

**CHARTER TOWNSHIP OF GARFIELD
SPECIAL MEETING BETWEEN THE CITY COMMISSION AND GARFIELD
TOWNSHIP BOARD**

Agenda

Monday, May 8, 2017 @ 6:00 pm

**Kirkbride Hall at the Grand Traverse Commons
700 Cottageview Drive, Suite 200, Traverse City, MI 49684**

ORDER OF BUSINESS

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

- 1. Public Hearing regarding the draft zoning regulation for the Grand Traverse Commons; and consideration of adoption of the proposed ordinance.**
- 2. Public Comment.**
- 3. Adjournment of Joint Special Meeting.**

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 Kay Schumacher, Clerk, Ph: (231) 941-1620, or TDD #922-4412.



Charter Township of Garfield

Planning Department Report No. 2017- 35

Prepared:	May 4, 2017	Pages:	1 of 1
Meeting:	May8, 2017 Joint Meeting	Attachments:	<input type="checkbox"/>
Subject:	Commons Ordinance		

OVERVIEW

As all of you are aware, a joint meeting was held between the Garfield Township Board, Traverse City Commission, and Joint Planning Commission (JPC) to discuss and introduce the new zoning regulations for the Grand Traverse Commons. Following discussion, there was a consensus to schedule a joint public hearing, which will take place MONDAY MAY 8, 2017 at Kirkbride Hall, located at 700 Cottageview Dr, Ste 200, located in the Grand Traverse Commons.

STAFF COMMENT

This project has been in the works for several years and has been drafted to regulate the development and re-development of the Grand Traverse Commons which is the largest known historic preservation project in the nation. This hybrid form based zoning code is also the first of its kind and after several years of preparation and meetings we hope to adopt the ordinance at the May 8th meeting. I have provided an agenda and draft resolution for your consideration, which provides the history and accomplishments to this point.

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

RESOLUTION # 2017-11-T

A RESOLUTION TO JOINTLY ADOPT ZONING ORDINANCE NO. 70 WITH THE CITY OF TRAVERSE CITY TO REGULATE THE DEVELOPMENT AND REDEVELOPMENT OF THE HISTORIC GRAND TRAVERSE COMMONS, in accordance with the provisions of Act 110 of the Public Acts of 2006, as amended.

WHEREAS the Charter Township of Garfield and the City of Traverse City desire to regulate the use, development and redevelopment of land pursuant to the authority of the Michigan Zoning Enabling Act, Act 110 of 2006, as amended; and

WHEREAS the Township Board in partnership with the City of Traverse City established the Grand Traverse Commons Joint Planning Commission, under the Joint Municipal Planning Act (Public Act 226); and

WHEREAS the Grand Traverse Commons Joint Planning Commission, was established to regulate the land and structures of the Grand Traverse Commons; and

WHEREAS the Michigan Zoning Enabling Act, Act 110 of 2006 allows for the adoption of a zoning ordinance to regulate land and to promote and safeguard the public health, safety, and general welfare; and

WHEREAS the Joint Planning Commission has undertaken a public process to develop a Proposed Zoning Ordinance to regulate the Grand Traverse Commons; and

WHEREAS the Joint Planning Commission following several public hearings recommended adoption of the Grand Traverse Commons Zoning Ordinance to the Garfield Township Board; and

WHEREAS the Joint Planning Commission held a joint meeting with the Garfield Township Board and the Traverse City Commission on January 23, 2017 to introduce the zoning ordinance; and

WHEREAS a notice of public hearing regarding the Proposed Zoning Ordinance was published in the Traverse City Record-Eagle on April 16, 2017, noting the opportunity for the public to comment upon the Proposed Zoning Ordinance at the special meeting held on May 8, 2017; and

WHEREAS the full final draft of the Proposed Zoning Ordinance was made available for review in person at the Township Hall and also on the Township's Website beginning on April 17, 2017 and continuing until the date of this Resolution; and

WHEREAS a Grand Traverse County Planning Commission review committee has also reviewed the ordinance and commended the Township for its efforts; and

WHEREAS the Charter Township of Garfield Board of Trustees and the Traverse City Commission find that it is in the best interest of the residents of the Grand Traverse Commons to adopt the proposed Zoning Ordinance and Zoning Map; and

NOW THEREFORE, BE IT RESOLVED, that proposed Ordinance No. 70, the Grand Traverse Commons Zoning Ordinance and Zoning Map, be adopted, and **BE IT FURTHER RESOLVED** that the Grand Traverse Commons Development regulations be repealed in their entirety and Ordinance No. 70 shall take effect upon the expiration of 7 days after publication.

MOVED:

SECONDED:

YEAS:

NAYS:

ABSENT AND EXCUSED:

ORDINANCE DECLARED ADOPTED.

By:

Charles S. Korn, Supervisor
Charter Township of Garfield

CERTIFICATION

I hereby certify that the above is a true copy of a resolution adopted by the Garfield Township Board at a special meeting held on May 8, 2017 pursuant to the required statutory procedures.

Lanie McManus, Clerk
Charter Township of Garfield

Introduced: January 23, 2017

Adopted:

Published:

Effective:

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD SPECIAL SITE VISIT MEETING**

May 9, 2017 at 4:30 p.m.

AGENDA

ORDER OF BUSINESS

Call meeting to order

Roll call of Board Members

- 1. Business to come before the Board**
 - a. Special site visit meeting to be held at 3000 Racquet Club Drive**
- 2. Public Comment**
- 3. Adjournment**

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

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May 4, 2017 TBSV

CHARTER TOWNSHIP OF GARFIELD TOWN BOARD MEETING

Tuesday, May 9, 2017 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 25, 2017 (Recommend Approval)

b. Bills -

General Fund
(Recommend Approval)

\$ 124,534.75

Gourdie-Fraser	
Developer's Escrow Fund	\$ 3,225.00
<u>Utility Receiving Fund</u>	<u>20,290.00</u>
Grand Total	\$ 23,515.00

(Recommend Approval)

- c. MTT Update (Receive and File)
- d. Consideration of approval of the Amended and Restated Master Sewer Agreement (2017) (Recommend Approval)

4. Items Remove from the Consent Calendar

5. Correspondence

- a. Email from Doug Spence regarding Barlow Street
- b. Grand Traverse Conservation District – April Report

6. Reports

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

7. Unfinished Business

- a. Public Hearing – PD Report 2017-30 - Zoning Ordinance Amendment No. 6 to Ordinance No. 68 – Hotel regulations
- b. Northwest Infrastructure Project – Water Storage Tank – Concrete Tank Architectural Options/Costs

8. New Business

- a. Presentation by Tom Vitale – Grand Traverse Conservation District
- b. Presentation by Matt Cowell - Selection of bid for an observation deck in wetland of Historic Barns Park
- c. Consideration of the City of Traverse City and the Charter Township of Garfield Recreational Authority's Comprehensive Annual Budget for the Fiscal Year 2017/2018
- d. Discussion of adoption of an Ethics Policy for Board members and Employees

9. Public Comment

10. Other Business

11. Adjournment

Lanie McManus, Clerk

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**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD MEETING
April 25, 2017**

Chuck Korn called the Town Board Meeting to order on April 25, 2017 at 6:00 p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan.

Pledge of Allegiance

Roll call of Board Members

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

1. Public Comment (6:01)

None

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

Duell moved and Blood Law seconded to approve the agenda as presented.

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

Nays: None

3. Consent Calendar (6:02)

a. Minutes

April 11, 2017 Meeting (Recommend Approval)

b. Bills

General Fund	\$46,613.32
(Recommend Approval)	

c. County Road Improvement Agreement between the Grand Traverse County Road Commission and Garfield Township (Recommend Approval)

Walters asked to remove Consent Calendar item b. and Duell asked to remove Consent Calendar item c. Both items were placed under Item 4.

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

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

Nays: None

4. Items Removed from the Consent Calendar (6:03)

a. Bills - General Fund

Walters inquired about the check made out to KLM Landscaping in the amount of \$4,200. McManus explained that a bill for 2016 fertilization was never received

from KLM. She has spoken to the company regarding the very tardy bill and said the budget may need to be amended to cover the 2017 costs.

Walters moved and Agostinelli seconded to pay the bills from the General Fund in the amount of \$46,613.32.

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

b. County Road Improvement Agreement between the Grand Traverse County Road Commission and Garfield Township

Duell clarified that there will be two applications of brine for the year at a cost of \$323.81 per application.

Duell moved and Schmuckal seconded to accept County Road Improvement Agreement between the Grand Traverse County Road Commission and Garfield Township.

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

Blood Law inquired into paving these few streets under SAD agreements.

5. Correspondence (6:10)

- a. Email from Melissa Johnson regarding Barlow Street improvements
- b. Numerous messages from residents regarding Barlow Street improvements.
Korn said that crosswalks need to be done by ordinance and the board talked about lighting on Barlow Street.

6. Reports

a. GT Metro Fire Department Report (6:15)

Deputy Chief Steve Apostle reported that it is wildfire season and residents should take extra caution when doing outdoor burning. The station had its first fatality from a fire in Acme on April 9th. The older gentleman already had medical issues which may have contributed to the death. The department went on a rescue in the woods near the Commons and assisted a woman with an open wound from a fallen tree. He explained how Metro responds to calls and said that Northflight may begin to charge for lift assists.

b. County Commissioner's Report (6:25)

Commissioner Tom Mair said that they have had a study session on the pension debt and will have another one soon. The county hired a search firm to assist with the search for a new county administrator. He asks for township input on the position at a presentation on Thursday, May 4th. They are looking for various people from all walks of life who would like to serve on a committee to make a decision on a new administrator.

c. Personnel Committee Report (6:29)

Schmuckal reported that there has been another resignation and the position has been posted until April 28th after finding out that the Board did not have to formally accept a resignation before action could be taken. The committee hopes to interview candidates for the vacancies in early May.

Schmuckal moved and Duell seconded to hire Eric Perdonik as Deputy Planner, effective immediately.

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

Nays: None

d. Treasurer's Report (6:33)

Blood Law reviewed the main changes in the accounts with board members.

e. Clerk's Report (6:36)

McManus said that the public accuracy test was held last night and it went well. Absentee voter ballot numbers are down for this election compared to last November's election, but are about par for a single issue election.

h. Supervisor's Report (6:38)

Korn commented that there was an Open House for residents of Oak Terrace regarding the upcoming road project. He said that the turnout was excellent. He picked up some good information at the recent MTA conference on signage and the medical marijuana issue. The MTA suggested that municipalities have an ethics policy and Korn will look into it for the township. He also attended a session on intergovernmental agreements. He added that the final wastewater treatment contract draft has been submitted and that the final contract will be submitted to the Board for approval. At the GT Metro meeting they are reviewing the leases for the various facilities and discovering that the terms of those leases are not being followed. There will be more discussion on these leases.

7. Unfinished Business**a. Awarding of bid for Potable Water Storage Tank (6:43)**

Township Engineer Jennifer Hodges explained the RFP's for the water tank. She said that there were four bidders. She reviewed all options with Board members and presented a video on the two top options and how they may look on the site. Board members agreed on a concrete tank with DN Tanks Inc. Hodges will bring back tank colors and other options for the tank at the next meeting.

Walters moved and Schmuckal seconded to accept the bid from DN Tanks to construct a new water tank in the Township.

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

Nays: None

b. Update on SAW Grant and consideration of Assessment Management Plan Proposal (7:12)

Engineer Jennifer Hodges said last year the Township was awarded the SAW grant and she continues to monitor sewer capacity. She indicated that the US 31 corridor is one area that sees problems in pump stations and siphons and would benefit from a flow meter. The costs are within the scope of the grant and she is merely asking for township approval to proceed.

Walters moved and Duell seconded to approve of a flow meter study on US 31.

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

8. New Business

a. Grand Traverse Road Commission's Presentation regarding Logan's Landing/South Airport Road Intersection improvements (7:17)

Garth Greenan from the County Road Commission presented information to the Board about work that will be done to the Logan's Landing/South Airport Road corridor. There will be an adaptive signal system with wireless devices that detect traffic in the roadways and signals will change accordingly. The new intersections are called "RCUT" or reverse crossing U turn intersections. Board members discussed the RCUT and asked questions about the project.

b. PD 2017-31 – BVNP Oversight (7:53)

Korn explained that this was to approve the engineering oversight in the already approved improvements to the Boardman Valley Nature Preserve. Grant funds must be expended by June 30th of this year.

Schmuckal moved and Agostinelli seconded THAT that the contract provided by Prein and Newhof for Construction Observation services in the amount of \$12,150 be accepted and taken from the Parks and Recreation budget.

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

c. MDOT Presentation Regarding US 31 Signalization (7:38)

Garret Dawe, MDOT Project Engineer Manager addressed the board and talked about the new US 31 signalization upgrade project. This project will be taking place in the fall of 2019 and will encompass 21 traffic signals in the area. There will be some new radio communications and some complete upgrades at traffic lights. The new upgrades will allow traffic to run smoothly in the region. MDOT is currently going out for bids on the new adaptive equipment.

9. Public Comment: (7:56)

Scott Mills, of Leelanau county is opening a business in Garfield Township which brews kombucha tea. They are seeking local government approval to be able to apply for licensing at the state level. McManus explained that the permitting for the business was still not in place and the matter may be taken up by the Board at the next meeting.

10. Other Business (8:05)

Walters warned against eavesdropping with the video surveillance system in the building. Duell said the sheriff's department did an excellent job when there were three incidents of criminal activity at his farm.

11. Adjournment

Korn adjourned the meeting at 8:09 p.m.

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

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

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN General						
04/13/2017	GEN	35902	0130	ANNE WENDLING	CONTRACTED SVCS	273.00
04/13/2017	GEN	35903	0930	BRENDA BURROWS	FRONT DESK	240.00
04/13/2017	GEN	35904	0064	CITY OF TRAVERSE CITY	170975-98310	10.61
04/13/2017	GEN	35905	0048	CONSUMERS ENERGY	100000311801	6,616.25
04/13/2017	GEN	35906	0124	ENGINEERED PROTECTION SYS.	SVC AGREEMENT 5.1-7.31.17	354.75
04/13/2017	GEN	35907	0001	GARFIELD CHARTER TOWNSHIP	HSA	155.00
04/13/2017	GEN	35908	0050	INTEGRITY BUSINESS SOLUTIONS	PAPER	89.97
04/13/2017	GEN	35909	0434	LAND INFORMATION ACCESS ASSOC	TV	380.00
04/13/2017	GEN	35910	MISC	MITCHELL GRAPHICS INC	CERTIFICATION LABELS	121.00
04/13/2017	GEN	35911	0021	PITNEY BOWES INC.	LEASING CHARGE	393.63
04/13/2017	GEN	35912	0509	TEAMSTERS LOCAL 214	UNION DUES	151.00
04/13/2017	GEN	35913	0202	UNITED WAY	UNITED WAY	90.00
04/13/2017	GEN	35914	0006	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	1,909.00
04/18/2017	GEN	35915	0020	CHUCK KORN	MILEAGE	215.93
04/18/2017	GEN	35916	0375	FIFTH THIRD BANK	5473785478000162	862.82
04/18/2017	GEN	35917	0375	FIFTH THIRD BANK	5473785400027192	290.05
04/18/2017	GEN	35918	0903	I. T. RIGHT	INTERNAL SSD	168.59
04/18/2017	GEN	35919	0911	KLM LANDSCAPE	2016 PARK FERTILIZER	4,200.00
04/18/2017	GEN	35920	0434	LAND INFORMATION ACCESS ASSOC	2ND QTR PEG FEES	24,011.46
04/18/2017	GEN	35921	0557	MAPLE RIVER DIRECT MAIL	1ST QTR POSTAGE	13.05
04/18/2017	GEN	35922	0941	MICHIGAN MUNICIPAL LEAGUE	DEPUTY PLANNER AD	250.40
04/18/2017	GEN	35923	0498	NORTHERN MI JANITORIAL SUP	SUPPLIES	202.60
04/18/2017	GEN	35924	0181	OLSON, BZDK, & HOWARD	LEGAL FEES	681.50
04/18/2017	GEN	35925	0054	SONDEE, RACINE, & DOREN	LEGAL FEES	609.46
04/18/2017	GEN	35926	0051	THE COPY SHOP	JOINT PLANNING BOOKLETS	102.06
04/18/2017	GEN	35927	0142	VERIZON	PHONES	221.19
04/24/2017	GEN	35928	0001	GARFIELD CHARTER TOWNSHIP	2016 FINAL DISTRIBUTION	43,594.79
04/26/2017	GEN	35929	0053	AFLAC	AFLAC	591.98
04/26/2017	GEN	35930	0375	FIFTH THIRD BANK	HSA	1,840.93
04/26/2017	GEN	35931	0001	GARFIELD CHARTER TOWNSHIP	GIS AGREEMENT	155.00
04/26/2017	GEN	35932	0086	GRAND TRAVERSE COUNTY TREAS	7.22.17 PARK RES CANCELLATION	9,528.00
04/26/2017	GEN	35933	MISC	MARY MAREK	WORKSHOP - P. CLINE	20.00
04/26/2017	GEN	35934	0047	MICHIGAN ASSOC OF PLANNING	BVNP PROF SVCS	260.00
04/26/2017	GEN	35935	0937	PREIN & NEWHOF	INSURANCE	8,843.50
04/26/2017	GEN	35936	0926	PLIC - SBD GRAND ISLAND	INSURANCE	1,207.64
04/26/2017	GEN	35937	0145	PRIORITY HEALTH	INSURANCE	12,060.89
04/26/2017	GEN	35938	0036	SMITH HAUGHY RICE & ROEGGE	#113654	185.00
04/26/2017	GEN	35939	0915	SUPERFLEET	GAS	132.72
04/26/2017	GEN	35940	0391	THE GUARDIAN	LIFE INSURANCE	894.04
04/26/2017	GEN	35941	0202	UNITED WAY	UNITED WAY	90.00
04/26/2017	GEN	35942	0006	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	1,909.00
04/27/2017	GEN	35943	0019	JEANE BLOOD LAW	MILEAGE	75.44
04/27/2017	GEN	35944	0137	MICHIGAN ASSESSORS ASSOCIATION	SUMMER CONFERENCE	250.00
05/02/2017	GEN	35945	0890	JIMMY JOHN'S	ELECTION LUNCHEES	292.50

GEN TOTALS:

Total of 44 Checks:

Less 0 Void Checks:

Total of 44 Disbursements:

124,534.75

0.00

124,534.75



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

3. b.

April 26, 2017

**SUMMARY OF MARCH/APRIL BILLINGS FOR
 APPROVAL FROM GARFIELD TOWNSHIP**

I. Developer's Escrow Fund

1. Engineering consulting services for storm water site plan review City Church Expansion (Keystone Road), Escrow# 214.836 Project# 17029C Invoice No. 17029308	215.00
2. Engineering services for plan review, Part 41 permit assistance and construction services. North Bay Produce Campus Development - Sewer Extension Project# 16219 Invoice No. 1621904	2,310.00
3. Engineering services for construction administration, observation, materials testing and project turn over for the existing force main, gravity sewer modifications. Oleson's Services Drive Project# 16290 Invoice No. 1629002	700.00
Total	3,225.00

II. Utility Receiving Fund

1. Engineering services for final design, bidding, construction services. NW Service District Water System Improvements (Water Storage Tank) Project# 16037 Invoice No. 1603706	16,680.00
2. Engineering services for plan review, bidding and construction services. Oak Terrace Water & Sewer Extension Project# 16106 Invoice No. 1610603	3,610.00
Total	20,290.00
GRAND TOTAL	\$23,515.00

Invoice



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

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

April 26, 2017
Project No: 17029C
Invoice No: 17029308

Re: City Church Expansion (Keystone)
Escrow: Escrow# 214.836

Services Performed: Engineering service for storm water site plan review.
Professional Services from March 19, 2017 to April 22, 2017

Professional Personnel

	Hours	Amount
Sr. Project Manager	1.00	
Design Engineer	1.00	
Totals	2.00	
Total Labor		215.00
Total this Invoice		\$215.00

Invoice



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

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

April 26, 2017
Project No: 16219
Invoice No: 1621904

Re: North Bay Produce Campus Development - Sewer Extension

Services Performed: Engineering services plans review and Part 41 permit assistance. Construction observation and administration. Project turnover to review drawing, reports, close out documents and turnover documentation to township as detailed in letter dated July 1, 2016 to Garfield Township Board of Trustees.

Project Location: Traverse City, Garfield Township, Grand Traverse County, Michigan.

Professional Services from March 19, 2017 to April 22, 2017
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineering Review	1,500.00	100.00	1,500.00	1,500.00	0.00
Construction Observation/Inspection	3,500.00	100.00	3,500.00	1,190.00	2,310.00
Construction Administration	750.00	0.00	0.00	0.00	0.00
Close Out Services	500.00	0.00	0.00	0.00	0.00
Total Fee	6,250.00		5,000.00	2,690.00	2,310.00
			Total Fee		2,310.00
				Total this Invoice	\$2,310.00

Invoice



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

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

April 26, 2017
Project No: 16290
Invoice No: 1629002

Re: Oleson's Service Drive (Escrow Account)

Services Performed: Construction administration, observation, material testing and project turnover for the existing forcemain, gravity sewer modifications.

Project Location: US-31 South, Traverse City, Garfield Township, Grand Traverse County, Michigan.

