WHITEWATER TOWNSHIP BOARD
AGENDA FOR 1st REGULAR MEETING – OCTOBER 10, 2017
7:00 p.m. at the Whitewater Township Hall
5777 Vinton Road, Williamsburg, MI 49690
Phone 231-267-5141/Fax 231-267-9020

At this time, the board invites everyone to silence their electronic devices.

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.

F. Public Hearing
1. Ordinance No. 50 – Amendment to Video Service Provider Right-of-Way Management Ordinance

G. Reports/Presentations/Announcements/Comments
1. County Board of Commissioners Report
2. County Road Commissioner Report
3. Mobile Medical Response Report
4. Planning Commission Report
5. Parks & Recreation Advisory Committee Report

H. Consent Calendar
Receive and File
1. Supervisor's Report for October 2017
2. Clerk/Park & Recreation Administrator's Report for September/October 2017
3. Zoning Administrator's Report – Land Use Permits
4. Mobile Medical Response September 2017 Activity Reports
5. Grand Traverse Rural Fire Chief's Report September 2017
6. Approved 07/27/2017 Zoning Board of Appeals Minutes
7. Approved 08/02/2017 Planning Commission Minutes
8. Approved 08/14/2017 Parks & Recreation Advisory Committee Minutes
9. Approved 08/21/2017 Parks & Recreation Advisory Committee Special Meeting Minutes
10. Approved 09/06/2017 Planning Commission Minutes

Correspondence

1. Grand Traverse County Sheriff Department Statistics for September 2017 and 3rd Quarter Totals
2. Grand Traverse Rural Fire Board DRAFT 08/16/2017 Minutes
3. GTRFD Officers' Meeting Minutes September 2017 (not available)
4. Letter 09/14/2017 Charter Communications re: Change to Channel Lineup
5. Letter 09/25/2017 Elk-Skegemog Lakes Association re: Purple Loosestrife Treatment
6. Letter 09/29/2017 Charter Communications re: Changes to Channel Lineup

Minutes

1. Recommend approval of 09/12/2017 and 09/26/2017 regular meeting minutes and 09/21/2017 special meeting minutes

Bills for Approval

1. Approval of Alden State Bank vouchers # 42054 through 42140
2. Approval of First Community Bank Miami Beach voucher # 1234
3. Approval of First Community Bank WMDLS voucher # (none)

Budget Amendments (none)

Revenue & Expenditure Report (none)

I. Unfinished Business
   1. Emergency Services Building Renovation/Addition Project
   2. Discussion of Whitewater Township Fire Department (sample ordinances, budget)
   3. Proposed Update Section 2.0 Administrative Policies & Procedures Manual re: Public Hearing for Non-Zoning Ordinance Amendments
   4. Miami Beach Sewer System – Condition Assessment Proposal

J. New Business
   1. Medical Marijuana Survey Results
   2. Approval of Park Fund Capital Expenditure

K. Tabled Items
   1. Review Administrative Policy Section 5 (tabled 10/14/2014)
   2. Review Ordinance 22 Pension Plan (tabled 10/25/2016)
   3. Review Whitewater Township Planning & Zoning Fees (tabled 02/28/2017)

L. Board Comments/Discussion

M. Announcements
   1. Next meeting date 10/24/2017 at 7:00 p.m.

N. Public Comment

O. Adjournment

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

To: Township Board Members

From: Cheryl A. Goss, Township Clerk

Date: 10/06/2017

Re: Consent Calendar for Township Board Meeting 10/10/2017

Receive and File

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Budget Amendments (none)

Revenue & Expenditure Report (none)

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

Moved by _____, seconded by _____. Roll call vote:

NOTICE OF PUBLIC HEARING
Whitewater Township Board
Ordinance No. 50
Amendment to Video Service Provider Right-of-Way Management Ordinance

The Whitewater Township Board will conduct a public hearing at its regular meeting on October 10, 2017, at 7:00 p.m., at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan, to receive public comment on Ordinance No. 50, Amendment to Video Service Provider Right-of-Way Management Ordinance.

All persons are welcome to attend and will be heard concerning the proposed ordinance. A copy of the complete text of the proposed ordinance is available for public viewing at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, MI 49690, during regular office hours, or on the home page of the township website at www.whitewatertownship.org.

Written comments will be received until the time of the meeting and should be addressed to Cheryl Goss, Clerk, Whitewater Township Board, P.O. Box 159, Williamsburg, MI 49690.

Whitewater Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities who are planning to attend. Contact the township clerk at (231) 267-5141 x24 or the TDD at 800-649-3777 at least 5 days in advance of the public hearing.

Cheryl A. Goss, Whitewater Township Clerk
Posted: Wednesday, September 20, 2017, at 3:00 p.m.

A copy of this notice is on file in the office of the clerk.

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

ORDER CONFIRMATION (CONTINUED)

Salesperson: DENISE LINGERFELT Printed at 09/20/17 14:59 by dling

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Acct #: 2055 Ad #: 475811 Status: N

LEGAL NOTICE
NOTICE OF PUBLIC HEARING
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Ordinance No. 50
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Cheryl A. Goss
Whitewater Township Clerk

September 24, 2017-1T 475811

Proposed Ordinance No. 50

TOWNSHIP OF WHITEWATER
GRAND TRAVERSE COUNTY, MICHIGAN
AMENDMENT TO VIDEO SERVICE PROVIDER
RIGHT-OF-WAY MANAGEMENT ORDINANCE

Ordinance No. 50

At a meeting of the Township Board of Whitewater Township, Grand Traverse County, Michigan, held at the Whitewater Township Hall on October 10, 2017, at 7:00 p.m., Township Board Member _____ moved to introduce the following Ordinance for publication and adoption, which motion was seconded by Township Board Member _____:

> An Ordinance to amend the Whitewater Township Video Service Provider Right-of-Way Management Ordinance to enhance the Township's ability to exercise reasonable control over the public right-of-way by regulating the use and occupation of the same by video service providers with a standardized, uniform video franchise but who lack a Metro Act permit, to promote and protect the public health, safety, and welfare through regulation of the same, to clarify the language of that Ordinance to increase clarity and accessibility, and to repeal all conflicting Ordinances or Parts of Ordinances.

WHITEWATER TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN HEREBY ORDAINS:

SECTION 1: AMENDMENT TO VIDEO SERVICE PROVIDER RIGHT-OF-WAY MANAGEMENT ORDINANCE. The Whitewater Township Video Service Provider Right-of-Way Management Ordinance shall be amended to read as follows:

1.0 Purpose:

1.1 Under the Uniform Video Services Local Franchise Act, Video Service Providers may obtain a franchise to provide Video Services in the Township using a standardized, uniform form of franchise agreement established by the MPSC. This form includes the right to use the Public Right-of-Way to provide such service, but does not contain right-of-way management and related provisions.

1.2 Telecommunications providers who obtain such a standardized, uniform form of franchise agreement generally will have previously obtained a permit under the Metro Act to construct and maintain their telecommunications facilities in the Public Right-of-Way from the Township. These Metro Act Permits set forth the terms and conditions for a provider's usage of the right-of-way. Standard forms of Metro ACT Permits are agreed to in a collaborative process between municipalities and providers initiated by the MPSC, and those forms have since been approved by the legislature and the MPSC.

1.3 Because telecommunications providers typically provide Video Services over combined video and telecommunications facilities, Metro Act Permits generally provide adequate protection for the Public Right-of-Way and public interest when such providers are providing Video Services.

1.4 Other Video Service Providers, in particular new providers or existing cable companies, may not have a Metro Act Permit issued by the Township.

1.5 The Uniform Video Services Local Franchise Act and the standardized, uniform franchise agreement require Video Service Providers to comply with all valid and enforceable local regulations regarding the use and occupation of the Public Right-of-Way in the delivery of Video Services, and makes such right-of-way usage subject to the laws of the State of Michigan and the police powers of the franchising entity.

1.6 The Uniform Video Services Local Franchise Act and the standardized, uniform franchise agreement state that franchising entities shall provide Video Service Providers with open, comparable, nondiscriminatory and competitively neutral access to the Public Right-of-Way, and may not discriminate against a Video Service Provider for the authorization or placement of a Video Service or communications network in the Public Right-of-Way.

1.7 The Michigan Constitution reserves reasonable control of highways, streets, alleys and public places to local units of government.

1.8 The purpose of this ordinance is to promote and protect the public health, safety and welfare and exercise reasonable control over the Public Right-of-Way by regulating the use and occupation of such rights-of-way by Video Service Providers who have a standardized, uniform franchise but who lack a Metro Act Permit from the Township. This ordinance does so by setting forth terms and conditions for such usage and occupation drawn from the Metro Act permits approved by the MPSC. As a result, the Ordinance provides open, comparable, nondiscriminatory, and competitively neutral access to the Public Right-of-Way to Video Service Providers not already in possession of a Metro Act permit.

2.0 Consistent Interpretation: This ordinance should be interpreted and applied so as to be consistent with the Metro Act, the forms of Metro Act permit approved by the MPSC, and any applicable MPSC, Metro Authority, or court decisions relating to the same.

3.0 Definitions: The following definitions apply to this ordinance, including Sections 1 and 2 above.

3.1 Act means the Uniform Video Services Local Franchise Act, being Act 480 of the Public Acts of 2006, MCL 484.3301 and following, as amended from time to time.

3.2 Claims shall have the meaning set forth in Section 7.1.

3.3 Facilities means the lines, equipment and other facilities of a Permittee which use or occupy the Public Right-of-Way in the delivery of Video Services in the Township.

3.4 Franchise Agreement means the franchise agreement entered into or possessed by a Video Service Provider with the Township as required by Section 3(1) of the Act, if it is the standardized, uniform form of franchise agreement established by the MPSC.

3.5 Supervisor means Township Supervisor or his or her designee.

3.6 Metro Act means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, being Act No. 48 of the Public Acts of 2002, MCL 484.3101 and following, as amended from time to time.

3.7 Metro Act Permit means a permit to use the Public Right-of-Way issued by the Township under the Metro Act.

3.8 Metro Authority shall have the same meaning as "Authority" in the Metro Act.

3.9 MPSC means the Michigan Public Service Commission.

3.10 Township means the Township of Whitewater.

3.11 Permittee means a Video Service Provider with a currently valid Franchise Agreement but without a currently valid Metro Act Permit.

3.11.1 Upon obtaining a Metro Act Permit from the Township, a Video Service Provider is not a Permittee and is no longer required to comply with this ordinance. A Video Service Provider is also not a Permittee and is not required to comply with this ordinance if it enters into a voluntary franchise agreement as described in Section 11.2.

3.12 Person means an individual, corporation, association, partnership, governmental entity, or any other legal entity.

3.13 Public Right-of-Way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.

3.14 Street Construction and Street Resurfacing shall have the meanings set forth in Section 6.9.

3.15 Video Service shall mean video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology.

3.16 Video Service Provider or Provider means a person authorized under this act to provide video service.

4.0 Applicability to Permittees:

4.1 Compliance, Insurance Exception. All Permittees shall comply with this ordinance, except that a Permittee need not comply with the insurance provisions of Sections 8.1 through 8.6 below if it is maintaining the insurance required by Section II.J of its Franchise Agreement (pertaining to incumbent video providers continuing certain insurance provided under their preceding franchise).

5.0 Contacts, Maps and Plans:

5.1 Permittee Contacts. Permittee shall provide the Supervisor with engineering and construction related information for Permittee and its Facilities as follows:

5.1.1 The address, e-mail address, phone number and contact person at Permittee's local office.

5.1.2 If Permittee's engineering drawings, as-built plans and related records for the Facilities are not located at Permittee's local office, the address, phone number, and contact person for the location where these records will be held.

5.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact that is responsible for for the design, plans and construction of the Facilities.

5.1.4 The address, phone number name of the contact person at Permittee's home office or regional office that is responsible for the aspects of the Facilities relating to engineering and/or construction.

5.1.5 The Permittee shall provide the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. If this number changes, the Supervisor must be immediately notified of that change.

5.1.6 Permittee shall notify the Township in writing pursuant to the notice provisions of the Franchise Agreement of any changes in the preceding information.

5.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in the Township, Permittee shall submit route maps showing the location of the Facilities to the Township in the same manner and subject to the same provisions as apply to telecommunications providers under Section 6(7) and 6(8) of the Metro Act, MCL 484.3106(7) and (8).

5.3 As-Built Records. Upon forty-eight (48) hours' notice, Permittee, without expense to the Township, shall give the Township access to all "as-built" maps, records, plans and specifications showing the Facilities or portions thereof in the Public Right-of-Way. Upon request, Permittee shall inform the Township as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall markup maps provided by the Township so as to show the location of the Facilities.

6.0 Use of Public Right-of-Way:

6.1 [Reserved]

6.2 Overlashing. Permittee shall not allow the wires or any other facilities of a third party to be overlashed to Permittee's Facilities without the Township's prior written consent. The Township's right to withhold written consent is subject to the authority of the MPSC under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

6.3 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If the Township reasonably determines that any portion of the Facilities constitutes an undue burden or interference, Permittee, at its sole expense, shall modify the Facilities or take such other actions as the Township may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. The Township shall attempt to require all occupants of a pole or conduit whose facilities are also a burden to remove or alleviate the burden concurrently.

6.4 No Priority. This ordinance does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with the Township. If there is a dispute regarding the priority of use of the Public Right-of-Way, the general public shall have first priority, the Township will have second priority, the State of Michigan and its political subdivisions will have third priority, and the

remaining priority between permit, agreement, or franchise holders will be determined by the Township.

6.5 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by the Township, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, the Township may make the repair and Permittee shall pay the costs the Township incurs for such repair.

6.6 Marking. Permittee shall mark its Facilities installed after the effective date of this ordinance as follows: Aerial portions of the Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried cable below. Bored underground portions of the Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Facilities located in conduit, including a conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.

6.7 Tree Trimming. Permittee may trim trees within or overhanging the Public Right-of-Way to prevent the branches of such trees from coming into contact with the Facilities. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to trimming that is essential to maintain the integrity of the Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Supervisor.

6.8 Installation and Maintenance. The construction and installation of the Facilities shall be performed pursuant to plans approved by the Township. The open cut of any Public Right-of-Way shall be coordinated with the Supervisor or Supervisor's designee. Permittee shall install and maintain the Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground, then Permittee shall, at its expense, place such portion of its Facilities underground, unless the Township approves an alternate location. Permittee

may perform maintenance on the Facilities without prior approval of the Township unless that maintenance will disturb or block vehicular traffic or otherwise interfere with the operation of the Public Right of Way, in which case Permittee will be required to first obtain any and all permits required by the Township.

6.9 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with the Township's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

6.9.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by the Township.

6.10 Compliance with Laws. Permittee shall comply with all valid and enforceable federal and state statutes and regulations; and all valid and enforceable local regulations regarding the use and occupation of the Public Right-of-Way, including any Township regulations addressing the construction, installation, and maintenance of its Facilities. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from the Township or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. The Township shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the latest editions of National Electrical Safety Code and the National Electric Code, adopted by the MPSC. Permittee shall comply with all Township ordinances, including any zoning and land use ordinances and historic preservation ordinances. This section does not constitute a waiver of Permittee's right to challenge laws, statutes, ordinances, rules or regulations.

6.11 Street Vacation. If the Township vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation requires the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by the Township or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as the Township and Permittee mutually agree, applying reasonable engineering standards.

6.12 Relocation. If the Township requests Permittee relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall do so at its sole expense. This will include, but is not limited to, relocation to an alternate route mutually

agreed to by the Township and Permittee. The work shall be completed within a reasonable time period.

6.13 Public Emergency. The Township shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, the Township shall attempt to provide notice to Permittee prior to such action. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, and similar events. It will be Permittee's responsibility to repair or replace its Facilities at its sole expense if the Township exercises its rights under this provision.

6.14 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 *et seq.*, and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

6.15 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and that provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.

6.16 Identification. All personnel of Permittee who have regular contact with the general public as part of their normal duties, including contractors or subcontractors, shall wear on their clothing a clearly visible identification card bearing their name and photograph, as well as Permittee's name. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public with Permittee's name and telephone number.

7.0 Indemnification:

7.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless the Township, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "Claims") (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to Permittee's use of or installation of Facilities in the Public Right-

of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.

7.2 Notice, Cooperation. The Township shall notify Permittee promptly in writing of any Claims and the method and means proposed by the Township for defending or satisfying those Claims. The Township shall cooperate with Permittee in every reasonable way to facilitate the defense of any such Claims and shall consult with Permittee with respect to the defense and satisfaction of such Claims, including the selection and direction of legal counsel.

7.3 Settlement. The Township shall not settle any Claim subject to indemnification under the preceding two sections without the advance written consent of Permittee, and that consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any Claim against the Township for which Permittee is responsible hereunder.

8.0 Insurance:

8.1 Coverage Required. Prior to beginning any construction in or installation of Permittee's Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and provide proof of the same to the Township. Such insurance shall be maintained in full force and effect until the end of the term of the Franchise Agreement. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to the Township, by providing reasonable evidence of its financial resources to the Township. The Township's acceptance of such self-insurance shall not be unreasonably withheld.

8.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars ($5,000,000).

8.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars ($500,000) and providing coverage for claims discovered within three (3) years after the term of the policy. Pursuant to the 2006 MPSC decision in Case U-14720, Permittee need not comply with the preceding sentence until such time after the effective date of this ordinance that it decides to place any new or existing Facilities underground within the Public Right-of-Way in the Township.

8.1.3 Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

8.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

8.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the term of the Franchise Agreement, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

8.2 Additional Insured. The Township shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to the Township. Permittee shall annually provide the Township with copy of any policy or policies evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims-made basis.

8.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

8.4 Deductibles. If the insurance policies required by this ordinance are written with retainages or deductibles in excess of $50,000, they shall be approved by Supervisor in advance in writing. Permittee shall indemnify and hold the Township harmless from the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Ordinance.

8.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies

with all terms of this Part 8. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).

8.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to the Township, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

9.0 Performance Bond or Letter of Credit:

9.1 Municipal Requirement. The Township may require Permittee to post a bond (or letter of credit), in the amount provided in Section 15(3) of the Metro Act, as amended, MCL § 484.3115(3).

10.0 Removal:

10.1 Removal; Underground. As soon as practicable after the term of the Franchise Agreement expires, Permittee or its successors and assigns shall remove any underground cable or other portions of Permittee's Facilities from the Public Right-of-Way which can be removed without trenching or other opening of the Public Right-of-Way. Facilities that require trenching or other opening of the Public Right-of-Way will not be removed unless Permittee first obtains the prior written approval of Supervisor. All removals shall be at Permittee's sole expense.

10.1.1 For purposes of Section 10.1, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the expiration of the term of a Franchise Agreement, Permittee, or its successor(s) or assign(s) at its expense, shall, unless waived in writing by Supervisor, remove from the Public Right-of-Way all above ground elements of its Facilities, including but not limited to poles, pedestal-mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Supervisor. Unless extended by Supervisor, removal shall be completed no later than twelve (12) months after the expiration of the Franchise Agreement. Portions of Permittee's Facilities in the Public Right-of-Way that are not removed within such time period shall be deemed abandoned and, at the option of the Township title to those

Facilities shall vest in the Township after written notice is provided to the Permittee at the address provided for in the Franchise Agreement.

11.0 Other Items:

11.1 Duties. Permittees shall faithfully perform all duties required by this Ordinance.

11.2 Different Terms. The Act allows local units of government and Video Service Providers to enter into voluntary franchise agreements that include terms and conditions which are different from those required under the Act or which are different from those in the standardized, uniform form of franchise agreement established by the MPSC. Current or prospective Permittees who desire terms different from those in this ordinance, as applied to them, should request such a voluntary franchise agreement or a mutually agreed upon Metro Act Permit from the Township.

11.3 Interpretation and Severability. The provisions of this ordinance shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this ordinance be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this ordinance. If any provision in this ordinance is found to be partially overbroad, unenforceable, or invalid, Permittee and the Township may nevertheless enforce such provision to the extent permitted under applicable law.

11.4 Violations. A violation of this ordinance shall be a misdemeanor. Nothing in this Section shall be construed to limit the remedies available to the Township in the event of a violation by a Permittee of this ordinance.

12.0 Repealer: All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed.

13.0 Effective Date:

This ordinance shall take effect thirty (30) days after publication in a newspaper of general circulation within the Township, as set forth in MCL 41.184.

Upon roll call, the following voted:
Yes: _____
No: _____
Absent: _____

ORDINANCE DECLARED ADOPTED.

_____
Ron Popp, Supervisor
Whitewater Township

CERTIFICATION

I hereby certify that:

1. The above is a true copy of an Ordinance adopted by the Whitewater Township Board at a duly scheduled and noticed meeting of that Township Board held on October 10, 2017, pursuant to the required statutory procedures.

2. A summary of the above Ordinance was duly published in the Traverse City Record-Eagle, a newspaper that circulates within Whitewater Township, on _____, 2017.

3. Within 1 week after such publication, I recorded the above Ordinance in a book of Ordinances kept by me for that purpose, including the date of passage of the Ordinance, the names of the members of the township board voting, and how each member voted.

ATTESTED:

_____
Cheryl A. Goss, Clerk
Whitewater Township

Effective 2/11/2008

VIDEO SERVICE PROVIDER
RIGHT-OF-WAY MANAGEMENT ORDINANCE

ORDINANCE NO. 41

AN ORDINANCE OF THE TOWNSHIP OF WHITEWATER, MICHIGAN, TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE AND EXERCISE REASONABLE CONTROL OVER THE PUBLIC RIGHT-OF-WAY BY REGULATING THE USE AND OCCUPATION OF SUCH RIGHT-OF-WAY BY VIDEO SERVICE PROVIDERS WHO HAVE A STANDARDIZED, UNIFORM VIDEO FRANCHISE BUT WHO LACK A METRO ACT PERMIT

THE TOWNSHIP OF WHITEWATER ORDAINS:

1.0 Purpose:

1.1 Under the Uniform Video Services Local Franchise Act, Video Service Providers may obtain a franchise to provide Video Services in Municipality using a standardized, uniform form of franchise agreement established by the MPSC. This form includes the right to use the Public Right-of-Way to provide such service but does not contain right-of-way management and related provisions.

1.2 Telecommunications providers who obtain such a standardized, uniform form of franchise agreement generally will have previously obtained from Municipality a permit under the Metro Act to construct and maintain their telecommunications facilities in the Public Right-of-Way. Such Metro Act Permits set forth the terms and conditions for such right-of-way usage, standard forms of such permits were agreed to in a collaborative process between municipalities and providers that was initiated by the MPSC, and such standard forms have since been approved by the legislature and the MPSC.

1.3 Because telecommunications providers typically provide Video Services over combined video and telecommunications facilities, such Metro Act Permits generally provide adequate Public Right-of-Way related protections for Municipality and the public when such providers are providing Video Services.

1.4 Other Video Service Providers, in particular new providers or existing cable companies, may not have a Metro Act Permit issued by Municipality.

1.5 The Uniform Video Services Local Franchise Act and the standardized, uniform franchise agreement require Video Service Providers to comply with all valid and enforceable local regulations regarding the use and occupation of the Public Right-of-Way in the delivery of Video Services, including the police powers of the franchising entity, and makes such right-of-way usage subject to the laws of the State of Michigan and the police powers of the franchising entity.

1.6 The Uniform Video Services Local Franchise Act and the standardized, uniform franchise agreement state that franchising entities shall provide Video Service Providers with open, comparable, nondiscriminatory and competitively neutral access to the Public Right-of-Way, and may not discriminate against a Video Service Provider for the authorization or placement of a Video Service or communications network in the Public Right-of-Way.

1.7 The Michigan Constitution reserves reasonable control of their highways, streets, alleys and public places to local units of government.

1.8 The purpose of this ordinance is to promote and protect the public health, safety and welfare and exercise reasonable control over the Public Right-of-Way by regulating the use and occupation of such rights-of-way by Video Service Providers who have a standardized, uniform franchise but who lack a Metro Act Permit from Municipality. This ordinance does so by setting forth terms and conditions for such usage and occupation from the forms of Metro Act permit approved by the MPSC and approved by the legislature in Section 6(1) of the Metro Act, thus providing open, comparable, nondiscriminatory, and competitively neutral access to the Public Right-of-Way and not discriminating against a Video Service Provider for the authorization or placement of a Video Service or communications network in Public Right-of-Way.

2.0 Consistent Interpretation: This ordinance shall be interpreted and applied so as to be consistent with the Metro Act and corresponding provisions of the forms of Metro Act permit approved by the MPSC, including applicable MPSC, Metro Authority and court decisions and determinations relating to same.

3.0 Definitions: The following definitions apply to this ordinance, including Sections 1 and 2 above.

3.1 Act means the Uniform Video Services Local Franchise Act, being Act 480 of the Public Acts of 2007, MCL 484.3301 and following, as amended from time to time.

3.2 Claims shall have the meaning set forth in Section 7.1.

3.3 Facilities means the lines, equipment and other facilities of a Permittee which use or occupy the Public Right-of-Way in the delivery of Video Services in Municipality.

3.4 Franchise Agreement means the franchise agreement entered into or possessed by a Video Service Provider with Municipality as required by Section 3(1) of the Act, if it is the standardized, uniform form of franchise agreement established by the MPSC.

3.5 Manager means Municipality's Supervisor or his or her designee.

3.6 Metro Act means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, being Act No. 48 of the Public Acts of 2002, MCL 484.3101 and following.

3.7 Metro Act Permit means a permit to use the Public Right-of-Way issued by Municipality under its ordinance implementing the Metro Act after a provider's application for same to Municipality as set forth in such ordinance.

3.8 Metro Authority shall have the same meaning as "Authority" in the Metro Act.

3.9 MPSC means the Michigan Public Service Commission, and shall have the same meaning as the term "Commission" in the Act and the Metro Act.

3.10 Municipality means the Township of Whitewater.

3.11 Permittee means a Video Service Provider with a currently valid Franchise Agreement but without a currently valid Metro Act Permit.

3.11.1 Upon applying to Municipality for and then obtaining a Metro Act Permit from Municipality, a Video Service Provider is not a Permittee and is no longer required to comply with this ordinance. A Video Service Provider is also not a Permittee and is not required to comply with this ordinance if it and Municipality enter into a voluntary franchise agreement as described in Section 11.2.

3.12 Person means an individual, corporation, association, partnership, governmental entity, or any other legal entity.

3.13 Public Right-of-Way shall have the same meaning as in the Act.

3.14 Street Construction and Street Resurfacing shall have the meanings set forth in Section 6.9.

3.15 Video Service shall have the same meaning as in the Act.

3.16 Video Service Provider shall have the same meaning as in the Act.

4.0 Applicability to Permittees:

4.1 Compliance, Insurance Exception. All Permittees shall comply with this ordinance, except that a Permittee need not comply with the insurance provisions of Sections 8.1 through 8.6 below if it is maintaining the insurance required by Section II.J of its Franchise Agreement (pertaining to incumbent video providers continuing certain insurance provided under their preceding franchise).

5.0 Contacts, Maps and Plans:

5.1 Permittee Contacts. Permittee shall provide the Manager with the names, addresses and the like for engineering and construction related information for Permittee and its Facilities as follows:

5.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality).

5.1.2 If Permittee's engineering drawings, as-built plans and related records for the Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them.

5.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Facilities.

5.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Facilities.

5.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be

reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

5.1.6 Permittee shall notify Municipality in writing pursuant to the notice provisions of the Franchise Agreement of any changes in the preceding information.

5.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in Municipality, Permittee shall submit route maps showing the location of the Facilities to Municipality, in the same manner and subject to the same provisions as apply to telecommunications providers under Section 6(7) and 6(8) of the Metro Act, MCL 484.3106(7) and (8).

5.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Facilities.

6.0 Use of Public Right-of-Way:

6.1 [Reserved]

6.2 Overlashing. Permittee shall not allow the wires or any other facilities of a third party to be overlashed to Permittee's Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the MPSC under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

6.3 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

6.4 No Priority. This ordinance does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined (except as otherwise provided by law) by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

6.5 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.

6.6 Marking. Permittee shall mark its Facilities installed after the effective date of this ordinance as follows: Aerial portions of the Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried cable below. Bored underground portions of the Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.

6.7 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the

integrity of the Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

6.8 Installation and Maintenance. The construction and installation of the Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or Manager's designee. Permittee shall install and maintain the Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

6.9 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

6.9.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

6.10 Compliance with Laws. Permittee shall comply with all valid and enforceable federal and state statutes and regulations; and all valid and enforceable local regulations regarding the use and occupation of the Public Right-of-Way, including the police powers of Municipality; regarding the construction, installation, and maintenance of its Facilities, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of

Permittee's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

6.11 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality and Permittee mutually agree, applying reasonable engineering standards.

6.12 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Permittee mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.

6.13 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

6.14 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 *et seq.*, and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

6.15 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.

6.16 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the

general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

7.0 Indemnification:

7.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "Claims") (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to Permittee's use of or installation of Facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.

7.2 Notice, Cooperation. Municipality shall notify Permittee promptly in writing of any such Claims and the method and means proposed by Municipality for defending or satisfying any such Claims. Municipality shall cooperate with Permittee in every reasonable way to facilitate the defense of any such Claims. Municipality shall consult with Permittee respecting the defense and satisfaction of such Claims, including the selection and direction of legal counsel.

7.3 Settlement. Municipality shall not settle any Claim subject to indemnification under the preceding two sections without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any Claim against Municipality for which Permittee is responsible hereunder.

8.0 Insurance:

8.1 Coverage Required. Prior to beginning any construction in or installation of Permittee's Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the term of the Franchise Agreement. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its

financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

8.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars ($5,000,000).

8.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars ($500,000) and providing coverage for claims discovered within three (3) years after the term of the policy. Pursuant to the 2006 MPSC decision in Case U-14720, Permittee need not comply with the preceding sentence until such time after the effective date of this ordinance that it decides to place any new or existing Facilities underground within the Public Right-of-Way in Municipality.

8.1.3 Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

8.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

8.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the term of the Franchise Agreement, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

8.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide

Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

8.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

8.4 Deductibles. If the insurance policies required by this ordinance are written with retainages or deductibles in excess of $50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

8.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 8. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).

8.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

9.0 Performance Bond or Letter of Credit:

9.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit), in the amount provided in Section 15(3) of the Metro Act, as amended, MCL § 484.3115(3).

10.0 Removal:

10.1 Removal; Underground. As soon as practicable after the term of the Franchise Agreement expires, Permittee or its successors and assigns shall remove any underground cable or other portions of Permittee's Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of Section 10.1, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the expiration of the term of a Franchise Agreement, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Facilities, including but not limited to poles, pedestal-mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the expiration of the term of the Franchise Agreement. Portions of Permittee's Facilities in the Public Right-of-Way that are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee at the address provided for in the Franchise Agreement, title to the portions described in such notice shall vest in Municipality.

11.0 Other Items:

11.1 Duties. Permittees shall faithfully perform all duties required by this ordinance.

11.2 Different Terms. The Act allows local units of government and Video Service Providers to enter into voluntary franchise agreements that include terms and conditions which are different from those required under the Act or which are different from those in the standardized, uniform form of franchise agreement established by the MPSC. The Metro Act allows municipalities and providers to mutually agree to Metro Act Permit terms differing from those in the standard forms of Metro Act permit approved by the MPSC. Current or prospective Permittees who desire terms different from those in this ordinance, as applied to them,

should request such a voluntary franchise agreement or a mutually agreed to Metro Act Permit from Municipality.

11.3 Interpretation and Severability. The provisions of this ordinance shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this ordinance be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this ordinance. If any provision in this ordinance is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

11.4 Violations. A violation of this ordinance shall be a misdemeanor. Nothing in this Section shall be construed to limit the remedies available to Municipality in the event of a violation by a Permittee of this ordinance.

11.5 [Reserved]

12.0 Repealer: All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed.

13.0 Effective Date:

This ordinance shall take effect thirty (30) days after publication in a newspaper of general circulation within the Township, as set forth in MCL 41.184.

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Whitewater Township Supervisor's Report

September 2017

1) Investigate citizen observations:

   A. None

2) Office duties:

   A. Rural Fire Board:

The Regular meeting of the Rural Fire Board was held September 20, 2017. The Rural Board received public comment questions about adding responders to the Rural Department during this time of uncertainty. There is training that begins in November for new recruits and the Chief was holding off on spending the money until a decision about the Department's future was made. The Board directed Chief Weber to continue bringing new staff on Board and training them in the proper way.

Whitewater had questions about the equipment appraisals and wondered why Station 3's Brush Truck was included in to values. Chief replied it is not, only that portion of equipment that the department has supplied, lights, radios, and the truck frame. Whitewater supplied the skid unit (pump, tank, hose and reel). Whitewater made a motion to accept the cash values of the equipment as appraised by Metropolitan Appraisal Service. Motion passed.

Chief explained there are 26 Mutual aid agreements that will need replaced by new documents. Union Township recommended Department Attorney Jim Young draft a notice of cancellation that can be mailed out to the 26 entities for future action, Paradise Township wanted to wait until a date of dissolution could be set.

Fife Lake and Union Township have made progress on their new mutual aid agreement however, no fee schedule has been attached and therefore Union cannot agree to a motion that includes dissolution. Union and Fife Lake Township's felt they would have a complete agreement before the October meeting of the Rural Board.

   B. Meetings:

1) Attended the Michigan Township Association Meeting Presented by Municipal Employees Retirement System, or MERS. The volunteer emergency responders programs are looking at offering varied "benefits" as a way of attracting and keeping volunteers entering the programs. The MERS system offers many such plans.

2) Met with additional concerned Miami Beach Sewer District Residents Re ownership of the infrastructure of the system. Questions of warranty deed information will have to be accessed. Additionally, the conditional assessment proposal has been received and is presented in this packet for conversation purposes.

3) Following up on resident information I made contact with Michigan State Police Sargent Don Bailey (retired) about medical marihuana laws. Don actually sits on the

State of Michigan Oversight Board for this topic. He does offer informational seminars if and when the Township Board sees fit.

4) Attended this month's Supervisor meeting. Main topic of discussion is the recent push from the state on short term rentals.

5) Meeting with Island Lake Association Representatives to discuss possible changes in their private road agreement and a possible special assessment district for future road repairs.

6) Special meeting September 21, 2017 with current Fire Department Responders to discuss the future structure of a new fire department.

C. Other Efforts:

1) Continuing to review NFPA standards and Public Acts pertaining to township fire department creation. I have forwarded several MTA documents and appraisals to responders at Station 3 for their input. A copy of these documents has been included in this packet under correspondence.

2) I want to offer a special thank you and draw attention to Mr. Bob Shugart for all of help and expertize during this exciting time of beginning our own Township run fire department. Bob continues to assist Mr. Tim Arbenowske and Mr. Nick Carpenter with many tasks.

3) September brings a large influx of people to the Township Hall to pay property taxes. Many folks take extra time to stop the offices that are open to say hello. It is a wonderful time.

4) Continue to generate and VHF radio inventory list with hyperlinks to display pictures of the township assets.

5) This we year we had an unusual amount of controversy of the proper way to complete the 2017 Tax Rate Request form. The instructions to complete this form have not changed since 1999 and this administration has been completing the same form since 2013 without incident. I guess 2017 was the year for questions. The good news is the form has been completed accurately and submitted on time to Grand Traverse Equalization Department.

Respectfully Submitted,

Ron Popp
Whitewater Township Supervisor.

Clerk/Parks & Recreation Administrator's Report for September/October 2017

To: Whitewater Township Board Members

From: Cheryl A. Goss, Township Clerk

Date: 10/06/2017

This report details activity in the Clerk's office since my last report dated 09/08/2017.

Meetings Attended (in addition to Township Board meetings):

1. 09/14/2017 Informal Progress Meeting at 8380 Old M-72 Construction Site
2. 09/14/2017 Halloween Party Organizational Meeting (second)
3. 09/19/2017 Meeting with Kim Mangus and Dennis Habedank re: Private Road Ordinance
4. 09/20/2017 Meeting with Mike Morin, Risk Control Representative, Michigan Township Participating Plan **(His recommendations should be added to an upcoming agenda.)**
5. 09/28/2017 Formal Progress Meeting at 8380 Old M-72 Construction Site
6. 10/03/2017 Fife Lake/Springfield Townships' Informal Meeting re: Agreement for Services with Union Township
7. 10/04/2017 Mobile Medical Response Advisory Board
8. 10/06/2017 Meeting with Dean Alger, MMR, at 8380 Old M-72 Construction Site

Elections: The old election equipment was picked up and the new election equipment was delivered in September. Representatives of the vendor and the deputy clerk and me conducted "acceptance testing" on September 27th, which was a run-through of all the functions of each new unit to be sure everything is working correctly. We will receive training on this new equipment, but this has not been scheduled yet. There is no election in Whitewater Township in November.

Whitewater Township Park: The campground closed on October 1 as scheduled, although it will be open for three nights in October coinciding with the Annual Community Halloween Party. Bookings are starting to come in for those dates. With the beautiful September weather, we had at least 50% occupancy on all of the September weekends. The last weekend was especially busy with the West Michigan Bass Tournament. There were 115 boats, so we collected some major boat launch revenue! Some of the fishermen also camped in the park for a couple nights. North Shore Dock put in a couple near-shore temporary docks to speed up the process of getting the tow vehicle drivers into their boats. There was no cost to the township for these temporary docks.

Hi Pray Park/Battle Creek Natural Area/Lossie Road Nature Trail/Petobego Natural Area: Replacement of rotted siding and equipment room doors has been completed at Hi Pray Park pavilion. The exterior of the building was repainted as well, and a few more sections of split rail fence were replaced. All of the work was completed by park rangers. Removal of the stumps from the trees that were taken out in the spring at Hi Pray Park will be completed soon.

8380 Old M-72 Renovation/Addition Project: See update elsewhere in the packet.

(continued)

Other News:

1. **Audit Report:** The Audit Report for the Year Ended March 31, 2017 has been received. Copies were placed in all elected officials' mailboxes. **The letter supplied with the audit needs signature. This should be placed on an upcoming agenda.**
2. **Circle Hill Cemetery:** Removal of overgrown bushes, dead trees, dead limbs, tree limbs overhanging the fence, and nuisance vegetation has been long overdue at this cemetery. Last month, Ben Quast and I prepared a detailed inventory of items to be removed. His company (Lawn-N-Order) provided a reasonable quote and this work has been completed. A few remnants of overgrown bushes remain and will be removed in the spring.

   Next year, I plan to get quotes for removal of larger and/or higher dead/dangerous limbs from a company with a bucket truck. These need to come down before they fall and cause damage to headstones.
3. **Williamsburg Cedar Rapids Cemetery:** The same type of maintenance is also overdue at this cemetery and will be addressed in 2018.
4. **Township Hall:** Speaking of removal of dangerous limbs, have you noticed that the large maple tree on the north side of the township hall has branches that are overhanging and lying on the roof of the building? This is a beautiful old maple tree, but some "pruning" obviously needs to be done to protect the township hall from damage. A tree service will need to be hired for this. Who would like to obtain estimates?

