

**Whitewater Township Board
Minutes of Regular Meeting held November 12, 2019**

Call to Order/Pledge of Allegiance

Supervisor Popp called the meeting to order at 7:01 p.m. at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan, followed by the Pledge of Allegiance.

Roll Call of Board Members

Board Members present: Treasurer Benak, Clerk Goss, Trustee Hubbell, Trustee Lawson, Popp
Board Members absent: None

Others present: Fire Chief Brandon Flynn, Deputy Supervisor Ron Bachi, and 15 others

Set/Adjust Meeting Agenda

There were no adjustments. It was announced that Gordie LaPointe will arrive later due to another obligation.

Declaration of Conflict of Interest

None

Public Comment (7:25)

Tom Slopsema, 9693 Miami Beach Road, provided corrected pipe length numbers for Miami Beach Sewer System documents.

(9:24)

Ronald Bachi, 6987 Cook Road, gave a copy of his public comment to the clerk, asked that it be attached to the minutes verbatim, and read the document aloud.

Public Hearing (15:24)

Ordinance No. 56 - Repeal of Ordinance No. 32 Private Road Ordinance

Legal notice was published in the Traverse City Record-Eagle on 10/20/2019. Notice was also posted inside and outside the township hall, as well as on the township website.

Popp noted that public comment at this time is focused on the items contained in the public hearing, repeal of the Private Road Ordinance, and reminded those present to sign in.

At 7:13 p.m., the public hearing was opened.

No written comments were received.

Kim Mangus, 1214 Cerro Drive and 5101 Brown Bear Lane, spoke in favor of repeal of the Private Road Ordinance.

At 7:17 p.m., the public hearing was closed.

Popp called for board member discussion.

There were no board comments.

Reports/Presentations/Announcements/Comments (21:30)

County Commissioner Report

See page 3529.

County Road Commissioner Report

No one is present from the Road Commission.

Mobile Medical Response Report

No one is present from Mobile Medical Response. October activity reports are in the board packet.

Fire Department Report (22:26)

Brandon Flynn gave the following report:

- October was a pretty standard month; had a lot of meetings. At the county chiefs' meeting, Jason Torrey, director of the 911 dispatch center, brought up that they have gathered a team from public safety, equalization, and construction codes to look into the address ordinance in detail.
- Engine 3 was taken in for annual DOT maintenance. Everything went well. There was an issue with the tires related to a conflict between MIOSHA Part 74, a law which says you shall inspect wheels and tires every 10 years, and NFPA, which says replace tires every 7 years. NFPA is not a law. He noted they are not going to do DOT inspections unless we replace tires after 7 years.
- They did a lockdown drill at Mill Creek Elementary which went fairly well.
- There is a new fire department employee, to be discussed later.

There was brief discussion of a road name change for some homes located off Miami Beach Road whose street address was changed to Timberline Road.

Planning Commission Report (27:29)

Lloyd Lawson gave the following report:

- He did not attend the meeting but reported that it took place last Wednesday. There were approximately 20 people who showed up with an interest in the 5-acre issue. The planning commission has not been formally requested to address the issue as of yet. They are waiting for an attorney opinion to come back.
- They finalized the condo ordinance and sent it to the supervisor. It is ready to come to the board.

After briefly discussing the board's action on 10/8 regarding the 5-acre issue, Goss volunteered to send the 10/8 minutes to the planning commission.

Parks & Recreation Advisory Committee Report (30:32)

Cheryl Goss reported that this month's meeting was scheduled to take place last night but was cancelled due to the winter storm warning.

Consent Calendar (32:46)

Receive and File

1. Supervisor's Report for October 2019
2. Clerk/Parks & Recreation Administrator's Report for October/November 2019
3. Zoning Administrator November 2019 Staff Report
4. Mobile Medical Response October 2019 Activity Reports
5. Fire Department October 2019 Report
6. Historical Society October 2019 Report
7. Revised 08/15/2019 Zoning Board of Appeals Special Meeting Minutes
8. Approved 09/04/2019 Planning Commission Minutes
9. Approved 09/09/2019 Parks & Recreation Advisory Committee Minutes

Correspondence

1. Grand Traverse County Sheriff Department Statistics January through September 2019
2. Letter 10/14/2019 from Haver-Mater-Strom-Packer-Randazzo re: 5-Acre Minimum Lot Size
3. Event Barn Survey Results

