

To: Elmwood Township Board
From: Sarah Clarren, Planner/Zoning Administrator
RE: June 2023 Planning and Zoning Report

PERMITS:	6/2023	6/2022	YTD 2023	YTD 2022
Single Family Dwelling	1	4	6	16
Attached SFD	0	0	0	0
Accessory Building	0	3	3	8
AG Building	0	0	3	0
Residential Addition	1	0	3	2
Deck	1	1	6	5
Sign	1	0	1	3
Commercial	0	0	2	2
Misc.	1	0	4	8
Total Permits	5	8	28	44
Fees Collected	\$470.72	\$734.80	\$2,374.13	\$3,518.72

Zoning Board of Appeals:

June Meeting. Cancelled due to no new business.

July Meeting. Cancelled due to no new business.

Planning Commission:

June Meeting(s)

6/20: 1) Site Plan Review (no hearing) SPR 2023-06 Faith Missionary Baptist Church addition at 8075 E Hoxie Rd, **approved, with conditions**, 2) Site Plan Review (no hearing) SPR 2023-04 Thompson Surgical Expansion (Light Fabrication), at 10341, 10361, and 10369 E Cherry Bend Rd, **approved with conditions**, 3) Introduction SPR/SUP 2023-05 Taproot Farmstead (a) Winery, b) Wine Tasting Room, c) Agricultural Commercial Enterprise (Farm Market)) at 8850 E Lincoln Rd– **public hearing scheduled for 7/18/23.**

6/22: Special Workshop Meeting to discuss reintroducing Special Event Facilities as a use in A-R District. Our consultant was present, there was significant discussion. There will be language prepared based on discussion for a subsequent, undetermined meeting. No formal motion or action, as it was a workshop.

July Meeting (7/18). Agenda has not yet been finalized, but will include 1) Public Hearing on Taproot (see above), 2) Introduction SPR/SUP 2023-07 Hill Storage (Use: Seasonal outdoor storage of boats and recreation vehicles) at 0 S Briar Dr, 0 E Pico Dr, and 10651 E Grandview Rd.

Office Updates:

STRs. Township has issued 93 of 93 licenses. Four applications on waitlist (four submitted in May, one in June). In regards to the complaint received at the 5/8 Board meeting, 11 letters have been mailed to noncompliant properties.

Grants. We have officially received the Waterways Grant for Marina Phase 3C. The resolution and grant agreement are included in the Board's July packet.

Work Load. It is still a busy summer, but staff is managing the reviews of the numerous Site Plan Review / Special Use Permits. So far this year, there have been 12 applications. Staff is aware of other projects with unknown filing dates this year; this number of applications for Elmwood is abnormal. There were only 6 applications last year. If this continues, the department may need to expand.

Elmwood Township Fire and Rescue Department

Fire Department Monthly Report – JUNE 2023

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

Total Calls for the Month: **52**

Incident Type Breakdown per the National Fire Incident Reporting System (NFIRS)
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- | | |
|---|----|
| • Fire Incidents: | 1 |
| ○ 1 Structure fire | |
| • Overpressure Rupture, Explosion, Overheat (no fire): | 0 |
| • Rescue & EMS Incidents: | 33 |
| ○ 29 EMS calls | |
| ○ 4 Motor vehicle accident with injuries | |
| • Hazard Condition (No Fire): | 1 |
| ○ 1 Power line down | |
| • Service Calls: | 6 |
| ○ 1 Smoke alarm installation | |
| ○ 4 Lift assist | |
| ○ 1 Unauthorized burning | |
| • Good Intent Call: | 8 |
| ○ 1 Dispatched and cancelled enroute | |
| ○ 1 Dispatched and cancelled enroute – Auto/Mut. Aid | |
| ○ 4 No incident found on arrival at dispatched address | |
| ○ 1 Controlled recreational fire | |
| ○ 1 Authorized controlled burning | |
| • False Alarm/False Calls | 3 |
| ○ 2 Smoke detector activation due to malfunction | |
| ○ 1 Medical alarm activation, unintentional | |
| • Severe Weather | 0 |
| ➤ No EFD Resource (Non-NFIRS category) | 0 |
| <i>This category represents the number of requests for service that EFD was unable to provide assistance. Calls may have been unfulfilled or covered by mutual aid.</i> | |
| ➤ Overlapping Incident(s) (Non-NFIRS category) | 5 |

Mutual Aid – Given / Received

<u>Type of Aid</u>	<u>Incidents</u>	<u>Departments</u>
Received	1	Suttons Bay/Bingham (Motor vehicle crash)
	1	Cedar (Medical)
Given	1	Cedar (Structure fire)
Requested (Cancelled)	1	Peninsula Twp (Structure fire)

Response Times (averages)

<u>Type</u>	<u>Times (hh:mm:ss)</u>	<u>Notes</u>
• Alarm Handling (call to dispatch)	00:01:21	All calls
○ Alarm Hand. – Adjusted	00:01:08	Minus delays (Sheriff or another agency sent earlier. EFD usually requested after the fact.)
• Turnout Time (dispatch to enroute)	00:01:44	All calls*

*Mutual aid (given) may increase the turnout time. EFD maintains 2 personnel in the station to staff the ambulance, requiring off duty or paid-on-call to come in for the response or back fill. Mutual aid is provided sooner when more than 2 personnel are on duty.

General Updates

ADMINISTRATION / OPERATIONS

- **General Information.**
 - Call volume is comparable to June of 2022 (51calls). Call types are similar to last year with the exception of trading more Service calls this year for Hazardous Conditions in 2022.
 - The year-to-date total for EFD is 271 calls for service.
- **Personnel**
 - Open Full-Time Position. Four (4) candidates have applied for this position. EFD received one external application and has three (3) internal candidates. Interviews are planned for later this month with the expectation of making a conditional job offer of before July's end.

APPARATUS AND EQUIPMENT

- **Apparatus**
 - Engine 111. Slow air leak in right rear inner dual tire repaired by Pomp's Tire Service.
 - Tanker 121. Front brake air hoses replaced by Stoops due to wear damage.
 - Marine 171. Engine tune up and outdrive leak check (pressure test) by Premier Marine. Passed.
 - Engine 113. The engine has received several "hits" but no contacts to EFD. Checking with other sites and will attempt to reconnect with Municibid for other possible contacts.
- **Equipment**
 - Gas Detector (QRAE). Annual service performed by Premier Safety. Second unit to be sent out next month.

FACILITIES AND GROUNDS

- Bathrooms. Water is intermittently leaking under walls when the showers are being used. Working on getting quotes for investigation and any needed repairs.

PUBLIC EDUCATION AND RELATIONS

- Plan Reviews to Elmwood Planner.
 - Hill Boat Storage – Grandview Road.
 - Thompson Surgical Addition – Cherry Bend Road.
 - Taproot (Preliminary comments) – Lincoln Road.

TRAININGS

- Pump Operations – Engine 111
- "Come-A-Long" Operations
- Boat Operations – Marine 171
- Water Rescue
- HIPAA for First Responders
- Traffic Incident Mgmt. – Train the Trainer
- Abdominal Trauma (BLS)
- Continued onboarding training of new personnel

MEETINGS ATTENDED

- Elmwood Township Board Regular General Meeting
- Elmwood Township Planning Commission Meeting
- EFD Officers' Meeting
- GT Area Chiefs' Meeting
- NRMCA (Medical Control) Meeting

**CHARTER TOWNSHIP OF ELMWOOD
REGULAR BOARD MEETING
JUNE 12, 2023
IN THE TOWNSHIP HALL**

Call to Order:

Supervisor Shaw called the meeting to order at 6:00 p.m.

Pledge of Allegiance:

Supervisor Shaw led the Pledge of Allegiance.

Roll Call:

Present: Jeff Shaw, Connie Preston, Dave Darga, Chris Mikowski, Kyle Trevas and Jordan Gallagher

Excused: Terry Lautner

Declaration of Conflict of Interest:

Clerk Preston reported that it was her daughter that was being considered for an appointment to the Parks and Recreation Committee. No motion was made to recuse.

Public Comment

Paul Walter
David Howe
Jim O'Rourke
Todd Bonter
Samantha Bonter

Consent Calendar:

Department Reports:

Treasurer
Planning/Zoning
Fire Chief
Harbormaster

Committee Reports:

Minutes:

5-8-23
5-30-23

Post Audit Invoices 5-15-23 through 5-31-23

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA TO APPROVE THE CONSENT CALENDAR, OMITTING FIRE REPORT. The motion passed unanimously by a voice vote.

Agenda Approval

Trustee Darga requested that a Timberlee Water discussion be added to the agenda.

