

WHITEWATER TOWNSHIP
PARKS AND RECREATION ADVISORY COMMITTEE
AGENDA FOR REGULAR MEETING
December 19, 2023
7:00 PM, Whitewater Township Hall
5777 Vinton Road, Williamsburg, MI 49690
Phone 231-267-5141/Fax 231-267-9020

Topic: Parks and Rec Advisory Committee Meeting

Time: December 19, 2023, 07:00 PM Eastern Time (US and Canada)

1. Roll Call of Committee Members
2. Set/Adjust Meeting Agenda
3. Declaration of Conflict of Interest
4. **Public Comment:** Any person shall be permitted to address a meeting of the committee. Public comments shall be carried out in accordance with the following rules and procedures:
 - a. Comments shall be directed to the Committee, with questions directed to the Chair.
 - b. Any person wishing to address the Committee shall speak from the lectern and state his/her name and address.
 - c. Persons may address the commission on matters that are relevant to township Parks and recreation issues.
 - d. No person shall be allowed to speak more than once on the same matter, excluding the time needed to answer Committee members' questions.
 - e. Public comment shall be limited to 3 minutes.
5. Approval of November 21, 2023 regular meeting minutes
6. Correspondence/Reports/Presentations:
 - a. Welcome new Alternate member, Gary Buczkowski
7. Unfinished Business:
 - 1) Lossie Trail wetland/bridge improvement; Po and communication has been made to Gozling Czubek to get started
 - 2) Grand Traverse ARPA agreement; Board Revoted Dec 12th meeting – Voted YES
 - 5) BCNA Trail design: Discussion of easement rights and neighboring property owner, survey estimate?
 - 6) WWT Park Playground Toddler equipment addition: Board voted YES to contract with Gozling Czubak for \$1740 to produce these plan drawings. Working with Cheryl to get PO and issued to Gozling Czubak to get this work scheduled.
8. New Business:
 - 1) What we've accomplished and Goals for 2024
9. Next Meeting January 16, 2024
10. Public Comment
11. Adjournment

Whitewater Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities who are planning to attend. Contact the township clerk at 231-267-5141 or the TDD at 800-649-3777.

DRAFT
Whitewater Township
Parks and Recreation Advisory Committee
Minutes for Regular Meeting
November 21, 2023

Call to order 7:10 p.m.

Roll Call: Melton, Cosgrove, Hubbell, Voice

Absent: Butler, Glenn

Also present: Recording Secretary MacLean

Set / Approve Agenda: Add quote for park playground equipment

Declaration of Conflict of Interest: None

Public Comment: None

Approval of minutes:

MOTION by Hubbell, second by Melton to approve October 17, 2023, meeting minutes as amended.

On voice vote, all in favor. Motion carried.

Reports/Presentations/Announcements/Comments/Correspondence: Email correspondence:

BCNA land easement research documents

LRNT engineering request to Board

GT County ARPA agreement document submitted for board approval and signature request

Board meeting November 14th recording: <https://whitewatertownship.info/2023-whitewater-township-board-meetings/>

(main key points for our PRAC items starts around 2 hours and 20 mins)

Unfinished Business:

1. Lossie Road Nature Trail (LRNT) wetland/bridge improvement. Board approved hiring Gosling Czubak for initial engineering work of \$6,800. Purchase order has been requested. This will lead to a full engineering package or an engineering package including a building package. The main things are the big / main wet area and the bridge.

2. Grand Traverse ARPA agreement: the board voted to NOT sign the agreement at the November 14 meeting. There were comments about the general reporting for reimbursement and insurance requirements. The project is in the Board's hands. There were no questions regarding any of the things that the PRAC has any input or control over. Nothing regarding the actual project was discussed.

Can Glenn's actions be perceived as malfeasance? He had no questions, no comments for the PRAC or GT County, even though the contract was made available weeks before the PRAC meeting, two weeks before the board meeting and there have been no questions presented since their meeting.

It seems very difficult getting input from Glenn.

As an advisory committee we do our due diligence and present to the board.

Melton tried to appeal to the supervisor to get this resolved.

Popp did call Alger at the county for answers and Popp indicated he would contact other supervisors. The communication he got with the county said the contract would not be amended. Other supervisors said they had no questions about any insurance issue. Popp also indicated that maybe the county would allow it to be a day later.

Melton contacted Glenn regarding not having any communication before the no vote. Glenn indicated that he would need to have his questions answered by the county. He would not communicate with Melton.

Do we want to ask for a different board rep? Glenn has presented a vote of no confidence. Maybe we do not

understand his role here at PRAC. Way before the day of the vote at the board, any concerns should have been brought forth. It appears there was conversation between Popp and Glenn with nothing brought forth to the PRAC. Why were there no comments and no questions brought forth prior to the vote?