Minutes

1. Recommend approval of 10/08/2019 regular meeting minutes

Bills for Approval

1. Approval of Alden State Bank vouchers # 44576 through 44705
2. Approval of First Community Bank Miami Beach vouchers # 1259 and 1260
3. Approval of First Community Bank WMDLS vouchers # (none)

Budget Amendments (none)

Revenue & Expenditure Report (none)

Popp stated he would like to remove the bills for payment for discussion and stated there are three checks which appear to require a purchase order with at least two signatures:

- Check 44600 to Steve Jahr, a down payment for tree removal.
Goss: The tree removal was part of the sidewalk construction approved by the board in September.
- Checks 44654, 44702 to Tom Backers, refurbish barricades.
Goss: Two barricades refurbished on one purchase order, four barricades on a second purchase order.

Motion by Lawson to approve the Consent Calendar, including Bills for Approval; second by Hubbell. Roll call vote: Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes. Motion carried.

Unfinished Business (36:49)**Proposed Zoning Ordinance Amendment No. 77**

Motion by Goss to adopt Zoning Ordinance Amendment No. 77; second by Lawson.

Popp read aloud prepared comments regarding his position on Article 27.

Roll call vote: Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes. Motion carried.

Miami Beach Sewer System Transfer (39:57)

John Nolan and Tom Slopsema are present.

There was extensive discussion regarding footage numbers. The following numbers were agreed upon:

- The total system footage is 6,645 feet.
- The Cook Road portion is approximately 1,200 feet.
- In the Transfer Agreement, paragraph 3g, Agency Orders, the “approximately 1,200 feet” reference is correct.
- In the Transfer Agreement, paragraph 7, Use of the Township’s Cook Road Portion, the “approximately 1,200 feet” reference is correct.
- In the Bill of Sale, in the paragraph numbered 1, where it refers to the amount of lineal feet of 3-inch force main, the “3,700” and “2,550” numbers will be stricken and “approximately 5,450” will be inserted. Also in paragraph numbered 1, in the fourth line, the “1,150” number will be corrected to “1,200.”

(47:48)

County Commissioner Report:

Gordie LaPointe gave the following report:

- North Bay has acquired 85 acres of the former 179-acre Pugsley prison property and has a contract with Inphastos. There are plans to do manufactured housing in that facility, hopefully generating some good-paying jobs. Also, the Grand Traverse Sheriff acquired 20 acres for \$1 for a gun range, as well as an additional 20 acres for a training site. LaPointe stated he found it interesting that it is \$1.9 million to do remediation of the property, but the developer picks up the tab for that and gets a 15-year local tax abatement, which equates to the \$1.9 million.
- Regarding the airport, it is proposed that the form of governance will change to an authority rather than a commission. LaPointe detailed benefits to the county of changing to an authority for management of the airport.
- The BOC took a position on the tribal 2% funding and said they are going to opt out of being the pass-through organization.
- The BOC passed a resolution opposing the extension of TIF 97.
- They are in a budget cycle. The pension liability is still \$46 million unfunded. They will make a \$7.4 million payment in 2019. If they stay on target, they will be 100% funded in 2034. In his opinion, they are paying for past sins; previous boards did not put enough money into the kitty. General Fund revenue projected for 2020 is \$40 million, other revenue of \$31 million, total budget of \$71 million. He said he is very comfortable with the budget going forward.

There was brief discussion of TIF 97.

Miami Beach Sewer System Transfer (continued) (1:05:09)

Regarding Popp's concern that the location of cleanout #12 is ambiguous, Slopesema said they are okay with Patterson's wording in paragraph 2 of the Bill of Sale, where the number of cleanouts is not included. If it happens to be in Cook Road, it stays with the township.

Popp expressed concern that if the township retains any portion of the system, it still provides a public service and the township will have to contract with someone to maintain that small portion.

After much discussion, including a statement that there is nothing in the document that gives MBRA the authority to maintain the township's section of pipe, it was agreed that in paragraph 7a of the Transfer Agreement, Operation and Maintenance, the first sentence will be modified to say, "The association SHALL OPERATE AND MAINTAIN, AND shall be responsible for the actual costs of operating and maintaining, the Township's Cook Road Portion, including any necessary repairs and improvements."

