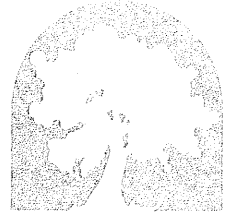


**CHARTER TOWNSHIP OF ELMWOOD  
PLANNING COMMISSION  
SPECIAL MEETING**

December 5, 2018  
6:00 PM



**Commission  
Members:**

Rick Bechtold, Chair

Jeff April, Vice-  
Chair

George Prewitt,  
Secretary

Kyle Trevas

Doug Roberts

Amanda Elliott

Reid Johnston

- A. Call to order – 6:00 PM
- B. Pledge of Allegiance
- C. Roll Call
- D. Agenda Modifications/Approval
- E. Declaration of Conflict of Interest (*Items on the Agenda*)
- F. Purpose of Special Meeting
  - 1. Introduction- ZO 2017-04-04- Rezoning Request from R-1 to NC for 12848 S West Bay Shore Dr, 10700 & 10702 E Cherry Bend, Parcel # 004-028-105-00, 004-028-108-00 & 004-028-109-00
  - 2. Discussion- ZO 2017-04-05- Zoning Ordinance Amendment-Agricultural Commercial Enterprise
  - 3. Discussion- ZO 2017-04-06- Zoning Ordinance Amendment- Special Events and Facilities Definition
- G. Public Comment-See Rules Below
- H. Adjourn

**Public Comment Rules:**

This is an input option. The Commission will not comment or respond to presenters. Silence or non-response from the board should not be interpreted as disinterest or disagreement by the board.

- Speakers are asked, but not required, to identify themselves by name and address
- Limit comments to 3 minutes for limited public comment
- Comments shall be addressed to the chair, not individual board members or others in the audience

PLACE:

Elmwood Township Hall  
10090 E. Lincoln Road  
Traverse City, MI 49684  
(231) 946-0921

To: Elmwood Township Planning Commission

From: Sara Kopriva AICP, Planner/Zoning Administrator

Date: November 27, 2018

RE: ZO 2017-04-04 Rezoning Request

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**Recommended Motion:** Motion to schedule a public hearing for ZO 2017-04-04 for January 15, 2019.

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The applicant is requesting to rezone 2 parcels and a portion of another from Residential 1 (R-1) to Neighborhood Commercial (NC) along M22 and Cherry Bend Rd. Attached is the current zoning map, future land use map and their application. Below is the criteria for review and approval that will be used after the public hearing.

## **SECTION 11.12 ZONING ORDINANCE AMENDMENTS**

### **2. Map Amendment (Rezoning).**

- a. The proposed map amendment shall be consistent with the goals, policies, and future land use map of the Elmwood Township Master Plan.
- b. The proposed district and the uses allowed shall be compatible with the site's physical, geological, hydrological and other environmental features. The potential uses allowed in the proposed zoning district shall also be compatible with surrounding uses in terms of land suitability, impacts on the community, density, and potential influence on property values and traffic impacts.
- c. If rezoned, the site is capable of accommodating the uses allowed, considering existing or planned infrastructure including roads, sanitary sewers, storm sewers, water, sidewalks, and road lighting.
- d. Other factors authorized by law.

Charter Township of Elmwood

AMENDMENT APPLICATION

Owner Name: BHLN, LLC Owner Phone: \_\_\_\_\_

Owner Address: 40 Beers Howard Lee & Northway LLC  
3124 Ishpeming Tr, Traverse City, MI 49686

Applicant Name: Foundations Workforce Solutions Phone: 231 590-2546 Julia  
(If Different than Owner) 231 735-1326 Tracey

Applicant Address: 790 Indian Trail Blvd, Traverse City, MI 49686

Engineer/Surveyor Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Engineer/Surveyor Address: \_\_\_\_\_

Please specify to whom all communication should be sent:

Applicant  Owner \_\_\_\_\_ Other \_\_\_\_\_

**ZONING TEXT CHANGE**

Section(s) of Existing: \_\_\_\_\_

Purposed Text including all necessary additions to or deletions from current Zoning Ordinance  
(attach additional sheets if necessary): \_\_\_\_\_

Explain why the Text Amendment is being requested: \_\_\_\_\_

**ZONING MAP CHANGE**

Property Address: 10700 & 10702 E. Cherry Bend Rd

Parcel Number: 45-004-028 - 109 - 00 45-004-028-105-00

Current Zoning District: R-1

Current Master Plan Designation: GC

Current Use of Property: Multiple houses

Adjacent Property Uses: North: art studio / residential  
South: residential  
East: church / office  
West: residential

Adjacent Property Zoning: North: NC / R-1  
South: NC  
East: NC  
West: R-1

Proposed Zoning District: NC

Explain why Rezoning is being requested: we are proposing development of indoor boat storage and an access to Cherry Bend Road for the hotel that we are also proposing for adjacent property.

**Affidavit:**

The undersigned affirms that he/she or they is (are) the owner, or authorized agent of the owner, and that the answers and statements herein contained and the information submitted are in all respects true and correct. In addition, the undersigned represents that he/she or they is authorized and does hereby grant a right of entry to Township officials for the purpose of inspecting the premises and uses thereon for the sole purpose of gathering information regarding this request.

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_  
Gracey Bartlett 11-27-18  
Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY:**

Rezoning Case Number: \_\_\_\_\_ Fee: \_\_\_\_\_ Paid: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
PC Decision: \_\_\_\_\_ Date: \_\_\_\_\_  
LCPC Decision: \_\_\_\_\_ Date: \_\_\_\_\_  
TB Decision: \_\_\_\_\_ Date: \_\_\_\_\_

December 2018

Rezoning Application

Foundation Workforce Solutions (FWS) has a purchase agreement with BHLN, LLC to purchase property at 12868 & 12848 S. W. Bayshore Dr., and 10700 & 10702 E. Cherry Bend Rd. with the intent to develop a mixed use a portion of the property will be the site of a 100-room hotel and a small section of the property will house indoor boat storage.

Our request is to rezone 10700 & 10702 E. Cherry Bend Rd. (45-004-028-109-00 & 108-00) from R-1 to Neighborhood Commercial. It is our belief that the low impact use of indoor boat storage will create a good transition and buffer between the commercial use along S. W. Bayshore Dr. and the residential neighborhood to the south. The indoor boat storage is a desired amenity with the proximity to the marina. We currently have an interest from several owners of larger boats for storage closer to the marina. This property would be maintained by the hotel and will also be used as a secondary access to the hotel property.

We are in the process of preparing our Planned Development Application to be presented to you in the very near future. We look forward to working with Elmwood Township to bring a new cohesive amenity to Leelanau County.

