

Treasurer's Report reflects
bank account balances

Treasurer's Report

JUNE 2021

#101 General Fund	General Fund Huntington	\$ 697,576.47	***
#203 Metro Authority	Huntington Bank	\$ 51,739.12	
#206 Fire Fund	Huntington Bank	\$ 896,987.15	
#207 Police	Huntington Bank	\$ 646.96	
#212 Liquor Control Fund	Huntington Bank	***	\$ 3,434.20
#590 Sewer CD Mat May 2018	Sewer Huntington	\$ 568,867.43	
#591 Timberlee H20	Huntington Bank	\$ 387,815.71	
#592 Greilickville H20	Huntington Bank	\$ 127,659.05	
#594 Marina	Marina Huntington	\$ 564,948.00	
#701 Trust & Agency	Huntington Bank	\$ 660.49	
#703 Current Tax	Huntington Bank	\$ 273,386.96	
#815 E. Timberwoods	Huntington Bank	\$ 30,590.94	
#816 GSAD Receivable	Savings Huntington	\$ 66,019.69	-\$ 33,343.38
#817 SBlue & Old Orch	Huntington Bank	\$ 3,206.34	-\$ 167.81
#818 Old Orchard	Huntington Bank	\$ 5,095.81	-\$ 13,142.16
#820 Maintenance E.R. Rds	Huntington Bank	\$ 12,350.72	-\$ 3,291.06
#821 Maintenance S.B. Rds	Huntington Bank	\$ 7,747.09	
#861 Bayview Estates Lights	Huntington Bank	\$ 2,022.96	

TOTAL \$ 3,697,320.89

INVESTMENT ACCOUNTS CD's	PURCHASED AMOUNT	PRIOR MONTH VALUE	CURRENT VALUE	EST MONTHLY INT	PAID INTEREST
#101 Goldman Sachs	\$200,000.00		\$ 201,394.00	\$ 1,394.00	
#101 Beal Bank	\$190,000.00				
#101 FIDELITY GOV MMKT DAILY		\$ 202,603.24	\$ 202,607.74	\$ 4.50	\$ 4.50
#206 Federal Farm	\$235,000.00				
#206 MMKT		\$ 240,612.55	\$ 240,617.89	\$ 5.34	\$ 5.34
#590 Ally Bank	\$250,000.00		\$ 255,590.00	\$ 5,590.00	
#590 Morgan Stanley	\$150,000.00		\$ 153,517.50	\$ 3,517.50	
#590 JP Morgan Chase-redeemed	\$250,000.00	***			
#590 DREYFUS GOVT	\$121,355.93		\$ 381,946.35	\$ 4,446.69	\$ 4,446.69
BOND INTEREST		\$ 377,499.66			
#594 Dreyfus MMKT	\$ 150,000.00				
#594 Morgan Stanley-redeemed	\$ 250,000.00	***			
BOND INTEREST		\$ 407,195.25	\$ 407,204.29	\$ 9.04	\$ 9.04

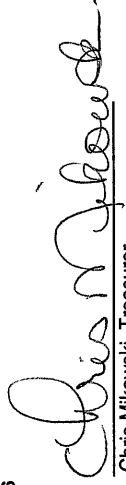
\$1,796,355.93

TOTAL \$ 1,842,877.77

\$ 14,967.07

\$ 4,465.57

GRAND TOTAL \$ 5,540,198.66



Chris Mikowski, Treasurer

Connie M. Preston, Clerk

To: Elmwood Township Board

From: Sarah Clarren, Planner/Zoning Administrator

RE: July 2021 Planning and Zoning Report

Land Use Permits:

	July 2021	July 2020	Year to Date 2021	Year to Date 2020
Single Family Dwelling	2	1	15	7
Attached SFD	0	0	0	0
Accessory Building	4	1	5	9
AG Building	0	0	0	0
Residential Addition	1	0	6	3
Deck	1	1	6	2
Sign	0	1	0	2
Commercial	0	0	0	1
Misc.	0	2	3	2
Total Permit	8	6	41	26
Fees Collected	\$462.52	\$304.40	\$3,009.44	\$1,376.62

Zoning Board of Appeals:

Past Meeting

- No meeting in July.

Future Meeting

- August 4th was cancelled – no new applications
- September 1st TBD (no new applications)

Planning Commission:

Past Meeting

- July 7th – Extension request for M22 Storage, Parcel No. 45-004-033-068-00 was approved.

Future Meeting

- Next meeting scheduled for August 17th.

Elmwood Township Fire and Rescue Department

Fire Department Monthly Report – July 2021

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)

- **Fire Incidents:** **1**
 - 1 Boat fire
 - **Overpressure Rupture, Explosion, Overheat (no fire):** **0**
 - **Rescue & EMS Incidents:** **30**
 - 30 EMS calls
 - **Hazard Condition (No Fire):** **2**
 - 1 Haz. Cond. – tree obstructing roadway
 - 1 Haz. Cond. – non-power lines obstructing roadway
 - **Service Calls:** **6**
 - 1 Lock-out
 - 1 Ring removal
 - 1 Public service assistance
 - 3 Lift assists
 - **Good Intent Call:** **3**
 - 1 Dispatch and cancelled enroute
 - 1 Dispatch and cancelled enroute – Auto/Mut. Aid
 - 1 No incident found on arrival at dispatch address
 - **False Alarm/False Calls** **8**
 - 1 Smoke detector activation due to malfunction
 - 1 Unintentional transmission of medical alarm
 - 2 Alarm system activation, no fire
 - 4 Carbon monoxide detector activation, no CO
 - **Severe Weather** **2**
 - 2 Flood assessment
 - **No EFD Resource (Non-NFIRS category)** **0**
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.
-
- **Overlapping Incident(s) (Non-NFIRS category)** **3**

Mutual Aid – Given / Received

<u>Type of Aid</u>	<u>Incidents</u>	<u>Departments</u>
Received	0	-
Given	0	-
Requested	1	Medical Transport (Cancelled enroute)

EFD had a total of one (1) request for automatic and mutual aid.

Response Times (averages)

<u>Type</u>	<u>Times (hh:mm:ss)</u>	<u>Notes</u>
• Alarm Handling (call to dispatch)	00:01:02	All calls
○ Alarm Hand. – Adjusted	00:01:02	Minus delays (Sheriff or another agency sent earlier. EFD usually requested after the fact.)
• Turnout Time (dispatch to enroute)	00:01:35	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 Run Information.**
EFD responded to 52 calls for service, on par with 2020 (53 incidents). There was a small shift in call types from Hazardous Conditions (2020) to False Alarm/False Calls (2021).
- **Boat Fire – West GT Bay.**
Crews responded to a boat on fire in the GT Bay off Discovery Pier. The fire was suppressed by the boat operator with several portable extinguishers. EFD launched its boat (Marine 171) in response. Crews were able to make contact and determine the fire had been isolated to the engine compartment and was extinguished. The boat was towed by a third party to Elmwood Marina where the operator received a follow up medical evaluation. The incident was turned over to LC Sheriff's Office Marine deputies.
- **Area Flooding.**
Heavy rains near the end of July caused a resurgence in flooding issues. EFD was called to issues at Sunset and Grandview and Fouch Road at Mann Creek. Other areas also experienced flooding conditions but there were no other requests for service made to EFD.
- **Carbon Monoxide (CO) Alarms.**
Recently, EFD has seen a spike in calls related to CO alarms. In most circumstances, no CO was found. However, EFD has discovered over the course of several responses that the majority of the detectors found were beyond the manufacturer replacement date or had bad batteries. We would like to remind residents that CO alarms save lives and should be maintained and replaced in accordance with the manufacturer's recommendations, essentially treating them as they would their smoke alarms.
- **July 4th / National Cherry Festival.**
Preparation and display of the July 4th fireworks went as planned. EFD had no major incidents related to either of these events. EFD did receive one request by "Festival Command" to provide a transport ambulance to a medical incident downtown. EFD was cancelled enroute.
- **Grants.**
 - **Assistance to Firefighters Grant (AFG).** Nothing exceptional to report though fire chief forums report delays have occurred at the federal level in the processing of applications.
- **Personnel.**
 - **Hiring.** One (1) additional new hire has begun her orientation and training. Caroline Worden.
 - **Health and Wellness.** EFD is looking into a health and fitness program for staff.

APPARATUS AND EQUIPMENT

- **Apparatus**
 - **Future Pumper/Tanker.** Weekly photos and progress updates continue. The "EMS" cabinet has been installed and other detail work is moving ahead. The apparatus has an expected delivery date of September 1st.
 - **Ambulance 191.** Ambulance scheduled to go to Quality Car and Truck Repair (Big Rapids) to evaluate suspension system, address minor repairs, and conduct general preventative maintenance. EFD is borrowing Leland's "back-up" ambulance (592) while 191 is out for service. 191 should be back in service Aug. 5th.
- **Equipment**
 - Nothing to report

FACILITIES AND GROUNDS

- **Roof Replacement/Repairs.** Continued communications with Township Engineer.
- **Grill and Rear Patio.** A concrete patio was donated to EFD by The Concrete Service. The patio is providing a nice outdoor space for the grill donated by John and Nancy Bier to EFD late last year. Thank you again to everyone that donated these gifts, their resources, and time. The patio and grill have seen a lot of use.

PUBLIC EDUCATION AND RELATIONS

- **Reviews / Inspections**
 - **Socks Drive Housing Development.** Comments provided to the Township Planner.
- **Fire Prevention**

- Smoke Alarms. Two (2) requests. One cancelled and other resulted in EFD assisting the occupants with installing their own alarms (4).

TRAINING

- **Trainings this Month:**
 - Battery Powered Fan
 - Water Rescue / Dry Suit Training
 - Blue Card Incident Command Awareness
 - WebEOC Quarterly Exercise (online). KT.
 - Michigan Fire Instructor Orientation. KT.
- **Training Requested:**
 - Fire Department Instructors' Conference (FDIC). EFD will be sending two (2) staff to Indianapolis, IN to attend this conference. FDIC is an annual event hosting nationally recognized instructors and speakers providing lectures and classes on a large number of topics and skills related to the fire service. EFD Lieutenants Robert Sokolnicki and Matt Johnson will be attending the whole conference, including live fire and hands-on-training (H.O.T.) from Aug. 1st through the 7th.

