

CHARTER TOWNSHIP OF GARFIELD

TOWNSHIP BOARD MEETING

Tuesday, March 22, 2022 at 6:00pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

AGENDA

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 – March 8, 2022 Regular Meeting
(Recommend Approval)

b. Bills -
General Fund \$106,795.70
(Recommend Approval)

c. 2022 Final March Board of Review Assessment Roll Figures Report
(Receive and File)

- d. Contractor's Application for Payment No. 2 – Elmer's Work at River East Recreation Area
- e. PD 2022-25 – Gauthier Property R-3 Rezoning – Introduction/Set Public Hearing

4. Items removed from the Consent Calendar

5. Correspondence

6. Reports

- a. GT Metro Fire Report
- b. MMR Report
- c. County Commissioner's Report
- d. Supervisor's Report

7. Unfinished Business

- a. BATA/TCHC Transit-Oriented Mixed-Use PUD Final Review – Public Hearing Decision

8. New Business

- a. Consideration of Flooring Bids for Charter Township of Garfield Hall – 1st Floor Only

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
March 8, 2022**

Supervisor Chuck Korn called the Town Board Meeting to order at the Garfield Township Hall on March 8, 2022 at 6:00p.m.

Pledge of Allegiance

Roll Call of Board Members

Present: Molly Agostinelli, Chris Barsheff, Steve Duell, Chuck Korn,
Chloe Macomber, Lanie McManus and Denise Schmuckal

Staff Member: Planning Director John Sych

1. Public Comment (6:01)

None

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

Schmuckal asked to add "Chick-fil-A Discussion" to Other Business.

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

Yeas: Schmuckal, Duell, Barsheff, Agostinelli, Macomber, McManus, Korn

Nays: None

3. Consent Calendar (6:02)

a. Minutes

February 23, 2022 Regular Board Meeting

February 23, 2022 Joint Township Board and Planning Commission Meeting

(Recommend Approval)

b. Bills

General Fund

\$39,262.45

(Recommend Approval)

c. State of Michigan Revenue Sharing Report (Receive and File)

Board members moved Consent item C to Agenda item 4.

Agostinelli moved and Duell seconded to adopt the Consent Calendar as amended.

Yeas: Agostinelli, Duell, Barsheff, Schmuckal, McManus, Macomber, Korn

Nays: None

4. Items Removed from the Consent Calendar

a. State of Michigan Revenue Sharing Report (Receive and File)

Macomber stated that there have been adjustments to the 2020 census which resulted in increased revenue sharing. Prior payments will be adjusted and an overall increase will be seen.

Schmuckal moved and McManus seconded to receive and file the State of Michigan Revenue Sharing Report as presented.

*Yeas: Schmuckal, McManus, Agostinelli. Duell, Barsheff, Macomber, Korn
Nays: None*

5. Correspondence (6:05)

a. Grand Traverse Conservation District – February 2022

6. Reports

a. County Commissioner's Report (6:05)

County Commissioner Brad Jewett reported that the county hired a new Parks Director and the ARPA Committee is still meeting and getting ideas about where and how to spend money. The board also voted to rescind appointments to Community Mental Health at this time.

b. Sheriff's Report (6:08)

Lt. Oosse stated reviewed the February statistics with board members.

c. Planning Department Monthly Report for March 2022, PD-2022-19 (6:09)

Planning Director John Sych said the BATA/TCHC PUD proposal will be coming to the board in two weeks. He reviewed his report on the recent Joint Meeting.

d. Parks and Rec Report (6:11)

New kiosk flyers are being done in house at this time. The area rugby team wishes to do a clean-up project in the parks and they will be used for mulching and painting. A grant for security cameras for the new River East Park was approved and the cameras have been installed. Heaters in the bathrooms at Silver Lake Park are being tampered with and ideas to make them more efficient will be discussed.

e. Clerk's Report (6:15)

McManus stated that the Clerk's Report was submitted in writing and staff will be attending a training designed to train the trainers for the upcoming elections.

f. Supervisor's Report (6:18)

Supervisor Korn stated that he attended a Road Commission meeting where he found out that the Road Commission will give each township a certain amount towards secondary roads and PASER ratings will not be used for those roads any longer. He attended the ribbon cutting ceremony at Chick-fil-A and attended a hearing via Zoom with the Goodwill Inn. GT Metro has begun Chief Parker's yearly review and contracts for Economic Development services in the area are being reviewed. Discussion began on the Chick-fil-A and Lt. Oosse said that Chick-fil-A is paying for any officer assigned to control traffic. The officers assigned are working overtime and Chick-fil-A is paying the Sheriff's Department directly.

7. Unfinished Business

None

8. New Business**a. Consideration of Authorizing an Amendment to Cellular Tower Lease (6:30)**

Korn said that this has been reviewed by the Township counsel as well as a consultant. On page three of the document, under item #3 the language which stated "Five Hundred" needs to be removed since the agreed amount is three thousand dollars, not three thousand five hundred dollars.

Agostinelli moved and Barsheff seconded to authorize an amendment to the Cellular Tower Lease noting the change in item #3.

*Yeas: Agostinelli, Barsheff, Schmuckal, McManus, Duell, Macomber, Korn
Nays: None*

b. Consideration of a New Phone System (6:34)

After gathering many quotes, Korn has recommended Grid 4 for a new phone system in the township hall.

Schmuckal moved and Macomber seconded to choose the Grid 4 phone system for the township hall at a cost of \$540.83 per month.

*Yeas: Schmuckal, Macomber, McManus, Agostinelli, Duell, Barsheff, Korn
Nays: None*

c. Consideration of Proposal for Engineering Services for River East Park Projects Phase II (6:39)

Parks Steward Derek Morton presented the engineering cost for River East Park Phase Two which includes dog parks and a natural trail. Board members discussed the entrance to the park.

Schmuckal moved and Barsheff seconded to approve the Proposal for Engineering Services for River East Park Projects Phase II as drafted by Engineer Jennifer Hodges.

*Yeas: Schmuckal, Barsheff, Macomber, McManus, Agostinelli. Duell, Korn
Nays: None*

9. Public Comment: (6:52)

None

10. Other Business (6:52)

a. Chick-fil-A Discussion

Board members discussed concerns about traffic near the new Chick-fil-A. Planning Director John Sych said the restaurant is still training its staff and Chick-fil-A does have an open-ended request for off duty police officers to be on site. Sych stated that the township would keep an eye out to ensure that the approved site plan was being adhered to. Agostinelli said that planners were trying to facilitate another drive in the rear of the property.

b. Duell said that the Commons area is having parking issues which the Joint Recreation Authority is discussing and asked that it be brought to the township board for discussion at the 3-22-22 meeting.

11. Adjournment

Korn adjourned the meeting at 7:25pm.

Chuck Korn, Supervisor
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49686

Lanie McManus, Clerk
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49686

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/09/2022	GEN	40271	CHERRYLAND ELECTRIC COOP.	4257600	101-000-084.861	310.76
		40271		4257600	101-265-920.603	980.90
		40271		4257600	101-448-920.005	808.62
						2,100.28
02/09/2022	GEN	40272	CHERRYLAND ELECTRIC COOP.	4257600	308-000-935.000	209.23
02/09/2022	GEN	40273	CITY OF TRAVERSE CITY	170975-94720	101-000-084.861	666.78
		40273		170975-118686	101-448-920.005	28.34
						695.12
02/09/2022	GEN	40274	CONSUMERS ENERGY	103033456148	101-448-920.005	1,623.89
02/09/2022	GEN	40275	CONSUMERS ENERGY	100000311801	101-000-084.861	2,299.82
		40275		100000311801	101-448-920.005	2,143.26
						4,443.08
02/09/2022	GEN	40276	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	523.87
02/09/2022	GEN	40277	GFL ENVIRONMENTAL	002096164	308-000-935.000	435.01
02/09/2022	GEN	40278	GFL ENVIRONMENTAL	002114259	101-265-935.604	104.94
02/09/2022	GEN	40279	GILL-ROY'S HARDWARE	LAG BOLTS	308-000-935.000	37.99
02/09/2022	GEN	40280	GRAND TRAVERSE CONSERVATION DI	MOWING & TRAIL MAINTENANCE / BRUSH REPLACEMENT	308-000-935.000	1,067.76
02/09/2022	GEN	40281	GRAND TRAVERSE COUNTY DPW	5105021	101-265-920.602	143.35
02/09/2022	GEN	40282	GRAND TRAVERSE COUNTY DPW	5590511	308-000-935.000	11.50
02/09/2022	GEN	40283	GRID4 COMMUNICATIONS, INC.	PHONES	101-265-850.000	499.12
02/09/2022	GEN	40284	INTEGRITY BUSINESS SOLUTIONS	LABELS, PAPER, KLEENEX, PAPER TOWEL	101-101-726.000	166.58
02/09/2022	GEN	40285	LANDGREEN LAWN CARE	JANUARY PARK PLOWING	308-000-935.000	3,595.00
02/09/2022	GEN	40286	OLSON, BZDOK, & HOWARD	ETC	101-400-801.000	99.00
02/09/2022	GEN	40287	RELX INC. DBA LEXISNEXIS	1.2022 LEGAL SVCS	101-101-801.002	63.65
02/09/2022	GEN	40288	STAPLES	MARKERS, BATTERIES, PAPER, LABELS, FOLDERS,	101-101-726.000	335.49
		40288		MARKERS, BATTERIES, PAPER, LABELS, FOLDERS,	101-215-726.000	18.80
						354.29
02/09/2022	GEN	40289	SVEC CONSTRUCTION	JANUARY SNOW PLOWING	101-265-935.601	1,740.00
02/09/2022	GEN	40290	UNITED WAY	UNITED WAY	101-000-238.000	90.00
02/09/2022	GEN	40291	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	1,150.00

3.b.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/16/2022	GEN	40292	AFLAC	AFLAC	101-000-227.001	436.82
02/16/2022	GEN	40293	GRANITE TELECOMMUNICATIONS	04652347 POTTS LINES	101-265-850.000	454.46
02/16/2022	GEN	40294	PRINCIPAL LIFE INSURANCE COMPANY	DENTAL / LIFE	101-851-873.030	1,554.49
		40294		DENTAL / LIFE	101-851-873.040	340.68
						1,895.17
02/16/2022	GEN	40295	SHERLOQ FINANCIAL	MEMBERSHIP	101-101-965.101	180.00
02/16/2022	GEN	40296	SPECTRUM BUSINESS	INTERNET	101-258-935.016	137.50
02/23/2022	GEN	40297	AFLAC	AFLAC	101-000-227.001	436.82
02/23/2022	GEN	40298	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTH	101-851-873.030	24,140.36
02/23/2022	GEN	40299	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	1,340.00
02/23/2022	GEN	40300	CITY OF TRAVERSE CITY	170975-98310	101-448-920.005	10.61
02/23/2022	GEN	40301	FIFTH THIRD BANK	1319 EDUCATION, BUILDING STAMP	101-215-960.000	38.31
		40301		1319 EDUCATION, BUILDING STAMP	101-371-726.000	28.99
						67.30
02/23/2022	GEN	40302	FIFTH THIRD BANK	1319 PARK SIGN	308-000-935.000	118.61
02/23/2022	GEN	40303	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	523.84
02/23/2022	GEN	40304	STATE OF MICHIGAN	WATER USE REPORTING FEE	308-000-935.000	200.00
02/23/2022	GEN	40305	SUPERFLEET	GAS	101-806-862.000	148.22
02/23/2022	GEN	40306	TRAVERSE CITY RECORD EAGLE	ADVERTISING	101-101-901.000	85.85
		40306		ADVERTISING	101-400-901.000	136.95
						222.80
02/23/2022	GEN	40307	UNITED WAY	UNITED WAY	101-000-238.000	90.00
02/23/2022	GEN	40308	VC3 INC.	MICROSOFT 365	101-258-935.015	699.00
03/01/2022	GEN	40309	ANNE WENDLING	CONTRACTED SVCS	101-101-805.000	125.50
		40309		CONTRACTED SVCS	101-400-805.000	157.50
						283.00
03/01/2022	GEN	40310	ANNE WENDLING	CONTRACTED SVCS	308-000-935.000	65.50
03/01/2022	GEN	40311	CHERRYLAND ELECTRIC COOP.	ELECTRIC	101-000-084.861	310.76
		40311		ELECTRIC	101-265-920.603	1,041.73
		40311		ELECTRIC	101-448-920.005	808.62

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						2,161.11
03/01/2022	GEN	40312	CHERRYLAND ELECTRIC COOP.	ELECTRIC	308-000-935.000	695.68
03/01/2022	GEN	40313	CONSUMERS ENERGY	100018131597	101-448-920.005	30.21
03/01/2022	GEN	40314	CONTEMPORARY CLEANING	CONTRACTED SVCS	101-265-935.603	1,350.00
03/01/2022	GEN	40315	CONTEMPORARY CLEANING	CONTRACTED SVCS	308-000-935.000	450.00
03/01/2022	GEN	40316	FIFTH THIRD BANK	3637 EDUCION/ROTARY DUES	101-171-960.000	1.11
		40316		3637 EDUCION/ROTARY DUES	101-171-965.000	411.82
						412.93
03/01/2022	GEN	40317	FIFTH THIRD BANK	3406 DUES, SUPPLIES, EDUCATION	101-253-726.000	37.25
		40317		3406 DUES, SUPPLIES, EDUCATION	101-253-960.000	565.72
		40317		3406 DUES, SUPPLIES, EDUCATION	101-253-965.000	75.00
						677.97
03/01/2022	GEN	40318	GOURDIE-FRASER, INC.	CARPET/TILE RFP	101-101-805.000	825.00
03/01/2022	GEN	40319	HOME DEPOT CREDIT SERVICES	SALT BUCKET	101-265-726.003	4.98
03/01/2022	GEN	40320	HOME DEPOT CREDIT SERVICES	PICNIC TABLE SUPPLIES / MOUSE TRAPS	308-000-935.000	652.71
03/01/2022	GEN	40321	KCI	NEWSLETTER / ASSESSMENTS	101-101-900.000	1,180.25
		40321		NEWSLETTER / ASSESSMENTS	101-171-900.000	1,804.93
						2,985.18
03/01/2022	GEN	40322	NORTHERN OFFICE EQUIP	SVC CONTRACT	101-101-726.002	325.62
03/01/2022	GEN	40323	O'HEARN PEST CONTROL LLC	BAIT STATIONS	101-265-935.608	50.00
03/01/2022	GEN	40324	VERIZON	PHONES	101-265-850.000	295.00
03/10/2022	GEN	40325	CITY OF TRAVERSE CITY	17097594720	101-000-084.861	666.78
		40325		170975118686	101-448-920.005	28.34
						695.12
03/10/2022	GEN	40326	CONSUMERS ENERGY	100000311801	101-000-084.861	2,299.82
		40326		100000311801	101-448-920.005	2,143.76
						4,443.58
03/10/2022	GEN	40327	CONSUMERS ENERGY	103033456148	101-448-920.005	1,622.11
03/10/2022	GEN	40328	DTE ENERGY	910020833257	101-265-920.601	2,359.41
03/10/2022	GEN	40329	GARFIELD CHARTER TOWNSHIP	HSA	101-000-237.000	523.84

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/10/2022	GEN	40330	GFL ENVIRONMENTAL	002114258	308-000-935.000	435.01
03/10/2022	GEN	40331	GFL ENVIRONMENTAL	002114259	101-265-935.604	104.94
03/10/2022	GEN	40332	GRAND TRAVERSE COUNTY DPW	5105021	101-265-920.602	143.17
03/10/2022	GEN	40333	GRAND TRAVERSE COUNTY DPW	5590511	308-000-935.000	11.50
03/10/2022	GEN	40334	GRID4 COMMUNICATIONS, INC.	PHONES	101-265-850.000	921.50
03/10/2022	GEN	40335	INTEGRITY BUSINESS SOLUTIONS	ENVELOPES, PAPER	101-101-726.000	54.28
03/10/2022	GEN	40336	KCI	ASSESSMENT NOTICES SET-UP/PROCESS	101-171-726.001	(478.22)
		40336		ASSESSMENT NOTICES SET-UP/PROCESS	101-171-900.000	500.00
						21.78
03/10/2022	GEN	40337	LANDGREEN LAWN CARE	PARKS PLOWING, SNOWBLOWING 2.2022	308-000-935.000	2,225.00
03/10/2022	GEN	40338	MICHIGAN TOWNSHIP ASSOCIATION	BOR TRAINING	101-371-960.000	62.00
03/10/2022	GEN	40339	NETWORKS NORTHWEST	TTCI DUES	101-747-880.004	3,000.00
03/10/2022	GEN	40340	OLSON, BZDOK, & HOWARD	GOODWILL INN	101-101-801.002	584.83
03/10/2022	GEN	40341	RELX INC. DBA LEXISNEXIS	LEXIS NEXIS	101-101-801.002	63.65
03/10/2022	GEN	40342	RICHARDS & MCDUGALL, P.C.	AUDIT ASSISTANCE	101-101-802.000	5,200.00
03/10/2022	GEN	40343	STAPLES	BINDERS, DIVIDERS, LABELS	101-101-726.000	8.99
		40343		BINDERS, DIVIDERS, LABELS	101-371-726.000	28.99
						37.98
03/10/2022	GEN	40344	SVEC CONSTRUCTION	SNOWPLOW / SALT	101-265-935.601	670.00
03/10/2022	GEN	40345	TRAVERSE CITY RECORD EAGLE	ADVERTISING	101-101-901.000	85.85
		40345		ADVERTISING	101-410-901.000	136.70
						222.55
03/10/2022	GEN	40346	UNITED WAY	UNITED WAY	101-000-238.000	90.00
03/10/2022	GEN	40347	VOYA INSTITUTIONAL TRUST COMPANY	DEFERRED COMP VF3202	101-000-227.000	1,340.00
03/10/2022	GEN	40348	BRIGADE	ANNUAL INSPECTION	101-265-935.608	250.00
03/10/2022	GEN	40349	BURNHAM & FLOWER OF MICHIGAN	PLAN ADMIN	101-101-805.000	94.50
03/16/2022	GEN	40350	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTH	101-851-873.030	18,579.92
03/16/2022	GEN	40351	DENNIS, GARTLAND & NIERGARTH	PRELIMINARY AUDIT	101-101-802.000	800.00
03/16/2022	GEN	40352	GOVERNMENTAL PRODUCTS INC	UC-01B CITATION BOOKS	101-412-726.000	307.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/16/2022	GEN	40353	GRAND TRAVERSE COUNTY	MBOR ADVERTISING	101-171-900.000	43.23
03/16/2022	GEN	40354	GRANITE TELECOMMUNICATIONS	PHONES	101-265-850.000	248.75
03/16/2022	GEN	40355	SPECTRUM ENTERPRISE	INTERNET	101-258-935.016	119.99
TOTAL - ALL FUNDS						106,795.70
--- GL TOTALS ---						
101-000-084.861			DUE FROM #861 STREET LIGHTS			6,554.72
101-000-227.000			DEFERRED COMP			3,830.00
101-000-227.001			AFLAC			873.64
101-000-237.000			HSA (FORMERLY FLEX)			1,571.55
101-000-238.000			UNITED WAY			270.00
101-101-726.000			SUPPLIES			565.34
101-101-726.002			SUPPLIES - COPIER MAINTENANCE			325.62
101-101-801.002			LEGAL SERVICES - TOWNBOARD			712.13
101-101-802.000			AUDIT AND ACCOUNTING			6,000.00
101-101-805.000			CONTRACTED AND OTHER SERVICES			1,045.00
101-101-900.000			PRINTING & PUBLISHING			1,180.25
101-101-901.000			ADVERTISING			171.70
101-101-965.101			DUES & PUBLICATIONS -TOWNBOAR			180.00
101-171-726.001			POSTAGE			(478.22)
101-171-900.000			PRINTING & PUBLISHING			2,348.16
101-171-960.000			EDUCATION & TRAINING			1.11
101-171-965.000			DUES & PUBLICATIONS			411.82
101-215-726.000			SUPPLIES			18.80
101-215-960.000			EDUCATION & TRAINING			38.31
101-253-726.000			SUPPLIES			37.25
101-253-960.000			EDUCATION & TRAINING			565.72
101-253-965.000			DUES & PUBLICATIONS			75.00
101-258-935.015			COMPUTER SUPPORT SYSTEMS			699.00
101-258-935.016			COMPUTER NETWORK			257.49
101-265-726.003			SUPPLIES-MAINTANCE			4.98
101-265-850.000			TELEPHONE			2,418.83
101-265-920.601			HEATING / GAS			2,359.41
101-265-920.602			WATER / SEWER			286.52
101-265-920.603			LIGHTS BUILDING			2,022.63
101-265-935.601			SNOW PLOWING			2,410.00
101-265-935.603			CLEANING SERVICE			1,350.00
101-265-935.604			RUBBISH REMOVAL			209.88
101-265-935.608			MAINTENANCE-OTHER			300.00
101-371-726.000			SUPPLIES			57.98
101-371-960.000			EDUCATION & TRAINING			62.00
101-400-801.000			LEGAL SERVICES			99.00
101-400-805.000			CONTRACTED AND OTHER SERVICES			157.50
101-400-901.000			ADVERTISING			136.95
101-410-901.000			ADVERTISING			136.70
101-412-726.000			SUPPLIES			307.00
101-448-920.005			STREET LIGHTS TOWNSHIP			9,247.76
101-747-880.004			COM. PROM. - TC-TALUS			3,000.00
101-806-862.000			GAS & CAR WASHES			148.22
101-851-873.030			INSURANCE - EMPLOYEE HEALTH			44,274.77
101-851-873.040			INSURANCE - EMPLOYEE LIFE			340.68
308-000-935.000			MAINTENANCE - MISC, EQUIP			10,210.50
TOTAL						106,795.70

Garfield Charter Township


add

TO: Chuck Korn, Supervisor, and Township Board
 RE: **2022 FINAL Assessment Roll Figures**

FROM: **Amy L. DeHaan MMAO(4)** - Assessor
 March 17, 2022

The following AV / SEV and Taxable Values are submitted for your review in accordance with Sec. 211.53b MCL.


Classification	# Parcels	AV / SEV	Change from Prev. Yr.	Percent of Total	Taxable Value	Change from Prev. Yr.	Percent of Total	TV as a % of SEV
Real:								
Agricultural	-	\$ -	0.00%	0.00%	\$ -	0.00%	0.00%	0.00%
Residential	5,744	\$ 772,206,000	8.82%	53.51%	\$ 594,027,528	6.67%	53.19%	76.93%
Commercial	1,053	\$ 536,541,700	11.76%	37.18%	\$ 394,749,332	6.88%	35.35%	73.57%
Industrial	79	\$ 36,128,500	10.04%	2.50%	\$ 30,190,444	9.13%	2.70%	83.56%
TOTAL	6,876	\$ 1,344,876,200	10.01%	93.20%	\$ 1,018,967,304	6.82%	91.24%	75.77%
Personal:								
Commercial	1,585	\$ 47,980,500	12.59%	3.33%	\$ 47,980,500	12.59%	4.30%	100.00%
Industrial	60	\$ 16,988,700	-31.70%	1.18%	\$ 16,988,700	-31.70%	1.52%	100.00%
Utility	5	\$ 32,166,300	32.02%	2.23%	\$ 32,166,300	32.02%	2.88%	100.00%
TOTAL	1,650	\$ 97,135,500	5.75%	6.73%	\$ 97,135,500	5.75%	8.70%	100.00%
TOTAL Ad Valorem	8,526	\$ 1,442,011,700	9.71%	99.93%	\$ 1,116,102,804	6.73%	99.94%	77.40%
**Special Acts:								
PILT - Pays 4% Fee	18	\$ 40,560,000	17.25%	2.81%	\$ 29,973,491	13.18%	2.68%	73.90%
DNR-PILT	1	\$ 152,700	2.21%	0.01%	\$ 62,134	3.30%	0.01%	40.69%
County Land Bank Sale	3	\$ 438,700	-18.27%	0.03%	\$ 362,918	-23.21%	0.03%	82.73%
TOTAL	22	\$ 41,151,400	16.65%	2.85%	\$ 30,398,543	12.52%	2.72%	73.87%
Abated:								
IFT Real Rehab (Full Rate)	-	\$ -	0.00%	0.00%	\$ -	0.00%	0.00%	0.00%
IFT Real New (1/2 rate)	3	\$ 936,600	10.12%	0.06%	\$ 667,098	3.30%	0.06%	71.23%
IFT Personal (1/2 rate)	4	\$ 40,500	-95.43%	0.00%	\$ 40,500	-95.43%	0.00%	100.00%
TOTAL	7	\$ 977,100	-61.47%	0.07%	\$ 707,598	-67.40%	0.06%	72.42%
Full Rate Equivalent Values								
Exempt Parcels	200	\$ 488,550	-43.72%	0.03%	\$ 353,799	-53.79%	0.03%	72.42%
Grand TOTAL of all Classes	8,733	\$ 1,442,988,800	9.64%	100.00%	\$ 1,116,810,402	6.64%	100.00%	77.40%
Grand Total Equivalent to Full Rate		\$ 1,442,500,250	9.67%	99.97%	\$ 1,116,456,603	6.68%	99.97%	77.40%

 EJCDC ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE		Contractor's Application for Payment No. 2	
Application Period: 12/15/2021 to 2/15/2022 From (Contractor): Elmers Crane and Dozer Contractor: 3600 Ramble School Rd. Traverse City, MI 49684 Address: 49685 Contractor's Project No.:		Application Date: 3/15/2022 Via (Engineer): Gourdle Fraser, Inc. Engineer: 123 W Front St, Traverse City, MI 49684 Address: Engineer's Project No.: 21011	
To: Charter Township of Garfield (Owner): Project: 3848 Veterans Dr., Traverse City, MI 49684 Owner's Contract No.:			

**Application For Payment
Change Order Summary**

Approved Change Orders		1. ORIGINAL CONTRACT PRICE.....	\$ 573,580.00
Number	Additions	2. Net change by Change Orders.....	\$ -1,150.00
	Deductions	3. Current Contract Price (Line 1 + 2).....	\$ 572,430.00
1			
2	\$2,000.00	4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 570,680.00
		5. RETAINAGE:	
		a. 5% X \$70,680.00 Work Completed.....	\$3,534.00
		b. X Stored Material.....	\$
		c. Total Retainage (Line 5.a + Line 5.b).....	\$3,534.00
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$567,146.00
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$338,515.50
		8. AMOUNT DUE THIS APPLICATION.....	\$228,630.50
		9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 55,284.00
TOTALS	\$850.00		
NET CHANGE BY CHANGE ORDERS			\$-1,150.00

Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment. (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.		Payment of: \$ Twenty Eight Thousand six hundred and thirty dollars and fifty cents (Line 8 or other - attach explanation of the other amount) is recommended by: <u>Janet Hodges</u> (Engineer) 15-Mar-22 (Date) Payment of: \$ Twenty Eight Thousand six hundred and thirty dollars and fifty cents (Line 8 or other - attach explanation of the other amount) is approved by: _____ (Owner) _____ (Date) Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)
Contractor Signature By: <u>[Signature]</u> Date: <u>3/16/22</u>		

 Charter Township of Garfield Planning Department Report No. 2022-25		
Prepared:	March 15, 2022	Pages: 5
Meeting:	March 22, 2022 Township Board	Attachments: <input type="checkbox"/>
Subject:	Gauthier Property R-3 Rezoning – Introduction / Set Public Hearing	
File No:	Z-2021-02	Parcel No. 05-021-054-00
Owner / Applicant:	Colleen Smith	

PURPOSE OF APPLICATION:

This application requests the rezoning of one parcel on the west side of US 31 south of the intersection of US 31 and South Airport Road, totaling approximately 18 acres, from its current split zoning of Agricultural (A) and Highway Commercial (C-H) to the Multi-Family Residential (R-3) zoning district via the zoning Map Amendment process, without restriction.

The application was introduced to the Planning Commission at their January 12, 2022 meeting and a public hearing was held at their February 9, 2022 meeting. The Planning Commission adopted Findings of Fact and recommended approval of this application at the March 9, 2022 meeting.

SUBJECT PROPERTY:

According to the application, the subject property has historically been used by the Gauthier family for both commercial and agricultural uses and has more recently been used as a rental income property. There are extensive wetlands on the property. Exhibit C as provided by the applicant shows only about 7.7 acres of the site are buildable. The site has about 410 feet of frontage on US 31 and about 775 feet of frontage on McRae Hill Road, although access is only from US 31. The site is immediately south of the Fairfield Inn and Alliance Surgery Center located on North Country Drive.

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



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



STAFF COMMENT:

This site was brought before the Planning Commission at their September 22, 2021 meeting for Conceptual Review in anticipation of a future rezoning application. During this review, Staff noted several factors to consider for the potential rezoning of this parcel including its location on the US 31 corridor, environmental conditions, access, and the impact of different uses. During this review, Staff also presented their opinion that multi-family residential would potentially be a good fit on the site.

Upon preliminary review of the Master Plan and Future Land Use designation for the subject site and based on factors identified during the analysis from the conceptual review of this site, Staff is of the opinion that this proposed Map Amendment is justifiable. Many of the factors identified during the conceptual review analysis support the proposed Map Amendment. The Planning Commission adopted the following Findings of Fact at their March 9, 2022 meeting:

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 to address the following:

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 **MET** based on the following reasons:

- As described earlier in this report, the Future Land Use designation of this site is Agricultural / Rural Land. The proposed zoning of R-3 Multi-Family Residential would not be compatible with the Future Land Use designation for the subject parcel but may be compatible with other sites in the area as a transition from Commercial in the north to and Professional Office to the south, with High Density Residential identified to the east. The Zoning Plan within the Master Plan recognizes that in some instances another zoning district is more appropriate and provides Considerations for Upzoning (More Density) to provide some guidance in these instances.
- The Master Plan also offers other points to consider including the following:
 - The Future Land Use Map shows Commercial to the north but not on this site, which appears to indicate wanting to avoid extending commercial further south on US 31.
 - The Master Plan incorporates a goal to encourage housing options near jobs, services, shopping, and entertainment. This site could offer such opportunity without extending commercial further south and could serve as a buffer area between commercial to the north and surrounding sites to the south and west.
 - The Master Plan implementation goals also indicate the desire to provide for housing types which are in demand in the Township and to encourage mixing residential and commercial uses where compatible.
- This standard may consider this standard to be met upon consideration of all parts of the Master Plan including the Future Land Use Map, Goals and Objectives, and Implementation.

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 **MET** based on the following reasons:

- The only access for the site is on US 31 about 200 feet from the intersection with McRae Hill Road. Commercial uses would likely have greater traffic impacts than residential, especially throughout different parts of the day.
- Sites to the north and the front portion of the subject parcel are currently zoned as C-H Highway Commercial, which allows for commercial district housing developments via the Special Use Permit process, encouraging multi-family residential designed cohesively with the surrounding commercial. This indicates that multi-family residential can be compatible with commercial uses and designed to avoid any adverse impacts, as seen with the proposed multi-family near this site across US 31 behind the Baymont Inn. The baseline project density is the same as in the R-3 Multi-Family Residential district.

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 **MET** based on the following reasons:

- Due to the existing streams and wetlands, the site is unsuitable for use as presently zoned given that it is not likely to be considered high value farmland.
- The Zoning Plan indicates a change to a residential district may be appropriate or that a Planned Unit Residential Development (PURD) should be encouraged. Although the proposed zoning district would allow a higher density than anticipated by the Zoning Plan, as stated above this factor must be weighed in relation to the other standards. Many of these other standards were considered during the conceptual review analysis and factors were identified which support the proposed Map Amendment.

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 **MET** based on the following reasons:

- Recent development patterns within the Township indicate a stronger demand for multi-family housing than new commercial or office uses, including the proposed multi-family near this site across US 31 behind the Baymont Inn.

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 ordinance may be justified, however, if a substantial public need or purpose exists.

The Planning Commission may consider this standard to be **MET** based on the following reasons:

- Given the environmental constraints, residential uses on the site would most likely have fewer negative impacts on neighboring sites than commercial and thus would most likely better serve to protect the public health, safety, and welfare.
- Any future development will require stormwater management to protect the water quality of the onsite creek and wetlands.
- There does not appear to be any nearby historical or cultural places or areas.

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 **MET** based on the following reasons:

- The Master Plan includes several policies, including the following, which encourage different types of housing in the Township:
 - The Master Plan includes a goal to encourage housing options near jobs, services, shopping, and entertainment. This site could offer such opportunity without extending

commercial further south and could serve as a buffer area between commercial to the north and other surrounding sites to the south and west.

- The Master Plan implementation goals also indicate the desire to provide for housing types which are in demand in the Township and to encourage mixing residential and commercial uses where compatible.

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 **MET** based on the following reasons:

- The lot meets minimum standards for a lot in the R-3 zoning district:
 - The parcel is about 18 acres in size with only about 7.7 acres of buildable area as shown on the exhibit provided by the applicant. Minimum lot area ultimately depends on the number of dwelling units on the site.
 - The site has about 410 feet of frontage along US 31 and about 775 feet of frontage on McRae Hill Road; access is only from US 31. Minimum lot width is at least 70 feet but ultimately depends on the number of dwelling units on the site.
- The proposed rezoning is not anticipated to have any negative effect on neighboring lands, and future development will be compatible with neighboring land uses.
- Due to the existing streams and wetlands, the site is unsuitable for use as zoned given that it is not likely to be considered high value farmland.

8. *Other Factors*

The Township may consider any other factors relevant to a rezoning application under state law.

The Planning Commission may consider this standard to be **MET** based on the following reasons:

- Due to the streams and wetlands on the site, any development shall meet the requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) regardless of the zoning designation.

ACTION REQUESTED:

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 Z-2021-02 BE SCHEDULED for public hearing for the Garfield Township Board of Trustees meeting to be held on April 12, 2022.

Any additional information deemed necessary by the Township Board should be added to the motion.

Garfield Township EMS Incidents - February 2022

Complaint	Priority 1	Priority 2	Priority 3	Total
Fall	15	15	28	58
Difficulty Breathing / SOB	20	3	3	26
General Weakness	3	1	18	22
Altered LOC	13		3	16
Abdominal Pain	6		9	15
Cardiac Issues (Chest Pain)	12		2	14
Seizure	11		3	14
Invalid Assist/Lift Assist		2	9	11
Medical Alarm		5	3	8
Nausea/Vomiting	4		4	8
Unresponsive	8			8
Syncope/near-fainting	3	1	2	6
Psychiatric Problem/Suicide Attempt	2	1	2	5
Stroke/CVA	4		1	5
Traumatic Injury	1		4	5
Back Pain (Non-Traumatic)		1	3	4
Death - Priority 5	1		3	4
No Other Appropriate Choice	1	1	2	4
Overdose - Unintentional	4			4
Allergic Reaction / Stings	1		2	3
Hypotension / hypertension			3	3
Patient Assist Only			3	3
Vehicle Accident	2	1		3
Alcohol intoxication			2	2
Choking	2			2
CPR	2			2
Eye Problem/Injury			2	2
Headache			2	2
Hemorrhage/Laceration	1		1	2
Lower Limb Swelling			2	2
Assist Other Agency			1	1
Cardiac Issues - No Chest Pain	1			1
Diabetic Emergency	1			1
Fever	1			1
Pregnancy/Childbirth/Miscarriage	1			1
Urinary problem			1	1
Grand Total	120	31	118	269

GTMESSA - February 2022 EMS Incidents

Complaint	Priority 1	Priority 2	Priority 3	Total
Fall	18	21	38	77
Difficulty Breathing / SOB	26	6	4	36
General Weakness	4	2	22	28
Cardiac Issues (Chest Pain)	19		2	21
Altered LOC	16		3	19
Invalid Assist/Lift Assist		2	16	18
Seizure	13		4	17
Abdominal Pain	6		10	16
Nausea/Vomiting	6		6	12
Psychiatric Problem/Suicide Attempt	4	2	5	11
Medical Alarm		6	3	9
Syncope/near-fainting	6	1	2	9
Traumatic Injury	3		6	9
Unresponsive	9			9
Stroke/CVA	7		1	8
Back Pain (Non-Traumatic)	1	1	4	6
No Other Appropriate Choice	2	1	3	6
Hypotension / hypertension	1	1	3	5
Vehicle Accident	3	1	1	5
Alcohol intoxication		1	3	4
Allergic Reaction / Stings	2		2	4
Death - Priority 5	1		3	4
Overdose - Unintentional	4			4
Cardiac Issues - No Chest Pain	1		2	3
CPR	3			3
Eye Problem/Injury			3	3
Lower Limb Swelling		1	2	3
Patient Assist Only			3	3
Assault			2	2
Choking	2			2
Diabetic Emergency	2			2
Fever	1		1	2
Headache			2	2
Hemorrhage/Laceration	1		1	2
Assist Other Agency			1	1
Pregnancy/Childbirth/Miscarriage	1			1
Urinary problem			1	1
Grand Total	162	46	159	367

Garfield Township NFIRS Incidents - February 2022

Incident Type	Count of Fire Incidents
Medical assist, assist EMS crew	246
Dispatched and cancelled en route	19
Motor vehicle accident with injuries	4
Alarm system activation, no fire - unintentional	3
Motor vehicle accident with no injuries.	3
Water Flow Alarm - unintentional	3
Municipal alarm system, malicious false alarm	2
Smoke detector activation, no fire - unintentional	2
Alarm system sounded due to malfunction	1
Assist police or other governmental agency	1
Building fire	1
Carbon monoxide detector activation, no CO	1
Cooking fire, confined to container	1
False alarm or false call, other	1
Local alarm system, malicious false alarm	1
No incident found on arrival at dispatch address	1
Road freight or transport vehicle fire	1
Smoke detector activation due to malfunction	1
Sprinkler activation, no fire - frozen pipes/heads	1
Unintentional transmission of alarm, other	1
Grand Total	294

GTMESA February 2022 - NFIRS Incidents

Incident Type	Count
Medical assist, assist EMS crew	341
Dispatched and cancelled en route	21
Alarm system activation, no fire - unintentional	5
Motor vehicle accident with injuries	5
Motor vehicle accident with no injuries.	4
Smoke detector activation, no fire - unintentional	4
Water Flow Alarm - unintentional	4
Building fire	3
Public service assistance, other	3
Assist police or other governmental agency	2
Authorized controlled burning	2
Local alarm system, malicious false alarm	2
Municipal alarm system, malicious false alarm	2
Alarm system sounded due to malfunction	1
Carbon monoxide detector activation, no CO	1
Cooking fire, confined to container	1
Electrical rescue, other	1
Extrication of victim(s) from vehicle	1
False alarm or false call, other	1
No incident found on arrival at dispatch address	1
Passenger vehicle fire	1
Road freight or transport vehicle fire	1
Smoke detector activation due to malfunction	1
Smoke or odor removal	1
Sprinkler activation, no fire - frozen pipes/heads	1
Unintentional transmission of alarm, other	1
Vehicle accident, general cleanup	1
Total	412



GRAND TRAVERSE METRO FIRE DEPARTMENT

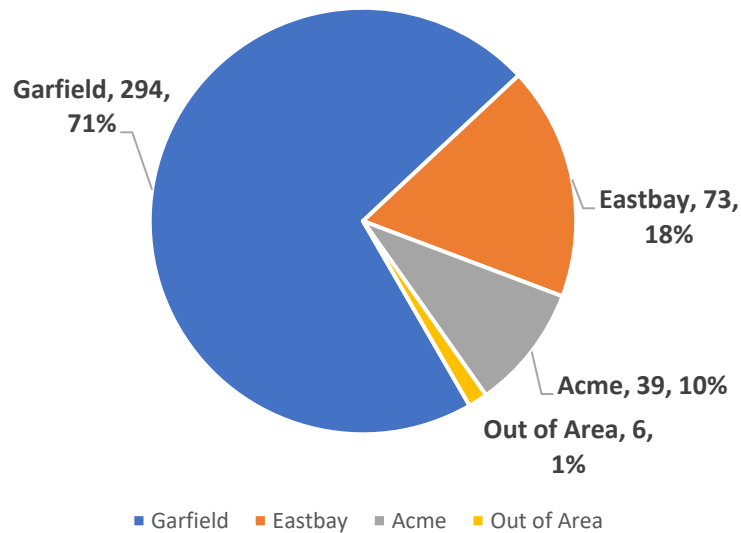
From the Desk of Lt. Spencer Scanlon – EMS Director

FIRE OFFICE 897 Parsons Road ~ Traverse City, MI 49686

Phone: (231) 947-3000 Fax: (231) 947-8728 ~ Website: www.gtmetrofire.org Email: sscanlon@gtmetrofire.org

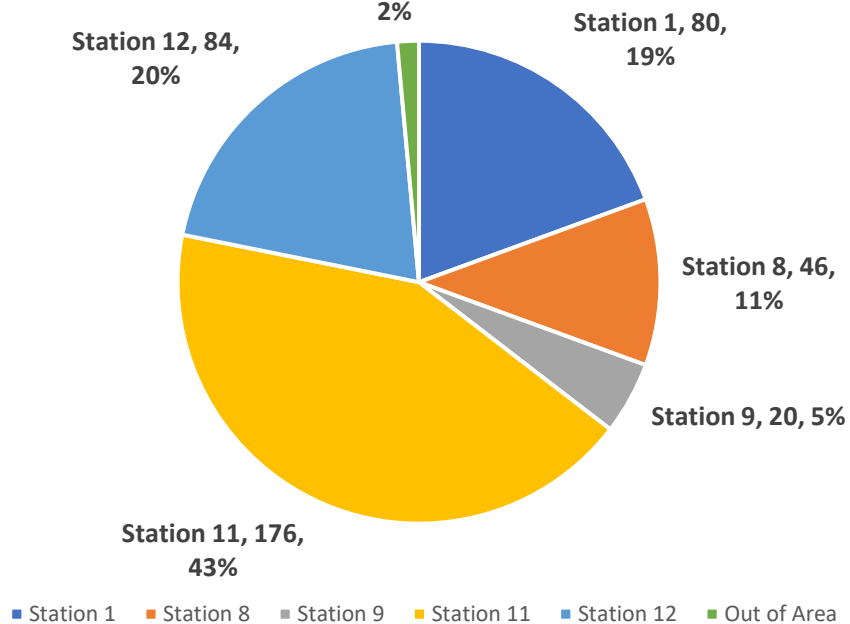
GTMESSA - February 2022 incidents

412 Total



GTMESSA - Incidents by Station February 2022

412 Total
Out of Area, 6,



Garfield Township Responses

February

6b.

Nature of Call	GT-Garfield	Total
10-Chest Pain (Non-Traumatic)	12	12
11-Choking	1	1
12-Convulsions/Seizures	16	16
13-Diabetic Problems	4	4
16-Eye Problems/Injuries	2	2
17-Falls	66	66
18-Headache	1	1
19-Heart Problems / A.I.C.D.	1	1
1-Abdominal Pain/Problems	12	12
21-Hemorrhage/Lacerations	6	6
23-Overdose / Poisoning (Ingestion)	3	3
25-Psychiatric/ Abnormal Behavior/Suicide Att	7	7
26-Sick Person (Specific Diagnosis)	61	61
28-Stroke (CVA)	6	6
29-Traffic/Transportation/Accidents	4	4
2-Allergies (Reactions)/Envenomations (Sting)	1	1
30-Traumatic Injuries (Specific)	3	3
31-Unconscious/Fainting (Near)	12	12
32-Unknown Problem (Man Down)	9	9
4-Assault/Sexual Assault	1	1
5-Back Pain (Non-traumatic or Non Recent Tra	5	5
6-Breathing Problems	31	31
7-Burns (Scalds) /Explosion	1	1
9-Cardiac or Respiratory Arrest/Death	10	10
Total	275	275

Call Disposition	GT-Garfield	Total
Transport	188	188
Refusal	47	47
Cancelled	40	40
Total	275	275

Response Priority	GT-Garfield	Total
P-1 Emergency ALS	91	91
P-2 Emergency BLS	162	162
P-3 Non-Emergent	22	22
Total	275	275

Garfield Twp Response Times February 2022

Priority 1


Response Time Minutes	Call Count	Cumulative Call Count	Percentage	Cumulative Percentage
00:00:00 - 00:00:59	1	1	1.20%	1.20%
00:01:00 - 00:01:59	4	5	4.82%	6.02%
00:02:00 - 00:02:59	6	11	7.23%	13.25%
00:03:00 - 00:03:59	11	22	13.25%	26.51%
00:04:00 - 00:04:59	12	34	14.46%	40.96%
00:05:00 - 00:05:59	15	49	18.07%	59.04%
00:06:00 - 00:06:59	10	59	12.05%	71.08%
00:07:00 - 00:07:59	10	69	12.05%	83.13%
00:08:00 - 00:08:59	6	75	7.23%	90.36%
00:09:00 - 00:09:59	4	79	4.82%	95.18%
00:10:00 - 00:10:59	1	80	1.20%	96.39%
00:11:00 - 00:11:59	1	81	1.20%	97.59%
00:14:00 - 00:14:59	1	82	1.20%	98.80%
00:15:00 - 00:15:59	1	83	1.20%	100.00%

Priority 2

Response Time Minutes	Call Count	Cumulative Call Count	Percentage	Cumulative Percentage
00:00:00 - 00:00:59	1	1	0.76%	0.76%
00:01:00 - 00:01:59	3	4	2.27%	3.03%
00:02:00 - 00:02:59	8	12	6.06%	9.09%
00:03:00 - 00:03:59	15	27	11.36%	20.45%
00:04:00 - 00:04:59	16	43	12.12%	32.58%
00:05:00 - 00:05:59	15	58	11.36%	43.94%
00:06:00 - 00:06:59	14	72	10.61%	54.55%
00:07:00 - 00:07:59	13	85	9.85%	64.39%
00:08:00 - 00:08:59	10	95	7.58%	71.97%
00:09:00 - 00:09:59	13	108	9.85%	81.82%
00:10:00 - 00:10:59	8	116	6.06%	87.88%
00:11:00 - 00:11:59	5	121	3.79%	91.67%
00:12:00 - 00:12:59	3	124	2.27%	93.94%
00:13:00 - 00:13:59	2	126	1.52%	95.45%
00:14:00 - 00:14:59	3	129	2.27%	97.73%
00:15:00 - 00:15:59	1	130	0.76%	98.48%
00:16:00 - 00:16:59	1	131	0.76%	99.24%
00:18:00 - 00:18:59	1	132	0.76%	100.00%

Priority 3

Response Time Minutes	Call Count	Cumulative Call Count	Percentage	Cumulative Percentage
00:00:00 - 00:00:59	0	0	0.00%	0.00%
00:02:00 - 00:02:59	3	3	15.00%	15.00%
00:03:00 - 00:03:59	1	4	5.00%	20.00%
00:04:00 - 00:04:59	1	5	5.00%	25.00%
00:05:00 - 00:05:59	3	8	15.00%	40.00%
00:06:00 - 00:06:59	1	9	5.00%	45.00%
00:07:00 - 00:07:59	2	11	10.00%	55.00%
00:08:00 - 00:08:59	1	12	5.00%	60.00%
00:09:00 - 00:09:59	3	15	15.00%	75.00%
00:10:00 - 00:10:59	1	16	5.00%	80.00%
00:11:00 - 00:11:59	2	18	10.00%	90.00%
00:12:00 - 00:12:59	1	19	5.00%	95.00%
00:18:00 - 00:18:59	1	20	5.00%	100.00%

 Charter Township of Garfield Planning Department Report No. 2022-24		
Prepared:	March 16, 2022	Pages: 14
Meeting:	March 22, 2022 Township Board	Attachments: <input checked="" type="checkbox"/>
Subject:	BATA/TCHC Transit-Oriented Mixed-Use PUD Final Review – Public Hearing/Decision	
Applicant:	Bay Area Transportation Authority (BATA)/Traverse City Housing Commission (TCHC)	
Owner:	LaFranier Trust Properties, Dixie Roethlisberger	
File No.	PUD 2020-02	
Parcel No.	05-023-042-01 (part) and 05-023-042-30	

SUBJECT SITE:

- Northeast corner of LaFranier Road and Hammond Road
 - The address for 05-023-042-01 is 2051 N. Garfield Road
 - There is no address for 05-023-042-30
- 53.2 acres in area (portion of a 77.1-acre site)
- Currently undeveloped land
- Zoning District – A-Agricultural
- Master Plan – High Density Residential

Aerial image of the subject site (parcel lines highlighted in blue, proposed project site highlighted in red):



BACKGROUND:

On January 13, 2021, the Planning Commission received introduction of a Planned Unit Development (PUD) application from the Bay Area Transportation Authority (BATA) and the Traverse City Housing Commission (TCHC). The application was accepted by the Planning Commission and a public hearing was held on February 10, 2021. Following the public hearing, the applicant provided updated information on the project to the Planning Commission at its regular meetings in March and April. On April 14, 2021, the Planning Commission made a site visit to tour the proposed project location.

On May 12, 2021, the Planning Commission approved findings of fact for preliminary approval of the PUD and recommended preliminary approval by the Township Board subject to conditions. On May 25, 2021, the Township Board granted preliminary approval of the PUD subject to conditions.

An update to the Planning Commission was provided at its meeting on September 8, 2021. Following a completeness review by Staff on January 5, 2022, a revised submission for final PUD review was presented to the Township on January 28, 2022. On February 9, 2022, the Planning Commission approved findings of fact for final approval of the PUD and recommended final approval by the Township Board subject to conditions. The Township Board set a public hearing for its regular meeting on March 22, 2022.

PURPOSE OF APPLICATION:

The joint application from BATA and TCHC proposes a PUD for a transit-oriented, mixed-use development that includes the following uses and structures:

Use/Structure	Developer
210 multi-family residential units in five 3-story buildings 100 studio units (400 sf) – 48% 70 one-bedroom units (600 sf) – 33% 40 two-bedroom units (800 sf) – 19%	TCHC
15 single-family residential lots	TCHC
<i>Total: 225 residential units</i>	
56,000-square-foot bus storage garage	BATA
16,000-square-foot bus maintenance facility	BATA
12,000-square-foot administration and dispatch building	BATA
<i>Total: 84,000 square feet</i>	
<i>Possible Future Additions: 26,875 square feet</i>	
<i>Total Possible Buildout: 110,875 square feet</i>	
Transfer station with three 300-square-foot shelters	BATA
400-square-foot bathroom facility	BATA
4,000-square-foot childcare center	Not identified
2,940-square-foot café/neighborhood commercial building	Not identified

PROCEDURE:

PUD applications shall be reviewed in a two-step process in accordance with Section 426.B Preliminary Review and Decision and with Section 426.C Final Review and Decision.

On May 25, 2021, preliminary approval of the PUD was granted by the Township Board with conditions. The applicant worked to address all conditions of preliminary approval before the application was brought back before the Planning Commission for final review and approval of the PUD. The Planning Commission conducted a Final Review, adopted Findings of Fact, and made a recommendation to the Township Board at its February 9, 2022 regular meeting.

According to Section 426.C(4), the Township Board shall hold a public hearing on the application for final review and decision. Following review and public hearing, the Township Board shall deny, approve, or approve with final conditions the request for final planned unit development approval. Approval of a planned unit development shall be incorporated in a Report and Decision Order that shall include the decision, the basis for the decision and any final conditions imposed.

