

**CHARTER TOWNSHIP OF GARFIELD
TOWNSHIP BOARD MEETING**

Tuesday, November 26, 2024 at 6:00pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

AGENDA

ORDER OF BUSINESS

Call meeting to order

Pledge of Allegiance

Roll call of Board Members

1. Public Comment

Public Comment Guidelines:

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

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

3. Consent Calendar

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

- a. Minutes – November 12, 2024 regular meeting
(Recommend Approval)
- b. General Fund \$441,704.28
(Recommend Approval)
- c. Highlighted list of Board appointments with vacating or expiring positions (Receive and File)
- d. Consideration of Resolution 2024-31-T to amend the budget by funding the Township Manager cost center (Recommend Approval)

- e. Consideration of Britten Expansion – Water Main Relocation Close-out and Turnover documents (Recommend Approval)
- f. Consideration of Contractor’s Application for Payment No. 4 from Elmer’s for the StoneRidge PRV (Recommend Approval)
- g. Consideration of Contractor’s Application for Final Payment from Elmer’s for the StoneRidge PRV (Recommend Approval)

4. Items removed from the Consent Calendar

5. Correspondence

- a. Letter from Chris Barsheff declining to take the elected Trustee position on the Township Board
- b. Letter from Supervisor McManus consenting to the delegation of duties to the Township Manager
- c. MTA New Officials training brochure

6. Reports

- a. County Commissioner’s Report
- b. Township Manager’s Report
- c. Supervisor’s Report

7. Unfinished Business

8. New Business

- a. Consideration of accepting Joe McManus’s letter of resignation from the Planning Commission and Joint Planning Commission

9. Public Comment

10. Other Business

11. Adjournment

Lanie McManus, Clerk

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

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD MEETING
November 12, 2024**

Supervisor Korn called the Town Board Meeting to order at the Garfield Township Hall on November 12, 2024 at 6:00p.m.

Pledge of Allegiance

Roll Call of Board Members

Present: Molly Agostinelli, Steve Duell, Chuck Korn, Chloe Macomber, Lanie McManus and Denise Schmuckal

Absent and Excused: Chris Barsheff

Staff Present: John Sych, Planning Director

1. Public Comment (6:00)

Debbie West of Harris Road commented on traffic in her area.

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

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

Yeas: Agostinelli, Schmuckal, Duell, Macomber, McManus, Korn

Nays: None

3. Consent Calendar (6:03)

a. Minutes

October 8, 2024 Regular Meeting
(Recommend Approval)

b. Bills

(i) General Fund \$139,157.37
(Recommend Approval)

(ii) Gourdie-Fraser
Developer's Escrow Fund – Storm Water Reviews,
Utility Plan Review, Oversight and Closeout \$40,928.00

General Utilities	2,102.50
General	2,340.00
Park Funds/DNR Trust Fund	4,564.06
Total	\$49,934.56
(Recommend Approval)	

- c. **Consideration of new road name of Pearl Rose Lane for Garfield Township (Recommend Approval)**
- d. **Consideration of intent to create Special Assessment District for Logan Valley Road and Raquet Club Dr. Road Improvement, Resolution 2024-28-T (Recommend Approval)**
- e. **Request to add delinquent special assessments to the winter tax roll (Recommend Approval)**
- f. **Consideration of financial institutions which the Township Treasurer will do business with in 2025, Resolution 2024-29-T (Recommend Approval)**
- g. **Consideration of Change Order No. 1 from Elmers for the Pressure Reducing Valve (PRV) Station of StoneRidge (Recommend Approval)**
- h. **Consideration of Contractor’s Application for Payment No. 3 from Elmers for the StoneRidge PRV (Recommend Approval)**
- i. **Consideration of StoneRidge PRV Station Close-out and Turnover documents (Recommend Approval)**
- j. **Consideration of Grand Traverse County Board of Public Works 2023 Master Specifications (Recommend Approval)**

Duell moved and Schmuckal seconded to adopt the consent calendar as presented.

*Yeas: Duell, Schmuckal, Macomber, Agostinelli, McManus, Duell, Korn
Nays: None*

4. Items Removed from the Consent Calendar
None

5. Correspondence (6:09)

- a. **Notice of Intent to regionalize Material Management Planning (Benzie, Grand Traverse and Leelanau)**
- b. **Letters from Art Krueger dated October 18, 2024 regarding:**
 - * **Village at Garfield Water System Extension**
 - * **Windy Hills Phase II Water System Extension**
 - * **Marengo 31 Water System Extension**
 - * **Ridge View Court Water System Extension**
- c. **Letter to City regarding Water System**

6. Reports**a. County Commissioner's Report (6:15)**

County Commissioners Brad Jewett reported that the 2025 budget and the county transportation fleet would be discussed at the next meeting.

b. Construction Report (6:18)

Jennifer Graham from Gourdie Fraser submitted her report in writing and added that she mentioned an easement for a future PRV station on the Gauthier property to prospective owners. The StoneRidge PRV is complete and other projects are on hold pending water permits from the city. She added that the Copper Ridge Trailhead is out for bids and stormwater reviews continue.

c. Sheriff's Report (6:30)

Sheriff's Deputy Deborah St Croix reviewed October 2024 statistics. She also discussed Halloween activities and training activities by the department.

d. GT Metro Fire Report (6:31)

Fire Chief Paul Mackin reviewed statistics from October 2024 and added that grant applications are being prepared for a new ladder truck. He also discussed staffing changes at Metro.

e. MMR Report (6:41)

MMR Operations Manager Amy Fairchild stated that there were 334 calls in the township in October and MMR has hired two full time paramedics.

f. Planning Department Report for November 2024 (6:44)

Planner John Sych submitted his report in writing and gave the board updates to his report in light of the meeting held on November 6th.

g. Parks & Rec Report (6:48)

The Parks & Rec Report was submitted in writing. Parks Steward Sean Kehoe added that the water filling station at Silver Lake is popular. Pickleball reservations are done for the year and parks staff are looking at adding some pickleball courts at Silver Lake. A volunteer clean-up at Miller Creek was successful and maintenance is happening at all parks.

h. Treasurer's Report (6:53)

Macomber submitted her report in wiring and said tax bills will go out shortly.

i. Clerk's Report (6:54)

McManus submitted her report in writing and added that 69% of residents in Garfield voted.

j. Supervisor’s Report (6:57)

Korn reported that the Barns area has no water pressure and at a recent TTCI meeting, it was proposed to change Franke Road to a major connector. Agostinelli thanked him for his service on the Board.

7. Unfinished Business

a. Consideration of accepting letter of resignation from Trustee Barsheff (7:05)

Schmuckal moved and Agostinelli seconded to accept the letter of resignation as a Garfield Township Trustee from Chris Barsheff.

*Yeas: Schmuckal, Agostinelli, Macomber, Duell, McManus, Korn
Nays: None*

Board members discussed the next step in appointing a new trustee to take his place.

Schmuckal moved and Macomber seconded to advertise the trustee position for two weeks.

*Yeas: Schmuckal, Macomber, Duell, Agostinelli, McManus, Korn
Nays: None*

b. Consideration of resolution assigning duties to Township Manager, Resolution 2024-26-T (7:09)

Schmuckal moved and Agostinelli seconded to adopt Resolution 2024-26-T, a Resolution assigning duties to Township Manager.

*Yeas: Schmuckal, Agostinelli, Macomber, Duell, McManus, Korn
Nays: None*

8. New Business

a. Consideration of accepting the Project Agreement for MNRTF grant for Grand Traverse Commons Natural Area Accessible Trail, Resolution 2024-27-T (7:12)

Agostinelli moved and Duell seconded THAT Township Board Resolution 2024-27-T, to accept the Project agreement for Michigan Natural Resources Trust Fund Grant #TF23-0025 for an accessible trail at the Grand Traverse Commons Natural Area, BE ADOPTED.

*Yeas: Agostinelli, Duell, Schmuckal, McManus, Macomber, Korn
Nays: None*

b. Consideration of letter of recommendation for Copper Ridge Trailhead – GT Commons (7:14)

This trailhead will provide an ADA accessible trail at the Commons area as well as parking for the area.

Schmuckal moved and Agostinelli seconded to approve the bid from Molon Excavating, Inc. for the Copper Ridge Trail Head Improvements Project in the amount of \$66,595.48.

*Yeas: Schmuckal, Agostinelli, McManus, Macomber, Duell, Korn
Nays: None*

c. Consideration of playground equipment for River East Recreation Area (7:20)

Parks Steward Sean Kehoe explained the quotes and indicated which playground equipment the Parks and Rec Commission chose.

Schmuckal moved and Agostinelli seconded to authorize the purchase of the Quad Adventure Unit from Sinclair Recreation in the amount of \$622,387 to be paid from ARPA funds.

*Yeas: Schmuckal, Agostinelli, McManus, Macomber, Duell, Korn
Nays: None*

d. Consideration of bids for Township snow removal contracts for 2024-2026, with a third year option (7:30)

Parks Steward Sean Kehoe indicated that three bids were received for the services. He recommends that Premier Outdoors be hired to do the parking lot at the township hall and Landgreen Lawn Care be hired for parks properties and trails.

Agostinelli moved and Schmuckal seconded to approve Premier Outdoors for snow removal at the township hall and Landgreen Lawn Care for the park properties and trails for a two year contract with a third year option.

