

**CHARTER TOWNSHIP OF GARFIELD
TOWNSHIP BOARD SPECIAL SESSION**

Tuesday, July 30, 2024 at 5:00 pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

AGENDA

ORDER OF BUSINESS

Call meeting to order

Roll call of Board Members

1. **Business to come before the Board**
 - a. Consideration of approving the additional cost of \$24,000 for the pre-casted concrete restroom building at River East Recreation Area
 - b. Consideration of approving an occupancy permit for BATA
2. **Public Comment**
3. **Adjournment**

Lanie McManus, Clerk

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

BACKGROUND

The pre-casted concrete restroom building for River East Recreation Area had to be altered to accommodate urinals in each uni-sex restroom. With that addition there is a price increase. The price increase is still within the approved budget and it does increase the space inside. The Town Board already approved the initial pre-casted restrooms, but due to the increase in price, the Town Board should review, discuss and make a decision on the whether or not to approve the new structure.

STAFF COMMENT:

GFA has assisted township staff in presenting this pre-casted restroom from NCI (Norwalk Concrete Industries). The prior approved restroom was \$101,075.00. The newly presented pre-casted restroom with the addition of urinals is \$125,075.00.

ACTION REQUESTED:

After discussion with the Township Board, it is suggested to approve the additional cost for the Easi-Set pre-casted restroom building from NCI.

MOTION TO approve the Easi-Set pre-casted restroom building from NCI for \$125,075.00.

ATTACHMENTS:

- 1) Two estimates from NCI for the pre-casted concrete restrooms (old & new).



Norwalk Concrete Industries

80 Commerce Drive
Norwalk, Ohio 44857
419.668.8167
www.nciprecast.com

DATE 7/10/2024
BID DATE 2/21/2024
JOB NAME River East Phase 3 - Precast Concrete Restroom with Sandwich Panel Design
LOCATION Garfield, MI
COUNTY Traverse

Table header with columns: QTY., REF. #, DESCRIPTION, UNIT PRICE

1 12'-0" wide x 24'-0" long x 7.5'-0" eve height Easi-Set Precast Building \$125,075.00

Scope of Work

- 5" Gable Steel Reinforced, Post Tensioned, Precast Roof
• 6" Thick Steel Reinforced, Post Tensioned, Precast Floor, Foundation By Others
• 4" Steel Reinforced, Precast Walls
• INSULATION PACKAGE: Interior walls to have 3" rigid foam insulation, 1/2" plywood, and WHITE FRP panels. Heater to be mounted in mechanical chase.
• Painted Steel Welded brackets, caulk, and grout to assemble and seal building
• MI P.E. Stamped Drawings and Calculations
• Exterior Walls are UL 752 Level 4 "test method" rated bullet resistance
• Concrete mix design is 5,000 psi @ 28 days
• Miscellaneous openings in walls
• Wind Load: 130 mph
• Floor Load: 250 psf
• Roof Load Capacity: 60 psf
• Fire Restisance: Standard 1 hour fire rating
• Electrical Package: One 100 AMP single phase panel with 8 breakers, two exhaust fans, two motion sensors, two remote hand dryers, one light switch (chase), two 4' LED lights interior, one chase light, two exterior lights with photo cell, wire, conduit, labor
• Four glass block windows
• Plumbing Package: Two SS toilets with auto flush, two SS urinals, two SS lavatories, two SS mirrors, two SS 3 roll toilet paper holders, two SS coat hooks, six ADA grab bars, two restroom signs, one hot water heater, labor
• Three 3'-0" x 6'-8" x 1 3/4" 18 gauge steel door, 16 gauge frame, closer, drip edge, hardware, lockset, extruded aluminum threshold, and color to match owners selection. Per NCI Standard Door Package.

(NEW)

CONTINUED ON PAGE 2

QTY.	REF. #	DESCRIPTION	UNIT PRICE
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CONTINUED FROM PAGE 1

- Interior and ceiling painted
- Interior floor non slip
- Interior and exterior walls anti graffiti coating
- Roof has 3" overhang and 1/2" drip edge. Cedar Shake design, stained one color.
- Exterior finish to be choice of brick, split block, exposed aggregate, board and batton, lapsiding, or broom; stained one color.
- Freight to Garfield, MI.
- Truck must be able to set up next to foundation with NO overhead obstructions. Truck must have clear access to job site. NCI to supply rigging that must be returned with delivery truck. Labor to offload and set.
- 1 year warranty on precast concrete, 1 year on all other items
- Approximate Building Weight 81609 lbs.

ADDER: 120 Ton Crane and operator for 8 hours. Crane must have clear access to foundation of building without overhead obstructions. Max radius of 30 ft. If site conditions require larger crane, by others.

\$7500/ea.

PRICE EXCLUDES:

- ▶ Site work of any kind
- ▶ Any sales taxes or local building permits
- ▶ Comm Check and Flood Vent Design
- ▶ Stable foundation to support weight of building.
- ▶ Crane and Operator (see ADDER)
- ▶ All other items not detailed in this quote.

Building is manufactured to current version of International Building Code, local code requirments are specifically excluded. All required permits and inspections are the responsibility of others.

All products made in the US.

Building will be ready to deliver Spring/Summer 2025 based on backlog at time of quotation. Project timeline will be clarified and agreed upon once PO is issued. This quote shall be good for 30 days.

CONTINUED ON PAGE 3

QTY.	REF. #	DESCRIPTION	UNIT PRICE
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CONTINUED FROM PAGE 2

EXCESSIVE DETAINMENT CHARGE

SITE MUST BE READY UPON ARRIVAL. IF WE ARE DELAYED FOR ANY REASON, INCLUDING INCLEMENT WEATHER, A FEE OF \$250.00/HOUR + CRANE FEES WILL BE CHARGED FOR WAITING TIME.

