

Treasurer's Report reflects  
bank account balances

Treasurer's Report

MARCH 2021

#101 General Fund	General Fund Huntington	\$ 726,099.76			
#203 Metro Authority	Huntington Bank	\$ 42,958.14			
#206 Fire Fund	Huntington Bank	\$ 1,056,149.16			
#207 Police	Huntington Bank	\$ 728.12			
#212 Liquor Control Fund	Huntington Bank	\$ 3,434.20			
#590 Sewer CD Mat May 2018	Sewer Huntington	\$ 567,795.69			
#591 Timberlee H20	Huntington Bank	\$ 371,573.88			
#592 Greilickville H20	Huntington Bank	\$ 115,427.39			
#594 Marina	Marina Huntington	\$ 542,759.41			
#701 Trust & Agency	Huntington Bank	\$ 1,614.49			
#703 Current Tax	Huntington Bank	\$ 89,690.09			
#815 E. Timberwoods	Huntington Bank	\$ 29,096.38			
#816 GSAD Receivable	Savings Huntington	\$ 66,191.55			
#817 SBlue & Old Orch	Huntington Bank	\$ 3,206.34			
#818 Old Orchard	Huntington Bank	\$ 4,823.55			
#820 Maintenance E.R. Rds	Huntington Bank	\$ 6,834.73			
#821 Maintenance S.B. Rds	Huntington Bank	\$ 7,325.96			
#861 Bayview Estates Lights	Huntington Bank	\$ 2,186.64			
	TOTAL	\$ 3,637,895.48			

INVESTMENT ACCOUNTS CD's	PURCHASED AMOUNT	PRIOR MONTH VALUE	CURRENT VALUE	EST MONTHLY INT	PAID INTEREST
#101 Goldman Sachs	\$200,000.00		\$ 202,492.00	\$ 2,492.00	
#101 Beal Bank	\$190,000.00		\$ 190,003.80	\$ 3.80	
#101 FIDELITY GOV MMKT DAILY		\$ 10,689.07	\$ 10,689.32	\$ 0.25	\$ 0.25
#206 Federal Farm	\$235,000.00		\$ 234,793.20	-\$ 206.80	\$ 0.12
#206 MMKT		\$ 5,349.67	\$ 5,349.79	\$ 0.12	
#590 Ally Bank	\$250,000.00		\$ 257,637.50	\$ 7,637.50	
#590 Morgan Stanley	\$150,000.00		\$ 154,402.50	\$ 4,402.50	
#590 JP Morgan Chase-redeemed	\$250,000.00				
#590 DREYFUS GOVT	\$121,355.93				
BOND INTEREST		\$ 377,462.42	\$ 377,471.11	\$ 8.69	\$ 8.69
#594 Dreyfus MMKT	\$ 150,000.00				
#594 Morgan Stanley-redeemed	\$ 250,000.00				
BOND INTEREST		\$ 407,155.08	\$ 407,164.45	\$ 9.37	\$ 9.37
TOTAL	\$1,796,355.93		\$ 1,840,003.67	\$ 14,347.43	\$ 18.43
GRAND TOTAL			\$ 5,477,899.15		

Connie M. Preston, Clerk

*Chris Mikowski*  
Chris Mikowski, Treasurer

To: Elmwood Township Board

From: Sara Kopriva AICP, Planner/Zoning Administrator

RE: March 2021 Planning and Zoning Report

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**Land Use Permits:**

	March 2021	March 2020	Year to Date 2021	Year to Date 2020
Single Family Dwelling	2	1	4	3
Attached SFD	0	0	0	0
Accessory Building	3	0	6	3
AG Building	0	0	0	0
Residential Addition	0	1	0	2
Deck	1	0	2	0
Sign	0	0	0	0
Commercial	0	0	0	0
Misc.	1	0	1	0
<b>Total Permit</b>	<b>7</b>	<b>2</b>	<b>13</b>	<b>8</b>
Fees Collected	\$414.64	\$127.44	\$696.64	\$471.96

**Zoning Board of Appeals:**

**Past Meeting**

- March 29, 2021- Front yard setback on W Bay Shore Dr

**Future Meeting**

- No meeting scheduled at this time

**Planning Commission:**

**Past Meeting**

- March 16, 2021- Rural Resort Amendment, Public Hearing Crain Hill Vineyard/Distillery

**Future Meeting**

- April 21, 2021- Rural Resort Amendment, TC Whiskey Building, New Waves Development

Elmwood Township Fire and Rescue Department

Fire Department Monthly Report – March 2021

From: Keith Tampa, Fire Chief  
 To: The Township Board of Trustees, Charter Township of Elmwood

**Total Calls for the Month:**

**58**

**Incident Type Breakdown per the National Fire Incident Reporting System (NFIRS)**

- **Fire Incidents:** 6
    - 1 Structure fire
    - 1 Chimney or flue fire, confined to chimney
    - 3 Grass fire
    - 1 Outside equipment fire
  - **Overpressure Rupture, Explosion, Overheat (no fire):** 0
  - **Rescue & EMS Incidents:** 34
    - 32 EMS calls
    - 1 Motor vehicle accident with injuries
    - 1 Motor vehicle accident with no injuries
  - **Hazard Condition (No Fire):** 2
    - 1 Tree obstructing roadway
    - 1 Non-power line obstructing roadway
  - **Service Calls:** 6
    - 4 Lift assists
    - 1 Unauthorized burning
    - 1 Cover assignment, standby, move-up
  - **Good Intent Call:** 7
    - 1 Dispatched and cancelled enroute
    - 4 Dispatched and cancelled enroute – Auto/Mut. Aid
    - 2 Authorized controlled burning
  - **False Alarm/False Calls** 3
    - 1 Unintentional transmission of a medical alarm
    - 2 Smoke detector activation, no fire - unintentional
  - **Severe Weather** 0
- 
- **Overlapping Incident(s) (Non-NFIRS category)** 6

**Mutual Aid – Given/Received**

<u>Type of Aid</u>	<u>Incidents</u>	<u>Departments</u>
Received:	1	Cedar Area FD (Grass fire)
Given:	3	Cedar Area FD (Grass fire x2, Cover/stand by)

EFD had a total of eight (8) requests for automatic and mutual aid. The numbers above represent were aid resulted in more than one department on the same scene. The remainder are "requests" and are documented as Dispatched and cancelled enroute - Auto/Mut. Aid in the NFIRS section.

**Response Times (averages)**

<u>Type</u>	<u>Times (hh:mm:ss)</u>	<u>Notes</u>
• Alarm Handling (call to dispatch)	00:01:26	All calls
○ Alarm Hand. – Adjusted	00:00:36	Minus delays (Sheriff or another agency sent earlier. EFD usually requested after the fact.)
• Turnout Time (dispatch to enroute)	00:02:30	All calls*

\*Mutual aid (given) may increase the turnout time. EFD maintains 2 personnel in the station to staff the ambulance, requiring off duty or paid-on-call to come in for the response or back fill. Mutual aid is provided sooner when more than 2 personnel are on duty.

## General Updates

### ADMINISTRATION / OPERATIONS

- **General Run Information.** Monthly run volume is up 16% from 2020. Call types are similar with a significant increase in auto./mutual aid.
- **Notable Incidents**
  - Structure Fire – Fouch Rd. Crews were called to a grease fire which the occupant believed was extinguished. The fire originated on the top of the stove and grew enough to do significant damage to several nearby appliances and cabinetry. The fire also resulted in a burn injury to the occupant.
  - Grass (Hay) Fire – Birch Pt. Rd. This was a late evening fire that resulted in the destruction of the property owner's hay. The fire was intentionally set though the resulting damage is under investigation to determine whether it was intentional or accidental.
- **COVID Update.** Our agreement with the Benzie Leelanau Health Department (BLHD) to allow EFD EMS personnel to assist with COVID vaccine clinics has been reviewed by the Township Attorney and signed by the Township Supervisor. I am awaiting signature by BLHD.
- **Job Descriptions.** Comments have been received from the Township Attorney that address the Deputy Chief and Lieutenant job descriptions. The comments are being incorporated and a final draft to follow.
- **Grants.**
  - Grand Traverse Band of Ottawa Chippewa Indians (GTB) 2% Grant. The grant funded battery powered vent fan has been ordered.
  - Assistance to Firefighters Grant (AFG). Nothing to report.
  - AAA Traffic Safety Grant. A request has been submitted to fund the purchase of items related to responder safety and communication with motorists while operating at roadway incidents. The request includes collapsible traffic cones, LED flares, replacement of broken traffic wands, and the addition of portable lights. Some of this equipment will be used to outfit the new pumper tanker to support compliance with NFPA standards.
- **Personnel.**
  - Hiring. I have tasked staff member Shirl Martin with coordinating the hiring and testing of applicants. This past month outreach has been completed on 8 pending applications resulting in the testing of 3 to date. Follow up is expected to continue.