Professional Services from January 1, 2017 to April 22, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction	400.00	100.00	400.00	200.00	200.00
Observation/Inspection					
Admin./Close Out/Project Turnover	500.00	100.00	500.00	0.00	500.00
Total Fee	900.00		900.00	200.00	700.00
		Total Fee			700.00
				Total this Invoice	\$700.00

Invoice



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

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

April 26, 2017
 Project No: 16037
 Invoice No: 1603706

Re: NW Service District Water System Improvements

Services Performed: Engineering and construction services for final design, bidding, construction staking, observation and administration, close out and record drawings for watermain extension.

Project Location: Harris Road and Cedar Run Road, Garfield Township, Grand Traverse County, Michigan.

Professional Services from March 19, 2017 to April 22, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
WATER STORAGE TANK	0.00	0.00	0.00	0.00	0.00
Research	15,000.00	100.00	15,000.00	15,000.00	0.00
Engineering Design	25,000.00	100.00	25,000.00	25,000.00	0.00
Topographic Survey	5,000.00	100.00	5,000.00	5,000.00	0.00
Bidding	5,000.00	100.00	5,000.00	0.00	5,000.00
Construction Staking	5,000.00	0.00	0.00	0.00	0.00
Construction Administration	10,000.00	25.00	2,500.00	0.00	2,500.00
Construction Inspection	25,000.00	0.00	0.00	0.00	0.00
Record Drawings/Close Out	3,500.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
WATERMAIN EXTENSIONS	0.00	0.00	0.00	0.00	0.00
Prop. Acquisition/Utility Research	10,000.00	75.00	7,500.00	3,500.00	4,000.00
Final Design/Permitting	50,000.00	60.00	30,000.00	25,000.00	5,000.00
Topographic Survey	15,000.00	50.00	7,500.00	7,500.00	0.00
Bidding	6,500.00	2.00	130.00	0.00	130.00
Construction Staking	20,000.00	0.00	0.00	0.00	0.00
Construction Administration	25,000.00	0.00	0.00	0.00	0.00
Construction Inspection	120,000.00	0.00	0.00	0.00	0.00
Record Drawings/Close Out	9,500.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
INFRASTRUCTURE UPGRADE/BOOSTER STATION	0.00	0.00	0.00	0.00	0.00
Research	25,000.00	30.00	7,500.00	7,500.00	0.00
Final Design/Permitting	69,100.00	10.00	6,910.00	6,910.00	0.00
Topographic Survey	15,000.00	0.00	0.00	0.00	0.00
Bidding	6,850.00	0.00	0.00	0.00	0.00
Construction Staking	5,000.00	0.00	0.00	0.00	0.00
Construction Administration	30,000.00	0.00	0.00	0.00	0.00
Construction Inspection	20,350.00	0.00	0.00	0.00	0.00
Record Drawings/Close Out	6,500.00	0.00	0.00	0.00	0.00
Total Fee	527,300.00		112,040.00	95,410.00	16,630.00
		Total Fee			16,630.00

Reimbursable Expenses

Reproduction				
4/20/2017	MITA	PORTABLE WTR TANK RFP ADVERTISEMENT	50.00	
	Total Reimbursables		50.00	50.00
		Total this Invoice		\$16,680.00

Invoice



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

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

April 26, 2017
 Project No: 16106
 Invoice No: 1610603

Re: Oak Terrace Water & Sewer Extension

Services Performed: Engineering preliminary and final design, bidding, construction observation, construction administration and close out services as detailed in memo dated April 20, 2016 to Garfield Township Board of Trustees.

Project Location: Traverse City, Garfield Township, Grand Traverse County, Michigan.

Professional Services from July 31, 2016 to April 22, 2017
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Design	2,500.00	100.00	2,500.00	2,500.00	0.00
Final Design	7,000.00	100.00	7,000.00	7,000.00	0.00
Bidding	1,000.00	100.00	1,000.00	1,000.00	0.00
Construction Observation/Inspection	10,000.00	16.00	1,600.00	0.00	1,600.00
Construction Administration	3,000.00	67.00	2,010.00	0.00	2,010.00
Close Out Services	1,500.00	0.00	0.00	0.00	0.00
Total Fee	25,000.00		14,110.00	10,500.00	3,610.00
Total Fee					3,610.00
Total this Invoice					\$3,610.00

MTT U
Prepared for Gar. p Board

Docket #	Parcel No(s)	Owner	Property Address	Year(s) in Contention	Assessor's Values		Petitioner's Values		Value Differences		Status Notes	
					Assessed	Taxable	Assessed	Taxable	Assessed	Taxable		
1 15-001617	008-027-00	Baruch SLS Inc	4841 N Long Lake Rd.	2015	\$ 359,400	\$ 359,400	-	-	\$ (359,400)	\$ (359,400)	12/9/15 Rec'd order to place case in abeyance until Supreme Court decides on the Saginaw Co case. 9/26/16 Added 2016	
	008-027-10	Baruch SLS Inc	4825 N Long Lake Rd	2015	\$ 141,900	\$ 141,900	-	-	\$ (141,900)	\$ (141,900)		
	008-028-00	Baruch SLS Inc	4885 N Long Lake Rd	2015	\$ 419,400	\$ 419,400	-	-	\$ (419,400)	\$ (419,400)		
	900-363-98	Cherry Hill Haven	4885 N Long Lake Rd	2015	\$ 5,500	\$ 5,500	-	-	\$ (5,500)	\$ (5,500)		
2 16-003616	008-027-00	Baruch SLS Inc	4841 N Long Lake Rd.	2016	\$ 334,300	\$ 334,300	-	-	\$ (334,300)	\$ (334,300)	4/26/17 Atty will send paperwork for withdrawal. 4/26/17 Stip signed and returned.	
	008-027-10	Baruch SLS Inc	4825 N Long Lake Rd	2016	\$ 136,000	\$ 136,000	-	-	\$ (136,000)	\$ (136,000)		
	008-028-00	Baruch SLS Inc	4885 N Long Lake Rd	2016	\$ 414,000	\$ 414,000	-	-	\$ (414,000)	\$ (414,000)		
	900-363-98	Cherry Hill Haven	4885 N Long Lake Rd	2016	\$ 6,600	\$ 6,600	-	-	\$ (6,600)	\$ (6,600)		
3 15-003858	015-025-22	WODA Boardman Lake Ltd Div	2960 Feiger Ln	2016	\$ 708,300	\$ 666,499	\$ 435,000	\$ 435,000	\$ (273,300)	\$ (231,499)	4/14/17 Rec'd judgment.	
	015-025-30	Boardman Lake Dr	1,739,700		\$ 1,719,441	\$ 1,065,000	\$ 1,065,000	\$ (674,700)	\$ (654,441)	\$ (885,940)		\$ (885,940)
			2,448,000		\$ 2,385,940	\$ 1,500,000	\$ 1,500,000	\$ (948,000)	\$ (948,000)	\$ (39%)		\$ (39%)
4 16-003585	021-009-00	Wellington Real Estate, Inc	2800 N US 31 South	2015	\$ 903,500	\$ 775,533	\$ 450,000	\$ 450,000	\$ (453,533)	\$ (325,533)	4/18/17 Rec'd judgment.	
	021-009-00	Olive Garden	2800 N US 31 South	2016	\$ 762,400	\$ 762,400	\$ 450,000	\$ 450,000	\$ (312,400)	\$ (312,400)		
5 016-002436	021-015-00 & Grand Traverse Mall LLC	Darden #0021670	3200 W South Airport Rd	2016	\$ 21,593,800	\$ 21,483,557	\$ 12,462,460	\$ 12,462,460	\$ (9,131,340)	\$ (9,021,097)	3/20/17 Rec'd order to compel discovery; extend; remove from Sept & add to Dec Prehearing General Call. 4/4/17 Rec'd interrogatory responses. Appraiser: Mike Ellis cost: \$27,500 (Garf/GT Co-\$6,875ea) 3/10/17 Rec'd order of dismissal.	
	Valuation Disclosure Due: 10/3/17	Olive Garden	2691 N US 31 South		\$ 89,500	\$ 64,709	\$ 37,540	\$ 37,540	\$ (51,960)	\$ (27,169)		
	Valuation Disclosure Due: 10/3/17	Judge: Steven Lasher			\$ 21,683,300	\$ 21,548,266	\$ 12,500,000	\$ 12,500,000	\$ (9,183,300)	\$ (9,048,266)		
	Valuation Disclosure Due: 10/3/17	ARCPL Portfolio V LLC	2691 N US 31 South		\$ 583,800	\$ 569,403	\$ 350,000	\$ 350,000	\$ (233,800)	\$ (219,403)		
6 16-003409	021-043-00	Fifth Third Bank	3535 W South Airport Rd	2016	\$ 1,320,600	\$ 661,653	\$ 300,000	\$ 300,000	\$ (1,020,600)	\$ (361,653)	4/5/17 Spoke with Atty, she is working with client on where they want to go with this case.	
	021-043-00	Red Lobster	Judge: Marcus Abood		\$ 27,689,000	\$ 26,818,562	\$ 15,100,000	\$ 15,100,000	\$ (12,589,000)	\$ (11,718,562)		
7 16-003352	TOTALS:			2015	\$ 1,829,700	\$ 1,701,733	\$ 450,000	\$ 450,000	\$ (1,379,700)	\$ (1,251,733)	Garfield Potential Tax Loss	
	TOTALS:			2016	\$ 27,689,000	\$ 26,818,562	\$ 15,100,000	\$ 15,100,000	\$ (12,589,000)	\$ (11,718,562)		
	TOTALS:			2017								
					SETTLED VALUES:		2015	\$ (2,503,471)				
							2016	\$ (23,437.12)				
							2017	\$ -				
							2015	\$ (87.07)			ACTUAL TWP TAX LOSS	
							2016	\$ (56.41)				
							2017	\$ -				

3. c.



MEMO

To: Acme, East Bay, Elmwood, Garfield, and Peninsula Townships
 From: John Divozzo
 Date: April 21, 2017
 Subject: **Amended and Restated Master Sewer Agreement (2017)**

The Board of Public Works discussed the final draft of a revised master Sewer Agreement at its regular meeting on April 18th. In addition, the BPW Finance Committee (made up of the Township Supervisors) reviewed and discussed this document at its regular meeting on Tuesday. Both entities recommend that all parties approve the document as written.

The DPW has been asked to provide a summary of the changes and to attend township meetings to present the document for discussion and answer questions.

First, how did we we get to this point.

As you may know, the City began the replacement of the Plant's membranes in 2014, having installed a total of four (4) membranes as of December 2016 and planning annual replacement thereafter. The classification of these replacements as maintenance costs (by the City) was disputed by the DPW (BPW). This dispute represents approximately 10% of the project costs – roughly \$196,000.

The parties agreed to mediation as a means to settle the dispute and avoid litigation. The current Agreement (2001) allows for disputes of this nature to be settled through mediation. The parties met in December 2016 to mediate the issue. The 2017 Agreement is a direct result of mediation.

Second, what are the changes to the Agreement that are reflected in the 2017 document?

1. Capacity Ownership (Townships) increased to 45% (previously 40%) or 425,000 gpd to average daily flow. Previously, 3.4 MGD. Proposed, 3.825 MGD.
2. Option to lease additional 4% for the duration of the agreement or when the City flow reaches 80% of its owned capacity.
3. Inclusion of a Planning Process at specific levels of utilized capacity; 75% of the Plant's design flow of 8.5 MGD or 80% of either party's owned capacity.
4. Calculation of flow changed from 'peak average daily' to 'average annual daily'.
5. Costs to be shared based on flow; except for outstanding bond issues, which will continue to be shared based on owned capacity.
6. Clearer language regarding communication between the parties, with an emphasis on budget and project planning.
7. Disputed charges to be paid by the Townships.
8. Requires an update to the Multi-User Facilities portion of the Agreement.

Third, what are the benefits to the townships?

The Townships owned capacity is increased 5%; the current owned capacity is 40% - so a total of 45% owned capacity. Current daily flow is 3.4MGD; proposed daily flow is 3.825MGD – an increase of 0.425MGD (2000+ Benefits).

Also, current contract terms require the use of peak average day to determine if a party is over/under capacity. The reference to peak average day has been replaced with average day. So now, the average daily flow is used to determine over/under capacity. Peak flow has historically been close to 1.15 times greater than average flow; representing a difference of 0.30MGD (1300+ Benefits) or 3.5% capacity.

Also, the Townships are allowed to “pool” capacity, which eliminates an individual township from being in an over-capacity situation; avoiding the need to purchase additional capacity or incurring a penalty of 15% on treatment costs.

Fourth, what is the downside?

The townships agree to pay the disputed amount on the membrane project to the City – approximately \$196,000 (one-time payment). The townships will also be paying an additional 5% on the debt service at the Plant (approximately \$100,000 per year total). These costs are shared amongst the townships per the Sharing Agreement as follows:

Twp	% BPW	Disputed Amt	Bond Pymt
Acme	10.6%	\$ 20,776	\$10,600
East Bay	20.7	\$ 40,572	\$20,700
Elmwood	7.9	\$ 15,484	\$ 7,900
Garfield	55.3	\$108,388	\$55,300
<i>STF</i>	<i>1.0</i>	<i>\$1,960</i>	<i>\$1,000</i>
<i>Blair</i>	<i>0.9</i>	<i>\$1,764</i>	<i>\$ 900</i>
Peninsula	3.6	\$ 7,056	\$ 3,600

I will be available to present this information to your boards at your next available meeting. Below is the schedule for each township; just email or call to let me know when you want me there. If there is a conflict, I might be able to attend both on the same night, if time allows.

Acme	1 st Tuesday (5/9)	7:00 pm
East Bay	2 nd Monday (5/8)	6:30 pm
Elmwood	2 nd Monday (5/8)	6:00 pm
Garfield	2 nd Tuesday (5/9 or 5/23)	7:00 pm
Peninsula	2 nd Tuesday (4/25)	7:00 pm

If you have any questions, please do not hesitate to contact me.

**Amended and Restated Master Sewer
Agreement (2017)**

An Agreement Among the City of Traverse City, Grand
Traverse County acting through its Board of Public Works,
the Townships of Acme, East Bay, and Peninsula and the
Charter Townships of Elmwood and Garfield

AMENDED AND RESTATED **MASTER SEWER AGREEMENT (2017)**

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AMENDED AND RESTATED MASTER SEWER AGREEMENT (2017)

1. Parties

The parties to this Master Sewer Agreement (2017) are the Townships of Acme and Peninsula, the Charter Townships of Garfield and East Bay in Grand Traverse County, and the Charter Township of Elmwood in Leelanau County (all of which are collectively called the Townships”) the City of Traverse City (the City), and Grand Traverse County (the County) acting through its Board of Public Works (the B.P.W.).

2. Effective Date

This Agreement shall come into being and be effective on January 1, 2017.

3. Term

The term of this Agreement shall extend from the effective date until June 30, 2041. The parties agree to meet every five years to review the operation of the Agreement and to consider whether amendments are appropriate in light of experience and then-prevailing conditions.

4. Subject Matter

This Agreement defines the allocation of costs of, and establishes certain rights and responsibilities with respect to, the Wastewater Treatment Plant and appurtenances located in the City of Traverse City, herein called the Treatment Plant. This Agreement also defines certain rights and responsibilities of the parties with respect to multi-user facilities such as sewer lines and pumping stations used by more than one party to handle or transport sewage to the Treatment Plant. The County is the owner of the Treatment Plant. Currently, the City is the owner of all the multi-user facilities. The City is the exclusive manager of the Treatment Plant for the benefit of itself and the Townships. The City shall continue to hold and administer necessary permits for operation of the Treatment Plant.

Ownership of the Treatment Plant will revert to the City when all of the currently existing bonds issued by the County to finance the Treatment Plant are retired.

5. Other Agreements

This Agreement amends and restates in its entirety a certain Master Sewer Agreement covering the same subject matter among the same parties effective July 1, 1987 and the Master Sewer Agreement (2001).

6. Capacity Rights

A. Ownership

Each of the following parties owns the proportion of the treatment capacity of the Treatment Plant set forth below:

Party	Capacity Right	Flow ¹ in Gallons Per Day	B.O.D. ² in Lbs Per Day
Townships	45.0 %	3.825	9,091
Traverse City	55.0%	4.675	11,112
Total	100%	8.500	20,203

Note: Actual Loadings (lbs/day) and Flow Capacity (MGD) are subject to change with a change in permit requirements or plant conditions. Owned percentage will not be effected

B. Total Capacity Defined

The Treatment Plant for purposes of this Agreement is defined to have the total capacity to treat an average of 8.5 million gallons per day (MGD) of sewage flow, and 20,203 pounds per day (lbs/day) of BOD (5 day biochemical oxygen demand). The capacity rights and limitations assigned to the Townships and the City under this Agreement apply to flow and BOD, as well as to any other condition, factor, or material which serves to limit the capacity of the Treatment Plant. The stated capacity for sewage flow depends upon, among other things, the strength of the sewage, measured as BOD loading in lbs/day. As BOD loadings increase, the hydraulic capacity is reduced. Exhibit C. Part 3 attached hereto and made a part hereof sets out the relationship between sewer flow, and the BOD loadings of the waste water.

Where capacity is leased by the Townships, the quantity of leased capacity shall be added to the owned capacity of the Townships and deducted from the owned capacity of the City to determine each party's total capacity.

C. Limitation

No party shall exceed the owned and leased capacity allocated to that party pursuant to this Agreement.

¹ The current capacity of the Treatment Plant is 8.5 million gallons per day and 20,203 lbs per day of B.O.D. In the event the total capacity or total B.O.D changes the parties shall retain their proportionate share based upon capacity ownership.

Measurement of capacity use shall be based upon average daily flows and average daily B.O.D loadings during each fiscal year beginning July 1ST. A detailed description of the method of computation of capacity use is found in Exhibit C attached hereto and made a part hereof.

The City or its designee shall provide regular reports on the parties' flows and BOD loadings on a monthly basis or as otherwise agreed to by the parties.

Capacity shall not be deemed exceeded if:

(1) Special Contracts

The excess is attributable to special contracts as provided in paragraph 8 of this Agreement; or

(2) Acts of God

The excess results from an act of God including storms which exceed design parameters, mechanical or structural failure, or an extraordinary occurrence, lasting not more than seven (7) days; or

(3) Events

The excess is attributable to an event attracting large numbers of people which temporarily results in overloading systems which are normally able to meet the demands placed upon them, which event lasts not more than seven (7) days in any year.

(4) Dispute

In the event of a dispute whether a condition or occurrence is excepted within this sub-section D. or is a condition of over-capacity requiring the procedures of sub-section E hereof, the determination of the Board of Public Works made in good faith after notice and hearing shall be final.

D. Enforcement

Upon a determination of Traverse City that a party has exceeded its capacity as provided in this Agreement, the parties shall proceed to enforce the limitations as follows:

(1) Notice

Upon receipt of written notice from the City that a party has exceeded its capacity, the offending party, shall immediately stop the issuance of permits for new or

expanded connections³ to the sanitary sewer system if the sanitary waste from the new or expanded connection will flow to the Treatment Plant. This ban will remain in place until the offending party has taken the necessary steps to bring its flows within its capacity. The Board of Public Works with the concurrence of the City of Traverse City shall have the right to grant an exception to the ban in cases of undue hardship where it determines that the exception will not imperil the operation of the Treatment Plant. The exception may contain such conditions, including limits on duration, as the B.P.W. with concurrence of the City deems proper.

(2) Plan

Within sixty (60) days after receipt of notice from the City Manager that the party has exceeded its capacity, unless a longer time is granted by the Board of Public Works for good cause, the offending party shall submit a written plan to bring its capacity use at the Treatment Plant within the limits of this Agreement. The plan shall address (1) replacement or repair of defective or inadequate structures, (2) restriction of its flows to the plant; and (3) acquisition of additional capacity through purchase, lease or construction. The plan shall include the steps to be taken, significant milestones for their accomplishment and the method of financing the steps where applicable. The Board of Public Works with the concurrence of the City of Traverse City may grant exceptions to the ban on new connections if it determines that the plan has been approved, that the party is proceeding in good faith to implement the plan, and that the granting of an exception will not imperil the operation of the Treatment Plant.

a. Action

The Board of Public Works with the concurrence of the City of Traverse City shall approve or deny the plan with such amendments as the offending party and the B.P.W. shall agree upon at the next regularly scheduled board meeting following the receipt of the plan or amended plan.

b. Approval

If the plan is approved, the offending party shall proceed to follow the plan in good faith. If the party fails to follow its approved plan, then the

³ A "new connection" is the physical joining, which did not exist before, of a building sewer to a public sewer main such that sanitary sewage is conducted into the public system. An "expanded connection" is a physical joining which, although a physical joining may have existed before, has increased capacity to conduct sanitary sewage into the public system, or, a connection previously existing which carries an additional quantity of sanitary sewage into the public sewer system by reason of a change in use or increase in use if the change or increase in use requires the issuance of a permit under controlling sewer ordinance or regulation.

monetary provisions described below shall go into effect as of the first day of the calendar month following the date of determination.

c. Denial/Failure of Plan

If the plan is denied or fails, then the monetary provisions described below shall go into effect as of the first day of the calendar month following the date of determination. The ban on new or expanded connections shall be instituted or continued, whichever applies, as of the date of denial/determination of failure.

