

AGENDA
HAYES TOWNSHIP BOARD OF TRUSTEES

April 14, 2025 7:00pm

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. Pledge of Allegiance
3. Review and Approval of Agenda
4. Public Comments
5. Approval of Meeting Minutes: March 10th, 2025 BOT Regular Meeting and April 8th, 2025 Special Meeting Minutes
6. Treasurers Report
7. Clerks Report: Approval of Warrants
8. Reports: County Commissioner, Zoning Administrator, Planning Commission, Zoning Board of Appeals, Parks and Recreation, Trustee's, and Supervisor Reports.

NEW BUSINESS

9. Charlevoix County Road Commission Engineers Estimate (Burnett Rd)
10. TextMyGov Proposal
11. Deputy Supervisor
12. Hayes Township Park Drainage Bid Proposals
13. 2025 Ice Storm Debris Clean-Up
14. Public Comment
15. Board of Trustee Comment

ADJOURN MEETING

Public Comment at Meetings of the Hayes Township Board of Trustees

The Hayes Township Board of Trustees values public input and offers two opportunities for the public to comment at its meetings, once near the beginning and once near the end. This affords the Board of Trustees the opportunity to hear your views and remarks. If you speak, you should not expect to engage the Board of Trustee members or any staff in discussion or debate.

Board of Trustee members will not respond to comments made during the Public Comment unless it becomes necessary to ask a clarifying questions, correct a factual error, or to provide specific factual information.

Questions about Township matters are best directed to individual Board members or Township staff (Planner, Zoning Administrator, or Assessor) between meetings. Contact information is available on the township website at: hayestownshipmi.gov.

The availability of public comment is recognized by the Michigan Open Meetings Act. The Act provides that rules may be adopted for orderly comment from the public. To that end, the following rules have been established by the Board of Trustees:

1. A person wishing to speak will indicate on the sign in sheet that they would like to be called on at Public Comment. All persons in attendance in person will be called on first. Zoom attendees can indicate they would like to speak by raising their hand icon.
2. The person will begin by stating their name, spelling it out if requested.
3. The person addresses the Chairperson, or other person chairing the meeting, on behalf of the entire Board of Trustees. Public comment is NOT to be addressed to individual Board of Trustee members, to any township staff present, or to other members of the audience.
4. There is a three (3) minute time allotment for each speaker. The time limit may be extended by the Chairperson or majority of the Board of Trustee members present. A speaker may speak only once at each Public Comment. There is no provision for another audience member to 'donate' their three (3) minutes to another speaker.
5. A speaker will be out of order if the speaker disrupts the meeting, speaks longer than the allotted time, uses vulgarities or makes a personal attack on a Board of Trustee member or Township employee that is unrelated to the performance of that person's duties.
6. If a speaker is called out of order, that speaker will not be able to speak again at the same meeting except by special leave of the Board of Trustees
7. The Chairperson, or other person chairing the meeting, will have the discretion to permit members to speak at times other than the times reserved for Public Comment.

HAYES TOWNSHIP
BOARD OF TRUSTEES REGULAR MEETING
March 10TH, 2025 7:00 PM
HAYES TOWNSHIP HALL
09195 MAJOR DOUGLAS SLOAN RD
CHARLEVOIX, MICHIGAN 49720
ZOOM 849 2451 3210

The March 10th, 2025, meeting of the Hayes Township Board was called to order by Supervisor William Conklin at 7:00 pm.
Board members present were Matt Cunningham (Trustee), Julie Collard (Treasurer), Doug Kuebler (Trustee), April Hilton (Deputy Clerk/Recording Secretary), William Conklin (Supervisor) and Kristin Baranski (Clerk)
Audience Members signed in: Stan Boris, Ray Cunningham, Roy Griffiths, David Zipp, Mark Snyder, Bill Henne, Betty Henne, Sherry Baker-McCarey, Diane McMahon, Jim McMahon, Kyra Allen, Kevin Willis, Gerry Mills, Mary Mills, Diane Conklin, Ed Bajos, LuAnne Kozma, Ellis Boal, Leslie Cunningham, Tim Boyko, Rick Daniel, Denise Daniel, Carey Cuddeback, Winnie Boal, Kathy Simon, Carol Umlor, and Tammy Nalevayled.

CALL TO ORDER

Supervisor William Conklin called the meeting to order at 7:00 pm.

PLEDGE OF ALLEGIANCE

REVIEWED & APPROVED AGENDA

Mr. Cunningham made a motion, supported by Mr. Kuebler to approve the agenda as presented.

Yays: Matt Cunningham, Julie Collard, Doug Kuebler, William Conklin, and Kristin Baranski.

Nays: None Motion Carried

PUBLIC COMMENTS UNRELATED TO AGENDA ITEMS

Public comment opened and closed at 7:04.

Public comments included:

- Stated they have a neighbor with a light that is very bright. Presented pictures. Says the lights bother the deer hunting and neighboring houses.
- Stated the supervisor of a township is a very important role and not a hobby job someone picks up for extra cash. Stated at a previous meeting the recall Mr. Conklin stating he thought the supervisor position was part time.
- Stated they have noticed someone had ran into the fence at The Hayes Township Park, would like to know who is responsible. Asked the Supervisor about the plowing

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at Hayes Township park as mentioned in his supervisor report. Ms. Baranski stated the fence had been damaged before the snowfall.

- Stated they have seen local studies showing the full time occupancy in the Charlevoix area is decreasing. Stated they wonder if Short Term rentals effect this, and feel the Board doing away with the Hayes Township Short Term Rental Ordinance is part of the problem. Do not see apartments as affordable. No one can afford a family home in the area. Feel the short term rentals need to be controlled.
- Thanked the board for all their hard work. Asked for the survey results. Ms. Baranski stated they have a special meeting scheduled for tomorrow and the result have been posted on the website.
- Stated tomorrows meeting should have posted sooner. Stated they feel Ron VanZee did not do office hours. Feels a deputy supervisor shall be appointed and paid. Stated the clerk and treasurer are using an accounting firm to help them the supervisor should have a deputy to help him. Stated they do not see a rush in approving a CREO Workable Ordinance.
- Stated climate change is advancing throughout the world. Stated Michigan will be facing forest fires soon. Stated a CREO Workable Ordinance is the wrong subject to be looking act, they should be focused on Climate Change.
- Stated Short Term rentals do not impact the housing market as much as other factors, is willing to present real facts if anyone wants them.
- Requested how long Kristin and Julie have been doing their jobs, Julie stated 2018, Kristin stated 2020. Asked what Maner Costerisan was used for. Kristin answered the switch over between accounting software. Asked why the warrant report is not in the pre-packet. Ms. Baranski stated she does warrants on the Monday of the meeting.
- Agrees housing is a challenging issue for the entire region, the Planning Commission will need to address this in the Master Plan and Zoning Ordinance. Mr. Conklin request Roy's opinion on the timeline of the Administrative forms for CREO. Mr. Griffiths stated yes there is time. Mr. Conklin thanks the Planning Commission for all their work on the CREO.
- Stated they are happy everyone is learning on the job especially the Clerk and Treasurer.

Closed at 7:30

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APPROVAL OF FEBRUARY 10TH 2025 BOT REGULAR MEETING MINUTES:

Ms. Baranski made a motion, supported by Mr. Kuebler, to approve the February 10th, 2025, Board of Trustees regular meeting minutes as corrected.

Yeas: Julie Collard, William Conklin, Matt Cunningham, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

TREASURERS REPORT

Ms. Collard presented a written report reporting all Hayes Township account balances.

CLERKS REPORT: APPROVAL OF WARRANTS

Ms. Baranski made a motion, supported by Mr. Kuebler, to adopt the 24-25 Budget as amended. Amendments report attached. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

Clerk, Ms. Baranski, presented the warrants in the amount of \$52,807.58.

Ms. Baranski made a motion, supported by Ms. Collard, to approve Township warrants in the amount of \$52,807.58. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

Ms. Baranski made a motion, supported by Ms. Collard to approve the installment payment for the EMS building loan in the amount of \$10,248.13, the total installment payment will be offset 100% by the LCEMSA monthly lease payment. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

Ms. Baranski made a motion, supported by Ms. Collard to approve the increased hourly rate of \$215 for the Hayes Township Attorney.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

COUNTY COMMISSIONER REPORT

Bob Jess was not present.

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99 **PARKS AND REC. REPORT**

100 Parks and Rec are beginning to plan a Community picnic for the first Saturday in August
101 2025.

102 Mr. Collard presented an oral Parks and Rec. Report. Next Parks and Rec meeting is
103 scheduled for April 7th 2025.

104

105 **PLANNING COMMISSION**

106 Mr. Cunningham presented the Planning Commission Report. A special meeting has been
107 scheduled for March 11th 2025. The next regular Planning Commission meeting is March 18th,
108 2025, at 7:00 pm.

109

110 **ZONING BOARD OF APPEALS**

111 ZBA did not meet.

112 Next ZBA meeting is scheduled for March 26th, 2025, at 7 pm.

113

114 **ZONING ADMINISTRATOR REPORT**

115 April Hilton presented a Zoning Administrator report.

116 Report available at the Hayes Township Hall.

117 Board discussed a lighting compliant on Maple Grove Road.

118

119 **TRUSTEES:**

120 Mr. Kuebler stated Burnett Road will be done in 2025. Estimates will be coming. Murray
121 Road was suggested for sometime in the future. In 2026 there will be no roads done in the
122 Township because the County will be on Beaver Island.

123 Ms. Baranski stated she has received complaint about Major Douglas Sloan Road.

124 Mr. Kuebler stated the residents need to put their complaints into the State Representatives
125 to encourage state funding.

126 Ms. Baranski suggested researching how to convert Major Douglas Sloan Road to a historic
127 highway.

128

129 **SUPERVISOR REPORT:** William Conklin presented a supervisor report.

130

131

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SET ELECTION COMMISSION MEETING (APRIL 9, 2025 AT 1:00PM) AND PUBLIC ACCURACY TEST (APRIL 9, 2025 AT 1:30PM):

Ms. Baranski made a motion, supported by Mr. Cunningham to set the Election Commission Meeting for April 9th 2025 at 1:00 pm followed by the Public Accuracy test at 1:30 pm.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.

Nays: None **Motion Carried**

HAYES TOWNSHIP PARK DRAINAGE IMPROVEMENT PROPOSAL (PERFORMANCE ENGINEERS):

Ms. Collard made a motion, supported by Ms. Baranski to approve Performance Engineers to send the proposed option B for Drainage improvements at Hayes Township Park out for bids.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.

Nays: None **Motion Carried**

DEPUTY SUPERVISOR:

Mr. Conklin stated he wants to appoint Kayla Pennington as Deputy Supervisor and campaigned on paying her himself, he does not want the board to pay her.

Ms. Baranski is concerned of liability and tax purposes, would like to pay the deputy supervisor through the Township.

Mr. Conklin will reach out to Todd Millar for a legal opinion.

ZONING BOARD OF APPEALS POSITION:

Applicant Bill Henne stated he has served on the ZBA for 6 years in prior years and has 12 years experience on Planning Commission. Has attend multiple ZBA workshops and is familiar with the Finding of Facts and Hayes Township Ordinance.

Ms. Baranski made a motion, supported by Ms. Collard to appoint Joni Hostler to the Zoning Board of Appeals from an alternate to a member, expiring January 8th 2027. To appoint Rod Slocum to the Zoning Board of Appeals as an alternate, expiring March 16th 2028. To appoint Jessica Perry to the Zoning Board of Appeals as an alternate, expiring March 10th 2028.

Yeas: Matt Cunningham, Julie Collard, Doug Kuebler and Kristin Baranski.

Nays: William Conklin **Motion Carried**

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HAYES TOWNSHIP PROPOSED ZONING TEXT AMENDMENTS (CREO):

RESOLUTION TO APPROVE ORDINANCE NO. 2025-3-10-A

HAYES TOWNSHIP
CHARLEVOIX COUNTY, MICHIGAN

WHEREAS, the Hayes Township Planning Commission researched and drafted a proposed Ordinance to Amend the Hayes Township Zoning Ordinance to add provisions for a utility-scale solar energy system, which is considered a “workable ordinance”, as opposed to a Compatible Renewable Energy Ordinance (CREO); and

WHEREAS, the Hayes Township Planning Commission recommended a proposed draft of the proposed “workable ordinance” to Amend the Zoning Ordinance in order to add provisions for a permit process for solar-energy systems and requested the Charlevoix County Planning Department to make recommendations on its proposed “workable ordinance”; and

WHEREAS, the Charlevoix County Planning Department made recommendations and suggestions to be included in this proposed solar energy system Ordinance to Amend the Hayes Township Zoning Ordinance, entitled Staff Report of “Hayes Township Proposed Zoning Text Amendments”, dated March 6, 2025; and

WHEREAS, the Charlevoix County Planning Department’s recommendations and suggestions have been adopted and included into Ordinance No. 2025-3-10-A and the Hayes Township Board by Roll Call vote unanimously passed this Resolution,

NOW, THEREFORE, BE IT RESOLVED that the Hayes Township Board authorized the adoption of Ordinance No. 2025-3-10-A to Amend the Hayes Township Zoning Ordinance to Provide Zoning Regulations for Solar Energy Systems within the Township, as follows:

Mr. Conklin made a motion, supported by Ms. Baranski to approve Resolution NO. 2025-3-10A for an amendment the Hayes Township Zoning Ordinance to provide zoning regulations for Solar Energy Systems.

Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

RESOLUTION TO APPROVE ORDINANCE NO. 2025-3-10-B

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198 HAYES TOWNSHIP
199 CHARLEVOIX COUNTY, MICHIGAN
200

201 WHEREAS, the Hayes Township Planning Commission researched and drafted a proposed
202 Ordinance to Amend the Hayes Township Zoning Ordinance to add:

- 203 1. Definitions to Article II;
204 2. Add a New Section 3.28 titled "ON-SITE BATTERY ENERGY SYSTEM
205 REGULATIONS;
206 3. Add a New Section 3.29 titled "OFF-SITE BATTERY ENERGY STORAGE SYSTEM
207 REGULATIONS";

- 208 4. In Section III, Amend Article VII Supplemental Site Development Standard to add
209 Section 7.01.23 titled "OFF-SITE BATTERY ENERGY STORAGE SYSTEMS";

- 210 5. Certain amendments to the various districts, among others; and

211 WHEREAS, the Hayes Township Planning Commission recommended a proposed draft of
212 the proposed additions and amendments to the Zoning Ordinance in order to add provisions
213 for a permit process for Battery Energy Storage Systems and requested the Charlevoix
214 County Planning Department to make recommendations on its proposed draft; and

215 WHEREAS, the Charlevoix County Planning Department made recommendations and
216 suggestions to be included in this proposed Battery Energy Storage System Ordinance to
217 Amend the Hayes Township Zoning Ordinance, entitled Staff Report of "Hayes Township
218 Proposed Zoning Text Amendments", dated March 6, 2025; and

219 WHEREAS, the Charlevoix County Planning Department's recommendations and
220 suggestions have been adopted and included into Ordinance No. 2025-3-10-B and the Hayes
221 Township Board by Roll Call vote unanimously passed this Resolution,

222 NOW, THEREFORE, BE IT RESOLVED that the Hayes Township Board authorized the
223 adoption of Ordinance No. 2025-3-10-B to Amend the Hayes Township Zoning Ordinance to
224 Provide Zoning Regulations for Battery Energy Storage Systems within the Township, as
225 follows:

226 Mr. Conklin made a motion, supported by Ms. Baranski to approve Resolution NO. 2025-3-10B
227 for an amendment to the Hayes Township Zoning Ordinance to provide zoning regulations for
228 Battery Energy Storage Systems.

229 Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler, and Kristin Baranski.

230 Nays: None **Motion Carried**

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231 **PUBLIC COMMENTS:** Public comments opened at 9:36 pm.