Popp noted there are three Exhibit A's, which is very confusing. There is an Exhibit A on pages 135 and 149 of the electronic packet. The one on page 149 appears to be more descriptive, but both exhibits also detail the personal property as well, which is supposed to be covered on Exhibit B. Exhibit B and C are called out on page 135, bottom paragraph.

Goss noted that the Bill of Sale is Exhibit B; the Easement Agreement is Exhibit C.

Popp said Exhibit C does need to be changed, under the decommissioning section of the Transfer Agreement. The Transfer Agreement only calls for decommissioning of the Lossie Road Trail portion, not the Cook Road portion.

Nolan suggested adding the Cook Road portion to the decommissioning paragraph, and said the Easement Agreement is not applicable to the Cook Road portion.

Discussion followed.

Popp also noted in the Bill of Sale, under item 10, the reserve drain area is a real piece of property, not personal property. It is contained within the 5.1 acres of land. It is not an additional asset to the 5.1 acres.

There was agreement that numbered paragraph 10 in the Bill of Sale will be stricken.

Referring to electronic page 141, Popp stated, under Decommissioning, Exhibit C may only define that portion of Lossie Road Trail that will be decommissioned, but if the system is abandoned, the decommissioning should also include the Cook Road portion.

Nolan said it does not belong in the Easement Agreement. It would fall into paragraph 8 of the Transfer Agreement.

Discussion followed.

Popp agreed the 1,200 foot of Cook Road is not an easement that the township is granting to MBRA because the township does not have the authority to do that.

It was agreed that in paragraph 8 of the Transfer Agreement, Decommissioning Plan, the first sentence will be modified to say, "The Association shall properly decommission the System within the Easement Area (as defined in Exhibit C) AND WITHIN THE TOWNSHIP'S COOK ROAD PORTION upon the termination, inoperability or abandonment of the System."

It was also agreed that the words "AND WITHIN THE TOWNSHIP'S COOK ROAD PORTION" will be added after each place in paragraph 8 where "Easement Area" appears.

Referring to page 138, paragraph g, Agency Orders, Popp said he reads it as requiring the township to accept liability for future private entities for right of way requests, and is not sure we want to do that.

Nolan replied that it says the association shall be responsible for ensuring the order is timely carried out. It does not say the township gets that. It says that MBRA will comply with all future agency orders.

Lawson added: And the township's ability to recover costs.

Nolan added that if MBRA does not comply, the township has the right to special assess for any costs incurred by the township.

Benak said it protects the township.

Nolan said it is another statement where the association has all the liability.

Popp quoted from paragraph 5A and said we may have to entertain the use of all of our grantings to them, including Lossie Road Trail and Cook Road right of way. That conveys anyone can now use it, private or public, and we have to allow it.

Goss said it does not say you have to; it says MBRA does not have exclusive use.

Lawson added that it says we still hold the authority.

Popp referred to page 141, paragraph 7c, compliance reporting.

Goss noted that Patterson put it in there; MBRA has no objection to it.

Slopsema and Nolan agreed.

Popp asked, now that we are partial owner, do we have to report on an annual basis like MBRA does.

Lawson said no, they do.

Nolan said the only reporting requirement is a discharge report, which is in the actual drain field. There is no regulatory from the tanks to the piping today. This says MBRA would be responsible for any future requirements.

Lawson added: That are not foreseen today.

Changes in the Transfer Agreement proposed by Attorney Patterson and/or MBRA's counsel were reviewed as follows:

