

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD MEETING**

Tuesday, July 23, 2019 at 6:00pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

ORDER OF BUSINESS

Call meeting to order

Pledge of Allegiance

Roll call of Board Members

1. Public Comment

Public Comment Guidelines:

Any person shall be permitted to address a meeting of The Township Board, which is required to be open to the public under the provision of the Michigan Open Meetings Act, as amended. (MCLA 15.261, et.seq.) Public Comment shall be carried out in accordance with the following Board Rules and Procedures: a.) any person wishing to address the Board is requested to state his or her name and address. b.) No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Township Board Member's questions. Where constrained by available time the Chairperson may limit the amount of time each person will be allowed to speak to (3) minutes. 1.) The Chairperson may at his or her own discretion, extend the amount of time any person is allowed to speak. 2.) Whenever a Group wishes to address a Committee, the Chairperson may require that the Group designate a spokesperson; the Chairperson shall control the amount of time the spokesperson shall be allowed to speak when constrained by available time.

2. Review and approval of the Agenda - Conflict of Interest

3. Consent Calendar

The purpose of the Consent calendar is to expedite business by grouping non-controversial items together to be dealt with in one Board motion without discussion. Any member of the Board, staff or the public may ask that any item on the Consent Calendar be removed there from and placed elsewhere on the Agenda for full discussion. Such requests will be automatically respected. If any item is not removed from the Consent Calendar, the action noted in parentheses on the Agenda is approved by a single Board action adopting the Consent Calendar.

a. Minutes – July 9, 2019 Regular Meeting (Recommend Approval)

b. Bills -

General Fund	\$ 72,842.69
(Recommend Approval)	

c. MTT Update (Receive and File)

4. Items Removed from the Consent Calendar

5. Correspondence

6. Reports

- a. GT Metro Fire Report
- b. North Flight EMS Report
- c. County Commissioner's Report
- d. Treasurer's Report
- e. Supervisor's Report

7. Unfinished Business

- a. Public Hearing/Findings of Fact – PD 2019-88 – Green US-31 C-G Rezoning
- b. Public Hearing/Findings of Fact – PD 2019-90 - French Manor/Terra Energy PUD Major Amendment
- c. PD 2019-94 – Lease Agreement for South YMCA
- d. PD 2019-91 – Township Board Strategic Planning – Step 3

8. New Business

- a. PD 2019-89 - Ashland Park PUD Phases 2 & 3 Major Amendment – Introduction
- b. PD 2019-87 – Zoning Ordinance Text Amendments – Introduction
- c. Consideration of Resolution 2019-15-T, a Resolution to Amend the Budget

9. Public Comment

10. Other Business

11. Adjournment

Lanie McManus, Clerk

The Garfield Township Board will provide necessary reasonable auxiliary aids and services, such as signers for hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities upon the provision of reasonable advance notice to the Garfield Township Board. Individuals with disabilities requiring auxiliary aids or services should contact the Garfield Township Board by writing or calling Lanie McManus, Clerk, Ph: (231) 941-1620, or TDD #922-4412.

**CHARTER TOWNSHIP OF GARFIELD
TOWN BOARD MEETING
July 9, 2019**

Supervisor Korn called the Town Board Meeting to order on July 9, 2019 at 6:00 p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan.

Pledge of Allegiance

Roll Call of Board Members

Present: Denise Schmuckal, Jeane Blood Law, Molly Agostinelli, Dan Walters, Steve Duell, Lanie McManus and Chuck Korn

1. Public Comment (6:01)

None

2. Review and Approval of the Agenda - Conflict of Interest (6:01)

Blood Law declared a conflict with bills, but board members declined the conflict. Questions were asked about new business item 8a.

Duell moved and Schmuckal seconded to remove item 8a from the agenda.

Yeas: Duell, Schmuckal, Walters

Nays: Blood Law, Agostinelli, McManus and Korn

Agostinelli moved and Blood Law seconded to approve the agenda as presented.

Yeas: Agostinelli, Blood Law, McManus, Korn

Nays: Walters, Duell, Schmuckal

3. Consent Calendar (6:15)

a. Minutes

June 25, 2019 Regular Meeting (Recommend Approval)

b. Bills

General Fund

\$85,203.89

(Recommend Approval)

Board members removed consent item b – Bills.

Duell moved and Blood Law seconded to approve the consent calendar as amended.

*Yeas: Duell, Blood Law, Agostinelli, Schmuckal, Walters, McManus, Korn
Nays: None*

4. Items removed from the Consent Calendar

- a. Bills
General Fund \$85,203.89

Board members asked questions regarding the bills.

Schmuckal moved and Duell seconded to approve the bills as presented.

*Yeas: Schmuckal, Duell, Agostinelli, Walters, Blood Law, McManus, Korn
Nays: None*

5. Correspondence (6:18)

- a. **Grand Traverse Conservation District – June 2019 Report**

6. Reports

- a. **Sheriff's Department Report (6:18)**

Acting Lt. Chris Oosse said that the department held some events in June which included a cookout at Carson Square and the YMCA Public Safety Day. More active shooter programs are scheduled and the person who committed multiple larcenies from cars in the township has been apprehended.

- b. **YMCA Report (6:24)**

Andy Page, CEO of the YMCA, introduced himself and updated board members on the YMCA. A new furnace is needed and will cost between \$70,000 and \$80,000. In light of that information, the YMCA is asking for a new lease for a five year duration. Supervisor Korn said he would have a new lease drafted reflecting a five year term.

- c. **County Commissioner's Report (6:28)**

Commissioner Brad Jewett said that Commissioners approved some updated policies and procedures for County employees. They also hired a consultant to study building codes and permitting processes at the county level in hopes that efficiency will be upgraded. A new Community Police Officer was approved for Green Lake Township. Board members asked questions and commented on his report.

- d. **Treasurer's Report (6:35)**

Blood Law shared the revenue sharing and stated that the township is ahead of last year's numbers by about \$27,000.

e. Clerk's Report (6:36)

Submitted in writing

f. Supervisor's Report (6:36)

Korn stated that American Waste, the township preferred hauler, raised their rates by \$2 per month. Board members discussed a single hauler concept. Korn attended the Metro budget meeting last week and they discussed raising the millage rate from 2.35 to 2.6. Board members asked questions about the metro board and Jay Zollinger's retirement. Bids are out on the Boardman Lake Trail project and plans for the Cass Road corridor is still being worked on.

7. Unfinished Business**a. PD Report 2019-84 Township Board Strategic Planning – Step 2b (6:47)**

At the last meeting, board members did a SWOT analysis where they reviewed strengths and weakness in the township. Now, Planners would like the board to identify opportunities and threats to the township. Opportunities were identified as partnerships, economic development areas, parks expansion, high speed internet, state branding and marketing of the region. Threats were identified as MTT decisions, the decline of brick/mortar retail, the increase in homelessness, the reliance on city water and sewer, increased traffic and its impacts on essential services and lack of affordable housing.

Board members then discussed how opportunities could work with the weaknesses identified and how threats could work with the strengths already identified. Sych then defined what vision and mission statements were and board members came up with key words and phrases to describe the township such as financial stability, safety, roads, prosperity, strong economic base, thriving, growing, progressive, green space, low tax base, parks, small government, efficient, clean, quality development, and well groomed.

8. New Business**a. PD Report 2019-85, French Manor/Terra Energy PUD Major Amendment (7:20)**

The application requests an amendment to the Terra Energy PUD to provide a single story 80-unit assisted living facility. Phase I consists of 30 units. Future phases of the development will expand to a total of 80 units for a complete build-out. The majority of the future development will occur into the west half of the property. The subject parcel is about 3.78 acres and is located in the Terra Energy (PUD) off of LaFranier Road. Access to the parcel is from Terra Road and is zoned R-3 Multiple Family Residential. The Master Plan designates this parcel as high density residential. Dusty Christensen, representing the Terra Energy PUD,

presented the proposed development. Board members discussed the proposal and asked questions. Also discussed was the fact that the Findings of Fact were not yet approved by the Planning Commission. Supervisor Korn said that since it was a PUD, the project could be approved by the board at this time ahead of the formal approval by the Planning Commission. He said that this was merely an introduction to the board and if, for some reason, the Findings of Fact were not approved, there would be no Public Hearing needed at the board level.

Agostinelli moved and Blood Law seconded that Application SUP-1995-03B BE SCHEDULED for public hearing for the Garfield Township Board of Trustees meeting to be held on July 23, 2019 pending approval of the Finding of Facts by the Planning Commission.

*Yeas: Agostinelli, Blood Law, McManus, Schmuckal, Duell, Walters, Korn
Nays: None*

Board members asked for a written policy regarding the procedures which pertain to the approval of PUD's.

b. PD Report 2019-86, Draft Meeting Room Rental Policy – For Discussion (7:54)

The board discussed a draft of the meeting room rental policy. Security deposits were discussed as well as food and drink. Changes will be made and another draft will be brought back to the board.

9. Public Comment (8:12)

Tom Cash commented positively on American Waste.

10. Other Business (8:13)

Steve Duell will be absent at the Planning Commission meeting tomorrow evening.

11. Adjournment

Schmuckal adjourned the meeting at 8:13pm.

Chuck Korn, Supervisor
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

Lanie McManus, Clerk
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/10/2019	GEN	37986	AMERICAN WASTE	3032250	308-000-880.001	305.00
07/10/2019	GEN	37987	AMERICAN WASTE	3394790	101-265-935.604	85.00
07/10/2019	GEN	37988	AMY DEHAAN	MILEAGE	101-171-860.201	358.32
07/10/2019	GEN	37989	ANNE WENDLING	CONTRACTED SVCS	101-101-805.000	204.50
		37989		CONTRACTED SVCS	101-400-805.000	223.00
		37989		CONTRACTED SVCS	101-410-805.000	99.00
						<u>526.50</u>
07/10/2019	GEN	37990	BRENDA BURROWS	FRONT DESK	101-101-805.000	48.75
07/10/2019	GEN	37991	CITY OF TRAVERSE CITY	170975-94720	101-000-084.861	182.71
		37991		170975-118686	101-448-920.005	512.41
						<u>695.12</u>
07/10/2019	GEN	37992	CONSUMERS ENERGY	100018131597	101-448-920.005	25.79
07/10/2019	GEN	37993	CONSUMERS ENERGY	103033456148	101-448-920.005	28.39
07/10/2019	GEN	37994	CONSUMERS ENERGY	100000311801	101-000-084.861	1,432.00
		37994		100000311801	101-448-920.005	6,240.17
						<u>7,672.17</u>
07/10/2019	GEN	37995	ENGINEERED PROTECTION SYS.	3RD QTR CONTRACT	101-265-935.606	365.40
07/10/2019	GEN	37996	FIGURA LAW OFFICE	METRO	101-101-801.002	51.16
07/10/2019	GEN	37997	GOURDIE-FRASER, INC.	ENGINEERING SVCS SL PARKING LOT	101-101-805.000	1,287.50
07/10/2019	GEN	37998	GOURDIE-FRASER, INC.	BVNP ADMIN	308-000-880.006	214.00
07/10/2019	GEN	37999	GRAND TRAVERSE CONSERVATION DI	3RD QTR MANAGEMENT SVCS	308-000-880.008	11,500.00
07/10/2019	GEN	38000	GRID4 COMMUNICATIONS, INC.	PHONES	101-265-850.000	1,073.35
07/10/2019	GEN	38001	IIMC	MEMBERSHIP FEE CLERK	101-215-965.000	330.00
07/10/2019	GEN	38002	INTEGRITY BUSINESS SOLUTIONS	NAME PLATE	101-101-726.000	26.45
		38002		NAME PLATE	101-412-726.000	15.90
						<u>42.35</u>
07/10/2019	GEN	38003	NORTHWOODS PRINTERS LLC		101-412-726.000	61.24
07/10/2019	GEN	38004	OLSON, BZDOK, & HOWARD	MAINT FUNDING	308-000-801.000	507.50
07/10/2019	GEN	38005	RUBY CLEANING SERVICE	CONTRACTED SVCS	101-265-935.603	1,150.00
07/10/2019	GEN	38006	RUBY CLEANING SERVICE	CONTRACTED SVCS	308-000-935.000	225.00

3.b.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/10/2019	GEN	38007	STAPLES	SUPPLIES	101-101-726.000	123.53
		38007		BINDERS	101-171-726.000	98.73
		38007		SUPPLIES	101-253-726.000	174.79
		38007		BINDERS	101-401-726.000	18.79
						<u>415.84</u>
07/10/2019	GEN	38008	TRAVERSE CITY RECORD EAGLE	ADVERTISING	101-101-901.000	910.00
		38008		ADVERTISING	101-400-901.000	252.70
		38008		ADVERTISING	101-410-901.000	295.40
						<u>1,458.10</u>
07/11/2019	GEN	38009	AMERICAN WASTE	8678554	308-000-880.006	20.00
07/11/2019	GEN	38010	DTE ENERGY	910020833257	101-265-920.601	32.81
07/11/2019	GEN	38011	DTE ENERGY	910020833133	101-265-920.601	398.31
07/11/2019	GEN	38012	ESCH LAWN MAINTENANCE, LLC	TOWNSHIP OFFICES MOWING	101-265-935.602	675.00
07/11/2019	GEN	38013	ESCH LAWN MAINTENANCE, LLC	SILVER LAKE PARK MOWING	308-000-935.000	1,380.00
07/11/2019	GEN	38014	SPECTRUM BUSINESS	INTERNET	101-258-935.016	75.00
07/11/2019	GEN	38015	LANDGREEN LAWNCARE	FERTILIZER APPLICATION #2 SILVER LAKE PARK	308-000-880.001	1,267.60
07/11/2019	GEN	38016	TEMPERATURE CONTROL	OFFICES OVERHEATING	101-265-935.608	628.84
07/16/2019	GEN	38019	AFLAC	AFLAC	101-000-227.001	340.58
07/16/2019	GEN	38020	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTH		** VOIDED **
07/16/2019	GEN	38021	CITY OF TRAVERSE CITY	170975-98310	101-448-920.005	10.61
07/16/2019	GEN	38022	D & W MECHANICAL	COMPRESSOR VERIFICATION	101-265-935.608	218.00
07/16/2019	GEN	38023	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	645.76
07/16/2019	GEN	38024	LAND INFORMATION ACCESS ASSOC	3RD QTR. FRANCHISE / PEG FEES	101-747-880.011	22,427.29
07/16/2019	GEN	38025	PITNEY BOWES INC.	LEASE 4.30.2019-7.29.2019	101-101-726.001	393.63
07/16/2019	GEN	38026	TRAVERSE CITY RECORD EAGLE	ANNUAL SUBSCRIPTION	101-101-965.101	288.49
07/16/2019	GEN	38027	UNITED WAY	UNITED WAY	101-000-238.000	90.00
07/16/2019	GEN	38028	VERIZON	PHONES	101-265-850.000	223.65
07/16/2019	GEN	38029	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	1,790.00
07/16/2019	GEN	38030	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTH	101-851-873.030	13,510.64

