

To: Elmwood Township Board

From: Sarah Clarren, Planner/Zoning Administrator

RE: June 2022 Planning and Zoning Report

PERMITS:	6/2022	5/2021	YTD 2022	YTD 2021
Single Family Dwelling	4	3	16	13
Attached SFD	0	0	0	0
Accessory Building	3	0	8	8
AG Building	0	0	0	0
Residential Addition	0	2	2	5
Deck	1	0	5	5
Sign	0	0	3	0
Commercial	0	0	2	0
Misc.	0	1	8	3
Total Permits	8	6	44	34
Fees Collected	\$734.80	\$643.32	\$3,518.72	\$2,546.50

Zoning Board of Appeals:

Past Meetings – No June meeting

Future Meetings – July 6, 2022 – Cases #2022-06 Request by Donald Beem at 9560 E Harbor Hills Dr, Parcel #45-004-570-049-00 for a 11.3’ foot rear yard setback variance to replace a deck and Case #2022-07 Request by Chet and Jane Janik at 10706 S Blue Ridge Dr, Parcel #45-004-240-015-00 for a 9-foot side yard setback variance for 14’ x 28’ storage building.

Planning Commission:

Past Meetings – 6/21 –

- Extension request for Socks residential development (SPR) - granted
- Public Hearing on above referenced solar array - granted
- Food Trucks

Future Meeting – 7/19: agenda not yet set, but will include a minimum of:

- Zoning Ordinance Map Amendment Request Introduction – Parcel #s: 260-018-00, 280-019-00, and 028-122-00. Request change from R-1 to NC.

Office Updates:

- Continues with Parks & Rec on 5-year update to the Parks & Rec Plan – next meeting 7/13. Had planned on including survey notice in tax bill, but have to do it as a separate piece of mail.
- Food Trucks. Discussion is still before the Planning Commission. Commission has had significant discussion on this matter; current discussion involves creating an additional section in Article 3 (General Provisions); allow as a temporary use in specific high-traffic zoning districts. Will likely not have language this year.
- - STRs. Since last report, one additional license issued (total now 87). Two new applications received and are pending.

Elmwood Township Marina

Peter J Moon Harbormaster

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

Harbormaster Report

July 7, 2022

"Very helpful staff at the ramp. Ramps are in great condition. I stood around the fish cleaning station without knowing it. I asked the attendant if they're catchin any fish thinking no from the lack of flies and smell. He opened a door and showed me barrels of frozen fish entrails. Wow, top notch." Jim 7/7/2021 Google Review

"Absolutely the cleanest restrooms. Friendly staff helped with launching boat. Nice place." Steve Google review

The Airshows brought a large presence to the marina with launches beginning Thursday June 30 through Sunday July 3. We launched nearly 1000 boats. This includes commercial launches, daily launches, transient and season passes.

I am quite pleased with my deputy Clem Thompson and my staff who as ambassadors for Elmwood Township, went above and beyond their required hours even forgoing breaks to serve the large crowds over the weekend.

Our "safety first" policy has helped so many novice boaters avoid disaster. Our staff is suggesting things like using dock-lines, checking drain plugs and engine outdrive lifting. With an observant staff we have saved thousands of dollars for boaters and just as important, saved lots of vacation hours from disaster at the dock and on the water.

We have been doing a lot of landscape beautification at the marina and have added the Harbor Park to our mowing and trimming detail.

A great thank you to the board for authorizing the tote lift for trash cans. This was put into practice at least 50 times since we received it last week. Staff are very appreciative.

Finally, I look forward to working with the engineers, our marina committee and this board in the completion of our beautiful destination boating and recreation spot. Elmwood Township Marina.

Respectfully Submitted,

Peter J Moon
Harbormaster ETM

**CHARTER TOWNSHIP OF ELMWOOD
REGULAR BOARD MEETING
JUNE 13, 2022
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, Jim O'Rourke, Deborah Allen, Dave Darga and Terry Lautner

Excused: Chris Mikowski

Declaration of Conflict of Interest:

None

Public Comment

Deb Beaton, Pat Slaven, John Popa

Consent Calendar:

Department Reports:

Treasurer
Planning/Zoning
Fire
Harbormaster

Committee Reports:

Minutes:

5-9-22
5-23-22

Post Audit Invoices 5-15-22 through 6-2-22

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

Agenda Approval

Trustee O'Rourke requested that the Board move e, Speed Limit Study Request up to a, and add i, Plow Truck Options

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO APPROVE THE AGENDA AS AMENDED BY MOVING E TO A AND ADDING I, PLOW TRUCK OPTIONS. The motion passed unanimously by a voice vote.

Supervisor Remarks

Supervisor Shaw submitted a written report and added that the DPW will be working on sewer lines that carry flow from Elmwood Township and we will need to pay our percentage of the costs based on the Master Sewer Agreement. He also explained that Elmwood Township received a Petition for Representation Proceedings from the Michigan Department of Labor And Economic Employment Relations Commission (MERC) Labor Relations Division. The purpose of the petition was for Certification of Representative. In

simple terms, a majority of the Elmwood Township Firefighters have expressed an interest in unionizing. Supervisor Shaw contacted our Township Attorney who referred him to a labor relations attorney. The attorney would like to have a meeting with the Board prior to any Board member interacting with potential IAFF union members.

Trustee Remarks

Trustee Allen mentioned the update of the 5 Year Parks and Rec Plan. They are looking at ADA compliance at the Cherry Bend Playground and would like a small budget in order to change out some play equipment at the park.

Engineer's Report

None

Other Officer Remarks

Chief Tampa reviewed his written report. Chuck Raney from Buildings and Grounds was hoping that we could move on getting the irrigation bids.

Communications from the Clerk

Clerk Preston stated that absentee ballot applications have been mailed out and are coming back quickly.

OLD BUSINESS

None

NEW BUSINESS

Speed Limit Study Request

Dave Newhouse presented a request to review the speed limit along Cherry Bend Rd where the north entrance of Cedar Creek Commons, and the entrances to Woodwinds and Orchard Creek are located. He explained that many people try to walk across the road between these places but do not have enough time to cross safely.

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE ALLEN TO REQUEST THE LEELANAU COUNTY ROAD COMMISSION DO A SPEED STUDY AND SAFETY AUDIT. The motion passed unanimously by a voice vote.

Updated Brewery Creek Parking Layout

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE O'ROURKE TO ACCEPT LAYOUT 2 WITH 2 PARKING SPACES AT THE END AND CHANGE THE 13 SPOTS TO ANGLE PARKING. The motion passed unanimously by a voice vote.

Timberlee Water System Tank Review

Engineer Ken Schwerdt presented the options and costs for replacing the tank as was requested at the prior meeting. The most cost-effective option is to replace the tank while maintaining the same location. There would not be an over pressure situation with the new tank. There was consensus of the Board to accept that option. Trustee Darga would like it to be in writing from EGLE that this is acceptable to them. Ken Schwerdt added that there would be more discussion with EGLE and Wade Trim will look for funding resources.

Bids for Greilickville Harbor Park Deck Repair

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGE TO ACCEPT THE CONTRACT WITH LTD IN THE AMOUNT OF \$12,500.00. The motion passed unanimously by a voice vote.

Life Jacket Library

Willow Myles Nuffer of Mission Blues presented the design for the life jacket stand to be located at Greilickville Harbor Park. The Supervisor explained that the Township needs to have a contract with Mission Blues in order to install the stand. MOTION BY TRUSTEE ALLEN, SECONDED BY TRUSTEE O'ROURKE TO MOVE FORWARD WITH THE LIFE JACKET STAND AND AUTHORIZE THE SUPERVISOR TO SIGN THE CONTRACT. The motion passed unanimously by a voice vote.

Fireworks Permit Request

The Board considered the Fireworks Display Permit Application submitted by The Boom Boom Club and reviewed by Chief Tampa. MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE DARGA TO APPROVE THE FIREWORKS DISPLAY PERMIT. The motion passed unanimously by a voice vote.

Marina Trash Tote Emptying System

Harbormaster Pete Moon presented three options for purchasing equipment that would safely lift the wheeled trash bins to dump into the large dumpster. It is difficult for staff to lift these bins without reaching in a pulling some of the trash out, some of which is not bagged, in order to make them light enough to lift. MOTION BY TRUSTEE ALLEN, SECONDED BY TRUSTEE O'ROURKE TO PURCHASE THE DUMP DOLLY FOR THE MARINA IN THE AMOUNT OF \$3155.19. The motion passed unanimously by a voice vote.

Schedule Road Maintenance Public Hearings

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE LAUTNER TO SCHEDULE THE ROAD MAINTENANCE SPECIAL ASSESSMENT DISTRICTS PUBLIC HEARINGS FOR JULY 11, 2022. The motion passed unanimously by a voice vote.

Plow Truck Options

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE DARGA TO EQUIP THE NEW GMC TRUCK WITH A PLOW ASSEMBLY AS WELL AS KEEP THE PLOW ASSEMBLY ON THE OLD FORD TRUCK SO THE GMC CAN BE USED AS A BACK UP FOR PLOWING. The motion passed unanimously by a voice vote.

PAYMENT OF INVOICES

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE ALLEN TO PAY THE INVOICES IN THE AMOUNT OF \$69,463.94. The motion passed unanimously by a voice vote.

PUBLIC COMMENT

None

Adjournment

Supervisor Shaw adjourned the meeting at 8:10 p.m.

**CHARTER TOWNSHIP OF ELMWOOD
SPECIAL BOARD MEETING
JUNE 30, 2022
IN THE TOWNSHIP HALL**

Call to Order:

Supervisor Shaw called the meeting to order at 4:00 p.m.

Pledge of Allegiance:

Supervisor Shaw led the Pledge of Allegiance.

Roll Call:

Present: Jeff Shaw, Connie Preston, Jim O'Rourke, Deborah Allen, Dave Darga, Terry Lautner and Chris Mikowski

Excused: None

Declaration of Conflict of Interest:

None

Public Comment

None

Agenda Approval

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE DARGA TO APPROVE THE AGENDA AS PRESENTED. The motion passed unanimously by a voice vote.

NEW BUSINESS

Closed Session for the Purpose of Discussing Labor Negotiations and an Attorney-Client Opinion

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE DARGA TO GO INTO CLOSED SESSION FOR THE PURPOSE OF DISCUSSING LABOR NEGOTIATIONS AND AN ATTORNEY-CLIENT OPINION. The motion passed 7-0 by a roll call vote.

MOTION BY TRUSTEE LAUTNER, SECONDED BY CLERK PRESTON TO RETURN TO OPEN SESSION. Motion passed 6-1 by a roll call vote with Trustee Darga voting no.

Parks and Recreation Committee Appointment

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE ALLEN TO APPOINT SARA KOPRIVA TO THE PARKS AND RECREATION COMMITTEE TO A 2 YEAR TERM MAY 1, 2022- APRIL 30, 2024. The motion passed 6-1 with Trustee O'Rourke voting no.

Irrigation Bids

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE O'ROURKE TO ACCEPT THE JP LANDSCAPE IRRIGATION BID WITH A NOT TO EXCEED OF \$11,150.00 AND WITH A VERIFICATION OF WHICH WELL IS BEING USED AND ITS VOLUME AND THE SCHEMATICS. The motion passed unanimously by a voice vote.

Deputy Chief Hiring

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE O'ROURKE TO TABLE UNTIL THE AUGUST MEETING. The motion passed unanimously by a voice vote.

PUBLIC COMMENT

None

Adjournment

Supervisor Shaw adjourned the meeting at 5:05 p.m.