(i) Additional Costs

When an over-capacity party (1) fails to submit a plan to correct its over-capacity condition, (2) fails to secure approval for its plan, (3) fails to follow an approved plan, or (4) approved plan fails, it shall be subject to the increased costs provided in this sub-section. Beginning with the first calendar month in which the party becomes subject to extra charges, the offending party shall pay additional treatment charges equal to fifteen percent (15%) of its treatment costs for the overage in any month in which its capacity use exceeds the capacity available to it. This additional charge shall be billed and paid as additional treatment charges to offset the additional costs incurred by all parties. The additional treatment charges shall cease when the party remedies the condition which instituted the extra charges. The parties have agreed that they will sustain certain increased costs in cases of over-capacity which are not susceptible of exact measurement but have determined that the 15% factor identified above is a reasonable estimate of such increased costs, and that such factor is intended as liquidated damages and not as a penalty.

(3) Orders

Traverse City as the operator of the Treatment Plant is hereby authorized to enter such orders regulating the use of the Treatment Plant as shall be reasonably necessary to comply with regulations, directives, or orders of the Michigan Department of Environmental Quality or the terms of the permits by which the Treatment Plant operates.

F. Transferability

Capacity rights shall be freely transferable only among the parties as provided in this Agreement.

(1) Purchase and Sale

Any party may sell capacity owned by the selling party to another party purchaser upon such price and conditions as the seller and purchaser may elect.

(2) Lease

The Townships shall have the option to lease an additional 4% capacity from the City in increments of 2% without additional cost upon exercise at any time prior to the expiration of this Agreement. However, in the event the City utilizes 80% of its capacity any unexercised lease option shall automatically terminate. In the event the Townships have exercised their option to lease capacity under this section and the City reaches 80% of its capacity, the lease(s) shall not terminate and shall remain in force until the term of the lease expires.

(3) No Forced Sale

Notwithstanding the provisions of an earlier Agreement, no party is required to sell capacity to another without its consent.

G. Future Capacity Needs

(1) In the event the Townships collectively or the City reaches 80% of their capacity, they shall initiate a planning process in anticipation of future capacity needs.

(2) In the event the Townships collectively or the City reaches 90% of their capacity, they shall commence implementation of an alternative program designed to provide needed capacity.

(3) In the event total usage of the Treatment Plant reaches 75% of plant capacity, all parties shall initiate a participate in a planning process in anticipation of future capacity needs.

7. Special Contracts

Subject to the provisions of applicable laws, regulations and ordinances, the parties may, from time to time, enter into contracts with industrial or commercial users for the transportation and treatment of extra strength waste. All such contracts shall require the approval of the City of Traverse City as manager of the Treatment Plant, the local unit of government in which the user is located and the Board of Public Works. All sewage received shall be attributed to the capacity of the Treatment Plant as a whole and not to the capacity rights of one or more contracting parties. All revenues from such contracts (except reimbursement for reasonable administrative costs attributable to the special contract and normal strength flow charges) shall be treated as general revenue of the Treatment Plant and used to offset operating costs before allocation of user costs. Such extra strength contracts

shall specify the means and frequency of sampling the waste, the method of computation of charges, the party responsible for conducting the sampling, the mechanism for billing and collection of contract charges, the party responsible for enforcement, and the procedure for imposing unpaid charges as tax liens. The Townships agree to impose tax liens to collect charges if necessary where permitted under law and Township ordinance. Since such extra strength charges are treated as general revenue of the system, none of the parties to this Agreement shall have liability to the others in case of non-collection of such charges. Collection costs, including actual attorney fees, are operating costs which may be charged to the Treatment Plant by the parties incurring them.

8. Past Costs

Upon execution of this Agreement all parties shall pay the disputed amounts identified in Exhibit D.

9. Costs

A. Bonds

With respect to bond payments incurred the parties agree to pay their shares of principal and interest shall be borne in accordance with the owned or leased capacity (combined) of the party regardless of flow. Notwithstanding the terms of this Agreement, each party hereto understands and agrees that the terms of this contract do not supersede the terms of the bond contracts and, in the event of a default by any party or any action by the bondholders to enforce the terms of that contract, all parties retain their original liability thereon.

B. All Other Costs

All other costs with the exception of bond costs described in 10(A) above shall be allocated to the parties on the basis of flow. The parties agree that each party should pay an equal amount to have a gallon of sewage treated at the Treatment Plant. The costs of treatment include capital costs, operating costs such as material, labor, and supplies (whether characterized in previous contracts as "variable" or "fixed") but exclude depreciation. Insurance premiums, retainage for self-insured risks and losses not covered by insurance (or exceeding coverage limits) shall be deemed part of annual plant operating costs.

10. Treatment Costs: Billing

For each month, more or less, the City shall calculate the actual sewage flow into the Treatment Plant by each party and shall, within 20 days of the end of the following month, bill each party for its sewer flows for the preceding month. All costs for the preceding month shall be included in that bill provided that the City may include a budgeted portion of irregular expenses (insurance premiums for example) not incurred within the current month so long as

such expenses were included in the budget, or amended budget, presented to the Townships. Within sixty (60) days of the close of the budget year and completion of The City's audit, the City shall make an adjustment for actual costs of operation and shall bill the Townships therefor, or make refund, as the case may be. All billings shall be due and shall be paid within thirty (30) days of the date of billing.

11. Biochemical Oxygen Demand

The City shall monitor B.O.D. at the point of entry of the Treatment Plant. In addition, the City shall, following consultation with B.P.W. and the Townships, install, maintain, and operate equipment for the sampling and testing of sewer system inflows to monitor the concentration of B.O.D. in the waste of each party. The City shall conduct such sampling and testing procedures as it deems appropriate from time to time and shall periodically report the results of its sampling to the B.P.W., not less often than monthly. Each party shall have the right, upon request, to observe the monitoring process and to have samples tested independently of the tests conducted by the City at its own expense.

12. Minimum Flows

The parties contemplate that the Townships will construct additional sanitary sewage treatment facilities for treatment of the Townships' waste. The City shall have no liability for such construction and no capacity in the new plants, unless otherwise agreed. Recognizing that the Townships will need to divert flow from the present Treatment Plant in order to provide flow for the startup of the new facilities, and further recognizing that capital cost sharing and efficient operation of the existing Treatment Plant requires continuing flow from the townships, the Townships collectively will maintain average flows of 1,000,000 gallons per day to the existing Treatment Plant notwithstanding diversion of flow to new facilities: The parties agree that if Township plans for new construction require the diversion of greater amounts of flow in order to secure the start-up of a new facility, or, if the 1,000,000 gallons per day guaranteed by the Townships collectively is not sufficient for economical operation of the Treatment Plant, that they will negotiate in good faith to arrive at a plan to secure the efficient operation of all plants in the interests of all users of the sanitary sewer system.

13. Budget

Prior to the commencement of its fiscal year, the City of Traverse City shall submit to the B.P.W. a proposed budget for the operation of the Treatment Plant for the coming year. The B.P.W. shall promptly communicate the proposed budget to the Townships. For a period of thirty (30) days following submission of the proposed budget to the B.P.W. and before adoption of the budget by the City, all parties shall have the right to submit comments thereon to the City and to receive the City's responses thereto. This budget shall incorporate all direct costs of Treatment Plant operation including debt service as reported by the Grand Traverse County Treasurer but excluding items attributable to the City's own operation (such as billing individual customers, maintenance of the sewage collection system and the like) and excluding all

depreciation. Said budget shall include the estimated cost of city employees, (or contractors hired by the City) equipment and material, whose costs are allocated among more than one City department. In addition to these direct and allocated costs, the City shall be entitled to include in the budget an amount equal to five (5%) percent of said Treatment Plant budget to compensate the City for general administration costs not directly attributable to the Treatment Plant. After determination by the City and the B.P.W. that there is a future need to decommission the Treatment Plant, the budget may include decommissioning costs as an operating expense. This budget shall project the predicted per 1,000 gallon cost of sewage treatment for the coming year as well as the cost to each Township based upon the prior year's flows and other factors deemed pertinent by the City.

Where costs are allocated to the Treatment Plant budget for employees, contractors, or equipment which serves more than one City department, the City agrees to make substantial good faith efforts to maintain sufficient records to properly document such costs.

14. Multi-user Facilities

A. Operation and Maintenance.

Facilities such as sewer lines and pumping stations used by the City and one or more (but less than all) Townships are "multi-user facilities". It is understood and agreed that the cost of operation and maintenance of each such multi-user facility shall be borne by the parties making use of the facility in proportion to use. The City and Townships shall maintain such records as may be required to determine such use and the direct costs, not including depreciation, of the operation and maintenance of the multi-user facility. Where exact allocation of costs is not practical, the concerned parties shall estimate in good faith the proportion of use by each party and shall revise such estimates from time to time as conditions warrant. Such costs, separately labeled and identified, shall be billed to the non-owner user not less often than quarterly. Unless the parties otherwise agree, the proportion of use shall be determined on an annual basis to correspond with the city's fiscal year. Where the multi-user facility is owned by a party other than the City, the Township acting through the Board of Public Works shall have the same rights and obligations.

Attached hereto as Exhibit "A" is a list of all existing multi-user facilities together with the current proportion of use made by each party expressed as a percentage. The parties shall update Exhibit A no later than 12/31/2017. Exhibit A shall be updated not less than every three (3) years thereafter.

B. Use

Nothing in the Agreement shall give any party the right to use as a multi-user facility, the property or equipment of another party. Such rights are left to future agreements of the parties.

15. Communications

As the exclusive manager of the Treatment Plant, the City has the obligation to fully inform and advise the Townships as to the operation thereof, and the Townships shall have the right and the duty to comment upon all matters connected with the administration of the Treatment Plant. The parties understand and agree that full and timely communication on matters of common interest will contribute substantially to administration of this Agreement. The City agrees to maintain regular liaison with the B.P.W. to keep all parties informed of Treatment Plant operations.

The Treatment Plant and the books and records thereof shall be open to inspection at reasonable times and places by all of the parties to this Agreement. The City will provide the Townships and the B.P.W. with whatever information they may request for purposes of any rate study they may wish to do.

16. Future Costs Financed Through Debt

If future costs require financing through debt, the parties shall bear the annual debt service thereon in proportion to their combined owned and leased capacity. This Agreement does not extend to expansion of the Treatment Plant to a flow capacity in excess of 8.5 MGD, (20,203 lbs/day B.O.D.) or multi-user facilities beyond their defined capacity, that being left to the future agreement of the parties.

17. Plant Operation

The City of Traverse City agrees to maintain and operate the Treatment Plant in accordance with applicable laws and regulations and in accordance with permits in effect from time to time issued by regulatory authorities.

18. Ordinances

The parties agree that administration of the Township-City wastewater collection and treatment system will be enhanced by uniformity in ordinance provisions as to the use of the sewer system, including particular limitations established to conform to federal and state treatment and pre-treatment standards. All parties agree to make substantial good faith efforts to maintain such uniformity.

19. Facilities

The parties agree to establish, maintain and operate such meters, control devices and sampling facilities as shall be necessary to accomplish the purposes of this Agreement. The Parties shall calibrate the master flow meters annually. The B.P.W. and the City shall jointly read the master flow meters under procedures to be established by them, from time to time. The costs associated with the master flow meters shall be shared between the B.P.W. and the

City as provided in Paragraph 10 above. The City shall pay its share of costs related to the installation, maintenance, replacement or repair of the master meters within thirty (30) days of receiving a written invoice from the B.P.W.

20. Post Expiration

It is understood and agreed that the rights of the parties to utilize their respective capacity rights in the Treatment Plant and multi-user facilities shall extend for the physical life of the Plant and multi-user facilities and shall survive termination of this Agreement. The parties agree to negotiate an equitable Agreement for treatment of the parties' sewage after termination of this Agreement recognizing that the parties have made proportionate capital and operating contributions under this Agreement and prior Agreements.

21. Non-discrimination

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

22. Workers Compensation

The parties agree to maintain at all times while work is being performed under this Agreement suitable worker's compensation insurance pursuant to Michigan law.

23. Interpretation

This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties.

24. Venue

Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the county of Grand Traverse, State of Michigan.

25. Employees

The personnel employed by any party shall not be deemed to be employees of another party and shall not be entitled to any fringe benefits another party affords its employees. Personnel employed by a party shall not hold themselves out as employees of another party.

26. Mediation

If any party to this Agreement has a dispute with another party regarding the meaning operation or enforcement of any of the provisions of this Agreement the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree that if they are unable to resolve the dispute themselves, they will utilize the services of a mutually acceptable neutral mediator to bring them together in at least one mediation session, before formally instituting another dispute resolution mechanism, including litigation.

27. Authority to Execute

The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the respective parties to the Agreement.

28. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

This Agreement was adopted and approved by the governing bodies of the respective parties on the dates set forth below:

Parties:

City of Traverse City

By: _____
Mayor

By: _____
City Clerk

**Grand Traverse County Board of
Public Works**

By: _____
Chairman

By: _____
Secretary

Township of Acme

By: _____
Supervisor

By: _____
Clerk

Township of East Bay

By: _____
Supervisor

By: _____
Clerk

Township of Elmwood

By: _____
Supervisor

By: _____
Clerk

Township of Garfield

By: _____
Supervisor

By: _____
Clerk

Township of Peninsula

By: _____
Supervisor

By: _____
Clerk

Table One

Outstanding Bond Issues

Debt Service Report



Local Unit Name: Grand Traverse County
Local Unit Code: 28-0000
Current Fiscal Year End Date: 12/31/2015

Debt Name: Wastewater Treatment Plant Upgrade
Issuance Date: 4/1/2011
Issuance Amount: \$21,470,000
Debt Instrument (or Type): Refunding Bonds
Repayment Source(s): Local City/Townships

Years Ending	Principal	Interest	Total
2015	\$ 1,700,000	\$ 592,400	\$ 2,292,400
2016	\$ 1,770,000	\$ 523,000	\$ 2,293,000
2017	\$ 1,830,000	\$ 451,000	\$ 2,281,000
2018	\$ 1,910,000	\$ 376,200	\$ 2,286,200
2019	\$ 2,000,000	\$ 298,000	\$ 2,298,000
2020	\$ 2,075,000	\$ 216,500	\$ 2,291,500
2021	\$ 2,150,000	\$ 132,000	\$ 2,282,000
2022	\$ 2,225,000	\$ 44,500	\$ 2,269,500
Totals	\$ 15,660,000	\$ 2,633,600	\$ 18,293,600

Commentary: Principal & Interest billed to City & Local Townships based on contract dated 3/1/2002.

EXHIBIT A

MULTI-USER FACILITIES

Townships have reserved the following capacities (including peaking periods) in sewer lines and other facilities used by the Townships and owned by the City as follows:

Elmwood Township:	792,000 gallons per day;
Garfield Township:	6,800 gallons per day via Randolph Street Sewer; 157,000 gallons per day via 6 th Street sewer; 376,000 gallons per day via the 14 th Street and Division sewer.
East Bay Township:	None.
Acme Township:	None.

The City agrees to make available such capacity in its lines and facilities to the extent the usable capacity of existing lines permits. The parties estimate that the usable line capacity of the sewer lines being used by the Townships is 70% of the theoretical capacity of the sewer lines. When that flow is reached or when other problems develop with a given sewer line, the parties concerned agree to open good-faith discussion as to the method of increasing capacity or other methods of remedying the problem, including but not limited to repair, reconstruction, replacement, expansion or addition to such lines.

The City agrees that the Townships may make use of capacity in its sewer lines which exceeds that reserved by the Townships (if there is additional capacity not used by the City) without further payment other than by proportion of flow for the operation and maintenance costs as provided in this agreement.

For purposes of determining the initial proportion of use of the multi-user facilities, the parties agree to the following proportions of use, which shall be effective until new determinations are made in accordance with this agreement:

Garfield Township

Location	Proportion of Use by Township
(1) Flow into City at 14 th Street & Division Street	
US 31 from City boundary to 14 th Street & Division Street	13.5%

Location	Proportion of Use by Township
14 th & Division to 14 th & Oak Streets (12" Line)	13.5%
From 14 th & Oak Street manhole At alley between 5 th and 6 th Street On Oak (18" Line)	13.5%
From manhole above to manhole At alley between 5 th and Front Street (24" Line)	6.0%
(2) Flow into City at 6 th Street At City Limits	
From west end of line to Manhole at easement west of Monroe (8" Line)	11.6%
From manhole above to manhole At 7 th & Elmwood (8" Line)	27.0%
From manhole above to Cedar & 6 th Street (12" Line)	7.8%
From point above to Division and alley north of Front Street (15" Line)	7.4%
From point above to Oak and alley North of Front (18" Line)	4.0%
(3) Flow line into City at Randolph and Jefferson Streets	
From manhole at corner of Fulton and Jefferson to manhole At Madison & Randolph (8" Line)	1.0%
From manhole above to Elmwood And Randolph (8" Line)	1.0%
From point above to alley east of Elmwood and Randolph (12" Line)	1.0%

Location	Proportion of Use by Township
From point above to 2 nd & Cedar (15" Line)	0.5%
From point above to manhole East of Maple on 2 nd (21" Line)	0.2%
From manhole above to Intersection of Oak and Alley north of Front Street (24" Line)	0.1%
(4) Flows from (1) through (3) above	
From Oak Street to river Crossing (21" Line)	16.1%
River crossing 2 pipes (12' Lines)	16.1%
From south side of river crossing to pump station at Front & Wellington (21" Line)	26.9%
Pump station at Front and Wellington	2.7%
Force main from pump station to Treatment Plant (16" Line)	2.7%

Elmwood Township

Location	Proportion of Use by Township
From Cedar & 2 nd to Manhole east of Maple on 2 nd (21" Line)	18.0%
From manhole east of Maple Street on 2nd to manhole at Intersection of Oak & alley South of 3rd (24")	10.0%

From manhole above To manhole north of river crossing (21" Line)	24.0%
River crossing 2 pipes (12" Lines)	24.0%
From south side of river Crossing to pump station at Front & Wellington (21" Line)	16.0%
Pump station at Front And Wellington	9.2%
Force main from pump station To Treatment Plant (16" Line)	9.2%

Where customers located within one political subdivision can best be served by another for reasons of economy and efficiency, the parties may agree to exchange customers. In such case, the sewer usage charges to be charged may be the higher of the jurisdiction in which the customer is located or the jurisdiction which provides the service. The party providing the service shall be responsible only for the operation and maintenance and not for capital expenditures. The parties agree that customary lateral benefit, benefit and riser fees may be imposed but no such charge shall be imposed which would discriminate unfairly among similarly situated customers.

At present, the parties have agreed to exchange the following customers:

City Customers to be served by Township

- Bill Marsh Buick (Garfield Road)
- Skate World (Garfield Road)
- Centel Cable (South Airport Road)

Township Customers to be served by the City

- Incochee Hill Subdivision (Garfield Township)
- Cambridge Woods Subdivision (Jefferson Street & Randolph Street, Garfield Township)
- 4 Residences (Jefferson St. West of Cambridge Woods Garfield Township)

City – Peninsula Township Multi-user Facilities
Capacity Estimated to Serve 300 Homes at 200 g.p.d.

Facility	Unit Lgth	Total Cost	Total Cost	Total Capac. G.P.M	Twp Capac. G.P.M.	Twp %	Twp Cost
10 inch Line: City Limits to Milliken Park Pump Station	4062	\$10.50	\$42651	480	90	19%	\$7997.06
Pump Station Milliken Park			\$100000	700	90	13%	\$12857.14
Force main from P. station along Front	2640	\$20.00	\$52800	1900	90	5%	\$2501.05
21 in. Line along Front Street	4640	\$20.00	\$92800	3280	90	3%	\$2546.34
24 in. Line Front To Front Street Pump Station	3920	\$25.00	\$98000	4550	90	2%	\$1938.46
Pump Station at Front and Wellington			\$200000	6280	90	1%	\$2866.24
Force main to Treatment Plant	2700	\$30.00	\$81000	6280	90	1%	\$1160.83
Total Township Cost							\$31867.13

[Percentage of use Needed]

It is further understood and agreed that the multi-user facilities described above do not include facilities to transport sewage from the western side of the Township. At such time as the Township desires to contribute sewage from the western portion of the Township not served by the above described multi-user facilities, the City and the Township shall negotiate in good faith to arrive at an equitable arrangement.

EXHIBIT B
CAPACITY LEASE (Outline)

1. Parties: City, Townships
2. Subject Matter: Lease Option of up to 4% Capacity at the Treatment Plant from the City to the Townships
3. Term: Lease Option available for the term of the Master Sewer Agreement
4. Conditions: (2%) Lease Option can be exercised twice until City Flow reaches 80% of the City's Capacity; non-exercised Option(s) are not available after the 80% threshold

EXHIBIT C

Computation of Capacity Use

Part 1: To determine the flow capacity used by either party throughout the fiscal year, calculate the average daily flow contributed by either party throughout the fiscal year in million gallons per day (MGD). Then determine the party's owned flow capacity by multiplying the plant's average flow capacity of 8.5 MGD by the party's owned capacity as a decimal. A party shall be deemed to have exceeded its capacity if the flow capacity they used is greater than the party's owned flow capacity. The plant's used capacity in a fiscal year will be calculated in the same manor. Calculate the average daily flow for the plant in MGD and compare it to the plant's average daily flow capacity of 8.5MGD.

Formula: Average Daily Flow (MGD) or Flow Capacity Used= Sum of the Monthly Average Flows (MGD) for either Party for a given fiscal Year divided by 12 months

Example: Sum of the Monthly Average Daily Flows for the City in a given fiscal year=25.2MGD

City's Flow Capacity Used=25.2MGD/ 12Months=2.1 MGD

Flow Capacity Used as a Percent= (2.1 MGD/8.5MGD) X 100=24.7%

Flow Capacity Owned=Average Flow Capacity of the Plant X % owned capacity as a decimal

Flow Capacity Owned=8.5 MGD X .55=4.675MGD

The City Owns 4.675MGD (55%) of the plant's flow capacity and in the fiscal year illustrated above used 2.1 MGD (24.7%) of the plant's flow capacity.