Check Date	Bank	Check #	Payee	Description	GL #	Amount
--- GL TOTALS ---						
101-000-084.861			DUE FROM #861 STREET LIGHTS			1,614.71
101-000-227.000			DEFERRED COMP			1,790.00
101-000-227.001			AFLAC			340.58
101-000-237.000			HSA (FORMERLY FLEX)			645.76
101-000-238.000			UNITED WAY			90.00
101-101-726.000			SUPPLIES			149.98
101-101-726.001			POSTAGE			393.63
101-101-801.002			LEGAL SERVICES - TOWNBOARD			51.16
101-101-805.000			CONTRACTED AND OTHER SERVICES			1,540.75
101-101-901.000			ADVERTISING			910.00
101-101-965.101			DUES & PUBLICATIONS -TOWNBOAR			288.49
101-171-726.000			SUPPLIES			98.73
101-171-860.201			MILEAGE - ASSESSOR			358.32
101-215-965.000			DUES & PUBLICATIONS			330.00
101-253-726.000			SUPPLIES			174.79
101-258-935.016			COMPUTER NETWORK			75.00
101-265-850.000			TELEPHONE			1,297.00
101-265-920.601			HEATING / GAS			431.12
101-265-935.602			LAWN MAINTENANCE			675.00
101-265-935.603			CLEANING SERVICE			1,150.00
101-265-935.604			RUBBISH REMOVAL			85.00
101-265-935.606			ELECTRONIC PROTECTION SYSTEM			365.40
101-265-935.608			MAINTENANCE-OTHER			846.84
101-400-805.000			CONTRACTED AND OTHER SERVICES			223.00
101-400-901.000			ADVERTISING			252.70
101-401-726.000			SUPPLIES			18.79
101-410-805.000			CONTRACTED AND OTHER SERVICES			99.00
101-410-901.000			ADVERTISING			295.40
101-412-726.000			SUPPLIES			77.14
101-448-920.005			STREET LIGHTS TOWNSHIP			6,817.37
101-747-880.011			COM. PROM. - P.E.G.			22,427.29
101-851-873.030			INSURANCE - EMPLOYEE HEALTH			13,510.64
308-000-801.000			LEGAL SERVICES			507.50
308-000-880.001			COM. PROM. - SILVER LAKE PARK			1,572.60
308-000-880.006			COM. PROM. - BVNP (YMCA)			234.00
308-000-880.008			COM. PROM. - Cont. Serv GTCD			11,500.00
308-000-935.000			MAINTENANCE - MISC, EQUIP			1,605.00
TOTAL						72,842.69

TOTAL - ALL FUNDS TOTAL OF 43 CHECKS (1 voided)

MTT Update
Prepared for Garfield Twp Board

By: Amy L DeHaan, MMAO(4) - Assessor
As of: July 16, 2019

Docket #	Parcel No(s).	Owner	Property Address	Year(s) in Contention	Assessor's Values		Petitioner's Values		Value Differences		Status Notes	ACTUAL	
					Assessed	Taxable	Assessed	Taxable	Assessed	Taxable		Twp Millage LOSS	METRO Millage LOSS
1 19-001727	014-049-01	Cherrymart Associates LLC	1712 S Garfield Ave	2019	\$ 1,211,500	\$ 898,542	\$ 545,000	\$ 545,000	\$ (666,500)	\$ (353,542)	7/16/19 Phone conf w/tax rep 6/13/19 Answered		
			frmr Kmart						-55%	-39%			
2 18-001500	016-032-40	American Multi-Cinema, Inc	3825 Marketplace Cir	2018	\$ 4,268,900	\$ 4,268,900	\$ 3,365,406	\$ 3,365,406	\$ (903,494)	\$ (903,494)	7/16/19 Rec'd order granting motion to extend, moving prehearing and valuation disclosure dates (was 7/19/19)		
									-21%	-21%	6/27/19 Sent inquiry re cost to John Widmer for an appraisal		
	016-032-45	IMAX Theater	3825 Marketplace Cir	2019	\$ 6,874,300	\$ 4,221,132	\$ 3,529,419	\$ 3,529,419	\$ (3,344,881)	\$ (691,713)	6/14/19 Rec'd Order to add 2019.		
									-49%	-16%			
3 19-000920	021-015-10	Airport 31, LLC	3450 W South Airport	2019	\$ 1,290,500	\$ 1,280,000	\$ 800,000	\$ 800,000	\$ (490,500)	\$ (480,000)	6/27/19 Sent email to atty requesting basis for appeal - we just settled 2017/2018 last May.		
			frmr MC Sports bldg						-38%	-38%			
4 18-002330	021-024-00	Tireland LLC	2825 N US 31 South	2018	\$ 769,900	\$ 769,900	\$ 421,800	\$ 421,800	\$ (348,100)	\$ (348,100)	5/28/19 Rec'd order of Dismissal	\$	\$
			Belle Tire						-45%	-45%			
5 19-000911	022-009-10	Home Depot USA, Inc	2522 Crossing Cir	2019	\$ 3,557,400	\$ 3,557,400	\$ 1,912,500	\$ 1,912,500	\$ (1,644,900)	\$ (1,644,900)	7/16/19 Phone conf w/tax rep		
									-46%	-46%			
				2018	TOTALS: \$ 5,038,800	\$ 5,038,800	\$ 3,787,206	\$ 3,787,206	\$ (1,251,594)	\$ (1,251,594)			
				2019	TOTALS: \$ 12,933,700	\$ 9,957,074	\$ 6,786,919	\$ 6,786,919	\$ (6,146,781)	\$ (3,170,155)			
							SETTLED VALUES:						
							2018						
							2019						
								2018	\$ (2,503.19)		Garfield Potential Tax Loss		
								2019	\$ (6,340.31)				
								2018	\$ -		ACTUAL TWP TAX LOSS		
								2019	\$ -				
											GRAND TOTAL	\$ -	\$ -

3. C.

GTMESSA
July 2019 Operations Report

June 24 – Baymont Inn, US 31 S, Garfield – During the investigation of a fire alarm the housekeeping staff was found to be cooking fish heads with hot plates placed on two vinyl chairs on the second floor. Smoke was cleared, alarm reset, and issue turned over to Metro Prevention.

June 25 – Grand Traverse Bay, East Bay – Marine 1 headed out for a reported sailboat that turned over and assisted GTSO with accounting for the owner and getting him back to shore.

June 26 – Timber Ridge Campground, East Bay – A worker nearly drown while working in the new pond area after getting tangled up in equipment. The patient was brought to shore by workers that witnessed the issue. Metro and East Bay treated and transported the patient.

July 2 – Near Murdick’s Fudge US31, Acme – The jaws of life were used to aid in extricating patients from a serious three vehicle crash. One patient was in critical condition and died while enroute to the hospital. Three others were transported, one with a possible broken arm.

July 6 – US31 near Ruby Tuesday, East Bay – Station 1 along with East Bay responded to a pedestrian hit by a vehicle near Ruby Tuesday’s shortly after 10 pm. Crews found an unresponsive patient. The patient was loaded into the rig and transported emergent to Munson, which was a difficult route due to the fireworks being canceled and traffic leaving the city. The patient ultimately died from their injuries. The driver of the vehicle fled the scene.

US31 Safety Audit with MDOT July 10 & 11 – AC Apostol participated with other local agencies including Acme Township, GT Road Commission, GTSO, and numerous engineers from MDOT on issues affecting US31 North between Five Mile and Holiday Road.

This area has a planned and funded median project for 2022. Other concerns brought up by Acme and Metro were looked at by their team and reported back on the following day, with possible solutions discussed. A full report should be available within 3 to 4 weeks to suggest improvements for the future.

Fractile Response Times

Company IS NORTH FLIGHT INC; AND Trip Date IS BETWEEN 06/01/2019 AND 06/30/2019; AND Call Types IS Prehospital; AND Initial Priorities IS P - 1, Lights and Sirens; AND Response Zone IS GARFIELD TWSP-28

Response Time Minutes	Call Count	Cumulative Call Count	Percentage of Total Calls	Cumulative Percentage
00:00 - 00:59	1	1	1.00%	1%
01:00 - 01:59	7	8	7.00%	8%
02:00 - 02:59	5	13	5.00%	12%
03:00 - 03:59	18	31	17.00%	30%
04:00 - 04:59	14	45	13.00%	43%
05:00 - 05:59	18	63	17.00%	60%
06:00 - 06:59	12	75	11.00%	71%
07:00 - 07:59	12	87	11.00%	83%
08:00 - 08:59	7	94	7.00%	90%
09:00 - 09:59	3	97	3.00%	92%
10:00 - 10:59	6	103	6.00%	98%
11:00 - 11:59	2	105	2.00%	100%
Total Calls:	105			

6. b.



**Charter Township Of Garfield
Treasurers Report
Ending June 30th, 2019**

6. d.

Acct.	Unrestricted Funds	General Fund	03/30/19	06/30/19	Difference	Maturity Date	Rate
7118	General Fund	Checking	3,006,972	3,021,963	14,991	N/A	
5605	General Chase High Yield	Savings	169,221	169,297	76	N/A	
4670	General Fund Managed	Invest	3,343,170	3,369,764	26,594	N/A	
25	Chemical	CD	194,630	194,630	0	6/4/20	1.20%
740	Huntington	CD	82,551	82,551	0	10/30/20	0.60%
72	Huntington-First Merit - Citizens	CD	254,590	250,000	-4,590	2/22/22	2.38%
604	Mbank CD -	CD	96,984	96,984	0	9/24/20	1.74%
605	Mbank CD -	CD	96,984	96,984	0	9/24/20	1.74%
606	Mbank CD -	CD	61,253	61,253	0	9/24/20	1.74%
S101	4-Front Credit Union	CD	211,779	212,748	969	7/8/20	1.30%
300	NW Consumers CU	CD	168,925	169,266	341	2/23/20	0.80%
302	NW Consumers CU	CD	60,663	60,962	299	9/28/21	1.95%
662	Independent/Traverse City State	CD	271,080	271,080	0	3/12/21	1.49%
55	1st Community Bank	CD	214,600	214,600	0	8/20/21	2.00%
15	First National Bank of America	CD	266,208	267,757	1,549	7/4/21	2.36%
1	Team 1 Credit Union	CD	254,781	255,894	1,113	3/2/21	1.76%
982	Credit Union One	CD	253,534	254,366	832	2/25/21	1.30%
119	Honor Bank	CD	268,102	268,102	0	11/28/19	2.02%
40	Lake Michigan Credit Union	CD	255,998	257,311	1,313	1/17/23	2.03%
Total Unrestricted Funds - Available for Spending			9,532,025	9,575,510	43,485		

* Int went into Gen Cking

	Restricted Funds		12/31/18	06/30/19	Difference	Date
7118	Park Fund	Checking	272,761	106,877	(165,884)	N/A
7118	Roads	Checking	219,329	313,273	93,944	N/A
8728	Fire Fund	Checking	184,056	194,928	10,872	N/A
4654	Fire Fund <u>Managed</u>	Invest	800,107	804,970	4,863	N/A
7134	Receiving Fund	Checking	4,138,015	2,442,447	(1,695,568)	N/A
6025	Chemical Receiving Fund CD	M/M	2,022,004	2,061,219	39,215	6/22/20 1.65%
4662	Receiving Fund <u>Managed</u>	Invest	8,869,353	10,990,324	2,120,971	N/A
7940	DPW Fund <u>Managed</u>	Invest	110,774	112,600	1,826	N/A
7126	Tax Fund	Checking	31,464	20,544	(10,920)	N/A
4750	General Employee Flex	Checking	5,079	4,998	(80)	N/A
3734	Retirement Rec Fund	Checking	71,126	72,080	954	N/A
2343	Insurance Funding	Checking	366,337	363,894	(2,443)	N/A
8681	Trust & Agency	Checking	187,946	212,578	24,632	N/A
1111	Special Lights	Checking	28,934	6,278	(22,656)	N/A
3801	Special Mill/Water/Sewer/Roads	Checking	110,571	18,964	(91,607)	N/A
Total Restricted Funds - Restricted Use			17,417,856	17,725,975	308,118	<i>Increase/Decrease</i>
TOTAL			\$ 26,949,881	\$ 27,301,485	\$ 351,604	*

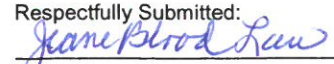
* Transferred 4/25 \$2 million to Managed Rec. Acct


* Transferred 4/25 \$2 million to From Rec. Cking - see above

* Cleared out account for New Year

* Cleared out account for New Year

* SEE ABOVE NOTES \$1,380,000.00 Committed out of General Fund for 2019
 Future Obligations \$800k Boardman Lake Trail 12/19, \$300k Cass Drain District 12/19, \$80k Parking lot Expansion at Station # 12, \$200k Parks Fund Transfer, Air Conditioner Condenser.

Respectfully Submitted:

 Jeane Blood Law, Treasurer

 Charter Township of Garfield Planning Department Report No. 2019-88		
Prepared:	July 15, 2019	Pages: 7
Meeting:	July 23, 2019 Township Board	Attachments: <input checked="" type="checkbox"/>
Subject:	Green US-31 C-G Rezoning-Public Hearing/Findings of Fact	
File No.	Z-2019-02	Parcel No. 05-028-014-00
Owner:	Wayne Kiley	
Applicant/Agent:	Charles Green/Pat Dunlop	

PURPOSE OF APPLICATION:

The application requests to rezone approximately 0.84 acres of land from the C-O Office Commercial zoning district to the C-G General Commercial district via zoning Map Amendment, without restriction.

SUBJECT PROPERTY:

The subject property is currently comprised of one tax parcel (05-028-014-00) and located at 1202 N. US-31 South. As seen in the aerial imagery provided below, the property is essentially vacant aside from a paved parking area and turnaround. The property was formerly a scenic overlook.