TERMS. 10% due appon award. 10% due once shops drawings are approved. 10% to begin production. 20% when completed at out facility. Net upon completion of building (50%). Additional invoice of 20% will apply if NCI is to procure 3rd party manufactured components to be installed by NCI (HVAC, water heaters, electrical equipment, etc.) No retention shall be withheld from payment to Seller. No claims for customer back charges will be accepted unless Seller is given immediate notice, in writing, and an opportunity to investigate.

NORWALK CONCRETE INDUSTRIES

Accepted by Customer:

Name: Dalton Vaughan

Customer: _____

E-mail: dvaughan@nciprecast.com

Name: _____

Position: Sales

Position: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

NCI STANDARD TERMS & CONDITIONS:

1. **AGREEMENT AND ACCEPTANCE.** The Quotation is valid for 30 days from the date above. The total Quotation Price is specifically based on (a) the scope of Work quoted, and (b) the fair market price of materials, equipment, and supplies ("Material") required for the Work as of the date of this Quotation. NCI reserves the right to make a good-faith adjustment to the Price if (i) the quantities or sizes differ or (ii) the fair market price of such Material increases more than 5%, or otherwise as set forth below. Upon Customer's acceptance, this Quotation, including these Terms & Conditions and any specific design and/or specifications referenced herein, will constitute NCI's entire contract with Customer for the Project ("Contract"). Either Customer's signature below, or any written/electronic notification to NCI of acceptance, or NCI's commencement of Work after the date of the Quotation, will constitute Customer's acceptance of the Quotation.
2. **SCOPE AND CHANGES.** In exchange for payment of the Quotation Price (or "the Contract Price"), NCI will perform the Work as outlined in this Quotation in accordance with customer approved NCI shop drawings, equipment submittals, and/or NCI standard designs. Any changes to the Work set forth above or the Customer's Project design, plans or specifications approved by NCI hereafter must be requested by means of a written and signed change order detailing the changed Work and properly adjusting the Contract Price (and time for completion of the Work, if necessary). No change will be effective until accepted in writing by NCI. Coatings and sealants, unless specifically called for above, are not included.
3. **PAYMENT.** NCI will submit invoices to Customer on a periodic basis and/or based on the Work performed and/or deposits required. Customer agrees to pay all invoices within 30 days of receipt, with no retainage withheld. Customer agrees that payments will not under any circumstances be conditioned on the happening of any other events, including without limitation, any third-party funding or payment to Customer by any third party relating to NCI's Work. Any amounts not paid when due shall be subject to interest at 1.5% of the delinquent balance per month, which Customer agrees is a reasonable rate of interest. Customer also agrees to be responsible for all of NCI's costs related to the collection of unpaid balances due to NCI under this Contract, including NCI's reasonable attorney's fees, court costs, and any other expenses.
4. **COMPLETION, IMPACTS, AND ADJUSTMENTS.** NCI agrees that it will timely commence Work per the Quotation mutually agreed upon schedule, and proceed with reasonable diligence, and that the Work shall be timely performed and completed as specified and in a professional manner, subject to (a) Customer's complete and timely performance, (b) and any modification of the Work scope and/or design. NCI shall not be responsible for delay or impact to the performance or completion of the Work caused by the acts or omissions of Customer or any third parties outside of NCI's control, or by adverse weather conditions, acts of God, pandemic or epidemic, acts of any governmental entity, damage by fire or other casualty, or by unavailability or price increases of materials, strike, walkout, labor shortage or unforeseen cost of labor increases, or other events or conditions over which NCI has no control. In any such event, the time for completion of NCI's Work (if any) shall be extended for a reasonable period of time lost by delays and the Price shall be equitably adjusted to account for delays, impacts and/or additional work, services, supervision, resources, and/or fees needed. Customer shall not assert any back charges against NCI invoices, and such claims will be deemed waived, unless Customer (i) gives written notice to NCI within 24 hours from the moment Customer observed or should have observed the claimed problem(s), and (ii) provides NCI an opportunity to investigate and cure.
5. **INDEMNIFICATION.** Customer shall indemnify and hold NCI harmless from all claims, demands, liabilities, losses, delays, impacts, associated costs and losses, and expenses (including legal fees) arising out of or relating to this Contract, the Project, or the Work, which are not solely the result of NCI's negligence or willful misconduct, or those of its subcontractor(s) or supplier(s). Customer further agrees that in the event of failure of any parts, components, or materials supplied or installed wholly by others, Customer will seek relief only from said third parties and not NCI and agrees to indemnify and hold NCI harmless from any claims, costs, and/or expenses (including legal fees) relating to such claims.
6. **LIMITED WARRANTY.** The Work shall be performed in a good and workmanlike manner, according to the prevailing industry standards, but in any event in compliance with any plans and specifications referenced above (if any). Any claim by Customer that the Work was not so performed shall be served on NCI within 1 year from NCI's completion of Work (or last day of Work, whichever is earlier). Except as provided herein, NCI disclaims all express and implied warranties.
7. **LIMITATION OF LIABILITY.** Customer agrees that NCI's total liability arising out of or relating to this Contract, the Project, and/or the Work shall be limited to the Contract Price herein, and NCI shall not be liable for any indirect, special, or consequential damages claimed by Customer to result from an alleged breach by, or acts or omissions of, NCI.
8. **INSURANCE.** NCI shall carry the appropriate insurance coverages and endorsements of liability, workers' compensation, and other insurance, determined in its sole discretion. Customer shall maintain its own insurance coverages appropriate for the Project at the appropriate limits given the Project's size and scope, shall include NCI as an additional insured under such liability polic(ies), and shall provide NCI with a copy of its certificate of insurance upon request.
9. **FUTURE ORDERS.** Customer agrees that these Terms & Conditions shall apply to any and all future orders and/or projects performed by NCI for Customer unless the parties execute a separate written agreement for such projects or engagements.

