

REGULAR MEETING  
PROPOSED AGENDA  
OCTOBER 8, 2024

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Conflict of Interest
5. FOIA Appeal Hearing
6. Public Comment
7. Consent Calendar

The purpose of the Consent Calendar is to expedite business by grouping non-controversial items together to be dealt with in one Board motion without discussion. Any member of the public, board, or staff may ask that any item of the consent calendar be removed and placed elsewhere on the agenda for full discussion.

Department Reports:

Treasurer  
Planning/Zoning  
Fire Report  
Harbormaster Report

Committee Reports:

Minutes:  
9-9-24

Post Audit Invoices 9-1-24 through 9-30-24

8. Agenda Approval
9. Reports/Presentations
  - a. Supervisor Remarks
  - b. Trustee Remarks
  - c. Engineer's Report
  - d. Other Officer Remarks
  - e. Communications from the Clerk
10. Old Business
11. New Business
  - a. Conceptual Site Plan for Cherry Bend Park
  - b. Marina Dock Fire Suppression System Repair
  - c. Harbor Master Request to Attend Dock Expo
  - d. Payment of Construction Invoices
  - e. Health Insurance Renewal
  - f. BPW 2023 Master Specification and Detail Updates
  - g. MDOT Contract/Sidewalk and Shared Use Path
  - h. Budget Amendment Resolution/Cherry Bend Trail Design
11. Payment of Invoices
12. Extended Public Comment
13. Adjournment

Jack Kelly  
10100 E. Avondale Lane  
Traverse City, Michigan 49684  
September 17, 2024

Elmwood Charter Township Board of Trustees  
c/o Elmwood Township Clerk Connie Preston  
10090 E. Lincoln Road  
Traverse City, Michigan 49684

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**Re: APPEAL of FOIA Coordinator Connie Preston Denial in its entirety of Jack Kelly's Freedom of Information Act (FOIA) request dated August 28, 2024**

Dear Members of the Charter Township of Elmwood Board of Trustees,

On August 28, 2024 I submitted a FOIA request to Township Clerk Connie Preston requesting a copy of Elmwood Township Attorney Bryan Graham's January 2, 2024 memo to the Elmwood Township Board.

On September 3, 2024 Township Clerk and FOIA Coordinator Connie Preston rendered her decision in connection with my August 28, 2024 FOIA request. In her letter, Clerk Preston advised me that my request was denied in its entirety because Attorney Graham's January 2, 2024 memo is an Attorney-Client privilege memo exempt from disclosure under MCL 15.243.1(g).

Clerk Preston further advised me that I may file a written appeal of her decision to the Elmwood Charter Township Board. My appeal must specifically state the word "appeal" and must identify the reason or reasons that I believe her decision should be reversed; that any written appeal should be filed with her; and that she will then submit my appeal to the board.

In a subsequent email Clerk Preston further advised me that there was no fee associated with me filing my written appeal and that there was no submission timeline specified under FOIA.

MCL 15.243, Section 13(1) states: "A public body may exempt from disclosure as a public record under this act (namely the Freedom of Information Act) any of the following: (g) Information or records subject to the attorney-client privilege."

MCL 15.244, Section 14(1) states: "If a public record contains material which is not exempt under Section 13, as well as material which is exempt from disclosure under section 13, the public body shall separate the exempt and nonexempt material and make the nonexempt material available for examination and copying."

Accordingly, because I am of the belief that Elmwood Township Attorney Bryan Graham's January 2, 2024 memo to the Elmwood Township Board likely included both material which is not exempt under Section 13, as well as material which is exempt from disclosure under section 13, if upon further review the Township Board determines that Attorney Bryan Graham's January 2, 2024 memo contains nonexempt material, I hereby request that a copy of same be provided to me subject to my payment of any fees that the Township deems appropriate.

Thank you in advance for your expeditious decision in connection with this APPEAL of Clerk Preston's September 3, 2024 denial in its entirety of my August 28, 2024 FOIA request.

Sincerely yours,

  
Jack Kelly

## Connie Preston

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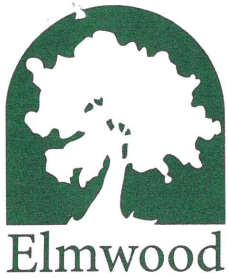
**From:** JOHN KELLY <kellycg@aol.com>  
**Sent:** Tuesday, August 27, 2024 2:54 PM  
**To:** Connie Preston  
**Subject:** FOIA Request



Dear Elmwood Township Clerk Connie Preston-

In accordance with the Michigan Freedom of Information Act, I hereby request that the Township provide me with a copy of Elmwood Township Attorney Bryan Graham's January 2, 2024 memo to Elmwood Township regarding short term rentals. Thank you.

Sincerely yours,  
Jack Kelly  
10100 E. Avondale Lane  
Traverse City, Michigan. 49684



## The Charter Township of Elmwood, Leelanau County

10090 E. Lincoln Rd., Traverse City, MI 49684

Office (231) 946-0921 • Fax (231) 946-9320

September 23, 2024

SUBJECT: FOIA Request Received August 28, 2024

Dear Mr. Kelly,

I have received your request for public records under the FOIA. Your request is denied in its entirety because Elmwood Township Attorney Bryan Graham's January 2, 2024 memo to the Elmwood Township Board is an Attorney-Client privilege memo exempt from disclosure under MCL 15.243.1(g).

Please be advised you have the following rights in this matter:

1. You may file a written appeal of my decision to the Elmwood Charter Township Board. Your appeal must specifically state the word "appeal" and must identify the reason or reasons you believe my decision should be reversed. Any written appeal should be filed with me. I will then submit your appeal to the board.
2. You may file a lawsuit in circuit court within 180 days after the final decision denying, in whole or in part, your request for public records. This lawsuit may be filed in the circuit court of your residence or place of business or in the Leelanau county Circuit Court. If the circuit court determines that the township has not complied with the FOIA and orders disclosure of all or a portion of the public record requested, then you have a right to receive in that lawsuit reasonable attorneys' fees, costs, and disbursements. If the circuit court determines that the township arbitrarily and capriciously violated the FOIA, then it will award you compensatory damages and punitive damages of \$1000.00.

Sincerely,

Connie Preston  
FOIA Coordinator

Treasurer's Report reflects bank account balances

Treasurer's Report

SEPTEMBER 2024

LIQUIDITY PORTAL INVESTMENTS

	<u>RUNNING BALANCE</u>	<u>OPENING VALUE</u>	<u>DIVIDEND AMOUNT</u>
<b>BONDS PROCEEDS</b>			
#101 General Fund	\$ 251,262.83	\$ 60,800.00	\$ 40.88
#203 Metro Authority	\$ 54,764.88	\$ 1,640,953.11	\$ 6,792.06
#206 Fire Fund	\$ 128,835.38	\$ 848,184.10	\$ 3,672.39
#590 Sewer CD Mat May 2018	\$ 158,508.88	\$ 1,316,009.25	\$ 5,411.74
#591 Timberlee H20	\$ 138,280.84	\$ 280,654.19	\$ 1,161.67
#592 Greilickville H20	\$ 82,895.49	\$ 73,444.14	\$ 304.00
#594 Marina	\$ 171,302.68	\$ 1,896,125.60	\$ 7,989.61
#701 Trust & Agency	\$ 3,510.69		
#703 Current Tax	\$ 323,896.63		
#816 GSAD Receivable	\$ 8,373.53		
#820 Maintenance E.R. Rds	\$ 16,135.90		
#821 Maintenance S.B. Rds	\$ 12,034.11		
#861 Bayview Estates Lights	\$ 2,728.52		
<b>TOTAL</b>	<b>\$ 1,352,530.36</b>	<b>\$ 6,116,170.39</b>	<b>\$ 25,372.35</b>

<u>INVESTMENT ACCOUNTS CD's</u>	<u>PURCHASED AMOUNT</u>	<u>CURRENT VALUE</u>
#590 Morgan Stanley	\$ 150,000.00	\$ 149,839.50
		\$ 3,572.85
<b>TOTAL</b>		<b>\$ 153,412.35</b>

**GRAND TOTAL \$ 7,647,485.46**

Connie M. Preston, Clerk

*Chris Mikowski*  
Chris Mikowski, Treasurer

To: Elmwood Township Board  
From: Sarah Clarren, Planner/Zoning Administrator  
RE: September 2024 Planning and Zoning Report

<b>PERMITS:</b>	9/2024	9/2023	YTD 2024	YTD 2023
Single Family Dwelling	0	2	17	10
Attached SFD	0	0	0	0
Accessory Building	0	0	3	3
AG Building	1	0	2	3
Residential Addition	2	2	3	7
Deck	1	1	11	8
Sign	0	1	2	3
Commercial	0	1	4	4
B&B	0	0	3	0
Misc.	0	1	5	9
Total Permits	5	8	51	48
Fees Collected	\$250	\$925	\$5,686.57	\$5,063.21

**Zoning Board of Appeals:**

**September 4**, Regular Meeting. Case #2024-03. Request by Roger Landis regarding property at 10989 S West-Bay Shore Dr for an 18' front yard setback variance to construct front porch. Proposed front porch would not encroach further into front setback than existing home – *approved*.

**October 2**, Regular Meeting. *Cancelled due to no new hearings.*

**Planning Commission:**

**September 17**, Regular Meeting. 1) Extension Request. SPR/SUP 2023-10 – Request by Dusty Christensen regarding property at 10051 S Lake Leelanau Dr for an Agricultural Commercial Enterprise (Farm Market) and a Microbrewery (SPR) on a parcel containing 'Farm Club.' *1 year extension granted.* 2) Public Hearing. SPR/SUP 2024-05 Farm Club Expansion. The request is for the expansion and relocation of the Agricultural Commercial Enterprise (Farm Market) building previously approved by the Planning Commission on 10/24/2023 – granted with conditions. 3) Public Comment specific to discussion topic, followed by Commission Discussion regarding additional discussion on Text amendment ZO 2017-04-23 – Aligning and Reforming Alcohol regulations, per Township Board's request – *Commission discussion, slight modifications made, and vote to move text back before Board for consideration.*

**October 15**, Regular Meeting. Agenda not yet set.

**Office Updates:**

**STRs.** 93 licenses for 2024 have been issued. 11 applications are on waitlist. Renewal period runs 10/1 – 10/31.

**Trainings/Conferences.** Staff attended the MI APA Conference 9/25-9/27; will be attending the NWM Housing Summit 10/24-10/25.

**Parks.** Preliminary plans were discussed with Parks and Recreation Committee at their August meeting; plans were revised and returned for discussion at the Committee level on 9/10. The Committee recommended that the Board move forward with Conceptual Plan 3, with some modifications to the plans presented. Beckett & Raeder is revising the plan and estimated costs to go before the Board. Equipment update: equipment approved by the Township Board has been ordered and is expected to arrive week of 10/1 or 10/7.

**Northwest Regional Airport Authority (NRAA) Joint Airport Zoning Board.** Next meeting scheduled for 10/16.

**Master (Comprehensive) Plan.** Beckett & Raeder continuing to work on chapters which will likely be discussed by the Commission later this fall.