Zoomed-out aerial view of the subject property (highlighted in blue):



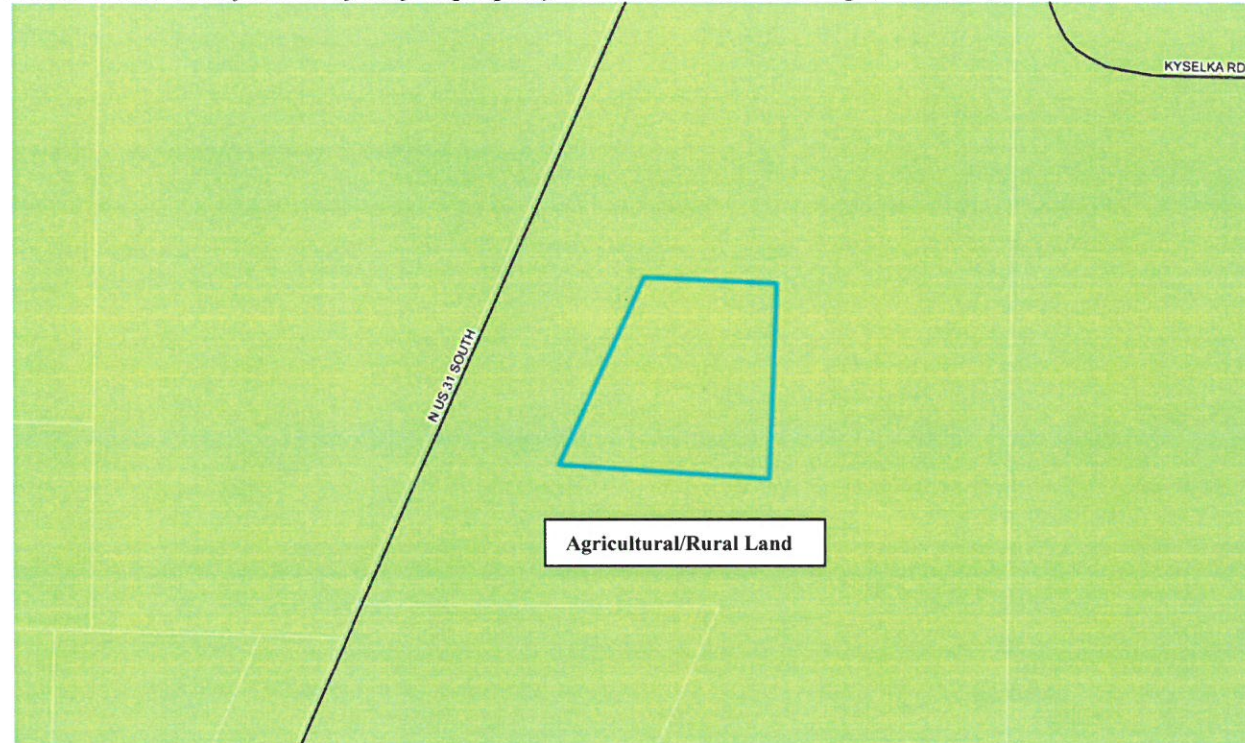
Zoomed-in aerial view of subject property (highlighted in blue):



MASTER PLAN CONSIDERATIONS:

A key factor in considering any rezoning request is whether the request is consistent with the Master Plan. In this case, the Master Plan targets the subject property for “Agricultural/Rural Land (≥ 1 Units Per Acre)” (indicated in light green) which, according to the Zoning Plan, is most consistent with the A – Agricultural zoning district. In addition, the Zoning Plan includes R-R Rural Residential and R-1 One-Family Residential as potentially compatible districts. In this light, the subject property’s Master Plan classification *does not* contemplate commercial uses and; therefore, the request to rezone the subject property to from C-O Office Commercial to C-G General Commercial is generally *inconsistent* with the Master Plan.

Location and classification of subject property on Future Land Use Map (“FLUM”):



Excerpt from Zoning Plan for subject property’s FLUM classification (highlighted in blue):

Master Plan Designation	Current Zoning	Zoning Ordinance District Intent	Potentially Compatible District	Considerations for Downzoning (Less Density)	Considerations for Upzoning (More Density)
Mobile Home Moderate/High Density	R-M Mobile Home Residential	The R-M (Mobile Home Residential) districts provide areas for mobile home subdivisions and mobile home parks. The districts include areas of existing developments as well as areas proposed and approved for such development. They are intended to encourage medium to high density mobile home subdivisions and mobile home park developments where adequate public facilities and services exist with capacity to serve such development. The R-M districts are designed to encourage a suitable neighborhood environment for family life by including among the permitted uses facilities that will support and promote a sense of community.	R-M	Caution should be taken when changing a zoning district from the R-M designation. The availability of this type of affordable housing should be considered prior to a change. If the change is going to require additional manufactured home park designations, the district should remain as zoned. The R-M district is consistent with the Medium/High Density Zoning classification.	The density associated with the R-M districts is determined by the State of Michigan and is typically the maximum permitted on the site.
Agricultural (U/A)	A-Agricultural	The A (Agricultural) districts provide areas for agricultural operations and low intensity land uses. These districts are composed primarily of unsubdivided lands that are vacant or are in agricultural use with some dwellings and accessory uses. The A districts are suitable for large tracts of open space, agricultural areas, woodlands, and fields. They are designed to promote the protection of the existing natural environment and to preserve, enhance, and stabilize the essential characteristics and economical value of these areas as agricultural lands. The A districts may be used to encourage development in and near the core areas of the Township by limiting the development densities of parcels less suited for intensive development. The A districts may also be used to protect natural resources and environmentally sensitive areas by preserving these areas for low intensity land uses.	R-R/R-1	Farmland and value added agriculture should be encouraged in Garfield Township. Historically, the Township has zoned sensitive lands to agricultural to help protect those areas from higher density development. The Rural Land Classification and A Agricultural districts are considered to be compatible.	In many instances the land is not considered high value farmland and a change to a residential district may be appropriate. An evaluation of the properties location, proximity to amenities, and surrounding land uses should determine the most compatible district and density. A change to R-R would likely be supported due to the similarity with the districts. A PURD should be encouraged or required over a request to rezone farmland to a more intense residential use.
	C-L	The C-L (Local Commercial) districts provide nodal areas for convenient, day-to-day retail		The C-L zoning classification is viewed more of a	The commercial designation does not

SUBJECT AND SURROUNDING PROPERTY ZONING:

The subject property is currently zoned C-O Office Commercial (indicated in blue) and adjoins R-2 Two-Family Residential along each property line. The subject property also adjoins an A – Agricultural zoning district along its N. US-31 South right-of-way.



USES OF SUBJECT AND SURROUNDING PROPERTIES:

The subject property is currently vacant and adjoins vacant land (within an R-2 Two-Family Residential zoning district) to the north, east, and south; and low-density residential uses (within an A – Agricultural district) to the west.

STAFF COMMENT:

At its April 10, 2019 Regular Meeting, the Planning Commission expressed that they did not regard the rezoning request as appropriate primarily because the subject property is considered integral to an important viewshed as a matter of public policy. Indeed, as was mentioned previously, the subject property was once a scenic overlook. It is not clear to Staff how the property came to be zoned C-O and to be offered for sale for development. Nevertheless, the property owner of course has the right to maintain the current C-O zoning, but does not have the right to upzone.

The rezoning request is *inconsistent* with the Master Plan for the reasons described on page 3 of this report. The Commission suggested that the “Agricultural/Rural Land (≥ 1 Units Per Acre)” is appropriate because it directly reflects the Commission’s intent to preserve the viewshed. This does not suggest any intent to downzone the subject property, but rather to not allow its current zoning to increase in intensity.

Furthermore, potential adverse impacts on neighboring lands are foreseeable in light of the adjoining relatively low-density residential uses and moderate-density and low-density zoning. Finally, the size of the tract is relatively small for supporting commercial uses at approximately 0.84 acres, especially with the surrounding property zoned for low-density and moderate-density residential uses.

In sum, it appears that the application is not justified on at least factors 1, 2, 6, and 7 for considering a Map Amendment under § 421.E.

At the May 8, 2019 Planning Commission Regular Meeting, Commissioners held a public hearing on the application and directed Staff to draft Findings of Fact for consideration at the June 12, 2019 Planning Commission Regular Meeting.

At the June 12, 2019 meeting, Commissioners unanimously adopted the Findings and passed a motion recommending to the Township Board that the application be denied.

At the June 25, 2019 Township Board meeting, the application was introduced and the Board unanimously passed a motion scheduling it for public hearing for July 23, 2019. Following tonight's public hearing, the Board may consider adopting the Planning Commission's recommended Findings of Fact below, as well as the attached resolution.

FINDINGS OF FACT:

Section 421.E Approval Criteria of Zoning Map Amendment

In its review of an application for rezoning, the Township should consider, but is not necessarily limited to, the criteria as defined in § 421.E(1) Master Plan Consistency through § 421.E(8) Other Factors. No single factor is controlling; instead, each must be weighed in relation to the other standards.

The applicant shall have the burden of justifying the amendment, including identifying specific reasons warranting the amendment, and providing any supporting data and information.

1. Master Plan Consistency

Rezoning should be consistent with the intent and purpose of the adopted master plan.

The Planning Commission may consider this standard to be NOT MET based on the following reasons:

- In this case, the Master Plan targets the site for "Agricultural/Rural Land (≥ 1 Units Per Acre)" which, according to the Zoning Plan, is most consistent with the A- Agricultural zoning district. In addition, the Zoning Plan includes R-R Rural Residential and R-1 One-Family Residential as potentially compatible districts. Therefore, the rezoning request is *not* consistent with the Master Plan.
- The subject property's Master Plan classification *does not* contemplate commercial uses and; therefore, the request to rezone the subject property to from C-O Office Commercial to C-G General Commercial is *inconsistent* with the Master Plan.

2. Adverse Impacts on Neighboring Lands

The Township shall consider the nature and degree of an adverse impact upon neighboring lands. Lots shall not be rezoned in a way that is substantially inconsistent with the uses of the surrounding area, whether more or less restrictive. The Township finds and determines that vast acreages of single-use zoning produces uniformity with adverse consequences, such as traffic congestion, air pollution, and social separation. Accordingly, rezoning may promote mixed uses subject to a high degree of design control.

The Planning Commission may consider this standard to be NOT MET based on the following reasons:

- Potential adverse impacts on neighboring lands are foreseeable in light of the adjoining relatively low-density residential uses and moderate-density and low-density zoning.

3. Suitability as Presently Zoned

The Township shall consider the suitability or unsuitability of the tract for its use as presently zoned. This factor, like the others, must often be weighed in relation to the other standards, and instances can exist in which suitably zoned lands may be rezoned upon proof of a real public need, substantially changed conditions in the neighborhood, or to effectuate important goals, objectives, policies, and strategies of the master plan, specification, or this ordinance.

The Planning Commission may consider this standard to be NOT MET based on the following reasons:

- The property remains a buildable and developable property with the current zoning of C-O Office Commercial.

4. Changed Conditions

The Township shall consider whether any conditions have changed, since the zoning ordinance was adopted, that might justify the amendment.

The Planning Commission may consider this standard to be NOT MET based on the following reasons:

- The existing land use pattern in the vicinity of the subject property continues to remain undeveloped and/or rural; therefore, change has **not** occurred to warrant allowing commercial uses as permitted within the C-G District.

5. Health, Safety, and Welfare

The ordinance amendment must bear a substantial relationship to the public health, safety, or general welfare, or must protect and preserve historical and cultural places and areas. The rezoning may be justified, however, if a substantial public need or purpose exists.

The Planning Commission may consider this standard to be NOT MET based on the following reasons:

- The application fails to justify how the commercial uses proposed positively affect the general welfare of the adjacent properties.
- No historic or culturally significant places or areas exist on the subject property.

6. Public Policy

Certain public policies in favor of the rezoning may be considered. Examples include a need for affordable housing, economic development, mixed-use development, or sustainable environmental features, which are consistent with neighborhood, area, or specific plans.

The Planning Commission may consider this standard to be NOT MET based on the following reasons:

- In this case, the Master Plan targets the site for “Agricultural/Rural Land (≥ 1 Units Per Acre)” which, according to the Zoning Plan, is most consistent with the A- Agricultural zoning district. Therefore, the rezoning request is **not** consistent with the Master Plan.
- There continues to be an obvious and substantial public need for additional housing in the Township, County, and region.

7. Size of Tract

The Township shall consider the size, shape, and characteristics of the tract in relation to the affected neighboring lands. Ordinance amendments shall generally not rezone a single lot when there have been no intervening changes or other saving characteristics. Proof that a small tract is unsuitable for use as zoned, or that there have been substantial changes in the immediate area, may justify an ordinance amendment.

The Planning Commission may consider this standard to be NOT MET based on the following reasons:

- The size of the tract is relatively small for supporting commercial uses at approximately 0.84 acres, especially with the surrounding property zoned for low-density and moderate-density residential uses.

ACTION RECOMMENDED:

The purpose of this item being placed on tonight’s agenda is to hold a public hearing on the application. If, following tonight’s public hearing, the Board is prepared to adopt the Planning Commission’s recommended Findings of Fact included in this report and deny the requested rezoning; the following two (2) separate motions are suggested:

(1) First, to adopt the Findings of Fact:

MOTION THAT the Planning Commission's recommended Findings of Fact for application Z-2019-02, attached to PD Report 2019-88 and forming part of this motion, BE APPROVED.

(2) Second, to deny the Map Amendment:

MOTION THAT application Z-2019-02, submitted by Charles Green to rezone parcel 05-028-014-00 from the C-O Office Commercial zoning district to the C-G General Commercial zoning district BE DENIED based on the adopted Findings of Fact and for the reasons set forth in Planning Department Report 2019-88.

Any additional information that the Board determines to be necessary should be added to this motion.

Attachments:

1. Public Hearing notice dated June 30, 2019

T. C. RECORD-EAGLE, INC.
120 WEST FRONT STREET
TRAVERSE CITY MI 49684
(231) 946-2000
Fax (231) 946-8273

ORDER CONFIRMATION (CONTINUED)

Salesperson: DENISE LINGERFELT

Printed at 06/26/19 11:29 by dling

Acct #: 5508

Ad #: 524117

Status: New WHOLD WHOI

LEGAL NOTICE
CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

NOTICE OF PUBLIC HEARING

TO: THE RESIDENTS AND PROPERTY OWNERS OF GARFIELD CHARTER TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, AND ANY OTHER INTERESTED PERSONS:

PLEASE TAKE NOTICE that the Garfield Township Board of Trustees will conduct a **public hearing during its regular meeting on July 23, 2019, commencing at 6:00 p.m.** at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan, 49684, as required under the provisions of the Michigan Zoning Enabling Act.