### APPARATUS AND EQUIPMENT

- **Apparatus**
  - Future Pumper/Tanker. The pre-construction conference is completed and a change order has been developed as was anticipated. All EFD crews were provided a chance to review the proposed changes and give final input. Further clarification was sought from Allied Fire and I expect to sign the final document in early April. Only those changes which directly impact operations and safety were considered. The resulting changes are expected to total near \$22,351 pending final configuration of the rear cab seating area. I have been advised that this is the top end cost.
  - Engine 112. Repairs were made to solve a coolant and exhaust leak. Also, bi-annual preventative maintenance is complete. The issue with the power steering feeling like it was failing appears to be related to the ball joints. GT Diesel advised that we should talk to Halt Fire (Pierce dealer) to have the joints evaluated. I am looking into a different vendor due to past poor experience with Halt Fire. GT Diesel states the ball joints will need servicing but the vehicle is safe to drive.
  - Marina 171. 171 has been moved back to the fire station and "de-winterized". A Chart-plotter has been installed for navigation.
  - Brush 141. An opening from the hose bed into the driver-side rear compartment has been discovered. This opening is allowing excess water to overflow from the tank and spill into the compartment. This is being added to a list of concerns for the final warranty inspection. The warranty on the body of 141 is due to expire in May.
- **Equipment**
  - Hose. EFD finally took receipt of new and replacement fire hose ordered at the end of 2020.

### FACILITIES AND GROUNDS

- Station Fire Extinguishers. Annual preventative maintenance has been completed by Summit.

**PUBLIC EDUCATION AND RELATIONS**

- **Site Reviews**
  - Brengman Bros. Winery. Completed review for possible conversion of an existing room to a small distilling operation. Review submitted to the Township Planner to forward to Township Planning Commission.
  - Tandem Ciders. I have been requested to provide additional feedback on the installation of a water tank for fire suppression.
  - Bugia Rd. Residential Development. Plans have been submitted for my review of a potential development near the Bugia and M-72 intersection.
- **Fire Prevention**
  - Nothing to report.

**TRAINING**

- **Trainings this Month:**
  - Air Bags and Cribbing
  - Building Search and Rescue
  - Pumping and Drafting with Brush 141
  - I-Pad / MDT Introduction.
  - MI DNR Tactics Meeting (Chief only)
  - Firefighter Survival (Lecture)
  - Communications / Radio Training
  - K-12 Rotary Saw (Lecture)
  - Wildland Fire Response
- **External:**
  - Size Up and Command. EFD hosted a regional class for fireground size up and command. Personnel from several different departments were in attendance including several from EFD. This was an approved MI Firefighter Training Council course.

**MEETINGS ATTENDED**

- Elmwood Township Board Regular General Meeting
- Township Supervisor
- EFD Officers' Meeting
- Fire Inspector M. Sheets, Traverse City FD
- Leelanau County 911 Advisory Board Meeting (Teleconference)
- NW Medical Control Authority Meeting (attended by D. Mosholder, EFD EMS Director)
- Grand Traverse Area Chiefs' Meeting (Teleconference)

Check Register Report

Date: 04/16/2021

Time: 12:42 pm

Page: 1

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>								
35253	03/25/2021	Reconciled		03/31/2021	A050	ACCIDENT FUND OF MICHIGAN	WCV 01595513303 9009314	7,448.00
35254	03/25/2021	Reconciled		03/31/2021	B111	BLUECROSS BLUESHIELD OF GROUP	007015150710 MI	502.57
35255	03/25/2021	Printed			C029	CHARTER COMMUNICATIONS	ACCT#8245 12 895 0008281	519.26
35256	03/25/2021	Reconciled		03/31/2021	C010	CHERRYLAND ELECTRIC COOP	ACCT#9902700	111.27
35257	03/25/2021	Printed			C040	CONSUMERS ENERGY	ACCT#1000 29141304	4,618.14
35258	03/25/2021	Printed			M020	DTE ENERGY	ACCT#9100 215 4419 2	1,410.32
35259	03/25/2021	Reconciled		03/31/2021	E013	ELEVATE NET	MARINA PHONE	149.97
35260	03/25/2021	Reconciled		03/31/2021	G425	GUARDIAN	GROUP ID 357534	512.89
35261	03/25/2021	Reconciled		03/31/2021	Z003	HUNTINGTON NATIONAL BANK	KPA PROCESSING FEE	500.00
35262	03/25/2021	Reconciled		03/31/2021	P043	PRIORITY HEALTH	GROUP ID 790105 S001	4,643.71
35263	03/25/2021	Reconciled		03/31/2021	V014	VERIZON WIRELESS	ACCT#286887497-00001	3.79
35264	03/25/2021	Reconciled		03/31/2021	V023	VSP	CLIENT ID 30031936	326.97
35269	03/30/2021	Printed			U030	US BANK OPERATIONS	SP ASSESS BONDS SERIES 2007	47,925.00
35272	04/05/2021	Printed			S146	SUPERFLEET MASTERCARD	ACCT#FB627 PROGRAM	902.40
35282	04/14/2021	Printed			A026	THE ACCUMED GROUP	BILLING SERVICES	367.75
35283	04/14/2021	Printed			A020	ACE HARDWARE	CUST#23468	143.63
35284	04/14/2021	Printed			A027	ACROSS THE STREET	TRAINING SUBSCRIPTION	385.00
35285	04/14/2021	Printed			A090	ALFIE EMBROIDERY	CUST#3107	590.40
35286	04/14/2021	Printed			M008	AMERICAN WASTE	ACCT#4091150	62.10
35287	04/14/2021	Printed			A127	AT&T MOBILITY	ACCT#287303700094	729.80
35288	04/14/2021	Printed			B116	BOUNDTREE MEDICAL	ACCT#213121	254.56
35289	04/14/2021	Printed			1051	TIM CARLSON	PAVILION DEPOSIT REFUND	50.00
35290	04/14/2021	Printed			C040	CONSUMERS ENERGY	ACCT#1030 3518 7543	345.32
35291	04/14/2021	Printed			D055	DINGES FIRE COMPANY	CUST ID 11435	534.24
35292	04/14/2021	Printed			E017	EAGLE ENGRAVING, INC.	ID TAGS	61.00
35293	04/14/2021	Printed			E006	EARTHWORKS EXCAVATION, LLC	E TIMBERWOODS PLOWING	2,850.00
35294	04/14/2021	Printed			G040	GRAND TRAVERSE COUNTY	DPW	409.40
35295	04/14/2021	Printed			G200	GRAND TRAVERSE COUNTY	ELMWOOD GREILICKVILLE WATER	10,913.49
35296	04/14/2021	Printed			G201	GRAND TRAVERSE DIESEL	SERVI CUST 474	3,968.81
35297	04/14/2021	Printed			Z003	HUNTINGTON NATIONAL BANK	ACCT ENDING 2407	405.83
35298	04/14/2021	Printed			1050	DAVID JOHNSON	SLIP CANCELATION	2,642.00
35299	04/14/2021	Printed			J042	BARBARA JONES	PRIORITY MAIL REIMBURSEMENT	26.35
35300	04/14/2021	Printed			K014	KSS ENTERPRISES	CUST ACCT ELMWO110	194.26
35301	04/14/2021	Printed			L141	L & W BUILDERS	MOVE AND INSTALL COMPRESSOR	375.00
35302	04/14/2021	Printed			L040	LEELANAU COUNTY FIRE	CHIEFS TRAINING	300.00
35303	04/14/2021	Printed			L020	LEELANAU ENTERPRISE & TRIBUNE	CUST#3599	249.89
35304	04/14/2021	Printed			M090	MICHIGAN TOWNSHIPS	ASSOCIATION CLASSIFIED AD	200.00
35305	04/14/2021	Printed			M191	MOBILE MEDICAL RESPONSE	ALS INTERCEPT	1,750.00
35306	04/14/2021	Printed			M185	NETLINK	EMAIL HOSTING/ANNUAL	540.00
35307	04/14/2021	Printed			N120	NORTHWEST REGIONAL FIRE	ACCT#1106503	900.00
35308	04/14/2021	Printed			N121	NWMCOG	TTCI DUES	1,000.00
35309	04/14/2021	Printed			N080	NYE UNIFORM COMPANY		396.98
35310	04/14/2021	Printed			O051	OLSON BZDOK & HOWARD, P.C.	zoning matters	231.00
35311	04/14/2021	Printed			P111	PENCHURA LLC	PARK BENCH	1,312.00
35312	04/14/2021	Printed			P030	PITNEY BOWES GLOBAL	FINANCIAL ACCT#0012923889	502.35
35313	04/14/2021	Printed			P134	R&R FIRE TRUCK REPAIR INC	QTR EQUIP MAINT	451.40
35314	04/14/2021	Printed			R034	RELIABLE RESCUE TRAINING	CPR TRAINING CONSU	25.00