- Electronic page 152, page 1 of the document, MBRA has a new address registered with the State of Michigan.
- Page 1, in the first Whereas paragraph, MBRA counsel recommended the addition of "provided, however, the approximately 1200 feet of 3" pipe in the Cook Rd. right of way, within the System, is specifically excluded and shall be retained by the Township." There was no objection by the board to the additional wording.
- Page 2, paragraph 3a, the township attorney recommended the addition of "or any civil or regulatory liability for failing to maintain or operate the System as required by any state, local or federal governmental entity." MBRA has no objection to this additional wording.
- Page 4, the township attorney inserted paragraph g, Agency Orders. MBRA has no objection to this addition.
- Page 6, paragraph 7, Use of the Township's Cook Road Portion, the township attorney recommended the addition of this paragraph. MBRA has no objection to this addition, except that on line 4, MBRA counsel added the word "Township's", and on line 5, MBRA counsel inserted the words "for as long as the System is operated by the Association." There was no objection by the board to the additional MBRA wording.
- Page 6, paragraph 7a, Operation and Maintenance, the township attorney recommended the addition of this paragraph. MBRA has no objection to this addition, with the exception that they would like to strike the sentence that reads, "The Association shall escrow \$_____.00 to provide for the operation and maintenance of the Township's Cook Road Portion. Once the escrow is depleted," Goss, Lawson, Benak, and Hubbell agreed with taking the whole sentence out; Popp opposed.
- Page 6, paragraph 7b, Study and Report, the township attorney recommended the addition of this paragraph. MBRA has no objection to this addition, with the exception that they would like to change "six months" to "within five (5) years" and then continuing every 5 years afterward. The board agreed with changing six months to five years.
- Page 7, paragraph 7b, MBRA proposes to strike "and the costs of the same will be charged to the Association." It was agreed that the language, "The Township shall have the right to commission an independent review of the study and the report to verify its accuracy" means the right to commission an independent review of the once-every-5-year study. It does not authorize the township to commission an independent review more frequently. It was also agreed that the language concerning costs will remain in

paragraph 7b. However, the sentence will be modified to say, “. . . and the REASONABLE costs of the same will be charged to the Association.”

- Page 7, paragraph 7c, Compliance with Applicable Law, the township attorney recommended the addition of this paragraph. MBRA has no objection to this addition, except that, in the last sentence, the words “or assessed against the Association’s escrow if the Association fails to pay” should be stricken. The board agreed with this change.
- Page 7, paragraph 7c, it was also agreed that the following language taken from paragraph 3g (and 7a) will be inserted at the end of 7c, “The Association further consents to the Township’s ability to recover such costs, if not timely paid, through special assessments of parcels within the assessment district of the System to be assessed equally. To the extent any property owners within the assessment district are entitled to file objections to such assessments under any applicable law, the property owners, through approval of this Agreement, waive any objections and consent to such assessments to recover costs incurred to the Township under this Agreement.”
- Page 7, MBRA’s new address has been inserted.

The township board, Nolan, and Slopsema are in agreement that these are the final documents.

Nolan stated they have to take it to their board for approval; he is hoping in December. Their target would be the January township board meeting, to come back with a signed document. By December, they will report back their board’s decision.

This agenda item will be kept on Unfinished Business.

Sale of Vinton Road Parcel 28-13-004-065-00 (2:20:37)

Popp reported that posting of the property has been accomplished on Zillow, Craigslist, and Facebook Marketplace, and the physical location has a sign as of 10/25. So far, there have been seven views and two downloads. Popp has had two phone calls from the signs on the parcel but no second calls.

Discussion followed.

Popp recommended keeping the price where it is for at least 60 days and see what happens.

There was agreement with that course of action. This item will be brought back on the January agenda.

Emergency Services Building Pavement Project Bids (2:24:16)

Fire Chief Flynn is present.

The North Country Contracting and Team Elmer’s proposals were discussed and compared. Team Elmer’s provided the only concrete bid.

Popp said they believe concrete is the better choice for longevity and the material of choice for this particular application. There is a \$23,000 deficit in what was budgeted.

Scheduling was discussed. It would be one of the first projects in May, as soon as the frost laws are off.

Benak noted that, since it will be into a new fiscal year, we can correct the under-budget situation during budget time.

Goss provided corrected budget figures taking into consideration the \$6,880 paid on the Machin contract, as well as the \$4,750 left to be paid on that contract. Goss also noted that we will need to budget for the final payment on the pumper tanker in the new year.

Discussion followed, with Chief Flynn answering board questions.

Popp noted the Elmer's bid was generated and delivered by township resident Eric Sanborn, which is called out in the bid.

Motion by Popp to award Elmer's Crane and Dozer the Whitewater Township Fire Station Pavement Project Base Bid of \$52,979.00 (66,108.60 minus 13,129.60), the Addition #1 Bid of \$28,845.04, and the Alternate #1 Bid of \$30,420.00, for a total award amount of \$112,244.04.

Further discussion followed regarding scheduling, additional cost of concrete, no references for North Country, Elmer's reputation, and future use of the building.

The motion was not seconded.

Motion by Lawson to award the contract to Elmer's for their quote on the asphalt of the front and rear of the building; second by Hubbell. Roll call vote: Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes; Goss, yes. Motion carried.