232 Comments included:

- 233 - Stated he commends bill for going to training. Does not agree with Bill Conklin paying
234 his own Deputy.
- 235 - Stated they observed conversation tonight when appointing ZBA members and find
236 there is contention still among the board members.
- 237 - Stated they do not agree with the deputy supervisor being paid directly by the
238 Supervisor. Concerned the Board does not want to pay a female deputy. Thanked Bill
239 for all his hard work. Stated more than 3 members should not show up at the same
240 meetings.
- 241 - Mr. Conklin stated he should have posted requested the Clerk and deputy clerk to
242 post the meeting notice at the Hayes Township Hall.
- 243 - Ms. Baranski stated the Road Commission meeting does have minutes that are
244 available at the Hayes Township hall. Also, as far as the fire department meeting it
245 was an invite to all board members from Dan. The board works very hard to not
246 break the opening meeting act, even in emails they are very careful not to reply all.
- 247 - Stated she supports zoning enforcement. Supports the Township paying the deputy
248 supervisor versus the Supervisor him self paying her, that would not be transparent.
- 249 - Stated they believe the deputies pay should be extracted from the public officials
250 pay.
- 251 - Stated the problem at Hayes Township park is the runoff and the grade of the
252 parking lot misses the rain gardens. Suggest to fix it for good and feel someone
253 should research other engineers other then Performance because they did the work
254 prior that was not done currently. Requested why the Board of Review organization
255 meeting was changed from 1pm to 11pm on Monday with no notice.
- 256 - Ms. Baranski stated the information submitted to the county by the Supervisor was in
257 error.
- 258 - Stated they support placing the election behind the board, by rescinding the Planning
259 Commission appointment resolution and stop spending money on the legal fees.

260

261 Public comments closed at 9:56 p.m.

262

263 **BOARD OF TRUSTEE COMMENT:**

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264

265

266 **ADJOURNMENT:** Ms. Baranski made a motion, supported by Mr. Kuebler to adjourn at

267 9:56p.m.

268 Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.

269 Nays: None **Motion Carried**

270

271

272 Respectfully Submitted,

273

274 April Hilton

275 Hayes Township Deputy Clerk/Recording Secretary

April 2025 Treasurer Report

(As of April 9, 2025)

Charlevoix State Bank

1. General Fund-\$717,403.51
(\$ available, \$210,000 Recommended Reserve)
2. Tax Account-\$99,539.86 *(restricted Treasury Funds)*
3. Township Warrant Checking-\$31,658.09
4. Pantry-\$9,731.64*(restricted funds)*
5. ARPA *(restricted funds)*-\$74,480.19
6. Fundraising Account-\$17,064.56

Forefront

7. Metro Account-\$73,424.19
8. Prime Share-\$134.87

Horizon

9. Hayes Township Road Fund-\$296,709.31 *(restricted funds)*



Zoning Administrator Report

April 2025

Zoning Administrator work in progress report for the month of March includes the following:

- Variance application to reduce the 50' Shoreland setback from creek for a new single family dwelling at 6995 Birdland Drive. ZBA denied this variance request at the public hearing held on March 26th 2025 at 7pm.
- Variance application to reduce the 100' Shoreland setback for reconstruction of an existing non-conforming dwelling unit at 07115 Birdland Drive. ZBA approved this variance request at the public hearing held on March 26th 2025 at 7pm. Shoreland Site Plan has been sent to Tip of the Mitt for review.
- Special use permit application for an Assisted Living and Memory care Facility on US 31 North. Planning Commission approved at the Public Hearing held on March 18th, 2025 meeting.
- Two special use permit amendment applications for the special use permit approved to Mark McCol & Dewitt Marine at May 6th 2024 Planning Commission Meeting. Applicant has not requested to be on the April 29th 2025 Planning Commission meeting agenda.
- Zoning permit application for a Demo and rebuild of existing home on Quarterline road. Shoreline Review Committee conducted inspection and advised applicant to work with Tip of the Mitt to create shoreland restoration plan.
- Zoning permit application for a 72"x60" Free Standing Sign on US 31. Application denied.
- Continuing to discuss a non-compliance nuisance complaint with landowner on Hyek Road.
- Received Zoning Application for a 24x42 new single family dwelling unit at 6680 Bay Shore West Dr. Waiting for additional information from applicant to proceed.



- Received Zoning Application for a 138×81 accessory structure as the principle use at 10855 Pincherry rd. Waiting for additional information from applicant to proceed.
- Progress received from Landowner on Villa Road for Violation of Nuisance Ordinance and a non-compliance complaint.
- Second Notice Letter was sent to landowner on Shrigley Road for permitted use within the Small Lot Residential District compliant.
- Received complaint regarding a Shoreline violation on Peaceful Valley Road.
- Second Notice Letter was sent to landowner on Maple Grove Road for a Nuisance Ordinance compliant, Charlevoix County Fire Department Chief is monitoring parcel for fire hazards.

03-01	03/19/25	425-012-00	8175 Trillium Court Unit 12	Steven and Diane Klein	5X18 deck addition with railing within building envelope of approved PUD
04-01	4-7-2025	101-002-00	6413 Division Ave	Little Traverse Conservancy	18'x20' Viewing Deck with Boardwalk and Trail approved by the Shoreline Review Committee with conditions they follow the recommendations of TTP of the MRC and restore the shoreline to its prior state.
04-02	4-9-2025	109-009-20	9025 Upper Bay Shore Rd	Jessica Perry	16x40 In ground pool with power safety cover with patio surround

1. Hayes Township once again showed how resilient and neighborly we are. Neighbors and friends helped one another, visited one another, offered water, warmth and a hot meal or other food that was needed. Members of the community cleared debris and limbs from the roadways or driveways and some actually cut trees and hauled them off the roadways and driveways so people could get to work, to the store, to doctors, etc. Some people saw downed power lines on the roads and stayed there with their flashers on to alert other drivers of the danger.
2. Thank you to everyone who showed compassion and consideration to each other.
3. If the Township contracts for a product, then proper investigation into all alternatives, which companies are best suited for such installation and education about the product is required as to how it works. It is the responsibility of the Township to understand everything about that product and to supervise its installation and to understand the mechanisms, its functions and to recognize whether that installation is in good and proper working order. There must be a double-check to ensure that it is fully functioning. It's imperative to have all contact information of the installer/repair person 24/7. I know now that Wi-Fi alerts were required, but not completed.
4. Clean up is being proposed for subdivisions and the outlying areas at a substantial cost. We are asking that the residents who use the service consider making a contribution of \$50-100.00 to defray the costs to the Township.
5. Bids for the Erosion Control work for Camp Seagull will be sent out to prospective contractors on Tuesday at Noon. The cost of the repairs is \$65,000.00.
6. Budget discussions will be scheduled later in April and throughout the month of May so we can have the Budget presented to the Residents during the first weekend of June and obtain final approval by June 25, 2025.
7. The audit is nearing completion and the Board will be implementing education, routine checklists and other measures to insure that our accounting procedures meet the state requirements in every detail.
8. For the elderly and the infirm who do not have the means or the ability to clear your yard of limbs and branches, please contact me at 231-373-0059 so I can prepare a schedule and make a list for the volunteers to assist you over the next 6 weeks.

CHARLEVOIX COUNTY ROAD COMMISSION

ENGINEERS ESTIMATE

DATE March 13, 2025	LOCATION Burnett Rd. - Upper Bay Shore Rd. to Major Douglas Sloan Rd.
TOWNSHIP HAYES	LENGTH 1.19-Miles (6,300-FT)
PREPARED BY James G. Vanek, Staff Engineer	TYPE OF WORK Drainage Improvements, Bituminous Paving, Gravel Shoulders and Restoration

WORK ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Tree Removal, 6"-19" DIA.	33	EACH	\$ 300.00	\$ 9,900.00
Embankment (Misc. Quantity)	300	CYD	\$ 15.00	\$ 4,500.00
Trenching	63.00	STA	\$ 150.00	\$ 9,450.00
Ditching	600	LFT	\$ 8.00	\$ 4,800.00
Culvert, CSP, 15-Inch DIA.	50	LFT	\$ 75.00	\$ 3,750.00
Culvert, CSP, 24-Inch DIA.	55	LFT	\$ 125.00	\$ 6,875.00
Culvert, CSP, 12-Inch DIA.	340	LFT	\$ 55.00	\$ 18,700.00
22A Aggregate	2,825	TON	\$ 26.00	\$ 73,450.00
HMA Crush & Shape	19,755	SYD	\$ 2.00	\$ 39,510.00
4EL, Mod. Bituminous Pavement	1,365	TON	\$ 82.00	\$ 111,930.00
5EL, Mod. Bituminous Pavement	1,365	TON	\$ 88.00	\$ 120,120.00
Bituminous Approach (4EL)	50	TON	\$ 115.00	\$ 5,750.00
Bituminous Approach (5EL)	90	TON	\$ 145.00	\$ 13,050.00
Bituminous Curb	1,500	LFT	\$ 1.00	\$ 1,500.00
Bituminous Spillway	45	SYD	\$ 45.00	\$ 2,025.00
Riprap, Plain	35	SYD	\$ 50.00	\$ 1,750.00
Bituminous Driveway Restoration	4	EACH	\$ 400.00	\$ 1,600.00
Concrete Driveway Restoration	124	SYD	\$ 100.00	\$ 12,400.00
23A Shoulders	765	TON	\$ 30.00	\$ 22,950.00
Restoration	8,245	SYD	\$ 4.50	\$ 37,102.50
Monument Preservation	2	EACH	\$ 600.00	\$ 1,200.00
Monument Box	2	EACH	\$ 600.00	\$ 1,200.00
Traffic Control/Mobilization	1	LSUM	\$ 30,000.00	\$ 30,000.00

SUBTOTAL \$ 533,512.50

CONTINGENCIES \$ 5,000.00

ESTIMATED PROJECT COST \$ 538,512.50



clerk hayestownshipmi <clerkhayestownshipmi@gmail.com>

Burnett Road Reconstruction Estimate

1 message

James Vanek <engineer@chxroads.org>

Thu, Mar 13, 2025 at 11:55 AM

To: "supervisor@hayestownshipmi.gov" <supervisor@hayestownshipmi.gov>, Kristin Baranski
<clerk@hayestownshipmi.gov>

Cc: "hayestrustee5@gmail.com" <hayestrustee5@gmail.com>

Attached is the requested estimate to reconstruct and repave Burnett Road, from Upper Bay Shore Rd. to Major Douglas Sloan Road.

I was unable to get this estimate to you prior to your March board meeting because the snow had not melted enough for me to see the existing roadside conditions to generate an accurate estimate.

The estimate is higher than the Maple Grove Road paving project last year mainly because Burnett Road is around ¼ mile longer than Maple Grove Road. Another factor is the increased costs of the asphalt and other road building materials.

If you decide to proceed with this project, let me know and I will prepare the bid document and get it out to bid.

If you have any questions, let me know.

Thanks-

James G. Vanek

Staff Engineer

Charlevoix County Road Commission

**Burnett Rd. Paving Eng. Est. (2025).pdf**

30K



clerk hayestownshipmi <clerkhayestownshipmi@gmail.com>

Text My Gov Proposal | Hayes Township, MI

1 message

Landon Beck <lbeck@textmygov.com>

Thu, Apr 10, 2025 at 2:44 PM

To: Kristin Baranski <clerk@hayestownshipmi.gov>

Hi Kristin,

Here is that proposal and council packet we discussed over the phone. This would be our premium notification only package. We were able to drop price down 1k annually for this proposal. Program Highlights :

- Mass text notification tool for emergencies : Ice Storm
- Facebook Integration. Notify via text and FB posts through our web portal
- Enhanced media marketing kit to help with sign ups and promote program
- Survey tool when you want to engage citizens on their feedback
- Text in to opt in. No apps or downloads
- Higher engagement with text messaging over FB and email.

Thanks,

Click [Landon's Calendar](#) to book a meeting**Landon Beck**

Account Executive | TextMyGov

Direct: 435.266.6818

lbeck@textmygov.com [Facebook](#) [Instagram](#) [LinkedIn](#) [Twitter/X](#) [TextMyGov](#)

2 attachments **Hayes Township, MI Council Packet.pptx**
1657K **Hayes Township MI - TMG Proposal (1).pdf**
108K

WWW.TEXTMYGOV.COM



TextMyGov

PROPOSAL

DATE: 04/10/2025

Prepared For:

Hayes Township MI
09195 Old 31 N, Charlevoix, MI 49720 USA

Prepared By:

Landon Beck | Account Executive
TextMyGov

INTRODUCTION TO TEXTMYGOV

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

According to the Pew Research Center, 97% of smartphone owners text regularly. The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

TEXTMYGOV SOLUTION

Summary for: Hayes Township

FEATURE	SOLUTION
SEND ALERTS	• TextMyGov gives agencies the ability to send out notifications/alerts as a text message. • Agencies can create different notification groups like "City Events" or "County Elections" and citizens can choose what notification group to Opt-In to. • Emergencies: Ice Storm for recent example • Create Specific Notification Groups • Send alerts based on citizens geographic location when needed
DEMO RECORDING	Intro to Text My Gov

COST BREAKDOWN

This quote represents a subscription to TextMyGov with an initial TERM Three-Years. The agreement is set to be automatically renewed after the initial TERM. Support and services fees may increase in subsequent years but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as **Exhibit A** or viewed at www.TextMyGov.com/terms

Package Details

TextMyGov Premium

- TextMyGov web-based software (Notifications)
- Enhance Media Care Package
- Citizen Surveys
- Facebook Integration
- Short code number (outgoing messages)
- Unlimited users & departments
- Unlimited support for every user
- 10 GB managed online data storage
- 25,000 text messages per year

	Price	Billing
	\$3,000.00	Annual
Setup Fee	\$1,000.00	One-Time
First year total	\$ 4,000.00	Year One
Total Recurring	\$3,000.00	Annual

TERMS

- This is a Three-Year term.
- After the initial Three-Years, the agreement will revert to year-to-year
- Cancellation requires a 60-day written notice
- Customer is required to put TextMyGov widget on agency's website
- This proposal is valid for 30-days
- Customer is required to provide a copy of W-9.
- The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60-days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time). See more information on our widget by clicking visiting textmygov.com/textmygov-widget/

ADDITIONAL SERVICES

Service	Price	Billing
Additional Storage 100 GB of Storage	\$250 per unit	Annual
Additional Text Messages 25,000 additional text messages 50,000 additional text messages 100,000 additional text messages	\$300 \$550 \$750	Annual
Database - Database of your local residence to improve citizen engagement and opt-in rate. - Database could have already been included in the original quote. Please refer to the "Package Details" section.	Price based on Population. Please contact your Account Executive for more details.	Annual

IMPLEMENTATION

GETTING STARTED

- After the basic service agreement is executed, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

CONFIGURATION

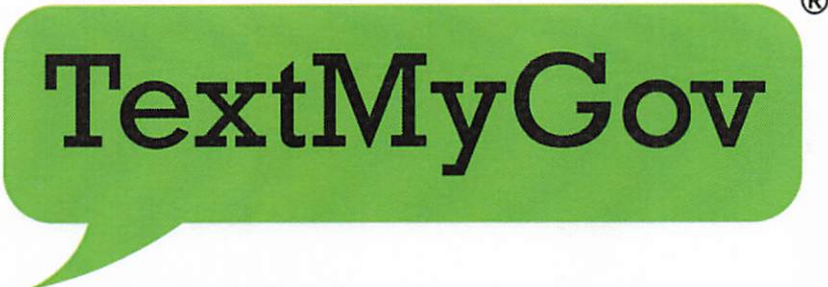
- The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

MEDIA KIT

- Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

UNLIMITED TRAINING AND SUPPORT

- After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am5pm MST.



TextMyGov®

TEXTING SOLUTION PROPOSAL

Prepared for
Hayes Township, MI

Presented to:
Board or Council

Prepared by:
Landon Beck

Introduction

Why Texting?

The most efficient way to communicate with your citizens is via text messaging. NO app, no email, no sign up required.

