

**CHARTER TOWNSHIP OF GARFIELD  
PARKS AND RECREATION COMMISSION MEETING**

**April 10, 2017 6:00 P.M.**

**Garfield Township Large Meeting Room**  
**3848 Veterans Drive**  
Traverse City, MI 49684  
Ph: (231) 941-1620

**A G E N D A**

Any interested person or group may address the Commission on any agenda item when recognized by the presiding officer or upon request of any Commissioner. Also, any interested person or group may address the agenda item designated Public Comment. The comment of any member of the public or any special interest group may be limited in time. Such limitation shall not be less than two minutes unless otherwise approved by the Commission.

Call Meeting to Order

Roll Call of Commission Members

1. Review and Approval of the Agenda - Conflict of Interest
2. Review and Approval of Meeting Minutes – March 21, 2017
3. Correspondence
  - a. Doug & Edie Brown Letter
4. Reports
  - a. Tom Vitale Conservation District Report
  - b. Commissioner Reports
  - c. Staff Report
5. Business to Come Before the Commission
  - a. PD 2017 - 20 Buffalo Ridge/Kids Creek Trail Connector
  - b. PD 2017 - 25 Miller Creek Fishing Platform
6. Public Comment
7. Items for Next Agenda
  - a. 2017 Commission Goals
8. Adjourn

Garfield Township 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 Garfield Township. Individuals with disabilities requiring auxiliary aids or services should contact Garfield Township by writing or calling Lanie McManus, Clerk, Ph: (231) 941-1620, or TDD #922-4412

**CHARTER TOWNSHIP OF GARFIELD**  
**Parks and Recreation Commission Regular Meeting**  
*DRAFT*  
**March 21, 2017**

**Call Meeting to Order:** Handy called the meeting to order at approximately 6:00 pm at the Garfield Township Hall, 3848 Veterans Drive, Traverse City MI 49684.

**Roll Call of Commission Members:**

Present: Valarie Handy, Fern Spence (6:05 p.m.), Chris Remy, Alisa Kroupa,  
Absent: Dale Majerczyk

Staff Present: Rob Larrea, Tom Vitale (GTCD)

**1. Review and Approval of the Agenda – Conflict of Interest**

No conflict of interest was noted. *Kroupa moved THAT the agenda be approved as presented. Remy seconded the motion and the motion carried unanimously.*

**2. Election of Officers (PD-2017-18)**

*Kroupa moved THAT Chris Remy be elected as Chair of the Parks and Recreation commission. Remy seconded the motion and the motion carried unanimously.*

*Kroupa moved THAT Valerie Handy be appointed as Vice-Chair of the Parks and Recreation commission. Remy seconded the motion and the motion carried unanimously.*

*Kroupa moved THAT Dale Majerczyk be elected Secretary of the Parks and Recreation commission. Handy seconded the motion and the motion carried unanimously.*

**3. Review and Approval of Meeting Minutes-October 26, 2016**

*Kroupa moved THAT the minutes be approved as presented. Spence seconded the motion and the motion carried unanimously.*

**4. Correspondence:**

Grand Traverse Conservation District Reports for January and February were received. Tom Vitale stated that there is a work bee planned for Miller Creek on April 12, 2017.

**5. Reports:**

- a. **Buffalo Ridge Trail/Student Partnership:** Tom Vitale shared that the Conservation District has partnered with the TC West advance science class in submitting a grant to the TC Track Club for funds to assist with the placement of a trail connector.
- b. **Miller Creek Update:** Handy stated she met with Tom Vitale to discuss necessary improvements for Miller Creek. The Parks and Recreation board last year

requested funding for the trail improvement and the floating dock. In December, the Township Board indicated any item over \$10,000 will need to come before the Board. Tom provided a copy of the bid sheet for the fishing platform which the Commission asked Vitale to provide pricing for both timber and metal. He added the SEEDS bid was still valid for the boardwalk. Larrea suggested that he and Vitale meet to discuss budget requests.

**6. Business to come before the Commission:**

**a. PD-2017-13 Review of Parks Commission By-Laws**

Commissioners were provided a copy of the existing by-laws. A recommendation was made by staff to address what constitutes a quorum. *Kroupa moved THAT Section 3: Meetings (F) Quorum- state "a quorum constitutes a majority of parks and recreation commission membership present". Handy seconded the motion and the motion carried unanimously.*

**b. PD-01716-BNVP Update.**

Staff presented the site plan and cost estimates prepared by Prein Newhof for the BVNP improvements. Larrea noted that the project is on schedule.

**7. Commissioner Comment**

Handy updated the commission on the Hickory Hills Task Force meeting and stated she had met with Todd Lewis regarding possible reimbursement for the improvements made at Silver Lake Recreation area for the proposed disc golf course. Larrea added that the commission will have to address the Parks and Recreation plan that will be expiring at the end of this year.

**8. Other Business**

None.

**9. Items for next agenda**

2017 Commission Goals: The commission indicated their desire to focus on updating the Master Plan, improvements for Miller Creek, Templeton and Kids Creek, preparation of an operational budget, the State 40 and trail improvements. Larrea indicated that he and Tom Vitale will discuss these items at their meeting.