(Note: Monthly Flow Averages are calculated by dividing the total flow for the month by the number of days included in that month)

Part 2: To determine the BOD capacity used by either party throughout the fiscal year, calculate the average daily BOD loading contributed by either party throughout the fiscal year in pounds per day (lbs/day). Then determine the party's owned BOD loading capacity by multiplying the plant's BOD capacity of 20,203 lbs/day by the party's owned capacity as a decimal. A party shall be deemed to have exceeded its capacity if the BOD capacity they used is greater than the party's owned BOD capacity. The plant's used capacity in a fiscal year will be calculated in the same manor. Calculate the average daily BOD loading for the plant in lbs/day and compare it to the plant's BOD capacity of 20,203 lbs/day. Exhibit C, Part 3, below illustrates how either party's flow capacity will be affected when BOD capacity is exceeded.

Formula: Average Daily BOD loadings (lbs/day) or BOD Capacity Used= Sum of the Monthly Average BOD loadings for either Party for a given fiscal Year divided by 12 months

Example: Sum of the Monthly Average BOD loadings for the Townships in a given fiscal year= 60,000lbs/day

Townships' BOD Capacity Used=60,000 lbs/day / 12Months=5,000 lbs/day

BOD Capacity Used as a Percent= (5,000 lbs/day / 20,203 lbs/day) X 100=24.8%

BOD Capacity Owned= BOD Capacity of the Plant X % owned capacity as a decimal

BOD Capacity Owned=20,203 lbs/day X 0.45= 9,090 lbs/day

The Townships own 9,090 lbs/day (45%) of the plant's BOD capacity and in the fiscal year illustrated above used 5,000 lbs/day (24.8%) of the plant's BOD capacity.

(Note: Monthly average BOD loadings are calculated by dividing the total BOD loadings for the month by the number of days included in that month)

Part 3:

WWTP Loadings vs Flow Capacity			Municipality	Percent Ownership of Plant Capacity
BOD Loadings (lbs./day) Increase Above Capacity	% Decrease in Plant Flow Capacity	Flow Capacity Multiplier		
≤ 50	_____	0.08500	Townships	45
100	1	0.0842	City	55
200	2	0.0833		
300	3	0.0825		
400	4	0.0816	Calculating allowable flow at a given BOD Loading	
500	5	0.0808	City owns 55% of current plant capacity	
600	6	0.0799	City exceeds BOD Capacity by 100lbs/day	
700	7	0.0791	Adjusted flow Capacity = Own Plant Capacity * Capacity Multiplier=Allowed Flow (MGD)	
800	8	0.0782	55*0.0842=4.631MGD	
900	9	0.0774		
1000	10	0.0765	Townships own 45% of current plant capacity	
1100	11	0.0757	Townships exceed BOD capacity by 300lbs/day	
1200	12	0.0748	Adjusted flow Capacity = Own Plant Capacity * Capacity Multiplier=Allowed Flow (MGD)	
1300	13	0.0740	45*0.0825=3.712MGD	
1400	14	0.0731	Note: For increases in B.O.D loadings falling between increments of 100 lbs./day the flow capacity multiplier used will be the greater of the two multipliers when less than or equal to 50 lbs/day, and when equal to or greater than 60lbs/day the lesser multiplier will be used. For example: If loading is 150lbs/day above capacity, the multiplier used would be 0.0842. If the loading is 160lbs/day above capacity, the multiplier used would be 0.0833.	
1500	15	0.0723		
1600	16	0.0714		
1700	17	0.0706		
1800	18	0.0697		
1900	19	0.0689		
2000	20	0.0680		

EXHIBIT D

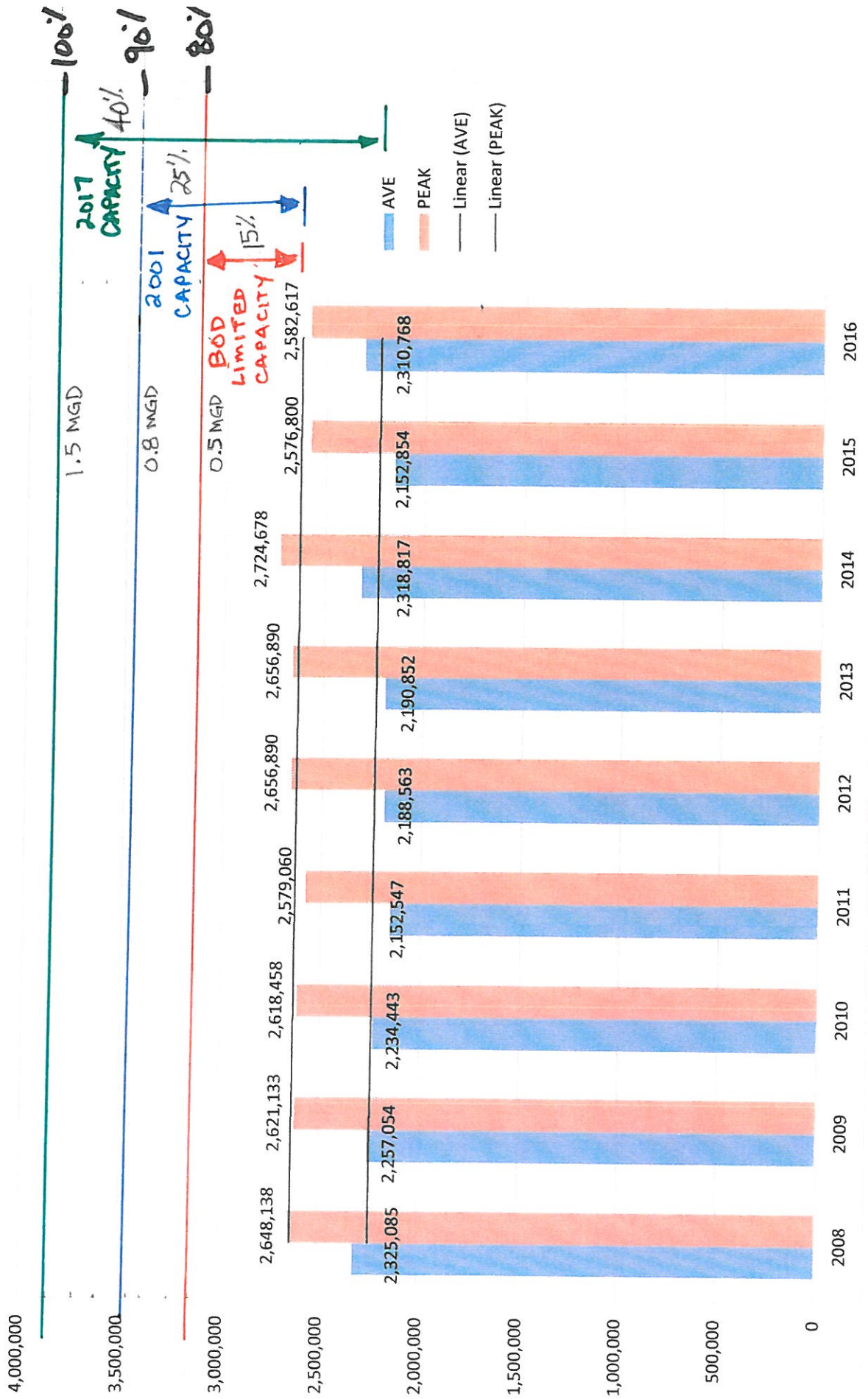
Master Sewer Agreement - Disputed Costs

#	Date	Invoice	Paid	Disputed
89507	11/23/2015	\$451,896.28	\$395,625.25	(\$56,271.03)
89637	12/28/2015	\$231,614.13	\$205,108.27	(\$26,505.86)
89864	1/25/2016	\$723,647.05	\$629,496.35	(\$94,150.70)
90433	6/3/2016	\$63,276.11	\$57,598.66	(\$5,677.45)
90620	6/30/2016	\$176,684.75	\$164,130.14	(\$12,554.61)

Subtotal	(\$195,159.65)
-----------------	-----------------------

Acme	10.70%	(\$20,882.08)
East Bay	20.60%	(\$40,202.89)
Elmwood	7.70%	(\$15,027.29)
Garfield	55.30%	(\$107,923.29)
STF	0.90%	(\$1,756.44)
Blair	0.90%	(\$1,756.44)
Peninsula	3.90%	(\$7,611.23)
	100.00%	(\$195,159.65)

BPW Peak V. Average Flow



From: doug spence [<mailto:dspence22@yahoo.com>]

Sent: Wednesday, April 26, 2017 9:33 AM

To: Roberto Larrea

Subject: Barlow Street

Hey Rob-

As an around the town pedestrian/ and biker myself and my family find ourselves on Barlow several times yearly. We are a bit out of the norm with as much as we try to stay out of our car- but with a better barlow- more sidewalks and bike friendly corners- 'If you build it they will come' and we can all be more fit and active year round. Thanks for supporting more funding for this project

Doug SPence

Grand Traverse Conservation District
April 2017 Report

Conservation Team

OWNER/PARKLAND: Garfield Township - Various

Administration

- Welcomed new seasonal Conservation Technician Russell Carter.
- Coordinated a volunteer clean-up work bee event at Miller Creek Nature Reserve.
- Coordinated a volunteer clean-up work bee event at the Commons Natural Area.
- Contracted Wildlife and Wetland Solutions to plant 1,400 native seedlings along Miller Creek for restoration purposes.
- Contracted SEEDS to assist in establishing a sustainable re-route along Miller Creek to divert social trail traffic off unstable slopes.
- Attended Garfield Twp Parks and Recreation Commission meetings.
- Contacted the GT County Sherriff Department in regards to illegal camps at Miller Creek and the Commons.
- Ordered and stocked 980 4-6 inch bluegill for Oleson Pond at Kid's Creek Park.
- Solicited bids for demolition and removal of mill at Kid's Creek Park.
- Solicited bids for proposed connector from Kid's Creek trail system to the Buffalo Ridge Trail.
- Continued collaboration with West Middle School, GT Stewardship Initiative, and TART on student created info signs along the Buffalo Ridge Trail

Routine Monitoring and Maintenance

- Repaired damaged garbage surround at Silver Lake Recreation Area.
- Monitored trails and trailheads at all Garfield parklands and replaced dog waste bags as needed.
- Removed down trees over boardwalk at Miller Creek and the Commons.
- Monitored all trailheads and replaced dog waste bags as needed.
- Picked-up trash and abandoned camps at Miller Creek and the Commons.
- Collaborated with Boardman River Clean Sweep in disposing of abandoned camps at Boardman Valley Nature Preserve on the Verizon Parcel.
- Installed posts and chain at the Verizon Parcel to deter any vehicle traffic with Boardman River Clean Sweep.
- Mitigated erosion along steps of the Cedar Cathedral Trail at the Commons Natural Area by installing a waterbar and adding stone.

Grants

- Awarded \$5,000 in match funds from the Traverse City Track Club Endowment through the Community Foundation for a connector trail from Kids Creek Park to the Buffalo Ridge Trail.

Other

- Planted native conifers with SEEDS at Miller Creek Nature Reserve to improve habitat and to provide an aesthetic visual/audio barrier along park boundary behind warehouses off of Cass Rd.
-



OWNER/PARKLAND: Recreational Authority - Hickory Meadows

Administration

- Welcomed new seasonal Conservation Technician Russell Carter.
- Coordinated Earth Day volunteer planting event.
- Contracted Wildlife and Wetland Solutions to assist in planting the remainder of 1,600+ native seedlings in follow-up of Earth Day event.
- Ordered native shrubs from 4-Season Nursery in preparation of the Children’s House Montessori event scheduled for May 5th.
- Updated the Hickory Meadows Advisory Committee on planning activities at the park.
- Attended monthly Rec Authority Board meeting and provided updates.
- Met with TCL&P and Matt Cowall for an on-site review of up-coming utility line removal.

Routine Monitoring and Maintenance

- Monitored trails and trailheads and replaced dog waste bags as needed.
- Cleared a down tree over trail near bridge crossing.
- Repaired fluvial erosion at Randolph St. Trailhead due to improper drainage off of parking lot.
- Pulled invasive garlic mustard at known sites on the park.
- Visited trailheads weekly to refresh dog bags, pick-up trash, and check for maintenance needs.

Other

- Created and posted volunteer Earth Day Work Bee event flyers and solicited participation through on-line resources.

BOARDMAN RIVER STEWARDSHIP

- Continued work on Kids Creek site plans including meeting with contractors at the Concrete Service.
- Attended MDNR fish passage meeting here at the Nature Center
- Met with Chamber of Commerce staff regarding Sculpture Court maintenance.

ENVIRONMENTAL EDUCATION

Nature Center Visitation this Month: 1,033
Program Participants this month: 856
Drop ins this month: 177
Nature Center Visitation this year: 2,644

Nature Center Visitation April 2016: 872
Program Participants April 2016: 754
Drop in April 2016: 118
Nature Center Visitation since 2008: 73,257

Program Participation & Program Planning:

- 2017 Nature Day Camp Registration
- Ran eight Environmental Education Preschool Programs (Knee High Naturalist & Peepers)
 - 57 Peepers participants include 10 new families to GTCD Programming
 - Four Knee High Naturalist Programs consisting of eight participants each week
- One Girl Scout program done with homeschool group of children
- 143 students served through four NEST programs



Other Accomplishments:

- Organized and opened registration for 2017-2018 Knee High Naturalist Program and it is nearly half full already.
- Offered a volunteer recognition movie at the State Theatre in honor of volunteer appreciation week.
- Article in the Record Eagle on Wednesday April 26 highlighting the work of our volunteers and area volunteers
- Met with area day camps in Traverse City to try to share services.

Ongoing Work:

- Managing EE budget
- Updating EE website, BRNC/ GTCD Facebook page, and resources
- Community Education & outreach
- Managing program registrations (NEST, Peepers, Nature Day Camp)

Upcoming Events at Boardman River Nature Center:

- **Peepers Program**
 - **When:** Tuesdays from 10:00-11:30am
- **Native Landscaping with the Master Gardeners**
 - **When:** Monday in May from 5:30-7:30pm (except May 29th)
 - Wednesdays in May from 9:00-11:30am
- **Annual Native Plant Sale**
 - **When:** Saturday, May 20th, from 8:00-3:00pm

FORESTRY ASSISTANCE PROGRAM (FAP)

On-Site Visits: Grand Traverse County

1. Lawrence, 2 acs., East Bay Twp.
2. Cullins, 3 acs., East Bay Twp.
3. Chearer, 5 acs., Long Lake Twp.
4. Fry, 33 acs., Mayfield Twp.
5. Evans, 10 acs., Long Lake Twp.
6. Walker, 12 acs., Long Lake Twp.

Written Forest Management Recommendations: ○ QFP Verifications: ○ MAEAP/FWH Verifications: ○

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

In-office Contacts: 35 landowners Follow-up Contacts: 73 landowners/qualified foresters

FAP Promotion/Program Development:

1. Update website/forester referral lists/landowner email lists
2. Meeting with Georgia Peterson for Ties to the Land and Conservation Stewards Programs
3. Little Garden Club, Forest Health Concerns presentation (25 in attendance).
4. Attend Saving Birds through Habitat meeting.



INVASIVE SPECIES NETWORK (ISN)

Acres Treated: 4
Sites Treated: 5
Acres Surveyed: 6
Sites Surveyed: 7

Volunteers: 11
Volunteer Hours: 33
Active Contacts: 244
Passive Contacts: 18,805 + website

Meetings/Presentations:

- 4/6 - Hosted *Go Beyond Beauty* spring kick-off (25 attendees)
- 4/11 - Hosted GT Bay Phragmites meeting (9 present)
- 4/12 - Attended & presented at the GTSI Community Connections dinner (~20 passive, 4 active contacts)
- 4/22 - Attended GT County Earth Day event; 60 active, 40 passive contacts
- 4/29 - Held table at Oryana openhouse (100 active, 600 passive contacts, 9 volunteer hours, 2 volunteers)

Treatments and Surveys:

- 4/18 - Private land site visit (Grand Traverse County, Acme Twp); 1/2 acre surveyed
- 4/27 - Attended Boardman Lake phytoremediation site visit (2 acres, 5 contacts)
- Pulled garlic mustard (4 sites, 3 acres), Grand Traverse County; NER and East Bay Twp
- Preparation for JK 2017 treatment
- Collected live stakes for restoration projects (source: NER)
- Submitted 2017 DNR treatment permissions

Other Accomplishments:

- 4/20 - Met w/ Derek Melville at TC Parks & Rec about 2017 treatment
- 4/24 - ISN Survey Technicians started! Welcome Sarah Green and Audrey Menninga!
- 4/25 - Met with TWC re: GT Bay PH & ISN
- Officially registered 6 new *Go Beyond Beauty* participants (5 landowners and 1 landscaper)
- Sent municipality contact letters (74 total)
- Volunteer time: Created native seed packets for giveaway/prizes (2 volunteers, 12 hours)
- Created JB Trade up/Dumpster Day advertisements for TC Ticker and Northern Express
- Submitted MISGP Progress Report
- NatureChange [JB video](#) released (>500 passive contacts)

Upcoming Events:

- 5/13, 9am: Grand Traverse County garlic mustard workbee & lunch (NER)
 - 5/13, 10am: Japanese barberry Trade-Up/Dumpster Day (BRNC)
 - 5/13, 1:30 pm: Invasive Species paper-making workshop (BRNC)
-



MAEAP

Farms Visited: 17
Risk Assessments Completed: 6
Farms Verified: 0

Updates:

- 4/4 Goal Setting Meeting
- 4/8 Domestic Well Water Screening Event
- 4/14 Employee Development Plans Submitted
- 4/21 Benzie County Domestic Well Water Screening Event
- 4/22 RecycleSmart Earth Day Event

Conferences & Networking:

- 4/4 Grand Traverse Fruit Growers Council Meeting
- 4/19 Farm Bill Forum with U.S. Senate Committee on Agriculture, Nutrition, & Forestry
- 4/18 Integrated Pest Management Kickoff Event at Northwest Michigan Horticulture Research Station
- Continue participation in conservation district board meetings and NWM Farm Bureau meetings

Current Projects:

- Working with:
 - 5 farms in Benzie
 - 6 farms in Leelanau
 - 5 farms in Grand Traverse
 - 5 farms in Antrim
- Risk Assessments Completed in April: 6
- Partnering with MSUE on IPM seasonal meetings (planning 2 Phase 1 events in each county)

Upcoming Events:

- 5/3-5/4 Nutrient Management Planning Training in Charlotte, MI
- 5/5 P45 Wine & Grape Kickoff Event
- 5/9, 5/10, 5/16, 5/17, 5/23, 5/24 IPM Meetings (Leelanau, Antrim, Grand Traverse, Benzie)
- 5/17-5/18 MSUE New Educator/Technician In Service Training at MSU in Lansing

m: Chuck Korn
t: Tuesday, May 02, 2017 9:29 AM
o: Judith Battle
Subject: Fwd: Township Stats

Sent from my iPhone

Begin forwarded message:

From: Holly Miller <hmiller@gtsheriff.org>
Date: May 2, 2017 at 5:39:22 AM EDT
To: Chuck Korn <ckorn@garfield-twp.com>, Glen Lile <glile@eastbaytwp.org>, Jay Zollinger <JZollinger@acmetownship.org>, Jennifer Scout <Clerk@paradisetwp.org>, Judi Kramer <jkramer@greenlaketownship.org>, Judith Houts <fltclerk@gmail.com>, Leslie <welcome@longlaketownship.com>, Linda Forwerck <fltsupervisor@gmail.com>, Luke Haase <luke@traverseticker.com>, Sandra Wilton <villageoffifelake@gmail.com>, "Brian Potter" <bpotter@gtsheriff.org>, Matt Karczewski <MKarczewski@gtsheriff.org>, Matt McKinley <MMcKinley@gtsheriff.org>, Preston Taylor <ptaylor@gtsheriff.org>, Jason Roelofs <jroelofs@gtsheriff.org>, "Chris Barsheff" <cbarsheff@gtsheriff.org>, Jeffrey Wallace <jwallace@gtsheriff.org>, Jason Hamilton <JHamilton@gtsheriff.org>
Subject: Township Stats

Well, the problem with the stat reports is still not resolved, so no stats again this month. Keep your fingers crossed that this isn't a repeat of last year's issue....

Sorry for the inconvenience.

Holly

Clerk's Report

For April 30, 2017

Submitted 05/03/17

To The Garfield Township Board;

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

For the month of April in the General Fund, you will find that we had a total of \$74,352.25 Revenues and \$140,450.19 Expenditures. For the year we have a total of \$2,134,448.03 Revenues and \$633,578.53 Expenditures.