Our smart texting solution will allow citizens to receive timely updates on events, council meetings and emergencies.

Customize your notifications/alerts based on group opt-ins, departments, or geographic locations.



Citizen and Agency Benefits

Notifications and Alerts

- Higher Engagement than email or social media
- Reduced Call Volume
- Emergencies
- General reminders
- Council meetings
- Road projects
- Tax Reminders
- Elections
- Calendar of Events
- Codes and Zoning updates
- Send notifications based on citizens geographic location

Why TextMyGov

As a Government Agency, there is a lot to consider when picking your texting provider. Is the agency and its citizens data protected? How do I use it? How do I get my citizens to use the service?



Database Import

- We can help procure a database of local cell numbers to help boost initial program enrollment



Dedicated Client Specialist:

- Every account has a Dedicated Client Specialist who will help set up your entire account. Onboard and provide initial training.
- Unlimited training: Your Client Specialist will provide unlimited training for staff at any point.



Marketing and Citizen Opt-Ins

- In addition to having onboarding and training, you will also receive dedicated marketing specialist that will help you with marketing TextMyGov and getting your citizens to opt-in.



- No Apps, email or password required. Opt-in with just a simple Text

Secure

- All text data from the agency and citizens are stored on AWS GovCloud Services which is the same servers that the Federal Government keeps their data on. You can rest assured that your data is secured

Big Rapids Township Text Alerts!

Get township updates sent directly to your phone via text message.

TextMyGov™



Sign up to receive township text message notifications!

Opt-in today.

Text **BRT ALERTS**

to: **91896**

HAYES TOWNSHIP
9195 MAJOR DOUGLAS SLOAN ROAD
CHARLEVOIX, MICHIGAN 49720

Sales: Lee Rainey
7262 Boyne City Road-Maintenance
7262 Boyne City Road Charlevoix, Michigan 49720

Est ID: EST5280450
Date: Apr-08-2025

Thank you for giving us the opportunity to quote this project!

Storm Clean Up	\$1,500.00
-----------------------	-------------------

Labor to remove fallen trees and sticks.

Subtotal	\$1,500.00
Taxes	\$0.00
Estimate Total	\$1,500.00

We appreciate your business!

Contractor: _____
Lee Rainey

Client: _____

Signature Date: _____
04/08/2025

Signature Date: _____

Email: leerainey1996@gmail.com

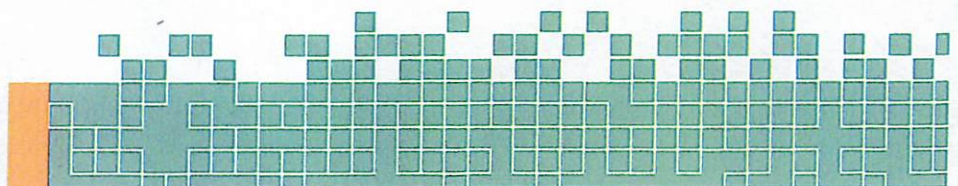
BUCKET TRUCK & CHIPPER NEEDED?

RAINEY'S LANDSCAPE LLC

231-373-8195

WE WILL COME TO YOU AND CHIP UP
BRUSH ALONG ROADS – 6" & LESS

\$240 PER HOUR -MON-FRI, 8-5





YOU CAN DUMP YOUR BRUSH HERE

**RAINEY'S LANDSCAPE LLC
1490 M-75 SOUTH
BOYNE CITY**

**\$50 A TRAILER LOAD
MON- FRI, 8-5**

CALL US WITH ANY QUESTIONS 231- 373-8195



**HAYES TOWNSHIP
CAMP SEA-GULL
DRAINAGE IMPROVEMENTS**

**TECHNICAL SPECIFICATIONS
AND CONTRACT DOCUMENTS**

APRIL 2025

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MAINTENANCE & GUARANTEE BOND

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ADVERTISEMENT FOR BIDS
HAYES TOWNSHIP
CAMP SEA-GULL DRAINAGE IMPROVEMENTS
Contract No. 24-6646

Bid Submittal Location and Date

Sealed Proposals will be received at the office of Performance Engineers, Inc. located at 406 Petoskey Ave, Charlevoix, Michigan 49720, until 12 PM Noon on Monday, May 5, 2025.

Bid Opening Location and Date

The Proposals will be publicly opened and read aloud at Hayes Township Hall, located at: 9195 Major Douglas Sloan, Charlevoix, MI 49720 at 2 PM on May 5, 2025.

Electronic bids will be accepted, in accordance with INSTRUCTIONS TO BIDDERS, SECTION E. FORM OF PROPOSAL.

The work generally consists of demolition of a portion of an existing parking lot, sidewalk and curb and installation of approximately 154 linear feet of 12-inch storm sewer, two concrete manhole structures, new concrete sidewalk, curb and pavement. The anticipated construction schedule for this project is between May 26, 2025, and December 12, 2025, excluding the summer boating season of July 1 through August 15, 2025. The Contractor shall submit a construction schedule, limited to a 3-week period, and in accordance with INSTRUCTIONS TO BIDDERS, N. TIME OF COMPLETION AND LIQUIDATED DAMAGES.

The drawings and specifications under which the work is to be done may be examined at the office of Hayes Township, or Performance Engineers, Inc., located at 406 Petoskey Avenue, in Charlevoix, Michigan 49720, phone (231) 547-2121.

Electronic Drawings and Specifications may be obtained at no cost from Performance Engineers by submitting an email request to info@performanceeng.com. The bidder must supply the telephone number, email, and street address of the individual or firm to whom addenda (if any) can be directed. Printed copies are available at the cost of \$25.

The right is reserved by the Owner to accept any Proposal, to reject any Proposal, and to waive irregularities in Proposals.

No bids may be withdrawn after the above date and time for receiving bids for a period of sixty (60) days.

HAYES TOWNSHIP

INSTRUCTIONS TO BIDDERS

A. SCOPE OF WORK

The work required under this Contract is to include the furnishing of all labor, materials, equipment, and transportation necessary to complete drainage improvements in a parking lot at Camp Sea-Gull, as depicted within the project Drawings, and in accordance with the Contract Documents and project Specifications.

B. CONSTRUCTION CONDITIONS

Complete examination of drawings, specifications, and Contract Documents for the required work, as well as a personal site examination are requirements for bidding. Also, each bidder is expected to gather first-hand information regarding the available construction equipment and materials, as well as other local conditions that may affect the construction.

C. QUALIFICATION OF BIDDERS

It is intended to award this contract to a bidder who is qualified and competent to complete the required scope of work in a workmanlike manner and on schedule, as evidenced by completion of similar projects, satisfactory references, and/or evaluation of current commitments. For this reason, any bidder being considered may be requested by the Owner to submit supplemental information in order to substantiate the bidder's qualifications.

D. NAME, ADDRESS AND LEGAL STATUS OF BIDDER

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual shall be stated in the proposal. An incorporated bidder shall name the state in which its Articles of Incorporation are held and must give the full name and title for the officer binding the corporation to the contractual agreements required under the Contract Documents. For a partnership, the complete names and addresses of all partners will be required. Anyone signing a proposal as an agent of another, or others, must submit with their proposal legal evidence of their authority to do so. The place of residence of the bidder, or the office of others in the case of a firm or company, with county and state, must be given with their signature.

E. FORM OF PROPOSAL

All proposals must be made and signed by the bidder on the form provided with the Contract Documents.

All prices stated in the proposal must be plainly written in ink with legible figures. Illegibility of any figure in the proposal may be sufficient cause for rejection of the proposal by the Owner. Each printed proposal submission must be enclosed in a sealed envelope addressed to the Owner and clearly labeled "SEALED BID" identified with the project name and contract number as set forth in the Advertisement contained herein. Electronic submittals shall be sent to waynes@performanceeng.com. Electronic bid submittals shall receive an acknowledgement email. If an acknowledgement email is not received, it is the responsibility of the bidder to follow up with a phone call or other means to ensure that their bid has been properly submitted and received.

F. BASIS OF PROPOSAL

Proposals are solicited on the basis of unit prices for each type of work and contingent items of additional work. Lump sums for special items are also included. Proposals will be compared on

the basis of the quantities stated therein and the prices offered for each item.

G. PROPOSAL QUALIFICATIONS

Where a bidder has qualified their proposal, or explicitly stated an exemption from a specific term or condition contained within the Contract Documents, the Owner will assess the overall impact of the qualification and evaluate the bidder's proposal accordingly. Qualification of the material terms and/or conditions of the Contract Documents may result in the bid being rejected.

H. EXPLANATION TO BIDDERS BY ADDENDA

- (i) Neither the Owner nor the Engineer will give verbal answers to inquiries regarding the meaning of the drawings or specifications, or give verbal instructions previous to the award of the Contract. Any verbal statements regarding same by any person, previous to the award, shall be unauthorized.
- (ii) Explanations desired by bidders shall be requested of the Owner in writing and if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each bidder.
- (iii) Addenda issued to bidders prior to date of receipt of proposals shall become part of the Contract Documents, and all proposals shall include the work described in the addenda. The bidders are required to acknowledge receipt of all addenda in the space provided on the first page of the Proposal Form.
- (iv) No inquiry received less than six (6) working days prior to the date fixed for the opening of bids will be guaranteed to be given consideration.
- (v) Failure of the Owner to send, or of the bidder to receive, any such interpretations requested shall not relieve the bidder from the obligation under his bid as submitted.

I. LIST OF SUBCONTRACTORS

Once a qualified bidder has been notified by the Owner or an agent of the owner that their bid was accepted, the bidder shall provide the Owner with a list of all subcontractors and significant suppliers which the bidder intends to use. The successful bidder may add or delete subcontractors and suppliers only with the prior written consent of the Owner.

J. AWARD AND EXECUTION OF CONTRACT

The contract shall be deemed as having been awarded when written notice of award shall have been duly served by the Owner upon the bidder.

The bidder to whom the contract shall have been awarded will be required to execute the Agreement in the form attached hereto and to furnish Surety and Insurance Certificates, all as required. In case of their refusal or failure to do so within ten (10) days after award, they will be considered to have abandoned all of their rights and interests in the award, and their bid deposit may be declared forfeited to the Owner as liquidated damages and the work may be awarded to another.

K. RIGHT TO ACCEPT, TO REJECT AND TO WAIVE DEFECTS

The Owner reserves the right to accept any proposal, to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Form of Proposal shall render the accompanying proposal irregular and subject to rejection by the Owner.

The Contract will be awarded to lowest responsible bidder, most advantageous to the Owner considering price and other factors.

The Owner also reserves the right to reject the bid of a bidder who has previously failed to perform properly or to make timely completion of contracts of a similar nature; or a bidder who is lacking the physical plant, finances or experience to complete the work.

L. WITHDRAWAL OF BIDS

Any bidder who has submitted a proposal to the Owner may withdraw their bid at any time prior to the scheduled time for the receipt of bids. Unless otherwise stated in the specifications contained herein, no bidder may withdraw their bid after the time stated in the advertisement for opening bids for a period of Sixty (60) days thereafter.

M. INCREASE OR DECREASE IN CONTRACT QUANTITIES

There will be no change in unit prices for increase or decrease of contract quantities. Items in the project may also be totally removed from the contract by the Owner at no additional increase to the remaining unit prices.

N. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contract work can start as early as May 26, 2025, but regardless of the start, it shall be completed on or before December 12, 2025, excluding the summer boating season of July 1 through August 15, 2025. The Contractor shall diligently prosecute their work so as to complete the entire contract in the shortest possible time, preferably within a period not to exceed three weeks. The Contractor shall submit a construction schedule outlining the intended start date and completion date. The "time stipulated" shall mean the completion dates set forth plus any extensions authorized in writing. Liquidated damages will be in accordance to Article 5 of the Agreement section of this contract.

O. WORK WITHIN VARIOUS MUNICIPALITIES & REGULATORY PERMITTING AGENCIES

- i. The scope of work requires construction within the following municipalities:
Hayes Township & Charlevoix County.
- ii. The Contractor shall obtain a building permit and soil erosion permit from Charlevoix County and be responsible for maintaining compliance with all permit conditions.

PROPOSAL FORM

NAME OF BIDDER _____

ADDRESS _____

PHONE _____ FAX : _____

TO: **Mr. William Conklin**
Hayes Township Supervisor
c/o Performance Engineers, Inc.
406 Petoskey Ave
Charlevoix, MI 49720

The undersigned, in response to the Advertisement for Bids, Instructions to Bidders and other Bid Documents, having familiarized himself with all conditions affecting the work, and with the requirements of the Drawings and Specifications, hereby proposes to provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete the work required, in strict accordance with the Drawings and Specifications entitled:

HAYES TOWNSHP
CAMP SEA-GULL DRAINAGE IMPROVEMENTS
Contract No. 24-6646

prepared by Performance Engineers, Inc., consulting engineers, including Addenda No's. ____,
, ____, and ____, issued thereto, at and for the following named unit and lump sum prices as
set forth below:

No.	Unit	Item	Quantity	Unit Price	Extension
1	LSUM	MOBILIZATION	1	\$	\$
2	LSUM	EROSION CONTROL	1	\$	\$
3	LFT	SAWCUT	75	\$	\$
4	LFT	REMOVE STORM SEWER	15	\$	\$
5	SFT	REMOVE RIPRAP	130	\$	\$
6	SYD	REMOVE SIDEWALK	26	\$	\$
7	LFT	REMOVE CURB AND GUTTER	54	\$	\$
8	SYD	REMOVE ASPHALT PAVEMENT	67.5	\$	\$

9	EA	DR STRUCTURE COVER, VANE GRATE	1	\$	\$
10	EA	DR STRUCTURE COVER, CURB INLET	1	\$	\$
11	LFT	STORM SEWER, 12 INCH	154	\$	\$
12	EA	DR STRUCTURE, 48 INCH DIA.WITH CASTING	2	\$	\$
13	EA	CONNECT TO EXISTING STORM SEWER	1	\$	\$
14	EA	CONNECT TO EXISTING STORM STRUCTURE	1	\$	\$
15	SFT	CONCRETE SIDEWALK	233	\$	\$
16	LFT	CONCRETE CURB & GUTTER	54	\$	\$
17	SFT	CONCRETE PAVEMENT, 6"	608	\$	\$
18	LSUM	PAVEMENT MARKINGS	1	\$	\$
19	LSUM	RESTORATION	1	\$	\$
				TOTAL =	\$

Notes:

1. Contractor to provide Total as summation of the unit price extensions for Items 1 through 21. It is understood that the total cost provided is for construction of the complete scope of work and that this will be the contract value.
2. Contractor shall provide a balanced bid, including all costs for providing a complete project, as depicted in the Drawings. Contractor shall include all incidental costs for work, materials, equipment, transportation, and labor not specifically identified above, under the pay item most closely associated with that work.
3. Mobilization costs should include Contractor's costs for site mobilization, upfront contract administration, permits, etc. It is understood that in the event work is stopped by the owner and the Contractor must re-mobilize to the site, this would be at a negotiated fee, not necessarily equal to the initial mobilization costs due to the inclusion of other incidental items.
4. Construction of this project will occur in a highly visible area. As such, it is important that the Contractor takes every reasonable precaution to restrict unauthorized access to the work, properly barricade open excavations, etc. since people will be using other nearby areas of the park.
5. Two existing drainage structures require new castings and are paid for as units. Two new drainage structures are proposed, and the casting is considered part of the drainage structure pay item and will not be paid for separately.

The undersigned affirms that in making such Proposal neither they nor any company that they may represent, nor anyone on behalf of them or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to maintain the prices of said work, or any compact to prevent any other Bidder or Bidders from bidding on said contract or work, and further affirms that such Proposal is made without regard or reference

to any other Bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that, should their Proposal be accepted by the Owner, they will, within ten consecutive calendar days after receiving notice of the acceptance of such Proposal, enter into contract, in the appropriate form, to complete the scope of work at and for the price named in their Proposal and they will furnish to the Owner such surety for the faithful performance of the Contract.

