

CITY OF SWARTZ CREEK
Park and Recreation Advisory Board
Tuesday, December 16, 2025, 5:30 P.M.
City Council Chambers, 8083 Civic Drive
Agenda

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. ROLL CALL: James Barclay, Edmund Bosas, Dennis Cramer, Mark Gonyea,
Nate Henry, Kelli Melen, Walt Melen, David Witter, Sara Witter
4. APPROVAL OF AGENDA:
5. APPROVAL OF MINUTES:
6. MEETING OPEN TO PUBLIC:
7. COMMUNICATIONS TO BOARD:
 - A. November 18, 2025 Minutes
 - B. Staff Letter
 - C. Abrams Garden Plans
 - D.
8. REPORTS:
 - A. DPW Director & City Manager
9. BUSINESS:
 - A. Abrams Park Garden Plan Amendment
 - B.
10. MEETING OPEN TO PUBLIC:
11. BOARD MEMBER COMMENTS:
12. ADJOURNMENT:

**CITY OF SWARTZ CREEK
VIRTUAL PARK AND RECREATION ADVISORY BOARD
ACCESS INSTRUCTIONS
TUESDAY, DECEMBER 16, 2025 5:30 P.M.**

The December 16, 2025 Park Board meeting will commence at 5:30 p.m. This meeting will be conducted in-person and virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Renee Kraft, 810-429-2766 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provide below. The details include a link to **“Join via computer”** as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View participant list-opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” show the active speaker.

Renee Kraft is inviting you to a scheduled Zoom meeting.

Topic: City of Swartz Creek Park & Recreation Board Meeting

Time: December 16, 2025 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096401128>

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

Find your local number: <https://us02web.zoom.us/j/83096401128>

If you have any further questions or concern, please contact 810-429-2766 or email rkraft@cityofswartzcreek.org. A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

CITY OF SWARTZ CREEK VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, and city board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
 - (a) why the public body is meeting electronically;
 - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;

- (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
 - (d) how persons with disabilities may participate in the meeting.
5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.
 6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
 7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
 8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the Zoom application or by dialing *9 on their phone.

MOTIONS & RESOLUTIONS

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member whom reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF BOARD OR Commission

The public shall be allowed to address a public body under the following conditions:

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.
7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested, and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF PUBLIC BODIES

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
ABRAMS PARK
PAUL D. BUECHE MUNICIPAL BUILDING
NOVEMBER 18, 2025

Meeting called to order at Abrams Park at 5:30 p.m. by Chairperson Barclay

Members Present: Barclay, Cramer, Gonyea, Henry, K. Melen, D. Witter, S. Witter.

Members Absent: Bosas, K. Melen.

Staff Present: Rob Bincsik and Adam Zettel.

Others Present: Sandi Brill, Boots Abrams, Mike Jarvis, Holly Jarvis, and Lania Rocha (online)

APPROVAL OF AGENDA: Motion by Henry to approve the agenda for October 21, 2025, support by Cramer.

Unanimous Voice Vote.
Motion Declared Carried.

APPROVAL OF MINUTES: Motion by Gonyea to approve minutes of August 19, 2025, with the change of the adjournment to 7:28, support by Cramer.

Unanimous Voice Vote.
Motion Declared Carried.

MEETING OPEN TO THE PUBLIC: Sandi Brill, President of the Friends of Abrams Park, invited everyone to the Christmas open house at 5352 Greenleaf on December 9th at 6pm. She also said that the group was looking to present a draft of the park plan in the near future.

COMMUNICATIONS TO THE BOARD:

- A. October 21, 2025 Minutes
- B. Staff Letter
- C. Otterburn Park Plans (distributed at meeting)
- D. Abrams Garden Drawings (distributed at meeting)

REPORTS:

- A. DPW Director Mr. Bincsik and Mr. Zettel gave updates. Otterburn DNR grant agreement is finally signed and final plans are awaiting bid. Elms entry way

has been improved, Abrams fence has been repaired. Abrams bathroom doors are to be replaced. Porta Johns are being tipped over often.