80 Commerce Drive
 Norwalk, Ohio 44857
 419.668.8167
 www.nciprecast.com

DATE 3/4/2024
 BID DATE 2/21/2024
 JOB NAME River East Phase 3 -
 Precast Concrete
 Restroom
 LOCATION Garfield, MI
 COUNTY Traverse

QTY.	REF. #	DESCRIPTION	UNIT PRICE
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1		12'-0" wide x 18'-0" long x 7.5'-0" eve height Easi-Set Precast Building	\$101,075.00
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- 6" Thick Steel Reinforced, Post Tensioned, Precast Floor, Foundation By Others
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- Painted Steel Welded brackets, caulk, and grout to assemble and seal building
- MI P.E. Stamped Drawings and Calculations
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- Floor Load: 250 psf
- Roof Load Capacity: 60 psf
- Fire Restisance: Standard 1 hour fire rating
- Electrical Package: One 100 AMP single phase panel with 8 breakers, two exhaust fans, two motion sensors, two remote hand dryers, one light switch (chase), two 4' LED lights interior, one chase light, two exterior lights with photo cell, wire, conduit, labor
- Four glass block windows
- Plumbing Package: Two SS toilets with auto flush, two SS urinals, two SS lavatories, two SS mirrors, two SS 3 roll toilet paper holders, two SS coat hooks, six ADA grab bars, two restroom signs, one hot water heater, labor
- Three 3'-0" x 6'-8" x 1 3/4" 18 gauge steel door, 16 gauge frame, closer, drip edge, hardware, lockset, extruded aluminum threshold, and color to match owners selection. Per NCI Standard Door Package.
- Interior and ceiling painted
- Interior floor non slip
- Interior and exterior walls anti graffiti coating

(OLD)

CONTINUED ON PAGE 2

QTY.	REF. #	DESCRIPTION	UNIT PRICE
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- Roof has 3" overhang and 1/2" drip edge. Cedar Shake design, stained one color.
 - Exterior finish to be choice of brick, split block, exposed aggregate, board and batton, lapsiding, or broom; stained one color.
 - Freight to Garfield, MI.
 - Truck must be able to set up next to foundation with NO overhead obstructions. Truck must have clear access to job site. NCI to supply rigging that must be returned with delivery truck. Labor to offload and set.
 - 1 year warranty on precast concrete, 1 year on all other items
 - Approximate Building Weight 66394 lbs.
- ADDER:** 120 Ton Crane and operator for 8 hours. Crane must have clear access to foundation of building without overhead obstructions. Max radius of 30 ft. If site conditions require larger crane, by others. \$7500/ea.

PRICE EXCLUDES:

- ▶ Site work of any kind
- ▶ Any sales taxes or permits
- ▶ Stable foundation to support weight of building.

Building is manufactured to current version of International Building Code, local code requirments are specifically excluded. All required permits and inspections are the responsibility of others.

All products made in the US.

Building will be ready to deliver Spring/Summer 2025 based on backlog at time of quotation. Project timeline will be clarified and agreed upon once PO is issued. This quote shall be good for 30 days.

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Accepted by Customer:

Name: Dalton Vaughan
 E-mail: dvaughan@nciprecast.com
 Position: Sales
 Signature: _____
 Date: _____

Customer: _____
 Name: _____
 Position: _____
 Signature: _____
 Date: _____

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5. **INDEMNIFICATION.** Customer shall indemnify and hold NCI harmless from all claims, demands, liabilities, losses, delays, impacts, associated costs and losses, and expenses (including legal fees) arising out of or relating to this Contract, the Project, or the Work, which are not solely the result of NCI's negligence or willful misconduct, or those of its subcontractor(s) or supplier(s). Customer further agrees that in the event of failure of any parts, components, or materials supplied or installed wholly by others, Customer will seek relief only from said third parties and not NCI and agrees to indemnify and hold NCI harmless from any claims, costs, and/or expenses (including legal fees) relating to such claims.
6. **LIMITED WARRANTY.** The Work shall be performed in a good and workmanlike manner, according to the prevailing industry standards, but in any event in compliance with any plans and specifications referenced above (if any). Any claim by Customer that the Work was not so performed shall be served on NCI within 1 year from NCI's completion of Work (or last day of Work, whichever is earlier). Except as provided herein, NCI disclaims all express and implied warranties.
7. **LIMITATION OF LIABILITY.** Customer agrees that NCI's total liability arising out of or relating to this Contract, the Project, and/or the Work shall be limited to the Contract Price herein, and NCI shall not be liable for any indirect, special, or consequential damages claimed by Customer to result from an alleged breach by, or acts or omissions of, NCI.
8. **INSURANCE.** NCI shall carry the appropriate insurance coverages and endorsements of liability, workers' compensation, and other insurance, determined in its sole discretion. Customer shall maintain its own insurance coverages appropriate for the Project at the appropriate limits given the Project's size and scope, shall include NCI as an additional insured under such liability polic(ies), and shall provide NCI with a copy of its certificate of insurance upon request.
9. **FUTURE ORDERS.** Customer agrees that these Terms & Conditions shall apply to any and all future orders and/or projects performed by NCI for Customer unless the parties execute a separate written agreement for such projects or engagements.