Check Register Report

Date: 04/16/2021  
 Time: 12:42 pm  
 Page: 2

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>								
35315	04/14/2021	Printed			S094	SHORELINE POWER SERVICE INC	HEATER INSTALL IN MECH HALLWAY	933.89
35316	04/14/2021	Printed			S008	STAPLES CREDIT PLAN	ACCT#6035 5178 2008 5610	560.10
35317	04/14/2021	Printed			D114	STATE OF MICHIGAN	CUST ID 91350	165.03
35318	04/14/2021	Printed			K038	SUMMIT COMPANIES	CUST ID ELMWOOD382	595.70
35319	04/14/2021	Printed			T060	TOBIN & CO., P.C.	AUDIT PROGRESS BILLING	4,800.00
35320	04/14/2021	Printed			U030	US BANK OPERATIONS SERVICE CEN	ACCT#4702-5	250.00
35321	04/14/2021	Printed			V014	VERIZON WIRELESS	ACCT#286887497-00001	69.65
35322	04/14/2021	Printed			V002	VISIBLE DIFFERENCE BLDG. MAINT		135.00
35323	04/14/2021	Printed			W107	WADE TRIM	MARINA PHASE III	9,836.20
35324	04/14/2021	Printed			W027	WELLS FARGO FINANCIAL LEASING	CONTRACT#603-0180923-000	95.40
35325	04/14/2021	Printed			Y002	YOUNG, GRAHAM, & WENDLING P.C.	MISC LEGAL	1,568.00
35327	04/15/2021	Printed			036	PETER MOON	DRAWER AND PETTY CASH	400.00

**Total Checks: 59**

**Checks Total (excluding void checks): 122,150.82**

**Total Payments: 59**

**Bank Total (excluding void checks): 122,150.82**

**Total Payments: 59**

**Grand Total (excluding void checks): 122,150.82**

**CHARTER TOWNSHIP OF ELMWOOD  
SPECIAL BOARD MEETING  
MARCH 1, 2021  
ELECTRONIC REMOTE ACCESS**

**Call to Order:**

**Supervisor Shaw** called the meeting to order at 6:00 p.m.

**Pledge of Allegiance:**

Treasurer Chris Mikowski recited the Pledge of Allegiance as requested by Supervisor Shaw.

**Roll Call:**

**Present:** Jeff Shaw, Connie Preston, Terry Lautner, Dave Darga, Chris Mikowski, Jim O'Rourke and Deb Allen, all participating from locations in Elmwood Township, Leelanau County, Michigan.

**Excused:** None

**Declaration of Conflict of Interest**

Supervisor Shaw stated that the Board knows his situation and asked if there is a motion to recuse him? No motion was offered.

**Public Comment:**

Sue Jones, Rod Jones, Mark Breederland, Joe Testa, AnneMarie Wigton, Lance Stray, Karyl Moore, Todd Space, Colleen Mulligan, Jenna Belyea, Del Moore, Anna Heiges, Megan Luce, Jack Kelly, and Kelsey Testa

**Agenda Approval**

MOTION BY TRUSTEE ALLEN, SECOND BY TRUSTEE O'ROURKE TO APPROVE THE AGENDA AS PRESENTED. The motion passed 7-0 by a roll call vote.

**New Business**

**STR Ordinance Discussion**

Planner Sara Kopriva explained the background of the STR Ordinance changes that the Board requested at the previous meeting. The township attorney assisted with the language to make the current operations legal nonconforming uses. Attorney Peter Wendling stated that the attorney does not set the policies of the township, all legislative action lies with the township board. The issue with grandfathering is the use has to exist and be allowed to start with. The amendment you have before you would allow them in all districts. An ordinance in the future would take it out of the ordinance and in the interim, the police power ordinance limits the number to those already operating. That's what you're doing to stop further expansion. If you move forward with the zoning amendment and police power, it's best to make them coincide and become effective on the same day so there is no gap, so it can be effectively administered from that date going forward. You can still pass an ordinance eliminating the use if that is the township's desire. The board has



followed the proper process on the zoning amendment. The board is not obligated to pass a mirror image of the Planning Commission ordinance.

Planner Kopriva explained the next steps. She will update the effective date to coincide with the licensing ordinance. The Board discussed the three- year eligibility and Kopriva explained that based on conversation with our attorney, we can't exclude 2021 because it needs to go through the effective date of the ordinance.

### **Licensing Ordinance**

Planner Kopriva reviewed the changes to the ordinance. Attorney Wendling changed some language in the purpose and added some definitions. We added federal holidays for quiet time, capped the capacity to a maximum of ten guests, and set the years for license eligibility of 2018 through the 2021 effective date of the ordinance. Operators must get a license in 2021 or they will no longer be eligible in the future. If a license is revoked, the operator is not eligible to renew. Language was changed under violations and penalties to make it clearer.

### **Public Hearings**

MOTION BY TREASURER MIKOWSKI, SECONDED BY TRUSTEE LAUTNER TO ACCEPT THE INTRODUCTION AND TO PUBLISH FOR PUBLIC HEARINGS AND CONSIDERATION OF BOTH ORDINANCES ON APRIL 19, 2021 at 6:00 p.m. The motion passed 5-2 by a roll call vote with Ayes from Mikowski, Lautner, O'Rourke, Allen and Shaw and Nays from Darga and Preston.

### **Planner/Zoning Administrator Position**

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE O'ROURKE TO AUTHORIZE HE CLERK TO POST THE POSITION AT \$58,000 TO \$62,000 SALARY DEPENDING ON EXPERIENCE. The motion passed 7-0 by a roll call vote.

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE DARGA TO AUTHORIZE THE PERSONNEL COMMITTEE PLUS PLANNER SARA KOPRIVA TO CONDUCT INTERVIEWS FOR THE POSITION. The motion passed 7-0 by a roll call vote. The committee will bring back a recommendation for board approval.

### **Public Comment**

Joe Testa, AnneMarie Wigton, Colleen Mulligan, and Bethany Cliff

### **Adjournment**

MOTION BY TRUSTEE ALLEN, SECONDED BY CLERK PRESTON TO ADJOURN THE MEETING . The motion passed 7-0 by a roll call vote. The meeting was adjourned at 7:38 p.m.