MEETINGS ATTENDED

- Elmwood Township Board Regular General Meeting
- Township Supervisor
- EFD Officers' Meeting
- Leelanau County Fire Chiefs' Meeting
- Leelanau County 911 Advisory Committee Meeting
- Northwest Regional Fire Training Center (RTC) – Board Meeting
- NW Medical Control Authority Meeting (attended by D. Mosholder, EFD EMS Director)
- Blue Card Incident Command Planning Meeting
- “No Power to Power” Event Planning Meeting

Elmwood Township Marina

Peter J Moon Harbormaster

10090 E. Lincoln Road Traverse City MI 49684 elmwoodmarina@gmail.com

Harbormaster Report

August 3, 2021

Board Members
Elmwood Township

Last 4 reviews on Google over 3 weeks:

- *Clean, beautiful, nice staff. ***** Melissa H*
- *Absolutely the cleanest restrooms. Friendly staff helped with launching boat. Nice place. ***** S Howe*
- *The team at Elmwood Marina is outstanding. Always helpful and kind. And willing to jump in if an extra set of hands are needed. ***** Family V*
- *People working here are always friendly and helpful...***** D Lord*

Elmwood Marina is having a great season with boaters using our launch every day this summer. With boating hitting popularity we haven't seen in decades our season has been quite busy. Local dealers are completely sold out of inventory and are taking orders for next year.

Season pass sales stands at 356 to date and I may have to order more to finish out the season. They go on sale for \$50.00 beginning the 15th.

Transient usage is up with daily calls for accommodating larger boats. We get weekly requests for 70' boat slips and have also had to remove more boats than ever due to understating the length and size of their boats. For instance, this week a Sea-Ray model 410 checked in as a transient; that means that the boat is 41' long not counting bow pulpits and swim platforms. This boat was 46' long and had to be removed for safety reasons. As we plan for the future we will do well to build for these larger boats.

DOCK CONDITION- We continue to maintain the docks with wood replacement, plumbing fixture and water lines although these are showing wear, so far we are able to keep up with them. All three docks are in what I'd describe as good shape with A-dock needing the most attention within 3-4 years. This will depend on the overall structure holding out through winters and weather.

Staffing for the fall will be tight with students leaving but I think we have enough with our reduction in hours, we'll just make it. I never pulled the help wanted sign and we were never fully staffed. 2022 wages will be a top priority before we begin hiring for next season.

We have a Marina Committee meeting scheduled for September where we will discuss signage and other planning issues.

Respectfully Submitted,

Peter J Moon
Harbormaster ETM

**CHARTER TOWNSHIP OF ELMWOOD
REGULAR BOARD MEETING
JULY 12, 2021
IN THE TOWNSHIP HALL**

Call to Order:

Jim O'Rourke called the meeting to order at 6:00 p.m. as Supervisor Shaw was not present, MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE DARGA TO HAVE CLERK PRESTON ACT AS CHAIR. The vote was unanimous and the motion passed.

Pledge of Allegiance:

Clerk Preston led the Pledge of Allegiance.

Roll Call:

Present: Chris Mikowski, Deborah Allen, Connie Preston, Terry Lautner (arrived at 6:05), Jim O'Rourke, Dave Darga

Excused: Jeff Shaw

Declaration of Conflict of Interest:

None

Public Comment

Rod Jones, Sue Jones

Consent Calendar:

Department Reports:

Treasurer

Planning/Zoning

Fire

Harbormaster

Committee Reports:

Parks & Rec 6-30-2021

Minutes:

6-14-2021

Post Audit Invoices 6-15-21 through 7-5-21

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE O'ROURKE TO APPROVE THE CONSENT CALENDAR AS PRESENTED. The vote was unanimous and the motion passed.

Agenda Approval

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE DARGA TO APPROVE THE AGENDA WITH THE ADDITION OF DISCUSSION OF MARINA SIGNAGE. The vote was unanimous and the motion passed.

Supervisor Remarks

None.

Trustee Remarks

None.

Engineer's Report

None.

Other Officer Remarks

Chuck Raney, Buildings and Grounds, relayed that there are two large dead oak trees that need to be removed. Preston suggested that quotes be obtained for the work and the work should proceed as early as possible given the safety hazard. Chuck asked the Board to consider funding a truck for the groundskeepers. Trustee Lautner asked if a new truck would be able to use the previously purchased plow,

to which Chuck said yes.

Communications from the Clerk

None

Road Commission Presentation/John Popa

Popa gave a presentation of the work the Road Commission has done. Popa relayed that they are happy to discuss what roads should be redone in the Township. Trustee O'Rourke asked if the Road Commission would examine solutions to the increasing traffic on M22. It was suggested that a bypass south from Gray Rd. be revisited.

OLD BUSINESS

None

NEW BUSINESS

Brewery Creek Condo Termination

Township Attorney Michael McCulloch relayed that at a previous meeting, the Board approved documents which have been sent to the three property owners. Revisions have since been made and are ready for final approval from the Board. He asked if two separate motions could be made approving the documents as drafted and that Connie Preston be authorized to sign documents on the Township's behalf. The Board had no issues with the documents as drafted.

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE ALLEN TO APPROVE THE TERMINATION AGREEMENT AS DRAFTED. The vote was unanimous and the motion passed.

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE DARGA TO APPROVE RESOLUTION 9 AUTHORIZING THE CLERK TO SIGN THE AGREEMENTS. The motion passed 6-0 by a roll call vote (Darga, O'Rourke, Allen, Lautner, Preston, Mikowski).

Rural Resort Zoning Amendment Introduction

Sara Kopriva relayed that the Planning Commission recommended approval and the County has reviewed the Amendment in regards to their Master Plan. Kopriva noted that they made a few comments. Kopriva relayed that the Township Board would need to review and okay the Amendment as drafted, advertise, and discuss the Amendment at their next meeting.

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE ALLEN TO ACCEPT THE INTRODUCTION AND ADVERTISE THE AMENDMENT FOR THE AUGUST 9TH MEETING. The vote was unanimous and the motion passed.

Marina Village Lift Station Repair

Ken Schwedt of Wade Trim relayed that there are issues with the existing panel at the lift station and had received a quote for repairs, which has since gone up. The revised quote includes \$56,285 for work on the panel, \$6,145 for site work, and \$15,000+ for telemetry. Preston noted that this would be funded through the Sewer Fund.

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE DARGA TO ACCEPT BID. The vote was unanimous and the motion passed. The Township Board noted that although they accept the quote, they would like a summary and a commitment on the timeline.

Tax Foreclosed Parcel in Elmwood Township

Preston relayed that a parcel has undergone foreclosure and the County has offered it to Elmwood Township. If the Township takes it on, it will need to be put to public use.

MOTION BY TRUSTEE DARGA, SECOND BY TRUSTEE O'ROURKE TO REJECT THE TAX FORECLOSED PARCEL. The vote was unanimous and the motion passed.

Cherry Bend Park/Lower Pavilion Remodel

Sara Kopriva relayed that the Parks and Recreation Committee reviewed the structure and felt that only a remodel and new restrooms would be necessary. The restrooms would be for families and the facilities would include automatic flushing, sinks, and hand dryers. The Committee also discussed the picnic tables and if it would be possible to have a new structure or canvas covers installed for shaded picnic areas. Kopriva said that they are looking to get the plans out to bid with the addition to Township Hall. Preston relayed that as hygiene will be improved, Covid funding may be accessible.

MOTION BY TRUSTEE DARGA, SECOND BY TRUSTEE O'ROURKE TO SEND THE PROJECT OUT TO BID ALONG WITH THE TOWNSHIP HALL ADDITION. The vote was unanimous and the motion passed.

Appointment to Marina Committee/Board of Review Alternate

MOTION BY TRUSTEE DARGA, SECOND BY TRUSTEE O'ROURKE TO ACCEPT THE SUPERVISOR'S RECOMMENDATION TO APPOINT BRAXTON PLATT TO THE MARINA COMMITTEE AND TO THE BOARD OF REVIEW AS THE ALTERNATE. The vote was unanimous and the motion passed.

Perfect Score/AMAR

The Board commended Assessor Barbara Jones for her work.

American Rescue Plan Funds Agreement

Preston relayed that the Township would need to enter into an agreement with the Federal Government to receive funds. The Township would have until 2024 to assign funding to projects and would have until 2026 to complete said projects.

MOTION BY TRUSTEE O'ROURKE, SECONDED BY DARGA TO HAVE THE TOWNSHIP SIGN THE REQUIRED DOCUMENTS FOR FUNDING. The vote was unanimous and the motion passed. Trustee Darga asked for a list of potential projects be prepared for review.

MARINA SIGNAGE (NEW)

Pete Moon, Harbormaster, requested that the Board consider installation of signage for the Marina. The Board discussed and determined that a list of the signage be developed and reviewed by the Marina Committee. Trustee O'Rourke indicated that once that is done, three bids should be obtained. Pete Moon explained that the marina needs a new boat. Trustee Darga agreed to assist Pete in determining what boat would suffice.

PAYMENT OF INVOICES

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE O'ROURKE TO PAY THE INVOICES IN THE AMOUNT OF \$83,915.33. The vote was unanimous and the motion passed.

PUBLIC COMMENT

None.

Adjournment

Clerk Preston adjourned the meeting at 7:20p.m.

**CHARTER TOWNSHIP OF ELMWOOD
SPECIAL BOARD MEETING
JULY 8, 2021
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, Terry Lautner, Jim O'Rourke, Dave Darga, and Chris Mikowski

Excused: Deb Allen

Declaration of Conflict of Interest:

Supervisor Shaw stated that he has an owner-occupied short term rental in Elmwood Township, a rental in the UP and a time share in Mexico.

MOTION BY TRUSTEE DARGA TO RECUSE SUPERVISOR SHAW FROM THE SHORT-TERM RENTAL WORK SESSION. The motion died for lack of support.

Agenda Approval

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE LAUTNER TO APPROVE THE AGENDA AS PRESENTED. The motion passed unanimously by a voice vote.

NEW BUSINESS

Work Session/Proposed Zoning Ordinance Amendment 2021-2 Short Term Rentals and Proposed Ordinance 2021-3, Short Term Rental Licensing

Attorney Peter Wendling stated that we previously looked at allowing short term rentals but limiting them by making them a legal non-conforming use. Now we are looking at limiting the number of STR's through our licensing ordinance. The Township can legally decide how many licenses to issue. One item of concern was can we end a license once we allow someone to obtain one. You can require a renewal upon transfer or an annual renewal and revoke licenses for failure to comply with the rules. Planning consultant Sara Kopriva explained that she made changes to the licensing ordinance based on last month's meeting where the Board wished to go back to limiting the number of licenses and the license would return to the Township upon sale of the property. The ordinance also contains language about the initial round of licensing and a kind of lottery if we get more applications than licenses. She explained the attached graph showing a steady number of licenses since we first looked at the Host Compliance reports and the map showing the rentals and how many existed prior to and after the ZBA decision. What's needed is to nail down districts that will allow STRs.

