



Engineering
Surveying
Testing &
Operations

123 West Front Street
Traverse City, Michigan 49684
231.946.5874 ■
231.946.3703 ■

June 6, 2024

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

RE: Ridges 45 – Phase IV (South 22) Water and Sewer Extension
GFA #22074
Close-out & Turnover

Dear Chuck:

The project for Ridge 45 - Phase IV Water and Sewer Extension 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. Bill of Sale
5. Grant of Easement

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

GFA has provided construction oversight this project and hereby verifies to the best of our 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 Graham, P.E.
Director of Engineering

Enclosures

cc: John Divozzo, Grand Traverse County DPW

MERCHANTS
BONDING COMPANY

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 100120629

That MOLON EXCAVATING, INC.

of Traverse City MI
as Principal, and the Merchants National Bonding, Inc. as Surety are
held and firmly bound unto the Charter Township of Garfield
3848 Veterans Dr. Traverse City, MI 49684
in the penal sum of
Four Hundred Thousand Three Hundred Ninety-Four and 00/100 (\$400,394.00)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 3rd day of June, 2024

WHEREAS, the Principal entered into a certain contract, dated the 27th day of July,
2023, with the Charter Township of Garfield

to furnish all the material and labor necessary for the construction of
Ridge 45 - Phase IV Contract #1204-0

In conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a
period of One years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically
accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
Molon Excavating, Inc. as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
work, within the period of one years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all
work in continuous good repair during said period, and shall in all other respects, comply with all the
terms and conditions of said contract with respect to maintenance and repair of said work, then this
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

MOLON EXCAVATING, INC.

Principal

By MWH

Approved _____

By _____

Merchants National Bonding, Inc.

By Connie Smith

Connie Smith, Attorney-in-fact

CON 0304 (2/15)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chris Steinagel; Christopher M Kemp; Connie Smith; Elliot Motu; Julia Douglas; Kory Mortel; Michael J Douglas; Robert Downey; Samuel Duchow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



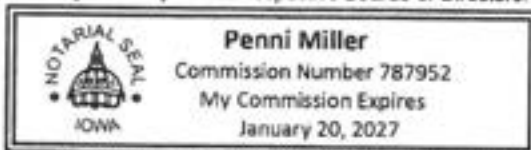
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of June, 2024.



William Warner Jr.
Secretary

LETTER OF GUARANTEE

DATE: 6/4/2024

22074
GFA PROJECT NO.

OWNER: Charter Township of Garfield

PROJECT: Ridge 45: 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: MWL
(Contractor)

Title: VICE PRESIDENT
(Please Print or Type)

Company Name:
Maul EXCAVATION INC
(Please Print or Type)

Address:
PO Box 1860
TRAVERSE CITY MI
49685

AFFIDAVIT OF COMPLETION/CONSENT OF SURETY

MOLAN EXCAVATING INC.

Name of Contractor

125 BUCKSITOR DRIVE TRAVEL CITY MI 49695

Address of Contractor

WESTLAND

being duly sworn, deposes and says that they entered into a Contract with CONSUMERS on the 5TH day of SEPTEMBER, 2023, for the RIDGE 45 HOME IV 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:

BTR

Bryan Rasmussen

Print

SIGNED:

MWL

Michael Wilson

Print

Subscribed and sworn to before me this 4th day of June, 2024.

Isabelle Parker

Print Name

Isabelle Parker

Notary Public Sign

SEAL

My commission expires: 6-1-2027

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: Merchants Bonding Company (Mutual)

PERFORMANCE AND PAYMENT BOND NO.: 100120629

Date: 6-3-2024

Signed: Connie Smith

Name: Connie Smith, Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

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Chris Steinagel; Christopher M Kemp; Connie Smith; Elliot Motu; Julia Douglas; Kory Mortel; Michael J Douglas; Robert Downey; Samuel Duchow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



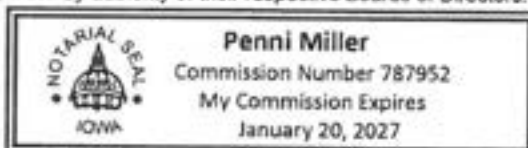
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of June, 2024.



William Warner Jr.
Secretary

BILL OF SALE

Hammond Investment Properties, LLC, a Michigan limited liability company, whose address is whose address is 1435 Fulton, 2nd Floor, Grand Haven, MI 49417 (herein referred to as "Seller") for and in consideration of One (\$1.00) Dollar, the adequacy and receipt of which is acknowledged, does hereby grant, dedicate, transfer and deliver to Garfield Township, whose address is 3848 Veterans Drive, MI 49684 (herein referred to as the "Township"), all water main and sewer and appurtenances as shown on the attached drawings that are in, over, upon and under the real estate more fully described as:

Land situated in the Township of Garfield, County of Grand Traverse and State of Michigan, described as follows:

20' WIDE SANITARY SEWER EASEMENT

2,439 L.F. 8" SANITARY SEWER MAIN LOCATED IN A PUBLIC UTILITY EASEMENT FROM AN EXISTING MANHOLE (MH-1787) LOCATED IN THE RIGHT-OF-WAY OF LAFRANIER ROAD, RUNNING WEST INTO THE SITE AND EXTENDING NORTH, SOUTH AND WEST WITHIN THE SITE.

A 20' wide easement for the installation and maintenance of a sanitary sewer and appurtenance in part of the Southwest 1/4 of Section 23, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, said Easement being part of Tax Parcel #05-023-026-55, which is more fully described as;

Legal Description: See Exhibit A, attached and incorporated hereto.

20' WIDE WATER MAIN EASEMENT

1,372 LF 8" WATER MAIN LOCATED IN A PUBLIC UTILITY EASEMENT FROM AN EXISTING 12" WATER MAIN VALVE (#1582) LOCATED IN THE RIGHT-OF-WAY OF HAMMOND ROAD, RUNNING NORTH INTO THE SITE AND EXTENDING WEST AND NORTH WITHIN THE SITE AND CONNECTING TO EXISTING WATER MAIN (NEAR VALVE #1386).

A 20' wide easement for the installation and maintenance of a water main line and appurtenance in part of the Southwest 1/4 of Section 23, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, said Easement being part of Tax Parcel #05-023-026-55, which is more fully described as;

Legal Description: See Exhibit B, attached and incorporated hereto.

Seller hereby warrants and certifies to the Township that the Improvement has been acquired, constructed and completed in accordance with the Plans and Specifications developed by Grand Traverse County 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 it has the authority to transfer the improvement. All warranties and guarantees pertaining to the improvement are hereby assigned and transferred to the Township.

[Signatures on the Next Page.]

Dated this 6th day of June, 2024

Seller:

Hammond Investment Properties, LLC,
an Michigan limited liability company

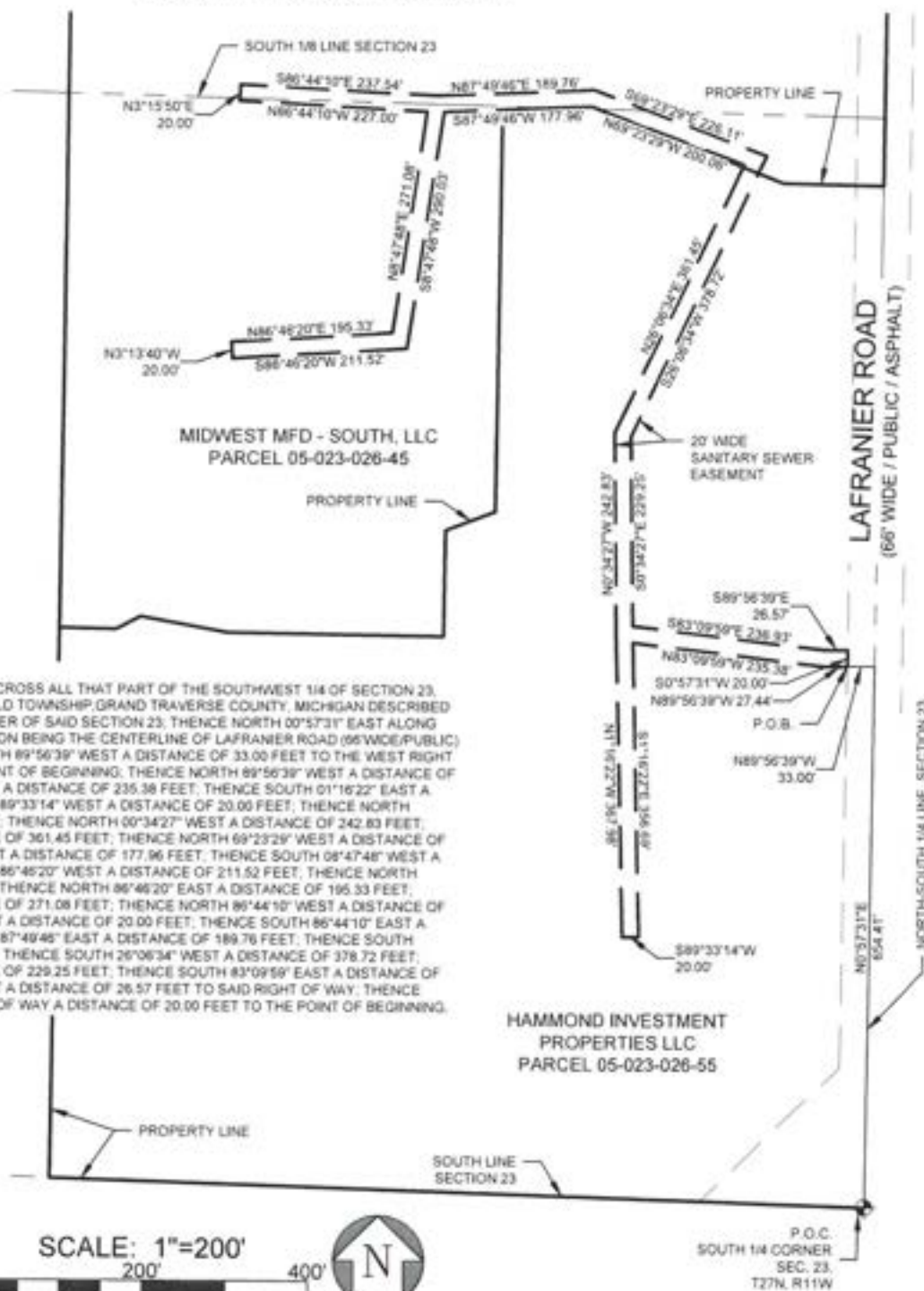
By: Hammond Investment Properties, LLC,
an Michigan limited liability company, its
sole member

By: 

Scott Knowlton, Manager

SANITARY SEWER EXHIBIT

SECTION 23, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP,
GRAND TRAVERSE COUNTY, MICHIGAN



Client:

HAMMOND INVESTMENT PROPERTIES LLC
1435 Fulton, 2nd floor
Grand Haven, MI 49417

Sheet 1 of 1

Job: 1645503C
Date: 05/15/24
Scale: AS SHOWN
Drawn: RJH
Chkd.: M.T.M.
Rev'd:

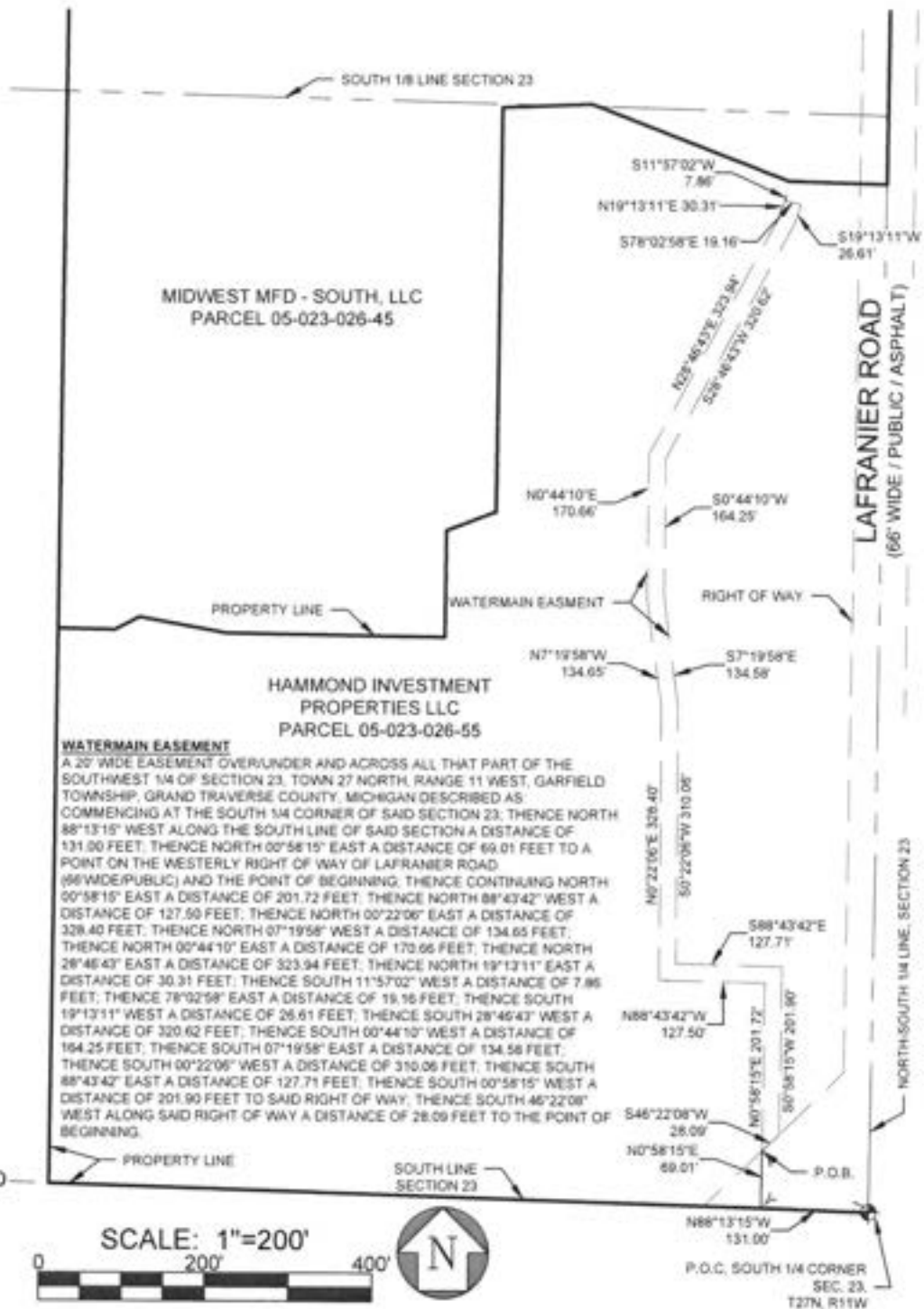


LANDTECH

PROFESSIONAL SURVEYING & ENGINEERING
MI-OH-IN-IL-VA-TN-NE-PA-WI-MN-MO-SD-KS-OK
231-943-0050 ph 231-943-0051 fax 877-526-LAND toll free
www.landtechps.com www.towersurveyors.com

WATERMAIN EXHIBIT

SECTION 23, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP,
GRAND TRAVERSE COUNTY, MICHIGAN



Client:

HAMMOND INVESTMENT PROPERTIES LLC
1435 Fulton, 2nd floor
Grand Haven, MI 49417

Sheet 1 of 1

Job: 1645503C

Date: 05/15/24

Scale: AS SHOWN

Drawn: R.J.H.