**CHARTER TOWNSHIP OF ELMWOOD  
REGULAR BOARD MEETING  
MARCH 8, 2021  
HELD BY REMOTE ELECTRONIC ACCESS**

**Call to Order:**

Supervisor Shaw called the meeting to order at 6:00 p.m.

**Pledge of Allegiance:**

Supervisor Shaw led the Pledge of Allegiance.

**Roll Call:**

**Present:** Jeff Shaw, Connie Preston, Terry Lautner, Jim O'Rourke, Dave Darga, Chris Mikowski, and Deborah Allen

All Board members stated they were participating from locations in Elmwood Township, Michigan.

**Excused:** None

**Declaration of Conflict of Interest:**

None

**Public Comment**

Rod Jones

**Consent Calendar:**

**Department Reports:**

Treasurer

Planning/Zoning

Fire

**Committee Reports:**

**Minutes:**

2-8-21

**Post Audit Invoices 2-15-21 through 3-2-21**

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE ALLEN TO APPROVE THE CONSENT CALENDAR AS PRESENTED. The motion passed 7-0 by a roll call vote.

**Agenda Approval**

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE ALLEN TO APPROVE THE AGENDA AS PRESENTED. The motion passed 7-0 by a roll call vote.

**Supervisor Remarks**

Supervisor Shaw submitted a written report.

**Trustee Remarks**

Trustee Lautner reminded the Board that it had been one year since DTE said they would send a survey regarding coming into the rural areas. He requested that Supervisor Shaw contact them again to see if they might still consider sending out that survey.

**Engineer's Report**

Ken Schwerdt had nothing other than his upcoming agenda item.

**Other Officer Remarks**

None

**Communications from the Clerk**

Clerk Preston reported receiving letters from Karyl Moore and Tony Ansonge.

**OLD BUSINESS**

None

## **NEW BUSINESS**

### **TART Request for Brewery Creek Property Lease**

Chris Kushman with the TART Trails explained that they are looking for a location to build a storage barn for their equipment and would like to use property in Brewery Creek. It was the consensus of the board that it could be an option when we are closer to designing and building our marina parking area.

### **Watershed Center Beach Clean Up**

Baykeeper Heather Smith presented the Watershed's Plan to use an EPA Trash-free Great Lakes grant for beach clean-ups. Supervisor Shaw volunteered to be a Site Captain in Elmwood Township. MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE ALLEN TO PARTNER WITH THE WATERSHED CENTER FOR A BEACH CLEAN UP. The motion passed 7-0 by a roll call vote.

### **Capital Improvement Plan**

The Board reviewed the Capital Improvement Plan as developed by the Planning Commission, adding a building addition and security equipment at the township hall. The board removed the truck and Gator for the marina. MOTION BY TRUSTEE LAUTER, SECONDED BY TRUSTEE DARGA TO APPROVE THE CAPITAL IMPROVEMENT PLAN AS AMENDED. The motion passed 7-0 by a roll call vote.

### **Host Compliance Renewal**

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE O'ROURKE TO RENEW THE CONTRACT WITH GRANICUS/HOST COMPLIANCE IN THE AMOUNT OF \$8137.21.

### **Marina South Wall Height Extension**

Engineer Ken Schwerdt explained the proposal to include the 1.5 foot height extension in the next phase of the design for phase III of the marina improvement. Due to the high water levels, they thought it best to revisit this with the township board. This would need to be included in the grant application that is due April 1. MOTION BY TRUSTEE DARGA, SECONDED BY CLERK PRESTON TO LOOK AT RAISING THE WALL PER ENGINEER SPECS APPROXIMATELY 1.5 FEET. The motion passed 7-0 by a roll call vote.

### **PAYMENT OF INVOICES**

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE LAUTNER TO PAY THE INVOICES IN THE AMOUNT OF \$117,033.34. The motion passed 7-0 by a roll call vote.

### **PUBLIC COMMENT**

None

### **Adjournment**

Motion by Trustee Lautner, seconded by Trustee Allen to adjourn the meeting. The motion passed 6-1 by a roll call vote with Trustee O'Rourke voting no. The meeting adjourned at 7:20 p.m.

**TRAVERSE CITY AREA PUBLIC SCHOOLS  
And  
ELMWOOD TOWNSHIP**

**AGREEMENT FOR COLLECTION OF SUMMER PROPERTY TAXES**

AGREEMENT made as of the 1st day of July, 2021, by and between **TRAVERSE CITY AREA PUBLIC SCHOOLS**, with offices located at 412 Webster Street, Traverse City, MI 49686 (hereinafter "School District") and **ELMWOOD TOWNSHIP**, with office mailing address of 10090 E. Lincoln Road, Traverse City, MI 49684 (hereinafter "Township"), pursuant to 1976 PA 451, as amended, for the providing for the collection by Township of a summer levy all (100%) of School District property taxes for two (2) years (2021 & 2022). This agreement shall renew annually, unless notification is given by either party prior to December 1. Each year upon renewal, the base fee may reflect any increase over the prior year in postage and any additional cost incurred as a result of any new legislative mandates.

The parties agree as follows:

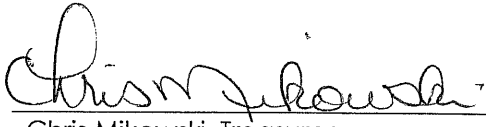
1. The Township agrees to collect all (100%) of the total school property taxes as certified by the School District for levy on July 1, of each year on property located within the Township.
2. The School District agrees to pay costs for preparation and collection of summer taxes for School District as follows:
  - a. The collection fee for 2021 & 2022 will be \$2.50 per parcel. This fee includes the cost of collection of Bay Area Transportation Authority, TBA Intermediate School District, and Northwestern Michigan College summer tax levy.
  - b. Township to submit billing for tax collection for total number of parcels with first remittance of tax collections and School District Business Office will remit to Township within 10 Business days upon receipt of billing.
3. No later than the second Wednesday in June the School District shall certify to the Township Clerk the school millage to be levied on property for summer tax collection.
4. The Township Treasurer shall account for and remit to the School District not later than 12 o'clock, noon, of the second Business Day following the dates as listed below. The Treasurer may retain a maximum of 10% of the taxes collected the last 15 days of February until the delinquent roll is reconciled by the county treasurer. Business Day is defined as a day, other than Saturday or Sunday, on which commercial banks in Traverse City are not required by law or executive order to remain closed.

July 15	October 1	January 1, 15	April 1
August 1, 15	November 1	February 1, 15	May 1
September 1, 15	December 1, 15	March 1	June 1

Remittance is the third business day, rather than the second, when the 1<sup>st</sup> or 15<sup>th</sup> is a Saturday or Sunday.

5. In consideration of the agreement, the Township shall retain the interest earned by the investment of the tax collections from the date of collection to the calendar day immediately preceding the due date of remittance of said taxes to the School District, in accordance with the schedule set forth in paragraph above.

ELMWOOD TOWNSHIP:

  
Chris Mikowski, Treasurer

TRAVERSE CITY AREA PUBLIC SCHOOLS:

  
Christine Thomas-Hill, Associate Superintendent  
of Finance and Operations

SIGNATURE AUTHORIZED BY ELMWOOD  
TOWNSHIP TRUSTEES RESOLUTION OF

3/10/2021, 2021.

  
Sandra Low, Finance Director

\_\_\_\_\_  
Jeff Shaw, Supervisor

\_\_\_\_\_  
Connie Preston, Clerk

## Supervisor's Report

04/12/21

1. Treasurer Mikowski, Clerk Preston and I have been interviewing candidates to fill the position of Elmwood Township Planner and Zoning Administrator. The add was placed on indeed.com on March 3, 2021. We had 58 applicants. We interviewed 7 candidates that were potentially the most qualified. We have one front runner with whom we are trying to arrange an in-person interview. How the Board would like to proceed in the interim will be discussed as an agenda item. There were no local candidates. Many were from out of state.
2. We are happy to have our Grounds Crew back at it. We will miss Rod tremendously. We do have an opening if anyone has any interest in spending the summer working with the absolute best grounds crew.
3. The bench donated by Margaret and Tom La Huis, to honor their grand daughter Audrey Lou was delivered this week. It will be placed near the playground at Greilickville Harbor Park in the near future. Thank you again to Margaret and Tom for their generous donation to the Park.
4. Heather Hedding from the Michigan Department of Natural Resources contacted me (Copy of the email is enclosed in your Board packet). The MDNR would like to put a small chest freezer at the Fish Cleaning Station to collect tagged fish heads.

