

REGULAR MEETING
PROPOSED AGENDA
OCTOBER 9, 2023

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Conflict of Interest
5. Public Comment
6. 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 public, board, or staff may ask that any item of the consent calendar be removed and placed elsewhere on the agenda for full discussion.

Department Reports:

Treasurer
Planning/Zoning
Fire Report
Harbormaster Report
Post Audit Invoices 9-15-23 through 9-30-23

Committee Reports:

Minutes:

9-11-23

7. Agenda Approval
8. Reports/Presentations
 - a. Supervisor Remarks
 - b. Trustee Remarks
 - c. Engineer's Report
 - d. Other Officer Remarks
 - e. Communications from the Clerk
9. Old Business
10. New Business
 - a. Timberlee Water Update
 - b. Marina Phase III Costs Update
 - c. Nauticat Request/Winter Storage
 - d. Marina Seasonal Rates
 - e. Budget Amendment
 - f. Metro Act right of Way Permit Extension/AT&T
 - g. Health Insurance Renewal
 - h. Security Camera Contract
 - i. Parks and Recreation Appointment – Township Board Designee
11. Payment of Invoices
12. Extended Public Comment
13. Adjournment

Treasurer's Report reflects
bank account balances

Treasurer's Report

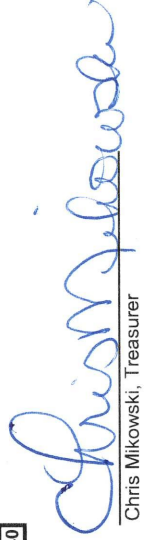
SEPTEMBER 2023

LIQUIDITY PORTAL INVESTMENTS

	<u>RUNNING BALANCE</u>	<u>OPENING VALUE</u>	<u>DIVIDEND AMOUNT</u>
#101 General Fund	\$ 187,606.85	\$ 1,059,566.58	\$ 4,556.66
#203 Metro Authority	\$ 71,365.27		
#206 Fire Fund	\$ 104,906.88	\$ 733,335.63	\$ 3,261.80
#207 Police	\$ 33.46		
#590 Sewer CD Mat May 2018	\$ 207,336.87	\$ 809,944.53	\$ 3,464.01
#591 Timberlee H20	\$ 151,373.32	\$ 285,919.45	\$ 1,231.94
#592 Greilickville H20	\$ 84,352.13	\$ 109,020.60	\$ 469.75
#594 Marina	\$ 115,301.84	\$ 1,663,744.83	\$ 7,195.75
#701 Trust & Agency	\$ 1,715.26		
#703 Current Tax	\$ 259,084.74		
#815 E. Timberwoods	\$ 0.00		
#816 GSAD Receivable	\$ 15,010.21		
#817 SBlue & Old Orch	\$ 0.00		
#818 Old Orchard	\$ 0.00		
#820 Maintenance E.R. Rds	\$ 13,113.12		
#821 Maintenance S.B. Rds	\$ 6,488.90		
#861 Bayview Estates Lights	\$ 2,485.85		
TOTAL	\$ 1,220,174.70	\$ 4,661,531.62	\$ 20,179.91

<u>INVESTMENT ACCOUNTS CD's</u>	<u>PURCHASED AMOUNT</u>	<u>CURRENT VALUE</u>
#101 Goldman Sachs	\$200,000.00	\$ 195,850.00
#101 SYNCHRONY BK	\$202,000.00	\$ 200,438.54
#101 FIDELITY GOV MIMKT DAILY		\$ 9,564.98
#590 Ally Bank	\$250,000.00	\$ 245,045.00
#590 Morgan Stanley	\$150,000.00	\$ 148,426.50
#590 BMW BK	\$131,000.00	\$ 129,987.37
BOND INTEREST		\$ 24,472.24
#594 JP Morgan Chase	\$ 157,000.00	\$ 156,720.54

TOTAL	\$ 1,110,505.17
GRAND TOTAL	\$ 7,012,391.40



Chris Mikowski, Treasurer

Connie M. Preston, Clerk

To: Elmwood Township Board
From: Sarah Clarren, Planner/Zoning Administrator
RE: September 2023 Planning and Zoning Report

PERMITS:	9/2023	9/2022	YTD 2023	YTD 2022
Single Family Dwelling	2	2	10	23
Attached SFD	0	0	0	0
Accessory Building	0	1	3	12
AG Building	0	0	3	0
Residential Addition	2	1	7	4
Deck	1	0	8	7
Sign	1	2	3	5
Commercial	1	0	4	2
Misc.	1	0	9	10
Total Permits	8	6	48	63
Fees Collected	\$925	\$624.84	\$5,063.21	\$5,190.84

Zoning Board of Appeals:

September 6, Regular Meeting. Scheduled, but cancelled. Scheduled hearing was re-noticed in accordance with Zoning Enabling Act and re-scheduled for 10/11.

October 11, Special Meeting. 1) Case #2023-05 Request by Stephen Earl regarding property at 10945 S West-Bay Shore Dr, Parcel #45-004-016-039-00 for a 10-foot water’s edge setback variance to remove and replace rear deck in same location, 2) Case # 2023-06 Request by TCWC Holding Company LLC at 9432 S Center Hwy, Parcel #45-004-008-009-20 for a 10-foot height variance to construct a 45-foot-high portion of the building for equipment used in distillation in the Agricultural-Rural Zoning District. Maximum height allowed is 35 feet per section 5.4 of the Elmwood Township Zoning Ordinance.

Planning Commission:

September 5, Special Workshop Meeting. Continued discussion on reintroduction of Special Event Facilities within the A-R Zoning District.

September 26, Rescheduled Regular Meeting. 1) Extension Request for TC Whiskey for SUP 2022-05. (Distillery Tasting Room, visitor’s center, and offices) at 9432 S Center Hwy – *1-year extension granted*, 2) SPR 2023-09 (no public hearing required) for Gallagher Farms Distillery at 0 Lincoln Rd (Parcel 45-004-030-001-00) – *approved, with conditions*, 3) SPR/SUP 2023-10 Introduction for Farm Club Expansion at 10051 S Lake Leelanau Dr (Uses: Agricultural Commercial Enterprise (Farm Market), Microbrewery) – *Public Hearing scheduled for next regularly scheduled meeting*, 4) Review Capital Improvement Plan – *Public Hearing scheduled for next regularly scheduled meeting*

October 24, Rescheduled Regular Meeting. Agenda not yet finalized, but will include the above referenced Public Hearings.

Office Updates:

STRs. Township has issued 93 of 93 licenses. Ten applications on waitlist (as of 10/2/23). Renewal season runs from 10/1 – 10/31.

Conference. ZA will be attending MI Planning Conference 10/4-10/6.

Elmwood Township Marina

Peter J Moon Harbormaster

10090 E. Lincoln Road Traverse City MI 49684 - elmwoodmarina@gmail.com

September 29, 2023

Harbormaster Report

Elmwood Township Marina continues to offer a great boating experience while serving the public with a clean, friendly and safe atmosphere. As we see many boaters leaving for the season one thing we hear repeatedly, "thanks for the great season". This is music to my ears and thanks to our wonderful staff for their attitudes and seasoned commitment to service and safety.

Looking to the coming month are a few maintenance issues including a sewer line that was plugged and a water line to A-dock leaking. These will be handled before we close and the winter sets in.

Winter storage is looking strong for revenue this year again with many of our old customers returning and welcoming new ones.

Nauti-Cat is storing with us once again and they have asked that we consider allowing them to work on their boat with the same type of repairs and set-up as last year. I have no reservations about letting them conduct themselves as they did last season. They did what they said they would do and left no mess. The containment area they constructed did not affect any neighbors.

Fishing has been good this summer and the fish cleaning station heavily used. People are grateful to the township for providing this service and the popularity is being spread around. Our staff continues to keep the area clean. I would like to visit over the winter the idea of approaching the city with a proposal to allow our fish entrails into the sewer. This may require a consultant with chemistry knowledge to validate our proposal. We continue to freeze them now and there is only one company that I know of who removes them. If we lost that connection it would jeopardize our service.

Recommended rates for 2024 have been issued by the state with no changes proposed from 2023. We will visit the rate schedule for 2024 in November as an agenda item and contracts will go out in December.

Respectfully Submitted,

Pete Moon
Harbormaster ETM

**CHARTER TOWNSHIP OF ELMWOOD
REGULAR BOARD MEETING
SEPTEMBER 11, 2023
IN THE TOWNSHIP HALL**

Call to Order:

Supervisor Shaw called the meeting to order at 6:00 p.m.

Pledge of Allegiance:

Supervisor Shaw led the Pledge of Allegiance.

Roll Call:

Present: Jeff Shaw, Connie Preston, Chris Mikowski, Dave Darga, Kyle Trevas, Terry Lautner, and Jordan Gallagher

Excused: None

Declaration of Conflict of Interest:

None

Public Comment

Linda Fletcher

Consent Calendar:

Department Reports:

Treasurer's Report
Planning/Zoning
Fire Chief
Harbormaster

Committee Reports:

Minutes:

8-14-23

Post Audit Invoices 8-15-23 through 8-31-23

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE GALLAGHER TO APPROVE THE CONSENT CALENDAR AS PRESENTED. The motion passed unanimously by a voice vote.

Agenda Approval

Supervisor Shaw requested the addition of building location to item 10b.

MOTION BY TRUSTEE TREVAS, SECONDED BY TRUSTEE LAUTNER TO APPROVE THE AGENDA AS AMENDED BY ADDING BUILDING LOCATION TO ITEM 10B. The motion passed unanimously by a voice vote.

Supervisor Remarks

Supervisor Shaw submitted a written report and added that he just received a price from Garfield Township of \$22,500.00 for the surplus tanks that we are considering for the Timberlee Water System.

Trustee Remarks

None

Engineer's Report

None

Other Officer Remarks

None

Communications from the Clerk

Clerk Preston included copies of the Risk Reduction Grant Application for the security cameras and the Recreation Grant Progress Report for Discovery Pier for the Board's information.

OLD BUSINESS

None

NEW BUSINESS

Timberlee Water Update

Engineer Ken Schwerdt reported that we just received that price of \$22,500.00 for the tanks from Garfield on Friday. He stated that there will be more costs involved, such as the cost of moving the tanks and the building to house them, and he would need to do more research before giving a real cost update.

Marina Phase III Costs Update

Ken Schwerdt explained that there could be significant cost savings by not moving the building onto the wall. There still needs to be investigation into whether it would still allow enough parking or tie-in with the rest of the project. He also informed the board that the architect has not looked at that possibility yet as he is out of town. Planner Sarah Clarren is in contact with Waterways to ask if changing the plan could affect our funding.

Brewery Creek Parking Lot/Award of Contract

Ken Schwerdt reported that we received just one bid for the Brewery Creek parking lot. There were some math mistakes on the bid but since there was only one bid the contractor could correct the mistakes or withdraw. The total amount was \$522,804.00 for the complete project. Wade-Trim construction estimate was for \$382,000.00. The township could either accept the bid or re-bid the project. Trustee Darga would like to see it re-bid and have the contractor do what they can in the winter. Supervisor Shaw and Ken will check on a possible grant extension for the blight elimination grant that would pay for the removal of the old foundations. MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE GALLAGHER TO NOT ACCEPT THE BID AND REBID WITH THE PROCESS OUTLINED (WITH POSSIBILITY TO DO DRAIN SYSTEMS AND THINGS THROUGH THE WINTER AND FINISH IN THE SPRING) BY TRUSTEE DARGA. The motion passed unanimously by a voice vote.

Marina Winter Storage Rates

Harbormaster Pete Moon presented the Board with rate comparisons from around the area. MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE LAUTNER TO INCREASE WINTER STORAGE RATES TO \$2.00 PER SQUARE FOOT. The motion passed 5-2 by a roll call vote with Clerk Preston and Treasurer Mikowski voting no.

Elmwood/Leelanau Recycling Agreement

The recycling agreement is simply a renewal of the currently existing agreement. MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE GALLAGHER TO RENEW THE RECYCLING AGREEMENT WITH LEELANAU COUNTY. The motion passed unanimously by a voice vote.

Cherry Bend Sidewalks TAP Grant Application with Networks Northwest

Rob Carson of Networks Northwest informed the Board that there will be a meeting on final design on the road improvement. The budget needs to be developed as it is part of the application. The application will be submitted in either October or February. Letters of support have been submitted by MDOT and TART. Responding to questions, Mr. Schwerdt explained that the curb and gutter is what allows there to be enough room for the 10-foot multi-use path that is required by the TAP grant. The minimum grant is \$200,000.00 with a 20% match. The last item needed from the Township is the Complete Street Resolution.

Complete Streets Resolution

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE DARGA TO ADOPT RESOLUTION 15 OF 2023, THE COMPLETE STREETS RESOLUTION. The motion passed unanimously by a voice vote.

PAYMENT OF INVOICES

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE GALLAGHER TO PAY THE INVOICES IN THE AMOUNT OF \$32,409.26. The motion passed unanimously by a voice vote.

PUBLIC COMMENT

Linda Fletcher
Dave Conrad
Eric Currin

Adjournment

Supervisor Shaw adjourned the meeting at 7:05 p.m.

