

WHITEWATER TOWNSHIP BOARD
AGENDA FOR REGULAR MEETING – JUNE 8, 2021
9:00 a.m. at the Whitewater Township Hall and via Zoom
5777 Vinton Road, Williamsburg, MI 49690
Phone 231-267-5141/Fax 231-267-9020

Zoom access has been implemented for the public due to Michigan Department of Health and Human Services limitations on indoor public gatherings.

Join Zoom Meeting

<https://zoom.us/j/94270497441?pwd=ZXNSeWIITnhsRIJoRWlWeWVmeGhtQT09>

Enter Meeting ID: 942 7049 7441

Enter Passcode: 293860

To join by phone, call +1 646 558 8656 US

Enter Meeting ID: 942 7049 7441

Enter Passcode: 293860

Find your local number: <https://zoom.us/u/abn8oR4lCn>

Contact Information for Board Members:

Supervisor Ron Popp – 231-267-5141 x23 supervisor@whitewatertownship.org

Clerk Cheryl Goss – 231-267-5141 x24 clerk@whitewatertownship.org

Treasurer Ardella Benak – 231-267-5141 x22 treasurer@whitewatertownship.org

Trustee Paul Hubbell – 231-267-5141 trustee02@whitewatertownship.org

Trustee Heidi Vollmuth - 231-633-9468 heidivyourtrustee@gmail.com

Whitewater Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities upon reasonable advance notice. Contact the township clerk at 231-267-5141 or the TDD at 800-649-3777 at least 5 days in advance of the meeting.

- A. Call to Order/Pledge of Allegiance
- 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 the 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. Public Hearing (none)
- G. Reports/Presentations/Announcements/Comments
 1. County Commissioner Report

2. Fire Department Report
3. Planning Commission Report
4. Parks & Recreation Advisory Committee Report

H. Consent Calendar

Receive and File

1. Supervisor's Report for May 2021
2. Clerk/Parks & Recreation Administrator's Report May/June 2021
3. Zoning Administrator May 2021 Report
4. Mobile Medical Response May 2021 Activity Reports
5. Fire Department May 2021 Monthly Report
6. Historical Society Report for May 2021
7. Approved 04/07/2021 Planning Commission Regular Meeting Minutes
8. Approved 04/12/2021 Parks & Recreation Advisory Committee Minutes
9. Approved 04/22/2021 Planning Commission Special Meeting Minutes

Correspondence

1. Grand Traverse County Sheriff Department Statistics for April and May 2021
2. Letter 05/26/2021 Federal Energy Regulatory Commission re: EAP Exemption Requirements
3. Kim Mangus Missed Correspondence from April
4. Networks Northwest Newsletter
5. American Rescue Plan
- 6a. Skegemog Point Road Schoonover E-mail
- 6b. Skegemog Point Road Revised Opinion of Probable Cost 06/02/2021
7. U.S. Treasury American Rescue Plan
8. Vern Gutknecht E-mail 05/28/2021 (1)
9. Vern Gutknecht E-mail 05/28/2021 (2)
10. Clerk Goss Reply to 05/28/2021 Gutknecht Emails

Minutes

1. Recommend approval of 05/11/2021 regular meeting minutes

Bills for Approval

1. Approval of Alden State Bank vouchers # 46600 through 46701

Budget Amendment re: Purchase of Snowmobiles

Revenue & Expenditure Report (none)

I. Unfinished Business

1. Proposed Cell Tower Lease Amendment – Right of First Refusal

J. New Business

1. Engagement Letter re: FYE 03/31/2021 Audit
2. Proposed Resolution Establishing an Industrial Development District
3. Appraisal of 6400 Elk Lake Road
4. Update Ambulance Service Request for Proposal
5. Website ADA Compliance
6. Park Ranger Graded Wage Scale
7. Budgeted Transfer re: Purchase of Snowmobiles

K. Tabled Items (none)

L. Board Comments/Discussion

M. Announcements

1. Next township board meeting 07/13/2021 @ 9:00 a.m.

N. Public Comment

O. Adjournment

To: Township Board Members

From: Cheryl A. Goss, Township Clerk

Date: 06/03/2021

Re: Consent Calendar for 06/08/2021

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An appropriate motion would be: **Motion to approve Consent Calendar items as presented.**

Roll call vote required.

Whitewater Township Supervisor's Report

May 2021

1) Investigate citizen observations:

- A. Gravel Roads – Numerous calls from all sections of the Township regarding the brine and maintenance of gravel roads. Both brine agreement options the Grand Traverse County Road Commission was able to offer this year were almost double the cost from previous years. Whitewater Township, selected a plan that will provide two brine applications over the summer and will begin the second week of June. We are aware some Townships selected a different option that could be available the last week of May but, the cost was significantly higher which would have allowed a single application. Grading the driving surface of the roads is normally completed a day before the brine application which was another aspect considered when making our selection. A single surface grading for the entire summer is simply not enough. Relief is on the way!

2) Office duties:

A. Meetings:

- 1) With Chris Forsyth, Deputy Administrator for Grand Traverse County regarding the electronic permit application process for the County. Plan provisions and costs for Whitewater Township are anticipated before the end of the summer.
- 2) Ardella Benak, Whitewater Township Treasurer, to discuss developing ethics standards for Board Members to review when guidance is needed on a myriad of topics.
- 3) Trustee Heidi Vollmuth continuing the research of how motorized vehicles became prohibited on Lossie Road Nature Trail. Working together, our review will soon be in the year 2000 and hope to get the information to the legal team for the next steps.
- 4) The monthly Supervisor's meeting was rescheduled to a time and day already committed on my schedule. We look forward to the next gathering.
- 5) The monthly Michigan Township Association (MTA) meeting was held via Zoom and featured staff from the Grand Traverse County Road Commission providing a rundown of 2021 projects. Other highlights shared included new interactive maps on their website and about a 14% reduction in funding due in part to COVID-19.
- 6) Webinar Highlights for May Include:
 - A) **Elk River Chain of Lakes – Watershed Plan Implementation Team (ERCOL-WPIT)** Tip of the Mitt Water Shed Council and Watershed Grand Traverse Bay co-hosted the monthly gathering to provide updates on their respective plans. Grand Traverse's plan is under review currently and the Tip of the Mitt hopes to have their plan completed shortly.

- B) **Department of Environment, Great Lakes and Energy EGLE - Not in MI Series** – Dynamite and other tools to protect Michigan Trees. This program focused on the vast amount of work going on to control Oak Wilt within the state and how campgrounds contribute to the spread of the disease.
- C) **Department of Environment, Great Lakes and Energy EGLE – MPART Speaker Series** – Attended three webinars on the PFAS family of chemicals. These chemicals share a very stable carbon bond and therefore do not biodegrade very well. There are more than 5,000 uses of PFAS in today's society underscoring the scope of concern for this topic.
- D) **Defending Tax Tribunal Webinar**, provided by the legal firm Fahey Schultz Burzych Rhodes. As the name of the webinar suggests the training detailed the process for defending the Township position on taxation matters. Some of these matters can get very costly for a township to defend. Currently Whitewater Township reviews each request on a case-by-case basis.

3. Other Items of Interest:

- 1) According to Zoning Administrator Bob Hall, the Planning Commission would like to hire a consultant to help with the Master Plan update that is underway. The group listened to a presentation from Grobbel Environmental & Planning Associates at their May meeting and would like to engage the firm. The estimated cost of the service is nearing \$15K.
- 2) Work and research into Public Act 198 of 1974, Industrial Facility Tax as amended is continuing resulting in a proposed resolution to create an Industrial Development District is elsewhere in the June Packet.
- 3) Mr. Rod Rebant, Whitewater Township resident, offered various suggestions in a phone call to foster a better working relationship between Board Members. More on this topic as the idea develops.
- 4) Work continues on the MuniCode manuscript review. Additional research was conducted on stormwater and subdivision roads revealing just how outdated some the General Ordinances are.
- 5) Updated the 2015 Ambulance Request for Proposal Document and it appears elsewhere in the June packet for Board consideration.

- 6) Reminder - Save the date, the Township's Annual Clean Up day is scheduled for June 12, 2021 beginning at 8:00 am and Noon.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Ron Popp", with a stylized flourish at the end.

Ron Popp
Whitewater Township Supervisor.

Clerk/Parks & Recreation Administrator's Report May/June 2021

To: Whitewater Township Board and Community

From: Cheryl A. Goss, Township Clerk

Date: 06/02/2021

This report details activity in the Clerk's office since my last report dated 05/05/2021.

Meetings Attended (in addition to Township Board meetings):

1. 05/05/2021 Mobile Medical Response Advisory Board
2. 05/10/2021 Parks & Recreation Advisory Committee
3. 05/19/2021 Zoom Meeting with Fleis & VandenBrink
4. 05/26/2021 Chain of Lakes Water Trail Ribbon Cutting Ceremony (Ellsworth)
5. 06/02/2021 Zoom Meeting with Fleis & VandenBrink

Elections: The ballot proof for the August election was provided on May 28th and has been reviewed and approved. Applications for absent voter ballot are scheduled to be mailed this week. Other details of election preparation are under way.

Recodification of General/Zoning Ordinances: Since the 4/28 meeting with the Municode representative, I prepared and submitted a memo addressing the questions in Municode's legal memorandum and all footnotes in the unedited rough draft of the township's ordinances. This memo also included a list of general ordinances that have been omitted from the rough draft, most of which are utility franchise agreements. Additionally, I researched and provided to Municode (and others) missing language from ordinance 26 and article 30 of the zoning ordinance, as well as some other miscellaneous information.

In a phone call with our Municode representative today, we discussed the process to be followed in order to get the final proof document that will go to public hearing. She provided an outline (see attachment). She indicated that most of their clients do not undertake a word-for-word review of the draft code.

Article 11, Recreational RC-1: The board is awaiting the planning commission's list of pros and cons regarding the 5-acre minimum lot size issue.

Whitewater Township Park: Reservations are still coming in daily for the 2021 camping season. The park was full on Memorial Day Weekend. There will be a short lull until mid-June, when school is out and summer vacations begin. We will need to increase the starting wage for park rangers in order to compete in the current job market, even though we started the season with an increase over 2020. Summer workers have lots of choices and they are looking for the highest paid opportunities they can find.

Two status meetings have taken place recently with representatives of Fleis & VandenBrink concerning the Boat Launch/Entryway Improvement Project. We discussed timing of the improvements, price volatility, extension of the boating access site agreement deadline due to delays created by COVID, as well as a construction management agreement. A letter will be sent to the DNR requesting a 1-year extension. F&V will outline a construction management agreement for the township, to be presented at a future meeting. They recommend not putting this project out for bid until mid-November, with work anticipated to begin in spring 2022.

Hi Pray Park/Battle Creek Natural Area/Lossie Road Nature Trail/Petobego Natural Area: Batting cage bookings are on the upswing, mostly by team coaches. Kiosks need to be installed at Battle Creek Natural Area and Lossie Road Nature Trail, but this has not been scheduled yet. Lawn-N-Order will be removing two fallen trees blocking Lossie Road Nature Trail about 1/2 mile from Cook Road. The driveway into the Petobego parking lot needs some gravel and grading.

FOIA Requests: Two FOIA requests were received in May.

1. Kim Mangus requested ordinances provided to Municode for recodification.
2. Vern Gutknecht requested expense records for township boards/commissions/committees dating back to January 2012.

Request for Road Repairs on Skegemog Point Road

We heard from Road Commissioner Jason Gillman at the May meeting that the road commission is looking at ways to help smaller townships come up with their share of road improvement costs.

Appraisal of 6400 Elk Lake Road

The appraisal report has been provided and will be discussed at the June meeting.

Township Hall Painting/Flooring

We are waiting for an updated quote from Home Depot on the commercial grade of the Lifeproof product as well as primed quarter round. Another quote is planned from Lumber Liquidators.

Other News: There seemed to be more people this year attending the American Legion's Memorial Day services at the cemeteries and Mill Creek, and it was an especially beautiful day for it. Special tribute was given to former Legion member Dennis Leach, who passed away last year. We are fortunate to have this post in our community to carry out these acts of remembrance and service. This local post could use some new young members to help carry on these important traditions. I hope anyone reading this who could help them, or knows someone who could help them, will make contact with one of their members and offer their time and talents.

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WHITEWATER TOWNSHIP

5777 Vinton Road • P.O. Box 159 • Williamsburg, MI 49690 (231)
267-5141 • FAX (231) 267-9020

MAY 2021 REPORT¹ Planning and Zoning

June 3, 2021

Please allow this report to serve as a synopsis of recent Planning Commission (and zoning) activity in lieu of a 'regular' monthly report regarding the office of the Zoning Administrator. It is imperative, that in the absence of a board liaison on the planning commission, that you still remain keenly aware of the activity and conversations taking place.

In reverse chronological order:

- May 28th – received a final draft of the 'proposed' Medical Marihuana ordinances from the attorney for PC review via email – sending out copies to the PC on the date of this report [*this was not received in time to be included with the June PC meeting packet*]
- June Regular Meeting [June 2nd, 2021]
 - Strong desire by the PC to go ahead and hire Grobbel Environmental and Planning to assist with Master Plan review / update
 - ZA Hall sent emails to three companies requesting 'ball-park' quotes to review Master Plan, Zoning Ordinance and present a report – Wade Trim quoted \$850 via email on January 18th, 2021 – another firm wanted close to \$1000 (but would not commit to a written quote via email) and then finally Chis w/ Grobbel Environmental & Planning offered to review both documents and make an in person presentation at no charge
 - PC discussed the process of obtaining professional services as needed
 - Approved a site plan for a 25,000 square foot expansion at Grand Traverse Plastics in the Industrial Zoning District
 - Public comment focused on encouraging the PC to take whatever time is necessary in reviewing ancillary information provided regarding the topic of marihuana grow / processing
- May Regular Meeting [May 5th, 2021]
 - The ZA reported that inquiries continue to be focused on short-term rental and the M-72 corridor, especially the Commercial zoning district – inquiries are seeking possible development opportunities
 - Chris Grobbel – Grobbel Environmental & Planning Associates delivered a report to the PC regarding a review of the Master Plan and Zoning Ordinance – this presentation focused on Master Plan deficiencies and how to engage the public in the review process
 - The PC desires to proceed with Master Plan review with professional guidance – does this require a bidding process or can something similar to an 'on-call' / 'as-needed' basis be arranged
- April 'special' Meeting [April 22nd, 2021]
 - This meeting was conducted in an effort to utilize time most efficiently – the entire meeting was devoted to review of proposed medical marihuana zoning ordinances and accepting public comment related to this same topic

¹ Note – these are NOT minutes, simply notes representing a synopsis of items of significant concern

- April Regular Meeting [April 7th, 2021]
 - Received additional public comment regarding medical marihuana zoning ordinances
 - ZA emphasized the quantity of continuing inquiries regarding short-term rental and the M-72 corridor for development opportunities
 - Brief discussion regarding new zoning ordinance language pertaining to ‘Major’ Home Occupations
 - Zoning ‘runs with the land’ and is not subject to annual review – you either remain in compliance or you are in violation
 - PC continued review of medical marihuana zoning ordinances
- March Regular Meeting [March 3rd, 2021]
 - Public Hearing / Special Use – site plan and special use approval was granted for a Campground
 - Public Hearing / Special Use - site plan and special use approval was granted for a Major Home Occupation
 - Annual Report transmitted to the Township Board
- February Regular Meeting [February 3rd, 2021]
 - Public Hearing w. recommendation to adopt revised condominium regulations / zoning ordinances
 - As a result of Township Board adoption of Ordinance No. 59 and 60 – draft medical marihuana ordinances were presented to the PC – brief discussion regarding a process to review these zoning ordinances
- January Regular Meeting [January 6th, 2021]
 - Member of the public spoke briefly about the desire to provide higher density housing / development opportunities in Whitewater Township
 - PC discussed the ‘need’ to react to Ordinance No. 59 and 60
 - Generic Master Plan review discussion

**

The most significant order of business that the Whitewater Township Planning Commission faces at this time (in the opinion of the ZA) is a thorough review of the Master Plan. At their May meeting of 2021, it was brought to their attention that the current master plan lacks several statutorily required elements². It was explained that the deficiencies could make the Township susceptible to certain risks associated with the planning and zoning process.

On behalf of the Planning Commission, the ZA would like to petition the Township Board to explore opportunities to allow the planning commission to engage immediately with a professional planner and / or other consultants as necessary in order to complete a review and amendment process to the master plan that would bring it into compliance.

As much as the planning commission desires to expedite the process, they wish to work within any internal policies and procedures and with complete transparency.

Respectfully,



Robert (Bob) Hall
Whitewater Township – Zoning Administrator

² Reference PA 33 of 2008, Section 125.3833

Fractile Response Time

Company IS MOBILE MEDICAL RESPONSE INC; AND Trip Date IS BETWEEN 05/01/2021 AND 05/31/2021; AND Initial Priority IS P-1 Life Threatening Emergency OR P-2 Emergency No Lights OR P-3 Downgrade (No Lts/Sirens); AND Dispatch Zones IS GT-Whitewater; AND Dispatch Status IS Canceled At Scene OR Complete; AND Exclude Copied Trips; AND the time 'Save' was clicked

MOBILE MEDICAL RESPONSE INC

	Call Count	Cumulative Call Count	Percent of Total Calls	Cumulative Percent of Total Calls
03:00 - 03:59	1	1	5%	5%
04:00 - 04:59	2	3	11%	16%
05:00 - 05:59	4	7	21%	37%
06:00 - 06:59	2	9	11%	47%
08:00 - 08:59	3	12	16%	63%
09:00 - 09:59	4	16	21%	84%
10:00 - 10:59	1	17	5%	89%
11:00 - 11:59	1	18	5%	95%
17:00 - 17:59	1	19	5%	100%

Total Calls for MOBILE MEDICAL RESPONSE INC: 19

Requests by Nature of Call in Whitewater Twp

From 05/01/2021 to 05/31/2021

	Total
Abdominal Pain/Problems	1
Back Pain (Non-traumatic or Non Recent Trauma)	1
Breathing Problems	2
Chest Pain (Non-Traumatic)	2
Convulsions/Seizures	1
Diabetic Problems	1
Falls	5
Heart Problems / A.I.C.D.	1
Hemorrhage/Lacerations	1
Overdose / Poisoning (Ingestion)	2
Sick Person (Specific Diagnosis)	1
Stroke (CVA)	1
Unknown Problem (Man Down)	1
Total	20

Demand Analysis by Day of Week for Whitewater Twp

From 05/01/2021 to 05/31/2021

*Time
of Day*

	1.SUN	2.MON	3.TUE	5.THU	6.FRI	7.SAT	Total
01:00 - 01:59	0	0	0	1	0	0	1
03:00 - 03:59	0	0	0	0	0	1	1
08:00 - 08:59	1	1	0	0	0	0	2
11:00 - 11:59	0	1	0	1	0	0	2
12:00 - 12:59	1	0	0	0	0	0	1
14:00 - 14:59	0	1	0	0	0	0	1
16:00 - 16:59	0	0	0	1	0	0	1
17:00 - 17:59	0	0	0	0	1	1	2
19:00 - 19:59	0	0	0	1	0	1	2
20:00 - 20:59	0	0	2	0	0	0	2
21:00 - 21:59	2	0	0	1	0	0	3
22:00 - 22:59	0	0	1	0	0	0	1
23:00 - 23:59	1	0	0	0	0	0	1
Total	5	3	3	5	1	3	20

Transport Count by Month

	5/2020	6/2020	7/2020	8/2020	9/2020	10/2020	11/2020	12/2020	1/2021	2/2021	3/2021	4/2021	5/2021	Total
Village of Elk Rapids	12	16	14	17	19	10	4	10	16	14	10	11	5	158
Elk Rapids Twp	2	5	6	5	8	9	4	6	7	8	8	3	6	77
Milton Twp	14	10	16	9	16	20	12	10	8	5	2	10	11	143
Whitewater Twp	8	19	17	26	18	16	18	7	18	16	18	13	19	213
Torch Lk Twp	0	1	0	0	1	2	1	1	0	1	0	0	2	9
Helena Twp	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Kalkaska County	1	0	1	1	1	0	1	1	0	1	1	1	1	10
Total	37	51	54	59	63	57	40	35	49	45	39	38	44	611



WHITEWATER TOWNSHIP FIRE DEPARTMENT

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

May 2021 Monthly Report Fire Chief Brandon Flynn

Alarms: The fire department responded to 8 emergency calls in May.

- 2 – Powerline Down
- Fire Investigation
- Wildfire assist to Fife Lake
- Wildfire assist to Wexford County
- 2 – EMS assists
- Tree down in the roadway

Training: 5 training sessions were held in May.

- Vehicle maintenance, SCBA check
- Target Solutions, Haz-Mat Firefighter RTK
- Fire Ground Operations, joint training with Elk Rapids Fire Department
- Haz-Mat Operations refresher course
- Haz-Mat Employee RTK, Site Specific training

Meetings/Other:

- Regional Medical Control, remote, May 11.
- Local Planning Team, May 10.
- County Fire Chief's, remote, May 12.
- Wednesday Wrap-Up with State Fire Marshal, remote, May 19.
- LEPC, Cancelled, May 20.
- 911 BOD, May 20.

General:

May has been dedicated to hazardous materials training. With the addition of an impromptu training session with Elk Rapids Fire Department, we did complete all of the annual Haz-Mat training that is required.

Lt. Jim Smielewski from Traverse City Fire Department provided the Haz-Mat Operations refresher course on May 10. This class is provided free of charge to the Whitewater Township Fire Department annually as part of the Haz-Mat Team contract we have with Traverse City Fire Department.



Committed to proudly serving the community with professionalism and integrity.

Two lockdown drills were conducted by Woodland School this month. Chief Flynn and Assistant Chief Carpenter participated with GTSO and TCAPS representatives.

Fick & Son's had to complete two emergency repairs on Engine 3. Both repairs were conducted at Station 3.

Air 3 was used at the Regional Training Center on Saturday, May 1, to assist with cadet training.

Chief Flynn attended the Blue Card Incident Command class which consisted of 30 hours of on-line class and 3 days of classroom training which was held on May 25, 26 & 27. This class teaches students how to command Type 1 and Type 2 incidents which make up most of the incident types local fire departments respond too.

Assistant Chief Carpenter and Captain Arbenowske attended the Blue Card (light) Incident Command class held virtually on Sunday, May 23, from 6:00 p.m. to 10:00 p.m. This class is a condensed version of the full class and provides an overview of the Blue Card Incident Command system including some new terminology.

The Fire Department participated in the Memorial Day Parade on May 31.

Historical Society Report for May 2021

To: Whitewater Township Board Members

From: Luann Snider, Historical Society Director

Date: June 1, 2021

Meetings: Because of not having a Quorum, there were no meetings in May.

Public Inquiries: No Public Inquiries in May.

Scan/Catalog Documents: There were no hours spent in May due to taking care of my mother, it's been a long recovery road for her but she is finely getting better.

New Documents/Items Received: No items were received in May.

Williamsburg School Reunion: Nothing new to report at this time.

Other News: I was in Williamsburg cemetery on Memorial Day, and noticed that there was a Few tombstones that have fallen down.

WHITEWATER TOWNSHIP PLANNING COMMISSION
MINUTES FOR REGULAR MEETING
In-person and via ZOOM
April 7, 2021

Call to Order at 7:00 p.m.

Roll Call: Via Zoom: Mangus in East Bay Twp., MI

In person: Dean, Jacobson, Wroubel

No Board Representative or ZBA Representative available

Also in attendance: Zoning Administrator, Hall and Recording Secretary MacLean

Set / Adjust Agenda: Grobbel MP presentation postponed

Declaration of Conflict of Interest: None.

Public Comment: Linda Slopsema, 9693 Miami Beach Rd.: sent an email to all commissioners, trying to understand what is going on based on comments of March 24. Critically important to set up Special Use Permits details regarding traffic, noise, visual and odor. Buffer zone needs to be specific. Lighting is another concern and can be disturbing. Sent an article regarding odor and setbacks. Please do research to address property owners.

Michelle Mueller, 7482 Cook Rd.: Ditto Ms. Slopsema's notes. Please take your time and do this right. If this is going forward would like all considerations on the table. There a lot of pros and cons. Look at everything carefully.

Renee Savage, 9833 Pineneedle: Concerned about the marihuana. It is not just the farmers at stake, it is the surrounding community. Please keep in mind that marihuana seeds are highly toxic to pets.

Michael Corcoran, represents Northpoint Farms, and John Harvey. Comments are appropriate, buffer zones are a good way to address issues. There are a lot of options for odor control. Thank the PC for the hard work. It seems you are getting close. Hope that you will consider a special meeting. There is no authority to stop this, especially regarding the medical marihuana.

Vern Gutknecht, 6880 Bunkerhill Rd.: Appreciate what you are doing. Once you let the genie out of the bottle you cannot put it back. Concerned that TC area will become the marihuana capital rather than the cherry capital. We are all still learning and some things scare me. Ask that the PC be conservative. The buffer zone ideas, conditions and screening between the establishments and the neighbors. Think the neighbors should be able to have input.

Public Hearing: None

Approval of Minutes:

MOTION by Dean, second by Jacobson to approve March 3, 2021, Meeting Minutes.

Roll call: Dean-yes; Jacobson-yes; Mangus-yes; Wroubel-yes; All in favor. Motion carried.

MOTION by Jacobson, second by Wroubel to approve March 24, 2021, Special Meeting Minutes, as amended.

Discussion: two changes

Roll call: Jacobson-yes; Mangus-yes; Wroubel-yes; Dean-yes. All in favor. Motion carried.

Correspondence: In the packet from Michael Corcoran wasn't included in the 3/24/2021 meeting. Ms. Mueller with a list of questions and concerns, and Linda Slopsema (add to next month's packet)

Reports:

Zoning Administrator Report, Hall: Bring a couple things to your attention. The PC is fortunate to get the amount and quality of public comment being received. Citizens Guide to Planning and Zoning is available at the township hall. It can be accessed online also.

Receive questions about short term rentals (STR) every day. Will be supplying information to the PC for review.

Lots of calls regarding real estate along M72. M72 is ripe for development. Mr. Grobbel is planning to attend at the next meeting.

Land Use Permits are on par with last year. Thank you to the public that are communicating on issues.

Have the language complete for the Major Home Occupations in ordinance format for the next meeting.

Chair's Report, Mangus: Intended to be in person. Thankfully we can still participate via Zoom,

Township Board Rep., Not Available

ZBA Representative, Not Available

Committee Reports: None.

Additional Items: None.

Unfinished Business:

1. Major Home Occupation – minor adjustment to 25.22D. Text will be available at the next regular meeting and we will schedule it with the next planned public hearing.
2. Township Master Plan – postponed to next month.
3. Draft Marihuana Ordinance discussion: Did we receive anything from the attorney regarding home grow indicating if we will have to address in the ordinance? Bob indicates that he did not hear from them. The attorney did put it in their draft. In the township general ordinance it doesn't include or exclude caregivers. The two general ordinances are specific. Will get input from the attorney.

Article 3 definitions

Residential District R1: Left in residential district if the care giver part needs to be dealt with.

Commercial District, special use permitted.

Village: A 500' setback would leave about 100 feet on the north of the district, the eastern portion and between M72 and Old M72 available. Jacobson indicates to drop the Village, Dean also, Wroubel also. Consensus to drop the Village District.

Industrial, special use permitted.

Special Use Permit (SUP) standards – Marihuana Grow and Process Establishments discussion: These are in addition to the general special use permits, specific to marihuana establishments.

Hours of operation has to be approved by the PC. If they want to make a change in established hours they would need to come back to the township for approval.

Off street parking and loading standards in Article 34 to be included in the site plan.

Landscape buffer, Article 33, Landscape Standards guidelines in the Commercial or Industrial as a distinction between properties of different uses. Each property's SUP would be unique. For instance Ginop put in a row of trees between their new building and the neighboring property. Does the buffer zone language apply to a large parcel with large setbacks? Does the current language account for setback differences? Change from shall provide a buffer to may be required. (Consensus) But reference the most restrictive buffer zone requirements.

Existing buildings and structures can be dealt with individually.

Lighting, Article 29, change to may be required. Leave the details with the SUP but reference the most restrictive regulations. Security lighting is addressed by the state and in the general ordinance. Artificial lighting and all lighting as addressed and agreed to at the last meeting.

Location: Keep the wording the same as in the general ordinances. Set backs would apply to dissimilar uses. A house in the ag district is still ag. A buffer would be part of the setback. Discussion of the 150' setback. Could have different size setbacks in the different districts. Set setback requirements. Exceptions to the setback would be considered for existing structures. Important to remember that all of the operations are inside the building. It is a commercial use. We must balance. People like the open space and agriculture. We need to keep as much agricultural as possible. Hemp is an agricultural product that will likely increase in the township. Setbacks will be for homes that exist before the establishment. Homes that build where these are already located will not be affected. Consensus at 200' but can come back to it. What are you accomplishing with the setback or buffer? These are tools to address issues.

Underlying zoning for that district.

Structure size standards, up to 40% of the total property size.

10 and 11 as previously decided and discussed.

Discussion of #12, principal use only. Bob and Kim will look at the verbiage also. Customary and incidental uses. Simple statement that any bona fide agricultural use would also be allowed. Primary and secondary uses need to be addressed.

Residential Cultivation, 37.60, is in here if we need to have a permitting procedure for caregivers. The general population does not know that there are basic standards that already exist. Consensus to include residential cultivation. Reference in #6. Residential cultivation in definitions and point them in the right direction.

Reference in SUP pointing to 37.60.

Consensus to do a special meeting to keep this moving.

New Business

1. Master Plan Review presentation - postponed.

Next meeting: April 22, 2021, Agenda item: Marihuana ordinance.

Next Regular Meeting is scheduled for May 5, 2021

Agenda: Master Plan Review; Marihuana ordinances

Tabled items: RC District review and Event Barns review

Public Comment:. Chris Hubbell 8055 Park Rd., doing a thorough job – thank you. Might want to consider using the term greenbelt instead of a buffer zone. State of Michigan dictates security and fencing.

Michelle Mueller: How many processing facilities are we talking about? (open discussion with commissioners) Five medical and five recreational establishments are allowed per the general ordinances. All grow is indoors. Is ethanol used in the processing? Processing is more complicated than the grow. There can be odor issues with grow and processing. Would it be possible to require a certain amount of acreage? The PC is recommending percentage based size standard rather than the parcel size. Process and grow goes hand in hand. Space, setbacks do not necessarily match to the parcel size. State allows medical in Ag. We have chosen to address recreation and medical the same since they are the same from the outside looking in. We were given the task of addressing the “where and how” in the zoning ordinance. Restrict the processing. Brief discussion regarding hemp waste. The state regulates odor and the zoning administrator will have the authority to address problems.

Rod Rebant, 648 Island View Dr. Pleased with the steps you are taking. Have the most restrictive set of zoning directives to make sure the homes, neighborhoods and members of the community are protected and have a feeling of voice in the township. However, I don't really see where there is a minimum parcel size being addressed. It sounds like anything in Ag is open to having these facilities. Do not see an attempt to manage it. I am also concerned about the impact on the environment, wetland, rivers, streams, marshes, etc. We should want someone to address from the environmental standpoint. We can say the state is taking care of, or the county but we do we know if they will address it? There will be a lot of community backlash as people have no idea what is coming down the pipe. Thank you. There are a lot of questions that need to be addressed.

This zoning ordinance will be run through the attorney after the ZA looks at it then the Board will make the final decision.

Commission Discussion/Comments: none.

Continuing Education:

Adjournment: 9:00 p.m.

Respectfully Submitted
Lois MacLean,
Recording Secretary

**Whitewater Township
Parks and Recreation Advisory Committee
In-Person and VIA ZOOM
Minutes for Regular Meeting
April 12, 2021**

Call to order 7:07 p.m.

Roll Call: Butler, Hubbell, Melton

Zoom: Cosgrove, Traverse City, MI,

Absent: Slopsema

Also in attendance Clerk Goss

Set / Approve Agenda: Correction of the date of the minutes of March 8, agenda indicated January & February.

Declaration of Conflict of Interest: None

Public Comment: None

Approval of minutes:

Motion by Butler, second by Hubbell, to approve March 8, 2021, meeting minutes as adjusted. Roll call vote:
Butler-yes; Cosgrove-yes; Hubbell-yes; Melton-yes; Slopsema-na Motion carried.

Reports/Presentations/Announcements/Comments/Correspondence: None

Unfinished Business:

1. Hi Pray Park dug outs - quote discussion including brief history. The old dug outs have been removed. New quote from Perfect Fence is over a 300% increase in the price. Goss read through an email received from Perfect Fence with a run through of why the huge price increase. What are the options now? We have an engineered set of plans from Fleis & Vanden Brink.

- a. go to the board and ask for approval.
- b. ask if Perfect Fence will quote the materials only
- c. requote from others based on drawing
- d. go back to Beacon for a quote
- e. get an updated quote from Lynn Bartosik
- f. consider a cement block build

Melton would like us to get the free standing benches in and then concrete them in when we are ready.

Little League practice starts May 1.

Melton and Slopsema will work on additional quotes.

Hubbell will get info from Jacklyn steel for the frame. Labor, roof and fence would have to added.

Clerk has gotten the permit extended.

Should we go to the board and ask for the approval and work on getting different quotes trying to bring it down? There is \$16,755.00 in the budget already approved for dugouts. Can we move dollars from other project line items into the dugouts? Approximately \$15,000 short to make the project happen.

Clerk will order the stand alone benches and ask the board to add the \$15,000 additional expense.

2. Updates on projects: Benches for the park trails: Clerk indicates that if the one ranger comes back to work this year we may be able to go with less expensive rustic wood benches similar to what is already there.

