

**CHARTER TOWNSHIP OF GARFIELD
TOWNSHIP BOARD MEETING**

Tuesday, April 22, 2025 at 6:00pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

AGENDA

ORDER OF BUSINESS

**Call meeting to order
Pledge of Allegiance
Roll call of Board Members**

1. Public Comment

Public Comment Guidelines:

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

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

3. Consent Calendar

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

a. Minutes – April 8, 2025 (Recommend Approval)

b. Bills -

(i) General Fund \$62,292.57
(Recommend Approval)

(ii) Gourdie-Fraser
Developer's Escrow Fund – Storm Water Reviews, Utility Plan
Review, Oversight & Closeout \$ 10,207.75
General Utilities 410.00
General 1,435.00
Park Funds / DNR Trust Fund 25,436.46

Total **\$ 37,489.21**
(Recommend Approval)

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

5. **Correspondence**

- a. April 10, 2025 letter from the Watershed Center regarding local coal tar sealants

6. **Reports**

- a. County Commissioner's Report
- b. County Road Commissioner's Report
- c. Township Manager's Report
- d. Supervisor's Report

7. **Unfinished Business**

- a. Consideration of contract with MDOT for traffic signal upgrades, Resolution 2025-08-T
- b. Consideration of designating Cherryland Center a Redevelopment Project Area, Resolution 2025-09-T
- c. Presentation of the new Township website

8. **New Business**

- a. Consideration of bids for South Airport Road and Barlow Street Trail Extension Project
- b. Consideration of First Amendment to Water Supply Contract between Garfield Township and Traverse City
- c. Consideration of MDOT Rail Corridor Long-Term Occupancy License Agreement for premises described in tracking number 2026R
- d. Consideration of MDOT Rail Corridor Long-Term Occupancy License Agreement for premises described in tracking number 2027R
- e. Consideration of EGLE Brownfield Site Assessment (BSA) Grant Application Letter of Support to Woodmere Crossing LLC

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
April 8, 2025

Supervisor McManus called the Town Board Meeting to order at the Garfield Township Hall on April 8, 2025 at 6:00 p.m.

Pledge of Allegiance

Roll Call of Board Members

Present: Molly Agostinelli, Chuck Korn, Laurie Lapp, Chloe Macomber, Joe McManus, Lanie McManus and Denise Schmuckal

Also in Attendance: Township Manager Chris Barsheff

1. Public Comment (6:01)

None

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

Schmuckal moved and Korn seconded to approve the agenda as presented.

Yeas: Schmuckal, Korn, Lapp, Agostinelli, L. McManus, Macomber, J. McManus

Nays: None

3. Consent Calendar (6:02)

a. Minutes

March 25, 2025 Regular Meeting and
 Revised February 26, 2025 Joint Meeting (Recommend Approval)

b. Bills

General Fund	\$18,032.74
(Recommend Approval)	

Agostinelli moved and Korn seconded to adopt the consent calendar as presented.

Yeas: Agostinelli, Korn, Lapp, Schmuckal, L. McManus, Macomber, J. McManus

Nays: None

4. Items Removed from the Consent Calendar

None

5. Correspondence (6:05)

None

6. Reports**a. Engineering/Construction Report (6:05)**

Engineer Jennifer Graham submitted her report in writing and noted that water usage discussions with the city are going well. A new location was found for the McCrea PRV and easement discussions are taking place. Graham added that the master meter upgrade is now a major priority but no bidders are coming forth. Graham is coordinating with East Bay and Acme Townships on their force main project and is working with township staff on the CIP projects. Feedback is expected from the DNR on the Commons accessible trail and bathrooms at the River East Parks will now be stick built instead of pre-fab.

b. County Commissioner's Report (6:15)

No report

c. Sheriff's Report (6:15)

Lt. Roy Raska reviewed March 2025 statistics for Garfield Township. He added that the CPO for Garfield Township would be changing. Raska added that the department has held scam presentations and safety classes recently and that deputies have new tasers.

d. GT Metro Fire Report (6:20)

GT Metro Chief Paul Mackin reviewed calls in the township and overall Metro area for March 2025. He spoke about the Lautner Irrigation building fire and challenges in fighting that fire. Mackin added that fire classification will be completed this summer for insurance purposes and a public safety drone was purchased.

e. MMR Report (6:28)

Amy Fairchild, Operations Manager, reported the March 2025 statistics and added that they are trying to educate people on fall prevention. She added that new classes are beginning for EMT's very soon.

f. Planning Department Monthly Report for February (6:32)

Planning Director John Sych submitted his report in writing and added that the Planning Commission will review the Gauthier site multi-family development this week along with a down zoning request. He added that High Tops has now requested to locate a night club and sports bar in the remainder of the old Younkens building at the Cherryland Center.

g. Parks & Recreation Report (6:37)

A report was included in packets. Barsheff added that the River East playground has been delivered and staking is being done pertaining to placement.

h. Clerk's Report (6:37)

The Clerk's report was submitted in writing and the clerk's office is finishing the audit.

i. Township Manager's Report (6:37)

Barsheff stated that the Ridgeview Court project is waiting on an updated bid from Elmers and then another public hearing will need to be held because of the cost increase. The Silver Lake Milfoil Treatment SAD needs to be reestablished and the cost needs to be high enough to recover the expenses. MDOT rail lease agreements will move forward with five-year leases. Barsheff stated that the cost for the signals at US 31 Lowes and Meijers has increased and now the cost share price will be approximately \$251,800.00. He will bring more detail at the next meeting. He added that the website is almost done and should be live by the end of the month. Christine Minervini is creating a task force on homelessness which includes many community leaders and organizations and has asked Garfield Township to join the task force. Barsheff also found that there needed to be no significant changes to the township emergency management plan at this time.

j. Supervisor's Report (6:54)

J. McManus reported that comments on the County Prosperity Plan are still welcome. He added that the MTA was very informative and the water contract with the city has been amended to allow for six million gallons of water per day instead of five million.

7. Unfinished Business

a. Discussion on Cherryland Center Redevelopment Project Area (6:58)

Barsheff said that the owner of Cherryland would like the designation of *Redevelopment Project Area*. Such a designation would allow a new liquor license for the K-1 Speed. The designation is based on dollars invested in the center and population of which both would be met. Dr. Christopher Walls, owner of K-1 Speed, stated that a liquor license would help to expand his business and that he employs 30-40 people. He estimates the amount invested in the Cherryland Center redevelopment to be at or near \$23 million. Manager Barsheff said that this would come back to board members when all figures were solidified.

b. Discussion on Potter Road Repair Cost Sharing with Grand Traverse County Road Commission (7:07)

J. McManus and Barsheff met with the Road Commission and they have two plans for Potter Road. The first plan would cost \$144,000.00 for the chip seal and gravel. The second option is a crush and pave at a cost of \$300,000.00. This item will be brought back to board members at a later time.

8. New Business

a. Consideration of Resolution 2025-07-T, supporting Supervisor McManus application for the Par Plan Board (7:13)

Korn moved and Schmuckal seconded to approve Resolution 2025-07-T, supporting Supervisor McManus' application for the Par Plan Board

Yeas: Korn, Schmuckal, L. McManus, Lapp, Agostinelli, Macomber, J. McManus
Nays: None

b. Discussion on hiring Township Assessor (7:15)

Barsheff stated that May 8th will be Amy DeHaan’s last day. The position was posted and the Personnel Committee interviewed two candidates. The committee recommends that Polly Cairns be hired at a salary of \$122,000.00 per year due to her extensive experience.

Schmuckal moved and Agostinelli seconded to hire Polly Cairns for the position of Township Level IV Assessor at a salary of \$122,000.00/year.

Yeas: Schmuckal, Agostinelli, Korn, Lapp, Macomber, L. McManus, J. McManus
Nays: None

Ms. Cairns introduced herself to the board and thanked them for the opportunity.

9. Public Comment: (7:21)

None

10. Other Business (7:21)

Schmuckal thanked Jennifer Graham for answering questions about the Commons Trail at the Parks & Rec meeting.

Macomber stated that Barsheff’s 6-month review will be completed via a staff survey. She asked board members to give her any specific focus topics for the review.

Barsheff asked about scheduling a website committee meeting and the public works tours.

McManus stated that the next MTA meeting may be in Traverse City.

11. Adjournment

McManus adjourned the meeting at 7:25pm.

Joe McManus, 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

3b.(i)

Check Date	Bank	Check #	Payee	Description	GL #	Amount
04/07/2025	GEN	43212	FIFTH THIRD BANK	1319 - MTA - MCMANUS/TEZAK/LAPP/SIMON - PRIN	101-101-960.000	891.06
		43212		1319 - MTA - MCMANUS/TEZAK/LAPP/SIMON - PRIN	101-215-960.000	1,730.30
		43212		1319 - MTA - MCMANUS/TEZAK/LAPP/SIMON - PRIN	101-253-726.000	199.98
		43212		1319 - MTA - MCMANUS/TEZAK/LAPP/SIMON - PRIN	101-253-960.000	846.06
						3,667.40
04/09/2025	GEN	43213	AMAZON CAPITAL SERVICES	FLASH DRIVES / PENS	101-101-726.000	165.29
04/09/2025	GEN	43214	AMY DEHAAN	MILEAGE / EDUCATION	101-257-860.201	148.75
		43214		MILEAGE / EDUCATION	101-257-960.000	23.00
						171.75
04/09/2025	GEN	43215	ANNE WENDLING	CONTRACTED SVCS	101-101-805.000	213.00
		43215		CONTRACTED SVCS	101-707-805.000	99.00
						312.00
04/09/2025	GEN	43216	CHERRYLAND ELECTRIC COOP.	ELECTRIC	101-000-084.861	218.71
		43216		ELECTRIC	101-265-920.603	951.21
		43216		ELECTRIC	101-448-920.005	722.17
						1,892.09
04/09/2025	GEN	43217	CHERRYLAND ELECTRIC COOP.	ELECTRIC	208-000-805.000	558.79
04/09/2025	GEN	43218	CHRISTOPHER BARSHEFF	MILEAGE / EDUCATION	101-172-860.205	190.40
		43218		MILEAGE / EDUCATION	101-172-960.000	887.81
						1,078.21
04/09/2025	GEN	43219	CONSUMERS ENERGY	100000311801	101-000-084.861	1,686.08
		43219		100000311801	101-448-920.005	2,572.68
						4,258.76
04/09/2025	GEN	43220	CONSUMERS ENERGY	103033456148	101-448-920.005	3,459.62
04/09/2025	GEN	43221	CONTEMPORARY CLEANING	CONTRACTED SVCS	101-265-935.603	1,350.00
04/09/2025	GEN	43222	CONTEMPORARY CLEANING	CONTRACTED SVCS	208-000-805.000	450.00
04/09/2025	GEN	43223	DTE ENERGY	910020833133	101-265-920.601	1,306.33
04/09/2025	GEN	43224	DTE ENERGY	910020833257	101-265-920.601	64.53
04/09/2025	GEN	43225	ENGINEERED PROTECTION SYS.	5.1-7.31.2025 CONTRACT	101-265-957.000	486.00
04/09/2025	GEN	43226	FIFTH THIRD BANK	3455 - EDUCATION	101-171-960.200	22.32
04/09/2025	GEN	43227	FIFTH THIRD BANK	3406 - SCREEN PROTECTOR / EDUCATION	101-101-726.000	60.36
		43227		3406 - SCREEN PROTECTOR / EDUCATION	101-253-960.000	166.70
						227.08

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						227.06
04/09/2025	GEN	43228	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	712.42
04/09/2025	GEN	43229	GMOSER'S SEPTIC SERVICE, INC	RIVER EAST TOILET RENTAL	208-000-805.000	270.00
04/09/2025	GEN	43230	GRAND TRAVERSE COUNTY DPW	5105021 WATER	101-265-920.602	134.07
04/09/2025	GEN	43231	GRAND TRAVERSE COUNTY DPW	5590511 WATER	208-000-805.000	17.00
04/09/2025	GEN	43232	GRID4 COMMUNICATIONS, INC.	PHONES	101-265-850.000	637.24
04/09/2025	GEN	43233	HALLAHAN & ASSOCIATES, P.C.	SAMS / WALMART	101-101-801.004	872.10
04/09/2025	GEN	43234	ICC	'21 CODE	101-371-965.000	712.66
04/09/2025	GEN	43235	IMAGE 360	VINYL DECAL / MAGNETIC SIGNS - VEHICLES	101-321-864.000	618.13
04/09/2025	GEN	43236	INTEGRITY BUSINESS SOLUTIONS	BOOKEND/FILES/STAMP/INK REFILL	101-101-726.000	16.86
		43236		BOOKEND/FILES/STAMP/INK REFILL	101-253-726.000	20.28
		43236		BOOKEND/FILES/STAMP/INK REFILL	101-371-726.000	49.99
						<u>87.13</u>
04/09/2025	GEN	43237	JOE MCMANUS	MILEAGE	101-171-860.200	328.34
04/09/2025	GEN	43238	LANDGREEN LAWCARE	PARKS SNOW REMOVAL MARCH	208-000-805.000	969.00
04/09/2025	GEN	43239	LINGO	PHONES	101-265-850.000	87.67
04/09/2025	GEN	43240	MARDEX, INC	CAMERAS	101-900-970.002	2,310.00
04/09/2025	GEN	43241	PREMIER OUTDOORS OF TRAVERSE CITY	SNOW REMOVAL-MARCH	101-265-935.601	2,230.00
04/09/2025	GEN	43242	RICHARDS & MCDUGALL, P.C.	AUDIT WORKPAPERS	101-101-802.000	800.00
04/09/2025	GEN	43243	SPECTRUM ENTERPRISE	INTERNET	101-228-955.001	159.99
04/09/2025	GEN	43244	T-MOBILE	PHONES	101-265-850.000	280.10
04/09/2025	GEN	43245	TEMPERATURE CONTROL	SNOW MELT	101-265-935.608	547.00
04/09/2025	GEN	43246	TRAVERSE CITY LIGHT & POWER	001044037	101-000-084.861	666.74
		43246		00104915-6	101-448-920.005	35.83
						<u>702.57</u>
04/09/2025	GEN	43247	TRAVERSE CITY RECORD EAGLE	ADVERTISING	101-101-901.000	338.45
		43247		ADVERTISING	101-707-901.000	168.85
						<u>507.30</u>
04/09/2025	GEN	43248	UNITED WAY	UNITED WAY	101-000-238.000	90.00
04/09/2025	GEN	43249	VC3 INC.	OFFICE 365	101-228-955.000	1,497.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
04/09/2025	GEN	43250	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-231.000	1,130.00
04/17/2025	GEN	43251	CHLOE MACOMBER	MILEAGE - MTA	101-253-860.500	191.80
04/17/2025	GEN	43252	DENNIS, GARTLAND & NIERGARTH	AUDIT 2024	101-101-802.000	21,000.00
04/17/2025	GEN	43253	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	712.42
04/17/2025	GEN	43254	GFL ENVIRONMENTAL	002114260	208-000-805.000	668.07
04/17/2025	GEN	43255	GFL ENVIRONMENTAL	002114259	101-265-935.604	144.91
04/17/2025	GEN	43256	GRANITE TELECOMMUNICATIONS	PHONES	101-265-850.000	68.53
04/17/2025	GEN	43257	GT SUPPLY, LLC	CAN LINERS	101-265-726.003	190.10
04/17/2025	GEN	43258	KRAFT BUSINESS SYSTEMS	MONTHLY CONTRACT	101-101-726.002	334.86
04/17/2025	GEN	43259	O'HEARN PEST CONTROL LLC	STATION SERVICE	101-265-935.608	120.00
04/17/2025	GEN	43260	PRINCIPAL LIFE INSURANCE COMPANY	LIFE INS / DENTAL	101-101-711.030	293.38
		43260		LIFE INS / DENTAL	101-172-711.030	176.88
		43260		LIFE INS / DENTAL	101-215-711.030	167.10
		43260		LIFE INS / DENTAL	101-253-711.030	353.76
		43260		LIFE INS / DENTAL	101-257-711.030	420.03
		43260		LIFE INS / DENTAL	101-371-711.030	285.39
		43260		LIFE INS / DENTAL	101-701-711.030	174.78
		43260		LIFE INS / DENTAL	101-702-711.030	326.17
						2,197.49
04/17/2025	GEN	43261	ROTARY CLUB OF TRAVERSE CITY	DUES	101-172-965.000	264.65
04/17/2025	GEN	43262	TRAVERSE CITY LIGHT & POWER	00104659-5	101-448-920.005	9.87
04/17/2025	GEN	43263	UNITED WAY	UNITED WAY	101-000-238.000	90.00
04/17/2025	GEN	43264	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-231.000	1,130.00
TOTAL - ALL FUNDS				TOTAL OF 53 CHECKS		62,292.57

