

CHARTER TOWNSHIP OF GARFIELD

TOWNSHIP BOARD MEETING

Tuesday, January 24, 2023 at 6:00pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

AMENDED AGENDA

ORDER OF BUSINESS

Call meeting to order

Pledge of Allegiance

Roll call of Board Members

1. Public Comment

Public Comment Guidelines:

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

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

3. Consent Calendar

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

a. Minutes – January 10, 2023 (Recommend Approval)

b. Bills -

(i) General Fund	\$49,999.79
(Recommend Approval)	

(ii) Gourdie-Fraser

Developer's Escrow Fund – Storm Water Reviews, Utility Plan Review, Oversight & Closeout	\$6,997.50
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General Utilities	1,396.55
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Total	8,394.05
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(Recommend Approval)

c. Proposed Amendment to the Floodplain Management Ordinance (Ordinance No. 72)

4. **Items removed from the Consent Calendar**

5. **Correspondence**

6. **Reports**

- a. Construction
- b. GT Metro
- c. MMR Report
- d. Sheriff's Report
- e. County Commissioner's Report
- f. Supervisor's Report

7. **Unfinished Business**

- a. Consideration of \$18,726.00 for the Submersible Tank Mixer Installation in the Birmley Elevated Water Tank.

8. **New Business**

- a. Consideration of Approval of 2023 Spring Tree Planting near Kid's Creek in Conjunction with Ecoseeds and CRA.

b. Consideration of Going into a Closed Session to Discuss a Real Estate Purchase.

9. **Public Comment**

10. **Other Business**

11. **Adjournment**

Lanie McManus, Clerk

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

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD MEETING
January 10, 2023**

The Town Board Meeting was called to order at the Garfield Township Hall on January 10, 2023 at 6:00p.m.

Pledge of Allegiance

Roll Call of Board Members

Present: Molly Agostinelli, Chris Barsheff, Steve Duell, Chuck Korn, Chloe Macomber, Lanie McManus and Denise Schmuckal.

Staff Present: Planning Director John Sych

1. Public Comment (6:01)

None

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

Duell moved and Barsheff seconded to approve the amended agenda as presented.

*Yeas: Duell, Barsheff, Agostinelli, Schmuckal, McManus, Macomber, Korn
Nays: None*

3. Consent Calendar (6:03)

a. Minutes

December 13, 2022 Regular Board Meeting
(Recommend Approval)

b. Bills

General Fund \$199,588.11
(Recommend Approval)

c. MTT Update (Receive and File)

d. Veteran's Exemptions Report (Receive and File)

e. Building Department 2022 Statement of Operations and Annual Report (Receive and File)

f. Zoning Department 2022 Activities (Receive and File)

g. Parks and Recreation 2022 Annual Report (Receive and File)

Agostinelli moved and Schmuckal seconded to approve the consent calendar as presented.

*Yeas: Agostinelli, Schmuckal, Duell, Barsheff, Macomber, McManus, Korn
Nays: None*

4. Items Removed from the Consent Calendar (6:05)

None

5. Correspondence (6:05)

None

6. Reports

a. County Commissioner's Report (6:06)

County Commissioner Brad Jewett reported that ARPA funds were allocated in late December and Garfield Township was funded for a couple infrastructure projects. Five new commissioners were sworn in and there are now nine commissioners instead of seven. An organizational meeting was held on January 4th and Rob Hentschel was elected Chair and Brad Jewett was elected Vice Chair. Jewett thanked Denise Schmuckal for her service to the county and wished her well in retirement.

b. Sheriff's Report (6:07)

Lt. Brinks reviewed statistics for the month of December 2022 and for the entire year of 2022. He added that Deputy Amanda Peck is now a Garfield Township CPO.

f. Planning Department Monthly Report for January 2023 (6:11)

Township Planning Director John Sych submitted his report in writing and added that the Planning Commission would hear a conceptual plan on the Oleson property tomorrow evening.

g. Parks & Recreation Report (6:12)

Parks Steward Sean Kehoe submitted his report in writing and updated board members on parks activities. Parks Stewards have been busy clearing downed trees in the Commons area and at Boardman Valley.

h. Clerk's Report (6:16)

McManus stated that her report was submitted in writing and her department is preparing for year-end activities and the upcoming audit.

i. Supervisor's Report (6:16)

Korn reported that a joint Town Board and Planning Commission meeting is set for February 28th and the Road Commission will share a presentation. He added that the MTA conference will be held on April 17-

20th here in Traverse City. Anyone who wants to attend should speak with Lanie McManus.

7. Unfinished Business

a. Public Hearing – Consideration of Resolution 2023-01-T, a resolution adopting the Garfield Township 2023-2027 Parks and Recreation Master Plan (6:19)

Korn opened the Public Hearing at 6:19.

Andrew Ferren of Buckhorn Drive commented on the Commons trail plan and said that there is a group maintaining the trails. He is asking for this group to help guide the Commons Area plan in terms of biking trails.

Stephanie Musall spoke regarding the bike trails at the Commons. She is the wife of the person who died on the trails and she asked the township to keep the advanced mountain biking trails.

Levi Kaiser of Interlochen commented on the Commons trails.

Adam Sutherland of Solon Township commented on the Commons trails and hopes the trails can serve the community.

Tabitha Lee of Traverse City urges board members to prioritize technical mountain biking trails.

Andy Hyde of Lincoln Street commented that it would be nice to keep trails in Traverse City for mountain biking.

Levi Kaiser commented on the trails on the commons and said he likes the challenging trails.

Adrian Bailey of Holiday Road commented on the need for more challenging trails in the area.

Peter Trucot of Wild Card Cycle Works commented on the Commons Area trails and said there are many opportunities to benefit children and future bikers.

Korn closed the Public Hearing at 6:46pm.

Schmuckal stated that the Parks and Recreation Commission has appointed a subcommittee for the Commons mountain biking trails.

Barsheff moved and *Schmuckal* seconded *THAT Resolution 2023-01-T, attached to Planning Department Report 2023-4 adopting the Charter Township of Garfield 2023-2027 Parks and Recreation Master Plan, BE ADOPTED.*

Yeas: Barsheff, Schmuckal, Agostinelli, Duell, Macomber, McManus, Korn
Nays: None

b. Consideration of Resolution 2023-02-T, a resolution adopting Ordinance 77 – Transitional Housing Facilities (6:54)

Zoning Administrator Michael Green reviewed the Transient Housing Ordinance with board members and recommended adoption of the

ordinance to ensure that such facilities are maintained and operated in compliance with applicable ordinances and law.

Duell moved and Barsheff seconded THAT Resolution 2023-02-T to establish ordinance No. 77, an Ordinance to License Transitional Housing Facilities, BE ADOPTED.

*Yeas: Duell, Barsheff, Agostinelli, Schmuckal, Macomber, McManus, Korn
Nays: None*

c. Consideration of Resolution 2023-03-T, a resolution updating the existing fee schedule (7:00)

Zoning Administrator Mike Green reviewed the revised fee schedule with board members.

Schmuckal moved and Agostinelli seconded to adopt Resolution 2023-03-T a resolution updating the existing fee schedule.

*Yeas: Schmuckal, Agostinelli, Barsheff, Duell, Macomber, McManus, Korn
Nays: None*

8. New Business

a. Consideration of Application SPR 2022-16 for Birmley Hills Site Condominium development (7:02)

This application is for a site condominium development of 35 single-family residential lots. According to the application, the lots will be between 15,000 and 38,000 square feet in area. About 14% of the site will be preserved as open space and is primarily forested hills. The proposed development would be served by the water and sewer extending from the existing Birmley Hills Estates subdivision. The property is approximately 21.3 acres and is zoned as R-1 One-Family Residential. Planning Director John Sych answered questions about the application from the board.

Barsheff moved and Agostinelli seconded THAT the Findings of Fact for application SPR 2022-16, submitted by T&R Investments for a site condominium at Parcel #05-026-020-30, as presented in Planning Department Report 2023-5 and as recommended for adoption by the Planning Commission, BE ADOPTED.

*Yeas: Barsheff, Agostinelli, Duell, Schmuckal, McManus, Macomber, Korn
Nays: None*

Barsheff moved and Duell seconded THAT application SPR 2022-16, submitted by T&R Investments for a site condominium at Parcel #05-026-

020-30, BE APPROVED subject to the following conditions:

- 1. Final engineering review and approval by the Township Engineer is required including all infrastructure and stormwater.*
- 2. All final reviews from agencies with jurisdiction shall be provided prior to any Land Use Permits being issued.*
- 3. The applicant shall record promptly the Report and Decision Order (RDO) and any amendment to such order with the Grand Traverse County Register of Deeds in the chain of title for each parcel or portion thereof to which the RDO pertains. A copy of each recorded document shall be filed with the Township prior to any Land Use Permits being issued.*
- 4. After recording the condominium plan, master deed, bylaws and deed restrictions, the developer shall file two (2) copies of each document, including all pertinent attachments, with the Township.*
- 5. Condominium Protective Covenants and Deed Restrictions which hold harmless the Township for improvements within the site condominium subdivision and which require conformance with all conditions and requirements of condominium plan approval and this ordinance shall be required.*
- 6. The Condominium Master Deed and Bylaws shall include the following statement: "Condominium Amendments which are recorded prior to the receipt of written Garfield Township Planning Department approval shall be considered null and void."*
- 7. After the construction of all improvements, the developer shall file with the Township two (2) copies of the as-built condominium plan and a certification from the developer's engineer that the improvements have been installed in conformance with the approved construction drawings.*

Yeas: Barsheff, Duell, McManus, Agostinelli, Schmuckal, Macomber, Korn
Nays: None

b. Consideration of Submitting Ordinance 78 – Soil Erosion Sedimentation Control to EGLE/DEQ (7:08)

Mike Green reviewed proposed Ordinance #78 – Control of Soil Erosion and Sedimentation Ordinance. This proposed ordinance would allow the township to administer its own soil erosion and sedimentation control program and would mirror the state ordinance.

Schmuckal moved and Barsheff seconded to authorize submission of proposed Garfield Township Ordinance No. 78 as attached to this report, to the State of Michigan for review and approval.

Yeas: Schmuckal, Barsheff, Macomber, McManus, Duell, Agostinelli, Korn
Nays: None

9. **Public Comment: (7:18)**
None

10. **Other Business (7:18)**
Schmuckal went to Metro Board orientation and said it was informative. Agostinelli asked about residential classification in the building department and zoning department and inquired about the real cost of fees and permits. Duell asked to add updates from other committees in the township such as the Joint Recreation Authority. **Chuck Korn responded to Steve Duell that if there is something to report, please inform the Board by the Wednesday before the next TB Meeting so as to be placed on the next agenda.**

11. **Adjournment**
Korn adjourned the meeting at 7:30pm.

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

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

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

RESOLUTION# 2023-01-T

RESOLUTION ADOPTING A FIVE-YEAR
PARKS AND RECREATION MASTER PLAN

WHEREAS, the Charter Township of Garfield has prepared a Five-Year Parks and Recreation Master Plan which describes the physical features, existing recreational facilities, and the desired actions to be taken to improve and maintain park facilities during the period between January 1, 2023 and December 31, 2027; and

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

WHEREAS, the Charter Township of Garfield Parks and Recreation Commission has approved Resolution# 2022-01-PR unanimously recommending adoption of the Plan by the Charter Township of Garfield Board of Trustees; and

WHEREAS, a 30-day public review and comment period was conducted, and a public hearing was held at the Garfield Township Hall on January 10, 2023, at a Regular Meeting of the Charter Township Board of Trustees to provide an opportunity for citizens to express opinions on the Plan.

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

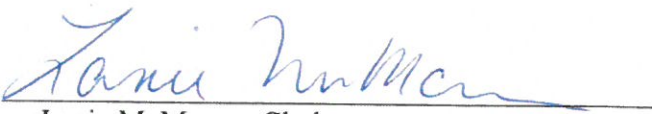
Moved: Chris Barsheff

Supported: Denise Schmuckal

Ayes: Barsheff, Schmuckal, Duell, Agostinelli, Macomber, McManus, Korn

Nays: None

Absent and Excused: None

By: 
Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield Board of Trustees, do hereby certify that the above is a true and correct copy of Resolution# 2023-01-T which was adopted by the Board of Trustees of the Charter Township of Garfield at a Regular Meeting on the 10th day of January, 2023.

Dated:

1/11/2023

By:

Lanie McManus

Lanie McManus, Clerk
Charter Township of Garfield

**CHARTER TOWNSHIP OF GARFIELD
COUNTY OF GRAND TRAVERSE, MICHIGAN
RESOLUTION 2023-02-T**

RESOLUTION REGARDING TRANSITIONAL HOUSING FACILITIES

WHEREAS, Section 42.5 of the Charter Township Act (Michigan Public Act 359 of 1947) authorizes a Charter Township to adopt licensing ordinances “considered necessary to provide for the public peace and health and for the safety of persons and property in the charter township, and may...by ordinance prescribe the terms and conditions upon which licenses may be granted, suspended, or revoked.”

WHEREAS, the Township Board recommends adoption of the Transitional Housing Licensing Ordinance to ensure that such facilities are maintained and operated in compliance with this Ordinance and other applicable laws and ordinances.

NOW, THEREFORE, THE CHARTER TOWNSHIP OF GARFIELD

ORDAINS: CHARTER TOWNSHIP OF GARFIELD ORDINANCE NO. 77
THAT **Ordinance No. 77** BE ADOPTED to read in its entirety as follows:

**Charter Township of Garfield
Grand Traverse County, Michigan
TRANSITIONAL HOUSING LICENSING ORDINANCE
Ordinance No. 77**

**AN ORDINANCE REGULATING THE LICENSING AND OPERATION OF
TRANSITIONAL HOUSING FACILITIES WITHIN GARFIELD TOWNSHIP TO
PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS
AND TO PROVIDE PENALTIES FOR VIOLATIONS THEREOF**

THE CHARTER TOWNSHIP OF GARFIELD ORDAINS:

Section 1. Purpose

The purpose of this Ordinance is to ensure the habitability of dwelling units and structures being leased to others or otherwise being occupied by others than the owner and/or persons related to the owner and for the promotion of the health, safety and welfare of the residents of the Township and the residents of the transitional housing facilities; to assist the Township with information to provide more adequate police, fire and emergency protection; more equal and equitable real and personal property taxation; better efficiency and economy in furnishing public utility services; and more comprehensive and informed planning and zoning for uses of land and structures within the Township.

