

PENINSULA TOWNSHIP

13235 Center Road, Traverse City MI 49686

Ph: 231.223.7322 Fax: 231.223.7117

www.peninsulatownship.com

PETER A. CORREIA
SUPERVISOR

MONICA A. HOFFMAN
CLERK

DAVID K. WEATHERHOLT
TREASURER

MARK D. AVERY
TRUSTEE

JILL C. BYRON
TRUSTEE

PENELOPE S. ROSI
TRUSTEE

WENDY L. WITKOP
TRUSTEE

REGULAR TOWNSHIP BOARD MEETING

June 14, 2016

7:00 p.m.

Township Hall

Agenda

1. **Call to Order**
2. **Pledge**
3. **Roll Call**
4. **Approve Agenda**
5. **Brief Citizen Comments – for items not on the Agenda**
6. **Conflict of Interest**
7. **Consent Agenda**

Any member of the Board, staff, or the public may ask that any item on the Consent Agenda be removed and placed elsewhere on the agenda for full discussion.

1. Reports and Announcements (as provided in packet)
 - A. Officers – Clerk, Supervisor, Treasurer
 - B. Departmental – Planning Commission, Zoning Board of Appeals, Attorney, Engineer, Library, Fire Board, Park Commission and Township Deputy.
2. Correspondence (as provided in packet)
3. Edit lists of invoices (recommend approval)
4. Meeting Minutes
 - May 9, 2016 Special Joint Township Board/Park Commission Meeting
 - May 10, 2016 Regular Meeting
 - May 23, 2016 2nd Regular Meeting(recommend approval)
5. May 2016 Payroll (recommend approval)
6. Update fiscal 2016/2017 Meeting Dates (recommend approval)
7. Old Mission American Legion Pig Roast Sign Request (recommend approval)

8. **Township Board Business**

1. Traverse City Triathlon 2016 Large Event Application – Public Hearing
2. Amendment #190 – Pubic Hearing
3. Create Braemar Special Assessment District – Pass Resolution
4. AT&T Proposal
5. Approval of DPW Budget Items

6. Accept Bid for Station 2 Roof Repairs
7. Quinn/Keith Storm Water Refund
8. Accept Bid for John Deer Gator- Fire Department Request
9. Bowers Harbor Park Expansion Committee – Township Board Representative
10. Park Commission Request for Bowers Harbor Park Expansion \$14,000 from Tower Fund
11. Old Mission Peninsula Historical Society Agreement

9. Citizen Comments

10. Board Comments

11. Adjournment

Peninsula Township has several portable hearing devices available for audience members. If you would like to use one, please ask the Clerk.

Clerks Report – Township Board Meeting

June 8, 2016

The Green burial section of the Peninsula Cemetery was in the Record Eagle this past week, and since then we have sold an additional three lots.

Absentee applications went out the first part of June.

Due to the elimination of the straight party ticket earlier this year, the Secretary of State (SOS) has recommended to all clerks who maintain a permanent absentee voter list to notify voters who are 60 and over that they qualify to put on this list. The SOS is concerned about extremely long lines for the November general election.

Another concern with the elimination of the straight party vote is that Michigan election law requires that a vignette for each party appear on the ballot. When SB13 was passed the Legislature did not remove or change the statutory requirement for the vignettes from the law. Clerks throughout the state are concerned that voters who are accustomed to straight party voting may circle or somehow mark the vignette in an attempt to cast their vote. This potentially could be a huge problem in November.

Monica A. Hoffman CMMC / CMC

Peninsula Township Clerk

Treasurer's Report

6/7/2016

To: Peninsula Township Board

Re: Treasurer Report for June Board meeting

Fellow Board Members:

We are putting together the Summer tax bills to go out on July 1st. These bills will be due on September 14th of 2016.

Find Cash Balance Sheet attached.

I welcome any questions or comments.

David K. Weatherholt



Peninsula Township Treasurer

06/07/2016

CASH SUMMARY BY FUND FOR PENINSULA TOWNSHIP

Fund	Description	Ending Balance
		05/31/2016
101	GENERAL FUND	636,777.89
206	Fire Fund	332,980.37
207	Police Fund	108,705.07
208	PARKS/HASSEROT/BHP/ARCHIE/BIG JON	164,522.32
211	Bata/Sr. Center	23,218.42
212	Pelizzari Natural Area	252,404.49
213	HESSLER LOG HOME	12,559.00
215	DOUGHERTY HOUSE	8,688.80
225	Summer Tax Collection	(127.03)
245	Roads	3,477.33
248	Building Fund	2,590.58
297	Purchase of Development Rights	1,639,209.89
298	Cable Council Fund	414,327.38
502	Tower Fund	493,494.02
508	Lighthouse Fund	12,601.58
509	LIGHTHOUSE GIFT SHOP	100,237.76
590	Sewer Fund	228,658.74
591	Water Fund	563,431.13
596	Compactor Station	26,269.52
701	Trust and Agency	41,363.69
703	Tax Collection	41,339.44
708	Library Trust and Agency Fund	487,009.33
	TOTAL - ALL FUNDS	5,593,739.72

Planning Commission Report to Town Board – May 2016

The Planning Commission continued to review the Zoning Ordinance draft for General Regulations as proposed by McKenna & Associates:

Article 8 - Environmental Standards

Article 9 - Parking, Loading and Access Management

Article 10 - Landscaping and Screening

Article 11- Signs

This was a full meeting and I refer you to the minutes for details because the topics were so diverse. Some of the discussion points included the 25 foot wetland setback standards, steep slope protections, exterior lighting standards and our dark night sky protections, private road standards, a large array of possible landscaping standards and signage issues as related to a US Supreme Court case. Discussions of these four articles (8-11) filled the first 2 hours of the meeting. There is still a lot of material to cover including another look at B&B's, chateau wineries, use by right operations and food processing operations. We are pretty close to our intended review schedule.

We also addressed the required 5-year review of the Master Plan. As you recall, the Master Plan was approved in 2011 and a 5-year review is required to be certain that it is still meaningful. A committee has met to clarify and review the document and recent data such as census figures, school enrollment numbers, traffic counts and voter registration increases. The committee has considered another citizen survey in 2019 to help prepare for the 2021 Master Plan. The committee recommends improved mapping and a section addressing the Old Mission Peninsula School and possible future uses of the property. The public will continue to be involved in this process.

The Planning Commission continues to table any action on the Bowers Harbor Vineyard operation, waiting for direction from the township attorney and the Town Board.

Penny Rosi

6/7/2016

Fire chiefs report for the month of May.

We had one house fire during the night on Montmorency Rd. Initial call was that a family of four was still inside the residence. Peninsula Township crews arrived on scene and were able to determine that three people were accounted for but there was still one occupant inside. Crews did a quick search of the residence and were able to get the last occupant out safely and unharmed.

We also had a shed fire that was next to a second barn during the day on Neahtawanta rd. The duty crew arrived on scene and quickly brought the fire under control. There was minimal damage to the second barn.

We have had Front line services doing pump test and DOT inspection on all apparatus. They have found a few things wrong with the trucks and have been fixing the problems.

I have hired 4 new part time members on the department and they are currently going through orientation.

A little info on them:

- Aaron Sogge is a Paramedic/Firefighter. He works fulltime for North Flight EMS has three kids and one on the way. He has been a firefighter for 5 years and a paramedic for 3.
- Amanda Brown is a Paramedic/Firefighter. She works fulltime for North Flight EMS. She has been a paramedic for 5 years and just completed her firefighter certification.
- Mike Courson is a Paramedic/Firefighter. He works fulltime for North Flight. He has been a firefighter for six years and also USDOT Basic and advanced Maritime firefighter, and a paramedic for 2 years.
- Tim Newton is a Paramedic/Firefighter. He works fulltime for East Bay EMS and part time for Blair EMS. He has been a Paramedic for three years and a firefighter for 7 years.

I believe these members will be a great asset to our community. If you see the new members out and about don't hesitate to say Hi and welcome them aboard.

I have purchased a washer and dryer for station 1 so members can wash their uniforms when they get contaminated on calls (blood, and other bodily fluids) instead of bringing these types of things home to their families.

We are looking at purchasing a gear washer instead of having to go to City Fire or Grand Traverse Metro. This was a capital outlay item. This item will be located at Station 2 since it has a great water source.

Bayshore Marathon was a success. We had a higher volume of patients than the last few years due to high temps but all departments worked very well together. We saw about 50 patients in the medical tent. The medical tent is located at the high school and that is where all the patients are taken to. We had 6 Paramedics there and 1 doctor from the hospital. The doctor evaluates the patients and determines if they can be treated and released there or they need to be transported to Munson Medical Center for more care. I billed the Bayshore for all of our services and the treasurer's office has a copy if anyone would like to see it.

As always feel free to stop by the station and visit with the guys and gals and say Hi. If you have any questions don't hesitate to contact me.

Randy Rittenhouse

A handwritten signature in black ink, appearing to read 'Randy Rittenhouse', written in a cursive style.

Grey Hare Inn/Ruzak List of Letters
to Peninsula Township regarding change to B & B ordinance

Date	General Gist
*7/3/2002	Comments regarding Amendment 142, & request to develop a comprehensive hospitality ordinance
*1/26/2004	Request change to ordinance
*4/5/2006	Request change to ordinance
*1/21/2010	Request change to ordinance, highlighted p 2-3
*4/10/2013	Request Planning Commission change
5/16/2013	Clarification definition acceptable accessory uses
*2/1/2014	Suggestions to definitions
*2/6/2014	Definition acceptable accessory uses request
7/8/2014	Comments PC meeting of 6/16/14
1/1/2015	Partial mention in letter regarding Bowers Harbor winery
11/16/2015	Refinement of definitions suggestions
*6/4/2016	Letter to Town Board requesting Amendment 190

Note: those marked with an "*" are more directly requests related to the subject changes again written in the letter dated 6/4/2016.

Letters are attached in chronological order with the exception that the most recent, previously unsent one, is first.

143

June 4, 2016

Peninsula Township Board
13235 Center Rd.
Traverse City, MI 49686

Dear Board Members,

I am writing to ask for your support in adopting Amendment 190. While I plan to attend the June 14th meeting and offer comment regarding this matter, I wanted to summarize some of the reasons to support this amendment so that you can give additional consideration to this in advance of the public meeting, which I think will be greatly more efficient than my reiterating the points of this and all my previous letters of justification for change (most of which are attached for your reference) at that time.

The amendment does adequately address at least two of the issues that I have raised in these 4 or 5 previous efforts, and adopting the items proposed represents a definite step in the right direction of balanced and equitable zoning management by adjusting a fairly restrictive bed and breakfast ordinance. However in my opinion it does not yet go far enough toward full parity of land use.

First, the amendment acknowledges and addresses a large gap in the present overall ordinance in the area of providing short term accommodations between bed and breakfast accommodations being allowed 3 rooms on 1 acre of land, and the chateau winery with 10 being allowed on 50 acres. Changing to the new verbiage provides a more direct relationship between acreage and use permitted. Additionally, this graduated land use allowing additional rooms affords the value of the property to increase to a more equitable level in relation to the acreage, by increasing the range of means for which the property is suited to a potential buyer.

Second, the amendment more accurately reflects, and offers adaptation to, the dynamically changing world of the accommodations industry and the services that are necessary to be able to be competitive with other properties. It offers the opportunity to formalize some fairly common practices of additional services offered by such properties such as additional amenities through promotional packages as well as other food items. Thus it will more clearly define what exactly are "acceptable accessory uses".

The Board has previously recognized the need to adapt ordinances to the reality of actual business practice, and I would ask that they again do so at this time. Approximately 12 years ago we requested and received a change to the ordinance that would allow bed and breakfast to actually cook breakfast rather than as originally written to only serve pre-packaged baked goods, juice and coffee. It was recognized that this had become standard in the hospitality industry and a service that distinguished a bed and breakfast from other options.

Similarly when the State of Michigan changed the liquor law to allow wineries to sell wine by the glass, but with the caveat that food also needed to be provided, the winery ordinance was

changed to accommodate that marketing need. Thus it seems logical to again adjust the bed and breakfast ordinance to acknowledge the need for additional services and activities that are necessary to be able to be provided by these types of establishments in order to remain competitive and sustainable as a viable short term housing option. This need for adding allowed activities has become particularly emphasized by the effect of the meteoric rise in the number of properties offered through the internet for tourist accommodations, such as AirBnB and FRBO (for rent by owner).

There are some 400 homes listed on AirBnb in Northern Michigan, many of which are on Old Mission, and most operating in violation of local residential and condominium ordinances and other covenants. During the rise in popularity and presence of AirBnb our inn's revenue has fallen for the past two years about 10% from a fairly stable amount over the past 10 years. The bed and breakfast industry is beginning to seek legislation at the state and local level to enact stronger ordinance language to enforce zoning with fines. While this is something that will likely soon be requested of the Board, for the moment I am mentioning it just to exhibit and support the need for allowing bed and breakfasts to provide the services that distinguish them from mere tourist rooms.

In Traverse City "tourist rooms" maintain their full homestead tax exemption while a "bed and breakfast" is considered a business and thus taxed at a higher rate; but these bed and breakfast business properties are also not restricted in operational aspects including events. On Old Mission the 2 properties currently in operation strictly under the B & B ordinance (two others being exempted by "grandfather clauses" or other definitions of use, but generally providing a fairly similar category of service) pay the higher taxes of a business but yet are restricted to activities no greater than a single family residence. Meanwhile individual homeowners are renting out rooms on a daily basis, and in some cases more than even the 3 rooms allowed a bed and breakfast, and free to do whatever activities they want seemingly with impunity.

While I understand that there are many complications to enforcement, and enacting fines large enough to discourage disregard for zoning restraints; at least a partial solution to the obvious unfairness of the inconsistent enforcement situation would be to allow additional activities at bed and breakfast to be considered 'acceptable accessory uses'. It certainly is not the responsibility of government to provide protection from market competition, and it's unlikely that current zoning even if enforced would eliminate this Internet driven third party booking agent; but it seems a reasonable request that the ordinance would provide additional uses for those operating a legitimate business to insure that these businesses are not penalized by being restricted to a greater degree as they "play by the rules" versus those who do not.

These two provisions of the amendment changes definitely will help equal the playing field by allowing additional rooms to be rented with additional acreage requirements, and by allowing additional services and amenities beyond breakfast to give such inns a greater chance at financially sustainable operations.

Where the amendment, and related definitions, fall a bit short of what could truly be effective is in the area of "owner occupancy" or "owner resides.... while renting the rooms".

6/4/16 3

Other communications I have written go into this issue more in depth; but basically without merely adding the word “primarily” (or “principally”) as was discussed in the work sessions, the change actually restricts the owner’s ability to operate the business even more than the previous definition. “Occupancy” has at its core that the situation is satisfied as long as there is “an intent to return”, permitting some flexibility of enforcement; but actually neither old nor new definition adequately allow for an owner to utilize another person on a short term basis to assist in the operation of the business when the owner either is for example hospitalized or away on vacation. Requiring closure of the business to do so would be financially harmful.

On the larger scale, and again with the justification to add flexibility in order to acknowledge and adapt to the reality of the accommodations industry, allowing a “professional manager” to operate the business seems a reasonable adaptation. A manager has just as much dedication and ability as an owner to perform the services and monitor the activities of the inn guests that an owner does, because ultimately they are held responsible by the owner; so the situation is much different than where homeowners rent out their homes and are not there at all to monitor renter’s activities which are the situations that I understandably agree need to be avoided. Although as a side note I do however feel that the solution to the undesirable behavior is to write zoning that penalizes the negative behavior impact, for example noise, rather than limit the specific method of use of a property. In establishing precedence for allowing this, I offer that many inns use such managers, and the Michigan Bed and Breakfast Association offers a program to train such people.

As an example of how utilization of professional managers does not inherently mean standards would not be followed by asking you to consider the farm management industry. No one owning agricultural acreage is restricted by zoning that only the owner of the property can perform management activities such as pruning and spraying. Many properties are sprayed by persons other than the owners, using often toxic chemicals; so it seems a bit overly restrictive to require this stipulation of the owner of a bed and breakfast where the activities involved are much less potentially damaging or disruptive of nearby properties.

And finally the much discussed but rather elusive “event” definition, which in my opinion truly needs to have an added “beyond regular activity scope and capacity” phrase to become meaningful in a real world application to this type of business, and for that matter any other. More discussion can be read in previous correspondence, but this amendment does at least recognize that small gatherings could be permitted. At the heart of previously expressed concerns is that I still question the need to so restrict a bed and breakfast (and other establishments) to “overnight guests only” versus a number based on the capacity of the property itself, while a residential owner (again to which our activities by definition are theoretically supposed to be similar) can have a party for many more than that. Truly what difference does the purpose (whether to generate revenue, or to celebrate for mere fun) of an event make when considering the direct relevance to the intention behind zoning of regulating activity to limit impact. So if I as a homeowner can have a private birthday party for 50 people in the backyard, why not one for a guest at a bed and breakfast?

Thank you for your consideration. Sincerely, Cindy Ruzak 1994 Carroll Rd.
Owner, Grey Hare Inn Vineyard B & B

July 3, 2002

Peninsula Township Board
14213 Center Rd.
Traverse City, Mi 49686

Dear Board Members,

I understand that a proposal, Amendment #142, has been forwarded through the Planning Commission for the creation of an ordinance for an "Agricultural District Country Inn", and as both a citizen and local innkeeper I'd like to offer a few thoughts for your consideration in relation to this proposal.

First and foremost, it sometimes seems like several of our township ordinances have often been created specifically for one individual request, rather than as comprehensive ordinances addressing several possible uses under a single general category. This reactive type of ordinance process creates unnecessary procedural burdens both on the individuals who may want to develop a similar but slightly different use on their property, as well as on the government members who must review each proposal separately. This also raises the potential for zoning inconsistencies or gaps, and resulting inequities in property rights.

Secondly, I have some concerns about the density that would be created under the Country Inn proposal especially in consideration of the 75 person indoor meeting facility when added to the 15 rooms and other dwellings. It seems to me that this kind of project might be better situated on a minimum of 80 acres, rather than 40. Under the logic of even 15 rooms alone on 40 acres (notwithstanding a meeting facility) one could deductively transpose that half of that, or 8 rooms would then be justifiable on half the acreage - 20 acres. As an owner of a Bed and Breakfast on 17 acres I would financially love to have the ability to have that many rooms since 8 is in general the industry accepted standard for the number of rooms at which one can make a true "income" from a B & B, rather than just deferring part of the mortgage cost. However, as a citizen who cares about land use issues, and who believes in the importance of zoning integrity (as it applies to consistency, and in relation to preservation of agricultural open space) as well as remaining true to my personal beliefs, I would honestly say that 8 rooms on our acreage would be creating greater density than appropriate.

Addressing the primary concern, what might be more efficient long term in regard to this specific case is to create a single, multi-tiered hospitality ordinance that would cover not just what is allowed with 1 acre minimum (B & B current ordinance), then 40 acres (Country Inn), or 50 (Chateau Winery), but would apply to all with increasing "rights" or "privileges" at different ranges or amounts of acreage. For example, one could write that with less than 1 acre a single rental room could be done, then from 1 to just

7/3/2002
2 of 3

under 5 acres (more a residential definition) 2 rooms would be permitted, then from 5 acres through less than 15 would be 3 rooms (as is currently allowed on the enormously wide range of 1 – 49 acres), from 15 acres to 40 acres an additional room per each 5 acres to the maximum of 8 rooms on 40 acres, and thus 10 rooms up to 50 acres, at which point the number of rooms permitted is equal to the existing Winery Chateau ordinance. Also, if desired, one could add additional categories and activities permitted from 50 – 80 acres, and another category from 80 to 120, which as stated before is, in my opinion, more where a “Country Inn” complex might be appropriate. These categories presume that the hospitality structure is the only or primary structure on the property, and that size limitation are placed on such a structure, with the remaining being undeveloped.



Requests for different permitted activities, for which a fairly comprehensive list could be developed and included in the ordinance, could each be assigned an equivalency factor that could be equated to the number of rooms or structure square footage that must be “traded” in order to do other functions of the hospitality industry. The same type of logic could hold true for requesting additional structures, so that a fairly comprehensive, well defined, equitable ordinance is in place. These activities and additional structures could be graphed in a logical progression so that minimum acreages required to even consider certain specific activities is clearly evident. For example, a hospitality facility on 80 acres that wanted to have a meeting facility for 75 people would “trade” an equivalent rental room square footage, say 5 rooms, so that instead of the 16 room inn they could build on 80 acres they could have 11 rooms plus the meeting space. Or for each additional homesite they would like to preserve, 1 rental room would be “traded back”. Or, if they wanted to do small events, say up to 25 people, they could “trade” back 1 rental room equivalency unit.



My suggestion to the Board is to send Amendment #142 back to the Planning Commission to develop into a comprehensive hospitality ordinance that could apply to more than just a few individual requests. At the same time other hospitality industry issues could be addressed and brought into line with current State Health Codes and industry standards. For example, elsewhere in the state Bed and Breakfast are permitted to serve other meals to only their guests, while this is not currently allowed under Peninsula zoning, except where reportedly “grandfathered” to a few businesses. There are many B&B owners, and others in the local hospitality industry, who would be willing to participate in assisting in the design and development of a comprehensive and equitable plan suitable to many users not just one, or at most a few.

This kind of strategic planning review could also serve to better define (a process much under way through other individual-oriented ordinances requests) exactly when a gathering becomes an “event”, and determine acceptable ranges of activities consistent with different amounts of acreage. For example, if it is deemed appropriate at 40 acres (or as stated before, in my opinion, 80 acres) that small 75 persons meetings can take place in the facility, then at lesser acreage ranges other even smaller gatherings (no larger than one might have for personal reasons as a private citizen) should also be allowed. In that way the ordinance will reflect equity to all in intent, but restricted in scope of activity by land use requirements rather than creating a special situation for a specific few.

7/3/2004
-3

If writing one comprehensive ordinance is for some reason not desired then at minimum I would suggest that the current B & B special use land requirement be restated in ranges, as mentioned above, up to 5 acres; and that the current proposed "Country Inn" ordinance be expanded to include lesser acreages in a proportional manner, using a guideline of about 1 room per 5 acres; along with consideration of additional language to address some of the other issues mentioned in this letter. In that manner inconsistencies in property rights created by zoning logic gaps can be avoided. All existing inns could be grandfathered to retain any larger number of rooms they may already have.

Also, if for some reason this Amendment is tabled for discussion at a later date please reintroduce these comments at that time, or consider them separately in advance.

Thank you for your consideration. Sincerely, Cindy Ruzak
1994 Carroll Rd. 231-947-2214

January 26, 2004

Peninsula Twp. Planning Commission/ Town Board
13235 Center Rd.
Traverse City, Mi 49686

Dear Planning Commission and Town Board Members,

We are requesting that Article VIII, section 8.7.2 and 8.7.3 paragraph 6 of the Peninsula Township Zoning Ordinance be amended to incorporate the following three proposals concerning bed and breakfasts. We ask that each of these requested amendments be considered individually for approval and inclusion. While some of the rationale for each is overlapping and can be applied to any one of the three, the justifications for considering the request are presented separately under the item number most relevant.

- 1) To reword a portion of the ordinance to accommodate the addition of sleeping accommodations in bed and breakfast establishments located on over 5 acres of land with one additional room being permitted per each additional 5 acres. If approved, appropriate verbiage could perhaps simply be added to paragraph b) 1 and b)5,6 respectively.

- 2) To allow additional meals and amenity service to be provided to guests of the establishment. These would include such amenities as “turndown treats”(chocolates or cookies in room prior to retiring), complimentary afternoon refreshments or food such as cheese and crackers or other “hors d’oeuvres”, and box lunches or served dinners. This request would seem to require an amendment to existing paragraph b)16

- 3) To permit small promotional events in Bed and Breakfasts located on agricultural land of more than 5 acres but less than 50 acres (the latter being presumably then covered under the requirements of the Chateau or other ordinances in development – i.e. tabled proposal 142) for guests of the occupants of the establishment only, with a maximum number of people in attendance not to exceed 30 people, equivalent to impact of an individual homeowner’s personal party. If approved a separate paragraph might be added to the existing ordinance.

Changing the ordinance to accommodate these requests will promote a number of positive benefits toward maintaining the desired less-developed character and ambiance of the township, and encourage the least dense and advantageous use of land, while also offering the opportunity to increase the consistency of township zoning’s logic, and equity in its administration.

1/26/2004
2

Beginning with the assumption that as the Peninsula is recognized as a tourist destination due primarily to the existence of wineries, beaches, and scenic open space, a certain amount of visitor accommodation is likely to be required. Secondly, that small tourist inns are accepted to be more in tune with the character of the area than larger resort like accommodations, and thus the former are by nature inherently more desirable to maintain the existing ambiance of our township. By inference then actions that can be taken to encourage the success of the smaller operations to accommodate these visitors would then reduce the development pressure for resort-like grander plans, or even in some possible cases more dense residential housing.

The first proposal's primary benefit, similar to that of the second and third, is that it would increase zoning consistency as well as provide a logical, rational approach to accommodate the requirement of local entrepreneurs to competitively insure their own survival (since it is much more profitable to operate 10 rooms than 5, and 5 or 6 than 3 in the respective amount of space required for each size range) while maximizing the efficiency of land use. Current B & B zoning requires a 1 acre minimum for a bed and breakfast to operate 3 rooms, while the Chateau winery special use allows 10 rooms, a winery, and an additional 6 or 7 homesites on 50 acres of land. Although certain zoning interpretations have resulted in differing numbers of rooms being permitted, there is no formal designation of hospitality type activities permitted in between these two acreage categories, which could be resolved (as would any potential appearance of inequity, or undue restriction of land use permitted) by adding this amendment of 1 additional room per 5 continuous acres over the initial 1 – 5 acre parcel. The addition of these number of permitted room guidelines would again promote consistency to the zoning, and fulfill an accommodations need in as low an impact manner as possible. For example, this amendment would allow someone to place a 10- room inn on 50 acres rather than requiring the development of a winery and other home sites to "qualify" for building the inn portion. Also, if someone had 20 acres that could be divided into 3 or 4 homesites, with resulting year round impact (versus the seasonal B & B), they could instead operate a 5 or 6 room B & B at much less impact to the 20 acres within land use parameters.

Another way to consider this might be to view this kind of "agricultural zoned B & B" amendment as a miniature PUD, which are also designed to preserve open space. Or alternatively the first proposal can be considered as yet another tool in the land use management toolbox for preserving agricultural land, similar in results to the purchase of development rights yet without any direct taxpayer costs. Allowing one additional room per 5 acres certainly seems an advantageous trade with the zoning permitted entire home per 5 acres that could be built, and further seems to be a way in which the term "managed growth" can reach new beneficial avenues of expression.

Adding this as an amendment would also serve to simplify zoning, thus reducing the administrative burden on the township planners by permitting some latitude in hospitality type establishments on properties larger than 5 acres but less than 50 without each time creating a new and different special use ordinance to fit the individual's specific request.

Accommodating request #2 would bring the ordinance more in line with State requirements for bed and breakfasts, thus allowing the local bed and breakfasts the opportunity to be competitive with other establishments in the industry throughout Michigan and elsewhere, resulting in continued successful operation of these presumably desirable enterprises. When one considers the "larger picture" purpose of zoning as it relates to bed and breakfasts, one might ask what difference or impact would additional food service to guests have as it pertains to the surrounding area, especially since this activity would be restricted to guests only? As a means to further clarifying what purpose, or intent of zoning, is served by restricting meals to "breakfast only" one might consider asking what difference would it make if breakfast was served at a later time, say noon or even 6pm, and thus hopefully revealing the minimal impact additional food service would have if done at a similar time? Again, since this kind of activity takes place entirely within the confines of the home/ B & B establishment, there is a virtually non-existing impact on anyone nearby, certainly no more than a private residence has. Allowing a bed and breakfast to provide value added services provides desirable flexibility in revenue generation, and maximization of return on assets, thus ultimately providing means to better the chances for continuation of a successful operation.

The third request addresses the issue of not only permitting, but developing zoning guidelines that encourage and promote, businesses whose activities are much less intrusive than others. In these uncertain economic times these requested kind of changes to our zoning will help to insure the continued success of these low zoning impact businesses by allowing them to creatively attract guests. Many B & Bs across the state and country routinely do such things as "Murder Mystery Dinner Weekends", "Progressive B & B Home Dinners", Easter Egg Hunts, Chocolate Valentine tastings, cooking classes or Wine and Cheese events, with no, or little, additional impact on the surrounding area. Certainly not more than would an individual's personal celebration. Prohibiting the use of reasonable impact promotional tools such as these restricts the ability of these desirable low impact businesses to be competitive through some fairly standard hospitality industry marketing techniques. This amendment would also increase the consistency of zoning logic in that all B & Bs, and similar hospitality establishments, would then be governed equitably based on their type of activity, and resulting zoning impact, rather than on separate interpretations of what may or may not be permitted under a "grandfather clause", or other alternative zoning logic applications.

Since these types of happenings included only the guests at the bed and breakfasts, one could interpret that they are what could be called "private parties", as opposed to a full fledged public "event". And while private parties are not specifically excluded as allowed activities, some written clarification establishing guidelines would go a long way toward eliminating confusion, and various interpretations, on what kind of promotional activities are permitted.

However, if this kind of interpretation of permitted activities is perceived as desirable, and taking the thought process one step further, rather than attempting to administer specific conditions of under what circumstances individual private parties could take place, the entire process could instead be defined and categorized simply by land use/neighborhood impact alone. Thus, for example, the number of attendees permitted

could be tied to acreage itself, and a paragraph with such language could be added to the ordinance. Using a fairly non-intrusive sounding 2 persons per acre would seem a logical number, so that an establishment surrounded by 5 acres could provide additional guest services to 10 people, one of 25 acres – 50, and with 50 acres – 100 people, etc.. Then once general activity related guidelines (worded so that they relate not to type of event, but to impact of the event's activity on surrounding area – such as noise level, road use/traffic congestion) are established then individual event permits would no longer be required. This thought process could even be extended to other businesses, such as wineries, as well so that for example once an "event" has been permitted in principal as an acceptable activity that an annual renewal request would not be required, again promoting governmental efficiency by encouraging focus on overall zoning rather than micro management of specific individual requests.

Finally, while not directly applicable to the logic of the requested amendment proposal other than as a supporting position statement for consistency between zoning/tax statutes/ and permitted activities is the recent re-evaluation/interpretation of the percentage of homestead exemption rescinded from properties involving bed & breakfast operations. A separate letter is available for those who might want to delve more deeply into this issue, however, for this proposal the gist is that if these home-operated businesses are going to be taxed at a higher rate (by reduction in allowable homestead exemption) as a business then practices appropriate for a business would seem a reasonable request. At this point the zoning restricts B & B activities to that of a single-family dwelling yet the tax benefits/individual principal residence homeowner rights are being removed by a disproportionate percentage. Thus enacting these proposals would bring more equity to the situation.

Thank you for your consideration of these requests. Sincerely,

Cindy and Jay Ruzak
Grey Hare Inn, Vineyard B & B
1994 Carroll Rd.
231-947-2214

10/3.

April 5, 2006

Peninsula Twp. Planning Commission/
Town Board
13235 Center Rd.
Traverse City, Mi 49686

Dear Planning Commission and Town Board Members,

I am requesting on the behalf of all existing and future bed and breakfasts that Article VIII, section 8.7.2 and 8.7.3 paragraph 6 of the Peninsula Township Zoning Ordinance be amended to incorporate the following:

- 1) To allow additional meals and amenity service to be provided to guests of the establishment. These would include such amenities as “turndown treats”(chocolates or cookies in room prior to retiring), complimentary afternoon refreshments or food such as cheese and crackers or other “hors d’oeuvres”, and box lunches or served dinners.
- 2) To permit small promotional events developed by the members of the local B & B association for their guests only, with a maximum number of people in attendance at any one B & B at any time not to exceed 40 people, equivalent to impact of an individual homeowner’s personal party.
- 3) To accommodate the addition of sleeping accommodations on over 5 acres of land with one room being permitted per additional 5 acres. Activities would be permitted on properties of over 20 acres that were not in conjunction with other B & B properties as long as the impact remained similar to that of an individual homeowner’s personal party.

The first request would seem to require an amendment to existing paragraph b)16, the second could be added as an additional paragraph to this section, and the third could be added to paragraph b)1 and b)5,6 respectively.

Changing the ordinance to accommodate these requests will promote a number of positive benefits toward maintaining the desired less-developed character and ambiance of the township, and encourage the most advantageous use of land. The changes would also offer the opportunity to increase the consistency of township zoning’s logic, and equity in its administration. We ask that each of these requested amendments be considered individually for inclusion, and while some of the rationale for each is overlapping and can be applied to any one of the three, the justifications for considering the request are presented separately under the item number most relevant.

4/3/2006
2

Beginning with the assumption that the Peninsula is recognized as a tourist destination due primarily to the existence of wineries, beaches, and scenic open space and thus that a certain amount of visitor accommodation is likely to be required. And that small tourist inns are accepted to be more in tune with the character of the area than larger resort or motel like accommodations; thus the B & B s are by nature inherently more desirable to maintain the existing ambiance of our township. By inference then actions that can be taken to encourage the success of the smaller operations to accommodate these visitors would then reduce the development pressure for resort-like grander plans, or even in some possible cases more dense residential housing.

Accommodating request #1 would bring the ordinance more in line with State requirements for bed and breakfasts, thus allowing the local bed and breakfasts the opportunity to be competitive with other establishments in the industry throughout Michigan and elsewhere, resulting in continued successful operation. When one considers the larger picture purpose of zoning as it relates to bed and breakfasts, one could ask what difference or impact would additional food service to guests have as it pertains to the surrounding area? To clarify what purpose, or intent of zoning, is possibly served by restricting meals to "breakfast only" please consider asking what difference would it make if breakfast was served at a later time, say noon or even 6pm, and thus what impacts would additional food service have? This kind of activity takes place entirely within the confines of the home/ B & B establishment, therefore has a virtually non-existing impact on anyone nearby, certainly no more than a private residence has. Furthermore, in whatever perceived impact there might be, no specific meal would seemingly have more impact than another.

The second request addresses the issue of not only permitting, but developing zoning guidelines that encourage and promote, businesses whose activities are much less intrusive than others. In these uncertain economic times these requested kind of changes to our zoning will help to insure the continued success of these low zoning impact businesses by allowing them to creatively attract guests. Many B & Bs across the state and country routinely do such things as "Murder Mystery Dinner Weekends", "Progressive B & B Home Dinners", Easter Egg Hunts, Chocolate Valentine tastings, cooking classes or Wine and Cheese events, with no, or little, additional impact on the surrounding area. Certainly not more than would an individual's personal celebration. Prohibiting the use of reasonable impact promotional tools such as these restricts the ability of these desirable low impact businesses to be competitive through some fairly standard hospitality industry marketing techniques. This amendment would also increase the consistency of zoning logic in that all B & Bs would then be governed equitably based on their type of activity, and resulting zoning impact, rather than on separate interpretations of what may or may not be permitted under a "grandfather clause".

Since these types of happenings included only the guests at the bed and breakfasts, one could interpret that they are what could be called "private parties", as opposed to a full fledged public "event". And while private parties are not specifically excluded or included as allowed activities, some written clarification establishing guidelines would go a long way toward eliminating confusion, and various interpretations, on what kind of promotional activities are permitted.

The third request's benefit is similar to that of the second in that it would increase zoning consistency as well as provide a logical, rational approach to accommodate the requirement of local entrepreneurs to competitively insure their own survival (since it is much more profitable to operate 10 rooms than 5, and 5 or 6 than 3 in the respective amount of space required for each size range) while maximizing the efficiency of land use. Current B & B zoning requires a 1 acre minimum for a bed and breakfast to operate 3 rooms, while the Chateau winery special use allows 10 rooms, a winery, and an additional 6 or 7 homesites on 50 acres of land. Although certain zoning interpretations have resulted in differing numbers of rooms being permitted, there is no formal designation of hospitality type activities permitted in between these two acreage categories, which could be resolved (as would any potential appearance of inequity, or undue restriction of land use permitted) by adding this amendment of 1 additional room per 5 continuous acres over the initial 1 – 5 acre parcel. The addition of these number of permitted room guidelines would again promote consistency to the zoning, and fulfill an accommodations need in as low an impact manner as possible. For example, this amendment would allow someone to place a 10- room inn on 50 acres rather than requiring the development of a winery and other home sites to “qualify” for building the inn portion. Also, if someone had 20 acres that could be divided into 3 or 4 homesites, with resulting year round impact (versus the seasonal B & B), they could instead operate a 5 or 6 room B & B at much less impact to the 20 acres within land use parameters. Another way to consider this might be to view this kind of “agricultural zoned B & B” amendment as a miniature PUD, which are also designed to preserve open space.

Adding this as an amendment would also serve to simplify zoning , thus reducing the administrative burden on the township planners and administrators by permitting some latitude in hospitality type establishments on acreages larger than 5 acres but less than 50 without each time creating a new and different special use ordinance to fit the individual's specific request.

Thank you for your consideration of these requests. Sincerely,

Grey Hare Inn

19
January 21, 2010

Rob Manigold/Peninsula Twp. Board
13235 Center Rd.
Traverse City, Mi 49686

Dear Rob and Township Board Members,

I would again like to open the discussion regarding amending the Bed and Breakfast ordinance to allow both additional rooms as well as small events depending on acreage and zoning, and request that the Board consider the same for formal adoption. I have attached previous letters written for various purposes that have outlined such a proposal in one form or another; dated July 2002, January 2004, and April 2006. To the best of my memory these proposals sort of died off in process and were not brought to the Board for a formal vote.

My most recent attempt about 1 ½ years ago, for which I cannot find my written request, ended up being directed to the Master Plan Committee. The meeting with that committee ended in their request that I obtain information about what the State of Michigan health code laws regarding food service entailed in this regard, as well as information about other B & Bs in the area that are allowed to do such events. Because of health issues that diverted my attention last year I did not follow up on this request, but would like to now do so. Basically the health code issue for an event taking place is resolved by Michigan law that a facility other than a restaurant can only rent their space and must have a different entity provide the food, so no restrictions would be imposed by state law as long as an outside caterer was used. As far as other inns being allowed to do such events there exists quite a bit of different means under different zonings that permit or at least don't disallow such a use (according to a couple of B & Bs I talked to they are permitted because it is not restricted specifically). To name a few, Wellington Inn in downtown Traverse City, and the Country Hermitage Inn in Williamsburg have done large events even though no specific permission given; Old Mission's own Neahtawanta Inn by as I understand it grandfathered zoning since it was at one time the location of a restaurant in the inn, and Old Mission Inn under same rationale reportedly. Throughout the state one witnesses B & Bs hosting weddings and other small events in their backyards, usually no larger than an event; and if this idea is not readily accepted then all one needs to do is search through a couple of directory websites such as bedandbreakfast.com or laketolake.com for individual examples.