DRAFT

Check Register Report

Date: 10/02/2023

Time: 2:51 pm

Page: 1

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
38088	09/25/2023	Printed			A050	ACCIDENT FUND INS CO OF AMERIC	ACCT#A010131385	12,879.75
38089	09/25/2023	Printed			A127	AT&T MOBILITY	ACCT#287303700094	63.28
38090	09/25/2023	Printed			B111	BLUECROSS BLUESHIELD OF MI	GROUP 007015150710	358.49
38091	09/25/2023	Printed			C029	CHARTER COMMUNICATIONS	ACCT#005047601	464.01
38092	09/25/2023	Printed			C010	CHERRYLAND ELECTRIC COOR	ACCT#9902700	113.59
38093	09/25/2023	Printed			C040	CONSUMERS ENERGY	ACCT#1000 2967 1540	3,726.44
38094	09/25/2023	Printed			01008	BILL DANLY	PAVILION DEPOSIT REFUND	50.00
38095	09/25/2023	Printed			M020	DTE ENERGY	ACCT#9100 215 3113 2	264.22
38096	09/25/2023	Printed			G425	GUARDIAN	GROUP 00 357534	477.75
38097	09/25/2023	Printed			01100	JONAH KUZMA	PAVILION DEPOSIT REFUND	50.00
38098	09/25/2023	Printed			L091	ROBERT LAPORTE	PAVILION DEPOSIT REFUND	50.00
38099	09/25/2023	Printed			01101	TODD MASON	PAVILION DEPOSIT REFUND	50.00
38100	09/25/2023	Printed			P043	PRIORITY HEALTH	GROUP ID 790105	4,482.36
38101	09/25/2023	Printed			V023	VSP	CLIENT ID 3003136	269.42

Total Checks: 14

Checks Total (excluding void checks):

23,299.31

Total Payments: 14

Bank Total (excluding void checks):

23,299.31

Total Payments: 14

Grand Total (excluding void checks):

23,299.31

Check Register Report

Emp. Code Desc.: 01
ELMWOOD TWP

Date: 10/2/2023
Time: 14:52:36

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
38015	09/07/2023		P	00011	Ericus Derks	September 7, 2023	\$480.01
38016	09/07/2023		P	00159	Henry Brus	September 7, 2023	\$561.48
38017	09/07/2023		P	00053	Duane Merritt	September 7, 2023	\$928.16
38018	09/07/2023		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$719.89
38019	09/08/2023		P	00228	Alexis Luce	July 27, 2023	\$477.21
38067	09/15/2023		P	00023	Jordan Gallagher	September 15, 2023	\$290.52
38068	09/15/2023		P	00056	Terry Lautner	September 15, 2023	\$290.52
38069	09/15/2023		P	00001	Jeffrey Aprill	September 15, 2023	\$83.69
38070	09/15/2023		P	00077	Frederick Bechtold Jr.	September 15, 2023	\$110.82
38071	09/15/2023		P	00055	Carrie Schaub	September 15, 2023	\$756.18
38072	09/15/2023		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$678.00
38083	09/21/2023		P	00106	John Melichar	September 21, 2023	\$90.41
38084	09/21/2023		P	00011	Ericus Derks	September 21, 2023	\$551.12
38085	09/21/2023		P	00159	Henry Brus	September 21, 2023	\$613.20
38086	09/21/2023		P	00053	Duane Merritt	September 21, 2023	\$904.90
38087	09/21/2023		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$909.15
38102	09/30/2023		P	FF UN	Elmwood Township Profess	Remittance Check	\$420.00
38103	09/30/2023		P	PPIA	PPIA	Remittance Check	\$57.93
38104	09/30/2023		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$678.00
38105	09/29/2023		P	AFLAC	AFLAC	Remittance Check	\$287.76
84921	09/07/2023		P	00083	Carrie Schaub	September 7, 2023	\$1,156.80
84922	09/07/2023		P	00032	Andrew Bakker	September 7, 2023	\$1,231.16
84923	09/07/2023		P	00035	Benjamin Bakker	September 7, 2023	\$1,026.51
84924	09/07/2023		P	00180	Benjamin Bakker	September 7, 2023	\$237.20
84925	09/07/2023		P	00007	Brian Buckley	September 7, 2023	\$1,666.77
84926	09/07/2023		P	00216	Madeline Hall	September 7, 2023	\$266.59
84927	09/07/2023		P	00111	Matthew Johnson	September 7, 2023	\$1,658.51
84928	09/07/2023		P	00008	Abigail Malone	September 7, 2023	\$455.87
84929	09/07/2023		P	00210	Shirl Martin	September 7, 2023	\$144.62
84930	09/07/2023		P	00002	Jeremy Newfer	September 7, 2023	\$336.36
84931	09/07/2023		P	00212	Robert Sokolnicki	September 7, 2023	\$1,858.79
84932	09/07/2023		P	184	Sara Sokolnicki	September 7, 2023	\$12.91
84933	09/07/2023		P	00109	Landon VanderRoest	September 7, 2023	\$2,254.72
84934	09/07/2023		P	00114	Landon VanderRoest	September 7, 2023	\$224.45
84935	09/07/2023		P	00126	Abbigail VanRaalte	September 7, 2023	\$2,077.27
84936	09/07/2023		P	00102	Alex Werly	September 7, 2023	\$1,664.81
84937	09/07/2023		P	00178	Alex Werly	September 7, 2023	\$231.27
84938	09/07/2023		P	00022	Colleen Gallagher	September 7, 2023	\$520.62
84939	09/07/2023		P	00219	Preston Dion	September 7, 2023	\$899.20
84940	09/07/2023		P	00013	Louise Fox	September 7, 2023	\$426.80
84941	09/07/2023		P	00218	David Hubbell	September 7, 2023	\$589.41
84942	09/07/2023		P	00137	Daniel Jones	September 7, 2023	\$696.26
84943	09/07/2023		P	00221	Donald Kenny	September 7, 2023	\$395.37
84944	09/07/2023		P	00069	Michael Pobuda	September 7, 2023	\$1,110.57
84945	09/07/2023		P	00197	Irene Snook	September 7, 2023	\$711.25
84946	09/07/2023		P	00176	Douglas Snyder	September 7, 2023	\$84.29
84947	09/07/2023		P	00164	Clement Thompson	September 7, 2023	\$1,310.61
84948	09/07/2023		P	00169	Holly Behrens	September 7, 2023	\$451.73
84949	09/07/2023		P	00024	Gregory Loughheed	September 7, 2023	\$586.72
84950	09/07/2023		P	110	Charles Raney	September 7, 2023	\$1,287.42
84951	09/07/2023		P	00006	Sandra Schaub	September 7, 2023	\$77.00
84952	09/07/2023		P	IRSEF	IRSEFT	Remittance Check	\$7,936.88
84980	09/15/2023		P	209	David Darga	September 15, 2023	\$277.15
84981	09/15/2023		P	203	Kyle Trevas	September 15, 2023	\$290.52
84982	09/15/2023		P	00130	Jeffrey Shaw	September 15, 2023	\$2,083.55
84983	09/15/2023		P	00072	Keith Tampa	September 15, 2023	\$2,304.81
84984	09/15/2023		P	00098	Barbara Jones	September 15, 2023	\$1,611.29

Check Register Report

Emp. Code Desc.: 01
ELMWOOD TWP

Date: 10/2/2023
Time: 14:52:36

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
84985	09/15/2023		P	00095	Connie Preston	September 15, 2023	\$1,954.78
84986	09/15/2023		P	00155	Chris Mikowski	September 15, 2023	\$1,692.95
84987	09/15/2023		P	00208	Nathan McDonald	September 15, 2023	\$87.73
84988	09/15/2023		P	00094	Whitney Roberts	September 15, 2023	\$87.73
84989	09/15/2023		P	00029	Sarah Clarren	September 15, 2023	\$2,171.57
84990	09/15/2023		P	00116	Peter Moon	September 15, 2023	\$1,864.37
84991	09/15/2023		P	IRSEF	IRSEFT	Remittance Check	\$5,300.77
85024	09/21/2023		P	00083	Carrie Schaub	September 21, 2023	\$1,156.80
85025	09/21/2023		P	00032	Andrew Bakker	September 21, 2023	\$1,942.48
85026	09/21/2023		P	00035	Benjamin Bakker	September 21, 2023	\$1,380.50
85027	09/21/2023		P	00180	Benjamin Bakker	September 21, 2023	\$237.20
85028	09/21/2023		P	00007	Brian Buckley	September 21, 2023	\$1,807.90
85029	09/21/2023		P	00143	Erin Goodrich	September 21, 2023	\$27.73
85030	09/21/2023		P	00216	Madeline Hall	September 21, 2023	\$31.36
85031	09/21/2023		P	00111	Matthew Johnson	September 21, 2023	\$1,658.51
85032	09/21/2023		P	00170	Christopher Kiessel	September 21, 2023	\$393.07
85033	09/21/2023		P	00008	Abigail Malone	September 21, 2023	\$1,091.31
85034	09/21/2023		P	00210	Shirl Martin	September 21, 2023	\$184.80
85035	09/21/2023		P	00160	Daniel Mosholder	September 21, 2023	\$106.02
85036	09/21/2023		P	00212	Robert Sokolnicki	September 21, 2023	\$1,985.79
85037	09/21/2023		P	00109	Landon VanderRoest	September 21, 2023	\$2,239.55
85038	09/21/2023		P	00114	Landon VanderRoest	September 21, 2023	\$224.45
85039	09/21/2023		P	00126	Abigail VanRaalte	September 21, 2023	\$2,229.63
85040	09/21/2023		P	00102	Alex Werly	September 21, 2023	\$1,518.02
85041	09/21/2023		P	00178	Alex Werly	September 21, 2023	\$231.27
85042	09/21/2023		P	00022	Colleen Gallagher	September 21, 2023	\$634.03
85043	09/21/2023		P	00219	Preston Dion	September 21, 2023	\$365.03
85044	09/21/2023		P	00013	Louise Fox	September 21, 2023	\$637.51
85045	09/21/2023		P	00218	David Hubbell	September 21, 2023	\$792.91
85046	09/21/2023		P	00137	Daniel Jones	September 21, 2023	\$606.72
85047	09/21/2023		P	00221	Donald Kenny	September 21, 2023	\$284.24
85048	09/21/2023		P	00069	Michael Pobuda	September 21, 2023	\$648.74
85049	09/21/2023		P	00197	Irene Snook	September 21, 2023	\$744.51
85050	09/21/2023		P	00176	Douglas Snyder	September 21, 2023	\$126.86
85051	09/21/2023		P	00164	Clement Thompson	September 21, 2023	\$1,261.87
85052	09/21/2023		P	00169	Holly Behrens	September 21, 2023	\$262.42
85053	09/21/2023		P	00024	Gregory Loughheed	September 21, 2023	\$568.23
85054	09/21/2023		P	110	Charles Raney	September 21, 2023	\$641.42
85055	09/21/2023		P	00006	Sandra Schaub	September 21, 2023	\$117.17
85056	09/21/2023		P	IRSEF	IRSEFT	Remittance Check	\$8,321.17
85057	09/21/2023		V	VOY	Voya Institutional Trust Co.	Remittance Check	\$0.00
85058	09/29/2023		P	00130	Jeffrey Shaw	September 29, 2023	\$2,083.55
85059	09/29/2023		P	00072	Keith Tampa	September 29, 2023	\$2,304.81
85060	09/29/2023		P	00098	Barbara Jones	September 29, 2023	\$1,611.29
85061	09/29/2023		P	00095	Connie Preston	September 29, 2023	\$1,954.78
85062	09/29/2023		P	00155	Chris Mikowski	September 29, 2023	\$1,630.16
85063	09/29/2023		P	00029	Sarah Clarren	September 29, 2023	\$2,171.57
85064	09/29/2023		P	00116	Peter Moon	September 29, 2023	\$1,864.37
85065	09/30/2023		P	IRSEF	IRSEFT	Remittance Check	\$4,879.53
85066	09/30/2023		P	MICH	State of Michigan Tax	Remittance Check	\$4,248.09

Total Checks: 107

Sub-Total: \$120,412.28
Total Void/Stop Payment: \$0.00
Grand Total: \$120,412.28

Supervisor's Report

10/9/23

1. There have been questions regarding the level of Cedar Lake and the procedures used to maintain those levels. It has always been assumed a legal lake level was established by the Circuit Court in 1973. I spent the better part of an afternoon at the County Clerk's office searching through old documentation. I finally located an "Order for Dismissal for Lack of Progress," from 1976. The Circuit Court never established a legal lake level, so owners of the Dam, the Township, has control of the lake level. Mike Williams was appointed by the Board August 8, 2016 to replace Gene Meeuwenberg as Cedar Lake Dam Inspector/Monitor. Mike has continued to use the procedures that Gene used. I have been in contact with the Leelanau County Drain Commissioner, EGLE, DNR and Watershed Center. None of them have any interest or input in maintaining the lake level. If there is a desire by the residents whose property abuts the lake, they can petition the County Board (with 2/3 signatures) to request a study and establish a legal lake level. The law states the County can request a \$10,000 cash payment to cover the cost of the study. I will update you as this proceeds. At this time, we will continue to operate the dam as has historically been done.
2. The meeting with the Timberlee water users on 9/25/23 was well attended. Dawn Lund, John Divozzo, Ken Schwerdt, Planner/Zoning Administrator Sara Clarren, Chief Tampa and I were there to present information and answer questions. The options for the improvements are on tonight's agenda, along with the public input we received after the meeting.
3. I have been meeting with Bond Council to start the process for financing options for the Marina project. There may be some advantage to include the Timberlee water project in the same financing package. Once we have solid numbers for both projects, I will put together information and bring it to the Board.
4. The Board of Public Works is still working on the language for our resolution to change the water and sewer rates.
5. I spoke to Ray Kendra regarding the phase 3 marina design considerations on the agenda this evening. He has no concerns regarding placement of the building.