# # #

As of 09/25/2017

WHITEWATER TOWNSHIP
LAND USE PERMITS

DATE	PERMIT #	FORM #	Tax ID #	Zoning District	Property Address	Property Owner	Contractor Info.	Description	Permit Status	Fee Paid	Reciept #
2017											
3/1/2017	530	2017-01	28-13-800-011-00	R1 Residential	11450 French Court	Thompsin, William	Porter Builders	New Home/Garage with Detached Garage	Issued 3/1/2017	$75	20354
3/16/2017	529	2017-02	28-13-003-013-30	A1 Ag Land	5405 Broomhead	All Ways Construction	Brad Smith	Garage/ Addition	Issued 3/16/2017	$75	20355
4/13/2017	531	2017-03	28-13-430-004-00	R1 Residential	8046 Lakeside Trail	Kersaan, Richard	Mark Priest	Addition	Issued 4/13/2017	$50	20356
4/24/2017	532	2017-04	28-13-010-006-10	RC Recreation	4140 Farrell	Gallo, Kenneth	Same	Shed	Issued 5/3/2017	$50	20357
5/3/2017	533	2017-05	28-13-340-044-00	R1 Residential	8889 Hillendale	Wolf, Brian	Self		Requested Refund/ Illness	$50	20359
5/4/2017	534	2017-06	28-13-017-004-62	RC Recreation	3205 Heiges Trail	Carter, Scott	Self	New Home	Issued 5/4/2017	$75	20361
5/11/2017	535	2017-07	28-13-133-005-60	A1 Ag Land	6361 Cram Road	Galbrath, Matthew	AIS Installation	Fence	Issued 5/11/2017	$25	20362
5/11/2017	536	2017-08	28-13-127-014-47	A1 Ag Land	7424 Cook Road	Ziecina, Robert	Self	New Home	Issued 5/11/2017	$75	20363
5/16/2017	537	2017-09	28-13-830-016-00	R1 Residential	5769 Vinton Road	Dimon, Brian	Self	Garage & Deck	5/16/2017	$50	20634

WHITEWATER TOWNSHIP
LAND USE PERMITS

DATE	PERMIT #	FORM #	Tax ID #	Zoning District	Property Address	Property Owner	Contractor Info.	Description	Permit Status	Fee Paid	Reciept #
2017											
5/17/2017	538	2017-10	28-13-114-005-00	R1 Residential	9019 Skegemog Point	Lawrence, Katherine	Bluewater Homes	New Home/2 Sty--Att. Garage	Issued 5/17/2017	$75	20365
5/18/2017	539	2017-11	28-13-003-019-65	A1 Ag Land	5101 Brown Bear	Mangus, Steve & Kim	Self	Pole Barn	Issued 5/18/2017		
5/18/2017	540	2017-12	28-13-611-002-00	PUD	8675 Stream View	Walton, Jon & Stephanie	Corey Flaska	Home/Att. Garage/Deck	Issued 5/18/2017	$75	20366
5/25/2017	541	2017-13	28-13-590-002-00	R1 Residential	9875 Miami Beach	Savage, E & P	Self	Camping	Issued 5/25/2017	$10	20367
6/6/2017	542	2017-14	28-13-004-055-10	R2 Residential	5750 Williamsburg Rd	UM Church	Self	Temp. Event Social	Issued 6/6/2017		
6/6/2017	543	2017-15	28-13-109-021-03	A1 Ag Land	8705 Angell	Garza, Roberto	Self	Pole Barn	Issued 6/6/2017	$50	20368
6/6/2017	544	2017-16	28-13-002-022-05	A1 Ag Land	5343 Battle Creek	Avery, James	Mack Erickson	New Home w/Att. Garage	Issued 6/6/2017	$75	
6/6/2017	545	2017-17	28-13-630-030-02	R1 Residential	368 Island View Dr.	Dennis, Maurice	Pathways	New Home/Garage/Deck	Issued 6/6/2017	$75	20369
6/29/2017	546	2017-18	28-13-133-017-20	V Village	6123 Elk Lake Road	Montano, Fernando	Self	Fence	Issued 6/29/2017	$26	20370

WHITEWATER TOWNSHIP
LAND USE PERMITS

DATE	PERMIT #	FORM #	Tax ID #	Zoning District	Property Address	Property Owner	Contractor Info.	Description	Permit Status	Fee Paid	Reciept #
2017											
7/6/2017	547	2017-19	28-13-121-019-01	A1 Ag Land	8822 Palaestrum	Yankee, Mason	Self	Pole Barn 20' x 32'	Issued 07/6/2017	$50	20374
7/13/2017	548	2017-19	28-13-009-004-11	RC Recreation	4687 Vinton Rd	Hall, Bruce	Self	New Home w/Att. Garage	Issued 07/23/2017	$75	20375
8/3/2017	549	2017-20	28-13-017-004-00	RC Recreation	7316 Bunker Hill Rd	Anderson, Jason	Self	Storage Bldg. 30' by 50'	Issued 08/04/2017	$50	20377
8/8/2017	550	2017-21	28-13-590-003-00	R-1 Residential	9893 Miami Beach Rd	Lindner, Randall	Self	New Home w/Att. Garage	Issued 08/08/2017	$75	20378
8/9/2017	551	2017-22	28-13-880-049-00	R-1 Residential	9740 Pineneedle Ln	Lennox, Richard	Self	30' by 36' Pole Barn	Issued 08/09/2017	$50	20379
8/11/2017	552	2017-23	28-13-127-023-70	A1 Ag Land	7515 Cram	Tafelsky, Tim	Self	10 x 12 Shed	8/11/2017	N/C	
8/25/2017	553	2017-24	28-13-340-001-00	R-1 Residential	11724 Clearview Dr	Bierley, Mark	Porter Builders	New Home w/Att. Garage	8/25/2017	$75	20381
8/26/2017	554	2017-25	28-13-001-015-02	A1 Ag Land	5047 Lackey Rd	Loveland-Chouinard	Self	New Home w/Att. Garage	8/26/2017	$75	20380
8/26/2017	555	2017-26	28-13-005-013-01	A1 Ag Land	5460 Scofield Trl	Boilore, Brad	Self	New Home w/Att. Garage	8/26/2017	$75	

WHITEWATER TOWNSHIP
LAND USE PERMITS

DATE	PERMIT #	FORM #	Tax ID #	Zoning District	Property Address	Property Owner	Contractor Info.	Description	Permit Status	Fee Paid	Reciept #
2017											
9/8/2017	556	2017-27	28-13-123-003-10	R-1 Residential	8805 Skegemog Point	Wald, Derrick	Self	Fence	9/8/2017	$25	20384
9/8/2017	557	2017-28	28-13-031-001-70	RC Recreation	8931 Wheeler Pines	Olesnavaue, Jim	Poolside	Pool IG 16' x 40'	9/8/2017	$25	20385
9/8/2017	558	2017-29	28-13-135-010-07	R-1 Residential	6219 Stocking Dr	Wilson, Chad	Pathways	New Home w/Att. Garage	9/8/2017	$75	20387
9/8/2017	559	2017-30	28-13-109-021-10	A1 Ag Land	10114 Elk Lake Rd	Merchant, Steven	Self	Lean-Two	9/8/2017	N/C	
9/22/2017	560	2017-31	28-13-005-011-03	A1 Ag Land	5641 Moore Rd	Pierson, Arden	Self	Pole Barn	9/22/2017	N/C	
9/22/2017	561	2017-32	28-13-136-003-02	A1 Ag Land	11428 Lossie Rd	Dupuie, Joe	Self	New Home w/Att. Garage	9/22/2017	$75	20388
9/22/2017	562	2017-33	28-13-630-011-28	R-1 Residential	527 Shelly B Lane	Leppien, Craig	Self	Pole Barn	9/22/2017	$50	
9/25/2017	563	2017-34	28-13-124-017-00	A1 Ag Land	8298 Skegemog Point	Archaeolical Conservancy	Self	Addition 8 x 32 Ag Bldg	8/11/2017	NC	
9/25/2017	564	2017-35	28-13-003-011-11	A1 Ag Land	9365 Whitney Rd	Watson, Ryan	Self	20 x 22 attached Garage	9/25/2017	$50	

WHITEWATER TOWNSHIP
LAND USE PERMITS

DATE	PERMIT #	FORM #	Tax ID #	Zoning District	Property Address	Property Owner	Contractor Info.	Description	Permit Status	Fee Paid	Reciept #
2017											
9/25/2017	565	2017-36	28-13-005-013-23	A1 Ag Land	5323 Scofield Trl	Krzywosinski, Kris	Self	12 x 16 Wooden Shed	9/25/2017		
9/25/2017	566	2017-37	28-13-017-004-00	RC Recreation	7316 Bunker Hill Rd	Anderson, Jason	Self	Attached Garage	9/25/2017	$50	

Demand Analysis by Day of Week for Whitewater Twp

From 09/01/2017 to 09/30/2017

Time of Day	1.SUN	2.MON	3.TUE	4.WED	5.THU	6.FRI	7.SAT	Total
00:00 - 00:59	1	0	0	0	0	0	0	1
02:00 - 02:59	0	0	0	2	0	0	0	2
08:00 - 08:59	1	0	0	0	0	0	0	1
11:00 - 11:59	0	0	0	2	0	1	0	3
12:00 - 12:59	0	0	0	0	0	1	0	1
14:00 - 14:59	4	0	1	0	0	0	2	7
15:00 - 15:59	0	0	1	0	0	0	0	1
16:00 - 16:59	0	0	0	0	1	0	5	6
19:00 - 19:59	0	0	0	0	0	1	0	1
20:00 - 20:59	0	0	0	1	0	0	0	1
21:00 - 21:59	0	1	0	0	0	0	0	1
22:00 - 22:59	0	0	0	1	0	0	0	1
Total	6	1	2	6	1	3	7	26

Requests by Nature of Call in Whitewater Twp

From 09/01/2017 to 09/30/2017

	Total
Allergies (Reactions)/Envenomations (Stings, Bites)	1
Back Pain (Non-traumatic or Non Recent Trauma)	1
Breathing Problems	2
Falls	1
Heart Problems / A.I.C.D.	1
Int-Cardiac/Respiratory Arrest	1
Sick Person (Specific Diagnosis)	4
Stroke (CVA)	1
Traffic/Transportation/Accidents	14
Total	**26**

Fractile Response Time

Company IS MOBILE MEDICAL RESPONSE; AND Trip Date IS BETWEEN 09/01/2017 AND 09/30/2017; 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; ...

MOBILE MEDICAL RESPONSE

	Call Count	Cumulative Call Count	Percent of Total Calls	Cumulative Percent of Total Calls
00:00 - 01:59	8	8	33%	33%
02:00 - 02:59	4	12	17%	50%
03:00 - 03:59	1	13	4%	54%
04:00 - 04:59	2	15	8%	63%
05:00 - 05:59	1	16	4%	67%
06:00 - 06:59	3	19	13%	79%
07:00 - 07:59	1	20	4%	83%
08:00 - 08:59	3	23	13%	96%
14:00 - 14:59	1	24	4%	100%

Total Calls for MOBILE MEDICAL RESPONSE: 24

Transport Count by Month

	1/2017	2/2017	3/2017	4/2017	5/2017	6/2017	7/2017	8/2017	9/2017	Total
Village of Elk Rapids	23	12	15	21	14	11	27	22	17	162
Elk Rapids Twp	5	3	6	6	5	4	7	5	5	46
Milton Twp	14	9	9	4	4	17	13	12	16	98
Whitewater Twp	13	10	4	16	7	7	14	9	20	100
Torch Lk Twp	0	0	2	0	0	1	2	2	0	7
Kalkaska County	0	0	2	0	0	0	0	0	1	3
GT County	7	2	4	0	5	0	9	1	2	30
Total	62	36	42	47	35	40	72	51	61	**446**

Grand Traverse Rural Fire Department
Chief's Report

Theo Weber, Fire Chief & CEO

September 2017

Memorandum:

Apparatus & Equipment:

- E6 continues to have drivability issues, Spartan / Spencer feels they have no obligation or liability to repair this truck. Ultimately I believe we will need to replace the front axle assembly (Approx. $15,000.00). This work needs to be budgeted for in 2017.
- All Apparatus are in service at this time
- Pump testing is being scheduled
- E3 primer repaired
- Tanker 3 valve repaired
- E2 mirror repaired
- Mask Fit tests postponed due to software issue
- Hose, ground ladder and Aerial Ladder testing Completed

Incident Calls for August 2017

1 - Fires
6 - EMS
4 - Hazard
1 - Service Calls (all unauthorized burning)
4 - Good Intent
0 - False Alarm
---
16 Total Calls (July was 16)

Meetings Attended/Held:

- GTRFD Officers - Changed to Chief meeting directly with members at each station
- Gt County Area Chiefs – Chief did not attend due to scheduling conflict

We are Rural!

- Central Dispatch Technical Advisory Committee – Cancelled

- NWRTC –The budget was approved for 2018, Finances have stabilized due to the revenue stream from the NMC ship board firefighting. Required repairs and updating of the facility continues.

Training:

September training: Apparatus Familiarity & Driving Assessment

Notable Items:

The FEMA Safer Grant (Recruitment & Retention) No new information. We hope to hear something soon. Organizational changes may impact ability to accept grant.

GRANDTRAVERSERURA

Incident Type Report (Summary)

Alarm Date Between {08/01/2017} And {08/31/2017} and FDID = "02802"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	6.25%	$22,000	100.00%
	1	**6.25%**	**$22,000**	**100.00%**
3 Rescue & Emergency Medical Service Incident				
322 Motor vehicle accident with injuries	3	18.75%	$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	6.25%	$0	0.00%
324 Motor Vehicle Accident with no injuries	2	12.50%	$0	0.00%
	6	**37.50%**	**$0**	**0.00%**
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	6.25%	$0	0.00%
444 Power line down	2	12.50%	$0	0.00%
460 Accident, potential accident, Other	1	6.25%	$0	0.00%
	4	**25.00%**	**$0**	**0.00%**
5 Service Call				
550 Public service assistance, Other	1	6.25%	$0	0.00%
	1	**6.25%**	**$0**	**0.00%**
6 Good Intent Call				
600 Good intent call, Other	1	6.25%	$0	0.00%
611 Dispatched & cancelled en route	2	12.50%	$0	0.00%
631 Authorized controlled burning	1	6.25%	$0	0.00%
	4	**25.00%**	**$0**	**0.00%**

Total Incident Count: 16 **Total Est Loss:** $22,000

GRANDTRAVERSERURA

Incident Type Report (Summary)

Alarm Date Between {08/01/2016} And {08/31/2016} and FDID = "02802"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	2.27%	$0	0.00%
111 Building fire	6	13.63%	$70,000	82.35%
118 Trash or rubbish fire, contained	1	2.27%	$0	0.00%
141 Forest, woods or wildland fire	4	9.09%	$0	0.00%
142 Brush or brush-and-grass mixture fire	1	2.27%	$0	0.00%
162 Outside equipment fire	1	2.27%	$0	0.00%
	14	**31.81%**	**$70,000**	**82.35%**
3 Rescue & Emergency Medical Service Incident				
320 Emergency medical service, other	1	2.27%	$0	0.00%
321 EMS call, excluding vehicle accident with	1	2.27%	$0	0.00%
322 Motor vehicle accident with injuries	2	4.54%	$0	0.00%
324 Motor Vehicle Accident with no injuries	5	11.36%	$15,000	17.64%
	9	**20.45%**	**$15,000**	**17.64%**
4 Hazardous Condition (No Fire)				
410 Combustible/flammable gas/liquid condition,	1	2.27%	$0	0.00%
424 Carbon monoxide incident	3	6.81%	$0	0.00%
440 Electrical wiring/equipment problem, Other	1	2.27%	$0	0.00%
	5	**11.36%**	**$0**	**0.00%**
5 Service Call				
551 Assist police or other governmental agency	1	2.27%	$0	0.00%
	1	**2.27%**	**$0**	**0.00%**
6 Good Intent Call				
611 Dispatched & cancelled en route	8	18.18%	$0	0.00%
622 No Incident found on arrival at dispatch	2	4.54%	$0	0.00%
631 Authorized controlled burning	1	2.27%	$0	0.00%
661 EMS call, party transported by non-fire	1	2.27%	$0	0.00%
	12	**27.27%**	**$0**	**0.00%**
7 False Alarm & False Call				
742 Extinguishing system activation	1	2.27%	$0	0.00%
745 Alarm system activation, no fire -	1	2.27%	$0	0.00%

GRANDTRAVERSERURA

Incident Type Report (Summary)

Alarm Date Between {08/01/2016} And {08/31/2016} and FDID = "02802"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call				
	2	4.54%	$0	0.00%
9 Special Incident Type				
900 Special type of incident, Other	1	2.27%	$0	0.00%
	1	2.27%	$0	0.00%

Total Incident Count: 44 Total Est Loss: $85,000

GRANDTRAVERSERURA

Incidents by Township (Summary)

Alarm Date Between {08/01/2017} And {08/31/2017} and FDID = "02802"

Township		Count	Pct of Incidents	Est Losses	Pct of Losses
FFLK	FIFE LAKE TWP	4	25.00 %	$0	0.00 %
MAYF	MAYFIELD TWP	2	12.50 %	$22,000	100.00 %
PARA	PARADISE TWP	4	25.00 %	$0	0.00 %
SPRI	SPRINGFIELD TWP	1	6.25 %	$0	0.00 %
WHWT	WHITEWATER TWP	5	31.25 %	$0	0.00 %

Total Incident Count: 16 **Total Est Losses:** $22,000

GRANDTRAVERSERURA

Incidents by Township (Summary)

Alarm Date Between {08/01/2016} And {08/31/2016} and FDID = "02802"

Township		Count	Pct of Incidents	Est Losses	Pct of Losses
BLAR	BLAIR TWP	1	2.27 %	$0	0.00 %
BOAR	BOARDMAN TWP - KAL CO	3	6.81 %	$0	0.00 %
EBAY	EAST BAY TWP	1	2.27 %	$0	0.00 %
FFLK	FIFE LAKE TWP	3	6.81 %	$0	0.00 %
FLVL	FIFE LAKE VILLAGE	1	2.27 %	$0	0.00 %
GRLK	GREEN LAKE TWP	11	25.00 %	$0	0.00 %
GRNT	GRANT TWP	5	11.36 %	$15,000	17.65 %
KING	VILLAGE OF KINGSLEY	1	2.27 %	$0	0.00 %
LGLK	LONG LAKE TWP	1	2.27 %	$0	0.00 %
MAYF	MAYFIELD TWP	4	9.09 %	$0	0.00 %
PARA	PARADISE TWP	4	9.09 %	$0	0.00 %
SPRI	SPRINGFIELD TWP	7	15.90 %	$70,000	82.35 %
UNIO	UNION TWP	1	2.27 %	$0	0.00 %
WHWT	WHITEWATER TWP	1	2.27 %	$0	0.00 %

Total Incident Count: 44 **Total Est Losses:** **$85,000**

GRANDTRAVERSERURA

Monthly Incident Counts By Station

Alarm Date Between {08/01/2017} And {08/31/2017}
and FDID = "02802" and Station In
"002","003","006"

Station #	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
002	0	0	0	0	0	0	0	6	0	0	0	0	6	37.50%
003	0	0	0	0	0	0	0	5	0	0	0	0	5	31.25%
006	0	0	0	0	0	0	0	5	0	0	0	0	5	31.25%

Total Runs by Month											
Jan	0	Feb	0	Mar	0	Apr	0	May	0	Jun	0
Jul	0	Aug	16	Sep	0	Oct	0	Nov	0	Dec	0

Grand Total Runs: 16

GRANDTRAVERSERURA

Monthly Incident Counts By Station

Alarm Date Between {08/01/2016} And {08/31/2016}
and FDID = "02802" and Station In
"002","003","006"

Station #	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
002	0	0	0	0	0	0	0	9	0	0	0	0	9	37.50%
003	0	0	0	0	0	0	0	1	0	0	0	0	1	4.16%
006	0	0	0	0	0	0	0	14	0	0	0	0	14	58.33%

Total Runs by Month											
Jan	0	Feb	0	Mar	0	Apr	0	May	0	Jun	0
Jul	0	Aug	24	Sep	0	Oct	0	Nov	0	Dec	0

Grand Total Runs: 24

WHITEWATER TOWNSHIP ZONING BOARD OF APPEALS
Minutes of Regular Meeting held Thursday, July 27, 2017

Approved 9/28/2017 CB

Call to Order
Chairperson Bowen called the meeting to order at 7:00 p.m. at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan.

Pledge of Allegiance
The Pledge of Allegiance was recited by all.

Roll Call of ZBA Members
Members Present: Bowen, Halstead, Lake, Benak, Hooper
Members Absent: None
Others Present: Zoning Administrator Dennis Habedank, Gerard Engler, Tim Shaffer

Set/Adjust Agenda
The agenda was set as prepared.

Declaration of Conflict of Interest
None

Approval of Minutes of January 26, 2017
Motion by Benak to approve the regular meeting minutes for 01/26/2017; second by Halstead. On voice vote, all those present voted in favor, none opposed. Motion carried.

Scheduled Public Hearing: ZBA #17-01
Gerard Engler, 240 Island View Drive, Traverse City, MI, 49696, property id: 28-13-670-012-00, in the R-1 Residential District, is requesting a variance from Article 12 of the Whitewater Township Zoning Ordinance. Specifically, related to the house, the applicant is requesting a six foot variance of the required fifteen foot of the side yard setback. Specifically, related to garage, the applicant is requesting permission to encroach into both side yard setbacks and the front yard setback.

Open Public Hearing on ZBA #17-01: The public hearing was opened at 7:03 p.m.

Zoning Administrator Presentation
Dennis Habedank noted the following:

- He was the zoning administrator here a few years ago. He is currently the full-time ZA at Green Lake Township but is trying to help Whitewater Township with this.
- The township received Mr. Engler's request in June. He has a definite problem with his home. It is a flat roof. He is asking to extend the eaves out so the roof does not leak, a better roof, and the walls are protected.
- Normally, with variances, we are looking at a problem with the land itself. In this case, the problem is with the way the house was designed. He bought it in 2005. It has been in existence since about 1973. There are a couple areas where the ZBA could think about hardship in this case.
- Engler also applied for a variance for his garage, but Habedank stated he cannot see the board's ability to grant in that case. There is nothing structurally wrong with the garage

- that he can see. The trees have been removed. He is just going to have to keep stuff off the roof to keep it from leaking.
- If the ZBA were to grant a variance, it would have to be some type of hardship variance. If you decide to grant a variance for the roof on the home, you have to take into consideration you are giving him a 5- or 6-foot intrusion into the side yard setback. If something happens with the home in particular and it goes away, that variance is still there for the next person, who conceivably could build in the right place on the lot and not need a variance. Conditions might be in order, i.e., if the house goes away, anything else built there has to conform to the current setback conditions in the township.

It was clarified through discussion that this variance would be for this house only. If the home goes away, whoever builds again, even if it is Mr. Engler for whatever reason, any new structure has to be built in compliance with the side yard setbacks.

Bowen stated the variance for the garage has been withdrawn.

Benak noted that it was not legally noticed, so we cannot consider it.

Habedank said that he told Engler that he does not believe the garage qualifies for a variance. At this point, Engler is comfortable with that.

Bowen asked if the work would be done yet this summer.

Mr. Engler replied: In hopes, yes.

Petitioner Presentation

Mr. Gerard Engler, 240 Island View Drive, stated the following:

- The zoning administrator has covered the importance of replacing the roof on the house. It is the original roof, approaching 50 years old, has been deteriorating. It is a rubber membrane; it sprung two leaks last year. I do not want to replace it with a flat roof. I want to replace it with something that pushes the weather away from the side of the house. It is a post and beam design. The walls are not weightbearing. There is no overhang on the existing roof. Stuff comes off the roof and sticks to the side of the house and freezes to it.
- I asked for the variance on the garage because there is a set of stairs that goes down to the house. The house sits well below the garage. The stairs were not well designed. They were put in with landscaping lumbers and concrete. All the timbers are slanted now, out of position, and very slick in the wintertime. I have to shovel the stairs by hand. I would like to be able to cover the stairway all the way up. That is why I decided to throw in the garage as part of redoing the whole thing. I heat with wood, so I haul wood up and down the hill. I thought of cantilevering off the garage to have a covered walkway all the way down to my house. It is a long-term safety issue as I get older. I have to replace the stairs. When I do it, I would like to do it with a covered stairway so I am not shoveling snow all winter long and they are designed and built safely.

Discussion followed regarding the garage being in conformance, placement of a covered walkway, the fact that the garage is not being considered tonight, the goal of replacing the roof on the house.

Mr. Engler stated he lives in the house year-round.

Report on Site Visits
ZBA members shared their site visit observations and acknowledged the problem that exists with the roof.

Engler clarified that he is looking for a 5-foot variance. The overhang is 6 feet. On the site map, the architect shows that it is 10 feet off the property line.

Habedank noted that when he reviewed the plan, it appeared Engler needed a 6-foot variance to accomplish what he is intending to do. If he can do it with less than that, it is within the ZBA authority to say if you only need 5 feet, you get a 5-foot variance. You should not grant more than what he actually needs.

Correspondence: None received.

Public Comment in Favor of Appeal: None

Public Comment in Opposition to Appeal: None.

Any other Public Comment relating to the Appeal
Tim Shaffer, 5309 Moore Road, stated he can see where the walkway would be a concern and asked what kind of walkway is planned.

Engler stated it will probably be stamped concrete so it looks like stone.

Hooper clarified that all we are talking about tonight is the house; Bowen confirmed.

Close Public Hearing on ZBA #17-01: The public hearing was closed at 7:24 p.m.

Discussion of Appeal
Bowen stated that he understands the need for the overhang on the house. He is also in agreement that, if we do grant this, it stays with this structure only. If 5 feet is the minimum that he needs to be able to protect his house, then Bowen is good with granting that.

Benak stated we have the appeal in front of us because the applicant intends to put a new roof on. Once we grant the variance, we are granting a variance on the side yard setback. If the applicant decides to push the walls out and make the home bigger, are we okay with that? Because that it not what we are here for today. If we agree to this variance, is that something that needs to be spelled out as a condition, such as rescinding of the variance for the setback to the original if the home gets demolished?

Hooper stated that if he decides to push the whole house out the whole 5 foot and not have an overhang at all, then he would have to come back. We are granting a variance just to protect the siding of the house from the weather. It is going to go with the structure. If the next guy says I can go all the way out, that is where we are in a little bit of a gray area. We have to word it so that that will not take place. We have to cover that this is strictly for a roof overhang only.

Benak stated her own feelings are that, by not granting this, it would become a hardship on him because he would have to replace that siding with something that would not mold or rust, and there would be constant maintenance, as there is already.

Hooper stated he thinks what he is asking for is reasonable, but if we grant this, we have to make sure we are not opening up the door for everybody else to come in and ask for the same thing. We have to make sure he has a hardship.

Habedank stated you are absolutely right. You do not want to open the door for anybody else, granting a hardship variance. Maybe the neighbor next door wants to do a similar thing. In this case, you have plenty of evidence to show a reason why you would grant the variance on the home as opposed to granting it on the land. That is why we do not grant variances, generally speaking, to property for somebody's own personal problem. In this case, you have the water issues. That is something reasonable to consider. The intrusion of the corner of that roof is all you are approving. Some people have the feeling that when you intrude into the setback area with whatever variance you grant, that moves the property line, but it does not. Tonight, if you approve, you would be approving the intrusion of the roof only. Everything else is still where it needs to be.

Hooper inquired of Habedank, in his opinion, if we grant this with the conditions we have, we are really not opening up any doors.

Habedank replied he does not think so, because the ZBA has plenty of evidence to say this is a hardship and it needs to be fixed.

Brief discussion ensued regarding the damage which has been done by water running down the siding due to no overhangs.

Findings of Fact

Per Habedank's Proposed Finding of Fact/Variance Request, a finding of practical difficulty requires the following to be demonstrated by the applicant:

1. Granting the variance will not be contrary to the public interest and will not be contrary to the spirit and intent of the Ordinance.
2. Granting the variance shall not permit the establishment within a zoning district of any use which is not permitted by right within the district.
3. Granting the variance will not cause any significant adverse effect to property in the vicinity or in the zoning district or the Township.
4. There are practical difficulties on the site which unreasonably prevent the owner from using the property for a permitted purpose without presenting an excessive burden and the practical difficulty not resulting from any act of the applicant.
5. The variance will do substantial justice to the applicant, but the decision shall not bestow the property special development rights not enjoyed by other properties in the same district, or which might result in substantial adverse impacts on properties in the vicinity which may endanger the public health, safety or welfare.
6. The requested variance is the minimum necessary to permit reasonable use of the land.
7. The practical difficulty is not self-created.

The proposed findings were discussed and adopted.

Habedank raised the issue of a pitched roof possibly exceeding the township's building height limitations. He stated that is something he was not able to determine when he was there. Depending on the pitch, he might need to ask for a height variance. Habedank does not think what he has designed right now is going to affect the height of the building that much.

Discussion followed.

Conclusion
Mr. Engler needs a variance to be able to protect the siding on his house for years to come. The reasons for this conclusion are the site visits, through discussion of the building, and the presentation from Mr. Engler and the presentation from the zoning administrator.

Motion
Motion by Lake, second by Halstead, to approve the 5-foot variance in the side yard setback for the purposes of the northwest corner of the roof to intrude into the setback area. This variance is for the existing house only. There was no further discussion. **Roll call vote: Bowen, yes, approval of this variance as said; Benak, yes; Halstead, yes; Lake, yes; Hooper, yes. Motion carried.**

Mr. Engler will be provided with the decision in writing.

Other Matters to be Reviewed by the Zoning Board of Appeals
Correspondence Received: None

Zoning Board of Appeals Members: None

Report of Planning Commission Representative
Hooper reported that they are still working on the ordinance. They have had a couple public hearings on things they have changed. There is another one this month on the commercial district. They are going through the entire ordinance and trying to clarify things and get it to the point that they can send it off for recodification. They have had a couple extra meetings trying to get through it. They are making progress. Hooper stated they are trying to make it easier to read and to organize it in a way that almost anybody can come in and understand what they can do with their property.

Benak added that one taxpayer came in who saw the postings in the newspaper, and he obviously was around during the time when the big push was made, possibly in 1999, to change the ordinance completely. He was concerned about outside people coming in and trying to make changes. She stated she told him we are just organizing and correcting things that need to be corrected, updating the law. No big sweeping changes are happening.

Brief discussion followed.

Report of Township Board Representative
Benak stated there is not much happening at the township board meeting. The second meeting in July was cancelled due to lack of agenda items. She has never seen it so slow in the township. The renovations of the fire station are about to begin, which is very exciting. Everybody got a survey in their tax bill regarding medical marijuana. Surveys were also sent to renters and voters who do not get a tax bill. Over 200 have been returned so far. We are looking for what the

township citizens would like to do with the new law that is going to be enacted in December, which allows for five different business licensures for medical marijuana. Benak described the survey document and noted there have been a lot of comments. The possibility of holding a town hall style meeting where we invite a pro person and a con person to speak and invite the township people in to listen and ask questions has been brought up. Benak noted that the law says that if a township does not enact an ordinance, those licenses will not be issued in your township. Benak encouraged people to turn in their surveys; we are listening.

Lake expressed concern that the town hall meeting should be limited to township residents.

Benak also reported that the township is still looking for a new zoning administrator.

Report of Zoning Administrator
Habedank supplied further information regarding the new Medical Marijuana Facilities Licensing Act.

Discussion followed.

Adjournment
Motion by Hooper to adjourn; second by Bowen. On voice vote, all those present voted in favor, none opposed. Meeting adjourned at 8:14 p.m.

Respectfully submitted,

Cheryl A. Goss
Recording Secretary

WHITEWATER TOWNSHIP PLANNING COMMISSION
MINUTES FOR REGULAR MEETING
August 2, 2017

Call to Order at 7:01 p.m.
Roll Call: Dean, Hooper, Jacobson, Lawson, Mangus, Render
Absent: Link
Also in attendance: Recording Secretary MacLean + seven in audience
Set / Adjust Agenda:

Declaration of Conflict of Interest:
Public Comment: Glenn Savage: 9833 Pineneedle Lane, Williamsburg. Congratulations on the work you are doing. Regarding the public hearing: Commercial – general standards – "permitted uses" confusion.
Vaughn Harshfield, 4404 N Broomhead Rd. Williamsburg. I've been coming to meetings. I see the PC has matured. Progress is being made. Easy to ready packets. Compliments to each of the members. I see progress for our community.

Public Hearing: Regarding Amendment #71
Article VIII, Commercial District C-1: Reorganized and revision in its entirety
Article VIII, Village District V: Reorganized and revision in its entirety.
Article IX, Industrial District N: Reorganized and revision in its entirety.
a. Open Public Hearing at 7:08 p.m.
b. Attendance sign in request
c. Notice published in The Record Eagle on July 16, 2017.
d. Amendment #71, Article VIII, Commercial C-1: Updating the format, consistency in the format of each district.
Article VIII, Village, V:
Article IX, Industrial, N:
e. Presentations: None
f. Correspondence received: No written comments were received.
g. Public Comment:
Comment in opposition to the amendment: "Permitted Uses" verbiage confusion as stated by Glenn Savage.

Comment in favor of the amendment: None

h. Close Public Hearing: 7:10 p.m.
PC discussion, action and decision: Verbiage change: remove the word Permitted in 8.02

Motion by Hooper , second by Dean to send Amendment #71 regarding Article VIII, Commercial, Article VIII, Village and IX Industrial to the Board for approval as corrected, removing the word "permitted" in each district under General Standards.
Roll call vote: Dean-yes; Hooper-yes; Jacobson-yes; Lawson-yes; Link-n/a; Mangus-yes; Render-yes

Approval of Minutes:
Motion to approve July 5, 2017, Regular Meeting Minutes by Jacobson, second by Dean. All in favor. Motion carried.

Correspondence: None.
Reports:
Zoning Administrator Report,: N/A
Chair's Report, Mangus: Will put Secretary on the agenda next month.
Township Board Rep., Lawson: No updates from the Board right now.
ZBA Representative, Hooper: July 27, 2017, ZBA case regarding side yard set backs on a house on Island Lake.
Committee Reports: None.
Additional Items: None.

Old Business:
1. Private Road Ordinance, General Ordinance #32 discussion: Two options presented.
   One is almost a repeal includes state and county regulations and eliminates the engineering. If there are more than 25 lots the Township Board could review.

The other is unregulated private roads, specific minimums and a recommendation to adhere to all. Includes design standards. With optional additions, road maintenance agreements.
This a General Ordinance that the Board has to address.
Definitions of private drives and private road needs to be made clear.
We can offer them a preference.
Simplify the standards.
Minimum standards.
The cross-over of the general ordinance with the zoning ordinance is in the areas of subdivision and PUD.
With no ordinance it appears county specifications would have to be met which could be difficult.
Read through of Sample Ordinance #32.
State MCL defines the driveway as any drive that is only used by the individual owners, no through traffic available, no minimum or maximum number of homes.
Standards could be cause for township liability.
Amend to incorporate the state definitions.
Drop engineering standards.
Concensus to send the board the board both versions with a notation that the PC prefers the minimal, including the state MCL.
Motion by Lawson, second by Hooper to send the recommendations to the board as discussed. All in favor. Motion carried.

2. Article III, Definitions M - O discussion. Recommend adding the private drive and private road definitions to the definitions sections.

New Business:

1. First review Article XVII, Administration discussion: basic language clarifications.
   Motion by Render second Jacobson to set aside for the next public hearing.
2. First review Article XVIII, Zoning Board of Appeals (ZBA) discussion:
   Motion by Hooper, second by Render to send the ZBA section to ZBA Chair Bowen and to Board Rep. Benak for review. All in favor. Motion carried.
3. First review Article IXX, Request for Amendment discussion:
   Motion by Dean, second by Jacobson to set aside for the next public. All in favor. Motion carried.

   Bundle a few more for another public hearing.

Next Regular Meeting September 6, 2017: Secretary position.

Public Comment: Bill LaBelle, 8787 Wheeler Pine, who should he speak to regarding a situation on a property? The Zoning Administrator.

Commission Discussion/Comments: None
Continuing Education: None.
Adjournment: 8:54 p.m.

Respectfully Submitted
Lois MacLean,
Recording Secretary

Whitewater Township
Parks and Recreation Advisory Committee
Regular Minutes for Monday, August 14, 2017

Call to order 7:05 p.m.
Roll Call: Butler, Cosgrove, Hubbell, Leach, Melton
Absent: Decker
Also in attendance Recording Secretary MacLean, Clerk Goss
Set / Approve Agenda: Add Recreation Plan amendment/correction as New Business #3
Declaration of Conflict of Interest: None
Public Comment: None
Approval of July 10, 2017, Regular meeting minutes.
Motion by Butler second by Melton to approve the minutes as changed. All in favor. Motion carried.
Reports/Presentations/Announcements/Comments/Correspondence: Received email from Ron Popp regarding an email received from someone who visits the park and was angry about the number of trees removed. No response necessary from this committee.
Cosgrove: A huge tree has fallen at Hubner Pond that crosses the trail in the Battle Creek Natural Area (BCNA). Move all debris to the west side of the trail. Dennis will look at and may be able to cut it and move it with help.
Unfinished Business:
1. Status update of the Whitewater Township Park (WTP) playground equipment. Workbee needed? Park rangers may be available to help get it put up in September. Bearing for the merry-go-round, quotes $125 each SKF bearing or $65 each Cloyes Bearing. Josh Melton will charge $75 for install. Leach or Hubbell may be able to get them for free (need the bearing number). Melton will get the number and / or dimensions to Hubbell and Leach. Probably need two. If it has to be ordered Goss will need information to get the bearing(s) ordered if neither Hubbell nor Leach can get them. $700 to get the whole merry-go-round sand blasted and powder coated.
The rangers thought the volley ball court would be a good place to put the equipment.
The swing set is galvanized. The swing seats need to be replaced. Need two infant seats plus six. Pricing? Regular seat swings are $40 each; infant seats are $50 each with additional chain.
Concrete will need to be purchased. Make an all inclusive list of what is going to be needed for board presentation.
Go look at it on Monday, August 21, 5:30 p.m. at WTP, volleyball courts. Post as a special meeting.
Set a date for a workbee September 9, 10 a.m. at WTP to set poles for swings and monkey bars. Offer spaghetti dinner for each worker as a thank you (free).

Discussion of the new flush toilets at WTP.

2. Projects to gather info to start application processes. Benches for Hi Pray Park. Get the information to Cheryl. Fix the trail map so that it doesn't show the trail to the water and remove the red (prospective)connector to Lossie Trail as that property is NOT actually part of the BCNA.

New Business:
1. Maintenance of weeds at Hi Pray. Lawn maintenance. Pull the weeds and/or use weed kill.

2. Ron Popp forwarded an email from Kathy Squires, July 25, regarding someone who stays at Hi Pray Park. Requesting a No Overnight Parking sign at Hi Pray. Loitering? Make a law / ordinance then the police will have authority to do something about it. Are they breaking the law? Can the Board make an ordinance? Is there already a law we don't know about? Contact attorney.

3. Recreation Plan Map change. Appendix 9 and 14 in the rec plan. Correct the Rec Plan to incorporate the new maps. Clerk Goss will contact the DNR about just changing the maps out, a simple correction. If a formal amendment is necessary the Board will have to address it.

Next regular meeting September 11, 2017.
Agenda items: .

Public Comment: None
Adjournment: 9:13 p.m.
Respectfully submitted,
Lois MacLean
Recording Secretary

Whitewater Township Parks & Recreation Advisory Committee
Minutes of Special Meeting held Monday, August 21, 2017

Call to Order
Chairwoman Melton called the meeting to order at 5:40 p.m. at Whitewater Township Park, 9500 Park Road, Williamsburg, Michigan.

Roll Call of Advisory Committee Members
Members present: Melton, Leach, Decker, Hubbell
Members absent: Butler, Cosgrove
Others present: Park Rangers Dan Belanger and Brian Cobb, Cheryl Goss (Parks & Recreation Administrator and acting recording secretary)

Set/Adjust Meeting Agenda
There were no adjustments.

Declaration of Conflict of Interest
None

Public Comment
None

Assess Used Playground Equipment to Create Installation Materials List
Placement of the three pieces of used playground equipment was extensively discussed by the committee, with input from both park rangers. Three possible areas were discussed, including the flat grassy area north of the boat launch and close to Elk Lake, the beach area, and the grassy area on the hill between the boat launch parking lot and the campground. All three sites were toured.

Motion by Leach to get the equipment fixed and move it to Hi Pray Park where it will be used; second by Decker. Discussion followed, with two members of the committee favoring placement at Hi Pray Park and two members favoring placement at Whitewater Township Park. The motion was not voted on.

Goss noted that any potential liability of the older merry-go-round and monkey bars should be investigated. She will contact the township insurance agent for his advice.

Melton raised the idea of surveying campers in the park regarding placement. Goss will formulate survey questions and get Melton's input and approval.

Discussion turned to creating a materials list for installation of the equipment. In addition to sandblasting and powder coating of all pieces, the following items were determined to be needed:

For the swings: 24 bags of cement, new swings and chains, 24 galvanized bolts.

For the merry-go-round: 10-12 bags of cement, 4 anchor bolts, 2 bearings, at least 160 stainless nuts/bolts.

For the monkey bars: 12 bags of cement and miscellaneous fasteners.

Landing zone material will be needed for all three pieces, likely beach sand.

Public Comment
None

Adjournment
Motion by Leach to adjourn; second by Hubbell. Meeting adjourned at 7:27 p.m.

Respectfully submitted,

Cheryl A. Goss
Acting Recording Secretary

DRAFT

WHITEWATER TOWNSHIP PLANNING COMMISSION
MINUTES FOR REGULAR MEETING
September 6, 2017

Call to Order at 7:02 p.m.
Pledge of Allegiance
Roll Call: Dean, Hooper, Jacobson, Lawson, Mangus, Render
Absent: Link
Also in attendance: Cheryl Goss-meeting notes
Set / Adjust Agenda:

Declaration of Conflict of Interest: None
Public Comment: None
Public Hearing: None
Approval of Minutes:
Motion to approve August 2, 2017, Regular Meeting Minutes by Dean, second by Render. On voice vote, all in favor. Motion carried.

Correspondence: None.
Reports:
Zoning Administrator Report,: Mangus reported that Habedank was offered and accepted the Zoning Administrator position.
Chair's Report, Mangus: None
Township Board Rep., Lawson: Lawson and Mangus reported the following business at the township board meeting of August 22: Amendment 71 was adopted as proposed. Private Road was postponed until the September 12 meeting. Popp's intention is that he will put PC amendments on the agenda of the second meeting of the month.
ZBA Representative, Hooper: No August meeting.
Committee Reports: None.
Additional Items: None.

Old Business:

1. Election of Secretary for 2017. Mangus notes that, per the bylaws, the PC is supposed to have a chair, vice chair and secretary. The secretary has authority to sign notices and is third in line to chair meetings.
   Lawson nominated Render as Planning Commission Secretary through 2017, second by Jacobson.
   Render accepted. On voice vote, all in favor.
2. Article 3, Definitions, starting with P. Existing wording and revised wording were reviewed: Parcel, plat, plot plan, recreational units, sign, sign structure, site condominium, site condominium subdivision, site condominium subdivision plan, site plan, special uses, vehicle, yard (front yard, rear yard and side yard).

   The following definitions are proposed to be added and wording was reviewed: Footprint, land division, buffer strip, cul-de-sac, hammerhead, deed restriction, driveway, greenbelt, nuisance, planned unit development (PUD), primary or principal building, primary or principal use, private road, restrictive covenant, variance, special use permit.

   The following definitions which exist in other locations in the zoning ordinance were reviewed and are proposed to be moved to Article 3: Agricultural premises, commercial premises, institutional premises, major street, premises, recreational premises, zoning administrator, community impact statement, natural features, planned unit development (PUD) from Article 32, COPUD, underlying zoning.

   Consensus that the entirety of the Definitions section will be prepared for public hearing.

   Definition of Fence, Residential Standards discussed. It contains all the rules for fences.

   Mangus proposed the definition/standards be moved either to the end of Article 6 under Supplementary Standards or to Article 37 Supplementary Provisions.

   Discussion of what Supplementary Standards and Supplementary Provisions are.

   No land use permits are needed.
   Mangus proposed that the definition of fences be dropped. If it needs to be reinserted under Article 6 or Article

37 at a later date, it can be.

Definition of Structure needs to be addressed.

3. Article 17, Zoning Administrator Job Description. Mangus stated she did a cross reference of the board's definition and the PC's. There are not any direct conflicts.
   Discussion followed. Article 17 was already approved for public hearing.
   Motion by Jacobson to add to Article 17.12, line K, "All additional responsibility as outlined in the Whitewater Township Zoning Administrator Job Description as revised", second by Lawson. On voice vote, all in favor. Motion carried.

   Motion by Dean to schedule a public hearing for the PC's next regular meeting in October putting forth Article 3 Definitions, A-Z along with Articles 17 and 19, second by Jacobson. On voice vote, all in favor. Motion carried.
4. Article 18 – Zoning Board of Appeals (ZBA), first review. Mangus stated that she did not hear back from the ZBA. Cross referencing showed no conflicts. Mangus proposes there are no public notice issues, no reason Article 18 needs to be reviewed unless we hear back from the ZBA.