The Board wanted confirmation that licenses can be revoked upon sale of the property. Attorney Wendling will research that question but doesn't see a problem. Another question was whether we could reduce the number of licenses allowed by the licensing ordinance in order to reduce by attrition the number of STRs in the township. Attorney Wendling will also research that question. There was also concern expressed for eliminating them by the lakeshores, because rentals traditionally have been along the shore. A waterfront overlay district could still be explored but could take at least 4-6 months or even up to a year to process the ordinance

amendment. Also mentioned was creating a Cherry Bend neighborhood district that would not allow rentals. Another idea was to possibly restrict the numbers by districts. There was consensus of the Board that we wish to limit the number of licenses and reduce them over time. Attorney Wendling will get back with answers to the questions raised in the next ten days.

Supervisor Shaw recessed the meeting at 7:10 p.m.

Supervisor Shaw reconvened the meeting at 7:18 p.m.

PUBLIC COMMENT

Del Moore
Jack Kelly
Nancy Colby
David Colby
Sue Jones
Karyl Moore
Tina Martin
Christina Sanok
Todd Space
Rod Jones
David Majewski
Mark Breederland
Annemarie Wigton

Adjournment

Supervisor Shaw adjourned the meeting at 7:50 p.m.

DRAFT

Check Register Report

Date: 08/03/2021

Time: 3:18 pm

Page: 1

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
35654	07/20/2021	Printed			1541	RICHARD ANSORGE	PAVILION DEPOSIT REFUND	50.00
35655	07/20/2021	Printed			1026	GINA ARANKI	PAVILION DEPOSIT REFUND	50.00
35656	07/20/2021	Printed			252	ED BOSWORTH	50% BUOY REFUND	478.00
35657	07/20/2021	Printed			1540	BRIAN OR CHRISTINA DION	PAVILION DEPOSIT REFUND	50.00
35658	07/20/2021	Printed			1542	GARETH EVE	PAVILION DEPOSIT REFUND	50.00
35659	07/20/2021	Printed			K012	JACK KELLY	50% SLIP REFUND	1,042.49
35660	07/20/2021	Printed			1546	LISA LEMPKE	PAVILION DEPOSIT REFUND	50.00
35661	07/20/2021	Printed			1543	KRISTIN OR JIM MCCORMICK	PAVILION DEPOSIT REFUND	50.00
35662	07/20/2021	Printed			1545	MEAGAN MCLAIN	PAVILION DEPOSIT REFUND	50.00
35663	07/20/2021	Printed			1544	KRISTINA MORSE	PAVILION DEPOSIT REFUND	50.00
35664	07/20/2021	Printed			1004	LAURA RADEMAKER	PAVILION DEPOSIT REFUND	50.00
35665	07/20/2021	Printed			883	GERMAINE WALKER	PAVILION DEPOSIT REFUND	50.00
35666	07/23/2021	Printed			V023	VSP	CLIENT ID 30031936	700.48
35667	07/26/2021	Printed			1553	AMBER ANNIS	PAVILION DEPOSIT REFUND	50.00
35668	07/26/2021	Printed			B009	CONNI BENEDICT	PAVILION DEPOSIT REFUND	50.00
35669	07/26/2021	Printed			B111	BLUECROSS BLUESHIELD OF MI	GROUP 007015150710	527.17
35670	07/26/2021	Printed			C029	CHARTER COMMUNICATIONS	ACCT#824512895008281	519.26
35671	07/26/2021	Printed			C010	CHERRYLAND ELECTRIC COOP	ACCT#9902700	111.27
35672	07/26/2021	Printed			C040	CONSUMERS ENERGY	ACCT#1000 2967 1540	3,269.56
35673	07/26/2021	Printed			M020	DTE ENERGY	ACCT#9100 215 3113 2	200.26
35674	07/26/2021	Printed			1549	DEBORAH EHLE	PAVILION DEPOSIT REFUND	50.00
35675	07/26/2021	Printed			E013	ELEVATE NET	MARINA PHONE	149.97
35676	07/26/2021	Printed			1555	GENERATIONS AHEAD	PAVILION DEPOSIT REFUND	50.00
35677	07/26/2021	Printed			M008	GFL ENVIRONMENTAL	ACCT#002119662	424.10
35678	07/26/2021	Printed			1548	GRAND TRAVERSE ROCK & MINERAL	PAVILION DEPOSIT REFUND	50.00
35679	07/26/2021	Printed			G425	GUARDIAN	GROUP ID 00 357534	453.42
35680	07/26/2021	Printed			H010	HOLIDAY STATIONSTORES, LLC	ACCT#1400-006-350-658	31.16
35681	07/26/2021	Printed			419	JAYME JEFFREY	PAVILION DEPOSIT REFUND	50.00
35682	07/26/2021	Printed			1550	KELLEY MACKAY	PAVILION DEPOSIT REFUND	50.00
35683	07/26/2021	Printed			1552	NEW WAVES UNITED METHODIST CHU	PAVILION DEPOSIT REFUND	50.00
35684	07/26/2021	Printed			P043	PRIORITY HEALTH	GROUP ID 7901050S001	4,957.98
35685	07/26/2021	Printed			1554	ANDREW RIDDLE	PAVILION CANCELATION REFUND	150.00
35686	07/26/2021	Printed			1551	JAKE RISTOW	PAVILION DEPOSIT REFUND	50.00
35687	07/26/2021	Printed			1547	TART TRAILS, INC.	PAVILION DEPOSIT REFUND	50.00

Total Checks: 34

Checks Total (excluding void checks): 14,015.12

Total Payments: 34

Bank Total (excluding void checks): 14,015.12

Total Payments: 34

Grand Total (excluding void checks): 14,015.12

Supervisor Report

8/8/21

1. Our new Planner/Zoning Administrator Sarah Clarren has hit the ground running and is working out exceptionally well.
2. The TCLP franchise agreement is on the agenda tonight. Thanks to Trustee Lautner for suggesting we ask TCLP to pay the same fee as other utilities.
3. Surveyors have been working at the Township Offices, preparing to put the addition project out for bids.
4. Our grounds crew and Marina staff have done an exceptional job with a smaller crew than usual. Thank you so much for all your hard work.
5. Thank you to all the citizens who have been participating in the Short Term Rental discussion over the past couple years. I know it has been frustrating for all of us, but I truly believe we are getting close to a resolution.

ORDINANCE NO. 2021-6

ELMWOOD CHARTER TOWNSHIP
ORDINANCE GRANTING FRANCHISE TO
TRAVERSE CITY LIGHT & POWER DEPARTMENT TO
TRANSACT LOCAL BUSINESS FOR A PERIOD OF 30 YEARS

An Ordinance to grant a non-exclusive franchise to Traverse City Light & Power Department to transact local business within Elmwood Charter Township.

THE CHARTER TOWNSHIP OF ELMWOOD ORDAINS:

There is hereby adopted an Ordinance granting to the Traverse City Light & Power Department, its successors and assigns, a Michigan municipal electric utility, a non-exclusive franchise to transact local business within the Charter Township of Elmwood, pursuant to the following terms:

1. Grant of Franchise. The Charter Township of Elmwood, State of Michigan, hereafter referred to as Township, hereby grants to Traverse City Light & Power Department and its successors and assigns hereinafter referred to as Grantee, a franchise to construct, lay, operate, replace, repair, maintain, and commercially use electric and telecommunications facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, underground wires and equipment, and other necessary electrical and telecommunication works in, on, under, along and across the highways, streets, alleys, bridges, and other public places, and a non-exclusive franchise to transact local business in that area of the Charter Township of Elmwood, Leelanau County, Michigan, described in paragraph 2 hereof for the purposes of producing, storing, transmitting, selling, and distributing electricity and telecommunication services into and through the Township and all other matters incidental thereto.

2. Consideration. In consideration of the rights, power and authority hereby granted, Grantee shall faithfully perform all things required by the terms hereof.

3. Franchise Area. The Franchise Area is described on Attachment A, attached hereto and incorporated here by reference.

4. Construction and Maintenance Standards. All of the Grantee's towers, masts, and poles shall be neat and sightly, and so placed on either side of the highways, streets, alleys, and bridges as not to unnecessarily interfere with the use thereof for highway, street, and alley purposes. All of the Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways, streets, and alleys. All work performed by said Grantee in said highways, streets, alleys, bridges, and other public places shall be done so as not to interfere with the use thereof, including the Township's use and maintenance of its utilities, and when completed, the same shall be left in as good condition as when work was commenced. The Grantee shall have the right to excavate and to trim trees if necessary, in the conduct of such business, subject, however, to the supervision of the highway authorities.

5. Hold Harmless. The Grantee shall at all times keep and save the Township free and harmless from all loss, costs, and expense to which it may be subject by reason of the negligent or grossly negligent construction and maintenance of the facilities hereby authorized or any construction and maintenance done with the intent to cause harm. In case any action is commenced against the Township on account of the permission herein granted, said Grantee shall, upon notice, defend the Township and save it free and harmless from all loss, costs, and damage of any nature, including reasonable attorney fees, arising out of such negligent or grossly negligent construction and maintenance or any construction and maintenance done with the intent to cause harm.

5. Non-Exclusive Rights. The rights, power, and authority herein granted are not exclusive.

6. Revocation. The franchise granted by this Ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

7. Additional Conditions. In addition to other conditions contained herein, the foregoing grant shall be subject to the following conditions:

A. Before commencing the construction of any electric transmission line or changing the route thereof, the Grantee shall notify the County Road Commission of the proposed construction and obtain approval from the County Road Commission and, if the County Road Commission should so require, file with it plans and specifications of the proposed construction.

B. The Grantee shall at all times conform to all ordinances of the Township now in force and as amended or enacted hereinafter.

C. The Grantee shall keep on file at its principal office full and complete plans showing the general location of all franchise equipment and facilities installed on any public property within the Township. The Grantee shall file with the Township Clerk on or before the first Monday in February of each year up to date mapping products (electronic or hardcopy) showing the location of all franchise equipment and facilities installed in public places of the Township.