Connie Preston

From: Jeff Shaw
Sent: Thursday, September 28, 2023 4:02 PM
To: Connie Preston
Subject: FW: Lake level management

From: Paul Greeney <pgreeney@me.com>
Sent: Thursday, September 28, 2023 3:56 PM
To: Jeff Shaw <supervisor@elmwoodmi.gov>
Subject: Lake level management

Hi Jeff

While you know my concerns regarding the issue of lake levels on Cedar Lake, I want to send this email to register my specific complaint to the Township about the lake levels. I have been a resident on Cedar Lake since 2012. In recent years, and this year especially I have found the lake levels to have fluctuated significantly and at times to be at or near record lows on my shore. And, this is currently the case. I have had to move my pontoon boat farther and farther aft on its lift in order to get it in and out of the water to the point of where it is affecting the stability of the lift. I am also particularly concerned at this time because my boat, dock and lift are due to be removed next week. Mike Tester of Tester Lakefront Service is my contractor and I know that he has had trouble in the past launching the rig that he uses to do this work and I fear that he may be unable to do so under the current conditions. Mike commented to me both this year and last that he has never seen our lake so low.

Also, as a board member on the Cedar Lake Association I find it disturbing that the individual in charge of the dam refuses to report his activity to our association. And, as an environmental scientist I am concerned about the environmental harm that can occur to the near shore (littoral zone) ecology from the wildly fluctuating lake levels.

I urge the Township to consider implementing better and more consistent protocols for maintaining a more consistent level of the lake in order to improve the ecological impact and also to help residents have suitable levels to manage their docks, lifts and watercraft.

Sincerely,

Paul Greeney
12380 S West Bay Shore Dr
Traverse City, MI 49684
414-350-0117 mobile

Connie Preston

From: Jeff Shaw
Sent: Thursday, September 28, 2023 3:16 PM
To: Connie Preston
Subject: FW: Cedar Lake concerns

-----Original Message-----

From: Jon Constant <constantjo@gmail.com>
Sent: Thursday, September 28, 2023 2:04 PM
To: Jeff Shaw <supervisor@elmwoodmi.gov>
Cc: Paul Greeney <pgreeney@me.com>; Shawn Goss <shawngoss75@gmail.com>
Subject: Cedar Lake concerns

Jeff Shaw,

Greetings.

I have been a lakefront resident at the south end of Cedar Lake since 1977. I am contacting you because I am concerned about the low lake levels of Cedar Lake. This year the low level of the lake seems extremely low. We had a very difficult time getting our smaller pontoon boat (22 foot) launched in the spring and taken out last Saturday. I live only a few houses east of the public landing and I have witnessed over a dozen other boaters struggle to take in and out their boats.

I am also an avid kayaker and I have "Bottomed out" in places on the lake that I have never done so before.

Are there any good reasons for keeping the lake levels drawn down so low? Were there any valid studies done on the effects of doing so? If so, by whom and what were the results of any study? What are the impacts of low lake levels on aquatic life such as hibernating invertebrates? What are the impacts of increased scouring of the lake bottom by propellers? What is the impact of lower lake levels on overall Lake water quality? What were the reasons for drawing the lake levels down so low? Who (if anyone) wanted the lake levels so low?

I am asking you to consider the appointment of someone to manage Cedar Lake's Lake level who is qualified to do a better job than is currently being done.

Thank you for hearing and perhaps considering my questions and requests.

Best Regards,
Jon R. Constant
10591 East Cherry Bend Road
231-946-2147 (H)
231-632-6539 (C)

Sent from my iPad

Connie Preston

From: Jeff Shaw
Sent: Thursday, September 28, 2023 3:47 PM
To: Connie Preston
Subject: FW: cedar lake water level

-----Original Message-----

From: Shawn Goss <shawngoss75@gmail.com>
Sent: Thursday, September 28, 2023 2:42 PM
To: Jeff Shaw <supervisor@elmwoodmi.gov>
Subject: cedar lake water level

Good afternoon Mr. Shaw . As you probably know my family has owned property on Cedar lake since the late 1950s . I grew up on and in Cedar Lake . From 1973 to 1981 i had muskrat traps i would check every morning with a boat . I fish Cedar lake often . I have never seen the water level this low . If someone can tell me why i would greatly appreciate it . There are areas on our shore where the water used to be a foot deep that are now dry . If this current low level has a specific reason i would like to here it . I know you do not adjust the dam , but can surly see the old level on lines on the concrete on either side of the spillway. I appreciate the work you do for the township, i personally think your doing a fantastic job representing us . Thanks .

Sent from my iPhone

Connie Preston

From: Jeff Shaw
Sent: Monday, October 02, 2023 1:45 PM
To: Connie Preston
Subject: FW: Cedar Lake

From: David McCool <tightloops@mccooloutdoor.com>
Sent: Saturday, September 30, 2023 12:51 PM
To: Jeff Shaw <supervisor@elmwoodmi.gov>
Subject: Cedar Lake

Hi Jeff:

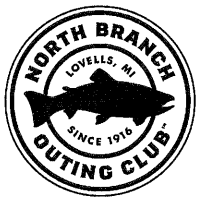
I wanted to express my concern regarding the ongoing change in lake levels on Cedar Lake. I've lived on the lake since 1983 and know it very well as I'm a watersports enthusiast and fisherman. One observation I've made is that the boat launch is very difficult to navigate given lake levels. Removing my pontoon boat this fall was a real challenge.

Is there any reason why the levels have been so low? Do we have a monitoring system that can provide data regarding flow and lake levels? I'm concerned about the long term effect on the health of the lake given low levels. Aquatic insects, fish and many other forms of wildlife are no doubt impacted.

I encourage you to help the lake and residents find a science base solution for monitoring lake levels..

Thank you for your time and consideration in this matter.

David McCool - Director
231-409-3874





MEMORANDUM

To: Jeff Shaw, Elmwood Township Supervisor

From: Ken Schwerdt, Project Engineer

Date: October 3, 2023

Subject: Elmwood Township Timberlee Water System Update

Per the request of the Township Board, Wade Trim assessed the existing hydropneumatic tanks that have been offered for sale by Garfield Township and have updated the costs for the options discussed to replace the existing tank in the Timberlee system. Attached, you will find a summary of the options reviewed and updated cost estimates of those options.

Currently Garfield Township has offered to sell their existing tanks to Elmwood Township for \$11,250 each. The purchase price of the tanks includes the physical tank only. Elmwood Township would be responsible for any costs associated with inspection, having the tanks removed, and the sites restored to a safe condition. The definition of safe condition could vary as the specific tasks have not been discussed in detail with Garfield Township. Based on site visits to the Garfield tanks, this work will likely include disconnecting and capping piping, disconnecting and moving electrical equipment, and widening a doorway to allow removal of a tank.

The attached cost estimates are based on the best data we have available at this time. This includes estimates of work anticipated for each design option with costs calculated using recent cost data from similar projects where available. Actual costs will be determined by final design and contractor bids.

KDS:kds

ELM201201C

Projects\E\Elm2014\01c\Docs\Estimates\Sept 2023 updated costs\2023-1002 Timberlee Update.docx

Elmwood Township - Timberlee Water System Improvements
Township Board Update, October 3, 2023

Summary of potential system improvements discussed to date:

1. Replacing the existing hydropneumatic tank with 2 small used hydropneumatic tanks
 1. Preliminary Estimate of Project Cost = \$630,000
 2. Lowest cost option
 3. Used tanks are ½ way through their assumed 50 year design life but appear to be in very good condition
 4. Tanks would be inspected by a certified tank inspector prior to Twp purchasing them
 5. Two tanks adds redundancy to the system
 6. Tanks would be in a heated building to add protection from the elements
 7. Restoration of the current tank sites would be required as part of the purchase agreement

2. Replacing the existing hydropneumatic tank with 2 small new hydropneumatic tanks
 1. Preliminary Estimate of Project Cost = \$787,000
 2. Two tanks adds redundancy to the system
 3. New tanks would have an assumed full 50 year design life
 4. Tanks would be in a heated building to add protection from the elements
 5. This seemed to be the preferred option of the residents at the recent public meeting

3. Replacing the existing hydropneumatic tank with a new same size hydropneumatic tank
 1. Preliminary Estimate of Project Cost = \$790,000
 2. Replacing the tank in kind would utilize same connection points and not require a new building
 3. Tank would still be exposed to the elements with insulation and covering like the existing tank.
 4. Single tank does not have redundancy for maintenance and repairs

4. Replacing the existing hydropneumatic tank with an above ground gravity storage tank for domestic use only
 1. Preliminary Estimate of Project Cost = \$1,629,000
 2. This requires placing a new above ground storage tank at a high point in the system
 3. Property purchase for the tank placement would be required
 4. Option would only provide domestic use; fire protection requires larger storage tank and replacing the water mains with larger diameter pipes to provide fire flows
 5. May require chlorination due to water age in tank during low use periods

Notes:

1. Above options are based on a preliminary design review of the system.
2. All costs noted above are based on the best data available at this time. This includes estimates of work anticipated for each design option with costs calculated using recent cost data from similar projects where available. Actual costs will be determined by final design and contractor bids.
3. The Timberlee water system does not currently have fire protection. None of the options above provide fire protection.



Preliminary Project Cost Estimate
Elmwood Township Timberlee Water System Improvements
Replace Existing Hydropneumatic Tank W/ 2 Small Salvaged Tanks

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	10% Mobilization	1	LS	\$43,850.00	\$43,850.00
2.	Inspect Garfield Hydro. Tank	2	EA	\$3,000.00	\$6,000.00
3.	Purchase Garfield Hydro. Tank	2	EA	\$11,250.00	\$22,500.00
4.	Move Ex. Hydro. Tank	2	EA	\$5,000.00	\$10,000.00
5.	Garfield Facility Restoration	2	EA	\$25,000.00	\$50,000.00
6.	Minor Repairs to Ex. Hydro. Tank	2	EA	\$10,000.00	\$20,000.00
7.	Remove Exist. Tank	1	EA	\$15,000.00	\$15,000.00
8.	Building Piping, Valves	1	LS	\$50,000.00	\$50,000.00
9.	New Bldg, 1000 sft pole barn	1,000	SFT	\$200.00	\$200,000.00
10.	Restoration	1	LS	\$5,000.00	\$5,000.00
11.	Well Pump Modifications/VFD	3	EA	\$15,000.00	\$45,000.00
12.	Cottonwood Booster Station Upgrades	1	LS	\$15,000.00	\$15,000.00

Subtotal	\$483,000.00
10% Contingency	\$48,300.00
Total Estimated Construction Cost	\$531,300.00
20% Engineering	\$96,600.00
Total Estimated Project Cost	\$630,000.00

Notes:

1. Garfield Restoration assumes some restoration of existing building such as disconnecting and capping pipes, moving electrical equipment, and widening doorway to allow removal of tanks. More precise cost to be determined with design.
2. Minor repairs to existing tanks is an assumed placeholder. More precise costs to be estimated based on completed inspection.
3. New building costs are assumed as pole barn construction with concrete floor, insulation, heat, and electric.