The undersigned hereby agrees that, if this foregoing Proposal shall be accepted by the Owner, they will complete *all work to a point of final completion on or before the dates as stated in the Agreement portion of this specification*. It is agreed that this bid may not be withdrawn for a period of sixty (60) days after the opening date. In submitting this bid it is understood that the right is reserved by the Owner to reject any and all bids or to waive any informalities, as suits the Owner's best interest.

LEGAL ADDRESS, FIRM DESIGNATION AND SIGNATURE

The Undersigned hereby declares that the address given below is the legal address to which all written notices, directives or other communications may be served or mailed:

Street _____

City _____ State _____ Zip _____

The Undersigned declares this bid is submitted in the name of:

Which has the following legal status:

☐ Corporation, organized and operating under the law of the State of

.

☐ Partnership, with partners as follows:

☐ Individual, doing business as

The Undersigned hereby warrants that he has the authority to represent the above-named Bidder and bind said Bidder in any contractual arrangement that may arise from this bid.

Signature

Title

Printed Name

Date

AGREEMENT

THIS AGREEMENT, made between _____ hereinafter called the "Contractor", and **Hayes Township** hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE 1 - THE WORK. It is agreed that the Contractor shall furnish all labor, materials and equipment necessary to perform all the work shown on the Drawings and described in the Specifications entitled:

**Hayes Township
Camp Sea-Gull Drainage Improvements
Contract No. 24-6646**

prepared by Performance Engineers, Inc, acting as the Engineer; and shall do everything required by the Contract Documents; the Contract Documents being hereby defined to include the Advertisement for Bids, Instructions to Bidders, Proposal Form, Agreement, Bonds, Drawings, Special Provisions, Specifications and any supplements thereto agreed to by both parties.

It is further agreed that the work shall be done using the following named materials and types of construction offered either in the base proposal or alternate thereto.

ARTICLE 2 - ALTERATIONS BEYOND WHAT IS LISTED IN PROPOSAL. It is agreed that the Contractor shall make alterations to the work under this Contract as the Owner may especially order in writing. Such alterations shall be paid for at a price mutually agreed upon in writing by the Owner and the Contractor prior to executing the work.

The Owner, at its discretion, may furnish to the Contractor any materials or supplies or transportation required for extra work. The Contractor shall not be entitled to any allowance for percentage on account of materials or supplies or transportation so furnished.

It is agreed that all work that may be ordered by the Owner and performed under the provisions of this Article shall be done by the Contractor in an effective and workmanlike manner and shall be subject to the same restrictions and liabilities as those which apply to the general work of this Contract; and the Contractor will be responsible for the maintenance and protection of such work until the time of the final acceptance of the entire job by the Owner.

It is further agreed that no claim against the Owner on account of alterations shall be valid unless such work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the making up of the final estimate.

ARTICLE 3 – TIME. The Contractor may not begin work on site until after May 26, 2025, and, except as affected by the provisions of Article 4 herein, shall prosecute the work in such a manner as will complete the construction of **all work before December 12, 2025**, excluding the summer boating season of July 1 through August 15, 2025. The Contractor shall diligently prosecute their work so as to complete the entire contract in the shortest possible time, preferably within a period not to exceed three weeks. Substantial completion will be defined as completion of all work

identified within the plans and specifications. If the contractor is in default of these dates, they will be required to pay liquidated damages as stipulated in Article 5. The time of beginning, rate of progress, and substantial completion are considered essential elements of the Contract.

ARTICLE 4 - EXTENSION OF TIME. It is agreed that, if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by acts of providence, or by general strikes, or by court injunction, or by stopping of the work by the Owner because of emergency or public necessity, or by the actions of other contractors engaged in this program, or by reason of alterations ordered by the Owner, the Contractor shall have no valid claim for damages on account of any cause or delay, but they shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred. All other aspects of time extensions are to be followed as depicted in the MDOT 2020 Standard Specifications for Construction with the exception of damages which will be assigned as stipulated in Article 5.

ARTICLE 5 - LIQUIDATED DAMAGES. It is expressly covenanted and agreed that time is and shall be considered of the essence of the Contract. In the event that the Contractor shall fail in due performance of the entire work to be performed under this Contract, or to perform any certain portions thereof which definite stipulations have been agreed to, by and at the times herein mentioned and referred to in Article 3, within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the Contractor shall pay unto the Owner, as and for, liquidated damages and not as penalty, the sum **Two Hundred Dollars (\$350)** for each and every calendar day that the Contractor shall be in default of the respective deadlines. Said sums, in view of the difficulty of estimating such damages with exactness, are hereby expressly fixed and agreed upon as the damages which will be suffered by the Owner for reason of such default. It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of the Contract, which said sums the Owner shall have the right to deduct from any monies in its hands, otherwise due, or to become due, to the Contractor. All other aspects of the MDOT 2020 Standard Specifications for Construction in reference to liquidated damages are to be adhered to other than dollar amount of damages.

ARTICLE 6 - ASSIGNMENT OF CONTRACT. It is agreed that the Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all provisions of the Contract Documents exactly as if performed by the Contractor and their immediate employees and workers. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen their obligations and liabilities under this Agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitable, any of the moneys payable to them under this Agreement, or their claim thereto, except with the written consent of the Owner.

ARTICLE 7- OWNER'S RIGHT TO COMPLETE. It is agreed that, if at any time the Contractor shall be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they should persistently or repeatedly fail to supply enough properly skilled workers or sufficient suitable materials for the work, or if they should habitually fail to make prompt payment to subcontractors

or to pay promptly for materials and labor, or if they should persistently disregard laws or ordinances or the directions of the Engineer, or if they should repeatedly violate any of the substantial provisions of this Agreement; then in such case the Owner establishing that sufficient cause exists to justify such action and stating the nature of said cause and after giving the Contractor and their sureties written notice thereof, may order them to discontinue such work or such part thereof, and shall cease to have any right to the possession of the ground. The Owner shall have the right to finish the work, or such part thereof, by contract or otherwise as they may elect, and for that purpose to take possession and make use of such materials, tools, building appliance and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor, and if such expense shall exceed unpaid balance, the Contractor shall pay to the Owner the amount of such excess.

It is expressly stipulated and agreed that, from and after the date of the order to discontinue work, and until such work shall have been finally completed by the Owner, neither the Contractor nor any of their agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the Owner to do so.

It is further understood and agreed that the foregoing provisions of this Article are without prejudice to any other right or remedy which the Owner may have under this Agreement.

ARTICLE 8 - PAYMENT. It is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under the Contract, the Owner shall pay to them, at the time and in the manner stipulated, an amount based on the measured quantities and the respective unit prices and lump sum prices outlined in the Proposal. Such Contract sum shall be modified by such sums for alterations as may have been determined under the provisions of Article 2 herein and diminished by such sums as the Owner may lawfully deduct and retain as liquidated damages under the provisions of Article 5.

It is agreed that, before the Contractor shall demand partial or final estimates or payments, they shall furnish to the Owner satisfactory evidence that all persons who have supplied labor, materials, or equipment for the work embraced under this Contract have been fully paid for the same, supported by sworn statements; and that, in case such evidence be not furnished as aforesaid, such sums as the Owner may deem necessary to meet the lawful claims of such persons may be retained by the Owner from any moneys that may be due or become due to the Contractor under this Agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the Owner.

As soon as practicable after such estimate is made up and certified by the Engineer, and upon its approval by the Owner, the Owner shall pay to the Contractor, on account, a sum equal to the estimate, except that the Owner may deduct and retain out of any such partial payment a sum for unsatisfactory work or sufficient to meet any undischarged obligations of the Contractor of labor, materials or equipment furnished for the work. No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the Owner shall be deemed or construed as an acceptance of any part of the work under this contract.

As soon as practicable after the satisfactory completion of all work covered by this Agreement, the Engineer will make a final inspection of the work as a whole and will make up a final estimate of the total amount due the Contractor under the terms of the Agreement. Upon the acceptance

of the completed work, the Owner will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the Owner may deem to be necessary to meet the undischarged obligations of the Contractor for labor, materials or equipment furnished for the work **or to correct unsatisfactory work**. The Contractor shall file with the Owner a sworn statement that all claims for amounts due for labor, materials, and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials, and equipment.

ARTICLE 9 - INSURANCE. Contractor shall provide proof of insurance, for the coverage and in the amounts indicated in the Contract Documents, General Conditions, Part 6, prior to commencing any work on the project. The insurance certificates shall include the following as additional named insured: Hayes Township.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in triplicate, this
_____ day of _____, 2025.

WITNESS

OWNER

By _____
William Conklin, Supervisor

By _____
Kristin Baranski, Clerk

WITNESS

CONTRACTOR

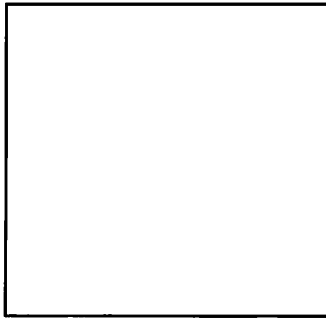
By _____

By _____

INSTRUCTIONS FOR EXECUTING AGREEMENT

If the Contractor be a corporation, the following certificate should be executed.

I, _____, certify that I am the Secretary of the Corporation named as Contractor hereinabove; that _____, who signed the foregoing Agreement on behalf of the Contractor, was then _____ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.



Corporate Seal
(where applicable)

If the Agreement be signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the Agreement copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal, to be true copies.

The full name and business address of the Contractor should be inserted and the Agreement should be signed with their official signature. Please have the name of the signing party or parties typewritten or printed in black ink under all signatures to the Agreement.

If the Contractor should be operating as a partnership, each partner should sign the Agreement. If the Agreement be not signed by each partner there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by one other than the Contractor there should be the signer's authority to execute such Agreement for and in behalf of the Contractor.

GENERAL CONDITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The work under this Contract shall consist of the items listed in the Proposal, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement for Bids, Instructions to Bidders, Proposal Form, Agreement, Bonds, Drawings, Special Provisions, and Specifications as listed in the table of contents hereof together with Addenda issued prior to bidding.
- B. The MDOT 2020 Standard Specifications for Construction are hereby incorporated by reference. The MDOT specifications shall be the basis for all construction on the project unless otherwise modified by the special provisions and/or Project Drawings. The exception being the Division 1 – General Provisions, which are superseded by the General Conditions contained herein.

1.2 DEFINITIONS

- A. Owner
 - 1. The Party executing this contract as "Owner" is the Hayes Township.
- B. Engineer
 - 1. The Project Engineer as authorized by PERFORMANCE ENGINEERS, INC.
- C. Contractor
 - 1. The person, firm or corporation to whom the contract is awarded by the Owner and who is subject to the terms thereof.
- D. Subcontractor
 - 1. A person, firm or corporation supplying labor and/or materials and/or equipment for work at the site of the project per a contractual agreement made by and between the Contractor and said person, firm, or corporation. A Subcontractor shall be bound to all provisions of the contract documents.
- E. Bulletin
 - 1. A written notice by the Engineer to the Contractor requesting an itemized cost quotation for and addition, deletion, or revision in the Work, issued after Award of Contract. Bulletins are not an order or an authorization to proceed with any changes in the Work.
- F. Field Order
 - 1. A written notice of emergency status, issued after Award of Contract, to authorize immediate commencement of revisions described therein, will be appropriate only if it is an issue of health and life safety or necessary to protect the natural resources of the State.
- G. Written Notice
 - 1. Shall be deemed to have been "duly served" when such notice shall have been given or mailed to the Contractor or their superintendent at the site of the work or when such notice shall have been given or mailed to the Owner.

1.3 EXECUTION, CORRELATION AND INTENT

- A. The work to be done is shown on the accompanying set of drawings prepared by PERFORMANCE ENGINEERS, INC., and are hereby made a part of this contract, it being mutually understood and agreed that when taken together, the plans and Contract Documents, including the Specifications and the General Conditions, are complimentary, and what is called for by any one shall be binding as if called for by all.
- B. The intent of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.
- C. These original drawings may be supplemented by other drawings furnished by the Contractor and approved by the Engineer or supplied to the Contractor by the Engineer during the progress of the work as he may deem to be necessary or expedient. All such supplementary contract drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents incurring extra work, unless the Contractor has first brought the matter, in writing, to the owner's attention for proper adjustment before starting on the work covered by such and has received from the owner an order in writing to so proceed.
- D. The original and supplementary drawings constitute the drawings according to which the work is to be done. The Contractor shall keep at the site of the work an approved or confirmed copy of all drawings and specifications and shall at all times give the Engineer and Owner access thereto.
- E. If any omission, or conflict shall be discovered between the specifications and drawings, or within any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the better quality or greater quantity of Work shall be provided, where quality and quantity are approximately equal, the specifications shall take precedence over the drawings; where conflicts cannot be clearly resolved, the Engineer shall decide as to the true intent of the documents.

1.4 MATERIALS AND WORKMANSHIP

- A. Unless otherwise stipulated in the specifications, all equipment, materials, and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kinds and quality of materials as the Engineer may require.
- B. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.
- C. Contractor shall provide a Superintendent on site at all times during performance of the work. The Superintendent shall be charged with the responsibility for maintaining strict discipline and good order among the Contractor's employees and Subcontractors.
- D. Contractor shall ensure that all persons performing work on the project are skilled in the tasks assigned to them. Persons deemed unqualified or otherwise unfit to perform work on the project by the Owner, Engineer, or their authorized representative shall be immediately removed from the project site and not permitted to return without approval by the Owner, Engineer, or their authorized representative.

1.5 ENGINEER'S STATUS

- A. The Engineer or their authorized representative has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- B. The Engineer or their authorized representative shall have the authority to reject all work and materials which do not conform to the provisions of the Contract, and to resolve questions and/or discrepancies which arise in the execution of the work.

1.6 INSPECTOR'S STATUS

- A. The Engineer will appoint on the job inspectors who shall be under their direction. The inspectors on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. The inspector will call to the attention of the Contractor any failure to follow the plans and specifications that they may observe. The inspector shall have the authority to reject materials or suspend the work until any questions on the performance of the work can be referred to and decided by the Engineer. The Inspector shall have no authority to direct the Contractor's work or workmen, to supervise the Contractor's operations or to change the contract plans or specifications.
- B. In no instance shall any action or omission on the part of the inspector release the Contractor of the responsibility of completing the work in accordance with the plans and specifications.

1.7 ESTIMATED QUANTITIES

- A. The quantities of the various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein are approximate.
- B. If in the course of the project the owner adds or removes work from the contract, the unit prices shall be used to adjust the contract amount.
- C. Neither the Owner nor their agents are to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work.

1.8 SAMPLING AND TESTING

- A. Where called for in the specifications, samples of materials in the quality named shall be submitted by the Engineer for approval. Where tests are required, they shall be made at the expense of the Contractor, except as otherwise called for in the Specifications, and unless otherwise stipulated, the required tests are to be made by the manufacturer and their certificate therefore submitted to the Engineer.
- B. The Engineer shall determine which materials are required by the specifications to be factory inspected or to have chemical or physical analysis or other inspection or test. The Contractor shall furnish to the Engineer two copies of orders for all materials requiring such inspection or test as soon as placed. Such orders shall contain complete information including that as to quantity, quality, dimensions, sizes, capacities, and types, and shall contain proper references to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.
- C. All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and testing by the Engineer at any and all times during the

manufacture or construction and at any and all places where such manufacture or construction is carried on. The Engineer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or may immediately terminate the Contract.