**Ordinance No. 56 - Repeal of Ordinance No. 32 Private Road Ordinance (2:47:35)
Motion by Lawson to adopt Ordinance No. 56; second by Benak.**

Popp stated we have had lots of zoning administrator input that we should not repeal something before we have a replacement. There is some language submitted by several different parties, but that is not the direction that the board has gone in up to this point.

Benak noted that if we have something started, it should not take too long to finish it up.

Roll call vote: Lawson, yes; Popp, no; Benak, yes; Hubbell, yes; Goss, no. Motion carried.

Goss noted Ordinance 56 will take effect one day after it is published.

AP&P Manual Section 2.6 Independent Contractor Agreement (2:51:00)
Popp's proposed revisions to Section 2.6 appear in red.

Goss noted that through the end of October the township has spent \$2,520 with the attorney's office getting the independent contractor agreement and the board has not been provided with the attorney's work product. Goss stated she is not ready to give this any attention until we have had the benefit of the work product.

Discussion followed.

Lawson and Hubbell voiced their agreement with the work product being provided.

This agenda item will be brought back next month.

New Business (2:54:34)

Resolution #19-13 Change in March 2020 Township Board Regular Meeting Date

Goss noted that, due to the Presidential Primary on March 10, the board's meeting cannot be held that date and proposed it be moved to March 17.

Motion by Goss to adopt Resolution #19-13; second by Hubbell. Roll call vote: Popp, yes; Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes. Motion carried.

A true and complete copy of said resolution is attached to the minutes.

DTE Proposed Natural Gas Main Extension - Ayers, North Cram, and Portions of Palaestrum (2:55:32)

Popp provided a memo detailing his request to spend \$100 to conduct an informal DTE gas main extension survey in this area.

When asked why DTE is not sending out the letters of interest or holding a meeting at the township hall, Popp explained this is a special project and DTE will not entertain something like this without being guaranteed that at least 60% of the homes would sign up.

The cost benefits of using natural gas were briefly discussed.

Motion by Popp authorizing the supervisor to use township funds and/or materials, not to exceed \$100, for the purpose of conducting an informal DTE gas main extension interest survey in the Ayers and portions of Cram and Palaestrum Road corridors; second by Lawson. Roll call vote: Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes. Motion carried.

Professional Services Agreement with Fleis & VandenBrink (3:00:06)

David Capser is present from Fleis & VandenBrink.

Goss provided a memo requesting approval to execute the PSA with Fleis & VandenBrink, along with the proposed Professional Services Agreement and related documents.

Popp said he has no questions but noted the clerk is asking the township board to spend in excess of \$50,000 on a single service without going through the bidding process. Popp said we have

never considered engineering services as professional services in the past. We have only considered lawyer and accounting. Every other engineering service has been bid. He believes spending \$50,000 of taxpayer money without a bidding process is irresponsible of the board to do.

Benak cited the instance of the water main as an engineering project that was not bid out.

Goss stated the township has already contracted with Fleis & VandenBrink to come up with the conceptual plan for boat launch and entryway improvements. They have the beginnings of a plan, and that plan has already been to the DNR and qualified for the \$200,000 in grant funds. Also, there is no taxpayer money involved as the park subsists on user fees, which have increased every year. Goss did note that the original appropriation of funds for the township's share included \$150,000 from the Park Fund and \$50,000 from the General Fund as a fallback, but it was agreed that General Fund monies, if utilized, would be repaid by the Park Fund. Also, other grant funds may be obtained. Goss stated it would be ludicrous to seek other bids when we already have a conceptual plan, and the DNR is very comfortable working with this firm. Even though there are a lot of engineering firms out there, not all of them do waterways work.

Goss added that it is up to the board whether they think this needs to go through the bidding process. The township policy excludes professional services for a reason. There is no violation of township policy.

Discussion followed, including the following points:

- If it goes through the bidding process, you would not have to start over with a conceptual plan.
- It has already been approved from the DNR through this outfit.
- Considering where the money is coming from, Hubbell and Lawson are not uncomfortable with Fleis & VandenBrink.
- Benak and Lawson agreed they have a very good track record for getting this through.
- Per Hubbell, it would be different if it was coming from taxpayer dollars.
- Time frame for a bidding process and the wisdom of using an engineering firm who has experience with waterfront projects.

