

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD MEETING**

Tuesday, June 24, 2014 at 6:00pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

A G E N D A

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 – May 27, 2014 Regular Meeting (Recommend Approval)

b. Bills -

General Fund (Recommend Approval)	\$ 17,276.67
Gourdie-Fraser	
Developer's Escrow Fund	\$ 500.00
Utility Receiving Fund	<u>2,390.00</u>
Grand Total	\$ 2,890.50
(Recommend Approval)	

- c. MTT Update (Receive and File)
- d. PD 2014-42 – Application #2014-02, Buffalo Ridge Center – Accept and schedule for public hearing for July 22, 2014 (Recommend Approval)

4. Correspondence

- a. Grand Traverse Conservation District Staff Report – Activity for May 2014

5. Reports

- a. Construction Report
- b. Sheriff's Report
- c. Grand Traverse Metro Fire Report
- d. County Commissioner's Report
- e. Personnel Committee Report
- f. Building Committee Report
- g. Clerk's Report
- h. Supervisor's Report

6. Unfinished Business

7. New Business

- a. Consideration of Resolution 2014-11-T, a resolution designating the Grand Traverse County Department of Public Works as the billing agency for predetermined payment plans for benefit charges within the township
- b. Discussion regarding YMCA lease

8. Public Comment

9. Other Business

10. Adjournment

Kay Schumacher, 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
TOWN BOARD MEETING
May 27, 2014

Chuck Korn, Township Supervisor, called the Town Board Meeting to order on May 27, 2014 at 6:03 p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan.

Pledge of Allegiance

Roll call of Board Members

Present: Bob Featherstone, Kit Wilson, Molly Agostinelli, Jeane Blood Law, Denise Schmuckal, Kay Schumacher and Chuck Korn

Staff Present: Brian VanDenBrand

1. Public Comment (6:01)

None

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

Agostinelli moved and Featherstone seconded to approve the agenda as presented.

*Yeas: Agostinelli, Featherstone, Blood Law, Wilson, Schumacher, Schmuckal, Korn
 Nays: None*

3. Consent Calendar (6:02)

a. Minutes

May 13, 2014 (Recommend Approval)

b. Bills

General Fund	\$44,654.39
(Recommend Approval)	

Wilson moved and Blood Law seconded to approve the consent calendar as presented.

*Yeas: Wilson, Blood Law, Schmuckal, Agostinelli, Schumacher, Featherstone, Korn
 Nays: None*

4. Correspondence (6:03)

a. None

5. Reports**a. Grand Traverse Emergency Services Report (6:03)**

Lt. Terry Flynn reported that calls are up by 10-11% and a written report showed 1,721 calls year to date.

b. Building Committee Report (6:13)

Bill Mouser presented quotes for lawn fertilization options for the season. TruGreen was the lowest bidder. Mouser recommends that the Board hire TruGreen at cost of \$8,775 for five applications.

Wilson moved to accept the quote for fertilization services from TruGreen for five applications at a price of \$8,775.00 and Blood Law seconded the motion.

*Yeas: Wilson, Blood Law, Schmuckal, Schumacher, Agostineli, Featherstone, Korn
Nays: None*

Mouser said that he also put out bids for dog watering facilities at the new dog park which are due on June 4th.

c. County Commissioner's Report (6:07)

Herb Lemcool, County Commissioner, reported that a tax tribunal case from Garfield Township has been taken by the State's Attorney General office. A per diem policy has been set for commissioners and budget guidelines and a regional property initiative will be on the net agenda.

d. Personnel Committee's Report (6:12)

No report

e. Clerks Report (6:24)

No report

f. Supervisor's Report (6:25)

Korn said that he is happy that the state has agreed to hear the tax tribunal case. Korn also reported on the new healthcare bid and said the union members have agreed to the change and the signed agreement was read aloud to the board members. The HSA deductible will be covered by the township.

Schmuckal moved and Blood Law seconded to accept the letter of understanding with a minor amendment adding language regarding discussion with the union in the event of any changes.

*Yeas: Schmuckal, Blood Law, Wilson, Agostinelli, Featherstone, Schumacher, Korn
Nays: None*

Schmuckal moved and Wilson seconded to accept the Priority HSA PPO 1250 2 Tier RX Plan as the township's health insurance plan.

*Yeas: Schmuckal, Wilson, Blood Law, Agostinelli, Featherston, Schumacher, Korn
Nays: None*

6. Unfinished Business

a. Public Hearing – Amendment No. 35 to Ordinance No. 13, an amendment to Section 4 entitled “Lateral Benefit Charge” to add Sewer Line 24. (6:32)

Korn opened the Public Hearing at 6:37pm and seeing no one wishing to speak, the Public Hearing was closed.

Schmuckal moved and Wilson supported to adopt Amendment No. 35 to Ordinance No. 13, an amendment to Section 4 entitled “Lateral Benefit Charge” to add Sewer Line 24.

*Yeas: Schmuckal, Wilson, Agostinelli, Featherstone, Schumacher, Blood, Law, Korn
Nays: None*

7. New Business

a. Joe VanderMeulen – LIAA Annual Report (6:34)

VanderMeulen was present to review the annual report with Board Members. Some highlights are that 91 students took production classes last year and LIAA now has an extensive supply of equipment. A new Local Works program was started which highlights local municipalities and how they work. Cable changes have switched them to channel 189 and 191 and they are now on the schedule for Up North TV.

b. Acceptance of proposal for design engineering and construction administration: Buffalo Ridge Trail (6:47)

Brian VanDenBrand said that an RFP had been issued for engineering services for the next phase of the Buffalo Ridge Trail. Three proposals were received and the review committee recommends that the contract be awarded to Wade Trim.

Featherstone moved and Wilson seconded THAT the proposal of Wade Trim for Buffalo Ridge Trail final design and construction services, in an amount not to exceed \$38,950 BE ACCEPTED and the funds will come out of the Parks Fund.

*Yeas: Featherstone, Wilson, Agostinelli, Schmuckal, Blood Law, Schumacher, Korn
Nays: None*

c. Consideration of a New Phone System (6:52)

Korn reported that the township currently pays about \$1,600 per month for phone service. He presented three bids for township phone service and the bid from Grid 4 is what he recommends to the board.

Featherstone moved and Blood Law seconded to accept the proposal from Grid 4 for a 60 month contract in the amount of \$768.00 per month.

*Yeas: Featherstone, Blood Law, Schmuckal, Schumacher, Wilson, Agostinelli, Korn
Nays: None*

8. Public Comment: (7:01)

County Commissioner Herb Lemcool said that next week is Smart Commute week in Traverse City.

Chris Maxbauer reported that the Boardman Dam may be removed as early as 2015.

9. Other Business (7:03)

Schmuckal reported that another police dog has been lost yesterday due to illness and **Chris Barsheff** was named as the new Garfield Deputy.

Blood Law asked about upgrading the township video equipment and Korn said a new laptop is needed to properly present on the screen.

10. Adjournment

Korn moved to adjourn the meeting at 7:06 p.m.

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

Kay Schumacher, Clerk
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49686

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN General						
05/28/2014	GEN	32823	0147	ALWAYS CARE	INSURANCE - 2GFCT710	401.20
05/28/2014	GEN	32824	MISC	BBR MOBILE HOME SETUP LLC	REFUND OVERPAYMENT OF BUILDING PERMIT	100.00
05/28/2014	GEN	32825	0064	CITY OF TRAVERSE CITY	SERVICES - 170975-98720	712.06
05/28/2014	GEN	32826	0158	DATAMAIL SERVICES	2014 SUMMER PROPERTY TAXES	3,220.00
05/28/2014	GEN	32827	0591	FRADICO SERVICES	SERVICES	125.00
05/28/2014	GEN	32828	0375	FIFTH THIRD BANK	EDUCATION	430.81
05/28/2014	GEN	32829	0001	GARFIELD CHARTER TOWNSHIP	FLEX	196.15
05/28/2014	GEN	32830	0569	GBS INC	SUPPLIES - REGISTRATION STICKER APPS	217.63
05/28/2014	GEN	32831	0006	ING	DEFERRED COMP	1,742.00
05/28/2014	GEN	32832	0050	INTEGRITY BUSINESS SOLUTIONS	SUPPLIES	23.36
05/28/2014	GEN	32833	0019	JEANE BLOOD	MAY MILEAGE	226.23
05/28/2014	GEN	32834	0568	NORTHERN OFFICE EQUIP	CONTRACT	384.03
05/28/2014	GEN	32835	0509	TEAMSTERS LOCAL 214	UNION DUES	190.00
05/28/2014	GEN	32836	0391	THE GUARDIAN	INSURANCE	676.93
05/28/2014	GEN	32837	0202	UNITED WAY	UNITED WAY	100.00
06/03/2014	GEN	32838	0201	AMY DEHAAN	MILEAGE - JAN - MAY	107.08
06/03/2014	GEN	32839	0130	ANNE WENDLING	SERVICES	269.00
06/03/2014	GEN	32840	0250	AT & T	SERVICES - ACCT #831-000-1293 312	656.60
06/03/2014	GEN	32841	0878	BOB PETERSON CODE SERVICES	SERVICES - ACCT#231 941-1588 366 2	915.44
06/03/2014	GEN	32842	0025	CHARTER	EDUCATION - CARL STUDZINSKI	192.00
06/03/2014	GEN	32843	0395	CHERRYLAND ELECTRIC COOP.	SERVICES - ACT #8245 12 111 0096395	109.99
06/03/2014	GEN	32844	0065	ELMERS CRANE & DOZER	SERVICES - ACCT #1267	2,405.96
06/03/2014	GEN	32845	0070	FIFTH THIRD BANK	SILVER LAKE PARK - TOP SOIL, CRUSHED ST	393.36
06/03/2014	GEN	32846	0375	HOME DEPOT CREDIT SERVICES	EDUCATION, SUPPLIES	188.59
06/03/2014	GEN	32847	0100	LAND INFORMATION ACCESS ASSOC	SERVICES - ACCT #5105021	371.16
06/03/2014	GEN	32848	0905	MICHIGAN ASSESSORS ASSOCIATION	ACCT #6035 3225 4019 3707 - SUPPLIES	163.20
06/03/2014	GEN	32849	0434	PALLET PAPERS	SERVICES	120.00
06/03/2014	GEN	32850	0137	RUBY CLEANING SERVICE	CONFERENCE - AMY DEHAAN	200.00
06/03/2014	GEN	32851	0151	TRAVERSE CITY RECORD EAGLE	PAPER	127.29
06/03/2014	GEN	32852	0472	CONSUMERS ENERGY	CLEANING SERVICES	1,400.00
06/03/2014	GEN	32853	0067	DTE ENERGY	ADVERTISING	358.00
06/04/2014	GEN	32854	0048	EAST BAY TOWNSHIP	SERVICES - ACCT #100 1813 1597	23.61
06/04/2014	GEN	32855	0102	GRAND TRAVERSE COUNTY REG DEED	SERVICES - ACCT #4591 568 0005 2	495.99
06/04/2014	GEN	32856	0172		MCI TICKET BOOKS	20.00
06/04/2014	GEN	32857	0061		JEOPARDY TAX ASSESSMENT AFFIDAVIT, LARK	14.00

GEN TOTALS:

Total of 35 Checks:

17,276.67

Less 0 Void Checks:

0.00

Total of 35 Disbursements:

17,276.67



PH 231.946.5874

FAX 231.946.3703

www.gfa.tc

May 29, 2014

**SUMMARY OF MAY BILLINGS FOR
APPROVAL FROM GARFIELD TOWNSHIP**

I. Developer's Escrow Fund

1. Engineering services for utility review and construction services.

YMCA

Project#	13006	Invoice No. 1300604	144.50
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2. Engineering services for utility review.

Premier Place Manor (Escrow #828)

Project#	14029C	Invoice No. 14029306	500.00
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	I. Total	500.00
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II. Utility Receiving Fund

1. Engineering consulting services for the Township, municipal utilities.

Project#	14029C	Invoice No. 14029307	110.00
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2. Engineering consulting services for NW Service District Water System Infrastructure

Project#	14029C	Invoice No. 14029308	1,880.00
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3. Engineering, survey and construction consulting services for
Pineview Drive Sanitary Sewer Extension.

Project#	13208	Invoice No. 1320807	400.00
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	III. Total	2,390.00
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IV. Park Funds

	VI. Total	0.00
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V. SRF Loan

	GRAND TOTAL	\$2,890.00
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Invoice

Gourdie-Fraser, Inc.
123 West Front Street, PO Box 927
Traverse City, MI 49685-0927
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

May 29, 2014
Project No: 13006
Invoice No: 1300604

Re: Y.M.C.A.

Services Performed: Plan review, construction observation, inspection, review record drawings and project close out for the water and sewer service lead.

Project Location: Southeast intersection of Wyatt and West Silver Lake Road, Traverse City, Garfield Township, Grand Traverse County, Michigan.