- D. The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient conduct of all inspections and tests that may be required by the Engineer. All inspections and tests by the Engineer shall be performed in such a manner as not to delay the work unnecessarily. Special, full size and performance tests shall be described in the specifications. The Contractor shall be charged with any additional cost of inspection when material or workmanship is not ready at the time inspection is requested by the Contractor.
- E. Should it be considered necessary or advisable by the Engineer any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay.
- F. Inspection of material and finished articles to be incorporated in the work at the site may be made at the place of production, manufacture or shipment stated in the specifications; and such inspections and acceptance, unless otherwise stated in the specifications, shall be final, except as regards latent defects, departures from specific requirements of the contract and the specification and drawings made a part thereof, damage loss in transit, fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

PART 2 - OWNER'S RESPONSIBILITY

2.1 SITE OF WORK

- A. The Owner will grant to the Contractor access and use of the subject property to the extent required for the Contractor to complete the scope of work. Such use of the property does not extend to the Contractor's operation for any other purpose, including staging of materials and equipment unrelated to the scope of work contained herein.
- B. The Owner is responsible for providing survey staking at the property corners, defining the limits of Owner's property boundary. Unless otherwise stipulated, the Owner has no ability to extend to the Contractor rights for access, or any other use, outside of the Owner's property boundary. Where the boundary is unclear, the Contractor shall notify the Owner in advance, requesting clarification of the property limits in the area in question prior to performance of any work in that area.
- C. The Owner will defend any suit brought against either party which involves title or ownership of the subject property and the Contractor's use of the property during the project, provided that

such suit is not the result of the Contractor's trespass onto other lands, or other willful or negligent act.

2.2 DOCUMENTS

- A. The number of copies of drawings and specifications deemed necessary, for this project, are 3. Additional sets will be furnished at the cost of reproduction, postage, and handling.

PART 3 - CONTRACTOR'S RESPONSIBILITY

3.1 DUTIES

- A. The Contractor shall assume full responsibility for the work and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to them on account of the amount or character of the work or because the conditions under which the work is done is different, or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of the weather, floods, elements, or other causes, and they shall assume the defense and hold harmless the Owner and its individual officers and agents from all claims relating to labor provided and materials furnished for the work; to inventions, patents, and patent rights used in doing the work; to injuries to any persons or property received or sustained by or from the Contractor, their agents or employees in doing the work or arising out of the work performed or to be performed; and to any act, or neglect of the Contractor, their agents or employees.
- B. The mention of any specific duty or liability of the Contractor in this or in any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the Contractor by the Contract Documents.

3.2 RELATION TO OTHER CONTRACTORS

- A. The Contractor shall so conduct their operations as not to interfere with or injure the work of other contractors or workmen employed on adjoining or related work and they shall promptly make good any injury or damage which may be done to such work by them or their employees or agent.

3.3 SHOP DRAWINGS

- A. Where called for in the specifications, the Contractor shall submit to the Engineer for approval in not less than three copies, details, specifications, cuts and drawings of such equipment and materials as may be required.
- B. The Contractor shall make any changes or alterations required by the Engineer and re-submit same without delay.
- C. The approval of the Engineer shall not relieve the Contractor of responsibility for errors in the drawings as the Engineer's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work.
- D. No work shall be undertaken until the Engineer has approved the shop drawings.

3.4 PERMITS AND REGULATIONS

- A. The Contractor shall secure, at no cost to the Owner, all permits and licenses necessary for the prosecution of the work other than those specifically identified as provided by Owner. The Contractor shall keep themselves fully informed of all laws, ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having jurisdiction or authority over the same.
- B. They shall at all times observe and comply with, and shall cause all their agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees. Provided, that if the drawing and specifications are at variance therewith, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract Documents.

3.5 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract.
- B. They shall furnish and maintain all necessary barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions or as directed by the Engineer, all at no additional cost to the Owner.
- C. The contractor shall take actions as may be necessary in case of an issue involving health and life safety and/or for the protection of the natural resources of the State, without special instructions or authorization from the Owner.
- D. The Contractor shall assume full responsibility of loss or damage to the work during the entire construction period resulting from caving earth and from stones, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the Owner, including fire, vandalism and malicious mischief, and shall turn the finished work over to the Owner in good condition and repair, at the time of the final payment.

3.6 PROTECTION OF ADJOINING STRUCTURES & TREES

- A. The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles, and other surface structures and all water mains, sewers, telephone, gas mains, and other underground services and structures along and near the work which may be affected by their operations, and shall indemnify, defend and save harmless the Owner against all damages or alleged damages to any structure arising out of their work. The Contractor shall bear the cost of repair or replacement of any structure damaged as a result of their operations.
- B. No tree or shrubbery of any kind shall be removed or destroyed by the Contractor without the written permission of the Owner, and the Contractor will be held fully responsible for any damages caused by their work to adjoining trees and shrubs. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replaced in a manner acceptable to the Owner.

3.7 MAINTENANCE OF SERVICE

- A. Drainage through existing sewers and drains shall be maintained at all times during construction and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of work which interfere with the construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained by constructing a satisfactory flume or any other means approved by the Engineer.
- B. All detours shown on the Drawings or required because of the Contractor's Operation shall be built and maintained at the Contractor's expense unless listed otherwise in the plans and specifications.
- C. Safety precautions shall be followed at all street openings; substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic and red flags by day and red or amber lights by nights shall be diligently posted by the Contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction signs shall be erected and maintained by the Contractor. In all cases, the detour roadways shall be maintained so as to keep free from undue dust conditions and reasonably graded.
- D. During the progress of the work, the contractor shall fence off the areas affected by the construction of this project. The public is not to be invited on to this site throughout the construction.
- E. In the event of the Contractor's failure to comply with these provisions, the Owner may with or without notice, cause the same to be done, and will deduct the cost of such work from any money due or to become due the Contractor under this Contract, but the performance of such work by the Owner, or at his insistence, shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

3.8 SUNDAY, HOLIDAY, AND NIGHT WORK

- A. The Contractor is required to prosecute work done under this Contract **between the hours of 7:00 A.M. and 6:00 P.M., unless permission is obtained from the Hayes Township Supervisor**, except to save property or life or as specifically authorized or directed by the owner.

3.9 SANITARY REGULATIONS

- A. Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the Contractor, their use shall be strictly enforced.

3.10 CLEANING UP

- A. The Contractor shall, as directed by the Owner or his authorized representative, remove at their own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from their operations.

3.11 GUARANTEE

- A. The Contractor, as a condition precedent to final payment, shall execute a guarantee to the Owner warranting for a period of one year from the date of final payment to keep in good order and repair any defect in all the work done under this Contract, either by the Contractor or their subcontractors, or the material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship, or arrangements, and any work affected in making good such imperfections shall also be made good, all without expense to the Owner, and the Contractor shall execute, in favor of the Owner, the attached Maintenance and Guarantee Bond.
- B. When the specifications call for a guarantee period greater than one year, the Contractor shall provide such longer guarantee period.

PART 4 - SUBCONTRACTS

- 4.1 The Contractor shall not sublet, assign, or transfer this Contract or any portion thereof or any payments due them thereunder, without the written consent of the Owner.
- 4.2 When assigning or subletting any portion under this contract, the contractor may be requested by the Owner to complete an experience and qualification statement. The Owner may require the submission of any information necessary to satisfy the Owner that the subcontractor is adequately prepared to fulfill the subcontract in accordance with these Contract Documents.
- 4.3 The Contractor shall, as soon as practicable after the signing of the Contract, notify the Engineer and Owner in writing of the names of sub-contractors proposed for the work and shall not employ any that the Engineer or Owner may object to as incompetent or unfit.
- 4.4 If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor and their officers and employees in all respects as if they were employees of the Contractor, and the Contractor shall not be in any manner thereby relieved from their obligation and liabilities; and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

PART 5 - ADMINISTRATION OF THE CONTRACT

- 5.1 CHANGES IN THE WORK
 - A. The Owner shall have the right to require, by written order, changes in, additions to, or deductions from the work required by the Contract Documents.
 - B. Adjustments in the contract price, if any, because of any change, addition, or deduction in the work shall be determined as provided in the Agreement and/or proposal, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction.

- C. No claim for change, addition, or deduction, or adjustment of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of a written order from the Owner specifically authorizing such change, addition, or deduction.

5.2 PAYMENTS WITHHELD

- A. The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect the Owner from loss on account of:
 - 1. Defective work not remedied;
 - 2. Claims filed or reasonable evidence indicating probable filing of claims;
 - 3. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
 - 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - 5. Damage to another contractor.

5.3 PAYMENT NOT TO BE STOPPED

- A. The Owner shall not, nor shall any officer thereof, be precluded or estopped by any return or certificate made or given by the Engineer, or other officer, agent, or appointee, under the provisions of this agreement, at any time (either before or after the final completion and acceptance of the work and payment made therefor pursuant to any such return or certificates showing the true and correct amount of money due therefor, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the Contractor or their sureties, separately or collectively, such sums as may have been improperly paid said Contractor by reason of any such return or certificate which has been untruly or incorrectly compiled.

5.4 FORFEITURE OF CONTRACT

- A. If the work to be done under the Contract shall be abandoned by the Contractor, or if at any time in the judgement of the Owner, the Contractor shall fail to prosecute the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the Owner shall have the right to take possession of the work, including Contractor's plant, supplies, and materials, at any time after having notified the Contractor in writing to discontinue the work under this Contract for said cause or causes, and such action shall not affect the right of the Owner to recover damages resulting from such failure. Upon receiving such notice, the Contractor shall and will, upon demand, immediately give the Owner safe and peaceable possession of the work, including the plant, and shall then cease to have control over any portion thereof or the workers employed thereon.
- B. The Owner may then proceed to complete the work herein specified, by contract or otherwise; and the entire cost of the same shall be charged to the Contractor and deducted from any sum or sums due or to become due under the Contract; the excess cost, if any, to be paid by the Contractor or their sureties, to said Owner.

5.5 NO WAIVER OF CONTRACT

- A. Neither the acceptance of the whole or any part of the work by the Owner or Engineer, or any of its agents, nor any order, measurements, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for the whole or any part of the work by the

Owner, nor any extension of time, nor any possession taken by the Owner or its agents, shall operate as a waiver for any portion of the Contract or any power therein reserved to the Owner, or any rights to damages therein provided; nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

PART 6 - INSURANCE

6.1 GENERAL

- A. The Contractor shall not commence work or continue work, nor shall they allow any subcontractor to commence or continue to work under this contract, until all insurance policies or certificates of insurance required under this paragraph have been submitted to the Owner and approved by the Owner.
- B. The Contractor, at their option shall, either,
 - 1. Require each of their subcontractors to procure and maintain during the life of their subcontract, Workman's Compensation Insurance, Subcontractor's Public Liability and Property Damage Insurance, Subcontractor's Motor Vehicle Bodily Injury and Property Damage Insurance, and Owner's and Contractor's Protective Public Liability and Property Damage Insurance of the types and in the amounts as specified for the Contractor
 - 2. Insure the activities of their subcontractors in their own policies

6.2 WORKMAN'S COMPENSATION INSURANCE

- A. The Contractor shall procure and shall maintain during the life of this contract Workman's Compensation Insurance as required by Michigan State law for all of their employees to be engaged in work on the project under this contract; and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work.
- B. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate Employer's Liability Insurance for the protection of the employees not so protected.

6.3 CONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

- A. The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of each accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000 each accident, and \$1,000,000 aggregate.

6.4 CONTRACTOR'S MOTOR VEHICLE BODILY INJURY AND PROPERTY DAMAGE INSURANCE

- A. The Contractor shall procure and shall maintain during the life of this Contract, Motor Vehicle Bodily Injury and Property Damage Insurance (Comprehensive Form) in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and in an amount not less

than \$2,000,000 for each accident, and property damage in an amount not less than \$1,000,000 for each accident.

- B. The Contractor Shall procure and shall maintain during the life of this Contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance (Comprehensive Form) in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and in an amount not less than \$1,000,000 for each accident, and property damage in an amount not less than \$1,000,000 for each accident.

6.5 ADDITIONAL NAMES INSURED

- 6.6 Sub-contractor shall include the additional named insured as set forth in the Agreement contained herein plus any additional municipality or agency that may be created and exists at the time of award of this Contract.

6.7 PROOF OF INSURANCE

- A. The Contractor shall provide the Owner with certificates and policies listed below at the time contracts are returned by them for execution. Each such certificate and policy shall contain a guarantee by specific endorsement that ten (10) days notice shall be given to the Owner prior to cancellation of, or change in, any such insurance. Where the Contractor does not insure the activities of their Subcontractors in their own policies, the Contractor shall require each of his Subcontractors similarly to furnish the Owner with certificates and policies listed below containing the guarantee of ten (10) days notice by specific endorsement. The Contractor shall submit Subcontractor's certificates and policies with the written request to the Owner for Subcontractor approval.
1. Three (3) copies of Certificate of Coverage of Contractor's and/or Subcontractor's Workmen's Compensation Insurance.
 2. Three (3) copies of Certificate of Coverage of Contractor's and/or Subcontractor's Public Liability and Property Damage Insurance.
 3. Three (3) copies of Certificate of Coverage of Contractor's and/or Subcontractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired, and non-owned vehicles.

END OF SECTION

SPECIAL PROVISIONS

TABLE OF CONTENTS

Mobilization
Utility Coordination
Sidewalk, Concrete
Pavement, Concrete
Restoration

**SPECIAL PROVISION
FOR
MOBILIZATION MODIFIED**

- a. **Description.** It is the intent of the Owner to compensate the Contractor for the preparatory work and operations associated with the project based on a lump sum unit price for the entire project.
- b. **Materials.** None.
- c. **Construction.** The mobilization pay item does not cover any specific construction, but rather is intended to compensate the Contractor for the following types of intangibles directly related to the project:
1. The movement of personnel, equipment, supplies, and incidentals to the project site.
 2. The establishment of the Contractor's field operations to support the work.
 3. Other work and operations the Contractor must perform.
 4. Expenses incurred before beginning work on pay items, such as bonding costs.
 5. Pre-construction costs, exclusive of bidding costs, that are necessary direct costs to the project rather than directly attributable to a specific pay item.
- d. **Measurement and Payment.**

The lump sum mobilization pay item will be paid to the Contractor in a prorated schedule, in accordance with the percentage of the original contract value that has been completed at the time of the partial payment request. The following schedule will be used to calculate the amount of the mobilization pay item due:

**Mobilization
Partial Payment Schedule**

Percent of Original Contract Value Earned	Total Percent of Unit Price Paid
First Pay Request	50
33	75
66	100

UTILITY COORDINATION CLAUSE

For protection of underground utilities and in conformance with Public Act 174 of 2013, the Contractor shall call Miss Dig at 811, a minimum of three full working days, excluding Saturdays, Sundays, and holidays, prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "Miss Dig" alert system.

Work stoppages by employees of utility companies, which results in a delay of utility revisions on any portion of this project, may be considered the basis for a claim for an extension of time for completion, but will not be considered the basis for a claim for extra compensation or an adjustment in contract unit prices.

**SPECIAL PROVISION
FOR
SIDEWALK CONCRETE, 4 INCH, MODIFIED**

a. Description. This work consists of constructing a concrete sidewalk and curb ramps in accordance with standard specifications, except as modified by this special provision and the details shown on the plans.

b. Materials. Furnish materials in accordance with subsection 803.02 of the MDOT 2020 Standard Specifications for Construction.

c. Construction. Construct sidewalk in accordance with subsection 803.03 of the MDOT 2020 Standard Specifications for Construction and standard plan R-28 and R-29 series, except ensure that all joints are saw cut. Tooled joints are prohibited. Texture with a light broom finish.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Sidewalk, Conc, 4 inch, Spec	Square Foot
Curb Ramp, Conc, 6 inch, Spec	Square Foot

1. **Sidewalk, Conc, 4 inch, Spec** will be paid for by the thickness specified as measured in place.

2. **Curb Ramp, Conc, 6 inch, Spec** will be paid for by the thickness specified as measured in place.

**SPECIAL PROVISION
FOR
CONCRETE, 6 INCH, SPECIAL**

a. Description. This work consists of constructing a 6-inch reinforced concrete over prepared soil in accordance with standard specifications, except as modified by this special provision and the details shown on the plans.

b. Materials.