*Yeas: Agostinelli, Schmuckal, McManus, Duell, Macomber, Korn
Nays: None*

9. Public Comment: (7:34)

Jennifer Graham thanked Steve Duell for working with her on projects throughout the years. She also thanked Chuck Korn for his work on the Board.

10. Other Business (7:38)

The Board asked about the traffic issue brought up earlier. Korn commented that extra traffic in that area was mostly due to the Grandview Parkway construction project.

Duell commented on soil erosion permits.

Supervisor Korn presented a Certificate of Appreciation to Steve Duell.

11. Adjournment

Korn moved to adjourn the meeting 7:45pm.

Joe McManus, Supervisor
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49686

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

CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

RESOLUTION #2024-26-T

RESOLUTION ASSIGNING DUTIES TO TOWNSHIP MANAGER

WHEREAS, the MCL 42.10a authorizes the Township Board of a Charter Township to employ a Township Manager; and

WHEREAS the Charter Township of Garfield Board has appointed Chris Barsheff as the Township Manager; and

WHEREAS the Township Board finds it necessary and appropriate to the smooth functioning of the Township for the statutory duties of MCL 42.10 be transferred and delegated to the Township Manager as of November 20th, 2024:

- a) To see that all laws and township ordinances are enforced;
- b) To manage and supervise all public improvements, works, and undertakings of the township;
- c) To have charge of the construction, repair, maintenance, lighting and cleaning of streets, sidewalks, bridges, pavements, sewers and of all the public buildings or other property belonging to the township;
- d) To manage and supervise the operation of all township utilities;
- e) To be responsible for the preservation of property, tools, and appliances of the township;
- f) To see that all terms and conditions imposed in favor of the township or its inhabitants in any public utility franchise, or in any contract, are faithfully kept and performed.
- g) To attend all meetings of the township board, with the right to take part in discussions, but without the right to vote;
- h) To be a member, ex officio, of all committees of the township board;
- i) To prepare and administer the annual budget under policies formulated by the township board and keep the said board fully advised at all times as to the financial condition and needs of the township;
- j) To recommend to the township board for adoption such measures as he may deem necessary or expedient;
- k) To be responsible to the township board for the efficient administration of all departments of the township government;
- l) To act as the purchasing agent for the township or, under his responsibility, delegate such duties to some other office or employee;
- m) To conduct all sales of personal property, which the township board may authorize to be sold;
- n) To assume all the duties and responsibilities as personnel director of all township employees or delegate such duties to some other officer or employee;
- o) To perform such other duties as may be prescribed by this act or required of him by ordinance or by direction of the township board, or which are not assigned to some other official in conformity with the provisions of this act.

NOW THEREFORE BE IT HEREBY RESOLVED THAT the above statutory duties are transferred to the Township Manager as of this date; and

IT IS FURTHER RESOLVED that the Manager shall receive no additional compensation for the performance of these duties at this time; and

IT IS FURTHER RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby repealed.

Moved: Denise Schmuckal

Supported: Molly Agostinelli

Ayes: Schmuckal, Agostinelli, Duell, Macomber, McManus, Korn

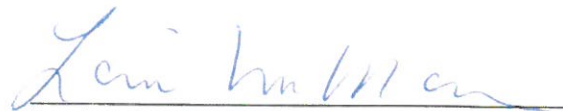
Nays: None

Absent and Excused: Chris Barsheff

CERTIFICATE

I, Lanie McManus, the duly elected and acting Clerk of the Charter Township of Garfield, hereby certify that the foregoing constitutes a true copy of a Resolution of the Township Board for the Charter Township of Garfield, adopted during a meeting of the Garfield Township Board, Grand Traverse County, Michigan held on November 12 2024, at which meeting six (6) members were present as indicated in said Minutes and voted as therein set forth and that all signatures affixed thereto are the genuine signatures of those so indicated, and that each signatory was duly authorized to affix his or her signature, that said meeting was held in accordance with the Open Meetings Act of the State of Michigan, and that due and proper notice of the meeting as required by law was given to the members of the Township Board, and that the minutes of said meeting were kept and will be and have been made available as required by said Act.

Dated: 11/13/24



Lanie McManus
Clerk, Charter Township of Garfield
Grand Traverse County, Michigan

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

RESOLUTION #2024-27-T

**RESOLUTION TO ACCEPT PROJECT AGREEMENT FOR
MICHIGAN NATURAL RESOURCES TRUST FUND GRANT TF23-0025:
GRAND TRAVERSE COMMONS NATURAL AREA ACCESSIBLE TRAIL**

WHEREAS, the Charter Township of Garfield Township Board adopted on March 14, 2023 a resolution in support of grant application TF23-0025 in the amount of \$300,000 to the Michigan Natural Resources Trust Fund (MNRTF) for the construction of a universally accessible (UA) 1.4-mile trail loop within the northern portion of the Grand Traverse Commons Natural Area and committed to using up to \$368,100 in Township matching funds as a 55% local financial match to the project; and

WHEREAS, that the application TF23-0025 was recommended by the MNRTF Board on December 13, 2023 to the Michigan Legislature to receive an MNRTF grant in the amount of \$300,000; and

WHEREAS, the Michigan Legislature passed legislation appropriating funding for these grants recommended by the MNRTF Board which was approved by the Governor on October 8, 2024; and

WHEREAS, to receive the grant as authorized by this legislation, the Charter Township of Garfield Township Board shall enter into a Project Agreement with the Michigan Department of Natural Resources.

NOW, THEREFORE, BE IT RESOLVED, that the Charter Township of Garfield Township Board does hereby accept the terms of the Project Agreement for TF23-0025: Grand Traverse Commons Natural Area Accessible Trail as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the Charter Township of Garfield Township Board does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \$368,100 to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

Moved: Molly Agostinelli

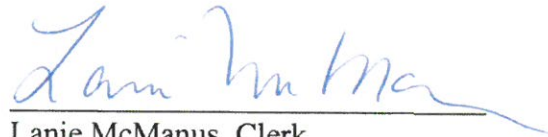
Supported: Steve Duell

Ayes: Agostinelli, Duell, Schmuckal, Macomber, McManus, Korn

Nays: None

Absent and Excused: Chris Barsheff

By:



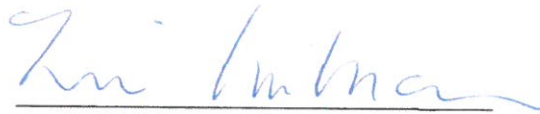
Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of Resolution 2024-27-T which was adopted by the Township Board of the Charter Township of Garfield on the 12th day of November, 2024.

Dated:

11-13-2024



Lanie McManus, Clerk
Charter Township of Garfield

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

RESOLUTION #2024-28-T

**INTENT TO CREATE SPECIAL ASSESSMENT DISTRICT
FOR LOGAN VALLEY RD & RACQUET CLUB DR ROAD IMPROVEMENT
AND CALL FOR PUBLIC HEARING**

BE IT HEREBY RESOLVED that the Charter Township of Garfield does hereby declare its intention to improve Logan Valley Rd & Racquet Club Dr within the following described area:

All lands included in Logan Place West subdivision, and part of the Southeast quarter of the Southeast quarter of Section 15, commencing at the Northwest corner of the Logan Place West subdivision, said point being at the Northwest corner of Racquet Club Drive, for the point of beginning; thence Westerly along the South right-of-way line of West South Airport Road the following courses: North 89 degrees 49 minutes 15 seconds West, 2 feet; thence North 00 degrees 10 minutes 45 seconds East, 35 feet; thence South 89 degrees 39 minutes 59 second West, 278 feet; thence 47.92 feet along a 322.18 foot radius curve to the right with a central angle of 14 degrees 07 minutes 09 seconds and chord bearing North 55 degrees 27 minutes 23 seconds West; thence 112.51 feet along a 1055.63 foot radius curve to the right with a central angle of 06 degrees 06 minutes 24 seconds and chord bearing North 84 degrees 40 minutes 37 seconds West; thence North 81 degrees 37 minutes 31 seconds East, 223.78 feet; thence 22.84 feet along a 3769.72 foot radius curve to the left with central angle of 00 degrees 20 minutes 50 seconds and chord bearing North 81 degrees 47 minutes 56 seconds West, thence South 11 degrees 15 minutes 04 seconds East 64.83 feet; thence South 78 degrees 44 minutes 56 second West 20 feet; thence South 10 degrees 42 minutes 24 seconds West 276.60 feet; thence South 09 degrees 23 minutes 43 seconds West 230.51 feet; thence South 38 degrees 20 minutes 28 seconds East, 56.16 feet; thence North 81 degrees 19 minutes 50 seconds West, 86.12 feet; thence South 23 degrees 00 minutes 09 seconds East, 16.43 feet; thence South 36 degrees 56 minutes 09 seconds East, 366 feet; thence South 31 degrees 30 minutes 09 seconds West 130 feet; thence South 22 degrees 59 minutes 53 seconds East 140.6 feet; thence North 39 degrees 02 minutes 26 seconds East, 207.25 feet; thence North 22 degrees 23 minutes 50 seconds East, 158.43 feet; thence North 66 degrees East along the South border of Logan Place West subdivision to the West right-of-way line of Logan Valley Rd; thence North 23 degrees 59 minutes 38 seconds East 90 feet; thence following the North right-of-way line of Logan Valley Rd Northeasterly to the West

right-of-way line of Racquet Club Dr and following said West right-of-way line of Racquet Club Dr Northeasterly to the point of beginning, all in Section 15, Town 27 North, Range 11 West.

