

**WHITEWATER TOWNSHIP BOARD**  
**Agenda for Special Meeting on May 29, 2019**  
**7:00 p.m. at the Whitewater Township Hall**  
**5777 Vinton Road, Williamsburg, MI 49690**  
**Phone 231-267-5141/Fax 231-267-9020**

*Please silence your electronic devices.*

A. Call to Order

B. Roll Call of Board Members

C. Set/Adjust Meeting Agenda

D. Declaration of Conflict of Interest

E. Public Comment

Any person shall be permitted to address a meeting of the township board. Public comment shall be carried out in accordance with following board rules and procedures:

1. Comments shall be directed to the board, with questions directed to the chair.
2. Any person wishing to address the board shall speak from the lectern and state his or her name and address.
3. Persons may address the board on matters that are relevant to township government issues.
4. No person shall be allowed to speak more than once on the same matter, excluding the time needed to answer board members' questions. The chair shall control the amount of time each person shall be allowed to speak, which shall not exceed five (5) minutes.
5. In order to avoid unscheduled debates, the board generally will not comment or respond to presenters. Silence or non-response from the board should not be interpreted as disinterest or disagreement by the board.

F. Agenda Items as Listed in Special Meeting Notice

1. Ordinance No. 55 – Ordinance Prohibiting Marihuana Establishments
2. Emergency Services Building Asphalt Project – Review Engineering Bids
3. Whitewater Pines Site Condominium – Final Approval with Conditions

G. Board Comments/Discussion

H. Public Comment

I. Adjournment

Whitewater Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities who are planning to attend. Contact the township clerk at 231-267-5141 or the TDD at 800-649-3777.

## MEMO

**To:** Whitewater Township Board  
**From:** Cheryl A. Goss, Clerk  
**Date:** 05/21/2019  
**Re:** **Ordinance No. 55 – Prohibition of Marijuana Establishments**

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The attached e-letter from Fahey Schultz Burzych Rhodes dated May 13, 2019, recommends that “townships should adopt regulatory ordinances immediately if they have not already done so.” The Whitewater Township Board voted on January 22, 2019, to have the township attorney provide the ordinance which would accomplish this. However, the ordinance was apparently never requested from the attorney.

I followed up on the e-letter the same day it was received. Those e-mail exchanges with Attorneys Chris Patterson and Matthew Kuschel are attached. The board was advised at its regular meeting on May 14 that the proposed ordinance had been received that day, and the May 29 special meeting date was agreed upon and subsequently posted.

The law does not require that a public hearing be held on a non-zoning ordinance. The township board self-imposed this requirement a couple years ago. Had the ordinance been requested in a timely manner, there would have been plenty of time to schedule a public hearing, but considering the short window before the state begins taking applications for recreational marijuana establishments, I believe the board will need to deviate from its self-imposed policy in this instance and should act on the following motion in order to make the record clear.

**ACTION ITEM: Motion to deviate from the township board’s self-imposed requirement of a public hearing prior to consideration of Ordinance No. 55.**

Another issue is that the proposed ordinance language prescribes a civil infraction penalty, which was the subject of public debate in February 2018. I consulted Attorney Kuschel as to whether the penalty could be changed to a misdemeanor. The short answer is no. Please see Attorney Kuschel’s e-mail dated May 21, 2019, explaining the law on this issue.

The township board is well familiar with the results of the medical marijuana survey. Two-thirds of those who returned the survey did not want medical marijuana in the township. Additionally, the voters of Whitewater Township turned down Proposal 1 (legalization of recreational marijuana) in November 2018. In my opinion, these are clear messages that marijuana establishments of any type are not welcome in Whitewater Township. Accordingly, the board has a duty to adopt Ordinance No. 55.

**ACTION ITEM: Motion to adopt Ordinance No. 55.**

**Roll call vote:**

###

**From:** [Fahey Schultz Burzych Rhodes PLC](#)  
**To:** [Cheryl](#)  
**Subject:** Recreational Marihuana Requires Municipalities to Act Soon  
**Date:** Monday, May 13, 2019 9:32:42 AM

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Michigan's Regulation and Taxation of Marihuana Act (MRTMA) initiative, approved by voters during the November 2018 election, requires townships to affirmatively opt-out to delay or prevent recreational establishments and retail centers locating in their communities. The State may approve emergency rules next month and shortly begin accepting applications. Townships should adopt regulatory ordinances immediately if they have not already done so.

For those Townships that have not yet adopted an ordinance, they should consider some of the available options:

- Prohibit establishments and prevent the State from locating establishments in your community;
- Prohibit establishments even if your community has permitted commercial medical marihuana;
- Permit recreational marihuana establishments under a local regulatory framework; or
- Permit recreational marihuana establishments similar to any framework already established for medical marihuana facilities.

MRTMA requires townships to adopt an ordinance if they desire to prohibit recreational establishments and retail centers within their communities. Once the State begins accepting applications, as of the date of the application, they can locate establishments in municipalities that have not opted-out. Currently, no application process has been established by the State. According to more recent information, however, the State expects to approve emergency rules in June 2019. That will allow the State to begin accepting and approving applications. For those townships that have not adopted any ordinance, establishments and retail centers may be approved by the State to operate within the township. Even in zoned communities, Townships should adopt ordinances as permitted under the MRTMA to either prohibit or regulate such establishments and retail centers so that it is clear whether or how those establishments may operate.

Although the emergency rules may be similar to the commercial medical marihuana rules, they have yet to be released or studied. Significant questions remain over the interpretation of MRTMA and the associated rules. Several different licensed activities are permitted under MRTMA, such as microbusinesses, that were not previously allowed under the commercial medical marihuana statute. Thus, each community should take time to consider what is an appropriate approach in their township. Even where a community opts out of MRTMA now, that does not prevent future local action to allow limited recreational establishments following the release of the final rules and, hopefully, clarity surrounding several ambiguities. This can be accomplished through an ordinance amendment.

If your township has not adopted either an opt-in or opt-out ordinance under MRTMA,

the township should consider reviewing the current laws and consult with their township attorney about the most appropriate action.

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## MEET OUR TOWNSHIP ATTORNEYS

### **Fahey Schultz Burzych Rhodes**

4151 Okemos Road, Okemos, MI 48864 USA  
Office: 517.381.0100 Fax: 517.381.3172 fsbrlaw.com

U.S. News & World Report Ranked *Best Law Firm*

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This email was sent to [clerk@whitewatertownship.org](mailto:clerk@whitewatertownship.org)  
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Fahey Schultz Burzych Rhodes PLC · 4151 Okemos Rd · Okemos, MI 48864 · USA

## Cheryl A. Goss

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**From:** Matthew Kuschel <MKuschel@fsbirlaw.com>  
**Sent:** Tuesday, May 14, 2019 3:28 PM  
**To:** clerk@whitewatertownship.org  
**Cc:** Christopher Patterson  
**Subject:** RE: Recreational Marijuana

Cheryl:

The Township may, but is not required to, send a copy of the ordinance as adopted to: [MRA-Enforcement@michigan.gov](mailto:MRA-Enforcement@michigan.gov). The Marijuana Regulatory Agency is keeping an unofficial list of the communities that have opted-out. The current list is here: [https://www.michigan.gov/documents/lara/MRTMA\\_Municipality\\_Opt-Out\\_Update\\_1-25-2019\\_644664\\_7.pdf](https://www.michigan.gov/documents/lara/MRTMA_Municipality_Opt-Out_Update_1-25-2019_644664_7.pdf)

If you have any questions or comments, please let me know.

Regards,

Matt



### Matthew A. Kuschel

Associate • Fahey Schultz Burzych Rhodes

Direct: 517.381.3162 • Cell: 517.927.7300

Office: 517.381.0100 • Fax: 517.381.5051

fsbirlaw.com • [mkuschel@fsbirlaw.com](mailto:mkuschel@fsbirlaw.com)

4151 Okemos Road, Okemos, MI 48864 USA

U.S. News & World Report Ranked Best Law Firm

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**From:** Matthew Kuschel  
**Sent:** Tuesday, May 14, 2019 3:12 PM  
**To:** [clerk@whitewatertownship.org](mailto:clerk@whitewatertownship.org)  
**Cc:** Christopher Patterson <[cpatterson@fsbirlaw.com](mailto:cpatterson@fsbirlaw.com)>  
**Subject:** RE: Recreational Marijuana

Cheryl:

Chris forwarded me your note below regarding a recreational opt-out ordinance; please find the same attached with a notice of adoption. If you have any questions or comments, please do not hesitate to contact me.

Regards,

Matt



### Matthew A. Kuschel

Associate • Fahey Schultz Burzych Rhodes

Direct: 517.381.3162 • Cell: 517.927.7300

Office: 517.381.0100 • Fax: 517.381.5051

fsbirlaw.com • [mkuschel@fsbirlaw.com](mailto:mkuschel@fsbirlaw.com)

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**From:** Cheryl A. Goss <[clerk@whitewatertownship.org](mailto:clerk@whitewatertownship.org)>  
**Sent:** Monday, May 13, 2019 11:04 AM  
**To:** Christopher Patterson <[cpatterson@fsbrlaw.com](mailto:cpatterson@fsbrlaw.com)>  
**Cc:** Della Benak <[treasurer@whitewatertownship.org](mailto:treasurer@whitewatertownship.org)>  
**Subject:** Recreational Marijuana

Hi Chris –

Seeing the Fahey Schultz e-letter this morning about opting out of recreational marijuana reminded me that we need to get this done here in Whitewater Township. Ron was supposed to follow up with your office on this. In case you need it, here's an excerpt of Whitewater Township Board action on this subject from 01/22/2019.

#### **Review of Recreational Marijuana**

Popp stated it is his understanding that because the township has not adopted some type of prohibitive language, all the licenses that are available for LARA to issue are now available in Whitewater Township.

Discussion followed.

**Motion by Goss to have the attorney draft the ordinance prohibiting recreational marijuana establishments in Whitewater Township; second by Popp.** There was no further discussion. **On voice vote, all those present voted in favor, none opposed, Benak absent. Motion carried.**

Popp asked if we should use the MTA version.

Goss said we should have the attorney draft it. We have already had him give an opinion on it.

Further brief discussion on this topic continued on page 3306 of these minutes.

...

#### **Review of Recreational Marijuana (continued)**

Popp asked the board for leeway to back up on the agenda and stated he needs some direction on the marijuana. He stated we are going to have Patterson draft that up and he will just re-forward everything that he forwarded to him and have him draft one up.

Goss stated she doesn't think Popp needs to forward him anything; just tell him that we are ready to take up an ordinance prohibiting recreational marijuana establishments; please provide same.

Popp stated he will do that first thing in the morning.

Goss reminded the board that the ordinance will need to go to public hearing.

Could you please provide us with an ordinance opting out of recreational marijuana at your earliest convenience.

Thank you!

*Cheryl A. Goss, CMMC*

Whitewater Township Clerk

5777 Vinton Road, P.O. Box 159

Williamsburg, Michigan 49690

Telephone: 231.267.5141 X 24

Fax: 231.267.9020

[clerk@whitewatertownship.org](mailto:clerk@whitewatertownship.org)

Office Hours: Mon/Tue/Wed/Thurs 8:30 am to 5:00 pm

I Pledge Allegiance to the Flag of the United States of America, and to the REPUBLIC for which it stands, one Nation, under God, Indivisible, with Liberty and Justice for All.

## Cheryl A. Goss

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**From:** Christopher Patterson <cpatterson@fsbirlaw.com>  
**Sent:** Tuesday, May 14, 2019 4:55 PM  
**To:** Matthew Kuschel; Cheryl A. Goss  
**Subject:** RE: Recreational Marijuana

Cheryl:

That is accurate. I was working on a charter township ordinance when you called, so I mistakenly forgot you were only a general law township. As a general township, you can introduce and adopt it at the same meeting.

Sorry for any confusion.

Chris



### Christopher S. Patterson

Member • Fahey Schultz Burzych Rhodes

Direct: 517.381.3205 • Cell: 269.744.4807  
Office: 517.381.0100 • Fax: 517.381.3185  
fsbirlaw.com • [cpatterson@fsbirlaw.com](mailto:cpatterson@fsbirlaw.com)

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† U.S. News & World Report Ranked Best Law Firm

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**From:** Matthew Kuschel  
**Sent:** Tuesday, May 14, 2019 4:49 PM  
**To:** Cheryl A. Goss <clerk@whitewatertownship.org>  
**Cc:** Christopher Patterson <cpatterson@fsbirlaw.com>  
**Subject:** RE: Recreational Marijuana

Cheryl:

The two meeting adoption process is for Charter Townships. However, I understand that Withewater is a General Law Township. Therefore, the ordinance need only be passed at one meeting. Yes, it will become effective 30 days after publication.

Regards,

Matt



### Matthew A. Kuschel

Associate • Fahey Schultz Burzych Rhodes

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Office: 517.381.0100 • Fax: 517.381.5051  
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**From:** Cheryl A. Goss <[clerk@whitewatertownship.org](mailto:clerk@whitewatertownship.org)>  
**Sent:** Tuesday, May 14, 2019 4:07 PM  
**To:** Matthew Kuschel <[MKuschel@fsbriaw.com](mailto:MKuschel@fsbriaw.com)>  
**Cc:** Christopher Patterson <[cpatterson@fsbriaw.com](mailto:cpatterson@fsbriaw.com)>  
**Subject:** RE: Recreational Marijuana

Matt –

Thank you for promptly supplying these documents.

As I understand from Chris, we do not need to set this for public hearing. Instead, we will set it for a “first reading” at an upcoming meeting. Then at a later meeting (and there is no set time interval which must occur between meetings), it will be on the agenda for a “second reading,” after which we can make a motion to adopt the ordinance. Then it will become effective 30 days after publication.

Can you confirm that I have correctly restated the adoption procedure?

Thank you!

*Cheryl A. Goss, CMMC*

Whitewater Township Clerk  
5777 Vinton Road, P.O. Box 159  
Williamsburg, Michigan 49690  
Telephone: 231.267.5141 X 24  
Fax: 231.267.9020  
[clerk@whitewatertownship.org](mailto:clerk@whitewatertownship.org)  
Office Hours: Mon/Tue/Wed/Thurs 8:30 am to 5:00 pm

I Pledge Allegiance to the Flag of the United States of America, and to the REPUBLIC for which it stands, one Nation, under God, Indivisible, with Liberty and Justice for All.

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**From:** Matthew Kuschel [<mailto:MKuschel@fsbriaw.com>]  
**Sent:** Tuesday, May 14, 2019 3:12 PM  
**To:** [clerk@whitewatertownship.org](mailto:clerk@whitewatertownship.org)  
**Cc:** Christopher Patterson  
**Subject:** RE: Recreational Marijuana

Cheryl:

Chris forwarded me your note below regarding a recreational opt-out ordinance; please find the same attached with a notice of adoption. If you have any questions or comments, please do not hesitate to contact me.

Regards,

Matt



**Matthew A. Kuschel**

Associate • Fahey Schultz Burzych Rhodes

Direct: 517.381.3162 • Cell: 517.927.7300

## Cheryl A. Goss

---

**From:** Matthew Kuschel <MKuschel@fsbirlaw.com>  
**Sent:** Tuesday, May 21, 2019 3:16 PM  
**To:** clerk@whitewatertownship.org  
**Cc:** Christopher Patterson; William Fahey  
**Subject:** RE: Recreational Marijuana  
**Attachments:** 2019.05.21 MRTMA Marihuana Opt Out.docx

Cheryl:

It was a pleasure speaking with you this morning regarding the Township's proposed opt-out ordinance under the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, *et seq.*, ("MRTMA"). As we discussed, the ordinance is designated as a civil infraction because that is the penalty provided for by state law. I've slightly updated the draft (attached) in Section 5(2) to highlight that state law protections remain in place and that the civil infraction provision is consistent with state law.

The penalty for violating the MRTMA is a civil infraction and forfeiture of marihuana. MCL 333.27965(1), (2). A person is guilty of a misdemeanor for a third or subsequent violation, MCL 33.27965(2)(c), or for providing twice the legal limits of marihuana, MCL 333.27965(4). A person "may be punished only as provided in this section" and is not subject to other punishment. MCL 333.27965. Therefore, misdemeanor punishments are for habitual and continuing violations, while the Act clearly establishes regular violations are only civil infractions.

If the Township were to enforce violations of its ordinance as a misdemeanor, it may conflict with the specific language of MRTMA and therefore limit its enforceability. The draft ordinance we prepared for the Township designates the penalty as a civil infraction to remain consistent with state law. To further reinforce the compliance with state law, in the attached draft I have also included language referencing the state law regarding civil infractions which ensures that any enforcement is consistent with those procedures and protections. Part of complying with those procedures is designating your zoning administrator as the enforcing officer, which we have done. If any citation were issued then the defendant would have the benefits of informal and formal hearing processes before a judge or magistrate.

In conclusion, the ordinance penalty is a civil infraction to remain consistent with state law regarding recreational marihuana. This ordinance gives the Township a voice and local control over the operation of recreational marihuana establishments within its boundaries.

If you have any further questions or if I can be of any assistance, please feel free to contact me.

Regards,

Matt



### Matthew A. Kuschel

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**TOWNSHIP OF WHITEWATER**  
**COUNTY OF GRAND TRAVERSE, STATE OF MICHIGAN**  
**ORDINANCE NO. 55**

**ADOPTED: \_\_\_\_\_, 2019**

**EFFECTIVE: \_\_\_\_\_, 2019**

**PROHIBITION OF MARIHUANA ESTABLISHMENTS ORDINANCE**

*An Ordinance to prohibit marihuana establishments within the boundaries of  
Whitewater Township pursuant to the Michigan Regulation and Taxation of  
Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq., as amended.*

THE TOWNSHIP OF WHITEWATER, GRAND TRAVERSE COUNTY, MICHIGAN  
ORDAINS:

**SECTION 1: TITLE.** This ordinance shall be known as, and may be cited as, the Whitewater Township Prohibition of Marihuana Establishments Ordinance.