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE GALLAGHER TO APPROVE THE AGENDA AS AMENDED BY ADDING 10F, TIMBERLEE WATER DISCUSSION. The motion passed unanimously by a voice vote.

Supervisor Remarks

Supervisor Shaw submitted a written report and added that no tax money goes to the marina. The marina operates on fees.

Trustee Remarks

Trustee Trevas stated he was sorry to have to raise rates but we had to do it.

Trustee Darga stated that the improvements to the marina were the results of five years of study and community input.

Engineer's Report

None

Other Officer Remarks

Chief Tampa updated the Board on activities and stats of the Fire Department

Communications from the Clerk

None

OLD BUSINESS

None

NEW BUSINESS

Utility Rate Study Presentation

Dawn Lund, Vice President of Utility Financial Solutions, LLC presented her Financial Projection Studies for Elmwood Sewer, Greilickville Water, and Timberlee Water. For each system, she projected revenue requirements for the next five years and the proposed rate adjustments necessary to reach those needs. In order to complete some upgrades at the sewer treatment plant, Traverse City will be charging Elmwood \$100,000.00 more per year for sewer treatment. A 5% rate increase will cover the increase and cost the sewer customer an additional \$1.15 per month. The proposed rate increases for both water departments are also 5%. There was consensus of the Board to approve the rate increases. Resolutions will be brought to the Board next month to enact the changes.

Ms. Lund also advised that Elmwood Township change sewer and water connection fees from using residency equivalent units to charging by meter size. The meter size pricing was calculated using the AWWA standard. There was consensus of the Board to make the change and the amendment will be brought back to the Board.

Dance Group Request

Patrick Kenny, representing a group of dancers, requested the use of the pavilion on Wednesday and Saturday evenings from approximately 7:30 to 11:00 p.m. They can direct their music away from residences. They sometimes use lights like Christmas lights because the motion detector does not always stay on.

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE GALLAGHER TO ALLOW THE DANCE GROUP TO USE THE CHERRY BEND PAVILION ON WEDNESDAY AND SATURDAY NIGHTS UNTIL 11:00 P.M. The motion passed unanimously by a voice vote.

Fireworks Permit Request

Chief Tampa presented his review of the fireworks permit applications for the Cherry Festival and the Boom Boom Club's fireworks display. The plans are the same as previous years but the application is lacking some documents.

MOTION BY TRUSTEE TREVAS, SECONDED BY TRUSTEE GALLAGHER TO APPROVE BOTH OF THE APPLICATIONS CONTINGENT UPON RELEASES, WAIVER OF LIABILITY AND INSURANCE DOCUMENTS SHOWING ELMWOOD AS ADDITIONAL INSURED WITH FINAL APPROVAL BY CHIEF TAMPA AND SUPERVISOR SHAW. The motion passed unanimously by a voice vote.

Grant Writing Proposal

Supervisor Shaw presented his request to retain the services of Carl Ferguson to find and apply for grants for Elmwood Township. There are millions of dollars available for projects like sidewalks and Mr. Ferguson has experience and contacts to make successful applications. He currently does grant writing for Traverse City, TART, and the Discovery Center. He charges \$45.00 per hour.

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE GALLAGHER TO ALLOW THE SUPERVISOR TO CONTACT THE GRANT WRITER AND PUT TOGETHER A LIST OF PRIORITIES AND MOVE FORWARD. The motion passed unanimously by a voice vote.

Parks and Recreation Committee Appointment

MOTION BY TRUSTEE DARGA, SECONDED BY TREASURER MIKOWSKI TO APPOINT HANNAH PRESTON TO THE PARKS AND RECREATION COMMITTEE FOR A TWO- YEAR TERM. The motion passed unanimously by a voice vote.

Timberlee Water Discussion

Trustee Darga reported on his visit to the Timberlee water system equipment. Also present for the site visit were engineer Ken Schwerdt and an employee of the Department of Public Works. Mr. Darga felt that the system is working well and working as built. He said there haven't been problems so there is no reason to change. Supervisor Shaw added that our engineer is getting numbers together regarding tank replacement in preparation for next month's meeting.

PAYMENT OF INVOICES

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE GALLAGHER TO PAY THE INVOICES IN THE AMOUNT OF \$71,133.50. The motion passed unanimously by a voice vote.

PUBLIC COMMENT

None

Adjournment

Supervisor Shaw adjourned the meeting at 7:48 p.m.

Check Register Report

Date: 07/05/2023

Time: 2:40 pm

Page: 1

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
37736	06/15/2023	Printed			1635	STEVEN ALBERTS	PAVILION DEPOSIT REFUND	50.00
37737	06/15/2023	Printed			01043	SHARON DARGA	PAVILION DEPOSIT REFUND	50.00
37738	06/15/2023	Printed			01041	JULIE DEAN	PAVILION DEPOSIT REFUND	50.00
37739	06/15/2023	Printed			959	DISCOVERY CENTER	2% GRANT	15,000.00
37740	06/15/2023	Printed			844	CATHERINE HENDGES	PAVILION DEPOSIT REFUND	50.00
37741	06/15/2023	Printed			01040	IC ELEMENTARY SCHOOL	PAVILION DEPOSIT REFUND	50.00
37742	06/15/2023	Printed			01045	CHARITY MANKE	PAVILION DEPOSIT REFUND	50.00
37743	06/15/2023	Printed			01044	MARK MCKINLEY	PAVILION DEPOSIT REFUND	50.00
37744	06/15/2023	Printed			1518	BRITTANY ROBERTS	PAVILION DEPOSIT REFUND	50.00
37745	06/15/2023	Printed			01042	VIRGINIA WILLETTE-GREEN	PAVILION DEPOSIT REFUND	50.00
37746	06/21/2023	Printed			A050	ACCIDENT FUND INS CO OF AMERIC	ACCT#A010131385	12,879.75
37747	06/21/2023	Printed			A127	AT&T MOBILITY	ACCT#287303700094	152.92
37748	06/21/2023	Printed			B111	BLUECROSS BLUESHIELD OF MI	GROUP ID 007015150	271.54
37749	06/21/2023	Printed			01046	MARK BONESSI	PAVILION DEPOSIT REFUND	50.00
37750	06/21/2023	Printed			C029	CHARTER COMMUNICATIONS	ACCT#005047601	464.01
37751	06/21/2023	Printed			C010	CHERRYLAND ELECTRIC COOR	ACCT#9902700	113.59
37752	06/21/2023	Printed			C040	CONSUMERS ENERGY	ACCT#1000 297 1540	3,397.52
37753	06/21/2023	Printed			M020	DTE ENERGY	ACCT#910021531439	321.43
37754	06/21/2023	Printed			E013	ELEVATE NET	REPLACE WIRELESS PT A DOCK	1,509.97
37755	06/21/2023	Printed			M008	GFL ENVIRONMENTAL	ACCT#002119662	579.55
37756	06/21/2023	Printed			G425	GUARDIAN	GROUP ID 00 357534	506.94
37757	06/21/2023	Printed			K016	KCI	ESTIMATED POSTAGE TAX BILLS	932.58
37758	06/21/2023	Printed			1550	KELLEY MACKAY	PAVILION DEPOSIT REFUND	50.00
37759	06/21/2023	Printed			036	PETER MOON	PETTY CASH	197.67
37760	06/21/2023	Printed			01049	MELISSA MORRICE	PAVILION DEPOSIT REFUND	50.00
37761	06/21/2023	Printed			P043	PRIORITY HEALTH	GROUP ID 790105	3,807.36
37762	06/21/2023	Printed			01048	CHRISTOPHER STRICKLAND	PAVILION DEPOSIT REFUND	50.00
37763	06/21/2023	Printed			C093	TRAVERSE CITY LIGHT & POWER	ACCT#00174230-5	21.68
37764	06/21/2023	Printed			01047	KRISTY TUPPER	PAVILION DEPOSIT REFUND	50.00
37765	06/21/2023	Printed			V023	VSP	CLIENT ID 30031936	182.47
37766	06/21/2023	Printed			W009	WILLIAMS & BAY SERVICE DIVISIO	HYDRO JET SERVICE/FIRE DEPT	284.83
37768	06/27/2023	Printed			01056	AMY COLLINS	PAVILION DEPOSIT REFUND	50.00
37769	06/27/2023	Printed			01051	HEATHER CRAKER	PAVILION DEPOSIT REFUND	50.00
37770	06/27/2023	Printed			01055	ASHLEY GAUTHIER	PAVILION DEPOSIT REFUND	50.00
37771	06/27/2023	Printed			482	BERNARD HANCHETT	PAVILION DEPOSIT REFUND	50.00
37772	06/27/2023	Printed			01050	MYRA LAUTNER	PAVILION DEPOSIT REFUND	50.00
37773	06/30/2023	Void	06/30/2023		01033	TADD LEWIS	SLIP CANCELATION	0.00
37774	06/27/2023	Printed			778	REEDEMER PRESBYTERIAN CHURCH	PAVILION DEPOSIT REFUND	50.00
37775	06/27/2023	Printed			01052	BRIAN SIMERSON	PAVILION DEPOSIT REFUND	50.00
37776	06/27/2023	Printed			01054	WATER'S EDGE GYMNASTICS	PAVILION DEPOSIT REFUND	50.00
37788	06/30/2023	Printed			01033	TADD LEWIS	SLIP CANCELATION	2,887.50