Professional Services from April 23, 2014 to April 27, 2014**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Plan Review	650.00	100.00	650.00	650.00	0.00
Construction Observation/Inspection	850.00	100.00	850.00	705.50	144.50
Close Out/Project Turnover	500.00	0.00	0.00	0.00	0.00
Add'l Construction Observation/Inspect	750.00	0.00	0.00	0.00	0.00
Total Fee	2,750.00		1,500.00	1,355.50	144.50
		Total Fee			144.50
				Total this Invoice	\$144.50

Invoice

Gourdie-Fraser, Inc.
123 West Front Street, PO Box 927
Traverse City, MI 49685-0927
Phone: 231-946-5874, Fax: 231-946-9634
VISA/MASTERCARD Accepted, Due Upon Receipt
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MR CHUCK KORN
CHARTER TWP OF GARFIELD
3848 VETERANS DR
TRAVERSE CITY, MI 49684

May 29, 2014
Project No: 14029C
Invoice No: 14029306

Re: Premier Place Manor

Services Performed: Engineering and survey consulting services as detailed below.

Professional Services from May 1, 2014 to May 24, 2014

Fee		500.00
	Total this Invoice	\$500.00



Invoice

Gourdie-Fraser, Inc.
123 West Front Street, PO Box 927
Traverse City, MI 49685-0927
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

May 29, 2014
Project No: 14029C
Invoice No: 14029307

Re: General Consulting Services

Services Performed: Engineering and survey consulting services as detailed below.

Professional Services from May 1, 2014 to May 24, 2014

Professional Personnel

		Hours	Rate	Amount	
Project Manager					
HODGES, JENNIFER	5/22/2014	1.00	110.00	110.00	
Heritage Tank Record Drawing Research / Communication with Max Machuta					
Totals		1.00		110.00	
Total Labor					110.00
			Total this Invoice		\$110.00

Invoice

Gourdie-Fraser, Inc.
123 West Front Street, PO Box 927
Traverse City, MI 49685-0927
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

May 29, 2014
Project No: 14029C
Invoice No: 14029308

Re: NW Service District Water System Infrastructure Project

Services Performed: Engineering and survey consulting services as detailed below.

Professional Services from May 1, 2014 to May 24, 2014**Professional Personnel**

		Hours	Rate	Amount	
Project Manager					
HODGES, JENNIFER	5/9/2014	2.00	110.00	220.00	
	Summary of potential infrastructure locations researched. Look for new sites.				
HODGES, JENNIFER	5/13/2014	4.00	110.00	440.00	
	Creating Map and Spreadsheet identifying potential parcels and pros / cons.				
Design Engineer					
KOBYLSKI, KYLE	5/13/2014	5.00	90.00	450.00	
	Tank location search and create map.				
Operations Specialist Assistant					
BOISVERT, SHELLEY	5/21/2014	11.00	70.00	770.00	
	Water rate reviews, meeting w/Jennifer Hodges and Chuck Korn 03/01-05/21/14.				
Totals		22.00		1,880.00	
Total Labor					1,880.00
			Total this Invoice		\$1,880.00

Invoice

Gourdie-Fraser, Inc.
 123 West Front Street, PO Box 927
 Traverse City, MI 49685-0927
 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

May 29, 2014
 Project No: 13208
 Invoice No: 1320807

Re: Pineview Drive Sanitary Sewer Extension

Services Performed: Engineering, survey and construction consulting services for a topographic survey, preliminary and final design, construction administration, staking and observation for the extension of the existing 8" gravity sanitary sewer. The project will include installation of approximately 1,600 linear feet of sewer including appurtenances (manholes, services leads, etc.).

Project Location: South along Pineview and Cedar Valley Drive terminating at Veterans Drive, Garfield Township, Grand Traverse County, Michigan.

Professional Services from April 23, 2014 to May 24, 2014**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Design	5,500.00	100.00	5,500.00	5,500.00	0.00
Final Design	3,500.00	100.00	3,500.00	3,500.00	0.00
Bidding Services	1,000.00	100.00	1,000.00	1,000.00	0.00
Construction Administration	700.00	100.00	700.00	700.00	0.00
Construction Staking	1,000.00	100.00	1,000.00	1,000.00	0.00
Construction Observation	5,800.00	100.00	5,800.00	5,800.00	0.00
Closeout Services	2,000.00	80.00	1,600.00	1,200.00	400.00
Total Fee	19,500.00		19,100.00	18,700.00	400.00
		Total Fee			400.00
				Total this Invoice	\$400.00

MTT Update
Prepared for Garfield Twp 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	14-001422	Sears Holding Corp - K-Mart Sears Holding Corp - Sears	1712 S Garfield Ave 1212 W South Airport Rd	2014	\$ 1,130,400	\$ 1,015,593	\$ 500,000	\$ 500,000	\$ (630,400)	\$ (515,593)	6/3/14 Found appeals on-line
				2014	\$ 1,976,500	\$ 1,522,341	\$ 1,000,000	\$ 1,000,000	\$ (976,500)	\$ (522,341)	
2	455929	Grand Traverse Mall LLC	3200 W South Airport Rd W South Airport Rd	2013	\$ 29,511,400	\$ 29,511,400	\$ 11,385,000	\$ 11,385,000	\$ (18,126,400)	\$ (18,126,400)	*2012 Purchase for \$66,000,000 6/2/14 Added 2014 to appeal.
				2014	\$ 30,706,900	\$ 29,983,582	\$ 11,385,000	\$ 11,385,000	\$ (19,321,900)	\$ (18,598,582)	
				2013	\$ 64,300	\$ 64,300	\$ 15,000	\$ 15,000	\$ (49,300)	\$ (49,300)	
				2014	\$ 75,900	\$ 65,328	\$ 15,000	\$ 15,000	\$ (60,900)	\$ (50,328)	
3	14-001344	Emerald Creek Partners LLC	2516 Crossing Cir	2014	\$ 3,047,800	\$ 3,047,800	\$ 2,400,000	\$ 2,400,000	\$ (647,800)	\$ (647,800)	2013 Purchase for \$5,350,000 (Valued at \$5,389,519 using Income Approach, but computer ignored and used Cost - clerical error.) 2013 Purchase for \$250,000
				6/3/14 Found appeals on-line							
4	454070	WCS Real Estate LLC "Brown Lumber"	1701 W So Airport	2013	\$ 863,100	\$ 863,100	\$ 500,000	\$ 500,000	\$ (363,100)	\$ (363,100)	6/2/14 Judgment received
				2014	\$ 608,800	\$ 608,800	\$ 477,000	\$ 477,000	\$ (386,100)	\$ (386,100)	
5	454071	WCS Real Estate Investment Co LLC	1969 W So Airport	2013	\$ 348,700	\$ 348,700	\$ 167,250	\$ 167,250	\$ (181,450)	\$ (181,450)	
				2013	\$ 485,000	\$ 485,000	\$ 291,900	\$ 291,900	\$ (56,800)	\$ (56,800)	
				2013	\$ 485,000	\$ 485,000	\$ 232,750	\$ 232,750	\$ (252,250)	\$ (252,250)	
6	451408	VanWagner & Goble LLC	5222 N Royal Dr	2013	\$ 750,300	\$ 585,789	\$ 300,000	\$ 300,000	\$ (450,300)	\$ (285,789)	5/27/14 - working with Mr Gordon, he will be re-analyzing and send me new analysis.
				2014	\$ 777,000	\$ 595,161	\$ 350,000	\$ 350,000	\$ (427,000)	\$ (245,161)	
7	900-385-18	Walgreen Company	3900 N US 31 South	2013	\$ 119,900	\$ 119,900	\$ 102,303	\$ 102,303	\$ (17,597)	\$ (17,597)	4/30/14 Other jurisdictions across state are fighting this battle - will wait to see how they are settled. Partially dismissed (2010) by MTT.
				2012	\$ 107,850	\$ 107,850	\$ 92,580	\$ 92,580	\$ (15,270)	\$ (15,270)	
				2011	\$ 103,300	\$ 103,300	\$ 87,584	\$ 87,584	\$ (15,716)	\$ (15,716)	
				2010	\$ 115,200	\$ 115,200	\$ 101,420	\$ 101,420	\$ (13,780)	\$ (13,780)	
				TOTALS:	\$ 103,300	\$ 103,300	\$ 87,584	\$ 87,584	\$ (15,716)	\$ (15,716)	
				TOTALS:	\$ 107,850	\$ 107,850	\$ 92,580	\$ 92,580	\$ (15,270)	\$ (15,270)	
				TOTALS:	\$ 32,142,700	\$ 31,978,189	\$ 12,702,303	\$ 12,702,303	\$ (19,440,397)	\$ (19,275,886)	
				TOTALS:					\$ (22,134,900)	\$ (20,650,205)	
				SETTLED VALUES:				2012	\$ (618,600)	\$ (618,600)	
								2013	\$ (131,800)	\$ (131,800)	
								2014	\$ (36,73)	\$ (36,73)	
								2011	\$ (35,69)	\$ (35,69)	
								2013	\$ (45,051.60)	\$ (45,051.60)	
								2014	\$ (48,263.66)	\$ (48,263.66)	
								2012	\$ (1,445.79)	\$ (1,445.79)	
								2013	\$ (308.04)	\$ (308.04)	
								2014	\$	\$	
								Garfield Potential Tax Loss			
								ACTUAL TWP TAX LOSS			

	Charter Township of Garfield		General:	<input checked="" type="checkbox"/>
			Budget Related:	<input type="checkbox"/>
				<input type="checkbox"/>
Department:	Planning	Report No.	PD 2014-42	
Prepared:	June 16, 2014	Pages:	1 of 2	
Meeting:	June 24, 2014 Township Board	Attachments:	<input checked="" type="checkbox"/>	
Subject:	Buffalo Ridge Center			
File No.	PUD 2014-02	Parcel No.	016-032-00 & -05	
Applicant:	TC Center Partner LLC			
Agent:	Doug Mansfield - Mansfield Land Use Consultants			
Owner:	TC Center Partner LLC			

SUBJECT PROPERTY:

3639 Marketplace Circle, the site of the existing Horizon Outlet Mall on US-31. The subject property measures approximately 34.41 acres and is zoned C-2 General Business District.

PURPOSE OF APPLICATION:

The application proposes a commercial (redevelopment) PUD project named the Buffalo Ridge Center. The project involves removal of the northern half of the outlet mall and construction of a 14-screen movie theater, an additional commercial building, and the associated parking area. The south half of the site will remain in its present state for the time being until future redevelopment opportunities are explored and approved through the appropriate amendment.

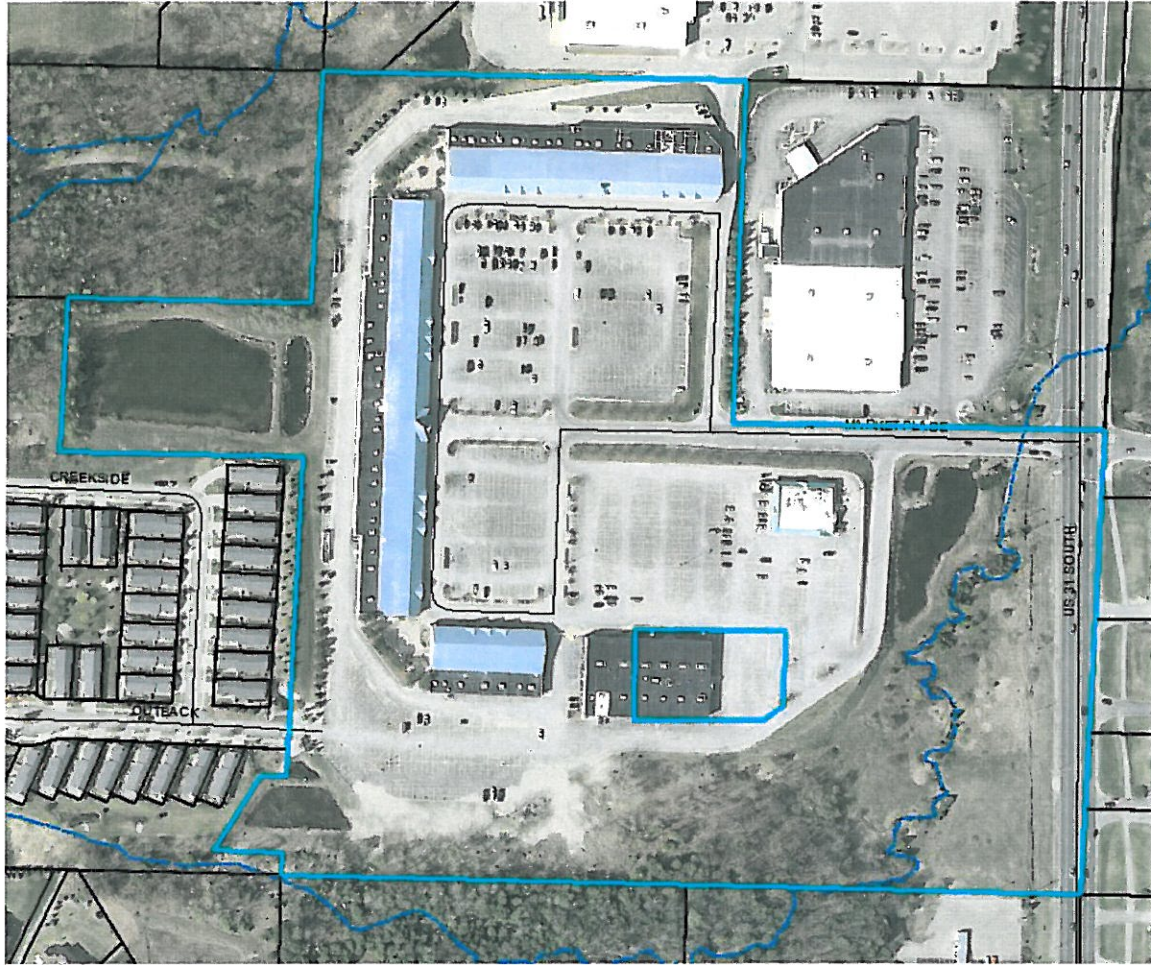
STAFF COMMENT:

This project has been under review by the Planning Commission for a number of months. The applicant has addressed the changes to the site plan and application materials which have been requested by the Planning Commission, Staff, the public, and the Township’s legal counsel. At its meeting on June 11, 2014 the Planning Commission, after several months of discussion and careful review of the findings, recommended that the Township Board approve the project.