Beacon Hills Signage Request: Mike Steadman was in the audience and indicated that he would like to have the waterfront property owned by the Township located in Beacon Hills signed like other parks. Commission members stated that other property owned by Garfield Township on the waterfront should be signed as well.

Silver Lake Park Request for Consideration (Ice Rink placement)

Future Meeting Dates: Larrea would like to see the commission meet monthly rather than quarterly as there is a lot on the agenda for 2017. Staff will try and coordinate with other users of the meeting room to find a specific date and time each month that will work.

10. **Adjourn**

*Meeting was adjourned at 7:15 p.m.*

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Dale Majerczyk, Secretary  
Garfield Township Parks and Recreation Commission  
3848 Veterans Drive  
Traverse City, MI 49684

**Doug and Edie Brown**  
**5126 Highland Drive**  
**Traverse City, MI 49685**

231-590-2892

March 30, 2017

Dale Majercyck, Secretary  
Parks and Recreation Commission  
Charter Township of Garfield  
3848 Veterans Drive  
Traverse City, MI 49684

Dear Mr. Majercyck:

My name is Doug Brown. My wife Edie and I live on Silver Lake between the Public Access site and the Beacon Hills Subdivision Park. We have lived here since 1980 and have seen firsthand the growth of boating on the lake.

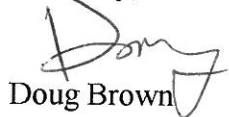
We have become increasingly concerned about the safety of swimmers, paddleboard users and boaters in the area in and around the Public Access site. Watercraft of various types, Personal Watercraft and boats, approach the area at a high rate of speed and don't slow down as they pass through this area that is many times congested. I am not aware of any injuries so far, but we have witnessed many near misses.

Late last summer we were with two separate groups of subdivision residents who shared our concerns over the safety of the people in that area. The consensus was that creating a No-Wake Zone in that area would greatly help to mitigate the problem. There is a natural point just to the right of the Public Access site and the end of peninsula that contains Harbor Dr. that could easily define the No Wake area. (See attached map)

We ask that you call a Public Hearing on this matter so that the Township would be in a position to request the DNR to create such a zone.

We plan to attend your meeting on April 10th to continue this discussion.