RECOMMENDATION FOR FINAL APPROVAL WITH CONDITIONS:

At its meeting on February 9, 2022, the Planning Commission recommended *final* approval of the PUD to the Township Board subject to conditions. The conditions are listed below with response made by the applicant:

1. *The approval is for a transit-oriented, mixed use Planned Unit Development comprised of the following uses:*
 - a. *210 multi-family residential units in five 3-story buildings*
 - b. *15 single-family residential lots*
 - c. *An institutional use comprised of the following:*
 - i. *Administration office*
 - ii. *Bus storage garage*
 - iii. *Bus maintenance facility*
 - iv. *Dispatch facility*
 - d. *Bus transfer station with three shelters and bathroom facility*
 - e. *Childcare center*
 - f. *Neighborhood commercial building permitting the following uses:*
 - i. *Financial institution without drive-through*
 - ii. *Medical office, clinic*
 - iii. *Office*
 - iv. *Café, without drive-through. An establishment where food and drinks are prepared, served, and consumed, mostly within the principal building such as lunch counters, dairy bars, coffee shops, and other similar establishments.*
 - v. *Retail, low volume. The sale or rental of good or merchandise, including the rendering of services incidental to the sale of such goods, taking place in a building of less than five thousand (5,000) square feet. Low volume retail primarily services residents of the surrounding neighborhood.*
 - vi. *Service establishment, personal. Establishments primarily engaged in providing services involving the care of a person or their goods such as beauty shops, barber shops, laundry facility, jewelry repair shops, dry cleaning establishment (pickup only), and shoe repair, excluding the processing of physical materials.*

This is a statement of proposed uses only. **Recommended as a condition of final approval.**

2. *To ensure compliance with PUD eligibility requirements, after TCHC receives LIHTC Reservation Letter from MSHDA or equivalent grant award, BATA may begin construction of bus storage garage, bus maintenance garage, administration building, transfer station, and open space improvements in the Transit Phase. A copy of the LIHTC Reservation Letter from MSHDA or equivalent grant award shall be provided to the Township Board upon receipt by TCHC. TCHC must commence housing construction before BATA may make a request for Certificate of Occupancy. BATA must complete the transfer station and open space improvements in the Transit Phase at the same time or before completion of the bus storage garage, bus maintenance garage, and administration building.*

This statement has been provided in the Exhibit C – Proposed Development Schedule in the agreement between the two applicants. **Recommended as a condition of final approval.**

3. *Planned phased construction of the residential housing shall be noted on the plan.*

Phasing of multi-family housing has been noted on Sheets C4.0 and C4.1. **Condition has been met.**

4. *Upon purchase of the subject parcels by the applicant, the declaration of conservation easement shall be recorded with copies provided to the Township.*

Executed declaration of conservation easements will be provided upon property purchase. **Recommended as a condition of final approval.**

5. *All defeasible references and covenants shall be removed from both cross-access easement grants. Both easement grants shall provide descriptions of Parcel B.*

Executed easement grants with revised language will be provided upon property purchase. **Recommended as a condition of final approval.**

6. *A pedestrian path connection is required between the BATA transfer station and the main BATA facility.*

An additional pedestrian path has been proposed on Sheet C4.1. **Condition has been met.**

7. *The applicant shall participate in construction of a crosswalk across LaFranier Road.*

Crosswalk construction has been noted on Sheet C4.0. **Condition has been met.**

8. *All buses are to be parked indoors.*

Indoor parking of buses during non-business hours has been noted on Sheet C4.2. **Condition has been met.**

9. *Parking conditions for the first phase of the multi-family residential housing shall be reviewed prior to issuing a land use permit for second phase of the multi-family residential housing.*

Review of parking conditions after Phase I of residential housing has been noted on Sheets C1.1 and C4.1. **Condition has been met.**

10. *Proposed monument sign “A” shall be reduced to 40 square feet in area and the directional sign “B” on LaFranier Road shall be removed or altered to reflect emergency drive only.*

An updated Signage Plan has been proposed which addresses these items. **Condition has been met.**

11. *Approval of the land division of the subject parcels to conform to the site plan configuration of the Planned Unit Development.*

Land divisions will have to be reviewed and approval by Township will occur following purchase of property. **Recommended as a condition of final approval.**

12. *Establishing any site condominiums require review and approval by the Township prior to recording.*

Site condominium review and approval by Township will occur following purchase of property. **Recommended as a condition of final approval.**

13. *Any outstanding conditions of the final engineering reviews shall be met.*

All engineering reviews are complete. After submission of updated stormwater information by the Applicant, the Township Engineer has provided a review letter dated March 16, 2022. **Recommended as a condition of final approval.**

FINDINGS OF FACT:

The following Findings of Fact were approved by the Planning Commission at its meeting on February 9, 2022:

- 1) An application was presented to develop a transit-oriented, mixed-use PUD highlighted by transit and residential uses. PUD application and eligibility was evaluated and determined in PD Report 2021-7 and accepted by the Planning Commission on January 13, 2021. Following a recommendation by the Planning Commission, the Township Board granted Preliminary Approval of the PUD on May 25, 2021.
- 2) The proposed development will be comprised of 210 multi-family residential units in five 3-story buildings; 15 single-family residential lots; bus storage garage; bus maintenance facility; bus administration and dispatch building; transfer station with three shelters and bathroom facility; childcare center; and café/neighborhood commercial building.
- 3) The proposed development is to be located on 53.2 acres at the northeast corner of LaFranier Road and Hammond Road.

In its review of a PUD application the Township shall, at a minimum, consider the criteria as defined in Section 426.E(1) Scope of Authority – Uses through Section 426.E(4) Criteria.

(1) Scope of Authority - Uses

A planned unit development may include any principal and other use(s) permitted by right, permitted under special condition or permitted by special use permit in the zoning district where the land is located. The Township Board may also authorize principal and other uses not permitted in the zoning district where the land is located, provided appropriate findings of fact are made demonstrating that:

- (a) The proposed uses, within the context of the overall development plan, are harmonious and compatible with the planned uses of the site and the surrounding area, as provided for within the master plan*

The proposed uses include a mix of residential, industrial/institutional, and commercial including multi-family and single-family residential housing units, BATA headquarters building, bus maintenance garage, storage facility, transfer station, driver's restroom building, childcare center, and café.

The current zoning of the site is A-Agricultural, and the Future Land Use designation is High-Density Residential, 6-10 units per acre. Multi-family residential housing is not permitted in the A-Agricultural district but is permitted in the R-3 Multi-Family Residential district, which is the most compatible zoning district to the Future Land Use designation of High-Density Residential. From the Master Plan description for the High-Density Residential designation: “This designation provides areas for medium- to high-density single- and two-family residential dwelling units mixed with a variety of multi-family residential dwelling types, including apartments where adequate public facilities and services exist with capacity to serve such development.”

The BATA headquarters building, the bus maintenance garage, and storage facility all include elements of office, institutional, and industrial uses. Institutional Uses and Structures are permitted by Special Use Permit in the A-Agricultural district. Across Hammond Road, the zoning is I-G General Industrial. The bus maintenance garage is the most industrial use proposed and it would face these sites zoned as I-G on the other side of Hammond Road. Furthermore, all BATA facilities will only be accessible off Hammond Road, except for an emergency entrance off LaFranier Road.

The transfer station and the driver’s restroom building also include some elements of institutional uses. The childcare center is permitted in the A-Agricultural district. Cafés or restaurants are not permitted in the A-Agricultural district, but the café as proposed would function as complementary to the housing and transfer station and help reinforce the concept of transit-oriented development as described in this proposal. While a café is planned, this commercial use designation has been expanded to include the following uses: financial institution without drive-through, medical office clinic, office, café/restaurant without drive-through, low volume retail, personal service establishment.

Pedestrian connections are provided through a wetland area at the center of the development, which provides an aesthetic buffer and diminishes any negative impacts between uses.

Overall, the complete proposal presents a mix of uses which are complementary with one another, compatible with surrounding existing and planned development, and may be considered as an opportunity for innovative transit-oriented development which is not achievable under any single zoning district.

(b) The proposed density is in accordance with the policies and objectives set out in the master plan; and

The Future Land Use designation for the site is High-Density Residential at 6-10 units per acre. The Master Plan description for the High-Density Residential Future Land Use designation states that: “Zoning district regulations should allow for market and design flexibility, while preserving the neighborhood character and permitting applicants to cluster development in order to preserve environmentally sensitive and natural land areas.” The PUD process allows this flexibility and allows the Planning Commission to consider the impact of this proposed development on neighborhood character, the environment, and other factors.

The residential phase of the proposed development includes 15 single-family lots and 5 three story multi-family buildings with 210 residential units. The 225 total residential units proposed on the 19.9 acres of the residential phase equals 11.3 units per acre while preserving 11.2 acres of wetland area. The overall density of the proposed development is 4.2 units per acre.

- (c) *In areas where the surrounding lands have been substantially developed in accordance with a particular land use character, pattern and density, the planned unit development shall be consistent and compatible with that existing land use character, pattern and density.*

The proposed uses in this application would be developed in accordance with the land use character of the neighborhood. North of the project site is the approved Village at LaFranier Woods PUD senior living complex and the approved Prince of Peace church. South of the project site is the Hammond Commerce Center industrial park. The proposed uses in this application offer the opportunity for a cohesive development that provides a transition to the uses on adjacent sites.

Location	Uses	Type of Uses
North of project site	Village at LaFranier Woods PUD (approved); Prince of Peace church (approved)	High-Density Residential; Institutional
Project site (northern portion)	Residential: high-density and single-family mix, transfer station, childcare center, café	High-Density Residential; Single-Family Residential; Institutional; Commercial
Project site (southern portion)	BATA headquarters and maintenance / storage	Institutional / Industrial
South of project site	Hammond Commerce Center industrial park	Industrial

(2) Scope of Authority – Dimensional Standards

A planned unit development may alter and establish lot size limits, required facilities, buffers, open space areas, density limits, setback requirements, height limits, building size limits, off-street parking regulations, landscaping rules, miscellaneous regulations, and intensity limits where such regulations or changes are consistent with the intent of this section and the standards set forth herein.

The Planning Commission has adjusted a limited number of dimensional standards as appropriate to allow for an improved design and layout. For the multi-family residential parking, the Planning Commission has accepted a measurement of one parking space per bedroom which creates a parking minimum of 250 parking spaces. The plan proposes a parking configuration that amounts to 260 parking spaces. Parking conditions will be reviewed prior to issuing a land use permit for the second phase of the multi-family residential development.

(3) Objectives

The following objectives shall be considered in reviewing any application for a planned unit development:

- (a) *To permit flexibility in the regulation of land development*

The project proposes a mix of uses which are not achievable under any single zoning district and which may be considered using the flexibility in regulation offered by the PUD process.

- (b) *To encourage innovation in land use and variety in design, layout, and type of structures constructed*

The proposed project provides an opportunity for transit-oriented development which would be an innovative land use in the Township with a unique design and layout.

- (c) *To achieve economy and efficiency in the use of land, natural resources, energy, and the providing of public services and utilities*

The transit-oriented development approach offers the possibility to locate people and services near a transit hub, allowing for access to other places throughout the region and encouraging efficiency in land use and the provision of public transit service.

- (d) *To encourage useful open space; to provide improved housing, employment, and shopping opportunities particularly suited to the needs of the Grand Traverse Region*

The proposed park area and trail connections between the Residential phase area to the Transit phase area provide useable open space. The housing component and the transit-oriented development approach offer the potential to provide improved housing and access to other opportunities throughout the Grand Traverse region.

- (e) *To encourage the innovative use, re-use, and improvement of existing sites and buildings; and*

The proposed project provides an opportunity for transit-oriented development which encourages the innovative use of sites.

- (f) *To permit development in accordance with the policies and objectives of the Charter Township of Garfield Master Plan.*

The complete proposal presents an overall mix of uses which are complementary with one another, compatible with surrounding existing and planned development, and may be considered as an opportunity for innovative transit-oriented development which is not achievable under any single zoning district. The Township Master Plan also includes several implementation objectives for housing which may be advanced by this project, including:

- “Continue to implement zoning incentives such as density bonuses to encourage the development community to include particular housing types in high demand in the Township, such as single-bedroom apartment units and accessible housing options for seniors and individuals with disabilities.”
- “Continue to use the Township’s Zoning Ordinance to encourage a wide variety of housing types and densities, as well as the mixing of residential uses with commercial and light-industrial uses where compatible.”
- “Continue to incorporate subsidized units in developments via state and federally administered programs.”

(4) Criteria

In order to foster the attractiveness of a planned unit development and its surrounding neighborhoods, preserve property values, provide an efficient road and utility network, ensure the movement of traffic, implement comprehensive planning, and better serve the public health, safety, and general welfare, the following criteria apply to planned unit developments. These criteria shall neither be regarded as inflexible requirements, nor are they intended to discourage creativity or innovation.

- (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 variety of uses, including workforce housing and transit operations, while providing a transition from industrial to multiple family residential uses. The application proposes residential, industrial/institutional, and commercial as the mix of uses for the site including TCHC residential housing buildings, BATA headquarters building and bus maintenance and storage facility, a bus transfer station with three shelters and bathroom facility, a childcare center, and a café. Collectively, these uses create a transit-oriented, mixed-use development, which is a type of urban development that includes residential, business, and other uses within walking distance of a central transit stop.

The proposed transit-oriented design of the development presents an innovative and unique approach for this community. A goal of the overall development is to have the residents live next to a bus transfer station and take public transit to work or to other day-to-day destinations.

The BATA headquarters building, the bus maintenance garage, and storage facility all include elements of office, institutional, and industrial uses. Institutional Uses and Structures are permitted by Special Use Permit in the A-Agricultural district. Across Hammond Road, the zoning is I-G General Industrial. The bus maintenance garage is the most industrial use proposed and it would face these sites zoned as I-G on the other side of Hammond Road. Furthermore, all BATA facilities will only be accessible off Hammond Road, except for an emergency entrance off LaFranier Road.

Pedestrian connections are provided through a wetland area at the center of the development, which provides an aesthetic buffer and diminishes any negative impacts between uses.

The site possesses natural features including forested and open wetlands. A significant part of the natural features is to be preserved and provide an aesthetic and recreational asset to the overall development.

(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 the standard HAS BEEN MET because the proposed development is in an area with a variety of existing residential, industrial, and commercial uses and served by existing available services. Engineering reviews were completed to ensure that water and sewer service, road design, and emergency service requirements have been fully met.

(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 proposed development includes complimentary uses for residents and workers including a bus transfer station, a childcare center, and a café. Outdoor amenities include a large natural conservation area, walking paths and boardwalks, play area, gazebo, pergola, and bird watching platform.

(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 development has an extensive landscaping plan that utilizes existing trees where possible and provides landscaped buffers with adjacent properties. Approximately 20 acres of preserved open space, including wetlands will be protected with a conservation easement. The recording of the conservation easement shall occur after the subject parcels are purchased by the applicant.

(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 provided open space on the property. A wetland delineation for the site has been verified to ensure that wetland setback requirements are met to help preserve these important natural features. There are no known historical or architectural features on the site.

(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 residential buildings and childcare center on the northern portion of the site will be designed around a central open space in a design harmonious with one another while the bus headquarters and maintenance facilities will be on the southern portion of the site facing Hammond Road and the industrial park on the south side of the road.

(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 roadways, drives, sidewalks, and walking paths are laid out in a cohesive manner, including safe and separate areas for pedestrians and vehicles. The Zoning Ordinance allows for one access drive from the parent parcel to Hammond Road and two access drives from the parent parcel to LaFranier Road, on either side of the wetlands. The site plan shows the housing, bus transfer station, and associated uses will be accessed from LaFranier Road. The bus administration, storage, and maintenance facility will be accessed from Hammond Road with an emergency only access on LaFranier Road. The Grand Traverse County Road Commission has approved driveway access for the site. All buses are to be parked indoors.

(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 consistent landscaping is proposed that is attractive and serves to provide buffers where needed.

(i) *The development consolidates and maximizes useable open space;*

- Finding: The Planning Commission finds that the standard HAS BEEN MET because the development plan provides approximately 16 acres of useable open space. Common areas and activities have also been identified, including walking paths and boardwalks, play area, gazebo, pergola, and bird watching platform.

(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 development plan presents an innovative transit-oriented, mixed-use development which is not achievable under any single zoning district.

The development proposes residential, industrial/institutional, and commercial as the mix of uses for the site including TCHC residential housing buildings, BATA headquarters building and bus maintenance and storage facility, a bus transfer station, a driver's restroom building, a childcare center, and a café. Collectively, these uses create a transit-oriented, mixed-use development, which is a type of urban development that includes residential, business, and other uses within walking distance of public transport, such as a central transit stop. It aims to increase public transport ridership by reducing the use of private cars and by promoting sustainable urban growth.

Collectively, the proposed development includes the following unique aspects:

- i. Housing next to the bus transfer station allows residents and neighbors to take public transit to work or to other day-to-day destinations.
- ii. Locating the bus transfer station on the same site as BATA headquarters affords improved operations as the regional transit provider all at one location.
- iii. Housing on the same site may provide a residential opportunity for BATA employees.
- iv. The childcare center and supportive neighborhood commercial uses benefit residents, employees, and neighbors.
- v. The site is designed as a well-planned campus that includes useable open space features.

(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 complete proposal presents an overall mix of uses which are complementary with one another and are compatible with the surrounding existing and planned development. The adopted Master Plan also states several implementation objectives for housing which may be advanced by this project, including the following objective:

Continue to use the Township's Zoning Ordinance to encourage a wide variety of housing type and densities, as well as the mixing of residential uses with commercial and light-industrial uses where compatible.

The site is located within an area of other compatible institutional uses, including the Grand Traverse County Road Commission, Cherryland Humane Society, Prince of Peace Church (approved site plan), Grand Traverse County Health Department, and the Grand Traverse County Public Services Building.

The residential phase includes 15 single-family lots and 5 three story multi-family buildings with a total of 210 residential units. The 225 total residential units proposed on the 31.7-acre residential phase equals 7.1 units per acre.

ACTION REQUESTED:

The following motion is offered for consideration:

MOTION THAT the Findings of Fact for application PUD 2020-02, as presented in Planning Department Report 2022-24, BE ADOPTED.

The following motion is to grant *final* approval for the project in accordance with Section 426 of the Zoning Ordinance, subject to the conditions as noted.

MOTION THAT Application PUD 2020-02, submitted by the Bay Area Transportation Authority and the Traverse City Housing Commission for a transit-oriented, mixed-use Planned Unit Development, BE APPROVED, subject to the following conditions:

1. The approval is for a transit-oriented, mixed use Planned Unit Development comprised of the following uses:
 - a. 210 multi-family residential units in five 3-story buildings
 - b. 15 single-family residential lots
 - c. An institutional use comprised of the following:
 - i. Administration office
 - ii. Bus storage garage
 - iii. Bus maintenance facility
 - iv. Dispatch facility
 - d. Bus transfer station with three shelters and bathroom facility
 - e. Childcare center
 - f. Neighborhood commercial building permitting the following uses:
 - i. Financial institution without drive-through
 - ii. Medical office, clinic
 - iii. Office
 - iv. Café, without drive-through. An establishment where food and drinks are prepared, served, and consumed, mostly within the principal building such as lunch counters, dairy bars, coffee shops, and other similar establishments.
 - v. Retail, low volume. The sale or rental of good or merchandise, including the rendering of services incidental to the sale of such goods, taking place in a building of less than five thousand (5,000) square feet. Low volume retail primarily services residents of the surrounding neighborhood.
 - vi. Service establishment, personal. Establishments primarily engaged in providing services involving the care of a person or their goods such as beauty shops, barber shops, laundry facility, jewelry repair shops, dry cleaning establishment (pickup only), and shoe repair, excluding the processing of physical materials.

2. To ensure compliance with PUD eligibility requirements, after TCHC receives LIHTC Reservation Letter from MSHDA or equivalent grant award, BATA may begin construction of bus storage garage, bus maintenance garage, administration building, transfer station, and open space improvements in the Transit Phase. A copy of the LIHTC Reservation Letter from MSHDA or equivalent grant award shall be provided to the Township Board upon receipt by TCHC. TCHC must commence housing construction before BATA may make a request for Certificate of Occupancy. BATA must complete the transfer station and open space improvements in the Transit Phase at the same time or before completion of the bus storage garage, bus maintenance garage, and administration building.
3. Upon purchase of the subject parcels by the applicant, the declaration of conservation easement shall be recorded with copies provided to the Township.
4. All defeasible references and covenants shall be removed from both cross-access easement grants. Both easement grants shall provide descriptions of Parcel B. Upon purchase of the subject parcels by the applicant, the easement grants shall be reviewed by the Township and shall be recorded with copies provided to the Township.
5. Approval of the land division of the subject parcels to conform to the site plan configuration of the Planned Unit Development.
6. Establishing any condominiums require review and approval by the Township prior to recording.
7. The requirements of the Township Engineer (GFA) review letter dated March 16, 2022 shall be met.
8. 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 thirty (30) days of final approval by the Township or approval shall be considered to have expired.

Any additional information the Township Board deems necessary should be added to this motion.

Attachments:

Documentation from Mansfield Land Use Consultants dated March 11, 2022, including the following information:

1. Phasing Plan
 - a. Joint Development Agreement including Exhibit C - Proposed Development Schedule
2. EGLE Wetland Identification Report
 - a. Wetland delineation verification by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) dated July 14, 2021
3. Declaration of Conservation Easement
4. Easement Grants
 - a. Easement grants providing cross access to adjacent properties
5. Traffic Impact Review
 - a. Traffic Impact Study prepared by Progressive AE – March 5, 2021 (Summary only)
 - b. Traffic Impact Study Review prepared by OHM – April 28, 2021
 - c. Response to Traffic Impact Study Review prepared by Progressive AE – May 5, 2021
6. Parking Program for Carriage Flats (Multi-Family Housing)

7. Agency Review Letters
 - a. Grand Traverse County Road Commission Permit – January 3, 2022
 - b. Grand Traverse Metro Fire Department Reviews – ID # P-1262-M7008 – August 26, 2021 and November 1, 2021
 - c. Township Engineer (GFA) – Stormwater and Private Road Reviews – January 4, 2022, January 21, 2022, and March 16, 2022
 - d. Township Engineer (GFA) – Water and Sewer Review – January 3, 2022
 - e. Grand Traverse County Soil Erosion & Sedimentation Control – November 18, 2021
8. BATA/TCHC PUD Plan Set – March 11, 2022 – Excerpt

1. Phasing Plan

JOINT DEVELOPMENT AGREEMENT

This JOINT DEVELOPMENT AGREEMENT (this “Agreement”) is entered into effective as of August 12, 2021 (the “Effective Date”), by and between the Bay Area Transportation Authority (“BATA”) and the Traverse City Housing Commission (“TCHC”), which are joining this Agreement for the purpose of agreeing to certain obligations and covenants applicable thereto as further described below. BATA and TCHC are each referred to in this Agreement, individually and without distinction, as a “Party”, and collectively as the “Parties”.

RECITALS:

A. The Parties have entered into that certain Buy and Sell Agreement for Vacant Land (the “Purchase Agreement”), dated [September 30, 2020]¹, whereby the Parties agreed to [jointly] purchase approximately 53.2 acres of property divided between two parcels located at the northeast corner of LaFranier Road and Hammond Road situated in Garfield Township, Grand Traverse County, Michigan, more specifically described on Exhibit A hereto (the “Development Property”).

B. The Parties desire to develop a transit-oriented, mixed use Planned Unit Development (“PUD” or the “Development”) on the Development Property highlighted by transit and residential uses. Specifically, and subject to the conditions described in this Agreement among other obligations the Parties may have, BATA shall be responsible for the purchase and development of the transit phase of development (the “Transit Phase”), wherein BATA shall develop approximately 22.1 acres of the Development Property for transit-oriented uses including the development of those uses and structures identified on Exhibit B where BATA is identified as the developer. Similarly, TCHC shall be responsible for the purchase and development of the residential phase of the development (the “Residential Phase”), wherein TCHC or an affiliated development partner shall develop approximately 31.1 acres of the Development Property for mixed-use and residential purposes including the development of those uses and structures identified on Exhibit B where TCHC or an affiliated development partner is identified as the developer.

C. The Parties intend to complete the Development over the course of approximately four years. Phase 1 of the Development (“Phase 1”) shall, to the extent practically achievable, approximately follow the Phase 1 proposed development schedule (the “Phase 1 Schedule”) set forth on Exhibit C hereto.

D. On January 13, 2021, the Parties introduced the PUD application (PUD 2020-02) (the “Application”) to the Garfield Township (the “Township”) Planning Commission (the “Planning Commission”). The Planning Commission accepted the Application and held a public hearing on February 10, 2021. Following the public hearing, the Parties provided updated information on the Development to the Planning Commission at the Commission’s regular meetings in March and April of 2021. On May 12, 2021, the Planning Commission approved findings of fact for preliminary approval of the PUD and recommended preliminary approval by

¹ The BSA on file is undated. Please confirm the date of execution.

the Township's Board, subject to certain conditions described in that certain Township Board Meeting Agenda (the "Preliminary Approval"), dated May 25, 2021, and attached hereto as **Exhibit D**. The Township Board granted preliminary approval on May 25, 2021.

E. Among the Parties' various obligations set forth in the Preliminary Approval, the Township Board conditioned its final approval of the PUD on the Parties' execution and submission of this Agreement setting forth the Parties' obligations with respect to the Development, including, but not limited to, the rights and obligations with respect to the funding and construction of the Residential Phase of the Development. The funding for the Residential Phase of the Development shall originate, in part, from the U.S. Department of Treasury and is administered by the Michigan State Housing Development Authority ("MSHDA") and contemplates the availability of low-income housing tax credits under the Tax Reform Act of 1986 and Section 42 of the Internal Revenue Code ("LIHTC") for the Residential Phase. TCHC's ability to develop the Residential Phase as affordable income based housing may be contingent on TCHC's receipt of LIHTC for the Residential Phase. MSHDA does not open its application round for LIHTC until October 1, 2021. Due to the later availability of funding for the Residential Phase, the Transit Phase shall begin prior to the Residential Phase of the Development.

F. The Parties agree that, in the event TCHC does not receive the necessary funding commitments, including LIHTC, to sufficiently fulfill its rights to develop Phase 1 of the Residential Phase on or prior to December 31, 2022, TCHC shall have the right to assign all of its rights, title and interests in the PUD and the Residential Phase of the Development Property to a successor developer or development partner, which shall accept such assignment and assume all of TCHC's duties and obligations under this Agreement.

G. The Parties desire to enter into this Agreement to confirm the terms, conditions, and requirements of their obligations related to the Preliminary Approval and contemplated final approval of the PUD.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, and in consideration of the promises, covenants, and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I

INCORPORATION OF RECITALS; ATTACHMENTS; INTERPRETATION

Section 1.01 Incorporation of Recitals. The foregoing Recitals are hereby incorporated as material terms of this Agreement.

Section 1.02 Attachments. The exhibits and schedules described herein shall be deemed to be a material part of this Agreement and are incorporated herein.

Section 1.03 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references

herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof/without regard to subsequent amendments, supplements, and modifications thereto; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. All references to “\$” or “dollars” mean the lawful currency of the United States of America. Whenever the masculine is used in this Agreement, the same shall include the feminine and whenever the feminine is used herein, the same shall include the masculine, where appropriate. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.

ARTICLE II THE DEVELOPMENT GENERALLY

Section 2.01 Purpose; Relationship of the Parties; No Partnership. The purpose of this Agreement is to set forth the terms and conditions for the completion of the Development on the Development Property and in compliance with the PUD Approval. The Parties are not forming any joint venture or partnership, nor are they making any agreement to undertake any other project, activity, or business other than to plan, develop, finance, construct, complete and provide for the future operation of the Development in accordance with the terms of this Agreement. The Development shall not constitute a separate enterprise or unincorporated entity for accounting, income tax, or other purposes. The Parties do not intend to share profits and losses, and each Party shall maintain control over its own assets and resources.

Section 2.02 Name. The name of the Development for the purpose of this Agreement shall be the “BATA HQ Transit-Oriented Development PUD” or such other name as the Parties may agree to from time to time.

Section 2.03 Development Description; Components. The Development Property shall be divided into the Transit Phase and the Residential Phase and in accordance with that certain PUD Submittal, dated July 13, 2020, attached to the Preliminary Approval (the “PUD Submittal”). The Residential Phase may be developed in several sub-phases with one or more development partners, each a “Sub-phase” or collectively the “Residential Phase”.

Section 2.04 Implementation Time Frame. The Parties shall provide regular status updates on the development timeline, which shall include updates to the Phase 1 Schedule and perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to advance the purposes of this Agreement.

Section 2.05 Mutual Cooperation. The Parties agree that the purpose of this Agreement is to ensure compliance with the Preliminary Approval and orderly planning and development of the Development. The Parties and their respective subsidiaries, affiliates, subcontractors and

consultants providing or receiving services under this Agreement must cooperate with each other in connection with the performance of the activities under this Agreement, except that the cooperation must not unreasonably disrupt the normal operations of the parties and their respective subsidiaries and affiliates.

ARTICLE III TCHC FUNDING

Section 3.01 TCHC's Financing of Development Property. TCHC shall have thirty (30) days from the execution of this Agreement (the "Land Financing Contingency Period") to secure financing commitments (the "Land Financing Commitment"), whether by way of debt financing, equity investment, or otherwise, on terms acceptable to TCHC in its sole and absolute discretion, to enable TCHC to purchase TCHC's 31 acres of the Development Property and provide BATA with written evidence of said financing. If TCHC does not receive the Land Financing Commitment before the expiration of Land Financing Contingency Period, then BATA shall have the right to immediately terminate this Agreement and the Joint Development Cost Sharing Agreement. If BATA elects to terminate this Agreement and the Joint Development Cost Sharing Agreement pursuant to this Section 3.01, the Parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement).

Section 3.02 TCHC's Funding Condition. TCHC shall have until 11:59 P.M. Eastern Standard Time on December 31, 2022 (the "Financing Contingency Period") to secure financing commitments for the first Sub-phase of the Residential Phase, including TCHC's receipt of LIHTC, which shall be sufficient, in TCHC's sole discretion, to enable TCHC to complete the first Sub-phase of the Residential Phase of the Development (collectively, the "Residential Phase Financing"). Prior to the end of the Financing Contingency Period, TCHC shall submit written evidence of its receipt of Residential Phase Financing to the Township ("Financing Contingency Notice") and any other parties for whom notice may be required.

Section 3.03 TCHC's Rights to Assign. In the event TCHC does not timely deliver a Financing Contingency Notice to the Township prior to the expiration of the Financing Contingency Period, or if TCHC has not received the first Sub-phase of the Residential Phase financing prior to the expiration of the Financing Contingency Period, the Parties hereby agree, subject to the terms and conditions of this Article III, that, after the expiration of the Financing Contingency Period, TCHC may execute an assignment of all of the Residential Phase of the Development by delivering to BATA a written notice (the "Transition and Assignment Notice") assigning TCHC's right, title and interest in the Residential Phase, including the portion of the Development Property attributable to the Residential Phase, to a development partner or development assignee ("Development Assignee"). The Transition and Assignment Notice shall become effective on the day it is executed by TCHC (the "Residential Phase Transition Date"), upon which all of TCHC's rights and obligations under this Agreement shall be released, except a otherwise assigned to the Development Assignee. TCHC will execute any and all necessary deeds, assignments and transfer instruments necessary to transfer and assign TCHC's rights and interests in the Residential Phase property.

Section 3.04 Assignment. It is understood that TCHC will develop the Residential Phase in Sub-phases with one or more Development Partners. Prior to delivering the Transfer and Assignment Notice, TCHC shall have the right to assign to TCHC's Development Partner all or any part of TCHC's rights and obligations under this Agreement and to the Development Property.

Section 3.05 Cooperation. Each Party shall take all actions as may be reasonably necessary to consummate the assignment contemplated by this Article III, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

Section 3.06 Development Assignee's Obligation to Develop the Residential Phase. If TCHC transfers and assigns the Residential Phase property to a Development Assignee pursuant to the Transition and Assignment Notice, the Development Assignee shall use commercially reasonable efforts to initiate development of the Residential Phase prior to June 30, 2023.

Section 3.07 Assignment Does Not Effect Transit Phase. If TCHC is unable to secure financing commitments within the Financing Contingency Period and provide a Financing Contingency Notice pursuant to Section 3.01 or is unable to execute an assignment of all of the Residential Phase of the Development to a Development Assignee that will initiate development of the Residential Phase prior to June 30, 2023, it will not in any way effect BATA's development of the Transit Phase on the Development Property, including but not limited to, BATA's ability to get a Certificate of Occupancy for the Transit Phase.

Section 3.08 BATA Shall Not Be Responsible to Develop the Residential Phase. Notwithstanding anything to the contrary expressed or implied herein, BATA shall not be, and is not responsible to meet any TCHC obligations to the Township for the Residential Phase pursuant to the preliminary approval and contemplated final approval of the PUD.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.01 Mutual Representations and Warranties. Each Party represents and warrants to the other party that:

- (a) (i) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the execution of this Agreement by a representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the Party;
- (b) when executed and delivered by the Party, this Agreement shall constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms; and
- (c) it is under no obligation to any third party that would interfere with its representations, warranties, or obligations under this Agreement.

Section 4.02 No Other Representations or Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS JOINT DEVELOPMENT AGREEMENT, NEITHER PARTY HAS MADE OR MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER THIS AGREEMENT

ARTICLE V INSURANCE

During the Term and for a period of two years after the Term, each Party shall, at its sole cost and expense, obtain and maintain commercial general liability insurance in commercially reasonable amounts that provide all liability coverage, including, but not limited to, personal injury, physical injury, or property damage arising out of the Development and contractual liability coverage for its obligations under this Agreement in the minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Each Party shall have the other Party named as an additional insured on the insurance. On request by the other Party, each Party shall provide the other Party with written evidence of the insurance. Additionally, each Party shall provide the other Party with written notice at least 30 business days prior to the Party's cancelling, not renewing, or materially changing the insurance.

ARTICLE VI TERM; TERMINATION

Section 6.01 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of (a) the date that Phase 1 is complete, in the reasonable judgment of both Parties; (b) December 31, 2025, or (c) the Residential Phase Transition Date (the "Term").

Section 6.02 Termination for Cause.

(a) Either party may terminate this Agreement if the other party materially breaches this Agreement and (if such breach is curable) fails to cure such breach within 60 days after being notified in writing to do so; provided, however, such 60 day period shall be extended an additional 30 days if the breaching party has begun good faith efforts to remedy such breach within the initial 30 day period and provides a written explanation to the non-breaching party of the reasons for the breach, actions it is taking to remedy the breach, and why it believes it can remedy the breach within the additional 30 day period.

(b) Either party may terminate this Agreement if the other party (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of

competent jurisdiction to take charge of or sell any material portion of its property or business;

(c) Either party may terminate this Agreement if the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

The non-breaching party shall provide written notice of its termination of this Agreement to the breaching party and termination shall be effective as of the effective date of the notice in accordance with the terms of Section 8.04, provided, however, that the non-breaching party may elect to continue developing the Development by notifying the breaching party of this election.

Section 6.03 Termination Upon Residential Phase Transition.

(a) In the event TCHC delivers a Transition and Assignment Notice to BATA in accordance with Article III, TCHC shall use commercially reasonable efforts to promptly transfer all of its responsibilities hereunder (to the extent applicable) to the Development Assignee ("Transition Assistance"), provided that, except as provided elsewhere in this Agreement, TCHC has no obligation to:

(i) perform any development activities on or after the effective date of the Transition and Assignment Notice, or

(ii) incur any expenses in connection with this Agreement on or after the end of the Transition Period (defined below), except for its internal costs in transferring its development activities to the Assuming Party.

(b) Except as otherwise agreed to in writing by the Parties or as provided in this Section 6.03, the Parties shall:

(i) complete its Transition Assistance as soon as practicable and, in any event, no later than six months after the effective date of the Transition and Assignment Notice ("Transition Period"); and

(ii) to the extent permitted by any relevant third-party agreements, use commercially reasonable efforts to assign its rights or grant sufficient rights under all third-party agreements to the extent that the agreements relate predominantly to the Development and, upon such assignment, the receiving party shall assume all rights and obligations under such agreements.

Section 6.04 Effect of Termination. Except as provided in this Agreement, expiration or termination of this Agreement shall not relieve the parties of any obligations accruing prior to the effective date of expiration or termination. Any expiration or termination of this Agreement shall not preclude either Party from pursuing all rights and remedies it may have hereunder at law or in equity with respect to any breach of this Agreement nor prejudice either Party's right to obtain performance of any obligation.

ARTICLE VII DISPUTE RESOLUTION

Section 7.01 Dispute Resolution Objective. It is the Parties' objective to establish procedures to facilitate the resolution of all disputes in an expedient manner by mutual cooperation before resorting to litigation. Unless otherwise expressly provided in this Agreement, all disputes will be subject to this Article VII. Either Party may initiate the dispute resolution procedure of this Article VII by giving the other Party written notice in accordance with the terms of Section 8.04 of any dispute ("Notice of Dispute").

Section 7.02 Negotiation and Mediation. The parties shall attempt in good faith to initially resolve any Dispute promptly by negotiation between the Parties' Executive Directors and senior staff ("Executives"). Within 15 days of a Notice of Dispute provided to a Party in accordance with Section 8.04, each Party's Executives shall meet in person, or by teleconference, at a mutually agreeable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the dispute. If the dispute is not resolved within 30 days following the Notice of Dispute, the parties shall initiate mediation proceedings by mutually selecting a trained facilitative mediator. Mediation shall proceed under rules and procedures established by the mediator, with the mediation being completed within 90 days of the Notice of Dispute. All negotiations pursuant to this Section 7.02 are confidential and are deemed compromise and settlement negotiations for the purposes of applicable rules of evidence. The Parties will share equally the costs of any such mediation.

Section 7.03 Litigation. In the event the Parties are unable to resolve any dispute by negotiations or mediation as set forth in Section 7.02 within 120 days following the Notice of Dispute, the Parties may initiate litigation in accordance with the terms of this Agreement.

ARTICLE VIII GENERAL PROVISIONS

Section 8.01 Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by:

- (a) acts of God;
- (b) flood, fire, or explosion;
- (c) war, terrorism, invasion, riot, or other civil unrest;
- (d) embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns, or other industrial disturbances;

(g) any passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or

(h) national or regional shortage of adequate power or telecommunications or transportation facilities.

(each of the foregoing, a “Force Majeure”), in each case, provided that (i) such event is outside the reasonable control of the affected Party; (ii) the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue; and (iii) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure event. A Party may terminate this Agreement if a Force Majeure event affecting the other party continues substantially uninterrupted for a period of 90 days or more. Unless the Party terminates this Agreement pursuant to the preceding sentence, all timelines in the Phase 1 Schedule shall automatically be extended for a period up to the duration of the Force Majeure event.

Section 8.02 Further Assurances. Each Party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

Section 8.03 No Public Statements or Use of Trademarks. Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other Party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other Party.

Section 8.04 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given in accordance with this Section:

If to BATA:

Kelly Dunham
Executive Director
Bay Area Transportation Authority
3233 Cass Road
Traverse City Michigan, 49684
Email: dunhamk@bata.net

With a copy to:

Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, MI 48933
Attn: Mark T. Koerner
Email: mkoerner@fosterswift.com

If to TCHC:

Tony Lentych
Traverse City Housing Commission

150 Pine Street
Traverse City, MI 49684
Email: tlentych@tchousing.org

With a copy to:

Kuhn Rogers PLC
412 S. Union St.
Traverse City, MI 49684
Attn: Joseph E. Quandt,
Email: jequandt@krlawtc.com

Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Section 8.05 Privileged Communications. It is expected that, in furtherance of this Agreement, the Parties will, from time to time, disclose to one another privileged communications with counsel, including opinions, memoranda, letters, and other written, electronic, and verbal communications. Such disclosures are made with the understanding that they shall remain confidential and that they are made in connection with the shared community of legal interests existing between the Parties.

Section 8.06 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.07 Entire Agreement. This Agreement, together with all schedules, exhibits, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 8.08 Assignment. Except in the case of TCHC's assignment of its rights hereunder in accordance with Article III, (in which BATA's consent is not required), neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent, which consent may be given or withheld in that party's sole discretion. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

Section 8.09 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 8.10 Amendment; Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No

waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 8.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 8.12 Governing Law; Submission to Jurisdiction.

(a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Michigan.

(b) Any dispute for which a Party is permitted to bring a court proceeding shall be instituted in the federal courts of the United States or the courts of the State of Michigan in each case located in the County of Grand Traverse, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

Section 8.13 Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury for any court proceeding arising out of or relating to this Agreement or the transactions contemplated hereby for which a Party may bring such a court proceeding.

Section 8.14 Attorneys' Fees. In any dispute for which a party is permitted to bring a court proceeding, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

Section 8.15 Time Is of the Essence. The Parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents or the funding of money) under this Agreement, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 5:00 p.m. Eastern Time on such date. However, notwithstanding anything

to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a business day, then such date shall be extended until the immediately following business day.

Section 8.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Bay Area Transportation Authority

By: 
[Kelly Dunham]

Its: [Executive Director]

Traverse City Housing Commission

By: 
[Tony Lentych]

Its: [Executive Director]

EXHIBIT A

DEVELOPMENT PROPERTY DESCRIPTION

See attached.

EXHIBIT B

DEVELOPMENT USES AND STRUCTURES

Use/Structure	Developer
Approximately 210 multi-family residential units in five 3-story buildings	TCHC
15 single-family residential lots	TCHC
<i>Total: 225 residential units</i>	
56,000-square-foot bus storage garage	BATA
16,000-square-foot bus maintenance facility	BATA
12,000-square-foot administration and dispatch building	BATA
<i>Total: 84,000 square feet</i> <i>Possible Future Additions: 26,875 square feet</i> <i>Total Possible Buildout: 110,875 square feet</i>	
Transfer station with three-foot bathroom facility	BATA
400-square foot bathroom facility	BATA
4,000-square foot childcare center	TCHC
2,940-square-foot cafe'/neighborhood commercial building	TCHC

EXHIBIT C

PHASE 1 PROPOSED DEVELOPMENT SCHEDULE

May 2021	PUD Preliminary Approval
September 30, 2021	BATA and TCHC extend purchase agreement
October 1, 2021	TCHC submits two 9% LIHTC Applications to MSHDA
March 2022	PUD Approval*
January 2022	First Opportunity to Receive Reservation Letter from MSHDA
Post PUD Approval	BATA and TCHC acquire Property, and places deed restrictions*
Winter 2022	TCHC Applies for subsidy resources from other funders
April 1, 2022	TCHC resubmits 9% LIHTC Application to MSHDA, as needed
June 1, 2022	TCHC Executes Agreement with Habitat for Humanity Grand Traverse for Single Family Housing Component
Spring 2022	TCHC Applies for Bond Financing
June 30, 2022	Second Opportunity to Receive Reservation Letter from MSHDA**
Summer 2022 (Potentially) After TCHC receives LIHTC Reservation Letter from MSHDA or equivalent grant award**	To ensure compliance with PUD eligibility requirements, BATA may begin construction of bus storage garage, bus maintenance garage, administration building, transfer station, and open space improvements in the Transit Phase. TCHC must commence housing construction before BATA may make a request for Certificate of Occupancy. BATA must complete the transfer station and open space improvements in the Transit Phase at the same time or before completion of the bus storage garage, bus maintenance garage, and administration building.
August 1, 2022	TCHC assigns to Development Assignee and Development Assignee initiates development activities to fulfill PUD requirements
September/October 2023	BATA request for Certificate of Occupancy
December 2024— June 2025	TCHC (or other developer) request for Certificate of Occupancy for 1st Building

* Will be adjusted as necessary.

** A copy of the LIHTC Reservation Letter from MSHDA or equivalent grant award shall be provided to the Township Board upon receipt by TCHC.

EXHIBIT D

PRELIMINARY APPROVAL

See attached

2. EGLE Wetland Identification Report



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

July 14, 2021

VIA E-MAIL

Bay Area Transportation Authority, Attn: Kelly Dunham
3233 Cass Road
Traverse City, Michigan 49684

Dear Kelly Dunham:

SUBJECT: Wetland Identification Report
Wetland Identification Site Name:
28-Lafranier Road and W Hammond Road NE-Garfield Township
MiWaters Submission Number: HP8-B2ER-7PG7N

The Department of Environment, Great Lakes, and Energy (EGLE) conducted a Level 3 Wetland Identification Review of approximately 30 acres on property (Property Tax Identification Number(s) 05-023-042-30 and 05-023-042-01) located in Town 27N, Range 11W, Section 23, Garfield Township, Grand Traverse County on June 22, 2021. The wetland identification was conducted in accordance with Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and Rule 4 (1), Wetland Identification and Assessment (R 281.924), of the Administrative Rules for Part 303. This is a report of our findings in response to your Wetland Identification Program (WIP) application.

Based on our on-site investigation which included a review of plants, hydrology, and soils, EGLE confirms the wetland boundary lines as flagged by your consultant. Staff from EGLE also reviewed other pertinent information such as aerial imagery, soils survey data, topographic mapping data, and surface hydrology data. All wetland areas showed evidence of sustained surface (or near-surface) hydrology occurring during the growing season and were associated with hydrophytic plant species and hydric soil.

The site map (Figure 2) of the WIP review area was created by combining information from your consultant and EGLE. The new map identifies areas containing regulated wetland and non-wetland (upland).

The wetland on site (i.e., Wetland A) is regulated by EGLE because of wetland size and/or proximity to a pond, lake, or stream/drain. For the approximately 4.88 acres total (on site) identified as regulated wetland on the site map, please be advised that any of the following activities require a permit under Part 303:

- a) Deposit or permit the placing of fill material in a regulated wetland.
- b) Dredge, remove, or permit the removal of soil or minerals from regulated wetland.
- c) Construct, operate, or maintain any use or development in a regulated wetland.
- d) Drain surface water from a regulated wetland.

For those areas identified as non-wetland (upland) on the site map (Figure 2), EGLE lacks jurisdiction under Part 303 for activities occurring in those areas.

This Wetland Identification Report is limited to findings pursuant to Part 303 and does not constitute a determination of jurisdiction under other EGLE administered programs. Any land use activities undertaken within the review area may be subject to regulation pursuant to the NREPA under Part 91, Soil Erosion and Sedimentation Control.

Please be aware that this wetland identification report does not constitute a determination of the jurisdiction under local ordinances or federal law. The U.S. Army Corps of Engineers (USACE) retains regulatory authority over certain wetlands pursuant to Section 404 of the Clean Water Act (CWA), and specifically those wetlands associated with traditionally navigable waters of the state. Navigable waters are generally the Great Lakes, their connecting waters, and river systems and lakes connected to these waters. In other areas of the state, EGLE is responsible for identification of wetland boundaries for purposes of compliance with the CWA under an agreement with the U.S. Environmental Protection Agency. Your review area is unlikely to be within those areas also regulated by the USACE. Additional information may be obtained by contacting the USACE at 313-226-2218.

You may request EGLE reassess the wetland boundaries and regulatory status of wetlands within any portion of the review area, should you disagree with the findings, within 60 days of the date of this report. A written request to reassess the Wetland Identification review area must be accompanied by supporting evidence with regard to wetland vegetation, soils or hydrology different from, or in addition to, the information relied upon by EGLE staff in preparing this report. The request should be submitted to:

Wetland Identification Program
Department of Environment, Great Lakes, and Energy
Water Resources Division
P.O. Box 30458
Lansing, Michigan 48909-7958

Please use the EGLE MiWaters submission number assigned to this project if submitting a permit application or otherwise corresponding with our office.

The findings contained in this report do not convey, provide, or otherwise imply approval of any governing act, ordinance, or regulation, nor does it waive the obligation to

Bay Area Transportation Authority
Page 3
July 14, 2021

acquire any applicable federal, state, county, or local approvals. This Wetland Identification Report is not a permit for any activity that requires a permit from EGLE.

The findings contained in this report are binding on EGLE until July 14, 2024, a period of three years from the date of this Wetland Identification Report unless a reassessment has been conducted. Please contact me at 517-243-5002; GyekisK@michigan.gov; or EGLE, P.O. Box 30458, Lansing, Michigan 48909-7958, if you have any questions regarding this report.

Sincerely,



Keto Gyekis
Wetland Identification Program Coordinator
Water Resources Division

Enclosures

cc: Grand Traverse County Soil Erosion Enforcement Agent (CEA) (via e-mail)
Grand Traverse County Health Department (via e-mail)
Garfield Township Clerk (via e-mail)
Ms. Dixie Roethlisberger, LaFranier Trust Properties
Mr. Steven Voice, Voice Environmental Group LLC (via e-mail)
Mr. Joe Haas, EGLE (via e-mail)
Mr. Neil Schock, EGLE (via e-mail)

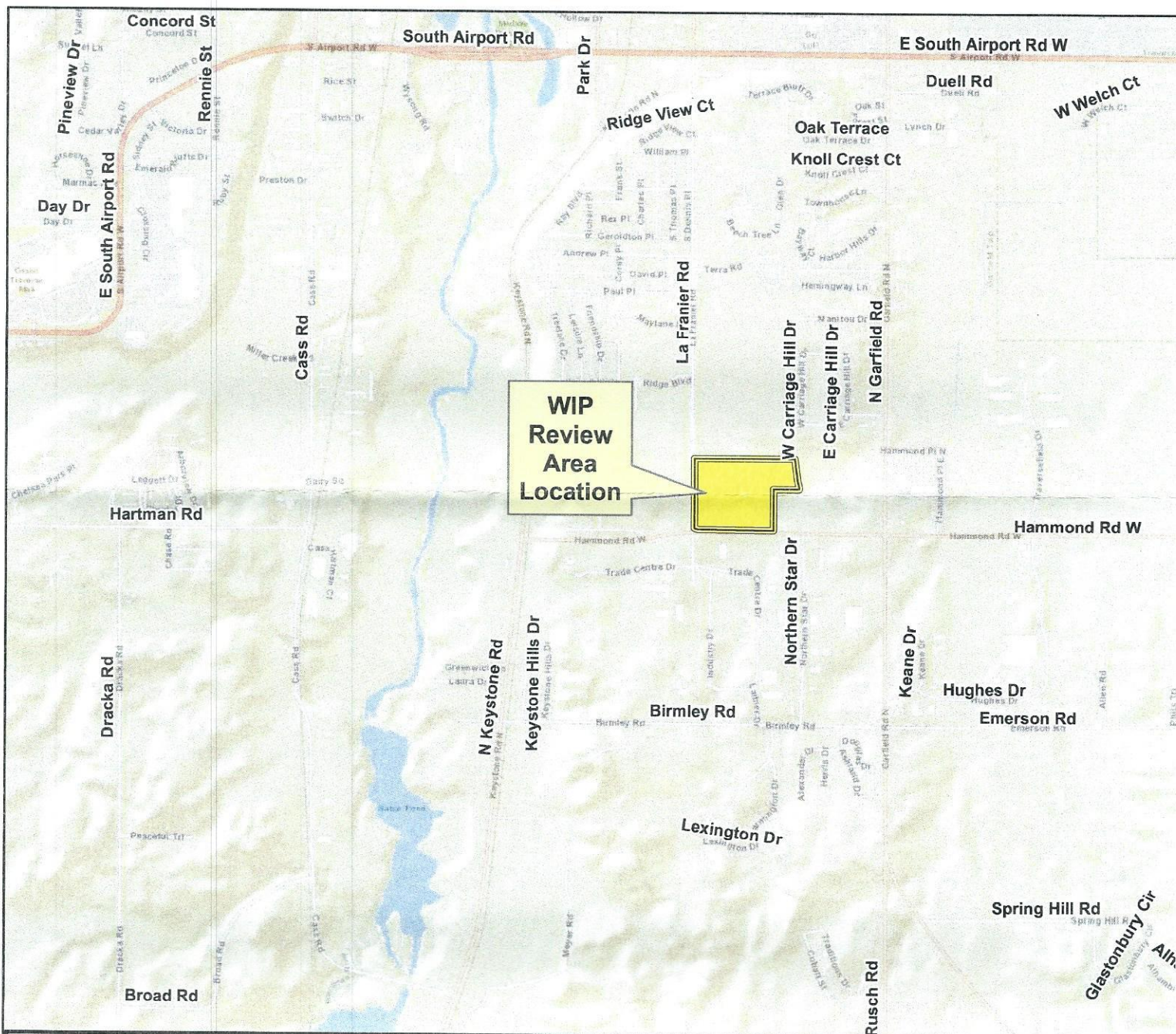


Figure 1.
EGLE Wetland Identification Location
Lafranier Rd and W Hammond Rd
Garfield Township
HP8-B2ER-7PG7N

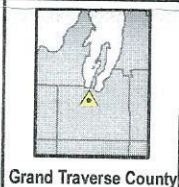


Grand Traverse County







Figure 2.
EGLE Wetland Identification Detail
Lafranier Rd and W Hammond Rd
Garfield Township
HP8-B2ER-7PG7N



Grand Traverse County

-  EGLE Regulated Wetland
-  EGLE WIP Review Area

0 30 60 120 180 240 Feet



3. Declaration of Conservation Easement

DECLARATION OF CONSERVATION RESTRICTION

This Declaration of Conservation Restriction is created this ____ day of _____, 2021, by _____, whose address is _____ (hereinafter "Grantor") based upon the following terms and conditions.