## Foundations Workforce Solutions Project Summary

---

November 2018

Foundations Workforce Solutions (FWS) was founded to provide opportunities for job creation, skills training and job placement for under-employed, unemployed and under-educated persons in Northern Lower Michigan. These individuals may be of low income and socially or economically disadvantaged. FWS seeks to provide technical assistance and educational programs to generate new and expanded occasions to raise standards of living, improve life skills and stimulate economic development that benefits disadvantaged persons of deficient social, academic and financial backgrounds. FWS intends to provide these opportunities through the development of a fully functioning hotel in Elmwood Township.

Our vision is to create a teaching hotel run by a highly experienced operating company. We have an experienced operator, Emerald Hospitality. Emerald will oversee the development of hotel operations for FWS.

A facility located within close proximity to Traverse City while located at the base of Leelanau County, would provide an ideal location to provide overnight and extended stays to those travelling to our region. We have conducted extensive research into this venture and believe that we can be highly successful while offering affordable rates for our guests.

General specifications regarding the hotel structure:

- 100-110 rooms
- Northern façade
- Breakfast buffet area, no restaurant area
- Conference room space
- Approximate square footage: 45,000 sq. ft.
- Boat storage area along west side of property acting as a buffer providing overall low impact to the surrounding residential area
- One curb cut on M-22 and one on Cherry Bend Rd.
- Property surrounded with conifers and bordered by a sidewalk on M-22

We desire to work closely with the Planner and Zoning Administrator to enhance the community through the following: job creation and training, providing lodging for travelers to Leelanau County, and developing a facility that complements the local aesthetics.

Contact Information:

Jules Hoard, RN, BS, MSN Ed, Director  
Foundations Workforce Solutions  
(231)590-2546  
foundationshotel@gmail.com

# NORTHERN GREAT LAKES REALTORS® MULTIPLE LISTING SERVICE LLC BUY AND SELL AGREEMENT

Page 1 of 5

Selling Office: SAME Listing Office: Krause Realty Solutions LLC  
 Selling REALTOR®: \_\_\_\_\_ Listing REALTOR®: Tom Krause  
 Selling REALTOR®'s Email: \_\_\_\_\_ Listing REALTOR®'s Email: tom@krauserealestate.com  
 Selling REALTOR®'s Phone: \_\_\_\_\_ Listing REALTOR®'s Phone: 231 357-2040  
 Date: 9/13, 2018 at 3:00  AM  PM

1. **BUYER:** The undersigned Buyer(s) Foundations Workforce Solution LLC (Buyer's  
 Legal Name) agrees to purchase the following described Real Property situated in the Township  
 of Elmwood County of Leelanau and State of Michigan.  
 MLS # 1827484 Tax No.: 45-004-028-107-10,105-10,109-00,108-

Legal Description:  
See Attached drawing:

Property Address: 12868 & 12848 S.W. Bayshore Dr., 10700 & 10702 E. Cherry Bend Rd.

The Property is owned by: \_\_\_\_\_

2. **PRICE:** The purchase price shall be \$ [REDACTED]
3. **TERMS:** The sale of the Property shall be consummated by delivery of a Warranty Deed or owner financing conveying marketable title upon compliance with sub paragraph \_\_\_\_\_ below:
- A. CASH SALE: Payment of full purchase price.
- B. CASH TO NEW MORTGAGE: Payment of the full purchase price, contingent upon Buyer's ability to obtain at Buyer's own expense a \_\_\_\_\_ mortgage loan in the amount of \$ \_\_\_\_\_ Buyer agrees to make application for a mortgage within three (3) business days of the Effective Date of this Agreement, and to furnish Seller evidence of the conditional loan commitment acceptable to Buyer within five (5) business days of the Effective Date of this Agreement.
- C. OWNER FINANCING: See Addendum

The purchase money shall be paid in cash or by cashiers check to appropriate title company or escrow agent.

4. **CLOSING:** This sale is to be closed on or before Jan 30th, 2018, unless otherwise agreed to in writing. The closing may be conducted by a title company or other escrow agent. The parties agree to equally divide the title company/escrow agent closing fee.

5. **OIL, GAS, and MINERAL RIGHTS:** if any, are included  YES  NO unless previously severed by former owner.

6. **FIXTURES & IMPROVEMENTS:** Sale to include all buildings, improvements, carpeting, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, water softener (unless rented), fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator , Oven/Range , Window Treatments , Dishwasher , Microwave , Washer , Dryer .

7. **PRORATIONS:** Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, fuel, sewer and water bills as well as other liens assumed or to be paid by the Buyer shall be prorated as of the date of

Buyer's Initials

[Signature]

Seller's Initials

TR	SP	DL	WN
09/20/18	09/20/18	09/19/18	09/19/18
2:06PM EDT	1:54AM EDT	5:44PM EDT	1:13PM EDT

NORTHERN GREAT LAKES REALTORS® MULTIPLE LISTING SERVICE LLC  
BUY AND SELL AGREEMENT

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closing. "Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Buyer with the balance of the year. City taxes and village taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Buyer with the portion from the date of closing to the next June 30.

**8. ASSESSMENTS:** Unless otherwise specified herein, all special assessments and/or sewer, riser and benefit charges which are a lien at the date of this closing shall be paid by the Seller.

**9. POSSESSION:** Seller shall deliver and Buyer shall accept possession of the Property subject to the rights of any tenants at or 0 days after closing. From the date of closing through vacating the Property, Seller shall pay the sum of \$ subject to leases per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. The Buyer shall retain from the amount due Seller at closing the sum of \$ \_\_\_\_\_ as a deposit against these charges, paying to the Buyer the amount due and returning to the Seller the balance as determined by the date Property is vacated and keys surrendered to Buyer. If possession is given prior to noon, that day is not considered a day of occupancy.

**10. PROPERTY DAMAGE:** If the building(s), fixtures and equipment on the Property are extensively damaged or are destroyed by fire or otherwise prior to closing, the Buyer may terminate this Agreement by written notice to Seller with a copy to Listing Broker and Selling Broker. Upon receipt of this notice, Selling Broker shall return the deposit to Buyer, this Agreement shall be void, and the Parties shall have no further duty to one another. If Buyer does not send notice of termination, the closing shall occur and all proceeds of insurance of claims under insurance policies, if any, shall accrue to the benefit of Buyer.

**11. SELLER'S DISCLOSURE:**

- Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.
- Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, *et seq.*, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.
- Subject property exempt from disclosure statement.

**12. RELEASE:** Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters. This paragraph shall survive a closing.

**13. EARNEST MONEY DEPOSIT:** Buyer deposits \$ 5,000 to be held by Attorneys Title Company ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing. A standard ALTA owner's policy of title insurance in the amount of the purchase price shall be furnished to Buyer at Seller's expense and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, shall be made available for Buyer's inspection prior to closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in Escrowee's trust account until a court action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit. (This paragraph may be subject to the dispute resolution provisions in paragraph 26 below.)