**SECTION 2: INTENT AND PURPOSE.** The State of Michigan, by voter referendum of November 2018, approved the use and possession of recreational marihuana by individuals over the age of 21. The law also established at least six commercial recreational marihuana licensed establishments that may operate within the Township, subject to State of Michigan and Township regulation. This law has been identified as the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, *et seq.*, (“MRTMA”) as may be amended. The Township determines that the general purposes of this ordinance are as follows:

1. The citizens of Whitewater Township voted against the MRTMA, indicating disapproval of the activities and uses allowed under the MRTMA.
2. Legitimate concerns remain regarding the proper regulation of recreational marihuana establishments, either distinct from medical marihuana facilities allowed under the Michigan Medical Marihuana Facilities Licensing Act, or combined with such facilities.
3. Certain provisions of the MRTMA create ambiguity as to potential impacts upon the Township.
4. The State of Michigan is charged with promulgating rules that will give further effect to the MRTMA and potentially address ambiguities in the MRTMA, but the State of Michigan has up to a year before such rules will be available for review and study by the Township.
5. The Township has a concern that proper regulation must be considered to address the MRTMA’s impacts before allowing the commercial establishments permitted under the law.

6. The Township Board determines that the adoption of this Ordinance is necessary to preserve the public peace, health and safety by preventing the establishment of businesses related to recreational marihuana without proper time for the Township to study the new state law and properly determine how to effectuate appropriate regulation regarding it.

**SECTION 3: DEFINITIONS.** Words used within this Ordinance shall be construed to have the same meaning as provided in the MRTMA, as may be amended.

**SECTION 4: NO MARIHUANA ESTABLISHMENTS.** Whitewater Township hereby prohibits all marihuana establishments within the boundaries of the Township pursuant to the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as may be amended.

**SECTION 5: VIOLATIONS AND PENALTIES.**

1. Any person who disobeys, neglects or refuses to comply with any provision of this ordinance, or who causes, allows or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se.
2. A violation of this ordinance is a municipal civil infraction, in accordance with the procedures required by state law, Municipal Civil Infractions, MCL 600.8701 *et seq.*, for which the fines shall be not less than \$100, nor more than \$500, in the discretion of the Court and consistent with MRTMA. The foregoing sanctions shall be in addition to the rights of the Township to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the Township incurs in connection with the municipal civil infraction.
3. Each day during which any violation continues shall be deemed a separate offense.
4. In addition, the Township may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.
5. This ordinance shall be administered and enforced by the Zoning Administrator of the Township or by such other person(s) as designated by the Township Board from time to time.

**SECTION 6: SEVERABILITY.** The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect.

**SECTION 7: REPEAL.** All ordinance or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 8: EFFECTIVE DATE.** This ordinance shall take effect thirty days after notice of its adoption is published in a local newspaper.

ROLL CALL VOTE:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT/ABSTAIN: \_\_\_\_\_

ORDINANCE DECLARED ADOPTED

\_\_\_\_\_  
Ron Popp, Supervisor  
Whitewater Township

**CERTIFICATION**

I, Cheryl Goss, Clerk of Whitewater Township, do hereby certify that the foregoing is a true and accurate copy of Ordinance No. 55, adopted by the Whitewater Township Board on \_\_\_\_\_, 2019. A summary of the Ordinance was duly published in the Traverse City Record-Eagle, a newspaper that circulates within Whitewater Township, on \_\_\_\_\_, 2019. Within one (1) week after such publication, I recorded the Ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the Ordinance, the names of the members of the Township Board voting, and how each member voted.

Attested:

\_\_\_\_\_  
Cheryl Goss, Clerk  
Whitewater Township  
5777 Vinton Road, Williamsburg, MI 49690  
(231) 267-5141

**WHITEWATER TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN**

**ORDINANCE PROHIBITING MARIHUANA ESTABLISHMENTS**

**ORDINANCE NO. 55**

**NOTICE OF ADOPTION**

Please take notice that on \_\_\_\_\_, 2019, the Township Board of Whitewater Township adopted Ordinance No. 55, which prohibits marihuana establishments within the Township. Copies of the Ordinance may be obtained from Cheryl Goss, Clerk, 5777 Vinton Road, Williamsburg, MI 49690.

The Ordinance provides, in summary, for a prohibition on all marihuana establishments within the Township. The Ordinance has the following sections and catch lines: Section 1: Title; Section 2: Intent and Purpose; Section 3: Definitions; Section 4: No Marihuana Establishments; Section 5: Violations and Penalties; Section 6: Severability; Section 7: Repeal; and Section 8: Effective Date, which is 30 days after this publication.

Published by Order of the Township Board  
Whitewater Township, Grand Traverse County  
Cheryl Goss, Clerk  
5777 Vinton Road, Williamsburg, MI 49690  
Publication Date: \_\_\_\_\_, 2019

# Memo

**To:** Whitewater Township Board  
**From:** Ron Popp, Supervisor  
**CC:** Whitewater Township Fire Department Chief Brandon Flynn  
**Date:** 4-28-2019  
**Re:** Emergency Services Building Driveway Update –

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Board Members,

Since our last communication on the topic, Chief Flynn has been busy showing additional engineering firms the Emergency Service Building Parking Lot project. Chief and I looked to three different recommendations from our knowledge base and one recommendation from Lindsey Wolf's. Below are the three proposals that have been returned in accordance with Chief's RFP. To refresh the matter at hand, the Township is looking to eliminate an ice damming situation that makes wintertime use of the front paddock area dangerous moving that drainage towards the west and then to the natural south lowland retention area. Additionally, we are looking to get the new constructed parking area to east covered by asphalt.

Below are the:

- 1) Original RFP
- 2) Proposal From Scott Jozwiak Consulting
- 3) Proposal From Machin Engineering
- 4) Proposal From Harry Luzius P.E.s

An appropriate motion may look like: Motion to enter into an engineering services agreement with \_\_\_\_\_ to oversee the construction of a new parking lot for 8380 Old M-72, Whitewater Township Emergency Services Building,.

Respectfully submitted



Ron Popp  
Supervisor, Whitewater Township



# **REQUEST FOR PROPOSAL FIRE STATION ASPHALT PAVING SERVICES**

Release Date: March 1, 2019  
Deadline: April 1, 2019 at 2:00 pm

Whitewater Township  
5777 Vinton Rd., P.O. Box 159  
Williamsburg, MI 49690  
(231) 267-5141

Issue Date: March 1, 2019

Pre-Response Meeting: Recommended, by appointment only

Response Deadline: April 1, 2019 @ 2:00 pm est.

Bid Bond: Not required

Contact: Brandon Flynn

8380 Old M-72

Williamsburg, MI 49690

Phone: 231-267-5969

Email: [firechief@whitewatertownship.org](mailto:firechief@whitewatertownship.org)

Whitewater Township (Whitewater Twp.), is requesting responses to this Request for Proposal (RFP) to enter into a contract with a contractor to provide asphalt paving services for the fire station front apron and rear parking lot. Said services will include the removal of the current surfaces, proper prep, and the installation of a new bituminous asphalt surface as designated. New applications will require parking lot striping and landscape restoration.

A copy of this RFP may be obtained by calling, emailing or by written request from the above listed contact. Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the Whitewater Township contact listed above prior to the deadline indicated.

Responses are due prior to the deadline indicated above and must be hand delivered or mailed to **Whitewater Township Clerk, P.O. Box 159, 5777 Vinton Rd., Williamsburg, MI 49690.**

Responses must be in a sealed envelope labeled, ***"Fire Station Asphalt Paving"*** Late responses will not be accepted.

#### I. PURPOSE AND GENERAL INFORMATION

- 1.1 It is the intent of this Request for Proposal to solicit sealed bids for professional asphalt services for Whitewater Township. Whitewater Township is inviting proposals from State of Michigan licensed Contractors to provide construction and reconstruction of the front apron and rear parking lot of the Emergency Services Building (fire station) located at **8380 Old M-72, Williamsburg, MI 49690.**
- 1.2 The work may be performed anytime from May, 2019 – September, 2019. Two weeks' notice must be given prior to the start of work. The project must be completed by the Sept. 30, 2019 deadline. Weekend work is acceptable.
- 1.3 The Emergency Services Building is occupied 24 hours a day. Contractors *must* coordinate work with the Fire Chief to accommodate emergency vehicle access.

## II. SCOPE OF SERVICES

- 2.1 Services will include the reconstruction of the Emergency Services Building front apron with alternate pricing to include asphalt paving to the east access drive and rear parking lot. This project will be completed in accordance with the MDOT 2012 Standard Specifications for Construction and follow the Michigan MUTCD guidelines.
- 2.2 The existing conditions at the Whitewater Township Fire Station include an asphalt paved front apron and a gravel access drive on the east side to a gravel parking area in the rear.
- 2.3 The base bid includes replacement of the front apron as specified.
- 2.4 Alternate 1 includes the base bid *and* paving of the access drive and rear parking area.
- 2.5 The existing base and soil conditions are unknown under the front apron. Contractors are encouraged to provide adequate pricing in their proposal to accommodate the base bid specifications for sand and gravel listed below in the event additional material is needed.
- 2.6 Alternate 1 pricing should include using residual gravel excavated from the rear parking area to use on the front apron.
- 2.7 Contractors are highly encouraged to visit the site prior to submitting a proposal. Site visits may be scheduled by emailing or calling the Whitewater Township Fire Chief using the above contact information
- 2.8 **Base Bid**
  - Remove existing asphalt from front apron. It is preferred to crush and salvage the existing asphalt.
  - Ensure adequate depth for base materials.
  - Ensure adequate slope for drainage.
  - Provide 12" of sand if needed compacted to 95% density.
  - Provide 8" of gravel compacted to 98% density.
  - Provide 4" total 4E1 mix design.
    - Leveling course rolled and compacted
    - Bond coat
    - Roll and Compact tight mat finish
  - Restripe 1 parking space and 1 handicap van accessible space.
  - Restore landscaping.

## 2.9 **Alternate 1**

- Grade existing gravel base.
- Use residual gravel on front apron.
- Compact to 98% density.
- Ensure adequate slope for drainage.
- Provide 3" total 4E1 mix design.
  - Leveling course rolled and compacted
  - Bond coat
  - Roll and Compact tight mat finish
- Stripe parking spaces.
- Restore landscaping.

2.10 Whitewater Township reserves the right to select the service provider which best meets the Township's goals and objectives, needs, budget constraints, time frame and quality levels, The Township reserves the right, in its sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part or not at all and/or to determine which proposal is the lowest and/or best to enter into a Contract, as it may deem to be in the best interest of Whitewater Township.

2.11 Contractors will be responsible for any and all damage to the property identified during the construction project.

2.12 A permit from the Grand Traverse County Road Commission is required for this project.

### III. COMPLIANCE WITH APPLICABLE LAWS

- Title VIII of the Civil Rights Act of 1968 as amended
- The Persons with Disabilities Act
- The Age Discrimination Act
- Section 504 of the Rehabilitation Act
- The Contract Work Hours and Safety Standards Act, 40 USC 327
- The Copeland Anti-Kickback Act, 18 USC 874
- The Fair Employment Practices of the Equal Contracting Opportunities Ordinances
- National Environmental Policy Act of 1969, its associated regulations and Executive Orders
- Michigan MUTCD
- MIOSHA Regulations
- Michigan Worker's Compensation Statue, MCL 418.101
- Drug Free Workplace Act, 41 USC 701, 15 USC 631

#### IV. PREPARATION OF THE PROPOSAL

- 4.1 Response proposals shall be completed on the form contained in this RFP packet. Additional documentation included in the response will be submitted on company letterhead attached to the form.

#### V. INSURANCE REQUIREMENTS

- 5.1 The selected service provider shall agree to indemnify and hold harmless Whitewater Twp. and its officers, agents, and employees from any and all claims, causes, or actions, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of Whitewater Township or its officers, agents, or employees in connection with said contract.
- 5.2 Whitewater Twp. will require proof of professional liability insurance with errors and omissions coverage, workers compensation insurance, general liability and automobile insurance with companies authorized to do business in Grand Traverse County, Michigan, and in amounts satisfactory to the Township.
- 5.3 The successful Contractor, within five (5) days after the contract award, shall furnish Whitewater Township with proof of insurance.
- 5.4 Whitewater Twp. shall be named as additional insured on all policies. Should any insurance required by this contract lapse, the Contractor shall immediately cease any operations until authorized in writing by Whitewater Twp. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

#### VI. AGREEMENT/EXCEPTIONS

- 6.1 Submission of a proposal indicates the Contractor agrees to the terms, conditions and other provisions contained in the RFP, unless the Contractor clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
- 6.2 Exceptions presented in a proposal are not to be considered incorporated into the contract between Whitewater Township and the selected Contractor unless and until Whitewater Township agrees to accept such exceptions.
- 6.3 The selected Contractor must acknowledge and agree that the contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the proposal selected (including any exceptions accepted by Whitewater Twp.) which is

acceptable to Whitewater Twp. and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by Whitewater Twp. and selected Contractor.

- 6.4 No oral statements or any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting contract.
- 6.5 A formal contract will be awarded after the selection of a contractor for the services identified in the scope of services by Whitewater Township.
- 6.6 The contractor shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by Whitewater Township, it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the municipality. The request for assignment must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.

#### VII. PROPOSAL SUBMITTAL

- 7.1 One (1) original response must be submitted in a sealed envelope labeled "**Fire Station Asphalt Paving**". Sealed responses must be submitted to the Whitewater Township Clerk by Monday April 1, 2019 at 2:00 pm est. addressed as follows:

Whitewater Township Clerk  
Fire Station Paving Project  
P.O. Box 159, 5777 Vinton Rd.  
Williamsburg, MI 49690

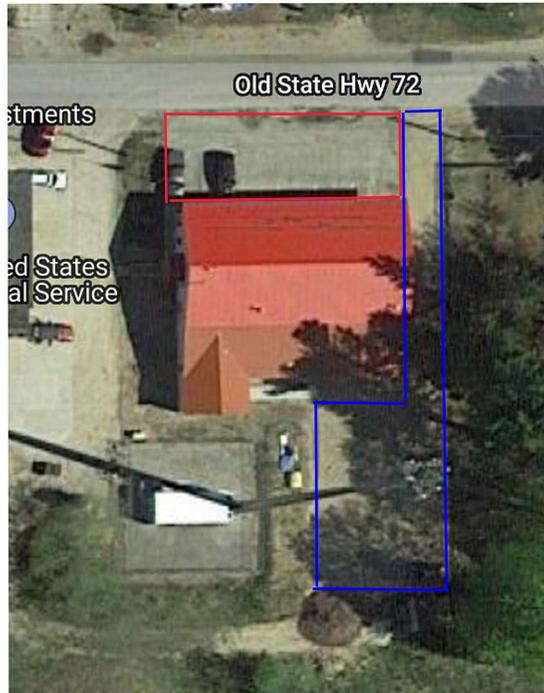
- 7.2 Proposals may be mailed or dropped off during normal business hours at the Whitewater Township Hall. Proposals must be received in the Township Clerk's Office by 2:00 pm on Monday, April 1, 2019 for it to be considered in the RFP review process.
- 7.3 Contactors are encouraged to hand deliver proposals to ensure the sealed envelopes are received by the Township Clerk. The burden of verifying receipt of mailed proposals will be on the contractor.

#### VIII. EVALUATION OF PROPOSALS

- 8.1 Sealed bids will be opened publicly during the regularly scheduled Township Board Meeting on April 9, 2019 at 7:00 p.m.
- 8.2 Only proposals meeting minimum qualifications will be evaluated.

- 8.3 Whitewater Twp. will evaluate proposals based on, but not limited to, the following criteria:
- Experience in asphalt parking lot paving and rehabilitation
  - Capability of contractor and/or personnel
  - References
  - Price
  - Contractors who visit the site
- 8.4 Whitewater Twp. reserves the right to accept or reject any or all proposals, in part or in total, and to waive any irregularity in any proposal if it is deemed to be in the best interests of Whitewater Township.
- 8.5 Whitewater Twp. reserves the right to reject the proposal of any contractor who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors, suppliers, or employees.
- 8.6 Whitewater Twp. reserves the right to make an award based solely on the proposals submitted or to negotiate further with one or more vendors. The contractor selected for the award will be chosen on the basis of greatest benefit to Whitewater Township, not necessarily on the basis of lowest price.
- 8.6 All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the contractor. All supporting documentation and manuals submitted with this proposal will become the property of Whitewater Township unless otherwise requested by the contractor at the time of submission.

\*\*\*



2.8 Base bid - Remove existing asphalt, prep for new asphalt, install new asphalt as specified. Restore landscaping , stripe parking spaces.

2.9 Alternate 1 - Existing gravel access drive and parking lot to be graded and prepped for new asphalt. Install asphalt as specified, restore landscaping and stripe parking spaces.  
Access gravel to be used on front apron, 2.8 project. Alternate price is both projects combined.



# RFP Form

## Fire Station Paving Services

**Project Owner**

Whitewater Township  
P.O. Box 159, 5777 Vinton Rd.  
Williamsburg, MI 49690  
231-267-5141

**Project Location**

Whitewater Township Fire Department  
P.O. Box 9, 8380 Old M 72  
Williamsburg, MI 49690  
231-267-5969

Company

Name

Address

Phone

Fax

Company URL

Company Contact

Title

Base Bid

Dollars

\$

Alternate 1

Dollars

\$

## Project References

1

2

3

Notes

Name, Title

Signature

<b>Client</b>
Ron Popp Supervisor Whitewater Township

Date:	May 1, 2019
Project ID:	2019-108
Project Name:	Site Improvement Project Whitewater Twp Fire Bldg
Location:	Old State Hwy 72, Whitewater Twp

## Scope of Work

Provide site design services and bid assistance for site improvements at the fire building located on Old State Hwy 72. Scope includes limited evaluation of subsoil, topographic survey, site development plan along with grading and drainage provisions. The following work areas are included: Replacement of the asphalt apron along the front of the building, paving of the parking area behind the building and also paving of the east drive along the side of the building. Evaluations for the repair will include determining the best method for addressing drainage along the county road. This area is very flat and introducing enough grade to sufficiently drain the area will most likely require an underground infiltration system that can handle a 10 year storm event. Consideration will also be given to piping the water to the rear of the property where we intent to construct an infiltration basin for the lower parking lot. Additional study of the site and collaboration with staff will occur but our proposal includes this level of effort to sufficiently analyze and design for this.