Sincerely,

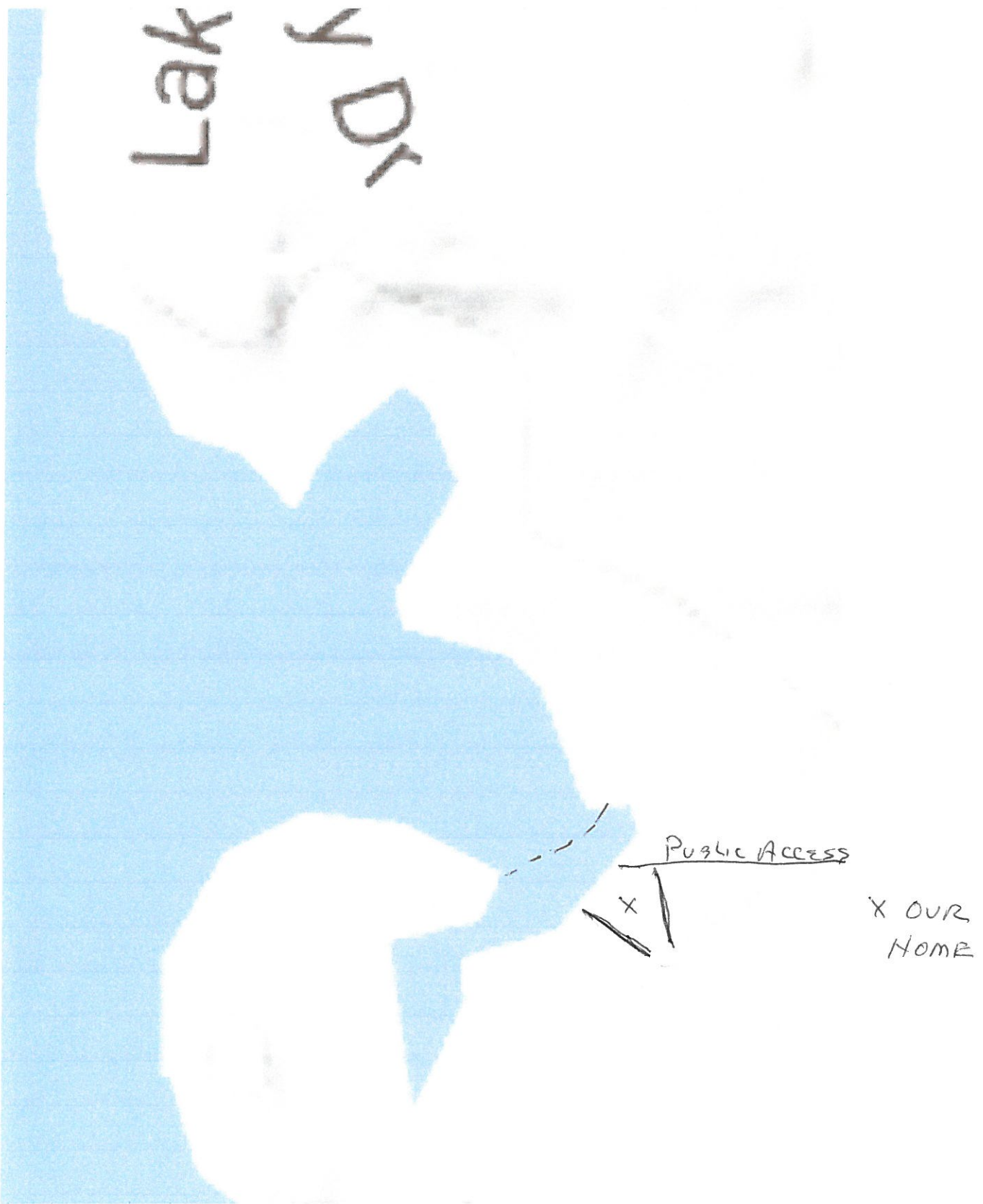
  
Doug Brown


  
Edie Brown

Attachment - Map



Silver Lake  
www.lake-link.com



	Charter Township of Garfield Planning Department Report No. 2017- 20	
Prepared:	April 5, 2017	Pages: 1 of 1
Meeting:	April 10, 2017 Parks & Recreation Commission	Attachments: <input type="checkbox"/>
Subject:	Buffalo Ridge Connector	

**INTRODUCTION:**

Now that the Buffalo Ridge Trail is in place we are planning for the Kids Creek / Buffalo Ridge connector. As you are aware, a grant was submitted to the Traverse City Track Club Endowment. If successful, the trail will provide increased opportunity for track and other athletes for years to come. We anticipate receiving a decision on the grant application in the near future.

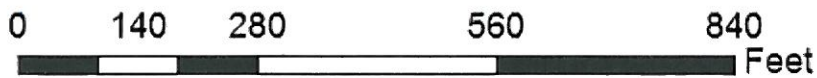
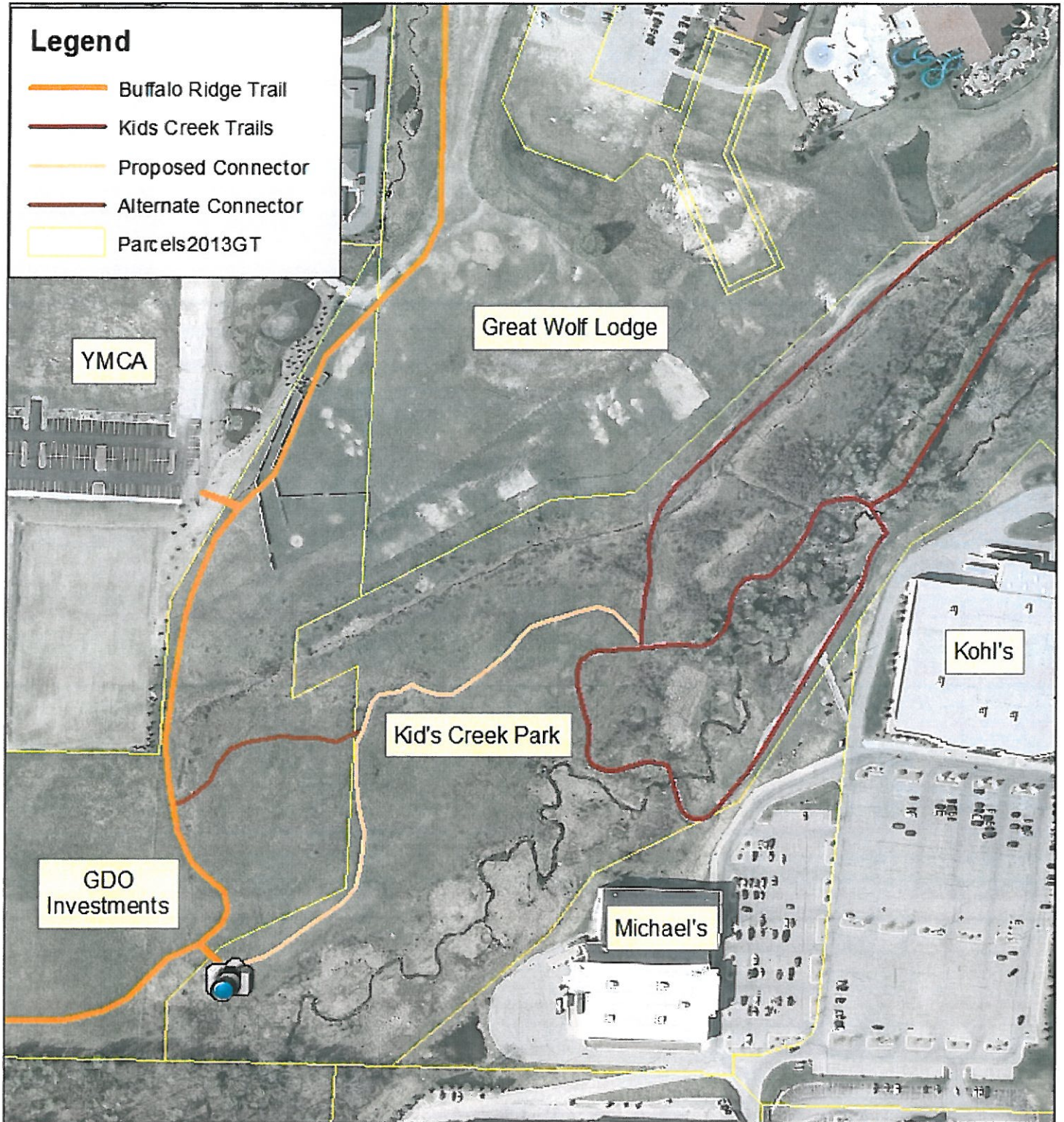
**STAFF COMMENT**

Tom Vitale has provided a map identifying two connector options for discussion. The first option requires the neighboring property owner to grant an easement for the trail to cross their property and connect to the Buffalo Ridge Trail. Option 2 is slightly longer but remains on township property. Please review the two options so we can discuss them further at the meeting (see attached map).

