

AGENDA
HAYES TOWNSHIP BOARD OF TRUSTEES

Special Meeting

April 8, 2025 6:00pm

Hayes Township Hall

9195 Major Douglas Sloan Road

Charlevoix, Michigan 49720

<https://us02web.zoom.us/j/88001640434?pwd=QkdkY3AzN1dmKzZpajZQNEkwMkZ5dz09>

Meeting ID: 880 0164 0434

Passcode: 251468

+1 312 626 6799 US (Chicago)

1. Call to Order
2. Review and Approval of Agenda
3. Public Comment
4. Hayes Township Emergency Storm Clean-up
5. Emergency Assistance Committee Discussion
6. Public Comment
7. Board of Trustee Comment

ADJOURN MEETING



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1490 M-75 SOUTH
BOYNE CITY**

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CALL US WITH ANY QUESTIONS 231- 373-8195



Office of the Sheriff

Charlevoix County

Charles Vondra, Sheriff

Nathan Kaminski, Undersheriff
Lt. Benjamin Owens, Jail Administrator



NEWS RELEASE

APRIL 7, 2025

Sheriff Charles Vondra and Emergency Manager Sienna Wenz from the Charlevoix County Sheriff's Office would like to update you on the status of this storm:

The number of citizens without power in Charlevoix County has decreased by a couple thousand since Friday. As of today, there are zero Consumer's Energy customers and 1,077 Great Lakes Energy customers without power.

Yesterday, a barge was able to transport utility vehicles, supplies, and water over to Beaver Island. Restoration efforts have already begun, and power is being returned. We expect the National Guard will be available for Beaver Island soon to help our Road Commission with restoration and road clearing.

Our office continues to send food to Beaver Island and other areas needing resources. Should you or someone you know need anything or if you have any concerns, please contact 2-1-1 so they can help find you those resources. If you are looking to volunteer or help in some capacity you can call 2-1-1 to learn of volunteer opportunities through the Michigan Community Service Commission.

We are asking anyone in Charlevoix County to participate in a self-reporting survey. This allows information to be compiled and become reportable to FEMA for potential funding reimbursements associated with this storm. Please go to this link to take the survey:

<https://survey123.arcgis.com/share/6e1d8996f0704b9fab5395eed63a65e>

There are two debris drop-off locations available: Northern Michigan Hardwoods 5151 Manthei Rd. Petoskey, MI 49770 and Northern Forestry Products 53 Thumb Lake Rd. Vanderbilt, MI 49795. These locations are open free of charge from 8am to 5pm. Note, they are only taking storm/tree debris, not household debris.

The windy weather today has the potential to bring more trees and powerlines down. Please be cautious and aware of your surroundings. As mentioned in previous news releases, please do not remove trees from the roads or rights-of-way due to the danger of these power lines and trees that are unstable. Do not place storm debris on the right-of-way, it is illegal to do so.

Seasonal weight restrictions within Charlevoix County have not been lifted and remain in place unless authorized by the Charlevoix Co. Road Commission.

We have three warming shelters available: Peaine Township on Beaver Island, St. Matthew's Catholic Church in Boyne City and Lighthouse Missionary Church in East Jordan. Reminder, these shelters cannot accommodate any pets.

1000 Grant St. Charlevoix, MI 49720
Phone #: 231-547-4461 Fax #: 231-547-6720

Urgent: Charlevoix County Updates

Tree Debris Disposal Sites

April 7th, 2025 – Charlevoix County Emergency Management and the Charlevoix County Road Commission would like to inform Charlevoix County residents that assistance is available for the disposal of vegetative material following recent weather events at no cost. Starting immediately, citizens are encouraged to bring their vegetative debris to either of the following locations, where it will be chipped for proper disposal:

Northern Forestry Products- 53 Thumb Lake Rd Vanderbilt, MI
- 5:00am – 5:00pm
Northern Michigan Hardwoods-5151 Manthei Rd, Petoskey, MI, MI
- 8:00am – 5:00pm

Important Details:

- What can be accepted? Only forestry vegetative material (e.g., trees, branches, etc.) will be accepted. Processed Woodchips will also be accepted. Other materials such as trash, construction debris, or non-forestry vegetative waste, will not be processed. Vegetative material collected from any property in Charlevoix County will be accepted (e.g., land owner/citizen/contractor.)