## Work Performed

The following services will be provided under this agreement:

### 1. Design Services

- Evaluate location of existing utilities (i.e. water/well, septic/sewer, electric and gas)
- Conduct topographic survey of the subject area.
- Prepare Base Plans for the Project Site.
- Meet with Owner to solidify project parameters and requirements.
- Develop preliminary plans for all site work.
- Review plans with the Owner via email and make changes. Submit preliminary plans to road commission.
- Prepare Permit and Construction Final Plans, including the following:
  - Site Work Cover Sheet with general notes and existing conditions
  - Demolition plan
  - Site and Dimension plan
  - Utility plan
  - Grading and Drainage plan
  - Details and notes.
- Provide final plans to Owner for final review.
- Assist with permits. Permit assistance to include soil erosion control and road commission

### 2. Bidding Services

- Assist owner in preparing bid packages
- Assist with bid review and contractor selection

### 3. Construction Related Services

- Items relating to construction are not included such as construction staking, inspections and testing.
- Provide up to 3 site visits during construction along with an additional site visit for a walk through and punch list.

### 4. Project Close-Out

- Provide close-out certification to Grand Traverse Soil Erosion Control.

## Assumptions

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- Reimbursables such as printing and copying will be invoiced separately.
- Permit fees to be paid by owner.
- Meetings with project team other than those listed in the project scope will be on an hourly basis.
- This proposal does not address Township related zoning requirements nor Township submittals.
- In the event that soils are deemed questionable, a separate contract may be needed to incorporate the services of a geotechnical engineer.

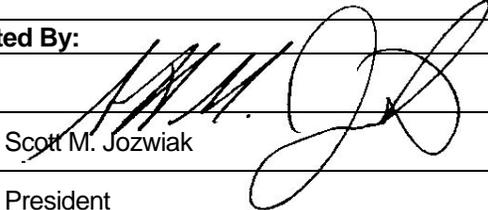
## Contract Price

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The Client shall pay the Professional for services performed an estimated fee not to exceed **\$12,500.00**.

## Acceptance of Agreement

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<b>Submitted By:</b>	
Signature	
Print Name	Scott M. Jozwiak
Title	President
Company	Jozwiak Consulting, Inc.
Date	May 1, 2019

<b>Approved By (Owner):</b>	
Signature	
Print Name	
Title	
Company	
Date	

## **Contract Terms**

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### **Approval Condition**

We will provide plans and specifications in sufficient detail as required by the agencies for submittals of this nature. In the event that the owner and the agencies fail to agree on an amicable solution, fees and costs associated with our efforts to that point shall be paid in full.

### **Out of Scope Work Items**

This Proposal was based on the Statement of the Project, work scope and/or drawings provided herein. If circumstances arise which require substantial or numerous changes to the conceptual design outlined in this proposal, including but not limited to unforeseen site conditions, Purchaser's preferences, and regulatory agency requirements, a Change Order may be required. At such time, Jozwiak Consulting will notify the Purchaser of the required changes, meet to discuss additional fees, and prepare the Change Order. Jozwiak Consulting reserves the right to cease work on the project until an agreement is reached and the agreed upon Change Order is signed by the Purchaser.

### **Time for Acceptance / Approval**

This proposal must be accepted by the Purchaser within thirty (30) days from the date hereof. If not accepted within that period, this proposal may be withdrawn at Jozwiak Consulting's sole discretion and the proposal considered void. A facsimile copy of this proposal containing Purchaser's signature shall be binding until the signed acceptance has been received by Jozwiak Consulting.

### **Payments**

Unless otherwise addressed on this proposal, payment in full is due upon invoicing. In such cases where Jozwiak Consulting deems necessary, Interim / Progress billings will be invoiced and will be due in full upon invoicing.

Finance Charges: A finance charge of 18 percent per annum (1.5% per month) - or the maximum allowed by law shall be applied to all accounts which are thirty (30) days past due.

### **Non-Payment Default**

If Purchaser shall fail to make a payment when due or breaches any agreement in this proposal, Purchaser will be deemed in default herewith. Purchaser shall pay all costs incurred by Jozwiak Consulting for collection, enforcement and defense of this proposal including agency and actual attorney fees. The rights, remedies and benefits provided by this proposal shall be cumulative and not exclusive.

### **Acceptance**

All work performed and materials supplied shall be deemed accepted by Purchaser if not objected to, in writing, within ten (10) days of the completion of the project.

### **Cancellation**

If client decides to discontinue the project, hours shall be calculated and charged at a rate of \$100.00 per hour. A refund of the remaining balance shall be returned within 60 days of cancellation notice. Cancellation should be in written form, mailed, emailed, or faxed.

### **Limitation of Liability**

In acknowledgement of the relevant risks, benefits and rewards of the project to both the Engineer and the Purchaser, the parties agree that the risks have been allocated such that the Purchaser agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Purchaser for any and all injuries, claims expenses, losses, damages or claims expenses (including litigation and attorney fees) arising out of this agreement from any cause shall not exceed the total fee paid to the Engineer under this agreement. Such causes shall include, but are not limited to, the Engineer's negligence, errors, omissions, breach of contract, or breach of warranty. Higher limits of liability are available at an additional cost, to be specified, prior to the commencement of services.

### **Standard of Performance**

The Engineer will perform its professional services in accordance with the standard of care, skill and diligence normally provided by a competent Engineer in the performance of the services required under this Agreement.



April 09, 2019

Mr. Ron Popp, Supervisor  
Whitewater Township  
P.O. Box 159  
Williamsburg, MI 49690

Re: Engineering Proposal  
Fire Station Drive  
ME Proposal No. P19020

Dear Ron:

It is my pleasure to provide the enclosed engineering proposal for the proposed work to be completed at the Fire Station. I have provided a description of the services proposed in the Exhibit 'A'. The services include, design of full plan set ready for bidding, bidding services, and construction administration services.

Following your review of the proposal, please let me know if you or anyone else should have any questions or comments.

I look forward to working with the Township on this project.

Sincerely,

MACHIN ENGINEERING, INC

A handwritten signature in black ink, appearing to read "Patrick J. Machin", written over a horizontal line.

Patrick J. Machin, P.E.  
President

PJM/pjm

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is effective as of \_\_\_\_\_ (“Effective Date”) by and between Machin Engineering, LLC (hereinafter “Consultant”) and \_\_\_\_\_ Whitewater Township (hereinafter “Client/Owner”).

**RECITALS**

PROJECT NAME: Fire Station Drive

LOCATION: 8380 Old State Hwy 72, Williamsburg, MI

DESCRIPTION OF SERVICES: See Exhibit ‘A’

The Client agrees to pay the Consultant for all services performed and all costs incurred rendered under this Agreement:

FEE (hourly estimated): \$ \_\_\_\_\_ (USD) Estimated Start DATE: TBD

FEE (fixed): \$11,430.00 Estimated Completion DATE: TBD

**TERMS AND CONDITIONS**

SECTION 1. Payment: Invoices due upon receipt. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1.5% per month (18.0% per annum).

SECTION 2. Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or hers officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorneys’ fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attribute to the sole negligence or willful misconduct of the Consultant. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other agreements and understandings, both written and oral, of the parties relating to the subject matter of this Agreement.

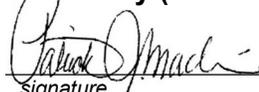
SECTION 3. Limitation of Liability: The liability, if any, of Consultant with regard to this Agreement for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, is limited to the scope of work relating to the design and plan preparation. In no event will Consultant be liable for indirect, special, or consequential damages.

SECTION 4. Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of any term or obligation or be deemed a waiver of any subsequent breach.

SECTION 5. Governing Law and Assignment: This Agreement is a contract made under, and shall be governed by and construed in accordance with, the laws of the State of Michigan. The parties agree that any legal or equitable action or proceeding with respect to this Agreement or the transactions contemplated by it shall be brought only in any court sitting in Grand Traverse County of the State of Michigan.

**By providing a signature below the Client hereby agrees to the before mentioned Recitals and Terms and Conditions of this Agreement. If not accepted within 30 calendar days of issue date, this Agreement shall be determined void.**

**Offered by (Consultant):**

  
 \_\_\_\_\_  
*Signature* *Date*  
 Patrick J. Machin, P.E.  
 \_\_\_\_\_  
*printed name / title*  
 Machin Engineering, Inc  
 \_\_\_\_\_  
*name of consulting firm*  
 (p) (231) 935-1530  
 \_\_\_\_\_  
*phone and fax*  
[pat@machinengineering.net](mailto:pat@machinengineering.net)  
 \_\_\_\_\_  
*email address*  
 6201051471 (state of Michigan)  
 \_\_\_\_\_  
*license no.*

**Accepted by (Client):**

\_\_\_\_\_  
*signature* *Date*  
 Ron Popp / Supervisor  
 \_\_\_\_\_  
*printed name / title*  
 Whitewater Township  
 \_\_\_\_\_  
*name of client*  
 P.O. Box 159, Williamsburg, MI 49690  
 \_\_\_\_\_  
*address*  
 (231) 267-5141  
 \_\_\_\_\_  
*phone and fax*  
[supervisor@whitwatertownship.org](mailto:supervisor@whitwatertownship.org)  
 \_\_\_\_\_  
*email address*

**EXHIBIT “A”**  
**Fire Department Pavement & Stormwater**  
**Whitewater Township**  
**Proposal No. P19020**

This Exhibit outlines the specific scope of professional services to be provided by the Consultant. These services will be provided in accordance with this Agreement between the parties, as set forth in Agreement for Professional Services. This exhibit is made part of and incorporated by reference into Agreement for Professional Services.

**PART A - DESIGN SERVICES**

**A.1 Project Location / Identification:**

The perspective project is to be located at the existing fire department located at 8380 Old State Hwy M72 in Williamsburg, MI. The project is scheduled to include a base bid portion with an alternative. The base bid is for the replacement of the existing driveway approach fronting the building with associated stormwater controls with the alternative consisting of preparation and paving of the side access and rear parking lot.

**A.2 Design Considerations/Requirements:**

1. Grand Traverse County Road Commission standards.
2. Local soil erosion control ordinance.

**A.3 Civil Services of Engineer:**

1. Perform an aerial drone survey and generate a base map in conjunction with the digital survey information obtained by the Township’s surveyor.
2. Complete minimum of two (2) hand auger soil borings to verify adequacy of sub-base material along the approach area.
3. Perform a design to route stormwater away from road right-of-way to rear of property.
4. Complete engineered plans to 60% completion for review and comment by client.
5. Prepare and provide a preliminary cost estimate for proposed work.
6. Receive comments and revise as necessary.
7. Complete plans and specifications to include area to be bid as base and alternate #1.

**A.4 Bidding Services of Engineer:**

1. Advertise for bids in online plan rooms.
2. Answer contractor questions.
3. Issue addenda as necessary.
4. Receive bids and analyze results.
5. Provide recommendation for award and attend a Township regular Board meeting.

**A.5 Completion Time:**

1. We will complete the above-mentioned services in a timely fashion and as rapidly as the process permits.

## **PART B - CONSTRUCTION SERVICES**

### **B.1 Construction Administration Phase**

1. Schedule and attend a contractor pre-construction meeting.
2. Review contractor pay requests as required.
3. Coordinate all testing operations with the contractor. Specific testing required is as follows:
  - a. Gravel depth checks at the regular intervals.
  - b. Materials testing for density as requested and estimated to be completed in a total of five (5) trips. If additional trips are required due to construction related issues, they will be billed at cost plus 10%.
4. Make periodic site-visits to monitor the general progress of the work, keep abreast of any problems and resolve any disputes. Three (3) visits total planned over a three-week period.

## **PART C - SERVICES FEES**

### **C.1 Methods of Payment for Services and Expenses of ENGINEER**

The ENGINEER will be paid the following lump sum fees for the Basic Services as indicated in Part A and Part B as noted in this exhibit.

1. <i>Engineering Services</i>	
Civil Engineering Design	\$ 6,680.00
Bidding Services	\$ 950.00
<u>Construction Administration</u>	<u>\$ 3,800.00</u>
<b>TOTAL:</b>	<b>\$ 11,430.00</b>

2. Changes, modifications, or additions to the Basic Services will be performed at the normal hourly rates for the personnel involved or at a negotiated fee.
3. Billings will be made once a month as the work progresses.

### **C.2 Clarifications**

1. All information, as stated in this proposal to be supplied by Client, will be supplied to Engineer per his request in digital form. All CAD files in AutoCAD Civil 3D version 2018 or newer.
2. Construction survey staking by others.
3. Material gradation testing is not included.

**H. Luzius Engineering, L.L.C**  
**3920 Rustic Manor Ct.**  
**Traverse City, Michigan 49685**

**Contract for Services:**

This contract is made between H. Luzius Engineering, L.L.C. (Engineer) and the Whitewater Township, 5777 Vinton Rd., P.O. Box 159, Williamsburg, MI 49690 (Owner) for design and construction engineering services for preparing plans and specifications, on this the \_\_\_\_\_ day of May, 2019.

**Scope of Services:**

The owner intends to remove and replace the existing asphalt front apron of its existing fire station. Ancillary tasks will include parking lot striping and landscape restoration. Plus, the owner will consider, as an alternate bid preparation and paving o the east access drive and rear parking lot of the fire station. Engineering plans and specifications will be prepared to ensure that all work will be completed in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction and follow the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) guidelines.

We will also provide construction engineering services to include bidding, contract administration, and construction observation as required.

*Design services:*

Topographic survey: We will utilize the services of a licensed professional surveyor to conduct a topographic survey of the front apron, access drive, rear apron and surroundings. The survey will capture all roadway features of Vinton Dr., the paved apron, and gravel areas surrounding the fire station. To the extent possible, we will attempt to capture information of all underground utilities within the route so as to identify potential conflicts

Permitting: We will assist the owner by preparing permit applications and submitting the plans and specifications to the following local regulatory agencies:

- a) Grand Traverse County Road Commission for review of and issuance of a driveway construction permit; and
- b) Grand Traverse County Health Department for review of and issuance of a Soil Erosion and Sedimentation Control Permit.

In addition, we will provide a minimum of five (5) sets of plans and specifications to the Owner for distribution to prospective bidders.

*Construction Engineering Services: We are able and willing to provide the following construction engineering services, as authorized and directed by Whitewater Township:*

1. We will advertise the project for bids, provide plans to all interested bidders, clarify questions and issue addenda as required, and conduct a bid opening for the project.
2. We will review all bids, make recommendation regarding the low responsive responsible bidder, execute all contract documents to include Notice of Award, Notice to Proceed, and the Agreement.

We will review bonds and insurance supplied by the contractor to ensure compliance with the specifications.

3. We will conduct a preconstruction meeting for the project.
4. We will provide construction observation to include density testing of the subgrade, gravel, and pavement.
5. We will provide periodic updates to the owner regarding progress of construction.
6. We will review all pay applications and make recommendations to the owner regarding payment.
7. We will review requests for change orders, if any, and make recommendations to the owner.
8. Once the system is fully complete, we will provide a statement verifying that all construction has been completed in accordance with the plans.

**Fees:**

A breakdown of the fee schedule is as follows:

<b>Contract Phase</b>	<b>Amount</b>	<b>Terms</b>
<u><i>Design Services:</i></u>		
Topographic Survey:	\$ 1,500	Lump Sum
Engineered Plans and Specifications:	\$ 2,000	Lump Sum
Permit Applications:	\$ 250	
<u><i>Contract Administration/Construction Observation (ONLY if owner authorizes these services:</i></u>		
Bidding Phase Services:	\$ 800	Hourly
Contract Administration ( <i>Preconstruction meeting, Contract Documents, Pay Applications, Change Orders, etc.</i> )	\$ 1,000	Hourly
Construction Observation/Materials Testing: <i>(This assumes \$500/trip of the geotechnical subconsultant, plus \$100 for coordination).</i>	\$ 1,600	Per trip
Estimated subtotal for reimbursable expenses:	\$ 100	Reimbursable
<b>Total:</b>	<b>\$ 7,250</b>	

**Schedule:**

We will submit the plans to the local regulatory agencies within 30 days of receiving an authorization to proceed from your office. Bidding phase services will be completed within 21 days after completion of the design drawings. Contract administration and construction observation will be dependent on the contractor's schedule.

**Payment/Invoicing:**

Progress invoices will be sent to the Owner at the end of each month, to the following address:

Whitewater Township

Attn: Ron Popp  
8380 Old M-72  
Williamsburg, MI 49690

Payment will be due within 30 days of the date of the invoice. Any balance due not paid within 30 days will be assessed a finance charge of 1 ½% per month.

### **Out of Scope Work Items**

This Proposal is based on the Scope of Services defined in Exhibit A, work scope and/or drawings provided herein. If circumstances arise which require substantial or numerous changes to the conceptual design outlined in this proposal, including but not limited to unforeseen site conditions, Owner's preferences, and regulatory agency changes in laws, regulations, policies, or ordinances, a Change Order may be required. At such time, the Engineer will notify the Owner of the required changes, meet to discuss additional fees, and prepare the Change Order. The Engineer reserves the right to cease work on the project until an agreement is reached and the agreed upon Change Order is signed by the Owner.

### **No Oral Agreements**

It is expressly understood that all the items, agreements and conditions relating to this proposal are only those expressed in writing herein, and that there are no other representations, undertakings, terms, agreements or conditions of any kind other than those set forth in this proposal. No modification of this proposal shall be valid unless such modification is in writing and signed by all parties to this proposal.

### **Time for Acceptance / Approval**

This proposal must be accepted by the Owner within thirty (30) days from the date hereof. If not accepted within that period, this proposal may be withdrawn at the sole discretion of the Engineer and the proposal considered void. A facsimile copy of this proposal containing Owner's signature shall be binding until the signed acceptance has been received by the Engineer.

### **Limitation of Liability**

In acknowledgement of the relevant risks, benefits and rewards of the project to both the Engineer and the Owner, the parties agree that the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Owner for any and all injuries, losses, damages or claims expenses (including litigation and attorney fees) arising out of this agreement from any cause shall not exceed the total fee paid to the Engineer under this agreement. Such causes shall include, but are not limited to, the Engineer's negligence, errors, omissions, breach of contract, or breach of warranty. Higher limits of liability are available at a greater cost and must be specified prior to the commencement of services.

### **Standard of Performance**

The Engineer will perform its professional services in accordance with the standard of care, skill and diligence normally provided by a competent Engineer in the performance of the services required under this Agreement.