**ACTION REQUESTED**


A decision by the Commission on a preferred route is requested.

# Kid's Creek Park - Buffalo Ridge Proposed Connector Trail



Grand Traverse  
Conservation District



		<b>Charter Township of Garfield</b>	
		Planning Department Report No. 2017- 25	
Prepared:	April 5, 2017	Pages:	1 of 1
Meeting:	April 10, 2017 Parks & Recreation	Attachments:	<input type="checkbox"/>
Subject:	Miller Creek Fishing Platform - Bid Review		

**BACKGROUND**

In late 2016, discussions regarding the Miller Creek fishing platform centered on purchasing a non-timber removable floating dock. Bids were provided and previously considered however, it does not appear that a decision materialized on the bids. Following discussion at the March 21, 2017 PRC meeting there was a consensus that we seek an estimate from SEEDS to construct a permanent timber fishing platform similar to those constructed at our other parks.

**STAFF COMMENT**

Attached you will find a copy of the recent SEEDS bid to construct a permanent timber platform as well as the previously reviewed bids for the floating dock. Please review the bids and prepare to discuss them at the meeting. Following review of the bids and if the PRC is ready to make a recommendation to the Township Board, a motion to that affect would be appropriate. If additional information is needed at the time of review then a motion would be premature.

**ACTION REQUESTED**

To be determined following review and discussion of the bids.

# seeds

Ecology + Education + Design

Youth Conservation Corps

Since 2009



## Quote

Date: April 4, 2017

Valid Until

Quote #:

Customer ID:

100CD

CDCC

### Customer:

Grand Traverse Conservation District  
Tom Vitale

### Quote/Project Description

15 x 20 fishing platform treated lumber

Description	Line Total
SEEDS Youth Conservation Corp will construct a 15 x 20 foot fishing platform with spindled handrail on three sides on Miller creek location for the Grand Traverse Conservation District.	
materials (lumber package)	\$1,800.00
fasteners	\$200.00
Labor and equipment	\$11,500.00
(extra as quoted 6 foot flat bench would be an additional \$75.00 per bench)	

Subtotal \$13,500.00

Discount \$0.00

Tax 0.00%

\$0.00

**Total \$13,500.00**

### Special Notes and Instructions

Once signed, please Fax, mail or e-mail it to the provided address.

Once the described deliverable is complete, we will provide an invoice that is payable upon receipt. We are an insured organization and are happy to provide information.

Above information is not an invoice and only an estimate of services/goods described above.

Payment will be collected according to the Terms and Conditions described in this quote.

Please confirm your acceptance of this quote by signing this document

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

If you have any questions concerning this quote, contact Bill Watson at 231-409-0868 or Jenee Rowe 231-866-0230

**Thank you for your business!**

Po Box 2454, Traverse City, MI. 49685

Office phone and fax # 231-947-0312 or email bwatson@ecoseeds.org or jenee@ecoseeds.org

This is an Agreement, by and between SEEDS (a Michigan nonprofit organization), located at 934 E Eight St, Traverse City, Michigan 49686 and the \_\_\_\_\_, hereinafter referred to as "Client"), located in \_\_\_\_\_, MI.

#### RECITALS

Client desires to utilize the consulting services of SEEDS who agrees to provide such services on the terms and conditions set forth herein.

#### TERMS

**Engagement.** Client engages SEEDS to perform the consulting services set forth in this proposal (hereinafter referred to as "Services"). Services other than those set forth in the proposal shall be performed only pursuant to a written addendum to this Agreement signed by both SEEDS and the Client. Unless otherwise specified in such addendum, additional Services shall be rendered by SEEDS subject to the terms and conditions of this Agreement.

**Compensation.** Client shall pay SEEDS for services rendered according to Quote and the attached terms and conditions.

**Client's Authorized Agent.** The Client has appointed the person named below as the authorized agent of the Client for purposes of this Agreement. As such, the agent is duly authorized and shall be responsible for the execution of any document pertaining to this Agreement or any amendment hereof, and for approving all change orders, addenda, and additional Services to be performed by SEEDS, if any.

**Terms and Conditions.** The terms and conditions of this Agreement shall include the provisions printed on the reverse side hereof and are hereby incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date indicated below.