Section 2. Definitions

As used in this ordinance, the following terms have the following meanings:

"Authorized Township Official" refers to the Charter Township of Garfield Building Official and Building Inspectors, Code Enforcement Officers, Zoning Administrator and any such other departments or agencies authorized by the Township Board.

"Person" means an individual, partnership, association, limited liability company or corporation.

"Residential care facilities" are those facilities licensed by the State of Michigan pursuant to the Adult Foster Care Licensing Act, MCL 400.701 et. seq., where care, services, or treatment is provided to persons living in a supportive community residential setting.

"Township Clerk" and **"Township Board"** mean, respectively, the Charter Township of Garfield Township Clerk and the Board of Trustees.

For purposes of this Licensing Ordinance, a "Transitional housing facility" is a type of institutional use with administrative supervision that provides, through permanent facilities and guidance personnel, resident beds, structured or supervised peer group living and limited programming emphasizing social rehabilitation with support and guidance toward the goals of independent living as they transition from institutional living. A transitional housing facility also includes emergency shelter housing which is safe housing provided for those who are homeless or those who are fleeing situations of domestic or sexual violence. In these situations, the housing is treated as the individuals' home with staffing and services available. A transitional housing facility may include provision of food and clothing and support services such as counseling, education, and transportation. A transitional housing facility includes but is not limited to homeless shelters, halfway houses, missions, religious organizations with overnight stay, other forms of temporary emergency housing or shelter, and similar facilities. A transitional housing facility does not include: (1) a "family" under Article Two, Section 201 of the Charter Township of Garfield Zoning Ordinance, whether licensed by the state, county or otherwise; (2) any facility owned and operated directly by the Federal Bureau of Prisons; or (3) an adult foster care home of twelve (12) persons or less, licensed under the Michigan Adult Foster Care Licensing Facilities Act, MCL 400.701 et. seq.

Section 3. License Required

No person shall engage, or be engaged, in the operation, rental or leasing of a transitional housing facility for which a license is required by any provision of this Ordinance without first obtaining a license from the Township in the manner provided herein.

Section 4. Multiple Transitional Housing Facilities

No person operating, renting, or leasing any transitional housing facility shall obtain an individual license for each transitional housing facility. The grant of a license for one transitional housing

facility shall not relieve the person from the necessity of securing individual licenses or permits for each transitional housing facility. In the event the transitional housing facility is a building containing more than one dwelling unit, only one license is required for each individual transitional housing facility or even though multiple dwelling units occupied by multiple individuals may be contained within the building.

Section 5. Exemption Where Other Governmental Licenses; Notice

In the event a transitional housing facility has obtained a license from the State of Michigan, Grand Traverse County, or a federal agency, for operation of the facility, said transitional housing facility shall be exempt from the requirement to obtain a license herein. However, the owner and operator of the transitional housing facility shall be required to provide a copy of any license issued by the State of Michigan, Grand Traverse County, or federal agency to the Township within sixty (60) days of adoption of this Ordinance, and thereafter on an annual basis in January. Failure to provide current copies of licenses to the Township shall be a violation of this Ordinance punishable in accordance with Section 30 herein.

Section 6. License Application

Unless otherwise provided in this Ordinance, every person required to obtain a license from the Township to engage in the operation, rental, or leasing of any transitional housing facility home shall apply for said license to the Township Clerk upon forms provided by the Township Clerk and shall state under oath or affirmation such facts, as may be required for, or applicable to, the granting of such license.

Section 7. License Year

Except as otherwise herein provided as to certain licenses, the license year shall begin January 1st of each year and shall terminate at midnight on December 31st of that year. Original licenses shall be issued for the balance of the license year at the full license fee. License applications for license renewals shall be applied for sixty (60) days prior to the annual expiration date and issued at least fifteen (15) days prior to the annual expiration date.

Section 8. Conditions of Issuance; Issuance

No license shall be granted to any applicant until such applicant has complied with all the provisions of this Ordinance and all other applicable Garfield Township ordinances, including but not limited to the Property Maintenance Ordinance, Dangerous Buildings Ordinance and the Zoning Ordinance.

Section 9. Approval or Denial of Application

All transitional housing facilities licenses shall be issued by the Township Clerk or his/her designee after certification of the Grand Traverse County Sheriff Department, Grand Traverse Metro Fire Department, Township Building Official, and any other Township Official who shall be responsible for the investigation of any transitional housing facility license application. The

Township Clerk shall act to approve or deny an application for a license within a reasonable period and in no event will he/she act to approve or deny said license later than sixty (60) days from the date of a technically complete application to the Township Clerk's office. In determining whether the license should be granted, the Township Clerk or his/her designee will determine whether the applicant has met the standards of this Ordinance and all other Charter Township of Garfield Ordinances and other applicable codes regulations of the State of Michigan, County of Grand Traverse, other applicable regulatory agencies, and of the Township, including deciding of whether granting the application would result in an excessive concentration of such transitional housing in a particular area.

Section 10. License Denial

Any person whose initial request for a license is denied shall have a right to a hearing before the Township Board, provided a written request therefore is filed with the Township Supervisor within (10) days following such denial. The Township Board shall have the right to affirm a denial of a license, or the Township Board may grant any license, with or without conditions. In reviewing the applicant's request, the Township Board will consider whether the applicant has met the standards of this Ordinance and all Charter Township of Garfield Ordinances and other applicable codes regulations of the State of Michigan, County of Grand Traverse, other applicable regulatory agencies, and of the Township as required prior to the granting of the license.

Section 11. Where Certification Required

No license shall be granted where the certification of any office of the Township is required prior to the issuance thereof until such certification is made.

Section 12. Certificate of Other Governmental Agencies

In all cases where the certification of any other governmental agency is required prior to the issuance of any license by the Township Clerk, such certification shall be submitted at the time of application for a license to the Township. The application will not be considered technically complete until the certification is submitted. No license shall be issued by the Township until other required governmental approvals are obtained, and proof of such approvals presented to the Township Clerk.

Section 13. Inspection Required

The licensee will be required to submit to lawful inspections by Authorized Township Officials. The Township Clerk or his or her designee may refuse to issue a license or permit to any applicant until he or she has a report from any department he or she deems necessary to make an inspection that the applicant or the premises comply with all ordinances and regulations. Persons inspecting licensees, their businesses or premises as herein authorized shall report all violations of this chapter or of other laws or ordinances to the licensing officer and shall submit such other reports as the licensing officer shall order.

Section 14. License Fees

Any license fees required by this Ordinance shall be paid at the Treasurer's Office before the granting of said license. License Fees shall be those set by Resolution of the Township Board. In the event the transitional housing facility contains more than one dwelling unit, even though only one license is required for each individual building, a fee shall be paid for each individual dwelling unit contained within each licensed building to cover the costs associated with the inspection of each individual dwelling unit.

Section 15. Late Renewals

All fees for the renewal of any license which are not paid at the time they are due shall be paid as "late fees" with an additional twenty-five (25%) percent of the license fee required for such licenses for the first fifteen (15) days that such license fee remains unpaid, and after 15 days, the initial license fee with an additional fifty (50%) percent of such fee.

Section 16. Exhibition of License

The transitional housing facility license shall always be exhibited in a conspicuous place on the premises. Every licensee shall produce its/his/her license for examination when applying for a renewal thereof or when requested to do so by a Township police officer or by any person representing the Township.

Section 17. Displaying Invalid License

No person shall display any expired license or any license for which a duplicate has been issued.

Section 18. Transferability; Misuse.

No license issued under the provisions of this Ordinance shall be transferable unless specifically authorized by the provisions of this Ordinance. Unless specifically authorized by this Ordinance, no licensee shall transfer or attempt to transfer its/his/her license to another or make any improper use of the same.

Section 19. Misuse; Automatic Revocation

Unless specifically authorized by this Ordinance, in addition to the general penalty provision for violation of this Ordinance under Section 29, any attempt by a licensee to transfer its/his/her license to another or to use the same improperly shall result in the automatic revocation of such license or permit.

Section 20. Suspension or Revocation of License; Notice of Hearing

- (a) When any of the provisions of this Ordinance are violated by the licensee, an employee, or independent contractor of the licensee, or individuals residing in the transitional housing facility, and/or when any licensee, employee or independent contractor, or individuals residing in the transitional housing facility are engaged in any conduct which violates any State law or Township ordinance, or for any good "cause," the Township may suspend or revoke the license after notice and a hearing. The term "cause" as used in this Ordinance includes the doing or omitting of any act or permitting any condition to exist in connection with the transitional

housing facility, which act, omission or condition is contrary to the health, safety and welfare of the public; is unlawful, irregular or fraudulent in nature, is unauthorized or beyond the scope of the license issued, or is forbidden by this Ordinance or any other law. "Cause" shall include, but not be limited to:

- (1) Acts, omissions or conditions that are contrary to the health, morals, safety or welfare of the public;
- (2) Acts, omissions or conditions that are unlawful, irregular or fraudulent in nature.
- (3) The arrest and conviction of the licensee for any crime involving moral turpitude.
- (4) Acts, omissions, or conditions that are unauthorized or beyond the scope of the license granted.
- (5) Acts, omissions or conditions that are forbidden by the provisions of this Ordinance or any other duly established rule or regulation of the Township applicable to the business;
- (6) Maintenance of a nuisance upon or in connection with the licensed premises, including, but not limited to, any of the following:
 - A. An existing violation(s) of building, electrical, mechanical, plumbing, zoning, health, fire or other applicable regulatory laws or ordinances,
 - B. A pattern of patron conduct in the neighborhood of licensed premises which is in violation of the law and/or disturbs the peace, order and tranquility of the neighborhood,
 - C. Failure to maintain the grounds and exterior of the licensed premises free from litter, debris or refuse blowing or being deposited upon adjoining properties.
 - D. Failure to maintain the grounds and exterior of the licensed premises in accordance with an approved site plan.
 - E. Failure to maintain the business or premises in compliance with any approved site plan or other approval granted by the Township, including but not limited to, a special land use approval and any conditions attached thereto.
 - F. Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, morals, safety, or welfare of the public.
- (7) Failure by the licensee to permit the inspection of the licensed premises by the Township's independent contractors or employees in connection with the enforcement of this Ordinance.

- (8) Fraud or material misrepresentation in the application for a license or in the operation of the licensed business.
- (9) "Cause" shall also include the nonpayment of personal property taxes, real property taxes or any other obligation due and payable to the Township relating to the licensed premises.
- (b) For conditions posing an imminent threat to the public health, safety and welfare of the community, transitional housing facility residents, employees or others, an Authorized Township Official, with the approval of the Township Supervisor or his/her designee, is hereby granted the authority to suspend immediately, without notice or a hearing, any license granted hereunder. However, notice of the suspension shall be given to the licensee within seventy-two (72) hours from the time and date of suspension and the notice shall include the reason for the action. The notice of suspension to the licensee shall contain the effective date and time of such suspension. Notice shall be hand-delivered to the licensee, manager, person in charge, or a resident of the transitional housing facility and sent by first class mail to the licensee's last known address. A copy of the notice shall be posted on the front of the transitional housing facility.
- (c) If an Authorized Township Official determines that any licensee, employee or independent contractor, or individual residing in the transitional housing facility is engaged in any conduct which violates any State law or Township ordinance, or is in violation of this Ordinance, the respective official shall prepare a report in writing specifying (1) the specific factual details of such violation(s), and (2) the particular Ordinance subsection(s) violated. The original report shall be filed with the Township Supervisor, who shall provide a copy to the Township Board, and serve a copy of such report upon the licensee or its authorized agent or employee personally or by registered mail.
- (d) Within twenty (20) days from the date the report has been filed with the Township Board, the Township Clerk shall set a date for a hearing before the Township Board on the alleged violations(s) for a determination by the Township Board as to whether the Township Board shall suspend or revoke the license. Notice of the hearing shall be served by the Township Clerk or his/her designee upon the licensee, manager, or person in charge personally or by registered mail not less than seven (7) days before a scheduled hearing date. The notice shall advise the licensee of its right to be represented by legal counsel at the hearing before the Township Board. Additionally, a copy of the notice shall be posted on the front of the transitional housing facility. The notice shall indicate that the Township has initiated suspension and/or revocation proceedings before the Township Board and state the reason(s) why the Township is requesting a suspension or revocation. The notice shall state the location of the hearing and the date and time that the licensee may appear before the Township Board to give testimony and show cause why the transitional housing facility license should not be suspended or revoked.
- (e) At all such hearings, the licensee shall have the legal right to defend against the allegations made by way of confronting any adverse witnesses, by being able to present witnesses in its own behalf, by being allowed to present arguments, personally or through legal counsel in its own behalf.

- (f) The Township Board shall hear evidence and testimony by Township Departments and other concerned individuals regarding the request for suspension or revocation. The licensee shall be allowed to present evidence and testimony at the hearing as to why the license should not be suspended or revoked. After the hearing, the Township Board can revoke the transitional housing facility license, deny the suspension or revocation of the license, or suspend the license for a specific period to require the licensee to take corrective actions as set out in a Resolution of the Township Board before the license will be restored.
- (g) The Township Board shall prepare a written statement of its findings within thirty (30) days of the conclusion of all such hearings and shall serve such findings with the licensee either personally or by registered mail. If the Township Board decides that the license shall be suspended or revoked, the licensee shall forthwith surrender the same to the Township Clerk and shall not thereafter conduct, operate, rent, or lease the transitional housing facility for which the license was granted unless and until the license is restored and a new license issued to him/her/it.
- (h) If the licensee fails to take corrective action by the date specified by Resolution of the Township Board, the license shall be revoked. Upon suspension or revocation of any license, the Township Clerk shall not issue a new license to the licensee without prior approval of the Township Board.
- (i) The licensee may appeal the final decision of the Township Board to the Grand Traverse County Circuit Court.