Legal counsel representing a competing interest has raised a number of objections throughout the course of Planning Commission’s review. Some of these objections have resulted in changes and updates to the application materials. Each of the objections has been addressed in some way or other, most often through the Findings of Fact which were adopted by the Planning Commission prior to recommending project approval. The Township has followed all appropriate procedures and requirements and is on firm legal ground in approving the application if the Board so desires.

Prior to taking further action on the application, however, a public hearing before the Board is required. Therefore, the Board is asked to accept the application on June 24th and to schedule a public hearing for your regular meeting date on July 22nd.

AIR PHOTO OF SUBJECT PROPERTY:



ACTION REQUESTED:

MOTION THAT Application #2014-02, Buffalo Ridge Center, as recommended by the Planning Commission, BE ACCEPTED and scheduled for public hearing at the regular July 22, 2014 meeting of the Township Board.

Attachments:
Application binder

From: Chuck Korn
nt: Wednesday, June 04, 2014 11:53 AM
Subject: Judith Battle
Conservation District Update

Hello All,

Here is an update of tasks that we, GTCD, started and/or accomplished during the course of May on Garfield Township properties. With the heavy winter and wet spring, we've been busy clearing, trimming, and mowing trails where needed as well.

Silver Lake

- installed dog waste bag dispensers
- installed trail marker signs pulled out or fallen down
- repaired cedar fencing around parking lot
- started clearing and dispersing debris in vicinity of Hidden Lake loop trail
- GPSed and mowed path between tees and baskets on disc golf course

Kids Creek

- Installed Township logos on sign off Division by pond

Miller Creek

- attaining quote on sign for newly acquired parcel off Airport Rd. Currently looks like it will cost between \$2,600-\$3,000
- cleaning up after campers

Commons

-repaired trail erosion - hauled in 48 tons of gravel

-at the Greenspire trail head with the help of SEEDS

-near Copper Ridge trail head

-midway along the Garfield Trail

-repaired cedar fencing at Long Lake Rd trail head

Thanks,

Tom

Tom Vitale
Parklands Specialist
Grand Traverse Conservation District
1450 Cass Rd., Traverse City, MI 49685
31.941.0960 x19
tom.vitale@gtcd.org
natureiscalling.org

Activity Detail	Conservation District Pillar	Location of activity	Property Owner	Staff Lead (initials)
Monthly Parkland Responsibilities	Nature Center Visitation May 2014 876	Nature Center Visitation May 2013		
Coordinated trail steward activities, performed routine maintenance on all trails, and performed trailhead and snowplowing	Program Participants May 2014 807 Drop ins May 2014 69 Nature Center Visitation Total 2014 2,678 Nature Center Visitation since 2008 53,719	Program Participants May 2013 Drop ins May 2013 Nature Center Visitation Total 2013 Nature Center Visitation since 2008		1456 225 1231 3,759 47,227

Activity Detail	Conservation District Pillar	Location of activity	Property Owner	Staff Lead (initials)
Leadership Grand Traverse (5/8), ~30 people				
Presented Habitat Matters to Lakeshore Garden Club (5/8), ~25 people				
Led Manistee County Garlic Mustard Hunt (5/10), 14 people, ~5 acres				
Attended & updated at Frankfort Tree Board meeting (5/13); 12 people	Stewardship (Boardman River and Non-parklands ISN)	Leeleanau/Benzie/Manistee Counties	N/A	KG
Assembly regarding surveying and Early Detection practices (5/13)	Stewardship (Boardman River and Non-parklands ISN)	Leeleanau/Benzie/Manistee Counties	N/A	KG
Led Benzie County Garlic Mustard Hunt (5/17); ~25 people, ~10 acres	Stewardship (Boardman River and Non-parklands ISN)	Leeleanau/Benzie/Manistee Counties	N/A	KG
Presented update at Benzie Conservation District Board Meeting (5/22); ~15 people	Stewardship (Boardman River and Non-parklands ISN)	Leeleanau/Benzie/Manistee Counties	N/A	KG
Presented update at Benzie Watershed meeting (5/22); ~15 people	Stewardship (Boardman River and Non-parklands ISN)	Leeleanau/Benzie/Manistee Counties	N/A	KG
Led Grand Traverse County Garlic Mustard Hunt (5/28), 20 people, ~5 acres	Stewardship (Boardman River and Non-parklands ISN)	Leeleanau/Benzie/Manistee Counties	N/A	KG
at Arcadia Dunes (Manistee County); ~5 acres	Stewardship (Boardman River and Non-parklands ISN)	Leeleanau/Benzie/Manistee Counties	N/A	KG/CG
Surveyed for garlic mustard in Manistee County; ~150 acres	Stewardship (Boardman River and Non-parklands ISN)	Leeleanau/Benzie/Manistee Counties	N/A	KG/CG
Railroad Point (Benzie County); ~15 acres	Stewardship (Boardman River and Non-parklands ISN)	Leeleanau/Benzie/Manistee Counties	N/A	KG
Removed garlic mustard in Grand Traverse County; ~50 acres	Stewardship (Boardman River and Non-parklands ISN)	Community Event/Festival	Private Property	KG/CG
at Hickory Meadows	Parklands (including Parklands-based	Hickory Meadows	Joint Recreational Authority	KG/CG
Removed garlic mustard at NER	Parklands (including Parklands-based ISN)	Natural Education Reserve/Boardman Valley Nature Preserve	Grand Traverse County	RR
Removed garlic mustard at Boardman Valley Nature Preserve	Parklands (including Parklands-based ISN)	Natural Education Reserve/Boardman Valley Nature Preserve	Garfield Township	RR
bottomlands of Brown Bridge Quiet Area	Parklands (including Parklands-based ISN)	Brown Bridge Quiet Area	City of Traverse City	RR
2,500 seedlings as part of ITC utility corridor restoration/remediation	Parklands (including Parklands-based ISN)	Natural Education Reserve/Boardman Valley Nature Preserve	Grand Traverse County	RR
mustard from Hickory Meadows as well as working with surrounding private "shade garden"	Parklands (including Parklands-based ISN)	Hickory Meadows	Joint Recreational Authority	RR
	Parklands (including Parklands-based ISN)	Boardman River Nature Center	RR	RR

Removed downed trees on the North Branch of the Boardman River that	Stewardship (Boardman River and Non-parklands ISN)	Boardman River and its tributaries	N/A	SL
Prepared for and conducted a presentation and dam tour for	Education	Boardman River and its tributaries	N/A	SL
Spoke with a person who had tree stands still in place on Rotary property.	Parklands (including Parklands-based ISN)	Other	Rotary Camps and Services	SL
Met with City of Traverse City Planning and Engineering staff members regarding proposed improvements to	Stewardship (Boardman River and Non-parklands ISN)	Boardman River and its tributaries	City of Traverse City	SL
Conducted routine drive thru inspections of Rotary's East Creek	Parklands (including Parklands-based ISN)	Other	Rotary Camps and Services	SL
Prepared for and conducted a Bottomlands Task Team meeting.	Stewardship (Boardman River and Non-parklands ISN)	Boardman River and its tributaries	N/A	SL
Attended Boardman River Dams Implementation Team and Management	Stewardship (Boardman River and Non-parklands ISN)	Boardman River and its tributaries	N/A	SL
Began restoration of the north access road and trail at Brown Bridge. Will finish now that the weather has allowed	Parklands (including Parklands-based ISN)	Brown Bridge Quiet Area	City of Traverse City	SL
Coordinated and conducted a work bee to plant roughly 1,500 seedlings along part of the Boardman River riparian	Parklands (including Parklands-based ISN)	Brown Bridge Quiet Area	City of Traverse City	SL/RR
Coordinated and conducted a work bee with the GT Area Paddle Club to open	Parklands (including Parklands-based ISN)	Leelanau/Benzie/Manistee Counties	City of Traverse City	SL
Gave a Boardman presentation to the	Education	Other	N/A	SL
Attended an Open Meetings Act	Education	Other	N/A	SL
Cleared river of major blockages from the Forks to Brown Bridge.	Stewardship (Boardman River and Non-parklands ISN)	Boardman River and its tributaries	N/A	SL
Met Natural Resource Conservation Service Soil Scientist and others at Brown Bridge to begin the process of	Parklands (including Parklands-based ISN)	Brown Bridge Quiet Area	City of Traverse City	SL
Conducted 10th Annual Boardman River Clean Sweep in partnership with the GT Area Paddle Club and	Stewardship (Boardman River and Non-parklands ISN)	Boardman River and its tributaries	N/A	SL
Attended 3 TBA ISD meetings of Principals (Elem, HS, Middle sc) to	Education	In School	N/A	WWW
Hosted International Project Learning Tree Field Trip in assoc. with GTSI	Education	Natural Education Reserve/Boardman Valley Nature Preserve	N/A	WWW
Hosted GTSI Spring Celebration - culmination event of school projects	Education	Natural Education Reserve/Boardman Valley Nature Preserve	N/A	WWW
Developed and submitted Dole grant report for Education Coordinator	Education	Natural Education Reserve/Boardman Valley Nature Preserve	N/A	WWW
Conducted telephone interviews for	Agriculture	Natural Education Reserve/Boardman Valley Nature Preserve	N/A	WWW
Developed & Hosted Leadership GT (Chamber Event)	Education	Natural Education Reserve/Boardman Valley Nature Preserve	N/A	WWW
Attended Forestry Advisory Board Mtg	Stewardship (Boardman River and Non-parklands ISN)	Natural Education Reserve/Boardman Valley Nature Preserve	N/A	WWW

Grand Traverse Sheriff Department Calls for Service Statistics

Month Year
May 2014

Day of Week	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TOTAL				
	0	1	2	3	4	5	6	7				
Hour of Day	535	638	600	686	794	630	534	4,417				
	152	104	80	41	46	94	81	155				
	12	13	14	15	16	17	18	19				
	208	236	221	269	264	269	247	241				
Location	Traffic Crashes							*Other	Total			
	Citations	Fatal	PIA	PDA	OWI	MIP	Criminal	Criminal	Traffic Crashes			
01 Acme	39	0	0	13	0	1	8	175	27	53	13	268
02 Blair	62	0	5	14	7	1	25	326	86	124	19	555
03 East Bay	53	0	3	14	3	0	13	383	65	128	17	593
04 Fife Lake	14	0	1	7	1	2	5	61	10	21	8	100
05 Garfield	177	0	4	66	7	5	87	961	316	392	70	1,739
06 Grant	0	0	0	1	0	0	0	22	8	7	1	38
07 Green Lake	31	0	4	10	2	1	5	187	40	56	14	297
08 Long Lake	14	0	1	6	2	0	4	101	30	39	7	177
09 Mayfield	18	0	0	5	1	0	2	84	2	16	5	107
10 Peninsula	8	0	1	1	0	12	0	70	21	36	2	129
11 Paradise	14	0	0	3	0	4	7	91	16	19	3	129
12 Union	0	0	1	3	0	0	0	6	3	2	4	15
13 Whitewater	6	0	1	3	1	8	3	66	14	22	4	106
29 Fife Lake Vlg	0	0	0	0	0	0	1	20	11	12	0	43
30 Kingsley Vlg	8	0	0	0	1	0	3	65	19	37	0	121
66 Traverse City	11	0	0	0	5	1	61	0	0	0	0	0
84 Out of County	0	0	0	0	0	0	28	0	0	0	0	0
Totals	455	0	21	146	30	35	252	2,618	668	964	167	4,417

*Other Calls for Service Include: 911 Hangups; BOI; Follow-up to Complaints; Motorist Assists; Public Relations; Serving Legal papers; Traffic Stops; Warrant Attempts
 Ticket stats are based on what District Court has entered as of 6/03/14.
 Arrest Stats are as of 6/03/14.