Elmwood Township Fire and Rescue Department

**MONTHLY FIRE REPORT - SEPTEMBER 2024**

From: Keith Tampa, Fire Chief  
 To: The Township Board of Trustees, Charter Township of Elmwood

**Total Calls for the Month:** **51**

**Incident Type Breakdown per the National Fire Incident Reporting System (NFIRS)**

- **Fire Incidents:** **1**
    - 1 Grass fire
  - **Overpressure Rupture, Explosion, Overheat (no fire):** **0**
  - **Rescue & EMS Incidents:** **34**
    - 34 EMS calls
  - **Hazard Condition (No Fire):** **2**
    - 1 Tree on power line
    - 1 Gasoline or other flammable liquid spill
  - **Service Calls:** **6**
    - 6 Lift assists
  - **Good Intent Call:** **7**
    - 1 Dispatched and cancelled enroute
    - 4 Dispatched and cancelled enroute – Auto/Mut. Aid
    - 1 Smoke scare
    - 1 HazMat release investigation with no HazMat
  - **False Alarm/False Calls** **1**
    - 1 Smoke alarm activation, no fire – unintentional
  - **Severe Weather** **0**
- 
- **No EFD Resource (Non-NFIRS category)** **0**  
*This category represents the number of requests for service that EFD was unable to provide assistance. Calls may have been unfulfilled or covered by mutual aid.*
  - **Overlapping Incident(s) (Non-NFIRS category)** **0**

**Mutual Aid – Given / Received**

<u>Type of Aid</u>	<u>Incidents</u>	<u>Departments</u>
Received	0	-
Given	2	Cedar Area FD (Grass fire), Suttons Bay Bingham FD (Medical)
Requested EFD (Cancelled)	2	Cedar Area FD, Peninsula Twp FD, Suttons Bay Bingham

**General Updates**

**ADMINISTRATION / OPERATIONS**

- **General Run Information.**
  - September call volume was up 6% compared to last year (9/2023 = 48 calls). All overlapping calls had an EFD response.
- **Annual Physicals.** Staff have begun annual department physicals. Coronary Artery Calcium Screening Test has been added to the department’s protocol. The test and its risk assessment tool are being used to detect any early cases of coronary artery disease, allowing for early intervention.
- **Personnel – Injuries.** It has been confirmed that one individual will be on light duty for at least 6 months. Staffing is being adjusted but remains slim and taxing.

**APPARATUS AND EQUIPMENT**

- **Tanker 121**
  - Repair was made for a bad axle seal by Stoops.
- **Ambulance 191.**
  - Electrical disconnect issue between chassis and patient compartment. Repair made. Possible solenoid going bad. Awaiting replacement.



- Annual Testing Completed.
  - Hose and ladder testing.
  - Engine pump testing and certification.
  - SCBA flow testing.

**FACILITIES AND GROUNDS**

- Fuel Tanks.
  - Some progress has been made on gathering information. Awaiting proposal.

**PUBLIC EDUCATION AND RELATIONS**

- Elmwood Marina Standpipe System. The system is in dire need of repair and is currently unusable. Met with the Elmwood Twp Harbormaster and LC Building Safety (LCBS). LCBS has issued a violation for the systems repair or replacement. A temporary plan for response has been put in place.
- Plan Reviews.
  - Nothing to report.

**TRAININGS**

**Total Training Hours: 94.5**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Ladders</li> <li>• Vent-Enter-Isolate-Search</li> <li>• Report Writing &amp; ESO</li> <li>• Brush 141 – Structure fire response</li> <li>• SCBA Air Conservation</li> <li>• Turbo Draft Operations</li> </ul> | <ul style="list-style-type: none"> <li>• Hose Advancement</li> <li>• Hose Loads.</li> <li>• Driving Competency – New staff (Continues)</li> <li>• Fire Chief 101</li> <li>• First Five (structure fire response)</li> <li>• Flashover Training</li> </ul> |
|--|---|

**MEETINGS ATTENDED**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Elmwood Township Board Regular Meeting</li> <li>• LC Fire Chiefs' Meeting</li> </ul> | <ul style="list-style-type: none"> <li>• EFD Officers' Meeting</li> </ul> |
|---|---|

Harbor Masters Report  
October 8, 2024

1. Construction Update

- a. Buildings and Pavilion have all been demolished
- b. Month End Construction Billing Approval process

Concern about timing on receipt, compilation and submission

turn around to Ray, understanding the townships deadline is the Friday before the first Monday of each month, which is impossible. The issue that they asked me to discuss with you is all about timing to insure payment to contractors without waiting for 60 days. As it is now, sub-contractors must submit their invoices to Chris only days prior to end of month. By the time he turns them around and submits them to the township, the monthly township meeting will have occurred and thus the bills get pushed back 30 days before they are approved for payment. This is unacceptable to RCI and the sub-contractors.

If we want to keep this project rolling and have any chance of completing it on time for next Spring opening, we cannot afford timely payments to be reason for it being slowed down. As we have a quote for the project that was voted on and approved, I suggest that a motion be made as follows...

The Township Supervisor shall be permitted to approve and pay all disbursements to RCI for monthly invoices received in connection with the previously approved construction costs associated with the Phase 3 construction of Elmwood Township Marina. Any change orders that will cause the previously approved construction cost to increase will require the approval of the Township Board.

- c. Approval of Change Orders
  - i. See Attached

2. Beginning Marina Shutdown

- a. Sailboats are off Moorings
- b. All Shut Down Procedures are being fully documented

3. Door Locks at Park are installed and currently set to lock at 9:00 PM

4. Winter Storage

- a. Contracts have been completed by all storage customers using new online Dockwa System with no problems
  - b. Wall Storage & Crane Haul Outs are Scheduled for 10/14, 10/15, and 10/16
  - c. Total # of boats and revenue for Winter Storage will exceed last year
5. Slip and Mooring Holder Summer Contracts were sent 10/4/24
- a. All Contracts and payment are due back on or before 2/1/25
6. Fire Suppression System for Docks
- a. Received Violation notice from Leelenau County Dept of Building Safety Mr. Charles Sesssions
    - i. Required 14-day response – Completed
    - ii. Required Temporary Solution until repairs are made – Pending
    - iii. Long Term Solution – Repair Suppression System at cost of appx. \$12,000 in November if possible, if not in Spring
- 7. Fish Grinder**
- a. Fish Samples Provided to Johua Lycka of TC Wastewater Treatment Plant
  - b. Dan will request info from Wade Trim re original plans
  - c. Dan will request Quote for Installation and Equipment if Approved by TC Wastewater
8. Repurpose of Fingers for Dinghy use
- a. Discussions with RCI and Flotation Systems to repair fingers for use in future as Dinghy docks.
  - b. See Proposed Layout – Dock Cost \$16,000+ Dredging + Riprap Removal – Final Quote to come – Likely \$35K
  - c. Decision made to hold on this till new seawall is installed and then look to attach ramp off South wall to extend over new Rip Rap to Brewery Creek for access by Mooring customers – Estimated Cost \$1000.00
  - d. Finger Piers will be moved to back lot at Brewery Creek until repurposing is determined
9. Meeting with Flotation Dock Systems – Quotes From Cody Email

**Item #1 – A Dock Condition:**

- a. Overall, we feel you can expect 3 – 5 years additional useful life, possibly even longer pending factors such as maintenance frequency, quantity and strength of weather events, etc.

**Item #2 – Fire Suppression:**

It was brought to our attention earlier this year that your fire suppression system has suffered significant damage. A very similar situation occurred on C Dock in 2012, and we (as well as our suppliers) believe the damage has resulted from a phenomenon known as water hammer. Based on the information provided to FDS, it appears that the marina's fire suppression system was charged too rapidly at some point, which obviously yielded explosive results (i.e. blown-out flex hoses, piping has jumped around in dock, etc.)

You commented that an insurance review concluded this to be "normal wear and tear," however we feel strongly that there's significant evidence to the contrary. Perhaps the most compelling argument is that your domestic water main (located directly next to the fire main in dockage) has no issues. Going forward, it will be important to charge the system gradually, and we also suggest removing the cap on several standpipes as an added safety measure.

### **Item #3 – Inspections:**

You requested annual inspections of all three docks in an effort to ensure that any issues were being identified and resolved in a timely fashion. We'll begin coordinating that task in spring of next year, but I want to clarify that it's still important for marina staff to continually monitor dockage for any issues. I'll reach out around 4/1/25 to schedule a visit.

### **Item #4 – Dinghy Dockage:**

Two 3' x 38' finger piers that were replaced earlier this year would be retrofit and connected in an angular fashion for dinghy tie-up immediately south of A Dock. I understand both sections are currently stored on township property, which is where we'd complete these modifications (assuming adequate access / space). Both fingers would be reskinned as noted above unless you confirm that the lower flotation encasement steel remains intact, miter-cut to accommodate the desired angle, and retrofit with telescoping spuds for anchorage. Additionally, we'd furnish and install a 30" x 5-step articulating stairway which would be used to access this dockage from your existing seawall.

Please note that the currently proposed location must be dredged to ensure that dockage would remain floating even during low water conditions. You may also wish to consider relocating these sections to a more sheltered location during winter months due to potential ice exposure. We **estimate** your expense for this effort would fall somewhere around **\$16,000** (less if reskinning is deemed unnecessary). **NOTE WE WILL LET HIM QUOTE THIS IN THE EVENT THAT PROPOSED RAMP DOES NOT WORK**

10. Harbor Master Request to attend Docks Expo & Marina Conference in Nashville Dec 10-12<sup>th</sup>
  - a. Topics of interest includes working sessions on the following...
    - 1) Regulations and Codes
    - 2) Implementing Green Infrastructure
    - 3) Intro to Wi-Fi in Marinas

- 4) 2025 Workplace Law
- 5) Is your Marina Properly Insured?
- 6) Revenue Generating Ideas
- 7) Inspections, Condition Assessments and Rehabilitation Plans for your Marina
- 8) Building a Marina Emergency Plan
- 9) Profit Center Trends to Boost the Bottom Line

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Expo Registration, Hotel, Airfare, & Meals – Appx \$2200.00

## 11. 2025 Compensation Recommendation & Restructuring Plan

**CHARTER TOWNSHIP OF ELMWOOD  
REGULAR BOARD MEETING  
SEPTEMBER 9, 2024  
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:** Chris Mikowski, Terry Lautner, Dave Darga, Kyle Trevas, Jeff Shaw, Jordan Gallagher, and Connie Preston

**Excused:** None

**Declaration of Conflict of Interest**

None

**Public Comment**

None

**Consent Calendar:**

**Department Reports:**

Treasurer  
Planning/Zoning  
Fire Chief  
Harbormaster

**Committee Reports:**

**Minutes:**

8-12-24  
8-19-24  
8-28-24

**Post Audit Invoices 8-1-24 through 8-31-24**

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

**Agenda approval**

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA TO APPROVE THE AGENDA AS PRESENTED. Motion passed unanimously by a voice vote.

**Supervisor Remarks**

Supervisor Shaw submitted a written report.

**Trustee Remarks**

None

**Engineer's Report**

None

**Other Officer Remarks**

None

**Communications from the Clerk**

Clerk Preston stated that ballots should be arriving soon.

## **Old Business**

None

## **New Business**

### **Drainage District Creation/Steve Christensen**

Steve Christensen, Leelanau County Drain Commissioner and Brian Cenci of GEI Consulting, presented the proposal for the Township Board to initiate an amendment to the area included in Elmwood Drain #1. This is to alleviate the flooding happening to the areas around the Silver Swan. If the Township Board approves the petition, it will streamline the process compared to waiting for a petition from affected landowners. A Board of Determination, consisting of three people from Leelanau County that are not property owners in Elmwood Township, will be appointed to determine if there is a need for the district. In order to save on costs, the proposed work will be done in conjunction with the MDOT road project next year. The affected landowners will be notified of a day long review hearing and may come in to see the project and see assessments.

**MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA TO APPROVE THE RESOLUTION AUTHORIZING A PETITION FOR THE MAINTENANCE AND IMPROVEMENT OF A COUNTY DRAIN.**

The motion passed 7-0 by a roll call vote

### **Consideration of 2024 Tax Rate Request L-4029**

**MOTION BY CLERK PRESTON, SECONDED BY TREASURER MIKOWSKI TO APPROVE THE 2024 TAX RATE REQUEST. Motion passed unanimously by a voice vote.**

### **Commission and Committee Appointments**

Supervisor Shaw presented his memo of nominations and stated that Trustee Trevas needed to be removed from the re-appointment to the Parks and Recreation Committee. **MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE DARGA TO APPROVE THE RE-APPPOINTMENTS FOR THE ZBA, PARKS AND RECREATION COMMITTEE, AND BOARD OF REVIEW. Motion passed unanimously by a voice vote.**

### **Payment of Invoices**

**MOTION BY TRUSTEE DARGA, SECONDED BY CLERK PRESTON TO PAY THE INVOICES IN THE AMOUNT OF \$141,160.12. Motion passed unanimously by voice vote.**

### **Extended Public Comment**

### **Adjournment**

Supervisor Shaw adjourned the meeting at 6:56 p.m.