### **Ownership of Documents**

All documents, drawings, and other data collected or generated by the Engineer are the property of the Engineer. Upon full payment of amounts due to the Engineer, the Owner is entitled to copies of suitable drawings and final work products. Such documents furnished to the Owner are not intended or represented to be suitable for reuse by the Owner or others on extensions of the project or any other project. Any unauthorized reuse of documents will be at the Owner's sole risk and without liability or exposure to the Engineer.

All drawings, files, or other data in the form of electronic media generated by the Engineer are instruments of service and the Engineer shall be deemed the author of said data. The Engineer shall retain all common law, statutory law, and other rights, including copyrights. The Owner agrees that electronic media is the property of the Engineer and that no electronic media will be released unless prior written agreement between the Owner and the Engineer is made.

### **Non-Payment Default**

If Owner shall fail to make a payment when due or breaches any agreement in this proposal, Owner will be deemed in default herewith. Owner shall pay all costs incurred by the Engineer for collection, insufficient check funds, enforcement and defense of this proposal including agency and actual attorney fees. The rights, remedies and benefits provided by this proposal shall be cumulative and not exclusive.

### **Disclaimer of consequential damages**

In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use arising from or related to Services provided by Consultant.

### **Reports**

In connection with the performance of the Services, Consultant shall deliver to Client an electronic file containing the written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant. Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant. Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization.

### **Force majeure**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.

**Indemnity**

Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct.

Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct.

Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault

**Dispute resolution**

Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client regarding any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.

**Acceptance**

All work performed, and materials supplied shall be deemed accepted by Owner if not objected to, in writing, within ten (10) days of the completion of the project.

**Cancellation**

If said client decides to discontinue the project for any reason, current work hours shall be calculated and charged at a rate of \$100.00 per hour. A refund of the remaining balance shall be returned within 60 days of cancellation notice. Cancellation should be in written form, mailed, emailed, or faxed.

**Authorization to Proceed:**

We will proceed based on your authorization in the signature block below:

\_\_\_\_\_
Owner

\_\_\_\_\_
Date

Thank you for this opportunity to be of service. We look forward to working with you on this project.

Sincerely,

H. LUZIUS ENGINEERING, L.L.C.

Harry Luzius, P.E.

## MEMO

**To:** Whitewater Township Board  
**From:** Cheryl A. Goss, Clerk  
**Date:** 05/20/2019  
**Re:** **Whitewater Pines Site Condominium – Final Approval with Conditions**

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Applicants Kim and Steve Mangus seek final approval of their Whitewater Pines Site Condominium project, a 28-unit site condominium located in the Agricultural District, Parcel ID #13-003-007-00.

Zoning Administrator Wolf prepared an updated Findings of Fact dated May 20, 2019, detailing Site Plan Requirements, Governmental Agency Review, Standards for Decisions, Summary, and Conditions of Approval.

Based on the Findings of Fact document, as well as the recommendations of Brandon Flynn, Whitewater Township Fire Chief, and other agencies, the following actions are proposed:

### **Request for Variance from Ordinance 32, Private Road Ordinance**

Applicants have requested a variance from the township's Private Road Ordinance, specifically, Sections 3K and 3L.

Section 3K states in part as follows: "A private road serving or intended to serve 13 to 25 lots, parcels, or condominium units shall meet the design standards in Item I. of this section, except that:

1. The right-of-way easement shall be at least 66 feet wide."

Section 3L states, "If more than 25 lots or units have access to a private road, the road shall be reviewed by Whitewater Township to determine if Grand Traverse County road specifications are needed. A second means of access meeting the requirements of this Ordinance (either a public road or an approved private road) shall be provided."

Per the plan set available at the 05/14/2019 township board meeting, the north access drive measures 19.91' in width. As the north access drive continues east, it turns into Chaney Drive, which has a 40' ROW. The south access drive measures 50.13' in width.

In a letter dated April 9, 2019, Whitewater Township Fire Chief Brandon Flynn notified Applicants as follows: "All of the existing drives and cul-de-sac dead-ends are suitable for emergency vehicle access with the exception of the North unimproved access drive from N. Broomhead Road. The Fire Department will require the North access drive to be improved and paved similar to the South drive. These two access drives will be used as a permanent, maintained entrance/exit into the development. The Fire Department will also require street name signs to be installed prior to the construction of any structure. This second drive will expedite fire department operations in the event of an emergency. In a letter dated June 4, 2018, the fire department exempted the development owners from installing a subgrade water cistern for firefighting use. The water used to fight a fire in this development will come from a

hydrant located on Old M-72 near Mill Creek Elementary School. Upgrading the North approach will be in the best interest of all parties involved.”

In a followup letter dated May 20, 2019, Whitewater Township Fire Chief Brandon Flynn provided clarification to the Zoning Administrator as follows: “Currently the North access drive is constructed of gravel at a width of approximately 20' extending from the paved hammerhead west to N. Broomhead Rd (unimproved). The Fire Chief is requiring this section to be improved and paved to be used as a permanent, maintained entrance into the development as stated. Improving this section will require the owners to widen the access drive and approach to match the existing 40' R/W on Chaney Drive and pave to support fire apparatus.”

**ACTION ITEM: Motion to grant Applicants Kim and Steven Mangus a variance from Sections 3K and 3L of the Private Road Ordinance in order to allow a 50' ROW for the south access drive off Broomhead Road and a 40' ROW for the north access drive off Broomhead Road, subject to the Whitewater Township Fire Department’s requirement that the north access drive be paved to support fire apparatus.**

---

#### **Approval of Road Names**

Applicants Steve and Kim Mangus were provided with early Whitewater Township settlers’ names and thereafter contacted the Grand Traverse County Equalization office in January 2019 to determine the suitability of those names for the Whitewater Pines Site Condominium development. On 02/11/2019, they received confirmation from Equalization that Hamilton Ridge Drive, Chaney Drive, Seeley Drive, and Carpenter Court “are unique and available in the county.”

The plan set available at the 05/14/2019 township board meeting depicts the above-listed road names with the exception of Carpenter Court, which will be assigned to the cul-de-sac entitled “Unnamed Court” in the northeast corner of the development.

**ACTION ITEM: Motion to approve Hamilton Ridge Drive, Chaney Drive, Seeley Drive, and Carpenter Court as road names in the Whitewater Pines Site Condominium development.**

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#### **Final Approval with Conditions**

Per Zoning Administrator Wolf, the Whitewater Pines Site Condominium development is at a stage where final approval can be given by the township board. However, there are still a number of tasks for the developer to attend to and documents which must be provided before lots can be sold. These requirements have been set forth under the heading Conditions of Approval in the Zoning Administrator’s Findings of Fact document dated May 20, 2019.

**ACTION ITEM: Motion to give final approval to the Whitewater Pines Site Condominium development conditioned upon Applicants Kim and Steven Mangus complying with all of the conditions enumerated in the Zoning Administrator's Conditions of Approval dated May 20, 2019, and further conditioned upon the Zoning Administrator and/or Township Attorney's review and acceptance of the final signed, sealed, and dated plan set, master deed, bylaws, and restrictive covenants.**

###

## Findings of Fact: Whitewater Pines

Prepared for: Whitewater Township Board of Trustees  
By: Zoning Administrator, Lindsey Wolf  
Updated: May 20, 2019

28 Unit Site Condominium

Parcel ID# 13-003-007-00

Zoned: Agricultural

Preliminary approval: June 26, 2018

Subject to site plan review standards and the requirements of the Condominium Act 59 of 1978

Per the preliminary approval - all plans and associated documents **MUST** indicate Whitewater Pines; nothing will be accepted with the name of Hidden Pines. Hidden Pines has expired and is no longer valid. A letter of intent to establish a 28 unit site condominium project completed July 12, 2018 per 559.171.  
Requesting final approval.

History of most recent site condominium review and approval of Williamsburg Estates – it went through the site plan approval process in 2008. I have compared my predecessor's checklists and compiled a detailed findings of fact:

### Site Plan Requirements:

A site plan review is required for all site condominiums per Article 25.11A(5). The following items are required to be on the site plan(s) which are incomplete at this time:

#### 25.11 F. Required Information (1)a-o

Each submittal for site plan review **shall** contain all the information required in this Ordinance including the following:

- i. Project description including the total number of units: Application states there are 33 units, site plans show 28 units. **Originally paid for 33 units (\$25 per unit + \$500 fee = \$1325) – based on 28 units the applicant is entitled to a \$125 refund (\$25 per unit, +500 fee = \$1200).**
- j. A vicinity map drawn at a scale of 1"=2000' with the north point indicated. Shows location map –but does not have a scale (see cover sheet).
- l. Land uses, zoning classification of adjoining parcels within 300 feet of the site

#### 25.11 F. Required Information (2) a-z

Each site plan **shall** depict the following:

- b. Existing topographic elevations at two foot intervals, proposed grades and direction of drainage flows.
- i. Details of entryway and sign locations (if any)
- p. Location and specifications of any signage, with elevations and cross sections.
- z. Seal of the registered engineer, architect, landscape architect, surveyor, or planner who prepared the plan (also required by the Condominium Act 559.166).

#### For Compliance with Condominium Act 59 of 1978 the following site plan criteria also need to be met:

Sec. 66 (1) The condominium subdivision plan for each condominium project shall be prepared by an architect, land surveyor, or engineer licensed to practice and **shall bear the signature and seal** of such architect, land surveyor, or engineer.

**Governmental Agency Review: Project Impact Health, Safety, and Welfare**

25.10 The Zoning Administrator shall also seek the recommendation of the Fire Chief, Road Commission, Drain Commission, Health Department and MDEQ, where applicable.

**Fire Chief:**

Fire Chief, Brandon Flynn: June 4, 2018

Project will not require an underground storage tank for fire suppression.

Fire Chief, Brandon Flynn: April 9, 2019

Provided a letter that completes Fire Department Plan Review per Section 28.14 (Condominium Regulations) access by emergency equipment. See associated approval and restriction letters (second access, signage).

Fire Chief, Brandon Flynn: May 20, 2019

Provided a letter clarifying his specific requirements for the second access drive.

**Road Commission:**

Road Commission Permit Agent, Todd Bentley: December 3, 2018

The entrance will not require the additional ROW, and per their records will not need a permit unless the applicant plans on upgrading the existing approach or adding a second one. See associated approval and restriction letter.

**Drain Commissioner:**

Drain Commissioner, Steve Largent: Email Correspondence November 8, 2018

Email Correspondence November 21, 2018

Stated in email that board members have concern on water runoff from the development and are asking for an engineer report. See associated Drain Commissioner correspondence.

Matthew Dontz, Surveyor

**Health Department:**

RS Environmental Coordinator, Mike Kolbusz: February 20, 2019

Health Department review: Not served by public water and sewer requires submission of plans to department of public health 559.171a. See associated approval and restriction letter.

**Soil Erosion:**

Sanitarian, Fred Morse : March 28, 2019

See associated approval email.

**Equalization:**

Road names approved by Grand Traverse County Equalization, Joshua Green, GIS Technician February 11, 2019:

Hamilton Ridge Drive, Chaney Drive, Seeley Drive, Carpenter Court

See associated approval email.

**Additional Requirements:**

- Subject to Whitewater Township Private Road Ordinance No. 32
- Approval of private road names
- Recording of a Master Deed and Restrictive Covenants

**25.12 Standards for Decisions:**

Each site plan shall conform to all provisions of the Zoning Ordinance and the standards listed (unless variances have been granted).

- A. All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of the lot or unit, the character of adjoining property and the type and size of buildings. The site shall be so developed as not to impede the normal and orderly development or improvement of the surrounding property for uses permitted in this Ordinance.**

*I find this to be true.*

- B. The landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal, and by topographic modifications which result in maximum harmony with adjacent areas and will not adversely affect adjacent properties.**

*Applicant states that the existing pines on the property will be retained and any tree removal going forward will be determined by the individual property owners. As zoning administrator I did a field visit and was impressed by the landscape's natural state. Any land use permit will be subject to review by soil erosion before a permit will be issued.*

- C. Special attention shall be given to proper site drainage so that removal of storm waters will not adversely affect neighboring properties.**

*Drain Commissioners biggest concern is "it appears that the stormwater outlet will allow storm flow to outlet on neighboring property during large storm events which isn't legal. One property owner cannot run their stormwater onto property they don't own without a drain easement." Surveyor provided calculations/letter that runoff will not be an issue submitted 5/14/2019.*

- D. The site plan shall provide reasonable visual and sound privacy for all dwelling units located therein. Fences, walks, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and for the privacy of its occupants.**

*If fences are allowed in the development the individuals owners will be responsible for applying for a land use permit. As stated, tree removal will be the responsibility of the individual owner.*

- E. All buildings or groups of buildings shall be so arranged as to permit emergency vehicle access by some practical means by all sides.**

*No buildings are shown on the site plan. Streets are designed to meet criteria for emergency vehicle (see Fire Chief review).*

- F. Every structure or dwelling shall have access to a public street, walkway or other area dedicated to common use.**

*A permanent easement is required and must be recorded in the Master Deed to provide access to lots 10 and 11. Unit 9 will become a corner lot and will be subject to the setbacks of a corner lot (2 fronts and 2 sides).*

*Will there be signage to direct units to the common areas? There are units that do not boarder the 20' walking path – helpful to deter individuals from cutting through their neighbor's property. Also, to protect those units that borders the path from possible trespassers in their backyards.*

- G. There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.**

*I believe this is accomplished through the common walking path.*

- H. All loading and unloading areas and outside storage areas, including areas for storage of trash, which face or are visible from residential districts or public thoroughfares, shall be screened...**

*N/A*

- I. Exterior lighting shall be designed and installed to conform with the standards required in Article 29.00, Exterior Lighting Regulations.**

*Will there be street lights in this development?*

- J. All signs and advertising features shall be designed and installed to conform with the standards are requirements of Article 30.00, Sign Regulations.**

*Will there be an entry sign to the development? Way-finding signage?*

- K. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian or bicycle pathways in the area. Streets and drives which are part of an existing planned street pattern which serves adjacent development shall be of a width appropriate to the traffic volume they will carry and shall have a dedicated right-of-way equal to that specified in the Comprehensive Master Plan.**

*I find this to be true. Streets were already installed prior to applicant purchasing property.*

- L. All streets including streets in condominium developments shall be developed in accordance with the Subdivision Control Ordinance and County Road Commission or Township Private Road Standard specifications.**

*Names of all private roads shall be approved by the Whitewater Township Board No. 32 3(C).*

*Per the private road ordinance No. 32 (L) if more than 25 lots have access to a private road (28 lots), a second means of access meeting the requirements of this Ordinance (either a public road or a private road) shall be approved. If a second approach is created a permit is required with the road commission. The fire chief has requested that this second access be paved. The applicant states that Roads were built previously for another project.*

*Private Road Ordinance requires a 66' No. 32 (K) ROW for the entrance off of Broomhead serving 13-25 units. Site plan indicates a 50' ROW for the southern entrance serving 28 units. The northern entrance is 19'. The Township Board has the authority to grant/deny a variance from this requirement.*

*Was anything ever filed/determined by an engineer that the private roads have been built to standards?*

*Unnamed court – will be named Carpenter Court? The easement to units 10 and 11 will be an extension of Hamilton Ridge per email correspondence with equalization and conversation with the applicant.*

- M. Site plans shall conform to all applicable requirements of state and federal statues and approval may be conditioned on the applicant receiving necessary state and federal permits before final site plan approval or an occupancy permit is granted.**

*See associated agency letters. Construction may not commence until all necessary approvals/permits are obtained from Grand Traverse County, or any other agency involved.*

- N. All land use developments shall be consistent with and promote the intent and purpose of this ordinance and shall not be contrary to public health, safety, and welfare.**

*Applicants Surveyor provided a letter that runoff will not be an issue -submitted 5/14/2019.*

- O. All land uses and developments shall conform with the applicable goals, policies and objectives in the Township Master Plan.**

*I find this development to be consistent with the Master Plan. Survey data used in 2009 to guide the current Master Plan indicates that 45.9% of respondents indicated that they would prefer for the Township to plan for growth and development; 42.9% of respondents would like to see residential growth and development opportunities. Full-time residents were supportive of more affordable single family homes. A goal of the plan is to encourage land uses that are compatible with adjacent land uses. Also, families with children would help boost attendance at Mill Creek Elementary.*

- P. Standards for Groundwater Protection:**

1. The project and related improvements shall be designed to protect the natural environment.
2. Stormwater management and drainage facilities shall be designed to retain the natural retention and storage capacity of any wetland, water body or watercourse and shall not increase flooding or potential for pollution of surface or groundwater on-site or off-site.

3-6 N/A

- Q. Standards for Aboveground Storage and Use Areas for Hazardous Substances and Polluting Materials:**

1-4 N/A

- R. Standards for Underground Storage Tanks when Permitted:**

1-3 N/A

**Summary:**

This development is consistent with the goals and objectives in the Whitewater Township Master Plan. Once the missing criteria have been addressed it will be consistent with the regulations in the Whitewater Township Zoning Ordinance and the Condominium Act. Hopefully it will attract new residents to the area – stimulate the Mill Creek School attendance rate which is a concern.

**Conditions of Final Approval:**

- Township Board approval of private road variances: No. 32 3(K)(L)
- Approval of road names by Township Board: Carpenter Court, Seeley Drive, Chaney Drive, Hamilton Ridge
- Submission of as-built site plans to the Planning & Zoning Department include the addition of:
  - Scale vicinity map
  - District specifications for the surrounding properties
  - Addition of water and drainage flows
  - Northern entrance modification to ROW per Fire Chief's review
  - Plans must be signed and sealed by Matthew Dontz, Professional Surveyor
- Final approval and construction may not commence until all necessary approvals/permits are obtained from Grand Traverse County, or any other agency involved.
  - Signage installed prior to issuance of a permit for a dwelling – per Fire Chief's review
  - The Fire Chief has required that this second northern access be paved. Will need to consult Road Commission for permit requirements for the 2<sup>nd</sup> access.

- Submission of final plans/documents and approval by Grand Traverse County Road Commission, Health Department, and any other applicable agency (ex: Drain Commissioner, Soil Erosion)
- Filing and adoption of private road names with Grand Traverse County
- Provide copy of the “as built” survey/plans and master deed/restrictive covenants (prior to recording) to be reviewed by the Zoning Administrator and Township Attorney to ensure the adequacy of the master deed, restrictions, subdivision layout and design for compliance with Ordinances per Section 25.17 and the condominium act (as requested by Township Attorney- see letter).
  - Reimbursement of any fees associated with the project that Whitewater Township occurs. Fees must be established by the Township Board.
- Prior to recording the Master Deed the Treasurer shall certify that taxes and special assessments (if any) are paid in full.