Check Register Report

Date: 07/05/2022

Time: 3:46 pm

Page: 1

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
36631	06/17/2022	Printed			Z003	HUNTINGTON NATIONAL BANK	ACCT ENDING 2407	3,275.50
36632	06/23/2022	Printed			A050	ACCIDENT FUND OF MICHIGAN	VCV 0159551 34 03 9009314	10,576.00
36633	06/23/2022	Printed			B111	BLUECROSS BLUESHIELD OF GROUP	007015150710 MI	418.76
36634	06/23/2022	Printed			C029	CHARTER COMMUNICATIONS	ACCT#8245 12 895 0008281	518.04
36635	06/23/2022	Printed			C010	CHERRYLAND ELECTRIC COOP	ACCT#9902700	113.22
36636	06/23/2022	Printed			C093	CITY OF TRAVERSE CITY	ACCT#531765-118432 UTILITIE	18.74
36637	06/23/2022	Printed			C040	CONSUMERS ENERGY	ACCT#1000 5299 8042	3,413.50
36638	06/23/2022	Printed			M020	DTE ENERGY	ACCT#9100 215 3113 2	320.98
36639	06/23/2022	Printed			E013	ELEVATE NET	MARINA PHONE	149.97
36640	06/23/2022	Printed			M008	GFL ENVIRONMENTAL	ACCT#002119662	429.11
36641	06/23/2022	Printed			G425	GUARDIAN	GROUP ID 00 357534	415.34
36642	06/23/2022	Printed			P043	PRIORITY HEALTH	GROUP ID 790105 S001	4,675.41
36643	06/23/2022	Printed			V023	VSP	CLIENT ID 30031936	251.05

Total Checks: 13

Checks Total (excluding void checks):

24,575.62

Total Payments: 13

Bank Total (excluding void checks):

24,575.62

Check Register Report

Date: 07/05/2022

Time: 3:46 pm

Page: 2

ELMWOOD TOWNSHIP

BANK: ONLINE PAYMENTS

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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ONLINE PAYMENTS Checks

500011	06/15/2022	Printed			S146	SUPERFLEET MASTERCARD PROGRAM	ACCT#FB627	1,358.60
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Total Checks: 1	Checks Total (excluding void checks):	1,358.60
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Total Payments: 1	Bank Total (excluding void checks):	1,358.60
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Total Payments: 14	Grand Total (excluding void checks):	25,934.22
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The Supervisor's Report

7/11/22

1. The 2021 Water Quality Reports for Timberlee and the Greilickville Water System have been released and were both excellent.
2. The epoxy on the floors of the bathrooms in Greilickville Harbor Park are stained and peeling. We were able to get 2 quotes. They are on tonight's agenda.
3. We have received another quote for drinking fountains. The item is on the Agenda. They are incredibly expensive, so we'll have to decide what we want to do.
4. The pavilion by the playground in Cherry Bend Park is 95% complete. It's beautiful, so stop and check it out when you can.
5. Our project here at the Township Hall is, like everything else, taking longer than anticipated. Between material delays and a lack of available workers, they are getting closer to the end.
6. I will be attending an MDOT Traffic Safety Audit meeting on July 21, 2022 regarding M-22 from M-72 to Lakeview Hills Road.



Wade Trim, Inc.
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231.947.7400 • www.wadetrim.com

June 28, 2022

Elmwood Charter Township
10090 East Lincoln Road
Traverse City, MI 49684

Attention: Mr. Jeff Shaw
Township Supervisor

Re: Multi-use Trail Improvements Review
Cherry Bend Road, Elmwood Charter Township

Dear Jeff:

As requested, we reviewed the Cherry Bend Road corridor from M22 to Lincoln Road regarding adding a sidewalk to improve pedestrian access between M22 and the Township Hall facilities on Lincoln Road. This letter outlines our findings, proposes some options, and provides estimated costs for each option.

Existing Conditions

The Cherry Bend Road corridor appears to have at least a 66-foot wide right of way, which gets wider as Cherry Bend approaches M22. The existing road consists of two 10-foot wide travel lanes with 6-foot paved shoulders on each side resulting in a total road width of about 32 feet. The roadway is generally raised above the surrounding grade, and intermittent ditches provide drainage along both sides of the road. Utility poles exist on both sides, with the primary lines on the south and east side. The sanitary sewer runs along the north side then switches to the west when Cherry Bend turns to the north. Trees, landscaping, fences and mailboxes occupy both sides of the roads. A section of a creek runs along the west side of Cherry Bend as it reaches the Township Park area.

Neither side of the road appears to provide a ready location for adding a sidewalk. The addition of a sidewalk will require enclosing or relocating ditches, moving utility poles, and removing landscaping and adding fill to create a wide enough level area. Any addition of pedestrian space will be an invasive project to adjacent homeowners, and some parcels will require temporary grading easements to complete the work. After performing a preliminary site investigation, we believe that a portion of the existing residences on the north side of Cherry Bend are too far below the existing road grade to accommodate adding a flat section of sidewalk to their driveway entrances. Several of the existing drives meet the road shoulder with a relatively steep slope, therefore adding a flat section of sidewalk may not be feasible or would require lowering the road and regrading their entire driveway.

We investigated three different potential options for adding pedestrian walkways:

Option 1

The simplest solution is to widen the existing shoulder to 10' wide to give more room for pedestrians as well as bicyclists. This requires no change to the existing road but extends the shoulder 4' wider on one side of the road. The best route for this is the south side of the road from M-22 up to the TART Trail then switching to the north/east side. Another crossing would then be provided to access the Township Hall Park site. A double white line would provide a visual separation between the vehicles and the pedestrians, but no physical barrier would be provided. This is the least cost option at \$445,000. An itemized cost estimate and typical cross section are provided at the end of this letter.

- No change to existing road center line or driving lanes
- Wide shoulder one side of road
- Widening crosses south to north at TART Trail
- Concrete sidewalk from M-22 to recycling center to keep pedestrians out of intersection
- No physical barrier for vehicle/pedestrian separation, double white line for visual separation

Option 2

Option 2 would add a 5' wide sidewalk outside of the existing shoulder which would provide a separate path for pedestrians while bicyclists would continue to utilize the existing paved shoulders. This would follow the same route as outlined above with the beginning on the south side and transitioning to the north side at the TART Trail. Curb and gutter and storm sewer would be required on the side of the road where the sidewalk is installed. The road commission has stated that curb on only one side of the road is undesirable so curb may be required on both sides. Anticipated cost for this option is \$1,413,000 with curb on one side, and \$1,638,000 with curb on both sides. An itemized cost estimate and typical cross section are provided at the end of this letter.

- Curb and gutter on at least one side, both sides likely per LCRC
- Storm sewer and inlets wherever curb is placed
- Trail cross over from south to north side of Cherry bend at TART Trail

Option 3

A third option is to remove the existing shoulders and add a 10' wide multi-use path on one side. This option requires realigning the current Cherry Bend center line to get the driving lanes to one side of the currently developed roadbed. Due to this realignment, the path would need to stay on the south and west side of the road from M-22 to the Township Park. This option would require curb and gutter and storm sewer on both sides of the road. The stream along the north-south portion of Cherry Bend from E. Picwick Ct to the Twp Park would need to be enclosed to provide room for the trail. This option is anticipated to be \$2,089,000. An itemized cost estimate and typical cross section are provided at the end of this letter.

- Realigns existing centerline of Cherry Bend to one side of existing road bed
- Curb & gutter both sides
- Storm sewer and inlets
- Creek enclosure required

The options of a separate sidewalk or multi-use path are the safest options for pedestrians; however they are large enough projects that they should be considered as a part of a road reconstruction project. A full reconstruction would likely result in better utilization of the entire right of way and alignment changes as both the Road Commission's and the Township's improvement goals could be pursued simultaneously.

If you have any questions or require additional information, please feel free to contact us.

Sincerely,

Wade Trim, Inc.



Kenneth D. Schwerdt, PE

KDS:jlb

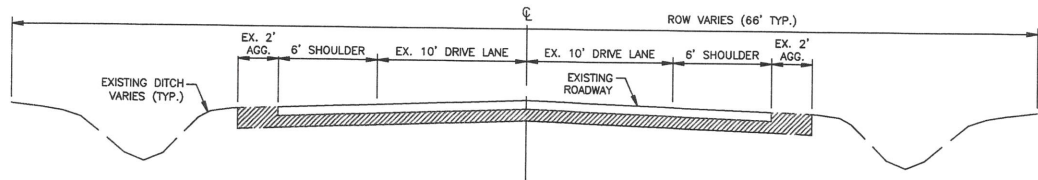
ELM 2019.01C

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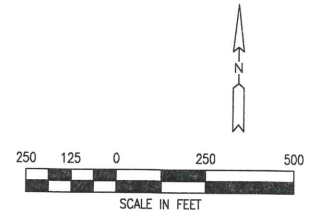
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 C:\P\WORK\GARDARY\07242021\CHERRY_BEND_SIDEWALK_CONCEPT_LAYOUT_1 - FULL SCALE GREY SCALE.SB5



CHERRY BEND ROAD PROPOSED PEDESTRIAN ROUTE



EXISTING TYPICAL CROSS SECTION



WADE TRIM
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 Traverse City, MI 49684
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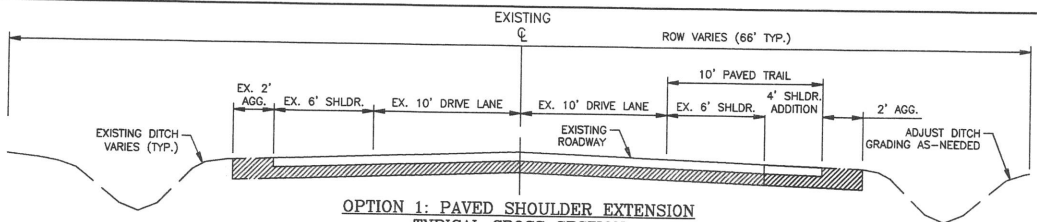
ELMWOOD CHARTER TOWNSHIP
 10090 EAST LINCOLN ROAD
 TRAVERSE CITY, MI 49684

CHERRY BEND ROAD SIDEWALK
 CONCEPT LAYOUT

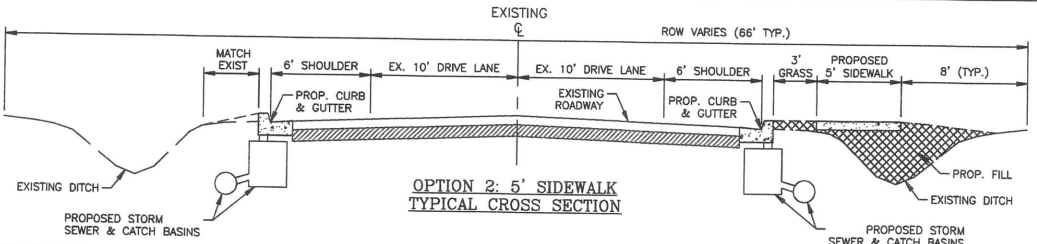
JOB NO. ELM2019.01C
SHEET 1

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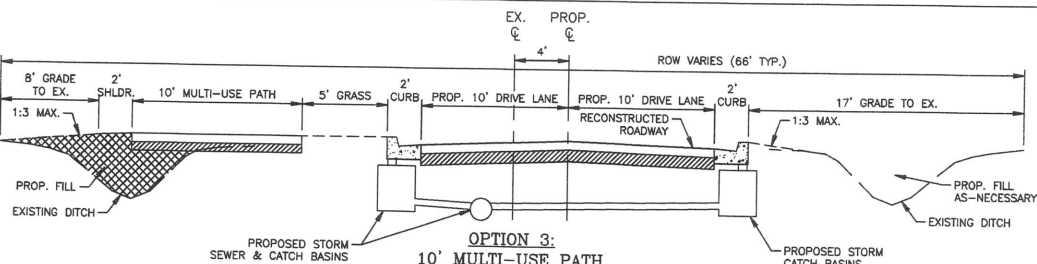
PROJECT MANAGER: JEN SCHWERTZ, PE FIELD SUPERVISOR: MICHAEL WILSON
C:\P\WORK\CHERRYBEND\CHERRYBEND_SIDWALK_CONCEPTUAL\2 - FILL SCALE (RED) SCALE: 1" = 10' - PLOTTED 7/5/2022 2:15 PM BY: BODART, DARRIN



**OPTION 1: PAVED SHOULDER EXTENSION
TYPICAL CROSS SECTION**



**OPTION 2: 5' SIDEWALK
TYPICAL CROSS SECTION**



**OPTION 3:
10' MULTI-USE PATH**

WADE TRIM
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ELMWOOD CHARTER TOWNSHIP
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TRAVERSE CITY, MI 49684

CHERRY BEND ROAD SIDEWALK
CONCEPTUAL CROSS SECTIONS

JOB NO. ELM2019.01C
SHEET 2

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 PH: 231.947.7400 - FAX: 231.946.1000

Option 1
Engineer's Estimate
Cherry Bend Road Pedestrian Improvements
Paved Shoulder Widening
June 28, 2022
Wade Trim Project No. ELM201901C

The project estimate is Wade Trim's opinion of probable cost based upon the available information.