WHEREAS, Grantor is the fee simple title holder of real property located in Garfield Township, Grand Traverse County, State of Michigan, legally described in Exhibit "A" ("the Premises"); and

WHEREAS, there are areas on the Premises which contain regulated wetlands which are protected under Part 303 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended (hereinafter "Part 303") and delineated on the attached Exhibit "B" ("the Restricted Area"); and

WHEREAS, Grantor has agreed to place this Conservation Restriction to prevent and preclude any dredging, filling or construction within the described Restricted Area.

NOW, THEREFORE, the Grantor agrees, covenants and permits the following:

1. Grantor means the Grantor referenced herein as current title holder, as well as any of Grantor's successors, assigns or future owners of the Premises, it being the intent that the covenants created by this instrument shall run with the land.

2. The Restricted Area shall remain in as close to its current natural state as a wetland as natural circumstances will allow. Grantor shall not be required to improve or otherwise enhance the wetland features.

3. Grantor agrees that it shall not dredge, fill or construct any improvement within the Restricted Area unless otherwise authorized by Garfield Township and the Michigan Department of Environment, Great Lakes and Energy pursuant to valid and authorized permits pursuant to all local, state, and federal laws and regulations.

4. Grantor shall not be required to restore the Restricted Area if alterations resulting from causes beyond Grantor's control occur, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes or natural disasters (such as unintentional fires, floods, storms or natural earth movement).

5. This Agreement shall run with the land and be binding upon the successors and assigns of the Grantor and shall run with the land in perpetuity unless modified or terminated with written permission from the Garfield Township Board of Trustees.

6. This Agreement shall be construed in accordance with Michigan law. All legal action related to this Conservation Restriction must be filed and pursued in a Michigan state court of appropriate jurisdiction.

GRANTOR:

STATE OF MICHIGAN)
)ss.
COUNTY OF)

On this _____ day of _____, 2021, before me, a Notary Public, personally appeared _____, who executed the above and acknowledged the same to be his free act and deed.

_____, Notary Public

County of:
My Commission Expires:
Acting in County of:

**Prepared by and
When recorded return to:**
Joseph E. Quandt
Kuhn Rogers, PLC
412 S. Union Street
Traverse City, MI 49684
(231) 947-7900

EXHIBIT A

CONSERVATION EASEMENT:

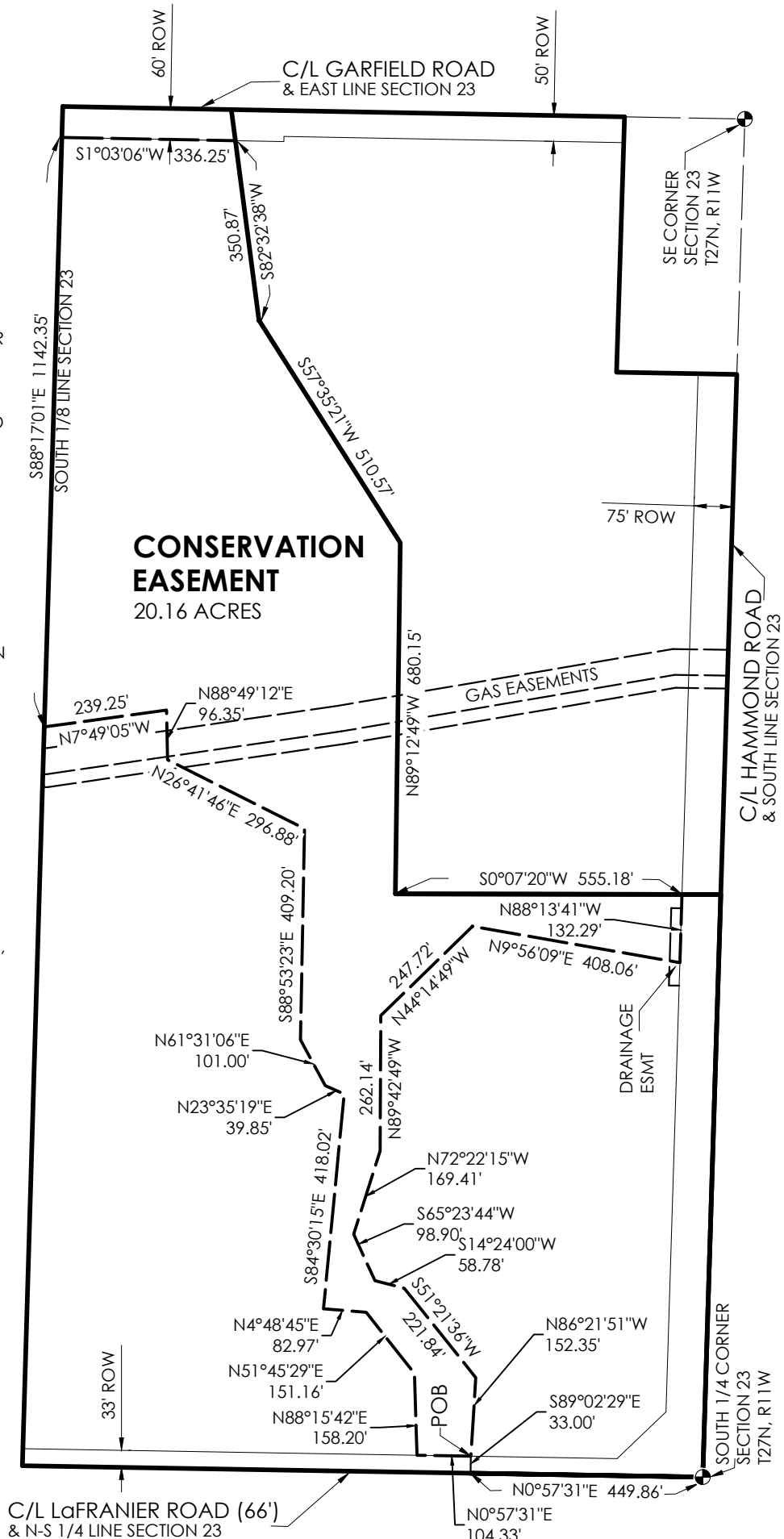
A CONSERVATION EASEMENT IN PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY MICHIGAN BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 23; THENCE N00° 57' 31"E, 449.86 FEET ALONG THE NORTH-SOUTH QUARTER LINE OF SECTION 23; THENCE S89° 02' 29"E, 33.00 FEET TO THE EAST RIGHT-OF-WAY OF LAFRANIER ROAD AND THE POINT OF BEGINNING; THENCE N00° 57' 31"E, 104.33 FEET ALONG SAID RIGHT-OF-WAY; THENCE N88° 15' 42"E, 158.20 FEET; THENCE N51° 45' 29"E, 151.16 FEET; THENCE N04° 48' 45"E, 82.97 FEET; THENCE S84° 30' 15"E, 418.02 FEET; THENCE N23° 35' 19"E, 39.85 FEET; THENCE N61° 31' 06"E, 101.00 FEET; THENCE S88° 53' 23"E, 409.20 FEET; THENCE N26° 41' 46"E, 296.88 FEET; THENCE N88° 49' 12"E, 96.35 FEET; THENCE N07° 49' 05"W, 239.25 FEET; THENCE S88° 17' 01"E, 1142.35 FEET ALONG THE SOUTH ONE-EIGHTH LINE OF SECTION 23 TO THE WEST RIGHT-OF-WAY OF GARFIELD ROAD; THENCE S01° 03' 06"W, 336.25 FEET ALONG SAID RIGHT-OF-WAY; THENCE S82° 32' 38"W, 350.87 FEET; THENCE S57° 35' 21"W, 510.57 FEET; THENCE N89° 12' 49"W, 680.15 FEET; THENCE S00° 07' 20"W, 555.18 FEET TO THE NORTH RIGHT-OF-WAY OF HAMMOND ROAD; THENCE N88° 13' 41"W, 132.29 FEET ALONG SAID RIGHT-OF-WAY; THENCE N09° 56' 09"E, 408.06 FEET; THENCE N44° 14' 49"W, 247.72 FEET; THENCE N89° 42' 49"W, 262.14 FEET; THENCE N72° 22' 15"W, 169.41 FEET; THENCE S65° 23' 44"W, 98.90 FEET; THENCE S14° 24' 00"W, 58.78 FEET; THENCE S51° 21' 36"W, 221.84 FEET; THENCE N86° 21' 51"W, 152.35 FEET TO THE POINT OF BEGINNING.

Easement Exhibit

CONSERVATION EASEMENT:

A CONSERVATION EASEMENT IN PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWN 27 NORTH, RANGE 11 WEST, GARFIELD TOWNSHIP, GRAND TRAVERSE COUNTY MICHIGAN BEING DESCRIBED AS FOLLOWS:
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4. Cross Access Easements

- Prince of Peace

- Reenders, Inc.



R. EDWARD KUHN
TERRY C. ROGERS (*LLM, Taxation*)
EDGAR ROY III
JOSEPH E. QUANDT
GREGORY J. DONAHUE
GREGORY L. JENKINS
TROY W. STEWART
GINA A. BOZZER
CHRISTOPHER G. ROGERS
(also admitted in Illinois)

**412 SOUTH UNION STREET
TRAVERSE CITY, MICHIGAN 49684
TELEPHONE: 231-947-7900
FAX: 231-941-5154**

LANSING OFFICE:
2937 ATRIUM DRIVE, STE 200
OKEMOS, MI 48864

MOUNT PLEASANT OFFICE:
3046 JEN'S WAY
MT. PLEASANT, MI 48858

J.D. PRAASTERINK
(also admitted in Arizona)
MARC S. McKELLAR II
DAVID P. GLENN
PATRICK M. ELLIS
W. DANE CAREY

OF COUNSEL:
LEWIS G. GATCH
A. BROOKS DARLING

August 12, 2021

VIA EMAIL jsych@garfield-twp.com

John Sych
Planning Director
Garfield Township
3848 Veterans Drive
Traverse City, MI 49684

Re: Traverse City Housing Commission

Dear Mr. Sych:

As you know, our firm represents the Traverse City Housing Commission ("TCHC") with respect to the proposed PUD development on LaFranier Road in Garfield Township. As you are aware, my client and the Bay Area Transportation Authority ("BATA") are currently working on submitting final documents for PUD approval. It is anticipated that they will be submitting those approval documents within the next thirty (30) days.

One of the issues of concern referenced by the Planning Commission was the ability to facilitate multiple points of access to the property. My client has diligently attempted to engage adjacent property owners to coordinate easement access to provide additional rights of access to the TCHC property. We have not yet been able to memorialize an easement to the northeast, but the property owners have agreed to reasonably cooperate with each other with respect to access issues in the future. To advance these discussions, TCHC offered, in good faith, to enter into a Defeasible Easement Agreement to allow those parties to immediately discharge the easement in the event that the LaFranier Road project was not approved or in the event the TCHC project does not come to fruition. (A copy of that Defeasible Easement Agreement is attached to this letter.)

TCHC has also discussed access issues to LaFranier Road with the Prince of Peace Church. This discussion was to confirm access that can be utilized by both the church and TCHC. There is a dedicated willingness by both TCHC and the Church to provide a mutual easement which will facilitate access onto LaFranier Road for both TCHC and the Church. As soon as TCHC completes the purchase of the TCHC parcel, it is anticipated that a mutually beneficial easement will be recorded to perfect the parties' mutual use of that easement for access to LaFranier Road.

KUHN ROGERS PLC

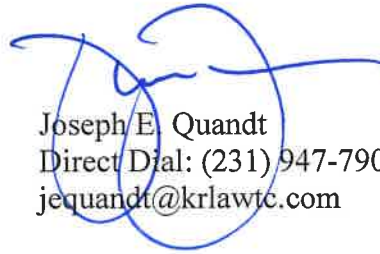
August 12, 2021

Page 2

We hope that this letter clarifies the issues related to access to the property. Should you have further comments, questions or concerns, please let me know. We continue to appreciate the Township's productive engagement with TCHC and BATA to complete this exciting project.

Sincerely,

KUHN ROGERS PLC



Joseph E. Quandt
Direct Dial: (231) 947-7901 x115
jequandt@krlawtc.com

JEQ:shp

cc: Tony Lentych

DEFEASIBLE EASEMENT GRANT

This Defeasible Easement Grant (this “Grant”), dated as of November 24, 2021 (the “Effective Date”), is made by the Traverse City Housing Commission, or its authorized assignee (hereinafter, the “Grantor”), for the benefit of Prince of Peace Evangelical Lutheran Church of Traverse City, Michigan (hereinafter, the “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the prospective purchaser of certain land located in Garfield Township, Grand Traverse County, Michigan, hereinafter referred to as “Parcel A” and more particularly described by a metes and bounds description set forth on Exhibit A attached hereto and made a part hereof;

WHEREAS, subject to Grantor’s acquisition of Parcel A and Garfield Township’s Planning Commission’s and Board’s (collectively, the “Township”) approval, Grantor intends to develop, in cooperation with other parties, a transit-oriented, mixed-use development consistent with the terms of that certain Planned Unit Development 2020-02 and any conditions required therewith;

WHEREAS, Grantee is the fee owner or future fee owner of certain land located in Garfield Township, Grand Traverse County, Michigan and sharing the northern boundary of Parcel A with Grantor, hereinafter referred to as “Parcel B”;

WHEREAS, Grantor is required by the Township to provide appropriate points of ingress and egress to Grantee and its licensees, invitees, or guests from LaFranier Road over Parcel A to Parcel B;

WHEREAS, subject to the terms of this Grant, Grantor is willing to grant to Grantee an easement over such portion of Parcel A (the “Easement Area”), more particularly described by a metes and bounds description and a diagrammatic sketch indicating the Easement Area, on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Grantor has agreed to provide this Grant, which is defeasible in nature, such that if Grantor does not acquire Parcel A or if Grantee does not acquire Parcel B within one year of this Grant, this Grant shall become null, void and of no further effect.

NOW, THEREFORE, for good and valuable consideration and the covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grant. Subject to the terms of this Grant, Grantor hereby grants and conveys to Grantee a non-exclusive access easement (the “Easement”) upon, about, over, and through the Easement Area located on Parcel A, for the benefit of Parcel B.

2. Use. Grantee may use the Easement for ingress and egress from Parcel B to LaFranier Road.

3. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Grant, which may be used and enjoyed without interfering with the rights conveyed by this Grant are reserved to Grantor.

4. Relocation. Subject to any Township approval that may be required, Grantor may relocate the Easement Area if prior written consent is obtained from Grantee, which consent may not be unreasonably withheld.

5. Grantor’s Use of Property. Grantor reserves the right to use Parcel A in any manner and for any purpose that does not interfere with Grantee’s Easement rights and its use of the Easement Area.

6. Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Grantor.

7. Defeasible Covenant. This Grant shall be of a defeasible nature in that if Grantor does not become the owner of Parcel A or if Grantee (or Grantee’s authorized assignee) does not become the owner of Parcel B, the Easement shall be discharged and shall be null, void and of no effect whatsoever.

8. Amendment. This Grant may not be modified, amended, or terminated except in a writing signed by Grantor.

9. Governing Law. This Grant shall be governed and construed in accordance with the laws of the State of Michigan.

10. Exhibits. Two exhibits are attached to and are a part of this Grant. They are the following:

Exhibit A – Legal description of Parcel A

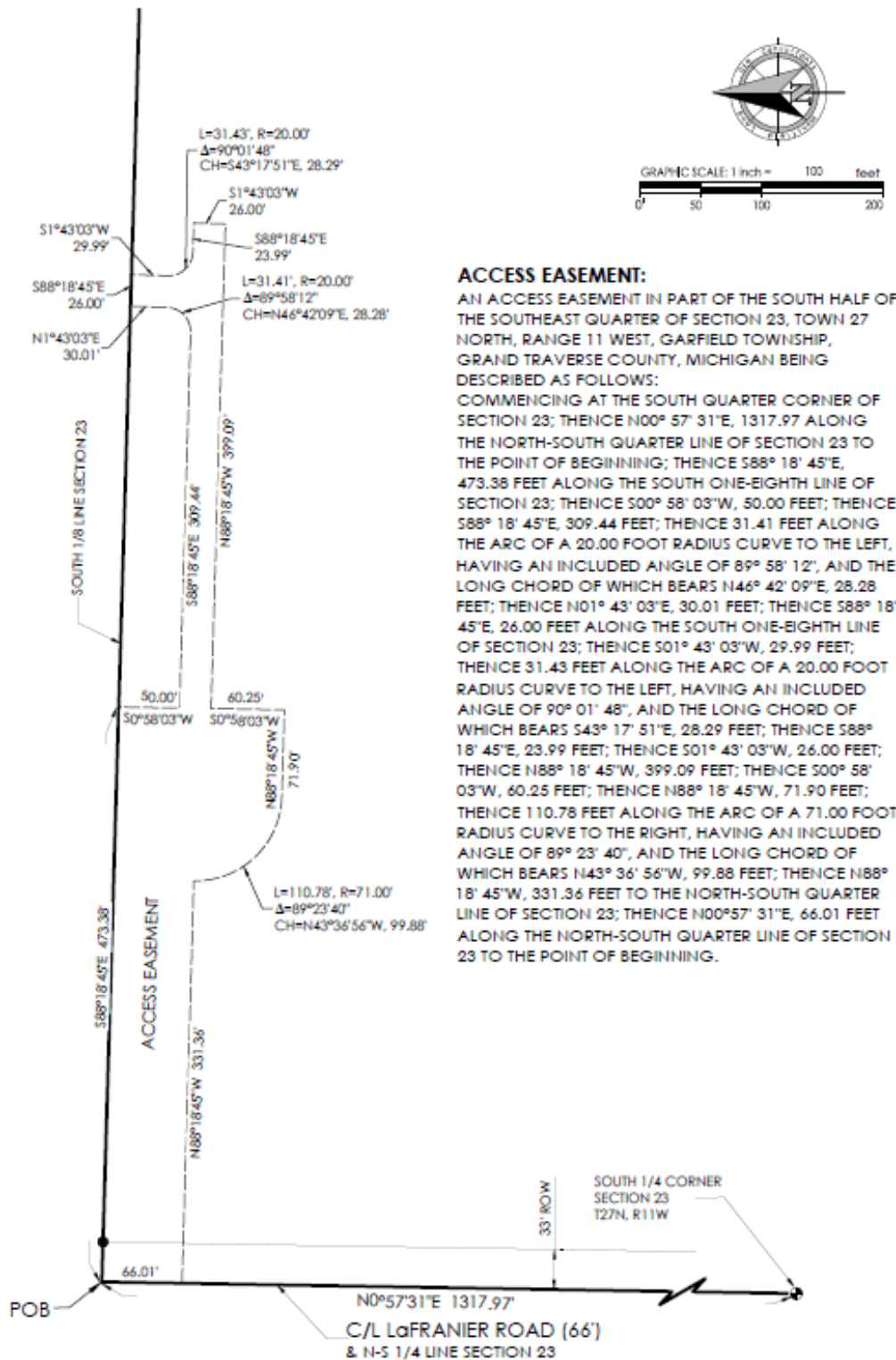
Exhibit B – Sketch and Legal Description of Easement Area

[Signature page follows.]

EXHIBIT A
LEGAL DESCRIPTION OF PARCEL A

Part of South 1/2 of the Southeast 1/4 of Section 23, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, more fully described as: Beginning at the South 1/4 corner of said Section 23; thence North 00 degrees 57 minutes 30 seconds East, along the North and South 1/4 line of said Section, 450.00 feet; thence South 88 degrees 13 minutes 41 seconds East 250.80 feet; thence North 00 degrees 57 minutes 30 seconds East 150.00 feet; thence South 88 degrees 13 minutes 41 seconds East 350.00 feet; thence South 01 degree 02 minutes 05 seconds West 600.00 feet, to the South line of said Section; thence North 88 degrees 13 minutes 41 seconds West, along the South line of said Section, 600.00 feet, to the Point of Beginning. SUBJECT TO the right of way of LaFranier and Hammond Road over and across the Westerly and Southerly portions thereof.

EXHIBIT B **SKETCH AND LEGAL DESCRIPTION OF EASEMENT AREA**



84. Reenders Cross Access Easement

DEFEASIBLE EASEMENT GRANT

This Defeasible Easement Grant (this “Grant”), dated as of November 24, 2021 (the “Effective Date”), is made by the Traverse City Housing Commission, or its authorized assignee (hereinafter, the “Grantor”), for the benefit of Reenders, Inc. (hereinafter, the “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the prospective purchaser of certain land located in Garfield Township, Grand Traverse County, Michigan, hereinafter referred to as “Parcel A” and more particularly described by a metes and bounds description set forth on Exhibit A attached hereto and made a part hereof;

WHEREAS, subject to Grantor’s acquisition of Parcel A and Garfield Township’s Planning Commission’s and Board’s (collectively, the “Township”) approval, Grantor intends to develop, in cooperation with other parties, a transit-oriented, mixed-use development consistent with the terms of that certain Planned Unit Development 2020-02 and any conditions required therewith;

WHEREAS, Grantee is the fee owner or future fee owner of certain land located in Garfield Township, Grand Traverse County, Michigan and sharing the northern boundary of Parcel A with Grantor, hereinafter referred to as “Parcel B”;

WHEREAS, Grantor is required by the Township to provide appropriate points of ingress and egress to Grantee and its licensees, invitees, or guests from LaFranier Road over Parcel A to Parcel B;

WHEREAS, subject to the terms of this Grant, Grantor is willing to grant to Grantee an easement over such portion of Parcel A (the “Easement Area”), more particularly described by a metes and bounds description and a diagrammatic sketch indicating the Easement Area, on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Grantor has agreed to provide this Grant, which is defeasible in nature, such that if Grantor does not acquire Parcel A or if Grantee does not acquire Parcel B within one year of this Grant, this Grant shall become null, void and of no further effect.

NOW, THEREFORE, for good and valuable consideration and the covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grant. Subject to the terms of this Grant, Grantor hereby grants and conveys to Grantee a non-exclusive access easement (the “Easement”) upon, about, over, and through the Easement Area located on Parcel A, for the benefit of Parcel B.

2. Use. Grantee may use the Easement for ingress and egress from Parcel B to LaFranier Road.

3. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Grant, which may be used and enjoyed without interfering with the rights conveyed by this Grant are reserved to Grantor.

4. Relocation. Subject to any Township approval that may be required, Grantor may relocate the Easement Area if prior written consent is obtained from Grantee, which consent may not be unreasonably withheld.

5. Grantor’s Use of Property. Grantor reserves the right to use Parcel A in any manner and for any purpose that does not interfere with Grantee’s Easement rights and its use of the Easement Area.

6. Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Grantor.

7. Defeasible Covenant. This Grant shall be of a defeasible nature in that if Grantor does not become the owner of Parcel A or if Grantee (or Grantee’s authorized assignee) does not become the owner of Parcel B, the Easement shall be discharged and shall be null, void and of no effect whatsoever.

8. Amendment. This Grant may not be modified, amended, or terminated except in a writing signed by Grantor.

9. Governing Law. This Grant shall be governed and construed in accordance with the laws of the State of Michigan.

10. Exhibits. Two exhibits are attached to and are a part of this Grant. They are the following:

Exhibit A – Legal description of Parcel A

Exhibit B – Sketch and Legal Description of Easement Area

[Signature page follows.]

EXHIBIT A
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COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 23; THENCE N00° 57' 31"E, 1317.97 ALONG THE NORTH-SOUTH QUARTER LINE OF SECTION 23 TO THE POINT OF BEGINNING; THENCE S88° 18' 45"E, 473.38 FEET ALONG THE SOUTH ONE-EIGHTH LINE OF SECTION 23; THENCE S00° 58' 03"W, 50.00 FEET; THENCE S88° 18' 45"E, 309.44 FEET; THENCE 31.41 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, HAVING AN INCLUDED ANGLE OF 89° 58' 12"; AND THE LONG CHORD OF WHICH BEARS N46° 42' 09"E, 28.28 FEET; THENCE N01° 43' 03"E, 30.01 FEET; THENCE S88° 18' 45"E, 26.00 FEET ALONG THE SOUTH ONE-EIGHTH LINE OF SECTION 23; THENCE S01° 43' 03"W, 29.99 FEET; THENCE 31.43 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, HAVING AN INCLUDED ANGLE OF 90° 01' 48"; AND THE LONG CHORD OF WHICH BEARS S43° 17' 51"E, 28.29 FEET; THENCE S88° 18' 45"E, 23.99 FEET; THENCE S01° 43' 03"W, 26.00 FEET; THENCE N88° 18' 45"W, 399.09 FEET; THENCE S00° 58' 03"W, 60.25 FEET; THENCE N88° 18' 45"W, 71.90 FEET; THENCE 110.78 FEET ALONG THE ARC OF A 71.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INCLUDED ANGLE OF 89° 23' 40", AND THE LONG CHORD OF WHICH BEARS N43° 36' 56"W, 99.88 FEET; THENCE N88° 18' 45"W, 331.36 FEET TO THE NORTH-SOUTH QUARTER LINE OF SECTION 23; THENCE N00° 57' 31"E, 66.01 FEET ALONG THE NORTH-SOUTH QUARTER LINE OF SECTION 23 TO THE POINT OF BEGINNING.

5. Traffic Impact Review



Traffic Impact Study Bay Area Transportation Authority (BATA) Development Garfield Township, Michigan

Prepared for:

Kelly Dunham
Bay Area Transportation Authority
3233 Cass Rd
Traverse City, MI 49684

Prepared by:

Progressive AE
1811 4 Mile Road NE
Grand Rapids, MI 49525

March 5, 2021
Project No. 88760002

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CHAPTER 1

INTRODUCTION

The Bay Area Transportation Authority (BATA) is planning to construct an approximately 90,000 square-foot bus storage and maintenance facility (Operations Center) on the northeast corner of LaFranier Road and Hammond Road. Additionally, a bus transfer station with multifamily housing (Transfer Center) is being proposed on the north portion of the site. Figure 1 shows the location of the proposed site. Access to the proposed Operations Center will be provided via two (2) full access driveways. The first site access driveway is proposed on LaFranier Road to accommodate employees and visitors with a second access driveway on Hammond Road to provide bus access from the bus garage. The Transfer Station is proposed to have one access drive to LaFranier Road north of the proposed Operations Center drive. A connection between the two proposed developments is not planned due to the nature of the land uses and topographical/wetland characteristics of the site.

The purpose of this traffic impact study was to analyze the potential impacts of the planned development and to identify what physical and/or operational roadway system improvements may be necessary to mitigate existing or anticipated background issues, and/or impacts created by this development's traffic. Tasks undertaken to complete the analyses include:

1. **Data Collection:** Applicable information regarding the existing operating conditions of the adjacent roadways was obtained in October 2019. Weekday morning and weekday afternoon peak hour turning-movement counts at the study area intersections were performed. Information regarding lane configurations, speed limits, traffic controls, and other related data for the study area roadways was also collected.
2. **Background Growth:** Per input from Grand Traverse County Road Commission staff, an annual background traffic growth rate of 1.0 percent was applied to 2019 traffic count data to reflect anticipated non-development traffic increases from 2019 to the 2026 and 2036 horizon years. Seasonal adjustment factors were not included as data was collected in October with a seasonal correlation of approximately 1.0.
3. **Trip Generation/Distribution:** The number of trips the proposed development is expected to generate during peak hours was identified. These trips were then assigned to the adjacent street system based upon the patterns followed by existing traffic.
4. **Levels of Service:** Capacity calculations were completed at the study area intersections and the site access points to identify existing and anticipated future peak hour operational characteristics.
5. **Mitigation:** Roadway/intersection improvements were identified, when applicable, that will enable the adjacent roadways and study area intersections to maintain equal and/or acceptable levels of operation under future conditions upon the addition of background traffic growth and/or due to development traffic.



Figure 1. Location Map and Study Area

Pre-study coordination was completed with GTCRC staff to help identify the required study area, study parameters, and any specific areas of concern. The following chapters outline the results of analyses completed during the study process.

CHAPTER 2

EXISTING CONDITIONS

The first step in the identification of potential traffic impacts is to determine how well the adjacent streets are operating under current conditions. The existing conditions provide a comparison to subsequent future conditions analyses. This chapter summarizes the data collection and existing operating conditions analysis procedures.

Key Study Area Roadways

LaFranier Road

LaFranier Road is a major north-south arterial roadway within the study area under GTCRC operational jurisdiction. Within the study area, it generally has a three-lane cross section with an unposted speed limit of 55 miles per hour.

Hammond Road

Hammond Road is a major east-west arterial roadway within the study area under GTCRC operational jurisdiction. Within the study area, it generally has a five-lane cross section with a speed limit of 55 miles per hour.



Northbound LaFranier Road departing the Hammond Road intersection.

Existing Intersections

LaFranier Road at Airport Road, as well as LaFranier Road at Hammond Road, are both signalized intersections that were analyzed as part of this report.

Data Collection

Existing turning movement counts at the study area intersections were collected in October 2019. The turning-movement counts were performed from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. during a typical weekday. Traffic volumes in this region often vary significantly by season. However, the seasonal factor for counts in October is essentially 1.0 and therefore a seasonal adjustment was not applied. These counts indicated that the typical weekday peak hours generally occur between 7:15 a.m. to 8:15 a.m. and 4:30 p.m. to 5:30 p.m.

Existing Conditions Capacity Analysis

Intersection "level-of-service" (LOS) calculations were completed to evaluate the current operational efficiency of the study area intersections. These calculations were completed using techniques outlined in the Highway Capacity Manual, published by the Transportation Research Board. Per township and GTCRC requirements, *Synchro*® traffic analysis software, version 10, based on the Highway Capacity Manual methodologies, was used in the analysis.

Levels-of-service at signalized and unsignalized intersections relates to the delay, traffic volumes, and intersection geometry. Levels-of-service (LoS) are expressed in a range from "A" to "F", with "A" denoting the highest, or best, operating conditions. Generally, a LoS "D" rating is considered the minimum acceptable service level for signalized and unsignalized intersections in most areas, although an LoS "E" or "F" can be deemed as acceptable at times in urban areas, during the peak hours, or for low-volume movements. The criteria for determining the LoS at signalized and unsignalized intersections are outlined in the appendix of this report.

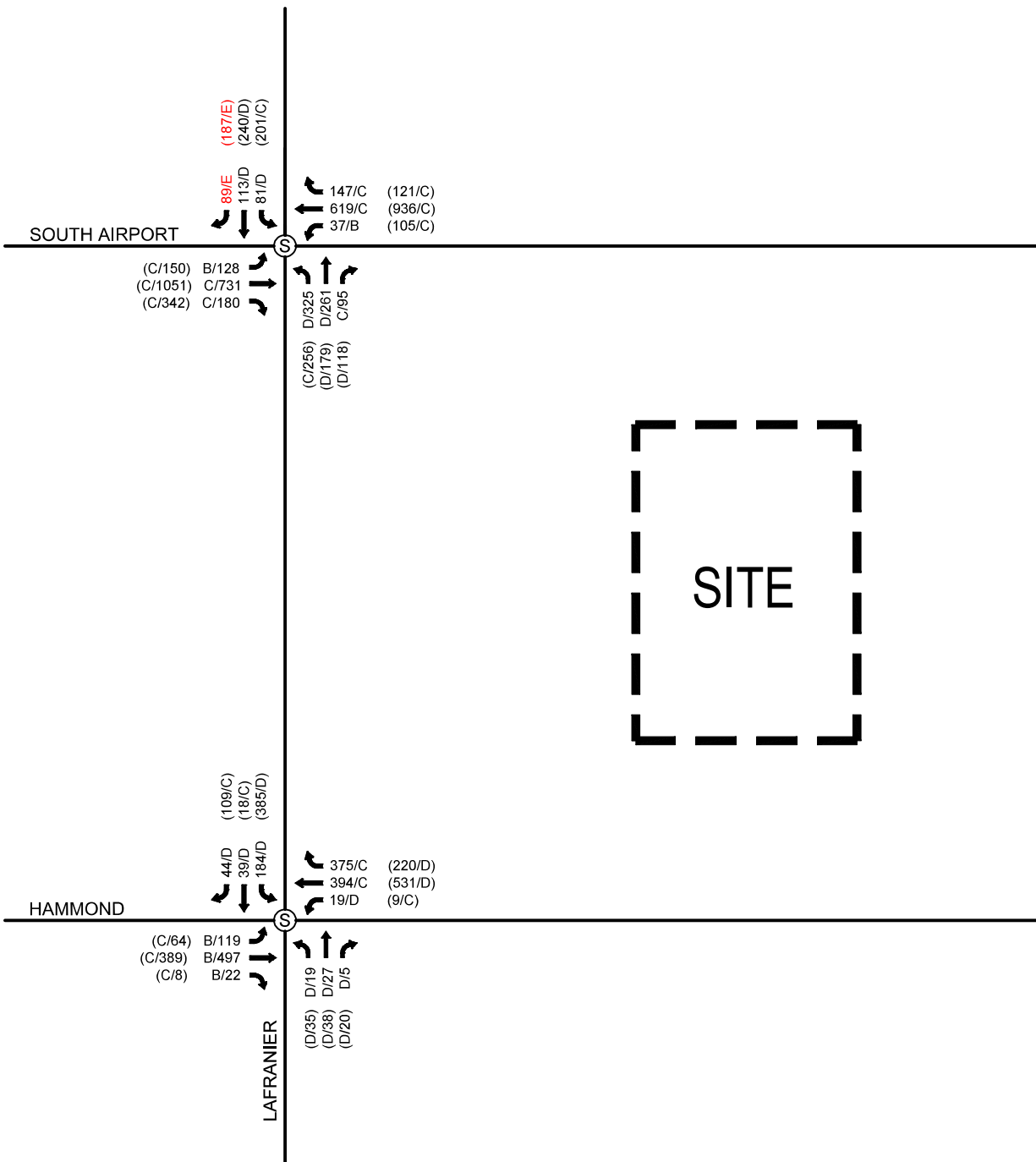
Existing peak hours were analyzed at the study area intersections. Results of the level-of-service analyses are shown in Table 2 and in Figure 2. Copies of the *Synchro*® analyses are included in the appendix.

As shown, all movements operate at LoS “D” or better during the weekday morning and weekday afternoon peak hours at all study area intersections except for the southbound right-turn at the LaFranier Road/Airport Road intersection. This movement currently operates at LoS “E” during the weekday morning and afternoon peak hours.

Table 1. Existing Levels-of-Service and Delay

Intersection/ Movement	Existing Conditions			
	AM		PM	
	LoS	Delay	LoS	Delay
LaFranier Road / Airport Road				
Overall	C	30.1	C	34.5
<i>EBL</i>	B	19.3	C	26.4
<i>EBT</i>	C	26.3	C	34.3
<i>EBR</i>	C	22.2	C	29.7
<i>WBL</i>	B	18.9	C	24.4
<i>WBT</i>	C	25.5	C	32.5
<i>WBR</i>	C	22.8	C	22.4
<i>NBL</i>	D	35.4	C	34.7
<i>NBT</i>	D	39.7	D	41.3
<i>NBR</i>	C	33.9	D	39.7
<i>SBL</i>	D	38.8	C	33.5
<i>SBT</i>	D	44.3	D	39.5
<i>SBR</i>	E	62.2	E	60.3
LaFranier Road /Hammond Road				
Overall	C	25.7	D	35.4
<i>EBL</i>	B	17.6	C	22.8
<i>EBT/R</i>	B	17.8	C	23.9
<i>WBL</i>	D	14.5	C	21.6
<i>WBT/R</i>	C	27.6	D	39.3
<i>NBL</i>	D	40.8	D	39.6
<i>NBT/R</i>	D	46.6	D	54.6
<i>SBL</i>	D	37.1	D	39.6
<i>SBT/R</i>	D	37.9	C	30.9

Source: Progressive AE, March 2021



BATA DEVELOPMENT TRAFFIC IMPACT STUDY

LEGEND

- XX (XX) = AM (PM)
- A = LEVEL-OF-SERVICE
- Ⓢ = SIGNALIZED INTERSECTION
- Ⓟ = STOP-CONTROLLED

EXISTING PEAK-HOUR VOLUMES
+ LEVELS-OF-SERVICE

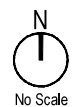


FIGURE
2

CHAPTER 3

BACKGROUND (2026) CONDITIONS

The purpose of this chapter is to summarize the anticipated background (2026) traffic conditions within the study area with background traffic growth in place. These analyses provide a basis for comparing anticipated future conditions without the proposed development in place.

Background Traffic Volumes

An annual traffic growth rate was used to estimate growth on study area roadways based on discussions with the Grand Traverse County Road Commission. Based on this information, an annual growth rate of 1.0% was applied to the 2019 existing peak hour volumes to determine background (2026) peak hour volumes. As the analysis year is 2026 (7 years), existing 2019 traffic volumes were increased by 7.2 percent. Figure 3 shows the background (2026) traffic volumes for the weekday morning and afternoon peak hours.

Background (2026) Capacity Analysis

Intersection level-of-service calculations were completed to evaluate the background (2026) peak hour conditions at the study area intersections. Results of the level-of-service analyses are shown in Table 2 and in Figure 3. As shown, all movements are anticipated to operate at LoS "D" or better during the weekday morning and weekday afternoon peak hours except for some of the left-turn movements and one northbound movement. Copies of the *Synchro*® analyses for the background (2026) conditions are included in the appendix.

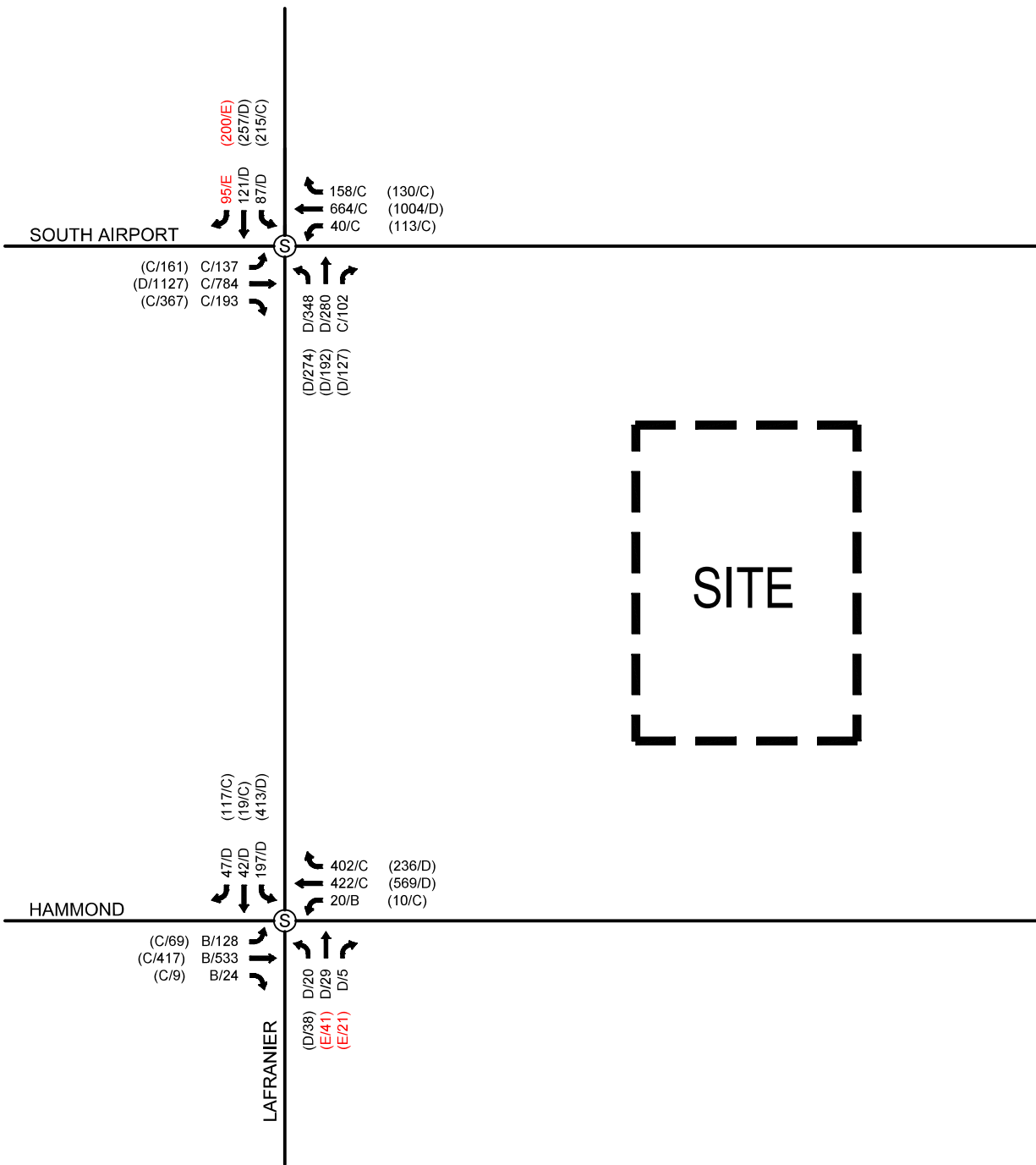
As with existing conditions, several movements at the study area intersections are anticipated to operate at LoS "E" during the weekday morning and weekday afternoon peak hours as follows:

- The southbound right-turn movement at the LaFranier Road/Airport Road intersection is anticipated to operate at LoS "E" during the weekday morning and weekday afternoon peak hours. These movements increase their average delay slightly over existing conditions.
- The northbound thru/right-turn movement at the LaFranier Road/Hammond Road intersection is anticipated to operate at LoS "E" during the weekday morning peak hour. This would be considered acceptable as this is a low volume movement with a short queue of less than three vehicles.

Table 2. Background (2026) Levels-of-Service and Delay

Intersection/ Movement	Existing Conditions				Background (2026) Conditions			
	AM		PM		AM		PM	
	LoS	Delay	LoS	Delay	LoS	Delay	LoS	Delay
LaFranier Road / Airport Road								
Overall	C	30.1	C	34.5	C	31.8	D	38.5
EBL	B	19.3	C	26.4	C	21.2	C	32.4
EBT	C	26.3	C	34.3	C	29.2	D	41.1
EBR	C	22.2	C	29.7	C	23.9	C	32.3
WBL	B	18.9	C	24.4	C	20.6	C	26.9
WBT	C	25.5	C	32.5	C	28	D	38.1
WBR	C	22.8	C	22.4	C	24.6	C	23.6
NBL	D	35.4	C	34.7	D	35.6	D	36
NBT	D	39.7	D	41.3	D	39.9	D	41.3
NBR	C	33.9	D	39.7	C	33.3	D	39.3
SBL	D	38.8	C	33.5	D	38.4	C	34.5
SBT	D	44.3	D	39.5	D	44	D	39.1
SBR	E	62.2	E	60.3	E	64.7	E	63.3
LaFranier Road / Hammond Road								
Overall	C	25.7	D	35.4	C	27.4	D	40.1
EBL	B	17.6	C	22.8	B	19.7	C	25.1
EBT/R	B	17.8	C	23.9	B	18.9	C	25.9
WBL	D	14.5	C	21.6	B	15	C	22.8
WBT/R	C	27.6	D	39.3	C	30.9	D	48.9
NBL	D	40.8	D	39.6	D	40.7	D	39.2
NBT/R	D	46.6	D	54.6	D	46.8	E	56.5
SBL	D	37.1	D	39.6	D	37.5	D	41.1
SBT/R	D	37.9	C	30.9	D	37.4	C	29.9

Source: Progressive AE, March 2021



BATA DEVELOPMENT TRAFFIC IMPACT STUDY

LEGEND

- XX (XX) = AM (PM)
- A = LEVEL-OF-SERVICE
- (S) = SIGNALIZED INTERSECTION
- P = STOP-CONTROLLED

BACKGROUND (2026) PEAK-HOUR VOLUMES
+ LEVELS-OF-SERVICE



FIGURE
3

CHAPTER 4

FUTURE (2026) CONDITIONS

The purpose of this chapter is to summarize the anticipated future (2026) traffic conditions within the study area after the completion of the proposed development.

Proposed Development and Site Access

The Bay Area Transportation Authority (BATA) is planning to construct an approximately 90,000 square-foot bus storage and maintenance facility (Operations Center) on the northeast corner of LaFranier Road and Hammond Road. Additionally, a bus transfer station with multifamily housing (Transfer Center) is being proposed on the north portion of the site. Figure 1 shows the location of the proposed site. Access to the proposed Operations Center will be provided via two full access driveways. The first site access driveway is proposed on LaFranier Road to accommodate employees and visitors with a second access driveway on Hammond Road to provide bus access from the bus garage. The Transfer Station is proposed to have one access drive to LaFranier Road north of the proposed Operations Center drive. A connection between the two proposed developments is not planned due to the nature of the land uses and topographical/wetland characteristics of the site.

Trip Generation

Trip Generation, Tenth Edition, by the Institute of Transportation Engineers (ITE) and client provided trip generation data based on projected employees and bus routes were used to calculate the anticipated traffic that may be generated by the proposed site. Trips were calculated for the typical weekday morning and weekday afternoon peak hours. Trips are measured individually for inbound and outbound movements. Therefore, a visit to the site by a guest, for instance, generates two trips, one inbound and one outbound.

For the Operations Center, BATA provided traffic flow volume by time of day for both employees and busses as they come and go throughout a typical weekday (4 a.m. to Midnight). This information is provided in the appendix.

For the Transfer Center, the site is proposed to include 250 apartments, 15 cottages, a 4,000 square foot daycare, and a 48-space commuter parking lot that will utilize the bus transfer station. The most applicable land uses within the ITE Trip Generation Manual include Multifamily Housing – Mid-Rise (ITE Land Use Code 221), Single-Family Detached Housing (ITE Land Use Code 210), a Day Care Center (ITE Land Use Code 565), and a Park-and-Ride Lot with Bus or Light Rail Service (ITE Land Use Code 090).

Trips for the site were calculated for a typical weekday (total daily trips), typical weekday morning peak hour, and a typical weekday afternoon peak hour. Table 3 shows the typical weekday morning and weekday afternoon peak hour trips anticipated to be generated by the proposed development, respectively. The site is expected to generate approximately 2,330 total trips during a typical weekday, 209 weekday morning peak hour vehicle trips (94 inbound, 115 outbound), and 287 weekday afternoon peak hour vehicle trips (133 inbound, 154 outbound). Detailed trip generation calculations and BATA supplied trip information are included in the appendix.

Table 3. Weekday Morning and Afternoon Peak Hour Trip Generation Summary

Land Use		Size	AM			PM			Weekday Total
			Enter	Exit	Total	Enter	Exit	Total	
221	Apartment	250 Units	22	62	84	65	42	107	1361
210	Single-Family Detached Housing	15 Units	4	11	15	10	6	16	182
565	Daycare	4,000 sq ft	23	21	44	21	23	44	190
Provided	Transit Buses at transfer station		10	10	20	10	10	20	192
090	Park-and-Ride Lot with Bus or Light Rail Service	48 park spaces	20	5	25	13	37	50	236
Provided	Personnel at BATA Offices	85 employees	10	0	10	2	30	32	106
Site Plan	Visitors to BATA Offices	5 guest park spaces	5	0	5	0	5	5	0
Provided	Buses leaving bus garage		0	6	6	12	1	13	63
Total new trips:			94	115	209	133	154	287	2330

Trip Distribution

The directional distribution of the project-generated new trips was based upon existing travel patterns and engineering judgment. The approximate directional distribution to/from the proposed development for site-generated new trips is anticipated to be as follows:

To/from N on LaFranier	10%	To/from W on Airport	30%
To/from S on LaFranier	2%	To/from E on Hammond	20%
To/from E on Airport	25%	To/from W on Hammond	13%

Based upon the above distribution patterns for new trips, existing directional patterns along LaFranier Road and Hammond Road, and the current site plan layout, the anticipated peak hour site-generated traffic was assigned to the proposed driveways. BATA provided estimates for bus patterns such that buses will arrive and leave the transfer station with 70% to the north and 30% to the south on LaFranier Road. The bus garage is anticipated to have 90% of the traffic arrive and exit from the west and 10% to the east on Hammond Road. Figure 4 shows the total anticipated morning and afternoon peak hour trips for site-generated traffic upon full completion and occupancy of the proposed site.

The anticipated site trips were added to the background (2026) peak hour volumes to depict the estimated total future (2026) volumes during the weekday morning and weekday afternoon peak hours. Figure 5 shows the total anticipated future (2026) volumes.

Future (2026) Capacity Analysis

Intersection level-of-service calculations were completed to evaluate the future (2026) peak hour conditions at the study area intersections. Results of the level-of-service analyses are shown in Table 4 and in Figure 5. As shown, all movements are anticipated to operate at LoS "D" or better during the weekday morning and weekday afternoon peak hours except one right-turn movement as listed below. Copies of the *Synchro*® analyses for the future (2026) conditions are included in the appendix.

- The southbound right-turn movement at LaFranier Road/Airport Road intersection is anticipated to continue to operate at LoS "E" during the weekday morning and weekday afternoon peak hour. Given the large volume that this intersection serves, minimal impacts associated with the proposed development traffic, and the cost to add a right-turn lane, this level of service would generally be considered acceptable.