Capser answered questions about the PSA as follows:

- Regarding Scope of Services in the proposal letter (electronic page 198), Tasks A through E, and the wording on page 201 under Description of Project and Scope of Services, "Final Engineering" also includes "Bidding and Construction Engineering." The paragraph entitled Agreement Documents spells out that the "Engineer's proposal/letter dated November 5, 2019," is "incorporated herein by reference."
- Electronic page 201, the paragraph beginning with "Owner shall pay Engineer for all services and reimbursable expenses," Capser confirmed that the reimbursable expenses are included in the \$52,165 figure.
- Page 201, the Changes paragraph, Capser confirmed that charges for changes would be over and above the \$52,165 fee, but referred to language if it is outside of their control, if it is contractor driven, it is an extended period of time of construction, they have

observation out there, or the closeout to abide by the waterways grant, it would still be a conversation with the township on what is reasonable. They put that language in there in case they encounter something unexpected.

- Capser confirmed the document is F&V's standard professional services agreement for waterways projects.

Calling attention to page 201, under Owner Representation, Popp noted, "The owner's representative for this project shall be the township clerk who shall have complete actual authority on behalf of the owner and its governing body to make all decisions in connection with the PSA." Popp recommended that be changed to the township board.

Goss stated she does not have a problem with changing it to the township board, and reminded Popp that on the fire station project he did not show up at any of the progress meetings; she went to all of them and was the person who took responsibility for bringing back to the board all issues that needed to be addressed. Goss noted she is probably the one who will have the most hands-on with the project, and stated she will not make major decisions without bringing them to the board.

Popp proposed leaving "township clerk" but getting rid of everything after township clerk.

Goss agreed to the change to "township board."

Capser agreed to the change.

Popp also recommended that the PSA be sent to the attorney for review.

There was agreement to send the PSA to the township attorney, with Goss volunteering to send it.

Benak inquired of Capser, if the township attorney comes up with a lot of changes, will they be willing to make those changes.

Capser stated it depends what they are, but noted there have been changes to agreements in the past.

Benak noted as long as they are open to that, she does not have a problem sending it to the attorney. If the answer was no, this is our standard contract, what would be the point of spending the money.

Discussion followed regarding a motion.

Motion by Hubbell to authorize the supervisor and clerk to sign a Professional Services Agreement with Fleis & VandenBrink that is agreeable with the township attorney and Fleis & VandenBrink; second by Lawson. Roll call vote: Goss, yes; Hubbell, yes; Lawson, yes; Popp, no; Benak, yes. Motion carried.

Capser will send the revised PSA to Goss tomorrow.

Consumers Energy Street Light Contract (3:27:31)

Popp provided a memo and documents requesting approval to sign the Standard Lighting Contract, as well as the Change in Standard Lighting Contract.

Goss noted the resolution on page 212 will become Resolution #19-14, which is a resolution to furnish lighting service in accordance with the terms of the contract.

Motion by Goss to adopt Resolution #19-14; second by Lawson. Roll call vote: Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes; Goss, yes. Motion carried.

A true and complete copy of said resolution is attached to the minutes.

Goss stated the second resolution on page 215 will become Resolution #19-15, which is to make changes in the lighting service.

Motion by Lawson to adopt Resolution #19-15; second by Popp. Roll call vote: Lawson, yes; Popp, yes; Benak, yes; Goss, yes; Hubbell, yes. Motion carried.

A true and complete copy of said resolution is attached to the minutes.

Capital Expenditure for Fire Department Computers (3:30:51)

Motion by Popp to approve capital expenditure in the amount of \$2,500 for new fire department computers and software; second by Goss. Roll call vote: Popp, yes; Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes. Motion carried.

Approval of New Firefighter Derek Smith (3:31:57)

Motion by Goss to approve the hiring of Derek Smith as a probationary firefighter for the Whitewater Township Fire Department; second by Lawson. Roll call vote: Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes. Motion carried.

Tabled Items (3:32:33)

None

Board Comments/Discussion (3:32:34)

Hubbell asked if anyone on the board besides Goss has contacted MDOT about the new traffic signal.

Popp replied that it was supposed to go up in November; he is sure it will be a 2020 project but has not gotten confirmation yet.

Goss added that the steel strain poles are back ordered and the latest information is that it is going to be spring.

Brief discussion followed.

