

Treasurer's Report reflects bank account balances

Treasurer's Report

DECEMBER 2020

#101 General Fund
 #203 Metro Authority
 #206 Fire Fund
 #207 Police
 #212 Liquor Control Fund
 #590 Sewer CD Mat May 2018
 #591 Timberlee H20
 #592 Greilickville H20
 #594 Marina
 #701 Trust & Agency
 #703 Current Tax
 #815 E. Timberwoods
 #816 GSAD Receivable
 #817 SBlue & Old Orch
 #818 Old Orchard
 #820 Maintenance E.R. Rds
 #821 Maintenance S.B. Rds
 #861 Bayview Estates Lights

General Fund Huntington
 Huntington Bank
 Huntington Bank
 Huntington Bank
 Huntington Bank
 Sewer Huntington
 Huntington Bank
 Huntington Bank
 Marina Huntington
 Huntington Bank
 Huntington Bank
 Huntington Bank
 Savings Huntington
 Huntington Bank
 Huntington Bank
 Huntington Bank
 Huntington Bank
 Huntington Bank
 Huntington Bank

\$ 737,242.67
 \$ 42,958.14
 \$ 469,672.56
 \$ 809.28
 \$ 3,434.20
 \$ 584,694.24
 \$ 381,959.51
 \$ 132,793.39
 \$ 90,013.12
 \$ 1,296.49
 \$ 415,333.15
 \$ 23,014.46 *(9,433.13)
 \$ 63,653.01
 \$ 1,598.24 *(6,698.86)
 \$ 2,100.95
 -\$ 2,699.10
 \$ 2,962.08
 \$ 2,265.40

TOTAL \$ 2,953,101.79

INVESTMENT ACCOUNTS CD's	PURCHASED AMOUNT	PRIOR MONTH VALUE	CURRENT VALUE	EST MONTHLY INT	PAID INTEREST
#101 Goldman Sachs	\$200,000.00		\$ 203,266.00	\$ 3,266.00	
#101 Beal Bank	\$190,000.00		\$ 190,047.50	\$ 47.50	
#101 FIDELITY GOV MMKT DAILY		\$ 8,974.60	\$ 10,688.64	\$ 1,714.04	\$ 1,714.04
#206 Federal Farm	\$235,000.00		\$ 235,002.35		
#206 MIMIKT		\$ 5,032.16	\$ 5,032.20	\$ 0.04	\$ 0.04
#590 Ally Bank	\$250,000.00		\$ 258,970.00	\$ 8,970.00	
#590 Morgan Stanley	\$150,000.00		\$ 154,902.00	\$ 4,902.00	
#590 JP Morgan Chase	\$250,000.00		\$ 250,000.00	\$ 0.00	
#590 DREYFUS GOVT	\$121,355.93	\$ 121,357.96	\$ 121,360.20	\$ 2.24	\$ 2.24
BOND INTEREST			\$ 6,087.12	\$ 6,087.12	
#594 Dreyfus MIMIKT	\$ 150,000.00	\$ 154,175.88	\$ 154,177.15	\$ 1.27	\$ 1.27
#594 Morgan Stanley	\$ 250,000.00		\$ 250,000.00	\$ 0.00	
BOND INTEREST			\$ 2,961.64	\$ 2,961.64	
	\$1,796,355.93	TOTAL	\$ 1,842,494.80	\$ 27,951.85	\$ 1,717.59
		GRAND TOTAL	\$ 4,795,596.59		

Connie M. Preston, Clerk


 Chris Mikowski, Treasurer

To: Elmwood Township Board

From: Sara Kopriva AICP, Planner/Zoning Administrator

RE: December 2020 Planning and Zoning Report

Land Use Permits:

	December 2020	December 2019	Year to Date 2020	Year to Date 2019
Single Family Dwelling	4	0	15	24
Attached SFD	0	0	0	2
Accessory Building	0	2	11	9
AG Building	0	0	0	5
Residential Addition	0	0	7	11
Deck	0	1	5	9
Sign	0	0	7	0
Commercial	0	0	2	3
Misc.	0	1	4	7
Total Permit	4	4	49	70
Fees Collected	\$340.72	\$150.40	\$3,031.88	\$4,672.73

Zoning Board of Appeals:

Past Meeting

- No business

Future Meeting

- January 6, 2020- Organizational Meeting, TC Whiskey High Variance

Planning Commission:

Past Meeting

- December 15, 2020- Rural Resort Amendment, Capital Improvement Plan, Meeting Calendar

PC Continued:

Future Meeting

- January 19, 2020- Public Hearing Capital Improvement Plan, Rural Resort Amendment, Crain Hill Vineyard/Distillery

Park and Recreation:

- December 17, 2020- Ice Skate Rink- exploring further to provide recommendation to the Township Board in the future

Marina Committee

- December 10, 2020- Phase 3 Marina Redevelopment- Reviewed plan and made recommendation to the Township Board to move forward with project

CHARTER TOWNSHIP OF ELMWOOD
Park and Recreation Committee (via ZOOM)
Special Meeting Minutes for December 12/17/20

1. Meeting was called to order via ZOOM @ 6:00 P.M. by Kyle Trevas.
2. ROLL CALL: Committee members present were Kyle Trevas, Noel Flohe, Ed. Basile, and Deborah Allen (quorum met). Also present was Sarah Kopriva, AICP.
3. PUBLIC COMMENT: None.
4. AGENDA: Explore the possibility of installing an ice rink in Elmwood Township at the Brewery Creek property. Noel moved, seconded by Ed to approve the agenda—U by voice vote.
5. Minutes for July 8, 2020 Regular Meeting: Moved by Noel, second by Ed. to approve as printed—U by voice vote.
6. NEW BUSINESS: Synthetic Rink @ Brewery Creek on TWP property. The location would be West off Brewery Creek entrance on the South/West property corner South of Fisherman.

Tim Oldfield from “SmartRink Synthetic Ice” offered TWO quotes:
 1. A: Size 60 X 100 ft. He recommended a heavy duty “ProFast-15 panel” which would actually be 60.4 ft. X 98.6 ft. He estimated its price at \$106,020.00 which can be placed over a variety of surfaces, even if not completely level, without needing a sub base. The rink would be completely enclosed with 4 ft. high fence panels and all parts can be seasonally installed/dismantled. This size would accommodate up to 108 skaters.

B: A smaller size 41 ft. X 82 ft. would be \$62,530.00. But they can do almost any size.
 2. Brett Mason from “KwikRink Synthetic Ice” offered several sizes:
 - A: 40 ft. X 40 ft. (up to 30 skaters) for \$18,400 + \$795.00 freight, total \$19,195.00.
 - B: 60 ft. X 40 ft. (up to 45 skaters) for \$27,600 + freight.
 - C: 80 ft. X 60 ft. (up to 86 skaters) for \$55,200 + freight.
 - D: 100 ft. X 60 ft. (up to 108 skaters) for \$69,000 + freight. One to two weeks for delivery on these.
7. Committee discussions: Ed. Basile has had experience with 3 rinks and thinks “synthetic is best’. The maintenance is much less than real ice, temp swings can soften the ice, etc. On synthetic, 6-7 people can install in 3-6 days, summer storage could use old fire station. The fence barriers are necessary for safety and liability. No tubes to freeze up because water flow

is not necessary or electricity costs. A 40 X 60 ft. rink is more recreational than hockey, etc. Time use requires someone to monitor or schedule.

Some companies offer rental opportunities, eg. 60% of cost for first year, then balance of 40% if you keep the equipment.

Cedar Lake possibilities were discussed, but there you are at the mercy of Mother Nature and there are liability concerns.

The Committee will gather more testimonials from other folks that went synthetic and send info to Sara—also any questions. They feel they are really looking for next year. Funding research for the needed dollars should be looked into—if we have \$1M in fund equity reserve; 5% would be \$50,000. Are the lights already on the property functional? What is the cost to run them? Any zoning issues? Ed will continue to use his experience to work #'s for a budget. After more diligence, we can recommend findings to the February 2021 Board.

8. OLD BUSINESS: None.
9. Next meeting notice to come to the committee when ready.
10. Adjourn: 6:57 P.M.

Submitted by Noel Flohe, Parks & Rec. Committee acting Secretary.

CHARTER TOWNSHIP OF ELMWOOD
PUBLIC SAFETY COMMITTEE (PSC)
MEETING MINUTES DECEMBER 17, 2020 (via ZOOM)

1. **CALL TO ORDER:** Chairman James O'Rourke called the meeting to order @ 2:02 P.M.
2. **ROLL CALL:** Committee members present were James O'Rourke, Noel Flohe, Connie Preston, Chief Tampa, and Karen Britton (quorum met). Also present were Supervisor Jeff Shaw, Sara Kopriva and Bob Sokolnicki.
3. **CONFIRM SECRETARY:** Noel agreed to do it.
4. **PUBLIC COMMENT:** None.
5. **AGENDA APPROVAL:** Moved by Connie, seconded by Karen (modified for minutes approval) to approve agenda as printed—U by voice vote of Jim, Noel, Connie, Tampa, and Karen.

Moved by Noel, seconded by Karen to approve the minutes for September 2, 2020 with the correction in the second line of "6: B" to read consensus, not "conscious"—U by voice vote.