GRAND TRAVERSE METRO FIRE DEPARTMENT

From the Desk of ASSISTANT CHIEF TERRY FLYNN

5. c.

FIRE OFFICE 897 Parsons Road ~ Traverse City, MI 49686

Phone: (231) 947-3000 Fax: (231) 947-8728 ~ Website: www.gtfire.org Email: Info@gtfire.org

GTMESA 2014 June Report

Training-

See Attached –July training schedule.

Incidents of Interest for the last 30 days-

1. Dryer Fire 1182 Cerro Dr (East Bay Twp.)
2. Vehicle Fire 2801 US 31 S (Garfield Twp.)
3. Vehicle accident w/injuries US 31 N/Yuba (Acme Twp.)
4. Extrication of child from equipment (Garfield Twp. Park)
5. Vehicle Fire 7675 US 31 N (Acme Twp.)
6. Building Fire 14998 Peninsula Dr (Peninsula Twp.)
7. Vehicle/Pedestrian accident 5485 Barney Rd (Garfield Twp.)
8. Grass Fire South Airport/Park (Garfield Twp.)
9. Dumpster Fire 2528 Cass Rd (Garfield Twp.)
10. Vehicle accident w/injuries Boon/Barlow (Garfield Twp.)
11. Vehicle accident w/injuries South Airport Rd/Veterans (Garfield Twp.)
12. Vehicle accident w/injuries Keystone/Hammond (Garfield Twp.)
13. Grass Fire Rusch/Garfield (Garfield Twp.)

<u>Mutual Aid/ Automatic Aid Given</u>		<u>Mutual /Automatic Aid Received</u>	
Traverse City	1		
GT Rural	12	Blair	1
Peninsula	2		
Blair	6		

Total Calls 2014 YTD- 2082

Sta 11 -787 Sta 1 -465 Sta 8- 316 Sta 9- 63 Sta 12- 451

2013 YTD- 1874

Sta 11- 720 Sta 1- 437 Sta 8 – 293 Sta 9- 46 Sta 12- 378

Bidder	Annual Cost	Emergency Service hourly rate	Voluntary alternates
Temperature Control	\$1,595.00	\$109.50	
ABI	\$1,775.00	not listed	
Arms and Cole	\$2,063.00	\$83.60 Reg hrs \$125.40 after hrs \$167.20 wk end Hol.	Change Belts annually add \$31.00
Sheren	\$3,595.00	\$72.00 Reg hrs \$108.00 after hrs \$144.00 wk end Hol.	
D & W	\$3,895.00	\$76.00 Reg hrs 1 1/2 times rate	

Charter Township of Garfield

3848 Veterans Drive
Traverse City Michigan 49684
(231) 941-1620

Request For Bid

Mechanical, Heating and Cooling inspection service contract

Issue Date: June 2nd 2014

Acceptance date: June 16th 2014

Acceptance Time: 2:00 PM

Acceptance Location: Garfield Township Hall

Sealed bids only Fax or email bids are not acceptable

Bid Package Documents

Request for Bid three pages

Invoicing check list

Charter Township of Garfield Insurance requirements

Term of contract will be for calendar year 2014 with an option for the Charter Township of Garfield to extend the contract for calendar year 2015. Due to the timing of the contract offering services that are called for in April 2014 are to be performed within 30 days of contract acceptance.

Bids are to remain open for 45 days.

All bidding contractors must be licensed and insured. Minimum Charter Township of Garfield insurance requirements are attached.

The contractor will comply with all federal, state and local regulations, including, but not limited to, all applicable OSHA/MIOSHA and ADA requirements.

Questions concerning the bid documents and to schedule a site visit are to be addressed to Bill Mouser

Township offices (231) 941-1620

Cell Phone (517) 420-2386

email wmouser@garfield-twp.com

Mechanical, Heating and Cooling inspection service contract

Scope of Work

April and October Boiler Inspection for two Raypak heating boilers
April and October Maintenance for one Trane blower coil unit
April and October maintenance for two Trane air handling units
April and October provide and change filters for AHU-1 and AHU-2
October maintenance for one water heater
April and October maintenance for two trane air cooled condensing units
Annual backflow testing and certification done in the spring for five devices
Annual fall winterization and spring start up of drinking fountain
Annual fall winterization of dog park, pet drinking water units
Grease/oil all bearings and motors for equipment
Check and record motor amp draws
Check sheave alignment and adjust
Lubricate dampers and linkages
check and tighten electrical connections
Inspect electrical contactors and disconnects
Brush clean evaporator coils
Power wash ACCU coils in the Fall
Check boiler operation, safety equipment and interlocks
Check clean and adjust burners
Check gas pressure and adjust
State of Michigan CSD-1, inspection and logs attached to boiler
Tasking sheets filled out for each piece of equipment
Check Belts for excessive wear (replacement belts by owner)
Check refrigerant charges and operating pressures. (cost of referigerant by owner)
Provide twenty four hour emergency service, with a two hour response time
Provide the contract hourly labor rate for the term of the contract

Submit the provided check list of completed work and acknowledgement by a township official with contractor invoicing.

**Mechanical, Heating and Cooling inspection service contract
Bid Submission Form**

Contractor: _____
Address: _____
Address: _____
Phone: _____
email: _____

Authorized Signature: _____
Print Name Signature: _____
Title: _____
Date: _____

Bid amounts to be shown in words and figures

Bid amount: _____

Voluntary Alternates

Voluntary alternates or offers for additional services may be submitted.
Provide and attach a detailed narrative and cost breakdown.

Charter Township of Garfield

Mechanical, Heating and Cooling inspection service contract

work verification check list for Invoicing

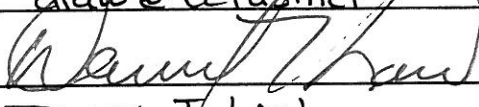
Date of Inspection or service work _____	Complete	Pending
Grease/Oil all bearings and equipment motors	_____	_____
Check and record motor amp draws	_____	_____
Check sheave alignment and adjust	_____	_____
Lubricate dampers and linkages	_____	_____
Check and tighten electrical connections	_____	_____
Inspect electric contactors and disconnects	_____	_____
Brush clean evaporator coils	_____	_____
Power wash ACCU coils (fall only)	_____	_____
Inspection and maintence of one water heater (fall only)	_____	_____
Check boiler operation, safety equipment and interlocks	_____	_____
Check clean and adjust burners	_____	_____
Check gas burners and adjust	_____	_____
Check belts for excessive wear	_____	_____
State of Michigan CSD-1, inspection and logs attached	_____	_____
Spring backflow testing and certification of five devices	_____	_____
Fall winterization of drinking fountain/dog water units	_____	_____
Spring start up of drinking fountain/dog water units	_____	_____
Spring filter change	_____	_____
Fall filter change	_____	_____

Contractor shall provide a written report with cost estimates of any work or repairs not covered by the agreements Scope of Work. Additional work requires authorization by Garfield Township.

Contractor Signature/date _____

Township signature/date _____

Mechanical, Heating and Cooling inspection service contract
Bid Submission Form

Contractor: TEMPERATURE CONTROL, INC.
Address: 1623 NORTHERN STAR DR.
Address: TRAVERSE CITY, MI 49696
Phone: (231) 922-1862
email: dtaw@tcius.net
Authorized Signature: 
Print Name Signature: DANIEL T. LAW
Title: PRESIDENT
Date: 6/16/14

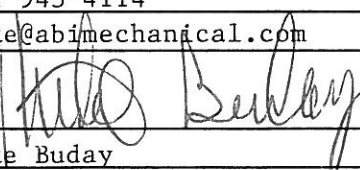
Bid amounts to be shown in words and figures
Bid amount: ONE THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS / YEAR
\$1,595.00 / YEAR

Voluntary Alternates

Voluntary alternates or offers for additional services may be submitted.
Provide and attach a detailed narrative and cost breakdown.

**Mechanical, Heating and Cooling inspection service contract
Bid Submission Form**

Contractor: ABI Mechanical Contractors, Inc.
Address: PO Box 970
Address: Traverse City, MI 49685-0970
Phone: 231-943-4114
email: mike@abimechanical.com

Authorized Signature: 
Print Name Signature: Mike Buday
Title: President
Date: 6/05/14

Bid amounts to be shown in words and figures

Bid amount: \$1,775.00
One thousand seven hundred seventy-five dollars

Voluntary Alternates

Voluntary alternates or offers for additional services may be submitted. Provide and attach a detailed narrative and cost breakdown.

****Insurance certificates will be issued if contract is accepted****

Mechanical, Heating and Cooling Inspection service contract
Bid Submission Form

Contractor: ARMS & COLE A DIVISION OF HURST MECHANICAL
Address: 885 ROBIN WOOD COURT
Address: TRAVOSE CITY, MI 49686
Phone: 231 944 8566
email: TMCGOWEN@ARMSCOLE.COM

Authorized Signature: Terry McGowen
Print Name Signature: TERLY MC GOWEN
Title: ACCOUNTS MANAGER
Date: 6/10/14

Bid amounts to be shown in words and figures
Bid amount: ONE THOUSAND, NINE HUNDRED & SIXTEEN DOLLARS
\$1916.00

Voluntary Alternates

Voluntary alternates or offers for additional services may be submitted.
Provide and attach a detailed narrative and cost breakdown.

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Agreement: Page 1 of 7

Company

Sheren Plumbing and Heating
3801 Rennie School Rd.
Traverse City, MI 49685

Ph: (231)-943-7916 Fax: (231)-943-9907

Proposal Date: 6/13/2014

Proposal Number: P00981

Agreement Number: _____

Bill To Identity

GARFIELD TOWNSHIP OFFICES
3848 VETERANS DRIVE
TRAVERSE CITY, MI 49684
Attn: BILL MOUSER

Agreement Location

GARFIELD TOWNSHIP OFFICES
3848 VETERANS DRIVE
TRAVERSE CITY, MI 49684
Attn: BILL MOUSER

Sheren Plumbing and Heating will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: **PM**

Schedules Included:

(Only Items Checked Apply)

- | | | |
|--------------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------|
| <input checked="" type="checkbox"/> Equipment Schedule | <input checked="" type="checkbox"/> Air Filter Service | <input checked="" type="checkbox"/> Water Treatment |
| <input type="checkbox"/> Building Automation | <input type="checkbox"/> Customized Service | <input type="checkbox"/> Special Conditions Service |

Agreement coverage will commence on 6/13/2014 .

The Agreement price is \$ 3,595.00 per year, payable in ~~advanced~~ installments of \$ 1,797.50 per Semi-annual beginning on the effective date of 6/13/2014 .

This Agreement is the property of Sheren Plumbing and Heating and is provided for Customer's use only. Sheren Plumbing and Heating guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 Year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

Signature (Sales Consultant)

Accepted for Company By:

Signature

Denise Melichar

Name & Title

6/13/2014 (231)-943-7916 (231)-943-9907

Date / Phone / Fax

Customer

Signature (Authorized Representative)

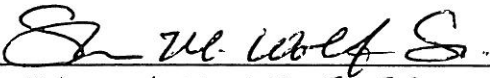
Name (Print/Type)

Title

Date

Mechanical, Heating and Cooling inspection service contract
Bid Submission Form

Contractor: D & W MECHANICAL
Address: 1266 INDUSTRY DRIVE, SUITE A
Address: TRAVERSE CITY, MI 49696
Phone: 231-941-1215
email: swolf@dwmechanical.com

Authorized Signature: 
Print Name Signature: SHAWN M. WOLF SR.
Title: SERVICE AGREEMENT MANAGER
Date: 6.16.14

Bid amounts to be shown in words and figures

Bid amount: \$ 3895.⁰⁰
THREE THOUSAND EIGHT HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS

Voluntary Alternates

Voluntary alternates or offers for additional services may be submitted.
Provide and attach a detailed narrative and cost breakdown.

Clerk's Report

For May 2014

Submitted 6/2/14

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 May in the General Fund, you will find that we had a total of \$284,896.92 Revenues and \$155,247.88 Expenditures. For the year we have a total of \$2,455,726.40 Revenues and \$1,264,552.87 Expenditures.