 Charter Township of Garfield Planning Department Report No. 2024-50			
Prepared:	July 25, 2024	Pages:	1
Meeting:	July 30, 2024 Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	BATA/TCHC PUD – Housing Commencement		

As the Traverse City Housing Commission (TCHC) begins construction of the housing portion of the BATA/TCHC Transit-Oriented Mixed-Use Planned Unit Development (PUD), the requirements of the condition of approval that must be addressed prior to BATA making a request for Certificate of Occupancy. Throughout the PUD review process, the Township made it clear of its concern of the housing portion not being completed resulting in only the transit portion being constructed. Therefore, this review is essential to addressing this concern and the intent of the condition of approval of the PUD.

For reference, the condition of approval for the PUD states, “*TCHC must commence housing construction before BATA may make a request for Certificate of Occupancy. BATA must complete the transfer station and open space improvements in the Transit Phase at the same time or before completion of the bus storage garage, bus maintenance garage, and administration building.*” To provide evidence of commencement of housing construction by TCHC, the following items may be considered:

1. Evidence of funding for the TCHC project which may include agreements or other documentation between MSHDA and TCHC.
2. An active contract between TCHC and its construction contractor.
3. Evidence of active construction in the form of photos of the site.

In addition to commencement of the housing, BATA must complete the transfer station and open space improvements in the Transit Phase at the same time or before completion of the bus storage garage, bus maintenance garage, and administration building.

ACTION REQUESTED:

Provided the Township Board is satisfied the evidence provided, the following motion is suggested:

MOTION THAT the Township Board has determined that the information provided by the Traverse City Housing Commission regarding commencement of housing construction is sufficient and complies with the housing condition of approval for the BATA/TCHC PUD.

Attachments:

1. Letter to Wolverine Building Group, Inc. dated June 21, 2024
2. Excerpts of the contract between the owner (The Flats Phase I Limited Dividend Housing Association, LLC) and the general contractor (Wolverine Building Group, Inc.)
3. MSHDA Construction Oversight Agreement – Gap Financing Program, executed June 21, 2024
4. Receipt for The Flats Phase I Land Use Permits and Building Permits, dated July 1, 2024



SMITH & HENZY
AFFORDABLE GROUP

June 21, 2024

Wolverine Building Group, Inc
4045 Barden SE
Grand Rapids, MI 49512
Attn: Kurtis Fritz, Director of Construction

Re: The Flats at Carriage Commons, Phase I (the “Project”) – Notice to Proceed

Dear Mr. Fritz:

Financing for the Project closed today. Wolverine Building Group, Inc. (“Contractor”) is directed to proceed with the Work of the Project in accordance with the provisions of the Owner-Contractor Agreement dated May 10, 2024 (the “Agreement”), including immediately taking steps required to secure any remaining permits necessary to commence the Work. The date of commencement of the Work shall be June 24, 2024.

We look forward to working with you on this project.

Sincerely,

THE FLATS PHASE I LIMITED DIVIDEND HOUSING
ASSOCIATION, LLC
A Michigan limited liability limited partnership

By: SHAG FLATS PHASE I, LLC a Florida
limited liability company,
its Managing Member

By: *Darren Smith*
Name: Darren Smith
Title: Managing Member

CONSTRUCTION OVERSIGHT AGREEMENT
Gap Financing Program

THIS CONSTRUCTION OVERSIGHT AGREEMENT (the "Agreement") is made this 21st day of June, 2024, by and among WOLVERINE BUILDING GROUP, INC., a Michigan corporation, whose address is 4045 Barden St., SE, Grand Rapids, Michigan 49512 (the "Contractor"); THE FLATS PHASE I LIMITED DIVIDEND HOUSING ASSOCIATION, LLC, a Michigan limited liability company, whose address is 40600 Ann Arbor Rd., Ste. 200, Plymouth, Michigan 48170 (the "Owner"); the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Michigan, whose address is 735 E. Michigan Avenue, Lansing, Michigan 48912 (the "Grantor") and FIFTH THIRD BANK, NATIONAL ASSOCIATION, whose address is 214 W. Franklin St., MD 47389, Chapel Hill, North Carolina 27516 (the "Construction Lender").

R E C I T A L S:

A. The Owner wishes to construct or rehabilitate a housing development for persons of low and moderate income on certain property described in Exhibit A to this Agreement and to that end has retained the Contractor to construct or rehabilitate the housing development.

B. The development is identified as **The Flats at Carriage Commons**, MSHDA No. **44c-211**, and is located in Garfield Township, Grand Traverse County, Michigan (the "Development").

C. The Construction Lender has agreed to make one or more construction loans to the Owner in an aggregate amount not to exceed Twelve Million Dollars (\$12,000,000) (the "Construction Loan") and the Owner and the Construction Lender have entered into one or more notes, mortgages, a construction loan agreement, and related documents evidencing and securing the Construction Loan (the "Construction Loan Documents").

D. The Owner is also receiving a loan from the Traverse City Housing Commission, a Michigan public housing agency (the "Non-Profit Sponsor"), which is derived from a grant issued by the Grantor to the Non-Profit Sponsor in the amount of One Million Nine Hundred Twenty Thousand Dollars (\$1,920,000), which loan is being funded under the Grantor's Gap Financing Program pursuant to a grant agreement between the Non-Profit Sponsor and the Grantor (the "Grant Agreement"). The Owner is therefore benefitting from the Grant Agreement, and Owner's entry into this Construction Oversight Agreement is a requirement of the Gap Financing Program.