Total Checks: 41

Checks Total (excluding void checks):

44,611.31

Total Payments: 41

Bank Total (excluding void checks):

44,611.31

Check Register Report

Date: 07/05/2023
 Time: 2:40 pm
 Page: 2

ELMWOOD TOWNSHIP

BANK: ONLINE PAYMENTS

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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ONLINE PAYMENTS Checks

500025	06/15/2023	Printed			S023	SPEEDWAY SUPERAMERICA	ACCT FB627	996.04
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Total Checks: 1	Checks Total (excluding void checks):	996.04
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Total Payments: 1	Bank Total (excluding void checks):	996.04
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Total Payments: 42	Grand Total (excluding void checks):	45,607.35
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Supervisor's Report

7/10/23

1. The Watershed Center has a PixieDrone they are using on local marinas to clean surface water. They will be deploying it in the near future at the Elmwood Marina.
2. I am getting quotes for security cameras at the Township Hall. Our insurance company, Par Plan, has a Risk Reduction Grant that we will be applying for during the month of August. There is a resolution on tonight's agenda.
3. June 29, 2023 MDOT had a meeting here at the Township Hall for the stakeholders involved in the 2025 corridor improvement project. There was a significant amount of discussion regarding the roundabout proposed at M-22/M-72. Costs have skyrocketed, so MDOT is looking for money to finish the project. Hopefully, they will be able to get the funding needed to do the whole project.
4. Planner Sara Clarren and I met with our new Grant Writer, Carl Ferguson. He is on the lookout for grants that could help us with the Marina and sidewalks. We need to make a list of priorities. I'll put together some thoughts for next meeting. If any Board members have suggestions, please bring them to the August meeting.
5. The Personnel Committee met on June 20, 2023 to discuss some of the Grounds Crew wages. There was a question regarding the wage scale the Board approved a couple years ago. The Board may want to look at the wage scale again next year.
6. Sarah Clarren and I met with Kris Kushman from TART. He is putting together a proposal for us to look at.
7. I attended a Public Hearing at the Discovery Center regarding the improvements to the Discovery Pier. Discovery received a \$15 million dollar grant to help proceed with the joint venture with NMC and Michigan Tech. The first building is projected to be a \$50 million dollar building and will house NMC and Michigan Tech's freshwater studies facilities.

Jeff Shaw

From: Schwerdt, Kenneth <kschwerdt@wadetrim.com>
Sent: Thursday, June 29, 2023 1:25 PM
To: Jeff Shaw; dargainc@gmail.com; knothstine@gtcountymi.gov; Matt Butler
Cc: Sousa, Brian; 'John J. Divozzo'
Subject: RE: Timberlee site visit
Attachments: 2023-0628 Project Update.pdf

Hi Jeff,

Yes, we can discuss this at the next Board meeting. Attached is my project update with some updated preliminary costs for tank replacement. It appears that the cost of new hydropneumatic tanks has increased significantly from the estimates we received last year.

For the upcoming meeting, the Board should consider what options are important to them for the goals of the Timberlee system:

- If the goal is to sustain the existing system without providing potential for growth or additional connections to the system, and to select the least-cost option, then we should pursue replacing the existing tanks. Whether those are new tanks or with salvaged tanks from Garfield Township (both options need vetting during design). This option would have the least cost impact on the current users, and if the system needs to be expanded in the next 10 to 20 years this option would provide the least amount of capital input now, that would need to be redone. An alternate option of one large tank would also work here, but doesn't give as much operational flexibility and redundancy as two smaller tanks. Estimated costs range from \$600,000 up to \$750,000 depending on tank size and ability to utilize salvaged tanks and existing buildings.
- If the goal is to provide the ability of other users to connect to the system in the future then a gravity or pumped storage system should be pursued. This is the highest cost option ranging from \$1,500,000 and up depending on gravity storage tank sizing and land availability.

When we had the public meeting to inform the users of a potential improvement project a year ago, it was discussed that sustaining the system was desired by the users in attendance. We have identified options to do that with replacing the main hydropneumatic tank to address EGLE's concerns regarding the system.

Let me know if anyone would like to meet or discuss in more detail prior to the Board meeting.

Thanks,



Ken Schwerdt, Professional Engineer
10850 E. Traverse Highway, Suite 2260, Traverse City, MI 49684
231.947.7400



From: Jeff Shaw <supervisor@elmwoodmi.gov>
Sent: Tuesday, June 27, 2023 11:29 AM
To: Schwerdt, Kenneth <kschwerdt@wadetrim.com>; dargainc@gmail.com; knothstine@gtcountymi.gov; Matt Butler <mbutler@gtcountymi.gov>

Charter Township of Elmwood

Timberlee Water System Improvements
Project Update June 28, 2023

Cottonwood booster station

Improvements discussed for the Cottonwood station include making the air compressor automated again, inserting a valve to allow hydropneumatic tank isolation, and replacing all old gauges. We do not propose any other changes to the booster station. This has been discussed with EGLE and they stated this is acceptable.

Main hydropneumatic tank

The main tank will need to be replaced with either a hydropneumatic tank that has adequate pressure rating for the system, an elevated tank set high enough to provide gravity pressure to the system, or by a ground tank with a booster pump to supply pressure to the system. EGLE has stated that any of these options could be considered as a solution to the outdated tank operating over its allowable pressure. The most cost-effective option appears to be replacing the hydropneumatic tank, however this will limit the system to its existing service area. Any new development in this area would need to have its own source of water and could not connect to the system. The other options would allow future connections but at a much higher cost for initial construction or more difficult operation in the case of the ground tank with a booster pump.

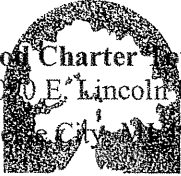
Since our previous meetings with EGLE ended with a consensus to pursue getting the system updated equipment without expansion of the service area, we focused on options for replacing the existing hydropneumatic tank. Specific options explored for tank replacement include:

- Replacing the existing tank in kind with proper pressure rated tank – estimated cost \$750,000
- Replacing the existing tank with two new smaller tanks – estimated cost \$600,000
- Replacing the existing tank with two salvaged smaller tanks from Garfield Twp – estimated cost \$400,000

The two smaller tanks options assume a new pole style building would be constructed on site to house them out of the weather. If the existing building would work for housing the tanks, the cost would be reduced. The use of the salvaged Garfield tanks would be another cost savings, but it should be noted that this would be considered a 25 year fix vs a 50 year fix if new tanks were used.

I am waiting for a response from EGLE on the use of two smaller tanks to replace the single large tank. The sizing calculations for the overall system show a smaller tank volume would be sufficient for this system. While we need to make sure we don't get into another short cycle situation like we have at the cottonwood booster station, reducing the total tank volume size by ½ its volume would be a significant cost savings.

Planning/ Zoning Department
planner@elmwoodmi.gov

 **Elmwood Charter Township**
10070 E. Lincoln Rd.
Traverse City, MI 49684

Contact Information
Ph: (231) 946-0921
Fax: (231) 946-9320

To: Elmwood Township Planning Commission

From: Sarah Clarren, Planner/Zoning Administrator

Date: July 3, 2023

RE: Waterways Grant Agreement

The Township received \$600,000 from the DNR for Phase 3C of the Marina project. This phase is for infrastructure improvements, including accessible parking and walkway improvements, new utilities to the Boater's Building, stormwater management, and other site amenities.

Enclosed in the packet is the Waterways Grant Agreement as well as a resolution prepared by the DNR. In anticipation of questions regarding past grant funding, I have also enclosed page 19 of our Parks and Recreation Plan which provides this detail.

Recommended motion, by roll-call vote:

To adopt resolution _____ of 2023, approving the grant agreement for marina phase 3c with the DNR matching funds of \$600,000.