BUSINESS:

- A. SC Youth Sports & Food Trucks: Mike and Holly described the youth sports program and the impact on the park. They have the largest and longest running program in the area, with 437 participants. They require parents to remain onsite for safety reasons, and many parents have multiple children in various programs, making a split of the programs to different parks difficult. They are aware of the food truck and parking issues and plan to work with the city to reduce visitor and parking conflicts in 2026. The group understands that they are getting use of a park without additional fees and they are grateful. The park board appeared content with the discussion and expectations.
- B. Otterburn Trees: The trees growing at Otterburn have been affirmed to be Cottonwoods. John Cohoon and his assistant from the Conservation District have looked at the trees. They recommend inspecting them in the spring during their brief budding period to identify and mark the females for removal. They believe that a concentrated effort in 2026 will remove most of the females. Efforts will be required to continue to remove sprouting females and to create a new canopy in areas designated for tree growth over time. This process will be ongoing and take decades. They believe they can help. White and red pines are recommended.
- C. Decorating Contest: Sara, Kelly, Jim, and Dennis will be the judges this year. Locations, with pictures and a statement about the winner, are due to Lania by December 15th at noon (this is the publication deadline).

MEETING OPEN TO PUBLIC:

Sandi Brill noted that the book nook is not mapped appropriately in the reservation form. She asked if the flag pole could be noted as well. She hopes the changes to the garden can be on the December agenda.

BOARD MEMBER COMMENTS:

Board Member Gonyea thanked the youth sport group.

Board Member K. Melen asked if they could get a list of previous decorating winners.

Board Member Cramer noted that a big celebration was being planned by the county for the nation's 250th birthday. He felt Swartz Creek should participate.

ADJOURNMENT: Meeting adjourned at 6:26 p.m.

NEXT MEETING: December 16, 2025, 5:30 p.m.

Mark Gonyea, Secretary



Adam Zettel, AICP

City Manager

azettel@cityofswartzcreek.org

Date: December 11, 2025

To: Park Commissioners
From: Adam Zettel, AICP
RE: December 16, 2025 Park Board Meeting

Hello everyone,

We will be meeting at 5:30 p.m. on Tuesday, December 16, 2025. The location is the council chambers at city hall. We have all of our 2025 business behind us and we are a bit early to be going over official 2026 plans. However, we do have a request from the Friends of Abrams Park regarding their gardens.

I am including their work estimate and a number of rendered images that their designer has created. I expect a representative from the group to attend the meeting and describe the plan and timeline. I also expect that they will be seeking a review and approval of the plans for the city council to consider, either at this meeting or a subsequent one.

Our understanding is that all project components are expected to be installed and maintained by third parties unless explicitly stated otherwise.

For those that are judging Christmas lights, let me know if you are having any issues or questions. That is all for now. Contact me with additional future agenda items, questions, or comments.

Sincerely,

Adam H. Zettel, AICP
City Manager
City of Swartz Creek
azettel@cityofswartzcreek.org