NOW, THEREFORE, in consideration of the Commitment, the Owner, the Contractor, the Construction Lender, and the Grantor agree as follows:

1. **Grantor Access to Development.** The Grantor and its authorized agents shall have the right of entry and free access to the Development and any other location or locations where materials, equipment or fixtures intended for use in connection with the work may be stored pending such use, and the right to inspect all work done and materials, equipment and fixtures furnished, installed or stored in and about the Development.

2. **Draw Procedures.** The Construction Loan Documents contain provisions relating to how and when the proceeds of the Construction Loan are to be disbursed to or for the benefit of the Owner. Except as specifically and expressly modified by this Agreement, the requirements and conditions for disbursing funds under those Construction Loan Documents are not superseded by this Agreement. The

Construction Lender, the Grantor, the Contractor, and the Owner agree, however, that the following unified draw procedures shall apply:

a. Except as provided in this Section, the initial Draw at the closing with the Construction Lender and all subsequent requests for disbursement submitted to the Construction Lender (each, a "Draw Request") shall be governed by the Construction Loan Documents. Upon the request of the Grantor, the Owner will submit a copy of any Draw Request to the Authority Inspector.

b. Meetings to inspect the progress of the Work (an "Inspection Meeting") shall be conducted once a month, beginning in July of 2024 (the "Walk-Through Date") on a date and at a time mutually agreed upon by the Contractor, the Owner's architect (the "Architect"), the Owner, the Grantor's inspector (the "Authority Inspector"), the Construction Lender's inspecting consultant, if any (the "Construction Lender Inspector"), and any other authorized party. Each month, five (5) days prior to the Walk-Through Date, the Owner shall submit to the Architect, the Construction Lender Inspector, and the Authority Inspector, a draft of the Draw Request for the Work that is completed through the final day of the current application period that is the subject of the Draw Request (less, when applicable, construction retainage amounts calculated in accordance with the Construction Contract).

c. Any inspection performed by the Authority Inspector or the Construction Lender Inspector is for the sole benefit of the Grantor or the Construction Lender, respectively, and the Grantor and the Construction Lender acknowledge that neither of them will be subject to liability to the other as a result of the Grantor's or the Construction Lender's reliance on an inspection by the other party's Inspector.

3. **Use of Gap Financing Program Funds.** The Owner agrees that any Gap Financing Program funds designated for the rehabilitation or construction of the Development will only be used to pay for those hard construction costs and in amounts not to exceed those listed on Exhibit B to this Agreement. The Owner's use of Gap Financing Program funds for construction or rehabilitation costs other than the costs specified on Exhibit B without the written consent of the Grantor shall be a default under the Grant Agreement. In an event of default, Grantor will provide notice to Owner as set forth in Section 8 hereof (with a copy to Construction Lender), and to Non-Profit Sponsor as set forth in the Grant Agreement.

4. **Notice of Government Compliance.** The Contractor shall immediately notify the Owner, the Construction Lender, and the Grantor of the delivery of all permits, licenses, certificates of inspection, certificates of occupancy, and any other such certificates and instruments required by law, regardless of to whom issued, and shall cause them to be displayed to the Owner and the Grantor upon their consent. Included within these documents shall be certifications regarding soil compaction, concrete strength and carpet weight, and copies of plumbing, heating, electrical, and elevator inspection approvals.

5. **Errors in Drawings and Specifications.** If the Contractor observes that the Drawings and Specifications are at variance with any applicable codes, laws, ordinances, rules or regulations, or protective covenants, it shall promptly notify the Owner, the Construction Lender, and the Grantor, in writing, and any necessary changes shall be made. If the Contractor performs any work knowing it to be contrary to such codes, laws, ordinances, rules or regulations, or protective covenant without giving such notice to the Owner and the Grantor, it shall bear all cost arising therefrom, including the cost of correcting any such work.

6. **Enforcement of Provisions.** The provisions of this Agreement may be enforced by the Grantor or the Owner. A breach of the provisions of this Agreement shall be considered a material breach of the Grant Agreement.

7. **Agreement Not Assignable.** This Construction Oversight Agreement shall not be assignable by any party without the prior written consent of an Authorized Officer of the Grantor, except that the Owner may assign the Contract, or any rights hereunder, to the Grantor, and the Construction Lender may assign its rights hereunder to its successors and any assignee of the Construction Loan.

8. **Notices.** Any notice required to be given hereunder shall be deemed sufficient if delivered in writing personally, by overnight delivery service, by personal delivery, or by certified mail to the following addresses:

Owner: The Flats Phase I Limited Dividend Housing Association, LLC
c/o SHAG Flats Phase I, LLC
1100 NW 4th Avenue
Delray Beach, Florida 33444
Attention: Darren Smith
dsmith@smithhenzy.com

With a copy to: RJ MT Flats Phase I LHDA L.L.C.
c/o Raymond James Affordable Housing Investments, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President
Steve.Kropf@RaymondJames.com

With a copy to: Nixon Peabody LLP
Exchange Place
53 State Street
Boston, MA 02109
Attention: Nathan Bernard
nbernard@nixonpeabody.com

Contractor: Wolverine Building Group, Inc.
4045 Barden St., SE
Grand Rapids, Michigan 49512

Grantor: Chief Legal Affairs Officer
Michigan State Housing Development Authority
735 E. Michigan Ave.
Lansing, Michigan 48912

Construction
Lender: Fifth Third Bank, National Association
38 Fountain Square Plaza
MD 109035
Cincinnati, OH 45202
Attn: Justin Marshall

With copy to: Applegate & Thorne-Thomsen PC
425 South Financial Place
Suite 1900
Chicago, Illinois 60605
Attn: Gregory Whitehead