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

Kay Schumacher

Township Clerk

PERIOD END: 5/31/2014

GL NUMBER	DESCRIPTION	2014 ORIGINAL BUDGET	2014 AMENDED BUDGET	YTD BALANCE 05/31/2014	ACTIVITY FOR MONTH 05/31/2014	AVAILABLE BALANCE
-----------	-------------	----------------------	---------------------	------------------------	-------------------------------	-------------------

Fund 101 - GENERAL OPERATING FUND

Revenues

Dept 000						
101-000-403.000	CURRENT REAL PROPERTY TAXES	1,895,779.00	1,895,779.00	1,776,914.91	9,772.90	118,864.09
101-000-407.000	DEL PERSONAL PROP TAXES	0.00	0.00	(1,853.75)	0.00	1,853.79
101-000-412.000	SWAMP TAX COLLECTIONS	40.00	40.00	0.00	0.00	40.00
101-000-414.000	Protested R/E Interest	0.00	0.00	7,522.47	6,810.86	(7,522.47)
101-000-423.000	TRAILER PARK FEES	6,100.00	6,100.00	2,999.50	600.50	3,100.50
101-000-445.000	PENALTIES & INT. ON TAXES	7,500.00	7,500.00	0.00	0.00	7,500.00
101-000-476.000	BUILDING PERMITS	150,000.00	150,000.00	76,501.00	17,958.00	73,499.00
101-000-476.001	PLANNING & ZONING FEES	25,000.00	25,000.00	3,850.00	400.00	21,150.00
101-000-476.002	MAINT INSPECTION FEES	1,500.00	1,500.00	960.00	0.00	540.00
101-000-476.003	TREASURER FEES	900.00	900.00	75.00	0.00	825.00
101-000-476.004	PARK USE FEES	2,000.00	2,000.00	900.00	620.00	1,100.00
101-000-476.005	ZONING FEES	0.00	0.00	500.00	250.00	(500.00)
101-000-574.000	STATE SHARED REVENUE	1,200,000.00	1,200,000.00	379,441.00	175,885.00	820,559.00
101-000-574.001	STATE SHARED REV. - LIQUOR LA	20,000.00	20,000.00	41.25	0.00	19,958.75
101-000-575.000	Road Right of Way	17,561.00	17,561.00	0.00	0.00	17,561.00
101-000-612.000	CHARGES FOR TOWNSHIP SERVICES	15,000.00	15,000.00	913.76	160.20	14,086.24
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	0.00	0.00	325.01	133.34	(325.01)
101-000-664.000	EARNED INTEREST	15,000.00	15,000.00	13,486.57	0.00	1,513.43
101-000-668.000	RENTS	40,000.00	40,000.00	17,191.60	4,297.90	22,808.40
101-000-668.002	RENTS & ROYALTIES CABLE VIS	180,000.00	180,000.00	125,742.62	63,464.12	54,257.38
101-000-668.003	RENTS & ROYALTIES CABLE EQUIP	14,000.00	14,000.00	9,115.50	4,544.10	4,884.50
101-000-670.000	UNREALIZED LOSS ON INVESTMENT	0.00	0.00	41,100.00	0.00	(41,100.00)
101-000-672.003	S/A ROADS	33,000.00	33,000.00	0.00	0.00	33,000.00
101-000-672.006	S/A MILFOIL	42,000.00	42,000.00	0.00	0.00	42,000.00
101-000-672.007	S/A LIGHTS	60,000.00	60,000.00	0.00	0.00	60,000.00
Total Dept 000		3,747,380.00	3,747,380.00	2,455,726.40	284,896.92	1,291,653.60
TOTAL Revenues		3,747,380.00	3,747,380.00	2,455,726.40	284,896.92	1,291,653.60
Fund 101:						
TOTAL REVENUES		3,747,380.00	3,747,380.00	2,455,726.40	284,896.92	1,291,653.60

PERIOD END 5/31/2014

2014
 ORIGINAL BUDGET
 AMENDED BUDGET

ACTIVITY FOR MONTH
 05/31/2014

AVAILABLE BALANCE
 % BDGT USED

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 05/31/2014	ACTIVITY FOR MONTH 05/31/2014	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
Dept 101-TOWNBOARD							
101-101-701.100	WAGES - TRUSTEE	12,000.00	12,000.00	3,250.00	750.00	8,750.00	27.08
101-101-701.101	WAGES - FILE CLERK	22,000.00	22,000.00	10,241.63	2,968.25	11,758.37	46.55
101-101-701.102	WAGES - TRUSTEE	12,000.00	12,000.00	4,750.00	1,100.00	7,250.00	39.58
101-101-701.103	WAGES - TRUSTEE	12,000.00	12,000.00	3,750.00	1,250.00	8,250.00	31.25
101-101-701.104	WAGES - TRUSTEE	12,000.00	12,000.00	3,750.00	850.00	8,250.00	31.25
101-101-701.105	WAGES - RECEPTIONIST	34,156.78	34,156.78	17,729.80	3,899.04	16,426.98	51.91
101-101-726.000	SUPPLIES	5,500.00	5,500.00	3,771.41	199.85	1,728.59	68.57
101-101-726.001	POSTAGE	12,000.00	12,000.00	3,833.87	0.00	8,166.13	31.95
101-101-726.002	SUPPLIES - COPIER MAINTENANCE	7,000.00	7,000.00	2,514.72	384.03	4,485.28	35.92
101-101-801.002	LEGAL SERVICES - TOWNBOARD	10,000.00	10,000.00	2,333.76	32.21	7,666.24	23.34
101-101-801.003	LEGAL - WATER & SEWER	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-101-801.004	LEGAL -Tax Tribunal	10,000.00	10,000.00	2,962.46	1,749.54	7,037.54	29.62
101-101-802.000	AUDIT AND ACCOUNTING	16,000.00	16,000.00	0.00	0.00	16,000.00	0.00
101-101-805.000	CONTRACTED AND OTHER SERVICES	3,000.00	3,000.00	625.50	0.00	2,374.50	20.85
101-101-900.000	PRINTING & PUBLISHING	3,000.00	3,000.00	739.16	0.00	2,260.84	24.64
101-101-901.000	ADVERTISING	6,000.00	6,000.00	1,222.85	127.25	4,777.15	20.38
101-101-960.000	EDUCATION & TRAINING	4,000.00	4,000.00	724.91	128.00	3,275.09	18.12
101-101-965.101	DUES & PUBLICATIONS -TOWNBOARD	1,000.00	1,000.00	20.00	0.00	980.00	2.00
101-101-965.102	DUES - MICHIGAN TOWNSHIP ASSO	7,500.00	7,500.00	5,869.36	5,642.34	1,630.64	78.26
Total Dept 101-TOWNBOARD		192,156.78	192,156.78	68,089.43	19,080.51	124,067.35	35.43

Dept 171-TOWNSHIP SUPERVISOR							
101-171-701.201	WAGES - SUPERVISOR	69,363.00	69,363.00	29,437.98	8,042.88	39,925.02	42.44
101-171-701.202	WAGES - ASST. ASSESSOR	42,239.00	42,239.00	18,259.00	4,874.40	23,980.00	43.23
101-171-701.203	WAGES - ASSESSMENT CLERK	17,882.00	17,882.00	7,870.66	2,067.59	10,011.34	44.01
101-171-701.204	WAGES - APPRAISER	48,300.00	48,300.00	20,938.74	5,584.81	27,361.26	43.35
101-171-701.205	WAGES - ASSESSOR	84,993.00	84,993.00	35,938.22	9,806.88	49,054.78	42.28
101-171-726.000	SUPPLIES	1,000.00	1,000.00	63.04	23.36	936.96	6.30
101-171-805.000	CONTRACTED AND OTHER SERVICES	19,738.00	19,738.00	0.00	0.00	19,738.00	0.00
101-171-860.200	MILEAGE - SUPERVISOR	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-171-860.201	MILEAGE - ASSESSOR	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-171-860.202	MILEAGE - ASST. ASSESSOR	100.00	100.00	0.00	0.00	100.00	0.00
101-171-860.203	MILEAGE - APPRAISER	100.00	100.00	0.00	0.00	100.00	0.00
101-171-860.204	MILEAGE - ASSESSMENT CLERK	100.00	100.00	0.00	0.00	100.00	0.00
101-171-860.205	SUPERVISOR MISC	500.00	500.00	0.00	0.00	500.00	0.00
101-171-900.000	PRINTING & PUBLISHING	4,900.00	4,900.00	4,810.01	0.00	89.99	98.16
101-171-960.000	EDUCATION & TRAINING	6,750.00	6,750.00	418.76	153.00	6,331.24	6.20
101-171-965.000	DUES & PUBLICATIONS	1,700.00	1,700.00	475.00	0.00	1,225.00	27.94
Total Dept 171-TOWNSHIP SUPERVISOR		300,165.00	300,165.00	118,211.41	30,552.92	181,953.59	39.38

Dept 191-ELECTIONS							
101-191-701.000	WAGES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-191-726.000	SUPPLIES	6,000.00	6,000.00	3,569.45	2,535.15	2,430.55	59.49
101-191-726.001	POSTAGE	8,000.00	8,000.00	482.53	0.00	7,517.47	6.03
101-191-860.000	MILEAGE	400.00	400.00	0.00	0.00	400.00	0.00
101-191-901.000	ADVERTISING	300.00	300.00	0.00	0.00	300.00	0.00
101-191-935.010	MACHINE MAINTENANCE	3,000.00	3,000.00	747.65	0.00	2,252.35	24.92
101-191-935.015	COMPUTER SUPPORT SYSTEMS	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00
Total Dept 191-ELECTIONS		36,200.00	36,200.00	4,799.63	2,535.15	31,400.37	13.26

GL NUMBER	DESCRIPTION	2014		ACTIVITY FOR MONTH	YTD BALANCE	AVAILABLE BALANCE	% BDDT USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
Dept 215-TOWNSHIP CLERK							
101-215-701.300	WAGES - CLERK	69,363.00	69,363.00	8,042.88	29,437.98	39,925.02	42.44
101-215-701.302	WAGES - DEPUTY CLERK	40,600.00	40,600.00	4,684.62	17,156.75	23,443.25	42.26
101-215-701.303	WAGES - ACCOUNTANT	10,000.00	10,000.00	450.00	2,700.00	7,300.00	27.00
101-215-726.000	SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00
101-215-860.300	MILEAGE - CLERK	400.00	400.00	0.00	128.24	271.76	32.06
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	4,500.00	4,500.00	331.81	2,221.59	2,278.41	49.37
101-215-965.000	DUES & PUBLICATIONS	550.00	550.00	0.00	233.50	316.50	42.45
Total Dept 215-TOWNSHIP CLERK		126,813.00	126,813.00	13,509.31	51,878.06	74,934.94	40.91
Dept 247-BOARD OF REVIEW							
101-247-701.400	WAGES - B OF R	1,500.00	1,500.00	0.00	600.00	900.00	40.00
101-247-701.401	WAGES - B OF R	1,500.00	1,500.00	100.00	600.00	900.00	40.00
101-247-701.402	WAGES - B OF R	1,500.00	1,500.00	0.00	600.00	900.00	40.00
101-247-701.403	WAGES - B OF R	500.00	500.00	0.00	0.00	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		5,200.00	5,200.00	100.00	1,800.00	3,400.00	34.62
Dept 253-TOWNSHIP TREASURER							
101-253-701.500	WAGES - TREASURER	69,363.00	69,363.00	8,042.88	29,437.98	39,925.02	42.44
101-253-701.501	WAGES - ASSISTANT	17,882.00	17,882.00	1,240.57	5,941.31	11,940.69	33.23
101-253-701.502	WAGES - DEPUTY TREASURER	42,762.97	42,762.97	4,934.19	18,076.67	24,686.30	42.27
101-253-726.000	SUPPLIES	2,000.00	2,000.00	0.00	72.91	1,927.09	3.65
101-253-726.001	POSTAGE	7,000.00	7,000.00	3,220.00	3,486.98	3,513.02	49.81
101-253-801.000	LEGAL SERVICES	3,000.00	3,000.00	1,117.80	2,151.80	848.20	71.73
101-253-809.000	Bank Fees	300.00	300.00	0.00	75.00	225.00	25.00
101-253-860.500	MILEAGE - TREASURER	600.00	600.00	216.40	448.05	151.95	74.68
101-253-860.501	MILEAGE - DEPUTY TREASURER	200.00	200.00	0.00	20.31	179.69	10.16
101-253-900.000	PRINTING & PUBLISHING	400.00	400.00	0.00	0.00	400.00	0.00
101-253-901.000	ADVERTISING	100.00	100.00	0.00	36.78	63.22	36.78
101-253-960.000	EDUCATION & TRAINING	4,500.00	4,500.00	9.83	473.47	4,026.53	10.52
101-253-965.000	DUES & PUBLICATIONS	500.00	500.00	0.00	185.00	315.00	37.00
Total Dept 253-TOWNSHIP TREASURER		148,607.97	148,607.97	18,781.67	60,406.26	88,201.71	40.65
Dept 258-COMPUTER SUPPORT							
101-258-726.000	SUPPLIES	5,000.00	5,000.00	0.00	193.11	4,806.89	3.86
101-258-935.010	MACHINE MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-258-935.015	COMPUTER SUPPORT SYSTEMS	25,000.00	25,000.00	1,199.00	16,014.77	8,985.23	64.06
101-258-935.016	COMPUTER NETWORK	18,000.00	18,000.00	109.99	549.95	17,450.05	3.06
Total Dept 258-COMPUTER SUPPORT		51,000.00	51,000.00	1,308.99	16,757.83	34,242.17	32.86
Dept 265-TOWNSHIP HALL							
101-265-701.011	Maintenance Wages	12,000.00	12,000.00	1,484.95	3,785.82	8,214.18	31.55
101-265-726.003	SUPPLIES-MAINTANCE	3,000.00	3,000.00	24.80	674.91	2,325.09	22.50
101-265-850.000	TELEPHONE	17,000.00	17,000.00	1,242.10	9,195.73	7,804.27	54.09
101-265-920.601	HEATING / GAS	12,000.00	12,000.00	1,109.60	5,257.52	6,742.48	43.81