# FW: New Traverse City fish cleaning station

Hettinger, Heather (DNR) <HettingerH@michigan.gov>

Fri 4/2/2021 3:09 PM

To: Jeff Shaw <supervisor@elmwoodtownship.net>;

Hi Jeff,

We normally keep some small freezers at the fish cleaning stations across the state, for anglers to leave their Coded Wire Tag fish heads in. Our creel clerk would then come around on a regular basis and take those heads up to our research station. Would it be possible for us to have one of those freezers at the new fish cleaning station? They are a huge help in gathering the tag information from anglers, we typically see really good angler participation.

Thanks!  
Heather

Heather Hettinger  
Fisheries Management Biologist  
Central Lake Michigan Mgt. Unit- Traverse City Field Office  
231.463.4030 (Cell)  
231.922.6056 (Desk)  
[hettingerh@michigan.gov](mailto:hettingerh@michigan.gov)

Far and away the best prize that life has to offer is the chance to work hard at something worth doing...  
~Theodore Roosevelt

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**From:** Clevenger, John (DNR) <ClevengerJ@michigan.gov>  
**Sent:** Friday, April 2, 2021 9:06 AM  
**To:** Hettinger, Heather (DNR) <HettingerH@michigan.gov>  
**Cc:** Vaas, Mark (DNR) <VaasM@michigan.gov>; Mickevich, Joe (DNR) <MickevichJ@michigan.gov>; Arend, Nicholas (DNR) <ArendN3@michigan.gov>; Clapp, Dave (DNR) <CLAPPD@michigan.gov>  
**Subject:** New Traverse City fish cleaning station

Heather,

Can we get permission to put a new CWT freezer in the new fish cleaning station in Traverse City? I'll let you contact the powers to be since you probably know them 😊

I'm sure we have the money to purchase a new 5 cubic foot freezer like we have used at other locations.

Thanks  
John

ORDINANCE NO. 2021-04

ELMWOOD CHARTER TOWNSHIP  
ORDINANCE GRANTING FRANCHISE TO  
TRAVERSE CITY LIGHT & POWER DEPARTMENT TO  
TRANSACT LOCAL BUSINESS FOR A PERIOD OF 30 YEARS

An Ordinance to grant a non-exclusive franchise to Traverse City Light & Power Department to transact local business within Elmwood Charter Township.

THE CHARTER TOWNSHIP OF ELMWOOD ORDAINS:

There is hereby adopted an Ordinance granting to the Traverse City Light & Power Department, its successors and assigns, a Michigan municipal electric utility, a non-exclusive franchise to transact local business within the Charter Township of Elmwood, pursuant to the following terms:

1. Grant of Franchise. The Charter Township of Elmwood, State of Michigan, hereafter referred to as Township, hereby grants to Traverse City Light & Power Department and its successors and assigns hereinafter referred to as Grantee, a franchise to construct, lay, operate, replace, repair, maintain, and commercially use electric and telecommunications facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, underground wires and equipment, and other necessary electrical and telecommunication works in, on, under, along and across the highways, streets, alleys, bridges, and other public places, and a non-exclusive franchise to transact local business in that area of the Charter Township of Elmwood, Leelanau County, Michigan, described in paragraph 2 hereof for the purposes of producing, storing, transmitting, selling, and distributing electricity and telecommunication services into and through the Township and all other matters incidental thereto.



2. Consideration. In consideration of the rights, power and authority hereby granted, Grantee shall faithfully perform all things required by the terms hereof.

3. Franchise Area. The Franchise Area is described on Attachment A, attached hereto and incorporated here by reference.

4. Construction and Maintenance Standards. All of the Grantee's towers, masts, and poles shall be neat and sightly, and so placed on either side of the highways, streets, alleys, and bridges as not to unnecessarily interfere with the use thereof for highway, street, and alley purposes. All of the Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways, streets, and alleys. All work performed by said Grantee in said highways, streets, alleys, bridges, and other public places shall be done so as not to interfere with the use thereof, including the Township's use and maintenance of its utilities, and when completed, the same shall be left in as good condition as when work was commenced. The Grantee shall have the right to excavate and to trim trees if necessary, in the conduct of such business, subject, however, to the supervision of the highway authorities.

5. Hold Harmless. The Grantee shall at all times keep and save the Township free and harmless from all loss, costs, and expense to which it may be subject by reason of the negligent or grossly negligent construction and maintenance of the facilities hereby authorized or any construction and maintenance done with the intent to cause harm. In case any action is commenced against the Township on account of the permission herein granted, said Grantee shall, upon notice, defend the Township and save it free and harmless from all loss, costs, and damage of any nature, including reasonable attorney fees, arising out of such negligent or grossly negligent construction and maintenance or any construction and maintenance done with the intent to cause harm.

5. Non-Exclusive Rights. The rights, power, and authority herein granted are not exclusive.

6. Revocation. The franchise granted by this Ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

7. Additional Conditions. In addition to other conditions contained herein, the foregoing grant shall be subject to the following conditions:

A. Before commencing the construction of any electric transmission line or changing the route thereof, the Grantee shall notify the County Road Commission of the proposed construction and obtain approval from the County Road Commission and, if the County Road Commission should so require, file with it plans and specifications of the proposed construction.

B. The Grantee shall at all times conform to all ordinances of the Township now in force and as amended or enacted hereinafter.

C. The Grantee shall keep on file at its principal office full and complete plans showing the general location of all franchise equipment and facilities installed on any public property within the Township. The Grantee shall file with the Township Clerk on or before the first Monday in February of each year up to date mapping products (electronic or hardcopy) showing the location of all franchise equipment and facilities installed in public places of the Township.

D. The Township may require that the Grantee, before entering upon any public place for the purpose of initial installation of any pole, line, equipment or facility, file plans and specifications for such proposed pole, line, equipment or facility and shall not undertake such initial installation until the Township Board shall have approved the plans and specifications,

which will not unreasonably be withheld, conditioned or delayed. This provision shall not apply to lines, equipment or facilities installed on existing poles or poles, lines, equipment or facilities necessary for service drops.

E. The Grantee shall raise its wires or otherwise move them for the passage of any structure when so requested by the County Road Commission. Such work by Grantee shall be without charge if it is determined by the County Road Commission to be necessary for public purposes.

F. Within twelve (12) months after the use of any franchise equipment or facility has been permanently discontinued or after the franchise expires or is otherwise terminated, the Grantee shall remove such property from any public place in the Township and restore such public place so as to conform in all respects with the current condition of such public place at the date of such restoration; provided such property shall not be removed if the Township Supervisor shall determine that such removal shall cause unreasonable damage to such place, and the Township Supervisor thereupon requests that any such property shall remain in place then such property shall not be removed and title thereto shall become vested in the Township.

8. Non-Assignment. The Grantee shall not assign the franchise or otherwise transfer it or permit others to use it except on prior written approval by ordinance enacted by the Township Board or except as required by law.

9. Effective Date. This Ordinance shall take effect on the day after the date of publication thereof, which publication shall be made within 30 days after its adoption, provided it shall cease and be of no effect after thirty (30) days from its adoption, unless within said period the Grantee shall accept the same in writing and file its acceptance with the Township Clerk. Upon the acceptance and publication hereof, this Ordinance shall constitute a contract between

the Township and Grantee, subject to each party's right to revocation contained in paragraph 6 above, for a period of thirty (30) years from the date Grantee's acceptance is filed with the Township Clerk.