Table 4. Future (2026) Levels-of-Service and Delay

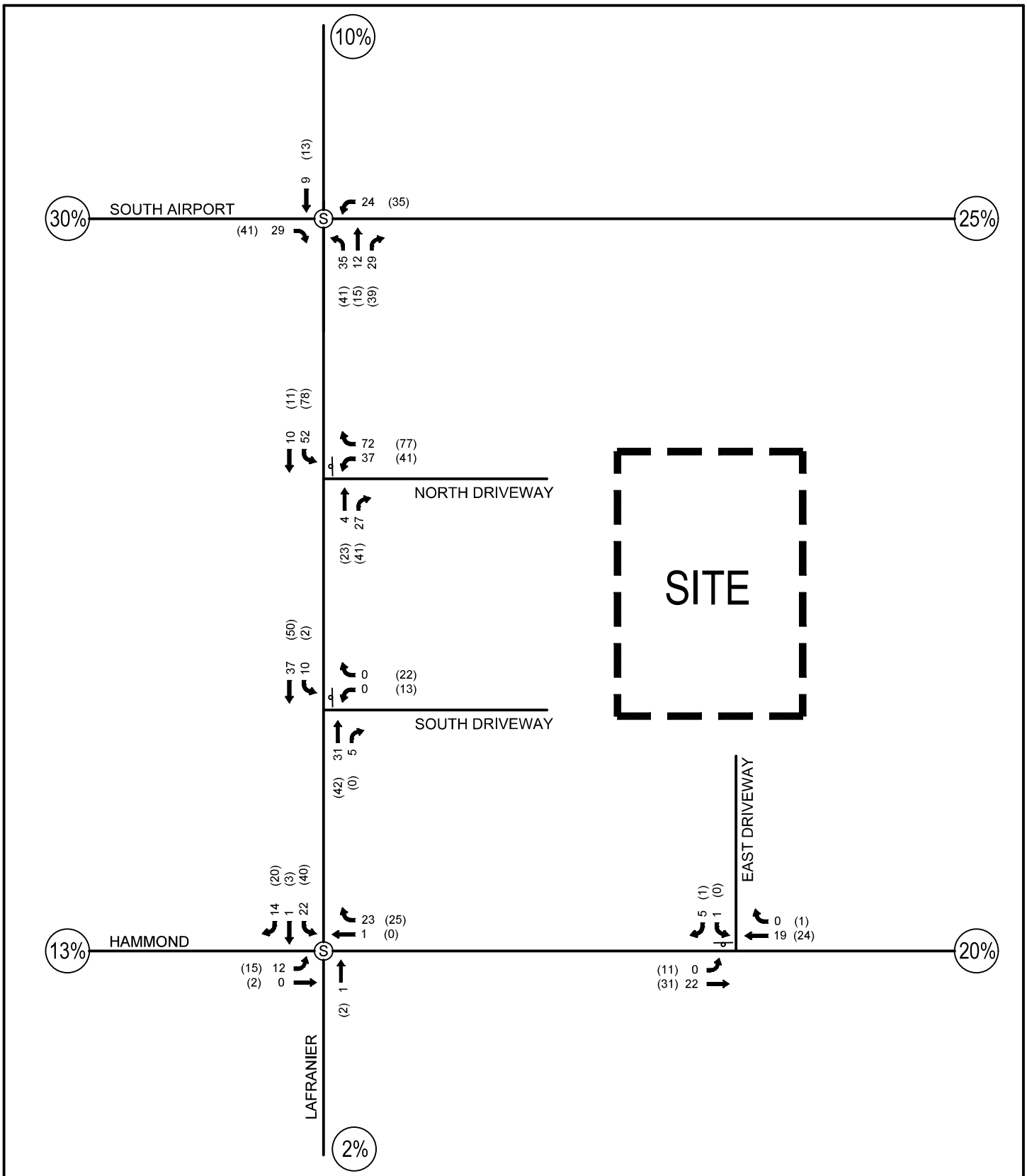
Intersection/ Movement	Background (2026) Conditions				Future (2026) Conditions			
	AM		PM		AM		PM	
	LoS	Delay	LoS	Delay	LoS	Delay	LoS	Delay
LaFranier/Airport								
Overall	C	31.8	D	38.5	C	33.4	D	41
EBL	C	21.2	C	32.4	C	22.4	C	32.4
EBT	C	29.2	D	41.1	C	32.5	D	44.7
EBR	C	23.9	C	32.3	C	27.3	D	37.6
WBL	C	20.6	C	26.9	C	22.2	D	35.3
WBT	C	28	D	38.1	C	29.7	D	38.1
WBR	C	24.6	C	23.6	C	25.9	C	23.6
NBL	D	35.6	D	36	D	37	D	46.3
NBT	D	39.9	D	41.3	D	38.7	D	42.7
NBR	C	33.3	D	39.3	C	32.8	D	41.9
SBL	D	38.4	C	34.5	D	38.3	D	35.4
SBT	D	44	D	39.1	D	44.3	D	39.3
SBR	E	64.7	E	63.3	E	64.6	E	63.1
LaFranier/Hammond								
Overall	C	27.4	D	40.1	C	25.9	D	45.6
EBL	B	19.7	C	25.1	C	23	C	26.9
EBT/R	B	18.9	C	25.9	B	19.6	C	26.5
WBL	B	15	C	22.8	B	15.7	C	23.4
WBT/R	C	30.9	D	48.9	D	35.3	E	57.4
NBL	D	40.7	D	39.2	D	40.7	D	39
NBT/R	D	46.8	E	56.5	D	46.9	E	57.5
SBL	D	37.5	D	41.1	D	38.5	D	50.8
SBT/R	D	37.4	C	29.9	D	37.1	C	30.1
Hammond/East Driveway								
Overall	-	-	-	-	A	0.1	A	0.2
EBT/L	-	-	-	-	A	0	B	10.2
WBT/R	-	-	-	-	A	0	A	0
SBL/R	-	-	-	-	D	26.8	B	11.7
LaFranier/North Driveway								
Overall	-	-	-	-	A	2.3	A	2.2
WBL/R	-	-	-	-	C	21.4	C	19.5
NBT/R	-	-	-	-	A	0	A	0
SBL	-	-	-	-	B	10.1	A	9.4
SBT	-	-	-	-	A	0	A	0
LaFranier/South Driveway								
Overall	-	-	-	-	A	0.1	A	0.4
WBL/R	-	-	-	-	A	0	B	14.9
NBT/R	-	-	-	-	A	0	A	0
SBL	-	-	-	-	A	9.8	A	8.9
SBT	-	-	-	-	A	0	A	0

Source: Progressive AE, March 2021

Future (2026) Improvements

Based on the results of the analyses performed, minor improvements at the site driveways to LaFranier Road and Hammond Road should be considered as follows:

- A northbound right-turn taper should be considered at the LaFranier Road/North Proposed Driveway.
- An eastbound left-turn lane should be further evaluated at the Hammond Road/East Proposed Driveway.



BATA DEVELOPMENT TRAFFIC IMPACT STUDY

LEGEND

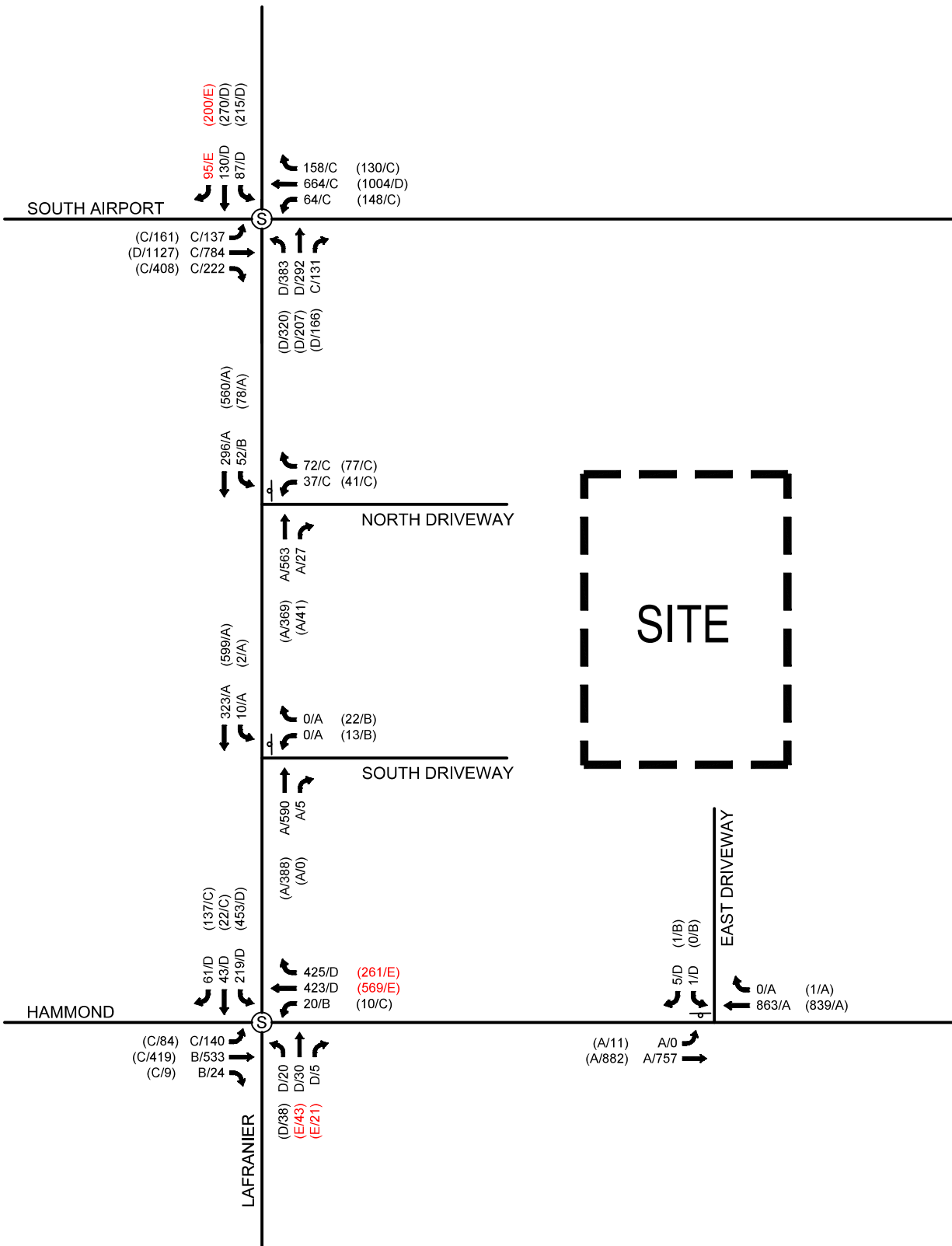
XX (XX) = AM (PM) GENERATED TRIPS

(X%) = DISTRIBUTION FOR NEW TRIPS

FUTURE (2026) TRIP DISTRIBUTION
+ TRAFFIC ASSIGNMENT



FIGURE
4



BATA DEVELOPMENT TRAFFIC IMPACT STUDY

LEGEND

- XX (XX) = AM (PM)
- A = LEVEL-OF-SERVICE
- Ⓢ = SIGNALIZED INTERSECTION
- Ⓟ = STOP-CONTROLLED

FUTURE (2026) PEAK-HOUR VOLUMES
+ LEVELS-OF-SERVICE



FIGURE
5

CHAPTER 5

FUTURE (2036) CONDITIONS

The purpose of this chapter is to summarize the anticipated future (2036) traffic conditions within the study area ten years after the completion of the proposed development.

Future (2036) Traffic Volumes

As with the future (2026) conditions, the existing peak hour volumes within the study area were increased by 1.0 percent annually to account for background traffic growth. As the analysis year is 2036 (17 years), existing 2019 traffic volumes were increased by 18.4 percent.

The site generated trips discussed in the previous chapter were added to the background (2036) volumes to depict the estimated total future (2036) volumes during the weekday morning and weekday afternoon peak hours. Figure 6 shows the total anticipated future (2036) volumes.

Future (2036) Capacity Analysis

Intersection level-of-service calculations were completed to evaluate the future (2036) peak hour conditions at the study area intersections. Results of the level-of-service analyses are shown in Table 5 and in Figure 6. As shown, all movements are anticipated to operate at LoS “D” or better during the weekday morning and weekday afternoon peak hours except for a few specific movements. Copies of the *Synchro*® analyses for the future (2026) conditions are included in the appendix.

Several movements at the study area intersections are anticipated to operate at LoS “E” or LoS “F” during the weekday morning and weekday afternoon peak hours as follows:

LaFranier Road at Airport Road

- The eastbound and westbound through movements at LaFranier Road and Airport Road are anticipated to operate at LoS “F” during the weekday afternoon peak hour. These high-volume movements grown at 1.0 percent for 17 years projects to operate poorly under existing infrastructure conditions. Future capacity improvements may be necessary to improve individual movement levels-of-service. This could be as simple as signal timing adjustments or may require significant infrastructure investments. Due to the length of this projection, it is recommended to monitor this intersection over time, adjusting signal timing as needed, until an infrastructure improvement is necessary.
- The northbound left-turn movement at LaFranier Road and Airport Road is anticipated to operate at LoS “E” during the weekday morning and weekday afternoon peak hours. Given the high volume of east/west traffic, grown over 17 years, it is likely to have several movements operate poorly during peak periods. Significant infrastructure improvements would likely be necessary to address capacity issues for this intersection and might be difficult to justify for the primary benefit of two peak hours for a given weekday. As mentioned above, it is recommended to monitor this intersection over time.
- The southbound right-turn movement at LaFranier Road and Airport Road is anticipated to continue to operate at LoS “E” during the weekday morning and weekday afternoon peak hour. Given the large volume that this intersection serves, minimal impacts associated with the proposed development traffic, and the cost to add a right-turn lane, this level of service would generally be considered acceptable.

LaFranier Road at Hammond Road

- The westbound through-right movement at LaFranier Road and Hammond Road is anticipated to operate at LoS “F” during the weekday afternoon peak hour. This high-volume movement grown at 1.0 percent for 17 years projects to operate poorly under existing infrastructure conditions. Future capacity improvements may be necessary to improve individual movement levels-of-service. This could be as simple as signal timing adjustments or may require significant infrastructure investments. Due to the length of this projection, it is recommended to monitor this intersection over time, adjusting signal timing as needed, until an infrastructure improvement is necessary.

- The northbound left-right movement at LaFranier Road and Hammond Road is anticipated to operate at LoS “E” during the weekday afternoon peak hour. Given the high volume of east/west traffic, grown over 17 years, is likely to have several movements operate poorly during peak periods. Significant infrastructure improvements would likely be necessary to address capacity issues for this intersection and might be difficult to justify for the primary benefit of two peak hours for a given weekday. As mentioned above, it is recommended to monitor this intersection over time.
- The southbound left-turn movement at LaFranier Road and Hammond Road is anticipated to operate at LoS “F” during the weekday afternoon peak hour. Given the large volume that this intersection serves, heavy left-turn traffic, and the cost to add an additional left-turn lane or roundabout, this level of service would generally be considered acceptable.

Future (2036) Improvements

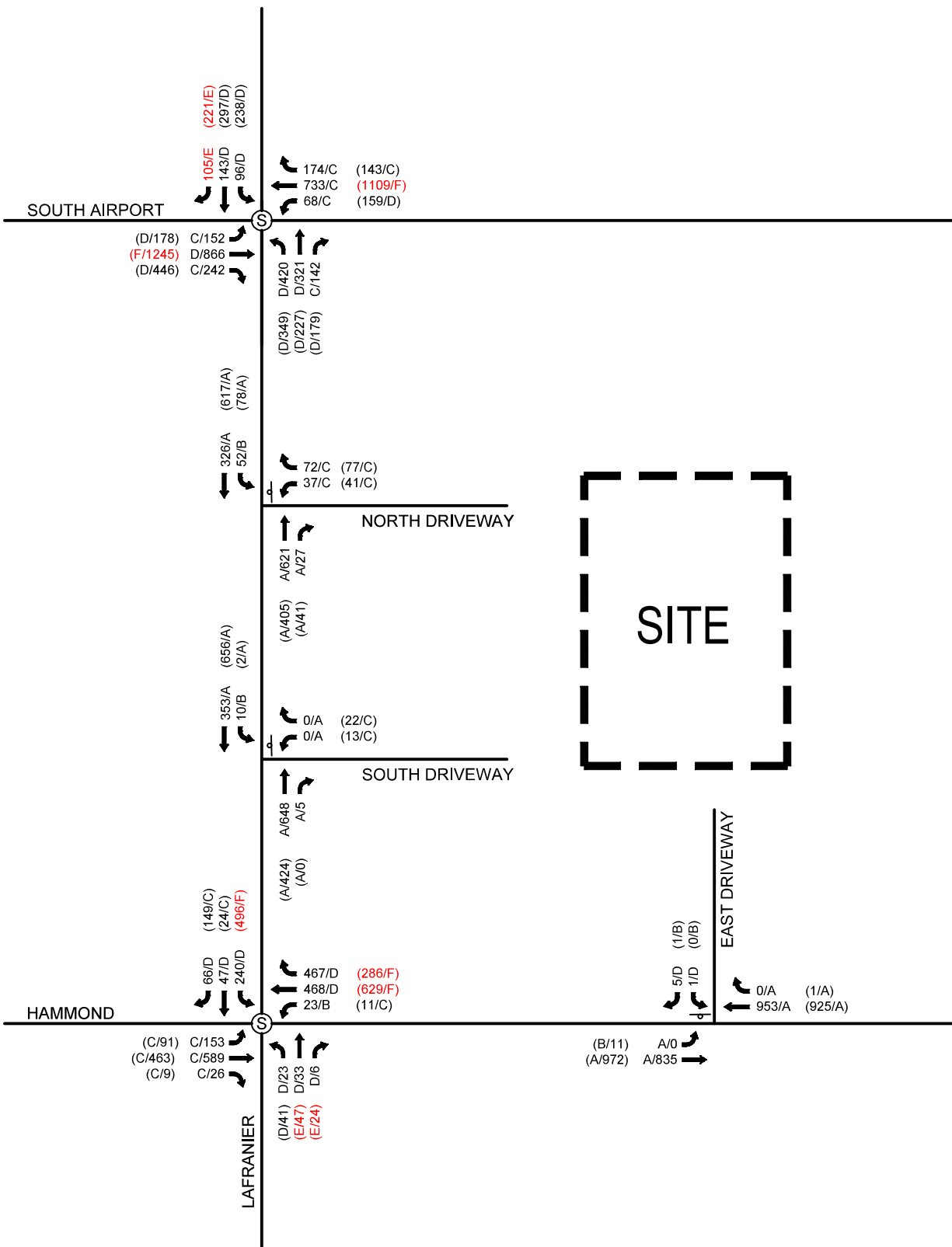
Based on the results of the analyses performed, no improvements to the surrounding roadway network would be recommended at this time. Future infrastructure improvements may be necessary at the study area signalized intersections; however, this is due in large part to anticipated growth of traffic volumes in the area and not specifically the traffic generated by the proposed development.

It is recommended to continue to monitor the study area signalized intersections and adjust signal timing as necessary to best balance the peak hour demands of the intersection. Eventually, physical capacity improvements, such as turn lanes or a roundabout, may be needed to address peak hour capacity issues. Alternatively, it may be prudent to accept some poor levels-of-service in the future for the ever-increasing urban environment of the study area intersections.

Table 5. Future (2036) Levels-of-Service and Delay

Intersection/ Movement	Future (2026) Conditions				Future (2036) Conditions			
	AM		PM		AM		PM	
	LoS	Delay	LoS	Delay	LoS	Delay	LoS	Delay
LaFranier/Airport								
Overall	C	33.4	D	41	D	37.2	E	60.3
EBL	C	22.4	C	32.4	C	27.4	D	47.5
EBT	C	32.5	D	44.7	D	39.4	F	85.2
EBR	C	27.3	D	37.6	C	29.8	D	49
WBL	C	22.2	D	35.3	C	25	D	42.4
WBT	C	29.7	D	38.1	C	33.9	F	62.5
WBR	C	25.9	C	23.6	C	28.4	C	25.5
NBL	D	37	D	46.3	D	40.5	E	56.9
NBT	D	38.7	D	42.7	D	40.1	D	43
NBR	C	32.8	D	41.9	C	32.5	D	41.7
SBL	D	38.3	D	35.4	D	37.7	D	38.7
SBT	D	44.3	D	39.3	D	43.8	D	38.8
SBR	E	64.6	E	63.1	E	69.1	E	69
LaFranier/Hammond								
Overall	C	25.9	D	45.6	C	33.7	E	61
EBL	C	23	C	26.9	C	30.3	C	28.5
EBT/R	B	19.6	C	26.5	C	20.6	C	27.9
WBL	B	15.7	C	23.4	B	16	C	23.9
WBT/R	D	35.3	E	57.4	D	43.8	F	84.3
NBL	D	40.7	D	39	D	40.4	D	38.4
NBT/R	D	46.9	E	57.5	D	47.7	E	60.7
SBL	D	38.5	D	50.8	D	42.5	F	71.6
SBT/R	D	37.1	C	30.1	D	37.9	C	30.2
Hammond/East Driveway								
Overall	A	0.1	A	0.2	A	0.1	A	0.2
EBT/L	A	0	B	10.2	A	0	B	10.6
WBT/R	A	0	A	0	A	0	A	0
SBL/R	D	26.8	C	15.6	D	32.2	C	16.6
LaFranier/North Driveway								
Overall	A	2.3	A	2.2	A	2.3	A	2.2
WBL/R	C	21.4	C	19.5	C	24.3	C	21.4
NBT/R	A	0	A	0	A	0	A	0
SBL	B	10.1	A	9.4	B	10.5	A	9.6
SBT	A	0	A	0	A	0	A	0
LaFranier/South Driveway								
Overall	A	0.1	A	0.4	A	0.1	A	0.4
WBL/R	A	0	B	14.9	A	0	C	15.9
NBT/R	A	0	A	0	A	0	A	0
SBL	A	9.8	A	8.9	B	10.2	A	9.1
SBT	A	0	A	0	A	0	A	0

Source: Progressive AE, March 2021



BATA DEVELOPMENT TRAFFIC IMPACT STUDY

LEGEND

- XX (XX) = AM (PM)
- A = LEVEL-OF-SERVICE
- Ⓢ = SIGNALIZED INTERSECTION
- Ⓟ = STOP-CONTROLLED

FUTURE (2036) PEAK-HOUR VOLUMES
+ LEVELS-OF-SERVICE



FIGURE
6

CHAPTER 6

CONCLUSIONS AND RECOMMENDATIONS

This chapter summarizes the results of the analyses performed as part of the study. Recommendations to improve the surrounding roadway network are also presented.

Conclusions

Based on the analyses performed as part of this study, the proposed BATA development will have minor impacts to the surrounding roadway network. The findings of this study are as follows:

Existing Conditions

The existing peak hour capacity analyses show all movements operate at LoS “D” or better during the weekday morning and weekday afternoon peak hours at all study area intersections except for the southbound right-turn movement at the LaFranier Road/Airport Road intersection. This movement currently operate at LoS “E” during the weekday morning and afternoon peak hours.

Background (2026) Capacity Analysis

Intersection level-of-service calculations were completed to evaluate the background (2026) peak hour conditions at the study area intersections. All movements are anticipated to operate at LoS “D” or better during the weekday morning and weekday afternoon peak hours except for some of the left-turn movements and one northbound movement. Copies of the *Synchro*® analyses for the background (2026) conditions are included in the appendix.

As with existing conditions, several movements at the study area intersections are anticipated to operate at LoS “E” during the weekday morning and weekday afternoon peak hours as follows:

- The southbound right turn movement at LaFranier Road and Airport Road is anticipated to operate at LoS “E” during the weekday morning and weekday afternoon peak hour. These movements increase their average delay slightly over existing conditions.
- The northbound through-right movement at LaFranier Road and Hammond Road intersection is anticipated to operate at LoS “E” during the weekday morning peak hour. This would be considered acceptable as this is a low volume movement with a short queue of less than three vehicles.

Future (2026) Capacity Analysis

Intersection level-of-service calculations were completed to evaluate the future (2026) peak hour conditions at the study area intersections. All movements are anticipated to operate at LoS “D” or better during the weekday morning and weekday afternoon peak hours except one right-turn movement as listed below. Copies of the *Synchro*® analyses for the future (2026) conditions are included in the appendix.

- The southbound right-turn movement at LaFranier Road and Airport Road is anticipated to continue to operate at LoS “E” during the weekday morning and weekday afternoon peak hour. Given the large volume that this intersection serves, minimal impacts associated with the proposed development traffic, and the cost to add a right-turn lane, this level of service would generally be considered acceptable.

Future (2036) Capacity Analysis

Intersection level-of-service calculations were completed to evaluate the future (2036) peak hour conditions at the study area intersections. All movements are anticipated to operate at LoS “D” or better during the weekday morning and weekday afternoon peak hours except for a few specific movements. Copies of the *Synchro*® analyses for the future (2026) conditions are included in the appendix.

Several movements at the study area intersections are anticipated to operate at LoS “E” or LoS “F” during the weekday morning and weekday afternoon peak hours as follows:

LaFranier Road and Airport Road

- The eastbound and westbound through movements at LaFranier Road and Airport Road are anticipated to operate at LoS “F” during the weekday afternoon peak hour. These high-volume movement grown at 1.0 percent for 17 years projects to operate poorly under existing infrastructure conditions. Future capacity improvements may be necessary to improve individual movement levels. This could be as simple as signal timing adjustments or may require significant infrastructure investments. Due to the length of this projection, it is recommended to monitor this intersection over time, adjusting signal timing as needed, until an infrastructure improvement is necessary.
- The northbound left-turn movement at LaFranier Road and Airport Road is anticipated to operate at LoS “E” during the weekday morning and weekday afternoon peak hours. Given the high volume of east/west traffic, grown over 17 years, is likely to have several movements operate poorly during peak periods. Significant infrastructure improvements would likely be necessary to address capacity issues for this intersection and might be difficult to justify for the primary benefit of two peak hours for a given weekday. As mentioned above, it is recommended to monitor this intersection over time.
- The southbound right-turn movement at LaFranier Road and Airport Road is anticipated to continue to operate at LoS “E” during the weekday morning and weekday afternoon peak hour. Given the large volume that this intersection serves, minimal impacts associated with the proposed development traffic, and the cost to add a right-turn lane, this level of service would generally be considered acceptable.

LaFranier Road and Hammond Road

- The westbound through-right movement at LaFranier Road and Hammond Road is anticipated to operate at LoS “F” during the weekday afternoon peak hour. This high-volume movement grown at 1.0 percent for 17 years projects to operate poorly under existing infrastructure conditions. Future capacity improvements may be necessary to improve individual movement levels. This could be as simple as signal timing adjustments or may require significant infrastructure investments. Due to the length of this projection, it is recommended to monitor this intersection over time, adjusting signal timing as needed, until an infrastructure improvement is necessary.
- The northbound left-right movement at LaFranier Road and Hammond Road is anticipated to operate at LoS “E” during the weekday afternoon peak hour. Given the high volume of east/west traffic, grown over 17 years, is likely to have several movements operate poorly during peak periods. Significant infrastructure improvements would likely be necessary to address capacity issues for this intersection and might be difficult to justify for the primary benefit of two peak hours for a given weekday. As mentioned above, it is recommended to monitor this intersection over time.
- The southbound left-turn movement at LaFranier Road and Hammond Road is anticipated to operate at LoS “F” during the weekday afternoon peak hour. Given the large volume that this intersection serves, heavy left-turn traffic, and the cost to add an additional left-turn lane or roundabout, this level of service would generally be considered acceptable.

Recommendations

Based on the results of the analyses performed, minor improvements at the site driveways to LaFranier Road and Hammond Road should be considered as follows:

- A northbound right-turn taper should be considered at the LaFranier Road/North Proposed Driveway.
- An eastbound left-turn lane should be further evaluated at the Hammond Road/East Proposed Driveway.

Future infrastructure improvements may be necessary at the study area signalized intersections; however, this is due in large part to anticipated growth of traffic volumes in the area and not specifically the traffic generated by the proposed development.

It is recommended to continue to monitor the study area signalized intersections and adjust signal timing as necessary to best balance the peak hour demands of the intersection. Eventually, physical capacity improvements, such as turn lanes or a roundabout, may be needed to address peak hour capacity issues. Alternatively, it may be prudent to accept some poor levels-of-service in the future for the ever-increasing urban environment of the study area intersections.



April 28, 2021

John Sych, AICP
Planning Director
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

RE: Traffic Impact Study Review
BATA PUD

Dear Mr. Sych:

As requested, I have reviewed the traffic impact study (TIS) for a proposed development to be located in the northeast quadrant of Hammond Rd and Lafranier Rd in Garfield Township. There are two components to the development, an approximately 90,000 square-foot bus storage and maintenance facility (Operations Center) and bus transfer station with multifamily housing (Transfer Center), which is proposed to include 250 apartments, 15 cottages, a 4,000 square foot daycare, and a 48-space commuter parking lot that will utilize the bus transfer station.

The TIS was prepared by Progressive AE and is dated March 5, 2021. The development analysis is based on a site plan for the Operations Center prepared by Mansfield and dated January 25, 2021. The Transfer Center Plan was prepared by McKenna and dated January 11, 2020.

After reviewing the TIS report and appendixes, I recommend the study be revised with additional information and resubmitted. There are points that should receive clarification.

Beyond the proposed site driveways, the TIS evaluated the potential impacts at two signalized intersections, Lafranier Rd at Hammond Rd and at So. Airport Rd. This study area is too limited, the evaluation should have also included the intersection of Garfield Rd at Hammond Rd. Progressive AE should incorporate an analysis of this location.

We note that the traffic data collection occurred prior to the COVID-19 pandemic. In point of fact, they are the counts conducted for the traffic signal optimization project for GTCRC. So obtaining the additional traffic data for the analysis of Garfield Rd at Hammond Rd should not be a problem. I note that the trip generation used in this report appears reasonable, as are the assumptions on trip distribution.

The key failure of the TIS is the lack of identifying reasonable mitigations for the poor traffic operations noted for select movements. The substandard LOS for southbound right turns of Lafranier at Airport and the westbound right turns of Hammond at Lafranier are certainly noted, but without any practical alternatives mentioned, let alone evaluated. I do not have access to the modeling Progressive AE used in the TIS, but it appears that obvious solutions were overlooked.

For example, consider the case of the poor operations for the southbound right turns of Lafranier Rd at So. Airport Rd. There is already a dedicated right turn lane. The anticipated 200 right turns an hour in the p.m. peak of 2026 is substantial, but not massive. Beyond the turns on green, a very small number may be expected to be



made as turns on red after stopping. Adding a second, dual right would have grave impacts regarding the need for additional road right-of-way. This is a classical situation for modifying the traffic signal to provide a right turn green arrow that would overlap the eastbound left turn signal, significantly improving throughput for the southbound right turns.

Similarly, the congestion related to the westbound right turns of Hammond Rd at Lafranier Rd has a straightforward solution. Those 425 right turns an hour in the a.m. peak of 2026 are making the turn from a lane that is shared with through movements. A dedicated right turn lane should be considered to be added to the intersection. These are perfectly obvious conclusions that should have been made; Progressive AE should revise the TIS to see if these or other mitigations would suffice to improve operations for the critical movements at the subject locations.

I would be happy to answer any questions you may have concerning these comments.

Sincerely,
OHM Advisors

A handwritten signature in black ink, reading "Stephen B. Dearing", positioned above a horizontal line.

Stephen B. Dearing, PE, PTOE
Practice Leader Traffic Engineering

OHM JN 1234-21-0020



May 5, 2021

John Sych, AICP, Planning Director
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

Re: BATA Traffic Impact Study Review Letter

Dear Mr. Sych,

Progressive AE has received the review comments from the Township's reviewing consultant dated April 28, 2021. We submit the following as our response for consideration of the review comments in the order in which they were presented in the review letter. Comments from the letter are identified in bold italic.

This study area is too limited, the evaluation should have also included the intersection of Garfield Road at Hammond Road.

The study is being requested to be revised with additional information and resubmitted. The claim is that the study area is too limited. Pre study conversations with the Township and Road Commission led to an email dated January 21, 2021 confirming the study area with you. At that time, the intersection of Garfield Road and Hammond Road was discussed and decided to not be included in the study area.

The key failure of the TIS is the lack of identifying reasonable mitigations for the poor traffic operations noted for select movements.

The review comments proceed to criticize the study for not identifying reasonable mitigations for poor traffic operations noted for selected movements at the Lafranier Road intersections with Airport Road and Hammond Road. However, the study states directly:

The purpose of this traffic impact study was to analyze the potential impacts of the planned development and to identify what physical and/or operational roadway system improvements may be necessary to mitigate existing or anticipated background issues, and/or impacts created by this development's traffic.

Lafranier Road at Airport Road

The traffic study review cites the southbound right-turns at the Lafranier Road/Airport Road intersection as an example that was not mitigated. Under existing conditions, the questioned movement operates at LoS "E" during the morning and afternoon peak hour. The proposed development generates zero trips for that movement and the movement is anticipated to continue to operate at LoS "E" for the future (2026) conditions. Despite the existing level-of-service and no expected development impacts to that movement, future mitigation measures are indeed included in the study recommendations:

It is recommended to continue to monitor the study area signalized intersections and adjust signal timing as necessary to best balance the peak-hour demands of the intersection. Eventually, physical capacity improvements, such as turn lanes or a roundabout, may be needed to address peak hour capacity issues. Alternatively, it may be prudent to accept some poor levels-of-service in the future for the ever-increasing urban environment of the study area intersections.

Hammond Road at Lafranier Road

Similarly, with the concerns related to the westbound right-turns at the Hammond Road/Lafranier Road intersection, future signal timing adjustments are suggested to mitigate the LoS "E" for the afternoon peak hour if or when they do eventually occur. The level-of-service for the 425 projected westbound right turns at the Hammond Road/Lafranier Road intersection in the future (2026) morning peak hour is expected to operate at an acceptable LoS "D". The afternoon peak hour levels-of-service for this movement can be addressed by the recommended future signal timing adjustments; however, these timing adjustments would include modifying the cycle length which may or may not be beneficial to the corridor as a whole. With background knowledge of the ongoing GTCRC signal optimization project, as noted in the review letter, it was believed that signal timing adjustments would be best identified to meet the needs of that project rather than to suggest specific localized timings at this intersection that may not fit with network objectives (especially five years in advance of the expected new trips).

Furthermore, the BATA site is only adding 25 peak hour trips to the westbound right-turn movement during the afternoon peak hour. While the widening of the road to construct a dedicated right-turn lane would improve intersection operations, the potential need for the right-turn lane is not being driven by the traffic generated by the proposed development, but the existing traffic currently making this movement.

At the direction of Garfield Township, Progressive AE can update the traffic study with specific recommendations to mitigate existing and/or background conditions or expand the scope of the study to include additional intersections; however, such an effort would yield similar conclusions as the BATA project should not be expected to mitigate issues unrelated to their specific impacts to the roadway network.

Sincerely,




Christopher E. Zull, PE
Transportation Practice Leader

6. Parking Program for Carriage Flats Multi-Family

TRAVERSE CITY HOUSING COMMISSION

150 PINE STREET | TRAVERSE CITY | MICHIGAN | 49684

MEMORANDUM

DATE: July 30, 2021
TO: John Sych, Planner, Garfield Township
FROM: Tony Lentych, Executive Director 
SUBJECT: PUD – Parking Issue Documentation

MESSAGE:

Attached to this memorandum are all of the supportive materials that the Traverse City Housing Commission (TCHC) has submitted at various times earlier this year regarding parking on our current properties and how we intend to manage parking on our property now known as the Flats at Carriage Commons.

Since this is a Transit Oriented Design project, we appreciate the adjustment of the parking regulations normally reserved for more traditional developments. While we are confident that parking will not be an issue on this property, we are more than happy to share the steps we will undertake to monitor the parking issue.

Due to the nature of our more urban properties, TCHC expends a considerable amount of staff time maintaining and managing our parking operations. We do this through the lease, our parking permit process, property signage, and enforcement. TCHC keeps meticulous records of our resident's vehicles so that when we find a suspected "unauthorized" vehicle, we can address the issue immediately.

During the move-in process, parking rules for residents are explained in detail – both for themselves AND for their guests. Language from our current Residential Lease:

32. RULES AND REGULATIONS:

A. Parking (Resident): All automobiles parked on the apartment grounds must have current license plates, property parking permit, and must be maintained in operable condition.

- 1) Each unit will be assigned only one parking permit.
- 2) No car washing or car repairing shall be done in the drive/road ways or parking area.
- 3) You may only park registered vehicles in designated areas. There is to be no parking on the grass, sidewalks, or any other area of the apartment grounds.
- 4) Parking regulations are strictly enforced and violators will be towed at owner's expense.

- B. Parking (Guests):** Your guests may park in designated “Visitor” spaces only. Short-term overflow parking for your guests is provided at the transfer station commuter parking lot.
- C. Parking (Other):** No trailers, recreational vehicles, jet skis, snowmobiles, or boats are permitted on the premises. Violation of these rules will result in immediately towing, without notice, at the owner’s expense. The parking of commercial vehicles or any vehicle than regularly used passenger cars by Resident(s) or their guests, within the limits of the apartment grounds is strictly prohibited.

When residents apply for a mandatory parking permit, we remind them of their rights and responsibilities as a vehicle owner. Language from our **Parking Permit** application:

Your vehicle – you are only allowed one vehicle – must display an official ***TC Housing Parking Permit*** at all times. This permit should be displayed in lower window of the front passenger seat. Please remember, it is your responsibility to notify the office when you acquire a different vehicle. All vehicles must be registered with the State of Michigan. Any vehicle that is not registered, or that is disabled in any way, will be towed off the property at your expense.

For this particular property, we will develop and maintain appropriate signage (samples are attached) for parking and wayfinding. We mark our parking lots with signage regarding speed, emergency vehicle traffic and general parking. This will be no different at the Flats at Carriage Commons.

Members of our maintenance team, along with our property management team, actively monitor our parking lots on all of our properties. We immediately respond to all complaints whether in written or oral form from concerned residents or neighbors.

Let me conclude by stating that we will meet with you and your team at any time about this issue. We agree that a more formal review will be recommended to occur between our two main housing phases and we are happy to meet that requirement.

Please contact me directly should you have any additional questions or require any additional clarifications of the materials submitted.

ATTACHMENT: The Flats at Carriage Commons “Draft” Lease
TCHC Parking Permit Application
TCHC Parking Permits (Sample)
TCHC Parking Lot Signage at Riverview Terrace

FLATS AT CARRIAGE COMMONS LEASE AGREEMENT

(Template)



NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM LEGAL COUNSEL OR OTHER QUALIFIED PERSON.

THIS LEASE, made on **DATE** between **TBD, LLC** ("Owner") whose address for the purpose of notice under Michigan Compiled Laws ("MCL") 554.631 to 554.641 is **150 PINE STREET, TRAVERSE CITY, MICHIGAN, 49684** ("Leasing Office") herein, and **NAME HERE**, "Resident" herein.

OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Owner leases to Resident, and Resident leases from Owner, subject to the terms and conditions of this lease, an apartment located in **CARRIAGE FLATS, LAFRANIER ROAD, TRAVERSE CITY, MICHIGAN, 49686**, and unit identified as _____ (the "premises" herein) together with any furnishings, fixtures, and other personal property furnished by Owner for Resident's use for the original term of **12** months beginning on the **1st** day of **JANUARY 202X**, and ending on the **31st** day of **DECEMBER, 202X**.
2. **RESERVATION FEE:** Resident paid a fee in the amount of **\$00.00** to Owner, on **DATE** as a **RESERVATION FEE** to reserve the Premises. This fee shall be applied toward Resident's first month's rent. Reservation fee shall not be refunded.
3. **RENT:** All rent payments shall be made in the form of check or money order, payable to **TBD, LLC** ("Owner") and delivered to the authorized agent at **150 PINE STREET, TRAVERSE CITY, MICHIGAN, 49684**. Resident agrees to lease the Premises and pay rent in the amount of **SEVEN HUNDRED DOLLARS (\$700.00)** to Owner for the Term in paragraph 1 above.

RENT SCHEDULE: Rent in the amount of **\$700** is due on the **FIRST** day of each month and is paid in advance except for rent from **INITIAL MOVE IN DATE INFORMATION HERE**.

The rent payment shall cover rent and the following utilities: **WATER, SEWER, AND TRASH COLLECTION**. All other utilities must be separately contracted for and paid by Resident. The first rent payment shall be delivered to Owner's manager upon the execution of this Lease.

4. **LATE RENT:** Owner shall charge a late fee of **\$50.00** for any rent payment not received on or before the **5th** day of the month such payment is due, which the parties agree represents a fair and reasonable estimate of the cost of processing late payments. If the Rental Payment and all other amounts due by the Resident to the Owner, past or present, is not received by the close of business on the **8th** day of the month, an additional **\$50.00** will be assessed to the Resident to reimburse the Owner for the additional administrative expenses associated with late payment. If any check given to Owner in payment of any obligation hereunder is returned for insufficient funds, an additional charge of **\$25.00** shall be added to the rent due hereunder, which charge shall be in addition to any late fees. All late rent payments or payments made to cover checks that have been returned for insufficient funds must be paid at the Leasing office in the form of a cashier's check or money order. Resident understands that in the event rent payments are received late three times during the lease term, Owner has the right to terminate Resident's tenancy.



5. **SECURITY DEPOSIT:** Resident has deposited with Owner the sum of **\$700.00** as a Security Deposit, which will be deposited in the following regulated institution: **TBD Bank**, to be used to reimburse Owner for damages to the premises or ancillary facilities that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling or to pay Owner for all rent in arrearage under this lease. Resident is to return the premises to Owner in the same condition as received from Owner, reasonable wear and tear excepted. Notwithstanding the use of the Security Deposit by Owner, Resident shall remain liable for any deficiencies or balance remaining unpaid.
6. **NOTICE TO RESIDENT: YOU MUST NOTIFY OWNER IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU CAN RECEIVE MAIL; OTHERWISE OWNER SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**
7. **UTILITIES:** Owner shall not be liable for any damages or claims due to the failure or interruption of utility service including cable or dish and high speed internet access, due to acts of God, extreme weather, war, terrorist activity, or any act or cause beyond Owner's control.
8. **USE:** The premises shall be occupied solely as a private residential apartment and for no other purpose and only by Resident and those persons listed below:
 - a. Name: _____
 - b. Name: _____

Only the persons named on this lease shall be allowed to reside in the Premises. Resident further understands that if more than the number of persons named in this Lease shall occupy Premises, that the Owner shall have the right to terminate this Lease. Resident will also indemnify Owner for any fines, fees, or costs (including reasonable attorney fees) for over occupancy if more than the number of persons named in this Lease shall occupy Premises.

9. **CONDITION OF PREMISES:** Resident agrees that no representation as to the condition of the premises has been made except as herein contained and that no promise to decorate, alter, repair or improve the premises prior to or during the term had been made, unless provided in this lease. **REPAIRS AND MAINTENANCE; DAMAGE TO PREMISES:** Notwithstanding any other term or condition of this lease, Resident expressly agrees that Resident (and the Resident's co-obligor, if applicable) shall be liable to Owner or Owner's hazard insurer for any fire damage or any other damage to the real or personal property of Owner negligently or intentionally caused by Resident, occupants listed in paragraph 4, or guests thereof. Damages pursuant to this paragraph will include the cost to repair or replace damaged property and/or loss of rental income. Repairs required hereunder shall be determined by Owner, and Owner shall cause the same to be made and performed at Resident's cost, and Resident shall pay the cost thereof as additional rent. If the demised premises shall be rendered untenable by the negligent or intentional acts of Resident, occupants listed in paragraph 4, or guests thereof, Resident shall be liable for an amount equal to the rental installments required herein. Owner shall make required repairs and maintenance to heating and air conditioning equipment and to appliances furnished for Resident's use without charge to Resident unless such repairs or maintenance are necessary because of the negligent or intentional act or omission of Resident, occupants listed in paragraph 4, or guests thereof, in which case Resident shall be liable for such maintenance and repairs. Resident throughout the term will maintain the premises and all equipment, fixtures and property furnished by Owner for Resident's use in good condition and repair and will allow no waste of any utilities provided by Owner. Resident shall pay the expense of replacing cracked and/or broken window glass in the premises, assuming this damage was not caused by the acts or omissions of Owner(s) or Owner(s) agent(s). Resident shall keep the window glass clean at all times.

10. **ALTERATIONS:** Resident shall make no alterations to the premises without the prior written consent of Owner, Management, or Managing Agent.
11. **NO ASSIGNMENT OR SUBLETTING:** Resident shall not assign or transfer this lease or sublet the premises. This includes but is not limited to Resident giving accommodation in the Premises to another person not named on this Lease for any period of time in excess of 14 days in any calendar year. Resident acknowledges and agree that this paragraph applies to renting the Premises in any manner, including, but not limited to: Airbnb, Craigslist, and any similar website.
12. **PETS:** Resident(s) shall keep no pets, in, at, or about the premises for any period of time.
13. **EQUIPMENT USE:** This lease shall not be affected and there will be no diminution or abatement of rent and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any service (including but not limited to heating or air-conditioning) or utilities or any inconvenience or discomfort arising from repairs or improvements made in the premises or any other part of the apartment building or common areas or facilities providing the premises is habitable and Owner makes the repairs or improvements in a reasonable time.
14. **ACCESS TO PREMISES:** Resident shall allow Owner or Owner's agents reasonable access to the premises to make repairs, alterations or improvements and allow inspection of the same by insurance carriers and representatives, fire department inspectors, police, and local health authorities to the extent permitted by law.
15. **ENTRY:** If Resident shall have removed all or substantially all of Resident's property from the premises to the extent that it amounts to abandonment of the premises, Owner may immediately enter the premises without abatement of rent, and such acts shall have no effect upon this lease.
16. **COMMON AREAS, FACILITIES, STORAGE:** Common areas and parking, laundry, recreational and other facilities available for Resident's use shall at all times remain under the control of Owner, and Owner shall have the right to regulate, limit or deny the use thereof by anyone. Resident shall be fully responsible and liable for the acts or omissions of Resident, occupants listed in paragraph 4, or guests thereof, for any such use. Use by Resident of any storage space shall be at Resident's sole risk and responsibility and Owner shall not be liable for any loss by theft or damage to property stored or left therein. Common areas do not include any pond. Resident, occupants listed in paragraph 4, or guests thereof, are strictly forbidden to enter on or in any pond for any purpose or to allow anything to be placed or inserted therein.
17. **PROPERTY LOSS OR DAMAGE:** Owner or Owner's agents shall not be liable for any damage to or loss of any property of Resident or anyone else by theft, fire or other casualty, to the extent permitted by law. No policy of fire, casualty or other insurance maintained by Owner on the premises shall be available to insure against loss of or damage to Resident's personal property. It is recommended that Resident purchase an insurance policy insuring Resident against any such loss of, or damage to Resident's personal property, and further insuring Resident against any liability the Resident might incur under this lease. Owner or Owner's agents shall not be liable for any damage or loss caused by other Residents or persons in, on or about the premises, apartment building and other areas, to the extent permitted by law.
18. **DAMAGE OR DESTRUCTION OF PREMISES:** Subject to the provisions of paragraph 6, if the premises are partially damaged by fire or other casualty but can be restored to tenantable condition, Owner shall repair the premises with reasonable dispatch. The Resident's obligation to pay rent shall be suspended during the time that the premises remain untenable. Subject to the provisions of paragraph 7, if the premises are destroyed by fire or other casualty or if the premises cannot be restored to tenantable

condition within a reasonable time, either party shall have the right to terminate this lease by written notice to the other party. Owner shall not be liable or responsible for any reasonable delay, nor shall Owner be responsible for providing housing while these repairs are being made.

19. **ACCELERATION:** If Resident should default under this Lease, Owner shall have the right to accelerate the payment of the rent reserved for the balance of the term of this lease and declare said amount due and payable to Owner forthwith. If Owner should elect to accelerate as above provided, Resident may not be liable for the total accelerated amount claimed by Owner because of Owner's obligation to minimize damages, and either Management or Resident may have a court determine the actual amount, if any, owed by Resident as a result of Owner's acceleration. **EXCEPTION:** A Resident who has occupied a rental unit for more than 13 months, may terminate a lease by a 30-day written notice to Management with no acceleration charge past the 30-day notice.
20. **TERMINATION OF LEASE:** Resident may terminate this lease by a 60-day written notice to the Owner if one (1) of the following occurs:
- The Resident becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the Owner with written proof of eligibility.
 - The Resident becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement.
21. **TERMINATION AND RENEWAL:** This lease may be terminated by either Owner or Resident at the end of the original term, or at the end of any renewal term thereafter, upon the party desiring to terminate giving to the other party thirty (30) days prior written notice of such party's intention to terminate this lease. If the Resident desires to renew this lease thirty (30) days prior to the termination of this lease or any renewal thereof, Resident may do so by giving Owner written notice of Resident's desire to renew this lease; this lease may be renewed for such period and under such terms and conditions as may be agreeable to Owner and Resident. If neither Owner nor Resident shall give any of the notices provided for in this paragraph within the time provided, tenancy shall automatically become month-to-month from and after the expiration of the term of this lease or any renewal thereof. Rental rate for said month-to-month tenancy shall be the current rental rate for similar apartments within the same property in effect at that time plus ten percent (10%) of the monthly rental rate for similar apartments within the same property. All other provisions of this lease, not inconsistent with this paragraph, shall remain in full force and effect during the term of the month-to-month tenancy.
22. **EARLY TERMINATION.** Provided Resident(s) is not in default hereunder at the time of giving notice, strictly complies with all of the provisions of this paragraph, and termination is effective on the last day of the calendar month, Resident may terminate this agreement before the expiration of the original term by:
- Giving Owner one (1) full calendar month (e.g., the entire month of May) advance written notice; plus
 - Paying all monies due through date of termination; plus
 - Paying an additional amount equal to **two (2) full months of rent** as liquidated damages; plus
 - The security deposit shall also be forfeited as liquidated damages.
 - The foregoing shall not relieve Resident of his responsibilities and obligations regarding any damage to the apartment.

23. **ACTS OF DEFAULT AND REMEDIES OF OWNER:** If:

- Resident fails to pay the rent or additional rent or other sums when due; or,



- b. Resident violates or defaults in the performance or compliance with any of the terms and conditions of this lease; or
- c. Resident shall have made any misrepresentation in the application for this lease; or
- d. In the event of willful, wanton, dangerous or criminal misconduct by Resident, occupants listed in paragraph 4, or guests thereof; or,
- e. Resident damages the premises above and beyond normal wear and tear; then Owner may, upon two days written notice to Resident, terminate this lease and reenter the Premises as provided by law. Resident and all other occupants will surrender the amount equal to the expense incurred by Owner for reentry, and reletting the premises; Further, Resident shall remain liable to Owner for the amount equal to the rent provided in this lease for the entire term of this lease or until Owner rerents the premises, whichever shall first occur.