6. **OLD BUSINESS:**

- a. **Fire Truck:** Chief Keith Tampa reviewed the department's research findings of its desired specs submitted from four vendors: Alexis Fire Equipment Company, Roshbauer, E-One, and CSI. The unit would be for a hybrid pumper/tanker truck adding 1800 gallon water capacity to our fleet. It would be a replacement of our wore-out 1978 Ford Tanker #122 and a complement to our new 4-wheel drive Attack Pumper which replaced the old brush truck last year. The customized truck proposals ranged in price from \$494,632 to \$538,000 with Alexis submitting the lower bid. Alexis maintains Michigan service access and has the fastest delivery.

Chief Tampa said the department has some equipment that can be in-house transferred to the new truck and \$10,000 would cover all that is needed.

Supervisor Shaw complimented the chief on doing a good job. Alexis not only offered a truck, that most closely met our department's needs, but also had the best warranty. It was moved by Connie, seconded by Noel, to move forward and recommend Alexis to the full Board for its consideration—U by voice vote.

- b. **Job Descriptions:** Chief Tampa said he was using guidelines for "Deputy Chief." He thought we have one qualified in-house person for consideration—Bob Sokolnicke. Jim thought we should look outside our department too. He wants the Chief to write down minimum (or preferred) qualifications to run past the TWP Attorney to avoid litigation.

Connie moved, seconded by Karen to do so with emphasis on "preferred"—U voice mail vote.

7. NEW BUSINESS: None.

8. SCHEDULE NEXT MEETING: Supervisor to notify committee when needed.

9. PUBLIC COMMENT: 1) Sara—"fine"; Bob—"none."

2) Jeff said the new truck cost was closer to \$500,000, not "\$500" as misprinted in the Enterprise.

10. ADJOURNMENT: 3:00 P.M. Moved by Flohe, seconded by Connie to adjourn—U by voice vote.

As Submitted by acting secretary, Neil Flohe

CHARTER TOWNSHIP OF ELMWOOD
REGULAR BOARD MEETING
DECEMBER 14, 2020
HELD BY REMOTE ELECTRONIC ACCESS

Call to Order:

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

Resolution to Allow Electronic Meetings

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO ADOPT RESOLUTION 16 OF 2020.
Motion passed 7-0 by a roll call vote.

Pledge of Allegiance:

Trustee O'Rourke recited the Pledge of Allegiance as requested by Supervisor Shaw

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.

Excused: None

Declaration of Conflict of Interest:

Supervisor Shaw declared a conflict of interest with item 12.h, Brewery Creek Update.
MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE ALLEN TO RECUSE SUPERVISOR SHAW FROM
ITEM 12.h. The motion passed 6-0 by a roll call vote with Supervisor Shaw abstaining.

2021 Budget Public Hearing

Supervisor Shaw opened the public hearing at 6:06 p.m. Opportunity was given to all listening to the
meeting to comment. Supervisor Shaw closed the public hearing at 6:08 p.m.

Public Comment

Sue Jones
Rod Jones
Kevin Gauthier

Consent Calendar:

Department Reports:

Treasurer
Planning/Zoning
Fire

Committee Reports:

Minutes:

10-12-20

Post Audit Invoices 11-15-20 through 12-7-20

2021 Board Meeting Schedule

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

Agenda Approval

Supervisor Shaw requested that Ice Skating Rink be added to 12.k.
MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA TO APPROVE THE AGENDA AS MODIFIED.
The motion passed 7-0 by a roll call vote.

Supervisor Remarks

Supervisor Shaw welcomed Deborah Allen to the Board and submitted a written report.

Trustee Remarks

None

Engineer's Report

None

Other Officer Remarks

Fire Chief Keith Tampa stated that the Department recently had a CPR save.

Communications from the Clerk

None

OLD BUSINESS

Introduction of Net Density Zoning Ordinance Amendment

The ordinance needed to be re-introduced as there was a mistake in the publication.

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO ACCEPT THE INTRODUCTION OF THE NET DENSITY AMENDMENT AND PUBLISH FOR CONSIDERATION AT THE JANUARY 11 MEETING. The motion passed 7-0 by a roll call vote.

NEW BUSINESS

Consideration of a Request to Establish an Industrial Property Tax Abatement District

Chris Fredrickson of TC Whiskey filed the request to establish the district. Assessor Barbara Jones explained the tax implications and advantages of this district. It helps to improve old properties and provides jobs. MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE DARGA TO MOVE FORWARD AND SCHEDULE A PUBLIC HEARING FOR JANUARY 11. The motion passed 7-0 by a roll call vote.

2021 Budget Resolution

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE LAUTNER TO ADOPT RESOLUTION 11 OF 2020, A RESOLUTION TO ESTABLISH THE 2021 BUDGET. Motion passed 7-0 by a roll call vote.

2021 Salary Resolutions

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO ADOPT RESOLUTION 12 OF 2020, A RESOLUTION TO ESTABLISH THE SALARY OF THE TOWNSHIP TRUSTEES. Motion passed 7-0 by a roll call vote.

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO ADOPT RESOLUTION 13 OF 2020, A RESOLUTION TO ESTABLISH THE SALARY OF THE TOWNSHIP SUPERVISOR. Motion passed 7-0 by a roll call vote.

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO ADOPT RESOLUTION 14 OF 2020, A RESOLUTION TO ESTABLISH THE SALARY OF THE TOWNSHIP CLERK. Motion passed 7-0 by a roll call vote.

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO ADOPT RESOLUTION 15 OF 2020, A RESOLUTION TO ESTABLISH THE SALARY OF THE TOWNSHIP TREASURER. Motion passed 7-0 by a roll call vote.

Appointments to Commissions/Committees/Boards

Motion by Trustee O'Rourke, seconded by Trustee Lautner to approve Supervisor Shaw's nominations for the following appointments:

1. Chris Mikowski to the Planning Commission as Board Representative. Term expires November 19, 2024.
2. Ed Basile to the Board of Review – 2 year term, 1/1/2021 – 12/31/2022.

3. Re-appoint Bob Sokolnicki to the Board of Review 2 year term, 1/1/2021 – 12/31/2022.
4. Re-appoint Thrasos Eftaxiadis to the Board of Review 2 year term, 1/1/2021 – 12/31/2022.
5. Re-appoint Dave Darga, Terry Lautner and Connie Preston to the Election Commission 4 year term, 12/14/20 – 12/13/24.
6. Re-appoint Trustee Jim O'Rourke to the Elmwood Township ZBA, term ending 11/19/24.
7. Re-appoint Jason Razavi to the ZBA, 3 year term ending 2/28/24.
8. Re-appoint Ray Haring to the ZBA, 3 year term ending 8/1/23.
9. Re-appoint Ken Kleinrichert to the Marina Committee, 2 year term ending 8/31/22.
10. Re-appoint Kelly Ignace to the Marina Committee, 2 year term ending 1/12/23.
11. Appoint Deborah Allen as the Township Board Representative to the Parks and Recreation Committee, term ending 11/19/24.
12. Re-appoint Jeff Shaw, Connie Preston and Chris McKowski to the Personnel Committee, term ending 11/19/24.
13. Re-appoint Fire Chief Keith Tampa and Township Board Representative Connie Preston -Clerk to the Public Safety Committee , term ending 11/19/24.

The motion passed 7-0 by a roll call vote.

Designated Assessor Resolution and Interlocal Agreement

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO AUTHORIZE SUPERVISOR SHAW TO SIGN THE INTERLOCAL AGREEMENT WITH LEELANAU COUNTY FOR A DESIGNATED ASSESSOR. The motion passed 6-1 with Treasurer Mikowski voting no.

Fire Truck Financing

MOTION BY CLERK PRESTON, SECONDED BY TREASURER MIKOWSKI TO PAY HALF DOWN FOR THE NEW FIRE TRUCK WITH THE DOWN PAYMENT SPLIT BETWEEN THE FIRE FUND AND THE GENERAL FUND.

Motion passed 7-0 by a roll call vote.

Chief Tampa stated that he was ready to place the order for the fire truck. It was the consensus of the Board to have the Public Safety Committee review the details of the new truck.

Fire Department Job Descriptions/Assistant Chief/Lieutenant

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE LAUTNER TO TABLE THE JOB DESCRIPTIONS IN ORDER TO HAVE THEM REVIEWED BY THE PUBLIC SAFETY COMMITTEE. Motion passed 7-0 by a roll call vote.

MOTION BY CLERK PRESTON, SECONDED BY TREASURER MIKOWSKI TO APPOINT TRUSTEE O'ROURKE TO CHAIR THE MEETING DURING THE BREWERY CREEK UPDATE. The motion passed 6-0 by a roll call vote with Supervisor Shaw abstaining.

Brewery Creek Update

Planner Sara Kopriva stated that the co-owners have agreed to the lot lines and she is requesting the go ahead from the Board to begin work on the roads and stormwater maintenance, lighting with the poles going with the property, and a sidewalk easement to provide access to the crosswalk. It was the consensus of the Board to move forward with deeds and maintenance agreements.

Supervisor Shaw resumed the Chair

Scheduling of STR Special Meeting

MOTION BY TRUSTEE DARGA, SECONDED BY CLERK PRESTON TO HOLD AN ELECTRONIC MEETING TO BEGIN DISCUSSING STR'S. A roll call vote yielded ayes from Darga, Preston, Allen, Mikowski, and Shaw and Nays from O'Rourke and Lautner. The motion passed 5-2.