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

Lanie McManus

Township Clerk

REVENUE REPORT FOR GARFIELD TOWNSHIP
 PERIOD ENDI. /30/2017

GL NUMBER	DESCRIPTION	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	YTD BALANCE 04/30/2017	ACTIVITY FOR MONTH 04/30/2017	AVAILABLE BALANCE
Fund 101 - GENERAL OPERATING FUND						
Revenues						
Dept 000						
101-000-403.000	CURRENT REAL PROPERTY TAXES	1,669,231.96	1,669,231.96	1,515,188.66	37,195.50	154,043.30
101-000-407.000	DEL PERSONAL PROP TAXES	0.00	0.00	378.19	0.00	(378.19)
101-000-423.000	TRAILER PARK FEES	6,000.00	6,000.00	2,503.50	629.00	3,496.50
101-000-445.000	PENALTIES & INT. ON TAXES	5,000.00	5,000.00	3,628.66	0.00	1,371.34
101-000-476.000	BUILDING PERMITS	175,000.00	175,000.00	62,394.00	28,233.00	112,606.00
101-000-476.001	PLANNING FEES	6,000.00	6,000.00	1,300.00	800.00	4,700.00
101-000-476.002	MAINT INSPECTION FEES	500.00	500.00	180.00	0.00	320.00
101-000-476.003	TREASURER FEES	500.00	500.00	0.00	0.00	500.00
101-000-476.004	PARK USE FEES	2,500.00	2,500.00	640.00	300.00	1,860.00
101-000-476.005	ZONING FEES	22,000.00	22,000.00	7,750.00	3,330.00	14,250.00
101-000-574.000	STATE SHARED REVENUE	1,200,000.00	1,200,000.00	435,045.00	0.00	764,955.00
101-000-574.001	STATE SHARED REV. - LIQUOR LA	19,000.00	19,000.00	13.75	0.00	18,986.25
101-000-575.000	Road Right of Way	20,000.00	20,000.00	500.00	0.00	19,500.00
101-000-612.000	CHARGES FOR TOWNSHIP SERVICES	7,000.00	7,000.00	410.58	52.60	6,589.42
101-000-627.000	TAX COLLECTION FEES	22,000.00	22,000.00	0.00	0.00	22,000.00
101-000-656.000	Ordinance Enforcement Fees	500.00	500.00	200.01	0.00	299.99
101-000-664.000	EARNED INTEREST	25,000.00	25,000.00	23,552.39	0.00	1,447.61
101-000-668.002	RENTS & ROYALTIES CABLE VIS	260,000.00	260,000.00	68,649.67	0.00	191,350.33
101-000-668.003	RENTS & ROYALTIES CABLE EQUIP	17,000.00	17,000.00	4,260.30	0.00	12,739.70
101-000-670.000	UNREALIZED LOSS ON INVESTMENT	0.00	0.00	3,636.55	0.00	(3,636.55)
101-000-673.000	SALE OF FIXED ASSETS	100.00	100.00	0.00	0.00	100.00
101-000-676.000	REIMBURSEMENTS	0.00	0.00	3,812.15	0.00	(3,812.15)
101-000-676.001	Reimbursed Treasurer Legal Fees	500.00	500.00	404.62	0.00	95.38
Total Dept 000		3,457,831.96	3,457,831.96	2,134,448.03	74,352.25	1,323,383.93
TOTAL REVENUES		3,457,831.96	3,457,831.96	2,134,448.03	74,352.25	1,323,383.93
Fund 101 - GENERAL OPERATING FUND:						
TOTAL REVENUES		3,457,831.96	3,457,831.96	2,134,448.03	74,352.25	1,323,383.93

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP
 PERIOD END: /30/2017

GL NUMBER	DESCRIPTION	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	YTD BALANCE 04/30/2017	ACTIVITY FOR MONTH 04/30/17	AVAILABLE BALANCE	% BDTG USED
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
Dept 101-TOWNBOARD							
101-101-701.100	WAGES - TRUSTEE	12,000.00	12,000.00	3,050.00	850.00	8,950.00	25.42
101-101-701.101	WAGES - FILE CLERK	12,000.00	12,000.00	3,755.32	1,473.50	8,244.68	31.29
101-101-701.102	WAGES - TRUSTEE	12,000.00	12,000.00	3,200.00	1,200.00	8,800.00	26.67
101-101-701.103	WAGES - TRUSTEE	12,000.00	12,000.00	2,700.00	850.00	9,300.00	22.50
101-101-701.104	WAGES - TRUSTEE	12,000.00	12,000.00	2,400.00	500.00	9,600.00	20.00
101-101-701.105	WAGES - OFFICE MANAGER	37,648.00	37,648.00	11,584.00	2,896.00	26,064.00	30.77
101-101-701.106	WAGES - RECEPTIONIST	25,975.40	25,975.40	6,855.90	1,741.18	19,119.50	26.39
101-101-726.000	SUPPLIES	5,000.00	5,000.00	1,146.75	213.70	3,853.25	22.94
101-101-726.001	POSTAGE	15,000.00	15,000.00	2,770.29	406.68	12,229.71	18.47
101-101-726.002	SUPPLIES - COPIER MAINTENANCE	7,500.00	7,500.00	953.80	0.00	6,546.20	12.72
101-101-801.002	LEGAL SERVICES - TOWNBOARD	15,000.00	15,000.00	1,507.96	1,290.96	13,492.04	10.05
101-101-801.004	LEGAL -Tax Tribunal	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-101-802.000	AUDIT AND ACCOUNTING	16,500.00	16,500.00	7,000.00	0.00	9,500.00	42.42
101-101-805.000	CONTRACTED AND OTHER SERVICES	5,000.00	5,000.00	1,478.50	598.50	3,521.50	29.57
101-101-860.000	MILEAGE	500.00	500.00	80.25	0.00	419.75	16.05
101-101-900.000	PRINTING & PUBLISHING	3,500.00	3,500.00	881.10	0.00	2,618.90	25.17
101-101-901.000	ADVERTISING	4,000.00	4,000.00	2,609.29	1,745.30	1,390.71	65.23
101-101-960.000	EDUCATION & TRAINING	4,000.00	4,000.00	27.82	0.00	3,972.18	0.70
101-101-965.101	DUES & PUBLICATIONS -TOWNBOARD	2,500.00	2,500.00	410.00	0.00	2,090.00	16.40
101-101-965.102	DUES - MICHIGAN TOWNSHIP ASSO	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00
Total Dept 101-TOWNBOARD		218,623.40	218,623.40	52,410.98	13,765.82	166,212.42	23.97
Dept 171-TOWNSHIP SUPERVISOR							
101-171-701.201	WAGES - SUPERVISOR	71,889.32	71,889.32	22,119.76	5,529.94	49,769.56	30.77
101-171-701.202	WAGES - APPRAISER III	50,065.56	50,065.56	15,404.82	3,851.20	34,660.74	30.77
101-171-701.203	WAGES - ASSESSMENT CLERK	11,130.04	11,130.04	3,100.57	742.15	8,029.47	27.86
101-171-701.204	WAGES - APPRAISER II	50,065.56	50,065.56	15,404.80	3,851.20	34,660.76	30.77
101-171-701.205	WAGES - ASSESSOR	87,986.49	87,986.49	27,072.80	6,768.20	60,913.69	30.77
101-171-726.000	SUPPLIES	2,000.00	2,000.00	436.54	226.84	1,563.46	21.83
101-171-726.001	POSTAGE	3,500.00	3,500.00	2,881.84	0.00	618.16	82.34
101-171-805.000	CONTRACTED AND OTHER SERVICES	20,000.00	20,000.00	10,989.63	9,528.00	9,010.37	54.95
101-171-860.200	MILEAGE - SUPERVISOR	1,000.00	1,000.00	215.93	215.93	784.07	21.59
101-171-860.201	MILEAGE - ASSESSOR	1,000.00	1,000.00	124.07	0.00	875.93	12.41
101-171-900.000	PRINTING & PUBLISHING	1,500.00	1,500.00	816.48	0.00	683.52	54.43
101-171-960.000	EDUCATION & TRAINING	6,000.00	6,000.00	1,340.86	32.77	4,659.14	22.35
101-171-960.200	EDUCATION - SUPERVISOR	1,000.00	1,000.00	250.00	250.00	750.00	25.00
101-171-965.000	DUES & PUBLICATIONS	1,800.00	1,800.00	273.00	0.00	1,527.00	15.17
Total Dept 171-TOWNSHIP SUPERVISOR		308,936.97	308,936.97	100,431.10	30,996.23	208,505.87	32.51
Dept 191-ELECTIONS							
101-191-701.000	WAGES	20,000.00	20,000.00	296.25	0.00	19,703.75	1.48
101-191-726.000	SUPPLIES	8,000.00	8,000.00	2,410.46	0.00	5,589.54	30.13
101-191-726.001	POSTAGE	8,500.00	8,500.00	1,991.57	0.00	6,508.43	23.43
101-191-860.000	MILEAGE	400.00	400.00	0.00	0.00	400.00	0.00
101-191-901.000	ADVERTISING	400.00	400.00	0.00	0.00	400.00	0.00
101-191-935.010	MACHINE MAINTENANCE	3,000.00	3,000.00	0.00	0.00	400.00	0.00
101-191-935.015	COMPUTER SUPPORT SYSTEMS	5,000.00	5,000.00	0.00	0.00	3,000.00	0.00
Total Dept 191-ELECTIONS		45,300.00	45,300.00	4,698.28	0.00	40,601.72	10.37

GL NUMBER	DESCRIPTION	2017		YTD BALANCE 04/30/2017	ACTIVITY FOR MONTH 04/30/17	AVAILABLE BALANCE	% BDC USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
Dept 215-TOWNSHIP CLERK							
101-215-701.300	WAGES - CLERK	71,889.32	71,889.32	22,119.76	5,529.94	49,769.56	30.77
101-215-701.302	WAGES - DEPUTY CLERK	40,804.00	40,804.00	12,555.04	3,138.76	28,248.96	30.77
101-215-701.303	WAGES - ACCOUNTANT	6,000.00	6,000.00	615.00	0.00	5,385.00	10.25
101-215-726.000	SUPPLIES	1,000.00	1,000.00	465.17	5.99	534.83	46.52
101-215-860.300	MILEAGE - CLERK	400.00	400.00	0.00	0.00	400.00	0.00
101-215-860.301	MILEAGE - DEPUTY CLERK	400.00	400.00	0.00	0.00	400.00	0.00
101-215-956.016	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	0.00
101-215-960.000	EDUCATION & TRAINING	6,000.00	6,000.00	1,916.41	1,840.93	4,083.59	31.94
101-215-965.000	DUES & PUBLICATIONS	700.00	700.00	0.00	0.00	700.00	0.00
Total Dept 215-TOWNSHIP CLERK		127,693.32	127,693.32	37,671.38	10,515.62	90,021.94	29.50
Dept 247-BOARD OF REVIEW							
101-247-701.400	WAGES - B OF R	1,500.00	1,500.00	500.00	500.00	1,000.00	33.33
101-247-701.401	WAGES - B OF R	1,500.00	1,500.00	500.00	500.00	1,000.00	33.33
101-247-701.402	WAGES - B OF R	1,500.00	1,500.00	500.00	500.00	1,000.00	33.33
101-247-701.403	WAGES - B OF R	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-247-960.000	EDUCATION & TRAINING	200.00	200.00	0.00	0.00	200.00	0.00
Total Dept 247-BOARD OF REVIEW		6,200.00	6,200.00	1,500.00	1,500.00	4,700.00	24.19
Dept 253-TOWNSHIP TREASURER							
101-253-701.500	WAGES - TREASURER	71,889.32	71,889.32	22,122.88	5,530.72	49,766.44	30.77
101-253-701.501	WAGES - ASSISTANT	7,000.00	7,000.00	1,528.03	371.07	5,471.97	21.83
101-253-701.502	WAGES - DEPUTY TREASURER	40,804.00	40,804.00	12,555.04	3,138.76	28,248.96	30.77
101-253-726.000	SUPPLIES	2,500.00	2,500.00	365.16	0.00	2,134.84	14.61
101-253-726.001	POSTAGE	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
101-253-801.000	LEGAL SERVICES	3,000.00	3,000.00	540.00	0.00	2,460.00	18.00
101-253-809.000	Bank Fees	300.00	300.00	0.00	0.00	300.00	0.00
101-253-860.500	MILEAGE - TREASURER	700.00	700.00	138.57	75.44	561.43	19.80
101-253-860.501	MILEAGE - DEPUTY TREASURER	200.00	200.00	118.93	0.00	81.07	59.47
101-253-900.000	PRINTING & PUBLISHING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-253-901.000	ADVERTISING	100.00	100.00	0.00	0.00	100.00	0.00
101-253-960.000	EDUCATION & TRAINING	4,500.00	4,500.00	1,099.30	862.82	3,400.70	24.43
101-253-965.000	DUES & PUBLICATIONS	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 253-TOWNSHIP TREASURER		139,493.32	139,493.32	38,467.91	9,978.81	101,025.41	27.58
Dept 258-COMPUTER SUPPORT							
101-258-726.000	SUPPLIES	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
101-258-935.015	COMPUTER SUPPORT SYSTEMS	22,000.00	22,000.00	14,436.47	168.59	7,563.53	65.62
101-258-935.016	COMPUTER NETWORK	4,000.00	4,000.00	300.00	75.00	3,700.00	7.50
Total Dept 258-COMPUTER SUPPORT		32,000.00	32,000.00	14,736.47	243.59	17,263.53	46.05
Dept 265-TOWNSHIP HALL							
101-265-701.011	Maintenance Wages	10,000.00	10,000.00	2,196.75	304.50	7,803.25	21.97
101-265-726.003	SUPPLIES-MAINTANCE	3,500.00	3,500.00	257.57	202.60	3,242.43	7.36
101-265-850.000	TELEPHONE	15,000.00	15,000.00	5,097.04	1,265.55	9,902.96	33.98
101-265-920.601	HEATING / GAS	12,000.00	12,000.00	4,810.01	1,550.83	7,189.99	40.08
101-265-920.602	WATER / SEWER	5,000.00	5,000.00	429.80	143.17	4,570.20	8.60

PERIOD ENDIN 30/2017

2017
 ORIGINAL BUDGET AMENDED BUDGET

ACTIVITY FOR MONTH 04/30/17

YTD BALANCE 04/30/2017

AVAILABLE BALANCE

% BDTG USED

GL NUMBER	DESCRIPTION	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	YTD BALANCE 04/30/2017	ACTIVITY FOR MONTH 04/30/17	AVAILABLE BALANCE	% BDTG USED
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-265-920.603	LIGHTS BUILDING	13,500.00	13,500.00	2,814.53	0.00	10,685.47	20.85
101-265-935.601	SNOW PLOWING	10,000.00	10,000.00	1,635.00	210.00	8,365.00	16.35
101-265-935.602	LAWN MAINTENANCE	10,000.00	10,000.00	1,000.00	0.00	9,000.00	10.00
101-265-935.603	CLEANING SERVICE	15,000.00	15,000.00	3,450.00	1,150.00	11,550.00	23.00
101-265-935.604	RUBBISH REMOVAL	1,000.00	1,000.00	316.00	79.00	684.00	31.60
101-265-935.605	BUILDING REPAIR	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00
101-265-935.606	ELECTRONIC PROTECTION SYSTEM	1,500.00	1,500.00	709.50	354.75	790.50	47.30
101-265-935.608	MAINTENANCE-OTHER	15,000.00	15,000.00	5,253.76	0.00	9,746.24	35.03
Total Dept 265-TOWNSHIP HALL		161,500.00	161,500.00	27,969.96	5,260.40	133,530.04	17.32
Dept 301-POLICE SERVICES							
101-301-830.000	POLICE CONTRACT	1,025,365.00	1,025,365.00	0.00	0.00	1,025,365.00	0.00
Total Dept 301-POLICE SERVICES		1,025,365.00	1,025,365.00	0.00	0.00	1,025,365.00	0.00
Dept 371-TOWNSHIP BUILDING INSPECTOR							
101-371-701.703	WAGES - BUILDING	66,600.41	66,600.41	20,492.40	5,123.10	46,108.01	30.77
101-371-701.704	WAGES - BUILDING	22,000.00	22,000.00	5,012.14	1,060.50	16,987.86	22.78
101-371-701.705	WAGES - CONSTRUCTION BOARD	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-371-726.000	SUPPLIES	1,000.00	1,000.00	164.00	121.00	836.00	16.40
101-371-960.000	EDUCATION & TRAINING	1,000.00	1,000.00	440.00	0.00	560.00	44.00
101-371-965.000	DUES & PUBLICATIONS	700.00	700.00	570.95	0.00	129.05	81.56
Total Dept 371-TOWNSHIP BUILDING INSPECTOR		92,300.41	92,300.41	26,679.49	6,304.60	65,620.92	28.91
Dept 400-PLANNING COMMISSION							
101-400-701.800	WAGES - PLANNING	2,200.00	2,200.00	400.00	100.00	1,800.00	18.18
101-400-701.801	WAGES - PLANNING	2,200.00	2,200.00	400.00	100.00	1,800.00	18.18
101-400-701.802	WAGES - PLANNING	2,200.00	2,200.00	400.00	100.00	1,800.00	18.18
101-400-701.804	WAGES - PLANNING	2,200.00	2,200.00	300.00	100.00	1,900.00	13.64
101-400-701.805	WAGES - PLANNING	2,200.00	2,200.00	400.00	100.00	1,800.00	18.18
101-400-701.806	WAGES - PLANNING	2,200.00	2,200.00	400.00	100.00	1,800.00	18.18
101-400-701.808	WAGES - PLANNING	2,200.00	2,200.00	400.00	100.00	1,800.00	18.18
101-400-801.000	LEGAL SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
101-400-805.000	CONTRACTED AND OTHER SERVICES	6,000.00	6,000.00	227.50	72.00	5,772.50	3.79
101-400-900.000	PRINTING & PUBLISHING	1,000.00	1,000.00	102.06	102.06	897.94	10.21
101-400-901.000	ADVERTISING	2,000.00	2,000.00	465.00	0.00	1,535.00	23.25
101-400-960.000	EDUCATION & TRAINING	2,000.00	2,000.00	260.00	260.00	1,740.00	13.00
101-400-965.000	DUES & PUBLICATIONS	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 400-PLANNING COMMISSION		46,900.00	46,900.00	3,754.56	1,134.06	43,145.44	8.01
Dept 401-TOWNSHIP PLANNER							
101-401-701.900	WAGES - PLANNER	68,334.91	68,334.91	21,026.16	5,256.54	47,308.75	30.77
101-401-701.901	WAGES - DEPUTY PLANNER	52,148.16	52,148.16	4,110.11	0.00	48,038.05	7.88
101-401-726.000	SUPPLIES	1,000.00	1,000.00	29.47	9.98	970.53	2.95
101-401-860.900	MILEAGE - TOWNSHIP PLANNER	150.00	150.00	0.00	0.00	150.00	0.00
101-401-860.901	MILEAGE - DEPUTY PLANNER	150.00	150.00	0.00	0.00	150.00	0.00
101-401-900.000	PRINTING & PUBLISHING	2,000.00	2,000.00	370.00	0.00	1,630.00	18.50
101-401-960.000	EDUCATION & TRAINING	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
101-401-965.000	DUES & PUBLICATIONS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP

PERIOD ENDIN 30/2017

2017

ACTIVITY FOR MONTH 04/30/17

YTD BALANCE 04/30/2017

2017 AMENDED BUDGET

ORIGINAL BUDGET

DESCRIPTION

GL NUMBER


AVAILABLE BALANCE / % B DGT USED

Fund 101 - GENERAL OPERATING FUND Expenditures

Total Dept 401-TOWNSHIP PLANNER	129,283.07	129,283.07	25,535.74	5,266.52	103,747.33	19.75
Dept 410-ZONING BOARD OF APPEALS						
101-410-701.001 WAGES - ZONING	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
101-410-701.002 WAGES - ZONING	1,200.00	1,200.00	100.00	0.00	1,100.00	8.33
101-410-701.003 WAGES - ZONING	1,200.00	1,200.00	100.00	0.00	1,100.00	8.33
101-410-701.004 WAGES - ZONING	1,200.00	1,200.00	100.00	0.00	1,100.00	8.33
101-410-701.005 WAGES - ZONING	1,200.00	1,200.00	100.00	0.00	1,100.00	8.33
101-410-801.000 LEGAL SERVICES	10,000.00	10,000.00	2,116.50	185.00	7,883.50	21.17
101-410-805.000 CONTRACTED AND OTHER SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-410-901.000 ADVERTISING	2,000.00	2,000.00	532.25	532.25	1,467.75	26.61
101-410-960.000 EDUCATION & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 410-ZONING BOARD OF APPEALS	20,000.00	20,000.00	3,048.75	717.25	16,951.25	15.24
Dept 412-ZONING ADMINISTRATOR						
101-412-701.601 WAGES	48,985.00	48,985.00	15,072.32	3,768.08	33,912.68	30.77
101-412-701.602 WAGES ZONING	15,000.00	15,000.00	4,303.20	1,223.20	10,696.80	28.69
101-412-726.000 SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-412-860.601 MILEAGE - ZONING ADMIN	150.00	150.00	0.00	0.00	150.00	0.00
101-412-860.602 MILEAGE - DEPT ZONING	150.00	150.00	0.00	0.00	150.00	0.00
101-412-960.000 EDUCATION & TRAINING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-412-965.000 DUES & PUBLICATIONS	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 412-ZONING ADMINISTRATOR	67,785.00	67,785.00	19,375.52	4,991.28	48,409.48	28.58
Dept 448-STREET LIGHTS - TOWNSHIP						
101-448-920.005 STREET LIGHTS TOWNSHIP	92,000.00	92,000.00	19,345.99	5,730.74	72,654.01	21.03
Total Dept 448-STREET LIGHTS - TOWNSHIP	92,000.00	92,000.00	19,345.99	5,730.74	72,654.01	21.03
Dept 747-COMMUNITY PROMOTIONS						
101-747-880.003 COM. PROM. - TRAVERSE BAY EDC	15,000.00	15,000.00	15,000.00	0.00	0.00	100.00
101-747-880.004 COM. PROM. - TC-TALUS	3,000.00	3,000.00	3,000.00	0.00	0.00	100.00
101-747-880.007 COM. PROM. - COMMUNITY AWAREN	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
101-747-880.008 COM. PROM. - CONTRACTED SERVI	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
101-747-880.011 COM. PROM. - P.E.G.	95,000.00	95,000.00	47,970.20	24,011.46	47,029.80	50.49
101-747-880.017 COM. PROM. - TV BOARD	2,500.00	2,500.00	660.00	380.00	1,840.00	26.40
101-747-880.018 COM. PROM. - MILFOIL	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
Total Dept 747-COMMUNITY PROMOTIONS	163,500.00	163,500.00	66,630.20	24,391.46	96,869.80	40.75
Dept 806-TOWNSHIP VEHICLES						
101-806-862.000 GAS & CAR WASHES	4,000.00	4,000.00	396.52	132.72	3,603.48	9.91
101-806-863.000 OIL CHANGES	500.00	500.00	32.15	0.00	467.85	6.43
101-806-864.000 MISCELLANEOUS	3,500.00	3,500.00	145.00	0.00	3,355.00	4.14
Total Dept 806-TOWNSHIP VEHICLES	8,000.00	8,000.00	573.67	132.72	7,426.33	7.17