At the time of this meeting with the Master Plan Committee I was asked by Greg Fiebing why I was requesting these additional uses at that time when I had been aware when starting the bed and breakfast 7 years before that these types of events would not be permitted under the ordinance. The answer is event more pertinent now, and is why I am

regurgitating the sequence of events again for this re-consideration, and that was/is that it is increasingly financially inefficient to run a small bed and breakfast as the costs have increased disproportionately to the increased revenue that can be achieved because the competitive tourism market limits rental increases. At that time I particularly mentioned the fact in the previous 3 years we, as well as a couple of other B & Bs had fought a property tax increase by the State Treasury resulting from a reduction in Homestead Exemption due to the fact that a business is operated part of the year out of what is still our primary residence. The result was that some B & Bs are more tax burdened than others, increasing the negative cost/revenue effect disproportionately. But I also presented that merely in principal if we are going to be tax proportionately more as a business then the activities permitted should correspondingly increase. In light of the current economic situation it becomes even more important that businesses be allowed within reason to do whatever they can to survive.

Allowing small events, which typical are not really greater an impact on the surrounding neighbors that a private individual's party might be, seems to be a reasonable way for small businesses to capture revenue with a minimum impact on zoning issues. While many aspects of this idea have been previously expressed in the letters I have written, parts of which the Board might want to consider for adoption, the basic gist of this request is as follows.

I would like to suggest an amendment to the existing ordinance rather than creating a new ordinance that needs to be incorporated into the Master Plan. Unless my understanding of procedure is way off base, this could be added as an article under the ordinance that would read something like : "Agriculturally zoned bed and breakfasts, with a minimum of 5 acres are permitted to host events that are no larger than would be permitted at a personal residence". Under the ordinance article specifying number of rooms being limited to 3 could be added that "agriculturally zoned B & Bs can add an additional rental room for each 5 contiguous acres owned". And to the article specifying food service could be added "any additional meals or food service that owner may want to serve to guests only". For this latter addition I ask you to consider what difference it makes to zoning what time the "breakfast meal" is served and what specific food items are presented. This permits an additional revenue flow potential without increased zoning impact. The actually number for events can be decided by the Board but I would suggest a minimum of 50 be listed as the maximum, and 100 would be more sustainably profitable. Other stipulations can be added such as the event must be catered by another entity, or that all rooms at the inn must be rented by the event, at your discretion. I would hope that adding these amendments would be a much more simple, efficient, and speedy a process than amending the Master Plan; however, if that is the route that must be taken then that is fine.

Another point perhaps argued before , perhaps not, and is why should getting a special use permit, in this case to operate a B & B (which by definition would seem to mean that additional uses are permitted) serve at the same time to take away rights that an individual homeowner has such as hosting parties for friend. So many times I have seen weddings and events of other Peninsula residents, even some benefiting township non-

profits, the size of which have a much greater impact on the surrounding area take place without any difficulty. And yet because we have a special permit for a B & B we are not able to enjoy the same uses for our home. Once when I was doing a brunch for 20 supporters of the symphony I received a number of township phone calls inquiring about the nature of the "event", eventually being okay because it was not for profit. In my opinion whether for profit, for friends, or for non-profit (in other words the why of an occurrence) is not relevant to the zoning issue of impact; and thus an event regardless of purpose should be limited by its impact, with more acreage and space from impacted persons permitting more activity. Thus one additional consideration, that does however add complexity, would be to increase the number of attendees permitted as acreage increases, in a manner similar to the request for additional rooms. So for example with 5 - 15 acres you could permit 50 persons, then with 20 -50 acres 100 people.

Because the negative impact of the economy is happening right now I would ask that the Board expedite the consideration process as much as possible so that we are able to implement the changes in time for this next tourist season starting in May. My sincere thanks for you consideration .

Sincerely,

Cindy Ruzak
1994 Carroll Rd. 231-947-2214

1 of 4

April 10, 2013

Peninsula Twp. Planning Commission
13235 Center Rd.
Traverse City, Mi 49686

Dear Planning Commission Members

As a follow up to the topic brought up at a recent PC meeting concerning the Bed and Breakfast Special Use Permit, with the decision made to begin an evaluation of this ordinance by having preliminary discussion groups with concerned parties, I offer the following for your consideration.

While I intend to participate in person at these discussions I wanted to provide some preliminary points for your consideration in advance along with a bit of history of previous attempts at addressing the subject. In that light I have attached copies of my various letters which in different ways reinforce many of the points made in what follows.

My request and recommendation for the PC and Township board to consider would contain the following four items, all of which I believe should be able to be accommodated in a mere rewording of the language in the SUP by amendment versus a newly constructed ordinance.

- 1) In order to allow additional rooms to be rented on properties with larger acreage, add language so that the current 3 rooms are allowed with 1 acre up to 5 acres, with " an additional room for every additional five acres of contiguous property ". This then fills a gap in ordinance language between the 1 acre B & B SUP and the Chateau Ordinance of 50acre - 10 rooms plus winery plus 7 homesites; and allows such properties better means for financial success.
- 2) Alter the language requiring "owner occupied at all times" so that it provides a more clear definition while adding flexibility to allow such operations to utilize managers when desired to provide different options for successful business plans while not altering the meaningful intent of the requirement for a responsible on site person at all times.

For example it might read as follows. "An owner can be either an individual, an LLC partnership, trust or other such entity as long as the legally responsible entity is represented by being present a majority of the time either in person or by a selected property manager; so that the effect on surrounding properties is no greater than that of a single family residence, and in compliance with all other ordinance restrictions regarding activities". As currently written a literal interpretation could

4/10/13 -2

mean that an owner could not take business during a time when they were merely away on vacation, truly a financial burden by limitation; and one that I would think difficult to enforce if even intended.

- 3) Add language to permit events that are proportionately sized to the available property, so that there is no additional impact on surrounding properties greater than occurs with the rights of individual homeowners, and again keeping within other ordinance restrictions regarding noise , etc.. The most simple version could read “On properties with 5 acres or more events for up to 30 people can be held within the confines of the residence and 50ft outside. With 10 acres or more up to 75 people, and 20 acres or more 100 people. Such events are limited to no more than 10 per year with no more than 3 within one month.”

If it is desired to have more direct input from the zoning administrator you could instead leave the language more vague and subject to a permit process, for example “Events can be held at a qualified B & B with more than 5 acres of land with approval from the township planner” but personally I think it better to have actual written guidelines in the SUP. And then add in a permit approval for only the larger events such as 100 people.

In order to comply with food service standards you could also add restrictions that either the “facility must be approved by the appropriate government entities for public food (and liquor) service; or utilize an outside caterer in possession of such licensing”.

As in the opportunity to have additional rooms being rented with larger acreage, the addition of the ability to do events of moderate and proportional size gives these entities a much better chance for financial survival and success. It provides a greater flexibility to develop unique business plans best suited to the parameters of the individual owners of such establishments. Most importantly it again bridges a gap between uses allowed on different but related ordinances such as the Farm Processing and the Chateau’s under Guest Activity Uses. Giving the ability to bed and breakfasts to do similar events on similar acreage as done under other ordinances would seem to provide a more equitable method toward consistency in zoning.

- 4) Following some of the guidelines in more recent right to farm legislation, allow an agricultural bed and breakfast, such as one typically located on 5 acres or more, to also promote the product grown on their property by allowing them to offer tasting of that produce in conjunction with promotional events. For example, tasting of fermenting grape juice at a Harvest Stomp Party to promote the direct sale of wine grapes to consumers. Or products for sale made by local artisans, whatever works in the owners business paradigm that doesn’t increase impact on surrounding properties in any significant way.

The reasons to consider such changes are many and not limited to what I have written in previous requests and what follows as a recap. Primarily allowing these changes gives the means to these desirable small businesses to be more financially successful by giving them different ways to develop a business model than just the current fairly restricted one. Some owners may choose additional rooms as a means to survive, while others would find events a better option; all depending on the individual skill sets these entrepreneurs possess. This has become even more important to allow due to the effect of changes to our economy the past few years.

In the past few years the property tax burden of these properties has also disproportionately (because only certain uses are affected) increased because of the fact the owners operate an in home business, so it would seem to make sense that since they are being asked to bear a greater tax burden than a single family residence that they be allowed to correspondingly be able to act more in a business like fashion.

Other areas across the state, even nearby Acme and Traverse City, are much less restrictive regarding events and manager occupied properties; so correcting this inequity will allow local B & Bs to be competitive for some very lucrative markets such as weddings. It also will allow better property management and operation in that some owners will find it more efficient to use a professional rather than operate the inn themselves. It also then affirms the right of the owner to use a temporary innkeeper when for example an extended vacation is planned or an extended illness takes owner into a "non occupied" definition, rather than under a strict interpretation having to completely shutdown the operation, usually an option that can not be afforded by such small businesses. While I doubt the zoning administrator would enforce such a penalizing interpretation especially if the owner remained in residence a majority of the time, in fact the potential is nonetheless there and consequently without a clear definition can be subject to discriminatory application. So perhaps it would be better to address what the intent of this decades old provision is and to resolve it in a more clear manner that provides flexibility to property owners while maintaining control of pertinent zoning issues.

Clarifying the definition of owner, and thus providing more operational flexibility to the B & Bs will also allow greater means for estate planning in a more creative way. As an example but certainly not intended to limit the scope, I am personally hoping to continue the Grey Hare Inn operation after my demise by gifting the asset to a non-profit entity such as either the Traverse Symphony or the GT Land Conservancy and set up a trust with a board who will decide management issues. Obviously this might be a bit of an issue if a strict interpretation of "owner occupied at all times" is used.

These changes will provide consistency in the B & B SUP ordinance application so all properties will have similar "rights" rather than selectively "grandfathered" under some flowing interpretation. Although I would suggest that the rights of those already in existence would be allowed to continue as such until a change of

4/10/13
-4

ownership. The changes regarding events, and number of rooms particularly provide a greater zoning consistency not only between entities of a similar nature (such as one B & B to another) but also between land uses; as larger acreage properties would then enjoy similar capabilities to wineries who often have even greater activity impact on neighboring properties even though they are located on less land than some of the B & Bs.

When considering an ability to have events one might also question whether an individual homeowner gives up any rights when a special use permit is granted. By definition a special use would seem to intend to add rather than diminish. As an individual my neighbor can have a party with tent, band and unlimited number of people without question. Yet while not specifically prohibited in the ordinance, similar activity would likely be questioned if at a B & B. In my own experience, at least once or twice several years ago when I had a small event to support a non-profit organization I was questioned but a verbal interpretation (again not specifically stated in the ordinance) was made that it was okay if no profit was being gained. I have heard of other instances where such an event was considered okay because it was held for a friend. However, I would ask that you consider what difference does it make to the underlying principals of zoning purpose what financial arrangement is in place; whether held as a personal party or for profit. Thus, providing a clear definition would lessen the potential for possible interpretive inconsistencies and prejudice.

We would appreciate knowing when the Planning Commission intends to address these issues. Thank you for your consideration.

Sincerely, Cindy and Jay Ruzak
1994 Carroll Rd., TC 49686
231-947-2214

Cc: Rob Manigold/ Township Board

10/2

May 16, 2013

Gordy Uecker
Peninsula Twp. Zoning Administrator
13235 Center Rd.
Traverse City, Mi 49685

In conjunction with my letter to the Planning Commission dated April 10, 2013 requesting an evaluation of the Bed and Breakfast Special Use Permit, I am also requesting an interpretation of certain areas of the current ordinance. This would assist in further clarifying for all concerned the present interpretation from which then it could be most efficiently determined if any agreed upon changes to the ordinance need to be made.

Specifically I am referring to the definition of the term "owner occupied", and the interpretation of acceptable accessory uses in relation to a bed and breakfast. Can you provide an understanding of the intent or underlying purpose to the "owner occupied"; is it as I have presumed to assure a person of responsibility is on site? Can an "owner" be defined as a trust, or an LLC or other such corporate entity? Can an owner as an individual, a trust, or other then designate an responsible party to be their managing representative? For example can an owner, once a definition is clarified/expanded, hire a manager either part time as a substitute when the owner is on vacation, or for lengthier periods of absence, and if so for how long?

As far as acceptable accessory uses can you provide examples, or comment on the following uses that in my experience seem to be fairly widespread accessory uses of bed and breakfasts. Providing additional food experiences to the breakfast such as hors d'oeuvres, wine or afternoon tea tastings, box lunches, romantic dinners to guests, sampling of products made by the owner, room turndown treat at night on the pillow. Providing services, including but not limited to food, to small social gatherings such as family reunions, bridal parties and weddings, agriculture celebratory harvest stomps, or corporate team building retreats that may include a few more guests than just those staying at the inn. Such social gatherings typically might number 20-30 people but even slightly larger ones of 50 - 75 (depending on the acreage surrounding a particular bed and breakfast) remain small enough that their negative influence on surrounding property owners is no more than that of a private residence.

That such activities are fairly common place can be easily verified by a simple perusing of individual B & B websites, or even more efficiently one can look at the Michigan B & B Association's site (www.laketolake.com) and select such activities to search for inns that provide them. A recent search for just the wedding location option revealed over 50 properties that provide such an activity. Locally one could consider Country Hermitage in Acme, the Wellington Inn in Traverse City, and on our own peninsula Neahtawanta and Old Mission Inn.

5/16/13
2

Another seemingly reasonable accessory use is the ability to do promotional events with the general public being invited in order to impact future business. These events might be in conjunction with other nearby inns, or done by an individual property. Examples of this might be an Easter Egg Hunt, Ice Cream Social, Bed and Breakfast Home Tour or Open House with maybe a progressive hors d'oeuvres paired with local wine at each facility, or a Celebrate the Harvest Fall Event with different activities at each inn.

Additionally most bed and breakfasts offer certain related retail products such as mugs, jams, books, robes, t-shirts, logo emblazed water bottles and the like, so permitting a small retail area would seem to also be a reasonably acceptable accessory use.

Thank you in advance for your consideration.

Sincerely, Cindy & Jay Ruzak
1994 Carroll Rd.
231-947-2214

Cc: Michelle Reardon, Twp Planner
Keith Leak, PC Chair

February 1, 2014

Michelle Reardon/ Members of PC Work Sessions
Peninsula Township Planner
13235 Center Rd.
Traverse City, Mi 49685

Dear Michelle, Elise, and PC Members:

Just to formally follow-up from last week's work session on a few remaining concerns regarding the proposed changes to the Bed and Breakfast ordinances, the following is offered.

As I mentioned at the most recent planning committee work session, I have some concern with the words *in Section 8.7.3 (6) b15* in that there is the potential of restricting activity that might not even be taking place on the Peninsula. For example, I do offer a boat and breakfast option through a separate but related to Grey Hare Inn entity but those accommodations occur in Elmwood Township on Leelanau. So perhaps the intent of this portion of the ordinance might more accurately be reflected *adding the words "and on or adjacent to the site" after the existing "in conjunction"*.

In "16" I would suggest rather than using the word "meals" which technically could limit the extra food amenities to only full meals rather than what I believe is intended to allow such things as "turndown treat" or "hors d'oeuvres" or "teatime sandwiches", "to go lunch boxes" as we have discussed in previous sessions; that it more accurately expressed if it was written as "additional food and beverages other than just breakfast can be served to registered guests only" or "In addition to breakfast, other meals, and additional food and beverage amenities can be provided to registered guests only".

In "17" if I am remembering the conversation correctly the recommendation was to add the qualifying adjective of "outdoor" to "i". However, that might technically then be interpreted either that no indoor events are allowed or that the limit might only apply to outdoor events (depending on whether the interpreter follows the convention of only what is in the ordinance is permitted to be done, or the alternate if it isn't written or restricted then it is okay to do). So just leaving it as "events" only might be preferred if that is what is intended.

The same concern occurs in "iii" (and indeed that might have been where the suggestion of outdoor was to be added) where "events must take place between 6:30p and 9:30p". Someone mentioned what if someone was inside playing bridge could they not go continue, so I think the "outdoor" was an attempt to clarify. However, why have the time restriction so specific, which precludes something in the morning or afternoon, like teas or lunches. Perhaps it could more accurately reflect the sentiment of the PC committee and yourself by *stating "any events occurring outdoors after 6p, must to end by 9:30p"*

In addition to amplified music I would also suggest *adding "nor any activity where the volume of sound is greater than that typical of a traditional residence's activity"*. Not likely but technically someone could have a "turkey shoot", which would be quite a bit more disturbing

2/1/14
2

than music, and as we have discussed in a different context apparently our noise ordinance is not strict enough to enforce gunfire.

With these clarifications, the changes being proposed are definitely a step in the right direction; however, I would like to take the opportunity to mention that this changes could also have unintended consequences of restricting other activities that are the right of an individual to utilize their own home. While I understand the difficulty in, and heard an expressed reluctance to, define the word "event", I believe it is crucial to an equitable enforcement of any event zoning. Or at minimum to include a statement that "activities which are similar to that of a single family residence are not included in this definition" or that "activities typical of a residence are excluded from consideration as "events".

Bed and breakfasts are a bit unique from a traditional business paradigm in that the property thus used is also someone's home, with that inherent right to peaceful enjoyment. So if someone has a group of people invited to their home who are not "guests" of the inn, especially when their activities take place completely within the structure of the home, then the impact of those activities is negligible on the surrounding property owners rights and should thus not be restricted. As an example if I host a party for the Traverse Symphony Orchestra Business Partners as a member of that organization's board, it is a private party; yet because of the intertwining of the activities of a bed and breakfast as a business owner and those of an involved private citizen, a clear delineation of any specific permitted event is difficult to determine.

So I would recommend taking a stab at a definition of when does an activity (aka acceptable accessory use) become an event so that individual property owners rights are not compromised. On that note *I would offer the following for consideration: "An "event" occurs when either breadth (or scope or impact or similar word) of an activity exceeds acceptable (or "customary" or "regular") levels under a specific zoning or use permit describing (defining) those activities."*

Thus activities that guests would normally be doing at a bed and breakfast would not be considered an event per se. For example, a group of quilters gets together at the inn to do a quilting class, or a family has a reunion and merely brings coolers of soft drinks and chips or has hot dogs provided by the inn, or a group of women is celebrating someone's 21st birthday with wine tasting at nearby wineries. So perhaps these could be listed in the rewriting ordinance as "acceptable registered guest activities", whereas an "event" would happen when all the bed and breakfasts have an open house progressive hors d'oeuvres or mystery dinner. In this true event scenario the activities taking place are no greater an impact than what takes place at the bed and breakfasts daily but the scope has increased as the definition of guest gets expanded to those at another inn.

Another example of a "change- in- breath- of- definition event" would actually be if more than just the guests of the inn were allowed to partake in the same activity with the existing guests, such as could happen with a post wedding brunch which might include only 25 people as family members of the registered guests; but again with no impact greater than that which can be accommodated in the square footage of a single family residence.

Defining events in this manner avoids the possibility of trying to legislate what kind of activities are permitted by individuals who are renting rooms at a bed and breakfast to do; which is probably similar to the legal principal (perhaps under rental tenant law) of an individual

2/1/14

property owner's right to enjoyment; and I would suspect equally as difficult to monitor and enforce. As is now being suggested, the wording of defining "events shall be for registered guests only" automatically implies that such restriction is exactly what is intended. Rethinking the basis of what specifically is the defining activity of the word "event" might help to determine what qualities of such event like activities are necessary to control as they more directly relate to the underlying zoning purpose of protecting neighboring properties from the activities, rather than what activities are permitted within the privacy of a residence or other special use.

Perhaps it then might be more *productive to include something like "registered guest activities are permitted as long as they do not have greater impact than that of a single family residence, and comply with all zoning requirements (such as noise)"*. Then describe events as suggested above as beyond the scope of regular acceptable guest activities, and continue with the qualifications that have a more likely potential for negative impact on surrounding properties. These would then include the number of events allowed, if in the evening and outdoors they must end by 9:30p (although that time might be better if it agreed with the noise ordinance – which as we have talked about in another conversation needs to be clarified), and monthly reporting

One additional benefit to utilizing such a change in breadth or scope definition as . *"An "event" occurs when either breadth (or scope or impact or similar word) of an activity exceeds acceptable (or "customary" or "regular") levels under a specific zoning or use permit describing (defining) those activities."* is that it can be applied to other situations under different use permits or zoning. For example, this could be applied when the Lighthouse holds a Sleigh Ride event (such as the one upcoming on Feb. 15) or a wedding there or at the Dougherty House. In the case of the Lighthouse the regular use provides tours, so providing space for a wedding or holding a special event increases the breath of the permitted activities beyond the norm and thus would require permission for an event. This definition could help eliminate a potentially perceived inconsistency in zoning application between different entities when it comes to events.

And finally as Chuck Goodman and I have frequently stated, the intended impact of a bed and breakfast to be no greater than that of a single family residence can be maintained without the requirement of the owner's physical presence at all times. *Section 3.2 Definition* literally interpreted means an owner would have to completely shut down even to take a few days off for vacation, a financial hardship versus the option of having a temporary innkeeper as is a very accepted industry practice. So *using either a term of "primarily owner occupied with substantial owner management" or something similar* might give some reasonable latitude that as long as there is an intent to return to the dwelling then the property is indeed owner occupied. And if additional meals are going to be allowed then the part about "no extra cost" might need to be changed as well because not all guests are going to want additional services. Also, as such costs can be included in room rates, which aren't something that can be legislated I've often wondered why that was in the description in the first place, but if still desired this would be more accurately reflected as either "no separately charged additional cost".

While all of these clarifications, recodifications, and potential changes are being considered; and will likely take quite some time to implement if acceptable to the Town Board, I also want to take this opportunity to again request a clarification of what "acceptable accessory

4/1/14

uses" are currently permitted under the bed and breakfast special use permit; as initially requested in my letter dated February 6, 2014.

As always thank you for your consideration. Sincerely, Cindy Ruzak

February 6, 2014

Michelle Reardon
Peninsula Twp Planner
13235 Center Rd.
Traverse City, Mi 49685

Dear Michelle,

I am asking for written clarification under the bed and breakfast special use permit exactly what activities would be considered under the current ordinance as “acceptable accessory uses”. While not intending to be all inclusive of possible uses, which of the following list of specific activities, many of which are done by bed and breakfasts elsewhere, can be determined to be an acceptable accessory use in keeping with the intent or mission of our zoning guidelines?

Food Service amenities – in addition to breakfast other meals or amenities

- Pre breakfast rolls and coffee set out, or mid morning tea
- Hors d’oeuvres in the late afternoon
- A glass of local wine
- Room turndown treat – such as cherry oatmeal cookie or fudge
- To-Go picnic lunches
- Additional meals (such as patio lunches –aka late breakfast, or romantic dinners by a fireplace)

Additional services – acting as a local winery tour guide, taking someone sailing, offering classes whether cooking styles by the innkeeper or outside chef, or any kind of arts and craft or even local history presentations made by others to attract guests to the bed and breakfast.

Selling commodities such as caps, t-shirts, cookbooks, products made from local agricultural produce, and even selling eggs and vegetables or fruits themselves (while some inns might be considered covered in this aspect under a broad agricultural farm market type definition, it might be beneficial to let any such inn help promote local and thus maybe nice to have it clarified under an accessory use as well). In my particular case this might include wine made from our grapes once an appropriate state license was obtained to do so.

Agricultural promotional activities – small promotional gatherings that might be done individually by inns or together as a group to highlight the amenities that each of the inns

offer. For example progressive holiday dinners, ice cream socials, participation in winery events by offering an activity or food sampling, grape harvest stomp parties, partnership with wineries and restaurants to do local wine dinners at inns, sleigh rides or cross country skiing gatherings.

To clarify, as an example, a Grape Harvest Stomp party offers attendees the opportunity to hand pick grapes, then crush grapes with their feet in a vat, followed by tasting the wine made from the inn's grapes at Peninsula Cellars paired with minor food selections. Since selling grapes has become a break even proposition at best without selling wine, this kind of activity allows us an opportunity to market the grapes with value added by the stomp activity.

Small private social gatherings –

- 5-10 people indoors or outdoors, guests of the inn having a few friends over to socialize
- 10-20 people for a small garden wedding or family reunion or business team building seminar
- 20-50 people for a small garden wedding, family reunion, etc.
- 50- 100 people for a tented event

In each of these social gathering definitions one could also add the additional clarifying classifications of “food and beverage brought by guest with only a facility use/cleanup fee charged” or “food and beverage provided by licensed caterer, with inn charging a facility use fee or including that cost in the room rate” or “food and beverage provided by inn”. This creates in essence a total of 12 possible individual requests for clarification of permitted accessory use; any number of which may or may not be considered acceptable, but I thought this an easier way to express the request than listing all 12 levels of determining acceptability.

As we discussed recently, perhaps pertinent to the determination of the exact status of a bed and breakfast along the slope between residence with a special use permit to a commercial entity, with then a hopefully relevant correlation of permitted activities; is the consideration of the fact that a bed and breakfast is taxed at a higher than residential rate due to the reduction in homestead exemption that was initially imposed a few years ago in a reinterpretation of law by the State Treasury, and then formalized in a law I helped write.

Allowing bed and breakfast facilities many of these acceptable accessory uses, that are so often done in inns elsewhere, would offer equitable opportunities to use their properties in manners similar to Old Mission wineries and our own township park facilities (most current example being the Feb 22 Sleigh Ride event at the Lighthouse with hot chocolate) to facilitate their financial success.

In one final, not completely unrelated but a bit separate, comment as you and the Committee begin the process of evaluating revision of the ordinance as it pertains to bed and breakfasts I do think it might be beneficial to in some way differentiate (whether by separate ordinance or acreage defining comments within the same ordinance or special use) between inns that are in an agricultural zone versus residential. As I have suggested

2/6/14
-3

before this could most simply be added into the existing ordinance of 3 rooms being permitted on 1 acre or more by adding that for each additional 5 acres of land over the first 5 an additional room could be rented at the inn. At that point I would think one could also add something like "on properties of over 5 acres additional amenities and activities can be provided as follows" then listing the acceptable uses. Or one could make the cutoff 10 acres, or stage the activities permitted at 5 then 10 then 20 acres, etc.; which when added to a written clarification of what is permitted on the current 1 acre ordinance would then fill in some zoning gaps nicely.

Thank you for your consideration.

Sincerely,

Cindy Ruzak
Grey Hare Inn Vineyard B & B
1994 Carroll Rd.
231-947-2214

February 6, 2014

Michelle Reardon
Peninsula Twp Planner
13235 Center Rd.
Traverse City, Mi 49685

Dear Michelle,

I am asking for written clarification in regard to the definition of "owner occupied" under the bed and breakfast special use portion of the ordinance. Which classifications of legal ownership are acceptable in addition to our current one of sole proprietor; trust, LLC, partnership and are there any specific requirements from the township that need to be addressed?

My primary intent is to provide for the existence and continued operation of the bed and breakfast after Jay's and my demise; however, I would also like to consider the possibility that we may need to set up this arrangement prior to that time if we became physically unable to operate the inn on our own. We would like to set up some sort of trust (again if other options are acceptable and under what conditions please advise that as well) that would select a managing partner/trustee to actually operate the inn. We would then include in that trust a method of succession to later replace the persons selected to operate the inn.

It is likely that the actual physical assets of the trust might be willed to a non-profit organization such as the Grand Traverse Land Conservancy (although it might be a different entity), with the business itself set up as a different trust so that the income of that trust goes to the operating trustee, but the asset remains intact. But again your input from a township zoning perspective will be appreciated.

While there is no immediate pressing need on this in case you need some time to review the request with the township attorney; I would like to try to get an answer in the next month or so, so that I can then advise our estate attorney so he can begin setting this up before our summer busy season hits.

Thanks for your assistance.

Sincerely,
Cindy Ruzak, P.O. Box 1535, TC 49685

July 8, 2014

Michelle Reardon, Planner
Planning Commission, & Town Board Members
13235 Center Rd.
Traverse City, Mi 49686

In response to the comments made by Planning Commission members at their June 16th meeting, the following thoughts are offered for their and the town board's consideration.

First of all Chair Lanny's comment that the bed and breakfasts do not provide a community benefit like the wineries displays a somewhat narrowly focused understanding of the dynamics of what is commonly referred to as the "agritourism experience". It is not just the wineries that contribute to the industry that then provides the incentive to preserve land for agricultural use, but rather all of the entities together (the roadside farm markets, the antique stores, the restaurants and especially the fruit growers who provide wineries with fruit, who may not have a winery themselves) who create the ambiance that brings the tourists. Without the tourists a fruit processing industry could exist but not in as successful a manner as it now does.

And while I believe he may have specifically in the context of the discussion been referring to the individual issue of preservation of the rural character through open land even though the actual statement was that the bed and breakfasts do not provide any community benefit, the comment is still unwarranted and one to which I particularly object. In a philosophical discussion regarding the benefit of a residential bed and breakfast as literally written the statement may have some merit, but in the reality of the industry as it exists on Old Mission any relevancy is lost.

As one of only two remaining full time true bed and breakfast on the Peninsula (others being either a grandfathered hotel or a non-conforming use, with Tesoro now only open part time on weekends, and Bowers Harbor B & B and Petals and Pines closed) the Grey Hare Inn has 7 acres in fruit production and 10 acres in the PDR program. Chuck Goodman's property similarly has been preserved, so I would imagine he might take a similar objection to this comment as I do. Old Mission Inn while technically a hotel also has 11 acres of land much of which is under fruit production.

One of the commission members, I believe Cristin, responded to the Chair's comment by mentioning that the B & Bs do indeed contribute to the community through higher taxes, which was summarily dismissed by the Chair as unimportant. So I would like to state that it is a pretty significant issue to those of us who have to pay those increased taxes, and this kind of comment displays a bit of an arrogant detachment from the reality of the situation.

Admittedly the connection between wineries and rural preservation is more of an easily perceived one because of the directness of the land connection; however, I think it a reasonable expectation that members of a Planning Commission would have the ability to perceive a broader understanding as well as an appreciation for what is actually taking place. All of the 3 traditionally defined B & Bs (Tesoro, Grey Hare and Overlook) exist on agricultural zoned land and thus contribute more directly to the rural preservation than possibly a B & B in a residential zone would but the

1/8/2017
2

comment was not made with a clear reference to a theoretical definition but rather as a statement of fact; again apparently unaware of the actual nature of the existing B & Bs.

A few more specific responses to some of the issues raised in the discussion about additional rooms are the focus on some of the language related to B & Bs that a section (I believe p 124 sec 6b15) if literally interpreted was that you could not add rooms to an existing structure if it substantially altered the parameters of the property could then be interpreted that no existing B & B could benefit from a change in the ordinance. Rather only new construction would qualify even though another part of that ordinance says the structure has to be already existing thus seems contradictory.

An actual discussion about what is an acceptable accessory use under the bed and breakfast ordinance seemed to be partially considered, but without any final resolution, during the larger discussion of events. As was mentioned B & Bs often offer packages including other amenities that under a strict interpretation of the ordinance as written might not be permitted and thus overly restricting the ability to market one's business. As I have mentioned before the tourist accommodation business is very competitive and zoning needs to allow activities that are necessary for success as long as they do not negatively influence neighboring properties, such as putting cherry oatmeal cookies (thus promoting local agricultural produce) on the bed as a turndown treat.

In a similar manner the planning commission seems to have a narrow definition and focus on what constitutes necessary agricultural activities as the concept seems directly geared toward growing and processing with little consideration of the marketing retail aspect necessary. Historically agriculture has indeed been focused on growing and processing, the recent trend has been more toward value added activities to provide additional revenue necessary for survival in this type of business. Thus we see inventive creative ideas such as petting zoos, CSAs to deliver food directly usually at a higher profit to the farmer, harvest events and others. Numerous articles have been published on the subject and the same is true of the tourist accommodations industry.

In my particular case the cost line of grape growing crossed over the revenue line generated from merely selling grapes several years ago, so it is imperative that different value added means be permitted if not encouraged by our zoning. Thus we use an annual "Harvest Stomp" to reduce the cost of labor to hand pick the grapes by using people that do not have to be paid, but instead pay us for the opportunity to experience a grape harvest. Not allowing such "events" would severely restrict our flexibility to operate our business profitably which then promotes further preservation of land. In fact restricting entities such as B & Bs can actually further promote a decline in rural preservation because if not successful then other options such as multi property development need to be given greater consideration.

I appreciate the efforts that some of the Commission members are making to grapple with the specifics of how to delineate acceptable uses or events so that they might be able to help promote the goals of rural preservation; and as was mentioned perhaps the ultimate solution is to have a tiered B & B ordinance much like is being done in the more transparently understandable areas of growing and processing activities. The current restrictive literal interpretation could still be applied to a one acre residential property, but then a separate "agricultural tier" could be designated with a few more activities allowed.

Tom's position that no events at all regardless of size or type, to avoid heading down some perception of a "slippery slope", cause concern in that such simplicity can result in rather myopic

7/8/2014
3

applications with unintended consequences. And using only one's own experience at a B & B (that what was provided was breakfast and a place to read with no events) seems a bit arrogantly presumptive in perception since it is likely that the B & Bs visited do indeed provide more activities and amenities just not while he happened to be there (most would not impose an event on another non event related guest, instead requiring the entire inn be reserved for the social gathering). During one of the recent meetings Penny mentioned that she felt it would be desirable to have more bed and breakfasts on Old Mission, but I think this unlikely given the current restrictive atmosphere. So if a Peninsula filled with wealthy retirees and processing plants, without a variety of alternate agritourism experiences is what the goal of the PC is then this attitude is definitely beneficial to head in that direction. A more productive compromising flexible interpretation was provided in some of Cristin and others' comments toward greater consideration of what the actual effect on neighboring properties is on any given activity.

As I understood the ending comments the staff was to come back with a better definition of standards regarding acreage and setbacks, perhaps with a grower bonus regarding rooms, but that there was not consensus regarding activities. So I am still unclear if the PC is going to more clearly define acceptable accessory uses in connection with social gatherings and events. Or as I believe I heard that the SUP process is sufficient to allow the Planner and assistant to determine which activities are permitted. I had asked the PC to consider the list of activities in my February letter to Michelle, but did not hear a discussion about that during the meeting. So perhaps this is going to be a topic for discussion at the Work Session on July 9th? Or was the default position of the PC that the Planner will be responsible to decide whether each activity is an "acceptable accessory use" or not? If the latter is the situation then I revert back to my initial request of Michelle on each item request to give me a determination of its propriety.

Again my sincere appreciation for many of the members attempts to resolve some of the inconsistencies in our ordinance, and their dedication to the effort at hand; however, some comments exhibit an isolation from the reality of the operating a business under the Township's zoning if not an outright insensitivity.

Thank you for your consideration of these comments. Cindy Ruzak

January 1, 2015

Peninsula Township Planning Commission/Town Board
13235 Center Rd.
Traverse City, MI 49686

Dear Committee and Board Members,

While I am in complete support of Bowers Harbor Vineyard's request to be allowed to continue to operate year round there are a few issues that this situation provokes that I consider important to be included in the discussion and decision making process.

Having creative wine related events such as Bowers Harbor's *Dining in the Vines*, and especially off season activities such as Wineries' Winter's Warmups and *Romancing the Reislung*, and the Sunday snowshoe treks from Brys Estate to Bowers Harbor with the TC Brew Bus, plus activities like Chateau Chantal's cooking classes and dinners; help all of the agri-tourism related businesses succeed. We are able to use these events in packages to entice guests to our bed and breakfast, giving them yet another reason to travel to the area; and this is especially important during the off season winter months. So the more we can encourage businesses to stay open during the winter the greater likelihood of providing much needed off season revenue to those providing accommodations as well as to restaurants, who then have more reason to stay open year round to service the local residents. It is all about interconnected relationships.

However, if I am understanding the situation correctly that there is a letter included with the original SUP for Bowers Harbor Fruit Stand that the operation would be "seasonal", thus conflicting with the actual year round operation for close to 20 years and necessitating the current discussion; it would seem that most of the manners of resolution produce contradictions of zoning enforcement or application. While restricting the operation to the originally agreed upon seasonal terms would be the most strict and probably technically correct enforcement, it seems a bit extreme considering the lack of enforcement for 20 years. On the other hand allowing Bowers Harbor to remain open, while desirable, could inadvertently create what could be termed a "grandfathered violation exemption" that could then be used as a defense for other persons future violations.

Considering a compromise to allow the operation to continue year round until the appropriate zoning can be rewritten in some fashion to allow the year round operation seems the most reasonable option; but if proposed then I would suggest that a broader application of such a decision to other entities would be as well a justifiable outcome. Allowing Bowers Harbor to continue to be able to provide the same activity of wine tasting (an activity that is one of the basic understood/acceptable use/function of a winery by definition) that is being provided by

2/1/15 - 2

other wine tasting rooms in the same manner during whatever time of year the winery wants to offer that activity seems virtually essential to avoid micromanaging how different entities operate their own business to parameters they find most fit their own business paradigm. Applying a broader less restrictive interpretation thus avoids inequitable zoning enforcement, and even potential restraint of trade issues.

While I have heard of other examples of businesses who might have requested a change to the means by which they operate on Peninsula Twp., sometimes simply to for example sell carbonated water rather than just flat, I will leave it to those entities to raise their own issues. But generally if a compromise is reached to allow Bowers Harbor to continue, should these others then not be able to continue selling what they would like with the justification that other similar businesses do as much; all reasonable as long as a broad and flexible interpretation is equitably applied to all. Such flexibility seems to have occurred several years ago when new state law permitted wineries to begin selling glasses of wine as long as they also provided food, something which had not been included in the local zoning and which I believe still has not been formally changed and yet the activity occurs.

As another example, and truthfully the reason I am writing about these points for the Planning Commission and Town Board to consider on a broader basis than just the issue at hand, the following is offered. For the past 1 1/2 to 2 years the Planning Commission has been holding sub-committee meetings to revise the Bed and Breakfast Ordinance to allow what many in the industry consider to be "acceptable accessory uses" such as providing additional amenities (many of which are included as packages to be able to offer marketing enticement to compete in the hospitality industry of accommodations), and small events that are actually more accurately defined as typical guest activities. I understand the traditional desire to keep zoning wording vague to allow flexibility in interpretation but that also creates pitfalls that make consistency of application difficult. Without the changes being requested, and using a very strict literal interpretation of the written B & B section the potential exists to dis-allow even mentioning other nearby activities as a package, something that is a highly acceptable tourism practice.

Most importantly the proposed B & B changes would also accommodate/correct a gap in the zoning ordinance for land use between the 1 acre bed and breakfast ordinance and the 50 acre Chateau Ordinance in concern to tourist accommodations. In the same spirit of reasonable/less strict zoning interpretation in favor of good spirited and larger goal common sense, should not these businesses be allowed to do the activities desired until the suggested changes have been adopted? Do not these issues and businesses deserve the same immediacy of consideration that is being afforded to Bowers Harbor?

I myself have tried 5 different times in various formats over 17 years to get these relatively basic, and fairly universally accepted, industry practices incorporated into our ordinance; at each time experiencing a dropping of the issue via means such as "this will have to wait to be part of the Master Plan once" or "we have to start with this committee", then a different way through zoning board of appeals that was shut off by limitation of topics to exclude use issues. Once again I now understand that the changes suggested by the committee to the full PC several months ago, are being proposed for a Planning Commission Public Hearing in February, 2016 and then on to the Town Board for consideration. I have been told by the Planner that some

4/1/15

members of the Town Board have had some issues with some of the language and have given that back to the PC, who reportedly then felt the wording was fine as is. However, since I have not been given any specifics yet that can be addressed, I can only wait and hope that this time the request will be given substantive and rightful consideration in an expeditious manner.

So I encourage you to allow Bowers Harbor to remain open as the best thing for our community, but I also feel it only equitable to extend that decision to others who have been waiting for the process to resolve inequalities of activities permitted in other arenas such as tourist accommodations. Inequalities that have been created by a system of zoning ordinance development in piecemeal response to individual use demands, coupled with sporadic grandfathering, so that entities performing a similar function have a wide variety of acceptable uses/activities without apparent logical inter-connection.

