paid.
Warranty: The only obligation of Wyant shall be to repair or replace any warranted product deemed to be defective provided the defect occurs during the manufacturer's warranty period.
Service Charge: In addition to the full purchase price, purchaser agrees to pay a monthly service charge in the amount of 1 1/2 percent on the outstanding balance of any overdue account.
Default: If the purchaser fails to pay the full purchase price, plus any service charge, when due, Wyant will avail itself of any legal or equitable remedy including the right to reposses the equipment without notice. In addition to repossession of the equipment, it is agreed by the purchaser that Wyant may retain as liquidated damages any down payment.
Attorney Fee: Upon customer default, purchaser agrees to pay Wyant all its court and other costs, plus a reasonable attorney fee.