By using an approved method of crush and shape road improvement, together with the necessary structures and other work incidental thereto, all within the proposed district in accordance with the petitions of property owners therefore.

BE IT FURTHER RESOLVED that the Township Board does tentatively designate the special assessment district against which the costs of improvements are to be assessed as Logan Valley Rd & Racquet Club Dr Road Improvement District, which shall include the lands and premises more particularly described above.

BE IT FURTHER RESOLVED that a hearing on any objections to the improvement, the estimate of costs and to the special assessment district proposed to be established for the assessment of the cost of such improvement shall be held on December 10, 2024, at a regular meeting of the township board at Garfield Charter Township Hall in the upstairs, large meeting room, at 3848 Veterans Drive, Traverse City, Michigan, commencing at 6:00 p.m.

BE IT FURTHER RESOLVED that the Clerk is instructed to give the proper notice of such hearing by mailing and publication in accordance with law and statute provided.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Moved: Steve Duell

Supported: Denise Schmuckal

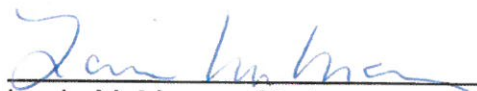
Ayes: Duell, Schmuckal, Macomber, Agostinelli, McManus, Korn

Nays: None

Absent and Excused: Chris Barsheff

RESOLUTION 2024-28-T DECLARED ADOPTED.

By:



Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATE

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of a Resolution which was adopted by the Township Board of the Charter Township of Garfield on the 12th day of November, 2024.

Dated: 11/13/24

Lanie McManus
Lanie McManus, Clerk

**CHARTER TOWNSHIP OF GARFIELD
RESOLUTION 2024-29-T**

**APPROVAL OF FINANCIAL INSTITUTIONS WHICH
THE TOWNSHIP TREASURER WILL DO BUSINESS WITH IN 2025**

BE IT RESOLVED, that the Township Board of the Charter Township of Garfield approves of the Township Treasurer doing business with the following financial institutions in the year 2025.

Chase
4 Front Credit Union
Fifth Third Bank
Traverse Catholic Federal Credit Union
Independent Bank
First Community Bank
TBA Credit Union
Honor State Bank
Team One Credit Union
Huntington Bank
West Shore Bank

First National Bank of America
Northwestern Consumers Credit Union
Lake Michigan Credit Union
Nicolet National Bank
First Citizens Bank
Credit Union One
PNC Bank
Michigan Class
MSU Federal Credit Union
State Savings Bank
Flagstar Bank
Consumers Credit Union

Moved: Steve Duell

Supported: Denise Schmuckal

Yeas: Duell, Schmuckal, Macomber, Agostinelli, McManus, Korn

Nays: None

Absent/Excused: Chris Barsheff

The Chairman declared Resolution 2024-29-T duly adopted this 12th day of November, 2024.

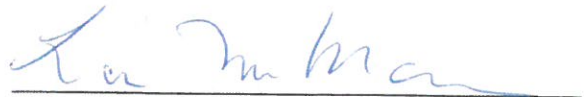


Lanie McManus, Clerk
Charter Township of Garfield

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, do hereby certify that the above is a true and correct copy of Resolution #2024-29-T which was adopted by the Township Board of the Charter Township of Garfield on the 12th day of November, 2024.

Date: 11-13-2024



Lanie McManus, Clerk
Charter Township of Garfield

Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
11/14/2024	GEN	42893	CONSUMERS ENERGY	10000311801	101-000-084.861	1,686.08
		42893		10000311801	101-448-920.005	2,637.24
						<u>4,323.32</u>
11/14/2024	GEN	42894	CONSUMERS ENERGY	103033456148	101-448-920.005	3,262.37
11/14/2024	GEN	42895	GFL ENVIRONMENTAL	002096164	208-000-805.000	577.74
11/14/2024	GEN	42896	GFL ENVIRONMENTAL	002114259	101-265-935.604	135.92
11/14/2024	GEN	42897	GOURDIE-FRASER, INC.	COPPER RIDGE TRAILHEAD	208-000-970.000	4,564.06
11/14/2024	GEN	42898	GRAND TRAVERSE COUNTY	LAW ENFORCEMENT 3RD QTR	101-301-830.000	382,893.00
11/14/2024	GEN	42899	GRANITE TELECOMMUNICATIONS	PHONES	101-265-850.000	154.56
11/14/2024	GEN	42900	GT SUPPLY, LLC	TOWELING/TISSUE	101-265-726.003	211.00
11/14/2024	GEN	42901	INTEGRITY BUSINESS SOLUTIONS	PAPER/CALENDARS/DESK PADS	101-101-726.000	232.73
		42901		NAME PLATE	101-172-726.000	35.10
		42901		PAPER/CALENDARS/DESK PADS	101-215-726.000	13.47
		42901		PAPER/CALENDARS/DESK PADS	101-253-726.000	24.58
		42901		PAPER/CALENDARS/DESK PADS	101-257-726.000	12.29
		42901		STAPLES/TONER/STAMP PAD/TAPE	101-262-726.000	146.23
		42901		PAPER/CALENDARS/DESK PADS	101-371-726.000	16.78
						<u>481.18</u>
11/14/2024	GEN	42902	INTEGRITY BUSINESS SOLUTIONS	DESKPAD	208-000-935.000	8.98
11/14/2024	GEN	42903	KCI	POSTAGE - PP STATEMENTS	101-257-726.001	207.00
11/14/2024	GEN	42904	LAUTNER IRRIGATION INC	RIVER EAST WINTERIZATION	208-000-805.000	245.00
11/14/2024	GEN	42905	MICHIGAN CHAMBER SERVICES, INC.	STATE & FEDERAL LABOR LAW POSTERS	101-101-726.000	49.50
11/14/2024	GEN	42906	MUNICIPAL UNDERWRITERS OF WEST MI	POB BOND	101-851-712.001	322.00
11/14/2024	GEN	42907	OLSON & HOWARD, P.C.	EITZEN/JOHNSON	101-704-801.000	836.50
11/14/2024	GEN	42908	SPECTRUM ENTERPRISE	INTERNET	101-228-955.001	159.98
11/14/2024	GEN	42909	T-MOBILE	PHONES	101-265-850.000	615.54
11/14/2024	GEN	42910	TEMPERATURE CONTROL	UPSTAIRS TOILET	101-265-935.608	436.25
11/14/2024	GEN	42911	TRAVERSE CITY RECORD EAGLE	ADVERTISING	101-101-901.000	340.60
		42911		ADVERTISING	101-262-901.000	114.95
						<u>455.55</u>
11/14/2024	GEN	42912	UNITED WAY	UNITED WAY	101-000-238.000	90.00

3.b.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
11/14/2024	GEN	42913	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-231.000	1,710.00
11/14/2024	GEN	42914	CREEKSIDE COMMUNITY CHURCH	ELECTION	101-262-726.000	300.00
11/14/2024	GEN	42915	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	712.27
11/20/2024	GEN	42916	AFLAC	AFLAC	101-000-231.001	436.82
11/20/2024	GEN	42917	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTH	101-101-711.030	3,002.86
		42917		EMPLOYEE HEALTH	101-171-711.030	2,167.01
		42917		EMPLOYEE HEALTH	101-172-711.030	2,046.72
		42917		EMPLOYEE HEALTH	101-215-711.030	2,747.10
		42917		EMPLOYEE HEALTH	101-253-711.030	3,542.04
		42917		EMPLOYEE HEALTH	101-257-711.030	3,683.31
		42917		EMPLOYEE HEALTH	101-371-711.030	3,124.04
		42917		EMPLOYEE HEALTH	101-701-711.030	2,386.53
		42917		EMPLOYEE HEALTH	101-702-711.030	3,498.82
						<u>26,198.43</u>
11/20/2024	GEN	42918	BRYAN GUTIERREZ	BUILDING EXAMS	101-371-960.000	300.00
11/20/2024	GEN	42919	GARFIELD CHARTER TOWNSHIP	HSA	101-172-711.030	500.00
11/20/2024	GEN	42920	GMOSER'S SEPTIC SERVICE, INC	PIT TOILET	208-000-805.000	540.00
11/20/2024	GEN	42921	GRAND TRAVERSE COUNTY ROAD	LOGAN VALLEY / RACQUET CLUB DR ESTIMATE	204-000-955.000	1,000.00
11/20/2024	GEN	42922	HI-TECH SYSTEM SERVICE, INC	COMPUTERS	101-900-970.003	5,239.05
11/20/2024	GEN	42923	KRAFT BUSINESS SYSTEMS	10.18-11.17 CONTRACT	101-101-726.002	537.04
11/20/2024	GEN	42924	MAMC	MEMBERSHIP - L MCMANUS	101-215-965.000	200.00
11/20/2024	GEN	42925	PREMIER OUTDOORS OF TRAVERSE CITY	FALL CLEAN UP	101-265-935.602	1,980.00
11/20/2024	GEN	42926	TRAVERSE CITY LIGHT & POWER	00104659-5	101-448-920.005	21.22
11/20/2024	GEN	42927	U.S. POSTAL SERVICE	POSTAGE	101-101-726.001	2,000.00