Section 21. Sale, Transfer, or Change of Location

Upon sale of a transitional housing facility, the license issued therefore shall become null and void. A new application shall be filed as provided in this Ordinance prior to the leasing, renting, operating, or occupying of the transitional housing facility. It shall be the duty of all licensees having knowledge of the sale of a transitional housing facility to immediately report such sale to the Township Clerk or his/her designee. The failure to do so shall be a violation of this Ordinance punishable as set forth in Section 30 and shall result in an immediate suspension of the transitional housing facility license.

Section 22. Financial Assurances

Where the provisions of this Ordinance require that the applicant for any license furnish a financial assurance, such financial assurance shall be furnished in an amount deemed adequate by the Township Clerk or his/her designee, or where the amount thereof is specified in this Ordinance or by Resolution of Township Board, in the amount so required. The form of such financial assurance shall be acceptable to and approved by the Township attorney.

Section 23. Expiration of Transitional Housing Facility License

All licenses issued under this Ordinance shall expire either:

- (a) One (1) year from the date of issuance; or
- (b) Any time the ownership of the premises changes; or
- (c) Any time the license is suspended or revoked, whichever occurs first.

Section 24. Renewal of Transitional Housing Facility License

Unless otherwise provided in this Ordinance, an application for renewal of a license shall be considered in the same manner as an original application. Should an application for renewal of an existing license be denied by the Township, the denied applicant may appeal said decision by filing with the Township Clerk a written request for a hearing before the Township Board. Such request must be served upon the Township Clerk within two (10) days of the applicant's receipt of the denial notice. To obtain renewal of a business license:

- (a) The applicant(s) shall present the following information to the Township Clerk or his/her designee.
 - (1) A sworn affidavit by the applicant(s) stating that the matters contained in the original application have not changed, or if they have changed, specifically stating the changes that have occurred.
 - (2) The names, addresses, birth dates and driver's license numbers of each owner and individual who will be a manager, acting manager or in charge of each facility.
- (b) Inspections shall be conducted by Authorized Township Officials to verify that the requirements of all applicable Township Ordinances are being met prior to renewal of the license.

Section 25. Applicability of Regulations to Existing Businesses

The provision of this Ordinance shall be applicable to all transitional housing facilities, whether the transitional housing facility or was established before or after the effective date of this Ordinance. However, those transitional housing facilities existing prior to the date of adoption of this Ordinance will have a 60-day grace period from the date of adoption within which to comply with all the conditions and requirements of this Ordinance set forth herein. The Township shall send written notice to all known transitional housing facilities operating in the Township when this Ordinance is adopted. Such notice shall be sent by certified mail to the property owner of record and to each occupant located on the property.

Section 26. Exemptions

The provisions of this Ordinance shall not apply to any agency of the United States of America, the State of Michigan, or any political subdivision thereof.

Section 27. Violation and Penalty

Violation of a provision of this Ordinance is a municipal civil infraction. In addition, a violation of this Ordinance is hereby declared to be a *nuisance per se* and the Township specifically reserves the right to proceed in any court of competent jurisdiction to obtain an injunction, restraining order or other appropriate remedy to compel compliance with this Ordinance. Every day on which any violation of this Ordinance continues constitutes a separate offense and shall be subject to penalties and sanctions as a separate offense.

Section 28. All Ordinances inconsistent herewith are hereby repealed.

Section 29. Effective Date.

This Ordinance will become effective seven (7) days following its publication in a newspaper in general circulation within the Township as provided by law.

Introduced: May 10, 2022
Adopted: January 10, 2023
Published: January 15, 2023
Effective: January 22, 2023

Moved: Steve Duell

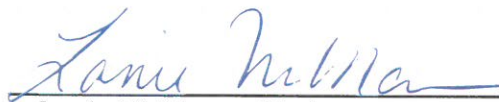
Supported: Chris Barsheff

Ayes: Duell, Barsheff, McManus, Macomber, Agostinelli, Schmuckal, Korn

Nays: None

Absent and Excused: None

The Chairman, Chuck Korn, declared the motion carried and Resolution 2023-02-T adopted this 10th day of January 2023.



Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of Resolution 2023-02-T which was adopted by the Township Board of the Charter Township of Garfield on the 10th day of January 2023. Garfield Township Ordinance No. 77 shall take effect upon the expiration of seven (7) days following publication.

Dated: _____

1/11/2023

Lanie McManus

Lanie McManus, Clerk
Charter Township of Garfield

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

RESOLUTION # 2023-03-T

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. **THAT** the revised Charter Township of Garfield Fee Schedule, attached hereto as Exhibit "A" and made a part of this resolution, is hereby adopted by the Charter Township of Garfield.
2. **THAT** the previous Charter Township of Garfield Fee Schedule, adopted by resolution 2022-02-T, is hereby repealed.
3. **THAT** this resolution and the Fee Schedule attached hereto shall be in full force and effect from and after its approval.

Moved: Denise Schmuckal

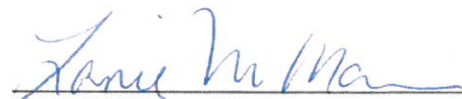
Supported: Molly Agostinelli

Ayes: Schmuckal, Agostinelli, Barsheff, Duell, Macomber, McManus, Korn

Nays: None

Absent and Excused: None

By:



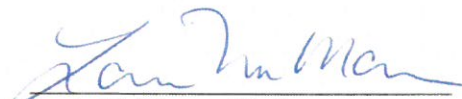
Lanie McManus, Clerk

Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of Resolution #2023-03-T which was adopted by the Township Board of the Charter Township of Garfield on the 10th day of January 2023.

Dated: 1/11/2023



Lanie McManus, Clerk

Charter Township of Garfield

CHECK DISBURSEMENT REPORT FOR CHARTER TOWNSHIP OF GARFIELD
CHECK DATE FROM 01/05/2023 - 01/18/2023
Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
01/11/2023	GEN	41193	CITY OF TRAVERSE CITY	00104403-7 11.20-12.19.2022	101-000-084.861	666.74
		41193		00104915-6 11.20-12.19.2022	101-448-920.005	28.38
						695.12
01/11/2023	GEN	41194	CONSUMERS ENERGY	103033456148 12.2022	101-448-920.005	65.03
01/11/2023	GEN	41195	ENGINEERED PROTECTION SYS.	EPS 2.1-4.30.23 SVC AGREEMENT	101-265-935.606	376.38
01/11/2023	GEN	41196	ESRI	RENEWAL GIS	101-258-935.015	1,400.00
01/11/2023	GEN	41197	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	523.84
01/11/2023	GEN	41198	GFL ENVIRONMENTAL	002114259	101-265-935.604	122.80
		41198		002114260	308-000-805.000	493.11
						615.91
01/11/2023	GEN	41199	GRANITE TELECOMMUNICATIONS	PHONES	101-265-850.000	129.16
01/11/2023	GEN	41200	GRID4 COMMUNICATIONS, INC.	PHONES	101-265-850.000	687.98
01/11/2023	GEN	41201	LANDGREEN LAWCARE	DECEMBER PARK SNOW REMOVAL	308-000-935.000	2,433.00
01/11/2023	GEN	41202	MUNICIPAL UNDERWRITERS OF MI	PAR PLAN 2023	101-851-912.001	16,743.00
01/11/2023	GEN	41203	SVEC CONSTRUCTION	DECEMBER SNOW REMOVAL	101-265-935.601	770.00
01/11/2023	GEN	41204	TRAVERSE CITY RECORD EAGLE	ADVERTISING	101-101-901.000	588.75
01/11/2023	GEN	41205	UNITED WAY	UNITED WAY	101-000-238.000	90.00
01/11/2023	GEN	41206	VC3 INC.	OFFICE 365	101-258-935.015	32.00
01/11/2023	GEN	41207	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	1,390.00
01/11/2023	GEN	41208	WILLIAMS GROUP / JUIE E. RAHE	LEGAL SVC	101-410-801.000	32.96
01/18/2023	GEN	41209	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTH	101-851-873.030	22,670.73
01/18/2023	GEN	41210	GRAND TRAVERSE COUNTY MTA	MTA MTG 12.22	101-101-960.000	40.00
		41210		DUES	101-101-965.101	263.23
						303.23
01/18/2023	GEN	41211	GT SUPPLY, LLC	M-FOLD TOWELING	101-265-726.003	110.00
01/18/2023	GEN	41212	LAND INFORMATION ACCESS ASSOC	WEBSITE ASSISTANCE	101-258-935.015	105.00
01/18/2023	GEN	41213	SPECTRUM ENTERPRISE	INTERNET	101-258-935.016	149.98
01/18/2023	GEN	41214	TRAVERSE CITY FLEET REPAIR	F250 OIL CHANGE	101-806-863.000	87.72
			TOTAL - ALL FUNDS	TOTAL OF 22 CHECKS		49,999.79

3.b.(i)

Check Date	Bank	Check #	Payee	Description	GL #	Amount
--- GL TOTALS ---						
101-000-084.861			DUE FROM #861 STREET LIGHTS			666.74
101-000-227.000			DEFERRED COMP			1,390.00
101-000-237.000			HSA (FORMERLY FLEX)			523.84
101-000-238.000			UNITED WAY			90.00
101-101-901.000			ADVERTISING			588.75
101-101-960.000			EDUCATION & TRAINING			40.00
101-101-965.101			DUES & PUBLICATIONS -TOWNBOAR			263.23
101-258-935.015			COMPUTER SUPPORT SYSTEMS			1,537.00
101-258-935.016			COMPUTER NETWORK			149.98
101-265-726.003			SUPPLIES-MAINTANCE			110.00
101-265-850.000			TELEPHONE			817.14
101-265-935.601			SNOW PLOWING			770.00
101-265-935.604			RUBBISH REMOVAL			122.80
101-265-935.606			ELECTRONIC PROTECTION SYSTEM			376.38
101-410-801.000			LEGAL SERVICES			32.96
101-448-920.005			STREET LIGHTS TOWNSHIP			93.41
101-806-863.000			OIL CHANGES			87.72
101-851-873.030			INSURANCE - EMPLOYEE HEALTH			22,670.73
101-851-912.001			INSURANCE - LIABILITY			16,743.00
308-000-805.000			CONTRACTED AND OTHER SERVICES			493.11
308-000-935.000			MAINTENANCE - MISC, EQUIP			2,433.00
			TOTAL			49,999.79



Engineering
Surveying
Testing &
Operations

123 West Front Street
Traverse City, Michigan 49684
231.946.5874 (P)
231.946.3703 (F)

January 17, 2023

SUMMARY OF BILLINGS FOR APPROVAL FROM GARFIELD TOWNSHIP

I. Developer's Escrow Fund

A. Storm Water Reviews

1. Engineering consulting services for storm water plan review. Britten North Manufacturing/Storage, Escrow No. 214.851	
Project# 22327 Invoice No. 2232703	50.00
2. Engineering consulting services for storm water plan review. South 22 Planned Unit Development, Escrow No. 701-000-214.815	
Project# 22228 Invoice No. 2222802	1,495.00
3. Engineering consulting services for storm water plan review. Prince of Peach Lutheran Church, Escrow No. 214.825	
Project# 22329 Invoice No. 2232902	395.00
4. Engineering consulting services for storm water plan review. Industry Properties, LLC, Concrete Central, Escrow No. 214.820	
Project# 22346 Invoice No. 2234602	1,040.00
5. Engineering consulting services for storm water plan review. Louie's Meats, Escrow No. 701-000-214.858	
Project# 22353 Invoice No. 2235301	522.50
6. Engineering consulting services for storm water plan review. Lont Tree III, Lot 67, Escrow No. 701-000-214.860	
Project# 22354 Invoice No. 2235401	500.00
Total A	4,002.50

B. Utility Plan Review, Oversight & Closeout

1. Engineering consulting services for plan review, construction services and Project Turnover Kchii-Noodin Kaamdaaking - II (Windy Hills Phase II)	
Project# 20037 Invoice No. 2003701	1,600.00
2. Engineering plan review and overall capacity evaluation, construction services, project turnover Birmley Hills Site Condominium	
Project# 22300 Invoice No. 2230003	1,395.00
Total B	2,995.00

Total Developer's Escrow Fund 6,997.50

II. General Utilities

1. Services for flow monitoring, North of Birmley Estates, sound of Hammond Road Sewer System Flow Monitoring	
Project# 22029C Invoice No. 22029311	1,396.55

Total Utility Receiving Fund 1,396.55

GRAND TOTAL \$8,394.05

Invoice

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

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

January 17, 2023
Project No: 22327
Invoice No: 2232703

Re: Britten North Manufacturing/Storage, Storm Water Review, Escrow No. 701-000-214.851

Services Performed: Engineering Services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter of initial review along with second review with revisions requested.

Project Location: 2466 Cass Road, Traverse City

Professional Services from December 4, 2022 to January 14, 2023

Professional Personnel

	Hours	Rate	Amount
Project Engineer II	.50	115.00	57.50
Totals	.50		57.50
Total Labor			57.50

Billing Limits

	Current	Prior	To-Date
Total Billings	57.50	1,950.00	2,007.50
Limit			2,000.00
Adjustment			-7.50

Total this Invoice \$50.00

Billings to Date

	Current	Prior	Total
Labor	50.00	1,950.00	2,000.00
Totals	50.00	1,950.00	2,000.00

Invoice

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

January 17, 2023
Project No: 22228
Invoice No: 2222802

Re: South 22 Planned Unit Development, Storm Water Review
Services Performed: Engineering Services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter of findings and approval.

Project Location: 1523 W. Hammond Road, Traverse City

Professional Services from December 19, 2022 to January 14, 2023

Professional Personnel

	Hours	Rate	Amount
Project Engineer II	13.00	115.00	1,495.00
Totals	13.00		1,495.00
Total Labor			1,495.00
		Total this Invoice	\$1,495.00

Billings to Date

	Current	Prior	Total
Labor	1,495.00	718.75	2,213.75
Totals	1,495.00	718.75	2,213.75

Invoice

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

January 17, 2023
Project No: 22329
Invoice No: 2232902

Re: Prince of Peach Lutheran Church, Storm Water Review, Escrow No. 214.825

Services Performed: Engineering Services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter of final review and approval. Additional review related to onsite water/sewer service for compliance with Grand Traverse County DPW standards.