EXPENDITURE REPORT FOR GARFIELD TOWNSHIP
 PERIOD END: /30/2017

GL NUMBER	DESCRIPTION	2017 ORIGINAL BUDGET	2017 AMENDED BUDGET	YTD BALANCE 04/30/2017	ACTIVITY FOR MONTH 04/30/17	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
Dept 851-EMPLOYEE BENEFITS & INSURANCES							
101-851-701.000	WAGES	16,000.00	16,000.00	1,929.48	482.37	14,070.52	12.06
101-851-873.001	John Hancock 403B	90,000.00	90,000.00	76,666.35	0.00	13,333.65	85.18
101-851-873.010	SOCIAL SECURITY - EMPLOYER	80,000.00	80,000.00	20,274.88	5,130.89	59,725.12	25.34
101-851-873.020	VACATION & PERSONAL PAYOUT	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-851-873.030	INSURANCE - EMPLOYEE HEALTH	250,000.00	250,000.00	74,639.93	13,268.53	175,360.07	29.86
101-851-873.040	INSURANCE - EMPLOYEE LIFE	9,000.00	9,000.00	3,300.62	639.30	5,699.38	36.67
101-851-912.001	INSURANCE - LIABILITY	13,000.00	13,000.00	11,878.00	0.00	1,122.00	91.37
101-851-912.002	INSURANCE - WORKMENS COMP.	7,500.00	7,500.00	1,695.00	0.00	5,805.00	22.60
Total Dept 851-EMPLOYEE BENEFITS & INSURANCES		470,500.00	470,500.00	190,384.26	19,521.09	280,115.74	40.46
Dept 900-CAPITAL OUTLAY							
101-900-970.001	CAPITAL OUTLAY - ELECTIONS	110,000.00	110,000.00	0.00	0.00	110,000.00	0.00
101-900-970.002	CAPITAL OUTLAY - TOWNSHIP HAL	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00
101-900-970.003	CAPITAL OUTLAY - COMPUTER	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-900-970.005	CAPITAL OUTLAY - LAND	0.00	0.00	364.27	0.00	(364.27)	100.00
Total Dept 900-CAPITAL OUTLAY		165,000.00	165,000.00	364.27	0.00	164,635.73	0.22
TOTAL EXPENDITURES		3,320,380.49	3,320,380.49	633,578.53	140,450.19	2,686,801.96	19.08
Fund 101 - GENERAL OPERATING FUND:							
TOTAL EXPENDITURES		3,320,380.49	3,320,380.49	633,578.53	140,450.19	2,686,801.96	19.08

 Charter Township of Garfield Planning Department Report No. PD 2017-30			
Prepared:	April 19, 2017	Pages:	1 of 5
Meeting:	May 9, 2017 Township Board	Attachments:	<input type="checkbox"/>
Subject:	Zoning Ordinance Amendment #6 - Public Hearing		

Please Note: with the exception of updating the "Action Requested" portion of this report it remains the same as the report provided to you at the April 11, 2017 meeting.

BACKGROUND:

Based on discussion at previous planning commission meetings (12-14-17, 1-25-17, 2-8-17, 3-8-17) the Planning Commission was supportive of allowing hotels in the C-P Planned Shopping district provided the height and number of stories for hotels in all districts were addressed.

STAFF COMMENT

The public hearing was held on March 8, 2017, with one person commenting and requesting a change to allow an increase in height and decrease in setbacks for the use. Following discussion, the Planning Commission voted 6-1 to recommend the amendment to the Township Board as presented. For clarification, the descending vote preferred a 40 foot height maximum (rather than 35) but supported permitting the use in the C-P District.

The Planning Commission was supportive to the idea of allowing the Hotel use in the C-P district but required clarification and additional information such as the height and number of stories of existing hotels. The following information was evaluated by the planning commission prior to drafting the language and resulted in the recommendation.

Height / # of Stories:

As a reminder, the Zoning Ordinance limits the height of buildings in the C-G zone to 35-feet, although this can increase on a 1-to-1 foot basis as setbacks increase. There is no maximum number of stories for hotels in the C-G, C-H, or C-P districts. However, anything over 35-feet does require FAA approval.

For clarification, height is measured to the middle of the roof on peaked roofs or to the top of a flat roof. Measuring to the middle of a peaked roof allows for a more aesthetic roof line, however absent architectural regulations (not encouraged) allowing additional height does not guarantee a peaked roof. Traditionally, hotel projects in Garfield Township were approved by way of a PUD, which allows leniency on height, if requested.

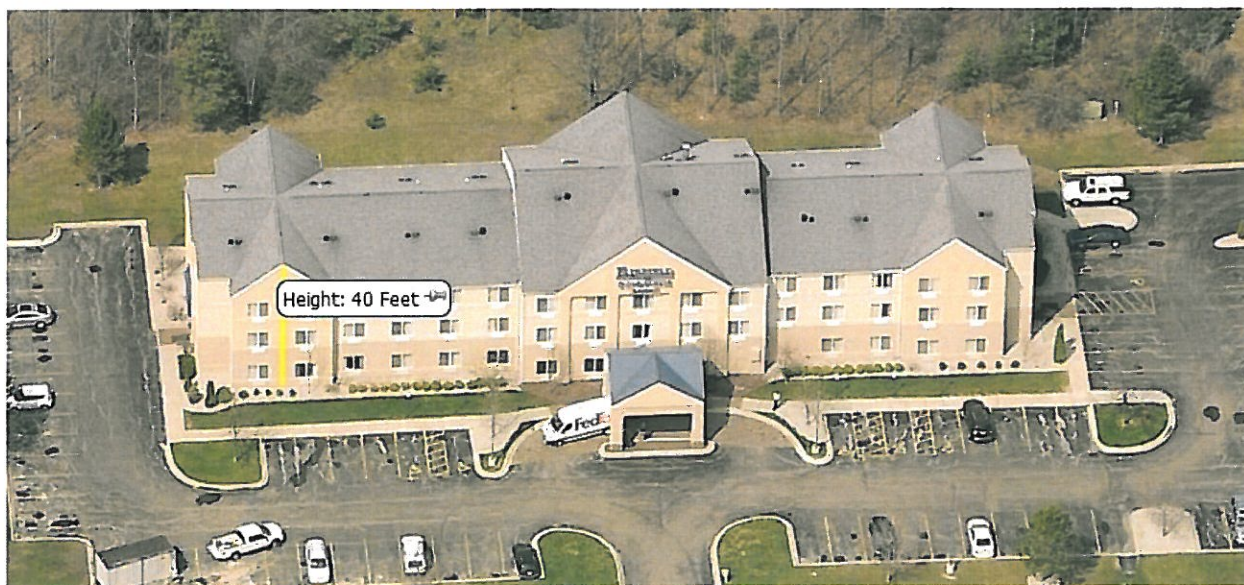
In an effort to make an informed decision the Planning Commission asked for an evaluation of the three existing hotels in the area near the intersection of W. South Airport and US-31 South (Sam's Club).

Our findings are as follows:

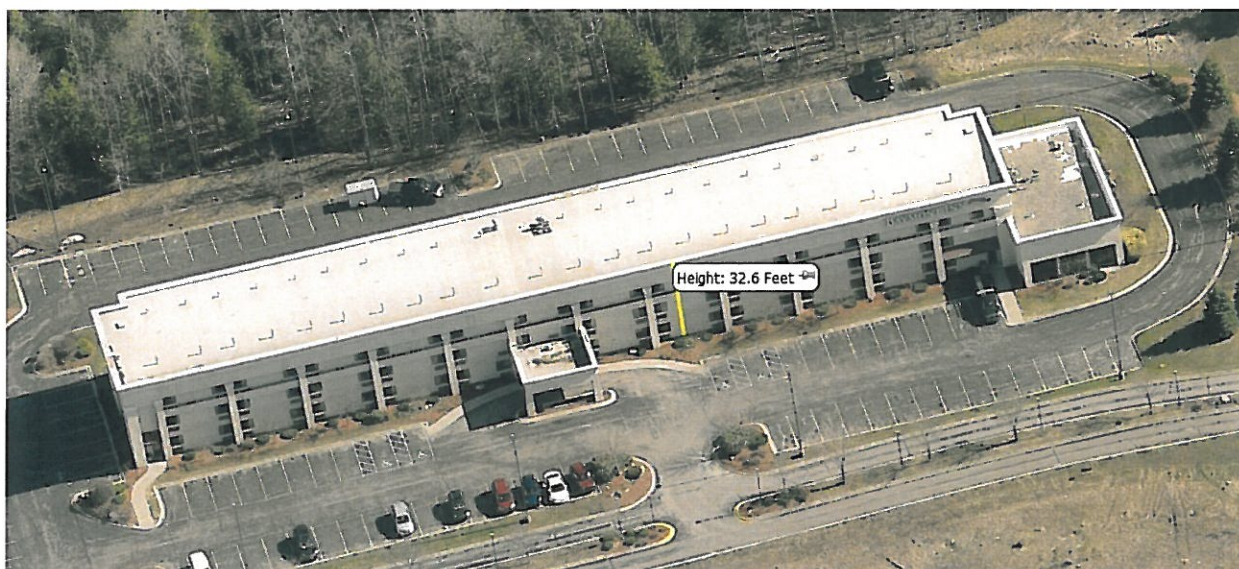
- Courtyard by Marriot (S. Airport Road). 3 stories; ~ 41 feet in height to middle of roof / 35 feet to eave - Allowed extra height due to PUD. A buildings height is measured to the middle of the roof on peaked roofs.



- Fairfield Inn & Suites (North Country Drive near Cracker Barrel). 3 stories, ~ 35 feet in height to middle of roof - 40 to the peak. (not a PUD). Again, height is measured to the middle of the roof.



- Baymont Inn (US-31). 3 stories, ~32 feet in height to flat roof. (not a PUD)



Following discussion, the Planning Commission (majority) felt that the district maximum of 35 feet combined with a 3-story limitation was warranted to stay consistent with hotels currently in place. The Planning Commission discussed this topic on numerous instances spanning several months and have made the recommendation to move the amendment forward as written.

THE FOLLOWING LANGUAGE IS PROPOSED TO BE REPLACED IN ITS ENTIRETY

Section 320 B (5)

- (5) Hotels and Motels under the following conditions:
- Minimum Floor Area: Each guest unit shall contain not less than two hundred fifty (250) square feet of floor area.
 - Minimum Lot Area: 800 square feet of lot area per guest unit, with a minimum one (1) acre lot and one hundred fifty (150) feet of road frontage:
 - Maximum Lot Coverage: All buildings, including accessory buildings, shall not occupy more than twenty-five percent (25%) of the net area within property lines of land developed at any one time.
 - Minimum Yard Dimensions: All buildings shall be set back no less than one hundred (100) feet from any street line, and no less than forty (40) feet from any side or rear property line.
 - Site Screening: The site may be enclosed by an open structure wood or wire fences along any yard line, but shall not exceed six (6) feet in height. Shrubs and/or trees may be used to screen alone or in combination with structural screens. No screening shall in any way impair safe vertical or horizontal sight distance for any moving vehicle.

Screening at least four (4) feet high shall be erected to prevent headlight glare from shining on adjacent residential or agricultural property. No screening shall be closer than seventy-five (75) feet to any street line, except for headlight screening which shall not be closer than thirty (30) feet.

- (f) Swimming pools and other outdoor recreational uses, PROVIDED, such facilities are an accessory use to a permitted use within the district and are located on the same site as the principal use to which they are accessory.
- (g) Accessory uses, such as meeting rooms, tavern, bar or similar uses, PROVIDED, such accessory use shall be carried on within the same building as the principal use. A caretaker's or proprietor's residence shall be permitted as an accessory use only when the principal use is a motel, motor-hotel, or other transient tourist facility.

THE FOLLOWING LANGUAGE IS *PROPOSED* TO REPLACE SECTION 320 B (5) IN ITS ENTIRETY

- 5. Hotels and Motels under the following conditions:
 - a. The property has a minimum lot area of one (1) acre and one hundred fifty (150) feet of road frontage.
 - i. In addition to "a" above, a minimum of 800 square feet of lot area is required per guest unit.
 - b. Guest units shall have a minimum size of two hundred fifty (250) square feet of floor area.
 - c. All structures shall have a minimum front yard setback of one-hundred (100) feet and a side yard setback of no less than 40 feet.
 - d. The structure shall not exceed 35' in height and shall not exceed 3 stories.
 - i. For the purpose of "d" above, height exceptions permitted by Section 614 of this ordinance shall not apply.
 - e. The maximum lot coverage shall not exceed twenty-five percent (25%) of the property.
 - f. Indoor accessory uses such as meeting rooms, taverns, restaurants or similar uses, may be permitted provided they are located within or attached to the hotel.
 - g. Outdoor swimming pools and other outdoor recreational uses may be permitted, provided such facilities are deemed an accessory use to the hotel, and are located on the same parcel.

THE FOLLOWING LANGUAGE IS PROPOSED TO BE ADDED TO ARTICLE 3 SECTION 322, B.:

- (2) Hotels and Motels, subject to the conditions specified in Section 320.B(5)

ACTION REQUESTED:

In my absence, there appeared to be a great deal of confusion regarding the recommended amendment language at the (April 11, 2017) Township Board meeting. As a result, you have not been provided with the required documents to formally adopt the amendment, instead Staff requests direction following the public hearing and discussion of the proposed amendment.

The Board should consider one of the following:

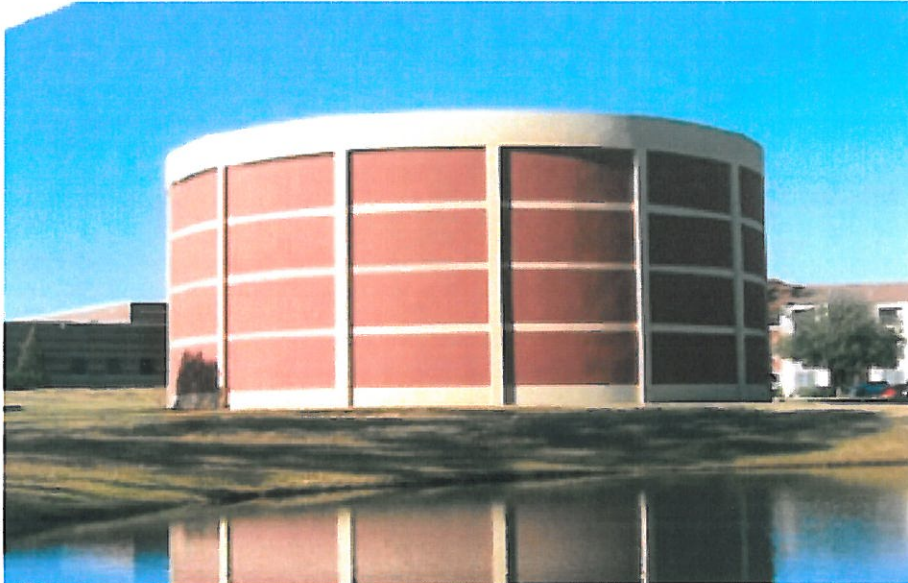
1. Direct Staff to prepare a formal amendment and resolution to approve the amendment.
2. Send the amendment back to the PC with further direction. (please note: height and stories have already been studied so a specific directive is needed)
3. Direct Staff to prepare a reasoning for denial of the Planning Commission's recommended amendment.

DIVISION A: NORTHWEST INFRASTRUCTURE PROJECT – WATER STORAGE TANK
CONCRETE TANK ARCHITECTURAL OPTIONS / COSTS

7. b.



OPTION 1: Brick pilasters going up to the dome ring. \$110,000 Cost Added to tank base price
Color is Twp choice, this is an example)



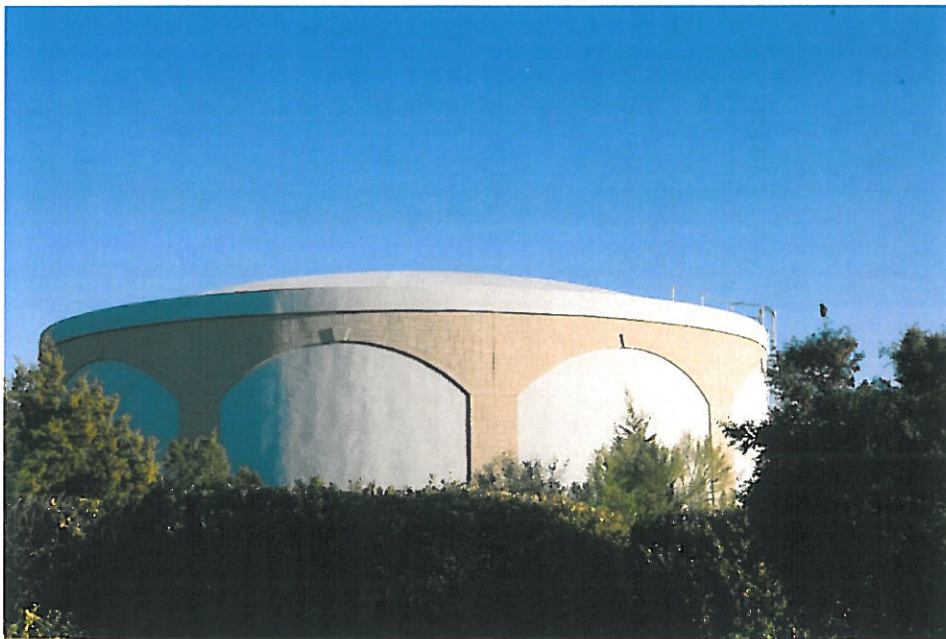
OPTION 2 - Orlando Tank: More expensive because completely wrapped (exterior finish concrete coat) which warrants additional design, wall thickness, materials. Cost Adder of \$175,000 to base tank price
Color is Twp choice (this is an example)

DIVISION A: NORTHWEST INFRASTRUCTURE PROJECT – WATER STORAGE TANK
CONCRETE TANK ARCHITECTURAL OPTIONS / COSTS



OPTION 3- Pleasant Prairie: Exterior Concrete arches and pilasters

The additional cost for this architectural treatment would be \$60,000.00 added to the base tank price
Color by Owner, this is an example

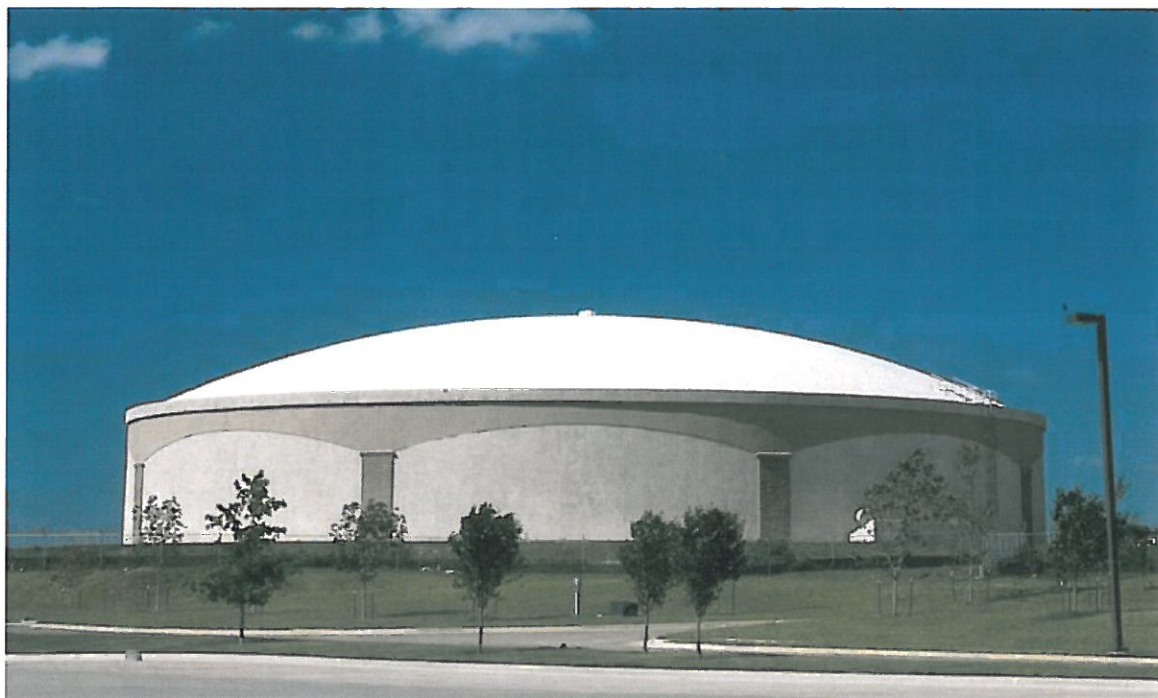


OPTION 4- Lakeway, TX : Exterior Stamped Concrete arches and pilasters to give a stone masonry look

Additional \$65,000.00 added to the base tank price.