Melton's hope is that Popp has gotten his questions answered. There may be a special meeting.

General consensus is that communication with our rep has been lacking even before this issue.

Melton is hopeful that it will be brought before the board again.

3. BCNA trail design: Discussion of easement rights and neighboring property owner. We have a 66' easement. Melton will continue communication with the property owner. The plan could be a loop back that wouldn't even cross the property owner's property.

Do we want to suggest a property survey of the BCNA as noted in the management plan? That could help the Conservancy with the actual boundaries and easement. If it has been done previously the markers are no longer visible.

Discussion of the 66' easement.

Discussion of a loop back that wouldn't even cross the other property.

Discussion of different parking area.

Maybe we can do the survey only on the east and south sides in this area.

The township board won't even allow the conservancy to give us a plan.

Do we need to have the property owner's permission to evaluate options?

Get a quote for a survey? Brandon will get the quote.

4. WWT park playground toddler equipment addition. Quote received today from Gosling Czubak.

Have a conversation with Andrew. Have a conversation with the township insurance rep.

Melton will present the Gosling Czubak engineering quote to the board for approval at their December meeting.

New Business:

1. Michigan DNR Grants: Get funding from DNR for a path to the water, to the bench at the BCNA.

Until other issues are cleared, we can't really request funding from another entity.

Committee Comment and Discussion: There is a lot of discouragement. Being very hopeful that things will move forward on the county ARPA funding. No clarity on township ARPA funds.

Next regular meeting: Tuesday, December 19, 2023, 7 p.m.

Public Comment:

Denise Peltonen

Adjournment: 8:37 p.m.

Respectfully submitted,

Lois MacLean

Recording Secretary



CONTRACT FOR SERVICES

From: Kevin S. Krogulecki, P.L.A.

Prepared For

Ron Popp, Supervisor
Whitewater Township
PO Box 159, 5777 Vinton Rd
Williamsburg, MI 49690

Project Name and Location

LRNT Engineering Bid
Lossie Road Nature Trail Improvements
Cook and Lossie Rd, Whitewater Township
Williamsburg, MI 49690

Gosling Czubak Engineering Sciences, Inc. (GCES) and Whitewater Township (CLIENT) agree that GCES will perform the professional services described in the Proposed Scope of Work, subject to GCES's Terms and Conditions, attached.

Proposed Scope of Work

Gosling Czubak will provide the professional services described below:

1. Site visit with Township to confirm route and phasing of proposed trail, extent of trail.
2. Preliminary layout or trail routing, to scale, over aerial.
3. Determination of gravel trail areas.
4. Determination of boardwalk areas.
5. Determination of bridge sizing and general construction.
6. Parking and trail head locating and general layout, materials.
7. Quantities and cost estimates.
8. Discussions on permissibility and permit considerations, wetland impacts and potential required wetland mitigation and mitigation area locations.
9. Review of documentation and assistance in determining right for land use outside of township owned parcels.

**Proposal does not include topographic survey, wetland delineation, or permitting services*

Proposed Schedule

☒ The estimated starting date is 11/6/2023. The estimated completion date is 1/22/2024.

Table of Fees

| Task | Description | Estimated Fees |
|-------------|---------------------------|----------------|
| Engineering | Site Plan Design Services | \$ 6,800 |

The total fee to provide these service is \$ 6,800

Approval

Whitewater Township

By: Ardella M. Benak

Signature: Ardella M. Benak

Title: Treasurer

Date: 11/29/23

Gosling Czubak Engineering Sciences, Inc.

Martin A. Graf, P.E.

Principal-in-Charge

Martin A. Graf Aug 14, 2023 12:11 PM





CONTRACT FOR SERVICES

From: Kevin S. Krogulecki, P.L.A.

Prepared For

Melissa Melton, Parks and Recreation
Whitewater Township
PO Box 159, 5777 Vinton Rd
Williamsburg, MI 49690

Project Name and Location

Whitewater Township Park
Campground Playground Layout Updates

Gosling Czubak Engineering Sciences, Inc. (GCES) and Whitewater Township (CLIENT) agree that GCES will perform the professional services described in the Proposed Scope of Work, subject to GCES's Terms and Conditions, attached.

Proposed Scope of Work

Gosling Czubak will provide the professional services described below:

1.0 Playground Layout Updates:

- Perform site visit to campground playground and take measurements of existing conditions to locate trees, play equipment, play area limits, and other elements necessary for locating new equipment.
- Create drawing of approximate existing conditions of playground over aerial imagery. Drawing will not be georeferenced or suitable for construction staking layout.
- Assess existing conditions and locate a new toddler playground piece (Burke Design SY-3049) with appropriate fall zone distance. Suggest adjustments to surrounding trees, playground equipment or limits of play area if necessary.
- Provide layout plan with location dimensions from other known elements for siting prior to construction
- Optional Topographic Survey: Perform topographic survey of existing playground area locating surrounding surface elements and existing playground pieces. A topographic survey would be used for high accuracy layout and georeferenced to allow for construction staking layout of new elements if needed. Topographic survey would add several weeks to the estimated completion date.