Elmwood Township Fire and Rescue Department

**MEMORANDUM**

To: Township Board of Trustees, Charter Township of Elmwood  
From: Keith Tampa, Fire Chief  
Cc: ---  
Date: April 6, 2021  
Re: **Disposal of Department Surplus Equipment**

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I am requesting approval to dispose of retired, damaged, or otherwise non-compliant fire department clothing and equipment.

**Equipment for Disposal**

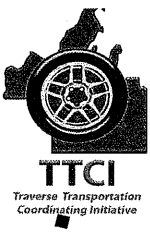
- 80 Gallon Vertical Air Compressor. This compressor is estimated at approximately 20 years old and was recently replaced with a quieter, more efficient compressor.
- Assorted Fire Adapters and Fittings. EFD has accumulated an assortment of adapters and fittings as equipment and vehicles have been replaced. Where appropriate, some pieces have been used or placed in reserve for future needs. Disposal is focused on older, heavier pieces and those whose diameters are no longer used by EFD.
- Firefighter Turnout Gear (TO). At least two (2) sets of TO gear, including boots have surpassed the NFPA standard for service life of 10 years. The TO gear was demoted to "Training Only" status for an additional 5 years, to be used in non-immediately dangerous to life and health (IDLH) environments. This gear has already been replaced through a standard PPE rotation program.

**Disposal Methods**

Equipment will be disposed of in one of the following ways:

- Online auction (MuniciBid)
- Recycled as scrap.
- Donated to departments in need.

Removal of this equipment does not place any added burden to EFD or its current operations and has little to no value.



600 E Front Street, Suite 104, PO Box 506  
Traverse City MI 49685-0506  
(231) 929-5000 • 1-800-692-7774 • FAX (231) 929-5012  
traversetransportation.org



A program of  
**Networks  
Northwest**  
Talent / Business / Community

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*The mission of the Traverse Transportation Coordinating Initiative (TTCI) is to provide coordinated leadership and direction for the development and conduct of the continuing, cooperative & comprehensive transportation planning process for the Traverse City urban area.*

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**DATE: March 12, 2021**

**TO: Elmwood Township**

**DESCRIPTION: 2021 TTCI dues**

**AMOUNT: \$1,000**

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**PLEASE SEND YOUR PAYMENT (make check payable to NW MI COG)**

**Attn: Mary Watson Clark  
Networks Northwest  
PO Box 506  
Traverse City, MI 49685-0506**

If you have any questions concerning this invoice, please contact Jan Warren by phone at 231-633-5819 or by email [jan.warren@networksnorthwest.org](mailto:jan.warren@networksnorthwest.org)



**Local Government Approval For On-Premises Tasting Room Permit**  
(Authorized by MCL 436.1536)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
the following resolution was offered: (date) (time)

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from Brengman Brothers  
(name of applicant - if a corporation or limited liability company, please state the company name)

**for a NEW ON-PREMISES TASTING ROOM PERMIT**

to be located at: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_ (township, city, village)  
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933  
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906  
Fax to: 517-763-0059

Staff noted the Commission received additional information from the applicant related to their food service and what is going to happen in relation to the GAMP standards and an updated site plan that includes the additional parking that was discussed at last month's meeting. She also forwarded the Commissioners a copy of the Fire Department's review of the site where they said the design is acceptable with stipulations. She felt that everything missing from the previous application was included. She did address the GAMPS and said she talked with Mike from GAMPS and he is willing to do an educational session before a meeting via Zoom.

**Public Comment opened at 8:21 p.m.**

**No public comment was made.**

**Public comment closed at 8:22 p.m.**

**Public hearing closed at 8:24 p.m.**

The Commissioners deliberated and went through standards for approval.

**MOTION BY COMMISSIONER APRILL, SECOND BY COMMISSIONER MCDONALDS TO APPROVE SU/SPR 2021-01 BRENGMAN BROTHERS VINEYARDS DISTILLERY AND ASSOCIATED TASTING ROOM BASED ON FINDINGS OF FACT AND CONDITIONAL APPROVALS IDENTIFIED. ROLL CALL: AYE-JEFF APRILL, NATE MCDONALDS, JONAH KUZMA, DOUG ROBERTS, KENDRA LUTA, CHRIS MIKOWSKI, RICK BECHTOLD. MOTION PASSED BY A UNANIMOUS VOTE.**

Chairman Bechtold thanked the applicant for their patience, diligence, and thoroughness of the documents they provided and wished them good luck with their new venture.

**J. NEW BUSINESS: (1:37:34) None**

**K. COMMENTS FROM THE CHAIR:** Commissioner Bechtold said he would be interested in having a tutorial on the MEEP side of what the Dept. of Ag does in conjunction of how that fits in with the GAMPS. Also, he completed the online course put on by the Michigan Association of Planners. He thanked the Commissioners for their diligence and for being prepared for the meeting. He asked Staff if they would have 1 more Zoom meeting and then be back in person.

Staff explained the electronic meetings Act expires at the end of the month, but there is a proposed Bill that would extend that to June 30<sup>th</sup> to allow for electronic meetings because after the end of March, essentially electronic meetings can only happen if you can participate as a military member, or a state of emergency declared for your local government. She said currently they've been limited to 25 people for in person gatherings,



CHARTER TOWNSHIP OF ELMWOOD  
PERSONNEL COMMITTEE MEETING  
ELMWOOD TOWNSHIP HALL  
MARCH 17, 2021

The Personnel Committee met at 1:30 p.m.

Members Present: Connie Preston, Jeff Shaw, and Chris Mikowski

Harbormaster Peter Moon was also present.

After discussion regarding increasing wages for Marina and Buildings and Grounds in order to stay competitive with other employers, the Committee developed the following wage scale:

Starting wage	\$11.50
2 <sup>nd</sup> year	\$12.00
3 <sup>rd</sup> year	\$12.50
4 <sup>th</sup> year	\$13.00
5 <sup>th</sup> year	\$13.50

Deputy Harbormaster starting wage \$15.00 with .50 increase per year.

Wages for employees with more than 5 years should reflect the increased percentages set by the board during budget discussions.

Marina inside office help should continue with the \$1.00 additional per hour.

Supervisor Shaw distributed an informational spreadsheet with wage and benefit comparisons for Fire Chiefs in surrounding jurisdictions.

The meeting was adjourned at 2:15 p.m.

letter of transmittal

B R   
Beckett & Raeder

Landscape Architecture  
Planning, Engineering &  
Environmental Services

April 5, 2021

Jeff Shaw, Supervisor  
Elmwood Township  
10090 E Lincoln Rd  
Traverse City, MI 49684

Regarding: Planning and Zoning Services

  
initiative

As you are aware, I have taken a position at Beckett & Raeder but have continued to work on behalf of Elmwood Township during the transition period to find my replacement. I have been doing this as a part time employee in addition to my full time position. As we go through the interview process, it has become apparent that it will take some more time to get someone on board to do the planning and zoning work and is not sustainable for me to continue to work my full time job for the Township on a part time basis.

At this time, I am requesting that the Township enter into a professional services agreement with BRI to continue the planning and zoning services that I provide. This would be done in the same manner as we have been doing for the last 2 months while I have been working part time. I will be available via phone and email for staff and the public and will continue to hold limited office hours at the Township. To the public, it will continue to look and function as if I were a part time employee but will be contracted through BRI.

I have attached the fee schedule and a standards professional agreement for the board's review and approval.

In addition, the agreement could be used on a more permanent basis if desired or if a replacement cannot be found. By contracting with a private firm, not only do you get my experience and expertise but the ability to tap into the resources of my team. This may save money in the long run since I would still be available to answer questions and hold office hours but the Township would not be required to provide fringe benefits. Feel free to contact myself or John Iacoangeli to discuss further if you would like to discuss this option.