# Check Register Report

Date: 10/02/2024

Time: 10:35 am

Page: 1

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>								
39194	09/20/2024	Printed			A127	AT&T MOBILITY	ACCT#287303700094	287.04
39195	09/20/2024	Printed			B111	BLUECROSS BLUESHIELD OF MI	GROUP 007015150710	438.87
39196	09/20/2024	Printed			C029	CHARTER COMMUNICATIONS	ACCT 005047601	65.01
39197	09/20/2024	Printed			C010	CHERRYLAND ELECTRIC COOR	ACCT#9902700	106.55
39198	09/20/2024	Printed			C040	CONSUMERS ENERGY	ACCT#1000 2914 1304	5,274.86
39199	09/20/2024	Printed			M020	DTE ENERGY	ACCT#9100 218 4472 5	195.46
39200	09/20/2024	Printed			M008	GFL ENVIRONMENTAL	ACCT#002114837	493.65
39201	09/20/2024	Printed			G046	GRAYBAR FINANCIAL SERVICES	CONTRACT#100-8704031-001	457.10
39202	09/20/2024	Printed			G425	GUARDIAN	GROUP 00-357534	418.75
39203	09/20/2024	Printed			01176	SOPHIA HART	PAVILION RESERVATONCANCELTION	150.00
39204	09/20/2024	Printed			01100	JONAH KUZMA	PAVILION DEPOSIT REFUND	50.00
39205	09/20/2024	Printed			L091	ROBERT LAPORTE	PAVILION DEPOSIT REFUND	50.00
39206	09/20/2024	Printed			N082	NORTHWEST LAWN CARE	E Timberwoods mowing &trimming	410.00
39207	09/20/2024	Printed			P043	PRIORITY HEALTH	GROUP 790105 S001	4,900.26
39208	09/20/2024	Printed			01175	PVS CHEMICALS	PAVILION DEPOSIT REFUND	50.00
39209	09/20/2024	Printed			S059	SOUND ENVIRONMENTS	TOWNSHIP HALL AUDIO UPGRADES	2,797.00
39210	09/20/2024	Printed			S097	SPECTRUM VOIP	CUST#2319460921	36.85
39211	09/20/2024	Printed			01174	THROUGH THE ROOF DISABILITY MI	PAVILION DEPOSIT REFUND	50.00
39212	09/20/2024	Printed			V023	VSP	CLIENT ID 30031936	210.64
39219	09/27/2024	Printed			P031	PITNEY BOWES BANK INC RESERVE	ACCT#16979494	3,000.00
39220	09/30/2024	Printed			01031	LINDSAY BAKKER	FD PHOTOS	340.00

**Total Checks: 21**

**Checks Total (excluding void checks):**

**19,782.04**

**Total Payments: 21**

**Bank Total (excluding void checks):**

**19,782.04**

**Total Payments: 21**

**Grand Total (excluding void checks):**

**19,782.04**



## Supervisor's Report

10/08/24

1. The Judge granted the Summary Disposition and dismissed the case in the Kelly lawsuit.
2. The Board of Public Works continues its search for a new Director. The ad has been running in multiple places and the salary has been adjusted to try to attract more applicants. So far there have been 2 applicants.
3. Bryan Graham looked at all the Brewery Creek Drainage District documentation, extending back to the original layout. He would like us to get a title search done, as the parcel numbers have changed multiple times. We are in the process of having that done so we can move forward with accepting the District from the Drain Commissioner.
4. I was appointed the Chair of MDOT's Pure Michigan M-22 Scenic Byway Committee. You can google it for more information.
5. The Bond Sale went well on September 19, 2024. It has been a learning experience.
6. The TTCI MPO opened the call for projects for 2026-2028. This will be our first opportunity to apply for MPO funds for the Cherry Bend project.
7. Marina buildings have been demolished. There have been a few delays already, but hopefully we will be able to push through and stay on schedule.

To: Township Board  
From: Sarah Clarren, Planner/Zoning Administrator  
Date: October 2, 2024  
RE: Cherry Bend Park Conceptual Plan

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As the Township Board may recall, the Board approved moving forward with a consultant (Beckett & Raeder) to develop a conceptual plan for Cherry Bend Park. This plan involved examining existing (and additional) parking, possible locations for designated pickle ball court(s), and a trail connection.

Staff and the Parks and Recreation Committee have been working with Tim Knutsen and his team at Beckett & Raeder on reviewing a variety of different preliminary conceptual plans. Ultimately, on 9/10, the Parks and Recreation Committee unanimously voted to recommend the Township Board move forward with Conceptual Plan 3. For reference, the other two conceptual plans are in your packets. As the Board will note, Conceptual Plan 3 creates a placemaking opportunity with a trailhead centered at existing facilities. It also puts the biggest practical dent in our existing parking issue, while being cost-effective in comparison with Concept Plan 2. Although this plan eliminates two undersized baseball fields, the Committee felt like this plan meets the current (and future) needs of the community the best, with limited impact to the park system. This plan also allows the Township to complete multiple action objectives to goals within our Parks and Recreation Plan.

At the Board's 10/8 meeting, Knutsen will attend to walk the Board through the design. At this meeting, he will be looking for feedback from the Board to incorporate into a final conceptual design and estimate which the Township can utilize in applying for grant funding to complete the work.

Please note that our consultant is currently working on an alternate version of Plan 3 where the new parking areas west of the proposed pickleball courts would be 90-degree parking spaces instead of angled parking; this would give the Township more parking.

We recognize that there is a high cost associated with these improvements. In anticipation of the Board's likely queries on funding opportunities, we had our grant coordinator, Carl Ferguson, assemble a list of potential grant sources for these improvements (attached). This list was assembled utilizing grants that they have worked on and secured funding for sports courts and trails, so these would also be Elmwood's best option(s). Ferguson also indicated that private fundraising for pickleball courts could help the Township augment any required Township match.

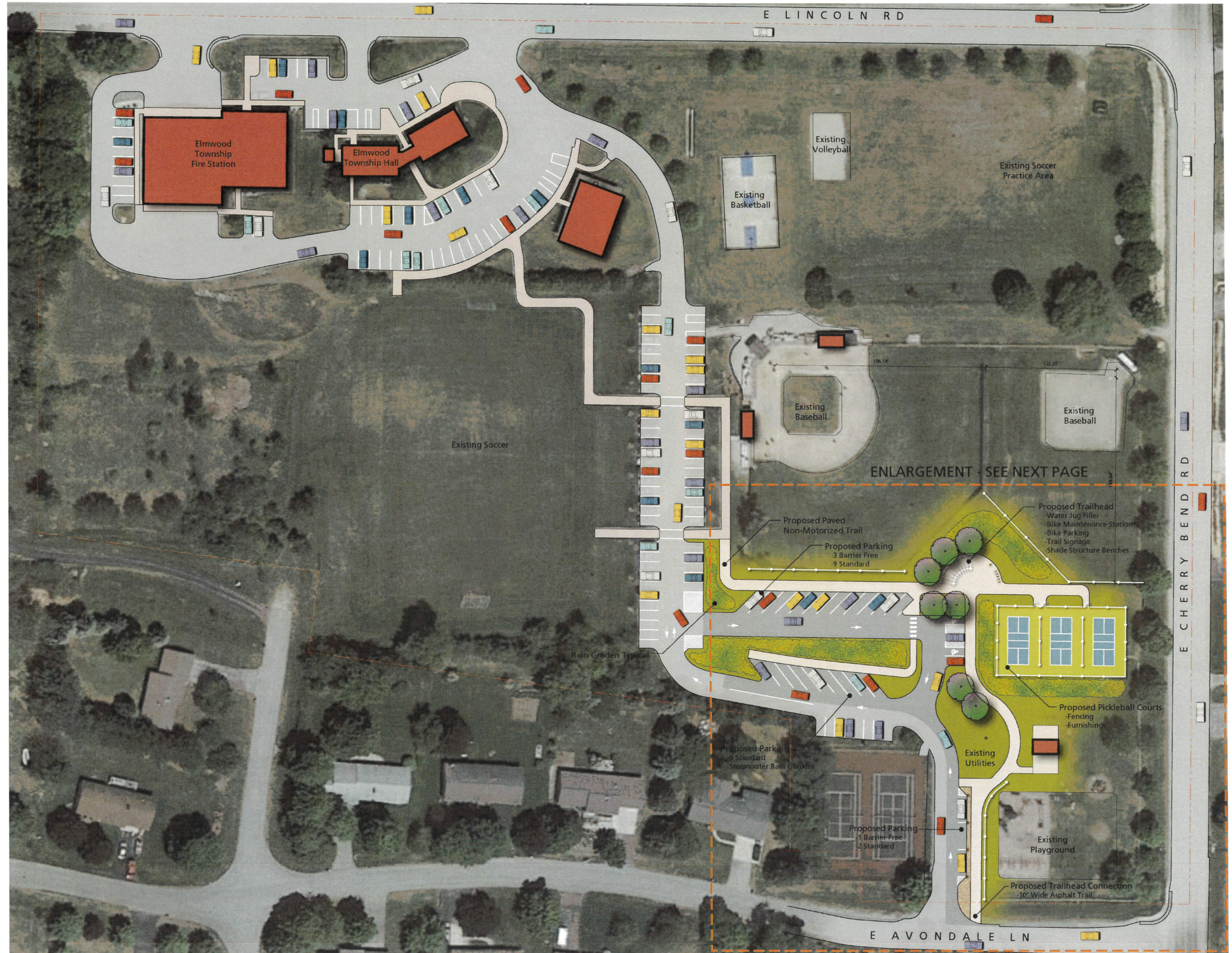
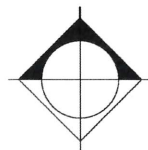
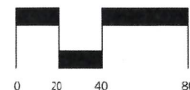
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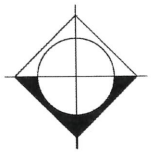
Concept Plan 3, dated October 2024  
Concept Plan 3 preliminary cost estimates, dated October 1, 2024  
Concept Plan 1, dated 8/30/24 with preliminary cost estimates  
Concept Plan 2, dated 8/30/24 with preliminary cost estimates  
Potential grant opportunities dated 10/1/24