This effort is being made to support our community in the safe and efficient management of debris caused by the recent events. Residents are reminded to only bring forestry-related vegetative material to ensure proper processing.

We thank the community for their support, cooperation and patience during this time.

Northern Forestry Products- 53 Thumb Lake Rd Vanderbilt, MI
5:00am – 5:00pm

HAYES TOWNSHIP

MINOR PARTICIPANT WAIVER AND RELEASE OF LIABILITY

Participant's Name

Date of Birth

Address

City, State, Zip

Phone

In consideration of the opportunity to participate as a volunteer for _____
("Event"), held by Hayes Township (Township), which registration process requires me to
accept this agreement, I hereby agree to the following Waiver and Release of Liability of
Township (Agreement) on behalf of myself and/or my minor child or ward:

1. Waiver and Release of Liability: My (my child's) participation in the Event is voluntary and subjects me and or my child to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my or my child's property (collectively, Risks). Accordingly, I agree to the following:

- a. I hereby release and hold harmless Township, its officials, officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, any attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.
- b. I recognize the physical exertion involved in the event and attest and certify that I am, or my child is, physically fit to participate safely, and I have not been advised otherwise by a health care professional.
- c. As between each of the Releasees, me and my child, I will be solely responsible for any and all medical and related bills that I or my child may incur because of any injury, as well as costs related to loss or damage to my or my child's property, that may be sustained as a result of participation in the Event, including those sustained on the

premises where the Event is conducted and while traveling to and from such premises, regardless of the location or mode of transportation.

d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate or my child.

2. General Provisions:

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Traverse City, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.

Dated: _____

Individually and as parent

or guardian for _____

HAYES TOWNSHIP

VOLUNTEER WAIVER AND RELEASE OF LIABILITY

I, _____ (the "Volunteer"), in consideration of the opportunity to participate as a volunteer for _____ ("Event") held by Hayes Township (the "Township"), whose registration process requires me to accept this agreement, I hereby agree to the following Waiver and Release of Liability ("Agreement"):

1. Waiver and Release of Liability: My participation in the Event is voluntary and may subject me to the possibility of physical injury, which could be minimal, serious, and/or result in death, and loss of or damage to my property (collectively, "Risks"). Accordingly, I agree to the following:

a. I hereby release and hold harmless the Township, its officers, directors, employees, agents, volunteers, and contractors (collectively, "Releasees") from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks, including those caused by the negligent acts or omissions of any or all of the Releasees.

b. I recognize the possible physical exertion involved in the Event and attest and certify that I am physically fit to volunteer safely, and I have not been advised otherwise by a health care professional.

c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Event, including those sustained on the premises where the Event is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.

d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a claim that falls under section 1.a of this Agreement on my behalf or on behalf of my estate.

2. General Provisions:

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Grand Traverse County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

Please initial the following after reading the Agreement in full:

_____ I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.

_____ I warrant that I am at least eighteen years of age.

VOLUNTEER

Printed Name: _____

Signature: _____

Date: _____

Hayes Township Brush Removal 2025

Date 4/8/2025

Customer Matt Cunningham | 09195 Major Douglas Rd | Charlevoix, MI 49720

Property Hayes Township | 09195 Major Douglas Rd | Charlevoix, MI 49720

Dear Mr. Cunningham,

Landscape Logic is pleased to submit this proposal for Hayes Township. I have itemized the proposal according to the specific tasks and work items we discussed.