Example, color selection by owner

DIVISION A: NORTHWEST INFRASTRUCTURE PROJECT – WATER STORAGE TANK
CONCRETE TANK ARCHITECTURAL OPTIONS / COSTS



OPTION 5: Irving, TX

Exterior Concrete arches with masonry (Brick) pilasters. The additional cost for this architectural treatment would be \$115,000.00 added to the base tank price.

Example (color selection by Owner)

The City of Traverse City and Charter Township of Garfield
Recreational Authority

324 Munson Avenue
Traverse City, MI 49686
(231) 929-3696

May 3, 2017

Rob Larrea, Planning Director
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

Dear Rob,

This letter regards the construction of the small wildlife viewing platform at Historic Barns Park under DNR Project Number TF11-09. As you know, construction has been delayed by negotiations between the City of Traverse City and the Michigan Department of Environmental Quality (DEQ) regarding a proposed wetland conservation easement in the area of the park that is to contain the wildlife viewing platform. Now that that issue has been settled, I am pleased to report that there is an end in sight, and that the DEQ and City have both issued the necessary permits to construct the platform as originally planned.

However, as you and I discussed, I am having trouble in obtaining a third labor bid on the deck, as would be preferred by the DNR. The project is small enough and area contractors are busy enough that we are just not drawing much interest. Out of six vendors invited to bid, we do have two good bids, but the contractor market is so busy in the area that I am increasingly worried about finally getting this done by July as the most recent grant extension allows. I also believe that any additional quotes we might obtain at this point will be more expensive than the two we already have.

Therefore, it is my recommendation that we move forward on a selection process with the two bids we have in hand. Please let me know whatever else you need, and I'll be happy to assist in any way to bring this project to its successful conclusion.

Sincerely,



Matt Cowall
Executive Director

Matthew Cowall

From: Jenee Rowe <jenee@ecoseeds.org>
Sent: Wednesday, May 03, 2017 10:25 AM
To: Matthew Cowall
Cc: Bill Watson
Subject: SEEDS will honor bid

Matt,

SEEDS will happily honor the 2016 bid we provided for Rec Authority and Garfield Twp.

We are grateful for the opportunity to bid the wildlife observation deck.

We have our experienced YouthCorps members ready to build.

My best,
Jenee

Sent from my iPhone

Dorothy Petroskey

From: Matthew Cowall [mcowall@liaa.org]
Sent: Wednesday, May 03, 2017 1:24 PM
To: Dorothy Petroskey
Cc: Roberto Larrea
Subject: RE: TF11-109, wildlife viewing platform at Historic Barns Park
Attachments: platform_letter_2017.pdf; SEEDS honor bid.pdf

Hi Dorothy and Rob,

Attached is an email from SEEDS confirming that they held this bid open for this project, along with a letter of explanation from me. Let me know if this will work or if you need anything else. Bunglaow Builders did not put a deadline or expiration date on their proposal, but I have reached out to them anyway and await their response.

I will drop off hard copies of these shortly; I need to swing by your office in a little bit anyway to pick up checks for the Rec Authority meeting tonight.

Thanks,

Matt

Matt Cowall
Executive Director
City of Traverse City and Charter Township of Garfield Recreational Authority
124 Munson Avenue
Traverse City, MI 49686
231-929-3696
www.liaa.org

From: Dorothy Petroskey [mailto:dpetroskey@garfield-twp.com]
Sent: Tuesday, May 02, 2017 8:03 AM
To: Matthew Cowall <mcowall@liaa.org>
Subject: FW: TF11-109, wildlife viewing platform at Historic Barns Park

Matt

Good Morning! As you can see we received a response from Tamara this morning. A couple of things we will need from you.

- 1) The proposals are dated for 2016. Can you confirm that these bids are still good. This will go before the Township Board next week (May 9) and I am sure that is the first thing they will ask. If we can get something in writing from SEEDS and Bungalow Builders that would be great. The packets go out Thursday by noon.
- 2) A written statement that indicates that bids were sought (similar to your email) and only two were received.

If you can drop these by and maybe meet a few minutes with Rob to discuss the project (so he can relate the same to Board—as he will have to draft a report to go with these items in the packet) that would be great.

Thank you!

Dorothy

From: Roberto Larrea
Sent: Tuesday, May 02, 2017 7:49 AM
To: Jorkasky, Tamara (DNR)
Cc: Matthew Cowall; Dorothy Petroskey
Subject: RE: TF11-109, wildlife viewing platform at Historic Barns Park

Tamara,
Thank you for your time and assistance it is greatly appreciated.

Have a good day,

Rob Larrea, AICP
Director of Planning
Garfield Charter Township
3848 Veterans Drive
Traverse City, MI 49684
(231) 941-1620 Ext. 223
rlarrea@garfield-twp.com

From: Jorkasky, Tamara (DNR) [<mailto:JorkaskyT@michigan.gov>]
Sent: Tuesday, May 02, 2017 7:47 AM
To: Roberto Larrea
Cc: Matthew Cowall; Dorothy Petroskey
Subject: RE: TF11-109, wildlife viewing platform at Historic Barns Park

Hello Rob,

I'm sorry for the delay in response. If you can show that you attempted to obtain 3 bids (and even a response of no bid) and the 2 bids you received are reasonable we can accept those 2 as meeting our requirements. Please e-mail the Contractor/Vendor Selection Form (PR1911-1), bid tab and a justification letter. The justification letter should outline the steps you went through to obtain bids and why you feel the 2 bids are reasonable. The form PR1911-1 is on our website, http://www.michigan.gov/dnr/0,4570,7-153-58225_58301-254943--,00.html.

Let me know if you have any other questions.

Tamara Jorkasky, Grant Coordinator (Region 2 and 4)
Grants Management Section
Finance and Operations Division
Michigan Department of Natural Resources
Phone: 517-284-5948
Website: www.michigan.gov/dnr
MiRecGrants Website: <https://secure1.state.mi.us/MIRGS/login2.aspx?APPTHEME=MIDNR>

From: Roberto Larrea [<mailto:rlarrea@garfield-twp.com>]
Sent: Monday, May 1, 2017 5:50 PM
To: Jorkasky, Tamara (DNR) <JorkaskyT@michigan.gov>
Matthew Cowall <mcowall@liaa.org>; Dorothy Petroskey <dpetroskey@garfield-twp.com>
Subject: FW: TF11-109, wildlife viewing platform at Historic Barns Park

Hi Tamara,

Can you please provide us with direction on the email request below?

Thank you in advance for your time and assistance.

Rob Larrea, AICP
Director of Planning
Garfield Charter Township
3848 Veterans Drive
Traverse City, MI 49684
(231) 941-1620 Ext. 223
rlarrea@garfield-twp.com

From: Roberto Larrea
Sent: Thursday, April 20, 2017 9:32 AM
To: 'jorkaskyt@michigan.gov'
Cc: Dorothy Petroskey; Matthew Cowall
Subject: FW: TF11-109, wildlife viewing platform at Historic Barns Park

Hi Tamara,

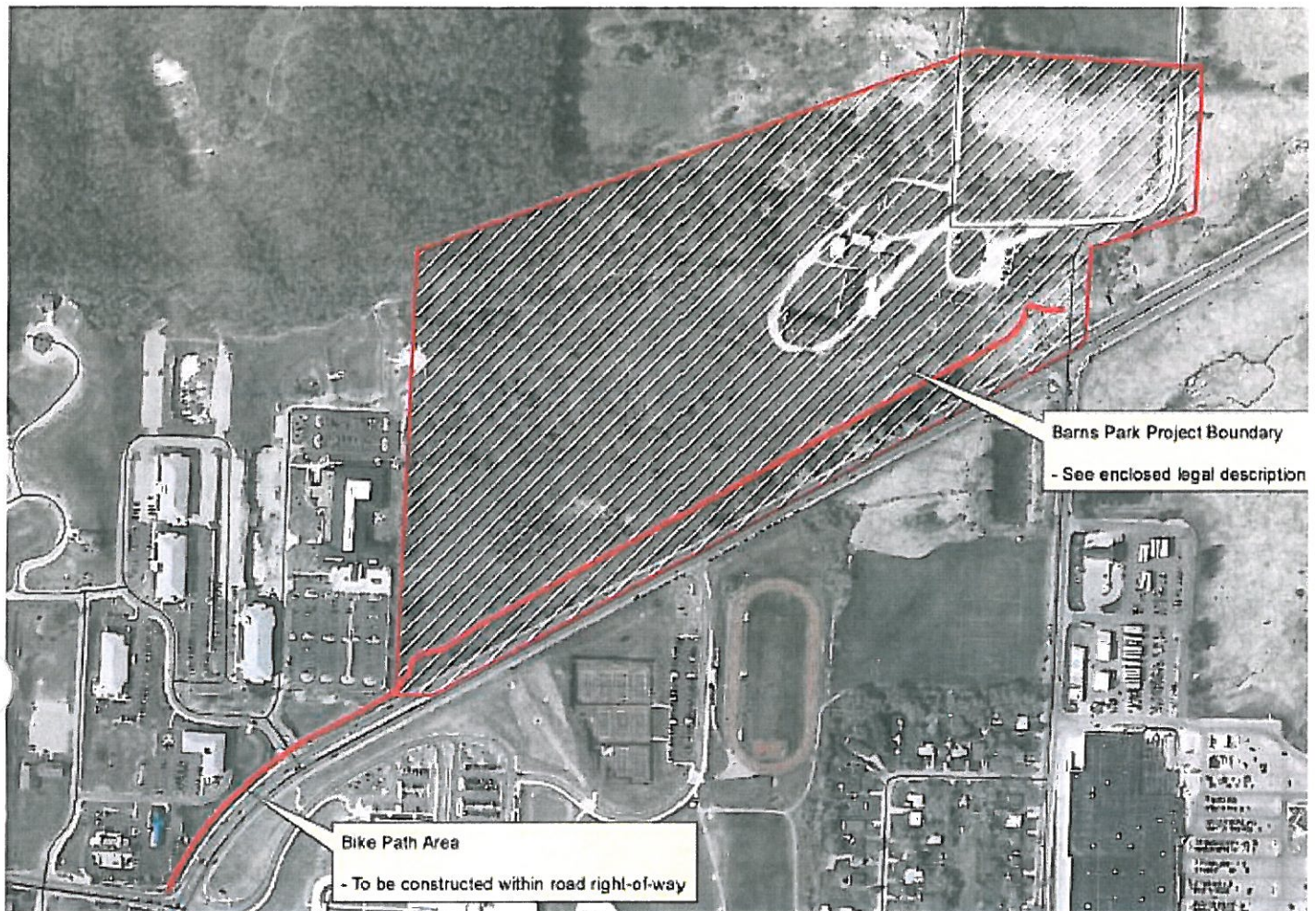
We are attempting to fulfill the requirements outlined in the Development Project Agreement for the Historic Barns Park and Garden Development Grant (TF11-109) for the Charter Township of Garfield in Grand Traverse County. As you are aware, the project agreement requires the solicitation of three bids for projects within a certain cost range. We are having difficulty (please see email below) obtaining a 3rd bid despite aggressively pursuing one. We are pretty confident in the two bids that we have received and would like to request to move forward without the third. I have attached an illustration of the project boundary below for your convenience and should mention that the item in question is the small wildlife observation deck, which is minor in scope to the overall project but a very important element of this project and the remaining piece needed to complete the project. Thank you for your consideration in this matter and we

look forward to hearing from you to discuss this request further.

Project Boundary Map

Historic Barns Park & Gardens Development - TF-11-109

R. V. D. P. O.
12/18/12



Rob Larrea, AICP
Director of Planning
Garfield Charter Township
3848 Veterans Drive
Traverse City, MI 49684
(231) 941-1620 Ext. 223
rlarrea@garfield-twp.com

From: Matthew Cowall [<mailto:mcowall@iaa.org>]
Sent: Wednesday, April 19, 2017 6:06 PM
To: Dorothy Petroskey
Subject: TF11-09, wildlife viewing platform at Historic Barns Park

Dorothy,

As you and I discussed, I have been absolutely flummoxed in obtaining a third labor bid on the little wildlife deck that is prescribed to be built under the grant. The project is small enough and contractors are busy enough that we are just not

drawing much interest. I do have two good bids, but the contractor market is so busy in the area that I am increasingly worried about finally getting this done by July as the most recent extension allows. After all the delays related to the wetland easement, I would really like to put a bow on this project ASAP! Would you be willing to forward this email on your staff contact at the Trust Fund? I am trying to determine if there is any option to proceed with only two bids to loose from.

Thanks!

Matt

Matt Cowall
Executive Director
The City of Traverse City and Charter Township of Garfield Recreational Authority
324 Munson Avenue
Traverse City, MI 49686
231-929-3696
www.liaa.org

seeds

Ecology + Education + Design



Youth Conservation Corps

313-276-0111

Quote

Date:	May 4, 2016
Valid Until:	7/1/2016
Quote #:	4
Customer ID:	Garfield Twp

Customer:

Garfield Twp - Rec Authority

Historic Barns Park

Brian VanBenBrand

231-941-1620

Bbvandenbrand@garfield-twp.com

Project Description

Construct a wildlife deck in the wetland area at Historic Barns Park, as permitted by the approved DEQ permit. The deck will be built level with grade of existing sidewalk and have railings. It will have a 1 sided kiosk and two benches. Footings will be concrete.

SEEDS submittor signature: *Jenee Rowe*

	Line Total
Youth Conservation Corps Team will construct wildlife observation deck to specs and as detailed in approved permits	\$6,750.00
Permit preparation by SEEDS Professional staff	\$600.00
DEQ permit fee	\$50.00
Soil erosion fee	\$35.00
Materials and Hardware	
Treated Lumber, Hardware, Fasteners, etc from Mendards (lowest material bid)	\$1,654.11
We will bill materials directly and provide a receipt, as additional boards may be needed to the benches +/- \$30.	

Subtotal \$9,089.11

Discount

Total \$9,089.11

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 docu

If you have any questions concerning this quote, contact Jenee Rowe at 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

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

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 above.

TERMS AND CONDITIONS

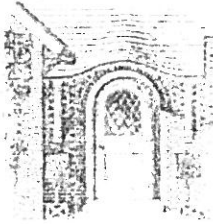
1. This proposal will be considered null and void if project authorization is not received within 30 days of the date of proposal.
2. The Client hereby authorizes the above-described services and agrees to pay SEEDS at the stated price unless another basis of charge is indicated. The Client will pay 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.

BUNGALOW BUILDERS

GREEN BUILT SERVICES

OLD WORLD CRAFTSMANSHIP



Construction Management • Carpentry • Masonry • Drywall • Painting • Electrical • Plumbing • Heating & Cooling • Siding • Roofing • Windows • Doors • Decks • Patios • Stairs • Basements • Additions • Remodeling • Landscaping • Site Work

PROPOSAL

Garfield Township- Rec Authority
Historic Barns Park
Traverse City, MI 49684
Attn: Brian VanBenBrand
231-941-1620

18 October 2016

We are pleased to submit a proposal for furnishing all necessary labor and equipment to complete the following work.

PROJECT DESCRIPTION:

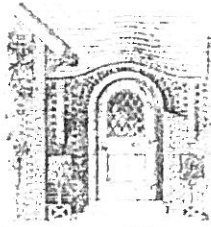
- Build a 14'x 16' observation deck in wetlands of Historic Barns Park.
- Excavate for 9 footing poles; approx. 3-4' below grade.
- Cast-in-place concrete footings for all poles.
- Install post anchor hardware as required.
- Install beams as required to support floor joists.
- Install floor joists.
- Install decking.
- Install wood top handrail assembly; approx. 44 linear feet.
- Install horizontal cable between top handrail & decking no more that 3.75" apart.
- Build & install benches to owners spec.
- Build & install information kiosk to owners spec.
- All work to meet local building codes.
- All construction materials and debris from work completed under this proposal shall be disposed of or recycled in a legal manner.
- All permits & materials to be provided by the owner.

231.651.9131 ■ 1571 Higgins Road ■ Benzonia, Michigan 49616
thomas@bungalowbuilders.org ■ www.bungalowbuilders.org

100% Post Consumer Recycled ■ Processed Chlorine Free

BUNGALOW

GREEN BUILT SERVICES



BUILDERS

IN NORTHERN MICHIGAN, INC.

OLD WORLD CRAFTSMANSHIP

CONSTRUCTION MANAGEMENT • GREEN BUILDING CONSULTING • CAD/DRAWING/SPEC • INTERIOR DESIGN • PROJECT CONSULTING • WORKMANSHIP • CUSTOMER SERVICE

FACILITIES:

Owner shall supply at the building site suitable electrical service, sanitation, material lay-down and parking areas at no charge to Bungalow Builders to complete the assigned work. If Bungalow Builders provides a generator for electrical power, extra fees will be assigned.

INSURANCE:

Upon request, Bungalow Builders shall submit to the owner certificates of insurance.

PRICING:

We propose to furnish labor and equipment to complete the work scope items for \$7225.00

We request 50% with acceptance of this proposal, 50% upon completion.

ACCEPTANCE OF PROPOSAL:

The above price, descriptions and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

We sincerely appreciate your interest in our services and thank you for your consideration of this proposal.

Best Regards,

Thomas Hirsch

Bungalow Builders

Michigan Builders License #2102195488

231.651.9131 ■ 1571 Higgins Road ■ Benzonia, Michigan 49616

thomas@bungalowbuilders.org ■ www.bungalowbuilders.org

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The City of Traverse City and Charter Township of Garfield
Recreational Authority

324 Munson Avenue
Traverse City, MI 49686
(231) 929-3696

May 4, 2017

Mr. Chuck Korn, Supervisor
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

Mr. Martin Colburn, City Manager
City of Traverse City
400 Boardman Avenue
Traverse City, MI 49684

Dear Messrs. Korn and Colburn:

As provided for in its Articles of Incorporation, the City of Traverse City and Charter Township of Garfield Recreational Authority Proposed Comprehensive Annual Budget for Fiscal Year 2017/2018 is hereby submitted and recommended for approval by the Garfield Township Board of Trustees and Traverse City City Commission. Along with the budget is a narrative explaining what is proposed to be accomplished in the next year.

The Authority has scheduled a public hearing for June 7, 2017, and will then consider the proposed budget for adoption at that same meeting.

Chuck – would you please schedule this for the Township Board’s May 9 or May 23 meeting.
Marty – would you please schedule this for the City Commission’s June 5 meeting.

Thank you for your consideration. A representative of the Authority will be present at your meeting to answer any questions you may have.

Sincerely,



Ross Biederman
Chair



Matt Cowall
Executive Director

Enclosure

Copy: Recreational Authority Board – Letter Only

City of Traverse City and Charter Township of Garfield
Recreational Authority

Proposed Comprehensive Annual Budget
Fiscal Year July 1, 2017 to June 30, 2018

Board of Directors:

Ross Biederman, Chair

Michael Groleau, Secretary

Tim Hughes, Treasurer

Molly Agostinelli, Director and Garfield Township Trustee

Richard Lewis, Director and Traverse City City Commissioner

Mattias Johnson, Director

Jesse Wolff, Director

Executive Director:

Matt Cowall

City of Traverse City and Charter Township of Garfield
RECREATIONAL AUTHORITY
OPERATING FUND
For the Fiscal Year End June 30, 2018

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Projected	FY 17/18 Recommended
REVENUES						
Property Taxes	\$ 152,140	\$ 154,885	\$ 156,490	\$ 160,000	\$ 165,000	\$ 166,000
PPT Reimbursement	-	-	-	-	12,510	-
Interest Income	293	375	508	500	475	500
Grants and Contributions	48,670	61,382	134,954	34,500	31,800	8,000
Barns Park Rental Revenues	-	47,750	72,140	70,000	101,800	120,000
TOTAL REVENUES	201,103	264,392	364,092	265,000	311,585	294,500
EXPENDITURES						
Office Expenses	1,082	2,304	1,546	2,000	1,100	2,000
Professional Services	80,296	203,861	303,627	217,500	182,000	218,600
Printing	908	-	-	-	-	-
Insurance & Bonds	3,120	3,186	3,286	4,000	3,347	4,000
Facility/Property Expenses	9,175	19,948	34,677	45,000	38,000	67,900
Transportation	2,084	51	666	1,000	800	1,000
Capital Outlay	4,242	10,000	26,105	10,000	9,920	-
TOTAL EXPENDITURES	100,907	239,350	369,907	279,500	235,167	293,500
Transfer (to) from Capital Projects Fund	-	(45,000)	28,153	-	-	-
EXCESS OF REVENUES OVER/ (UNDER) EXPENDITURES	100,196	(19,958)	22,338	(14,500)	76,418	1,000
<hr/>						
Beginning Fund Balance	202,719	302,915	282,957	305,295	\$ 305,295	381,713
Ending Fund Balance	\$ 302,915	\$ 282,957	\$ 305,295	\$ 290,795	\$ 381,713	\$ 382,713
<hr/>						
Millage Rate	0.0994					

Narratives to Budget Sheets

Operating Fund:

This fund is the core fund for the general operations of the Authority. The millage rate to be levied on the winter tax bills will be the same as last year - **.0994**.