# Cherry Bend Park Elmwood Township, Michigan Overall Site Design Plan

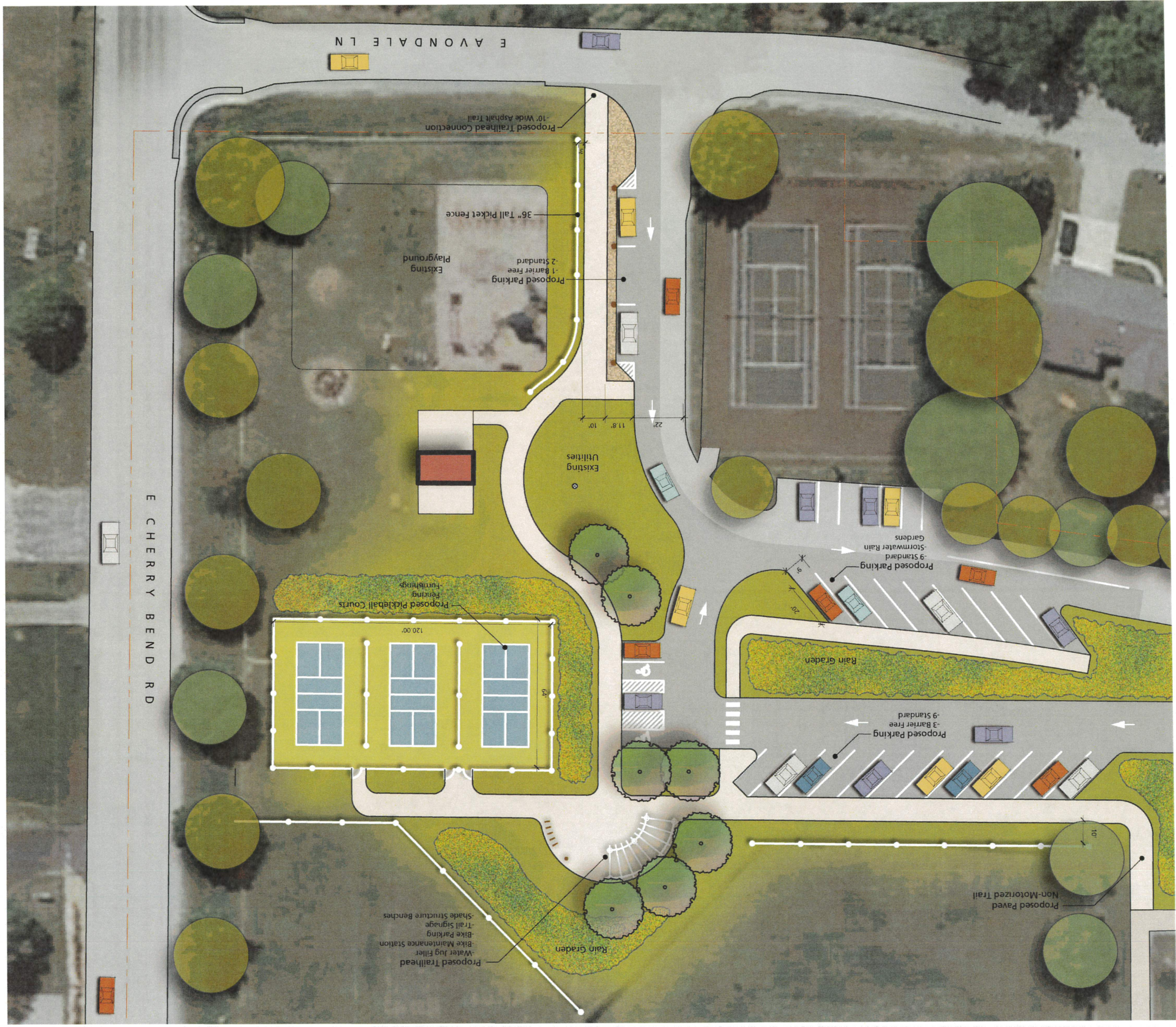
October, 2024





October, 2024

**Cherry Bend Park**  
 Elmwood Township, Michigan  
 Site Design Plan - Enlargement



Beckett & Raeder, Inc.  
 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST  
 Cherry Bend Park - Pickleball & Site Improvements  
 Concept 3  
 Elmwood Township  
 1-Oct-24



DESCRIPTION	QTY.	UNIT	UNIT COST	SUBTOTAL	TOTAL
<b>PARKING</b>					
<u>DEMOLITION &amp; SITE PREPARATION</u>					
Mobilization	1	ls	\$2,000.00	\$2,000.00	
Erosion Control Measures	1	ls	\$1,000.00	\$1,000.00	
Strip Lawn and Topsoil	1500	sy	\$5.00	\$7,500.00	
Sawcut Bituminous Pavement	275	lf	\$2.00	\$550.00	
Remove Bituminous Pavement	575	sy	\$18.00	\$10,350.00	
Tree Removal	4	ea	\$350.00	\$1,400.00	
Remove 10' Chain Link Fence	530	lf	\$15.00	\$7,950.00	
Remove Baseball Backstop	2	ea	\$5,000.00	\$10,000.00	
Salvage Wood Fence	120	lf	\$20.00	\$2,400.00	
<u>EARTHWORK</u>					
Earthwork	1	ls	\$12,500.00	\$12,500.00	
<u>PROPOSED IMPROVEMENTS</u>					
Bituminous Pavement	2110	sy	\$50.00	\$105,500.00	
Pavement Striping	2000	lf	\$3.00	\$6,000.00	
Concrete Walks	6220	sf	\$10.00	\$62,200.00	
Parking Bollards	4	ea	\$200.00	\$800.00	
Accessible Parking Sign	5	ea	\$500.00	\$2,500.00	
<b>SUBTOTAL</b>				<b>\$232,650.00</b>	
<u>CONTINGENCIES</u>					
10% Design and Engineering				\$23,265.00	
10% General Conditions				\$23,265.00	
10% Construction Contingency				\$23,265.00	
<b>SUBTOTAL</b>					<b>\$302,445.00</b>
<b>PICKLEBALL COURTS (3 TOTAL)</b>					
<u>DEMOLITION &amp; SITE PREPARATION</u>					
Mobilization	1	ls	\$1,000.00	\$1,000.00	
Erosion Control Measures	1	ls	\$500.00	\$500.00	
Strip Lawn and Topsoil	1500	sy	\$5.00	\$7,500.00	
<u>EARTHWORK</u>					
Earthwork	1	ls	\$2,500.00	\$2,500.00	

PROPOSED IMPROVEMENTS

Bituminous Pavement	860	sy	\$50.00	\$43,000.00
Court Surfacing	860	sy	\$22.50	\$19,350.00
4' Chain Link Fence	216	lf	\$65.00	\$14,040.00
6' Chain Link Fence	240	lf	\$95.00	\$22,800.00
4' Gate	3	ea	\$2,000.00	\$6,000.00
Regulation Sign	1	ea	\$2,500.00	\$2,500.00
Net Post	3	ea	\$600.00	\$1,800.00
Net	3	ea	\$100.00	\$300.00
New 10' Chain Link Fence (Outfield)	320	lf	\$130.00	\$41,600.00
<hr/>				
SUBTOTAL				\$162,890.00

CONTINGENCIES

<i>10% Design and Engineering</i>				\$16,289.00
<i>10% General Conditions</i>				\$16,289.00
<i>10% Construction Contingency</i>				\$16,289.00

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SUBTOTAL **\$211,757.00**

**TRAIL & TRAILHEAD FROM PICKLEBALL COURTS TO SOUTH ENTRANCE**

DEMOLITION & SITE PREPARATION

Mobilization	1	ls	\$2,000.00	\$2,000.00
Erosion Control Measures	1	ls	\$1,000.00	\$1,000.00
Strip Lawn and Topsoil	2946	sy	\$5.00	\$14,730.00
Remove Asphalt Trails	360	sy	\$18.00	\$6,480.00
Tree Removal	1	ea	\$350.00	\$350.00

EARTHWORK

Earthwork	1	ls	\$4,000.00	\$4,000.00
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PROPOSED IMPROVEMENTS

Bituminous Pavement (Trail)	320	sy	\$50.00	\$16,000.00
Decorative Concrete Plaza	2830	sf	\$12.00	\$33,960.00
Water Jug Filler	1	ea	\$3,500.00	\$3,500.00
Bicycle Maintenance Station	1	ea	\$1,500.00	\$1,500.00
Bike Rack Loops	5	ea	\$750.00	\$3,750.00
Wayfinding Signage	2	ea	\$500.00	\$1,000.00
<hr/>				
SUBTOTAL				\$88,270.00

CONTINGENCIES

<i>10% Design and Engineering</i>				\$8,827.00
<i>10% General Conditions</i>				\$8,827.00
<i>10% Construction Contingency</i>				\$8,827.00

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SUBTOTAL **\$114,751.00**

**LANDSCAPING/ SITE RESTORATION**

Canopy Trees	3	ea	\$600.00	\$1,800.00
Rain Garden / Bioswales	670	sy	\$115.00	\$77,050.00
Seeding and Site Restoration	1	ls	\$5,000.00	\$5,000.00
				<hr/>
				\$83,850.00

**CONTINGENCIES**

<i>10% Design and Engineering</i>				\$8,385.00
<i>10% General Conditions</i>				\$8,385.00
<i>10% Construction Contingency</i>				\$8,385.00

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SUBTOTAL				<b>\$109,005.00</b>
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<b>TOTAL PROJECT COST</b>				<b>\$737,958.00</b>
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Beckett & Raeder, Inc.  
 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST  
 Cherry Bend Park - Pickleball & Site Improvements  
 Concept 1  
 Elmwood Township  
 30-Aug-24



DESCRIPTION	QTY.	UNIT	UNIT COST	SUBTOTAL	TOTAL
<b>PARKING</b>					
<u>DEMOLITION &amp; SITE PREPARATION</u>					
Mobilization	1	ls	\$2,000.00	\$2,000.00	
Erosion Control Measures	1	ls	\$1,000.00	\$1,000.00	
Strip Lawn and Topsoil	1500	sy	\$5.00	\$7,500.00	
Sawcut Bituminous Pavement	275	lf	\$2.00	\$550.00	
Remove Bituminous Pavement	853	sy	\$18.00	\$15,354.00	
Tree Removal	2	ea	\$350.00	\$700.00	
Remove 10' Chain Link Fence	290	lf	\$15.00	\$4,350.00	
Salvage Wood Fence	120	lf	\$20.00	\$2,400.00	
 <u>EARTHWORK</u>					
Earthwork	1	ls	\$4,000.00	\$4,000.00	
 <u>PROPOSED IMPROVEMENTS</u>					
Bituminous Pavement (Roads)	725	sy	\$55.00	\$39,875.00	
Pavement Striping	270	lf	\$5.00	\$1,350.00	
Bumper Blocks	15	ea	\$150.00	\$2,250.00	
Accessible Parking Sign	2	ea	\$500.00	\$1,000.00	
SUBTOTAL				\$82,329.00	
 <u>CONTINGENCIES</u>					
10% Design and Engineering				\$8,232.90	
10% General Conditions				\$8,232.90	
10% Construction Contingency				\$8,232.90	
SUBTOTAL					<b>\$107,027.70</b>

**PICKLEBALL COURTS (3 TOTAL)**

DEMOLITION & SITE PREPARATION

Mobilization	1	ls	\$1,000.00	\$1,000.00
Erosion Control Measures	1	ls	\$500.00	\$500.00
Strip Lawn and Topsoil	1500	sy	\$5.00	\$7,500.00
Tree Removal	1	ea	\$350.00	\$350.00
Remove 10' Chain Link Fence	100	lf	\$15.00	\$1,500.00

EARTHWORK

Earthwork	1	ls	\$2,500.00	\$2,500.00
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PROPOSED IMPROVEMENTS

Bituminous Pavement	855	sy	\$55.00	\$47,025.00
Court Surfacing	855	sy	\$30.00	\$25,650.00
4' Chain Link Fence	88	lf	\$65.00	\$5,720.00
6' Chain Link Fence	356	lf	\$95.00	\$33,820.00
4' Gate	3	ea	\$2,000.00	\$6,000.00
Regulation Sign	1	ea	\$2,500.00	\$2,500.00
Net Post	3	ea	\$600.00	\$1,800.00
Net	3	ea	\$100.00	\$300.00
New 10' Chain Link Fence	90	lf	\$130.00	\$11,700.00
<hr/>				\$147,865.00
SUBTOTAL				

CONTINGENCIES

10% Design and Engineering				\$14,786.50
10% General Conditions				\$14,786.50
10% Construction Contingency				\$14,786.50

SUBTOTAL

**\$192,224.50**

**TRAIL & TRAILHEAD**

DEMOLITION & SITE PREPARATION

Mobilization	1	ls	\$2,000.00	\$2,000.00
Erosion Control Measures	1	ls	\$1,000.00	\$1,000.00
Strip Lawn and Topsoil	2946	sy	\$5.00	\$14,730.00
Remove Asphalt Trails	360	sy	\$18.00	\$6,480.00
Tree Removal	1	ea	\$350.00	\$350.00

EARTHWORK

Earthwork	1	ls	\$4,000.00	\$4,000.00
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PROPOSED IMPROVEMENTS

Bituminous Pavement (Trail)	838	sy	\$55.00	\$46,090.00
Water Jug Filler	1	ea	\$3,500.00	\$3,500.00
Bicycle Maintenance Station	1	ea	\$1,500.00	\$1,500.00
Relocate Bike Parking	1	ea	\$1,000.00	\$1,000.00
Wayfinding Signage	2	ea	\$500.00	\$1,000.00
<hr/>				\$81,650.00
SUBTOTAL				

CONTINGENCIES

10% Design and Engineering				\$8,165.00
10% General Conditions				\$8,165.00
10% Construction Contingency				\$8,165.00

SUBTOTAL

**\$106,145.00**

**LANDSCAPING/ SITE RESTORATION**

Rain Garden / Bioswales	286	sy	\$115.00	\$32,890.00
Seeding and Site Restoration	1	ls	\$5,000.00	\$5,000.00
				<hr/>
				\$37,890.00