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2023, between the Township of Elmwood, LEELANAU COUNTY, MICHIGAN (the "Township") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the Township is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the Township has asked that the Department assist the Township in the construction of infrastructure improvements Phase 3C, including ADA accessible parking and walkway improvements, new utilities to the Boater building, stormwater management ponds, and site amenities (bike racks, benches, gathering spaces, gas fire pit, etc) at the Elmwood Township Marina (45-204) (the facilities);

WHEREAS, the Township and Department jointly participated in the engineering study for the preparation of plans and specifications for the facilities, and the previous phases of development; and

WHEREAS, the Department is willing to assist the Township to construct the facilities, which are estimated to cost one million, four hundred eight-two thousand, six hundred twenty-five dollars (\$1,482,625.00), with the Department agreeing to pay approximately 40% of the estimated cost, not to exceed Six Hundred Thousand dollars (\$600,000.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the Township a sum of money equal to approximately 40% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Six Hundred Thousand dollars (\$600,000.00). The words "plans and specifications" shall mean the plans and specifications developed for the Township for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

- (b) release State funds as reimbursement according to the following:

Acceptance by the Township of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures acceptable to the Department and Township, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the Township or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

- (c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the Township.

- (d) provide for the periodic inspection of the facilities, including all equipment and buildings.

2. The Township shall:

- (a) immediately appropriate the sum of eight hundred eight-two thousand, six hundred twenty-five dollars (\$882,625.00) for the project, which represents about sixty percent (60%) of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the Township.

- (b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department in an appropriate digital format.

- (c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The Township shall maintain satisfactory financial accounts, documents, and records, and shall make them available to the Department for auditing at reasonable times. The

Township shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications, and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department reserves the option to have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The Township shall submit a written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the Township has failed to correct any safety issues, the Department will have the necessary work completed and the Township shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the Township and any principal, agent, contractor, and subcontractor of the Township:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the facilities are constructed, the Township shall:

(a) establish or assign a competent and proper agency of the Township to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the Township shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The Township shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the Township for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The Township shall request, no more than once annually, approval to vary from fee rates set by the Department.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the Township.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the Township due to construction, maintenance, or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the Township and the Department. The size, color, and design of these signs must meet department specifications and shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The Township shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

(h) participate in the State Harbor Reservation System for the life of facilities.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. Facility improvements are held for the life of facilities. Life of facilities is defined as a minimum of 20 years from latest grant award. The Township may request release from grant obligations after 20 years from date of last executed grant agreement. Release from grant obligations is subject to review of a professional Facility assessment.

5. The Township shall comply with all State and Federal statutes applicable to the facilities.

6. The Township must submit all reports, documents, or actions required by this Agreement to Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The Township must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved in perpetuity by the Township for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the Township and the Department.

10. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the Township shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Township agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The Township represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

12. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the Township without the Department's prior written approval.

13. Any failure by the Township to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Once a non-compliance issue(s) has been documented, the Department shall notify the Township. The Township has a right and an obligation to cure and shall collaborate with the Department to develop an acceptable plan to remedy any and all non-compliance issue(s), with the primary goal to continue to provide long term recreational waterway access to the boaters of Michigan. Further, a material breach of this Agreement by the Township shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over Township property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the Township, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the Township shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over Township property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the Township shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the Township a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue for the life of the facilities.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

TOWNSHIP OF ELMWOOD

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION

Upon motion made by _____, seconded by _____ the following Resolution was adopted:

"RESOLVED, that the Township of Elmwood, Leelanau County, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Township agrees, but not by way of limitation, as follows:

1. To appropriate the sum of eight hundred eighty-two thousand, six hundred twenty-five dollars (\$882,625.00) to match the Six Hundred Thousand dollars (\$600,000.00) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the Township pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF LEELANAU)

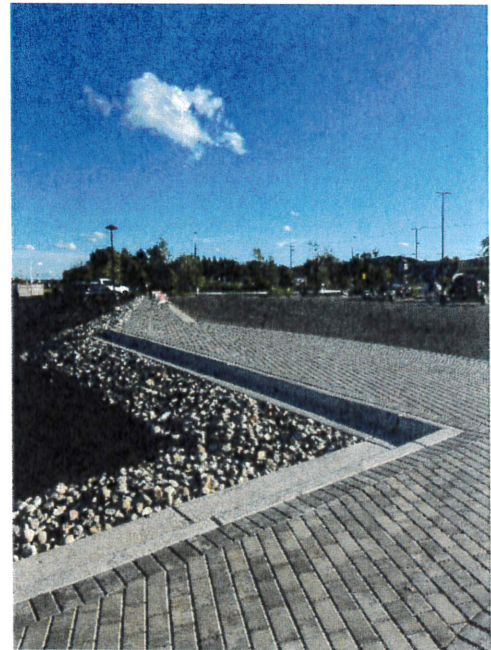
I, _____, Clerk of the Township of Elmwood, Leelanau County, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the Township Board at a meeting held _____, 2023.

Dated: _____

Township Clerk

conducting a series of public input sessions and user surveys which helped them to evaluate three different conceptual overlays to the 2008 preliminary plan.

The conceptual overlays incorporated new and evolving elements that were desired by the growing number of marina users. This subsequent extensive public input process eventually culminated in using township marina funds to develop an Elmwood Township Marina Master Plan from the ten point “wish list” that the Marina Committee recommended and the Township Board approved. Key among the findings and outcomes of the Elmwood Marina Master Plan was the need to conduct a Traffic Study of the Greilickville Commercial Corridor to determine the best future entrance and exit locations for the marina; the acquisition of off-site parking to provide room for future on-site improvements and the necessity to develop a phased approach to future targeted infrastructure improvements for subsequent grant submittals to the MDNR Waterways Commission. These investigative needs were met by the development of a M-22/Greilickville Commercial Corridor Traffic Study completed in 2016 (Progressive AE) and the Elmwood Township Marina Master Phasing and Implementation Plan completed in 2017 by (GFA/JJR). All planning efforts incorporate a holistic approach to future development of the Elmwood Marina which currently functions as the primary West Grand Traverse Bay public boat launch and provides three dual sided launch ramps available for use by local, regional and in and out of state residents alike.



Park Type: Public Marina, Boat Launch

Size: (6 acres)

Most Likely Service Area: Regional, State user-base

Grant (Year) / Grant Project / Funds awarded and /total project budget):

MDNR Waterways Commission (2012) / Marina Phasing Plan (2017): \$35,000/\$70,000

MDNR Waterways Commission (2007) / Marina Preliminary Engineering Feasibility Study (2007): \$19,000/\$38,000

MDNR Waterways Boating Access (2008) / C- Dock 55 slip floating pier: \$300,000/ \$750,000

USEPA/MDEQ Clean Vessels Act (CVA) (2011) / Marina Sanitary Pump Out System: \$47, 000/\$56,000

Great Lakes Fishery Trust (GLFT) (2012) / Public Fishing Pier Design: \$45,000/ \$51,750

MDNR Waterways Commission Phased Marina Infrastructural Improvements Engineering Analysis (2012): \$35,000/ \$70,000

MDNR (2017) / Phase I (new harbormaster building with public bath, reconfiguration of the North entrance, ramps, and North parking lot at the marina) / \$601,095 / \$601,095

MDNR (2018) / Phase II (revised work/placement of the harbormaster building, reconfiguration of the South entrance, South parking area along with stormwater and landscaping in the areas disrupted during reconstruction) / \$348,711/ \$348,711

Great Lakes Fisheries Trust (2018) / fish cleaning station / \$99,660/\$99,660

MDNR (2019) / design and engineering for the Boater’s Facility / \$118,500 / \$118,500

MDNR (2021) Phase 3a (removal of 3 existing buildings, the vertical extension of the existing seawall to keep site above the record high water levels, and additional seawall construction at the south end of the site to provide erosion protection to the proposed Boater’s Facility building) / \$378,000 / \$409,500

MDNR (2022) / Phase 3b (4,186 sq ft Boater’s Facility) / \$600,000 / \$2,000,000



TTCI

TTCI continues to move toward MPO status. The intergovernmental agreement is on our Agenda.

I had Bryan Graham look at the Intergovernmental agreement. He had a couple concerns, but after he and I had a conversation, he conceded his concerns shouldn't stop us from signing and moving the agreement forward.

The group voted 11-3 to have equal votes and equal cost. It works out to about \$3700 for each organization involved. Currently, we pay \$1000 per year.

Traverse Transportation Coordinating Initiative (TTCI)

Intergovernmental Agreement for Participants of the Metropolitan Planning Organization

Article I. Name

The name of the inter-municipality committee formed under this agreement shall be the Traverse Transportation Coordinating Initiative, hereafter referred to as TTCI. The formation of this body replaces any former committee which was organized as a precursor to the formal establishment of the Metropolitan Planning Organization.

Section 1.01 Transfer of Balance of Funds

All funds held under the control of the committee established as the Traverse Transportation Coordinating Initiative previous to the execution of this agreement shall be transferred under the control of the entity named in Article I.