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

www.cityofswartzcreek.org

ftp://cityofswartzcreek.org

Envious Landscape

1440 Torrey Rd Ste F

Fenton, MI 48430

+18102087822

enviouslandscape@gmail.com

www.enviouslandscape.com

**ADDRESS**

Sandi Brill

Friends of Abrams Park

5352 Greenleaf Drive

Swartz Creek, MI 48473

Estimate 3297**DATE** 10/27/2025

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Landscaping	1	33,030.00	33,030.00
	Secret Garden-			
	-Create an approximate 50'x40' Secret garden that will have a flagstone pathway leading to seating areas.			
	-Install a wooden arbor where the flagstone pathway starts near the parking lot.			
	-Install a wooden door where the opening of the secret garden starts. (Customer has the door)			
	-Throughout the secret garden flowers and trees such as, a			
	1- Hydrangea tree			
	1- Fringe Tree			
	6- Ornamental Grasses			
	6- Arborvitae 'Emerald Green'			
	2- Trumpet Vines			
	2- Wisteria Vines			
	1- Dogwood Tree			
	2- Clematis			
	72- Variety of Perennials- Salvia, Hosta, Daylily, Asters, Coreopsis, Creeping Phlox, Coral Bells, and Sedums.			
	-Each plant will have topsoil/compost mixture around it when planted.			
	-Install a bubbling rock within landscape bed as shown in design. Including the water line and electric.			
	-The bed will have natural hardwood mulch with a natural edging to create the landscape bed shape. There will be a minimum of 3" thick of mulch installed. Approximately 10yds of mulch.			
	-Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.			
	*Benches are not included in price.			

Envious Landscape takes no responsibility for irrigation damage, or any unforeseen electrical or plumbing damages. Irrigation will be repaired at a time and material cost. Envious Landscape takes no responsibility of erosion caused by unforeseen forces of nature.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Hardscape Labyrinth- -Install an approximate 720 linear feet of Unilock Holland Premier pavers in the pattern shown in design to create the Labyrinth. The pavers will be at ground level to allow a mover to drive right over. Color of pavers will be Fossil. There will be a 3 1/2-4' lawn, walking trail between the pavers. -Installing sod within the walking area and approximately 4' border around the Labyrinth. Other areas of lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	19,600.00	19,600.00
	Landscaping Putting Green- -Install an approximate 500sqft of Astro turf putting green with three holes. Additional padding will be installed under the putting green for ability to chip onto putting green. -Install approximately 82 linear feet of the Unilock Holland Premier around the edge of the putting green to protect the astro turf from mowers. -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	19,200.00	19,200.00
	Irrigation Irrigation- -Install a complete Hunter irrigation system for lawn and landscape bed areas. Landscape beds will have popup misters while the lawn areas will have rotors to properly cover all areas. *Permits are not included.	1	16,960.00	16,960.00
	Hardscape Memorial Walk & Patio- -Install approximately 510 square feet of Unilock Holland Premier Pavers (color Fossil) as show on design. Pavers will be in 4x8 and 8x8 sizes. These pavers will be able to be Engraved. (Engraving is not included in the services from Envious Landscape) -Create landscape beds on both sides of the walkway and patio as shown on design with 15- 'Fire Chief' Arborvitaes 4- Burning Bush -Natural hardwood mulch will be installed in all landscape beds with a natural edging. -Boulders that are around existing parking area will be placed approximately 4-5' apart. The extra boulders will be used though out the landscape beds as shown in the design. Approximately 5yds of mulch. -The 6x6 Sculpture will be placed within the landscape bed, as shown in design. The sculpture will be anchored down to a limestone boulder. -A decorative fence will be installed around the sculpture. See photo -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket. *Picnic tables are not included	1	22,980.00	22,980.00

Envious Landscape takes no responsibility for irrigation damage, or any unforeseen electrical or plumbing damages. Irrigation will be repaired at a time and material cost. Envious Landscape takes no responsibility of erosion caused by unforeseen forces of nature.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Landscaping Island 1- -Create an approximate 30x12' landscape bed with natural edging and cocoa brown mulch. Approximately 4yds mulch. -Bring in topsoil/compost mixture to amend around all plant material and to create an approximate 12" berm. -Install limestone steppers for a pathway across the island. -Plant- 1- Tri- Color Beech Tree 1- Ninebark Shrub 3- Hibiscus 18- Perennials- Hosta, Salvia, ornamental grass, coreopsis -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	4,200.00	4,200.00
	Landscaping Island 2- -Create an approximate 38x20' landscape bed with natural edging and cocoa brown mulch. Approximately 6yds mulch. -Bring in topsoil/compost mixture to amend around all plant material and to create an approximate 12" berm. -Install limestone steppers for a pathway across the island to the bench. -Plant- 3- Burning Bushes 4- Globe Arborvitae 3- Spirea 4- Hydrangea 'Summer Crush' 9- Perennials- 'Silver Mound' Artemisia, Lavender, Cone flower. -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket. *Bench not included.	1	4,430.00	4,430.00
	Landscaping Island 3- -Create an approximate 22x20' landscape bed with natural edging and cocoa brown mulch. Approximately 4yds mulch. -Bring in topsoil/compost mixture to amend around all plant material. -Boulders that were moved from the parking lot will be placed within the landscape bed. -Plant- 1- Redbud 2- 'Miss Kim' Lilac 18- Perennials- Ornamental Onion, Coral Bell, Daisy, Salvia. -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	3,950.00	3,950.00