**CONTINGENCIES**

<i>10% Design and Engineering</i>				\$3,789.00
<i>10% General Conditions</i>				\$3,789.00
<i>10% Construction Contingency</i>				\$3,789.00

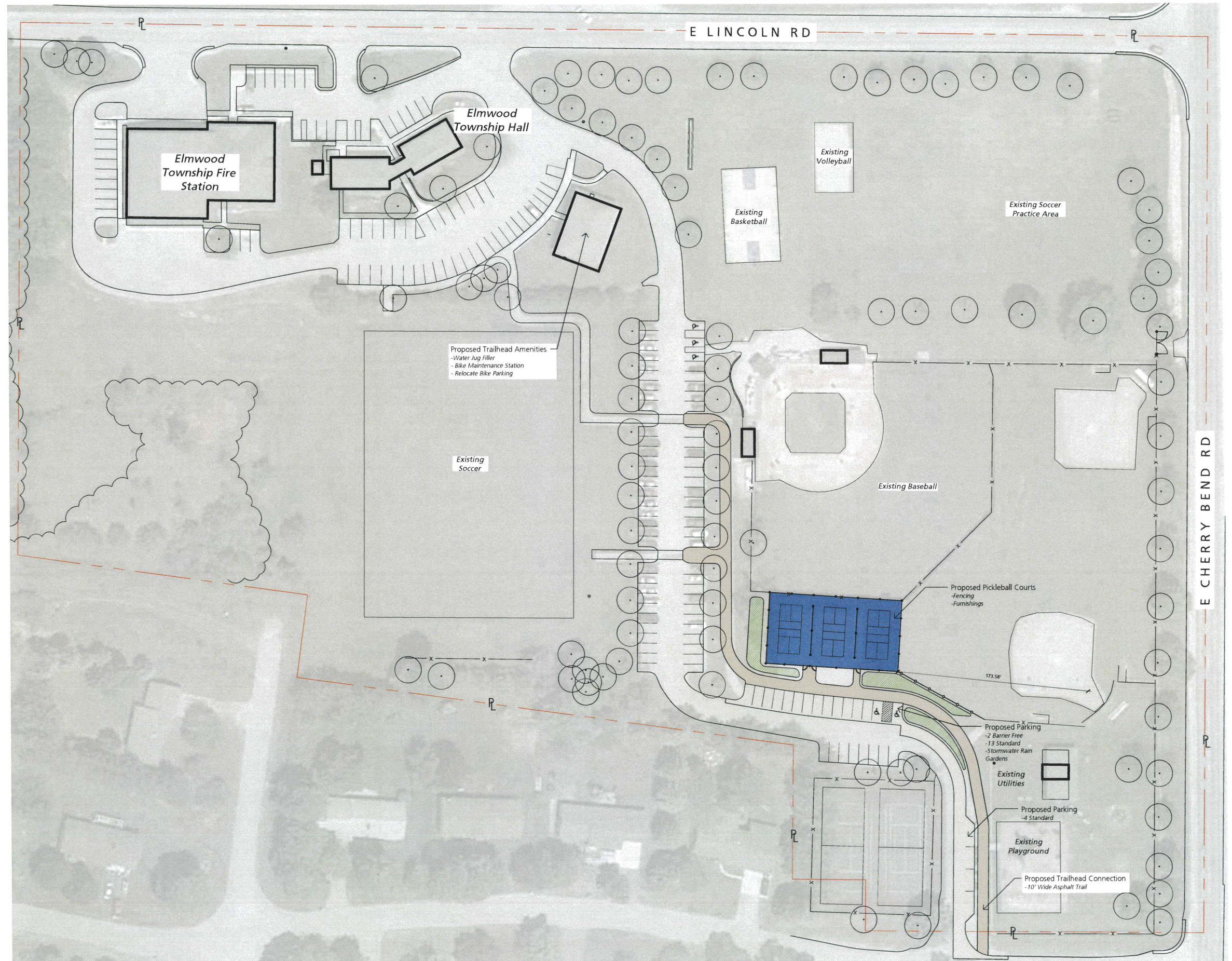
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SUBTOTAL **\$49,257.00**

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**TOTAL PROJECT COST** **\$454,654.20**

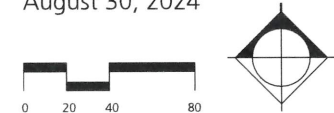




Elmwood Township  
Cherry Bend Park Pickleball & Site  
Improvements

# Concept Plan 1

August 30, 2024



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Beckett & Raeder, Inc.  
 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST  
 Cherry Bend Park - Pickleball & Site Improvements  
 Concept 2  
 Elmwood Township  
 30-Aug-24



DESCRIPTION	QTY.	UNIT	UNIT COST	SUBTOTAL	TOTAL
<b>PARKING</b>					
<u>DEMOLITION &amp; SITE PREPARATION</u>					
Mobilization	1	ls	\$2,000.00	\$2,000.00	
Erosion Control Measures	1	ls	\$1,000.00	\$1,000.00	
Strip Lawn and Topsoil	1800	sy	\$5.00	\$9,000.00	
Sawcut Bituminous Pavement	135	lf	\$2.00	\$270.00	
Remove Bituminous Pavement	170	sy	\$18.00	\$3,060.00	
Tree Removal	4	ea	\$350.00	\$1,400.00	
Remove 10' Chain Link Fence	330	lf	\$15.00	\$4,950.00	
Salvage Wood Fence	120	lf	\$20.00	\$2,400.00	
 <u>EARTHWORK</u>					
Earthwork	1	ls	\$4,000.00	\$4,000.00	
 <u>PROPOSED IMPROVEMENTS</u>					
Bituminous Pavement (Roads)	1405	sy	\$55.00	\$77,275.00	
Pavement Striping	640	lf	\$5.00	\$3,200.00	
Park Entrance Gate	1	ea	\$10,000.00	\$10,000.00	
Parking Bollards	10	ea	\$200.00	\$2,000.00	
Bumper Blocks	23	ea	\$150.00	\$3,450.00	
Accessible Parking Sign	3	ea	\$500.00	\$1,500.00	
SUBTOTAL				\$125,505.00	
 <u>CONTINGENCIES</u>					
10% Design and Engineering				\$12,550.50	
10% General Conditions				\$12,550.50	
10% Construction Contingency				\$12,550.50	
SUBTOTAL					<b>\$163,156.50</b>

**PICKLEBALL COURTS (3 TOTAL)**

DEMOLITION & SITE PREPARATION

Mobilization	1	ls	\$1,000.00	\$1,000.00
Erosion Control Measures	1	ls	\$500.00	\$500.00
Strip Lawn and Topsoil	1500	sy	\$5.00	\$7,500.00
Strip 6" of Sand	245	sy	\$5.00	\$1,225.00
Remove 10' Chain Link Fence	100	lf	\$15.00	\$1,500.00

EARTHWORK

Earthwork	1	ls	\$2,500.00	\$2,500.00
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PROPOSED IMPROVEMENTS

Bituminous Pavement	855	sy	\$55.00	\$47,025.00
Court Surfacing	855	sy	\$30.00	\$25,650.00
4' Chain Link Fence	88	lf	\$65.00	\$5,720.00
6' Chain Link Fence	356	lf	\$95.00	\$33,820.00
4' Gate	3	ea	\$2,000.00	\$6,000.00
Regulation Sign	1	ea	\$2,500.00	\$2,500.00
Net Post	3	ea	\$600.00	\$1,800.00
Net	3	ea	\$100.00	\$300.00
Concrete Pavement (Basketball Court)	473	sy	\$103.50	\$48,955.50
Basketball Court Striping	1	ls	\$2,000.00	\$2,000.00
Basketball Hoop	2	ea	\$2,000.00	\$4,000.00
Relocate Horseshoe Pit	23	sy	\$5.00	\$115.00
New 10' Chain Link Fence	90	lf	\$130.00	\$11,700.00
<hr/>				
SUBTOTAL				\$203,810.50

CONTINGENCIES

10% Design and Engineering				\$20,381.05
10% General Conditions				\$20,381.05
10% Construction Contingency				\$20,381.05
<hr/>				
SUBTOTAL				\$264,953.65

**TRAIL & TRAILHEAD**

DEMOLITION & SITE PREPARATION

Mobilization	1	ls	\$2,000.00	\$2,000.00
Erosion Control Measures	1	ls	\$1,000.00	\$1,000.00
Strip Lawn and Topsoil	1500	sy	\$5.00	\$7,500.00
Remove Asphalt Trails	360	sy	\$18.00	\$6,480.00
Tree Removal	1	ea	\$350.00	\$350.00

EARTHWORK

Earthwork	1	ls	\$4,000.00	\$4,000.00
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PROPOSED IMPROVEMENTS

Bituminous Pavement (Trail)	1387	sy	\$55.00	\$76,285.00
Water Jug Filler	1	ea	\$3,500.00	\$3,500.00
Bicycle Maintenance Station	1	ea	\$1,500.00	\$1,500.00
Relocate Bike Parking	1	ea	\$1,000.00	\$1,000.00
Wayfinding Signage	2	ea	\$500.00	\$1,000.00
<hr/>				
SUBTOTAL				\$104,615.00

CONTINGENCIES

10% Design and Engineering				\$10,461.50
10% General Conditions				\$10,461.50
10% Construction Contingency				\$10,461.50
<hr/>				
SUBTOTAL				\$135,999.50

**LANDSCAPING/ SITE RESTORATION**

Canopy Trees	10	ea	\$600.00	\$6,000.00
Rain Garden / Bioswales	158	sy	\$115.00	\$18,170.00
Seeding and Site Restoration	1	ls	\$5,000.00	\$5,000.00
				<hr/>
				\$29,170.00

**CONTINGENCIES**

<i>10% Design and Engineering</i>				\$2,917.00
<i>10% General Conditions</i>				\$2,917.00
<i>10% Construction Contingency</i>				\$2,917.00

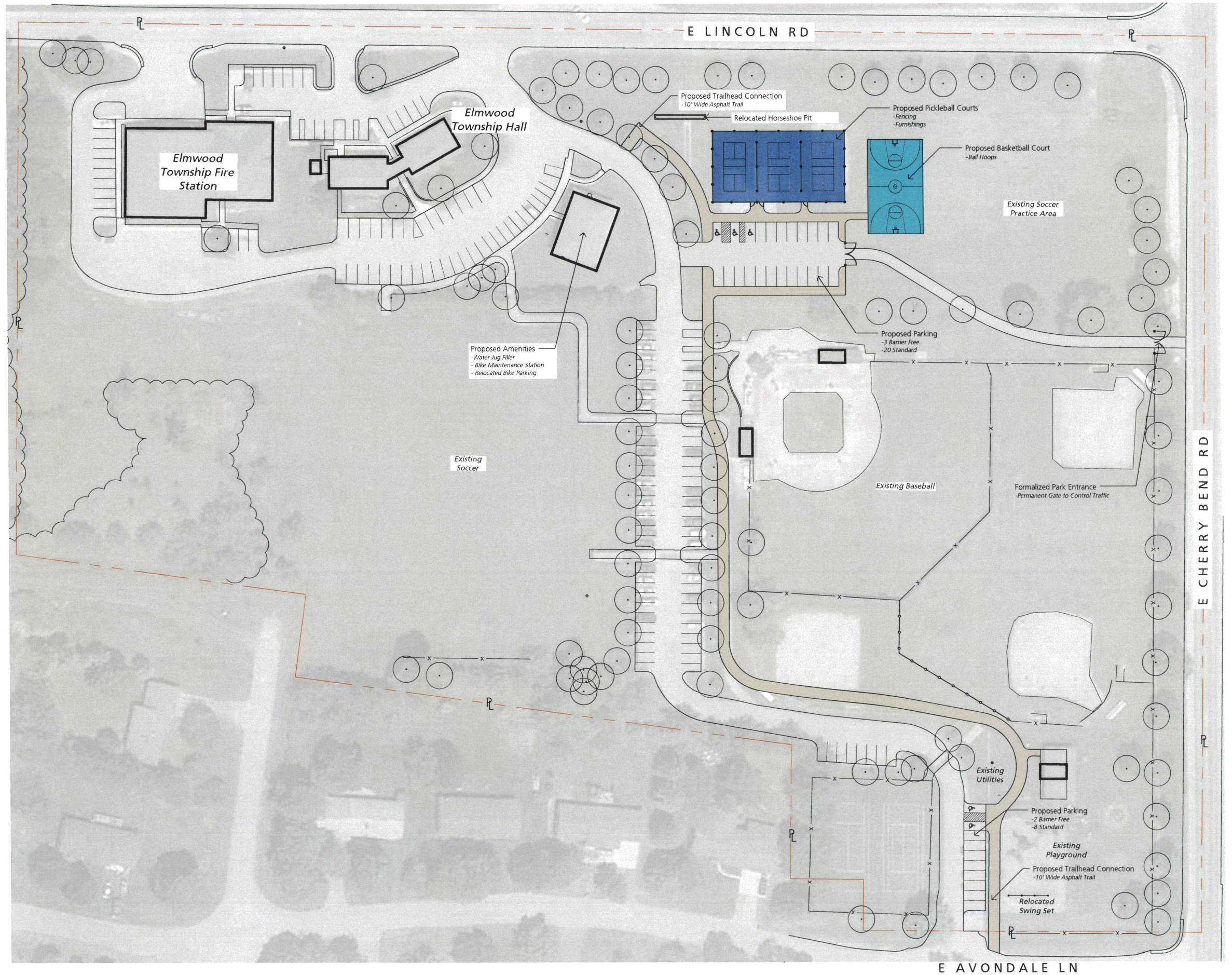
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SUBTOTAL				<b>\$37,921.00</b>
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TOTAL PROJECT COST				<b>\$602,030.65</b>
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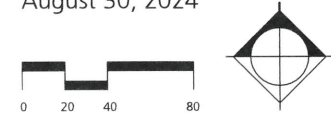