TOTAL - ALL FUNDS 441,704.28

--- GL TOTALS ---

101-000-084.861	DUE FROM #861 STREET LIGHTS	1,686.08
101-000-231.000	DEFERRED COMP	1,710.00
101-000-231.001	AFLAC	436.82
101-000-237.000	HSA (FORMERLY FLEX)	712.27
101-000-238.000	UNITED WAY	90.00
101-101-711.030	BENEFITS	3,002.86
101-101-726.000	SUPPLIES	282.23
101-101-726.001	POSTAGE	2,000.00
101-101-726.002	SUPPLIES - COPIER MAINTENANCE	537.04
101-101-901.000	ADVERTISING	340.60

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-171-711.030			BENEFITS			2,167.01
101-172-711.030			BENEFITS			2,546.72
101-172-726.000			SUPPLIES			35.10
101-215-711.030			BENEFITS			2,747.10
101-215-726.000			SUPPLIES			13.47
101-215-965.000			DUES & PUBLICATIONS			200.00
101-228-955.001			COMPUTER NETWORK			159.98
101-253-711.030			BENEFITS			3,542.04
101-253-726.000			SUPPLIES			24.58
101-257-711.030			BENEFITS			3,683.31
101-257-726.000			SUPPLIES			12.29
101-257-726.001			POSTAGE			207.00
101-262-726.000			SUPPLIES			446.23
101-262-901.000			ADVERTISING			114.95
101-265-726.003			SUPPLIES-MAINTANCE			211.00
101-265-850.000			TELEPHONE			770.10
101-265-935.602			LAWN MAINTENANCE			1,980.00
101-265-935.604			RUBBISH REMOVAL			135.92
101-265-935.608			MAINTENANCE-OTHER			436.25
101-301-830.000			POLICE CONTRACT			382,893.00
101-371-711.030			BENEFITS			3,124.04
101-371-726.000			SUPPLIES			16.78
101-371-960.000			EDUCATION & TRAINING			300.00
101-448-920.005			STREET LIGHTS TOWNSHIP			5,920.83
101-701-711.030			BENEFITS			2,386.53
101-702-711.030			BENEFITS			3,498.82
101-704-801.000			LEGAL SERVICES			836.50
101-851-712.001			INSURANCE - LIABILITY			322.00
101-900-970.003			CAPITAL OUTLAY - COMPUTERS			5,239.05
204-000-955.000			LOCAL ROAD CONSTRUCTION			1,000.00
208-000-805.000			CONTRACTED AND OTHER SERVICES			1,362.74
208-000-935.000			MAINTENANCE - MISC, EQUIP			8.98
208-000-970.000			CAPITAL OUTLAY			4,564.06
			TOTAL			441,704.28

2024 APPOINTMENTS

<u>Board</u>	<u>Term</u>	<u>Expires</u>
<u>Planning Commission</u>		
Molly Agostinelli (TB Rep)	4 years	Nov. 20, 2024
Chris DeGood	3 years	Dec. 31, 2024
Robert Fudge	3 years	Dec. 31, 2024
Pat Cline	3 years	Dec. 31, 2025
Joseph McManus	3 years	Dec. 31, 2025
Joe Robertson	3 years	Dec. 31, 2026
John Racine	3 years	Dec. 31, 2026
<u>GT Metro Emergency Services Board</u>		
Chuck Korn	1 year	Dec. 31, 2024
Chris Barsheff	1 year	Dec. 31, 2024
Molly Agostinelli (alternate I)	1 year	Dec. 31, 2024
Denise Schmuckal (alternate II)	1 year	Dec. 31, 2024
<u>Zoning Board of Appeals</u>		
Bob Fudge (PC Rep)	1 year	Dec. 31, 2024
Lynn Fricke	3 years	Dec. 31, 2025
Rick Smith	3 years	Dec. 31, 2025
Kent Rozycki	3 years	Dec. 31, 2026
Scott Swan	3 years	Dec. 31, 2026
Steve Duell (Alternate I)	3 years	Dec. 31, 2024
Fern Spence (Alternate II)	3 years	Dec. 31, 2025
<u>Board of Review</u>		
Cherry Wolf	2 years	Dec. 31, 2024
Jim Chrestensen	2 years	Dec. 31, 2024
Daniel Ladd	2 years	Dec. 31, 2024
<u>Parks and Recreation Commission</u>		
Denise Schmuckal (TB Rep)	1 year	Dec. 31, 2024
Chris DeGood	3 years	Dec. 31, 2024
Andrew Hoort	3 years	Dec. 31, 2026
Chris Remy	3 years	Dec. 31, 2024
Fern Spence	3 years	Dec. 31, 2025
Art Bukowski	3 years	Dec. 31, 2025
Bill Scott	3 years	Dec. 31, 2024

Building Code of Appeals

Dave Chryst	2 years	Dec. 31, 2025
Tom Piehl	2 years	Dec. 31, 2025
Steve Duell	2 years	Dec. 31, 2025
Marc Burkholder	2 years	Dec. 31, 2025
Ben Castiglione	2 years	Dec. 31, 2025

Grand Traverse Commons Joint Planning Commission

Joe McManus	3 years	May 14, 2027
Amy DeHaan	3 years	May 14, 2027
John Racine	3 years	May 14, 2026

City of Traverse City and Charter Township of Garfield Recreational Authority

Michael Groleau	3 years	June 30, 2027
Steve Duell	3 years	June 30, 2025
Tim Hughes	3 years	June 30, 2026

STANDING COMMITTEES (1 Year Term - Expires Dec. 31, 2024)

Personnel Committee

Chris Barsheff	Town Board
Lanie McManus	Town Board
Chuck Korn	Town Board

Building and Grounds Committee

(Township Maint)	Employee Member
Denise Schmuckal	Town Board
Steve Duell	Town Board

Finance Committee

Chuck Korn	Town Board
Lanie McManus	Town Board
Chloe Macomber	Town Board
Betty Tezak	Employee

Elections Committee

Lanie McManus	Town Board
Molly Agostinelli	Town Board
Denise Schmuckal	Town Board

Law Enforcement Committee

Denise Schmuckal
Chuck Korn

Ethics Committee

Chris Barsheff
Denise Schmuckal
Chuck Korn

Code Enforcement Officer

Michael Green
Carl Studzinski
Derek Morton
Sean Kehoe

Grand Traverse County Commission

Chuck Korn
Lanie McManus

Grand Traverse County Road Commission

Chuck Korn

TTCI

Chuck Korn (Policy Board)
John Sych (Technical Committee)

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

RESOLUTION TO AMEND THE BUDGET

RESOLUTION #2024-31-T

BE IT HEREBY RESOLVED, THAT budget amendment to take \$33,500 from the Fund Balance (101-000-380.000) to fund the Township Manager cost center (101-172-000.000), be approved.

Moved:

Supported:

Yeas:

Nays:

Absent and excused:

The Chairman, Joe McManus, declared the motion carried and Resolution 2024-31-T adopted this 26th day of November 2024.

Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, certify the above is a true and correct copy of Resolution 2024-31-T which was adopted by the Township Board of the Charter Township of Garfield on the 26th day of November 2024.

Lanie McManus, Clerk



Engineering
Surveying
Testing &
Operations

3e.

123 West Front
Traverse City, Michigan 49684
231.946.5874
231.946.3703

November 7, 2024

Charter Township of Garfield
Attn: Chuck Korn
2848 Veterans Drive
Traverse City, MI 49684

RE: Britten Expansion –Water Main Relocation
GFA #22243
Close-out & Turnover

Dear Chuck:

The project for the Britten Expansion Water main extension project has been completed. Enclosed please find copies of the following items submitted by the contractor in compliance with the contract documents:

1. One-Year Maintenance Bond
2. Letter of Guarantee
3. Affidavit of Completion/Consent of Surety
4. Bill of Sale
5. Recorded Grant of Easement

The Record Drawings and reports are completed and both paper and USB copies will be delivered to the Grand Traverse County Department of Public Works.

GFA has provided construction oversight for this project and hereby verifies to the best of our knowledge, the contractor has installed the facilities according to the approved plans and specifications. Based on this information, we recommend that the Township accept the facilities.

If you have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,
Gourdie-Fraser, Inc.

Jennifer Graham, P.E.
Director of Engineering

Enclosures

cc: Grand Traverse County DPW
Jim Hirschenberger, Mansfield Land Consultants

AFFIDAVIT OF COMPLETION/CONSENT OF SURETY

Team Elmers

Name of Contractor

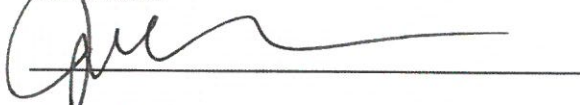
3600 Rennie School Rd, Traverse City, MI 49685

Address of Contractor

being duly sworn, deposes and says that they entered into a Contract with Britten, Inc. on the 2nd day of November, ~~2022~~ 2024 for the Britten, Inc. Project.

Contractor further says that the said Contract has been completed and all indebtedness incurred by him to Subcontractors, Suppliers, and laborers in their employ has been paid in full. Contractor further says that there are no outstanding or pending Claims, Liens or actions in Law involving this Contract. Contractor further says this affidavit is furnished as an inducement to the Owner to make final payment on said Contract.

WITNESSES:



Julia Morse

Print

SIGNED:



Steve Folkersma, PM


Print

Subscribed and sworn to before me this 16th day of September, 2024.