Of the bed and breakfast style establishments (which in actual functional practice include the chateaux), all but two (the Grey Hare Inn, and Overlook Inn) are operated under other than the standard bed and breakfast ordinance; creating a situation that, without the zoning bridges created by the proposed revisions, restricts fair competition. As an overview of this variation when just considering the activity itself of providing accommodations; chateaux wine related activities and events such as classes and dinners offer the establishments a manner to solicit business for the inn portion, while "grandfathered" inns are able to offer more than 3 rooms even when on smaller land parcels than the two operating B & Bs, as well as also being able to do different configurations of events or conventions, classes, and food service.

In a similar manner restricting Bowers Harbor to certain times of operation while not doing the same with others providing the same activity seems unnecessary. All businesses providing a similar activity should be given equal ability by zoning, within its defined restrictions and purpose of regulating impact, to conduct their businesses in as similar manner as they desire!

As always, thank you for your consideration.

Cindy Ruzak
1994 Carroll Rd. 231-947-2214

To: Peninsula Township Planner and Planning Commission Members
Date: November 16, 2015
From: Cindy Ruzak, 1994 Carroll Rd./Grey Hare Inn 231-409-0949

I commend the Planning Commission work session persons and the Township planner for the efforts to develop more specific guidelines for bed and breakfast establishments to assist in maintaining the rural character of our township while allowing greater flexibility to those establishments in their business paradigm for success. I thus encourage the Planning Commission to recommend these changes to the Township Board for approval as an excellent first step in adjusting our zoning ordinance to better comply with the needs of these establishments toward sustainability.

Allowing additional rooms on properties with greater acreage, while increasing the minimum parcel size on which these operations are located, serves to better create an ordinance that promotes land preservation by allowing the economy/efficiency of greater size. As far as amenities allowed, the hospitality industry has become even more competitive over the past 20 years since this part of the ordinance was originally written. The traveling public increasingly demands even more services to be included in their accommodation packages. In order to compete in this industry one must offer much more than just coffee and a donut, and about 12 years ago the Township Planning Commission and Board acknowledged that fact by altering the language in the ordinance that allowed cooking a breakfast rather than just pre-packaged baked goods. Similarly additional offerings are now a necessity, requiring alteration of the ordinance.

Prior to the recommendation to the Township Board there is one small language change that I believe to be crucial to the intent of this change. In section 3.2 Definitions, the current revision has left in the phrase “at no extra cost”; which was appropriate when defining the fact that breakfast was included but now that additional items can be offered is now more prohibitive than beneficial. In the study sessions the intent was to give these establishments the ability to offer additional foods other than breakfast so that inclusive packages of amenities can be created to attract business, but also to provide other means of revenue generation within the parameters of the standard operation of the B & B that do not negatively change the impact on neighboring properties.

The phrase of “at no cost” just simply needs to be removed as it is no longer pertinent to the definition; but at least perhaps changing it to “at an included cost” if needed at all. Typically when a package of amenities is offered such as a “romantic getaway including a bottle of wine, flowers, chocolate covered strawberries” or similar there is an additional per person charge over and above the cost of the room. Also, if as I believe the intent of the change is to allow additional services such as “to go picnic lunches” or even gatherings at multiple B & Bs with progressive food items to guests only as could happen in a “murder mystery dinner” then those also would need to have additional costs passed on to the guest.

In regard to the guest activity or “event” section I would suggest a few more clarifications may need to be made and defined to allow this section to be more relevant to what is the reality of hospitality industry application. Leaving it as is can certainly be recommended as a terrific start to accepting that small guest only events, whether indoor or out,

11/16/11

can take place. However, as I mentioned in previous communications I believe a more accurate definition of an "event", requiring township approval, is something which involves activities that are beyond the scope and breadth of regular activities for that establishment rather than what are regular acceptable accessory uses.

For example, a group of women doing a "girls getaway", or a "mutual birthday celebration" who have a cake or pizza shared on the patio is more within the definition of regular activities that guests have access to doing when staying at an inn rather than an "event". Generally this is why a true "event" really involves the case where other than just guests are involved, and where all of these reporting conditions and restrictions would traditionally be required. However, again it is at least a step in the right direction so overall I would ask that the Planning Commission recommend its inclusion to the ordinance.

One suggested alternate change might be to refer to these as "allowed guest activities" that are guest only and if all activities are contained within the structure or immediate outside areas such as a patio do not require township approval. If activities are outdoors beyond the immediate residence environs, or there are an additional number of attendees not exceeding some acceptable number and level of activity then the listed restrictions as listed would need to be met.

This acceptable number and level then needs to be determined by the Planning Commission, and I have previously submitted a list of examples that could be used to draw that proverbial line. Perhaps a number as small as twice the number of guests could be chosen, which would thus permit very small true "events" that are minimally intrusive on neighboring properties. These then would be the "events" that would necessitate the recommended restrictions when done outside. At the same time this would clarify and allow what are normal acceptable accessory uses. Asking to report advance notice of what are by common definition "guest activities" rather than "events" might also be construed as either a restriction of regular business activity or even invasion of a guest's privacy to use a rented property as they wish to do; and while I have no legal background my industry has indicated that there are indeed such laws that define that rental use. So that defining and limiting such regular activities might inadvertently create a legal conflict.

Once it is accepted that the process of guests consuming food and utilizing a bed and breakfast's property for regular social activities such as talking is **the activity** being considered for definition and regulation by zoning, rather than the underlying purpose for the activity (a birthday, family reunion, or wedding); it seems a logical extension that the **conditions that would require regulation would only be a surpassing of that activity in scope rather than separation by purpose**. In a similar manner at the wineries tasting and food consumption is permitted regardless of whether it is carloads of individuals or a busload of women celebrating a bridal shower. The activity and the impact on the neighboring properties is the same. Events occur when the scope of regular activity could potentially be exceeded in volume by promoting special events such as the "Mac N Cheese". Thus in a bed and breakfast business "guest activities" can become acceptable accessory uses, but that same activity with increased numbers of people becomes an event.

Thank you for your consideration.

Peninsula Township Invoice Approval Report

VENDOR	DESCRIPTION/DISTRIBUTION	AMOUNT
ACENTEK	OFFICE FD AND LH PHONES	\$566.98
	206-000-850.000	58.73
	101-253-850.000	40.79
	206-000-850.000	36.35
	206-000-850.000	40.61
	101-173-850.000	37.95
	101-209-850.000	58.14
	101-400-850.000	54.87
	101-420-850.000	40.59
	101-191-850.000	30.12
	101-215-850.000	30.12
	101-173-850.000	53.29
	101-173-850.000	48.38
	508-000-850.000	35.94
	101-173-850.000	1.10
ACENTEK	LH INTERNET	\$52.49
	508-000-850.000	52.49
ADVANTAGE ELECTRIC	2 4-LAMP T8 BALLAST	\$280.26
	206-000-933.000	280.26
ARTS AUTO ELECTRIC	BATTERY	\$96.68
	206-000-939.000	96.68
AVERY MARY	MILEAGE	\$312.12
	101-253-870.000	312.12
CAPITAL ONE COMMERICAL	WASHER AND DRYER	\$877.94
	206-000-930.000	877.94
CHEMICAL CONTROL COMPANY, INC	BUG SPRAY	\$230.00
	101-265-818.000	230.00
CLUFF WELL DRILLING COMPANY	FD WELL	\$804.55
	206-000-930.000	804.55
CONSUMERS ENERGY	FD2 STREET LIGHT	\$13.04
	206-000-926.000	13.04
CONSUMERS ENERGY	JUNE 2016 4016 SWANEY RD STREET LIGHT	\$19.08
	208-751-926.000	19.08
CONSUMERS ENERGY	JUNE 2016 TOWNHALL STREETLIGHT	\$26.07
	101-265-926.000	26.07
CONSUMERS ENERGY	JUNE 2016 BHP STREET LIGHT	\$21.63
	208-751-926.000	21.63

VENDOR	DESCRIPTION/DISTRIBUTION	AMOUNT
CONSUMERS ENERGY	JUNE 2016 STREET LIGHTS	\$345.40
	101-000-226.010	10.44
	101-265-926.000	17.60
	101-265-926.000	28.56
	101-000-226.000	14.28
	101-000-226.075	18.85
	206-000-926.000	10.03
	101-265-926.000	10.03
	208-751-926.000	40.11
	101-000-226.030	10.03
	101-000-226.040	10.03
	101-000-226.060	140.39
	101-000-226.070	10.03
	206-000-926.000	12.52
	101-265-926.000	12.50
COPY SHOP THE	3000 ENVELOPES	\$187.50
	101-225-726.000	187.50
CRYSTAL FLASH PETROLEUM	335.1 GALS DIESEL	\$721.22
	206-000-751.000	721.22
CRYSTAL FLASH PETROLEUM	80.0 GALS REG	\$180.68
	206-000-745.000	180.68
DARLEY	RUBBLISH HOOK	\$325.15
	206-000-933.000	325.15
DEWEESE HARDWARE	2 TARP 2 TRASH BAGS	\$40.26
	206-000-726.000	40.26
DEWEESE HARDWARE	SAFETY VEST AND WEED KILLER	\$23.98
	101-265-930.000	15.99
	208-751-726.000	7.99
DEWEESE HARDWARE	VELCRO PKS	\$9.87
	206-000-726.000	9.87
DEWEESE HARDWARE	2 EXT CORDS	\$5.98
	206-000-726.000	5.98
EAST BAY CHARTER TOWNSHIP	NOTICE FOR SUMMER DEFERMENT	\$11.08
	101-225-900.000	11.08
FRONTLINE SERVICES, INC	ENGINE 1	\$576.05
	206-000-939.000	576.05
FRONTLINE SERVICES, INC	TANKER 1	\$695.45
	206-000-939.000	695.45
FRONTLINE SERVICES, INC	TANKER 2	\$216.70
	206-000-939.000	216.70
FRONTLINE SERVICES, INC	WILDFIRE 7	\$326.25
	206-000-939.000	326.25

VENDOR	DESCRIPTION/DISTRIBUTION	AMOUNT
FRONTLINE SERVICES, INC	BRAVO 2 <i>206-000-939.000</i>	<i>322.08</i> \$322.08
FRONTLINE SERVICES, INC	ENGINE 2 <i>206-000-939.000</i>	<i>618.10</i> \$618.10
G T METRO EMERGENCY SERVICES AUTH	MUTAL AID MAY 15, 2016 2428 MONTMORENCY LANE <i>206-000-818.000</i>	<i>6,000.00</i> \$6,000.00
GOURDIE-FRASER, INC	SAD PROJECTS <i>101-101-967.LHB</i>	<i>1,920.00</i> \$1,920.00
GOURDIE-FRASER, INC	VILLA MARI WINERY <i>101-400-818.000</i>	<i>2,160.00</i> \$2,160.00
GOURDIE-FRASER, INC	TABONE WINERY <i>101-420-818.000</i>	<i>240.00</i> \$240.00
GOURDIE-FRASER, INC	THE 81 ON EAST BAY <i>101-400-818.000</i>	<i>1,330.00</i> \$1,330.00
GOURDIE-FRASER, INC	VINEYARD RIDGE <i>101-400-900.000</i>	<i>1,320.00</i> \$1,320.00
GOURDIE-FRASER, INC	HARBOR VIEW LOT 24 <i>101-420-818.000</i>	<i>240.00</i> \$240.00
GOVERNMENTAL BUSINESS SYSTEMS	BALLOT MARKING INSTRUCTIONS <i>101-191-726.000</i>	<i>36.49</i> \$36.49
GRAND TRAVERSE DIESEL SERVICES, INC	TANKER 2 AIR TANK LEAK <i>206-000-939.000</i>	<i>994.58</i> \$994.58
GT COUNTY TREASURER	MARCH 2016 <i>591-000-818.000</i>	<i>11,397.74</i> \$11,397.74
GT COUNTY TREASURER	MARCH 2016 <i>590-000-818.000</i>	<i>8,472.63</i> \$8,472.63
HOME DEPOT	LH SAFE AND BATTERIES <i>508-000-726.000</i> <i>508-000-930.000</i>	<i>69.97</i> <i>19.36</i> \$89.33
HURST MECHANICAL	INSTALL NEW UNIT HEATER <i>206-000-930.000</i>	<i>1,682.00</i> \$1,682.00
I.T. RIGHT	IT SERVICES <i>101-173-818.000</i> <i>101-253-818.000</i> <i>101-173-818.000</i>	<i>33.75</i> <i>67.50</i> <i>101.25</i> \$202.50

VENDOR	DESCRIPTION/DISTRIBUTION	AMOUNT
I.T. RIGHT	2016-2017 ONLINE BACKUP SERVICE	\$500.00
	<i>101-215-814.000</i>	<i>62.50</i>
	<i>101-209-814.000</i>	<i>62.50</i>
	<i>101-173-818.000</i>	<i>62.50</i>
	<i>101-171-977.000</i>	<i>62.50</i>
	<i>101-400-818.000</i>	<i>62.50</i>
	<i>101-420-818.000</i>	<i>62.50</i>
	<i>101-253-818.000</i>	<i>62.50</i>
	<i>101-173-818.000</i>	<i>62.50</i>
JOHN HANCOCK LIFE INSURANCE CO	PENSION	\$69,872.79
	<i>101-861-718.000</i>	<i>45,921.83</i>
	<i>206-000-718.000</i>	<i>23,950.96</i>
KELLY BRENDA	TOWNSHIP FLOWER CONTAINERS	\$230.51
	<i>101-265-726.000</i>	<i>230.51</i>
KIMTEK CORPORATION	MEDLITE TRANSPORT BASIC MTB-101	\$2,900.00
	<i>206-000-970.000</i>	<i>2,900.00</i>
KOPY SALES, INC.	FD COPIES	\$40.00
	<i>206-000-818.000</i>	<i>40.00</i>
LIVE ACTION SAFETY	GRIP POWDER	\$265.10
	<i>206-000-932.000</i>	<i>265.10</i>
LIVE ACTION SAFETY	WIPES & 1000ML STERILE WATER, SYRINGES	\$77.87
	<i>206-000-932.000</i>	<i>77.87</i>
LIVE ACTION SAFETY	DRESSING, UNDERPADS, PENLIGHTS, SPLINT, SHEARS	\$96.40
	<i>206-000-932.000</i>	<i>96.40</i>
LIVE ACTION SAFETY	CANNULA, LANCET, 10 HOODS, 3 GLOVES	\$464.85
	<i>206-000-932.000</i>	<i>464.85</i>
MCCARDEL CULLIGAN WATER	COOLER RENTAL & WATER	\$23.00
	<i>101-173-818.000</i>	<i>23.00</i>
MCKENNA ASSOCIATES	ORDINANCE CONSULTANT	\$2,623.64
	<i>101-400-818.000</i>	<i>2,623.64</i>
MICHIGAN TOWNSHIPS ASSOCIATION	MEMBERSHIP DUES	\$5,819.50
	<i>101-101-958.000</i>	<i>5,819.50</i>
NORTH FLIGHT, INC	BILLING AND COLLECTIONS	\$600.00
	<i>206-000-818.000</i>	<i>600.00</i>
NORTHERN OFFICE EQUIPMENT	OFFICE COPIES	\$506.37
	<i>101-173-818.000</i>	<i>506.37</i>
NYE UNIFORM	CARGO PANTS	\$68.50
	<i>206-000-935.000</i>	<i>68.50</i>

VENDOR	DESCRIPTION/DISTRIBUTION	AMOUNT
NYE UNIFORM	POCKET PANT <i>206-000-935.000</i>	\$59.89 <i>59.89</i>
PENINSULA COMMUNITY LIBRARY	EXPENSES <i>708-000-223.000</i>	\$30,000.00 <i>30,000.00</i>
REAMER CORY	RENEW LICENSE PROCESS <i>206-000-960.000</i>	\$25.00 <i>25.00</i>
REARDON MICHELLE	BHP EXPANSION LUNCH <i>208-751-967.BHP</i>	\$47.86 <i>47.86</i>
RECORD EAGLE (PUBS)	MAY 2016 PUBS <i>101-101-900.000</i> <i>101-101-900.000</i> <i>101-430-900.000</i> <i>101-101-900.000</i> <i>101-101-900.000</i>	\$1,183.75 <i>204.00</i> <i>160.50</i> <i>194.75</i> <i>551.00</i> <i>73.50</i>
SCHULTZ, GINGER	MILEAGE <i>508-000-870.000</i>	\$92.66 <i>92.66</i>
SMIELEWSKI JAMES	CARD EMER AND READY LINK 12 LEAD ECG <i>206-000-960.000</i>	\$150.00 <i>150.00</i>
STAPLES CREDIT PLAN	OFFICE SUPPLIES <i>206-000-726.000</i> <i>101-173-726.000</i> <i>101-173-726.000</i> <i>101-209-726.000</i> <i>101-225-726.000</i> <i>101-253-726.000</i> <i>101-209-726.000</i>	\$311.97 <i>86.97</i> <i>23.35</i> <i>16.99</i> <i>12.59</i> <i>75.29</i> <i>75.29</i> <i>21.49</i>
THIRLBY AUTOMOTIVE	BUG REMOVER WITH WAX & CAR WASH <i>206-000-726.000</i>	\$43.66 <i>43.66</i>
TRAVERSE CITY LIGHT & POWER	HOMESTEAD STREET LIGHT <i>101-000-226.080</i>	\$7.97 <i>7.97</i>
UNIVERSAL LANDRY MACHINERY	COMMERICAL WASHER <i>206-000-970.000</i>	\$5,734.00 <i>5,734.00</i>
VERIZON WIRELESS	FD BROADBAND & 5 PHONES, DEPUTY & LH PHONES <i>206-000-850.000</i> <i>207-000-850.000</i> <i>508-000-850.000</i>	\$295.59 <i>223.62</i> <i>55.36</i> <i>16.61</i>

VENDOR	DESCRIPTION/DISTRIBUTION	AMOUNT
VERIZON WIRELESS	TABLETS	\$90.14
	<i>101-215-850.000</i>	<i>12.88</i>
	<i>101-191-850.000</i>	<i>12.88</i>
	<i>101-209-850.000</i>	<i>12.88</i>
	<i>101-171-850.000</i>	<i>12.88</i>
	<i>101-253-850.000</i>	<i>12.88</i>
	<i>101-420-850.000</i>	<i>12.88</i>
	<i>101-253-850.000</i>	<i>12.86</i>
VERIZON WIRELESS	FD TRAINING TABLETS	\$82.10
	<i>206-000-850.000</i>	<i>82.10</i>
VERIZON WIRELESS	TABLETS	\$31.07
	<i>508-000-850.000</i>	<i>10.36</i>
	<i>101-173-850.000</i>	<i>10.36</i>
	<i>101-400-850.000</i>	<i>10.35</i>
Total:		\$166,236.05

**Peninsula Township
Special Joint Meeting of Town Board and Park Commission
May 9, 2016**

Meeting called to order at 5:00 P.M.

Roll Call:

Town Board: Avery; Byron; Hoffman; Correia- Chair; Weatherholt; Witkop; Rosi

Park Commission: Andrus; Griffiths; Sanders; Shipman; Skurski; Griffiths (arrives at 5:02 p.m.)

Also present is *Claire Schoolmaster*, Planning and Zoning Coordinator and *Mary Ann Abbott*, Recording Secretary

Absent: None

Approve Agenda

Town Board: **MOTION: Byron/Avery** to approve agenda.

PASSED UNAN

Park Commission: **MOTION: Shipman/Skurski** to approve agenda.

PASSED UNAN

Brief Citizens Comments - for items not on Agenda

None

Conflict of Interest

Town Board: None

Park Commission: None

Business

1. Bowers Harbor Park Expansion

(1) Review the concept plan dated – June 2013

Saunders I was not here at the time of this concept plan was developed. Would like to have a review of these events with input of some people in the audience. **Saunders** would also like to know where we are on the grant process, including signage, connecting trails and any other requirements. **Correia** we just became owners and these plans were conceptual. **Shipman** The plan may be a place to start discussion. Trouble areas are already mapped such as wet areas. A lot of ideas were given. Our sketch is different as we now have the ballpark. There is a connecting trail that would lead into the undeveloped area. We would like to see this as a top-notch park top to bottom. Consensus was that at the time there was concern that it be an active park for families and children although some members felt it should be more passive. **Rosi** recalls that there are some monitor wells in place and she wants to be sure that we are comfortable that there is not concern with children playing in certain areas. **Avery** There was some sub-surface arsenic. **Schoolmaster** That information is in Phase One and you need to decide what fits in the project at this time. Will look into these arsenic levels. **Griffiths** remember concerns about subsurface runoff.

Saunders There are some people in the audience that can speak to this plan and she invited them to comment.

David Foote, Regional Land Conservancy had a chance to review Phase 1, Phase 2 and the State of Michigan due care plan They found arsenic but below non residential levels. He suggested under due

care plan that any activities that do not require moving the soil could be used. If you need to level and grade you would need to put in a project consulting plan.

Rob Manigold 2876 Old Mission Road Test wells were from the first developer--several test wells put down and to his knowledge it came out okay. The original proposal to the Trust fund was denied. There was a second proposal. The Township put in \$100,000.00 and area residents put in about \$100,000.00. The drawing stems from years of people coming forward to say what they would like to see. If you have not walked that property it is wet. The idea was to keep all of the kid's or noisy stuff where it is now so it would not infringe to the neighbors in the back. There was also a desire by the Bay Shore Marathon to have a place where they could all meet.

Mary Swift, 13956 Peninsula Drive There is a long history with this property. It was tiled at one time but they have broken down and it is wetlands. More prominent now. Water flows north towards Bower's Harbor. There is a desire to keep this passive due to the contamination. Drawing was a concept plan to show keeping activity in the Bower's Harbor Park and passive in the contaminated part.

Rob Manigold the old dump has been encapsulated with the DNR approval and the plume had been checked. Any cherry farm is going to show lead arsenic and other compounds. You will have residual chemicals and you usually will encapsulate or keep a grass barrier. It made sense to put in Township hands and expand the park system.

Witkop I recall that the Town Board was not involved in the creation of this map. We have very passive parks in this Township and I would like to see an active park where families can come and spend the day. We felt at the time that this was a map developed so that the grant could be obtained and once that happened we could make the changes as we wanted.

Avery There really is not a family park in this area. Everywhere else is quiet and workable what everyone wants in their back yard, but we need to have a place for people. **Witkop** There is nothing welcoming in this park for young families. Playground equipment needs to be replaced. **Saunders** sees the need for new equipment but does not see need for a more active park. **Griffiths** we need a nice playground with nice safe equipment. We need places where toddlers can play and inviting for everyone. We need to put the money behind us. **Andrus** we do want to move forward. Need to put together a committee, get the public involved and come up with a concept.

(2) Discuss planning & development of BHP Expansion

(a) Consider transfer of planning of BHP Expansion to Park Commission

Discussion on how the Board sees the committee operating including budget and communication with the Town Board. Town Board Committee member will report to Town Board so they stay involved. Public Hearing will be necessary. Financial Campaign and Time Line for project was suggested.

MOTION: Byron/ Witkop recommends transfer of the planning responsibility of the Bowers Harbor Park Expansion to the Park Commission with a committee to include Town Board, Commissioners, Residents, staff and the Conservancy and for the Park Board to come back to us at the June board meeting with a plan laid out on how they are going to attack this, a time frame and how much money they think are going to need.

Roll Call Vote: Avery-Yes; Byron-Yes; Hoffman-Yes; Correia- Yes; Weatherholt-Yes; Witkop-Yes; Rosi-Yes PASSED UNAN

Griffiths suggested that the maps and plans with areas of concern be digitally placed on the website and made available for meetings. *Schoolmaster* will get additional materials and will work with the conservancy to get that information

(3) Form committee to include Township Board/Park Commissioners/Residents

Saunders asked for volunteers for the proposed committee.

The following people willing to serve are: Shipman-Parks; Witkop/Avery will share from the Town Board; David Foote-Conservancy; Michelle Reardon or Claire Schoolmaster from staff. **Witkop** would like to have citizen's solicited that may have the background or recourses. John Snow and Mary Swift for the Citizen input. Saunders will work with Clerk to get notice to citizen's about volunteering and will look for one more resident to serve. Shipman to Chair.

Citizen Comments

Monnie Peters, 1425 Neahtawanta Road This meeting shows the importance of having history. It is important to go back in order to have people brought up to date on why decisions were made.

Rob Manigold, 2876 Old Mission Both boards should pat each other on the back for getting that ball field. But that playground equipment is old and we never put any money into it.

Board Comments

Weatherholt Sometimes you need some money to get a concept together. If you find that is the case then put together a plan for what you need.

Correia There are people that have much more knowledge and it was good to have them speak tonight.

Skurski I think you will find out what it will take to come up with a plan but you will not be able to get much further that.

Saunders We put some funds in our budget to survey the public on this project.

MOTION: Avery/Witkop to adjourn at 6:07 P.M. **PASSED UNAN**

Respectfully submitted by Mary Ann Abbott, Recording Secretary

**Peninsula Township Town Board
Regular Meeting
May 10, 2016**

Meeting called order at 7:00 P.M.

Present: **Avery; Byron; Hoffman; Correia-Chair; Weatherholt; Witkop; Rosi**

Absent: None

Also present were *Michele Reardon*, Director of Planning and Zoning, *Jim Young*, Peninsula Township Attorney and *Mary Ann Abbott*, Recording Secretary.

Approve Agenda

Correia would like Business #3 The 81 Public hearing moved to Business item #1. **Hoffman** would like the minutes for April 18th and April 25th moved to the next joint Town Board and Planning Commission meeting for approval by both boards.

MOTION: Byron/Weatherholt to approve agenda with changes. **PASSED UNAN**

Brief Citizen Comments – for items not on the Agenda

Dan Lathrup, County Commissioner District # 1 will be here after the meeting to address any county concerns.

Marilyn Elliott, 18811 Whispering Trail submitted a statement that she would like to have added verbatim to these minutes. (This statement will appear at the end of these minutes)

Mark Nadolski, 10 McKinley Road is here in his position as President of Protect the Peninsula and brought up concerns regarding The 81. There were integral differences between the Findings of Fact prepared by the Township Planner and the Findings of Fact that were reviewed by the Township Attorney and presented to the Town Board for their vote. Nadowski stated that both boards were told that they were to follow the facts that he created. Asking the Board to delay action based on the fact that they were not provided information that was relevant.

Joe Quant, 412 South Union states that in March he heard Mr. Komendera make comments. Mr. Komendera mentioned that Mr. Correia and Mr. Quandt were business partners. Not true, never true. Mr. Komendera mentioned that Mr. Correia and Mr. Quandt were engaged in land development projects. Not true, never true. Mr. Komendera alleged that Quandt had a relationship with Traverse City State Bank. Mr. Quandt has been an attorney for Traverse City State Bank for a long time. Mr. Correia has not been on the board for a long time. After all the issues of the 81 project had been approved by this board and had gone to litigation in Circuit Court, Pete asked Quandt to represent him on a completely unrelated matter. Felt he could represent Correia, but as soon as Mr. Komendera raised the issue in March he withdrew from representing both Mr. Correia and The 81. Quandt states that he never influenced Correia decision-making and no business or client relationship before the board approved it.

Tom McMohan 4114 Trevor Road would like to see the Board declare a moratorium on any development because we do not have fire protection.

Matt Russell, 7340 Logan Lane states that we do have representatives from Hilltop, Logan Lane and Maple Terrace that are here for the Special Assessment District and did not see it on the agenda.

Anne Griffiths 14548 Bluff Road is concerned about the inadequate fire department coverage and the inadequate EMS rescue coverage.

Jim Komendera, 4168 Rocky Shore Trail was looking at the packet on the Township Website and only saw only one letter in favor of the "81". Komendera would like to leave a petition with the Town Board which asked the board to deny the request until further studies on its effect on the environment, natural habitat, erosion and the shoreline are completed.

Conflict of Interest

Byron does not know if she has a conflict of interest. *Jim Young Attorney* says that based on the Judges' ruling in regards to the "81" she should continue to recuse herself. **Rosi** asked if anyone else needed to recuse themselves. **Weatherholt** will be recusing himself from anything to do with the PDR program from now on. **Rosi** asked Correia if he should recuse himself. **Correia** states that he will not be recusing myself based on the advice from the Attorney. *Jim Young, Attorney* says according to the judge that recusing herself was proper under the Township's Code of Ethics. **Byron** has asked for a review of the Code of Ethics. **Hoffman** says that tonight we are just looking at the PDR Selection Committee back in place so not sure if she should

also recuse from the PDR. **Avery** it is hard not to have had relationships with people here on the Peninsula. **Witkop** has known the Attorney Settles for the "81" project for a long time, as he was an attorney with her father's firm when she was a child. Further discussion on the issue of Byron and the "like" of the opposition to The 81 Facebook page. Township Attorney then read the Judges decision that Byron's recusal was proper. Attorney suggests that the Town Board might take it up as a separate issue and review Township's Rules and Procedures and Code of Ethics.

Consent Agenda

Any member of the Board, staff, or the public may ask that any item on the Consent Agenda be removed and placed elsewhere on the agenda for full discussion.

1. Reports and Announcements (as provided in packet)
 - A. Officers – Clerk, Supervisor, Treasurer
 - B. Departmental – Planning Commission, Zoning Board of Appeals, Attorney, Engineer, Library, Fire Board, Park Commission and Township Deputy.
2. Correspondence (as provided in packet)
3. Edit lists of invoices (recommend approval)
4. Meeting Minutes
 - March 14, 2016 Special Meeting Closed Session
 - April 18, 2016 9:00am Special Meeting & Closed Session
 - April 25, 2016 2nd Regular Meeting
 - April 26, 2016 10:00am Union Negotiation Committee Meeting (recommend approval)
5. April 2016 Payroll (recommend approval)
6. Parade of Homes Sign Placement Request (recommend approval)

Rosi would like the minutes of April 12, 2016 removed and placed as Business Item.

MOTION: Witkop/Weatherholt to approve the Consent Agenda with changes. **PASSED UNAN**

Business.

1. The 81 – Public Hearing

Attorney Jim Young states that a Public Hearing has been set based on the Judge's order. Applicant will be asking for an adjournment of the Public Hearing. *Phillip Settles* represents the "81" and is asking for an adjournment on several reasons. 1. Received an update from Scott Howard on how the International Fire Code applies to land uses and has not had time to review this fire code and how it applies to this case and 2. There are oodles of citizens here on this matter and they would like to set a special meeting. Mr. Settles has asked to pay for a larger facility to allow the facts to be presented. The attorney feels that it would benefit to have comments presented for just this purpose in a more comfortable surrounding.

Hoffman questions whether it can be held off the Peninsula Township. *Attorney Young* will check on this. **Reardon** says that staff will look into this. We will need timing to publish and send out notices.

Scott Howard No objection to postponing the Public Hearing. *Attorney Jim Young* supports the rescheduling of the Public Hearing and feels that it is appropriate and justified. **Witkop** Information needs to be received by the board in a timely manner in order to be able to review it. *Attorney Jim Young* says that comments have the right to submit information right up to the end of the public hearing. You are allowed to gather information and then adjourn and review. You may adjourn this meeting until a later date and time with proper notice.

MOTION: Witkop/Avery to adjourn the Public Hearing and Board deliberation of "The 81".

Roll Call Vote: **Avery-yes; Byron-abstain; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes**
MOTION PASSED 6 /0 Byron Abstain

2. Kahn 2nd Opinion – Verbal

Hoffman states that you may recall at the April Township Board meeting we were asked to get a second opinion. The next morning we were issued a summons by Mrs. Kahn. Hoffman and Byron have some ideas for firms to contact but we have to wait in getting this second opinion due to this lawsuit

3. National Cherry Festival Race 2016 Large Event Permit – Public Hearing

Reardon A one-year approval request has been submitted and is in the packet. Michelle Elliot, Business Development Manager is available to answer any questions tonight and will be present during the event.

Corrêa opened the Public Hearing on this issue at 8:01 p.m. There were no comments from the audience. Board comments were then solicited. Discussion occurred concerning Road Closures, Right of Ways, Fire and Emergency coverage, fencing, notices and route information on the Peninsula Township Website.

MOTION: Avery/Rosi to approve the Large Event Permit for the National Cherry Festival to conduct Festival Races on July 9, 2016 for one year. **PASSED UNAN**

MOTION: Avery/ Rosi to approve Chateau Grand Traverse request to host the start of the half-marathon course on July 9, 2016. **PASSED UNAN**

4. Special Assessment District Braemar/Old Mission Estates - Informal Presentation by Joe Quandt

Quandt presented background on the Special Assessment District supported by the stakeholders. The process resulted in forming a special assessment district under PA 188. Under PA 188 you can put a "not to exceed" figure and set for a specific period of time. 79% of the people who are affected in the Logan Hill district and 75% of the Braemer district are in favor of the special assessment district. Residents hired engineers to help determine what needs to be done.

Quandt and engineer presented slide presentation as well as packet information concerning the proposal for the work to be done for the Special Assessment District. Discussion occurred about current water flow, suggested time frame, catch basins and the maintenance and maintenance budgets in this assessment as well as the role of the Road Commission in this plan. Drawing of drains that are suggested were also submitted. This plan is proposed and still needs to be approved by Township Engineer. Road Commission has submitted a proposal for the Road Commission portion of maintenance of this project.

Quandt states that final figures will be in place for the Public Hearing.

Avery Could Mr. McElyea comment on the pricing of the project especially his comments about being open-ended? McElyea states it is preliminary but that Quandt has addressed these issues.

5. School Board Resolution (Tabled from April 12, 2016)

MOTION: Hoffman/Avery to un-table the School Board Resolution from April 12, 2016.

PASSED UNAN

Consensus is that any changes the board wishes to make to this resolution will be submitted to the Clerk and will be presented at the next Town Board meeting.

6. Accept Fire Board Resignations

MOTION: Weatherholt/Byron to accept the Fire Board Resignations of Jon Sprenger, Tony Andrus and Jonathon Goode.

PASSED UNAN

7. Brining Contract (Tabled for April 25, 2016)

MOTION: Byron/Hoffman to un-table Brining Contract from April 25, 2016 meeting.

Roll Call Vote: **Avery-yes; Byron-yes; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes**

PASSED UNAN

Weatherholt need to get on the schedule so there is time to get two sprayings in. Weatherholt indicated that the quality of Brine that the Road Commission accepts has to be approved by the DEQ. Weatherholt will work on Ridgewood after these two brines.

MOTION: Avery/Byron to get on the Brining Schedule.

PASSED UNAN

8. PDR Selection Committee (Tabled for April 25, 2016)

MOTION: Avery/Byron to un-table PDR Selection Committee from the April 25, 2016 meeting.

PASSED UNAN

Weatherholt recuses himself.

In 2009 a PDR Committee was selected. This committee needs to be reinstated. Suggested that current members be contacted to see if they still wish to serve.

Consensus of Board is that current committee members be contacted to see if they wish to continue to serve and then advertise for any vacancies.

9. Resolution To Do Speed Study on Bluff Road

Residents attempting to have speed limit reduced from 55 mph to 45 mph.

MOTION: Byron/Avery to approve the resolution regarding the request for speed study for the section of Bluff Road near Boursaw.

Roll Call Vote: **Avery-yes; Byron-yes; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes**
PASSED UNAN

10. April 12, 2016 Regular Meeting

Discussion by the Town Board on content of minutes. **Rosi** has some typing corrections that will be given to the secretary. Video taping again suggested

MOTION: Byron/Rosi to get three quotes on videotaping minutes.

PASSED UNAN

MOTION: Byron/Hoffman to approve minutes of April 12, 2016 meeting

PASSED UNAN

Citizen Comments

Hoffman asked to read the Public Comment Procedure for Citizen Comments. Public Comment Procedure: Any person shall be permitted to address the meeting of the Peninsula Township Board, which is required to be open to the public under the provision of the Open Meeting Act. Public Comments will be carried out in accordance with the following rules and procedures. To speak the person who wishes to speak will state his/her name and address. The amount of time that the person will be allowed to speak will not exceed three minutes.

Monnie Peters, 1425 Nehtawanta Road Peters asked the clerk to pull the minutes of the Joint Town Board and Planning Commission off the agenda so the Joint Boards could approve them. Peters suggests that videotaping may resolve some of the minute issues. Peters also thinks it is right to approve the race event for one year time period but suggests backing the process up 6 months may give opportunity for changes and notification to participants.

Margaret Achorn, 11284 Peninsula Drive states that if the board is having trouble remembering what was happening in the discussion of Mr. Wendling's comments about Mr. Correia's potential conflict of interest. Draws attention to the minutes of April 12th. Achorn then read that section of the minutes: *Wendling* The reason that Mr. Correia called to see if he should recuse himself is that subsequent to the August 11th meeting the Kahn issue came up. Mr. Correia then hired Joseph Quandt who is the same attorney who represented the developer on "The 81". I informed Correia that if you were coming up on a vote on an administrative portion of the Ordinance it poses a conflict of interest. Goes back to Judges Rodgers ruling that even an image of impropriety is a problem. He was not aware that Mr. Quandt's letter was not distributed to the board members until tonight. The reason you could vote on the other issue is that it did not involve the administration of your Zoning Ordinance. **Witkop** was it discussed with the Supervisor what this selection of that attorney would mean to future votes on "The 81" *Wendling* he was told it was a problem. Wendling was surprised Board members did not have that letter. **Hoffman** stated that the letter was only sent to the supervisor.

Jim Cook, Grand Traverse Road Commission, 1882 LaFranier disappointed as he came here because he thought there were concerns about the draft agreement and hoped to explain it in laymen's terms. Cook will be at the work session tomorrow. And Cook will also be happy to come to the next Town Board meeting to explain. Cook states that this will be a Township owned drainage district. There is a 5-year maintenance agreement in the amount of \$10,000.00, which will cover us for 5 years, and this drainage district will go on for longer than that. From a Road Commission perspective our ability to own and maintain an infrastructure does not go beyond the right of way. A lot of this will be outside of the Right of way. The Road Commission can handle water that falls on the roadway and flows off the roadway. The Road Commission really does not want to co-mingle our water with water from a private development. The Township will own that drain from the beginning to the point of discharge. We need to work through some of those details. **Byron** People on the road improvement on Peninsula Drive are unhappy that there was no discussion with the homeowners.

Bob Bolek, 7398 Peninsula Drive wondered if the runner's could be made aware on the application that the roads will be open and to stay to the right. Also last year they cut our trees and if you drive down the road you may not even notice it.

Mark McKellar, Grand Traverse Road Board says that this board needs to understand that the Grand Traverse Road Commission staff asks us to preserve our assets. During the process of the petitions we found out that people did not like the idea that large government was going to come in and tell them and mandate a tax. People out here are passionate and they care. Your residents said that they would take care of it and work with people they know. At the end of the day you will end up with a great drain. We need

you at the Board level to get this information before the Public Hearing. He appreciates the work of the Peninsula Township Board. Thrilled to be part of this local process.

Kevin McElyea, County Drain Commissioner states that he did not insinuate that these meetings were not done in public. Welcomes this entire project

Board Comments

Avery We have a fantastic Fire Department. What will happen is the same thing that happens every time. Northflight comes out here. The City is backup for fire. There are scare tactics out there and it is insulting to those guys who are doing a great job.