Elmwood Township  
Cherry Bend Park Pickleball & Site  
Improvements

# Concept Plan 2

August 30, 2024





Project/Grant				Grant Details										
Project	Grant Opportunity	Funder	Objectives/Applicable Categories	Eligibility	Amount	Eligible Expenses	Match	Process Details	Priority Projects	Notes	Contact	More info	Due Date	Award Date
ET - Cherry Bend Park Improvement	Natural Resources Trust Fund - Recreational Development	MDNR	Construction of public outdoor recreation projects, e.g., • Trails & trailheads • Canoe or kayak launches • Marinas and boat launches • Fishing piers • Picnic pavilions • Athletic fields & Pickleball • Playscapes • Campgrounds • Restrooms and bathhouses	• city, village, township, county • regional recreation authorities	15,000 to 400,000	Construction including engineering costs, permits	25% of project cost with higher matches earning points on scoring	must submit community recreation plan before grant app. Reimbursement grant	Trails Regionally Significant		Charamy Cleary clearyc1@michigan.gov	<a href="https://www.michigan.gov/recreation-grants">Recreation Grants (michigan.gov)</a>	04/01/25	Fall/Winter 2025
ET - Cherry Bend Park Improvement	Land and Water Conservation Fund	MDNR/NPS	Construction of public outdoor recreation projects, e.g., • Trails & trailheads • Canoe or kayak launches • Marinas and boat launches • Fishing piers • Picnic pavilions • Athletic fields & Pickleball • Playscapes • Campgrounds • Restrooms and bathhouses	• city, village, township, county • regional recreation authorities	30,000 to 500,000	Construction including engineering costs, permits	50% fixed	must submit community recreation plan before grant app. Reimbursement grant Add'l Info - SHPO, USFWS consultations	NA	Undersubscribed compared to TF and RP	Charamy Cleary clearyc1@michigan.gov	<a href="https://www.michigan.gov/recreation-grants">Recreation Grants (michigan.gov)</a>	04/01/25	Fall/Winter 2025
ET - Cherry Bend Park Improvement	Recreation Passport	MDNR	Construction of public outdoor recreation projects, e.g., • Trails & trailheads • Canoe or kayak launches • Marinas and boat launches • Fishing piers • Picnic pavilions • Athletic fields & Pickleball • Playscapes • Campgrounds • Restrooms and bathhouses	• city, village, township, county • regional recreation authorities	7,500 to 150,000	Construction including engineering costs, permits	25% of project cost with higher matches earning points on scoring	must submit community recreation plan before grant app. (or CIP) Reimbursement grant	NA		Charamy Cleary clearyc1@michigan.gov	<a href="https://www.michigan.gov/recreation-grants">Recreation Grants (michigan.gov)</a>	04/01/25	Fall/Winter 2025
ET - Cherry Bend Park Improvement	Transportation Alternatives Program	MDOT	Ped/Bike Facilities Safe Routes to School Historic Preservation Projects	county road commissions, cities, villages, regional transportation authorities, transit agencies, state and federal natural resource or public land agencies, nonprofits responsible for the administration of local transportation safety programs, and tribal governments	\$200,000 min no Max	Most (see RFP)	20% of project cost (higher matches encouraged)	• rolling applications • apply online at MDOT site • committee meets and decides every 4 mos.	NA	Won't fund items not related to transportation	Julie Dennis 517-256-6524 Dennis12@michigan.gov	<a href="https://www.michigan.gov/transportation-alternatives-program">Transportation Alternatives Program (TAP) (michigan.gov)</a>	rolling	varies
ET - Cherry Bend Park Improvement	Tribal 2 %	GTB	various	Local Units	varies							<a href="https://www.gtbindians.org/tribal-council-allocation-of-2-funds">Tribal Council Allocation of 2% Funds (gtbindians.org)</a>	May; Nov	
ET - Cherry Bend Park Improvement	Consumers Energy Foundation	Consumers Energy	Prosperity Initiatives	Usually awarded to non-profits in partnership with local unit	varies \$5K - 50K	most	varies	rolling; apply online		Most neighborhood projects in disadvantaged neighborhoods			rolling	



# Payment of Construction Invoices

**Connie Preston**

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**From:** Jeff Shaw  
**Sent:** Friday, September 27, 2024 10:02 AM  
**To:** Harbor Master  
**Cc:** Connie Preston  
**Subject:** RE: Important - Needed for October Meeting Agenda

We'll put it on the agenda in October.

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**From:** Harbor Master <harbormaster@elmwoodmi.gov>  
**Sent:** Thursday, September 26, 2024 9:32 AM  
**To:** Jeff Shaw <supervisor@elmwoodmi.gov>  
**Subject:** Important - Needed for October Meeting Agenda

Below is an excerpt from the minutes of the last construction update from 2 weeks ago...

#### Month End Billing Review

- Off cycle - none currently received.
- Ray addressed Chris' previous concern about timing on receipt, compilation and submission turn around to Ray, understanding the townships deadline is the Friday before the first Monday of each month, which is nearly impossible to turn around. Dan noted that he would talk with Jeff Shaw to see if special meetings could be made to make sure payments are made in a timely manner. Ray noted that Jeff should have board approval for all funding and shouldn't need to take each monthly billing before the board. Dan agreed to look into it.

The issue that they asked me to discuss with you is all about timing to insure payment to contractors without waiting for 60 days. As it is now, sub contractors must submit their invoices to Chris only days prior to end of month. By the time he turns them around and submits them to the township, the monthly township meeting will have occurred and thus the bills get pushed back 30 days before they are approved for payment. This is unacceptable to RCI and the sub contractors.

If we want to keep this project rolling and have any chance of completing it on time for next springs opening, we cannot afford timely payments to be reason for it being slowed down. As we have a quote for the project that was voted on and approved, I suggest that a motion be made as follows...

The Township Supervisor shall be permitted to approve and pay all disbursements to RCI for monthly invoices received in connection with the previously approved construction costs associated with the Phase 3 construction of Elmwood Township Marina. Any change orders that will cause the previously approved construction cost to increase will require the approval of the Township Board.

Jeff, if you can get this done, it will allow you to approve and pay the monthly bill within 48 hours of receipt regardless of when it is received.

Please let me know if this is acceptable so I can inform Chris.

Dan Jenuwine  
Elmwood Township Harbormaster  
[harbormaster@elmwoodmi.gov](mailto:harbormaster@elmwoodmi.gov)





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



Contact: Connie Preston  
231-946-0921 ph 231-946-9320 fx  
Renewal: December 1, 2024

2023: +7.7%  
2022: +7.3%  
2021: +4.2%  
2020: +3.5%



BASE PLAN	CURRENT	OPTION A (RENEWAL)	OPTION B	OPTION C
Annual In-Plan Deductible Single/Two +	85% HSA HMO \$1,500 / \$3,000	80% HSA HMO G16 \$1,600 / \$3,200	70% HSA HMO S22 \$2,200 / \$4,400	80% HSA HMO \$1,600 / \$3,200
% Coinsurance	15%	20%	30%	20%
Annual Out of Pocket Max Single/Two +	\$4,000 / \$8,000	\$4,000 / \$8,000	\$7,500 / \$15,000	\$4,500 / \$9,000
Accumulation/Reset Method	Plan Year	Plan Year	Plan Year	Calendar Year
SERVICES & COPAYS				
Primary/Specialist/Urgent Care	AD 15%	AD 20%	AD 30%	AD 20%
Labs/X-Rays	AD 15%	AD 20%	AD 30%	AD 20%
High Tech Imaging (MRI, CT, etc.)	AD 15%	AD 20%	AD 30%	AD 20%
Prescriptions	AD \$5 / \$30 / \$65 / \$85 / ≤20% ≤\$450	AD \$5 / \$35 / \$65 / \$85 / ≤20% ≤\$450	AD \$5 / \$35 / \$80 / \$125 / ≤20% ≤\$550	AD \$10 / \$30 / \$60 / \$85 / ≤20% ≤\$300
Hospital/Surgical	AD 15%	AD 20%	AD 30%	AD 20%
Ambulance/ER	AD 15%	AD 20%	AD 30%	AD 20%
Mental Health Visit	AD 15%	AD 20%	AD 30%	AD 20%
PT / Chiropractic	AD 15% Max 30	AD 20% Max 30	AD 30% Max 30	AD 50%
Medical Equipment/Prosthetics	AD 50%	AD 50%	AD 50%	AD 50%
DENTAL	0 / 20 / 50 / 50 (\$1,500 Annual Max)	0 / 20 / 50 / 50 (\$1,500 Annual Max)	0 / 20 / 50 / 50 (\$1,500 Annual Max)	0 / 20 / 50 / 50 (\$1,500 Annual Max)
VISION	12 / 12 / 12 \$5 / \$150 Allowance	12 / 12 / 12 \$5 / \$150 Allowance	12 / 12 / 12 \$5 / \$150 Allowance	BY 12 / 12 / 12 \$5 / \$10 \$130 Allowance
<b>Totals by Contract (Members)</b>				
1 Employee Only	\$359.05	\$391.18	\$340.07	\$658.52
2 Employee Only	\$314.10	\$350.25	\$304.49	\$320.99
3 Employee Only	\$899.13	\$966.66	\$840.36	\$543.43
4 Employee Only	\$639.88	\$718.55	\$624.67	\$658.52
5 Employee Only	\$861.07	\$951.19	\$826.91	\$871.73
6 Employee Only	\$611.41	\$687.94	\$598.06	\$630.47
Monthly Medical Premium (+10%)	\$3,684.64	\$4,065.77	\$3,534.56	\$3,683.66
8 Monthly Dental Premium (+2.7%) *	\$343.67	\$450.71	\$450.71	\$450.71
8 Monthly Vision Premium (0%) *	\$210.64	\$210.64	\$210.64	\$33.21
Monthly HSA Single Funding @ 100% of Single Deductible	\$750.00	\$800.00	\$1,100.00	\$800.00
Total Monthly Premium w / Funding	\$4,988.95	\$5,527.12	\$5,295.91	\$4,967.58
Annualized Premium	\$59,867.40	\$66,325.44	\$63,550.92	\$59,610.96
Annualized Difference from Current		\$6,458.04	\$3,683.52	(\$256.44)
Monthly Difference from Current		\$538.17	\$306.96	(\$21.37)
% Change from Current		10.8%	6.2%	-0.4%

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

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

2025 IRS HSA Max Contribution: \$4,300 / \$8,550

2024 IRS HSA Max Contribution: \$4,150 / \$8,300

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

Coverage Ends: Last Day of the Termination Month

Dependents: Covered through End of 26th Birthmonth

**AD: After Deductible**

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## MEMO

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**To:** John Divozzo, DPW Director                      **Re:** Summary Memo

**From:** Jennifer Graham, GFA                              **Date:** February 7, 2024

**Re Project:** 2023 Master Specification  
and Detail Updates

**Re Project No:** 23029

Attached for you review and approval are the 2023 Grand Traverse County Standard Specifications and Detail Drawings. The updates were performed by a collaborative effort among DPW staff, and local engineering, construction and sales / distribution companies. Also included in the revisions are the comments as received by Michigan Department of EGLE regulatory agencies whom permit the projects in Grand Traverse County. At the request of the Grand Traverse County Board of Public Works Members a summary of the updates that were incorporated in the documents is itemized below. Please note, this list is not fully comprehensive and only states those changes made applicable to material and/or constructability and not grammatical errors.