Article II. Purpose and Authority

Michigan Public Act 200 of 1957 provides for the creation, by two or more municipalities, of an inter-municipality committee for the purpose of studying area transportation issues of mutual interest and concern. TTCI shall operate and act in compliance with and under the authority of Michigan Public Act 200 of 1957 and shall have the duties, privileges and rights prescribed in that Act.

Article III. Fiscal Year

The fiscal year for TTCI shall be October 1st through September 30th of the following year.

Article IV. Duties of TTCI

The duties of TTCI shall be broad objectives that will encompass, but are not limited to the following:

1. Develop transportation plans and programs and establish processes for the continuing review of plans, recommendations, and programs to facilitate the movement of persons and goods in the TTCI Study Area.
2. Design and carry out the assembling and analysis of information pertaining to transportation with the study area.
3. Coordinate transportation facility implementation and operation within the TTCI Study Area.

4. Review and evaluate the planning and programming of transportation related activities, projects and programs within the TTCI Study Area, as they may impact the transportation system.
5. Assist in project implementation where such projects require organizational, functional and operational analysis and/or to undertake those implementation functions not reserved to other agencies or as may be appropriately delegated by such other agencies.
6. Establish and implement a continuing program of public information regarding transportation planning, programs and projects.

Article V. TTCI MPO Organization

TTCI shall be the established transportation planning body for the Census Designated Traverse City-Garfield Urbanized Area and TTCI Metropolitan Planning Area. Representation from transportation agencies, transit agencies and units of government which constitute a minimum of seventy-five percent (75%) of the US Census defined urbanized area shall meet the legislative requirements to seek TTCI MPO establishment; when they have agreed to participate in the formation of the inter-municipality committee through the approval and adoption of this inter-governmental agreement.

Section 5.01 Census Defined Urbanized Area and Metropolitan Planning Area

(a) Census Defined Urbanized Area:

The United States Census Bureau conducts decennial census every ten (10) years. Upon completion of the decennial census the US Census Bureau conducts a review of data which supports the designation of urbanized areas. Following each decennial census, TTCI shall work with the Michigan Department of Transportation to ascertain changes to urbanized area boundaries, and shall make necessary revisions to meet the requirements of Michigan Public Act 200 of 1957. See *Attachment A* for a map of the urbanized area prescribed by the 2020 US Decennial Census. This attachment shall be updated following each decennial census.

(b) Metropolitan Planning Area:

The Metropolitan Planning Area (MPA) is the designated geographic boundary within which the planning processes prescribed in 23 CFR 450 and 49 CFR 613 is to be carried out. The Metropolitan Planning Area shall include all geographic boundaries which contain census designated urbanized areas and shall also contain geographic unit boundaries of areas which are forecasted to become urbanized within the next twenty (20) years. MDOT shall make recommendation on MPA boundaries following each decennial census with the final MPA designated by the TTCI Policy Board. A geographic boundary is defined as a Township, Village and City civil division boundaries. See *Attachment B* for a map of the MPA. This attachment shall be updated following each decennial census or as necessary to include expansion of the planning area boundary.

Section 5.02 Eligibility

All transportation agencies, transit agencies and local units of government, which include within their respective service area or civil division boundary, a portion of the defined urbanized area or MPA; are eligible for inclusion and participation with TTCI and are referred to as Eligible Entities. A local unit of government is defined as a Village, City, Township or County. Eligibility shall solely be met through this section 5.02 and section 5.03 Member Conditions.

Section 5.03 Member Conditions

The following conditions are required of participating eligible entities.

(a) Voting Rights:

Participating eligible entities are each provided one (1) vote on the Policy Board. The single vote shall be administered by the primary or alternate Policy Board Member, and in no case shall both the primary and alternate Policy Board Member preside at the same meeting and in no case shall more than one (1) vote be cast by an individual eligible entity.

(b) Planning Organization Dues:

Each participating eligible entity shall pay planning dues in a sufficient amount to meet the required eighteen point fifteen percent (18.15%) of the Consolidated Planning Grant provided by MDOT. Planning due amounts are established in *Attachment C*, with the prescribed dues having been certified through approval of this agreement. Dues shall be paid by each participating eligible entity each fiscal year upon receiving the invoice, and payment shall be made within 45 days of the receipt of the invoice. Attachment C shall be updated each year following the release of the monetary amount of the consolidated planning grant by the Michigan Department of Transportation.

(c) Participation:

Participating eligible entities shall make every effort to have their representative attend TTCI Policy Board, Executive Committee (*if applicable*), Technical Committee (*if applicable*), or Ad Hoc Committee meetings (*if applicable*). Participation is fundamental to the successful operation of the MPO Planning Process(es). Unexcused absences will be monitored and relayed to respective eligible entity's governing board following the absence. Accumulation of three (3) unexcused absences within a single fiscal year will cause a formal request by the TTCI Policy Board for appointment of a new representative by the respective eligible entity.

Article VI. Meeting Standards, Policy Board, and Committees

Section 6.01 Quorum

A quorum is required for the conducting of business. The presence of a simple majority of the TTCI Policy Board Membership (as defined in Article VI, Section 6.03.(a)) OR the presence of three-fifths (3/5) of transportation implementing agencies (BATA, City of Traverse City, GTCRC, LCRC, MDOT) and two (2) local units of government shall constitute a quorum for the purpose of

conducting business. Active voting members are those duly appointed representatives whose membership dues were paid in the prior budget year.

Section 6.02 Meeting Operation

Meeting parliamentary procedure and voting decision processes of the TTCI Policy Board, Executive, Technical and Ad Hoc Committees shall operate according to "Robert's Rules of Order". All meetings of the TTCI Policy Board and Technical Committee shall operate within the requirements of the Michigan Open Meetings Act (OMA), 1976 PA 267, MCL 15.261 et seq.

Section 6.03 TTCI Policy Board

(a) TTCI Policy Board Membership

Membership on the TTCI Policy Board shall consist of one (1) individual from each participating eligible entity, whom is designated by the respective entities governing body to serve as their representative. Representatives may be members of the governing board, executive staff or their designee. Eligible entities shall appoint one (1) primary member to the TTCI Policy Board and shall appoint a second alternate member to attend in the primary member's absence. Designations shall be made by each participating eligible entity at their first meeting of the calendar year and as otherwise outlined for replacement, with the exception of the initiation of the board under initial execution of this agreement. Designations shall be made in writing and by name provide a primary and alternative representative. Designations shall occur for each participating entity that have executed approval of this agreement, and shall include a representative from the Michigan Department of Transportation and the Federal Highway Administration as necessary. TTCI Policy Board Members are provided in *Attachment D*.

(b) Terms of TTCI Policy Board Members

Policy Board Members shall serve a term of two (2) years, or until their replacement is designated by the eligible entities governing body. Policy Board members, whom are elected officials for eligible local units of government or a member of a governing body of an eligible agency, shall not serve past the expiration of their elected office for the eligible entity or expiration of their appointment on the eligible entities governing body. Members of the Policy Board who are staff to a participating eligible agency or local unit of government shall not serve beyond their time of employment with such eligible entity. A participating eligible entity membership that has expired due to any of the factors above shall be notified and a new designee shall be named by the respective eligible entities governing board at that time.

(c) Officers

The TTCI Policy Board shall be served by an Executive Committee comprised of elected officers, which consist of a Chairperson, Vice-Chairperson, a Secretary and a Treasurer. The officers shall serve the duties outlined within the Policy Board by-laws. Officers shall be elected from TTCI Policy Board members who have served on the Policy Board from initial approval of this agreement or for a minimum of one (1) year. The four member Executive Committee shall have at least one (1) elected City, Village, Township or County representative and at least one (1)

representative of a transportation or transit agency. Officers shall be elected following a formal nomination from another member of the board, followed by a vote of the board; this shall occur for each respective officer position. Election of officers shall be at the first meeting of each calendar year or as soon as possible thereafter. Officers shall serve a term of one (1) year, or until a successor is elected. If a vacancy occurs then an election for that office shall occur at the next regular meeting of the Policy Board and that successor shall serve the remainder of the existing term.

(d) Meetings

The TTCI Policy Board shall hold meetings in accordance with the by-laws of the Policy Board.

Section 6.04 TTCI Executive Committee

(a) TTCI Executive Committee Established

The TTCI Executive Committee shall be established through representation of the officers of the TTCI Policy Board.

(b) TTCI Executive Committee Membership

Membership on the Executive Committee shall follow the procedure outlined in Section 6.03.(c).

(c) Terms of TTCI Executive Committee Members

TTCI Executive Committee terms shall follow the standards outlined in Section 6.03.(c).