***Master Deed and Bylaws per the Condominium Act 59 of 1978:***

Sale of unit prohibited before master deed is recorded 559.172. A master deed shall not be recorded without a certification by the treasurer collecting property taxes and special assessments that all property taxes and current installments of special assessments which became a lien on the property involved in the project are paid in full 559.173.

- Once the Master Deed and associated documents are approved by the applicable governing agencies a recorded copy must be provided to the Township Assessor & Zoning Department.
- Language to include in the Master Deed:
  - Master deed should contain language to ensure proper maintenance is done for the approved stormwater detention system 25.12(c).
  - Master Deed must contain language to create a permanent easement to units 10 and 11 – all units must have proper access to a street 25.12(f).
- If Master Deed documents are not recorded and provided to the Township and construction has failed to commence within 365 days the approval shall be considered null and void. An appeal to the Planning Commission will be required.
- Any future amendments are subject to review – and must be recorded as an amendment to the Master Deed (six years to amend).



## WHITEWATER TOWNSHIP FIRE DEPARTMENT

8380 OLD M-72 • WILLIAMSBURG, MICHIGAN 49690 • PO BOX 9 • 231.267.5969 • FIRECHIEF@WHITEWATER-TOWNSHIP.ORG

June 4, 2018

Whitewater Township  
Zoning Administrator  
P.O. Box 159  
Williamsburg, MI 49690

Dear Mr. Habedank,

In regards to the condominium development located on N. Broomhead Rd., the Whitewater Township Fire Department will not require a subgrade water storage tank for the purpose of firefighting as requested by a previous township board.

We have found that the once popular firefighting cisterns have a cost/maintenance issue that far outweighs the benefit provided to the fire department in the event of a structure fire. Furthermore, a municipal water supply has been installed on Old M72 approximately .8 miles north of the proposed development which would be utilized regardless of the existence of a cistern.

Sincerely,

A handwritten signature in cursive script that reads "Brandon Flynn".

Brandon Flynn  
Fire Chief

cc: Mr. & Mrs. Mangus



Committed to proudly serving the community with professionalism and integrity.

## Zoning Administrator

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**From:** Brandon Flynn <firechief@whitewatertownship.org>  
**Sent:** Thursday, April 04, 2019 4:37 PM  
**To:** skmangus@ymail.com  
**Cc:** Zoning Administrator  
**Subject:** Whitewater Pines

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Kim,

I will be issuing a letter next week advising you and the Township that I will be requiring the second access drive at Whitewater Pines to be upgraded and paved.

I did speak with the road commission and they will allow this approach to be upgraded in its current location as long as a permit is obtained and the private road standards are followed. This second drive also falls in line with the townships private drive ordinance.

Thank you,



Brandon Flynn | Fire Chief  
Whitewater Township Fire Department  
8380 Old M 72 | PO Box 9  
Williamsburg, Michigan 49690  
p. 231.267.5969 | c. 810.217.2718 | e. [firechief@whitewatertownship.org](mailto:firechief@whitewatertownship.org)



# WHITEWATER TOWNSHIP FIRE DEPARTMENT

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8380 OLD M-72 ♦ PO BOX 9 ♦ WILLIAMSBURG, MICHIGAN 49690 ♦ 231.267.5969 ♦ FIRECHIEF@WHITEWATERTOWNSHIP.ORG

April 9, 2019

Steve & Kim Mangus  
P.O. Box 84  
Williamsburg, MI 49690

RE: Whitewater Pines Development

A site plan review has been completed by the Whitewater Township Fire Department for the Whitewater Pines development. All of the existing drives and cul-de-sac dead-ends are suitable for emergency vehicle access with the exception of the North unimproved access drive from N. Broomhead Rd.

The Fire Department will require the North access drive to be improved and paved similar to the South drive. These two access drives will be used as a permanent, maintained entrance/exit into the development.

The Fire Department will also require street name signs to be installed prior to the construction of any structure.

This second drive will expedite fire department operations in the event of an emergency. In a letter dated June 4, 2018, the fire department exempted the development owners from installing a subgrade water cistern for firefighting use. The water used to fight a fire in this development will come from a hydrant located on Old M-72 near Mill Creek Elementary School. Upgrading the North approach will be in the best interest of all parties involved.

This letter will serve as the completion of the Fire Department Plan Review.

Sincerely,

*Brandon G. Flynn*

Brandon Flynn  
Fire Chief

cc. Whitewater Township Zoning



Committed to proudly serving the community with professionalism and integrity.



# WHITEWATER TOWNSHIP FIRE DEPARTMENT

8380 OLD M-72 ♦ PO BOX 9 ♦ WILLIAMSBURG, MICHIGAN 49690 ♦ 231.267.5969 ♦ FIRECHIEF@WHITEWATERTOWNSHIP.ORG

May 20, 2019

Whitewater Township  
Zoning Administrator  
P.O. Box 159  
Williamsburg, MI 49690

RE: Whitewater Pines Development

Below is the clarification to the requirements of the Whitewater Township Fire Department for the North access drive as stated below in a letter dated April 9, 2019.

*The Fire Department will require the North access drive to be improved and paved similar to the South drive. These two access drives will be used as a permanent, maintained entrance/exit into the development.*

Currently the North access drive is constructed of gravel at a width of approximately 20' extending from the paved hammerhead West to N. Broomhead Rd. (unimproved). The Fire Chief is requiring this section to be improved and paved to be used as a permanent, maintained entrance into the development as stated. Improving this section will require the owners to widen the access drive and approach to match the existing 40' R/W on Chaney Drive and pave to support fire apparatus.

This decision to require the improved second entrance/exit is based primarily on public safety and the ability to effectively respond to a structure fire in this development.

Regards,

*Brandon G. Flynn*

Brandon Flynn  
Fire Chief



Committed to proudly serving the community with professionalism and integrity.



## Zoning Administrator

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**From:** S and K <skmangus@ymail.com>  
**Sent:** Monday, December 03, 2018 2:05 PM  
**To:** Christopher Weinzapfel; Zoning Administrator  
**Subject:** Fw: Hidden Pines

Chris, I received this today from the Grand Traverse County Road Commission. Everything looks good from their end. Of course we will provide them with the Condo Master Deed at the appropriate time.

If you have any questions please feel free to call anytime. (231) 883-3318

Thanks, Steve Mangus

----- Forwarded Message -----

**From:** Todd J Bentley <[TBentley@gtcrc.org](mailto:TBentley@gtcrc.org)>  
**To:** [skmangus@ymail.com](mailto:skmangus@ymail.com) <[skmangus@ymail.com](mailto:skmangus@ymail.com)>  
**Sent:** Monday, December 3, 2018 01:35:05 PM EST  
**Subject:** RE: Hidden Pines

Good afternoon Steve, I just spoke with Steve bye at my office and he informed me that you were looking for something in writing for the property on Broomhead rd. GTCRC is ok with you moving forward. We will not require the additional ROW, and per our records you will not need a permit unless you plan on upgrading the existing approach or adding a second one. If you have any more questions please feel free to contact me anytime.

Todd Bentley, Permit Agent

Grand Traverse County Road Commission

1881 LaFrainer Road

Traverse City, MI 49696

Phone: 231-922-4848 Ext: 213

Fax: 231-929-1836

Find Us On Facebook!

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**From:** Todd J Bentley  
**Sent:** Thursday, June 07, 2018 9:10 AM  
**To:** [skmangus@ymail.com](mailto:skmangus@ymail.com)  
**Cc:** Ron Rohloff <[RRohloff@gtcrc.org](mailto:RRohloff@gtcrc.org)>  
**Subject:** Hidden Pines

Good Morning Steve, After review of the documents from the previous correspondence on this permit the road commission has a few request/notes.

- GTCRC request the condo master deed.
- Have you or any of the previous owners released the 50' additional right-of-way?
- The current approach is excepted and will not need any permit unless you plan on upgrading the approach.
- If you plan on installing the second approach you will be required to apply for a permit with road commission.

If you have any further questions please feel free to contact me. Thank you!

## **Todd Bentley**

Permit Agent

Grand Traverse County Road Commission

1881 Lafranier Road

Traverse City, MI 49696

231-922-4848 (Office)

231-929-1836 (Fax)

[www.gtcrc.org](http://www.gtcrc.org)

Find us on Facebook!



## Zoning Administrator

---

**From:** Zoning Administrator <zoning@whitewatertownship.org>  
**Sent:** Thursday, June 07, 2018 11:44 AM  
**To:** Mangus, Kim  
**Subject:** Drain Commissioner - Steve Largent

June 7, 2018

Kim:

Steve returned my call this morning and apparently he was not aware that you had increased the number of units from 21 to 28 and he has requested that a new drawing be provided to his office. Please contact Steve (922-4807) as soon as possible so that we can move this along.....Denny

Dennis L. Habedank, Zoning Administrator  
Whitewater Township  
P.O. Box 159 – 5777 Vinton Road  
Williamsburg MI 49690  
(231) 267-5141 Ext 21  
(231) 267-9020 (Fax)  
(231) 590-6890 (Cell)  
[zoning@whitewatertownship.org](mailto:zoning@whitewatertownship.org)  
Monday – Thursday from 8:00 AM – 4:00 PM

### CONFIDENTIALITY NOTICE:

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Christopher Weinzapfel <miltonzoning@gmail.com>

---

**FW: White Pines Site Condo**

1 message

---

**Zoning Administrator** <zoning@whitewatertownship.org>  
To: Christopher Weinzapfel <miltonzoning@gmail.com>

Wed, Nov 14, 2018 at 2:37 PM

**From:** Steve Largent [mailto:slargent@grandtraverse.org]  
**Sent:** Thursday, November 08, 2018 4:39 PM  
**To:** Zoning Administrator  
**Subject:** Re: White Pines Site Condo

Hi Chris- Sorry for the delay in my response. I actually gave my verbal approval to Denny. Though I did not have an engineer run the calculations that the Mangus's provided, after review of the plans I'm ok with what they're proposing as long as it hasn't changed since August. My biggest concern is it appears that the stormwater outlet will allow storm flow to outlet on neighboring property during large storm events which isn't legal. One property owner cannot run their stormwater onto property they don't own without a drain easement. This would have most likely also occurred given the original design that was approved by the previous Drain Commissioners. Except for that concern I'm ok with the proposed increase in the number of lots as long as nothing has changed since August. Let me know if you have any other questions. Take care - S.

On Thu, Nov 8, 2018 at 4:02 PM Zoning Administrator <zoning@whitewatertownship.org> wrote:

Steve

I have taken over as interim Zoning Administrator for Whitewater Township due to the passing of Dennis Hadedank. I have been communicating with Kim Mangus on the development of White Pines Site Condo. I am unable to find final approval and documentation from you on their development.

It is my understanding it may have been sent already but I have not come across it, could you please forward a copy to me.

Thank you for your help.

Sincerely,

Christopher Weinzapfel  
Interim Zoning Administrator  
Whitewater Township  
5777 Vinton Rd; P.O. Box 159

Williamsburg, MI 49690

(231) 267-5141 x21

(231) 267-9020 (fax)

(231) 264-6697 (Milton Twp Office)

[zoning@whitewatertownship.org](mailto:zoning@whitewatertownship.org)

--

Steve Largent, Drain Commissioner

Grand Traverse County

2650 LaFranier Road  
Traverse City, Michigan 49686  
231-922-4807 (O)

231-409-9314 (C)

[slargent@grandtraverse.org](mailto:slargent@grandtraverse.org)

[www.grandtraverse.org](http://www.grandtraverse.org)

## Zoning Administrator

---

**From:** Steve Largent <slargent@grandtraverse.org>  
**Sent:** Monday, November 26, 2018 2:19 PM  
**To:** Zoning Administrator  
**Subject:** Re: Read: RE: White Pines Site Condo

Chris - I looked for any original documentation for this project regarding what the previous drain commissioner based his approval on and have not found anything. I can check to see what the cost would be to have a 3rd party engineer look over the plans as presented. Does the Township have an engineer that you work with?

Hope you had a good Thanksgiving weekend. S.

On Wed, Nov 21, 2018 at 2:21 PM Zoning Administrator <[zoning@whitewatertownship.org](mailto:zoning@whitewatertownship.org)> wrote:

Steve

The Township board members have the same concern on water runoff from the development and are asking for an Engineer report. Who has that done and what may the time frame be?

---

**From:** Steve Largent [<mailto:slargent@grandtraverse.org>]  
**Sent:** Monday, November 19, 2018 5:26 PM  
**To:** [zoning@whitewatertownship.org](mailto:zoning@whitewatertownship.org)  
**Subject:** Read: RE: White Pines Site Condo

Your message

To: Steve Largent

Subject: RE: White Pines Site Condo

Sent: 11/12/18, 2:15:57 PM EST

was read on 11/19/18, 5:25:34 PM EST

--

Steve Largent, Drain Commissioner  
Grand Traverse County  
2650 LaFranier Road  
Traverse City, Michigan 49686  
231-922-4807 (O)  
231-409-9314 (C)  
[slargent@grandtraverse.org](mailto:slargent@grandtraverse.org)  
[www.grandtraverse.org](http://www.grandtraverse.org)

# GRAND TRAVERSE COUNTY HEALTH DEPARTMENT



COMMUNITY HEALTH  
2600 LaFranier Road, Suite A  
Traverse City, MI 49686  
231-995-6111

ENVIRONMENTAL HEALTH  
2650 LaFranier Road  
Traverse City, MI 49686  
231-995-6051

ADMINISTRATION &  
MEDICAL EXAMINER  
2600 LaFranier Road, Suite A  
Traverse City, MI 49686  
231-995-6100

EMERGENCY MANAGEMENT &  
PUBLIC HEALTH PREPAREDNESS  
2600 LaFranier Road, Suite A  
Traverse City, MI 49686  
231-995-6100

[www.gtchd.org](http://www.gtchd.org)

February 20, 2019

Steve & Kim Mangus, Developers  
PO Box 84  
Williamsburg, MI 49690



RE: Preliminary plan for "Whitewater Pines" a subdivision located in Section 03, T 27N, R09W of Whitewater Township, Grand Traverse County, Michigan.

This letter concerns preliminary approval for the above named subdivision which has been reviewed in accordance with Section 71a of Act 59, Public Acts of 1978. On-site evaluations of the property were made by the Grand Traverse Environmental Health Department on September 14<sup>th</sup> and additionally on November 28<sup>th</sup>. This approval is conditioned on the restrictions and conditions contained in this correspondence.

As submitted, this condominium subdivision development consists of twenty eight (28) single family lots, on 40.26 acres of land. The minimum unit size is 40,114 square feet. The distance to the nearest public water system and sewer system is five plus miles. It is confirmed that these public systems will not be available to service this development in the foreseeable future. Individual units will be entirely serviced by individual on-site sewage treatment and water supply.

The soils survey submitted to Grand Traverse County has been reviewed and confirmed as to the accuracy by this Department. Some of the test pit logs indicate the pits were only 4'-5' deep. However, in each lot a test hole was dug to at least 6' in depth and verified by this Department. The typical soil conditions encountered were sandy loam, sandy clay, clay, loamy sand, fine and medium sand and sand(s) with gravel. For preparation of a wastewater dispersal area some cutting, leveling and upper clay and loamy soil removal will be needed as varying conditions are encountered.

The developer has provided an assessment of the suitability of proposed on-site water supplies. A test well was drilled on unit sixteen (16) of the proposed development. According to the well log submitted to this Department, the well was completed to a depth of 148 feet. Water samples collected from this well have confirmed the chemical and bacteriological suitability of water withdrawn from the aquifer. Our review of this assessment confirms that an adequate quantity and quality of water and onsite disposal is acceptable to serve this development and is subject to the restrictions required below.

1. No units shall be used for other than single-family or two-family residential use; provided however, that only single-family homes shall be permitted on a unit unless and until any of the following occurs with respect to such unit:
  - a. Such unit is served by sanitary sewer; or
  - b. Such unit is served by other available means that will allow increased density; or
  - c. The Grand Traverse county Health Department issues a permit authorizing construction of a two-family residential home on such unit.
2. No sewage dispersal system for a two-family unit owned by more than one entity shall be constructed or modified unless a Michigan Department of Environmental Quality Part 41 public sewer system permit is obtained for such unit.
3. Permits for the installation of wells and sewage disposal systems shall be obtained from the Grand Traverse County Health Department prior to any construction within the above named site condominium.
4. Some units will require leveling or over excavation of drain field areas to underlying well-drained soils. This requirement will be specified when a permit to install a sewage disposal system is requested. Some units may require a backhoe test when precise location of on-site disposal field is determined. This will be either at the owner(s) or purchaser(s) expense.
5. All dwellings shall be served by a potable water supply system. All wells serving the individual units shall be drilled by a well driller who is licensed in the State of Michigan and to minimum depth of 148 feet or greater as may be necessary to obtain a minimum of 50 feet submergence below the static water table. A completed well log form for each such potable well shall be submitted to this Department within sixty (60) days following completion. Additionally, each well shall be tested for complete partial chemical and bacteriological analysis and satisfactory results shall be documented prior to usage.
6. For single family lots a minimum isolation distance of fifty (50) feet shall be maintained between wells and sewage disposal systems (tank(s), dispersal field(s) and sewer piping) on all units of this development. Wells and sewage disposal systems shall be isolated fifty (50) feet from storm water retention basins.
7. For lots developed with multi-family dwellings a Type III well will be required therefore; a minimum isolation distance of seventy five (75) feet shall be maintained between wells and sewage disposal systems (tank(s), dispersal field(s) and sewer piping) on all units of this development. Additionally, wells and sewage disposal systems shall be isolated seventy five (75) feet from storm water retention basins.

The above restrictions must run in perpetuity and may only be waived by this Department. A copy of the proposed master deed, incorporating the above restrictions must be submitted to this Department for review and approval as to form and content prior to recording. Upon recording of the approved master deed, final approval can then be granted by this Department.

If you have further questions concerning this matter, please do not hesitate to contact this office at (231)-995-6057.