Envious Landscape takes no responsibility for irrigation damage, or any unforeseen electrical or plumbing damages. Irrigation will be repaired at a time and material cost. Envious Landscape takes no responsibility of erosion caused by unforeseen forces of nature.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Landscaping Island 4- -Create an approximate 30x14' landscape bed with natural edging and cocoa brown mulch. Approximately 4yds mulch. -Bring in topsoil/compost mixture to amend around all plant material. -Install limestone steppers for a pathway into the island to walk to bench. -Plant- 1- Tri- Color Beech Tree 2- Hydrangea 'Bobo' 1- Lilac Tree Form 19- Perennials- Shasta Daisy, Coreopsis, Balloon Flowers, Hosta, ornamental grass. -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket. -Bench not included.	1	4,530.00	4,530.00
	Landscaping Trees planted throughout lawn area- -Each tree will have topsoil/compost mixture amended around each root ball when planted. -Plant 1- Rosebud Tree 1- Cherry Tree 1- Smoke Bush Tree 1- Weeping Beech 1- Tulip Tree -Each tree will have a ring of hardwood mulch around it.	1	4,430.00	4,430.00

Envious Landscape takes no responsibility for irrigation damage, or any unforeseen electrical or plumbing damages. Irrigation will be repaired at a time and material cost. Envious Landscape takes no responsibility of erosion caused by unforeseen forces of nature.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Terms and Conditions 1 NOTE: This Proposal Is Valid For 14 Days From Issuance We Have Financing Available Visit our website www.enviouslandscape.com and click on the finance tab at the top. TERMS AND CONDITIONS The following terms and conditions apply to and are incorporated into the estimates unless expressly modified or excluded in writing by Envious Landscape and Construction, Inc. hereby referred to as the "Contractor". The person(s) named on the estimate who agree to be bound by this Agreement will hereby be referred to as the "Client". WHEREAS, the Contractor is engaged in the business of offering landscape services; and WHEREAS, the Client desires to retain the services of the Contractor to render landscape services conforming to the Client's design or direction according to the terms and conditions herein. NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Contractor and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows: SCOPE OF WORK The contract documents shall contain the estimate, the specification plans and any other document referred to in the estimate. No qualification in any acceptance issued by the Client shall form part of the contract unless specifically agreed to in writing by the Contractor. Only the items on the estimate specification are included and all items to be completed are due for payment. The Client is responsible for obtaining any necessary planning permission for the items to be completed and the fulfilling of statutory requirements. ESTIMATE The Contractor reserves the right to increase the value of the contract due to changes in design or materials by the Client after execution of the contract and may result in change order fees. For example, but not limited to, should the labor and/or materials projected on the estimate require more labor and/or materials to complete the modified work requested by the Client, the final invoice will reflect the actual labor and/or materials used for the modified scope of work. A change order will be provided to the Client and a signature required for the Contractor to continue with the requested modifications. If there are significant items requested to be added to your original quotation, a new quote will be provided for a "second phase" with a down payment for this second phase required and the second phase will be scheduled for a later date. Acceptance of the estimate involves acceptance of these terms and conditions of the contract documents. This represents a binding contract between the parties. It should be noted by the Client that any attempt to cancel by Client may involve the Client being liable to any loss of expenses incurred as a result at the discretion of the Contractor. PAYMENT The Client accepts that he/she will pay the Contractor the full contract sum (all costs incurred). Final payment is due the same day of completion of project. ACH Payment is offered at no charge to the Client Depending on the scope of your project there may be draws required. More than one draw will be required for large projects that span several weeks. If using a credit/debit card to pay your invoice, there is a 3.5% credit card processing fee added to the total amount of the payment being processed.	1	0.00	0.00