Chk'd: M.T.M.

Rev'd: 05/24/24



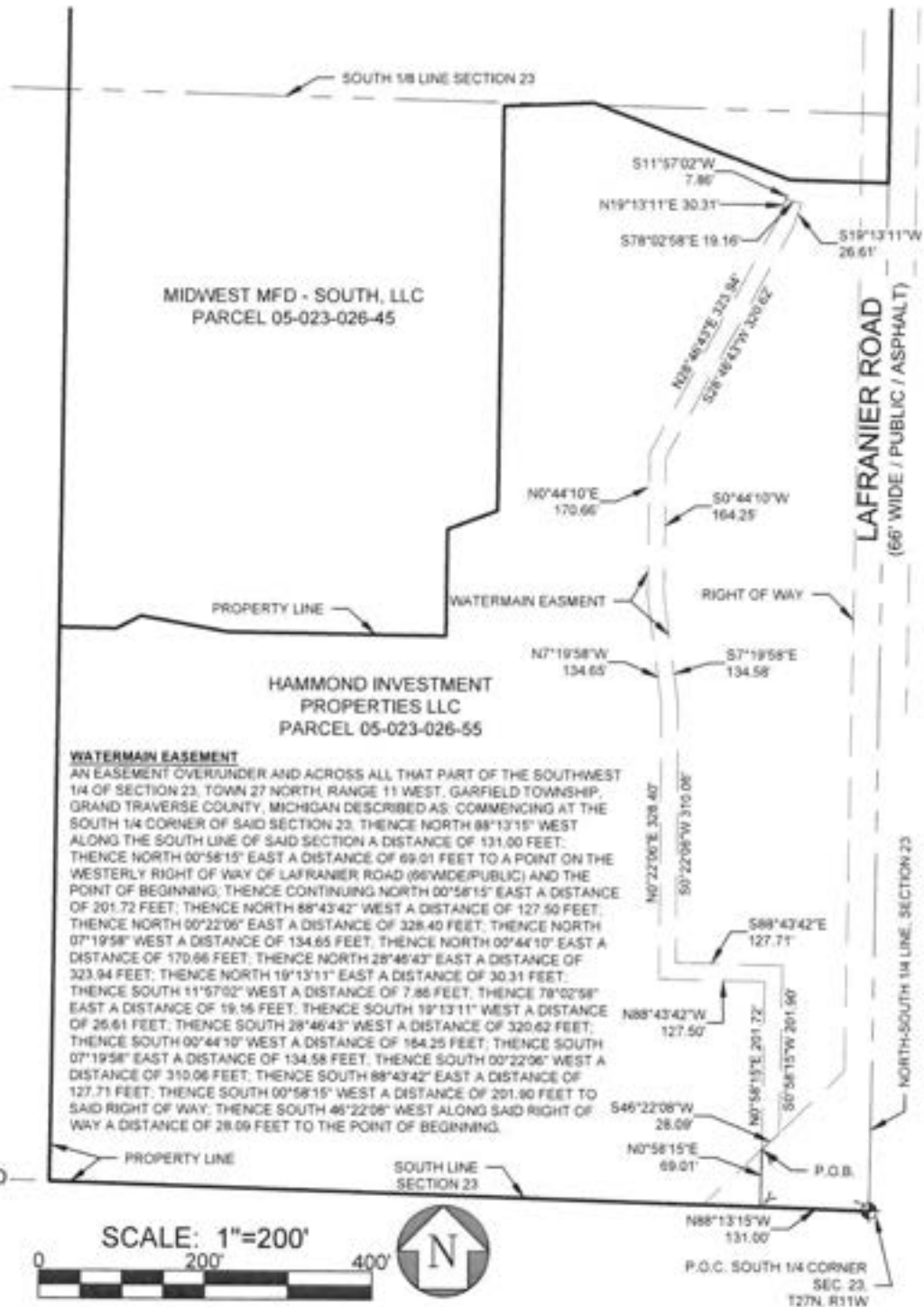
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WATERMAIN EXHIBIT

SECTION 23, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP,
GRAND TRAVERSE COUNTY, MICHIGAN



Client:

HAMMOND INVESTMENT PROPERTIES LLC
1435 Fulton, 2nd floor
Grand Haven, MI 49417

Sheet 1 of 1

Job: 1645503C

Date: 05/15/24

Scale: AS SHOWN

Drawn: R.J.H.

Chk'd: M.T.M.

Rev'd:



LANDTECH

PROFESSIONAL SURVEYING & ENGINEERING
MI-OH-IN-IL-VA-TN-NE-PA-WI-MN-MO-SO-KS-OK

231-943-0050 ph 231-943-0051 fax 877-629-LAND toll free
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Engineering
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123 West Front Street
Traverse City, Michigan 49684
231.946.5874 ■
231.946.3703 ■

June 6, 2024

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

RE: Birmley Hills Site Condos – Sanitary Sewer and Water Main Extension
GFA #22300
Close-out & Turnover

Dear Chuck:

The project for the Birmley Hills Site Condos Sanitary Sewer and Water main extension 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. Bill of Sale
5. Recorded Grant of Easement

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

GFA has provided construction oversight for this project and hereby verifies to the best of our 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 Graham, P.E.
Director of Engineering

Enclosures

cc: John Divozzo, Grand Traverse County DPW
Carrie May, Boyne Engineering

MAINTENANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Elmer's Crane and Dozer, Inc
3600 Rennie School Road
Traverse City, MI 49685

SURETY (Name and Address of Principal Place of Business):

The Cincinnati Insurance Company
6200 S Gilmore Road
Fairfield, OH 45014

OWNER (Name and Address):

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

CONTRACT

Date:

Amount: \$315,250.00

Project Description (Name and Location): Birmley Hill Site Work-Water and Sewer Only

BOND

Date (1 year from date of Acceptance by the Municipality): February 16, 2024

Amount: \$157,625.00

Bond Number: B3297261

Surety and Contractor, intending to be legally bound hereby, subject to the following terms, to each cause this Maintenance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

KNOW ALL MEN BY THESE PRESENTS,

That we, Elmer's Crane and Dozer, Inc

entered into a Contract with said Obligor for
Birmley Hill Site Work-Water & Sewer

as Principal, (hereinafter called Principal), and
as Surety (hereinafter called

Surety), are held and firmly bound into
Charter Township of Garfield

as Obligor (hereinafter called Obligor), in the
penal sum of One Hundred Fifty Seven Thousand Six hundred
Twenty Five and no/100--

Dollars \$ 157,625.00 for the
payment whereof Principal and Surety bind
themselves, their heirs, executors,
administrators, successors, and assigns, jointly
and severally, firmly by these presents

in accordance with the General Conditions, the
Drawings and Specifications, which Contract is
by reference incorporated herein, and made a
part hereof, and is referred to as the Contract..

NOW, THEREFORE, the condition of this
obligation is such that, if said Principal shall
maintain and remedy any defects due to faulty
materials or workmanship, and pay for any
damage to other Work resulting therefrom, and
additional expense which shall appear within a
period of one year(s) from the date of
acceptance by the municipality of the Work
provided for in the Contract, then this obligation

WHEREAS, said Principal has by written
Agreement, dated

to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that said Obligees shall give Principal and Surety notice of observed defects with reasonable promptness.

Signed and sealed this 22nd day of February, 2024.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Elmer's Crane and Dozer, Inc

SURETY

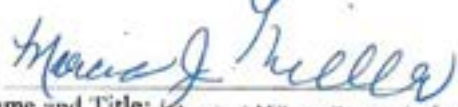
Company: (Corp. Seal)

The Cincinnati Insurance Company

Signature:


Name and Title: Steve Folksme, pm

Signature:


Name and Title: Marcia J. Miller, attorney-in-fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title: _____

Signature: _____

Name and Title: _____

NOTE: Date of Bond must not be prior to date of Substantial Completion. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert G. Chapman, David G. Chapman, Nathan G. Chapman, Marcia J. Miller,
Clayd W. Barnes, Curtis M. Peterson, Ryan Peterson and/or Nicole Andries

of Lansing, Michigan

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 22nd day of February, 2024



BN-1457 (3/21)

Ed H.

LETTER OF GUARANTEE

DATE: February 21, 2024

GFA PROJECT NO. _____

OWNER: Garfield Township

PROJECT: Birmley Hills Site Work

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)

Title: Steve Folkersma, PM

(Please Print or Type)

Company Name:

Elmer's Crane and Dozer, Inc.

(Please Print or Type)

Address:

3600 Rennie School Rd

Traverse City, MI 49685

THREE YEAR WARRANTY

February 1, 2024

Grand Traverse County DPW

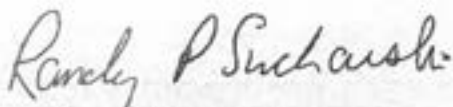
Project: Birmley Hills / Birmley Meadows

Michigan Pipe and Valve will replace or repair any defect in material or workmanship provided and/or installed by us in connection with the project named above.

This warranty is valid one year from the date of substantial completion. The substantial completion date is February 1, 2024, making this warranty in effect until February 1, 2027

We will not warranty workmanship defects caused by improper installation of materials provided by us and installed by others. However, if such materials are found to be faulty we will repair or replace the materials themselves.

Michigan Pipe and Valve will not be responsible for damage caused by any other type of natural disaster.



Randy Sucharski

Michigan Pipe and Valve

2/1/2024

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Garfield Township	Owner's Contract No.:	
Contractor:	Elmer's Crane and Dozer, Inc.	Contractor's Project No.:	530061
Engineer:	Gourdie-Fraser, Inc. (GFA)	Engineer's Project No.:	
Project:	Birmley Hills Site Work	Contract Name:	Birmley Hills Site Work

This ~~preliminary~~ [final] Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

February 16, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's
responsibilities:

☒ None
☐ As follows

Amendments to
Contractor's responsibilities:

☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:

By: _____
(Authorized signature)

Title: _____

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Title: _____

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Title: Steve Folkersma, PM

Date: 02/21/2024

Executive Recruitment Services: Township Manager

Prepared for The Charter Township of Garfield



Presented by Amy Cell, LLC

June 3, 2024

AmyCell Talent
BUILD BETTER TEAMS

Recruitment Work Plan

To assist the Charter Township of Garfield in finding their new Township Manager we will follow our well-honed six step process, as described below.

Step One - Create a Clear Target and Plan

Through a detailed needs assessment, we will learn from you the “must have” and “ideal” experiences and behaviors for the Township Manager. We will start by interviewing stakeholders including elected officials and staff members to understand the goals, skills, experiences and behaviors that are critical and “ideal” for the position. We will also identify the key selling points of the position, organization and community, which informs the marketing strategy that we create.

Based on stakeholder data, we will create a rubric and align the selection group on experiences, leadership style, communication skills, etc. We will create a comprehensive position profile. We will research the existing compensation and benefits structure as it compares to the market. During this planning meeting we will present the rubric, profile, draft timeline and compensation data to the Board.

Step Two - Market the Posting to the Right People

We use social media and national job boards to promote the opportunity, as well as to promote the amazing aspects of living, working and playing in the Charter Township of Garfield region. This results in the largest possible pool of qualified applicants. In addition to our proprietary database of executive and professional talent, we will perform targeted outreach to candidates that might not otherwise apply through LinkedIn and other social media platforms, and engage with ICMA Newsletter/Job Center, Michigan Municipal League (MML), and other municipal websites to create a deep, diverse pool of qualified and interested candidates.

Step Three - Thoroughly Assess Applicants

We will thoroughly assess the qualifications and suitability of all candidates in an independent and objective manner. We will use a survey, video interview, phone interview, cyber review, reference checks and background checks to thoroughly assess applicants. We will provide access to and summarize this data for review for the Board. We will coordinate any additional assessments as directed by the Board.

Step Four - Interviews

We will coordinate an outstanding interview experience for candidates and stakeholders that complies with the Open Meetings Act. Finalists will have a Zoom or on-site interview that can include a wide range of interviews and tours. As directed by the Board, we will coordinate schedules, manage candidate communications, and provide on-site logistic support during the on-site interviews. We will thoroughly prepare the Board of Trustees

for the interviews by providing guidance, support and interview questions customized to the qualities that emerged through the detailed needs assessment.

Step Five - Negotiation

We will assist with the negotiation process with other administrative and legal parties. Our specific role will be directed by the Board.

Step Six - Transition Support

We help candidates successfully transition into their new roles by providing assistance with onboarding and relocation. If desired, we can provide a variety of support to assist with relocation and transition assistance, including housing assistance, partner job search assistance, child and elder care support, and finding local "greeters" to help welcome the new person into the community. We also offer a complimentary 360 degree feedback check-in after six months, and we assist the Board with determining performance expectations.

Draft Timeline

The following timeline details the process (as described above) with a proposed schedule for deliverables and milestones. This timeline has been built around the Garfield Township board meeting schedule. (June 11, 25, July 9, 23, Aug 13, 27, Sept. 10, 24, October 8, 22). It can be further adjusted based on the desires and availability of the Board of Trustees.

Activity	Time Frame
Stakeholder interviews - We interview stakeholders including the Board, staff, and key community members to understand the goals, skills, experiences and behaviors that are critical and "ideal" for the position. We also learn about the key benefits of the position, organization and community.	June 10-24
Selection Criteria Matrix - Based on interview feedback and survey data we create a "talent matrix" of key criteria.	By July 2
Marketing plan - Based on the interview feedback and research, we will create a digital and print marketing package that will be used to market the opportunity.	By July 2
Review salary data - Review existing compensation and benefits structure as it compares to market comparables. Present compensation data to the hiring committee at the first meeting and determine target compensation range.	By July 2

Align - We will meet with the selection team to review the hiring criteria and job posting.	July 9
Market the opportunity - We use social media and national job boards to promote the opportunity, and to promote the amazing aspects of living, working and playing in the community. This results in the largest possible pool of qualified applicants. In addition to our proprietary database of executive and professional talent, we perform targeted outreach through LinkedIn and other social media platforms, and engage with industry associations, which results in a deep, diverse pool of qualified and interested candidates.	July 10 - Aug 11
Assess applicants - We use a survey, video interview, phone interview, cyber review, reference checks and background checks to thoroughly review applicants.	July 10 - Aug 16
Present candidates - We will provide the selection team with a link to the candidate packets and videos. Selection team members will have approximately one week to review information prior to the meeting to determine finalists.	Aug 16
Determine finalists - We will review candidates with the Board and determine interview panelists.	Aug 27
Interviews - We will invite the interviewers, providing them copies of information on the finalist candidates. We also will create sample interview questions and feedback forms.	Around Sept. 6
Negotiation & Relocation - We can provide a variety of support regarding contract negotiations, onboarding and developing a 90 day plan. We can provide a six month 360 degree feedback report and coaching session for the new Township Manager to further enhance development and success.	TBD

Costs

Search Components and add-on fees	Full
Number of individual intake interviews	11-30
Develop and launch community survey, analyze results	Yes
Create inviting job posting	Yes
Develop recruitment brochure	Yes
Promotion via job boards and social media including LinkedIn, Facebook	Yes
Screening survey, gather references, video interview	Yes
Cyber review, reference checks, background check	Yes
Write press release announcing finalists	Yes
Host community reception, gather and analyze feedback	Yes
Coordinate interviews. Provide questions and guidelines	Yes
Compile and summarize interview feedback	Yes
Support offer negotiation process	Yes
360 degree feedback for new Township Manager	Yes
Guarantee*	One year
Consultant mileage travel costs included in the fee.	Yes
Total Cost	\$18,500

Note: Reception food costs, interview food costs, and candidate travel costs are not included above.