Project Location: 2242 LaFranier, Traverse City, Michigan 49686

Professional Services from December 18, 2022 to January 14, 2023

Professional Personnel

	Hours	Rate	Amount	
Director of Engineering	2.00	165.00	330.00	
Project Engineer II	.50	130.00	65.00	
Totals	2.50		395.00	
Total Labor				395.00
		Total this Invoice		\$395.00

Billings to Date

	Current	Prior	Total
Labor	395.00	1,766.25	2,161.25
Totals	395.00	1,766.25	2,161.25

Invoice

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

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

January 17, 2023
Project No: 22346
Invoice No: 2234602

Re: Industry Properties, LLC, Concrete Central, 1389 Industry Drive, Storm Water Review, Escrow No. 214.820
Services Performed: Engineering Services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter of final review and acceptance.

Project Location: Industry Drive, Traverse City

Professional Services from December 18, 2022 to January 14, 2023

Professional Personnel

	Hours	Rate	Amount
Project Engineer II	8.00	130.00	1,040.00
Totals	8.00		1,040.00
Total Labor			1,040.00
		Total this Invoice	\$1,040.00

Billings to Date

	Current	Prior	Total
Labor	1,040.00	902.50	1,942.50
Totals	1,040.00	902.50	1,942.50

Invoice

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

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

January 17, 2023
Project No: 22353
Invoice No: 2235301

Re: Louie's Meats, Storm Water Review, Escrow No. 701-000-214.858

Services Performed: Engineering Services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter of initial review.

Project Location: 2040 Cass Road, Traverse City

Professional Services from November 28, 2022 to January 14, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Engineer II	2.00	130.00	260.00	
Design Engineer	2.50	105.00	262.50	
Totals	4.50		522.50	
Total Labor				522.50
		Total this Invoice		\$522.50

Billings to Date

	Current	Prior	Total
Labor	522.50	0.00	522.50
Totals	522.50	0.00	522.50

Invoice

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

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

January 17, 2023
Project No: 22354
Invoice No: 2235401

Re: Lone Tree III, Lot 67, Storm Water Review, Escrow No. 701-000-214.860
Services Performed: Engineering Services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter of findings and approval.

Project Location: 4325 Apple Tree Ln., Traverse City

Professional Services from December 4, 2022 to January 14, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Engineer II	2.25	130.00	292.50	
Project Manager	5.00	145.00	725.00	
Totals	7.25		1,017.50	
Total Labor				1,017.50

Billing Limits	Current	Prior	To-Date	
Total Billings	1,017.50	0.00	1,017.50	
Limit			500.00	
Adjustment				-517.50
			Total this Invoice	\$500.00

Billings to Date

	Current	Prior	Total
Labor	500.00	0.00	500.00
Totals	500.00	0.00	500.00

Invoice

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

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

January 17, 2023
Project No: 20037
Invoice No: 2003701

Re: Kchii-Noodiin Kaamdaakiing - II (Windy Hills Phase II)

Services Performed: Provide plan and permit application review, over-sight inspection and project close out for the water main and sanitary sewer infrastructure to services the development located on Herkner Road.

1. Engineering Review - Meeting with the Windy Hills engineer, plan review and ACT 399 / Part 41 EGLE permit application assistance for pump station, water and sewer extension.
2. Construction observation & oversight - Estimated services for approximately (50 days) of construction oversight (100 hours) and over site of pump station start up. Owner is responsible for providing full time insepction, reports and testing compliant with township specifications.
3. Project Turnover - Review drawing, reports and close out documents and turnover documentation to township.

Professional Services from January 1, 2020 to January 14, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineer Review	8,000.00	20.00	1,600.00	0.00	1,600.00
Construction Observation	12,500.00	0.00	0.00	0.00	0.00
Proj. Turnover, Close Out	1,500.00	0.00	0.00	0.00	0.00
Total Fee	22,000.00		1,600.00	0.00	1,600.00
Total Fee					1,600.00
Total this Invoice					\$1,600.00

Invoice

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

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

January 17, 2023
Project No: 22300
Invoice No: 2230003

Re: Birmley Hills Site Condominium, Utility Extension (Water, Sewer and Storm Water Plan Review)

Services Performed:

A. Engineering services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services includes review, communication with applicant / engineer and correspondence letter findings and approval after several site modifications and supplemental reviews and communication with owner/ engineer

B.1 Plan review of overall capacity evaluation to determine impact to existing water and sewer system and ability to service, includes Act 399 permit and Part 41 assistance for the water main and sewer.

B.2 Full time construction observation for watermain/sanitary sewer testing and walk through with DPW.

B.3 Project turnover for review drawing and easements, close out and turnover documentation to township and updates to GIS and overall utility maps.

Project Location: South of Birmley Estates and Farmington Drive Traverse City

Professional Services from December 4, 2022 to January 14, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
A. Storm Water Review	3,395.00	100.00	3,395.00	2,000.00	1,395.00
B.1 Engineering Utility Plan Review	3,500.00	100.00	3,500.00	3,500.00	0.00
B.2 Construction Observation & Testing	32,250.00	0.00	0.00	0.00	0.00
B.3 Project Close Out, Turnover	2,750.00	0.00	0.00	0.00	0.00
Total Fee	41,895.00		6,895.00	5,500.00	1,395.00
Total Fee					1,395.00
Total this Invoice					\$1,395.00

Invoice

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

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

January 17, 2023
Project No: 22029C
Invoice No: 22029311

Re: Sewer System Flow Monitoring

Services Performed: Services related to flow meter installation and monitoring for the 8" sewer segment north of Birmley Estates that captures sewer flows south of Hammond Road. Monitoring was completed per request of ELGE to demonstrate adequate capacity for future growth.


Professional Services from November 3, 2022 to January 14, 2023

Professional Personnel

	Hours	Rate	Amount	
Operations & Maintenance Technician II	16.00	85.00	1,360.00	
Totals	16.00		1,360.00	
Total Labor				1,360.00

Reimbursable Expenses

ACE HARDWARE				
11/21/2022 ACE HARDWARE	BATTERY SPRING TOP		36.55	
	LANTERN FOR FLOW METER			
	QTY 2			
Total Reimbursables			36.55	36.55
	Total this Invoice			\$1,396.55

 Charter Township of Garfield Planning Department Report No. 2023-11		
Prepared:	January 17, 2023	Pages: 1
Meeting:	January 24, 2023 Township Board	Attachments: <input checked="" type="checkbox"/>
Subject:	Proposed Amendment to the Floodplain Management Ordinance (Ordinance No. 72)	

BACKGROUND:

Participation in the National Flood Insurance Program (NFIP) provides residents the opportunity to purchase flood insurance. Garfield Township has participated in the Program since 1986. Acme, Blair, East Bay, Long Lake, Paradise, Peninsula, Union, and Whitewater Townships all are currently enrolled in the NFIP.

The Floodplain Management Ordinance (Ordinance No. 72) was adopted by the Township Board in 2018 to ensure participation in the NFIP. Under the Ordinance, the Township Building Official has the authority to enforce the floodplain provisions of the Michigan Construction Code with the adopted maps serving as the basis for that enforcement. In practice, the Building Official can require landowners to meet certain code requirements depending upon their location with regard to flood-prone areas.

Recently, the Federal Emergency Management Agency (FEMA) completed new Flood Insurance Rate Maps (FIRMs) for Grand Traverse County, including Garfield Township. These maps must now be included and referenced in Ordinance No. 72. Therefore, an amendment to Ordinance No. 72 is required.

ACTION REQUESTED:

If the presented material is acceptable to the Township Board, then the following action is recommended:

MOTION THAT a public hearing BE SCHEDULED on the proposed amendment to Ordinance No. 72, as attached to Planning Department Report 2023-11, for the February 14, 2023 meeting of the Township Board.

Any additional information that the Township Board determines to be necessary should be added to this motion.

Attachments:

1. Current Ordinance No. 72 (adopted 2018)
2. Draft Resolution to Amend Ordinance No. 72

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

CHARTER TOWNSHIP OF GARFIELD

GRAND TRAVERSE COUNTY

Amendment One to Ordinance No. 72

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

The Charter Township of Garfield:

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

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

Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Grand Traverse County, Michigan" (All Jurisdictions) and dated August 28, 2018 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of: 26055CIND0A, 26055C0094C, 26055C0207C, 26055C0225C, 26055C0226C, 26055C0228C, 6055C0250C, dated August 28, 2018 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3

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

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

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

Adopted this 9th day of October, 2018.

This ordinance duly adopted on October 9, 2018 at a regular meeting of the Charter Township of Garfield Board of Trustees and will become effective October 14, 2018.

Signed on 10-9-18 by Lanie McManus

Lanie McManus, Clerk

Garfield Township

Attested on 10-16-18 by Chuck Korn

Chuck Korn, Supervisor

Garfield Township

**Charter Township of Garfield
Grand Traverse County, Michigan**

DRAFT Ordinance No. 72

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

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

The Charter Township of Garfield:

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

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

Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) entitled "Flood Insurance Study for Grand Traverse County, All Jurisdictions" effective April 19, 2023, and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) included on index panel, 26055CIND0B, effective April 19, 2023 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

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

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

This ordinance duly adopted on February 14, 2023 at a regular meeting of the Charter Township of Garfield Board of Trustees and effective February 19, 2023.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield

Dated: _____

Chuck Korn, Supervisor
Charter Township of Garfield

Charter Township of Garfield

Engineering Report / Construction Update

January 18, 2023

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. 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 is our intent to include this project construction with the McCrae PRV replacement to optimize cost with a single contractor. Permits have been issued. Project is on hold due to high bid price received.

*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 to include watermain replacement (Plastic C900) with PRV replacement proposed.

C2R2 Grant - West (Long Lake Township) to connect Black Bear Farms: EGLE Grant and GFA contract have been approved. GFA completed survey work in December and now proceeding with design. We are coordinating with contractors on scheduling as their may be some material supply delays so anticipating on bidding out for late summer / fall construction to accommodate. Project design is complete and EGLE permit issued. Project was put out for bids on 8/23 and have offered both late fall or spring 2023 construction to accommodate. Only 1 responsive bidder submitted, and prices came in higher than available grant funds (due to increased materials/ labor costs). Have until 12/24 to complete, contractor has held bid price and additional funding sources have been solicited. Township has approved Elmers Bid and project is in process. GFA has reviewed shop drawings and working with contractor on schedule. Project slated to begin April 2023 with June 30th completion

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. A memo is attached for the Boards Consideration to install a mixer to address. Other tanks in the system have mixers and is standard practice with new tanks.

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. Garfield Twp board approved GFA contract last month and currently conducting survey work. Design complete and bid out end of February for 2023 construction.

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, DEQ 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 recently approved the EGLE DWRP Engineering report which will include completing the water study. This is to be done by July 2023.

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 exists (terminates at McCrae / US-37. There continues to be interest from parcels along route and with Blair to service development (fire flow only). GFA and Township staff are currently working on cost sharing options and establishing a meeting with developers on ability to collaborate on project to extend Garfield infrastructure to provide both domestic and fire.

Capital Improvement Projects

GFA continues working on capital improvement list and attended the February 23rd Joint Planning / Board meeting. The list will be utilized to assist with soliciting infrastructure funding that is upcoming. In addition, GFA has been monitoring the IJA infrastructure funds passed by the Federal Government and placed our ask to the local agency for them to pass along to our state representatives. Township recently submitted to EGLE our notice of intent to apply for a loan to implement projects. A presentation of the projects and loan process was conducted at a recent meeting to the board. GFAs proposal to complete Engineering Study that is required by EGLE to start process and was approved at last month's meeting. Report will be complete in July 2023.

Water and Sewer Rates

DPW is utilizing to conduct a rate analysis for the Township. GFA has been providing as needed assistance related to assets and values to assist.

County ARPA Funding Request

GFA worked with Township staff on applications to the county to request ARPA funds for Long Lake WM extension, Olesons Water Service Extension and Francisco Sewer Extension. Other projects are also in the ask but this is what is pertinent to water /sewer.

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 2021 budget providing some funds to implement some improvements. A proposal was submitted to the Township and was approved last month to proceed with the first phase of this project including parking lot improvements and a pavilion. Project has been completed with some minor punch list items outstanding. Contractor to return this month to finalize.

GFA has been retained by the Township and currently working on Phase 2 of the park to include dog park and irrigation. Project was awarded to Walton Contracting and due to labor / material delivery delays will begin in late spring 2023.

Utility Plan Reviews

Windy Hills (60 Acre Herkner Parcel) – Phase II

GFA has completed initial review and awaiting final plan submission to complete full review. GFA to provide oversight with fulltime inspection to be provided by applicant.

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.

Village at Lafranier Woods

GFA has been providing onsite construction inspection with all utilities installed. GFA is working with contractor on closeout paperwork / record drawings.

The Oaks

GFA has been providing onsite construction inspection with all utilities installed. GFA is working with contractor on closeout paperwork / record drawings.

BATA Facility

All permits have been issued and GFA is waiting on schedule from Developer. GFA will be providing full time inspection.

Marengo 31

Plans have been reviewed and approved and EGLE permit has been issued. GFA will provide full time inspection with work to begin when notified.

South 22

All permits have been issued and GFA is waiting on schedule from Developer. GFA will be providing full time inspection.

Britten, New Buildings (Cass Road)

GFA has completed final review of the plans related to water main extension to service the additional buildings and submitted to EGLE For permitting.

Birmley Hills Condo

GFA has completed a final review of the plans related to water main and sewer extension to service the additional buildings. Final plans have been received submitted to EGLE for permitting.