--- GL TOTALS ---

101-000-084.861	DUE FROM #861 STREET LIGHTS	2,571.53
101-000-231.000	DEFERRED COMP	2,260.00
101-000-237.000	HSA (FORMERLY FLEX)	1,424.84
101-000-238.000	UNITED WAY	180.00
101-101-711.030	BENEFITS	293.38
101-101-726.000	SUPPLIES	242.51
101-101-726.002	SUPPLIES - COPIER MAINTENANCE	334.86
101-101-801.004	LEGAL -Tax Tribunal	872.10
101-101-802.000	AUDIT AND ACCOUNTING	21,800.00
101-101-805.000	CONTRACTED AND OTHER SERVICES	213.00
101-101-901.000	ADVERTISING	338.45

Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-101-960.000			EDUCATION & TRAINING			891.06
101-171-860.200			MILEAGE - SUPERVISOR			328.34
101-171-960.200			EDUCATION - SUPERVISOR			22.32
101-172-711.030			BENEFITS			176.88
101-172-860.205			MILEAGE - MANAGER			190.40
101-172-960.000			EDUCATION & TRAINING			887.81
101-172-965.000			DUES & PUBLICATIONS			264.65
101-215-711.030			BENEFITS			167.10
101-215-960.000			EDUCATION & TRAINING			1,730.30
101-228-955.000			COMPUTER SUPPORT SYSTEMS			1,497.00
101-228-955.001			COMPUTER NETWORK			159.99
101-253-711.030			BENEFITS			353.76
101-253-726.000			SUPPLIES			220.26
101-253-860.500			MILEAGE - TREASURER			191.80
101-253-960.000			EDUCATION & TRAINING			1,012.76
101-257-711.030			BENEFITS			420.03
101-257-860.201			MILEAGE - ASSESSOR			148.75
101-257-960.000			EDUCATION & TRAINING			23.00
101-265-726.003			SUPPLIES-MAINTANCE			190.10
101-265-850.000			TELEPHONE			1,073.54
101-265-920.601			HEATING / GAS			1,370.86
101-265-920.602			WATER / SEWER			134.07
101-265-920.603			LIGHTS BUILDING			951.21
101-265-935.601			SNOW PLOWING			2,230.00
101-265-935.603			CLEANING SERVICE			1,350.00
101-265-935.604			RUBBISH REMOVAL			144.91
101-265-935.608			MAINTENANCE-OTHER			667.00
101-265-957.000			ELECTRONIC PROTECTION SYSTEM			486.00
101-321-864.000			MISCELLANEOUS			618.13
101-371-711.030			BENEFITS			285.39
101-371-726.000			SUPPLIES			49.99
101-371-965.000			DUES & PUBLICATIONS			712.66
101-448-920.005			STREET LIGHTS TOWNSHIP			6,800.17
101-701-711.030			BENEFITS			174.78
101-702-711.030			BENEFITS			326.17
101-707-805.000			CONTRACTED AND OTHER SERVICES			99.00
101-707-901.000			ADVERTISING			168.85
101-900-970.002			CAPITAL OUTLAY - TOWNSHIP HAL			2,310.00
208-000-805.000			CONTRACTED AND OTHER SERVICES			2,932.86
			TOTAL			62,292.57



April 15, 2025

**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.			
Midwest Airproducts, Escrow No. 214.837			
Project#	24257	2425702	315.00
2. Engineering consulting services for storm water plan review.			
W. Senior High School & Long lake Elementary Site Improvements, Escrow No. 214.819			
Project#	24346	2464602	898.75
Total A			<u>1,213.75</u>

B. Utility Plan Review, Oversight & Closeout

1. Engineering plan review and overall capacity evaluation, construction services, project turnover			
Marengo 31, Escrow #214.862			
Project#	21265	Invoice No. 2126506	5,994.00
2. Construction services, project turnover.			
The Flats at Carriage Commons (BATA/TCHC Transit Orientated Mixed Use) Escrow No. 214.816			
Project#	24202	Invoice No. 2420205	3,000.00
Total B			<u>8,994.00</u>

Total Developer's Escrow Fund 10,207.75

II. General Utilities

1. Engineering services for research and meeting attendance w/engineering to review and impact.			
Garfield PS#1, Acme, East Bay and Garfield Townships Shared Force Main Replacement Project			
Project#	25029C	Invoice No. 25029308	410.00
Total Utility Receiving Fund			<u>410.00</u>

III. General

1. Engineering services for water contract review and data compilation for submission to legal counsel.			
Water Contract			
Project#	25029C	Invoice No. 25029310	615.00
2. Engineering services for critical infrastructure tour.			
Infrastructure Tour w/Trustees			
Project#	25029C	Invoice No. 25029309	820.00
Total Park Funds / DNR Trust Fund			<u>1,435.00</u>

IV. Park Funds / DNR Trust Fund

1. Engineering and survey services for design, permitting , bidding, construction services.			
River East Park Improvements, Phase III			
Project#	23073	Invoice No. 2307308	795.00
2. Engineering design, survey, permitting , bidding, and construction services.			
Grand Traverse Commons, North Loop Trail			
Project#	24069	Invoice No. 2406905	20,700.00
3. Engineering design, survey, permitting , bidding, and construction services.			
South Airport and Barlow Road, Trail Extensions			
Project#	24070	Invoice No. 2407006	2,993.96
4. Survey services for to update overall conceptual layout and staking for new playground equipment. River East Park			
Project#	25029C	Invoice No. 25029311	947.50
Total Park Funds / DNR Trust Fund			<u>25,436.46</u>

GRAND TOTAL \$37,489.21

Invoice

Gourdie-Fraser, Inc.
123 West Front Street, Suite A
Traverse City, MI 49684
Phone: 231-946-5874 Ext. 310
melanie@gfa.tc Pay By Credit Card:
Traverse City, MI 49684

JOE MCMANUS, TOWNSHIP SUPERVISOR
CHARTER TWP OF GARFIELD
3848 VETERANS DR
TRAVERSE CITY, MI 49684

April 15, 2025
Project No: 24257
Invoice No: 2425702

Re: Midwest Airproducts, Storm Water Review, Escrow No. 214.837

Services Performed: Engineering Services for storm water review including review of plans, computations and specifications for compliance with Ordinance 49. Services include review, communication with applicant / engineer, and initial review with changes and corrections noted.

Project Location: 281 Hughes Dr., Traverse City, MI 49686

Professional Services from January 15, 2025 to April 12, 2025

Professional Personnel

	Hours	Rate	Amount	
Project Engineer	2.25	140.00	315.00	
Totals	2.25		315.00	
Total Labor				315.00
		Total this Invoice		\$315.00

Billings to Date

	Current	Prior	Total
Labor	315.00	881.25	1,196.25
Totals	315.00	881.25	1,196.25



Invoice

Gourdie-Fraser, Inc.
123 West Front Street, Suite A
Traverse City, MI 49684
Phone: 231-946-5874 Ext. 310
melanie@gfa.tc Pay By Credit Card:
Traverse City, MI 49684

JOE MCMANUS, TOWNSHIP SUPERVISOR
CHARTER TWP OF GARFIELD
3848 VETERANS DR
TRAVERSE CITY, MI 49684

April 15, 2025
Project No: 24346
Invoice No: 2434602

Re: West Senior High School and Long Lake Elementary Site Improvements, Storm Water Review, Escrow No. 214.819
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, site visit to evaluate conditions, initial, 1st and 2nd review letters (revisions made by engineer) and final review letter of approval.

Project Location: 5476 N. Long Lake Road and 7600 N. Long Lake Road., Traverse City

Professional Services from January 21, 2025 to April 12, 2025

Professional Personnel

	Hours	Rate	Amount	
Project Engineer	3.75	140.00	525.00	
Design Engineer	3.25	115.00	373.75	
Totals	7.00		898.75	
Total Labor				898.75
				Total this Invoice \$898.75

Billings to Date

	Current	Prior	Total
Labor	898.75	1,615.00	2,513.75
Totals	898.75	1,615.00	2,513.75



Invoice

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

April 15, 2025
Project No: 21265
Invoice No: 2126506

Re: Marengo 31, Water/ Sewer Extension, Escrow #214.862

Services Performed: Engineering plan review and overall capacity evaluation to determine impact to existing water and sewer system and the ability to service. Construction observation and testing services for full time water main and sanitary sewer. Project turnover to review drawing and easements, close out and turnover documentation to township and updates to GIS and overall utility maps.

Project Location: Along US-31 North behind Baymont Hotel, Traverse City

Professional Services from February 16, 2025 to April 12, 2025
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineering Plan Review	3,500.00	100.00	3,500.00	3,500.00	0.00
Construction Observation & Testing	8,100.00	100.00	8,100.00	2,106.00	5,994.00
Project Turnover & Close Out	1,500.00	0.00	0.00	0.00	0.00
Total Fee	13,100.00		11,600.00	5,606.00	5,994.00
Total Fee					5,994.00
Total this Invoice					\$5,994.00

Invoice

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

April 15, 2025
Project No: 24202
Invoice No: 2420205

Re: The Flats at Carriage Commons (BATA/TCHC Transit Orientated Mixed Use Development) , Water / Sewer Extension, Phase I
Escrow# 214.816

Services Performed: Engineering and construction services for, construction oversight and project close out for the installation of approximately 2400 LF of 8' water main and 1750 LF of 8' sanitary sewer to service a mixed use planned unit development.

*Onsite piping for Phase II still is outstanding and will be installed at a later date with a separate escrow.

Project Location: Corner of Hammond Road and Lafranier Road, Traverse City.

Professional Services from February 16, 2025 to April 12, 2025

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Observation & Testing	25,000.00	70.00	17,500.00	16,625.00	875.00
Project Closeout & Turnover	2,500.00	100.00	2,500.00	375.00	2,125.00
Total Fee	27,500.00		20,000.00	17,000.00	3,000.00
		Total Fee			3,000.00
				Total this Invoice	\$3,000.00



Invoice

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JOE MCMANUS, TOWNSHIP SUPERVISOR
CHARTER TWP OF GARFIELD
3848 VETERANS DR
TRAVERSE CITY, MI 49684

April 15, 2025
Project No: 25029C
Invoice No: 25029308

Re: Acme, East Bay and Garfield Township's Shared Force Main Replacement Project

Services Performed: Engineering services for research and meeting attendance with engineers to review scope and impact to Garfield Township Sewer Pump Station #1.

Professional Services from March 16, 2025 to April 12, 2025

Professional Personnel

	Hours	Rate	Amount	
Director of Engineering	2.00	205.00	410.00	
Totals	2.00		410.00	
Total Labor				410.00
		Total this Invoice		\$410.00



Invoice

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

April 15, 2025
Project No: 25029C
Invoice No: 25029310

Re: City / Township Bulk Water Contract

Services Performed: Engineering services for continual review of contract language, research and submission of past and current pending permit applications to the City of Traverse City per their request. Meetings with Township staff, attorney and Garfield Township Board related to the issues. Communications with EGLE and letter submitted to EGLE related to Peaking Factor. Memo to supervisor and manage related to peaking factor computations and generation of historical flow chart.

Professional Services from March 16, 2025 to April 12, 2025

Professional Personnel

	Hours	Rate	Amount	
Director of Engineering	3.00	205.00	615.00	
Totals	3.00		615.00	
Total Labor				615.00
				Total this Invoice
				\$615.00



Invoice

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JOE MCMANUS, TOWNSHIP SUPERVISOR
CHARTER TWP OF GARFIELD
3848 VETERANS DR
TRAVERSE CITY, MI 49684

April 15, 2025
Project No: 25029C
Invoice No: 25029309

Re: Infrastructure Tour

Services Performed: Tour of critical infrastructure with Garfield Township Trustees at two critical water booster stations, two water tanks and two sewer pump stations within Garfield Township.

Professional Services from March 16, 2025 to April 12, 2025

Professional Personnel

	Hours	Rate	Amount	
Director of Engineering	4.00	205.00	820.00	
Totals	4.00		820.00	
Total Labor				820.00
		Total this Invoice		\$820.00



Invoice

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JOE MCMANUS, TOWNSHIP SUPERVISOR
 CHARTER TWP OF GARFIELD
 3848 VETERANS DR
 TRAVERSE CITY, MI 49684

April 15, 2025
 Project No: 23073
 Invoice No: 2307308

Re: River East Park Improvements, Phase III

Services Performed: Civil engineering services including design, permitting, bidding, construction oversight and project closeout services to facilitate the completion of the project. Improvements consist of installation of a bathroom, service amenities, sidewalk and parking improvements. Scope of project shall be consistent with the concept drawing and cost estimate as detailed in proposal letter dated March 16, 2023.

Additional Services:
 AS#1. Engineering design, permitting, construction administration services for an onsite custom built year round ADA bathroom facility as detailed in AS#1 dated 03/19/2025.

Project Location: 2143 North Keystone Road

Professional Services from March 16, 2025 to April 12, 2025

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Topographic Survey	2,500.00	100.00	2,500.00	2,500.00	0.00
Site Design	24,500.00	100.00	24,500.00	24,500.00	0.00
RFP and Bidding	3,500.00	100.00	3,500.00	3,500.00	0.00
Construction Staking and Layout	2,500.00	0.00	0.00	0.00	0.00
Const. Observation & Materials Testing	13,500.00	4.8889	660.00	660.00	0.00
Construction Admin. and Engineering	5,000.00	10.00	500.00	500.00	0.00
AS#1 Design Permitting, Const. Admin.	26,500.00	3.00	795.00	0.00	795.00
Total Fee	78,000.00		32,455.00	31,660.00	795.00
			Total Fee		795.00
				Total this Invoice	\$795.00

Invoice

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JOE MCMANUS, TOWNSHIP SUPERVISOR
 CHARTER TWP OF GARFIELD
 3848 VETERANS DR
 TRAVERSE CITY, MI 49684

April 15, 2025
 Project No: 24069
 Invoice No: 2406905

Re: Grand Traverse Commons, North Trail Loop

Services Performed: Civil engineering, survey and construction services to complete a topographic survey, utility research, preliminary and final engineering design, permitting, final plan set, bidding, construction administration, staking, inspection and oversite and close out as detailed in in proposal letter dated March 20, 2024.

Professional Services from March 16, 2025 to April 12, 2025

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Topographic Survey	7,500.00	100.00	7,500.00	7,500.00	0.00
Base Map Creation	2,500.00	100.00	2,500.00	2,500.00	0.00
Prel. & Final Engineering Design	34,500.00	100.00	34,500.00	13,800.00	20,700.00
Permitting	5,000.00	0.00	0.00	0.00	0.00
Bidding	1,500.00	0.00	0.00	0.00	0.00
Construction Staking, Layout	3,500.00	0.00	0.00	0.00	0.00
Const. Observation, Materials Testing	15,500.00	0.00	0.00	0.00	0.00
Construction Admin., Engineering	7,500.00	0.00	0.00	0.00	0.00
Total Fee	77,500.00		44,500.00	23,800.00	20,700.00
		Total Fee			20,700.00
				Total this Invoice	\$20,700.00



Invoice

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JOE MCMANUS, TOWNSHIP SUPERVISOR
 CHARTER TWP OF GARFIELD
 3848 VETERANS DR
 TRAVERSE CITY, MI 49684

April 15, 2025
 Project No: 24070
 Invoice No: 2407006

Re: South Airport and Barlow Road, Trail Extensions

Services Performed: Civil engineering, survey and construction services to complete a boundary and topographic survey, utility research, engineering plan development, permitting support, meetings, final plan set, bidding, construction administration, staking and layout, inspection and oversight and close out as detailed in in proposal letter dated April 9, 2024.