Howard Retainer Agreement

Planner Kopriva requested that we sign an agreement with Attorney Howard for assistance on special projects such as a fresh set of eyes on special event facilities. He would not take part in any discussions on STR's. MOTION BY TRUSTEE DARGA, SECONDED BY CLERK PRESTON TO AUTHORIZE THE SUPERVISOR TO SIGN THE RETAINER AGREEMENT WITH HOWARD. The motion passed 6-1 by a roll call vote with Trustee Lautner voting no.

Ice Skating Rink

There was consensus of the Board to have the Parks and Recreation Committee look at creating an ice skating rink but to look at storage of equipment, clearing, liability, and supervision.

PAYMENT OF INVOICES

MOTION BY TRUSTEE DARGA, SECONDED BY TREASURER MIKOWSKI TO PAY THE INVOICES IN THE AMOUNT OF \$79,519.77. The motion passed unanimously by a roll call vote.

PUBLIC COMMENT

Sue Jones

Adjournment

Motion by Trustee Allen, seconded by Treasurer Mikowski to adjourn the meeting at 7:44 p.m.

**CHARTER TOWNSHIP OF ELMWOOD
SPECIAL BOARD MEETING
DECEMBER 22, 2020
ELECTRONIC REMOTE ACCESS**

Call to Order:

Supervisor Shaw called the meeting to order at 2:01 p.m.

Pledge of Allegiance:

Trustee Darga recited the Pledge of Allegiance as requested by Supervisor Shaw.

Roll Call:

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

Excused: None

Declaration of Conflict of Interest

None

Public Comment: None

Agenda Approval

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

New Business

Fire Truck Purchase

Fire Chief Keith Tampa gave a power point presentation to the Board highlighting the 4 bids. The department reviewed in house and preferred Alexis with a total base cost of \$494,632.00 with a 220 day completion time. Chief Tampa explained that there could be additional costs as equipment is added. MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE DARGA TO PURCHASE THE FIRETRUCK FROM ALEXIS WITH A BASE PRICE OF \$494,632.00. The motion passed 7-0 by a roll call vote.

Fire Department Job Descriptions for Assistant/Deputy Chief and Lieutenant

The Public Safety Committee met and recommended that preferred be added after the list of qualifications. The Township Attorney is to review the descriptions and then the Personnel Committee will meet to make a final recommendation to the Board.

Ice Skating Rink

Supervisor Shaw stated that he had 99 people on a social media site that were very interested in a skating rink. The Parks and Recreation Committee met and discussed types of rinks. They concluded that it would take much more time to review options and costs

and that it would be something we could do next winter. There was consensus of the Board to have the Committee continue to work on that for next winter.

Public Comment

None

Adjournment

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE ALLEN TO ADJOURN THE MEETING. The motion passed 7-0 by a roll call vote.
Supervisor Shaw adjourned the meeting at 2:45 p.m.

Draft

Check Register Report

Date: 01/05/2021

Time: 9:57 am

Page: 1

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
Checks								
35067	12/22/2020	Printed			T046	TNT LIGHTING & ELECTRICAL LIGHTING SERV		3,756.89
35068	12/28/2020	Printed			A050	ACCIDENT FUND OF MICHIGANVCV 015955133039009314		7,448.00
35069	12/28/2020	Printed			B111	BLUECROSS BLUESHIELD OF GROUP 007015150710 MI		551.77
35070	12/28/2020	Printed			C010	CHERRYLAND ELECTRIC COORCCT#9902700		111.27
35071	12/28/2020	Printed			C040	CONSUMERS ENERGY ACCT#1000 2967 1540		1,904.58
35072	12/28/2020	Printed			M020	DTE ENERGY ACCT#9100 215 3143 9		1,080.95
35073	12/28/2020	Printed			G425	GUARDIAN GROUP ID 00 357534		482.92
35074	12/28/2020	Printed			P043	PRIORITY HEALTH GROUP ID 790105		5,272.25
35075	12/28/2020	Printed			V023	VSP CLIENT ID 30031936		373.51
35081	01/04/2021	Printed			S146	SUPERFLEET MASTERCARD ACCT#FB627 PROGRAM		409.15

Total Checks: 10

Checks Total (excluding void checks): 21,391.29

Total Payments: 10

Bank Total (excluding void checks): 21,391.29

Total Payments: 10

Grand Total (excluding void checks): 21,391.29

Check Register Report

Emp. Code Desc.: 01
ELMWOOD TWP

Date: 1/5/2021

Time: 10:05:27

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
35022	12/15/2020		P	00056	Terry Lautner	December 15,2020	\$334.46
35023	12/15/2020		P	00001	Jeffrey Aprill	December 15,2020	\$149.76
35024	12/15/2020		P	00077	Frederick Bechtold Jr.	December 15,2020	\$203.17
35025	12/15/2020		P	00055	Carrie Schaub	December 15,2020	\$732.33
35065	12/17/2020		P	SDU	MISDU	Remittance Check	\$147.82
35066	12/17/2020		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$1,230.87
35076	12/31/2020		P	AFLAC	AFLAC	Remittance Check	\$666.60
35077	12/31/2020		P	PFIA	PFIA	Remittance Check	\$41.84
35078	12/31/2020		P	SDU	MISDU	Remittance Check	\$147.82
35079	12/31/2020		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$597.82
35080	01/01/2021		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$538.00
82167	12/15/2020	12/22/2020	R	209	David Darga	December 15,2020	\$320.47
82168	12/15/2020	12/22/2020	R	00089	James O'Rourke	December 15,2020	\$320.47
82169	12/15/2020	12/22/2020	R	203	Kyle Trevas	December 15,2020	\$406.74
82170	12/15/2020	12/22/2020	R	00187	Jonah Kuzma	December 15,2020	\$156.99
82171	12/15/2020	12/22/2020	R	00198	Kendra Luta	December 15,2020	\$149.76
82172	12/15/2020	12/22/2020	R	00208	Nathan McDonald	December 15,2020	\$156.99
82173	12/15/2020	12/22/2020	R	00094	Whitney Roberts	December 15,2020	\$156.99
82174	12/15/2020	12/22/2020	R	IRSEF	IRSEFT	Remittance Check	\$526.06
82175	12/17/2020	12/22/2020	R	00083	Carrie Schaub	December 17, 2020	\$975.60
82176	12/17/2020	12/22/2020	R	00130	Jeffrey Shaw	December 17, 2020	\$1,647.91
82177	12/17/2020	12/22/2020	R	00035	Benjamin Bakker	December 17, 2020	\$1,330.46
82178	12/17/2020	12/22/2020	R	00180	Benjamin Bakker	December 17, 2020	\$200.32
82179	12/17/2020	12/22/2020	R	00157	Jay Davis	December 17, 2020	\$1,096.57
82180	12/17/2020	12/22/2020	R	00195	Jay Davis	December 17, 2020	\$169.40
82181	12/17/2020	12/22/2020	R	00143	Erin Goodrich	December 17, 2020	\$1,421.14
82182	12/17/2020	12/22/2020	R	00111	Matthew Johnson	December 17, 2020	\$1,219.17
82183	12/17/2020	12/22/2020	R	00140	Matthew Johnson	December 17, 2020	\$186.36
82184	12/17/2020	12/22/2020	R	00189	Jacob Kuiper	December 17, 2020	\$1,376.88
82185	12/17/2020	12/22/2020	R	00210	Shirl Martin	December 17, 2020	\$169.48
82186	12/17/2020	12/22/2020	R	00160	Daniel Mosholder	December 17, 2020	\$163.21
82187	12/17/2020	12/22/2020	R	00186	Jason Newfer	December 17, 2020	\$1,205.74
82188	12/17/2020	12/22/2020	R	00212	Robert Sokolnicki	December 17, 2020	\$1,480.32
82189	12/17/2020	12/22/2020	R	00072	Keith Tampa	December 17, 2020	\$1,514.94
82190	12/17/2020	12/22/2020	R	00109	Landon VanderRoest	December 17, 2020	\$1,649.16
82191	12/17/2020	12/22/2020	R	00114	Landon VanderRoest	December 17, 2020	\$127.24
82192	12/17/2020	12/22/2020	R	00126	Abbigail VanRaalte	December 17, 2020	\$326.47
82193	12/17/2020	12/22/2020	R	00102	Alex Werly	December 17, 2020	\$1,134.86
82194	12/17/2020	12/22/2020	R	00178	Alex Werly	December 17, 2020	\$192.91
82195	12/17/2020	12/22/2020	R	00098	Barbara Jones	December 17, 2020	\$1,303.03
82196	12/17/2020	12/22/2020	R	00095	Connie Preston	December 17, 2020	\$1,587.39
82197	12/17/2020	12/22/2020	R	00155	Chris Mikowski	December 17, 2020	\$1,285.80
82198	12/17/2020	12/22/2020	R	00071	Sara Kopriva	December 17, 2020	\$1,614.30
82199	12/17/2020	12/22/2020	R	00167	Anna Hunt	December 17, 2020	\$286.35
82200	12/17/2020	12/22/2020	R	00116	Peter Moon	December 17, 2020	\$1,165.87
82201	12/17/2020	12/22/2020	R	00098	Barbara Jones	Special for HSA Equivalent	\$763.18
82202	12/17/2020	12/22/2020	R	IRSEF	IRSEFT	Remittance Check	\$8,319.45
82203	12/31/2020		P	00083	Carrie Schaub	December 31,2020	\$975.60
82204	12/31/2020		P	00035	Benjamin Bakker	December 31,2020	\$1,850.79
82205	12/31/2020		P	00180	Benjamin Bakker	December 31,2020	\$200.32
82206	12/31/2020		P	00157	Jay Davis	December 31,2020	\$1,588.93
82207	12/31/2020		P	00195	Jay Davis	December 31,2020	\$169.40
82208	12/31/2020		P	00143	Erin Goodrich	December 31,2020	\$1,449.06
82209	12/31/2020		P	00111	Matthew Johnson	December 31,2020	\$1,739.15
82210	12/31/2020		P	00140	Matthew Johnson	December 31,2020	\$186.36
82211	12/31/2020		P	00189	Jacob Kuiper	December 31,2020	\$1,394.06
82212	12/31/2020		P	00210	Shirl Martin	December 31,2020	\$207.14