**14. COMPLIANCE:** The parties will be held to strict compliance with the time limitations contained in this Agreement. If Buyer refuses to perform its obligations under this Agreement, the Deposit shall be forfeited and may be applied by the Seller to payment of his damages, and Seller may treat the forfeited Deposit as liquidated damages for such non-performance, breach or default. If Seller's actual damages exceed the Deposit, Seller may pursue such other legal and equitable remedies as Seller may have against the Buyer. If Seller defaults, the Deposit shall be returned to the Buyer and Buyer may pursue such legal or equitable remedies as Buyer may have against the Seller.

Buyer's Initials

Seller's Initials

SH	ACL	UM	RR
09/20/18	09/19/18	09/19/18	09/20/18



NORTHERN GREAT LAKES REALTORS® MULTIPLE LISTING SERVICE LLC  
BUY AND SELL AGREEMENT

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15. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary. This paragraph shall survive a closing.

16. **PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.

This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 120 days of the effective date of this Agreement. These inspections may include, but may not be limited to, structural and/or mechanical inspections, surveys and site investigation, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer in writing to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing within the time for inspections.

Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or a licensed contractor. Buyer does not desire to obtain an inspection of the property.

17. **LEAD BASED PAINT DISCLOSURE:** If subject home was built prior to 1978, Buyer acknowledges that prior to signing this Buy and Sale Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Disclosure Form.

18. **HOME PROTECTION PLAN:** Buyer and Seller have been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a Buyer. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Buyer  does  does not wish to purchase a Home Protection Plan.

19. **SMOKE DETECTOR(S):** Smoke detector(s) shall be installed as required by law, at Seller's expense.

20. **ATTORNEY'S FEES:** In any action or proceeding arising out of this agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party. This paragraph shall survive a closing.

21. **MULTIPLE LISTING SERVICE:** If Broker is a participant of a Board Multiple Listing Service ("MLS"); Broker is required to report the sale, its price and terms for the use of authorized Board Members, MLS participants and subscribers.

22. **AGENCY CONFIRMATION:** Buyer and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/ Salesperson is acting as (check one)  Agent/Subagent of the Seller  Buyer's Agent  Dual Agent  Designated Agent in an In-House Transaction  Other \_\_\_\_\_

23. **ATTACHMENTS:** These attachments are incorporated by reference:  Addendum(s)  Seller's Disclosure Statement  Lead-Based Paint Seller's Disclosure Form  Unplatted Land Division Addendum  Other \_\_\_\_\_

24. **ADDITIONAL CONDITIONS:**  
Buyer needs 120 days for township approvals.

25. **EFFECTIVE DATE:** The term "Effective Date" shall mean the date and time at which both Buyer and Seller have signed this Agreement and agreed upon its terms.

Buyer's Initials

Seller's Initials

SH	BCL	MM	RR
09/20/18	09/19/18	09/19/18	09/20/18

**NORTHERN GREAT LAKES REALTORS® MULTIPLE LISTING SERVICE LLC  
BUY AND SELL AGREEMENT**

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**26. DISPUTE RESOLUTION:** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating or arbitrating the dispute. They are required to utilize the services of the Conflict Resolution Services or another mutually acceptable neutral mediator to bring them together in at least one mediation session.

**27. ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

**28. ACKNOWLEDGEMENT:** Buyer acknowledges receipt of a copy of this Agreement. Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings, or representations made by the parties or their agents.

**29. COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

**30. HEIRS, SUCCESSORS AND ASSIGNS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.

**31. THIS OFFER WILL EXPIRE ON** 9/17, 2018 at 5:00  AM  PM, or upon Seller's receipt of revocation from Buyer, whichever is earlier.

This is a legal document. It is recommended to the Buyer that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

DEPOSIT ACKNOWLEDGED BY: \_\_\_\_\_ Agent / REALTOR®

**32. RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Buyer(s):

Foundations Workforce Solutions Julia Hoard CEO  
Chula Vista Print Name  
\_\_\_\_\_  
Print Name

Buyer(s) Address:

Buyer(s) Contact Numbers:

790 Indian Trail Blvd  
Traverse City MI 49686  
(231) 590-2546 or  
(231) 735-1326

**33. SELLER'S ACCEPTANCE:** Seller accepts Buyer's offer. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  AM  PM.

Buyer's Initials CH

Seller's Initials SH BCL  
09/20/18 09/19/18  
8:15AM EDT 8:53PM EDT  
WN TR  
09/19/18 09/20/18  
3:13PM EDT 2:06PM EDT  
dotloop verified dotloop verified

# NORTHERN GREAT LAKES REALTORS® MULTIPLE LISTING SERVICE LLC BUY AND SELL AGREEMENT

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Seller:

*Sandra Howard*  
dotloop verified  
09/20/18 8:15AM EDT  
DUI7-IM0H-H5HR-XEP3

*William Northway*  
dotloop verified  
09/19/18 3:13PM EDT  
QRNM-JODM-DVMP-H1QQ

*B*  
dotloop verified  
09/19/18 8:54PM EDT  
IUWC-00KG-CPMO-FVZ

*BR*  
dotloop verified  
09/20/18 2:06PM EDT  
UL9S-2EEL-3KWI-GPY1

Print Name

Seller's Address:

Seller's Contact Numbers:

**\*NOTE:** Please sign as you wish your name to appear on the final papers.

**34. COUNTEROFFER:** This is a counteroffer to Buyer's offer dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Seller accepts all the terms and conditions in the above designed Agreement with the following changes or amendments:

The Seller reserves the right to continue to offer the Property for sale and may accept another offer at any time prior to personal receipt by Seller or \_\_\_\_\_, Seller's authorized agent, of a copy of this counteroffer duly accepted and signed by Buyer. Unless this counteroffer is accepted in this manner, on or before \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_  AM  PM, it shall be deemed revoked and the Deposit shall be returned to Buyer. Seller acknowledges receipt of a copy of this counteroffer. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  AM  PM.

Seller:

Seller:

**35. ACCEPTANCE OF COUNTEROFFER:** If Seller's acceptance constitutes a counteroffer, Buyer hereby accepts the terms of that counteroffer as set forth in paragraph 34. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  AM  PM.

Buyer:

Buyer:

Buyer's initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

<i>SH</i> 09/20/18 3:13PM EDT dotloop verified	<i>BCL</i> 09/19/18 4:36PM EDT dotloop verified
<i>WN</i> 09/19/18 3:13PM EDT dotloop verified	<i>BR</i> 09/20/18 2:06PM EDT dotloop verified

NORTHERN GREAT LAKES REALTORS® MULTIPLE LISTING SERVICE LLC  
ADDENDUM TO BUY & SELL AGREEMENT FOR REAL PROPERTY  
FOR COMPLIANCE WITH PA 1984, NO. 351

THIS ADDENDUM is attached to and made a part of a certain Buy & Sell Agreement dated Sept. 13, 2018  
between the undersigned parties. The address of the property is commonly known as:

12866, 12848 S. W. Bayshore Dr. and 10700, 10702 E. Cherry Bend Rd.