Preliminary Project Cost Estimate
Elmwood Township Timberlee Water System Improvements
Replace Existing Hydropneumatic Tank W/ 2 Small New Tanks

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	10% Mobilization	1	LS	\$55,000.00	\$55,000.00
2.	New 4,250 Gal Hydro. Tank	2	LS	\$100,000.00	\$200,000.00
3.	New Hydro. Tank Installation	2	LS	\$10,000.00	\$20,000.00
4.	Remove Exist. Tank	1	EA	\$15,000.00	\$15,000.00
5.	Building Piping, Valves	1	LS	\$50,000.00	\$50,000.00
6.	New Bldg, 1000 sft pole barn	1,000	SFT	\$200.00	\$200,000.00
7.	Restoration	1	LS	\$5,000.00	\$5,000.00
8.	Well Pump Modifications/VFD	3	EA	\$15,000.00	\$45,000.00
9.	Cottonwood Booster Station Upgrades	1	LS	\$15,000.00	\$15,000.00

Subtotal \$605,000.00
10% Contingency \$60,500.00

Total Estimated Construction Cost \$665,500.00

20% Engineering \$121,000.00

Total Estimated Project Cost \$787,000.00

Notes:

1. New building costs are assumed as pole barn construction with concrete floor, insulation, heat, and electric.



Preliminary Project Cost Estimate
Elmwood Township Timberlee Water System Improvements
Replace Existing Hydropneumatic Tank in Place

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	10% Mobilization	1	LS	\$55,200.00	\$55,200.00
2.	New 15,000 Gal Hydro. Tank	1	LS	\$412,000.00	\$412,000.00
3.	New Hydro. Tank Installation	1	LS	\$20,000.00	\$20,000.00
4.	Remove Exist. Tank	1	EA	\$15,000.00	\$15,000.00
5.	Building Piping, Valves	1	LS	\$30,000.00	\$30,000.00
6.	Building Upgrades	1	LS	\$10,000.00	\$10,000.00
7.	Restoration	1	LS	\$5,000.00	\$5,000.00
8.	Well Pump Modifications/VFD	3	LS	\$15,000.00	\$45,000.00
9.	Cottonwood Booster Station Upgrades	1	LS	\$15,000.00	\$15,000.00

Subtotal \$607,200.00
10% Contingency \$60,800.00
Total Estimated Construction Cost \$668,000.00

20% Engineering \$121,500.00
Total Estimated Project Cost \$790,000.00



Preliminary Project Cost Estimate
Elmwood Township Timberlee Water System Improvements
Gravity Storage Tank No Fire Protection

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	5% Mobilization	1	LS	\$59,700.00	\$59,700.00
2.	12" DIP Water Main	1,200	LF	\$150.00	\$180,000.00
3.	12" Gate Valve	9	EA	\$4,000.00	\$36,000.00
4.	Connect To Existing Water Main	2	EA	\$5,000.00	\$10,000.00
5.	Hydrant or Blowoff Assembly	1	EA	\$8,000.00	\$8,000.00
6.	PRV Station	1	EA	\$150,000.00	\$150,000.00
7.	100,000 Gal. Storage Tank & Site Piping	1	LS	\$600,000.00	\$600,000.00
8.	Property/Easement Acquisition	1	LS	\$50,000.00	\$50,000.00
9.	Site Clearing & Grading	1	LS	\$30,000.00	\$30,000.00
10.	Restoration	1	LS	\$50,000.00	\$50,000.00
11.	Wellfield Pump Modifications	3	LS	\$15,000.00	\$45,000.00
12.	Asphalt Remove & Replace	1,000	SYD	\$35.00	\$35,000.00

Subtotal \$1,253,700.00
10% Contingency \$125,400.00
Total Estimated Construction Cost \$1,379,100.00

20% Engineering and Legal \$250,800.00
Total Estimated Project Cost \$1,630,000.00

Timberlee Water Improvements

The meeting for Timberlee water users was well attended. John Divozzo, Ken Schwerdt and Dawn Lund did a great job presenting information to the people in attendance. The overwhelming majority of attendees and email correspondence seem to favor the option of 2 new tanks.

Connie Preston

From: carolyn swift <swiftcarolyn@att.net>
Sent: Wednesday, September 27, 2023 2:38 PM
To: Connie Preston
Subject: input on Timberlee water updates

To: Trustees Lautner, Trevas, Gallagher, Darga; Supervisor Shaw; Treasurer Mikowski

From: Carolyn Swift
10840 S. Blue Ridge Ln
Traverse City, MI 49684

I attended the special meeting on Mon., Sept. 25 regarding the water updates for the Timberlee system.

I strongly urge you to approve the option with **2 new** smaller tanks (I believe that was option 3). I believe that choice makes the most sense financially and for addressing the issues. Such a move would then provide functionality for the longest term and for preserving property values.

Thank you so much for finally addressing this. I appreciate all the transparency and initiative in your actions.

Carolyn Swift

Connie Preston

From: Jeff Shaw
Sent: Friday, September 29, 2023 9:58 AM
To: Connie Preston
Subject: FW: Timberlee Water Issue

For 10/9.

From: Elizabeth Kott <love4all.choice@gmail.com>
Sent: Monday, September 25, 2023 5:11 PM
To: Jeff Shaw <supervisor@elmwoodmi.gov>
Subject: Timberlee Water Issue

Dear Mr. Shaw,

My husband and I live at 10362 S Timberlee Drive, Traverse City, MI 49684. We had hoped to be able to attend the meeting tonight but we had a family issue come up and we are unable to attend. We have serious concerns about the water situation for our neighborhood.

Since building our home here eight years ago, there have been several problems with the water. The system is antiquated, and we realize that the township is well aware that something needs to be done to update the water system.

We have read about the three options being discussed, and we were surprised that the idea of using salvaged water tanks is even being considered. Purchasing two smaller tanks could work for a while, but it seems short sighted and not a permanent solution. This is a growing area and as you are well aware, a resort may also be built here as well. It seems like the only thing that would work long term is to replace the system with a new tank. We are obviously not engineers and may have misunderstood the middle option's value, but salvaged tanks should not be considered at all. If this were a family considering options for their own water supply, most families would not opt for a temporary solution that would still be a significant expense, because it just doesn't make sense. We all know from the city of Flint's history that skimping on a public water supply can have dire consequences. Please take salvaged tanks off the table.

Purchasing the two smaller tanks isn't ideal and costs nearly as much as doing the ideal thing, and just replacing our tank with a new one. Please know that we support a solution that will provide us and our neighbors high quality water, regardless of the cost. It's worth it to prevent health risks from our water.

Thank you,
Beth and Michael Kott

Connie Preston

From: Jeff Shaw
Sent: Friday, September 29, 2023 9:57 AM
To: Connie Preston
Subject: FW: Timberlee Well

For 10/9.

From: Lisa Sitkins <lisa.sitkins@gmail.com>
Sent: Tuesday, September 26, 2023 6:18 PM
To: Jeff Shaw <supervisor@elmwoodmi.gov>
Subject: Timberlee Well

Jeff,

I couldn't make the meeting last night but a friend of mine shared some slides with me. I know we don't get to vote on which option we want, but if you're looking for input, Fred and I support the two new tanks. It isn't much more than the used tanks, will last longer, and provide more security than having one tank.

Thanks for all you do!

Connie Preston

From: Jeff Shaw
Sent: Friday, September 29, 2023 9:56 AM
To: Connie Preston
Subject: FW: Timberlee water system

For 10/9.

From: Stephanie Walker <walker4348@yahoo.com>
Sent: Thursday, September 28, 2023 5:58 PM
To: Jeff Shaw <supervisor@elmwoodmi.gov>
Subject: Timberlee water system

Hello Jeff,

I wanted to thank you for putting together the informational meeting earlier this week. I just wanted to relay that our preference would be to utilize the 2 new tank option.

Thank you,

Stephanie Walker
10459 S High Meadows ct.

Sent from Mail for Windows

To: Jeff Shaw, Elmwood Township Supervisor

From: Ken Schwerdt, Project Engineer

Date: October 3, 2023

Subject: Elmwood Township Marina Phase 3 Alternate Site Layout Review

Per the request of the Township Board at the last regular meeting, Wade Trim assessed the feasibility of constructing a reduced-footprint Boaters' Pavilion building using the existing Phase 3 site. Attached, you will find a new conceptual site plan, the preliminary floorplan for the boaters' pavilion building, a construction cost estimate, and an engineering fee amendment for the site work that would be associated with the given concept.

The primary goals that influenced the given site plan concept included minimizing construction cost and maintaining the current utility that the parking lot between the existing boaters' buildings and the seawall provides while still enhancing the amenities offered to slip-holders. This was accomplished through the following design features:

- 1) Demolish all structures within the phase 3 area to provide a building pad for a new Boaters' Pavilion building and outside gathering area.
- 2) Utilize as much of the existing base layer of the current parking service as possible by milling the top layer and overlaying it with a new layer of asphalt pavement. Full pavement removal or replacement was limited to small areas that offered significant improvements to traffic flow.
- 3) Construct new ADA-compliant sidewalks flush with the edge of the improved parking lot to expand accessibility around the site.
- 4) Install a new sheet pile seawall along the north bank of Brewery Creek to reduce the risk of the creek eroding the parking or lawn area on the south side of the site. The new seawall has already been permitted by EGLE.
- 5) Maintain a wide-open paved area between the proposed building and the seawall which will allow for boat storage during the winter months.
- 6) Proposed trees and plantings on the west side of the outdoor gathering space to provide a natural barrier that better defines the day use areas of the site from the slip-holders' area of the site.
- 7) Utilities to the proposed building and docks is anticipated to be replaced, and the proposed building would be above the recently updated FEMA flood elevation.

The attached cost estimate shows a potential total project cost of \$3.2 million including the reduced footprint building plan. This represents a potential savings of almost \$1.9 million from the original plan. The attached site work estimated costs are budgetary and will be further refined during the redesign process.

If the Board would like to pursue these changes, it will require the revision of all our plan sheets developed to date. Changes include a new partial demolition plan, finalizing the revised layout, grading the new building to mesh with the existing site, adjusting utility connection points, and updating contract documents and specifications. This redesign will require additional design fees to make these changes. The revisions shown above are estimated to cost \$45,0000 to reproduce final design drawings for site design, final design drawings for the reduced boaters pavilion building, and

contract documents. Site amenities and landscaping shown are representative of an estimated quantity that would later be refined upon receiving input from the Township and marina staff.

If the Township were to decide to move forward with a full design and construction package for the conceptual plan shown, it is anticipated that this project could be advertised for bidding during the winter of 2023/24 and constructed during the 2024 construction season.

KDS:kds

ELM201201C

WTprojectwise/Documents/Projects/E/ELM2012/01C/Submittals/Submitted-To/20231002 – New Bldg on Ex Site – Conceptual, Estimate, Proposal



Standard Professional Services Amendment

Amendment No. 4

To authorize additional services for a contract entitled Elmwood Township Municipal Marina Phase 3 Improvements dated September 10, 2019 between Elmwood Charter Township of 10090 East Lincoln Road, Traverse City, Michigan 49684, the Owner and Wade Trim, Inc., 10850 East Traverse Highway, Suite 2260, Traverse City, Michigan 49684, the Professional (the "contract").

The Owner and the Professional, for mutual considerations hereinafter set forth, agree as follows:

A. The Professional agrees to perform additional services for the Owner as follows:

Complete the design for the Marina Phase 3 project that is outlined in the Conceptual Site Plan dated September 22, 2023, the Boaters Pavilion Reduced Plan dated September 28, 2023, and outlined in the Memorandum dated October 3, 2023.

B. Owner agrees to pay Professional as compensation for his services as follows:

Lump Sum Fee of \$45,000.00.

C. It is mutually agreed by the Owner and the Professional that the schedule is modified as follows:

D. All of the terms and conditions of the Contract not inconsistent with this Amendment are reaffirmed and incorporated herein by reference.

Owner: _____

Professional: _____

By: _____
(Print Name)

By: Brian C. Sousa, PE
(Print Name)

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: October 3, 2023

Witness: _____

Witness: _____

REV#	DATE	DESCRIPTION

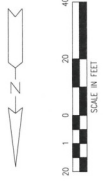
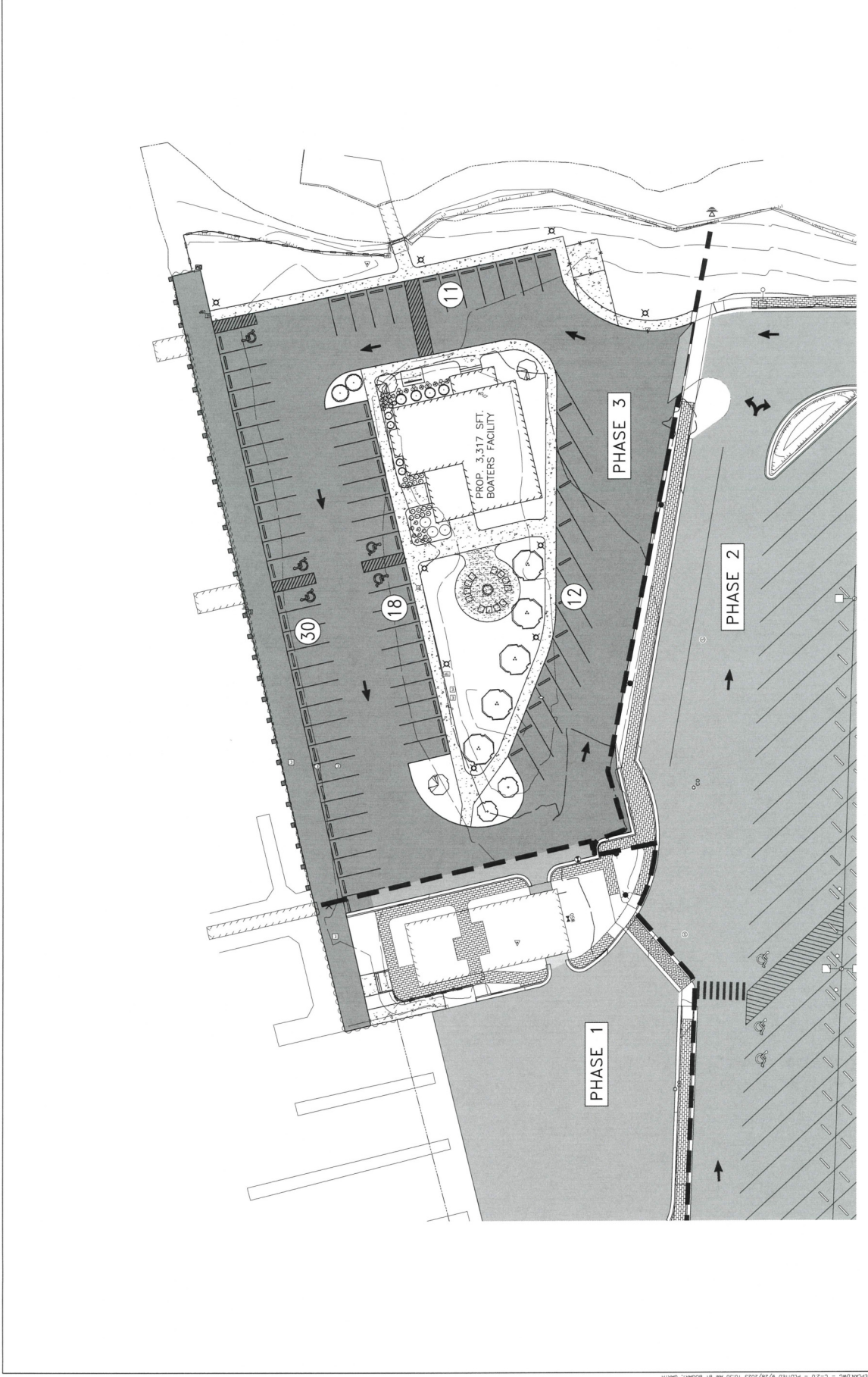
1000 East Lincoln Highway, Suite 2000
 Traverse City, MI 49684
 231.941.1000
 www.wade-trim.com