Witkop What is bothersome to her is that there is a lack of knowledge. We have a great Fire Department out there. To hear snickering in the crowd shows a lack of support for this current fire department. These guys have been on the Fire Department for a long time and do a great job. They are still here and deserve our respect.

Hoffman Minutes are hard to do and we need to be thankful for the recording secretaries we have. They are trying to put your thoughts on papers

MOTION: Avery/Witkop to adjourn at 9:56 p.m.

Respectfully submitted by Mary Ann Abbott, Recording Secretary.

My name is Marilyn Elliott, 18811 Whispering Trail. I would like my comments placed in the public transcript of this meeting verbatim, and I am providing a copy of same to the Secretary.

On April 14, 2016 a local citizen sent a message to the Board which detailed the publicly-available history of the long-standing business relationship between the Supervisor and Attorney Joseph Quandt. The citizen did this to ask if it seemed appropriate that the Supervisor participate in discussions regarding the "81" development project, for which Attorney Quandt was advocating.

It has been suggested that since the events to which the citizen referred took place several years ago, the relationship between the Supervisor and Attorney Quandt should not be an obstacle to the Supervisor's involvement.

I would now like to read from a letter dated February 3rd, 2016 addressed to Robert A. Cooney, Grand Traverse County Prosecutor. The subject of the letter is QUOTE Pete Correia Land Division Act Compliance UNQUOTE. The letter describes the numerous documents Attorney Quandt supplied to the Prosecutor in support of Mr. Correia's position. It concludes QUOTE Bob, I'm hoping that all of this information is clear, objective and definitive as to the size of the parent parcel for purposes of determining the number of land divisions allowed from the parent parcel. It is our hope and expectation that you will not be pursuing litigation against Mr. Correia...UNQUOTE The letter is signed QUOTE Joseph E. Quandt UNQUOTE

This letter was written on behalf of the Supervisor as recently as three months ago, during a time in which the approval for the "81" development was still pending final action.

It has also been suggested that perhaps Attorney Quandt no longer represents the developer of the "81" project, so Mr. Quandt's relationship with Mr. Correia is no longer an issue. However, in the application for the community septic system for the "81" project filed with the DEQ in March of this year, and which David Taft reviewed in the DEQ Cadillac offices, the Board of Directors of QUOTE The 81 Development Company, LLC UNQUOTE names 3 persons: Mr. O'Grady, Mrs. O'Grady and....Joseph E. Quandt

Given all of this information, and given that Trustee Byron was forced to recuse herself from the "81" vote because she might have had QUOTE a potential bias or prejudice against the developer UNQUOTE, for "liking" a Facebook page, does it not seem logical for the voters and citizens AND YOU THE TOWNSHIP BOARD to question whether Mr. Correia might have a potential bias FOR the developer, and should therefore recuse himself.

Peninsula Township Town Board
2nd Regular Meeting 9:00 A.M.
May 23, 2016

Meeting called to order at 9:00 A.M.

Present: **Avery; Byron; Hoffman; Correia-Chair; Weatherholt; Witkop; Rosi.** Also present were *Michelle Reardon*, Director of Planning and Zoning, *Peter Wendling*, Peninsula Township Attorney and *Mary Ann Abbott*, Recording Secretary
Absent: None

Approve Agenda

Hoffman would like second part of Business #8 and Business #9 be removed from Agenda. Byron would like Business #9 removed until Town Board could get together with other three Boards to review. Also Byron would like to have any Business items that have to do with approval of expenditures moved to 7:00 P.M. Regular meeting so more of the public could attend

MOTION: Witkop/Weatherholt to approve amended agenda with the removal of Business Items # 8,9,11 & 12.

Discussion by Board on original purpose of second meeting with the consensus of the board that the second meeting of the month should now be held on the fourth Tuesday at 7:00 P.M.

Vote on the above Motion:

MOTION PASSES 6/1 Weatherholt

Brief Citizen Comments – for Items not on the Agenda

Nancy R. Heller, 3091 Blue Water Road concerned about Business item #11 Removal of Tree in Bohemian Cemetery being removed from the agenda as citizens may not be able to access their family cemetery sites for Memorial Day.

MOTION: Byron/Witkop move that Business Item #11 be placed back on the agenda.

PASSED UNAN

Joanne Westphal, 12414 Center voiced concern about the current planning process with McKenna and the updating of the Zoning Ordinance. She feels that McKenna has gone beyond, does not have close ties to the outdated Master Plan and is using Mater Plan that has not been updated since 2002.

Reardon the Master Plan is from 2011 and the Township is right on track with the five-year review. McKenna is referring to the current Master Plan. Public Hearings will be held on these updates and all discussions are at public meetings

Conflict of Interest

None

Business

1. Soul Squeeze Cellars, LLC - Small Wine Maker License

Reardon presented an overview of the request for approval of the application for new Small Wine Maker License. Discussion continued on the role of the Township Board in the approval of such applications.

MOTION: Weatherholt/Byron to approve Soul Squeeze Cellars application request.

Applicant Luke Pickleman addressed the Board with his purpose in applying for this License.

Avery needs to recuse himself as Soul Squeeze Cellars has a mutual client with Aurora Cellars.

Roll Call Vote: Avery-abstain; Byron-yes; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes

MOTION PASSES 6/0 (AVERY abstain)

2. Tabone Vineyard, LLC – Small Wine Maker License

Reardon presented an overview of the request for the approval of the application for a small wine maker. *Reardon* states that there is currently an application in process for a Farm Processing Facility and tasting room that is a use by right or commonly called a 139 winery. There is a variance for building involves approval by the ZBA. Further Board discussion over

concerns that applicants may apply for a Use by Right Winery now and end up with a Chateau. Mario Tabone, Sr. the father of the applicant is present to answer any questions for the Board.

MOTION: Weatherholt/Witkop to approve application of Tabone Vineyard, LLC small winemaker application.
Roll Call Vote: Avery-yes; Byron-yes; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes
PASSED UNAN

3.Road Name Change – Cedar Ave to Tucker Point

Sally Akerley, Peninsula Township Assessor presents the overview of the request for a Resolution renaming Cedar Ave. in the Plat entitled NE-AH-TA-WANTA to Tucker Point. There is a courtesy email indicating that the Ne-Ah-Ta-Wanta Association has approved the name change.. The County does not have a problem with the re-name of road to Tucker Point.

MOTION: Byron/ Rosi to rename Cedar Ave. in the Plat entitled Ne-Ah-Ta-Wanta to Tucker Point.
Roll Call Vote: Avery-yes; Byron-yes; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes
PASSED UNAN

4.Road Name Request – Freshwater Ct

Sally Akerley, Peninsula Township Assessor presents the overview of the request for road name Freshwater Court.

MOTION: Byron/Witkop to approve the road name request to Freshwater Court.
Roll Call Vote: Avery-yes; Byron-yes; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes
PASSED UNAN

5.Kroupa Road End – Bartone Request

Reardon presented overview of request of Sharon Bartone request that the Kroupa Road end south of her property be abandoned. Chief Rittenhouse, Peninsula Fire Department, has reviewed this road and road end. Neighbors have signed support for this. Staff suggestion is that 150 feet of this road is not abandoned. This abandonment issue is on the agenda for the County Road Commission meeting and the decisions of Peninsula Township will be looked at. **Hoffman** is opposed to closing off the road end. **Weatherholt** says the Board is missing the point which is that road ends are for public and emergency access

MOTION: Byron/Rosi that request for Kroupa Road End abandonment be denied.
PASSED UNAN

6.AT&T Proposal -Discussion

Weatherholt gave overview of proposal from AT&T who would like a commitment for a 30-year lease agreement with five-year extensions at the end of the current lease that ends in 2018. There are two leases: one for antenna and one for the building, which total \$2700.00 per month. Board concerns were that rental increases should be tied to inflation; the useful life of lattice tower; building improvement and lease. *Wendling* offered to talk to other municipalities to see what they are doing with their towers. Consensus of the Board is to gather information and readdress this contract.

7.SAD Draft Agreement

Wendling opens discussion and indicates that Karrie Zeits and Jim Cook from the Road Commission are here to address any questions. *Wendling* says that the draft agreement calls for utilizing a formula that is contained in the Michigan administrative code for Drain district assessments. The Road Commission has suggested that a mathematical formula would be contained in the agreement. What the Township needs to know is the final cost of implementing this district. Then the Township can tie in the figures to determine what each property would be assessed. Also if the Road Commission determines that repairs need to be made then *Wendling* would like that final decision to be made by Township engineer. Brian Boals, Gourdie Fraser explained how the formula is determined for the Road Commission's request to be charged a 50% special assessment of the county road benefit and determined under OAR 280.2. The rational method was used to determine storm water. *Wendling* says it is important that the Board has that information and that they are comfortable with the figures. *Wendling* says that once we have the figures from the engineer then you can calculate and go forward with the public hearing. Also decisions need to be determined if a revolving fund will be used and what amount the Township will contribute to this Drainage Assessment. Karrie Zeits, Road Commission Attorney says that the amount of 20% to the county at large and the Road Commission will pay

50% of that. They are willing to pay what they will normally pay. *Wendling* can add to the contract that the normal maintenance of the Drain Commission will not interfere with the operation of the drain.

~~8. Amend Meeting Times/Review Policies and Procedures~~ - removed from agenda

~~9. Review Code of Ethics~~ - removed from agenda for time that multiple boards can review

10. Approve Payment of Water and Sewer Bonds

MOTION: Hoffman/Witkop to approve the Bonds of \$29,316.98, \$4,984.35 and \$9,765.00.

Roll Call Vote: Avery-yes; Byron-yes; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes
PASSED UNAN

11. Accept Bid for Removal of Tree in Bohemian Cemetery

Hoffman presented three bids on tree removal at the Bohemian Cemetery. She indicated that an arborist and a forester were both contacted for opinions on what to be done about these trees.

MOTION: Weatherholt/Byron to approve removal of trees in the Bohemian Cemetery by Helsel's not to exceed \$3000.00.

Roll Call Vote: Avery-yes; Byron-yes; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes
PASSED UNAN

~~12. Approval of DPW Budget Items~~ - removed from agenda and to be moved to another date

Correia Please keep this packet. This packet shows what is our portion of some of these bills. Peninsula Sewers are 2.5% of the DPW budget. Peninsula Water is 3.7%. We are a small user. Keep that in mind and we will have for next meeting.

13. School Board Resolution

Hoffman, Byron and **Rosi** met to review School Board Resolution. **Hoffman** presented the revised Resolution. Page 3 of the Resolution lists a new item that refers to the issue of a new administration building.

MOTION: Hoffman/Witkop to pass the School Board Resolution.

Roll Call Vote: Avery-yes; Byron-yes; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes
PASSED UNAN

14. Emergency Services Billing Discussion

Weatherholt states that Peninsula Township is in the middle of union negotiations. We have been instructed to not make any employment changes or changes to the operation of the Fire Department. This item has to do with billing of the EMS side. **Weatherholt** and Acting Chief **Rittenhouse** met with FireRecoveryUSA. Currently Northflight is doing the billing. This proposal changes the way EMS billing is handled. **Weatherholt** indicated that a 30-day notice needs to be given to Northflight billing to make this change to a new billing company. Chief **Rittenhouse** stated that the way ALS calls are handled will not be changed and that this is a three-year contract with FireRecoveryUSA. *Wendling* will review the contract and get back to Township.

MOTION: Avery/Witkop to support changing from Northflight Billing to FireRescue USA pending approval of contract by the Township Attorney.

Roll Call Vote: Avery-yes; Byron-no; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes
MOTION PASSES 6/1 Byron

Citizen Comments

Nikki Sobkowski, 18367 Mission Road would like to thank board for the resolution but schools can not use operating funds for capital improvement. She suggests that last item on resolution be changed. **Hoffman** will work on rewording and bring back during Board Comments.

Amy Lyman, 18420 Center Road would like the Town Board to exclude Eastern Elementary from the statement about the Administration Building.

Brad Bickle, 11328 Center Road has three items to share 1). AT& T as the ordinances are under review that there be a provision so that there is an amendment to any agreement. Amendment is in favor of AT&T. That there is an option to review every 5 years add that this amendment supersedes any items in that original lease so that we are not potentially exposed. 2). Fire & Rescue contract. Clarification needed under item #17 and 3). As a resident my full support of the Fire Department and I encourage my residents to visit the fire department. Chief Rittenhouse will show you the schedule. Our residents need to visit and show their support for our Fire Team. One last thought: The person doing the AT&T contract is a consultant. It may be worth consideration of this Board to hire their own consultant

Joann Westphal, 12414 Center Road wanted to take a moment and say she did misspeak about the master Plan. *Reardon* was right it was based on 2011 Master Plan. Westphal said there are two-year trend reports and Capital Improvement plans every two years. Ordinance language should be crystal clear and should reflect intent of Master Plan and be supported by good science. When Township hired McKenna her understanding was that we were trying to clarify language that was not easily understood or conflicted with other articles. Westphal then read some language examples from the Ordinance draft. The Zoning Ordinance has become more complex. **Byron** says that we have already given that feedback and perhaps *Westphal* could not be at that meeting. The corrections may not have been presented yet but it is still being reviewed. *Westphal* says the point is that she is encouraging Board to look at Ordinance to make sure that this is what we intended with the Master Plan; how can we make it easier for citizen's to understand what the rules are and how can the Township enforce the ordinance. Less is more in terms of Ordinance Language.

Board Comments

Hoffman would like to say that the Peninsula Township Board has always been in full support of the Fire Department.

Hoffman also informed Board that on June 11th the Clerk's meeting will be discussing the taping of meeting and listening to a presentation and give us some numbers. She will be bringing information back to the Town Board.

Avery The Board needs to respond to letters received and Record Eagle articles to let people know that some of these things are just not true. But some of it is harmful and we need to respond to it as a Board.

Avery also says that in regards to the tablets, having the ability to be able to go down to an index and hypertext would be helpful.

Hoffman rewrote the School Board Resolution final item to read: Whereas the TCAPS board has approved a large sum of money to build a new administration building. Whereas TCAPS renovated Old Mission School without future planning to have funds available to operate it.

MOTION: Avery/Byron to approve School Board Resolution as amended.

Roll Call Vote: Avery-yes; Byron-yes; Hoffman-yes; Correia-yes; Weatherholt-yes; Witkop-yes; Rosi-yes
PASSED UNAN

Weatherholt are we changing second meeting. Consensus is that it will be the Fourth Tuesday of the month at 7:00 P.M.

MOTION: Hoffman/Byron to adjourn at 12:02 P.M.

Respectfully submitted by Mary Ann Abbott, Recording Secretary.

Pay Code ID	Distribution	Sup Hours	Reg Hours	Reg Gross	Ot Hours	Ot Gross	Gross	Check Date
10001 - ABBOTT, MARY ANN								
MEETING	101-101-818.000	2.00	0.00	240.00	0.00	0.00	240.00	05/13/2016
MEETING	101-101-818.000	3.00	0.00	360.00	0.00	0.00	360.00	05/31/2016
MEETING	101-410-818.010	1.00	0.00	120.00	0.00	0.00	120.00	05/13/2016
MEETING	101-430-818.010	1.00	0.00	120.00	0.00	0.00	120.00	05/31/2016
Employee Totals:		7.00	0.00	840.00	0.00	0.00	840.00	
10005 - AKERLEY, SALLY A								
MEETING	101-209-703.000	2.00	0.00	160.00	0.00	0.00	160.00	05/13/2016
SALARY	S. AKERLEY	0.00	0.00	2,439.00	0.00	0.00	2,439.00	05/13/2016
SALARY	S. AKERLEY	0.00	0.00	2,439.00	0.00	0.00	2,439.00	05/31/2016
Employee Totals:		2.00	0.00	5,038.00	0.00	0.00	5,038.00	
10009 - AVERY, MARY A								
MEETING	208-751-818.010	1.00	0.00	120.00	0.00	0.00	120.00	05/13/2016
SALARY	M. AVERY	0.00	0.00	863.50	0.00	0.00	863.50	05/13/2016
SALARY	M. AVERY	0.00	0.00	1,421.37	0.00	0.00	1,421.37	05/31/2016
SICK/PERS	M. AVERY	0.00	11.10	219.59	0.00	0.00	219.59	05/13/2016
SICK/PERS	M. AVERY	0.00	9.40	185.96	0.00	0.00	185.96	05/31/2016
VAC	M. AVERY	0.00	26.50	524.24	0.00	0.00	524.24	05/13/2016
Employee Totals:		1.00	47.00	3,334.66	0.00	0.00	3,334.66	
10011 - AVERY, MARK D								
MEETING	206-106-703.FBD	1.00	0.00	80.00	0.00	0.00	80.00	05/13/2016
SALARY	101-101-702.000	0.00	0.00	224.63	0.00	0.00	224.63	05/13/2016
SALARY	101-101-702.000	0.00	0.00	224.63	0.00	0.00	224.63	05/31/2016
Employee Totals:		1.00	0.00	529.26	0.00	0.00	529.26	
10018 - BALL, MICHAEL B								
STAWK	206-000-706.000	0.00	36.00	496.08	0.00	0.00	496.08	05/13/2016
STAWK	206-000-706.000	0.00	24.00	330.72	0.00	0.00	330.72	05/31/2016
Employee Totals:		0.00	60.00	826.80	0.00	0.00	826.80	
10020 - BRYAN, MICHAEL G								
RUNS	206-000-706.000	0.50	0.00	6.89	0.00	0.00	6.89	05/31/2016
STAWK	206-000-706.000	0.00	50.50	695.89	0.00	0.00	695.89	05/13/2016
STAWK	206-000-706.000	0.00	48.00	661.44	0.00	0.00	661.44	05/31/2016
Employee Totals:		0.50	98.50	1,364.22	0.00	0.00	1,364.22	

Pay Code ID	Distribution	Sup Hours	Reg Hours	Reg Gross	Ot Hours	OT Gross	Gross	Check Date
10026 - BLACKMER, GRANT J								
RUNS	206-000-706.000	2.00	0.00	26.00	0.00	0.00	26.00	05/13/2016
RUNS	206-000-706.000	16.00	0.00	208.00	0.00	0.00	208.00	05/31/2016
STAWK	206-000-706.000	0.00	68.50	890.50	0.00	0.00	890.50	05/13/2016
STAWK	206-000-706.000	0.00	51.50	669.50	0.00	0.00	669.50	05/31/2016
Employee Totals:		18.00	120.00	1,794.00	0.00	0.00	1,794.00	
10045 - BYRON, JILL C								
SALARY	101-101-702.000	0.00	0.00	224.63	0.00	0.00	224.63	05/31/2016
SALARY	101-101-703.000	0.00	0.00	224.63	0.00	0.00	224.63	05/13/2016
Employee Totals:		0.00	0.00	449.26	0.00	0.00	449.26	
10060 - CORREIA, PETER A								
INS	101-171-702.000	0.00	0.00	428.82	0.00	0.00	428.82	05/31/2016
SALARY	101-171-702.000	0.00	0.00	1,955.63	0.00	0.00	1,955.63	05/13/2016
SALARY	101-171-702.000	0.00	0.00	1,955.63	0.00	0.00	1,955.63	05/31/2016
Employee Totals:		0.00	0.00	4,340.08	0.00	0.00	4,340.08	
10147 - HAMILTON, DEBORAH A								
MEETING	101-101-818.000	1.00	0.00	120.00	0.00	0.00	120.00	05/13/2016
MEETING	101-410-818.010	1.00	0.00	120.00	0.00	0.00	120.00	05/31/2016
MEETING	208-751-818.010	1.00	0.00	120.00	0.00	0.00	120.00	05/13/2016
SALARY	D. HAMILTON	0.00	0.00	1,528.20	0.00	0.00	1,528.20	05/13/2016
SALARY	D. HAMILTON	0.00	0.00	1,488.64	0.00	0.00	1,488.64	05/31/2016
SICK/PERS	D. HAMILTON	0.00	1.50	29.67	0.00	0.00	29.67	05/13/2016
SICK/PERS	D. HAMILTON	0.00	1.50	29.67	0.00	0.00	29.67	05/31/2016
VAC	D. HAMILTON	0.00	2.50	49.46	0.00	0.00	49.46	05/13/2016
VAC	D. HAMILTON	0.00	4.50	89.02	0.00	0.00	89.02	05/31/2016
Employee Totals:		3.00	10.00	3,574.66	0.00	0.00	3,574.66	
10148 - HAINES, NICHOLAS								
OT	206-000-704.000	0.00	0.00	0.00	4.00	34.28	34.28	05/31/2016
RUNS	206-000-704.000	7.00	0.00	119.77	0.00	0.00	119.77	05/31/2016
SICK/PERS	206-000-704.000	0.00	12.00	205.32	0.00	0.00	205.32	05/31/2016
STAWK	206-000-704.000	0.00	121.00	2,070.31	0.00	0.00	2,070.31	05/13/2016
STAWK	206-000-704.000	0.00	108.00	1,847.88	0.00	0.00	1,847.88	05/31/2016
Employee Totals:		7.00	241.00	4,243.28	4.00	34.28	4,277.56	
10151 - HARVEY, ROBERT J								
STAWK	206-000-706.000	0.00	12.00	165.36	0.00	0.00	165.36	05/31/2016

Employee Hours and Gross by GL Number Report
For Check Dates 05/01/2016 to 05/31/2016

Pay Code ID	Distribution	Sup Hours	Reg Hours	Reg Gross	Ot Hours	Ot Gross	Gross	Check Date
10165 - HOFFMAN, MONICA A								
SALARY	101-215-702.000	0.00	0.00	1,955.63	0.00	0.00	1,955.63	05/13/2016
SALARY	101-215-702.000	0.00	0.00	1,955.63	0.00	0.00	1,955.63	05/31/2016
Employee Totals:		0.00	0.00	3,911.26	0.00	0.00	3,911.26	
10191 - INNES, SHAUN								
RUNS	206-000-706.000	2.00	0.00	25.48	0.00	0.00	25.48	05/13/2016
RUNS	206-000-706.000	2.00	0.00	25.48	0.00	0.00	25.48	05/31/2016
Employee Totals:		4.00	0.00	50.96	0.00	0.00	50.96	
10263 - LIPE, CODY E								
STAWK	206-000-706.000	0.00	72.00	992.16	0.00	0.00	992.16	05/13/2016
STAWK	206-000-706.000	0.00	92.50	1,274.65	0.00	0.00	1,274.65	05/31/2016
Employee Totals:		0.00	164.50	2,266.81	0.00	0.00	2,266.81	
10316 - PIEHL, SUSAN L								
HOURLY	101-173-704.000	0.00	61.00	1,171.81	0.00	0.00	1,171.81	05/13/2016
HOURLY	101-173-704.000	0.00	68.00	1,306.28	0.00	0.00	1,306.28	05/31/2016
Employee Totals:		0.00	129.00	2,478.09	0.00	0.00	2,478.09	
10317 - REAMER, CORY J								
RUNS	206-000-706.000	1.00	0.00	12.74	0.00	0.00	12.74	05/13/2016
RUNS	206-000-706.000	8.00	0.00	101.92	0.00	0.00	101.92	05/31/2016
Employee Totals:		9.00	0.00	114.66	0.00	0.00	114.66	
10321 - RITTENHOUSE, RANDY J								
OT	206-000-704.000	0.00	0.00	0.00	4.00	34.28	34.28	05/31/2016
RUNS	206-000-704.000	1.00	0.00	17.11	0.00	0.00	17.11	05/13/2016
RUNS	206-000-704.000	16.00	0.00	273.76	0.00	0.00	273.76	05/31/2016
STAWK	206-000-704.000	0.00	108.00	1,847.88	0.00	0.00	1,847.88	05/13/2016
STAWK	206-000-704.000	0.00	120.00	2,053.20	0.00	0.00	2,053.20	05/31/2016
Employee Totals:		17.00	228.00	4,191.95	4.00	34.28	4,226.23	
10326 - ROSE, PENELOPE S								
SALARY	101-101-702.000	0.00	0.00	224.63	0.00	0.00	224.63	05/31/2016
SALARY	101-101-703.000	0.00	0.00	224.63	0.00	0.00	224.63	05/13/2016
Employee Totals:		0.00	0.00	449.26	0.00	0.00	449.26	

Employee Hours and Gross by GI Number Report
For Check Dates 05/01/2016 to 05/31/2016

Pay Code ID	Distribution	Sup Hours	Reg Hours	Reg Gross	Ot Hours	OT Gross	Gross Check Date
10329 - SARBER, KYLE C							
RUNS	206-000-706.000	2.00	0.00	27.56	0.00	0.00	27.56 05/31/2016
STAWK	206-000-706.000	0.00	63.50	875.03	0.00	0.00	875.03 05/13/2016
STAWK	206-000-706.000	0.00	102.00	1,405.56	0.00	0.00	1,405.56 05/31/2016
Employee Totals:		2.00	165.50	2,308.15	0.00	0.00	2,308.15

10331 - SCHULTZ, GINGER M							
HOURLY	508-000-707.000	0.00	50.00	800.00	0.00	0.00	800.00 05/13/2016
HOURLY	508-000-707.000	0.00	57.50	920.00	0.00	0.00	920.00 05/31/2016
Employee Totals:		0.00	107.50	1,720.00	0.00	0.00	1,720.00

10332 - SCHOOLMASTER, CLAIRE E							
MEETING	101-420-702.000	5.00	0.00	400.00	0.00	0.00	400.00 05/31/2016
SALARY	101-420-702.000	0.00	0.00	1,516.67	0.00	0.00	1,516.67 05/13/2016
SALARY	101-420-702.000	0.00	0.00	1,516.67	0.00	0.00	1,516.67 05/31/2016
Employee Totals:		5.00	0.00	3,433.34	0.00	0.00	3,433.34

10334 - REARDON, MICHELLE L							
MEETING	101-400-703.000	4.00	0.00	320.00	0.00	0.00	320.00 05/31/2016
SALARY	101-400-702.000	0.00	0.00	2,076.74	0.00	0.00	2,076.74 05/13/2016
SALARY	101-400-702.000	0.00	0.00	1,791.09	0.00	0.00	1,791.09 05/31/2016
SICK/PRRS	101-400-702.000	0.00	10.00	291.47	0.00	0.00	291.47 05/13/2016
SICK/PRRS	101-400-702.000	0.00	18.80	547.97	0.00	0.00	547.97 05/31/2016
VAC	101-400-702.000	0.00	1.00	29.15	0.00	0.00	29.15 05/31/2016
Employee Totals:		4.00	29.80	5,056.42	0.00	0.00	5,056.42

10373 - STROM, BRENT J							
OT	206-000-704.000	0.00	0.00	0.00	28.00	239.96	239.96 05/31/2016
STAWK	206-000-704.000	0.00	120.00	2,053.20	0.00	0.00	2,053.20 05/13/2016
STAWK	206-000-704.000	0.00	120.00	2,053.20	0.00	0.00	2,053.20 05/31/2016
Employee Totals:		0.00	240.00	4,106.40	28.00	239.96	4,346.36

10374 - STROM, RYAN J							
STAWK	206-000-706.000	0.00	12.00	165.36	0.00	0.00	165.36 05/31/2016
Employee Totals:		0.00	12.00	165.36	0.00	0.00	165.36

10412 - VANDERMEY, THOMAS J							
RUNS	206-000-706.000	1.00	0.00	13.00	0.00	0.00	13.00 05/13/2016
RUNS	206-000-706.000	12.00	0.00	156.00	0.00	0.00	156.00 05/31/2016
STAWK	206-000-706.000	0.00	12.00	156.00	0.00	0.00	156.00 05/31/2016

PENINSULA TOWNSHIP FISCAL 2016-2017 REGULAR MEETING DATES

	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March
Town Board	12 th	10 th	14 th	12 th	9 th	13 th	11 th	*15 th	13 th	10 th	14 th	14 th
Town Board**	25 th	23 rd	28 th	26 th	23 rd	27 th	25 th	22 nd	27 th	24 th	28 th	28 th
P.C.	18 th	16 th	20 th	18 th	15 th	19 th	17 th	21 st	19 th	*23 rd	*27 th	20 th
Z.B.A.	14 th	12 th	9 th	14 th	11 th	8 th	13 th	10 th	8 th	12 th	9 th	9 th
Park Commission	6 th	4 th	1 st	6 th	3 rd	7 th	5 th	2 nd	7 th	4 th	1 st	1 st
Fire Board	4 th	2 nd	6 th									

All meetings are held at the Town Hall at 7:00 pm unless otherwise posted. Note: All meeting dates are tentative.

* Meeting changed from originally scheduled date.

** Meetings to be held at 7:00 p.m.

Monica A. Hoffman CMMC/CMC
Clerk

Revised and approved June 14, 2016 / posted June 15, 2016

Monica Hoffman

From: Mary Shultz <marylois@me.com>
Sent: Sunday, May 29, 2016 2:42 PM
To: clerk@peninsulatownship.com
Subject: Permission for Legion Signage

Monica,

Would you please put the Old Mission American Legion Post 399 on a June agenda. We would like permission to do our usual signage for the annual pig roast being held August 20, 2016.

We will be using the sign in front of Charlie Doe's home for about 2 weeks with the signage to be removed by the next day and roadside signs the day before and the day of.

If there is any questions, please call me at 223-7721.

Thank you,

Mary Shultz, Secretary=

1. Sponsor Information

Sponsor: Joel Gaff, Jr. on behalf of Endurance Evolution, LLC

Sponsor Address 120 E. Front St., 2nd Floor
& Contact Information: Traverse City, Michigan 49684
Ph. (231) 715-1406

2. Event Description-

2.1 Type of Event- Multisport event consisting of swimming, cycling, and running. The event will include five (5) sub-divisions (sprint, half-distance, and olympic distance triathlon, duathlon, and an open water swim). There will be a maximum of 550 participants across all sub-divisions combined. The estimate of total persons in attendance including participants, staff, volunteers, and spectators is 900.

2.2 Location- The race will begin and transition at the Bowers Harbor Boat Launch on Peninsula Dr. and end at the Bowers Harbor Park on Bowers Harbor Rd. The races will utilize various county and state roads in the Township. Please see the enclosed course map for detailed route information. Parking will be located on the Bowers Harbor Park Expansion site.

Bowers Harbor Park is operated by Peninsula Township Park Commission. On March 2, 2016 the Park Commission discussed and approved this use of the future park.

The Bowers Harbor Boat Launch is owned and managed by the State of Michigan Department of Natural Resources. The applicant has indicated he is in conversations with the State regarding use of the land. Any final approval should be conditioned upon obtaining permission from the State to use this property.

The race courses will also cross property owned by AcenTek., Grand Traverse Regional Land Conservancy and one (1) private property owner. The event sponsor has provided permissions for this from these land owners as they have done in years past.

There are no requested road closures as part of this event.

2.3 Date and Time- The race proper will occur on Sunday, August 21, 2016 beginning at 7:30 AM and concluding by 4:00 PM. The event sponsors will begin set up for the event on Saturday, August 20, 2016 at 2:00 PM and conclude tear-down by 6:00 PM on Sunday, August 21, 2016. There is a timeline of the entire event and a detailed breakdown of the timeline of the race proper included in the submitted application.

2.4 Notification to Township Residents- The applicant has included proofs of the two (2) required notices to residents within 300 feet of the event. The proofs are in compliance with the standards of the ordinance. The first postcard was mailed on Friday, May 27, 2016 as required. Per the ordinance the second postcard will be mailed between July 22 and August 6, 2016 should the event be approved by the Township.

2.5 Signage- The submitted application includes a signage plan and renderings of proposed signage for the event. The applicant has worked with the Michigan Department of Transportation and the signage is intentionally cohesive in design.

2.6 Provision of Services- The applicant has submitted a narrative regarding the proposed mitigation of race impacts (i.e. noise, trespass) and the provision of emergency and necessary services on-site (i.e. first responders, sanitary facilities). This event is the 8th annual occurrence of the Traverse City Triathlon sponsored by Endurance Evolution. The sponsor has historically worked with the Township to ensure proper provisions of services are planned for the event. The pre-application meeting between the event sponsor, the Planning & Zoning Department, the Peninsula Fire Department, and the Grand Traverse County Sheriff's Office race occurred on May 4, 2016.

2.7 Site Plan- Three site plans have been provided with the application submission; overview, start/transition, and swim.

The overview site plan indicates the following structures to be located on Township property:

- five (5) sponsor tents;
- one (1) merchandise tent;
- four (4) waste receptacles;
- one (1) finish arch,
- an announcers station with two (2) public address system speakers; and
- three (3) stations; food, volunteer check in, and race results.

The general location of these structures is near and under Pavilion #1 at Bowers Harbor Park.

The start/transition site plan indicates the following structures to be located on the DNR owned property:

- seven (7) porta-johns; and
- multiple bike racks.

The swim site plan indicates the placement of several temporary buoys in the water.

Each of the site plans show the required information as outlined in the ordinance.

2.8 Parking- With a maximum of 900 persons in attendance the sponsor shall provide 300 available parking spaces. The overview site plan indicates a parking area that will accommodate 616 parking spaces.

2.9 Insurance – The sponsor has indicated that insurance will be provided through USA Triathlon as it has been in the past. Approval should be conditioned upon receipt of the insurance certificate.

2.10 Multi-Year Approval – Based on a conversation with the sponsor this application is seeking a multi-year approval. The ordinance language allows the Township Board to issue a permit for up to three consecutive years provided there are no changes to the application and no more than a ten percent (10%) increase in participants from initial approval.

3. Basis for Determination-

3.1 The Township Board shall find that each proposed event meets the following standards.

(a) That the sponsor can legally apply for an event permit.

The sponsor has received permission from the Peninsula Township Park Commission, and all property owners subject to the course route. Based on these permissions being obtained, the sponsor is able to apply for an event permit.

(b) That the event meets the requirements of Peninsula Township for fire and police protection, water supply, sewage disposal or treatment, storm drainage and other public facilities and services.

The sponsor has been working with Peninsula Fire Department and the County Sheriff's office for the past seven (7) years of this event. The staffing levels are determined by a consensus of these parties and paid for by the sponsor of the event. The 2015 event increased staffing levels for this event based on feedback from prior year events as well as the addition of the half-distance route. The staffing levels of 2015 were sufficient as determined through post-race meetings and shall be continued for the 2016 event. The costs incurred by the staffing levels will be paid by the event sponsor.

There are a total of eleven (11) porta-johns planned for the start and the finish lines as well as along the course where necessary. These temporary structures will be removed from the site(s) by 6:00 PM, Sunday, August 21, 2016. This placement and removal plan will ensure the responsible disposal of all sewage waste by the sponsor.

Water will be supplied by the sponsor through a series of aid stations along the course route and at the start and finish lines.

There is no anticipated impact on storm drainage.

No township roads will be closed during this event. The Grand Traverse County Sheriff Department and event sponsor volunteers will be present at key intersections along the race course to manage participant/vehicle interactions throughout the day.

(c) That the event meets the standards of all other governmental agencies where applicable, and the approval of these agencies has been obtained or is assured.

The sponsor has received permission from the Peninsula Township Park Commission and all land owners regarding use of property. No other governmental agency permissions are required.

(d) That the parking layout will not adversely affect the flow of traffic within the site, or to and from the adjacent streets.

The parking area is located on the southern boundary of the Bowers Harbor Park Expansion area. There is a single point of access from Devils Dive Rd. This single point should allow for the sponsor to easily direct traffic both onto and off the site as well as on-site circulation. No parking is proposed on the currently developed park area allowing for full access on race day.

(e) That vehicular and pedestrian traffic within the site(s) and course, and in relation to streets and sidewalks serving the site, shall be safe and convenient.

The sponsor is proposing to guide pedestrian traffic through the existing pathways located at the developed Bowers Harbor Park. This will assist in reducing the number of pedestrian crossings on Peninsula Dr. and increase safety for the pedestrian attendees.

(f) That outdoor storage of garbage is located so as to not be nuisance to the subject property or neighboring properties and a plan for removal upon completion of the event is outlined.

The sponsor has planned for four (4) waste disposal sites at the finish area and near parking. The sponsor has also indicated that Endurance Evolution will remove all trash at the conclusion of the event.

(g) That the sponsor(s) have an adequate plan to assure that all signage approved in conjunction with the event be removed within 24 hours of the end of the event.

The signage proposed is temporary in nature and should be removed by the sponsor in the “tear-down” process.

(h) That the event will not have a substantially negative impact on township or county resources or adjacent properties. When considering this standard, the Township Board shall consider the type, time of year, and impact of the proposed event as well as the impact and number of previously approved events in the same calendar year, and shall apply this standard in a manner to avoid overuse of township or county resources or to avoid repetitive, negative impacts on the same adjacent property or properties.

The proposed event has a maximum number of registered participants of 550 and will occur on public property and roads. None of these public assets will be closed to the public during the event. The necessary emergency responders will be secured by a contract and paid for by the sponsor. The event will occur in late summer and there are no other annual events at this time.

In addition, the Township Board shall find adequate evidence that each event will:

(i) Not be hazardous to existing uses in the same general vicinity.

The participants will be running, biking and swimming during the event. None of the identified activities pose a threat to existing uses in the vicinity. Emergency responders will be on hand to address any hazardous situation that may arise.

(ii) Be served adequately by essential facilities and services such as highways, streets, police, fire protection, drainage structures, refuse disposal, and water and sewage facilities.

The proposed event will be accessed by and conducted on public roads. The sponsor will contact with the necessary emergency services and will provide the necessary refuse, water and sewage facilities.

(iii) Not create additional requirements at public cost for public facilities and services.

The sponsor will cover the costs for all additional services (i.e. waste disposal, fire and police) through contractual services.



Permit Application for the
Traverse City Triathlon
Sunday, August 21, 2016

Contents

Event Details	3-4
Public Hearing Notification Postcard	5
Resident Notification Postcard	6
Detailed Event Information	7
Site Plan - Overview	8
Site Plan - Start / Transition	9
Site Plan - Swim	10
Bike Course - Sprint, Olympic, Duathlon	11
Bike Course - Half Distance	12
Run Course - Overview	13
Run Course - Half Distance	14
Run Course - Olympic	15
Run Course - Sprint	16
Run Course - Duathlon Run #1	17
Run Course - Duathlon Run #2	18
Signage Plan	19
Signage Renderings	20
Timeline of Races	21
Property Permissions	22-34

Event Details

8th Annual Traverse City Triathlon
Sunday, August 21, 2016

Endurance Evolution
120 E. Front St, 2nd Floor.
Traverse City, MI 49684
(231) 715-1406

Race Director: Joel Gaff, Jr.
Assistant Race Director: Morgan Johnson
tctriathlon@enduranceevolution.com

Event Date(s)

- Sunday, August 21, 2016 (Sunday August 20, 2017 / Sunday, August 19, 2018)

Event Times

- Set up on Saturday, August 20 starting at 2:00pm
- Event starting time: Sunday, August 21, 7:30am
- Event will be complete by Sunday, August 21, 4:00pm

Saturday, August 20, 2016

1:00-8:00pm Race set up at Bowers Harbor

Sunday, August 21, 2016

6:00-7:00 am	Registration and packet pick up at Bowers Harbor Park
6:00-7:15 am	Transition area open for ALL athletes to set up
7:15 am	Race briefing at transition (required for HALF athletes)
7:30 am	Wave 1: Half-distance triathlon and half-distance relays
7:45 am	Race briefing at transition (sprint, Olympic, duathlon)
8:00 am	Wave 2: Olympic triathlon (men), open water swim (men)
8:02 am	Wave 3: Duathlon (all)
8:05 am	Wave 4: Olympic triathlon (women), Olympic relays (all), open water swim (women)
8:30 am	Wave 5: Sprint triathlon (men), sprint relays (all)
8:35 am	Wave 6: Sprint triathlon (women)
9:20 am	Swim course closes
11:15 am (approximate)	Transition area opens for sprint, Olympic, duathlon bike/gear retrieval
11:20 am	Sprint, Olympic, duathlon awards ceremony at Bowers Harbor Park
1:00 pm	Bike course closes
3:30 pm	Run course closes
3:45 pm (approximate)	Half-distance awards ceremony at Bowers Harbor Park
4:00 pm	Tear-down begins
6:00 pm	Tear-down complete

Event Details

Event Description

- This event is a multisport event consisting of swimming, cycling, and running. The event has several sub-divisions that will take place concurrently on race day:
 - Sprint triathlon: 750m swim, 20km bike, 5km run
 - Olympic triathlon: 1.5km swim, 40km bike, 10km run
 - Half-distance triathlon: 1.2 mile swim, 56 mile bike, 13.1 mile run
 - Duathlon: 1.8 mile run, 20km bike, 5km run
 - Open water swim: 1.5km swim

Event Location

- The event will start at the Bowers Harbor DNR boat launch. This area will also serve as the transition area where participants will switch from the swim to the bike, and bike to run. The event will finish at pavilion #1 at Bowers Harbor Park. Please see attached course maps for details on the courses.