Professional Services from February 16, 2025 to April 12, 2025

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Survey Services	12,500.00	100.00	12,500.00	12,500.00	0.00
Final Design & Permitting	36,500.00	100.00	36,500.00	36,500.00	0.00
Bidding	2,500.00	100.00	2,500.00	0.00	2,500.00
Construction Administration	6,250.00	4.48	280.00	0.00	280.00
Construction Staking/Layout	5,000.00	0.00	0.00	0.00	0.00
Construction Inspection & Oversight	27,500.00	0.00	0.00	0.00	0.00
Close Out	5,000.00	0.00	0.00	0.00	0.00
Total Fee	95,250.00		51,780.00	49,000.00	2,780.00
Total Fee					2,780.00

Reimbursable Expenses

MITA					
3/14/2025	MITA		ADVERTISEMENT FOR BIDS		86.25
3/14/2025	TRaverse City Record Eagle		ADVERTISEMENT FOR BIDS		127.71
Total Reimbursables					213.96
Total this Invoice					\$2,993.96

Invoice

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JOE MCMANUS, TOWNSHIP SUPERVISOR
CHARTER TWP OF GARFIELD
3848 VETERANS DR
TRAVERSE CITY, MI 49684

April 15, 2025
Project No: 25029C
Invoice No: 25029311

Re: River East Park, Mapping and Survey

Services performed: Engineering services to update overall conceptual layout to including new playground equipment per plans provided by staff and survey staking of playground equipment limits and layout to aid with install.

Professional Services from March 16, 2025 to April 12, 2025

Professional Personnel

	Hours	Rate	Amount	
Design Engineer II	1.75	120.00	210.00	
Director of Surveying	1.00	185.00	185.00	
Design CAD Technician I	2.50	95.00	237.50	
1 Person Survey Crew	2.25	140.00	315.00	
Totals	7.50		947.50	
Total Labor				947.50
				Total this Invoice \$947.50





5a.

April 10, 2025

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

RE: Request to Address Garfield Township Board of Trustees Regarding Local Coal Tar Sealants

Dear Garfield Charter Township Trustees,

I am writing to invite you to learn more about the impact of coal tar sealants on water quality in the region and opportunities for Garfield Township to address these impacts. The Watershed Center (TWC) advocates for clean water in Grand Traverse Bay and acts to protect and preserve its watershed. We know Garfield Township has a strong environmental ethic; we applaud the township for being local leaders in adopting and enforcing policies that protect water. We would appreciate the opportunity to discuss the threat of coal tar sealants to water quality as well as coal tar reduction programs with the township Board of Trustees at an upcoming study session or regular meeting.

Coal tar sealants are the primary sealant type used in Michigan to protect and improve the appearance of asphalt and pavement. Polycyclic aromatic hydrocarbons (PAHs) are present in large concentrations in coal tar sealants. PAHs have carcinogenic and mutagenic effects on humans and wildlife. Sediment sampling conducted by the Michigan Department of Environment, Great Lakes and Energy in 2018 revealed that PAH levels are elevated in our riverine sediments in Kids Creek and its tributaries as well as the Boardman-Ottaway River. Coal tar threatens the health of our community and our water.

Communities across the United States are passing resolutions, local ordinances, and state-wide legislation to ban the use of coal tar sealants and support alternative sealants. In partnership with TWC, the City of Traverse City adopted a Ban of Coal Tar Sealant Products ordinance (enclosed) in 2020. TWC assisted the city in researching the issue, speaking with other communities who have adopted similar ordinances, exploring a registration process for sealant applicators practicing in the city, and helping with public education and outreach on the issue.

If Garfield Township Trustees are interested in learning more about coal tar sealants and ways the Township may address the issue, TWC would appreciate the opportunity to present at an upcoming meeting or study session or otherwise support this work. As always, we look forward to working with Garfield Township to ensure our waters are protected. Thank you for your consideration.

Sincerely,

Heather Smith
Grand Traverse Bay WATERKEEPER®

Enclosure: Ban of Coal Tar Sealant Products within the City

TRAVERSE CITY CODE OF ORDINANCES
ORDINANCE AMENDMENT NO. 1116

Effective date: February 13, 2020

TITLE: Ban of Coal Tar Sealant Products within the City

THE CITY OF TRAVERSE CITY ORDAINS:

That Chapter 878, of the Traverse City Code of Ordinances, be enacted/amended to read in its entirety as follows:

Chapter 878. COAL TAR SEALANTS

878.01 Intent and Purpose.

- a) Lakes, rivers, streams, and other bodies of water are natural assets which enhance the environmental, recreational, cultural and economic resources of the City of Traverse City and contribute to the general health and welfare of the community.
- b) The use of sealers on asphalt driveways and parking lots is a common practice. However, scientific studies on the use of such sealers have demonstrated an adverse relationship between the use of coal tar-based sealers and certain health and environmental concerns, including increased cancer risks to humans and impaired water quality in streams, rivers and lakes.
- c) The purpose of this ordinance is to prohibit the use and sale of pavement sealant products containing >0.1% Polycyclic Aromatic Hydrocarbons (PAHs) by weight, including coal tar-based sealer, in the City of Traverse City, in order to protect, restore, and preserve the quality of its waters and protect the health of its residents.

878.02 Definitions.

All terms shall be given their commonly accepted definitions. For the purpose of this ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Applicator. Any person who applies pavement sealant products in the City, including, but not limited to, homeowners, occupants or rental property, and property managers.

Asphalt based sealer. A surface applied petroleum based pavement sealer material that is commonly used on driveways, parking lots, and other surfaces, that typically contains less than 0.1% PAHs by weight.

City. The City of Traverse City.

Coal tar. A byproduct of the process used to manufacture coke from coal.

Coal tar sealant product. A surface applied pavement sealing product containing coal tar, coal tar pitch, coal tar pitch volatiles, RT-12, Refined Tar or any variation assigned the Chemical Abstracts Service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2 or related substances containing more than 0.1% PAHs, by weight.

Commercial sealer product applicator. Any individual or entity who applies pavement sealant product(s) in the City in exchange for money, goods, services, or other valuable consideration.

Commercial seller. Any person who sells or displays for sale any pavement sealant product in the City, which sealant is in violation of this Ordinance.

High PAH content sealant product. A surface-applied pavement sealant product containing steam cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the chemical abstracts service number 64742-90-1, 69013-21-4 or related substances containing more than 0.1% PAHs, by weight.

Pavement Sealant. Any surface-applied pavement sealing product used to maintain asphalt surfaces. This may include but is not limited to asphalt-based sealant products and coal tar sealant products.

Person. Includes an individual, corporation, firm, partnership, association, organization, incorporated or unincorporated, legal representative, or other legal entity acting as a unit.

PAHs. Polycyclic Aromatic Hydrocarbons. A group of organic chemicals formed during the incomplete burning of coal, oil, gas, or other organic substances. Present in coal tar and known to be harmful to humans, fish, and other aquatic life.

878.03 Prohibitions.

In accordance with this ordinance:

- a) No person shall apply a coal tar or other high PAH content sealant product on asphalt paved surfaces within the City.
- b) No person shall sell a coal tar or other high PAH content sealant product that is formulated or marketed for application on asphalt-paved surfaces within the City.
- c) No person shall allow a coal tar or other high PAH content sealant product to be applied upon property in the City that is under that person's ownership or control.
- d) No person shall contract with any commercial pavement sealer product applicator, residential or commercial developer, or any other person for the application of any coal tar or other high PAH content sealant product to any driveway, parking lot, or other surface within the City.
- e) No commercial applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other person to apply any coal tar or other high PAH content sealant product to any driveway, parking lot, or other surface within the City.

878.04 Registration requirement and procedure.

- a) All commercial sealer product applicators shall be registered in good standing by the City before applying sealants on any paved surfaces in the City.
- b) A registration issued under this article shall be valid until expiration, suspension, or revocation.

c) To secure a registration, a commercial sealant product applicator shall complete and submit to the City Engineer a registration application on forms provided by the City. The application shall include the following:

- i. Legal name of the commercial applicator and business name(s), address, telephone number, and contact person of applicant.
- ii. The product name, source, type of use, % PAH by weight, MSDS sheet and CAS numbers. A copy of the applicant's material safety data sheet (MSDS) shall be required as part of the application.
- iii. A notarized, sworn statement signed by an owner or duly authorized representative of a commercial applicator indicating that the applicator will comply with the requirements of the Ordinance of the City and acknowledging the penalties in the Ordinance.

d) Upon submission of an application to the City Engineer, the applicant shall pay the fee according to the schedule established by resolution of the City Commission.

g) The City Engineer shall maintain a current list of all registered commercial sealant product applicators.

h) A registered commercial sealant product applicator shall notify the City Engineer in writing of any changes in the information disclosed in the application.

878.99 Penalty.

a) Any person or business who violates this chapter is responsible for a civil infraction and subject to a fine of \$1,000.00 for the first violation and \$7,500.00 for each violation thereafter.

The effective date of this Ordinance is the 13th day of February, 2020.

I hereby certify the above ordinance amendment was introduced on January 21, 2020, at a regular meeting of the City Commission and was enacted on February 3, 2020, at a regular meeting of the City Commission by a vote of Yes: 7_No: 0 at the Commission Chambers, Governmental Center, 400 Boardman Avenue, Traverse City, Michigan.

Jim Carruthers, Mayor

Benjamin Marentette, City Clerk

I hereby certify that a notice of adoption of the above ordinance was published in the Traverse City Record Eagle, a daily newspaper published in Traverse City, Michigan, on February 5, 2020.

Benjamin Marentette, City Clerk



Charter Township of Garfield

Grand Traverse County

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

JOE McMANUS
SUPERVISOR

LANIE McMANUS
CLERK

CHLOE MACOMBER
TREASURER

MOLLY AGOSTINELLI, *TRUSTEE*
 DENISE SCHMUCKAL, *TRUSTEE*

LAURIE LAPP, *TRUSTEE*
 CHUCK KORN, *TRUSTEE*

To: Garfield Township Board
 From: Chris Barsheff, Township Manager
 RE: MDOT Traffic Signal Upgrade Project Cost Share
 Date: April 17, 2025

The purpose of this communication is to provide current cost share information and a historical timeline of board actions related to the project. In January 2023, MDOT informed township staff about the planning and modernization of three traffic signals in Garfield township (US31S/Market Place Circle, US31S/Meijer Drive, Gray Road/M72). MDOT offered the township an opportunity to pay the difference between a box span design and signals designed with mast arms. At that time the cost difference was estimated between \$60,000 and \$80,000 per intersection. The project was scheduled for 2025 construction.

March 2024, the board approved to contribute funds to upgrade the signals at US31S/Crossing Circle Drive and US31S/Meijer Drive. January 2025, the board approved spending additional funds estimated at \$16,000 to have the signal mast arms painted. The initial intention was to utilize ARPA funds to cover the costs, however this was not possible due to the fact the project would not be under contract in accordance with ARPA timeline rules.

I reported to the board at our last meeting that the updated project cost was \$251,800. According to MDOT staff, the increase was due to labor and material cost increases between now and the preliminary estimates in 2023. While working with MDOT staff on cost details, it was determined that their initial cost calculations were incorrect. The below table reflects the most current cost breakdown with an estimated total project cost of \$261,330.00.

US31 South and Market Place Circle				
Item Description	Quantity	Engineer's Estimate	Unit Cost	Total
40 foot Mast Arm	2	\$ 18,000.00	\$ 22,250.00	\$ 44,500.00
50 foot Mast Arm	2	\$ 20,500.00	\$ 28,000.00	\$ 56,000.00
Coating Galvanized Support Structure	4	\$ 1,600.00	\$ 2,000.00	\$ 8,000.00
Conduit, Directional Bore, 3, 3 inch	326	\$ 75.00	\$ 85.00	\$ 27,710.00
Total Township Cost for this location				\$ 136,210.00
US31 South and Meijer Drive/Walgreens Drive				
Item Description	Quantity	Engineer's Estimate	Unit Cost	Total
35 foot Mast Arm	1	\$ 17,500.00	\$ 21,725.00	\$ 21,725.00
40 foot Mast Arm	1	\$ 18,000.00	\$ 22,250.00	\$ 22,250.00
45 foot Mast Arm	1	\$ 18,500.00	\$ 25,000.00	\$ 25,000.00
50 foot Mast Arm	1	\$ 20,500.00	\$ 28,000.00	\$ 28,000.00
Coating Galvanized Support Structure	4	\$ 1,600.00	\$ 2,000.00	\$ 8,000.00
Conduit, Directional Bore, 3, 3 inch	237	\$ 75.00	\$ 85.00	\$ 20,145.00
Total Township Cost for this location				\$ 125,120.00
Total Township Project Cost				\$ 261,330.00

The MDOT project contract includes a cost estimate of \$251,800. The amount would be invoiced by MDOT and payment considered to be a deposit. Additional costs for the project would be billed to the township at a later time if applicable.

As I mentioned in a previous meeting, if the township does not move forward with continued support of the project, MDOT would need to change the scope, which may delay the signal upgrades to next year.

I am requesting the board review the information provided and to additionally provide direction on how to proceed, with funding the upgrades or having MDOT perform the upgrades using the box span design which they would fully fund.

Mast Arm Design



Box Span Design



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

RESOLUTION 2025-08-T

**RESOLUTION AUTHORIZING TOWNSHIP SUPERVISOR TO SIGN
CONTRACT 23-5211 WITH MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)
FOR TRAFFIC SIGNAL UPGRADES**

WHEREAS, Contract 23-5211 is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CHARTER TOWNSHIP OF GARFIELD, GRAND TRAVERSE COUNTY, MICHIGAN, hereinafter referred to as the "TOWNSHIP"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway US-31, within the limits of the TOWNSHIP; and

WHEREAS, the DEPARTMENT is planning traffic signal upgrade work at various locations along Highway US-31; and

WHEREAS, the TOWNSHIP has requested that the DEPARTMENT perform additional work for and on behalf of the TOWNSHIP in connection with the Highway US-31 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Signal replacement work at the intersections of Highway US-31 and Marketplace Circle and Highway US-31 and Meijer Drive/Walgreens Drive, including work required for the placement of mast arm signals in excess of the work required to install standard strain wire signals, including galvanized coating, pedestal painting, and directional bore work; together with necessary related work, located within Garfield Township, Grand Traverse County, Michigan; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 of Contract 23-5211 to be: \$251,800; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract; and

WHEREAS, the TOWNSHIP Supervisor, as the legal agent of the Township, has the statutory authority to sign a contract that the Township Board has approved.

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Garfield Township Board hereby approves and authorizes the Township Supervisor to sign Contract 23-5211, attached hereto as Exhibit "A" and made a part of this resolution, by and between the Michigan Department of Transportation and the Charter Township of Garfield, Grand Traverse County, Michigan for the purpose of signal replacement work as described in Contract 23-5211.

Moved:

Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2025-08-T DECLARED ADOPTED.

By:

Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of Resolution 2025-08-T which was adopted by the Township Board of the Charter Township of Garfield on the 22nd day of April, 2025.