Check Register Report

Emp. Code Desc.: 01
ELMWOOD TWP

Date: 1/5/2021
Time: 10:05:27

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
82213	12/31/2020		P	00160	Daniel Mosholder	December 31,2020	\$324.88
82214	12/31/2020		P	00186	Jason Newfer	December 31,2020	\$1,229.24
82215	12/31/2020		P	00212	Robert Sokolnicki	December 31,2020	\$2,112.96
82216	12/31/2020		P	00109	Landon VanderRoest	December 31,2020	\$1,654.90
82217	12/31/2020		P	00114	Landon VanderRoest	December 31,2020	\$127.24
82218	12/31/2020		P	00126	Abbigail VanRaalte	December 31,2020	\$479.89
82219	12/31/2020		P	00102	Alex Werly	December 31,2020	\$1,613.25
82220	12/31/2020		P	00178	Alex Werly	December 31,2020	\$192.91
82221	12/31/2020		P	00099	Robert Sokolnicki	December 31,2020	\$52.86
82222	12/31/2020		P	00167	Anna Hunt	December 31,2020	\$98.99
82223	12/31/2020		P	IRSEF	IRSEFT	Remittance Check	\$5,864.08
82224	12/31/2020		P	MICH	State of Michigan Tax	Remittance Check	\$3,801.89
82225	01/01/2021		P	00130	Jeffrey Shaw	January 1, 2021	\$1,813.72
82226	01/01/2021		P	00072	Keith Tampa	January 1, 2021	\$1,702.30
82227	01/01/2021		P	00098	Barbara Jones	January 1, 2021	\$1,512.33
82228	01/01/2021		P	00095	Connie Preston	January 1, 2021	\$1,750.47
82229	01/01/2021		P	00155	Chris Mikowski	January 1, 2021	\$1,423.77
82230	01/01/2021		P	00071	Sara Kopriva	January 1, 2021	\$1,790.81
82231	01/01/2021		P	00116	Peter Moon	January 1, 2021	\$1,326.74
82232	01/01/2021		P	IRSEF	IRSEFT	Remittance Check	\$4,019.82

Total Checks: 77

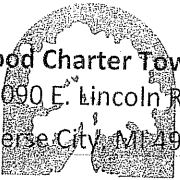
Sub-Total:	\$83,552.33
Total Void/Stop Payment:	\$0.00
Grand Total:	\$83,552.33

Supervisor Comments

1/11/2021

Thank you to all our first responders for all they did for us in 2020. Happy New Year, and be safe and healthy in 2021!

Planning/ Zoning Department
planner@elmwoodtownship.net


Elmwood Charter Township
10090 E. Lincoln Rd.
Traverse City, MI 49684

Contact Information
Ph: (231) 946-0921
Fax: (231) 946-9320

To: Elmwood Township Board

From: Sara Kopriva, AICP-Planner

RE: Ordinance 2020-3, ZO 2017-04-09 Net Density

2021-1

Recommended Motion: Motion to adopt Ordinance 2020-3.

At the last month's meeting, the Board approved to publish this amendment for consideration and adoption. The notice was published in the ~~October 29, 2020~~ ^{Dec. 24} Leelanau Enterprise.

No changes were made to the draft following last month's meeting.

CHARTER TOWNSHIP OF ELMWOOD
Leelanau County, Michigan

2021-1
Ordinance No. 2020-3
ZO 2017-04-09

AN ORDINANCE TO AMEND THE TOWNSHIP ZONING ORDINANCE, IN ACCORDANCE WITH THE PROVISIONS OF THE MICHIGAN ZONING ENABLING ACT, ACT 110 OF THE PUBLIC ACTS OF 2006, AS AMENDED [MCL 125.3101 ET SEQ.], TO AMEND WETLAND DEFINITION AND ADD "NET DENSITY" AND "NET LOT AREA" DEFINITIONS

The Charter Township of Elmwood Ordains:

Section 1: Amendment.

The following sections shall be amended to read as follows:

Add to Article 2, Definitions:

Net Density: The number of dwelling units relative to the net lot area. Calculated as Dwelling Units divided by Net Lot Area.

Net Lot Area: The lot area excluding unbuildable areas of the lot. Examples for unbuildable areas include existing and proposed ingress and egress easements, wetlands, and bodies of water

Amend definition in Article 2, Definitions, to read:

Wetlands: As defined in Act 451 of the Public Acts 1994, as amended, a wetland shall mean land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh.

Section 2: Severability.

If any sections, clause, or provision of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the Ordinance. The Township Board hereby declares that it would have passed this Ordinance and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences or clauses be declared invalid.

Section 3: Effective Date.

This Ordinance shall become effective eight (8) days after publication.

**CHARTER TOWNSHIP OF ELMWOOD
LEELANAU COUNTY
RESOLUTION ESTABLISHING A PLANT REHABILITATION DISTRICT
RESOLUTION 1 OF 2021**

At a regular meeting of the Board of the Charter Township of Elmwood, held on January 11, 2021 via electronic remote access at 6:00 p.m. there were present

PRESENT:

ABSENT:

The following preamble and resolution were offered by: _____ and supported by: _____.

Resolution Establishing a Plant Rehabilitation District for Traverse City Whiskey Company

WHEREAS, pursuant to PA 198 of 1974, as amended, this Township Board has the authority to establish "Plant Rehabilitation Districts" within The Charter Township of Elmwood; and

WHEREAS, the Traverse City Whiskey Company has petitioned this Board to establish an Plant Rehabilitation District on its property located in The Charter Township of Elmwood hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Leelanau Enterprise and on the Township website on the establishment of the proposed district; and

WHEREAS, on January 11, 2021 a public hearing was held at which all owners of real property within the proposed Plant Rehabilitation District and all residents and taxpayers of The Charter Township of Elmwood were afforded an opportunity to be heard thereon; and

WHEREAS, the Township Board deems it to be in the public interest of the The Charter Township of Elmwood to establish the Plant Rehabilitation District as proposed; and

IT IS HEREBY DETERMINED that the property comprising not less than 50 percent of the state equalized valuation of the property within the proposed Plant Rehabilitation District is obsolete; and"

NOW, THEREFORE, BE IT RESOLVED by the Township Board of The Charter Township of Elmwood that the following described parcel of land situated in The Charter Township of Elmwood, Leelanau County, and State of Michigan, to wit:

L311 P3/90 L1258 P845

PRT OF NW 1/4 SEC 8 COM @ W 1/4 COR OF SD SEC S 88D 36'44" E 968.57 FT TH S 01D 33'11" W 63.31 T TH N 82D 16'14" E 633.89 FT TO POB TH N 01D 56'44" W 308.03 FT TH N 78D 54'00" E 379.91 FT TO C/L OF COUNTY RD 633 5,161.80 FT RADIUS CURVE TO RT 362.22 FT (CHORD=S 19D 56'10" E 361.14 FT) TH S 85D 45'12" W 166.85 FT TH S 04D 14'48" E 77.40 FT TH S 85D 45'12" W 308.50 FT TH N 13D 42'09" W 73.93 FT TO POB 3.83 ACRES

SEC 8 T28N R11W SUBJECT TO ROW & ESMTS OF RECORD

is established as a Plant Rehabilitation District pursuant to the provisions of PA 198 of 1974, as amended, to be known as TC Whiskey Plant Rehabilitation District.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Elmwood, County of Leelanau, Michigan, at a regular meeting held on January 11, 2021.

Date: January 11, 2021

Clerk

CHARTER TOWNSHIP OF ELMWOOD

RESOLUTION ESTABLISHING POLICY FOR FREEDOM OF INFORMATION ACT REQUESTS

Resolution No. 2 of 2021

Recitals

WHEREAS, the Michigan Freedom of Information Act (FOIA), being Act 442 of the Public Acts of 1976, as amended, establishes the public policy of the State of Michigan that all persons, except those persons incarcerated in state or local correctional facilities, are entitled to full and complete information regarding governmental decision-making consistent with the requirements of the Act; and

WHEREAS, the Elmwood Charter Township Board desires to establish this policy relating to requests for public records under the provisions of the FOIA so that those requests can be promptly and efficiently processed consistent with the requirements of the Act;

Resolution

NOW, THEREFORE, BE IT RESOLVED that the Elmwood Charter Township Board establishes the following policy for FOIA requests, which shall read in its entirety as follows:

POLICY FOR FREEDOM OF INFORMATION ACT REQUESTS

Section 1. Scope of Policy.

This policy shall only apply to a board, department, commission, council, or agency of the Elmwood Charter Township that has not exercised its authority as a public body, as defined in the FOIA, to establish procedures for promptly and efficiently processing requests for public records under the provisions of the FOIA consistent with the requirements of the Act. Any public body that desires to establish its own FOIA procedures shall file a copy of those procedures with the Township Clerk. These procedures shall not be effective to exempt the public body from this policy, until the procedures are approved by the Township attorney to assure compliance with the Act.