The following terms are incorporated into the above-referenced Buy & Sell Agreement:

\*Due diligence to be extended from 120 days to 210 days for Franchise and Elmwood Twp. approvals.

\*All other terms remain the same

**ELECTRONIC TRANSACTIONS:** The parties agree to conduct this transaction by electronic means. This Agreement may be executed by providing an electronic signature under the terms of the Uniform Electronic Transactions Act. It may not be denied legal effect or admissibility as evidence solely because it is in electronic form, permits the completion of the business transaction referenced herein electronically instead of in person, or has been stored electronically. As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods:  Facsimile  Email  Internet  No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

This is Addendum number 1

Receipt of a copy hereof is acknowledged by the undersigned parties:

Buyer(s)

Dated:

10/17/18

Seller(s)

Dated:

*Handwritten signature of David Howard*

*David Howard*  
dotloop verified  
10/17/18 7:42 PM EDT  
PGUH-15AD-5ZZM-SJIW

[Empty signature box]

[Empty signature box]

*M. [unclear]*  
dotloop verified  
10/30/18 11:15 AM EDT  
R3KH-JUBS-E8MK-ORTG

(8) 30' X 60'  
BOAT HOUSES

(1) 60' X 60'  
BOAT HOUSE

 Concrete

REVISION DATE

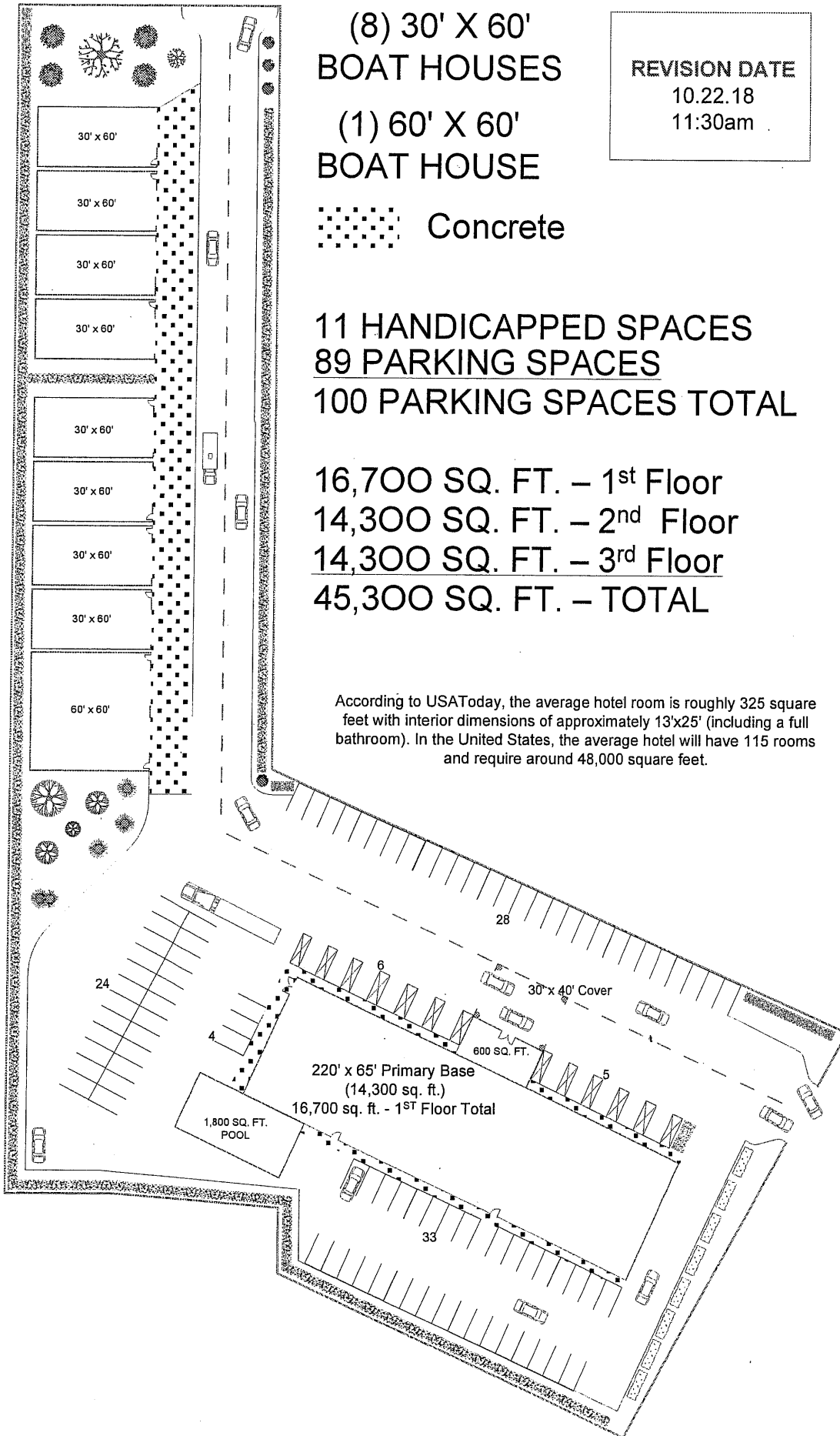
10.22.18

11:30am

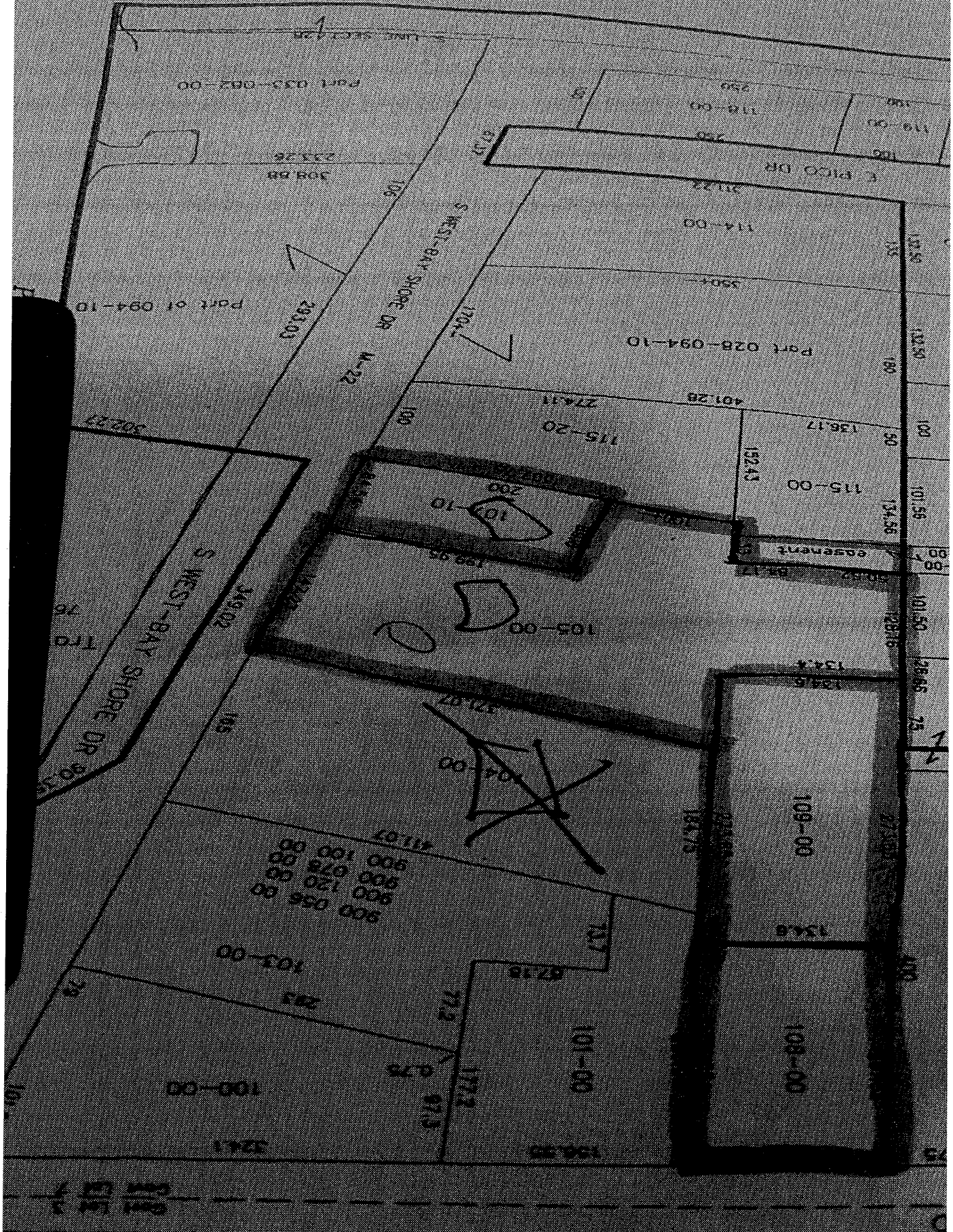
11 HANDICAPPED SPACES  
89 PARKING SPACES  
100 PARKING SPACES TOTAL

16,700 SQ. FT. – 1<sup>st</sup> Floor  
14,300 SQ. FT. – 2<sup>nd</sup> Floor  
14,300 SQ. FT. – 3<sup>rd</sup> Floor  
45,300 SQ. FT. – TOTAL

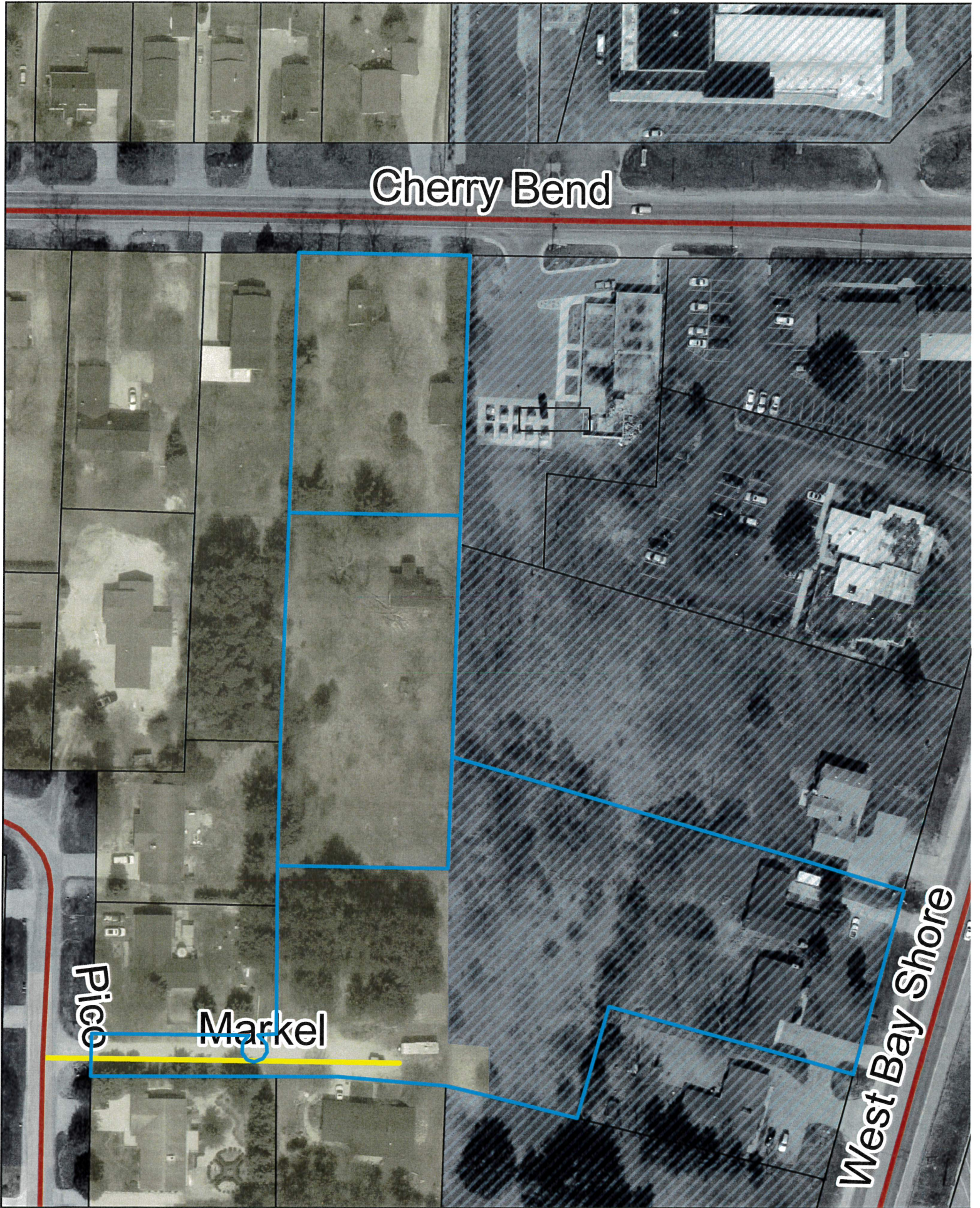
According to USA Today, the average hotel room is roughly 325 square feet with interior dimensions of approximately 13'x25' (including a full bathroom). In the United States, the average hotel will have 115 rooms and require around 48,000 square feet.