(d) Executive Committee Meetings

TTCI Executive Committee Meetings shall be held and operate in accordance with the TTCI Policy Board By-laws.

Section 6.05 TTCI Technical Committee

(a) TTCI Technical Committee Established

The TTCI Technical Committee is hereby established and represented by professional staff of participating eligible entities of the TTCI Policy Board with inclusion of representation of other entities which are important to the areas transportation planning processes.

(b) TTCI Technical Committee Membership

Membership on the TTCI Technical Committee shall occur through designation of a representative by each participating eligible entity of the TTCI Policy Board. A representative shall also be included, but not limited to from each of the following entities; Northwestern Michigan College, Traverse City Area Public Schools, Traverse Connect, Cherry Capital Airport Authority, Michigan Department of Transportation, Grand Traverse Tribe of Ottawa and Chippewa Indians. TTCI Technical Committee members shall be designated through the process established in the TTCI Policy Board By-laws.

(c) Terms of TTCI Technical Committee Members

TTCI Technical Committee terms shall be in accordance with the TTCI Policy Board By-laws.

(d) TTCI Technical Committee Meetings

TTCI Technical Committee Meetings shall be held and operate in accordance with the TTCI Policy Board By-laws.

Section 6.06 Ad Hoc Committee

(a) TTCI Ad Hoc Committee Establishment

Ad Hoc Committees, special committees, and subcommittees may be established as deemed necessary by the TTCI Policy Board to further purposes in keeping with responsibilities and objectives.

(b) TTCI Ad Hoc Committee Membership

TTCI Ad Hoc Committees membership shall be in accordance with the TTCI Policy Board By-laws.

(c) Terms of TTCI Ad Hoc Committee Members

TTCI Ad Hoc Committee terms shall be in accordance with the TTCI Policy Board By-laws.

(d) TTCI Ad Hoc Committee Meetings

TTCI Ad Hoc Committee Meetings shall be held and operate in accordance with the TTCI Policy Board By-laws.

Section 6.07 Community Engagement

TTCI shall meet requirements for citizen input for the planning area through placement of a public comment agenda item on each meeting agenda for the TTCI Policy Board and TTCI Technical Committee meetings. Community Engagement events will also be scheduled a minimum of two (2) times per fiscal year. Events may consist of input sessions held at community halls or centers, pop-up sessions held in public spaces or through other interactive methods which gain public feedback. The actions outlined within this section shall be included in the Public Participation Plan (PPP) which will be updated as necessary through guidance of MDOT.

Section 6.08 Meeting Notices, Agendas and Minutes

(a) Meeting Notices

All TTCI Policy Board, TTCI Technical Committee and TTCI Ad Hoc Committee meetings shall be appropriately noticed in meeting the requirements of section 6.02.

(b) Meeting Agendas

All TTCI Policy Board, TTCI Technical Committee and TTCI Ad Hoc Committee meetings shall have an agenda provided to respective members no later than five (5) days prior to all regular meetings.

(c) Meeting Minutes

Minutes shall be taken and prepared for each TTCI Policy Board meeting, with the Draft minutes reviewed and voted upon for approval to a Final Copy of the Minutes at the next regular Board Meeting.

Article VII. Staffing and Support

Section 7.01 Staffing Arrangement

The TTCI Policy Board shall contract with the Northwest Michigan Council of Governments (dba. Networks Northwest) to coordinate and conduct administration and staffing related to its purpose, responsibilities and objectives. Personnel assigned to TTCI will adhere to a staffing plan outlined within each fiscal year's Unified Work Program, which is approved by the TTCI Policy Board.

Section 7.02 TTCI Board Autonomy

TTCI shall be a stand-alone entity autonomous from the Northwest Michigan Council of Governments (dba. Networks Northwest) Board.

Section 7.03 Supportive Services

TTCI may enter into agreements with other public and private agencies, including consultants, for all types of surveys and studies relating to its purpose, responsibilities and objectives. Such surveys and studies shall be identified and described in the annual Unified Work Program.

Article VIII. Unified Work Program Plan & Budget

Section 8.01 Unified Work Program (UWP)

A UWP shall be prepared prior to each fiscal year. The UWP shall meet all necessary State and Federal Planning requirements and focus areas. The UWP shall include all work to be undertaken within the fiscal year, outline necessary staffing and support, include action items and deliverables and work within a fiscally constrained context of the Consolidated Planning Grant. The UWP shall be reviewed and approved by the TTCI Policy Board prior to submittal to MDOT.

Section 8.02 Budget

A budget shall be prepared prior to each fiscal year. The budget shall detail the Consolidated Planning Grant (CPG) funds, and local matching funds provided for the required eighteen point fifteen percent (18.15%) match. The budget shall outline expenditures for staffing committed to the UWP action items. The budget shall be included within the UWP and voted upon by the TTCI Policy Board for approval.

Article IX. Bylaws

TTCI Policy Board shall operate under an agreed upon set of by-laws. By-laws shall uphold and not conflict with any provisions of this agreement. The provisions of this agreement shall always supersede the bylaws in guidance of board operation, the processes of the organization and all matters contained within this agreement.

Section 9.01 Adoption

Bylaws shall be adopted by a two-thirds (2/3) vote of the TTCI Policy Board Membership.

Section 9.02 Amendment

Bylaws may be altered, amended or replaced at any regular or special meeting of the Board by at least two-thirds (2/3) vote for the purpose of bylaw amendment. A copy of the proposed changes to the bylaws shall be filed with the Secretary at least ten (10) days prior to the meeting where such action is proposed to be taken and the secretary shall send a copy of the proposed change to each representative along with written notice of the time and place of such meeting. The Secretary shall also ensure that representatives received their notices at least five (5) days prior to such meeting.

Article X. Amendments to this Agreement

Section 10.01 Addition or Withdrawal of Eligible Entity

This intergovernmental agreement shall be amended for addition of any eligible entity and for the withdrawal of an eligible entity at any point during a fiscal year. This agreement shall not require approval of each respective participating entity for addition and removal of any eligible entity. *Attachment D* shall be updated to reflect any changes with eligible entity participation levels.

Section 10.02 Amendment to Update Attachment A (Census Urbanized Boundaries) and to Update Attachment B (Metropolitan Planning Area)

This intergovernmental agreement shall be amended following each decennial census upon the release of the updated Urbanized Area boundaries and whenever an adjustment is made to the Metropolitan Planning Area Boundary. The amendment shall only include updates to attachments A and B. This amendment shall require only a simple majority vote of the TTCI Policy Board.

Section 10.03 All Other Amendments

All other amendments to this agreement shall require approval of the TTCI Policy Board and the governing body of each participating entity. The process for amendments shall be:

1. Desired amendments shall be brought forth and placed on a TTCI Policy Board Agenda for discussion and voting.

2. A simple majority vote of the TTCI Policy Board shall move to amend a draft of the agreement.
3. The amended draft agreement will be taken to each respective participating eligible entity's governing board for approval.
4. Once approval from each respective participating eligible entity's governing board is received, the amended draft agreement will be voted upon by the TTCI Policy Board for adoption of the amendment.
5. A two-thirds (2/3) vote of the TTCI Policy Board shall be necessary for final approval of the amended agreement.

Article XI. Addition of Eligible Entities

Eligible entities as outlined in Section 5.02 with ability to comply with the conditions of Section 5.03 may be added to TTCI during any part of the fiscal year. The process for addition of an eligible entity is as follows:

1. The eligible entity shall petition in writing, directed to the TTCI Policy Board, a formal request to be included as an entity of TTCI.
2. TTCI Staff shall review the request and determine if the entity meets the eligibility requirements.
3. The request shall then be placed on an upcoming regular meeting Agenda of the Board for the action to be considered, through the approval of an amendment to this agreement as outlined in Section 10.01.
4. The Amendment shall place the name of the eligible entity in *Attachment D* as outlined in Section 6.03.(a)
5. Upon TTCI Board approval of the amendment, the eligible entity to be added to TTCI must obtain approval of this agreement from their respective governing board.
6. Upon approval of the agreement by the respective governing board, the entity shall pay the required yearly dues as outlined in Section 5.03 (b) and *Attachment C* for the current fiscal year in which they will be added.
7. The eligible entity shall be considered a member of TTCI upon paying of the required due.
8. The bylaws shall be updated to include the eligible entity as a member of TTCI in accordance with Section 9.02 of this agreement.