Placement Guarantee Terms

In the event the new employee rescinds their acceptance of the job offer, voluntarily leaves employment within one year of their start date or is fired for cause, we will waive our base recruiting fee and conduct one additional search for the cost of direct marketing, travel and third party fees.

Payment Terms

We will invoice one half of the fee upon contract signing to cover advertising and administrative costs. Another payment of one half of the total fee will be invoiced upon the presentation of a slate of finalist candidates. Net 30 day terms kindly requested.

Proposal Acceptance

To accept this proposal, please sign, date and return. Thank you and we look forward to partnering with you.



Amy Cell
President, Amy Cell, LLC
734-657-0370
Amy@AmyCellTalent.com

Accepted by:



Name



Signature

Date: 6/3/24

Charter Township of Garfield

Engineering Report / Construction Update

May 21, 2024

I. Water Projects**Northwest Service District – Water System Improvements**

Status below:

Division I: Tank was officially placed online in September 2019 and project is closed out

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

Division III: Booster Station / Mechanical Upgrade design is 75% complete and expected to be finalized in 2023 for permitting and bids. Project has been on hold due to high bid prices / volatile market. Upon completion, the abandonment of three (3) booster station will occur, area overall will experience 5-10 psi increase in pressure and west side of town will be serviced from the new tank rather than directly from the city.

Township board approved GFA contract to provide design, permitting and construction / installation of PRV. Project was recently bid and based upon pricing the Board approved to pursue only Cedar Run PRV replacement / booster station abandonment at this time. PRV has been delivered and installed along with abandonment of 2 booster stations. Water fed to Munson area along Cedar Run is provided by the Cedar Run tank without disruption and more consistent flows observed (less spikes). Project is done and closed out

McCrae PRV: US31 / 37 Water Pressure Issues

This area historically experiences low pressure and fire suppression difficulties, specifically Cracker Barrel / Sam's Club. Water that services this area is from McCrae groundwater tank which services the US31/ 37 corridor by gravity and controlled by Pressure Control Valves to maintain pressures less than 80 psi. McCrae PRV has been proposed to be relocated to address this pocket of low pressure in past water studies and capital improvement plans. Project is on hold due to high bid price received

Stone Ridge PRV Replacement

The PRV located on Silverlake Road that services the Stoneridge Subdivision is one of the oldest and subject to frequent flooding / maintenance. The station is at its life expectancy and in need of replacement as identified both by the DPW and Township Capitol Improvement Plans. It was the original intent to include this project construction with the McCrae PRV replacement to optimize cost with a single contractor however project was placed on hold last year due to high prices. Recently DPW noted priority of this station with additional maintenance needed and safety concerns. Project was recently rebid and Elmers awarded the contract. Working with them on contracts and shop drawings. Project slated to start this fall (waiting on equipment)

*Recent update the existing watermain north of the Stoneridge PRV along Silverlake by YMCA has been leaking. Excavation and repairs indicated signs of pipe failure because of heavy / wet soils and concerns with future leaks are possible. Recommendation for watermain replacement (Plastic C900) in the future.

Tank Inspection

GFA is assisting the DPW with required maintenance of the water storage tanks located on McCrae, Cedar Run, Birmley and Heritage. Routine inspection is required every 5 years as mandated by EGLE. GFA will be responsible for coordinating with the inspection company, monitoring operations during the inspection and providing a report to the Township and DPW related to findings. McCrae / Cedar Tanks inspections have been completed with no major issues noted. Final report received and on file. Copy also sent to EGLE for their files

Birmley Tank Mixer

GFA assisted with review and implementation of some operation improvements to the existing elevated tank in Birmley Hills Estate Subdivision to improve pressures. These changes required raising the operating range of water levels in the tank which by doing so reducing proper mixing of the water. The board and DPW approved moving forward with the install and unit has been ordered.

Sewer Projects

SAW Grant – US 31 Siphon Flow Monitoring

Township board approved recommendations in report at September 26th 2017 meeting. GFA coordinated with the DPW to initiate operations change. Siphon continues to be monitored with increase in growth and permits on west side of town as a capacity restriction exists based upon study results. In March 2019, flows were rerouted to Pump Stations #2 at logans landing from Pump Station #6 at Applebees to alleviate the capacity at the siphon. DPW has been monitoring and discharge has been going well without incident. A need for a pump station may be more imminent to bypass siphon as it continues to present both a maintenance issue and capacity restriction but for the time being, the bypass of flows is working well and EGLE has accepted and permitting new development on west side of town.

NW Silver Lake Sewer Extension

Recently interest (from Franciscos) to extend sanitary sewer along NW Silverlake Road was requested by property owners. Project has designed, permitted and bid opening was held last month with no interest. Project is currently out for rebid to allow for spring / summer 2024 construction. Project was rebid and Molon awarded the contract. Project is currently underway with GFA providing fulltime inspection. Project is to be completed by May 30th.

Birmley Estates

GFA completed flow monitoring in this area and submitted results to Twp and EGLE. There is a limited pipe section from Northern Star Drive to Garfield that based upon flow monitored demonstrated is has

adequate capacity to meet existing some future growth in the area. No improvements needed at this time.

General Utilities

Sewer / Water City Contracts

GFA, DPW and Township continue to monitor flows and contractual terms with the City which is currently set at 5 MGD. In the upcoming future negotiations will be initiated to discuss terms of the 1987 contract.

Water Reliability Study

GFA completed the last study in 2012 and are to be completed every 5 years. GFA had requested a time extension from DEQ awaiting completion of work on Northwest side of town. With growth and interest to extend system to Olesons / Meadowlane and need for tank to service Traditions, EGLE has requested GFA complete a mini study for each service area (there are 5). This would include flow data and capacity assessment of existing infrastructure. The Township approved the EGLE DWRf Engineering report which will include completing the water study and was submitted to EGLE for funding consideration on June 1, 2023. The Township received a score of 45 out of 100 and was not funded. The application will be resubmitted June 1, 2024 for FY2025 funding.

GIS Mapping

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

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

Water Service Expansion

Southwest Part of Township: Olesons Development have initiated and expressed an interest to partner to facilitate the extension of municipal watermain to service the respective developments. GFA has prepared budgetary cost estimates for various options to provide access to water service to the southwest side of the township which currently does not exist (terminates at McCrae / US-37. GFA and Township staff have been working on cost sharing options and has been meeting with developers on ability to collaborate on project to extend Garfield infrastructure to provide both domestic and fire. Based upon recent meetings with developer and Township, there is a verbal commitment from Developer to fund the extension of the watermain whereas the Township will fund the booster station as a CIP project since it is deemed a public benefit to the entire water system. Formal commitment was in your board packet and approved in November 2023. GFA will coordinate and prepare a contract for the booster station and have in your packet for approval in early 2024.

Capital Improvement Projects

GFA continues working on capital improvement list and submitted an updated CIP for both utilities and park projects to the Planning Department last month. The list will be utilized to assist the Planning Commission and Township Board with prioritizing projects and for soliciting infrastructure funding that is upcoming, as applicable. Township submitted to EGLE for DWSRF grant for water infrastructure but due to number of applicants was not funded last year. GFA will be resubmitting for 2025 by June 1, 2024.

II. Parks & Recreation

East River Park – Capital Improvements

GFA worked Township staff on preparing a conceptual plan and budgetary cost estimates for discussion purposes at upcoming Park and Rec Meeting. Amenities proposed include trail, dog parks, parking lot, pavilion, signage and seating areas. GFA recently had an onsite meeting to review project scope and costs based upon the adopted 2023 budget providing some funds to implement some improvements. A proposal was submitted to the Township and was approved to proceed with the phase 3 of this project including sidewalk and bathroom. Phase I and II have been completed and GFA has been approved to proceed with Phase III. Phase III is complete however based upon feedback from Park / Rec and Township Board additional amenities including water fountains are to be added. GFA updated overall cost estimate and conceptual drawing to show existing and future phases. Project bids were solicited early march and the board approved AJs as the low bidder. The board also approved to purchase the bathroom directly to expedite delivery. Bathroom has been ordered and GFA is currently working with AJS on contracts and to hold a preconstruction meeting soon. Project to be completed this fall

Copper Ridge – Trailhead Parking

GFA is working with Township staff on some conceptual layouts to provide additional overflow parking. Work includes locations, impacts to storm and accessibility and budgetary cost estimates.

GT Commons – North Trail

The Township was awarded a Trust Fund Grant recently and requested GFA to assist with the design, permitting and construction of the project. We are excited for the opportunity and included in your board packet is our proposal for consideration.

Barlow / South Airport Trail – Township ARPA Funded

Garfield Township Board approved GFA to complete a segment of trail at their meeting in April. The project would include about 0.3 miles along South Airport Road and about 0.4 miles along Barlow Road to Gladewood. Currently design is underway with intentions to solicit for bids early fall.

Utility Plan Reviews

Windy Hills (60 Acre Herkner Parcel) – Phase II

GFA has completed a 4th review and after receipt of another plan submission recently. GFA to submit for permits next week with project intended to start this fall.

Ashland Park - Phase 2 & 3 Plan review has been completed by GFA and in receipt of all EGLE permits. GFA will be providing as needed construction oversight. Watermain to storage units have been installed and inspected by GFA. We are awaiting closeout documents for this portion before recommending approval to accept.

Fox Run

Plans have been approved and am in receipt of all DEQ permits. GFA will be providing as needed construction oversight. Some challenges to access connection to existing gravity sewer have presented themselves and worked with developer / DPW to provide connection. A preconstruction meeting was held in 2022 and project was intended to start soon, no update as of current.

Chelsea Park West – Phase II

Plans have been approved and am in receipt of all EGLE permits. GFA will be providing as needed construction oversight.

BATA Facility / TCHC

All permits have been issued and project construction is complete. All onsite and offsite utility for BATA have been installed and GFA is currently working on closeout paperwork with developer. GFA is in receipt of a site plan amendment for TCHC and recently completed a review for utility / sw compliance.

Marengo 31

Stormwater and EGLE permits have been issued. GFA is awaiting on a construction schedule and will provide full time inspection with work to begin when notified.

Ridges at 45 – Phase V

All permits have been issued and project construction is complete. All infrastructure has been installed and GFA is currently working on closeout paperwork with developer.

Britten, New Buildings (Cass Road)

Project is complete with GFA providing fulltime construction oversight. Currently working on closeout paperwork

Birmley Hills Condo

Project is complete with GFA providing fulltime construction oversight. Currently working on closeout paperwork

Birmley Meadows

EGLE Permits have been issued and construction started in September. GFA is providing full time inspection and project is almost complete and working on closeout documents.

Villages at Garfield

GFA has approved the plans and submitted to EGLE for permitting.

TCAPS Watermain Relocation

Project is complete with GFA providing fulltime construction oversight. Currently working on closeout paperwork

Eagleview Watermain Relocation

Project is complete with GFA providing fulltime construction oversight. Currently working on closeout paperwork

2023 – 2024 Storm Water & Private Road Plan Reviews

*list represents those still outstanding / not approved

Cedar Run Annex Sidewalk	Phone calls and emails on 8/21 to responded to 8/16 RFI . No grades on plans to review.
Brimely Meadows Site Condo	RS draft review 6/1, MWM sent CM comments on 7/11
French Manor II	Initial grading review approved 6/5 per email, Final letter out 6/22/23
Creekside Church	Letter sent 7/14 - DONE
Bish's RV	Initial review sent 7/24, received info 8/4- Application was removed in review
Boon	
1661 Lake Drive Driveway	Plans received on 7/26, initial review sent 8/2
Village at Garfield: Findings of Fact and Utility/SW Plan Review Set	Initial review by AB on 8/4 for MM QA. Sent out 8/14. Done
Ridge 45	Waiting on calcs from SJ. Calcs received: Done
Atomic Properties (Paving Review)	Conditional approval per letter 11/22/2023.
K1 Speed	AB initial review not sent to client, Req for info on 11/15, final letter 11/29
1353 Lake Rd	Initial review completed 11/13, Final letter out 11/15
TBD - TC Symphan	Review letter sent out with add'l item request
TBD - BATA Housing minor amendment, ESCROW Q. from JENT	GFA approval letter sent out
Marango	GFA approval letter sent out
3167 Cass Rd	
3066 N Garfield SUP	Initial review was good, Internal draft on 3/20 w/ return QAQC comments and check calck on 4/1. Updated plans on 3/29. Lette on 4/4/24 sent out.
Cherryland Humane Society	Initial review sent by DL 4/4/24, 4/11 response, Evaluated on 5/15, Final letter draft on 5/16.
Hickory Forest trailhead parking Lot	Sent quick evaluation to JG>> No review required. 0.75hrs spent
TJ Maxx nonmotorized path	Fielded 4/2/24, Drafted 4/18, sent 5/2
5243 Highland Drive	Initial review on 5/7, site visit and finalize letter 5/8
Culver Meadows II	site visit 5/8, Initial Review to RC on 5/15. Receive Calcs and clarifications except for trench drains. 5/16
1448 N West Silverlake Rd	site visit 5/8
Hickory Forest trailhead	Initial review questions sent 5/3 to clarify outlet.
Traverse Symphony Orchestra	Initial review started/ Like TC Curling, JK to review parking lot, requested letter of the storm water system.
670 Eta Lane	Initial review complete for MWM QA
1414 Trade Center	Logged in

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

May 2024

Location	Citations	Traffic Crashes			Arrests		Traffic Crash Totals
		Fatal	PIA	PDA	OWI	Criminal	
01 Acme	9	0	2	15	1	4	17
02 Blair	21	0	5	23	3	8	28
03 East Bay	16	0	9	33	3	21	42
04 Fife Lake	7	0	2	4	0	4	6
05 Garfield	46	0	11	73	6	44	84
06 Grant	0	1	2	1	0	0	4
07 Green Lake	6	0	6	13	1	7	19
08 Long Lake	2	0	2	3	1	4	5
09 Mayfield	8	2	1	3	1	0	6
10 Peninsula	4	0	3	4	0	2	7
11 Paradise	1	0	0	12	0	3	12
12 Union	2	0	0	1	0	1	1
13 Whitewater	0	0	0	5	1	1	5
29 Fife Lake Vlg	0	0	0	1	0	0	1
30 Kingsley Vlg	2	0	0	1	0	5	1
66 Traverse City	6	0	0	1	1	43	1
84 Out of County	0	0	0	0	0	19	0
Totals	130	3	43	193	18	166	239
Garfield Twp %	35.4%	0.0%	25.6%	37.8%	33.3%	26.5%	35.1%

Ticket stats are based on what District Court has entered as of 5/31/24.

Arrest stats are as of 5/31/24.



GRAND TRAVERSE METRO FIRE DEPARTMENT

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

6.d.