PERIOD END 5/31/2014

2014
 ORIGINAL BUDGET

AMENDED BUDGET

YTD BALANCE 05/31/2014

ACTIVITY FOR MONTH 05/31/2014

AVAILABLE BALANCE

% BDGT USED

Fund 101 - GENERAL OPERATING FUND

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 05/31/2014	ACTIVITY FOR MONTH 05/31/2014	AVAILABLE BALANCE	% BDGT USED
Expenditures							
101-265-920.602	WATER / SEWER	5,000.00	5,000.00	731.60	158.92	4,268.40	14.63
101-265-920.603	LIGHTS BUILDING	13,500.00	13,500.00	3,862.59	0.00	9,637.41	28.61
101-265-935.601	SNOW PLOWING	8,000.00	8,000.00	5,355.00	0.00	2,645.00	66.94
101-265-935.602	LAWN MAINTENANCE	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00
101-265-935.603	CLEANING SERVICE	13,000.00	13,000.00	5,907.70	1,150.00	7,092.30	45.44
101-265-935.604	RUBBISH REMOVAL	1,000.00	1,000.00	395.00	79.00	605.00	39.50
101-265-935.605	BUILDING REPAIR	15,000.00	15,000.00	3,749.00	2,000.00	11,251.00	24.99
101-265-935.606	ELECTRONIC PROTECTION SYSTEM	1,500.00	1,500.00	692.16	0.00	807.84	46.14
101-265-935.608	MAINTENANCE-OTHER	15,000.00	15,000.00	2,509.36	125.00	12,490.64	16.73
Total Dept 265-TOWNSHIP HALL		127,000.00	127,000.00	42,116.39	7,374.37	84,883.61	33.16

Dept 301-POLICE SERVICES

101-301-830.000	POLICE CONTRACT	942,450.00	942,450.00	456,090.00	0.00	486,360.00	48.39
101-301-830.001	POLICE CONTRACT - DETECTIVE	82,915.00	82,915.00	40,487.50	0.00	42,427.50	48.83
Total Dept 301-POLICE SERVICES		1,025,365.00	1,025,365.00	496,577.50	0.00	528,787.50	48.43

Dept 371-TOWNSHIP BUILDING INSPECTOR

101-371-701.703	WAGES - BUILDING	64,260.00	64,260.00	27,150.60	7,414.62	37,109.40	42.25
101-371-701.704	WAGES - BUILDING	22,000.00	22,000.00	5,743.50	1,638.00	16,256.50	26.11
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	600.00	600.00	0.00	0.00	600.00	0.00
101-371-860.703	MILEAGE - BUILDING INSPECTOR	300.00	300.00	0.00	0.00	300.00	0.00
101-371-860.704	MILEAGE - BUILDING INSPECTOR	300.00	300.00	0.00	0.00	300.00	0.00
101-371-960.000	EDUCATION & TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-371-965.000	DUES & PUBLICATIONS	500.00	500.00	125.00	0.00	375.00	25.00
Total Dept 371-TOWNSHIP BUILDING INSPECTOR		89,960.00	89,960.00	33,019.10	9,052.62	56,940.90	36.70

Dept 400-PLANNING COMMISSION

101-400-701.800	WAGES - PLANNING	2,000.00	2,000.00	600.00	100.00	1,400.00	30.00
101-400-701.801	WAGES - PLANNING	2,000.00	2,000.00	600.00	100.00	1,400.00	30.00
101-400-701.802	WAGES - PLANNING	2,000.00	2,000.00	600.00	100.00	1,300.00	35.00
101-400-701.804	WAGES - PLANNING	2,000.00	2,000.00	600.00	100.00	1,400.00	30.00
101-400-701.805	WAGES - PLANNING	2,000.00	2,000.00	600.00	100.00	1,400.00	30.00
101-400-701.806	WAGES - PLANNING	2,000.00	2,000.00	700.00	0.00	1,300.00	5.00
101-400-701.808	WAGES - PLANNING	2,000.00	2,000.00	700.00	100.00	1,300.00	35.00
101-400-801.000	LEGAL SERVICES	15,000.00	15,000.00	30.00	30.00	14,970.00	0.20
101-400-805.000	CONTRACTED AND OTHER SERVICES	5,000.00	5,000.00	641.50	0.00	4,358.50	12.83
101-400-900.000	PRINTING & PUBLISHING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-400-901.000	ADVERTISING	2,000.00	2,000.00	389.25	175.25	1,610.75	19.46
101-400-960.000	EDUCATION & TRAINING	700.00	700.00	0.00	0.00	700.00	0.00
101-400-965.000	DUES & PUBLICATIONS	600.00	600.00	0.00	0.00	600.00	0.00
Total Dept 400-PLANNING COMMISSION		38,300.00	38,300.00	4,960.75	805.25	33,339.25	12.95

Dept 401-TOWNSHIP PLANNER

101-401-701.900	WAGES - PLANNER	65,934.00	65,934.00	27,871.46	7,607.76	38,062.54	42.27
101-401-701.901	WAGES - ASSISTANT PLANNER	50,315.58	50,315.58	21,266.20	5,805.60	29,049.38	42.27
101-401-726.000	SUPPLIES	1,000.00	1,000.00	175.90	0.00	824.10	17.59
101-401-860.900	MILEAGE - TOWNSHIP PLANNER	150.00	150.00	0.00	0.00	150.00	0.00

PERIOD END 5/31/2014

2014 AMENDED BUDGET

ACTIVITY FOR MONTH 05/31/2014

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 05/31/2014	ACTIVITY FOR MONTH 05/31/2014	AVAILABLE BALANCE	% BDDT USED
Fund 101 - GENERAL OPERATING FUND							
Expenditures							
101-401-860.901	MILEAGE - ASSISTANT 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	0.00	0.00	2,000.00	0.00
101-401-960.000	EDUCATION & TRAINING	4,500.00	4,500.00	398.00	0.00	4,102.00	8.84
101-401-965.000	DUES & PUBLICATIONS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 401-TOWNSHIP PLANNER		125,049.58	125,049.58	49,711.56	13,413.36	75,338.02	39.75
Dept 410-ZONING BOARD OF APPEALS							
101-410-701.001	WAGES - ZONING	1,200.00	1,200.00	100.00	0.00	1,100.00	8.33
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	(100.00)	1,100.00	8.33
101-410-701.004	WAGES - ZONING	1,200.00	1,200.00	100.00	(300.00)	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	2,000.00	2,000.00	247.50	0.00	1,752.50	12.38
101-410-805.000	CONTRACTED AND OTHER SERVICES	500.00	500.00	131.00	0.00	369.00	26.20
101-410-901.000	ADVERTISING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-410-960.000	EDUCATION & TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 410-ZONING BOARD OF APPEALS		11,000.00	11,000.00	878.50	(400.00)	10,121.50	7.99
Dept 412-ZONING ADMINISTRATOR							
101-412-701.601	WAGES	33,862.00	33,862.00	14,247.02	4,059.35	19,614.98	42.07
101-412-701.602	WAGES ZONING	12,480.00	12,480.00	4,739.56	1,583.40	7,740.44	37.98
101-412-726.000	SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-412-860.601	MILEAGE - ZONING ADMIN	200.00	200.00	0.00	0.00	200.00	0.00
101-412-860.602	MILEAGE - DEPT ZONING	200.00	200.00	0.00	0.00	200.00	0.00
101-412-960.000	EDUCATION & TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-412-965.000	DUES & PUBLICATIONS	300.00	300.00	0.00	0.00	300.00	0.00
Total Dept 412-ZONING ADMINISTRATOR		50,042.00	50,042.00	18,986.58	5,642.75	31,055.42	37.94
Dept 448-STREET LIGHTS - TOWNSHIP							
101-448-920.005	STREET LIGHTS TOWNSHIP	92,000.00	92,000.00	39,303.25	6,658.19	52,696.75	42.72
Total Dept 448-STREET LIGHTS - TOWNSHIP		92,000.00	92,000.00	39,303.25	6,658.19	52,696.75	42.72
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	2,500.00	0.00	500.00	83.33
101-747-880.007	COM. PROM. - COMMUNITY AWAREN	10,000.00	10,000.00	11,500.00	3,500.00	(1,500.00)	115.00
101-747-880.009	COM. PROM. - TREE CARE	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
101-747-880.011	COM. PROM. - P.E.G.	80,000.00	80,000.00	44,028.50	0.00	35,971.50	55.04
101-747-880.017	COM. PROM. - TV BOARD	2,000.00	2,000.00	695.00	80.00	1,305.00	34.75
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		120,500.00	120,500.00	73,723.50	3,580.00	46,776.50	61.18
Dept 806-TOWNSHIP VEHICLES							
101-806-862.000	GAS & CAR WASHES	2,000.00	2,000.00	807.46	230.42	1,192.54	40.37
101-806-863.000	OIL CHANGES	300.00	300.00	0.00	0.00	300.00	0.00
101-806-864.000	MISCELLANEOUS	2,000.00	2,000.00	13.00	0.00	1,987.00	0.65

PERIOD END 5/31/2014

2014 AMENDED BUDGET 2014 ORIGINAL BUDGET YTD BALANCE 05/31/2014 ACTIVITY FOR MONTH 05/31/2014 AVAILABLE BALANCE % BDGT USED

Fund 101 - GENERAL OPERATING FUND Expenditures

Total Dept 806-TOWNSHIP VEHICLES	4,300.00	4,300.00	820.46	230.42	3,479.54	19.08
Dept 851-EMPLOYEE BENEFITS & INSURANCES						
101-851-701.000 WAGES	30,000.00	30,000.00	11,448.80	2,289.76	18,551.20	38.16
101-851-873.001 PENSIONS	100,000.00	100,000.00	70,072.98	0.00	29,927.02	70.07
101-851-873.002 RETIREMENT BENEFITS	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
101-851-873.010 SOCIAL SECURITY - EMPLOYER	80,000.00	80,000.00	28,772.57	7,629.66	51,227.43	35.97
101-851-873.020 VACATION & SICK PAY	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
101-851-873.030 INSURANCE - EMPLOYEE HEALTH	200,000.00	200,000.00	67,526.41	12,130.25	132,473.59	33.76
101-851-873.040 INSURANCE - EMPLOYEE LIFE	10,000.00	10,000.00	4,439.90	972.70	5,560.10	44.40
101-851-912.001 INSURANCE - LIABILITY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
101-851-912.002 INSURANCE - WORKMENS COMP.	5,000.00	5,000.00	252.00	0.00	4,748.00	5.04

Total Dept 851-EMPLOYEE BENEFITS & INSURANCES	462,500.00	462,500.00	182,512.66	23,022.37	279,987.34	39.46
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Dept 900-CAPITAL OUTLAY

101-900-970.002 CAPITAL OUTLAY - TOWNSHIP HAL	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
101-900-970.004 CAPITAL OUTLAY - VEHICLES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 900-CAPITAL OUTLAY	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00

TOTAL Expenditures	3,036,159.33	3,036,159.33	1,264,552.87	155,247.88	1,771,606.46	41.65
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Fund 101: TOTAL EXPENDITURES	3,036,159.33	3,036,159.33	1,264,552.87	155,247.88	1,771,606.46	41.65
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**CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN**

RESOLUTION # 2014-11-T

**RESOLUTION DESIGNATING THE GRAND TRAVERSE COUNTY DEPARTMENT OF
PUBLIC WORKS AS THE BILLING AGENCY FOR PREDETERMINED PAYMENT PLANS
FOR BENEFIT CHARGES WITHIN THE TOWNSHIP**

WHEREAS, the Charter Township of Garfield has capacity ownership in the Regional Wastewater Plant sufficient to process additional wastewater; and

WHEREAS, the Township wishes to encourage residents to use the sewer system to reduce the flow of contaminants into the groundwater; and

WHEREAS, the cost of the lateral fees and benefit fees are a burden for homeowners transitioning from septic tank to sanitary sewers; and

WHEREAS, Ordinance 13, Sewage Disposal Operation and Maintenance, Section 4, Rates to be charged for services furnished by the System, authorizes the Township Board to predetermine a payment plan but does not designate to whom that payment will be made.