Sincerely,



Mike Kolbusz, RS Environmental Coordinator



Fred Morse, Sanitarian

Cc: Dave Cotton, P.E. MDEQ  
Supervisor Ron Popp, Whitewater Township

**WATER WELL AND PUMP RECORD**

Completion is required under authority of Part 127 Act 368 PA 1978  
Failure to comply is a misdemeanor

PERMIT NO:

**31952**

TAX NO:  
**28-13-003-007-00**

1. LOCATION OF WELL

County **GRAND TRAVERSE**

Township Name **WHITEWATER**

Fraction **SW 1/4 NE 1/4**

Section No. **3**

Town No. **27N**

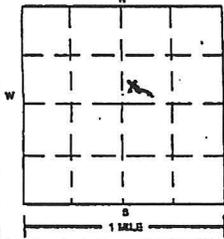
Range No. **9W**

Distance and Direction from Road Intersection

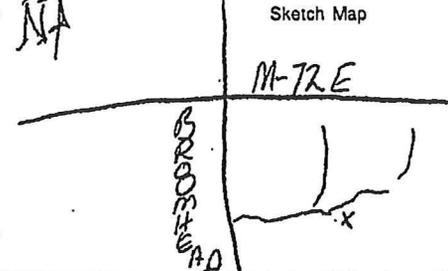
**TEST WELL HIDDEN PINES SITE CONDO.**

Street Address & City of Well Location

Locate with 'x' in Section Below



Sketch Map



2. FORMATION DESCRIPTION

	THICKNESS OF STRATUM	DEPTH TO BOTTOM OF STRATUM
Sand/Clay	12	12
Clay/Gravel	16	28
Clay	13	41
Sand	21	62
Clay	5	67
Sand	24	91
Sand/Clay	10	101
Hard Clay	22	123
Sandy Gravel, Clay Streaks	12	135
Gravel/Sand	13	148

3. OWNER OF WELL **HIDDEN PINES LLC**  
Address **990 GARFIELD WOOD DR. TRAVERSE CITY**

Address Same as Well Location  Yes  No

4. WELL DEPTH: **148** ft. Date Completed **2/25/05**  New Well  Replacement Well

5.  Cable Tool  Rotary  Driven  Dug  
 Hollow Rod  Auger/Bored  Jetted

6. USE:  Household  Type I Public  Type III Public  
 Irrigation  Type IIa Public  Heat Pump  
 Test Well  Type IIb Public

7. CASING:  Steel  Threaded  Plastic  Welded  
 Other \_\_\_\_\_ Height: Above/Below Surface: **1** ft

Diameter: **5** in. to **140** ft. depth **SDR 21** lbs./ft.  
\_\_\_\_\_ in. to \_\_\_\_\_ ft. depth

BORE HOLE: Diameter: **8** in. to **148** ft. depth  
\_\_\_\_\_ in. to \_\_\_\_\_ ft. depth  Drive Shoe  Shale Packer

8. SCREEN:  Not Installed  Gravel-Packed  
Type **us filter wop** Diameter **4"**  
Slot/Gauge **1015** Length: **8ft**  
Set Between **140** ft. and **148** ft.

FITTINGS:  K-Packer  Bremer Check  
 Blank Above Screen **2** ft. Other \_\_\_\_\_

9. STATIC WATER LEVEL: **52** ft. Below Land Surface  Flowing

10. PUMPING LEVEL: Below Land Surface  
**60.25** ft. After **4** hrs. Pumping at **30** G.P.M.  
 Plunger  Bailor  Air  Test Pump

11. WELL HEAD COMPLETION:  Pitless Adapter  12" Above Grade  
 Basement Offset  Well House

12. WELL GROUTED?  No  Yes From **0** to **130** ft.  
 Neat Cement  Bentonite  Other **Benseal**  
No. of Bags **8** Additives **EZ mud**

13. NEAREST SOURCE OF POSSIBLE CONTAMINATION:  
Type **Septic** Distance **100ft+** ft. Direction **W**  
Type \_\_\_\_\_ Distance \_\_\_\_\_ ft. Direction \_\_\_\_\_

15. ABANDONED WELL PLUGGED?  Yes  No  
Casing Diameter \_\_\_\_\_ in. Depth \_\_\_\_\_ ft.  
PLUGGING MATERIAL:  Neat Cement  Bentonite Slurry  
 Cement/Bentonite Slurry  Concrete Grout  Bentonite Chips  
No. of Bags \_\_\_\_\_ Casing Removed?  Yes  No

16. REMARKS: (Elevation, Source of Data, etc.)  
**Partial Chem, Arsenic, Bacteria test ran.**

17. DRILLING MACHINE OPERATOR:  
 Employee  Subcontractor  
Name **Bob Miller**

14. PUMP:  Not Installed  Pump Installation Only  
Manufacturer's Name **Jacuzzi**  
Model Number **TJ541814XV52** HP **1** Volts **230**  
Length of Drop Pipe **80** ft. Capacity **20** G.P.M.  
TYPE:  Submersible  Jet  Other \_\_\_\_\_  
PRESSURE TANK:  
Manufacturer's Name \_\_\_\_\_ Capacity \_\_\_\_\_ Gallons

18. WATER WELL CONTRACTOR'S CERTIFICATION:  
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.  
**Cluff Well Drilling Co.** **28-1244**  
REGISTERED BUSINESS NAME REGISTRATION NO.  
Address **6410 Center Rd. Traverse City, Mi. 49686**  
Signed **Mark Killian** Date **3-1-05**  
AUTHORIZED REPRESENTATIVE

RECEIVED  
APR 07 2005  
GRAND TRAVERSE COUNTY





MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
DRINKING WATER AND MUNICIPAL ASSISTANCE DIVISION

**SUBDIVISION AND CONDOMINIUM SITE REPORT**

This information is required under authority of 1978 PA 368, 1978 PA 59, and 1967 PA 288.  
Review cannot be completed without providing this information.

1. SUB CONDO <input type="checkbox"/> <input checked="" type="checkbox"/>	2. NAME OF PROPOSED SUB/CONDO <u>Whitewater Pines</u>	3. COUNTY <u>Grand Traverse</u>	4. SECTION & TOWNSHIP <u>Sec 3, T27N, R09W</u>
5. PROPRIETOR <u>Steve &amp; Kim Mangos</u>		6. ADDRESS <u>P.O. Box 84 Williamsburg, MI 49690</u>	
7. INTENDED USE: Single Family <input checked="" type="checkbox"/> Two Family <input checked="" type="checkbox"/> Multiple Family <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Other <input type="checkbox"/>			
8. ADJACENT PROPERTY: (a) Same Ownership? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (b) Public Ownership? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (c) Developed? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, type of development _____			
9. NUMBER OF ACRES <u>40.26</u>	10. NUMBER OF LOTS/UNITS <u>28</u>	11. MINIMUM LOT/UNIT AREA (F <sup>2</sup> ) <u>40113.6 sq. ft.</u>	
12. WATER SUPPLY Distance to nearest existing public water system <u>2.1 miles</u> Is a public water system, all or in part, intended to be utilized for this development? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, type: <input type="checkbox"/> Municipal: Name _____ or <input type="checkbox"/> Community System Serving Proposal <input checked="" type="checkbox"/> This development will utilize individual wells. Attach information to support suitability of the water supply such as well record data, water sample results, yield or performance testing data, and other hydrogeological information. (See Rules 404 thru 415) COMMENTS: _____			
13. WASTEWATER TREATMENT AND DISPOSAL Distance to nearest existing public sewer system <u>2.1 miles</u> Is a public sewer system, all or in part, intended to be utilized for this development? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, type: <input type="checkbox"/> Municipal: Name _____ or <input type="checkbox"/> Community System Serving Proposal <input checked="" type="checkbox"/> This development will utilize individual onsite systems. Attach or record on the preliminary plat, a report of soil profile evaluations to a minimum of six (6) feet (using the USDA classification system). The report shall include soil horizon depths, soil texture, soil structure, soil mottling, and depth to high groundwater elevation or bedrock. (See Rules 416, 420, and 421) COMMENTS: _____			
14. ENGINEER/SURVEYOR COMPLETING SITE REPORT FORM Name: <u>MATTHEW S. DANTZ</u> LICENSE #: <u>56128</u> Firm: <u>DANTZ Surveying &amp; Const. LLC</u> Address: <u>5400 Gleaner Hall Rd</u> <u>Kingsley, MI 49649</u> Engineer/Surveyor statement of site suitability for onsite water supply and/or onsite sewage treatment and disposal. See Rule 403(g). Include statement below or attach. <u>The above described site has soils well suited for onsite water supply and sewage disposal according to the tests performed on site.</u> Signed: <u>Matthew S. Dantz</u> Date: <u>11-9-2018</u>			

The Department of Environmental Quality, Onsite Wastewater Program, or authorized local health department, receives 3 copies of the site report if a public water or public sewerage system is not available.

## Zoning Administrator

---

**From:** Fred Morse <fmorse@grandtraverse.org>  
**Sent:** Thursday, March 28, 2019 3:10 PM  
**To:** zoning@whitewatertownship.org  
**Subject:** Whitewater Pines

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Lindsey,

In regards to Whitewater Pines subdivision, the GT Health Department & Soil Erosion has no objections to issuing SESC (Soil Erosion & Sediment Control) permit(s) based on a individual lot evaluation, at time of permit application. If you have any questions please feel free to contact me.

Thanks,

Fred Morse  
Grand Traverse Environmental Health Dept.  
2650 LaFranier Rd.  
Traverse City, MI 49686  
(231) 995-6057 (office)  
(231) 313-0972 (cell)

## Zoning Administrator

---

**From:** S and K <skmangus@ymail.com>  
**Sent:** Monday, February 11, 2019 3:08 PM  
**To:** Zoning Administrator  
**Subject:** Fw: Private Road Names for Whitewater Pines  
**Attachments:** Carpenter Ct.pdf; Chaney Dr.pdf; Hamilton Ridge Dr.pdf; Seeley Dr.pdf

Lindsey,

Below is a copy of the email from the county confirming the availability of the names we have proposed for the development. We will need approval from the TB and will then submit a formal request for the accepted road names. I hope to have everything submitted in time for the second regularly scheduled TB meeting.

Thanks,  
Kim Mangus

----- Forwarded Message -----

**From:** Joshua Green <jgreen@grandtraverse.org>  
**To:** S and K <skmangus@ymail.com>  
**Sent:** Monday, February 11, 2019 09:17:08 AM EST  
**Subject:** Re: Private Road Names

Kim,

Yes, the following road names are unique and available in the county. Just to confirm the names, I have:

Hamilton Ridge Dr  
Chaney Dr  
Seeley Dr  
Carpenter Ct

The forms are attached, let me know if you need me to correct the spelling or suffix on any of those.

Josh

On Fri, Feb 8, 2019 at 4:49 PM S and K <skmangus@ymail.com> wrote:

Josh,

Thank you for the correction on Seeley. The other two names have been approved by the historical society already. We have not presented them to the board. We would like to use Carpenter Court for the additional name. Please let me know if this would be acceptable to the County. If this works, I will attempt to get approval from the Whitewater Township Board. Thank you for your patience and assistance in this matter.

Kim Mangus

On Monday, January 7, 2019 04:09:54 PM EST, Joshua Green <jgreen@grandtraverse.org> wrote:

Kim,

The only problem that I see with Grand Traverse County is that we would consider court to be a suffix in "Chaney Ct" which leaves an identical core name with "Chaney Dr." and that would cause too much confusion with 911, so one of those would have to be changed.

FYI, The township would also have to approve the names and I believe that they have a policy about road names needing to be based off of historic figures. If that is the case, then they would only approve Seely, except the person's names is spelled "Seeley."

With that said, I could still provide you with forms from the county that state the names are unique and available, which you could bring to the township board for approval. Let me know if you have any other questions.

Josh

On Fri, Jan 4, 2019 at 2:24 PM S and K <[skmangus@ymail.com](mailto:skmangus@ymail.com)> wrote:

Grand Traverse County Equilization,

We are considering the following names for three private roads in Whitewater Township. We would appreciate it if you could let us know if these selections would be acceptable within Grand Traverse County.

Proposed Site Condo, Whitewater Pines

Location: The corner of Deal and Broomhead  
SW 1/4 of the NE 1/4 Section 3, T27N, R09W

Hamilton Ridge Dr.

Starts at the Broomhead entrance and extends to cul-de-sac on SE corner of property  
Chaney Dr.

Runs from NE emergency service drive across N and E  
Chaney Court (cul-de-sac off of Chaney Dr.)

NE corner of property

Seely Dr.

Runs along the W side of property to a cul-de-sac in the SW corner

All of the proposed roads are already in place and can be seen on any GIS map. They were build by a previous developer but never named. Please don't hesitate to give me a call if you have any questions.

Kim Mangus  
231-631-2326

--

Josh Green  
GIS Technician  
Grand Traverse County  
231-922-4775

--

Josh Green  
GIS Technician  
Grand Traverse County  
231-922-4775

## Zoning Administrator

---

**From:** Christopher Patterson <cpatterson@fsbirlaw.com>  
**Sent:** Thursday, February 28, 2019 11:14 AM  
**To:** Zoning Administrator  
**Subject:** RE: Site Condominium Review

Lindsey:

Yesterday, our office forwarded the 2018 legal opinion that we prepared regarding the condominium approval process for the Township. It is relevant for any condominium approval project.

With respect to our office's involvement, that it a decision for the Township. There is no standard practice as our other clients vary from doing the review solely internally to having planners, engineers, and our office review and sign-off on the master deed and related plans. For the Township, it is my understanding the Township has not reviewed a condominium project in more than 9 years. I also find the process slightly cumbersome and believe that to ensure all of the pieces are properly reviewed, our office's involvement would be of assistance. A alleged error involving a condominium project approximately five years ago caused the Township to be forced into litigation as a result of alleged zoning approval. Thus, to avoid similar issues and ensure that the developer has no risk in receiving a properly reviewed and approved project, I would recommend our office's involvement (at least for purposes of this initial project to ensure there is a standard approval process and review).

If you have any additional questions, please let me know.

Sincerely,

Chris



**Christopher S. Patterson**

Member • Fahey Schultz Burzych Rhodes

Direct: 517.381.3205 • Cell: 269.744.4807

Office: 517.381.0100 • Fax: 517.381.3185

fsbirlaw.com • [cpatterson@fsbirlaw.com](mailto:cpatterson@fsbirlaw.com)

4151 Okemos Road, Okemos, MI 48864 USA

★ U.S. News & World Report Ranked Best Law Firm

**From:** Zoning Administrator <[zoning@whitewatertownship.org](mailto:zoning@whitewatertownship.org)>  
**Sent:** Thursday, February 21, 2019 10:45 AM  
**To:** Christopher Patterson <[cpatterson@fsbirlaw.com](mailto:cpatterson@fsbirlaw.com)>  
**Subject:** Site Condominium Review

Hi Chris,

My name is Lindsey Wolf, I am the new Zoning Administrator at Whitewater Township. I wanted to get your legal opinion on the approval process for site condominiums. In your opinion, do you believe that the Township should

consult with the attorney regarding the adequacy of master deed, deed restrictions, utility systems, streets, design standards (or anything else pertinent for that matter) for compliance with the requirements of the Condominium Act?

I am in the process of reviewing the Whitewater Pines site condominium project that my predecessor (Denny) had consulted with you in the past. I would like to your opinion/justifications to share with the Board. Thank you!

Kind Regards,

*Lindsey Wolf*

Zoning Administrator

Whitewater Township

5777 Vinton Rd; P.O. Box 159

Williamsburg, MI 49690

(231) 267-5141 x21

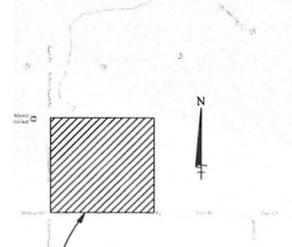
(231) 267-9020 (fax)

[zoning@whitewatertownship.org](mailto:zoning@whitewatertownship.org)

# GRAND TRAVERSE COUNTY CONDOMINIUM SUBDIVISION PLAN No. XXX

"WHITEWATER PINES" LOCATED IN  
T27N, R09W, WHITEWATER TOWNSHIP,  
GRAND TRAVERSE COUNTY, MICHIGAN

LOCATION MAP - NO SCALE



"WHITEWATER PINES" SITE CONDOMINIUM  
THE SW ¼ OF THE NE ¼ SEC. 03, T27N,  
R09W WHITEWATER TOWNSHIP, GRAND  
TRAVERSE COUNTY, MI

DEVELOPER

STEVE & KIM MANGUS  
P.O. BOX 84  
WILLIAMSBURG, MI 49690

SURVEYOR

MATTHEW S. DONTZ, P.S.  
LICENSE No. 56128  
DONTZ SURVEYING & CONST., LLC  
5400 GLEANER HALL ROAD  
KINGSLEY, MI 49649

LEGAL DESCRIPTION

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 3, T27N, R09W, WHITEWATER TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 3 WHICH IS A STANDARD GRAND TRAVERSE COUNTY MONUMENT; THENCE N89°14'53"W ALONG THE EAST-WEST ONE-QUARTER LINE OF SECTION 3 A DISTANCE OF 1319.46 FEET TO THE CENTER-EAST ONE-SIXTEENTH CORNER OF SECTION 3 AND THE POINT OF BEGINNING WHICH IS A 1/2"x24" REBAR WITH P.S. CAP #56128; THENCE CONTINUING N89°14'53"W ALONG THE EAST-WEST ¼ LINE OF SECTION 3 A DISTANCE OF 1319.46 FEET TO THE CENTER ONE-QUARTER CORNER OF SECTION 3 WHICH IS A 1/2" REBAR IN A MONUMENT BOX; THENCE N00°42'42"E ALONG THE NORTH-SOUTH ONE-QUARTER LINE OF SECTION 3 A DISTANCE OF 1329.50 FEET TO THE CENTER-NORTH ONE-SIXTEENTH CORNER OF SECTION 3 WHICH IS A 1/2"x24" REBAR WITH P.S. CAP #56128; THENCE S89°06'08"E ALONG THE NORTH ONE-SIXTEENTH LINE OF SECTION 3 A DISTANCE OF 33.00 FEET TO A 1/2"x24" REBAR WITH P.S. CAP #56128 AND THE EAST RIGHT-OF-WAY OF NORTH BROOMHEAD ROAD; THENCE CONTINUING S89°06'08"E ALONG THE NORTH ONE-SIXTEENTH LINE OF SECTION 3 A DISTANCE OF 1288.95 FEET TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SECTION 3 WHICH IS A ½"x18" REBAR WITH P.S. CAP #36000; THENCE S00°49'07"W ALONG THE EAST ONE-SIXTEENTH LINE OF SECTION 3 A DISTANCE OF 1293.13 FEET TO A 1/2"x24" REBAR WITH P.S. CAP #56128 AND THE NORTH RIGHT-OF-WAY OF DEAL ROAD; THENCE CONTINUING S00°49'07"W ALONG THE EAST ONE-SIXTEENTH LINE OF SECTION 3 A DISTANCE OF 33.00 FEET TO THE CENTER-EAST ONE-SIXTEENTH CORNER AND POINT OF BEGINNING; CONTAINS 40.26 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD.