Garfield / Metro NFIRS Incidents - May 2024

Incident Type	Garfield	Metro
Medical assist, assist EMS crew	234	346
Dispatched and cancelled en route	33	48
Emergency medical service, other	10	31
Motor vehicle accident with injuries	7	11
Alarm system activation, no fire - unintentional	3	6
No incident found on arrival at dispatch address	2	5
False alarm or false call, other	2	5
Building fire	2	4
Motor vehicle accident with no injuries.	2	4
Smoke detector activation, no fire - unintentional	2	3
Passenger vehicle fire	2	3
Alarm system sounded due to malfunction	2	3
Water Flow Alarm - unintentional	2	3
Steam, vapor, fog or dust thought to be smoke	1	2
Smoke detector activation due to malfunction	1	2
Public service assistance, other	1	2
Detector activation, no fire - unintentional	1	2
Dumpster or other outside trash receptacle fire	1	2
Vehicle accident, general cleanup	1	2
CO detector activation due to malfunction	2	2
Assist invalid	2	2
Forest, woods or wildland fire	1	2
Gas leak (natural gas or LPG)	1	2
Unauthorized burning		1
Carbon monoxide incident	1	1
LP or Natural Gas Odor with no leak/gas found.		1
Animal rescue	1	1
Central station, malicious false alarm		1
Cooking fire, confined to container		1
Low-voltage line down		1
Assist police or other governmental agency	1	1
Carbon monoxide detector activation, no CO	1	1
Brush or brush-and-grass mixture fire	1	1
Sprinkler activation due to malfunction		1
Arcing, shorted electrical equipment	1	1
Tree Down onto Low Voltage Lines		1
Public service		1
Lock-in (if lock out , use 511)		1
Building Fire - Int/Ext Finish - Non-Structural	1	1
Removal of victim(s) from stalled elevator		1
Search for person in water		1
Totals	322	510

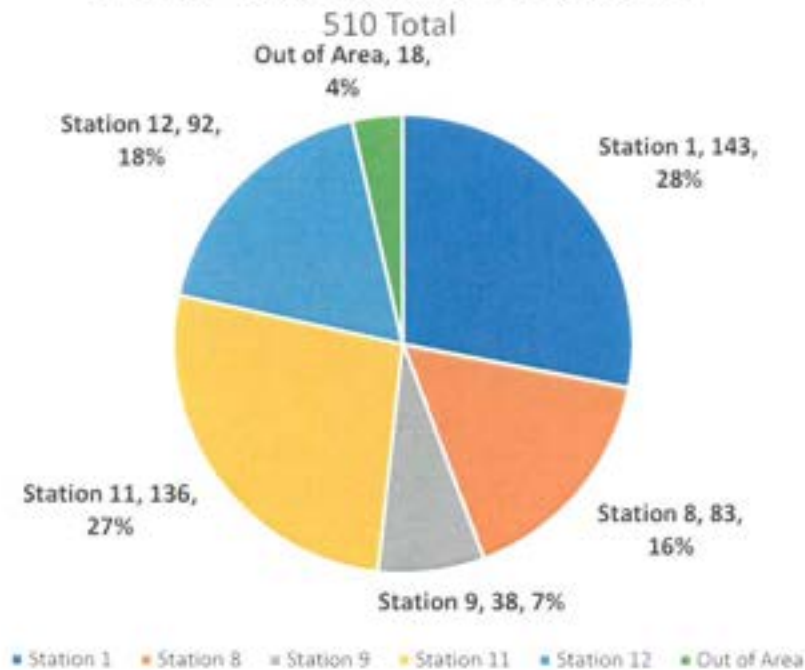


GRAND TRAVERSE METRO FIRE DEPARTMENT

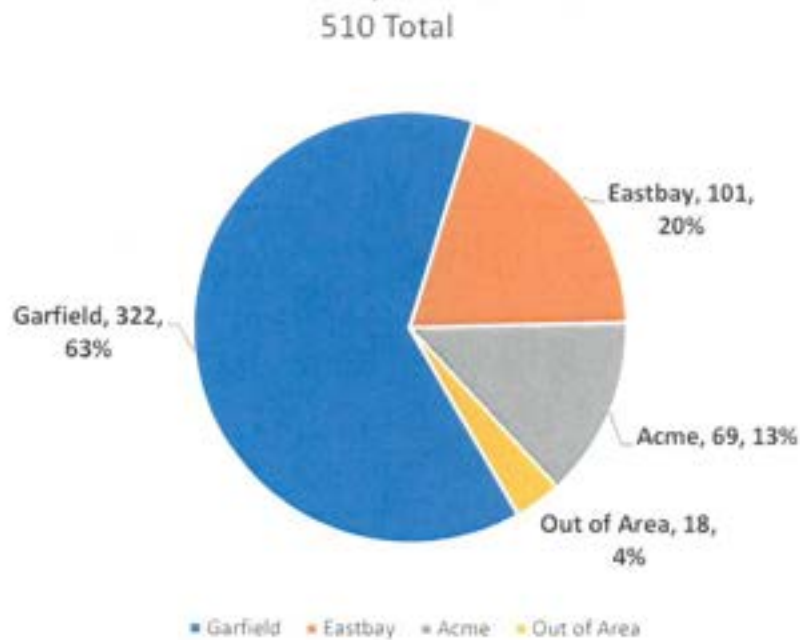
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GTMESSA - Incidents by Station May 2024



GTMESSA - May 2024 incidents





GRAND TRAVERSE METRO FIRE DEPARTMENT

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

GTMESSA EMS Complaints - May 2024

Complaint	Priority 1	Priority 2	Priority 3	Total
Fall	12	28	40	80
Difficulty Breathing / SOB	32	6	3	41
Cardiac Issues (Chest Pain)	25	2	2	29
Abdominal Pain	14	2	9	25
Medical Alarm		15	10	25
General Weakness	6		18	24
Invalid Assist/Lift Assist		1	22	23
Syncope/near-fainting	13	2	5	20
No Other Appropriate Choice	2		15	17
Seizure	15		2	17
Vehicle Accident	14	2		16
Stroke/CVA	13		1	14
Altered LOC	10		2	12
Psychiatric Problem/Suicide Attempt	1		8	9
Back Pain (Non-Traumatic)	2		6	8
Traumatic Injury	2	3	3	8
Diabetic Emergency	4	2	1	7
Hemorrhage/Laceration	2	1	3	6
Hypotension / hypertension	5	1		6
Assault	1	1	3	5
Unresponsive	3		2	5
Welfare Check	1	2	2	5
Allergic Reaction / Stings	3		1	4
Cardiac Issues - No Chest Pain	4			4
CPR	4			4
Nausea/Vomiting			4	4
Overdose - Unintentional	3	1		4
Urinary problem	1		3	4
Alcohol intoxication			3	3
Choking	3			3
Infection			3	3
Fever	1		1	2
GI Bleed	2			2
Headache	1		1	2
Lower Limb Swelling			2	2
Assist Other Agency			1	1
Burns/Explosion			1	1
Driver Request			1	1
Epistaxis (Nosebleed)		1		1
Patient Assist Only			1	1
Pregnancy/Childbirth/Miscarriage	1			1
Grand Total	200	70	179	449




GRAND TRAVERSE METRO FIRE DEPARTMENT

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

Garfield EMS Complaints - May 2024

Complaint	Priority 1	Priority 2	Priority 3	Total
Fall	9	17	22	48
Difficulty Breathing / SOB	19	5	2	26
Medical Alarm		13	10	23
Abdominal Pain	9	1	8	18
Cardiac Issues (Chest Pain)	15	1	2	18
General Weakness	4		13	17
No Other Appropriate Choice	2		14	16
Seizure	12		2	14
Invalid Assist/Lift Assist		1	12	13
Syncope/near-fainting	8	1	4	13
Vehicle Accident	11	1		12
Altered LOC	6		2	8
Stroke/CVA	7			7
Traumatic Injury	2	2	2	6
Diabetic Emergency	2	2	1	5
Back Pain (Non-Traumatic)	1		3	4
Hypotension / hypertension	4			4
Unresponsive	2		2	4
Urinary problem	1		3	4
Welfare Check	1	1	2	4
Assault	1	1	1	3
Hemorrhage/Laceration	2		1	3
Overdose - Unintentional	2	1		3
Psychiatric Problem/Suicide Attempt	1		2	3
Alcohol intoxication			2	2
Allergic Reaction / Stings	2			2
Choking	2			2
Fever	1		1	2
GI Bleed	2			2
Infection			2	2
Nausea/Vomiting			2	2
Assist Other Agency			1	1
Cardiac Issues - No Chest Pain	1			1
CPR	1			1
Epistaxis (Nosebleed)		1		1
Headache			1	1
Lower Limb Swelling			1	1
Pregnancy/Childbirth/Miscarriage	1			1
Grand Total	131	48	118	297

 Charter Township of Garfield Planning Department Report No. 2024-32			
Prepared:	June 4, 2024	Pages:	2
Meeting:	June 11, 2024 Township Board	Attachments:	<input type="checkbox"/>
Subject:	Planning Department Monthly Report – June 2024		

PURPOSE:

Staff provides a monthly report to the Township Board on activities of the Planning Department and the Planning Commission. The presentation of this report also provides a venue for the Township Board to have a dialog with staff about any of the activities or planning-related issues facing the Township.

DEVELOPMENTS:

The Planning Commission is currently conducting the following development review activity:

The Potter's Home Retreat Bed and Breakfast – Special Use Permit Review

- *Location:* 492 W Potter Road, north side of Potter Road, west of intersection with Garfield Road
- *Development Description:* Proposed bed and breakfast with space for up to 6 guests
- *Status:* The application was introduced to the Planning Commission at their 5/8/2024 meeting. The Planning Commission set a public hearing for their 6/12/2024 meeting.

TowerNorth Wireless Communication Facility – Special Use Permit Review

- *Location:* 2767 Zimmerman Road, west side of Zimmerman Road, north of Silver Lake Road intersection
- *Development Description:* Proposed monopole wireless communication facility (cell tower)
- *Status:* The application will be introduced to the Planning Commission at their 6/12/2024 meeting.

TJ Maxx at Bison Hollow PUD – Planning Commission Sign Review

- *Location:* 3301 N US 31 South, west side of US 31, north of intersection with Marketplace Circle
- *Development Description:* Proposed wall sign, 128.6 square feet in size, for TJ Maxx
- *Status:* The Planning Commission will consider this application at their 6/12/2024 meeting.

Two Brothers Dog Park Café and Taphouse – Conceptual Review

- *Location:* 1776 S Garfield Avenue, part of Cherryland Center (part of former Younkers building)
- *Development Description:* Proposed membership-based business with bar/restaurant and dog park
- *Status:* The Planning Commission will review the concept for this proposal at their 6/12/2024 meeting.

The Planning Department is also currently conducting the following administrative development review activity:

Soils & Structures, Inc.

- *Location:* 1411 Trade Centre Drive, south of Hammond Road, east of LaFranier Road
- *Development Description:* Proposed building addition and parking lot expansion
- *Status:* Staff sent comments to applicants, awaiting response

Northern Floor and Tile

- *Location:* 670 Eta Lane, east of US 31, north of Rennie School Road
- *Development Description:* Proposed building addition
- *Status:* Staff sent comments to applicants, awaiting response

PLANNING:

Other Planning Department activities include the following:

- At their 3/27/2024 joint meeting with the Planning Commission, the Township Board voted to release the draft Master Plan for distribution for a 63-day review period as required by the Michigan Planning Enabling Act (MPEA). The MPEA also requires distribution of the draft Master Plan to required entities including the County, neighboring communities, public utilities, and the railroad company.
- Staff distributed the draft Master Plan to the required entities. The required 63-day review period ended on Wednesday May 29, 2024. No comments on the draft Master Plan were received during this review period.
- Remaining key dates in the timeline for adoption of the Master Plan are as follows:

<i>Date</i>	<i>Action</i>
June 12, 2024 – Planning Commission Meeting	* Final public hearing on Master Plan * Anticipated adoption of Master Plan and recommendation to the Township Board
June 25, 2024 – Township Board Meeting	* Anticipated adoption of Master Plan

- The draft Master Plan and other information on the Master Plan adoption process is available on the Township website at the following link: <https://www.garfield-twp.com/masterplan.asp/>
- At their study session on 5/22/2024, the Planning Commission and Staff discussed several potential projects for 2024 to start implementation of the Master Plan once it is adopted and to potentially propose amendments to the Zoning Ordinance. This was a continuation of the discussion from the 4/24/2024 study session. The Planning Commission provided feedback on which projects to prioritize. The near-term priorities include updating the R-3 zoning district to allow for greater flexibility of housing types and updating sign ordinance regulations in response to recent court cases regarding signs and free speech.

STAFF:

John Sych, AICP, Planning Director
Email: jsych@garfield-twp.com
Direct Line: (231) 225-3155

Stephen Hannon, AICP, Deputy Planning Director
Email: shannon@garfield-twp.com
Direct Line: (231) 225-3156



Charter Township of Garfield

Parks Report

Silver Lake Recreation Area

Irrigation has been turned on and mowing schedule is starting.

Dog Park is closed Tuesday mornings so the mowing crew can get their work done without conflict.

Flagpole project has been complete along with three electrical outlets at Bill's Pavilion.

Rentals for pavilions are very active.

Had men's toilet replaced due to crack and leaking.

Commons

Mountain Bike Committee had a work bee and installed the directional/advisory signs on the trails.

Working with Planning Dept. & GFA on conceptual plan for trailhead at Copper Ridge.

River East

Portable Toilets are now on site.

Dog Parks are open and getting used. Users are very appreciative.

Working with GFA on next phase (pre-purchasing prefabbed bathrooms).

Had to move along a couple encampments (two truck loads).

Dog Park turf is growing well. Mowing it weekly.

Garbage surface is in place.

Boardman Valley

Put some advisory signs up due to black bear with cubs frequenting the area, turned over all the old garbage cans in the park. Planning on removing all of those cans due to their rusty conditions and lack of need for them.

Worked with TAPA and now have an AED installed on fence inside pickleball courts.

Removed some down trees from beavers again.

Miller Creek

Removed a few trees from trail & boardwalk.

Replaced boardwalk boards near Liv Arbors.

Blew off boardwalks.

Removed old encampment.

Kid's Creek

Volunteer group from CRA/Trout Unlimited and Brook Trout Coalition helped clean up around the kids fishing pond as well as repaired fencing and handrails.

Park staff assisted in the search for a missing elderly man who Had walked away from Glen Eagle.

200 Rainbow Trout have been stocked in the pond as of 5/8.

Several bluegill are still in the pond from last year's stocking.

Buffalo Ridge Trail

Derek put up several bird houses through the area that his Volleyball team painted as part of a team bonding exercise.

Brush hogged, mowed and trimmed the trail edge.

Constantly cutting back Autumn Olive from trail. Some removal.

Met with Kate from DTE tree planting for a quick welfare check on the trees planted two years ago.

Additional

We decided to put the purchase of a tractor on hold and instead were able to get a good deal on a new brush hog from Lark Lawn and Garden. We have been renting one over the past few summers to do trail edges, etc. so it is nice to have our own without worrying about availability, etc.

Submitted May 30, 2024

Derek Morton

Sean Kehoe

River East Dog Park Is Open



Clerk's Report

For May 31, 2024

Submitted 6/3/2024

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 if 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 May in the General Fund, you will find that we had a total of \$(76.31) Revenues and \$209,424.57 Expenditures. For the year we have a total of \$2,792,879.18 Revenues and 1,132,972.15 Expenditures.