Dated: _____

Lanie McManus, Clerk
Charter Township of Garfield

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA	
Control Section	STG 28012
Job Number	211992CON
Fed Project #	25A0448
Contract	23-5211

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CHARTER TOWNSHIP OF GARFIELD, GRAND TRAVERSE COUNTY, MICHIGAN, hereinafter referred to as the "TOWNSHIP"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway US-31, within the limits of the TOWNSHIP.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning traffic signal upgrade work at various locations along Highway US-31; and

WHEREAS, the TOWNSHIP has requested that the DEPARTMENT perform additional work for and on behalf of the TOWNSHIP in connection with the Highway US-31 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Signal replacement work at the intersections of Highway US-31 and Marketplace Circle and Highway US-31 and Meijer Drive/Walgreens Drive, including work required for the placement of mast arm signals in excess of the work required to install standard strain wire signals, including galvanized coating, pedestal painting, and directional bore work; together with necessary related work, located within Garfield Township, Grand Traverse County, Michigan; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$251,800; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of preliminary physical

construction necessary for the completion of the PROJECT as determined by the DEPARTMENT, and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The TOWNSHIP will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the TOWNSHIP'S facilities. The TOWNSHIP is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the TOWNSHIP'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST shall be charged to the TOWNSHIP 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PROJECT COST - \$251,800

The CE costs will be apportioned in the same ratio as the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the TOWNSHIP on a monthly basis for the TOWNSHIP'S share of the cost of work performed to date, less all payments previously made by the TOWNSHIP not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the TOWNSHIP.

The TOWNSHIP will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT - \$251,800

The total deposit will be billed to the TOWNSHIP by the DEPARTMENT and shall be paid by the TOWNSHIP within 30 days after receipt of invoice.

7. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the TOWNSHIP and the DEPARTMENT in accordance with standard practice.

8. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the TOWNSHIP. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the TOWNSHIP of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

9. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

10. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the TOWNSHIP and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the TOWNSHIP, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CHARTER TOWNSHIP
OF GARFIELD

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Joe McManus
Supervisor

By _____
for Department Director MDOT

By _____
Title:



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

RESOLUTION# 2025-09-T

**RESOLUTION ESTABLISHING THE CHERRYLAND CENTER REDEVELOPMENT
PROJECT AREA UNDER THE PROVISIONS OF THE MICHIGAN LIQUOR CONTROL ACT**

WHEREAS, the Charter Township of Garfield has supported the redevelopment of the Cherryland Center through its Master Plan and Zoning Ordinance, including creation of the Barlow Garfield Neighborhood Plan which focuses on redevelopment the Cherryland Center as an active mixed-use development; and

WHEREAS, Public Act 501 of 2006 created a new type of public on-premise liquor license, the Redevelopment (RDA) Liquor License, to allow local municipalities and the Michigan Liquor Control Commission to use liquor licensing as a means to promote redevelopment of a project area; and

WHEREAS, an established redevelopment project area may receive one license for investment of not less than \$1 million per 1,000 people in cities, townships, or villages having a population of less than 50,000 and for each major fraction thereof after the initial threshold is reached; and

WHEREAS, in order to recommend issuance of a Redevelopment (RDA) Liquor License for the Cherryland Center, the Township must first adopt a resolution establishing a “Redevelopment Project Area,” and provide evidence of the boundaries to the Michigan Liquor Control Commission.

NOW, THEREFORE, BE IT RESOLVED THAT the Charter Township of Garfield establishes the Cherryland Center Redevelopment Project Area, including the list of tax parcels below and the boundaries of the Project Area as shown on the attached map.

- | | | |
|---------------|---------------|---------------|
| 05-014-049-00 | 05-014-049-08 | 05-014-049-50 |
| 05-014-049-01 | 05-014-049-10 | 05-014-049-70 |
| 05-014-049-02 | 05-014-049-30 | 05-014-049-76 |
| 05-014-049-03 | 05-014-049-40 | 05-014-049-80 |
| | | 05-335-002-00 |

Moved:
Ayes:
Nays:
Absent and Excused:

Supported:

Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

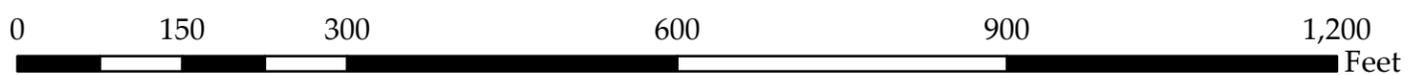
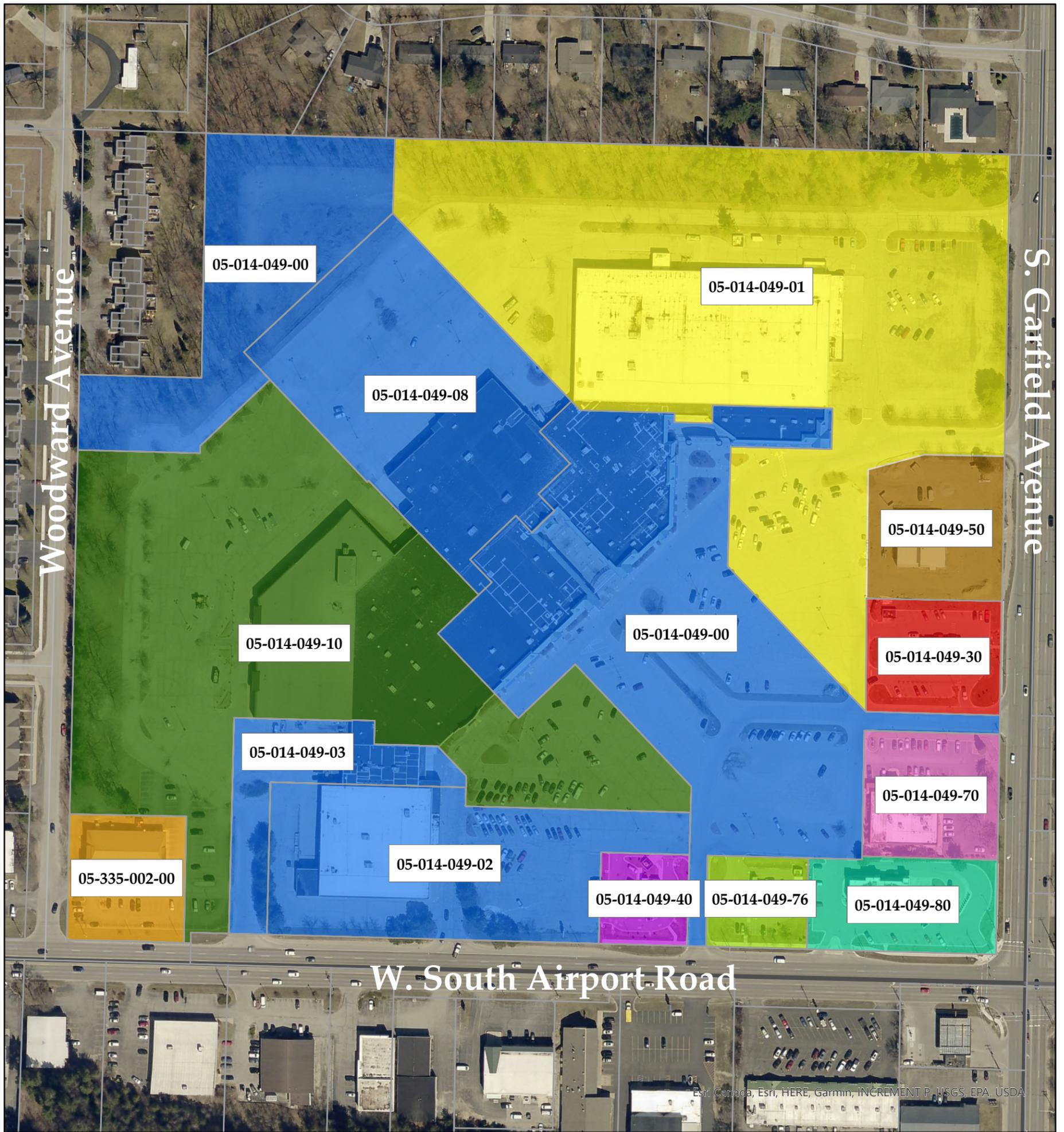
I, Lanie McManus, Clerk of the Charter Township of Garfield. do hereby certify that the above is a true and correct copy of Resolution #2025-09-T which was adopted by the Township Board of the Charter Township of Garfield on the 22nd day of April, 2025.

Date: _____

Lanie McManus, Clerk
Charter Township of Garfield

DRAFT

Cherryland Center Redevelopment Project Area Redevelopment RDA License Application Map



Charter Township of Garfield

3848 Veterans Drive
Traverse City, MI 49684
Phone: 231.941.1620
Fax: 231.941.1688



NOT A LEGAL SURVEY

This map is based on digital databases prepared by the Charter Township of Garfield. The Township does not warrant, expressly or impliedly, or accept any responsibility for any errors, omissions, or that the information contained in the map or the digital databases is currently or positionally accurate.

Cherryland Center Ownership

Property Owners

- 1114 W South Airport Road LLC (7Brew)
- ARJCO LLC (Wendy's)
- Casciano Development LLC (Burger King)
- Cherryland Center LLC (V. Kumar Vemulapalli)
- Copper Falls Holdings LLC (Margaritas Grill)
- Family Video Movie Club Inc (Jimmy John's / Qdoba / Wild Bill's Tobacco)
- Traverse City Curling Club Inc
- Traverse City Retail Management VI (Starbucks)
- Traverse Entertainment Group LLC (K1 Speed)
- Wild Apples LLC (Biggby)

Prepared March 11, 2025



Engineering
 Surveying
 Testing &
 Operations

8a.

123 West Front Street
 Traverse City, Michigan 49684
 231.946.5874
 231.946.3703

April 7, 2025

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

Re: Charter Township of Garfield
 Letter of Recommendation for South Airport Road and Barlow Street Trail Extension Project
 GFA Job Number 24070

Dear Township Board:

We have reviewed the bids received on April 3rd, 2025, for the above reference project. The responsive bidders and their respective bid prices are summarized as follows:

Contractor	Bid
AJ's Excavating	\$231,478.70
Team Elmer's	\$236,082.00
Walton Contracting	\$309,549.00

Award Recommendation Summary

In early 2024, GFA was contracted as the Professional Engineer for the Charter Township of Garfield – South Airport and Barlow Street Trail Extension Project. As the Engineer for this project, GFA prepared design, construction, and bid documents and held a formal bid opening to solicit competitive prices from qualified Contractors to perform this work. The project consists of extending the existing trail along the south side of South Airport Road (just west of the existing railroad crossing near Park Drive), easterly to the intersection with Barlow Street, and continuing that trail north along the east side of Barlow street until reaching Floresta Street. The project shall be completed in its entirety, including final site restoration and clean-up, on or before October 15, 2025. The Engineer's Opinion of Probable Cost (EOPC) for the project was \$243,135.09, or approximately 5% higher than the received low bid (AJ's Excavating).

Final Recommendation

GFA completed an extensive reference review of the lowest bidder, as well as having prior working experience with all bidders. Based upon the information provided and our research, it is recommendation that the Board approve AJ's Excavating for the work.

Please contact me if you have any questions.

Very truly yours,
 GFA

Shane J. Gamrat, P.E.
 Project Engineer

Charter Township of Garfield
South Airport Road and Barlow Street Trail Extensions
4/3/2025
BID RESULTS

Item No.	Description	Unit	Estimated Quantity	Elmer's Crane & Dozer		AJ's Excavating, LLC.		Walton Contracting, LLC.	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Maintaining Traffic	LSUM	1	\$ 14,000.00	\$ 14,000.00	\$ 13,952.00	\$ 13,952.00	\$ 20,275.00	\$ 20,275.00
2	Lawn Restoration	LSUM	1	\$ 31,837.00	\$ 31,837.00	\$ 19,225.00	\$ 19,225.00	\$ 16,100.00	\$ 16,100.00
3	Reimbursed Permit Fees	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
4	Irrigation Allowance	Dir	5000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
5	Grade Crossing Constructed, RF, Mod	LSUM	1	\$ 12,490.00	\$ 12,490.00	\$ 18,565.00	\$ 18,565.00	\$ 5,000.00	\$ 5,000.00
6	Mobilization, Max	LSUM	1	\$ 7,000.00	\$ 7,000.00	\$ 9,750.00	\$ 9,750.00	\$ 15,000.00	\$ 15,000.00
7	Drywell	Ea	3	\$ 2,700.00	\$ 8,100.00	\$ 1,880.00	\$ 5,640.00	\$ 4,300.00	\$ 12,900.00
8	Dr Structure, Rem	Ea	1	\$ 980.00	\$ 980.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00
9	Curb and Gutter, Rem	Ft	464	\$ 5.00	\$ 2,320.00	\$ 8.80	\$ 4,083.20	\$ 25.00	\$ 11,600.00
10	Pavt, Rem, Mod	Syd	358	\$ 7.00	\$ 2,506.00	\$ 7.60	\$ 2,720.80	\$ 15.00	\$ 5,370.00
11	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$ 75.00	\$ 300.00	\$ 110.00	\$ 440.00	\$ 300.00	\$ 1,200.00
12	Aggregate Base, 6 inch	Syd	81	\$ 32.00	\$ 2,592.00	\$ 32.00	\$ 2,592.00	\$ 20.00	\$ 1,620.00
13	Dr Structure Cover, Adj, Case 1	Ea	1	\$ 1,000.00	\$ 1,000.00	\$ 785.00	\$ 785.00	\$ 500.00	\$ 500.00
14	Dr Structure Cover, Type G	Ea	3	\$ 750.00	\$ 2,250.00	\$ 770.00	\$ 2,310.00	\$ 800.00	\$ 2,400.00
15	Hand Patching	Ton	25	\$ 575.00	\$ 14,375.00	\$ 600.00	\$ 15,000.00	\$ 400.00	\$ 10,000.00
16	Driveway, Nonreinf Conc, 6 inch	Syd	184	\$ 80.00	\$ 14,720.00	\$ 108.25	\$ 19,918.00	\$ 17.00	\$ 3,128.00
17	Curb and Gutter, Conc, Det F4	Ft	203	\$ 40.00	\$ 8,120.00	\$ 45.15	\$ 9,165.45	\$ 85.00	\$ 17,255.00
18	Driveway Opening, Conc, Det M	Ft	144	\$ 40.00	\$ 5,760.00	\$ 45.15	\$ 6,501.60	\$ 85.00	\$ 12,240.00
19	Detectable Warning Surface	Ft	29	\$ 121.00	\$ 3,509.00	\$ 114.75	\$ 3,327.75	\$ 316.00	\$ 9,164.00
20	Curb Ramp Opening, Conc	Ft	6	\$ 40.50	\$ 243.00	\$ 45.15	\$ 270.90	\$ 100.00	\$ 600.00
21	Sidewalk, Conc, 4 inch	Sft	7600	\$ 5.77	\$ 43,852.00	\$ 7.90	\$ 60,040.00	\$ 15.00	\$ 114,000.00
22	Sidewalk, Conc, 6 inch	Sft	1149	\$ 10.00	\$ 11,490.00	\$ 10.50	\$ 12,064.50	\$ 17.00	\$ 19,533.00
23	Curb Ramp, Conc, 6 inch	Sft	56	\$ 15.00	\$ 840.00	\$ 12.10	\$ 677.60	\$ 45.00	\$ 2,520.00
24	Shared use Path, Grading	Ft	1470	\$ 25.00	\$ 36,750.00	\$ 10.75	\$ 15,802.50	\$ 10.00	\$ 14,700.00
25	Post, Mailbox	Ea	2	\$ 250.00	\$ 500.00	\$ 50.00	\$ 100.00	\$ 300.00	\$ 600.00
26	Pavt Mrkg, Waterborne, 24 inch	Ft	96	\$ 13.00	\$ 1,248.00	\$ 3.15	\$ 302.40	\$ 14.00	\$ 1,344.00
27	Hh, Adj	Ea	1	\$ 300.00	\$ 300.00	\$ 365.00	\$ 365.00	\$ 1,500.00	\$ 1,500.00
28	Monument Preservation	Ea	1	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00
29	Water Shutoff, Adj, Case 1	Ea	2	\$ 250.00	\$ 500.00	\$ 370.00	\$ 740.00	\$ 500.00	\$ 1,000.00
30	Water Shutoff, Adj, Case 2	Ea	2	\$ 250.00	\$ 500.00	\$ 140.00	\$ 280.00	\$ 500.00	\$ 1,000.00
31	Sanitary Structure Cover, Adj, Case 1	Ea	1	\$ 500.00	\$ 500.00	\$ 210.00	\$ 210.00	\$ 500.00	\$ 500.00
Total of all Unit Priced Bid Items					\$ 236,082.00		\$ 231,478.70		\$ 309,549.00

FIRST AMENDMENT TO WATER SUPPLY CONTRACT
BETWEEN THE CHARTER TOWNSHIP OF GARFIELD
AND THE CITY OF TRAVERSE CITY

This First Amendment (“Amendment”) to the Water Supply Contract Between the Charter Township of Garfield and the City of Traverse City dated January 23, 2003 (the “Agreement”) by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, whose address is 400 Boardman Avenue, Traverse City, Michigan 49684 (the “City”) and the CHARTER TOWNSHIP OF GARFIELD, a municipal corporation, whose address is 3848 Veterans Drive, Traverse City, Michigan, 49684 (the “Township”), is made this _____ day of _____, 2025.