Hayes Township Brush Removal 2025

Brush Removal

Removal and chipping of brush\debris piles that are placed along roads within Hayes Township and that are placed along residences properties. No brush\debris will removed along county roads that will be taken care by Charlevoix County Road Commision. Work includes a truck to haul wood chips and a chipper. All wood chips will be disposed of at designated locations directed by the Hayes Township officials. We have estimated that this will take (3) working weeks crew or 2/men (15) days to complete. Township will be charged an additional daily fee of \$ 2,597.00 per day, to be approved in advance for additional time if necessary.

Brush Removal: \$37,996.03

PROJECT TOTAL: \$37,996.03

Terms & Conditions

Please notify us of your intentions as soon as possible to be scheduled for construction. This proposal is valid for thirty days. Landscape Logic is a fully insured company.

Terms: 50% down payment to begin the work, with the remaining balance due upon completion. By signing this proposal you are agreeing to the Landscape Logic Terms and Conditions that accompany this proposal.

Respectfully submitted,

Landscape Logic Terms and Conditions

- Landscape Logic hereby proposes to furnish the materials and provide the labor as stated in the proposal provided.
- Landscape Logic will call "Miss Dig" (Michigan's Underground Utility Locating Service) before work is to begin. "Miss Dig" requires 3 working days in advance for completing the marking of the utilities. Landscape Logic is not responsible for damage to any utilities not located by "Miss Dig." These utilities may include but are not limited to, propane lines, gas grill lines, satellite cable TV, septic systems, underground dog fencing, drain tiles, electric lines between other structures on the property, or any other unmarked lines.
- Landscape Logic will install hardscapes to industry standards and guarantees all hardscapes and workmanship performed to install said hardscapes for three years from date of installation.
- Owner assumes the responsibility for locating property lines and boundaries. Any changes to the proposed landscaping due to inaccurate property boundaries will be subject to additional costs.
- Plant material, with the exception of annuals, is guaranteed for one full year from date of planting for normal plant growth. Warranty includes one-time replacement of trees and shrubs with the owner being responsible for labor for the plant replacements.
- Transplanted trees, shrubs, divisions and transplanted or divided perennials are not covered under warranty.
- Warranty of plant materials is not covered due to loss of power to irrigation system, not having an operable irrigation system, animal damage, chemical spills, an overwhelming, unpreventable event caused exclusively by forces of nature. Also, in order for the plant warranty to be valid there will need to be approved winter protection in place for the plants deemed necessary by Landscape Logic.
- Warranty issues for materials will be handled by Landscape Logic on behalf of the client.
- Any changes, alterations, or deviations from the original contract\proposal\estimate will be subject to additional costs at current labor rates for said work.
- The property owner\client will assume the responsibility of costs for any scope of work needed to correct or modify any issues that may surface during the construction process. These may include subsurface water drainage issues, unstable\unsuitable or contaminated soils or an overwhelming, unpreventable event caused exclusively by forces of nature during the construction process.
- Acts of God are not covered under this warranty.
- Client must have account paid in full and in good standing for these warranties to be valid

Seawall Warranty

- Seawall construction warranty includes structural integrity under existing conditions under normal weather conditions and current water levels, as of the date of proposal submittal, per USACE weekly reported water levels. The warranty does not cover winter ice damage or other uncontrollable, unpreventable events caused by forces of nature and/or 'acts of God'.
- The warranty is valid for two years from the completion date of installation.
- Client must have account paid in full for these warranties to be valid.
- A delay in the acceptance of the proposal, or a time-lapse due to permit issuance, may cause the necessity for the proposal and warranty to be restructured to accommodate current conditions.
- Landscape Logic will communicate to the client any necessary changes to the seawall and/or additional costs due to altered current conditions, including warranty implications prior to

HAYES TOWNSHIP BOARD OF TRUSTEES MEETING

Meeting Date: April 8th, 2025

Location:

Hayes Township Hall

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