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1 Mobilization, Max. 5%	1	LS	\$15,390.00	\$15,390
2 Traffic Maintenance and Control	1	LS	\$30,000.00	\$30,000
3 Remove Existing Asphalt Pavement	2,650	SYD	\$10.00	\$26,500
4 Site Grading	4,100	Ft	\$6.00	\$24,600
5 Fill, Class II Sand	600	CYD	\$22.00	\$13,200
6 22A Aggregate Base, 6"	1,500	SYD	\$12.00	\$18,000
7 22A Aggregate Base, 8"	1,780	SYD	\$15.00	\$26,700
8 HMA Approach, 220 LBS/SYD	75	TON	\$150.00	\$11,250
9 HMA Base Course, 220 LBS/SYD	200	TON	\$150.00	\$30,000
10 HMA Top Course, 220 LBS/SYD	200	TON	\$150.00	\$30,000
11 Concrete Curb and Gutter	200	LFT	\$33.00	\$6,600
12 Concrete Sidewalk, 4"	2,500	SFT	\$8.00	\$20,000
13 Utility Adjustments	1	LS	\$14,000.00	\$14,000
14 Pavement Markings	1	LS	\$16,000.00	\$16,000
15 Relocate Signs & Mailboxes	1	LS	\$7,500.00	\$7,500
16 Restoration	2,225	SYD	\$15.00	\$33,375
			Estimated Construction Cost:	\$324,000
			Contingencies (10%)	\$32,000
			Survey, Engineering, Construction Svcs. (25%)	\$89,000
			Total Engineer's Estimate	\$445,000



10850 East Traverse Highway, Suite 2260, Traverse City, MI 49684
 PH: 231.947.7400 - FAX: 231.946.1000

Option 2
Engineer's Estimate
Cherry Bend Road Pedestrian Improvements
5 Foot Wide Sidewalk Addition
June 28, 2022
Wade Trim Project No. ELM2019.01C

The project estimate is Wade Trim's opinion of probable cost based upon the available information.

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1 Mobilization, Max. 5%	1	LS	\$48,870.00	\$48,870
2 Traffic Maintenance and Control	1	LS	\$30,000.00	\$30,000
3 Remove Existing Asphalt Pavement	2,662	SYD	\$10.00	\$26,620
4 Site Grading	4,083	Ft	\$6.00	\$24,498
5 Fill, Class II Sand	800	CYD	\$22.00	\$17,600
6 22A Aggregate Base, 6"	2,208	SYD	\$12.00	\$26,500
7 22A Aggregate Base, 8"	454	SYD	\$15.00	\$6,805
8 HMA Approach, 220 LBS/SYD	243	TON	\$150.00	\$36,438
9 HMA Base Course, 220 LBS/SYD	50	TON	\$150.00	\$7,486
10 HMA Top Course, 220 LBS/SYD	50	TON	\$150.00	\$7,486
11 Concrete Curb and Gutter	4,100	LFT	\$33.00	\$135,300
12 48" Catch Basin	14	EA	\$3,200.00	\$43,733
13 Catch Basin Cover, Type K	14	EA	\$1,100.00	\$15,033
14 12" Reinforced Concrete Pipe	4,200	LFT	\$80.00	\$336,000
15 12" Concrete End Section	4	EA	\$1,000.00	\$4,000
16 Concrete Sidewalk, 4"	21,378	SFT	\$8.00	\$171,021
17 Utility Adjustments	1	LS	\$40,000.00	\$40,000
18 Pavement Markings	1	LS	\$10,000.00	\$10,000
19 Relocate Signs & Mailboxes	1	LS	\$7,500.00	\$7,500
20 Restoration	2,089	SYD	\$15.00	\$31,329
Estimated Construction Cost:				\$1,027,000
Contingencies (10%)				\$103,000
Survey, Engineering, Construction Svcs. (25%)				\$283,000
Total Engineer's Estimate				\$1,413,000



10850 East Traverse Highway, Suite 2260, Traverse City, MI 49684
 PH: 231.947.7400 - FAX: 231.946.1000

Option 3
Engineer's Estimate
Cherry Bend Road Pedestrian Improvements
10 Foot Wide Multi-Use Path
June 28, 2022
Wade Trim Project No. ELM2019.01C

The project estimate is Wade Trim's opinion of probable cost based upon the available information.

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1 Mobilization, Max. 5%	1	LS	\$72,320.00	\$72,320
2 Traffic Maintenance and Control	1	LS	\$30,000.00	\$30,000
3 Remove Existing Asphalt Pavement	7,300	SYD	\$10.00	\$73,000
4 Site Grading	4,083	Ft	\$6.00	\$24,498
5 Fill, Class II Sand	1,200	CYD	\$22.00	\$26,400
6 22A Aggregate Base, 6"	4,560	SYD	\$12.00	\$54,720
7 22A Aggregate Base, 8"	1,825	SYD	\$15.00	\$27,375
8 HMA Approach, 220 LBS/SYD	775	TON	\$150.00	\$116,250
9 HMA Base Course, 220 LBS/SYD	200	TON	\$150.00	\$30,000
10 HMA Top Course, 220 LBS/SYD	200	TON	\$150.00	\$30,000
11 Concrete Curb and Gutter	8,200	LFT	\$33.00	\$270,600
12 48" Catch Basin	27	EA	\$3,200.00	\$87,467
13 Catch Basin Cover, Type K	27	EA	\$1,100.00	\$30,067
14 12" Reinforced Concrete Pipe	4,500	LFT	\$80.00	\$360,000
15 12" Concrete End Section	4	EA	\$1,000.00	\$4,000
16 30" Reinforced Concrete Pipe	500	LFT	\$200.00	\$100,000
17 Utility Adjustments	1	LS	\$40,000.00	\$40,000
18 Pavement Markings	1	LS	\$20,000.00	\$20,000
19 Relocate Signs & Mailboxes	1	LS	\$20,000.00	\$20,000
20 Relocate Power Poles	1	LS	\$50,000.00	\$50,000
21 Restoration	6,500	SYD	\$8.00	\$52,000
Estimated Construction Cost:				\$1,519,000
Contingencies (10%)				\$152,000
Survey, Engineering, Construction Svcs. (25%)				\$418,000
Total Engineer's Estimate				\$2,089,000



PROJECT FUNDING ANALYSIS

To: Jeff Shaw, Supervisor | Elmwood Township

From: Wayne Hofmann | Wade Trim
Kenneth Schwerdt, PE | Wade Trim

Date: July 6, 2022

Subject: Funding/Finance for Timberlee Water System Project

This document identifies potential funding sources for water system improvements within Elmwood Township at the former Timberlee resort area. Our understanding of the system includes the following:

- Domestic use only, with no fire protection.
- System consists of 3 wells, a hydropneumatic tank, booster pump station, pressure reducing valves, 6" mains, and flushing hydrants.
- There are 125 connections with 190+/- living units served, including condo/apartment properties.
- The work proposed includes replacing a large hydropneumatic tank, some booster pumps and updating some electric and controls. Total estimate is around \$400,000.
- The Township has received letters from EGLE for 20+ years as the existing tank is past its design life (50+ years old) and operates over its rated pressure capacity. Although there are no current violations, it is a long-term issue on sanitary surveys.
- There is no contamination risk detected within the drinking water system.

The Township is unlikely to qualify for grant portions of popular water funding programs such as USDA-Rural Development or the Michigan Drinking Water Revolving Fund, due to the Township's relatively high median household income (\$68,570). Further, since this project primarily serves a residential community, it is not likely to compete for economic development funding.

However, the both programs are an option for low-interest, sub-market rate loans to support the project. The Township's debt for business-type activities consists of 2004 Special Assessment bonds



scheduled for retirement in 2024. Once retired, those funds would be available to service debt associated with the Timberlee water system improvements.

The most likely sources of funding are listed in this memorandum.

AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS

Elmwood Township will receive \$472,893 in local recovery funds from the American Rescue Plan Act (ARPA). One of the four enumerated uses for ARPA funds are investments in water and sewer infrastructure. The water system improvements, either in whole or a portion of, would be an eligible use for these funds.

Since there are likely other needs within the Township, an option would be to partially fund the water system project using ARPA funding and issuing debt for the remainder.

USDA RURAL UTILITIES SERVICE WATER AND WASTE DISPOSAL PROGRAMS

Currently, the Median Household Income of Elmwood Township exceeds the USDA's maximum income for grant eligibility, although the Township would qualify for the agency's market rate of 2.5% for loans, which may go out to 40 years. For a project this size, pursuing USDA loans may exceed the Township's needs. Also, USDA would not participate in the project if the Township's water and sewer funds are combined.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE)

The Drinking Water State Revolving Fund (DWSRF) provides funding for drinking water projects in the State of Michigan. Elmwood Township does not qualify for additional subsidy in the form of grants or principal forgiveness through DWSRF.

Currently, DWSRF offers loan terms of 1.875% over 20 years and 2.125% over 30 years. While a DWSRF loan is an option, the process of developing a project planning document may not provide the savings over a short-term bond or municipal note. Short-term infrastructure bonds and municipal notes may range from 3-5% currently depending on scale and term.

MICHIGAN LEGISLATURE

Michigan Strategic Fund Michigan Infrastructure Grant

Since 2019, the Michigan Legislature has included Michigan Infrastructure Grants and Michigan Enhancement Grants within the state budget appropriations process. There is no formal process for applying for a grant and requests should be communicated to local Representatives and State Senators. While funding is in the form of a grant, recipients are required to enter formal grant agreements and comply with certain requirements through the Michigan Strategic Fund.

As a best practice, it is recommended that a short summary of a priority project is submitted to both the local representative and Senatorial offices by the end of January, so that it may be considered during the state budget process.

It should be noted that many factors impact the competitiveness of a project funding request that have nothing to do with the merits of the project. These grants are typically made when state revenues exceed projected expectations. Also, political considerations and the position of the elected representatives on relevant committees are critical factors impacting whether a request is included in the final State budget.

Due to the nature of the Timberlee water system project, it is not likely it would be considered a high priority for a Michigan Infrastructure Grant.

CONCLUSIONS

The Township's best source of grant funding for the Timberlee water system project is to utilize ARPA funds. Water system improvements are a clear, enumerated use under the US Treasury Guidelines and using these funds provide a relatively low level of administrative burden for a community the size of Elmwood Township in comparison to other sources such as USDA and DWSRF.

Issuing short-term debt in support of the project is also an option, considering the Township's impending retirement of debt associated with the water system. Any long-term funding decisions should be made considering the long-term capital and operational needs of your infrastructure systems. Wade Trim will be happy to discuss potential options further with the Township if desired.

WRH:KS

ELM2001.05C

<projectwise/Documents/Projects/E/Elm2001/05c/Docs/Correspondence/>

Connie Preston

From: Jeff Shaw
Sent: Wednesday, July 06, 2022 4:07 PM
To: Connie Preston
Subject: FW: Pressure Tanks

From: Jennifer Hodges <jennifer@gfa.tc>
Sent: Tuesday, June 28, 2022 3:29 PM
To: JEFF SHAW <supervisor@elmwoodtownship.net>
Cc: BRIAN SOUSA <BSOUSA@WadeTrim.com>; chuck@garfield-twp.com
Subject: Pressure Tanks

Happy Tuesday! Garfield Twp has abandoned 2 booster stations on the west side of town and with that have 2 pressure tanks that are in decent conditions and would be available. They are each 3,000 gallons
Within the next year we will also have available a 10,000 gallon pressure tank as well
Was thinking they might be a very cost effective solution for you for Timberlee if you have not finalized a solution yet.
I can provide some more information if interested

Jennifer

Jennifer Graham (Hodges), PE
Director of Engineer



123 W Front Street | Traverse City, MI 49684
tel (231) 946.5874 | cell (231) 313.4861
fax (231) 946.3703

[website](#) | [mobile website](#) | [grant blog](#) | [vCard](#) | [map](#) | [email](#)



Confidentiality Note: This e-mail and any attachments are confidential and may be protected by legal privilege. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you.