The primary goals of the Recreational Authority, supported by funding in the proposed budget for the coming fiscal year are: (1) ongoing implementation of the Historic Barns Park Business Plan, focused on the facilities rental enterprise; (2) the development of a capital improvement plan; (3) fundraising activities; and (4) increased public outreach regarding Authority properties and activities, including user surveying and planning for future Authority activities.

Breakdowns for various line items of the Operating Fund are as follows:

Professional Services

Executive Management Services (Land Information Access Association)	\$ 60,000.00
Treasury/Financial Management Services (Charter Township of Garfield)	\$ 5,933.00
Hickory Meadows Management Services (Grand Traverse Conservation District)	\$ 22,050.00
Event Facility Management Services (Sunrise to Sunset Events)	\$ 57,500.00
Final Road Engineering Plans (Consultant services)	\$ 10,000.00
Fundraising (Consultant services)	\$ 20,000.00
EPA Cleanup (Grant funded)	\$ 3,000.00
Legal	\$ 5,000.00
Audit	\$ 6,050.00
Miscellaneous/Contingency (10% of overall budget)	\$ 29,000.00
Total	\$ 218,533.00
<u>Allocation Recommended</u>	<u>\$ 218,600.00</u>

Office Expenses Total	\$ 2,000.00
<u>Allocation Recommended</u>	<u>\$ 2,000.00</u>

(Operating Fund – Continued)

Insurance & Bonds Total	\$ 4,000.00
<u>Allocation Recommended</u>	<u>\$ 4,000.00</u>

Facility/Property Expenses

Event Marketing and Supplies	\$ 10,000.00
Historic Barns Park Miscellaneous Maintenance, Painting, Road Grading and Snowplowing	\$ 20,000.00
Facility Expenses (gas, water, electric and security)	\$ 15,000.00
Hickory Meadows Work Plan	\$ 22,860.00

Total	\$ 67,860.00
<u>Allocation Recommended</u>	<u>\$ 67,900.00</u>

Travel Total	\$ 1,000.00
<u>Allocation Recommended</u>	<u>\$ 1,000.00</u>

Operating Fund Total	<u>\$293,500.00</u>
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City of Traverse City and Charter Township of Garfield
RECREATIONAL AUTHORITY
LONG TERM GENERAL OBLIGATION DEBT RETIREMENT FUND
For the Fiscal Year End June 30, 2018

	FY 13/14 Actual	FY 14/15 Actual	FY 15/16 Actual	FY 16/17 Budget	FY 16/17 Projected	FY 17/18 Recommended
REVENUES						
Property Taxes	\$ 452,694	\$ 475,876	\$ 499,506	\$ 530,000	\$ 562,000	\$ 580,000
Interest Income	4	-	7	-	87	-
Refunds & Reimbursements	5,094	-	-	-	-	-
TOTAL REVENUES	457,792	475,876	499,513	530,000	562,087	580,000
EXPENDITURES						
Fees	-	246	253	250	250	250
Principal	240,000	320,000	360,000	390,000	390,000	425,000
Interest	162,739	125,066	115,373	106,898	106,901	97,689
TOTAL EXPENDITURES	402,739	445,312	475,626	497,148	497,151	522,939
EXCESS OF REVENUES OVER/ (UNDER) EXPENDITURES	55,053	30,564	23,887	32,852	64,936	57,061
Beginning Fund Balance	347,602	402,655	433,219	457,106	457,106	522,042
Ending Fund Balance	\$ 402,655	\$ 433,219	\$ 457,106	\$ 489,958	\$ 522,042	\$ 579,103

Millage Rate 0.3400

Long-Term General Obligation Debt Retirement Fund:

The sole focus of this fund is to make the required payments on the general obligation bonds for acquisition of the Authority's three properties. The millage rate can adjust depending on the amount of debt service that has to be paid in each fiscal year, and that amount escalates each year through retirement of the debt. Based on last year's receipts and a debt service this fiscal year of \$522,689, the millage rate to be levied for this fiscal year will be **.3400**, up slightly from last year's millage rate of .3300.

STATE OF MICHIGAN
STATE ETHICS ACT

STANDARDS OF CONDUCT FOR PUBLIC OFFICERS AND EMPLOYEES

Act 196 of 1973

AN ACT to prescribe standards of conduct for public officers and employees; to create a state board of ethics and prescribe its powers and duties; and to prescribe remedies and penalties.

The People of the State of Michigan enact:

15.341 Definitions. [M.S.A. 4.1700(71)]

Sec. 1. As used in this act:

- (a) "Board" means the board of ethics.
- (b) "Employee" means an employee, classified or unclassified, of the executive branch of this state. For the purpose of section 2b, employee shall include an employee of this state or a political subdivision of this state.
- (c) "Public Officer" means a person appointed by the governor or another executive department official. For the purpose of section 2b, public officer shall include an elected or appointed official of this state or a political subdivision of this state.
- (d) "Unethical conduct" means a violation of the standards in section 2.

15.342 Public officer or employee; prohibited conduct. [M.S.A. 4.1700(72)]

Sec. 2. (1) A public officer or employee shall not divulge to an unauthorized person, confidential information acquired in the course of employment in advance of the time prescribed for its authorized release to the public.

- (2) A public officer or employee shall not represent his or her personal opinion as that of an agency.
- (3) A public officer or employee shall use personnel resources, property, and funds under the officer or employee's official care and control judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures and not for personal gain or benefit.
- (4) A public officer or employee shall not solicit or accept a gift or loan of money, goods, services, or other thing of value for the benefit of a person or organization, other than the state, which tends to influence the manner in which the public officer or employee or another public officer or employee performs official duties.
- (5) A public officer or employee shall not engage in a business transaction in which the public officer or employee may profit from his or her official position or authority or benefit financially from confidential information which the public officer or employee has obtained or may obtain by reason of that position or authority. Instruction which is not done during regularly scheduled working hours except for annual leave or vacation time shall not be considered a business transaction pursuant to this subsection if the instructor does not have any direct dealing with or influence on the employing or contracting facility associated with his or her course of employment with this state.
- (6) Except as provided in section 2a, a public officer or employee shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the officer or employee's official duties or when that employment may tend to impair his or her independence of judgment or action in the performance of official duties.

(7) Except as provided in section 2a, a public officer or employee shall not participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, or other regulation or supervision relating to a business entity in which the public officer or employee has a financial or personal interest.

15.342a Sections 15.301 to 15.310 and §§ 15.321 to 15.330 not amended or modified; purpose of act; validity of contract in violation of act; voting on, making, or participating in governmental decisions; "governmental decision" defined. [M.S.A. 4.1700(72a)]

Sec. 2a. (1) This act shall not in any manner amend or modify the terms of Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws and Act No. 318 of the Public Acts of 1968, being sections 15.301 to 15.310 of the Michigan Compiled Laws.

(2) This act is intended as a code of ethics for public officers and employees and not as a rule of law for public contracts. A contract in respect to which a public officer or employee acts in violation of this act, shall not be considered to be void or voidable unless the contract is a violation of another statute which specifically provides for the remedy.

(3) Subject to subsection (4), section 2(6) and (7) shall not apply and a public officer shall be permitted to vote on, make, or participate in making a governmental decision if all of the following occur:

(a) The requisite quorum necessary for official action on the governmental decision by the public entity to which the public officer has been elected or appointed is not available because the participation of the public officer in the official action would otherwise violate section 2(6) or (7).

(b) The public officer is not paid for working more than 25 hours per week for this state or a political subdivision of this state.

(c) The public officer promptly discloses any personal, contractual, financial, business, or employment interest he or she may have in the governmental decision and the disclosure is made part of the public record of the official action on the governmental decision.

(4) If a governmental decision involves the awarding of a contract, section 2(6) and (7) shall not apply and a public officer shall be permitted to vote on, make, or participate in making the governmental decision if all of the following occur:

(a) All of the conditions of subsection (3) are fulfilled.

(b) The public officer will directly benefit from the contract in an amount less than \$250.00 or less than 5% of the public cost of the contract, whichever is less.

(c) The public officer files a sworn affidavit containing the information described in subdivision (b) with the legislative or governing body making the governmental decision.

(d) The affidavit required by subdivision (c) is made a part of the public record of the official action on the governmental decision.

(5) As used in this section, "governmental decision" means a determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, ordinance, or measure on which a vote by the members of a legislative or governing body of a public entity is required and by which a public entity formulates or effectuates public policy.

15.342b Report of violation; applicability of sanctions; civil fine. [M.S.A. 4.1700(72b)]

Sec. 2b. (1) A public officer or employee who has knowledge that another public officer or employee has violated section 2 may report the existence of the violation to a supervisor, person, agency, or organization. A public officer or employee who reports or is about to report a violation of section 2 shall not be subject to any of the following sanctions because they reported or were about to report a violation of section 2.

(a) Dismissal from employment or office.

(b) Withholding of salary increases that are ordinarily forthcoming to the employee.

(c) Withholding of promotions that are ordinarily forthcoming to the employee.

(d) Demotion in employment status.

(e) Transfer of employment location.

(2) Whenever a public officer or employee who has reported or who intends to report a violation of section 2 may be subject to any of the sanctions under this section for reasons other than the public officer's or employee's actions in reporting or intending to report a violation of section 2, the appointing or supervisory authority before the imposition of a sanction shall establish by a preponderance of evidence that the sanction to be imposed is not imposed because the public officer or employee reported or intended to report a violation of section 2.

(3) A person who violates this section is liable for a civil fine of not more than \$500.00.

(4) A civil fine recovered under this section shall be submitted to the state treasurer for deposit in the general fund of this state.

15.342c Civil action, commencement of action; "damages" defined. [M.S.A. 4.1700(72c)]

Sec. 2c. (1) A person who alleges a violation of section 2b may bring a civil action for appropriate injunctive relief, or actual damages, or both within 90 days after the occurrence of the alleged violation of this act.

(2) An action commenced pursuant to subsection (1) may be brought in the circuit court for the county where the alleged violation occurred, or the county where the complainant resides, or the county where the person against whom the civil complaint is filed resides.

(3) As used in subsection (1), "damages" means damages for injury or loss caused by each violation of section 2b, including reasonable attorney fees.

15.342d Court order; costs. [M.S.A. 4.1700(72d)]

Sec. 2d. A court, in rendering a judgment in an action brought pursuant to section 2b, shall order, as the court considers appropriate, reinstatement of the employee, the payment of back wages, full reinstatement of fringe benefits and seniority rights, actual damages, or any combination of these remedies. A court may also award the complainant all or a portion of the costs of litigation, including reasonable attorney fees and witness fees, if the court determines that the award is appropriate.

15.342e Posting notices of protections and obligations. [M.S.A. 4.1700(72e)]

Sec. 2e. An employer shall post notices and use other appropriate means to keep his or her employees informed of their protections and obligations under this act.

INTRODUCTION: Public Office is a public trust. Any democracy requires public confidence in the integrity of the government. Persons in public service must recognize that a moral commitment to do the right thing is necessary. Characteristics like honesty, loyalty, fairness, promise keeping, accountability, respect for others and integrity do not depend on one's situation. They are behaviors expected by/of the Township Board of Trustees, employees and appointees at all times.

PURPOSE: The purpose of this Code of Ethics is to provide practical guidelines for ethical decision-making and to encourage ethical behavior from township representatives responsible to the citizens of Canton Township. The Canton Township Code of Ethics serves to emphasize the public has recourse through local ordinances, municipal, State and Federal laws for unethical actions of all township representatives (appointed, elected, full, or part-time). The decisions and actions of all township representatives (appointed, elected, full, or part-time) should be in the best interest of the township and be free from the influence of outside or conflicting interests. This policy is to encourage representatives to act in the township's and citizens' best interests.

SECTION I – DEFINITIONS:

- A. CONTRACTOR** – An individual or firm, other than an employee, who derives revenue or services from the Charter Township of Canton by providing goods or services to the Township. Contractors shall mean professionals, consultants, and firms, including but not limited to the Township attorney, planning consultant, engineering consultant, assessor and/or other individuals retained by the Township to provide services.
- B. CONFLICT OF INTEREST** – Incompatibility between one's private interests and one's public or fiduciary duties, interest being one's pecuniary interest.
- C. EMPLOYEE** – All full and part-time persons, other than a contractor, who are compensated for their services by the township.
- D. CUSTOMER** - An individual, corporation, or other business entity, who has submitted an application, sought approval, requested permits, is subject to review by a township board or commission, or otherwise seeks or requests services from the Township, including those typically provided by governmental entity or other services provided by the Township or its employees.
- E. CONFIDENTIAL INFORMATION** – Information which has been obtained in the course of service with the township or in fulfilling the duties of one's office with the township, such information being unknown or unavailable to members of the public generally and which has been obtained on the basis of a promise of confidentiality which is required to be held confidential by law, or regulation, or which the employee or officer has been instructed is being held confidentially. It does not include information required to be disclosed by law.
- F. ELECTRONIC PROPERTY** – Any digital record, system or computer program or file that contains, or may produce, Township data.

G. FINANCIAL INTEREST – Any ownership, proprietorship or partnership interest, loan advance or financial arrangement in or with an organization, whether a corporation or otherwise doing business with the Township, including any employment, whether full or part-time.

H. GOVERNMENTAL DECISION – A determination, action, vote or disposition upon a motion, proposal, recommendation, resolution, ordinance or measure on which a vote by the members of a legislative or governing body of the township is required and by which the township formulates or effectuates public policy. A governmental decision shall also include actions, approvals, or decisions made by governmental employees in the ordinary course of Township business such as issuing permits, approvals, or providing other services ordinarily offered by the Township or other governmental entities.

I. IMMEDIATE FAMILY – A child, spouse or an individual claimed by that individual or individual's spouse as a dependent under the Internal Revenue Code, or the parents, parents-in-law, step-parents, step-children, step-brothers, step-sisters or an individual or other persons in the same household.

J. PUBLIC OFFICER – An elected official of the township or a person appointed to a township board or commission.

K. POLITICAL ACTIVITY – Any elected official, commission members, committee members, appointed sub-committee members, employees, volunteers, and political parties involved in activity for the purpose of inducing or rewarding favorable action (or withholding of action) or the exercise of influence by such official, commission member, committee member, sub-committee member, employee, volunteer, or political party representative in any commercial transaction or in any governmental matter.

L. PUBLIC RECORD - As defined in the Michigan Freedom of Information Act.

M. TOWNSHIP - The Charter Township of Canton, including its boards, commissions, departments, and divisions.

N. UNETHICAL CONDUCT – A violation of the standards set forth in the Code of Ethics.

SECTION II – STANDARDS OF ETHICAL CONDUCT

A. A public officer, contractor, employee or volunteer shall not divulge to an unauthorized person, confidential information acquired in the course of employment prior to the time authorized for its release to the public.

B. A public officer, contractor, employee or volunteer shall not represent his or her personal opinion as that of the township.

C. All public officers, contractors, employees and volunteers shall refrain from intentionally using their respective township office or position for personal gain or benefit. A public

officer, contractor, or employee shall use township resources, property, and funds under their official care and control in accordance with constitutional, statutory, and regulatory procedures and not for personal gain or benefit.

- D.** All public officers, contractors, employees, volunteers and organized groups of primarily township employees shall comply with all of the following state acts:
- (1) The Michigan Campaign Finance Act, Public Act 388 of 1976; and
 - (2) The Incompatible Public Offices Act, Public Act 566 of 1978; and
 - (3) The Local Governmental Fiscal Responsibility Act, Public Act 72 of 1990; and
 - (4) The Management and Budget Act; Public Act 431 of 1984; and
 - (5) The Bureau of Criminal Identification and Records Act, Public Act 289 of 1925; and
 - (6) The Michigan Penal Code, Act 328 of 1931.
- E.** A public officer, contractor, employee or volunteer shall not engage in a business transaction in which the public officer, contractor, employee, volunteer or their immediate family member profit from his/her official position or authority or benefit financially from confidential information which the public officer, contractor, employee or volunteer has obtained by reason of that position or authority.
- F.** A public officer, contractor, employee or volunteer shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the officer's, contractor's or employee's official duties on behalf of the township or when that employment may tend to impair his or her independence of judgment or action in the performance of official duties.
- G.** Any public officer, contractor, employee or volunteer shall not, with respect to transactions on behalf of the township, participate in negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, approving of uses or other regulation or supervision relating to a business entity in which the public officer, contractor, employee or immediate family has any financial interest.
- H.** All public officers, contractors, employees, and volunteers are prohibited from using any Township resource, equipment, supplies, property or Township employee's compensated or volunteered on-the-job Township work time to participate in or be involved in any political activity, for or against, on behalf of or in opposition to any elected official, candidate, nominee, issue, campaign in violation of the Michigan Campaign Finance Act.

This includes the use of all Township owned electronic property, pagers, cell phones, and computers.

SECTION III – DISCLOSURE AND VOTING

- A.** A public officer shall disclose any contractual, financial, business, or employment interest he/she or immediate family members may have in the governmental decision and the disclosure will be made part of the public record of the official action on the governmental decision.

- B.** If a conflict is disclosed, pursuant to A. above, the public officer shall remove himself/herself from the meeting room until the issue is resolved. This section shall not prevent a public officer from making or participating in making a governmental decision to the extent that the public officer's participation is required by law. Statements of disclosure or conflict shall not be used as a mechanism to prevent a governmental decision from being made.

- C.** Any employee, contractor, public officer, customer or volunteer under contract to provide service to the Township shall disclose a financial interest of 1% or greater of present market value in another firm they know to be doing business with the Township. A disclosure form shall be filled in and signed by the individual with the financial interest. Any disclosures on the form(s) are not intended to prohibit the firm from providing services. The disclosures are intended to make the Township aware of any potential conflicts of interest.

SECTION IV – VIOLATIONS OF THE ETHICS POLICY

- A.** Except as it pertains to elected officials, (see IV,F) significant, repeated or intentional violations of the Policy may be grounds for disciplinary action up to and including removal and/or discharge, where applicable, adapted to the circumstances of the particular violation(s) and having as a primary objective furtherance of the Township's interest in preventing violations and making clear that violations are neither tolerated nor condoned. Violations of the Canton Township Ethics Policy by Township employees shall be dealt with through the appropriate governing office.

- B.** Except as it pertains to elected officials, (see IV,F) disciplinary action may be taken not only against individuals who authorize or participate directly in a violation of the Policy, but also against:
 - (1) Any public officer, employee, contractor, or volunteer who knowingly fails to report a violation of this Policy; and
 - (2) Any public officer, employee, contractor, or volunteer who deliberately withholds relevant and material information concerning a violation of this Policy.

- C.** Where a public officer, employee, contractor, or volunteer is accused of violating the Policy, and the individual has relied in good faith on the advice of Township legal counsel

after full disclosure of the material facts, no disciplinary action shall be taken against the public officer, employee, contractor, or volunteer under this Policy.

- D.** Except as it pertains to elected officials, (see IV,F) and subject to Section IV,H, all violations will be enforced through the appropriate due process afforded the public officer through the Township Code, the Merit Commission Human Resources Policy Manual, the applicable collective bargaining agreement, professional services contract, employment contract or grievance process.
- E.** As to allegations of criminal conduct against an elected official, the Public Safety Department shall refer the matter to the Michigan State Police, the U.S. Postmaster General, The Michigan Attorney General, the County Sheriff, the FBI or other appropriate enforcement agency for investigation/prosecution.
- F.** This policy recognizes the peculiarities of sanctioning or removing a duly elected official under state law. Election to public office includes protections not afforded other officials, employees, contractors, volunteers or groups. The following are some examples of specific state law provisions enacted by the legislature to insure that the will of the voters in electing public officials is given necessary priority while at the same time establishing the processes for dealing with removal from office for elected officials found to have committed malfeasance, misfeasance, willful neglect of duty, extortion, habitual drunkenness, and/or conviction of a felony:
- (1) The State Constitution, Article VII, Section 33, Removal of Elected Officials;
and
 - (2) The State Constitution, Article XI, Section 7, Impeachment of Civil Officers;
and
 - (3) The Michigan Election Law, Public Act 116 of 1954; and
 - (4) All Acts referred to in II, D. of this policy.
- G.** An elected official's salary cannot be reduced during his or her term in office under Section 95(7) of the Revised Statutes of 1846, MCL 41.95(7).
- H.** This policy also recognizes due process protections afforded to certain board and commission members under State Law. The following are examples that provide for a specific hearing process or otherwise, prior to the removal of certain appointed board or commission members.
- (1) A member of the Zoning Board of Appeals may only be removed pursuant to the requirements of Section 601(d) of the Michigan Zoning Enabling Act, Public Act 110 of 2006.

- (2) A member appointed to the Downtown Development Authority Board may only be removed pursuant to the requirements of Section 4(4) of the Downtown Development Authority Act, Public Act 197 of 1975.
- (3) A member of the Brownfield Redevelopment Financing Authority Board may only be removed pursuant to the requirements of Section 5(6) of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996.
- (4) A member of the Planning Commission may only be removed pursuant to the requirements of Section 15(9) of the Michigan Planning Enabling Act, Public Act 33 of 2008.

- I. This policy was adopted by the Charter Township of Canton Board of Trustees on the 25th day of August, 2009 to take immediate effect. A copy shall be given to all affected parties.