Number of Participants

- The event will be capped at a total of 550 participants. Total number of people attending the event, including spectators, is estimated at 900.

Public Hearing Notification Postcard, 4"x6"

PLEASE TAKE NOTICE that the Peninsula Township Board will hold a public hearing on May 10 at 7:00 p.m. at the Peninsula Township Hall, 13235 Center Road, Traverse City, MI 49686, (231) 223-7322. The following applicant will be heard:

Applicant: Endurance Evolution, LLC

Request: Permit application for 8th annual Traverse City Triathlon, 8am - 3:30pm on August 21, 2016

Location: Bowers Harbor area and various roads as noted on the map to the right.

Please be advised that the public may appear at the public hearing in person or by council.

Site plan and application for the event are available for inspection at the Peninsula Township offices at 13235 Center Rd., Traverse City, MI 49686 no later than 4:30 PM on the date of the hearing.

Written comment may be submitted to Peninsula Township Planning & Zoning Department at 13235 Center Rd., Traverse City, MI 49686 no later than 4:30 PM on the date of the hearing.

If you are planning to attend the meeting and are disabled requiring any special assistance, please so notify the Planning & Zoning Department at (231) 223-7322 or call TDD at (231) 922-4766.

course.
Bowers Harbor boat launch (★) will be open during the race.
Dotted line (---) indicates a road that is part of the race

Endurance Evolution
 120 E. Front St., 2nd Floor • Traverse City, MI • 49684

Resient Notification Postcard, 5"x7"

Dear Resident,

On Sunday, August 21, 2016, the Old Mission Peninsula will host the eighth annual Traverse City Triathlon. From 6 am until 3:30 pm, up to 500 athletes will be cycling and running on the peninsula along with up to 400 fans. The beautiful landscapes and welcoming neighbors of Old Mission made for a great race last year and we kindly ask for your support again.

A map to the right indicates the roads that will be affected by the race. All roads will be open to vehicles during the race, but we ask that you use caution if you encounter racers while driving. Please, only pass when it is safe to do so and leave a three-foot space between vehicles and athletes. Likewise, athletes will be briefed to keep as far right as possible and to respect the private property that they pass during the race.

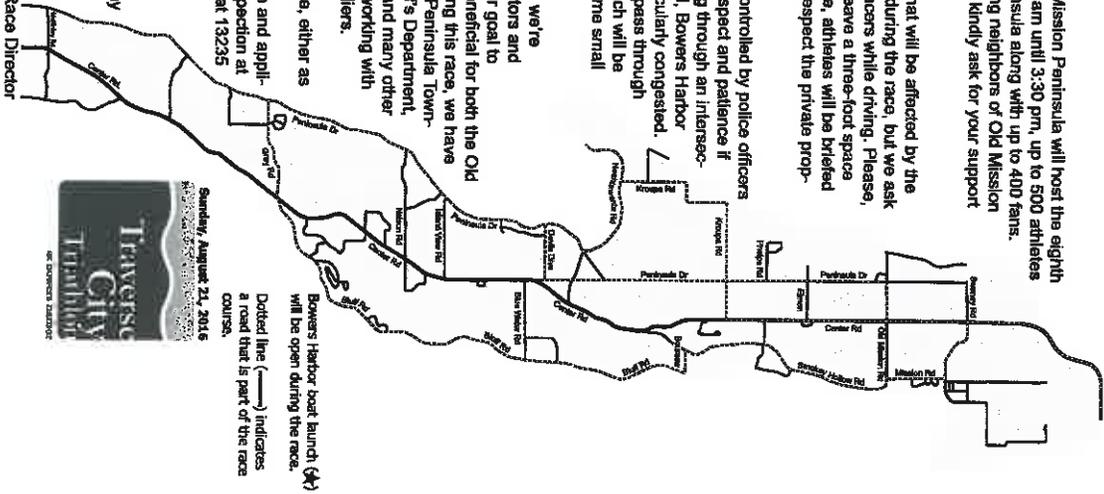
All intersections on the course will be controlled by police officers and trained volunteers. Please show respect and patience if you are asked to wait before proceeding through an intersection. The junction at Neethawanta Road, Bowers Harbor Road, and Peninsula Drive will be particularly congested. Please be prepared to wait if you must pass through this area. The Bowers Harbor boat launch will be open on race day, but please expect some small delays if you will be launching a boat.

As a Traverse City-based organization, we're proud to put on an event that draws visitors and their businesses to the community. It is our goal to create an event that is safe, fun, and beneficial for both the Old Mission area and the athletes. In planning this race, we have received approval and assistance from Peninsula Township, the Grand Traverse County Sheriff's Department, the Department of Natural Resources, and many other local authorities. We also take pride in working with local businesses as sponsors and suppliers.

If you would like to participate in the race, either as an athlete or a volunteer, please visit www.enduranceevolution.com. Site plan and application for the event are available for inspection at the Peninsula Township offices located at 13235 Center Rd., Traverse City, MI 49686.

We want to thank you in advance for sharing the roads with our athletes on Sunday, August 21. Should you have any questions or concerns, please feel free to contact us at 231-715-1408 or tctriathlon@enduranceevolution.com.

Sincerely,  Joel Saiff, Jr. - Race Director



 **enduranceevolution.**

120 E. Front St., 2nd Floor • Traverse City, MI • 49684
www.enduranceevolution.com

Detailed Event Information

Police and Fire Protection

- Police and fire protection will be contracted through Peninsula Twp. Fire Department, and the Grand Traverse County Sheriff's Department.
- Staffing to include 3-5 squad cars and deputies stationed along the course.
- This will include officers stationed along the course at key intersections

Medical Facilities and Services

- Medical and emergency services will be contracted through Peninsula Township Fire Department and Northflight.
- This will include ambulances at the Bowers Harbor area and on-course during the event. Additionally, it will include Peninsula Township rescue boat in the water during the swim portion of the event.
- Staffing to include Northflight ALS, Peninsula Twp BLS rigs at Bowers Harbor, and additional rigs on standby as needed.

Food and Water Supply Facilities

- Water from the existing Bowers Harbor Park spigot will be used to fill up a portion of the water containers to be used. Any other food and water will be brought on-site by Endurance Evolution or participation vendors.

Health and Sanitation Facilities

- Portable toilets will be located at the DNR boat launch (7-10 toilets), as well as at the finish area (3-4 toilets). See site plan.

Vehicle Access and Parking Facilities

- Parking will be at the Bowers Harbor Park property near Devil's Dive Rd. See attached site plan.

Cleanup and Waste Disposal

- Trash will be removed by Endurance Evolution at the conclusion of the event.

Noise Control and Trespass

- Participants and spectators will be informed to avoid private property while participating in the event. Site plans and maps will be provided to participants, and way finding measures (caution tape, cones, signage) will be in place on race day to remind participants and spectators where they are allowed to travel and spectate. There will be a small PA system at the finish area for announcing finisher's names and playing music as participants finish the event. Volume levels will be kept to those in accordance with the Peninsula Township Noise Ordinance No. 40.

Road Closures

- No roads will be closed for this event.

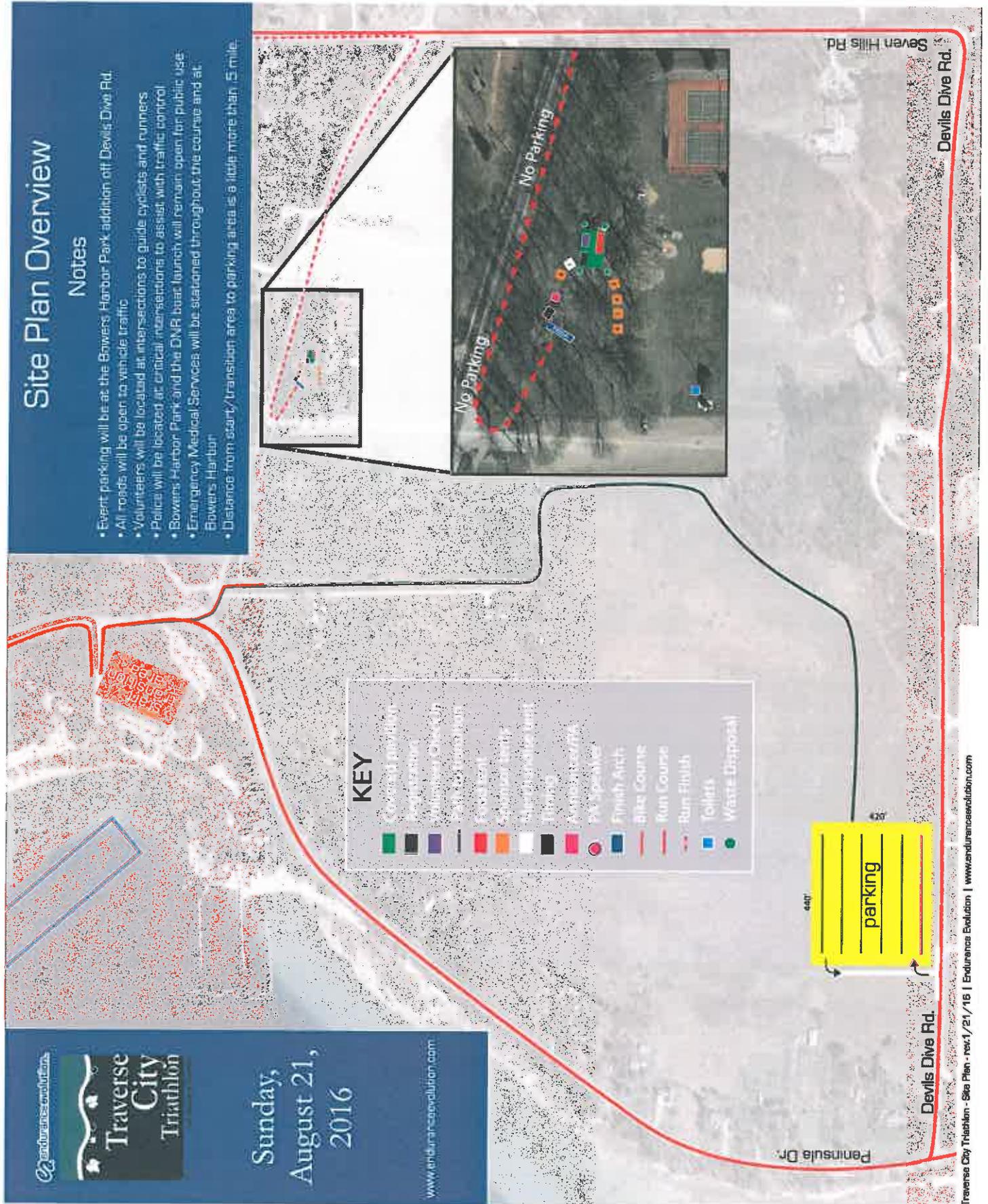
Insurance

- Insurance certificate will be provided through USA Triathlon, the sanctioning body of the event. Actual certificates will be delivered electronically to all required parties by early May 2016.

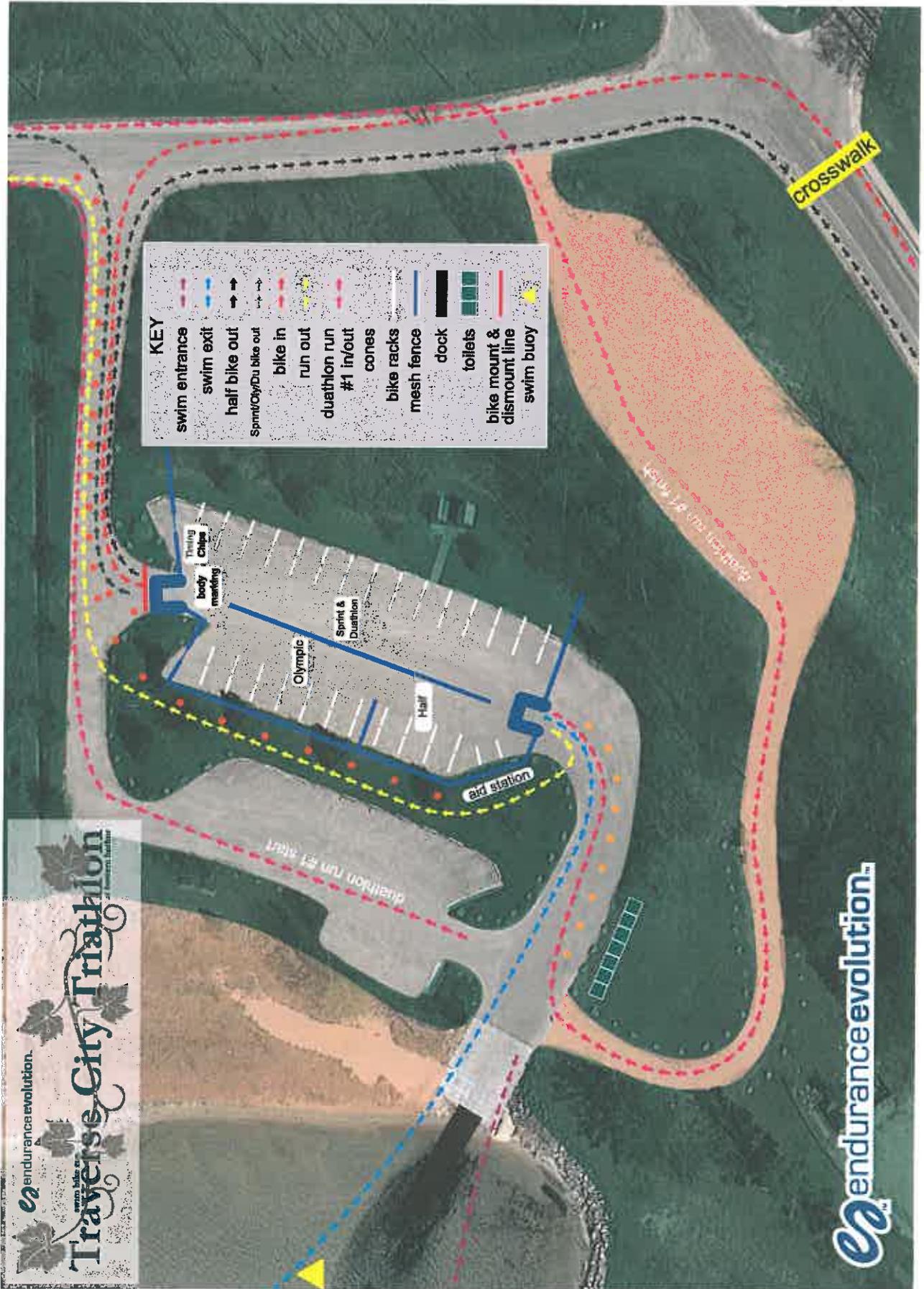
Resident Notification List

- To be provided by Peninsula Township

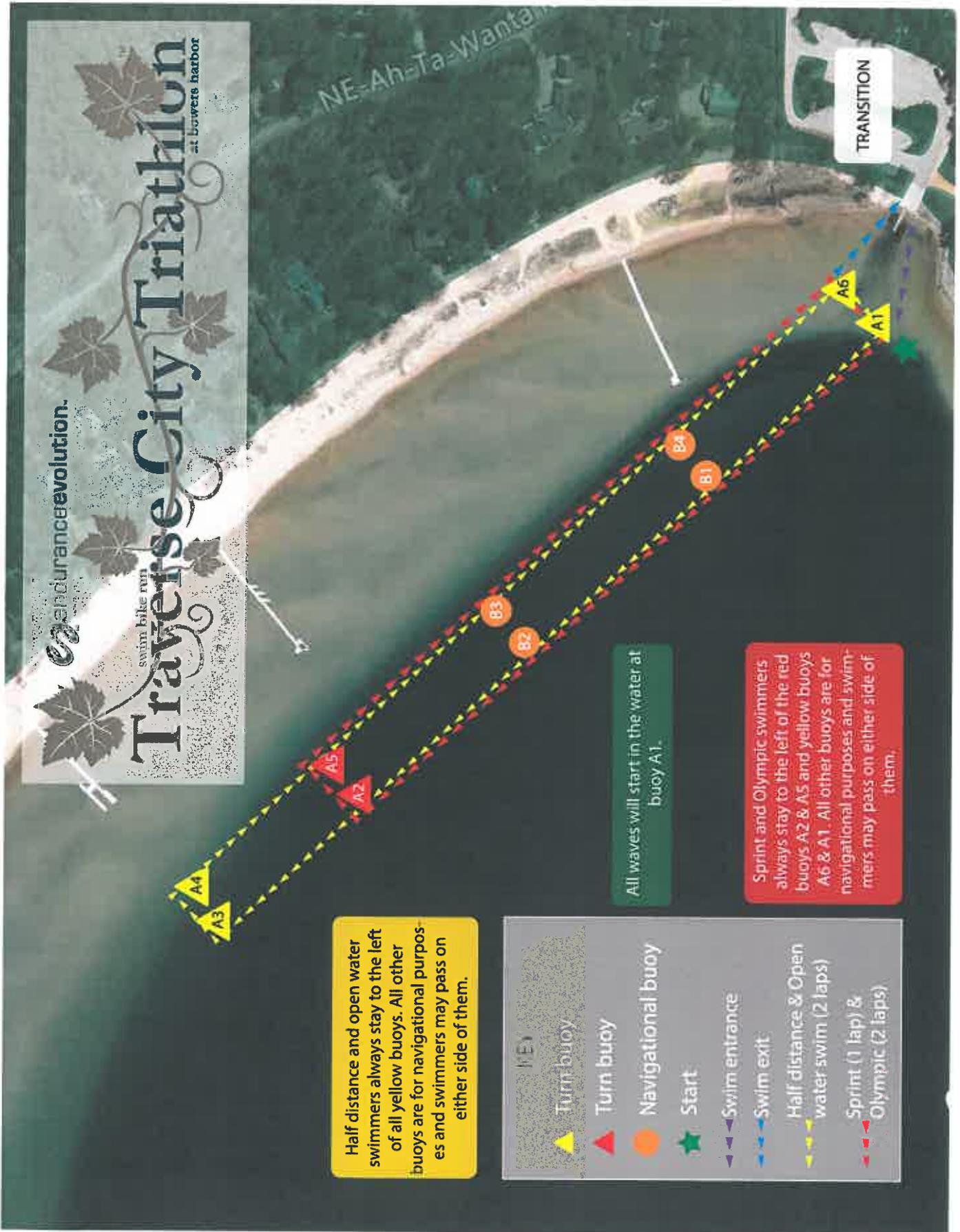
Site Plan - Overview



Site Plan - Start / Transition



Site Plan - Swim



Run Course Overview



Run Course - Half-Distance



Run Course - Olympic



Run Course - Sprint



Run Course - Duathlon #1



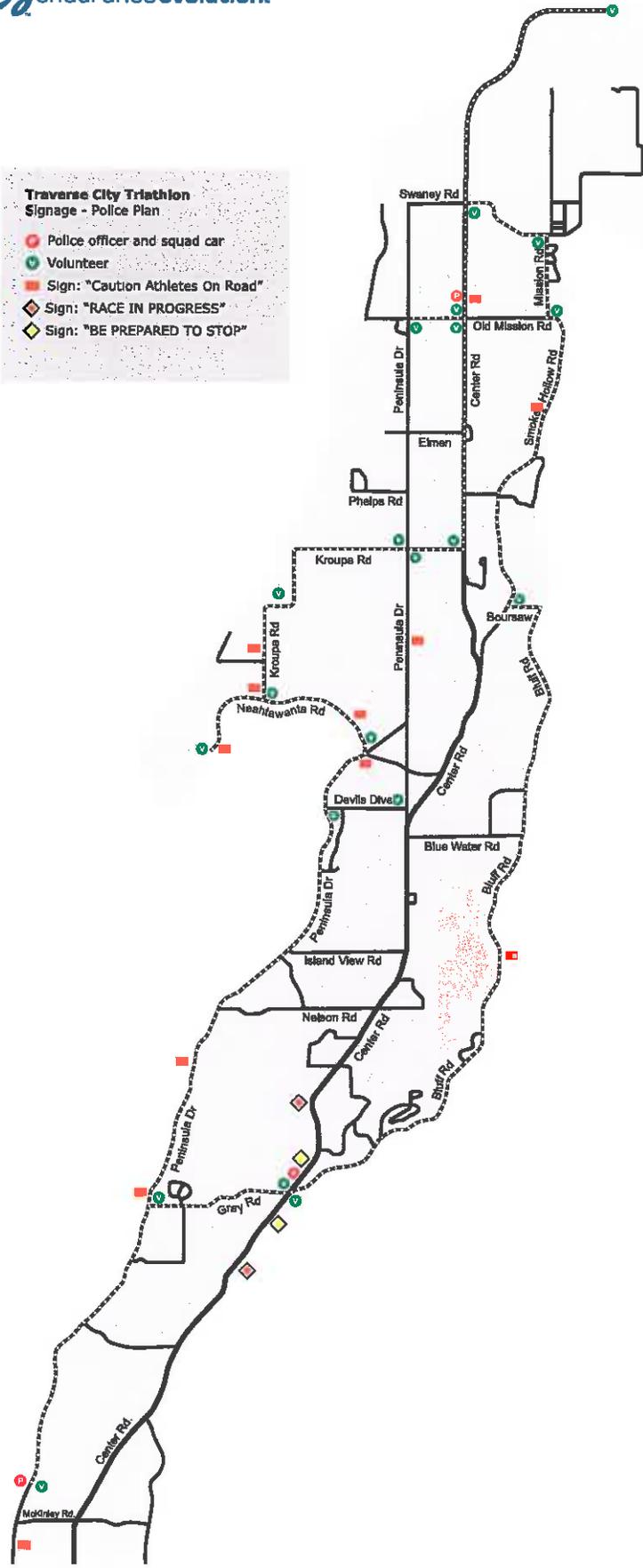
Run Course - Duathlon #2



Signage Plan

Traverse City Triathlon Signage - Police Plan

- Police officer and squad car
- Volunteer
- Sign: "Caution Athletes On Road"
- ◆ Sign: "RACE IN PROGRESS"
- ◆ Sign: "BE PREPARED TO STOP"



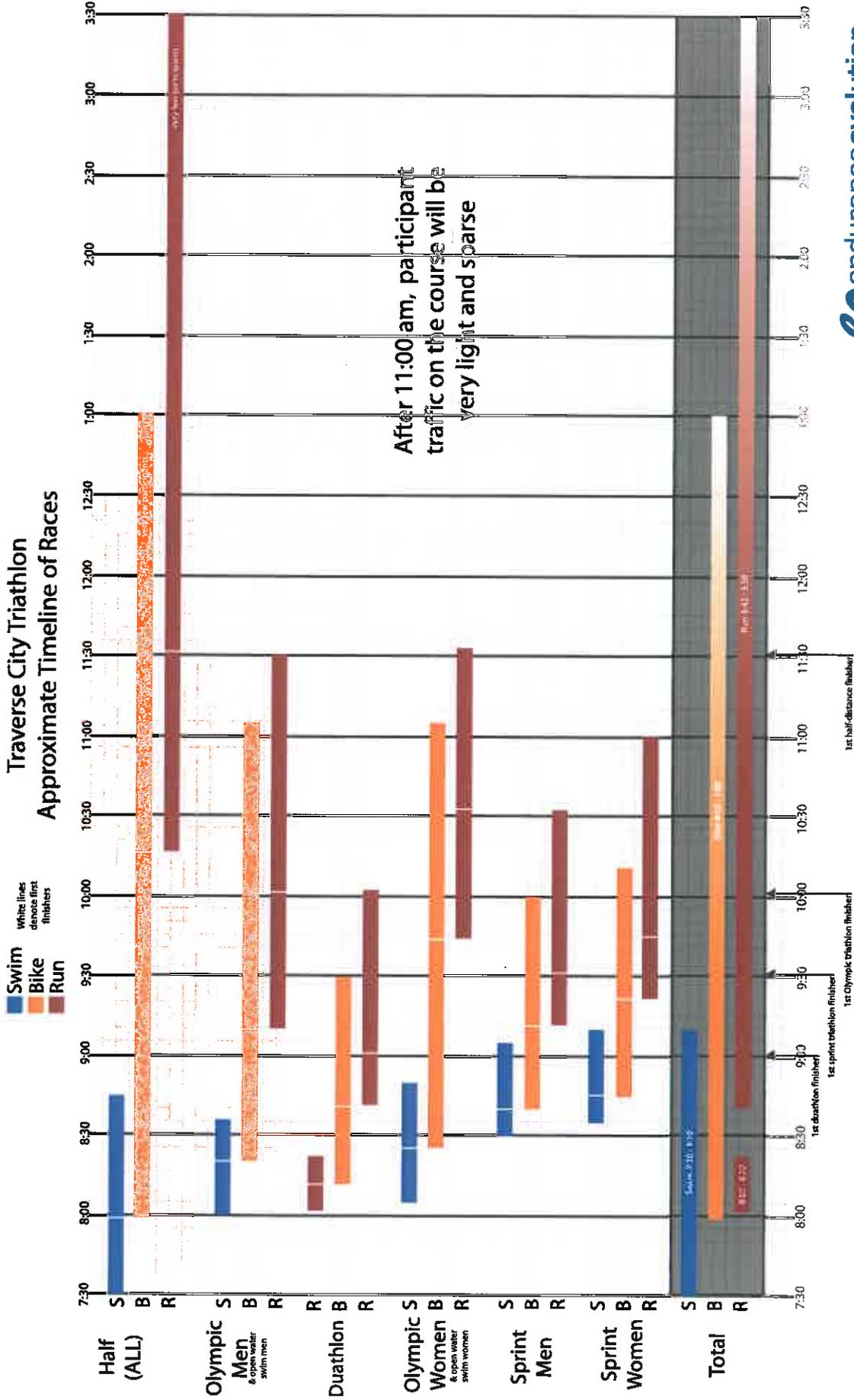
Signage Renderings



18" x 24"



Traverse City Triathlon Approximate Timeline of Races



Property Permissions

The following parties are landowners of property that the event will cross or occur upon. Contact information is noted for each, and correspondence/approval is for each is noted further below.

Peninsula Township - contact: Michelle Reardon, planner@peninsulatownship.com

Jack & Vi Solomonson property - contact: Meagan McLain - meaganamclain@gmail.com

Peninsula Township Parks - contact: Susie Shipman - shipman.parks@gmail.com

Acentek - contact: Tony Ruskowski - truskowski@acentek.net

Grand Traverse Regional Land Conservancy - contact: Angie Lucas - alucas@gtrlc.org

Michigan DNR - contact: Elissa Buck - BuckE1@michigan.gov

Property Permissions

Peninsula Twp. Parks Commission



Susie Shipman
on Mar 2



To: Joel Gaff and Morgan Johnson

Hi Joel,

Your request was approved at the meeting this evening. Good stuff.

I'll follow up with our current chairperson, Maura, to make sure her signature goes onto the application and in to Michelle.

On to the next step.

J. 2016 TC Triathlon Request

Shipman reviewed request. Request to move the finish back to Bowers Harbor Park because of distance from start and transition area. Having the finish at Pavilion 1 provides shade and a water source for the participants. Fire Chief also feels Pavilion 1 is a better place to assist participants at the end of the race. **Shipman** asked the Park Commission to consider the request. The request also will be going to the Township Board for approval. **MOTION : Shipman/Griffiths** to approve the 2016 TC Triathlon Request. **MOTION PASSED**

Jack & Vi Solomonson

To the client: Meagan McLain
On our team: Morgan Johnson

Hey Meagan,

Just following up to see if we've got the green light from your grandparents yet. Let me know if you need anything else from us.

Thanks :)
Joel



Joel Gaff
on Feb 9



Meagan McLain
on Feb 9



To: Joel Gaff and Morgan Johnson

I talked to my grandma today and we are all good :)

Property Permissions

Acentek

On Jan 6, 2016, at 11:40 AM, Tony Ruskowski wrote:

Joel

August 21st will work for you to use the property.

Tony

Tony Ruskowski

General Manager, Michigan

231-885-1000 phone

616-895-9911 phone

*truskowski@AcenTek.net *

Property Permissions

Grand Traverse Regional Land Conservancy



3860 North Long Lake Road, Suite D
Traverse City, MI 49684
231/929-7911 • 888/929-3866 toll free
FAX: 231-929-0433 • www.gtrfc.org • info@gtrfc.org

Special Use Permits

A Special Use Permit is required for any activity on GTRLC land that is not considered Regular Use and generally any activity that:

- is inconsistent with a Preserve's Rules
- has the potential to negatively impact the land or its natural features
- has the potential to negatively impact the experience of other users of the preserve
- gives an individual or group any type of exclusive use of the preserve for any period of time
- is commercial in nature or that has the potential to provide a private benefit to any individual or group

If any request for Special Use Permit is granted, GTRLC may require payment to cover staff time and administrative costs.

Regular Use at GTRLC Nature Preserves

Grand Traverse Regional Land Conservancy owns and manages several Nature Preserve/Natural Areas within Antrim, Grand Traverse, Kalkaska, Benzie, and Manistee Counties. Part of our mission is to advance land stewardship and we believe that providing recreational opportunities, when compatible with the land, will further our mission. Many of our Nature Preserves have well-established trails (some are marked and some are not marked) and we encourage the use of these trails and ask that visitors be respectful of our Preserve Rules, which are written in general below, but are different at each of our Nature Preserves (please look at the on-site Kiosk information, or contact GTRLC). Any other uses of the property require a Special Use Permit.

If you are unsure as to whether or not a particular use requires a Special Use Permit, please contact the Conservancy.

Please... When visiting the preserve:

- Remember that you are a visitor in the home of many wild creatures that depend on natural areas for their survival.
- Remain on established trails.
- Do not remove any plant, animal or other natural feature.
- Please keep dogs on a leash or under control so that everyone can enjoy the preserve, plants, animals, and humans alike. Don't forget to clean up after them too.
- Remember that all motorized vehicles (including snowmobiles), fires, camping and trash disposal are prohibited on preserves.

Take only pictures and memories; leave only footprints.

C:\Users\langie.GTRLC\Downloads\TCTri16-GTRLC Special Use Permit (1).docx

Nature Preserve Special Use Permit/Event Application

Preserve Name: Pyatt Lake	
Applicant: Joel Gaff, Jr.	Organization: Endurance Evolution
Phone: 231.715.1406	Email: tctriathlon@enduranceevolution.com
Address: 120 E. Front Street, 2 nd Floor, Traverse City, MI, 49684	
Description of special request: Use of two track road that runs west-east, north of Pyatt Lake. The road would be used as part of the run course for the Traverse City Triathlon. Approximately 450 runners would run along the road over a period of several hours (not all at once).	
Length of time - seasonally, single day event, ongoing, etc.: Single day: Sunday, August 21 st , 2016	
List any temporary facilities or structures that are needed (e.g. portable restrooms, tents, fences, signs): Possibly a few way-finding signs	
Potential impacts to property, natural resources, or other recreational uses of the land: Potential impact would include clearing of any large obstacles that would impede foot traffic, and the foot traffic itself would flatten/pack down the trail/road. Any negative impacts would be remedied by the event staff.	
Measures that will be taken to prevent and/or repair any damages caused by this activity: Signage to keep participants on course (the northern two track) and out of sensitive vegetation. Any negative impacts would be remedied by the event staff.	
What is the role of GTRLC (if any) in the activity? None are foreseen at this point. <i>Pre- and - post monitoring of the trail.</i>	
Is the proposed activity non-profit or commercial in nature? What benefit does the Applicant receive from the activity? The event is not non-profit. By using the Pyatt Lake area, we will be able to improve the flow of runner traffic in the Neahtawanta area, as well as adding a "trail" portion to the run portion of the race.	

Upon signing this Application, the Applicant agrees to the following:

Applicant shall make no use described in this Application unless and until it receives a copy signed by a GTRLC Staff Representative in the Signature Box below.

Applicant shall conduct all activities as described above and shall not conduct any activity that is not described above. Applicant shall also strictly follow any additional requirements below.

Applicant acknowledges that he/she is entirely responsible for the activity and the actions (whether permitted or not) of the Applicant, its employees, agents, activity organizers, volunteers, spectators, or participants while on the Preserve. The Applicant shall possess proof of liability insurance in the amount of ~~\$1 million~~ which shall be provided to GTRLC upon request. Applicant may also be required to provide a performance bond if requested by GTRLC.

Applicant shall restore the Preserve to the condition it existed prior to the Applicant's activities within 24 hours of completion of the activity. In the event that Applicant fails to restore the Preserve, then Applicant agrees to reimburse all costs to the Conservancy for restoration of the Preserve.

Applicant agrees to defend, indemnify and hold harmless the Grand Traverse Regional Land Conservancy and its staff and officers from any claims, liabilities, losses, lawsuits, judgments, expenses and damages including but not limited to those by or to the Applicant, its employees, agents, activity organizers, volunteers, spectators or participants, that result from the Applicant's use of the Preserve, whether the above occurs on the Preserve or not.

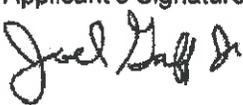
This Agreement is between Applicant and GTRLC only, and there are no intended third party beneficiaries. This Agreement shall not be construed to create any rights or liability for any third party.

This Agreement may be revoked at any time by GTRLC, at GTRLC's sole and exclusive discretion. If the GTRLC chooses to revoke and terminate the Agreement, it shall inform Applicant in writing, either by mail to the above address or by personal service. If GTRLC chooses not to exercise its right to revoke this Agreement as provided in this paragraph, the Agreement shall automatically terminate as described above.

Sponsorship, Promotion, Use of Logo: This Agreement shall not be construed as a GTRLC endorsement or sponsorship of any activity or event. Applicant shall not use the GTRLC name and/or logo in promotion or advertising of the activity or event, other than to describe its location, without written consent of GTRLC.

Applicant grants GTRLC permission to use photo/video of the activity and the likeness of all participants for any and all purposes, including but not limited to publications and website entries, without payment or any other consideration.

GTRLC comments and additional requirements, if any:

Applicant's Signature: 	Date: 1.20.16
GTRLC Staff Representative Signature: 	Date: 1-21-2016

Property Permissions

Michigan DNR



Michigan Department of Natural Resources

EVENT AGREEMENT

BETWEEN

THE STATE OF MICHIGAN, AS PERMITTER

AND

ENDURANCE EVOLUTION, LLC, AS PERMITTEE

This Event Agreement, hereinafter called the "Agreement", is entered into by the State of Michigan through its Department of Natural Resources (DNR), hereinafter called "Permitter," and Endurance Evolution, LLC, hereinafter called "Permittee," whose address is 923 S Maple Street, Traverse City, Michigan 49684 (Street address).

Permitter and Permittee, for consideration specified in this Agreement, agree to the following terms and conditions:

1. **DESCRIPTION OF PREMISES** - Permitter hereby grants to Permittee use of the Premises described as: **East side of lower Parking Area and Upper Parking lot, located within: Bowers Harbor Boating Access Site, as approved by Permitter.**
2. **USE OF PREMISES**
 - A. Permittee hereby acknowledges that the use and occupancy of the Premises shall be confined to the following specific uses:
 - 1) To host the Traverse City Triathlon (Transition Area). (see Attachment A for Event details)
 - 2) Any other use which is agreed to in writing by both parties.
 - B. Permittee shall obtain Permitter's prior consent, in writing, to use the Premises for any purpose not listed in this Section. Permitter may terminate this Agreement, if at any time, Permittee uses the Premises, without express written permission by Permitter, for purposes other than those enumerated in this Section.
 - C. Permittee agrees it does not have exclusive use of the Premises.

Page 1 of 7

D. PROHIBITED ACTIVITIES - The following activities on the Premises are prohibited:

- 1) Authorizing public use of Premises in violation of any State law, order or regulation.
- 2) Use, promotion, or sale of Alcohol and/or Fireworks, unless approved under Section 15 of the Special Conditions. (see Attachment A)
- 3) Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written consent of the Permittee.
- 4) Storage of equipment, placement of signs, or use of camping trailers or tents without prior written approval of Permittee.
- 5) Any clearing activity.
- 6) Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.
- 7) Disposal of trees, tree tops, branches, roots, stumps, and other vegetative debris onto the Premises.
- 8) Authorization of "Naming Rights" for any portion of the Premises without prior Permittee approval.

E. Permittee may terminate this Agreement, if prohibited activities occur on the Premises at any time during the term of this Agreement.

3. **WASTE** - Permittee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the Premises for any unlawful purpose.
4. **TERM** - Permittee shall grant use of the Premises to Permittee for hosting the **Traverse City Triathlon Event**, for a 4 year initial term of possession beginning at 12:01 a.m. on January 1, 2016, and ending at midnight on December 31, 2019. The beginning and ending Agreement term dates may be altered by mutual written consent to reflect the actual date of occupancy.
5. **FEE** - Permittee shall pay an annual Event Fee in the amount of \$400 for the first year (which includes a \$50 Application Fee and a \$50 Review Fee), and \$300 for each additional Event year.

In addition, any electricity/water use will be added at a cost of \$ N/A per day.

Payment is due no later than:

- First Event Year – Thirty(30) days after signature of Agreement
- Each Additional Event Year – Sixty(60) days prior to Event start

Checks should be made payable to the State of Michigan.

A \$10 per day Late Fee must be paid to Permittee by Permittee for every day beyond the designated due date that payment is made. Failure to pay Fee(s) on time will be grounds for Permittee to terminate the Agreement.

NOTE: Permittee reserves the right to re-evaluate the number of Event participants and impact to the resource and adjust Fees as necessary.

Payment should be mailed to:
Mitchell State Park
Attn: Brenda Pylkas
6093 M-115
Cadillac, MI 49601

6. PERMITTEE RESPONSIBILITIES -

- A. Permittee shall _____.
- B. Permittee agrees to work cooperatively with Permitter and adhere to the terms and conditions outlined in this Agreement.
- C. Permittee will be responsible for adhering to all state laws and local ordinances on the property.
- D. Permittee shall maintain standards of cleanliness that will reflect favorable public opinion on the Permittee and Permitter.