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

Lanie McManus

Township Clerk

REVENUE REPORT FOR GARFIELD TOWNSHIP
PERIOD ENDING 05/31/2024

GL NUMBER	DESCRIPTION	2024		YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/2024	AVAILABLE BALANCE
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 101 - GENERAL OPERATING FUND						
Revenues						
Dept 000						
101-000-402.000	CURRENT REAL PROPERTY TAXES	2,118,840.00	2,118,840.00	1,852,389.07	(76.31)	266,450.93
101-000-412.000	DEL PERSONAL PROP TAXES	500.00	500.00	0.00	0.00	500.00
101-000-414.000	Protested PRE Interest	1,000.00	1,000.00	0.00	0.00	1,000.00
101-000-423.000	TRAILER PARK FEES	9,000.00	9,000.00	3,073.00	0.00	5,927.00
101-000-445.000	PENALTIES & INT. ON TAXES	6,000.00	6,000.00	12,046.59	0.00	(6,046.59)
101-000-476.000	BUILDING PERMITS	200,000.00	200,000.00	45,895.00	0.00	154,105.00
101-000-476.001	PLANNING FEES	10,000.00	10,000.00	3,300.00	0.00	6,700.00
101-000-476.002	MAINT INSPECTION FEES	5,000.00	5,000.00	0.00	0.00	5,000.00
101-000-476.003	TREASURER FEES	100.00	100.00	25.00	0.00	75.00
101-000-476.004	PARK USE FEES	0.00	0.00	105.00	0.00	(105.00)
101-000-476.005	ZONING FEES	15,000.00	15,000.00	4,950.00	0.00	10,050.00
101-000-574.000	STATE SHARED REVENUE	2,135,776.00	2,135,776.00	676,994.00	0.00	1,458,782.00
101-000-574.001	STATE SHARED REV. - LIQUOR LA	20,000.00	20,000.00	68.75	0.00	19,931.25
101-000-574.002	EVIP DISTRIBUTION	72,024.00	72,024.00	21,750.00	0.00	50,274.00
101-000-665.000	EARNED INTEREST	70,000.00	70,000.00	100,302.57	0.00	(30,302.57)
101-000-668.002	RENTS & ROYALTIES CABLE VIS	250,000.00	250,000.00	60,442.19	0.00	189,557.81
101-000-668.003	RENTS & ROYALTIES CABLE EQUIP	22,000.00	22,000.00	5,802.45	0.00	16,197.55
101-000-673.000	SALE OF FIXED ASSETS	50.00	50.00	0.00	0.00	50.00
101-000-676.000	REIMBURSEMENTS	50,000.00	50,000.00	5,735.56	0.00	44,264.44
101-000-676.001	Reimbursed Treasurer Legal Fees	100.00	100.00	0.00	0.00	100.00
101-000-676.003	Reimburse Essential Services (PILOT)	17,000.00	17,000.00	0.00	0.00	17,000.00
Total Dept 000		5,002,390.00	5,002,390.00	2,792,879.18	(76.31)	2,209,510.82
TOTAL REVENUES						
		5,002,390.00	5,002,390.00	2,792,879.18	(76.31)	2,209,510.82

Fund 101 - GENERAL OPERATING FUND:
TOTAL REVENUES

5,002,390.00	5,002,390.00	2,792,879.18	(76.31)	2,209,510.82
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EXPENDITURE REPORT FOR GARFIELD TOWNSHIP

PERIOD ENDING 05/31/2024

GL NUMBER	DESCRIPTION	2024		YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/24	AVAILABLE BALANCE	% BDOT USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
Dept 101 - TOWNBOARD							
101-101-701.100	WAGES - TRUSTEE	13,450.00	13,450.00	5,500.00	800.00	7,950.00	40.89
101-101-701.101	WAGES - FILE CLERK	47,172.18	47,172.18	19,958.40	5,443.20	27,213.78	42.31
101-101-701.102	WAGES - TRUSTEE	13,450.00	13,450.00	5,460.00	1,385.00	7,990.00	40.59
101-101-701.103	WAGES - TRUSTEE	13,450.00	13,450.00	6,260.00	1,285.00	7,190.00	46.54
101-101-701.104	WAGES - TRUSTEE	13,450.00	13,450.00	5,300.00	925.00	8,150.00	39.41
101-101-701.105	WAGES - OFFICE COORDINATOR	43,927.26	43,927.26	9,796.51	2,932.51	34,130.75	22.30
101-101-726.000	SUPPLIES	6,500.00	6,500.00	2,509.71	337.50	3,990.29	38.61
101-101-726.001	POSTAGE	12,000.00	12,000.00	4,986.47	426.84	7,013.53	41.55
101-101-726.002	SUPPLIES - COPIER MAINTENANCE	7,500.00	7,500.00	1,801.87	0.00	5,698.13	24.02
101-101-801.002	LEGAL SERVICES - TOWNBOARD	10,000.00	10,000.00	1,437.50	818.00	8,562.50	14.38
101-101-801.004	LEGAL -Tax Tribunal	10,000.00	10,000.00	75.00	75.00	9,925.00	0.75
101-101-802.000	AUDIT AND ACCOUNTING	35,000.00	35,000.00	18,900.00	18,000.00	16,100.00	54.00
101-101-805.000	CONTRACTED AND OTHER SERVICES	7,500.00	7,500.00	10,120.39	322.90	(2,620.39)	134.94
101-101-860.000	MILEAGE	500.00	500.00	48.24	48.24	451.76	9.65
101-101-900.000	PRINTING & PUBLISHING	4,000.00	4,000.00	1,296.09	0.00	2,703.91	32.40
101-101-901.000	ADVERTISING	7,500.00	7,500.00	1,729.60	379.40	5,770.40	23.06
101-101-960.000	EDUCATION & TRAINING	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-101-965.101	DOES & PUBLICATIONS -TOWNBOARD	1,000.00	1,000.00	501.51	10.00	498.49	50.15
101-101-965.102	DOES - MICHIGAN TOWNSHIP ASSO	8,600.00	8,600.00	8,776.63	8,776.63	(176.63)	102.05
Total Dept 101 - TOWNBOARD		258,999.44	258,999.44	104,457.92	41,965.22	154,541.52	40.33
Dept 171 - TOWNSHIP SUPERVISOR							
101-171-701.201	WAGES - SUPERVISOR	95,140.91	95,140.91	40,251.97	10,977.81	54,888.94	42.31
101-171-860.200	MILEAGE - SUPERVISOR	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-171-960.200	EDUCATION - SUPERVISOR	2,000.00	2,000.00	502.80	393.72	1,497.20	25.14
101-171-965.000	DOES & PUBLICATIONS	4,000.00	4,000.00	35.00	0.00	3,965.00	0.88
Total Dept 171 - TOWNSHIP SUPERVISOR		102,140.91	102,140.91	40,789.77	11,371.53	61,351.14	39.93
Dept 215 - TOWNSHIP CLERK							
101-215-701.300	WAGES - CLERK	95,140.91	95,140.91	40,251.97	10,977.81	54,888.94	42.31
101-215-701.302	WAGES - DEPUTY CLERK	61,447.59	61,447.59	25,997.07	7,090.11	35,450.52	42.31
101-215-701.303	WAGES - ACCOUNTANT	6,000.00	6,000.00	5,000.00	0.00	1,000.00	83.33
101-215-701.304	WAGES - CLERK ASSISTANT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-215-726.000	SUPPLIES	1,500.00	1,500.00	199.98	0.00	1,300.02	13.33
101-215-860.300	MILEAGE - CLERK	600.00	600.00	0.00	0.00	600.00	0.00
101-215-860.301	MILEAGE - DEPUTY CLERK	400.00	400.00	0.00	0.00	400.00	0.00
101-215-960.000	EDUCATION & TRAINING	7,500.00	7,500.00	3,251.00	1,150.00	4,249.00	43.35
101-215-965.000	DOES & PUBLICATIONS	500.00	500.00	150.00	0.00	350.00	30.00
Total Dept 215 - TOWNSHIP CLERK		174,088.50	174,088.50	74,850.02	19,217.92	99,238.48	43.00
Dept 228 - COMPUTER SUPPORT							
101-228-726.000	SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 228 - COMPUTER SUPPORT		3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
Dept 247 - BOARD OF REVIEW							
101-247-701.400	WAGES - B OF R	1,500.00	1,500.00	625.00	0.00	875.00	41.67
101-247-701.401	WAGES - B OF R	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP

PERIOD ENDING 05/31/2024

GL NUMBER	DESCRIPTION	2024		YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/24	AVAILABLE BALANCE	% BDDG USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-247-701.402	WAGES - B OF R	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-247-701.403	WAGES - B OF R	1,500.00	1,500.00	1,500.00	0.00	0.00	100.00
101-247-960.000	EDUCATION & TRAINING	200.00	200.00	106.53	0.00	93.47	53.27
Total Dept 247 - BOARD OF REVIEW		6,200.00	6,200.00	2,231.53	0.00	3,968.47	35.99
Dept 253 - TOWNSHIP TREASURER							
101-253-701.500	WAGES - TREASURER	95,140.91	95,140.91	40,251.97	10,977.81	54,888.94	42.31
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	61,447.59	61,447.59	25,997.07	7,090.11	35,450.52	42.31
101-253-726.000	SUPPLIES	1,500.00	1,500.00	261.61	70.35	1,238.39	17.44
101-253-726.001	POSTAGE	7,700.00	7,700.00	0.00	0.00	7,700.00	0.00
101-253-801.000	LEGAL SERVICES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-253-809.000	Bank Fees	300.00	300.00	32.00	0.00	268.00	10.67
101-253-860.500	MILEAGE - TREASURER	700.00	700.00	0.00	0.00	700.00	0.00
101-253-860.501	MILEAGE - DEPUTY TREASURER	500.00	500.00	141.24	141.24	358.76	28.25
101-253-900.000	PRINTING & PUBLISHING	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00
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	599.00	0.00	3,901.00	13.31
101-253-965.000	DUES & PUBLICATIONS	750.00	750.00	0.00	0.00	750.00	0.00
Total Dept 253 - TOWNSHIP TREASURER		183,838.50	183,838.50	67,282.89	18,279.51	116,555.61	36.60
Dept 257 - ASSESSING DEPARTMENT							
101-257-701.202	WAGES - APPRAISER II	50,102.70	50,102.70	19,163.61	3,746.01	30,939.09	38.25
101-257-701.203	WAGES - GIS	10,000.00	10,000.00	6,765.00	1,965.00	3,235.00	67.65
101-257-701.204	WAGES - APPRAISER III	66,258.37	66,258.37	28,028.05	7,644.02	38,230.32	42.30
101-257-701.205	WAGES - ASSESSOR	117,468.87	117,468.87	49,698.33	13,554.09	67,770.54	42.31
101-257-726.000	SUPPLIES	1,800.00	1,800.00	168.18	0.00	1,631.82	9.34
101-257-726.001	POSTAGE	5,000.00	5,000.00	(320.17)	0.00	5,320.17	(6.40)
101-257-805.000	CONTRACTED AND OTHER SERVICES	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00
101-257-860.201	MILEAGE - ASSESSOR	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-257-900.000	PRINTING & PUBLISHING	4,025.00	4,025.00	3,006.62	0.00	1,018.38	74.70
101-257-901.000	ADVERTISING	500.00	500.00	33.13	0.00	466.87	6.63
101-257-960.000	EDUCATION & TRAINING	6,750.00	6,750.00	105.00	0.00	6,645.00	1.56
Total Dept 257 - ASSESSING DEPARTMENT		297,904.94	297,904.94	106,647.75	26,909.12	191,257.19	35.80
Dept 262 - ELECTIONS							
101-262-701.000	WAGES	121,550.00	121,550.00	25,334.50	2,065.00	96,215.50	20.84
101-262-726.000	SUPPLIES	30,000.00	30,000.00	17,532.06	977.63	12,467.94	58.44
101-262-726.001	POSTAGE	1,000.00	1,000.00	3,143.53	1,703.53	(2,143.53)	314.35
101-262-860.000	MILEAGE	200.00	200.00	121.27	0.00	78.73	60.64
101-262-901.000	ADVERTISING	500.00	500.00	109.05	0.00	390.95	21.81
101-262-935.010	MACHINE MAINTENANCE	8,000.00	8,000.00	4,156.00	0.00	3,844.00	51.95
Total Dept 262 - ELECTIONS		161,250.00	161,250.00	50,396.41	4,746.16	110,853.59	31.25
Dept 265 - TOWNSHIP HALL							
101-265-701.011	Maintenance Wages	100.00	100.00	0.00	0.00	100.00	0.00
101-265-726.003	SUPPLIES-MAINTANCE	4,000.00	4,000.00	631.99	131.29	3,368.01	15.80
101-265-850.000	TELEPHONE	14,000.00	14,000.00	5,535.29	1,102.05	8,464.71	39.54

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP

PERIOD ENDING 05/31/2024

GL NUMBER	DESCRIPTION	2024		YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/24	AVAILABLE BALANCE	BDO USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-265-920.601	HEATING / GAS	14,500.00	14,500.00	6,328.69	950.91	8,171.31	43.65
101-265-920.602	WATER / SEWER	4,000.00	4,000.00	829.09	328.76	3,170.91	20.73
101-265-920.603	LIGHTS BUILDING	12,000.00	12,000.00	3,802.84	0.00	8,197.16	31.69
101-265-935.601	SNOW PLOWING	10,000.00	10,000.00	800.00	0.00	9,200.00	8.00
101-265-935.602	LAWN MAINTENANCE	10,000.00	10,000.00	474.52	0.00	9,525.48	4.75
101-265-935.603	CLEANING SERVICE	17,200.00	17,200.00	5,400.00	1,350.00	11,800.00	31.40
101-265-935.604	RUBBISH REMOVAL	1,400.00	1,400.00	679.60	135.92	720.40	48.54
101-265-935.605	BUILDING REPAIR	10,000.00	10,000.00	186.00	186.00	9,814.00	1.86
101-265-935.608	MAINTENANCE-OTHER	15,000.00	15,000.00	5,624.79	1,188.59	9,375.21	37.50
Total Dept 265 - TOWNSHIP HALL		112,200.00	112,200.00	30,292.81	5,373.52	81,907.19	27.00
Dept 301 - POLICE SERVICES							
101-301-930.000	POLICE CONTRACT	1,600,000.00	1,600,000.00	333,044.51	0.00	1,266,955.49	20.82
Total Dept 301 - POLICE SERVICES		1,600,000.00	1,600,000.00	333,044.51	0.00	1,266,955.49	20.82
Dept 321 - TOWNSHIP VEHICLES							
101-321-862.000	GAS & CAR WASHES	4,000.00	4,000.00	585.95	155.81	3,414.05	14.65
101-321-863.000	OIL CHANGES	500.00	500.00	85.34	0.00	414.66	17.07
101-321-864.000	MISCELLANEOUS	1,500.00	1,500.00	612.31	35.49	887.69	40.82
Total Dept 321 - TOWNSHIP VEHICLES		6,000.00	6,000.00	1,283.60	191.30	4,716.40	21.39
Dept 371 - TOWNSHIP BUILDING INSPECTOR							
101-371-701.702	WAGES BUILDING ASSISTANT	19,872.83	19,872.83	8,581.78	2,340.48	11,291.05	43.18
101-371-701.703	WAGES - BUILDING OFFICIAL	98,316.14	98,316.14	41,595.29	11,344.17	56,720.85	42.31
101-371-701.704	WAGES - BUILDING INSPECTOR	28,930.13	28,930.13	9,769.83	2,490.35	19,160.30	33.77
101-371-701.705	WAGES - CONSTRUCTION BOARD	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-371-701.706	WAGES - BUILDING INTERN	500.00	500.00	0.00	0.00	500.00	0.00
101-371-701.707	WAGES-SOIL & EROSION	500.00	500.00	0.00	0.00	500.00	0.00
101-371-726.000	SUPPLIES	1,000.00	1,000.00	159.98	0.00	840.02	16.00
101-371-960.000	EDUCATION & TRAINING	500.00	500.00	0.00	0.00	500.00	0.00
101-371-965.000	DOES & PUBLICATIONS	2,000.00	2,000.00	160.00	0.00	1,840.00	8.00
Total Dept 371 - TOWNSHIP BUILDING INSPECTOR		152,619.10	152,619.10	60,266.88	16,175.00	92,352.22	39.49
Dept 448 - STREET LIGHTS - TOWNSHIP							
101-448-920.005	STREET LIGHTS TOWNSHIP	70,000.00	70,000.00	23,787.10	5,687.43	46,212.90	33.98
Total Dept 448 - STREET LIGHTS - TOWNSHIP		70,000.00	70,000.00	23,787.10	5,687.43	46,212.90	33.98
Dept 701 - TOWNSHIP PLANNER							
101-701-701.900	WAGES - DIRECTOR OF PLANNING	93,004.61	93,004.61	39,348.10	10,731.30	53,656.51	42.31
101-701-701.901	WAGES - DEPUTY PLANNER	66,363.39	66,363.39	28,076.84	7,657.32	38,286.55	42.31
101-701-701.902	WAGES -PLANNER ASSISTANT	15,418.44	15,418.44	6,436.40	1,755.38	8,982.04	41.74
101-701-701.903	WAGES - GIS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-701-726.000	SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-701-860.900	MILEAGE - TOWNSHIP PLANNER	300.00	300.00	0.00	0.00	300.00	0.00
101-701-860.901	MILEAGE - DEPUTY PLANNER	300.00	300.00	0.00	0.00	300.00	0.00
101-701-900.000	PRINTING & PUBLISHING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP

PERIOD ENDING 05/31/2024

GL NUMBER	DESCRIPTION	2024		YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/24	AVAILABLE BALANCE	BDOGS USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-701-960.000	EDUCATION & TRAINING	5,000.00	5,000.00	3,821.82	0.00	1,178.18	76.44
101-701-965.000	DUES & PUBLICATIONS	1,000.00	1,000.00	725.00	0.00	275.00	72.50
Total Dept 701 - TOWNSHIP PLANNER		189,386.44	189,386.44	78,408.16	20,144.00	110,978.28	41.40
Dept 702 - ZONING ADMINISTRATOR							
101-702-701.601	WAGES - ZONING ADMINISTRATOR	66,363.66	66,363.66	28,076.95	7,657.35	38,286.71	42.31
101-702-701.602	WAGES - ZONING CODE ENFORCER	31,241.60	31,241.60	13,833.42	4,145.52	17,408.18	44.28
101-702-701.603	WAGES ZONING ASSISTANT	15,418.44	15,418.44	6,436.22	1,755.34	8,982.22	41.74
101-702-701.604	WAGES -ZONING CODE ENFORCER	28,371.20	28,371.20	12,132.78	3,403.18	16,238.42	42.76
101-702-701.606	WAGES -ZONING INTERN	500.00	500.00	0.00	0.00	500.00	0.00
101-702-726.000	SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-702-860.601	MILEAGE - ZONING ADMIN	150.00	150.00	0.00	0.00	150.00	0.00
101-702-860.602	MILEAGE - DEPT ZONING	150.00	150.00	145.39	0.00	4.61	96.93
101-702-960.000	EDUCATION & TRAINING	2,000.00	2,000.00	178.50	0.00	1,821.50	8.93
101-702-965.000	DUES & PUBLICATIONS	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 702 - ZONING ADMINISTRATOR		145,694.90	145,694.90	60,803.26	16,961.39	84,891.64	41.73
Dept 704 - ZONING BOARD OF APPEALS							
101-704-701.001	WAGES - ZONING	1,200.00	1,200.00	375.00	125.00	825.00	31.25
101-704-701.002	WAGES - ZONING	1,200.00	1,200.00	250.00	0.00	950.00	20.83
101-704-701.003	WAGES - ZONING	1,200.00	1,200.00	625.00	125.00	575.00	52.08
101-704-701.004	WAGES - ZONING	1,200.00	1,200.00	1,000.00	125.00	200.00	83.33
101-704-701.005	WAGES - ZONING	1,200.00	1,200.00	750.00	125.00	450.00	62.50
101-704-801.000	LEGAL SERVICES	10,000.00	10,000.00	3,967.25	1,345.00	6,032.75	39.67
101-704-805.000	CONTRACTED AND OTHER SERVICES	1,000.00	1,000.00	272.00	0.00	728.00	27.20
101-704-901.000	ADVERTISING	2,000.00	2,000.00	476.30	310.85	1,523.70	23.82
101-704-960.000	EDUCATION & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 704 - ZONING BOARD OF APPEALS		20,000.00	20,000.00	7,715.55	2,155.85	12,284.45	38.58
Dept 707 - PLANNING COMMISSION							
101-707-701.800	WAGES - PLANNING	3,200.00	3,200.00	1,000.00	250.00	2,200.00	31.25
101-707-701.801	WAGES - PLANNING	3,200.00	3,200.00	1,125.00	250.00	2,075.00	35.16
101-707-701.802	WAGES - PLANNING	3,200.00	3,200.00	1,125.00	250.00	2,075.00	35.16
101-707-701.804	WAGES - PLANNING	3,200.00	3,200.00	875.00	250.00	2,325.00	27.34
101-707-701.805	WAGES - PLANNING	3,200.00	3,200.00	1,000.00	250.00	2,200.00	31.25
101-707-701.806	WAGES - PLANNING	3,200.00	3,200.00	1,000.00	125.00	2,200.00	31.25
101-707-701.808	WAGES - PLANNING	3,200.00	3,200.00	1,125.00	125.00	2,075.00	35.16
101-707-801.000	LEGAL SERVICES	25,000.00	25,000.00	1,412.25	0.00	23,587.75	5.65
101-707-805.000	CONTRACTED AND OTHER SERVICES	6,000.00	6,000.00	832.00	176.50	5,168.00	13.87
101-707-900.000	PRINTING & PUBLISHING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-707-901.000	ADVERTISING	2,000.00	2,000.00	454.15	0.00	1,545.85	22.71
101-707-960.000	EDUCATION & TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-707-965.000	DUES & PUBLICATIONS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 707 - PLANNING COMMISSION		59,400.00	59,400.00	9,948.40	1,676.50	49,451.60	16.75
Dept 720 - COMMUNITY PROMOTIONS							
101-720-880.003	COM. PROM. - ECONOMIC DEVELOPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-720-880.004	COM. PROM. - TC-TALUS	5,000.00	5,000.00	3,378.13	0.00	1,621.87	67.54

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP
 PERIOD ENDING 05/31/2024

GL NUMBER	DESCRIPTION	2024		YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/24	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-720-880.007	COM. PROM. - COMMUNITY AWAREN	40,000.00	40,000.00	15,250.00	5,000.00	24,750.00	38.13
101-720-880.008	COM. PROM. - CONTRACTED SERVI	50.00	50.00	0.00	0.00	50.00	0.00
101-720-880.009	COM. PROM. - TREE CARE	50.00	50.00	0.00	0.00	50.00	0.00
101-720-880.011	COM. PROM. - P.E.G.	100,000.00	100,000.00	40,176.86	0.00	59,823.14	40.18
Total Dept 720 - COMMUNITY PROMOTIONS		146,100.00	146,100.00	58,804.99	5,000.00	87,295.01	40.25
Dept 851 - EMPLOYEE BENEFITS & INSURANCES							
101-851-701.000	WAGES	9,100.00	9,100.00	3,750.60	750.12	5,349.40	41.22
101-851-701.027	UNEMPLOYMENT	4,000.00	4,000.00	1,640.00	0.00	2,360.00	41.00
Total Dept 851 - EMPLOYEE BENEFITS & INSURANCES		13,100.00	13,100.00	5,390.60	750.12	7,709.40	41.15
Dept 900 - CAPITAL OUTLAY							
101-900-970.001	CAPITAL OUTLAY - ELECTIONS	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
101-900-970.002	CAPITAL OUTLAY - TOWNSHIP HAL	50,000.00	50,000.00	16,570.00	12,820.00	33,430.00	33.14
101-900-970.003	CAPITAL OUTLAY - COMPUTER	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-900-970.004	CAPITAL OUTLAY - VEHICLES	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00
101-900-970.005	CAPITAL OUTLAY - LAND	50.00	50.00	0.00	0.00	50.00	0.00
Total Dept 900 - CAPITAL OUTLAY		155,050.00	155,050.00	16,570.00	12,820.00	138,480.00	10.69
TOTAL EXPENDITURES		3,856,972.73	3,856,972.73	1,132,972.15	209,424.57	2,724,000.58	29.37
Fund 101 - GENERAL OPERATING FUND:							
TOTAL EXPENDITURES		3,856,972.73	3,856,972.73	1,132,972.15	209,424.57	2,724,000.58	29.37

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP
PERIOD ENDING 05/31/2024

GL NUMBER	DESCRIPTION	2024		YTD BALANCE 05/31/2024	ACTIVITY FOR MONTH 05/31/24	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 208 - PARK/RECREATION FUND							
Expenditures							
Dept 000							
208-000-701.905	WAGES - REC BOARD	7,000.00	7,000.00	2,125.00	625.00	4,875.00	30.36
208-000-701.906	Parks Steward	31,241.60	31,241.60	12,601.78	3,064.08	18,639.82	40.34
208-000-701.907	Park Steward 2	28,371.20	28,371.20	11,873.62	3,144.02	16,497.58	41.85
208-000-711.010	SOCIAL SECURITY - EMPLOYER	32,000.00	32,000.00	2,006.19	515.69	29,993.81	6.22
208-000-711.030	BENEFITS	999.70	999.70	0.00	0.00	999.70	0.00
208-000-801.000	LEGAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
208-000-805.000	CONTRACTED AND OTHER SERVICES	82,980.00	82,980.00	17,202.28	4,252.46	65,777.72	20.73
208-000-864.000	MISCELLANEOUS	100.00	100.00	0.00	0.00	100.00	0.00
208-000-880.001	COM. PROM. - SILVER LAKE PARK	100.00	100.00	0.00	0.00	100.00	0.00
208-000-880.006	COM. PROM. - BVNP (YMCA)	100.00	100.00	0.00	0.00	100.00	0.00
208-000-880.008	COM. PROM. - Cont. Serv GTCD	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
208-000-880.012	COM. PROM. - GT COMMONS	100.00	100.00	0.00	0.00	100.00	0.00
208-000-880.013	COM. PROM. - BOARDMAN RIVER	100.00	100.00	0.00	0.00	100.00	0.00
208-000-880.014	COM. PROM. - MILLER CREEK	100.00	100.00	0.00	0.00	100.00	0.00
208-000-880.015	COM. PROM. - PARK & TRAIL MAI	100.00	100.00	0.00	0.00	100.00	0.00
208-000-880.016	COM. PROM. - KIDS CREEK PARK	100.00	100.00	0.00	0.00	100.00	0.00
208-000-880.019	RIVER EAST RECREATION AREA	100.00	100.00	0.00	0.00	100.00	0.00
208-000-890.000	CONTINGENCIES	100.00	100.00	0.00	0.00	100.00	0.00
208-000-935.000	MAINTENANCE - MISC, EQUIP	25,000.00	25,000.00	408.55	1,949.44	24,591.45	1.63
208-000-970.000	CAPITAL OUTLAY	365,000.00	365,000.00	27,323.61	4,100.00	337,676.39	7.49
Total Dept 000		584,592.50	584,592.50	73,541.03	17,650.69	511,051.47	12.58
Dept 851 - EMPLOYEE BENEFITS & INSURANCES							
208-851-711.010	SOCIAL SECURITY - EMPLOYER	5,407.50	5,407.50	0.00	0.00	5,407.50	0.00
Total Dept 851 - EMPLOYEE BENEFITS & INSURANCES		5,407.50	5,407.50	0.00	0.00	5,407.50	0.00
TOTAL EXPENDITURES		590,000.00	590,000.00	73,541.03	17,650.69	516,458.97	12.46
Fund 208 - PARK/RECREATION FUND:							
TOTAL EXPENDITURES		590,000.00	590,000.00	73,541.03	17,650.69	516,458.97	12.46



363 W South Airport Rd.
Traverse City, MI 49686
(231) 715-7899

Date: May 29, 2024

JOB NAME: Garfield Twp. Mike Green EMAIL: mgreen@garfield-twp.com
ADDRESS: non-motorized path PHONE: (231) 941-1620
SCOPE OF WORK: RR

DESCRIPTION OF WORK

BASE:

- ☐ Utilizing existing base \$ _____
- ☐ Base completed by alternative contractor \$ _____
- ☐ Fine grade \$ _____
- ☐ Overlay \$ _____
- ☒ Global installs base up to 35 tons gravel as needed \$ inc
sufficient base

ASPHALT:

Depth 1.5" - 1.5" - 3" total

Lifts 2

Removal existing asphalt

Estimate Tonnage 36 ton/lift - 72 tons asphalt \$ 13,480
total

Tonnage over the estimated amount to be applied at a rate of \$ 150 per ton.

STRIPING: Layout and stripe lot in _____ traffic paint to specifications.

Layout diagram to be determined. ☐ Includes handicap stencils and ladders. \$ _____

All material is guaranteed to be as specified and the above work to be completed in a workmanlike manner for the sum of:

Thirteen thousand four hundred and eighty Dollars (\$ 13,480).

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon weather delays beyond our control.

Respectfully Submitted Amanda

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as above. Global Asphalt Solutions and Customer agree, if Customer fails to pay as agreed and Global Asphalt Solutions incurs costs to pursue or collect the amount owed on the contract (including actual legal fees), Global Asphalt Solutions is entitled to recover those costs from Customer.

Signature [Signature] Date 6-3-24



US 31 Trails

Legend

- Trail along US 31 - in front of Kids Creek Park (437.5 feet)
- Trails along US 31

Charter Township of Garfield
 3848 Veterans Drive
 Traverse City, MI 49684
 Phone: 231.941.1620
 Fax: 231.941.1688

NOT A LEGAL SURVEY

This map is based on digital databases prepared by the Charter Township of Garfield. The Township does not provide any warranty, either express or implied, or accept any responsibility for any errors, omissions, or that the information contained in the map or the digital databases is currently or positionally accurate. Always contact a surveyor to be sure of where your property lines are located.





Engineering
Surveying
Testing &
Operations

8.b.

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

May 21, 2024

Charter Township of Garfield
Attn: Chuck Korn, Supervisor
3848 Veterans Drive
Traverse City, Michigan 49684

Re: Ridgeview Court Water main Extension
Garfield Township
Proposal No. 24029C

Dear Chuck:

In accordance with our continuing contract for professional services, we are pleased to submit this letter proposal for your review and approval.

DESCRIPTION OF THE PROJECT

The project consists of professional engineering services for the design, permitting and construction engineering for the extension of the 8" water main along Ridge View Court to provide potable water to the adjacent property owners. The extension would include approximately 1,000 feet of 8" water main to be extended to the limits of the road providing water service to seventeen (17) parcels. The engineering fees would include design, permitting, bidding, construction observation and closeout. The project would be financed by the Township with costs reimbursed by the property owners (upon connection) as a Lateral Charge with financing options offered by the Township. This project supports the Township's goals and objectives to provide municipal infrastructure, hence preserving the health and safety of the public and environment.