D. The Township may require that the Grantee, before entering upon any public place for the purpose of initial installation of any pole, line, equipment or facility, file plans and specifications for such proposed pole, line, equipment or facility and shall not undertake such initial installation until the Township Board shall have approved the plans and specifications,

which will not unreasonably be withheld, conditioned or delayed. This provision shall not apply to lines, equipment or facilities installed on existing poles or poles, lines, equipment or facilities necessary for service drops.

E. The Grantee shall raise its wires or otherwise move them for the passage of any structure when so requested by the County Road Commission. Such work by Grantee shall be without charge if it is determined by the County Road Commission to be necessary for public purposes.

F. Within twelve (12) months after the use of any franchise equipment or facility has been permanently discontinued or after the franchise expires or is otherwise terminated, the Grantee shall remove such property from any public place in the Township and restore such public place so as to conform in all respects with the current condition of such public place at the date of such restoration; provided such property shall not be removed if the Township Supervisor shall determine that such removal shall cause unreasonable damage to such place, and the Township Supervisor thereupon requests that any such property shall remain in place then such property shall not be removed and title thereto shall become vested in the Township.

8. Non-Assignment. The Grantee shall not assign the franchise or otherwise transfer it or permit others to use it except on prior written approval by ordinance enacted by the Township Board or except as required by law.

9. Effective Date. This Ordinance shall take effect on the day after the date of publication thereof, which publication shall be made within 30 days after its adoption, provided it shall cease and be of no effect after thirty (30) days from its adoption, unless within said period the Grantee shall accept the same in writing and file its acceptance with the Township Clerk. Upon the acceptance and publication hereof, this Ordinance shall constitute a contract between

the Township and Grantee, subject to each party's right to revocation contained in paragraph 6 above, for a period of thirty (30) years from the date Grantee's acceptance is filed with the Township Clerk.

ORDINANCE NO. 2021-6

ELMWOOD TOWNSHIP
ORDINANCE GRANTING FRANCHISE TO
TRAVERSE CITY LIGHT & POWER DEPARTMENT TO
TRANSACT LOCAL BUSINESS FOR A PERIOD OF 30 YEARS

ATTACHMENT A
FRANCHISE AREA

The franchise area shall be as follows:

Sections 28, 31, 32, and 33 of Elmwood Township, Leelanau County, Michigan.



Michigan Natural Resources Trust Fund
Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between Elmwood Charter Township - Leelanau County in the county of Leelanau County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT."

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Greilickville Harbor Park - Discovery Pier Improvement Project #: TF20-0117
Grant Amount: \$300,000.00 49% PROJECT TOTAL: \$610,000.00
Match Amount: \$310,000.00 51%
Start Date: Date of Execution by DEPARTMENT End Date: 05/31/2023

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 07/06/2021 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED
By [Print Name]: Connie Preston
Title: Township Clerk
Organization: Charter Township of Elmwood
051050169
DUNS Number
CV0022718
SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED
By:
Grants Section Manager
Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Connie Preston, Township Clerk
Name/Title

Charter Township of Elmwood
Organization

10090 E Lincoln Rd
Address

Traverse City, MI 49684
Address

(231)946-0921
Telephone Number

clerkpreston@elmwoodtownship.net
E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager
Name/Title

Grants Management/DNR Finance & Operations
Organization

525 W. Allegan Street, Lansing, MI 48933
Address

P.O. Box 30425, Lansing, MI 48909
Address

517-284-7268
Telephone Number

DNR-Grants@michigan.gov
E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF20-0117** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.

- Access Pathway 6' wide or more
- Canoe/Kayak Launch or Ramp
- Lighting
- Paved ADA Parking Space(s)
- Paved Parking Lot
- Rain Garden with Native Plants
- Restroom Building
- Signage
- Utilities

6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Forty-Nine percent (49%)** of **Six Hundred and Ten Thousand**

dollars (\$610,000.00), which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.

- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Forty-Nine percent (49%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred and Ten Thousand dollars (\$310,000.00)** in local match. This sum represents **Fifty-One percent (51%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2021** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 08/31/2023**. If the GRANTEE fails to submit a complete final request for reimbursement by **08/31/2023**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement 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 lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken

- by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

To: Elmwood Township Board

From: Sarah Clarren

Date: August 3, 2021

RE: ZO 2017-04-11- Rural Resort Amendment

Recommended Motion: Motion to adopt Ordinance No. _____ a zoning ordinance amendment to amend section 7.2.3, Standards and Requirements for Approval, Planned Development approval in the Rural Resort District related to accessory uses

This amendment was introduced to the Township Board at the July 12, 2021. At that meeting is was scheduled for consideration for the August meeting. There have been no changes to the text since the last meeting.

CHARTER TOWNSHIP OF ELMWOOD
Leelanau County, Michigan

Ordinance No. 2021- 4
ZO 2017-04-11

AN ORDINANCE TO AMEND THE TOWNSHIP ZONING ORDINANCE, IN ACCORDANCE WITH THE PROVISIONS OF THE MICHIGAN ZONING ENABLING ACT, ACT 110 OF THE PUBLIC ACTS OF 2006, AS AMENDED [MCL 125.3101 ET SEQ.], TO AMEND SECTION 7.2.3 RELATED TO PLANNED DEVELOPMENTS IN THE RURAL RESORT ZONING DISTRICT.

The Charter Township of Elmwood Ordains:

Section 1: Amendment.

The following sections shall be amended to read as follows:

SECTION 7.2.3 Standards and Requirements For Approval

B. Rural Resort Zoning District.

2. **A traffic study based on the most recent edition of the *Trip Generation Manual* published by the *Institute of Transportation Engineers* shows that the new trips per day as a result of the primary and any supporting or accessory uses will not be unreasonable and will and ensure**

vehicular and pedestrian safety, convenience, and limited impact on adjacent roads and highways, drives, and neighboring uses. Items to be considered by the Planning Commission may include, but are not limited to, pedestrian and vehicular traffic conflicts; adequacy of site distances; road surface and character; impacts to the surrounding character of the area based on new trips generated; and impacts to level of service and capacity on existing roads. The Planning Commission may waive the requirement for a traffic study in instances where the increase in traffic will be minimal.

5. The site contains no more than 5% of total site area of supporting uses that are directly related or integral to the outdoor recreation use(s), but that are supporting in nature including: ski lodges, golf clubhouses, indoor sports facilities, hard surface outdoor recreation facilities, ~~such as~~ aquatic centers and racquet courts, hotels/motels, restaurants, snack bars, small retail shops selling goods directly related to or integral to the onsite recreational uses, and **including** parking, loading and service areas **for supporting uses.**

The site area for supporting uses can be increased to 8% if the applicant can show three out of the following standards are met:

- a. **The project uses a permeable surface for parking and low impact design for stormwater**
- b. **The project is improving the quality of the property by removal of invasive species and planting native species in place of removed vegetation throughout the site**
- c. **The project limits the use of chemicals for landscaping and snow removal**
- d. **The project is designed with Universal Design Principles**
- e. **The recreational use is open and available to the public free of charge for a minimum of 4 opportunities in a year**

Section 2: Severability.

If any sections, clause, or provision of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance. The Township Board hereby declares that it would have passed this Ordinance and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences or clauses be declared invalid.

Section 3: Effective Date.

This Ordinance shall become effective eight (8) days after publication.

Public Hearing: May 26, 2021

Adopted:

Published:

To: Elmwood Township Board

From: Sarah Clarren

Date: August 3, 2021

RE: INTRODUCTION to **ZO 2017-04-12** – Setback and Special Use Standards Amendment

Recommended Motion: Motion to accept introduction and publish for consideration at the September 13, 2021 Township Board meeting.

The Planning Commission and Kopriva initiated this amendment which includes changes to Article 2 (Definitions), Article 5 (Use Restrictions), Article 6 (Site Development), Article 9 (Special Land Uses) and Article 13 (Severability and Effective Date).

This amendment further defines water's edge, adds a 30' setback from wetlands, requires new parking lots/areas to be constructed so surface runoff doesn't run untreated into bodies of water, and rearranges the special use standards to flow better.

Following a public hearing on May 26, 2021, the Township Planning Commission recommended approval of this amendment and the Leelanau County Planning Commission provided their review and brief comments on the amendment.

Attached:

Ordinance 2017-04-12

Excerpts from existing language from Elmwood Township Zoning Ordinance

Elmwood Township Planning Commission May 26, 2021 Public Hearing Minutes

Excerpts from draft Leelanau County Planning Commission July 27, 2021 Minutes

CHARTER TOWNSHIP OF ELMWOOD
Leelanau County, Michigan

Ordinance No. _____
ZO 2017-04-12

AN ORDINANCE TO AMEND THE TOWNSHIP ZONING ORDINANCE, IN ACCORDANCE WITH THE PROVISIONS OF THE MICHIGAN ZONING ENABLING ACT, ACT 110 OF THE PUBLIC ACTS OF 2006, AS AMENDED [MCL 125.3101 ET SEQ.], TO AMEND TABLE 5.6, ARTICLE 2, ARTICLE 6, AND ARTICLE 9.

The Charter Township of Elmwood Ordains:

Section 1: Amendment.

The following sections of the Elmwood Township Zoning Ordinance shall be amended to read as follows:

A. Table 5.6 shall be amended to add a Wetlands Column with a 30 ft setback in all districts.

District	Minimum Lot Requirements (See Note A)		Minimum Setback (ft.) (See Notes A, B, C)					Max. Height (ft.) (See Notes D, E)	
	Minimum Area	Width (ft.)	Wetlands	Water's Edge	Front	Sides	Rear		
A-R	1 acre	125	30	30	50	10	25	35	
R1	12,500 sq. ft.	100	30	30	30	10	25	35	
R-2	12,500 sq. ft.	100	30	30	30	10	25	35	
R-3	6,250 sq. ft.	100	30	30	30	10	25	35	
MHP	See Note F								
NC	W/public water or sewer***	20,000 sq. ft.	100	30	30	30	10	25	3 Stories
	W/out public water or sewer***	40,000 sq. ft. minimum	100	30	30	30	10	25	3 Stories
GC	12,500 sq. ft.	100	30	30*	30*	10	20	3 Stories	
LI	20,000 sq. ft.	100	30	30*	30*	10**	20	3 Stories	
SC	12,500 sq. ft.	100	30	30*	30*	10	30	35	
RR	Single Family Dwelling	5 acre	235	30	30	50	10	25	35
MC		12,500 sq ft	100	30	30	30	10	20	35

B. Article 2 Water's Edge definition shall be amended to read:

Water's Edge, also Waterfront. The ordinary high water mark or where an ordinary high water mark has not been established, the line between the upland and bottomland which persists through successive changes in water levels, below which the presence of action of the water is so common or recurrent that the character of the land is marked distinctly from the upland and is apparent in the soil itself, the configuration of the surface of the soil and the vegetation. For a stream, river or creek, the top of the bank of the channel. In the case of the presence of bluff, the shoreline setback shall be measured from the edge of the bluff.