7. PERMITTER RESPONSIBILITIES -

- A. Permitter shall unlock the gate that enters the dirt parking area off of Neeshtawanta Rd. for participant parking.
- B. Permitter shall SIGN AND TAPE OFF THE DESIGNATED EVENT AREA ON THE EAST SIDE OF THE PAVED PARKING LOT NEAR THE PIT TOILETS, ON FRIDAY EVENING IN AN EFFORT TO PREVENT PARKING IN THIS AREA PRIOR TO THE EVENT.
- C. Permitter retains the right to collect a Performance Bond, to ensure Permittee satisfactorily performs Agreement terms and conditions.
- D. Permitter reserves the right to adjust the number of event participants as necessary to reduce facility and/or resource impacts or user conflicts.

- 8. ASSIGNMENT AND SUBLEASE -** Permittee shall not sell, mortgage, rent, assign, or parcel out the Agreement hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Agreement for any purpose whatsoever without first obtaining the prior written consent of Permitter. Such action by Permittee without the prior written approval of Permitter shall be cause for the immediate termination of this Agreement.

- 9. ALTERATIONS -** No alterations, modifications, or improvements shall be made to the Premises without the prior written consent of the Permitter. Unless otherwise agreed to in writing, at the expiration or cancellation of this Agreement, all alterations, modifications, and improvements to the Premises shall be removed, and Permittee shall restore the Premises to its original condition.

In the event, Permitter requests alterations, modifications, or improvements remain on site, such items shall become the property of Permitter, by way of the completed Gift and Acceptance Agreement and accompanying Exhibit pages (PR1612e). (Copy of completed Gift and Acceptance Agreement will be attached only if/when gift is given.)

10. **LAWS, CODES AND PERMITS** - Permittee shall comply with all applicable federal, state or local regulations, and will obtain any necessary permits/and or inspections in connection with its use of the Premises.
11. **DAMAGE and REPAIRS** - Permittee shall make repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the Event.
12. **INDEMNIFICATION** - Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Agreement; (2) the activities authorized by this Agreement; and (3) the use or occupancy of the Premises which are the subject of this Agreement by the Permittee, its employees, contractors, or its authorized representatives.
13. **LIABILITY** – Permittee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this Agreement.

Permittee shall report to the Permitter, within twenty-four(24) hours of occurrence, any incident that may result in personal injury or property damage.
14. **INSURANCE:** Permittee shall provide certificates of insurance listing the State of Michigan, its departments, boards, agencies, commissions, officers, and employees as additional insureds, to Permitter within thirty(30) calendar days following the execution and delivery of this Agreement to Permittee, and every year thereafter, for the following insurance coverage. The insurance policies shall provide that they may not be modified, canceled, or allowed to expire without thirty (30) days' prior written notice given to Permitter.
 - A. Permittee shall obtain General Liability Insurance, naming Permitter, its officers and employees as additional insureds and protecting against all claims, demands, suits, actions or causes of action and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Permittee's use and occupancy of the Premises or its exercise of the right and privileges granted in the Agreement. Permittee agrees to maintain a minimum policy limit, in the amount of:
 - \$ 250,000 per occurrence for property damage
 - \$ 500,000 per occurrence for bodily injury
 - \$1,000,000 aggregate
 - B. As required by law, Permittee shall obtain Workers' Compensation Insurance for Permittee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or

disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.

C. As required by law, Permittee shall maintain automobile no-fault coverage.

15. **NON-DISCRIMINATION** - Permittee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 et seq.; MSA 3.548 (101) et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Permittee agrees to include in every subcontract entered into for the performance of this Agreement, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.
16. **UNFAIR LABOR PRACTICES** - Permittee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.; MSA 17.458(21) et seq. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void a Contract, Lease, or Operating Agreement, if after award, the name of the Permittee as an employer or the name of a Subcontractor, manufacturer, or supplier of Permittee appears in the register.
17. **CANCELLATION** -
- A. Permitter may cancel this Agreement provided Permittee is notified in writing if any one of the following occur:
- 1) The Premises are no longer being used for the purposes identified in this Agreement.
 - 2) Permittee provided Permitter with information, in its application for this Agreement or at any time during the Agreement term, that was false or fraudulent.
 - 3) Permitter deems cancellation is in the best interest of the State of Michigan.
18. **NOTICES** - The persons authorized to make decision regarding this Event Permit are:

PERMITTER REPRESENTATIVE:

Grawn Field Office

3730 Mill Road

Grawn, Michigan 49637

Attn: Hampton Hobson

(231)283-7905 hobsonh@michigan.gov Work Cell: 231-357-0443

Page 5 of 7

PERMITEE REPRESENTATIVE:

Endurance Evolution

Street Address:

923 S. Maple Street

Traverse City, Michigan 49684

Mailing Address:

120 E. Front St, 2nd floor,

Traverse City, Michigan 49684

Attn: Joel Gaff, Jr.

Office: 231-715-1406 Cell: (231)360-3522

tc triathlon@enduranceevolution.com

- 19. **ENTIRE AGREEMENT AND ENCLOSURES** - This Agreement, including all Attachments, constitutes the entire Agreement between the parties and may only be modified if agreed to in writing.

TERMS ACCEPTED

PERMITTER: DEPARTMENT OF NATURAL RESOURCES
 PARKS AND RECREATION DIVISION
 Grawn Field Office


3/28/16

 Signature Date


 Printed Name


 Title

PERMITEE: Endurance Evolution, LLC


3-28-16

 Signature Date


 Printed Name

UNIT SUPERVISOR
Title

LEGAL NOTICE
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that proposed Amendment No. 190 to the Peninsula Township Zoning Ordinance No. 2 will be the subject of a public hearing and considered for passage by the PENINSULA TOWNSHIP BOARD on the 14th day of June, 2016 at 7:00 PM at the Peninsula Township Hall, 13235 Center Rd., Traverse City, MI 49686, (231) 223-7322. The following amendments will be considered:

Amendment No. 190

Section 3.2 Definitions

Bed and Breakfast Establishment: A private residence that offers rental sleeping accommodations to registered guests in five (5) or fewer guest rooms in the same structure. An owner resides in the establishment while managing and renting the rooms to registered guests. Food and/or beverages may be served to registered guests.

Event: A planned gathering or activity on a set date & time, and at a specific location.

Dwelling: A single building, or portion thereof, providing complete independent living facilities for one (1) family for residential purposes, including permanent provisions for living, sleeping, heating, cooking, and sanitation.

Event: A planned gathering or activity on a set date & time, and at a specific location.

Structure: Anything constructed or erected, the use of which requires a temporary or permanent location on the ground or is attached to something having a permanent location in, on or below the ground. Structures shall include but not be limited to buildings, manufactured homes, walls, fences over six (6) feet in height, billboards, signs, and towers, but not including: (a) a temporary fence; (b) agricultural fences that are used for general farming and horticultural uses, field crop and fruit farming, raising and keeping of small animals and livestock; (c) access steps required to negotiate changes in site elevation; (d) landscape mounds.

Section 4.3 Escrow: If any commission or board determines that the basic fees will not cover the actual costs of the application review or appeal, or if any commission or board determines that review of the application and/or participation in the review process or appeal by qualified professional planners, engineers, attorneys, or other professionals is necessary, then the applicant shall deposit with the township treasurer such additional zoning fees in an amount determined by any commission or board equal to the estimated additional costs. The additional zoning fees shall be held in escrow in the applicant's name and shall be used solely to pay these additional costs. If the amount held in escrow becomes less than twenty (20%) percent of the latest escrow deposit and review of the application or decision on the appeal is not completed, then any commission or board may require the applicant to deposit additional fees into escrow in an amount determined by any commission or board to be equal to the estimated costs to complete the review or decide the appeal. Failure of the applicant to make any escrow deposit required under this Ordinance shall be deemed to make the application incomplete or the appeal procedurally defective, thereby justifying the denial of the application or the dismissal of the appeal. Any unexpended funds held in escrow shall be returned to the applicant following final action on the application or the final decision on the appeal. Any actual costs incurred by the township in excess of

the amount held in escrow shall be billed to the applicant and shall be paid by the applicant prior to the issuance of any permit or the release of a final decision on an appeal.

Section 5.7.3 Variances: The Board of Appeals shall have the power to authorize, upon an appeal, specific variances from such requirements as lot area and width regulations, building height and bulk regulations, yard and depth regulations, and off-street parking and loading space requirements. PROVIDED ALL of the basic conditions listed herein can be satisfied.

(1) **Basic Conditions:**

- (a) That the need for the variance is due to unique circumstances or physical conditions, such as narrowness, shallowness, shape, water or topography, of the property involved and that the practical difficulty is not due to the applicant's personal or economic hardship.
- (b) That the need for the variance is not the result of actions of the property owner (self-created) or previous property owners.
- (c) That strict compliance with area, setback, frontage, height, bulk, density or other dimension requirement will unreasonably prevent the property owner from using the property for a permitted purpose, or will render conformity with those regulations unnecessarily burdensome. (Because a property owner may incur additional costs in complying with this ordinance does not automatically make compliance unnecessarily burdensome.)
- (d) That the variance will do substantial justice to the applicant as well as to other property owners in the district, or whether a lesser relaxation than applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.
- (e) That the variance will not cause adverse impacts on surrounding property, property values or the use and enjoyment of property in the neighborhood.
- (f) That the variance shall not permit the establishment within a district of any use which is not permitted by right, or any use for which a conditional use or temporary use permit is required.

(2) **Rules:** The following rules shall be applied in the granting of variances:

- (a) The Board of Appeals may specify, in writing, such conditions regarding the character, location, and other features that will in its judgement, secure the objectives and purposes of this Ordinance. The breach of any such condition shall automatically invalidate the permit granted.
- (b) Each variance granted under the provisions of this Ordinance shall become null and void unless: The construction authorized by such variance or permit has been commenced

within six (6) months after the granting of the variance; and the occupancy of the land, premises, or buildings authorized by the variance has taken place within one (1) year after the granting of the variance.

- (c) No application for a variance which has been denied wholly or in part by the Board of Appeals shall be resubmitted for a period of one (1) year from the date of the last denial, except on grounds of newly discovered evidence or proof of changed conditions found upon inspection by the Board of Appeals to be valid.

(3) Additional Conditions in Determining Variances for Decks or Deck with Attached Seating and/or Attached Storage within the Great Lakes Ordinary High Water Mark Setback:

In determining whether to grant a variance permitting construction of a deck or of a deck with attached seating and or attached storage within the ordinary high water mark setback, the Board of Appeals shall, in addition to considering Basic and Special Conditions established by this Ordinance, consider the following conditions:

- (a) The physical characteristics of the waterfront property which may require the construction of a deck to make use of that property.
- (b) The proximity of the proposed structure to the main traveled portion of the roadway so as to insure the safety of users and/or property.
- (c) The extent to which the proposed structure will obstruct the public view of the shoreline.
- (d) The degree of exposure of the structure to damage by the elements.
- (e) The aesthetics of the structure as viewed from both the land and the water.

Section 7.4.2 Shared Waterfront Ownership:

(3) Minimum Lot Widths and Vehicle Parking Space Requirements:

- (a)

<u>No. of Families</u>	<u>Minimum</u>
<u>With Access Rights</u>	<u>Lot Width</u>

Two Families	100
Three Families	150
Four Families	200
Over Four Families	
(Five additional feet per family)	

- (b) One parking space for each boat hoist shall be provided off the traveled portion of the road such that all portions of a parked vehicle are at least five (5) feet from the driving lane to provide safe egress from the vehicle.

- (c) Each parking space shall be a minimum of twenty-three (23) feet in length. The parking space does not have to be paved or graveled.

Section 7.5.5 Additions to Non-Conforming Structure:

- (1) The Zoning Administrator shall issue a land use permit for an addition to a lawful non-conforming structure provided all of the following are met: (SEE FIGURE 3)
 - (a) the addition is not located in any required yard or ordinary high water mark setback; and
 - (b) in addition to the above yard and ordinary high water mark setback requirements, all other applicable dimensional requirements on the subject parcel shall be satisfied (other than what is lawfully non-conforming).

Section 7.11.6: SIGN PLACEMENT AND REQUIREMENTS TABLE CONTINUED

- (d) The following signs require a sign permit issued by the Zoning Administrator unless approved by the Township Board either as part of a Special Use Permit or as an Event Permit.

Section 8.7.3 (6) Bed and Breakfast Establishments:

- (a) Statement of Intent: It is the intent of this subsection to establish reasonable standards for Bed and Breakfast Establishments to assure that:
 - 1. The property is suitable for transient lodging facilities.
 - 2. The impact of the establishment is no greater than that of a private home with overnight house guests.
 - 3. The use and adaptive re-use of structures for Bed and Breakfast establishments is encouraged to strengthen and preserve the rural character of the Township.
- (b) The following requirements for Bed and Breakfast establishments together with any other applicable requirements of this Ordinance shall be complied with:
 - 1. The minimum lot size shall be three (3) acres.
 - 2. Off-street parking shall be provided in accordance with Sections 7.6.3 and 7.6.4 of this ordinance.
 - 3. The Bed and Breakfast establishment shall be the principal dwelling unit on the property and shall be owner-occupied and have on-site owner-management when open for business.
 - 4. All structures shall adhere to the following setbacks:
 - i. Thirty five feet (35') front setback
 - ii. Fifty feet (50') side setback
 - iii. Fifty feet (50') rear setback
 - iv. Sixty feet (60') Ordinary High Water Mark setback
 - v. Existing legally non-conforming structures which do not meet the required setbacks may apply for a Bed and Breakfast establishment special use permit, provided that all other standards have been met and Township Board approval is granted.
 - 5. The residence shall have at least two (2) exits to the outdoors.
 - 6. The maximum number of sleeping rooms in the residence to be used for rental purposes shall be determined by the acreage of the principal site as follows:

- i. Three (3) or more but less than ten (10) acres shall have a maximum of three (3) guest rooms.
 - ii. Ten (10) or more but less than fifteen (15) acres shall have a maximum of four (4) guest rooms.
 - iii. Fifteen (15) or more acres shall have a maximum of five (5) guest rooms.
7. Not more than twelve (12) overnight guests may be accommodated at any time.
8. The rooms utilized for sleeping shall be a part of a dwelling that has received an occupancy permit prior to the application for a Bed and Breakfast Special Use Permit.
9. The rental sleeping rooms shall have a minimum size of one hundred (100) square feet for each two occupants with an additional thirty (30) square feet for each occupant to a maximum of four (4) occupants per room.
10. The Bed and Breakfast establishment owner shall furnish necessary permits or approvals required from the Grand Traverse County Health Department, Soil Erosion and Sedimentation Control Department, Road Commission and all other applicable local, State, and Federal regulating agencies.
11. The Township Board shall require that a floor plan drawn to an architectural scale of not less than 1/8" = 1 foot is on file with the Fire Department.
12. Each owner/operator of a Bed and Breakfast Establishment shall keep a guest registry which shall be available for inspection by the Zoning Administrator, and police and fire officials at any time.
13. The length of stay for each registered guest shall not exceed seven (7) days within any thirty (30) day period.
14. Rental or use of snowmobiles, ATVs or similar vehicles, boats and other marine equipment by registered guests shall be prohibited.
15. Food and/or beverages served shall be for registered guests only.
16. All events shall be for registered guests only.
17. Outdoor events are subject to the following conditions:
 - i. No more than twenty (20) outdoor events are allowed per calendar year.
 - ii. No more than two (2) outdoor events are allowed per calendar week.
 - iii. All outdoor events shall end by 9:30 p.m.
 - iv. No amplified music is allowed.
 - v. Monthly notification to Peninsula Township staff is required indicating the schedule for future planned events.

The text of proposed Amendment No. 190 to the Peninsula Township Zoning Ordinance may be examined at 13235 Center Rd., Traverse City, Michigan, between the hours of 9:00 AM and 4:00 PM Monday through Thursday.

Monica Hoffman, Clerk
Peninsula Township

May 29, 2016 1t

Section 3.2 Definitions

Bed and Breakfast Establishment: ~~Means a~~ A private residence that offers rental sleeping accommodations to ~~transient tenants~~ registered guests in ~~3~~ five (5) or fewer guest rooms for rent in the same structure. ~~is the owner's residence in which the owner resides while renting the rooms to transient tenants, and serves breakfasts at no extra cost to its transient tenants. An owner resides in the establishment while managing and renting the rooms to registered guests. Food and/or beverages may be served to registered guests.~~

Dwelling: ~~Any building or structure or part thereof occupied as the home, residence or sleeping place of one or more persons either permanently or transiently regardless of whether cooking facilities exist. A~~ single building, or portion thereof, providing complete independent living facilities for one (1) family for residential purposes, including permanent provisions for living, sleeping, heating, cooking, and sanitation.

Event: A planned gathering or activity on a set date & time, and at a specific location.

Structure: ~~A structure is any production or piece of material artificially built up or composed of parts joined together in some definite manner; any construction, including dwellings, garages, building, mobile homes, signs and sign boards, towers, poles, antennae, landfill, sea walls, weirs jetties, swimming pools, stand pipes; fences over four (4) feet in height above final grade and earth sheltering for earth-sheltered structures or other like objects,~~ Anything constructed or erected, the use of which requires a temporary or permanent location on the ground or is attached to something having a permanent location in, on or below the ground. Structures shall include but not be limited to buildings, manufactured homes, walls, fences over six (6) feet in height, billboards, signs, and towers, but not including: (a) a temporary fence; (b) agricultural fences that are used for general farming and horticultural uses, field crop and fruit farming, raising and keeping of small animals and livestock; (c) access steps required to negotiate changes in site elevation; (d) landscape mounds ~~(e) sidewalks, drives, and paved areas which do not protrude above the finished site grade.~~

Section 4.3 Escrow: If any commission or board determines that the basic fees will not cover the actual costs of the application review or appeal, or if any commission or board determines that review of the application and/or participation in the review process or appeal by qualified professional planners, engineers, attorneys, or other professionals is necessary, then the applicant shall deposit with the township treasurer such additional zoning fees in an amount determined by any commission or board equal to the estimated additional costs. The additional zoning fees shall be held in escrow in the applicant's name and shall be used solely to pay these additional costs. If the amount held in escrow becomes less than twenty (20%) percent of the latest escrow deposit and review of the application or decision on the appeal is not completed, then any commission or board may require the applicant to deposit additional fees into escrow in an amount determined by any commission or board to be equal to the estimated costs to complete the review or decide the appeal. Failure of the applicant to make any escrow deposit required under this Ordinance shall be deemed to make the application incomplete or the appeal procedurally defective, thereby justifying the denial of the application or the dismissal of the appeal. Any unexpended funds held in escrow shall be returned to the applicant following final action on the application or the final decision on the appeal. Any actual costs incurred by the township in excess of

the amount held in escrow shall be billed to the applicant and shall be paid by the applicant prior to the issuance of any permit or the release of a final decision on an appeal.

Section 5.7.3 Variances: The Board shall have the power to authorize, upon an appeal, specific variances from such requirements as lot area and width regulations, building height and bulk regulations, yard and depth regulations, and off-street parking and loading space requirements. PROVIDED ALL of the BASIC conditions listed herein and any ONE of the SPECIAL conditions listed thereafter can be satisfied.

(1) Basic Conditions: ~~That any variance from this Ordinance:~~

- ~~(a) Will not be contrary to the public interest or to the intent and purpose of this Ordinance.~~
- ~~(b) Shall not permit the establishment within a district any use which is not permitted by right, under special conditions, or by special use permit within that zone district, or any use or dimensional variance for which a conditional use permit is required.~~
- ~~(c) Will not cause a substantial adverse effect upon property values in the immediate vicinity or in the district in which the property of the applicant is located.~~
- ~~(d) Is not where the specific conditions relating to the property are so general or recurrent in nature as to make the formulation of a general regulation for such conditions reasonable practical.~~
- ~~(e) Will relate only to property that is under control of the applicant.~~

~~(2) Special Conditions: When ALL of the foregoing basic conditions can be clearly demonstrated:~~

- ~~(a) Where there are practical difficulties or unnecessary hardships which prevent carrying out the strict letter of this Ordinance, these hardships or difficulties shall not be deemed economic, but shall be evaluated in terms of the use of a particular parcel of land.~~
- ~~(b) Where there are exceptional or extraordinary circumstances or physical conditions such as narrowness, shallowness, shape, or topography of the property involved, or to the intended use of the property that do not generally apply to other property or uses in the same zoning district. Such circumstances or conditions shall not have resulted from any act of the applicant subsequent to the adoption of this Ordinance.~~
- ~~(c) Where the lot or parcel of land was of legal record or had been laid out by a registered surveyor prior to the effective date of this Ordinance.~~
- ~~(d) Where such variation is necessary for the preservation of a substantial property right possessed by other properties in the same zoning district.~~

- (a) That the need for the variance is due to unique circumstances or physical conditions, such as narrowness, shallowness, shape, water or topography, of the property involved and that the practical difficulty is not due to the applicant's personal or economic hardship.
- (b) That the need for the variance is not the result of actions of the property owner (self-created) or previous property owners.
- (c) That strict compliance with area, setback, frontage, height, bulk, density or other dimension requirement will unreasonably prevent the property owner from using the property for a permitted purpose, or will render conformity with those regulations unnecessarily burdensome. (Because a property owner may incur additional costs in complying with this ordinance does not automatically make compliance unnecessarily burdensome.)
- (d) That the variance will do substantial justice to the applicant as well as to other property owners in the district, or whether a lesser relaxation than applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.
- (e) That the variance will not cause adverse impacts on surrounding property, property values or the use and enjoyment of property in the neighborhood.
- (f) That the variance shall not permit the establishment within a district of any use which is not permitted by right, or any use for which a conditional use or temporary use permit is required.

(32) Rules: The following rules shall be applied in the granting of variances:

- (a) The Board may specify, in writing, such conditions regarding the character, location, and other features that will in its judgement, secure the objectives and purposes of this Ordinance. The breach of any such condition shall automatically invalidate the permit granted.
- (b) Each Variance granted under the provisions of this Ordinance shall become null and Void unless: The construction authorized by such variance or permit has been commenced within six (6) months after the granting of the variance; and the occupancy of land, premises, or buildings authorized by the variance has taken place within one (1) year after the granting of the variance.
- (c) No application for a variance which has been denied wholly or in part by the Board shall be resubmitted for a period of one (1) year from the date of the last denial, except on the grounds of newly discovered evidence or proof of changed conditions found upon inspection by the Board to be valid.

(43) Additional Conditions in Determining Variances for Decks or Deck with Attached Seating and/or Attached Storage within the Great Lakes Ordinary High Water Mark Setback:

In determining whether to grant a variance permitting construction of a deck or of a deck with attached seating and or attached storage within the ordinary high water mark setback, the Board of Appeals shall, in addition to considering Basic and Special Conditions established by this Ordinance, consider the following conditions:

- (a) The physical characteristics of the waterfront property which may require the construction of a deck to make use of that property.
- (b) The proximity of the proposed structure to the main traveled portion of the roadway so as to insure the safety of users and/or property.
- (c) The extent to which the proposed structure will obstruct the public view of the shoreline.
- (d) The degree of exposure of the structure to damage by the elements.
- (e) The aesthetics of the structure as viewed from both the land and the water.

Section 7.4.2 Shared Waterfront Ownership:

(3) Minimum Lot Widths and Vehicle Parking Space Requirements:

- (a) ~~For shared waterfront property Not approved within a Subdivision of Condominium.~~

<u>No. of Families</u>	<u>Minimum</u>
<u>With Access Rights</u>	<u>Lot Width</u>
Two Families	100
Three Families	150
Four Families	200
Over Four Families	
(Five additional feet per family)	

- ~~(b) For shared waterfront property approved within a Subdivision, Condominium or Planned Unit Development; or Amendment thereto:~~

<u>No. of Families</u>	<u>Minimum</u>
<u>With Access Rights</u>	<u>Lot Width</u>

~~Two Families 55
Over Two Families
(Five additional feet per family)~~

- (c) One parking space for each boat hoist shall be provided off the traveled portion of the road such that all portions of a parked vehicle are at least five (5) feet from the driving lane to provide safe egress from the vehicle.
- (c) Each parking space shall be a minimum of twenty-three (23) feet in length. The parking space does not have to be paved or graveled.

Section 7.5.5 Additions to Non-Conforming Structure:

- ~~(1) The Zoning Board of Appeals may grant a variance for addition(s) to non-conforming structure(s) on a legal non-conforming lot if the continued intensity of residential use is substantially the same, provided that all the following are met:
 - ~~(a) There is increased safety to the residents of the structure and to the traveling public on the road providing access to the parcel;~~
 - ~~(b) Safety and substantial justice is achieved; and~~
 - ~~(c) If the variance allows the structure to encroach in the setback from the Ordinary High Water Line, conditions of approval shall include at a minimum, the following additional provisions:
 - ~~1. provisions for stabilization of the shoreline so that the structure is not likely to be damaged by high water or wave action;~~
 - ~~2. there is no additional detriment to adjacent properties;~~
 - ~~3. shoreline vegetation is existing or established consistent with the intent of Section 7.4.4 Removal of Shore Cover; and~~
 - ~~4. sea walls will not be allowed unless it is determined that there is no feasible alternative.~~~~
 - ~~(d) In addition to (1) through (4) above, the subject parcel shall also meet all of the basic and special conditions as provided for all variances in Section 5.7.3.~~~~
- (2 1) The Zoning Administrator, without the necessity for a variance by the Zoning Board of Appeals, shall issue a land use permit for an addition to a non-conforming structure provided all of the following are met: (SEE FIGURE 3)**
 - (a) the addition is not located in any required yard or setback from the ordinary high water line ~~line~~ mark setback; and**
 - (b) no existing setback is less than five (5) feet;**
 - (c) the sum of the actual setbacks, pertaining to the proposed addition, is not less than the sum of the required side yard setbacks for the zoning district; and**
 - (d) in addition to the above side yard and ordinary high water mark setback requirements, all other applicable dimensional requirements of on the subject parcel are shall be satisfied (other than those to which it what is lawfully non-conforming). (REVISED BY AMENDMENT 176A)**

Section 7.11.6: SIGN PLACEMENT AND REQUIREMENTS TABLE CONTINUED

- (d) The following signs require approval of the Zoning Board of Appeals ~~a sign permit issued by the Zoning Administrator~~ unless approved by the Township Board either as part of a Special Use Permit or as an Event Permit ~~and they also require a sign permit issued by the Zoning Administrator.~~

Section 8.7.3 (6) Bed and Breakfast Establishments:

- (a) Statement of Intent: It is the intent of this subsection to establish reasonable standards for Bed and Breakfast Establishments to assure that:
- (1) The property is suitable for transient lodging facilities.
 - ~~(2) The use is compatible with other uses in the residential and agricultural districts.~~
 - ~~(3) Residential and agricultural lands shall not be subject to increased trespass.~~
 - (42) The impact of the establishment is no greater than that of a private home with house guests.
 - (3) The use and adaptive re-use of structures for Bed and Breakfast establishments is encouraged to strengthen and preserve the rural character of the Township.
- (b) The following requirements for Bed and Breakfast establishments together with any other applicable requirements of this Ordinance shall be complied with:
1. The minimum lot size shall be ~~one (1)~~ **three (3) acres.**
 2. Off-street parking shall be provided in accordance with Sections 7.6.3 and 7.6.4 of this ordinance.
 3. The ~~residence~~ **Bed and Breakfast establishment** shall be the principal dwelling unit on the property and shall be owner-occupied **and have on-site owner-management when open for business at all times.**
 4. **All structures shall adhere to the following setbacks:**
 - i. **Thirty-five feet (35') front setback**
 - ii. **Fifty feet (50') side setback**
 - iii. **Fifty feet (50') rear setback**
 - iv. **Sixty feet (60') Ordinary High Water Mark setback**
 - v. **Existing legally non-conforming structures which do not meet the required setbacks may apply for a Bed and Breakfast establishment special use permit, provided that all other standards have been met and Township Board approval is granted.**
 5. The residence shall have at least two (2) exits to the outdoors.
 6. ~~No more than three (3)~~ **The maximum number of sleeping rooms in the residence may to be used for rental purposes shall be determined by the acreage of the principal site as follows:**
 - i. **Three (3) or more but less than ten (10) acres shall have a maximum of three (3) guest rooms;**
 - ii. **Ten (10) or more but less than fifteen (15) acres shall have a maximum of four (4) guest rooms.**
 - iii. **Fifteen (15) or more acres shall have a maximum of five (5) guest rooms.**
 7. Not more than ~~eight (8)~~ **twelve (12)** overnight guests may be accommodated at any time.

8. The rooms utilized for sleeping shall be a part of a dwelling that has received an occupancy permit prior to the application for a Bed and Breakfast Special Use Permit. ~~(REVISED BY AMENDMENT 143)~~
9. The rental sleeping rooms shall have a minimum size of one hundred (100) square feet for each two occupants with an additional thirty (30) square feet for each occupant to a maximum of four (4) occupants per room.
10. ~~Proof of evaluation of the well and septic system by the Health Department and conformance to that agency's requirements shall be supplied by owner/occupant.~~ **The Bed and Breakfast establishment owner shall furnish necessary permits or approvals required from the Grand Traverse County Health Department, Soil Erosion and Sedimentation Control Department, Road Commission and all other applicable local, State, and Federal regulating agencies.**
11. The Township Board shall require that a floor plan drawn to an architectural scale of not less than 1/8" = 1 foot ~~be~~ **is** on file with the Fire Department.
12. Each owner/operator of a Bed and Breakfast Establishment shall keep a guest registry which shall be available for inspecting by the Zoning Administrator, and police and fire officials at any time.
13. The length of stay for each **registered** guest shall not exceed seven (7) days within any thirty (30) day period.
- ~~14. In the event that the Township Board determines that noise generation may be disturbing to neighbors, or that the location of the establishment is in an area where trespass onto adjacent properties is likely to occur, then the Township Board may require that fencing and/or a planting buffer be constructed and maintained.~~
14. Rental **or use** of snowmobiles, ATVs or similar vehicles, boats and other marine equipment in conjunction with the operation of the establishment **by registered guests** shall be prohibited.
- ~~15. A special use permit shall not be granted if the essential character of a lot or structure within a residential or agricultural district, in terms of use, traffic generation or appearance will be changed substantially by the occurrence of the bed and breakfast use.~~
- ~~16. Breakfasts shall be the only meals served to transient tenants. (ADDED BY AMENDMENT 136)~~
15. **Food and/or beverages served shall be for registered guests only.**
16. **All events shall be for registered guests only.**
17. **Outdoor events are subject to the following conditions:**
 - i. **No more than twenty (20) outdoor events are allowed per calendar year.**
 - ii. **No more than two (2) outdoor events are allowed per calendar week.**
 - iii. **All outdoor events shall end by 9:30 PM.**
 - iv. **No amplified music is allowed.**
 - v. **Monthly notification to Peninsula Township staff is required indicating the schedule for future planned events.**

**GRAND TRAVERSE COUNTY PLANNING COMMISSION
MASTER PLAN/ZONING REVIEW**

Pursuant to Section 307 of Public Act 110 of 2006, a township shall submit for review and recommendation the proposed zoning ordinance or zoning ordinance amendment to the county. The county will have waived its right for review and recommendation of an ordinance if the recommendation of the county planning commission has not been received by the township within 30 days from the date the proposed ordinance is received by the county.

TOWNSHIP: Peninsula Township
AMENDMENT #: 190
DATE RECEIVED: April 26, 2016
PUBLIC HEARING: Feb 22 & Mar 21
PRELIMINARY REVIEW:

MASTER PLAN:
ZONING ORDINANCE:
TEXT: **MAP:**
MAP ATTACHED:
PUBLIC HEARING MINUTES:

CHANGE:

Amend Section 3.2 Definitions: Bed & Breakfast, Event, Dwelling, and Structure; Amend Section 4.3 Escrow; Amend Section 5.7.3 Variances; Amend Section 7.4.2 Shared Waterfront Ownership; Amend Section 7.5.5 Additions to Non-Conforming Structures; Amend Section 7.11.6 SIGN PLACEMENT AND REQUIREMENTS TABLE CONTINUED; Amend Section 8.7.3 (6) Bed and Breakfast Establishments.

TOWNSHIP PLANNING COMMISSION RECOMMENDED TO TOWNSHIP BOARD:

Township Planning Commission recommended approval to the Township Board on 2/22/16 and 3/21/2016

COUNTY PLANNING STAFF COMMENTS:

Based on review of the amendment and information provided by the Township, staff recommends that the County Planning Commission concur with the Township Planning Commission's proposed action.

COUNTY PLANNING COMMISSION ACTION:

In accordance with the Zoning Enabling Act and having considered neighboring zoning and the County Master Plan, the County Planning Commission concurs with the Township Planning Commission's proposed action.

COMMENTS FROM CPC ACTION:

RETURNED TO TOWNSHIP (DATE/RECOMMENDATION): Emailed to Peninsula Township Planner, Clerk, Planning Commission Chair and Zoning Administrator on May 25, 2016.

**PENINSULA TOWNSHIP PLANNING COMMISSION
REGULAR MEETING
February 22, 2016**

Meeting called to order at 7:07 p.m.

PRESENT: Leak, Serocki, Rosi, Peters, Wunsch and Hornberger

ALSO PRESENT: Michelle Reardon, Director of Planning and Zoning; Claire Schoolmaster, Planning and Zoning Coordinator; Peter Wendling, Township Attorney and Deb Hamilton, Recording Secretary

ABSENT: Couture (excused)

APPROVAL OF THE AGENDA

MOTION: Hornberger/Serocki to approve the Agenda as presented. **MOTION PASSED**

BRIEF CITIZEN COMMENTS – FOR ITEMS NOT ON THE AGENDA

None

CONFLICT OF INTEREST

None

CONSENT AGENDA

1. Reports and Announcements
2. Correspondence
3. Meeting Minutes

January 11, 2016 – Special Meeting

Serocki - Page 4. – “intended use for” should be “intended kitchen amenities”

Peters - add Wunsch to present

Rosi - Page 3 - change “cold drainage” to “air drainage”

Page 4 - Old Business “.” at the end of meeting.

MOTION: Hornberger/Peters to approve January 11, 2016 minutes with corrections.

MOTION PASSED

MOTION: Hornberger/Wunsch the Consent Agenda. **MOTION PASSED**

Rosi said the Fire Chief has opted to leave. The Township Board is having weekly budget meetings. The Presidential Primary Election is March 8, 2016.

NEW BUSINESS

1. Zoning Ordinance Amendment #190 (Public Hearing and possible recommendation to Township Board)

Reardon reviewed Amendment #190. Corrections – remove “Among other things” from and add “but not be limited” to the definition of Structure, (2) Rules (b) “Variance” should be “variance”, and remove “zoning” from “zoning fees” under Section 4.3 Escrow. **Leak** said Bed and Breakfast was pretty liberal and would not want a Bed and Breakfast in his neighborhood. **Rosi** said this will allow people to stay on Old Mission Peninsula short term.

Leak opened public hearing at 7:29 p.m.

Cindy Ruzak, 1994 Carrol Rd., Grey Hare Inn, said very involved with committee that developed the amendment. This is a great improvement. Respectfully disagrees with Leak that the Amendment is liberal. There are two operating Bed & Breakfasts are Grey Hare Inn and Overlook Bed and Breakfast and both have significant acreage. She loves that this new proposal will create a varying scale where the more acreage the more allowed to do. There was a big gap between Bed & Breakfasts and winery-chateaus. This will go toward resolving that issue. There are additional clarifications. One, in the definition of Bed & Breakfast – “food and/or beverages can be served at no additional cost to the registered guest”. The intent was to allow some flexibility. Maybe it should be food and beverages can be served to the registered guests. It is micro-managing how rooms are charged. Two, “owner-occupied and have on-site owner management when open for business.” There needs to be some flexible here. Also an event is when someone goes beyond the normal activities. There is a different way to look at events.

Chuck Goodman, Overlook B & B, 1875 Gray Rd., it would be easy to be insulted by the notion that a B&B is something you would not want next door. There are other B&Bs. They are a section of the winery-chateau ordinance. If do not need B&Bs the best way to get rid of them is to restrict them out of practicality. If no need for B&Bs, why need wineries? The reason to have B&B is to attract people to a beautiful location. B&B should be able to have same amount of rooms that a winery has if they have the acreage. It is a good idea to have some oversight. It is tough to compete with people not paying attention to the Township ordinances. Winery-chateaus solve home owner issue with an on-site manager. His experience working with Township is it has been a top down kind of control situation. Finally fairness is not happening here and equal protection clause cannot discriminate between groups of people doing the same thing. The winery-chateaus and B&Bs have different operating rules.

Ed O’Keefe, 12301 Center Rd., the problem is when you rent rooms you lose your ability to do things you could when you owned your house. He has 50 acres restricted for six rooms. Not sure room size restrictions. Only problem he has had neighbors playing music. Why have B&Bs lose rights of a regular home owner?

Cristin Hosmer, 17593 Shii Take Trl., asked “what use may not be increased” means in Section 7.10.11 Existing Non-Conforming Frontage Roads.

Curt Peterson, 1356 Buchan Dr., said he feels B&Bs could perform important function. Why have people go back to Traverse City and spend their money? The Amendment seems even stricter than it is now. The Township should support this type of business.

Leak closed public hearing at 7:51 p.m.

Reardon said explained the existing non-conforming frontage roads language as an increase of use is an additional parcel being created would trigger an improvement to the road. **Peters** said she had difficulty with the Existing Non-Conforming Frontage Roads language also. Also Ruzak’s comment on owner occupied was good. Could Section 8.7.3(6) (b) 3. on-site owner management be tweaked. Need time for the owner to be away and have on-site management. **Reardon** said could change to winery-chateau language which is “on-site residence manager”. **Rosi** said the language was on-site owner management because of issues with short term rentals. **Hornberger** would like to see something in (b) 3 so the owner can go on vacation. **Rosi** said they can close.

Hornberger asked if the Commission has an opinion about dropping “at no extra cost” from Bed and Breakfast Establishment definition. **Leak** said the guest can go to other restaurants on the Peninsula. **Reardon** suggested “at an included cost” instead of “at no extra cost”.

MOTION: Rosi/ Serocki to bring back Frontage Road and B&B and send the rest on to the Township Board.
MOTION PASSED

There was discussion about what part of B&B will be brought back. There was consensus that the definition of B&B will be brought back.

2. Master Plan 5-year review (Introduction and discussion)

Reardon reviewed Land Use Series Check List #1H - The Five-Year Plan Review published by MSU Extension. **Reardon** asked the Commission to focus on page 3. **Peters** said the Master Plan background statistics need updating. **Peters** would like to have to the current Master Plan on the front page of the Township website. **Reardon** said staff will get together a fact book and memo of action items and status. **Rosi** said one of the goals was to develop a capital improvement plan in accordance with State mandates. Schoolmaster and **Rosi** are going to a class on this.

OLD BUSINESS

1. SUP #32 2nd Amendment – Bowers Harbor Winery (recommend to table)

Reardon said the Township Board declined to take action on this issue. **Reardon** and **Wendling** will be meeting with the applicant.