2021 through 2023 Storm Water & Private Road Plan Reviews

*list represents those still outstanding from 2021 and 2022 not approved

Action Water Sports	Approved per letter 7/21/22
Fox Motors SW Review	Approved per letter 8/29/22 (final plans with agreements and permits to be submitted to Twp)
TC Curling Center	Approved per letter 8/23/22 (final plans with permit and escrow)
Kensington West PURD	approved per cursory review letter 9/9/22
7 Brews - S Airport	Approved 11/17/22 (final plans with agreements and permits to be submitted to Twp)
7 Brews - US 31	Initial review sent 7/22/22
Britten New Building	Approved 10/28/22 conditional on EGLE and update Due Care
South 22 Pland Dev	Approved for Grading Permit 7/29/22- Awaiting submittal of calcs to continue. Expected 8/12 , Requested calculations on 12/21&12/27, Letter sent 12/29/22 approved pending confirmations
3566 N US -31 (Stone Field Eng)	Review letter sent 8/17. Follow up cursory review should be simple.
Premier Place - Bill Crain	Approved per letter 8/24/22 (final plans with agreements and permits to be submitted to Twp)
TC Hammond SW Review	Review letter sent 9/6/22 -Follow up cursory review should be simple.
1342 Industry Drive-Unit 17 HIC	Approved per letter 10/28 verifying 9/30 revisions met 9/19 review letter.
Rogers Property	Approved 11/4/2022 (final plans with agreements and permits to be submitted to Twp)
Logan Valey Storage	Approved 10/31/22 (final plans with agreements and permits to be submitted to Twp)
Brimley	Initial review sent 10/26, received additional info 11/17
Britten North Building	Initial review sent 10/31/22
Prince of Peace	Approved per final review letter 12/20/22
Unit 25 HIC	Approved 10/31/22 (final plans with agreements and permits to be submitted to Twp)Approved for Grading Permit 10/26/22.
Fairfield Hotel	Approved 11/15/22 (final plans with agreements and permits to be submitted to Twp)
1389 Industry Drive - Concrete Central	Approved 12/29/22 with pending confirmation on rear basin.
Alpers Storage Unit	Initial review emailed 12/19/22
Robertson SW Mod - Lot 67 Lonetree	Approved per letter 12/22/22
Machin Expansion	Received 1/7/23 – IN review



Garfield Township EMS Incidents - 2022

Complaint	Priority 1	Priority 2	Priority 3	Total	
Fall	87	172	350	609	15.86%
Difficulty Breathing / SOB	259	64	44	367	9.55%
General Weakness	68	15	198	281	7.32%
Cardiac Issues (Chest Pain)	213	2	17	232	6.04%
Invalid Assist/Lift Assist	2	8	198	208	5.42%
Vehicle Accident	140	4	23	167	4.35%
Altered LOC	116	3	39	158	4.11%
Seizure	113	6	39	158	4.11%
Medical Alarm	1	86	58	145	3.78%
Abdominal Pain	47	6	86	139	3.62%
Unresponsive	106	5	2	113	2.94%
Nausea/Vomiting	44	5	62	111	2.89%
Syncope/near-fainting	62	19	21	102	2.66%
Psychiatric Problem/Suicide Attempt	16	11	74	101	2.63%
No Other Appropriate Choice	14	9	62	85	2.21%
Stroke/CVA	75		6	81	2.11%
Traumatic Injury	15	14	50	79	2.06%
Back Pain (Non-Traumatic)	9	2	58	69	1.80%
Diabetic Emergency	31	15	22	68	1.77%
Hemorrhage/Laceration	28	16	22	66	1.72%
Hypotension / hypertension	21	3	28	52	1.35%
Alcohol intoxication	10		34	44	1.15%
Overdose - Unintentional	29	4	7	40	1.04%
Death - Priority 5	3		34	37	0.96%
Infection	6		22	28	0.73%
Assault	5	8	14	27	0.70%
Cardiac Issues - No Chest Pain	21	1	3	25	0.65%
Lower Limb Swelling	2		23	25	0.65%
CPR	23			23	0.60%
Headache	9	3	11	23	0.60%
Urinary problem	2	1	20	23	0.60%
Welfare Check	6	4	11	21	0.55%
Allergic Reaction / Stings	13	1	6	20	0.52%
Patient Assist Only		1	15	16	0.42%
Fever	6		9	15	0.39%
Epistaxis (Nosebleed)	2	8	3	13	0.34%
GI Bleed	7	3	3	13	0.34%
Choking	11		1	12	0.31%
Assist Other Agency		1	10	11	0.29%
Pregnancy/Childbirth/Miscarriage	9		2	11	0.29%
Eye Problem/Injury	1	1	5	7	0.18%

Complaint	Priority 1	Priority 2	Priority 3	Total	
Heat/Cold Exposure	3		3	6	0.16%
Carbon Monoxide	1	2	1	4	0.10%
Animal Bite	1	1		2	0.05%
Pediatric Fever	2			2	0.05%
Burns/Explosion			1	1	0.03%
Electrocution/Lightning			1	1	0.03%
Grand Total	1,639	505	1,698	3,841	



Garfield Township EMS Incidents - December 2022

Complaint	Priority 1	Priority 2	Priority 3	Total
Fall	4	17	37	58
Invalid Assist/Lift Assist	1		31	32
Difficulty Breathing / SOB	24	5	2	31
General Weakness	9		9	18
Seizure	11		6	17
Altered LOC	10	1	5	16
Abdominal Pain	6		9	15
Cardiac Issues (Chest Pain)	14		1	15
Medical Alarm		8	6	14
Vehicle Accident	8	3		11
Stroke/CVA	10			10
Syncope/near-fainting	7	1	2	10
No Other Appropriate Choice	2		7	9
Back Pain (Non-Traumatic)	1		6	7
Psychiatric Problem/Suicide Attempt	2	1	4	7
Hemorrhage/Laceration	6			6
Nausea/Vomiting	1		5	6
Unresponsive	5			5
CPR	4			4
Lower Limb Swelling			4	4
Alcohol intoxication			3	3
Infection	1		2	3
Traumatic Injury		2	1	3
Assist Other Agency			2	2
Death - Priority 5			2	2
Epistaxis (Nosebleed)	1		1	2
Fever	1		1	2
Headache	1		1	2
Heat/Cold Exposure	1		1	2
Hypotension / hypertension	1		1	2
Urinary problem	1		1	2
Welfare Check	1		1	2
Allergic Reaction / Stings			1	1
Assault		1		1
Cardiac Issues - No Chest Pain	1			1
Diabetic Emergency		1		1
GI Bleed	1			1
Other		1		1
Overdose - Unintentional	1			1
Patient Assist Only			1	1
Grand Total	136	41	153	330



Garfield NFIRS Incidents - 2022

Incident Type	Count
Medical assist, assist EMS crew	3,380
Dispatched and cancelled en route	270
Motor vehicle accident with injuries	101
Alarm system activation, no fire - unintentional	58
Motor vehicle accident with no injuries.	41
Water Flow Alarm - unintentional	39
Smoke detector activation, no fire - unintentional	28
No incident found on arrival at dispatch address	20
Gas leak (natural gas or LPG)	18
Assist invalid	16
Smoke scare, odor of smoke	14
Alarm system sounded due to malfunction	13
False alarm or false call, other	13
Assist police or other governmental agency	12
Unauthorized burning	12
Smoke detector activation due to malfunction	11
Carbon monoxide incident	10
Arcing, shorted electrical equipment	9
Cooking fire, confined to container	9
Power line down	9
Passenger vehicle fire	8
Public service	8
Carbon monoxide detector activation, no CO	7
Extrication of victim(s) from vehicle	7
Low Hanging Power Line	6
LP or Natural Gas Odor with no leak/gas found.	6
Building fire / Dryer/Appliance Fire	5
CO detector activation due to malfunction	5
Motor vehicle/pedestrian accident (MV Ped)	5
Municipal alarm system, malicious false alarm	5
Sprinkler activation, no fire - frozen pipes/heads	5
Tree Down onto Low Voltage Lines	5
Vehicle accident, general cleanup	5
Attempted burning, illegal action, other	4
Building fire	4
Low-voltage line down	4
Detector activation, no fire - unintentional	3
Gasoline or other flammable liquid spill	3
Grass fire	3
Outside rubbish, trash or waste fire	3
Person in distress, other	3
Public service assistance, other	3
Road freight or transport vehicle fire	3

Incident Type	Count
Sprinkler activation, no fire - unintentional	3
Steam, vapor, fog or dust thought to be smoke	3
Water or steam leak	3
Accident, potential accident, other	2
Animal rescue	2
Brush or brush-and-grass mixture fire	2
Chemical hazard (no spill or leak)	2
Chimney or flue fire, confined to chimney or flue	2
Extinguishing system activation	2
Heat detector activation due to malfunction	2
Local alarm system, malicious false alarm	2
Outside equipment fire	2
Police matter	2
Steam, other gas mistaken for smoke, other	2
Unintentional transmission of alarm, other	2
Authorized controlled burning	1
Building Fire - Charring only - No Flame Damage	1
Building Fire - Int/Ext Finish - Non-Structural	1
Citizen complaint	1
Defective elevator, no occupants	1
Dumpster or other outside trash receptacle fire	1
Electrical wiring/equipment problem, other	1
Excessive heat, scorch burns with no ignition	1
Extrication, rescue, other	1
Fire in portable building, fixed location	1
Fires in structure other than in a building	1
Forest, woods or wildland fire	1
Good intent call, other	1
HazMat release investigation w/no HazMat	1
Lock-in (if lock out , use 511)	1
Lock-out	1
Overheated motor / belt issue	1
Removal of victim(s) from stalled elevator	1
Ring or jewelry removal	1
Search for person on land	1
Sprinkler activation due to malfunction	1
System malfunction, other	1
Trash or rubbish fire, contained	1
Tree Down	1
Watercraft rescue	1
Grand Total	4,251



Garfield NFIRS Incidents - December 2022

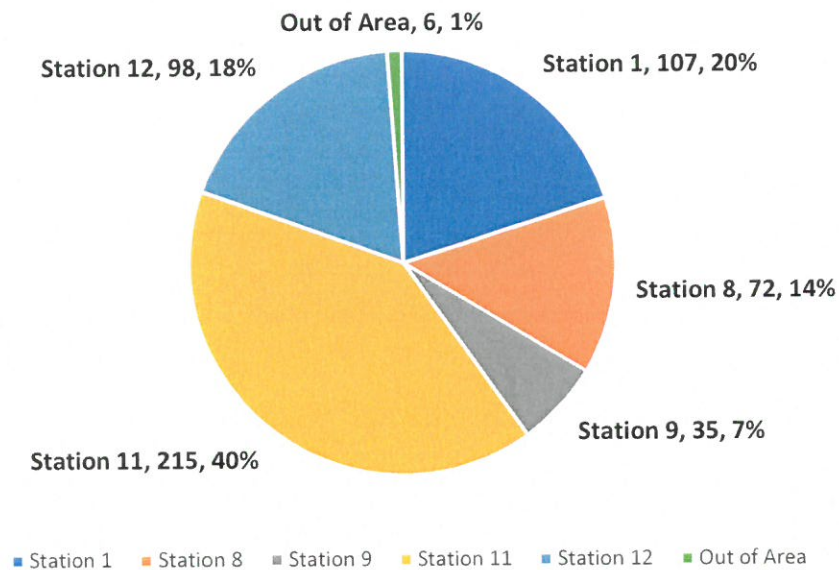
Incident Type	Count
Medical assist, assist EMS crew	298
Dispatched and cancelled en route	14
Motor vehicle accident with no injuries.	5
Water Flow Alarm - unintentional	5
Motor vehicle accident with injuries	4
Alarm system activation, no fire - unintentional	3
Assist invalid	2
Extrication of victim(s) from vehicle	2
Gas leak (natural gas or LPG)	2
Accident, potential accident, other	1
Assist police or other governmental agency	1
Attempted burning, illegal action, other	1
Building fire	1
Building Fire - Int/Ext Finish - Non-Structural	1
Carbon monoxide detector activation, no CO	1
Chemical hazard (no spill or leak)	1
Chimney or flue fire, confined to chimney or flue	1
Dumpster or other outside trash receptacle fire	1
Excessive heat, scorch burns with no ignition	1
Fire in portable building, fixed location	1
Gasoline or other flammable liquid spill	1
Good intent call, other	1
Low Hanging Power Line	1
Low-voltage line down	1
LP or Natural Gas Odor with no leak/gas found.	1
Municipal alarm system, malicious false alarm	1
No incident found on arrival at dispatch address	1
Passenger vehicle fire	1
Removal of victim(s) from stalled elevator	1
Smoke detector activation due to malfunction	1
Smoke detector activation, no fire - unintentional	1
Vehicle accident, general cleanup	1
Grand Total	358



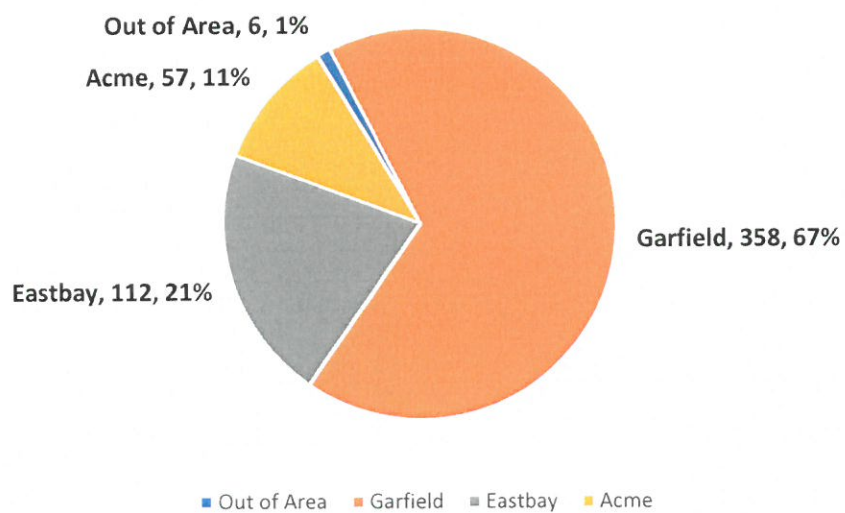
GRAND TRAVERSE METRO FIRE DEPARTMENT

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 - December 2022 Incidents by Station 533 Total