Article XII. Withdrawal of Eligible Entities

An eligible entity may withdrawal from TTCI at any time during the fiscal year. An eligible entity, which withdrawals from TTCI shall not be reimbursed for any portion of their dues for any past and current fiscal year. The process for withdrawal of an eligible entity is as follows:

1. The eligible entity shall petition in writing, directed to the TTCI Policy Board, a formal request to withdrawal from TTCI.
2. The request for withdrawal shall be placed on the next upcoming regular meeting Agenda of the TTCI Policy Board, with action requested.
3. The TTCI Policy Board shall take action on the request and amend the agreement as outlined in Section 10.01.
4. The amendment shall include removal of the entity name from *Attachment D* under Section 6.03.(a).
5. The eligible entity shall be considered withdrawn from TTCI once the amendment has been approved.
6. The bylaws shall be updated in accordance with Section 9.02.

Article XIII. Removal of Entity

An entity which no longer meets the conditions of this agreement, and is considered an Inactive Member under Article XIV of this agreement, may be removed from TTCI by a simple majority vote of the TTCI Policy Board.

Article XIV. Inactive Membership Status

Any entity which is a member of TTCI and has not paid its annual dues in accordance with Section 5.03.(b) or no longer meets the eligibility requirements of 5.02 shall be considered an "Inactive Member", and shall no longer have authority to preside at TTCI Policy or any respective Committee meetings. The entity's "Inactive Member" status shall be referred to the Executive Committee for appropriate action. Appropriate action may include Removal of the Entity under Article XIII or a request to the entity to meet the condition of Sections 5.02 and 5.03.

Article XV. Adoption

Upon original adoption of this Intergovernmental Agreement by the legislative body of each participating eligible entity as outlined in Section 5.02, such adoption shall be evidenced by an endorsement on this agreement under Article XVI Signatories by the Chief Elected Official and Secretary or Clerk of each respective eligible entities governing board at the time of execution of the agreement.

Article XVI. Signatories

This agreement is executed on the _____ day of _____, 2023 by the

having motioned for approval of the agreement, support and an affirmative vote of the governing board.

Board Chair/President (PRINT)

Board Chair/President (SIGNATURE)

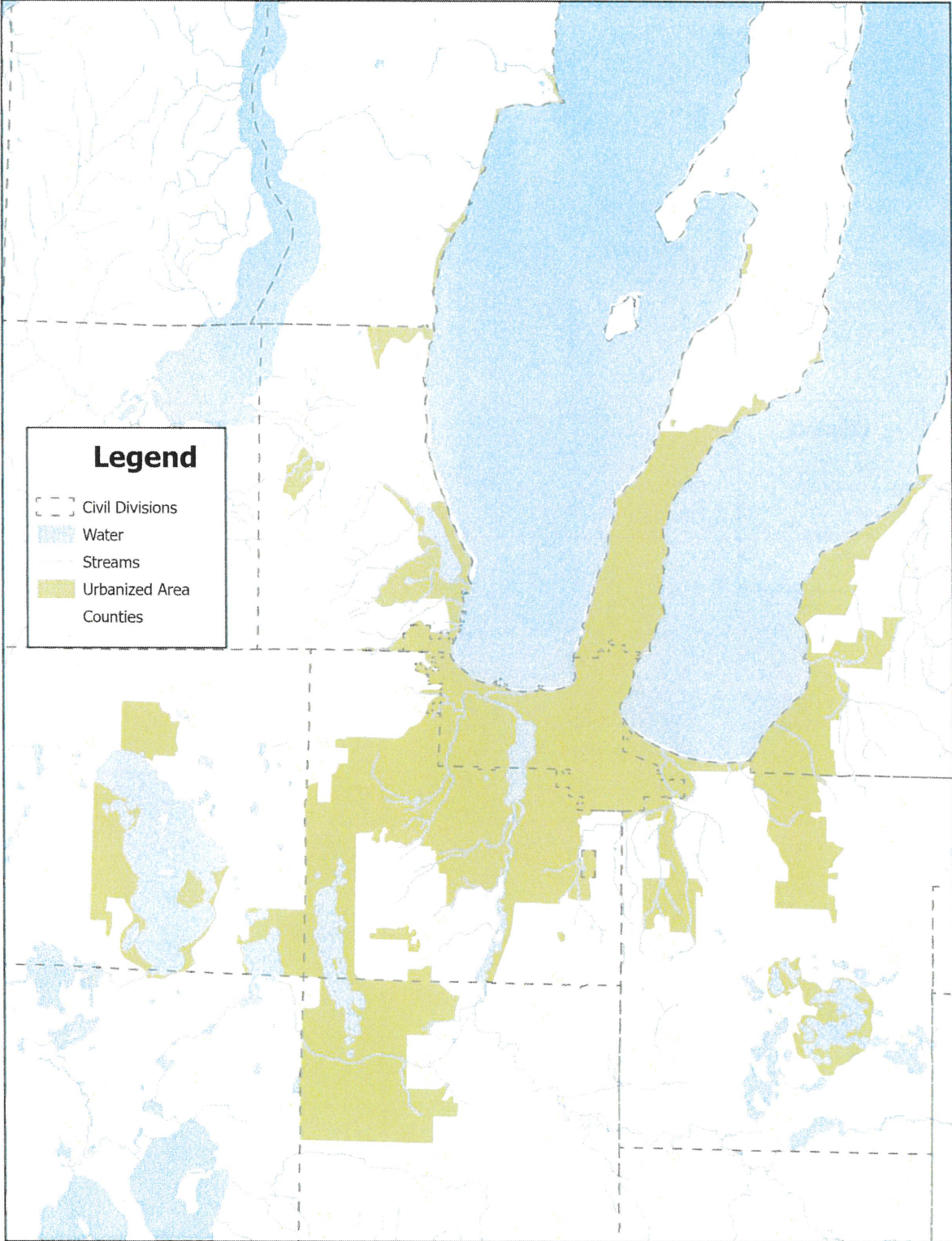
Date

Clerk/Secretary (PRINT)

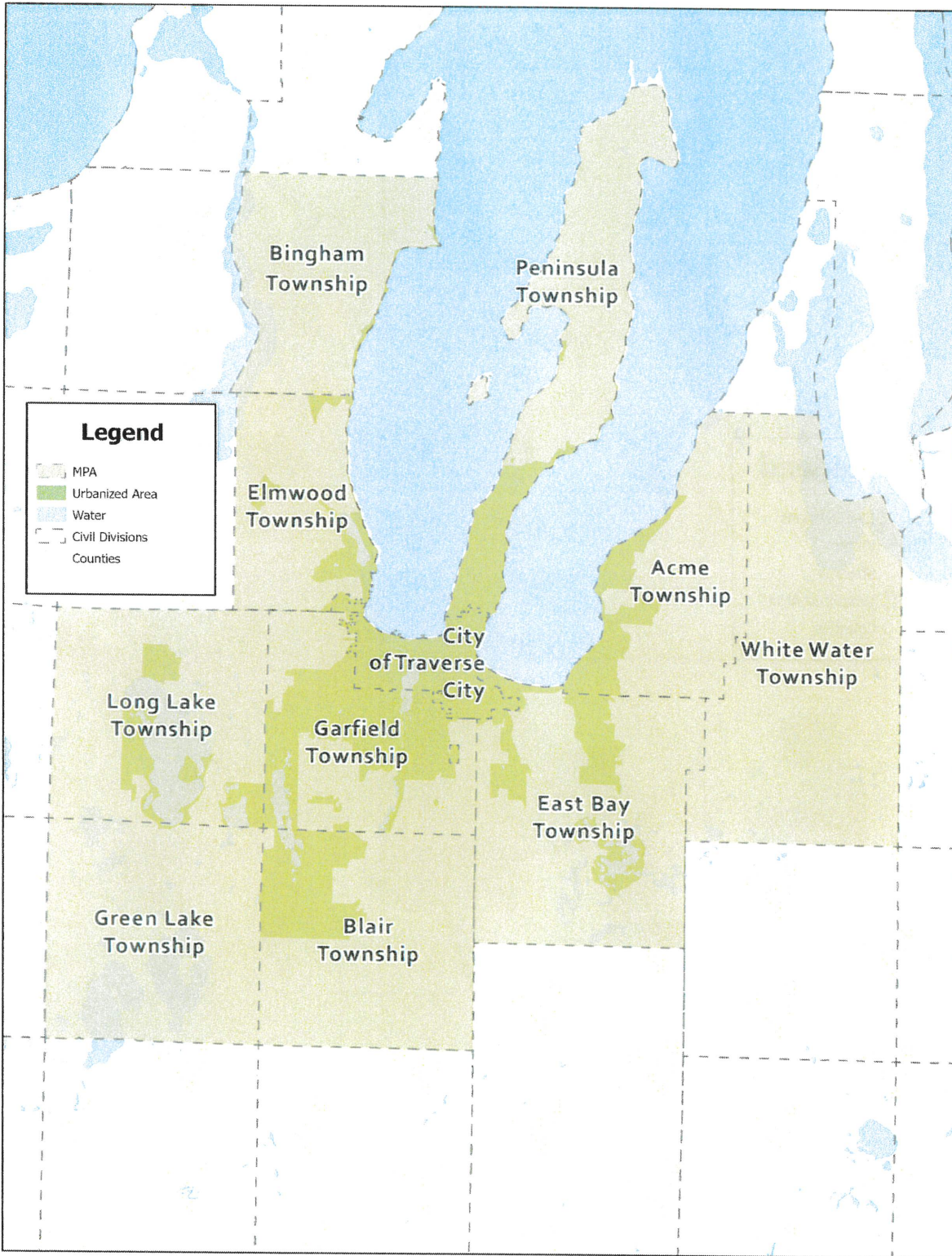
Clerk/Secretary (SIGNATURE)

Date

Attachment A: U.S. Census Defined TC-Garfield Urbanized Area (2020)



Attachment B: Metropolitan Planning Area (2023)



Attachment C: Membership Due Calculations

Dues shall be set at an equal proportion of the required 18.15% match to be met by each participating eligible entity. The dues shall be calculated for the consolidated planning grant amount provided to TTCI by the Michigan Department of Transportation for each fiscal year. The Consolidated Planning Grant match required for Fiscal Year 2024 shall be **\$50,672.98**.