PLEASE TAKE FURTHER NOTICE that the items to be considered at said public hearing include, in brief, the following:

1. Consideration of an application received from Charles Green to amend the Zoning Ordinance and Zoning Map of the Charter Township of Garfield, Grand Traverse County, Michigan, by rezoning the following parcel from the C-O (Office Commercial) District to the C-G (General Commercial) District. Parcel No. 05-028-014-00) and located at 1202 N. US-31 South described as:

PRT SW 1/4 SEC 28 T27N R11W COM SW COR TH E 112.88' TH CURVE R 597.14' (R= 3819.83'CH N 18 DEG 45' E 546.1') TH N 24 DEG 39' E 1097.79' TH S 65 DEG 20' E 125' TO POB TH N 24 DEG 39' E 216.94' TH S 87 DEG 12' E 139.48' TH S 2 DEG 30' W 206.1' TH N85 DEG 57' W 221.41' TO POB.

2. Such other and further matters as may properly come before the Planning Commission at the public hearing.

You are invited to attend this hearing. If you are unable to attend, written comment may be submitted to the Garfield Township Board at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan, 49684, up to the date of the hearing and may be further received by the Planning Commission at said hearing. In addition, **all materials relating to these requests may be examined at the Garfield Township Planning Department** office at the above address during the Township's regular hours of 7:30am to 6:00pm, Monday through Thursday.


Garfield Township will provide necessary reasonable auxiliary aids and services, such as signers for hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities upon the provision of reasonable advance notice to Garfield Township. Individuals with disabilities requiring auxiliary aids or services should contact Garfield Township by writing or calling Lanie McManus, Clerk, Ph: (231) 941-1620, or TDD #922-4412

GARFIELD CHARTER TOWNSHIP BOARD OF TRUSTEES
(231) 941 - 1620

June 30, 2019-1T

524117

7. b.

 Charter Township of Garfield Planning Department Report No. 2019-90			
Prepared:	July 15, 2019	Pages:	6
Meeting:	July 23, 2019 Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	French Manor/Terra Energy PUD Major Amendment-Public Hearing/Findings of Fact		
Applicant:	Burdco, Inc.		
Owner:	Chartwell Properties, Inc.		
File No.	SUP-1995-03B		
Parcel No.	05-023-013-01		

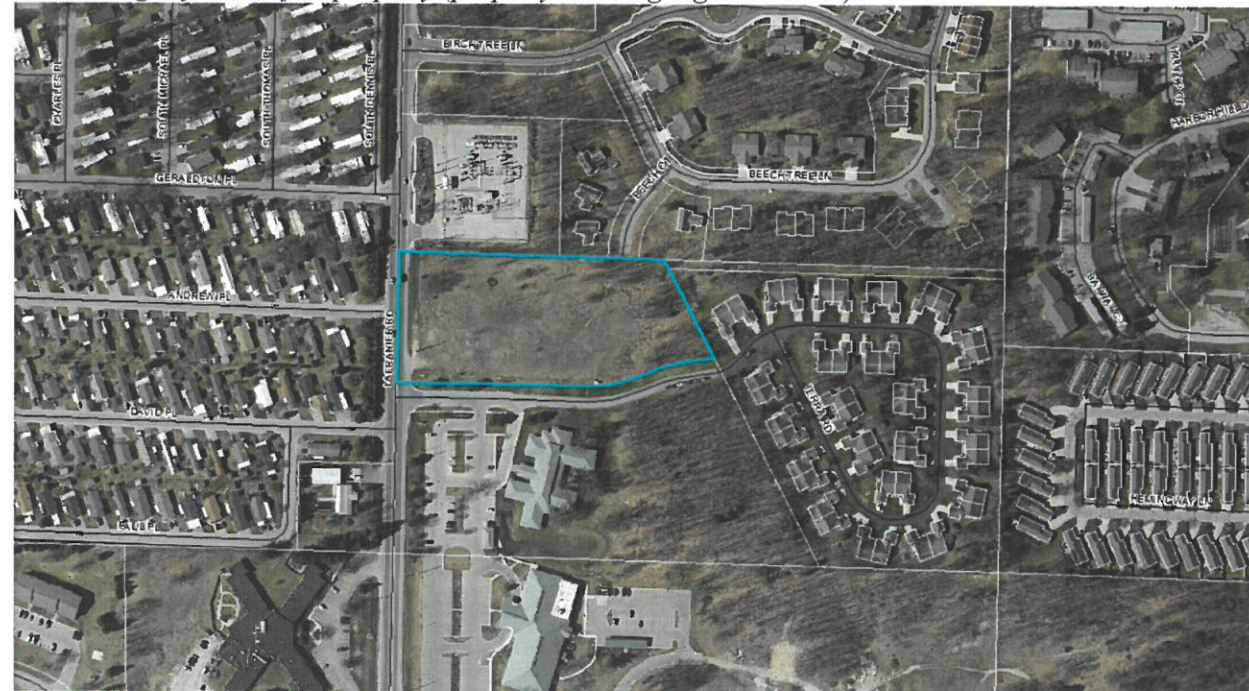
PURPOSE OF APPLICATION:

A request to amend a Planned Unit Development (PUD) is being considered according to Section 423.G of the Zoning Ordinance. Staff has determined that this amendment constitutes a major amendment which requires a public hearing and Planning Commission approval. The application requests an amendment to the Terra Energy PUD to provide a single-story 80-unit assisted living facility. Phase I development consists of 30 units. Future phases of the development will expand to a total of 80 units for complete build-out of the facility. The majority of the future development will occur into the west half of the property with some amount of expansion to the east of the currently proposed facility.

SUBJECT PROPERTY:

The subject parcel is approximately 3.78 acres and located in the Terra Energy (PUD) east off LaFranier Road. Access to the parcel is from Terra Road which is east off LaFranier Road. Existing zoning of the parcel is R-3 Multiple Family Residential. The future land use designation of the parcel in accordance with the Master Plan is High Density Residential.

Aerial image of the subject property (property lines highlighted in blue):



Aerial image of the subject property (property lines highlighted in blue):



BACKGROUND:

The Terra Energy PUD was approved in 1995 and amended in 1997. The subject parcel was originally planned for “local business” use including retail establishments, restaurants, offices, etc.

1995 Terra Energy PUD

The project, approved in 1995, was a multiphase project that incorporated office, residential and commercial uses. The first phase only included the construction of an office building which is currently occupied by Grand Traverse County and functions as its Public Services Building.

1997 Terra Energy PUD Amendment

The project was amended in 1997 to accommodate 44-unit residential duplexes located at the east end of the PUD. There have been no other amendments since 1997.

60 Percent Requirement

With an application to amend an approved PUD, the application shall also include written consent to the application by the owner(s) of at least sixty (60) percent of approved development sites or land area within the planned development. In this case, the application has the consent of the owner of the subject site along with the consent of Grand Traverse County which owns a portion of the PUD. Together these two owners cover 65% of the PUD.

SITE DESIGN AND ZONING COMPLIANCE OVERVIEW:

In the section that follows, staff offers the following comments regarding site design and compliance with the Zoning Ordinance:

Ingress and Egress:

Ingress and egress is provided directly onto Terra Drive by two 20-foot wide driveways. A 20-foot wide gravel fire lane is being proposed along the north property line of the property off of LaFranier Road. An emergency access gate with Knox box will be installed near the drive entrance at LaFranier Road and

another emergency access gate with Knox box at the northeast corner of the site which abuts the Village Glen apartments to the north.

Vehicular and Bicycle Parking:

Parking areas for assisted living facilities are not clearly defined in the Zoning Ordinance. However, the Ordinance does provide the following similar parking requirements:

- Nursing, convalescent homes with a minimum required parking of 1 for each four (4) beds and a maximum parking of 1 for each two (2) beds
- Housing for the elderly with a required parking of 1 per dwelling unit and a maximum parking of 2.0 per dwelling unit

The Township Zoning Administrator has the ability to determine the appropriate number of spaces in the case where a use is not defined by the parking tables. In this case, the Zoning Administrator recommended a parking measure that is closer to the nursing, convalescent homes requirement. The overall plan meets the parking requirement for the facility. Twenty (20) parking spaces is sufficient for this phase with a total build-out of forty (40) parking spaces. In addition to vehicle parking, bicycle parking is provided.

Dumpster Enclosure:

The proposed dumpster enclosure is located on the east end of the proposed parking area.

Pedestrian Circulation:

A sidewalk six (6) feet in width is proposed along the entire frontage of the property on LaFranier Road and a sidewalk five (5) feet in width along Terra Road from LaFranier Road to about the middle of the lot (between the two driveways).

Landscaping:

The "Type C" buffers along the north, east, and west property lines meet the quantity requirements and intent of the Ordinance. The Type "B" along the south property line also meets the quantity requirements and intent of the Ordinance. Crediting of existing trees has been provided. As future phases are developed, the landscaping plan will have to be reviewed as it will be impacted by new building footprints.

At the public hearing, there was some concern about whether the existing trees along the east property line were sufficient. The applicant has provided the planting of seven (7) seven-foot white spruces in this location.

Lighting:

Pursuant to Section 517 of the Ordinance, all proposed lamps shall emit light measuring 3,500 K or warmer (between 0 K and 3,500 K) on the Kelvin scale. All proposed lamps are proposed at 3,000 K.

Sewer and Water:

Existing and proposed utilities are provided.

Stormwater:

Parking lot stormwater runoff will be managed completely onsite via a storm basin located at the east side of the parking lot.

Snow Storage:

Snow storage is provided at the east edge of the parking lot for Phase I. Additional snow storage will be provided at the west edge of the parking lot for future phases.

Generator:

The proposed generator originally located at the east edge of the property has been relocated near the dumpster and parking area.

FINDINGS OF FACT:

The Planning Commission approved the following Findings of Fact at its meeting on July 10, 2019.

- 1) An application has been received to amend the Terra Energy PUD.
- 2) The PUD was last amended by Amendment #SUP 1995-03A in 1997.
- 3) The proposed amendment will develop the last parcel of developable property in the PUD as an assisted living facility.

Section 426.E(4) Criteria

- (a) The uses will be compatible with the natural environment, and with adjacent and surrounding land uses and properties, and will not have an adverse economic, social or environmental impact on adjacent and surrounding land uses and properties;
 - **Finding:** The Planning Commission finds that this standard HAS BEEN MET because the application proposes a use, an assisted living facility, which is compatible within and outside of the PUD and the amendment will not have an adverse impact on adjacent or surrounding properties.
- (b) The uses will be compatible with the capacity of existing public services and facilities, or of planned and feasible future public services and facilities, and such use is consistent with the public health, safety and welfare of the Township residents;
 - **Finding:** The Planning Commission finds that this standard HAS BEEN MET. The proposed development is the last phase of the previously approved PUD. The initial intent of the PUD was to use the subject parcel for commercial or “business” uses. The proposed use does not create any additional demand than what was previously approved for this location.
- (c) The uses and development are warranted by the design of additional amenities made possible with, and incorporated by, the development proposal;
 - **Finding:** The Planning Commission finds that this standard HAS BEEN MET. The use is part of a mostly developed PUD. Additional sidewalks will be installed to compliment the full build out of the PUD.
- (d) Insofar as practicable, the landscape shall be preserved in its natural state by minimizing tree and soil disturbance and removal;
 - **Finding:** The Planning Commission finds that this standard HAS BEEN MET. The proposed use will utilize the existing landscaping, particularly along the east and north property lines. Additional plantings will be added to provide additional infill the existing trees.

- (e) Existing important natural, historical and architectural features within the development shall be preserved;
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the applicant has made reasonable efforts to protect and retain existing mature vegetation on the property.
- (f) Proposed buildings shall be sited harmoniously to the terrain and to other buildings in the vicinity that have a visual relationship to the proposed buildings;
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the proposed building site configuration and setbacks are compatible with what has already been approved within the Ashland Park PUD.
- (g) With respect to vehicular and pedestrian circulation and parking, special attention shall be given to the location and number of access points to public streets, minimizing potential motorized/non-motorized conflict points, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, and the arrangement of parking areas that are safe and convenient and, insofar as is practicable, do not detract from the design of proposed structures and neighboring properties;
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the proposed sidewalks are separated from the roadways and are designed to minimize pedestrian/vehicular conflict.
- (h) Landscaping is provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property and, where applicable, to create a pleasant pedestrian scale outdoor environment;
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the application proposes consistent landscaping and utilizes existing vegetation.
- (i) The development consolidates and maximizes useable open space;
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the application, as part of a complete PUD, provides open space.
- (j) The benefits of the development are not achievable under any single zoning classification; and
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the application requests an amendment to an existing, mixed-use development which is not achievable under any single zoning district.
- (k) The development is compatible with the intent and purpose of the adopted master plan.
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the amended development plan remains consistent with the Master Plan designation for this area as high density residential. The proposed use is best suited for this designation.

ACTION REQUESTED:

The purpose of this item being placed on tonight's agenda is to hold a public hearing on the application. If, following tonight's public hearing, the Board is prepared to adopt the Planning Commission's recommended Findings of Fact included in this report and approve the requested amendment; the following two (2) separate motions are suggested:

MOTION THAT the Finding of Fact for Application SUP-1995-03B, in support of the requested amendment to the Terra Energy Planned Unit Development and as recommended for adoption by the Planning Commission, BE ADOPTED.

MOTION THAT Application SUP-1995-03B, submitted by Burdco, Inc. for an amendment to the Terra Energy Planned Unit Development, BE APPROVED subject to the following conditions (1-3 as indicated in PD 2019-90):

1. The applicant shall provide two (2) full sized plan sets, one (1) 11x17" plan set, and one electronic copy of the full application (in PDF format) with all updates as required by the conditions of this approval and indicating compliance with all provisions of the Zoning Ordinance.
2. The applicant shall record promptly the Report and Decision Order (RDO) and any amendment to such order with the Grand Traverse County Register of Deeds in the chain of title for each parcel or portion thereof to which the RDO pertains. A copy of each recorded document shall be filed with the Township within ninety (90) days of final approval by the Township or approval shall be considered to have expired.
3. Except as expressly provided for in this Application, all original requirements, conditions, terms, plans, documents, and findings are hereby reaffirmed and ratified and shall remain in full force and effect. In the event of any conflict or inconsistency between this Application and the terms of any prior agreement, the terms of this approval shall prevail.

Any additional information that the Board determines to be necessary should be added to this motion.