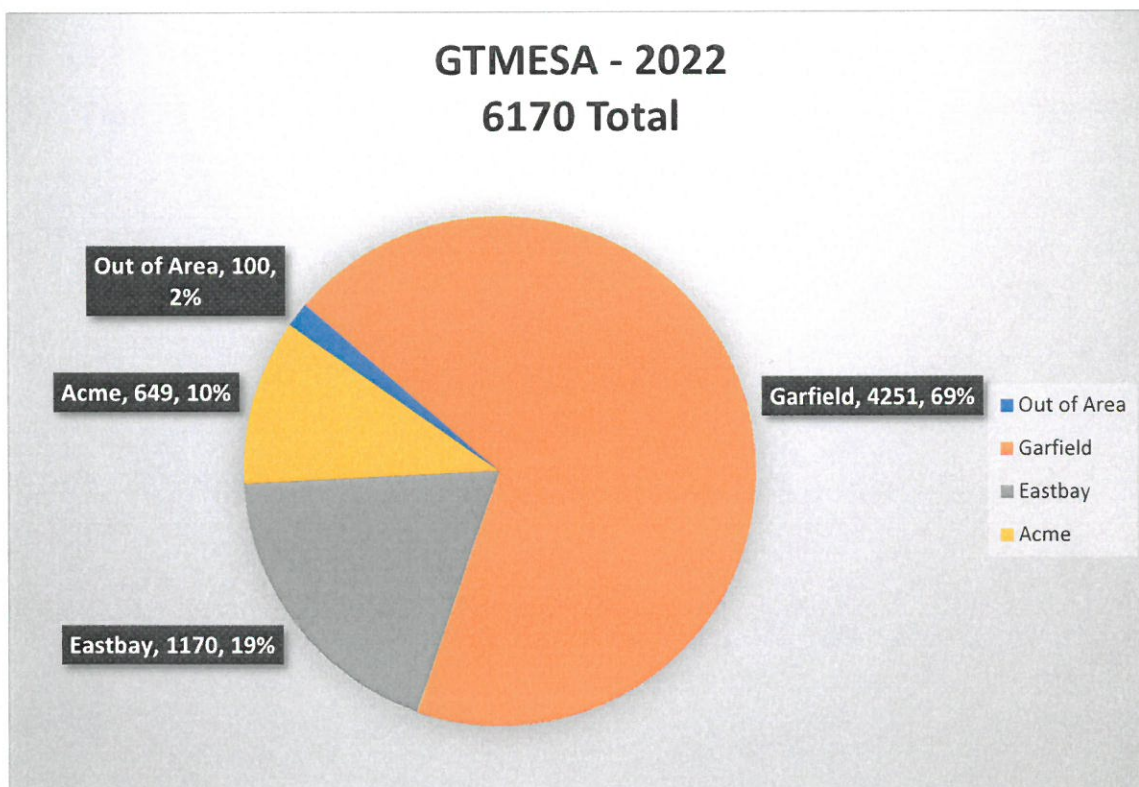
GTMESSA - December 2022 Incidents 533 Total





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Garfield Township Responses

December 2022

6.c.

Nature of Call	GT-Garfield	Total
10-Chest Pain (Non-Traumatic)	13	13
12-Convulsions/Seizures	15	15
16-Eye Problems/Injuries	1	1
17-Falls	89	89
18-Headache	1	1
19-Heart Problems / A.I.C.D.	4	4
1-Abdominal Pain/Problems	11	11
20-Heat/Cold Exposure	2	2
21-Hemorrhage/Lacerations	14	14
23-Overdose / Poisoning (Ingestion)	1	1
25-Psychiatric/ Abnormal Behavior/Suicide At	10	10
26-Sick Person (Specific Diagnosis)	74	74
28-Stroke (CVA)	11	11
29-Traffic/Transportation/Accidents	14	14
2-Allergies (Reactions)/Envenomations (Sting:	2	2
31-Unconscious/Fainting (Near)	18	18
32-Unknown Problem (Man Down)	13	13
5-Back Pain (Non-traumatic or Non Recent Tra	3	3
6-Breathing Problems	28	28
7-Burns (Scalds) /Explosion	4	4
9-Cardiac or Respiratory Arrest/Death	7	7
Total	335	335

Call Disposition	GT-Garfield	Total
Transport	198	198
Refusal	63	63
Cancelled	74	74
Total	335	335

Response Priority	GT-Garfield	Total
P-1 Emergency ALS	74	74
P-2 Emergency BLS	216	216
P-3 Non-Emergent	44	44
P-18 Stage	1	1
Total	335	335

Garfield RT December 2022

Priority 1				
Response Time Minutes	Call Count	Cumulative Call Count	Percentage	Cumulative Percentage
00:00:00 - 00:00:59	0	0	0.00%	0.00%
00:01:00 - 00:01:59	1	1	1.56%	1.56%
00:02:00 - 00:02:59	4	5	6.25%	7.81%
00:03:00 - 00:03:59	8	13	12.50%	20.31%
00:04:00 - 00:04:59	5	18	7.81%	28.13%
00:05:00 - 00:05:59	7	25	10.94%	39.06%
00:06:00 - 00:06:59	13	38	20.31%	59.38%
00:07:00 - 00:07:59	3	41	4.69%	64.06%
00:08:00 - 00:08:59	2	43	3.13%	67.19%
00:09:00 - 00:09:59	4	47	6.25%	73.44%
00:10:00 - 00:10:59	5	52	7.81%	81.25%
00:11:00 - 00:11:59	4	56	6.25%	87.50%
00:12:00 - 00:12:59	1	57	1.56%	89.06%
00:13:00 - 00:13:59	1	58	1.56%	90.63%
00:16:00 - 00:16:59	1	59	1.56%	92.19%
00:17:00 - 00:17:59	1	60	1.56%	93.75%
00:21:00 - 00:21:59	1	61	1.56%	95.31%
00:23:00 - 00:23:59	1	62	1.56%	96.88%
00:31:00 - 00:31:59	1	63	1.56%	98.44%
00:45:00 - 00:45:59	1	64	1.56%	100.00%

Priority 2				
Response Time Minutes	Call Count	Cumulative Call Count	Percentage	Cumulative Percentage
00:00:00 - 00:00:59	4	4	2.44%	2.44%
00:01:00 - 00:01:59	4	8	2.44%	4.88%
00:02:00 - 00:02:59	9	17	5.49%	10.37%
00:03:00 - 00:03:59	15	32	9.15%	19.51%
00:04:00 - 00:04:59	14	46	8.54%	28.05%
00:05:00 - 00:05:59	24	70	14.63%	42.68%
00:06:00 - 00:06:59	21	91	12.80%	55.49%
00:07:00 - 00:07:59	15	106	9.15%	64.63%
00:08:00 - 00:08:59	12	118	7.32%	71.95%
00:09:00 - 00:09:59	15	133	9.15%	81.10%
00:10:00 - 00:10:59	8	141	4.88%	85.98%
00:11:00 - 00:11:59	6	147	3.66%	89.63%
00:12:00 - 00:12:59	4	151	2.44%	92.07%
00:13:00 - 00:13:59	2	153	1.22%	93.29%
00:14:00 - 00:14:59	3	156	1.83%	95.12%
00:15:00 - 00:15:59	1	157	0.61%	95.73%
00:18:00 - 00:18:59	3	160	1.83%	97.56%
00:19:00 - 00:19:59	1	161	0.61%	98.17%
00:21:00 - 00:21:59	1	162	0.61%	98.78%
00:30:00 - 00:30:59	1	163	0.61%	99.39%
07:00:00 - 07:00:59	1	164	0.61%	100.00%

From: Chuck Korn
Sent: Monday, January 23, 2023 10:24 AM
To: Chuck Korn
Subject: Flock Safety

Hello Chuck,

Please accept this email as a formal request to be put on the agenda for a short 15-20 minute presentation by our agency and a representative from Flock Safety. I understand this will be Tuesday, January 24th. Thank you and please contact me with any questions you may have.

Randy



Randy Fewless
Captain, Investigative Services Division
Grand Traverse County Sheriff's Office
851 Woodmere Avenue
Traverse City, MI 49686

flock safety



FLOCK CAMERAS

Stop missing investigative leads.

Flock Safety has cameras for both neighborhood and police use.



7/10 crimes are committed with the use of a vehicle.

flock safety

Capture the vehicle details you need to track leads and solve crime. Flock Safety's patented Vehicle Fingerprint™ technology lets you search by vehicle make, color, type, license plate, state of the license plate, missing plate, covered plate, paper plate, and unique vehicle details like roof racks, bumper stickers, and more.



Motion Activated

Flock LPRs take pictures of the back of the vehicle as it drives by.



24/7 Coverage

Day or night, the cameras collect evidence around the clock.



Solar Powered

No need for heavy infrastructure. Install Flock anywhere you need it.

Why choose Flock Safety cameras?

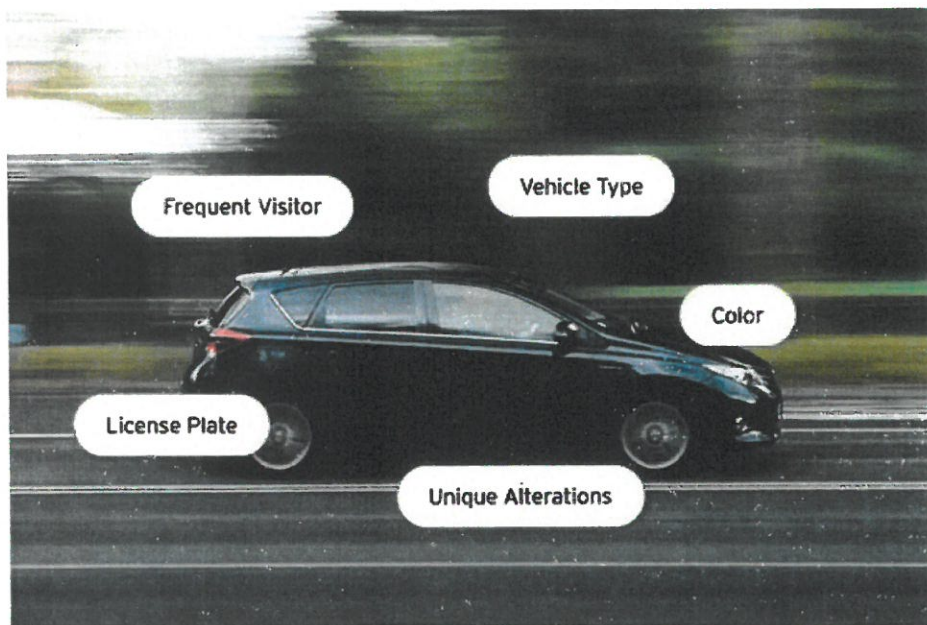
Capture More

Install Anywhere

Maintenance Free

Ethically Designed

flock safety



Capture More

Search footage with Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.

"Everyone has their favorite tool in their toolbox, and for me, that's Flock LPR."

Detective Jason Duncan
LaGrange, GA Police Department



MEMO

FROM: Jennifer Graham, PE

DATE: January 18, 2023

RE: PROJECT: Tank Mixer Installation

LOCATION: Birmley Elevated Water Tank

The interest in this tank became apparent with a recent Planning Commission meeting to address a new housing development located adjacent to Birmley Hills Estate, Phase I / II subdivision. Residents in the area attended the meeting and voiced concerns related to low water pressure in areas at the base of the tank. GFA conducted a further review with the following results:

The Birmley Tank has an operating range of 872 and residences in the area range from 785 and lower.

It was confirmed the residences closest to the tank had the highest finish floor elevation and were experiencing pressures of around 40 psi. EGLE and Michigan Plumbing Code Standards require a minimum of 35 psi operating pressure and 40 psi static pressure be provided at the finish floor of the residence.

This does meet EGLE / Michigan Plumbing Code Requirements however does not account for 2nd story / irrigation demand which can impact these pressures. GFA worked with the GTC DPW to evaluate options to improve existing pressures and was able to increase the operating levels in the tank which proved to increase pressures by 5 psi (45 psi).

This improvement has provided more ideal pressures for the area but can pose some risk to water quality in the tank. Operating at a higher level reduces turnover of water (mixing) leading to potential for stagnation and freezing in the winter. This can be easily corrected with installation of a small mixer unit in the tank and is our recommendation. Attached is for your consideration, quotes to provide install of a 120V submersible mixer inside the Birmley Tank. Install will be completed by the DPW, electrical / SCADA by the DPW Integrator, and oversite/ permitting completed by GFA.

Cost Summary:

GFA - \$1500, Topline - \$5865, Gridbee Mixer - \$11,361 TOTAL = \$18,726

Suspended Configuration

The suspended configuration is primarily used on tanks without a flat bottom. This method of installation is different with aluminum roofs or geodesic domed roofs.

Installation Procedures

Step 1:

Attach the retrieval chain to the GS mixer at the pre-located quick link. Tighten the quick link with a wrench/pliers. Plan out a safe procedure and hoist the GS Mixer to the top of the tank near the hatch opening. Use the chain and submersible cable attached to the GS Mixer for lifting and supporting the weight. Keep clear of chain and electric cord to avoid entanglement.

Step 2:

Tie off the tail end of the retrieval chain and electric cord strain relief to the quick link at the bottom of the tank penetration fitting.