Please let me know if you have any questions,

Sincerely,



Sara Kopriva, AICP  
Planning Professional

Beckett & Raeder, Inc.  
535 West William, Suite 101  
Ann Arbor, MI 48103

Petoskey Office  
113 Howard Street  
Petoskey, MI 49770

Traverse City Office  
148 East Front Street, Suite 207  
Traverse City, MI 49684

Toledo  
419.242.3428 ph

734 663.2622 ph  
734 663.6759 fx

231 347.2523 ph  
231 347.2524 fx

231 649.1065 ph  
231 944.1709 fx

www.bria2.com

## 2021 Professional Planning Service Fee and Structure

Beckett & Raeder, Inc. / BRI, Inc. is pleased to submit for consideration the following fees for professional services and time / material services:

### AS REQUIRED BY CLIENT ON MONTHLY BASIS:

Principal	\$125.00 Hour
Senior Associate	\$90.00 Hour
Associate	\$80.00 Hour
Project Professional/Landscape Architect/Planner	\$70.00 Hour
GIS Technician	\$ 70.00 Hour
Clerical	\$ 60.00 Hour
Interns (non-degreed)	\$ 35.00 Hour
Printing and Duplicating	At Cost
Photography	At Cost
Postage / UPS / FedEx	At Cost
Mileage	At Current Federal Rate

### SPECIAL STUDIES / REPORTS

Community Master Plan or Master Plan Amendment	Scope and Budget Authorized Separately
5-Year Parks and Recreation Plan	Scope and Budget Authorized Separately
Corridor Study or Sub-Area Plan	Scope and Budget Authorized Separately
Downtown Plan	Scope and Budget Authorized Separately
Tax Increment Financing Plan	Scope and Budget Authorized Separately

*Note: Rates will be adjusted on the first of each year and billings will reflect the rates in effect at the time of services rendered*

AGREEMENT FOR PROFESSIONAL SERVICES  
**Elmwood Township**  
Project Number:

An Agreement entered by and between:

**Beckett & Raeder Inc.**  
535 West William, Suite 101  
Ann Arbor, MI 48103  
734.663.2622

**Elmwood Township**  
10090 E Lincoln Rd  
Traverse City, MI 49684  
231.946.0921

For project known as: Planning and Zoning Services

Description of Work: serve as the capacity of Zoning Administrator and Planner for Elmwood Township

Compensation: Client agrees to compensate Consultant as per attached fee structure

Agreement Amount:

Invoice Basis:

- Fixed Fee: Invoiced monthly on a Percentage of Completion.
- Time & Material: Invoiced monthly based Actual Time and Materials
- Time & Material: Not to exceed Agreement Amount - Invoiced Monthly
- Percentage of Construction: Invoiced monthly based on  
X.X.X% of an estimated Construction Value of \$XX,XXX,XXX

Acknowledgements:

**Beckett & Raeder Inc.**

**Client**

Name  
Title

Name  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### ***Warranties and Disclaimer.***

Firm warrants that (a) all Deliverables provided to Client shall be Firm's original work, or that Firm will have acquired all rights necessary to fulfill its obligations under this Agreement and each Scope; (b) all Deliverables shall be provided in a diligent, prompt, and professional manner by individuals with the necessary knowledge and training to provide such Deliverables; and (c) all Deliverables will be provided in accordance with the milestones agreed to in the applicable Scope; provided that Client timely, accurately and completely performs all of its obligations under this Agreement and the Scope. The warranties described in this Section are the only warranties Firm makes under this Agreement. FIRM DISCLAIMS, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

### ***Client Responsibilities - Generally.***

Client shall provide Firm with all access to Client's personnel, facilities, computers, materials and all other equipment reasonably necessary for Firm to provide the Deliverables as specified in the applicable Scope. Client will obtain any consent required from a third party to permit Firm to access and use that third party's hardware, software or other proprietary material under Client's possession and control in order for Firm to provide the Deliverables under the applicable Scope. Client warrants that it shall timely, accurately and completely perform those obligations and assume those responsibilities specified in this Agreement and in each applicable Scope, including, but not limited to, the timely rendering of all required decisions and approvals. Should Client fail to comply with this warranty, Firm shall receive an appropriate extension of time to provide the Deliverables under the applicable Scope, and Client shall reimburse Firm for all additional direct costs or expenses incurred by Firm as a result of Client's noncompliance.

### ***Ownership and Use of Deliverables.***

Unless otherwise expressly provided in a Scope, Firm will own all rights, title and interests, including intellectual property rights, in and to all Deliverables and other materials created in connection with or pursuant to this Agreement. No Deliverables will be considered "works made for hire" as that term is used in association with the U.S. Copyright Act. Nothing herein shall be construed to restrict, or constitute an assignment of, any of Firm's rights or proprietary interests in its methodologies, techniques, technology or products. Upon the payment of all amounts owed to Firm under the applicable Scope, Client will own its copies of all Deliverables provided to Client by Firm, and may copy, use, modify, adapt, translate and distribute all such Deliverables within its organization without restriction. The Deliverables may be used only for Client's business purposes as described in the applicable Scope. Any reuse or other use of any Deliverables after they have left the custody of Firm shall be at Client's sole risk without liability to, or cause of action against, Firm.

### ***Limitation of Liability.***

In recognition of the relative risks, rewards and benefits of the Projects to both the Client and the Firm, the risks have been allocated such that the Client agrees that, regardless of the form of action or theory of recovery, in no event shall Firm be liable to Client in connection with this Agreement and/or Deliverables for any (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if Firm has been advised of the possibility of such damages; (b) lost profits, lost revenue, lost business expectancy, business interruption losses or benefit of the bargain damages; (c) act or omission of any third party, except for Firm's authorized subcontractors; and/or (d) direct damages in an amount in excess of all amounts received by Firm under the Scope under which the claim arose or \$100,000, whichever is less. These limitations apply to, without limitation, Firm's negligence, errors, omissions, strict liability, and breach of contract.

### ***Weather Conditions***

As required by the scope of work Firm may be required to attend Client meetings. Weather conditions, especially during the winter months, may impair attendance at these meetings. If the National Weather Service issues a "weather advisory" on the evening before or day of the scheduled meeting the Firm has the option to notify the Client that they will not be attending the meeting in person. If the National Weather Service issues a "weather warning" on the evening before or day of the scheduled meeting the Firm will not be attending the meeting in person. However, in either instance, if the Firm's personnel are not in person at the meeting, they will be accessible by phone and/or GoToMeeting, Zoom, or other telecommuting venue. These arrangements will be coordinated in advance with the Client.

### ***Dispute Resolution.***

Any dispute between the parties arising out of or related to this Agreement and/or the Deliverables shall be initially submitted to non-binding mediation and in such event each party shall be equally responsible for the expense of the neutral mediator. If mediation is unsuccessful or is not commenced within thirty (30) days of written notice to the other party of a dispute, the dispute shall be resolved by arbitration. These dispute resolution procedures shall be conducted in accordance with the Construction Industry Rules of the American Arbitration Association and the arbitrator(s) shall have the power to award legal and equitable remedies. Judgment upon the award may be entered in any court having jurisdiction thereof. Nothing herein shall prevent either party from seeking injunctive or other equitable relief from a court of competent jurisdiction pending the conduct and outcome of arbitration.

### ***Entire Agreement - Amendment / Modification.***

This Agreement, which includes these Terms and Conditions and all Scopes, is the sole understanding of the parties with respect to the stated subject matter and may be amended only by a written agreement signed by both parties. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form.

### ***Termination***

This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party. In the event of termination, Firm shall be paid all amounts due and owing from Client for Firm's performance up to the effective date of termination. Upon payment of all such amounts, Firm shall deliver to Client all Written Materials under the Scope. All provisions of this Agreement relating to ownership, indemnification and limitations of liability shall survive termination of this Agreement.