9. **Actions on Behalf of the Parties.**

(1) Actions on Behalf of the Owner, Contractor, and Construction Lender. The following persons are authorized by the Owner, the Contractor, and the Construction Lender to execute any and all instruments requiring their respective signatures and to act in their behalf with respect to all matters arising out of this Agreement:

Owner: Daren Smith
The Flats Phase I Limited Dividend Housing Association, LLC
Dsmith@smithhenzy.com
561-859-8520

Contractor: Kurtis Fritz
Wolverine Building Group
kfritz@wolvgroup.com
616-281-6221

Construction
Lender: Justin Marshall
Fifth Third Bank, National Association
38 Fountain Square Plaza
MD 109035
Cincinnati, OH 45202

(2) Actions on Behalf of Grantor. Except as otherwise provided, the following officers of the Grantor are authorized to give any approval or notice or take any action on behalf of the Grantor in connection with this Agreement: the Executive Director, the Chief Housing Investment Officer, the Chief of Staff, the Chief Financial Officer, the Deputy Director of Finance, the Director of Legal Affairs, and the Deputy Director of Legal Affairs. The term "Authorized Officer" refers to the foregoing employees of the Grantor when acting within the scope of their authority.

9. **Captions.** Captions to the sections of this Agreement are included for reference convenience only and are not to be construed as affecting the meaning of any Section or to have any legal effect whatsoever.

10. **Fraud Penalties.** The undersigned acknowledge that any false pretense, including any false statement or representation, or the fraudulent obtaining of money, real or personal property, or the fraudulent use of an instrument, facility, article, or other valuable thing or service pursuant to his/her/its participation in any Authority program, is punishable by imprisonment for up to ten (10) years or by a fine up to Fifteen Thousand Dollars (\$15,000) or both.

11. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown above.

- SIGNATURES APPEAR ON THE FOLLOWING PAGE(S) -

Signature Page
Construction Oversight Agreement - Flats at Carriage Commons


IN WITNESS WHEREOF, the parties by their duly authorized representatives, have executed the Construction Oversight Agreement as of the date stated above.

OWNER:

THE FLATS PHASE I LIMITED DIVIDEND
HOUSING ASSOCIATION, LLC,
a Michigan limited liability company

By: SHAG Flats Phase I, LLC,
a Michigan limited liability company

Its: Managing Member

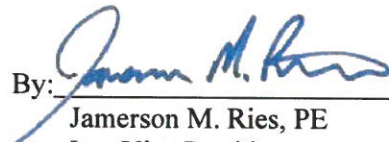
By: 
Darren Smith

Its: Manager

Signatures continue on the following page

CONTRACTOR:

WOLVERINE BUILDING GROUP, INC., a
Michigan corporation,

By: 

Jamerson M. Ries, PE
Its: Vice President

Signatures continue on the following page

Continuation Signature Page
Construction Oversight Agreement – Flats at Carriage Commons

GRANTOR:

MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY,
a public body corporate and politic of the State
of Michigan

By: Geoffrey Ehnis-Clark
Geoffrey Ehnis-Clark
Its: Director of In-House Legal Services

Signatures continue on the following page

CONSTRUCTION LENDER:

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION**


By: 
Justin Marshall
Its: Senior Vice President

EXHIBIT A

The Flats at Carriage Commons

Legal Description

The following described land situated in the County of Grand Traverse, State of Michigan:

Primary Parcel:

Unit 1 of The Flats at Carriage Commons, according to the Master Deed as recorded in _____, Grand Traverse County Records and any amendments thereto and designated as County Subdivision Plan No. _____, together with the rights in general common elements and limited common elements as set forth in the above Master Deed, and as described in Act 59 of the Public Acts of 1978, as amended.

Easement Parcel:

Together with and subject to a Declaration of Easements recorded in Instrument Number 2024R-07189.

EXHIBIT B
GAP FINANCING PROGRAM
CONSTRUCTION COSTS

CONSTRUCTION COST TRADE PAYMENT BREAKDOWN

Date:	03.08.2024
Development No:	
Project Name:	The Flats at Carriage Commons Phase I
City / County:	Garfield Township, Grand Traverse County
Mortgagor:	The Flats Phase I LDHA, LLC
Contractor:	Wolverine Building Group



735 E. MICHIGAN AVE • P.O. BOX 30044 • LANSING, MICHIGAN 48909

Structures			
Line	AIA/CSI #	Trade Item	Cost
1	020000	Architectural Environmental Mitigation	\$0
2	030000	Building Concrete	\$ 410,854.00
3	040000	Masonry	\$ 150,325.00
4	050000	Metals	\$ 175,666.00
5	061000	Rough Carpentry	\$ 1,250,554.00
6	062000	Finish Carpentry	\$ 433,133.00
7	072000	Insulation	\$ 89,976.80
8	073000	Roofing	\$ 186,004.00
9	074000	Siding	\$ 806,000.00
10	079000	Caulking and Waterproofing	\$ 86,148.00
11	081000	Doors / Hardware	\$ 123,105.00
12	085000	Storefronts	\$0
13	088000	Windows & Mirrors	\$ 113,839.56
14	092000	Gypsum Board	\$ 717,900.00
15	093000	Tiling	\$0
16	095000	Acoustical Ceilings	\$0
17	096500	Resilient Flooring	\$ 279,981.00
18	096800	Carpeting	\$0
19	099000	Painting	\$ 155,545.00
20	100000	Specialties	\$ 70,560.00
21	110000	Special Equipment	\$ 40,000.00
22	113000	Appliances	\$ 240,000.00
23	122000	Window Treatments	\$ 48,000.00
24	123000	Cabinets and Casework	\$ 345,200.00
25	130000	Special Construction	\$0
26	142000	Elevators	\$0
27	210000	Fire Protection	\$ 138,794.00
28	220000	Plumbing / Domestic Hot Water	\$ 751,200.00
29	230000	HVAC	\$ 775,300.00
30	260000	Electrical	\$ 991,200.00
31	262000	Low Voltage Electrical	\$0
32	280000	Electronic Safety and Security	\$0
Total Structures			\$8,379,285