ELMWOOD CHARTER TOWNSHIP
 10090 EAST LINCOLN ROAD
 TRAVERSE CITY, MI 49684
 ELMWOOD TOWNSHIP MARINA
 PHASE III LAND BASED IMPROVEMENTS
 CONCEPT PLAN

PROJECT FOR: ELMWOOD TOWNSHIP MARINA
 PHASE III LAND BASED IMPROVEMENTS
 SHEET: ELM2012.01C
 FILE #:

PLAN DATE: 09/22/2023
 FILE #:





Construction Cost Estimate
 Elmwood Township Marina
 Phase 3 Site Improvements - New Building on Existing Site
 September 27, 2023
 Wade Trim Project No. ELM2012.01C

This construction estimate is based on the construction of a new boaters' facility building on the Phase III portion of the site. The existing parking lot will be milled and overlaid with a new top course of asphalt. New sidewalks, landscaping, and patio areas surrounding the boaters' facility building are proposed within the existing site's buildable footprint.

Item No.	Item Description	Original Quantity	Unit	Unit Price	Amount
1	Mobilization (Max 5%)	1	LS	\$ 44,209.15	\$ 44,209.15
2	Traffic Maintenance and Control	1	LS	\$ 6,000.00	\$ 6,000.00
3	Site Grading	1	LS	\$ 10,000.00	\$ 10,000.00
4	SE5C	1	LS	\$ 15,000.00	\$ 15,000.00
5	Remove Concrete Curb & Gutter	140	LFT	\$ 24.00	\$ 3,360.00
6	Remove Fence	179	LFT	\$ 10.00	\$ 1,794.00
7	Remove Stump	1	EA	\$ 1,500.00	\$ 1,500.00
8	Pavement Removal	735	SYD	\$ 10.00	\$ 7,352.82
9	Cold Milling, HMA Surface	4,020	SYD	\$ 5.50	\$ 22,110.00
10	Remove Cobble Stone	36	CYD	\$ 15.00	\$ 540.00
11	Salvage and Relocate Sign	7	EA	\$ 500.00	\$ 3,500.00
12	Salvage and Relocate Flag Pole	1	EA	\$ 1,200.00	\$ 1,200.00
13	Remove Handrail	18	LFT	\$ 12.00	\$ 216.00
14	Remove Pole	1	EA	\$ 1,250.00	\$ 1,250.00
15	Remove and Stockpile Parking Bumpers	62	EA	\$ 100.00	\$ 6,200.00
16	Disconnect and Abandon Water Services	1	LS	\$ 1,500.00	\$ 1,500.00
17	Remove Hydrant, Suction, and 3-inch Water Lines	1	LS	\$ 1,500.00	\$ 1,500.00
18	Disconnect and Remove Electrical Service	1	LS	\$ 2,500.00	\$ 2,500.00
19	Demolition and Removal of Buildings	1	LS	\$ 80,000.00	\$ 80,000.00
20	4" PVC Water Service Line	315	LFT	\$ 85.00	\$ 26,775.00
21	Connection to Existing Water Main	1	EA	\$ 2,250.00	\$ 2,250.00
22	6" Sanitary Sewer Service	90	LFT	\$ 90.00	\$ 8,100.00
23	Sanitary Sewer Manhole, 48" Dia.	1	EA	\$ 5,000.00	\$ 5,000.00
24	Sanitary Cleanout	1	EA	\$ 750.00	\$ 750.00
25	Connection to Existing Manhole	1	EA	\$ 2,100.00	\$ 2,100.00
26	6" Storm Sewer, HDPE	85	LFT	\$ 65.00	\$ 5,525.00
27	Aggregate Base, 22A, Imported	59	TONS	\$ 28.00	\$ 1,648.34
28	HMA Pavement, LVSP, 165#/SYD, Wearing Course	78	TONS	\$ 150.00	\$ 11,756.25
29	HMA Pavement, LVSP, 165#/SYD, Leveling Course	332	TONS	\$ 150.00	\$ 49,747.50
30	Concrete Sidewalk, 4"	5,168	SFT	\$ 16.00	\$ 82,688.00
31	Concrete Pavement, 6"	530	SFT	\$ 24.00	\$ 12,720.00
32	Concrete Stairs, 10-ft Width	15	LFT	\$ 300.00	\$ 4,500.00
33	Steel Handrail, Powdercoated	90	LFT	\$ 300.00	\$ 27,000.00
34	Exposed Aggregate Concrete Sidewalk, 4"	565	SFT	\$ 20.00	\$ 11,300.00
35	Pedestrian Pole Lighting	9	EA	\$ 5,500.00	\$ 49,500.00
36	Site Electrical	1	LS	\$ 25,000.00	\$ 25,000.00
37	Electrical Service Utility Allowance	1	LS	\$ 21,000.00	\$ 21,000.00
38	Natural Gas Service Utility Allowance	1	LS	\$ 21,000.00	\$ 21,000.00
39	Pavement Marking, 4" Waterborne, White	1,800	LFT	\$ 2.50	\$ 4,500.00
40	Pavement Marking, 4" Waterborne, Blue	300	LFT	\$ 2.50	\$ 750.00
41	Pavement Marking, Symbols & Arrows	11	EA	\$ 200.00	\$ 2,200.00
42	Place Salvaged Parking Bumpers	71	EA	\$ 250.00	\$ 17,750.00
43	Site Signs Allowance	1	LS	\$ 7,000.00	\$ 7,000.00
44	Sheet Pile Seawall, PZ27	113	LF	\$ 1,100.00	\$ 124,300.00
45	Fender Post and Bracket	27	EA	\$ 1,000.00	\$ 27,000.00
46	Landscaping Forms Chase Park Litter Receptacle	2	EA	\$ 1,500.00	\$ 3,000.00
47	Bench	2	EA	\$ 3,000.00	\$ 3,000.00
48	Bike Rack	1	EA	\$ 2,500.00	\$ 2,500.00
49	Gas Firepit	1	EA	\$ 8,000.00	\$ 8,000.00
50	Lawn Seed Mix	9,300	SFT	\$ 3.50	\$ 32,550.00
51	Flower Beds, Mulch, Small Plantings	1,350	SFT	\$ 15.00	\$ 20,250.00
52	Tree, Type A	5	EA	\$ 2,500.00	\$ 12,500.00
53	Tree, Type B	5	EA	\$ 3,000.00	\$ 15,000.00
54	Irrigation	1	LS	\$ 15,000.00	\$ 15,000.00
55	Landscaping Restoration	1	LS	\$ 55,000.00	\$ 55,000.00

Estimated Construction Cost, Site Items:	\$ 928,392.05
Estimated Construction Cost, Boaters' Facility Building:	\$ 1,750,000.00
Estimated Total Project Construction Cost:	\$ 2,678,392.05
Contingencies (10%):	\$ 267,839.21
Architect/Engineer Construction Services (10%):	\$ 267,839.21
Total Project Cost:	\$ 3,214,070.46
Total Reduction from Original Phase III Plan:	\$ 1,882,515.47



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



M. SCOTT BOWEN
DIRECTOR

September 21, 2023

TO: Grant-in-Aid and State Harbors
FROM: Ron Olson, Chief of Parks and Recreation Division
SUBJECT: 2024 Waterway's Rate Schedules and Annual Reporting

2024 Rate Schedules:

The 2024 Waterways rate schedules are attached. There were **no changes** from the 2023 rate schedules.

Per your agreement with the Department of Natural Resources (DNR), you are required to provide your chosen seasonal and transient rates annually. The attached rate schedules provide the parameters for your rates. Please select the rate column that best fits the needs and amenities of your facility. Remember, transient rates are based on the length of the vessel while seasonal rates are based on the length of the slip.

Please **email** your selected seasonal and transient **rates for the 2024 season** to **Linnae Dawson** (dawsonl@michigan.gov) by **October 20, 2023**.

PLEASE NOTE: If your location uses the **Central Reservation System (CAMIS)**, you must copy **Jeremy Spell**, CRS analyst (spellj@michigan.gov) on your rate email, to ensure your rates are built correct in the CAMIS system prior to the reservation window opening.

If the attached rates are not adequate for your operations, please notify Linnae Dawson via email (dawsonl@michigan.gov) to discuss your needs.

Annual Reporting Requirements:

Per your agreement with DNR, you are also required to provide reports to the Department.

At the end of your fiscal year, please **email** the attached Financial Summary of Operations to Kevin Klco (KlcoK@michigan.gov)

By the end of the 2023 calendar year, please **email** your Facility Information sheet to both Kevin Klco (KlcoK@michigan.gov) and Linnae Dawson (dawsonl@michigan.gov)

Additional Reminders:

1. All grant agreements require DNR **approval** for seasonal slips. If the DNR has previously approved seasonal slips at your facility, you may continue with those slips indefinitely unless there is a conditional term on the approval or as otherwise noted by the DNR.
2. Seasonal slip agreements, current seasonal assignments, seasonal waiting lists, as well as current and past transient harbor logs may be requested by the DNR at any time.
3. Requests for events, special uses, increased seasonal slips or commercial use need to be approved by the DNR. These activities may also need to go to the Michigan State Waterways Commission (MSWC) for review and advisement before being approved. The MSWC meets every other month. Requests need to be **received at least 4 weeks prior to a scheduled meeting** to be included on that meeting agenda so it is recommended that you submit requests as soon as possible to Linnae Dawson (dawsonl@michigan.gov).

Please contact Linnae Dawson by email (preferred) at (dawsonl@michigan.gov) or phone 517-290-2200 if you have any questions, comments, or concerns.

Attachments

cc: Ms. Jacklin Blodgett, DNR
Mr. Michael Desnoyer, DNR
Mr. Nick Van Bloem, DNR
Mr. Jordan Byelich, DNR
Ms. Christa Sturtevant-Good, DNR

Mr. Jason Fleming, DNR
Mr. Jeremy Spell, DNR
Ms. Linnae Dawson, DNR
Mr. Kevin Klco, DNR