24. **HOLD-OVER / ABANDONMENT:** Upon any termination of this lease, Resident shall yield immediate possession of the premises to Owner, and failing to do so, shall pay Owner rent for each day of such withholding plus expenses or damages suffered by Owner and/or Residents to whom the premises shall subsequently be rented or leased. Prior to expiration or lawful termination of the lease, the Resident shall promptly remove all personal property. If Resident fails to remove personal property, then Owner may consider any personal property left behind as abandoned. If Owner notifies Resident of its intent to treat the property as abandoned and advises Resident the date of disposal of the property, Owner may dispose of the property. Notice will be by mailing notice to the last known address and posting notice on the apartment door. Disposal of the property will be no sooner than fifteen (15) days after date of mailing and posting the notice. Owner may move the property from the apartment to another location prior to the date of disposal in order to re-rent the premises. It is agreed by Resident that Owner shall not be responsible for damage or loss to value of such property if Owner follows the above procedure.
25. **SMOKE DETECTOR(S):** It is the responsibility of the Resident(s) to maintain all apartment smoke detectors in proper working order. Resident(s) agrees to test batteries (if applicable) once a month and replace them when necessary. Under no circumstances will Resident(s) disconnect any of the smoke detectors in the apartment.
26. **NOTICES:** All notices to be given to Resident shall be served upon Resident personally, (which includes attaching to Resident's front apartment door) or by regular U.S. mail addressed to Resident at Resident's apartment at the premises. Said acts by Owner shall constitute serving notice on Resident both for purposes of this lease and for legal purposes. Any notice by Resident to Owner must be in writing and delivered personally or via regular U.S. mail to Owner at the Apartment business office.
27. **MODIFICATIONS:** No amendment or modification of this lease shall be binding unless in writing and signed by the parties hereto or their authorized agent with the exception of a change in late fee amounts and imposed dates which will require a 30 day written notice prior to implementation.
28. **RENT INCREASE:** Regardless of any contrary language contained in this Lease Agreement, Owner may increase the amount of monthly rent due under this Lease upon forty-five (45) days written notice to Resident, in which event Resident shall have the election, upon thirty (30) days written notice to Owner, to cancel this Lease Agreement, or to continue the Lease at the increased rental amount.
29. **DEFINITIONS, BINDING EFFECT AND SAVINGS CLAUSE:** The term "Owner" as used in this lease means only the owner of the premises in question. The words "Owner" and "Resident" shall include singular and plural, masculine and feminine and individual and corporate persons. If there shall be more than one Resident, they shall be jointly and severally liable hereunder. If any provision of this lease shall be invalid, unlawful or unenforceable to any extent, the remainder of this lease shall not be affected thereby.

30. **COSTS / ATTORNEY FEES:** Resident shall pay, as additional rent, attorney fees, court costs and other costs and expenses incurred by Owner because of any violation or default of Resident under this lease to the extent permitted by law, or incurred by Owner in enforcing the terms of this lease against Resident.
31. **SECURITY:** Owner and Resident agree that Owner shall not furnish nor be responsible to Resident, listed in paragraph 4, or guests thereof, for security or protection of their person or property, and Resident acknowledges that Owner has made no representation with respect to such security or protection.

32. RULES AND REGULATIONS:

- a. **Parking (Resident):** All automobiles parked on the apartment grounds must have current license plates, property parking permit, and must be maintained in operable condition.
- 1) Each unit will be assigned only one parking permit.
 - 2) No car washing or car repairing shall be done in the drive/road ways or parking area.
 - 3) You may only park registered vehicles in designated areas. There is to be no parking on the grass, sidewalks, or any other area of the apartment grounds.
 - 4) Parking regulations are strictly enforced and violators will be towed at owner's expense.
- b. **Parking (Guests):** Your guests may park in designated "Visitor" spaces only. Short-term overflow parking for your guests is provided at the transfer station commuter parking lot.
- c. **Parking (Other):** No trailers, recreational vehicles, jet skis, snowmobiles, or boats are permitted on the premises. Violation of these rules will result in immediately towing, without notice, at the owner's expense. The parking of commercial vehicles or any vehicle than regularly used passenger cars by Resident(s) or their guests, within the limits of the apartment grounds is strictly prohibited.
- d. Windows and outside doors must be closed during rain or inclement weather. Resident(s) is responsible for any water damage to Resident(s) blinds, walls, window sills, carpeting, and/or furnishings caused through the Resident(s) neglect.
- e. Pouring cooking oil or grease into the sinks or toilets is forbidden. Such material shall be disposed of by placing in the rubbish containers. Resident(s) shall place rubbish in the container in compact bundles or sacks, wrapping wet items to prevent odors. Container lids shall be kept closed at all times.
- f. Toilets and other equipment shall be used only for the purpose for which they are intended. Sanitary napkins, tampons, applicators, and diapers are only to be disposed of in rubbish containers. Resident shall be liable for any damage to the plumbing caused by nonconformance with this rule.
- g. Sidewalks, entrance courts, vestibules, stairways, laundry rooms, corridors and halls must not be obstructed or used for any purpose other than ingress and egress. No personal property of any kind shall be stored outside of the premises or any storage areas provided.
- h. No signs, flags, advertisement, notice or other lettering shall be exhibited outside or visible from outside the apartment.
- i. No awning or anything else shall be attached to the building. No radio, television aerials, satellite dish, or wires shall be erected in or about any part of the premises without written consent. No equipment or appliances shall be installed which will increase the cost or interfere with the operation of the apartment building or the safety of utilities or services or cause a nuisance to other residents. No additional air conditioning unit shall be installed or other alterations or additions made to the premises.
- j. No Resident(s) shall alter any lock or install a new lock or knocker on any door of the premises. In the event the lock is changed, Management will immediately remove the lock and replace the lock with our lock without notice. Key Cards can be obtained at the office. Installation of any chain lock or knocker will result in the replacement cost of the door to the Resident(s).

- k. No Resident(s) shall allow anything whatsoever to fall from the windows or doors of the premises, nor shall any Resident(s) sweep or throw from the premises any dirt or substance into any of the corridors, halls, or elsewhere in the building or outside of the building.
- l. Nothing shall be done in or about the building which will interfere with the rights, comforts, or convenience of the other Resident(s). No musical instruments, radios, televisions and/or stereos shall be operated in manner that is disturbing or annoying to the other residents, nor shall disturbing noises being made at any time.
- m. The trees and shrubbery are a vital part of the premises and the Resident shall be liable for any mutilation or defacing thereof caused by Resident(s) or the guests thereof.
- n. Laundry work shall be done in the laundry rooms provided for such purpose and only during the hours of 9:00 a.m. to 9:00 p.m. No laundry shall be hung and/or draped from the balconies.
- o. No equipment may be moved from any part of the building or property and all equipment must be retained in its original location.
- p. Damage to the building, entranceway, or the apartment caused by moving or carrying of articles therein, are the responsibility of the Resident and are to be paid by him/her.
- q. Residents are not permitted to visit, play, or hang out in the hallways or on the entrance areas.
- r. Corridors and Stairs: No toys, bicycles, shoes, furnishings, planters, etc. shall be left in the hallways, stairwells, or other public area of the building. Items left in hallways will be immediately removed and disposed of.
- s. Balcony/patio must be kept neat and clean at all times. The only items permitted on your balcony/patio are patio furniture and planters. This area is not to be used as a storage area.
- t. No outdoor cooking equipment will be permitted on patios or balconies.
- u. Nothing shall be placed on the lawn area and left for an extended period of time without the prior consent from Management.
- v. Resident(s) shall not keep or use or permit to be kept or used in, on or about the premises, apartment building or common areas highly flammable fluids or explosives.
- w. Use of the premises should not be in violation of any federal, state or local laws. Owner shall not be liable to Resident for the violation or the breach of any covenant or condition in any lease by any other Resident of Owner.
- x. All buildings and apartments are **SMOKE FREE**. No smoking of cigarettes, cigars, vapor devices, pipes, marijuana or any other lightable material is allowed within 25 feet of buildings.
- y. Additional Rules and Regulations may be included in an addendum to this lease agreement.

33. **CHECKLIST:** Management has provided Resident with an apartment inventory checklist. Resident agrees to complete the checklist noting the conditions of the apartment and return to Management within seven (7) days after having obtained possession of the apartment.

34. **DRUG-FREE HOUSING:** (a) Resident(s), any member of the Resident(s) household, or a guest or other person under the Resident(s) control shall not engage in or facilitate criminal activity on or near the project, including, but not limited to , violent criminal activity or drug-related criminal activity; (b) Resident(s) or members of the Resident(s) household shall not permit the dwelling unit to be used for, or to facilitate, criminal activity; (c) "Violent criminal activity" means any felonious criminal activity that has as one of its elements the use, or threatened use of physical force against the person or property of another; (d) "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

IN WITNESS WHEREOF, Resident has executed this lease as of the date first above written, and Management has executed the same as of the date set out below.

TCHC Staff, Management Representative

Date

Resident Signature

Date

Resident Signature

Date

DATED: LEASE SIGNING DATE

Owner’s Representative: _____
Anthony Lentych, Executive Director, TCHC [Property Manager]



TRAVERSE CITY HOUSING COMMISSION

150 Pine Street, Traverse City, Michigan, 49684

T: (231) 922-4915 F: (231) 922-2893

TDD: (800) 649-3777

TCHousing.org

PARKING PERMIT

Your vehicle – you are only allowed one vehicle – must display an official ***TC Housing Parking Permit*** at all times. This permit should be displayed in lower window of the front passenger seat. Please remember, it is your responsibility to notify the office when you acquire a different vehicle. **All vehicles must be registered with the State of Michigan. Any vehicle that is not registered, or that is disabled in any way, will be towed off the property at your expense.**

PRINT NAME: _____ APT.: _____

MAKE & MODEL OF VEHICLE: _____

COLOR OR OTHER DESCRIPTION: _____

Do you have a Handicapped Parking Permit? ☐ YES ☐ NO

Is this vehicle registered in your name? ☐ YES ☐ NO

TENANT: _____ DATE: _____
Signature

TCHC: _____ DATE: _____
Signature

PARKING PERMIT NO. ISSUED: _____

Traverse City Housing Commission

Parking Permits



Riverview Terrace Apartments
(115 Apartments — 42 Parking Spots)
150 Pine Street
Traverse City, Michigan 49684



East Bay Flats
(67 Apartments — 66 Parking Spots)
440 Munson Avenue
Traverse City, Michigan 49686



Orchardview Townhomes
(21 Townhomes — 28 Parking Spots)
10200 Carter Centre Road
Traverse City, Michigan 49684

Traverse City Housing Commission

Sample Parking Signage



7. Agency Review Letters

- County Road Commission Driveway Permit
- Metro Fire Department Review Letters
- GFA Stormwater Review Letters
- GFA Utility (water/sewer) Review Letters
- Soil Erosion Determination Letter

APPLICATION AND PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN WITHIN THE RIGHT-OF-WAY OF; OR TO CLOSE, A COUNTY ROAD APPLICATION

An applicant is defined as an owner of property adjacent to the right-of-way, the property owner's authorized representative; or an authorized representative of a private or public utility who applies for a permit to construct, operate, use, and/or maintain a facility within the right-of-way for the purpose outlined within the application. A contractor who makes application on behalf of a property owner or utility must provide documentation of authority to apply for a permit.

APPLICANT	BATA / Traverse City Housing Commission Attn: Jerry Tomczak - Program Manag Traverse City, MI Phone(s): 231-933-5544 - - Email: dunhamk@BATA.net	CONTRACTOR	TBD
Applicant/Contractor request a permit for the following work within the right of way of a county road: Commercial - Commercial Drive LOCATION: County Road <u>Hammond</u> Between <u>LaFranier</u> And <u>Garfield</u> Township <u>Garfield</u> Section <u> </u> Side of Road <u>North</u> Property ID <u>28-05-023-042-30</u> DATE: Work to begin on <u>01/03/2022</u> Work to be completed by <u>01/03/2023</u> I certify and acknowledge that (1) the information contained in this application is true and correct, (2) the commencement of the work described in this application shall constitute acceptance of the permit as issued, including all terms and conditions thereof and, (3) if this permit is for commercial or residential driveway work, I am the legal owner of the property that this driveway will serve, or I am the authorized representative.			
Applicant's Signature: <u>On File</u> Title: <u> </u> Date: <u> </u>		Contractor's Signature: <u>On file</u> Title: <u> </u> Date: <u> </u>	

PERMIT

The term "Permit Holder" in the terms and conditions set forth on the reverse side hereof, refers to the applicant and the contractor, where applicable. By performing work under this permit, the Permit Holder acknowledges and agrees that this permit is subject to all the rules, regulations, terms and conditions set forth herein, including on the reverse side hereof. Failure to comply with any of said rules,

REQUIREMENTS	FEE TYPE	AMOUNT	RECEIPT NO	DATE	
		No Charge			Letter of Credit <u> </u> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Surety Bond <u> </u> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Retainer Letter <u> </u> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Approved Plans on File <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Certificate of Insurance <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Attachments/Supplemental Specifications <input type="checkbox"/> Y <input checked="" type="checkbox"/> N

OTHER REQUIREMENTS:

Permit for development of New BATA complex. Permit for one main Access off of Hammond Rd and 2 access drives off of LaFranier Rd with the south access gated for Emergency only. The North most access on LaFranier to be re-evaluated for a Right Turn Taper prior to the start of residential phase (phase 2).

Utilities MUST be permitted separately.

Permit valid upon GTCRC receiving the following:

- * Proof of property ownership
- * Recorded release of Right-of-way to GTCRC along LaFranier Rd. as per submitted and attached plans.
- * GTCRC approved contractor with proper credentials and insurances.

Construction of accesses and ROW to be built as per submitted, attached final plans. 2 access drives located on LaFranier and one

CRA 100 (03/2005)

Grand Traverse County Road Commission

1881 LaFranier Road
Traverse City, MI 49696-0000
Phone: 231-922-4848
Fax: 231-929-1836

Application No.	13932
Permit No.	2022-000001
Issue Date	01/03/2022

located on Hammond Rd. Any changes or alterations of permitted plans to be approved by GTCRC before work is to start.

Proper signage and traffic control to comply with MMUTCD standards. Prior approval from the GTCRC is required for a shoulder or lane closure. No work allowed in County Road ROW during a snow/ice event. Work with in the ROW from Nov.1 thru March 31, requires daily verbal permission from the Road Commission. Erosion control to be established which may include top soil, grass seed, and mulch blanket. GTCRC is to be notified 48hrs in advance of the start of work within the road ROW. Any damage done to the roadway edge by construction vehicles must be repaired by contractor not to exceed six (6) inches. Any damage done beyond six (6) inches will be repaired by the Road Commission at contractors expense.

Recommended for Issuance By:



Title: Traffic Services Specialist Date: 01/03/2022

Approved By:

Title: _____ Date: _____

TERMS AND CONDITIONS

1. Specifications. All work performed under this permit must be done in accordance with the application, plans, specifications, maps and statements filed with the County Road Commission ("Road Commission") and must comply with the Road Commission's current procedures and regulations on file at its offices and the current MDOT Standard Specifications for Construction, if applicable.
2. Fees and Costs. The Permit Holder shall be responsible for all costs incurred by the Road Commission in connection with this permit and shall deposit estimated fees and costs as determined by the Road Commission, at the time the permit is issued.
3. Bond. The Permit Holder shall provide a cash deposit, irrevocable letter of credit or bond in a form and amount acceptable to the Road Commission at the time permit is issued.
4. Insurance. The Permit Holder shall furnish proof of general liability insurance in amounts not less than \$1,000,000 each occurrence and general aggregate, proof of automobile liability in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$500,000 for bodily injury per person. Such proof of insurance shall include a valid certificate of insurance demonstrating that the Road Commission is an additional insured party on the policy. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be cancelled without 30 days advance written notice to the Road Commission, by certified mail, first-class, return receipt requested. This permit is invalid if insurance expires during the authorized period of work described herein.
5. Indemnification. In addition to any liability or obligation of the Permit Holder that may otherwise exist, Permit Holder shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Road Commission and its commissioners, officers, agents, and employees from and against any and all claims, actions, proceedings, liabilities, losses, and damages thereof, and any and all costs and expenses, including legal fees, associated therewith which the Road Commission may sustain by reason of claims for or allegations of the negligence or violation of the terms and conditions of this permit by the Permit Holder, its officers, agents, or employees, arising out of the work which is the subject of this permit, or arising out of work not authorized by this permit, or arising out of the continued existence of the operation or facility, which is the subject of this permit.
6. Miss Dig. The Permit Holder must comply with the requirements of Act 53 of Public Acts of 1974, as amended. CALL MISS DIG AT (800) 482-7171 or www.missdig.org AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS, BEFORE YOU START WORK. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
7. Notification of Start and Completion of Work. The Permit Holder must notify the Road Commission at least 48 hours before starting work, when work is completed, and additionally as directed by the Road Commission.
8. Time Restrictions. All work shall be performed Mondays through Fridays between and unless written approval is obtained from the Road Commission, and work shall be performed only during the period set forth in this permit. Perform no work except emergency work, unless authorized by the Road Commission on Saturdays, Sundays, or from on the day proceeding until the normal starting time the day after the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
9. Safety. Furnish, install and maintain all necessary traffic controls and protection during Permit Holder's operations in accordance with the Manual of Uniform Traffic Control Devices, Part 6 and any supplemental specifications set forth herein.
10. Restoration and Repair of Road. The construction, operation and maintenance of the activity covered by this permit shall be performed by the Permit Holder without cost to the Road Commission unless specified herein. The Permit Holder shall also be responsible for the cost of restoration and repair of the right-of-way determined by the Road Commission to be damaged as a result of the activity which is the subject of this permit. Restoration shall meet or exceed conditions when work is commenced and be in accordance with specifications. The Permit Holder shall be responsible for costs incurred by the Road Commission for emergency repairs performed by or on behalf of the Road Commission for the safety of the motoring public. Said repairs shall be performed with or without notice to the Permit Holder if immediate action is required. This determination shall be in the sole and reasonable opinion of the Road Commission.
11. Limitation of Permit. Issuance of this permit does not relieve Permit Holder from meeting any and all requirements of law, or of other public bodies or agencies. The Permit Holder shall be responsible for securing and shall secure any other permits or permission necessary or required by law from cities, villages, townships, corporations, property owners, or individuals for the activities hereby permitted. Any work not described by the application, including the time and place thereof, is strictly prohibited in the absence of the application for and issuance of an additional permit or amendment to this permit.
12. Revocation of Permit. This permit may be suspended or revoked at will, and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the Road Commission. It is understood that the rights granted herein are revocable at the will of the Road Commission and that the Permit Holder acquires no rights in the right-of-way and expressly waives any right to claim damages or compensation in case this permit is revoked.
13. Assignability. This permit is not assignable and not transferable unless specifically agreed to by the Road Commission.
14. Authority. The statutory authority of the Road Commission to require compliance with permit requirements is predicated upon its jurisdictional authority and is set forth in various statutes including, without limitation and in no particular order, MCL §247.321 et seq; MCL §224.19b; MCL §560.101 et seq; and MCL §247.171 et seq.

GENERAL CONSTRUCTION NOTES:

1. MISS DIG
FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, 1974, THE CONTRACTOR SHALL DIAL 811 or 1-800-482-7171 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE "MISS DIG" ALERT SYSTEM.

2. EXISTING UTILITIES
EXISTING PUBLIC UTILITIES AND UNDERGROUND STRUCTURES SUCH AS PIPE LINES, ELECTRIC CONDUITS, SEWERS AND WATER LINES, ARE SHOWN ON THE PLANS. THE INFORMATION SHOWN IS BELIEVED TO BE REASONABLY CORRECT AND COMPLETE. HOWEVER, NEITHER THE CORRECTNESS NOR THE COMPLETENESS OF SUCH INFORMATION IS GUARANTEED. PRIOR TO THE START OF ANY OPERATIONS IN THE VICINITY OF ANY UTILITIES, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AND "MISS DIG" AND REQUEST THAT THEY STAKE OUT THE LOCATIONS OF THE UTILITIES IN QUESTION. COST OF REPAIR FOR ANY DAMAGED UTILITY LINES THAT IS PROPERLY STAKED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. PROTECTING UTILITIES
SPECIAL CARE SHALL BE TAKEN IN EXCAVATING IN THE PROXIMITY OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL SECURE ASSISTANCE FROM THE APPROPRIATE UTILITY COMPANY IN LOCATING ITS LINES. THE CONTRACTOR SHALL ALSO PROVIDE SUPPORT FOR ANY UTILITY WITHIN THE EXCAVATION. PROVIDE PROPER COMPACTION UNDER ANY UNDERMINED UTILITY STRUCTURE AND; IF NECESSARY, INSTALL TEMPORARY SHEETING OR USE A TRENCH BOX TO MINIMIZE THE EXCAVATION. THE CONTRACTOR SHALL PROTECT AND SAVE HARMLESS FROM DAMAGE ALL UTILITIES, WHETHER PRIVATELY OR PUBLICLY OWNED, ABOVE OR BELOW GROUND SURFACE, WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION. AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR SHALL PROVIDE ADEQUATE SUPPORT FOR UTILITY POLES AS NECESSARY.

4. SAFETY
THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING THE FURNISHING AND USE OF SAFEGUARDS, SAFETY DEVICES AND PROTECTION EQUIPMENT. THE CONTRACTOR SHALL TAKE ANY NECESSARY PRECAUTIONS TO PROTECT THE LIFE AND HEALTH OF EMPLOYEES AND THE PUBLIC IN THE PERFORMANCE OF THE WORK.

5. SOIL EROSION & SEDIMENTATION CONTROL
THE CONTRACTOR SHALL PROVIDE TEMPORARY SOIL EROSION CONTROL MEASURES PER P.A. 451 AS AMENDED. THE SOIL EROSION MEASURES SHOWN ARE THE MINIMUM CONTROLS TO BE USED ON THIS PROJECT. THE CONTRACTOR SHALL INSTALL ADDITIONAL TEMPORARY AND PERMANENT SOIL EROSION CONTROL MEASURES TO PROTECT THE DISTURBED AREAS AND ADJACENT PROPERTIES FROM ACCELERATED EROSION AND SEDIMENTATION RESULTING FROM PROJECT CONSTRUCTION. IF DIRECTED BY THE ENGINEER OR SOIL EROSION CONTROL OFFICER, AT NO ADDITIONAL COST TO THE PROJECT, NO EXCAVATION WORK MAY PROCEED UNTIL THE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE IN PLACE. ALL WORK MUST BE IN ACCORDANCE WITH THE APPROVED PERMIT FROM THE GRAND TRAVERSE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL OFFICE.

6. PROPERTY CORNERS
EXISTING KNOWN PROPERTY CORNERS ARE IDENTIFIED ON THE PLANS. IF A PROPERTY CORNER IS DISTURBED DURING CONSTRUCTION IT SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE BY A PROFESSIONAL LAND SURVEYOR.

7. SURVEY DATUM
ALL ELEVATIONS ARE BASED ON N.A.V.D., 1988, UNLESS OTHERWISE SPECIFIED.

8. RESTORATION WORK
ALL DISTURBED AREAS SHALL BE TOPSOILED, SEEDED, FERTILIZED AND MULCHED. MULCH BLANKET SHALL BE INSTALLED IN AREAS AS DESIGNATED AND SHALL BE INCIDENTAL TO OTHER ITEMS. ALL EXCESS TOPSOIL WILL REMAIN WITHIN THE PROPERTY OWNER'S AREA. THE CONTRACTOR SHALL REPAIR ALL WASHOUTS AND EROSION DURING THE GUARANTEE PERIOD OF ONE (1) YEAR AT NO ADDITIONAL COST TO THE OWNER.

9. REMOVAL ITEMS
THE CONTRACTOR SHALL RESTORE ALL LAWNS, LANDSCAPE PLANTINGS, SIDEWALKS, COMMERCIAL SIGNS, ETC., AS REQUIRED, UNLESS SPECIFICALLY NOTED FOR REMOVAL ON THE PLANS. ALL SIDEWALKS, DRIVES, CULVERTS, DRAINAGE STRUCTURES, ABOVE GRADE UTILITIES, IRRIGATION SYSTEM, ETC. SHALL BE PROTECTED. ALL SUCH ITEMS DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

10. CONSTRUCTION SIGNAGE & TRAFFIC CONTROL
LOCAL TRAFFIC AND CONSTRUCTION SIGNAGE SHALL BE MAINTAINED AT ALL TIMES TO THE SATISFACTION OF THE OWNER.

11. DUST CONTROL
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING DUST ON THIS PROJECT THOUGH THE USE OF WATER TRUCKS OR DUST PALLIATIVE. PAYMENT FOR DUST CONTROL SHALL BE INCLUDED IN THE LUMP SUM CONTRACT AND SHALL NOT BE PAID SEPARATELY. DUST SHALL BE CONTINUOUSLY CONTROLLED TO THE SATISFACTION OF THE OWNER.

12. PROTECTIVE FENCE
THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE SECURITY. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN A TEMPORARY PROTECTIVE SNOW FENCE AROUND ALL OPEN TRENCH EXCAVATIONS THAT ARE LEFT OPEN OVERNIGHT OR ANY OTHER UNSAFE AREAS ON SITE THAT REQUIRE PUBLIC PROTECTION.

13. EXCESS MATERIALS
ALL EXCESS MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR OFF OF THE SITE UNLESS OTHERWISE NOTED OR APPROVED BY THE OWNER. ALL REMOVALS AND TRANSPORTATION OF THE REMOVED MATERIALS SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL LOCAL, STATE AND FEDERAL LAWS.

14. SAWCUTTING PAVEMENT
SAWCUT EXISTING PAVEMENT FULL DEPTH TO THE LIMITS OF CONSTRUCTION OR AS DIRECTED BY THE ENGINEER. IF THE EDGE IS DAMAGED SUBSEQUENT TO SAWCUTTING, THE EDGE SHALL BE RECUT AT NO ADDITIONAL COST TO THE OWNER.

15. DEWATERING
ANY REQUIRED DEWATERING FOR SITE WORK, INCLUDING THE USE OF STONE OR GRAVEL FOR DEWATERING PURPOSES, WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE LUMP SUM CONTRACT.

16. UTILITY SEPARATION
MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION BETWEEN ALL WATER MAINS AND SANITARY/STORM SEWERS. MEASUREMENTS ARE BETWEEN THE CLOSEST POINTS OF EACH PIPE.

17. RECYCLING
THE CONTRACTOR IS ENCOURAGED TO RECYCLE ANY MATERIALS OR PRODUCTS THAT ARE REUSABLE OR CAPABLE OF BEING RECYCLED.

GENERAL GRADING CONSTRUCTION NOTES:

1. QUALITY OF WORK
ALL CONSTRUCTION WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE CURRENT M.D.O.T. CONSTRUCTION STANDARDS AND SPECIFICATIONS.

2. SUBGRADE PREPARATION
THE PRESENCE OF OTHER THAN GRANULAR MATERIALS IN THE SUBGRADE SOIL SHALL REQUIRE A FULL WIDTH, TWELVE INCH, GRANULAR SUB-BASE, M.D.O.T. CLASS II OR EQUIVALENT. PREPARED SUBGRADE WIDTH, DEPTH AND COMPACTION MUST BE REVIEWED AND/OR TESTED PRIOR TO PLACEMENT OF GRAVEL.

3. AGGREGATE BASE MATERIAL
AGGREGATE BASE TO BE USED ON THE PROJECT MUST MEET SPECIFICATION FOR M.D.O.T. 22A AND MUST BE TESTED AND APPROVED PRIOR TO PLACEMENT. AGGREGATE BASE PLACEMENT MUST COMPLY WITH SECTION 3.01 OF THE CURRENT MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION. PREPARED AGGREGATE BASE WIDTH, DEPTH AND COMPACTION MUST BE REVIEWED AND TESTED PRIOR TO THE PLACEMENT OF BITUMINOUS SURFACE.

4. BITUMINOUS PAVEMENT (HMA)
THE CONTRACTOR SHALL GIVE THE OWNER'S REPRESENTATIVE 48 HOURS NOTICE PRIOR TO PLACEMENT OF BITUMINOUS SURFACE. BITUMINOUS PAVING MUST BE PERFORMED IN ACCORDANCE WITH THE CURRENT M.D.O.T. STANDARD SPECIFICATIONS FOR CONSTRUCTION.

5. REMOVAL OF ORGANICS
ALL TREES, STUMPS, BRUSH AND ROOTS THEREOF, SHALL BE ENTIRELY REMOVED FROM WITHIN THE SITE GRADING.

6. SITE GRADING
ALL DISTURBED AREAS SHALL BE TOPSOILED, SEEDED, FERTILIZED AND MULCHED AS SOON AS FEASIBLE. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING GROUND COVER ON ALL AREAS DISTURBED BY CONSTRUCTION.

7. FIELD CHANGES
ANY CHANGES IN SPECIFICATIONS OR CONSTRUCTION METHODS MUST BE REVIEWED AND APPROVED BY THE ENGINEER AND OWNER, AND MUST NOT CONFLICT WITH APPROVED PERMITS.

8. DRAINAGE
EXISTING STORM DRAINAGE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE TO REPAIR OR REPLACE, AS REQUIRED, ALL DRAINAGE CULVERTS OR STRUCTURES DAMAGED DURING CONSTRUCTION AND SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. SEE THE PROPOSED GRADING PLAN FOR DETAILS ON CONSTRUCTION ITEMS.

9. ADJUSTMENTS
THE CONTRACTOR SHALL ADJUST ALL UTILITY SURFACE ITEMS TO THE FINISH GRADES PRIOR TO PAVING.

GENERAL WATER MAIN CONSTRUCTION NOTES:

1. STANDARDS
ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWNSHIP'S CURRENT STANDARDS, SPECIFICATIONS AND DETAILS (2017 GRAND TRAVERSE COUNTY STANDARD TECHNICAL SPECIFICATIONS AND CONSTRUCTION DETAILS, ADOPTED ON SEPTEMBER 26, 2017 (AS AMENDED).

2. DATUM
ALL ELEVATIONS SHALL BE BASED ON USGS OR NAVD DATUM.

3. DETAILS
PIPE BEDDING, THRUST BLOCKS, HYDRANT, VALVES, VALVE MANHOLES, AND ALL APPURTENANCES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS & DETAILS.

4. PUBLIC EASEMENTS
EACH PUBLIC UTILITY SHALL BE WITHIN ITS OWN 20'-WIDE EASEMENT CENTERED ON THE UTILITY.

5. WATER SERVICES
THE DOMESTIC WATER AND FIRE PROTECTION MUST BE SEPARATE SERVICES TO EACH BUILDING.

6. UTILITY SEPARATION
ALL WATER MAINS AND LEADS SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION FROM ALL SEWERS. MEASUREMENTS ARE FROM OUTSIDE TO OUTSIDE OF PIPE.

7. NO DISRUPTION OF SERVICE
THE CONTRACTOR SHALL NOT DISRUPT THE WATER MAIN SERVICE TO THE SURROUNDING CUSTOMERS. ANY REQUIRED DISRUPTION IN SERVICE SHALL BE COMMUNICATED AND COORDINATED WITH THE G.T. CO. DPW BY THE CONTRACTOR A MINIMUM OF 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING BOTTLED WATER, DISINFECTING AND TESTING THE WATER MAIN BEFORE RECONNECTING, ETC. PER THE G.T. CO. STANDARDS.

8. SALVAGED MATERIALS
ALL EQUIPMENT AND MATERIALS THAT ARE CURRENTLY OPERATED AND MAINTAINED BY THE G.T. CO DPW AND IS INTENDED TO BE REMOVED AND SALVAGED SHOULD BE STOCKPILED AND RETURNED TO THE G.T. CO DPW. IN THE EVENT THAT THE DPW DOES NOT WANT THE SALVAGED MATERIALS, THE CONTRACTOR SHALL PROPERLY DISPOSE THE MATERIALS.

9. TERMINATION POINTS
ALL TERMINATION POINTS ON THE WATER MAIN SHALL BE MARKED WITH A 4"x4" TREATED POST.

GENERAL SANITARY SEWER CONSTRUCTION NOTES:

1. STANDARDS
ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWNSHIP'S CURRENT STANDARDS, SPECIFICATIONS AND DETAILS (2017 GRAND TRAVERSE COUNTY STANDARD TECHNICAL SPECIFICATIONS AND CONSTRUCTION DETAILS, ADOPTED ON SEPTEMBER 26, 2017 (AS AMENDED).

2. CONNECTIONS
NO CONNECTION RECEIVING STORM WATER OR GROUNDWATER SHALL BE MADE TO SANITARY SEWERS.

3. DATUM
ALL ELEVATIONS SHALL BE BASED ON USGS OR NAVD DATUM.

4. DETAILS
PIPE BEDDING, BUILDING SEWERS, DROP CONNECTIONS, BULKHEADS, MANHOLES, MANHOLE COVERS, AND OTHER APPURTENANCES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS & DETAILS.

5. PUBLIC EASEMENTS
EACH PUBLIC UTILITY SHALL BE WITHIN ITS OWN 20'-WIDE EASEMENT CENTERED ON THE UTILITY.

6. UTILITY SEPARATION
ALL SANITARY SEWERS SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION FROM WATER MAINS AND LEADS. MEASUREMENTS ARE FROM OUTSIDE TO OUTSIDE OF PIPE.

7. NO DISRUPTION OF SERVICE
THE CONTRACTOR SHALL NOT DISRUPT THE SANITARY SEWER SERVICE TO THE SURROUNDING CUSTOMERS. ANY REQUIRED DISRUPTION IN SERVICE SHALL BE COMMUNICATED AND COORDINATED WITH THE G.T. CO. DPW BY THE CONTRACTOR A MINIMUM OF 48 HOURS IN ADVANCE.

8. SALVAGED MATERIALS
ALL EQUIPMENT AND MATERIALS THAT ARE CURRENTLY OPERATED AND MAINTAINED BY THE G.T. CO DPW AND IS INTENDED TO BE REMOVED AND SALVAGED SHOULD BE STOCKPILED AND RETURNED TO THE G.T. CO DPW. IN THE EVENT THAT THE DPW DOES NOT WANT THE SALVAGED MATERIALS, THE CONTRACTOR SHALL PROPERLY DISPOSE THE MATERIALS.

9. TERMINATION POINTS
ALL TERMINATION POINTS ON THE WATER MAIN SHALL BE MARKED WITH A 4"x4" TREATED POST.

GENERAL STORM SEWER CONSTRUCTION NOTES:

1. CONSTRUCTION STANDARDS
ALL MATERIALS, CONSTRUCTION, METHODS, TESTING AND INSPECTION SHALL BE IN ACCORDANCE WITH THE CURRENT MDOT CONSTRUCTION STANDARDS UNLESS OTHERWISE SPECIFIED.

2. CONNECTIONS
NO CONNECTIONS SHALL BE MADE TO SANITARY SEWERS.

3. STRUCTURE ADJUSTMENTS
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING CATCH BASIN AND/OR MANHOLE RIMS TO THE FINISH GRADE ELEVATIONS. THE LOCATIONS AND ELEVATIONS SHOWN ARE BASED UPON PLAN GRADES AND ARE SUBJECT TO CHANGE.

4. UTILITY SEPARATION
ALL STORM SEWERS SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION FROM WATER MAINS AND LEADS. MEASUREMENTS ARE BETWEEN THE CLOSEST POINTS OF EACH PIPE.

PROJECT DATA 5-14-2021

Project Address:
The northeast corner of LaFranier Road and Hammond Road

Project Parcel:
Tax ID 28-05-023-042-01 (part of)
Tax ID 28-05-023-042-30

Project Size:
53 acres

Existing Zoning:
A - Agriculture

Existing Land Use:
Vacant Land

Township Master Plan Use:
High Density Residential (6-10 units per acre)
(53 acres project site = 318 - 530 units allowed)

Proposed Land Use:
Mixed-Use Planned Unit Development

• Commercial	Café/Commercial Use, 2,500sf
• Institutional	Daycare, 4,000sf
• Light Industrial quasi-institutional	Bus Maintenance, 16,000sf -5 mechanics
• Light Industrial quasi-institutional	Storage Garage, 56,000sf -60 bus drivers
• Office	BATA Administration, 12,000sf (part of) -20 employees
• Office	BATA Dispatch, 12,000sf (part of) -5 employees
• Open Space	Park Area, Preserved Wetland, Sidewalks, Trails
• Residential	TC Housing Single-Family, 15 lots
• Residential	TC Housing Multi-Family, 5 buildings, 210 units
• Transit quasi-institutional	BATA Transfer Station, three 300sf shelters

Dimensional Standards:	Zoning, A	Master Plan, R-3	PUD	Provided
Minimum Lot Size:	43,560sf	4,000sf	20 acres	53 acres
Minimum Lot Width:	110ft	70ft	N/A	N/A
Height:	35ft	40ft	N/A	27-40ft
Front Yard Setback:	30ft	25ft	50ft	88+ft
Side Yard Setback:	20ft	20ft	30ft	30+ft
Rear Yard Setback:	35ft	20ft	30ft	N/A
Minimum Usable Open Space:	-	-	20%	34%

Lot Coverage / Open Space:	BATA Transit-oriented Mixed-use PUD	53.2 acres gross	46.8 acres net
<u>Transit Phase total acres</u>	22.1 acres gross	17.9 acres net	
impervious surface		8.5 acres net	
usable open space (forest/employee plaza/sidewalks/nature trail)		4.0 acres net (22%)	
<u>Residential Phase total acres</u>	31.1 acres gross	28.9 acres net	
impervious surface		8.0 acres net	
usable open space (park/forest/plazas/sidewalks/nature trail/lawn)		12.0 acres net (41%)	

Parking:
As a transit-oriented PUD providing opportunities for housing, services, and employment on site and within proximity via public and non-motorized transit systems, it is projected that there will be a reduction in the need for individual vehicle ownership and parking within the project site.

shared parking lot	standard	required	provided
BATA Administration (12,000sf)	1 per 200sf	60	31*
<i>*a relief from standards is requested the actual number of admin staff is 16</i>			
BATA Bus Service and Garage	5 + 1 per employee on largest shift	65	69
<i>the actual number of driver and service staff is 69</i>			
		125	100

shared parking lot	standard	required	provided
BATA Bus Transfer Station (900sf)	1 per employee + 1 per 250sf	8	26*
Café, Commercial Use (2,500sf)	1 per 250sf	10	10
Multi-family Residential (overtown)		12*	
<i>*a relief from standards is requested, additional parking is provided for use as park and ride associated with the bus transfer station, 12 spaces are designated to accommodate overflow and visitor parking for the multi-family use.</i>			
		18	48

designated use parking lot	standard	required	provided
Daycare (4,000sf)	1 per 300sf	13	12*
<i>*a relief from standards is requested due to the proximity to housing</i>			

private parking on individual lots	standard	required	provided
Single-family Homes (15 lots)	1.5 per dwelling unit	23	23

designated use parking lots	standard	required	provided
Multi-family Homes (210 units)	1.5 per dwelling unit	375	260*
<i>*a relief from standards for 1.2 parking space per residential unit is requested due to the proximity to public transit</i>			

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P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
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info@maeaps.com

Mansfield
Land Use Consultants

REV	DATE	ISS	DS	CHK	DESC
06	21-02-21	dim	mmmt	dim	for submittal
06	21-04-21	dim	mmmt	dim	Revised multi-family layout
07	21-05-17	dim	mmmt	dim	Two Board Submittal
08	21-08-25	dim	mmmt	dim	Two PUD Submittal
09	21-09-10	dim	mmmt	dim	G.T. Metro F.O. Residential
10	21-10-22	dim	mmmt	dim	Hammond & LaFranier Entrance Revisions
11	21-10-28	dim	mmmt	dim	Two Submittal - Final PUD Application
12	21-12-15	dim	mmmt	dim	Two Submittal - Final PUD Application

Bay Area Transportation Authority / Traverse City Housing Commission
Transit-Oriented Mixed-Use Development PUD
NOTE SHEET
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

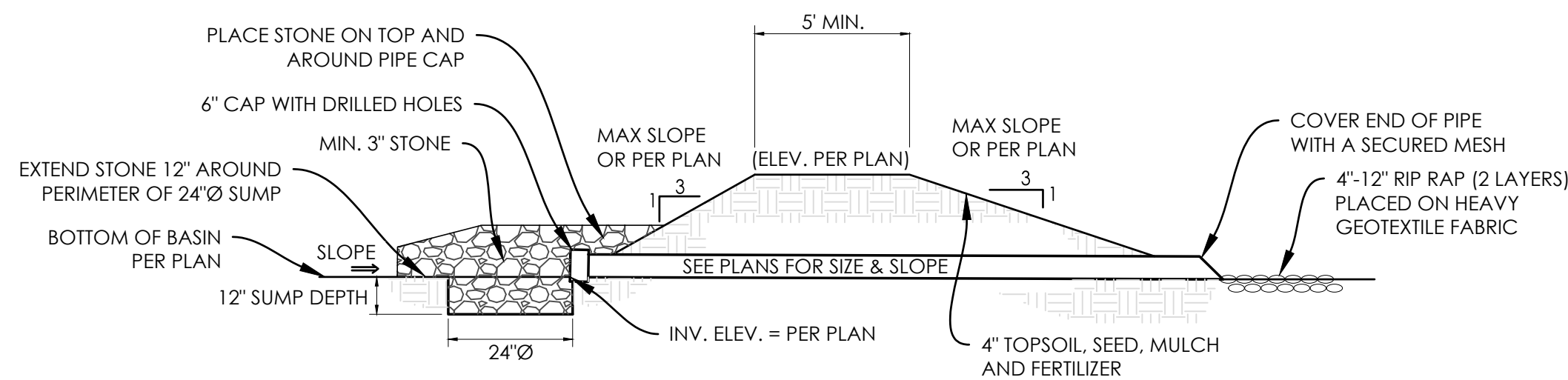
FINAL PUD

P.M.:
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PRE: mmmt CADD: dim CREAND: 07.13.20

FOR NO: 20108

C1.1



MAX BASIN WATER ELEVATION
MAX FOREBAY WATER ELEVATION
1'-0"
1'-0"
5' TYP.
HEAVY RIP RAP ON GEOTEXTILE FABRIC PLACED ON TOP OF BERM (TOP IS 1-FOOT BELOW MAX. STORAGE ELEVATION)
BOTTOM
INLET PIPE
1'-6" MIN. FROM BOTTOM OF FOREBAY TO INVERT
90° BEND TURN-DOWN
EARTHEN BERM
PVC PIPE LAID FLAT, Ø AS SPECIFIED ON BASIN DETAILS
BOTTOM

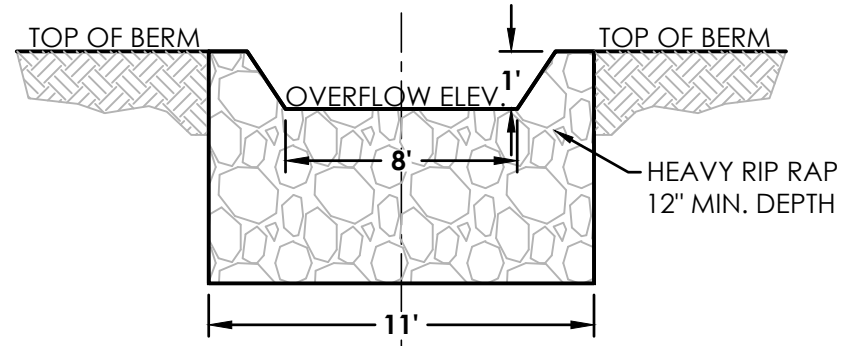
A) 18" CLAY BELOW 3" TOPSOIL
-OR-
B) IMPERMEABLE LINER W/ 12" SOIL/TOPSOIL COVER ABOVE

Diagram illustrating the side view of a stormwater management structure, showing the relationship between the storm basin, berm, and surrounding slopes.

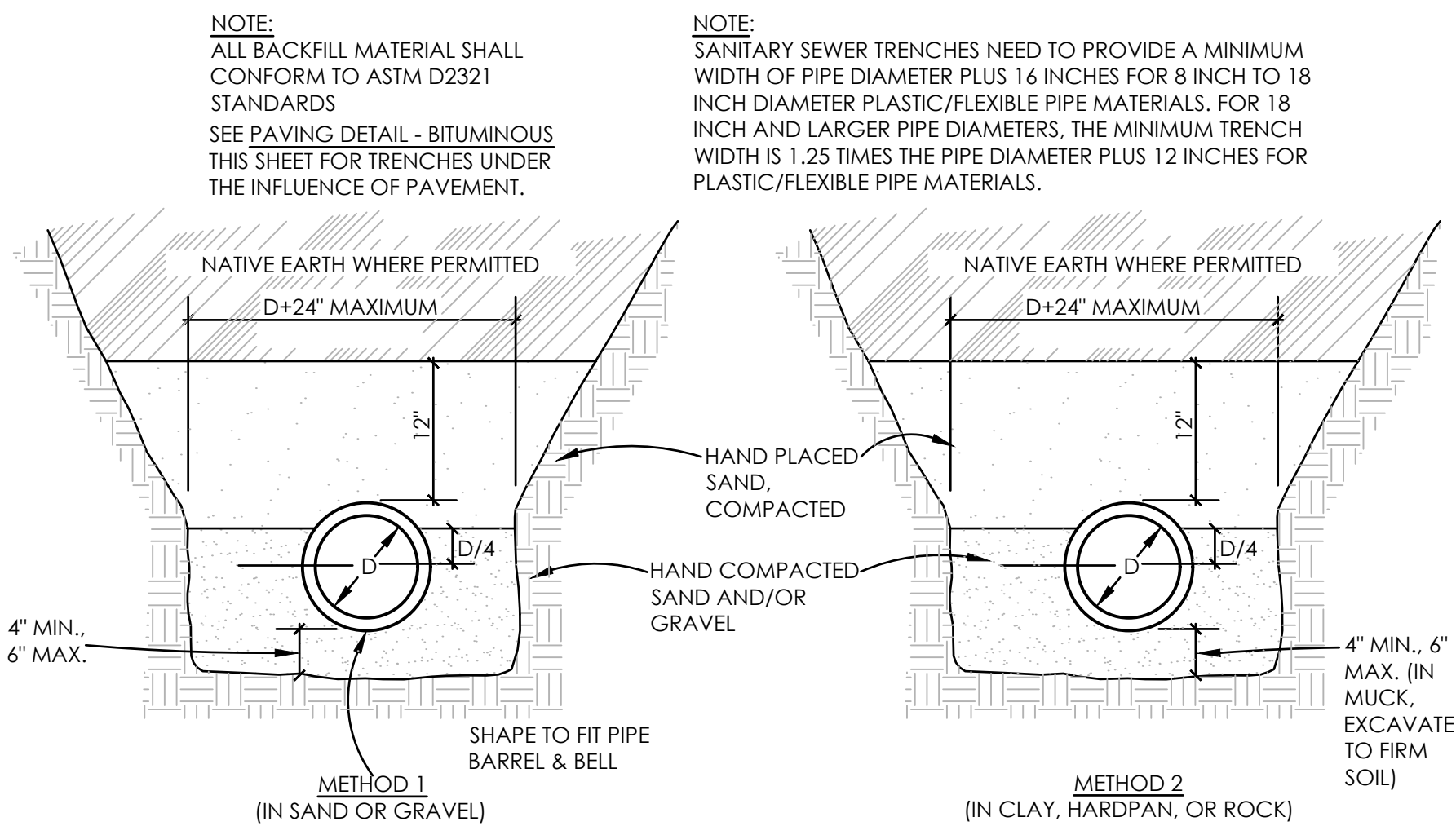
Key components and dimensions shown:

- UNDISTURBED VEGETATION**: Located on the left slope.
- LIMITS OF HEAVY RIP RAP**: Indicated at the base of the left slope.
- HEAVY RIP RAP ON GEOTEXTILE FILTER FABRIC, TYP.**: Applied to the left slope.
- OVERFLOW ELEV.**: The elevation of the storm basin, shown with a 1' vertical rise and 3' horizontal run slope.
- TOP OF BERM**: The elevation of the berm, shown with a 5' horizontal distance.
- COMPACTED EARTH**: The material forming the central flat area.
- GEOTEXTILE FILTER FABRIC, TYP.**: Applied to the base of the central area.
- STORM BASIN**: The area to the right of the berm.
- MAX. WATER LEVEL**: The maximum water level in the storm basin, indicated by a triangle symbol.