Site Work			
Line	AIA/CSI #	Trade Item	Cost
33	020000	Site Environmental Mitigation	\$0
34	310000	Earth Work	\$ 351,618.00
35	321000	Roads / Walks	\$ 360,207.00
36	323000	Site Improvements	\$0
37	328000	Site Irrigation	\$0
38	329000	Landscaping	\$80,000
39	330000	Site Utilities	\$ 494,895.00
Total Site Work			\$1,286,720

Misc. Structures and Sitework			
Line	AIA/CSI #	Trade Item	Cost
40		Community Building	\$ 544,020.00
41		Accessory Buildings	\$0
42		Off-Site Improvements	\$0
43		Temporary Site Security	\$0
Total Misc. Structures and Sitework			\$544,021

Total Structures, Sitework and Misc. Structures and Sitework			\$10,210,026
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44		General Requirements @ 6.0%	\$612,601
45		Builder's Overhead @ 2%	\$216,452
46		Builder's Profit @ 6%	\$662,344
47		Building Permits	\$ 150,000.00
48		Bond Premium	\$84,855
49		Tap Fees	\$384,000
50		Cost Certification Expense	\$12,000
Total Construction			\$12,332,278

Comments:

Total construction costs shown have been approved by MSHDA. The line item breakdown of costs is subject to revision, prior to disbursement of construction draws, after review of subcontractor and supplier contracts and approval by MSHDA. The total construction contract may not be increased or decreased.

Wolverine Building Group
Contractor (please print)

The Flats Phase I LDHA, LLC
Sponsor / Mortgagor (please print)

MSHDA Representative (please print)

Signature

Signature

Signature

 **AIA® Document A102® – 2017****Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

AGREEMENT made as of the 10th day of May in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Flats Phase I Limited Dividend Housing Association, LLC, a Michigan limited liability company
1100 NW 4th Avenue
Delray Beach, FL 33444
ATTN: Darren Smith
Telephone: (561) 859-8520
Email: dsmith@smithhenzy.com

and the Contractor:
(Name, legal status, address and other information)

Wolverine Building Group, Inc., a Michigan corporation
Michigan License No. 2102199076
4045 Barden SE
Grand Rapids, MI 49512

for the following Project:
(Name, location and detailed description)

The Flats at Carriage Commons Phase I
Carriage View Lane
Traverse City, Michigan

New affordable residential / mixed use project with Phase 1 to include two 24-unit, 3-story walk up buildings with 48 total housing units and a standalone clubhouse/leasing center building, associated sitework, and other facilities, amenities and improvements as more particularly described in the Drawings and Specifications listed in **Exhibit E**.

The Architect:
(Name, legal status, address and other information)

Progressive AE, Inc.
Attn: Michael A. Wychers AIA, LEED AP, Senior Architect
1811 4 Mile Road NE
Grand Rapids, MI 49525
Email: wychersm@progressiveae.com
Phone: 616.361.2664 main; 616.988.4887 direct; 616.240.5649 mobile

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1970418756)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- Exhibit A** – Insurance and Bonds
- Exhibit B** – Employment Practices;
- Exhibit C** – Construction Schedule;
- Exhibit D** – Schedule of Values;
- Exhibit E** – Index of Drawings and Specifications;
- Exhibit F** – Contractor's Clarifications;
- Exhibit F-1** - Schedule of Key Personnel;
- Exhibit F-2** – Contractor's Proposed Logistics Plan;
- Exhibit G** – AIA Document G706 and G706A;
- Exhibit H** – Form of Contractor's Sworn Statement;
- Exhibit I** – Form of Partial Unconditional Waiver;
- Exhibit J** – Form of Partial Conditional Waiver;
- Exhibit K** – Form of Full Unconditional Waiver; and
- Exhibit L** – A201-2017.

This Agreement entered into as of the day and year first written above.

Each of the individuals executing this Agreement represents and warrants that he or she has been duly authorized by the respective party on whose behalf he or she is executing this Agreement to execute this Agreement on such party's behalf and that once executed by him or her, this Agreement shall be valid and binding upon such party.

OWNER

THE FLATS PHASE I LIMITED DIVIDEND HOUSING ASSOCIATION, LLC, a Michigan limited liability company

By: SHAG Flats Phase I, LLC, Managing Member

By: _____

(Signature)

Darren Smith, Managing Member

(Printed name and title)

CONTRACTOR

WOLVERINE BUILDING GROUP, INC., a Michigan corporation

By: _____

(Signature)

Kurtis Fritz, Director of Construction

(Printed name and title)

Init.

Exhibit C

Construction Schedule

(see attached)

Init.