SEEDS:

(signature)

Sarna Salzman, SEEDS Executive Director

(printed name and title)

April \_\_\_\_\_, 2015

(date)

CLIENT:

(signature)

(printed name and title)

(date)

#### TERMS AND CONDITIONS

1. This proposal will be considered null and void if project authorization is not received within 30 days of the date of proposal.
2. The Client hereby authorizes the above-described services and agrees to pay SEEDS at the stated price unless another basis of charge is indicated. The Client will pay SEEDS for work outlined above. The Client will be invoiced and, except as noted within these terms and conditions, payment is due within 30 days of the date of invoice. A service charge of 1.5% per month will be added to past due accounts. Accounts 30 days past due are subject to the Michigan Mechanic's Lien Law.
3. Client agrees to pay SEEDS within thirty (30) days after receipt of an invoice.
4. SEEDS agrees to perform in accordance with a standard of care generally exercised by other environmental and facilitation consultants within this state acting under similar circumstances and conditions.
5. SEEDS' relationship to the Client is that of an independent contractor and not that of a partner, joint venture, or employee of the Client.
6. The Client is to provide copies of all sampling and testing data regarding relevant engineering or environmental studies, which may have been previously performed. SEEDS may be required to utilize sampling, analysis, engineering and other studies prepared by the Client or other consultants. The Client understands that unless otherwise stated in the proposal or this agreement, SEEDS shall not verify or validate, nor shall it be liable for the completeness or accuracy of such data or studies or for claims, fines or penalties arising from the use thereof.
7. SEEDS will use reasonable efforts to maintain confidentiality and not divulge information regarding the proposal, services or its report, except to the Client, parties designated by the Client in writing, or as required by law. Information that is in the public domain shall not be deemed confidential.
8. Client in no way grants SEEDS, its employees, consultants, agents, representatives, contractors and subcontractors, for the purpose of performing all activities, studies and research the right at any time to enter the Site.
9. SEEDS and the Client agree that acceptance by SEEDS of its responsibility under this agreement does not in any way impose upon SEEDS the obligations, responsibility, or liabilities of an owner or operator of the Site.

10. The Client and SEEDS recognize that professional standards and ethics govern the performance of SEEDS' services under this agreement. If circumstances arise which, in SEEDS' opinion, preclude it for professional or ethical reasons from continuing such performance, SEEDS shall advise the Client of that fact. The parties shall immediately attempt to arrive at a mutually satisfactory solution. If this cannot be done to both parties' satisfaction, either party may terminate this agreement. If so, the Client shall compensate SEEDS in accordance with these terms and conditions.

11. The Client bears full responsibility for any fines, penalties or administrative actions that may be incurred due to non-compliance with Federal or State reporting requirements that may be the results of any delays or actions by the Client or any suspension or termination of performance between the Client and SEEDS as defined within these terms and conditions.

12. The Client may at any time, after providing ten days written notice, suspend further performance by SEEDS. SEEDS may, after providing written notice ten days in advance, suspend further performance if, at any time, payments by the Client for services rendered by SEEDS are not made in accordance with established payment terms. SEEDS may continue suspension of performance until payment is received for all services rendered by SEEDS prior to the date of suspension. Suspension of performance for a period exceeding 30 days for any reason, shall at the sole option of SEEDS result in termination or renegotiation of project scope of work, services provided, terms and conditions, schedule, and estimated costs prior to renewal of project activities and services. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, but at a minimum, the extension shall equal the duration of the suspension.

13. The Client, at its sole discretion, may terminate, upon ten days written notice, the authorized project or any subsequent change order. SEEDS may, at its sole discretion and upon 10 days prior written notice, may terminate the authorized project or any subsequent change order.

14. The Client shall pay SEEDS promptly within 15 days from receipt of invoice for services performed and charges incurred prior to the effective date of suspension or termination, plus suspension or termination charges.

15. The Client and SEEDS acknowledge that differences, including but not limited to interpretation and opinion with respect to regulatory and technical issues, may arise between regulatory agencies and SEEDS as consultant for the Client during or after completion of the proposed services.

16. If a dispute arises out of this agreement and if it cannot be settled through direct discussions, the parties agree to submit this dispute to mediation by a professional mediator selected by the parties. If all or any portion of the dispute remains unsettled, the parties agree to submit any unresolved controversy to arbitration. The parties further agree that a judgment upon the award rendered by the arbitrator(s) may be entered in the appropriate Circuit Court of the State of Michigan. The obligation to mediate and arbitrate disputes arising from this agreement shall survive termination of this agreement.

17. The proposal, project acceptance form and these terms and conditions constitute the full agreement between SEEDS and the Client.

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Ecology + Education + Design

Youth Conservation Corps

Since 2009



## Quote

Date: April 4, 2017

Valid Until

Quote #:

Customer ID:

100CD

CDCC

### Customer:

Grand Traverse Conservation District

Tom Vitale

### Quote/Project Description

10 x15 fishing platform (Treated Lumber)

Description	Line Total
SEEDS Youth Conservation Corp will construct a 10 x 15 foot fishing platform with spindled handrail on three sides on Miller Creek location for the Grand Traverse Conservation District	
Labor and Equipment	\$9,400.00
Materials (lumber package)	\$1,400.00
Fastners	\$200.00
(extra as quoted 6 foot flat bench would be an additional \$75 per bench)	
Subtotal	\$11,000.00
Discount	\$0.00
Tax	0.00%
	\$0.00
<b>Total</b>	<b>\$11,000.00</b>

### Special Notes and Instructions

Once signed, please Fax, mail or e-mail it to the provided address.