Attachments:

1. Public Hearing notice dated July 5, 2019
2. 11" X 17" Site & Dimension plan sheet provided by applicant dated June 18, 2019
3. 11" X 17" Landscape plan sheet provided by applicant dated June 18, 2019

T. C. RECORD-EAGLE, INC.
120 WEST FRONT STREET
TRAVERSE CITY MI 49684
(231) 946-2000
Fax (231) 946-8273

ORDER CONFIRMATION (CONTINUED)

Salesperson: DENISE LINGERFELT

Printed at 07/02/19 15:36 by dling

Acct #: 5508

Ad #: 524633

Status: New WHOLD WHOI

LEGAL NOTICE
CHARTER TOWNSHIP OF GARFIELD
GRAND TRAVERSE COUNTY, MICHIGAN

NOTICE OF PUBLIC HEARING

TO: THE RESIDENTS AND PROPERTY OWNERS OF GARFIELD CHARTER TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, AND ANY OTHER INTERESTED PERSONS:

PLEASE TAKE NOTICE that the Garfield Township Board of Trustees will conduct a public hearing during its regular meeting on July 23, 2019, commencing at 6:00 p.m. at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan, 49684, as required under the provisions of the Michigan Zoning Enabling Act.

PLEASE TAKE FURTHER NOTICE that the items to be considered at said public hearing include, in brief, the following:

1. Consideration of an application for an amendment to the Terra Energy Planned Unit Development (PUD), which is located east of Lafranier Road, south of South Airport Road. The application requests approval of an amendment to provide for construction of a single-story 80-unit assisted living facility.
2. Such other and further matters as may properly come before the Planning Commission at the public hearing.

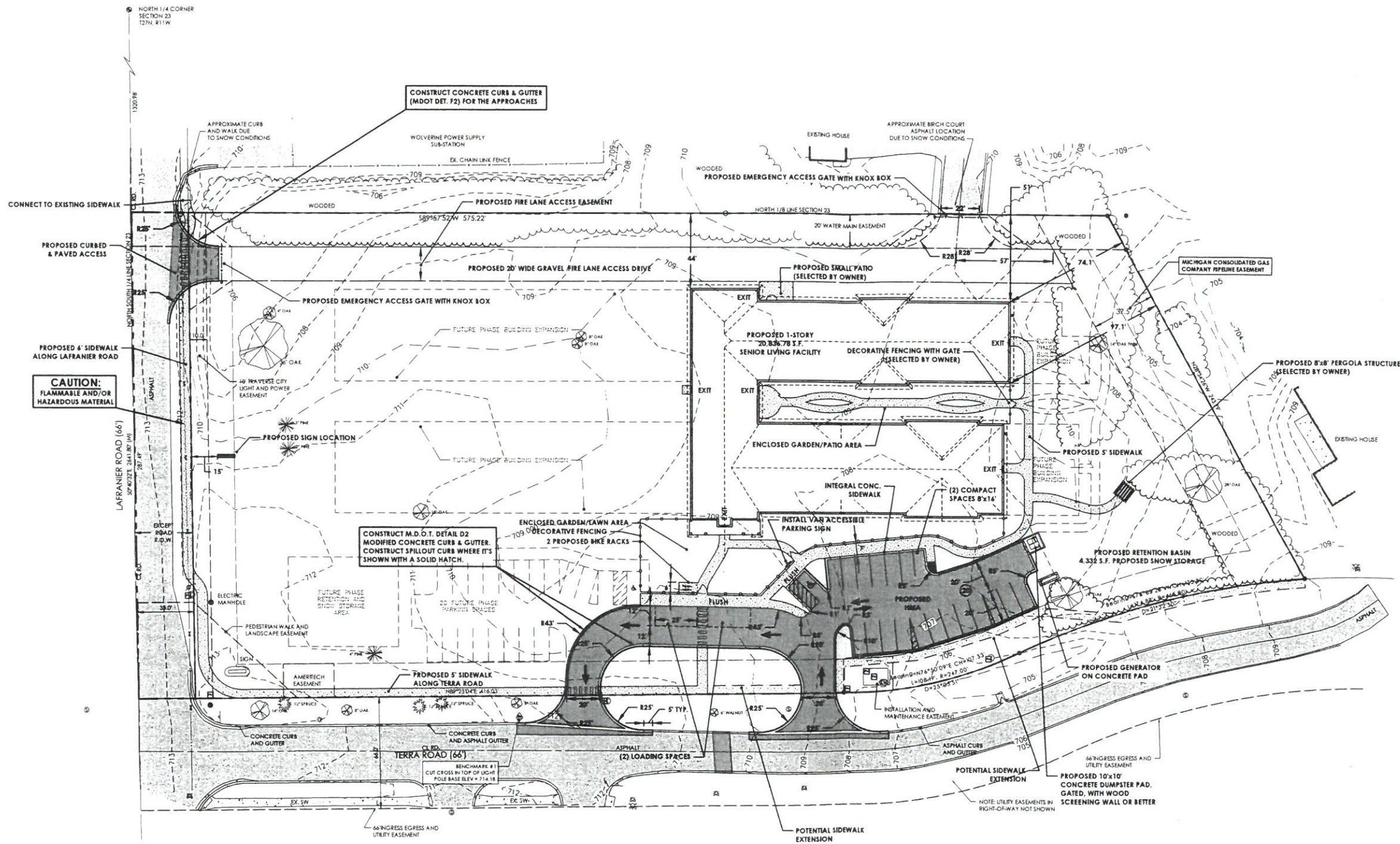
You are invited to attend this hearing. If you are unable to attend, written comment may be submitted to the Garfield Township Planning Commission at the Garfield Township Hall, 3848 Veterans Drive, Traverse City, Michigan, 49684, up to the date of the hearing and may be further received by the Planning Commission at said hearing. In addition, all materials relating to these requests may be examined at the Garfield Township Planning Department office at the above address during the Township's regular hours of 7:30am to 6:00pm, Monday through Thursday.

Garfield Township will provide necessary reasonable auxiliary aids and services, such as signers for hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities upon the provision of reasonable advance notice to Garfield Township. Individuals with disabilities requiring auxiliary aids or services should contact Garfield Township by writing or calling Lanie McManus, Clerk, Ph: (231) 941-1620, or TDD #922-4412

GARFIELD CHARTER TOWNSHIP BOARD OF TRUSTEES
(231) 941 - 1620

July 5, 2019-1T

524633



**CAUTION:
FLAMMABLE AND/OR
HAZARDOUS MATERIAL**

**CONSTRUCT M.D.O.T. DETAIL D2
MODIFIED CONCRETE CURB & GUTTER.
CONSTRUCT SPILLOUT CURB WHERE IT'S
SHOWN WITH A SOLID HATCH.**

- NOTES:**
- (17) 9'x20' PARKING SPACES
(2) 8'x16' COMPACT SPACES
(1) 8'x20' VAN ACCESSIBLE SPACE WITH 8'x20' STRIPING ADJACENT BETTER, GATED
 - 10'x10' CONCRETE DUMPSTER PAD, WITH WOOD SCREENING WALLS OR BETTER, GATED.
 - PROPOSED LOADING SPACES ARE DESIGNED TO BE FOR: QUICK DELIVERY OF GOODS NEEDED BY PROPOSED USE, EMERGENCY VEHICLES, PICK UP AND DROP OFF OF RESIDENTS.

- GENERAL CONSTRUCTION NOTES:**
- SEE ARCHITECTURAL PLANS FOR BUILDING FOOTPRINT, DETAILS & DIMENSIONS, ETC.
 - SEE ELECTRICAL PLANS FOR SITE LIGHTING AND POWER.
 - SEE STRUCTURAL PLANS FOR CONCRETE ENTRANCE SLABS, RAMPS AND CONCRETE UTILITY PADS.
 - THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES PRIOR TO COMPLETING ANY ON-SITE WORK.
 - ALL ACCESSIBLE SIDEWALKS, RAMPS, LANDINGS, ETC. SHALL BE A.D.A. COMPLIANT. WHERE A SIDEWALK EXCEEDS 1:20 MAXIMUM SLOPE, CONSTRUCT SIDEWALK RAMPS AND RAILINGS PER A.D.A. GUIDELINES.
 - THE PROPOSED BUILDING SHALL MEET LOCAL CODES FOR ADDRESS IDENTIFICATION AND DISPLAY.
 - FIRE LANES SHALL BE POSTED WITH SIGNS ACCORDING TO LOCAL CODES AND FIRE DEPARTMENT APPROVAL.
 - A.D.A. SIDEWALK RAMP, INCLUDE DETECTABLE WARNING PLATES AS DIRECTED BY THE OWNER.

830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.mansfield.com
info@mansfield.com

Mansfield

Land Use Consultants

DATE	BY	CHK	DESC
08.01.19	dlm	dlm	Original design
08.04.19	dlm	dlm	Planning Submission
08.27.19	dlm	dlm	Planning Submission
08.18.19	dlm	dlm	Relocate generator, add screening walls per TWP

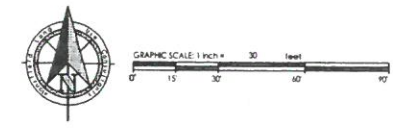
Burdco, Inc.
Proposed Senior Living Facility
SITE & DIMENSION PLAN
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

DATE: 04.01.19

PROJECT: 19052

SCALE: C4.0



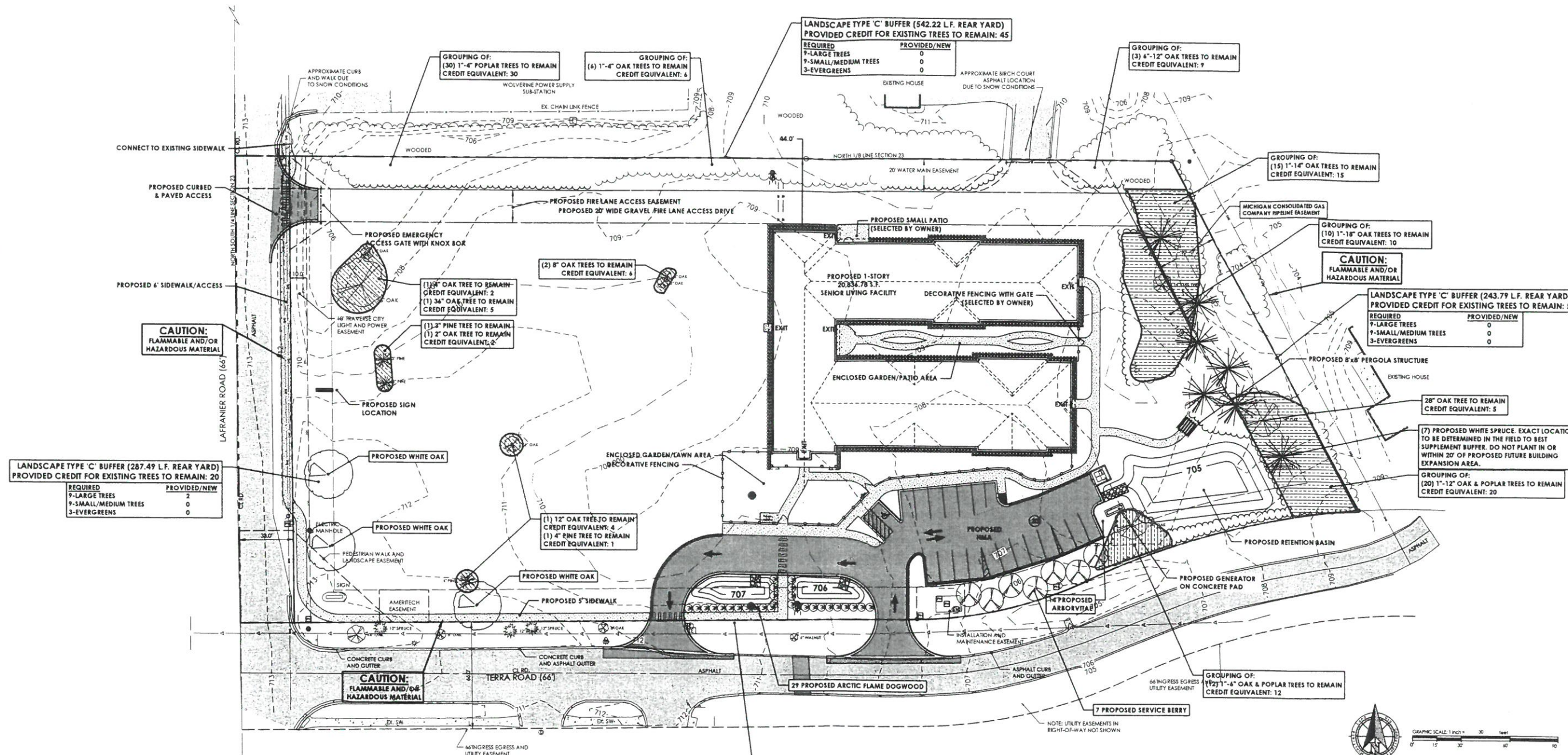
REV#	DATE	BY	CHK	DESCRIPTION
01	04.01.19	amc	mmh	Original design
02	04.04.19	amc	mmh	Township Submission
03	04.29.19	amc	mmh	Township Submission
04	04.18.19	amc	mmh	Reallocate generator, add screening fence, per TWP

PRELIMINARY

DATE: 04.01.19
 DESIGNED BY: amc
 CHECKED BY: mmh

PROJECT NO: 19052

L1.0



LANDSCAPE TYPE 'C' BUFFER (287.49 L.F. REAR YARD)
 PROVIDED CREDIT FOR EXISTING TREES TO REMAIN: 20

REQUIRED	PROVIDED/NEW
9-LARGE TREES	2
9-SMALL/MEDIUM TREES	0
3-EVERGREENS	0

LANDSCAPE TYPE 'C' BUFFER (542.22 L.F. REAR YARD)
 PROVIDED CREDIT FOR EXISTING TREES TO REMAIN: 45

REQUIRED	PROVIDED/NEW
9-LARGE TREES	0
9-SMALL/MEDIUM TREES	0
3-EVERGREENS	0

LANDSCAPE TYPE 'C' BUFFER (243.79 L.F. REAR YARD)
 PROVIDED CREDIT FOR EXISTING TREES TO REMAIN: 55

REQUIRED	PROVIDED/NEW
9-LARGE TREES	0
9-SMALL/MEDIUM TREES	0
3-EVERGREENS	0

LANDSCAPE TYPE 'B' BUFFER (699.05 L.F. REAR YARD)
 PROVIDED CREDIT FOR EXISTING TREES TO REMAIN: 54

REQUIRED	PROVIDED/NEW
14-LARGE TREES	1
7-SMALL/MEDIUM TREES	7
28-EVERGREENS	29

PLANT LIST

TREES			
common name	botanical name	size	estimated quantity
Oak, White	Quercus alba	2 1/2" DBH B&B	3
Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	7 B&B	7
Spruce, White	Picea glauca	7 B&B	7

SHRUBS			
common name	botanical name	size	estimated quantity
Arborvitae, Holmstrup Eastern	Thuja occidentalis 'Holmstrup'	5 gallon	14
Dogwood, Arctic Fire	Cornus stolonifera	5 gallon	29

P:\Land Projects\2019\19052 - Buraco\Planning\Area Calc\19052 plan04-Calculations.xls

PLANTING NOTES:

- Clean up and remove from the planting areas weeds and grasses, including roots, and any minor accumulated debris and rubbish before commencing work.
- Remove and dispose of all soil in planting areas that contains any deleterious substance such as oil, plaster, concrete, gasoline, paint, solvents, etc., removing the soil to a minimum depth of six (6) inches or to the level of dryness in the affected areas. The affected soil shall be replaced with native or imported soil as required.
- Finish grading all planting areas to a smooth and even condition, making certain that no water pockets or irregularities remain. Remove and dispose of all foreign materials, clods and rocks over 1 inch in diameter within 3 inches of surface.
- All Plant Materials shall be healthy, well developed representatives of their species or varieties, free from disfigurement with well-developed branch and root systems, and shall be free from all plant diseases and insect infestation.
- All plant substitutions will be subject to the Owner's approval.
- Each plant shall be planted with it's proportionate amount of soil amendment and fertilizer. Hand smooth planting area after planting to provide an even, smooth, final finish grade. To avoid drying out, plantings shall be immediately watered after planting until the entire area is soaked to the full depth of each hole unless otherwise noted on the drawing.
- Mulch all planting beds with 3 inches of shredded bark mulch.
- Remove all tags, labels, nursery stakes and ties from all plant material only after the approval of the Owner.