New Business:

1. Article 6 Residential – postponed.
2. Potential items to move to Article 6 – postponed.
3. Article 14 – postponed.
4. Article 7 R2-R3 – postponed.
5. Topics for October public hearing: As previously motioned and approved, Articles 3, 17 and 19.

Next Regular Meeting October 4, 2017: Will pick up where the PC left off on this agenda. Priority will be on Article 6 then Article 7. The big item is anything we think needs to be added or removed from the residential district. Concerning potential items to move to Article 6, we could move fences and other items to the back. Mangus anticipates having a rough draft of Articles 6 and 7 at the next meeting. Also, one portion of Article 6 has all of the rules for the Boardman River, which may not be the most appropriate location, possibly move to Article 14 Waterfront.

Public Comment: None
Commission Discussion/Comments: None
Continuing Education: None.
Adjournment: 9:13 p.m.

Respectfully Submitted
Lois MacLean,
Recording Secretary

Grand Traverse Sheriff Department Calls for Service Statistics

Month	Year
September	2017

Day of Week	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TOTAL
	436	450	509	443	563	439	355	3,195

Hour of Day												
	0	1	2	3	4	5	6	7	8	9	10	11
	107	64	60	31	30	39	59	101	136	148	173	178
	12	13	14	15	16	17	18	19	20	21	22	23
	183	162	180	233	245	187	162	140	156	152	150	119

Location	Citations	Traffic Crashes			Arrests			*Other	Criminal	Non-Criminal	Traffic Crashes	Total
		Fatal	PIA	PDA	OWI	MIP	Criminal					
01 Acme	5	1	3	9	1	0	3	57	29	39	13	138
02 Blair	37	0	4	15	2	0	13	215	68	113	19	415
03 East Bay	22	0	5	34	1	1	6	198	65	118	39	420
04 Fife Lake	6	1	1	5	0	0	4	55	8	8	7	78
05 Garfield	52	1	11	82	3	0	58	513	305	396	94	1,308
06 Grant	1	0	2	2	0	0	1	18	8	12	4	42
07 Green Lake	7	0	3	5	1	1	3	88	23	52	8	171
08 Long Lake	4	0	2	10	0	7	1	40	23	43	12	118
09 Mayfield	3	0	0	4	0	0	1	45	12	15	4	76
10 Peninsula	5	0	0	5	1	0	2	57	17	32	5	111
11 Paradise	7	0	3	4	0	0	4	42	19	24	7	92
12 Union	0	0	0	1	0	0	0	13	5	8	1	27
13 Whitewater	7	0	3	7	0	0	3	46	12	25	10	93
29 Fife Lake Vlg	2	0	0	0	0	0	0	13	6	8	0	27
30 Kingsley Vlg	8	0	0	1	0	0	1	41	16	25	1	83
66 Traverse City	7	0	0	0	2	0	36	0	0	0	0	0
84 Out of County	0	0	0	0	0	0	27	0	0	0	0	0
Totals	173	3	37	184	11	9	163	1,441	616	918	224	3,199

*Other Calls for Service Include: 911 Hangups; BOL; Follow-up to Complaints; Motorist Assists; Public Relations; Serving Legal papers; Traffic Stops; Warrant Attempts

Ticket stats are based on what District Court has entered as of 9/29/17.

Arrest Stats are as of 10/01/17.

Totals are not equal.

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Grand Traverse Sheriff Department Calls for Service Statistics

3rd Quarter Totals
July - September 2017

Day of Week	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TOTAL
	1,482	1,566	1,897	1,735	1,631	1,592	1,268	11,171

Hour of Day												
	0	1	2	3	4	5	6	7	8	9	10	11
	347	228	190	114	110	139	208	315	429	508	635	580
	12	13	14	15	16	17	18	19	20	21	22	23
	619	612	639	740	751	659	578	537	477	625	646	485

Location	Citations	Traffic Crashes			Arrests			*Other	Criminal	Non-Criminal	Traffic Crashes	Total
		Fatal	PIA	PDA	OWI	MIP	Criminal					
01 Acme	16	1	8	36	5	0	11	272	104	178	45	599
02 Blair	104	0	15	71	7	0	59	714	267	357	86	1,424
03 East Bay	72	0	15	101	6	1	47	655	221	360	116	1,352
04 Fife Lake	20	1	3	14	0	0	7	175	22	42	18	257
05 Garfield	195	2	46	229	13	2	196	1,836	1,055	1,420	277	4,588
06 Grant	3	0	4	6	1	0	6	70	28	47	10	155
07 Green Lake	24	0	4	33	1	1	12	344	116	206	37	703
08 Long Lake	17	0	5	25	0	7	7	213	83	170	30	496
09 Mayfield	14	0	3	15	0	0	3	123	26	33	18	200
10 Peninsula	20	0	3	11	2	0	7	189	71	128	14	402
11 Paradise	11	0	3	16	0	0	10	161	64	82	19	326
12 Union	6	0	1	7	0	0	3	43	17	17	8	85
13 Whitewater	17	0	4	18	0	0	5	138	41	70	22	271
29 Fife Lake Vlg	6	0	0	1	0	0	0	35	24	28	1	88
30 Kingsley Vlg	10	0	0	4	0	1	6	115	52	69	4	240
66 Traverse City	16	0	0	0	5	1	170	0	0	0	0	0
84 Out of County	0	0	0	0	3	0	69	0	0	0	0	0
Totals	551	4	114	587	43	13	618	5,083	2,191	3,207	705	11,186

*Other Calls for Service Include: 911 Hangups; BOL; Follow-up to Complaints; Motorist Assists; Public Relations; Serving Legal papers; Traffic Stops; Warrant Attempts

Ticket stats are based on what District Court has entered as of 9/29/17.

Arrest stats are as of 10/01/17.

Totals are not equal.

RECEIVED 10/3/17

6

GRAND TRAVERSE RURAL FIRE BOARD MEETING

Paradise Township Hall
2300 E. M-113
Kingsley, MI 49649

August 16, 2017
Regular Meeting held at 6:00 p.m.

Chairman Ron Popp Vice-Chair Doug Mansfield Treasurer Rob Lajko

Members: Fife Lake -Linda Forwerck, Paradise- Rob Lajko, Springfield- Tom Gonyer, Union- Doug Mansfield, Whitewater- Ron Popp

Any interested person or group may address the Grand Traverse Rural Fire Board on any agenda item when recognized by the presiding Chairman or upon request of any Board Member. Also, any interested person or group may address the Grand Traverse Fire Board on any matter of Fire Department concern not on the Agenda during the agenda item designated Public Comment. The comment of any member of the public or any special interest group may be limited in time. Such limitation shall not be less than five minutes unless otherwise explained by the presiding Chairman, subject to appeal by the Grand Traverse Rural Fire Board.

I. Roll Call

Paradise (present), Springfield (present), Union (present), Whitewater (present) and Fife Lake (present).

II. Approval of Agenda

Fife Lake motioned to change item h). under unfinished business to item a). Review Legal Counsel Opinion; Township Authority signed over to Rural, Detail Steps for Dissolution. Motion supported by Union to move item h). to item a). under unfinished business. Motion carried unanimously. Motion by Union, supported by Fife Lake to approve the amended agenda as it stands. Motion carried unanimously.

III. Conflict of Interest

No conflicts of interest were reported by members.

IV. Consent Calendar

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

a. Minutes - The Board approves the minutes of Grand Traverse Rural Fire Board of July19, 2017
b. Payroll – The Board approves Payroll #14 in the amount of $8,869.07 and Payroll #15 in the amount of $5661.47. .
c. Accounts Payable – The Board approves Pre-Authorized Vendor's Payable, for August 4, 2017 in the amount of $750.97 and Vendor's Payable for August 16, 2017 in the amount of $8,818.43.
d. Reports and Communications – The Board directs the staff to receive, file and respond to communications as necessary. (Financial, Chief's, RTC, Attorney).

Motion by Union, supported by Paradise to approve the consent calendar for August 16, 2017 as presented. Roll Call Vote: Fife Lake (aye) Paradise (aye), Springfield (aye), Union (aye), Whitewater (aye). Motion carried unanimously.

V. Public Comment

None at this time.

VI. Unfinished Business

a). Legal Counsel Opinion, Detailed Steps for Dissolution

Fife Lake asked for a recap of the discussion which occurred during the July meeting under this topic. Paradise commented the members discussed and decided to hold-off asking legal counsel to attend a meeting until a qualified appraisal was completed and an audited third party review of township financial ownership. With both of the items included in this packet, barring the appraisal needing a thorough review by the Chief for accuracy – he feels those tasks have been met. Union added he attended a recent Springfield/Fife Lake meeting and has received a three year commitment for mutual aid, but no pricing has been affixed to the agreement. Union will have counsel for the township review before moving forward. Whitewater added a meeting with staff was held to determine what is available for their township

b). CPSM Recommendation

Motion by Union, supported by Fife Lake to postpone discussion on this item until the September 20, 2017 meeting. **Motion carried unanimously.**

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c). Fire Station Leases

This item shall be removed from the agenda pending any new developments regarding status of Rural.

d). Deputy Chief Hiring Process

This item shall be permanently removed from the agenda.

Motion by Union supported by Fife Lake to postpone discussion on the remaining Unfinished Business items e). – h). below to the September 20, 2017 meeting. Motion carried unanimously.

e). Resolution for Annual Meeting

f). Resolution for Name Change

g). Station 6; discussion of relevant facts

h). Review GTRFD Administration Policies

VII. New Business

a). Proposal to table Unfinished Business Items b). - g). (see above)

b). Motion by Union, supported by Fife Lake to approve Budget Amendment #3-2017 in the amount of $12,500 as detailed below:

.

Increase Expenditures:		
801.000 Legal Expenses	$7,500	
910.000 Insurances	$5,000	$12,500
Decrease:		
990.000 Contingency		$12,500
Net Change:		**$ -0-**

Roll Call Vote: Fife Lake (aye), Paradise (aye), Springfield (aye), Union (aye), Whitewater (aye). Motion carried unanimously.

c). Administrative Assistant Resignation

Chief Weber was asked to enter into agreement with Mary Jo Barck to remain with the Department on a contingent basis, working exclusively on Fridays to assist with coverage of the administrative office. Chief Weber shared with the members that Mr. Milliron has agreed to work from 9:00 a.m. until 3:00 p.m. each day for office

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coverage. As well Chief Weber told the members that Dana Boomer has agreed to provide recording and minutes for the Board.

d). Equipment and Apparatus Appraisals.

Chief Weber stated the appraisals distributed to the members this evening have not been fully reviewed by himself. He has noted several changes and overlooked equipment which will need to be changed. Whitewater asked if bunker gear was depreciated and Chief Weber stated it is and the report shows both new and training gear. Whitewater also asked about a thermal imaging camera valued at $12,000 and found on eBay for $550. Chief Weber stated the appraised value is based on the appreciated value since purchase. Paradise commented that many of the values are relative since the true value will be determined after auction.

Paradise asked if another route, similar to that when Green Lake and Long Lake withdrew, could be considered allowing stations to buy at a set-price the equipment which they currently house. Members discussed this and determined counsel may be needed to determine the extent to which assets will need to be liquidated and the process to change the current Intergovernmental Agreement.

The members discussed the length of time to establish a new department and if equipment is auctioned how long the community may go without fire coverage.

e). Third Party Financial Review

Motion by Union, supported by Paradise to accept the audited report received by Tobin & Co., declaring townships percentage of ownership and dated July 20, 2017. Roll Call Vote: Fife Lake (aye), Paradise (aye), Springfield (aye), Union (aye), Whitewater (aye). Motion carried unanimously.

Chief Weber added to this discussion that financially we are all better together. Whitewater and Paradise agreed, with Paradise commenting this is a big step not to be taken lightly.

VIII. Second Public Comment

Ken Fritz, Dell Road, Kingsley. Mr. Fritz shared with the members the difference in cash liquidation and asset liquidation. With no debts to settle the assets would not need to be sold. There is a large difference in appraised value and sale value and maybe they should consider a good neighbor discount.

Roger Gibson, 10880 Twin Pines Drive, Fife Lake. Mr. Gibson shared historical information regarding fund raisers held in the 1980's in Fife Lake to buy equipment for the department. He believes it was $180,000 in donations and the township should get that equipment back. He referenced Section 8 of the Intergovernmental Agreement, Equipment and if withdrawal any equipment obtained with township money should be returned. He believes this is

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a significant amount of equipment purchased by the township and he has a detailed list to note what was purchased and encourages the other townships to do the same.

Doug Mansfield, Rennie Lake Road, Traverse City. Up until now I have voiced positive good neighbor comments, but the comments received by Mr. Gibson have changed that. I will now encourage Union Township to legal up as this has now turned to greed. He asked Chairman Popp to determine from counsel if Section 8 of the Intergovernmental Agreement has anything to do with Dissolution Agreement

IX. Adjournment

Motion by Fife Lake, supported by Paradise to adjourn the meeting at 7:15 p.m. Motion carried unanimously.

_____

Ron Popp, Chairman

_____

Mary Jo Barck, Recording Secretary

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Charter
COMMUNICATIONS

RECEIVED 9-18-17 G

September 14, 2017

T3 P1 457 **********AUTO**ALL FOR AADC 496
Whitewater Township
5777 Vinton Rd.
P.O. Box 159
Williamsburg, MI 49690-9776

Dear Franchise Official:

This letter is to inform you of a change to our line-up taking effect on or after September 29, 2017:

- Eleven Sports Network on channels 398 and 846 (HD) on the Latino, Asian, and Filipino View will no longer be available.

Charter Communications customers in your community are already receiving information regarding this change.

If you have any questions related to this change, please do not hesitate to contact me at (906) 401-0616.

Sincerely,

Don Gladwell

Don Gladwell
Manager, State Government Affairs, Michigan
Charter Communications

September 25, 2017

Dear Neighbor,

This is to advise you that your purple loosestrife plants will be treated in July-August of 2018. PLM Lake and Land Management Corp. will contact you early next summer to notify you of the specific scheduled treatment date(s). While we would have preferred to treat the plants this fall, the many steps involved in this project simply will not allow us to do so early enough to ensure effective treatment.

We hope that this does not inconvenience you. If you have any questions or concerns, please contact *Ed DeRosha at* edderosha@gmail.com *(phone at 231-590-9207) or board member Dale Claudepierre at* ginidale70@gmail.com (*phone: 248-644-7614).*

Enjoy this beautiful fall season!

Ed DeRosha

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Ed DeRosha
ESLA Intern

P. O. Box 8 Elk Rapids, MI 49629

Charter
COMMUNICATIONS

September 29, 2017

RECEIVED 10/3/17 CG

T3 P1 474 **********AUTO**ALL FOR AADC 496
Whitewater Township
5777 Vinton Rd.
P.O. Box 159
Williamsburg, MI 49690-9776

Dear Franchise Official:

Charter Communications ("Charter") is making changes to our channel lineup for customers in Whitewater Township.

Effective on or after October 30, 2017 the Sportsman Channel on Spectrum Sports View/Tier 2 channels 217 & 768 (HD) will no longer be available.

As always, please feel free to contact me by phone at (906) 401-0616 if you have any questions on this matter.

Sincerely,

Don Gladwell

Don Gladwell
Manager, State Government Affairs, Michigan
Charter Communications

Whitewater Township Board
Minutes of Regular Meeting held September 12, 2017

Call to Order/Pledge of Allegiance
Popp called the meeting to order at 7:00 p.m. at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan, followed by the Pledge of Allegiance.

Roll Call of Board Members
Board Members present: Benak, Goss, Hubbell, Lawson, Popp
Board Members absent: None
Others present: Interim Zoning Administrator Dennis Habedank, County Commissioner Carol Crawford, and 4 others

Set/Adjust Meeting Agenda
Goss stated she has three agenda changes:

- Under the Consent Calendar, Correspondence Item No. 3, remove Grand Traverse Rural Fire Board Draft Minutes of 08/16/2017, the wrong document was placed in the packet.
- Add Authorization to Treat Invasive Species at Whitewater Township Park (added as New Business #8)
- Add Bob Mitchell & Associates invoice (added under New Business #7)

Since Wayne Monson (New Business #1) has traveled from Grand Rapids, it was agreed his matter would be moved to Unfinished Business #1.

Declaration of Conflict of Interest
None

Public Comment
None

Public Hearing
None

Reports/Presentations/Announcements/Comments
County Board of Commissioners Report
Carol Crawford gave the following report:

- She missed Whitewater's meeting last month due to an invitation to the White House for county commissioners. They learned about the Intergovernmental Affairs Department, a resource for county commissioners to ask questions, check on grants.
- The BOC hired a new administrator, Vicky Uppal, a little over a week ago. Menzel will be with the county only at her request for the rest of the year.
- They have an ad hoc committee working on Animal Control. There is a friends group who will be coming out with a campaign to bolster dog licenses.
- They also appointed an ad hoc committee to work on the Veterans Affairs Board. Due to a change in state law, the makeup of the board is different. They used to have a wartime

requirement, which is increasingly difficult to adhere to. They are looking for new members and a new director.

- They had asked for an appraisal of the governmental center and the civic center, which was premature. The BOC will have a joint meeting 9/27 with the parks board to discuss their master plan, BOC thoughts on how they want the park system to look, and to define which park properties can be sold and which cannot be sold.

There were no questions for Ms. Crawford.

County Road Commissioner Report – No one is present from the Road Commission.

Mobile Medical Response Report – No one is present from Mobile Medical Response.

Planning Commission Report
Lloyd Lawson gave the following report:

- The PC meeting was last Wednesday. They elected Eric Render as secretary.
- They reviewed a lot of the definitions, as well as reviewed several other articles. They have things ready to go to public hearing.
- Next meeting is 10/4.

Parks & Recreation Advisory Committee Report
Cheryl Goss gave the following report:

- The most recent PRAC meeting was last night, but Goss was unable to attend.

Consent Calendar

Receive and File

1. Supervisor's Report for September 2017
2. Clerk/Park & Recreation Administrator's Report for August/September 2017
3. Zoning Administrator's Report for August 2017 (none)
4. Mobile Medical Response August 2017 Activity Reports
5. Grand Traverse Rural Fire Chief's Report August 2017
6. Approved 07/10/2017 Parks & Recreation Advisory Committee Minutes
7. Approved 07/12/2017 Historical Society Minutes
8. Approved 08/02/2017 Planning Commission Minutes (document left out of packet)

Correspondence

1. Grand Traverse County Sheriff Department Statistics August 2017
2. Grand Traverse Rural Fire Board Approved Minutes of 07/19/2017
3. ~~Grand Traverse Rural Fire Board DRAFT Minutes of 08/16/2017~~ (removed)
4. GTRFD Officers' Meeting Minutes August 2017 (not available)

Minutes

1. Recommend approval of 08/08/2017 and 08/22/2017 regular meeting minutes

Bills for Approval

1. Approval of Alden State Bank vouchers # 41933 through 42053

2. Approval of First Community Bank Miami Beach vouchers # 1192 through 1233 (1198 Void)
3. Approval of First Community Bank WMDLS vouchers # (none)

Budget Amendments (none)

Revenue & Expenditure Report (none)

Motion by Hubbell to approve the Consent Calendar as amended, removing Correspondence Item No. 3; second by Popp. There was no further discussion. **Roll call vote: Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes. Motion carried.**

<u>Unfinished Business (moved from New Business)</u>
Wayne Monson – Permission to Use Township Property
Mr. Monson is present. He was in front of the board previously to ask permission to cross Whitewater Township Park property for the purpose of installing a septic system. However, he ran out of time with Popp Excavating and the park was opening up, so he had to wait till the park closes on October 1. He is once again asking permission to cross park property and has provided a hold harmless agreement. He will repair any damage caused by the excavator. He is proposing that the work would take place between 10/2 and 10/6 and thinks they will need three days.

Discussion followed.

Motion by Popp to allow Mr. Monson to cross Whitewater Township Park property for the purpose of onsite septic disposal installation between the dates of 10/2 and 10/13; second by Hubbell. There was no further discussion. **On voice vote, all those present voted in favor, none opposed. Motion carried.**

Mr. Monson will provide a copy of the insurance certificate from his excavator.

Emergency Services Building Renovation/Addition Project
Goss provided an update dated 09/08/2017 along with accompanying documentation.

There were no questions.

Review Non-Zoning Ordinance Approval Process
Goss provided her research on the requirements of updating a non-zoning ordinance. A public hearing is not required.

Discussion followed.

There was consensus that a public hearing should be held on all ordinances.

Benak asked if this will be a change in the policy book.

Popp will investigate; if there is nothing, he will draft a section and bring it back.

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Review General Ordinance 41 – Video Service Provider Right of Way
Popp stated this ordinance pertains to the Uniform Video act that Charter has with us and is renewed every 10 years. This is an update to the ordinance. Popp provided the township attorney's redline and clean copies of the revised ordinance.

Goss requested to be provided with the document in Word.

There was consensus that the amendment of Ordinance 41 will be set for public hearing at the board's October 10th meeting.

Review General Ordinance 32 – Private Roads – Planning Commission Recommendations
Planning Commission Chairperson Kim Mangus is present. The Planning Commission provided two versions for the board's consideration.

Discussion followed:

- The text is color coded. Anything in blue is new text. Anything in black is original ordinance text. Anything in red is headings, key notes, or minor details.
- The Michigan Motor Vehicle Code definitions of "private road" and "private driveway" have been inserted.
- A redline copy may be needed to show what is being taken out.
- Version 2 is optional additions, i.e., design standards which could be reinserted.
- The revised ordinance will not apply to private driveways.
- There are standards in the subdivision ordinance for private roads.
- The optional standards would only apply to subdivisions, larger developments.
- A majority of the Planning Commission preferred the version without the optional standards.
- Existing private roads would not be affected.
- The proposed revision vests responsibility for private roads with the parties subject to the road.

Popp stated he would like to see a minimum road width specified, as well as a turnaround requirement.

Kim Mangus stated the county has no say on private roads, except for the access point. Their authority ends at the road right-of-way.

The issue of maintenance agreements was discussed, with consensus being that landowners cannot be forced to enter into such an agreement or comply with one. However, it could be recommended on the land use permit form.

Popp stated he would like fire department comment or review of the PC recommendation.

Mangus noted that subdivisions require fire department review.

Goss questioned the wording "approved private roads" in Section 2.00, Intent.

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Mangus apologized, stating she apparently sent the copy prior to "approved" and "unregulated" being stricken. Anyplace that it says "approved" or "unregulated," it should be removed.

Goss suggested the current copy be cleaned up before going to public hearing. Also, in Section 6, paragraph F, determination needs to be made as to who (township board, planning commission, zoning administrator) will review any private road serving 25 or more lots.

Benak suggested it would start with the zoning administrator.

Discussion followed regarding whether private roads should be addressed as a general ordinance or in the zoning ordinance.

Lawson noted that private roads and private driveways are two separate things. The definitions are clear. Lawson stated he is opposed to regulating private driveways.

There was general consensus that the Intent paragraph should be revised to make it clear that the private road ordinance does not regulate private driveways.

One, all, or none of the listed items in Paragraph I, Design Standards, could be added to Section 6 of the proposed ordinance.

Benak suggested that if the design standards are only intended to apply to subdivisions, it should say "subdivision standards."

The document will be revised by Mangus and Goss and brought back.

Habedank stated he would like to be part of the review process as well.

It was agreed that this agenda item will be brought back at the second meeting in October (10/24), unless ready earlier.

Township Hall Exterior Cleaning
This matter was resolved at the board's 08/22/2017 meeting. The cleaning has been completed.

There was brief discussion of the treasurer window repair. Estimates have been requested but not received.

It was suggested that Goss call Mike Maten or Wimsatt.

<u>New Business</u>
Wayne Monson – Permission to Use Township Property
This agenda item was addressed earlier; see Page 2986.

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Ambulance Millage Renewal
Goss noted it has only been three years (not four) since the ambulance millage passed in 2014. It does have to go back in front of the voters in 2018. Goss suggested it be put on the primary ballot in August 2018.

Discussion followed.

Consensus was reached to place the ambulance millage on the ballot in August 2018.

The difference in new millage or renewal millage was briefly discussed. The board leaned toward a renewal millage.

Ballot language will need to be approved by early May 2018. Fahey's office will be asked to draft same next year.

Laramie and Beamish – Approval of Land Split
Interim Zoning Administrator prepared a handout detailing the request.

Habedank stated he is erring on safety. This came in as a land division request, but it is a lot line adjustment, not a division. Under Ordinance 26, the Whitewater Township Land Division Act, the township board has the authority to approve a width to depth ratio greater than 1:4. Habedank stated he would like the board to say it is okay to proceed with the lot line adjustment. It will be making two lots out of what probably were three at one time. The Beamish property moves their lot line closer on their side and they end up with about 6 acres. The Laramie property ends up with about 9 acres. He stated the ratio really is not changing to any great degree.

Motion by Popp to approve Habedank's recommendation to grant the lot line adjustment between the Beamish and Laramie parcels; second by Hubbell. There was no further discussion. **Roll call vote: Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes. Motion carried.**

Township Hall Handrail Painting Bids
Benak has obtained bids from two vendors, CRM and Wheelock's. Wheelock's bid includes repairing and replacing base plates. CRM does not do that type of work. Also, CRM will update their bid to include the back-door handrails. CRM has quoted pickup and delivery but not removal and reinstallation.

Discussion followed.

Motion by Hubbell to accept the proposal from Wheelock & Sons for sandblasting and painting of township hall handrails, including removal and installation; second by Benak. There was no further discussion. **Roll call vote: Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes; Goss, yes. Motion carried.**

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Discussion of Whitewater Township Fire Department
Benak stated she and Goss have talked concerning a discussion with the fire department personnel about upcoming events with Rural Fire and our future plans. Benak noted Popp went to one of their Monday night meetings and had a roundtable discussion with them about possible changes. Benak feels the township board should invite them in for a discussion, because this directly affects them and how their department is going to be run. She believes it would be a mistake for the board to do it on their own. She stated we need to bring them in early; their opinions and expertise counts.

Discussion followed.

Possible meeting dates were discussed. A special meeting will be set for Thursday, 9/21, at 7:00 p.m. The agenda item will be "future of Whitewater Township Fire Department."

Halloween Party - Approval of Location/Extension of Campground Dates/Special Rate
With the fire/ambulance station under construction, the Williamsburg Emergency Services Auxiliary would like to move the annual Halloween party to Whitewater Township Park. Rod Kuncaitis has submitted an application to approve the location.

Motion by Popp to approve Whitewater Township Park as the location of the 2017 Halloween Party; second by Hubbell. There was no further discussion. **On voice vote, all those present voted in favor, none opposed. Motion carried.**

Goss explained the proposed camping dates and rates.

Rod Kuncaitis provided further details regarding trunk or treating, food and game tents, parking, etc.

Discussion followed.

Motion by Hubbell to allow camping at Whitewater Township Park for the nights of 10/26 through 10/28, to coincide with the Annual Halloween Party, with the nightly rate set at $10 per night and no reservation fee; second by Lawson. There was no further discussion. **Roll call vote: Lawson, yes; Popp, yes; Benak, yes; Goss, yes; Hubbell, yes. Motion carried.**

MDOT Land Transaction
This agenda item involves the potential purchase of a 0.5-acre parcel of MDOT property located south of township property at 8380 Old M-72. A title search and environmental assessment have been recommended by the township's legal counsel.

Discussion followed, including a cost estimate for the phase 1 environmental study and the title search, as well as what line item to charge for the environmental assessment, purchase of the land, and the Mitchell & Associates invoice.

Popp will get a price on the environmental study before moving forward with it, as well as a policy commitment price.

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Discussion turned to paying the Mitchell & Associates bill.

Motion by Popp to move $1500 from Contingency to Land to cover the Bob Mitchell invoice 4751 related to surveying MDOT parcel and revising fire station parcel; second by Hubbell. There was no further discussion. **Roll call vote: Popp, yes; Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes. Motion carried.**

Authority to Treat Invasive Species at Whitewater Township Park
An intern from Elk-Skegemog Lake Association (ESLA) has identified purple loosestrife at the park. A park ranger has verified its existence near the water. ESLA is asking for authorization to treat it during September 2017 or the summer of 2018. This will be done at no expense to the township.

Motion by Hubbell to authorize the clerk to sign the permission to treat form; second by Popp. There was no further discussion. **On voice vote, all those present voted in favor, none opposed. Motion carried.**

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Tabled Items
Review Administrative Policy Section 5 (tabled 10/14/2014)
This agenda item will remain tabled.

Review Ordinance 22 Pension Plan (tabled 10/25/2016)
This agenda item will remain tabled.

Review Whitewater Township Planning & Zoning Fees (tabled 02/28/2017)
This agenda item will remain tabled.

Board Comments/Discussion
Goss requested a report from the supervisor at every second meeting of the month regarding what is going on at Rural Fire, especially since Rural Fire Board minutes are late in coming. Goss would like this report to be added permanently to the second meeting agenda under Reports/Presentations.

Popp acknowledged it is a good recommendation, especially now that there is no administrative assistant at Rural Fire.

Announcements
Special meeting on 9/12. Next regular meeting date is September 26, 2017, at 7:00 p.m.

Public Comment
Dennis Habedank thanked everyone for inviting him back. He stated he will start on 9/22.

Adjournment
Motion by Hubbell to adjourn; second by Lawson. On voice vote, all those present voted in favor, none opposed.

Meeting adjourned at 9:39 p.m.

Respectfully submitted,

Cheryl A. Goss
Whitewater Township Clerk

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Whitewater Township Board
Minutes of Special Meeting held September 21, 2017

Call to Order
Supervisor Popp called the meeting to order at 7:00 p.m. at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan.

Roll Call of Board Members
Board Members present: Benak, Goss, Lawson, Popp
Board Members absent: Hubbell
Others present: Tim Arbenowske, Nick Carpenter, Eric Arbenowske, Dave Tilley, Tim Shaffer, Vaughn Harshfield, Arnell Boyd, and Robert Shugart

Set/Adjust Meeting Agenda
There were no adjustments.

Declaration of Conflict of Interest
None

Public Comment
None

Agenda Items as Listed in Special Meeting Notice
Future of Whitewater Township Fire Department
Tim Arbenowske asked what happened last night at the Rural Fire Board meeting.

Popp replied that he asked for a dissolution once, Fife Lake asked for it once. Bottom line: Union and Paradise are not going to do anything to dissolve until mutual aid agreements are in place and a cost factor established. Union is afraid that he cannot afford his fire protection. Union asked how much Whitewater would likely charge per year. Popp told him we would take a look at the cost recovery charges that are in place. They have not been updated in three years.

Tim Arbenowske said you have to look at hazards, fires, rescues; to them, it is all the same. A response is a response.

Popp said they made a commitment to have their pricing figured out by October 1, 2017.

Tim Arbenowske asked what happens if Springfield and Fife Lake are gone, and Rural still exists for six, eight more months, a year after that.

Popp stated last night they directed staff to generate an annual budget for 2018 with those two townships involved, as well as those two townships not involved. They also voted 3 to 2 to extend Weber's contract into 2018 month by month at the current rate. Whether he accepts is the next step. Popp stated if Fife Lake and Union cannot come to some type of agreement by 10/1, we should be prepared to move into 2018.

Equipment inventory, dividing assets, choosing a dissolve date, applying for a fire department ID number and approval time up to 90 days were all discussed.

Benak stated that tonight we want to open the dialogue, start the conversation. A lot has to happen before we are Whitewater Township Fire Department. It cannot happen without the fire department members. The board's role is administrative; we do not know fire. We need your expertise at the ground level. We need you to be fully involved in this. When we have meetings, we need you to be here.

Benak asked that copies of the MTA publication *On-Call Fire Departments* be ordered for the trustees and firefighters.

Lengthy discussion then took place touching on the following topics:

- The breakup of Rural Fire appears to be inevitable, so it would behoove us to start planning out what we want to do with our own department and get things ready so that when Rural Fire decides they are dissolving, we will be ready to go; it will be a smooth and seamless transition.
- "Our guys" want to fight fire. They do not want to be dragged through political turmoil. Consensus is they would rather move forward with our own rather than continuing to trudge through what happens tomorrow, what happens the next day.
- The township board's role is financial, regulatory, liability, the business end. Firefighters take care of the operational end of it.
- Benak sees the township board's role as something different than what it was when she first came on this board. She sees the firefighters, from the very beginning of the process, being fully involved.
- There is a good foundation to build on. They already do all the reporting, all the training hours, all the run reports.
- Job descriptions have been looked at for chief, deputy chief, safety officer, maybe captain, administrative position. MTA job descriptions may be used.
- It is not clear at this point what will happen to the firefighter records at Rural Fire. Popp stated it will be an agenda item next month (October). Training records are on the state website (except for in-house). Apparatus records go with the apparatus.
- It was noted that the National Fire Protection Association (NFPA) standards are guidelines.
- An ordinance must be adopted establishing the fire department and the standards that the department needs to meet. Input for that will be sought from the membership of the department.
- It was proposed that Chief Weber be hired and paid as a consultant during the transition.
- Robert (Bob) Shugart was introduced to the board as someone who may be able to assist with the transition. He is currently with Elk Rapids Fire Department. He has 40 years as a volunteer firefighter. He originally came from Long Island, New York. He worked his way up through 22 years going from probationary fireman to lieutenant, to captain. He then became a commissioner, then became second deputy, first deputy, then chief. They ran about 1700 calls. They did fire and rescue. He then moved to New Jersey and was the business administrator, the interface from the town council to the fire department (he was a fireman at the time) for 3-1/2 years. He dealt with the town manager and the town

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council, presented capital plans and operational costs. He then joined the ambulance squad and worked his way up to chief of the ambulance squad. They ran three towns, about 2,000 calls, BLS. That is his 40 years. As chief of the ambulance squad, he was also a trustee and dealt with the town for 2-1/2 years. He is currently with Elk Rapids Fire Department. He is nationally certified in almost all areas, Fire Officer III, Fire Instructor II, Fire Inspector, Plans Inspector.

- Shugart has offered to help with bylaws, policy files, any way that they need help, without compensation. He has been doing it for 40 years; he has a lot of experience and has been in successful fire departments and they are all volunteers. He just joined Elk Rapids as a firefighter. He is going to instruct with them and help with fire officer training.
- Shugart came on the suggestion of the ER chief. He was one of two candidates for the deputy chief position for Rural Fire. Popp has interviewed him.
- The firefighters met on Monday night with Bob to find out his level of interest.
- Shugart has taken an assignment for the next six months and will be traveling between Elk Rapids and Texas. He is a senior project manager on the current job. Prior to that, he ran eight distribution centers for Toys R Us for seven years. Before that, he worked for IBM for 19 years doing IT and hardware and software sales.
- Popp's meeting with the firefighters on Monday nights was discussed. Since those are training nights, Carpenter suggested a different night be scheduled.
- Benak suggested a new group e-mail be set up so everyone can be included on the communications that are going on.
- There are currently eight members total in the Station 3 department.

Popp asked for public comment.

Arnell Boyd, 6447 Baggs Road, stated he is glad to see that this board is finally seeing the fact that they need to listen to these firefighters. He is thankful for this man here for coming forward from Elk Rapids. You are applauded for listening to that man. It sounds like he has credentials that you need. He stated, nothing against the gentleman in place now at Rural Fire, but there is some old blood there that needs to be discarded.

Tim Shaffer, 5309 Moore Road, stated he is hearing we need to talk to this gentleman and pick his brain as much as we can. He is going to guide the board and the firemen for a positive system working. As far as the Rural Fire Board, it is dragging itself out, but it is not going to be much of a future, especially after the first of the year. Let's see if we can get this man helping us. It will be a tremendous help for the board and the firemen, and you will get a lot more personnel willing to coming into the fire department because it will help with better communications between the board and the fire department.

Discussion ensued as to whether job descriptions for chief and deputy chief should be the next step. The following points were noted:

- The board has not discussed whether the fire chief is going to be full-time or part-time. The structure of the department has not been discussed by the board.
- A hierarchy or chain of command should be determined first, then lay out the job descriptions.

- The fire chief may be responsible for fire reports.
- A deputy chief would ensure succession of command.
- Popp has put a list of documents together that he thinks are important for the Michigan Firefighter Training Council approval, and they are currently reviewing that.
- It was clarified that NFPA is not a regulatory organization. It is something that is looked to for guidance but is not required.
- The *On-Call Fire Departments* publication states that the township board needs to come up with the policies and standards they want to have met.
- Carpenter stated, for the size of the current department, administrative and command staff would be a fire chief, a deputy chief, and a safety officer. Captains and lieutenants would not be needed until the numbers get bigger. A fire chief could probably do all of the administrative functions, as well as be the operational chief. If the chief was out of town, the deputy chief would be the operational guy. The deputy chief would assist with attending board meetings, help the chief with administrative tasks, training, etc.
- Regarding whether the fire chief would be full time or part time, Carpenter noted that during the day they quite often only have one firefighter, maybe two, responding. If the Rural system breaks down, they might have to call on Metro or Elk Rapids to assist. Both townships are setting up cost recovery systems that are expensive. If you want to have coverage on top of the one guy who is usually responding, it makes sense to have your fire chief also be your on-duty guy.
- The minimum number of people needed for a structure fire with no lives involved was explained (no entry 3, entry 6). For a car crash with no one seriously injured, no one entrapped, no fluids leaking or fire danger, it was stated that 2 firefighters can safely work the scene with an ambulance crew.
- Traffic control was briefly discussed.

Carpenter stated they will begin writing operational policies and sharing them with the board.

Shugart offered that he can bring policies from different departments, as well as bylaws, meet with the guys, have them set up the policies they want, plus policies that are specific to the town and certain required policies. All the policies and bylaws would be approved by the board.

Popp stated his line of questioning about the numbers had to do with budgeting. Popp stated he has Rural's policies and will distribute them.

Carpenter said he personally sees the priorities being (when we change) who is going to be in charge of the department; who is going to be speaking for the department; who is going to be his second in command. We do require a safety officer. We already have the equipment we need to fight fires.

There was discussion of various inspections.

Carpenter noted he has at least two people who want to join our department, and inquired about a hiring freeze with Rural.

Popp replied that Chief Weber self-imposed a hold because he did not want to spend money on people and a department that might not be around in six months, but the board gave him authority last night to fast track those members. Anyone enrolling in training in November would have their fees paid in advance.

Carpenter said he will start the process. They already have firefighter certifications. He said the first priority would be the job descriptions, figuring out (when we get to that point) who is going to run this thing for the township.

Goss stated we need to get the ordinance drafted up and get it on an agenda to start looking at it.

General discussion followed concerning Shugart's availability, sample job descriptions, fire reporting software such as Fire Tools, and upgrading technology.

Carpenter will create a list of things they are going to need and share them with the board. They will need their own operational channel on the radio systems. He does not believe there will be a cost for that.

Board Comments/Discussion
None

Public Comment
None

Adjournment
Motion by Lawson to adjourn; second by Popp. Meeting discussion briefly continued. Meeting adjourned at 8:23 p.m.

Respectfully submitted,

Cheryl A. Goss
Whitewater Township Clerk

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Whitewater Township Board
Minutes of Regular Meeting held September 26, 2017

Call to Order
Supervisor Popp called the meeting to order at 7:00 p.m. at the Whitewater Township Hall, 5777 Vinton Road, Williamsburg, Michigan.

Roll Call of Board Members
Board members present: Benak, Goss, Hubbell, Lawson, Popp
Board members absent: None
Others present: 4

Set/Adjust Meeting Agenda
Goss noted the RCI document on the table is the cost of the newly required fire suppression in the training room and mezzanine; this needs to be voted on. (Added to Unfinished Business #1)

Goss would also like to add the following:

- An update on the Flush Toilet Facility. (Added as New Business #4)
- A brief discussion of the park bench in the meeting room. (Added as New Business #5)
- A quote from ESET for antivirus software. (Added as New Business #6)

Declaration of Conflict of Interest
None

Public Comment
Nick Piedmonte, 10625 Dalzell Road, Traverse City, stated his team is here trying to learn about where we are at with the medical marijuana surveys. We understand you sent them out to citizens and taxpayers. We think it is a good move to solicit feedback from the community. His group is gathering information and are interested to know how Whitewater Township is viewing things that are taking place at the state level.

Benak replied that most of the surveys are in. About 380 have been returned. All data has been entered into an Excel spreadsheet. The next step is analysis of the data. When the results are ready, we will be giving it to the board and the public.

In response to a question from Benak, Piedmonte stated they run a company called Grand Traverse Vapor. They have six locations throughout Northern Michigan. They will be pursuing both provisioning center licenses and marijuana cultivation. They are interested in trying to connect with communities, particularly in Grand Traverse County, who are taking an honest assessment of these issues. They respect the pros and cons of it. They intend to make a real estate play in whatever community it happens to be.

Brief discussion followed.

Correspondence
None

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Public Hearing
None

Reports/Presentations
Grand Traverse Rural Fire Department – Supervisor Supplemental Report
Popp provided the following information:

- As a result of public comments, the Rural Fire Board directed Chief Weber to welcome anyone who wants to join, and noted that they are going to pay for the training up front. There are three people waiting in the wings.
- Popp made sure Brush 3 was listed on the appraisal. The $11,000 value is just the truck, not the skid unit that the township bought. (Discussion followed.) It will be left up to the responders whether to keep it.
- As a result of a 2004 rescue truck purchase which was eventually sold by a different rural department, there is a policy which says if a township donates a piece of equipment into the system and it gets transferred elsewhere, you cannot sell it until it comes back to this township. Fife Lake says they want their Holmatro extrication equipment back. All the stations bought this equipment about the same time. Rural Board decided that all of the stations really bought their own equipment. It is a wash.
- There are 26 mutual aid agreements that will have to be redone; did not find out how many affect our township.
- Discussed three different ways to dissolve Rural Fire. We can agree to dissolve and everybody gets all their paperwork ready to submit to the state for new fire department identification. Once everybody is at the same level, we will pick a date to dissolve. Another way is that if you are ready to go now, you can go now, but we will not actually dissolve and we are not going to transfer equipment to you until after we dissolve. The latter scenario raised questions of borrowing equipment, who pays the insurance, accidents. (Discussion followed.)
- Directed staff to create a 2018 budget, with and without Fife Lake.
- The board also voted by a 3-2 split to extend Chief Weber's contract month by month into 2018 at the current monthly rate. We have a chief and a budget that can be put into play at 12/31/2017 if we are not ready to dissolve.
- Fife Lake and Union indicated that they would have their pricing differentials discussed and hammered out by 10/1, which should then theoretically allow the vote to dissolve to happen at the 10/20 meeting.
- It was brought up that a week ago Saturday from the meeting date, out of all 3 departments we only had one fireman respond to an all-call and it was a fireman that responds to Station 3. Out of 30 people, only one responded.