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Subtotal \$11,000.00

Discount \$0.00

Tax 0.00%

\$0.00

**Total \$11,000.00**

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(printed name and title)

(printed name and title)

April \_\_\_\_\_, 2015

(date)

(date)

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3. Client agrees to pay SEEDS within thirty (30) days after receipt of an invoice.
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5. SEEDS' relationship to the Client is that of an independent contractor and not that of a partner, joint venture, or employee of the Client.
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10. The Client and SEEDS recognize that professional standards and ethics govern the performance of SEEDS' services under this agreement. If circumstances arise which, in SEEDS' opinion, preclude it for professional or ethical reasons from continuing such performance, SEEDS shall advise the Client of that fact. The parties shall immediately attempt to arrive at a mutually satisfactory solution. If this cannot be done to both parties' satisfaction, either party may terminate this agreement. If so, the Client shall compensate SEEDS in accordance with these terms and conditions.
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17. The proposal, project acceptance form and these terms and conditions constitute the full agreement between SEEDS and the Client.

**Action Water Sports**

988 West Commerce Drive  
Traverse City, MI 49685  
(231) 943-3434

**Repair Estimate**

Conservation Department

Estimate No 46  
Date 3/02/16

Reg Nc                      YR            Make                      Model                      Serial No  
Engine                      HP            Serial No                      Trailer

Problem No  
1

Problem Description

Floating dock 6'x30' straight out with 12' x 12' platform to the side. Also open rail design around the perimeter. The railing will be placed at 18" and 36" high.

\*Pricing does not include anchoring system.

**Payable By Customer**

<u>Part No</u>	<u>Make</u>	<u>Description</u>	<u>Qty</u>	<u>Price Each</u>	<u>Total</u>
FLOATING DOCK	SUM	30X6 OUT WITH 12X12 PLATF	1.00	21,450.00	21,450.00
ANCHORING		Est cost on anchor system	1.00	2,500.00	2,500.00
Parts Sub Total					23,950.00