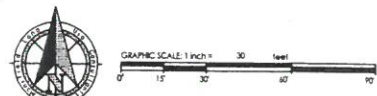
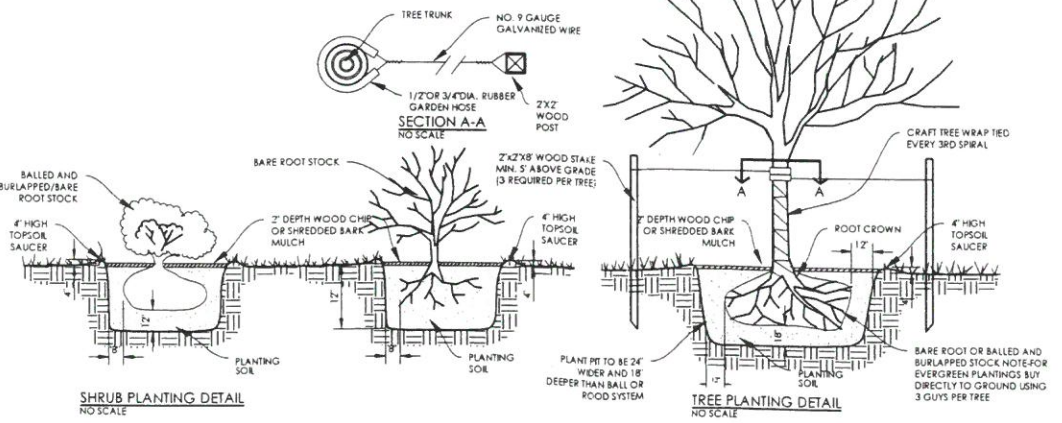
All plants shall be guaranteed for a period of one year. The guarantee period commences from the time of final acceptance by the Owner. Replace as soon as weather permits, all dead plants not in vigorous condition as noted during the maintenance period. Said plants shall be maintained for a period of 90 calendar days from the replacement date. Plants used for replacements shall be same kind and size as originally planted. They shall be furnished, planted and fertilized as specified and guaranteed.


IRRIGATION NOTE:

Landscaping to be irrigated. Installation to be performed by a reputable irrigation contractor.

LANDSCAPING PREPARED BY:

Dustin M. Christensen, LLA
 Landscape Architect
 No. 3901001527



 Charter Township of Garfield Planning Department Report No. 2019-94			
Prepared:	July 17, 2019	Pages:	1
Meeting:	July 23, 2019 Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	Lease Agreement for South YMCA		

At the July 9th Township Board meeting, members were provided with information and a request to consider an amendment to the current lease for the South YMCA building and property. Instead of adding a third amendment to the original lease, we are recommending for consideration the attached new lease agreement to provide a clearer arrangement between the Township and the YMCA going forward. The agreement essentially is of the same construct and language as the 2004 agreement, but eliminates potential confusion that multiple amendments may provide.

ACTION REQUESTED:

Any changes to the agreement could be made if necessary. If the attached agreement appears appropriate to the Board, a motion to authorize the Supervisor to sign the agreement is requested.

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into the ____ day of _____, 2019, between **THE CHARTER TOWNSHIP OF GARFIELD**, of 3848 Veterans Drive, Traverse City, Michigan 49684 (hereinafter referred to as "Landlord") and **THE GRAND TRAVERSE BAY YMCA, INC.**, a Michigan corporation, of 3000 Racquet Club Drive, Traverse City, Michigan 49684 (hereinafter referred to as "Tenant");

WITNESSETH:

1. **Leased Premises.** Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease and demise unto the Tenant the following described premises situated in the Township of Garfield, County of Grand Traverse, and State of Michigan, to wit:

See Exhibit A, attached hereto and made a part hereof (hereinafter "Premises").

2. **Term.** The term of this Lease shall be for a period of five (5) years commencing on the 27th day of August, 2019, and terminating August 27, 2024.

3. **Options to Extend.** Tenant shall have the right and option to renew this Lease for two (2) terms of five (5) years each under the same terms and conditions as provided for in the Lease. Tenant's renewal options may be exercised by the Tenant by giving written notice of its intention to exercise its option, sent by ordinary first-class mail to the Landlord, not less than one (1) year prior to the end of the then current term.

4. **Rent.** Tenant shall pay Landlord as rent for the leased premises during the term of this Lease sums set forth in Sections 8,9,10 and 11 of this Lease Agreement. Landlord shall notify Tenant in writing of the amount of rent due along with adequate supporting documents as to the components of the rent. Tenant shall pay said rental amount to Landlord within fifteen (15) days of receipt of its notice from Landlord.

All payments of rent shall be made by Tenant at 3848 Veterans Drive, Traverse City, Michigan 49684, or at such other place as Landlord shall designate from time to time in writing. Any installment of rent due or accruing hereunder in any other sum, whether termed rent or otherwise, and payable hereunder by Tenant to Landlord, not paid when due, shall bear interest at ten percent (10%) per annum, from the date when the same is due hereunder until the same shall be paid. It is the purpose and intent of Landlord and Tenant that the rent shall be absolutely net to Landlord so that this Lease shall yield to Landlord the net rental specified above.

5. **Use of Premises.** During the continuation of this Lease, the leased Premises shall be occupied for use as recreational facility, and incidental purposes without the written consent of the Landlord, which consent shall not be unreasonably withheld.

6. **Acceptance of Premises.** Except as Landlord and Tenant may otherwise agree in writing at such time, the taking possession by Tenant shall be conclusive evidence that, at such time, the Premises were in satisfactory or acceptable condition, and that Landlord up to such time had performed all of its obligations hereunder except those placed in writing and signed by the parties at the time. Landlord has made no representations as to the condition of the Premises except as herein provided, and Landlord shall not be liable for any latent or patent defects therein.

7. **Improvements and Alterations.** Tenant may make alterations to the interior of the Premises at its own expense, provided that no structural damage results. All such alterations, additions and improvements shall become the property of the Landlord and remain upon and be surrendered with the leased Premises; provided, however, that Landlord may require Tenant to remove any additions made by Tenant to the Premises and to repair any damage caused by such removal. If Tenant has not removed its property and equipment within the lease term, Landlord may elect to retain the same as abandoned property.

8. **Maintenance and Repair.** Tenant agrees to maintain the building and premises. Landlord and Tenant agree that the access road is in need of immediate repair, including patching potholes. The parties agree that they will contribute to these repairs.

9. **Utilities.** Tenant shall pay all charges for water, heat, gas, electricity, telephone and all other utilities used on the Premises during the term of this Lease. Tenant shall pay when due and be responsible for all garbage, refuse and snow removal and outside maintenance including care of the grounds.

10. **Taxes and Assessments.** Tenant agrees to pay any and all real estate taxes and assessments during the term of this Lease.

11. **Insurance.**

a. **General Liability Insurance.** At all times from and after the commencement of the term of this Lease, Tenant agrees that, at its own cost and expense, it will procure and continue in full force, general liability insurance including coverage for contractual liability, personal injury and bodily injury in which Landlord shall be named as an additional insured covering any and all claims for injuries to persons occurring in, upon or about the leased Premises, such insurance at all times to be in an amount of not less than One Million Dollars (\$1,000,000.00) for injury or death to one person or more than one person, and One Million Dollars (\$1,000,000.00) for "broad-form" property damage. Such insurance shall be written with a company or companies acceptable to Landlord and which are authorized to engage in the business of general liability insurance in the State of Michigan. Tenant shall deliver to Landlord customary insurance certificates evidencing that such insurance is in effect at all times during the term of this Lease. In the event Tenant fails to furnish such policies, Landlord may obtain such

obtain such insurance, and the premiums upon such insurance shall be paid by Tenant to Landlord upon demand.

b. **Casualty Insurance.** Landlord agrees that, at all times from and after the commencement of the term of this Lease, it will keep all improvements in or about the leased Premises insurance, at its own expense, against loss, damage or destruction by fire and all other casualties covered by Extended Coverage Insurance with all risk endorsements in an amount not less than the actual replacement cost of said improvements, with the financially responsible insurance company or companies approved by Landlord and which are authorized to insure in the State of Michigan, and shall furnish to Landlord customary insurance certifications evidencing said insurance is in effect at all times during the term of this Lease. Both Landlord and Tenant shall be named as insured parties under said policies in accordance with their interests as they may appear. Tenant agrees to reimburse Landlord for its actual costs (without markup) for said insurance.

12. **Mutual Release.** Landlord hereby releases and discharges Tenant and its contractors, invitees, agents and employees of and from all liability to Landlord and to anyone claiming by, through or under Landlord by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other insured casualty, however caused. Tenant hereby releases and discharges Landlord, and any other persons, firms and corporations, having any interest in the leased Premises, their contractors invitees, agents and employees of and from all liability to Tenant and to anyone claiming by, through or under Tenant by subrogation or otherwise on account of any loss or damages to the fixtures, equipments, machinery, furnishings and other property of Tenant or any loss or damage resulting from the interruption of Tenant's business caused by or arising out of any fire or other insurable casualty, however caused.

13. **Waiver of Subrogation.** The parties hereto agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein"; and each party hereto hereby waive all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when it is either permitted or by the use of such good faith efforts could have been so permitted by the applicable policy of insurance.

14. **Tenant's Personal Property and Taxes.** All personal property of Tenant kept on the Premises shall be at Tenant's sole risk, and Tenant hereby waives all right of recovery which it might otherwise have against Landlord for any loss, theft, or damage to Tenant's personal property. Tenant shall pay promptly when due all personal property taxes levied on personal property owned by Tenant.

15. **Trade Fixtures.** It is agreed that any and all trade fixtures and equipment brought onto the demised Premises by the Tenant may be removed by it at its expense at the expiration of the term of this Lease.

16. **Laws and Regulations.** Tenant shall, at its own cost and expense, comply with all of the requirements of all laws and regulations, municipal, state and federal, including Title III of the Americans With Disabilities Act of 1990, now in force, or which may hereafter be in force, pertaining to the Premises, and the use and occupancy thereof.

17. **Destruction Fire or Other Cause.** If the Premises shall be rendered untenable by fire or other casualty, then Landlord shall make the Premises tenantable as speedily as possible; provided, however, in the event that the Premises cannot be made tenantable within one hundred twenty (120) days, then Landlord or Tenant may terminate this Lease by notifications to the other of such termination within ten (10) days after Landlord shall have notified Tenant of the time required to make the tenantable. Landlord shall, in its sole judgment, reasonable exercised, determine the length of time required to make the Premises tenantable, and shall notify Tenant of such determination within twenty (20) days after the occurrence of the fire or other casualty.

In the event that the Premises shall be so damaged by fire or other casualty that demolition of substantial reconstruction is required, then Landlord may terminate this Lease by notifying the Tenant of such termination within thirty (30) days after the date of such damage.

18. **Eminent Domain.** In the event that the Premises be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease shall terminate as of the date of actual taking. In the event that any part of the Premises be so condemned or taken, Landlord shall have the right to terminate this Lease as of the date of actual taking by giving Tenant written notice of such termination; but should Landlord not so terminate this Lease, this Lease shall cease as to the part taken and the rent adjusted so that Tenant shall pay a pro rata portion of the rent determined by the amount of space (and rate therefor) remaining after the taking. Landlord shall be entitled to receive the entire award from any such condemnation or taking of the Premises or any part thereof, without deduction therefrom for any estate or interest granted to Tenant by this Lease, provided, that nothing herein contained shall be deemed to prevent Tenant from claiming compensation for relocation costs or loss for interruption of business in the event an award with respect thereto is provided for by law or is fixed in the proceeding in which such taking shall occur.

19. **Default and Termination.** If Tenant shall fail to make payment of rent when due, or if Tenant shall fail to comply with an details, provisions or covenants of this Lease and shall not cure such failure within thirty (30) days after written notice thereof, or if Tenant shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors, then in any such event, Landlord may terminate this Lease at any time

thereafter by giving written notice of such termination to Tenant. Upon termination of this Lease, Landlord may without further notice reenter the Premises, dispossess Tenant or any occupant of the Premises, and remove its effects and hold the Premises as if this Lease had not been made. Landlord shall be entitled to any other remedies that may be provided by law.

20. **Surrender of Premises.** Upon the expiration or the termination of the term of this Lease, Tenant shall quit and surrender the Premises to Landlord in as good order and condition as when received, ordinary wear and damage by the elements excepted; and Tenant shall remove all of its property and shall repair any damage to the Premises caused by such removal. Any personal property of Tenant or of anyone claiming under Tenant which shall remain on the Premises after the expiration or termination of the lease term, shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be responsible for the same.

21. **Care of Premises.** Tenant shall at all times keep the Premises in a clean and orderly condition and shall keep the Premises free of all waste material, debris, boxes and other rubbish.