MOTION: Peters/Wunsch to continue items 1 and 2 under Old Business until the March meeting. **MOTION PASSED**

2. SUP #125 – Dining in the Vines/Bowers Harbor (recommend to table)

(See #1 above)

3. SUP #126 – Mari Vineyards Winery-Chateau (Public Hearing and possible recommendation to Township Board)

Reardon reviewed the changes. **Marty Lagina** said he was here almost two months ago and at that time requirements of the ordinance were met. The main concern was the guest house. **Lagina** reviewed changes - new location of the guest house, the elimination of the path to Underwood Farms and elimination of solar panels. The formal request from Underwood Farms was to put one or two homes and move the guest house. They have reached a tentative deal with Underwood Farms. **Lagina** said he did what the people around us requested. They met the ordinance last time and meet the ordinance now and process has worked. **Lagina** asked respectfully for the Commission to pass this along to the Township Board for approval.

Serocki asked what time the tasting room will close. **Lagina** said will follow WOMP. **Serocki** asked about parking for guest activity uses when the tasting room is open. **Lagina** said there are flat grassy areas for extra parking. **Serocki** asked if a kitchenette and wet bar will be in all the guest rooms. **Lagina** said yes. **Rosi** asked about the vegetative buffers. **Lagina** explained. **Rosi** asked if maple trees will provide enough syrup. **Lagina** said yes. **Rosi** asked about timing of plantings. **Sean O’Keefe** said the cover crop went in last year, compost and dairy doo. Planting is on track and vines are ordered. **Peters** asked about the vines up to the lots 1-4 and lot 5 and fencing. **Reardon** said fencing is not required.

**PENINSULA TOWNSHIP PLANNING COMMISSION
REGULAR MEETING
March 21, 2016**

Meeting called to order at 7:05 p.m.

PRESENT: Leak, Serocki, Rosi, Peters, Wunsch, Couture and Hornberger

ALSO PRESENT: Michelle Reardon, Director of Planning and Zoning; Claire Schoolmaster, Planning and Zoning Coordinator; and Deb Hamilton, Recording Secretary

ABSENT: None

APPROVAL OF THE AGENDA

Serocki asked to add SUP 32 2nd amendment and SUP 125 to Old Business.

MOTION: Serocki/Peters to approve the Agenda as amended. **MOTION PASSED**

BRIEF CITIZEN COMMENTS – FOR ITEMS NOT ON THE AGENDA

None

CONFLICT OF INTEREST

None

CONSENT AGENDA

1. Reports and Announcements

2. Correspondence

3. Meeting Minutes - February 22, 2016

Serocki Page 2 – “Reardon said explained...” should be “Reardon explained..”

Page 3 – add after Lagina said yes. “Serocki asked Wendling if this is rented for seven days, would that be considered a short term rental and set a precedent. Wendling said he assumes what they are doing is renting these guest rooms on a daily basis. It does not prevent people from renewing their daily rental but it is not the same thing. Serocki asked it would not set a precedent.

Wendling said no, it is just like someone in a hotel room that decides to rent it.”

Page 4 - “underwood ridge” should be “Underwood Ridge”

Rosi Page 2 – add “she has been” to Cindy Ruzak comment.

Hornberger Page 2 – “flexible” should be “flexibility”.

MOTION: Wunsch/Rosi to approve February 22, 2016 minutes as amended. **MOTION PASSED**

MOTION: Hornberger/Wunsch to approve the Consent Agenda. **MOTION PASSED**

NEW BUSINESS

None

OLD BUSINESS

1. Zoning Ordinance Amendment #190 (Discussion)

Reardon said she would defer to Wendling’s letter regarding Section 7.10.11. Wendling also provided a definition for Bed and Breakfast Establishment.

Bed and Breakfast Establishment: A private residence that offers sleeping accommodations to ~~paying,~~ registered guests in five (5) or fewer guest rooms in the same structure ~~with each guest room having a maximum occupancy of two (2) persons.~~ An owner resides in the establishment while managing and renting the rooms to ~~paying,~~ registered guests. Food and/or beverages may be served ~~at no extra cost to the paying,~~ registered guests.

Serocki said she thought that some of the rooms could have two people and some of the rooms could have four. **Reardon** said there is a maximum capacity for any B&B and that is 12 regardless of the number of rooms and a maximum occupancy of each room being four. **Serocki** asked to strike “with each guest room having a maximum occupancy of two (2) persons”. **Serocki** asked about the “,” after “paying”. **Couture** asked why “paying” is needed. **Reardon** said “registered guest” is defined. **Hornberger** asked to drop the “paying”. **Reardon** said the Commission did say they want to discuss further “Food and/or beverages may be served at no extra cost to ~~the paying,~~ registered guests.” **Couture** said Wendling’s letter states “at no extra cost” can be eliminated. **Hornberger** said her preference would be to drop “at no extra cost”. **Serocki** asked to either have “to registered guests” or “to the registered guests” but not both. There was Commission consensus to drop “the”.

MOTION: Hornberger/Couture that the definition be approved and sent to the Township Board. **MOTION PASSED**

Rosi said she may have a conflict of interest because her family owns 450 ft. on West Bay with one cottage and her brother-in-law owns 450 ft. with one house. It is the intent what one day their children may build a cottage or house. **Rosi** does not like the way Wendling proposed Section 7.10.11 because she did not think she had a conflict. **Reardon** said when the Commission had the discussion the Commission wanted to continue to be able to issue Land Use Permits without a variance so long as density is not increased on legal non-conforming roads. Increase density comes into play when there is an increase in parcels that are serviced by a legal non-conforming road. There was consensus to table this issue until Wendling can advise.

MOTION: Wunsch/Hornberger to table Section 7.10.11 until the April meeting. **MOTION PASSED**

2. Master Plan 5-year review (Discussion)

Reardon reviewed the information provided to the Commission regarding the Master Plan 5-year review. **Peters** reviewed the information she provided the Commission. **Peters** asked if there is a traffic count along Center Rd. **Reardon** said she can get that information. Network Northwest should be putting something together for transportation planning here in the region. There was discussion about connectivity between subdivisions. **Reardon** asked the Commission to look at some of the presumptions that the Master Plan is based. Is there anything else besides Land Use Permits, demographics and traffic counts that are used as presumptions? If yes, let staff know so the Commission can have immediate information about those presumptions. **Reardon** also asked the Commission to go back to the MSU Extension Guide Book and make sure all of the fact book information is in front of the Commission and look at the 10 or so questions in the Guide Book. **Peters** recommended the Commission look over the statistics from the previous Master Plan. **Peters** would also like to figure out how to get some public input. **Reardon** said the five year review of the Master Plan is not a rewrite. There will be less interaction unless the Commission feels the Master Plan needs to be cracked wide open. **Peters** said must offer people the opportunity to comment on this. **Reardon** said it

MEMO

TO: Peninsula Township Board
FROM: Sally Akerley, Peninsula Township Assessor
RE: "Braemar" Special Assessment (Drainage) District
DATE: June 8, 2016

The Braemar special assessment district subject has been presented to the township board on several occasions. The residents within the affected area have secured the necessary percentage of petitions by acreage to proceed with the formal establishment of a special assessment district: **52.72%** (61.67 petitioned acres/116.97 district acres).

The drainage district boundary is comprised of 116.97 acres. It encompasses portions of Braemar subdivision, Old Mission Estates subdivision and some of the surrounding metes and bounds properties. It also encompasses portions of the Old Mission Estates subdivision common area and portions of public roadway under the jurisdiction of the Grand Traverse County Road Commission. The common area and roadway represent 22.06 acres within the district.

Because the township board has historically proceeded with SAD's well in excess of 50%, I offer the following by way of demonstration:

64.97% By private acreage within district boundary:
(excluding common area and road right of way.... $116.97 - 22.06 = 94.91$
 $61.67 / 94.91 = 64.97$)

78.26% By number of total parcels within district boundary:
(36 petitioned parcels/46 total district parcels.... $36 / 46 = 78.26$)

The projected cost of the project is \$ 186,660.25

OLD MISSION ESTATES - BRAEMER ESTATES DRAINAGE SOLUTION
 PRELIMINARY COST ESTIMATE
 June 1, 2016

Item No.	Item	Est. Quantity	Unit	Unit Price	Unit Cost
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	Silt Fence	1,500	LF	\$2.00	\$3,000.00
3	Site Clean-up/Restoration	1	LS	\$5,000.00	\$5,000.00
NELSON ROAD CULVERT REPLACEMENTS					
4	Culvert Removal	2	EA	\$250.00	\$500.00
5	15" Storm Sewer	265	LF	\$25.00	\$6,625.00
6	15" End Sections	4	EA	\$500.00	\$2,000.00
7	8" Agg. Base (MDOT 22A)	50	CY	\$30.00	\$1,500.00
UNPLATTED INLET NEAR LOT 35 (#1)					
8	12" Flared End Section w/grate	1	EA	\$750.00	\$750.00
9	Clear & Grub	20	SYD	\$15.00	\$300.00
10	Geo-Grid & Rip-Rap at inlet	10	SYD	\$100.00	\$1,000.00
AT CULVERT OUTLET (#2)					
11	Headwall & Rip-Rap (MDOT R-85-D)	1	LS	\$15,000.00	\$15,000.00
200' OF 12-FT WIDE PRIVATE DRAINAGE EASEMENT (#6)					
12	Clear & Grub	300	SYD	\$15.00	\$4,500.00
13	Earthwork (Grading /Shaping)	200	CYD	\$16.00	\$3,200.00
14	4" Topsoil	300	SYD	\$1.50	\$450.00
15	Turfing (Seed & Mulch)	300	SYD	\$1.00	\$300.00
16	Mulch Blanket	300	SYD	\$2.50	\$750.00
17	Geotextile Fabric	300	SYD	\$15.00	\$4,500.00
18	Stone Cobble/Rip-Rap to line ditch (MDOT R-46-D)	100	SYD	\$80.00	\$8,000.00
300' OF 15-FT WIDE PRIVATE DRAINAGE EASEMENT (#2, #3, #4)					
19	Clear & Grub	600	SYD	\$15.00	\$9,000.00
20	Earthwork (Grading /Shaping)	600	CYD	\$16.00	\$9,600.00
21	4" Topsoil	600	SYD	\$1.50	\$900.00
22	Turfing (Seed & Mulch)	600	SYD	\$1.00	\$600.00
23	Mulch Blanket	600	SYD	\$2.50	\$1,500.00
24	Geotextile Fabric	600	SYD	\$12.00	\$7,200.00
25	Stone Cobble/Rip-Rap to line ditch (MDOT R-46-D)	200	SYD	\$80.00	\$16,000.00
Construction Subtotal					\$112,175.00
Construction Contingencies 10%					\$11,217.50
Construction Total					\$123,392.50
Preliminary Assessment District Consultant Services (incurred costs to be reimbursed)					\$12,750.00
Easement Documents					\$2,500.00
Final Engineering, Permitting & Bidding 10%					\$12,339.25
Construction Inspection, Staking, Materials Testing, Contract Administration 10%					\$12,339.25
Legal Services 10%					\$12,339.25
Permit Fees					\$1,000.00
5 Year Maintenance					\$10,000.00
PROJECT TOTAL					\$186,660.25

NOTES:

1. These costs are based on preliminary information. The actual site conditions may result in variations of unit prices or items.
2. This cost estimate is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of bidding, construction, changed conditions, labor rate, changes, or other factors beyond the control of the Engineer.

1954 PA 1988 Proceedings

CERTIFICATE

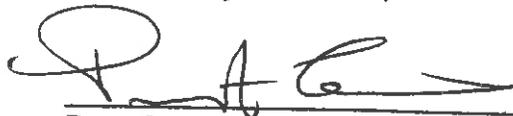
To the Clerk and Township Board
Peninsula Township
Grand Traverse County, Michigan

Dear Officials:

This is to certify that I, Pete Correia, the Supervisor have checked the petition entitled Petition to Establish a Special Assessment District for the Construction, Improvement and Maintenance of a Storm Sewer Pursuant to 1954 PA 188, as amended, to the assessment rolls of the Township. I certify that the Petition has been signed by the record owners of 52.72 percent of the total area within the boundaries as described in the Petition.

I hereby certify that the assessment roll and all assessment records are verified with the records of the Register of Deeds for Grand Traverse County, as to the record owners of all property within the Township of Peninsula and within the area as set forth in the Petition on the day of filing the Petition as to area property owners.

Respectfully submitted,



Pete Correia, Supervisor
Peninsula Township

Dated: 6-8-16

TOWNSHIP OF PENINSULA
Resolution No. _____ of 2016

**RESOLUTION TO RECEIVE PETITION TO CREATE SPECIAL
ASSESSMENT DISTRICT, TO DECLARE INTENT TO CREATE SPECIAL
ASSESSMENT DISTRICT, AND TO SCHEDULE PUBLIC HEARING**

At a regular meeting of the Township Board for the Township of Peninsula, Grand Traverse County, Michigan, held in the Township Hall located at 13235 Center Road, Traverse City, Michigan, on the _____ day of June, 2016.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by

_____.

RESOLUTION

Recitals

WHEREAS, Act No. 188 of the Public Acts of 1954, as amended, authorizes the township board to establish a special assessment district for the purpose of raising funds for the construction, improvement and maintenance of a storm sewer;

WHEREAS, the Peninsula Township Board has received a petition signed by the owners of more than fifty percent (50%) of the land to be included in the proposed special assessment district requesting the creation of a special assessment district for the purpose of raising funds for the construction, improvement and maintenance of a storm sewer;

WHEREAS, the township assessor/supervisor has submitted a certificate verifying that the signatures on the petition constitute the record owners of more than fifty percent (50%) of the land to be included in the special assessment district; and

WHEREAS, the Peninsula Township Board has determined that it is in the best interest of Peninsula Township to establish a special assessment district to construct, improve and maintain a storm sewer.

Resolution

NOW, THEREFORE, BE IT RESOLVED that the Peninsula Township Board hereby receives the petition requesting the creation of a special assessment district for the purpose of raising funds for the construction, improvement and maintenance of a storm sewer and the Certificate pertaining thereto.

BE IT FURTHER RESOLVED that the Township Board hereby tentatively declares its intent to establish a special assessment district on the following identified properties within Peninsula Township for the purpose of raising funds for construction, improvement and maintenance of a storm sewer:

11-005-000-10	11-005-000-50	11-005-000-75	11-005-002-00
11-005-021-10	11-132-007-00	11-132-007-20	11-132-008-00
11-132-008-10	11-132-008-20	11-440-014-00	11-440-015-00
11-440-016-00	11-440-017-00	11-440-018-00	11-440-025-00
11-440-029-00	11-440-030-00	11-440-031-00	11-440-033-00
11-440-034-00	11-440-035-50	11-440-036-00	11-440-037-00
11-440-038-00	11-577-001-00	11-577-007-00	11-577-008-00
11-577-009-00	11-577-010-00	11-577-011-00	11-577-012-00
11-577-013-00	11-577-014-00	11-577-016-00	11-577-017-00
11-577-018-00	11-577-019-00	11-577-020-00	11-577-021-00
11-577-022-00	11-577-023-00	11-577-024-00	11-577-025-00
11-577-900-00	11-577-901-00		

BE IT FURTHER RESOLVED that the Township Board hereby tentatively designates the Special Assessment District against which the costs of the construction, improvement and maintenance of a storm sewer will be assessed as the Braemar Estates Storm Sewer Special Assessment District.

BE IT FURTHER RESOLVED that a public hearing on any objections to the establishment of the Braemar Estates Storm Sewer Special Assessment District shall be held on _____, 2016, at the Peninsula Township Hall at 13235 Center Road, Grand Traverse County, Michigan commencing at 7:00 p.m.

BE IT FURTHER RESOLVED that the Township Clerk be instructed to give the proper notice of such public hearing by mailing and publication in accordance with law and statute provided.

BE IT FURTHER RESOLVED that all Resolutions and parts of Resolutions insofar as they conflict with the provisions of this Resolution be and the same are hereby rescinded.

YES: _____

NO: _____

RESOLUTION DECLARED ADOPTED.

TOWNSHIP OF Peninsula

By: _____
Pete Correia, Supervisor

I, the undersigned, the Clerk of the Township of Peninsula, Grand Traverse County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Peninsula Township Board of said municipality at its regular meeting held on _____, 2016, relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: _____

Monica Hoffman, Clerk

From: The Treasurer's Office

6/07/2016

To: Peninsula Township Board

Re: AT&T Lease Extension Proposal

Fellow Board members:

Please find enclosed a proposal from AT&T that would extend their lease thru 2048.

I have spoken with Mr. Lithyovong, AT&T lease consultant and we have worked out an agreement for your consideration.

I will present some of the highlights of this proposal at the meeting. If you have any questions before please give me a call.

Thank You,

David K. Weatherholt 

Peninsula Township Treasurer



June 6, 2016

Peninsula Township
Attn: David Weatherholt
13235 Center Road
Traverse City, MI 49686

Re: AT&T Lease Expiration Program

FA # 10123807; Lease ID: 110973, TRAVMI3396, located at 14247 CENTER ROAD, TRAVERSE CITY, MI 49686

Dear David Weatherholt,

As you are aware, AT&T Mobility ("AT&T") has partnered with Md7, LLC ("Md7") to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network. AT&T has asked Md7 to provide services in administering AT&T's Lease Expiration Program (LEP). Md7 has been authorized by AT&T to correspond and discuss how the LEP program may be of benefit to you.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

What does this mean to me?

AT&T would like to work together with you in extending the current lease which the **current term is set to expire on May 31, 2018**. AT&T is willing to offer the following modifications to secure a longer-term lease with you:

- Commencing **June 1, 2018**: Rent will be **\$2,250.00 per month** based on regional market analysis and operational performance statistics.
- Rent will remain fixed until **June 1, 2028**. On this date, and **every five years thereafter**, a **5% escalator** will take effect and be set into place until the termination or expiration of the lease.
- Extend the life of the lease with up to 5 renewal terms (1 term is equal to 5 years), **through May 31, 2048**.

In order to achieve the necessary lease flexibility required for upcoming technological shifts, the following language must be inserted into the existing lease:

■ Expansion of Permitted Use

“Tenant, its personnel, invitees, contractors, agents, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and, with prior written notice to landlord, to modify, supplement, replace, upgrade, expand, including the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon (collectively, "Communications Facility"), or relocate the same **within the Premises** at any time during the term of the Agreement, so long as these changes do not exceed the structural capacity of the tower/structure at this height, or at Tenant's sole expense upgrade the structural capacity, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Tenant may operate the Communications Facility at any frequency for which it has all requisite licenses and permits so long as these frequencies do not cause an interference issue with an existing lawfully installed and properly operated tenant on the tower/structure. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.”

■ Rental Stream Offer

“If at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ~~ninety six~~ ⁹⁰ ~~sixty~~ (90 60) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the ~~ninety six~~ ⁹⁰ ~~sixty~~ (90 60) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.”

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship for years to come. Participation in this program is optional and AT&T will continue to abide by the terms of the existing agreement, **including AT&T's rights to not extend the existing lease agreement**. After having reviewed this proposal, please contact me prior to June 15, 2016. Thank you for your consideration.

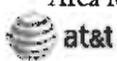
Sincerely,

Pele Lithyovong

Md7 | Lease Consultant
10590 West Ocean Air Dr.
San Diego, CA 92130
o (858) 926-3903
f (858) 408-3391
plithyovong@md7.com

Authorized Agent for AT&T Mobility

cc: Gregory D. Ohmer
Area Manager Real Estate Transaction, AT&T Mobility



Submission of this letter does not constitute a modified agreement and is only a proposal. The parties acknowledge and agree that they intend to be bound only upon the execution of an amendment detailing the provisions herein.

Sample Amendment Template

_____ AMENDMENT TO LEASE/AGREEMENT/LICENSE

THIS _____ AMENDMENT TO LEASE/AGREEMENT/LICENSE (“_____ Amendment”) dated as of the later date below is by and between _____, successor in interest to _____, having a mailing address at _____ (hereinafter referred to as “Landlord/Licensor”) and New Cingular Wireless PCS, LLC, successor by merger to _____, having a mailing address at 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “Tenant/Licensee”).

WHEREAS, Landlord/Licensor and Tenant/Licensee (or their predecessors in interest) entered into a Lease/Agreement/License dated _____, ____, as amended by First Amendment to Lease/Agreement/License dated _____, ____, (hereinafter, collectively, the “Lease/Agreement/License”), whereby Landlord/Licensor leased to Tenant/Licensee certain Premises, therein described, that are a portion of the Property located at _____; and

WHEREAS, Landlord/Licensor and Tenant/Licensee desire to extend the term of the Lease/Agreement/License; and

WHEREAS, Landlord/Licensor and Tenant/Licensee desire to modify, as set forth herein, the Rent (as defined below) payable under the Lease/Agreement/License; and

WHEREAS, Landlord/Licensor and Tenant/Licensee, in their mutual interest, further wish to amend the Lease/Agreement/License as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord/Licensor and Tenant/Licensee agree as follows:

1. **Term.** The term of the Lease/Agreement/License shall be amended to provide that the Lease/Agreement/License has a new initial term of Five (5) years (“New Initial Term”), commencing on June 1, 2018 (“New Term Commencement Date”). As of such New Term Commencement Date, all remaining renewal terms in the Lease/Agreement/License except as set forth herein shall be void and of no further force and consequence. The Lease/Agreement/License will be automatically renewed for up to Five (5) additional Sixty (60) month terms (each an “Extension Term”) upon the same terms and conditions of the Lease/Agreement/License, as amended herein, without further action by Tenant/Licensee, unless Tenant/Licensee notifies Landlord/Licensor in writing of Tenant/Licensee’s intention not to renew the Lease/Agreement/License at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term “Term” shall include the New Initial Term and any applicable Extension Term. Landlord/Licensor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant/Licensee may continue to use and exercise its rights under the Lease/Agreement/License as permitted prior to the New Initial Term.

2. **Rent.** Commencing on June 1, 2018, the Rent payable under the Lease/Agreement/License shall be Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00) per month (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Future Rent Increase.** The Lease/Agreement/License is amended to provide that commencing on June 1, 2028 Rent shall increase by Five Percent (5%) and at the beginning of each Extension Term, as applicable.

4. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord/Licensor and Tenant/Licensee, Landlord/Licensor agrees that Tenant/Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Acknowledgement.** Landlord/Licensor acknowledges that: 1) this _____ Amendment is entered into of the Landlord/Licensor's free will and volition; 2) Landlord/Licensor has read and understands this _____ Amendment and the underlying Lease/Agreement/License and, prior to execution of this _____ Amendment, was free to consult with counsel of its choosing regarding Landlord/Licensor's decision to enter into this _____ Amendment and to have counsel review the terms and conditions of this _____ Amendment; 3) Landlord/Licensor has been advised and is informed that should Landlord/Licensor not enter into this _____ Amendment, the underlying Lease/Agreement/License between Landlord/Licensor and Tenant/Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Paragraph/Section ___ of the Lease/Agreement/License is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant/Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # _____
Cell Site Name _____ (_____); Fixed Asset No.: 10123807
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # _____

Cell Site Name _____ (_____); Fixed Asset No: 10123807
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord/Licensor:

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

7. **Charges.** All charges payable under the Lease/Agreement/License such as utilities and taxes shall be billed by Landlord/Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord/Licensor, and shall not be payable by Tenant/Licensee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord/Licensor. The provisions of this subsection shall survive the termination or expiration of the Lease/Agreement/License.

8. **Memorandum of Lease/Agreement/License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease/Agreement/License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease/Agreement/License and this _____ Amendment, the terms of this _____ Amendment shall control. Except as expressly set forth in this _____ Amendment, the Lease/Agreement/License otherwise is unmodified and remains in full force and effect. Each reference in the Lease/Agreement/License to itself shall be deemed also to refer to this _____ Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease/Agreement/License.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this _____ Amendment on the date and year below.

LANDLORD/LICENSOR:

TENANT/LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Attachment 1

Memorandum of Lease/Agreement/License



May 16, 2016

Peninsula Township
Attn: David Weatherholt
13235 Center Road
Traverse City, MI 49686

Re: AT&T Lease Expiration Program

FA # 10123807; Lease ID: 110977, TRAVMI3396, located at 14247 CENTER ROAD, TRAVERSE CITY, MI 49686

Dear David Weatherholt,

As you are aware, AT&T Mobility ("AT&T") has partnered with Md7, LLC ("Md7") to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network. AT&T has asked Md7 to provide services in administering AT&T's Lease Expiration Program (LEP). Md7 has been authorized by AT&T to correspond and discuss how the LEP program may be of benefit to you.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

What does this mean to me?

AT&T would like to work together with you in extending the current lease which the **current term is set to expire on May 31, 2018**. AT&T is willing to offer the following modifications to secure a longer-term lease with you:

- Commencing **June 1, 2018**: Rent will be **\$450.00 per month** based on regional market analysis and operational performance statistics.
- Extend the life of the lease with up to 5 renewal terms (1 term is equal to 5 years), **through May 31, 2048**.

In order to achieve the necessary lease flexibility required for upcoming technological shifts, the following language must be inserted into the existing lease:

- Expansion of the Premises

“Landlord grants Tenant the right, to the extent practicable and on a space available basis, to enlarge the premises or to make space available on the property for Tenant so that Tenant, **not to exceed three hundred thirty-six (336) square feet**, may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communication Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion. Should Tenant exercise the right to expand the Premises, **Tenant will pay and Landlord will accept as additional Rent** under the Lease an amount equal to the then current rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon written notice to Landlord, a description and/or depiction of the modified Premises ground will become part of the Lease without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Landlord's Property, which either party may record at its option. Any expansion of the premises by Tenant should be done in full compliance with Peninsula Township zoning ordinance.”

- Rental Stream Offer

“If at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ~~ninety~~ ~~sixty~~ ~~(90~~ ~~60)~~ days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the ~~ninety~~ ~~sixty~~ ~~(90~~ ~~60)~~ day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.”

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship for years to come. Participation in this program is optional and AT&T will continue to abide by the terms of the existing agreement, **including AT&T's rights to not extend the existing lease agreement**. After having reviewed this proposal, please contact me prior to May 25, 2016. Thank you for your consideration.

Sincerely,

Pele Lithyovong

Md7 | Lease Consultant
10590 West Ocean Air Dr.
San Diego, CA 92130
o (858) 926-3903
f (858) 408-3391
plithyovong@md7.com

Authorized Agent for AT&T Mobility

cc: Gregory D. Ohmer
Area Manager Real Estate Transaction, AT&T Mobility



Submission of this letter does not constitute a modified agreement and is only a proposal. The parties acknowledge and agree that they intend to be bound only upon the execution of an amendment detailing the provisions herein.

Sample Amendment Template

_____ AMENDMENT TO LEASE/AGREEMENT/LICENSE

THIS _____ AMENDMENT TO LEASE/AGREEMENT/LICENSE (“_____ Amendment”) dated as of the later date below is by and between _____, successor in interest to _____, having a mailing address at _____ (hereinafter referred to as “Landlord/Licensor”) and New Cingular Wireless PCS, LLC, successor by merger to _____, having a mailing address at 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “Tenant/Licensee”).

WHEREAS, Landlord/Licensor and Tenant/Licensee (or their predecessors in interest) entered into a Lease/Agreement/License dated _____, _____, as amended by First Amendment to Lease/Agreement/License dated _____, _____, (hereinafter, collectively, the “Lease/Agreement/License”), whereby Landlord/Licensor leased to Tenant/Licensee certain Premises, therein described, that are a portion of the Property located at _____; and

WHEREAS, Landlord/Licensor and Tenant/Licensee desire to extend the term of the Lease/Agreement/License; and

WHEREAS, Landlord/Licensor and Tenant/Licensee desire to modify, as set forth herein, the Rent (as defined below) payable under the Lease/Agreement/License; and

WHEREAS, Landlord/Licensor and Tenant/Licensee, in their mutual interest, further wish to amend the Lease/Agreement/License as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord/Licensor and Tenant/Licensee agree as follows:

1. **Term.** The term of the Lease/Agreement/License shall be amended to provide that the Lease/Agreement/License has a new initial term of Five (5) years (“New Initial Term”), commencing on June 1, 2018 (“New Term Commencement Date”). As of such New Term Commencement Date, all remaining renewal terms in the Lease/Agreement/License except as set forth herein shall be void and of no further force and consequence. The Lease/Agreement/License will be automatically renewed for up to Five (5) additional Sixty (60) month terms (each an “Extension Term”) upon the same terms and conditions of the Lease/Agreement/License, as amended herein, without further action by Tenant/Licensee, unless Tenant/Licensee notifies Landlord/Licensor in writing of Tenant/Licensee’s intention not to renew the Lease/Agreement/License at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term “Term” shall include the New Initial Term and any applicable Extension Term. Landlord/Licensor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant/Licensee may continue to use and exercise its rights under the Lease/Agreement/License as permitted prior to the New Initial Term.

2. **Rent.** Commencing on June 1, 2018, the Rent payable under the Lease/Agreement/License shall be Four Hundred Fifty and No/100 Dollars (\$450.00) per month (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Future Rent Payments.** The Lease/Agreement/License is amended to provide that commencing on June 1, 2018, Rent shall be fixed during the Initial Term and all Extension Term(s).

4. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord/Licensor and Tenant/Licensee, Landlord/Licensor agrees that Tenant/Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Acknowledgement.** Landlord/Licensor acknowledges that: 1) this _____ Amendment is entered into of the Landlord/Licensor's free will and volition; 2) Landlord/Licensor has read and understands this _____ Amendment and the underlying Lease/Agreement/License and, prior to execution of this _____ Amendment, was free to consult with counsel of its choosing regarding Landlord/Licensor's decision to enter into this _____ Amendment and to have counsel review the terms and conditions of this _____ Amendment; 3) Landlord/Licensor has been advised and is informed that should Landlord/Licensor not enter into this _____ Amendment, the underlying Lease/Agreement/License between Landlord/Licensor and Tenant/Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Paragraph/Section ___ of the Lease/Agreement/License is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant/Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # _____
Cell Site Name _____ (MI); Fixed Asset No.: 10123807
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # _____
Cell Site Name _____ (MI); Fixed Asset No: 10123807

208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord/Licensor:

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

7. **Charges.** All charges payable under the Lease/Agreement/License such as utilities and taxes shall be billed by Landlord/Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord/Licensor, and shall not be payable by Tenant/Licensee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord/Licensor. The provisions of this subsection shall survive the termination or expiration of the Lease/Agreement/License.

8. **Memorandum of Lease/Agreement/License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease/Agreement/License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease/Agreement/License and this _____ Amendment, the terms of this _____ Amendment shall control. Except as expressly set forth in this _____ Amendment, the Lease/Agreement/License otherwise is unmodified and remains in full force and effect. Each reference in the Lease/Agreement/License to itself shall be deemed also to refer to this _____ Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease/Agreement/License.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this _____ Amendment on the date and year below.

LANDLORD/LICENSOR:

TENANT/LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Attachment 1

Memorandum of Lease/Agreement/License

23 May 2016

Peninsula Township
Attn: Monica Hoffman
13235 Center Rd
Traverse City MI 49686

We agree to furnish materials and labor for re-roofing Fire Station 2 as follows:

Office: We will remove the existing roof membrane and haul away. Then furnish and install 1 layer of ½" polystyrene recovery board over the existing insulation, Sikaplan 45 mil mechanically fastened roof system (white pvc), Sikaplan 45 mil fully adhered membrane flashing under the existing shingles, flash (3) pipe penetrations, and Sarnaclad metal roof edge for the sum of:

\$6,805.00

Garage: We will remove the existing roof membrane and haul away. Then furnish and install 1 layer of ½" polystyrene recovery board over the existing insulation, Sikaplan 45 mil mechanically fastened roof system (white pvc), flash (2) pipe penetrations, and Sarnaclad metal roof edge for the sum of:

\$8,735.00

THIS ROOF CARRIES A 15 YEAR GUARANTEE ON MATERIALS & LABOR

Combined: \$14,935.00

Combined with Sikaplan 60 mil membrane in lieu of Sikaplan 45 mil membrane: \$15,710.00

Combined with 1 layer of 1-1/2" polyisocyanurate insulation in lieu of 1 layer of ½" polystyrene recovery board: \$16,985.00

Alternate to remove the existing roofs to the roof deck and haul away and furnish and install 1 layer of 1-1/2" polyisocyanurate insulation: \$20,090.00

EXCEPTIONS: This bid includes the above items only. Any differences will be charged or credited accordingly.

1. *TERMS: Net 30 days. Service charge is 1 ½% on accounts not paid within 30 days of billing date, which is 18% per annum which is applied to unpaid balance.*
2. *All ice and snow removal to be done by general contractor.*
3. *We will not be responsible for damage done by other tradesmen and we shall not be liable for any damages or delays caused by strikes, lockouts, embargos, fires, car shortages, floods, tornadoes, accidents or other causes beyond our control, and the time for delivery of materials of doing the work hereunder shall be extended for the time of delay by reason of any said causes.*
4. *We agree to carry Workmen's Compensation and Public Liability Insurance.*
5. *You shall furnish no labor or materials on our account without written order. No prorated or general charges shall be assessed against us.*
6. *There are no promises, agreements, or understandings, between you and us, not contained in this agreement. This is made subject to your acceptance within 30 days.*

Acceptance and return of this proposal shall constitute a contract.

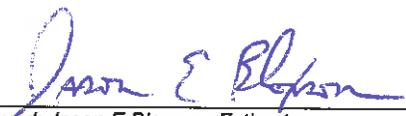
Respectfully submitted,
Bloxsom Roofing & Siding Company

Accepted: _____ 2016

Firm: _____

By: _____

Title: _____

By: 
 Approved: Jason E Bloxsom Estimator

Michael Collier - Salesman

BLOXSOM ROOFING

3733 Blair Townhall Road
 Traverse City, MI 49684
 ph: 231.943.8781 ■ fax: 231.943.9146
www.bloxsomroofing.com

23 May 2016

Peninsula Township
Attn: Monica Hoffman
13235 Center Rd
Traverse City MI 49686

We agree to furnish materials and labor for re-roofing Fire Station 2 as follows:

Office: We will remove the existing roof membrane and haul away. Then furnish and install 1 layer of ½" polystyrene recovery board over the existing insulation, Sikaplan 45 mil mechanically fastened roof system (white pvc), Sikaplan 45 mil fully adhered membrane flashing under the existing shingles, flash (3) pipe penetrations, and Sarnaclad metal roof edge for the sum of:

\$6,805.00

Garage: We will remove the existing roof membrane and haul away. Then furnish and install 1 layer of ½" polystyrene recovery board over the existing insulation, Sikaplan 45 mil mechanically fastened roof system (white pvc), flash (2) pipe penetrations, and Sarnaclad metal roof edge for the sum of:

\$8,735.00

THIS ROOF CARRIES A 15 YEAR GUARANTEE ON MATERIALS & LABOR

Combined: \$14,935.00

Combined with Sikaplan 60 mil membrane in lieu of Sikaplan 45 mil membrane: \$15,710.00

Combined with 1 layer of 1-1/2" polyisocyanurate insulation in lieu of 1 layer of ½" polystyrene recovery board: \$16,985.00

Alternate to remove the existing roofs to the roof deck and haul away and furnish and install 1 layer of 1-1/2" polyisocyanurate insulation: \$20,090.00

EXCEPTIONS: This bid includes the above items only. Any differences will be charged or credited accordingly.

1. *TERMS: Net 30 days. Service charge is 1 ½% on accounts not paid within 30 days of billing date, which is 18% per annum which is applied to unpaid balance.*
2. *All ice and snow removal to be done by general contractor.*
3. *We will not be responsible for damage done by other tradesmen and we shall not be liable for any damages or delays caused by strikes, lockouts, embargos, fires, car shortages, floods, tornadoes, accidents or other causes beyond our control, and the time for delivery of materials of doing the work hereunder shall be extended for the time of delay by reason of any said causes.*
4. *We agree to carry Workmen's Compensation and Public Liability Insurance.*
5. *You shall furnish no labor or materials on our account without written order. No prorated or general charges shall be assessed against us.*
6. *There are no promises, agreements, or understandings, between you and us, not contained in this agreement. This is made subject to your acceptance within 30 days.*

Acceptance and return of this proposal shall constitute a contract.

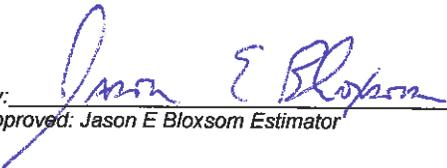
Respectfully submitted,
Bloxsom Roofing & Siding Company

Accepted: _____ 2016

Firm: _____

By: _____

Title: _____

By: 
Approved: Jason E Bloxsom Estimator

Michael Collier - Salesman

BLOXSOM ROOFING

3733 Blair Townhall Road
Traverse City, MI 49684
ph: 231.943.8781 ■ fax: 231.943.9146
www.bloxsomroofing.com



ROOFING & SUPPLY, INC.

OVER 40 YEARS OF QUALITY

To: Peninsula Township
14247 Center Road
Traverse City, MI 49686

May 4, 2016

Attn: Randy Ritten
Re: Fire Stations

Dear Randy,

We would like to submit the following for your consideration –
Tear off existing top roof (PVC) system.

Insulation – over prepared surface, mechanically attach one layer 1.1 ISO.

Roof system -- furnish and install 0.60 TPO Rhino-bond (white) roof system as per manufacturer's written specifications. Install all necessary flashings around all roof penetrations and perimeter walls.

Furnish and install 24 ga. sheetmetal. Provide and install pre-finished metal eave flashings around entire perimeter including any necessary cap flashings. All metal shall have a baked-on Kynar 500 finish. Color to be of owner's choice (standard colors only).

Upon completion, furnish to owner a 20 year watertight warranty direct from the manufacturer.

Price: \$16,988.00

14247 Center Peninsula Township
Tear off existing top roof (PVC) system.

Insulation -- over prepared surface, mechanically attach one layer 1.1 ISO.

Roof system -- furnish and install 0.60 TPO Rhino-bond (white) roof system as per manufacturer's written specifications. Install all necessary flashings around all roof penetrations and perimeter walls.

Furnish and install 24 ga. sheetmetal. Provide and install pre-finished metal eave flashings around entire perimeter including any necessary cap flashings. All metal shall have a baked-on Kynar 500 finish. Color to be of owner's choice (standard colors only).



ROOFING & SUPPLY, INC.

OVER 40 YEARS OF QUALITY

Upon completion, furnish to owner a 20 year watertight warranty direct from the manufacturer.

Price: \$27,164.00

Very truly yours

Brian Krombeen, General Manager

To accept this bid, please sign, date, and return

sign _____ date _____

MILLS CONSTRUCTION SERVICE, INC
 10361 EAST CHERRY BEND ROAD
 TRAVERSE CITY, MICHIGAN 49684
 (231) 929-2366 FAX (231) 929-2989

PROPOSAL

To: Peninsula Township
 13235 Center Road
 Traverse City, MI 49686

BUILDERS LICENSE: # 2102124757 / # 2101200056	
PHONE: 231-223-7322	DATE: May 3, 2016
JOB NAME/LOCATION: Fire Station #2	
EMAIL:	

We hereby submit specifications and estimates for: Fire Station #2

Mills Construction Service, Inc. will provide roofing material and labor to install a new roof on the Fire Station #2.