Revised June 9, 2006



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Cherry Bend

Pico

Markel

West Bay Shore



Neighborhood Commercial (NC)

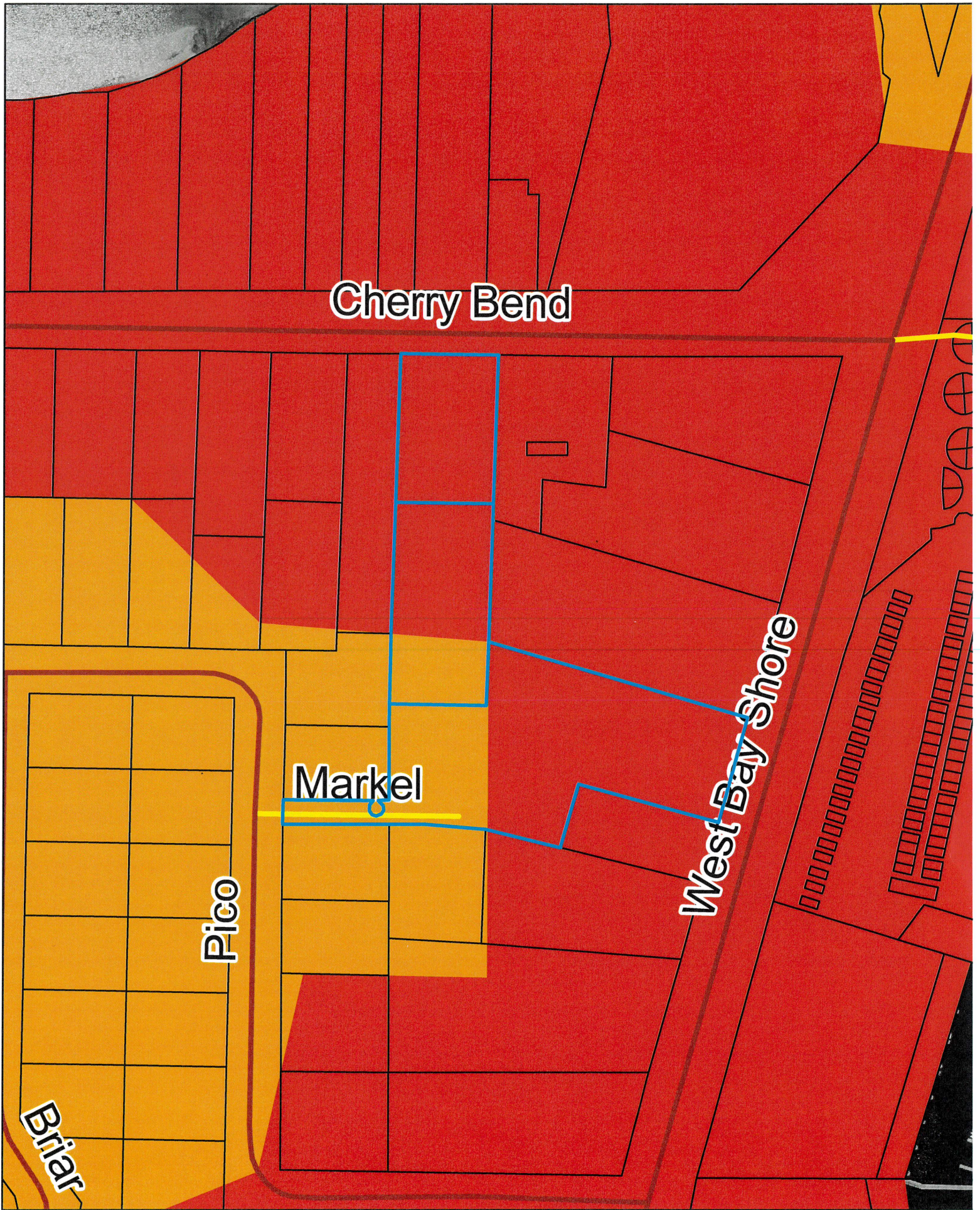
Residential 1 (R1)

ZO 2017-04-04

Rezoning to Neighborhood Commercial

Date: 11/27/2018





Cherry Bend

Market

Pico

Briar

West Bay Shore

GREILICKVILLE SERVICE CENTER  
HIGH DENSITY RESIDENTIAL

Date: 11/27/2018

ZO 2017-04-04  
Rezoning  
Future I and Use





Clean

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2 **Article 2-Definitions**  
3

4 **Agriculture Related Products.** Agricultural and horticultural-based products that are raised or  
5 produced by an farm operation and offered for sale to the general public.  
6

7 **Agricultural Commercial Enterprises.** Uses dependent upon on site farm operation and agriculture  
8 related products, such as: community-supported agriculture, “u-pick” or pick-your-own operation,  
9 farm market, , agri-tourism, , , , and similar uses.  
10

11 **Agricultural Use.** The production and keeping of plants and animals useful to humans, including  
12 forage and sod crops; grain and field crops; dairy and dairy products; poultry and poultry products;  
13 livestock, including breeding and grazing; trees and forest products; fruits of all kinds; or other similar  
14 uses.  
15

16 **Community Supported Agriculture.** A small scale farm or garden that sells their products to buyers  
17 who have purchased a share of the farm’s production.  
18

19 **Farm.** Land, plants, animals, buildings, structures, including ponds used for agricultural or  
20 aquacultural activities, machinery, equipment, and other appurtenances used in the commercial  
21 production of farm products.

22 **Farm Market.** A place or area where transactions between a farm market operator and a customer take  
23 place and as further defined in the Michigan Department of Agriculture and Rural Development’s  
24 Generally Accepted Agricultural and Management Practices (GAAMP) for Farm Markets.  
25

26 **Farm operation.** A condition or activity which occurs on a farm, meeting the requirements of Public  
27 Act 93 of 1981, in connection with the commercial production of farm products.  
28

29 **Farm product.** Means those plants and animals useful to human beings produced by agriculture and  
30 includes, but is not limited to, forages and sod crops, grains and feed crops, field crops, dairy and  
31 dairy products, poultry and poultry products, cervidae, livestock, including breeding and grazing,  
32 equine, fish, and other aquacultural products, bees and bee products, berries, herbs, fruits, vegetables,  
33 flowers, seeds, grasses, nursery stock, trees and tree products, mushrooms, and other similar products,  
34 or any other product which incorporates the use of food, feed, fiber, or fur, as determined by the  
35 Michigan Commission of Agriculture. (ref: Act 93 of 1981)  
36

37 **Generally Accepted Agricultural and Management Practices (GAAMPs).** Those practices as  
38 defined by the Michigan Department of Agriculture and Rural Development. The commission shall  
39 give due consideration to available Michigan Department of Agriculture and Rural Development  
40 information and written recommendations from the Michigan State University College of Agriculture  
41 and Natural Resources Extension and the agricultural experiment station in cooperation with the  
42 United States Department of Agriculture natural resources conservation service and the consolidated  
43 farm service agency, the Michigan Department of Natural Resources, and other professional and  
44 industry organizations. (ref: Act 93 of 1981)  
45