The parties hereby agree to amend the Agreement as follows:

Section VI. RESERVE CAPACITY shall be amended in its entirety as follows:

The CITY agrees to reserve capacity of the present plant in the amount of six (6) million gallons of water per day for the use by the TOWNSHIP. This is herein referred to as the “Reserve Capacity.” For purposes of this contract, “Reserve Capacity” shall be expressed in terms of million gallons per day. The TOWNSHIP’s use of this capacity shall be measured by the highest (maximum day) daily consumption (based upon a 24 hour period extending from 10 am to 10 am the following day) since the effective date of this contract. The TOWNSHIP agrees that the CITY will remain the sole and first source of water for the TOWNSHIP’s water needs up to six (6) million gallons per day, and any modifications hereafter, during the term of the contract.

In the event the TOWNSHIP’s water demands exceed the Reserve Capacity and there is unused capacity at the plant, the CITY and the TOWNSHIP may agree to supply the additional needs of the TOWNSHIP within the limitations of its existing transmission and distribution system. Unused plant capacity shall mean the difference between the established demand of the CITY for its own use (estimated annually to be ten (10) million gallons per day), plus a plant reserve capacity of two (2) million gallons per day, plus all the agreed upon reserve capacity for any other governmental unit or entity deducted from the existing total capacity of the plant estimated to be twenty (20) million gallons per day.

During the term of this contract, or any extension thereof, if there is not enough unused plant capacity to supply the needs of the TOWNSHIP or the CITY, the parties shall agree to negotiate the modifications to the existing plant and transmission and distribution system, if required, and the financing thereof, including the modification of rates for water contained herein. At the time that the TOWNSHIP has reached 80% of its Reserve Capacity, then discussion regarding modifications shall be undertaken.

In the event the parties are unable to reach an agreement with respect to modifications to the existing plant, transmission and distribution system, and the financing thereof and rate of modifications that may be necessitated thereby, all in a matter reasonably calculated to meet the anticipated needs of the TOWNSHIP for water supply purposes, then the TOWNSHIP shall be entitled to procure water through alternative sources and means, including, for example but not by way of limitation, through the construction of its own well-supplied water treatment plant and necessary appurtenances. In the

event that, after failing to reach an agreement as herein provided, the TOWNSHIP procures water through alternative sources and means, the TOWNSHIP will nonetheless employ its reasonable good faith efforts to continue purchasing the bulk of its water supply needs, with a three (3) million gallon per day minimum, from the CITY, up to and including the Reserve Capacity.

If at the termination of this contract, there remains outstanding debt on the water plant, facilities and/or transmission mains which was incurred by the CITY in order to provide for the provisions of this contract, or modifications therein, and if the TOWNSHIP elects to not renew the contract, then the TOWNSHIP shall remain responsible for their agreed upon portion of the annual payment on the debt in the same matter and form as calculated in the last year of this contract. The annual payments shall continue until said debt has been retired. This provision shall survive termination of this contract.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first above written.

CHARTER TOWNSHIP OF GARFIELD

THE CITY OF TRAVERSE CITY

By: _____
Its: _____

By: _____
Amy Shamroe, Mayor

By: _____
Benjamin C. Marentette, City Clerk

Approved as to Substance:

Elizabeth Vogel, City Manager

Approved as to Form:

Lauren Tribble-Laucht, City Attorney

**MICHIGAN DEPARTMENT OF TRANSPORTATION
 MDOT RAIL CORRIDOR LONG-TERM OCCUPANCY LICENSE AGREEMENT**

This Long-Term Occupancy License Agreement (AGREEMENT) is made and entered into this the 1st day of March 2025 (EFFECTIVE DATE) by and between the Michigan Department of Transportation (MDOT) whose address is 425 W. Ottawa Street, Lansing, MI 48909 and Charter Township of Garfield (LICENSEE), whose address is 3848 Veterans Drive, Traverse City, MI 49684 for the purposes set forth in this AGREEMENT.

- 1. License. Subject to the terms of this AGREEMENT, MDOT hereby grants LICENSEE a non-exclusive, non-transferable, and non-assignable license to use the PREMISES described below for the following purpose:
 Maintenance and operation of watermain and sanitary sewer main pipelines which shall be hereafter referred collectively as "FACILITY."

The PREMISES located at: Part of railroad right-of-way in Sections 14, 23, & 26, T27N, R11W Garfield Township. Val Station 1148+00 to 1172+00 and Val station 1208+00 to 1224+00. as supplemented in the attached Exhibit A, (i.e., legal description, sketch and/or construction plans) which are made part of this AGREEMENT.

- 2. Permits. LICENSEE shall secure a construction permit from MDOT before undertaking any construction activities on the PREMISES. Contact the MDOT Office of Rail Operations Unit to obtain the proper construction permit.
- 3. License Fee. LICENSEE shall pay MDOT an annual license fee of Six Hundred Twenty Five dollars and 00/100 (\$625.00), in consideration of the interim use, ongoing maintenance, upkeep, and construction costs associated with the use of the PREMISES beginning on the EFFECTIVE DATE, March 1st, 2025. Payments shall be made by money order or check payable to the State of Michigan Department of Transportation. Mail payments to the:

State of Michigan
 Department of Transportation
 Financial Operations Division
 P.O. Box 30648
 Lansing, Michigan 48909

(Payments must include the MDOT-Office of Rail (OOR) Tracking number 2026R to ensure proper credit.)

- 4. License Term. This AGREEMENT shall expire February 28th, 2030 unless terminated earlier as provided in paragraph 17.
- 5. Compliance with law. The FACILITY shall be construed, operated, and maintained as described in the attached application and plans, and in compliance with applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and in accordance with the standards and specifications provided by MDOT.

TRACT NUMBER/LICENSE NUMBER 2026R	JOB NUMBER
ASSEMBLED INVENTORIES CS 28000 - Parcel 1 - Sheet# 28s054a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 1 - Sheet# 28s055a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 2 - Sheet# 28s055a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 3 - Sheet# 28s052a - Val/Map#	
PROPERTY TAX CODE N/A	

The parties mutually agree that this AGREEMENT is subject to, and LICENSEE may be subject to taxation under, Public Act 189 of 1953, as amended, MCL 211.181, *et seq.* (hereinafter "Act 189"). LICENSEE further agrees that its failure to comply with ACT 189 shall be considered a material breach of this AGREEMENT.

- 6. Disclaimers. MDOT makes no representations or warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the PREMISES. The LICENSEE accepts the PREMISES in an "as-is" condition.
- 7. Use. The maintenance of the FACILITY covered by this AGREEMENT shall be the responsibility of the LICENSEE and performed without cost to MDOT nor the current operating railroad(s).

Any change or alteration in the intended use of the FACILITY requires written approval from MDOT.

- 8. The FACILITY shall be maintained in a manner which will not impair future operations of the railroad(s). Failure of the LICENSEE to maintain the FACILITY located on the PREMISES so as not to interfere with future railroad(s) operation or property maintenance may result in revocation of the AGREEMENT and removal of the FACILITY at the sole expense of the LICENSEE. Nothing in this section relieves the LICENSEE from obtaining permits for the maintenance of the FACILITY, as determined by MDOT.
- 9. LICENSEE shall not use or store radioactive, toxic, inflammable or poisonous materials, explosives, or other dangerous or hazardous materials on the PREMISES and will not permit hazardous or unreasonably objectionable smoke, fumes, vapor, or odors to emit from the PREMISES. No junk or garbage shall accumulate on the PREMISES.
- 10. Third Parties. Nothing in this AGREEMENT shall be construed to grant any rights whatsoever to any third parties, nor to impair any existing rights granted in accordance with the Constitution or laws of the State of Michigan.
- 11. This AGREEMENT is not assignable or transferable unless specifically authorized by MDOT in writing.
- 12. MDOT may only possess an Easement for the above referenced PREMISES. The issuance of this AGREEMENT relates to MDOT's approval of the proposed FACILITY and does not relieve the LICENSEE of the sole responsibility to acquire written permission from the underlying property owner prior to the start of any installation of said FACILITY.
- 13. Additional Covenants. It is expressly understood and agreed that the LICENSEE shall take no action or conduct which arises either directly, or indirectly out of its obligations, responsibilities, and duties under this AGREEMENT, which results in claims being asserted against or judgments being imposed against the State of Michigan, the State Transportation Commission, the operating railroad(s) and/or MDOT.
- 14. Indemnification.
The LICENSEE will remain responsible for any and all claims arising out of its own acts and/or omissions during the term of this AGREEMENT, as provided by this AGREEMENT or by law. This AGREEMENT is not intended to increase or decrease the LICENSEE's liability for, or immunity

TRACT NUMBER/LICENSE NUMBER 2026R	JOB NUMBER
ASSEMBLED INVENTORIES CS 28000 - Parcel 1 - Sheet# 28s054a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 1 - Sheet# 28s055a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 2 - Sheet# 28s055a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 3 - Sheet# 28s052a - Val/Map#	
PROPERTY TAX CODE N/A	

from, tort claims.

- 15. **Insurance.** During and continuing after the FACILITY is constructed, the LICENSEE will maintain Commercial General Liability Insurance with a minimum of \$2,000,000 for the life of the FACILITY, naming State of Michigan, the Michigan Transportation Commission, MDOT, the operating railroad(s), and all officers, agents, and employees thereof as additional insureds, using a CG 24 17 endorsement or equivalent, and covering all known and unknown hazards, arising from LICENSEE's use and/or occupancy of the PREMISES including the acts or omissions of the LICENSEE, its agents, suppliers, contractors, employees or customers. Proof must be furnished upon request. Said policy shall contain a provision whereby the policy may not be cancelled except by mailing to MDOT a note of cancellation or modification of the policy at least thirty days prior to cancellation or modification of the policy. With advanced notification to the LICENSEE, MDOT reserves the right to change the insurance requirements under this AGREEMENT for the permitted LICENSED PREMISES.
- 16. **Damage.** The LICENSEE will be responsible for the cost of restoration of the PREMISES determined by MDOT to be damaged by the FACILITY or the actions and/or inactions of the LICENSEE, its contractors, and all officers, agents, and employees thereof, at the sole cost and expense of the LICENSEE.

MDOT and/or the operating railroad(s) will not be responsible and/or liable for any damage to the FACILITY.

- 17. **Termination.** MDOT may, in its sole discretion, suspend, revoke, or terminate this AGREEMENT at any time. The LICENSEE agrees to vacate the PREMISES upon thirty (30) days written notice. LICENSEE understands and agrees when the LICENSEE vacates the PREMISES either at will or at the request of MDOT, MDOT will not be obligated to provide, and the LICENSEE will not be entitled to receive relocation assistance and benefits.

Upon termination of this AGREEMENT, the LICENSEE shall remove the FACILITY from the PREMISES or, with written approval from MDOT, may abandon in place in a satisfactory manner. In either circumstance, LICENSEE shall, at its sole cost and expense, restore the PREMISES to its original condition, as determined by MDOT in MDOT's sole discretion. Notwithstanding any other provision of this AGREEMENT, MDOT may take any necessary action to protect the PREMISES and the LICENSEE shall reimburse MDOT for its cost in doing same.

In the event LICENSEE chooses to terminate the AGREEMENT prior to the end of the license term, a proration of license fee may be reimbursed, as long the PREMISES has been returned to its original condition, as determined by MDOT (in its absolute discretion). Proration will be based upon length of remaining prepaid term and remainder amount of license fee paid.

LICENSEE understands and agrees when the LICENSEE vacates the LICENSED PREMISES, either at will or at the request of the LICENSOR, the LICENSOR will not be obligated to provide, and LICENSEE will not be entitled to receive, relocation assistance and benefits.

- 18. ~~Deadline for construction.~~ If the FACILITY is not constructed on the PREMISES within one year of the EFFECTIVE DATE, this AGREEMENT will automatically expire, unless an extension is requested by the LICENSEE at least ninety (90) days prior to the expiration and granted by MDOT.

TRACT NUMBER/LICENSE NUMBER 2026R	JOB NUMBER
ASSEMBLED INVENTORIES CS 28000 - Parcel 1 - Sheet# 28s054a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 1 - Sheet# 28s055a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 2 - Sheet# 28s055a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 3 - Sheet# 28s052a - Val/Map#	
PROPERTY TAX CODE N/A	

- 19. Renewal. MDOT will only consider a request for renewal if the request is made 180 days prior to the date of expiration of this AGREEMENT.
- 20. Emergencies. In cases of disaster or emergency, when the FACILITY is damaged and presents a danger to the property or the public, the nearest police authority, MDOT's Office of Rail (OOR) and the operating railroad(s) should be notified as soon as possible under these circumstances.
- 21. Notices. Except in an emergency, all notices or requests shall be in writing and sent by certified mail, return receipt requested, postage prepaid or overnight courier service with receipt, therefore. Notification shall be directed to the parties at the addresses provided below:

Michigan Department of Transportation
 Office of Rail, Operations Unit, Real-Estate
 425 West Ottawa Street
 P.O. Box 30050
 Lansing, Michigan 48909

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

Exempt from Michigan Real Estate Transfer ACT per MCL 207.505(h) and MCL 207.526 (h)(i).

Signature: _____

Demetrius Parker, Director, Bureau of Development
 Michigan Department of Transportation

Issuance Date: _____

Signature: _____

Licensee Name: _____

Acceptance Date: _____

APPROVED
 By James Shell, at 08:25 AM, 03/05/2025

TRACT NUMBER/LICENSE NUMBER 2026R	JOB NUMBER
ASSEMBLED INVENTORIES CS 28000 - Parcel 1 - Sheet# 28s054a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 1 - Sheet# 28s055a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 2 - Sheet# 28s055a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 3 - Sheet# 28s052a - Val/Map#	
PROPERTY TAX CODE N/A	

Legal Description

Part of railroad right-of-way in Sections 14, 23, & 26, T27N, R11W Garfield Township. Val Station 1148+00 to 1172+00 and Val station 1208+00 to 1224+00.