Step 4:

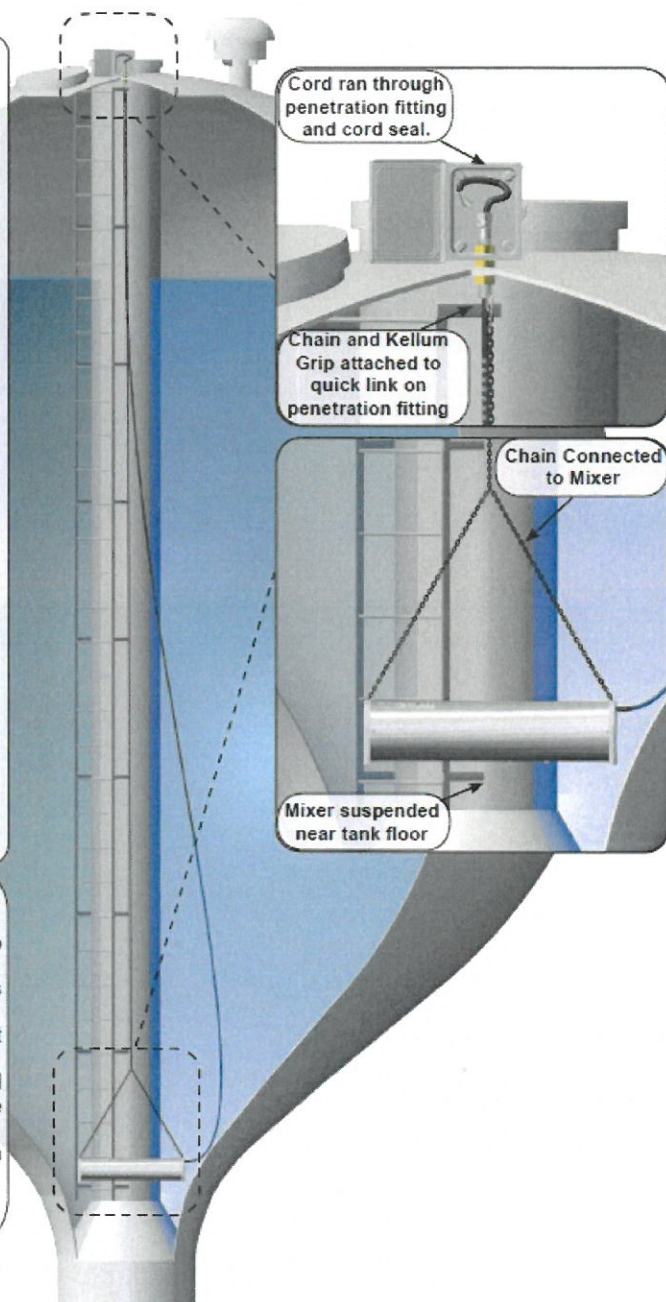
Pull the retrieval chain up until it is taught, then mark off the desired distance the GS Mixer is to be suspended above the floor, placing the quick link that desired distance down the retrieval chain below the tank penetration fitting.

Step 5:

Slowly pull up the GS Mixer and connect the quick link to the tank penetration fitting.

IMPORTANT

It is important to disinfect all components in contact with potable water. A common practice is to use a minimum 200ppm chlorine or alternate disinfectant solution in water to spray all components that will contact the drinking water. There may be additional decontamination procedures required, so it is important to understand what procedures are acceptable. Decontamination should be performed right before the unit is lowered through the hatch. The mixer should be immersed in water shortly after having been decontaminated to prevent corrosion caused by contact with chlorine or alternate disinfectant.





Eric Schiebold

Environmental Sales, Inc.
17348 W. 12 Mile Rd., Suite 103
Southfield, MI 48076-6325

Vox (248) 569-9393
Fax (248) 569-9388

Date: December 8, 2022

Proposal Expiration Date: March 8, 2023

Jennifer Graham
Gourdie Fraser, Inc.
123 W Front St
Traverse City, MI 49684

Subject: Purchase Quotation for a GS-9 GridBee Mixer and Timer Control Box for the Grand Traverse County "Birmley" 300,000 Gallon elevated water storage tank.

Dear Jennifer:

The following is a quote for a GridBee mixer for the Grand Traverse County "Birmley" tank. Please let me know if you have any questions.

Location Information

Tank Name: Birmley
Tank Volume: 300,000 Gallons
Tank Style: Elevated

Bowl Height (ft):
Diameter (ft):
Hatch (in): 12" Unobstructed
Minimum Required

Customer Objectives

The objective is to provide thorough mixing of the tank to reduce water age, stagnation, and stratification. Thorough mixing not only improves water quality, it also allows for representative sampling of the tank water, and disinfectant boosting if ever needed.

Specification for this Project

To meet the above objectives for the Grand Traverse County "Birmley" tank, we recommend the placement of one (1) GS-9-120 volt mixer and Timer Control Box. The minimum hatch size for this placement is 12" diameter. This unit requires 120 vAC power; which is to be provided by the customer/contractor.

Performance Guarantee: These mixers will completely mix the subject tank. In continuous operation, (1) at least once per 24 hours all water temperatures within the tank shall converge to within 0.8 degrees C, and (2) at least once per 72 hours all chlorine concentrations within the tank shall converge to within 0.18 mg/l.

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Equipment Cost - GS Series Electric Mixers

Quantity	Equipment Description	Cost Each	Equipment Total
1	GS-9-120v Submersible Electric Mixer with standard 75' cable and chain, top of tank roof junction box, through-tank fitting, chain grab tools, 15/16" hole saw, Lexel sealant, Kellem Grip, Cord Seal and 102423 Control Box	\$11,230.66	\$11,230.66
1	Shipping	\$130	\$130
Equipment Subtotal:			\$11,360.66

Note: Placement of the GS Series Electric mixers are well within the scope of work most cities or contractors can perform. An Owners Manual is provided with all machines and an 11 minute placement video may be viewed at the following link:

<http://www.medoraco.com/GSSeries1802>.

Power source for the mixer and control box to be supplied by the customer/contractor.

Proposal Expiration: This proposal expires in 30 days, or on the date of any new proposal for this project, whichever is sooner.

Equipment Delivery Time: Delivery time varies, for Equipment only it is usually within 2-3 weeks from order date and for Factory Placement it is usually within 6-8 weeks from order date.

Warranty: IXOM has the best parts and labor warranties that we are aware of in the industry. The details of the Warranty which applies to this project are either attached to this document or are available at:

<https://www.medoraco.com/resources/warranty>



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General Terms & Conditions of Sale

These terms and conditions (collectively, "Terms and Conditions") govern all sales of products, equipment and services (collectively, "Goods") agreed to be supplied by ("Seller") to any person to whom any quotation is made or who is offering to contract with the Seller ("Buyer"). The Terms and Conditions are incorporated into any order, offer, arrangement or understanding between the Seller and the Buyer (including pursuant to a quotation or letter of offer accepted by the Buyer) as well as any quotation or invoice or any other document to which they are attached (individually and collectively "Order"). All purchases by Buyer are expressly limited and conditioned upon acceptance of the Terms and Conditions and without limiting any other mode of acceptance, Buyer's acceptance of the Goods manifests Buyer's assent to the Terms and Conditions and the credit terms offered by Seller. Seller objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Buyer's purchase order, acknowledgement, confirmation, writing or in any prior or later communication from Buyer to Seller, unless Seller expressly agrees to such provision in a written amendment signed by Seller. An Order together with these Terms and Conditions are herein referred to as "Contract".

1. Prices; Taxes; Payment Terms; Default: (a) Prices for Goods and any adjustments to such prices shall be determined in accordance with Seller's final pricing letter or offer forming part of the Contract which has been accepted by Buyer ("Price"). (b) Prices do not include any sales, use, excise, privilege, or other taxes or assessments imposed on the Goods sold hereunder and unless Buyer provides proof of exemption satisfactory to Seller, such may be added to the price of the Goods. (c) Subject to Section 1(e) and unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Payments not received when due shall incur service charges at the rate of 1.5% per month (18% per annum) until paid, compounded on a daily basis. (d) If any of the events set out in this Section 1(d)(i) through (v) below occur, Seller reserves the right, among other remedies, to delay or suspend further shipments or require full or partial cash payment in advance until all sums due have been paid. Buyer shall be liable for all costs and expenses incurred by Seller in collecting any overdue amounts, including without limitation reasonable attorneys' fees.

(i) Buyer defaults in any payments or is unable or states that it is unable to pay its debts as and when they fall due.

(ii) Buyer commits an act of bankruptcy, files a voluntary petition in bankruptcy or has filed against it an involuntary petition in bankruptcy or has a trustee, receiver, liquidator, custodian, conservator, manager, controller or voluntary administrator appointed in respect of Buyer's estate or any part of Buyer's property or assets.

(iii) Buyer passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it.

(iv) Buyer makes an assignment for the benefit of its creditors.

(v) Buyer experiences any analogous event having substantially similar effect to any of the events listed above.



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(e) Notwithstanding Section 1(a), Seller may at any time in its sole and unfettered discretion and without being under any duty or obligation to assign reasons, review, alter or terminate Buyer's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of Seller shall be final and Seller accepts no liability or responsibility for any loss, howsoever arising, incurred by Buyer due to the operation of this condition.

2. Service Delivery & Responsibility to Purchase: (a) Unless agreed otherwise in writing, all shipments are F.C.A. Seller's or its sub-contractor's warehouse. Shipping dates are estimates only and are subject to Seller's lead time policy. Seller shall make all reasonable efforts to have Goods delivered to Buyer on or about the date or within the time frame of the Order but Seller shall not be liable for any failure or delay in delivery for any reason. Buyer is responsible for disposing of all non-returnable containers and shipping materials. (b) Purchase orders issued by Buyer and placed with Seller are irrevocable and Buyer is contractually obliged to take delivery and pay for all Goods ordered and supplied or made available by Seller pursuant to such purchase order. If Seller does not receive forwarding instructions sufficient to enable it to dispatch Goods within fourteen (14) days after notice to Buyer that such Goods are ready, Buyer shall be deemed to have taken delivery from such date and shall be obliged to pay reasonable storage charges payable on demand. Unless otherwise agreed upon by the parties in writing, if Buyer does not accept delivery or collect Goods from Seller when made available at the agreed delivery point in accordance with the Contract, Buyer also will pay Seller for SLC-7548174-2 storage costs and reimburse Seller for any demurrage, transport or futile delivery costs incurred by Seller.

(3) Title; Risk of Loss or Damage: Title to and risk of loss of the Goods shall pass to Buyer upon delivery to the carrier at point of shipment.

4. Inspection; Acceptance: Buyer shall promptly examine the Goods for any damage or shortage or failure of the Goods to comply with the Seller's standard sales specifications or the specifications contained in or referenced in the Contract. All claims for damage or shortage of Goods shall be deemed waived unless made in writing and received by Seller within 30 days of delivery of the Goods. If Buyer finds that any of the Goods do not comply with the specifications, Buyer may, at its option, reject that portion of the Goods that fail to comply by providing Seller with a notice made in writing and received by the Seller within 30 days of delivery of the Goods. Failure to timely deliver written notice of any such claim or rejection of the Goods within the warranty period specified in this clause 4 shall be deemed an absolute and unconditional waiver of such claim for damage or shortage or a right to reject such Goods and all claims related there to and shall constitute an unqualified acceptance of such Goods, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether use or application of the Goods shall have then taken place.



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5. Returns: Returned Goods shall not be accepted unless Buyer obtains prior written approval and transportation instructions from Seller. All Goods returned to Seller must be in full containers or cases, unopened and in the same condition as when delivered. If a return is approved by Seller, Goods may be returned for exchange or credit only. Seller shall give no cash refunds for returned Goods. Approved returned Goods are subject to a restocking charge of 15% of the invoiced value of such Goods and Buyer shall pay all transportation charges.

6. Limited Warranty: (a) Subject to Section 6(e) and Section 7 below, Seller warrants title and that the Goods shall conform to Seller's standard sales specifications in effect at the time of manufacture or the specifications agreed by the parties in writing and contained or referenced in the Order. Equipment components not manufactured by Seller which are incorporated in the Goods may, if specified elsewhere in the Contract, be subject only to warranties of Seller's vendors and Seller hereby assigns to Buyer all such rights in such vendor's warranties and will provide reasonable assistance in enforcing such rights. (b) Buyer is solely responsible for determining that the Goods and their specification and scope are appropriate for Buyer's intended use. Any advice or recommendations by Seller with respect to the Goods or the use of the Goods are provided in good faith based on tests or experience believed to be reliable but such advice or recommendations are not warranted. Buyer agrees that it is responsible for ensuring that Goods that comply with the warranties in Section 6(a) are fit and suitable for its purposes, requirements, processes, plant and equipment. (c) To the maximum extent permitted by law, Seller makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade or otherwise, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the goods, whether used alone or in combination with any other goods, substances processes or materials or services.

(d) In the event the exclusion of some or all of such warranties under section 6(c) for certain goods subject to this contract would be illegal, any additional warranty would be limited to the warranty required by applicable law and to the extent permitted by such law, would be subject to section 6(e) and section 7, and is conditioned upon use in accordance with label directions under normal conditions reasonably foreseeable to seller with buyer assuming the risk of any use contrary to label directions, under abnormal conditions or under conditions not reasonably foreseeable to seller. (e) Seller's sole liability and Buyer's sole remedy for breach of warranty are specifically limited to the repair of the goods (or re-performance of services when applicable) or the cost thereof where Seller fails to perform such repair necessitate by a breach of warranty, and such liability and remedy re exclusive of all other liabilities and remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, Buyer agrees that the return of the amount paid by buyer to seller for the purchase of the goods which fail to conform with the warranties set forth in section 5.7 shall be considered a fair and adequate remedy and prevent the remedies from failing of their essential purpose.



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7. Limitation of Liability: (a) The liability of Seller and its affiliates to Buyer under and in connection with the Contract is limited to the price allocable to the Goods giving rise to the claim and in no event shall the cumulative liability of Seller howsoever arising, whether under warranty, contract, tort, negligence, strict liability, indemnification, defense or any other cause or combination of causes whatsoever, exceed the total payments received from Buyer under the Contract in connection with the Goods. (b) To the extent permitted by law and notwithstanding any provision to the contrary in the contract, Seller shall not be liable for special, indirect, incidental or consequential damages, including without limitation, and loss of profits. Loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, whether arising under warranty, contract; negligence (including negligent misrepresentation) or other tort, strict liability, breach of statute, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise.