WTP playground equipment, asking the board for \$18,000+ for the playground area. Jahrs can do it this year before the park opens.

Community clean-up day / Grand opening May 8, 10 a.m. – 3 p.m., at Hi Pray Park. Kasson Sand and Gravel diamond dust for both fields, same as last time, 34-35 yards, half on each field.

Kiosks are ready to go in after the playground at the park is done. Need to mark where the kiosks are going to go. BCNA will go in the same spot. Melissa will mark the Lossie Trail when the timing is right with Steve Jahrs.

3. Parks and Rec Plan: Melton sent the updated Rec Plan including the survey results.

Specific dates will be included when ready / completed.

Census data should be out by the end April.

Discussion of the beach and an additional beach location at WTP.

Staff description and organizational information is complete the way it is already stated.

Accessibility evaluation, there has not been enough changes to warrant getting a new evaluation.

Resources / Inventory / Self Certification check list – Cheryl.

Status report for all DNR grant funded projects: the boat launch project should be included as in-progress with expected completion of spring of 2022. BCNA management plan requirements – can indicate that most of the trails were cleaned up after an August 2015 storm that caused heavy damage.

Melton will send the draft plan out for the next meeting.

New Business:

1. None.

Next regular meeting: May 10, 2021.

Agenda: Rec Plan review;

Public Comment: None

Adjournment: 9:15 p.m.

Respectfully submitted,
Lois MacLean
Recording Secretary

WHITEWATER TOWNSHIP PLANNING COMMISSION
MINUTES FOR SPECIAL MEETING via ZOOM
April 22, 2021

Call to Order at 7:00 p.m.

Roll Call: In person: Dean, Jacobson, Mangus, Wroubel

No Board Representative or ZBA Representative available

Also in attendance: Recording Secretary MacLean

Set / Adjust Agenda: Set

Declaration of Conflict of Interest: None.

Public Comment: Longview Ranch – Kim Elliott, Crisp Rd.: Mangus read through letter: no problem with marihuana, have a problem with the manner in which the township is proceeding. Need to slow down. Listen to the public. Need a vote of the people.

Linda Slopsema, 9693 Miami Beach Rd., The current draft allows for grow and process in the Ag District. Ag is intermixed with many residences. Some ways to address issues would be to use larger setbacks. Why not use the 500' setback. Structures allowed without a primary residence. We love where we live. The zoning will make a substantial change. It is about protecting all property owners. Concerned about property values. Strike an equitable balance between business and individuals.

Chris Hubbell 8055 Angel Rd., I keep hearing that inside growing will impact property values. It will not. I don't need a vote of the people to tell me what I am going to do with my property. Many farmers feel the same way. (In Ag)A farmer can build a building without having a house.

Bob Hall: Just wanted to let the commission know that Kim is putting this together in order so it will be easier for the attorney to go through it. The attorney will add some specific legal language type things. There will be a severability clause. There is official language needed to become an ordinance.

Public Hearing: None

Special Meeting Business:

1. Marihuana zoning ordinance standards: (Referring to the draft) Items in red are things changed previously, per our discussion. 25 will be 25.22 E, following the layout of the ordinance.

Definitions: okay

District Amendments: Bob notes that under each district it should indicate both the grower and processor, separated, having four under each district. Renumbering will also occur.

Ag District indicates additional requirements.

Ag District #11, send the question to the attorney regarding co-location. Discussion of carving out pieces of property and taxes. Is it required by state law? Bob indicates, per discussion with other assessors, an Ag exemption will be lost for at least part of the property. Do we have additional questions for the attorney? Why is this context coming up when it is not an issue in other circumstances?

Let Bob know if you have any additional questions and he can contact the attorney.

Move #5, which is specific to Ag, to the end since the rest of the standards are for all districts, commercial, industrial and ag.

Discussion of setback from residential property boundary vs. the residence. Different setbacks for grow and for processing? (no)

What are the hazards people bring up? Not understanding the thinking that processing is more of a problem than growing where both things are happening within a building. The state regulates the nuisance issues. The concern is if the state will actually regulate and keep up with problems?

Could be a concern that a big business coming in with lots of money may come in and make something look very different than we think. The market will dictate and it will self-regulate. The growers and processors do not want visibility. This does allow farmers to keep farm land open, as current residents and people who move to this area indicate they want.

Add/change the wording to "existing residential dwelling. . ." in the current #5 d.

What do we consider the establishment? The building? The fence? The light line? The driveway?, The buffer?

500' setback cannot be met with a 50'x100' on a square forty acre parcel. Need to define marihuana establishment.

500' from schools, parks, etc., is established by the state.

Could make it a number of feet from the residence and not the property line.

What setback do we want to utilize to send to the attorney? Compromise: 300 from the residence or property line? Use the language as in the current #6 "Establishment is issued an initial permit..." Include a lot line restriction and a residential dwelling. 300' from an existing residential dwelling. 200' from the property line of an established (existing) residential district, established residential development, or district in which the use is not permitted property line.

Create a definition for a residential development which would include subdivision, condominium development intended for residential use and PUD for Article 3.

#11 is a question for the attorney.

37.60 Residential Cultivation – question to the attorney as previously discussed regarding how it fits with the General Ordinances 59 & 60. Commission would prefer minor language and not regulate as it has not been an issue previously.

Use both terms, establishments and facilities or create a term that means both. Let the attorney address.

Kim will edit and get it to Bob.

Motion by Dean, second by Jacobson to forward the edited draft to Zoning Administrator Hall to forward to the attorney for review and consultation.

Roll call: Dean-yes; Jacobson-yes; Mangus-yes; Wroubel-yes. Motion carried.

Next Regular Meeting is scheduled for May 5, 2021. Grobbel will be joining us regarding the Master Plan review; address the draft zoning ordinance, if appropriate.

Public Comment: Michelle Mueller, 7482 Cook Rd. When you say you do not know what the processing is, that concerns me. That information is available on-line. These are 24 hour processes. You have the opportunity to do this right and protect all people involved. Cover the "what ifs" as much as possible.

Dean notes that the reference to not knowing is regarding the fact that not all processing is going to be the same. We don't know what any particular establishment may possibly do. We are trying to strike a balance.

Zoom: Vern Gutknecht 6880 Bunkerhill Rd., very impressed with the open dialog and how well you are doing working on this. We need to do what we can to keep self serving out of the township (as the politicians in DC seem to do).

Linda Slopsema: appreciate the thoughtful work. You have probably 30 days to dig in and get more information for some of the issues of property values and the nuisances and compliance problems. Encourage you to come out of the gate conservatively to avoid the problems. Don't want residents or businesses stuck.

Commission Discussion/Comments: We need to discuss retail. We will need to be informed regarding provisioning centers / dispensaries. Grow and Processing are more farming type related. People will need to know that we are not dealing with the retail sales.

Pros and cons are subject to a referendum. People can make a referendum to open a dispensary which has not been approved by the board, just as they can do a referendum to stop the recreational grow and process that has been approved by the board.

Adjournment: 8:58 p.m.

Respectfully Submitted
Lois MacLean,
Recording Secretary

Grand Traverse Sheriff's Office Citation, Accident & Arrest Statistics

April 2021

Location	Citations	Traffic Crashes			Arrests		Traffic Crash Totals
		Fatal	PIA	PDA	OWI	Criminal	
01 Acme	9	0	3	7	0	1	10
02 Blair	23	0	4	14	3	13	18
03 East Bay	30	0	6	17	5	19	23
04 Fife Lake	1	0	1	7	0	0	8
05 Garfield	71	1	8	47	5	36	56
06 Grant	0	0	0	3	0	0	3
07 Green Lake	3	0	2	9	0	3	11
08 Long Lake	5	0	0	10	3	3	10
09 Mayfield	3	0	2	4	1	1	6
10 Peninsula	2	0	0	2	0	0	2
11 Paradise	2	0	1	5	0	3	6
12 Union	0	0	0	2	0	0	2
13 Whitewater	5	0	1	1	0	0	2
29 Fife Lake Vlg	0	0	0	0	0	2	0
30 Kingsley Vlg	0	0	0	0	0	1	0
66 Traverse City	1	0	1	0	0	22	1
84 Out of County	0	0	0	0	0	5	0
Totals	155	1	29	128	17	109	158

Ticket stats are based on what District Court has entered as of 5/10/21.

Arrest stats are as of 5/10/21.

Grand Traverse Sheriff's Office Citation, Accident & Arrest Statistics

May 2021

Location	Citations	Traffic Crashes			Arrests		Traffic Crash Totals
		Fatal	PIA	PDA	OWI	Criminal	
01 Acme	12	0	1	11	1	3	12
02 Blair	46	0	2	16	1	12	18
03 East Bay	36	0	3	16	1	15	19
04 Fife Lake	6	0	0	4	0	4	4
05 Garfield	99	0	7	61	14	45	68
06 Grant	0	0	2	3	0	0	5
07 Green Lake	10	0	1	9	1	4	10
08 Long Lake	1	0	1	10	0	0	11
09 Mayfield	5	0	2	4	2	2	6
10 Peninsula	0	0	0	9	1	2	9
11 Paradise	4	0	0	7	0	2	7
12 Union	0	0	0	1	0	0	1
13 Whitewater	4	0	0	4	0	1	4
29 Fife Lake Vlg	0	0	0	2	0	0	2
30 Kingsley Vlg	3	0	1	1	1	1	2
66 Traverse City	2	0	1	1	4	23	2
84 Out of County	0	0	0	0	1	8	0
Totals	228	0	21	159	27	122	180

Ticket stats are based on what District Court has entered as of 6/01/21.

Arrest stats are as of 6/01/21.

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections - Chicago Regional Office
230 South Dearborn Street, Suite 3130
Chicago, Illinois 60604
(312) 596-4430 Office - (312) 596-4460 Facsimile

RECEIVED
6-1-21
C

In reply refer to: P-3030

May 26, 2021

VIA Electronic Mail

Mr. Mark Stone
Antrim County Operator of Dams
stonem@antrimcounty.org

Re: April 26, 2021 - Submittal of EAP Exemption Requirements - Elk Rapids
Hydroelectric Project, FERC No. P-3030


Dear Mr. Stone:

The FERC received the referenced submittal providing review of upstream and downstream conditions at the Elk Rapids Hydroelectric Project (FERC No. 3030). It was determined that there have been no changes that would affect the dam's current hazard potential classification.

The exemption submittal contains the information for complying with 18 C.F.R., Part 12, Subpart C, § 12.21(c)(1) Conditions of Exemptions [from an EAP]. If you learn of any change in circumstances in that a project emergency might endanger life, health, or property, you must inform the Chicago Regional Engineer within 60 days. Otherwise, the next review of upstream and downstream conditions is due by **December 31, 2021**.

If there are any questions regarding this letter, contact Mr. Chad Blackney, P.E. at (312) 596-4445 or at Chad.Blackney@ferc.gov or me at (312) 596-4430.

Sincerely,



for John A. Zygaj, P.E.
Regional Engineer

From: S and K <skmangus@ymail.com>
Sent: Monday, March 29, 2021 3:22 PM
To: Cheryl A. Goss; Ron Popp; Zoning Administrator; Della Benak; Paul Hubbell; Dito115; Mickey Dean; Lois Maclean; Carlyle Wroubel; Renee's House of Quilting; TWP PC Ted Hooper; me; Mike Jacobson
Subject: Re: Deadlines for Planning Commission Agenda/Package Materials

Ms. Goss, Township Board Members, and Neighbors of Whitewater Township,

First, I do not have any problem with the Wednesday guideline for agenda packets to Lois and I agree with a Friday guideline for distribution. This has not been a longstanding problem however I agree that there were some issues this month.

Second, As you are aware, the agenda for this special meeting was provided about two weeks prior to the meeting date to accommodate Lois' time off and extra meeting postings. The agenda was the only document needed for our March 24th special meeting. The worksheet that I developed was distributed late on Friday night but under normal, non covid, circumstances, I would have handed it out at the meeting. When I realized that Lois would be gone until Monday, I sent the information to the PC and Township Board myself. As you noted, I have never been granted access to the website or PC mailing list so it was not possible to distribute to the general public.

Third, As for providing the PC and public preparation time, everything in our packet, except the worksheet, was a repost of previously posted information. I was not withholding anything. Sending it out together was just for convenience.

As for the extra documents that I requested from Lois on Monday, be specific. I requested a copy of the final approved versions of General Ordinances 59, and 60. Our PC had been working with an unapproved draft copy. After weeks of telling residents that the documents were available on our website, I found that they could not be located. These ordinances were "published" December 20th, why aren't they on our website in a prominent location, like the front page? What good is an ordinance that is published where no one can read it? This is the document that I asked Lois to locate. These ordinances are on a subject that is very sensitive to many of our residents, the introduction of 310 marijuana grow and processing facility licenses in our community. These are easily the most significant pieces of legislation passed by this board to date. We should not be compounding the issue with a lack of transparency and a lack of accountability. **Please respect our citizenry and post these for the general public immediately.**

Finally, I do object to the manner in which this issue was addressed. Cheryl, you do not need anyone's permission to call me or write an email requesting that I provide Lois with more time to prepare. This was an inappropriate Board discussion, in an open meeting, not on the agenda, at which you deliberated and came to a conclusion. Please note that this was a violation of the open meetings act and nothing more than a deplorable attempt to discredit and disrespect me and my work on the planning commission.

I am proud of my service on the Planning Commission and I believe that we are doing an excellent job despite an unnecessarily challenging work and political environment. If the board had taken 59

and 60 to a vote of the people, this would not be the powder keg of discontent it has become. If you showed your community, volunteers, commissioners, and fellow board members a bit more common courtesy and respect, you might have a few less vacancies on our boards and a much more unified community.

Kim Mangus

On Thursday, March 25, 2021, 10:40:08 AM PDT, Cheryl A. Goss <clerk@whitewatertownship.org> wrote:

Hello Kim –

On the morning of 3/23, it was brought to my attention by Lois that you called her on Monday, 3/22, requesting that several documents (38+ pages) be placed in the planning commission 3/24 special meeting packet. Additionally, you sent her an e-mail at 11:29 p.m. last Friday evening, 3/19, with documents for the 3/24 agenda/packet. All of this resulted in the planning commission packet not being distributed to planning commission members or the public until the day before the special meeting. Lois further indicated that she communicated with you prior to leaving on vacation to let you know she needed to have the agenda and packet information no later than 3/18 and would assemble and distribute the packet on Friday, 3/19.

Information and documents supplied for any board, commission, or committee meeting agendas/packets must be supplied far enough in advance to give everyone, including your fellow planning commissioners, the zoning administrator, and the public a sufficient amount of time to read the documents and, where they may have questions, to conduct independent research ahead of the meeting at which the agenda items and/or documents are to be discussed.

Additionally, Lois is a part-time employee of the township only, with other employment, and is not available on weekends or short notice to assemble and distribute planning commission packets.

A few years ago, the township board set a deadline by which materials for our meeting packets must be submitted and another deadline for that material to be distributed to board members and the public. These deadlines promote accountability and transparency with the public we all serve.

Similarly, a deadline has been established by which all planning commission agenda and packet materials must be delivered to Lois in order that she has sufficient time to assemble and distribute the agenda/packet documents, including posting to the township website. That deadline is no later than 5 p.m. five (5) business days before a planning commission regular or special meeting. Additionally, the agenda/packet must be distributed to planning commission members and the public no later than four (4) business days before a meeting.

As an example, for the next planning commission regular meeting scheduled for Wednesday, April 7, all agenda and packet materials must be provided to Lois by 5:00 p.m. on Wednesday, March 31. On April 1, Lois will be responsible for assembling and distributing the planning commission packet at a time of her choosing but no later than 5:00 p.m.

These deadlines are effective immediately. Any additional agenda items or documents that pop up after Lois has posted and distributed the agenda/packet will be your responsibility to distribute.

I brought these issues to the attention of the township board at their 3/23 meeting under Board Comments/Discussion. As a result of the discussion at that meeting, the board was in agreement that having planning commission agenda/packet materials provided to Lois no later than 5:00 p.m. five (5) business days before a meeting, and Lois assembling and distributing those materials no later than four (4) business days before a meeting, will better serve the planning commission, the zoning administrator, the recording secretary, and the public.

Thank you in advance for your cooperation in this regard.

Cheryl A. Goss, MIPMC

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

Office Hours: Mon/Tue/Wed/Thurs 9:00 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.

From: Networks Northwest <dan.boss.networksnorthwest.org@delivery5.emailcontact.com> on behalf of Networks Northwest <dan.boss@networksnorthwest.org>
Sent: Thursday, May 27, 2021 9:15 AM
To: supervisor@whitewatertownship.org
Subject: Networks Northwest eNews



**Networks
Northwest**

Talent / Business / Community

Networks Northwest

PO Box 506

Traverse City, MI 49685-0506

(231) 929-5000

dan.boss@networksnorthwest.org

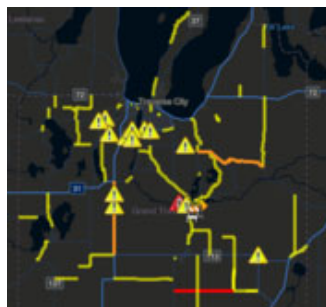
www.networksnorthwest.org

May 2021

Community Development

Interactive Road Construction Project Map for Grand Traverse County Live Online

The Interactive Road Construction Map, developed through a collaborative effort by members of Traverse Transportation Coordinating Initiative (TTCI) and managed by the Grand Traverse County Road Commission, will help people keep track of road construction projects in Grand Traverse County.



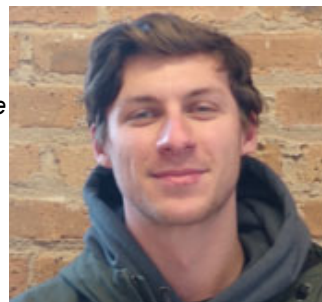
[Interactive Road Construction Map Information](#)

New Report Looks at The Housing Picture in Northwest Michigan

Results!

"Michigan Works! is helpful with resumes, job development, and career planning, and are available to assist and guide you moving forward in your career."

Conor Smith
Northwest Michigan Works! Customer



Did you know?



In April of 2021 Northwest Michigan Works! provided services to 110 *new* customers.

[Northwest Michigan Works!](#)



The report looks at the supply and cost of housing in Northwest Lower Michigan and how the housing supply impacts regional growth and economic development.

[Housing Report](#)

Business and Economic Development

SBDC Offers New Webinar Series to Help Businesses Grow



The "Bridging the Million Dollar Gap" webinar series will connect existing business owners to a powerful network of specialists and discuss how to engage professional advisors to make the most of their time and money.

[Webinar Series Information](#)

PTAC Webinars for Businesses

Topics for upcoming training webinars offered by the Northwest Michigan PTAC include *Doing Business With the National Park Service* on June 3 and *Leveraging Success to Win Future Awards* on June 24.



[PTAC Webinar Information & Registration](#)

Michigan WORKS! and Talent Development

Manistee County Launches Michigan's First Police Officer Apprenticeship

Northwest Michigan Works! in a partnership with the Manistee County Sheriff has launched a unique US Department of Labor registered apprenticeship for Police Officers.



[Police Officer Apprenticeship Story](#)

SEEDS Launches Innovative Green-Collar Apprenticeship



A first-of-its-kind apprenticeship program in northern Michigan will help prepare young workers for careers in the environmental sectors of the economy.

[Green-Collar Apprenticeship Story](#)

Cadillac JMG Students Help the Homeless and Others in Need

Students in the Jobs for Michigan's Graduates (JMG) program offered at Cadillac Junior High School sewed tote bags and filled them with toiletries, socks, and snacks for the homeless and others in need.



[JMG Tote Bags Story](#)

About Networks Northwest

Networks Northwest delivers programs and services for the 10 counties of northwest Michigan. Our primary service categories are: workforce development; business & economic development; and community development.



The highlights in this eNewsletter are just a sampling of Networks Northwest's programs and initiatives. For more comprehensive information about Networks Northwest programs, follow us on [Facebook](#), [Twitter](#), [YouTube](#), and visit our website at: networksnorthwest.org

Basics of Exporting Virtual Training

These live virtual sessions, offered June 9 and 10 by the Van Andel Global Trade Center, will provide a foundational understanding of the most important things you need to know to be a successful exporter.



[Basics of Exporting Information & Registration](#)

Networks Northwest | PO Box 506 | Traverse City, MI 49685-0506



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GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

DATE: Monday, April 19, 2021

TO: Local Government Officials

FROM: Rod Taylor, Administrator

SUBJECT: Planning for the use of the American Rescue Plan

On March 11, 2021, the federal government enacted the American Rescue Plan Act (ARPA) to provide over \$4 billion to local governments in the State of Michigan. While there is currently no federal guidance on this legislation, many local governments have already started discussing how they may utilize this unprecedented opportunity. Additionally, as we await further direction, such as the amount of money local governments may receive, when the money will be received, and how the funds can be utilized, please review the following suggestions. These suggestions can help you prepare and ensure that the money is used effectively to make transformative change for many years to come.

- **Timing** - Before allocating any resources, your local government needs to develop a plan; we recommend considering the following:
 - **Go slow** - No decisions need to be made today. It is essential to wait until more information is released on this program; for example, many current estimates are most likely incorrect. Time is on your side; entering contracts now may be premature until more specifics are known.
 - **Planning** - Use this time to update your strategic plan or develop your strategic plan if you do not have one. This will allow your community to identify its priorities and help aid in difficult decision-making when you have multiple competing interests. A well-developed strategic plan will help guide your community for years after ARPA.
 - **Long-term considerations** – The money does not have to be spent until 2024. Since revenues may be down for multiple years, do not make short-term decisions that put you at risk in the long-term. This is an opportunity to make transformational changes in your community, so take your time and make the best long-term decisions. The best way to do this is via your strategic plan.
- **Transparency** - Ensure you take full advantage of the public process by holding public hearings, discussing ARPA in newsletters, and using public input tools. While this is not a requirement, many of your stakeholders will be interested in how you plan to use these funds; being transparent upfront will help get the buy-in to support your community efforts.

- **Financial Stability** - The future is uncertain; use this time to review your financial position. Some of our local governments may not have enough reserves to handle unplanned events, now is the time to strengthen your financial position. Start by reviewing your fund balances and potential lost revenue projections over the next few years. While spending money on one-time projects that you wanted to do for several years might be nice, focus on projects that strengthen your long-term financial position and do not have increased long-term costs.
- **Documentation and Reporting** – The ARPA requires periodic reporting. While at this time we do not know what this will entail, but we recommend ensuring that you are prepared by establishing good recording keeping now. Depending on the dollar amount of federal money received, you may be required to submit a single audit.
 - **Single Audit** – By receiving these funds, you are required to have certain policies and procedures in place. Additionally, you may need to do a single audit. Before receiving the funds, talk with your auditor to make sure you are prepared. For more information on single audits, we recommend watching our [COVID-19 Updates and Resources for Local Governments webinar](#) from January 19, 2021.

For some communities, the ARPA will be a large portion of their budget; it may be a relatively small part of their budget for others. In either case, it is still valuable to develop strong plans now as it will help with overall decision-making. If you are willing, we would be interested in seeing your documented plans. This will help Treasury understand how this money is being used to help communities around the state and, more importantly, help guide us as we work proactively with assisting other communities. You can e-mail TreasLocalGov@michigan.gov.

Lastly, if you did not have an opportunity to attend our Updates and Resources for Local Governments webinar on March 23, 2021, where we provided an update on the CARES Act grant and ARPA, you can view the [presentation](#) and watch the [recording](#) by visiting www.michigan.gov/cefd and clicking on Webinar, Education, & Training Resources. As the Michigan Department of Treasury gathers more information on ARPA, we anticipate having additional webinars to help keep you informed.

Sincerely,



Rod Taylor, Administrator
Community Engagement and Finance Division

From: Wayne Schoonover <wschoonover@gtcrc.org>
Sent: Monday, May 17, 2021 5:13 PM
To: supervisor@whitewatertownship.org
Cc: Rob Sullivan; Joe Slonecki
Subject: RE: Skegemog Point Road

Good afternoon Ron,

Let me check with Rob and Joe, but I believe that Rob has finished the estimate revision and Joe has reviewed. We've been having a number of discussions on Local Roads in house in relation to what our policy intention was and how we were interpreting it when providing estimates. At this point it looks as though we had been interpreting it in favor of the Township and had to adjust our estimate.

Our discussions also involved how the Local Roads are functioning and how that should play into future expanded funding potentials and more involvement of Twps in the selection of local road projects as we begin to look at shifting future year millage funds toward our local roads system as the dollars become available because of the successful current asset management plan.

I am out of the office tomorrow, but let me follow up with you on Wednesday as to Skegemog Point Rd revised estimate and our review.

Thank you,

Wayne A. Schoonover, PE

Wayne A. Schoonover, PE
Grand Traverse County Road Commission



From: supervisor@whitewatertownship.org <supervisor@whitewatertownship.org>
Sent: Monday, May 17, 2021 11:52 AM
To: Wayne Schoonover <wschoonover@gtcrc.org>; Rob Sullivan <rsullivan@gtcrc.org>
Cc: supervisor@whitewatertownship.org; Dave Hauser <dave@davehauser.net>
Subject: Skegemog Point Road

Hello Wayne –

Looking for an update on Skegemog Point Road. What can you share?

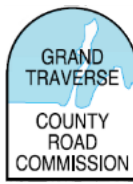
Many thanks,

Ron Popp
Whitewater Township Supervisor
5777 Vinton Road, P.O. Box 159

Williamsburg, Michigan 49690

231.267.5141 X 23

supervisor@whitewatertownship.org



*"Our mission is to upgrade and maintain
a safe and efficient road system"*

Date: June 2nd, 2021

To: Ron Popp
Supervisor, Whitewater Township

From: Rob Sullivan
Project Engineer, Grand Traverse County Road Commission

Re: Skegemog Point Road
Opinion of Probable Construction Cost

This revised estimate reflects changes requested by Whitewater Township to the proposed project of Skegemog Point Road, M-72 to its northern end, approximately 2.99 miles:

Segment 1 -Station 0+00 (M-72) northerly to Station 109+00 (200' south of Shadow Lane - Pvt), 2.06 miles:

Fix A: HMA Wedging with Chip Seal

Existing HMA surface would be wedged to improve ride quality followed by a chip seal. Per policy, GTCRC cost sharing would be 60%.

Fix B: HMA Paved Shoulders

Shoulder trenching would provide 4" of aggregate base for 3' paved shoulders. Drainage improvements would include: HMA curb where necessary, spillways and riprap, ditching, a cross-culvert extension, and driveway culverts. Roadside slopes would be flattened at the GTCRC's discretion. Any area(s) of severe HMA distress would be undercut and receive full-width HMA replacement. GTCRC cost sharing would be 30%.

Fix C: Crush & Shape

Existing road surface would be pulverized and recycled in place. Trenching would provide 6" of aggregate base for widening. 11' HMA lanes, 3' HMA shoulders, and 1' gravel shoulders. Total proposed HMA thickness is 3.5". Includes all **Fix B** drainage and roadside improvements. GTCRC cost sharing would be 25%.

Segment 2 - Station 109+00 northerly to Station 154+20 (Fairview Ave - Pvt), 0.86 miles:

Existing shoulders would be trenched to a depth of 4" and filled with new aggregate base. Material produced by trenching operations would be used as fill to eliminate edge drop from the proposed corridor to the existing ground surface. The existing HMA roadway would be crushed and shaped to provide 10' HMA lanes, 1' HMA shoulders, and 1' gravel shoulders. The proposed HMA surface thickness is 3.5".

By request, drainage improvements and tree removals would be limited. Tree removals would be restricted to those that pose a risk of damage to GTCRC snow removal equipment and other vehicles. Tree removals and ditching locations would be reviewed with the Township during the design phase. Due to the requested design constraints, the GTCRC cannot participate in cost sharing; 100% Township funded.

Segment 3 - Station 154+20 (Fairview Ave - Pvt) to Station 158+11, 391':

HMA overlay of 2". Drainage improvements would include driveway culverts and ditching.

The Township may elect to crush & shape this lake access road for an additional ~\$14,000. Either option would be eligible for 25% GTCRC cost sharing.

Segment geometry and estimated construction costs can be found on page 3, *Table 1: Summary & Estimated Costs*

Table 1: Summary & Estimated Costs

Station 0+00 – 109+00	Segment 1 – <u>Fix A</u>: HMA Wedging with Chip Seal Length (ft):	10,900
Station 0+00 – 109+00	Segment 1 – <u>Fix B</u>: HMA Paved Shoulders Length (ft): Existing HMA Surface Average Width (ft): Proposed HMA Shoulder Width (ft): Proposed HMA Curb Width (where applicable) (ft): Proposed Gravel Shoulder Width (where applicable) (ft): Total Proposed Corridor Width (ft):	10,900 20 3 1.5 1 28-29
Station 0+00 – 109+00	Segment 1 – <u>Fix C</u>: Crush & Shape Length (ft): Existing HMA Surface Average Width (ft): Proposed HMA Lane Width (ft): Proposed HMA Shoulder Width (ft): Proposed HMA Curb Width (where applicable) (ft): Proposed Gravel Shoulder Width (where applicable) (ft): Total Proposed Corridor Width (ft):	10,900 20 11 3 1.5 1 30-31
Station 109+00 – 154+20	Segment 2 – Crush & Shape Length (ft): Existing HMA Surface Width (ft): Proposed HMA Lane Width (ft): Proposed HMA Shoulder Width (ft): Proposed HMA Curb Width (where applicable) (ft): Proposed Gravel Shoulder Width (where applicable) (ft): Total Proposed Corridor Width (ft):	4,520 18-20 10 1 1.5 1 24-25
Station 154+20 – 158+11	Segment 3 – HMA Overlay 2" HMA Overlay Length (ft):	391
Stations	Summary	
0+00 – 109+00	Segment 1 <u>Fix A</u> Estimated Construction Cost:	\$ 149,454.53
0+00 – 109+00	Segment 1 <u>Fix A+B</u> Estimated Construction Cost:	\$ 584,271.89
0+00 – 109+00	Segment 1 <u>Fix C</u> Estimated Construction Cost:	\$ 897,074.72
109+00 – 154+20	Segment 2 Estimated Construction Cost:	\$ 261,878.90
154+20 – 158+11	Segment 3 Estimated Construction Cost:	\$ 13,703.50

Total estimated project costs and GTCRC cost sharing information can be found on page 4, *Table 2: Project Selection*.

Table 2: Project Selection

Total Estimated Project Cost with Segment 1: Fix A

Estimated Construction Total:	\$	425,036.93
Design Engineering (10% of Construction Est.)	\$	42,503.69
Construction Oversight (15% Construction Est.)	\$	63,755.54
Overhead (8.5%)	\$	45,160.17
Total Estimated Cost:	\$	576,456.34
60% Segment 1, <u>Fix A</u> GTCRC Cost Sharing:	\$	(121,618.62)
25% Segment 3 GTCRC Cost Sharing:	\$	(4,646.34)
Total Estimated Cost to Township:	\$	450,191.37

Total Estimated Project Cost with Segment 1: Fix A + B

Estimated Construction Total:	\$	859,854.29
Design Engineering (10% of Construction Est.)	\$	85,985.43
Construction Oversight (15% Construction Est.)	\$	128,978.14
Overhead (8.5%)	\$	91,359.52
Total Estimated Cost:	\$	1,166,177.38
60% Segment 1, <u>Fix A</u> GTCRC Cost Sharing:	\$	(121,618.62)
30% Segment 1, <u>Fix B</u> GTCRC Cost Sharing:	\$	(176,916.31)
25% Segment 3 GTCRC Cost Sharing:	\$	(4,646.34)
Total Estimated Cost to Township:	\$	862,996.10

Total Estimated Project Cost with Segment 1: Fix C

Estimated Construction Total:	\$	1,172,657.12
Design Engineering (10% of Construction Est.)	\$	117,265.71
Construction Oversight (15% Construction Est.)	\$	175,898.57
Overhead (8.5%)	\$	124,594.82
Total Estimated Cost:	\$	1,590,416.22
25% Segment 1, <u>Fix C</u> GTCRC Cost Sharing:	\$	(304,164.40)
25% Segment 3 GTCRC Cost Sharing:	\$	(4,646.34)
Total Estimated Cost to Township:	\$	1,281,605.48

The attached estimate was created using the MERL (Michigan Engineers' Resource Library) estimating system. A 10% cost of construction was used for a contingency. Please note the attached Opinion of Probable Cost is subject to the following conditions:

- The attached costs are based on preliminary information. The actual site conditions may result in variation of the unit prices or items. It was assumed the material beneath the existing roadway can be reused as subbase.
- Actual construction bids may vary significantly from the attached Opinion of Probable Construction Cost due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of the Grand Traverse County Road Commission
- This estimate assumes all work is completed in one year as a complete project. Options exist for completion in phases over multiple years.

We appreciate the continued communication and look forward to working with you in the future. Please feel free to contact me anytime.