Benefit and Riser Charges

- (a) Prior to the time specified in subsection (b) hereof, there shall be paid on behalf of each single-family residential premises using, directly or indirectly, any of the sewer lines comprising the System, in cash, at the time of application for the tap permit the following charges for the purchase of the privilege of using the facilities and receiving the service of the System:

plus such sums as will compensate for the cost of making and inspecting the tap; provided, however, that such purchase represented by either or both charges for other than new construction, the Township Board may pre-determine a payment plan for the benefit charge, with equal quarterly installments. Any charges being paid on an installment basis may be paid in full, at any time, with interest paid to the due date of the next installment.

NOW, THEREFORE, BE IT RESOLVED that the Garfield Township Board designates that, as an option, the quarterly installments based on the Township's established time and interest policy be added to the user's Department of Public Works bill.

Moved:

Supported:

Ayes:

Nays:

Absent and Excused:

RESOLUTION 2014-11-T DECLARED ADOPTED.

By:


Kay Schumacher, Clerk
Charter Township of Garfield

CERTIFICATE

I, Kay Schumacher, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of Resolution 2014-11-T which was adopted by the Township Board of the Charter Township of Garfield on the 24th day of June, 2014.

Dated: _____

Kay Schumacher, Clerk
Charter Township of Garfield

 Charter Township of Garfield		General:	<input checked="" type="checkbox"/>
		Budget Related:	<input type="checkbox"/>
		In Camera:	<input type="checkbox"/>
Department:	Planning	Report No.	PD 2014-43
Prepared:	June 19, 2014	Pages:	Page 1 of 2
Meeting:	June 24, 2014 Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	YMCA lease agreement for Boardman River property		

BACKGROUND:

As the Board is likely aware, the current YMCA operates out of a building on Racquet Club Drive, off of South Airport Road. The Y historically owned this property, but in 2004 it and surrounding property on the river was sold to the Township as part of a Trust Fund Grant. At the time, the Township and the Y entered into a lease agreement to allow the YMCA to continue to use the building for 10 more years, with an option to extend for another 5 years. However, the extension option required a one-year notice prior to the August 2014 lease expiration, which option was not exercised by August 2013.

At this time, the YMCA is asking the Board to amend the existing lease agreement to allow the use of the building for an additional 5 years. The YMCA does not yet wish to vacate the premises until final phase of the new Y on Silver Lake Road is complete because the new facility does not yet include basketball courts, and the current facility does.

Having reviewed the lease with the Township attorney, some curious conditions of the lease have been noted (see **highlights** on attached lease agreement). First, a condition that the YMCA retained *exclusive right* to use the facility is unlawful, as we cannot grant a single entity exclusive use of a facility purchased with public dollars. It is recommended that this language be removed.

Secondly, the lease agreement states that upon expiration of the agreement, the Township will pay to remove the current building, and in its place construct a pavilion and restroom capable of accommodating 200 persons. According to the YMCA, this provision was to give the YMCA a facility out of which to operate the summer day camps which have long occurred on the property. While constructing a pavilion and restroom on the site is a good idea and we can likely secure grant funding to do so, this appears to be an inappropriate requirement of a lease agreement. It is recommended that this language be removed.

Finally, while we understand the YMCA's need for basketball courts, the Township's park system is also rapidly changing, particularly so for the Boardman Valley Nature Preserve (BVNP). This should be noted when considering the length of the lease agreement. To be sympathetic to the YMCA, but to reach a balance with coming changes to the BVNP, it is recommended that the Board offer the YMCA an additional three (3) years of occupancy, with two (2) additional one (1) year extensions, such extensions subject to approval of the Board of Trustees.

We expect the YMCA's representatives to be present at the Township Board meeting. They can explain the situation in greater detail if necessary.

ACTION REQUESTED:

Township legal counsel and Staff have prepared the attached amendment to the lease agreement to reflect the above recommendations. If the amendment appears appropriate to the Board, a motion to authorize the Supervisor to sign the agreement is requested.

Any conditions could be added if necessary, including changes in the terms of the lease as it is still a draft document.

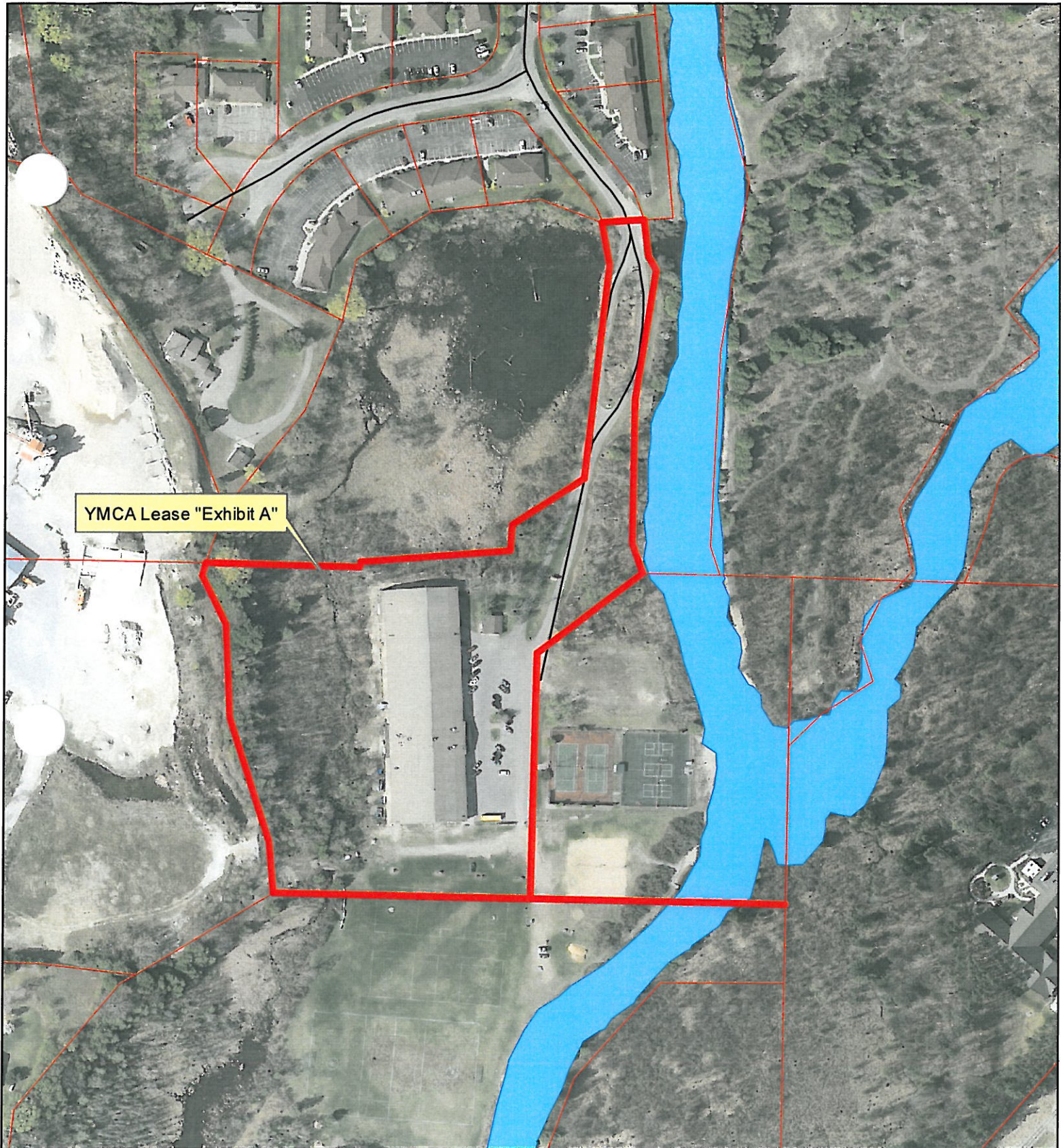
Attachments:

Draft Lease Amendment

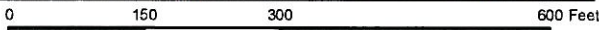
Original 2004 Lease Agreement

Copy:

Park Commission



YMCA Lease "Exhibit A"



Parcel Map

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

Garfield Charter Township
 3848 Veterans Drive
 Traverse City, MI 49684
 Phone: 231.941.1620
 Fax: 231.941.1688
www.garfield-twp.com



NOT A LEGAL SURVEY

Garfield Township Planning Dept: 4/7/2014

AMENDMENT OF LEASE AGREEMENT

THIS AMENDMENT OF LEASE AGREEMENT is entered into on the ____ day of June, 2014, between **The Charter Township of Garfield**, whose address is 3848 Veterans Drive, Traverse City, Michigan 49684 (hereinafter referred to as "Landlord") and **The Grand Traverse Bay YMCA, Inc.**, a Michigan corporation, whose address is 3000 Racquet Club Drive, Traverse City, Michigan 49684 (hereinafter referred to as "Tenant");

WITNESSETH:

WHEREAS, the Landlord and Tenant have entered into a Lease Agreement dated August 27, 2004, for the property described in Exhibit A which is attached hereto and incorporated here by reference; and

WHEREAS, that Lease Agreement is terminating on August 27, 2014; and

WHEREAS, the parties wish to amend that Lease Agreement to eliminate any obligation on the part of the Landlord upon termination of the Lease to build a pavilion and bathroom facilities, and to eliminate the Landlord's grant of an exclusive license to the Tenant to use the premises, and to extend the lease for an additional three (3) years with two (2) additional (1) year lease extension options;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of the August 27, 2004, Lease Agreement is hereby amended to read in its entirety as follows:

Leased Premises. Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease and demise unto the Tenant the following described premises situated in the Township of Garfield, County of Grand Traverse, and State of Michigan, to-wit:

See Exhibit A, attached hereto and made a part hereof (hereinafter "Premises").

On or before the one (1) year anniversary of this Lease Agreement, Landlord agrees to build and maintain, at its sole cost and expense, a drainable paved surface for parking driveway access on and to the premises. Said new parking and driveways will be located on the site of the present parking and driveway facilities.

2. Paragraph 2 of the August 27, 2004, Lease Agreement is hereby amended to read in its entirety as follows:

Term. The term of this Lease shall be for a period of thirteen (13) years commencing on the 27th day of August, 2004, and terminating August 27, 2014; provided, however, that Tenant may terminate this Lease early with one (1) year prior written notice to Landlord.

3. Paragraph 3 of the August 27, 2004, Lease Agreement is hereby amended to read in its entirety as follows:

Options to Extend. Upon mutual consent of the Tenant and Landlord this Lease may be extended for two (2) additional one (1) year periods under the same terms and conditions by the Tenant giving written notice of his intention to request said extend by ordinary mail to the Landlord herein at least one (1) year prior to the termination of each rental term.

Tenant shall have no further right to request to extend the term of the lease. Landlord shall not be obligated to extend the term of the Lease.

4. The remainder of the August 27, 2004, Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have executed this Lease and affixed its seals the day and year first above written.

LANDLORD:
THE CHARTER TOWNSHIP OF GARFIELD

By: Chuck Korn
Its: Township Supervisor

TENANT:
THE GRAND TRAVERSE BAY YMCA, INC., a
Michigan corporation

By:
Its: President

By: Tom Van Deirse
Its: Chief Executive Officer

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WITNESSETH:

WHEREAS, the Landlord and Tenant have entered into a Lease Agreement dated August 27, 2004, for the property described in Exhibit A which is attached hereto and incorporated here by reference; and

WHEREAS, that Lease Agreement is terminating on August 27, 2014; and

WHEREAS, the parties wish to amend that Lease Agreement to eliminate any obligation on the part of the Landlord upon termination of the Lease to build a pavilion and bathroom facilities, and to eliminate the Landlord's grant of an exclusive license to the Tenant to use the premises, and to extend the lease for an additional three (3) years with two (2) additional (1) year lease extension options;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of the August 27, 2004, Lease Agreement is hereby amended to read in its entirety as follows:

Leased Premises. Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease and demise unto the Tenant the following described premises situated in the Township of Garfield, County of Grand Traverse, and State of Michigan, to-wit:

See Exhibit A, attached hereto and made a part hereof (hereinafter "Premises").

On or before the one (1) year anniversary of this Lease Agreement, Landlord agrees to build and maintain, at its sole cost and expense, a drainable paved surface for parking driveway access on and to the premises. Said new parking and driveways will be located on the site of the present parking and driveway facilities.

2. Paragraph 2 of the August 27, 2004, Lease Agreement is hereby amended to read in its entirety as follows:

Term. The term of this Lease shall be for a period of thirteen (13) years commencing on the 27th day of August, 2004, and terminating August 27, 2014: provided, however, that Tenant may terminate this Lease early with one (1) year prior written notice to Landlord.

3. Paragraph 3 of the August 27, 2004, Lease Agreement is hereby amended to read in its entirety as follows:

Options to Extend. Upon mutual consent of the Tenant and Landlord this Lease may be extended for two (2) additional one (1) year periods under the same terms and conditions by the Tenant giving written notice of his intention to request said extension by ordinary mail to the Landlord herein at least one (1) year prior to the termination of each rental term.

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IN WITNESS WHEREOF, the parties hereunto have executed this Lease and affixed its seals the day and year first above written.