Goss provided some further information, i.e., Fife Lake is having a meeting on 10/3 to hammer out a cost recovery agreement with Union Township. Also, Roger Gibson provided further information regarding the call where only one person responded; it was a report of smoke, which turned out to be some people clearing trees and burning brush.

Discussion followed.

Lawson reported that he called on the Fire Tools software and talked to the company owner. Lawson listed several local entities who use it. The full-version disk of all four modules is being

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shipped here. It was offered to us for $800 (from $1450). There is a $400 per year annual fee. There is no extra charge for support, which is available seven days a week.

Discussion followed.

Unfinished Business

Emergency Services Building Renovation/Addition Project

A written update dated 09/22/2017 was provided by Goss.

Battery-operated versus non-battery-operated locksets were discussed. Battery-operated locksets are included in the bid price. Richter has supplied a separate quote for commercial grade mechanical locksets.

Motion by Lawson to accept the new proposed locks as stated in the quote; second by Benak. There was no further discussion. **Roll call vote: Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes. Motion carried.**

Goss reported that the code office has recently decided that fire suppression is now also required in the training room and mezzanine. RCI has provided a quote from AFP.

Discussion followed.

Motion by Lawson to accept the quote for $5,151.51 for the additional fire suppression costs; second by Hubbell. There was no further discussion. **Roll call vote: Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes. Motion carried.**

Goss reported that the job is on schedule.

Update on Junk Complaint

Zoning Administrator Habedank provided an email update. There were no questions.

MDOT Land Transaction – Phase One Environmental Study

Three proposals were received, Global Environmental Engineering, Otwell Mawby, and Gosling Czubak.

Discussion followed. It was agreed that the phase one study should be done. It was noted that we would not be liable for cleaning it up if something is found. The quoted prices were discussed.

Motion by Goss to engage Otwell Mawby to perform the phase one environmental assessment of the MDOT property for $1,650; second by Benak. There was no further discussion. **Roll call vote: Hubbell, yes; Lawson, yes; Popp, yes; Benak, yes; Goss, yes. Motion carried.**

Popp will sign the authorization to proceed.

Goss requested the report be emailed to her directly from Otwell Mawby (in addition to being emailed to the supervisor).

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New Business

2017/2018 Snow Removal Bids

Popp provided a proposed bid form.

Changes discussed are as follows:

- Prices will be requested for a 3-year period.
- It will be advertised in the Traverse City Record-Eagle on Sunday 10/1 and in the Elk Rapids News next week, as well as sent to known vendors. Goss will prepare a notice for publishing.
- The deadline will be October 20, 2017, with the contract to be awarded at the 10/24 meeting.
- Additional areas to be plowed are the east drive and tennis court area near the west fence.
- The form should indicate that plowing requirements may change.

Approve Event Contract with WESA for Halloween Party

Goss provided a memo detailing the need for a contract with WESA to put on the Halloween event at Whitewater Township Park. The park can be advertised, and the township can reimburse WESA for some of their expenses.

Motion by Hubbell to approve the WESA contract; second by Lawson. There was no further discussion. **Roll call vote: Lawson, yes; Popp, yes; Benak, yes; Goss, yes; Hubbell, yes. Motion carried.**

Motion by Hubbell to reimburse Williamsburg Emergency Services Auxiliary for event-related expenses in an amount not to exceed $500, as detailed in the Event Contract, and to track those expenses through a Promotional Expenses line item in the Park Fund; second by Benak. There was no further discussion. **Roll call vote: Popp, yes; Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes. Motion carried.**

Establish Criteria for Seeking Advice from Township Attorney

Goss provided a memo urging that criteria be established for accessing the township attorney. Goss feels the only people who should be accessing the attorney are the township board and the zoning administrator. Some questions can be answered by the Michigan Townships Association attorney without cost to the township. Goss stated she thinks the board needs to agree that advice should be sought before it happens.

Popp stated he does not think any of these powers that he reached out to the township attorney (two noted totaling less than $400) are excessive. We did look at the pension plan Ordinance 22 heavily when we employed ambulance staff. It was tabled as board consensus when we subcontracted out the ambulance staff. It was not a waste of taxpayer money. We may be reviewing it again depending on how many people we have for the fire department. Popp stated what brought this about was the letter from the Disability Network which was addressed to supervisor that the clerk responded to.

Benak noted the clerk is the park administrator and it is her job to respond to complaints about the park.

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Popp stated there should have been some consultation there.

Benak stated the point is that if any of us are going to consult the attorney, it should be because the board has said we need to get legal advice. Then the board needs to see the communication going to the attorney and the response back from the attorney. Benak stated she agrees there are things we need to talk to the attorney about, but she has said in the past that she wants to see what is being sent and the response. If we are paying for it, she has a right to see it. The actual documentation should be kept with the clerk, who is the official recordkeeper.

Popp suggested the clerk submit criteria for board approval.

Benak stated Popp needs to give the clerk copies of his correspondence and the attorney responses for both items (treasurer office access, letter from Disability Network).

Popp stated the attorney provided them.

Goss replied that the attorney has not provided Popp's e-mails to the attorney on either subject.

Popp stated he will send it to the board.

Goss will bring something back to be added to the AP&P manual.

Update on Flush Toilet Facility
Goss provided a change order from Arrow Homes showing the cost of complying with the sewer and well permit issued by the Grand Traverse County Health Department. This would add $47,190 to the cost of the project, making the total cost $126,036. Goss is recommending that the project be cancelled.

Discussion followed.

There was board consensus that the flush toilet facility project will be placed on hold for now. Arrow Homes will be informed that the additional cost is beyond the township's budget and they will be asked to provide a bill for services provided thus far.

Proposed Park Benches
Goss drew the board's attention to a park bench sitting in the meeting room. The Parks & Recreation Advisory Committee would like to place some park benches at Hi Pray and one at Battle Creek Natural Area. They would like to purchase 4 or 5 of the style on display here. The price is approximately $150 each. The benches will be secured to prevent theft and stored inside during the winter.

There was consensus that six benches will be purchased.

Antivirus Software Quote
A quote was provided by Lawson for ESET antivirus software. The cost is $775 for twelve 3-year licenses. It would be installed on all of the desktop computers at the township hall and all of the board member laptop computers which are owned by the township. Additional licenses

may need to be purchased later for fire department use. The ranger station laptop will continue to use the antivirus software already installed.

Motion by Popp to purchase the 3-year licenses for the ESET antivirus software; second by Hubbell. The number of licenses was discussed; it was agreed that 10 will be purchased for now. **Roll call vote: Benak, yes; Goss, yes; Hubbell, yes; Lawson, yes; Popp, yes. Motion carried.**

Tabled Items

Review Administrative Policy Section 5 (tabled 10/14/2014)
This agenda item was not discussed.

Review Ordinance 22 Pension Plan (tabled 10/25/2016)
This agenda item was not discussed.

Review Whitewater Township Planning & Zoning Fees (tabled 02/28/2017)
This agenda item was not discussed.

Board Comments/Discussion

Benak drew the board's attention to the spreadsheet provided by Zoning Administrator Habedank listing all land use permits issued between 03/01/2017 and 09/25/2017 and commented that it is awesome.

Discussion followed.

Benak brought up BS&A software for zoning. The cost is about $7,000. It would solve any problems with new personnel and would let the assessor know of new construction going on in the township.

Goss noted that Habedank started working 4 days per week this week. He will be working Monday through Thursday.

Announcements

Next regular township board meeting is 10/10/2017 at 7:00 p.m.

Public Comment

None

Adjournment

Motion by Hubbell to adjourn; second by Lawson. Meeting adjourned at 8:54 p.m.

Respectfully submitted,

Cheryl A. Goss
Whitewater Township Clerk

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Bills for Approval
October 10, 2017

ALDEN STATE BANK	**42054 - 42140**	
ACCTS PAYABLE 9/11	42054	Grand Total $1,200.00
PAYROLL 9/15	42055 - 42073	Gross Payroll $9,356.26
ACCTS PAYABLE 9/19	42074 - 42094	Grand Total $9,359.60
PAYROLL 9/29	42095 - 42112	Gross Payroll $9,456.66
ACCTS PAYABLE 10/3	42113 - 42140	Grand Total $141,178.59

FIRST COMMUNITY BANK - MIAMI BEACH	**1234**	
ACCTS PAYABLE 9/19	1234	Grand Total $700.46

FIRST COMMUNITY BANK - WMDLS

ALDEN STATE BANK - MONEY MARKET

Check Register Report

Bills for Approval 10/10/2017

Date: 10/05/2017
Time: 3:16 pm
Page: 1

Whitewater Township

BANK: ALDEN STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
ALDEN STATE BANK Checks							
42054	09/11/2017	Printed		GREG NASH	GREG NASH	Exterior Cleaning Twp Hall	1,200.00
42074	09/19/2017	Printed		ACE	ACE HARDWARE	PARK/REC	272.11
42075	09/19/2017	Printed		AT&T-PARK	AT&T	9/01-9/30/2017	57.75
42076	09/19/2017	Printed		BOB MIT	BOB MITCHELL & ASSOC, INC	SURVEY MDOT PARCEL &	1,275.00
42077	09/19/2017	Printed		CHEMICAL	CHEMICAL CONTROL CO INC	2ND APPL. FOR WTP	69.00
42078	09/19/2017	Printed		CONSUMERS	CONSUMERS ENERGY	8/15-9/13/2017	2,027.87
42079	09/19/2017	Printed		DANIEL B	DANIEL BELANGER	INK CARTRIDGE FOR PRINTER	15.99
42080	09/19/2017	Printed		EFTPS	EFTPS	PAYROLL 9/01/2017	2,373.74
42081	09/19/2017	Printed		ERNEST	ERNEST L KEECH	ANN RICHLEY BURIAL	400.00
42082	09/19/2017	Printed		EXCEL SITE	EXCEL SITE RENTALS LLC	RENT FOR AUG 2017	1,350.00
42083	09/19/2017	Printed		FAHEY	FAHEY SCHULTZ BURZYCH RHODES	8380 OLD M72 CONSTRUCTION	265.00
42084	09/19/2017	Printed		FUELMAN	FUELMAN	PARK	114.78
42085	09/19/2017	Printed		GILL-ROY	GILL-ROY'S HARDWARE 6737	URINAL INSTALLATION PARTS	121.68
42086	09/19/2017	Printed		GT PACKJAN	GT PACKAGING & JANITORIAL	SAFETY VESTS	55.20
42087	09/19/2017	Printed		HOME CITY	HOME CITY ICE COMPANY	60 BAGS OF ICE	59.00
42088	09/19/2017	Printed		NETWORK	NETWORKS NORTHWEST	HOUSING SUMMIT 2017	40.00
42089	09/19/2017	Printed		POSTMASTEI	POSTMASTER	YEARLY RENTAL BOX 100	76.00
42090	09/19/2017	Printed		ROG'S	ROG'S GARAGE	EXPEDITION WINDOW REPAIR	311.50
42091	09/19/2017	Printed		STAPLES	STAPLES CREDIT PLAN	HP OFFICE PAPER	59.98
42092	09/19/2017	Printed		STATE TAX	STATE OF MICHIGAN - TREASURY	PAYROLL 9/01/2017	384.95
42093	09/19/2017	Printed		THE COPY	THE COPY SHOP	LAND USE PERMIT FORMS	13.00
42094	09/19/2017	Printed		TRANS WORI	TRANSWORLD NETWORK CORP	8/07-9/06/2017	17.05
42113	10/03/2017	Printed		ACE	ACE HARDWARE	HPP PRIMER	158.90
42114	10/03/2017	Printed		AD ASSESS	AD ASSESSING INC	OCT 2017	1,803.36
42115	10/03/2017	Printed		AT&T-CELL	AT&T MOBILITY	8/23-9/22/2017	45.47
42116	10/03/2017	Printed		BRICK HOUS	BRICK HOUSE INTERACTIVE	PROGRAM OCT DATES/ RATES	120.00
42117	10/03/2017	Printed		CHARTER	CHARTER COMMUNICATIONS	10/01-10/31/2017	370.81
42118	10/03/2017	Printed		CHERRYLANI	CHERRYLAND ELECTRIC COOP	M72 & SKEGEMOG PT RD	43.45
42119	10/03/2017	Printed		CONSUMERS	CONSUMERS ENERGY	8/25-9/25/2017	87.14
42120	10/03/2017	Printed		CUMMINS	CUMMINS SALES AND SERVICE	CONVERT TO PROPANE AND	522.28
42121	10/03/2017	Printed		DANIEL B	DANIEL BELANGER	SOLAR LIGHTS	121.99
42122	10/03/2017	Printed		DTE ENERGY	DTE ENERGY	08/22-09/19/2017	17.26
42123	10/03/2017	Printed		EFTPS	EFTPS	PAYROLL 9/15/2017	1,987.54
42124	10/03/2017	Printed		GMOSER	GMOSER'S SEPTIC SERVICE,INC	1720 GALLONS	236.00
42125	10/03/2017	Printed		GT RURAL	GRAND TRAVERSE RURAL FIRE DEPT	OCT 2017	8,608.16
42126	10/03/2017	Printed		GTC PLAN	GRAND TRAVESE COUNTY	CAPITAL IMPROVEMENT	30.00
42127	10/03/2017	Printed		GREAT	GREAT LAKES WATER QUALITY LAB	3RD QTR WATER TESTING	65.00
42128	10/03/2017	Printed		GT PACKJAN	GT PACKAGING & JANITORIAL	TOILET TISSUE	33.00
42129	10/03/2017	Printed		HOME CITY	HOME CITY ICE COMPANY	65 BAGS OF ICE	63.50
42130	10/03/2017	Printed		LAWN-N	LAWN-N-ORDER	CIRCLE HILL CEMETERY	2,810.00
42131	10/03/2017	Printed		CULLIGAN	MCCARDEL CULLIGAN WATER COND	BOTTLED WATER & RENTAL	27.00
42132	10/03/2017	Printed		NETWORK	NETWORKS NORTHWEST	HOUSING SUMMIT 2017	50.00
42133	10/03/2017	Printed		OVERHEAD	OVERHEAD DOOR	REPAIR OVERHEAD DOOR	211.75
42134	10/03/2017	Printed		PRESSELL	PRESSELL ENGINEERING & DESIGN	RENOVATION 8380 OLD M72	755.60
42135	10/03/2017	Printed		RAEJEAN L	RAEJEAN LOPER	9/10-9/28/2017	93.09
42136	10/03/2017	Printed		RICHTER	RCI RICHTER CONSTRUCTION, INC.	PAY APPLICATION NO 4	117,198.00
42137	10/03/2017	Printed		STATE TAX	STATE OF MICHIGAN - TREASURY	PAYROLL 9/15/2017	467.09
42138	10/03/2017	Printed		UNIFI EQ	UNIFI EQUIPMENT FINANCE, INC.	COLOR COPIER LEASE	87.42
42139	10/03/2017	Printed		VISA	VISA	PARK/TWP HALL/REC/FIRE/	1,351.03
42140	10/03/2017	Printed		WHEELOCK	WHEELOCK & SONS WELDING, INC.	SANDBLAST AND POWDER COAT	3,813.75

Total Checks: 50 **Checks Total (excluding void checks): 151,738.19**

Check Register Report

Bills for Approval 10/10/2017

Date: 10/05/2017
Time: 3:16 pm
Page: 2

Whitewater Township

BANK: ALDEN STATE BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
				Total Payments: 50		**Bank Total (excluding void checks):**	**151,738.19**

Check Register Report

Bills for Approval 10/10/2017

Whitewater Township

BANK: FIRST COMMUNITY BANK MB

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
FIRST COMMUNITY BANK MB Checks							
1234	09/19/2017	Printed		GTC TREAS	GRAND TRAVERSE CO TREASURER	DPW EXPENSES FOR AUG 2017	700.46
				Total Checks: 1		**Checks Total (excluding void checks):**	**700.46**
				Total Payments: 1		**Bank Total (excluding void checks):**	**700.46**
				Total Payments: 51		**Grand Total (excluding void checks):**	**152,438.65**

INVOICE APPROVAL LIST BY FUND REPORT

Bills for Approval 10/10/2017

Whitewater Township

Date: 10/05/2017
Time: 3:19 pm
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		HP OFFICE PAPER	42091	09/08/2017	09/19/2017	59.98
							59.98
101-101-880 Education & Training							
	NETWORKS NORTHWEST		HOUSING SUMMIT 2017	42088	09/19/2017	09/19/2017	40.00
	VISA		PARK/TWP HALL/REC/FIRE/	42139	09/27/2017	10/03/2017	57.00
							97.00
101-101-902 Printing							
	THE COPY SHOP	21339298	LAND USE PERMIT FORMS	42093	09/12/2017	09/19/2017	13.00
							13.00
101-101-940 Equipment Rental							
	UNIFI EQUIPMENT FINANCE	327691	COLOR COPIER LEASE	42138	09/20/2017	10/03/2017	87.42
							87.42
				Total Dept. Township Board:			**257.40**
Dept: 209 Assessor							
101-209-807 Assessing Services							
	AD ASSESSING INC		OCT 2017	42114	10/01/2017	10/03/2017	1,803.36
							1,803.36
					Total Dept. Assessor:		**1,803.36**
Dept: 210 Attorney							
101-210-801 Legal Services							
	FAHEY SCHULTZ BURZYCH	38571	SUPERVISOR ATTORNEY ACC	42083	09/06/2017	09/19/2017	38.00
	FAHEY SCHULTZ BURZYCH	38570	8380 OLD M72 CONSTRUCTIO	42083	09/06/2017	09/19/2017	227.00
							265.00
					Total Dept. Attorney:		**265.00**
Dept: 215 Clerk							
101-215-880 Education & Training							
	GRAND TRAVESE COUNTY		CAPITAL IMPROVEMENT	42126	10/03/2017	10/03/2017	15.00
							15.00
					Total Dept. Clerk:		**15.00**
Dept: 253 Treasurer							
101-253-727 Office Supplies & Exp							
	POSTMASTER		YEARLY RENTAL BOX 100	42089	09/19/2017	09/19/2017	76.00
							76.00
101-253-880 Education & Training							
	GRAND TRAVESE COUNTY		CAPITAL IMPROVEMENT	42126	10/03/2017	10/03/2017	15.00
	NETWORKS NORTHWEST		HOUSING SUMMIT 2017	42132	10/03/2017	10/03/2017	50.00
							65.00
					Total Dept. Treasurer:		**141.00**
Dept: 265 Township Hall & Groun							
101-265-740 Operating Expense &							
	MCCARDEL CULLIGAN WATI		BOTTLED WATER & RENTAL	42131	10/01/2017	10/03/2017	27.00
							27.00
101-265-809 Lawn Maintenance Se							
	LAWN-N-ORDER		SEPT 2017	42130	10/03/2017	10/03/2017	90.00
							90.00

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
101-265-851 Internet/Website							
	CHARTER COMMUNICATION		9/30-10/29/2017	42117	09/20/2017	10/03/2017	59.99
							59.99
101-265-922 Electricity							
	CONSUMERS ENERGY	201983771771	8/14-9/12/2017	42078	09/12/2017	09/19/2017	159.78
							159.78
101-265-923 Electric Heat							
	CONSUMERS ENERGY	201983771772	8/14-9/12/2017	42078	09/12/2017	09/19/2017	98.56
							98.56
101-265-924 Telephone							
	CHARTER COMMUNICATION		9/30-10/29/2017	42117	09/20/2017	10/03/2017	207.22
							207.22
101-265-930 Facility Repairs/Maint							
	ACE HARDWARE	102223	HPP PRIMER/PAINT,WTP APR(	42113	09/27/2017	10/03/2017	8.99
	GILL-ROY'S HARDWARE 673	1709-628211	URINAL INSTALLATION PARTS	42085	09/16/2017	09/19/2017	64.57
	GREG NASH		Exterior Cleaning Twp Hall	42054	09/11/2017	09/11/2017	1,200.00
	VISA		PARK/TWP HALL/REC/FIRE/	42139	09/27/2017	10/03/2017	291.85
	WHEELOCK & SONS WELDI	52052	SANDBLAST AND POWDER C(	42140	09/25/2017	10/03/2017	3,813.75
							5,379.16
						Total Dept. Township Hall & Grounds:	**6,021.71**
Dept: 276 Cemetery							
101-276-808 Cemetery Sexton							
	ERNEST L KEECH		ANN RICHLEY BURIAL	42081	09/07/2017	09/19/2017	400.00
							400.00
101-276-809 Lawn Maintenance S(							
	LAWN-N-ORDER		SEPT 2017	42130	10/03/2017	10/03/2017	225.00
							225.00
101-276-922 Electricity							
	CONSUMERS ENERGY	205098495254	8/14-9/12/2017	42078	09/12/2017	09/19/2017	23.55
							23.55
101-276-930 Facility Repairs/Maint							
	LAWN-N-ORDER		CIRCLE HILL CEMETERY	42130	10/03/2017	10/03/2017	950.00
							950.00
						Total Dept. Cemetery:	**1,598.55**
Dept: 901 Capital Expenditure							
101-901-971 Land							
	BOB MITCHELL & ASSOC, IN	4751	SURVEY MDOT PARCEL &	42076	08/17/2017	09/19/2017	1,275.00
							1,275.00
						Total Dept. Capital Expenditure:	**1,275.00**
						tal Fund GENERAL FUND:	**11,377.02**
Fund: 203 ROAD FUND							
Dept: 446 Road Right of Way							
203-446-921 Street Lights							
	CHERRYLAND ELECTRIC C(		M72 & COOK RD	42118	09/27/2017	10/03/2017	14.85
	CHERRYLAND ELECTRIC C(		M72 & MOORE RD	42118	09/27/2017	10/03/2017	13.75
	CHERRYLAND ELECTRIC C(		M72 & SKEGEMOG PT RD	42118	09/27/2017	10/03/2017	14.85
	CONSUMERS ENERGY	204653544755	8/01-8/31/2017	42078	08/31/2017	09/19/2017	81.28
							124.73
						Total Dept. Road Right of Way:	**124.73**

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
					Total Fund ROAD FUND:		124.73
Fund: 206 FIRE FUND							
Dept: 336 Fire Dept							
206-336-740 Operating Expense &							
	VISA		PARK/TWP HALL/REC/FIRE/	42139	09/27/2017	10/03/2017	85.50
							85.50
206-336-818 Rural Fire Dept Asses							
	GRAND TRAVERSE RURAL F	2017-006	OCT 2017	42125	10/01/2017	10/03/2017	8,608.16
							8,608.16
206-336-920 Natural Gas							
	DTE ENERGY		08/22-09/19/2017	42122	09/22/2017	10/03/2017	8.63
							8.63
206-336-922 Electricity							
	CONSUMERS ENERGY	205098495253	8/14-9/12/2017	42078	08/14/2017	09/19/2017	230.84
							230.84
206-336-924 Telephone							
	CHARTER COMMUNICATION		10/01-10/31/2017	42117	09/22/2017	10/03/2017	51.80
							51.80
206-336-930 Facility Repairs/Maint							
	OVERHEAD DOOR	41647	REPAIR OVERHEAD DOOR	42133	09/18/2017	10/03/2017	211.75
							211.75
206-336-933 Vehicle Repair & Mair							
	ROG'S GARAGE	006112	EXPEDITION WINDOW REPAIF	42090	08/30/2017	09/19/2017	311.50
							311.50
					Total Dept. Fire Dept:		9,508.18
					Total Fund FIRE FUND:		9,508.18
Fund: 208 PARK FUND							
Dept: 756 Township Park							
208-756-727 Office Supplies & Exp							
	DANIEL BELANGER		INK CARTRIDGE FOR PRINTEI	42079	09/16/2017	09/19/2017	15.99
							15.99
208-756-739 Fuel & Oil							
	FUELMAN	M2N2D-LX34D	PARK	42084	09/14/2017	09/19/2017	37.78
							37.78
208-756-740 Operating Expense &							
	ACE HARDWARE	101890	PARK/REC	42074	09/07/2017	09/19/2017	19.47
	ACE HARDWARE	102223	HPP PRIMER/PAINT,WTP APR(	42113	09/27/2017	10/03/2017	8.37
	GT PACKAGING & JANITORI/	0221936-IN	SAFETY VESTS	42086	09/12/2017	09/19/2017	55.20
	GT PACKAGING & JANITORI/	0222524-IN	TOILET TISSUE	42128	09/26/2017	10/03/2017	33.00
	VISA		PARK/TWP HALL/REC/FIRE/	42139	09/27/2017	10/03/2017	213.99
							330.03
208-756-741 Ice							
	HOME CITY ICE COMPANY	4326171101	60 BAGS OF ICE	42087	09/02/2017	09/19/2017	59.00
	HOME CITY ICE COMPANY	3954172033	65 BAGS OF ICE	42129	09/22/2017	10/03/2017	63.50
							122.50
208-756-743 Wood							
	LAWN-N-ORDER		WOOD SPLITTING-SEPT.	42130	10/03/2017	10/03/2017	325.00
							325.00

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
208-756-748 Sales Tax							
	STATE OF MICHIGAN - TREA	SMIBUS001433375	AUGUST SALES TAX	42137	09/20/2017	10/03/2017	155.55
							155.55
208-756-809 Lawn Maintenance Se							
	LAWN-N-ORDER		SEPT 2017	42130	10/03/2017	10/03/2017	550.00
							550.00
208-756-851 Internet/Website							
	BRICK HOUSE INTERACTIVE	091917WWT	PROGRAM OCT DATES/ RATES	42116	09/19/2017	10/03/2017	120.00
							120.00
208-756-854 Late Fees							
	FUELMAN	M2N2D-LX34D	PARK	42084	09/14/2017	09/19/2017	77.00
							77.00
208-756-860 Mileage Reimbursem							
	RAEJEAN LOPER		MILEAGE 7/10-9/07/17	42135	10/01/2017	10/03/2017	54.57
	RAEJEAN LOPER		9/10-9/28/2017	42135	10/01/2017	10/03/2017	38.52
							93.09
208-756-922 Electricity							
	CONSUMERS ENERGY	205009534116	8/15-9/13/2017	42078	08/15/2017	09/19/2017	1,010.21
	CONSUMERS ENERGY	205009534115	8/15-9/13/2017	42078	09/13/2017	09/19/2017	161.65
							1,171.86
208-756-924 Telephone							
	AT&T	231267509109	9/01-9/30/2017	42075	09/01/2017	09/19/2017	57.75
	TRANSWORLD NETWORK C	14150571-0270	8/07-9/06/2017	42094	09/07/2017	09/19/2017	17.05
							74.80
208-756-925 Cellular Phone							
	AT&T MOBILITY		8/23-9/22/2017	42115	09/22/2017	10/03/2017	45.47
							45.47
208-756-930 Facility Repairs/Maint							
	CHEMICAL CONTROL CO IN		2ND APPL. FOR WTP	42077	09/11/2017	09/19/2017	69.00
	DANIEL BELANGER		SOLAR LIGHTS	42121	09/24/2017	10/03/2017	121.99
	GILL-ROY'S HARDWARE 673	1708-930722	PARTS FOR CHAIN SAW	42085	08/21/2017	09/19/2017	5.57
	GILL-ROY'S HARDWARE 673	1708-938022	MEN'S ADA TOILET REPAIR	42085	08/23/2017	09/19/2017	22.56
	GILL-ROY'S HARDWARE 673	1709-628116	FLASHER NOT FOR PARK	42085	09/16/2017	09/19/2017	-2.59
	GILL-ROY'S HARDWARE 673	1709-619632	PARK/REC	42085	09/13/2017	09/19/2017	7.99
	GILL-ROY'S HARDWARE 673	1708-885506	ITEMS FOR FLAG POLE LIGHT	42085	08/10/2017	09/19/2017	-27.16
	GILL-ROY'S HARDWARE 673	1708-902067	PARTS FOR GUTTER ON	42085	08/14/2017	09/19/2017	20.75
	GREAT LAKES WATER QUAL	1635	3RD QTR WATER TESTING	42127	09/23/2017	10/03/2017	44.00
	VISA		PARK/TWP HALL/REC/FIRE/	42139	09/27/2017	10/03/2017	330.71
							592.82
					Total Dept. Township Park:		**3,711.89**
					Total Fund PARK FUND:		**3,711.89**
Fund: 209 RECREATION FUND							
Dept: 757 Recreation							
209-757-740 Operating Expense &							
	ACE HARDWARE	101890	PARK/REC	42074	09/07/2017	09/19/2017	252.64
							252.64
209-757-809 Lawn Maintenance Se							
	LAWN-N-ORDER		SEPT 2017	42130	10/03/2017	10/03/2017	670.00
							670.00
209-757-922 Electricity							

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	CONSUMERS ENERGY	201983771770	8/14-9/12/2017	42078	09/12/2017	09/19/2017	31.16
	CONSUMERS ENERGY	203941632201	8/25-9/25/2017	42119	09/25/2017	10/03/2017	87.14
							118.30
209-757-930	Facility Repairs/Maint						
	ACE HARDWARE	102223	HPP PRIMER/PAINT,WTP APR(	42113	09/27/2017	10/03/2017	123.55
	ACE HARDWARE	102155	HPP PRIMER	42113	09/22/2017	10/03/2017	17.99
	GILL-ROY'S HARDWARE 673	1709-619632	PARK/REC	42085	09/13/2017	09/19/2017	29.99
	GREAT LAKES WATER QUAL	1635	3RD QTR WATER TESTING	42127	09/23/2017	10/03/2017	21.00
	VISA		PARK/TWP HALL/REC/FIRE/	42139	09/27/2017	10/03/2017	371.98
							564.51
						Total Dept. Recreation:	**1,605.45**
						Fund RECREATION FUND:	**1,605.45**
Fund: 210 AMBULANCE FUND							
Dept: 651 Ambulance							
210-651-812	Septic Services						
	GMOSER'S SEPTIC SERVICE	31867	1720 GALLONS	42124	09/21/2017	10/03/2017	236.00
							236.00
210-651-920	Natural Gas						
	DTE ENERGY		08/22-09/19/2017	42122	09/22/2017	10/03/2017	8.63
							8.63
210-651-922	Electricity						
	CONSUMERS ENERGY	205098495253	8/14-9/12/2017	42078	08/14/2017	09/19/2017	230.84
							230.84
210-651-924	Telephone						
	CHARTER COMMUNICATION		10/01-10/31/2017	42117	09/22/2017	10/03/2017	51.80
							51.80
210-651-942	Building Rental						
	EXCEL SITE RENTALS LLC	18568	RENT FOR AUG 2017	42082	09/01/2017	09/19/2017	1,350.00
							1,350.00
210-651-970	Capital Expenditure						
	CUMMINS SALES AND SERV	015-97729	CONVERT TO PROPANE AND	42120	09/26/2017	10/03/2017	261.14
	PRESSELL ENGINEERING &	95655	RENOVATION 8380 OLD M72	42134	09/28/2017	10/03/2017	377.80
	RCI RICHTER CONSTRUCTI(	19-2017-04	PAY APPLICATION NO 4	42136	09/27/2017	10/03/2017	58,599.00
							59,237.94
						Total Dept. Ambulance:	**61,115.21**
						Fund AMBULANCE FUND:	**61,115.21**
Fund: 406 FIRE CAPITAL IMPROV							
Dept: 000							
406-000-970	Capital Expenditure						
	CUMMINS SALES AND SERV	015-97729	CONVERT TO PROPANE AND	42120	09/26/2017	10/03/2017	261.14
	PRESSELL ENGINEERING &	95655	RENOVATION 8380 OLD M72	42134	09/28/2017	10/03/2017	377.80
	RCI RICHTER CONSTRUCTI(	19-2017-04	PAY APPLICATION NO 4	42136	09/27/2017	10/03/2017	58,599.00
							59,237.94
						Total Dept. 000:	**59,237.94**
						AL IMPROVEMENT FUND:	**59,237.94**
Fund: 590 MIAMI BEACH SEWER							
Dept: 000							
590-000-805	Contracted Services-I						

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	GRAND TRAVERSE CO TRE/	93810	DPW EXPENSES FOR AUG 20'	1234	08/31/2017	09/19/2017	700.46
							700.46
						Total Dept. 000:	**700.46**
						ıMI BEACH SEWER FUND:	**700.46**
Fund: 750 PAYROLL CLEARING F							
Dept: 000							
750-000-258 Accrued Payroll Taxes							
	EFTPS	270764905540559	PAYROLL 9/01/2017	42080	09/06/2017	09/19/2017	2,373.74
	EFTPS	270766303424363	PAYROLL 9/15/2017	42123	09/20/2017	10/03/2017	1,987.54
	STATE OF MICHIGAN - TREA	SMIBUS001383432	PAYROLL 9/01/2017	42092	09/06/2017	09/19/2017	384.95
	STATE OF MICHIGAN - TREA	SMIBUS001428389	PAYROLL 9/15/2017	42137	09/19/2017	10/03/2017	311.54
							5,057.77
						Total Dept. 000:	**5,057.77**
						ıYROLL CLEARING FUND:	**5,057.77**
						Grand Total:	**152,438.65**

To: Whitewater Township Board

From: Cheryl A. Goss, Clerk

Date: 10/06/2017

Re: **Update on 8380 Old M-72 Renovation/Addition Project**

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1. Per the board's decisions on 09/26/2017, Change Order No. 2 was issued and is attached (upgraded exterior locksets, additional fire suppression in training room/mezzanine).
2. A formal progress meeting was held on 09/28/2017. Minutes are attached.
3. RCI Richter Construction's September pay application is attached. Mark Pressell approved the pay application and the invoice has been paid. Mark Pressell also submitted a bill in September for services to date in the amount of $755.60 and this has been paid.
4. As the 9/28 meeting minutes indicate, there is an issue with the height of the overhead garage door for the storage area. A 9'6" door may need to be utilized. RCI is checking into this and information should be available on Monday, 10/9.
5. As we heard from the fire department earlier this year, and as reiterated by Lt. Nick Carpenter at the 9/28 progress meeting, they would like the storage area to be insulated and heated. RCI is obtaining prices and this information should be available Monday, 10/9.
6. Dean Alger from MMR visited the job site today to look at where data drops and electrical outlets are planned for the day room area. RCI's project superintendent Lenny Miller, Jim (MMR medic), and me were present. The wall area where we added the washer/dryer installation was the most suitable location for MMR's desk and other electronic equipment. However, with that wall space now occupied, these components will be moved to the east wall of the day room. An additional data drop and two more electrical outlets are needed on that wall to accommodate all of their communications and office equipment. Chris Richter will obtain pricing from Advantage Electric, but he is not expecting it to be very much cost overall.
7. New informal and formal progress meeting dates were not discussed at the 9/28 meeting. I have asked Chris Richter to let me know what the October schedule will be. As soon as he replies, I will distribute that information to all board members, as well as Nick Carpenter and Mobile Medical Response.

###

2010 Edition - Electronic Format

AIA Document G701 – 2010

Change Order

- [x] OWNER
- [ ] ARCHITECT/ENGINEER
- [ ] CONTRACTOR
- [ ] SUBCONTRACTOR

TO CONTRACTOR:

RCI | Richter Construction, Inc.
3760 N US 31 South, Suite 10
Traverse City, Michigan 49684

OWNER:

Whitewater Township
5777 Vinton Road
Williamsburg, Michigan 49690

CHANGE ORDER NUMBER: 02
DATE: September 27, 2017
ARCHITECT'S PROJECT NUMBER: 15-2015
CONTRACT DATE: July 24, 2017
CONTRACT FOR: Renovation/Addition of the Fire/Ambulance Station – 8380 Old M-72, Williamsburg, Michigan 49690

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

1.	Bulletin No. 2, item 1 – Provide two (2) KABA Simplex L1021 HD lever locksets in lieu of the base bid Falcon models.	ADD $ 877.05
2.	Bulletin No. 3, item 1 – Upgrade fire suppression system to NFPA 13R and ADD coverage to existing Training Room existing Mezzanine Storage Area.	ADD $ 5,151.51

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was $383,563.63
The net change by previously authorized Change Orders $6,474.76
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was $390,038.39
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of $6,028.56
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be $396,066.95
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by (0) days.
The date of Final Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive for which the cost or time are in dispute as described in Subparagraph 7.3.8 of AIA Document A201.

ACCEPTED:	ACCEPTED:	ACCEPTED: Township Board Approved on 9/26/2017
RCI | Richter Construction, Inc.	Mark A Pressel	~~Cheryl Goss~~ Whitewater Township
Contractor	Architect / Engineer	Owner
By:	By:	By: Cheryl Goss
By: Chris Richter, President	By: Mark A Pressel	By: Cheryl L Goss
Printed Name & Title	Printed Name & Title	Printed Name & Title
Date: 9/27/17	Date: 09/28/17	Date: 9/28/2017

Whitewater Township
EMS Facility Addition & Renovations
PROGRESS MEETING No. 2
September 28, 2017 @ 10:00am

MINUTES *(sent to distribution October 5, 2017)*

Attendees:	Cheryl Goss	Whitewater Township
	Chris Richter	RCI
	Jim Sturgil	MMR
	Kevin Vaquera	MMR
	Kyle Richter	RCI
	Lenny Miller	RCI
	Mark Pressell	Pressell Engineering
	Nicholas Carpenter	GT Rural FD
Cc:	Bobby Novak	Novak Painting & Wallcovering
	Chris Day	AFP Fire Protection
	Dan Harris	Absolute Building Solutions
	Dave Watson	Floor Covering Brokers
	Jim Kassell	N.W. Michigan Contracting
	Pat Law	Temperature Control
	Ron Boyle	Advantage Electric
	Ron Novak	Advanced Insulation Systems
	Russ Julian	Julian Concrete

Old Business

1. Approval of Previous Meeting Minutes

   Approved.

2. Open / Unresolved Issues

   Mark hand delivered four (4) original sets of ADDENDA 09/13/17 which addresses the new post and beam, door width changes, fire suppression additions and wall bracing modification at Exercise Room. Chris agreed to hand deliver with Transmittal to GT County Construction Code Office.

New Business

3. Status of Shop Drawing Log

Kyle presented a Shop Drawing for the proposed Overhead Door. Mark and Cheryl reviewed and approved the following; HOLMES COMMERCIAL TEXTURED RIBBED PANEL IN COLOR WHITE WITHOUT WINDOWS. The door shall be provided in the Silver series and shall be 16'-0" wide by 9'-0" tall.

A post meeting discussion took place whereas Nick and Lenny measured the tanker truck height and determined they needed 9'-4" of clearance to get in the building. Chris and Mark reviewed the field opening and determined that there is currently a max opening from slab to bottom truss cord of 10'-6". Understanding and reviewing the options for minimal required space for the door track, a determination was made that a 9'-6" door could be utilized if available as an option. Chris agreed to contact the OHD vendor to option options and pricing.

4. Status of RFI's

RFI # 5 was issued and was clarified by Mark. The RFI addressed the ½" layer of drywall on the new shaft wall assembly and its relation to the roof deck above. It is understood that the ½" layer is applied just for the purpose of finishing the wall (aesthetically) and is not a part of the actual assembly, therefore the ½" does NOT need to be sealed tight to the roof deck.

5. Pending Changes

Kyle addressed the Owners consideration to finish and heat the NEW EQUIPMENT BAY. Cheryl noted that it was once desired and that she would like to proceed with obtaining pricing. Kyle agreed to draft and Bulletin and circulate to distribution for pricing. Mark offered finish suggestions for which the pricing shall be based and they are as follows; 1. R-38 loose fill insulation in the ceiling area, R-19 fiberglass batt at the exterior wall. 2. White metal liner panel at the ceiling and exterior wall locations. 3. Install one (1) ceiling hung gas fired garage heater, whereas the mechanical contractor shall size accordingly. The installation shall include the required gas line and a low temp thermostat. The electrician will need to provide a dedicated circuit and receptacle.

Chris added that he would have RCI personnel install TYVEK behind the new metal siding so that if the change is accepted after the metal siding is installed there is not an issue for protecting the envelope. Cheryl agreed that this was a good idea; Mark seconded the consideration and Chris noted that cost can be adjusted at a later date if the Bulletin is not approved.

6. Status of Bulletin's

Bulletin No. 2 issued and approved – Change Orders have been issued by RCI
Bulletin No. 3 issued and approved – Change Orders have been issued by RCI

7. Status of Change Orders

Change Order No. 2 was signed following the meeting. This Change Order addressed exterior lockset upgrades, and the upgraded Fire Suppression System. RCI will be issuing subsequent Change Order to the effected Subcontractor trades.

8. Progress Schedule Review

Chris noted that per the current project schedule, the project was progressing well and is currently on track. No noted concerns with progress. Cheryl noted that she visits the site regularly and appreciates the daily progress by all. Chris noted that the project will at times appear ahead in some areas and behind in others, but that anything less than 2 weeks off should not be of major concern. Cheryl noted that she had no concerns.

9. Past Weeks Progress

Chris noted the following progress per Pay Application No. 4, dated 09/27/2017; Selective Demolition 100%, Site Development & Excavation 79%, Septic System 100%, Fire Suppression Main Line (including testing and repair of GTCRC roadway) 100%, Concrete Foundations 100%, Rough Carpentry 92%, Roofing & Siding Finishes 75%, Interior & Exterior Doors 45% (materials), Windows 100%, Drywall Finishes 37%, Plumbing & HVAC 74%, Electrical 48% and Change Order No. 1 work 66%.

10. Progress Outlook

Once the building Rough Framing inspection is complete, insulation can begin. Drywall is being hung on the ceiling to accommodate the loose fill insulation. Once the insulation is installed, a new code required 3rd party Insulation Inspection will be required. Then, once the insulation inspection is complete, the drywall can begin. The interior will continue to finish out over the next couple of weeks. Painting is scheduled to begin next week. The exterior is continuing and is expected to be complete by 10/10.