Section 2. Definitions.

- (a) "Cybersecurity assessment" means an investigation undertaken by a person, governmental body, or other entity to identify vulnerabilities in cybersecurity plans.
- (b) "Cybersecurity incident" includes, but is not limited to, a computer network intrusion or attempted intrusion; a breach of primary computer network controls; unauthorized access to programs, data, or information contained in a computer system; or actions by a third party that materially affect component performance or, because of impact to component systems, prevent normal computer system activities.

- (c) "Cybersecurity plan" includes, but is not limited to, information about a person's information systems, network security, encryption, network mapping, access control, passwords, authentication practices, computer hardware or software, or response to cybersecurity incidents.
- (d) "Cybersecurity vulnerability" means a deficiency within computer hardware or software, or within a computer network or information system, that could be exploited by unauthorized parties for use against an individual computer user or a computer network or information system.
- (e) "FOIA coordinator" means the Elmwood Charter Township Clerk or such other individual designated by the Township Board.
- (f) "Person" means an individual, corporation, limited liability company, partnership, firm, organization, association, governmental entity, or other legal entity. Person does not include an individual serving a sentence of imprisonment in a state or county correctional facility in this state or any other state, or in a federal correctional facility.
- (g) "Public body" means Elmwood Charter Township, or a board, department, commission, council, or agency thereof.
- (h) "Public record" means a writing prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function, from the time it is created. Public record does not include computer software.
- (i) "Unusual circumstances" means any 1 or a combination of the following, but only to the extent necessary for the proper processing of a request:
 - (i) The need to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to a single request.
 - (ii) The need to collect the requested public records from numerous field offices, facilities, or other establishments which are located apart from the particular office receiving or processing the request.
- (j) "Writing" means handwriting, typewriting, printing, photostating, photographing, photocopying, and every other means of recording, and includes letters, words, pictures, sounds, or symbols, or combinations thereof, and papers, maps, magnetic or paper tapes, photographic films or prints, microfilm, microfiche, magnetic or punched cards, discs, drums, hard drives, solid state storage components, or other means of recording or retaining meaningful content.
- (k) "Written request" means a writing that asks for information, and includes a writing transmitted by facsimile, electronic mail, or other electronic means.

Section 3. FOIA Coordinator; Duties.

- (a) The FOIA Coordinator, as defined in this policy, may designate another individual to assist in carrying out the duties specified in this policy and in the FOIA itself.
- (b) The FOIA Coordinator shall be responsible for accepting and processing requests for public records under the FOIA and shall be responsible for approving denials under the FOIA. The FOIA Coordinator shall keep a copy of all written requests for public records on file for no less than one (1) year.
- (c) The FOIA Coordinator shall review the Township's spam and junk email folders on a regular basis, which shall be no less than monthly to help ensure that requests for public records are processed in a timely manner.
- (d) The FOIA Coordinator shall provide a requesting person a reasonable opportunity for inspection and examination of its public records, and shall furnish reasonable facilities for making memoranda or abstracts from its public records during the usual business hours. However, in the event that the FOIA Coordinator determines that it is necessary to protect public records from loss, unauthorized alteration, mutilation, or destruction or if the FOIA Coordinator determines that personal inspection of records by a requesting person will cause excessive and unreasonable interference with the discharge of the functions of the various Township departments and agencies, the FOIA Coordinator may determine that only copies of the requested records will be provided and that copies will be prepared in the normal course of business and during normal business hours by Township employees.
- (e) The FOIA Coordinator shall make this policy and a written summary of this policy available to the public without charge in response to a written request and upon request by visitors at the Township offices.
- (f) If the Township maintains an Internet website, this policy and a written summary of this policy shall be maintained on the Township's website at: leelanau.gov/elmwoodtwp.asp, so a link to those documents will be provided in lieu of providing paper copies of those documents.
- (g) The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

Section 4. Requests for Public Records.

- (a) Except as provided in this section, all requests for public records shall be in writing. Requests transmitted by facsimile, electronic mail, and other electronic means shall be considered written requests and shall be deemed received on the following business day. If the FOIA Coordinator determines in the sole exercise of his or her discretion that a request for a public record is simple and limited in scope, then the FOIA Coordinator may process the request, including providing a copy of the public record, without the request being in writing.

- (b) If a request for public records is received by a Township employee other than the FOIA Coordinator, the request shall be date-stamped and immediately forwarded to the FOIA Coordinator.
- (c) If a person makes a verbal, non-written request for a public record believed to be available on the Township's website, where practicable and to the best ability of the FOIA Coordinator or employee receiving the request, the person shall be informed of the pertinent website address for the requested public record. If the request is made to an employee, that employee shall immediately notify the FOIA Coordinator of the request and the information provided.
- (d) If an individual makes a verbal, non-written request for a public record and the FOIA Coordinator determines that the request is not simple and limited in scope, then the FOIA Coordinator shall deliver or mail to the person making the request a written form on which the individual can formally submit his or her request.
- (e) All requests for a public record shall describe the public record in sufficient detail to enable the FOIA Coordinator to find the public record.
- (f) A request from a person, other than an individual who qualifies as indigent under Section 10(j)(a) of this Policy, must include the requesting person's complete name, address, and contact information, and, if the request is made by a person other than an individual, the complete name, address, and contact information of the person's agent who is an individual. An address must be written in compliance with United States Postal Service addressing standards. Contact information must include a valid telephone number or electronic mail address.
- (g) A person may subscribe to future issuance of public records that are created, issued, or disseminated on a regular basis. Such a subscription is valid for six (6) months, and is renewable. When a public record covered by a subscription is created, the FOIA Coordinator shall deliver or mail a copy of the public record to the person holding the subscription at the address provided for that purpose.
- (h) A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator shall therefore deny all such requests on that basis.

Section 5. Time Limitations in which to Respond to Request.

Unless the person making the request agrees in writing to a different time period, the FOIA Coordinator shall respond to the request for a public record within five (5) business days after receiving the request. For written requests made by facsimile, electronic mail, or other electronic transmission, the date of receipt of the request is the day after the electronic transmission is made. The FOIA Coordinator shall respond to the request for a public record by doing one (1) of the following:

- (a) Granting the request.
- (b) Issuing a written notice to the requesting person denying the request.

- (c) Granting the request in part and issuing a written notice to the requesting person denying the request in part.
- (d) Issuing a notice extending for not more than ten (10) business days the period during which he or she will respond to the request. The FOIA Coordinator shall not issue more than one (1) notice of extension for a particular request. Any such notice of extension must specify the reasons for the extension and the date by which the FOIA Coordinator shall respond to the request in the manner provided in (a) - (c) above, which shall be no more than fifteen (15) business days from the date the request was received.
- (e) Issuing a written notice indicating that the public record requested is available at no charge on the Township's website.

Section 6. Procedures when Request is Granted.

- (a) If the request is granted, or granted in part, the FOIA Coordinator shall require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available.
- (b) The FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request.
- (c) Except as provided herein, a copy of this policy and a summary of this policy shall be provided to the requestor free of charge in response to a written request for the policy. Provided, however, that if this policy and a summary of this policy are maintained on the Township's website at: leelanau.gov/elmwoodtwp.asp, a link to this policy and a summary of this policy shall be provided in lieu of providing paper copies of these documents.
- (d) If the cost of processing a FOIA request is \$50 or less, the requester shall be notified of the amount due and where the documents can be obtained.
- (e) If the cost of processing a FOIA request is expected to exceed \$50 based on a good-faith calculation, or if the requestor has not paid in full for a previously granted request, the FOIA Coordinator shall require a good-faith deposit pursuant to Section 10(b) of this policy before processing the request.
- (f) In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the Township to process the request and also provide a best efforts estimate of a time frame it will take the FOIA Coordinator to provide the records to the requestor. The best efforts estimate shall not be binding on the Township, but shall be made in good faith and shall strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

Section 7. Records Exempt from Disclosure.

Pursuant to the FOIA the public records specified in Exhibit A, attached hereto and incorporated herein by reference, shall be exempt from disclosure.

Section 8. Denial of Requests for Public Records.

- (a) Before denying, in whole or in part, a request for a public record, the FOIA Coordinator shall consult with the Township attorney. The FOIA Coordinator shall provide the Township attorney with whatever information (including a copy of the requested public record) he or she deems necessary to determine whether legal grounds exist to deny, in whole or in part, the request for that public record.
- (b) If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this policy.
- (c) If the FOIA Coordinator desires to deny the request, in whole or in part, and the Township attorney concludes that legal grounds exist to support that denial, then the FOIA Coordinator shall issue a written notice denying the request for the public record. The written denial notice must contain the following:
 - (i) An explanation of the basis under the FOIA or any other statute for the determination that the public record, or a portion of the public record, is exempt from disclosure, if that is the reason for the denial.
 - (ii) A certificate that the public record does not exist under the name given by or as described by the person making the request or by any other name or description reasonably known to the FOIA Coordinator, if that is the reason for the denial.
 - (iii) If a separation or deletion is made, a description of the public record or information on the public record that is exempt from disclosure and separated or deleted from the disclosed public record as required by the FOIA, unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.
 - (iv) A full explanation of the requesting person's right to do either of the following:
 - (1) File a written appeal with the Township Board, which appeal shall include the word "appeal" in a prominent place on the front page and shall identify the reason or reasons the FOIA Coordinator's denial decision should be reversed.