C. Article 6 shall be amendment to add Section 6.1.2 B. 6:

Section 6.1.2

B. 6. Every parking lot or parking area shall be so constructed that no surface water shall shed into or towards such body of water unless such surface water is first treated or filtered to remove any silt, grease or oil, salt or other matter which would deteriorate the water quality of said body of water. Snow removal from parking lot or parking area shall not be stored within the water edge setback unless contained to the parking area.

D. Section 9.3 B shall be removed in its entirety and Section 9.3 #9 shall be amended to read as follows:

9. The following specific requirements shall be met to the extent applicable to the proposed special land use:

- a. Ingress and egress for the special land use shall be controlled to ensure maximum vehicular and pedestrian safety, convenience, and minimum traffic impact on adjacent roads and highways, drives, and nearby uses including, but not limited to:
 - i. Minimization of the number of ingress and egress points through elimination, minimization, and consolidation of drives and curb cuts;
 - ii. Proximity and relation of driveway to intersections;
 - iii. Minimization of pedestrian and vehicular traffic conflicts;
 - iv. Adequacy of sight distances between road and driveway intersections as specified in Section 6.2, Access Management.
 - v. Location and accessibility of off-street parking, loading, and unloading for automotive vehicles, including buses and trucks;
 - vi. Location and potential use of ingress and egress drives to access special land use parcels for the purpose of possibly reducing the number of access points necessary to serve the parcels.
 - vii. Adequate maneuverability and circulation for emergency vehicles.
- b. Screening shall be provided along all sides and rear property lines by a buffer area, and along the front property line by a greenbelt in accordance with Section 6.4, unless it can be demonstrated that the proposed special land use can be adequately controlled through some other means, such as restrictions on the hours of operation, or reducing the impact by the type and level of activity to be conducted on the site.

If any sections, clause, or provision of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance. The Township Board hereby declares that it would have passed this Ordinance and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences or clauses be declared invalid.

Section 3: Effective Date.

This Ordinance shall become effective eight (8) days following publication.

Article 2
Definitions

SECTION 2.1 USE OF TERM

Ordinary High Water Mark. For the purposes of this ordinance the ordinary high water mark of Cedar Lake shall be 592.6 feet above mean sea level, Lake Leelanau shall be 589.21 feet above mean sea level, and West Grand Traverse Bay shall be 580.5 feet above mean sea level, IGLD 1985.

Water's Edge, also Waterfront. See Ordinary High Water Mark.

Wetlands: As defined in Act 451 of the Public Acts 1994, as amended, a wetland shall mean land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh. **(Amendment ZO 2017-04-09, Ordinance #2021-1, Effective January 29, 2021)**

Article 5

SECTION 5.6 TABLE OF DIMENSIONAL REQUIREMENTS

District	Minimum Lot Requirements (See Note A)		Minimum Setback (ft.) (See Notes A, B, C)				Max. Height (ft.) (See Notes D, E)	
	Minimum Area	Width (ft.)	Water's Edge	Front	Sides	Rear		
A-R	1 acre	125	30	50	10	25	35	
R1	12,500 sq. ft.	100	30	30	10	25	35	
R-2	12,500 sq. ft.	100	30	30	10	25	35	
R-3	6,250 sq. ft.	100	30	30	10	25	35	
MHP	See Note F							
NC	W/public water or sewer***	20,000 sq. ft.	100	30	30	10	25	3 Stories
	W/out public water or sewer***	40,000 sq. ft. minimum	100	30	30	10	25	3 Stories
GC	12,500 sq. ft.	100	30*	30*	10	20	3 Stories	
LI	20,000 sq. ft.	100	30*	30*	10**	20	3 Stories	
SC	12,500 sq. ft.	100	30*	30*	10	30	35	
RR	Single Family Dwelling	5 acre	235	30	50	10	25	35
MC	12,500 sq ft	100	30	30	10	20	35	

- * 15 feet if parking on side or rear of structure.
- ** 20 feet if abuts residential district.
- *** public water and sewer means municipally-provided services.

Article 6
Site Development Requirements

SECTION 6.1.2 - General Requirements

- A. **Single Family and Two Family Residential Parking.** Required off-street parking facilities shall be located on the same property as the dwelling they are intended to serve. Parking shall not be permitted within a required front yard setback unless located on a driveway. Required off-street parking spaces for single-family residential lots three-quarters (¾) of an acre or less shall consist of a driveway, garage, or parking bay. All parking areas and driveways shall be constructed of asphalt, concrete, compacted gravel, pavers or other solid, dust-free, permeable material.
- B. **Non-Residential Off-Street Parking.**
1. Off-street parking in nonresidential districts or for non-residential uses within a residential district shall not be permitted within a front yard setback, but may be located behind or to the side of the primary structure.
 2. All parking areas, maneuvering lanes, driveways, and loading areas shall be constructed of asphalt, concrete, pavers or other solid, dust-free, permeable material.
 3. The parcel proposed for a use shall have sufficient room for off-street parking to meet the requirements of this Ordinance. Shared parking may be used as per Section 6.1.2.C. If a lot is split by a public road, parking shall be on the same side of the road as the use.
 4. No parking lot shall be located within the clear vision area, as established by Section 3.10 of this Ordinance.
 5. Parking shall be on the same side of the road as the use it serves. When required parking cannot be located on the same side of the road as the primary use, a grade separation (tunnel or overpass) or an at-grade crossing served by a traffic control device may be approved by the Planning Commission as a Special Land Use subject to the application requirements and procedures as provided in Article 9, Special Land Uses. However, the review standards in Section 9.3 shall not be applicable; instead, this special land use shall comply with the following standards/requirements:
 - a. The grade separation or at-grade crossing shall safely convey pedestrian traffic between the primary use and the required parking.
 - b. The grade separation or at-grade crossing must be approved by the agency having jurisdiction over the public road (e.g. either the Michigan Department of Transportation or the Leelanau County Road Commission).
 - c. The required parking shall be screened from public view or located at the rear of any building or structure located on the same parcel as the parking.
 - d. The grade separation or at-grade crossing shall comply with applicable nationally recognized standards for such a crossing.

Article 9
Special Land Uses

SECTION 9.3 STANDARDS, REQUIREMENTS AND FINDINGS

The Planning Commission shall review the particular circumstances of the special land use permit application in accordance with the requirements of this Article and Article 8. Approval of the special land use application shall be contingent upon approval of the site plan and a finding of compliance with all of the General Standards and Specific Requirements listed below:

- B. **Specific Requirements.** The following specific requirements shall be met to the extent applicable to the proposed special land use:
1. Ingress and egress for the special land use shall be controlled to ensure maximum vehicular and pedestrian safety, convenience, and minimum traffic impact on adjacent roads and highways, drives, and nearby uses including, but not limited to:
 - a. Minimization of the number of ingress and egress points through elimination, minimization, and consolidation of drives and curb cuts;
 - b. Proximity and relation of driveway to intersections;
 - c. Minimization of pedestrian and vehicular traffic conflicts;
 - d. Adequacy of sight distances between road and driveway intersections as specified in Section 6.2, Access Management.
 - e. Location and accessibility of off-street parking, loading, and unloading for automotive vehicles, including buses and trucks;
 - f. Location and potential use of ingress and egress drives to access special land use parcels for the purpose of possibly reducing the number of access points necessary to serve the parcels.
 - g. Adequate maneuverability and circulation for emergency vehicles.
 2. Screening shall be provided along all sides and rear property lines by a buffer area, and along the front property line by a greenbelt in accordance with Section 6.4, unless it can be demonstrated that the proposed special land use can be adequately controlled through some other means, such as restrictions on the hours of operation, or reducing the impact by the type and level of activity to be conducted on the site.

Article 13
Severability and Effective Date

SECTION 13.1 SEVERABILITY CLAUSE

Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION 13.2 EFFECTIVE DATE

The provisions of this Ordinance are hereby declared to be necessary for the preservation of the public peace, health, safety, and welfare of the people and are hereby ordered to become effective seven (7) days following publication of a "Notice of Ordinance Adoption" as required by the Zoning Act. This Zoning Ordinance shall become effective on the

Zoning Ordinance Amendments

<u>Amendment Number</u>	<u>Ordinance Number</u>	<u>Description</u>	<u>Effective Date</u>
2017-04-01	2018-03	Add Utility Solar Energy	September 28,2018
2017-04-02	2018-01	Add Special Event Facilities	June 28, 2018
2017-04-03	2018-04	Add Distillery and Tasting Rooms	November 9, 2018
2017-04-04		Rezoning Request	Withdrawn
2017-04-05	2019-02	Agricultural Commercial Enterprises	September 4, 2019
2017-04-06	2019-04	Remove Special Events	January 3, 2020
2017-04-07		Conditional Rezoning	Denied July 22, 2019
2017-04-08		Short Term Rentals	Pending
2017-04-09	2021-01	Net Density	January 29, 2021
2017-04-10	2020-02	Neighborhood Commercial	October 30, 2020
2017-04-11		Rural Resort	Pending
2017-04-12			

**Charter Township of Elmwood
Planning Commission
Special Meeting**

May 26, 2021

7:00 PM

Approved June 15, 2021

This meeting was held remotely due to Covid-19.