June 24, 2022

Sent via email: supervisor@elmwoodmi.gov

Mr. Jeff Shaw, Supervisor
Elmwood Township
10090 E Lincoln Rd
Traverse City, MI 49684

Re: Special Assessment – Parcel #45-004-028-056-10

Mr. Shaw:

I am happy to provide my response to your inquiry regarding the special assessment issue for the above-mentioned parcel.

Each parcel within the special assessment district was promised access to the water main and provided a service lead that the property owner could connect to for public water. Each parcel was assessed a lump sum of \$6,600 and was allowed to pay in installments with interest added. The Assessment included a service lead. All costs associated with connection to the system were to be born by the property owner.

Under normal circumstances, this Assessment would be considered "legal".

This parcel does not have water main across the entirety of the frontage and is forced to excavate under Cedar Creek to connect to the existing service lead. No other property has this issue that I can tell. The cost to have this work completed far exceeds the cost of the assessment and would require special permits from the State of Michigan.

In my opinion the Township has (3) three options:

1. Do nothing
2. Provide a usable lead to the property
3. Remove the parcel from the service district and refund the special assessment

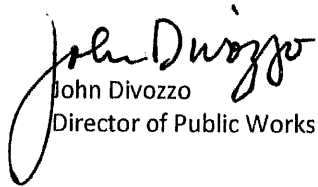
I am in the process of obtaining a legal opinion but can say with certainty that I would not have included this parcel in the district in the first place. Even if I had, I would have installed a service line that is readily accessible.

I can only recommend a course of action in this instance, but I would not do nothing. Options (2) and (3) are ethically sound with Option (3) being the less expensive of the two. If the Township Board is agreeable with my analysis and recommendation, then I would select Option (3) as in the best interests of the Township.

Please let me know if there is any additional information the board requires or any questions they may have. I am available for a board meeting should the board want me there.

Thank you.

Sincerely,


John Divozzo
Director of Public Works

Attachments

June 21, 2022

Re: Special Assessment for Greilickville Water Service

Dear Mr. Divozzo,

As you are aware, my residence (12691 S. West Bay Shore Dr., parcel number 45004-028-056-10) was included in the Special Assessment Role for the Greilickville Water System in 2004, but the water lead that was installed in the south portion of my yard is not realistically usable. As we have discussed, I would be happy to have either a usable lead installed, or a refund of my payments. I will leave that to the discretion of Elmwood Township.

I would request the opportunity to be on the Elmwood Township Board Agenda July 11, 2022.

I have paid \$9597.83 so far. Please see the attached payment history.

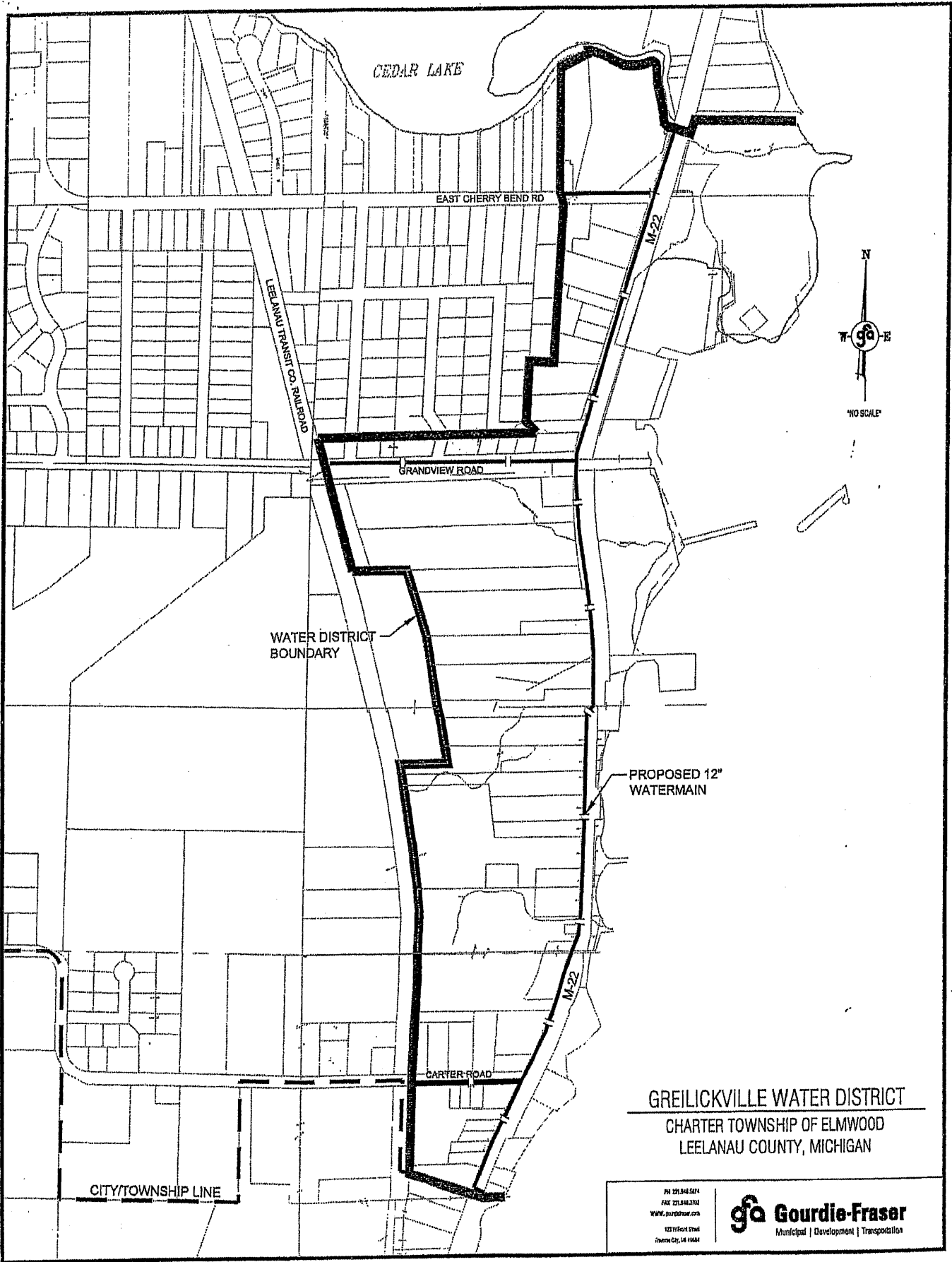
Thank you,

Jeffrey Kraw

Payment History

816 RS (GREIL H2O Res), Parcel: 45004-028-056-10
Owner: SHAW JEFFERY K, 12691 S WEST-BAY SHORE DR
Principal Left: 654.52

Period	Post Date	Principal Penalty	Admin Fee Addtl Penalty	Interest Cert Fee	Total	Receipt # Comments	Check #	Batch #
2004	01/06/2005	330.12 0.00	0.00 0.00	155.93 0.00	486.05		1903	
2005	12/07/2005	330.00 0.00	0.00 0.00	355.50 0.00	685.50		9642	
2006	11/29/2006	330.00 0.00	0.00 0.00	336.79 0.00	666.79		1305	
2007	12/10/2007	330.00 0.00	0.00 0.00	318.08 0.00	648.08		1848	
2008	12/30/2008	330.00 0.00	0.00 0.00	299.37 0.00	629.37		2408	
2009	12/01/2009	330.00 0.00	0.00 0.00	280.66 0.00	610.66		1137	
2010	12/06/2010	330.00 0.00	0.00 0.00	261.95 0.00	591.95		1087	
2011	12/01/2011	330.00 0.00	0.00 0.00	243.24 0.00	573.24		1245	
2012	11/30/2012	330.00 0.00	0.00 0.00	224.53 0.00	554.53		1528	
2013	12/30/2013	335.36 0.00	0.00 0.00	205.81 0.00	541.17			02013
2014	12/05/2014	330.00 0.00	0.00 0.00	186.80 0.00	516.80		1145	02013
2015	12/01/2015	330.00 0.00	0.00 0.00	168.09 0.00	498.09			00029
2016	12/06/2016	330.00 0.00	0.00 0.00	149.38 0.00	479.38		1137	00111
2017	11/28/2017	330.00 0.00	0.00 0.00	130.67 0.00	460.67	000816.3	1224	816.3
2018	11/26/2018	330.00 0.00	0.00 0.00	111.96 0.00	441.96		1004	18747
2019	11/18/2019	330.00 0.00	0.00 0.00	93.24 0.00	423.24	Transferred as Delq to W 2019		TAX TRANS.
2020	11/12/2020	330.00 0.00	0.00 0.00	74.53 0.00	404.53		1261	0000020042
2021	11/08/2021	330.00 0.00	0.00 0.00	55.82 0.00	385.82		1165	00000SA002
TOTALS		5,945.48 0.00	0.00 0.00	3,652.35 0.00	9,597.83			



GREILICKVILLE WATER DISTRICT
 CHARTER TOWNSHIP OF ELMWOOD
 LEELANAU COUNTY, MICHIGAN

PH 231.848.5474
 FAX 231.848.2703
 WWW.GOURDIEFRASER.COM
 12211 Fort Street
 Grand Haven, MI 49424



Q What fees can I expect to pay?

A 1. All property owners within the special assessment district will be required to pay their assessment for the water main (\$13,500 Commercial, \$6,600 Residential). Property owners may pay off this whole assessment, or they may elect to pay it off over twenty years with annual payments, which includes an interest fee. 2. Each property wishing to connect to the water main will need to make their own arrangements to have this construction done. This cost will vary for each property owner based upon their special circumstances. 3. If the property is connected to the water main within eighteen months, (of the main's completion) the "benefit fee" of \$1,200 will be waived for those property owners. 4. After the property is connected to the water system, water usage rates are anticipated to be about \$ 15.00 for the first 4,488 gallons per month (base rate) will be charged. There will be a charge of \$ 1.50 for each additional 748 gallons used..

Q How often will I be billed? Will I be billed separately for the assessment portion?

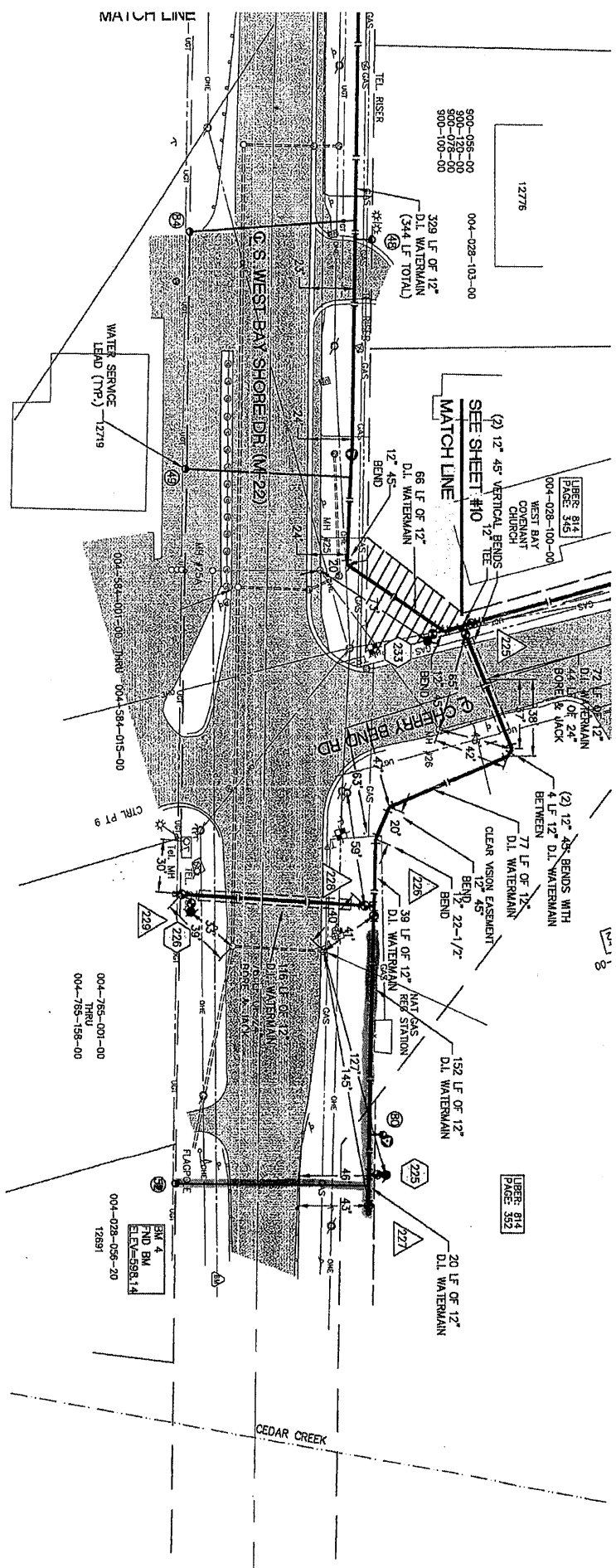
A You will be billed quarterly for your water usage. You will be billed annually for the special assessment

I hope this responds to questions you may have regarding the new water system in Elmwood Township. If I can be of further assistance, please contact me.