2024 Transient Rates

Boat Length	A	B	C	D	E	F	G	H	I	J
25	\$19	\$22	\$27	\$31	\$34	\$37	\$40	\$44	\$48	\$52
26	\$20	\$23	\$28	\$32	\$35	\$38	\$42	\$46	\$49	\$54
27	\$21	\$24	\$29	\$33	\$37	\$40	\$43	\$47	\$51	\$56
28	\$21	\$25	\$30	\$35	\$38	\$41	\$45	\$49	\$53	\$58
29	\$22	\$26	\$31	\$36	\$39	\$43	\$46	\$51	\$55	\$60
30	\$23	\$27	\$32	\$37	\$41	\$44	\$48	\$53	\$57	\$62
31	\$24	\$28	\$33	\$38	\$42	\$46	\$50	\$54	\$59	\$64
32	\$24	\$29	\$34	\$40	\$44	\$47	\$51	\$56	\$61	\$66
33	\$25	\$30	\$35	\$41	\$45	\$49	\$53	\$58	\$63	\$68
34	\$26	\$31	\$36	\$42	\$46	\$50	\$54	\$60	\$65	\$70
35	\$27	\$32	\$37	\$43	\$48	\$52	\$56	\$61	\$67	\$72
36	\$27	\$32	\$38	\$45	\$49	\$53	\$58	\$63	\$68	\$74
37	\$28	\$33	\$39	\$46	\$50	\$55	\$59	\$65	\$70	\$76
38	\$29	\$34	\$40	\$47	\$52	\$56	\$61	\$67	\$72	\$78
39	\$30	\$35	\$41	\$48	\$53	\$58	\$62	\$68	\$74	\$80
40	\$30	\$36	\$42	\$50	\$54	\$59	\$64	\$70	\$76	\$82
41	\$31	\$37	\$43	\$51	\$56	\$61	\$66	\$72	\$78	\$84
42	\$32	\$38	\$45	\$52	\$57	\$62	\$67	\$74	\$80	\$87
43	\$33	\$38	\$46	\$53	\$58	\$64	\$69	\$76	\$82	\$89
44	\$33	\$40	\$47	\$55	\$60	\$65	\$70	\$77	\$84	\$91
45	\$34	\$41	\$48	\$56	\$61	\$67	\$72	\$79	\$86	\$93
46	\$35	\$41	\$49	\$57	\$63	\$68	\$74	\$81	\$87	\$95
47	\$36	\$42	\$50	\$58	\$64	\$70	\$75	\$83	\$89	\$97
48	\$36	\$43	\$51	\$60	\$65	\$71	\$77	\$84	\$91	\$99
49	\$37	\$44	\$52	\$61	\$67	\$73	\$78	\$86	\$93	\$101
50	\$38	\$45	\$53	\$62	\$68	\$74	\$80	\$88	\$95	\$103
51	\$39	\$46	\$54	\$63	\$69	\$75	\$82	\$89	\$97	\$105
52	\$40	\$47	\$55	\$64	\$71	\$77	\$83	\$91	\$99	\$107
53	\$40	\$48	\$56	\$66	\$72	\$78	\$85	\$93	\$101	\$109
54	\$41	\$49	\$57	\$67	\$73	\$80	\$86	\$95	\$103	\$111
55	\$42	\$50	\$58	\$68	\$75	\$81	\$88	\$96	\$105	\$113
56	\$43	\$50	\$59	\$69	\$76	\$83	\$90	\$98	\$106	\$115
57	\$43	\$51	\$60	\$71	\$78	\$84	\$91	\$100	\$108	\$117
58	\$44	\$52	\$61	\$72	\$79	\$86	\$93	\$102	\$110	\$119
59	\$45	\$53	\$63	\$73	\$80	\$87	\$94	\$103	\$112	\$122
60	\$46	\$54	\$64	\$74	\$82	\$89	\$96	\$105	\$114	\$124
61	\$46	\$55	\$65	\$76	\$83	\$90	\$98	\$107	\$116	\$126
62	\$47	\$56	\$66	\$77	\$84	\$92	\$99	\$109	\$118	\$128
63	\$48	\$57	\$67	\$78	\$86	\$93	\$101	\$110	\$120	\$130
64	\$49	\$58	\$68	\$79	\$87	\$95	\$102	\$112	\$122	\$132
65	\$49	\$59	\$69	\$81	\$88	\$96	\$104	\$114	\$124	\$134
66	\$50	\$59	\$70	\$82	\$90	\$98	\$106	\$116	\$126	\$136
67	\$51	\$60	\$71	\$83	\$91	\$99	\$107	\$118	\$127	\$138
68	\$52	\$61	\$72	\$84	\$92	\$101	\$109	\$119	\$129	\$140
69	\$52	\$62	\$73	\$86	\$94	\$102	\$110	\$121	\$131	\$142
70	\$53	\$63	\$74	\$87	\$95	\$104	\$112	\$123	\$133	\$144
71	\$54	\$64	\$75	\$88	\$97	\$105	\$114	\$124	\$135	\$146
72	\$55	\$65	\$76	\$89	\$98	\$107	\$115	\$126	\$137	\$148
73	\$55	\$66	\$77	\$91	\$99	\$108	\$117	\$128	\$139	\$150
74	\$56	\$67	\$78	\$92	\$101	\$110	\$118	\$130	\$141	\$152
75ft plus	0.76/ft	0.90/ft	1.06/ft	1.24/ft	1.36/ft	1.48/ft	1.60/ft	1.75/ft	1.90/ft	2.06/ft

2024 Seasonal Rates

Slip Length	1	2	3	4	5	6	7	8	9	10
20	\$2,200	\$2,040	\$1,880	\$1,720	\$1,540	\$1,360	\$1,220	\$1,040	\$840	\$700
21	\$2,310	\$2,142	\$1,974	\$1,806	\$1,617	\$1,428	\$1,281	\$1,092	\$882	\$735
22	\$2,420	\$2,244	\$2,068	\$1,892	\$1,694	\$1,496	\$1,342	\$1,144	\$924	\$770
23	\$2,530	\$2,346	\$2,162	\$1,978	\$1,771	\$1,564	\$1,403	\$1,196	\$966	\$805
24	\$2,640	\$2,448	\$2,256	\$2,064	\$1,848	\$1,632	\$1,464	\$1,248	\$1,008	\$840
25	\$2,750	\$2,550	\$2,350	\$2,150	\$1,925	\$1,700	\$1,525	\$1,300	\$1,050	\$875
26	\$2,860	\$2,652	\$2,444	\$2,236	\$2,002	\$1,768	\$1,586	\$1,352	\$1,092	\$910
27	\$2,970	\$2,754	\$2,538	\$2,322	\$2,079	\$1,836	\$1,647	\$1,404	\$1,134	\$945
28	\$3,080	\$2,856	\$2,632	\$2,408	\$2,156	\$1,904	\$1,708	\$1,456	\$1,176	\$980
29	\$3,190	\$2,958	\$2,726	\$2,494	\$2,233	\$1,972	\$1,769	\$1,508	\$1,218	\$1,015
30	\$3,300	\$3,060	\$2,820	\$2,580	\$2,310	\$2,040	\$1,830	\$1,560	\$1,260	\$1,050
31	\$3,410	\$3,162	\$2,914	\$2,666	\$2,387	\$2,108	\$1,891	\$1,612	\$1,302	\$1,085
32	\$3,520	\$3,264	\$3,008	\$2,752	\$2,464	\$2,176	\$1,952	\$1,664	\$1,344	\$1,120
33	\$3,630	\$3,366	\$3,102	\$2,838	\$2,541	\$2,244	\$2,013	\$1,716	\$1,386	\$1,155
34	\$3,740	\$3,468	\$3,196	\$2,924	\$2,618	\$2,312	\$2,074	\$1,768	\$1,428	\$1,190
35	\$3,850	\$3,570	\$3,290	\$3,010	\$2,695	\$2,380	\$2,135	\$1,820	\$1,470	\$1,225
36	\$3,960	\$3,672	\$3,384	\$3,096	\$2,772	\$2,448	\$2,196	\$1,872	\$1,512	\$1,260
37	\$4,070	\$3,774	\$3,478	\$3,182	\$2,849	\$2,516	\$2,257	\$1,924	\$1,554	\$1,295
38	\$4,180	\$3,876	\$3,572	\$3,268	\$2,926	\$2,584	\$2,318	\$1,976	\$1,596	\$1,330
39	\$4,290	\$3,978	\$3,666	\$3,354	\$3,003	\$2,652	\$2,379	\$2,028	\$1,638	\$1,365
40	\$4,400	\$4,080	\$3,760	\$3,440	\$3,080	\$2,720	\$2,440	\$2,080	\$1,680	\$1,400
41	\$4,510	\$4,182	\$3,854	\$3,526	\$3,157	\$2,788	\$2,501	\$2,132	\$1,722	\$1,435
42	\$4,620	\$4,284	\$3,948	\$3,612	\$3,234	\$2,856	\$2,562	\$2,184	\$1,764	\$1,470
43	\$4,730	\$4,386	\$4,042	\$3,698	\$3,311	\$2,924	\$2,623	\$2,236	\$1,806	\$1,505
44	\$4,840	\$4,488	\$4,136	\$3,784	\$3,388	\$2,992	\$2,684	\$2,288	\$1,848	\$1,540
45	\$4,950	\$4,590	\$4,230	\$3,870	\$3,465	\$3,060	\$2,745	\$2,340	\$1,890	\$1,575
46	\$5,060	\$4,692	\$4,324	\$3,956	\$3,542	\$3,128	\$2,806	\$2,392	\$1,932	\$1,610
47	\$5,170	\$4,794	\$4,418	\$4,042	\$3,619	\$3,196	\$2,867	\$2,444	\$1,974	\$1,645
48	\$5,280	\$4,896	\$4,512	\$4,128	\$3,696	\$3,264	\$2,928	\$2,496	\$2,016	\$1,680
49	\$5,390	\$4,998	\$4,606	\$4,214	\$3,773	\$3,332	\$2,989	\$2,548	\$2,058	\$1,715
50	\$5,500	\$5,100	\$4,700	\$4,300	\$3,850	\$3,400	\$3,050	\$2,600	\$2,100	\$1,750
51	\$5,610	\$5,202	\$4,794	\$4,386	\$3,927	\$3,468	\$3,111	\$2,652	\$2,142	\$1,785
52	\$5,720	\$5,304	\$4,888	\$4,472	\$4,004	\$3,536	\$3,172	\$2,704	\$2,184	\$1,820
53	\$5,830	\$5,406	\$4,982	\$4,558	\$4,081	\$3,604	\$3,233	\$2,756	\$2,226	\$1,855
54	\$5,940	\$5,508	\$5,076	\$4,644	\$4,158	\$3,672	\$3,294	\$2,808	\$2,268	\$1,890
55	\$6,050	\$5,610	\$5,170	\$4,730	\$4,235	\$3,740	\$3,355	\$2,860	\$2,310	\$1,925
56	\$6,160	\$5,712	\$5,264	\$4,816	\$4,312	\$3,808	\$3,416	\$2,912	\$2,352	\$1,960
57	\$6,270	\$5,814	\$5,358	\$4,902	\$4,389	\$3,876	\$3,477	\$2,964	\$2,394	\$1,995
58	\$6,380	\$5,916	\$5,452	\$4,988	\$4,466	\$3,944	\$3,538	\$3,016	\$2,436	\$2,030
59	\$6,490	\$6,018	\$5,546	\$5,074	\$4,543	\$4,012	\$3,599	\$3,068	\$2,478	\$2,065
60	\$6,600	\$6,120	\$5,640	\$5,160	\$4,620	\$4,080	\$3,660	\$3,120	\$2,520	\$2,100
Over 60 ft	\$110/ft	\$102/ft	\$94/ft	\$86/ft	\$77/ft	\$68/ft	\$61/ft	\$52/ft	\$42/ft	\$35/ft

Elmwood Township Marina Schedule/Fees for 2023

Summer Seasonal Permit Fees (Boat length measured from the bow pulpit to the end of any swim platform or other protrusions).

	<u>Credit Card Fee</u>	<u>Cash/Check</u>		
30 Foot Slip	\$3399.00	\$3300.00		
35 Foot Slip	\$3965.00	\$3850.00		
38 Foot Slip	\$4305.00	\$4180.00		
40 Foot Slip	\$4532.00	\$4400.00		
<u>Moorings: Inside</u>	\$1170.00	\$1136.00		
Outside	\$964.00	\$936.00		
		1 Axle	2 Axle	3 Axle
<u>Seasonal Ramp Usage Pass Fee</u> (not including overnight parking)....		\$110.00	\$150.00	\$180.00
<u>Charter Fishing Vessel</u>		\$300.00		

Transient Slip Daily Fees (14 days limit. State Waterways Rates):

25'.....\$40	29'.....\$46	33'.....\$53	37'.....\$59
26'.....\$42	30'.....\$48	34'.....\$54	38'.....\$61
27'.....\$43	31'.....\$50	35'.....\$56	39'.....\$62
28'.....\$45	32'.....\$51	36'.....\$58	40'.....\$64

Wall Rates: First 2 hours free, \$20.00 Hr. after 2 Hrs. Standard Transient overnight

Transient Daily Mooring Fee (14 days limit) **\$25.00**

Daily Ramp Usage Fees (includes parking for that day only):

Non commercial (15 minute launch and retrieve).....

(1 axle \$15.00) (2 axle \$20.00) (3 axle \$25.00)

Commercial Launch Rates..... 1 Axle \$30.00 2 Axle \$40.00 3 Axle \$50.00

Overnight Parking Fee (not including ramp usage) ... **Equal to Launch Fees**

Boat Sewage Pumpout **\$20.00**

Commercial launching or haul out with crane **\$50.00**

Commercial mast stepping or removal **\$30.00**

Winter Storage Related Fees \$1.60 per sq. ft. with \$400 minimum *2.00 as of 9-11-23*
 + \$50 for masts stored off the boat

Off-season marina opening fees (Nov. 1 – April 15) \$25 for the 1st hour
 + \$15 per hour or part thereafter

Fees to offset the direct additional costs for special events such as boat races, fishing tournaments, etc. will be at the Harbormaster's discretion.

All rates are for the full season unless specified otherwise.

Commercial launching, mast stepping or de-stepping and haul outs are allowed.

I hereby certify that the above rate schedule was adopted by the Elmwood Charter Township Board based on rates established by Michigan State Waterways Commission.

CHARTER TOWNSHIP OF ELMWOOD
RESOLUTION #16 OF 2023
BUDGET AMENDMENT RESOLUTION

At a regular meeting of the Board of the Charter Township of Elmwood, held in the Township Hall located at 10090 E. Lincoln Rd. Traverse City Michigan, on the 9th day of October, 2023 there were

PRESENT:

ABSENT:

The following resolution was offered by _____ and seconded by _____.