TRACT NUMBER/LICENSE NUMBER 2026R	JOB NUMBER
ASSEMBLED INVENTORIES CS 28000 - Parcel 1 - Sheet# 28s054a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 1 - Sheet# 28s055a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 2 - Sheet# 28s055a - Val/Map# V14-12 - Part A, CS 28000 - Parcel 3 - Sheet# 28s052a - Val/Map#	
PROPERTY TAX CODE N/A	

NE-SE
SEC.27

SE-NE
SEC.27

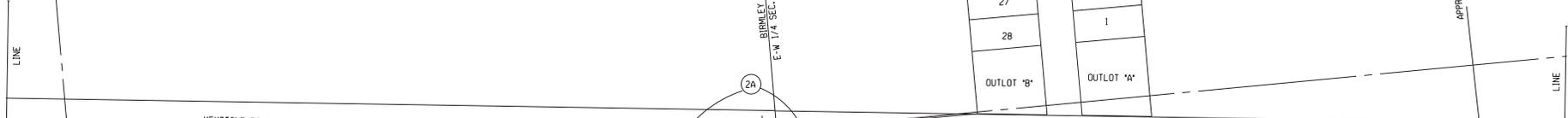
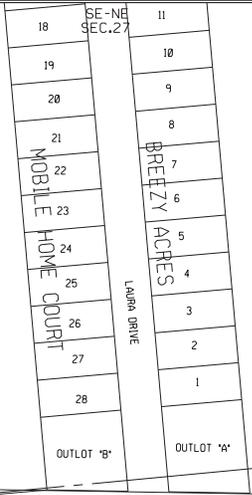
GARFIELD TWP
T27N,R11W

NE-NE
SEC.27



APPROX. S 1/8 LINE

APPROX. N 1/8 LINE



V14
11

V14
11

COPY	PARCEL	CUSTODIAN	GRANTOR	VM-11		INST.	DATE	LIBER-PAGE	RECORDED	TITLE
				GRANTEE						
	IJ	2895F6	M.D.O.T.	T.C. L. & P.		LEASE				
	IJ	2895I8	MOOT	TOWNSEND TREE SERVICE CO.	PMT	4-1-84				
	IC	980181	MOOT	SBC		LEASE				
X	2	386838	PERRY HANNAH, et ux	T.C. RR. CO.		DCD	3-26-1873	18-118	5-30-1879	FEE
X	2	386880	CIRCUIT COURT	T.C. RR. CO.		CD	8-27-1872	12-374	3-15-1873	FEE
	2A	2884E1	M.D.O.T.	G.T.E.R.C.		ESMT				
X	2B	2884E9	M.D.O.T.	SOILS & STRUCTURES, INC.		PMT	7-16-2003			
X	2C	2884H0	M.D.O.T.	GR. TRAVERSE COMMISSION		ESMT	81-16-89			
X	4	386838	PERRY HANNAH, et ux	T.C. RR. CO.		DCD	3-26-1873	18-118	5-30-1879	FEE
X	3	386880	CIRCUIT COURT	T.C. RR. CO.		CD	8-27-1872	12-374	3-15-1873	FEE

NW-SW
SEC.26

FORMER PENN CENTRAL RAILROAD
RIGHT OF WAY MAP
WALTON JCT TO TRAVERSE CITY

	DRAWING: ADU/DESIGN CHECKED: MDG COUNTY: GRAND TRAVERSE DATE: 9-21-87 LINE CODE: 5357	CONTROL SECTION 288480	SCALES 1"=100' REDUCED SIZE 1"=200'
	REV. LAST UPDATE 1-14-85 REV. REV.	SHEET NO. 52	

NE-NE
SEC.27

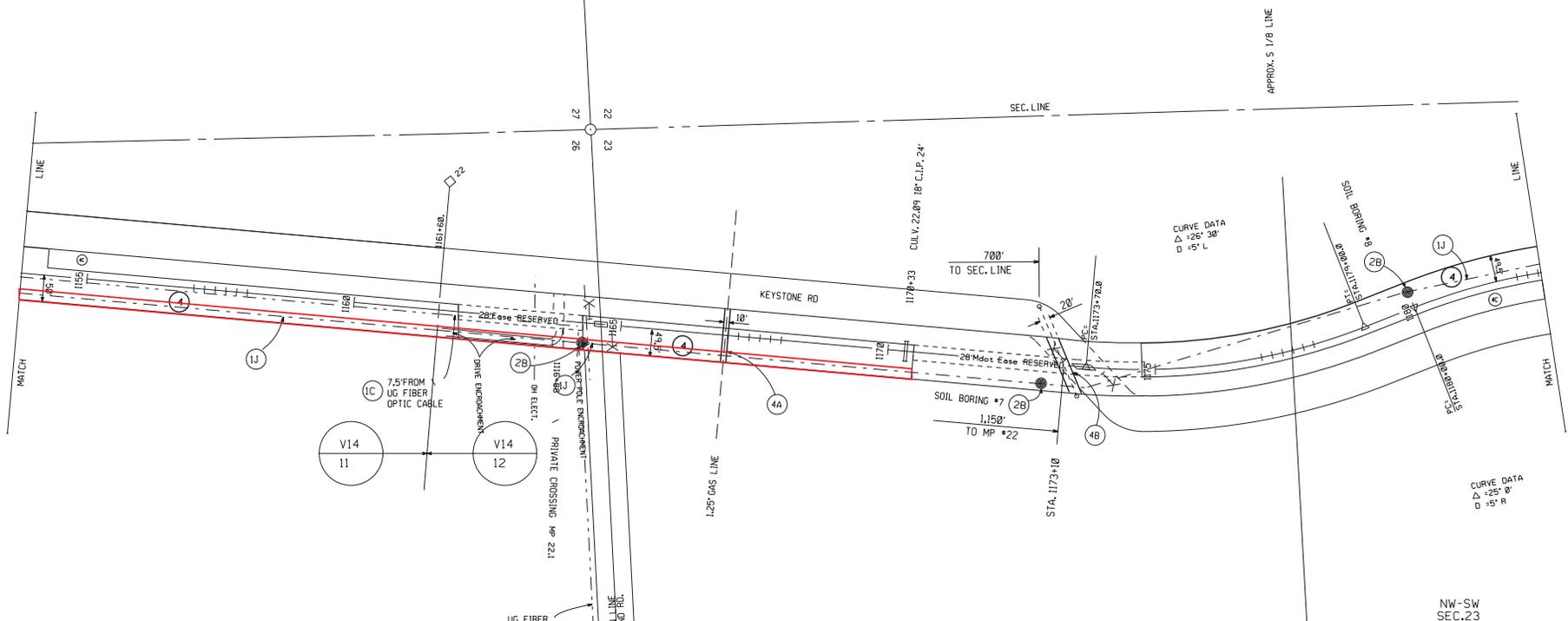
GARFIELD TWP
T27N/R11W

SE-SE
SEC.22

NE-SE
SEC.22



V14-11,12										
COPY	PARCEL	CUSTODIAN	GRANTOR	GRANTEE	INST.	DATE	LIBER-PAGE	RECORDED	TITLE	
	IJ	2805F6	M.D.O.T.	T.C. L. & P.	LEASE	09-01-04			FEE	
	IJ	2805I8	MOOT	TOWNSEND TREE SERVICE CO.	PMT	4-1-04				
	IC	280101	MOOT	SBC	LEASE					
X	2B	2804E9	M.D.O.T.	SOILS & STRUCTURES, INC.	PMT	7-16-2003				
X	4	306630	FERRY HANNAH, et ux	T.C. RR. CO.	DCD	3-26-1873	18-118	5-30-1879	FEE	
X	4A	280469	M.D.O.T.	M.C.G.C.	E	3-15-1991	836-278	3-28-1991		
X	4B	280449	M.D.O.T.	CONSUMER'S POWER CO.	E					
X	4C	280411	M.D.O.T.	ROAD COMMISSION	DC	03/15/2011			WILEY ROAD CROSSING - SEE SHEET 10 FROM 1"=200' PLAN FOR ROAD RIGHT OF WAY	



**FORMER PENN CENTRAL RAILROAD
RIGHT OF WAY MAP
WALTON JCT TO TRAVERSE CITY**

	DRAWING ADU/DESIGN CHECKED: MDG COUNTY: GRAND TRAVERSE DATE: 9-21-07 LINE CODE: 5357	CONTROL SECTION 280400	SCALES 1"=100' REDUCED SIZE 1"=200'
	REV. LAST UPDATE 1-14-05 REV. REV.	SHEET NO. 53	

NW-NW
SEC.26

SW-SW
SEC.23

NW-SW
SEC.23

NE-NE
SEC.22

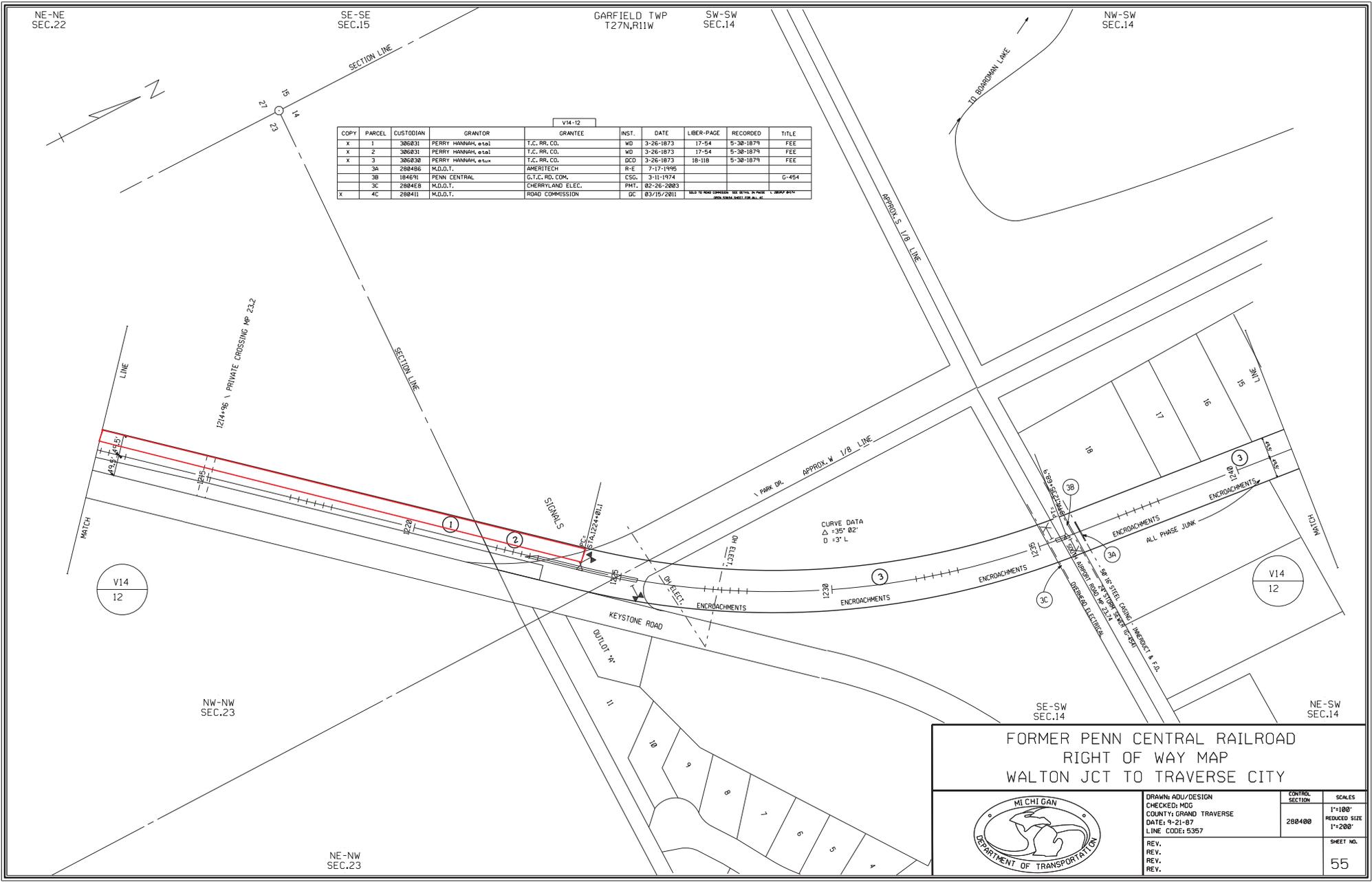
SE-SE
SEC.15

GARFIELD TWP
T27N,R11W

SW-SW
SEC.14

NW-SW
SEC.14

COPY	PARCEL	CUSTODIAN	GRANTOR	GRANTEE	INST.	DATE	LIBER-PAGE	RECORDED	TITLE
X	1	386831	PERRY HANNAH, et al	T.C. RR. CO.	WD	3-26-1873	17-54	5-38-1879	FEE
X	2	386831	PERRY HANNAH, et al	T.C. RR. CO.	WD	3-26-1873	17-54	5-38-1879	FEE
X	3	386838	PERRY HANNAH, et al	T.C. RR. CO.	DCD	3-26-1873	18-118	5-38-1879	FEE
	3A	288486	M.D.O.T.	AMERITECH	R-E	7-17-1998			
	3B	184691	PENN CENTRAL	G.T.C. R.R. CO.	CSG	3-11-1974			G-454
	3C	2884EB	M.D.O.T.	CHERRYLAND ELEC.	PMT	02-26-2003			
X	4C	288411	M.D.O.T.	ROAD COMMISSION	DC	03/15/2011			



FORMER PENN CENTRAL RAILROAD
RIGHT OF WAY MAP
WALTON JCT TO TRAVERSE CITY



DRAWING ADU/DESIGN CHECKED: MDG COUNTY: GRAND TRAVERSE DATE: 9-21-87 LINE CODE: 5357	CONTROL SECTION 288480	SCALES 1"=100' REDUCED SIZE 1"=200'	SHEET NO. 55
REV.			
REV.			
REV.			

**MICHIGAN DEPARTMENT OF TRANSPORTATION
MDOT RAIL CORRIDOR LONG-TERM OCCUPANCY LICENSE AGREEMENT**

This Long-Term Occupancy License Agreement (AGREEMENT) is made and entered into this the 1st day of March 2025 (EFFECTIVE DATE) by and between the Michigan Department of Transportation (MDOT) whose address is 425 W. Ottawa Street, Lansing, MI 48909 and Charter Township of Garfield (LICENSEE), whose address is 3848 Veterans Drive, Traverse City, MI 49684 for the purposes set forth in this AGREEMENT.

1. License. Subject to the terms of this AGREEMENT, MDOT hereby grants LICENSEE a non-exclusive, non-transferable, and non-assignable license to use the PREMISES described below for the following purpose:
Maintenance and operation of public water supply lines
which shall be hereafter referred collectively as "FACILITY."

The PREMISES located at: Part of railroad right-of-way in Sections 15 & 22, T27N, R11W Garfield Township. Approximate val station 15683+00 to val station 15733+00. as supplemented in the attached Exhibit A, (i.e., legal description, sketch and/or construction plans) which are made part of this AGREEMENT.

2. Permits. LICENSEE shall secure a construction permit from MDOT before undertaking any construction activities on the PREMISES. Contact the MDOT Office of Rail Operations Unit to obtain the proper construction permit.
3. License Fee. LICENSEE shall pay MDOT an annual license fee of Six Hundred Twenty Five dollars and 00/100 (\$625.00), in consideration of the interim use, ongoing maintenance, upkeep, and construction costs associated with the use of the PREMISES beginning on the EFFECTIVE DATE, March 1st, 2025. Payments shall be made by money order or check payable to the State of Michigan Department of Transportation. Mail payments to the:

State of Michigan
Department of Transportation
Financial Operations Division
P.O. Box 30648
Lansing, Michigan 48909

(Payments must include the MDOT-Office of Rail (OOR) Tracking number 2027R to ensure proper credit.)

4. License Term. This AGREEMENT shall expire February 28th, 2030 unless terminated earlier as provided in paragraph 17.
5. Compliance with law. The FACILITY shall be construed, operated, and maintained as described in the attached application and plans, and in compliance with applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and in accordance with the standards and specifications provided by MDOT.

TRACT NUMBER/LICENSE NUMBER 2027R	JOB NUMBER
ASSEMBLED INVENTORIES CS 28000 - Parcel 1 - Sheet# 28s074a - Val/Map# 3K1-49 - Part A, CS 28000 - Parcel 1 - Sheet# 28s075a - Val/Map# SK1-50 - Part A, CS 28000 - Parcel 3 - Sheet# 28s073a - Val/Map# 3K1-49 - Part A, CS 28000 - Parcel 3 - Sheet# 28s074a - Val/Map#	
PROPERTY TAX CODE N/A	

The parties mutually agree that this AGREEMENT is subject to, and LICENSEE may be subject to taxation under, Public Act 189 of 1953, as amended, MCL 211.181, *et seq.* (hereinafter "Act 189"). LICENSEE further agrees that its failure to comply with ACT 189 shall be considered a material breach of this AGREEMENT.

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ASSEMBLED INVENTORIES CS 28000 - Parcel 1 - Sheet# 28s074a - Val/Map# 3K1-49 - Part A, CS 28000 - Parcel 1 - Sheet# 28s075a - Val/Map# SK1-50 - Part A, CS 28000 - Parcel 3 - Sheet# 28s073a - Val/Map# 3K1-49 - Part A, CS 28000 - Parcel 3 - Sheet# 28s074a - Val/Map#	
PROPERTY TAX CODE N/A	

from, tort claims.