46 **Plant Nursery.** Grounds or premises on or in which nursery stock is propagated, grown, or cultivated  
47 for the purpose of selling or distributing nursery stock as a business.  
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 2 **Section 5.4**  
 3

<b>Agricultural Related Uses</b>	<b>A-R</b>	<b>R-1</b>	<b>R-2</b>	<b>R-3</b>	<b>MHP</b>	<b>MC</b>	<b>NC</b>	<b>GC</b>	<b>LI</b>	<b>SC</b>	<b>RR</b>
<b>6. Agricultural Commercial Enterprises * (not otherwise listed in this table)</b>	Psp							SUP			
<b>7. Farms and agricultural operations</b>	P										
<b>60. Nurseries and greenhouses</b>	Psp										

4  
 5 **SECTION 5.5 SPECIAL REQUIREMENTS FOR SPECIFIC USES**

6 In addition, to other applicable requirements, as contained in this Ordinance, the following specific  
 7 land uses shall also comply with the following:

8  
 9 **A. Agricultural Commercial Enterprises**

10  
 11 The purpose is to promote agricultural commerce, to conserve  
 12 valuable farmland, and to protect public safety.

13  
 14 1. The use must be associated with a farm operation, operated according to the Generally  
 15 Accepted Agricultural and Management Practices for Farm Markets (GAAMPS) for the State  
 16 of Michigan and any additional GAAMPS that may apply for the proposed use.

17  
 18 2. Accessory Uses. The following are allowed as accessory uses to agricultural commercial  
 19 enterprises:

- 20 a. Petting zoos, animal attractions, and playgrounds.
- 21 b. Children's games and activities.
- 22 c. Crop mazes and pumpkin patches.
- 23 d. Holiday-oriented activities.
- 24 e. Food service, if conducted, shall be in accordance with Health Department  
 25 requirements.
- 26 f. Winery, brewery, or distillery if made from product grown on site and licensed by  
 27 the State of Michigan.

28  
 29 3. Sales of the following are prohibited:

- 30 a. Fuel or related products.
- 31 b. Tobacco products.
- 32 c. Lottery tickets.
- 33 d. Vehicles or related products.
- 34 e. Alcoholic beverages, unless the operation is part of a State of Michigan licensed on-  
 35 site crop production and/or processing.

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- f. New & Used household goods.
- 4. The Farm Market shall be located on a minimum parcel size of one (1) acre and shall be owned or leased by the farmer.
- 5. The minimum setback from any lot line for any structure shall be fifty (50) feet. Vegetative planting or agricultural use of land is encouraged between the structure and any property line.
- 6. Parking shall be setback a minimum of fifty (50) feet from any side or rear lot line and a minimum of ten (10) feet from the road right-of-way line.
- 7. Landscaping. There shall not be any mandatory landscaping requirements for commercial agricultural enterprises.
- 8. Lighting. Greenhouse and other grow lights internal to agricultural enterprises are exempt from the lighting requirements of this Section. For all other lighting requirements, see Section 6.5, Lighting.

1  
2 **Article 2-Definitions**  
3

4 **Agriculture Related Products.** Agricultural and horticultural-based products that are raised or  
5 produced by an ~~agricultural farm~~ operation and offered for sale to the general public.  
6

7 **Agricultural Commercial Enterprises.** Uses dependent upon on site ~~agricultural farm~~ operation  
8 ~~and agriculture related products~~, such as: community-supported agriculture, “u-pick” or pick-your-  
9 own operation, farm market, ~~nursery~~, agri-tourism, ~~winery, brewery, distillery, interpretive farm,~~  
10 ~~beekeeping/honey production, maple syrup production, greenhouse, commercial hunting grounds,~~  
11 ~~agricultural processing, riding stables, sales of agricultural related products, farm vacations, crafts,~~  
12 and similar uses.  
13

14 **Agricultural Use.** The production and keeping of plants and animals useful to humans, including  
15 forage and sod crops; grain and field crops; dairy and dairy products; poultry and poultry products;  
16 livestock, including breeding and grazing; trees and forest products; fruits of all kinds; or other similar  
17 uses.  
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35 equine, fish, and other aquacultural products, bees and bee products, berries, herbs, fruits, vegetables,  
36 flowers, seeds, grasses, nursery stock, trees and tree products, mushrooms, and other similar products,  
37 or any other product which incorporates the use of food, feed, fiber, or fur, as determined by the  
38 Michigan Commission of Agriculture. (*ref: Act 93 of 1981*)  
39

40 **Generally Accepted Agricultural and Management Practices (GAAMPs).** Those practices as  
41 defined by the Michigan Department of Agriculture and Rural Development. The commission shall  
42 give due consideration to available Michigan Department of Agriculture and Rural Development  
43 information and written recommendations from the Michigan State University College of Agriculture  
44 and Natural Resources Extension and the agricultural experiment station in cooperation with the  
45 United States Department of Agriculture natural resources conservation service and the consolidated  
46 farm service agency, the Michigan Department of Natural Resources, and other professional and  
47 industry organizations. (*ref: Act 93 of 1981*)  
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**Plant Nursery.** Grounds or premises on or in which nursery stock is propagated, grown, or cultivated for the purpose of selling or distributing nursery stock as a business.

**Section 5.4**

Agricultural Related Uses	A-R	R-1	R-2	R-3	MHP	MC	NC	GC	LI	SC	RR
6. Agricultural Commercial Enterprises * (not otherwise listed in this table)	Psp							SUP			
7. Farms and agricultural operations	P										
60. Nurseries and greenhouses	Psp										

**SECTION 5.5 SPECIAL REQUIREMENTS FOR SPECIFIC USES**

In addition, to other applicable requirements, as contained in this Ordinance, the following specific land uses shall also comply with the following:

**A. Agricultural Commercial Enterprises**

The purpose is to promote agricultural commerce, to conserve valuable farmland, and to protect public safety.

~~2.~~ **Requirements.**

1. The use must be associated with an agricultural farm operation, operated according to the Generally Accepted Agricultural and Management Practices for Farm Markets (GAAMPS) for the State of Michigan and any additional GAAMPS that may apply for the proposed use.
2. Accessory Uses. The following are allowed as accessory uses to agricultural commercial enterprises:
  - a. Petting zoos, animal attractions, and playgrounds.
  - b. Children's games and activities.
  - c. Crop mazes and pumpkin patches.
  - d. Holiday-oriented activities.
  - e. Food service, if conducted, shall be in accordance with Health Department requirements.
  - f. Winery, brewery, or distillery if made from product grown on site and licensed by the State of Michigan.
3. Sales of the following are prohibited:
  - a. Fuel or related products.
  - b. Tobacco products.
  - c. Lottery tickets.

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- d. Vehicles or related products.
- e. Alcoholic beverages, unless the operation is part of a State of Michigan licensed on-site crop production and/or processing.
- f. New & Used household goods.