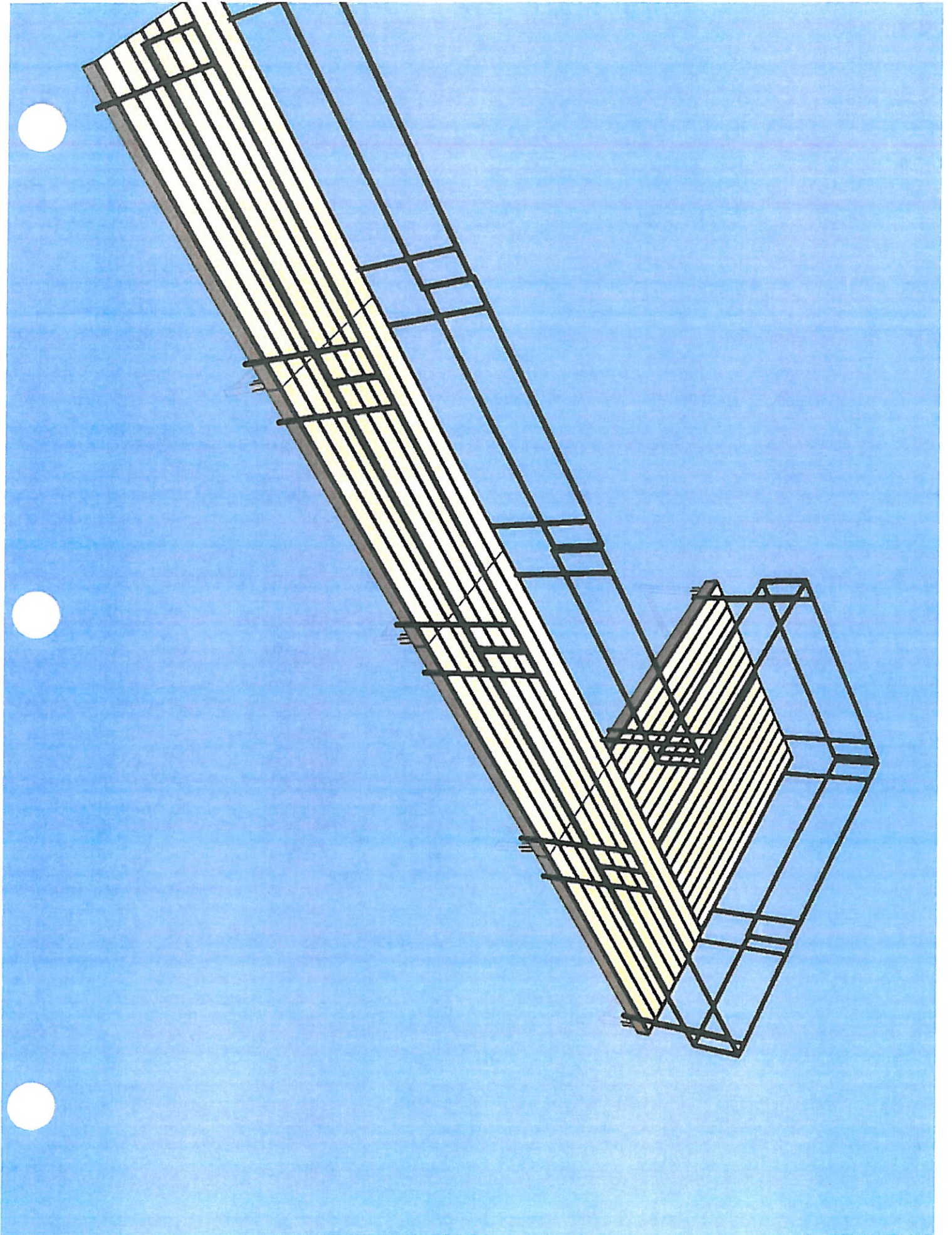


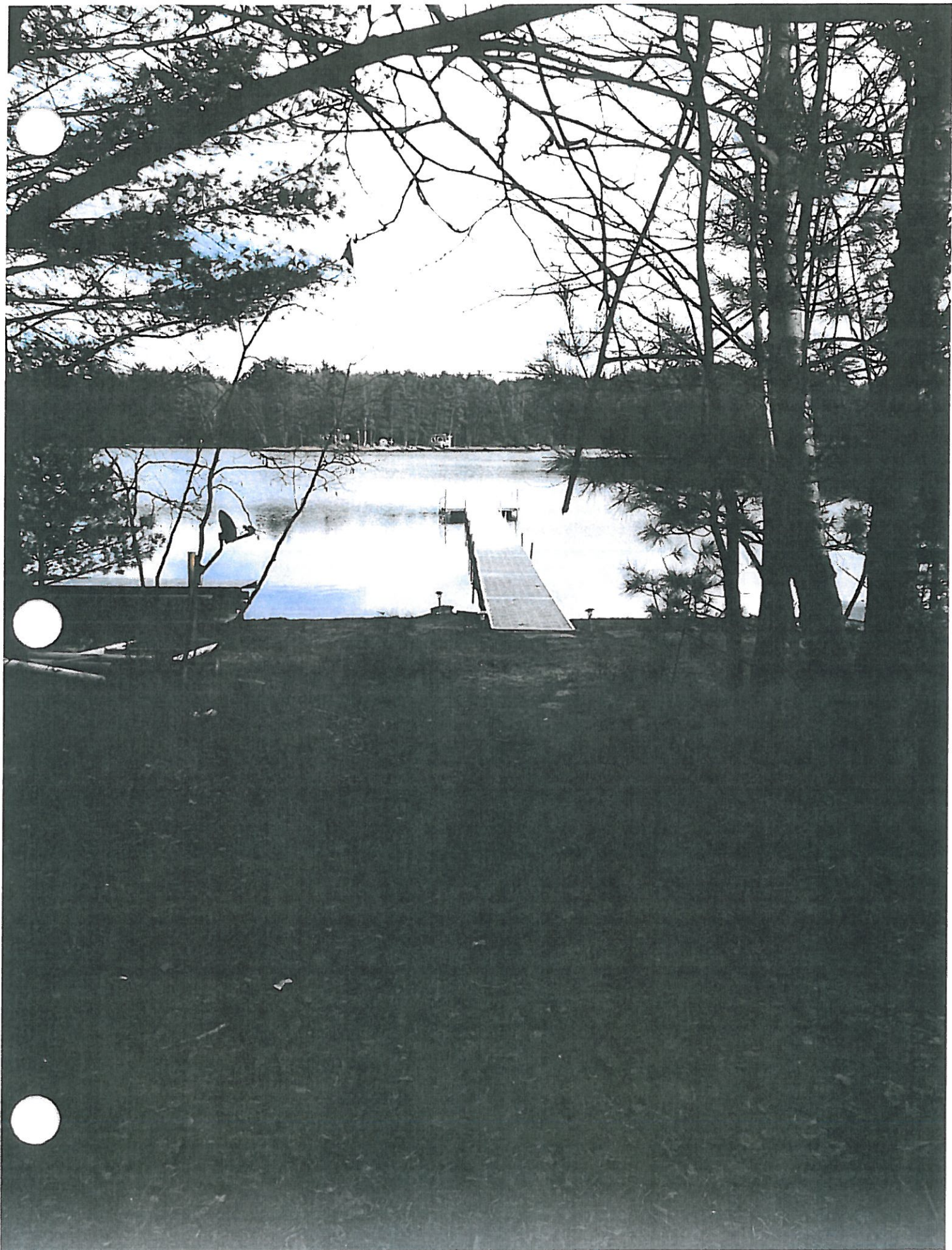
### Repair Estimate Summary

The above is an estimate based upon our inspection, and does not cover any additional parts or labor which may be subsequently discovered during the repair process. Occasionally, after repairs have commenced, damaged or broken parts are discovered which are not evident during the initial inspection. Prices on this estimate are good for thirty (30) days from the date of this estimate.