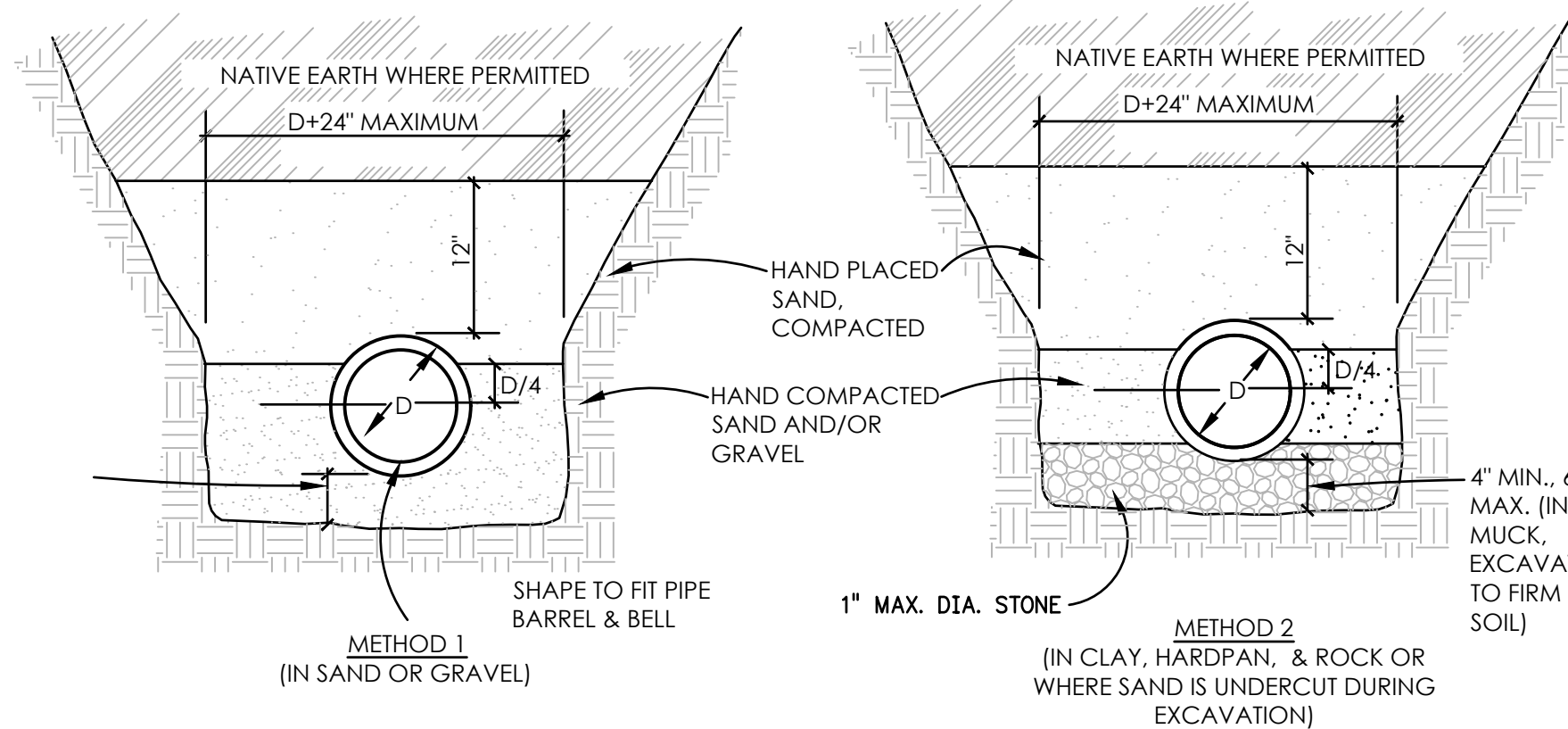
SIDE VIEW



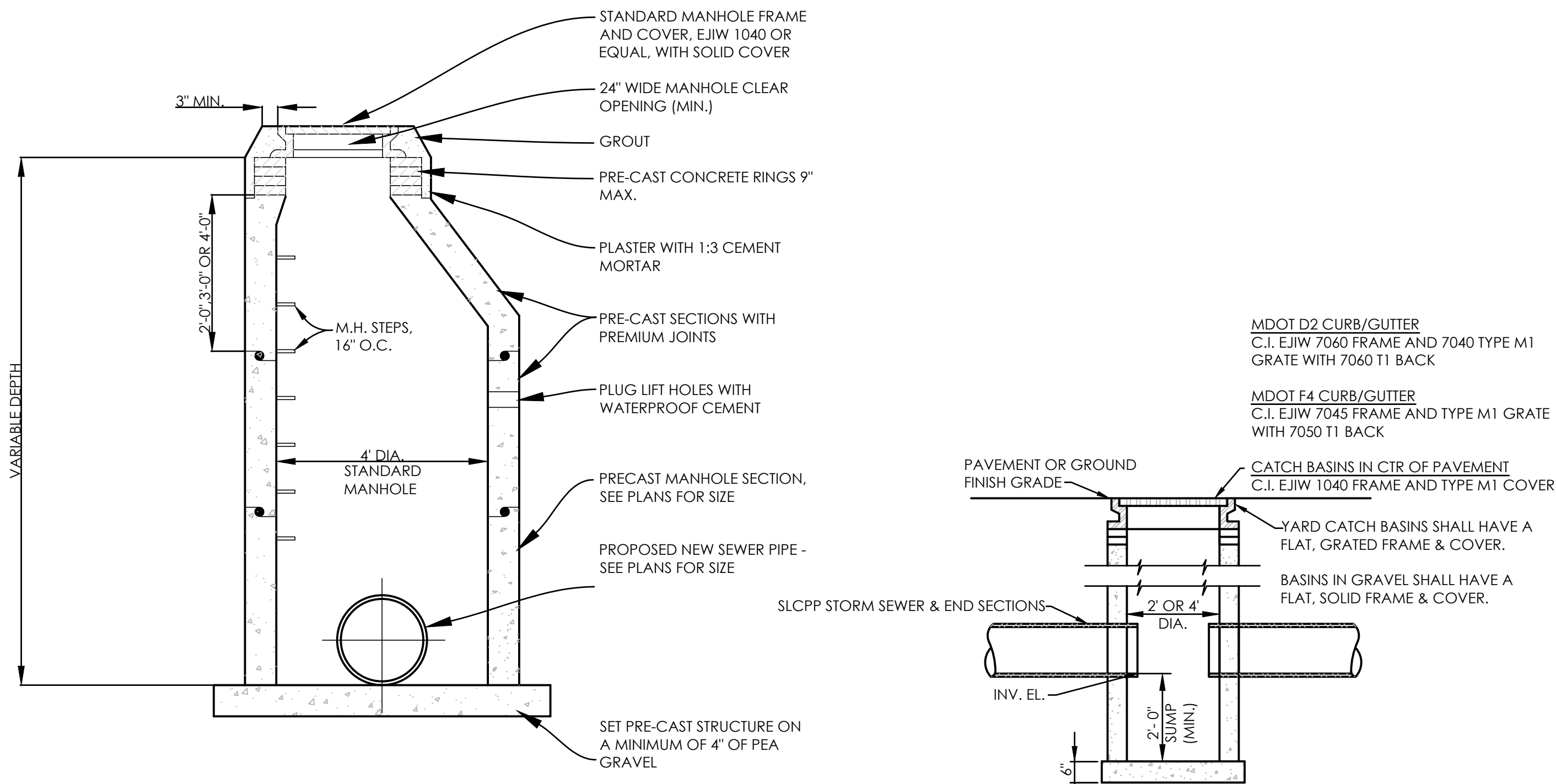
A schematic diagram of a collar and toe trough assembly. A vertical pipe is shown on the left, labeled "PIPE DIAM." with a vertical dimension line. A horizontal line extends from the top of the pipe to the right, labeled "COLLAR" with an arrow pointing to it. Below this horizontal line, a diagonal line slopes downwards to the right, labeled "TOE TROUGH" with an arrow pointing to it. A horizontal dimension line at the bottom, labeled "L", indicates the length from the vertical pipe to the end of the toe trough. The toe trough ends in a small vertical step.



NOTE:



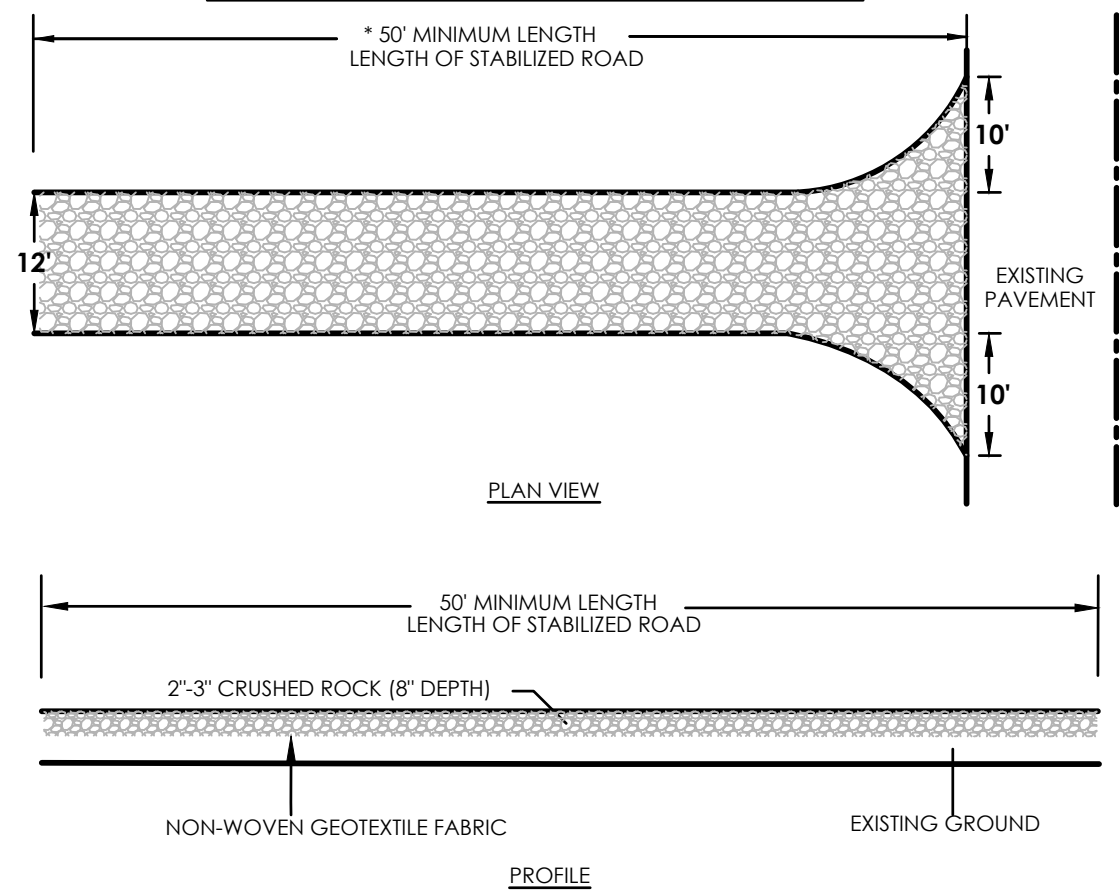
NO SCALE



NO SCALE

NO SCALE

STABILIZED CONSTRUCTION ACCESS



WHEN

- | | |
|------|--|
| WHEN | <ul style="list-style-type: none"> CONSTRUCTION TRAFFIC IS EXPECTED TO LEAVE A CONSTRUCTION SITE. STABILIZATION OF INTERIOR CONSTRUCTION ROADS IS DESIRED. |
| WHY | TO MINIMIZE TRACKING OF SEDIMENT ONTO PUBLIC ROADWAYS AND TO MINIMIZE DISTURBANCE OF VEGETATION |

- WHERE
- STABILIZED CONSTRUCTION ENTRANCES SHALL BE LOCATED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. VEHICLES LEAVING THE SITE MUST BE ROUTED OVER THE ROCK INGRESS/EGRESS CORRIDOR.

- HOW**
- STABILIZED CONSTRUCTION ACCESS ROAD SHOULD BE ESTABLISHED AT THE ONSET OF THE CONSTRUCTION ACTIVITIES AND MAINTAINED IN PLACE FOR THE DURATION OF THE CONSTRUCTION PROJECT.
 - INSTALLATION OF THIS PRACTICE SHOULD BE THE RESPONSIBILITY OF THE SITE CLEARING OR EXCAVATING CONTRACTOR.
 - ACCESS LOCATION SHOULD BE CLEARED OF WOODY VEGETATION.
 - NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED OVER THE EXISTING GROUND PRIOR TO PLACING STONE.
 - ACCESS SIZE SHOULD BE A MINIMUM OF 50' (30' FOR SINGLE RESIDENCE LOT).
 - ACCESS WIDTH SHOULD BE 12' MINIMUM, FLARED AT THE EXISTING ROAD TO PROVIDE A TURNING RADIUS.
 - CRUSHED AGGREGATE (2" TO 3"), OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT, SHALL BE PLACED AT LEAST 8" DEEP OVER THE LENGTH AND WIDTH OF THE INGRESS/EGRESS CORRIDOR.

- MAINTENANCE**
- PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN EVENT.
 - STABILIZED ENTRANCES SHALL BE REPAIRED AND ROCK ADDED AS NECESSARY.
 - SEDIMENT DEPOSITED ON PUBLIC RIGHTS-OF-WAY SHALL BE REMOVED IMMEDIATELY AND RETURNED TO THE CONSTRUCTION SITE. REMOVE ACCUMULATED SEDIMENT IN THE SUMPS AND MAINTAIN SWEEP ROPS.
 - WHEN SUCH THAT THE DRIVING OF TIRES IS REQUIRED, IT SHALL BE DONE IN A WASH RACK AREA, STABILIZED WITH STONE, IMMEDIATELY PRIOR TO THE CONSTRUCTION ACCESS STABILIZED CORRIDOR.
 - AT THE PROJECT COMPLETION, ROCK ACCESS ROAD SHOULD BE REMOVED AND DISPOSED OF UNLESS UTILIZED AS SUBGRADE FOR FINAL ROAD.

- LIMITATIONS**
- EFFECTIVENESS LIMITED, SEDIMENT MAY BE TRACKED ONTO ROADS REQUIRING ADDITIONAL ACTION.

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Mansfield
— **co** —
Land Use Consultants

REV#	DATE	DES	ENR	CHK	DESC
05	21-02-01	din	mmrnt	din	for submittal
06	21-04-21	din	mmrnt	din	Revised multi-family layout
07	21-05-17	din	mmrnt	din	Revised multi-family layout
08	21-08-25	din	mmrnt	din	Per PUD Submittal
09	21-09-10	din	mmrnt	din	Per PUD Submittal
10	21-10-22	din	mmrnt	din	Permitted & General Enclosure Revisions
11	21-11-04	din	mmrnt	din	Permitted & General Enclosure Revisions
12	21-12-13	din	mmrnt	din	Permitted & General Enclosure Revisions
13	21-12-13	din	mmrnt	din	Permitted & General Enclosure Revisions

City Area Transportation Authority / Traverse City Housing Commission Transit-Oriented Mixed-Use Development PUD

CIVIL DETAILS - STORM

Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

Garfield Township, Grand Traverse County, Michigan

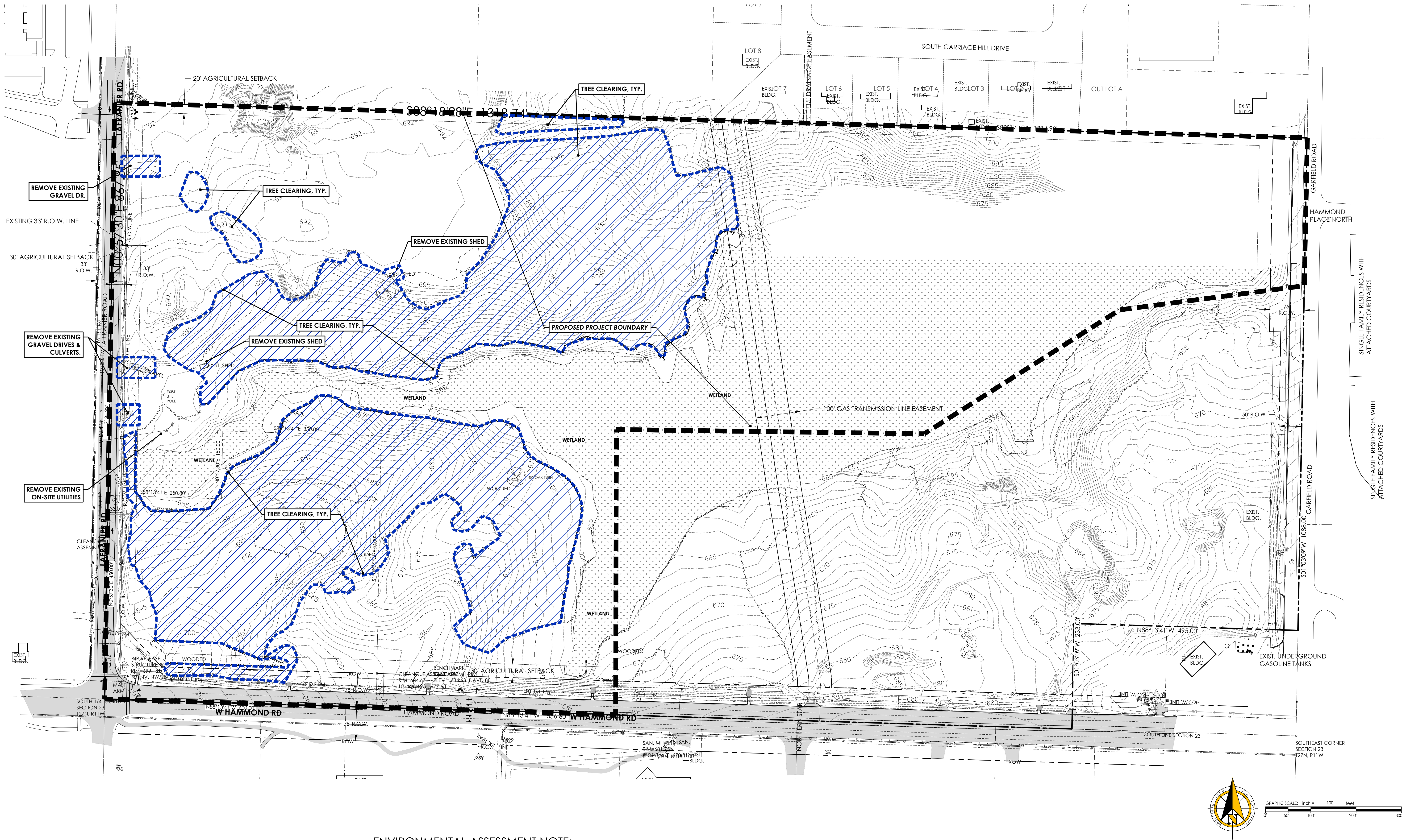
FINAL PUD

P.M.:

DR.: no name	CKD.: elico	CREATED: 07.12.20
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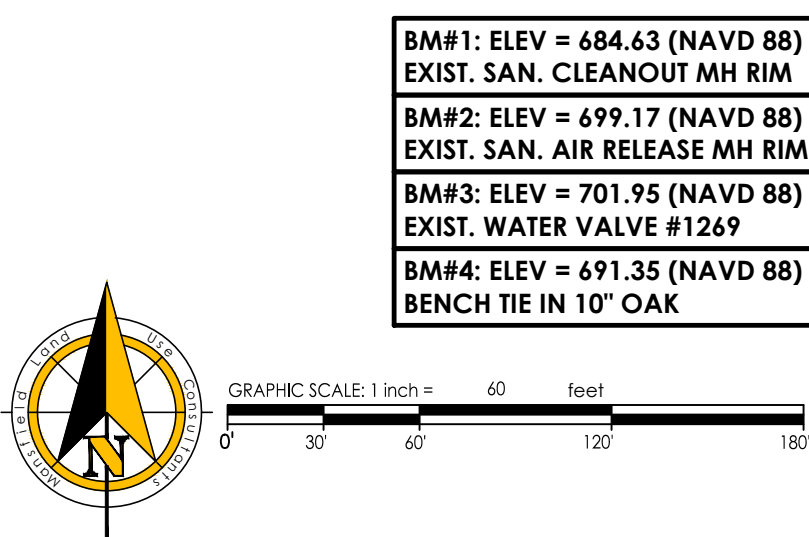
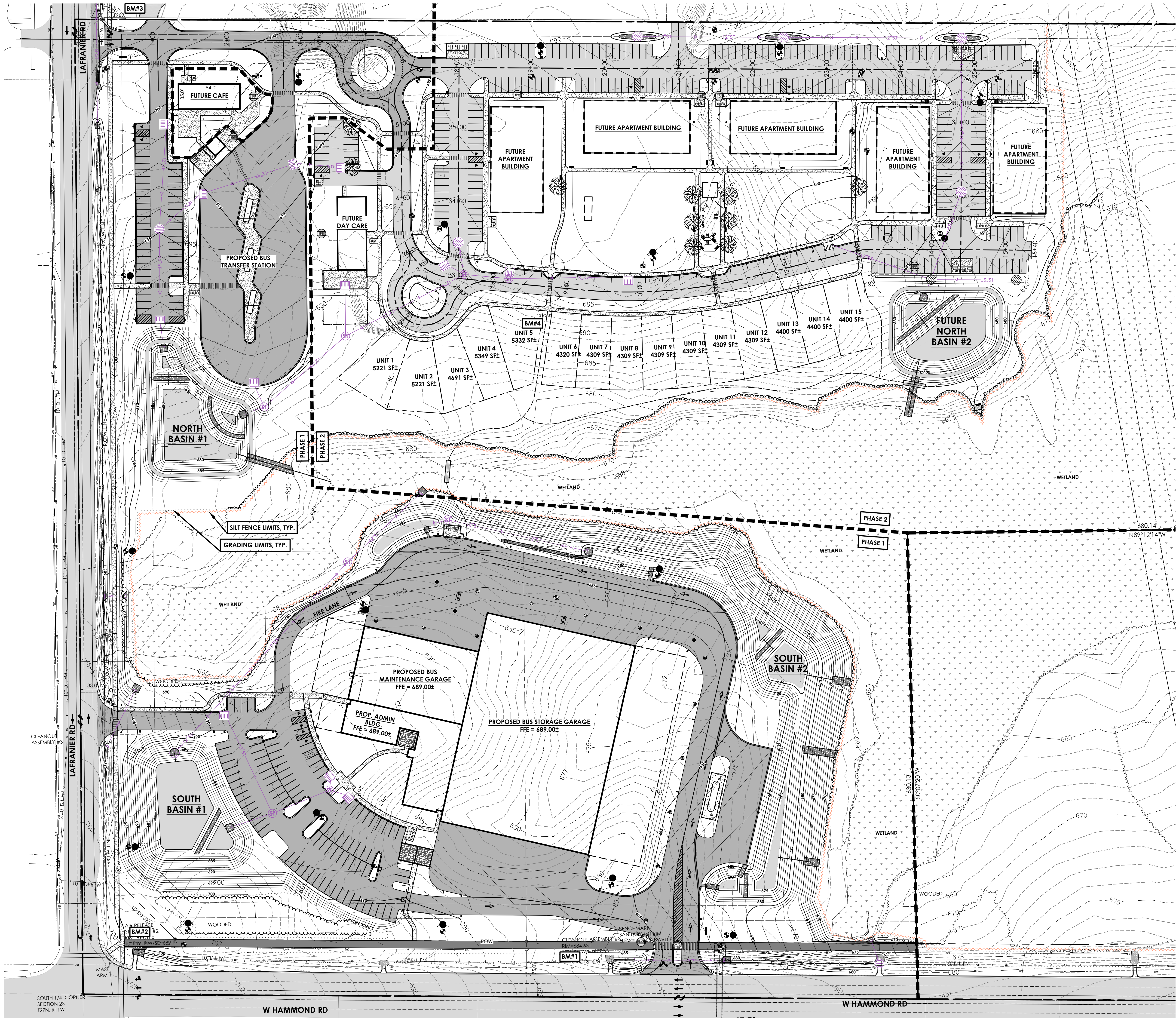
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C1.5



ENVIRONMENTAL ASSESSMENT NOTE:
EXPOSURES TO THE IMPACTED SOILS WILL BE CONSIDERED IN THE ENVIRONMENTAL PLANNING FOR THE SITE. SOILS IMPACTED WITH RESIDUAL AGROCHEMICALS IN THE HISTORIC ORCHARD AREA WILL BE MANAGED IN THAT AREA THROUGH DEVELOPMENT OF THE PROJECT GRADING PLAN. THE PROJECT GRADING PLAN WILL BE DEVELOPED SUCH THAT SOILS IN THE ORCHARD AREA REMAIN IN THAT AREA. POTENTIAL UNACCEPTABLE EXPOSURES TO THE SOILS WILL BE MANAGED OR MITIGATED BY COVERING THE SOILS WITH UNIMPACTED TOPSOIL AND VEGETATION OR COVERING WITH HARD SURFACE PARKING, DRIVEWAY OR BUILDINGS. ANY EXCESS SOILS IN THIS AREA WILL BE CHARACTERIZED AND DISPOSED OF AT A LICENSED FACILITY. IT IS ALSO POSSIBLE THAT SITE SPECIFIC EXPOSURE CRITERIA FOR THE SPECIFIC FUTURE USE IN THIS AREA CAN BE DEVELOPED WHICH WILL DEMONSTRATE ACCEPTABLE EXPOSURE FOR FUTURE USES. - ROGER MAWBY OTWELL MAWBY, P.C. CONSULTING ENGINEERS, TRAVERSE CITY, MI

REV#	DATE	DES	DWG	CHK	DESC
01	21-02-21	dim	mm	dim	For submittal
02	21-04-21	dim	mm	dim	Revised multi-family layout
03	21-05-17	dim	mm	dim	Two Board Submittal
04	21-08-25	dim	mm	dim	Two PUD Submittal
05	21-09-10	dim	mm	dim	G.T. Metro F.E. Re-submittal
06	21-10-22	dim	mm	dim	Hammond & LaFramboir Entrance Revisions
07	21-10-28	dim	mm	dim	Two Submittal - PUD PUD Description
08	21-12-13	dim	mm	dim	Two Submittal - Final PUD Description



NORTH RETENTION BASIN #1:	
CLASSIFICATION NUMBER =	
DRAINAGE AREA SIZE =	6.56 ACRES
TOP OF BERM ELEVATION =	686.00'
DESIGN OVERFLOW ELEVATION =	685.00'
DESIGN 25-YR WATER LEVEL =	685.00'
DESIGN BOTTOM ELEVATION =	680.00'
DESIGN MAXIMUM DEPTH =	5.00'
VOLUME PROVIDED @ 685.00' =	52,796 CFT
DESIGN SLOW RELEASE OUTFLOW =	0.13 CFS

NORTH RETENTION BASIN #2:	
CLASSIFICATION NUMBER =	
DRAINAGE AREA SIZE =	5.35 ACRES
TOP OF BERM ELEVATION =	681.00'
DESIGN OVERFLOW ELEVATION =	680.00'
DESIGN 25-YR WATER LEVEL =	679.89'
DESIGN BOTTOM ELEVATION =	675.00'
DESIGN MAXIMUM DEPTH =	4.89'
VOLUME PROVIDED @ 680.00' =	47,163 CFT
DESIGN SLOW RELEASE OUTFLOW =	0.11 CFS

SOUTH RETENTION BASIN #1:	
CLASSIFICATION NUMBER =	
DRAINAGE AREA SIZE =	3.12 ACRES
TOP OF BERM ELEVATION =	684.00'
DESIGN OVERFLOW ELEVATION =	680.00'
DESIGN 25-YR WATER LEVEL =	682.85'
DESIGN BOTTOM ELEVATION =	680.00'
DESIGN MAXIMUM DEPTH =	2.85'
VOLUME PROVIDED @ 683.00' =	30,957 CFT
DESIGN SLOW RELEASE OUTFLOW =	0.04 CFS

SOUTH RETENTION BASIN #2:	
CLASSIFICATION NUMBER =	
DRAINAGE AREA SIZE =	6.15 ACRES
TOP OF BERM ELEVATION =	680.00'
DESIGN OVERFLOW ELEVATION =	679.00'
DESIGN 25-YR WATER LEVEL =	678.89'
DESIGN BOTTOM ELEVATION =	674.00'
DESIGN MAXIMUM DEPTH =	4.89'
VOLUME PROVIDED @ 679.00' =	61,913 CFT
DESIGN SLOW RELEASE OUTFLOW =	0.12 CFS

BM#1: ELEV = 684.63 (NAVD 88)
EXIST. SAN. CLEANOUT MH RIM
BM#2: ELEV = 699.17 (NAVD 88)
EXIST. SAN. AIR RELEASE MH RIM
BM#3: ELEV = 701.95 (NAVD 88)
EXIST. WATER VALVE #1269
BM#4: ELEV = 691.35 (NAVD 88)
BENCH TIE IN 10' OAK

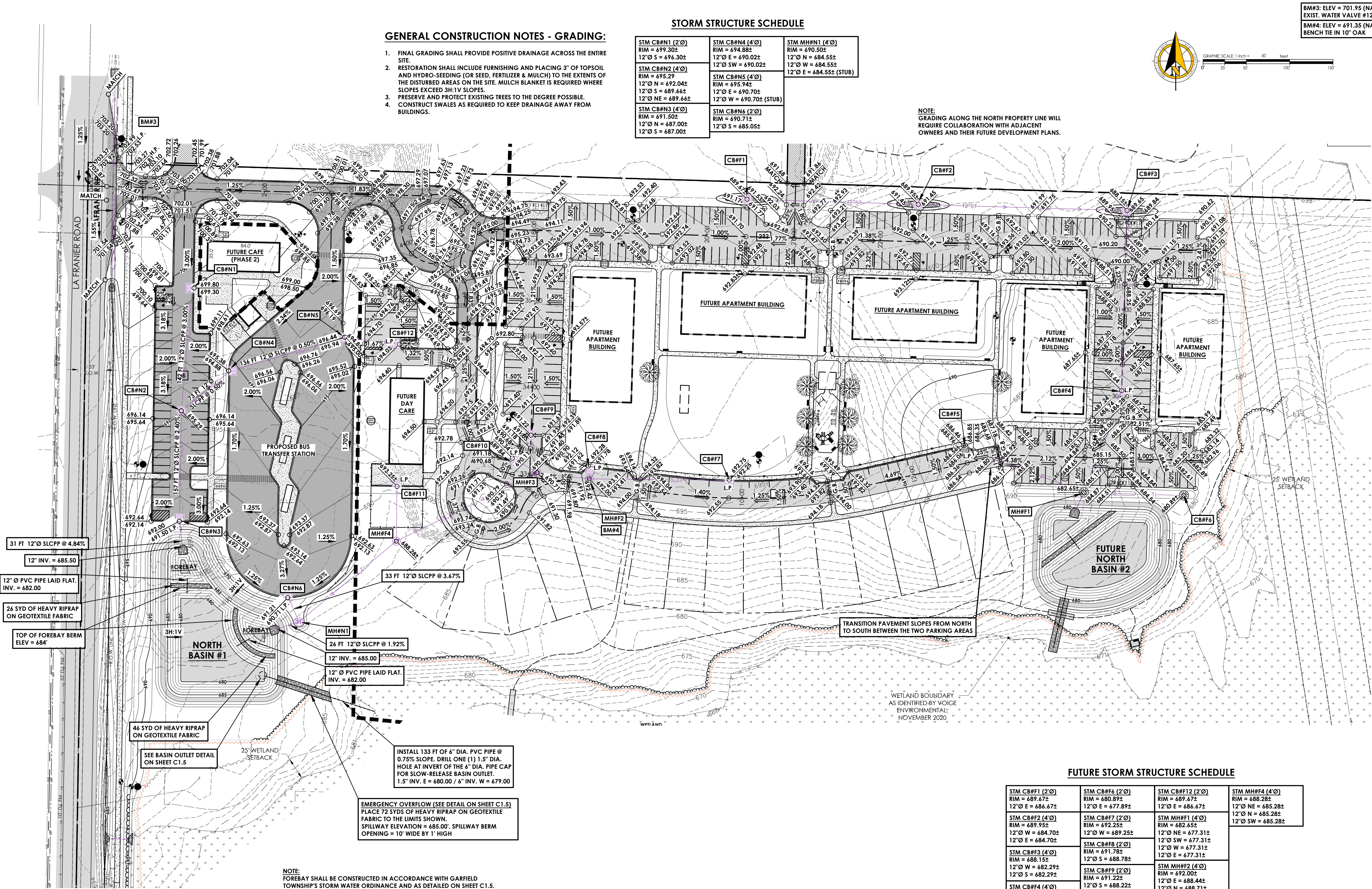
REV#	DATE	DES	CHK	CHK	DESC
05	21-02-21	dim	mm	dim	for submittal
06	21-04-21	dim	mm	dim	Revised multi-family layout
07	21-05-17	dim	mm	dim	Two Board Submittal
08	21-09-25	dim	mm	dim	Two PUD Submittal
09	21-09-10	dim	mm	dim	G.T. Metro F.D. Resubmittal
10	21-10-22	dim	mm	dim	Hammond & Lafranier Entrance Revisions
11	21-10-28	dim	mm	dim	Two Submittal - Two PUD Application
12	21-12-13	dim	mm	dim	Two Submittal - Two PUD Application

Bay Area Transportation Authority / Traverse City Housing Commission
Transit-Oriented Mixed-Use Development PUD
OVERALL GRADING & STORM PLAN
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

FINAL PUD	
PM:	dim
DR:	mm
CD:	dim
CR:	07.13.20
20108	
C5.0	

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

Mansfield
Land Use Consultants



GENERAL CONSTRUCTION NOTES - GRADING:

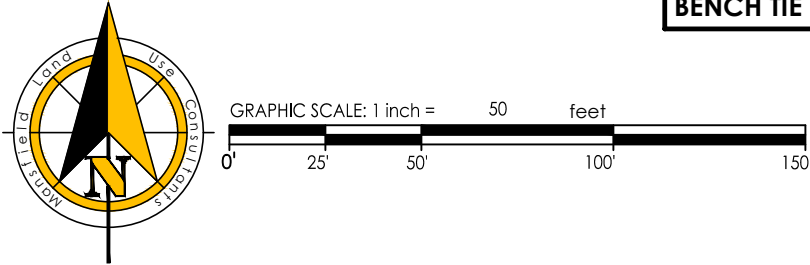
1. FINAL GRADING SHALL PROVIDE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE.
2. RESTORATION SHALL INCLUDE FURNISHING AND PLACING 3" OF TOPSOIL AND HYDRO-SEEDING (OR SEED, FERTILIZER & MULCH) TO THE EXTENTS OF THE DISTURBED AREAS ON THE SITE. MULCH BLANKET IS REQUIRED WHERE SLOPES EXCEED 3H:1V SLOPES.
3. PRESERVE AND PROTECT EXISTING TREES TO THE DEGREE POSSIBLE.
4. CONSTRUCT SWALES AS REQUIRED TO KEEP DRAINAGE AWAY FROM BUILDINGS.

STORM STRUCTURE SCHEDULE

STM CB#N1 (2'Ø) RIM = 699.30± 12"Ø S = 696.30±	STM CB#N4 (4'Ø) RIM = 694.88± 12"Ø E = 690.02± 12"Ø SW = 690.02±	STM MH#N1 (4'Ø) RIM = 690.50± 12"Ø N = 684.55± 12"Ø W = 684.55± 12"Ø E = 684.55± (STUB)
STM CB#N2 (4'Ø) RIM = 695.29 12"Ø N = 692.04± 12"Ø S = 689.66± 12"Ø NE = 689.66±	STM CB#N5 (4'Ø) RIM = 695.94± 12"Ø E = 690.70± 12"Ø W = 690.70± (STUB)	
STM CB#N3 (4'Ø) RIM = 691.50± 12"Ø N = 687.00± 12"Ø S = 687.00±	STM CB#N6 (2'Ø) RIM = 690.71± 12"Ø S = 685.05±	

NOTE:
GRADING ALONG THE NORTH PROPERTY LINE WILL
REQUIRE COLLABORATION WITH ADJACENT
OWNERS AND THEIR FUTURE DEVELOPMENT PLANS.

BM#3: ELEV = 701.95 (NAVD 88)
EXIST. WATER VALVE #1269
BM#4: ELEV = 691.35 (NAVD 88)
BENCH TIE IN 10" OAK



FUTURE STORM STRUCTURE SCHEDULE

STM CB#F1 (2'Ø) RIM = 689.67± 12"Ø E = 686.67±	STM CB#F6 (2'Ø) RIM = 680.89± 12"Ø E = 677.89±	STM CB#F12 (2'Ø) RIM = 689.67± 12"Ø E = 686.67±	STM MH#F4 (4'Ø) RIM = 688.28± 12"Ø NE = 685.28± 12"Ø N = 685.28± 12"Ø SW = 685.28±
STM CB#F2 (4'Ø) RIM = 689.55± 12"Ø W = 684.70± 12"Ø E = 684.70±	STM CB#F7 (2'Ø) RIM = 692.25± 12"Ø W = 689.25±	STM MH#F1 (4'Ø) RIM = 682.65± 12"Ø NE = 677.31± 12"Ø SW = 677.31± 12"Ø W = 677.31±	
STM CB#F3 (4'Ø) RIM = 688.15± 12"Ø W = 682.29± 12"Ø S = 682.29±	STM CB#F8 (2'Ø) RIM = 691.78± 12"Ø S = 688.78±	STM MH#F2 (4'Ø) RIM = 692.00± 12"Ø E = 688.44± 12"Ø N = 688.71± 12"Ø W = 688.44±	
STM CB#F4 (4'Ø) RIM = 685.64± 12"Ø N = 680.21± 12"Ø SW = 680.21±	STM CB#F9 (2'Ø) RIM = 691.22± 12"Ø S = 688.22±	STM MH#F3 (4'Ø) RIM = 690.65± 12"Ø E = 687.65± 12"Ø NW = 686.86± 12"Ø SW = 686.86±	
STM CB#F5 (2'Ø) RIM = 685.96± 12"Ø SE = 682.96±	STM CB#F11 (2'Ø) RIM = 693.25± 12"Ø E = 690.25±		

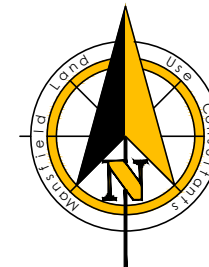
NOTE:
FOREBAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH GARFIELD
TOWNSHIP'S STORM WATER ORDINANCE AND AS DETAILED ON SHEET C1.5.

STORM STRUCTURE SCHEDULE

STM CB#S1 (2'Ø) RIM = 687.20± 12'Ø W = 684.52±	STM MH#S1 (4'Ø) RIM = 687.70± 12'Ø N = 684.37± 12'Ø E = 684.37± 12'Ø W = 684.37±	STM MH#S4 (2'Ø) RIM = 681.00± 12'Ø SW = 676.41± 12'Ø NE = 676.41±
STM CB#S2 (2'Ø) RIM = 687.20± 12'Ø S = 684.52±	STM MH#S2 (4'Ø) RIM = 689.15± 12'Ø N = 683.95± 12'Ø E = 683.95± 12'Ø W = 683.95±	STM MH#S5 (2'Ø) RIM = 682.50± 12'Ø SW = 678.91± 12'Ø SE = 678.91±
STM CB#S3 (2'Ø) RIM = 688.40± 12'Ø S = 685.90±	STM MH#S3 (4'Ø) RIM = 683.00± 6'Ø S = 679.90± 12'Ø NE = 679.90±	
STM CB#S3 (2'Ø) RIM = 677.50± 12'Ø N = 671.50±		

GENERAL CONSTRUCTION NOTES - GRADING:

- FINAL GRADING SHALL PROVIDE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE.
- RESTORATION SHALL INCLUDE FURNISHING AND PLACING 3" OF TOPSOIL AND HYDRO-SEEDING (OR SEED, FERTILIZER & MULCH) TO THE EXTENTS OF THE DISTURBED AREAS ON THE SITE. MULCH BLANKET IS REQUIRED WHERE SLOPES EXCEED 3H:1V SLOPES.
- PRESERVE AND PROTECT EXISTING TREES TO THE DEGREE POSSIBLE.
- CONSTRUCT SWALES AS REQUIRED TO KEEP DRAINAGE AWAY FROM BUILDINGS.



GRAPHIC SCALE: 1 inch = 40 feet

BM#1: ELEV = 684.63 (NAVD 88)
EXIST. SAN. CLEANOUT MH RIM
BM#2: ELEV = 699.17 (NAVD 88)
EXIST. SAN. AIR RELEASE MH RIM

Mansfield
Land Use Consultants

REV#	DATE	DESCRIPTION	BY	CHK	APP
01	21-02-20	dim	mm	mm	mm
02	21-02-20	dim	mm	mm	mm
03	21-02-20	dim	mm	mm	mm
04	21-04-21	dim	mm	mm	mm
05	21-05-17	dim	mm	mm	mm
06	21-05-17	dim	mm	mm	mm
07	21-05-17	dim	mm	mm	mm
08	21-05-25	dim	mm	mm	mm
09	21-05-25	dim	mm	mm	mm
10	21-05-25	dim	mm	mm	mm
11	21-05-25	dim	mm	mm	mm
12	21-05-25	dim	mm	mm	mm

Bay Area Transportation Authority / Traverse City Housing Commission
Transit-Oriented Mixed-Use Development PUD
GRADING & STORM PLAN - SOUTH
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

FINAL PUD

DATE: 07.13.20

BY: 20108

C5.2

NOTE:
FOREBAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH GARFIELD TOWNSHIP'S STORM WATER ORDINANCE AND AS DETAILED ON SHEET C1.5.

REMOVE AND REPLACE THE EXISTING RIPRAP SPILLWAY, AS NEEDED, TO ALIGN WITH THE NEW DITCHING, GRADING AND CROSS CULVERT.

DO NOT REMOVE EXISTING HMA PAVEMENT. POUR REPLACEMENT CONCRETE CURB & GUTTER UP AGAINST THE EXISTING PAVEMENT.

INSTALL 119 FT OF 24"Ø CMP CULVERT @ 1.85% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS).
24" INV. E = 682.00
24" INV. W = 679.80

EXTEND THE EXISTING CONCRETE SPILLWAY AROUND THE PROPOSED BEEHIVE CATCH BASIN AND CONSTRUCT A 2-SIDED CONCRETE HEADWALL PLUS 45° FLARE TO ENCAPSULATE ALL DRAINAGE FROM THE SPILLWAY DISCHARGE TO THE SOUTH AND THE PROPOSED RECONSTRUCTED DITCH LINE TO THE WEST.

INSTALL 34 FT OF 24"Ø STORM CULVERT @ 1.47% FROM CB#S4 TO THE OUTLET.
24" INV. N = 669.50±
24" INV. S = 669.00±
CONSTRUCT 4'Ø CATCH BASIN WITH BEEHIVE COVER.

24" INV. = 669.00±

TOP OF FOREBAY BERM ELEV = 678'

18 SYD OF HEAVY RIPRAP ON GEOTEXTILE FABRIC

12"Ø PVC PIPE LAID FLAT. INV. = 676.00

23 SYD OF HEAVY RIPRAP ON GEOTEXTILE FABRIC

25' WETLAND SETBACK

SEE BASIN OUTLET DETAIL ON SHEET C1.5

INSTALL 41 FT OF 6" DIA. PVC PIPE @ 0.00% SLOPE. DRILL ONE (1) 1.0" DIA. HOLE AT INVERT OF THE 6" DIA. PIPE CAP FOR SLOW-RELEASE BASIN OUTLET. 1.0" INV. E = 674.00 / 6" INV. W = 674.00

EMERGENCY OVERFLOW (SEE DETAIL ON SHEET C1.5) PLACE 52 SYDS OF HEAVY RIPRAP ON GEOTEXTILE FABRIC TO THE LIMITS SHOWN. SPILLWAY ELEVATION = 679.00'. SPILLWAY BERM OPENING = 10' WIDE BY 1' HIGH

SEE BASIN OUTLET DETAIL ON SHEET C1.5

30 SYD OF HEAVY RIPRAP ON GEOTEXTILE FABRIC

12"Ø PVC PIPE LAID FLAT. INV. = 676.00

TOP OF FOREBAY BERM ELEV = 678'

30 SYD OF HEAVY RIPRAP ON GEOTEXTILE FABRIC

12"Ø PVC PIPE LAID FLAT. INV. = 676.00

EMERGENCY OVERFLOW ROUTING TO WETLANDS

INSTALL 82 FT OF 15"Ø CMP CULVERT @ 4.27% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS). 15" INV. E = 679.50 15" INV. W = 679.00

EMERGENCY OVERFLOW ROUTING TO WETLANDS

INSTALL 26 FT OF 24"Ø CMP CULVERT @ 0.50% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS). 24" INV. E = 684.38 24" INV. W = 684.25

INSTALL 12 FT OF 6" DIA. PVC PIPE @ 0.83% SLOPE. DRILL ONE (1) 1.0" DIA. HOLE AT INVERT OF THE 6" DIA. PIPE CAP FOR SLOW-RELEASE BASIN OUTLET. 1.0" INV. N = 680.00 / 6" INV. S = 679.90

35 SYD OF HEAVY RIPRAP ON GEOTEXTILE FABRIC

SEE BASIN OUTLET DETAIL ON SHEET C1.5

TOP OF FOREBAY BERM ELEV = 682'

35 SYD OF HEAVY RIPRAP ON GEOTEXTILE FABRIC

SEE BASIN OUTLET DETAIL ON SHEET C1.5

35 SYD OF HEAVY RIPRAP ON GEOTEXTILE FABRIC

EMERGENCY OVERFLOW ROUTING TO WETLANDS

INSTALL 82 FT OF 15"Ø CMP CULVERT @ 4.27% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS). 15" INV. E = 679.50 15" INV. W = 679.00

EMERGENCY OVERFLOW ROUTING TO WETLANDS

INSTALL 26 FT OF 24"Ø CMP CULVERT @ 0.50% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS). 24" INV. E = 684.38 24" INV. W = 684.25

EMERGENCY OVERFLOW ROUTING TO WETLANDS

INSTALL 82 FT OF 15"Ø CMP CULVERT @ 4.27% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS). 15" INV. E = 679.50 15" INV. W = 679.00

EMERGENCY OVERFLOW ROUTING TO WETLANDS

INSTALL 26 FT OF 24"Ø CMP CULVERT @ 0.50% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS). 24" INV. E = 684.38 24" INV. W = 684.25

EMERGENCY OVERFLOW ROUTING TO WETLANDS

INSTALL 82 FT OF 15"Ø CMP CULVERT @ 4.27% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS). 15" INV. E = 679.50 15" INV. W = 679.00

EMERGENCY OVERFLOW ROUTING TO WETLANDS

INSTALL 26 FT OF 24"Ø CMP CULVERT @ 0.50% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS). 24" INV. E = 684.38 24" INV. W = 684.25

EMERGENCY OVERFLOW ROUTING TO WETLANDS

INSTALL 82 FT OF 15"Ø CMP CULVERT @ 4.27% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS). 15" INV. E = 679.50 15" INV. W = 679.00

EMERGENCY OVERFLOW ROUTING TO WETLANDS

INSTALL 26 FT OF 24"Ø CMP CULVERT @ 0.50% W/END SECTIONS IN THE PROPOSED DITCH LINE (LENGTH INCLUDES END SECTIONS). 24" INV. E = 684.38 24" INV. W = 684.25

7. GT Metro Fire Department Review



GRAND TRAVERSE METRO FIRE DEPARTMENT

FIRE PREVENTION BUREAU

897 Parsons Road ~ Traverse City, MI 49686
Phone: (231) 922-2077 Fax: (231) 922-4918 ~ Website: www.gtfire.org Email: info@gtfire.org

SITE PLAN REVIEW RECORD

ID # P-1262-M7008

DATE: 8/26/2021

PROJECT NAME: BATA/TCHC Transit Oriented Mixed Use PUD

PROJECT ADDRESS: 0000 Hammond Rd.

TOWNSHIP: Garfield

APPLICANT NAME: Petra Kuehnis

APPLICANT COMPANY: Mansfield Land Use Consultants

APPLICANT ADDRESS: 830 Cottageview Dr. – Suite 201

APPLICANT CITY: Traverse City STATE: MI ZIP: 49684

APPLICANT PHONE: 946-9310 X1003

FAX #

REVIEW FEE: \$75.00

Reviewed By: Kathy Fordyce, Plan Reviewer

This review is based solely on the materials submitted for review and does not encompass any outstanding information. Compliance with all applicable code provisions is required and is the responsibility of the permit holder. Items not listed on the review do not negate any requirements of the code nor the compliance with same. Inspection requests must be made a minimum of 48 hours prior to needed inspection. This plan review is based on the 2015 International Fire Code, as adopted.



GRAND TRAVERSE METRO FIRE DEPARTMENT

FIRE PREVENTION BUREAU

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Phone: (231) 922-2077 Fax: (231) 922-4918 ~ Website: www.gtfire.org Email: Info@gtfire.org

SITE PLAN REVIEW

ID # P-1262-M7008

DATE: 8/26/2021

1. 505.1 Address identification.

New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

-Provide addresses on the commercial building, daycare, apartment buildings, and the admin/bus garage during construction as well as permanently according to the above criteria.

2. 503.3 Marking.

Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

-Provide "NO PARKING-FIRE LANE" along fire apparatus access drives every 100 feet.

3. 507.2 Type of water supply.

A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow.

-Provide water main along LaFranier and Hammond roads adjacent to project parcels.

-Loop the water main for BATA due to the potential for high fire flows.

4. C101.1 Hydrants.

In addition to the requirements of Section 507.5.1 of the International Fire Code, fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, hereafter constructed or moved into the jurisdiction.

-Add a hydrant off the Southeast corner of the 4th apartment building from LaFranier, in the island protruding out into the parking lot.



GRAND TRAVERSE METRO FIRE DEPARTMENT

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- Relocate the hydrant at the East end of the North Access Drive, to The Northwest corner of the 5th apartment building from LaFranier Rd. into the Southeast island.

5. 507.1 Required water supply.

An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

6. D103.5 Fire apparatus access road gates.

Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
6. Methods of locking shall be submitted for approval by the fire code official.
7. Electric gate operators, where provided, shall be listed in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

-Provide limited access on the proposed emergency access road to the North of the complex according to the above criteria and approved by the AHJ.

Resubmit drawings to indicate that the requirements of items 2, 3, 4, & 6 have been met.



GRAND TRAVERSE METRO FIRE DEPARTMENT

FIRE PREVENTION BUREAU

897 Parsons Road ~ Traverse City, MI 49686
Phone: (231) 922-2077 Fax: (231) 922-4918 ~ Website: www.gtfire.org Email: Info@gtfire.org

SITE PLAN REVIEW RECORD

SITE PLAN REVIEW # 2

ID # P-1262-M7008

DATE: 11/1/2021

PROJECT NAME: BATA/TCHC Transit Oriented Mixed Use PUD

PROJECT ADDRESS: 0000 Hammond Rd.

TOWNSHIP: Garfield

APPLICANT NAME: Petra Kuehnis

APPLICANT COMPANY: Mansfield Land Use Consultants

APPLICANT ADDRESS: 830 Cottageview Dr. – Suite 201

APPLICANT CITY: Traverse City STATE: MI ZIP: 49684

APPLICANT PHONE: 946-9310 X1003

FAX #

REVIEW FEE: \$00.00

Reviewed By: Kathy Fordyce, Plan Reviewer

This review is based solely on the materials submitted for review and does not encompass any outstanding information. Compliance with all applicable code provisions is required and is the responsibility of the permit holder. Items not listed on the review do not negate any requirements of the code nor the compliance with same. Inspection requests must be made a minimum of 48 hours prior to needed inspection. This plan review is based on the 2015 International Fire Code, as adopted.



GRAND TRAVERSE METRO FIRE DEPARTMENT

FIRE PREVENTION BUREAU

897 Parsons Road ~ Traverse City, MI 49686
Phone: (231) 922-2077 Fax: (231) 922-4918 ~ Website: www.gtfire.org Email: info@gtfire.org

SITE PLAN REVIEW

ID # P-1262-M7008

DATE: 11/1/2021

1. 505.1 Address identification.

New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

-Provide addresses on the commercial building, daycare, apartment buildings, and the admin/bus garage during construction as well as permanently according to the above criteria.

2. 503.3 Marking.

Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

-Provide “NO PARKING-FIRE LANE” along fire apparatus access drives every 100 feet. Placement will be determined prior to final.

Project may proceed with township approval process.

7. GFA Storm Water Review Letters



January 4, 2022

Mr. Michael Green, Zoning Administrator
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

RE: BATA/ TCHC Transit-Oriented Mixed-Use Development – Storm Water and Private Road Review
Garfield Township, Grand Traverse County, Michigan
Parcel # 05-023-042-01, 05-023-042-30
Job # 21332

Dear Mr. Green,

We have reviewed the revised plans for the BATA/ TCHC Transit-Oriented Mixed-Use Development in Garfield Township. The revised plans were prepared by Mansfield Land Use Consultants and dated 12/5/21. This subsequent review was based on the initial review email dated 11-04-21, to which the applicant has provided a response email. They were examined for compliance with the Township storm water ordinance and Private Road requirements. Based upon our review, we offer the following comments.

Storm Water Review

EXISTING CONDITIONS

Site & Storm Water Conditions

1. The Plans show the existing site is vacant. Existing wetlands divide the property generally from west to northeast - part of the Mitchel Creek watershed. The terrain drops from road grade and sheds to the wetlands. Relief on the site varies between 15' and 30' to the site.
2. No existing storm water facilities or constructed improvements are present on the site.
3. Soil boring report dated 7/2020 was provided. 20' boring logs report predominantly granular soils with layers of stiff clay found throughout the site. Groundwater was found in some of the borings and possibility of perched water and seeps was discussed in the report.
4. With regards to the proposed storm water management locations:
 - North of the wetlands
 - Groundwater found within the proposed North Basin 1 bottom elevations for the north basins. The presence of clay and ground water shown at North Basin 2. These conditions precluded infiltration practices.
 - South of the wetlands :
 - No groundwater encountered.