Rob Sullivan
Project Engineer
Grand Traverse County Road Commission
1881 LaFranier Rd.
Traverse City, MI 49696
231-922-4848 ext. 210
rsullivan@gtcrc.org

CC Brad Kluczynski
Phil Masserant
Wayne Schoonover
Joe Slonecki

Engineer's Opinion of Costs

Project Number: 20E013 - Fix A: Wedge/Chip

Project Engineer: Joe Slonecki

Estimate Number: 1

Date Created: 12/11/2020

Project Type: Miscellaneous

Date Edited: 4/1/2021

Location: M-72

Fed/State #:

109+00

Fed Item:

Description: Wedge & Chip

Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	5010056	HMA, 5E1 HMA Wedging	1,200.000	Ton	\$70.00	\$84,000.00
0002	5020003	Overband Crack Fill, Lane	4.129	Lnmi	\$1,875.00	\$7,741.88
0003	5047011	_ Seal, Fog, Modified	24,222.000	Syd	\$0.36	\$8,598.81
0004	5057011	_ Seal, Single Chip, Modified	24,222.000	Syd	\$1.93	\$46,821.13
0005	8110231	Pavt Mrkg, Waterborne, 4 inch, White	21,800.000	Ft	\$0.06	\$1,308.00
0006	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	16,412.000	Ft	\$0.06	\$984.72

Estimate Total: \$149,454.53

Engineer's Opinion of Costs

Project Number: 20E013- Fix B: HMA
Estimate Number: Shoulders
 1
Project Type: Miscellaneous
Location: M-72
 109+00
Description: HMA Shoulders

Project Engineer: Joe Slonecki
Date Created: 4/1/2021
Date Edited: 4/1/2021
Fed/State #:
Fed Item:
Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	2010001	Clearing	1.000	Acre	\$10,000.00	\$10,000.00
0002	2020002	Tree, Rem, 19 inch to 36 inch	1.000	Ea	\$750.00	\$750.00
0003	2020004	Tree, Rem, 6 inch to 18 inch	10.000	Ea	\$250.00	\$2,500.00
0004	2027002	_ Ditching	18.000	Sta	\$500.00	\$9,000.00
0005	2050010	Embankment, CIP	5,300.000	Cyd	\$6.00	\$31,800.00
0006	2050041	Subgrade Undercutting, Type II	690.000	Cyd	\$18.00	\$12,420.00
0007	3020001	Aggregate Base	2,502.000	Ton	\$18.00	\$45,036.00
0008	3020001	Aggregate Base Undercut/Culvert Replacement	240.000	Ton	\$18.00	\$4,320.00
0009	3050002	HMA Base Crushing and Shaping Undercut/Culvert Replacement	549.000	Syd	\$1.50	\$823.50
0010	3070121	Shoulder, CI II	136.000	Ton	\$25.00	\$3,400.00
0011	3070200	Trenching	218.000	Sta	\$155.00	\$33,790.00
0012	3080010	Geotextile, Stabilization	520.000	Syd	\$2.00	\$1,040.00
0013	4010015	Culv End Sect, 15 inch	8.000	Ea	\$250.00	\$2,000.00
0014	4010104	Culv End Sect, Metal, 60 inch	2.000	Ea	\$1,800.00	\$3,600.00
0015	4010208	Culv, CI A, CSP, 60 inch	60.000	Ft	\$167.00	\$10,020.00
0016	4010608	Culv, CI F, 15 inch	120.000	Ft	\$28.00	\$3,360.00
0017	4040073	Underdrain, Subgrade, 6 inch	300.000	Ft	\$9.50	\$2,850.00
0018	4040093	Underdrain Outlet, 6 inch	40.000	Ft	\$16.00	\$640.00
0019	4040113	Underdrain, Outlet Ending, 6 inch	4.000	Ea	\$135.00	\$540.00
0020	5010050	HMA, 4E1	1,035.000	Ton	\$65.00	\$67,275.00
0021	5010050	HMA, 4E1 Undercut/Culvert Replacement	40.000	Ton	\$65.00	\$2,600.00
0022	5010056	HMA, 5E1	196.000	Ton	\$70.00	\$13,720.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0023	5010056	HMA, 5E1 Undercut/Culvert Replacement	31.000	Ton	\$70.00	\$2,170.00
0024	5047011	_ Seal, Fog, Modified	9,812.000	Syd	\$0.36	\$3,483.26
0025	5057011	_ Seal, Single Chip, Modified	9,812.000	Syd	\$1.93	\$18,966.60
0026	6037050	_ Headwall Removal	1.000	Ea	\$7,000.00	\$7,000.00
0027	8057001	_ HMA Curb, Modified	15,270.000	Ft	\$1.00	\$15,270.00
0028	8070095	Post, Mailbox	25.000	Ea	\$85.00	\$2,125.00
0029	8130010	Riprap, Plain	356.000	Syd	\$53.00	\$18,868.00
0030	8147011	_ HMA Spillway	510.000	Syd	\$20.00	\$10,200.00
0031	8160100	Slope Restoration, Type A	3,000.000	Syd	\$2.50	\$7,500.00
0032	8160102	Slope Restoration, Type C	19,500.000	Syd	\$4.50	\$87,750.00
Estimate Total: \$434,817.36						

Engineer's Opinion of Costs

Project Number: 20E013 - Fix C: Crush &
Estimate Number: Shape
 1
Project Type: Miscellaneous
Location: M-72
 109+00
Description: C&S

Project Engineer: Joe Slonecki
Date Created: 3/31/2021
Date Edited: 4/1/2021
Fed/State #:
Fed Item:
Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	2010001	Clearing	1.000	Acre	\$10,000.00	\$10,000.00
0002	2020002	Tree, Rem, 19 inch to 36 inch	1.000	Ea	\$750.00	\$750.00
0003	2020004	Tree, Rem, 6 inch to 18 inch	10.000	Ea	\$250.00	\$2,500.00
0004	2027002	_ Ditching	18.000	Sta	\$500.00	\$9,000.00
0005	2050010	Embankment, CIP	3,300.000	Cyd	\$6.00	\$19,800.00
0006	2050041	Subgrade Undercutting, Type II	690.000	Cyd	\$18.00	\$12,420.00
0007	3020001	Aggregate Base	4,346.000	Ton	\$18.00	\$78,228.00
0008	3020001	Aggregate Base Undercut/Culvert Replacement	240.000	Ton	\$18.00	\$4,320.00
0009	3050002	HMA Base Crushing and Shaping	36,995.000	Syd	\$1.50	\$55,492.50
0010	3050002	HMA Base Crushing and Shaping Undercut/Culvert Replacement	549.000	Syd	\$1.50	\$823.50
0011	3070121	Shoulder, CI II	136.000	Ton	\$25.00	\$3,400.00
0012	3070200	Trenching	218.000	Sta	\$155.00	\$33,790.00
0013	3080010	Geotextile, Stabilization	520.000	Syd	\$2.00	\$1,040.00
0014	4010015	Culv End Sect, 15 inch	8.000	Ea	\$250.00	\$2,000.00
0015	4010104	Culv End Sect, Metal, 60 inch	2.000	Ea	\$1,800.00	\$3,600.00
0016	4010208	Culv, CI A, CSP, 60 inch	60.000	Ft	\$167.00	\$10,020.00
0017	4010608	Culv, CI F, 15 inch	120.000	Ft	\$28.00	\$3,360.00
0018	4040073	Underdrain, Subgrade, 6 inch	300.000	Ft	\$9.50	\$2,850.00
0019	4040093	Underdrain Outlet, 6 inch	40.000	Ft	\$16.00	\$640.00
0020	4040113	Underdrain, Outlet Ending, 6 inch	4.000	Ea	\$135.00	\$540.00
0021	5010050	HMA, 4E1	4,113.000	Ton	\$65.00	\$267,345.00
0022	5010050	HMA, 4E1 Undercut/Culvert Replacement	40.000	Ton	\$65.00	\$2,600.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0023	5010056	HMA, 5E1	3,134.000	Ton	\$70.00	\$219,380.00
0024	5010056	HMA, 5E1 Undercut/Culvert Replacement	31.000	Ton	\$70.00	\$2,170.00
0025	6037050	_ Headwall Removal	1.000	Ea	\$7,000.00	\$7,000.00
0026	8057001	_ HMA Curb, Modified	15,270.000	Ft	\$1.00	\$15,270.00
0027	8070095	Post, Mailbox	25.000	Ea	\$85.00	\$2,125.00
0028	8110231	Pavt Mrkg, Waterborne, 4 inch, White	21,800.000	Ft	\$0.06	\$1,308.00
0029	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	16,412.000	Ft	\$0.06	\$984.72
0030	8130010	Riprap, Plain	356.000	Syd	\$53.00	\$18,868.00
0031	8147011	_ HMA Spillway	510.000	Syd	\$20.00	\$10,200.00
0032	8160100	Slope Restoration, Type A	3,000.000	Syd	\$2.50	\$7,500.00
0033	8160102	Slope Restoration, Type C	19,500.000	Syd	\$4.50	\$87,750.00
Estimate Total: \$897,074.72						

Engineer's Opinion of Costs

Project Number: 20E013 - C&S: Seg 2
Estimate Number: 1
Project Type: Miscellaneous
Location: 109+00
 154+20
Description: C&S w/3.5" HMA Overlay

Project Engineer: Joe Slonecki
Date Created: 12/11/2020
Date Edited: 4/1/2021
Fed/State #:
Fed Item:
Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	2020004	Tree, Rem, 6 inch to 18 inch	2.000	Ea	\$250.00	\$500.00
0002	2050010	Embankment, CIP	200.000	Cyd	\$6.00	\$1,200.00
0003	3020001	Aggregate Base	656.000	Ton	\$18.00	\$11,808.00
0004	3050002	HMA Base Crushing and Shaping	12,053.000	Syd	\$1.50	\$18,079.50
0005	3070021	Approach, CI II	250.000	Ton	\$25.00	\$6,250.00
0006	3070121	Shoulder, CI II	202.000	Ton	\$25.00	\$5,050.00
0007	3070200	Trenching	90.000	Sta	\$155.00	\$13,950.00
0008	4010048	Culv End Sect, Conc, 15 inch	2.000	Ea	\$750.00	\$1,500.00
0009	4010642	Culv, CI F, Conc, 15 inch	48.000	Ft	\$40.00	\$1,920.00
0010	4011109	Dr Marker Post	2.000	Ea	\$30.00	\$60.00
0011	5010005	HMA Surface, Rem	800.000	Syd	\$4.50	\$3,600.00
0012	5010050	HMA, 4E1	1,286.000	Ton	\$65.00	\$83,590.00
0013	5010056	HMA, 5E1	967.000	Ton	\$70.00	\$67,690.00
0014	5010061	HMA Approach	100.000	Ton	\$100.00	\$10,000.00
0015	8057001	_ HMA Curb, Modified C&S	750.000	Ft	\$1.00	\$750.00
0016	8070095	Post, Mailbox	75.000	Ea	\$85.00	\$6,375.00
0017	8110231	Pavt Mrkg, Waterborne, 4 inch, White	9,040.000	Ft	\$0.06	\$542.40
0018	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	6,500.000	Ft	\$0.06	\$390.00
0019	8130010	Riprap, Plain	8.000	Syd	\$53.00	\$424.00
0020	8147011	_ HMA Spillway	10.000	Syd	\$20.00	\$200.00
0021	8160102	Slope Restoration, Type C	6,000.000	Syd	\$4.50	\$27,000.00
0022	8210005	Monument Box Adjust	1.000	Ea	\$500.00	\$500.00
0023	8210010	Monument Preservation	1.000	Ea	\$500.00	\$500.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Estimate Total: \$261,878.90						

Engineer's Opinion of Costs

Project Number: 20E013 - Overlay

Estimate Number: 1

Project Type: Miscellaneous

Location: 154+20

158+11

Description: 2" HMA Overlay

Project Engineer: Joe Slonecki

Date Created: 2/24/2021

Date Edited: 3/12/2021

Fed/State #:

Fed Item:

Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	2027002	_ Ditching	1.000	Sta	\$500.00	\$500.00
0002	4010015	Culv End Sect, 15 inch	6.000	Ea	\$230.00	\$1,380.00
0003	4010608	Culv, CI F, 15 inch	90.000	Ft	\$35.00	\$3,150.00
0004	5010056	HMA, 5E1	95.000	Ton	\$70.00	\$6,650.00
0005	5010061	HMA Approach	15.000	Ton	\$95.00	\$1,425.00
0006	8160102	Slope Restoration, Type C	133.000	Syd	\$4.50	\$598.50

Estimate Total: \$13,703.50

Engineer's Opinion of Costs

Project Number: 20E01 - C&S: Seg 3

Project Engineer: Joe Slonecki

Estimate Number: 1

Date Created: 3/12/2021

Project Type: Miscellaneous

Date Edited: 3/12/2021

Location: 154+20

Fed/State #:

158+11

Fed Item:

Description: Crush & Shape w/3.5" HMA Overlay

Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	2027002	_ Ditching	1.000	Sta	\$500.00	\$500.00
0002	3020001	Aggregate Base	62.000	Ton	\$18.00	\$1,116.00
0003	3050002	HMA Base Crushing and Shaping	1,040.000	Syd	\$1.50	\$1,560.00
0004	3070121	Shoulder, CI II	38.000	Ton	\$25.00	\$950.00
0005	3070200	Trenching	8.000	Sta	\$155.00	\$1,240.00
0006	4010015	Culv End Sect, 15 inch	6.000	Ea	\$230.00	\$1,380.00
0007	4010608	Culv, CI F, 15 inch	90.000	Ft	\$35.00	\$3,150.00
0008	5010050	HMA, 4E1	104.000	Ton	\$65.00	\$6,760.00
0009	5010056	HMA, 5E1	79.000	Ton	\$70.00	\$5,530.00
0010	5010061	HMA Approach	15.000	Ton	\$95.00	\$1,425.00
0011	8057001	_ HMA Curb, Modified	300.000	Ft	\$1.00	\$300.00
0012	8130010	Riprap, Plain	8.000	Syd	\$60.00	\$480.00
0013	8147011	_ HMA Spillway	10.000	Syd	\$20.00	\$200.00
0014	8160102	Slope Restoration, Type C	653.000	Syd	\$4.50	\$2,938.50

Estimate Total: \$27,529.50



Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP

For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960

For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds



Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response



Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag



Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund



Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments



Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs



Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages



Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund



Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. **Addressing the negative economic impacts caused by the public health emergency**

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. Serving the hardest-hit communities and families

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. Replacing lost public sector revenue

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- | | |
|---|---|
| ✓ Staff at nursing homes, hospitals, and home-care settings | ✓ Truck drivers, transit staff, and warehouse workers |
| ✓ Workers at farms, food production facilities, grocery stores, and restaurants | ✓ Childcare workers, educators, and school staff |
| ✓ Janitors and sanitation workers | ✓ Social service and human services staff |
| ✓ Public health and safety staff | |

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

From: Vern Gutknecht <verngutknecht@sbcglobal.net>
Sent: Friday, May 28, 2021 2:22 PM
To: Ron Popp; Cheryl A. Goss; Ardella M. Benak; trustee01@whitewatertownship.org; Heidi Vollmuth
Subject: May 11, 2021 WWT Board Discussion - Board Appointment to the PC
Attachments: May 11 2020 - Board Mtg - PC appointment discussion.docx.pdf; Record Eagle article - Illegal Goss appointing Benak.pdf

May, 28, 2021

To: Mr. Ron Popp
Ms. Cheryl Goss
Ms. Ardella Benak
Ms. Heidi Vollmuth
Mr. Paul Hubbell

Subject: May 11, 2021 WWT Board Discussion – Board appointment to the PC

During the May 11, 2021 WWT Board Meeting, there was discussion regarding the appointment of a Board Member to the PC, that lasted approximately 1 hr.

Since we, the public, are not allowed to make comments during the Board Member discussion. I have attached a transcript of that discussion and my comments and observations. I have also attached the December 19, 2020 article from the Record Eagle, where the reported interviewed the WWT Clerk (Ms. Cheryl Goss)

I would like this to be entered into the Meeting Minutes. I will be reviewing it during the Public Comments section of the June 8, 2021 Board Meeting

Sincerely

Vern Gutknecht

(248) 921-8290

(verngutknecht@sbcglobal.net)

Sincerely

Vern Gutknecht (248) 921-8290

WWT Board Meeting May 11, 2021

Wow, Wow, Wow

Let me provide you some Facts – they are all laid out in the attached May 11 WWT Board Meeting transcripts.

At the December 8, 2020 Board Meeting

Cheryl, Ardella and Paul, violate the State Statute, and Township Ordinance 42 by Nominating and voting Ardella as the Township Rep on the Planning Commission. Mr. Popp informed Cheryl, Paul and Ardella that only the Supervisor can nominate, and that this is not a valid nomination. Yet they (Goss, Benak and Hubbell) went forward with the Vote.

- This is now the 3rd time that they violated this exact same State Statute and Township Ordinance 42.
- In a court of Law this is called a “Habitual Offender” and the punishment is much more severe.
 - o One definition of a Habitual Offender is any person, that breaks the same law more than once, usually three times of more.
 - o The court says that these people cannot be trusted.
 - o By definition the Clerk, the Treasure and Trustee (Hubbell) are considered Habitual Offenders (Based on their documented actions).
- Ms. Goss then, went as far, and told the Record Eagle, Dated December 19. 2020, where she said that “...she didn’t believe the law applied”.
- Ms. Benak – then tries to deflect the issue and wants to sweep it under the table by saying that it is **“Water under the Bridge”** (May 11, 2020)

In the corporate world, if you violate the rules once, you will get reprimanded, the second time, you are asked to leave the company..... In other words, “You are fired!

Ms. Benak – you broke the rules not once, but 3 times, you have now validated, that you are no longer a trustworthy individual. Particularly when you are motivated to advance a personal agenda. Past experience and behavior is the greatest predictor of future performance – this is well known in the HR world.

Also - Interesting – since 2019, there have been 7 ZBA meetings (one of them, was for your own appeal which I won’t count), and you missed 2 of them **you only attended 66% of the meetings – this would be considered as a grade “D” in school.!!!**

Ms. Benak – you are, from an Ethical and Performance perspective – NOT QUALIFIED!

Ms. Vollmuth began her campaign in the June 2020 time frame, and **the people** voted for her, with the assumption that she would be the Board Rep on the Planning Commission (bad assumption) **The people** elected her with that understanding. Not Ardella.

During Cheryl's diatribe: (May 11, 2020)

"Ok, so, whoever told you that you were going to be appointed to the Planning Commission, and then you went out and campaigned on that, lied to you. Because they didn't understand, and apparently didn't convey to you, that the process is, **that the Supervisor brings the nomination and then the Board Votes on it.**"

I'm confused – did Cheryl know that this was the law ----- of course she did, and then went ahead and again violated it, to support her agenda. FOR THE 3rd TIME. then claims ignorance ignorance is no excuse, but then again, it wasn't ignorance, it was the 3rd time she violated the State Statue and Ordinance 42..... she knew it and then violated the law and then lied about it again.

Clerk (Goss), Treasure (Benak) and Trustee (Hubbell) have already confirmed that this is a Political tactic, when you refused to nominate people to the PC, especially those that may to be "too smart" and would most likely not bow to your influence. So, now you try to Lie, Force, Intimidate, Bully the other Board Members so that you can put a Board Member Puppet on the PC.

Mr. Hubbell – you said something that has some merit.

"We are the laughing stock of Northern Michigan" As you know, this has been validated at many Board Meetings by members of the community in their Public Comments You have heard the word WOW, many, many times.

Even Ms., Benak said that she agreed with my comment that there are Ethical problems on the Board and then enhanced that by saying there is also "Behavior Issues with the Board".

The only person on this Board who attended the "Board Member Basic Training" – lead by Kit Tholen (the Assistant Prosecuting Attorney/ Deputy Civil Counsel – Grand Traverse County) was Mr. Popp. I also attended, and yet the people who would have benefited the most did not.

Ms. Goss, continues to spew out misleading and disingenuous information, all in an attempt to further her agenda. Kim Mangus had to point out a number of disingenuous and inaccurate comments made by Ms. Goss, and yet the only thing Ms. Goss can comment on is the possible misunderstanding that the Event Barn originated at the Board.

An overwhelmingly childish and immature response - She does not have any Ethics nor the Integrity and courage to apologize for the continued lying to the Public. Does not take responsibility for the errors of inaccuracy and ethical violations. There is no evidence that Ms. Goss is attempting to improve her professionalism.

It is obvious, that the root cause of the Dysfunctional Board, is the Childish, Unethical, Bullying and continued Egregious, Disrespectful, Non-Transparent behavior by the Clerk.

BTW – during in the May Board meeting, Ms. Goss interrupted the other Board Members over 23 times, yet when she gets interrupted, the childish drama of – "Don't interrupt me" – comes out. Unbelievable childish hypocrisy.

Transcripts from the May 2021 Board Meeting – regarding the Board Member appointment to the PC

1:08:34

Ron- The appointment of Township Board Member to the Planning Commission and ZBA

Ardella- I guess I'll start. Now, because I put quite a bit of stuff together here and I do have to apologize for how long this memo was, but I do feel like I needed to put as much information as I could together but now that the Supervisor is aware that it is a violation of our Township Ordinance #42 and our Bi-laws for both the Planning commission and the Zoning Board of Appeals, I'm wondering if Ron, have you changed your position on appointing a Board Member or Nominating, as you say, is the correct terminology to either one of those board of commissions?

Ron – My commitment to the people is the same, and so I am going to ask you, where was your concern on December 8th for the very same ordinances.

Ardella – I'm not sure you're going to need to explain that, because

Rob – I'm sorry that I need to explain that

Ardella – I don't know what you are talking about

Ron – you have been, the entire board understands that the appointment that tried to take place on Dec 8th was against State Statute

Ardella – we are aware now

Ron – you were aware before

Ardella- I, I, do not know, I'm not saying that it was Ron, I was not, not until

Ron – well you did say, you did say that

Ardella – I'm saying that now we know, now we know. I did not say that I knew at the time.

Ron – Well you were informed, at least twice other, and yet you chose to do something in direct violation, and so I am going to change my position, I'm going to remain a representative of the public, and if you choose to take me to the governor, or to a recall, I am well suited and well prepared to go that route

Ardella – I'm not sure what your motivation is here, it is a disservice to the Planning Commission, Zoning Board of Appeals and the Public. In general, and to the rest of your Board Members, not to do your statutory duty, especially when, you know that after this meeting, you are violating Township Law. Now, whether something happened in the past, I don't know, I can not speak to it, if it happened, **it is under the bridge, water is under the bridge**, we need to find a way to move forward as a Board and all I am asking is for you to reconsider and do what you are supposed to do, which is appoint, you do not have unilateral power over this board to say you are not going to appoint, clearly, it's all, it's under ordinance 42 and the Bylaws. This is what you are supposed to do, and if you don't do it Ron, you are in violation of those laws.

Ron – I don't think so

Ardella – and why not

Ron – First of all, let's get another thing straight, or let's clarify something. So, on package page 171, you say that Trustee Hubbell, Clerk Goss have already notified Supervisor Popp in a Board Meeting that they will not accept any nominations for the PC

Cheryl – Of themselves

Ardella – Of themselves

Ron – what does that mean, “Of themselves”?

Ardella – If you were to nominate them, they will not accept the nomination.

Ron – Sure

Ardella – and they said that in a Board Meeting.

Ron – Understood, Understood, so you are speaking specifically of Board Members.

Ardella - I’m not talking about anybody but Board Members

Ron – So the choices are, Heidi Vollmuth, who duly won an election

Ardella – as did I

Ron – who ran a competitive election

Ardella – apparently, I didn’t have to

Ron – yep, So,

Ardella – and yet I got quite a few votes for nobody running against me, people didn’t have to fill in that dot

Ron – Back to the point, so my choices are, someone who has been duly elected, or someone who has demonstrated, 3 times, the willingness to go against State Law. Or not inform herself of State Law, and Township Ordinance with respect to the appointment process.

Ardella – you do see the Hypocriticalness right, in what you just said, you are going against Ordinance 42 and you are acting as a Kink, you don’t have unilateral choice whether you are going to enforce the Bi-Laws or Ordinance 42. You took, in my opinion, its just my opinion and the Board can speak in any time they want, but you took a legal opinion, that said if before a certain date you had, a planning commission you didn’t have to. If after that, you had to, and you decided, that we had a planning commission you didn’t have to. You don’t have that right as a sole Board member, one vote to decide for this Board, that were going to follow a different path than other Board members have sought fit to follow, and create ordinances for us to follow. I don’t understand Ron, why you are being so objective to this, you keep bring up that someone nominated me and I accepted and it was illegal, that is water under the bridge, we found out that we couldn’t do that, we are past that, as a Board, we need to move past this, this has become an issue that we are not able to get past, and you are the one, that can make us be able to get past that, you are the one.

Ron – and the Board, also, can make us get by this.

Ardella – How

Ron – they can accept Heid Vollmuth

Heidi – Oh, we can change the ordinance

Ron – You are asking me.

Ardella – good luck with that

Ron – You are asking I’m sorry what was that

Ardella – she wants to change Ordinance 42, to suit your political needs

Heidi – NO, not necessarily, here's a solution, change the word, SHALL to MAY, then you don't need a town Board Representative.

Ardella – but why would we not want one.

Cheryl – (interrupted) yea exactly.

Ardella - Then the flow of information has stopped.

Ron – the flow stopped, when Lloyd Lawson, was there

Ardella – No I don't agree with that.

Heidi – That is why I ran for office

Ardella – Good for you Heidi and I'm happy you won, and I'm glad you're here. I would like to work cooperatively with you, but the constant agitation, and the constant attitude, doesn't help anybody, how do you move forward in a cohesive manner, if there is constant agitation, how can you do that? Mr. Gutknecht, said that he does not understand why Heidi is not a clear choice, for one, your nomination was rejected, the rules say that you move onto the next appointment, that done, that's water under the bridge, in this Boards opinion, this Board Members opinion. Other people can speak to that, I don't know what they want to say, I'm only speaking for myself. But my resume does speak for itself. If you look through my qualifications, I'm overly qualified, and this MTA conference that we just went to, they spoke about appointing people to the Planning Commission, and they said, to specifically make sure that you appoint people that have experience. I don't know how much more experience I can have. Heidi, I'm sorry, but you got a lot of experience in emergency services and preparedness and if an emergency happens, you would be very well suited to be our emergency manager of this township, because you have those qualifications, I do not. I just saying, I believe in using people's strengths for where they are.

Heidi – I believe that to, I have some comments, so when you're done, I will make my comments.

Ron – I'm prepared to put this behind us at any time, and my original recommendation for appointment still exists, and it can be reviewed by the Board at any time. I'm just not going to make the recommendation of someone that is unwilling to follow State Statute. I'm sorry that's where I am at

Ardella – but once again, you're being hypocritical because you are not going to follow the Township Statute.

Ron – because, I don't have anybody left to appoint

Ardella – you do

Paul – yes you do

Ardella – yes you do

Ron – Cheryl?

Time 58:57

Cheryl – So I have some comments, ummmm OK, so, you must appoint, ok, this, thee, the, thee, um thee ah, the zoning um, I'm sorry the planning commission ordinance says you SHALL appoint a Township Board representative to the Planning Commission. Back in December, Heidi's nomination was voted down, that's

a done deal, the legal opinion says that you have to choose another candidate. Heidi's nomination cannot be brought back. It will not be, um, voted on again, because it has already been turned down, she is not qualified. I'm sorry Heidi, that you were told by some people, during the time you were running, apparently, you were told by some people, and I have heard this, you're going to be appointed to the Planning Commission. No, no, you don't have a Birth Right spot on the Planning Commission, Ok, just because Stop, I'm not done, I will let you know when I'm done, I will zip it, until then, I have the floor, I have listened to everybody else and you interrupting Della and everybody else. Ok, so um, the, you were told that you were going to be appointed to the Planning Commission, when I started attending Township meetings, and all knows how long ago that was, I've been around Township meetings, longer than anybody on this Board except for Paul, ok, I started coming to all Township meetings in 2007. When I started coming to Township meetings, I went to every Township meeting and every Planning Commission meeting for 6 years before I got on this Board. And the person who was the Township Board rep to the Planning Commission in 2007 was Carol Hockin, the Clerk, and Carol wanted to be reappointed at one point, and then I believe that's when Arnie got appointed, Arnie Boyd came in. Ok, the Clerk had been the Township Board Rep to the Planning Commission for I don't know how many years. It is not always anyone person, it can be the Treasurer, the Clerk or one of the Trustees. It can not be the Supervisor. **Ok, so, whoever told you that you were going to be appointed to the Planning Commission, and then you went out and campaigned on that, lied to you. Because they didn't understand, and apparently didn't convey to you, that the process is, that the Supervisor brings the nomination and then the Board Votes on it.** So where ever you got the notion that you had some Birth Right to a spot on the Planning Commission, I want to put that to bed right now! Ok, secondly at the December 8th meeting when Heidi was not appointed and I made the motion to appoint Della I did so, on the basis of the fact that in the Planning enabling act, and it talks about the appointment to the Planning Commission, it talks about, the Township Board Representative to the Planning Commission, is a different nomination, then a member of the Public, it is called the ex-officio member of the Township Board. That is dealt with in the planning, in the Planning Enabling, in a different area than, ahh, what is the, um, that is dealt with where a member of the public gets appointed ok, so my question, very legitimate question, because it doesn't say, in the Planning Enabling Act, it does not say that the Supervisor brings the appointment of the ex-officio member. That is why I sought the advice of Chris Patterson, who issued the legal opinion. The legal opinion has to do whether the ex-officio member is appointed in the same way that a member of the public is That is a legitimate question, we got an answer, and so that motion and that second and that vote became moot, it was not pursued further. Della has not participated, tried to insert herself, and participate in any Planning Commission Meetings, so no harm was done, ok, and that was a legitimate legal question. So please stop inferring, or insinuating or accusing Della or anybody else on this Board of not following the Law. The Law was not specific, and that's why I got the legal opinion. Now we know, that the supervisor makes the appointment. The Supervisor does not have the authority to say, oh well we're just not going to have a Township Board Rep to the Planning Commission. We need a Township Board Rep to the Planning Commission as Della pointed out, beside the State Statute, ah, you got our own Ordinance 42, you got PC bi-laws that say, there SHALL be a Township Board Rep to the Planning Commission. Paul is not interested, I am not interested, Heidi has already been voted down for obvious reasons, she clearly doesn't have any land use background, attending meetings for a couple of years does not confer some kind of experience upon somebody. It would be like me sitting out in the audience, all those Planning Commission meetings I went to, I went to Planning Commission Meetings for 6 years, Heidi hasn't even been in the Township barely 6 years, ok, and she thinks she is qualified to be on the Planning Commission, I mean Della has had far more experience with Land use, and her time on the ZBA and all that. Della is clearly the Township Board Member who needs to be on the Planning Commission, and this is all a political game. Ron Popp is listening to a handful of people, one of them is **Kim Mangus, Kim Mangus doesn't want Della on the Planning Commission, she called and told me one day, of several weeks ago, she thought Heidi was the better candidate,** I said look at the facts, Heidi is

not the better candidate, Della will do a stellar job on the Planning Commission and her appointment needs to be brought so that we can get, move on with this and get, ahhh, the one and only, most qualified person, who sits on this Board, on the Planning Commission, so that at least they're not operation with barely a quorums on their meetings, and Della will be a good, ah, a good person back and forth to deliver information to us, already, I'm ready Planning Commission minutes, where the Planning Commission is struggling with these Marijuana zoning ordinance amendments, because they're getting questions from people about the ordinances, The Planning Commission doesn't, didn't pass the ordinances, the Planning Commission, doesn't have anything to do with the ordinances, other than making sure that the zoning ordinances amendments follow the ordinance, and that's the reason we got the zoning ordinance amendments from the Attorneys office to give them a starting point because they've not dealt with Marijuana zoning ordinances amendments previously, so we didn't want them to have to start from scratch, OH the Board threw this on us, and we have no information what-so-ever. Ok, that's why, that was Bob Hall our, Zoning administrator, our very, very, very capable zoning administrator's suggestion that the draft ordinances be obtained from the attorney

Ron – can we bring this to a point

Cheryl – **excuse me**, I'm just about there, ok, but I sat and listened to all the rest ok, so this is my chance to speak. So, the planning Commission is struggling I see right now, and Ardella would be a great help with this, because Della could answer a question from the audience about the ordinances, ok, because Della was involved with the ordinances and the public hearing on the ordinances and all that. And quite frankly that's who these questions need to answered by. The Planning Commission has a very narrow role, very narrow role. And, so, I get it, Kim Mangus doesn't want Della on the Planning Commission, you don't want Della on the Planning Commission, but Della is the most qualified person, and capable and available person on this Board to be on the Planning Commission, and you're doing nothing but hampering the functioning of the Planning Commission by refusing to bring forward her appointment. It really is a dereliction of duty on the part of the Supervisor.