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MDOT and/or the operating railroad(s) will not be responsible and/or liable for any damage to the FACILITY.

- 17. Termination. MDOT may, in its sole discretion, suspend, revoke, or terminate this AGREEMENT at any time. The LICENSEE agrees to vacate the PREMISES upon thirty (30) days written notice. LICENSEE understands and agrees when the LICENSEE vacates the PREMISES either at will or at the request of MDOT, MDOT will not be obligated to provide, and the LICENSEE will not be entitled to receive relocation assistance and benefits.

Upon termination of this AGREEMENT, the LICENSEE shall remove the FACILITY from the PREMISES or, with written approval from MDOT, may abandon in place in a satisfactory manner. In either circumstance, LICENSEE shall, at its sole cost and expense, restore the PREMISES to its original condition, as determined by MDOT in MDOT's sole discretion. Notwithstanding any other provision of this AGREEMENT, MDOT may take any necessary action to protect the PREMISES and the LICENSEE shall reimburse MDOT for its cost in doing same.

In the event LICENSEE chooses to terminate the AGREEMENT prior to the end of the license term, a proration of license fee may be reimbursed, as long the PREMISES has been returned to its original condition, as determined by MDOT (in its absolute discretion). Proration will be based upon length of remaining prepaid term and remainder amount of license fee paid.

LICENSEE understands and agrees when the LICENSEE vacates the LICENSED PREMISES, either at will or at the request of the LICENSOR, the LICENSOR will not be obligated to provide, and LICENSEE will not be entitled to receive, relocation assistance and benefits.

- 18. Deadline for construction. If the FACILITY is not constructed on the PREMISES within one year of the EFFECTIVE DATE, this AGREEMENT will automatically expire, unless an extension is requested by the LICENSEE at least ninety (90) days prior to the expiration and granted by MDOT.

TRACT NUMBER/LICENSE NUMBER 2027R	JOB NUMBER
ASSEMBLED INVENTORIES CS 28000 - Parcel 1 - Sheet# 28s074a - Val/Map# 3K1-49 - Part A, CS 28000 - Parcel 1 - Sheet# 28s075a - Val/Map# SK1-50 - Part A, CS 28000 - Parcel 3 - Sheet# 28s073a - Val/Map# 3K1-49 - Part A, CS 28000 - Parcel 3 - Sheet# 28s074a - Val/Map#	
PROPERTY TAX CODE N/A	

- 19. Renewal. MDOT will only consider a request for renewal if the request is made 180 days prior to the date of expiration of this AGREEMENT.
- 20. Emergencies. In cases of disaster or emergency, when the FACILITY is damaged and presents a danger to the property or the public, the nearest police authority, MDOT's Office of Rail (OOR) and the operating railroad(s) should be notified as soon as possible under these circumstances.
- 21. Notices. Except in an emergency, all notices or requests shall be in writing and sent by certified mail, return receipt requested, postage prepaid or overnight courier service with receipt, therefore. Notification shall be directed to the parties at the addresses provided below:

Michigan Department of Transportation
 Office of Rail, Operations Unit, Real-Estate
 425 West Ottawa Street
 P.O. Box 30050
 Lansing, Michigan 48909

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

Exempt from Michigan Real Estate Transfer ACT per MCL 207.505(h) and MCL 207.526 (h)(i).

Signature: _____

Demetrius Parker, Director, Bureau of Development
 Michigan Department of Transportation

Issuance Date: _____

Signature: _____

Licensee Name: _____

Acceptance Date: _____

APPROVED
 By James Shell, at 08:43 AM, 03/05/2025

TRACT NUMBER/LICENSE NUMBER 2027R	JOB NUMBER
ASSEMBLED INVENTORIES CS 28000 - Parcel 1 - Sheet# 28s074a - Val/Map# 3K1-49 - Part A, CS 28000 - Parcel 1 - Sheet# 28s075a - Val/Map# SK1-50 - Part A, CS 28000 - Parcel 3 - Sheet# 28s073a - Val/Map# 3K1-49 - Part A, CS 28000 - Parcel 3 - Sheet# 28s074a - Val/Map#	
PROPERTY TAX CODE N/A	

Legal Description

Part of railroad right-of-way in Sections 15 & 22, T27N, R11W Garfield Township. Approximate val station 15683+00 to val station 15733+00.

TRACT NUMBER/LICENSE NUMBER 2027R	JOB NUMBER
ASSEMBLED INVENTORIES CS 28000 - Parcel 1 - Sheet# 28s074a - Val/Map# 3K1-49 - Part A, CS 28000 - Parcel 1 - Sheet# 28s075a - Val/Map# SK1-50 - Part A, CS 28000 - Parcel 3 - Sheet# 28s073a - Val/Map# 3K1-49 - Part A, CS 28000 - Parcel 3 - Sheet# 28s074a - Val/Map#	
PROPERTY TAX CODE N/A	

NE-NW
SEC.27

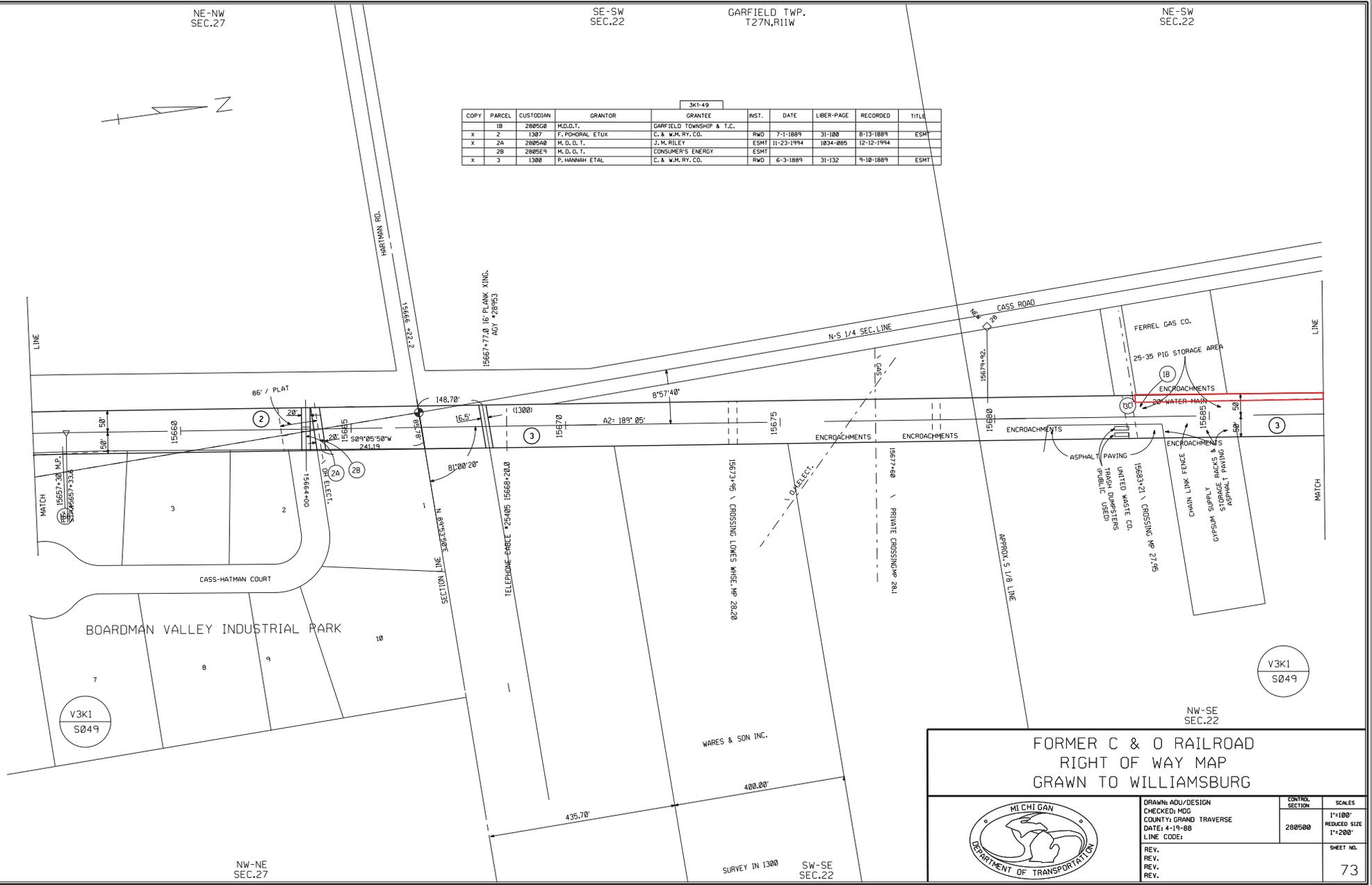
SE-SW
SEC.22

GARFIELD TWP.
T27N,R11W

NE-SW
SEC.22



COPY	PARCEL	CUSTODIAN	GRANTOR	GRANTEE	INST.	DATE	LIBER-PAGE	RECORDED	TITLE
	1B	2885G8	M.D.T.	GARFIELD TOWNSHIP & T.C.					
x	2	1307	F. PODORAL ETUX	C. & W.M. RY. CO.	RWD	7-1-1889	31-100	8-13-1889	ESM
x	2A	2885A8	M. D. G. T.	J. M. RILEY	ESMT	11-23-1994	1834-885	12-12-1994	
x	2B	2885E9	M. D. G. T.	CONSUMER'S ENERGY	ESMT				
x	3	1300	P. HANNAH ETAL	C. & W.M. RY. CO.	RWD	6-3-1889	31-132	9-18-1889	ESMT



V3K1
S049

V3K1
S049

FORMER C & O RAILROAD
RIGHT OF WAY MAP
DRAWN TO WILLIAMSBURG



DRAWING ADU/DESIGN
CHECKED: MDG
COUNTY: GRAND TRAVERSE
DATE: 4-19-88
LINE CODE:

CONTROL SECTION	SCALES
280500	1"=100' REDUCED SIZE 1"=200'

REV.	SHEET NO.
REV. REV. REV.	73

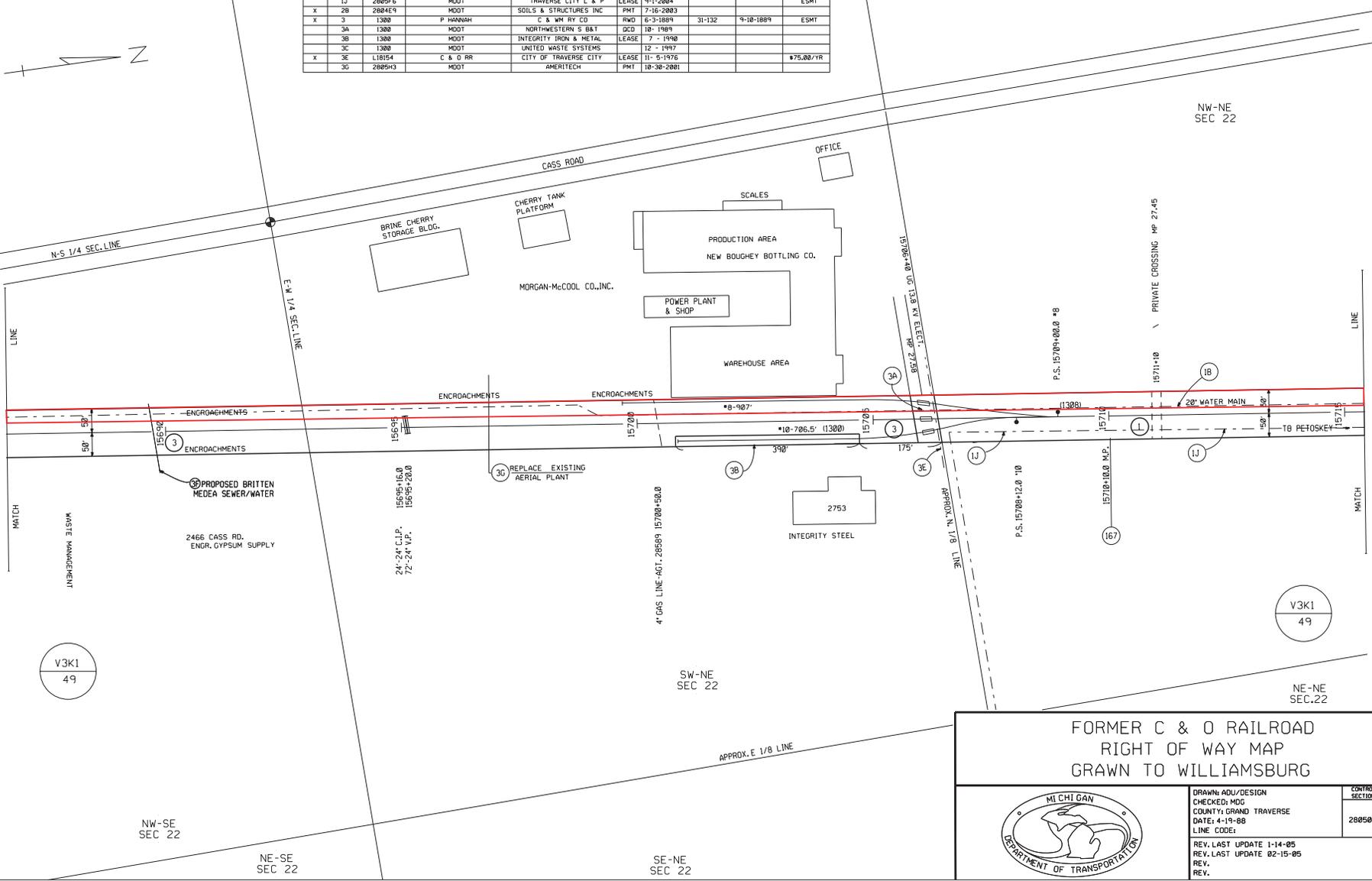
NE-SW
SEC 22

SE-NW
SEC 22

GARFIELD TWP
T27N R11W

NE-NW
SEC 22

COPY	PARCEL	CUSTODIAN	GRANTOR	GRANTEE	INST.	DATE	LIBER-PAGE	RECORDED	TITLE
X	1	1300	J & M MILLER	C & WM RY CO	RWD	6-3-1869	31-67	8-13-1869	ESMT
	1B	280500	MODT	GARFIELD TWP & TC	LEASE	7-19-2002			
	1J	280506	MODT	TRAVERSE CITY L & P	LEASE	9-1-2004			ESMT
X	20	280469	MODT	SOILS & STRUCTURES INC	PMT	7-16-2003			
X	3	1300	P HANNAH	C & WM RY CO	RWD	6-3-1869	31-132	9-10-1869	ESMT
	3A	1300	MODT	NORTHWESTERN S B&T	DCD	10-1969			
	3B	1300	MODT	INTEGRITY IRON & METAL	LEASE	7-1990			
	3C	1300	MODT	UNITED WASTE SYSTEMS		12-1997			
X	3E	118154	C & O RR	CITY OF TRAVERSE CITY	LEASE	11-8-1976			
X	3C	280543	MODT	AMERITECH	PMT	10-30-2001			\$75.00/YR