MARYNELL RIPMASTER
NOTARY PUBLIC STATE OF MICHIGAN
COUNTY OF GRAND TRAVERSE
MY COMMISSION EXPIRES 02/04/2029
ACTING IN GRAND TRAVERSE COUNTY
SEAL

Marynell Ripmaster

Print Name



Notary Public Sign

My commission expires: 02/04/2029

CONSENT OF SURETY

We, as Surety on the above-described Contract, hereby give our consent to the payment to the Contractor as indicated.

NAME OF SURETY COMPANY: The Cincinnati Insurance Company

PERFORMANCE AND PAYMENT BOND NO.: B 3281465

Date: September 10, 2024

Signed: 

Name: Marcia J Miller, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert G. Chapman; David G. Chapman; Nathan G. Chapman; Marcia J. Miller;
Cloyd W. Barnes; Curtis M. Peterson; Ryan Peterson and/or Nicole Andries

of Lansing, Michigan

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 10th day of September, 2024



Ed H.

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bond No B3281465

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Elmer's Crane and Dozer Inc, 3600 Rennie School Road, Traverse City, MI 49685

as Principal and THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with principal office at Cincinnati, Ohio, as Surety, are held and firmly bound unto

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

(hereinafter called the Obligee), in the penal sum of One Hundred Eighty Thousand Eighty Seven and no/100- (\$180,087.00)

Dollars, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated this 11th day of September 2024

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee above named for Britten Water Main Service and,

WHEREAS, the work called for under said contract, once completed and accepted by said Obligee;


NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if said Principal shall, for a period of one year(s) from the date of completion and Owner acceptance of the project, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period, aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its Home Office in the City of Cincinnati, Ohio, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default, and that no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Elmer's Crane and Dozer Inc

(Principal)

(Seal)

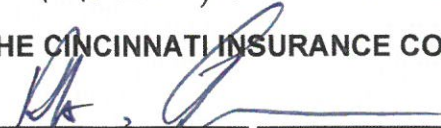


Steve Follersma, PM

(Title)

THE CINCINNATI INSURANCE COMPANY

By:



Robert G Chapman, Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert G. Chapman; David G. Chapman; Nathan G. Chapman; Marcia J. Miller;
Cloyd W. Barnes; Curtis M. Peterson; Ryan Peterson and/or Nicole Andries

of Lansing, Michigan

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 11th day of September, 2024



Ed [Signature]

LETTER OF GUARANTEE

DATE: 09-16-2024

OWNER: Britten Inc.

2322 Cass Road

Traverse City, MI 49684

PROJECT: Britten Site Improvements

Garfield Twp., Grand Traverse Co., Traverse City

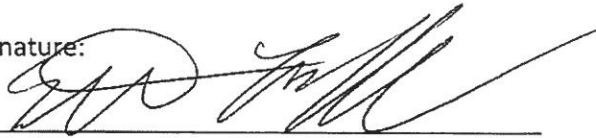
To Whom It May Concern:

As the Contractor for this Project, I hereby guarantee all materials and equipment furnished and all work performed on this Project including any restoration Work necessary to be repaired or replaced.

With respect to this Project, to our personal knowledge, all payments have been made and there are no Liens on said system.

This guarantee will remain in effect for a period of one (1) year from the date of acceptance by the Municipality.

Signature:



(Contractor)

Title: Steve Folkersma, Project Manager

(Please Print or Type)

Company Name:

Elmer's Crane and Dozer, Inc.

(Please Print or Type)

Address:

3600 Rennie School Rd

Traverse City, MI 49685



DocId:8424172

Tx:4268241

2024R-13696

STATE OF MICHIGAN

GRAND TRAVERSE COUNTY

RECORDED 11/06/2024 03:57:05 PM

PEGGY HAINES REGISTER OF DEEDS

PAGE 1 OF 7

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: Britten, Inc., (Grantor), whose address is 2322 Cass Road, Traverse City, MI 49684 for and in consideration of One Dollar and 00/100 cents (\$1.00) grants and conveys to the Township of Garfield, a Michigan municipal corporation, (Grantee), whose address is 3848 Veterans Dr., Traverse City, Michigan 49684, and the successors and assigns of Grantee, a non-exclusive easement for the purposes of laying constructing, maintaining, operating, repairing, substituting, removing, enlarging, inspecting and replacing public and private utilities, through, along and across the following described property:

Situated in the Township of Garfield, County of Grand Traverse, State of Michigan, to wit:

WATER MAIN EASEMENT DESCRIPTION:

A 20-FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER MAIN AND ITS APPURTENANCES IN PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN BEING 10 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 22; THENCE N01° 01' 39"E, 835.84 FEET ALONG THE NORTH-SOUTH QUARTER LINE OF SECTION 22; THENCE S88° 58' 21"E, 33.00 FEET TO THE EASTERN RIGHT-OF-WAY OF CASS ROAD AND TO THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE N89° 02' 35"E, 16.91 FEET; THENCE N79° 49' 36"E, 35.61 FEET; THENCE N40° 21' 41"E, 83.95 FEET; THENCE S88° 42' 26"E, 137.00 FEET; THENCE S05° 59' 33"W, 18.90 FEET; THENCE S52° 07' 16"W, 41.94 FEET; THENCE S09° 55' 43"W, 27.23 FEET; THENCE N09° 55' 43"E, 27.23 FEET; THENCE N52° 07' 16"E, 41.94 FEET; THENCE N05° 59' 33"E, 18.90 FEET; THENCE N09° 59' 21"E, 137.77 FEET; THENCE N06° 26' 20"E, 160.95 FEET; THENCE N38° 12' 44"W, 23.86 FEET; THENCE N77° 29' 52"W, 17.65 FEET; THENCE S77° 29' 52"E, 17.65 FEET; THENCE S38° 12' 44"E, 23.86 FEET; THENCE S06° 26' 20"W, 160.95 FEET; THENCE S88° 58' 19"E, 452.36 FEET; THENCE S44° 24' 34"E, 62.03 FEET; THENCE S01° 52' 43"W, 131.24 FEET; THENCE N01° 52' 43"E, 131.24 FEET; THENCE N44° 24' 34"W, 62.03 FEET; THENCE S88° 58' 19"E, 5.51 FEET; THENCE N01° 01' 23"E, 52.22 FEET; THENCE N34° 58' 18"E, 92.55 FEET; THENCE N34° 58' 18"E, 4.86 FEET; THENCE N13° 09' 57"E, 26.27 FEET; THENCE S13° 09' 57"W, 26.27 FEET; THENCE S34° 58' 18"W, 4.86 FEET; THENCE N41° 03' 49"W, 78.18 FEET; THENCE N00° 21' 09"E, 195.12 FEET; THENCE N89° 48' 22"W, 77.20 FEET; THENCE S89° 48' 22"E, 77.20 FEET; THENCE N02° 49' 26"E, 79.28 FEET; THENCE N19° 53' 03"E, 105.18 FEET; THENCE N03° 49' 48"E, 33.02 FEET; THENCE N42° 09' 42"W, 9.69 FEET; THENCE N03° 45' 03"E, 7.41 FEET TO THE POINT OF ENDING OF SAID EASEMENT CENTERLINE.

Subject of other easements or restrictions, if any.

Together with the right of ingress and egress to, from and over said lands, and subject to other easements or restrictions, if any.

The Grantee shall replace and restore the property to the condition in which it is found whenever any construction or maintenance occurs within the easement area. Grantee shall not be responsible for replacing any trees or vegetation in the easement area that are disturbed as a result of construction or maintenance. Grantors agree that no buildings or other structures will be placed within the boundaries of said easement, and Grantor shall not plant any trees or vegetation in the easement that interfere with Grantees rights under this easement. Grantee shall have the right to remove any buildings, fences, structures, trees or vegetation placed within the easement and Grantor shall be responsible for the cost of such removal.

This easement and associated rights and restriction are granted in perpetuity.

Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so, and shall include the heirs, successors and assigns of the parties hereto.

The word "easement", as used herein, shall be deemed to be plural when required to be so.

The rights, obligations and restrictions under this Grant of Easement shall run with the land of Grantors and shall be binding on the successors and assigns of Grantors.

SEE ATTACHED BILL OF SALE

PREPARED BY,
MOLLO, C.