Proposed Schedule

The estimated completion date is 2/1/2024.

Table of Fees

| Task | Description | Estimated Fees |
|-------------------|--------------------------|----------------|
| Engineering | Playground Layout Update | \$1,740 |
| Survey (Optional) | Topographic Survey | \$1,500 |

The total fee to provide these service is \$1,740. Does not include optional topographic survey.

☐ Will be based on a time and materials basis in accordance with GCES's normal rates and charges.

Approval

Whitewater Township

By: Ron Popp

Signature: [Signature]

Title: Township Supervisor

Date: 12-12-2023 TB. Approved

Gosling Czubak Engineering Sciences, Inc.

Mark J. Hurley, M.S., P.E.

Principal-in-Charge



Gosling Czubak
engineering sciences, inc.

Terms and Conditions

Description of Services: GCES agrees to perform those professional services described in the attached Contract for Services which is incorporated herein by reference as if the same had been fully set forth.

Payment for Services: The estimated total fee for the services set forth in the Contract for Services. The Client understands and agrees that the aforementioned amount is an estimate for the scope of work described in the Contract. Additional fees may be billed if the scope of the work is changed. A statement for work done in a month will be billed in the following month, and that payment is to be made by the Client within 30 days of the invoice.

Estimated Date of Completion: GCES will complete the performance of the services as indicated with the dates provided in the Contract for Services absent an act, condition, or event beyond the control of the parties.

Ownership of Documents: All original documents, drawings, computer files and survey notes represent the product of training, experience and professional skill. All such items are, and will remain, the property of GCES, regardless if the project is completed. Upon full payment of all amounts due hereunder, GCES will furnish copies of suitable, original drawings and other final work products in the form required by applicable law to the Client. Such documents furnished to the Client are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or any other project. Any unauthorized reuse of documents will be at the Client's sole risk and without liability or exposure to GCES.

Scope of Services Rendered: Client assumes full responsibility for determining the suitability of the described services to meet its needs. If indicated on the attached Contract for Services, such services may include preparation and attendance at public hearings or informational meetings, when so requested by the Client; but this Agreement does not include services that would pertain to the preparation or appearance on behalf of the Client in litigation.

Assignment of Contract: GCES will be solely responsible for all services performed under this Agreement and will supervise and direct the work in accordance with in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in the same locality. Neither the Client nor GCES may assign, sublet, or transfer their interest in this Agreement, without the prior written consent of the other.

Lien for Services/Attorney's Fees: GCES reserves the right to file any statutorily authorized lien against the property which is the subject of this contractual Agreement in the event payment is not received for services rendered. If GCES is required to file suit to secure payment, GCES shall be entitled to receive its actual attorney's fees and costs incurred in such litigation.

Termination of Services: This contract may be terminated by the Client or GCES should the other fail to perform its obligations under this contract. In the event of termination, the Client shall pay GCES for all services and expenses rendered to the date of the termination.

Limitation of Liability: The Client agrees to limit the liability of GCES on this project for claims, losses or damages and claims expenses to a sum not to exceed \$25,000 or GCES's total fee for services on this project, whichever is greater.

Consequential Damages: Neither the Client nor GCES shall be liable to the other, shall make any claim for any incidental, indirect, or consequential damages arising out of this Agreement. This mutual waiver of consequential damages shall include any consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GCES shall require similar waivers of consequential damages in all contracts and subcontracts with others involved in this project.

Dispute Resolution: Any claims or disputes between the Client and GCES shall be submitted to non-binding mediation. The Client and GCES agree to include a similar mediation agreement with all contracts, subcontractors, suppliers and fabricators that provides for mediation as the primary method for dispute resolution between all parties.

Entire Agreement: This Agreement constitutes the entire Agreement of the parties and no alteration or amendment shall be effective until such time as it is reduced to writing and signed by both parties.

Permits: GCES will assist the Client with preparation and submittal of permit applications to the approving agencies listed in the description of services. GCES's contract fee estimate for permitting assistance is based on its experience working with the listed agencies. The Client and GCES acknowledge that permitting requirements are subject to the opinions of the permit review official(s) and may result in unforeseen conditions imposed by the permitting official. Any permitting assistance, design changes or inspections made necessary by newly enacted laws, codes, regulations, or interpretations of codes made by permitting and code officials that are not described in the contract services or were unforeseen by GCES at the time that this contract was signed, can be provided by GCES for additional fees. The amount of additional fees required by unexpected permitting or inspection requirements will be presented to the Client for the Client's approval before the additional work is undertaken.



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