Sincerely,



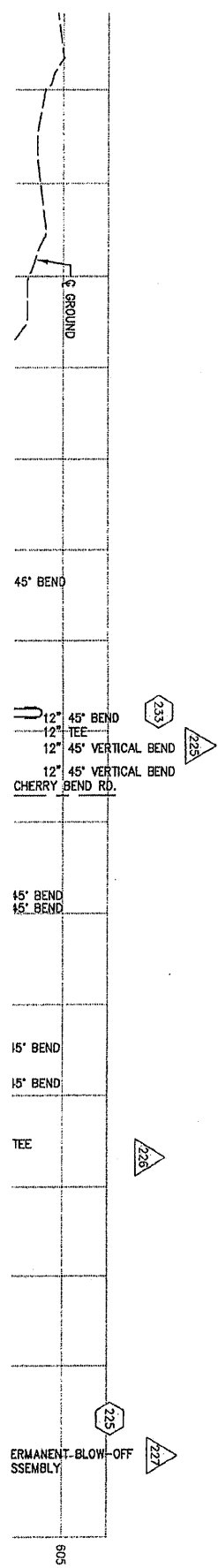
Noel Flohe, Supervisor



S. WEST BAY SHORE DRIVE (M-22)

SCALE: 1"=50' HORIZ.
SCALE: 1"=5' VERT.

WATER LEAD #	LOCATION OF WATER LEAD DISTANCE FROM VARIOUS LOCATIONS	DISTANCE FROM WATERMAIN TO END OF LEAD
48	161' North from HYD #224	8' West
49	299' North from HYD #224	96' East
50	DELETED	
51	DELETED	
52	12' North from HYD #225	113' East
80	128' North from GY #226	8' West
84	149' North from HYD #224	105' East



PERMANENT BLOW-OFF ASSEMBLY

805

6/10/01 - Steel only
Duff Shao

WATER SERVICE LEAD REPORT

PROJECT NAME: M-22 Watermain Extension
AND NUMBER: 04044

DATE: 10-22-04

PLAN SHEET NO.: 7 of 17

SERVICE LEAD NO.: 52

STREET ADDRESS: 12691 SW Bay Shore
~~M-22~~

SUBDIVISION AND LOT NUMBER: 004-028-056-20

CONTRACTOR: Perath

PIPE DIAMETER: 1"

R.P.R.: Paul S.

PIPE TYPE: Copper

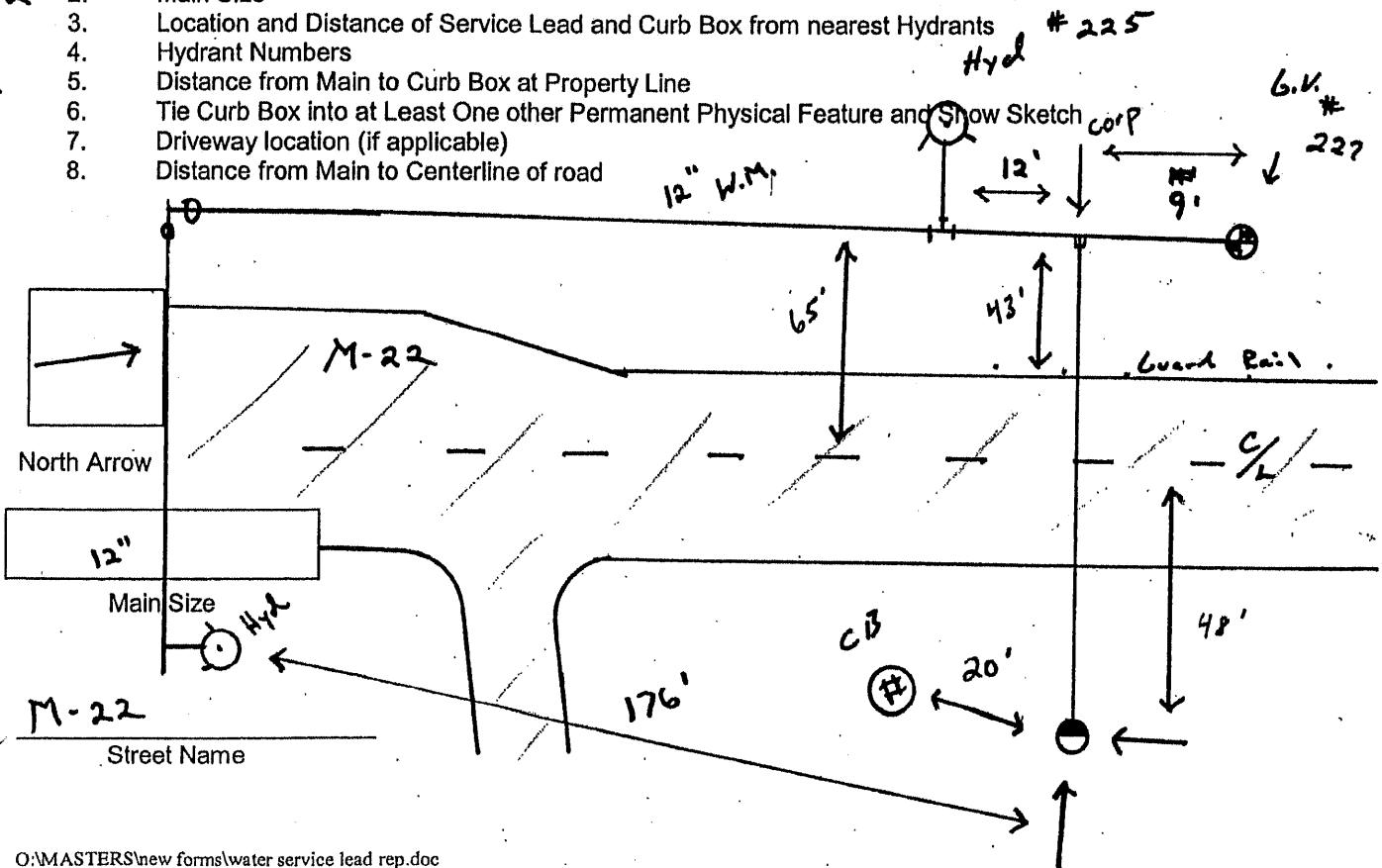
LENGTH OF SERVICE LEAD FROM MAIN: 113 FEET

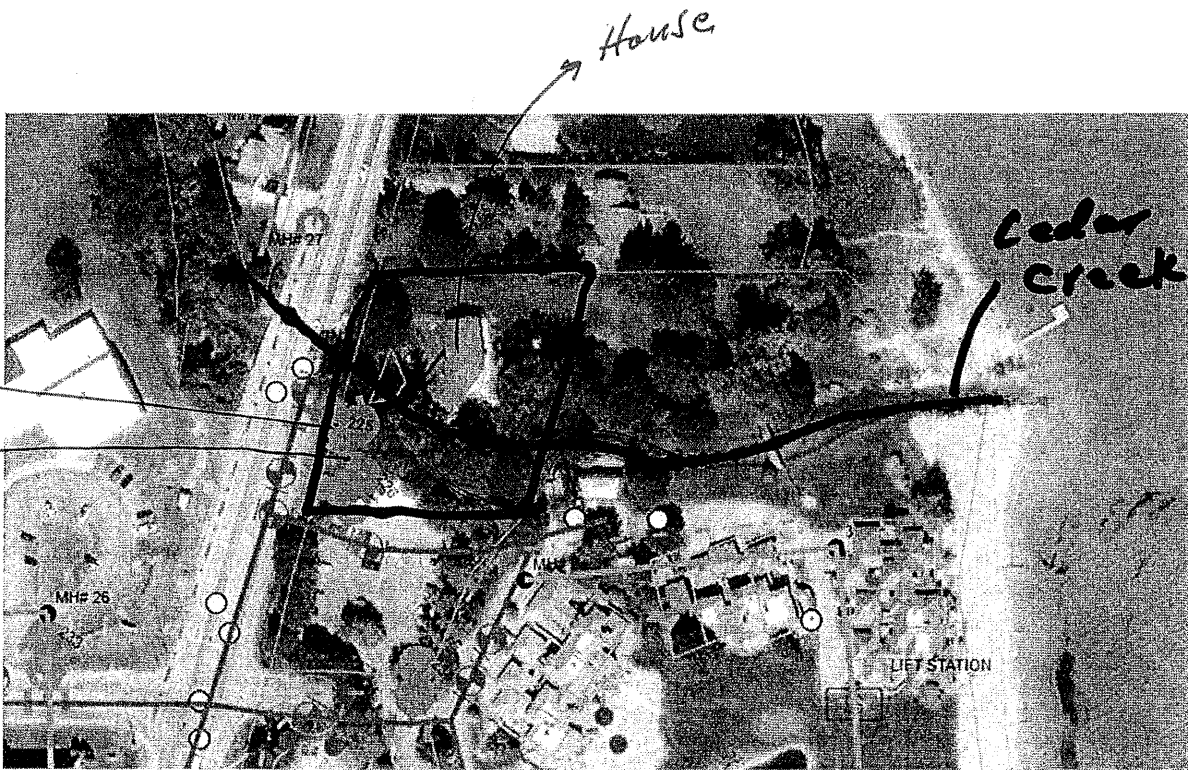
DIRECTION OF SERVICE LEAD FROM MAIN (circle one) NORTH SOUTH **EAST** WEST

SHOW THE FOLLOWING INFORMATION ON DRAWING BELOW:

1. North Arrow
2. Main Size
3. Location and Distance of Service Lead and Curb Box from nearest Hydrants
4. Hydrant Numbers
5. Distance from Main to Curb Box at Property Line
6. Tie Curb Box into at Least One other Permanent Physical Feature and Show Sketch
7. Driveway location (if applicable)
8. Distance from Main to Centerline of road

Cherry Rd.





Parcel ID#45-004-028-056-10

First home North of Cedar Creek on East side of S W Lake Shore Dr

Water Main ends on South side of Cedar Creek

The Service District extends to the north boundary of this property's boundary line

CHARTER TOWNSHIP OF ELMWOOD
RESOLUTION 4 OF 2022

RESOLUTION ADJUSTING THE ANNUAL SPECIAL ASSESSMENT ROLL FOR
S. BLUE RIDGE LANE, E. OLD ORCHARD ROAD, AND S. ORCHARD WAY ROAD
MAINTENANCE SPECIAL ASSESSMENT DISTRICT

At a regular meeting of the Board of the Charter Township of Elmwood held at the Elmwood Township Hall, 10090 E. Lincoln Rd., Traverse City on July 11, 2022 there were

PRESENT:

ABSENT:

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

RESOLUTION

Recitals

WHEREAS, the Township Board of the Charter Township of Elmwood established a special assessment district on September 9, 2013 for the purpose of assessing the costs of maintenance, snow removal, and street lighting on S. Blue Ridge Lane, E. Old Orchard Road, and S. Orchard Way by a private contractor.

WHEREAS, the special assessment roll has been re-evaluated as ordered by Resolution 6 of 2013.

NOW THEREFORE BE IT RESOLVED as follows:

That this Township Board does hereby approve the estimate of costs for maintenance, snow removal and streetlighting on S. Blue Ridge Lane, E. Old Orchard Road, and S. Orchard Way in the amount of \$5010.00

The assessments in the special assessment roll shall be placed on the December 2022 property tax statement. The Township Treasurer may send a statement of the current assessment amount due to each taxpayer responsible for payment of the special assessment, permitting payment of the special assessment if elected by the taxpayer, in advance of the assessment being placed on the tax bills as provided by Act 188, Public Acts of Michigan, 1954 as amended.