### Specifications

#### 1. Section 1 – General Requirements

- 1.02 - Included section related to contractor qualifications and experience
- 1.06 - Interference with Existing Water and/or Sewage Systems – changes to accommodate both water and sewer utilizes.
- 1.16 – Escrow for Telemetry Requirements – Removed the specific amount of upfront funds required and changed for amount to be determined by Grand Traverse DPW payable to the Township in advance of project initiation through an escrow. Also require all integration work to be completed by Township integrator.

#### 2. Section 3 – Project Close Out

- 3.02 – Operation and Maintenance Data - Changed required submittals to two paper copies and one flash drive copy, instead of CD.
- 3.04.C – Closeout Documents – Changed “Easement Descriptions” to “Recorded Easements” and added document criteria requirements for acceptance of recorded easement.
- 3.04. C.12. - Record Drawings – Added requirement for multiphase projects to submit record drawings at the end of each phase and a final complete set of all phases to Township. Also included criteria including size, orientation, text to ensure more uniformity of plans.

#### 3. Section 4 – Excavating, Trenching and Backfilling

- 4.03.D – Dewatering- Added requirements for Contractor to obtain all permits under Part 327 for water withdrawal.
- 4.03.M – Boring & Jacking – Added requirement of contractor to comply with all State, local, or County Road Engineering Departments.

#### 4. Section 5 – Concrete Work

- 5.01 – Scope of Work – Added “foundations, ballasts,” to items included list.
- 5.03. A. - Product – Added responsibility of Contractor to verify soil conditions and demonstrate adequate sized ballasts are provided at no additional costs to the project.
- 5.03. B. – Concrete Quality – Increased minimum comprehensive strength from 3000 psi to 4000 psi.

#### 5. Section 6 – Sanitary Sewer

- 6.03.E – Horizontal and Vertical Separation – Changed state regulatory department reference from DEQ to EGLE.
- 6.03.J.3. – Televising Inspection – Removed “CDs” and added “finished videos shall be turned over to the Township Engineer on a flash drive or CD”.

#### 6. Section 7 – Sanitary Sewer Appurtenances

- 7.02.A.1 – Water Stops - Require Manhole Waterstops to meet ASTM C923 (Resilient Connections Between Reinforced Concrete Manhole Structures). Added requirement for joint to be flexible and watertight.
- 7.02.A.3. – Manhole Steps - Added requirement for alignment over opening for ease of access.
- 7.03.B. - Manholes and Precast Structures – Change Pre-cast O-ring sections to be joined utilizing butyl sealant strips instead of lubricant.
- 7.03.H. – Sewer Wyes & Leads – Deleted any specific measurements for placement outside of building limit, installation to an undeveloped parcel and post requirements for underground purposes.

#### 7. Section 8 – Force Mains

- 8.01 – Scope of Work – update Michigan regulatory department reference to EGLE
- 8.02. A. – Pipe Materials – Added alternative material may be allowed on a case by case situation subject to Township approval.
- 8.02.A.2. – PVC – removed requirement for PVC to be used on only 3” or smaller diameter pipes.
- 8.02.C.2. – Plug Valves – removed entire section and updated to reflect a standard ductile iron plug valve rated for 175 psi, that complies with ASTM A126, with ANSI class 125 flanges, to be valmatic, cam-centric, or engineer approved equal.
- 8.02.C.3. – Ball Valves – Added section on Ball valve requirements to minimize turbulence and pressure loss and utilized as isolation valves in meter / bypass chambers.
- 8.02.C.4. – Check Valves – removed entire section and updated to reflect AWWA C508 Resilient Hinge Swing Check Valves, that have an ASTM A536 ductile iron body with a minimum non-shock W.O.G. working pressure of 250 psi.
- 8.03 – Installation of Pipe and Fittings for Force Main – Added “PVC or HDPE” to section requiring tracer wire to be installed with force main.
- 8.07 – Painting – Added “with color selection by DPW”
- 8.09 – Excavation, Trenching, and Backfilling – added reference to Section 4.
- 8.10 – Open Cut – Changed warning label to refer to force mains, instead of water mains.

#### 8. Section 9 – Water Mains and Appurtenances

- 9.01 – Scope of Work – update Michigan regulatory department reference to EGLE
- 9.02.A. – Pipe & Fittings for Open Cut – Remove “Engineer” after “Township” for approval of alternative water main materials.

- 9.02.F.5 – Fire Hydrants –Require hydrant nozzle to be located above finish grade and not breakaway flange. Amended hydrant style for Peninsula Twp Fire Dept Requirements
- 9.02.G. – Water Service Connections – Move service saddle specifications for services larger than 1” from *Service Line Pipe and Fittings* down to *Water Service Saddles* and remove saddle requirements from section.
- 9.02.G.3. – Curb Stops – add Mueller B44 as model type
- 9.02.G.4. – Curb Boxes – Updated to include type and style of curb boxes accepted, materials, and lid to have a pentagon plug, and furnished with operating rod and cotter pin.
- 9.02.G.5. – Water Service Saddles – See 9.02.G. above.
- 9.05 – Connection to Existing Water Mains – Added “and DPW” after “Township Engineer” to witness the installation.
- 9.07.B. – Flushing of Mains – Removed “Prior to pigging and flushing the watermain must be charged with water.”
- 9.07.D. – Disinfecting Water Mains – Added requirements for all materials to comply with NSF, safe drinking water components.
- 9.07.D.b. – Disinfecting Water Mains –Remove referenced sampling procedure requirements and added “Sampling shall be tested compliant with current Traverse City Water Department procedures”.
- 9.07.D.b. – Disinfecting Water Mains – Remove “on the membrane filter” from Note because membrane filter is not always method utilized.
- 9.13. – Blowoff – Added “Hydrants shall be utilized for this purpose in lieu of blow-offs to extent possible.” In order to prevent unnecessary blow-off installation.
- 9.15 – Painting – Added requirements for piping to be painted prior to operating the system and color selection to be completed by DPW, added paint primer and coater materials acceptable.
- 9.16 – Fire Hydrant Signs – Replaced “Fire Department” with “GTC DPW” to receive signs and posts.
- 9.17 – Water Main Valves – Removed “Valve marking post are available to be picked up at the Township Water Department for a nominal fee” as it is not necessary with 9.16 change.

#### 9. Section 12 – Submersible Sewage Pumping Station

- 12.03 – Submersible Sewage Flows – Added sentence requiring furnished pumps to “meet existing and future pumping conditions indicated with the same impellor if possible” otherwise must be able to accommodate larger impeller.
- 12.03.I. – Motor – Added Class H insulation type (withstands temperatures of 180°C).
- 12.04.C. – Interior Waterproofing – Removed first paragraph. Added “The interior surfaces shall be thoroughly covered with Tnemec Permaglaze 435, Ravencoat or approved equal. Application shall be compliant with manufacturers recommendation and surface thoroughly cleaned before.
- If any leaks in the wet well walls are detected twenty-four (24) hours after application of the first coat of the waterproofing system, they shall be sealed by application of a quick-set sealer. This sealer shall be a mixture of Portland Cement - Type One and "Ipanex R", "Waterplug" or equal. The quick-set sealer shall be applied in accordance with the manufacturer's directions. After the patched areas dry, they shall be covered with another coat of the waterproofing and allowed to dry. If any leaks are apparent after that time, the Contractor shall repatch them. The above steps shall be repeated until all leaks are sealed.
- 12.04.F. – Hatch Covers – Added section for requirements on wet well hatch covers. “The Wet well shall be equipped with a new concrete lid and compartment access covers and frames shall be load rated 300 pounds per sq. foot and shall be of aluminum tread plate construction with a minimum sized opening of 30" X 30". Contractor shall confirm and coordinate size with pump manufacture as size shall be adequate to accommodate pump removal. The cover shall be a single hinged door with stainless steel hardware and shall

include a hold open device when the covers are in the raised position (90 degree locking position). Hatches shall be equipped with aluminum lift handle and 316 grade stainless steel slam lock with keyway (compatible with DPW).”

- 12.05.A.1. – Cast Iron Fittings – removed entire section to eliminate the use of cast iron fittings.
- 12.05.A.2. – Changed to Stainless Steel Pipe instead of galvanized and updated ASTM specification to A304.
- 12.05.B.1. – Removed “cast iron or” from “Cast Iron or Ductile Iron Piping, Valves and Fittings” to eliminate the use of cast iron pipes and appurtenances.
- 12.06.A. – Sewage Flow Meter – replaced “ultrasonic” with “inline” flow measuring devices. Added “Adequate cable shall be provided for termination between wetwell, valve vault, and control panel”.
- 12.06.B.1. – Transducer – Changed approved manufacturer to Wika LS-10 and added “the transducer must be suitable for use in NEC, Class 1, Division 1 locations and be UL listed. Adequate cable shall be provided for termination between wetwell, valve vault, and control panel”.
- 12.06.C. – Mercury Float Switch – Added “Adequate cable shall be provided for termination between wetwell, valve vault, and control panel”.
- 12.07.A.3.a. – Control Panel – Added “or Allen Bradley Variable Frequency Drive” in addition to a magnetic starter being included in the control panel. Added “\*Pump station equipped with Variable Frequency Drives shall include bypass starters for stations that experience flows greater than 100,000 gallons per day (average). Stations less than do not require bypass starters” to the end of the section.
- 12.07.A.4.a. – Alarm Contacts for Rapid Telemetry (or Alarm Monitoring) and Exterior Alarm Light – Removed the required dry contacts to be provided and added the following: Power Failure, High Level, Low Level, Communications Failure, Pump 1 Mechanical Fault, Pump 2 Mechanical Fault, Pump 1 Seal Failure, Pump 2 Seal Failure, Pump 1 VFD Fault, Pump 2 VFD Fault, Lag Pump Running, System Fault, Low Flow Alarm
- 12.07.A.6. - Telemetry Equipment – Added “through an escrow policy as stated in Section 3” to end of first sentence and added “Contractor shall be responsible for supply, calibration and installation including 4-20ma wiring/conduit to proposed control panel. To provide the Integrator power and work with SCADA, the contact closures provided must have 120 VAC available or shall be directly fed into by an external power source” to the end of the paragraph.
- 12.08 – Painting – Added requirements for pipe, valves, bolts, any exposed portions of sewer/forcemain inside manholes or valve vaults to be painted prior to operating the system and color selection to be completed by DPW, added paint primer and coater materials acceptable.

#### 10. Section 13 – Replacement and Cleanup

- 13.02.B. – Bituminous Patching – Changed patch method “4EL” to be utilized for bituminous patching.
- 13.02.D. - Concrete Pavement, Sidewalks, and Driveways – changed 28-day strength from “3,000” to “4,000” pounds per square inch.