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User Notes:

(1970418756)




















ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors
1			Construction	271 days	Mon 6/24/24	Mon 7/7/25	
2			Mobilization	1 day	Mon 6/24/24	Mon 6/24/24	
3			Sitework	87 days	Mon 6/24/24	Tue 10/22/24	
20			Foundations	48 days	Mon 7/22/24	Wed 9/25/24	
30			Building Enclosure & Façade	158 days	Wed 8/21/24	Fri 3/28/25	
31			Framing	158 days	Wed 8/21/24	Fri 3/28/25	
32			Building 1	81 days	Wed 8/21/24	Wed 12/11/24	
44			Building 2	81 days	Tue 11/5/24	Tue 2/25/25	
56			Clubhouse	50 days	Mon 1/20/25	Fri 3/28/25	
64			Building Interior	160 days	Tue 11/26/24	Mon 7/7/25	
65			Building 1	87 days	Tue 11/26/24	Wed 3/26/25	
137			Building 2	94.5 days	Tue 1/7/25	Mon 5/19/25	
215			Clubhouse	96 days	Tue 2/18/25	Tue 7/1/25	
231			Final Inspections	88 days	Thu 3/6/25	Mon 7/7/25	
236			Certificate of Occupancy	0 days	Mon 7/7/25	Mon 7/7/25	235
237			WBG Quality Assurance	11 days	Tue 7/8/25	Tue 7/22/25	
240			Turnover	1 day	Wed 7/23/25	Wed 7/23/25	239

Exhibit D
Schedule of Values
(see attached)

Init.

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User Notes:

(1970418756)

CONSTRUCTION COST TRADE PAYMENT BREAKDOWN

Date:	05.06.2024
Development No:	
Project Name:	The Flats at Carriage Commons Phase I
City / County:	Garfield Township, Grand Traverse County
Mortgagor:	The Flats Phase I Limited Dividend Housing Association, LLC
Contractor:	Wolverine Building Group



Structures			
Line	AIA/CSI #	Trade Item	Cost
1	020000	Architectural Environmental Mitigation	\$0
2	030000	Building Concrete	\$425,171
3	040000	Masonry	\$459,780
4	050000	Metals	\$175,666
5	061000	Rough Carpentry	\$1,254,263
6	062000	Finish Carpentry	\$417,622
7	072000	Insulation	\$179,590
8	073000	Roofing	\$175,273
9	074000	Siding	\$620,639
10	079000	Caulking and Waterproofing	\$100,390
11	081000	Doors / Hardware	\$124,825
12	085000	Storefronts	\$0
13	088000	Windows & Mirrors	\$114,380
14	092000	Gypsum Board	\$690,683
15	093000	Tiling	\$0
16	095000	Acoustical Ceilings	\$0
17	096500	Resilient Flooring	\$281,092
18	096800	Carpeting	\$0
19	099000	Painting	\$152,593
20	100000	Specialties	\$74,160
21	110000	Special Equipment	\$0
22	113000	Appliances	\$206,400
23	122000	Window Treatments	\$48,000
24	123000	Cabinets and Casework	\$359,600
25	130000	Special Construction	\$0
26	142000	Elevators	\$0
27	210000	Fire Protection	\$164,631
28	220000	Plumbing / Domestic Hot Water	\$751,200
29	230000	HVAC	\$775,300
30	260000	Electrical	\$562,760
31	262000	Low Voltage Electrical	\$0
32	280000	Electronic Safety and Security	\$0
Total Structures			\$8,114,018

Site Work			
Line	AIA/CSI #	Trade Item	Cost
33	020000	Site Environmental Mitigation	\$0
34	310000	Earth Work	\$469,625
35	321000	Roads / Walks	\$396,565
36	323000	Site Improvements	\$0
37	328000	Site Irrigation	\$0
38	329000	Landscaping	\$80,000
39	330000	Site Utilities	\$494,895
Total Site Work			\$1,441,085

Misc. Structures and Sitework			
Line	AIA/CSI #	Trade Item	Cost
40		Community Building	\$ 559,842.00
41		Accessory Buildings	\$0
42		Off-Site Improvements	\$0
43		Temporary Site Security	\$0
Total Misc. Structures and Sitework			\$559,842

Total Structures, Sitework and Misc. Structures and Sitework			\$10,114,945
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44		General Requirements @ 6.0%	\$606,896
45		Builder's Overhead @ 2%	\$214,436
46		Builder's Profit @ 6%	\$656,176
47		Building Permits	\$50,000
48		Bond Premium	\$91,000
49		Tap Fees	\$192,000
50		Cost Certification Expense	\$12,000
Total Construction			\$11,937,453

Comments:


Total construction costs shown have been approved by MSHDA. The line item breakdown of costs is subject to revision, prior to disbursement of construction draws, after review of subcontractor and supplier contracts and approval by MSHDA. The total construction contract may not be increased or decreased.

Wolverine Building Group
Contractor (please print)

The Flats Phase I Limited Dividend Housing Association, LLC
Sponsor / Mortgagor (please print)

MSHDA Representative (please print)


Signature


Signature

Signature

OFFICIAL TREASURER'S RECEIPT OF FUNDS

CHARTER TOWNSHIP OF GARFIELD
 Chloe Macomber, Treasurer
 3848 Veterans Dr.
 Traverse City, MI 49684

Contact us at:
 Ph: (231) 941-1620
 online: www.garfield-twp.com

Checks are accepted as conditional payment. If the check does not clear, this receipt is considered VOID. A \$25 NSF fee will be added to the balance due.

Received From:	Date: 07/01/2024	Receipt #: 101372
THE FLATS PHASE I LDHA, LLC.		Cashier: jamie
1100 N.W. 4TH AVE.		Total Received: \$20,188.00
DELRAY BEACH FL 33444		Batch #:

Notes:

RECEIPT ITEM	DESCRIPTION	AMOUNT
BLD INVC	00016834	\$1,826.00
BLD INVC	00016835	\$8,601.00
BLD INVC	00016836	\$8,601.00
BLD INVC	00016837	\$100.00
BLD INVC	00016838	\$530.00
BLD INVC	00016839	\$530.00
Total Amount Due:		\$20,188.00

PAYMENTS RECEIVED			
	Tendered:	CHECKS 2005585	\$20,188.00
CHANGE:			\$0.00