I'm done now

Time 48: 55

Heidi – Ok, I retired from emergency management, and I retired from emergency management, because people that were supposed to take their training when it came to making policy, didn't think they had to take certain qualifications to make that policy. With that said, I think I sat in my first Planning Commission meeting in 2015, I would have to double check my notes, however I have also sat in the ZBA meetings. When I sat in that meetings, Della, your volunteers need you, because when they couldn't get a response or when they weren't able to ask you questions, when I was at that meeting, they were like little kids that just got told they couldn't go out and plan anymore, I was concerned, it made me feel bad for the volunteers, they needed their leader yet their leader couldn't answer them, because what was on the table was for her. I left the meeting concerned for the volunteers. I have always been an advocate for volunteers. My first call as an emergency manager, I assembled 250 volunteers in 5 minutes. That's great, but I also sat in a Planning Commission meeting for over 25 years in my community, they use to kid me and called me the 8th Trustee because I would speak at the podium for the people. I've brought Big Box businesses to the table, I've brought little restaurants to the table, I've sat on committees and chaired million-dollar project, such as pedestrian underpasses, train overpasses they tried to put a fire station in twice, for some reason the voters voted it down, but I wouldn't call myself unqualified, I would call myself the Best Qualified, and here's why. Two meeting ago, your planning commission member are struggling, because they're not getting the information in their hands quick enough that they need to help them make the zoning issues happen, So I made sure that information got to them. I really don't care what people think, but I don't see

how people can do something and not have all the information in front of them or at their fingertips. Whether I ran for office to take that seat on the Planning Commission or whether I didn't, this board, for years, set a president that one of the Trustees would be sitting at that table. Now, if you read the Trustee book, I've been entrusted to do just that, watch what happens, watch the Clerk make sure she is doing what she is supposed to do, watch the Treasurer, follow the money, so I really don't really have anything else to say, other than the commission needs volunteers. The gentleman that you did not put on that committee would have been a tremendous asset, you should have some form of ????? representation on or some kind of public service on there, but we lost probably the person with the most information in the entire town, when Glen left that committee. I did speak to him for 4 or 5 hrs. great length of time after that meeting trying to persuade him, hey come back, we really need you, but unfortunately, he laughed at me and said "guess what you got yourself into", yea, he's not laughing now. I'm not laughing either. They're doing a really good job, and if you want better reports than what's in the package. I don't know how they will be getting any better because your Zoning officer does give you great reports and the minutes are pretty much verbatim, so you can pretty much follow everything in there. Do we need a representation? maybe just a Check and Balance but as far as ordinances go for any rules you have Bob in there and you have Kim, who are, they're both well versed, all you do is sit there and participate, but if you have a personal agenda, no vision, a personal vendetta. A Birth Right, see this is a problem, you can't use Birth Right Certain people on this committee have used words that in other countries, can get you arrested. So, we have to remember that when we look at the community as a whole, we're all the same, it doesn't matter if you own property and live somewhere else, you're still paying taxes, you're still paying us to serve you. So, I don't look at waterfront, people that own waterfront property a certain way, or this person a certain way, everybody is the same when they sit down at the table. You know what, I don't know what else to tell you other than to change the ordinance and let the Zoning Administrator handle it since you guys can't come to some kind of conclusion or compromise. But in kindergarten we did learn how to all get along. That's all that I have to say

42:29

Ardella - For a minute there, when you were talking about how we lost somebody that was the best for the Township, I thought you were talking about Ted Hooper

Cheryl - (interrupted) Yea

Ardella – who didn't get reappointed and should have. Heidi, I'm sorry, but I think that was a political retaliation, for not appointing Conny Roundtree, or Erin

Heidi – I can make that statement

Ardella – I'm not asking you to, I did

Heidi - Right but the statement I can make, is that I watched a guy walk out of here very upset

Ardella - I got that

Heidi - And he you know what, he had every right, and you know what, we can't treat volunteer like this.

Ardella – So why did we treat Ted Hooper the way we did

Cheryl – yes, exactly

Heidi – I didn't have anything to do with Ted Hooper

Ardella – I know you didn't, I didn't say you did. But, but, but there are no words of compassion for him either getting caught up in this just for ????????

Cheryl – Ted had a lot more

???????

Ardella – And I did explain in a memo why I did not vote for him, because he does not own property in this Township, if you're going to be sitting over, making rules for people's property, you should own property in that Township

Heidi – Exactly, But, what if it's in an LLC, that just means it's in a Trust, he might still own the property

Ardella – He was asked, he said he didn't

Cheryl – Go back and read his application, his application, where it asks if you're a property owner in the Township, he checked NO. **End of discussion**. I don't care what a Trust or whatever, his name's not on the Trust, he admitted that, and he admitted on his application that he is not a property owner in the Township.

Ardella – I have nothing against the man. He may have been a good fit but I have that Principle that if you don't own property here, you shouldn't be making rules for other people's property

Cheryl – (interrupted) that's right

Ardella – And, it's just that simple, it has absolutely nothing to do with the man himself, nothing personal.

Ron – Lets button this up, first of all Cheryl, the reason that you sought legal council on the question, was because you were forced to by the Record Eagle

Cheryl – (interrupted) No I was not forced to by the Record Eagle

Ron – That's fine

Cheryl – The Record Eagle is totally irrelevant

Ron – I believe your statement is as ??? as mine

Cheryl – (interrupted) go ahead

Ron – I listened to you, so

Cheryl – (interrupted) I have to respond to ridiculous statement

Ron – well I can give you two other opportunities where you were informed of your illegal actions and never sought attorney assistance, so you can claim whatever you want, I can prove it

Cheryl – (interrupted) Ok please

Ron – So, second of all, is that Kim called you and indicated her wishes.... Question Mark?

Cheryl – Yes

Ron – Interesting

Cheryl – She did

Ron – and Della, as far as you being the only person qualified here

Ardella – I didn't say that

Ron – The Planning Commission is much more than just Land Uses, The Planning Commission is in fact a very broad view of what's going to happen in the Township, It's the group that constructs, and creates and amends our Master Plan, Ok. So, while your history in the Township, is commendable and remarkable, it's also important to get input from outside of our little sphere, ok. So, lots of positions in our government go unappointed

Cheryl – (interrupted) Not in Whitewater Township, they don't, they never have

Ron – well we've never had, this kind or, again Am I being interrupted? Is that a nod yes ...

Cheryl – you're talking

Ron – I see. So, a lot of positions go unappointed, should they, probably not, are there rules about their appointment Yep. That's really all I have to say. There is more than one way through this. We all understand that. Right? The Board, certain members of the Board wants to recommend you for appointment, and I want to go a different way, simply put...

Adella – I know

Ron – it is the decision of the Supervisor to recommend for appointments, I don't want this to be personal at all...

Ardella – and it really has not Ron, I think it has.

Ron – It has

Ardella – but it shouldn't

Ron – and for that I apologize

Ardella – and it shouldn't

Ron – you're right and it should not

Ardella – but we need to find a way to move forward

Ron – we do...

Chery – yes, we do

Ron – and that is really what I would like to focus on, and so, how do we do that,

Ardella – I would say, Traditionally

Ron - I'm willing to die on this hill

Ardella – but I would say, you shouldn't ever do that,

Ron – I am

Ardella – because that ends up boxing you into a situation, that's not smart. I shouldn't say that, I'm sorry

Ron – The Board, has boxed me in, which is not smart.

Ardella – Not really, if you just followed the procedures, you wouldn't be boxed in at all

Ron – Well, you know I did, I did follow the procedures,

Ardella – and the Board followed theirs, as their right, and so then the next step would be for you to continue following the procedure, but you have decided not to. Quite honestly Heidi, you could remove your nomination, quite honestly, you could.

Heidi – yea, but I can't do that, I can' do that

Ardella – even if you appoint Heidi to the Planning Commission, she gets appointed, I've already resigned from the ZBA, who are you going get to take that position? There's an issue. Its an issue for you to think about.

Ron – But you caused it

Ardella – How did I cause it

Ron – by your resignation.

Ardella – because I put my application in before she did (pointing the Heidi)? and you ignored it twice

Ron – because of your resignation

Paul – did she do what she was supposed to, legally?

Cheryl – (interrupted) Exactly

Paul – before, she put her name in? She didn't cause this, so I don't agree with that, she put her resignation in, because she knew due-diligence, she had to do that before she could put her name in to run for another position. I just want to be clear on that. And as long, as I'm talking now, I understand what everyone is saying, and it's not personal, but I'll tell you what, out there in Zoom Land and the people sitting in this audience Its embarrassing for me, as many years as I've been on this Board I've never seen, so much turmoil, and don't take this personal, but with some of the shenanigans that are being done there is constant, constant bickering. We are the LAUGHING STOCK OF NORTHERN MICHIGAN. ...this Township Board. And for Lloyd to leave, you said that you won against him, you want to know why he left, is because of what I just said.

Ardella – He didn't even run

Paul – He was sick and tired of it. He loved serving this community, and he did a damm good job of it

Cheryl – (interrupted) he surely did.

Paul – So, I agree with your comment Ron, we need to get around this, so let's be big boys and appoint Della to the position and move on. It isn't going to change in my opinion either, who's more qualified. If we want to do what's right for the people, I know you have your opinion and I have my opinion. We're at, right now were at this (putting his two fists together) and we have nowhere to go. So, let's just put the name out again and appoint Della and move on and get these other positions moved, filled and do what we can to other topics that we need to be resolving in this Township, instead of this crap every meeting

Cheryl – and the legal, says, that if a candidate is turned down, the supervisor has to chose another candidate. That's what the legal opinion says. So that is the course that is the way to move forward Choose another candidate.

Heidi – Not necessarily, you can go without one

Paul – I'm not prepared to do that, I'm sorry for interrupting you, we have system that words and it has worked very well over the years.

Ardella – and we have an ordinance that says this is the path

Cheryl – (interrupted) That's right.

Ardella – now if you want to change that path in the future, that's something different

Ardella – Ron, we have a question

Ron – I'm not prepared to hear any comments.

Cheryl – I'm fine with comments from the audience, we always take it other times.

Opened to public Comments

- Chris Hubbell – criticizing the PC and Kim Mangus for stalling the Marijuana topic
- Linda Slopsema – offer up alternates to the Board Member appointment
- Rob Rebants
- Vern Gutknecht – commented on the 3 topics of Marijuana, Event Barn and 5 Arce issues originated at the board.
 - o Much Board member discussion (too much to digest)
- Kim Mangus – see below

Kim – Yes, I do have a couple comments. The first one just popped up just now, Cheryl, you need to get your records straight. The Event Barns was on the PC's agreed upon to-do list long before anybody came before the Planning Committee, with intentions to create an Event Barn. That's why we had it on our to-do list, because it was a Hot Topic. That being said, I did send the Williams to our Zoning Administrator that if they paid the fee, we would address it sooner than later or they could wait until the Planning Commission got around to addressing it. So, you need to get your FACTS straight. The second item that you need to get your FACTS straight on, is misquoting me, and using a very small portion of a conversation and leaving out all the details in regards to appointing someone to the Planning Commission. My statement to you was that I was concerned, I have no question what-so-ever that Della is qualified to being on the Planning Commission, but I was concerned that were she appointed it would eliminate any opportunity the Planning Commission had to effectively consider the RC 5 Acre District fairly and openly. Because we had a large consensus of the audience at our Town Hall meeting last year, before COVID, that made accusations that Della was behind the scenes controlling everything the Planning Commission was doing. And I was really concerned that if someone other than Della wasn't appointed it would interfere with our ability to adequately look at that consideration. You need to stop putting words in my mouth, especially words that were never there. That being said, Paul, I agree, yea our Board does not have a good reputation, and that is the primary reason we haven't been able to get additional member to the Planning Commission. That's the reason they sight, quite often, yes, I'm interested, they got to a Board Meeting and they withdrawal their interest. I would like to suggest, perhaps a compromise, yes, I understand that all the Ordinances say that we shall have a Member of the Board, State Statue does not require that, maybe we need to do a Shall to May, and add members of public, three members of the public, instead of one member of the Board, maybe not ideal, or as Paul suggested add someone from the Board for just one year. We have staggered terms, I think you could set up a Statue, set up a motion that would accommodate that as a compromise and a resolution to the stalemate that you're currently working with. One additional item, since there is a member of the Public speaking of me specifically (Chris Hubbell), our planning commission has not stalled the Marijuana ordinance, the hours I have put into that, at the cost of long-standing projects that we have been working on for a long time are immense. It has been on every agenda since January, it has been discussed in length at every meeting, with the exception of the last meeting, because the draft ordinance is at the attorneys, and we don't have it back, so there is nothing to discuss or take into consideration until that comes back. So no, I have not been stalling.

Have there been some mention of the Board, you pass the ordinance on Marijuana just in time for the public to catch on to what is going on and show up at the PC meeting with pitch forks. We had a lot of upset public, why did you do this, why weren't you telling, hey, we are just doing the Zoning portion, the approval and putting this forward was at the Board, that is exactly what I have told people, I have not been explaining what the Board has done, just, if you have an issue, take it up with the Board, that is out of our purview, that is not something that we can control, or have any effect on what-so-ever. So, you need to get things in order, and Paul, maybe stepping up to the Planning Commission would be a way to resolve it, or go with 3 members of the public, but at the moment, the way the Township Board is functioning, we can't get anyone in the public that are willing to take it on. Thank you

Cheryl –and Thank you Kim for confirming for Mr. Gutknecht that the Event Barn Issue started at the Planning Commission. His concern that it started at the Board and it did not start at the Board. Thank you for confirming that.

Appointment process disputed in city, twp

By Jordan Travis jtravis@record-eagle.com

Dec 19, 2020

WHITEWATER'S WAY

A day after Traverse City leaders reached a compromise, three Whitewater Township trustees had their own solution to a planning commission appointment spat: Nominate and vote for their own pick.

Trustees voted 3-2 to place township Treasurer Della Benak on the township planning commission after voting down township Supervisor Ron Popp's suggestion of Heidi Vollmuth.

Benak, township Clerk Cheryl Goss and Trustee Paul Hubbell voted for, with Popp and Vollmuth opposed. Their vote followed a barbed argument over which trustee was more qualified for the post.

Trustees get a vote on planning commission appointments, but can't pick their own candidate if they disagree with the supervisor's choice, said Mike Selden, Michigan Townships Association director of member information services.

"If the board made an appointment without the supervisor, then that appointment really would not be valid," he said.

Decisions by a planning commission with an illegally appointed member could be open to challenges, particularly on issues they decided by one-vote margins, Selden said.

Popp agreed that Benak's appointment seemed counter to state statute, and said he planned to involve the township attorney.

"I don't know how it will turn out," he said.

Goss, who said in the meeting she believed the decision should be a board one and put forth Benak as a candidate, defended the legality of the appointment.

She said afterward that she didn't believe the law applied to appointing township trustees to the planning commission. Goss argued that language in the law concerning ex officio appointments — those of board members who serve by virtue of their elected office — didn't specifically state that the chief elected official has to make the pick.

Goss agreed the township attorney should weigh in.

"But I don't know that that will change who's appointed to the planning commission, I don't know that that will result in a recommendation of (Popp's) being appointed to the board," she said.

From: Vern Gutknecht <verngutknecht@sbcglobal.net>
Sent: Friday, May 28, 2021 2:12 PM
To: Ron Popp; Cheryl A. Goss; Ardella M. Benak; Heidi Vollmuth; trustee01@whitewatertownship.org
Subject: April 2021 WWT Board Meeting update request

To: Ms. Cheryl Goss (Clerk) May 28, 2021

CC: Mr. Ron Popp

Ms. Ardella Benak

Ms. Heidi Vollmuth

Mr. Paul Hubbell

Subject: April and May 2021 Meeting Minutes

I'm sure it was an oversight on your part, but since the Meeting minutes from April 13, 2021, WWT Board Meeting Minutes were released very late, I was not able to review them in time. You inaccurately stated and misrepresented what I said during the Public Comments:

The April 13, 2021 Meeting Minutes stated the following:

Vern Gutknecht - spoke on the topic of ethical and professional conduct, PC appointment, Goss and Hubbell comments, and the township park

Please update this to reflect the accuracy of my comments

Please update the April Meeting minutes

Vern Gutknecht – Referenced a letter that he sent to the Board in February. It missed the cut-off date and was accidentally left out of the April Package. Regarding the Ethical behavior of some members of the Board

This is now the second request for an apology from Ms. Goss, regarding the Childish, unprofessional and derogatory comments that she made to me. He also commented that this was the second time, Ms. Goss acted this way toward Mr. Gutknecht and his wife and referenced comments that she made in Dec 2019, when they came to pay their taxes. Ms. Goss has the courage to make these comments in public, and he asked if Ms. Goss has the courage or integrity to apologize.

To help you in putting together the May meeting minutes, and to avoid any additional misrepresentation, disinformation or misunderstanding.

Vern Gutknecht - Cheryl I'm here again looking for the apology regarding the childish, unprofessional, and derogatory comment that you made to me, and I'm hoping that you have the courage and integrity to do that today, and I will continue with this. I would also like to voice my objection to any effort made to assign Ardella to the PC, I think I put that in writing and I sent that into the Board. Cheryl and Ardella, I would like to understand why it is so critical that Ardella be assigned to the PC. Can you tell us today, why it is so critical for that to happen, although I think that Heidi is actually more qualified and more aware of what's going on at the PC level than you are? Please understand this question, Very Clearly - Why are you and Cheryl aggressively pursuing this, in as far as even making threatening statements? Why is it so important to put Ardella on the Board, you have already made an illegal attempt to position

*Ardella on the
apply, that the law
Mr. Rabant's thing,
us your transparency.
making threatening*

*PC, and Cheryl has also been on record with the Record Eagle, saying that it doesn't
doesn't apply in her attempt to do this. You have said this and I'll kind of take-off on
you have said in a number of new letters that you are transparent, so please show
Why is it so critical and why are you making such an aggressive attempt, even
statements as to why you should be the one put on the PC.*

If you have any questions or concerns, please feel free to contact me.

Sincerely

Vern Gutknecht

(verngutknecht@sbcglobal.net)

Sincerely

Vern Gutknecht (248) 921-8290

Cheryl A. Goss

From: Cheryl A. Goss <clerk@whitewatertownship.org>
Sent: Tuesday, June 1, 2021 11:08 AM
To: 'Vern Gutknecht'
Subject: RE: April 2021 WWT Board Meeting update request

Mr. Gutknecht -

The 04/13/2021 meeting minutes were not "released late." They were available within the time period prescribed by law. I do post the minutes on the township website, because we are a township that does maintain a website, but there is no requirement that they be posted on the website.

Regarding the content of minutes, they are not a verbatim rendition of he said/she said. In fact, the legal requirements for what must be in township minutes is recited in MCL 15.269: "(1) Each public body shall keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting. The public body shall make any corrections in the minutes at the next meeting after the meeting to which the minutes refer. The public body shall make corrected minutes available at or before the next subsequent meeting after correction. The corrected minutes shall show both the original entry and the correction."

There is no requirement to transcribe public comment in a verbatim format. I attempt to list the topics on which each person spoke, but even that is not required. In fact, there is no requirement that the names of the public who spoke be listed in the minutes. Some townships simply list, for example, that "4 people spoke" and show the beginning and ending time of public comment.

Verbatim public comments will not be included in meeting minutes.

Thank you for your concern.

Cheryl A. Goss, MiPMC

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

Office Hours: Mon/Tue/Wed/Thurs 9:00 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.

From: Vern Gutknecht <verngutknecht@sbcglobal.net>
Sent: Friday, May 28, 2021 2:12 PM
To: Ron Popp <supervisor@whitewatertownship.org>; Cheryl A. Goss <clerk@whitewatertownship.org>; Ardella M. Benak <treasurer@whitewatertownship.org>; Heidi Vollmuth <heidivourtrustee@gmail.com>; trustee01@whitewatertownship.org
Subject: April 2021 WWT Board Meeting update request

To: Ms. Cheryl Goss (Clerk)

May 28, 2021

DRAFT MINUTES**Whitewater Township Board
Minutes of Regular Meeting held May 11, 2021****Call to Order/Pledge of Allegiance**

Supervisor Popp called the meeting to order at 9:01 a.m. at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan, followed by the Pledge of Allegiance.

Roll Call of Board Members

Board Members present in person: Treasurer Benak, Clerk Goss, Trustee Hubbell, Trustee Vollmuth, Popp

Board Members absent: None

Others present in person: County Commissioner Darryl Nelson, Paul Olson (Municipal Underwriters), and 3 others

Others present via Zoom: Fire Chief Brandon Flynn and 8 others

Set/Adjust Meeting Agenda

There were no adjustments.

Declaration of Conflict of Interest

None

Public Comment (4:44)

Linda Slopsema spoke on the topic of the petitions and ballot language on the agenda.

Rod Rebant spoke about lack of coverage of marihuana in the spring newsletter and speed of the process.

Vern Gutknecht spoke about a comment made about him by Goss and his objection to the appointment of Benak to the planning commission.

Chris Hubbell spoke on the topic of the legalization of marihuana.

Public Hearing (15:16)

None

Reports/Presentations/Announcements/Comments (15:18)**County Commissioner Report**

Darryl Nelson gave the following report:

- Provided business cards for those wishing to contact him.
- Reported that some rules have come out concerning how the \$18.1 million (ARPA funds) the county is getting can be spent. He hopes there will be 3 to 5 capstone things done with the money that we can look back on and be proud of the way it was spent. He is looking for feedback and ideas from anyone in that regard, and said they would be happy to look at a partnership.

There was brief discussion of a wastewater treatment plant issue.

DRAFT MINUTES**Fire Department Report (19:07)**

Brandon Flynn gave the following report:

- April was an uneventful month.
- They are working on the new brush truck. Working with the vendors has proven to be difficult; they are having supply chain issues. All of the big three vehicle manufacturers have stopped taking orders for 2021 already. The next vehicle they will purchase is most likely going to be a 2022.
- Other than that, everything is business as usual at the fire department.

Planning Commission Report (20:52)

No report.

Parks & Recreation Advisory Committee Report (21:04)

Cheryl Goss gave the following report:

- The committee met last night; all members were present.
- Minutes of 04/12/2021 were approved.
- There was a lot of discussion about the Hi Pray Park dugouts. Other quotes have been requested. Brandon Hubbell found Ace Welding as a source for the clamps, but they are very expensive. Other options are being looked at. Goss will check into a cinder block building. Goss obtained information on shipping containers; they are very expensive, only come in 10-, 20-, and 40-foot sizes. Hubbell is waiting for a quote from Jacklyn to build the entire structure.
- The batting cage grand opening went well. Thirty-five to 40 yards of diamond dust was spread on the two fields. The batting cage was used. Some work was done on removing brush from outfield fences, weeds pulled in the playground area. A plaque template has now been received from Rotary to acknowledge their partial funding.
- Melton will mark the places at Lossie Road Nature Trail where the kiosks will be installed.
- As part of a community service project, Elk Rapids 8th grade student Devin Melton assembled and installed two benches at BCNA and trimmed overgrown bushes at Whitewater Township Park trails. A plaque in memory of Dennis Leach and Ingrid Ashmore will be installed on at least one of the benches.
- The committee spent a lot of time on the Recreation Plan.

Brief discussion followed regarding usage of the batting cage, update on the wood dugout proposal, and a certificate for the middle school student.

Paul Olson (Municipal Underwriters) (27:45)

- It is the township's 36th year with his agency.
- He will add the batting cage and shed to the property schedule.
- The workers' compensation premium is \$8,183. The policy will be e-mailed to the clerk.
- There is a slight increase in the general liability premium, solely due to the Freightliner M2 pumper tanker, with deletion of the Chevy tanker at the same time. Other details of the township's general liability coverages were provided, as well as the annual dividend. The total premium is \$27,992.

DRAFT MINUTES

Olson was advised that there will be an addition of two new snowmobiles.

A member of the public inquired about coverage for lawsuit expenses.

Consent Calendar (41:00)

Receive and File

1. Supervisor's Report for April 2021
2. Clerk/Parks & Recreation Administrator's Report for April/May 2021
3. Zoning Administrator Staff Report May 2021
4. Mobile Medical Response April 2021 Activity Reports
5. Fire Department April 2021 Report
6. Historical Society Report for April 2021
7. Approved 03/03/2021 Planning Commission Minutes
8. Approved 03/08/2021 Parks & Recreation Advisory Committee Minutes
9. Approved 03/24/2021 Planning Commission Minutes

Correspondence

1. Grand Traverse County Sheriff Department Statistics for March 2021 and 1st Quarter Totals 2021
2. Benak Memo 05/11/2021 re: Clarification on Face Mask Exemption
3. Vern Gutknecht Ethics Comment
4. Kim Elliott Marihuana Comments
5. MDHHS Epidemic Orders 4.19.2021 to 5.24.2021
6. Linda Slopsema Petition Submission
7. Networks Northwest Newsletter
8. Grand Traverse County Road Commission Gravel Road Brine Agreement
9. Honorable John Roth 104th District State Representative Newsletter 04/20/2021

Minutes

1. Recommend approval of 04/13/2021 regular meeting minutes

Bills for Approval

1. Approval of Alden State Bank vouchers # 46491 through 46599

Budget Amendments (none)

Revenue & Expenditure Report (none)

Motion by Benak to approve Consent Calendar items as presented; second by Vollmuth. Roll call vote: Goss, yes; Vollmuth, yes; Hubbell, yes; Popp, yes; Benak, yes. Motion carried.

Unfinished Business (41:50)**CPO Program Update Feb 2021**

There was no interest expressed in pursuing the CPO program.

DRAFT MINUTES**Skegemog Point Road Update (43:00)**

Popp relayed that the Grand Traverse County Road Commission is looking at policy changes about how they contribute to township projects.

Jason Gillman, Road Commission Board Vice Chair, is present via Zoom and stated they are working on a somewhat more equitable sharing plan, something that helps the smaller townships come up with some of the necessary money for road work. They are trying to develop a plan to put some money aside for each of the townships to credit toward certain projects that need to be done. There is no solid plan at this point, but it is starting to come together.

Discussion followed.

Whitewater Township Park Playground Project (48:00)

Motion by Popp to approve the expenditure of \$14,975 to Jahr Contractors for renovation of the campground playground area as outlined in a quote dated 04/26/2021; second by Hubbell.

Goss answered questions from Popp about the project.

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

New Business (55:30)

Resolution #2021-11 Recommend Approval of Petitions and Certification of Ballot Language

Motion by Benak to adopt Resolution #2021-11; second by Popp.

Goss indicated she would like to change the resolution number from 2021-11 to 21-11 to conform with previous 2021 resolutions.

Discussion followed.

Benak and Popp agreed with the change to 21-11.

Goss will send the resolution to the County Clerk right after the meeting is over.

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

Fire Department Request for Replacement of Brush 3 Vehicle (58:40)

Motion by Popp to approve Fire Chief Brandon Flynn's request to replace the existing outdated wildfire vehicle with equipment specified on LaFontaine quote 04/21/21 and Knapheide quote KD2163, as amended for truck manufacturer, not to exceed \$100,000; second by Hubbell.

Discussion followed.

DRAFT MINUTES

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

It was noted they will start taking 2022 orders later this summer.

Proposed Cell Tower Lease Amendment Right of First Refusal (1:06:18)

Motion by Goss to refer the proposed Limited First Right of Refusal language to the Fahey Schultz office for review and comment; second by Benak.

Discussion followed.

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

Popp will send the language to the attorney's office.

Approval of Lawn Maintenance Contractor (1:09:50)

Motion by Goss to select Lawn-N-Order as the township's lawn maintenance contractor for the 2021-2022-2023 seasons, and to authorize the clerk to enter into the appropriate Independent Contractor Agreement with the selected vendor; second by Hubbell.

Discussion followed.

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

Grand Traverse Plastics Letter of Support (1:19:45)

Motion by Popp to approve and sign letter of support for the Grand Traverse Plastics proposed expansion as written and provided below; second by Goss.

Discussion followed.

The motion was repeated.

Goss suggested striking "and provided below" from the motion.

Popp agreed to the change in the motion. Goss confirmed her second.

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

Introduction/Discussion of Industrial Facility Tax Exemption (1:34:43)

Popp provided some background information, suggested a public hearing be scheduled, and noted the time deadline is ambiguous.

Discussion followed.

DRAFT MINUTES

Popp and Vollmuth volunteered to work with the zoning administrator to create a map of a qualifying district.

Additional information will be requested from Northern Lakes Economic Alliance regarding the services they provide for the \$500 to \$1,000 fee.

Authorize Additional Compensation to Robert Hall and Kim Mangus re: Municode Manuscript Review (1:57:12)

Motion by Popp to authorize Certified Zoning Services to allocate up to 16 additional service hours or a maximum of \$450 for the review of the Municode manuscript as it relates to current ordinances; second by Vollmuth.

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

Motion by Popp to authorize payment to Kim Mangus for up to 16 hours of service at a rate of \$25.00 per hour to perform review services of the Municode manuscript as it relates to current ordinances; second by Vollmuth.

Discussion followed.

Roll call vote: Goss, no; Hubbell, no; Benak, no; Popp, yes; Vollmuth, yes. Motion failed.

Appointment of Township Board Representative to Planning Commission and ZBA (2:25:57)

Benak provided a memo and material for the packet, and asked the supervisor, now that he is aware that it is a violation of Ordinance 42 and the bylaws of the planning commission and zoning board of appeals, if he has changed his position on nominating a board member to either one of those boards or commissions.

Popp's reply was that his commitment to the people is the same and asked Benak where was her concern on 12/8 for the same ordinances and state statutes.

Lengthy discussion followed, including comments by a few members of the public.

Popp and Benak agreed to meet at 9:00 a.m. tomorrow to try to come up with some reasonable middle ground.

Tabled Items (3:30:20)

None

Board Comments/Discussion (3:30:22)

Benak reminded everyone about Cleanup Day on June 12, 8:00 to 12:00, with free tire drop off. Volunteers are appreciated.

Vollmuth asked to be told who is on Zoom at the beginning of the meeting.

DRAFT MINUTES**Announcements (3:31:50)**

Next regular meeting is June 8, 2021, at 9:00 a.m.

Public Comment (3:31:52)

Rebant offered to help with cleanup.

Adjournment (00:00)

Motion by Benak to adjourn; second by Hubbell. Roll call vote: Hubbell, yes; Popp, yes; Goss, yes; Vollmuth, yes; Benak, yes. Meeting adjourned at 12:31 p.m.