#### Details

1. Added 2022 to each drawing.
2. Sewer:

- Removed Submersible Pump Station Details #15, 16, 17, & 18
- Updates to Pump Station Detail to include clarification notes, addition of suction piping, all stainless steel, removal of ultrasonic to level transducer, and miscellaneous
- Added Force Main Discharge Manhole Detail #15
- Added Force Main Meter Vault Section (3” and Larger) Detail #16

- Added Force Main Meter Vault Plan (3" and Larger) Detail #17
  - Added Force Main Meter Vault Notes Detail #18
3. Water:
- Added Water Meter Vault Section (3" and Larger) Detail #33
  - Added Water Meter Vault Plan (3" and Larger) Detail #34

#### Design Guidelines – Sewer SUP

1. Replaced references to DEQ with EGLE
2. Section 1. Added "Any sanitary sewer which services two or more separate buildings or dwellings SHALL be deemed public sanitary sewer unless approved by the Township to be considered private and future extension of the system will not be required by the Township"
3. Section 2. Added "All sanitary sewage that discharge into the Township system must adhere to the City of Traverse City Sewer Ordinance, Chapter 1043 Inflow and Infiltration".
4. Section 5. – Pumping Systems
  - Removed "ultrasonic" and replaced with "submersible" for level measuring devices. Removed the list of dry contacts to be provided and added "The pumps and controls should be selected to operate at varying delivery rates. Such stations should be designed to deliver as uniform a flow as practicable in order to minimize hydraulic surges. The station design capacity shall be based on the peak hourly flow for the service area accounting for 20 year planning period as decided by the Township. Flows shall be adequate to maintain a minimum velocity of 2 feet per second (0.6 m/s) in the force main".
  - Removed "An emergency power supply connection receptacle for pumping stations shall be required".
  - Removed Spare Parts and Operation & Maintenance Manual requirements
  - Added "The pumping station shall be readily accessible by maintenance vehicles during all weather conditions. The facility should be designed to accommodate a location off the traffic way of streets and alleys with an access drive. Security fencing and/or bollards may be provided as required by the Township".
  - Added "Wetwell and valve / meter structures shall be waterproofed and leak tested".
5. Section 8 – Plans
  - Section 8.A. Changed required plans from 7 to 2 sets to be submitted to Township and GTC DPW for review. Added "Four (4) copies including PDF of the final approved plans and specifications shall be provided at such time" to end of section.
  - Section 8.B. Added "The plans shall be prepared in black in white color and each sheet shall be orientated so that north is facing upward".
  - Removed "Manholes shall be numbered on plans and profile according to Township system, and Added "Existing manholes shall be numbered on plans and profile according to Township systems".
  - Added "Proposed manholes shall be numbered on the plans and profile. Numbers shall be obtained from the Township Engineer".
6. Section 9 – Alterations to Existing Systems
  - Section 9.A. Added "All service connections into manholes shall be made utilizing a wye and lead per the technical specifications and details. Direct connection to a sanitary manhole will not be allowed unless provided approval from the Grand Traverse County DPW".

#### Design Guidelines – Water SUP

1. Replaced references to DEQ with EGLE
2. Section 1 – General

- Added “Any water main which services two or more separate buildings or dwellings MAY be deemed public water main unless approved by the Township to be considered private and future extension of the system will not be required by the Township”.
  - Added “All water main shall be designed in accordance with current Township and standard technical specifications, EGLE requirements, Ten State Standards, and good engineering practice for this region”.
3. Moved Section 2 – Record Drawings to Section 5
  4. New Section 2 – General Design Requirements –
    - Added “Dead ends shall be minimized by making appropriate looping and connections whenever practical, in order to provide increased reliability of service and reduce head loss as required by the Township”.
    - Section 2. E. added “In addition, hydrants shall be strategically located at high points and dead ends in the main to provide a means for air relief and blow-off in the system” to the end of the paragraph.
    - Section 2. H. added “hydrant and/or” before blow off assembly.
  5. Section 3 – Plans
    - Section 3.A Changed required plans from 7 to 2 sets to be submitted to Township and GTC DPW for review. Added “Four (4) copies including PDF of the final approved plans and specifications shall be provided at such time” to end of section.
    - Section 3.B – Added “Proposed hydrants and valves shall be numbered on the plans and profiles. Numbers shall be obtained from the Township Engineer”.
    - Section 3.B. Added elevations to be based on USGS or NGVD datum instead of NAVD88.
    - Section 3.B. Added valves, hydrants, finish grade and depth of cover to profile view requirements.
    - Section 3.B. Added “The plans shall be prepared in black in white color and each sheet shall be orientated so that north is facing upward”.
  6. Section 4 – Existing Systems
    - Added entire section to outline requirements for alterations to public water system and approval of existing systems as public water main systems.
  7. Section 5 – Section 2 – Record Drawings was moved here. Additional clarifications added to ensure more uniformity in submission and consistency.
  8. Appendix was updated to included Letter of Guarantee Template

# Specifications with Revisions ON



SPECIAL TRUNKLINE  
NON-ACT-51  
ADDED WORK

DA  
Control Section RSTD 28041  
Job Number 204066CON  
Fed Project # 24A0890  
Contract 24-5345

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CHARTER TOWNSHIP OF ELMWOOD, LEELANAU COUNTY MICHIGAN, hereinafter referred to as the "TOWNSHIP"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-72/M-22, within the limits of the TOWNSHIP.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning roadway reconstruction and realignment work along Highway M-72/M-22 from west of Highway US-31 (Division Street) to Cherry Bend Road; and

WHEREAS, the TOWNSHIP has requested that the DEPARTMENT perform additional work for and on behalf of the TOWNSHIP in connection with the Highway M-72/M-22 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Sidewalk and shared use path construction work along Highway M-72/M-22 from the south TOWNSHIP limits northerly to Cherry Bend Road, including bike rack, bench, and trash receptacle installation work; together with necessary related work, located within the limits of the TOWNSHIP; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The DEPARTMENT will construct the PROJECT at no cost to the TOWNSHIP.
2. Upon completion of the PROJECT, the TOWNSHIP shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the TOWNSHIP shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and

its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction at no cost to the DEPARTMENT.

3. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the TOWNSHIP. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the TOWNSHIP of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

4. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

5. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the TOWNSHIP and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the TOWNSHIP, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CHARTER TOWNSHIP  
OF ELMWOOD

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
*for* Department Director MDOT

By \_\_\_\_\_  
Title: \_\_\_\_\_



**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

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8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B  
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

#### Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



**CHARTER TOWNSHIP OF ELMWOOD  
LEELANAU COUNTY  
RESOLUTION 13 OF 2024**

The following resolution was offered by Trustee \_\_\_\_\_ and seconded by \_\_\_\_\_:

BE IT RESOLVED THAT  
CONTRACT No. 24-5345, Control Section RSTD 28041, Job Number 204066CON  
by and between the \_\_\_\_\_

MICHIGAN DEPARTMENT OF TRANSPORTATION  
and the  
CHARTER TOWNSHIP OF ELMWOOD  
is hereby accepted.

The following official is authorized to sign the said contract: Jeff Shaw, Supervisor

Upon a roll call vote, the following voted:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED**

\_\_\_\_\_  
Jeff Shaw, Supervisor

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the Charter Township of Elmwood Board on the 8<sup>th</sup> day of October, 2024.

Signed \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF ELMWOOD  
RESOLUTION #14 OF 2024  
BUDGET AMENDMENT RESOLUTION

At a regular meeting of the Board of the Charter Township of Elmwood, held in the Township Hall located at 10090 E. Lincoln Rd. Traverse City Michigan, on the 8<sup>th</sup> day of October, 2024 there were

PRESENT:

EXCUSED:

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

WHEREAS, a budget was adopted on December 11, 2023 to govern the receipts and expenditures of various Township funds for the next fiscal year of the Township, and

WHEREAS, as a result of unanticipated cost, it is necessary to modify the aforesaid budget and

NOW THEREFORE BE IT RESOLVED, that the aforesaid budget be modified as follows:

Increase the following line item:

Increase line 101-101-802, engineering, by \$110,000.00 to a total of \$115,000.00

\$107,000.00 to come from ARPA Funds

\$3000.00 from the fund balance of the General Fund

Upon a roll call vote, the following voted:

YES:

NO:

RESOLUTION DECLARED ADOPTED

\_\_\_\_\_  
Jeff Shaw, Supervisor

I, the undersigned, the Clerk of the Charter Township of Elmwood, Leelanau County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said municipality at its regular meeting held on October 8, 2024 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: October 9, 2024

\_\_\_\_\_  
Connie Preston, Clerk

**INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR**

PRELIMINARY

Date: 10/02/2024

Time: 3:51 pm

Page: 1

ELMWOOD TOWNSHIP

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
THE ACCUMED GROUP	A026	C-1464 BILLING SERVICES	0	00/00/0000	<b>1,077.49</b>
				Vendor Total:	<b>1,077.49</b>
ACE HARDWARE	A020	CUST#23467	0	00/00/0000	<b>2.36</b>
				Vendor Total:	<b>2.36</b>
AUTO WARES GROUP	A128	ACCT35006700 CHARGER/JUMP STAR	0	00/00/0000	<b>522.18</b>
				Vendor Total:	<b>522.18</b>
ENVIRONMENT ARCHITECTS	E083	MARINA	0	00/00/0000	<b>4,850.00</b>
				Vendor Total:	<b>4,850.00</b>
GRAND TRAVERSE COUNTY	G200	ID 100040 ELMWOOD SEWER	0	00/00/0000	<b>47,441.84</b>
				Vendor Total:	<b>47,441.84</b>
GRAND TRAVERSE REFRIGERATI	G061	FISH FREEZER REPAIR	0	00/00/0000	<b>314.00</b>
				Vendor Total:	<b>314.00</b>
HOMETOWN LAWN SERVICE	H024	GHP	0	00/00/0000	<b>1,995.00</b>
				Vendor Total:	<b>1,995.00</b>
INTEGRITY BUSINESS SOLUTIONS	I047	STAMP	0	00/00/0000	<b>15.59</b>
				Vendor Total:	<b>15.59</b>
JOHN E. GREEN COMPANY	J031	DRINKING FOUNTAIN REPAIRS	0	00/00/0000	<b>1,250.00</b>
				Vendor Total:	<b>1,250.00</b>
LEELANAU COUNTY TREASURER	L060	ADMIN FEE ADJ	0	00/00/0000	<b>14.31</b>
				Vendor Total:	<b>14.31</b>
NETLINK	M185	MONTHLY SERVICES	0	00/00/0000	<b>243.00</b>
				Vendor Total:	<b>243.00</b>
PRINTING SYSTEMS INC.	P045	BALLOT ENVELOPES	0	00/00/0000	<b>551.60</b>
				Vendor Total:	<b>551.60</b>
RCI RICHTER CONTRUCTION, INC	R038	MARINA PHASE III	0	00/00/0000	<b>51,480.00</b>
				Vendor Total:	<b>51,480.00</b>
SMITH & JOHNSON, ATTORNEYS,	S034	SETTLEMENT ENFORCEMENT	0	00/00/0000	<b>745.00</b>
				Vendor Total:	<b>745.00</b>
JEAN SNOOK	S150	MILEAGE	0	00/00/0000	<b>12.73</b>
				Vendor Total:	<b>12.73</b>
TRAVERSE CITY LIGHT & POWER	C093	ACCT#00174230-5	0	00/00/0000	<b>25.70</b>
				Vendor Total:	<b>25.70</b>
VERIZON WIRELESS	V014	ACCT#682962913-00001	0	00/00/0000	<b>40.01</b>
				Vendor Total:	<b>40.01</b>
VISIBLE DIFFERENCE BLDG. MAIN	V002		0	00/00/0000	<b>480.00</b>
				Vendor Total:	<b>480.00</b>
WADE TRIM	W107	MARINA PHASE III	0	00/00/0000	<b>83,667.05</b>
				Vendor Total:	<b>83,667.05</b>
WELLS FARGO VENDOR FINANCIA	W027	CONTRACT 450-0093930-000	0	00/00/0000	<b>90.71</b>
				Vendor Total:	<b>90.71</b>
				Grand Total:	<b>194,818.57</b>
				Less Credit Memos:	<b>0.00</b>
				Net Total:	<b>194,818.57</b>
				Less Hand Check Total:	<b>0.00</b>
				Outstanding Invoice Total :	<b>194,818.57</b>
	<b>Total Invoices:</b>	<b>32</b>			