PROPOSED CONDITIONS

The proposed plans depict construction in two phases across the north and south buildable areas that are divided by the existing wetlands.

- North of the wetlands:
 - Phase I
 - Proposed Bus Terminal, Paving, and Parking uses.
 - Storm water conveyed via curbing, and storm sewer to proposed North Basin 1 with positive slow-flow outlet and overflow to existing wetlands.
 - Phase II
 - Proposed Mixed Density Residential uses.
 - 5 apartment buildings and 15 single family residential lots.
 - Storm water conveyed via curbing, and storm sewer to proposed North Basin 1 and North Basin 2 with positive slow-flow outlet and overflow to existing wetlands.
- South of the wetlands:
 - Phase I
 - Bus Maintenance and Garage Facility with associated paved parking lot and circulation.
 - Storm water conveyed via curbing, and storm sewer to proposed South Basin 1 and South Basin 2 with positive slow-flow outlet and overflow to existing wetlands.

Determination of Surface Runoff

1. Storm water calculations were provided for the basin sizing. The Rational method was used to determine 25-year storage. This method is acceptable for the retention/infiltration basins with adequate downstream conveyances.
 - It is noted that presence of groundwater and clay layers would normally prelude the use of infiltration/retention criteria. However, it is attained via the slow-release outlet. The planned-out volumes are more conservative than the minimum detention volumes.

Conveyance Controls

1. Drainage via sheet flow to rolled curb and gutter, to either storm system or paved spillways to the management areas.
2. The proposed storm sewer system size and slopes meet or exceed ordinance minimums.
3. Storm materials meet ordinance requirement.
4. Conveyance calculations were provided but there appeared to be an error with the design intensity selections. The applicant has been made aware and updated calculations are required to ensure conformance of pipe sizing is adequate for 10-year and 25-year evaluation.

Storm Water Facilities

1. The provided storm water management calculations for the storm water basins demonstrate adequate storage for the 25-year.



Note: Proposed North Basin 1, North Basin 2, and South Basin 1 bottom elevations are set within the range of the groundwater per the soil borings. There is concern of frequent wet conditions and stagnant water present in the bottom of the basins due to the proximity of groundwater at / near basin bottom creating potentially aesthetically unappealing environment. At minimum, wet conditions may persist and it's recommended to detail some sloping to the outlet or add supplemental measure such as underdrain to dry out the basins, if that is what is desired.

Required treatment volume calculations were provided per the ordinance and are acceptable. The proposed treatment forebay volumes are sufficient and also in excess of the required sedimentation volume. The materials and configuration of the treatment forebays meet the requirements of the ordinance

The application indicates proposed vehicle wash station are provided and we request they confirm discharge is connected to the sanitary sewer.

Erosion Control

1. Sufficient erosion and sedimentation control measures are shown on the plans.
2. Plans note slope of 3:1 or greater are to be restored with much blanket.

Geometry/Safety:

1. Side slope are 3:1 and acceptable per the ordinance.
2. Design water depths are within the ordinance 5-ft maximum before additional safety measures apply. However, due to the potential for wet conditions and water ponding as a result of groundwater, overall basin depth, and proximity to LaFranier Road (specifically Basin 1) additional safety measures are warranted for public safety and should include shelving and or fencing.

Maintenance

1. A draft Maintenance Plan was provided and appears acceptable. The maintenance agreement (Plans and Budget) will need to be recorded and copies provided to the Township for their files.
2. Snow storage areas are depicted on C4.1 and C4.2 and appear acceptable.



Private Road Review

The plans propose the construction of the following roads:

- North of the wetlands: **Unnamed Access Road** – 24' wide asphalt paved (reduced to 20' in round-about/cul-de-sac terminus), 66' Easement. The proposed paved width and easement complies with the township
 - Phase I
 - Access provided by one private road entrance proposed off of LaFranier Rd. Future possible drive connection developments to the north are shown on the interior private road – Prince of Peace Church, Village at LaFranier Woods, ect.
 - ~550 LF of private road extending east from LaFranier terminating in a round-about/ cul-de-sac at Phase I easterly limits.
 - Phase II
 - Proposed Mixed Density Residential uses.
 - 5 apartment buildings and 15 single family residential lots.
 - Access provided via the Phase 1 terminus.
 - ~750 LF of private road extending south then east from the Phase 1 cul-de-sac. Turn around facilitated by looping back north then west through the apartment building parking lots that connects to the at the Phase I South of the wetlands:
 - South of the wetlands:
 - Phase I - No roads requiring review. The following is noted:
 - Primary drive access off Hammond Road via a divided commercial drive entrance.
 - Secondary gated emergency access drive provided off LaFranier Rd.
1. The proposed cross-section complies with the Township and GTCRC requirements.
 - 3" of asphalt pavement on 8-inch 22A gravel base on 12" of sand subbase.
 2. The private road drainage was reviewed in the storm water review section. Drainage is controlled with a mix of concrete curb and gutter, HMA curbing, and inverted crowns. The drainage is directed to storm catch basins and then outletting to the sites storm water monument basins. It appears that 1.5% is the minimum cross slope and that adequate drainage is attained through the site.
 3. Vertical geometry details such as the road profile were not provided on the plans. However, based on the detailed grades shown the longitudinal grade is generally slight, ranging between 1.25% and 4%. This is within the maximum allowable grade for paved roads. Please provided documentation to show compliance with the following:
 - AASHTO at 25 MPH for vertical curves should be checked.
 - Vertical curves at 50' minimum shall be provided at all grade changes 4% or more.
 - GTCRC requirements at the entrance will apply.
 4. Horizontal geometry details such radii annotations are provided and appears to be in general compliance with typical private road geometry norms. A review from the Fire Department will need to be provided.



5. The private road entrance will be reviewed by GTCRC. The plan details are currently sufficient for GTCRC submittal to assess geometry and detail grades of the entrance.
- One two-way entrance is proposed the north west corner of the property for the private road. It appears that adequate tapers, curbing, and drainage details are provided.
 - The Bus Facilities primary and secondary emergency entrances will need to be reviewed by GTCRC as well but are not part of the road review.
 - The location will be evaluated for required sight distance by GTCRC.
 - The drive location is not within the vicinity of other road intersections.
 - There are cross culverts at the proposed drive locations to maintain the current drainage along LaFranier Road and Hammond Road.

Maintenance

The Ordinance requires that private roads be maintained by adjoining property owners or users who shall enter into and record an agreement for the joint maintenance of the road in a reasonably safe condition. The developer shall provide appropriate documents to the Township prior issuance of a land use permits.

Certification

The developer shall provide a written certification, signed and sealed by their engineer, certifying the design, construction and installation is compliant with the ordinance prior to issuance of a land use permit.



Summary

We find the proposed private road plans for the BATA/ TCHC Transit-Oriented Mixed-Use Development – Storm Water and Private Road Review meets the intent ordinance requirements however additional information is required as outlined above prior to approval. Additional reviews and approvals are needed from the fire department, GTC SESC, GTC NPDES (NOC), GTCRC and EGLE with copies provided to the Township. Furthermore, it is recommended that future storm water applications be required for each residential lots within proximity to the regulated wetlands. The applicant shall address the above comments, revise / comment accordingly and resubmit a final set of plans (signed and sealed) for a follow-up review. The above listed additional information / clarifications needed could be incorporated into the Findings of Fact as conditions should the Planning Commission / Township Board elect to proceed with review.

Please do not hesitate to contact our office with any questions regarding this letter or if you need additional information.

Respectfully Submitted,

GFA

Jennifer Hodges, PE

Mark W. Maguire, PE

Cc: John Sych, Township Planner
Jim Hirschenberger, Mansfield Land Use Consultants



Engineering
Surveying
Testing &
Operations

123 West Front Street
Traverse City, Michigan 49684
231.946.5874 (P)
231.946.3703 (F)

January 21, 2022

Mr. Michael Green, Zoning Administrator
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

RE: BATA/ TCHC Transit-Oriented Mixed-Use Development – Storm Water and Private Road Review
Garfield Township, Grand Traverse County, Michigan
Parcel # 05-023-042-01, 05-023-042-30
Job # 21332

Dear Mr. Green,

We have reviewed the revised documents for the BATA/ TCHC Transit-Oriented Mixed-Use Development in Garfield Township. Revised plans were prepared by Mansfield Land Use Consultants and dated 01/17/2022. Also included were updated storm sewer calculations, BATA Policies and Procedures for Maintenance Wastewater Generation, and a road design certification letter dated 01/17/2022. This subsequent review was based on the review letter dated 01-04-21, to which the applicant has provided a response letter dated 01/17/2022.

Summary of Letter Responses:

Responses to Township Review Letter Dated 1/5/2022:

Regarding groundwater exposure:

- The applicant emphasized the BATA vehicle maintenance and wash operations are planned to be internal to the maintenance building and outlet through oil/grease separators to the sanitary system. There is no direct connection to the storm system. This is supported by the *BATA Policies and Procedures for Maintenance Wastewater Generation*. Therefore, the exposure concerns to groundwater for is limited to the adjacent parking and circulation uses.
- The applicant explained the lined forebay systems that were designed within the ordinance guidelines for treatment forebays to protect groundwater should natural groundwater be perched in the storage basins.
- The applicant verified groundwater elevations in the north and south basins and has made changes accordingly to help eliminate the potential for standing water. They raised the grades in North Basin 1 and North Basin 2 to a point above of the observed groundwater levels. It is noted and confirmed that the South Basins 1 and 2 had no signs of groundwater to contend with. The plan changes result in no change from the previously acceptable storage volumes. Therefore, this concern appears to be satisfied from our perspective.



Regarding safety concerns:

- The applicant confirmed no basins are over 5' water depth and detailed the overall depth dimensions for North Basin 1 as being within safety guidelines of roadside slope standards. This reasoning makes sense for North Basin 1.
- The response letter and plans indicate no fencing desired around any of the proposed basins.
- The response letter indicates the safety ledge installed for North Basin 1
- The letter directs the reviewer to the landscaping plans where both North Basin 1 and South Basin 1 along LaFranier Rd have well landscaped buffers between the sidewalk and basins. This could be considered protection buffering along LaFrainier Rd, subject to Planning Commission approval.
 - It is noted that South Basin 1 was not addressed directly in the letter. This is the basin with an overall depth from road grade to bottom is 10-ft+. Applicant should provide comments regarding this basin from a safety aspect for the Townships review.

Regarding Maintenance:

- The plan changes show efforts to maintain dry storm water management basins in the design as well as the applicant's intention to make the necessary adjustments in the field should adverse conditions be found during construction. This concern is addressed in our opinion.

Regarding EGLE Review:

- The response letter indicates discharge from storm water facilities are outside the limits of the EGLE designated wetlands and at approved predevelopment rates. The applicant points to EGLE's opportunity to review and comment on proposed work during the permitting process for the trail work along the east side of LaFrainer Rd. It is recommended the applicant to seek EGLE's direct comment on storm water discharges as the Township letter has deemed it necessary for this review process.

Regarding Groundwater Protection Standards.

- The response letter indicates bus maintenance operations will be connected to the sanitary sewer system.
- The fueling station will have primary and secondary spill containment as required to meet local, state and federal standards.
- The letter indicates no substantial impacts to groundwater or wetlands on this project.
 - EGLE's review would help address this concern and satisfy this, thus is still needed to ensure protection.
- The letter indicates no adjustments to the storm water ponds is planned or necessary in their opinion.

Responses to GFA Storm and Private Road Review Letter Dated 1/4/2022:

Summary of Plan Changes:

1. Updated storm sewer sizes based on finalized calculations. The updated calculations demonstrate the pipe sizing is adequate for 10-year conveyance and 25-year evaluation showing no surcharging. These items demonstrate the storm system meeting ordinance standards.



2. The bottoms of the northern management basins are raised to a point above the observed groundwater. Updated storm water management calculations show adequate storage in the basins. This demonstrates the basins should function as planned and are acceptable.
3. Supplemental road profile plans were provided for our review. The plans confirm the road system meets ordinance standards for vertical geometry.

Road Maintenance

The letter acknowledged road maintenance documents will be provided to the Township prior issuance of a land use permits.

Road Certification

The applicant provided a written certification, signed and sealed by their engineer, certifying the design. The letter indicates post-construction certification will be provided.

Summary

The applicant provided most of the additional information and responses to Township review letters. At this time, only minor comments regarding South Basin 1 and EGLE review need to be addressed. The applicant also indicated agency reviews/approvals from the Fire Department and Road Commission were provided previously to the Township.

Moving forward, additional reviews for SESC, GTC NPDES (NOC), and EGLE with copies provided to the Township. Furthermore, it is recommended that future storm water applications be required for each residential lots within proximity to the regulated wetlands. It is our opinion that applicant has largely address the above comments with minor remaining comments to be addressed. The above listed additional information and clarifications needed could be incorporated into the Findings of Fact as conditions should the Planning Commission and Township Board elect to proceed with review.

Please do not hesitate to contact our office with any questions regarding this letter or if you need additional information.

Respectfully Submitted,

GFA

Jennifer Hodges, PE

Mark W. Maguire, PE

Cc: John Sych, Township Planner
Jim Hirschenberger, Mansfield Land Use Consultants



March 16, 2022

Mr. Michael Green, Zoning Administrator
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

RE: BATA/ TCHC Transit-Oriented Mixed-Use Development – Storm Water and Private Road Review
Garfield Township, Grand Traverse County, Michigan
Parcel # 05-023-042-01, 05-023-042-30
Job # 21332

Dear Mr. Green,

We have reviewed the revised documents for the BATA/ TCHC Transit-Oriented Mixed-Use Development in Garfield Township. Revised plans were prepared by Mansfield Land Use Consultants and dated 02/23/2022. This subsequent review was based on the review letter dated 01/21/21, to which the applicant has provided a response letter dated 02/23/2022. Also included was a supplemental plan and profile sheet titled South Basin #1- Profile detailing the grade relationships and landscaping details between LaFranier Rd and South Basin #1, dated 02/23/22.

Summary of Letter Responses:

Responses to Township Review Letter Dated 1/21/2022:

Regarding safety concerns:

- The applicant's letter and supplemental plan further illustrated the proposed South Basin #1 with relation to LaFranier Road regarding safety concerns. No discernible plan changes were made. The response identifies the plan meets or exceeds the typical requirements for clear zone and traversable/non-recoverable slopes per roadside design guidelines. We have validated these statements with regards to the AASHTO requirements. The response indicates the willingness of the applicant to concentrate tree plantings and supplement with staggered evergreen trees as necessary to fill gaps along South Basin #1. The supplemental plans appear to detail the landscaping with additional evergreen trees buffer located outside of the right of way and the shallow ditch between the right of way and traveled lanes. We find the applicant has provided sufficient information regarding the safety effects of constructing of the South Basin #1 with relation to LaFranier Road. We recommend that the applicant to supplement with staggered evergreen trees along this area as stated in the response letter.

Regarding EGLE Review:

- The response letter commits to obtaining the required permits from EGLE. These would include applicable NPDES permitting for construction and point source discharge.



Summary

It is our opinion that all previous noted comments and concerns have been addressed and the plans comply with the ordinance. The applicant shall be responsible to obtain SESC, GTC NPDES (NOC), and EGLE permits with copies to be provided to the Township. Furthermore, it is recommended that future storm water applications be required for each residential lots within proximity to the regulated wetlands.

The above listed additional information and clarifications could be incorporated into the Findings of Fact as conditions should the Planning Commission and Township Board elect to proceed with review.

Please do not hesitate to contact our office with any questions regarding this letter or if you need additional information.

Respectfully Submitted,

GFA

Jennifer Hodges, PE

Mark W. Maguire, PE

Cc: John Sych, Township Planner
Jim Hirschenberger, Mansfield Land Use Consultants

7. GFA Utility (water/sewer) Review Letters



Engineering
Surveying
Testing &
Operations

123 West Front Street
Traverse City, Michigan 49684
231.946.5874 
231.946.3703 

January 3, 2021

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

RE: Bay Area Transportation Authority HQ – Transit Oriented Development PUD
Water Main and Sanitary Sewer Extension – 2nd Review
GFA No. 21334

Dear Mr. Korn,

We have reviewed an updated packet for the proposed watermain extension and sanitary service connection associated with the above referenced project. The review was based on the current standards adopted by Garfield Township in conjunction with the Grand Traverse County Department of Public Works as well as Michigan Department of Environment, Great Lakes, and Energy (EGLE) requirements, Ten State Standards and accepted engineering practice for this area. The revised plans, specifications, basis of design and permit applications were prepared by Mansfield and dated 12-15-21 and received by our office on 12-16-21.

The following items were reviewed in comparison to our previous letter dated 11-4-2021 along with the applicant's response letter dated 12-15-2021. The following outstanding items and/or clarifications are noted below with numbers corresponding to GFA letter dated 11-4. Additional review comments were also noted as a result of additional information submitted and are underlined for distinction.

COMMENTS ON THE PLANS

General Comments

6. The installation of water main, sewer main, hydrants, valves, and manholes shall not be installed within the proposed sidewalk, and/or asphalt that would inhibit access by the DPW. Please ensure that there are no obstructions that would prohibit access. If this cannot be complied with, please note the DPW is not responsible for any costs associated with replacement of such infrastructure such as the parking lot, dumpster pad and access drives. It appears some of the hydrants are in close proximity to proposed sidewalk.
 - a. **South side water main runs under proposed walking path due to separation requirements, however it is requested applicant consider moving to the south outside influence if possible, could move to the north side of path and acquire easement**
8. Please identify whether onsite irrigation will be utilized and intentions for service lead and/or meter installation. A standardized detail is available on the GTC DPW website.



- a. Irrigation to be metered and coordinated with DPW

Sheet C 6.0 / C6.1 / C6.2 (Overall Utility Plan)

1. Watermain stub to northern parcel missing on Sheet C6.0
2. Valves to be labelled in addition to hydrants per numbers previously provided by GFA
3. Manhole numbers to be updated to match those previously provided by GFA
4. Watermain stationing is not provided on the plan sheets
5. Watermain connection along Hammond Road shall be denoted as a live tap (tapping sleeve and valve) as service disruption will not be allowed to accommodate traditional connection.
6. Unclear small building use / type for water service illustrated to be provided just south of commercial use building on north portion of the lot
7. Note to be added to notes to place 4x4 posts at all water and sewer main stubs. Hydrant 1195 shall be relocated closer to valve / stub to act as blow-off.
8. Valve stub located near SMH-17 shall be replaced with a permanent blow-off including valve and blind flange. Add GTCDPW detail as well
9. Notes should be added to plans for all work within public ROW, contractor may have to utilize trench boxing and sheeting to facilitate install to prevent any damage to public road and remain outside influence of asphalt. In addition, measures and specification for dewatering shall be provided.
8. Bored water main section under Hamond road shall comply with GTC DPW standards either Directional Drill or Bore and Jack. This needs to be clarified on the plan and profile. A live tap shall be utilized to eliminate service disruption and also depicted on the drawings to connect to Hammond Road existing watermain. A connection to existing shall be illustrated to facilitate connection to watermain on Lafranier (existing valve / blind flange are available).
 - a. **HDPE shall be DR 11 (DIPS) and minimum of 14" to better match existing pipe ID shall be provided. Fusible C900 DR18 would be considered an approved alternate.**
13. A minimum 1" and 6" service leads for water and sewer respectively are required; it is the applicant's responsibility to ensure leads area sufficiently sized to meet the capacity requirements for each unit to be serviced. In addition, 1% min slope for gravity is required for leads and does not account for basement service. If basement service is needed applicant may need to account for a pump to transfer flows. Service lead sizes are not depicted on the plans and should be identified. IPP manholes to be installed for commercial buildings and shown on the plans
 - a. **Applicant notes, "see architectural plans for building connections" however does not appear the correct Architectural plans for this project were provided**

Sheet C7.1 to C7.3 (Watermain Plan & Profiles)

1. A note referencing environmental assessment is stated throughout. Please advise on status as Mansfield letter indicates no impact.
2. Sheet C7.2 notes a café whereas overall utility plan references a commercial building



Sheet C6.3-C6.7 (Sanitary Sewer Plan & Profiles)

6. SMH-14 shall be a drop structure
 - a. All drop structures should be labeled and depicted as such on the profile.
 - b. Consideration to reduce Sewer to 8" for all upstream piping up to SMH-10 as capacity would accommodate.
 - c. Core into existing manhole shall include Kor-N-seal boot

Sheet C 1.3 (Watermain Details)

1. Applicant is responsible to verify the watermain pressure and available capacity (existing and proposed) is sufficient to accommodate the max day flows of the development. Applicant shall coordinate with the GTC DPW to perform a hydrant flow test.
 - a. They have reached out to DPW multiple times for hydrant test and received no response. GFA will coordinate with DPW to assist.

COMMENTS ON THE PERMIT APPLICATIONS

MDEQ Act 399 (Community Water Supply)

1. All final copies of permits including GTCRC, EGLE, SESC shall be provided to the Township
2. Applicant provided copy of Act 399 Permit which GFA will assist with processing
3. Applicant still needs to provide copy of Part 41 Permit and upon receipt GFA will assist with processing.

GFA has reviewed and found the plans, specifications and basis of design to be in general compliance with the Township requirements and acceptable for SUP consideration. This letter depicts some additional revisions to be incorporated and once received, we will provide the subsequent review to verify the appropriate revisions have been made. Assuming the appropriate corrections have been made we will make recommendation to the Township for submission of permit application. At such time, four (4) copies of plans and specifications (signed/ sealed) and one (1) pdf set will need to be provided for submission.

We appreciate the opportunity to assist the Township during the approval of this project. If you have any questions, please don't hesitate to contact me at (231) 946-5874.

Sincerely,

Jennifer Hodges, P.E.
Project Manager

CC: John Divozzo, Director, GTC DPW
Mr. Jim Hirschenberger, Mansfield

7. SESC Letter of Determination

GRAND TRAVERSE COUNTY ENVIRONMENTAL HEALTH
SOIL EROSION AND SEDIMENTATION CONTROL
SITE DETERMINATION FORM

PART 91, SOIL EROSION & SEDIMENTATION CONTROL, ACT 451 OF 1994,
AS AMENDED & GTCHD SOIL EROSION SEDIMENTATION CONTROL ORDINANCE

RECEIVED

NOV 18 2021

Office
Use
Only

Amount: \$ 25.00

Receipt #: 54270

Received By: *jm*

Project Type: ☐ Residential ☐ Multi-Family ☒ Commercial

Project Address: W. Hammond Rd City, Zip: Traverse City, MI 49686

Tax #: 28-05-023-042-30 Twp: Garfield Twp. Section: 23 Town: 27N Range: 11W

Subdivision: NA Lot: NA

Size of Earth Change: 16.88 ac. Start Date: 3-1-2022 Completion Date: 11-15-2023

Name & Distance to Nearest Surface Water, Wetland or Drain: ~3,071 ft westerly to the Boardman River

Describe Project: Transit-Oriented Mixed-Use Development: BATA Headquarters & Transfer Sta, TCHC Residential, Retail.

*** DETERMINATIONS MUST BE SUBMITTED WITH AN ACCURATE SITE PLAN OF PROPOSED

WORK*** Owner's Name: Bay Area Transportation Authority & Traverse City Housing Commission

Owner's Mailing Address: 3233 Cass Rd & 150 Pine St. City, State, Zip: Traverse City, MI 49684

Owner's Phone: 231-933-5544 (Kelly Dunham) Owner's email: dunhamk@bata.net
231-922-4915 (Tony Lentych) tlentych@tcpha.net

Applicant (if other than owner):

Address: City, State, Zip:

Phone: Email:

**Signature: *Kelly Dunham / Tony Lentych* Date: 11/18/21

DEPARTMENT USE ONLY: COMPLETED BY SANITARIAN

THE FOLLOWING CRITERIA DO NOT APPLY:

SOM PA 451, PART 91 REQUIREMENTS

- ☐ Within 500' of Lake or Stream
☐ Disturb 1 acre or more

GTCHD SESC REQUIREMENTS

- ☒ Within 500' of Regulated Wetland ☒ Slopes of 20% or greater
☒ Within 500' of a County Drain ☐ Group D Hydrologic Soils

Comments: Nearest surface water Mitchell Creek Trib ~500', wetland on development, loamy sand slopes from 0 - 12% with some group D soils

☒ OFFICE REVIEW ☒ FIELD REVIEW

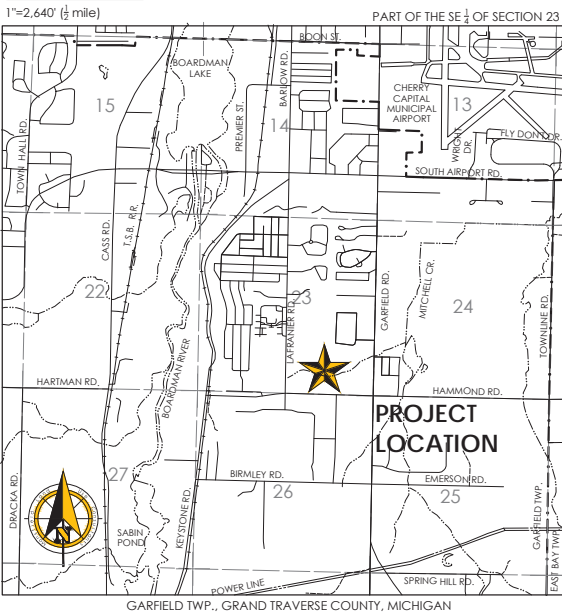
Based on information provided by the Land Owner, the requirement for a Soil Erosion/Sedimentation Control (SESC) Permit has been reviewed in accordance with Part 91, Act 451 of 1994 and the Grand Traverse County Soil Erosion and Sedimentation Control Ordinance, as amended. Grand Traverse County Health Department, County Enforcing Agency, has determined that a SESC Permit is:

☐ NOT REQUIRED

☒ REQUIRED

Sanitarian Reviewer: *[Signature]*

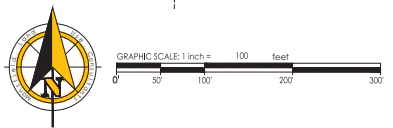
Date: 11/22/21

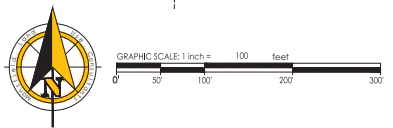


EMERGENCIES:	911
Grand Traverse Metro:	231-947-3000
Grand Traverse Rural:	231-943-9721
Garfield Township:	231-941-7682

- C1.0 COVER SHEET
- C1.1 NOTE SHEET
- C1.2 CIVIL DETAILS - SITE
- C1.3 CIVIL DETAILS - WATER
- C1.4 CIVIL DETAILS - SANITARY
- C1.5 CIVIL DETAILS - STORM
- C2.0 EXISTING CONDITIONS PLAN
- C3.1 DEMOLITION PLAN
- C3.0 SOIL EROSION & SEDIMENTATION CONTROL PLAN
- C4.0 OVERALL SITE PLAN
- C4.1 SITE & DIMENSION PLAN - NORTH
- C4.2 SITE & DIMENSION PLAN - SOUTH
- C5.0 OVERALL GRADING & STORM PLAN
- C5.1 GRADING & STORM PLAN - NORTH
- C5.2 GRADING & STORM PLAN - SOUTH
- C6.0 OVERALL UTILITY PLAN
- C6.1 UTILITY PLAN - NORTH
- C6.2 UTILITY PLAN - SOUTH
- C6.3 PLAN & PROFILE - SANITARY: STA 0+00 TO 11+00
- C6.4 PLAN & PROFILE - SANITARY: STA 11+00 TO 22+00
- C6.5 PLAN & PROFILE - SANITARY: STA 22+00 TO 33+00
- C6.6 PLAN & PROFILE - SANITARY: STA 33+00 TO 42+00 & CHURCH
- C6.7 PLAN & PROFILE - SANITARY: STA 42+00 TO 52+00
- C6.8 PLAN & PROFILE - WATER MAIN: STA 52+00 TO 64+00
- C6.9 PLAN & PROFILE - WATER MAIN: STA 64+00 TO 69+00
- C7.0 PLAN & PROFILE - WATER MAIN: STA 69+00 TO 79+00
- C7.1 PLAN & PROFILE - WATER MAIN: STA 79+00 TO 90+00
- C7.2 PLAN & PROFILE - WATER MAIN: STA 90+00 TO 103+00
- C7.3 PLAN & PROFILE - WATER MAIN: STA 103+00 TO 114+00
- L1.0 LANDSCAPE PLAN - NORTH
- L1.1 LANDSCAPE PLAN - SOUTH
- L1.2 LANDSCAPE PLAN - APARTMENTS

Garfield Township, Grand Traverse County, Michigan

[illegible]

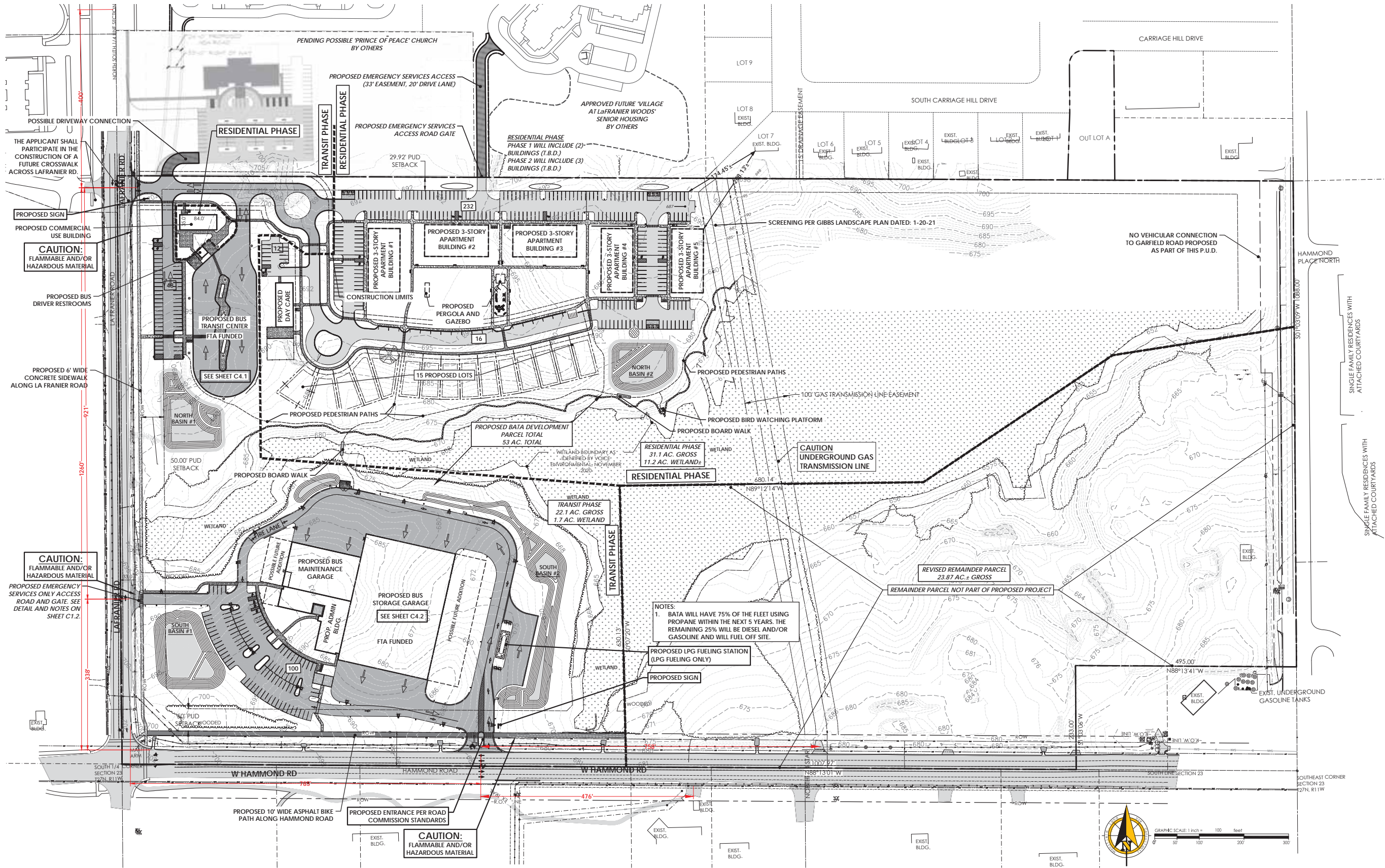


EXPOSURES TO THE IMPACTED SOILS WILL BE CONSIDERED IN THE ENVIRONMENTAL PLANNING FOR THE SITE. SOILS IMPACTED WITH RESIDUAL AGROCHEMICALS IN THE HISTORIC ORCHARD AREA WILL BE MANAGED IN THAT AREA THROUGH DEVELOPMENT OF THE PROJECT GRADING PLAN. THE PROJECT GRADING PLAN WILL BE DEVELOPED SUCH THAT SOILS IN THE ORCHARD AREA REMAIN IN THAT AREA. POTENTIAL UNACCEPTABLE EXPOSURES TO THE SOILS WILL BE MANAGED OR MITIGATED BY COVERING THE SOILS WITH UNIMPACTED TOPSOIL AND VEGETATION OR COVERING WITH HARD SURFACE MATERIALS. THERE ARE NO DRINKING WATER OR FOOD CHAIN CONCERNS FOR THE SOILS. IF THE SOILS ARE TO BE USED IN A LICENSED FACILITY, IT IS ALSO POSSIBLE THAT SITE SPECIFIC EXPOSURE CRITERIA FOR THE SPECIFIC FUTURE USE IN THIS AREA CAN BE DEVELOPED WHICH WILL DEMONSTRATE ACCEPTABLE EXPOSURE FOR FUTURE USES. - ROGER MAWBY
OTWELL MAWBY, P.C. CONSULTING ENGINEERS, TRAVERSE CITY, MI

Mansfield
— an —
Land Use Consultants

Bay Area Transportation Authority / Traverse City Housing Commission
Transit-Oriented Mixed-Use Development PUD
DEMOLITION PLAN
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

C2.1



- GENERAL CONSTRUCTION NOTES:**
1. SEE ARCHITECTURAL PLANS FOR BUILDING FOOTPRINT, DETAILS & DIMENSIONS, ETC.
 2. SEE ELECTRICAL PLANS FOR SITE LIGHTING AND POWER.
 3. SEE STRUCTURAL PLANS FOR CONCRETE ENTRANCE SLABS, RAMPS AND CONCRETE UTILITY PADS.
 4. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES PRIOR TO COMPLETING ANY ON-SITE WORK.
 5. 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.
 6. THE PROPOSED BUILDING SHALL MEET LOCAL CODES FOR ADDRESS IDENTIFICATION AND DISPLAY.
 7. FIRE LANES SHALL BE POSTED WITH SIGNS ACCORDING TO LOCAL CODES AND FIRE DEPARTMENT APPROVAL.

[FL] "NO PARKING FIRE LANE" SIGN, TYP.

Bay Area Transportation Authority / Traverse City Housing Commission
Transit-Oriented Mixed-Use Development PUD

OVERALL SITE PLAN

Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

FINAL PUD

DATE: 07/13/20

CREATED: 07/13/20

20108

C4.0

REV#	DATE	DESCRIPTION	BY	CHK	DATE	DESCRIPTION	BY	CHK
08	21-08-23	dim	mm	dim	mm	dim	mm	dim
09	21-09-10	dim	mm	dim	mm	dim	mm	dim
10	21-10-22	dim	mm	dim	mm	dim	mm	dim
11	21-12-28	dim	mm	dim	mm	dim	mm	dim
12	21-12-28	dim	mm	dim	mm	dim	mm	dim
13	22-01-17	dim	mm	dim	mm	dim	mm	dim
14	22-02-23	dim	mm	dim	mm	dim	mm	dim
15	22-03-11	dim	mm	dim	mm	dim	mm	dim

REV#	DATE	DESCRIPTION	BY	CHK	DATE	DESCRIPTION	BY	CHK
08	21-08-23	dim	mm	dim	mm	dim	mm	dim
09	21-09-10	dim	mm	dim	mm	dim	mm	dim
10	21-10-22	dim	mm	dim	mm	dim	mm	dim
11	21-12-28	dim	mm	dim	mm	dim	mm	dim
12	21-12-28	dim	mm	dim	mm	dim	mm	dim
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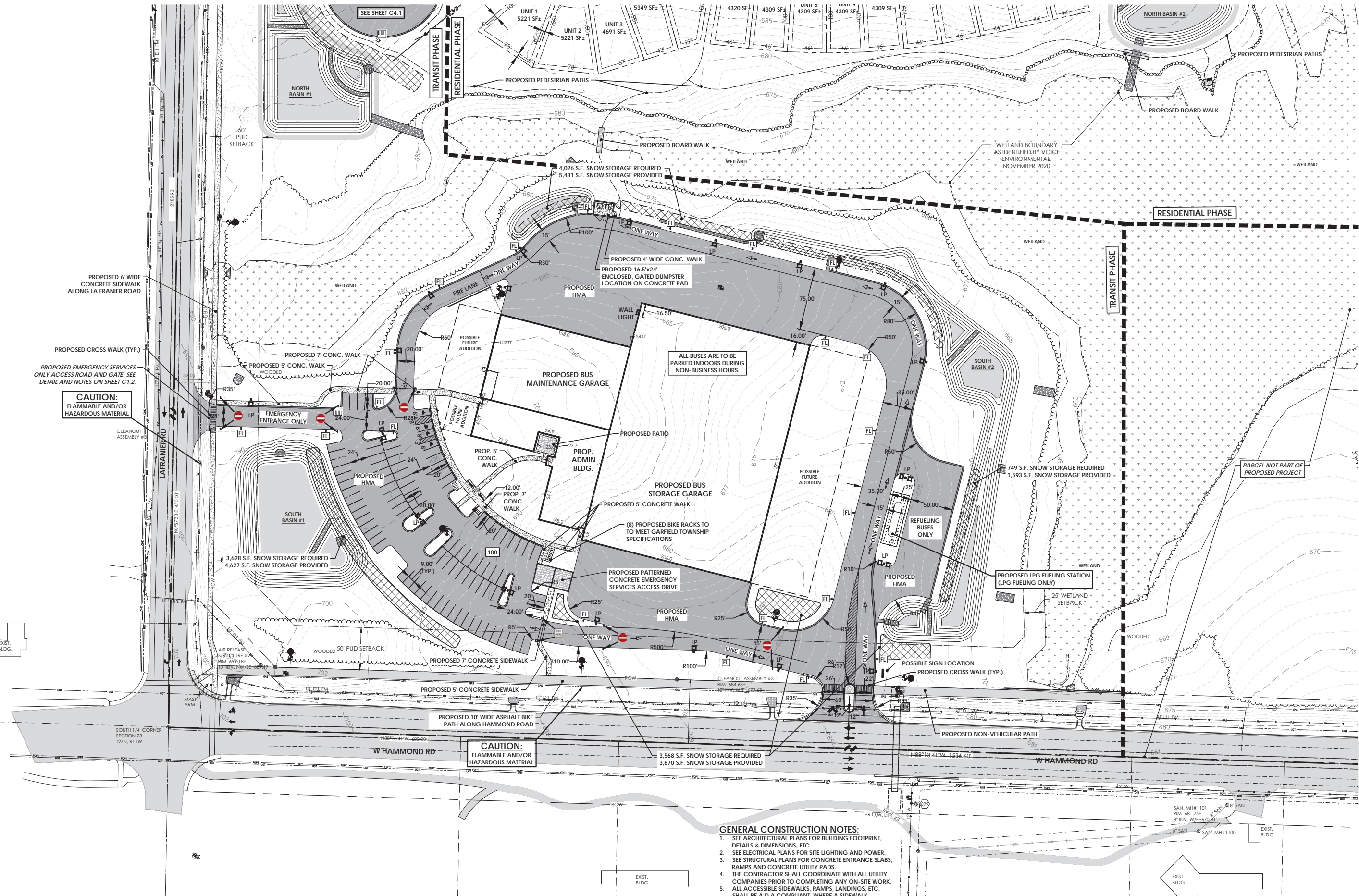
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14	22-02-23	dim	mm	dim	mm	dim
15	22-03-11	dim	mm	dim	mm	dim



GENERAL CONSTRUCTION NOTES:

1. SEE ARCHITECTURAL PLANS FOR BUILDING FOOTPRINT, DETAILS & DIMENSIONS, ETC.
2. SEE ELECTRICAL PLANS FOR SITE LIGHTING AND POWER.
3. SEE STRUCTURAL PLANS FOR CONCRETE ENTRANCE SLABS, RAMPS AND CONCRETE UTILITY PADS.
4. 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.
5. THE PROPOSED BUILDING SHALL MEET LOCAL CODES FOR ADDRESS IDENTIFICATION AND DISPLAY.
6. FIRE LANES SHALL BE POSTED WITH SIGNS ACCORDING TO LOCAL CODES AND FIRE DEPARTMENT APPROVAL.
 - FL "NO PARKING FIRE LANE" SIGN, TYP.
 - FL "DO NOT ENTER" SIGN, TYP.
 - FL "EXIT HERE" SIGN, TYP.

NOTES:

1. ANY PROPOSED SIGNS SHALL BE SET BACK A MIN. OF 10' FROM ALL R.O.W. LINES. MEET ALL GARFIELD TOWNSHIP SIGN STANDARDS AND BE APPROVED THROUGH THE SIGN PERMITTING PROCESS.
2. UNLESS OTHERWISE NOTED, ALL SIDEWALKS ABUTTING PARKING SPACES ARE TO BE 7' IN WIDTH AND ALL OTHER SIDEWALKS ARE TO BE 5' IN WIDTH.

830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
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www.mansfield.com
info@mansfield.com

Mansfield
Land Use Consultants

Bay Area Transportation Authority / Traverse City Housing Commission
Transit-Oriented Mixed-Use Development PUD

SITE & DIMENSION PLAN - SOUTH

Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

REV#	DATE	BY	CHK	DESCRIPTION
01	11/08/21	dm	mm	Two PUD Submittal
02	11/08/21	dm	mm	G.T. Metro F.D. Reapproval
03	11/09/21	dm	mm	Hammond & LaFraniar Entrance Revisions
04	11/10/21	dm	mm	Two Submittal - Final PUD Application
05	11/12/21	dm	mm	Two Submittal - Final PUD Application
06	11/12/21	dm	mm	Two Submittal - Final PUD Application
07	11/12/21	dm	mm	Two Submittal - Final PUD Application
08	11/12/21	dm	mm	Two Submittal - Final PUD Application
09	11/12/21	dm	mm	Two Submittal - Final PUD Application
10	11/12/21	dm	mm	Two Submittal - Final PUD Application
11	11/12/21	dm	mm	Two Submittal - Final PUD Application
12	11/12/21	dm	mm	Two Submittal - Final PUD Application
13	11/12/21	dm	mm	Two Submittal - Final PUD Application
14	11/12/21	dm	mm	Two Submittal - Final PUD Application
15	11/12/21	dm	mm	Two Submittal - Final PUD Application

FINAL PUD

dm

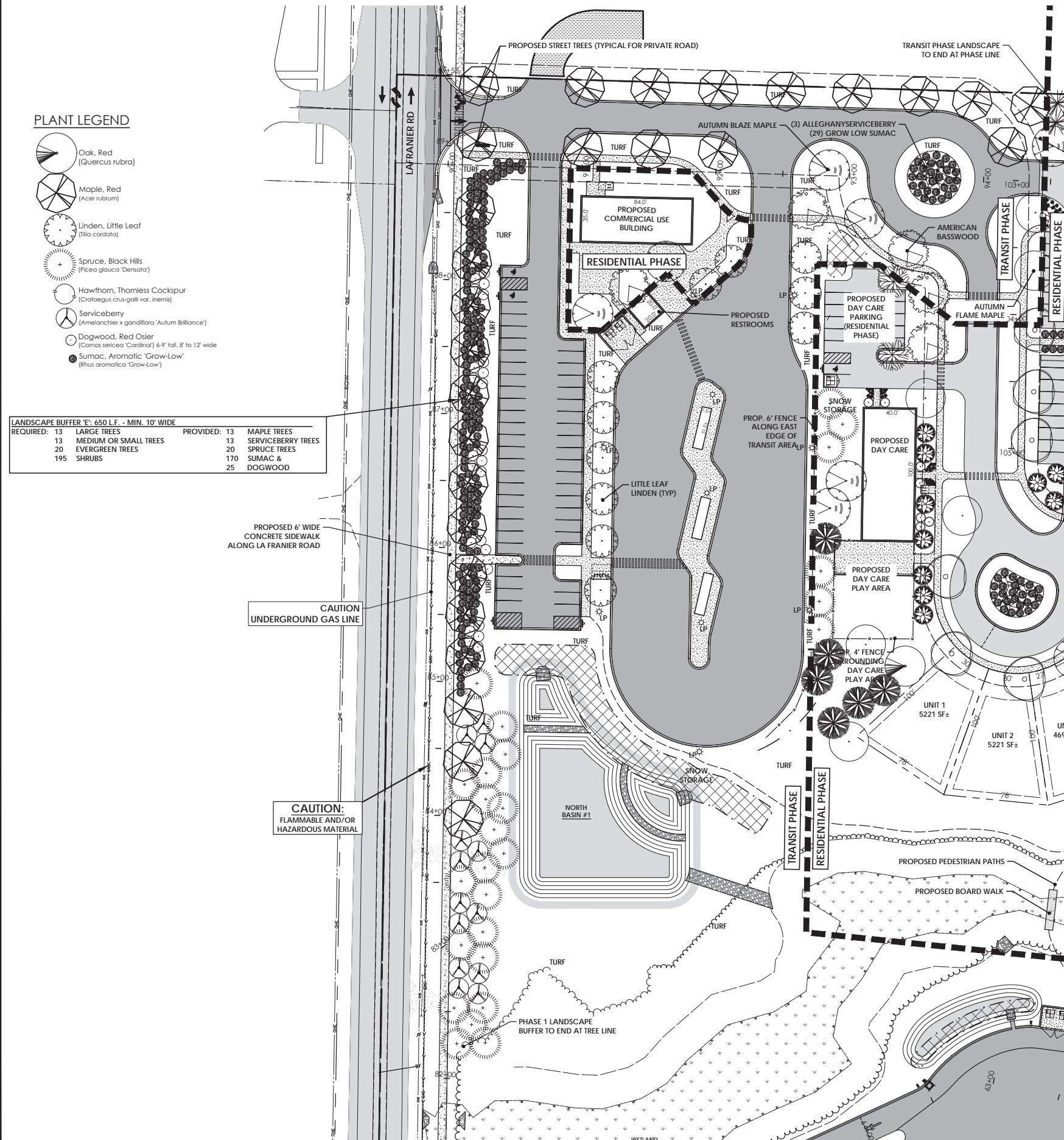
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PLANTING NOTES:

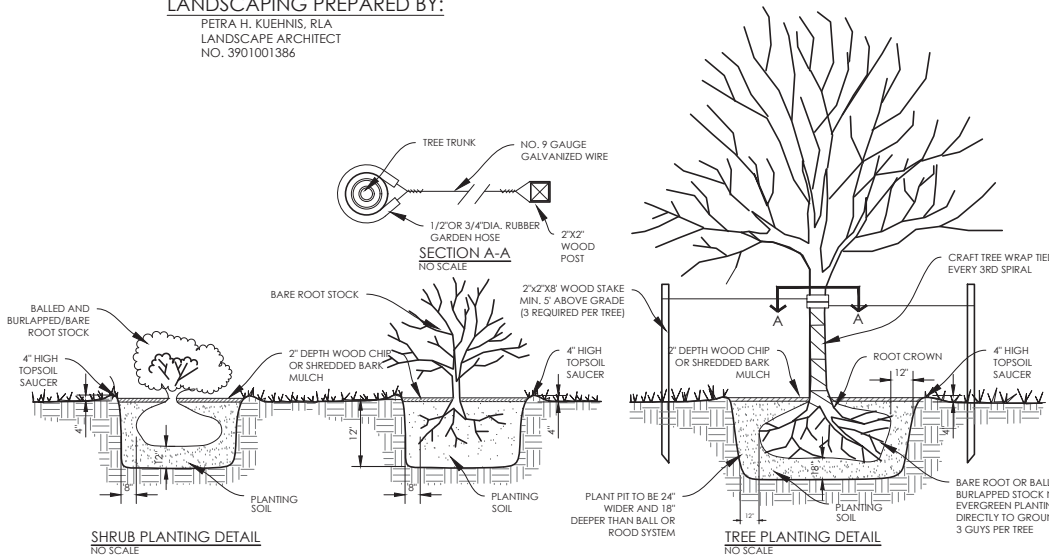
1. CLEAN UP AND REMOVE FROM THE PLANTING AREAS WEEDS AND GRASSES, INCLUDING ROOTS, AND ANY MINOR ACCUMULATED DEBRIS AND RUBBISH BEFORE COMMENCING WORK
2. REMOVE AND DISPOSE OF ALL SOIL IN PLANTING AREAS THAT CONTAINS ANY DELECTERIOUS SUBSTANCE SUCH AS OIL, PLASTER, CONCRETE, GASOLINE, PAINT, SOLVENTS, 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.
3. 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.
4. ALL PLANT MATERIALS SHALL BE HEALTHY, WELL DEVELOPED REPRESENTATIVES OF THEIR SPECIES OF VARIETIES, FREE FROM DISFIGUREMENT WITH WELL-DEVELOPED BRANCH AND ROOT SYSTEMS, AND SHALL BE FREE FROM ALL PLANT DISEASES AND INSECT INFESTATION.
5. ALL PLANT SUBSTITUTIONS WILL BE SUBJECT TO THE OWNER'S APPROVAL.
6. EACH PLANT SHALL BE PLANTED WITH ITS 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.
7. MULCH ALL PLANTING BEDS WITH 3 INCHES OF SHREDDED BARK MULCH.
8. REMOVE ALL TREES, LOGS, LIMBS, NURSERY STAKES AND TIES FROM ALL PLANT MATERIAL ONLY AFTER THE APPROVAL OF THE OWNER.
9. 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.
10. ALL DISTURBED AREAS SHALL BE TOP SOILED TO A DEPTH OF 4", SEEDED, FERTILIZED AND MOLDED MULCH BLANKETS SHALL BE USED AS NEEDED IN AREAS OF POTENTIAL EROSION PRIOR TO ESTABLISHMENT OF LAWN AREAS.

IRRIGATION NOTES:

1. LANDSCAPING TO BE IRRIGATED. INSTALLATION TO BE PERFORMED BY A REPUTABLE IRRIGATION CONTRACTOR.

LANDSCAPING PREPARED BY:

PETRA H. KUEHNIS, RLA
LANDSCAPE ARCHITECT
NO. 3901001386



PLANT LIST - TRANSFER STATION			
TREES			
common name	botanical name	size	estimated quantity
Redwood, American	<i>Tilia americana</i>	2 1/2' M&S	3
Linden, Little Leaf	<i>Tilia cordata</i>	2 1/2' M&S	9
Maple, Autumn Blaze	<i>Acer x Freemanii</i> 'Autumn Blaze'	2 1/2' M&S	9
Maple, Autumn Flame	<i>Acer rubrum</i> 'Autumn Flame'	1 1/2' M&S	2
Maple, Red	<i>Acer rubrum</i>	2 1/2' M&S	25
Serviceberry, Allegheny	<i>Amelanchier laevis</i>	2 1/2' M&S	3
Serviceberry	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	6' M&S	0
Spruce, Black Hills	<i>Picea glauca</i> 'Glenstar'	6'-8' M&S	20
SHRUBS			
common name	botanical name	size	estimated quantity
Dogwood, Red Osier	<i>Cornus sericea</i> 'Cardinal'	5 gallon	25
Sumac, Green-Leaf Fragrant	<i>Rhus glabra</i> 'Green-Leaf'	5 gallon	199
Note: Plant quantities shown are estimates and may be subject to change depending upon actual site layout/install.			