- A. CALL TO ORDER:** Chairman Bechtold called the meeting to order at 7:02 PM.
- B. PLEDGE OF ALLEGIANCE:** Chairman Bechtold led the Pledge of Allegiance.
- C. ROLL CALL:** Jeff Aprill-Elmwood Township, Leelanau County, Doug Roberts-Greilickville, Nate McDonald-Lake Ann, MI, Kendra Luta-Greilickville, MI, Jonah Kuzma-Elmwood Township, Chris Mikowski-Elmwood Township, Leelanau County, Rick Bechtold-Elmwood Township
- D. PUBLIC COMMENT: (1:30)** Kelsey 10484 S. Timberlee Dr., Reverend Lucy Walker Webb- Bingham Twp., Heather Smith-Watershed Center
- E. AGENDA MODIFICATIONS/APPROVAL: (10:38) MOTION BY COMMISSIONER LUTA, SECOND BY COMMISSIONER MCDONALD TO APPROVE AGENDA AS PRESENTED. ROLL CALL VOTE: AYE- KENDRA LUTA, NATE MCDONALD, CHRIS MIKOWSKI, DOUG ROBERTS, JONAH KUZMA, JEFF APRILL, RICK BECHTOLD. MOTION APPROVED.**
- F. DECLARATION OF CONFLICT OF INTEREST: (11:40) None**
- G. Purpose of Special Meeting: (12:12)**
- 1. PUBLIC HEARING ZO 2017-04-11 Brock, Rural Resort Zoning District Amendment (opened at 7:14 p.m.)**

The Chair stated Mr. Elkins has done an eloquent job of presenting the request for an amendment in the Zoning Ordinance. He has generously entered into discussion with the Planning Commission and offered constructive suggestions for their consideration. They have a draft of a Zoning Ordinance amendment they can work with and use as a basis for the Public Hearing.

The Chair read the statement prior to the Public Hearing. The statement covered all three Public Hearings for the evening.

Public comment opened at 7:21 p.m.

No comment given

Public comment closed at 7:22 p.m.

The Chair reiterated tonight's action is only on the Zoning Ordinance, they have no project before them at this point. The only action is to look at making a change in the zoning amendment.

Commissioner Aprill had concerns with the road and also wondered what the difference is between the rural resort district and the commercial district if it's just going to be another commercial district, why not call it that.

Scott Howard, Township Attorney, stated this language attempts to address the issue of surrounding road ways in the proposed amendment and that specifically refers to "will have limited impact on adjacent roadways and highways, drives, and neighboring uses". There will be a review period when each one of these new projects comes before the Planning Commission and they will evaluate with specificity the number of trips generated by the proposed use based on their traffic study and what the potential impact is going to be at that time. As far as the districts, typically a commercial district tends to be more intensive in use, doesn't require as much open space when you talk about percentages of impervious surface area that are impacted in a commercial district, usually you see numbers that are substantially higher than what you see in rural resort districts 5% and 8%. There is a real distinction between what a commercial district usually looks like and what a rural resort district looks like.

The Commissioners went through section 11.12 related to text amendments.

MOTION BY COMMISSIONER ROBERTS TO FORWARD THE PROPOSED ZONING AMENDMENT ZO 2017-04-11 BROCK RURAL RESORT ZONING DISTRICT AMENDMENT SECTION 7.2.3 STANDARDS AND REQUIREMENTS FOR APPROVAL B1-5 TO THE LEELANAU COUNTY PLANNING COMMISSION.

DISCUSSION

MOTION AMENDED BY COMMISSIONER ROBERTS, SECOND BY COMMISSIONER LUTA TO FORWARD THE PROPOSED ZONING AMENDMENT ZO 2017-04-11 BROCK RURAL

**RESORT ZONING DISTRICT AMENDMENT SECTION 7.2.3 STANDARDS AND REQUIREMENTS FOR APPROVAL B1-5 TO THE TOWNSHIP BOARD.
ROLL CALL: AYE-DOUG ROBERTS, KENDRA LUTA, NATE MCDONALD, CHRIS MIKOWSKI, JONAH KUZMA, JEFF APRILL, RICK BECHTOLD. MOTION APPROVED BY A UNANIMOUS VOTE.**

PUBLIC HEARING CLOSED AT 8:06 PM.

2. PUBLIC HEARING ZO 2017-04-12 Setback and Special Use Standards Amendment (Opened at 8:06 p.m.) (1:04:28)

Staff noted they have talked about this amendment a couple of times, they added in a wetland setback into the table of setbacks, amended the water's edge definition to include setback from all streams and rivers, added every parking lot or parking area shall be constructed so no water shall drain into a body of water, and they rearranged the special use standards to flow better.

Public comment opened at 8:08 p.m.

Heather-Watershed-thanked Commissioners for addressing this important topic.

Public comment closed at 8:09 p.m.

The Commissioners deliberated and went through the standards in Section 11.12.

MOTION BY COMMISSIONER LUTA SECOND BY COMMISSIONER ROBERTS TO RECOMMEND APPROVAL OF ZO 2017-04-12 SETBACK AND SPECIAL USE STANDARDS AMENDMENT TO THE TOWNSHIP BOARD AND FORWARD ON TO THE COUNTY.

DISCUSSION

ROLL CALL: AYE-KENDRA LUTA, DOUG ROBERTS, CHRIS MIKOWSKI, JONAH KUZMA, JEFF APRILL, NATE MCDONALD, RICK BECHTOLD. MOTION PASSED UNANIMOUSLY.

PUBLIC HEARING CLOSED AT 8:19 PM.

3. PUBLIC HEARING SUP 2021-02, New Waves, Clustered Residential Development, Bugai Rd. between m 72 and Hoxie, 45-004-136-015-30 (Opened at 8:20 p.m.) (1:18:12)

Dusty Christensen, applicant, noted they talked in depth on the proposed project at last month's meeting, but he gave an overview of the project. The subject site for the project is a 20 acre property on Bugai Rd. just north of M-72. The property is zoned Rural Ag and has been vacant but used for agricultural purposes for decades and is surrounded primarily by agricultural uses. The proposal for the clustered residential development takes place on 11.5 acres of the overall 20 acres and includes 14 proposed condominium lots surrounding a loop private road system that has 2 points of access on Bugai Rd. Each lot will have individual septic and then a shared well. The homes will be roughly 1,000 sq. feet of living area, 3 beds, and 1 bath. Habitat for Humanity will be deeded 6 of the 14 lots. The remaining 8 lots will be maintained by New Waves Church of Christ to be offered as affordable rental properties.

Staff said she received public input from a neighboring property owner related to the project who inquired about a fence requirement or setback from agricultural property. The current ordinance 3.15 is an agricultural setback requirement and it's a setback with a setback buffer of 100 feet when a residential development is developed adjacent to a land in active agricultural use and in the AG district. This buffer area is to be planted and maintained as a way to mitigate noise and spray drift from pesticides and herbicides. The Planning Commission can decrease the setback and the planting when it determines if one or more of the following conditions exist; topography, the properties are sufficiently separated, a conservation easement is used in the 100 ft. setback, or there is a planting buffer established that's equal to or more than the 100 ft. setback. 3.16 is fencing adjacent to certain agricultural lands where there's any residential development in the Ag district, a fence shall be installed on the boundary to help limit trespass onto the agricultural land. The developer is responsible for it, alternate fencing can be approved by the Planning Commission, and the fence can be removed if the neighboring property is rezoned or developed into a residential use.

The applicant is happy to comply with 3.16 and requested they be able to add that to the plans for approval by staff as a condition for potential approval. Regarding 3.15 staff mentioned item C gives the Planning Commission the ability to decrease the setback or planting requirements given 4 conditions, if you meet one of those which he believes they meet 2 of the conditions and said the 100 ft. setback would present some significant problems for their design as it's laid out, it essentially eliminates buildability on the northern lots and significantly impacts buildability on the south lots.

The Commissioners discussed the setbacks and fencing.

Public comment opened at 8:55 p.m.

Sue Jones 12684 S. Cedar Ln. with the region experiencing a housing crisis, she thinks the project offers really interesting and innovating ways to use the property and supports the project.

Public comment closed at 8:57 p.m.

The Commissioners deliberated and went through standards for approval.

Tina Allen, applicant, replied to the question of what the rent might be for the affordable housing. She stated what their goal is, is to get enough funding, donations, and a loan with a low enough interest rate, so they can use the FMR (Fair Market Rate). Their mission is to have them so people can afford them.

Dusty echoed Tina's sentiments saying the reason they're seeing this proposed development in front of them is it is a mission of the church to provide these housing opportunities at an affordable rate otherwise the church doesn't have reason to undertake a project like this.

MOTION BY COMMISSIONER KUZMA, SECOND BY COMMISSIONER MCDONALD TO APPROVE THE APPLICATION AS IT MEETS THE STANDARDS FOR APPROVAL IN THE ZONING ORDINANCE WITH CONDITIONS. ROLL CALL: AYE-JONAH KUZMA, NATE MCDONALD, JEFF APRILL, CHRIS MIKOWSKI, KENDRA LUTA, DOUG ROBERTS, RICK BECHTOLD. MOTION APPROVED BY A UNANIMOUS VOTE.

K. COMMENTS FROM THE CHAIR: Commissioner Bechtold appreciates the Commissioner's hard work.

L. COMMENTS FROM PLANNING COMMISSIONERS: None

M. COMMENTS FROM STAFF: Staff noted upcoming meetings of Thursday June 3rd for the public hearing on short term rentals and the regular meeting of June 15th.

N. PUBLIC COMMENT: None

O. ADJOURNMENT: MOTION BY COMMISSIONER MCDONALD, SECOND BY COMMISSIONER MIKOWSKI TO ADJOURN MEETING AT 9:57 PM. ROLL CALL VOTE: AYE-DOUG ROBERTS, JEFF APRILL, CHRIS MIKOWSKI, JONAH KUZMA, KENDRA LUTA, NATE MCDONALD, RICK BECHTOLD. MOTION PASSED.

A REGULAR MEETING OF THE LEELANAU COUNTY PLANNING COMMISSION WAS HELD ON TUESDAY, JULY 27, 2021, AT THE LEELANAU COUNTY GOVERNMENT CENTER.

Proceedings of the meeting were recorded and are not the official record of the meeting. The formally approved written copy of the minutes will be the official record of the meeting.

EXCERPT OF DRAFT MINUTES

Meeting was called to order at 5:30 p.m. by Chairman Yoder who led the Pledge of Allegiance. The Meeting was held at the Leelanau County Government Center, 8527 E. Government Center Dr., Suttons Bay, MI.

ROLL CALL

Members Present: R. Miller, K. Todd, S. Yoder, G. Carlson, A. Trumbull, C. Noonan, T. Nixon, D. Hubbell, M. Black, N. Griswold

Members Absent: M. Lautner

Staff Present: G. Myer, Senior Planner, J. Romo, Secretary.