SCOPE OF SERVICES

Design Phase

During the design phase, Gourdie Fraser, Inc. (GFA) will provide services to assure that the project is designed in accordance with the applicable state and local regulatory requirements and based upon input from the Township Board. Design phase services will include the following:

- Research and obtain information for existing utilities to be included in the construction documents - *Previously completed with costs sharing with GTCRC*
- Topographical survey of the project site - *Previously completed with costs sharing with GTCRC*
- Preparation of preliminary and final plans / specs for issuance to Township, and regulatory agencies for permits (EGLE, SESC and GTCRC). Update as needed based upon comments
- Preparation of plans and specification to be utilized for permitting and the bidding process



- As part of completion of final engineering for the project components, final plans, specifications, quantities and opinions of probable construction cost will be prepared for review and consideration by the Township. The proposal includes an allowance for meetings with Township staff during this phase to review the final design documents.

Contract/Bid Documents & Permit Assistance

Detailed specifications will be prepared for all items to be bid and constructed by the contractor. This item also includes preparation of contract documents to form the basis of the package to be advertised for contractor bids. GFA will provide assistance to the Township in advertising, addressing contractor questions, preparation of contract addenda as necessary, opening and reviewing bids, and making recommendation of contract award. *This project will be performed in conjunction with the GTCRC road reconstruction to provide consolidation of work and costs.*

Construction Phase

During the construction phase, GFA will provide services to assure that the project is constructed in accordance with the plans, contract documents, and applicable permits. *This project will be performed in conjunction with the GTCRC road reconstruction to provide consolidation of work and costs.*

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.

Construction Observation/Materials Testing

Fulltime on-site observation services will be required during construction for the proposed improvements. Construction observation services will help to assure that construction is in accordance with the approved plans and contract documents. Observation staff will track construction quantities and document construction through the use of observation / testing reports. Observation staff will also be responsible for performing testing on construction materials such as concrete, asphalt, and soil density. This proposal estimates that twenty (12) observation work days, 140 hours will be required to complete construction of the project. It should be noted that the actual time required for construction will be highly dependent upon the contractor's ability to complete their work in a timely manner. As a result, construction observation time required beyond the hours assumed in this proposal may be considered as additional services. *Work is limited to the installation of the watermain and accessories only. CM and CE services related to the road reconstruction will be completed by the GTCRC.*

Contract Administration/Construction Engineering

Contract administration and construction engineering (CA/CE) includes services to be provided by GFA office engineering and project management staff during the construction process. Typical CA/CE duties include preparation of contractor pay estimates, review of contractor claims, preparation of change orders (or contract modifications) as needed, and interpretation/application of conditions in the contract documents as it relates to situations which may arise in the field. CA/CE services also include preparing and overseeing design adjustments required due to unforeseen conditions encountered at the construction site. Preparation of construction record drawings and closeout paperwork at the conclusion of construction is also included under this work scope item.



CLARIFICATIONS AND ASSUMPTIONS

The project fee budget is based on the following assumptions, and that specific work items listed in this section will not be included in the scope of services:

- Wetland location, determination, mitigation, and permitting.
- Preparation of easements, rights-of-way, or boundary documents.
- Title Work / Easement or right-of-way acquisition.
- Permit and Advertising fees.
- Environmental Impact Statements or Reports.

FEE FOR SERVICES

We will provide the above referenced services for the following lump sum (Not to Exceed) fees:

Design Services	\$ 8,500.00
Construction Staking	\$ 3,000.00
Construction Administration	\$ 5,000.00
Construction Observation Services	\$ 14,500.00
<u>Project Closeout and Turnover</u>	<u>\$ 2,500.00</u>
TOTAL ESTIMATED PROJECT COST:	\$33,000.00

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

☒ Photocopies ☒ Prints ☒ Mylars/Vellums ☒ Travel Expenses

TIME OF COMPLETION

We will complete the design and bidding services within 30 days provided agencies outside our control can supply requested information and/or permit processing within the anticipated timeline.

Construction services will be performed in accordance with the approved construction schedule as submitted by the selected contractor. Project closeout services will be completed within 30 days of substantial completion dependent on document submittal by the contractor.

CHANGES/ADDITIONAL WORK

Any changes, modifications or additions to the above Scope of Services will be performed at normal current hourly rates for the personnel involved.

TERMS AND CONDITIONS

The terms and conditions of the Basic Services Agreement for Professional Services dated July 30, 1996 shall apply.

**ACCEPTANCE**

If this proposal is acceptable to you, please sign where indicated below. 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****CHARTER TOWNSHIP OF GARFIELD****CLIENT/OWNER**

_____ Jennifer Graham, P.E.	(Signature) (Name)	_____ Chuck Korn
_____ Project Manager	(Title)	_____ Supervisor
_____ 231-946-5874	(Date)	_____ 231-941-1620
_____ jennifer@gfa.tc	(Phone No)	_____ ckorn@garfield-twp.com
	(Email)	



June 5, 2024

Mr. Chuck Korn
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49685

RE: Proposed McCrae Booster Station
GFA Proposal No. 23029C

Dear Mr. Korn:

Thank you for the opportunity to submit this proposal to provide design, permitting, bidding and construction oversite services for the Booster Pump Station Installation. This proposal letter presents our scope of services, fee, time schedule, and "Standard Terms and Conditions." Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Part A Scope of Services

A.1 Project Need

The Charter Township of Garfield as the owner and operator of a public municipal water system is committed to providing quality and quantity water supply to their residents. As the owner, the Township is responsible to comply with the rules and regulations of the Safe Drinking Water Act as enforced by the Michigan Department of Environment Great Lakes and Energy. As part of these regulations, the Township is responsible to perform a Water Reliability Study including Capital Improvement Plan every 5 years.

The Township has taken the position to support the health, wellbeing, and environmental impacts by providing water and sewer service. A component of the 5-year Reliability Study is to monitor and identify areas of potential interest to provide expansion of such a service. The US-31/37 corridor south of McCrae Hill Road including a 190-acre parcel owned by the Oleson Foundation has been specifically recognized by the Township Board and Staff of having great development potential in Grand Traverse County. Therefore, the Township Board favors and is in support of an extension of the Township water infrastructure to serve this area and support new development which will have significant regional benefits. This was formalized through a board resolution adopted earlier this year.

The scope of the project would construction of an onsite booster station near the existing McCrae Hill Ground Water Storage tank. All watermain extensions will be funded by the developer (Olesons).



A.2 Project Location / Identification

This portion of the project involves the following general work items:

Installation of a booster pump station including Building, Piping, SCADA, electrical, HVAC, onsite generator, site access and upgrades located near McCrae Ground Storage Tank.

A.2 Description of Basic Services of Engineer:

Preliminary Design Phase

During the Preliminary Design, Engineer shall:

1. Perform topographic survey of the existing project limits and prepare base maps using existing information and update as necessary.
2. Pressure testing/hydraulic model review to determine, pressures, setting and operation of proposed pumps
3. Prepare preliminary plans (60%) that will indicate the general scope of work such as:
 - i. Water Main Plan and Profile Layouts
 - ii. Building Plan layouts including mechanical, electrical and instrumentation
 - iii. Coordination with Grand Traverse County SCADA integrator regarding operations
4. Prepare preliminary contract documents and technical specifications.
5. Work in conjunction with the Grand Traverse County Department of Public Works and respective equipment vendors (generator and pumps) to determine the limits of the new pipe, valves, and system operations.
6. Prepare preliminary contract bid documents and technical specifications. Update OPCC
7. Contact the following agencies/utility companies to determine the location of their utility lines within the project area.
 - a. Consumers Energy
 - b. AT&T
 - c. DTE
 - d. Charter Communications
8. QA-QC.

Final Design Phase

During the Final Design, Engineer shall:

1. Prepare final Design plans for the high service pump.
2. Prepare final specifications, bidding sheets and contract documents so that the plans and specifications are ready for bidding.
3. Review plans with the Grand Traverse County Department of Public works.



4. Prepare permit applications and submit final plans and specifications including Basis of Design to the following agencies (permit fees to be paid for by Township).
 - a. EGLE
 - b. Grand Traverse County SESC
 - c. Grand Traverse County Road Commission
 - d. Building, Electrical, Mechanical and Plumbing Permits are responsibility of the Contractor
5. QA-QC.

Construction Services (including bidding, administration, inspection and closeout)

Bidding Phase

During the Bidding, Engineer shall:

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

Construction Administration

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

Construction Observation

1. Review materials directly related to the project upon delivery to the site.
2. Videotape construction area prior to construction.
3. Review restoration and clean-up operations.
4. Perform materials testing as required.



5. Witness and document the Contractor's methods and procedures for testing the water main piping and applicable appurtenances for hydrostatic tests, chlorination, witness bacteria testing and flushing.
6. Witness of construction installation for all piping and structures including preparation of daily log of construction activities.
7. Review and verification of Contractors' requested quantities for payment.
8. Keep records of as-constructed measurements.
9. Coordinate and attend startup of pump including generator and pumps and SCADA programming

Project Closeout and Start-Up

1. Certify to the owner and agencies that construction was completed in accordance with approved plans and specifications.
2. Review and transmit to the Owner the following documents from the Contractor:
 - a. One-Year Maintenance bond.
 - b. Letter of Guarantee.
 - c. Affidavit of Completion.
 - d. Waiver of Lien.
3. Transmit the following documents to the Owner:
 - a. Record Drawings of the newly constructed Project.

A.3 Period of Service:

Part A. Time of Completion

This portion of the project will be completed in a timely manner and as rapidly as the Township approval process permits. We anticipate completing the design work within 90 days of authorization to proceed.

Part B. Time of Completion

Construction services will be performed in a timely manner consistent with the contractor's operations and upon receipt of permits. Closeout will occur within 30 days of construction completion.



Part B Fee for Service

B.1 Fee For Services

Method of Payment for Services and Expenses of Engineer:

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

Part A. Design, Services

Preliminary Design	\$70,800.00
Final Design	\$90,500.00

Part B. Construction Services

Bidding	\$8,500.00
Construction Administration	\$84,200.00
Construction Inspection	\$98,500.00
Closeout / Startup	\$12,500.00

TOTAL: \$365,000.00

Changes, modifications, or additions to the Basic Services will be performed at the normal hourly rates for the personnel involved or at a negotiated fee.

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

B.2 Additional Information

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

☒ Photocopies ☒ Prints ☒ Mylars/Vellums ☒ Travel Expenses

Contract Terms and Conditions

The terms and conditions of the Basic Services Agreement for Professional Services dated July 30, 1996 shall apply.



Acceptance

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

GFA

CONSULTANT

Name

CLIENT/OWNER

_____ Jennifer Graham, PE	(Signature) (Name)	_____ Chuck Korn
_____ Director of Engineering	(Title)	_____ Supervisor Charter Township of Garfield
_____ 231-946-5874	(Date)	_____
_____ jennifer@gfa.tc	(Phone No)	_____
	(Email)	_____ 231-941-1620

GARFIELD TOWNSHIP AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2024, by and between the Charter Township of Garfield, a Municipal Corporation located in Grand Traverse County, Michigan, hereinafter referred to as "TOWNSHIP"; and MOBILE MEDICAL RESPONSE, INC., a not for profit Michigan Corporation (501c3) with its principal place of business at 834 South Washington Avenue, Saginaw, Michigan 48605, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWNSHIP is desirous of providing the citizens of Garfield Township with high quality ambulance service which shall include advanced mobile emergency care service in keeping with the advancements of pre-hospital emergency medical care; and

WHEREAS, pursuant to Section 20948 (1) of 1990 PA 179 [MCLA 333.2098 (1), MSA 14.15 (2098 (1))], the TOWNSHIP is authorized to enter into a contract providing for ambulance service.

WHEREAS, the TOWNSHIP has determined that the needs of its citizens can best be met by the designation of an advanced life support ambulance provider; and

WHEREAS, CONTRACTOR is duly licensed under the laws of the State of Michigan to provide ambulance services, is prepared to undertake, and faithfully respond to, all requests for ambulance service within Garfield Township; and

WHEREAS, CONTRACTOR currently has the capacity of providing both ALS and BLS service; and

NOW THEREFORE, IT IS HEREBY AGREED as follows:

I

DEFINITIONS

The definitions contained in 1990 PA 179, specifically Sections 20901 through 20773 (MCLA 333.20901 through 333-20979; MSA 14.15 (20901) through 14.15 (20979)), shall be applicable to the same terms used in this Agreement.

II

RIGHTS OF SERVICE

A. The TOWNSHIP hereby designates CONTRACTOR to provide exclusive mobile basic and advanced life support ambulance services within the Charter Township of Garfield during the term of this Agreement.

B. The TOWNSHIP agrees to have the Grand Traverse County (911) Dispatch Center dispatch all ambulance calls for emergency and non-emergency service within the Charter Township of Garfield dispatched in simulcast to the TOWNSHIP's Fire Department and the CONTRACTOR as applicable within the Grand Traverse 911 Plan.

C. The CONTRACTOR shall have and maintain current, reciprocal mutual aid agreements with other ambulance services. Copies of these mutual aid agreements shall be provided to the TOWNSHIP upon request. Copies of new and/or amended mutual aid agreements shall also be provided upon request to the TOWNSHIP within thirty (30) calendar days from their effective dates. In the event CONTRACTOR is unable, for any reason, to provide the required ambulance service with its own personnel and equipment within the TOWNSHIP, CONTRACTOR shall activate one or more mutual aid agreements to meet the terms and conditions of this Agreement. The CONTRACTOR shall submit to the TOWNSHIP a mutual aid resource plan showing the average number of Advanced Life Support ambulances that could be provided for a back-to-back or multi-casualty incident. The plan must contain typical response times based on average activity. The plan must also contain contingency planning for multiple back-to-back incidents across the Garfield Township geographical area.

III SERVICE

A. The CONTRACTOR shall provide to the citizens of Garfield Township a full range of, high-quality ambulance service, with an emphasis on Advanced Life Support (ALS) with Basic Life Support (BLS) as needed within the limits of the Garfield Township, when requested by Grand Traverse County Central Dispatch Center (911) or the TOWNSHIP's Fire or Garfield Police Departments. Such services shall be provided without regard to ability to pay.

B. The CONTRACTOR shall, within Garfield Township, consistent with State and Federal regulations, promptly and competently provide ambulance service in accordance with the terms and conditions of this Agreement whenever requested by any of the agencies or persons set forth in Article 3.A above. Further, CONTRACTOR shall, in accord with the provisions of this Agreement, promptly and competently, provide mobile emergency care response and service for Priority One emergencies, basic and advanced, occurring within Garfield Township.

C. The CONTRACTOR agrees to transport patients who have knowingly agreed (when possible) to be transported to the facility of their choice, when appropriate. Patient destination shall be determined in accordance with the Northwest Regional Medical Control Authority protocol, attached hereto and incorporated by reference, and as amended from time to time.

D. The CONTRACTOR agrees to provide these services in exchange for CONTRACTOR'S reasonable and customary fees charged to the individuals using the service according to CONTRACTOR'S normal billing practices, and without expectation of any additional payment from Garfield Township. The TOWNSHIP shall have no responsibility or liability for any person's refusal or failure to pay the CONTRACTOR for services rendered. CONTRACTOR shall provide a reasonable level of uncompensated care for indigents requiring pre-hospital and transport services.

IV

COOPERATION WITH GRAND TRAVERSE COUNTY CENTRAL DISPATCH

A. The CONTRACTOR shall participate in the Automatic Vehicle Locator (AVL) system as administered through Grand Traverse County Central Dispatch which will also be available to other Grand Traverse area emergency service units. Copies of CONTRACTOR established protocols, policies and procedures shall be provided to the TOWNSHIP Manager. Required information includes: Unit Identifier, Unit Station Assignment, Unit Coverage Area, Unit Duty Time, and No Unit Available (NUA) status when applicable.