WHEREAS, a budget was adopted on December 12, 2022 to govern the receipts and expenditures of various Township funds for the next fiscal year of the Township, and

WHEREAS, as a result of unanticipated cost, it is necessary to modify the aforesaid budget and NOW THEREFORE BE IT RESOLVED, that the aforesaid budget be modified as follows:

Increase the following line items:

203-000-000-882 Metro Fund by \$26,600.00 (Bluewater Road Improvement)

101-191-000-740 Election Operating Supplies by \$1000.00 to \$1200.00

101-191-000-727 Election Office Supplies by \$1000.00 to \$2000.00

Upon a roll call vote, the following voted:

YES:

NO:

RESOLUTION DECLARED ADOPTED

Jeff Shaw, Supervisor

I, the undersigned, the Clerk of the Charter Township of Elmwood, Leelanau County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said municipality at its regular meeting held on October 9, 2023 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: October 9, 2023

Connie Preston, Clerk



AT&T Michigan
Angela Wesson
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

September 6th, 2023

Elmwood Township
10090 E Lincoln Rd
Traverse City, MI 49684

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Elmwood Township,

This is a letter agreement which extends the existing METRO Act Permit issued by the Elmwood Township/Leelanau County to Michigan Bell Telephone Company d/b/a AT&T Michigan (“AT&T”) which expires on February 28, 2024. The extension is for a term to end on February 28, 2029.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Regulatory Information, Telecommunications, and METRO Act/Right of Way.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, AD3245@att.com or 248-877-9518.

Agreed to by and on behalf of the
Elmwood Township

**Michigan Bell Telephone Company d/b/a
AT&T** acknowledges receipt of this.
Permit Extension granted by the municipality.

By: _____
Signature

By: _____
Angela Wesson

Its: _____

Its: METRO Act Administrator

Date: _____

Date: _____

Previous Renewal



AT&T Michigan
Angela Wesson
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

February 11, 2019

Elmwood Township
10090 E Lincoln Rd
Traverse City, MI 49684

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Elmwood Township,

This is a letter agreement which extends the existing METRO Act Permit issued by the Elmwood Township/Leelanau County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on February 28, 2019. The extension is for a term to end on February 28, 2024.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

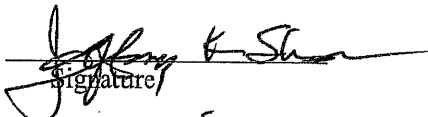
Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Telecommunications, METRO Act/Right of Way, and AT&T 5 Year permit extension.

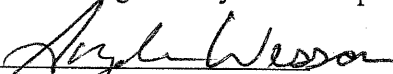
We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, AD3245@att.com or 248-456-0361.

Agreed to by and on behalf of the
Elmwood Township

**Michigan Bell Telephone Company d/b/a
AT&T** acknowledges receipt of this
Permit Extension granted by the municipality.

By: 
Signature

By: 
Angela Wesson

Its: Supervisor

Its: METRO Act Administrator

Date: 3/21/19

Date: 3/21/19

METRO Act
Unilateral Form
Revised 12/06/02

RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

This permit issued this 14th day of Feb., 2007 by the Township of Elmwood.

*Lednaw
Cty*

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean Township of Elmwood, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean **Michigan Bell Telephone Company D.B.A AT&T Michigan** organized under the laws of the State of Michigan whose address is **54 N. Mill St., Box 32, Pontiac, Mi. 48342.**
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.

2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.

2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.

2.2 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

3.1.1 *The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is **Judy Willette, Area Manager, 142 E. State St., Rm. 2W, Traverse City, Mi. 49684. Office: 231-941-2708, Fax: 231-941-3072.**

3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or

expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (**subject to seasonal work restrictions**) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (**if such cable is nonconductive**); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.

- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest

edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors

who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by

A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Five Years (5) [five years or less] from the Date of Issuance; or
- 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
- 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days

(or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

- 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
- 11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to [address], with a copy to [address].

12.1.2 If to Permittee, to Joan Richards, METRO Act Administrator, AT&T Michigan, 54 N. Mill St., Box 32, Pontiac, Mi. 48342

12.1.3 With a copy to Charles Helmboldt, Area Engineer, 142 E. State St., Rm. 2W, Traverse City, Mi. 49684.

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Township of Elmwood

By: Dorith A. Smith
Its: Supervisor
Date: 2-14-07

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

Michigan Bell Telephone d.b.a. ATT

By: Joan E. Richards
Its: METRO ACT Administrator
Date: 2/21/07



Contact: Dolly Martinson
231-995-9000 ph 231-995-0620 fx
Group Number: 790105



Contact: Connie Preston
231-946-0921 ph 231-946-9320 fx
Renewal: December 1, 2023

2022: +7.3%
2021: +4.2%
2020: +3.5%
2019: +2%



PriorityHealth

	CURRENT	OPTION A (RENEWAL)	OPTION B	*** OPTION C
BASE PLAN				
Annual In-Plan Deductible Single/Two + % Coinsurance	85% HSA HMO \$1,500/\$3,000 15%	85% HSA HMO \$1,500/\$3,000 15%	70% HSA HMO \$2,100/\$4,200 30%	80% TRADITIONAL HMO \$1,000/\$2,000 20% to \$4,500/\$9,000 \$8,150/\$16,300 Plan Year
Annual Out of Pocket Max Single/Two + Accumulation/Reset Method	\$4,000/\$8,000 Plan Year	\$4,000/\$8,000 Plan Year	\$7,050/\$14,100 Plan Year	\$20/\$50/\$85 \$30/\$75 AD \$250 AD \$5/\$30/\$70/\$90/≤20% ≤\$450 AD 20% AD \$250 \$20 AD \$50/\$40 Max 30 AD 50%
SERVICES & COPAYS				
Primary/Specialist/Urgent Care	AD 15%	AD 15%	AD 30%	\$20/\$50/\$85
Labs/X-Rays	AD 15%	AD 15%	AD 30%	\$30/\$75
High Tech Imaging (MRI, CT, etc.)	AD \$5/\$30/\$65/\$85/≤20% ≤\$450	AD \$5/\$30/\$65/\$85/≤20% ≤\$450	AD \$5/\$35/\$75/\$100/≤20% ≤\$550	AD \$250 AD \$5/\$30/\$70/\$90/≤20% ≤\$450
Prescriptions	AD 15%	AD 15%	AD 30%	AD 20%
Hospital/Surgical	AD 15%	AD 15%	AD 30%	AD \$250
Ambulance/ER	AD 15%	AD 15%	AD 30%	\$20
Mental Health Visit	AD 15% Max 30	AD 15% Max 30	AD 30% Max 30	AD \$50/\$40 Max 30
PT/Chiropractic	AD 50%	AD 50%	AD 50%	AD 50%
Medical Equipment/Prosthetics	AD 50%	AD 50%	AD 50%	AD 50%
DENTAL	0/20/50/50 (\$1,500 Annual Max)	0/20/50/50 (\$1,500 Annual Max)	0/20/50/50 (\$1,500 Annual Max)	0/20/50/50 (\$1,500 Annual Max)
VISION	12/12/12 \$5/\$150 Allowance	12/12/12 \$5/\$150 Allowance	12/12/12 \$5/\$150 Allowance	12/12/12 \$5 Exam/\$150 Allowance
Totals by Contract (Members)				
1 Employee	\$317.64	\$347.36	\$297.78	\$363.83
2 Employee	\$331.06	\$359.05	\$307.80	\$376.08
3 Employee	\$286.57	\$314.10	\$269.26	\$328.99
4 Employee *	\$839.55	\$899.13	\$770.79	\$941.76
5 Employee	\$570.89	\$639.88	\$548.55	\$670.22
6 Employee	\$804.01	\$884.74	\$758.46	\$926.69
7 Employee	\$786.38	\$861.07	\$738.16	\$901.89
8 Employee	\$546.27	\$611.41	\$524.14	\$640.40
Monthly Medical Premium (+9.7%)	\$4,482.37	\$4,916.74	\$4,214.94	\$5,149.86
10 Monthly Dental Premium (+8%) **	\$338.09	\$365.64	\$365.64	\$365.64
10 Monthly Vision Premium (0%) **	\$269.42	\$269.42	\$269.42	\$269.42
Monthly HSA Single Funding @ 100% of Deductible	\$875.00	\$875.00	\$1,225.00	\$0.00
Total Monthly Premium w/Funding	\$5,964.88	\$6,426.80	\$6,075.00	\$5,784.92
Annualized Premium	\$71,578.56	\$77,121.60	\$72,900.00	\$69,419.04
Annualized Difference from Current		\$5,543.04	\$1,321.44	(\$2,159.52)
Monthly Difference from Current		\$461.92	\$110.12	(\$179.96)
% Change from Current		7.7%	1.8%	-3.0%

* Per IRS regulations, HSA contributions are disallowed for Medicare enrollees.

** Enrollment in this coverage varies from the health plan.

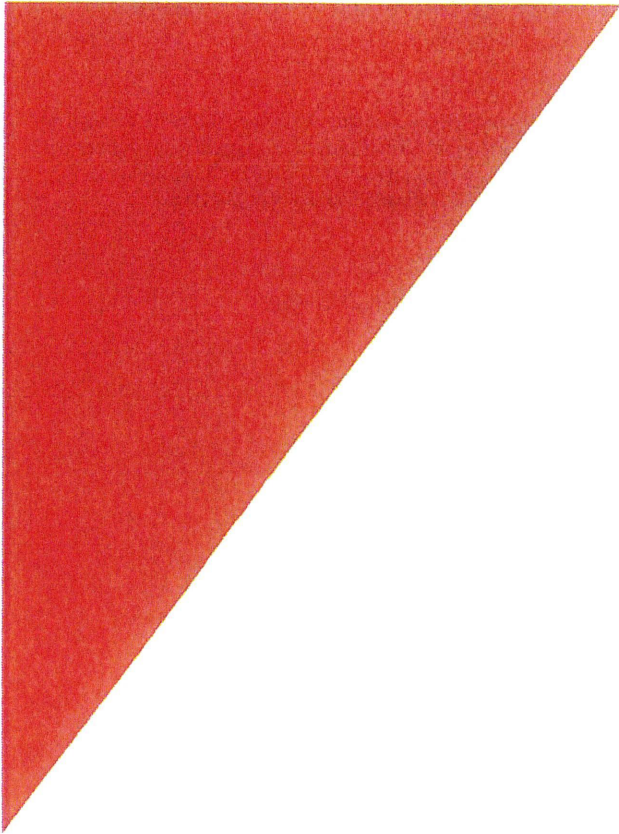
*** This plan is not eligible for HSA contributions.

AD: After Deductible

New Hires Effective: First of the Month Following 30 Days of FTE

Coverage Ends: Last Day of the Termination Month

Dependents: Covered through End of 26th Birthmonth



Elmwood twpt hall

10090 e Lincoln Rd.

Traverse City MI 49684

61869

RE: **DW VIDEO**



The proposed EPS Video Surveillance System will utilize a digital video recording system providing convenient video management. This system will provide to you a flexible solution with remote access at all times when connected to the internet. EPS is providing peace of mind that should anything happen, you have the capability to identify quickly what you would like to see. Some of the highlights to the digital video system include the following: even tagging for easy retrieval, automatic recording only when security events are detected and automatic alert features.

Video Surveillance Equipment to be Installed

- 1 DWD Kit: (8) DWC-MT95Wi28 Fixed Lens Turret Cams + DW-VP122T8P2TB VMAX NVR (8 ports PoE + 4 virtual)
- 8 DWD Back Box for DWC-MT95Wi28TW
- 1 22" LED Monitor with HDMI/VGA
- 1 Uninterrupted Power Supply/Surge Suppression Device for Digital Video Recorder
- 1 19" U317 Wall or Rack Mount Shelf
- 800 Wire Cat5e

Video Surveillance System Investment

One Time Installation Charge \$7,300.00 Plus Tax

Tax Exempt (If selected, Plus Tax above is void)

Monthly Services \$80.00

Service Agreement

Inspection

Installation and Proposal Terms

The installation charges in this proposal all design, wiring, mounting of video equipment, programming, final system testing and user training. If required, additional costs for conduit, wire mold, trenching and man lifts for ceiling heights over 25 feet, will be your responsibility.

The video surveillance equipment listed herein is based on our best estimate of protection required. This proposal includes all design, parts, labor and wire for a complete installation, programming, testing and training of the system. Additional equipment to meet insurance requirements or special high risk needs may be added by the subscriber at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes. The service agreement also includes (2) preventative maintenance checks to maintain proper and continuous operation of the equipment. This is also a time when an EPS technician can assist in making adjustments to the system if necessary.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

EPS recommends that all surveillance systems be inspected regularly; please speak with your Security Consultant for additional information.

Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

Additional Notes and Exclusions

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

DAVID TRIPLETT

Security Consultant

ext.