The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with her warrant attached, commanding the Treasurer to collect such assessments in accordance with the direction of the Township Board and said Public Act 188.

All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YES:

NO:

RESOLUTION DECLARED ADOPTED

Jeff Shaw, Supervisor
Charter Township of Elmwood

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 July 11, 2022, 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:

Connie Preston, Clerk

5/6/2021 **BI Ridge, BLUERIDGE/SOEO ORCHARD**
MAINTENANCE ROLL

parcel no	owner	vacant	hc	assessment
004-113-027-45	Janik	1		30
004-113-027-40	Janik	1		30
004-240-015-00	Janik		1	62
004-240-013-00	Oconnor		1	62
004-240-012-00	Oconnor	1		30
004-240-011-00	Lipka		1	62
004-240-009-00	Gorton		1	62
004-240-008-00	Knight		1	62
004-240-007-00	Moore		1	62
004-113-027-68	Smith		1	62
004-113-027-67	Collins-Lynch, Caroline		1	62
004-113-027-66	Millward, Nikki & Chris		1	62
004-113-027-65	Swift, Carolyn J		1	62
004-113-027-78	Strong		1	62
004-113-027-77	Bloomquist		1	62
004-113-027-76	Carps, Bryan Thomaz	1		30
004-113-027-75	Dorsch		1	62
004-240-006-00	Habich		1	62
004-240-005-00	Miller		1	62
004-240-003-00	Bergstrom		1	62
004-240-001-00	Miller, Angela & Jake		1	62
004-763-010-00	Thomas		1	62
004-763-011-00	Buckley		1	62
004-763-012-00	Tabacsko		1	62
004-763-013-00	Carolan		1	62
004-763-014-00	Thiry		1	62
004-763-015-00	Vaccarelli		1	62
004-763-016-00	Dohm, Thomas B		1	62
004-763-017-00	Larson, Patricia		1	62
004-763-018-00	Maier, Jeffrey		1	62
004-763-019-00	Strong, Patti & Paul		1	62
004-763-020-00	Stevens		1	62
004-763-021-00	Zutter, Tanya		1	62
004-763-022-00	Miller, Christine		1	62
004-763-023-00	Harrington Tina		1	62
004-763-024-00	Swirduk, Daniel & Margaret		1	62
004-763-025-00	Ruggero Vida M		1	62
004-763-026-00	Grant, Johnson		1	62
004-763-027-00	Habersberger, Donald & Patricia		1	62
004-763-028-00	Burns Kevin		1	62
004-763-029-00	Knizacky, Dean		1	62
004-763-030-00	Pavelek Robert		1	62
004-763-031-00	Bedrow		1	62
004-763-032-00	Huss		1	62
004-763-033-00	Seefelt		1	62
004-763-034-00	Chappele Carol A		1	62
004-763-035-00	Witte, Hannah		1	62

004-763-036-00	Minervini Trust		1	62
004-763-037-00	Armbruster		1	62
004-763-038-00	Betzler, Bethany		1	62
004-763-039-00	Kuffer, Michelle		1	62
004-763-040-00	Hayes, Brian & Hynes, Drew		1	62
004-124-002-40	Dansbury	1		30
004-113-023-00	Simon		1	62
004-113-027-35	Weber		1	62
004-240-016-00	Culbertson, Sara	1		30
004-240-017-00	Arney, Jane		1	62
004-240-018-00	Lint		1	62
004-240-019-00	Hart		1	62
004-240-020-00	Collier		1	62
004-240-021-00	Alfiero, Silveri		1	62
004-240-022-00	Oren Jeffrey C		1	62
004-240-023-00	Wigton, Samuel & Annemarie		1	62
004-240-024-00	Saunders		1	62
004-240-025-00	Preckel		1	62
004-240-026-00	Roman	1		30
004-240-027-00	Siegrist-Swanson Susan		1	62
004-240-028-00	John Morgan		1	62
004-240-029-00	Drow, Edward		1	62
004-240-030-00	Mease, Philip & ann		1	62
004-240-031-00	Stremlow, Kristine		1	62
004-240-033-00	Land Bank	1		30
004-240-034-00	Burton		1	62
004-240-035-00	Burns Kevin		1	62
004-240-036-00	Rhodes	1		30
004-240-037-00	Mateusiak, Wes		1	62
004-240-038-00	Grezeszak, Paula	1		30
004-240-040-00	Grezeszak, Paula		1	62
004-240-042-00	Brown, Allison & Anthony		1	62
004-240-043-00	Groesser		1	62
004-240-044-00	Wigton, Samuel & Annemarie		1	62
004-240-045-00	Light Susan		1	62
004-240-046-00	Boudot		1	62
004-240-047-00	Parker Philip J		1	62
004-240-048-00	Gallup	1		30
004-240-049-00	Thompson		1	62
004-240-050-00	Dryden	1		30
		12	75	5010

CHARTER TOWNSHIP OF ELMWOOD
RESOLUTION 5 OF 2022

RESOLUTION ADJUSTING THE ANNUAL SPECIAL ASSESSMENT ROLL FOR
EAST TIMBERWOODS DRIVE, S. FOX VALLEY LANE, AND S COTTONWOOD DRIVE ROAD
MAINTENANCE SPECIAL ASSESSMENT DISTRICT

At a regular meeting of the Board of the Charter Township of Elmwood held in the Elmwood Township Hall, 10090 E. Lincoln Rd., Traverse City, on July 11, 2022 there were

PRESENT:

ABSENT:

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

RESOLUTION

Recitals

WHEREAS, the Township Board of the Charter Township of Elmwood established a special assessment district on September 9, 2013 for the purpose of assessing the costs of maintenance and snow removal on East Timberwoods Drive, S. Fox Valley Lane, and S. Cottonwood Dr. by a private contractor.

WHEREAS, the special assessment roll has been re-evaluated as ordered by Resolution 6 of 2013.

NOW THEREFORE BE IT RESOLVED as follows:

That this Township Board does hereby approve the estimate of costs for an agreement with a private contractor for maintenance and snow removal on E. Timberwoods Drive, S. Fox Valley Lane, and S. Cottonwood Drive in the amount of \$5030.00

The assessments in the special assessment roll shall be placed on the December 2022 property tax statement. The Township Treasurer may send a statement of the current assessment amount due to each taxpayer responsible for payment of the special assessment, permitting payment of the special assessment if elected by the taxpayer, in advance of the assessment being placed on the tax bills as provided by Act 188, Public Acts of Michigan, 1954 as amended.

The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with her warrant attached, commanding the Treasurer to collect such assessments in accordance with the direction of the Township Board and said Public Act 188.

All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

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 July 11, 2022, 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:

Connie Preston, Clerk

6/23/2022

parcel no		Plowing Assess Maint. Assess	Snowplowing	Maintenance	Total Collection
004-113-014-16	Brock Steven	0	1	\$20.00	\$20.00
004-113-014-26	Brock Steven	0	1	\$20.00	\$20.00
004-113-014-51	Brock Steven	0	1	\$20.00	\$20.00
004-113-014-60	Jones Fame	0	1	\$20.00	\$20.00
004-113-014-65	Groves Michael	0	1	\$20.00	\$20.00
004-113-027-10	Bergstrom Gary	0.75	1	\$20.00	\$79.00
004-124-002-10	Dancz Joseph & Nancy	0	1	\$20.00	\$20.00
004-124-002-20	Wolf Family Trust	1	1	\$20.00	\$99.00
004-124-002-30	Castro, Guadalupe	1	1	\$20.00	\$99.00
004-124-002-50	Keefe Mary Jo Mish	0	1	\$20.00	\$20.00
004-124-003-01	Allgaier Leonhard New Parcel	1	1	\$20.00	\$99.00
004-124-003-06	Dorsch Jeff & Katherine	1	1	\$20.00	\$99.00
004-124-003-07	Parker Richard	1	1	\$20.00	\$99.00
004-124-003-10	Benson, Carla	1	1	\$20.00	\$99.00
004-124-003-11	Haile Bonnie	1	1	\$20.00	\$99.00
004-124-003-12	Green Charles	1	1	\$20.00	\$99.00
004-124-003-13	Swartz Joshua	0	1	\$20.00	\$20.00
004-124-003-14	Swartz Joshua	1	1	\$20.00	\$99.00
004-124-003-16	Lombardi Anthony & Melinda	1	1	\$20.00	\$99.00
004-124-003-19	Benson, Carla	0	1	\$20.00	\$20.00
004-124-003-21	Jean Kyle & Jean Stephen	1	1	\$20.00	\$99.00
004-124-003-22	Fineout Renee & Babcock Cat	1	1	\$20.00	\$99.00
004-124-003-23	Haring Raymond	1	1	\$20.00	\$99.00
004-124-003-24	Belanger Justin & Holly	1	1	\$20.00	\$99.00
004-124-003-25	Bogart Jessica M	1	1	\$20.00	\$99.00
004-124-003-27	Reames	1	1	\$20.00	\$99.00
004-124-003-30	Buchbinder William & Cheri	1	1	\$20.00	\$99.00
004-124-003-31	Orth Paul & Jackie	1	1	\$20.00	\$99.00
004-124-003-32	Bowden Ansel	1	1	\$20.00	\$99.00
004-124-003-38	Allgaier Leonard	0	1	\$20.00	\$20.00
004-124-003-39	Flees Todd	1	1	\$20.00	\$99.00

Maintenance
\$1,600

Snowplowing
3,430.00

Total Collection
\$5,030

004-124-003-40	Buchbinder William & Cheri	0	1	0.00	\$20.00
004-124-003-41	Orth Paul & Jackie	0	1	0.00	\$20.00
004-124-003-42	Gilger Michael & Megan	0	1	0.00	\$20.00
004-124-003-45	Buchbinder William & Cheri	0	1	0.00	\$20.00
004-124-003-51	Thiebaut, Christopher & Randi	0	1	0.00	\$20.00
004-124-003-52	Koon Jada	0	1	0.00	\$20.00
004-124-003-54	Thiebaut, Christopher & Randi	0	1	0.00	\$20.00
004-124-005-00	Hornkohl, Greg & Robin	1	1	79.00	\$20.00
004-240-032-00	Wamke Todd & Lenore	1	1	79.00	\$99.00
004-240-039-00	Stephan	1	1	79.00	\$99.00
004-240-041-00	Daly Adam & Andrea	1	1	79.00	\$99.00
004-310-001-00	Pike Dennis	0.75	1	59.00	\$79.00
004-310-002-00	Kazemi, Mohammad	0.75	1	59.00	\$79.00
004-310-003-00	Cole Douglas	0.75	1	59.00	\$79.00
004-310-004-00	Anderson, Ginny	0.75	1	59.00	\$79.00
004-310-005-00	Digiovanni	0.75	1	59.00	\$79.00
004-310-006-00	Thomas Gregory	0.75	1	59.00	\$79.00
004-310-007-00	Kennedy David	0.75	1	59.00	\$79.00
004-310-008-00	M 16 Properties LLC	0.75	1	59.00	\$79.00
004-310-009-00	Rickelmann Hillary	0.75	1	59.00	\$79.00
004-310-010-00	152 LLC	0.75	1	59.00	\$79.00
004-310-011-00	Lee Kevin & Lynn	0.75	1	59.00	\$79.00
004-310-012-00	Diclemante Perry Trust	0.75	1	59.00	\$79.00
004-310-013-00	LWCCottonwood LLC	0.75	1	59.00	\$79.00
004-310-014-00	Novy Robert	0.75	1	59.00	\$79.00
004-310-015-00	Diclemante Gino & Luciana	0.75	1	59.00	\$79.00
004-310-016-00	Visioni Paolo & Anna	0.75	1	59.00	\$79.00
004-310-017-00	Dsea Associates	0.75	1	59.00	\$79.00
004-310-018-00	Diclemante John & Jeannie	0.75	1	59.00	\$79.00
004-310-019-00	Ali-Khodja Judith & Amy	0.75	1	59.00	\$79.00
004-310-020-00	Potter Nancy	0.75	1	59.00	\$79.00
004-310-021-00	Niemi Ann	0.75	1	59.00	\$79.00
004-310-022-00	Rescigno Timothy	0.75	1	59.00	\$79.00
004-310-023-00	Thomas Theodore	0.75	1	59.00	\$79.00
004-310-024-00	Siladke Nathan	0.75	1	59.00	\$79.00
004-700-001-00	Pine Groves LLC	0	1	0.00	\$20.00
004-700-002-00	Pine Groves LLC	0	1	0.00	\$20.00