11. Inspections Report

Inspections have continued to pass without any problems. M&E inspections are all complete and the last and final rough inspection is just the Building Framing. Once that is complete we are all set on inspections until final.

12. Noted Claims or Potential Disputes

No noted Claims or Potential Disputes.

13. Safety Report

47 days on site with NO reported injuries.

14. Items of Concern - Requiring Attention

None.

15. Miscellaneous Open Discussion

Jim asked about coordination for the EMT cable drops. A walk-thru took place after the meeting and it was agreed that Jim and Lenny would coordinate the installation locations with Advantage Electric as that work finishes up. All agreed.

Nick asked about the Radio Antenna which was thought to be abandoned in the Training Room. He stated that they do need that cable. Lenny clarified that the cable was simply rolled up and stored in the Mechanical Mezzanine. Lenny agreed to pull it back down to the Training Room where Nick would spot the location. The cable will simply be pulled through the drywall with a grommet trim.

Further discussion took place between Jim and Nick regarding data drops. The group reviewed roughed in locations as well as proposed locations as per Advantage Electric's design sketch. It was agreed by all that Nick and Jim would coordinate the final locations with Lenny so that Advantage Electric could install them in the proper locations. At this time no additional cost is anticipated as the quantity is not expected to change and the rough in has not yet been completed by Advantage Electric.

16. Month End Billing Submission and Review

A formal presentation and review of the current Payment Application No. 4 was made by Chris. Cheryl and Mark agreed to walk the site following the meeting for final review and prior to approval.

17. Adjourn

Meeting adjourned at 11:15 am.

*** This is a record of notes as taken by the author. Please notify the author of any noted errors or requests for modification of any entry.

TRANSMITTAL

Date: September 27, 2017 HAND DELIVERED

Company: Whitewater Township
Attn: Cheryl Goss, Township Clerk

Project: Whitewater Township, Rural Fire Station # 3 – Addition & Renovation

We are Transmitting:

[ ] Shop Drawings
[ ] Prints / Drawing Documents
[x] Payment Request /Pay Application
[ ] Copy of Letter
[ ] Product Specifications
[ ] Bond Documents
[ ] Product Samples
[ ] Change Order
[ ] Other: _____

Including:

1. Two (2) original – AIA Application for Payment No. 4 Packages, including Invoice No. 19-2017-04, a fully executed Application for Payment document G702 and Continuation Sheet document G703 dated September 27, 2017; and fully executed Sworn Statement with supporting documentation and Waiver of Lien from subcontractors.

These are Transmitted:

[x] For Approval
[ ] Approved as Submitted
[x] Payment Processing /Approval
[x] For Your Use
[ ] Approved as Noted
[x] Signature and Return
[ ] As Requested
[ ] Returned as Corrected
[ ] Other: _____

Comments:

Upon approval, please return one (1) original package with execution for our records.

C. RICHTER

RCI | Richter Construction, Inc.
3760 N US Highway 31 South, Suite 10 – Traverse City, Michigan 49684
Telephone: 231-668-8497 Fax: 231-668-8507
www.RCI-CGC.com

INVOICE

RCI | Richter Construction, Inc.

3760 N US Highway 31 South, Suite 10
Traverse City, Michigan 49684
Telephone: 231-668-8497
Fax: 231-668-8507

INVOICE NO. 19-2017-04
DATE September 27, 2017
CUSTOMER ID WWT

TO:

Whitewater Township
5777 Vinton Road
Williamsburg, Michigan 49690

PROJECT:

Whitewater Township
Renovation/Addition
8380 Old M-72
Williamsburg, Michigan 49690

CONTRACT AUTHORIZATION	CUSTOMER PO	PAYMENT TERMS	DUE DATE
Cheryl A. Goss, Clerk	Executed Agreement	Net 10	10/10/17

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Pay Application No. 4 - Progressing Billing for Work Complete thru September 30, 2017	117,198.00	117,198.00

Terms of payment as noted above. A service charge of 1.5% monthly, or 18% annually, will be added to all past due accounts.

SUBTOTAL	$	117,198.00
SALES TAX		
TOTAL	**$**	**117,198.00**

THANK YOU FOR YOUR BUSINESS!

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT

To (Owner):
Whitewater Township
5777 Vinton Road
Williamsburg, Michigan 49690

Project:
Whitewater Township
Rural Fire Station # 3
Addition & Renovation
8380 Old M-72, Williamsburg, Michigan 49690

Application No: 04
Application Date: 9/27/2017
Period To: 9/30/2017

From (Contractor):
RCI | Richter Construction, Inc.
3760 N US Highway 31 South, STE 10
Traverse City, Michigan 49684

Architect/Engineer:
Pressell Engineering & Design, Mark A. Pressell
8995 W. Kelly Road
Lake City, Michigan 49651-8663

Architects Project No: 15-215
Project Name: Whitewater Township
Contract Date: 7/24/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, if required, is attached.

1. Original Contract Sum		$383,563.63
2. Net by Change Orders		$6,474.76
3. Contract Sum to Date		$390,038.39
4. Total Completed and Stored to Date		**$ 219,060.00**
5. Retainage		
0% of Completed Work	$ 0.00	
0% of Stored Material	$ 0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$219,060.00
7. Less Previous Payments		$101,862.00
8. Current Payment Due		**$117,198.00**
9. Balance to Finish, Including Retainage		$170,978.39

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$ 6,474.76	$ 0.00
TOTALS	$ 6,474.76	$ 0.00
Net Changes by Change Order	$ 6,474.76	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Douments, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is due. and that current payment shown herein is now due.

Contractor: _____ Date: 9/27/17

State of: Michigan County of: Grand Traverse
Subscribed and Sworn to before me this 27th day of September, 20 17.
Notary Public: Yvonna Lynn Downey
My Commission Expires: June 19, 2023

YVONNA LYNN DOWNEY
MY COMMISSION EXPIRES JUN 19 2023
NOTARY PUBLIC

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect/Engineer certifies to the Owner that to the best of the Architect/Engineers knowledge, information and belief, the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

Amount certified . . . . . $_____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:

By: _____ Date: _____

This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703 - CONTINUATION SHEET

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No: 04
Application Date: 9/27/2017
Period To: 9/30/2017
Architect's Project No: 15-215
Project Name: Whitewater Township

A	B	C	D	E	F	G		H	I
			Work Completed						
Item No.	Description of Work	Scheduled Value	From Previous Application (D + E)	This Period	Materials Presently Stored (Not in D or E)	Total Completed & Stored to Date (D+E+F)	% Percent of Completion (G / C)	Balance to Finish (C-G)	Retainage (If Variable Rate)
1	General Conditions	$ 37,029.63	$ 9,628.00	$ 10,738.00	$ 0.00	$ 20,366.00	55.00%	$ 16,663.63	
2	Selective Demolition	$ 11,458.00	$ 8,250.00	$ 3,208.00	$ 0.00	$ 11,458.00	100.00%	$ 0.00	
2.1	Site Development & Excavation	$ 20,570.00	$ 15,149.00	$ 1,150.00	$ 0.00	$ 16,299.00	79.24%	$ 4,271.00	
2.2	Septic System	$ 7,475.00	$ 7,475.00	$ 0.00	$ 0.00	$ 7,475.00	100.00%	$ 0.00	
2.3	Gravel Parking & Entry Drive	$ 6,792.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 6,792.00	
2.4	Fire Suppression Main Line	$ 18,955.00	$ 18,955.00	$ 0.00	$ 0.00	$ 18,955.00	100.00%	$ 0.00	
3	Concrete Foundations	$ 10,911.00	$ 7,267.00	$ 3,644.00	$ 0.00	$ 10,911.00	100.00%	$ 0.00	
3.1	Concrete Flatwork	$ 9,983.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 9,983.00	
5	Steel Handrailing	$ 2,480.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 2,480.00	
6	Rough Carpentry	$ 50,083.00	$ 14,023.00	$ 32,053.00	$ 0.00	$ 46,076.00	92.00%	$ 4,007.00	
6.1	Finish Carpentry - Trim	$ 3,360.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 3,360.00	
6.2	Cabinetry & Countertops	$ 2,998.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 2,998.00	
7	Building Insulation	$ 4,136.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 4,136.00	
7.1	Roofing & Siding Finishes	$ 16,532.00	$ 0.00	$ 12,400.00	$ 0.00	$ 12,400.00	75.01%	$ 4,132.00	
8	Interior & Exterior Doors	$ 10,596.00	$ 0.00	$ 4,715.00	$ 0.00	$ 4,715.00	44.50%	$ 5,881.00	
8.1	Overhead Door	$ 2,218.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 2,218.00	
8.2	Windows	$ 4,010.00	$ 0.00	$ 4,010.00	$ 0.00	$ 4,010.00	100.00%	$ 0.00	
9	Drywall Finishes	$ 22,540.00	$ 0.00	$ 8,395.00	$ 0.00	$ 8,395.00	37.24%	$ 14,145.00	
9.1	Paint Finishes	$ 14,703.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 14,703.00	
9.2	Flooring Finishes	$ 31,002.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 31,002.00	
10	Specialties	$ 1,777.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 1,777.00	
15	Plumbing & HVAC	$ 48,530.00	$ 15,008.00	$ 20,700.00	$ 0.00	$ 35,708.00	73.58%	$ 12,822.00	
15.1	Fire Suppression System	$ 7,820.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00%	$ 7,820.00	
16	Electrical & Fire Alarms	$ 37,605.00	$ 6,107.00	$ 11,903.00	$ 0.00	$ 18,010.00	47.89%	$ 19,595.00	
CO-1	Change Order No. 1	$ 6,474.76	$ 0.00	$ 4,282.00	$ 0.00	$ 4,282.00	66.13%	$ 2,192.76	
						$ 0.00	#DIV/0!	$ 0.00	
						$ 0.00	#DIV/0!	$ 0.00	
						$ 0.00	#DIV/0!	$ 0.00	
	GRAND TOTALS	**$ 390,038.39**	**$ 101,862.00**	**$ 117,198.00**	**$ 0.00**	**$ 219,060.00**	56.16%	**$ 170,978.39**	

PARTIAL CONDITIONAL WAIVER

I/We have an agreement with **Whitewater Township** to provide **General Contract Construction Services** for the improvement to the property described as:

Whitewater Township Emergency Services Building – Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

And hereby waive and release our construction lien rights against such Property for labor / materials provided through **September 30, 2017**; together with All previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is conditioned on receipt of the actual payment in the amount of:
One hundred seventeen thousand, one hundred ninety-eight and No / 100 dollars
$ 117,198.00

RCI | Richter Construction, Inc.
3760 N US Highway 31 South, Suite 10
Traverse City, Michigan 49684

Signature

Chris Richter, President
Print Name and Title

9/27/17
Date

Yvonne Lynn Dourey
Witness

September 27, 2017
Date

Sworn Statement

STATE OF MICHIGAN
COUNTY OF: Grand Traverse

Project No: 19-2017
Project Name: Whitewater Township

Chris Richter being duly sworn, deposes and says:

RCI | Richter Construction, Inc. is the Contractor for an improvement to the following described real property situated in Grand Traverse County, Michigan, described as follows:

Whitewater Township Emergency Services Building - Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

That the following is a statement as of Wednesday, September 27, 2017 for each Subcontractor and Supplier, and Laborer with whom the Contractor has (contracted) or (subcontracted) for performance under the Contract with the Owner or Lessee thereof, and the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete
Absolute Building Solutions, LLC	Drywall Finishes	$ 19,950.00	$ 0.00	$ 7,300.00	$ 12,650.00
Advanced Insulation Systems, Inc.	Insulation	$ 3,596.00	$ 0.00	$ 0.00	$ 3,596.00
Advantage Electric	Electrical	$ 33,375.00	$ 5,310.00	$ 10,350.00	$ 17,715.00
AFP Fire Protection	Fire Suppression	$ 6,800.00	$ 0.00	$ 0.00	$ 6,800.00
Julian Concrete	Concrete	$ 15,020.00	$ 6,318.90	$ 0.00	$ 8,701.10
Northwoods Construction, LLC	Labor Services	$ 24,192.00	$ 13,903.50	$ 0.00	$ 10,288.50
Novak Painting	Painting	$ 12,600.00	$ 0.00	$ 0.00	$ 12,600.00
N.W. Michigan Contracting	Excavation & Site	$ 46,775.00	$ 36,930.00	$ 1,000.00	$ 8,845.00
Temperature Control, Inc.	Plumbing & HVAC	$ 43,385.00	$ 13,050.00	$ 18,000.00	$ 12,335.00
					$ 0.00
					$ 0.00
American Waste	Dumpster Service	$ 1,350.00	$ 650.00	$ 650.00	$ 50.00
Northern Building Supply	Materials	$ 41,829.46	$ 5,051.37	$ 18,822.16	$ 17,955.93
Security Sanitation	Port-o-Jon Service	$ 570.00	$ 190.00	$ 95.00	$ 285.00
					$ 0.00
					$ 0.00
RCI | Richter Construction, Inc.	General Contractor	$ 140,595.93	$ 20,458.23	$ 60,980.84	$ 59,156.86
					$ 0.00
					$ 0.00
Total to Date		$ 390,038.39	$ 101,862.00	$ 117,198.00	$ 170,978.39

WARNING TO OWNER OR LESSEE: An owner or lessee of the property may not rely on this Sworn Statement to avoid the claim of a subcontractor, supplier, or laborer who has provided a Notice of Furnishing or a laborer who may provide a Notice of Furnishing under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109 to the designeee or to the owner or lessee if the designee is not named or has died.

That the Contractor has not procured material from, or Subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the Contractor for the purpose of representing to the Owner, Lessee or Mortgagee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above, and except for claims of construction liens by laborers which may be provided pusuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

Deponent further says that Laborer Wages, Fringe Benefits and Withholdings are paid, except as disclosed within this Statement.

WARNING TO DEPONENT: A person who gives a false Sworn Statement with intent to defraud is subject to criminal penalties as provided in Section 110 or the Construction Lien Act, 1980 PA 497, MCL 570.1110.

CHRIS RICHTER
(Deponent Printed Name)

(Deponent Signature)

CHRIS RICHTER hereby agrees to indemnify and hold Whitewater Township harmless against any lien, claim or suit of or by any subcontractor, supplier, laborer, or other construction lien claimant if said lien, claim or suit is asserted by a claimant whose compensation for services or materials furnished was, or should have been, received whether directly or indirectly out of funds paid pursuant hereto. This indemnity includes, but is not limited to, are reimbursable of all legal fees and other resonable expenses connected with the proper defense by Whitewater Township of its insureds against claims of construction liens.

By: _____ Its: PRESIDENT.

Signed before me this 27th day of September, 20 17.

Yvonna Lynn Downey

Notary Public - State of Michigan
County of Grand Traverse
My Commission Expires June 19, 2023

Notary Seal: YVONNA LYNN DOWNEY NOTARY PUBLIC GRAND TRAVERSE COUNTY, MICHIGAN MY COMMISSION EXPIRES JUN 19 2023

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
RCI

PROJECT:
Whitewater Township

APPLICATION #: 1
PERIOD TO: 09/30/17
PROJECT NOS:

Distribution to:

	Owner
x	Const. Mgr
	Architect
	Contractor

FROM CONTRACTOR:
Absolute Building Solutions

VIA ARCHITECT:

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	19,600.00
2. Net change by Change Orders	$	350.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	19,950.00
4. TOTAL COMPLETED & STORED TO DATE-$ (Column G on Continuation Sheet)		7,300.00
5. RETAINAGE:		
a. _____ of Completed Work (Columns D+E on Continuation Sheet)	$	
b. _____ of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet	$	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	7,300.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	
8. CURRENT PAYMENT DUE	$	7,300.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	12,650.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: D- H Date: 9-20-17

State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ---------- $ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Whitewater Township

APPLICATION NUMBER: 1
APPLICATION DATE:
PERIOD TO: 30-Sep-17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
1	**Shaftwall material**	2,150.00		2,150.00		2,150.00	100%		
2	**Shaftwall labor**	2,500.00		2,500.00		2,500.00	100%		
3	**Drywall hang materials**	3,250.00		800.00		800.00	25%	2,450.00	
4	**Drywall hang labor**	3,500.00		800.00		800.00	23%	2,700.00	
5	**Drywall finish material**	2,200.00		200.00		200.00	9%	2,000.00	
6	**Drywall finish labor**	6,000.00		500.00		500.00	8%	5,500.00	
7	**COR 1**	350.00		350.00		350.00	100%		
8									
9									
10									
11									
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28									
	SUBTOTALS PAGE 2	19,950.00		7,300.00		7,300.00	37%	12,650.00	

Advantage Electric Services, L.L.C.

Phone: (231) 929-4900 *or* **Toll Free:** (888) 302-4900
Fax: (231) 929-4269

Waiver of Lien

I/we have a contract with **RCI** to provide electrical material and labor for services to the job location described as:

Whitewater Township Rural Fire Station #3
8380 Old M-72
Williamsburg, MI 49690

☒ ***PARTIAL CONDITIONAL***:
Hereby waive my/our construction lien in the amount of **$15,660.00** for payment on invoice(s) **#13507**. This amount covers labor, materials or subcontract services provided through **9/25/17**. This waiver is conditioned on the actual payment for the amount and date shown above.

☐ ***FULL CONDITIONAL***:
Having been fully paid and satisfied, we are waiving all our construction lien rights against above referenced job location through _____. This waiver is conditioned upon the actual payment of $_____.

☐ ***PARTIAL UNCONDITIONAL***:
Hereby waive my/our construction lien in the amount of $_____. This amount reflects invoice(s) #_____ for labor, materials or subcontract services provided through _____. This waiver, along with all previous waivers, if any, does cover all amounts due to us for the contract/job improvements provided through the date shown above.

☐ ***FULL UNCONDITIONAL***:
Having been fully paid and satisfied, we are waiving all our construction lien rights against such property or job location.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee or designee has not received this waiver directly form me/one of us, the owner, lessee or designee may not rely upon it without contacting me/one of us, either in writing, by telephone or personally, to verify that it is authentic.

Signed:_____ **Dated:** 9/25/17
Bonnie Hunt, Agent
ar@advantagemi.com

2238 Traversefield Drive
Traverse City, MI 49686

TO: RCI/RICHTER CONSTRUCTION INC.
3760 N US HWY 31 SOUTH
SUITE 10
TRAVERSE CITY MI 49684

PROJECT: WHITEWATER TOWNSHIP
RURAL FIRE STATION #3
8380 OLD M-72
WILLIAMSBURG, MI 49690

APPLICATION NO: 002
PERIOD TO: 9/25/17

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM: ADVANTAGE ELECTRIC
2238 TRAVERSEFIELD/PO BOX 5119
TRAVERSE CITY, MI 49696-5119

VIA ARCHITECT: PRESSELL ENGINEERING & DESIGN
MARK A. PRESSELL
8995 W KELLY ROAD
LAKE CITY, MI 49651

PROJECT NO: 15-215 (170116)
CONTRACT DATE: 7/13/17
INVOICE NO: 13507

CONTRACT FOR: WHITEWATER TWP FIRE STATION

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....$ 32,700.00

2. Net change by Change Orders.....$ 675.00

3. CONTRACT SUM TO DATE (Line 1+2).....$ 33,375.00

4. TOTAL COMPLETED & STORED TO DATE.....$ 17,400.00
(Column G on G703)

5. RETAINAGE:
a. 10.00% of Completed Work.....$ 1,740.00
(Column D+E on G703)

b. % of Stored Material.....$ .00
(Column F on G703)
Total Retainage (Line 5a+5b or.....$ 1,740.00
Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE.....$ 15,660.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate).....$ 5,310.00

8. CURRENT PAYMENT DUE.....$ 10,350.00 ✓

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6).....$ 17,715.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	.00	.00
Total approved this month	675.00	.00
TOTALS	675.00	.00
NET CHANGES by Change Order	675.00	.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ADVANTAGE ELECTRIC SERVICES

By: President Date: 9-25-17

State of: MICHIGAN
County Of: ANTRIM, ACTING IN G.T. COUNTY

Subscribed and sworn to before me this 25th day of Sept, 2017

Notary Public: JENNIFER THOMPSON
My Commission expires: 09/03/22
Jennifer Thompson

JENNIFER THOMPSON
Notary Public, State of Michigan
County of Antrim
My Commission Expires 09/03/22
Acting in the County of Grand Traverse

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 002
APPLICATION DATE: 9/25/17
PERIOD TO: 9/25/17
ARCHITECT'S PROJECT NO: 15-215 (170116)

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G/C	BALANCE TO FINISH (C - G)	RETAINAGE IF VARIABLE RATE
	LABOR	15,060.00	3,000.00	3,500.00	.00	6,500.00	43	8,560.00	650.00
1	MATERIAL	13,740.00	2,000.00	2,000.00	5,000.00	9,000.00	66	4,740.00	900.00
2	FIRE ALARM	3,000.00	.00	1,000.00	.00	1,000.00	33	2,000.00	100.00
3	PERMIT	500.00	500.00	.00	.00	500.00	100	.00	50.00
4	MOBILIZATION	400.00	400.00	.00	.00	400.00	100	.00	40.00
	C/O #1								
	ADD 220V & 120V W/D RECEPS	675.00	.00	.00	.00	.00	0	675.00	.00
	BASE CONTRACT	32,700.00	5,900.00	6,500.00	5,000.00	17,400.00	53	15,300.00	1,740.00
	CHANGE ORDERS	675.00	.00	.00	.00	.00	0	675.00	.00
	TOTALS	33,375.00	5,900.00	6,500.00	5,000.00	17,400.00	52	15,975.00	1,740.00

SWORN STATEMENT

Sept 2017

STATE OF MICHIGAN
COUNTY OF Grand Traverse

Douglas G. Rexroat, President being duly sworn, deposes and says:

That **Advantage Electric** is the Subcontractor for an improvement to the following described real property situated in **GRAND TRAVERSE** County, Michigan described as follows:
Project No. 15-215 (170116) Whitewater Township Rural Fire Station #3, 8380 Old M-72, Williamsburg, MI 49690 .

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the subcontractor has subcontracted hereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier or laborer	Type of Improvement Furnished	Total Contract	Amount already paid	Amount currently owing	Balance to complete (optional)	Amount of laborer wages due but unpaid	Amount of laborer fringe benefits and withholdings due but unpaid
Kendall Electric Supply	Material	$ 1,446.57	$ 168.63	$ 1,277.94			
Standard Electric	Material	$ 2,716.08	$ -	$ 2,716.08			
Medler Electric	Material	$ 1,306.43	$ 652.91	$ 653.52			
Miscellaneous	Miscellaneous	$ 288.29	$ 288.29	$ -			
Labor	Labor/Benefits	$ 3,712.86	$ 3,712.86	$ -			
	Totals:	$ 9,470.23	$ 4,822.69	$ 4,647.54		0.00	0.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT

To (Contractor):
RCI | Richter Construction, Inc.
3760 N US Highway 31 South, Suite 10
Traverse City, Michigan 49684

Project:
Whitewater Township
Fire & Rescue Addition & Renovations
8380 Old M-72, Williamsburg, MI 49690

Application No: 3
Application Date: 9/25/2017
Period To: 9/25/2017

From (Subcontractor):
N.W. Michigan Contracting
PO Box 6914
Traverse City, Michigan 49696

Architect/Engineer:
Pressell Engineering & Design
8995 W. Kelly Road
Lake City, MI 49651

RCI Project No: 19-2017
Project Name: Whitewater Township
Contract Date: 24-Jul-17

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, if required, is attached.

1. Original Contract Sum		$46,775.00
2. Net by Change Orders		$0.00
3. Contract Sum to Date		$46,775.00
4. Total Completed and Stored to Date		**$ 37,930.00**
5. Retainage		
0% of Completed Work	$ 0.00	
0% of Stored Material	$ 0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$37,930.00
7. Less Previous Payments		$0.00
8. Current Payment Due		**$1,000.00**
9. Balance to Finish, Including Retainage		$8,845.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
Net Changes by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Douments, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is due. and that current payment shown herein is now due.

Contractor: Mary Ann Kassel Date: 9-25-17

State of: Michigan County of: Grand Traverse
Subscribed and Sworn to before me this 25 day of September, 20 17.
Notary Public: E J Bratschi
My Commission Expires: 11-01-2021

ERIN J BRATSCHI
Notary Public, State of Michigan
County of Grand Traverse
My Commission Expires Nov. 01, 2021
Acting in the County of Antrim

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect/Engineer certifies to the Owner that to the best of the Architects/Engineers knowledge, information and belief, the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

Amount certified ..... $_____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:

By: _____ Date: _____

This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G703 - CONTINUATION SHEET

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No: 3
Application Date: 9/25/2017
Period To: 9/25/2017
RCI Project No: 19-2017
Project Name: Whitewater Township

A	B	C	D	E	F	G		H	I
			Work Completed						
Item No.	Description of Work	Scheduled Value	From Previous Application (D + E)	This Period	Materials Presently Stored (Not in D or E)	Total Completed & Stored to Date (D+E+F)	% Percent of Completion (G / C)	Balance to Finish (C-G)	Retainage (If Variable Rate)
1	Remove stumps.	$ 1,420.00	$ 1,420.00			$ 1,420.00	100.00%	$ 0.00	
2	Strip topsoil.	$ 1,245.00	$ 1,245.00			$ 1,245.00	100.00%	$ 0.00	
3	Relocate shed.	$ 180.00	$ 180.00			$ 180.00	100.00%	$ 0.00	
4	Septic system.	$ 6,500.00	$ 6,500.00			$ 6,500.00	100.00%	$ 0.00	
5	Excavate footings.	$ 1,660.00	$ 1,660.00			$ 1,660.00	100.00%	$ 0.00	
6	Backfill footings, sand fill, grade fl	$ 6,040.00	$ 5,040.00	$ 1,000.00		$ 6,040.00	100.00%	$ 0.00	
7	Gravel parking & drive areas.	$ 5,906.00	$ 0.00			$ 0.00	0.00%	$ 5,906.00	
8	Topsoil, seed & mulch.	$ 3,520.00	$ 1,520.00			$ 1,520.00	43.18%	$ 2,000.00	
9	Mobilization.	$ 2,050.00	$ 1,550.00			$ 1,550.00	75.61%	$ 500.00	
10	Fireline	$ 16,483.00	$ 16,483.00			$ 16,483.00	100.00%	$ 0.00	
11	Auger Holes	$ 530.00	$ 530.00			$ 530.00	100.00%	$ 0.00	
12	Floor Drain Dry Well	$ 439.00	$ 0.00			$ 0.00	0.00%	$ 439.00	
13	Footing Drain	$ 802.00	$ 802.00			$ 802.00	100.00%	$ 0.00	
						$ 0.00	#DIV/0!	$ 0.00	
						$ 0.00	#DIV/0!	$ 0.00	
						$ 0.00	#DIV/0!	$ 0.00	
						$ 0.00	#DIV/0!	$ 0.00	
						$ 0.00	#DIV/0!	$ 0.00	
						$ 0.00	#DIV/0!	$ 0.00	
						$ 0.00	#DIV/0!	$ 0.00	
	GRAND TOTALS	$ 46,775.00	$ 36,930.00	$ 1,000.00	$ 0.00	$ 37,930.00	81.09%	$ 8,845.00	

SWORN STATEMENT

State of Michigan)
) ss.
County of Grand Traverse)

Mary Ann Kassel, being sworn, states the following:

NW MI Contracting Inc is the contractor for an improvement to the following real property in Grand Traverse County, State of Michigan, described as follows:

Whitewater Twp Fire Dept.

The following is a statement of each subcontractor, supplier, and laborer for whom payment of materials, wages, and/or fringe benefits and withholdings is due but unpaid, with whom the contractor has subcontracted for performance under the contract with the owner or lessee of the property, and the amounts due to the person as of the date of this statement are correctly and fully set forth opposite their names:

Name	Type of Improvements	Total Amount of Contract	Amount Paid	Current Amount Due	Balance to Complete	Labor Wages Tax, Fringes Due
Concrete Service	Tanks	$1,130.49	$1,130.49	$0	$0	
MI Pipe & Valve	Pipe	$5,782.40	$0	$5,782.40		
City Services	Tap	$600.00	$600.00	$0	$0	
Elmer's	Gravel	$1,301.81	$129.81	$1,172.00	$0	
EPP	Silt fence	$52.00	$52.00	$0	$0	
Gmosers	Tank Pumping	$248.60	$248.60	$0	$0	
Kasson	Stone	$777.62	$0	$777.62		
Give Em a Brake	Signage		$0			
5 Star Directional	Boring	$2500.00	$0	$2500.00	$0	
TOTALS						

Name	Contact Person	Street Address	City, State, Zip	Telephone Number:
Concrete Service	Robin	3742 W Front St	Traverse City MI 49684	231-946-7880
MI Pipe & Valve	Mike	487 W Welch Ct	Traverse City MI 49686	231-929-7473
City Services		PO Box 897	Grand Rapids MI 49548	616-241-4858
Elmer's		PO Box 6150	Traverse City MI 49696	231-943-3443
EPP	Andrea	6703 E M 72	Williamsburg MI 49690	231-267-9911
Gmosers		8804 Whitney Rd	Williamsburg MI 49690	231-264-8838
Kasson S & G	Nikki	10282 S Pierce	Maple City MI 49664	231-228-5455
Give Em A Brake Safety		2610 Sandford Ave	Grandville MI 49618	616-531-8705
5 Star Directional Drilling		PO Box 194	Kingsley, MI 49649	231-263-2050

PARTIAL CONDITIONAL WAIVER

I/we have a contract with Richter Construction, Inc.
(other contracting party)

to provide Mechanical work for Addition and Renovations

for the improvement ot the property described as: Whitewater Township Emergency Services Building.

And by signing this waiver waive my/our construction lien to the amount of $ $18,000.00, for labor/materials provided through 09/26/17
(date of draw cutoff or actual payment)

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for contract improvement provided through the date shown above. This waiver is conditioned on actual payment of the amount shown above.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us, or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contracting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Dennis D. Bezile, Controller
(printed name of lien claimant)

Dennis Bezile
(signature of lien claimant)

Signed on: 09/26/17

Address: 1623 Northern Star Drive
Traverse City, MI 49696

Telephone: 231-922-1862

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

Temperature Control, Inc.

1623 Northern Star Drive
Traverse City, MI 49696
(231) - 922-1862 - Phone
(231) - 922-1892 - FAX

Invoice

Date	Invoice #
09/26/17	208155

Bill To
Richter Construction, Inc. 3760 N. US Highway 31 South Suite 10 Traverse City, MI 49684

P.O. Number	Terms	Project
Chris Richter	Net 30	L-17-010 - Whitewater Twp Fi...

Description	Quantity	Rate	Amount
L-17-010 - Labor and materials to date for mechanical work for the addition and renovations as quoted - Whitewater Township Emergency Services Building.		20,000.00	20,000.00
Less 10% Retention		-10.00%	-2,000.00
Progress Billing - #2			
Total Contract: $42,200.00 Previous Billings $14,500.00 This Billing $20,000.00 Remainder to Invoice: $ 7,700.00			

Sales Tax (6.0%)	$0.00
Total	$18,000.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: Richter Construction, Inc.
3760 N. US Highway 31 South, Suite 10
Traverse City, MI 49684

APPLICATION NUMBER: #2
PERIOD TO: 9/26/17
P.O. #
Invoice: #208155
Project #

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM: Temperature Control, Inc.
1623 Northern Star Drive
Traverse City, MI 49696-9243

VIA ARCHITECT:

CONTRACT FOR: Whitewater Township Emergency Services Building - Addition & Renovations

CONTRACTOR'S APPLICATION FOR PAYMENT

Applicaton is made for payment, as shown below, in connection with the Contract.
Continuation Sheet. AIA Document G 703, is attached.

1. **ORIGINAL CONTRACT SUM**		$42,200.00
2. **Net change by Change Orders**		$0.00
3. **CONRACT SUM TO DATE (Line 1 +- 2)**		$42,200.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$34,500.00
5. **RETAINAGE:**		
a. 10 % of Completed Work (Columns D+E on G703)	$3,450.00	
b. 10 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a +5b or Total in Column 1 of G703)		$3,450.00
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$31,050.00
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$13,050.00
8. **CURRENT PAYMENT DUE**		$18,000.00
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$11,150.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	$0.00	
TOTALS	$0.00	
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date: September 26, 2017
Daniel T. Law, President

State of: Michigan
County of: Antrim , acting in Grand Traverse County
Subscribed and sworn to before
me this 21st day of September 2017

Notary Public: Dennis D. Bezile
My Commission expires: 12/03/2021

Dennis D. Bezile
Notary Public for Antrim
Commission Expires 12-03-2021

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Doucments, based on on-site observations and the date comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ....$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Cntractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contract's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: #2
APPLICATION DATE: 9/26/17
PERIOD TO: 9/26/17

A		C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STOED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Plumbing	25,320.00	14,500.00	8,288.00		22,788.00	90.00%	2,532.00	2,278.80
2	HVAC	16,880.00	0.00		11,712.00	11,712.00	0.00%	5,168.00	1,171.20
3						0.00	0.00%	0.00	0.00
4						0.00	0.00%	0.00	0.00
5						0.00	0.00%	0.00	0.00
6						0.00	0.00%	0.00	0.00
7						0.00	0.00%	0.00	0.00
8						0.00	0.00%	0.00	0.00
9						0.00	0.00%	0.00	0.00
10						0.00	0.00%	0.00	0.00
11						0.00	0.00%	0.00	0.00
12						0.00	0.00%	0.00	0.00
13						0.00	0.00%	0.00	0.00
14						0.00	0.00%	0.00	0.00
15						0.00	0.00%	0.00	0.00
16						0.00	0.00%	0.00	0.00
17						0.00	0.00%	0.00	0.00
18						0.00	0.00%	0.00	0.00
19						0.00	0.00%	0.00	0.00
20						0.00	0.00%	0.00	0.00
21						0.00	0.00%	0.00	0.00
22						0.00	0.00%	0.00	0.00
23						0.00	0.00%	0.00	0.00
24						0.00	0.00%	0.00	0.00
25						0.00	0.00%	0.00	0.00
26						0.00	0.00%	0.00	0.00
27						0.00	0.00%	0.00	0.00
28						0.00	0.00%	0.00	0.00
29						0.00	0.00%	0.00	0.00
30						0.00	0.00%	0.00	0.00
31						0.00	0.00%	0.00	0.00
32						0.00	0.00%	0.00	0.00
33						0.00	0.00%	0.00	0.00
34						0.00	0.00%	0.00	0.00
35						0.00	0.00%	0.00	0.00
36						0.00	0.00%	0.00	0.00
37						0.00	0.00%	0.00	0.00
	TOTAL	42,200.00	14,500.00	8,288.00	11,712.00	34,500.00	0.00%	7,700.00	3,450.00

American WASTE
PO BOX 1030
KALKASKA, MI 49646
Phone: 231-258-9030
Fax: 231-943-8068
www.americanwaste.org

INVOICE 2120805

DATE Thursday, September 14, 2017

ACCOUNT NUMBER 8654195

RCI - RICHTER CONSTRUCTION
3760 NORTH US-31 SOUTH
STE 10
TRAVERSE CITY, MI 49684

RETURN THIS PORTION WITH PAYMENT

AMOUNT ENCLOSED $ _____

SWITCH OUT THE 30 YRD ROLL OFF BOX

DATE	CODE	DESCRIPTION	QTY	RATE	AMOUNT
SiteName: RCI - RICHTER CONSTRUCTION-12 Site Address: 8380 OLD M72/WHITEWATER TWP FIRE DEPT WILLIAMSBURG, MI					
09/13/2017	30 YD SWITCH	814640 PO #: PAT C.	1.00	$650.00	$650.00

10/14

Charges:	$650.00
Fuel Surcharges:	$0.00
Total Due (this invoice):	$650.00
Terms: Net 30 days **Total Due (including balance forward):**	$650.00

AMERICAN WASTE KALKASKA Acct#: 8654195 INVOICE: 2120805 **THANK YOU**

PARTIAL CONDITIONAL WAIVER

I/We have an agreement with **RCI | Richter Construction, Inc.** To provide **General Construction and Building Materials** for improvement to the property described as:

Whitewater Township Emergency Services Building – Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

And hereby waive and release our construction lien rights against such Property for labor / materials provided through **September 25, 2017**; together with All previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is conditioned on receipt of the actual payment in the amount of:
Eighteen thousand, eight hundred twenty-two and 16 / 100 dollars
$ 18,822.16

Company Northern Building Supply, LLC
Address 1701 W. South Airport Road
Traverse City, Michigan 49686

Signature

Dawn M Kerwitch
Print Name and Title

9/27/17
Date

Witness

9-27-2017
Date

SECURITY SANITATION, INC

Invoice

BELANGER SEPTIC SERVICE
2233 M-37 SOUTH
TRAVERSE CITY, MI 49685
Ph.(231) 943-2634 Fax(231) 943-5250

DATE	INVOICE #
9/25/2017	100246

BILL TO
R.C.I. 3760 N US 31 S TRAVERSE CITY, MI 49684 EMAIL

P.O. NO.	TERMS
FIRE DEPT	10 DAYS NET

QTY	DESCRIPTION	RATE	AMOUNT
	DISPOSAL OF WASTE 8-25 TO 9-25 10/10	95.00	95.00

THANK YOU FOR YOUR BUSINESS!!	**Total**	$95.00

PLEASE PAY FROM THIS INVOICE
THIS IS THE ONLY COPY YOU WILL RECEIVE.

PARTIAL UNCONDITIONAL WAIVER

I/We have an agreement with **Whitewater Township** to provide **General Contract Construction Services** for the improvement to the property described as:

Whitewater Township Emergency Services Building – Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

And hereby waive and release our construction lien rights against such Property for labor / materials provided through **August 31, 2017**; together with All previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is unconditional, having received the actual payment in the amount of:
Eighty-seven thousand, eight hundred twelve and No / 100 dollars
$ 87,812.00

RCI | Richter Construction, Inc.
3760 N US Highway 31 South, Suite 10
Traverse City, Michigan 49684

Signature

Chris Richter, President
Print Name and Title

9/27/17
Date

Yvonna Lynn Downey
Witness

September 27, 2017
Date

170116

PARTIAL UNCONDITIONAL WAIVER

I/We have an agreement with **RCI | Richter Construction, Inc.** To provide **Electrical Services and Finishes** for the improvement to the property described as:

Whitewater Township Emergency Services Building – Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

And hereby waive and release our construction lien rights against such Property for labor / materials provided through **August 31, 2017**; together with All previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is unconditional, having received the actual payment in the amount of:
Five thousand, three hundred-ten and No / 100 dollars
$ 5,310.00

Company Advantage Electric, LLC
Address PO Box 5119
Traverse City, Michigan 49686-5119

Signature

Hunt, Bonnie (Agent)
Print Name and Title

9-22-17
Date

Jennifer Thompson
Witness

9/22/17
Date

Paid RCI CK # 2409 09/20/2017

PARTIAL UNCONDITIONAL WAIVER

I/We have an agreement with **RCI | Richter Construction, Inc.** To provide **Concrete Footings, Foundation Walls and Flatwork** for the improvement to the property described as:

Whitewater Township Emergency Services Building – Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

And hereby waive and release our construction lien rights against such Property for labor / materials provided through **August 31, 2017**; together with All previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is UNCONDITIONAL having received the actual payment in the amount of:
Six thousand, three hundred-eighteen and 90 / 100 dollars
$ 6,318.90

Company Julian Concrete
Address 3655 Lake Ann Road
Interlochen, Michigan 49643

Jessica Julian
Signature

Jessica Julian
Print Name and Title

9/25/17
Date

Witness

9/25/17
Date

Paid RCI CK # 2405 09/20/2017

PARTIAL UNCONDITIONAL WAIVER

I/We have an agreement with **RCI | Richter Construction, Inc.** to provide **Subcontract Labor / Labor Services** for the improvement to the property described as:

Whitewater Township Emergency Services Building – Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

And hereby waive and release our construction lien rights against such Property for labor / materials provided through **August 25, 2017**; together with All previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is UNCONDITIONAL having received the actual payment in the amount of:
Two thousand, forty-seven and No / 100 dollars
$ 2,047.00

Company Northwoods Construction, LLC
Address 6723 S. M-66
Mancelona, Michigan 49659

Signature

Richard Grady
Print Name and Title

9-22-17
Date

Witness

9/27/17
Date

Paid RCI CK # 2388 08/31/2017

PARTIAL UNCONDITIONAL WAIVER

I/We have an agreement with **RCI | Richter Construction, Inc.** to provide **Subcontract Labor / Labor Services** for the improvement to the property described as:

Whitewater Township Emergency Services Building – Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

And hereby waive and release our construction lien rights against such Property for labor / materials provided through **September 22, 2017**; together with All previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is UNCONDITIONAL having received the actual payment in the amount of:
Eleven thousand, eight hundred fifty-six and 50 / 100 dollars
$ 11,856.50

Company Northwoods Construction, LLC
Address 6723 S. M-66
Mancelona, Michigan 49659

Signature

Rich Grady
Print Name and Title

9-22-17
Date

Witness

9/22/17
Date

Paid RCI CK # 2422 09/22/2017

PARTIAL UNCONDITIONAL WAIVER

I/We have an agreement with **RCI | Richter Construction, Inc.** To provide **Excavation, Site Development and Fire Suppression Water Services** for the improvement to the property described as:

Whitewater Township Emergency Services Building – Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

And hereby waive and release our construction lien rights against such Property for labor / materials provided through **August 31, 2017**; together with All previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is unconditional, having received the actual payment in the amount of:
Thirty-one thousand, two hundred thirty-four and No / 100 dollars
$ 31,234.00

Company N.W. Michigan Contracting
Address PO Box 6914
Traverse City, Michigan 49696

Mary Ann Kassel
Signature

Mary Ann Kassel Office Mgr
Print Name and Title

9-21-17
Date

Witness

9/21/17
Date

Paid RCI CK # 2414 09/20/2017

PARTIAL UNCONDITIONAL WAIVER

I/We have an agreement with **RCI | Richter Construction, Inc.** To provide **Mechanical Plumbing, Natural Gas Extension and HVAC Services – Rough and Finish** for the improvement to the property described as:

Whitewater Township Emergency Services Building – Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

And hereby waive and release our construction lien rights against such Property for labor / materials provided through **August 31, 2017**; together with All previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is unconditional, having received the actual payment in the amount of:
Thirteen thousand, fifty and No / 100 dollars
$ 13,050.00

Company Temperature Control, Inc.
Address 1623 Northern Star Drive
Traverse City, Michigan 49696

Dennis Bezile, Controller
Signature

Dennis Bezile, Controller
Print Name and Title

03/20/17
Date

Witness

03/20/17
Date

Paid RCI CK # 2415 09/20/2017

PARTIAL UNCONDITIONAL WAIVER

I/We have an agreement with **RCI | Richter Construction, Inc.** To provide **General Construction and Building Materials** for improvement to the property described as:

Whitewater Township Emergency Services Building – Rural Fire Station # 3
8380 Old M-72, Williamsburg, Michigan 49690

Property ID # 28-13-004-058-00

And hereby waive and release our construction lien rights against such Property for labor / materials provided through **August 25, 2017**; together with All previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is unconditioned having received the actual payment in the amount of:
Five thousand, fifty-one and 37 / 100 dollars
$ 5,051.37

Company Northern Building Supply, LLC
Address 1701 W. South Airport Road
Traverse City, Michigan 49686

Dawn M Kewald
Signature

Dawn M. Kewald
Print Name and Title

9/20/17
Date

Kim Brown
Witness

9-20-17
Date

Paid RCI CK # 2408 09/20/2017

Ron Popp

From: Robert Shugart <bobshugart@gmail.com>
Sent: Monday, October 02, 2017 1:58 PM
To: Ron Popp; Tim Arbenowske; Nicholas Carpenter
Subject: Ordinance
Attachments: Whitewater Township Fire Department Ordinance revision 10-1-17.docx

Ron

Attached is a preliminary ordinance that the team has put together, please review and discuss with the town board. the wording that is in red is changes we made versus the MTA sample.