22. **Holding Over.** Notwithstanding any provisions of law or any judicial decisions to the contrary, no notice shall be required from either party to terminate this Lease on the expiration date herein specified, and anything therein contained and implied to the contrary notwithstanding, a holding over by the Tenant, its successors or assigns, beyond the expiration of said term, shall give rise to a tenancy from month to month.

23. **Notices.** All Notices, bills or statements required hereunder shall be in writing, and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord at 3848 Veterans Drive, Traverse City, Michigan 49684 and to Tenant at the Premises. Either party may change the address for notices, bills or statements by giving notice of such changes as hereinabove set out.

24. **No Waiver.** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provisions of this Lease shall be deemed to have been waived unless such waiver be in writing.

25. **Successors and Assigns.** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and, except as otherwise provided by this Lease, their assigns.

26. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions on

Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Premises leased hereby.

27. **Entire Agreement.** This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. **General Provision.** The pronouns and relative words herein used are written in the neuter only. If more than one join in the execution hereof as Landlord or Tenant, or either be of the masculine or feminine sex or a corporation, such words shall be read as if written in plural, masculine, feminine or corporate, respectively.

IN WITNESS WHEREOF, the parties hereunto have executed this Lease and affixed its seals the day and year first above written.

LANDLORD:
THE CHARTER TOWNSHIP OF GARFIELD

BY: Chuck Korn
ITS: Township Supervisor

TENANT:
THE GRAND TRAVERSE BAY YMCA, INC. a
Michigan corporation

BY: _____
ITS: President

BY: _____
ITS: Chief Executive Officer

EXHIBIT "A"

EXHIBIT A: Legal Description of the Real Estate

A parcel of land in part of the Northeast Quarter of Section 22, and part of the Southeast Quarter of Section 15, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, more fully described as:

Commencing at the Section corner common to Sections 15 and 22; thence South 89°45'45" West, 248.76 feet, along the Section line common to Sections 15 and 22, to the Point of Beginning; thence South 50°21'57" West, 214.41 feet; thence South 00°35'05" East, 400.00 feet; thence South 89°24'55" West, 417.00 feet, to a point on the Westerly line of a previously described Parcel B; thence North 08°33'50" West, 88.98 feet; thence North 19°18'10" West, 212.75 feet; thence North 04°13'20" West, 151.47 feet; thence North 30°06'20" West, 88.40 feet; thence North 18°12'10" East, 22.90 feet, to a point on the North line of said Section 22; thence North 89°45'45" East, 242.60 feet, along said North Section line; thence North 01°18'16" East, 7.17 feet; thence North 85°48'47" East, 252.80 feet, to a point on the Westerly line of a previously described Parcel A; thence along a shoreline traverse of an unnamed pond the following four courses; North 02°17'27" East, 43.36 feet; North 56°09'05" East, 140.20 feet; North 06°07'32" East, 346.93 feet; North 05°03'31" West, 73.83 feet, to the Southeast corner of Lot 5 of the recorded plat of Logan Place West, as recorded in Liber 14 of Plats, Page 26; thence North 86°00'00" East, 68.25 feet, along the South boundary line of said Plat to the Easterly right-of-way line of Racquet Club Drive (66' private road); thence along said easterly right-of-way, and along a shoreline traverse of the West bank of the Boardman River Southeasterly 60 feet on the arc of a 187.46 foot radius curve to the right with a long chord of which bears South 06°37'52" East, 59.74 feet; thence continuing along said shoreline traverse the following four courses; South 28°30'36" East, 29.41 feet; South 08°42'24" West, 211.37 feet; South 01°07'42" West, 235.88 feet; South 20°00'43" East, 40.88 feet, to the Point of Beginning.

Said Parcel contains 7.60 acres, more or less.

Including all land lying between the shoreline traverse along the West bank and the thread of the Boardman River. Including all land lying between the shoreline traverse along the East shore and the waters edge of an unnamed pond.

Subject to and together with an existing sanitary sewer easement. Subject to other easements or restrictions, if any.



Parcel Map

Legend

- YMCA_Lease_Area
- Prop_Parcel


This map is based on digital databases prepared by the Charter Township of Garfield. The Township does not warrant, expressly or impliedly, or accept any responsibility for any errors, omissions, or that the information contained in the map or the digital databases is currently or positionally accurate.

Garfield Charter Township
 3848 Veterans Drive
 Traverse City, MI 49684
 Phone: 231.941.1620
 Fax: 231.941.1688
www.garfield-twp.com



NOT A LEGAL SURVEY

Garfield Township Planning Dept: 1/27/2015

		Charter Township of Garfield	
		Planning Department Report No. 2019-91	
Prepared:	July 16, 2019	Pages:	1
Meeting:	July 23, 2019 Township Board	Attachments:	<input type="checkbox"/>
Subject:	Township Board Strategic Planning – Step 3		

BACKGROUND:

The Township Board is conducting a planning process to develop a strategic plan. The strategic plan will be used as a tool to set priorities that help guide decisions and assist with communicating the Township’s goals internally and to the community.

For the first meeting of the strategic planning process, a review of background information was completed as Step 1 and the first half of the Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis was conducted to identify Strengths and Weaknesses as Step 2a. For the second meeting, the SWOT was completed by identifying Opportunities and Threats. The Board also discussed initial ideas on vision and mission statements.

THIRD MEETING OF THE STRATEGIC PLANNING PROCESS:

Step 3 of the process will involve the Board reviewing the vision, mission and goals in form of a drafted plan. See the draft vision statement, mission statement, and nine (9) goals listed below.

NEXT MEETING OF THE STRATEGIC PLANNING PROCESS:

Step 4 of the process will reflect any changes and provide a final draft plan for consideration for adoption by the Township Board.

DRAFT VISION & MISSION STATEMENTS

Vision and mission statements provide direction for the Township going forward. The vision defines the end goal for the community, while the mission defines the Township's role in making the vision come to fruition.

Vision Statement

The Charter Township of Garfield is...

- a vibrant, thriving, safe community served by a fiscally stable, efficient government
- a place where the Boardman River and Silver Lake are testimonies to the local value of clean water
- a livable and memorable community interspersed by beautiful parks and connecting trails
- a regional economic center where interconnected transportation and infrastructure systems allow for smooth traveling and flow of commerce
- a leader in meeting regional challenges

Mission Statement

Neighbors serving neighbors

DRAFT GOALS

These goals guide the work done today and in the future by the Township Board and staff. These goals may change over time, but largely define the purpose of the township's work for the coming years.

1. Identity

Develop a strong identity that conveys the character and values of the community to the region and beyond

2. Economic Development

As part of a regional hub in Northern Michigan, promote Garfield Township as a great place for business development and job opportunities

3. Public Safety

Support collaborations which promote public safety including police and fire services

4. Parks and Trails

Foster a system of high-quality active and passive parks connected by trails

5. Water Quality

Make water system improvements and support environmental conservation efforts to protect water quality

6. Housing

Provide for housing choices by planning for, permitting, and incentivizing a variety of housing types

7. Transportation & Infrastructure


Invest in transportation and infrastructure which support high-quality development

8. Partnerships

Participate in local and regional partnerships to advance community interests

9. Fiscal Responsibility

Deliver effective public services to the community and operate with fiscal efficiency

 Charter Township of Garfield Planning Department Report No. 2019-89			
Prepared:	July 15, 2019	Pages:	4
Meeting:	July 23, 2019 Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	Ashland Park PUD Phases 2 & 3 Major Amendment-Introduction		
Applicant:	Peachtree River Investments, LLC		
Owner:	Peachtree River Investments, LLC		
File No.	PUD-2001-01-F		
Parcel No.	05-026-018-00		

PURPOSE OF APPLICATION:

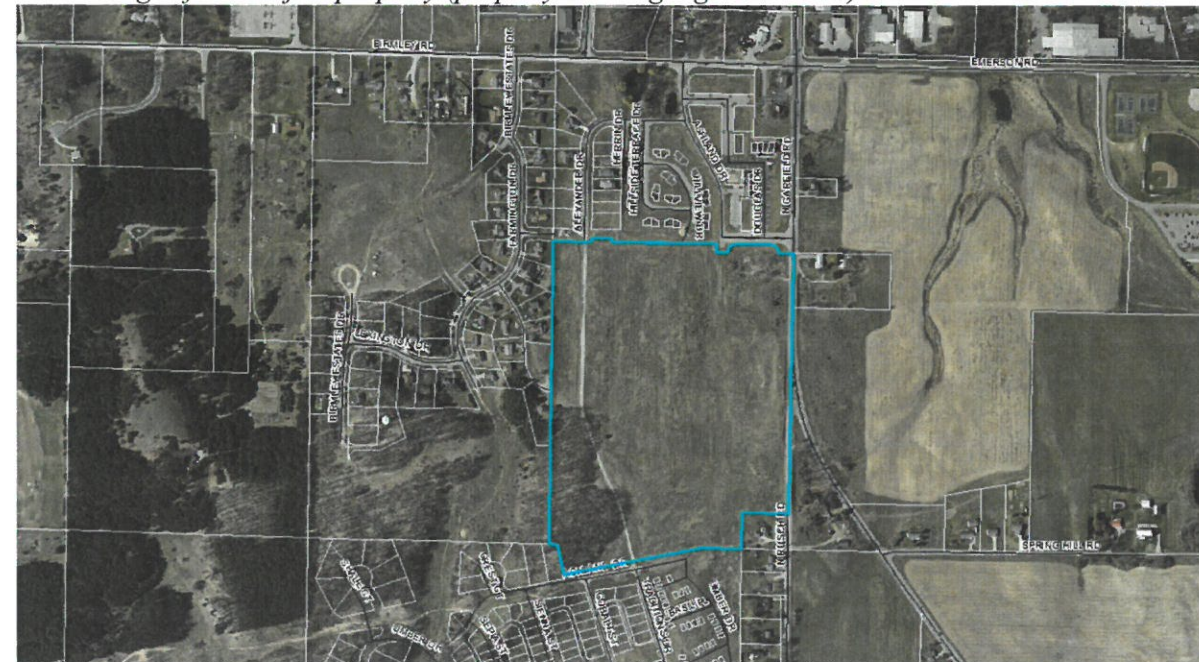
A request to amend a Planned Unit Development (PUD) is being considered according to Section 423.G of the Zoning Ordinance. Staff has determined that this amendment constitutes a major amendment which requires a public hearing, Planning Commission approval and Township Board approval.

The application requests an amendment to Phase 2 and Phase 3 of the Ashland Park PUD by replacing the 2001 original approved mix of 124 quadplex residential units, 42 duplex residential units, and 21 single-family residential units with a new pattern of consisting of 158 duplex residential units. This proposal results in an overall reduction of 29 residential dwelling units. The total improved space decreased from 79.8% to 59.9% which makes the new total open space to be 40.1% (20.39 acres). The most recent configuration for Phase 2 and Phase 3 of Ashland Park PUD was approved in 2017 and consists of 62 single-family residential units and 48 duplex residential units for a total of 110 residential dwelling units. A copy of the overall site plan (dated 12/05/2016) approved in 2017 is included with this report.

SUBJECT PROPERTY:

The subject property is the Ashland Park PUD. The PUD extends southwest from the intersection of Birmley Road and Garfield Road. Phases 2 and 3 compose approximately 52 areas of land.

Aerial image of the subject property (property lines highlighted in blue):



BACKGROUND:

The Ashland Park PUD was approved in 2001, but demand for residential units within the development never really materialized. Eventually, Phase 1 of Ashland Park commenced and build out of the phase is nearing completion. In Phase 1, the sale of duplex residential units has been more successful than the sale of single-family detached residential units. For Phases 2 and 3, the owner/applicant is requesting to convert all residential units into strictly duplex residential units. Changes to the road network are also proposed. From Phase 3, a connection into the Traditions development is maintained.

The new design of the roadway appears to maintain desired connectivity. The development includes a pathway network, including sidewalks along both sides of the roads. Elsewhere, the pathway network links the proposed open areas of the site. This proposal would appear to meet the intent of the Township's pedestrian pathway requirements.

PROJECT HISTORY:

2001 Ashland Park PUD

The project, approved in 2001, was a multiphase project that incorporated single family residential lots, zero lot line units, duplex and quadplex units, and commercial/office uses.

2005 Ashland Park PUD Amendment

The project was changed significantly when amended in 2005. The amendment allowed additional commercial and industrial uses to replace single family lots and to increase the multifamily units.

2017 Ashland Park PUD Amendment

Phases 2 and 3 were amended to eliminate approved multifamily units and replace them with single family lots. Minor changes to the orientation of other previously approved building sites within Phases 2 and 3 were also proposed, including the approved storage area, office buildings, and duplexes.

FINDINGS OF FACT:

- 1) An application has been received to amend Phases 2 and 3 of the Ashland Park PUD.
- 2) The site development plan for this portion of the development was most recently authorized by Amendment #PUD 2001-01-D in 2017.
- 3) The most significant change between the approved plan and the proposed plan is to replace all approved single-family lots with duplex condominium units.
- 4) This proposal results in an overall reduction of 29 dwelling units from the original plan in 2001.

Section 426.E(4) Criteria

- (a) The uses will be compatible with the natural environment, and with adjacent and surrounding land uses and properties, and will not have an adverse economic, social or environmental impact on adjacent and surrounding land uses and properties;
 - Finding: The Planning Commission finds that this standard HAS BEEN MET because the application proposes a use which is already authorized within the PUD; the use is compatible with surrounding single-family residential uses both within and outside of the Ashland Park PUD; and, the amendment will not have an adverse impact on adjacent or surrounding properties.
- (b) The uses will be compatible with the capacity of existing public services and facilities, or of planned and feasible future public services and facilities, and such use is consistent with the public health, safety and welfare of the Township residents;

- Finding: The Planning Commission finds that this standard HAS BEEN MET. The development is already approved based upon the availability of these services and the application proposes a reduction in density, and therefore a reduction in need for these services.
- (c) The uses and development are warranted by the design of additional amenities made possible with, and incorporated by, the development proposal;
- Finding: The Planning Commission finds that this standard HAS BEEN MET. The use is already approved, and the application includes additional amenities such as sidewalks, walking paths, and pocket parks throughout the site. Pocket parks will be composed of benches, picnic tables and dog walk areas as noted.
- (d) Insofar as practicable, the landscape shall be preserved in its natural state by minimizing tree and soil disturbance and removal;
- Finding: The Planning Commission finds that this standard HAS BEEN MET. The proposed duplexes will have no greater impact on the remaining hillside than would the presently approved single-family units. With the current approved overall site plan, single-family home owners would have the right to remove trees on their lots. The applicant has stated that there will most likely be fewer trees removed since the condominium owners will only own inside the building and not their yard. The condominium association will manage and maintain the open space, including this area of trees.
- (e) Existing important natural, historical and architectural features within the development shall be preserved;
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the applicant has made reasonable efforts to protect and retain existing mature vegetation and provide open space on the property.
- (f) Proposed buildings shall be sited harmoniously to the terrain and to other buildings in the vicinity that have a visual relationship to the proposed buildings;
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the proposed building site setbacks are compatible with what has already been approved within the Ashland Park PUD.
- (g) With respect to vehicular and pedestrian circulation and parking, special attention shall be given to the location and number of access points to public streets, minimizing potential motorized/non-motorized conflict points, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, and the arrangement of parking areas that are safe and convenient and, insofar as is practicable, do not detract from the design of proposed structures and neighboring properties;
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the proposed sidewalks and the proposed walking paths are separated from the roadways and are designed to minimize pedestrian/vehicular conflict.