~~1. f. Farm Markets. Farm markets shall comply with all standards and requirements set forth in the Michigan Department of Agriculture and Rural Development's Generally Accepted Agricultural Management Practices (GAAMP) for Farm Markets and the following conditions:~~

- 4. The Farm Market shall be located on a minimum parcel size of one (1) acre and shall be owned or leased by the farmer.
- 5. The minimum setback from any lot line for any structure shall be fifty (50) feet. Vegetative planting or agricultural use of land is encouraged between the structure and any property line.

~~6. There shall be one (1) parking space provided for each one hundred (100) square feet of retail floor space.~~

7.6. Parking shall be setback a minimum of fifty (50) feet from any side or rear lot line and a minimum of ten (10) feet from the road right-of-way line.

8.7. Landscaping. There shall not be any mandatory landscaping requirements for commercial agricultural enterprises.

9.8. Lighting. Greenhouse and other grow lights internal to agricultural enterprises are exempt from the lighting requirements of this Section. For all other lighting requirements, see Section 6.5, Lighting.

~~10. Sales shall be limited to farm products such as fruit, vegetables, or baked goods; plant and nursery stock; or farm-related products such as milk, cheeses, honey, preserves, or butter. Sale of other items (pop, candy, newspapers, crafts, and other sundry goods) shall not exceed ten (10) percent of available retail floor space. A bakery may exist as part of a farm market.~~

To: Elmwood Township Planning Commission

From: Sara Kopriva AICP, Planner/Zoning Administrator

Date: November 27, 2018

RE: ZO 2017-04-06 Special Events and Facilities Definitions

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Enclosed is the memo from the October meeting regarding the definition for special events. In addition to the information provided in that memo, I found an additional definition for special event below that may be a starting point of the Planning Commission.

- 1) A special event is a gathering of human beings, generally lasting from a few hours to a few days, designed to celebrate, honor, discuss, sell, teach about, encourage, observe, or influence human endeavors. <https://specialeventguru.blogspot.com/2007/11/seeking-definition-of-special-events.html>

To: Elmwood Township Board

From: Sara Kopriva AICP, Planner/Zoning Administrator

Date: October 8, 2018

RE: Definition of Special Events

---

At their September 18, 2018 special meeting, the Township Board made a motion to have the Planning Commission review the definition for special events. In the Ordinance the definition is currently:

**Special Event.** A celebration, ceremony, wedding, reception, corporate function, private or non-profit fundraiser, political gathering or similar activity at which 50 or more persons (including event staff) will be present at on a parcel in any 24 hour period for the common purpose of attending or servicing an event. A Special Event is not limited to profit-making events.

**Special Event Facility.** Any structure or land where special events are permitted to occur. (**Amendment ZO 2017-04-02, Ordinance #2018-01, Effective June 28, 2018**)

Based on the conversation at the Board meeting, the Board would like to Planning Commission to work on a new definition and potential try to find a way to define special event without a number attached to it. The concern is that residents may have gatherings at their homes that have more than 50 people, for example Thanksgiving or Christmas, and then enforcement could become an issue.

There is no industry standard for the definition for special event. FEMA does have talk about special events and may be a good starting point for discussion.

### **What Is a Special Event?**

To begin planning for your event, it's important to first determine whether your community considers the event to be a special event. In general, a special event is defined as a nonroutine activity within a community that brings together a large number of people. However, determining what does or does not constitute a special event for your community is not always as simple as applying a definition.

To determine whether your community considers an event to be a special event, emphasis should be placed on your community's ability to respond to the exceptional demands that the event places on response services rather than on the total number of people attending the event.

Addressing the following questions can help your community make a determination:

- **Is the event out of the ordinary or nonroutine?**  
A nonroutine event is usually considered a special event.
- **Does the event place a strain on community resources?**  
A strain on community resources usually indicates a special event.



- **Does the event attract a large number of people?**

A large number of people may, but does not necessarily, constitute a special event.

- **Does the event require permitting or additional planning, preparation, and mitigation efforts of local agencies?**

Additional planning, preparedness, and mitigation efforts on the part of local emergency management and public safety agencies usually indicate a special event.

Each community's resources are different. What may be classified as a special event in one community may not place a strain on resources in another community.

Remember, a special event:

- Is nonroutine.
- Places a strain on community resources.
- May involve a large number of people.
- Requires special permitting or additional planning, preparation, and mitigation.

**CHARTER TOWNSHIP OF ELMWOOD  
SPECIAL BOARD MEETING  
SEPTEMBER 18, 2018 IN THE TOWNSHIP HALL**

**Call to Order:**

Supervisor Shaw called the meeting to order at 4:01 p.m.

**Pledge of Allegiance:**

Chairman Shaw led the Pledge of Allegiance.

**Roll Call:**

**Present:** Jeff Shaw, Connie Preston, Kyle Trevas, Terry Lautner, Jim O'Rourke, Dave Darga, and Chris Mikowski

**Absent:** None

**Declaration of Conflict of Interest**

None

**Public Comment:**

Ann Marie Raftsol

**Agenda Approval**

**MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA TO APPROVE THE AGENDA AS PRESENTED. MOTION PASSED UNANIMOUSLY BY A VOICE VOTE.**

**New Business**

Consideration of Zoning Enforcement Letter/Special Events Planner/Zoning Administrator Sara Kopriva presented the enforcement letter that she had written with input from Township Attorney Jim Young regarding zoning ordinance violations at 7981 Lakeview Road. Clerk Preston stated that our zoning administrator is looking for board support of this letter due to the controversial nature of the situation. Trustee Darga stated that the owner needs to be put on notice. Supervisor Shaw felt that this was the best approach. Trustee O'Rourke said it was to lay a foundation for any future litigation. He supported the letter. Trustee Darga requested the letter be updated with current dates.

**MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO SUPPORT THE ACTIONS OF THE ZONING ADMINISTRATOR WITH THE LETTER TO BE UPDATED.** Trustee Darga asked how the township would know if there were violations. Planner/ZA Kopriva stated that it would be complaint based or for example an ad in the paper. **A VOICE VOTE YIELDED ALL AYES AND THE MOTION PASSED.**

**Review of Special Events Definition**

The board discussed the issues of using the number 50 to determine if an activity was a special event. Many private gatherings can have numbers of 50 or greater. The ordinance needs to be enforceable

**MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE O'ROURKE TO ASK THE PLANNING COMMISSION TO AMEND THE DEFINITION OF SPECIAL EVENTS. A VOICE VOTE PASSED 6-1 WITH A NO VOTE FROM TRUSTEE DARGA.**

**EXTENDED PUBLIC COMMENT**

Susan Lamb  
Charlie Kaufman  
Tony Bauer  
Jo Kucera  
Juda Aja  
Nancy Detlow  
Judy Pruitt

**Adjournment:**

Supervisor Shaw adjourned the meeting at 4:38 pm.

**DRAFT**