004-700-003-00	Pine Groves LLC	0	1	0.00	\$20.00	\$20.00
004-700-004-00	Pine Groves LLC	0	1	0.00	\$20.00	\$20.00
004-700-005-00	Pine Groves LLC	0	1	0.00	\$20.00	\$20.00
004-700-006-00	Pine Groves LLC	0	1	0.00	\$20.00	\$20.00
004-700-007-00	Pine Groves LLC	0	1	0.00	\$20.00	\$20.00
004-700-009-00	Pine Groves LLC	0	1	0.00	\$20.00	\$20.00
004-700-010-00	Pine Groves LLC	0	1	0.00	\$20.00	\$20.00
004-700-011-00	Pine Groves LLC	0	1	0.00	\$20.00	\$20.00
004-700-012-00	Pine Groves LLC	0	1	0.00	\$20.00	\$20.00
004-700-013-00	Pine Groves LLC	0	1	0.00	\$20.00	\$20.00
004-124-003-50	Olds Kevin & Melissa	0.75	1	59.00	\$20.00	\$79.00
004-124-003-53	Timberlee Center	0	1	0.00	\$20.00	\$20.00
		43.5	80	3,430.00	\$1,600.00	\$5,030.00

notes

1 benefit =home on e timberwoods
 .75=home that uses e timb to access
 15=charge for "vacant benefit"

if a new building (home) is added it must first be determined if it is on e timberwoods dr if so = 1 full benefit
 if it is on a road that accesses e timberwoods dr =.75 benefit
 vacant is a flat rate
 ex) say there are 40.5 benefits currently and a new home is added on s fox valley. .75 benefits is added to 40.5
 to equal 41.25 benefits



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



DANIEL EICHINGER
DIRECTOR

June 27, 2022

Ms. Sarah Clarren
Planner
Elmwood Township
<planner@elmwoodmi.gov>

Dear Ms. Clarren:

Attached are copies of the Grant Agreement – Harbors and Docks – Mooring Construction between the Township of Elmwood and the Department of Natural Resources (DNR), as well as a Resolution for adoption by the Township of Elmwood authorizing execution of the Agreement. As well as a time extension addendum, and Phase A and Phase B agreements.

Please have both, a copy of the Agreement(s) (*do not date the first page*) and the Resolution(s) signed as appropriate. All original copies should be returned to my attention. The Agreement will be signed and dated by the DNR, and a fully executed copy will be returned for your files.

If you have any questions, please contact me at DawsonL@michigan.gov.

Sincerely,

Linnae Dawson
Parks and Recreation Division
517-290-2200

Enclosures

AGREEMENT ADDENDUM

(Time Extension)

THIS AGREEMENT ADDENDUM, made this _____ day of _____, 2022, by and between the Township of Elmwood, LEELANAU COUNTY MICHIGAN, hereinafter referred to as the "Township", and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "Department."

WHEREAS, on August 21, 2019, the Township has asked that the Department assist the Township in in conducting Phase 3 marina infrastructure improvements engineering at the Elmwood Township Marina (45-204) (the facilities), under provisions of the State's Waterways Grant-in-Aid Program; and

WHEREAS, the Township has requested a time extension with a new ending date of December 31, 2023, in conjunction with the original agreement;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is mutually agreed as follows:

1. The Department agrees:

(a) To grant to the Township a time extension with a new ending date of December 31, 2023. Said grant shall not in any event exceed One Hundred Eighteen Thousand Five Hundred dollars (\$118,500.00). These monies shall be used only for the project work outlined in the Agreement and this Addendum and related engineering costs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and date first above written.

WITNESSES:

TOWNSHIP OF ELMWOOD

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION

Upon Motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the Township of Elmwood, Leelanau County, Michigan does hereby accept the terms of the Agreement Addendum as received from the Michigan Department of Natural Resources, and the Township does hereby specifically agree, but not by way of limitation, as follows:

1. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.
2. To construct the facility improvements and provide such funds, services, and materials as may be necessary to satisfy the terms of the said Agreement Addendum.
3. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.
4. To comply with any and all terms of the said Agreement Addendum including all terms not specifically set forth in the foregoing portions of the Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) §
 TOWNSHIP OF ELMWOOD)

I, _____, Clerk of the Township of Elmwood, Leelanau County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Township Board at a meeting held _____, 2022.

Township Clerk

Dated: _____

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2022, between the Township of Elmwood, LEELANAU COUNTY, MICHIGAN (the "Township") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the Township is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the Township has asked that the Department assist the Township in the construction of Phase 3A, infrastructure improvements including the removal of three (3) existing buildings, vertical extension of the existing seawall, and additional seawall construction at the south end of the site at the Elmwood Township Marina (45-204) (the facilities);

WHEREAS, the Department is willing to assist the Township to construct the facilities, which are estimated to cost Seven Hundred Eighty-seven Thousand Five Hundred dollars (\$787,500.00), with the Department agreeing to pay 48% of the estimated cost, and is not to exceed Three Hundred Seventy-eight Thousand dollars (\$378,000.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:
 - (a) grant to the Township a sum of money equal to 48% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Three Hundred Seventy-eight Thousand dollars (\$378,000.00). The words "plans and specifications" shall mean the plans and specifications developed for the Township for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").
 - (b) release State funds as reimbursement according to the following:

Acceptance by the Township of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by

the plans and specifications following bidding procedures acceptable to the Department and Township, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the Township or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the Township.

(d) provide for the periodic inspection of the facilities, including all equipment and buildings.

2. The Township shall:

(a) immediately appropriate the sum of Four Hundred Nine Thousand Five Hundred dollars (\$409,500.00) for the project, which represents fifty-two (52) percent of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the Township.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The Township shall maintain satisfactory financial accounts, documents and records, and shall make them available to the Department for auditing at reasonable times. The Township shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing

plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department reserves the option to have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The Township shall submit a written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the Township has failed to correct any safety issues, the Department will have the necessary work completed and the Township shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the Township and any principal, agent, contractor, and subcontractor of the Township:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the facilities are constructed, the Township shall:

(a) establish or assign a competent and proper agency of the Township to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the Township shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The Township shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the Township for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The Township shall request, no more than once annually, approval to vary from fee rates set by the Department.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the Township.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the Township due to construction, maintenance, or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the Township and the Department. The size, color, and design of these signs must meet department specifications and shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The Township shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

(h) participate in the State Harbor Reservation System for the life of facilities.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. Facility improvements are held for the life of the Facilities. Life of the Facilities is defined as years from latest grant award. The Township may request release from grant obligations after 20 years from date of last executed grant agreement. Release from grant obligations is subject to review of a professional Facility assessment.

5. The Township shall comply with all State and Federal statutes applicable to the facilities.

6. The Township must submit all reports, documents, or actions required by this Agreement to Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The Township must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved in perpetuity by the Township for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the Township and the Department.

10. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the Township shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Township agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The Township represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

12. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the Township without the Department's prior written approval.

13. Any failure by the Township to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Once a non-compliance issue(s) has been documented, the Department shall notify the [local unit of government]. The [local unit of government] has a right and an obligation to cure and shall collaborate with the Department to develop an acceptable plan to remedy any and all non-compliance issue(s), with the primary

goal to continue to provide long term recreational waterway access to the boaters of Michigan. Further, a material breach of this Agreement by the Township shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over Township property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the Township, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the Township shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over Township property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the Township shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the Township a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue in perpetuity.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

TOWNSHIP OF ELMWOOD

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION

Upon motion made by _____, seconded by _____ the following Resolution was adopted:

"RESOLVED, that the Township of Elmwood, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Township agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Four Hundred Nine Thousand Five Hundred dollars (\$409,500.00) to match the Three Hundred Seventy-eight Thousand dollars (\$378,000.00) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the Township pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF LEELANAU)

I, _____, Clerk of the Township of Elmwood, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the Township Board at a meeting held _____, 2022.

Dated: _____

Township Clerk

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2022, between the Township of Elmwood, LEELANAU COUNTY, MICHIGAN (the "Township") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the Township is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the Township has asked that the Department assist the Township in the construction of infrastructure improvements Phase 3B, construction of boaters building, at the Elmwood Township Marina (45-204) (the facilities);

WHEREAS, the Township and Department jointly participated in the engineering study for the preparation of plans and specifications for the facilities; and

WHEREAS, the Department is willing to assist the Township to construct the facilities, which are estimated to cost Two Million Six Hundred Thousand dollars (\$2,600,000.00), with the Department agreeing to pay 23% of the estimated cost, and is not to exceed Six Hundred Thousand dollars (\$600,000.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:
 - (a) grant to the Township a sum of money equal to 23% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Six Hundred Thousand dollars (\$600,000.00). The words "plans and specifications" shall mean the plans and specifications developed for the Township for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").
 - (b) release State funds as reimbursement according to the following:
Acceptance by the Township of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits,

award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures acceptable to the Department and Township, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the Township or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the Township.

(d) provide for the periodic inspection of the facilities, including all equipment and buildings.

2. The Township shall:

(a) immediately appropriate the sum of Two Million dollars (\$2,000,000.00) for the project, which represents seventy-seven percent (77%) of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the Township.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The Township shall maintain satisfactory financial accounts, documents, and records, and shall make them available to the Department for auditing at reasonable times. The Township shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications, and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department reserves the option to have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The Township shall submit a written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the Township has failed to correct any safety issues, the Department will have the necessary work completed and the Township shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the Township and any principal, agent, contractor, and subcontractor of the Township:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the facilities are constructed, the Township shall:

(a) establish or assign a competent and proper agency of the Township to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the Township shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The Township shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the Township for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The Township shall request, no more than once annually, approval to vary from fee rates set by the Department.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the Township.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the Township due to construction, maintenance, or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the Township and the Department. The size, color, and design of these signs must meet department specifications and shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The Township shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

(h) participate in the State Harbor Reservation System for the life of facilities.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. Facility improvements are held for the life of facilities. Life of facilities is defined as a minimum of 20 years from latest grant award. The Township may request release from grant obligations after 20 years from date of last executed grant agreement. Release from grant obligations is subject to review of a professional Facility assessment.

5. The Township shall comply with all State and Federal statutes applicable to the facilities.

6. The Township must submit all reports, documents, or actions required by this Agreement to Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The Township must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved in perpetuity by the Township for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the Township and the Department.

10. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any

violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the Township shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Township agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The Township represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

12. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the Township without the Department's prior written approval.

13. Any failure by the Township to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Once a non-compliance issue(s) has

been documented, the Department shall notify the Township. The Township has a right and an obligation to cure and shall collaborate with the Department to develop an acceptable plan to remedy any and all non-compliance issue(s), with the primary goal to continue to provide long term recreational waterway access to the boaters of Michigan. Further, a material breach of this Agreement by the Township shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over Township property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the Township, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the Township shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over Township property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the Township shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the Township a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue for the life of the facilities.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

TOWNSHIP OF ELMWOOD

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION

Upon motion made by _____, seconded by _____ the following Resolution was adopted:

"RESOLVED, that the Township of Elmwood, Leelanau County, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Township agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Two Million dollars (\$2,000,000.00) to match the Six Hundred Thousand dollars (\$600,000.00) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the Township pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF LEELANAU)

I, _____, Clerk of the Township of Elmwood, Leelanau County, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the Township Board at a meeting held _____, 2022.

Dated: _____

Township Clerk

Connie Preston

From: Sarah Clarren
Sent: Tuesday, July 05, 2022 1:50 PM
To: Connie Preston
Subject: Postcard Mailer *for Parks + Rec Survey*

Connie,

Numbers go as follows:

2,873 5 ½ x 4 ¼ 4/1 postcards Printing = \$275.00

Postage .40/p = \$1,149.20

Processing= .03/p = \$86.19

Total of: \$1,510.39. The postage is what is making it so costly.