	REVA	DATE	DOS	CHE	DISC
08	21-09-26	din	rent	twa PUD Submettal	
09	21-07-10	din	rent	G.I. Metro F.D. Resubmettal	
10	21-07-27	din	rent	Hammord & Lofanier Entrance Revisions	
11	21-08-27	din	rent	Twa Submettal - Final PUD Application	
12	21-12-15	din	rent	Twa Submettal - Final PUD Application	
13	22-01-18	din	rent	Twa Submettal - Final PUD Application	
14	22-01-17	din	rent	Twa Submettal - Final PUD Application	
15	22-03-31	din	rent	Utilities, Storms & Private Rd	
16	22-03-31	din	rent	Utilities, Storms & Private Rd	
17	22-03-31	din	rent	Twa Revised Submettal - Final PUD	

PLANT LEGEND

- Oak, Red (Quercus rubra)
- Maple, Red (Acer rubrum)
- Linden, Little Leaf (Tilia cordata)
- Spruce, Black Hills (Picea glauca 'Densata')
- Hawthorn, Thornless Cockspur (Crataegus crus-galli var. inermis)
- Serviceberry (Amelanchier x gandiflora 'Autum Brilliance')
- Dogwood, Red Osier (Cornus sericea 'Cardinal') 6-9' tall, 8" to 12" wide
- Sumac, Aromatic 'Grow-Low' (Rhus aromatica 'Grow-Low')

PROPOSED GARFIELD TOWNSHIP BIKE PATH

PROPOSED 6' WIDE CONCRETE SIDEWALK ALONG LA FRANIER ROAD

LANDSCAPE BUFFER 'C': 250 L.F. - MIN. 10' WIDE			
REQUIRED:	8	LARGE TREES	PROVIDED: 6
	8	MEDIUM OR SMALL TREES	2
	3	EVERGREEN TREES	3

CAUTION: FLAMMABLE AND/OR HAZARDOUS MATERIAL

PRESERVE AND PROTECT EXISTING TREE THICKET MADE UP OF 3"-10" SUGAR MAPLE

PROPOSED 10' WIDE ASPHALT BIKE PATH ALONG HAMMOND ROAD

CAUTION UNDERGROUND GAS LINE

PROPOSED NON-VEHICULAR PATH

LANDSCAPE BUFFER 'D': 300 L.F. - MIN. 20' WIDE			
REQUIRED:	12	LARGE TREES	PROVIDED: 12
	9	MEDIUM OR SMALL TREES	9
	9	EVERGREEN TREES	9

LANDSCAPE BUFFER 'D': 100 L.F. - MIN. 20' WIDE			
REQUIRED:	4	LARGE TREES	PROVIDED: 4
	3	MEDIUM OR SMALL TREES	3
	3	EVERGREEN TREES	3

PLANT LIST - MAIN BUILDING

Common name	Botanical name	Size	Estimated quantity
Hawthorn, Thornless Cockspur	Crataegus crus-galli var. inermis	6' S&B	20
Maple, Red	Acer rubrum	2 1/2' S&B	32
Oak, Red	Quercus rubra	2 1/2' S&B	12
Spruce, Black Hills	Picea glauca 'Densata'	6'-8' S&B	15

Note: Plant quantities shown are estimates and may be subject to change depending upon actual site layout/needs.

SEE PLANTING NOTES AND DETAIL, SHEET L1.0



GRAPHIC SCALE: 1 inch = 40 feet

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info@maaeps.com

Mansfield
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Transit-Oriented Mixed-Use Development PUD

LANDSCAPE PLAN - SOUTH

Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

FINAL PUD

DATE: 07/13/20

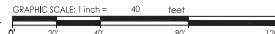
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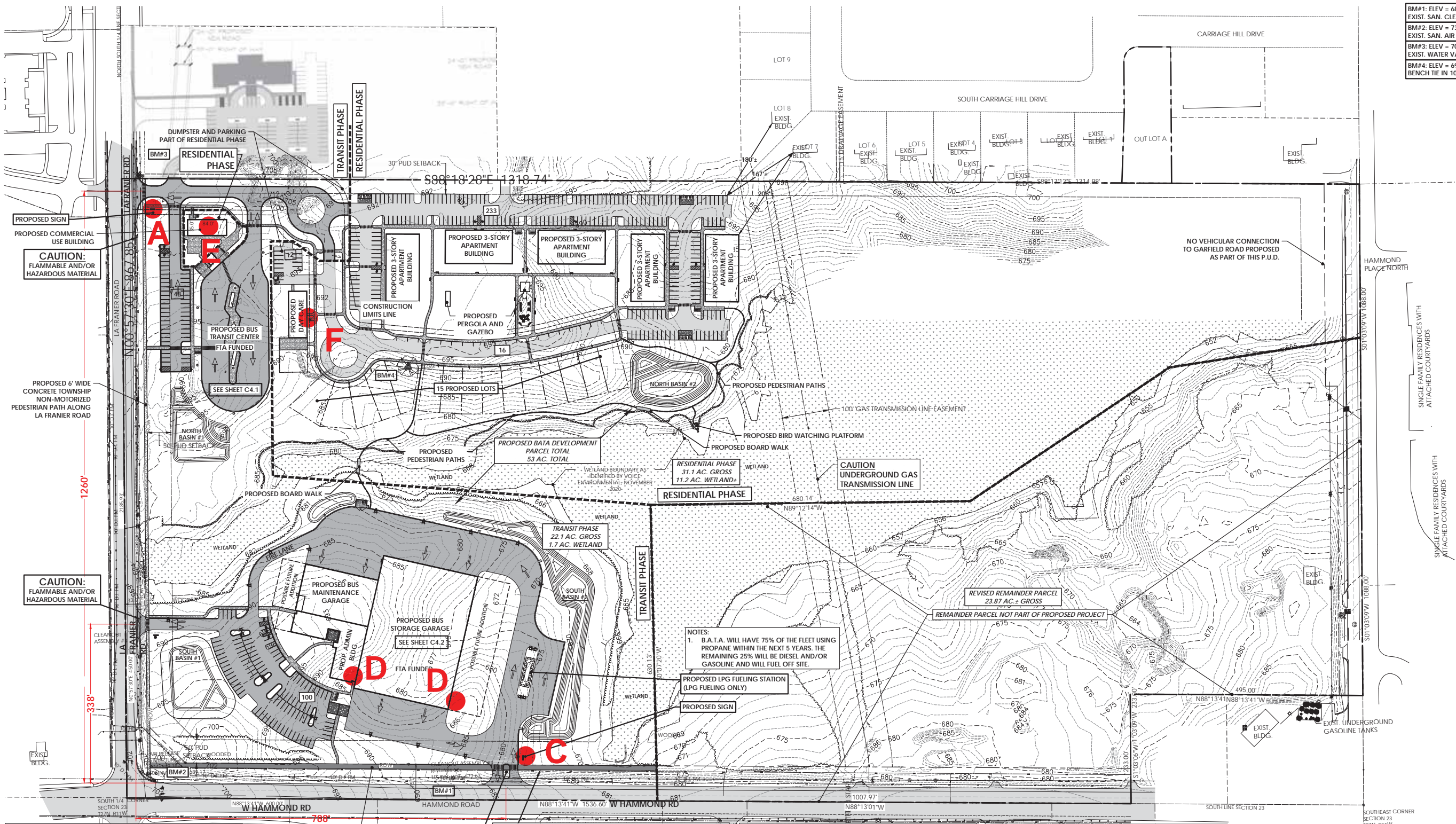
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PLANT LIST - APARTMENTS & DAYCARE			
TREES			
common name	botanical name	size	estimated quantity
Alder, Speckled	<i>Alnus rugosa</i>	2 1/2' 88.5	3
Basewood, American	<i>Tilia americana</i>	2 1/2' 88.5	12
Crabapple, Adirondack	<i>Malus 'Adirondack'</i>	2 1/2' 88.5	20
Crabapple, Red Jewel	<i>Malus 'Red Jewel'</i>	2 1/2' 88.5	12
Elm, New Harmony	<i>Ulmus americana 'New Harmony'</i>	2 2/2' 88.5	14
Fir, White	<i>Pseudotsuga mented glauca</i>	6' 88.5	13
Maple, Autumn Blaze	<i>Acer x freemanii 'Autumn Blaze'</i>	2 1/2' 88.5	15
Maple, Autumn Flame	<i>Acer rubrum 'Autumn Flame'</i>	1 1/2' 88.5	15
Oak, Red	<i>Quercus rubra</i>	2 1/2' 88.5	23
Red Bud, Eastern	<i>Cercis canadensis</i>	2 1/2' 88.5	10
Serviceberry, Alleghany	<i>Amelanchier laevis</i>	2 1/2' 88.5	37
Spruce, Black Hills	<i>Picea glauca 'Denata'</i>	6-8' 88.5	13
Tamarack, Larch	<i>Larix laricina</i>	6-8' 88.5	22
Tulip Tree, Fastigiatum	<i>Liriodendron tulipifera 'Fastigiata'</i>	2 1/2' 88.5	10
SHRUBS			
common name	botanical name	size	estimated quantity
Dogwood, Red Osier	<i>Cornus sericea 'Cardinal'</i>	5 gallon	28
Hydrangea, Quick Fire	<i>Hydrangea paniculata</i>	5 gallon	7
Spice Bush	<i>Lindera bentoni</i>	5 gallon	6
Sumac, Gro-Low Fragrant	<i>Rhus aromatica 'Gro-Low'</i>	5 gallon	31
PERENNIALS			
common name	botanical name	size	estimated quantity
Astilbe, Giot	<i>Astilbe x arendsii 'Gulf'</i>	1 gallon	72
Black Eyed Susan	<i>Rudbeckia 1. 'Goldstrum'</i>	1 gallon	40
Daylily, Stella de Oro	<i>Hemerocallis x 'Stella de Oro'</i>	1 gallon	96
Fern, Cinnamon	<i>Osmunda cinnamomea</i>	1 gallon	72
Grass, Little Bluestem Ornamental	<i>Schizachyrium scoparium 'The Blues'</i>	1 gallon	154
Grass, Little Bunny Fountain	<i>Pennisetum alopecuroides 'Homein'</i>	1 gallon	38
Nepeta	<i>Nepeta cuneifolia</i>	1 gallon	40
Sedum, Brilliant	<i>Sedum 'brilliant'</i>	1 gallon	40

Note: Plant quantities shown are estimates and may be subject to change depending upon actual site layout/instal-



BM#1: ELEV = 684.63 (NAVD 88)
EXIST. SAN. CLEANOUT MH RIM
BM#2: ELEV = 731.65 (NAVD 88)
EXIST. SAN. AIR RELEASE MH RIM
BM#3: ELEV = 701.95 (NAVD 88)
EXIST. WATER VALVE #1269
BM#4: ELEV = 691.35 (NAVD 88)
BENCH TIE IN 10" OAK

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

REV#	DATE	DES	CHK	DESC
01	20-07-13	dm	mm	Original design
02	20-12-10	dm	mm	Rev. PUD Submittal
03	20-12-28	dm	mm	Rev. PUD Submittal
04	21-01-25	dm	mm	Rev. PUD Submittal
05	21-02-01	dm	mm	Rev. PUD Submittal
06	21-04-20	dm	mm	Rev. PUD Submittal

revised 2-24-22

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
SIGNAGE PLAN
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

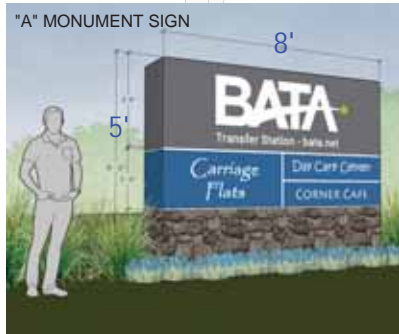
PUD SUBMITTAL

DATE: 07-13-20

CREATED: 07-13-20

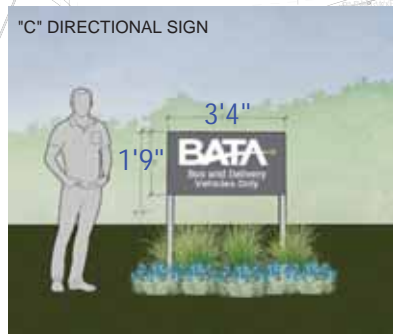
JOB NO: 20108

C4.0



"A" MONUMENT SIGN
40 SF MONUMENT SIGN, (2) TWO SIDED INTERNALLY ILLUMINATED

NOTE:
All signs will meet Township Sign Ordinance Standards.
All signs are subject to Township Sign Permit Approval.



"C" DIRECTIONAL SIGN
6 SF, GROUND MOUNTED ON 2" X 2" ALUMINUM POSTS (2) TWO SIDED



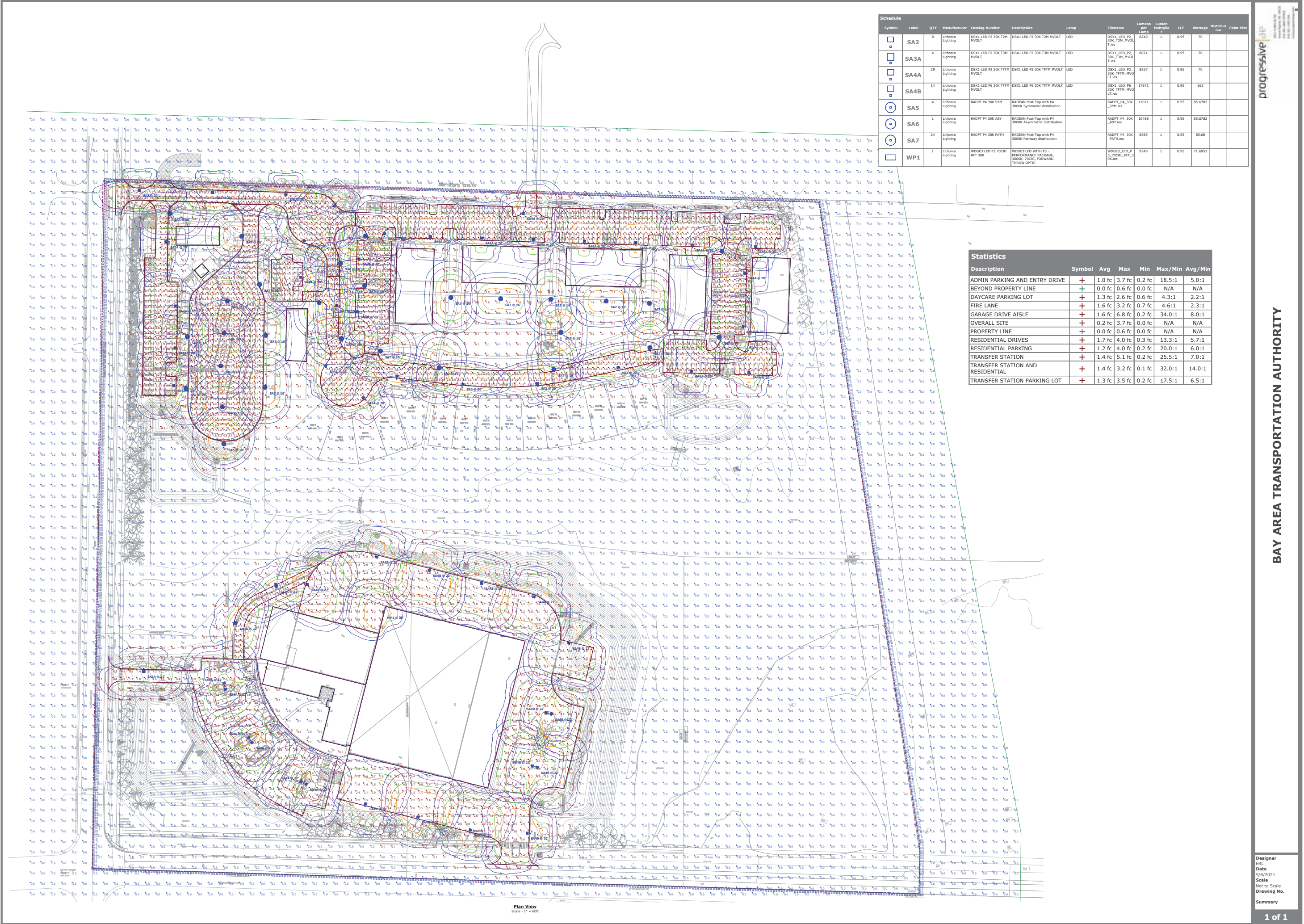
"D" BUILDING SIGN
BULIDING MOUNTED SIGN:
UP TO 80 SF WALL MOUNTED SIGN (2) TWO LOCATIONS



WALL MOUNTED SIGN:
LOCATON "E" 40 SF 2' x 20' AREA



WALL MOUNTED SIGN:
LOCATON "F" 40 SF 2' x 20' AREA



Schedule											
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage
	SA2	8	Lithonia Lighting	DSX1 LED P2 30K T2H MVOLT	DSX1 LED P2 30K T2H MVOLT	LED	DSX1_LED_P2_30K_T2H_MVOLT.res	8240	1	0.95	70
	SA3A	4	Lithonia Lighting	DSX1 LED P2 30K T3H MVOLT	DSX1 LED P2 30K T3H MVOLT	LED	DSX1_LED_P2_30K_T3H_MVOLT.res	8021	1	0.95	70
	SA4A	29	Lithonia Lighting	DSX1 LED P2 30K TTFM MVOLT	DSX1 LED P2 30K TTFM MVOLT	LED	DSX1_LED_P2_30K_TTFM_MVOLT.res	8257	1	0.95	70
	SA4B	14	Lithonia Lighting	DSX1 LED P6 30K TTFM MVOLT	DSX1 LED P6 30K TTFM MVOLT	LED	DSX1_LED_P6_30K_TTFM_MVOLT.res	17671	1	0.95	163
	SA5	4	Lithonia Lighting	RADPT P4 30K SYM	RADIAN Post-Top with P4 3000K Symmetric distribution		RADPT_P4_30K_SYM.res	11071	1	0.95	85.6782
	SA6	1	Lithonia Lighting	RADPT P4 30K ASY	RADIAN Post-Top with P4 3000K Asymmetric distribution		RADPT_P4_30K_ASY.res	10488	1	0.95	85.6782
	SA7	24	Lithonia Lighting	RADPT P4 30K PATH	RADIAN Post-Top with P4 3000K Pathway distribution		RADPT_P4_30K_PATH.res	8585	1	0.95	85.68
	WP1	1	Lithonia Lighting	WEDGE3 LED P3 70CRI RPT 30K	WEDGE3 LED WITH P3 PERFORMANCE PACKAGE, 3000K, 70CRI, FORWARD THROWN OPTIC		WEDGE3_LED_P3_70CRI_RPT_30K.res	9349	1	0.95	71.6952

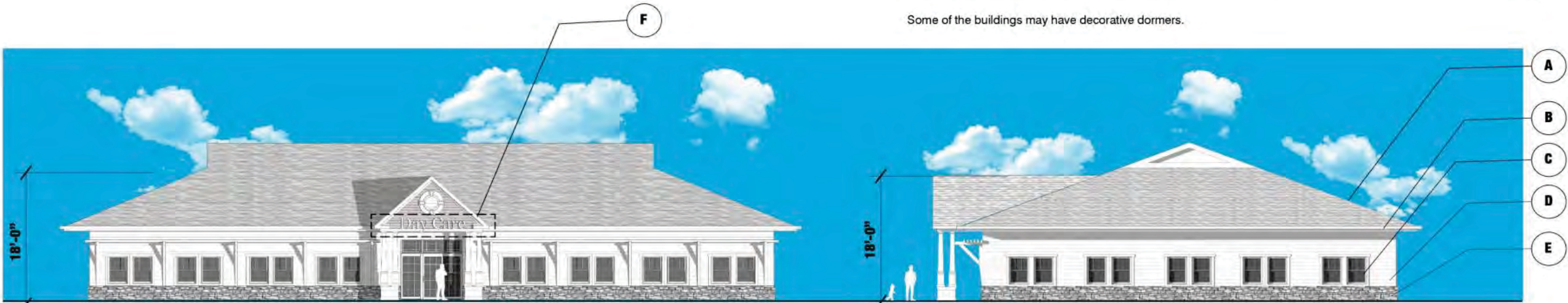
Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
ADMIN PARKING AND ENTRY DRIVE	+	1.0 fc	3.7 fc	0.2 fc	18.5:1	5.0:1
BEYOND PROPERTY LINE	+	0.0 fc	0.6 fc	0.0 fc	N/A	N/A
DAYCARE PARKING LOT	+	1.3 fc	2.6 fc	0.6 fc	4.3:1	2.2:1
FIRE LANE	+	1.6 fc	3.2 fc	0.7 fc	4.6:1	2.3:1
GARAGE DRIVE AISLE	+	1.6 fc	6.8 fc	0.2 fc	34.0:1	8.0:1
OVERALL SITE	+	0.2 fc	3.7 fc	0.0 fc	N/A	N/A
PROPERTY LINE	+	0.0 fc	0.6 fc	0.0 fc	N/A	N/A
RESIDENTIAL DRIVES	+	1.7 fc	4.0 fc	0.3 fc	13.3:1	5.7:1
RESIDENTIAL PARKING	+	1.2 fc	4.0 fc	0.2 fc	20.0:1	6.0:1
TRANSFER STATION	+	1.4 fc	5.1 fc	0.2 fc	25.5:1	7.0:1
TRANSFER STATION AND RESIDENTIAL	+	1.4 fc	3.2 fc	0.1 fc	32.0:1	14.0:1
TRANSFER STATION PARKING LOT	+	1.3 fc	3.5 fc	0.2 fc	17.5:1	6.5:1



Architectural Standards
Conceptual Daycare Building

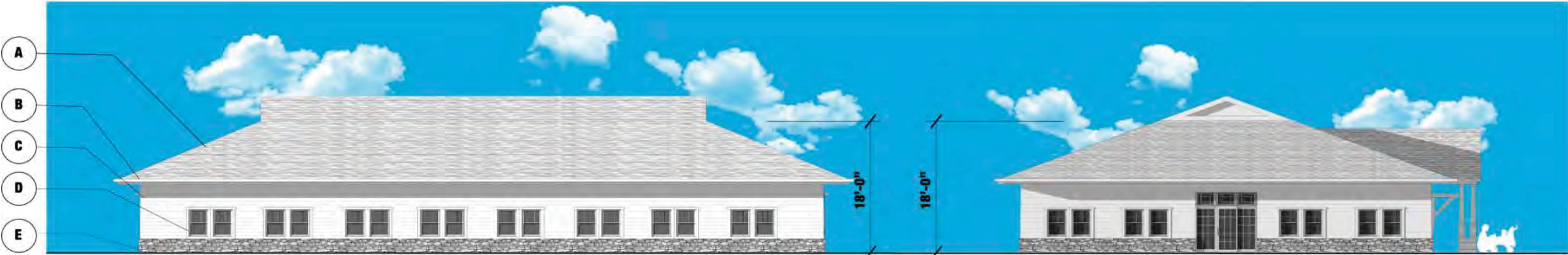
Key	Description	Color	Manufacturer	Style/Material
A	Asphalt Shingle	Black	Firestone or equal	Metal
B	Pre-finished mtl trim	Benjamin Moore Harbor Grey, AC-25	Unclad or equal	Alum.or Mtl.
C	Wall Siding	Benjamin Moore Harbor Grey, AC-25	James Hardie	Fiber-Cement Panel
D	Dbl Hung Window	White	T.B.D. or equal	Vinyl
E	Wall Stone	Limestone, tan, grey or approved equal	T.B.D. or equal	Natural or Manufactured
F	2' x 20' signage (40 sq. ft)	White or approved equal	T.B.D. or equal	Wood or Mtl.

Some of the buildings may have decorative dormers.



Front Elevation

Right Elevation



Rear Elevation

Left Elevation

Architectural Standards
Conceptual Apartment Building

Key	Description	Color	Manufacturer	Style/Material
A	Asphalt Shingle	Black	Firestone or equal	Metal
B	Pre-finished mtl trim	Benjamin Moore Harbor Grey, AC-25	Unclad or equal	Alum.or Mtl.
C	Wall Siding	Benjamin Moore Harbor Grey, AC-25	James Hardie	Fiber-Cement Panel
D	Dbl Hung Window	White	T.B.D. or equal	Vinyl
E	Wall Stone	Limestone, tan, grey or approved equal	T.B.D. or equal	Natural or Manufactured
F	Wall Siding	Benjamin Moore Smokey My. AC-18	James Hardie	Fiber-Cement Panel

Some of the buildings may have decorative dormers.



Front Elevation



Rear Elevation



Left & Right Elevation

Apartment Building Concept Renderings

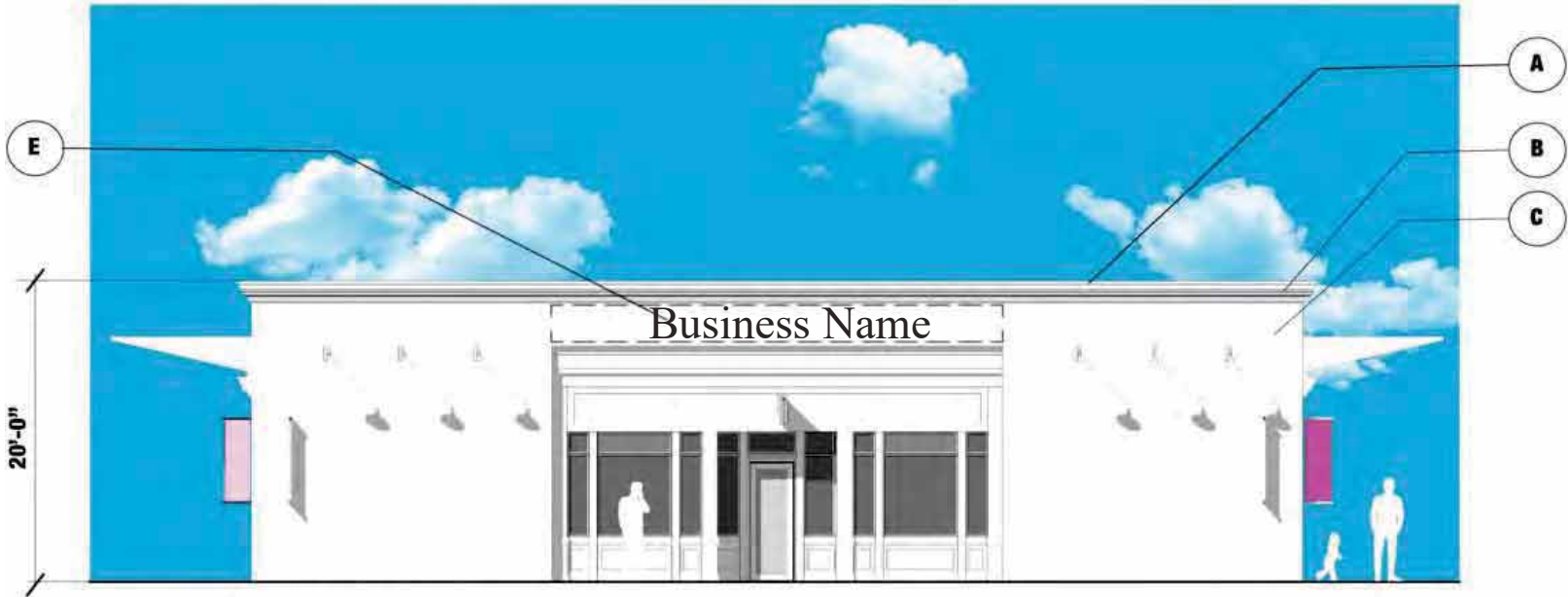
BATA North Site Master Plan

Garfield Township, Michigan 20 January 2021



Gibbs
Planning Group

Architectural Standards
Conceptual Cafe Building



Front & Rear Elevation



Right & Left Elevation

Commercial Building Size: 36' x 70'

Key	Description	Color	Manufacturer	Style/Material
A	Commercial Roof	Black	Firestone or equal	Single Layer or BUR
B	Pre-finished Fascia trim	Benjamin Moore Harbor Grey, AC-25	Unclad or equal	Alum. or Mtl.
C	Wall Siding	Benjamin Moore Harbor Grey, AC-25	James Hardie	Fiber-Cement Panel
D	Storefront Window/Door	Silver or approved equal	T.B.D. or equal	Aluminum
E	2' x 20' signage (40 sq. ft)	T.B.D.	T.B.D.	Wood or Mtl.

Commercial Building Concept Renderings

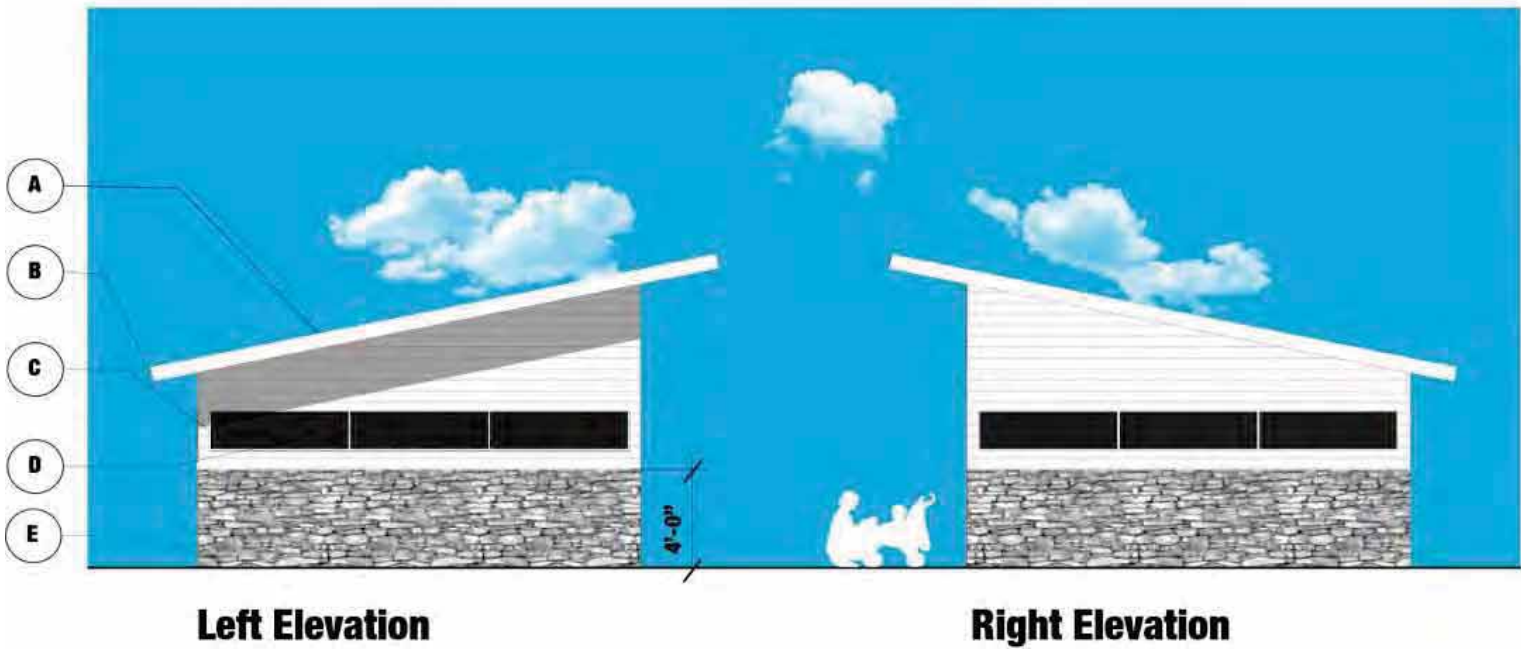
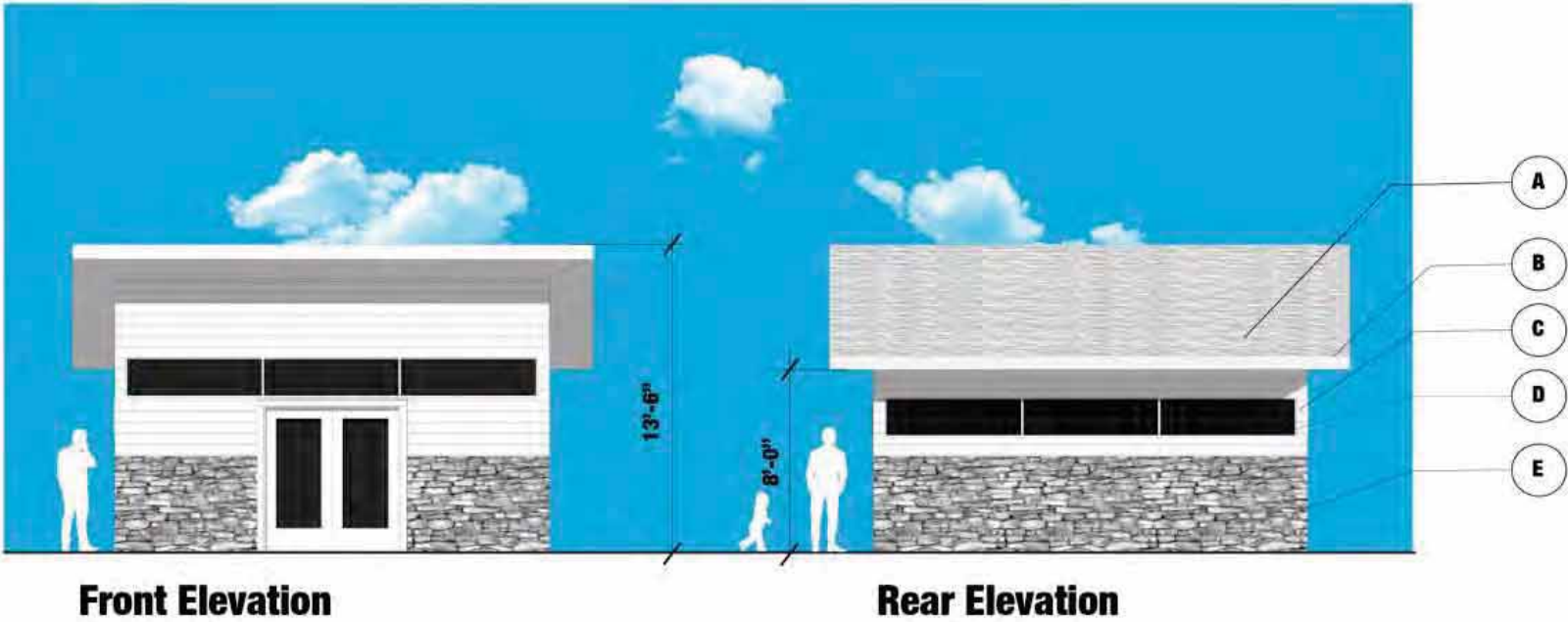
BATA North Site Master Plan

Garfield Township, Michigan 20 January 2021



Architectural Standards

Conceptual Bathroom Building



Building Size: 20' x 20'

Key	Description	Color	Manufacturer	Style/Material
A	Asphalt Shingle Roof	Black	Firestone or equal	Dimensional
B	Pre-finished mtl trim	Benjamin Moore Harbor Grey, AC-25	Unclad or equal	Alum.or Mtl.
C	Wall Siding	Benjamin Moore Harbor Grey, AC-25	James Hardie	Fiber-Cement Panel
D	Storefront Window	Silver or approved equal	T.B.D. or equal	Aluminum
E	Wall Stone	Limestone, tan, grey or approved equal	T.B.D. or equal	Natural or Manufactured

Some of the buildings may have decorative dormers.

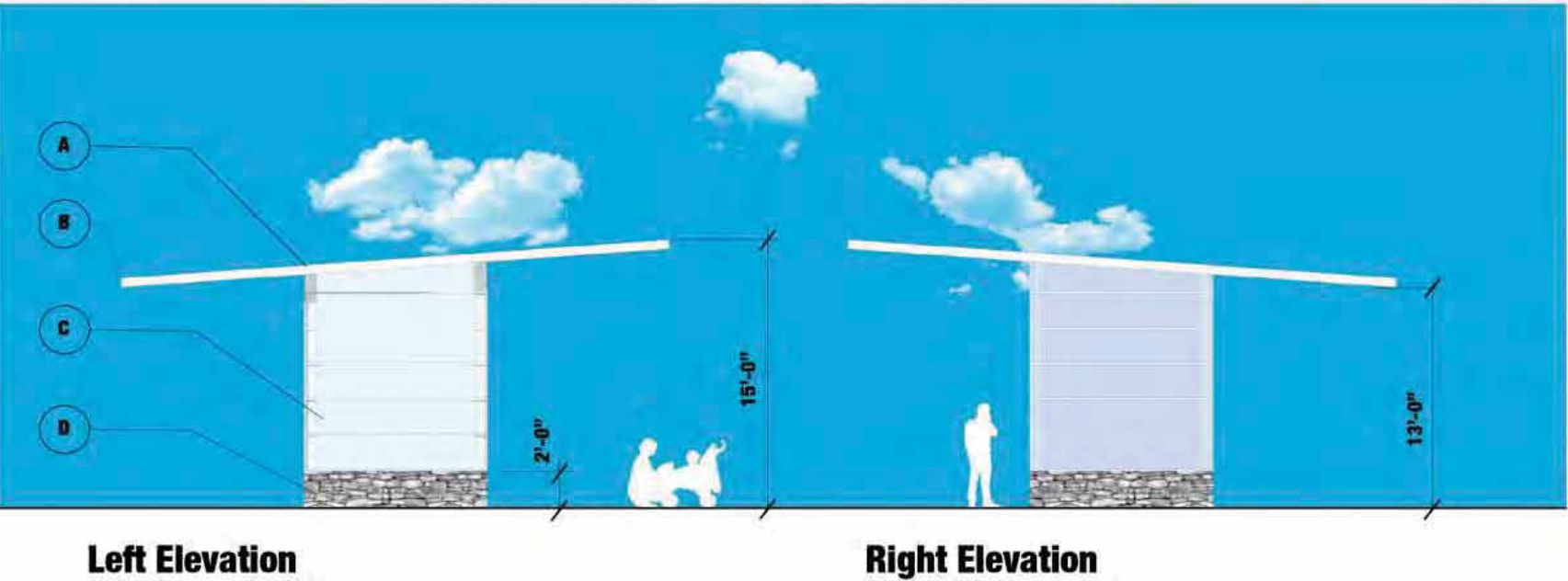
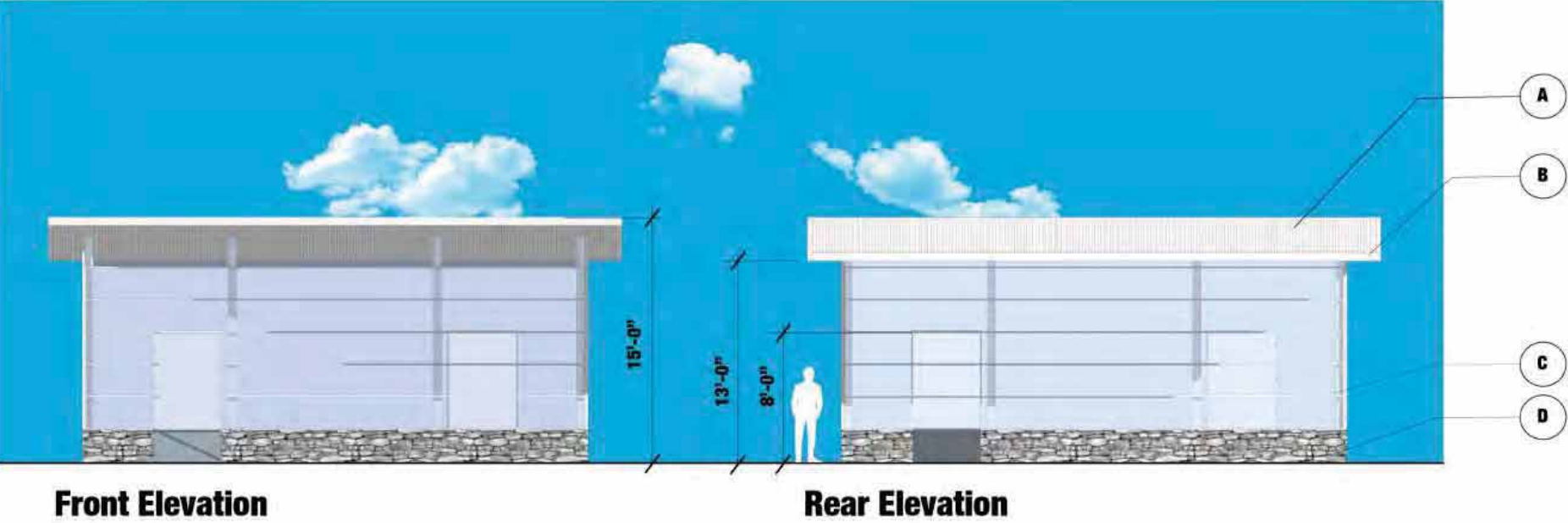
BATA Employee Restroom Building Concept Renderings

BATA North Site Master Plan

Garfield Township, Michigan 20 January 2021 Not to Scale



Architectural Standards
Conceptual Bus Shelter



Shelter's Size: 10' x 30' Each

Key	Description	Color	Manufacturer	Style/Material
A	Shingle or Metal Roof	Black	Firestone or equal	T.B.D.
B	Pre-finished mtl trim	Benjamin Moore Harbor Grey, AC-25	Unclad or equal	Alum.or Mtl.
C	Storefront Window	Silver or approved equal	T.B.D. or equal	Aluminum
D	Wall Stone	Limestone, tan, grey or approved equal	T.B.D. or equal	Natural or Manufactured

Some of the buildings may have decorative dormers.



September 1, 2021

Mr. John Sych, Director of Planning
Charter Township of Garfield
3843 Veteran's Drive
Traverse City, MI 49684

Re: PUD 2020-02 Bus Wash Location

Dear John:

At the last planning commission meeting, the topic of the bus wash inside the operations center was discussed. Specifically, it was discussed whether the bus wash would create a poor working environment for the administrative staff.

The location of the bus wash within the storage area is approximately 100' away from the administrative space (measured from the location of the vehicle dryers). It sits directly adjacent to the wash equipment room and storage for buildings and ground. Half of the vehicle wash lane is outside the boundary of the balance of the building area. In addition, there is a one hour fired rated wall that separates the storage area from the administrative area. Noise from the bus wash will not be disturbing to the administrative staff. The operating hours of the bus wash will likely be at the tail end, or outside of the working hours for the staff.

Regarding mechanical systems, the vehicle storage area and the administrative area will each have their own dedicated mechanical systems. We will not be mixing the two areas.

It is typical for buildings that serve this type of need to have a vehicle wash inside the vehicle storage area. We are well versed in designing facilities like this and we will put our best practices in place.

If I can answer any questions related to the bus wash, please reach out.

Sincerely,

A handwritten signature in black ink, appearing to read "Seth D. Horton", written over a light blue horizontal line.

Seth D. Horton, PE
Senior Project Manager

SDH/pny
P:\88760002\01 ADMIN\A2 CORRESPONDENCE\Owner\2021 09 01 Bus Wash Location.docx

BACKGROUND

Request for Proposal went out last month for new flooring on the first floor of the Township Office with a deadline for bids on March 15th, 2022. We received two sealed bids from Bay View Flooring and Northern Floor & Tile. The RFP Package included recarpeting most of the first floor, replacing floor in breakroom & copy room with vinyl tile, and the cost to move the furniture.

PROPOSALS

Northern Floor & Tile	\$22,167.79
Bay View Flooring	\$47,670.62

SUMMARY

Northern Floor & Tile was around \$1.00 less per unit price & substantially less in the cost associated with moving furniture during installation (see attached proposals). Additionally, Northern Floor & Tile received the bid in 2019 for the installation of flooring in the building & zoning wing.

ACTION REQUESTED

Upon reviewing and discussing the proposals, it is recommended to accept Northern Floor & Tile's Proposal of \$22,167.79.

Northern Floor & Tile Service, Inc.

670 Eta Lane

Traverse City, MI 49685

Phone (231) 947-8410 E: NorthernFloor@NorthernFloor.com

"Your Floor Specialists" since 1945

www.NorthernFloor.com

April 12, 2021

Bid Clarifications

Per Walk Thru

No work in Building Department

Room 103 to get VCT not 101 and 102

No waxing of VCT included in base bid

Provide initial waxing of VCT	Add	\$810.00
Remove and replace VCT in back hallway up to 45 Pcs (1 carton)	Add	270.00
Upgrade VCT to LVT using ToMarket Urban 28 (this would be no wax)	Add	1,207.00
Remove existing carpet and install new carpet and base in Reception	Add	684.00
Use carpet base as used in Building area in lieu of vinyl base	Deduct	233.00

Respectfully submitted;

Greg R. Weiss



Contractors Proposal Form

Bidders are instructed to submit bids for this project on unit price. Quantities presented are estimates and contractor is responsible to field verify.

All bid items are inclusive and shall include all incidentals including but not limited to fuel surcharges, taxes, equipment maintenance, etc. All work shall be in compliance with terms identified in the RFP and applicable laws.

No.	Item	Unit	Est. Qty.	Unit Price	Item Cost
1	Furniture Removal and Relocation	LS	1	1080.00	\$ 1080.00
2	Carpet and Padding Removal and Disposal	SFT	4543 5,500	.250	1135.75
3	Carpet and Padding Material and Installation including trim and transitions	SFT	4320 5,000	3.80	16 416.00
4	Tile Removal and Disposal	SFT	400 582	.62	360.84
5	Tile Material and installation including Trim and Transitions	SFT	810 800	3.92	3175.20
6	Site Cleanup	LS	1	INCLUDE IN ABOVE	
TOTAL BIDS					\$ 22,167.79

Bidders Signature

Printed Name:

Business Name:

Address:

MI Contractor License No.:

Telephone:

Email:

Charter Township of Garfield reserves the right to accept or reject any or all proposals

Charter Township of Garfield reserves the right to terminate the contract with selected Contractor if terms of RFP are not complied with.

Proposal

4.04/1f

3/15/2022 8:05:24 AM

Page 1

Bay View Flooring
67 N Highway US 31 South
Traverse City MI 49685
231-947-6900
231-943-0855
www.BayViewFlooring.com



Proposal **33143**
SaleDate: **3/11/2022**
Next Install:
Sales Rep: **Randy Merchant**

SOLD TO:

Charter Township of Garfield
3848 Veterans Dr
Traverse City Michigan 49686

SHIPPED TO

231-941-1620

MATERIALS	Material #	COMMENTS	QUANTITY
1 Multiplicity 24x24-48.00		Carpet	5,040.00 SqFt
2 Mapei Eco 811 4 Gal (lead) 48/ Plt Pressure Sensitive Flooring Adh. (160-200 Sf/	#n/a		8.00 Each
3 Prepstar Premium Feather Patch 10lb Bag 4/cn 44/pallet K103845 Coverage: 250-30	#n/a		4.00 Each
4 Armstrong Standard Excelon		VCT	990.00 SqFt
5 Mapei Eco 711 4 Gal Prem. Clear Thin Spread Adhesive (lead) 48/plt (1000-1200 Sq	#n/a		2.00 Each
6 Prepstar Premium Feather Patch 10lb Bag 4/cn 44/pallet K103845 Coverage: 250-30	#n/a		12.00 Each
7 Pure Shine Floor Finish	5 Gallon	waxing	2.00 Each
9 Freight	N/A		1.00 Each
10 Cove Base			1,560.00 LnFt
11 Mapei Eco 575 28.7 Oz Cartridge Cove Base Adhesive (50 Lf/tube) 12tb/cn; 60cn/pl	#n/a		18.00 Each

LABOR	Material #	COMMENTS	QUANTITY
1 Carpet Commercial		Carpet	5,040.00 SqFt
2 Carpet Removal-Jute Glue Down			5,000.00 SqFt
3 Floor Prep			4.00 Each
4 Vinyl Plank Glue Down Commercial		VCT	990.00 SqFt
6 Floor Prep			16.00 Each
7 Misc. Charge		waxing	1.00 Each
8 Vinyl Plank Glue Down Commercial Disposal		VCT removal	950.00 SqFt
9 Cove Base Install			5,950.00 SqFt
10 Misc. Charge		Furniture	1,560.00 LnFt
12			1.00 Each

Signature

Date

Please read carefully, important terms on reverse side of this contract. Receipt of this contract is hereby acknowledged.

Pricing valid for 30 days from date of proposal. All pricing/estimates subject to final selections, field measurements & price changes.

Return Policy: Returns accepted within 30 days of purchase. Return must be full, unopened cartons only and in saleable condition. Returns only on in stock purchases. Special order materials require payment in full upon order. NO returns on special order materials. There is a 25% restocking fee that may be applicable to returns. Buyer shall examine all goods delivered immediately upon buyers receipt for defect. We appreciate your business!

Proposal

3/15/2022 8:05:24 AM

Page 2

Comments: Per Derek they will disassemble desks. Bay View will move out & back in.

Due to the amount of furniture Bay View only recommends carpet tiles to be installed.

SubTotal:	\$47,670.62
Misc Chg:	\$0.00
Total:	\$47,670.62
Payments:	\$0.00
Balance:	\$47,670.62

Signature

Date

Please read carefully, important terms on reverse side of this contract. Receipt of this contract is hereby acknowledged.

Pricing valid for 30 days from date of proposal. All pricing/estimates subject to final selections, field measurements & price changes.

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Contractors Proposal Form

Bidders are instructed to submit bids for this project on unit price. Quantities presented are estimates and contractor is responsible to field verify.

All bid items are inclusive and shall include all incidentals including but not limited to fuel surcharges, taxes, equipment maintenance, etc. All work shall be in compliance with terms identified in the RFP and applicable laws.

No.	Item	Unit	Est. Qty.	Unit Price	Item Cost
1	Furniture Removal and Relocation	LS	1		8250.00
2	Carpet and Padding Removal and Disposal	SFT	5,500		3737.50
3	Carpet and Padding Material and Installation including trim and transitions	SFT	5040 5,000		24,395.56
4	Tile Removal and Disposal	SFT	400 950		1425.00
5	Tile Material and installation including Trim and Transitions	SFT	580 800		9862.56
6	Site Cleanup	LS	1		Part of Job
TOTAL BIDS					\$47,670.62

Bidders Signature

Printed Name:

Business Name:

Address:

MI Contractor License No.:

Telephone:

Email:

Charter Township of Garfield reserves the right to accept or reject any or all proposals

Charter Township of Garfield reserves the right to terminate the contract with selected Contractor if terms of RFP are not complied with.