830 COTTAGE VIEW DR. #
SUITE 201
TRAVERSE CITY, MI
49685

Dated this 18th day of OCTOBER, 2024

Paul Britten
Grantor Signature

Paul Britten
Grantor Printed

PRESIDENT OF BRITTEN INC
Grantor Title

STATE OF MICHIGAN
COUNTY OF Grand Traverse

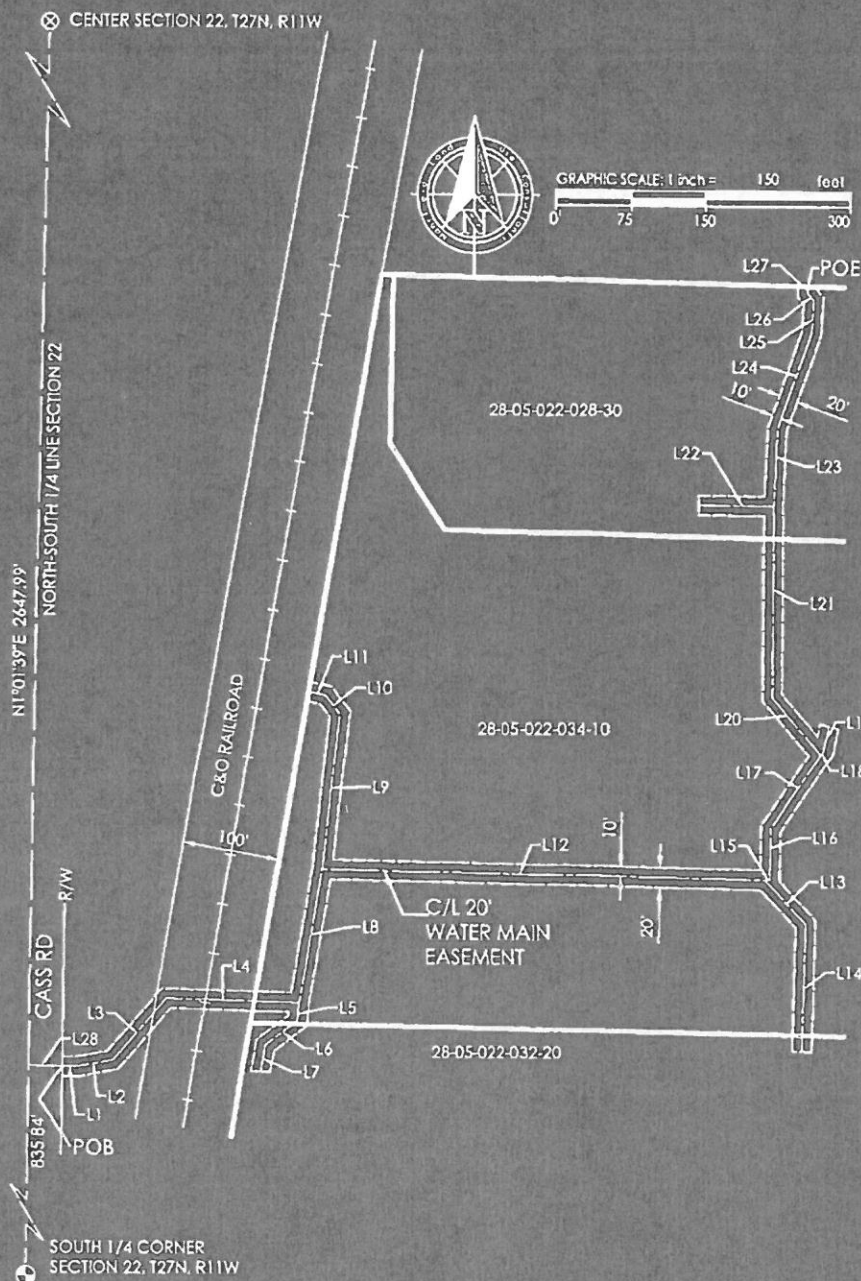
Acknowledged before me in on the 18th day of October, 2024
by Paul Britten, Grantors

Jessica Gray
Notary Public:
Grand Traverse County, Michigan

My Commission Expires: 10/23/2028

JESSICA GRAY
NOTARY PUBLIC - MICHIGAN
GRAND TRAVERSE COUNTY
ACTING IN THE COUNTY OF Grand Traverse
MY COMMISSION EXPIRES 10/23/2028

WATER MAIN EASEMENT EXHIBIT



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89° 02' 35"E	16.91'
L2	N79° 49' 36"E	35.61'
L3	N40° 21' 41"E	83.95'
L4	S88° 42' 26"E	137.00'
L5	S5° 59' 33"W	18.90'
L6	S52° 07' 16"W	41.94'
L7	S9° 55' 43"W	27.23'
L8	N9° 59' 21"E	137.77'
L9	N6° 26' 20"E	160.95'
L10	N38° 12' 44"W	23.86'
L11	N77° 29' 52"W	17.65'
L12	S88° 58' 19"E	452.36'
L13	S44° 24' 34"E	62.03'
L14	S1° 52' 43"W	131.24'
L15	S88° 58' 19"E	5.51'
L16	N1° 01' 23"E	52.22'
L17	N34° 58' 18"E	92.55'
L18	N34° 58' 18"E	4.86'
L19	S13° 09' 57"W	26.27'
L20	N41° 03' 49"W	78.18'
L21	N0° 21' 09"E	195.12'
L22	N89° 48' 22"W	77.20'
L23	N2° 49' 26"E	79.28'
L24	N19° 53' 03"E	105.18'
L25	N3° 49' 48"E	33.02'
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WATER MAIN EASEMENT DESCRIPTION:

A 20-FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER MAIN AND ITS APPURTENANCES IN PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN BEING 10 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS:
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P:\Land Projects\2020\20125 - Britten\dwg\Survey\20125WaterEasL.dwg (8x14 Sketch) - Aug 18, 2024 9:07am - MKG

Mansfield
 Land Use Consultants
 Planners • Civil Engineers • Surveyors

PO Box 4015
 830 Cottageview Dr., Suite 201
 Traverse City, MI 49685
 Ph: (231) 946-9310
 Fax: (231) 946-8926
 www.mancps.com

Britten Inc.

Part of the SE 1/4
 Section 22, T27N, R11W
 Garfield Township, Grand Traverse County, Michigan

DRN MKG CKD MKG
 8/16/2024
 20125
 SHT 1 OF 1

BILL OF SALE

Britten, Inc., whose address is 2322 Cass Road, Traverse City, MI 49684 (herein referred to as "Seller") for and in consideration of One (\$1.00) Dollar, the adequacy and receipt of which is acknowledged, does hereby grant, dedicate, transfer and deliver to Garfield Township, whose address is 3848 Veterans Dr., Traverse City, Michigan 49684, (herein referred to as the "Township"), all sanitary sewer, water main and appurtenances as shown on the attached drawings that are in, over, upon and under the real estate more fully described as:

WATER MAIN EASEMENT DESCRIPTION:

A 20-FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER MAIN AND ITS APPURTENANCES IN PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN BEING 10 FEET EACH SIDE OF A CENTERLINE DESCRIBED AS:

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Seller hereby warrants and certifies to the Township that the Improvement has been acquired, constructed, and completed in accordance with the Plans and Specifications developed by Grand Traverse County for the improvement previously approved by the Township, and that no claim, action, or liability exists with respect to the improvement and its construction and installation.

Seller further warrants and represents to the Township that it is the lawful owner of the improvement, and that the improvement is free of all liens and encumbrances of any kind. Seller further represents that it has the authority to transfer the improvement. All warranties and guarantees pertaining to the

improvement are hereby assigned and transferred to the Township.

Sellers:

Britten, Inc.

By: Paul Britten _____
Signature

By: PAUL BRITTEN _____

Its: PRESIDENT OF BRITTEN INC. _____
Title

STATE OF MICHIGAN

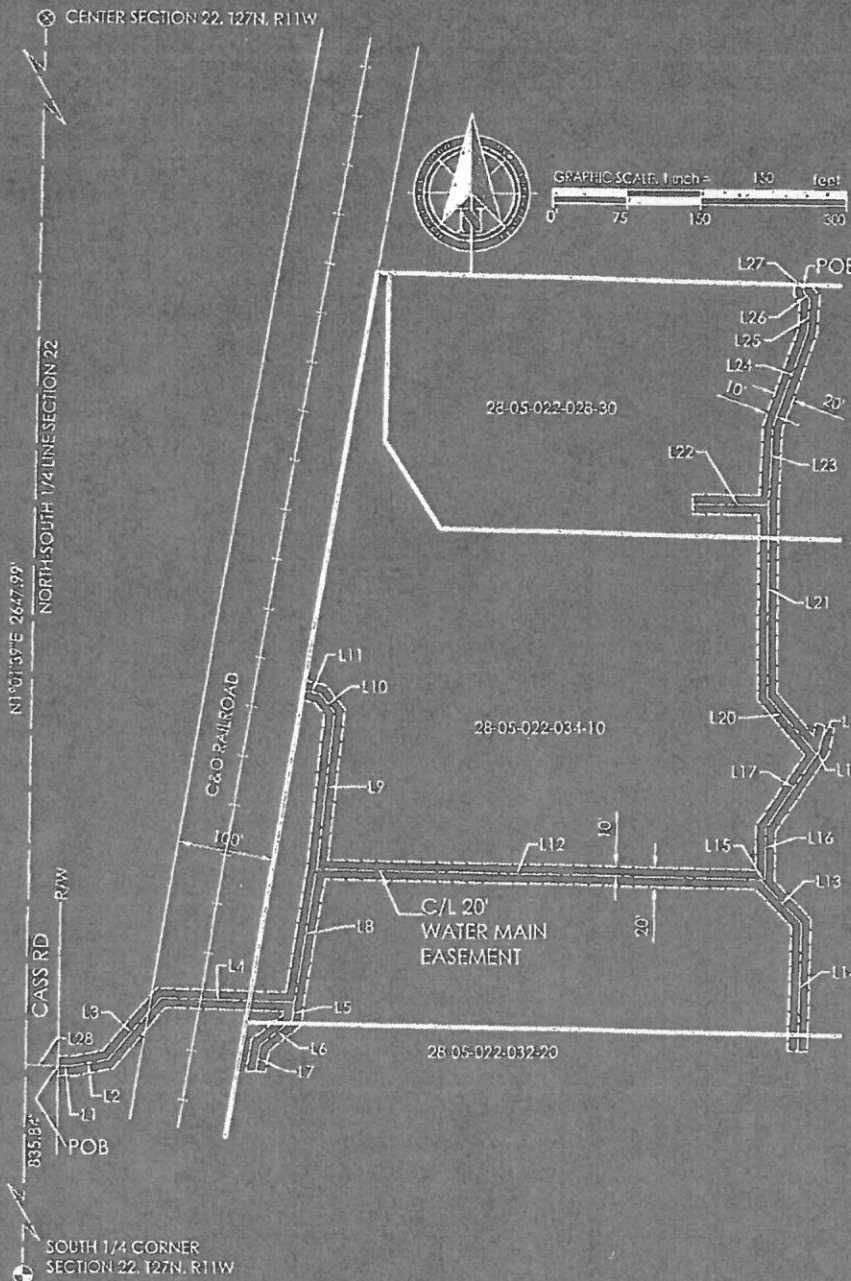
COUNTY OF Grand Traverse _____

Acknowledged before me this 18th day of October, 2024 by Paul Britten

Jessica Gray _____
Notary Public

JESSICA GRAY
NOTARY PUBLIC - MICHIGAN
GRAND TRAVERSE COUNTY
ACTING IN THE COUNTY OF Grand Traverse
MY COMMISSION EXPIRES 10/23/2028