- (2) File a lawsuit in circuit court within 180 days after the final decision denying the request which seeks to compel the FOIA Coordinator to disclose the public record requested.
- (v) A notice of the right to receive in a circuit court lawsuit reasonable attorneys' fees, costs, and disbursements if the circuit court determines that the Township has not complied with the FOIA and orders disclosure of all or a portion of the public record requested and of the right to receive compensatory damages and \$1,000.00 in punitive damages if the circuit court determines that the Township has arbitrarily and capriciously violated the FOIA.

Section 9. Administrative Appeals.

- (a) If the FOIA Coordinator makes a determination to deny all or a portion of a request, the requesting person may submit a written appeal to the Township Board.
- (b) The Township Board is hereby designated the body vested with authority to hear and decide appeals from decisions by the FOIA Coordinator denying requests for public records under the FOIA.
- (c) Any appeal of the FOIA Coordinator's decision denying a request for a public record must be filed in writing with the Township Clerk, must state the word "appeal" in a prominent place on the first page of the documents filed, and must identify the reason or reasons the FOIA Coordinator's denial decision should be reversed. The Township FOIA Appeal Form may be used.
- (d) Pursuant to the FOIA, the Township Board is not deemed to have received the appeal until the first regularly scheduled meeting of the Township Board following submission of the written appeal.
- (e) Within ten (10) days after receiving a written appeal, the Township Board shall do one (1) of the following:
 - (i) Reverse the disclosure denial.
 - (ii) Issue a written notice to the person making the disclosure request upholding the disclosure denial.
 - (iii) Reverse the disclosure denial in part and issue a written notice to the person making the disclosure request upholding the disclosure denial in part.
 - (iv) Under unusual circumstances, issue a notice extending for not more than ten (10) business days the period during which the Township Board will respond to the written appeal. The Township Board shall not issue more than one (1) notice of extension for a particular written appeal.

- (f) In deciding an appeal the Township Board shall consider the disclosure request without regard to the FOIA Coordinator's decision and shall determine whether the requested public record should be disclosed, in whole or in part, or whether the public record, in whole or in part, is exempt from disclosure under the FOIA.
- (g) If the Township Board fails to respond to a written appeal or upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing an action in circuit court within 180 days after the Township Board's final determination to deny the request.
- (h) Whether or not a requestor submitted an appeal of a denial to the Township Board, he or she may file a civil action in the Circuit Court within 180 days after the Township's final determination to deny the request.
- (i) If a court that determines a public record is not exempt from disclosure, it shall order the Township to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Failure to comply with an order of the court may be punished as contempt of court.
- (j) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in such an action, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or Township prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.
- (k) If the court determines that the Township has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the Township to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

Section 10. Fees.

- (a) The Township Board shall adopt by separate resolution a schedule of fees to be charged in connection with a request to inspect, copy, or receive copies of a public record under the FOIA.
- (b) Good-faith Fee Deposits
 - (i) If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation, the requestor shall be asked to provide a deposit not exceeding one-half of the total estimated fee.

- (ii) If a request for public records is from a person who has not paid the Township in full for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator shall require a deposit of 100% of the estimated fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:
 - (1) The final fee for the prior written request was not more than 105% of the estimated fee.
 - (2) The public records made available contained the information sought in the prior written request and remain in the Township's possession.
 - (3) The public records were made available to the individual, subject to payment, within the time frame estimated by the Township to provide the records.
 - (4) Ninety (90) days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing.
 - (5) The individual is unable to show proof of prior payment to the Township.
 - (6) The FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.
- (iii) The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:
 - (1) The person making the request is able to show proof of prior payment in full to the Township.
 - (2) The Township is subsequently paid in full for the applicable prior written request.
 - (3) Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to the Township.
- (iv) If a deposit that is required under Section 10(b) of this policy is not received by the Township within 45 days from receipt by the requesting person of the notice that a deposit is required, and if the requesting person has not filed an appeal of the deposit amount, the request shall be considered abandoned by the requesting person and the Township is no longer required to fulfill the request. Notice of a deposit requirement is considered received 3 days after it is sent, regardless of the means of

transmission. Notice of a deposit requirement must include notice of the date by which the deposit must be received, which date is 48 days after the date the notice is sent.

- (c) Calculation of Fees. The following costs may be included when calculating the fees associated with processing a FOIA request:
 - (i) Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
 - (ii) Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the Township.
 - (iii) Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the Township.
 - (iv) The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the Township's website if you ask for the Township to make copies.
 - (v) The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the Township's website if you ask for the Township to make copies.
 - (vi) The cost to mail or send a public record to a requestor.
- (d) Unreasonably High Costs.
 - (i) Costs for the search, examination review, and deletion and separation of exempt from non-exempt information are "unreasonably high" when they are excessive and beyond the normal or usual amount for those services (Attorney General Opinion 7083 of 2001) compared to the costs of the Township's usual FOIA requests, not compared to the Township's operating budget. (*Bloch v. Davison Community Schools*, Michigan Court of Appeals, Unpublished, April 26, 2011)
 - (ii) The following factors shall be used to determine an unreasonably high cost to the Township:
 - (1) The volume of the public record requested.
 - (2) The amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.

- (3) Whether the public records are from more than one Township department or whether various Township offices are necessary to respond to the request.
 - (4) The available staffing to respond to the request.
 - (5) Any other similar factors identified by the FOIA Coordinator in responding to the particular request.
- (e) Labor Costs. When calculating labor costs for the purpose of the FOIA fee these labor costs shall be based on all of the following requirements:
 - (i) All labor costs shall be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there shall be no charge for labor costs.
 - (ii) Labor costs shall be charged at the hourly wage of the lowest-paid Township employee capable of doing the work in the specific fee category, regardless of who actually performs the work.
 - (iii) Labor costs shall also include a charge to cover or partially cover the cost of fringe benefits.
 - (iv) The Township may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
 - (v) Overtime wages shall not be included in labor costs unless agreed to by the requestor; overtime costs shall also not be used to calculate the fringe benefit cost.
 - (vi) Contracted labor costs shall be charged at an hourly rate equal to six (6) times the state minimum hourly wage.
- (f) Costs Associated with Non-paper Physical Media. When an individual requests that the public records be provided on a non-paper physical media, the following requirements shall be met and the following costs shall be included when establishing the FOIA fee:
 - (i) Computer disks, computer tapes or other digital or similar media shall be at the actual and most reasonably economical cost for the non-paper media.
 - (ii) This cost shall only be assessed if the Township has the technological capability necessary to provide the public record in the requested non-paper physical media format.

- (iii) The Township shall procure any non-paper media and shall not accept media from the requestor in order to ensure integrity of the Township's technology infrastructure.
- (g) Costs of Providing paper Copies. The cost to provide paper copies of public records shall be based on the following requirements:
- (i) Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper shall not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets of paper shall reflect the actual cost of reproduction.
 - (ii) The Township shall provide copies of public records using double-sided printing, if it is cost-saving and available.
 - (iii) The cost to mail public records to a requestor shall be based on the following requirements:
 - (1) The actual cost to mail public records using a reasonably economical and justified means.
 - (2) The Township may charge for the least expensive form of postal delivery confirmation.
 - (3) No cost shall be made for expedited shipping or insurance unless specified by the requestor.
- (h) Reduced Fee for Failure to Respond to the FOIA Request Timely. If the FOIA Coordinator does not respond to a written FOIA request in a timely manner, the Township shall:
- (i) Reduce the labor costs by 5% for each day the Township exceeds the time permitted under FOIA up to a 50% maximum reduction, if any of the following applies:
 - (1) The Township's late response was willful and intentional.
 - (2) The written request conveyed a request for information within the first 250 words of the body of a letter facsimile, email or email attachment.
 - (3) The written request included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy" or a recognizable misspelling of such, or legal code reference to MCL 15. 231, et seq. or 1976 Public Act 442 on the front of an envelope or in the subject line of an email, letter or facsimile cover page.
 - (ii) Fully note the charge reduction in the Detailed Itemization of Costs Form.

- (i) Waiver of FOIA Fees. The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The Township Board may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.
- (j) Discounted FOIA Fees.
 - (a) Indigence.
 - (1) The FOIA Coordinator shall discount the first \$20.00 of the FOIA fee if the person requesting a public record submits an affidavit stating that they are one (1) of the following:
 - (A) Indigent and receiving specific public assistance.
 - (B) If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.
 - (2) An individual is not eligible to receive the discounted fee any of the following apply:
 - (A) The requestor has previously received discounted copies of public records from the Township twice during the calendar year.
 - (B) The individual requests information in connection with other persons who are offering or providing payment to make the request.
 - (3) The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.
 - (b) Nonprofit organization advocating for developmentally disabled or mentally ill individuals. The FOIA Coordinator shall discount the first \$20.00 of the processing fee for a request from a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, or their successors, if the request meets all of the following requirements:
 - (1) It is made directly on behalf of the organization or its clients.
 - (2) It is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.

(3) It is accompanied by documentation of its designation by the state, if requested by the FOIA Coordinator.

- (k) FOIA Fees Not Applicable for Sale of Public Records. The fees authorized by this section shall not apply to public records prepared under an act or statute specifically authorizing the sale of those public records to the public, or if the amount of the fee for providing a copy of the public record is otherwise specifically provided by a state statute or by separate resolution or ordinance of the Township.

Section 11. Appeal of Excessive Fee Decision.