1. Furnish materials in accordance with subsection 803.02 of the MDOT 2020 Standard Specifications for Construction.

2. Steel-Welded Wire Reinforcement: 4x4 – W4.0 x W4.0 WWF reinforcement, placed at sidewalk mid-depth (4-inch cover). Furnish WWF epoxy coated or galvanized meeting the requirements of section 905 of the MDOT 2020 Standard Specifications for Construction.

c. Construction. Construct concrete in accordance with subsection 803.03 of the MDOT 2020 Standard Specifications for Construction and standard plan R-29 series, except ensure that all joints are saw cut. Tooled joints are prohibited. Texture with a light broom finish.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Conc, 6 inch, Spec	Square Foot

Conc, 6 inch, Spec will be paid for as specified and measured in place.

**SPECIAL PROVISION
FOR
RESTORATION**

- a. Description.** This work consists of preparing the soil, and hydro-seeding to permanently stabilize construction and establish grass cover, at the locations shown on the plans.
- b. Materials.** In general, the materials shall conform to Section 917 of the MDOT 2020 Standard Specifications for Construction, as identified within Section 816.02. The following additional requirements will supersede the standard specifications:

1. **TOPSOIL:** Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plant roots, stocks, and other foreign materials, with a range of between pH 6.0 and 6.8. Provide topsoil free of substances harmful to the plants which shall be grown in the soil. Topsoil shall be a minimum of 4 inches thick installed depth.
2. **WATER:** Turf and landscape plantings shall be watered using clean potable water from a source approved by the Engineer.
3. **SEED:** Seed shall be delivered to the site in the original packaging of the manufacturer. Each package shall clearly identify the dealer's guarantee as to the year grown, percent composition by weight, percent purity, percent at age of germination and the date of the test by which germination and purity were determined. The type of seed mix shall be a Rhino Class A mix as follows:

SEED MIX:

- 40% Cr. Red Fescue
 - 30% Turf Type Per. Rye
 - 30% Kentucky Bluegrass 98/80
4. **FERTILIZER with WEED CONTROL:** Fertilizer shall be delivered to the site in the original packaging of the manufacturer. Product shall include the **Preemergent Weed Control 0.08% Mesotrione**.
 - Recommended product is Lebanon Turf Pro Scape 21-22-4 starter fertilizer with 0.08% Mesotrione Preemergent Weed Control.
 5. **MULCH:** Use mulch and mulch anchoring suitable for use in hydro-seeding, conforming to the material specifications of Section 917.
- c. Construction.** Contractor shall construct all turf establishment pay items in accordance with the 2020 MDOT Standard Specifications for Construction provided within Section 816.03, except as otherwise superseded here.

A. **HYDRO-SEEDING:** All turf establishment shall be performed through hydro-seeding, no broadcast seeding will be permitted, unless specifically authorized by the Engineer. Hydro-seeding shall be performed according to the following specifications:

1. Seedling dates shall be in the fall between August 15 and September 15 or after October 30 for dormant seeding. Changes in the above dates may be permitted with approval by the Owner.
2. Moisten surface to ½" minimum before seedling.
3. Apply seeded slurry with a hydraulic seeder at a rate of 8 lbs per 1000 sq. ft. evenly in two intersecting directions.
4. Apply starter fertilizer directly onto the seeded area at a rate of 4 lbs per 1000 sq. ft. evenly in two intersecting directions.
5. Do not hydro-seed area in excess of that which can be mulched on same day.
6. Immediately following seeding, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
7. Apply water with a fine spray immediately after each area has been mulched. Saturate to 3 inches of soil.

B. **SEED PROTECTION**

1. Cover seeded slopes where grade is 1:3 or greater with erosion control blanket. Roll blanket onto slopes without stretching or pulling. UV degradable nets will not be allowed on this project.
2. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Provide 12 inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
3. Secure outside edges and overlaps at 36 inch intervals with stakes or staples.
4. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
5. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

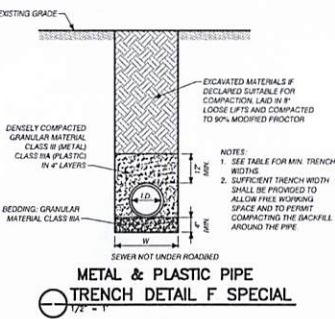
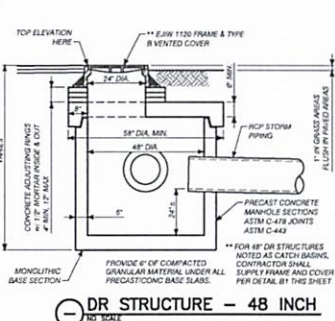
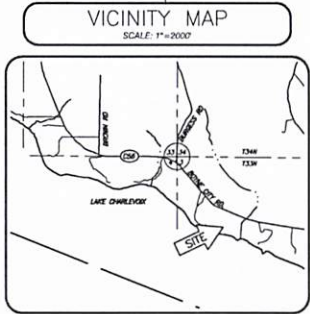
d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Items

RESTORATION

Pay Unit

LSUM

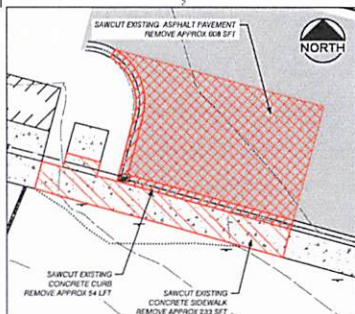


MINIMUM TRENCH WIDTH					
PIPE I.D. (INCHES)	LESS THAN 18"	21"	24"	30"	36"
TRENCH WIDTH (FEET)	3.0	3.5	4.0	5.0	6.0

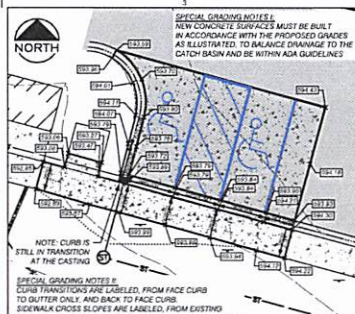
MINIMUM TRENCH WIDTH					
PIPE I.D. (INCHES)	42"	48"	54"	60"	66"
TRENCH WIDTH (FEET)	7.0	8.0	8.5	10.0	10.5

MINIMUM TRENCH WIDTH					
PIPE I.D. (INCHES)	78"	84"	90"	96"	102"
TRENCH WIDTH (FEET)	11.5	12.0	12.5	13.0	13.5

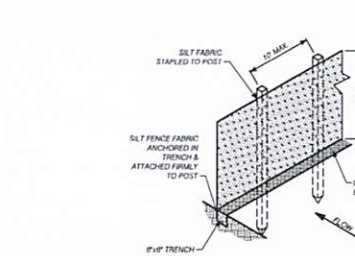
MINIMUM TRENCH WIDTH TABLE



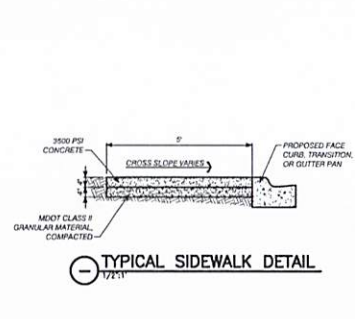
REMOVALS



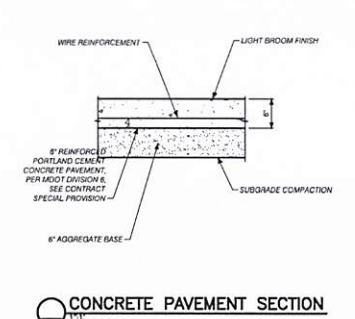
GRADING PLAN



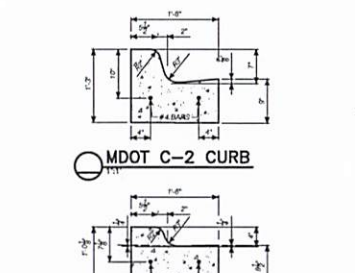
SILT FENCE DETAILS



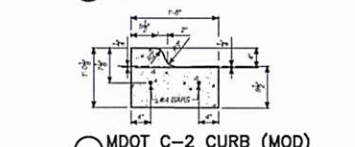
TYPICAL SIDEWALK DETAIL



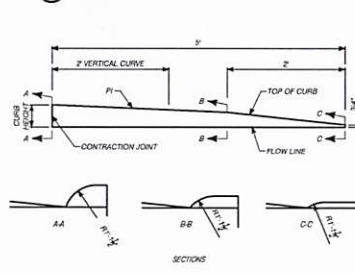
CONCRETE PAVEMENT SECTION



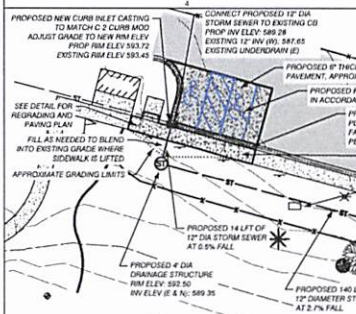
MDOT C-2 CURB



MDOT C-2 CURB (MOD)



B2 - TRANSITION CURB SECTION



SITE PLAN

1. MOOT DESIGNATION REFERS TO THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION CURRENT CONSTRUCTION AND MATERIAL SPECIFICATIONS AND STANDARD CONSTRUCTION DRAWINGS.
2. ALL MATERIALS AND CONSTRUCTION METHODS USED FOR PAVEMENT CONSTRUCTION SHALL CONFORM TO MOOT SPECIFICATIONS UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH ALL UTILITY COMPANIES INCLUDING BUT NOT LIMITED TO ELECTRIC, NATURAL GAS, AND TELEPHONE. IN ADDITION THE CONTRACTOR SHALL PROVIDE THE NECESSARY TRENCHING REQUIRED FOR UTILITY INSTALLATION.
4. BEFORE FINAL ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL REMOVE ALL FILL, SURPLUS, UNUSED MATERIALS, EROSION CONTROL DEVICES AND RUBBER. THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL MACHINERY, EQUIPMENT, AND SURPLUS MATERIAL AND LEAVE ALL AREAS OCCUPIED BY THE CONTRACTOR IN A NEAT AND PRESENTABLE CONDITION SATISFACTORY TO THE ENGINEER.

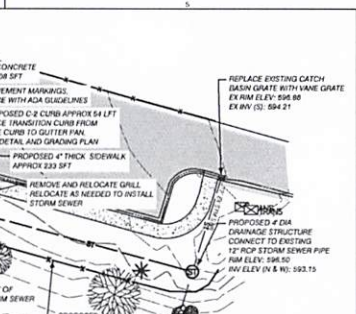
SITE GENERAL NOTES

1. ALL STORM SEWER PIPING SHALL BE RCP CLASS II PIPE, SIZED ACCORDING TO THE INFORMATION PROVIDED ON THE PLANS. PIPING SHALL BE PLACED IN A STRAIGHT ALIGNMENT AND AT A CONSISTENT GRADE, STRUCTURE TO STRUCTURE.
2. ALL STORM STRUCTURES SHALL BE PROTECTED DURING CONSTRUCTION TO MINIMIZE THE ACCUMULATION OF DIRT AND DEBRIS. CONTRACTOR SHALL PROVIDE A CLEAN MANHOLE AT THE END OF CONSTRUCTION WITH A SUMP FREE OF CONCRETE, DIRT, OR OTHER DEBRIS.

STORM CONSTRUCTION NOTES

1. ALL EROSION CONTROL MEASURES SHALL MEET THE STANDARDS AND SPECIFICATIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION, SIZE, EROSION AND SEDIMENTATION CONTROL MANUAL.
2. ALL EROSION CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION IS DEFINED AS WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A LUPINUM VEGETATIVE COVER OF 70% OF THE CENTER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
3. IF SOIL EROSION IS UTILIZED, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT AND AVOID EROSION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE RETENTION AREA AFTER THE STABILIZATION OF THE SITE.
5. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE THIRD THE HEIGHT OF THE SILT FENCE.
6. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT. THE MEASURES SHALL BE REPAIRED, REPLACED, OR SUPPLEMENTED AS NEEDED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENTATION CONTROL MEASURES AS NECESSARY TO BE MAINTAINED IN FULLY FUNCTIONAL CONDITION THROUGHOUT THE ENTIRE PROJECT.
8. CONSTRUCTION MANAGER MAY ADJUST LOCATIONS OF EROSION CONTROL MEASURES AS REQUIRED THROUGHOUT THE PROJECT.
9. RETENTION AREAS AND SLOPES SHALL BE SEED IMMEDIATELY AFTER GRADING OPERATIONS TO MINIMIZE EROSION.
10. ALL EXISTING TREES TO BE SAVED SHALL HAVE SOIL EROSION FENCING PLACED AROUND THE BASE AND CONSTRUCTION FENCING TO THE DRAIN LINE.

EROSION CONTROL NOTES



SITE GRADING NOTES

1. STORMWATER CONTROL IS THE OVERALL INTENT OF THE PROJECT.
2. INTERCEPTING WATER AT THE CULVERT STORM PIPE, ON THE EAST SIDE OF THE PROJECT, IS REQUIRED TO PREVENT FURTHER EROSION OF THE KATKA LAUNCH AREA ON THE SHORE OF LAKE OKAUCHEE.
3. IMPROVEMENTS TO THE SIDEWALK, CURB, AND A PARKING AREA ARE INTENDED TO PREVENT WATER FROM PASSING OVER THE SIDEWALK. THE GRADES, AS ILLUSTRATED ON THE PLAN, ARE CRITICAL TO CHANNEL THE WATER TO THE CATCH BASIN, WHILE CONFORMING TO MAXIMUM ALLOWABLE GRADES ON ADA PARKING AREAS.

PROJECT INTENT NOTES

1. CONTRACTOR SHALL DETERMINE THAT THE SITE BENCH MARK OR BENCH MARKS ARE THE ACTUAL INTENDED MARKS AND ARE STILL AT PROPER ELEVATION.
2. SUBGRADE FOR CONCRETE AND PAVEMENT SHALL BE PREPARED IN ACCORDANCE WITH MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) CONSTRUCTION AND MATERIAL SPECIFICATION 2.28.
3. FILL MATERIAL SHALL BE SPREAD IN UNIFORM LAYERS NOT TO EXCEED 6 INCHES (GROSS MEASURE) IN THICKNESS, APPROXIMATELY PARALLEL TO FINISH GRADES. SPREADING OF MATERIALS SHALL FOLLOW DUMPING AS CLOSELY AS PRACTICABLE. EACH LAYER SHALL BE COMPACTED TO REQUIRED WITH DENSITY BEFORE NEXT LAYER IS PLACED.
4. IF FILL MATERIAL IS TOO DRY, SPRINKLING SHALL BE REQUIRED TO PROVIDE PROPER MOISTURE CONTENT FOR MAXIMUM COMPACTION. FLOODING OR PLUNGING WILL NOT BE PERMITTED. WET MATERIAL SHALL BE ALLOWED TO DRY TO PROPER MOISTURE CONTENT BEFORE PLACEMENT OR COMPACTION.
5. REMOVE TOPSOIL FROM AREAS TO BE FILLED AND GRADED AND ALL AREAS OF CONSTRUCTION. REMOVE FULL DEPTH OF TOPSOIL AND AVOID MIXTURE OF SUBSOIL, DEMOLITION DEBRIS, OR OTHER CONTAMINANTS.
6. REPLACEMENT OF TOPSOIL, 4 INCH THICK MINIMUM, AND FINE GRADING THEREOF SHALL BE REQUIRED WITHIN ALL AREAS OF THE SITE DISTURBED BY CONSTRUCTION ACTIVITIES.
7. TOPSOIL SHALL BE RAKED TO REMOVE DEBRIS AND TO PREPARE IT FOR SEEDING. LUMPS SHALL BE BROKEN AND SPREAD. STONES, DEBRIS ETC., SHALL BE REMOVED AND DISPOSED OFF SITE.
8. EXCESS TOPSOIL SHALL REMAIN PROPERTY OF OWNER AND BE SPREAD OR STOCKPILED ON SITE AS DIRECTED BY THE OWNER.
9. WHEN OTHER SITE WORK HAS BEEN SUBSTANTIALLY COMPLETED, CONTRACTOR SHALL FINISH GRADE AREAS TO BE SEED. SUCH GRADING SHALL BRING GRADES SMOOTH, TRUE AND EVEN SURFACES WITH USE OF MOTOR POWER GRADERS, SUPPLEMENTED BY HAND WORK AND RAKING, AS REQUIRED.
10. BEFORE SEEDING, SURFACES SHALL BE CLEANED OF CONSTRUCTION DEBRIS, SUCH AS RUBBER, WIRE, GRADE STAKES AND OTHER OBJECTS.
11. SEEDING SHALL BE APPLIED AT A RATE OF 8 POUNDS PER 1000 SQ. FT. AFTER SEEDING, SURFACE SHALL BE COMPACTED USING ROLLER ROLLING 80-90 LBS. PER LINEAL FOOT OF ROLL.
12. STRAW MULCH SHALL BE APPLIED AT A RATE OF TWO BALES PER 100 SQ. FT. MOISTEN STRAW TO PROMOTE GERMINATION.