We still need to work on the policy file, which we have started on and a budget which I am assuming the board would have some of that work already started.

bob

Whitewater Township Fire Department Ordinance

Ordinance Number 2017-###

An ordinance to establish the Whitewater Fire Department; to provide for the basic organizational structure of the fire department; to delegate broad management authority and responsibility to the fire department Chief; to provide standards of accountability of the Chief and other department personnel to the Township Board; to and repeal any parts or portions of ordinances inconsistent herewith.

The Township of Whitewater, Grand Traverse County, Michigan, ordains:

Section 1: Scope, Purpose and Intent

1.1 Authority: This ordinance is adopted pursuant to the authority granted the Township Board under the Police and Fire Protection Act, Public Act 33 of 1951, as amended, (MCL 41.801, *et seq.)*

1.2 Purpose: The purpose of this ordinance is to establish the Whitewater Township Fire Department; to establish jurisdiction and authority of the Township Board over personnel selection; to establish authority to adopt rules and regulations for the conduct of personnel and maintenance of equipment; to employ and appoint a Chief, firefighters and officers, and to prescribe the powers and duties of fire department volunteers and employees.

Section 2: Geographic Coverage Area

The Whitewater Township Fire Department shall be responsible for providing services to the entire geographic boundaries of Whitewater Township.

The fire department shall restrict its delivery of emergency services to the geographic area described in this section, and to other jurisdictions with which the Township Board has negotiated and entered into mutual aid agreements. Notwithstanding this rule, exception can be made in the event of an emergency request for service, on a case-by-case basis, by the Chief or appointed delegate to another agency or municipality that does not have prior mutual aid agreements.

Section 3: Scope and Level of Services

Consistent with appropriations and budget authorization, the Whitewater Township Fire Department is authorized to provide to the citizens of Whitewater Township the following programs and services;

a. Fire Suppression
b. Fire Education
c. Fire Prevention
d. Fire Code Enforcement
e. Emergency Medical Services to the level individually trained
f. Water Rescue
g. Hazmat Operations
h. Traffic and Crowd Control
i. High Angle Rescue
j. Confined Space Rescue
k. And other dangerous condition that may arise as allowed under public act 207

Section 4: Basic Organizational Structure

4.1 Chain of Command: The Whitewater Township Fire Department shall be actively supervised and managed by a department Chief appointed by the Township Board. To ensure continuity of command and appropriate incident supervision, the Township Board authorizes the following officer positions which shall be subordinate to the Chief, and which creates the following chain of command in descending order of authority:

Assistant Chief
Captain
Lieutenant
Safety Officer
Firefighters

4.**2 Job Descriptions:** With the advice and assistance of the Chief, the Township Board shall develop and approve job descriptions for each of these positions.

4.3 Selection: Officers and firefighters shall be selected based on experience, training, qualifications, and who would best perform the duties associated with providing fire protection to the citizens of Whitewater Township. The selection shall be made as described in the department policy file and the Township Board shall have the final approval of those appointments.

4.4 Temporary Appointment: Temporary officers may be appointed by the senior officer present at any emergency to ensure the continuity of the chain of command. Such temporary appointments shall terminate when the officer with the given responsibility becomes available.

4.5 Each command officer shall be responsible for ensuring subordinates complete their assigned orders.

Section 5: Fire Department Finances

5.1 The Township Board shall approve an annual appropriation for the operation and maintenance of the department and its equipment, and for that purpose shall have the authority to use general funds, to initiate the creation of a special assessment district and levy assessments, sell bonds, establish user fees, or raise revenues in any other manner provided for the operation and maintenance of the department; it shall provide for payment of any debts incurred incidental to its continued operation; it shall purchase necessary equipment, and/or construct public buildings for uses incidental to the maintenance and operation of a fire department

5.2 The Township Board shall have two financial accounts, which shall separate between operational and capital funding.

Section 6: Fire Department Rules and Regulations

The Township Board shall establish rules and regulations for the operations of the department and the care of the equipment through adoption of general policies, and the Fire Chief shall prepare and enforce specific procedures consistent with such policies.

Section 7: At-Will Status

Notwithstanding anything contained herein to the contrary, all fire department personnel are at-will employees of the Township.

Section 8: Chiefs Duties

8.1 Appointment: The Township Board shall appoint a Chief who shall be the chief operational and administrative officer of the department. The Chief shall be accountable to the Township Board for the efficient and effective operation of the department, and for the department's compliance with all state laws and administrative rules, township ordinances, and policies. The Chief shall serve at the pleasure of the Board.

8.2 Duties:

a. The Chief shall develop written administrative rules to increase the efficiency and effectiveness of the department, including pre-planning and post-incident critiques, regulations, as well as assigning and scheduling of personnel, and shall submit to the Township Board plans for the long-range needs of the department.

b. The Chief shall be familiar with state and federal laws that impact on fire department operations, and shall develop written rules and regulations, and issue orders consistent with, applicable federal and state laws and administrative rules. Noncompliance of applicable state and federal laws and regulations shall be promptly reported to the Township Supervisor

c. The Chief shall maintain a current copy of MIOSHA (Michigan Occupational Safety and Health Act) General Industry Safety Standards and shall develop written policies and procedures to ensure compliance. The Chief shall promptly inform the Township Board of any procedure or equipment that is not in compliance with any MIOSHA General Industry Safety Standard and shall recommend board actions to achieve compliance.

d. The Chief shall review all personnel and operating problems that are not resolved at the department level with the Township Supervisor and shall report department activities monthly to the Township Board. A written report on department activities shall be filed annually with the Township Board

e. As needed, the Chief shall notify the Township Supervisor of major problems or issues that require board action. When such problems must be resolved immediately and it is impractical or will endanger the health, safety or welfare of the Township to wait until the next board meeting to resolve the issue, the Township Supervisor shall be empowered to resolve the issue or problem, subject to the subsequent report of the action to the Township Board.

f. The Chief shall hold regular department informational and training meetings.

g. The Chief may incur expenditures against the department budget as appropriated by the Township Board. The Chief will monitor the unencumbered balances remaining in the department budget and shall make timely recommendations for budget amendments at such time as the need for such amendments become known. The department's expenditures shall not exceed the amounts appropriated. Capital outlay purchases that exceed $500.00 shall conform to the Township Purchasing Policy regarding written quotes and competitive bidding. The Chief shall use the Township procurement system for financial transactions and purchases.

h. The Chief shall also be responsible for the following:

i. Supervise the extinguishment of all fires that endanger the health, safety, and welfare of Whitewater Township

ii. Enforce Township burning ordinances

iii. Ensure that all personnel are trained and qualified for the duties that they are expected to fulfill

iv. Ensure that fire prevention programs are conducted.

v. Ensure that all department equipment and buildings are properly maintained and in good working order.

vi. Ensure that all department personnel comply with departmental and board rules, regulations and policies.

Section 9. Firefighters

9.1. Status of Employees: The Department is presently staffed by on-call firefighters, who receive compensation for their services. Each firefighter shall be considered an employee of the Township to the extent they are providing services and performing duties on behalf of the Department, and are therefore afforded the protection of the Township with respect to worker's compensation and the Township's governmental immunity to the extent a governmental function is being performed.

9.2 Qualification and Hiring: Applicants for vacant firefighter positions shall be of good character, possess a good driving record, and shall be screened by a physician of the township board's choice and at township expense. The physician's examination shall determine if the applicant is physically fit and has the ability to perform assigned emergency operations. The physician will identify pre-existing physical conditions that would preclude the applicant from performing the duties associated with firefighting.

9.3 Probationary Status: All firefighters shall serve an initial probationary period for a period of not less than one year. At the discretion of the chief, the probationary period may be extended.

a. Probationary status shall continue, at a minimum, until the firefighter successfully completes the State of Michigan's Firefighter 1 & 2 examination or the National Firefighter 1 & 2 examination.
b. At the conclusion of the minimum probationary period, the Chief may recommend that a probationary firefighter that has met all of the qualifications contained in the firefighter job description be given permanent firefighter status by the Township Board. The Chief shall also recommend to the Township Board the dismissal of any firefighter who does not or cannot meet the qualifications to be a firefighter and reasons for such recommendation.
c. A probationary firefighter shall be entitled to all compensation and benefits afforded to permanent firefighters, but shall be restricted to perform only those duties for which he/she has been specifically trained and qualified. A probationary firefighter shall not be issued department insignia or badges. Probationary firefighters shall not use emergency signal devices on their private vehicles.

10. Training

10.1 The Chief shall develop a regular schedule of in-house training classes, including an attendance requirement for all department personnel. The schedule shall specify the type, amount and frequency of training to properly handle the inherent risks of firefighting and other emergency incidents. The Chief shall ensure that a record of each firefighter's participation and skill mastery is maintained. Employees shall be trained before they are permitted to perform emergency operations. The Chief shall ensure that qualified individuals deliver in-house instruction.

10.2 The Chief shall require that all firefighters have achieved and maintained all certifications required by state or federal law or rule to perform fire suppression, emergency medical services, or other services performed by the department.

Section 11. Safety

11.1 The Chief shall be familiar with the provisions of federal and state laws and administrative rules related to employee safety and health regulations, and shall develop written procedures to ensure compliance.

11.2 The Chief shall establish and implement written procedure for emergency operations in compliance with current MIOSHA regulations. The written procedures shall include all of the following:

a. Compliance with a nationally recognized incident management system that will be implemented at each emergency.

b. A personnel accountability system that will be implemented at each emergency.

c. Applicability to all employees who are operating at the emergency.

d. Initial training and annual refresher training in emergency operations and the incident management system.

e. Procedures that are in accordance with the "two in/two out" rules as found in the provisions of current MIOSHA standards.

f. A trained employee shall function as the incident commander at each emergency.

g. The Township Board shall have previously deputized firefighters who direct traffic at the site of an emergency as traffic officers.

Section 12. Disciplinary Procedure

12.1 Violations of this ordinance, other board rules, department administrative regulations, or convictions of a felony shall subject any personnel involved to disciplinary proceedings.

12.2 The Chief upon good cause shown shall document a violation, or when a violation occurs in his/her presence. The Chief shall provide a copy of the written reprimand to an alleged violator. The written reprimand shall state the rule that was allegedly violated, the nature of any disciplinary action taken, and the consequences of any further recurrences.

12.3 Disciplinary action may range from a reprimand to a suspension, demotion, or dismissal, or a combination of any of the above, depending on:

a. Seriousness of the violation.

b. Consequences to the safety of others by the violation.

c. Potential harm to the department or the Township

d. Prior record of the individual.

e. The degree of wantonness, if any, of the act.

12.4 Dismissal of a firefighter shall be a decision of the Township Board upon the recommendation of the Fire Chief following a hearing by the Township Board if requested by the firefighter. Such hearing may be conducted in closed session if requested by the firefighter who is subject to dismissal.

12.5 Any disciplinary action other than dismissal may be appealed to the Township Board, which shall affirm, deny, or modify the disciplinary action taken by the Chief.

12.6 The Township Board may, on its own initiative, bring disciplinary charges against any fire department personnel. Disciplinary action initiated by the Township Board shall follow the above procedures, except that the responsibilities designated above to the Chief shall be performed by the Township Board.

12.7 In addition to such administrative rules that may be promulgated by the Chief, theft of property owned by the Township, or theft of property committed while performing duties of a firefighter, or other actions that are violations of state or federal penal codes, shall be cause for dismissal.

12.8 Firefighters shall not respond to emergencies, meetings or training sessions while under the influence of alcohol or any controlled substances.

Section 13. Compensation

Compensation to firefighters shall be in such amounts as may be determined from time to time by the Township Board. The department shall keep accurate records that indicate the amount of compensable time served by all personnel. The time records shall be submitted monthly to the Township Board, and all such time slips shall be signed by the department personnel designated on the time slip.

Section 14. Public Contact

14.1 The Fire Chief, or his/her designee, may release facts regarding fires or other emergencies to the news media. The Chief or his/her designee shall speak to the media on behalf of the department. All other personnel shall refer all media inquiries requiring a statement on behalf of the department to the Chief or the designee.

14.2 Department personnel shall not, in connection with department activities or functions, make statements or writings that constitute libel or slander; which would impede a law enforcement investigation or compromise the presumption of innocence until proven guilty; or which would deny any person due process.

14.3 Members of the public will be allowed in the fire station only when accompanied by a member of the department. All department personnel will always treat the public courteously and professionally.

Section 15. Emergency Responses

15.1 When responding to emergencies, all personnel will drive emergency vehicles with appropriate concern for the safety of the public and defensive driving. Use of emergency signals on vehicles shall be considered a request for the right of way from other drivers.

15.2 The Fire Chief shall establish written regulations regarding the use of emergency signal equipment of Township-owned and personal vehicles.

Section 16. Department Equipment

16.1 Protective equipment shall be worn when engaged in firefighting in any enclosed structure, or outdoors when warranted.

16.2 Lost or damaged equipment shall be reported as soon as possible to an officer. Township property shall be disposed of only with the prior approval of the Township Board. All department-issued equipment shall be returned to the Chief upon terminating employment with the department.

Section 17. Use of Fire Station

17.1 The Fire Department facilities of the Township and the Fire Department's vehicles and equipment shall not be utilized for private use. Only the Fire Department's vehicles and equipment may be kept at the Fire Station.

17.2 Fire Department facilities. Alcohol and controlled substances shall not be brought onto the Fire Department premises.

Section 18. Soliciting Donations

All revenues solicited in the name of the Whitewater Township Fire Department shall be deposited with the Township Treasurer. Such funds will be disbursed by the Township Board.

The personnel of the Whitewater Township Fire Department are authorized to incorporate a tax-exempt charitable organization that shall be known as "Whitewater Township Fire Department, Inc.". The purpose of the organization shall be to provide for the social development of personnel and the betterment of the fire services protection in the Township. The organization shall be incorporated under the laws of the State of Michigan, with bylaws approved by the Township Board.

Section 19. Savings Clause

Should any court of competent jurisdiction declare any portion of this ordinance unenforceable, the remainder of this ordinance shall remain in full force and effect unaffected by the portion that might be so declared to unenforceable.

Section 20. Publication and Effective Date

20.1 This Ordinance shall be published in a newspaper of general circulation in Whitewater Township and shall become effective thirty (30) days after publication.

20.2 This ordinance shall take effect on _____. All ordinances in conflict herewith are hereby repealed.

This Ordinance is hereby declared to have been adopted by the Township Board of Whitewater, Grand Traverse County, Michigan at a Regular meeting thereof duly called and held on _____.

_____ _____

Supervisor Clerk

New Business

LONG LAKE TOWNSHIP
GRAND TRAVERSE COUNTY, MICHIGAN

ORDINANCE NO. 145

TOWNSHIP FIRE RESCUE DEPARTMENT ORDINANCE

ADOPTED: NOVEMBER 10, 2015

EFFECTIVE: JANUARY 1, 2016

An ordinance to provide that the Long Lake Township Board may establish the Long Lake Township Fire Rescue department; to provide for the basic organizational structure of said fire department; to delegate broad management authority and responsibility to the fire department Chief; to provide standards of accountability of the Chief and other department personnel to the Township Board; and to repeal any parts or portions of ordinances inconsistent herewith.

LONG LAKE TOWNSHIP,

GRAND TRAVERSE COUNTY, MICHIGAN,

ORDAINS:

SECTION 1
SCOPE, PURPOSE AND INTENT

This ordinance is adopted pursuant to the authority granted the Township Board under the Police and Fire Protection Act, Public Act 33 of 1951, as amended, (MCL 41.801, et seq.).

The purpose of this ordinance is to recognize the Long Lake Township Fire Rescue (herein "Fire Rescue"); to establish jurisdiction and authority of the Township Board over Fire Rescue, including personnel selection; to establish authority to adopt rules and regulations for the conduct of personnel and maintenance of equipment; to employ and appoint a Chief, firefighters and officers; and to prescribe the powers and duties of Fire Rescue volunteers and employees.

SECTION 2
GEOGRAPHIC COVERAGE AREA

Long Lake Township Fire Rescue shall be responsible for providing services to the entire geographic boundaries of Long Lake Township.

Fire Rescue shall restrict its delivery of emergency services to the geographic area described in this section, and to other jurisdictions with which the Township Board has negotiated and entered into mutual aid or automatic aid agreements.

SECTION 3
SCOPE AND LEVEL OF SERVICES

Consistent with appropriations and budget authorization, Fire Rescue is authorized to provide to the citizens of Long Lake Township, the following programs and services:

1. Fire Suppression;
2. Fire Prevention and Emergency Preparedness Education;
3. Fire Prevention and Code Enforcement;
4. Emergency Medical Services (non-transport) at the minimum level of Medical First Response with Automatic Defibrillator;
5. Vehicle Crash Rescue and Extrication;
6. Surface Water and Ice Rescue;
7. Hazardous Materials Incident Response at the Operational Level;
8. Disaster response planning and recovery coordination; and
9. Citizens assistance calls at the discretion of the Chief and policy direction

SECTION 4
BASIC ORGANIZATIONAL STRUCTURE

Fire Rescue shall be actively supervised and managed by a Chief appointed by the Township Board. To ensure continuity of command and appropriate incident supervision, the Township Board authorizes the following officer positions which shall be subordinate to the Chief, and which creates the following chain of command in descending order of authority:

Assistant Chief
Captain
Lieutenant
Firefighters

The above chain of command may be changed at the discretion of the Chief and with approval of the Township Board. With the advice and assistance of the Chief, the Township Board shall develop and approve job descriptions for each of these positions. The Township Board, with the advice of the Chief, shall fill these positions.

Officers and firefighters shall be selected based on experience, training, and qualifications, and who would, at the Township Board's discretion, best perform the duties associated with providing fire protection to the citizens of Long Lake Township.

Temporary officers may be appointed by the senior officer present at any emergency to ensure the continuity of the chain of command. Such temporary appointments shall terminate when the officer with the given responsibility becomes available.

Each command officer shall be responsible for seeing that subordinates carry out orders.

SECTION 5
FIRE DEPARTMENT FINANCES

The Township Board shall approve an annual appropriation for the operation and maintenance of Fire Rescue and its equipment, and for that purpose shall have the authority to use general funds, to initiate the creation of a special assessment district and levy assessments, to sell bonds, establish user fees, or raise revenues in any other manner provided for under law,

including requesting millage funds on vote of the electorate for the operation and maintenance of Fire Rescue; it shall provide for payment of any debts incurred incidental to its continued operation; it shall purchase necessary equipment, and/or construct public buildings for uses incidental to the maintenance and operation of Fire Rescue.

SECTION 6
FIRE DEPARTMENT RULES AND REGULATIONS

The Township Board shall establish rules and regulations for the operations of Fire Rescue and the care of the equipment through adoption of general policies, and the Chief shall prepare and enforce specific procedures consistent with such policies.

SECTION 7
CHIEF DUTIES

The Township Board shall appoint a Chief who shall be the chief administrative officer of Fire Rescue. The Chief shall be accountable to the Township Board for the efficient and effective operation of Fire Rescue, and for its compliance with all federal and state laws, administrative rules, township ordinances and policies. The Chief shall serve at the pleasure of the Board.

The Chief is responsible for developing, and revising as necessary, written administrative rules to increase the efficiency and effectiveness of Fire Rescue, including pre-planning and post-incident critiques, regulations, as well as assigning and scheduling of personnel, and shall submit to the Township Board plans for the long-range needs of Fire Rescue.

The Chief shall be familiar with state and federal laws that impact on fire department operations, and shall develop written rules and regulations, and issue orders consistent with, applicable federal and state laws and administrative rules. Noncompliance of applicable state and federal laws and regulations shall be promptly reported to the Township Supervisor.

The Chief shall maintain a current copy of MIOSHA (Michigan Occupational Safety and Health Act) General Industry Safety Standards and shall develop written policies and procedures to ensure compliance. The Chief shall promptly inform the Township Board of any procedure or equipment that is not in compliance with any MIOSHA General Industry Safety Standard and shall recommend board action(s) necessary or feasible to achieve compliance.

The Chief shall review all personnel and operating problems that are not resolved at the department level with the Township Supervisor and shall report department activities monthly to the Township Board. A written report on department activities shall be filed annually with the Township Board.

As needed, the Chief shall notify the Township Supervisor of major problems or issues that require board action. When such problems must be resolved immediately and it is impractical or will endanger the health, safety or welfare of the Township to wait until the next board meeting to resolve the issue, the Township Supervisor shall be empowered to resolve the issue or problem in consultation with the Chief, subject to the subsequent report of the action to the Township Board.

The Chief shall hold regular department informational and training meetings.

The Chief may incur expenditures against the department budget as appropriated by the Township Board. The Chief will monitor the unencumbered balances remaining in the department budget and shall make timely recommendations for budget amendments at such time as the need

for such amendments becomes known. The department's expenditures shall not exceed the amounts appropriated. Capital outlay purchases that exceed limits established by the Township Board shall conform to Township policy regarding written quotes and competitive bidding.

The Chief shall also be responsible for those duties set forth in the specific job description, as may be amended from time to time by the Township Board.

SECTION 8
FIREFIGHTERS

The number of firefighters allowed on the roster may be limited by the Township Board, based on recommendations of the Chief and nationally recognized standards of good practice.

Applicants for vacant firefighter positions shall be of good character (without felony conviction), possess a good driving record, and submit to a comprehensive background history investigation. Applicants shall be screened by a physician of the township board's choice and at township expense. The physician's examination shall determine if the applicant is physically fit and have the ability to perform assigned emergency operations in accordance with the essential job functions of the position description. The physician will identity pre-existing physical conditions that would preclude the applicant from performing the duties associated with firefighting and emergency operations.

All new firefighters shall serve an initial training and observation (probationary) period for not less than six months, and not more than two years. At the discretion of the chief, with approval from the Township Board the training and observation period may be extended or reduced based upon credentials or experience.

Probationary status for new firefighters shall continue, at a minimum, until the firefighter successfully completes the required coursework and licensure as noted in the Policies and Procedures Manual.

At the conclusion of the minimum training and observation period, the Chief may recommend that a probationary firefighter that has met all of the qualifications contained in the firefighter job description be given firefighter status and sworn in by the Township Board. The Chief shall also recommend to the Township Board the dismissal of any firefighter who does not or cannot meet the qualifications to be a firefighter and reasons for such recommendation.

SECTION 9
TRAINING

The Chief shall develop a regular schedule of training classes, including an attendance requirement for all department personnel. The schedule shall specify the type, amount and frequency of training to be provided to fire service personnel necessary to assure that all employees are adequately trained to properly handle the inherent risks of firefighting and other emergency incidents. The Chief shall ensure that a record of each firefighter's participation and skill mastery is maintained. Employees shall be trained before they are permitted to perform emergency operations. The Chief shall ensure that qualified individuals deliver instruction.

The Chief shall require that all firefighters have achieved and maintained all certifications required

by state or federal law or rule to perform fire suppression, emergency medical services, or other services performed by the department.

SECTION 10
SAFETY

The Chief shall be familiar with the provisions of federal and state laws and administrative rules related to employee safety and health regulations, and shall develop written procedures to ensure compliance.

The Chief shall establish and implement written procedure for emergency operations in compliance with current Michigan Occupational Safety and Health Administration (MIOSHA) regulations. The written procedures shall include all of the following:

a) Compliance with a nationally recognized incident management system that will be implemented at each emergency; a trained employee shall function as the incident commander at each emergency;

b) A personnel accountability system that will be implemented at each emergency with applicability to all personnel who are operating at the emergency;

c) Initial training and annual refresher training in emergency operations and the incident management system;

d) Procedures that are in accordance with the applicable rules as found in the provisions of current MIOSHA standards relating to firefighting, including, but not limited to, the "two in/two out" rules, respiratory protection, blood borne pathogen protection, hazardous materials response, and general occupational safety;

SECTION 11
DISCIPLINARY PROCEDURE

The Chief shall recommend to the Township Board policies and procedures for the good order and discipline of the department, and the Township Board shall adopt policies and procedures it sees fit for the proper operations of the department.

Violations of this ordinance, other Township Board rules, department administrative regulations or procedures, or convictions of a felony shall subject any personnel involved to disciplinary proceedings. These proceedings shall follow the current adopted procedures of the Township.

In addition to such administrative rules that may be promulgated by the Chief, theft of property owned by the Township, or theft of property committed while performing duties of a firefighter, or other actions that are violations of state or federal penal codes, shall be cause for dismissal.

SECTION 12
COMPENSATION

Fire Rescue personnel shall be compensated as may be determined annually by the Township Board. Fire Rescue shall keep accurate records that indicate the amount of compensable time

served by all personnel. The time records shall be submitted bi-weekly to the Township Clerk for payment, and all such time slips shall be signed by the Officer or designated Person in Charge of the incident or event.

SECTION 13
PUBLIC CONTACT

The Chief, or his/her designee, may release facts regarding fires or other emergencies to the news media. The Chief or his/her designee shall speak to the media on behalf of Fire Rescue. All other personnel shall refer all media inquiries requiring a statement on behalf of Fire Rescue to the Chief or the designee.

Fire Rescue personnel shall not, in connection with department activities or functions, make statements or writings that constitute libel or slander; which would impede a law enforcement investigation or compromise the presumption of innocence until proven guilty; or which would deny any person due process.

Members of the public may be allowed in the fire station only when accompanied by a member of the department. All department personnel will always treat the public courteously and professionally.

SECTION 14
EMERGENCY RESPONSES

Fire Rescue shall not respond to or participate in any incident outside the jurisdiction unless a formal request has been initiated, and responses will be made in accordance with the adopted mutual and automatic aid agreements.

When responding to emergencies, all personnel will drive private and emergency vehicles with appropriate concern for the safety of the public and defensive driving.

SECTION 15
DEPARTMENT EQUIPMENT AND VEHICLES

The Township Board shall provide the necessary equipment, vehicles, and apparatus to conduct the services indicated in this ordinance, based on recommendations from the Chief and nationally recognized standards.

The Chief shall develop policies and procedures for use, operation, and maintenance of all department vehicles and equipment. Vehicles and equipment will only be utilized in the performance of official Township or Fire Rescue business. Fire Rescue equipment shall not be loaned or borrowed for private use.

The Chief shall determine the appropriate level of personal protective equipment required, and set policies to ensure its use and care in accordance with state and federal regulations and nationally recognized standards.

Personal protective equipment shall be worn when engaged in firefighting, rescue, hazardous materials, and emergency medical incidents as indicated by the department policies and

procedures. Protective equipment worn shall be Township issued, or approved by the Chief for use at emergency incidents. Lost or damaged equipment shall be reported as soon as possible to an officer.

Fire Rescue uniforms, badges, emblems and insignia are property of the Township, and shall only be worn or utilized by sworn members of Fire Rescue and on official department business.

Township property shall be disposed of only with the prior approval of the Township Board. All department-issued equipment shall be returned to the Chief upon terminating employment with the department.

SECTION 16
DEPARTMENT BUILDINGS AND FACILITIES

The number of buildings, stations, and other support facilities shall be determined by the Township Board, based on recommendations of the Chief and nationally recognized standards of good practice.

The Chief shall ensure that all department buildings and facilities are properly maintained, and shall report to the Township Board any facility or building needs. The Chief shall set policies and procedures for the use and care of department buildings and facilities.

SECTION 17
SOLICITING DONATIONS

All fundraising activities shall have the prior approval of the Township Board, and all revenues solicited in the name of Fire Rescue shall be deposited with the Township Treasurer. Such funds will be disbursed by Treasurer, upon receiving a warrant signed by the Clerk, following audit and approval by the Township Board.

Any fund raising activities on behalf of the department, yet not solicited in the name of the Township or the Fire Rescue, shall be conducted by a tax-exempt organization that has been designated as a 501(c)(3) charity by the Internal Revenue Service.

SECTION 18
SAVINGS CLAUSE

Should any court of competent jurisdiction declare any portion of this ordinance unenforceable, the remainder of this ordinance shall remain in full force and effect unaffected by the portion that might be so declared to be unenforceable.

SECTION 19
EFFECTIVE DATE

This ordinance shall take effect on January 1, 2016. All ordinances in conflict herewith are hereby repealed.

LONG LAKE TOWNSHIP
Carol Hoffman, Clerk
8870 North Long Lake Rd
Traverse City, MI 49685

Ron Popp

From: Ron Popp <supervisor@whitewatertownship.org>
Sent: Monday, October 02, 2017 4:37 PM
To: Robert Shugart; Nick Carpenter (elkrapids@gmail.com); Tim Arbonowske (arbot@att.net)
Subject: FW: Red 3 budget
Attachments: 2017-18 Red 3 Proposed Budget discussion document 9-18-2017.pdf

Bob,

Here is a document for discussion purposes that could become a budget. The Board has looked at a version and I have forwarded this to Nick and Time for their review and input. Please let me know if you have any questions.

Thank you,

Ron Popp
Whitewater Township Supervisor
5777 Vinton Road, P.O. Box 159
Williamsburg, Michigan 49690
231.267.5141 X 23
supervisor@whitewatertownship.org

From: Ron Popp [mailto:supervisor@whitewatertownship.org]
Sent: Monday, September 18, 2017 4:00 PM
To: Tim Arbonowske (arbot@att.net); Nick Carpenter (elkrapids@gmail.com); supervisor@whitewatertownship.org
Subject: Red 3 budget

Gentlemen,

Here is a document I provided to the Whitewater Township Board during our budget talks for 2017/2018 fiscal year. The document is an identical representation of Rural Fire's actual budget, adjusted downward for number of personnel, equipment maintenance costs and other items (one station). The budget details about 60K worth of paid time in the station divided between three (3) different job descriptions, Chief, Deputy Chief, and Safety Officer. This is of course beyond current training time and stipends.

I did make one change at line item 977.002, this is where we figure replacement costs for equipment. Based on the 2017 Metropolitan Appraisal for Station 3 we have about 1.3 million worth of equipment. Very loosely figured, if we divided 1.3 million by 20 years, the length of time we should keep our equipment, Whitewater Township should be setting about $65K aside every year for replacement equipment. The good news is we have been doing that for a while and we have about $305K set aside for Fire Cap Improvement. The remodel/expansion will take about $200K of that so we are kind of starting at ground zero again, hence the change.

Bottom line on page nine (9) of the document, you will see we need to be at just under 1.4 mills for fire department assessment to balance the budget, we are currently at 1.0000. Budgeting is not an exact science and this offering is designed to be a discussion piece moving forward. Also moving our direction, if we start our own department, is the amount of extra time that someone (possible chief) will have to put in during the year so we can get a budget process, an HR process, and other process we likely have not thought of yet together.

Thanks in advance for looking at this material and providing comments. I appreciate everyone's efforts.

Ron

Red 3 2017/2018 Proposed Budget for Discussion

Millage Rate		**0.72**	**0.72**	**0.72**		**1.000**
ACCOUNT		**2015**	**2016**	**2017**		**2018**
NUMBERS	**DESCRIPTION**	**APPROVED**	**APPROVED**	**APPROVED**	**2017 YTD**	**Proposed**
600.002	**FIFE LAKE**	51,181	52,913	55,046	0	0
600.003	**GRANT**	28,166	30,489	0	0	0
600.004	**GREEN LAKE**	169,708	180,652	0	0	0
600.005	**LONG LAKE**	325,087	0	0	0	0
600.006	**MAYFIELD**		0	0.00	0	0
600.007	**PARADISE**	104,390	110,132	96,599	0	0
600.008	**SPRINGFIELD**	34,469	36,308	41,171	0	0
600.009	**UNION**	11,863	12,616	14,464	0	0
600.010	**WHITEWATER**	97,100	104,086	103,298	0	179,452
	TOWNSHIP CONTRIBUTIONS	821,964	527,196	310,578	0	179,452
610.001	**MAYFIELD TWP. FIRE SERVICE**	13,000	13000	13,390	0	0
610.002	**BLAIR TOWNSHIP - FIRE SERVICE**	4000		0	0	0
664.000	**INTEREST EARNED**	1,000	200	100	0	100
670.000	**FIRE REPORTS AND MISC. REFUNI**	7,000	3,000	20,000	0	5,000
670.001	**DONATIONS**	200	100	100	0	100
	FEDERAL GRANTS					
	SALE OF USED EQUIPMENT			160000	0	0
	TRANSFER FROM PUBLIC IMPROV	50,000	0	0		0
	TRANSFER FROM GRANT FUND	45000		0		0
	TOTAL OTHER REVENUES	120,200	16,300	193,590	0	5,200
	GRAND TOTAL	942,164	543,496	504,168	0	184,652

EXPENDITURES ACCOUNT NUMBER	DESCRIPTION	2015 APPROVED	2016 APPROVED	2017 APPROVED	2017 YTD	2018 Proposed	
702.001	Administrator/CEO			0		0	
702.600	Captains & Lts Stipends		9000	7,500	0	5,000	What Roles will these people take on ?
702.651	Fire Chief	84,360	84,360	80,000	0	30,000	Create new Job Description focused on Operations of the appartus, fire inspections, training and advisory role in HR. Reports to the Board. 24 hrs/week station duty required. Responds as needed to scenes. Recieves 5K/year towards health insurance
702.653	Station Training Compensationi	45,000	17,050	20,000	0	7,612	45K /65 personnel = 692.00 each is what was spent on training with the orginal members. This number reflects 11 personnel
702.800	Administrative Assistant	35,000	31,400	35,000	0	15,000	Create new Job description, must be filed with responding personnel. 16 hours/wk@$18.00/hr. to assist Chief with collection of records, reports, payroll documents and is resposible for filing such with the Township Clerk for storage.
702.900	Longevity Secetary						
702.950	Accountant	11,700	16,036	11,700	0	0	
703.800	Vol. Firefighter Stipend	24,000	21,000	12,000	0	5,500	2016/83 x Avg of 55/call Project 100 calls 2018
703.801	Long Lake Twp. Stipend Reimb.	18,000	0	0			

EXPENDITURES		2015	2016	2017		2018	
		APPROVED	APPROVED	APPROVED	2017	Proposed	
ACCOUNT NUMBER	DESCRIPTION				YTD		
705.800	Assistant Fire Chief/Health Safety	25,000	0	52,000		15,000	New position, job description detailing inspection of commercial facilities consistant with the International Fire Code and assisting Chief with health/safety/record keeping. 16 hrs per week @ $18.00 /hr.
705.900	Recruitment Officer					0	
715.000	Personal Day Pay - Secetary					0	
716.500	Fica/Medicare Admin/CEO	6,120	0	0	0	0	
716.501	Fica/Medicare Fire Chief	1,912	6,285	5,960	0	2,235	
716.502	FICA/ Medicare - Station Training	2,678	1,270	1,490	0	567	
716.503	Fica/Medicare - Admin. Asst.		2,339	2,608	0	1,118	
716.503.1	Fica/Medicare - Accountant.		1,195	872	0	0	
716.504	Fica/Medicare - Asst. Chief		0	3,874	0	1,118	
716.505	Fica/Medicare Recruitment Officer		0	0	0	0	
716.001	Health Insurance Admin/CEO		0	0	0	0	
716.002	Health Insurance - Admin. Ass't	5,000	4,264	5,000	0	0	
716.003	Health Insurance - Fire Chief					5,000	
716.004	Health Insurance - Asst. Chief					0	
716.005	Health Insurance - Recruitment Officer					0	
716.006	Health Insurance - Accountant			0	0	0	

EXPENDITURES		2015	2016	2017		2018	
		APPROVED	APPROVED	APPROVED	2017	Proposed	
ACCOUNT NUMBER	DESCRIPTION				YTD		
719.000	Retirement - Chief	9,448	9,448	0	0	0	
719.001	Retirement - Admin/CEO			0	0	0	
719.002	Retirement - Admin. Assistant			0	0	0	
719.003	Retirement - Accountant			0	0	0	
719.003	Retirement - Asst. Chief			0	0	0	
719.005	Retirement - Recruitment Officer			0	0	0	
719.800	Workers Comp - Chief Class 9410	1,000	2,001	1,897	0	711	2.00/100 1.54 experience rate 23% agency discount
719.801	Worker Comp Admin. Ass't Class 9410	50	50	830	0	356	2.00/100 1.54 experience rate 23% agency discount
719.802	Worker Comp Captain & Lts, Station Training, & VOL. Stipends Class unknown			4,595	0	2,107	9.81/100 +1.54 Experience rate less 23% agency discount
719.803	Worker Comp Asst Chief/Health Safety Officer Class 9410			1,233	0	356	2.00/100 1.54 experience rate 23% agency discount
719.804	Worker Comp Admin/CEO Class 8810			0	0	0	.30/100 +1.54 Experience rate less 23% agency discount
719.805	Worker Comp Admin Asst. Class 9410		744.6824	830	0	356	2.00/100 1.54 experience rate 23% agency discount
719.806	Worker Comp Recruitment Officer Class 9410			0	0	0	2.00/100 1.54 experience rate 23% agency discount
719.807	Worker Comp Accountant Class 8810		57	42	0	0	.30/100 +1.54 Experience rate less 23% agency discount
	Cost Control Total Personnel	273,298	206,499	247,430	0	92,035	

EXPENDITURES		2015	2016	2017		2018	
		APPROVED	APPROVED	APPROVED	2017	Proposed	
ACCOUNT NUMBER	DESCRIPTION				YTD		
727.000	OFFICE SUPPLIES	3,200	1,000	1,000	0	400	
730.000	POSTAGE	900	500	500	0	120	
742.000	PHYSICAL EXAMS	30,000	16,875	12,000	0	4,400	11 personnel and 400 per physical
742.001	SCBA	1,500	500	400	0	400	
742.002	EXTINGUISHERS REFILLS	500	200	300	0	75	
743.000	OTHER SUPPLIES	6,500	2,000	3,200	0	1,200	
743.001	FOAM	4,000	1,500	3,500	0	1,200	
743.002	OFFICE MNT. CONTRACTS	500	500	2,000	0	2,000	
745.000	FF TURN OUT GEAR	25,000	10,000	10,000	0	7,150	1 personnel a cost of 6500.00 per turnout gear set Max life span of 10 years. 11 people x 6500.00 /10 years = 7150.00
745.001	FF UNIFORMS AND ACCESS.	5,000	3,000	3,000	0	1,500	
748.000	FUEL, OIL, GREASE	25,000	20,000	15,000	0	4,000	
760.000	MEDICAL SUPPLIES	4,000	500	100	0	100	
	SUPPLIES	106,100	56,575	51,000	0	22,545	
801.000	LEGAL SERVICES	15,000	5,000	7,500	0	7,500	First year
810.001	DUES	1,000	500	300	0	300	
818.000	STATION COMPENSATIONS			0		0	
818.002	Consulting Fees			0	0		
818.003	TREASURER'S WAGES	625	0	200	0	0	
818.000	HAZMAT SUPPORT CITY OF TC	5,000	4,000	3,000	0	3,000	
818.005	AUDIT SERVICES	3,000	3,000	3,000	0	0	
850.000	TELEPHONE SERVICES	4,000	2,000	2,000	0	900	
860.000	DEPUTY CHIEF						
	CONTRACTUAL SERVICES	28,625	14,500	16,000	0	11,700	