Respectfully submitted,

Cheryl A. Goss
Whitewater Township Clerk

Bills for Approval
June 8, 2021

ALDEN STATE BANK
ACCTS PAYABLE 5/12
PAYROLL 5/21
ACCTS PAYABLE 5/25
PAYROLL 6/4

46600 - 46701
46600 - 46635
46636 - 46664
46665 - 46682
46683 - 46701

Grand Total \$195,623.23
Gross Payroll \$13,407.43
Grand Total \$24,588.02
Gross Payroll \$10,236.73

ALDEN STATE BANK - MONEY MARKET

Check Register Report

Bills for Approval 06/08/2021

Date: 06/02/2021

Time: 11:51 am

Page: 1

Whitewater Township

BANK: ALDEN STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
ALDEN STATE BANK Checks								
46600	05/12/21	Printed			ACE	ACE HARDWARE	T8 Fluorescent Bulbs (10) PO 5068	59.95
46601	05/12/21	Printed			AD ASSESS	AD ASSESSING INC	May 2021	1,975.00
46602	05/12/21	Printed			AFLAC	AFLAC	April 2021	238.80
46603	05/12/21	Printed			AGT BATT	AGT BATTERY SUPPLY LLC	AA/9V/C Industrial Batteries & Streamlight Flashlight	276.05
46604	05/12/21	Printed			AMERICAN	AMERICAN WASTE	05/01/21 to 05/31/21	304.00
46605	05/12/21	Printed			BRANDON F	BRANDON FLYNN	May 2021 Stipend	40.00
46606	05/12/21	Printed			BS&A	BS&A SOFTWARE	Delinq Pers Prop/Special Assmt Annual Svc/Supp 5/1/21-5/1/22	576.00
46607	05/12/21	Printed			CHARTER	CHARTER COMMUNICATIONS	04/30/21 - 05/29/21	359.95
46608	05/12/21	Printed			CHERRY PRC	CHERRY PROPANE	383.1 gals @ 1.399/gal	535.96
46609	05/12/21	Printed			CHERRYLANE	CHERRYLAND ELECTRIC COOP	M-72 and Cook Rd 03/20/21 to 04/20/21	62.16
46610	05/12/21	Printed			CONSUMERS	CONSUMERS ENERGY	04/01/21 - 04/30/21	114.34
46611	05/12/21	Printed			DON WAY	DON WAY	240 Bundles of Wood PO 5070	1,920.00
46612	05/12/21	Printed			DTE ENERGY	DTE ENERGY	03/24/21 to 04/22/21	105.52
46613	05/12/21	Printed			EFTPS	EFTPS	Payroll 05/07/21	3,687.35
46614	05/12/21	Printed			FAHEY	FAHEY SCHULTZ BURZYCH RHODES	Marihuana Petitions	2,025.50
46615	05/12/21	Printed			FUELMAN	FUELMAN	April 2021	343.82
46616	05/12/21	Printed			GOURDIE	GOURDIE-FRASER & ASSOCIATES	Annual Septic Startup	200.00
46617	05/12/21	Printed			GT METRO	GRAND TRAVERSE METRO	Annual Fee Fit Test Machine Calibration	122.86
46618	05/12/21	Printed			GT MOBILE	GRAND TRAVERSE MOBILE COMM	Laird 800 MHz Antenna & Cables Chief's Vehicle	127.25
46619	05/12/21	Printed			HURST	HURST MECHANICAL	Labor to Replace Inside Hose Assembly Middle Dump Station	274.15
46620	05/12/21	Printed			JUGS SPORT	JUGS SPORTS, INC	Pitching machine balls (2 doz baseballs/4 doz softballs)	232.50
46621	05/12/21	Printed			KASSON	KASSON SAND AND GRAVEL	50 Tons Diamond Dust for HPP Ballfields	1,242.95
46622	05/12/21	Printed			CULLIGAN	MCCARDEL CULLIGAN WATER COND	May Cooler Rental	9.00
46623	05/12/21	Printed			MOBILE MED	MOBILE MEDICAL RESPONSE	1/2 Annual Subsidy	147,500.00
46624	05/12/21	Printed			MUM	MUNICIPAL UNDERWRITERS OF	Michigan Twp Par Plan 06/01/21 to 06/01/22	27,992.00
46625	05/12/21	Printed			NETLINK	NETLINK BUSINESS SOLUTIONS	Maint Agrmt 04/29/21-07/30/21 Color Copies 01/30/21-04/29/21	591.81
46626	05/12/21	Printed			NORTHSHOR	NORTHSHORE DOCK LLC	Dock Installation	300.00
46627	05/12/21	Printed			POSTMASTEI	POSTMASTER	P.O. Box 9 Rental - 12 Months	86.00
46628	05/12/21	Printed			SPARTAN AT	SPARTAN ATHLETIC CO.	21' Players Bench w/Back (2)	1,479.90
46629	05/12/21	Printed			STATE TAX	STATE OF MICHIGAN - TREASURY	Payroll 04/09/21 & 04/23/21	724.75
46630	05/12/21	Printed			STINSON	STINSON LANDSCAPING	Annual Startup of Water at HPP	135.00
46631	05/12/21	Printed			TC RECORD	TC RECORD-EAGLE, INC.	Invit to Bid Lawn Maintenance	110.80
46632	05/12/21	Printed			TRENTON K	TRENTON KOOISTRA	Mileage 04/24/20	45.36
46633	05/12/21	Printed			VERIZON	VERIZON WIRELESS	03/24/21 to 04/23/21	40.01
46634	05/12/21	Printed			VISA	VISA	Clerk/Treas/Twp Bd/Cemetery/ Fire/Ambulance/Park/Historical Sharp Copier 04/29/21-05/28/21	1,700.89
46635	05/12/21	Printed			WELLS F	WELLS FARGO FINANCIAL	Workers' Comp 6/1/21 to 6/1/22	83.60
46665	05/25/21	Printed			ACCIDENT	ACCIDENT FUND COMPANY	Hasp for Dump Station PO 5075	8,183.00
46666	05/25/21	Printed			ACE	ACE HARDWARE	Last Week of April	18.99
46667	05/25/21	Printed			AMERICAN	AMERICAN WASTE	1st Application Pest Control	67.50
46668	05/25/21	Printed			CHEMICAL	CHEMICAL CONTROL CO INC	4/12/21 - 5/10/21	270.00
46669	05/25/21	Printed			CONSUMERS	CONSUMERS ENERGY	160 Bundles Wood (PO 5091)	1,549.70
46670	05/25/21	Printed			DON WAY	DON WAY	Miscellaneous Items for WTP	1,280.00
46671	05/25/21	Printed			GILL-ROY	GILL-ROY'S HARDWARE 6737	177 Bags	302.37
46672	05/25/21	Printed			HOME CITY	HOME CITY ICE COMPANY	HPP Start-Up Certification	205.01
46673	05/25/21	Printed			HURST	HURST MECHANICAL	Shower Motors (5) and Labor to Install	164.49
46674	05/25/21	Printed			JAMES LE	JAMES LEGATO	Dues 7/1/21 - 6/30/22	676.40
46675	05/25/21	Printed			MICHIGAN T	MICHIGAN TOWNSHIPS ASSOCIATION	Annual Support - Year 4/5	3,865.97
46676	05/25/21	Printed			MILTON T	MILTON TOWNSHIP		1,000.00

Check Register Report

Bills for Approval 06/08/2021

Date: 06/02/2021

Time: 11:51 am

Page: 2

Whitewater Township

BANK: ALDEN STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
ALDEN STATE BANK Checks								
46677	05/25/21	Printed			NETLINK	NETLINK BUSINESS SOLUTIONS	Tech Support - Treasurer Lapto and Historical Laptop	180.00
46678	05/25/21	Printed			ROBERT WIL	ROBERT B WILKINSON	Interment of Cremains - D. Bolton	225.00
46679	05/25/21	Printed			STAPLES	STAPLES CREDIT PLAN	POs 5034, 5061 & 5069	338.42
46680	05/25/21	Printed			STROBES	STROBES N MORE	Upfit Equipment for New Fire Chief Vehicle	6,162.47
46681	05/25/21	Printed			TOWER	THE TOWER COMPANY, INC	Inside Hose Assembly at Middle Dump Station	87.50
46682	05/25/21	Printed			TRENTON K	TRENTON KOOISTRA	Mileage on 5/11/21	11.20

Total Checks: 54

Checks Total (excluding void checks): 220,211.25

Total Payments: 54

Bank Total (excluding void checks): 220,211.25

Total Payments: 54

Grand Total (excluding void checks): 220,211.25

Bills for Approval 06/08/2021

Time: 11:52 am

Page: 1

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 101 GENERAL FUND							
Dept: 101 Township Board							
101-101-727	Office Supplies & Exp						
	STAPLES CREDIT PLAN		POs 5034, 5061 & 5069	46679	05/09/2021	05/25/2021	-10.83
	STAPLES CREDIT PLAN		POs 5034, 5061 & 5069	46679	05/09/2021	05/25/2021	120.44
	VISA		Clerk/Treas/Twp Bd/Cemetery/	46634	04/27/2021	05/12/2021	15.89
							125.50
101-101-840	Dues and Membershi						
	MICHIGAN TOWNSHIPS ASS		Dues 7/1/21 - 6/30/22	46675	05/15/2021	05/25/2021	3,865.97
							3,865.97
101-101-852	Promotional Expense						
	MILTON TOWNSHIP	1004	Annual Support - Year 4/5	46676	05/01/2021	05/25/2021	1,000.00
							1,000.00
101-101-901	Publishing						
	TC RECORD-EAGLE, INC.	04212055	Invit to Bid Lawn Maintenance	46631	04/30/2021	05/12/2021	110.80
							110.80
101-101-940	Equipment Rental						
	WELLS FARGO FINANCIAL	5014941770	Sharp Copier 04/29/21-05/28/21	46635	05/03/2021	05/12/2021	83.60
							83.60
							Total Dept. Township Board: 5,185.87
Dept: 209 Assessor							
101-209-807	Assessing Services						
	AD ASSESSING INC		May 2021	46601	05/01/2021	05/12/2021	1,975.00
							1,975.00
							Total Dept. Assessor: 1,975.00
Dept: 210 Attorney							
101-210-801	Legal Services						
	FAHEY SCHULTZ BURZYCH	58877	Municode Recodification	46614	05/05/2021	05/12/2021	902.50
	FAHEY SCHULTZ BURZYCH	58878	Municode Recodification	46614	05/05/2021	05/12/2021	495.00
	FAHEY SCHULTZ BURZYCH	58879	Marihuana Petitions	46614	05/05/2021	05/12/2021	628.00
							2,025.50
							Total Dept. Attorney: 2,025.50
Dept: 215 Clerk							
101-215-727	Office Supplies & Exp						
	STAPLES CREDIT PLAN		POs 5034, 5061 & 5069	46679	05/09/2021	05/25/2021	94.05
							94.05
101-215-880	Education & Training						
	VISA		Clerk/Treas/Twp Bd/Cemetery/	46634	04/27/2021	05/12/2021	159.00
							159.00
							Total Dept. Clerk: 253.05
Dept: 253 Treasurer							
101-253-847	Software Support						
	BS&A SOFTWARE	135317	Delinq Pers Prop/Special Assmt	46606	05/01/2021	05/12/2021	576.00
							576.00
101-253-880	Education & Training						
	VISA		Clerk/Treas/Twp Bd/Cemetery/	46634	04/27/2021	05/12/2021	318.00
							318.00
							Total Dept. Treasurer: 894.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-265-740	Operating Expense & MCCARDEL CULLIGAN WATI		May Cooler Rental	46622	05/01/2021	05/12/2021	9.00
							<u>9.00</u>
101-265-811	Waste Removal Servi AMERICAN WASTE	4368012	05/01/21 - 05/31/21	46604	05/01/2021	05/12/2021	17.00
							<u>17.00</u>
101-265-851	Internet/Website CHARTER COMMUNICATION	0018737043021	04/30/21 - 05/29/21	46607	04/30/2021	05/12/2021	119.99
							<u>119.99</u>
101-265-922	Electricity CONSUMERS ENERGY	204655478469	4/12/21 - 5/10/21	46669	05/10/2021	05/25/2021	150.65
							<u>150.65</u>
101-265-923	Electric Heat CONSUMERS ENERGY	204655478470	4/12/21 - 5/10/21	46669	05/10/2021	05/25/2021	324.71
							<u>324.71</u>
101-265-924	Telephone CHARTER COMMUNICATION	0018737043021	04/30/21 - 05/29/21	46607	04/30/2021	05/12/2021	49.99
							<u>49.99</u>
101-265-930	Facility Repairs/Maint ACE HARDWARE	121365	T8 Fluorescent Bulbs (10)	46600	05/01/2021	05/12/2021	59.95
	CHEMICAL CONTROL CO INC	15794	1st Application Pest Control	46668	05/20/2021	05/25/2021	145.00
							<u>204.95</u>
101-265-931	Office Equipment Rep NETLINK BUSINESS SOLUTI	142330	Tech Support 04/14/21 - Treas	46625	04/28/2021	05/12/2021	210.00
	NETLINK BUSINESS SOLUTI	142309	Maint Agrmt 04/29/21-07/30/21	46625	04/28/2021	05/12/2021	381.81
	NETLINK BUSINESS SOLUTI	142446	Tech Support - Treasurer Lapto	46677	05/19/2021	05/25/2021	180.00
							<u>771.81</u>
Total Dept. Township Hall & Grounds:							<u>1,648.10</u>
Dept: 276 Cemetery							
101-276-740	Operating Expense & VISA		Clerk/Treas/Twp Bd/Cemetery/	46634	04/27/2021	05/12/2021	340.74
							<u>340.74</u>
101-276-808	Cemetery Sexton ROBERT B WILKINSON		Interment of Cremains -	46678	05/25/2021	05/25/2021	225.00
							<u>225.00</u>
101-276-922	Electricity CONSUMERS ENERGY	202252719685	4/12/21 - 5/10/21	46669	05/10/2021	05/25/2021	104.08
							<u>104.08</u>
Total Dept. Cemetery:							<u>669.82</u>
Dept: 803 Historical Society							
101-803-727	Office Supplies & Exp VISA		Clerk/Treas/Twp Bd/Cemetery/	46634	04/27/2021	05/12/2021	148.39
							<u>148.39</u>
Total Dept. Historical Society:							<u>148.39</u>
Dept: 865 Insurance							
101-865-820	Liability Insurance MUNICIPAL UNDERWRITERS	3978	Michigan Twp Par Plan 06/01/21	46624	04/28/2021	05/12/2021	6,371.00
							<u>6,371.00</u>
101-865-821	Workers Compensati						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	ACCIDENT FUND COMPANY		Workers' Comp 6/1/21 to 6/1/22	46665	05/09/2021	05/25/2021	1,440.00
							<u>1,440.00</u>
						Total Dept. Insurance:	<u>7,811.00</u>
						tal Fund GENERAL FUND:	<u>20,610.73</u>

CHERRYLAND ELECTRIC CO		M-72 & Moore Rd	46609	04/28/2021	05/12/2021	23.66
CHERRYLAND ELECTRIC CO		M-72 and Skegemog Point Rd	46609	04/28/2021	05/12/2021	23.66
CHERRYLAND ELECTRIC CO		M-72 and Cook Rd	46609	04/28/2021	05/12/2021	14.84
CONSUMERS ENERGY	202697640892	04/01/21 - 04/30/21	46610	04/30/2021	05/12/2021	44.80
CONSUMERS ENERGY	206257202208	04/01/21 - 04/30/21	46610	04/30/2021	05/12/2021	14.94
						121.90
Total Dept. Road Right of Way:						121.90
Total Fund ROAD FUND:						121.90

206-336-924 Telephone							
CHARTER COMMUNICATION	0010619050121	05/01/21 - 05/31/21	46607	05/01/2021	05/12/2021	99.98	

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
208-756-922	Electricity						
	CONSUMERS ENERGY	204744465982	4/13/21 - 5/11/21	46669	05/11/2021	05/25/2021	367.59
	CONSUMERS ENERGY	204744465981	4/13/21 - 5/11/21	46669	05/11/2021	05/25/2021	83.84
							451.43
208-756-929	Propane						
	CHERRY PROPANE	9666	383.1 gals @ 1.399/gal	46608	04/23/2021	05/12/2021	535.96
							535.96
208-756-930	Facility Repairs/Maint						
	ACE HARDWARE	121612	Hasp for Dump Station	46666	05/19/2021	05/25/2021	18.99
	CHEMICAL CONTROL CO INC	15795	1st Application Pest Control	46668	05/20/2021	05/25/2021	125.00
	GILL-ROY'S HARDWARE 673	2105-655154	Miscellaneous Items for WTP,	46671	05/05/2021	05/25/2021	74.26
	GILL-ROY'S HARDWARE 673	2105-694626	Item Returned (PO 5084)	46671	05/13/2021	05/25/2021	-3.99
	GILL-ROY'S HARDWARE 673	2105-701200	100' Wire (PO 5087)	46671	05/14/2021	05/25/2021	52.98
	GILL-ROY'S HARDWARE 673	2105-720228	Miscellaneous Items for WTP	46671	05/17/2021	05/25/2021	41.39
	GILL-ROY'S HARDWARE 673	2105-743290	Item Returned (PO 5088)	46671	05/20/2021	05/25/2021	-5.89
	GILL-ROY'S HARDWARE 673	2105-743302	Miscellaneous Items for WTP	46671	05/20/2021	05/25/2021	39.72
	HURST MECHANICAL	9387629	Labor to Replace Inside Hose	46619	05/11/2021	05/12/2021	274.15
	JAMES LEGATO		Shower Motors (5) and Labor to	46674	05/21/2021	05/25/2021	676.40
	THE TOWER COMPANY, INC	13198	Inside Hose Assembly at Middle	46681	04/26/2021	05/25/2021	87.50
							1,380.51
							Total Dept. Township Park: 7,219.26
Dept: 865	Insurance						
208-865-820	Liability Insurance						
	MUNICIPAL UNDERWRITERS	3978	Michigan Twp Par Plan 06/01/21	46624	04/28/2021	05/12/2021	3,301.00
							3,301.00
208-865-821	Workers Compensation						
	ACCIDENT FUND COMPANY		Workers' Comp 6/1/21 to 6/1/22	46665	05/09/2021	05/25/2021	1,028.00
							1,028.00
							Total Dept. Insurance: 4,329.00
							Total Fund PARK FUND: 11,548.26
Fund: 209	RECREATION FUND						
Dept: 757	Recreation						
209-757-740	Operating Expense &						
	GILL-ROY'S HARDWARE 673	2105-662952	Six 5-gal Pails Batting Cage	46671	05/07/2021	05/25/2021	30.54
	JUGS SPORTS, INC	888492	Pitching machine balls (2 doz	46620	04/28/2021	05/12/2021	232.50
	STINSON LANDSCAPING	058783	Annual Startup of Water at HPP	46630	05/03/2021	05/12/2021	135.00
							398.04
209-757-922	Electricity						
	CONSUMERS ENERGY	206435023830	03/24/21 to 04/22/21	46610	04/22/2021	05/12/2021	54.60
	CONSUMERS ENERGY	204655478468	4/12/21 - 5/10/21	46669	05/10/2021	05/25/2021	29.28
							83.88
209-757-930	Facility Repairs/Maint						
	GILL-ROY'S HARDWARE 673	2105-655154	Miscellaneous Items for WTP,	46671	05/05/2021	05/25/2021	42.40
	HURST MECHANICAL	9390447	HPP Start-Up Certification	46673	05/12/2021	05/25/2021	164.49
	KASSON SAND AND GRAVEL	415902	50 Tons Diamond Dust for	46621	05/07/2021	05/12/2021	1,242.95
							1,449.84
209-757-970	Capital Expenditure						
	SPARTAN ATHLETIC CO.	905291	21' Players Bench w/Back (2)	46628	04/26/2021	05/12/2021	1,479.90
							1,479.90
							Total Dept. Recreation: 3,411.66

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund RECREATION FUND:							3,411.66
Fund: 210 AMBULANCE FUND							
Dept: 651 Ambulance							
210-651-740	Operating Expense & VISA		Clerk/Treas/Twp Bd/Cemetery/	46634	04/27/2021	05/12/2021	135.20
							135.20
210-651-806	Contractual Services						
	MOBILE MEDICAL RESPON	0001497-IN	1/2 Annual Subsidy	46623	04/30/2021	05/12/2021	147,500.00
							147,500.00
210-651-811	Waste Removal Servi						
	AMERICAN WASTE	4367408	05/01/21 - 05/31/21	46604	05/01/2021	05/12/2021	8.50
							8.50
210-651-920	Natural Gas						
	DTE ENERGY		03/24/21 to 04/22/21	46612	04/23/2021	05/12/2021	52.76
							52.76
210-651-922	Electricity						
	CONSUMERS ENERGY	206346102352	4/12/21 - 5/10/21	46669	05/10/2021	05/25/2021	244.77
							244.77
Total Dept. Ambulance:							147,941.23
Fund AMBULANCE FUND:							147,941.23
Fund: 406 FIRE CAPITAL IMPROV							
Dept: 000							
406-000-970	Capital Expenditure						
	STROBES N MORE	225354	Upfit Equipment for New Fire	46680	05/01/2021	05/25/2021	6,162.47
							6,162.47
Total Dept. 000:							6,162.47
AL IMPROVEMENT FUND:							6,162.47
Fund: 750 PAYROLL CLEARING F							
Dept: 000							
750-000-258	Accrued Payroll Taxes						
	EFTPS	270151790581128	Payroll 04/23/21	46613	04/27/2021	05/12/2021	1,985.44
	EFTPS	270153001511363	Payroll 05/07/21	46613	05/10/2021	05/12/2021	1,701.91
	STATE OF MICHIGAN - TREA	SMIBUS004660422	Payroll 04/09/21 & 04/23/21	46629	05/06/2021	05/12/2021	724.75
							4,412.10
Total Dept. 000:							4,412.10
YROLL CLEARING FUND:							4,412.10
Grand Total:							220,211.25

MEMO

To: Whitewater Township Board
From: Cheryl A. Goss, Clerk
Date: 06/02/2021
Re: Budget Amendment re: Purchase of Snowmobiles

At the 4/13/2021 meeting, the board approved the purchase of two snowmobiles from the Fire Capital Improvement Fund. This expenditure was not taken into consideration in the 2021/2022 budget process. Therefore, the following budget amendments are necessary.

FIRE CAPITAL IMPROVEMENT FUND:

GL#	Description	Debit	Credit
406-000-970	Capital Expenditure	\$26,600	
406-000-390	Fund Balance		\$26,600

FIRE FUND:

GL#	Description	Debit	Credit
206-000-390	Fund Balance	\$11,854	
206-336-970	Capital Expenditure		\$11,854

Since Budget Amendments fall under the Consent Calendar, a separate motion is not required to approve these amendments.

###

Memo

To: Whitewater Township Board
From: Ron Popp, Supervisor
CC: None
Date: 5.24.2021
Re: First Right of Refusal - Cell Tower Leases – May 2021 Update

All –

On May 24, 2021 a Confidential Legal Opinion from Mr. Chris Patterson of Fahey Schultz Burzych Rhodes was provided by email to all Board Members regarding MD7's Limited Right of First Refusal (ROFR) to the lands in and around the cell phone towers.

In review, MD7 representing American Tower, the Township's lessee, reached out with the ROFR request because some of American Tower leases, have been sold by the land holder to other operators without prior notification to American Tower. Once the new operator takes over the site, American Tower is faced with a few undesirable decisions.

Mr. Patterson's recommended ROFR modifications ask for a definition, a narrowing of scope, and a reduction of notification deadlines. Not being a fan of easements or encumbrances of any kind, this offer strikes me differently. Professional wireless consultants have advised the Township the current lease terms are in the Township's favor and recommend "holding" rather than selling it. When the current lease expires around 2041, or advancing technology makes the tower obsolete, like 5G, a competitor to American Tower will not offer to buy the asset. The point being, the Township is very unlikely to sell the current lease and this offer generates an additional one-time revenue of \$5,000 per tower.

A proposed motion may look like: Motion authorizing the Supervisor to negotiate with MD7 for a modified ROFR in accordance with Chris Patterson's Confidential Legal Opinion dated May 23, 2021 returning such modified ROFR to the Board for final approval.

Thank you.



Ron Popp
Supervisor, Whitewater Township

MEMO

To: Whitewater Township Board
From: Cheryl A. Goss, Clerk
Date: 06/03/2021
Re: Engagement Letter re: FYE 03/31/2021 Audit

Attached please find Tobin & Co.'s engagement letter for the 03/31/2021 FYE Audit. The gross fee will not exceed \$6,450.00; out-of-pocket costs will not exceed \$200.00. The fee to prepare the Michigan F-65 Annual Local Unit Fiscal Report is \$300.00.

Total costs for the audit and F-65 will not exceed \$6,950.00.

Last year's fee to conduct the audit was \$6,300.00; other costs/fees are the same as last year.

An appropriate motion would be: Motion to approve the expenditure of up to \$6,950 for the FYE 03/31/2021 audit and F-65 preparation, and to authorize the clerk to sign the engagement letter dated 04/30/2021.

###

Tobin & Co.

April 30, 2021

RECEIVED
5-17-21
CB

Supervisor and Township Board
Whitewater Township
P. O. Box 159
Williamsburg, MI 49690-0159

We are pleased to confirm our understanding of the services we are to provide Whitewater Township for the fiscal year ending March 31, 2021.

We will audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Whitewater Township as of and for the year ending March 31, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Whitewater Township's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Whitewater Township's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

Management's Discussion and Analysis.
Budgetary Comparison Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies Whitewater Township's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, either in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements.

Combining and Individual Fund Financial Statements and Schedules
State Audit Division Auditing Procedures Report – Form L 3174.

Certified Public Accountants

Tobin & Co., P.C.
2301 Garfield Rd., N
Suite B
Traverse City, MI 49686-5167

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Audit Procedures for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safe guards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of you confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Whitewater Township's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of Whitewater Township in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles;

and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information. You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Tobin & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Michigan or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Tobin & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Michigan or its designee. The State of Michigan or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to issue our reports no later than August 31, 2021. Lynn Bennett is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, will not exceed \$6,450.00 for the year ended March 31, 2021. Out-of-pocket costs will not exceed \$200.00. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on the anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. At your request, we will prepare the State Form F-65, and our fee for preparing it will be \$300.00.

We will issue a written report upon completion of our audit of Whitewater Township's financial statements. Our report will be addressed to management and those charged with governance of Whitewater Township. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Whitewater Township and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Tobin & Co., P.C.

Tobin & Co., P.C.

RESPONSE:

This letter correctly sets forth the understanding of Whitewater Township.

By: _____

Date: _____

Memo

To: Whitewater Township Board
From: Ron Popp, Supervisor
CC: None
Date: 5-25-2021
Re: Industrial Development District and the Industrial Facility Tax Program

Board Members -

Last month a small presentation regarding the Industrial Facility tax Certificate Exemption (IFT) program was part of the Board Packet. Thank you to the Northern Lakes Economic Alliance Group and The Michigan Economic Development Corporation for their input on that information. Digging deeper into the Industrial Facilities Tax (IFT) Exemption process we learn of time sensitive steps, required public hearings and certified U.S. Mail notice requirements that must be met before proceeding with the 50% tax abatement on new real and personal property. Board consensus from the May 11, 2021 meeting was to establish the process for creating an Industrial Development District (IDD) which encompassed the entire N-Industrial Zoning District of Whitewater Township thusly positioning the Township in a supportive development role for the District. Working with Zoning Administrator Bob Hall, and Mr. Chris Patterson of Fahey Schultz Burzych Rhodes, the following resolution to create an IDD is presented for your discussion and possible approval.

On May 3, 2021 the Township received a request from GTP Acquisition, LLC, a holding company for the operating company Grand Traverse Plastics, Co. (GTP) to establish an Industrial Development District (IDD) at the following Moore Road addresses: 5814, 5780, & 5770 Moore Road, Williamsburg, Michigan 49690. If the resolution and its map exhibit(s) describing the N-Industrial Zoning District below is approved for public hearing it would accomplish the first step in the process.

Following the resolution is a flow chart developed from a cut and paste of Public Act 198 of 1974 to help paint a more detailed picture of what will take place.

A motion for consideration: Motion to schedule a Public Hearing at the Next Regular Meeting of the Whitewater Township Board Tuesday July 13, 2021 for the purpose of discussing, modifying, adopting, or denying the proposed resolution creating an Industrial Development District in the entire N-Industrial Zoning District of Whitewater Township as presented below.

Respectfully submitted,



Ron Popp
Supervisor, Whitewater Township

From: Christopher Patterson <cpatterson@fsbirlaw.com>
Sent: Thursday, May 27, 2021 2:49 PM
To: supervisor@whitewatertownship.org
Cc: Matthew Stokes
Subject: RE: May 31st deadline
Attachments: 2021.05.25 Resolution Establishing Whitewater Township Industrial Development District.doc; 2021.05.26 _Whitewater Township_Public Notice of Hearing re IDD.docx

Good afternoon Ron:

As requested, we drafted a notice of public hearing and a resolution approving the proposed Industrial Development District encompassing the entire N-Industrial District (see attached).

The Plant Rehabilitation and Industrial Districts Act, PA 198 of 1974 (the "Act"), requires the Township to provide **at least 14 days' written notice by certified mail** to the owners of all real property within the industrial development district as determined by the tax records **and** hold a public hearing on the establishment of the industrial development district before adopting a resolution establishing one. MCL 207.554(4).

In addition to notice by certified mail, it would be prudent to publish a notice of the hearing in a newspaper within the Township and post the notice in a public place. The State of Michigan's sample resolution contains the following language:

WHEREAS, written notice has been given by mail to all owners of real property located **within the district, and to the public by newspaper advertisement in the (newspaper) and/or public posting of the hearing on the establishment of the proposed district.**

(See State of Michigan website:
<https://search.michigan.gov/AppBuilder/search?ctx=SOM&q=resolution%20established%20industrial%20development%20district>
)

While the Act does not mention publication notice or posting notice, it would be prudent to do so as it would help to ensure public participation.

Please do not hesitate to reach out if you have any further questions or concerns.

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

4151 Okemos Road, Okemos, MI 48864 USA

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

From: supervisor@whitewatertownship.org <supervisor@whitewatertownship.org>
Sent: Tuesday, May 25, 2021 3:18 PM
To: Christopher Patterson <cpatterson@fsbirlaw.com>

WHITEWATER TOWNSHIP
RESOLUTION TO ESTABLISH
INDUSTRIAL DEVELOPMENT DISTRICT NO. 1

RESOLUTION NO. _____

At a regular meeting of the Township Board of the Whitewater Township, Grand Traverse County, Michigan, (“Township”), held at the Whitewater Township Hall, 5777 Vinton Rd., Williamsburg, Michigan, on the ____ day of _____2021, at ____ p.m., Eastern Daylight Time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by _____.

WHEREAS, pursuant to the Plant Rehabilitation and Industrial Development Districts Act, PA 198 of 1974, MCL 207.551 *et seq.*, as amended, Whitewater Township has the authority to establish “Industrial Development Districts” within Whitewater Township; and

WHEREAS, pursuant to MCL 207.554(2), Whitewater Township on its own initiative has determined it is in the best interest of the community to establish the proposed Industrial Development District No. 1 to encourage and facilitate business and industrial growth in the Township; and

WHEREAS, the proposed Industrial Development District No. 1 will consist of the *current* properties identified within the boundaries of the N-Industrial District shown on the Whitewater Township Zoning Map attached as **Exhibit 1** (the “Subject Properties”); and

WHEREAS, Whitewater Township has given written notice by certified mail to all owners

of real property located within the proposed Industrial Development District No. 1 as determined by the tax records, and to the public by newspaper publication in the _____ and public posting of the hearing on the establishment of the proposed district; and

WHEREAS, pursuant to MCL 207.554(9), Whitewater Township must hold a public hearing prior to establishing the proposed district; and

NOW, THEREFORE, BE IT RESOLVED by the Township Board of Whitewater Township, Grand Traverse County, Michigan, as follows:

1. The Township Board held a public hearing on establishing Industrial Development District No. 1 on _____, 2021, at ____:____ p.m. during the regular Township Board meeting.

2. The Township Board establishes Industrial Development District No. 1 consisting of the Subject Properties located in the N-Industrial District as depicted by the Whitewater Township Zoning Map attached as **Exhibit 1**.

3. This Resolution shall take effect and be in force immediately upon its adoption.

4. All prior resolutions and parts of prior resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

ROLL CALL VOTE

Yeas: _____

Nays: _____

Absent/Abstain: _____

RESOLUTION DECLARED ADOPTED.

Ron Popp, Supervisor
Whitewater Township

STATE OF MICHIGAN)
) ss
COUNTY OF GRAND TRAVERSE)

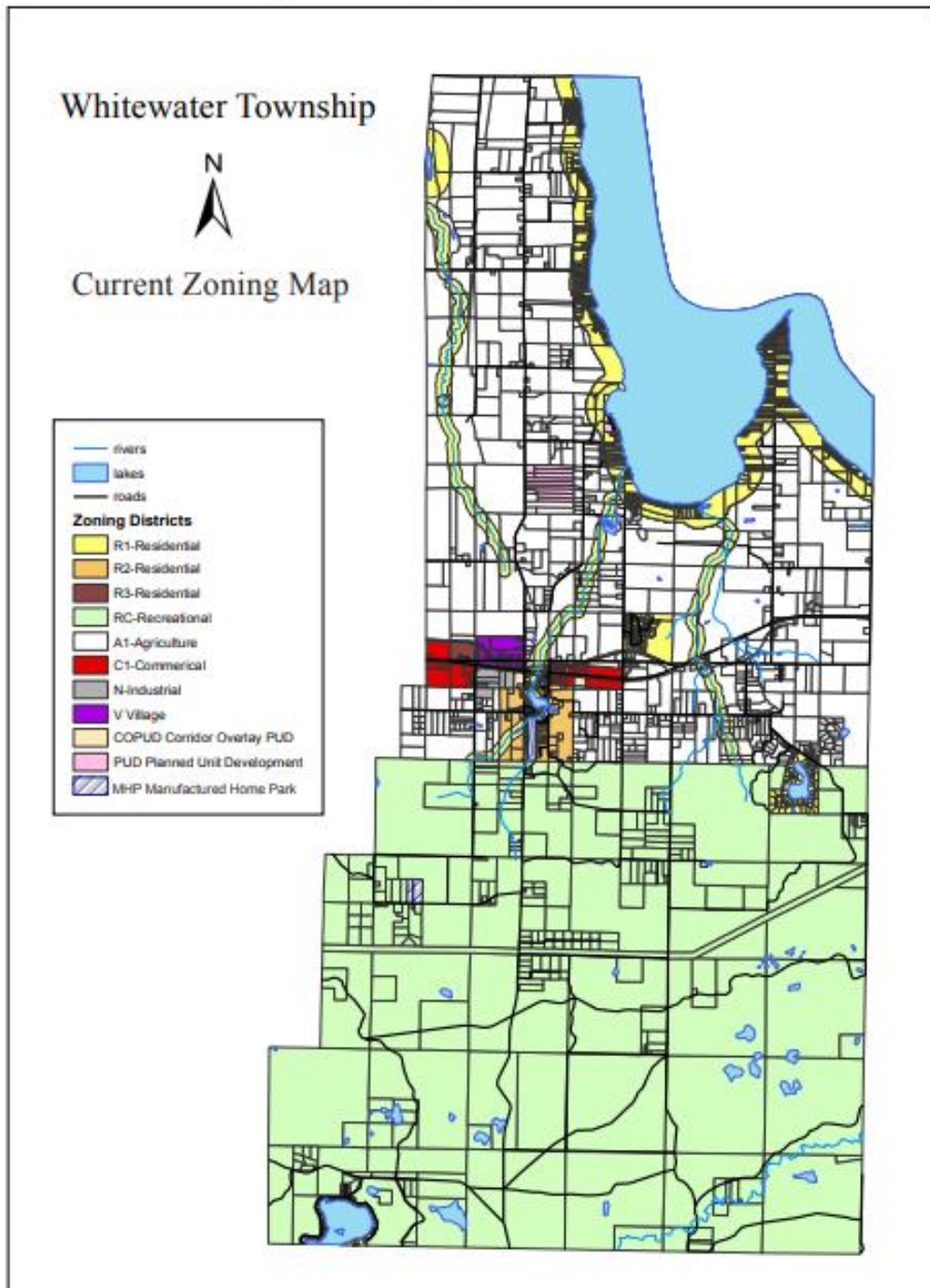
I, Cheryl Goss, the duly qualified and acting Clerk for Whitewater Township, Grand Traverse County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Whitewater Township Board at a meeting held on the _____ day of _____, 2021, and further certify that the above Resolution was adopted at said meeting.

Cheryl Goss, Clerk
Whitewater Township

Dated: _____, 2021

Exhibit 1

Figure 29. Whitewater Township Current Zoning Map







Industrial Facility Tax Exemption Process

Pertaining to Whitewater Township, Grand Traverse County, Michigan

May 25, 2021

The following is a synopsis of Public Act 198 of 1974 detailing required actions to complete the IFT exemption process. A full version of Public Act 198 of 1974 can be found [HERE](#) and a Frequently Asked Questions (FAQ) document can be found [HERE](#).

- 1) Under MCL 207.544 an eligible business files a written request with the Clerk of the Local Unit of Government (LUG) to establish a Plant Rehabilitation District (PRD) or an Industrial Development District (IDD) within the LUG.
- 2) The LUG generates a resolution describing the boundaries of a proposed PRD or IDD to be presented at a public hearing held by the LUG. All properties within the proposed PRD or IDD must be notified of the public hearing by Certified Mail. As a courtesy, it has been recommended all other taxing entities effected by the proposed PRD or IDD be notified by First Class US Mail. Standard notice and publishing requirements for a public hearing are required. Upon results of the Public Hearing, the LUG may elect to adopt, modify or decline the PRD or IDD described in the resolution.
- 3) Upon receipt of an application for an industrial facilities exemption certificate on Michigan Department of Treasury form 1012 as amended, and in accordance with MCL 207.555 the clerk of the LUG shall notify in writing the assessor of the assessing unit in which the facility is located and the legislative body of each taxing unit that levies ad valorem property taxes in the LUG in which the facility is located. Before acting upon the application, the legislative body of the LUG shall afford the applicant, the assessor, and a representative of the affected taxing units an opportunity for a hearing. MCL 207.555 omits the word “public” in its hearing requirement however, recommendations are for a public hearing with all standard notice and publishing requirements for a public hearing in effect. MCL 207.555 provides for application fees to offset administrative costs in connection with processing the application.
- 4) Additional requirements for the LUG to navigate before action on any IFT application are found in MCL 207.559. Subsection provisions of interest for Whitewater Township follow:

Sec. 9. (1) The legislative body of the local governmental unit, in its resolution approving an application, shall set forth a finding and determination that the granting of the industrial facilities exemption certificate, considered together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force, shall not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of a taxing unit that levies an ad valorem property tax in the local governmental unit in which the facility is located or

to be located. If the state equalized valuation of property proposed to be exempt pursuant to an application under consideration, considered together with the aggregate state equalized valuation of property exempt under certificates previously granted and currently in force, exceeds 5% of the state equalized valuation of the local governmental unit, the commission, with the approval of the state treasurer, shall make a separate finding and shall include a statement in the order approving the industrial facilities exemption certificate that exceeding that amount shall not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of an affected taxing unit.