Envious Landscape takes no responsibility for irrigation damage, or any unforeseen electrical or plumbing damages. Irrigation will be repaired at a time and material cost. Envious Landscape takes no responsibility of erosion caused by unforeseen forces of nature.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<p>Terms and Conditions 2</p> <p>WARRANTY DISCLOSURE – LIVING ITEMS: Contractor voids all warranties if an irrigation system is not already in place before any living item is installed. This includes plants, trees, shrubs, sod, and hydroseed that may die due to drought. The voiding of warranty also includes any plants the Client requests that is outside of our planting zone, any that the Client's purchased on their own, or Client's existing plants that they would like relocated on their property (transplanted). Warranty will be voided even with irrigation systems if living items are over watered and drowned. Living items will not be warrantied if used or eaten by pets or wild animals. There are no plants/grasses completely resistant to animals when it is desperate for food. Damages will not be covered under warranty due to acts of God including drought, heavy rains, floods, wash outs, frost, wind, animals, storms, chemicals, winter salt products, insects, molds, fungus, theft or vandalism, and contractor will not be responsible for any living items that have not been inspected to treat insects, molds, or fungus infestations, or have not been fertilized, pruned, or weeded, as appropriate. Qualifying living items will be replaced one time only within the warranty period should they die, and only in Spring or Fall at the Contractor's discretion.</p> <p>TREES AND SHRUBS: All trees and shrubs purchased and installed by Envious are accompanied by a one (1) year warranty from the date of installation, provided that Envious is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants.</p> <p>PERENNIALS: Perennials are guaranteed for the same-planted season only.</p> <p>ANNUALS: Annual plants will not be covered under warranty.</p> <p>TRANSPLANTS/PURCHASED PLANTS: Transplants will have to be requested during the quotation phase. Landscape installers are not required to transplant anything that has not been quoted without having a signed "Change Order" in place from your Envious Sales Representative.</p> <p>WATER, CARE & FERTILIZER LIVING ITEMS: Newly installed living items (plantings/sod) may suffer transplant shock, particularly during the hot summer months. It is imperative that living items receive proper care as to minimize stress. It will be the Client's responsibility to supply the living items with sufficient water and fertilizer (as needed) during the growing season typically May to October to keep them healthy. Client's new living items will need an inch of water per week for the first year. In the heat of summer, Client may have to water daily, and continue to water during fall months. Water should pool up at the base of the plant when the soil has been adequately saturated. Water not only under the drip line of the plant, but also several feet out from this. Otherwise dry soil will wick water away from the roots. Monitor the plants after the first 3 weeks and apply additional water as necessary. It is best to water early in the morning to prevent evaporation.</p> <p>WEEDS: Contractor shall use its efforts to minimize any weeds, however, contractor shall not be required to inspect or otherwise ensure that there is no weed, or other unwanted plant matter upon the client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.</p>	1	0.00	0.00