- (a) If a requestor believes that the fee charged by the Township to process a FOIA request exceeds the amount permitted by state law or under this policy, he or she must first appeal to the Township Board by submitting a written appeal for a fee reduction to the Township Clerk.
- (b) The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The Township FOIA Appeal Form (To Appeal an Excess Fee) may be used.
- (c) The Township Board is not considered to have received a written appeal until the first regularly scheduled Township Board meeting following submission of the written appeal.
- (d) Within 10 business days after receiving the appeal, the Township Board will respond in writing by doing one of the following:
- (i) Waiving the fee.
 - (ii) Reducing the fee and issuing a written determination indicating the specific basis that supports the remaining fee.
 - (iii) Upholding the fee and issuing a written determination indicating the specific basis that supports the required fee.
 - (iv) Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Township Board will respond to the written appeal. The Township Board shall not issue more than 1 notice of extension for a particular written appeal.
- (e) Where the Township Board reduces or upholds the fee, the determination must include a certification from the Township Board that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available FOIA policy and Section 4 of the FOIA.
- (f) Within 45 days after receiving notice of the Township Board's determination of an appeal, the requesting person may commence a civil action in the County Circuit Court for a fee reduction.

- (g) If a civil action is commenced against the Township for an excess fee, the Township is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute.
- (h) An action shall not be filed in circuit court unless one of the following applies:
 - (i) The Township does not provide for appeals of fees.
 - (ii) The Township Board failed to respond to a written appeal as required.
 - (iii) The Township Board issued a determination to a written appeal.
- (i) If a court determines that the Township required a fee that exceeds the amount permitted under this FOIA policy or Section 4 of the FOIA, the court shall reduce the fee to a permissible amount. Failure to comply with an order of the court may be punished as contempt of court.
- (j) If the requesting person prevails in court by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the Township as damages.
- (k) If the court determines that the Township has arbitrarily and capriciously violated the FOIA by charging an excessive fee, the court shall order the Township to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the Township.

Section 12. Severability.

If any section, clause, or provision of this policy be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, said declaration shall not affect the remainder of the policy. The Township Board hereby declares that it would have passed this policy and each part, section, subsection, phrase, sentence and clause irrespective of the fact that any one or more parts, sections, subsections, phrases, sentences or clauses be declared invalid.

Section 13. Repeal of Prior FOIA Policy.

Elmwood Charter Township's prior FOIA policy, if any, is hereby repealed in its entirety.

Section 14. Effective Date.

This policy shall become effective the day after this resolution is published on the Township's website or posted in a conspicuous location in the Township offices.

RESOLUTION DECLARED ADOPTED.

TOWNSHIP OF ELMWOOD CHARTER

By: _____
Jeff Shaw, Supervisor

I, the undersigned, the Clerk of Elmwood Charter Township, Leelanau County, State of Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Elmwood Charter Township Board at its regular meeting held on January 11, 2021, relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: January 11, 2021

Connie M. Preston, Clerk

EXHIBIT A

Public Records Exempt from Disclosure under the Freedom of Information Act

- (a) Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of an individual's privacy.
- (b) Investigating records compiled for law enforcement purposes, but only to the extent that disclosure as a public record would do any of the following:
 - (i) Interfere with law enforcement proceedings.
 - (ii) Deprive a person of the right to a fair trial or impartial administrative adjudication.
 - (iii) Constitute an unwarranted invasion of personal privacy.
 - (iv) Disclose the identity of a confidential source, or if the record is compiled by a law enforcement agency in the course of a criminal investigation, disclose confidential information furnished only by a confidential source.
 - (v) Disclose law enforcement investigative techniques or procedures.
 - (vi) Endanger the life or physical safety of law enforcement personnel.
- (c) A public record that if disclosed would prejudice a public body's ability to maintain the physical security of custodial or penal institutions occupied by persons arrested or convicted of a crime or admitted because of a mental disability, unless the public interest in disclosure under this act outweighs the public interest in nondisclosure.
- (d) Records or information specifically described and exempted from disclosure by statute.
- (e) A public record that is furnished by the public body to a public officer in connection with the performance of the duties of that public officer, if the considerations originally giving rise to the exempt nature of the public record remain applicable.
- (f) Trade secrets or commercial or financial information voluntarily provided to an agency for use in developing policy if:
 - (i) The information is submitted upon a promise of confidentiality by the public body.

- (ii) The promise of confidentiality is authorized by the township board at the time the promise is made.
 - (iii) A description of the information is recorded by the public body within a reasonable time after it has been submitted, maintained in a central place within the public body, and made available to a person upon request. This subdivision does not apply to information submitted as a condition of receiving a contract, license, or other benefit.
- (g) Information or records subject to the attorney-client privilege.
- (h) Information or records subject to the physician-patient privilege, the psychologist-patient privilege, the minister, priest, or Christian Science practitioner privilege, or other privilege recognized by statute or court rule.
- (i) A bid or proposal by a person to enter into a contract or agreement, until the time for the public opening of bids or proposals, or if a public opening is not to be conducted, until the deadline for submission of bids or proposals has expired.
- (j) Appraisals of real property to be acquired by the public body until either of the following occurs:
 - (i) An agreement is entered into.
 - (ii) Three years have elapsed since the making of the appraisal, unless litigation relative to the acquisition has not yet terminated.
- (k) Test questions and answers, scoring keys, and other examination instruments or data used to administer a license, public employment, or academic examination, unless the public interest in disclosure under this act outweighs the public interest in nondisclosure.
- (l) Medical, counseling, or psychological facts or evaluations concerning an individual if the individual's identity would be revealed by a disclosure of those facts or evaluation.
- (m) Communications and notes within a public body or between public bodies of an advisory nature to the extent that they cover other than purely factual materials and are preliminary to a final agency determination of policy or action. This exemption does not apply unless the public body shows that in the particular instance the public interest in encouraging frank communication between officials and employees of public bodies clearly outweighs the public interest in disclosure.

- (n) Records of law enforcement communication codes, or plans for deployment of law enforcement personnel, that if disclosed would prejudice a public body's ability to protect the public safety unless the public interest in disclosure under this act outweighs the public interest in nondisclosure in the particular instance.
- (o) Testing data developed by a public body in determining whether bidders' products meet the specifications for purchase of those products by the public body, if disclosure of the data would reveal that only 1 bidder has met the specifications. This subdivision does not apply after 1 year has elapsed from the time the public body completes the testing.
- (p) Unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance, public records of a law enforcement agency, the release of which would do any of the following:
 - (i) Identify or provide a means of identifying an informant.
 - (ii) Identify or provide a means of identifying a law enforcement undercover officer or agent or a plain clothes officer as a law enforcement officer or agent.
 - (iii) Disclose the personal address or telephone number of active or retired law enforcement officers or agents or a special skill that they may have.
 - (iv) Disclose the name, address, or telephone numbers of family members, relatives, children, or parents of active or retired law enforcement officers or agents.
 - (v) Disclose operational instructions for law enforcement officers or agents.
 - (vi) Reveal the contents of staff manuals provided for law enforcement officers or agents.
 - (vii) Endanger the life or safety of law enforcement officers or agents or their families, relatives, children, parents, or those who furnish information to law enforcement departments or agencies.
 - (viii) Identify or provide a means of identifying a person as a law enforcement officer, agent, or informant.
 - (ix) Disclose personnel records of law enforcement agencies.
 - (x) Identify or provide a means of identifying residences that law enforcement agencies are requested to check in the absence of their owners or tenants.

- (q) Records of a public body's security measures, including security plans, security codes and combinations, passwords, passes, keys, and security procedures, to the extent that the records relate to the ongoing security of the public body.
- (r) Records or information relating to a civil action in which the requesting party and the public body are parties.
- (s) Information or records that would disclose the social security number of an individual.
- (t) Records or information of measures designed to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, the Michigan penal code, emergency response plans, risk planning documents, threat assessments, domestic preparedness strategies, and cybersecurity plans, assessments, or vulnerabilities, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance.
- (u) Information that would identify or provide a means of identifying a person that may, as a result of disclosure of the information, become a victim of a cybersecurity incident or that would disclose a person's cybersecurity plans or cybersecurity-related practices, procedures, methods, results, organizational information system infrastructure, hardware, or software.
- (v) Research data on road and attendant infrastructure collected, measured, recorded, processed, or disseminated by a public agency or private entity, or information about software or hardware created or used by the private entity for such purposes.

Charter Township of Elmwood

Public Summary of FOIA Policy

It is the public policy of this state that all persons (except those persons incarcerated in state or local correctional facilities) are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees. Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, the following is the Written Public Summary of the Township's FOIA Policy relevant to the general public. This is only a summary of the Township's FOIA Policy. For more details and information, copies of the Township's FOIA Policy are available at no charge at the office of the Township's FOIA Coordinator and on the Township's website: leelanau.gov/elmwoodtwp.asp.

1. How do I submit a FOIA request to the Township?

A request must sufficiently describe a public record so as to enable the Township to find it.

A request must include the requesting person's complete name, address, and contact information. The address must be written in compliance with United States Postal Service addressing standards. The contact information must also include a valid telephone number or electronic mail address

Please include the words "FOIA" or "FOIA Request" in the request to assist the Township in providing a prompt response.

Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the Township may be submitted on the Township's FOIA Request Form, in any other form of writing (letter, fax, email, etc.).

No specific form to submit a written request is required. However a FOIA Request Form and other FOIA-related forms are available for your use and convenience on the Township's website at leelanau.gov/elmwoodtwp.asp, and at the Township Clerk's office.