(2) Except for an application for a speculative building, which is governed by subsection (4), the legislative body of the local governmental unit shall not approve an application and the commission shall not grant an industrial facilities exemption certificate unless the applicant complies with all of the following requirements:

(a) does not apply

(b) For applications made after December 31, 1983, the proposed facility shall be located within a plant rehabilitation district or industrial development district that was duly established in a local governmental unit eligible under this act to establish a district and that was established upon a request filed or by the local governmental unit's own initiative taken before the commencement of the restoration, replacement, or construction of the facility.

(c) For applications made after December 31, 1983, the commencement of the restoration, replacement, or construction of the facility occurred not earlier than 6 months before the filing of the application for the industrial facilities exemption certificate.

(d) The application relates to a construction, restoration, or replacement program that when completed constitutes a new or replacement facility within the meaning of this act and that shall be situated within a plant rehabilitation district or industrial development district duly established in a local governmental unit eligible under this act to establish the district.

(e) Completion of the facility is calculated to, and will at the time of issuance of the certificate have the reasonable likelihood to create employment, retain employment, prevent a loss of employment, or produce energy in the community in which the facility is situated.

(f) Completion of the facility does not constitute merely the addition of machinery and equipment for the purpose of increasing productive capacity but rather is primarily for the purpose and will primarily have the effect of restoration, replacement, or updating the technology of obsolete industrial property. An increase in productive capacity, even though significant, is not an impediment to the issuance of an industrial facilities exemption certificate if other criteria in this section and act are met. This subdivision does not apply to a new facility.

(3&4) do not apply

(5) Not later than September 1, 1989, the commission shall provide to all local assessing units the name, address, and telephone number of the person on the commission staff responsible for providing procedural information concerning this act. After October 1, 1989, a local unit of government shall notify each prospective applicant of this information in writing.

5) Approval or denial of applications for industrial facilities tax exemptions is a two-step process with further guidance provided by MCL 207.556 and are stated as such:

Sec. 6. The legislative body of the local governmental unit, not more than 60 days after receipt by its clerk of the application, shall by resolution either approve or disapprove the application for an industrial facilities exemption certificate in accordance with section 9 and the other provisions of this act. If disapproved, the reasons shall be set forth in writing in the resolution. If approved, the clerk shall forward the application to the commission within 60 days of approval or before October 31 of that year, whichever is first, or as otherwise provided in section 7 in order to receive the industrial facilities exemption certificate effective for the following year. If disapproved, the clerk shall return the application to the applicant. The applicant may appeal the disapproval to the commission within 10 days after the date of the disapproval.

6) MCL 207.557 subsection 7 reference above is presented in part as follows:

Sec. 7. (1) Within 60 days after receipt of an approved application or an appeal of a disapproved application that was submitted to the commission before October 31 of that year, the commission shall determine whether the facility is a speculative building or designed and acquired primarily for the purpose of restoration or replacement of obsolete industrial property or the construction of new industrial property, and whether the facility otherwise complies with section 9 and with the other provisions of this act. If the commission so finds, it shall issue an industrial facilities exemption certificate. Before issuing a certificate, the commission shall notify the state treasurer of the application and shall obtain the written concurrence of the department of licensing and regulatory affairs that the application complies with the requirements in section 9. Except as otherwise provided in this section and section 7a, the effective date of the certificate for a replacement facility or new facility is the immediately succeeding December 31 following the date the certificate is issued. For a speculative building or a portion of a speculative building, except as otherwise provided in section 7a,

the effective date of the certificate is the immediately succeeding December 31 following the date the speculative building, or the portion of a speculative building, is used as a manufacturing facility.

- (2) The commission shall send an industrial facilities exemption certificate, when issued, by mail to the applicant, and a certified copy by mail to the assessor of the assessing unit in which the facility is located or to be located, and that copy shall be filed in his or her office. Notice of the commission's refusal to issue a certificate shall be sent by mail to the same persons.

(3 thru 7) do not apply

- (8) If the commission receives an application under this act for an industrial facilities exemption certificate for a new facility or a replacement facility and the application is made complete before October 31 following the year in which the application is received by the commission, the commission may issue for that property an industrial facilities exemption certificate that has an effective date of December 31 of the year in which the application was received by the commission.
- (9) If an error or mistake in an application for an industrial facilities exemption certificate is discovered after the local governmental unit has passed a resolution approving the application or after the commission has issued a certificate for the application, an applicant may submit an amended application in the same manner as an original application under this act that corrects the error or mistake. The legislative body of the local governmental unit and the commission may approve or deny the amended application. If the commission previously issued a certificate for the original application and approves an amended application under this subsection, the commission shall issue an amended certificate for the amended application with the same effective date as the original certificate.
- (10) If the clerk of the qualified local governmental unit failed to forward an application, an amended or transfer application, or a request to revoke a certificate that was approved by the legislative body of the qualified local governmental unit before October 31 of that year to the commission before October 31 but filed the application, the amended or transfer application, or the request to revoke a certificate before October 31 of the immediately succeeding year and the commission approves the application, the amended or transfer application, or the request to revoke a certificate, notwithstanding any other provision of this act, the certificate shall be considered to be issued, transferred, amended, or revoked on December 31 of the year in which the local governmental unit approved the application, the amended or transfer application, or the request to revoke the certificate.


(11) Beginning October 1, 2013, the commission shall do all of the following for each industrial facilities exemption certificate approved or disapproved by the commission under subsection (8), (9), or (10):

(a) Notify the office of the member of the house of representatives of this state and the office of the senator of this state, who represent the geographic area in which the property covered by the application for a certificate is located, that an application for a certificate has been approved or disapproved under subsection (8), (9), or (10).

(b) Publish on its website a copy of the certificate if approved, or a copy of the denial notice if disapproved, under subsection (8), (9), or (10) and whatever additional information the commission considers appropriate regarding the application.

Reminder, a full version of Public Act 198 of 1974 can be found [HERE](#) and a Frequently Asked Questions (FAQ) document can be found [HERE](#).

Thank you for your interest!

A handwritten signature in black ink, appearing to read 'Ron Popp', with a stylized flourish at the end.

Ron Popp
Supervisor, Whitewater Township

MEMO

To: Whitewater Township Board
From: Cheryl A. Goss, Clerk
Date: 06/03/2021
Re: Appraisal of 6400 Elk Lake Road

Tom Bergklint of Bay Appraisal Service has provided an appraisal of this 10.4-acre township-owned parcel located on the corner of Elk Lake Road and Cram Road. The appraisal document is not for publication and will be provided to the board outside of the board packet.

The township bought this parcel on land contract in September 2006 for \$97,000. Per an appraisal done in September 2006, the estimated market value of the property was \$109,200.

The land contract was paid in full in October 2008, whereupon a Warranty Deed and Notice to Assessor of Transfer of the Right to Make a Division of Land were provided to the township. Four divisions are available.

The board obtained this appraisal with the thought of selling this piece of property.

Options for moving forward would include (but may not be limited to):

1. Listing the property for sale.
2. Retaining the property for future sale or use.

FYI: A township resident approached my office a couple years ago and then again recently and expressed interest in making an offer on a township-owned parcel, but it does not pertain to 6400 Elk Lake Road. That issue will be brought to the board at a future meeting.

If the board wishes to list the parcel at 6400 Elk Lake Road, an appropriate motion would be: Motion to engage the services of a real estate agent to list the 6400 Elk Lake Road parcel for sale.

OR

If the board does not wish to list and sell the property, an appropriate motion would be: Motion to not pursue listing and sale of 6400 Elk Lake Road at this time.

###

Memo

To: Whitewater Township Board

From: Ron Popp, Supervisor

CC: None

Date: 5.25.2021

Re: Ambulance Services RFP

Board Members,

The service agreement between MMR and Whitewater Township is up for renewal in the coming months. Some things have changed since the original agreement was established in October of 2015. One notable difference is MMR recently took over the service territory that was covered by Northflight EMS Service, increasing their call volume and service area significantly in Grand Traverse and parts of Leelanau County. Of late, rumors have surfaced about service changes in the former Northflight service area and how they may affect the 24/7 Advanced Life Support (ALS) ambulance service and staffing we have come to enjoy in Whitewater Township. While no new service agreements have been forwarded to the Whitewater Township Board, the existing agreement automatically renews unless a 60-day Nonrenewal Notification Clause in Section XX (10) is acted upon. If Whitewater Township receives such notification and desires the freedom to negotiate a similar service agreement with MMR or other ambulance service providers, time will be short and we should prepare now.


A possible next step in preparing is to update and recirculate the Township's 2015 Request for Proposal – Ambulance Service Document. This document was originally used to attract and obtain competitive proposals for the 24/7 ALS ambulance service based out of the Fire Station at 8380 Old M-72 (Station 3). 2020 demographic profiles have not been located as of this date, concerns over COVID-19 could be slowing the production of these reports. As a replacement, the Board could use current call data from Grand Traverse County Dispatch, which could be more meaningful to a service provider when calculating service fees and costs.

The usefulness of the ambulance inventory lists as presented may be questionable too. While required to track township assets, the RFP makes clear the ambulance will be operated as a 24/7 ALS Ambulance located at Station 3. Equipment requirements to provide that service are set by the Local Medical Control Authority and the State of Michigan. For the purpose of the RFQ the Board may elect to offer for lease a motor vehicle that complies with current requirements of those two entities and delete the inventory pages from the RFP. A redline

revision of the 2015 RFP document with sample agreement, real estate and motor vehicle leases are provided for your review and discussion.

MOTION: Motion to update and recirculate the 2015 Request for Proposal – Ambulance Service Document replacing Township demographic data with current call data from Grand Traverse County Central Dispatch. Additionally, replace the inventory lists with an offer to lease a properly equipped Motor Vehicle for the purpose of operating an ALS ambulance.

Thank you for reading!

A handwritten signature in dark ink, appearing to read "Ron Popp", with a stylized, looping flourish above the name.

Ron Popp

Supervisor, Whitewater Township



WHITEWATER TOWNSHIP

5777 Vinton Road • P.O. Box 159 • Williamsburg, MI 49690
(231) 267-5141 • FAX (231) 267-9020

June ~~87~~, 20~~15~~

Ambulance Service Provider
Address
Address

Attention: Name
 Title

Re: REQUEST FOR PROPOSAL: AMBULANCE SERVICE

Dear _____

Whitewater Township (the "Township") is a municipal corporation located in Grand Traverse County in Northwestern Michigan. The Township invites your company to submit a response to Request for Proposal: Ambulance Service.

A mandatory walk-through of the Whitewater Township ambulance facility will be conducted on ~~Monday~~Someday, July June 15XX, 20~~15~~, at 10:00 a.m. The ambulance facility is located at 8380 Old M-72, Williamsburg, Michigan 49690.

I. **BACKGROUND INFORMATION**

SEE ATTACHED

II. **DELIVERABLES**

The desired deliverables of an ambulance service to be engaged to provide service are described below:

1. The provision of one (1) appropriately staffed Advanced Life Support (ALS) ambulance twenty-four (24) hours per day, seven (7) days per week, located in the service area identified in Exhibit A.
2. A vehicle maintenance program designed and conducted so as to achieve the highest standards of reliability appropriate to modern emergency service.

3. Sufficient medical equipment and expendable supplies so that there is sufficient backup to accommodate replacement during repair and excessive use.
4. All vehicles staffed with two (2) currently licensed personnel that meet or exceed the minimum standards established by ~~the~~ Local Medical Control Authorities and the State of Michigan.
5. Explain in detail the process you will use to measure the quality of service delivered to Whitewater Township.
6. A detailed field training program for personnel operating in the Whitewater Township service area.
7. Response time, defined as the time from dispatch to on scene, which meets the following performance standards:
 - A. Minimum average response times of fourteen (14) minutes or less. Response times will be reported on a quarterly basis. Reporting dates will be in the months of April, July, October, and January. At least thirty (30) calls will be required to establish a basis for calculation. Any number below thirty (30) will require call data from the preceding period to be used for the calculation.
 - B. Response time exceptions will be allowed as approved by the Whitewater Township Board.
8. Mutual aid agreements.

III. PROPOSAL OUTLINE

Your company is invited to submit a written proposal describing the benefits that Whitewater Township will derive by selecting your company for an ambulance service engagement. Please structure your proposal as follows:

Company Background:

1. Provide general information about your company related to size, history, number of staff, and growth over the last 15 years.
2. Provide a response to the questions listed in Exhibit B.
3. Describe your company's competence to provide the stated deliverables and plans to meet or exceed the standards set forth.

4. Provide a summary of any pending lawsuits against your company and what judgments have been made against your company or its employees in the past three (3) years.

Management Approach, Including:

1. Discuss an implementation timeline of how your company will begin and provide service and meet response times.
2. Identify your company's administrative leadership team that would be assigned to Whitewater Township and their relevant professional experience.

Fees:

1. Provide a quote of ~~ALL~~any applicable fees or funding, including patient billing required to provide the level of service that meets the specified deliverables and standards set forth in this Request for Proposal.
2. ~~Provide a description of how you intend to capitalize the operation necessary to provide the service required in this request for proposal.~~
Recommend deleting provision 2 unless relevance can be provided.
3. Provide a description of how you intend to utilize the Township's current equipment (ambulances and on-board equipment), as well as replacement thereof and ownership.
4. Provide a description of how you intend to utilize the Township Ambulance Station which is part of a shared building with the ~~Grand Traverse Rural~~
Whitewater Township Fire Department.
5. If your proposal includes any rental/lease agreements with the Township, either equipment or building, please supply copies of any such agreements with your proposal.
6. Provide a Model Ambulance Service Contract which would be proposed by you if the Township should desire to proceed, including billing methods.

References of Your Company

1. Include a comprehensive list of your company's current clients.
2. Identify any clients your company has lost in the last fifteen (15) years and the reason(s) why.

IV. PROPOSAL FORMAT AND TIMETABLE

Please submit one (1) electronic and ~~ten (10)~~ five (5) hard copies of your proposal and any additional documents you wish to provide. Your proposal and additional documents should be delivered to the following address on or before Monday, ~~June 29~~ July 26, 2021~~5~~, at 12:00 p.m.:

Cheryl Goss
Whitewater Township Clerk
5777 Vinton Road
P.O. Box 159
Williamsburg, Michigan 49690

Each proposal shall be considered binding and in effect for a period of ninety (90) days.

The Township reserves the right to reject proposals or parts thereof. The Township also reserves the right to waive any irregularities, inconsistencies and bidding provisions, or take whatever action that is in the Township's best interest as determined by the Township Board.

Thank you in advance for your consideration of this Request for Proposal. Should you have questions or need additional background information, please do not hesitate to contact Ron Popp at (231) 267-5141.

Sincerely,

Whitewater Township



By: Ron Popp
Whitewater Township Supervisor

EXHIBIT A

Service Area

I. Whitewater Township
Recommend adding some legal description or map

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EXHIBIT B

Company Background and Service Questions

1. Describe the mission and vision of your company.
2. What type of transport services do you currently provide?
3. Explain how your dispatch center (if applicable) will enhance the delivery of service to our area.
4. Do you monitor patient satisfaction, employee engagement, and quality assurance? Please explain.
5. Provide a brief description of your fleet (number of vehicles, types, ages, technology, supplies).
6. Provide a description of your vehicle and equipment maintenance program(s).
7. Provide annual vehicle accident records (last three (3) years).
8. Provide a background of your employees, i.e., education, years of service, status, etc.
9. Provide a description of personnel readiness/fitness for duty (last three (3) years).
10. Provide personnel injury statistics (last three years).
11. Provide malpractice claims history (last three years).
12. Explain your company's involvement in the communities you currently serve.
13. Provide the last five (5) years' profit and loss statements for your company.
14. Evidence of accreditation through a qualified third party accreditations system such as the Commission on the Accreditation of Ambulance Services or similar body.
15. Anything else you would like to tell us about your company.

EXHIBIT C

Current Ambulances and On-Board Equipment

1. 2010 Chevrolet 2WD Ambulance (3A)
2. ~~1997 Ford 4WD Ambulance (3A2)~~ This vehicle has been sold
3. Fixed Asset Inventory for 3A (attached) This inventory should be updated and should comply with Local Medical Control and State of Michigan Requirements
4. ~~Fixed Asset Inventory for 3A2 (attached)~~ This inventory has been deleted

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2010 Premier Ambulance
Red/White

Fixed Assets - 3A

Michigan First Response
1GB9G5B68A1119335

Asset	Description	Color	Manufacturer	Model Number	Serial Number
Portable Radio	Portable Radio	Black	Motorola	AAH55JDH9LA1AN	037TNCX907
Portable Radio Base	Portable Radio Base	Black	Motorola		
GPS	GPS	Black/Gray	Garmin	Nuvi 1300	3824579666
Cell Phone	AT&T Cell Phone	Black	ZTE	F160	
Control Panel	Front Control Panel	Black	McCoy Miller		10069199
Mobile Radio	Mobile Radio	Black	Motorola	PM1500	PMLN4907D
Hem Radio	Rear Mobile Radio	Black	Motorola	PM1500	PMLN4907D
Lucas II	CPR Device	Gray/White/Green	Jolife		30123976
Lucas II Backboard	Backboard	Mustard	Jolife		1113-0304
Portable Suction	Suction Unit	Gray	SSCOR Inc.	2310V	D01047
Cot	Ambulance Cot	Yellow	Stryker	6500 POWER-PRO XT	110541191
Lifepak Monitor	AED/Monitor	Gray	Physio-Contro	99577-000089	39037017
Thermometer	Thermometer	White	WelchAllyn	690 THERMOMETER	10270853
SPO2 Monitor	SPO2 Monitor	White	Nonin	8500 Pulse Oximeter	501239731
SPO2 Monitor	Med Bag SPO2 Monitor	White	Nonin	8500 Pulse Oximeter	501443101
Stair Chair	Stair Chair	Yellow	Stryker	6252 Stair-Pro	110539113
Backboard	Backboard	Yellow	Bax Strap		
Backboard	Backboard	Yellow	Bax Strap		
Backboard	Backboard	Cream			
Fire Extinguisher	Fire Extinguisher	Red	Ansul Sentry	AA05-1	AR-608610
Box Light	Flashlight	Orange	Streamlight	1	71605
Box Light	Flashlight	Orange	Streamlight	2	71606
Backboard Straps	9 Set (3 per set)	Blue/Red			
Board Splint	Short	Orange	Morison Medical		
Board Splint	Medium	Orange	Morison Medical		
Board Splint	Long	Orange	Morison Medical		
Soft Stretcher	Soft Stretcher	Orange/Black	Bound Tree		
EMS Helmet	Helmet	Red	V-Guard		
EMS Helmet	Helmet	Red	V-Guard		
Triangles	Emergency Triangles	Orange/Black	Cortina		
Flashlight/Cone	Flashlight And Cone	Yellow/Black/Pink	Director-Lite		
Flashlight/Cone	Flashlight And Cone	Yellow/Black/Pink	Director-Lite		

2010 Premier Ambulance
Red/White

Fixed Assets - 3A

Michigan First Response
1GB9G5B68A1119335

Asset	Description	Color	Manufacturer	Model Number	Serial Number
Flashlight/Cone	Flashlight And Cone	Yellow/Black/Pink	Director-Lite		
Road Vest	ANSI Vest	Yellow/Black/Silver			
Road Vest	ANSI Vest	Yellow/Black/Silver			
KED	Short Back Board	Green	Ferno		
KED	Short Back Board	Green	Ferno		
Traction Splint	Splint	Black	Dyna-Med		
Vacum Splint	Full Body Splint	Red	MDI		
Vacum Splint	Leg and Arm Splint	Red	MDI		
02 Bag	02 Bag	Black/Silver	Stat Packs		
Medical Bag	Bag	Red	Stat Packs		
02 Bag	Adult Bag	Red	Stat Packs		
Stethoscope	Stethoscope Cabinet	Red	Littman Cardio III		
Stethoscope	Stethoscope Med Bag	Purple	Littman		
Clipboard	Metal Clipboard	Silver			
Clipboard	Metal Clipboard	Silver			
Glucometer	Glucometer Cabinet	Blue	Lifescan Inc.	AW-060-213-10A	BJN88E5JT
Glucometer	Glucometer Med Bag	Blue	Lifescan Inc.	AW-060-213-10A	BHP8249JT
EMS Printer	Black	Hewlett-packard	H711N	CNM46901XM	
Lifepac 15 charger base	silver	Physio Control	11141-000108	LP15M00465	
stretcher 3A-battery base	Black	Stryker	6500-201-148		
Stretcher 3A-battery	Black	Stryker	6500-101-010		
Stretcher 3A-battery	Black	Stryker	6500-101-010		
tretcher 3A2 battery bas	Black	Dewalt	6500-001-037		
tretcher 3A2 battery bas	Black	Dewalt	6500-001-036		
tretcher 3A2 battery bas	Black	Dewalt	6500-001-036		

1997 Ford Ambulance
Red/White

Fixed Assets - 3A2

Michigan First Response
1FDLE40F8VHCO2941

Asset	Description	Color	Manufacturer	Model Number	Serial Number
Portable Radio	Portable Radio	Black	Motorola	AAH55JDH9IA1AN	037TNCX913
Portable Radio Base	Portable Radio Base	Black	Motorola	RLN6433A	
GPS	GPS	Black/Gray	Garmin	Nuvi 1300	3824577583
Mobile Radio	Mobile Radio	Black	Motorola	AAM50KQF9AA3AN	019TNEB494
Hern Radio	Rear Mobile Radio	Black	Motorola	A/TANAPA	019TNEB499
Lucas II	CPR Device	Gray/White/Green	Jolife		30123979
Lucas II Backboard	Backboard	Mustard	Jolife		1113-0245
Portable Suction	Suction Unit	Turquoise/White	S-SCORT	2310	A00342
Cot	Ambulance Cot	Yellow	Stryker	6500 Power Pro XT	90741155
Thermometer	Sure Temp Plus	White	WelchAllyn	690 Thermometer	8034238
SPO2 Monitor	SPO2 Monitor	White	Nonin	8500	501443100
SPO2 Monitor	Med Bag SPO2	White	Nonin	8500	HH17011
Stair Chair	Stair Chair	Yellow	Stryker	6252 Stair-Pro	90739965
Backboard	Backboard	Yellow	Baxstrap Laerdal		
Backboard	Backboard	Yellow	Baxstrap Laerdal		
Backboard	Backboard	Beige	Dynamed		
Fire Extinguisher	Fire Extinguisher	Red	Ansul Sentry	AA501	AR-608625
Box Light	Flashlight	Orange	Streamlight	1	71608
Box Light	Flashlight	Orange	Streamlight	2	233992
Board Splint	Short	Orange	Morison Medical		
Board Splint	Medium	Orange	Morison Medical		
Board Splint	Long	Orange	Morison Medical		
Soft Stretcher	Soft Stretcher	Orange/Black	Bound Tree		
EMS Helmet	Helmet	Red	V-Guard		
Triangles	Emergency Triangles	Orange/Black		Set of 3	
Flashlight/Cone	Flashlight And Cone	Yellow/Black/Pink	Director-Lite	496	
Flashlight/Cone	Flashlight And Cone	Yellow/Black/Pink	Director-Lite	496	
Road Vest	ANSI Vest	Yellow/Black/Silver			
Road Vest	ANSI Vest	Yellow/Black/Silver			
KED	Short Back Board	Green	Ferno		
KED	Short Back Board	Green	Ferno		
Ped. Traction Splint	Ped. Traction Splint	Black	Dyna-Med		

Asset	Description	Color	Manufacturer	Model Number	Serial Number
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Inventory Date 11/11/2014

1997 Ford Ambulance
Red/White

~~Fixed Assets - 3A2~~

Michigan First Response
1FDLE40F8VHCO2941

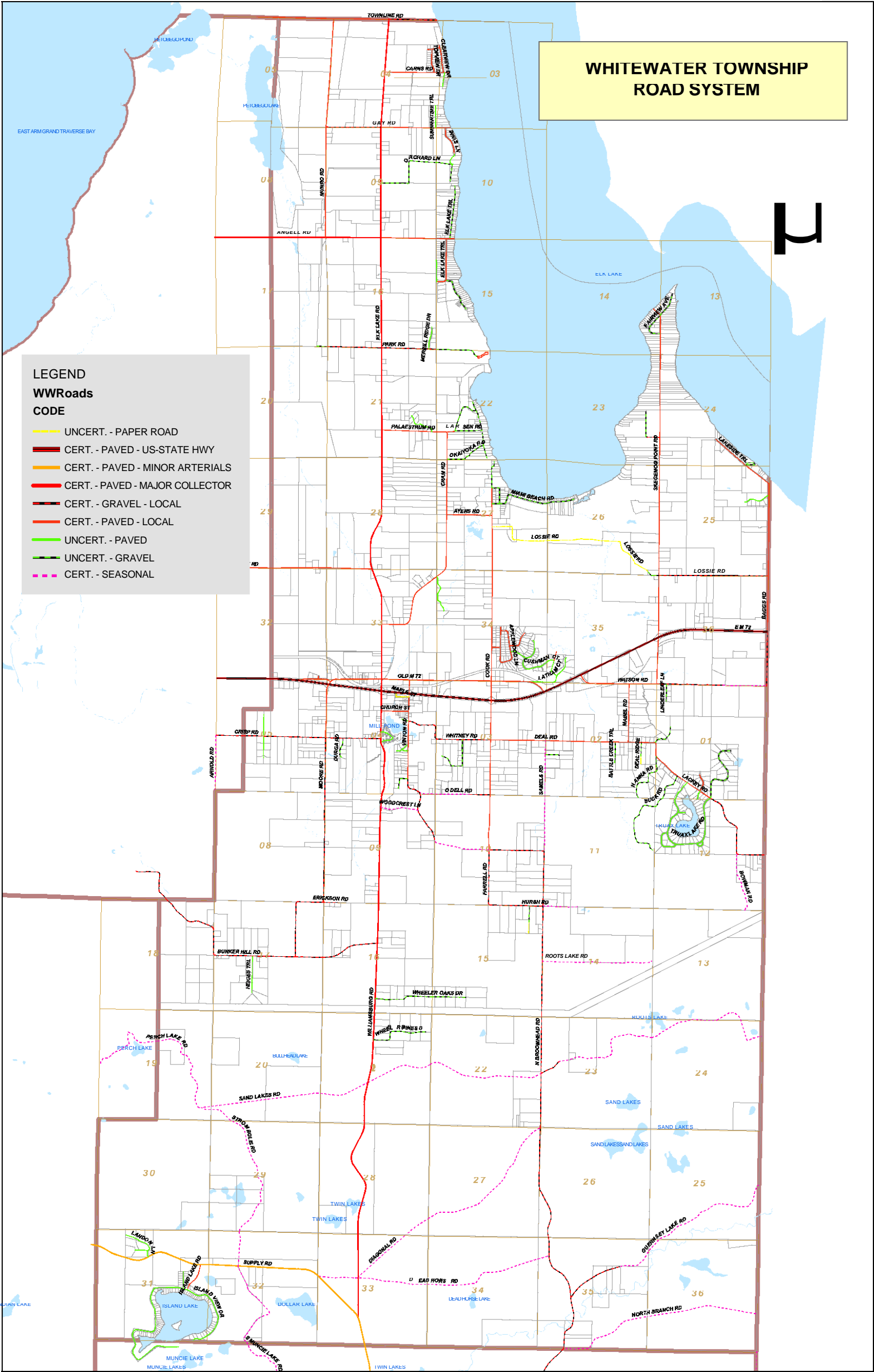
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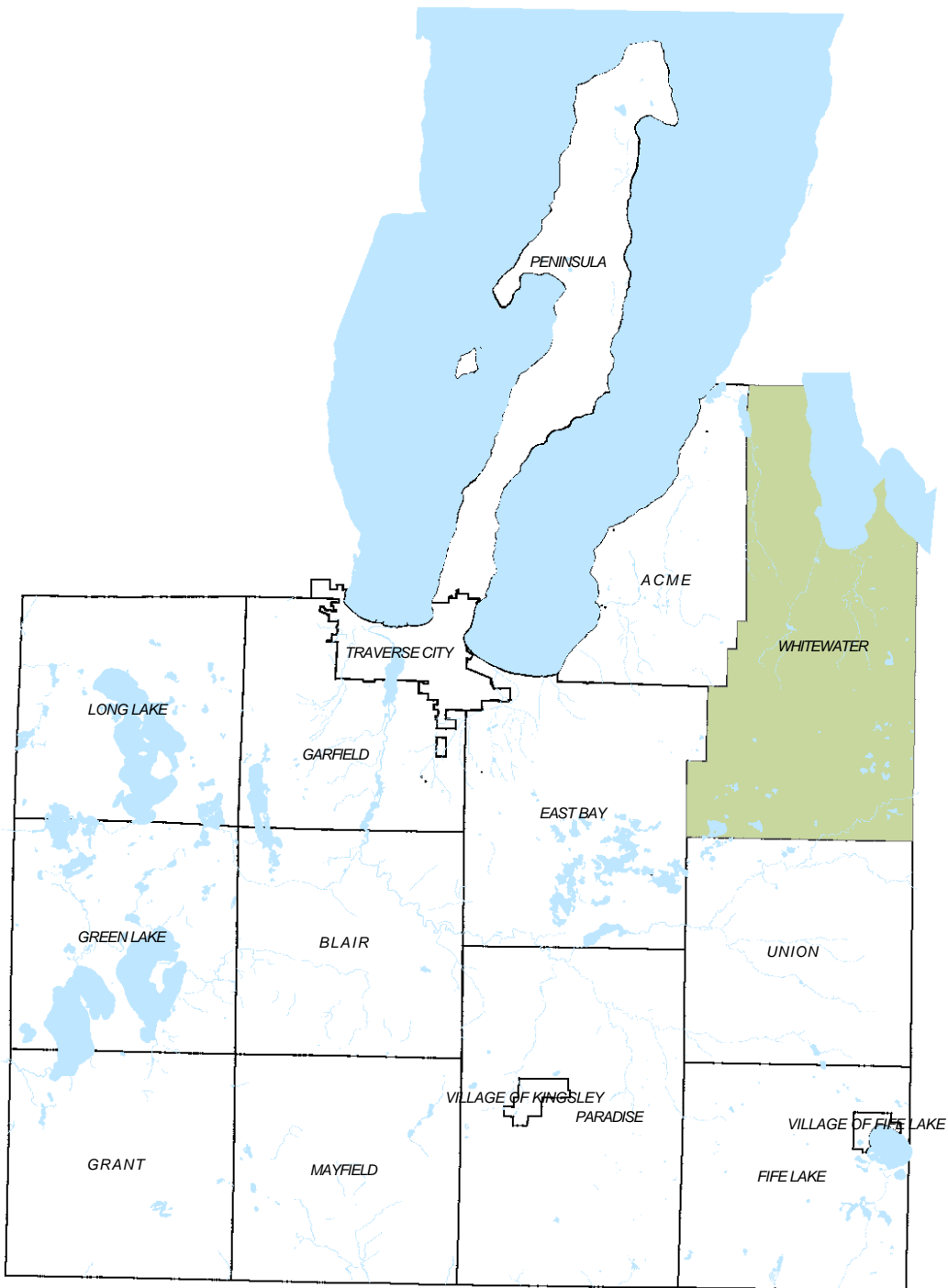
Inventory Date 11/11/2014

**ATTACHMENT TO WHITEWATER TOWNSHIP
REQUEST FOR PROPOSAL: AMBULANCE SERVICE**

Table of Contents

1. Map of Whitewater Township Road System
2. Map of Grand Traverse County
3. Demographic Profile of Whitewater Township
4. Whitewater Township's call types as recorded by Grand Traverse County
Dispatch including Ambulance Service Dispatch & Transport/Non-Transport
call volumes





Demographic Profiles of Michigan Cou)

Gncode	—	2605563340	2605581320	2605587040	26057
Area Name -'		Grand Traverse Peninsula township	Grand Traverse Union township	Grand Traverse Whitewater township	Gratiot Gratiot County

Population by Age and Sex

Both Sexes	All Ages	5,433	405	2,597	42,476
	Age 0-4	182	13	117	2,307
	Age 5-9	297	32	156	2,508
	Age 10-14	331	25	176	2,603
	Age 15-19	321	32	172	3,242
	Age 20-24	137	11	108	3,276
	Age 25-29	142	9	105	2,733
	Age 30-34	143	23	122	2,681
	Age 35-39	183	17	132	2,693
	Age 40-44	271	32	155	2,892
	Age 45-49	406	40	258	3,246
	Age 50-54	486	45	274	3,051
	Age 55-59	604	49	253	2,712
	Age 60-64	523	29	189	2,261
	Age 65-69	462	17	138	1,825
	Age 70-74	316	17	88	1,384
	Age 75-79	254	8	66	1,138
	Age 80-84	216	4	51	891
	Age 85+	159	2	37	1,033
	Median Age	53.4	45.9	46.1	38.7
	Age 16+	4,558	324	2,109	34,489
	Age 18+	4,409	310	2,030	33,359
	Age 21+	4,260	296	1,942	30,980
	Age 62+	1,724	64	486	7,574
	Age 65+	1,407	48	380	6,271
Males	All Ages	2,637	200	1,319	22,599
	Age 0-4	92	8	60	1,156
	Age 5-9	146	12	76	1,284
	Age 10-14	163	11	104	1,333
	Age 15-19	170	15	84	1,698
	Age 20-24	74	6	62	1,890
	Age 25-29	73	2	59	1,650
	Age 30-34	65	12	60	1,578
	Age 35-39	89	7	75	1,601
	Age 40-44	132	11	62	1,658
	Age 45-49	191	21	116	1,836
	Age 50-54	225	27	147	1,663
	Age 55-59	296	26	129	1,367
	Age 60-64	270	14	102	1,164
	Age 65-69	231	11	71	882
	Age 70-74	147	10	45	652
	Age 75-79	126	3	34	496
	Age 80-84	76	2	21	374
	Age 85+	71	2	12	317
	Median Age	53.2	48.5	45.7	37.3
	Age 16+	2,203	165	1,063	18,522
	Age 18+	2,130	158	1,025	17,942
	Age 21+	2,041	150	974	16,686
	Age 62+	821	36	234	3,396
	Age 65+	651	28	183	2,721
Females	All Ages	2,796	205	1,278	19,877
	Age 0-4	90	5	57	1,151
	Age 5-9	151	20	80	1,224
	Age 10-14	168	14	72	1,270
	Age 15-19	151	17	88	1,544
	Age 20-24	63	5	46	1,386
	Age 25-29	69	7	46	1,083

Demographic Profiles of Michigan Com

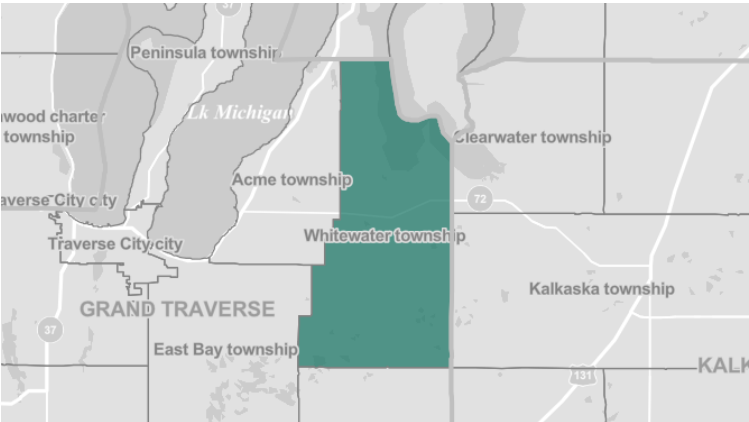
Geocode	2605563340	2605581320	2605587040	26057
Area Name	Grand Traverse Peninsula tranship	Grand Traverse Union township	Grand Traverse Whitewater township	Gratiot Gratiot County
Age 30-34	78	11	62	1,103
Age 35-39	94	10	57	1,092
Age 40-44	139	21	93	1,234
Age 45-49	215	19	142	1,410
Age 50-54	261	18	127	1,388
Age 55-59	308	23	124	1,345
Age 60-64	253	15	87	1,097
Age 65-69	231	6	67	943
Age 70-74	169	7	43	732
Age 75-79	128	5	32	642
Age 80-84	140	2	30	517
Age 85+	88		25	716
Median Age	53.6	43.3	46.5	40.3
Age 16+	2,355	159	1,046	15,967
Age 18+	2,279	152	1,005	15,417
Age 21+	2,219	146	968	14,294
Age 62+	903	28	252	4,178
Age 65+	756	20	197	3,550

WHITEWATER TOWNSHIP AMBULANCE SERVICE - DISPATCH & TRANSPORT VOLUME

	Dispatch #s	Transport #s (Billable Volume)	Non-Transport #s
2015			
January	12	6	6
February	21	13	8
March	11	6	5
April	16	11	5
May	16	10	6
Total	76	46	30
2014			
January	15	3	12
February	20	7	13
March	18	7	11
April	12	4	8
May	18	6	12
June	16	6	10
July	12	3	9
August	20	11	9
September	17	7	10
October	17	3	14
November	23	11	12
December	15	8	7
Total	203	76	127
2013			
January	8	4	4
February	17	7	10
March	17	7	10
April	10	5	5
May	14	11	3
June	18	10	8
July	21	8	13
August	15	4	11
September	19	10	9
October	16	3	13
November	18	5	13
December	12	2	10
Total	185	76	109

Whitewater township, Grand Traverse County, Michigan

Place in [Grand Traverse County, Michigan](#)



Whitewater township, Grand Traverse County, Michigan is a city, town, place equivalent (CDP), or township located in [Grand Traverse County, Michigan](#).