SITE GRADING NOTES

Hayes Township Brush Removal 2025 R2

Date 4/11/2025
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 limbs/brush/branch debris piles that are placed along roads within Hayes Township and that are placed along residences properties. No limbs/brush/branches will be removed along County Roads that the Road Commission will take care of.. Work includes (2) trucks to haul wood chips with (1) truck hauling 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 with a crew or 3/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: \$65,094.32

PROJECT TOTAL: \$65,094.32

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

installation.

- Client engineered projects may not be accepted and/or quoted if not agreed that the structure is the best viable approach to the shoreline restoration.

By 
Bryan Sirmons

Date 4/11/2025
Landscape Logic

By _____

Date _____
Hayes Township



clerk hayestownshipmi <clerkhayestownshipmi@gmail.com>

Landscape Logic - Proposal V2

2 messages

Bill Conklin <supervisorhayestownshipmi@gmail.com>

Fri, Apr 11, 2025 at 8:12 PM

To: Bryan Sirmons <Bryan@landscape-logic.com>, Troy Bradberry <troy@landscape-logic.com>

Cc: Kristin Baranski Clerk <clerk@hayestownshipmi.gov>

Hello Bryan and Todd -

The Clerk (Kristin) asked that I answer your inquiries which are listed below:

1) Are the Primary roads and state highway to be cleaned up by the county ?

ANSWER: YES -- I advised Pat Weeks (Manager, Charlevoix Rd Comm) that we would be cleaning up the limbs and branches in front of the residences in Hayes Twp as that was/is the major concern and he was happy with that as it may take the Rd Comm many months to get to the Hayes Twp roads... therefore, primary roads without residences will be cleaned up by the County Rd Comm and will not be our focus for cleanup.

The state highway (US-31) in Hayes Twp is essentially completed since I drive that route almost daily...and we are not responsible for US-31.

2) How far off the centerline of roads are we responsible for ?

ANSWER: We will advise the residents who want to have their limbs and branches removed that they must have that material within 15-25 feet of the roadway at maximum (large pile may cause this); most that I see have the brush within 10 feet of the edge of the road even in subdivisions - we do not require you or any prospective contractor to remove any debris from side yards or backyards --- BUT we would like to give the residents TIME or NOTICE when it has to be near the road -

3) Will there be designated dump sites for debris?

ANSWER: Reith-Reilly has given us permission to allow the prospective contractor to dump the wood chips in their open area off US-31 near Bayshore - Jim Pemberton is the contact person and we reviewed the area today which will accommodate 50 plus dump loads of wood chips; if we need more room then we can coordinate with Jim who will get his Front-End Loader Operator to make more room for us...

Second site: The Board has not decided whether to utilize Camp Sea-Gull - area up to the West of the Tennis Courts and Shed as of this date; the Board will have to advise on that possibility === it is a possibility.

Third site: The Charlevoix Rod & Gun Club is considering our request and I will know more this weekend from them - that would give us 3 locations.

If you have any questions, you may call me at 231-373-0059 or e-mail at your convenience - but if you send an e-mail send me a text as then I can answer promptly -

Thank you,

Bill Conklin, Supervisor

Bill,

Please answer the below email as you have more information about this matter.
Sent from my iPhone

Begin forwarded message:

From: Bryan Sirmons <Bryan@landscape-logic.com>
Date: April 11, 2025 at 5:00:47 PM EDT
To: clerk@hayestownshipmi.gov
Cc: Troy Bradberry <troy@landscape-logic.com>
Subject: Landscape Logic - Proposal V2

Good afternoon Matt,

Please find attached the updated proposal for the township clean up. I have updated the proposal after careful review of the email sent to us this morning. I do have a few clarifying questions for the township.

- 1) Are the Primary roads and state highway to be cleaned up by the county ?
- 2) How far off the centerline of roads are we responsible for ?
- 3) Will there be designated dump sites for debris?

Regards,

Bryan Sirmons
Project Manager

LANDSCAPE LOGIC

PO Box 72

6247 US HWY 31 S

Charlevoix, MI 49720
T 231-547-3472 F 231-547-3492

WWW.LANDSCAPE-LOGIC.COM

Bryan Sirmons <Bryan@landscape-logic.com> Sat, Apr 12, 2025 at 9:17 AM
To: Bill Conklin <supervisorhayestownshipmi@gmail.com>, Troy Bradberry <troy@landscape-logic.com>
Cc: Kristin Baranski Clerk <clerk@hayestownshipmi.gov>

Good morning Bill,
Thank you for answering our questions. We look forward to hearing from you soon.

Get [Outlook for iOS](#)

From: Bill Conklin <supervisorhayestownshipmi@gmail.com>
Sent: Friday, April 11, 2025 8:12:56 PM
To: Bryan Sirmons <Bryan@landscape-logic.com>; Troy Bradberry <troy@landscape-logic.com>
Cc: Kristin Baranski Clerk <clerk@hayestownshipmi.gov>

[Quoted text hidden]

[Quoted text hidden]



clerk hayestownshipmi <clerkhayestownshipmi@gmail.com>

10am 4/24 Charlevoix MMPC Meeting Notice and Agenda

1 message

Mathew Cooke <mathew.cooke@networksnorthwest.org>

Mon, Apr 14, 2025 at 9:43 AM

Good Morning All,

Please take note that the next Charlevoix County Materials Management Planning Committee meeting will be held on **Thursday, April 24, 2025 at 10:00 a.m. at the Shirley Roloff Center in the Committee Room (13513 Division Street Charlevoix, MI 49720).**

Please see the attached notice and agenda for the meeting. Please also note the [Charlevoix County Materials Management Plan Resource webpage](#) where notices, agenda packets, minutes, and plan documents (as they are developed) can be found.

This communication is required to be sent to the local units of government in the planning area, per the Natural Resources and Environmental Protection Act, Act 451 of 1994 Subpart 11 Materials Management Plans. I believe we have made any corrections noted to the list below, but please let me know if there are any changes needed or missed.

As always, please let me know if you have any questions or concerns!

Mathew

Organization Name	Clerk Email Address	CEO Email Address
Bay Township	clerk@baytownshipmi.org	supervisor@baytownshipmi.org
Boyne Valley Township	clerk@boynevalleytp.org	supervisor@boynevalleytp.org
Chandler Township	mgmco@freeway.net	dhoward5599@yahoo.com
Charlevoix Township	clerk@charlevoixtownship.gov	supervisor@charlevoixtownship.gov
Evangeline Township	clerk@evangelinetwp.org	supervisor@evangelinetwp.org
Eveline Township	evelinesupervisor@gmail.com	evelinetwpclerk@gmail.com
Hayes Township	clerk@hayestownshipmi.gov	supervisor@hayestownshipmi.gov
Hudson Township	randiterry62@gmail.com	terryerber24@gmail.com
Marion Township	timmatchett@hotmail.com	24haydendvoracek@gmail.com
Melrose Township	melrose@melrosetwp.org	Rberry@melrosetwp.org
Norwood Township	trusteeb@norwoodtp.org	trusteea@norwoodtp.org
Peaine Township	peainetownshipclerk@gmail.com	peainetownship@gmail.com
St. James Township	clerk.stjamestwp.bi@gmail.com	supervisor.stjamestwp.bi@gmail.com
South Arm Township	southarmclerk@gmail.com	southarmsupervisor@gmail.com
Wilson Township	wilsonclerk49712@gmail.com	wilsonsupervisor49712@gmail.com
Village of Boyne Falls	village011@centurytel.net	
City of Boyne City	jpuroll@boynecity.com	commissionernemecek@gmail.com
City of East Jordan	cwilson@eastjordancity.org	mlindenthal@eastjordancity.org
City of Charelvoix	sarahd@charlevoixmi.gov	lyleg@charlevoixmi.gov

--
Mathew Cooke, M.P.A.

Community Planner

PO Box 506 | Traverse City, MI | 49685

D: (231) 929-5056

C: (231) 944-8520



2 attachments

 **4-24-2025 CHX MMPC Agenda.pdf**
182K

 **4-24-2025 Chx Meeting Public Notice.pdf**
54K

PUBLIC NOTICE OF MEETING OF
THE CHARLEVOIX COUNTY MATERIALS MANAGEMENT PLANNING COMMITTEE

The next meeting of the Charlevoix County Materials Management Planning Committee (MMPC) will be held on Thursday, April 24, 2025 at 10:00 a.m. in the Committee Room at the Shirley Roloff Center, 13513 Division St, Charlevoix, MI 49720.

The Charlevoix MMPC is a body of material management and local government representatives tasked with the creation of the Charlevoix County Materials Management Plan which will regulate solid waste disposal, recycling, composting, and other activities within the County. The meeting agenda will include public comment, a Department of Environment, Great Lakes, and Energy Materials Management presentation, review and consideration of draft committee bylaws, review and consideration of the draft MMP Work Plan, and a general discussion of Materials Management .

Please take note that MMPC meetings are open to the public with notice of these meetings being posted at nwm.org/MMP, <https://www.charlevoixcounty.org>, and physically at the Charlevoix County Shirley Roloff Center.

**Charlevoix County
Materials Management Planning Committee**

Date: April 24, 2025
Time: 10:00 a.m. – 12:00 p.m.
Location: Shirley Roloff Center
Committee Room
13513 Division Street
Charlevoix, MI 49720

PROPOSED AGENDA

- I. Welcome and Introductions
- II. Public Comment
- III. Approval of Agenda
- IV. Approval of March 27, 2025 Meeting Minutes
- V. EGLE MMP Presentation
- VI. Bylaw Review, Discussion, and Consideration of Approval
- VII. Work Program Review, Discussion, and Consideration of Approval
- VIII. Materials Management Plan Discussion
- IX. Committee Member Comments
- X. Public Comment
- XI. Adjourn

Posted: _____

Signature: _____

HAYES TOWNSHIP
BOARD OF TRUSTEES SPECIAL MEETING
April 8TH, 2025 6:00 PM
HAYES TOWNSHIP HALL
09195 MAJOR DOUGLAS SLOAN RD
CHARLEVOIX, MICHIGAN 49720
ZOOM 849 2451 3210

The April 8th, 2025, meeting of the Hayes Township Board was called to order by Supervisor William Conklin at 6:00 pm.
Board members present were Matt Cunningham (Trustee), Julie Collard (Treasurer), Doug Kuebler (Trustee), April Hilton (Deputy Clerk/Recording Secretary), William Conklin (Supervisor) and Kristin Baranski (Clerk)
Audience Members signed in: Dan Thorpe, Dan Berg, Rick Golding, Jim McMahon, Diane McMahon, Jerry Mills, Mary Mills, Joshua Creguer, Kathy Simon, Christopher Mills, Tim Boyko, Ray Cunningham, John McDonald, David Zipp, Diane Conklin, Chelsea Mills, and Chris Kettel.

CALL TO ORDER

Supervisor William Conklin called the meeting to order at 7:00 pm.

REVIEWED & APPROVED AGENDA

Ms. Baranski made a motion, supported by Mr. Kuebler to approve the agenda as presented.
Yays: Matt Cunningham, Julie Collard, Doug Kuebler, William Conklin, and Kristin Baranski.
Nays: None Motion Carried

PUBLIC COMMENTS UNRELATED TO AGENDA ITEMS

Public comment opened and closed at 6:01.

Public comments included:

- Glad the Board is holding this meeting tonight. Would like a recap of this meeting in the next Voice. Feel many residents are in need of help with removal of fallen trees and brush, due to many not having access to trailers or trucks to haul it away.
- Thanks the township for holding this meeting, they have reviewed Emmet and Charelvoix County plans and do not see a plan they appreciate. They plan to burn the fallen brush on their property and would not suggest the Township burn all the green wood for the amount of smelly smoke it produces. Agrees there are many overwhelmed residents.
- Stated themselves and many others have a large amount of downfall to the point where they can not haul or burn it themselves. What is available to residents within the State of Emergency.

HAYES TOWNSHIP
BOARD OF TRUSTEES SPECIAL MEETING
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- Thanked Matt Cunningham and his crew for their volunteer time to clear roads.
- Stated they would like to see the township create a plan and assist the residents that need it. The damage around the township is extensive, would like the township to create an emergency action plan for the township to use in future disasters.
- Stated they were able to find someone come and haul there fallen trees away, suggest the township post information to help residence find resources to help them.

Closed at 6:11

HAYES TOWNSHIP EMERGENCY STORM CLEAN-UP:

Dakota Baker Senator Deputy Chief of Staff stated the Senators team has been active in the hard hit areas and their first action was to declare a State of Emergency for the area and send out Facebook post with resource information. Have seen amazing neighbors helping neighbors through the disaster. They are trying to explain the scope of the disaster state wide for recovering resources from downstate.

Mr. Conklin requested information regarding reimbursement for townships from the state.

Mr. Baker stated they are currently researching federal funds. At this time they are only including what the state has spent to generate a scope of the cost. Senator's priority is to express the scope of the disaster at the federal level.

Board of Trustees discussed several ways that residents can be assisted with 2025 ice storm clean up.

Curd side debris pick up (similar to spring clean up with similar cost- may mean no spring clean up for next year due to budget).

Supervisor proposed a plan for himself and volunteers to go along selected roadways and chip debris. Board members stressed concerns for the volunteers safety and volunteer numbers.

Concerned not every resident would receive service within the proposed time frame.

A free debris drop off point within the township and burning by the Charlevoix Fire Department is another possibility. Concerns of the smoke and residents not having the ability to move debris to the location. Clerk suggested the volunteer teams could pick up debris and bring it to the location for residents.

HAYES TOWNSHIP
BOARD OF TRUSTEES SPECIAL MEETING
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Board Members reminded resident to be patient, The Charlevoix County Road Commission is responsible for all fall debris within the road right of way and to not add debris to the road right away for it is illegal.

EMERGENCY ASSISTANCE COMMITTEE DISCUSSION:

Board of Trustees discussed an Emergency Assistance Committee and what role such a committee may assist in future emergency situations within Hayes Township. Clerk Baranski will talk with Richard Golding and Charlevoix County Emergency response for further research.

PUBLIC COMMENTS: Public comments opened at 7:33 pm.

Comments included:

- Suggested both ideas for volunteer and professionals chipping and perhaps alternating weekends between them both. Suggested the township compile a list of residence needing assistance. Also suggested reaching out to Reith Riley and request using the green pit for a debris drop off location.
- Stated the last time he remembers a board having to discuss an emergency plan was after 9-11. Feels the board is on the right track with the discussion tonight. Stated the supervisors plan may work in a perfect world, however agrees with the clerks point that peoples lives get busy and volunteer numbers may decrease over time. Concerned the Landscape Logic bid is low, believes the amount of work a contracted company would run into at each parcel would be well over the \$40,000 estimated bid. Appreciates the boards efforts.

Public comments closed at 7:35 pm

BOARD OF TRUSTEE COMMENT:

Mr. Kuebler asked the boards opinion of requesting donations from residents for the township to assist residents with storm clean up in their yards.