EXPENDITURES		2015 APPROVED	2016 APPROVED	2017 APPROVED	2017 YTD	2018 Proposed	
ACCOUNT NUMBER	DESCRIPTION						
909.000	ADVERTISING	1,000	250	500	0	500	
910.000	INSURANCES	55,000	36,000	31,831	0	8,000	Work Comp Not Included in this number
920.000	HEATING - ADMIN BUILDING	1,500	0	0	0	2,500	
921.000	ELECTRIC/WATER ADMIN.	1,500	0	0	0	3,400	
922.000	GROUND MAINT. - ADMIN.	1,500	0	0	0	3,100	Lawn and Snow
923.000	BUILDING MAINT. ADMIN.	6,000	5,000	1,000	0	6,000	Including Cleaning
932.000	EQUIPMENT REPAIR & MAINT.	12,000	8,000	7,500	0	4,000	This is for non vehicle emergcy equipment repairs
932.001	RADIO REPAIR & MAINT.	5,000	3,500	1,000	0	2,000	Repairs of 800 system only covered for 1 year
932.002	SAFETY EQUIPMENT REPAIR	700	500	1,750	0	1,750	
934.000	VEHICLE REPAIR/MAINT.	75,000	40,000	45,000	0	33,000	Bid work - Drop emergecny vehicle plus
934.001	PUMP TESTING	4,000	3,000	2,250	0	1,000	
934.002	DOT VEHICLE INSPECTIONS	2,800	2,000	2,500	0	1,000	Bid work - Drop emergecny vehicle plus
934.003	LADDER INSPECTIONS	1,000	1,000	1,000	0	400	
934.004	HOSE TESTING	7,000	5,250	4,500	0	2,000	
956.004	WATER LINE MNT.			0	0	0	
943.000	OFFICE SPACE RENT ADMIN.	19,203	5,000	5,000	0	0	per year to the hosting township
943.001	STATION RENTAL - TOWNSHIP	40,000	32,000	24,000	0	0	
956.000	EMPLOYEE TRAINING & EDUCATIC	30,000	24,000	16,000	0	5,100	Took 2015 expense divide by 65 personnel = 462 per person x by 11
956.001	COMPUTER ON LINE SERVICE	10,000	9,000	8,000	0	2,000	2000 annually perstation - This is too expensive
956.002	RESCUE SUPPLIES	1,000	400	100	0	100	no expense 2014
956.002	EDUCATION SUPPLIES	10,000	0	0	0	0	1500 expense 2014
956.006	BLAIR TWP. FIRE SERVICE	5,000	0	0	0	0	
956.007	VILLAGE OF BUCKLEY FIRE SERVICE	7,038	7,622	0	0	0	
	TOTAL C/C OPERATIONS	296,241	182,522	151,931	0	75,850	

EXPENDITURES		2015 APPROVED	2016 APPROVED	2017 APPROVED	2017 YTD	2018 Proposed	
ACCOUNT NUMBER	DESCRIPTION						
977.000	MACHINERY & EQUIPMENT	24,000	20,000	5,000	0	2,500	All of these accounts should be a sinking fund for
977.002	EQUIPMENT REPLACEMENT			60,000	0	45,000	equipment replacement. Based on Metropolitan's
977.005	RADIO EQUIPMENT	5,000	5,000	0	0	1,000	2017 appraisals Red 3 has about 1.3 million in
977.006	OFFICE EQUIPMENT	5,000	1,000	0	0	200	assetswith the expection of turn out gear and scba
977.007	MEDICAL EQUIPMENT	0	0	0	0	0	figure a 20 year replacement of equipment. @
977.008	RESCUE EQUIPMENT	48,000	10,000	0	0	0	65K/year. Turnout gear is calulated at line item
977.001	VEHICLES	48,000	39,000	0	0	10,000	745.000
	CAPITAL OUTLAY	130,000	75,000	65,000	0	58,700	
977.007	INTEREST EXPENSE	2,854	0	0	0		
990.000	DEBT PAYMENT - PRINCIPAL	152,474	0	0	0	0	No debit we should pay it off
992.000	CONTINGENCY	10,000	13,938	23,060	0	10,000	This account should remain
	GRAND TOTAL EXPENDITURES	999,592	549,034	554,421	0	270,830	
	GRAND TOTAL REVENUE	942,164	543,496	504,168	0	184,652	
	GRAND TOTAL EXPENDITURES	999,592	549,034	554,421	0	270,830	
	ANNUAL SURPLUS (LOSS)	(57,428)	(5,538)	(50,253)	0	(86,178)	

2017 Assessment Section - Using 2016 Actual Taxable Vaules

	2015 Taxable Value	% of District	13-14-15 Runs	% of District	2010 Population	% of District
Fife Lake		0.00%		0.00%		0.00%
		0.00%	0	0.00%	0	0.00%
		0.00%	0	0.00%	0	0.00%
Paradise		0.00%		0.00%		0.00%
Springfield		0.00%		0.00%		0.00%
Union		0.00%		0.00%		0.00%
Whitewater	190,168,489	100.00%	66	100.00%	2,597	100.00%
Totals	190,168,489	100.00%	66	100.00%	2,597	100.00%

Distribution of Assessment

	1/3 Taxable Value	1/3 Runs	1/3 Population	PROJECTED 2017 Township Costs without using fund balance
Fife Lake	0		0	0
Grant	0	0	0	0
Green Lake	0	0	0	0
Paradise	0		0	0
Springfield	0		0	0
Union	0		0	0
Whitewater	184,807	184,807	184,807	554,421
Totals				554,421

Millage Rated needed to balance budget 2.9154216

2018 Proposed Assessment Section Using 2016 Taxable Value +3%

	2015 Taxable Value	% of District	13-14-15 Runs	% of District	2010 Population	% of District
Fife Lake		0.00%		0.00%		0.00%
Grant	0	0.00%	0	0.00%	0	0.00%
Green Lake	0	0.00%	0	0.00%	0	0.00%
Paradise		0.00%		0.00%		0.00%
Springfield		0.00%		0.00%		0.00%
Union		0.00%		0.00%		0.00%
Whitewater	195,873,543	100.00%	66	100.00%	2,597	100.00%
Totals	195,873,543		66		2,597	100.00%

Distribution of Assessment

	1/3 Taxable Value	1/3 Runs	1/3 Population	Rural Proposed 2018 Township Costs
Fife Lake	0	0	0	0
Grant	0	0	0	0
Green Lake	0	0	0	0
Paradise	0	0	0	0
Springfield	0	0	0	0
Union	0	0	0	0
Whitewater	90,277	90,277	90,277	270,830
Totals				270,830

Millage Rated Needed to Balance Budget 1.3826763

2018 Proposed .85 Mill Assessment Section Using 2016 Taxable Value +3%

	2016 Taxable Value	% of District	13-14-15 Runs	% of District	2010 Population	% of District
Fife Lake		0.00%		0.00%		0.00%
Grant	0	0.00%	0	0.00%	0	0.00%
Green Lake	0	0.00%	0	0.00%	0	0.00%
Paradise		0.00%		0.00%		0.00%
Springfield		0.00%		0.00%		0.00%
Union		0.00%		0.00%		0.00%
Whitewater	195,873,543	100.00%	66	100.00%	2,597	100.00%
Totals	195,873,543		66		2,597	100.00%

2018 Proposed .85 Mill generates: $166,493 Proposed Millage Rate 0.85

Distribution of Assessment Proposed .85 Mill

	1/3 Taxable Value	1/3 Runs	1/3 Population	2018 Proposed Township Costs
Fife Lake	$0	0	$0	0
Grant	0	0	0	0
Green Lake	0	0	0	0
Paradise	$0	0	0	0
Springfield	0	0	0	0
Union	0	0	0	0
Whitewater	55,498	55,498	55,498	166,493
Totals				166,493

MTA Sample Fire Run Charges (Cost Recovery) Ordinance

MTA Sample Fire Run Charges (Cost Recovery) Ordinance
(Word)

An ordinance to establish cost-recovery charges and exemptions for fire department and other emergency services under Public Act 33 of 1951, as amended (MCL 41.801, *et seq*.), and to provide methods for collecting those charges.

THE TOWNSHIP OF _____, _____ COUNTY, MICHIGAN, ORDAINS:

Section 1: Purpose
This ordinance is adopted to enable the Township to bill for and collect cost recovery charges from those receiving direct benefits from the fire protection and other emergency services provided by the Township. It is the further purpose of the ordinance to provide for full funding of the Township's fire protection and other emergency services which remain, in part, an at-large governmental expense based upon the general benefits derived by all property owners within the Township.

Section 2: Cost-Recovery Charges
The following charges are due and payable to the Township from a recipient of any of the following listed fire protection and other emergency services from the Township:

A. Grass fire $_____

B. Rubbish fire $_____

C. Automobile fire $_____

D. House fire $_____

E. Fire in a commercial establishment $_____

F. Fire in an industrial or manufacturing establishment $_____

G. Fire in a multiple-family building $_____

H. Hotel or motel fire $_____

I. Aircraft fire $_____

J. Train fire $_____

K. Truck fire $_____

L. Forest fire $_____

M. Emergency rescue service $_____

N. Resuscitator service $_____

O. Swimming pool service $_____

P. Downed power line or other non-HAZMAT public utility hazard response $_____

Q. Other services not specifically listed $_____

Section 3: Time for Payment for Run
All of the foregoing charges are due and payable within 30 days from the date the service is rendered and, in default of payment, are collectible through proceedings in district court or in any court of competent jurisdiction as a matured debt.

Section 4: Exemptions
The following properties and services are exempt from the foregoing charges:

- Fire Department Mutual Aid Agreement (Sample)
- Fire Departments and Fire Protection
- Fire Insurance Withholding Program
- General Schedule No. 18 Fire/Ambulance Record Retention Schedule
- International Association of Fire Chiefs
- MDLEG Bureau of Fire Services
- Michigan Association of Fire Chiefs
- Michigan Fire Department Directory
- Michigan Fire Departments
- Michigan Fire Prevention Code
- Michigan Fire Service Directory
- Michigan and Federal Fireworks Regulations
- MSU Extension Firewise website
- National Fire Protection Association
- National Volunteer Fire Council
- Office of Fire Fighter Training
- Outdoor and Open Burning

A. False alarms

B. Fires caused by railroad trains, which are the specific statutory responsibility of railroad companies

C. Fire involving Township buildings, grounds and/or property

D. Fire or other emergency service performed outside the jurisdiction of the Township, unless the township and the other municipalities have each adopted an ordinance to impose fees for fire and emergency service runs within their respective territories under MCL 41.806a.

Section 5: Collection of Charges
The Township may proceed in district court by suit to collect any monies remaining unpaid from a responsible party and shall have any and all other remedies provided by and subject to law for the collection of said charges.

Section 6: Non-Exclusive Charge

The foregoing rates and charges are not the only charges that may be made by the Township for the costs and expenses of providing fire protection and other emergency services. Charges may additionally be collected by the Township through general taxation after a vote of the electorate approving the same or by a special assessment established under the applicable Michigan statutes. General fund appropriations may also be made to cover such additional costs and expenses of providing fire protection and other emergency services.

Section 7: Multiple Property Protection
When a particular fire protection or other emergency service rendered by the Township directly benefits more than one person or property, the owner of each property so benefited, and each person so benefited where property protection is not involved, is liable for the payment of the full charge for such service. The interpretation and application of this section is delegated to the Township Fire Chief, subject only to appeal, within the time limits for payment, to the Township Board and shall be administered so that charges shall only be collected from the recipients of the service.

- Part 74 of MIOSHA General Industry Safety Standards
- Police and Fire Protection Act, Public Act 33 of 1951, MCL 41.801, et seq.
- Sample Burning Ordinances
- MTA Sample Fire Run Charge Ordinance
- MTA Sample Ordinance Establishing Fire Department Structure, Responsibilities and Accountability
- Social Media (including sample policies)
- U.S. Fire Administration, Homeland Security
- Volunteers

Section 8: Severability
If any provision or part of this ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the validity or enforceability of the balance of the ordinance is not affected and remains in full force and effect.

Section 9: Effective Date

This ordinance has immediate effect. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

The purpose of this sample ordinance is to provide a suggested guideline for the types of items that should be included within an ordinance. Certainly, no sample ordinance should be used unless, after careful review, it is the professional judgment of your legal counsel that using the sample will accomplish the particular objectives and intentions of your township. Although these sample ordinances are the result of much thought and effort, neither the authors nor the Michigan Townships Association assumes any responsibility for the results of using these samples word-for-word in individual cases.

NOTES: Jurisdiction: *Attorney General Opinion 7180 of 2005 states that, "A municipal ordinance imposing fees for fire service runs adopted pursuant to MCL 41.806a may only be applied within the territory of that municipality. In order for participating townships acting jointly with a village to impose fees for fire service runs within their respective territories, each must adopt its own authorizing ordinance under MCL 41.806a.*

OAG No. 7180 also states, "Section 6a of the Act explicitly authorizes the "legislative bodies *of municipalities acting jointly" to provide emergency fire service to adopt ordinances for the collection of fees for these services. MCL 41.806a. (Emphasis added.) No provision of the Act authorizes one municipal legislative body to adopt a single fire service fee ordinance that would be effective outside its own territory and into the territories of other participating municipalities through an agreement creating a joint fire board under section 11 of the Act."*

Hazardous materials responses: *In* Howell Township *v.* Rooto Corporation *(258 Mich. App. 470, 2003), where the township sought to recover its costs incurred in responding to a fire and hazardous materials release at the Rooto plant, the Michigan Court of Appeals held that the township ordinance was in direct conflict with Part 201 of the Natural Resources*

and Environmental Protection Act (NREPA), MCL 324.20101, et seq.

Part 201 relieves a property owner from liability if the release was caused solely by an act or omission of a third party. Part 201 also provides a property owner with an opportunity to seek contribution from another potentially liable party, and the court can consider the relative degree of responsibility of each of the parties.

The Rooto *decision has not yet been clarified by subsequent litigation or legislation, and hazardous materials ordinances that do not, at a minimum, contain provisions similar to Part 201 are likely invalid. As a result, this sample ordinance does not address hazardous material incident fees.*

The third-party defense provided in the NREPA will, in some instances, significantly complicate or even thwart the process of recovering hazardous materials incident-related costs. MTA Legal Counsel suggest that townships seeking cost recovery for a hazardous materials incident consult with their township attorney to determine whether it may be prudent to pursue reimbursement under the NREPA, rather than invoking a local hazardous materials cost recovery ordinance.

Created on Tuesday, July 31, 2012

MTA Volunteer Fire Department

P.O. Box 1234
Nowhere, MI 54321

Volunteer Firefighter Application

MTA Volunteer Fire Department is an equal opportunity employer and will not unlawfully discriminate on the basis of race, color, sex, religion, national origin, age, marital or veteran status, the presence of a medical condition or handicap, height, weight or any other protected status.

Before completing this application, please review the minimum requirements for this position. If you qualify for this position, fill out the remaining application and return to _____.

Minimum Requirements:

Age: A minimum of 18 years of age.

Residence: Applicant, if hired, is required within 30 days of appointment to maintain their residence within ____ miles of the nearest township border.

Physical Condition: Excellent physical condition is required. No physical defects, handicaps, or disabling illness that will affect performance of general fire fighter.

Knowledge, Skills and Abilities: Possess a valid state motor vehicle operator's license; ability to act quickly and calmly in emergencies; ability to understand and carry out oral and written instructions; good powers of observation; emotional stability; good general and social intelligence; ability to prepare routine reports; ability to deal courteously but firmly with the public; no police record in compliance with _____ policy; and ability to work long hours and to withstand the physical strain of firefighting.

Examples of Work: Operates firefighting equipment in connection with extinguishing fires and saving lives; assists in keeping equipment and apparatus clean, in good working condition, and ready for use at all times; assists in keeping the station and living quarters in a clean and orderly condition. These duties are intended to describe the general nature and level of work to be performed by a fire fighter and are not to be construed as an exhaustive list of all job duties.

Examinations and Screenings*: Applicants must submit proof of successful completion of an agility test at time of application, pass a physical, hearing, vision examination and drug screening to be considered for appointment, and complete an oral interview to evaluate the candidates personal characteristics and potential ability in the position, and the quality and applicability of his/her training and experience.

All applicants will be subject to a background investigation and driving record review.

*Tests would be at no cost to the applicant.

PERSONAL

Application Date: _____

Name

Address: _____

Social Security Number:_____ Telephone Number:

Are you 18 years or older?_____

Have you been previously employed here?

Supervisors Name:_____

Have you filed and application before?_____ If yes, date(s):

List any friends or relatives working here:_____

Do you have a vehicle that you can drive to training sessions and emergencies?

Employment Desired

Position(s) applied for: Date Available to Start Work:

Check the usual times when you would be available to respond to emergencies:

Available Time	Sun	Mon	Tues	Wed	Thur	Fri	Sat
6:00 am to noon							
Noon to 6:00 pm							
6:00 pm to midnight							
Midnight to 6:00 am							

Do you have any special training, skills, qualifications or other experiences that relate to the position(s) applied for?

The reason(s) I am applying for membership in the _____ Fire Department are:

After reviewing the job description of a volunteer firefighter, do you know of any reason why you could not perform the work?

Employers must make accomodations to disabled applicants and employees where the accommodation does not impose an undue hardship on the employer. Under Michigan law only, disabled employees and applicants may request an accommodation of their disability by notifying the employer in writing of the need for accommodation within 182 days of the date the disabled individual knows or should know that an accommodation is needed. This requirement does not apply to an individual's right under the Americans with Disabilities Act. Failure to properly notify the employer may preclude any claim that the employer failed to accommodate the disabled individual.

References (*Do not include relatives or former employers*)

	Name	Address (Street, city, state, zip	Phone Number	Years Acquainted
1				
2				
3				

Experience

Education	High School	Vocational	College	Advanced Education
School				
City/State				
Degree/Area				

Military	Branch	Highest Rank	Dates	Assignment
☐ **None**				
List special/technical training received:				
Are you in the reserves?		If yes, date obligation ends:		

Fire/Rescue	Fire Department	City/State	Highest Rank	Assignment
☐ **None**				

EMS	Department	City/State	Position			
☐ **None**			First Responder ☐	EMT ☐	EMT-IV ☐	Paramedic ☐

Additional Information

Have you ever been convicted of a felony?

Do you have a valid driver's license?

Upon the signing of this application, I represent that all of the information now or hearafter given by me in support of my application is true and complete. I authorize you to verify any of the information concerning my employment, education, criminal history, medical history (post-offer only), or credit history with the appropriate individuals, companies, institutions or agencies, and I authorize them to release such information as you require including my prior disciplinary employment record, without any obligation to give me written notice of such disclosure. I also authorize you to release any information requested by any of my prospective or subsequent employers without any obligation to give me written notice of such disclosure. I heareby release you and them from any liability whatsoever as a result of any such inquires and disclosures. I agree that any false information in support of my application may subject me to discharge at any time during the period of my employment.
I agree that either party may terminate the employment relationship, with or without cause, at any time, and I further agree that this arrangement may only be altered in writing directed to me personally and signed by _____. I agree that I shall be bound by the other rules, policies, regulations, and terms and conditions of employment of the township as they are from time to time changed, and no additional obligations can be imposed on the township except those which have been acknowledged in writing by the township. I hereby authorize the township to deduct from each and every period of my pay any amounts necessary to offset any damages caused by me or the value of property or money entrusted to me by, or owned by me to, the township during the course of my employment.
I agree that any action or suit against the township, its agents or employees, arising out of my employment or termination of employment, including, but not limited to, claims arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred. I waive any limitation periods to the contrary. I further agree that if I should bring any non-statutory action or claim arising out of my employment against the township, in which the township prevails, I will pay to the township any and all such costs incurred by the township in defense of said claims or actions, including attorney fees. I further agree that my employment is conditional until such time as the results of my post-offer physical are known.

Fire Captain Sample Job Description

Answer Center

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Serving as a Board Member

What is a Township?

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Title: Captain
Reports To: Fire Chief
Positions Supervised: Equipment Operator - II, Equipment Operator - I, Paid On-Call Fire Fighters, Reserves
Employment Status: Exempt

BROAD STATEMENT OF RESPONSIBILITIES:

Responsible for acquisition, testing and maintenance of all fire department equipment. Also responsible for managing full time equipment operators and part time fire-fighters.

SPECIFIC DUTIES AND RESPONSIBILITIES:

1. Ensures that all Township fire fighting and medical/rescue equipment are properly maintained and operationally available at all times; establishes policies and procedures regarding proper operation and maintenance of all equipment; prepares and provides Fire Chief various department reports regarding equipment repairs and maintenance.

2. Develops daily work schedule and provides direct supervision for full time equipment operators; ensures that schedules provide adequate staffing and coverage; develops duty roster and schedule for paid on-call and reserve fire-fighters.

3. Researches, evaluates and recommends purchases of new equipment and supplies; submits recommendations to Township Public Safety Committee.

4. Develops standard operating procedures for safe operation of fire fighting equipment and medical/rescue apparatus; maintains policy and procedures for accident and injury reporting; recommends changes regarding policies to Township Fire Department Officer Board; assists at training meetings regarding proper/safe operation of equipment.

5. Oversees tests of all fire fighting equipment and medical/rescue equipment; ensures compliance with established insurance standards; provides reports to Fire Chief and Fire Officer Board regarding test results and corresponding recommendations as applicable.

6. Responds to fire and medical/rescue calls; operates equipment during emergency calls as necessary; ensures fire fighters at scene are operating equipment in a safe manner; oversees clean-up operations and activities after incident calls; assists Township in responding to emergency situations.

7. Assists Fire Chief in providing fire prevention education involving equipment operation/ demonstrations, etc., to constitutes; assists in explaining and enforcing fire ordinances.

8. Performs various other tasks as directed by the Fire Chief.

KNOWLEDGE, SKILLS & ABILITIES:

1. High school diploma required and Associates degree in Fire Science preferred; requires minimum 8 years experience in fire suppression, prevention, training and administration including serving at least 2 years as Lieutenant; knowledge of relevant laws, ordinances, and codes also important.

2. Communication skills to effectively lead fire fighters and to work effectively with Township personnel at all levels; also requires dealing effectively and representing the department with equipment and supply vendors, residents and interacting with the public to obtain necessary information regarding fire/emergency incidents.

3. Organizational, managerial, and leadership skills required; ability to secure and maintain State certifications in Fire Fighter I and II, and medical license as First Responder necessary; certification as Fire Officer II and completion of Haz-Mat training necessary; knowledge of National Fire Protection Agency (NFPA) code, Building Officials Code (BOCA), and comprehensive understanding of modern fire fighting equipment.

4. Ability to work in all weather conditions and occasionally in extremely hazardous conditions; must be able to climb/move ladders and work effectively at scene of emergency which may involve significant physical exertion; valid drivers license and completion of FFTC drivers course or maintains a CDL rating; occasionally requires lifting heavy fire/rescue equipment and supplies weighing minimum 70 pounds.

The above is intended to describe the general content of and requirements for the performance of the position. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements for the position.

Created on Tuesday, July 31, 2012

Fire Chief Sample Job Description

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Serving as a Board Member

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Title: Fire Chief
Reports To: Township Manager
Positions Supervised: Deputy Fire Chief, Captain, Captain - Fire Safety Specialist, Administrative Assistant
Employment Status: Exempt

BROAD STATEMENT OF RESPONSIBILITIES:

Responsible for overseeing administration and all functions related to fire and medical / rescue services provided by the Township through combination full time and paid - on - call force. Responsible for the supervision, evaluation, discipline, and recommending hiring and discharge of all subordinate members of the fire department. Represents Fire Department in meeting and conferring with various local and State committees and community groups.

SPECIFIC DUTIES AND RESPONSIBILITIES:

1. Plans, develops and oversees administrative direction of the Fire Department to ensure safe and efficient operation in carrying out services as determined by the Board of Trustees; establishes standards for performance and safety; ensures that adequate number of qualified personnel are available, trained and properly supervised to fulfill overall responsibilities of the department.

2. Oversees and administers Fire Department activities and functions including recruiting full time and paid on-call fire fighters to ensure the availability of appropriate fire fighters on the staff; ensures fire fighting force has been provided with appropriate equipment, training, supervision and support to serve Township at the highest possible level.

3. Prepares and administers Fire Department's annual budget; monitors budget to ensure adherence to budgetary control; oversees personnel administration function within the department including reviewing time sheets/run sheets, and preparation of monthly payroll for paid on - call staff.

4. Develops long range plans for maintaining effective operations of department; researches, evaluates and recommends acquisition of facilities, fire fighting equipment and supplies; reviews vendors invoices and other bills for purchases of

supplies and equipment

5. Oversees organization, development and scheduling of effective training programs for paid on - call and full- time fire fighters.

6. Responds to fire and medical/rescue calls as necessary and assumes scene command when appropriate; may assist Township in responding to emergency situations.

7. Conducts and/or participates in various department and Township meetings; also represents Township on various Fire Chief/Fire Department committees at State and local level.

8. Represents Fire Department in meeting the public and public speaking engagements.

9 Attends special technical training sessions to maintain and/or enhance knowledge of fire fighting techniques, methodologies, and management skills.

10. Oversees maintenance of site and pre incident planning files; reviews building plans prior to new construction as necessary; directs investigations into causes of fires.

11. Serves as ordinance official regarding noxious weed enforcement; responds to complaints and issues appropriate notices to property owners; follows-up regarding complaint disposition as necessary.

12. Performs other duties and responsibilities as directed by the Township Manager and Board of Trustees.

KNOWLEDGE, SKILLS & ABILITIES:

1. Associates degree in Fire Science required and Bachelors degree preferred; requires 10 years of increasingly greater responsibility in fire suppression, prevention, training and administration; knowledge of State laws relative to labor and Haz-Mat, ordinances, codes and modern fire-fighting techniques and methods also important.

2. Strong interpersonal skills to deal effectively with subordinates, Township personnel at all levels, vendors, representatives from various professional organizations and the general public.

3. Organizational, managerial, administrative and leadership skills required; ability to secure and maintain State certifications in Fire Fighter I and II, and medical license as First Responder necessary; knowledge of National Fire Protection Agency (NFPA) code, Building Officials Code (BOCA), and ordinances associated with areas enforcement responsibility; ability to command fire fighters and equipment in emergency situations.

4. Ability to work in all weather conditions and occasionally in extremely hazardous conditions; must be able to climb ladders and work effectively at scene of emergency; valid drivers license required to travel about Township and elsewhere in serving Township; ability to operate a wide variety of fire fighting equipment and apparatus; also requires manual dexterity to operate computer efficiently; occasionally requires lifting heavy fire/rescue equipment and supplies weighing 50 pounds or more.

The above is intended to describe the general content of and requirements for the performance of the position. It is not to

be construed as an exhaustive statement of duties, responsibilities or requirements for the position.

Created on Tuesday, July 31, 2012

Fire Chief

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Serving as a Board Member

What is a Township?

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Township Laws

If a township has established a fire department, the township board is authorized to employ a chief, fire fighters, and officers as required.

MCL 41.806 requires that, in general law townships, the township board hires the fire chief, fire fighters, and officers.

MCL 42.13 provides that, in a charter township, the supervisor or superintendent may be authorized by the township board to hire a fire chief and fire fighters, subject to the approval of the township board.

A township board may also delegate this authority to a fire administrative board (MCL 41.812).

Public Acts 9 and 10 of 1992 prohibit a member of the township board from serving as fire chief (*unless the township has a population of less than 3,000; PA 196 of 2011*), full-time fire fighter, or person who negotiates with the township on behalf of the firefighters.

A fire chief has statutory authority to perform fire-related duties that is separate from the authority delegated by the township board. The Fire Prevention Code Act, Public Act 207 of 1941, conveys certain specific authority and obligations on fire chiefs, and provides very broad authority to fire chiefs to abate dangerous conditions (MCL 29.7a).

The International Association of Fire Chiefs has promulgated a Fire Chief's Code of Ethics.

Created on Tuesday, July 31, 2012

512 Westshire Dr. | Lansing, MI 48917 | P: 517-321-6467 | F: 517-321-8908 | © 2014, Michigan Townships Association

MTA Sample Fire Department Structure, Responsibilities and Accountability Ordinance

An ordinance to provide that the _____ Township Board may establish the _____ Fire Department; provide for the basic organizational structure of said fire department; delegate broad management authority and responsibility to the fire department Chief; provide standards of accountability of the Chief and other department personnel to the Township Board; and repeal any parts or portions of ordinances inconsistent herewith.

THE TOWNSHIP OF _____, _____ COUNTY, MICHIGAN, ORDAINS:

Section 1: Scope, Purpose and Intent
This ordinance is adopted pursuant to the authority granted the Township Board under the Police and Fire Protection Act, Public Act 33 of 1951, as amended, (MCL 41.801, *et seq.*). (***Charter townships use this language:*** *"This ordinance is adopted pursuant to the authority granted the Charter Township Board under the Charter Township Act, MCL 42.13."*).

The purpose of this ordinance is to provide that the _____ Township Board shall hereby establish the _____ Township Fire Department; to establish jurisdiction and authority of the Township Board over personnel selection; to establish authority to adopt rules and regulations for the conduct of personnel and maintenance of equipment; to employ and appoint a Chief, firefighters and officers, and to prescribe the powers and duties of fire department volunteers and employees.

Section 2: Geographic Coverage Area

The _____ Township Fire Department shall be responsible for providing services to (*describe area, such as, "the entire geographic boundaries of _____ Township"; "sections _____ of _____ Township"; "named sections or the entirety of other named local government entities protected by contract entered into by _____Township Board.")*

The fire department shall restrict its delivery of emergency services to the geographic area described in this section, and to other jurisdictions with which the Township Board has negotiated and entered into mutual aid agreements.

Section 3: Scope and Level of Services
Consistent with appropriations and budget authorization, the _____ Township Fire Department is authorized to provide to the citizens of _____ Township, the following programs and services (*select all that apply*):

1. Fire Suppression

2. Fire Education

3. Fire Prevention and Code Enforcement

4. Emergency Medical Services at the basic, specialist or advanced level (*indicate as appropriate*)

5. Others (*list*)

Section 4: Basic Organizational Structure
The _____ Township Fire Department shall be actively supervised and managed by a department Chief appointed by the Township Board (**option for charter townships:** *appointed by the Township Supervisor/Superintendent with the approval of the Township Board*). To ensure continuity of command and appropriate incident supervision, the Township Board authorizes the following officer positions which shall be subordinate to the Chief, and which creates the following chain of command in descending order of authority:

Assistant Chief

Captain

Lieutenant(s)

Engineers (Sergeants)

- Fire Department Mutual Aid Agreement (Sample)
- Fire Departments and Fire Protection
- Fire Insurance Withholding Program
- General Schedule No. 18 Fire/Ambulance Record Retention Schedule
- International Association of Fire Chiefs
- MDLEG Bureau of Fire Services
- Michigan Association of Fire Chiefs
- Michigan Fire Department Directory
- Michigan Fire Departments
- Michigan Fire Prevention Code
- Michigan Fire Service Directory
- Michigan and Federal Fireworks Regulations
- MSU Extension Firewise website
- National Fire Protection Association
- National Volunteer Fire Council
- Office of Fire Fighter Training
- Outdoor and Open Burning

Firefighters (*Career or on-call*)

With the advice and assistance of the Chief, the Township Board shall develop and approve job descriptions for each of these positions. The Township Board, with the advice of the Fire Chief, shall fill these positions (**option for charter townships:** *the Supervisor/Superintendent shall appoint such persons, subject to the approval of the Township Board*).

Officers and firefighters shall be selected based on experience, training, and qualifications, and who would, at the Township (*Board's/Supervisor's/Superintendent's*) discretion, best perform the duties associated with providing fire protection to the citizens of _____ Township.

Temporary officers may be appointed by the senior officer present at any emergency to ensure the continuity of the chain of command. Such temporary appointments shall terminate when the officer with the given responsibility becomes available.

Each command officer shall be responsible that subordinates carry out orders.

(***Note:*** *there is considerable local discretion and variation among townships as to the department organization, particularly in townships that have more than one station. Larger townships may organize their departments into battalions, which would be reflected in this section*).

Section 5: Fire Department Finances
The Township Board shall approve an annual appropriation for the operation and maintenance of the department and its equipment, and for that purpose shall have the authority to use general funds, to initiate the creation of a special assessment district and levy assessments, sell bonds, establish user fees, or raise revenues in any other manner provided for under law for the operation and maintenance of the department; it shall provide for payment of any debts incurred incidental to its continued operation; it shall purchase necessary equipment, and/or construct public buildings for uses incidental to the maintenance and operation of a fire department.

Section 6: Fire Department Rules and Regulations
The Township Board shall establish rules and regulations for the operations of the department and the care of the equipment through adoption of general policies, and the Fire Chief shall prepare and enforce specific procedures consistent with such policies.

- Part 74 of MIOSHA General Industry Safety Standards
- Police and Fire Protection Act, Public Act 33 of 1951, MCL 41.801, et seq.
- Sample Burning Ordinances
- MTA Sample Fire Run Charge Ordinance
- MTA Sample Ordinance Establishing Fire Department Structure, Responsibilities and Accountability
- Social Media (including sample policies)
- U.S. Fire Administration, Homeland Security
- Volunteers

Section 7: Chief Duties
The Township Board shall* appoint a Chief who shall be the chief administrative officer of the department. The Chief shall be accountable to the Township Board for the efficient and effective operation of the department, and for the department's compliance with all state laws and administrative rules, township ordinances and policies. The Chief shall serve at the pleasure of the Board.
*(***For charter townships***, insert the following clause at the location of the asterisk (*): ... authorize the Township Supervisor/Superintendent, subject to the approval of the Board, to ...)*

The Chief shall develop written administrative rules to increase the efficiency and effectiveness of the department, including pre-planning and post-incident critiques, regulations, as well as assigning and scheduling of personnel, and shall submit to the Township Board plans for the long-range needs of the department.

The Chief shall be familiar with state and federal laws that impact on fire department operations, and shall develop written rules and regulations, and issue orders consistent with, applicable federal and state laws and administrative rules. Noncompliance of applicable state and federal laws and regulations shall be promptly reported to the Township (*supervisor/superintendent/manager*).

The Chief shall maintain a current copy of MIOSHA (Michigan Occupational Safety and Health Act) General Industry Safety Standards and shall develop written policies and procedures to ensure compliance. The Chief shall promptly inform the Township Board of any procedure or equipment that is not in compliance with any MIOSHA General Industry Safety Standard and shall recommend board actions to achieve compliance.

The Chief shall review all personnel and operating problems that are not resolved at the department level with the Township(*Supervisor/Superintendent/Manager*) and shall report department activities monthly to the Township Board. A written report on department activities shall be filed annually with the Township Board.

As needed, the Chief shall notify the Township (*Supervisor/Superintendent/Manager*) of major problems or issues that require board action. When such problems must be resolved immediately and it is impractical or will endanger the health, safety or welfare of the Township to wait until the next board meeting to resolve the issue, the Township (*Supervisor/Superintendent/Manger*) shall be empowered to resolve the issue or problem, subject to the subsequent report of the action to the Township Board.

The Chief shall hold regular department informational and training meetings.

The Chief may incur expenditures against the department budget as appropriated by the Township Board. The Chief will monitor the unencumbered balances remaining in the department budget and shall make timely recommendations for budget amendments at such time as the need for such amendments become known. The department's expenditures shall not exceed the amounts appropriated. Capitol outlay purchases that exceed $_____ shall conform to Township policy regarding written quotes and competitive bidding.

The Chief shall also be responsible for the following:

1. Supervise the extinguishment of all fires that endanger the health, safety and welfare of _____ Township.

2. Enforce Township burning ordinances. (*if applicable*)

3. Ensure that all personnel are trained and qualified for the duties that they are expected to fulfill.

4. Ensure that fire prevention programs are conducted.

5. Ensure that qualified personnel conduct fire inspections and that the fire prevention code adopted by the township board is fairly and effectively enforced. (*if applicable*)

6. Ensure that all department equipment and buildings are properly maintained and in good working order.

7. Ensure that all department personnel comply with departmental and board rules, regulations and policies.

Section 8: Firefighters

Applicants for vacant firefighter positions shall be of good character, possess a good driving record, and shall be screened by a physician of the township board's choice and at township expense. The physician's examination shall determine if the applicant is physically fit and have the ability to perform assigned emergency operations. The physician will identity pre-existing physical conditions that would preclude the applicant from performing the duties associated with firefighting.

All firefighters shall serve an initial probationary period for a period of not less than six months. At the discretion of the chief, the probationary period may be extended.

Probationary status shall continue, at a minimum, until the firefighter successfully completes the State of Michigan's Firefighter I examination (*or, in the case of full time firefighters, the Firefighter II examination*).

At the conclusion of the minimum probationary period, the Chief may recommend that a probationary firefighter that has met all of the qualifications contained in the firefighter job description be given permanent firefighter status by the Township Board. The Chief shall also recommend to the Township Board the dismissal of any firefighter who does not or cannot meet the qualifications to be a firefighter and reasons for such recommendation.

A probationary firefighter shall be entitled to all compensation and benefits afforded to permanent firefighters, but shall be restricted to perform only those duties for which he/she has been specifically trained and qualified. A probationary firefighter shall not be issued department insignia or badges. Probationary firefighters shall not use emergency signal devices on their private vehicles.

Section 9: Training

The Chief shall develop a regular schedule of in-house training classes, including an attendance requirement for all department personnel. The schedule shall specify the type, amount and frequency of training to be provided to fire service personnel necessary to assure that all employees are adequately trained to properly handle the inherent risks of fire fighting and other emergency incidents. The Chief shall ensure that a record of each firefighter's participation and skill mastery is maintained. Employees shall be trained before they are permitted to perform emergency operations. The Chief shall ensure that qualified individuals deliver in-house instruction.

The Chief shall require that all firefighters have achieved and maintained all certifications required by state or federal law or rule to perform fire suppression, emergency medical services, or other services performed by the department.

Section 10: Safety

The Chief shall be familiar with the provisions of federal and state laws and administrative rules related to employee safety and health regulations, and shall develop written procedures to ensure compliance.

The Chief shall establish and implement written procedure for emergency operations in compliance with current MIOSHA regulations. The written procedures shall include all of the following:

a) Compliance with a nationally recognized incident management system that will be implemented at each emergency

b) A personnel accountability system that will be implemented at each emergency

c) Applicability to all employees who are operating at the emergency

d) Initial training and annual refresher training in emergency operations and the incident management system

e) Procedures that are in accordance with the "two in/two out" rules as found in the provisions of current MIOSHA standards.

f) A trained employee shall function as the incident commander at each emergency

g) The Township Board shall have previously deputized firefighters who direct traffic at the site of an emergency as traffic officers.

Section 11: Disciplinary Procedure
Violations of any this ordinance, other board rules, department administrative regulations, or convictions of a felony shall subject any personnel involved to disciplinary proceedings.

The Chief upon good cause shown shall document a violation, or when a violation occurs in his/her presence. The Chief shall provide a copy of the written reprimand to an alleged violator. The written reprimand shall state the rule that was allegedly violated, the nature of any disciplinary action taken, and the consequences of any further recurrences.

Disciplinary action may range from a reprimand to a suspension, demotion or dismissal, or a combination of any of the above, depending on:

1. Seriousness of the violation

2. Consequences to the safety of others by the violation

3. Potential harm to the department or the Township

4. Prior record of the individual

5. The degree of wantonness, if any, of the act

Dismissal of a firefighter shall be a decision of the township board upon the recommendation of the Fire Chief following a hearing by the Township

Board if requested by the firefighter. Such hearing may be conducted in closed session if requested by the firefighter who is subject to dismissal.

Any disciplinary action other than dismissal may be appealed to the Township Board, which shall affirm, deny, or modify the disciplinary action taken by the Chief.

The Township Board may, on its own initiative, bring disciplinary charges against any fire department personnel. Disciplinary action initiated by the Township Board shall follow the above procedures, except that the responsibilities designated above to the Chief shall be performed by the Township Board.

In addition to such administrative rules that may be promulgated by the Chief, theft of property owned by the Township, or theft of property committed while performing duties of a firefighter, or other actions that are violations of state or federal penal codes, shall be cause for dismissal.

Firefighters shall not respond to emergencies, meetings or training sessions while under the influence of alcohol or any controlled substances.

Section 12: Compensation
Compensation to firefighters shall be in such amounts as may be determined from time to time by the Township Board. The department shall keep accurate records that indicate the amount of compensable time served by all personnel. The time records shall be submitted monthly to the Township Board for payment, and all such time slips shall be signed by the department personnel designated on the time slip.

Section 13: Public Contact
The Fire Chief, or his/her designee, may release facts regarding fires or other emergencies to the news media. The Chief or his/her designee shall speak to the media on behalf of the department. All other personnel shall refer all media inquiries requiring a statement on behalf of the department to the Chief or the designee.

Department personnel shall not, in connection with department activities or functions, make statements or writings that constitute libel or slander; which would impede a law enforcement investigation or compromise the presumption of innocence until proven guilty; or which would deny any person due process.

Members of the public will be allowed in the fire station only when accompanied by a member of the department. All department personnel will always treat the public courteously and professionally.

Section 14: Emergency Responses
When responding to emergencies, all personnel will drive emergency vehicles with appropriate concern for the safety of the public and defensive driving. Use of emergency signals on vehicles shall be considered a request for the right of way from other drivers.

Use of emergency signal equipment shall be permitted only when the department has been officially dispatched to an emergency.

The Fire Chief shall establish written regulations regarding the use of emergency signal equipment on Township-owned and personal vehicles.

Section 15: Department Equipment
Protective equipment shall be worn when engaged in firefighting in any enclosed structure, or outdoors when warranted.

Lost or damaged equipment shall be reported as soon as possible to an officer. Township property shall be disposed of only with the prior approval of the Township Board. All department-issued equipment shall be returned to the Chief upon terminating employment with the department.

Section 16: Use of Fire Station
Only Township-owned vehicles and equipment may be kept at the fire station. Department equipment shall not be borrowed for private use. Private vehicles must be parked in designated areas only. Alcohol and controlled substances shall not be brought into the fire station.

Section 17: Savings Clause
Should any court of competent jurisdiction declare any portion of this ordinance unenforceable, the remainder of this ordinance shall remain in full force and effect unaffected by the portion that might be so declared to be unenforceable.

Section 18: Effective Date
This ordinance shall take effect on _____. All ordinances in conflict herewith are hereby repealed.

The purpose of this sample ordinance is to provide a suggested guideline for the types of items that should be included within an ordinance. Certainly, no sample ordinance should be used unless, after careful review, it is the professional judgment of your legal counsel that using the sample will accomplish the particular objectives and intentions of your township. Although these sample ordinances are the result of much thought and effort, neither the authors nor the Michigan Townships Association assumes any responsibility for the results of using these samples word-for-word in individual cases.

Volunteers

Answer Center

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Many townships use volunteers for a variety of township programs and services. Generally, we think of volunteers as individuals who are donating their time and efforts, for little or no pay.

Creating a Community: Volunteers Make the Difference, *Michigan Township News,* September 2005 (PDF)

From an employment law standpoint, however, a township, as an employer, must be careful not to improperly classify employees as volunteers.