SURVEYORS CERTIFICATE

I, MATTHEW S. DONTZ, LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:  
THAT THE SUBDIVISION PLAN KNOWN AS GRAND TRAVERSE COUNTY CONDOMINIUM SUBDIVISION PLAN No. XXX, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREON DESCRIBED.  
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT No. 59 OF THE PUBLIC ACTS OF 1978.  
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT No. 59 OF THE PUBLIC ACTS OF 1978.  
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT No. 59 OF THE PUBLIC ACTS OF 1978.

SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	DRAINAGE PLAN
5	SOIL TYPE & UTILITY PLAN

SURVEYOR WILL SIGN FINAL COPY  
MATTHEW S. DONTZ, P.S. #56128

DONTZ SURVEYING & CONSTRUCTION, LLC  
LICENSED PROFESSIONAL SURVEYOR & RESIDENTIAL BUILDER  
5400 GLEANER HALL ROAD KINGSLEY, MI 49649  
(231) 329-1980

SHEET: 1 OF 5

JOB#: 272017

SURVEY PLAN FOR

"WHITEWATER PINES"

A SITE CONDOMINIUM LOCATED IN THE SW ¼ OF THE NE ¼ SECTION 3, T27N, R09W, WHITEWATER TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN.

CURVE #	BELLA	CURVE	ARC LENGTH	BEARING	CHORD	DISTANCE
1	59°37'50"	555.62	245.93	N89°10'21"W	241.08	241.08
2	53°37'18"	124.80	73.25	N74°00'01"E	72.19	72.19
3	22°20'50"	234.40	91.78	N75°14'48"W	91.18	91.18
4	31°08'58"	244.79	133.08	S88°51'45"E	131.42	131.42
5	19°32'48"	231.42	82.79	S78°20'30"E	82.00	82.00
6	22°45'51"	121.18	48.11	S78°15'15"E	47.79	47.79
7	47°39'51"	37.89	31.46	N68°29'25"E	30.70	30.70
8	27°12'18"	41.93	20.92	N59°44'57"W	20.64	20.64
9	48°01'50"	37.41	31.36	N54°18'01"E	30.45	30.45
10	48°00'29"	132.80	113.48	N52°18'10"E	112.00	112.00
11	48°48'04"	224.20	103.50	N31°00'48"E	177.97	177.97
12	44°51'54"	31.13	48.10	N22°18'10"E	42.85	42.85
13	54°39'13"	224.09	138.84	N04°30'49"W	134.74	134.74
14	41°18'07"	47.13	33.97	N07°40'09"W	33.24	33.24
15	281°02'52"	47.84	218.41	N07°53'57"W	218.41	218.41
16	39°13'33"	49.01	53.25	S32°41'50"W	39.90	39.90
17	11°43'22"	172.40	301.81	N02°18'10"E	292.30	292.30
18	70°52'17"	29.38	38.39	N38°29'21"E	34.30	34.30
19	336°40'45"	47.88	198.20	S31°43'01"E	84.44	84.44
20	36°44'17"	78.85	84.06	S28°35'18"E	74.93	74.93
21	103°09'23"	30.09	54.18	N05°51'10"W	47.15	47.15
22	12°48'33"	102.24	117.29	N85°44'51"E	112.00	112.00
23	15°11'33"	473.81	131.58	S82°42'32"E	131.28	131.28
24	48°00'29"	102.24	117.29	S22°34'23"E	75.84	75.84
25	15°00'19"	468.59	122.19	N10°15'48"E	122.80	122.80
26	232°50'58"	124.80	51.92	S28°38'27"W	51.81	51.81
27	38°41'50"	31.92	113.17	N89°15'12"W	208.14	208.14
28	77°27'38"	74.80	101.12	N52°02'37"E	93.59	93.59
29	225°34'51"	184.18	77.40	N77°15'30"W	77.14	77.14
30	32°17'32"	294.78	166.14	N89°37'33"W	163.95	163.95
31	18°08'47"	195.81	26.87	N77°40'29"E	26.50	26.50
32	89°29'58"	79.01	117.82	N44°14'48"E	108.08	108.08
33	53°38'55"	174.20	165.11	N27°34'23"E	152.22	152.22
34	77°50'50"	29.84	40.72	S87°01'04"E	32.85	32.85
35	53°57'58"	223.45	212.34	N79°18'18"E	204.58	204.58
36	113°44'44"	15.18	47.15	S31°08'41"E	23.43	23.43
37	14°58'02"	416.59	108.50	N10°23'01"E	108.27	108.27

LINE	BEARING	DISTANCE
L1	N00°00'00"E	10.00'
L2	N89°11'50"W	38.83'
L3	S00°30'47"E	19.99'
L4	N89°00'08"W	92.99'
L5	S89°00'08"E	93.07'
L6	S00°28'50"W	19.91'
L7	S00°28'50"W	20.82'
L8	N00°00'00"E	40.00'
L9	N00°24'42"E	10.01'
L10	S89°01'54"E	27.12'
L11	S89°01'54"E	31.87'
L12	S89°00'30"E	64.71'

SURVEY REPORT

**SURVEY NOTES:** BEARING BASIS AND HORIZONTAL DATUM OF THIS SURVEY PROJECT IS MICHIGAN STATE PLANE COORDINATES-CENTRAL ZONE-NAD83(2011). VERTICAL DATUM OF THIS PROJECT IS NAVD83. ONE LOCAL GNSS BASE STATION WITH COORDINATES DETERMINED VIA A NETWORK ADJUSTMENT USING THREE CORS STATIONS - KALKASKA "MKK", MANISTEE "MMK", AND CADILLAC "NCR1" - WAS ESTABLISHED WITHIN THE PROJECT AREA. THIS BASE STATION, ALONG WITH KALKASKA "MKK" CORS STATION WAS USED FOR COORDINATE CONTROL IN THIS PROJECT. SURVEY FIELD WORK WAS PERFORMED USING STATIC AND REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (GPS) TECHNIQUES. THESE WERE COMBINED WITH CONVENTIONAL SURVEY METHODS TO SET OR SET THE MONUMENTS AS SHOWN ON THIS SURVEY PLAN.

ALL MEASUREMENTS ARE IN INTERNATIONAL GRID FEET AND DECIMALS THEREOF. ALL RECORD MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF. ALL DIRECTIONS ARE IN GRID BEARINGS.

COMBINED SCALE FACTOR = 0.99988511

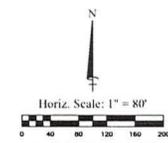
GROUND DIST = GRID DIST/SCALE FACTOR

ABBREVIATIONS:  
SEE SHEET 1 (TITLE SHEET).

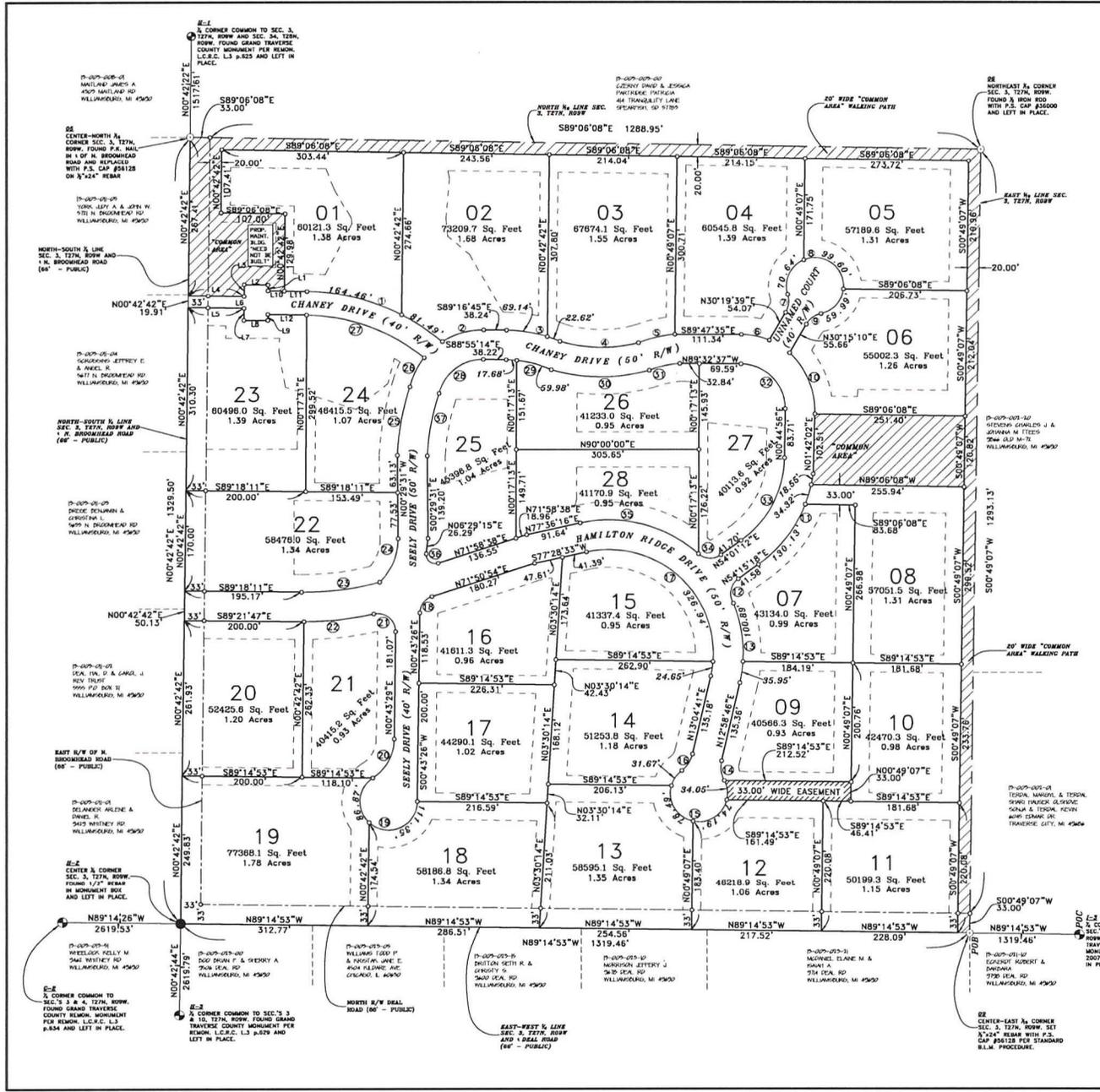
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MATTHEW S. DONTZ, P.S. #56128

LEGEND

- POC = POINT OF COMMENCING
  - POB = POINT OF BEGINNING
  - = 1/4 CORNER
  - = CENTER OF SECTION
  - = 1/16 CORNER
  - = SET 1/2" IRON ROD WITH P.S. CAP #56128
  - = COMMON AREA OR EASEMENT
  - = BUILDING SETBACKS PER TOWNSHIP
- NOTE: DISTANCES DENOTED IN ITALIC ALONG PRIVATE ROAD RIGHTS-OF-WAY ARE ARC DISTANCES, WHILE DISTANCES DENOTED IN STANDARD TEXT ARE LINEAR.
- NOTE: TOTAL AREA OF COMMON ELEMENTS IS 110.342 SQUARE FEET (OR 2.553 ACRES)



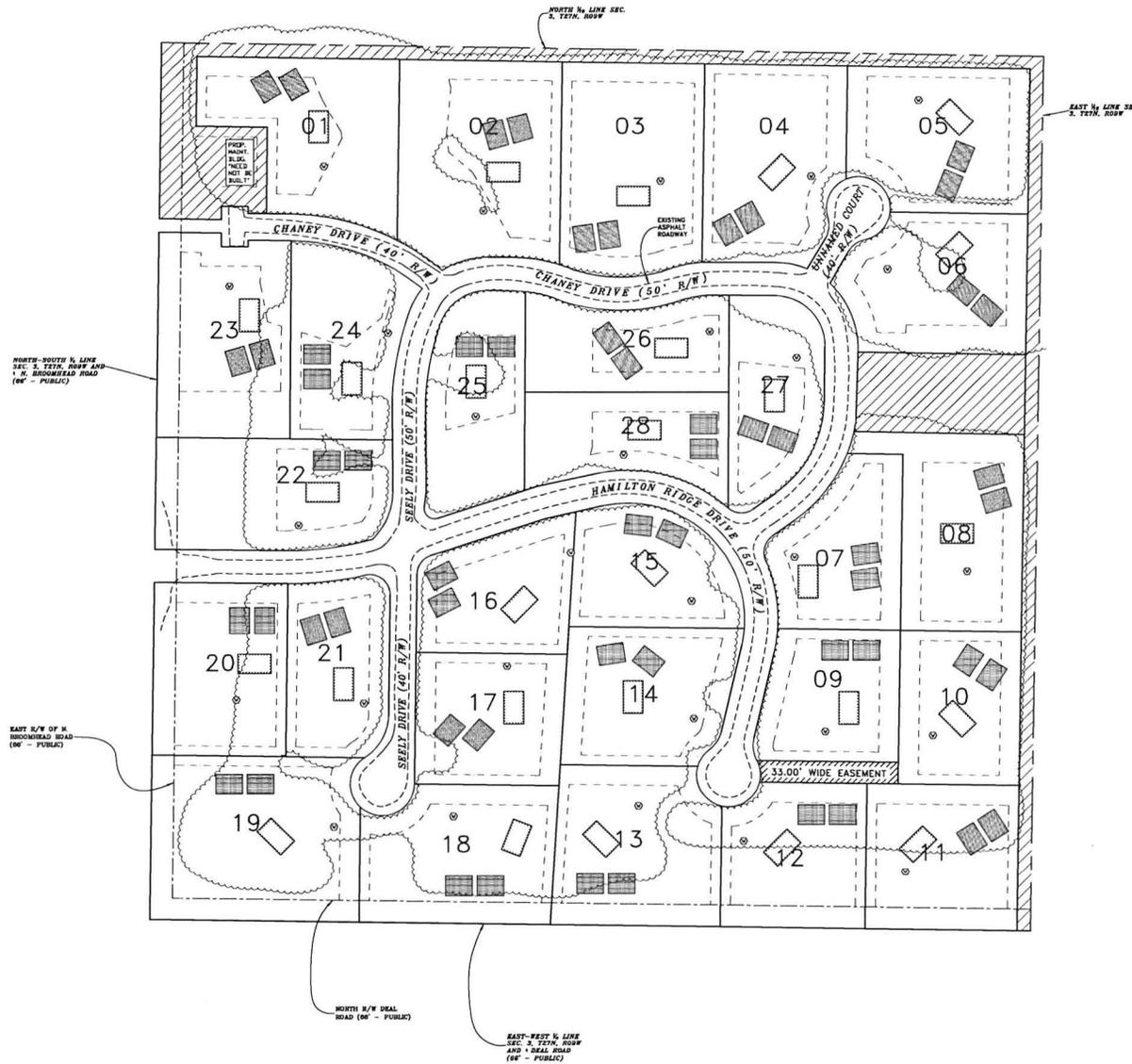
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5400 GLEANER HALL ROAD KINGSLEY, MI 49649  
(231) 329-1980  
SHEET: 2 OF 5 JOB#: 272017



SITE PLAN FOR

**"WHITEWATER PINES"**

A SITE CONDOMINIUM LOCATED IN THE SW ¼ OF THE NE ¼ SECTION 3, T27N, R09W, WHITEWATER TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN.



**SURVEY REPORT**

**SURVEY NOTES:** BEARING BASIS AND HORIZONTAL DATUM OF THIS SURVEY PROJECT IS MICHIGAN STATE PLANE COORDINATES-CENTRAL ZONE-DATUM NAD83(2011). VERTICAL DATUM OF THIS PROJECT IS NAVD83. ONE LOCAL CORS BASE STATION WITH COORDINATES DETERMINED VIA A NETWORK ADJUSTMENT USING THREE CORS STATIONS - KALKASKA "MKK", MANISTEE "MANK", AND CADILLAC "MDT" - WAS ESTABLISHED IN THE PROJECT AREA. THIS BASE STATION, ALONG WITH KALKASKA "MKK" CORS STATION WAS USED FOR COORDINATE CONTROL IN THIS PROJECT. SURVEY FIELD WORK WAS PERFORMED WITH TRIMBLE RB CORS RECEIVERS AND TOPCON TOTAL STATION. FAST STATIC AND REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (GPS) TECHNIQUES WERE COMBINED WITH CONVENTIONAL SURVEY METHODS TO COLLECT FIELD DATA AS SHOWN ON THIS SITE PLAN.

ALL HORIZONTAL MEASUREMENTS ARE IN INTERNATIONAL GRID FEET AND DECIMALS THEREOF. VERTICAL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.

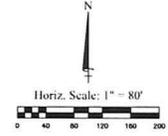
**CERTIFICATION:**  
SEE SHEET 1 (TITLE SHEET).