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<p>Mansfield Land Use Consultants Planners • Civil Engineers • Surveyors</p>	<p>PO Box 4015 530 Cottageview Dr., Suite 201 Traverse City, MI 49685 Ph: (231) 946-9310 Fax: (231) 946-8926 www.mansfield.com</p>	Britten Inc.	DRN MKG
		<p>Part of the SE 1/4 Section 22, T27N, R11W Garfield Township, Grand Traverse County, Michigan</p>	

AFFIDAVIT OF COMPLETION/CONSENT OF SURETY

Team Elmers

Name of Contractor


3600 Rennie School Rd, Traverse City, MI 49685

Address of Contractor

being duly sworn, deposes and says that they entered into a Contract with Britten, Inc. on the 2nd day of November, 2024 for the Britten, Inc. Project.

Contractor further says that the said Contract has been completed and all indebtedness incurred by him to Subcontractors, Suppliers, and laborers in their employ has been paid in full. Contractor further says that there are no outstanding or pending Claims, Liens or actions in Law involving this Contract. Contractor further says this affidavit is furnished as an inducement to the Owner to make final payment on said Contract.

WITNESSES:



Julia Morse
Print

SIGNED:



Steve Folkersma, PM
Print

Subscribed and sworn to before me this 16th day of September, 2024.

MARYNELL RIPMASTER
NOTARY PUBLIC STATE OF MICHIGAN
COUNTY OF GRAND TRAVERSE
MY COMMISSION EXPIRES 02/04/2029
ACTING IN GRAND TRAVERSE COUNTY
SEAL

Marynell Ripmaster
Print Name



Notary Public Sign

My commission expires: 02/04/2029

CONSENT OF SURETY

We, as Surety on the above-described Contract, hereby give our consent to the payment to the Contractor as indicated.

NAME OF SURETY COMPANY: The Cincinnati Insurance Company

PERFORMANCE AND PAYMENT BOND NO.: B 3281465

Date: September 10, 2024

Signed: 

Name: Marcia J Miller, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert G. Chapman; David G. Chapman; Nathan G. Chapman; Marcia J. Miller;
Cloyd W. Barnes; Curtis M. Peterson; Ryan Peterson and/or Nicole Andries

of Lansing, Michigan

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 10th day of September, 2024



Ed H.

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bond No B3281465

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Elmer's Crane and Dozer Inc, 3600 Rennie School Road, Traverse City, MI 49685

as Principal and THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with principal office at Cincinnati, Ohio, as Surety, are held and firmly bound unto

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

(hereinafter called the Obligee), in the penal sum of One Hundred Eighty Thousand Eighty Seven and no/100- (\$180,087.00)

Dollars, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


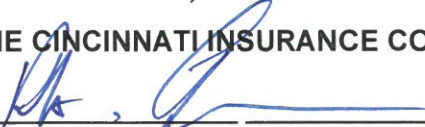
Dated this 11th day of September 2024

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee above named for Britten Water Main Service and,

WHEREAS, the work called for under said contract, once completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if said Principal shall, for a period of one year(s) from the date of completion and Owner acceptance of the project, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period, aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its Home Office in the City of Cincinnati, Ohio, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default, and that no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Elmer's Crane and Dozer Inc
(Principal) (Seal)

Steve Folkersma, PM (Title)
THE CINCINNATI INSURANCE COMPANY
By: 
Robert G Chapman, Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Robert G. Chapman; David G. Chapman; Nathan G. Chapman; Marcia J. Miller;
Cloyd W. Barnes; Curtis M. Peterson; Ryan Peterson and/or Nicole Andries

of Lansing, Michigan

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

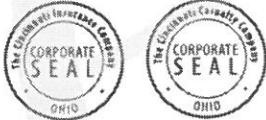
Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 11th day of September, 2024



Ed R.

Contractor's Application for Payment No. 4

Application Period: 8/15/2024-9/15/2024	Application Date: 11/5/2024	4
To (Owner): GARFIELD TOWNSHIP	Via (Engineer): GOURDIE-FRASER, INC.	JENNIFER GRAHAM, PE
Project: STONERIDGE PRV	Contractor: ELMER'S CRANE AND DOZER	123 W FRONT STREET TRAVERSE CITY, MI 49684
Owner's Contract No.: 530301	Contractor's Project No.: 530301	Engineer's Project No.: 19135

**Application For Payment
Change Order Summary**

Approved Change Orders Number	Additions	Deductions	
CO #1	\$15,400.00		
TOTALS	\$15,400.00		\$15,400.00
NET CHANGE BY CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE.....	\$ 731,680.00
2. Net change by Change Orders.....	\$ 15,400.00
3. Current Contract Price (Line 1 ± 2).....	\$ 747,080.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 727,135.00
5. RETAINAGE:	
a. 10% X \$727,135.00 Work Completed.....	\$ 72,713.50
b. 10% X _____ Stored Material.....	\$ 72,713.50
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 145,427.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 601,663.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 312,717.45
8. AMOUNT DUE THIS APPLICATION.....	\$ 288,945.55
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 592,658.50

Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment. (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	Contractor Signature By: _____ Date: _____
---	--

Payment of \$ _____ Three Thousand Nine Hundred and Eighty Five Dollars and Sixty Five Cents (Line 8 or other - attach explanation of the other amount)	
is recommended by: _____ (Engineer)	9/22/2024 (Date)
Payment of \$ _____ Three Thousand Nine Hundred and Eighty Five Dollars and Sixty Five Cents (Line 8 or other - attach explanation of the other amount)	
is approved by: _____ (Owner)	(Date)
Approved by: _____ Funding or Financing Entity (if applicable)	(Date)



Contractor's Application for Payment No. FINAL

Application Period: 9/16/2024-10/2/2024	Application Date: 11/5/2024		
From (Contractor): ELMERS CRANE AND DOZER 3600 RENNIE SCHOOL RD TRAVERSE CITY, MI 49685	Via (Engineer): GOURDIE-FRASER, INC. 123 W FRONT STREET TRAVERSE CITY, MI 49684		
Contractor's Project No.: 530301	Engineer's Project No.: 19135		

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions	
CO #1	\$10,885.00		
TOTALS			
		\$10,885.00	
NET CHANGE BY CHANGE ORDERS		\$10,885.00	

1. ORIGINAL CONTRACT PRICE..... \$ 731,680.00
2. Net change by Change Orders..... \$ 10,885.00
3. Current Contract Price (Line 1 ± 2)..... \$ 742,565.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 742,565.00
5. RETAINAGE:
 - a. 5% Work Completed..... \$
 - b. 10% Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 742,565.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 654,421.50
8. AMOUNT DUE THIS APPLICATION..... \$ 88,143.50
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$

Contractor's Certification

The undersigned Contractor certifies, to the best of his knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrance); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Date: 11/7/24

Payment of: \$ Eighty Eight Thousand One Hundred and Forty Three Dollars and Fifty Cents
(Line 8 or other - attach explanation of the other amount)

is recommended by: (Date) 11/7/2024
(Engineer)

Payment of: \$ Eighty Eight Thousand One Hundred and Forty Three Dollars and Fifty Cents
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____
(Owner)

Approved by: _____ (Date) _____
Funding or Financing Entity (if applicable)