For example, most fire fighters, even on-call fire fighters, are actually employees, not "bona fide" volunteers. It's an important distinction, because under the federal Fair Labor Standards Act, the township, as the employer, has additional legal responsibilities that apply to employees. The question of whether a position is a volunteer or employee position can impact a township's obligations under laws such as the Family Medical Leave Act or Affordable Care Act, and Michigan's wage and hour laws.

Court Rules Volunteer Firefighters are Employees

Quick Links

- ADA Information and Technical Assistance
- Civil Rights
- Employee Wage and Hour Information (MTA webpage)
- Employment Issues
- Federal Fair Labor Standards Act Information
- IRS--Federal, State and Local Governments
- Michigan Employment Relations Commission (LARA)
- Michigan Public Employment Labor Relations Association
- Michigan Department of Civil Rights

The U.S. 6th Circuit Court of Appeals ruled in August 2013 that "volunteer" firefighters (on call) who are paid substantial wages, not nominal fees, are employees, not volunteers, for purposes of the FLSA and FMLA. In this case, the city paid an hourly wage for responding to calls that equaled the hourly wage paid by neighboring departments to full-time firefighters. In a 2-1 decision in *Paul Mendel v City of Gibraltar*, the court reversed the district court's summary judgment for the City and remanded the matter for further proceedings.

HR 101: Solving the Employee Classification Puzzle, *Michigan Township News*, Jan/Feb 2010 (PDF)

Fair Labor Standards Act, May 2011 (PDF)

U.S. Department of Labor Fair Labor Standards Act Assistance page

29 CFR Part 553, Subpart B - Volunteers (Code of Federal Rules on Cornell University Legal Information Institute website)

U.S. Department of Labor Wage and Hour Division web portal

U.S. Department of Labor opinion FLSA2008-15, December 18, 2008, Application of FLSA to volunteer firefighter stipends (PDF)

U.S. Department of Labor opinion FLSA2006-28, August 7, 2008, Guidance under FLSA on "nominal fee" for volunteers of a public agency and volunteering for same type of service at same agency (PDF)

Created on Tuesday, July 08, 2014

- Michigan Occupational Safety and Health Administration
- Michigan Wage and Hour Program (LARA website)
- Minimum Wage (MTA webpage)
- PA 312 of 1969 (Compulsory Arbitration for Police and Fire)
- Payment of Wages and Fringe Benefits Act, PA 390 of 1978, MCL 408.471, et seq.
- Public Employment Relations Act
- Right to Work
- Social Security Online--State and Local Government Employers
- Township Civil Service Commission
- Township Civil Service System Act
- U.S. Department of Labor
- U.S. Equal Employment Opportunity Commission
- Workplace Poster Information

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On-Call Fire Departments: The Township Board's Responsibilities *Purchase MTA publication*

Sign up for FEMA "Coffee Break Training" email fact sheet subscription

Three-part "HR 101" series of firefighter compensation:

- *Part 1:* Compensating fire chiefs
- *Part 2:* No 'bona fide' volunteers? A reality check on the economic realities test
- *Part 3:* Firefighters, overtime and the Fair Labor Standards Act

Firefighters and Fundraising, MTA Fact Sheet

Plan fire safety interventions for older citizens

The Centers for Disease Control and the U.S. Fire Administration have created a program to help plan and implement fire safety interventions for older adults. The Fire-Safe Seniors program uses home assessments, smoke alarm installation, education, and follow-up to ensure a comprehensive approach to fire prevention. A free toolkit is available to help communities implement the program.

Court Rules Volunteer Firefighters are Employees

The U.S. 6th Circuit Court of Appeals ruled in August 2013 that "volunteer" firefighters (on call) who are paid substantial wages, not nominal fees, are

Quick Links

- Bureau of Fire Services
- Congressional Fire Services Institute
- Department of Homeland Security
- Emergency Services to Municipalities Act, Public Act 57 of 1988, MCL 124.601, et seq.
- Emergency and Disaster Management
- FEMA - National Incident Management System
- FEMA Fire Management Assistance Grant Program
- Fire Administrative Board
- Fire Chief
- Fire Department Mutual Aid Agreement (Sample)

employees, not volunteers, for purposes of the FLSA and FMLA. In this case, the city paid an hourly wage for responding to calls that equaled the hourly wage paid by neighboring departments to full-time firefighters. In a 2-1 decision in *Paul Mendel v City of Gibraltar*, the court reversed the district court's summary judgment for the City and remanded the matter for further proceedings.

Fire Protection

Regardless of a township's population or size in square miles, fire protection is probably the most visible service that townships provide. Today there are nearly 1,100 fire departments throughout Michigan's cities, villages, townships and counties, most of them centrally located within a township.

The legal authority to provide fire protection comes from the Police and Fire Protection Act, Public Act 33 of 1951 (MCL 41.801, *et seq.*), which authorizes townships to own and operate a fire department; purchase or contract for fire protection; jointly operate a fire department; and purchase and maintain fire protection equipment.

While many townships hire full-time firefighters and other fire department employees, most townships also rely on "paid on-call" fire fighters. The following resources will assist townships in hiring on-call firefighters; considering all the issues to consider when operating a fire department; developing policies and procedures:

On-Call Firefighter MTA Sample Employment Application

Township Fire Departments: Handling the Heat (.pdf) *Michigan Township News, October 2004*
10 Keys to Fire Department Success (.pdf) *Michigan Township News, August 1998*
Are You Prepared? Emergency Management for Townships (.pdf) *Michigan Township News, September 2003*
Developing Effective Standard Operating Procedures for Fire and EMS Departments (FA-197 December 1999) (.pdf)

Delta Charter Township, Eaton County, Fire Department Standard Operating Guidelines (.pdf)

Milford Charter Township, Oakland County, Fire Department Operating Procedures and Guidelines (.pdf)
What Township Officials Need to Know About State and Federal Fireworks Regulations (.pdf)

- Fire Departments and Fire Protection
- Fire Insurance Withholding Program
- General Schedule No. 18 Fire/Ambulance Record Retention Schedule
- International Association of Fire Chiefs
- MDLEG Bureau of Fire Services
- Michigan Association of Fire Chiefs
- Michigan Fire Department Directory
- Michigan Fire Departments
- Michigan Fire Prevention Code
- Michigan Fire Service Directory
- Michigan and Federal Fireworks Regulations
- MSU Extension Firewise website
- National Fire Protection Association
- National Volunteer Fire Council
- Office of Fire Fighter Training
- Outdoor and Open Burning
- Part 74 of MIOSHA General Industry Safety Standards

Mutual Aid: Unity of Purpose, Information and Resources, Michigan Department of Community Health (2004)
Mutual Aid and Assistance Agreements, ASTHO
Michigan Emergency Management Act, MCL 30.410, Mutual Aid or Reciprocal Aid Agreements (statutory authority)

Wildfire Prevention/Planning

MSU Extension Firewise website

Assistance to Firefighter Grant Program
Interested applicants can access the Assistance to Firefighter Grants application through the AFG website, the U.S. Fire Administration's (USFA) website, and the Grants.gov website. The website contains important information on the AFG, including funding priorities and program guidance, a web-based tutorial on the application process, a listing of frequently asked questions, and other materials.

FEMA Assistance to Firefighter Grants (AFG) Notice:

All applicants must be registered in SAM.gov BEFORE SUBMITTING their applications.

- **ALL GRANT APPLICANTS:** Ensure that your entity has an active registration in SAM.gov. It may take several days for a newly submitted registration to become active.

- **CURRENT GRANTEES: Current grantees must have an active registration in SAM.gov to avoid delays in receiving approval of amendment and payment requests.**
- **EVERYONE:** Make sure the banking information, employer ID number, and DUNS number you report in SAM.gov are accurate; the data you enter in SAM.gov and in your grant applications must match.

Registration on SAM.gov is completely free of charge. There is no fee for you to register or to renew or update your organization's information on SAM.gov. You may see the websites of private businesses or contractors that will register your organization in SAM for you—for a fee.These websites often look like government websites at first glance. **BUT paying any fee is unnecessary to use SAM.gov and its resources.**

TO OBTAIN HELP WITH SAM.GOV:

1. **Visit the SAM.gov Website.** First, become familiar with SAM.gov. Browse through and read the Guides, Top FAQs, and

- Police and Fire Protection Act, Public Act 33 of 1951, MCL 41.801, et seq.
- Sample Burning Ordinances
- MTA Sample Fire Run Charge Ordinance
- MTA Sample Ordinance Establishing Fire Department Structure, Responsibilities and Accountability
- Social Media (including sample policies)
- U.S. Fire Administration, Homeland Security
- Volunteers

other information that can be found online at the SAM.gov website, the SAM Helpful Hints page, and the Federal Service Desk at www.fsd.gov

2. ***View the SAM Webinar.*** Next, view the prerecorded **SAM Webinar** for users, which covers topics like

    - Creating a new SAM user account;
    - Migrating permissions from the legacy Central Contractors Registry (CCR) system into SAM; and
    - Updating and renewing an existing registration.

Contact the AFG Grants Management Specialists (GMS). Next, send questions you have by e-mail to the AFG Grants Management Specialist for your FEMA region. A list of the GMS for each FEMA Region is shown below and also can be found on the AFG Website. Faxes for the GMS staff may be sent to 202-786-9905.

Created on Tuesday, July 31, 2012

Fire Administrative Board

Answer Center

MTA Medical Marihuana Facilities Licensing Opt Out/Opt In Resources

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Authorizing Statute:
Police and Fire Protection Act, Public Act 33 of 1951, MCL 41.801, *et seq*.

Authorities and Responsibilities:
An administrative board created under this section shall prepare an annual police department budget or fire department budget, or both, to be submitted to the township board. The budget shall be reviewed by the township board and may be amended or altered in any manner. Upon adoption by the township board, the budget shall be the budget of the administrative board for the ensuing fiscal year of the township.

The administrative board created under this section shall have the powers and perform the functions that the township board delegates to the administrative board.

Established By:
The township board may create a police administrative board, a fire administrative board, or a police and fire administrative board.

Membership:
The board shall consist of 5 members, who shall be appointed by the township board for terms of 6 years each. Of the members first appointed, 2 shall be appointed for terms expiring on June 30 of the even numbered year following the creation of the board, 2 shall be appointed for terms expiring on June 30 of the second year following the expiration of the terms of the first 2 members, and 1 member shall be appointed for a term expiring June 30 of the fourth year following the expiration of the terms of the first 2 members. If a vacancy occurs, the township board shall appoint a person to fill the unexpired term.

A member of the board shall not be a member of the police or fire department of the township.

Compensation to Members:
The members of the board may be compensated a per diem as determined by the township board and are entitled to

actual and necessary expenses approved by the township board incurred in the performance of official duties.

Joint Administrative Board:
Authorities and Responsibilities:
A joint administrative board created pursuant to this section shall prepare an annual police department budget or fire department budget, or both, for the police department, fire department, or police and fire departments of each participating township, village, or qualified city. The proposed budgets shall be submitted to and reviewed by the respective governing bodies and may be amended, adopted, or rejected by them. A joint administrative board shall have other powers and duties as considered necessary by the participating governing bodies. A joint administrative board, if authorized to employ and appoint a police chief, fire chief, or other police or fire officers, including detectives, shall only employ and appoint such officers on behalf of an individual township, qualified city, or village and does not constitute a new employer.

Established By:
The governing bodies of 2 or more contiguous townships, villages, or qualified cities may, acting jointly, create a joint police administrative board, fire administrative board, or police and fire administrative board.

Membership:
A joint administrative board shall consist of 2 members from each participating township, village, or qualified city. The members of a joint administrative board shall be appointed by their respective governing bodies for terms of 6 years. However, of the first members appointed, 1 member from each participating township, village, or qualified city shall be appointed for a term of 4 years. A member of a joint administrative board shall not be an employee of a police or fire department of a participating township, village, or qualified city.

A vacancy on a joint administrative board shall be filled by the original appointing governing body for the remainder of the unexpired term.

At its first meeting, a joint administrative board shall, by resolution approved by a majority of its members, select an additional member who shall be a resident of a participating township, village, or qualified city.

The members of a joint administrative board shall be residents of the townships, villages, or qualified cities from which they were appointed.
Compensation to Members:
A member of a joint administrative board may be compensated for each meeting, not to exceed 52 per year, at a rate not to exceed $30.00 by the joint administrative board for each meeting the member attends and shall be reimbursed for actual and necessary expenses incurred in the performance of board duties.

OMA/FOIA Status:
Public body subject to Open Meetings Act and Freedom of Information Act.

Created on Tuesday, July 31, 2012

Sample Fire Department Mutual Aid Agreement

WHEREAS, the governmental units of _____ have rendered mutual aid in fire services in the past and anticipate a continuing demand for such mutual aid and cooperation in the use of their fire personnel and equipment for the safety, health, and welfare of the people of their respective governmental units during times of emergency;

NOW THEREFORE, _____ does hereby agree that its fire department will render mutual aid to _____ under the following conditions:

1. In the event of any serious emergency, the parties to this agreement shall cooperate in an effort to provide fire services subject to the terms and conditions prescribed in this agreement.

2. The fire chief, the director of public safety, or commanding officer of the fire department of the parties to this agreement, or such other individual as the governing body of such governmental unit may from time to time designate by resolution, shall have the authority in the event of serious emergency to determine whether men and/or equipment shall be sent beyond the jurisdictional limits of the responding party. It is the intention of this agreement to vest in each party to this agreement the sole right to determine when its needs will permit it to respond to a call by the other unit of government, and it is further agreed by the parties thereto that if the fire department shall refrain from sending any men and/or equipment beyond its jurisdiction, that such unit thus failing to respond shall not be liable for damage to the party to this agreement.

3. The fire chief, director of public safety, or commanding officer of the department requesting mutual aid shall be in command of all units responding from other governmental units. All personnel and equipment of a responding unit shall be under the immediate command of the highest ranking officer attached to such responding units. All commands and orders for the use of such personnel and equipment shall be made for the commanding officer of the requesting department through the ranking officer of the units responding, whenever possible. The officer in charge of the department sending assistance shall, however, at all times have the power to recall to the responding department any men or equipment from an assistance mission.

4. Each governmental unit entering this agreement shall continue to provide the same salaries, compensation for death or disability, and retirement and furlough payments to their employees who are assigned to render assistance to another

governmental unit in performance of this agreement as that employee would receive if on-duty within the corporate limits of the governmental unit by which he is employed. (Cost of repairs and maintenance of equipment used or expended while rendering assistance under this agreement will be borne by the governmental unit owning the equipment.)

5. When a governmental unit responds with mutual aid, it should be understood that the responsibility of providing and/or requesting aid to protect the unprotected area is that of the responding unit.

6. Either party to this agreement may at any time withdraw from further participating in this agreement by giving 30 days prior written notice of termination to the other parties of this agreement.

7. In witness whereof, the parties sign and execute this agreement as of this ____ day of _____, 19__.

Created on Tuesday, July 31, 2012

2.0 Township Board Administration

2.1 Township Board Powers

The township board of Whitewater Township retains the power to determine the administrative policies and procedures for Whitewater Township, except where the laws of the state of Michigan have assigned such power to a specific elected township official. The authority to adopt any administrative policy or determine appropriate procedures not provided for in this manual or provided for by state law shall be retained by the township board. The township board also reserves the right to alter, modify, amend, or repeal any or all provisions of this administrative policies and procedures manual.

2.2 Authority Delegated from the Board

In the interest of promoting the efficient operation of the township and pursuant to MCLA 41.96, as well as implied powers of the township board, the Whitewater Township board assigns to various township elected and appointed officials the authority to exercise the following non-statutory administrative responsibilities, in accordance with the specific policies and procedures contained herein.

2.3 Authority to Interpret the Provisions of this Manual

The township supervisor shall provide to department heads and employees interpretations to implement the provisions of the administrative policies and procedures manual. These interpretations shall be considered authoritative and binding unless the interpretation is appealed to the township board. Any such appeal shall be made at the next regular meeting of the township board. The township board may uphold, overturn or alter all or a part of any interpretations made pursuant to this section.

2.4 Board Meeting Administration

2.4 (a) Meeting Schedule

The township board shall meet on the second and fourth Tuesday of each month except November and December in regular session. Regularly scheduled meetings shall begin at 7:00 p.m. and shall be held at the township hall.

The dates, time, and location of regular meetings for the fiscal year shall be approved by a resolution of the township board at the March regular meeting for posting by April l.

Changes in regular schedule shall not be made except upon the approval of a majority of the board members in session.

2.4 (b) Quorum

Three members shall constitute a quorum for the transaction of business at all meetings of the township board.

2.4 (c) Posting Meetings

The township clerk shall be responsible for posting all regular, special and rescheduled meetings of the township board in conformance with the Michigan Open Meetings Act and other state laws.

The board requires that all public bodies, including sub-committees, advisory committees and liaison committees comply with the posting requirements of the Open Meetings Act unless otherwise stated at the time the committee is appointed.

2.4 (d) Meeting Agenda

The township supervisor shall prepare the agenda and finalize it with the township clerk at least six (6) days prior to every regular township board meeting. Any board member or department head who desires to have a business item placed on the agenda shall notify the supervisor and provide supporting documentation at least seven (7) days prior to the meeting. All Non-Zoning Ordinance adoption or amendment actions shall be preceded by Public Hearing. When a need to place an item on the agenda arises after this deadline, the business item may be added to the agenda by general consent of the board.

The township clerk shall deliver or make available to every board member a copy of the proposed agenda, along with all supporting documentation and correspondence addressed to the township board, at least three (3) days prior to the board meeting.

The proposed agenda shall be set as written or adjusted as discussed by general consent of the board. The agenda shall conform to the following format:

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 member's questions. The chair shall control the amount of time each person shall be allowed to speak, which shall not exceed five (5) minutes.

F. Public Hearing
G. Reports/Presentations/Announcements/Comments
   1. County Board of Commissioner Report
   2. Fire Captain Report
   3. Ambulance Coordinator Report
H. Approval of Consent Calendar Items
I. Unfinished Business
J. New Business
K. Board Comments/Discussion
L. Public Comment
M. Announcements
N. Adjournment

The second meeting of the month will have a modified agenda as follows:

A. Call to Order
B. Roll Call of Board Members
C. Set/Adjust Meeting Agenda
D. Declaration of Conflict of Interest
E. Public Comment. Any person shall be permitted to address a meeting of the township board. Public comment shall be carried out in accordance with the following board rules and procedures:
   a. Comments shall be directed to the board, with questions directed to the chair.
   b. Any person wishing to address the board shall speak from the lectern and state his or her name and address.
   c. Persons may address the board on matters that are relevant to township government issues.
   d. No person shall be allowed to speak more than once on the same matter, excluding the time needed to answer board member's questions. The chair shall control the amount of time each person shall be allowed to speak, which shall not exceed five (5) minutes.
F. Correspondence
G. Unfinished Business
H. New Business
I. Board Comments/Discussion
J. Public Comment
K. Announcements
L. Adjournment

2.4 (e) Public Participation

Members of the public shall have an opportunity to address the board as outlined under public comment section 2.4(d).

The chair may, at his/her discretion, extend the amount of time any person is allowed to speak. Whenever a group wishes to address the board, the chair may require that the group designate a spokesperson; the chair shall control the amount of time the spokesperson shall be allowed to speak, which shall not exceed fifteen (15) minutes.

The chair may, at his/her discretion, allow members of the public to address a specific agenda item at the time that the item is taken up by the board. When all persons who wish to address that agenda item have been heard, the chair shall announce that public comment on the agenda item is concluded. Board members shall then discuss the agenda item and no further public comment shall be entertained.

The board reserves the right to limit the time for public comment.

2.4(f) Public Hearings

The chair shall follow the following format for public hearings:

1. Open public hearing/state time.
2. Request those attending sign attendance sheet.
3. State dates(s) of public hearing notice publication and newspaper published in.
4. State purpose of public hearing.
5. Introduce any presentations to be given.
6. Read any written comments received.
7. Receive public comment.
8. Close public hearing/state time.

Questions may be addressed during the public hearing. However, township board discussion and/or action shall take place following the public hearing.

2.4(g) Special Presentations at Meetings

Every effort should be made to plan for no more than one (1) special presentation per meeting, with a time limit of fifteen (15) minutes.

2.4(h) Board Correspondence

Each board member shall receive with the board meeting agenda a copy of written correspondence addressed to the board requesting board action. This correspondence will be received and filed unless a motion is made and approved to consider the request.

Informational written correspondence that does not require board action shall be summarized on the agenda and copies shall be available to board members at the board meeting.

2.4(i) Conduct of Meetings

The township supervisor shall moderate and chair all meetings of the township board. In the absence of the supervisor, the deputy supervisor, if one is appointed, shall assume the duties of the chair. If the supervisor and deputy supervisor are both absent, the clerk shall call the meeting to order and entertain a motion to appoint a chair for the meeting.

The chair shall state each agenda item and present a brief overview of each business item to come before the board.

Board members wishing to speak shall first obtain the approval of the chair and each person who speaks shall address the chair. Other persons at the meeting shall not speak unless recognized by the chair.

A motion made and seconded shall be stated by the chair before discussion or voting.

Whenever a question is put by the chair, every member present shall vote on all questions decided by the township board. No member present shall abstain from voting *yes* or *no* unless excused by majority consent of the other members present because he/she has disclosed a conflict of interest. A member shall state prior to an issue being discussed of his/her conflict of interest and shall not participate in the discussion.

While certain questions shall be by roll call vote as required by state law, any township board member may request a record roll call vote whenever a question is put by the chair. The chair shall direct the clerk to call the roll.

2.4(j) Record of Meetings
All public bodies 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.

The clerk or recording secretar***y*** shall not be responsible for maintaining a written record or summary written record of discussion or comments of the board members nor of comments made by members of the public. The clerk or recording secretar***y***, however, shall be responsible for making an electronic tape recording of each entire meeting of the board, commission or committee; and each such recording shall be maintained in the office of the clerk until ~~board~~ approval of the written minutes of the meeting.

Any member of the board, commission or committee may request to have his or her comments printed as part of the record. If there are no objections by any member of the board, commission or committee the comments may be included. If there is an objection to such printing of the comments, the board, commission or committee shall decide the matter by majority vote. Such comments to be included as part of the official record, shall be transcribed exactly by the clerk or recording secretary from the electronic tape recording.

2.4(k) Length of Meetings

Meetings shall not exceed three (3) hours in length unless a motion is approved to extend the time. Matters on the agenda not yet acted upon at the time of adjournment will be placed on the agenda of the next regular meeting or special meeting if one is to be called.

2.4(l) Study/Work Sessions

From time to time, as needed, the township board may schedule study/work sessions for the purpose of strategic planning or to consider an item that requires a lengthy review.

2.4(m) Parliamentary Authority

Robert's Rules of Order shall govern all questions that are not otherwise provided for by these policies and procedures or by state law.

2.5 Board Consultants

The township board reserves to itself the authority to appoint consultants such as attorney, auditor, engineer, planner, risk manager, and to execute an agreement between the board and the consultant for their services.

2.6 Contractual Services

The township board reserves to itself the authority to receive bids for contractual services such as assessing, cemetery sexton, lawn maintenance, snowplowing and janitorial services, and to execute a contract for such services.

2.7 Litigation

The initiation of any lawsuit, litigation, claim for injunctive relief, or writ of mandamus shall require a majority vote of the township board.

2.8 Direction and Control of Day-to-Day Administration

To promote efficient administration, the township board authorizes the supervisor to provide day-to-day direction and control over all township activities that are not assigned by state law to another official, and to serve as a liaison between the board and the various township departments.

Ron Popp

From: Ron Popp <supervisor@whitewatertownship.org>
Sent: Tuesday, October 03, 2017 6:11 PM
To: John Divozzo (jdivozzo@grandtraverse.org); Ron Bertul (bertul@att.net); Hans Gundersen (hlgundersen@msn.com)
Subject: Conditional assessment
Attachments: Condition Assessment Proposal_2017.pdf

All,

I have placed the conditional assessment proposal on the Oct 10, 2017 Whitewater Township Board Agenda for conversation only. I would like all concerned parties to have plently of time to review the information, and provide written comment if need be. So, I will place this item on the October 24, 2017 Whitewater Township Board meeting as well, for an additional Q&A session (with DPW personnel present then??) and Township Board action.

Does this sound like a good plan?

Thank you,

Ron Popp
Whitewater Township Supervisor
5777 Vinton Road, P.O. Box 159
Williamsburg, Michigan 49690
231.267.5141 X 23
supervisor@whitewatertownship.org

Engineering
Surveying
Testing &
Operations

123 West Front Street
Traverse City, Michigan 49684
231.946.5874
231.946.3703

September 21, 2017

John Divozzo, Director
Grand Traverse County DPW
Via email

RE: Miami Beach Road Association
Sanitary Sewer System Assessment

Dear Mr. Divozzo:

Thank you for the opportunity to submit this proposal for performing an assessment of the existing sanitary sewer system for Miami Beach in Whitewater Township. This proposal letter presents our scope of services, fee, time schedule, and "Standard Terms and Conditions." Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Project Description

Perform a field assessment of the existing township owned sanitary sewer system that services the residents along Miami Beach. The assessment to address the current condition of the central collection, pumping and dosing system including the existing drain field. Estimate the efficiency and useful life of the system and prepare a Capital Improvement Plan for 5, 10 and 20 years into the future. Prepare cost estimates for a future replacement field.

In addition, a supplemental review of the existing residential requirements as they relate to maintenance, pumping frequency and equipment. Inspect the property owner's (38) pumping system. Provide a final report.

Scope of Services

Gourdie-Fraser's (GFA) services for this project will include the following:

Phase 1:

1. Field assessment to include inspection of cleanouts, air relief valves, main pump station, sedimentation tanks, dosing station, controls, absorption field.
2. Review of existing maintenance and operating data to determine loading on the system and development of an estimate of existing useful life for equipment and the drain field.
3. Inspection of sedimentation tanks to include pumping of water and sediment and a visual inspection of the tank interior integrity including any baffles, piping, valving etc.
4. Inspection of main pump station tank and dosing tank to include pumping of water and a visual inspection of the tank interior integrity including any baffles piping valving etc. Pumps will be tested for proper operation including a motor amp test and pump/siphon output test.

5. Controls will be visually inspected for corrosion and proper operation of starters, alternators, alarms and other equipment.
6. Existing drain field inspection ports will be checked and a field loading test conducted. A visual inspection of the field and surrounding soils will be made to determine if any breakouts or seeps exist within the field. At least two hand auger borings will be made through the absorption field media to determine the extent of bio mat at the media/soil interface.
7. Prepare a Capital Improvement Plan with cost estimates extending to 5, 10 and 20 years into the future. Capital Improvement Plan will include cost estimates for a replacement field located in existing Reserve Field #2.
8. Prepare a final report of findings including current condition and remaining life expectancy for the infrastructure.

Phase 2:

1. Inspect the existing property owner's individual grinder stations. There are 38 such systems to inspect.
2. Controls will be visually inspected for corrosion and proper operation of starters, alternators, alarms and other equipment.
3. Pumps will be tested for proper operation including a motor amp test and pump output test.
9. If property owner has their tank pumped we will inspect the tank interior integrity including any baffles piping, etc. Tank pumping to be coordinated between property owner/association and GTC DPW.
10. Prepare a final report of findings including current condition and remaining life expectancy for the infrastructure. This will include a cost estimates for 5, 10 and 20 year including additional control panel options for consideration (e.g. alarm call out to cell, etc)

Clarifications and Assumptions

The proposed Scope of Services and fee are based on the following Clarifications and Assumptions:

1. GTC DPW will assist with locating system appurtenances and provide access to the system as needed.
2. Visual inspection or testing of property owner systems is optional. See Scope of Services, Phase 2 in this proposal.
3. Pumping of central system tanks and proper disposal of material to facilitate inspection of tanks (4 total) is preferred. Owner will be responsible for pumping cost.
4. It is recommended to have each individual property tank pumped to facilitate inspection. This shall be the responsibility of each individual property owner. It is recommended to hold a meeting with the association prior to beginning the work to advocate for the individual inspections to be completed at the same time as the Township infrastructure inspection for convenience and cost effectiveness. *

Responsibilities of Client/Owner
Provide equipment maintenance records daily operational logs, system drawings, Operation and Maintenance Manuals and other records pertinent to the project.

Client/Owner will provide staff and any special tools required for access to the system or system data.

Pumping of sedimentation tanks (2) and pump/siphon chambers (2) will be at Client/Owner's expense.

Additional Services
Any work desired by GTC DPW in addition to the work scope described above, can be completed by GFA on an hourly time and material basis in accordance with our 2017 billing rates

Time Schedule
GFA believes that all work including a final draft report can be completed within 30 calendar days of receipt of this signed proposal, assuming the Responsibilities of Client/Owner are fulfilled in a timely manner.

Fee
GFA will perform the services described above in Phase 1, for a lump sum fee of $3,200 including reimbursable (copies, drive time, etc). If desired by Owner/Client GFA will perform the services described in Phase 2 for an additional $375*per property owner. This proposal will remain valid for a period of 60 calendar days from the date of submission.

Contract Terms and Conditions
This proposal is incorporated into the existing Engineering OR? Contract dated 2014 by reference.

Acceptance
If this proposal is acceptable to you, please sign where indicated below and return a copy to my attention. Receipt of this signed proposal will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you in the very near future on this project.

Gourdie-Fraser, Inc.		**Name**
CONSULTANT		CLIENT/OWNER
	(Signature)	
who	(Name)	who
title Project Manager	(Title)	title
date September 21, 2017	(Date)	

To: Whitewater Township Board

From: Cheryl A. Goss, Clerk

Date: 10/07/2017

Re: **Approval of Park Fund Capital Expenditure**

Part of the Flush Toilet Facility Project was the movement and re-purposing of the pit toilet building into a storage shed for the golf cart, park tools and equipment, etc. The flush toilet project has been shelved for the time being, but the park still desperately needs a new shed. See pictures of the existing shed attached. Not only is the current shed in very poor condition and not likely to survive many more winters, it is one of the first things you see as you drive into the facility and does not fit the clean and well-maintained image of the park that we aim to project.

We would like to tear down the current shed and construct a 12 x 16 structure on the ranger station side of the asphalt drive. Park Ranger Brian Cobb has obtained a materials quote from Lowe's, which is attached. The quote is $2,239.07, not including door hinges or a lock. Estimate of costs for door hinges, a lock, primer, paint, and painting supplies is $300.

For comparison purposes, a brochure from Cedar Creek Storage Barns in Manton is attached. The pre-built 12 x 16 size shed is $2,940. Two comparable size windows would add $100 to $150. It looks like a barn door would be included in the $2,940. There would be a $49 delivery fee.

Other expenses for either option would be rental of a Bobcat and operator cost to level the proposed location (approximately $400).

A land use permit will need to be obtained, but there is no cost to the township for this.

Since we do not yet know the exact location of a new ranger station, the new shed will not have a permanent foundation at this point as it may need to be moved in the future.

We would like to get the new shed built and put into service this fall. We would prefer to purchase the materials and have Brian build it to ensure quality of workmanship. His wage is not included in the amount requested as that would not be paid out of the capital expenditure line item.

An appropriate motion would be: Motion to approve capital expenditure in an amount not to exceed $3,000 for equipment rental, operator expense, and necessary materials to construct a new 12 x 16 storage shed at Whitewater Township Park.

###

NO
PARKING

FREE PARCEL SHIPPING WITH MYLOWE'S. GET STARTED >

Open until 10PM!
Traverse City Lowe's

Prices, promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

12 x 16

Print

Shopping Cart

Your purchase is always

Lowe's Of Traverse City, MI | Change Store >

3150 North Us 31 South, Traverse City, MI 49684

Products in Cart	Select a Delivery Method	Quantity	Unit Price	Total
Severe Weather Max (Common: 2-in X 6-in x 16-ft; Actual: 1.5-in x 5.5-in x 16-ft) Pressure Treated Lumber Item #:489141 | Model #:206160EC0	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery. ✕ **Parcel Shipping** Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.	20	$12.10	**$242.00**
Severe Weather Max (Common: 2-in X 4-in x 8-ft; Actual: 1.5-in x 3.5-in x 8-ft) Pressure Treated Lumber Item #:472822 | Model #:204082E00	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery. ✕ **Parcel Shipping** Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.	78	$2.98 Was $3.17 **(Save 6%)**	**$232.44**
Top Choice (Common: 2-in x 4-in x 12-ft; Actual: 1.5-in x 3.5-in x 12-ft) Lumber Item #:432481 | Model #:WF204TOPCHC12	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery. ✕ **Parcel Shipping** Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.	30	$5.90	**$177.00**

	7/16 CAT PS2-10 OSB Sheathing, Application as 4 x 8 Item #:12212 | Model #:646214	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery. ✕ **Parcel Shipping** Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.	10	$16.15	**$161.50**
	36-in x 72-ft 216-sq ft Felt Roof Underlayment Item #:10308 | Model #:FGUR45	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery. ✕ **Parcel Shipping** Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.	3	$13.95	**$41.85**
	AdvanTech Flooring 23/32 CAT PS2-10 Tongue and Groove OSB Subfloor, Application as 4 x 8 Item #:85795 | Model #:S-16596PC	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery. ✕ **Parcel Shipping** Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.	6	$28.98	**$173.88**
	Plytanium (Common: 0.594-in x 48-in x 96-in; Actual: 0.563-in x 47.875-in x 95.875-in) T1-11 Natural/Rough Sawn SYP Plywood Untreated Wood Siding Panel Item #:12957 | Model #:NA	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery. ✕ **Parcel Shipping** Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.	20	$33.27	**$665.40**
	GAF Royal Sovereign 33.33-sq ft Autumn Brown Traditional 3-Tab Roof Shingles Item #:663954 | Model #: 0202050	**Store Pickup** Your order will be available for pickup by 10/12/2017.	Please enter a quantity	$23.00	**$276.00**

		Lowe's Truck Delivery You'll be contacted within 24 hours of 10/12/2017 to arrange your delivery. ✕ **Parcel Shipping** Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.	of 3 or more 12	
	30-lb 11-Gauge 1.25-in Steel Roofing Nails Item #:110182 | Model #:114EGRFGBK	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery. **Parcel Shipping** Sent by carriers like UPS, FedEx, USPS, etc.	1	$29.96 **$29.96**
	Grip-Rite 30-lb 16D 3.5-in Hot-Dipped Galvanized Smooth Box Nails Item #:184039 | Model #:16HGBXBK	**Parcel Shipping** Sent by carriers like UPS, FedEx, USPS, etc. ✕ **Store Pickup** Unavailable for This Order ✕ **Lowe's Truck Delivery** Unavailable for This Order Your order can be ready for delivery to you from your selected store.	1	$45.43 **$45.43**
	5-lb 11-Gauge 2.5-in Gray Hardboard Siding Nails Item #:109760 | Model #:8HGSTHS5	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery. **Parcel Shipping** Sent by carriers like UPS, FedEx, USPS, etc.	3	$17.67 **$53.01**
	Project Source 20000 Series Vinyl Single Pane Single Strength Single Hung Window (Rough Opening: 24-in x 30-in; Actual: 23.5-in x 29.5-in) Item #:5240 | Model #:VSH2430	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery.	2	$50.00 **$100.00**

		✕ **Parcel Shipping** Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.		
	Spruce/Pine-Fir Furring Strip (Common: 1-in x 3-in x 8-ft; Actual: 0.718-in x 2.437-in x 8-ft) Item #:4512 | Model #:75801417	**Store Pickup** Your item is available for pickup today. **Lowe's Truck Delivery** You'll be contacted within 24 hours to arrange your delivery. ✕ **Parcel Shipping** Unavailable for This Order Sent by carriers like UPS, FedEx, USPS, etc.	20	$2.03	**$40.60**

Cart Summary

5% OFF EVERY DAY

OR

6 MONTHS SPECIAL FINANCING**

$299 minimum purchase

Get Details >

Estimate Parcel Shipping Charges

Standard 1-3 Business Days FREE

Promotion Code

Subtotal	$2,239.07
Estimated Parcel Shipping	FREE
Estimated Sales Tax	~~$134.34~~
Estimated Total	~~**$2,373.41**~~

No hinges or lock included

Items may remain in your cart for up to 30 days.

Need Help?
Call 1-800-445-6937

Products & Sales
Call 1-877-GO-LOWES

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GABLE AND GAMBREL CABINS

Metal or Stained Wood Siding

These buildings come standard with one window and one door. Best of all, a 4', 6' or 8' porch is included - which ever you choose! **Options may be added.**

Gable

Gable Corner Porch

Gable

Gable Corner Porch

Gambrel

Gambrel

The dimensions below include the area for an optional porch. For instance, if you want a 12'x20' cabin with a 4' porch, your price is based on a 12'x24' overall size.

8 x 10	$2305	12 x 28	$4995
8 x 12	$2595	12 x 30	$5245
10 x 12	$2695	12 x 32	$5445
10 x 14	$2890	12 x 34	$5645
10 x 16	$3190	12 x 36	$5845
10 x 20	$3590	14 x 26	$5525
12 x 14	$3570	14 x 28	$5725
12 x 16	$3870	14 x 30	$5925
12 x 20	$4170	14 x 32	$6225
12 x 22	$4420	14 x 34	$6525
12 x 24	$4570	14 x 36	$6825
12 x 26	$4770		

For wood door instead of 9-Lite door, deduct $200.

GAMBREL STYLE

This style has 6' 4" walls and a 10' 4" interior height. It is available in **metal, stained wood or vinyl siding.** Lofts, roll-up doors or other options may be added.

GABLE STYLE

This style features 7' 4" side walls with a regular single pitch roof. It is available in **metal, stained wood or vinyl siding.** Roll-up doors or other options may be added.

Prices for Gambrel or Gable Style

	Wood or Metal	Vinyl		Wood or Metal	Vinyl
8 x 8	$1425	$1710	12 x 20	$3340	$3995
8 x 10	$1580	$1895	12 x 24	$3740	$4488
8 x 12	$1735	$2082	12 x 28	$4145	$4974
10 x 12	$2040	$2448	12 x 32	$4645	$5574
10 x 14	$2290	$2748	12 x 36	$5045	$6048
10 x 16	$2540	$3080	14 x 24	$4850	$5820
10 x 20	$2940	$3520	14 x 28	$5205	$6300
12 x 14	$2690	$3220	14 x 32	$5550	$6660
12 x 16	$2940	$3520	14 x 36	$5850	$7020

ECONOMY GABLE BARN

The Economy Barn gives you a nice maintenance-free shed. This barn comes with 6ft. high walls and **metal siding only.**

8 x 8	$1295
8 x 10	$1445
8 x 12	$1595
10 x 12	$1720
10 x 16	$1970
10 x 20	$2325
12 x 16	$2275

MINIBARN

This style has 45" sidewalls and it is available in **metal or stained wood siding.**

8 x 8	$1450	10 x 12	$2020
8 x 12	$1720	10 x 16	$2420
		10 x 20	$2720

OPTIONS

WINDOWS

Transom Window $75
Skylite $50
2' x 2' Insulated Window $115
3' x 3' Insulated Window $130
22" x 27" Window $50
22" x 36" Window $75
Crankout Window $60
Octagon Window $50
Shutters for Windows $20
Flower Boxes $25

DOORS

Solid Prehung Door $210
Prehung 9-Lite door $230
30" Wood Door $80
Sliding Patio Door $425
Enlarge Barn Door to 72" or 78" Wide $75
Extra Set of Double Doors $120
Roll-up Doors with seals 7' x 7' $350
8' x 7' ..... $375 9' x 7' $400

RAMPS

56" x 4' $60
6' x 4' $70
7' x 4' $85
8' x 4' $110
9' x 6' $130
56" x 6' $75
6' x 6' $85
7' x 6' $110
9' x 4' $120

LOFTS & SHELVES

4' Loft $90
6' Loft $125
8' Loft $150
Shelving per sq. ft. $3

MISC.

PT plywood flooring per sheet $10
4 Anchors Installed $100
6 Anchors Installed $150
Extra Heavy Floor for Garages ..... $.60/sq ft
Insulate Floor with Roxul ..... $2.70/sq ft
Subside Metal or Wood Building with 1/2" Sheeting & House Wrap ..... $1.25/sq. ft.

ALL PRICES LISTED DO NOT INCLUDE SALES TAX

All Prices Subject to Change without notice.
Your Satisfaction is our Goal!
So when thinking of buying a storage barn or cabin, come see us.

DELIVERY

We Deliver Anywhere Possible

Prices include delivery and setup within 20 miles of our shop in Manton, MI.

For sizes 14' wide, customer must provide a level site.

A compacted gravel pad is a good choice.

Delivery over 20 Miles:

	8x8 - 12x30	12x32 - 14x36
20-40 mi.	$49	$70
40-60 mi.	$99	$140
60-80 mi.	$149	$230
80-100 mi.	$199	$299
Over 100 miles	$3 per loaded mile	$3.50 per loaded mile
Mackinac Bridge Crossing	$100	

Escort Fee 14' wide

0-40 mi $75
40-80 mi $120
80-120 mi $175

INTERIORS

Local zoning & building codes are the customers full responsibility. However, we can supply engineered drawings, truss prints and advisory support.

NOTES

CEDAR CREEK STORAGE BARNS LLC

5871 N. 41 Rd. • Manton, MI 49663

HOURS:
Mon. - Fri. 8 a.m. - 5 p.m.
Sat. by appointment
(Let it ring - keep trying)
Out for Lunch: Noon-1 p.m.

Ph. 231-824-3658

When coming to our shop, we request no shorts, sleeveless clothes or low necklines. Thanks for your patience with us. (The Storage Barn Crew)

CEDAR CREEK STORAGE BARNS LLC

MANTON 2016

Ph. 231-824-3658
(Let it ring - keep trying)

HOURS: Mon. - Fri. 8 a.m. - 5 p.m.
Sat. by appointment - Out for Lunch: Noon-1 p.m.

5871 N. 41 Rd. • Manton, MI 49663

Sheds - Out Buildings
Cabins - Portable Garages

Standard Features

- 4 x 4 Treated Skids
- 2 x 6 Treated Floor Joist
- 3/4" Plywood Floor
- 56" Wide Double Doors
- Metal Roof
- Metal, White Pine or Vinyl Siding