Sarah

Sarah Clarren
Planner / Zoning Administrator
Elmwood Township
(231)946-0921

Township Office Hours
Monday - Friday
9:00 am - 5:00 pm

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If you received this communication in error, please notify the sender of this message and delete all copies of the original message.



nealis
ENGINEERING

1419 Industry Drive
Traverse City, MI 49696
P 231.933.0510 | F 231.933.3215
W www.nealisengineering.com

MEP Request for Quote

Date: June 7, 2022

To: John E Green
601 Porter Street
Petoskey, MI 49770

Attn: Don Philion

Project: Elmwood Township Drinking Fountain Renovations

Notes By: Will Huddleston and Jason VanBrocklin, P.E.

Distribution: Nealis Engineering File #21070, Environment Architects – Ray Kendra

CONDITIONS:

1. All work is to be provided in accordance with applicable codes.
2. The contractor is to insert the amount of the cost in the appropriate blank space following each item.
3. The contractor shall also provide an itemized breakdown pricing for each item as an attachment.
4. Upon approval of any or all items, a Work Order will be issued for execution of the work.

MECHANICAL & ELECTRICAL ITEMS

State the cost of materials and labor to provide and install replacement electrical water coolers at the following locations and per the following provisions:

Greilickville Harbor Park South Pavilion – Remove (2) existing exterior drinking fountains and remove sanitary and cw piping for second drinking fountain to avoid future concerns of freezing. Provide and install a new electric water cooler equivalent to an Elkay Model VRC8WSK. Install in accordance with ADA requirements and tie into existing plumbing. Include necessary patching and repair.

Include in your cost of materials and labor an electrical subcontractor to perform the following. Install a new 20A/1P GFCI circuit breaker in circuit 13 of the existing panel. From the new circuit breaker provide and install 2#12, 1#12 E.G.C., 1/2" C to a new 20A-125V duplex receptacle for the new electric water cooler. Coordinate the exact location of the new receptacle with the water cooler installation, so that it is located behind the cover

Cost: \$ 5,592.00

Greilickville Harbor Park North Pavilion – Remove existing exterior drinking fountain and provide and install a new electric water cooler equivalent to an Elkay Model VRC8WSK. Install in accordance with ADA requirements and tie into existing plumbing. Include necessary patching and repair.

Include in your cost of materials and labor an electrical subcontractor to perform the following. Install a new 20A/1P GFCI circuit breaker in circuit 17 of the existing panel. From the new circuit breaker provide and install 2#12, 1#12 E.G.C., 1/2"C to a new 20A-125V duplex receptacle for the new electric water cooler. Coordinate the exact location of the new receptacle with the water cooler installation, so that it is located behind the cover

Cost: \$ 5,846.00

Elmwood Township Park North Pavilion – Remove (2) existing exterior drinking fountains and remove sanitary and cw piping for second drinking fountain to avoid future concerns of freezing. Provide and install a new electric water cooler equivalent to an Elkay Model VRC8WSK. Install in accordance with ADA requirements and tie into existing plumbing. Include necessary patching and repair.

Include in your cost of materials and labor an electrical subcontractor to perform the following. Install a new 20A/1P GFCI circuit breaker in circuit 13 of the existing panel. From the new circuit breaker provide and install 2#12, 1#12 E.G.C., 1/2"C to a new 20A-125V duplex receptacle for the new electric water cooler. Coordinate the exact location of the new receptacle with the water cooler installation. In addition, provide and install a weatherproof cover for the existing duplex receptacle adjacent to the water cooler, so that it is located behind the cover

Cost: \$ 5,787.00

Elmwood Township Offices – Remove existing drinking fountain and provide and install a new electric water cooler equivalent to an Elkay Model LZS8WSLK. Install in accordance with ADA requirements and tie into existing plumbing. Include necessary patching and repair.

Include in your cost of materials and labor an electrical subcontractor to perform the following. Install a new 20A/1P GFCI circuit breaker in circuit 2 of the existing main panel. From the new circuit breaker provide and install 2#12, 1#12 E.G.C., 1/2"C to a new 20A-125V duplex receptacle for the new electric water cooler. Coordinate the exact location of the new receptacle with the water cooler installation. In addition, if necessary, disconnect and remove the existing duplex receptacle adjacent to the water cooler if it interferes with the new water cooler, so that it is located behind the cover.

Cost: \$ 4,923.00

Elmwood Township Fire Station – Remove existing drinking fountain and provide and install a new electric water cooler equivalent to an Elkay Model LZS8WSLK. Install in accordance with ADA requirements and tie into existing plumbing. Include necessary patching and repair.

Include in your cost of materials and labor an electrical subcontractor to perform the following. Interrupt the existing circuit serving the receptacle which serves the existing water cooler and provide a new 20A/1P GFCI dead-front receptacle and install at 48" above finish floor and prior to the existing duplex receptacle. Place the new dead-front receptacle in an accessible location adjacent to the new water cooler. Coordinate the exact location of the new receptacle with the water cooler installation

Cost: \$ 4,299.00

END OF MEP REQUEST FOR QUOTE



John E. Green Company
220 Victor Avenue
Highland Park, MI 48203
P: 313-868-2400 • F: 313-868-0011
Johnegreen.com

PROPOSAL ATTACHMENT A

JEG Proposal Terms:

1. JEG reserves the right to modify or withdraw this Proposal for any reason.
2. Standard JEG payment terms are Net (30) days. Credit card payments must receive prior approval and are subject to additional fees, which are in addition to the above proposal.
3. If not modified or withdrawn, this proposal expires after (30) calendar days.
4. If JEG performs a "Hot Tap" or "Pipe Freeze" procedure, the Customer understands the risks associated with this process, understands the procedure may not be successful and is solely responsible for the outcome. All work required to correct a failure will be performed on a time and material basis and paid for by the Customer. Customer agrees to indemnify and hold harmless JEG from any costs or damages that arise out of a failed "Hot Tap" or "Pipe Freeze" procedure.
5. This proposal is contingent upon JEG vendors and subcontractors full acceptance of JEG purchase order terms and conditions; and / or JEG subcontractor terms and conditions, as well as project prime contract flow down provisions (if applicable), without modification. Deviations and modification of terms and conditions will not be accepted by JEG unless also accepted by General Contractor, Owner, Customer, etc.
6. If issued by Customer, JEG reserves the right to perform a final review of the contract for the subject project. This proposal is subject to that final review and agreement on revisions of the contract terms requested by JEG.
7. JEG does not warrant, and disclaims, any warranties relating to or including a warranty that the work; (a) is suitable for its intended purpose and use; and (b) shall necessarily perform properly even if installed as directed by Customer.
8. To accept this proposal and create the Contract between Customer and JEG, the Customer shall sign and date page 1 of the Proposal; and return via email to the estimator or Sue Haney at suehaney@johnegreen.com or direct JEG in writing to perform work. The Contract is comprised of the JEG Proposal, the JEG Proposal Terms, the written direction (if applicable) and the JEG Customer Terms and Conditions. The JEG Customer Terms and Conditions can be found on its website www.johnegreen.com. Note: A JEG Budget may not be accepted by Customer.
9. The person signing and accepting on behalf of the Customer represents and warrants that they are duly authorized and have legal capacity to execute this Proposal.



3898 S Blue Star Dr
Traverse City, MI 49685
 231-922-0474

Estimate

Date	Estimate #
7/6/2022	4436

Elmwood Township
 13133 SW Bay Shore Dr
 Traverse City, MI 49684
 632-7168

Terms	Project

Item	Description	Qty	Cost	Total
Full Broadcast	EPOXY FLOORING SYSTEM (Restrooms, Greilickville Park) Grind 4 bathroom floors to clean and create profile for epoxies. Apply 100% solids full broadcast non-skid epoxy chip floor top coated with chemical resistant gloss epoxy clear. TCC is NACE level 3 certified epoxy applicators One year warranty Visit our showroom at 3898 S Blue Star Dr TC to view floor samples (One day Polyaspartic Floors)		2,886.00	2,886.00

Thank you for the invitation to bid your project.	Total	\$2,886.00
---	--------------	------------

Signature _____

Phone #	Fax #	E-mail	Web Site
2319220474	231-421-5414	tccoatings@charter.net	www.traversecitycoatings.com



3303 Hudson Trails Dr.
Hudsonville, MI 49426

✓ 616.896.8322

✓ Fax: 616.896.8332

✓ www.XtremeFloorSystems.com

Job # 5260

Date: 6/13/2022

Please reference when ordering

Greilickville Harbor Park Bathrooms
13133 S West Bay Shore Dr.
Traverse City, MI. 49684

Attn: Jeff Shaw

Re: Bathroom Floor Coatings

We agree to supply all material, labor, and supervision to perform the following.

North Men's & Woman's Bathrooms V-8 Hybrid XT Vinyl Chip System: 128 sqft

- Grind / Shotblast the concrete to create a profile for the new coating to bond to.
- Fill the control joints (saw-cuts) with polyurea joint filler and then shave flush.
- Fill minor voids and cracks with epoxy mortar and grind flush.
- Install V-8 Hybrid XT Vinyl Chip System. Color to be determined.

Price = \$3,275.00

Optional 29 L.F. 4" integrated V-Cove = \$478.00

South Men's & Woman's Bathrooms V-8 Hybrid XT Vinyl Chip System: 128 sqft

- Grind / Shotblast the concrete to create a profile for the new coating to bond to.
- Fill the control joints (saw-cuts) with polyurea joint filler and then shave flush.
- Fill minor voids and cracks with epoxy mortar and grind flush.
- Install V-8 Hybrid XT Vinyl Chip System. Color to be determined.

Price = \$3,275.00

Optional 29 L.F. 4" integrated V-Cove = \$478.00

Notes:

- This project is figured to be done all at once and consecutively in one mobilization. If Xtreme is to pull off the job for things out of its control and must return to finish, **each additional mobilization will be an extra \$1,000.00 per,**
- **This work is figured to be done during regular weekday hours. Night and weekend days are an additional \$1,200.00 each.**
- Xtreme recommends leaving any construction Joints (where two separate pours meet) Open and should be caulked by others once the floor has cured.

- Any Plastic containment is to be done by others before Xtreme arrives.
- Prices are good for 15 days then subject to change.
- All areas are to be as dry as possible before Xtreme arrives.
- Xtreme will need good finish lighting.

Requirements for job: The area to be worked in must be free from all obstacles that are not permeant, swept, well lit, and dry. 220v Generator fee is \$150.00 per day for 1 day

Acceptance of Quote: _____ Date: _____

**Total with the generator fee included =
\$7,506.00**

*Please address Purchase Order to:
Xtreme Engineered Floor Systems, Inc.
3303 Hudson Trails Drive
Hudsonville, MI 49426*

Terms: 30 days

If you have any questions, please call (616) 896-8322 or (616) 836-6479

Sincerely,

Matt Meiste

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

Date: 07/06/2022
 Time: 4:12 pm
 Page: 1

ELMWOOD TOWNSHIP

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
AT&T MOBILITY	A127	ACCT#287303700094	0	00/00/0000	152.92
				Vendor Total:	152.92
BREEZE HILL FARMS LLC	B086	MARINA FLOWERS	0	00/00/0000	409.57
				Vendor Total:	409.57
D&W MECHANICAL	D019	BACKFLOW TESTING	0	00/00/0000	410.00
				Vendor Total:	410.00
GRAND TRAVERSE COUNTY	G200	ELMWOOD GREILICKVILLE WATER	0	00/00/0000	44,983.24
				Vendor Total:	44,983.24
NETLINK	M185	TECH SUPPORT	0	00/00/0000	180.00
				Vendor Total:	180.00
PRESTON'S PEST CONTROL	P052	PARKS, GROUNDS, FIRE DEPT	0	00/00/0000	500.00
				Vendor Total:	500.00
JAMIE SCHICHEL	605	PAVILION DEPOSIT REFUND	0	00/00/0000	50.00
				Vendor Total:	50.00
VERIZON WIRELESS	V014	ACCT#682962913-00001	0	00/00/0000	91.39
				Vendor Total:	91.39
WELLS FARGO FINANCIAL LEASIN	W027	contract #603-0180923-000	0	00/00/0000	95.40
				Vendor Total:	95.40
PATRICIA WITKOWSKI	W061	ELECTION	0	00/00/0000	108.75
				Vendor Total:	108.75
X-CEL CHEMICAL SPECIALTIES	X010	SUPPLIES FOR GHP	0	00/00/0000	58.26
				Vendor Total:	58.26
				Grand Total:	47,039.53
				Less Credit Memos:	0.00
				Net Total:	47,039.53
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	47,039.53
	Total Invoices:	14			