POPULATION	MEDIAN HOUSEHOLD INCOME	POVERTY RATE	BACHELOR'S DEGREE OR HIGHER	EMPLOYMENT RATE	TOTAL HOUSING UNITS
2,793	\$67,784	3.4%	34.4%	61.2%	1,414

People and Population

Age and Sex

46.5 +/- 2.8

Median age in Whitewater township, Grand Traverse County, Michigan

38.1 +/- 0.1

Median age in United States

Population by Age Range in Whitewater township, Grand Traverse County, Michigan

Table: [DP05](#)
Table Survey/Program: [2019 American Community Survey 5-Year Estimates](#)

Veterans

8.5% +/- 2.5%

Veterans in Whitewater township, Grand Traverse County, Michigan

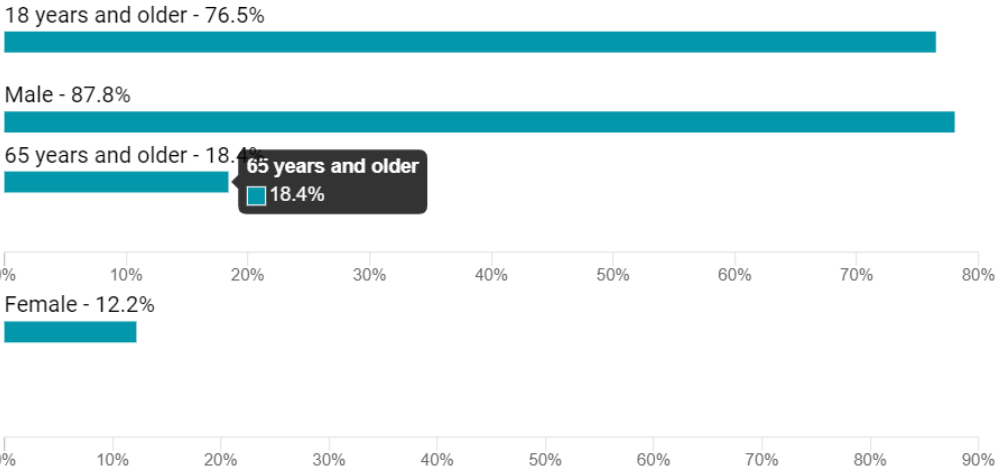
7.3% +/- 0.1%

Veterans in United States

Table: S2101
Table Survey/Program: 2019 American Community Survey 5-Year Estimates

Under 5 years - 6.4%

Veterans by Sex in Whitewater township, Grand Traverse County, Michigan



Language Spoken at Home

0.7% +/- 0.6%

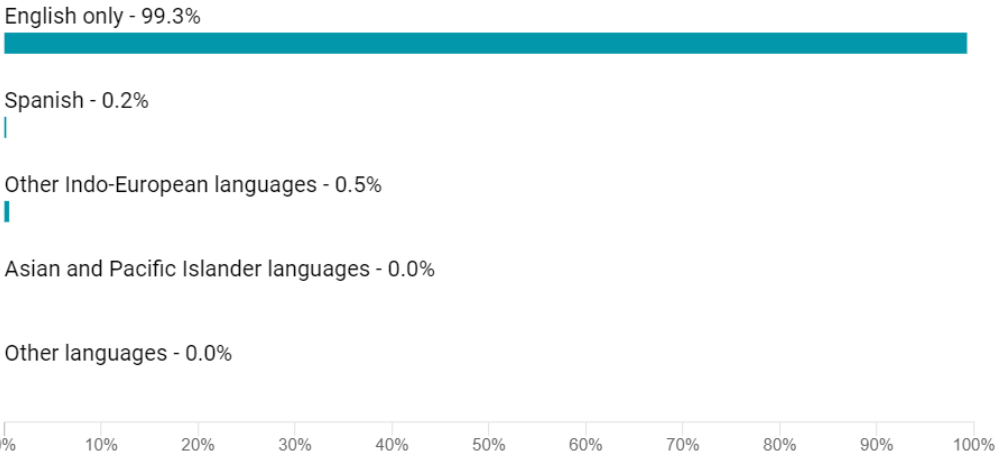
Language other than English spoken at home in Whitewater township, Grand Traverse County, Michigan

21.6% +/- 0.1%

Language other than English spoken at home in United States

Table: DP02
Table Survey/Program: 2019 American Community Survey 5-Year Estimates

Types of Language Spoken at Home in Whitewater township, Grand Traverse County, Michigan



Race and Ethnicity

Race

2,793 +/- 37

Total population in Whitewater township, Grand Traverse County, Michigan

324,697,795 +/- *****

Total population in United States

Table: DP05
Table Survey/Program: 2019 American Community Survey 5-Year Estimates

Population by Race in Whitewater township, Grand Traverse County, Michigan

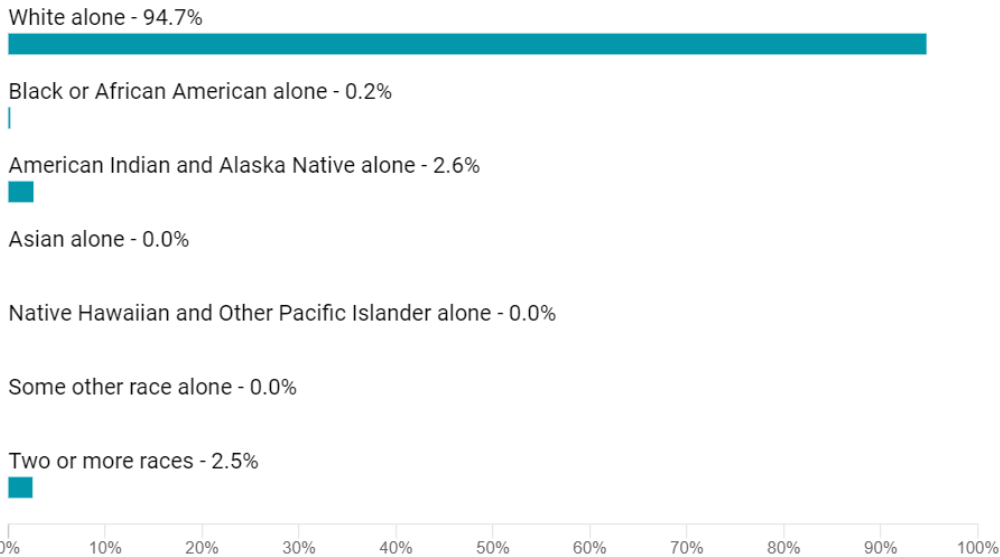


Chart Survey/Program: 2019 American Community Survey 5-Year Estimates

Health

Disability

9.9% +/- 2.5%

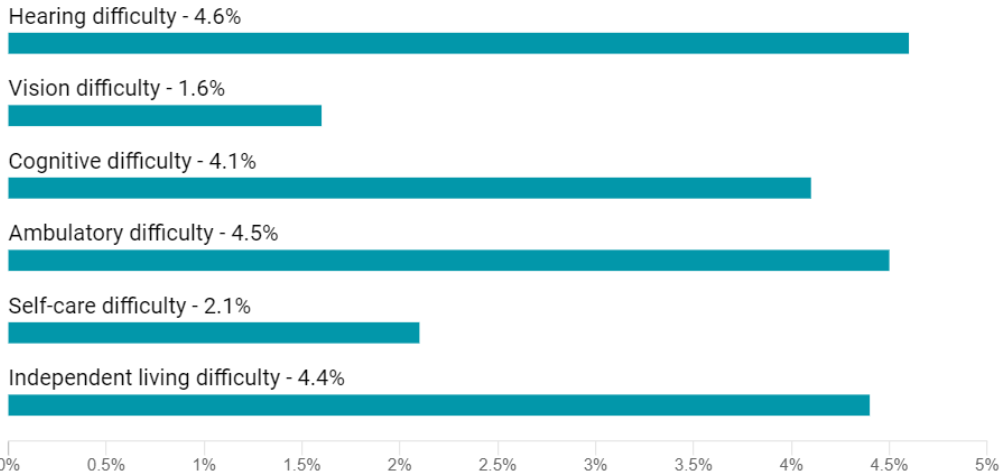
Disabled population in Whitewater township, Grand Traverse County, Michigan

12.6% +/- 0.1%

Disabled population in United States

Table: DP02
Table Survey/Program: 2019 American Community Survey 5-Year Estimates

Types of Disabilities in Whitewater township, Grand Traverse County, Michigan



Education

Educational Attainment

95.5% +/- 1.8%

High school graduate or higher in Whitewater township, Grand Traverse County, Michigan

88.0% +/- 0.1%

High school graduate or higher in United States

Table: DP02
Table Survey/Program: 2019 American Community Survey 5-Year Estimates

Education Attainment in Whitewater township, Grand Traverse County, Michigan

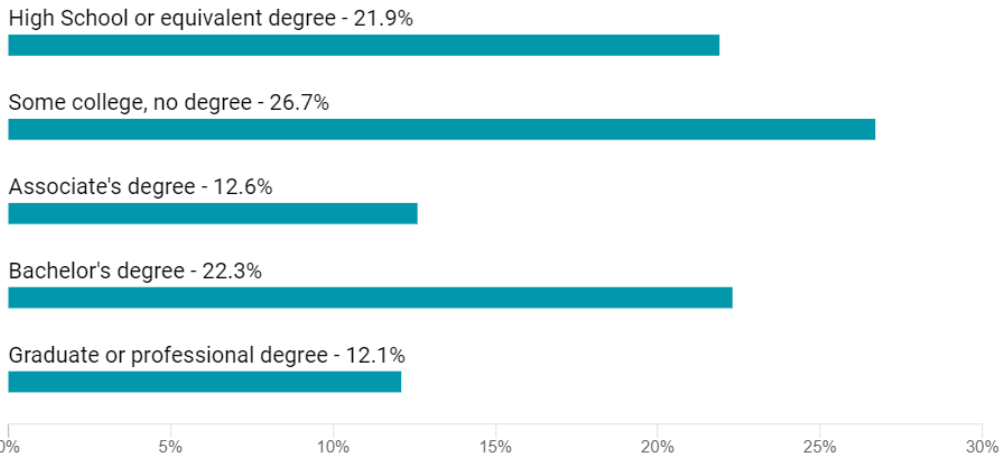


Chart Survey/Program: 2019 American Community Survey 5-Year Estimates

Employment

Commuting

26.3 +/- 1.9

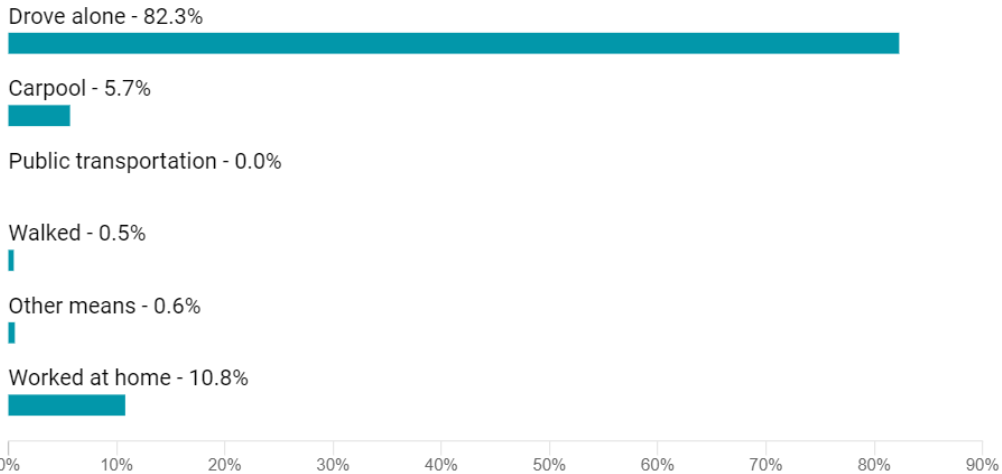
Average commute to work (in minutes) in Whitewater township, Grand Traverse County, Michigan

26.9 +/- 0.1

Average commute to work (in minutes) in United States

Table: DP03
Table Survey/Program: 2019 American Community Survey 5-Year Estimates

Means of Transportation to Work in Whitewater township, Grand Traverse County, Michigan



Income and Poverty

Earnings

\$36,771 +/- \$3,582

Female median year-round, full-time earnings in
Whitewater township, Grand Traverse County,
Michigan

\$43,022 +/- \$107

Female median year-round, full-time earnings in
United States

Table: S2001
Table Survey/Program: 2019 American Community
Survey 5-Year Estimates

Median Earnings for Fulltime, Year-Round Workers by Sex in Whitewater township, Grand Traverse C

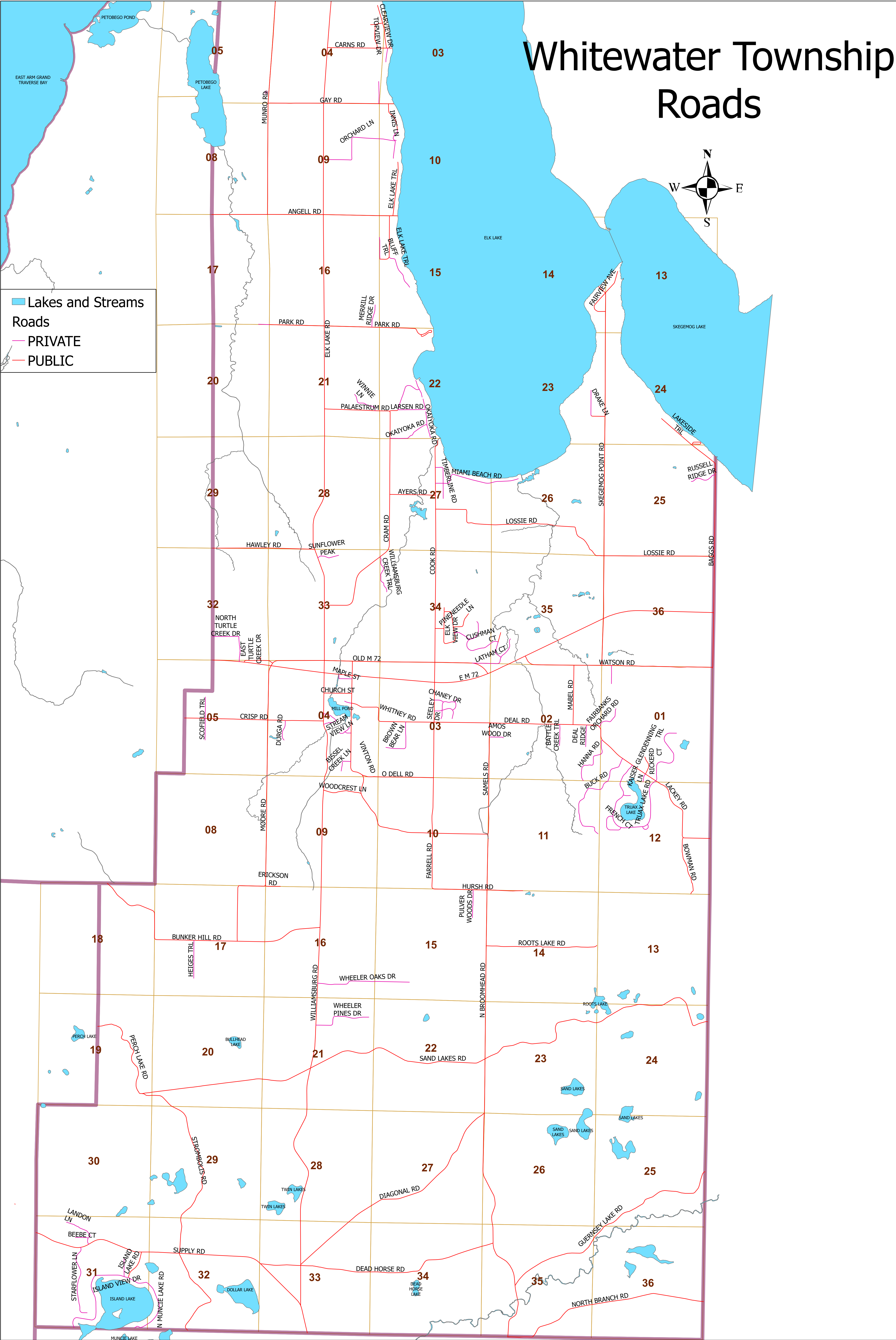


\$0 \$5,000 \$10,000 \$15,000 \$20,000 \$25,000 \$30,000 \$35,000 \$40,000 \$45,000 \$50,000

Chart Survey/Program: 2019 American Community Survey 5-Year Estimates

Whitewater Township

Roads



AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021, between **WHITEWATER TOWNSHIP**, a Michigan general law township, 5777 Vinton Road, P.O. Box 159, Williamsburg, Michigan 49690 ("TOWNSHIP") and **SERVICE PROVIDER**, a Michigan corporation, ADDRESS, CITY, Michigan ZIP CODE ("SP").

PREMISES:

TOWNSHIP provides ambulance service within WHITEWATER TOWNSHIP.

TOWNSHIP desires to continue to provide ambulance service within WHITEWATER TOWNSHIP, including advanced life support ambulance services ("ALS"), basic life support services ("BLS"), non-emergent ambulance services and specialty care transports.

SP has the ability to and desires to provide ALS, BLS, non-emergent ambulance services and specialty care transports within WHITEWATER TOWNSHIP.

NOW, THEREFORE, it is agreed as follows:

I. Definitions

The terms defined in Part 209 of 1990 PA 179, as amended, specifically MCL 333.20902 through 333.20908, are incorporated in and shall be applicable when the same terms are used in this Agreement. In addition, the following terms have the following meanings:

A. "TOWNSHIP" means WHITEWATER TOWNSHIP, a Michigan general law township. When used in the context of an area or place, "TOWNSHIP" or "WHITEWATER TOWNSHIP" means the geographical area within the municipal boundaries of WHITEWATER TOWNSHIP, Michigan.

B. "SP" means SERVICE PROVIDER, a Michigan corporation.

II. Designation of ALS/BLS Provider

A. TOWNSHIP hereby designates **SP** as its sole assignee to provide ALS, BLS and non-emergent ambulance service within WHITEWATER TOWNSHIP.

B. TOWNSHIP agrees not to compete with any ambulance or emergency medical activity in which **SP** is engaged pursuant to this Agreement.

C. **SP** will base its operations under this Agreement at the TOWNSHIP Emergency Services building located at 8380 Old M 72, Williamsburg, MI 49690 ("TOWNSHIP Station"). **SP** agrees that it will not damage nor alter the structure in any material way that would change its purpose without the prior written approval of TOWNSHIP and will conform to the provisions of the Real Estate Lease attached as Exhibit A.

D. Any capital improvements completed by **SP** will become the property of TOWNSHIP at the termination of the Real Estate Lease between the parties. **SP** will have the right to utilize the leased portion of the building during the term of this Agreement subject to the provisions of the Real Estate Lease.

E. **SP** and TOWNSHIP agree to execute the Real Estate Lease Agreement attached as Exhibit A.

III. Services

A. From the TOWNSHIP Station and as further provided herein, **SP** shall provide ambulance service to WHITEWATER TOWNSHIP based on demand. **SP** will provide WHITEWATER TOWNSHIP a full range of high-quality ambulance service, including ALS and BLS and emergency and non-emergency care service within the limits of WHITEWATER TOWNSHIP when called upon by Grand Traverse County Central Dispatch, any law enforcement agency and/or fire department within WHITEWATER TOWNSHIP, or any citizen making a direct request for such ambulance service within WHITEWATER TOWNSHIP. In addition, **SP** will offer its system outside the TOWNSHIP for support and backup within the TOWNSHIP, provided its primary units are busy, and **SP** has other units in the area to deploy.

B. **SP** shall provide ambulance service within the boundaries of WHITEWATER TOWNSHIP without regard to race, creed, color, sex, sexual preference, age, physical handicap, marital status, national origin, ancestry, or financial ability to pay. Failure to provide said ambulance service for any of the above-mentioned reasons may, at the option of the TOWNSHIP, result in a termination of this Agreement within sixty (60) days of any written allegations being substantiated by the TOWNSHIP.

C. When a unit and crew are available, **SP** will use its best efforts to station them at community events within WHITEWATER TOWNSHIP, such as high school football games, community celebrations or festivals.

IV. Service District and Mutual Aid

A. TOWNSHIP will advise all entities with which it has mutual aid agreements that it is entering into this Agreement with **SP**. **SP** agrees to continue to honor the terms of such existing mutual aid agreements to provide back-up coverage for ambulance services in WHITEWATER TOWNSHIP and in the areas served by those other entities.

B. In the event **SP** is unable to provide the required ambulance service within WHITEWATER TOWNSHIP, ambulance services from surrounding areas may temporarily provide ambulance service upon request by **SP** for mutual aid, subject to the availability of equipment and personnel. **SP** shall immediately notify TOWNSHIP whenever this situation occurs.

V. Lease of Motor Vehicles

The parties have executed a Motor Vehicle Lease Agreement attached as Exhibit B.

VI. Subsidy

A. TOWNSHIP agrees to pay **SP** an annual subsidy as specified below. It is understood that the annual subsidy is funded through millage, special assessments and/or general fund monies from TOWNSHIP. If TOWNSHIP discontinues the payment of the annual subsidy or reduces the amount of the annual subsidy, **SP** has the right to reduce the level of services required under this Agreement in proportion to the reduction of the subsidy.

B. The annual subsidy to **SP** under this Agreement shall be **Two Hundred Ninety-Five Thousand (\$295,000.00) Dollars**. **SP** agrees that the subsidy is the only compensation that **SP** is due from TOWNSHIP under this Agreement.

C. TOWNSHIP agrees to make two equal annual payments of fifty (50%) per cent of the annual subsidy. The first annual payment is due at the beginning of each annual period under

this Agreement, and the second shall be due six (6) months later. If there is a termination of this Agreement, any subsidy shall be pro-rated to the effective date of the termination.

D. Nothing in this Agreement shall prevent the TOWNSHIP or **SP** from requesting that the other agree to decrease or increase the subsidy nor prevent the TOWNSHIP or **SP** from terminating the Agreement pursuant to its terms.

E. If a subsidy payment is not made when due and the nonpayment is not cured by TOWNSHIP within sixty (60) days of **SP**'s written notice of that default, **SP** may at its option terminate this Agreement by giving TOWNSHIP at least an additional sixty (60) days written notice of the termination.

VII. Cooperation with Central Dispatch

A. **SP** shall establish radio dispatch protocols and such other policies and procedures that are necessary and reasonable for providing the ambulance services described under this Agreement. The protocols, policies and procedures shall be subject to approval by the TOWNSHIP, which approval will not be unreasonably withheld.

B. The established protocols, policies and procedures, and any and all amendments thereto, shall be followed and adhered to by **SP**.

C. **SP**'s equipment shall have the capability of communicating with Grand Traverse County Central Dispatch.

VIII. Compliance with Laws, Ordinances, Rules and Regulations

A. **SP** shall comply with all applicable laws of the United States, State of Michigan, and local ordinances, now or hereafter existing, and with all applicable Federal and State rules and regulations now or hereafter existing relating to any of the services provided pursuant to this Agreement.

B. **SP** shall specifically comply with the applicable provisions of Part 209 of 1990 PA 179, as amended, MCL 333.20901 through 333.20979, including any future amendments or additions thereto, and with any rules and regulations promulgated thereunder, now or hereafter existing or amended.

IX. Performance Standards

A. ALS Response Times. **SP**'s deployment plan for WHITEWATER TOWNSHIP is meant to handle pre-hospital calls. Since **SP** is using the same ambulances deployed from the same building, the parties anticipate that **SP** will be able to meet the response time averages previously enjoyed within WHITEWATER TOWNSHIP. **SP** agrees to meet a response time of twelve (12) minutes and fifty-nine (59) seconds or less, for eighty (80%) per cent of the calls in WHITEWATER TOWNSHIP, measured every four months, for potential life threatening emergency calls as screened by the Grand Traverse County Central Dispatch using the Pro-QA™ protocols of NAEMD.

B. Response Time Measurement. Response times to emergency requests shall be measured as the actual elapsed time in minutes and seconds from the time Grand Traverse County Central Dispatch has notified **SP** personnel through the county-wide paging system to the time when **SP**'s first appropriate emergency vehicle arrives at the scene and makes a radio transmission confirmation of its arrival to Grand Traverse County Central Dispatch. Where multiple ambulances are sent to the same emergency incident, only the response time of the first ambulance to arrive at

the scene will be counted. Where the patient is located in a residential, commercial or industrial building or complex, the response time will be calculated to the time **SP's** ambulance arrives at the specific building or entrance. Not less than fifty (50) runs will be used to measure response time performance in any 4-month period. If less than fifty (50) successive calls are received within the TOWNSHIP in a given period, successive calls in the following period will be included to reach a total of fifty (50) calls.

C. Disaster Preparedness. **SP** will follow the existing Grand Traverse County Emergency Operations Plan in the event of a disaster event.

D. Oversight. The TOWNSHIP will oversee **SP's** response times and performance as set forth in these Performance Standards. The TOWNSHIP will work cooperatively with **SP** to ensure that high quality service is maintained in WHITEWATER TOWNSHIP.

E. Courteous Service. **SP** management and employees shall conduct themselves in a professional and courteous manner at all times, and will address and correct any departures from this standard in an effective and timely manner.

F. Paramedics. At least one (1) paramedic on each ALS unit will be licensed by the State of Michigan, certified in Advanced Cardiac Life Support by the American Heart Association, certified in Pre Hospital Trauma Life Support by the American College of Emergency Physicians (or a recognized equivalent), Pediatric Education for Pre-Hospital Professionals and be authorized to practice as a paramedic by the Northwest Regional Medical Control Authority.

G. Recordings and Audits. Telephone and radio communications shall be recorded to allow review for quality. **SP** will work with the TOWNSHIP to define an acceptable reporting mechanism and audit process to verify performance. **SP** will allow the TOWNSHIP to verify **SP's** compliance with this Agreement. **SP** will supply the TOWNSHIP Board with regular (at least tri-annual) reports regarding compliance with this Agreement.

H. Quality Assurance System. **SP** will maintain an in-house quality assurance program which shall include, at a minimum, regular chart review. Data from the quality assurance program will be made available to the Northwest Regional Medical Control Authority upon request.

I. Collections. The collection procedures utilized by **SP** shall be legally appropriate and designed to maximize reimbursement through Medicare, Medicaid and other third-party payers. Services will be billed under **SP's** provider number. It is understood that **SP** will be responsible for all ambulance billing for services provided in WHITEWATER TOWNSHIP beginning with the first ambulance call after the start of operations by **SP**. All accounts receivable and collections prior to the start of **SP** operations shall remain the property of and in the control of TOWNSHIP.

J. Tax Forms. **SP** agrees to provide year-end Form 990's to TOWNSHIP's Auditor upon request of the TOWNSHIP.

X. Insurance – Indemnification – No Third Party Contract

A. **SP** shall purchase and maintain the following described insurance during the term of this Agreement and shall not commence work under this Agreement until it has obtained the insurance and has submitted proof of the insurance to the TOWNSHIP:

1. Workers compensation insurance pursuant to the Michigan Workers Disability Compensation Act of 1969, as amended.

2. Comprehensive general and automobile liability insurance to cover the claims for bodily injury and property damage liability insurance with a minimum of \$10,000,000 per occurrence and general aggregate of not less than \$10,000,000.

3. Professional liability insurance to cover errors and omissions of all professional staff and operations with a minimum of \$10,000,000 per occurrence and general aggregate of not less than \$10,000,000.

4. TOWNSHIP and its officers, employees and agents shall be named additional insured on all liability insurance policies listed above and shall be furnished with Certificates of Insurance upon which Certificates shall be endorsed that in the event the policy is canceled, ten (10) day written notice is required by the Certificate holder.

B. **SP** agrees to defend, hold harmless and indemnify TOWNSHIP and its boards, officers and employees from any and all claims of liability, arising either directly or indirectly from **SP**'s performance or non-performance under this Agreement, including any reasonable attorney fees incurred by TOWNSHIP in the defense of any claims or actions.

C. **SP** agrees that all indemnification, hold harmless, and duty to defend agreements provided herein shall survive the termination of this Agreement. These indemnification, hold harmless, and duty to defend agreements shall be construed liberally and against **SP** as it is the express intent of the parties that TOWNSHIP shall not be liable for any damages or for the costs of defense should any provision of this Agreement be challenged by any party in any forum, legal or otherwise. **SP** expressly, knowingly, and affirmatively waives its right to challenge the legality or breadth of the indemnification, hold harmless, and duty to defend agreements that it has provided to the TOWNSHIP herein.

D. If **SP** challenges the indemnification, hold harmless, or duty to defend provisions provided in this Agreement, this Agreement will immediately terminate. TOWNSHIP shall be entitled to all damages, attorney fees, costs, and expenses incurred pursuant to **SP**'s challenge.

E. No third party benefit contract is intended between **SP** and any of the citizens being served in WHITEWATER TOWNSHIP. Rather, the only intended beneficiaries of this Agreement are **SP** and WHITEWATER TOWNSHIP.