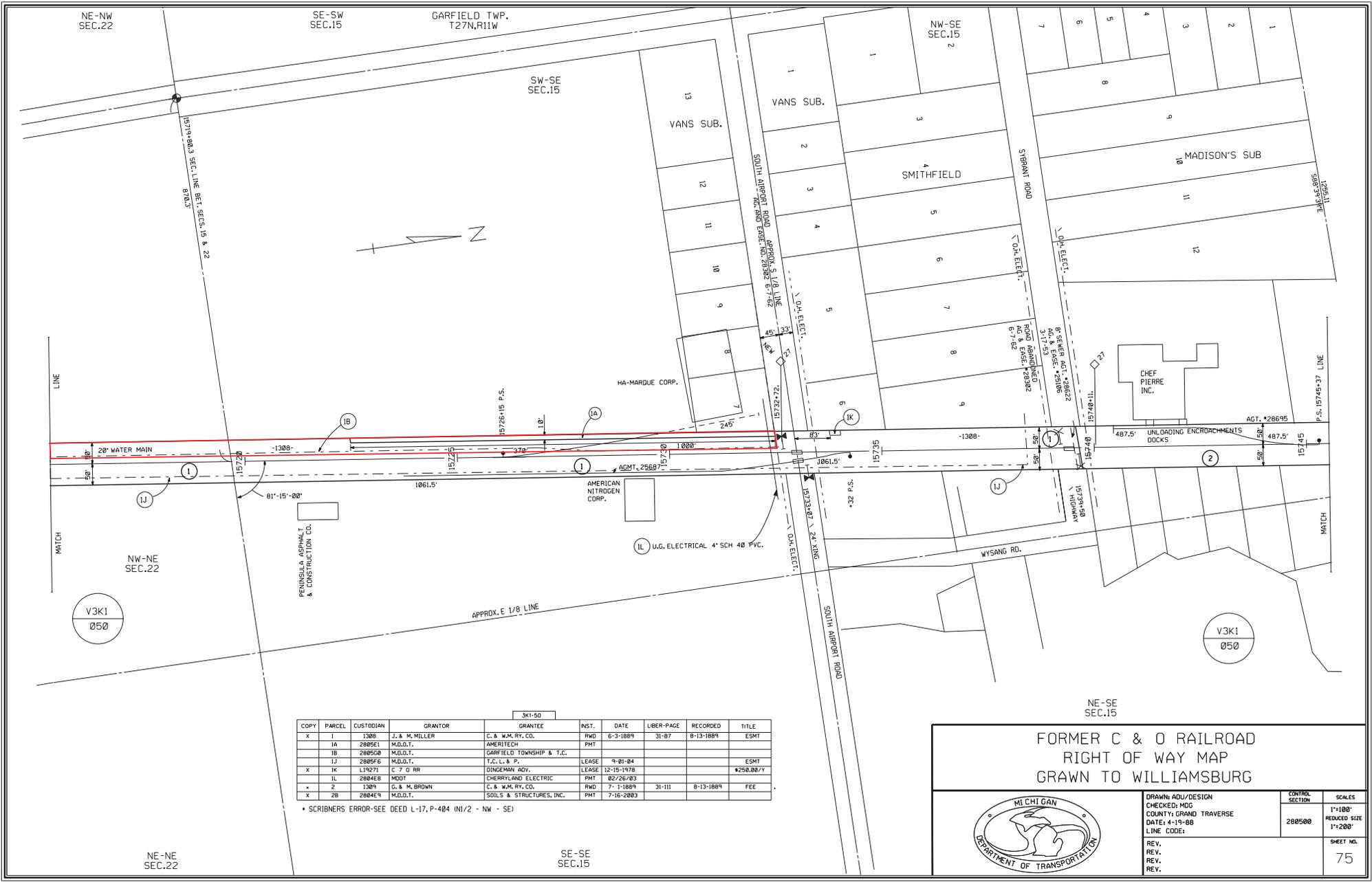


**FORMER C & O RAILROAD
RIGHT OF WAY MAP
GRAWN TO WILLIAMSBURG**



MI CHIGAN
DEPARTMENT OF TRANSPORTATION

DRAWING ADU/DESIGN	CONTROL SECTION	SCALES
CHECKED: MDG	280500	1"=100' REDUCED SIZE 1"=200'
COUNTY: GRAND TRAVERSE		
DATE: 4-19-88		
LINE CODE:		
REV. LAST UPDATE 1-14-05		SHEET NO.
REV. LAST UPDATE 02-15-05		74
REV.		



COPY	PARCEL	CUSTODIAN	GRANTOR	GRANTEE	INST.	DATE	LIBER-PAGE	RECORDED	TITLE
X	1	1386	J. & M. MILLER	C. & W.M. RY. CO.	RWD	6-3-1889	31-87	8-13-1889	ESMT
	1A	2885E1	M.D.O.T.	AMERITECH	PMT				
	1B	2885G8	M.D.O.T.	GARFIELD TOWNSHIP & T.C.					
	1J	2885F6	M.D.O.T.	T.C. L. & P.	LEASE	9-01-04			ESMT
X	K	176271	C 7 D RR	DINGEMAN ADV.	LEASE	12-15-1978			#250,00-Y
	1L	2884E8	MOOT	CHERRYLAND ELECTRIC	PMT	8/2/26/03			
X	2	1389	G. & M. BROWN	C. & W.M. RY. CO.	RWD	7-1-1889	31-111	8-13-1889	FEE
X	2B	2884E9	M.D.O.T.	SOILS & STRUCTURES, INC.	PMT	7-16-2003			

* SCRIBNERS ERROR-SEE DEED L-17, P-484 (N1/2 - NW - SE)

FORMER C & O RAILROAD
RIGHT OF WAY MAP
GRAWN TO WILLIAMSBURG



DRAWING ADU/DESIGN CHECKED: MDG COUNTY: GRAND TRAVERSE DATE: 4-19-88 LINE CODE:	CONTROL SECTION	SCALES
	288500	1"=100' REDUCED SIZE 1"=200'
REV. REV. REV. REV.		SHEET NO. 75



Charter Township of Garfield

Grand Traverse County

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

JOE McMANUS
SUPERVISOR

LANIE McMANUS
CLERK

CHLOE MACOMBER
TREASURER

MOLLY AGOSTINELLI, *TRUSTEE*
 DENISE SCHMUCKAL, *TRUSTEE*

LAURIE LAPP, *TRUSTEE*
 CHUCK KORN, *TRUSTEE*

To: Garfield Township Board
 From: Chris Barsheff, Township Manager
 RE: EGLE Brownfield Site Assessment (BSA) Grant Application Letter of Support
 Date: April 17, 2025

A request was recently received on behalf of Woodmere Crossing LLC to provide a letter of support for the developer to be considered for an EGLE Brownfield Site Assessment (BSA) grant. The grant application is related to the former Melling Tool property, which was acquired by Woodmere Crossings LLC in 2002, and more specifically relates to Parcel A.

Aerial photographs from 1938 depict the Parent property largely wooded and did not show signs of development other than some unpaved trails. During the late 1940s and through at least 1968 an auto salvage yard was operated on the northern-most portion of the Parent property. This was reportedly the Ginsberg Auto Body Salvage Yard. The Traverse City Area Industrial Fund purchased the subject property in January 1967. The Industrial Fund owned the subject property from 1967 through 1983 when it was sold to Melling Tool. Melling Tool Company owned the subject property in 1983. However, the company never operated at the site. In 1983, Melling Tool had granted access to the City of Traverse City for the deposition of snow associated with snow removal and plowing activities.

At the time Woodmere Crossings LLC acquired the 24.05 acre, "L-shaped" property (Parent property) the property was assigned a tax identification number and was unplatted land. Woodmere Crossings LLC quit claim to 19.6 acres of the Parent to Premier Place LLC in 2005 and Premier Place organized the offspring parcel under the Condominium Act to be later developed as the Premier Place and Premier Place II residential condominium. Parcels were created as indicated in the table below. The image below the table depicts this graphical representation. The northern boundary of the Parent is the common boundary between the City of Traverse City (north) and the Charter Township of Garfield (south).

DATE	PARCEL	Tax ID	ACREAGE	OWNER
1983	Parent	28-05-014-108-00	24.2	Melling Tool
2002	Parent	28-05-014-108-00	24.2	Woodmere Crossings LLC
2002	A	28-05-264-108-00	4.45	Woodmere Crossings LLC
8/12/2005	B	28-05-264-900-00	19.6	Premier Place LLC
9/14/2022	C	28-05-264-900-00	15.56	Premier Place LLC
9/14/2022	D	28-05-496-900-00	4.04	Premier Place II LLC



In the early 2000's, environmental site assessments were completed. Buried drums and waste was located on Parcel A. Subsequent excavation and waste disposal activities took place. Redevelopment planning efforts are currently in progress for Parcel A, which requires further assessment and remediation. The developer is seeking an EGLE grant to help with the site assessment costs and requests support from the township.

Requested Motion:

Authorize the Township Manager to provide the attached EGLE Brownfield Site Assessment grant application letter of support to Woodmere Crossing LLC..



Charter Township of Garfield

Grand Traverse County

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

JOE McMANUS
SUPERVISOR

LANIE McMANUS
CLERK

CHLOE MACOMBER
TREASURER

MOLLY AGOSTINELLI, *TRUSTEE*
DENISE SCHMUCKAL, *TRUSTEE*

LAURIE LAPP, *TRUSTEE*
CHUCK KORN, *TRUSTEE*

April 22, 2025

Mr. Aaron Assman, Brownfield Coordinator
Michigan Department of Environment, Great Lakes, and Energy (EGLE)
Remediation and Redevelopment Division
Brownfield Assessment and Redevelopment Section
Cadillac District Office
120 West Chapin Street
Cadillac, Michigan 49601-2158

Subject: Woodmere Barrels Site / Former Melling Tool Property
Premier Manor/Premier Place SUP- 1600 Simsbury Street
EGLE Brownfield Site Assessment (BSA) Application

Dear Mr. Assman:

The Charter Township of Garfield supports Woodmere Crossing LLC's application for EGLE's BSA program for the property located at 1600 Simsbury Street, Garfield Charter Township, Michigan. The BSA program will greatly assist in the assessment and ultimately redevelopment of this property.

The proposed redevelopment is in line with the Charter Township of Garfield goals for this area. The proposed brownfield assessment will help identify soil and groundwater conditions necessary to redevelop the property for residential use in accordance with State brownfield requirements.

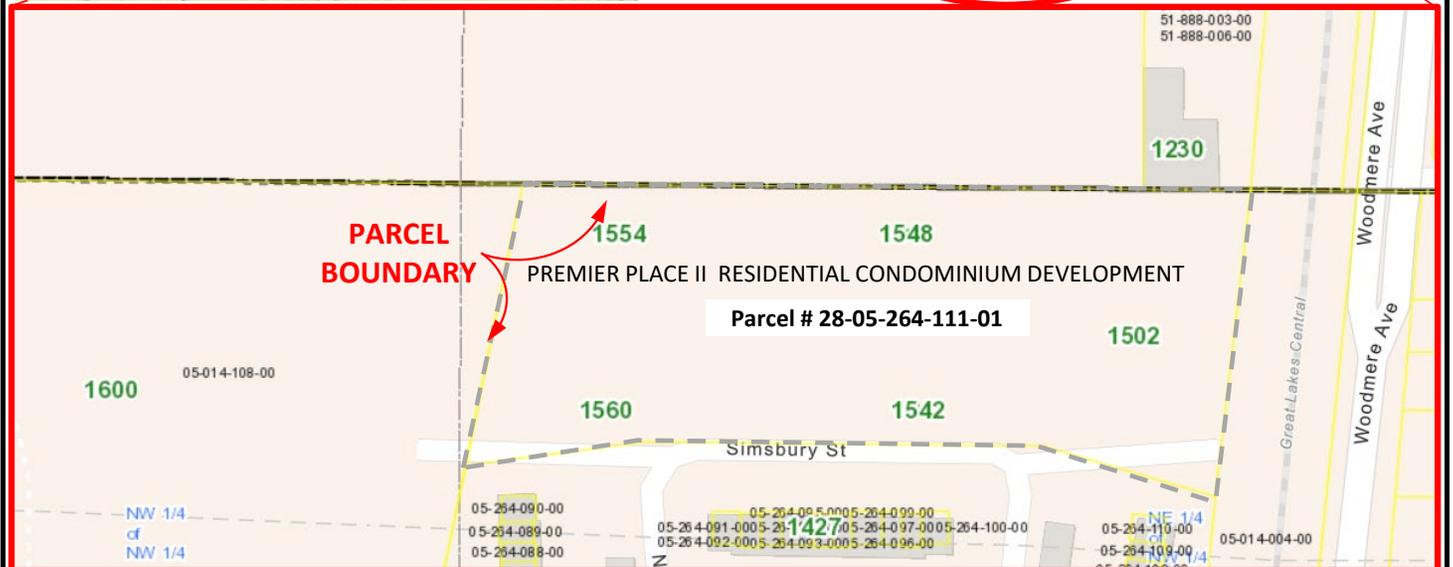
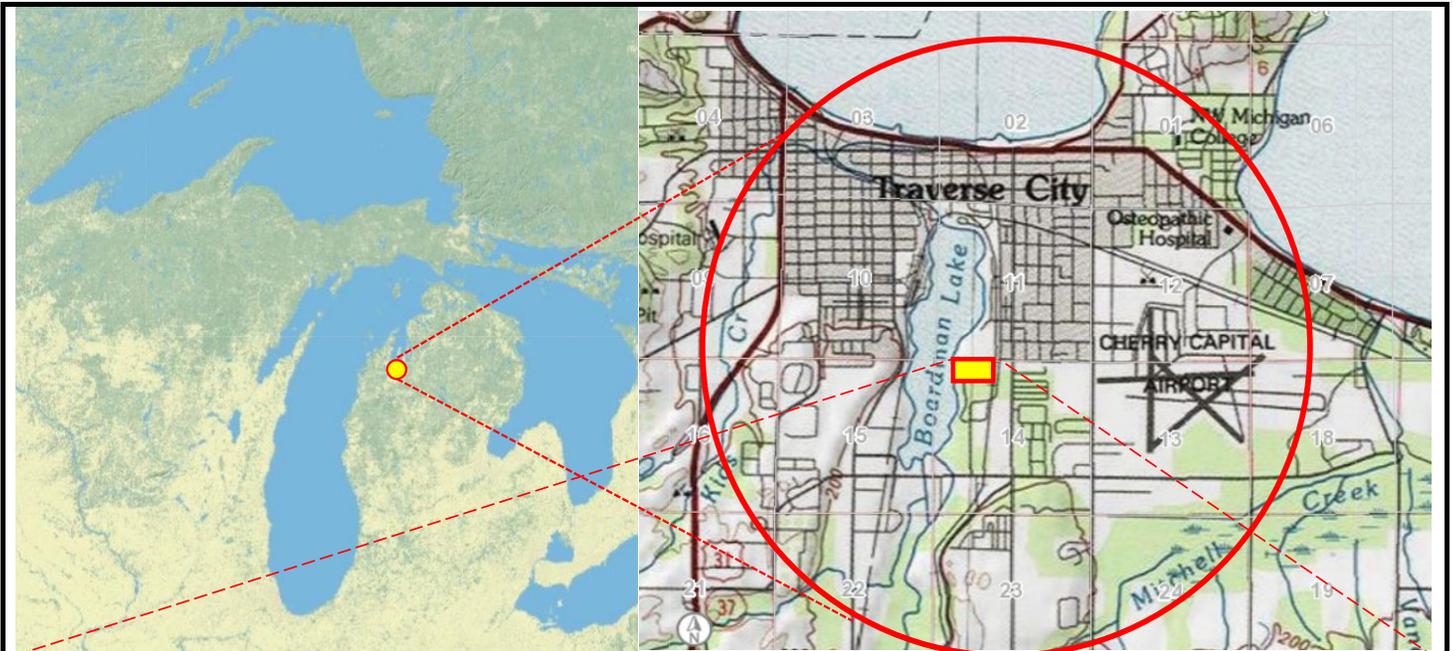
Please feel free to contact me with any questions you may have at (231) 941-1620 or at cbarsheff@garfieldmi.gov.

Sincerely,

Chris Barsheff
Township Manager

CC: Mr. Steve Nicolas, Woodmere Crossing LLC

FIGURE 1



SITE LOCATION MAP

PREMIER PLACE II
1502-1560 SIMSBURY STREET
GARFIELD CHARTER TOWNSHIP
GRAND TRAVERSE COUNTY, MICHIGAN



EXEMPLAR TECHNICAL SERVICES LLC
8458 PENINSULA DRIVE
TRAVERSE CITY, MICHIGAN 49686
(231) 218-0987