06/26/2023

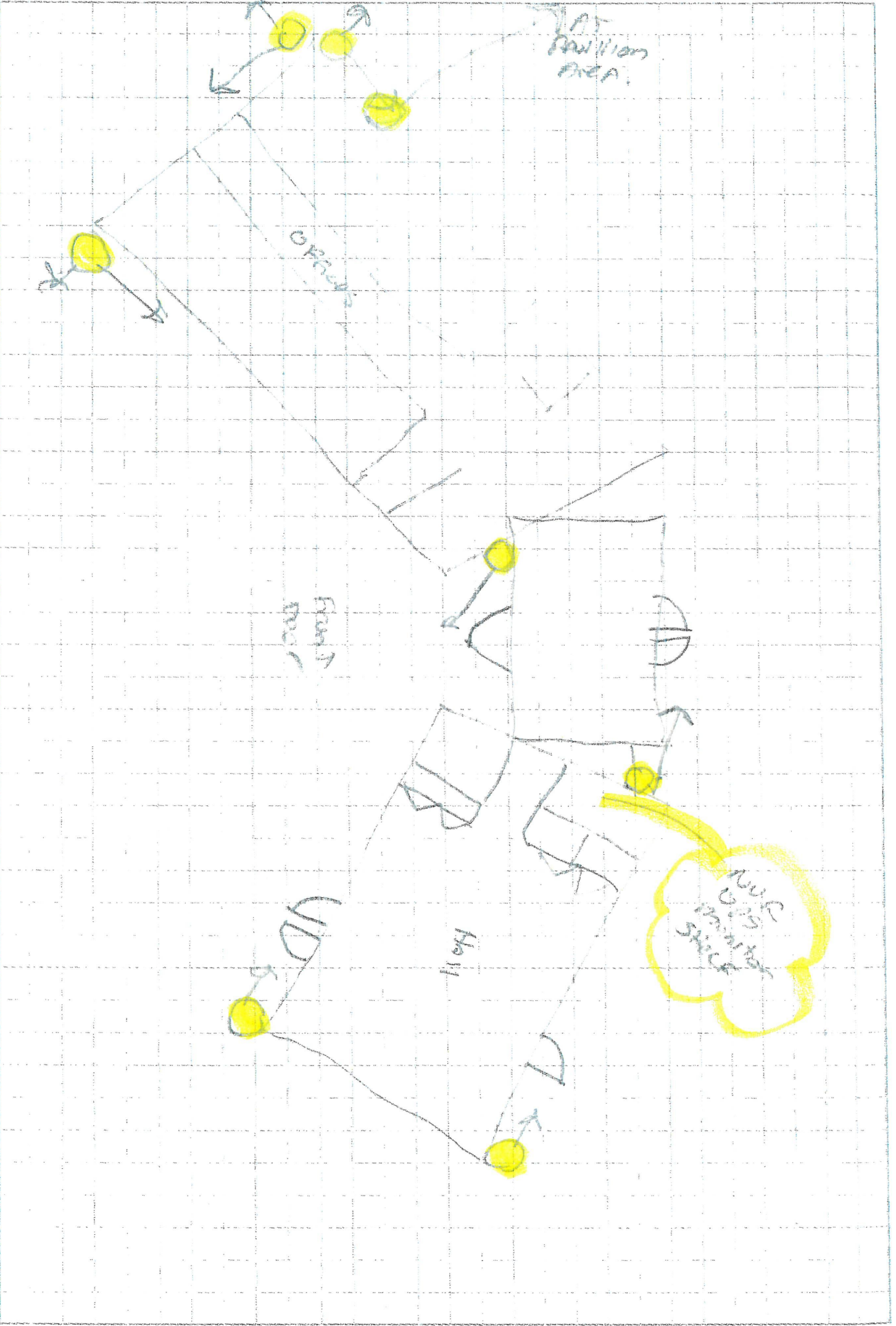


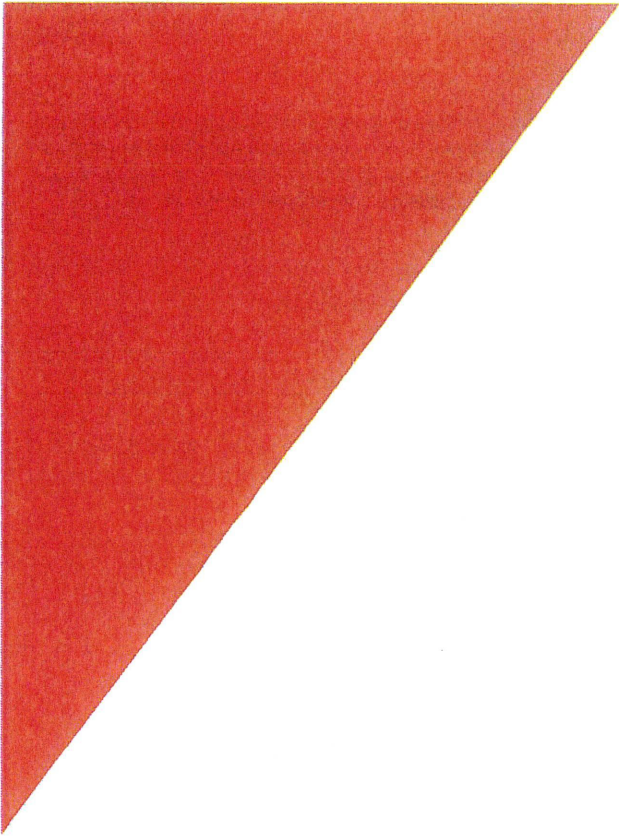
231-649-0574

CUSTOMER Elmwood Jcvt Hall
ADDRESS 10090 E Lincoln Rd Tempe

SALES REP
MT 61869

4/26/84





Elmwood twpt Pavillion

10090 e Lincoln Rd.

Traverse City MI 49684

61870

RE: **DW VIDEO**



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Video Surveillance Equipment to be Installed

- 1 DWD Kit(4)DWC-MT95W128 Fixed Lens Turret Cams + DW-VP492T4P2TB VMAX NVR (4 ports PoE + 5 virtual)
- 4 DWD Back Box for DWC-MT95W128TW
- 1 22" LED Monitor with HDMI/VGA
- 1 Uninterrupted Power Supply/Surge Suppression Device for Digital Video Recorder
- 1 19" U317 Wall or Rack Mount Shelf
- 300 Wire Cat5e

Video Surveillance System Investment

One Time Installation Charge \$3,950.00 Plus Tax

Tax Exempt (If selected, Plus Tax above is void)

Monthly Services \$40.00

Service Agreement

Inspection

Installation and Proposal Terms

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DAVID TRIPLETT

Security Consultant

ext.

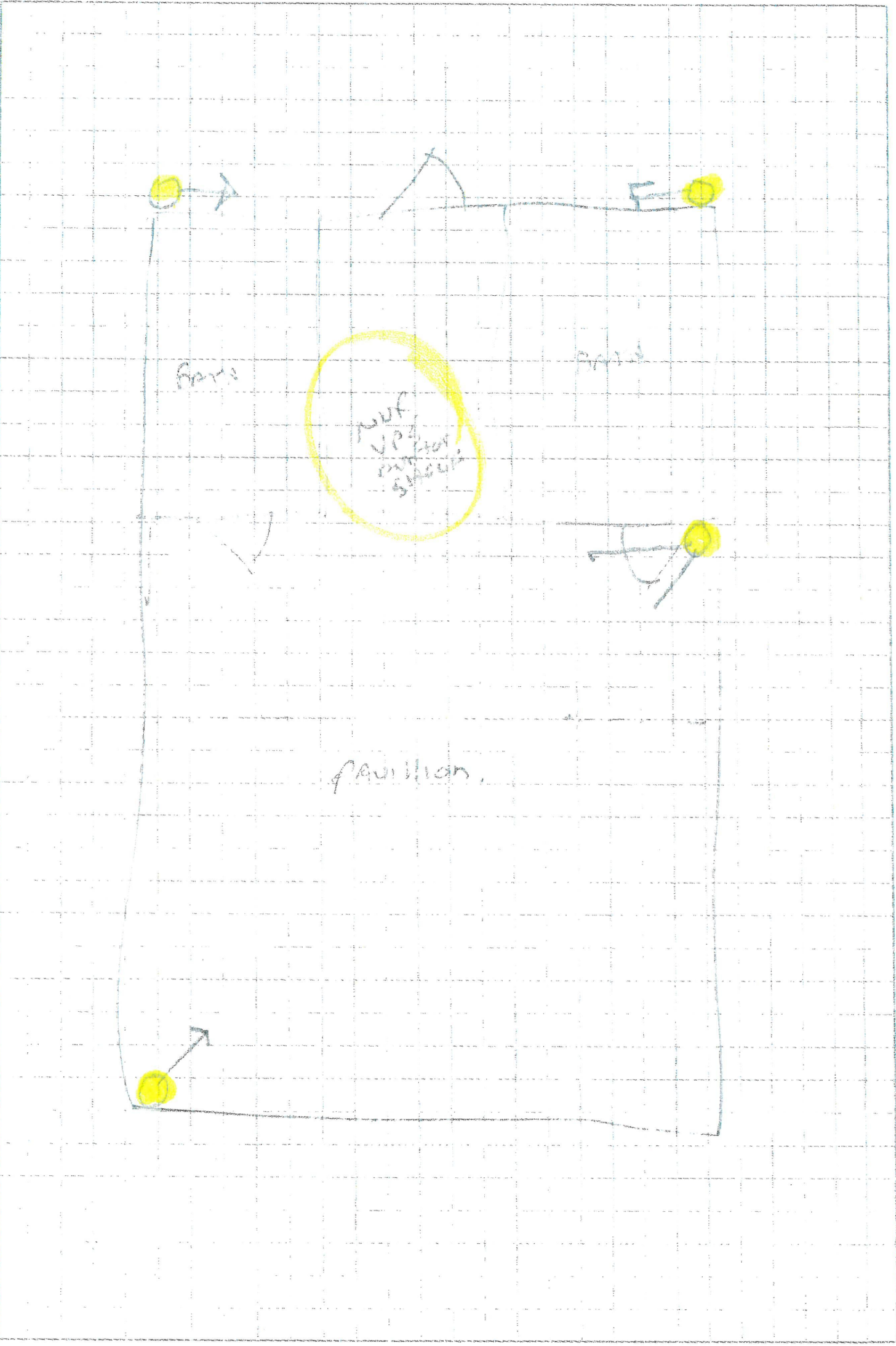
06/26/2023



231-649-0574

CUSTOMER Emwood Tropic Pavilion
ADDRESS 10090 E Lincoln Rd

SALES REP
DT 601870



INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

PRELIMINARY

Date: 10/03/2023

Time: 3:00 pm

Page: 1

ELMWOOD TOWNSHIP

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
THE ACCUMED GROUP	A026	BILLING SERVICES	0	00/00/0000	644.99
				Vendor Total:	644.99
ACE HARDWARE	A020	CUST#23467	0	00/00/0000	256.69
				Vendor Total:	256.69
RICHARD ANDERSON	1592	PAVILION DEPOSIT REFUND	0	00/00/0000	50.00
				Vendor Total:	50.00
BECKETT & RAEDER	B017	PLANNING SERVICES	0	00/00/0000	790.00
				Vendor Total:	790.00
D&W MECHANICAL	D019	CUST#ELMW/MARINA REPAIR	0	00/00/0000	386.85
				Vendor Total:	386.85
CARL FERGUSON	F039	GRANT WRITING SERVICES	0	00/00/0000	112.50
				Vendor Total:	112.50
KRISTEN KRANTZ	1648	PAVILION DEPOSIT REFUND	0	00/00/0000	50.00
				Vendor Total:	50.00
KSS ENTERPRISES	K014	ACCT ELMWO110	0	00/00/0000	351.91
				Vendor Total:	351.91
LEELANAU COUNTY ROAD COMMI	L055	BLUEWATER DR PAVING	0	00/00/0000	26,518.92
				Vendor Total:	26,518.92
NETLINK	M185	TECH SUPPORT	0	00/00/0000	455.00
				Vendor Total:	455.00
PAUL MAURER	1528	PAVILION DEPOSIT REFUND	0	00/00/0000	50.00
				Vendor Total:	50.00
PRINTING SYSTEMS INC.	P045	ACCT 2495 AV APP ENVELOPES	0	00/00/0000	255.57
				Vendor Total:	255.57
PURE WATER WORKS	P055	marina	0	00/00/0000	82.00
				Vendor Total:	82.00
JEFF SHAW	S064	REIMBURSEMENT	0	00/00/0000	3.00
				Vendor Total:	3.00
SMITH & JOHNSON, ATTORNEYS,	S034	SPECIAL EVENTS AMENDMENT	0	00/00/0000	225.00
				Vendor Total:	225.00
TRAVERSE CITY LIGHT & POWER	C093	ACCT#00174230-5	0	00/00/0000	21.50
				Vendor Total:	21.50
VERIZON WIRELESS	V014	ACCT#682962913-00001	0	00/00/0000	91.41
				Vendor Total:	91.41
WADE TRIM	W107	BREWERY CREEK PARKING & DRAIN	0	00/00/0000	5,703.13
				Vendor Total:	5,703.13
WELLS FARGO VENDOR FINANCIA	W027	CONTRACT#450-0093930-000	0	00/00/0000	90.71
				Vendor Total:	90.71
X-CEL NORTH	X010	GHP SUPPLIES	0	00/00/0000	77.17
				Vendor Total:	77.17
				Grand Total:	36,216.35
				Less Credit Memos:	0.00
				Net Total:	36,216.35
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	36,216.35
	Total Invoices:	26			