XI. Referral of Ambulance Calls

TOWNSHIP agrees that it shall refer all calls and dispatches for emergency medical service within WHITEWATER TOWNSHIP to **SP** and will notify Grand Traverse County Central Dispatch that the TOWNSHIP has entered into this Agreement with **SP**.

XII. Discrimination and Affirmative Action

A. **SP**, as required by law, shall not discriminate against a person to be serviced or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, handicap, height, weight, marital status, political affiliation or beliefs.

B. **SP** shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

1. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
2. The Persons with Disabilities Civil Rights Act, 1976 PA, 220 as amended.
3. Section 504 of the Federal Rehabilitation Act of 1974, PL 93-112, 87 Stat. 394, and regulations promulgated thereunder.

XIII. Independent Contractor

SP is an independent contractor. The employees, servants and agents of **SP** shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the TOWNSHIP. **SP** employees, servants and agents shall not be entitled to any fringe benefits of TOWNSHIP such as, but not limited to, health and accident insurance, life insurance, paid vacation leave or paid sick leave. **SP** shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments.

XIV. Legal Status

SP warrants that it is a Michigan non-profit corporation duly organized and existing under the laws of the State of Michigan and is presently and will continue during the term of this Agreement to be in good standing.

XV. Default

A. The occurrence of any of the following events shall be a default under this Agreement, and if said default shall continue for sixty (60) days after notice of the default, TOWNSHIP may immediately terminate this Agreement:

1. **SP**'s failure to comply with the rules, procedures and protocols established by the Northwest Regional Medical Control Authority.
2. **SP**'s insolvency, bankruptcy, assignment for the benefit of creditors or consent to the appointment of a trustee or receiver.
3. Appointment of a trustee or receiver for any part of the properties of **SP** used in the conduct of **SP**'s business.
4. Institution of bankruptcy, reorganization or liquidation proceedings by or against **SP**.
5. Any statement, report or documentation required hereunder to be furnished by **SP** proves untrue in any material respect as of the date the facts therein set forth were stated or certified.
6. Any material breach by **SP** of the terms and conditions of this Agreement, the Real Estate Lease Agreement or the Motor Vehicle Lease Agreement.

B. **SP** shall respond in writing to TOWNSHIP within sixty (60) days to any complaint by the TOWNSHIP about **SP**'s performance under this Agreement. Within such sixty (60) day period, **SP** shall perform an investigation of the complaint and propose a specific remedy.

C. If any material breach of this Agreement by the TOWNSHIP continues for sixty (60) days after **SP**'s notice of default, **SP** may terminate this Agreement on sixty (60) days' notice.

XVI. Assignment of Agreement

Neither TOWNSHIP nor **SP** may assign or transfer its obligations or rights under this Agreement nor any part thereof without the prior written consent of the other party, except that TOWNSHIP may assign its responsibilities under this Agreement to a regional, public ambulance authority in which it participates. TOWNSHIP agrees not to expand the service area under this Agreement without **SP**'s prior approval, which approval shall not be unreasonably withheld.

XVII. Severability

If any section, subsection, sentence, word or phrase of this Agreement is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions of this Agreement.

XVIII. Waivers

No failure or delay on the part of the TOWNSHIP in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XIX. Modifications, Amendments or Waivers

All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties.

XX. Term

A. This Agreement shall begin the __ day of _____, 2021, and continue for a term of five (5) years through _____, 2026, unless earlier terminated as provided in this Agreement. This Agreement will automatically renew for additional one (1) year terms following the expiration of the initial five (5) year term, unless either party notifies the other in writing sixty (60) days prior to any expiration date of its intent not to renew. If neither of the parties give notice of nonrenewal as herein provided, and if **SP** is not in default, then this Agreement shall continue under the same terms and conditions set forth herein, annually thereafter, until a nonrenewal notice is given by one of the parties at least sixty (60) days prior to the expiration of the then current term.

B. If **SP** gives notice of termination or nonrenewal of this Agreement, **SP** agrees to work with TOWNSHIP to provide for a smooth transition. Following termination of this Agreement by either party, TOWNSHIP shall pay **SP** any money owed but not yet paid for service rendered before the effective date of termination. Similarly, **SP** shall refund any subsidy paid in advance and not yet earned by the date of termination.

C. The parties intend that this Agreement complies with all applicable federal, state and local laws with respect to the furnishing of healthcare goods or services. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party if this Agreement does not comply with a material change to a local, state or federal law.

XXI. Termination and Default of Related Agreements

TOWNSHIP and **SP** agree that any termination, default or breach of this Agreement, the Motor Vehicle Lease Agreement or the Real Estate Lease Agreement shall also constitute a default in all other agreements between TOWNSHIP and **SP**. In the event of a termination, default or breach, the non-offending party shall be entitled to terminate all agreements between it and the offending party at the non-offending party's sole discretion, provided it has given the offending party sixty (60) days' written notice of the termination.

XXII. Certification

The persons signing on behalf of **SP** and TOWNSHIP certify by their signatures that they are duly authorized to sign this Agreement on behalf of **SP** and TOWNSHIP and that this Agreement has been authorized by **SP** and TOWNSHIP.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SERVICE PROVIDER

WHITEWATER TOWNSHIP

By: _____

By: _____
Ron Popp, Supervisor

By: _____
Cheryl A. Goss, Clerk

EXHIBIT A

REAL ESTATE LEASE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021, between **WHITEWATER TOWNSHIP**, a Michigan general law township, 5777 Vinton Road, P.O. Box 159, Williamsburg, Michigan 49690 ("TOWNSHIP") and **SERVICE PROVIDER**, a Michigan corporation, ADDRESS, CITY, Michigan ZIP CODE ("SP"). TOWNSHIP hereby leases to SP the following-described real estate subject to the following terms and conditions:

The portion of 5777 Vinton Road, Williamsburg, MI 49690 that is depicted on Exhibit 1 hereto ("Premises"); subject to easements, restrictions, reservations and rights of way of record or in use.

1. **Term.** It is expressly understood and agreed between the parties hereto that this Real Estate Lease Agreement shall begin the ____ day of _____ 2021, and continue through _____, 2026, unless otherwise terminated as provided in this Agreement. This Lease will automatically renew for an additional one (1) year term following the expiration of the initial five (5) year term, unless either party notifies the other in writing sixty (60) days prior to the expiration date of its intent not to renew. If neither of the parties give notice of nonrenewal as herein provided, and if SP is not in default, then this Agreement shall continue under the same terms and conditions set forth herein, annually thereafter, until nonrenewal notice is given at least sixty (60) days prior to the expiration of the then annual period.

2. **Use of Premises.** SP agrees to use the Premises for an ambulance service. SP shall use the Premises in a careful, safe and proper manner, and will not use them in an unlawful manner or for illegal purposes, and will not commit or suffer any waste thereon. SP will fully comply with and obey all laws, ordinances, rules, regulations and requirements of all regularly constituted authorities in any way affecting the Premises.

3. **Rent.**

a. **Base Rent.** SP shall pay to the TOWNSHIP at the above address a base rental of \$600 per month (\$7,200 per annum) payable per month in advance, with the first month's payment pro-rated upon the effective date of this Lease. If there is a termination, SP shall be entitled to a pro-ration of its rent from the first of the month until the date of the termination.

b. **Additional Obligations.** SP is responsible for the following obligations in addition to the rent specified above: equitable sharing of utilities to be determined by the parties based on a good faith measure of relative use as further specified in Paragraph 11 below.

4. **Maintenance and Alterations.** SP will not make any alteration, addition or improvements in or to the Premises without the written approval of TOWNSHIP, and all additions and improvements made by SP shall become the property of TOWNSHIP upon installation.

In the event TOWNSHIP consents to SP making any leasehold improvements, SP shall keep the Premises free of liens, and will hold TOWNSHIP harmless from any such liens that may be placed against the Premises, except those attributable solely to the acts of TOWNSHIP. Failure to discharge any lien within a ten (10) day period shall give TOWNSHIP the right, but not the obligation, to procure such discharge, and SP shall pay all costs of discharge to TOWNSHIP, including all reasonable attorney fees.

5. **Taxes and Insurance.** Fire insurance, including extended or comprehensive coverage, on the Premises covered by this Lease shall be the responsibility of TOWNSHIP.

TOWNSHIP shall maintain and furnish suitable proof of insurance at all times during the continuance of this Lease, or any extension thereof, public liability insurance in the amount of at least One Million (\$1,000,000) Dollars for personal injury and/or property damage. **SP** shall be responsible for providing its own contents insurance, including insurance for the replacement value of its equipment, fixtures and tenant improvements. **SP** shall secure and maintain general liability insurance in the amount of at least Ten Million (\$10,000,000) Dollars for personal injury and/or property damage. **SP** shall keep, save and hold harmless TOWNSHIP from any and all damages and liability for anything arising from, or out of, the occupancy of the Premises, such policy to name TOWNSHIP as an additional named insured party. In addition, **SP** shall be responsible for and shall pay all property taxes assessed on its portion of the Premises and all personal property taxes on the **SP** contents located therein.

6. **Assignment of Lease.** **SP** shall not assign this Lease or sublet the Premises or any part thereof without TOWNSHIP's consent in writing.

7. **Destruction of Premises.** If all or any part of the Premises is damaged by fire or other insured casualty, TOWNSHIP shall, except as otherwise provided herein, repair and rebuild the Premises with reasonable diligence upon receipt of the casualty insurance proceeds. **SP** hereby expressly waives any and all additional rights it might otherwise have under any law or statute. In the event the Premises are destroyed or damaged so that they are untenable and could not be repaired or rebuilt for occupancy within sixty (60) days from the date of casualty, either party may terminate this Lease.

8. **Surrender of Premises on Termination.** Upon termination of this Lease **SP** shall surrender the Premises in the same condition as on the Commencement Date, reasonable wear and tear excepted, unless TOWNSHIP consents in writing to allow any permitted renovation by **SP** to remain, and promptly deliver all keys for the Premises to TOWNSHIP. All expenses incurred by TOWNSHIP in connection with repairing or restoring the Premises to the designated condition, together with the costs, if any, of removing any property of **SP**, shall be invoiced to **SP** and be payable within fifteen (15) days after mailing of invoice.

9. **Lessor's Right of Entry.** **SP** agrees that TOWNSHIP, its agents, or other representatives, shall have the right to enter the Premises at all reasonable hours which shall not interfere with the operation of **SP**'s business, for the purpose of examining the Premises, or to make such alterations or repairs therein as it may deem necessary for the safety and preservation thereof.

10. **Default, Abandonment, Insolvency – Remedies of Lessor.** It is expressly understood and agreed that in case the demised Premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified for a period of sixty (60) days, or if, without the consent of TOWNSHIP, **SP** shall sell, assign, sublet or mortgage this Lease or if **SP** is in default in material breach of any of the covenants and agreements in this Lease or of the Ambulance Services Agreement or of the Motor Vehicle Lease, or if **SP** shall fail to comply with any statute, ordinance, rule, order, regulation and requirement of the federal, state, or local government, or of any of their departments or bureaus applicable to the said Premises for a period of sixty (60) days, or if **SP** shall file a petition in bankruptcy or be adjudicated bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, TOWNSHIP may at any time thereafter give **SP** sixty (60) days' notice in writing of TOWNSHIP's intention to declare a default in the terms hereof and to re-enter the Premises. Such notice may be given by mail to **SP** at the leased Premises. If **SP** fails to cure said default within the period of sixty (60) days, then it shall be lawful for TOWNSHIP to re-enter the Premises and again have, repossess and enjoy the same as if this Lease had not been made. **SP** expressly waives the service of any further notice in writing of the intention to re-enter. In such event, this Lease and the terms hereof shall expire on the date fixed in such notice. In the event that any agreement between the

TOWNSHIP and **SP** ceases or terminates for any reason, including without limitation the re-entry of TOWNSHIP under the terms and covenants contained in this Lease, or by the ejectment of **SP** by summary proceedings or otherwise, or after the abandonment of the Premises by **SP**, TOWNSHIP or its representatives may re-enter the Premises either by force or otherwise.

11. **Utilities.** **SP** shall provide and pay for its usage of gas, electricity, light, sewer and water, any costs associated with the water softener, garbage collection, and monthly service charge for telephone lines provided to the leased property, and shall be responsible for all long distance charges. Any such costs that cannot be split according to actual use shall be the subject of an equitable allocation to be decided by the parties, and if no agreement can be reached, by a court of competent jurisdiction.

12. **Condemnation.** If the Premises are condemned for any public use or purpose by any legally constituted authority, this Lease shall cease from the time when possession is taken by such public authority. Such termination shall be without prejudice to the rights of either TOWNSHIP or **SP** to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither TOWNSHIP nor **SP** shall have any rights in or to any award made to the other by the condemning authority.

13. **Signs.** **SP** shall have the right and privilege to erect identification signs on the Premises, subject to TOWNSHIP's prior written approval and consistent with TOWNSHIP'S zoning ordinance and other applicable ordinances.

14. **Personal Property of SP.** Personal property brought on the Premises by **SP**, listed in a written schedule provided to and approved by TOWNSHIP, although bolted or otherwise fastened to or attached to the building on the Premises, shall at all times remain the personal property of **SP**, and shall not be construed to be a fixture of part of the realty (the "Personal Property"). Upon termination of this Lease or upon nonrenewal thereof, **SP** or its assigns, shall have the right to remove the Personal Property from the Premises and **SP** agrees to make repairs to the Premises for any damages caused by the removal of the Personal Property.

15. **Quiet Enjoyment.** **SP**, upon payment of the base rent and all other charges herein provided for and performing all the other terms of this Lease, shall quietly have and enjoy the Premises during the term of this Lease without hindrance or interference by anyone claiming by or through TOWNSHIP, subject, however, to the reservations and conditions of this Lease.

16. **Indemnification.** **SP** shall, at its expense, indemnify and defend TOWNSHIP, its agents, employees, directors and officers from any loss, damage, claim, liability or expense (including reasonable attorney fees of any kind) including, without limitation, claims for bodily injury, disease, death, property damage or environmental clean-up, arising directly or indirectly out of or in connection with the condition or use of the Premises, or the failure of **SP** to comply with any provision of this Lease, or for any other event on or relating to **SP**'s use of the Premises whatever the cause.

17. **Miscellaneous:**

- a. This Lease shall be governed by and enforced in accordance with the laws of the State of Michigan.
- b. The covenants, terms, conditions, provisions and undertakings of this Lease or in any renewals thereof shall extend to and be binding upon the

successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party, as if in each and every case so expressed.

- c. The specified remedies to which the parties may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the parties may be lawfully entitled in case of any breach of threatened breach by the other party of any provisions or provisions of this Lease.
- d. This is the entire Agreement between the parties and such Agreement shall not be modified, except by a written amendment signed by both parties.
- e. All notices required under this Lease must be in writing and shall be deemed to have been given if a copy is personally delivered or mailed by United States first class mail, postage prepaid.

18. **Cross-Default or Termination.** TOWNSHIP and **SP** agree that any termination or default or breach of this Real Estate Lease Agreement and/or Ambulance Service Agreement and/or Motor Vehicle Lease Agreement shall also constitute a default in all other agreements between TOWNSHIP and **SP**. In the event of a default or breach, the non-offending party shall be entitled to terminate all leases and contracts between it and the offending party at the non-offending party's sole discretion provided it has given the offending party sixty (60) days of notification of default and the offending party has failed to cure the breach or default.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SERVICE PROVIDER

WHITEWATER TOWNSHIP

By: _____

By: _____
Ron Popp, Supervisor

By: _____
Cheryl A. Goss, Clerk

(Attach Exhibit 1, legal description of the Premises)

EXHIBIT B

MOTOR VEHICLE LEASE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2021, between **WHITEWATER TOWNSHIP**, a Michigan general law township, 5777 Vinton Road, P.O. Box 159, Williamsburg, Michigan 49690 ("TOWNSHIP") and **SERVICE PROVIDER**, a Michigan corporation, ADDRESS, CITY, Michigan ZIP CODE ("SP"). This Agreement is on the following terms and conditions:

1. **Vehicles Leased.** TOWNSHIP hereby leases to **SP** the fully equipped ambulances and emergency response vehicles identified on Exhibit 1 (the "Vehicles"). If any of the Vehicles subject to this Lease and/or their equipment are replaced, the parties agree to prepare and initial an updated Exhibit 1.

2. **Term.** It is expressly understood and agreed between the parties that this Motor Vehicle Lease Agreement shall begin the ___ day of _____, 2021, and continue through _____, 2026, unless otherwise terminated as provided in this Agreement. This Lease will automatically renew for an additional one (1) year term following the expiration of the initial five (5) year term, unless either party notifies the other in writing sixty (60) days prior to the expiration date of its intent not to renew. If neither of the parties give notice of nonrenewal as herein provided, and if **SP** is not in default, then this Agreement shall continue under the same terms and conditions set forth herein, annually thereafter, until nonrenewal notice is given at least sixty (60) days prior to the expiration of the then annual period.

3. **Consideration.** **SP** shall pay a rental fee of One (\$1.00) Dollar per annum, per Vehicle to be first paid to TOWNSHIP on the date this Lease is executed and thereafter to be paid on the anniversary date of the first day of this Lease.

4. **Condition of Vehicles.** The parties acknowledge that the Vehicles are being leased to **SP** by TOWNSHIP in "as is condition without warranty, express or implied, as to condition, mileage or state of repair."

5. **Insurance and Indemnity.** **SP** agrees to indemnify and hold TOWNSHIP harmless from any and all liabilities arising from the operation, maintenance or use of the Vehicles by **SP**, and shall secure and maintain insurance and shall name TOWNSHIP as an additional named insured covering loss resulting from collision, bodily injury, property damage, or use of the Vehicles, in a minimum amount of Ten Million Dollars (\$10,000,000.00) combined single limit per accident. Furthermore, **SP** agrees to indemnify TOWNSHIP against all claims, losses, causes of action and expenses, including reasonable attorney fees and expenses arising from the use, maintenance, and operation of the Vehicles by **SP**, in excess of any insurance coverages under the foregoing provisions.

6. **Use of Vehicles.** **SP** shall not use or permit the use of the leased Vehicles in a negligent or improper manner or in violation of any law, or in such a manner as to void any insurance covering the Vehicles, or permit the Vehicles to become subject to any lien, charge, or encumbrance. **SP** shall use the Vehicles only for emergency and non-emergent response services within the TOWNSHIP.

7. **Drivers of Vehicles.** All Vehicles leased to **SP** under this lease shall be exclusively operated only by safe, careful, legally qualified, and properly licensed drivers. Such drivers shall be selected, employed, controlled, and paid by **SP**. Such drivers are conclusively presumed to be the employees of **SP** only. **SP** shall cause the Vehicles subject to this Lease to be used and operated with reasonable care and precaution to prevent loss and damage to such Vehicles due to negligent

or reckless use, abuse, fire, theft, collision, or injury to persons or property. Upon substantiation of a written complaint from TOWNSHIP to **SP** specifying any reckless, careless, or abusive handling of any leased Vehicles, **SP** shall remove the driver or drivers of any such Vehicles as soon as it is reasonably possible to do so. **SP**'s drivers shall comply with all reasonable regulations now or hereafter made by TOWNSHIP insofar as such regulations shall relate to the proper use, care, and operation of the Vehicles provided pursuant to this Lease.

8. **Compliance with Laws.** The Vehicles subject to this Lease shall not be used in violation of any federal, state, or municipal statutes, laws, ordinances, rules, or regulations applicable to the operation of such Vehicles. As to the use or operation of any such Vehicle, **SP** will hold TOWNSHIP harmless from any and all fines, forfeitures, or penalties for traffic violations or for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public authority. **SP** shall not use nor allow any Vehicle to be used for any unlawful purpose or for the transportation of any property or material deemed "hazardous" by federal or state authorities.

9. **Maintenance and Repairs.** Unless otherwise agreed in writing by the parties, all service materials, and repairs in connection with the use and operation of the Vehicle(s) during the lease term, including but not limited to gasoline, oil, batteries, repairs, maintenance, tires, and towing necessary for their proper use and operation, shall be at **SP**'s expense. **SP** agrees to attempt to maintain the Vehicle(s) in accordance with all service intervals recommended by the manufacturer of the Vehicle(s). **SP** shall take the Vehicles to an appropriate factory-authorized dealer for all service and repairs under manufacturer's warranty. TOWNSHIP shall not be liable for repairs, nor shall any such repairs be charged to TOWNSHIP. **SP** shall repair and maintain the Vehicles in their condition on the first date of this Lease, reasonable wear and tear from ordinary usage excepted.

10. **Obligation to Pay Miscellaneous Charges.** **SP** agrees to pay all storage charges, parking charges, and fines incurred in connection with the Vehicles. **SP** will pay any fees (including vehicle registration and inspection fees) or taxes that may be imposed with respect to the Vehicles by any constituted governmental authority as the result of **SP**'s use or intended use of the Vehicles. **SP** shall reimburse TOWNSHIP any amounts it pays to the State of Michigan for registration and license fees for the Vehicles.

11. **Risk of Loss and Damage.** **SP** shall bear all risks of damage or loss of the Vehicles, or any portion of the Vehicles, not covered by insurance. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of **SP** and shall be considered permanent contributions to the Vehicles. **SP** at all times and at its sole expense, shall keep the Vehicles in good working order, condition and repair, reasonable wear and tear excepted.

12. **Reports of Accidents.** If any Vehicle leased by TOWNSHIP to **SP** pursuant to this Agreement is involved in any accident, **SP** shall notify TOWNSHIP promptly by telephone or other form of communication. Thereafter, as soon as practicable, **SP** shall report to TOWNSHIP in writing, giving all information relative to the accident, including but not limited to, the date, time, place, and circumstances of the accident; the names and addresses of persons injured, of the owners of property damaged, and of witnesses. **SP** shall cooperate fully with TOWNSHIP and the insurer in the investigation and defense of any claim or suit, and shall do nothing to impair or invalidate any applicable insurance coverage. **SP** shall promptly deliver to TOWNSHIP, or to such other person or company as TOWNSHIP shall have designated in writing, any and all papers, notices, summonses, processes, and documents whatsoever served upon or delivered to **SP** or **SP**'s agents or employees in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against **SP** or TOWNSHIP arising out of the ownership, maintenance, use, or operation of any Vehicle subject to this Lease.

13. **Termination by Default.** In the event of a material breach of this Agreement, the non-breaching party may give the breaching party notice of its intent to terminate. In such event, the non-breaching party shall be entitled to terminate this Agreement at the non-breaching party's sole discretion if the breaching party fails to substantially cure the breach within sixty (60) days of the notice. The following events shall be considered a material breach of this Agreement:

- a. A proceeding in bankruptcy or under any law for relief of debtors;
- b. Voluntary assignment of the party's interest in this Agreement;
- c. Involuntary transfer of the party's interest in this Agreement by operation of law; or
- d. Expiration or cancellation of any policy of insurance, or the cessation in force according to its original terms of such insurance, or of any extension nor renewal of the insurance, during the entire term of this lease.

Upon termination of this Motor Vehicle Lease Agreement, **SP** shall surrender the Vehicles and their equipment and return them to TOWNSHIP. TOWNSHIP may also take possession of the Vehicles and their equipment wherever they may be found, with or without process of law. Upon termination, **SP** shall have no right, title, or interest in the Vehicles or their equipment, or their possession or use. The rights and remedies of the parties under this Agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law.

14. **Assignment.** The parties agree not to assign, transfer, sublet, pledge, or encumber any of its rights under this Lease, or the Lease itself.

15. **Construction of Instrument.** This Agreement is one of leasing only and **SP** does not acquire any right, title, or interest to the leased Vehicles or any replacements or any equipment other than the right of possession accorded as a lessee.

16. **Cross-Default and Termination.** TOWNSHIP and **SP** agree that any termination or default or breach of this Vehicle Lease Agreement and/or the Ambulance Service Agreement and/or the Real Estate Lease Agreement shall also constitute a default in all other agreements between TOWNSHIP and **SP**. In the event of a default or breach, the non-offending party shall be entitled to terminate all leases and contracts between it and the offending party at the non-offending party's sole discretion provided it has given the offending party sixty (60) days of notification of default and the offending party has failed to cure the breach or default.

17. **Notices.** Any notice to be given under this Agreement shall be deemed given when sent by registered or certified mail to the address herein contained of the party to be notified.

18. **Succession.** This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

19. **Effect of Bankruptcy.** This Lease shall terminate automatically without notice to **SP** if **SP** files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or is voluntarily or involuntarily adjudicated a bankrupt by any court of competent jurisdiction, or if a petition for reorganization of **SP**, or for an arrangement with creditors is filed by or against **SP**, or if a receiver is appointed for **SP**'s business, or if **SP** permits or suffers any distress, attachment, levy, or execution to be made or levied against any or all of **SP**'s property.

20. **Amendment.** This Lease and the schedules now or hereafter a part of this Lease may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties.

21. **Waivers.** The failure of either party in any one or more instances to insist on the performance of any of the terms, covenants, or conditions of this Lease, or to exercise any right or privilege in this Lease conferred or the waiver of any breach of any of the terms, covenants, or conditions of this Lease shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but such terms shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

22. **Miscellaneous:**

- a. This Lease shall be governed by and enforced in accordance with the laws of the State of Michigan.
- b. The covenants, terms, conditions, provisions and undertakings of this Lease or in any renewals thereof shall extend to and be binding upon the successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party, as if in each and every case so expressed.
- c. The specified remedies to which the parties may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the parties may be lawfully entitled in case of any breach of threatened breach by the other party of any provisions or provisions of this Lease.
- d. This is the entire Agreement between the parties and such Agreement shall not be modified, except by a written amendment signed by both parties.
- e. All notices required under this Lease must be in writing and shall be deemed to have been given if a copy is personally delivered or mailed by United States first class mail, postage prepaid.

23. **Equipment.** If **SP** determines that a Vehicle leased herein is no longer needed or desired or useful to its services to TOWNSHIP, it may return the Vehicle to TOWNSHIP or dispose of the Vehicle according to TOWNSHIP's instructions. **SP** agrees to replace all Vehicles that are retired but which are needed to service the Ambulance Service Agreement and to re-title those Vehicles in the name of TOWNSHIP and subject them to the terms and conditions of this Lease. Upon the termination of this Lease, all equipment then being used by **SP** pursuant to this Lease shall be promptly returned to TOWNSHIP. **SP** agrees to leave the ambulances and equipment that is in use in TOWNSHIP at the termination of the Agreement for the use of TOWNSHIP to continue operations in the Township. Such equipment and Vehicles shall be equipped to State standards for operation and shall be of equal or greater value and condition as such equipment and Vehicles on the ___ day of _____, 2021. As noted, better condition and higher value of the equipment and Vehicles is acceptable.

24. **Community Involvement.** When a unit and crew are available, **SP** will use its best efforts to station them at community events, such as high school football games, community celebrations or festivals.

25. **No Third Party Benefit.** This Lease shall not be construed as creating a third party benefit agreement and only the parties hereto may enforce its provisions or be deemed to benefit by them.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SERVICE PROVIDER

WHITEWATER TOWNSHIP

By: _____

By: _____
Ron Popp, Supervisor

By: _____
Cheryl A. Goss, Clerk

(Attach Exhibit 1, description of the Vehicles)

MEMO

To: Whitewater Township Board
From: Cheryl A. Goss, Clerk
Date: 06/03/2021
Re: Website ADA Compliance

Back in May 2020, the board approved two contracts and quotes from Brick House Interactive to bring the township website and the park website into compliance with the Americans with Disabilities Act (ADA). The ADA has established accessibility standards for local government websites. The ADA and the Rehabilitation Act of 1973 generally “require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities, or would impose an undue burden. This means that local governments are required, and expected, to ensure all of their digital content is accessible by citizens with visual, auditory, and other physical limitations and disabilities.” As also mentioned previously, townships can be assessed for huge fines for noncompliance.

Jim Sundberg and I spoke last month about the status of ADA compliance on our websites. They are working on the final steps. Their initial proposal allowed for a widget that must be installed on the sites to tell you where the ADA compliance problems are and fixes some of them. That widget is no longer free. It will now cost \$490 per year, per site, to have access to the UserWay Accessibility Widget, which provides a control panel for final testing and generation of a compliance statement.

The second issue is how to make documents on the websites ADA compliant. This is not a service that Brick House Interactive offers, nor is there an employee of the township who has time or the training to perform this service. As I have mentioned previously, it is extremely tedious, slow, and very complicated to bring documents into ADA compliance. Here are some of the issues:

- Scanned documents must be made text editable.
- Page titles have to be coded as H1 or H2, which is an outline. The user has to be able to navigate from H1 to H2 titles to subtitles.
- Documents must have a certain contrast.
- Fonts have to be a certain size.
- Links have to be encoded with the right settings to tell the user if a new window is going to open or the link will open within the document.
- Every graphic image has to be described.
- Icons have to be labeled as non-essential or they have to be described.

All documents must be converted manually. Jim Sundberg has done some editing on documents for ADA compliance. He stated it took him a half hour to do five pages, and then the document has to be tested in a keyboard program for compliance errors and corrections made. He said every page will have a different way it needs to be edited. He also said the

Word program does not have an ADA compliant template, and PDFs are very “clunky” to edit.

There are companies who do this type of work. Credentials are needed. According to him, non-profit companies charge \$10 to \$20 per page. For-profit companies charge \$30 to \$40 per page and they want two weeks to get a document done. The following link to a site that does remediation for PDFs was provided by Jim in order to get an idea of prices.

<https://equidox.co/blog/pdf-conversion-pricing-am-i-getting-a-good-deal/>

The township could be looking at hefty fees for all documents and packets. If someone was hired to do this work as a township employee, they would need to be full-time. In either case, making website documents ADA compliant will be a costly endeavor.

Jim suggested that the township contact its legal counsel to see if a statement could be added to the websites saying that the township has achieved 90% compliance with the ADA guidelines but, as a small municipality, lacks the resources to achieve full compliance, thereby meeting the exception that doing so would impose an undue burden. Also, legal counsel will need to review the widget-generated compliance statement when available.

An appropriate motion would be: Motion to refer the issue of the township’s website ADA compliance issues to the township attorney’s office for review and recommendation.

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MEMO

To: Whitewater Township Board
From: Cheryl A. Goss, Clerk
Date: 06/03/2021
Re: **Park Ranger Graded Wage Scale**

Through the process of recruiting additional rangers for the 2021 season, our \$13 per hour starting wage is not enough to entice applicants to accept a position. Most places are paying at least \$15 per hour, with some starting wages in the \$16 to \$17 per hour range.

We will need to adjust the Graded Wage Scale for park rangers to start at \$15 per hour in order to staff the park appropriately for the summer. A revised scale is attached.

An appropriate motion would be: Motion to revise the Graded Wage Scale for Park Rangers as recommended by the clerk, and to adjust the wages of existing rangers to the revised Graded Wage Scale.

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Whitewater Township
Graded Wage Scale 2021/2022
Adopted by the Township Board on 03/23/2021 (REVISED 06/08/2021)

Grade	Job Description	1	2	3	4	5	6	7	8	9	10
Grade I	Clerical Worker	\$11.00	\$11.33	\$11.67	\$12.02	\$12.38	\$12.75	\$13.13	\$13.52	\$13.93	\$14.35
	General Labor	"	"	"	"	"	"	"	"	"	"
Grade II	Park Ranger	\$15.00	\$15.45	\$15.91	\$16.38	\$16.87	\$17.37	\$17.89	\$18.42	\$18.97	\$19.53
	Historical Society Director	\$13.00	\$13.39	\$13.79	\$14.20	\$14.62	\$15.05	\$15.50	\$15.96	\$16.43	\$16.92
Grade III											
Grade IV											
Grade V	Deputy Clerk	\$13.00	\$13.39	\$13.79	\$14.20	\$14.63	\$15.07	\$15.52	\$15.99	\$16.47	\$16.96
	Deputy Treasurer	"	"	"	"	"	"	"	"	"	"
	Deputy Supervisor	"	"	"	"	"	"	"	"	"	"
Grade VI											
Grade VII											
Grade VIII											

Guidelines:

1. Numbers 1 through 10 in the top row represent Years of Service.
2. This Graded Wage Scale applies to all hourly employees, whether full-time, part-time, or seasonal.
3. The increases shown are automatic and are not merit based.
4. Increases are effective as of April 1 each year, not on an employee's anniversary date.
5. Employees must have a minimum of 6 months of service in order to be eligible for a wage increase.
6. Future increases for employees who have reached the 10-year level will be calculated at 3% annually.
7. It is possible that employees who have attained 10 years of service will move to a higher grade on the Graded Wage Scale.
8. When an employee moves from one grade level to another, they move vertically on the scale, i.e., there is no loss of years of service.
9. The board reserves the right to start an employee anywhere on the Graded Wage Scale based on experience.
10. The township board has discretion to review and modify the Graded Wage Scale as it deems appropriate.
11. The Graded Wage Scale is needed because it shows different grades, even though some are not currently in use.

MEMO

To: Whitewater Township Board

From: Cheryl A. Goss, Clerk

Date: 06/02/2021

Re: Budgeted Transfer re: Purchase of Snowmobiles

Per Chief Flynn's memo in the 4/13/2021 board packet, the cost of two new snowmobiles for the Fire Department will be \$26,554.00. A 2% award in the amount of \$14,700 defrays all but \$11,854 of the total cost. Therefore, a budgeted transfer from the Fire Fund to the Fire Capital Improvement Fund is necessary.

Budgeted Transfer

GL#	Description	Debit	Credit
206-966-999	Transfer to Other Funds	\$11,854	
406-000-699	Transfers from Other Funds		\$11,854

An appropriate motion would be: Motion to transfer \$11,854 from the Fire Fund to the Fire Capital Improvement Fund.

A roll call vote is required.

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