B. The protocols, policies and procedures, and any and all amendments thereto of the Grand Traverse County Central Dispatch (911) system shall be followed and adhered to by CONTRACTOR.

C. The CONTRACTOR shall utilize the Crew Force system to provide the capability of integration into the local CAD system and communicating with Grand Traverse County Central Dispatch Center and other Grand Traverse area emergency service units, and to maintain continuity between the CONTRACTOR and Grand Traverse County Central Dispatch Center.

V

COMPLIANCE WITH FEDERAL AND STATE LAWS, LOCAL ORDINANCES AND RULES AND REGULATIONS

A. The CONTRACTOR shall comply with all applicable laws of the United States of America, State of Michigan, and local ordinances, now or hereafter existing, and with all applicable Federal and State rules and regulations now or hereafter existing relating to any of the services provided pursuant to this Agreement.

B. The CONTRACTOR shall specifically comply with the applicable provisions of 1990 PA 179 [MCLA 333.20901 through 333.20979; MSA 14.15 (20901) through 14.15 (20979)], including any future amendments or additions thereto, together with any rules and regulations promulgated thereunder, now or hereafter existing or amended.

VI

MINIMUM STANDARDS FOR AMBULANCE

A. Each ambulance shall always when in use, meet and be equipped to meet all Federal, State, County and TOWNSHIP requirements. Documentation of Michigan Department of Health and Human Services, EMS Division (MDHHS-EMS) inspections and proof of licensure shall be provided to the TOWNSHIP upon request.

B. The CONTRACTOR will provide TOWNSHIP a copy of CONTRACTOR's Fleet Maintenance Plan.

VII

NONDISCRIMINATION

A. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

B. The CONTRACTOR shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

1. The Elliot Larsen Civil Rights Act, 1976 PA 453.
2. The Michigan Handicappers Civil Rights Act of 1976 PA 220
3. Section 504 of the Federal Rehabilitation Act of 1974, P-L. 93-112, 87 Stat. 394, and regulations promulgated thereunder.

VIII

PERFORMANCE STANDARDS

A. ALS Response Times. Subject to the exceptions provided in subparagraph F below, the CONTRACTOR agrees to meet or exceed response time standard of 11 minutes or less 90% of the time for all Priority 1 calls (lights/siren activation) as calculated on a two (2) month (bi-monthly) basis for emergency calls within the TOWNSHIP.

B. Response Time Measurement. Response times to emergency requests within the TOWNSHIP shall be calculated as the actual elapsed time in minutes and seconds from the time of the original call, nature of the request, and location of the patient as known to the CONTRACTOR's system status controller (dispatcher), to the time when the CONTRACTOR's first appropriate emergency vehicle arrives at the scene. When multiple ambulances are sent to the same emergency incident, only the response time of the first ambulance to arrive at the scene will be counted. Where the patient is in a residential, commercial or industrial building or complex, the response time will be calculated to the time CONTRACTOR'S ambulance arrives at the specific building or entrance.

C. Calculation of Response Time. Excluding the exception incidents in subparagraph F below, 100% of the priority 1 calls recorded for each month shall be used to calculate response time performance on a two (2) month (bi-monthly) basis.

D. Response Time Reports. Response time reporting shall be forwarded to the TOWNSHIP Supervisor on a quarterly basis. Reports are due by the 15th of the month after the conclusion of each quarter. The response time report data shall include all data points shown in

"Exhibit 1" attached hereto and incorporated by reference. The TOWNSHIP may request more detailed response time information from CONTRACTOR. Said response must be submitted to the TOWNSHIP Supervisor.

E. Change in Priority Status. Where the priority code of an emergency call is changed while en route to a call as the result of additional information received by CONTRACTOR'S dispatcher prior to the arrival of the ambulance, the change in priority code will be noted, as well as the time of such change, as indicated on "Exhibit 1" attached.

F. Exceptions. CONTRACTOR is exempt from the response time requirements set forth in this Agreement in the following situations:

1. Severe weather conditions that would provide reason to believe that attempting to comply with the response time performance would be hazardous to the responders or others, or where the road or other weather conditions would not allow safe driving. Any such weather-related conditions shall be noted in the call log.
2. During a disaster situation within the primary service area or neighboring communities as defined in MCL 333.20902 (7).
3. During system overload or periods of unusually high demand where more than two (2) priority 1 emergencies are occurring simultaneously. If this should occur, only the first two (2) emergency requests within the TOWNSHIP would be subject to meeting the response time standards. System overload or periods of unusually high demand shall not include circumstances occurring due to lack of adequate staffing by CONTRACTOR.
4. When a second ambulance is dispatched as "manpower" only in the areas of the TOWNSHIP.
5. All exception requests, outside of those written above will be submitted to the TOWNSHIP for determination.

G. Disaster Preparedness. CONTRACTOR shall annually review the EMS Disaster Plan. The same shall be incorporated into the TOWNSHIP'S Emergency Operations Plan ("EOP"). The CONTRACTOR shall appoint a representative to work with the TOWNSHIP'S Emergency Services Coordinator or his/her designee, including regular participation in Local Planning Team (LPT). The National Incident Management System (NIMS) shall be utilized for scene management and the CONTRACTOR agrees to familiarize its personnel in the function and operations of the TOWNSHIP, and to provide a representative to participate in the Unified Incident Command System upon request by the TOWNSHIP.

H. Courteous Service. CONTRACTOR, management, and its respective employees shall conduct themselves in a professional and courteous manner at all times and will address and correct any departures from this standard in an effective and timely manner.

I. Paramedics. At least one (1) paramedic on each advanced life support unit will be licensed by the State of Michigan, Certified in Advanced Cardiac Life Support by the American

Heart Association, Certified Prehospital Trauma Life Support or its equivalent, and be authorized to practice as a paramedic, by the Northwest Medical Control Authority.

J. Recordings and Audits. Telephone and radio communications shall be recorded and maintained for six (6) months and be available to the Northwest Regional Medical Control Authority to allow review for quality assurance.

K. Contract Compliance Review. A supervisory member of CONTRACTOR'S staff shall participate in a quarterly meeting or as needed with the Township Supervisor or his or her designee to review and assess the services provided by the CONTRACTOR to the TOWNSHIP, including performance, compliance and exceptions with the terms of this Agreement, and response times.

L. Collections. The CONTRACTOR's collection procedures shall comply with all federal and state legal requirements and shall be designed to maximize reimbursement through Medicare, Medicaid and other third-party payers.

M. Fire Departments and Rescue Agencies. The CONTRACTOR agrees to exchange any "soft" supplies used on a call for which the CONTRACTOR provided transport. The CONTRACTOR agrees to provide non-dedicated fire standby or recovery services for TOWNSHIP fire departments as needed and when available.

N. Accreditation. The CONTRACTOR agrees to maintain accreditation through the Commission on Accreditation of Ambulance Services (CAAS) throughout the term of this Agreement. Proof of accreditation is required and must be sent to the TOWNSHIP Supervisor upon receipt of CONTRACTOR's accreditation notice.

O. Communication. Communication between the Garfield Township Supervisor and the CONTRACTOR shall be maintained as required. CONTRACTOR shall present an annual report to the TOWNSHIP Supervisor summarizing the services which have been rendered to the citizens of Garfield Township, including Response Time reports. CONTRACTOR shall present its annual report to the TOWNSHIP Commission at a public meeting upon request by the TOWNSHIP Supervisor.

IX

INSURANCE – HOLD HARMLESS AND INDEMNIFICATION

A. The CONTRACTOR shall secure and maintain the following described insurance during the term of this Agreement, and shall not commence work under this Agreement until it has obtained said insurance and has submitted proof of said insurance to the TOWNSHIP:

1. Comprehensive General and Automobile Liability insurance to cover claims for bodily injury and property damage with a minimum of \$1,000,000 per occurrence and general aggregate of not less than \$2,000,000.
2. Workers Compensation Coverage including employer's liability, with limits consistent with the statutes of the State of Michigan.

3. Liability to cover errors and omissions of all professional staff and operations with a minimum of \$1,000,000 per occurrence and general aggregate of not less than \$2,000,000.
4. In addition, the insurance lines in sub paragraph 1 and 3 above shall be supported by a \$10,000,000 occurrence and a \$10,000,000 aggregate umbrella policy.

B. The TOWNSHIP and its agents shall be named additional insured on all insurance policies listed above, except for professional liability and Workers Compensation, and the TOWNSHIP shall be furnished with Certificates of Insurance upon which Certificates evidencing the above coverage. The TOWNSHIP shall also be provided with an endorsement to the policies for general and automobile evidencing that the TOWNSHIP is named as additional insured for general and automobile liability. The TOWNSHIP shall be provided with an endorsement on each policy indicating that at least ten calendar days written notice shall be provided to the TOWNSHIP before any insurance policy required under this agreement is canceled.

C. The CONTRACTOR shall protect its own property from any physical damages; TOWNSHIP shall not be responsible for any physical damage to the equipment.

D. The CONTRACTOR shall indemnify and save harmless the TOWNSHIP, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the CONTRACTOR or its employees, agents, servants and subcontractors. Losses include damages the TOWNSHIP may sustain as a result of the failure of the CONTRACTOR to comply with the provisions of this Agreement. The CONTRACTOR shall not be obligated to indemnify the TOWNSHIP for the TOWNSHIP's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the TOWNSHIP in an action against them.

E. In the event there is a claim, or lawsuit, brought against both the TOWNSHIP and the CONTRACTOR, arising out of CONTRACTOR'S services provided through this agreement, and there is a conflict of interest which arises requiring the need for separate counsel for the TOWNSHIP, the TOWNSHIP reserves the right to choose the legal counsel retained to represent the TOWNSHIP. However, the CONTRACTOR shall still be responsible for payment of the attorney fees and costs relating to the TOWNSHIP's defense. Further, no acknowledgment or admission of liability on behalf of the TOWNSHIP will be made without its express participation and without its express written consent. For purposes of any settlement or resolution of a claim or lawsuit, the TOWNSHIP, if it has a financial stake, either directly or through its insurance coverage, shall participate in any such decision and any such settlement or resolution shall only be approved with the TOWNSHIP's express written consent. Otherwise, CONTRACTOR and/or its insurance carrier will have the authority to resolve any claim/case for which it is providing a defense to the TOWNSHIP as long as the settlement includes a release of all liability as to the CONTRACTOR and the TOWNSHIP. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the

expiration of the applicable statute of limitation.

F. The CONTRACTOR expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement..

X LEGAL STATUS

A. CONTRACTOR warrants that it is a corporation; duly organized and existing under the laws of the State of Michigan and is presently and will continue during the term of this contract to be in good standing.

XI DEFAULT

The occurrence of any of the following shall be evidence of default:

A. Default in the observance or performance of any of the covenants or agreements set forth herein or failure to comply with the rules, procedures and protocols established by the Northwest Medical Control Authority or any other applicable authority or regulatory agency.

B. Upon a majority vote of the TOWNSHIP Commission agreeing that the CONTRACTOR is failing to provide high-quality ambulance service, including Advanced Life Support Services, where applicable, to the citizens of Garfield Township.

C. Upon a majority vote of the TOWNSHIP Commission agreeing that, upon presentation of reasonable documentation, CONTRACTOR is failing to provide ambulance service within the boundaries of the TOWNSHIP in accordance with the Non-Discrimination provision of this agreement.

D. The CONTRACTOR jointly or severally becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver.

E. A trustee or receiver is appointed for any part of the properties of CONTRACTOR used in the conduct of CONTRACTOR's business without consent of CONTRACTOR.

F. Bankruptcy, reorganization or liquidation proceedings are instituted by or against CONTRACTOR.

G. Any statement, report or documentation required hereunder to be furnished by CONTRACTOR proves untrue in any material respect as of the date the facts therein set forth were stated or certified.

XII INDEPENDENT CONTRACTOR

It is expressly understood and agreed that CONTRACTOR is an independent contractor. The employees, servants and agents of CONTRACTOR shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the TOWNSHIP except as specifically approved in writing by the TOWNSHIP. CONTRACTOR employees, servants and agents shall not be entitled to any fringe benefits of the TOWNSHIP such as, but not limited to, health and accident insurance, life insurance, paid vacation leave or paid sick leave. CONTRACTOR shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments.

XIII ASSIGNMENT OF AGREEMENT

The CONTRACTOR may not assign or transfer this Agreement or any part thereof without the prior written consent of the TOWNSHIP. Written notification of intent to assign or transfer this Agreement in whole or in part must be provided to the TOWNSHIP, through its TOWNSHIP Supervisor, a minimum of one hundred eighty (180) days prior to the anticipated date of assignment or transfer.

XIV SEPARABILITY

If any section subsection, sentence, word or phrase of this agreement is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

XV WAIVERS

No failure or delay on the part of the TOWNSHIP in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XVI MODIFICATIONS, AMENDMENTS OR WAIVERS OF PROVISIONS OF THE AGREEMENT

All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

XVII DISREGARDING TITLES

The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVIII **NON-BENEFICIARY CONTRACT**

This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

XIX **COMPLETENESS OF THE AGREEMENT**

This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto, except as provided for in Article 15 of this Agreement.

XX **DURATION AND TERMINATION**

A. CONTRACTOR shall commence performance of the services and obligations required of it hereunder on **January 1, 2024**, and shall continue said services through **December 31, 2028**. If neither party gives notice or termination as provided herein, and if CONTRACTOR is not in default, then this Agreement shall continue thereafter on an annual basis under the same terms and conditions.

B. If CONTRACTOR fails to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants, agreements and stipulations herein, the TOWNSHIP shall give CONTRACTOR written notice of such breach, and in the event that CONTRACTOR has not remedied such breach within sixty (60) days, the TOWNSHIP, within its sole discretion, shall have the right to terminate this Agreement. Such termination shall take immediate effect upon receipt of the TOWNSHIP's written notice by the CONTRACTOR. In the event of such termination, the TOWNSHIP reserves the right to seek any remedies available at law and/or in equity.

C. The TOWNSHIP or CONTRACTOR may terminate this Agreement without cause if it is their decision that termination is in its best interest. The terminating party shall give no less than one hundred eighty (180) days written notice to the other party.

XXI **SUBSIDIES**

A. The TOWNSHIP will not provide a financial or any other type subsidy to CONTRACTOR for ambulance services during the term of this agreement.

XXII
CERTIFICATION

The persons signing on behalf of CONTRACTOR certify by said signatures that they are duly authorized to sign this Agreement on behalf of CONTRACTOR and that this Agreement has been authorized by CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

GARFIELD TOWNSHIP SUPERVISOR

By _____
Chuck Korn, Supervisor

MOBILE MEDICAL RESPONSE, INC.

By _____
Laurie Thiel, CEO

"EXHIBIT 1"

Response times shall be reported in quarterly increments as detailed in Section VIII – Performance Standards, part D – Response Time Reports. The data therein will detail the CONTRACTOR unit response times to all dispatched Priority 1 911 requests for service/response within the TOWNSHIP:

1. Priority of the call as dispatched.
2. Time and status of any change to the call priority while responding.
3. Time of dispatch to the time of arrival of the CONTRACTOR unit.
4. All instances where the CONTRACTOR sent a Bravo (Basic) ambulance to a 911 emergency call within the TOWNSHIP.
5. All incidents where the CONTRACTOR was unable to provide an ambulance to a 911 emergency call within the TOWNSHIP so a substitute transport unit was used to take the patient to the hospital.