## Connie

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**From:** Jeff Shaw <supervisor@elmwoodtownship.net>  
**Sent:** Monday, April 05, 2021 3:32 PM  
**To:** Connie Preston  
**Subject:** Fw: SAW Grant Sanitary Sewer Study Sewer Cleaning  
**Attachments:** Northern A1 Televising Elmwood Twp.pdf

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**From:** Schwerdt, Kenneth <kschwerdt@wadetrim.com>  
**Sent:** Monday, April 5, 2021 3:21 PM  
**To:** Jeff Shaw; Sara Kopriva  
**Cc:** Sousa, Brian C.  
**Subject:** SAW Grant Sanitary Sewer Study Sewer Cleaning

Hi Jeff,

Part of the SAW Grant sewer system study grant was to do jet cleaning and televising of sewers in the Elmwood System. The budget amount set aside for this portion was approximately \$32,000, and the priorities were laid out as the larger main lines along M-22 and Cherry Bend road that had not been done in the last 10 years. These top priorities were laid out in the 2014 grant application, and appears to still be applicable based on our visual inspection of the manholes performed last fall. The cleaning and televising would be reviewed and utilized to determine if additional capital improvements are needed in those sections of mains.

We sent this information to Northern A-1 to get a quote for budgeting purposes. The attached quote lays out the cost for all of the top priorities identified in the grant application. The total cost quote provided for all top priorities could be over \$78,000 based on a per foot of sewer main cost plus an estimated volume of sediment disposal. Northern A1 is willing to reduce scope as needed to fit the project budget.

At this time we are looking for direction whether the Township wants to award this work to Northern A-1, or if we should pursue additional quotes. If the Township wants to utilize this bid, it can either be awarded for the full amount requiring additional funding from the Township, or it could be awarded to clean as much sewer as possible within the remaining grant budget. While the cleaning and televising work would be contracted directly with the Township, Wade Trim will provide coordination to get the work completed as part of our current SAW Grant Study contract.

If you have any questions on this please let us know.

Thanks,



Ken Schwerdt, Professional Engineer  
10850 E. Traverse Highway, Suite 2260, Traverse City, MI 49684  
231.878.4827 cell





3947 US 131 North, P.O. Box 1030 / Kalkaska, Michigan 49646 / Tel. (231) 258-9961 / Fax (231) 258-9971  
1680 Peach Street/ Whitehall, Michigan 49461 / Tel (231) 893-1173/ Fax (231) 893-1193  
2510 Saidla Road/ Kalamazoo, Michigan 49001 / Tel (269) 359-7503 / Fax (231) 893-1193

Wade Trim  
Mr. Ken Schwerdt  
10850 East Traverse Highway  
Traverse City, Michigan 49684

February 11, 2021

RE: Costs to Clean and Televis Sewer Lines in Elmwood Township

Dear Mr. Schwerdt:

Northern A-1 Services, Inc. (NA-1) is pleased to provide you with an outline of the costs involved for the above referenced project. NA1 will provide the equipment/personnel for televising and cleaning of 18,600 lineal feet of sanitary sewer line in Elmwood Township. All waste will be transported for disposal. The costs are as follows:

Televis 18,000 Lineal Feet of 8" – 24" Sewer Lines .....	\$ 1.50/Lineal Foot
Clean 4,500 Lineal Feet of 8" Sewer Lines .....	\$ 1.91/Lineal Foot
Clean 3,000 Lineal Feet of 12" Sewer Lines .....	\$ 1.91/Lineal Foot
Clean 7,200 Lineal Feet of 15" Sewer Lines .....	\$ 2.10/Lineal Foot
Clean 3,900 Lineal Feet of 18" Sewer Lines .....	\$ 2.15/Lineal Foot
Traffic Control for 2 Weeks .....	\$ 4,250.00
Disposal (\$250 Minimum).....	\$ 75.00/Yard
Miscellaneous Supplies/PPE .....	Billed as Needed

Please keep in mind that this project will be billed on a time and materials basis with actual hours and actual quantities if applicable. There will be a two (2) hour minimum charge for these services.

NA1 will make every attempt to ensure the project is completed successfully, however we cannot be responsible if complications arise due to unforeseen underground conditions such as foreign objects, misaligned joints, damaged pipe or other obstructions that may cause our equipment to become lodged in the line or prevent us from successfully completing this project. In the event a situation of this nature occurs; the Client would be responsible for cost of remedying this situation and associated costs.

If the material is shown to be other than described and/or if site conditions are found to be such that additional equipment or services are required for safe removal of these materials, a cost re-evaluation will be required.

This pricing is valid for 30 Days. Any pricing fluctuations in steel, energy or similar markets may result in a price adjustment.

If you accept the terms of this proposal, please sign below, and **return a copy** to my attention via fax or mail. All work referenced above in this proposal will be invoiced directly to you unless Northern A-1 is otherwise instructed. If you have any questions or comments, please feel free to give me a call. Thank you for the opportunity to provide you with this quote.

PROPOSAL SUBMITTED BY: Tom Wolfe, Email: [twolfe@gflenv.com](mailto:twolfe@gflenv.com), Cell (231) 342-9826

TW/bw

**ACCEPTANCE OF PROPOSAL**

Purchaser: \_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Specify Title

## Fire Chief Salary

I collected information from all the surrounding Townships regarding Fire Chief Salaries and benefits. Please see the enclosed chart.

I thought we should discuss how we want to proceed as we consider filling the Assistant Chief position.



Fire Chief Salaries

2021

Township	Salary	Other	Vehicle	Retirement
Leelanau	56,656	Phone, health, dental, vision, life, disability	No. Township paid to retrofit personal vehicle	Retirement – 10%
Blair				
EMS Director	70,298	Phone, family health & vision ins, life/disability		Retirement – 11%
Fire Chief	61,775	same	Yes	Retirement – 11%
Suttons Bay	85,000	3% yearly raise, health, life disab. Insurance, phone	Yes	Defined benefit pension plan – 14%
Glen Lake	85,000	Health insurance, Life/Disability ins, phone	Yes	Retirement - 9% - 2021, 12% - 2022
Cedar	75,000	Family health, dental, vision, life ins. Phone	Yes	Retirement - 6%
Long Lake	71,237		Yes	Retirement – 11%
Leland	84,800	Family medical ins, Life/Dis ins	Yes	Retirement – 5%
Almira	65,000	Health, vision, dental (\$2500 HSA contribution)	Yes – vehicle available for use	Retirement
Elmwood	\$55,000	Health, vision, dental, life ins	No	Retirement – 10%
Peninsula	\$87,500	Health, vision, dental, life, disability	Yes	Retirement

Adding the salaries of the fire chiefs from the other townships (\$742,266) and dividing by 9 (I didn't include the EMS director salary at Blair) = \$82,474 average yearly salary.

### Deputy Fire Chief/Lieutenant Salaries

Township	Assistant Chief	Deputy Chief	Lieutenant	Captain
Leelanau	\$1200 additional	\$1800 additional	\$250 additional	\$500 additional
Blair				\$3100
Suttons Bay			10% more	17% more
Glen Lake			\$16.71-\$22.40	\$19.64-\$25.31
Cedar			<u>3@\$1.28/hr</u>	1@\$2.57/hr
Long Lake	\$1000-\$2000	\$1000-\$2000	\$3200	\$1000-\$2000
Leeland			\$3200	
Almira			\$1200/yr	
Elmwood			\$17.55-\$18.96	\$18.45
Peninsula				\$19.94/hr

April 8, 2021

Mr. Jeff Shaw, Supervisor  
Elmwood Township  
10900 E. Lincoln Road  
Traverse City, Michigan 49684

Subject: Pickleball Courts

Dear Mr. Shaw,

Getting ready to kick off our seventh year of playing pickle ball at the Elmwood Courts. With your permission we, again, would like to post our sign reserving the courts for play on Monday and Wednesday mornings, 9-11 am.

The grounds crew have always taken such good care of the courts and we so appreciate all they do for us. We feel that we have "a little bit of heaven" here at Elmwood.

If there is any further discussion required, please feel free to contact me either by phone or e-mail. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Rita Cheyne".

Rita Cheyne  
12045 South Elk Run  
Traverse City, 49684  
Tel: 929-4385  
Email: cheyner1@gmail.com