- (h) Landscaping is provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property and, where applicable, to create a pleasant pedestrian scale outdoor environment;
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the application proposes consistent landscaping as a condominium development with common ownership of the open spaces.
- (i) The development consolidates and maximizes useable open space;
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the application proposes a number of consolidated common areas between development areas which may be utilized for passive recreation and which also accommodate picnic table areas and walking paths.
- (j) The benefits of the development are not achievable under any single zoning classification; and
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the application requests an amendment to an existing, mixed-use development which is not achievable under any single zoning district.
- (k) The development is compatible with the intent and purpose of the adopted master plan.
- Finding: The Planning Commission finds that the standard HAS BEEN MET because the amended development plan remains consistent with the Master Plan designation for this area as low density residential (1-3 units per acre). The planned density for Phases 2 and 3 in the Ashland Park PUD is approximately 3 units per acre.

ACTION RECOMMENDED:

The purpose of this item being placed on tonight's agenda is to introduce the application and schedule it for public hearing. If the Board is prepared to accept the application and schedule it for public hearing, the following motion is suggested:

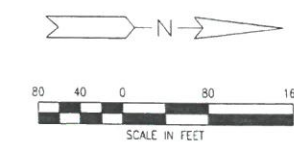
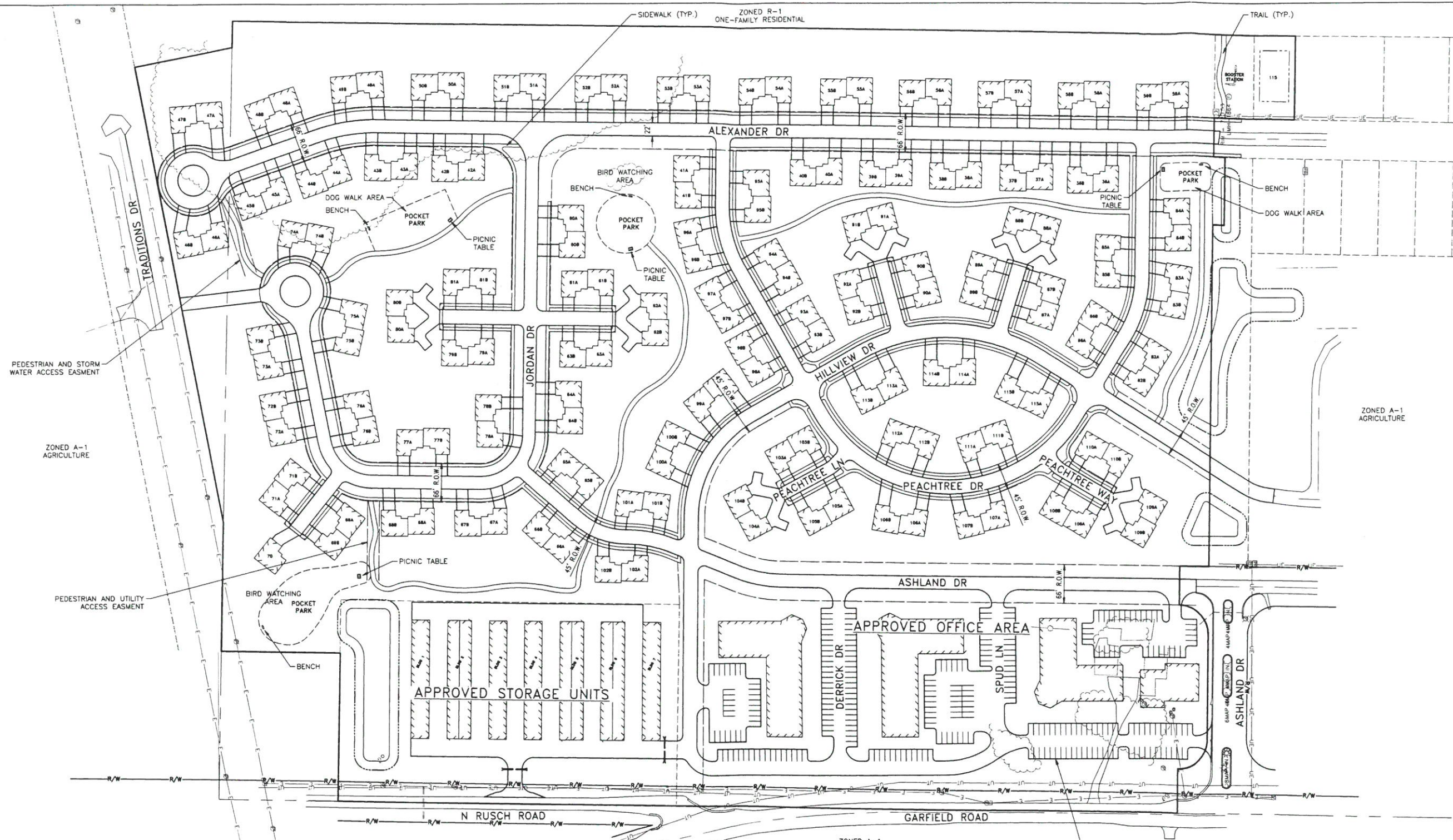
MOTION THAT application PUD-2001-01-F BE SCHEDULED for public hearing for the Garfield Township Board of Trustees meeting to be held on August 13, 2019.

Any additional information that the Board determines to be necessary should be added to this motion.

Attachments:

1. 11" X 17" Overall Site Plan sheet provided by applicant dated May 20, 2019

PROJECT MANAGER BRIAN C. SOUSA, PE
 C:\V\WORK\160631631\3P-PLS-SITEPLAN-PERMIT.DWG - 5 - PLOTTED 3/20/2019 8:35 AM BY WHALEY, RUSS
 FIELD BOOK INFORMATION



REV#	DATE	DESCRIPTION	BY

10850 East Traverse Highway, Suite 2260
 Traverse City, MI 49684
 231.947.7400
 www.wade-trim.com


WADE TRIM

PEACHTREE RIVER INVESTMENTS, LLC
 1503 NORTH GARFIELD ROAD
 TRAVERSE CITY, MI 49696
 ASHLAND PARK PHASE 2 & 3 P.U.D. AMENDMENT

OVERALL SITE PLAN

ISSUED FOR:	DATE:	BY:
PUD AMENDMENT	05/20/19	OCC
JOB NO:	ASP3389-02C	
SHEET:	5	

© Wade Trim Group, Inc. ASHLAND PARK P.U.D.

		Charter Township of Garfield	
		Planning Department Report No. 2019-87	
Prepared:	July 15, 2019	Pages:	Page 1 of 2
Meeting:	July 23, 2019 Township Board	Attachments:	<input checked="" type="checkbox"/>
Subject:	Zoning Ordinance Text Amendments – Introduction		

BACKGROUND:

At their meeting on July 10, 2019, the Planning Commission held public hearings for three proposed text amendments to Ordinance No, 68, the Garfield Township Zoning Ordinance. The full text as proposed for all amendments is attached to this report. These amendments include the following:

- Amendment No. 19 regarding Section 712 Automobile Laundries
- Amendment No. 20 regarding Section 749 Golf Courses and Country Clubs
- Amendment No. 21 regarding Section 315 R-3 (Multiple Family Residential)

SECTION 712 AUTOMOBILE LAUNDRIES:

Section 712.A (3) currently reads “No vacuum equipment shall be located closer than one hundred (100) feet to any property line which abuts a property zoned or used for residential purposes.” The proposed Amendment No. 19 would clarify this statement to read “No equipment shall be located closer than one hundred (100) feet to any property zoned or used for residential purposes.”

Amendment No. 19 would also remove Section 712.A (4) which reads “Noise generated on site from any source shall not exceed 40 decibels measured at any property line.” Based on discussion from Planning Commissioners, the reason for removing this part of the text is that noise issues are covered under a different section of the Township Ordinances and having a specific noise volume limit for this use may be considered arbitrary and difficult to enforce.

SECTION 749 GOLF COURSES AND COUNTRY CLUBS:

Section 749.A (3) currently reads as follows:

- (3) Development features shall be so located as to minimize any potential adverse affects upon adjacent property. All principal and accessory buildings, structures, and parking areas shall not be less than two hundred (200) feet from any property line of abutting residentially zoned land.

Amendment No. 20 would reduce required distance in the above statement from 200 feet to 80 feet. This amendment was proposed to provide for a distance that is more reasonable based on the development patterns in the township. One golf course owner in the township has twice sought and been granted variances from the Zoning Board of Appeals for reduced building setbacks from the adjacent residential property lines, with the closest building being about 84 feet away. The 200-foot setback requirement was not in the previous zoning ordinance but was included in the 2015 Zoning Ordinance update.

The proposed amendment would also remove the first sentence of subsection (3) above and include it with a new subsection (4). A provision would also be added allowing for the Zoning Administrator to require landscaping as appropriate to minimize any potential adverse impacts on neighboring properties. The existing subsection (4) would be renumbered as subsection (5) with no changes.

SECTION 315 R-3 (MULTIPLE FAMILY RESIDENTIAL):

Section 315 governs the uses and standards for the R-3 district. For residential uses, one family and two family dwellings are permitted by right, whereas multiple family dwellings are permitted by special use permit. The dimensional standards, as currently written require different minimum lot sizes for these three residential types but have uniform minimum yard setbacks. Specifically, the minimum setback for each side yard is 20 feet.

Based on discussion with the Planning Commissioners, it is recommended that a “sliding scale” for the side yard setback be adopted to accommodate the different residential uses in R-3 with regulations that are more appropriate for the use. The proposed amendment would replace the current uniform minimum side yard setback of 20 feet with standards of 10 feet for one-family dwellings, 15 feet for two-family dwellings, and 20 feet for multi-family dwellings.

ACTION REQUESTED:

If, following discussion, the Township Board is prepared to schedule the *attached* Amendments 19, 20, and 21 to Ordinance No. 68, the Garfield Township Zoning Ordinance, for public hearing, then the following motion is suggested:

MOTION THAT the proposed Amendments 19, 20, and 21 to Ordinance No. 68, Garfield Township Zoning Ordinance, as attached to Planning Department Report 2019-87, BE SCHEDULED for public hearing for the August 13, 2019 Township Board Regular Meeting.

Attachments:

1. Proposed Amendments 19, 20, and 21 to Ordinance No. 68, Garfield Township Zoning Ordinance, proposed to be adopted as shown.

SECTION 712 AUTOMOBILE LAUNDRIES

A. REGULATIONS AND CONDITIONS

- (1) All such facilities shall be connected to a public water and sewer system.
- (2) All washing activities shall be carried out within a building.
- (3) No equipment shall be located closer than one hundred (100) feet to any property zoned or used for residential purposes.

SECTION 749

GOLF COURSES AND COUNTRY CLUBS

A. REGULATIONS AND CONDITIONS

- (1) These regulations shall not include stand-alone golf-driving ranges and miniature golf courses.
- (2) The site area shall be a minimum of fifty (50) acres and have its main ingress and egress from a major thoroughfare, as classified on the Master Plan of Garfield Township.
- (3) All principal and accessory buildings, structures, and parking areas shall not be less than eighty (80) feet from any property line of abutting residentially zoned land
- (4) Development features shall be so located as to minimize any possible adverse effects upon adjacent property. The Zoning Administrator may require that any principal and accessory buildings and structures be buffered by landscaping determined by the Zoning Administrator to be appropriate for minimizing potential adverse impacts on any neighboring property.
- (5) Whenever a swimming pool is to be provided, said pool shall be located at least one hundred (100) feet from abutting residentially zoned property lines and shall be enclosed with a protective fence six (6) feet in height, with entry limited by means of a controlled gate.

SECTION 315 R - 3 (MULTIPLE FAMILY RESIDENTIAL)

E. DIMENSIONAL STANDARDS (Per Dwelling Unit):

Minimum Lot Area:

- One-Family: 10,000 sq. ft.
- Two-Family: 6,000 sq. ft.
- Multi-Family: 4,000 sq. ft.

Minimum Yard Setbacks (A):

- Front: 25 feet
- Each Side (One-Family): 10 feet
- Each Side (Two-Family): 15 feet
- Each Side (Multi-Family): 20 feet
- Rear: 20 feet

RESOLUTION TO AMEND THE BUDGET

RESOLUTION # 2019-15-T

TO THE BOARD OF GARFIELD TOWNSHIP,

ON THE FOLLOWING PAGE YOU WILL FIND **RESOLUTION 2019-15 -T**. THIS IS A PROPOSED BUDGET AMENDMENT FOR THIS BUDGET YEAR. THIS AMENDMENT IS TO CORRECT MISSED PRIOR YEAR TRANSFERS. PLEASE LOOK IT OVER AND IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT MY OFFICE, BEFORE THE BOARD MEETING SO I CAN EXPLAIN IT.

THANK YOU,

LANIE MCMANUS
TOWNSHIP CLERK

Budget Amendments to Increase Expenditure Budgets in Fund 308

To increase cost center Park System Fund (308) by \$350,000.00 and take it from General Fund Balance. (101).

Moved:

Supported:

Yeas:

Nays:

Absent and excused:

The Chairman, Chuck Korn, declared the motion carried and Resolution 2019-15 -T adopted this 23rd day of July, 2019.

Lanie McManus, Clerk

CERTIFICATION

I, Lanie McManus, Clerk of the Charter Township of Garfield, certify the above is a true and correct copy of Resolution 2019-15 -T which was adopted by the Township Board of the Charter Township of Garfield on the 23rd day of July, 2019.

Lanie McManus, Clerk