Progress Estimate - Unit Price Work

Contractor's Application

#####

For (Contract):		3600 RENNIE SCHOOL RD		TRAVERSE CITY, MI 49685		Application Number:		FINAL							
Application Period:		9/16/2024-10/2/2024				Application Date:		11/5/2024							
A		B				C		D		E		F		G	
Bid Item No.	Item Description	Contract Information			Value of Work		Value of Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	Balance to Finish (B + F)						
		Item Qty	Units	Unit Price	Total Value of Item (\$)	Qty Instd Prev				Value of Work Instd Prev					
	CEDAR RUN PRV														
1	Mobilization	LS	1	\$40,570.00	\$40,570.00	1	\$40,570.00	\$40,570.00						100.0%	
2	Traffic Control	LS	1	\$5,991.00	\$5,991.00	1	\$5,991.00	\$5,991.00						100.0%	
3	Tapping Sleeve & Valve, 12"	EA	2	\$8,675.00	\$17,350.00	2	\$17,350.00	\$17,350.00						100.0%	
4	Insertion Valve, 12"	EA	1	\$12,500.00	\$12,500.00	1	\$12,500.00	\$12,500.00						100.0%	
5	Water Main, Ductile Iron, 12"	LF	35	\$300.00	\$10,500.00	35	\$10,500.00	\$10,500.00						100.0%	
6	Pressure Reducing Station	LS	1	\$598,159.00	\$598,159.00	1	\$598,159.00	\$598,159.00						100.0%	
7	Telemetry Allowance	LS	1	\$23,110.00	\$23,110.00	1	\$23,110.00	\$23,110.00						100.0%	
8	Electrical Allowance	LS	1	\$9,000.00	\$9,000.00	0.495	\$4,455.00	\$9,000.00	\$4,545.00					100.0%	
9	Restoration	LS	1	\$6,000.00	\$6,000.00	1	\$6,000.00	\$6,000.00						100.0%	
10	Abandon PRV Station - Stone Ridge	LS	1	\$8,500.00	\$8,500.00	1	\$8,500.00	\$8,500.00						100.0%	
	CO #1	LS	1	\$10,885.00	\$10,885.00	1	\$10,885.00	\$10,885.00						100.0%	
Totals									\$15,430.00				\$742,565.00		100.0%

Chris Barsheff
5475 North Liberty Drive
Traverse City, MI 49685
csbarsheff@gmail.com

November 19, 2024

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

Dear Township Trustees:

In the general election on November 5, 2024, I received a sufficient number of votes to be elected to the office of Garfield Township Trustee for the term beginning on November 20, 2024. Due to my current position of manager at the township, I am writing to inform you that I am declining to fill the Trustee office position effective November 20, 2024 at 4:00pm.

It has been a great pleasure working with the past board and serving our community in that capacity. Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Barsheff", written in a cursive style.

Chris Barsheff

Dates & Locations

Can't make the date? Register for the online option for access to a recorded class plus a live online Q&A specific to your office.

- Dec. 10:** Delta Hotels Muskegon Conference Center
939 Third Street, Muskegon (231) 722-0100
- Dec. 11:** Lansing Community College West Campus
5708 Cornerstone Dr., Lansing (517) 483-9300
- Dec. 12:** Delta Hotels Kalamazoo Conference Center
2747 S. 11th St., Kalamazoo (269) 375-6000
- Dec. 17:** Bavarian Inn Lodge
One Covered Bridge Lane, Frankenmuth (989) 652-7200
- Dec. 18:** Eagle Pointe Plaza
415 E. Main St., Hale (989) 728-2811
- Dec. 19:** Crystal Mountain Resort
12500 Crystal Mountain Dr., Thompsonville (855) 995-5146
- Jan. 6:** Memorial Union at Michigan Tech
1503 Townsend Dr., Houghton (906) 487-2543
- Jan. 7:** Island Resort Conference Center
W399 Hwy. 2 & 41, Harris (906) 466-2941
- Jan. 8:** Kewadin Conference Center
2186 Shunk Rd., Sault Ste. Marie (906) 632-0530
- Jan. 14:** Blue Water Convention Center
800 Harker St., Port Huron (810) 201-5513
- Jan. 15:** Treetops Resort Conference Center
3962 Wilkinson Rd., Gaylord (866) 348-5249
- Jan. 16:** Comfort Inn & Suites Conference Center
2424 S. Mission, Mt. Pleasant (989) 572-0473
- Jan. 17:** Morris Lawrence Bldg., Washnaw Comm. College
4800 E. Huron River Dr., Ann Arbor (734) 677-5060

Lodging and special needs: Refer to your confirmation email for lodging info. Participants with special needs (dietary, accessibility) should call MTA at (517) 321-6467, ext. 230 or email kristin@michigantownships.org at least two weeks in advance.

Cancellations & substitutions Written cancellation requests received at the MTA office at least two weeks before the event will receive a full refund. After that date, registrations will be converted to online access. No refunds will be issued thereafter without extenuating circumstances. You may substitute another individual from your township without incurring a charge; please notify MTA of the change.

Help your newest
board members succeed!
Send them to MTA's
New Officials Training.

512 Westshire Drive
P.O. Box 80078
Lansing, MI 48908-0078



Prstt Std.
US Postage
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Lansing, MI
Permit #765



New Officials Training

A full-day event designed to help
your township's newly elected officials
hit the ground running!

5.c.

Welcome to Township Government

Upon taking the oath of office as a township official, you are assuming multiple responsibilities, requiring a unique combination of leadership, decision-making and administration, as well as an understanding of statutory requirements. *How do you bring fresh perspectives to the board, while valuing the work of veteran board members? What are the crucial functions you need to perform right now for your specific office?*

This full-day event can help you start out on the right foot! Designed to build on your abilities and understanding of township government, this program enables you to successfully represent and serve your residents while shaping your community's future. We'll review the "hows and whys" of township government, and explore the duties and responsibilities of a township board—and your role.

Continental breakfast and check-in begins at 8:30 a.m. Topics discussed in the morning (9 a.m. to noon) include:

- **The Importance of Advocacy:** Why it's essential, what tools you can use and how you can make a difference.
- **What Townships Do—and Don't Do:** Every township's required government functions, plus the optional "do's" and the "don'ts."
- **Who's in Charge (and What Did I Get Myself Into)?:** How township boards work.
- **Public vs. Private:** You're the government, using public money—what are the rules? What is your "fiduciary" responsibility?
- **Township Revenues:** How does a township pay for government programs and services?

After lunch (included with your registration), join the breakout session (1 to 4 p.m.) geared for your office:

- **Clerks:** records, minutes, notices, financial administration and reporting, accounts payable, elections and additional duties
- **Supervisors:** meeting management, ordinances, lawful expenditures, budgets, township administration, overseeing assessing and risk management
- **Treasurers:** financial administration, internal controls and reporting, defining the types of financial institutions and investments townships may use, receiving/receiving money and other tax collecting duties (MTA offers separate, in-depth tax collection training, Treasurers Guide to Tax Collection, in November. Visit bit.ly/MTALearning for details. Did you miss it? Visit <https://learn.michigantownships.org> for online options.)
- **Trustees:** Understanding your role (hint: all board members are "trustees" at the head table), including budgeting, decision-making, and fiduciary responsibility (looking out for the township's best interests)

Register today and watch your email for additional details. Your registration confirmation will include location details, lodging information, and everything you need to know before you go! Can't wait? Visit bit.ly/MTALearning for more.

Can't make the date nearest you? There's an online option, too! Watch a recorded class (available Dec. 20), then join us online for a live Q&A to get your questions answered in real time. We'll begin at 10 a.m. as follows:

Clerks: Jan. 27 **Supervisors:** Jan. 28 **Treasurers:** Jan. 29 **Trustees:** Jan. 30

Continue the learning with MTA publications: Members save up to 20% off books when purchased with registrations. Books are distributed onsite or shipped to online attendees. (Joining us online? Please add shipping \$6 per Basics, \$10 per Essentials.)

OPTION 1: Township Basics package

(\$94.50 discounted rate)

Officials Guide to Township Government (specific to your office), *Authorities & Responsibilities of Michigan Townships* and *Introduction to Township Board Meetings*

OPTION 2: Township Essentials collection

(\$230 discounted rate)

Includes resources offered in the *Township Basics* package PLUS *Building a Better Budget*, *Introduction to the Freedom of Information Act*, *The Township Guide to Planning & Zoning* and *Policy Matters!*



New Officials Training

Which location will you attend?

- Dec. 10: Muskegon
- Dec. 11: Lansing
- Dec. 12: Kalamazoo
- Dec. 17: Frankenmuth
- Dec. 18: Hale
- Dec. 19: Thompsonville
- Online option

- Jan. 6: Houghton
- Jan. 7: Harris
- Jan. 8: Sault Ste. Marie
- Jan. 14: Port Huron
- Jan. 15: Gaylord
- Jan. 16: Mt. Pleasant
- Jan. 17: Ann Arbor

Township & County _____

Name & Title _____ Purchase Books? Basics Essentials

Email address _____

Name & Title _____ Purchase Books? Basics Essentials

Email address _____

Confirmations will be emailed to individual registrants. To add or update an email, contact MTA at (517) 321-6467, ext. 231 or email database@michigantownships.org

- ▶ **Online Rate:** \$150/person
- ▶ **In Person Early Rate:** \$150/person Expires 2 weeks prior to event
- ▶ **In Person Regular Rate:** \$180/person Applies 2 weeks prior to event

For in person on-site registration, as space allows, add \$20

_____ (# registered) x \$ _____ (rate*) = \$ _____
 _____ (# of Basics) x (\$94.50*) = \$ _____
 _____ (# of Essentials) x (\$230*) = \$ _____

Joining us online? Add shipping for books: \$6 per Basics, \$10 per Essentials

AMOUNT ENCLOSED = \$ _____

*Rate applies to MTA members. Non-members, call for rates.

Payment options

- Check enclosed (payable to MTA)
- Invoice my township (members only)
- Charge to: (circle one) MasterCard VISA

Card # _____ CSV (3-digit code) _____ Expires _____

Print Card Holder's Name _____ Signature _____

To register, send completed form to MTA

Mail to P.O. Box 80078, Lansing, MI 48908-0078

Register online at <https://bit.ly/MTALearning>

fax to (517) 321-8908 or email rebecca@michigantownships.org.

For registration assistance, call (517) 321-6467, ext. 226.