8. Safe Storage Handling & Use; Assumption of Risk; Indemnification: Buyer acknowledges that it is familiar with the risks associated with the storage, handling and use of Goods and any waste resulting therefrom. Accordingly and notwithstanding anything to the contrary set forth in the Contract, Buyer covenants and warrants and shall ensure that (i) that it and its employees, agents, carriers and customers are familiar with and adhere to all necessary and appropriate precautions and safety measures to safely store, handle or use the Goods; (ii) it and its employees, agents, carriers and customers shall comply with all applicable Laws, including without limitation, environmental laws and regulations pertaining to the storage, handling and use of Goods; (iii) shall obtain and comply with all required permits and licenses. Seller takes no responsibility for, and Buyer assumes all risks associated with waste characterization, regulatory status and chemical composition of any product, process, material, waste or substance into which the Goods are incorporated or applied. Without limiting the foregoing, Buyer shall further ensure that all storage tanks, vessels, and pipes, hoses and valves and other components used by Buyer or its employees, agents, carriers and customers to store, handle and transfer Goods which are bulk chemicals are properly installed and maintained to prevent injury, death or loss of containment during storage, handling and transfer of such Goods. If Buyer resells or distributes Goods to third parties, Buyer assumes responsibility for ensuring that it provides detailed instructions to such third parties regarding safe storage, handling and use of those Goods and any Storage Items or packaging in which such Goods are stored. To the maximum extent allowed by law, Buyer assumes all risks and liability whatsoever for all injuries, losses and damages to persons or property or otherwise and shall indemnify, defend and hold harmless Seller and Seller's



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employees and agents against all claims, damages, losses, costs, liabilities, and other expenses (including investigation and attorneys' fees) that Seller incurs or may be obligated to pay as a result of (i) Buyer's, its employees', agents', carriers' or customers' handling, possession, further processing, storage, use treatment, transportation, disposal, sale or other use or disposition of the Goods, whether used alone or in combination with other products, materials, substances or wastes, (ii) Buyer's, its employees', agents', carriers' or customers' violation or alleged violation of any Law, or (iii) Buyer's breach of any of its obligations set forth herein.

9. Force Majeure: Shipments or deliveries may be totally or partially suspended or delayed by Seller during any period in which the Seller may be prevented or hindered from manufacture, delivery or supply through any circumstances outside Seller's reasonable control or where such manufacture, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Seller's reasonable control shall include, without limitation, strikes, lockouts or other labor difficulty; acts of carriers; acts of God; acts of civil or military authorities; acts or omissions of Buyer; war; riot; fire; explosion; acts of terrorism; flood; any inability to obtain or lack of any necessary or adequate materials, inputs, fuel, power, labor, equipment, containers, facilities or services on usual terms; power or water shortage; accidents or breakdowns or failures of plant or machinery or apparatus; delays, congestions or blockages at sea ports or transport depots or software, hardware or communication network; changes in applicable Laws; or any other event, whether or not enumerated herein, beyond the reasonable control of Seller that makes impractical the manufacture, transportation or shipment of the Goods or of a material or other resource upon which the manufacture, transportation or shipment of the Goods depends. Seller shall not incur any liability to Buyer in respect of such suspension.

10. Intellectual Property: IXOM Watercare, Inc. is the sole and exclusive owner of the Intellectual Property in the Goods and processes incorporated in such Goods, and the rights attached to that Intellectual Property. Nothing herein grants to Buyer any right, title or interest in or to any of the Intellectual Property in the Goods. Buyer shall not claim to have acquired any right, title or interest to the Intellectual Property in the Goods by virtue of purchasing Goods sold hereunder. Buyer shall not deconstruct, reverse compile or reverse engineer the Goods in any way for the purpose of deciphering or replicating the chemical composition of the Goods. As used herein, "Intellectual Property" means any intellectual or industrial property right anywhere in the world including, without limitation, any patent, patent application, utility model, copyright (including copyright in manuals, databases, and promotional materials), registered design and other design rights, unpatented secrets and innovations, confidential information, and any other rights that may subsist anywhere in the world in improvements, inventions and other manufacturing processes or technical and other information of IXOM Watercare, Inc.. Buyer shall not resell, distribute or supply the Goods to any third party for any reason without IXOM Watercare, Inc. prior written consent.



Environmental Sales

Eric Schiebold

Environmental Sales, Inc.
17348 W. 12 Mile Rd., Suite 103
Southfield, MI 48076-6325

Vox (248) 569-9393

Fax (248) 569-9388

11. Confidentiality; Entire Agreement; Amendments; Changes to Terms & Conditions: (a) All information that Buyer acquires from Seller hereunder, directly or indirectly, and all information that arises out of the sale of the Goods hereunder, concerning such Goods and/or proprietary processes involved, including information concerning Seller's current and future business plans, information relating to Seller's operations, know-how, and other Seller-furnished information shall be deemed Seller's "Proprietary Information". Buyer shall (a) hold Seller's Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Agreement and (d) upon Seller's request, either promptly deliver to Seller all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Seller's option, destroy such Proprietary Information and provide Buyer certification of such destruction. The obligations under this Section shall survive the expiration or termination of the Contract. (b) The Contract constitutes the entire agreement of the parties with respect to the purchase and sale of Goods and supersedes and excludes all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods, including but not limited to, those relating to the performance of Goods or results that ought to be expected from using the Goods. Nothing in the Terms and Conditions is.

12. Governing Law: The rights and duties of the parties and any dispute regarding the sale of Goods covered hereby shall be resolved according to the laws of the State of Michigan, without regard to its conflicts of law provisions. Buyer hereby agrees to submit to the non-exclusive jurisdiction of the courts in the state of Michigan. Any controversy or claim arising out of or relating to the sale of Goods or the dealings between the parties shall be settled exclusively by arbitration in Southfield, Michigan by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration rules then in effect, and judgment upon the award shall be entered in any court having jurisdiction thereof. The prevailing party in any arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief obtained.

13. Waiver: No failure to exercise nor any delay or omission in exercising any right, power or remedy by Seller operates as or constitutes a waiver. A single or partial exercise by Seller of any right, power or remedy does not preclude any other or further exercise by it of that or any other right, power or remedy. A waiver is not valid or binding on Seller unless made in writing. No failure by Seller to exercise, nor any delay or omission by Seller in exercising any right, power or remedy nor any representation made or conduct carried out by Seller under the Contract or in connection with the supply of Goods or any of them shall constitute or provide grounds for a common law or equitable estoppel.

14. Severance: If any provision of the Terms and Conditions or its application to any person or circumstances is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed void and severable and the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired.



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To Accept This Quotation

To order the equipment, please issue a purchase order to Environmental Sales, Inc., 17348 W 12 Mile Road, Suite 103, Southfield, MI 48076. The purchase order can be mailed to the address above, faxed to 248-569-9388, or emailed to eschiebold@aol.com.

This Environmental Sales, Inc. quotation should be attached to the purchase order, and the purchase order should refer to the Environmental Sales, Inc. quotation by date, and should accept the quotation in its entirety. Acceptable language on the purchase order would be "Quantity: 1. Description: "Equipment per the attached quotation from Environmental Sales, Inc. dated _____, including all terms shown on that quotation." If there is any language missing, or extra language in the purchase order such as a referral to specifications, then Environmental Sales, Inc. will not be able to accept the purchase order.

If a purchase orders is not utilized, please sign and date below, provide billing information, and fax to 248-569-9388 or email to eschiebold@aol.com.

Signing below acknowledges acceptance of this quotation.

Proposal Date: December 8, 2022

Proposal Expiration Date: March 8, 2023

GS Series Mixer & Control Panel Purchase for the Grand Traverse County "Birmley" storage tank. \$11,360.66

Signature

Date

Printed Name

Title



PROPOSAL

5057 Sawyer Woods Drive
Traverse City, MI 49685
231-922-8626
www.toplineelectric.us

Commercial • Industrial • Residential • Outdoor Utility • Automation • Low Voltage Systems • Technology

Proposal Submitted to: **Gourdie Fraser Associates**

ATTN: **Jennifer Hodges**

Date: **1/6/2023**

Provide all labor, equipment and materials to perform the following work:

Birmley Water Tower Grid Bee Installation

Price Includes:

- Installation of Grid Bee Mixer control panel at base of water tower.
- Purchase and installation of (1) 120V circuit from the existing electrical panel to the mixer control panel.
- Purchase of materials to run from mixer down the tower to the control panel and assist the DPW with installation.
- Purchase and installation of control signal from the mixer control panel to the County control panel for a running and faulted signals.
- Tie in the mixer power to the mixer control panel at the base of the tower.
- Terminate all wiring, PLC programming and sending running/faulted signals to the SCADA.

Note: Top Line does not have trained personnel to climb the tower and install the mixer and run the mixer power down from the top of tower. This work will have to be completed by others. Purchase of mixer by others.

Total for Proposal: **\$5,865.00**

Acceptance of Proposal

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

Signature: _____

Date: _____

Payment to be made as follows:

Net 10. Any invoices outstanding after 30 days are over due and are subject to a service charge of 1 1/2% per month. Should it be necessary to place a past due invoice(s) with an attorney or collection agency, Buyer agrees to pay all reasonable collection costs and attorney fees in addition to all other sums due.

Disclaimer of All Warranties: THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED PROVIDED. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDED IMPLIED WARRANTIES OF FITNESS ARE EXPRESSLY EXCLUDED.



Name: Stephen King

Phone #: 231-590-0005

Email: stevek@toplineelectric.us

Note: This proposal may be withdrawn by us if not accepted within
15 days.

"Pay when Paid" contract clauses will not be considered by
Top Line Electric LLC.

5057 Sawyer Woods Drive, Traverse City, MI 49685

BACKGROUND

Township Staff has been working on a project to help restore the old buffalo pasture between Kid's Creek and the Buffalo Ridge Trail. CRA (Conservation Resource Alliance), along with Ecoseeds, made it known that there is grant money for this project. It would be a 50/50 split with the total amount estimated below and the Township could use staff hours for digging holes, assembling cages, mulch installation and the cost for rental equipment (i.e., skid steer w/auger), towards the percentage (50%) the township is responsible for. An itemized estimate of the number of trees, cages to protect the trees, mulch & mats are listed below:

Reforestation of the Buffalo Ridge / Kid's Creek Area

Tubes and Stakes - ~\$7,200 (1,800 @ \$4.00/ea)

Cages, stakes, and clips - ~\$6,500 (500 @ \$13.00/ea)

Mulch (120 yds) - ~\$2,880 (@ \$24/yd)

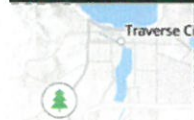
Tree Mats - ~\$1,250 (500 tree mats @ \$2.50/ea for lowland seedlings)

Trees/shrubs - ~\$8,000 (\$1,900 for 500 transplants 24"-36" cedars, \$750 for 300 12"-24" tamarack, \$5,000 for remaining 2400 seedlings + Shipping)

Labor to plant/tube/mulch - \$14,400 (3,200 @ \$4.50/ea)

Cage Assembly - \$2,750 (500 @ \$5.50/ea, can be counted as in-kind \$ if township would like to pre-assemble)

Estimated Total: \$42,980 + machine rental and in-kind labor for site preparation



Buffalo Field Planting Spring 2023



ACTION REQUESTED:

To help initiate this plan to restore this area with native species, Staff recommends the Board of Trustees consider the following motion:

MOTION RECOMMENDING that the Township Board approve the estimated cost (~\$21,500) associated with the Spring 2023 tree planting near Kid's Creek in conjunction with Ecoseeds and CRA.

Parcel 05-008-030-00

8.b.

Grand Traverse County Property Information 2022 - December Board of Review

Parcel: 05-008-030-00

Jurisdiction: Garfield Township

Owner Name: WALTON NICHOLAS & RICE TIM

Property Address: 4153 NORTH LONG LAKE RD
TRAVERSE CITY, MI 49684

Mailing Address: 526 W 14TH ST #221
TRAVERSE CITY, MI 49684-4051

2022 - December Board of Review Property Information

Current Taxable Value: \$92,804

School District: 28010

Current Assessment: \$98,300

Current S.E.V.: \$98,300

Current P.R.E.*: 0%

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

Current Property Class: 402 - Residential - Vacant

Tax Information

Taxable Year	Summer Tax Amount	Winter Tax Amount
2021	\$3,265.03	\$799.75
2020	\$3,226.14	\$772.10
2019	\$914.32	\$222.52

Delinquent Tax Information

For current delinquent tax information or to pay your delinquent taxes online, [CLICK HERE](#) and you will be redirected to a third party site.

Property Sale Information

Sale Date	Sale Amount	Liber and Page
5/16/2019	\$250,000.00	2019R-07557
12/8/1976	\$0.00	409/498

Tax Description

PT SE1/4 NE1/4 SEC 8 T27N R11W LYING S&E OF HWY & S LI COM 1397' S NE COR SEC 8 TH N 88DEG
41'W 268.4' TO CTR HWY EXC COM SW COR SE1/4 NE1/4 SD SEC 8 TH N 92.4' TH N 56DEG 30'E 435' TH N
44DEG 25'E 190.1' S 45DEG 33'E 289.1' TH S 44DEG 25'W 409.9' TH W TO POB DESCR CORRECTED 5/14/19

4153 N Long Lake Road
Traverse City, MI 49684



Bob Rieck

CONTACT ME



PRICE-HIGH TO LOW



MAP

4153 N Long Lake Road

Traverse City, MI 49684

Acres : 18.98 - 90 Days on Market

MLS#: 1906169

\$850,000

Active

Marketing Remarks

Here's your opportunity to purchase an 18.98 acre vacant, private parcel located very close to downtown Traverse City and Munson. The property is surrounded by trees and is a beautiful view. This parcel is very appealing with elevated, wooded land and a great view of the water. The land is ready for your new home. You'll love the privacy and the only minutes from downtown Traverse City. Enjoy the beautiful countryside.

[More Details](#)

General Information



Property Information

4153 N Long Lake Road

Address

Traverse City, MI 49684

Acres : 18.98 - 90 Days on Market : 90

MLS #1906169

4153 N Long Lake Road

\$850,000

\$850,000

City

Traverse City

Class

Vacant Lot/Land

County

Grand Traverse

MLS #

1906169

Number of Acres

18.98

Tax ID

28-05-008-030-00

Zip

49684

School District

Traverse City Area Public Schools

Status

Active

Type

Vacant Lot/Land

State

MI

Features