Announcements

Next regular meeting is on December 10, 2019, at 7:00 p.m.

Public Comment (3:34:43)

Ron Bachi, 6987 Cook Road, thanked Benak for the nice job she did on the survey, said the board needs to figure out a way to be more efficient, agendas are overloaded, shut down at 10:00, board falls apart after 10:00, board seems civil, no room for micromanagement on our board.

(3:36:45)

Tim Shaffer, 5309 Moore Road, stated the meetings run too long, too many silent gaps, would like to see the agenda roll along a little smoother and quicker.

(3:37:39)

John Mater, 464 Island View Drive, stated he was surprised at how quick you ended the private road ordinance. If they talked about eliminating it for two years, how come they do not have a replacement, and questioned how that will affect fire and ambulance access to a house at the end of a two-track.

Adjournment (3:38:44)

Motion by Popp to adjourn; second by Lawson. On voice vote, all those present voted in favor, none opposed. Meeting adjourned at 10:35 p.m.

Respectfully submitted,

Cheryl A. Goss
Whitewater Township Clerk

11-12-2019

Ronald Bachi 6987 Cook Rd.

I ask that you attach my public comment to the minutes, verbatim. Veterans Day was Monday November 11th. On this day, we honor all current and former members of the Armed Services. Our country's greatness is built on the foundation of your courage and sacrifice. Thank You! Not only should we thank the military this Veterans Day, but we should resolve to thank them throughout the year for the vital service they perform for our country.

The Event Barn Survey Results, Finally, after about a 6 month wait. I have very little time during public comment, so here are my power points.

You show a farmer's barn with a silo next to it. In your survey opening, it is stated that Event Barns are Agricultural Barns.

Question # 1: In what district would an Event Barn be most suitable? Be Careful, this is a trick question. It is obvious, the writers of this survey, the Whitewater township Board, want you to answer Agricultural. Whereas, the majority of the people, that answered this question, said that an Event Barn belongs on commercial land

Let's break this down. Why would the majority of people think that an Event Barn belongs on Commercial land.

Because most people know that an Event Barn-AKA Event Center-AKA Party Barn is a commercial entity.

The Owner of the Event Barn would provide music, and alcohol, and Food and entertainment to large groups of people for a lucrative income, over and over again. Sounds like a commercial business.

Why would people think that an Event Barn belongs on Agricultural land. First of all, like I stated earlier, the survey, suggest it. One misconception many people don't know, is that, more people live on Agricultural land than you think. I live on Agricultural land. My neighbors live on Agricultural land.

I would encourage everyone to read the survey.

Hundreds of written comments were added throughout the questionnaire. This is where I was impacted the most.

There is no question that the overwhelming response toward the event barn survey was very negative. Most people opposed the existence of an Event Barn ordinance in whitewater township.

I think the concerns of Safety, Health, and Welfare of our township was apparent in all, of their responses. Where there were, occasional positive responses, the negatives, far and above, outweighed the positives. You have to ask yourself, honestly, does this help or hurt, our Rural community? Does this make where we live, raise our families, retire, a safer place? Can our intersections and roads take on a much larger traffic volume. Lets' not, forget about the problem of adding more alcohol infused drivers on our roads.

And here's the most important question that you have no answers to. Who is going to enforce all the rules, who will police such an ordinance.

Here's the question of the day! Why do we need an Event Barn ordinance? In the last year and a half, I have seen a hundred people come in here tell you, no Event Barn Ordinance. I have seen lawyers, teachers, mothers, fathers, children, our retired citizens all stand in front of our boards and plead with you not to have an Event Barn. I have seen multiple letters published in our papers, showing huge opposition. I have personally handed you a petition opposing an Event barn ordinance with about 180 signatures from just one part of our township. And now, we have a Survey, that clearly opposes any such ordinance. Why are the boards trying to fit a square peg into a round hole. The question has to be asked. Is this a board driven agenda? We have to assume it is. No one has been to more Planning Commission and Township Board meetings, combined, in the last year and a half, then myself. And in all that time, I have not seen one person stand at this podium and say we need an event barn ordinance.

In conclusion, I would like to ask the board one more very important question. Are you listening to the people of whitewater township? Because I believe the all, important Court of Public Opinion has Spoken, over and over again. Now here I stand in front of you, asking you to please, abandon any Event Barn ordinance in whitewater township.

Thank You.