Public Present: Rod Jones, Sue Jones, Jack Kelly

CONSIDERATION OF AGENDA

Motion by Noonan, seconded by Trumbull, to accept the agenda as presented. Motion carried 10-0.

CONFLICT OF INTEREST – None.

PUBLIC COMMENT

Rod Jones, a resident of Elmwood Township, read from a prepared statement which was emailed prior to the meeting, regarding short term rentals (STR's). Jones stated he strongly opposed short term rentals in their residential neighborhoods, however, does not support removing STRs as a use from zoning districts. He supports the Elmwood Township Planning Commission's denial of the Zoning Amendment that would remove STRs as a use.

(A copy of the full comments submitted are on file in the Planning & Community Development Office)

Sue Jones, a resident of Elmwood Township, read from a prepared statement which was emailed prior to the meeting, regarding STR's. Jones said she is opposed to short term rentals in Elmwood Township's residential neighborhoods because they are a commercial use of property and Elmwood Township's Zoning Board of Appeals determined they are not an allowed use. The best approach the Board could take at this time would be to update the Master Plan and create a waterfront overlay. She supports the Elmwood Township Planning Commission's denial of the Zoning Amendment that would remove short term rentals as a use, thus making those properties non-conforming.

(A copy of the full comments submitted are on file in the Planning & Community Development Office)

Jack Kelly, an Elmwood Township resident, read from a prepared statement that was submitted just

prior to the start of the meeting. Kelly said that tonight's public meeting was the sixty-eighth time that Save Our Neighborhoods in Elmwood (SONIE) had attended and provided verbal and written testimony on the STR's matter during the past two and a half years. Kelly continued, saying that on March 20, 2019, the Elmwood Township Zoning Board of Appeals (ZBA) declared that non-owner occupied STR's were illegal and this determination still stands today. Kelly said the township planning commission also determined that such STR's had no place in their residential neighborhoods. When this matter arrived at the township board level in January of 2021, the board did not spend one single second examining the work and recommendations of the planning commission, or considering whether or not such STR's were supported by their zoning ordinance or Master Plan. Kelly said they instead decided to allow non-owner occupied STR's in all zoning districts, and then directed their planning commission to process a new amendment that would thereafter allow them in those very same zoning districts. Effectively seeking to change a currently non-conforming use into a legal non-conforming use. Kelly continued, saying that the township Planning Commission, as opposed to what is in the Staff Report, is not the applicant tonight; instead, this amendment was proposed by the Township Board. On June 3, 2021 the Planning Commission unanimously recommended denial of the very amendment the township board directed the Planning Commission to process. Kelly concluded by saying that in the end, none of this will matter because the township board, as a legislative body, has the ultimate authority to do whatever it wants to do, assuming it can find a way to allow existing STR's to continue operating while at the same time closing the door on all new one. (A copy of the full comments submitted are on file in the Planning & Community Development Office.)

STAFF COMMENTS

Myer noted that tonight's meeting was not being streamed on YouTube. This is something the members need to decide going forward if they wish to continue. Todd said she would like to continue, because there are some people who are still uncomfortable. It's nice access to those who are more vulnerable. Myer clarified that members would still need to be present at the meetings. Hubbell questioned how many people view the meetings. Griswold said if there is no major cost involved, there should be no problem to continue. If it is saved it would be good for record so members can reference at a later time.

Hubbell expressed concern, because it is hard to hear and follow when the public calls in during public comment. Yoder clarified that the public would still need to come in for public comment and that the recording is just a way to view the meeting online. Members were in agreement to continue streaming future meetings on YouTube.

CONSIDERATION OF JUNE 22, 2021 MEETING MINUTES

Todd requested changes be made to her comments on page 5. She would like her comments to read as follows:

"Even the concept that dwellings or properties that were not businesses when the Master Plan was created, would segue into businesses because of the desire to have businesses focused more in one place." "Ihme raised a conflict that was not properly dealt with, which impacts the validity of the vote on this amendment, and our looking at this amendment."

Motion by Noonan, seconded by Todd, to approve the minutes as amended. Motion carried 10-0.

NEW BUSINESS

PC08-2021-04 Elmwood Township – Text Amendment RE: Short Term Rentals.

Yoder read an email received just prior to the start of the meeting from Jeff Shaw, the Elmwood Township Supervisor, which stated, in summary “based on the current direction the Board appears to be taking, the information in front of the Leelanau County Commissioners this evening would no longer apply.”

(A copy of the full comments submitted are on file in the Planning & Community Development Office.)

Yoder continued, saying that he would not ask staff to review the staff report, however, he would ask for member comments.

Nixon referenced Kelly’s statement that the applicant was actually the township board and questioned if applicants must be exclusively from planning commission. He is concerned with establishing a precedent by reviewing this, if in fact, it is from the township board. Yoder said it was his understanding that staff reported on what the township planning commission reviewed. Although there were minutes included from the township board, the request they are reviewing is from the Elmwood Township Planning Commission.

Todd questioned Shaw’s email, asking if they had basically withdrawn all of the plans they were asked to review. Yoder said that was his understanding, although it isn’t very clear, it seems that is what the email is implying. Yoder said Todd was welcome to still offer her comments on the proposed amendment. Todd stated she saw Elmwood Township going in two different directions. First saying that STR’s, defined in which the owners are not resident, were not appropriate in residential zonings. Then saying, it’s okay because of some past things and we are going to live with those past things in whatever zoning area, ad infinitum, if it runs with the land. She suggests they get a plan and a rationale, and put it in the four corners of their zoning document for enforcement, residents, and for people like them to go forth with.

Discussion ensued on current house bill regarding regulation of short-term rentals.

Griswold questioned who and how would the township police STR’s if they are allowed. Also, how is it fair to those in existence that have been respectful to the neighbors if you take that right away from them. Miller said legislature is going to decide if the townships can do anything, and we don’t deal with policing. Yoder stated that what the legislature does it is out of the township’s control; that is not what we are reviewing tonight.

Kelly, a member of the public, stated that staff was well aware that under the Michigan Zoning & Enabling Act, anybody can propose a zoning ordinance amendment. In this case, it was the township board that directed the township planning commission. The planning commission processed it, and it must then go to the county planning commission for review. The township supervisor cannot subvert that process by sending an email.

Motion by Noonan, seconded by Miller, to forward staff report, minutes and all comments to Elmwood Township Planning Commission. Motion carried 10-0.

PC09-2021-04 Elmwood Township -Text Amendment RE: Wetlands.

Myer stated this request, which was received on July 12, was to review and comment on a proposed amendment to the Elmwood Township Zoning Ordinance, ZO-2017-04-12, Setback and Special Use Standards. The township held a public hearing on May 26, 2021, and following the public hearing, the township planning commission passed a motion to forward to the County for review. Myer continued, saying that Elmwood Township has proposed changes to Article 5 – Use Restrictions, Article 2 – Definitions, Article 6 – Site Development, Article 9 – Special Land Uses, and Article 13 – Severability and Effective Date.

Article 5 – Use Restrictions, Section 5.6 Table of Dimensional Requirements will be amended by adding a Wetlands Column with a 30ft setback in all districts.

Article 2 – Definitions

The proposed Water’s Edge definition shall be amended to read:

Water’s Edge, also Waterfront. The ordinary high water mark or where an ordinary high water mark has not been established, the line between the upland and bottomland which persists through successive changes in water levels, below which the presence of action of the water is so common or recurrent that the character of the land is marked distinctly from the upland and is apparent in the soil itself, the configuration of the surface of the soil and the vegetation. For a stream, river or creek, the top of the bank of the channel. In the case of the presence of bluff, the shoreline setback shall be measured from the edge of the bluff.

Article 6 – Site Development Requirements, shall be amendment to add Section 6.1.2 B. 6:

Section 6.1.2

- B. 6. Every parking lot or parking area shall be so constructed that no surface water shall shed into or towards such body of water unless such surface water is first treated or filtered to remove any silt, grease or oil, salt or other matter which would deteriorate the water quality of said body of water. Snow removal from parking lot or parking area shall not be stored within the water edge setback unless contained to the parking area.

Article 9 – Special Land Uses, Section 9.3 B shall be removed in its entirety and Section 9.3 #9 shall be amended to read as follows:

- 9. The following specific requirements shall be met to the extent applicable to the proposed special land use:
 - a. Ingress and egress for the special land use shall be controlled to ensure maximum vehicular and pedestrian safety, convenience, and minimum traffic impact on adjacent roads and highways, drives, and nearby uses including, but not limited to:

- i. Minimization of the number of ingress and egress points through elimination, minimization, and consolidation of drives and curb cuts;
 - ii. Proximity and relation of driveway to intersections;
 - iii. Minimization of pedestrian and vehicular traffic conflicts;
 - iv. Adequacy of sight distances between road and driveway intersections as specified in Section 6.2, Access Management.
 - v. Location and accessibility of off-street parking, loading, and unloading for automotive vehicles, including buses and trucks;
 - vi. Location and potential use of ingress and egress drives to access special land use parcels for the purpose of possibly reducing the number of access points necessary to serve the parcels.
 - vii. Adequate maneuverability and circulation for emergency vehicles.
- b. Screening shall be provided along all sides and rear property lines by a buffer area, and along the front property line by a greenbelt in accordance with Section 6.4, unless it can be demonstrated that the proposed special land use can be adequately controlled through some other means, such as restrictions on the hours of operation, or reducing the impact by the type and level of activity to be conducted on the site.

Article 13 – Severability and Effective Date will be amended to read as follows:

Severability.

If any sections, clause, or provision of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance. The Township Board hereby declares that it would have passed this Ordinance and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences or clauses be declared invalid.

Effective Date.

This Ordinance shall become effective eight (8) days following publication.

Todd said she commends the township for the protection of wetlands. Nixon said he was impressed with the definitions of water's edge and waterfront. Griswold said it is great that they are doing this, however, the vegetation part is vague. Does it include what type of vegetation or how they are determining what vegetation defines a wetland. The Michigan Department of Environment, Great Lakes and Energy (EGLE) has a very detailed definitions of how to determine a wetland, and he thinks it would be good to reference that. Black stated that you have to be careful when defining wetlands. It could cost the counties a lot of money. An area down by Saugatuck determined certain lands were not buildable and the owners then forced the county to buy the land. Griswold said if someone buys a property that is a wetland, you need to do your due diligence and understand what you are buying

Motion by Nixon, seconded by Hubbell, to forward staff report, minutes and all comments to Elmwood Township Planning Commission. Motion carried 10-0.