Example Calculation:

Fourteen (14) eligible entities sign onto the agreement:

$$\$50,672.98 / 14 = \$3,619.50$$

Each of the 14 participating eligible entities would match in the amount of **\$3,619.50**

Attachment D: TCI Eligible Entity Membership

This section to be completed upon the execution of this agreement; through placing the name of each eligible entity participating on the TCI MPO Policy Board.

TTCI POLICY BOARD MEMBER LIST (DRAFT Eligible Entity Roster)

Name	Title	Org	Email	Phone	Officers
Mark Wilson	Commissioner	Traverse City	mwilson@traversecitymi.gov	(231) 999-1436	
Brad Kluczynski	Managing Director	GT Cty Road Commission	bkuczynski@gtrc.org	231-922-4848	Secretary
Kelly Dunham	Executive Director	BATA	dunhamk@bata.net	231-933-5544	Chair
Chuck Korn	Supervisor	Garfield Twp	ckorn@garfield-twp.com		Vice Chair
Brad Jewett	Commissioner	GT County	bjewett@gtcountymi.gov	231-633-9421	
Beth Friend	Supervisor	East Bay Twp	bfriend@eastbaytwp.org	231-947-8719	Treasurer
Jeff Shaw	Supervisor	Elmwood Twp	supervisor@elmwoodmi.gov	231-946-0921	
Brendan Mullane	Manager	Leelanau Cty Road Commission	bmullane@leelanauroads.org	231-271-3993	
Doug White	Supervisor	Acme Twp	dwhite@acmetownship.org	231-938-1350	
Dan Wagner	TC TSC Manager	MDOT	wagnerD2@michigan.gov	231-340-9295	
Ron Lemcool	Supervisor	Long Lake Township	Supervisor@LongLakeTownship.com		
Andy Marek	Treasurer	Green Lake Township	treasurer@greenlaketownship.org		
Isaiah Wunsch	Supervisor	Peninsula Township	supervisor@peninsulatownship.com		
Midge Werner	Supervisor	Bingham Township	jmw202@gmail.com		
Jeff Franklin	Supervisor, MPO Regional Services West Unit	MDOT	FranklinJ1@Michigan.gov		
Deborah Allen	Leelanau County Administrator	Leelanau County	dallen@leelanau.gov	12312568100	
Nicole Blonshine	Supervisor	Blair Township	supervisor@blairtownshipmi.gov		
Lynette Wolfgang	Clerk	Blair Township	clerk@blairtownship.org	(231) 276-9263	
Steve Brock	Interim City Manager	Traverse City	sbrock@traversecitymi.gov		
Haider Kazim	Road Commissioner (Vice Chair)	Grand Traverse County	hkazim@gtrc.org	231-922-1888	

Alternatives					
Krista Phillips	MDOT TC TSC Operations Engineer	MDOT	philipski7@michigan.gov	989-245-2173	
Craig Brown	Engineer	Leelanau Cty Road Commission	cbrown@leelanauroads.org	231-271-3993	
Wayne Schoonover	County Highway Engineer	GTRC	wschoonover@gtrc.org	231-922-4848	
Claire Karner	Planner	East Bay Twp	ckarner@eastbaytwp.org	231-947-8681 x2	
Eric Lingaur	Communications and Development Director	BATA	lingaure@bata.net	231-933-5534	
Mitchell Treadwell	Commissioner	Traverse City	mtreadwell@traversecitymi.gov	(231) 409-4819	
Rob Hentschel	Commissioner	Grand Traverse County	rhentschel@gtcountymi.gov	231-944-2868	
John Sych	Planning Director	Garfield Township	jsych@garfield-twp.com	231-225-3155	
Bob Neleson	Airport Engineer	Cherry Capital Airport	bob.neleson@tvairport.com		
Mark Bishop	Chief Financial Officer	Cherry Capital Airport	mark.bishop@tvairport.com		
Jenn Cramer	Planner	Peninsula Twp.	planner@peninsulatownship.com		

CHARTER TOWNSHIP OF ELMWOOD
Resolution of Support
Michigan Township Participating Plan Grant Application

Resolution 11 of 2023

At a regular meeting of the Board of the Charter Township of Elmwood, held on July 10, 2023 in the Elmwood Township Hall, 10090 E. Lincoln Rd., Elmwood Township, Leelanau County, Michigan at 6:00 p.m. there were

PRESENT:

EXCUSED:

The following preamble and resolution were offered by _____ and supported by _____.

WHEREAS The Charter Township of Elmwood Board wishes to apply for a Risk Reduction Grant through the Michigan Township Participating Plan (Par Plan) to assist in purchasing/funding security cameras; and

WHEREAS The Charter Township of Elmwood Board is seeking a grant contribution of \$5000.00

NOW, THEREFORE, BE IT RESOLVED, that The Charter Township of Elmwood Board supports submittal of an application to the Michigan Township Participating Plan for a \$5000.00 grant to assist in funding security cameras.

The following voted:

Yeas:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED

Jeff Shaw, Supervisor

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Elmwood, County of Leelanau, Michigan, at a regular meeting held on July 10, 2023.

Connie Preston, Clerk

Elmwood Township
Board of Review Appointment

1. Please appoint Judy Platt to the Elmwood Township Board of Review, beginning July 10, 2023, ending December 31, 2024.
2. Please appoint Jeff Beamsley to the Elmwood Township Zoning Board of Appeals. 3- year term, August 2, 2023 to August 1, 2026.

Application to Become Involved

Thank you for your interest in serving on a board or committee of Elmwood Township. While there may not be a current vacancy, applications on file may be reviewed for future appointments.



Elmwood

The Charter Township
of Elmwood

Leelanau County

10090 E. Lincoln Rd.
Traverse City, Mi 49684
Office (231) 946-0921
Fax (231) 946-9320

Name: Judy Platt

Address: 10650 E. Pico

TC. 49684

Phone Number: 586-556-1812

Email: judyplatt2@gmail.com

Board/Committee Interested In:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Planning Commission | <input checked="" type="checkbox"/> Board of Review |
| <input checked="" type="checkbox"/> Zoning Board of Appeals | <input checked="" type="checkbox"/> Marina Committee |
| <input checked="" type="checkbox"/> Park and Recreation Committee | |

Other: _____

Why are you interested in serving on this board/committee?

What work experience or education do you have related to the board/committee you are interested in serving on?
Former reattor, investor (property) resort
owner, very active senior, boater.

Judy Platt _____ 10/5/22
Signature Date

Application to Become Involved

Thank you for your interest in serving on a board or committee of Elmwood Township. While there may not be a current vacancy, applications on file may be reviewed for future appointments.



Elmwood

The Charter Township
of Elmwood

Leelanau County

10090 E. Lincoln Rd.
Traverse City, Mi 49684
Office (231) 946-0921
Fax (231) 946-9320

Name: JEFF BEANSKY

Address: 86285 Lakeside Rd.

TC, MI 49684

Phone Number: 734-652-9539

Email: jeff.beansky@gmail.com

Board/Committee Interested In:

Planning Commission Board of Review

Zoning Board of Appeals Marina Committee

Park and Recreation Committee

Other: _____

Why are you interested in serving on this board/committee?

Leelanau County is ongoing sign. fight groups.

I think I could help find balance between preservation and growth.

What work experience or education do you have related to the board/committee you are interested in serving on?

I analyze buy sell and grow businesses. I'm involved in

promoting the growth of the entrepreneurial community

J Beansky 1/29/19
Signature Date