Ms. Collard stated the township has a donation policy and it is up to the township board discretion how donation funds are used. All donations collect for a specific project have to be kept in a separate fund.

HAYES TOWNSHIP
BOARD OF TRUSTEES SPECIAL MEETING
April 8TH, 2025 6:00 PM
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97 Mr. Conklin stated in the event of a wood chipper being available in a central location, some
98 residence with large amounts of debris may not be able to haul their debris off their
99 property.

100 Mr. Cunningham suggested for the residents with large amount of trees and fallen debris to
101 contact a logger.

102

103 **ADJOURNMENT:** Ms. Baranski made a motion, supported by Mr. Kuebler to adjourn at
104 7:45 p.m.

105 Yeas: Matt Cunningham, Julie Collard, William Conklin, Doug Kuebler and Kristin Baranski.

106 Nays: None **Motion Carried**

107

108

109 Respectfully Submitted,

110

111 April Hilton

112 Hayes Township Deputy Clerk/Recording Secretary

CHECK REGISTER REPORT

Check Date	Bank	Check	Module	Vendor	Vendor Name	Amount
Bank 00002 WARRANTS						
03/18/2025	00002	14390	AP	0151	VISA - CHARLEVOIX STATE BAN	1,149.00
03/26/2025	00002	14391	HRMS	0046	Kyle Perry	44.04
04/14/2025	00002	14392	HRMS	0001	Alisa G Abiney	2,507.77
04/14/2025	00002	14393	HRMS	0003	Kristin L Baranski	3,765.70
04/14/2025	00002	14394	HRMS	0009	Julie M Collard	2,557.48
04/14/2025	00002	14395	HRMS	00000100	WILLIAM CONKLIN	2,397.12
04/14/2025	00002	14396	HRMS	0010	Carey L Cuddeback	158.58
04/14/2025	00002	14397	HRMS	0012	Matthew B. Cunningham	509.50
04/14/2025	00002	14398	HRMS	00000101	ALEXANDER CURLEY	729.57
04/14/2025	00002	14399	HRMS	00000103	TIFFANY GEORGE	452.23
04/14/2025	00002	14400	HRMS	0016	Rex Greenslade	237.87
04/14/2025	00002	14401	HRMS	0017	Roy W Griffiths	619.62
04/14/2025	00002	14402	HRMS	0018	April Hilton	4,476.93
04/14/2025	00002	14403	HRMS	0026	Douglas Kuebler	630.76
04/14/2025	00002	14404	HRMS	0028	Claire T Martin	79.29
04/14/2025	00002	14405	HRMS	0032	James Rudolph	444.31
04/14/2025	00002	14406	HRMS	0036	Rodney Slocum	79.29
04/14/2025	00002	14407	HRMS	0037	Mark Snyder	79.28
04/14/2025	00002	14408	HRMS	0038	Ronald J Van Zee	2,051.85
04/14/2025	00002	14409	HRMS	0039	JANICE A VEDDER WHIPPLE	123.34
04/14/2025	00002	14410	HRMS	00000102	CODY MICHAEL WHEAT	261.67
04/14/2025	00002	14411	HRMS	0040	Laura White	44.04
04/14/2025	00002	14412	HRMS	0042	Paul Zardus	66.07
04/14/2025	00002	14413	AP	EFTPS_HR	INTERNAL REVENUE SERVICE	5,484.70
04/14/2025	00002	14414	AP	STATE_HR	STATE OF MICHIGAN	912.62
04/14/2025	00002	14415	AP	0005	AIMEE GIBBERT	150.00
04/14/2025	00002	14416	AP	000000018	APEX SOFTWARE	260.00
04/14/2025	00002	14417	AP	000000018	APPLIED INNOVATION	24.14
04/14/2025	00002	14418	AP	0014	B & G ENTERPRISES L.L.C.	1,310.00
04/14/2025	00002	14419	AP	000000018	CONKLIN, WILLIAM	132.50
04/14/2025	00002	14420	AP	0050	DTE	594.24
04/14/2025	00002	14421	AP	0056	GABRIDGE & COMPANY	10,500.00
04/14/2025	00002	14422	AP	0057	GANNETT HOLDINGS LLC OHIO	1,002.48
04/14/2025	00002	14423	AP	0059	GFL ENVIRONMENTAL	42.95
04/14/2025	00002	14424	AP	000000017	GREAT LAKES ENERGY	1,085.70
04/14/2025	00002	14425	AP	000000018	MICHAEL HAYES DETTMER	1,327.50
04/14/2025	00002	14426	AP	0102	MITCHELL GRAPHICS	496.00
04/14/2025	00002	14427	AP	0104	MTA	100.00
04/14/2025	00002	14428	AP	0115	PARKER HARVEY LAW	3,094.40
04/14/2025	00002	14429	AP	0117	PERFORMANCE ENGINEERS, INC.	1,890.00
04/14/2025	00002	14430	AP	000000018	QUADRIANT FINANCE	1,003.00
04/14/2025	00002	14431	AP	0126	QUILL CORPORATION	334.60
04/14/2025	00002	14432	AP	0132	SANDTASTIC BEACH SERVICES	1,500.00
04/14/2025	00002	14433	AP	0137	SPECTRUM BUSINESS (CHARTER)	78.92
04/14/2025	00002	14434	AP	000000017	US BANK	1,162.71
04/14/2025	00002	14435	AP	0151	VISA - CHARLEVOIX STATE BAN	1,698.36
Total of 46 Checks:						57,650.13
Less 0 Void Checks:						0.00
Total of 46 Disbursements:						57,650.13



Bill Conklin <supervisorhayestownshipmi@gmail.com>

Proposal for Hayes Township -

3 messages

Hayes supervisor <supervisorhayestownshipmi@gmail.com>

Thu, Apr 10, 2025 at 10:15 AM

To: Julie Collard <treasurer@hayestownshipmi.gov>, Matthew Cunningham <trustee2@hayestownshipmi.gov>, Kristin Baranski Clerk <clerk@hayestownshipmi.gov>, Doug Kuebler <hayestrustee5@gmail.com>

Julie and Matt ---

I drafted the Proposal for Subdivisions --- and for Outlying Areas with the names of the Roads

That way the Company can give a quote for (1) Subdivisions and we will know which ones -- and a quote for the (2) Outlying areas/roads and we will know which ones so there is no mis-communication and we can decide on a total -

I think Church Rd, Eastern Ave, Westshore, Susan Shores and See Rd will not be much from my perspective but wanted to include them. I did not include Dalton as that area will need major logging equipment.

Bill

 **PROPOSAL-STORM_Hayes Twp.pdf**
74K

Hayes Treasurer <treasurerhayestownshipmi@gmail.com>

Thu, Apr 10, 2025 at 10:35 AM

To: Hayes supervisor <supervisorhayestownshipmi@gmail.com>

Bill-

I have concerns leaving any Hayes residents out of this. Are the Dalton residents on their own for clean up?

Julie Collard
Hayes Township Treasurer
[Quoted text hidden]

Hayes supervisor <supervisorhayestownshipmi@gmail.com>

Thu, Apr 10, 2025 at 12:58 PM

To: Hayes Treasurer <treasurerhayestownshipmi@gmail.com>

Yes talked with them as a wood chipper would NOT be enough -- I am arranging volunteers to assist them as they will have heavy equipment -

[Quoted text hidden]

PROPOSAL FOR STORM DAMAGE - LIMB AND BRANCH DISPOSAL:

Removal and chipping of limbs/brush/branches that are placed along roads in Hayes Township and that are placed in front of residences. No limbs/brush/branches will be removed along County Road that the Road Commission will take care of. Work includes a truck to haul wood chips and a wood chipper. All wood chips will be disposed of at a designated location directed by Hayes Twp officials.

SUBDIVISIONS IN HAYES TOWNSHIP

Trillium Ct Area Nine Mile Point – Michigan Shores

Michigan Heights (Villa –Karlee-Lakeview-Lower Kelsey-Upper Kelsey)

Bayshore Area (Petoskey-Charlevoix-Seneca-Spring-Maple Ave-Hemlock-Rocky Beach)

Bayshore West Kiizhik Summerhill Way Shrigley Rd

Westshore Susan Shores See Rd. Indian Trails Eastern Ave

PROPOSAL:**PROPOSAL FOR STORM DAMAGE - LIMB AND BRANCH DISPOSAL:**

Removal and chipping of limbs/brush/branches that are placed along roads in Hayes Township and that are placed in front of residences. No limbs/brush/branches will be removed along County Road that the Road Commission will take care of. Work includes a truck to haul wood chips and a wood chipper. All wood chips will be disposed of at a designated location directed by Hayes Twp officials.

OUTLYING OPEN AREAS IN HAYES TOWNSHIP

Townline Pincherry Stephens Murray Burnett

Upper Bayshore Burgess Maj Douglas Sloan (Smith-Hyek-Sunset Med-Evers)

Maple Grove Stolt Quarterline Church Dalton

Summerhill Way Stonebridge Mulberry Drive

PROPOSAL:

Revised Proposal

1 message

Hayes Treasurer <treasurerhayestownshipmi@gmail.com>

Thu, Apr 10, 2025 at 11:34 AM

To: Hayes Trustee2 <trustee2hayestownshipmi@gmail.com>, Hayes supervisor
<supervisorhayestownshipmi@gmail.com>

Matt & Bill-

I edited the proposal to simplify it for the contractors. I am also including maps of the township so they have hard copies of the local roads to cover.

If we separate a bid, I truly believe it will be very confusing to the companies trying to prepare this information quickly for us.

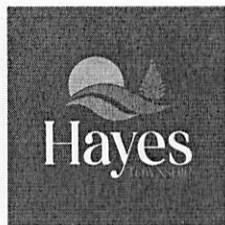
Please do not respond all. Please share any edits/comments by 3pm today.

I really want to get these sent ASAP.

Thank you!

Julie

--



Julie Collard--Hayes Township Treasurer

*Darkness cannot drive out darkness: only light can do that. Hate cannot drive out hate: only love can do that. -
Martin Luther King Jr.*

2 attachments



Hayes Storm Clean Up Proposal 2025.docx

15K



Hayes Twp. Maps (2).pdf

1978K

Julie DRAFT

HAYES TOWNSHIP:

PROPOSAL FOR STORM DAMAGE REQUEST - LIMB AND BRANCH DISPOSAL:

Removal and chipping of limbs/brush/branches that are placed along roads in Hayes Township and that are placed in front of residences. No limbs/brush/branches will be removed along County Road that the Road Commission will take care of. Work includes a truck to haul wood chips and a woodchipper. All wood chips will be disposed of at a designated location directed by Hayes Twp officials.

SUBDIVISIONS/ROADS IN HAYES TOWNSHIP (please see included maps of the township for included Hayes roads)

Included but not limited to: Trillium Ct Area Nine Mile Point – Michigan Shores Michigan Heights (Villa –Karlee-Lakeview-Lower Kelsey-Upper Kelsey) Bayshore Area (Petoskey-Charlevoix-Seneca-Spring-Maple Ave-Hemlock-Rocky Beach) Bayshore West Kiizhik Summerhill Way Shrigley Rd Westshore Susan Shores See Rd. Indian Trails Eastern Ave Townline Pincherry Stephens Murray Burnett Upper Bayshore Burgess Maj Douglas Sloan (Smith-Hyek-Sunset Med-Evers) Maple Grove Stolt Quarterline Church Dalton Summerhill Way Stonebridge Mulberry Drive See Road Birdland Dr. Peaceful Valley

PROPOSAL REQUEST: COMPLETION OF ABOVE DETAILED DEBRIS CLEAN UP

Please send all proposals to clerk@hayestownshipmi.gov. no later than Monday, April 14, 2025 at 5pm. Please call (231)547-6961 with any questions.



Bill Conklin <supervisorhayestownshipmi@gmail.com>

Township Hall Backup Generator Issues

1 message

Sean Davis <sdavis@wilmotelectric.com>

Mon, Apr 14, 2025 at 4:28 PM

To: "supervisor@hayestownshipmi.gov" <supervisor@hayestownshipmi.gov>

Cc: Brian Wilmot <bwillmot@wilmotelectric.com>

Dear Supervisor Conklin:

I'm writing to summarize the issues that occurred with the Township's new back up generator that failed to perform properly during the recent ice storm. I will begin with a general timeline of the installation and then specifically regarding the operational failure and our response to it.

I submitted a proposal & quote for the generator to Supervisor VanZee on 09/09/24 and after his review, it was approved the same day. The order for the equipment was placed with our vendor and the generator was delivered and placed in position on 10/15/24. The wiring installation began on 12/27/24 and on 01/09/25 Great Lakes Energy disconnected power to the Hall allowing us to complete the electrical installation of the Automatic Transfer Switch. Following inspection by Charlevoix County Department of Building Safety, utility power was restored to the Hall's electrical service. The following day, the natural gas fuel line was connected to the generator by our sub-contractor Northwest Heating & Air. We returned on 01/16/25 and 01/17/25 to complete the electrical & control connections between the generator unit and the Automatic Transfer Switch (ATS). On 02/04/25 we installed a battery and performed the start up sequence to place the generator into automatic operation. The generator was tested and proved operational at this time.

Typically we would provide instruction to the owner and assist with setting up the Mobile Link App on their phone for notifications of generator status. As there was no one available at the Hall that day, this instruction on the operation of the unit and the Mobile Link app set up did not occur. We failed to follow up with contact to the appropriate personnel to schedule this training, and as of this date this has not been completed.

On Sunday March 30, 2025 at approximately 2PM, I was contacted on my cell phone by Ron VanZee advising me that the generator had not turned on when the power went out. I dispatched a technician and at 5PM that afternoon he reported back to me that he found the battery had failed and replaced it with a new battery from our stock. He tested the charging circuit and it appeared to him that it was functional so we determined the cause of the failure was due to a defective battery. The generator was operating and supplying power to the Hall at this time.

On the evening of Wednesday April 2nd, I was again contacted by Ron VanZee at 5:20 PM and returned his call shortly after 6PM to be told that the generator was not operating and there was no power on at the Hall. I dispatched a technician who responded immediately and reported back that the battery was dead again. At this point we realized there had to be another issue causing this charging failure. I sourced another new battery before the auto parts store closed that evening and the technician was able to identify the root cause of the battery failure. Although he had checked the fuse and tested for voltage on the charging circuit previously and found them both affirmative, further investigation revealed that the 00 wire for this circuit was not properly installed. This wiring connection is a recent specification change on newer Generac generators and was not required previously, which contributed to our installers not including it during the original installation. The battery charger wiring was corrected at this time, a new battery was installed, and the generator was started. The ATS remained in the emergency position as the generator had quit running while supplying power sometime between March 31st and April 2nd due to the battery running down while in operation. This generator relies on the onboard electric charger at all times in order to maintain proper battery voltage to keep the generator running in emergency operation, and while in stand-by mode. The generator continued to operate following this wiring correction and start up until utility power was restored to the Hall.

We apologize that this generator failed to perform during this outage due to our oversight during installation of the generator, lack of owner training that we had not provided, and for not properly identifying the cause of the problem during our first visit on March 31st. We do want to note that we did respond immediately both times that we were notified of an issue with the generator and were able to conclusively identify the root cause on our second visit. We plan to complete the backfilling and grading of the soil around the generator now that the ground has thawed, and look forward to meeting with the Township representatives of your choice to review the operation and maintenance of the generator and to assist with set up of the status notification link to their phone.

If you have any questions or concerns regarding the above statements, or if I can be of any further assistance in this matter, please contact me by email at sdavis@wilmotelectric.com, or by telephone at 231-547-5583 X 15 and 231-675-5982.

Sincerely,

Sean W. Davis, Vice President

Wilmot Electric, Inc

12800 Taylor Rd.

Charlevoix, MI 49720

HAYES TOWNSHIP BOARD OF TRUSTEES MEETING

Meeting Date: April 14th, 2025

Location:

Hayes Township Hall

[illegible]