**SURVEYOR WILL SIGN FINAL COPY**  
MATTHEW S. DONTZ, P.S. #56128

**LEGEND**

- - - - - EXISTING TREELINE
- - - - - BUILDING SETBACKS PER TWP. ZONING
- ⊙ WATER WELL TO SERVICE UNIT
- ▨ COMMON AREA OR EASEMENT
- ▤ APPROX. FUTURE DRAIN OR RESERVE FIELD LOCATION
- APPROX. FUTURE HOUSE LOCATION

NOTE: TOTAL AREA OF COMMON ELEMENTS IS 110,342 SQUARE FEET (OR 2.533 ACRES)

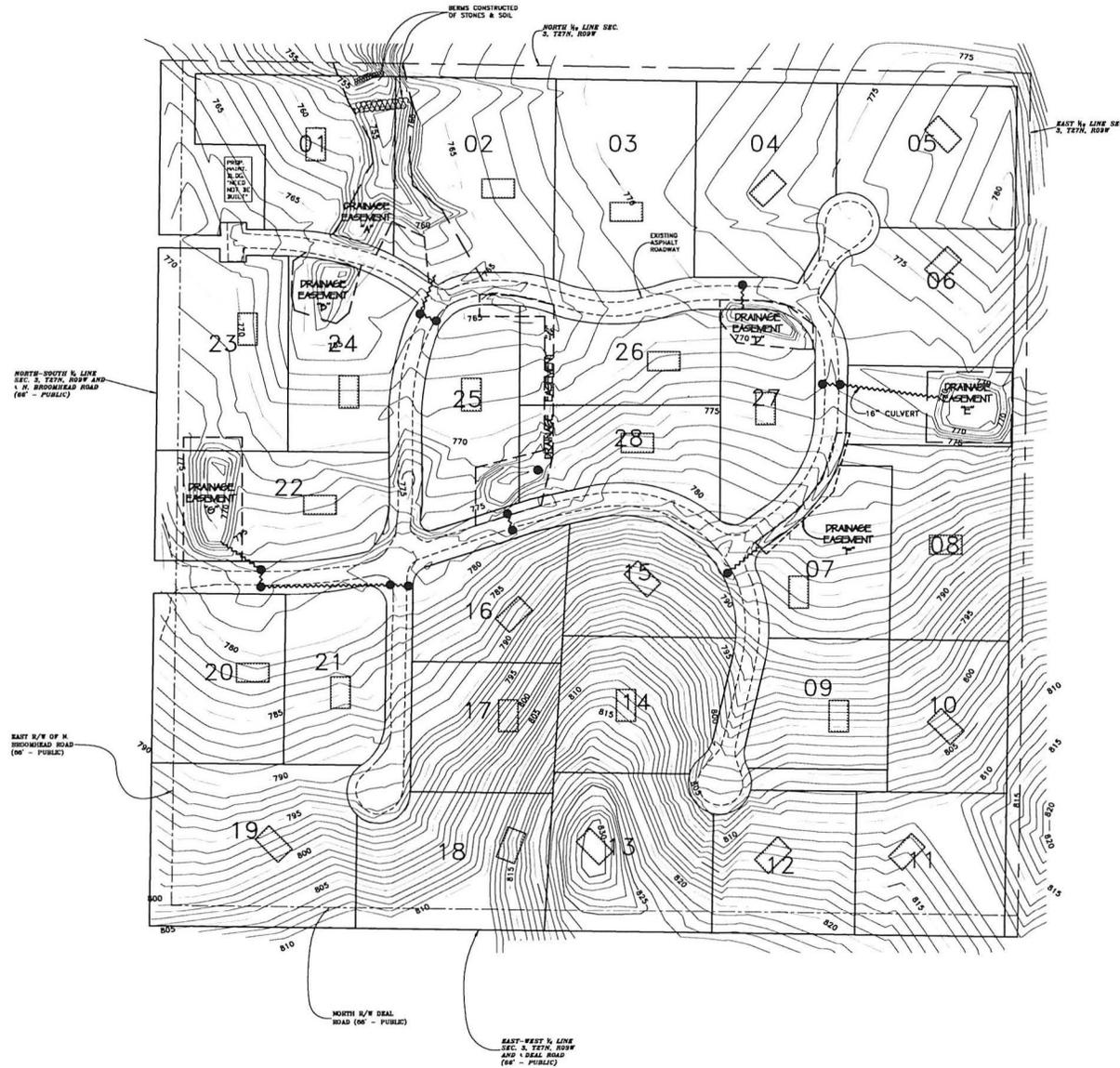


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SHEET: 3 OF 5      JOB#: 272017

DRAINAGE PLAN FOR

**"WHITEWATER PINES"**

A SITE CONDOMINIUM LOCATED IN THE SW ¼ OF THE NE ¼ SECTION 3, T27N, R09W, WHITEWATER TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN.



**DRAINAGE VOLUMES**

- EASEMENT "A":  
75,462 C.F. (564,456 GALLONS)
- EASEMENT "B":  
12,651 C.F. (94,630 GALLONS)
- EASEMENT "C":  
11,099 C.F. (83,021 GALLONS)
- EASEMENT "D":  
11,676 C.F. (87,337 GALLONS)
- EASEMENT "E":  
42,284 C.F. (316,284 GALLONS)
- EASEMENT "F":  
645 C.F. (4,825 GALLONS)
- EASEMENT "G":  
39,720 C.F. (297,106 GALLONS)

**SURVEY REPORT**

**SURVEY NOTES:** BEARING BASS AND HORIZONTAL DATUM OF THIS SURVEY PROJECT IS MICHIGAN STATE PLANE COORDINATES-CENTRAL ZONE-DATUM NAD83(2011). VERTICAL DATUM OF THIS PROJECT IS NAVD83 ONE LOCAL GNSS BASE STATION WITH COORDINATES DETERMINED VIA A NETWORK ADJUSTMENT USING THREE CORS STATIONS - KALKASKA "MINI", MANISTEE "MINI", AND CADILLAC "NORT" - WAS ESTABLISHED IN THE PROJECT AREA. THIS BASE STATION, ALONG WITH KALKASKA "MINI" CORS STATION WAS USED FOR COORDINATE CONTROL IN THIS PROJECT. SURVEY FIELD WORK WAS PERFORMED WITH TRIMBLE R6 GNSS RECEIVERS AND TOPCON TOTAL STATION. FAST STATIC AND REAL-TIME KINEMATIC GLOBAL POSITIONING SYSTEM (GPS) TECHNIQUES WERE COMBINED WITH CONVENTIONAL SURVEY METHODS TO COLLECT FIELD DATA AS SHOWN ON THIS DRAINAGE PLAN.

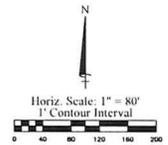
ALL HORIZONTAL MEASUREMENTS ARE IN INTERNATIONAL GRID FEET AND DECIMALS THEREOF. VERTICAL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.

**CERTIFICATION:**  
SEE SHEET 1 (TITLE SHEET).

**SURVEYOR WILL SIGN FINAL COPY**  
MATTHEW S. DONTZ, P.S. #56128

**LEGEND**

- APPROX. FUTURE HOUSE LOCATION
- EXISTING CORRUGATED PLASTIC CULVERT (SIZE VARIES)
- EXISTING CATCH BASIN WITH "BEEHIVE" COVER
- EXISTING BERM CONSTRUCTED OF STONE & SOIL



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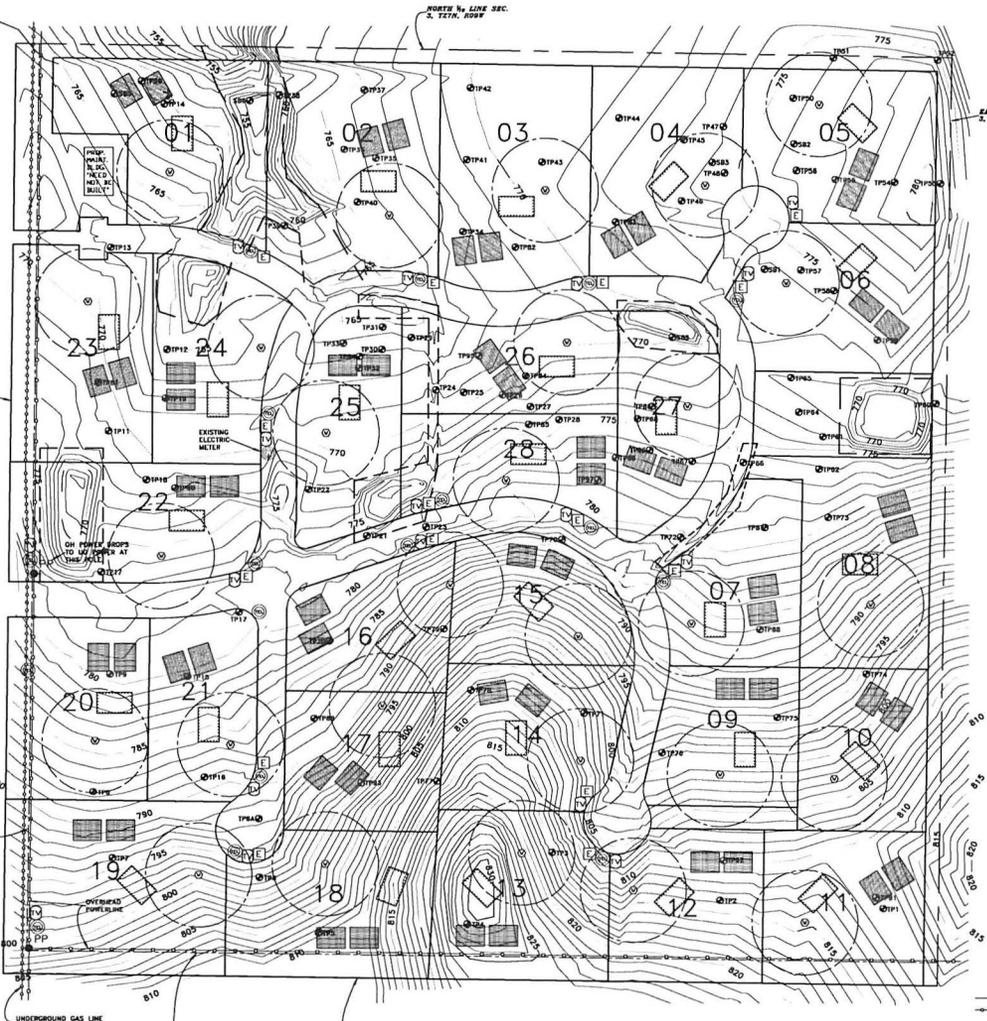
SHEET: 4 OF 5

JOB#: 272017

SOIL TYPE & UTILITY PLAN FOR

"WHITEWATER PINES"

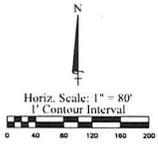
A SITE CONDOMINIUM LOCATED IN THE SW ¼ OF THE NE ¼ SECTION 3, T27N, R09W, WHITEWATER TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN.



- TEST PIT LOG**
- |   |  |   |
|---|--|---|
| 1. 0-7" TOPSOIL<br>7'-50" FINE BROWN SAND                                 | 31. 0-10" TOPSOIL<br>10'-24" FINE TAN SAND                 | 81. 0-8" TOPSOIL<br>8'-38" FINE TAN SAND                |
| 2. 0-8" TOPSOIL<br>8'-60" FINE BROWN SAND,<br>POCKETS OF CLAY             | 32. 0-10" TOPSOIL<br>10'-60" FINE TAN SAND                 | 82. 0-12" TOPSOIL<br>12'-36" FINE TAN SAND              |
| 3. 0-12" TOPSOIL<br>12'-72" FINE BROWN SAND, TRACE<br>GRAVEL, AND COBBLES | 33. 0-12" TOPSOIL<br>12'-60" FINE TAN SAND                 | 83. 0-18" TOPSOIL<br>18'-78" SAND, SOME CLAY            |
| 4. 0-8" TOPSOIL<br>8'-72" FINE BROWN SAND, TRACE GRAVEL                   | 34. 0-8" TOPSOIL<br>8'-32" LOAMY SAND                      | 84. 0-18" TOPSOIL<br>18'-32" FINE TAN SAND              |
| 5. 0-8" TOPSOIL<br>8'-72" FINE BROWN SAND, TRACE GRAVEL                   | 35. 0-8" TOPSOIL<br>8'-24" FINE TAN SAND                   | 85. 0-8" TOPSOIL<br>8'-60" LOAMY SAND                   |
| 6. 0-10" TOPSOIL<br>10'-84" FINE TAN SAND                                 | 36. 0-10" TOPSOIL<br>10'-34" LOAMY SAND                    | 86. 0-8" TOPSOIL<br>8'-60" FINE BROWN SAND              |
| 6A. 0-8" TOPSOIL<br>8'-74" FINE TAN SAND                                  | 37. 0-10" TOPSOIL<br>10'-34" SILTY SAND, TRACE GRAVEL      | 87. 0-12" TOPSOIL<br>12'-60" FINE TAN SAND              |
| 8. 0-10" TOPSOIL<br>10'-72" FINE TAN SAND                                 | 38. 0-12" TOPSOIL<br>12'-38" LOAMY SAND                    | 88. 0-18" TOPSOIL<br>18'-60" FINE TAN SAND              |
| 9. 0-10" TOPSOIL<br>10'-80" FINE TAN SAND                                 | 39. 0-12" TOPSOIL<br>12'-72" FINE BROWN SAND, TRACE GRAVEL | 89. 0-10" TOPSOIL<br>10'-60" FINE TAN SAND              |
| 10. 0-10" TOPSOIL<br>10'-72" FINE TAN SAND                                | 40. 0-12" TOPSOIL<br>12'-24" CLAY LOAM SAND                | 90. 0-10" TOPSOIL<br>10'-60" FINE TAN SAND              |
| 11. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                                  | 41. 0-12" TOPSOIL<br>12'-48" SANDY CLAY, TRACE GRAVEL      | 91. 0-12" TOPSOIL<br>12'-84" FINE SAND                  |
| 12. 0-10" TOPSOIL<br>10'-48" SANDY CLAY                                   | 42. 0-8" TOPSOIL<br>8'-48" SILTY CLAY                      | 92. 0-10" TOPSOIL<br>10'-84" FINE SAND, SOME CLAY       |
| 13. 0-8" TOPSOIL<br>8'-120" SANDY CLAY                                    | 43. 0-8" TOPSOIL<br>8'-120" SANDY CLAY                     | 93. 0-10" TOPSOIL<br>10'-80" FINE TAN SAND              |
| 14. 0-8" TOPSOIL<br>8'-50" SANDY CLAY, TRACE GRAVEL                       | 44. 0-8" TOPSOIL<br>8'-50" SANDY CLAY, TRACE GRAVEL        | 94. 0-12" TOPSOIL<br>12'-84" FINE TAN SAND (HAND AUGER) |
| 15. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                                  | 45. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                   | 95. 0-12" TOPSOIL<br>12'-84" FINE TAN SAND              |
| 16. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                                  | 46. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                   | 96. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                |
| 17. 0-10" TOPSOIL<br>10'-72" FINE TAN SAND                                | 47. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                   | 97. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                |
| 18. 0-12" TOPSOIL<br>12'-72" FINE TAN SAND                                | 48. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                   | 98. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                |
| 19. 0-12" TOPSOIL<br>12'-72" FINE TAN SAND                                | 49. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                   | 99. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                |
| 20. 0-12" TOPSOIL<br>12'-72" FINE TAN SAND                                | 50. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                   | 100. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND               |
| 21. 0-12" TOPSOIL<br>12'-72" FINE TAN SAND                                | 51. 0-8" TOPSOIL<br>8'-54" FINE TAN SAND                   |   |
| 22. 0-12" TOPSOIL<br>12'-18" LOAMY SAND                                   |  |   |
| 23. 0-14" CLAY  |  |   |
| 24. 0-18" TOPSOIL<br>18'-88" FINE TAN SAND                                |  |   |
| 25. 0-10" TOPSOIL<br>10'-80" FINE TAN SAND                                |  |   |
| 26. 0-12" TOPSOIL<br>12'-80" FINE TAN SAND                                |  |   |
| 27. 0-14" TOPSOIL<br>14'-24" FINE TAN SAND SOME CLAY                      |  |   |
| 28. 0-18" TOPSOIL<br>18'-60" FINE BROWN SAND                              |  |   |
| 29. 0-12" TOPSOIL<br>12'-84" FINE TAN SAND, TRACE GRAVEL                  |  |   |
| 30. 0-10" TOPSOIL<br>10'-60" FINE TAN SAND                                |  |   |

- LEGEND**
- ⊙ = SOIL BORE OR TEST PIT SITE
  - TP## = TEST PIT LOG DESIGNATION
  - SB## = SOIL BORE LOG DESIGNATION
  - ⊕ = EXISTING POWER BOX
  - ⊕ = EXISTING CABLE TV PEDESTAL
  - ⊕ = EXISTING TELEPHONE PEDESTAL
  - = OVERHEAD POWER LINE
  - = UNDERGROUND GAS LINE
  - = EXISTING ELECTRIC METER
  - ⊕ = EXISTING POWER POLE

- SOIL BORING LOG**
- 6" SILT  
18" CLAY LOAM, TRACE GRAVEL, BROWN, LOOSE  
8"-9" SAND CLAY, BROWN  
9"-9" OF CLAY, BROWN, SILT, FINE SAND, BROWN  
12.0"-12.5" SANDY, CLAY, BROWN  
12.5"-13.5" MEDIUM SAND, BROWN  
13"-16" FINE SAND, LIGHT BROWN, VISUAL POSSIBLY LOOSE  
19.0" END OF BORING, FINE SAND, LIGHT BROWN
  - 12" TOPSOIL, CLAY LOAM  
8.0" SAND AND GRAVEL  
12.5"-13.5" CLAY, BROWN, SOME GRAVEL, FINE SAND, 1" OF SILT  
14"-17.5" SILT, BROWN  
21.0" END OF BORING
  - 8"-9" SAND, FINE TRACE OF GRAVEL, BROWN  
12"-14" SAND, FINE, BROWN, MOST  
14"-16" SAND, FINE TRACE OF GRAVEL, BROWN  
18"-21" SAND, FINE, BROWN
  - 5"-8" CLAY, BROWN  
8"-7" SAND, TRACE SILT, TRACE GRAVEL, BROWN  
12"-14" SAND, FINE, BROWN
  - 5"-7" NO RECOVERY  
8"-8" SAND, MEDIUM, TRACE GRAVEL, BROWN  
10"-12" SAND, MEDIUM, BROWN  
14"-16" SAND, FINE, BROWN  
5"-7" SAND, MEDIUM, BROWN  
10"-12" SAND, MEDIUM, BROWN  
15"-17" SAND, MEDIUM, BROWN



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SURVEYOR WILL SIGN FINAL COPY  
 MATTHEW S. DONTZ, P.S. #06128