Envious Landscape takes no responsibility for irrigation damage, or any unforeseen electrical or plumbing damages. Irrigation will be repaired at a time and material cost. Envious Landscape takes no responsibility of erosion caused by unforeseen forces of nature.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<p>Terms and Conditions 3</p> <p>LANDSCAPE BEDS: Contractor will not be responsible for any erosion or wash out, sink holes, loss of plants, or any other damage in any landscape beds if the downspouts are not properly buried, and the water carried away from the area properly, or if the eaves are not cleaned out and they overflow onto the bed areas.</p> <p>WINTER PROTECTION: All evergreens, broadleaf evergreens and delicate plants must be burlapped in their first season to validate warranty. Contractor provides this service at an additional cost.</p> <p>LAWNS: Sod is instant gratification when choosing to have a new lawn installed. Hydroseed will take a little time and patience, but can provide the same results as sod with time and care from the homeowner. New sod is guaranteed to be healthy at time of installation, and Hydroseed up to six (6) weeks after application with a one time touch up provided by the contractor to areas where the seed does not germinate. Envious recommends 1-2 inches for sod, and 2-4 inches for hydroseed of topsoil to guarantee germination for hydroseed, and root growth for sod. If the owner opts out of having the topsoil installed it will be at the discretion of Envious Landscape to decide if we will warranty the lawn installation based on the current soil on the property. Your new lawn, both sod and hydroseed, will require fertilization. Contractor requires your first year to be properly fertilized on a schedule by a licensed company for it to be covered under warranty. We can recommend someone.</p> <p>UNDERGROUND: Contractor will not be responsible for unforeseen obstacles located underground prior to us beginning work if it cannot be marked with the Miss Dig service, such as existing sprinkler systems, invisible fence systems, conduit, connections for electrical, gas, cable, and all other utilities and services, lighting, etc. If you already have these items installed, it is the Client's responsibility to contact the installation company directly to have the lines marked. This must be completed prior to our arrival to begin work. If damage is done to anything underground it will be the Client's responsibility to have the repairs made at your own cost.</p> <p>IRRIGATION: Contractor will provide uniform distribution and even coverage of moisture for one year from the completion date of installation. This limited warranty covers valves, heads, and controllers against defects in materials and workmanship. Pumps are covered under warranty by the manufacturer, and will be the owner's responsibility to ship back for replacement or repair. Contractor must perform winterization for this warranty to be valid. Adjustments beyond the initial setup to the heads or controller or other settings are not covered. Raising and lowering heads to proper height, adjusting arc and radius, filling trenches that have settled, packing the earth firmly around the heads and couplers will be completed at the time of installation and any adjustments thereafter will not be covered. Accidents, negligence of the owner, abuse of the system, vandalism, freezing, acts of God, and service by any other company will not be covered. Damages caused by machinery, tree spades, sod cutters, ditch witches, bobcats, excavators, utility companies, or any other traffic not considered normal for day to day enjoyment and maintenance of the property will not be covered. Sliced lines, or sprinklers being run over by lawnmowers will not be covered. Additionally this warranty does not cover unforeseen circumstances beyond our control including, but not limited to excessive water pressure, pressure surges, tree roots, rock ledges/boulders in the ground, builders fill and/or debris buried on site.</p>	1	0.00	0.00

Envious Landscape takes no responsibility for irrigation damage, or any unforeseen electrical or plumbing damages. Irrigation will be repaired at a time and material cost. Envious Landscape takes no responsibility of erosion caused by unforeseen forces of nature.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Terms and Conditions 4 HARDSCAPES: Your hardscape project has a two (2) year limited warranty on all patios, retaining walls, seawalls, etc. covering proper installation and materials. The warranty does not cover any repair work for product initially installed by a different company. Contractor will not warranty the owners existing pavers or wall stones being re-used for either repairs or moving for use at a new area on the property. Cracking or breaks may happen during removal of existing blocks. Repairs/Re-used materials will not be covered under warranty and will be completed with invoicing for time and materials. Due to the nature of printed literature and digital media Contractor cannot guarantee exact color matching using these items for reference. Final color selection should be made with physical samples before ordering the products for your installation.	1	0.00	0.00

Please contact the office at 810-208-7822 to make payments over the phone.
*We require a 2/3 deposit at the signing of your proposal.

* Final payment is due upon completion of your project.

* Depending on the scope of your job there may be draws required.

For all Credit Card Charges there will be a 3.5% additional service charge.
ACH Payments (Just like writing a check) can be processed at no additional charge to you.

We appreciate your business and look forward to helping you soon.

Proposal may be withdrawn if not accepted within 14 days.

TOTAL	\$133,310.00
-------	--------------

Accepted By

Accepted Date