Parts Total	23,950.00
Labor Total	0.00
Shop Supplies	0.00
Sub Total	23,950.00
Sales Tax	1,437.00
Grand Total	25,387.00
Total Deductable	0.00
Paid By Warranty	0.00
Internal Paid By Dealer	0.00
Price Adjustments	0.00
Paid	0.00
<b>Balance Due By Customer</b>	<b>25,387.00</b>







# Twin Bay Docks and Products, Inc

982 E Commerce Drive

231-943-8420

## Estimate

Date	Estimate No.
5/10/2016	1735

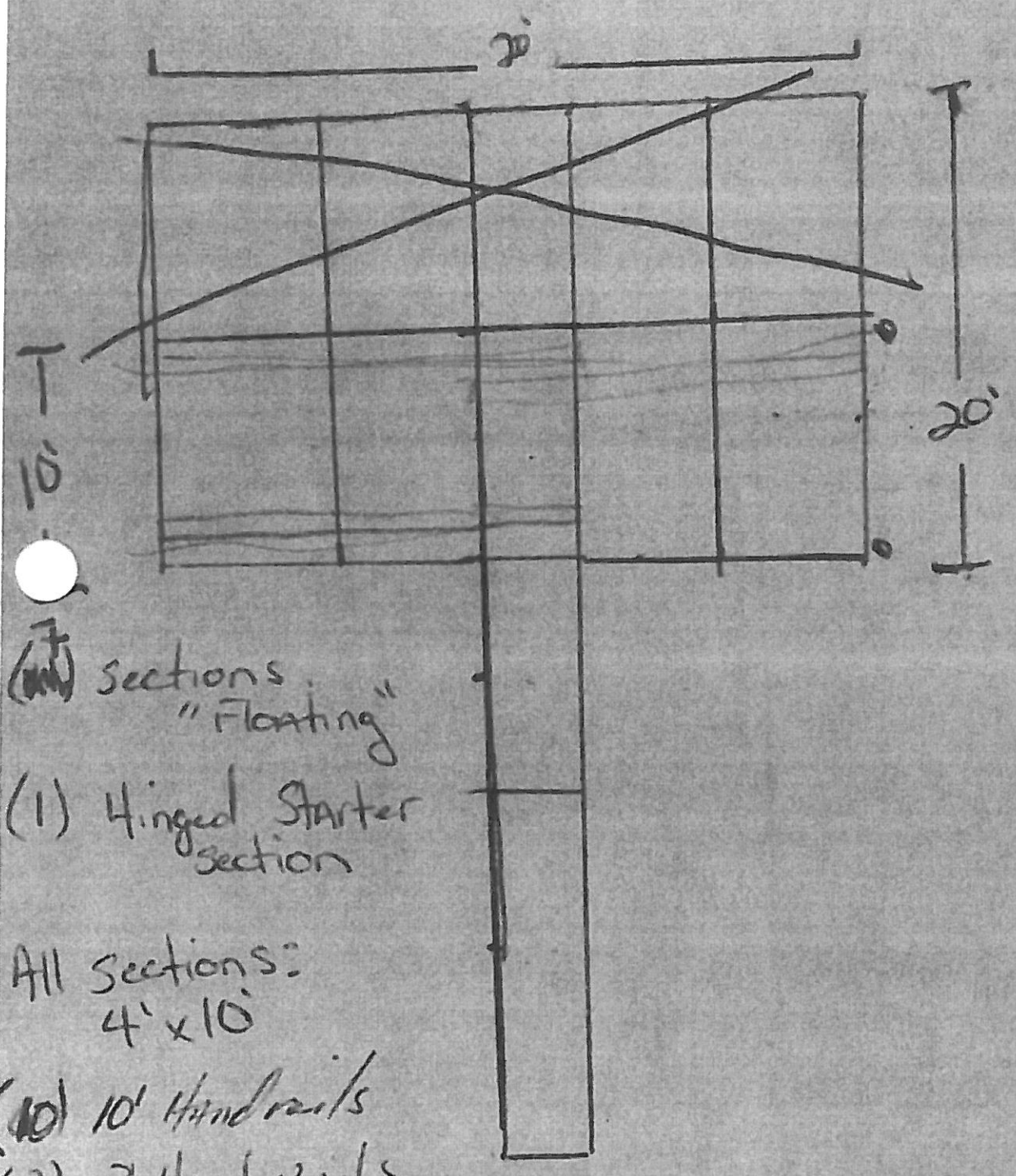
Ace Marine & Salvage, LLC  
 Kyle Thompson  
 2530 NE Silver Lake Rd  
 Traverse City, MI 49685

		Project	
Description	Qty	Rate	Total
48" x 10' Vinyl w/Aluminum Rails (BROWN)	1	650.00	650.00T
2'-4' Dock Leg, Adjusts to 36" to 40" to 48" width.	1	151.00	151.00T
8' End Cap	2	116.00	232.00T
Starter Section Brackets	1	42.00	42.00T
One Section Floating Dock with (2) 12' Poles, 2 Brackets, (1) 12 X 48 X 96 Float. BROWN	6	1,163.50	6,981.00T
72 L F HAND RAIL	1	1,872.00	1,872.00T
Subtotal			9,928.00
Boat Show Discount		-10.00%	-992.80
		<b>Sales Tax (6.0%)</b>	\$536.11
		<b>Total</b>	<b>\$9,471.31</b>

Phone #  
 231-943-8420

# Dock & hoist Layout

Lake Side



- (7) sections "floating"
- (1) Hinged Starter section

All sections:  
4' x 10'

- (10) 10' Hand rails
- (2) 8' Hand rails

Shore Side