Wade Trim, Inc.
10850 East Traverse Highway, Suite 2260 • Traverse City, MI 49684
231.947.7400 • www.wadetrim.com

August 3, 2021

Elmwood Charter Township
10090 East Lincoln Road
Traverse City, MI 49684

Attention: Mr. Jeff Shaw
Township Supervisor

Re: Bid Results and Contractor Award
Elmwood Township Fire Hall Roof Replacement

Dear Jeff:

On June 15, 2021, Elmwood Township held a public bid opening for the replacement of the Fire Hall roof. One bid was received from Story Roofing. The Request for Proposal asked them to provide a cost to replace the existing roofing with either asphalt or standing-seam steel. Their price to complete the project with asphalt shingles was \$53,348, and their price for to use standing-seam steel was \$130,460. Their bid proposal form is attached.

Bids were directly solicited from the following contractors:

- Story Roofing
- Springfield Roofing
- Bloxsom Roofing

In addition to direct bid solicitation from the above companies, the project was advertised on the Northwest Michigan Builder's Exchange. The lack of interest in bidding on this project is attributed to the current "full" schedule for area contractors and the lack of available workforce to complete the projects in a timely manner.

The Request for Bids issued by the Township was clear that all work to complete the project was to be included in the price. After reviewing the bid submittal from Story, it was evident they did not include the cost to temporarily remove the gutters or the snowmelt system associated with those gutters. After discussion with Story, they mentioned they do have a gutter person they work with and could have that work done (additional cost), but they do not get involved in electrical work. Due to this information, I have asked Topline Electric to give me a ballpark cost to take the snowmelt system out of service and replace after work is completed. We should have an indication as to what cost would be by the next Monday Township Board Meeting.

Additionally, we requested a proposed schedule which was not submitted. After requesting this from the bidder, they indicated the project could be started as soon as a few weeks after signing a contract and be completed within two weeks of starting if the asphalt shingle option was selected. If the standing-seam metal option was chosen, they said it would take until winter to get the steel and the project would take more than a month to complete.

While we would typically reject a submitted bid that did not include cost to complete all work requested, did not include the requested bid attachments (schedule), and refused or was reluctant to provide those costs upon further request; I think this is a sign of the current times, especially when contractors realize there will be much less competition in project bidding.

Elmwood Charter Township
August 3, 2021
Page 2

If you would like to discuss in more detail, please do not hesitate to call or email me at your earliest convenience.

Sincerely,

Wade Trim, Inc.

A handwritten signature in black ink, appearing to read "Brian C. Sousa". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian C. Sousa, PE
Township Engineer

BCS:jlb

ELM 2001.04C

PW:\PROJS\DOCS\E\ELM2001\04C\DOCS\CORRES\20210803_SHAW-FIREHALLROOFBIDS-LTR.DOCX

Attachments

Proposal

CHARTER TOWNSHIP OF ELMWOOD
10090 EAST LINCOLN ROAD
TRAVERSE CITY, MI 49684

Re: ELMWOOD TOWNSHIP FIRE HALL
ROOF REPLACEMENT

The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the Charter Township of Elmwood to complete all Work as specified or indicated for the Contract Price and within the Contract Time indicated in this Bid.

In submitting this Proposal, Bidder represents, as more fully set forth in the Agreement, that;

- a) Bidder has reviewed the provided documents and has visited the site to complete measurements to familiarize himself to the site, legal and local conditions that would affect scope, cost and schedule and that the bidder has performed any independent investigations as the bidder deems necessary for preparing an accurate and complete bid. Bidder acknowledges that the supplied information is sufficient for the purpose, including any and all Addenda officially issued.
- b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

The Bidder agrees to complete the Work for the following Contract Price:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Remove and Dispose of Existing Roof Materials	1	LS	\$ _____	\$ _____
2.	Replace All Flashing, Drip Edge, Sealing, and Roof Penetrations	1	LS	\$ _____	\$ _____
3.	Install Ice and Water Shield on Entire Roof Deck	1	LS	\$ _____	\$ _____
4.	Remove and Replace Rotted or Damaged Roof Deck with Like Material	320	SFT	\$ <u>3.15</u>	\$ <u>1008</u>
5.	Architectural Asphalt Shingles Material and Installation	1	LS	\$ _____	\$ _____
6.	Restoration and Cleanup	1	LS	\$ _____	\$ _____

TOTAL CONTRACT PRICE
(Items 1 through 6)

\$ 53,348

Fifty two thousand three hundred forty dollars (numeric)

(In Words)


Alternate A1:

Provide cost to provide standing seam metal roof (minimum 26 gauge) and all appurtenances instead of asphalt shingles at all areas.

\$ 130,460

One hundred thirty thousand Four hundred sixty dollars (numeric)

(In Words)

c) Bidder's Name: Story Roofing Company
By:  Michael McSurgall
(Signature) (Printed Name)
Address: 141 W. Wexford Ave
Buckley MI 49620
Phone No.: 231-642-6418 Fax No.: _____
Email: Mike@StoryRoofing.com

Request for Proposals

Roof Replacement Elmwood Charter Township Fire Hall

Elmwood Charter Township is seeking price proposals from qualified commercial roofing companies to replace the existing Elmwood Township Fire Hall roof.

If interested, please provide a hard copy price proposal to Elmwood Charter Township no later than **Thursday, July 15, 2021 at 2:30 p.m. local time**. Proposals can be mailed or hand delivered, but must be received by the Township prior to the specified date time.

Township offices are located at:
Elmwood Township Offices
10090 East Lincoln Road
Traverse City, MI 49684

Price proposals are to include, but may not be limited to, the following work:

Scope of Services

- Remove the existing asphalt shingles, drip edge, and roof penetration seals/flashing.
- Complete roof deck repairs as needed.
- Install new drip edge and flashing.
- Place waterproof membrane such as Grace Ice and Water Shield over the entire roof deck.
- Replace all roof penetrations including all boots, seals, and flashing.
- Provide proper roof venting.
- Place final roofing material.
- All cleanup and restoration.
- Include all costs, labor, materials, permit fees, utility setup fees, and any other items needed for a fully complete and functioning system.
- Coordinate final material selection with the Township.
- Comply with all local, state, and federal requirements for all aspects of the project including workmanship, safety, and disposal.

This is an operating emergency services building and will be operational during the project. All access to the building and site must be preserved while the work is being executed. For questions or to schedule a site inspection, please contact Brian C. Sousa of Wade Trim at 231.947.7400

If interested, please provide a price proposal with the following cost breakdown as indicated on the attached Proposal sheet:

1. Remove and dispose of existing roofing material on a lump sum basis.
2. Repair/replace existing roof deck as needed on a price per square foot basis.
3. Replace flashing, drip edge, sealing, and roof penetrations on a lump sum basis.
4. Installation of ice and water shield on a lump sum basis.

5. Standing-seam steel roofing material and installation on a lump sum basis (minimum 26 gauge, including snow bars/guards as needed).
6. Architectural shingle material and installation on a lump sum basis.

IN the submittal, please indicate the warranty provided for both the steel roof and shingles, whether the warranty includes labor for any work needed, and if there is any cost proration for roof age if warranty is exercised.

Costs supplied for the items noted above are to include all project related costs from start to finish and are to include a fully-functioning finished product with warranty.

Gutters?

To submit a proposal to the Township for consideration, please include the following documents:

1. Fully complete and submit the attached proposal sheet.
2. Supply cut sheets and product information for the steel and asphalt shingles proposed that are included in your price.
3. Attach the proposed contract to be executed between the Township and contractor.
4. Provide a list of the Insurance coverage provided by the contractor.
5. Complete and supply a schedule for completion based on a contract execution date of August 10, 2021.

Elmwood Charter Township reserves the right to accept or reject any or all bids and to waive any informality in any bids should it consider same to be in its best interest. Bids may not be withdrawn for a period of 30 days from the date of receipt.

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

PRELIMINARY

Date: 08/03/2021

Time: 4:39 pm

Page: 1

ELMWOOD TOWNSHIP

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
THE ACCUMED GROUP	A026	BILLING SERVICES	0	00/00/0000	570.84
				Vendor Total:	570.84
ACE HARDWARE	A020	CUST#23467	0	00/00/0000	72.50
				Vendor Total:	72.50
ARCTIC GLACIER USA,INC	P171	ACCT#40850596	0	00/00/0000	322.40
				Vendor Total:	322.40
BACKFLOW MAN	B024	TESTING	0	00/00/0000	330.00
				Vendor Total:	330.00
BECKETT & RAEDER	B017	PLANNING SERVICES	0	00/00/0000	3,535.00
				Vendor Total:	3,535.00
GRAND TRAVERSE COUNTY	G200	ELMWOOD GREILICKVILLE WATER	0	00/00/0000	74,456.04
				Vendor Total:	74,456.04
HIRZEL LAW, PLC.	H032	BREWERY CREEK 12579	0	00/00/0000	3,159.80
				Vendor Total:	3,159.80
LEELANAU ENTERPRISE & TRIBUN	L020	ADVERTISER #676	0	00/00/0000	128.70
				Vendor Total:	128.70
NORTHWEST LOCK	N130	repair	0	00/00/0000	132.00
				Vendor Total:	132.00
SOS ANALYTICAL	S058	WATER TESTING	0	00/00/0000	50.00
				Vendor Total:	50.00
US BANK OPERATIONS SERVICE (U030	BONDS DATED 7-1-2004	0	00/00/0000	4,687.50
				Vendor Total:	4,687.50
VERIZON WIRELESS	V014	ACCT#682962913-00001	0	00/00/0000	60.58
				Vendor Total:	60.58
VISIBLE DIFFERENCE BLDG. MAIN	V002		0	00/00/0000	135.00
				Vendor Total:	135.00
WADE TRIM	W107	MISC	0	00/00/0000	5,821.52
				Vendor Total:	5,821.52
WINDEMULLER	W024	MARINA REPAIR	0	00/00/0000	589.00
				Vendor Total:	589.00
X-CEL CHEMICAL SPECIALTIES	X010	MAINT SUPPLIES	0	00/00/0000	441.51
				Vendor Total:	441.51
				Grand Total:	94,492.39
				Less Credit Memos:	0.00
				Net Total:	94,492.39
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	94,492.39
	Total Invoices:	25			