1. Tear off all existing roofing material down to the deck and inspect the sheeting for any water damage. If any is found, replace for \$3.50 per square foot. *This would be added to the final bill.*
2. Mechanically fasten layer of 1" polyiso foam insulation board (approximately 5.7 R-value) to flat/low slope fields.
3. Install color coordinating steel drip edge and gravel stop metal to perimeter.
4. Install new system matching vent pipe boots.
5. Fully adhere black 60mil EPDM roofing membrane to foam insulation board substrate. Laying out material in best possible orientation as to promote best possible water flow off roof.
6. Flash all seams, terminations and penetrations.
7. Install CertainTeed ice and water shield to entire large transition in middle of roof.
8. Install CertainTeed Landmark shingles for field shingles on transition.
9. Install CertainTeed cap accessory to finish transition.
10. Haul away all debris from the job site.
11. All work carries a two (2) year workmanship warranty.

Note: Due to membrane roofing must be installed in acceptable temperature range above 40 degrees.

11. Proposal price is subject to increase if costs for materials increase between proposal date & work date.
12. Please call the office to discuss scheduling or any questions you may have.

We Propose hereby to furnish material and labor--complete in accordance with the above specifications, for the sum of:

TWENTY NINE THOUSAND FIVE HUNDRED FIFTEEN DOLLARS AND XX/100 Dollars (\$29,515.00)

Payment to be made as follows: A DRAW OF 60% WILL BE REQUESTED UPON ACCEPTANCE OF PROPOSAL AND THE REMAINDER TO BE PAID UPON COMPLETION OF THE JOB.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal-- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized
Signature: _____

Ilyer Mills

 (KS)

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____

Signature: _____

RECEIVED
 MAY 21 2016
 CLARK

MILLS CONSTRUCTION SERVICE, INC
10361 EAST CHERRY BEND ROAD
TRAVERSE CITY, MICHIGAN 49684
(231) 929-2366 FAX (231) 929-2989

PROPOSAL

To: **Peninsula Township**
13235 Center Road
Traverse City, MI 49686

BUILDERS LICENSE: # 2102124757 / # 2101200056	
PHONE: 231-223-7322	DATE: May 3, 2016
JOB NAME/LOCATION: Fire Station #2	
EMAIL:	

We hereby submit specifications and estimates for: Fire Station #2

Mills Construction Service, Inc. will provide roofing material and labor to install a new roof on the Fire Station #2.

1. Tear off all existing roofing material down to the deck and inspect the sheeting for any water damage. If any is found, replace for \$3.50 per square foot. *This would be added to the final bill.*
2. Mechanically fasten layer of 1" polyiso foam insulation board (approximately 5.7 R-value) to flat/low slope fields.
3. Install color coordinating steel drip edge and gravel stop metal to perimeter.
4. Install new system matching vent pipe boots.
5. Fully adhere black 60mil EPDM roofing membrane to foam insulation board substrate. Laying out material in best possible orientation as to promote best possible water flow off roof.
6. Flash all seams, terminations and penetrations.
7. Install CertainTeed ice and water shield to entire large transition in middle of roof.
8. Install CertainTeed Landmark shingles for field shingles on transition.
9. Install CertainTeed cap accessory to finish transition.
10. Haul away all debris from the job site.
11. All work carries a two (2) year workmanship warranty.

Note: Due to membrane roofing must be installed in acceptable temperature range above 40 degrees.

11. Proposal price is subject to increase if costs for materials increase between proposal date & work date.
12. Please call the office to discuss scheduling or any questions you may have.

We Propose hereby to furnish material and labor—complete in accordance with the above specifications, for the sum of:

TWENTY NINE THOUSAND FIVE HUNDRED FIFTEEN DOLLARS AND XX/100 Dollars (\$29,515.00)

Payment to be made as follows: A DRAW OF 60% WILL BE REQUESTED UPON ACCEPTANCE OF PROPOSAL AND THE REMAINDER TO BE PAID UPON COMPLETION OF THE JOB.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal-- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized
Signature: _____

Tyler Mills
KS

Note: This proposal may be
withdrawn by us if not accepted within 30 days.

Signature: _____

Signature: _____

PENINSULA TOWNSHIP

13235 Center Road, Traverse City MI 49686

Ph: 231.223.7322 Fax: 231.223.7117

www.peninsulatownship.com

June 15, 2016

Timothy G. Quinn & Michelle E. Keith
PO Box 157
Old Mission, MI 49673

RE: Refund of storm water permit fee
18494 Dougherty Lane, Traverse City, MI 49686
Parcel ID #28-11-235-014-55

Dear Mr. Quinn & Ms. Keith,

Enclosed you will find a refund check in the amount of \$128.00; this amount is the unused portion of your submitted storm water permit fee.

Feel free to contact this office should you have any questions.

Sincerely,



Michelle Reardon

Director of Planning & Zoning

To: Peninsula Township Clerk

From: Michelle Reardon,  Planning & Zoning Department

Re: Quinn Storm Water Permit Fee Refund
18494 Dougherty Lane, Traverse City, MI 49686
Parcel ID: 28-11-235-014-55

Date: May 26, 2016

Please issue a refund in the amount of \$128.00 to:

Timothy G. Quinn & Michelle E. Keith
PO Box 157
Old Mission, MI 49673

This amount is the unused balance of the storm water permit fee. Feel free to contact me should you have any questions.

Thank you.

06/07/2016

Town board officials,

Included in your packets are bids for a new UTV. The Fire Department is requesting that you approve a bid for a John Deere Gator. This UTV is the replacement of our snowmobile and our Polaris Ranger that we sold last fall in the surplus sale. This will be a versatile UTV for winter emergencies, races, and wildfires. Also this type unit will support our wildfire skid to be placed in the back. This will be coming out of our capital outlay line item.

As you review the bids you will see that I had two of our local businesses price them out and one place from Lake City. I also placed an ad in the paper and on our website.

Two of the bids are the same price and the other from Lake City is more money. The two that bid the same price bidded it as a "State" bid. I am not sure if we would be considered that or not. I would like to deal with Classic Motors of Traverse City if at all possible assuming that price stays the same, if it doesn't I would say my next option would be to choose Bader and Sons from Lake City. They have been a great company to work with and have always loaned us equipment for our races when we have asked. I did notice they left 3 items off of their bid so it would go up approximately \$1,050.00. Thank You for taking the time to review these bids.



JOHN DEERE

Quote Summary

Prepared For:
Peninsula Fire
Po Box 13
Old Mission, MI 49673

Prepared By:
Shawn Marcus
Bader & Sons Co.
4363 South Morey Road
Lake City, MI 49651
Phone: 231-839-8660
smarcus@greentractors.com

Quote Id: 11076656
Created On: 16 March 2015
Last Modified On: 01 March 2016
Expiration Date: 16 March 2015

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE XUV 825i S4(MY16 Build To Order)	\$ 17,899.00 X	1 =	\$ 17,899.00
Camoplast Tracks (825i)	\$ 4,749.00 X	1 =	\$ 4,749.00
Equipment Total			\$ 22,648.00

Quote Summary

Equipment Total	\$ 22,648.00
SubTotal	\$ 22,648.00
Total	\$ 22,648.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 22,648.00

*Standard Warranty
is 1 year.*

See extra page for extended warranty options.

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 11076656

JOHN DEERE XUV 825i S4(MY16 Build To Order)				
Hours:				
Stock Number:				
				Selling Price
				\$ 17,899.00
Code	Description	Qty	Unit	Extended
5120M	XUV 825i S4 (MY16 Build To Order)	1	\$ 14,759.00	\$ 14,759.00
Standard Options - Per Unit				
001A	US/Canada	1	\$ 0.00	\$ 0.00
1008	Yellow Alloy Wheels Maxxis Bighorn Radial Tires	1	\$ 862.00	\$ 862.00
2000	21 In. Standard XUV HB Seat - Yellow	1	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	\$ 0.00
3006	Deluxe Cargo Box with Polyurea Liner, Brake, Tail, Reverse Lights and Light Protector	1	\$ 359.00	\$ 359.00
4001	OPS with doors	1	\$ 1,200.00	\$ 1,200.00
4030	Black Roof	1	\$ 590.00	\$ 590.00
4099	Manual Lift	1	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	\$ 0.00
4201	Heavy Duty Front Brushguard	1	\$ 243.00	\$ 243.00
6300	Front Hood Rack XUV	1	\$ 241.00	\$ 241.00
	Standard Options Total			\$ 3,495.00
Dealer Attachments				
BM25922	OPS Abrasion Resistant Full Windshield	1	\$ 551.61	\$ 551.61
BM24737	OPS Side Mirrors	1	\$ 216.56	\$ 216.56
LP93207	Soft Rear Screen and Organizer - Black	1	\$ 99.93	\$ 99.93
BM24587	Deluxe Signal Light Kit	1	\$ 177.79	\$ 177.79
BM23370	Horn Kit	1	\$ 98.54	\$ 98.54
BM22811	Cargo Box FenderGuard	1	\$ 199.21	\$ 199.21
BM24282	Floormat	1	\$ 81.40	\$ 81.40
BM24283	Floormat (S4 rear)	1	\$ 93.51	\$ 93.51
BM22987	Heavy Duty Fender Guard	1	\$ 218.50	\$ 218.50
BM22767	Heavy Duty Rear Bumper	1	\$ 246.35	\$ 246.35
	Dealer Attachments Total			\$ 1,983.40
Other Charges				
	Freight	1	\$ 650.00	\$ 650.00
	Setup	1	\$ 500.00	\$ 500.00
	Other Charges Total			\$ 1,150.00
	Suggested Price			\$ 21,387.40
Customer Discounts				



JOHN DEERE

Selling Equipment

Quote Id: 11076656

Customer Discounts Total	\$ -3,488.40	\$ -3,488.40
Total Selling Price		\$ 17,899.00

Camoplast Tracks (825i)				
Hours:				
Stock Number:				
				Selling Price
				\$ 4,749.00
Code	Description	Qty	Unit	Extended
LP40587	Camoplast Tracks (825i)	1	\$ 4,999.00	\$ 4,999.00
Other Charges				
	Setup	1	\$ 250.00	\$ 250.00
	Other Charges Total			\$ 250.00
	Suggested Price			\$ 5,249.00
Customer Discounts				
	Customer Discounts Total		\$ -500.00	\$ -500.00
Total Selling Price				\$ 4,749.00



Pricing Page

Gator/UVs
 Quoted in US Dollars
 Effective Date: 02 Jun 2016

Model: XUV 825I New (Plan A) - Comprehensive New - Grace Period: Under 95 days & 100 hours			
Plan Term	Dealer Reference Number	Deductible	Protection Fee
18 Months / 250 Hours	00K160	\$ 0	\$ 200
13 Months / 500 Hours	00K331	\$ 0	\$ 414
24 Months / 300 Hours	00K206	\$ 0	\$ 258
24 Months / 600 Hours	00K363	\$ 0	\$ 491
24 Months / 800 Hours	00K712	\$ 0	\$ 890
30 Months / 500 Hours	00K363	\$ 0	\$ 454
30 Months / 1000 Hours	01K029	\$ 0	\$ 1286
36 Months / 600 Hours	00K490	\$ 0	\$ 613
36 Months / 1200 Hours	01K585	\$ 0	\$ 1981

Comprehensive warranty options

The "Plan Term" is the total warranty
 I.E. 18 months / 250 hrs is 18 total months (including
 the original 12 mo factory warranty)



ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Classic Motor Sports & Lawn
480 Us 31 South
Traverse City, MI 49685
231-943-9344
don@classictc.com

Quote Summary

Prepared For:
Peninsula
13235 Center Rd
Traverse City, MI 49686
Business: 231-223-4484

Delivering Dealer:
Classic Motor Sports & Lawn
Nemanja Stankovic
480 Us 31 South
Traverse City, MI 49685
Phone: 231-943-9344
Mobile: 586-625-6116
nemzs@classictc.com

Quote ID: 13500442
Created On: 07 June 2016
Last Modified On: 07 June 2016
Expiration Date: 07 July 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE XUV 825i S4(MY16 Build To Order) Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: March 23, 2016	\$ 22,214.02 X	1 =	\$ 22,214.02
Equipment Total			\$ 22,214.02

* Includes Fees and Non-contract items	Quote Summary
	Equipment Total \$ 22,214.02
	Trade In
	SubTotal \$ 22,214.02
	Total \$ 22,214.02
	Down Payment (0.00)
	Rental Applied (0.00)
	Balance Due \$ 22,214.02

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 13500442

Customer Name: PENINSULA

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Classic Motor Sports & Lawn
480 Us 31 South
Traverse City, MI 49685
231-943-9344
don@classicct.com

JOHN DEERE XUV 825i S4(MY16 Build To Order)

Hours:

Stock Number:

Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment

Selling Price *
\$ 22,214.02

Price Effective Date: March 23, 2016

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5120M	XUV 825i S4 (MY16 Build To Order)	1	\$ 14,759.00	14.00	\$ 2,066.26	\$ 12,692.74	\$ 12,692.74
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1008	Yellow Alloy Wheels Maxxis Bighorn Radial Tires	1	\$ 862.00	14.00	\$ 120.68	\$ 741.32	\$ 741.32
2000	21 In. Standard XUV HB Seat - Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3006	Deluxe Cargo Box with Polyurea Liner, Brake, Tail, Reverse Lights and Light Protector	1	\$ 359.00	14.00	\$ 50.26	\$ 308.74	\$ 308.74
4001	OPS with doors	1	\$ 1,200.00	14.00	\$ 168.00	\$ 1,032.00	\$ 1,032.00
4030	Black Roof	1	\$ 590.00	14.00	\$ 82.60	\$ 507.40	\$ 507.40
4099	Manual Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4201	Heavy Duty Front Brushguard	1	\$ 243.00	14.00	\$ 34.02	\$ 208.98	\$ 208.98
6300	Front Hood Rack XUV	1	\$ 241.00	14.00	\$ 33.74	\$ 207.26	\$ 207.26
Standard Options Total			\$ 3,495.00		\$ 489.30	\$ 3,005.70	\$ 3,005.70
Dealer Attachments/Non-Contract/Open Market							
BM25922	OPS Abrasion Resistant Full Windshield	1	\$ 551.06	14.00	\$ 77.15	\$ 473.91	\$ 473.91
BM24737	OPS Side Mirrors	1	\$ 188.31	14.00	\$ 26.36	\$ 161.95	\$ 161.95
BM26183	Turn Signal Light Harness Kit	1	\$ 139.10	14.00	\$ 19.47	\$ 119.63	\$ 119.63
BM25546	Turn Signal Light Kit	1	\$ 51.36	14.00	\$ 7.19	\$ 44.17	\$ 44.17



JOHN DEERE

Selling Equipment

Quote Id: 13500442

Customer Name: PENINSULA

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Classic Motor Sports & Lawn
480 Us 31 South
Traverse City, MI 49685
231-943-9344
don@classicctc.com

BM22811	Cargo Box FenderGuard	1	\$ 199.01	14.00	\$ 27.86	\$ 171.15	\$ 171.15
BM24282	Floormat	1	\$ 81.31	14.00	\$ 11.38	\$ 69.93	\$ 69.93
BM24283	Floormat (S4 rear)	1	\$ 81.31	14.00	\$ 11.38	\$ 69.93	\$ 69.93
BM22987	Heavy Duty Fender Guard	1	\$ 218.29	14.00	\$ 30.56	\$ 187.73	\$ 187.73
BM22767	Heavy Duty Rear Bumper	1	\$ 246.10	14.00	\$ 34.45	\$ 211.65	\$ 211.65
BM24643	4500 lb Winch Bumper Mount Kit (S4)	1	\$ 201.16	14.00	\$ 28.16	\$ 173.00	\$ 173.00
BM25170	WARN ProVantage 4500 lb Winch	1	\$ 706.20	14.00	\$ 98.87	\$ 607.33	\$ 607.33
LP40587	CAMOPLAST TRACKS	1	\$ 4,913.02	14.00	\$ 687.82	\$ 4,225.20	\$ 4,225.20
Dealer Attachments Total			\$ 7,576.23		\$ 1,060.67	\$ 6,515.58	\$ 6,515.58
Suggested Price						\$ 22,214.02	
Total Selling Price			\$ 25,830.23		\$ 3,616.23	\$ 22,214.00	\$ 22,214.02



JOHN DEERE

Quote Id: 13492339

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Classic Power Equipment
5858 Moore Road
Williamsburg, MI 49690
231-267-9400
andy@classictc.com

06 June 2016
13235 Center Rd
Traverse City, MI 49686

Dear Randy

Here is the quote you asked for on the S4 Gator.

Sincerely
Andy
Classic Power Equipment

Andy Elmy
231-267-9400
Classic Power Equipment



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Classic Power Equipment
 5858 Moore Road
 Williamsburg, MI 49690
 231-267-9400
 andye@classictc.com

Quote Summary

Prepared For:
 Peninsula Township
 13235 Center Rd
 Traverse City, MI 49686
 Business: 231-223-4484

Delivering Dealer:
Classic Power Equipment
 Andy Elmy
 5858 Moore Road
 Williamsburg, MI 49690
 Phone: 231-267-9400
 andye@classictc.com

Quote ID: 13492339
Created On: 06 June 2016
Last Modified On: 06 June 2016
Expiration Date: 06 July 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE XUV 825i S4(MY16 Build To Order) Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: March 23, 2016	\$ 22,214.02 X	1	\$ 22,214.02

Equipment Total **\$ 22,214.02**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 22,214.02
Trade In	
SubTotal	\$ 22,214.02
Total	\$ 22,214.02
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 22,214.02

Salesperson : X _____

Accepted By : X _____



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Classic Power Equipment
 5858 Moore Road
 Williamsburg, MI 49690
 231-267-9400
 andye@classictc.com

Quote Summary

Prepared For:
 Peninsula Township
 13235 Center Rd
 Traverse City, MI 49686
 Business: 231-223-4484

Delivering Dealer:
Classic Power Equipment
 Andy Elmy
 5858 Moore Road
 Williamsburg, MI 49690
 Phone: 231-267-9400
 andye@classictc.com

Quote ID: 13492339
Created On: 06 June 2016
Last Modified On: 06 June 2016
Expiration Date: 06 July 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE XUV 825i S4(MY16 Build To Order) Contract: 071B0200317_Agricultural, Grounds, and Roadside Equipment Price Effective Date: March 23, 2016	\$ 22,214.02 X	1 =	\$ 22,214.02

Equipment Total **\$ 22,214.02**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 22,214.02
Trade In	
SubTotal	\$ 22,214.02
Total	\$ 22,214.02
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 22,214.02

Salesperson : X _____

Accepted By : X _____



Quote Id: 13492339

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Classic Power Equipment
5858 Moore Road
Williamsburg, MI 49690
231-267-9400
andy@classictc.com

06 June 2016
13235 Center Rd
Traverse City, MI 49686

Dear Randy

Here is the quote you asked for on the S4 Gator.

Sincerely
Andy
Classic Power Equipment

Andy Elmy
231-267-9400
Classic Power Equipment



JOHN DEERE

Selling Equipment

Quote Id: 13492339

Customer Name: PENINSULA TOWNSHIP

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Classic Power Equipment
5858 Moore Road
Williamsburg, MI 49690
231-267-9400
andy@classictc.com

JOHN DEERE XUV 825i S4(MY16 Build To Order)

Hours:

Stock Number:

Contract: 071B0200317_Agricultural, Grounds, and
Roadside Equipment

Selling Price *
\$ 22,214.02

Price Effective Date: March 23, 2016

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5120M	XUV 825i S4 (MY16 Build To Order)	1	\$ 14,759.00	14.00	\$ 2,066.26	\$ 12,692.74	\$ 12,692.74
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1008	Yellow Alloy Wheels Maxxis Bighorn Radial Tires	1	\$ 862.00	14.00	\$ 120.68	\$ 741.32	\$ 741.32
2000	21 In. Standard XUV HB Seat - Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3006	Deluxe Cargo Box with Polyurea Liner, Brake, Tail, Reverse Lights and Light Protector	1	\$ 359.00	14.00	\$ 50.26	\$ 308.74	\$ 308.74
4001	OPS with doors	1	\$ 1,200.00	14.00	\$ 168.00	\$ 1,032.00	\$ 1,032.00
4030	Black Roof	1	\$ 590.00	14.00	\$ 82.60	\$ 507.40	\$ 507.40
4099	Manual Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4201	Heavy Duty Front Brushguard	1	\$ 243.00	14.00	\$ 34.02	\$ 208.98	\$ 208.98
6300	Front Hood Rack XUV	1	\$ 241.00	14.00	\$ 33.74	\$ 207.26	\$ 207.26
Standard Options Total			\$ 3,495.00		\$ 489.30	\$ 3,005.70	\$ 3,005.70
Dealer Attachments/Non-Contract/Open Market							
BM25922	OPS Abrasion Resistant Full Windshield	1	\$ 551.06	14.00	\$ 77.15	\$ 473.91	\$ 473.91
BM24737	OPS Side Mirrors	1	\$ 188.31	14.00	\$ 26.36	\$ 161.95	\$ 161.95
BM26183	Turn Signal Light Harness Kit	1	\$ 139.10	14.00	\$ 19.47	\$ 119.63	\$ 119.63
BM25546	Turn Signal Light Kit	1	\$ 51.36	14.00	\$ 7.19	\$ 44.17	\$ 44.17



JOHN DEERE

Selling Equipment

Quote Id: 13492339

Customer Name: PENINSULA TOWNSHIP

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Classic Power Equipment
5858 Moore Road
Williamsburg, MI 49690
231-267-9400
andy@classictc.com

BM22811	Cargo Box FenderGuard	1	\$ 199.01	14.00	\$ 27.86	\$ 171.15	\$ 171.15
BM24282	Floormat	1	\$ 81.31	14.00	\$ 11.38	\$ 69.93	\$ 69.93
BM24283	Floormat (S4 rear)	1	\$ 81.31	14.00	\$ 11.38	\$ 69.93	\$ 69.93
BM22987	Heavy Duty Fender Guard	1	\$ 218.29	14.00	\$ 30.56	\$ 187.73	\$ 187.73
BM22767	Heavy Duty Rear Bumper	1	\$ 246.10	14.00	\$ 34.45	\$ 211.65	\$ 211.65
BM24643	4500 lb Winch Bumper Mount Kit (S4)	1	\$ 201.16	14.00	\$ 28.16	\$ 173.00	\$ 173.00
BM25170	WARN ProVantage 4500 lb Winch	1	\$ 706.20	14.00	\$ 98.87	\$ 607.33	\$ 607.33
LP40587	Camoplast tracks (S4)	1	\$ 4,913.02	14.00	\$ 687.82	\$ 4,225.20	\$ 4,225.20
Dealer Attachments Total			\$ 7,576.23		\$ 1,060.67	\$ 6,515.58	\$ 6,515.58
Suggested Price							\$ 22,214.02
Total Selling Price			\$ 25,830.23		\$ 3,616.23	\$ 22,214.00	\$ 22,214.02



JOHN DEERE

Selling Equipment

Quote Id: 13492339

Customer Name: PENINSULA TOWNSHIP

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Classic Power Equipment
5858 Moore Road
Williamsburg, MI 49690
231-267-9400
andy@classictc.com

JOHN DEERE XUV 825i S4(MY16 Build To Order)

Hours:

Stock Number:

Contract: 071B0200317_Agricultural, Grounds, and
Roadside Equipment

Selling Price *
\$ 22,214.02

Price Effective Date: March 23, 2016

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5120M	XUV 825i S4 (MY16 Build To Order)	1	\$ 14,759.00	14.00	\$ 2,066.26	\$ 12,692.74	\$ 12,692.74
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1008	Yellow Alloy Wheels Maxxis Bighorn Radial Tires	1	\$ 862.00	14.00	\$ 120.68	\$ 741.32	\$ 741.32
2000	21 In. Standard XUV HB Seat - Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3006	Deluxe Cargo Box with Polyurea Liner, Brake, Tail, Reverse Lights and Light Protector	1	\$ 359.00	14.00	\$ 50.26	\$ 308.74	\$ 308.74
4001	OPS with doors	1	\$ 1,200.00	14.00	\$ 168.00	\$ 1,032.00	\$ 1,032.00
4030	Black Roof	1	\$ 590.00	14.00	\$ 82.60	\$ 507.40	\$ 507.40
4099	Manual Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4201	Heavy Duty Front Brushguard	1	\$ 243.00	14.00	\$ 34.02	\$ 208.98	\$ 208.98
6300	Front Hood Rack XUV	1	\$ 241.00	14.00	\$ 33.74	\$ 207.26	\$ 207.26
Standard Options Total			\$ 3,495.00		\$ 489.30	\$ 3,005.70	\$ 3,005.70
Dealer Attachments/Non-Contract/Open Market							
BM25922	OPS Abrasion Resistant Full Windshield	1	\$ 551.06	14.00	\$ 77.15	\$ 473.91	\$ 473.91
BM24737	OPS Side Mirrors	1	\$ 188.31	14.00	\$ 26.36	\$ 161.95	\$ 161.95
BM26183	Turn Signal Light Harness Kit	1	\$ 139.10	14.00	\$ 19.47	\$ 119.63	\$ 119.63
BM25546	Turn Signal Light Kit	1	\$ 51.36	14.00	\$ 7.19	\$ 44.17	\$ 44.17



JOHN DEERE

Selling Equipment

Quote Id: 13492339 Customer Name: PENINSULA TOWNSHIP

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Classic Power Equipment
5858 Moore Road
Williamsburg, MI 49690
231-267-9400
andye@classictc.com

BM22811	Cargo Box FenderGuard	1	\$ 199.01	14.00	\$ 27.86	\$ 171.15	\$ 171.15	
BM24282	Floormat	1	\$ 81.31	14.00	\$ 11.38	\$ 69.93	\$ 69.93	
BM24283	Floormat (S4 rear)	1	\$ 81.31	14.00	\$ 11.38	\$ 69.93	\$ 69.93	
BM22987	Heavy Duty Fender Guard	1	\$ 218.29	14.00	\$ 30.56	\$ 187.73	\$ 187.73	
BM22767	Heavy Duty Rear Bumper	1	\$ 246.10	14.00	\$ 34.45	\$ 211.65	\$ 211.65	
BM24643	4500 lb Winch Bumper Mount Kit (S4)	1	\$ 201.16	14.00	\$ 28.16	\$ 173.00	\$ 173.00	
BM25170	WARN ProVantage 4500 lb Winch	1	\$ 706.20	14.00	\$ 98.87	\$ 607.33	\$ 607.33	
LP40587	Camoplast tracks (S4)	1	\$ 4,913.02	14.00	\$ 687.82	\$ 4,225.20	\$ 4,225.20	
Dealer Attachments Total			\$ 7,576.23		\$ 1,060.67	\$ 6,515.58	\$ 6,515.58	
Suggested Price							\$ 22,214.02	
Total Selling Price			\$ 25,830.23		\$ 3,616.23	\$ 22,214.00	\$ 22,214.02	

Pete Correia

From: Wendy Witkop [wlwitkop@gmail.com]
Sent: Thursday, May 26, 2016 10:40 AM
To: Monica A Hoffman
Cc: David Weatherholt; Jill Byron; Penny Rosi; Mark Avery; Pete Correia
Subject: Park committee

Fellow board members,

I Would like discussion at our next meeting regarding replacing me on the bowers harbor park expansion committee. I have already communicated to Susie that I am asking to be removed. I just don't have the time or scheduling flexibility to be on committees like this. I suggested to her that one of the board members in the office would be a better choice.

Wendy

Bowers Harbor Park Enhancement and Expansion – Planning Budget Request

Planning Goals:

1. Engage professional planning services to support a planning process that will consider the original park area and the expansion area as one cohesive recreation area designed to provide varied and extensive leisure and sports opportunities for kids and adults.
2. With planning firm, determine format for initial Public Input Meeting, set date and location, advertise appropriately, and prepare useful planning and visualization tools. Prior to Public Input Meeting, the Committee will conduct a site tour to familiarize the group with the developed and undeveloped properties and discuss current land condition, infrastructure, layout and state of repair.
3. Participate in initial facilitated Public Input Meeting soliciting the vision of the public for development of enhanced and expanded park.
4. Review Public Input Meeting outcomes and continue refinement of conceptual plan.
5. Consult with environmental engineer for review of conceptual plan design elements against appropriate Due Care procedures and development feasibility.
6. Prepare a final conceptual design and report on estimated construction costs, including mitigation costs for agricultural chemical residues. Ensure the design plan will be compliant with Michigan Natural Resources Trust Fund grant requirements including perpetual public recreational access to the site and assurance that all facilities can be maintained for the long term. Prepare for second Public Meeting.
7. Participate in facilitated Public Meeting to review final conceptual design.
8. Evaluate timeline and feasibility for construction, considering one or more phases of implementation for targeted fundraising.
9. Prepare final design recommendation to Park Commission.

Timeline:

The BHP Expansion Committee is proposing that public input be carried out during the 2016 summer months, when the greatest numbers of residents are present on the peninsula. The Committee is prepared to work with township staff and an outside firm offering professional planning services to prepare for an initial Public Input Meeting as early as mid-July, 2016. Synthesis and preparation for a second Public Meeting can be completed over the following four to five weeks. The second Public Meeting to review a final conceptual design plan could be completed in the second or third week of August 2016. A design recommendation would be available for Park Commission review at their October 2016 regular meeting.

Budget Estimates:

Beckett & Raeder

- A budget estimate was solicited from Beckett & Raeder, the firm that prepared the concept plan for the Natural Resources Trust Fund grant application. The proposal includes three phases of planning.
- The consensus of the committee is to begin current planning activities with the assistance of Beckett & Raeder through completion of phase one, which would include all activities leading up to and including an initial Public Input Meeting and conclude with a report on the results of the meeting. The fee for completion of this phase is \$4980.00.
- Completion of phase one of planning will determine the need for additional phases.
- A second phase is proposed for preparation of additional design alternatives based on public input and a site visit is proposed for a fee of \$4800.00. *This phase may or may not be necessary.*
- The third proposed planning phase includes preparation of a final conceptual design, environmental engineering review, itemized report of estimated construction costs, and facilitation of a second Public Meeting to review the final conceptual design at a cost of \$5880.00.

Otwell Mawby, P.C., Consulting Engineers

- An estimate from Roger Mawby for a review of design plan elements for compliance with Due Care procedures or recommendation for appropriate mitigation procedures was solicited and was estimated to cost between \$500.00 and \$1000.00.

Gourdie-Fraser Associates

- A planning proposal was requested from the township engineer of record, Gourdie-Fraser Associates, and this information is forthcoming.
- An update to the previous wetland delineation is estimated to cost \$1500.00.

Budget Estimate Summary:

Planning support (phase 1)	\$ 4980.00
Planning support (phase 3)	\$ 5880.00
Due Care Analysis Update	\$ 1000.00
Update to Wetland Delineation	\$ 1500.00
Publication of Public Meeting Notices	\$ 1000.00
<u>Contingency</u>	<u>\$ 1400.00</u>
Total	\$15760.00

Please note the budget estimate summary does not include support for the phase two as proposed by Beckett & Raeder and the Bowers Harbor Park Expansion Committee may need to make an additional request for funds if this phase is determined to be necessary.

Park Commission Recommendation:

At the June 1, 2016 meeting of the Peninsula Township Park Commission, a motion passed to request a budget increase to the Bowers Harbor Park Expansion line of \$14,000.00.

Bowers Harbor Park Expansion Committee Recommendation:

At the June 8, 2016 meeting of the Bowers Harbor Park Expansion Committee, a motion passed to request a Bower's Harbor Park Expansion Planning budget of \$15,760.00.

Park Commission Budget Line Item – Bowers Harbor Park Expansion:

Approved budget	\$ 1000.00
<u>Requested budget increase</u>	<u>\$14760.00</u>
Total	\$15760.00

B R
Beckett&Raeder

*Landscape Architecture
Planning, Engineering &
Environmental Services*

May 26, 2016 (revised June 7, 2016)

Ms. Susie Shipman
Commissioner
Peninsula Township Parks Commission
13235 Center Road
Traverse City, MI 49686

Regarding: Bowers Harbor Park Expansion

Dear Ms. Shipman,

We are pleased to submit for your consideration our proposal for professional services related to refining the site plan for the Bowers Harbor Park Expansion project and seeking public input, in response to the Township's successful acquisition of the expansion property recently. As we recall from working on the project previously, the existing park is 21 acres and fairly active with sports fields, tennis courts and a perimeter trail. The proposed acquisition property added 58 acres to the park to the southwest in an area identified as "the orchards."

We understand that the site planning effort you wish to embark on immediately would seek to engage the public to participate in the ultimate design and programming for the park and produce a Schematic Illustrative Plan and cost estimate. Ultimately, you would like to utilize this product to seek grant funding from MDNR for implementation and as a visualization tool as you speak to potential donors about the project.

We propose that the project can be divided into 3 distinct phases that can be awarded individually (though would need to be sequential) or collectively, at the Township's discretion. The first of these phases would be Phase I: Input. In an attempt to be judicious with staff hours and project costs, we propose to host a kick-off meeting by web conference with you or your committee in which we would discuss the previously-prepared plan and any changes, issues, or concerns that we should be aware of. We will also discuss the format and forum of the Public Input Meeting and set a date. We would rely on the Township to advertise and secure meeting space/refreshments for the Public Input Meeting. We will modify the previously prepared illustrative rendering of the park to overlay on a current aerial photograph and exclude proposed design work in the existing park, for use at the Public Meeting. We will facilitate the Public Input Meeting to attain the public's desires for long-term character and programming of the park. We would then synthesize the outcome of the meeting in a written document and report to the committee via Web-conference. For Phase I, we propose a lump sum fee of \$4,980.00, inclusive of expenses.

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103

Petoskey Office
616 Petoskey St., Suite 100
Petoskey, MI 49770

Traverse City Office
921 West 11th St., Suite 2E
Traverse City, MI 49684

Toledo
419.242.3428 ph

734 663.2622 ph
734 663.6759 fx

231 347.2523 ph
231 347.2524 fx

231 933.8400 ph
231 944.1709 fx

www.bria2.com


initiative



Once the public input has been received and synthesized, we will embark on Phase II: Design Alternatives. In this phase, we will attend a Site Visit and Walk Through with members of the committee (at their discretion) in preparation for preparing design alternatives. We will then prepare design alternatives and present them to you and the committee via web conference. For Phase II, we propose a lump sum fee of \$4,800.00 inclusive of expenses.

After our committee meeting, we will take direction gleaned from the design alternatives discussion, and embark on Phase III: Design Refinement. In this phase we will compile a final design plan from the alternatives presented in Phase II and a written document cross-referencing the proposed plan to Otwell-Mawby's Due Care Analysis identifying the type of mitigating factors and construction/cost challenges that the proposed program entails, assuming that the nature of the proposed program elements are the same or similar to those in the June 2013 Master Plan. (Note: should substantially different program elements be pursued as a result of the Public Input Meeting, this may entail the need for consultation with Otwell-Mawby, which may or may not generate a fee on their behalf for which we would request reimbursement at cost, upon written authorization from the Client.) We will then prepare a preliminary opinion of probable construction costs, including premium costs associated with working on a contaminated site. We will then attend a public meeting to present the final Schematic Design Plan to the committee and the public. The Schematic Design Plan will be presented as an illustrative color rendering mounted to a 24x36 foam core board. Aside from the rendered board, we will provide the rendering, Due Care Analysis cross reference, and cost estimate in digital format for your use in Township publications, grant submissions, etc. For Phase III, we propose a lump sum fee of \$5,880.00, inclusive of expenses.

We are prepared to begin the work immediately and proceed through the Phases over the summer months, which we understand to be your goal given that more property owners are in the area through the summer months for increased participation. Over the course of the project, we propose to bill monthly on a percentage completion basis.

We sincerely hope that this proposal meets with your needs and expectations. Should you have any questions or require additional information, or if you think that we have in any way misunderstood your needs for the project, please do not hesitate to contact me. We appreciate this opportunity to work with Peninsula Township Parks Commission on this important park expansion project on the Old Mission Peninsula. Thank you again for thinking of BRI as you embark on this site planning effort.

Sincerely,


Christy D. Summers, PLA, ASLA, LEED AP
Principal

**DUTIES AND RESPONSIBILITIES FOR THE
HESSLER LOG CABIN (Log Cabin)
O.M. PENINSULA HISTORICAL SOCIETY (OMPHS)**

I. Curator

- A. The OMPHS is designated as the official curator for the Log Cabin. Requests for special events must be approved by the OMPHS. Only events deemed appropriate by the OMPHS may be held at the Log Cabin site.
- B. Written permission from the OMPHS Board will be required to enter the interior of the Log Cabin other than on Log Cabin Day. Designated Township personnel shall be allowed to enter the Log Cabin as needed.
- C. The OMPHS must first approve the methods of repairs, maintenance and other expenses to ensure preservation and representation of the time period for the Log Cabin. All maintenance, repairs and other expenses will be done in consultation with the Park Commission and will be completed in a timely fashion.
- D. Landscaping at the Log Cabin site must be approved by the OMPHS and funded by the requesting organization.
- E. The OMPHS shall maintain an inventory of the contents of the Log Cabin. An inventory of contents will be performed yearly. Appraisals of the contents will be done every five years. Appraiser will be selected by and paid for by the OMPHS.
- F. The OMPHS will be responsible for the seasonal opening and closing of the viewing area of the Log Cabin. Time of daily openings will be determined by the OMPHS. This job is currently being done by the Lighthouse Keepers.
- G. The interior of the Log Cabin can be opened for public viewing at the discretion of the OMPHS or on Log Cabin Day, which is the last Sunday in June, or a date designated by the State of Michigan. The OMPHS will staff the interior of the cabin during Log Cabin Day, .
- H. Keys for both the viewing area and the interior of the Log Cabin will be kept by the Lighthouse Manager, Peninsula Fire Department, OMPHS, and Peninsula Township.

II. Handicap Accessibility

The OMPHS will maintain accessibility to the viewing area of the Log Cabin, as dictated by the Americans with Disabilities Act ("ADA").

III. Viewing Area

A. The OMPHS will provide a viewing area for the general public.

IV. Park Commission

A. The Park Commission will provide visitor parking for the Log Cabin.

B. The Park Commission will be responsible for the maintenance of the grounds around the Log Cabin.

C. The Park Commission will empty the refuse cans and maintain the toilet facilities.

V. Financial

A. The OMPHS treasurer will be responsible for collecting monies from the Log Cabin donation boxes. The collected money will be deposited with the Township; 75% for repairs, maintenance and other expenses of the Log Cabin, and 25% to be returned to OMPHS.

B. If the cost of repairs, maintenance, and other expenses exceed the Log Cabin Fund derived from the donation boxes (V.A. above): a request from the OMPHS will be made to the Park Commission.

C. Fundraising by the OMPHS, on the Old Mission Lighthouse Park grounds, will need the Park Commission's approval before the event is held.

D. As of the signing of this document, 25% of current funds held by the Peninsula Township from the donation boxes will be turned over to the OMPHS.

E. Donation jars may be set out during an OMPHS Park Commission permitted event and 100% proceeds from these jars may be retained by the OMPHS and used at the OMPHS's sole discretion.

VI. Annual Report to Park Commission

It will be the responsibility of the OMPHS's Board to report annually to the Park Commission on completed and planned repairs and maintenance for the Log Cabin. OMPHS agreement with township

VII It is the intent for this agreement to continue indefinitely. However, in the event the OMPHS finds it is unwilling or unable to fulfill its responsibilities, it reserves the right to

terminate this agreement by addressing the Peninsula Township Park Commission in writing, which will then take over these duties.

_____President

OMPHS

Date_____

_____Chair

Park Commission

Date_____

_____Treasurer

Peninsula Township

Date_____