LANDLORD:
THE CHARTER TOWNSHIP OF GARFIELD

By: Chuck Korn
Its: Township Supervisor

TENANT:
THE GRAND TRAVERSE BAY YMCA, INC., a
Michigan corporation

By:
Its: President

By: Tom Van Deirse
Its: Chief Executive Officer

LEASE AGREEMENT

THIS LEASE, entered into this 27th day of August, 2004, between THE CHARTER TOWNSHIP OF GARFIELD, of 3848 Veterans Drive, Traverse City, Michigan 49684 (hereinafter referred to as "Landlord") and THE GRAND TRAVERSE BAY YMCA, INC., a Michigan corporation, of 3000 Racquet Club Drive, Traverse City, Michigan 49684 (hereinafter referred to as "Tenant");

W I T N E S E T H:

1. **Leased Premises.** Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease and demise unto the Tenant the following described premises situated in the Township of Garfield, County of Grand Traverse, and State of Michigan, to-wit:

See Exhibit A, attached hereto and made a part hereof (hereinafter "Premises").

On or before the one (1) year anniversary of this Lease Agreement, Landlord agrees to build and maintain, at its sole cost and expense, a drainable paved surface for parking driveway access on and to the premises. Said new parking and driveways will be located on the site of the present parking and driveway facilities.

Upon termination of this Lease Agreement, Landlord shall remove, at its sole cost, the building and other structures on the Premises. Contemporaneously therewith, Landlord shall build a pavilion and bathroom facilities on the Premises of a size and nature to serve at least two hundred (200) people. During the term of this Lease and thereafter, Landlord hereby grants to Tenant an exclusive license to use the Premises for organized camps and other programs as offered by Tenant from time to time. This License shall only be terminated with the written consent of the Tenant.

2. **Term.** The term of this Lease shall be for a period of ten (10) years commencing on the 27th day of August, 2004, and terminating August 27, 2014; provided, however, that Tenant may terminate this Lease early with one (1) year prior written notice to Landlord.

3. **Options to Renew.** Tenant shall have the right and option to renew this Lease for an additional five (5) years under the same terms and conditions and which options may be exercised by the Tenant giving written notice of his intention to exercise said option by ordinary mail to the Landlord herein at least one (1) year prior to the termination of each rental term.

4. **Rent.** Tenant shall pay Landlord as rent for the leased premises during the term of this Lease sums set forth in Sections 8, 9, 10 and 11 of this Lease Agreement. Landlord shall notify Tenant in writing of the amount of rent due along with adequate supporting documents as to the components of the rent. Tenant shall pay said rental amount to Landlord within fifteen (15) days of receipt of its notice from Landlord.

All payments of rent shall be made by Tenant at 3848 Veterans Drive,, Traverse City, Michigan, 49684, or at such other place as Landlord shall designate from time to time in writing. Any installment of rent due or accruing hereunder in any other sum, whether termed rent or otherwise, and payable hereunder by Tenant to Landlord, not paid when due, shall bear interest at ten percent (10%) per annum, from the date when the same is due hereunder until the same shall be paid. It is the purpose and intent of Landlord and Tenant that the rent shall be absolutely net to Landlord so that this Lease shall yield to Landlord the net rental specified above.

5. **Use of Premises.** During the continuation of this Lease, the leased Premises shall be occupied for use as recreational facility, and incidental purposes and for no other purposes without the written consent of the Landlord, which consent shall not be unreasonably withheld.

6. **Acceptance of Premises.** Except as Landlord and Tenant may otherwise agree in writing at such time, the taking of possession by Tenant shall be conclusive evidence that, at such time, the Premises were in satisfactory or acceptable condition, and that Landlord up to such time had performed all of its obligations hereunder except those placed in writing and signed by the parties at the time. Landlord has made no representations as to the condition of the Premises except as herein provided, and Landlord shall not be liable for any latent or patent defects therein.

7. **Improvements and Alterations.** Tenant may make alterations to the interior of the Premises at its own expense, provided that no structural damage results. All such alterations, additions and improvements shall become the property of the Landlord and remain upon and be surrendered with the leased Premises; provided, however, that Landlord may require Tenant to remove any additions made by Tenant to the Premises and to repair any damage caused by such removal. If Tenant has not removed its property and equipment within the lease term, Landlord may elect to retain the same as abandoned property.

8. **Maintenance and Repair.** Tenant agrees to maintain the property.

9. **Utilities.** Tenant shall pay all charges for water, heat, gas, electricity, telephone and all other utilities used on the Premises during the term of this Lease. Tenant shall pay when due and be responsible for all garbage, refuse and snow removal and outside maintenance including care of the grounds.

10. **Taxes and Assessments.** Tenant agrees to pay any and all real estate taxes and assessments during the term of this Lease.

11. **Insurance.**

a. **General Liability Insurance.** At all times from and after the commencement of the term of this Lease, Tenant agrees that, at its own cost and expense, it will procure and continue in full force, general liability insurance including coverage for contractual liability, personal injury and bodily injury in which Landlord shall be named as an additional insured covering any and all claims for injuries to persons occurring in, upon or about the leased Premises, such insurance at all times to be in an amount of not less than One Million Dollars

(\$1,000,000.00) for injury or death to one person or more than one person, and One Million Dollars (\$1,000,000.00) for "broad-form" property damage. Such insurance shall be written with a company or companies acceptable to Landlord and which are authorized to engage in the business of general liability insurance in the State of Michigan. Tenant shall deliver to Landlord customary insurance certificates evidencing that such insurance is in effect at all times during the term of this Lease. In the event Tenant fails to furnish such policies, Landlord may obtain such insurance, and the premiums upon such insurance shall be paid by Tenant to Landlord upon demand.

b. **Casualty Insurance.** Landlord agrees that, at all times from and after the commencement of the term of this Lease, it will keep all of the improvements in or about the leased Premises insured, at its own expense, against loss, damage or destruction by fire and all other casualties covered by Extended Coverage Insurance with all risk endorsements in an amount not less than the actual replacement cost of said improvements, with the financially responsible insurance company or companies approved by Landlord and which are authorized to insure in the State of Michigan, and shall furnish to Landlord customary insurance certifications evidencing said insurance is in effect at all times during the term of this Lease. Both Landlord and Tenant shall be named as insured parties under said policies in accordance with their interests as they may appear. Tenant agrees to reimburse Landlord for its actual costs (without markup) for said insurance.

12. **Mutual Release.** Landlord hereby releases and discharges Tenant and its contractors, invitees, agents and employees of and from all liability to Landlord and to anyone claiming by, through or under Landlord by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other insured casualty, however caused. Tenant hereby releases and discharges Landlord, and any other persons firms and corporations, having any interest in the leased Premises, their contractors, invitees, agents and employees of and from all liability to Tenant and to anyone claiming by, through or under Tenant by subrogation or otherwise on account of any loss or damages to the fixtures, equipment, machinery, furnishings and other property of Tenant or any loss or damage resulting from the interruption of Tenant's business caused by or arising out of any fire or other insurable casualty, however caused.

13. **Waiver of Subrogation.** The parties hereto agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein"; and each party hereto hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when it is either permitted or by the use of such good faith efforts could have been so permitted by the applicable policy of insurance.

14. **Tenant's Personal Property and Taxes.** All personal property of Tenant kept on the Premises shall be at Tenant's sole risk, and Tenant hereby waives all right of recovery which it might

otherwise have against Landlord for any loss, theft, or damage to Tenant's personal property. Tenant shall pay promptly when due all personal property taxes levied on personal property owned by Tenant.

15. **Trade Fixtures.** It is agreed that any and all trade fixtures and equipment brought onto the demised Premises by the Tenant may be removed by it at its expense at the expiration of the term of this Lease.

16. **Laws and Regulations.** Tenant shall, at its own cost and expense, comply with all of the requirements of all laws and regulations, municipal, state and federal, including Title III of the Americans With Disabilities Act of 1990, now in force, or which may hereafter be in force, pertaining to the Premises, and the use and occupancy thereof.

17. **Destruction Fire or Other Cause.** If the Premises shall be rendered untenable by fire or other casualty, then Landlord shall make the Premises tenantable as speedily as possible; provided, however, in the event that the Premises cannot be made tenantable within one hundred twenty (120) days, then either Landlord or Tenant may terminate this Lease by notification to the other of such termination within ten (10) days after Landlord shall have notified Tenant of the time required to make them tenantable. Landlord shall, in its sole judgment, reasonably exercised, determine the length of time required to make the Premises tenantable, and shall notify Tenant of such determination within twenty (20) days after the occurrence of the fire or other casualty.

In the event that the Premises shall be so damaged by fire or other casualty that demolition or substantial reconstruction is required, then Landlord may terminate this Lease by notifying the Tenant of such termination within thirty (30) days after the date of such damage.

18. **Eminent Domain.** In the event that the Premises be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease shall terminate as of the date of actual taking. In the event that any part of the Premises be so condemned or taken, Landlord shall have the right to terminate this Lease as of the date of actual taking by giving Tenant written notice of such termination; but should Landlord not so terminate this Lease, this Lease shall cease as to the part taken and the rent adjusted so that Tenant shall pay a pro rata portion of the rent determined by the amount of space (and rate therefor) remaining after the taking. Landlord shall be entitled to receive the entire award from any such condemnation or taking of the Premises or any part thereof, without deduction therefrom for any estate or interest granted to Tenant by this Lease, provided, that nothing herein contained shall be deemed to prevent Tenant from claiming compensation for relocation costs or loss for interruption of business in the event an award with respect thereto is provided for by law or is fixed in the proceeding in which such taking shall occur.

19. **Default and Termination.** If Tenant shall fail to make payment of rent when due, or if Tenant shall fail to comply with any details, provisions or covenants of this Lease and shall not cure such failure within thirty (30) days after written notice thereof, or if Tenant shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors, then in any such event, Landlord may terminate this Lease at any time thereafter by giving written notice of such termination to Tenant. Upon termination of this Lease, Landlord may without further notice reenter the Premises, dispossess Tenant or any occupant of the Premises, and remove its effects and

hold the Premises as if this Lease had not been made. Landlord shall be entitled to any other remedies that may be provided by law.

20. **Surrender of Premises.** Upon the expiration or the termination of the term of this Lease, Tenant shall quit and surrender the Premises to Landlord in as good order and condition as when received, ordinary wear and damage by the elements excepted; and Tenant shall remove all of its property and shall repair any damage to the Premises caused by such removal. Any personal property of Tenant or of anyone claiming under Tenant which shall remain on the Premises after the expiration or termination of the lease term, shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be responsible for the same.

21. **Care of Premises.** Tenant shall at all times keep the Premises in a clean and orderly condition and shall keep the Premises free of all waste material, debris, boxes and other rubbish.

22. **Holding Over.** Notwithstanding any provisions of law or any judicial decisions to the contrary, no notice shall be required from either party to terminate this Lease on the expiration date herein specified, and anything therein contained and implied to the contrary notwithstanding, a holding over by the Tenant, its successors or assigns, beyond the expiration of said term, shall give rise to a tenancy from month to month.

23. **Notices.** All notices, bills or statements required hereunder shall be in writing, and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord at 3848 Veterans Drive., Traverse City, Michigan 49684 and to Tenant at the Premises. Either party may change the address for notices, bills or statements by giving notice of such changes as hereinabove set out.

24. **No Waiver.** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provisions of this Lease shall be deemed to have been waived unless such waiver be in writing.

25. **Successors and Assigns.** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and, except as otherwise provided by this Lease, their assigns.

26. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Premises leased hereby.

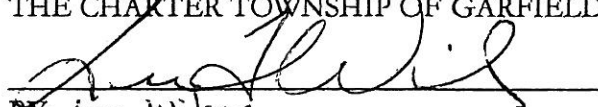
27. **Entire Agreement.** This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. **General Provision.** The pronouns and relative words herein used are written in the neuter only. If more than one join in the execution hereof as Landlord or Tenant, or either be of the masculine or feminine sex or a corporation, such words shall be read as if written in plural, masculine, feminine or corporate, respectively.

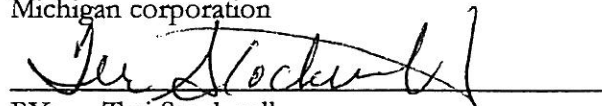
IN WITNESS WHEREOF, the parties hereunto have executed this Lease and affixed its seals the day and year first above written.

LANDLORD:
THE CHARTER TOWNSHIP OF GARFIELD


BY: Lee Wilson
ITS: Township Supervisor

TENANT:

THE GRAND TRAVERSE BAY YMCA, INC., a
Michigan corporation


BY: Teri Stockwell
ITS: President

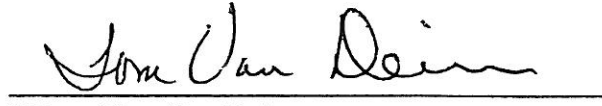

BY: Tom Van Deinse
ITS: Chief Executive Officer

EXHIBIT "A"

EXHIBIT "A": Legal Description of the Real Estate