Written requests may be delivered to the Township Hall in person or by mail to the following address: 10090 E. Lincoln Rd., Traverse City, MI 49684

Requests may be faxed to: (231)946-9320. To ensure a prompt response, faxed requests should contain the term "FOIA" or "FOIA Request" on the first/cover page.

Finally, requests may be emailed to: clerkpreston@elmwoodtownship.net. To ensure a prompt response, email requests should contain the term "FOIA" or "FOIA Request" in the subject line.

2. What kind of response can I expect to my request?

Within 5 business days after receiving a FOIA request the Township will issue a response. If a request is received by fax or email, the request is deemed to have been received on the following business day. The Township will respond to your request in one of the following ways:

- a. Granting the request.
- b. Issue a written notice denying the request.
- c. Granting the request in part and issue a written notice denying in part the request.
- d. Issuing a notice indicating that due to the nature of the request the Township needs an additional 10 business days to respond.
- e. Issuing a written notice indicating that the public record requested is available at no charge on the Township's website.

If the request is granted, or granted in part, the Township will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.

If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the Township will require a deposit before processing the request.

3. What are the Township's deposit requirements?

If the Township has made a good faith calculation that the total fee for processing the request will exceed \$50.00, the Township will require that you provide a deposit in the amount of 50% of the total estimated fee. When the Township requests the deposit, it will provide you a non-binding best efforts estimate of how long it will take to process the request after you have paid your deposit.

If a required deposit is not received by the Township within 45 days from when you receive the notice of the deposit (3 days after the notice requiring the deposit is sent), and if you have not filed an appeal of the deposit amount, your FOIA request shall be considered abandoned, and the Township will no longer be required to fulfill your request. The notice of a deposit requirement will include the date that the deposit must be received (48 days after the date the notice is sent).

If the Township receives a request from a person who has not paid the Township for copies of public records made in fulfillment of a previously granted written request, the Township will require a deposit of 100% of the estimated processing fee before it begins

to search for the public record for any subsequent written request when all of the following conditions exist:

- a. The final fee for the prior written request is not more than 105% of the estimated fee.
- b. The public records made available contained the information sought in the prior written request and remain in the Township's possession.
- c. The public records were made available to the individual, subject to payment, within the best effort time frame estimated by the Township to provide the records.
- d. Ninety (90) days have passed since the Township notified the individual in writing that the public records were available for pickup or mailing.
- e. The individual is unable to show proof of prior payment to the Township.
- f. The Township has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.

However, the Township will not require the 100% estimated fee deposit if any of the following apply:

- g. The person making the request is able to show proof of prior payment in full to the Township.
- h. The Township is subsequently paid in full for all applicable prior written requests.
- i. Three hundred sixty five (365) days have passed since the person made the request for which full payment was not made to the Township.

4. How does the Township calculate FOIA processing fees?

A. General Fees

The Michigan FOIA statute permits the Township to charge for the following costs associated with processing a request:

- a. Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- b. Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the Township.
- c. Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the Township.
- d. The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the Township's website if you ask for the Township to make copies.

- e. The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the Township's website if you ask for the Township to make copies.
- f. The cost to mail or send a public record to a requestor.

B. Specific Fees

Labor Costs:

All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.

Labor costs will be charged at the hourly wage of the lowest-paid Township employee capable of doing the work in the specific fee category, regardless of who actually performs work.

Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. Township may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.

Overtime wages will not be included in labor costs unless you agree; overtime costs will not be used to calculate the fringe benefit cost.

Contracted labor costs will be charged at the hourly rate of six (6) times the state minimum hourly wage, which is currently \$48.90.

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the Township.

Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to the Township's usual FOIA requests, because of the nature of the request in the particular instance. The Township must specifically identify the nature of the unreasonably high costs in writing.

Copying and Duplication:

The Township must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

Non-paper Copies on Physical Media:

The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.

This cost will be charged only if the Township has the technological capability necessary to provide the public record in the requested non-paper physical media format.

Paper Copies:

Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.

Copies for non-standard sized sheets will paper will reflect the actual cost of reproduction.

Mailing Costs:

The cost to mail public records will use a reasonably economical and justified means.

The Township may charge for the least expensive form of postal delivery confirmation.

No cost will be made for expedited shipping or insurance unless you request it.

Waiver of Fees:

The cost of searching for and copying a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The Township Board may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

5. How do I qualify for an indigence discount on the fee?

The Township will discount the first \$20.00 of fees for a request if you submit an affidavit stating that you are in one (1) of the following categories:

- a. You are indigent and receiving specific public assistance.
- b. If you are not receiving public assistance, then you must state facts demonstrating an inability to pay because of indigence.

However, you are not eligible to receive the \$20.00 discount if either of the following apply to you:

- c. You have previously received discounted copies of public records from the Township twice during the calendar year.

- d. You are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

6. May a nonprofit organization receive a discount on the fee?

A nonprofit organization advocating for developmentally disabled or mentally ill individuals that is formally designated by the state to carry out activities under Subtitle C of the Federal Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, may receive a \$20.00 discount if the request meets all of the following requirements in the Act:

- a. Is made directly on behalf of the organization or its clients.
- b. Is made for a reason wholly consistent with the mission and provisions of those laws under Section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
- c. Is accompanied by documentation of its designation by the state, if requested by FOIA Coordinator.

7. How may I challenge the denial of a public record or an excessive fee?

A. Appeal of a Denial of a Public Record

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may appeal to the Township Board by filing a written appeal of the denial with the Township Clerk.

The appeal must be in writing, specifically state the word "appeal," and identify the reason or reasons you are seeking a reversal of the denial. You may use the Township FOIA Appeal Form (To Appeal a Denial of Records), which is available on the Township's website: leelanau.gov/elmwoodtwp.asp

Within 10 business days of receiving the appeal the Township Board will respond in writing by doing one (1) of the following:

- a. Reversing the disclosure denial.
- b. Upholding the disclosure denial.
- c. Reverse the disclosure denial in part and uphold the disclosure denial in part.

Regardless of whether you submitted an appeal of a denial to the Township Board, you may file a civil action in Circuit Court within 180 days after the Township's final determination to deny your request. If you prevail in the civil action the Court will award you reasonable attorneys' fees, costs and disbursements. If the Court determines that

the Township acted arbitrarily and capriciously in refusing to disclose or provide a public record, the Court will award you damages in the amount of \$1,000.

B. Appeal of an Excess FOIA Processing Fee

If you believe that the fee charged by the Township to process your FOIA request exceeds the amount permitted by state law, you must first appeal to the Township Board by filing a written appeal for a fee reduction to the Township Clerk.

The appeal must specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. You may use the Township FOIA Appeal Form (To Appeal an Excess Fee), which is available at the Township Hall and on the Township's website: leelanau.gov/elmwoodtwp.asp.

Within 10 business days after receiving the appeal, the Township Board will respond in writing by doing one (1) of the following:

- a. Waiving the fee.
- b. Reducing the fee and issuing a written determination indicating the specific basis that supports the remaining fee.
- c. Upholding the fee and issuing a written determination indicating the specific basis that supports the required fee.
- d. Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Township Board will respond to the written appeal.

Within 45 days after receiving notice of the Township Board's determination of the processing fee appeal, you may commence a civil action in Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the Court may award all or an appropriate amount of reasonable attorneys' fees, costs and disbursements. If the Court determines that the Township acted arbitrarily and capriciously by charging an excessive fee, the Court may also award you punitive damages in the amount of \$500.

CHARTER TOWNSHIP OF ELMWOOD
RESOLUTION 3 OF 2021
A RESOLUTION AMENDING THE GROUP PENSION PLAN

At a regular meeting of the Board of the Charter Township of Elmwood, held electronically on the 11th day of November 2021 at 6:00 p.m. there were

PRESENT:

ABSENT:

The following resolution was offered by _____, and seconded by _____.

BE IT RESOLVED, that the Township Board of the Charter Township of Elmwood amend the 401 (a) Plan as follows:

Change the Employer contribution to 10% of compensation.

BE IT FURTHER RESOLVED, that the amendment above be effective January 1, 2021.

Upon a roll call vote, the following voted:

YES:

NO:

RESOLUTION DECLARED ADOPTED

Jeff Shaw, Supervisor

I, the undersigned, the Clerk of the Charter Township of Elmwood, Leelanau County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said municipality at its regular meeting held on January 11, 2021 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

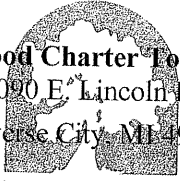
Dated: January 11, 2021

Connie Preston, Clerk

To: Elmwood Township Board
From: Connie Preston, Clerk
Date: 1-4-21
Subject: Federal Paid Holidays

I am requesting that we amend our personnel manual to add Martin Luther King Junior Day to our list of paid federal holidays.

Planning/ Zoning Department
planner@elmwoodtownship.net

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

Contact Information
Ph: (231) 946-0921
Fax: (231) 946-9320

To: Elmwood Township Board

From: Sara Kopriva AICP, Planner/Zoning Administrator

Date: January 5, 2021

RE: Phase 3 Marina Redevelopment Plans

Recommended Motion: Motion to approve site and building plans for Phase 3 Marina Redevelopment and apply for grants as available.

In August 2019, the Township received a grant from Waterways to do the design and engineering for Phase 3 of the marina redevelopment project. Phase 3 includes the boater's bath building and associated parking, essentially all the facilities for the slip holders and nightly rentals. We are nearing the finalization of the plans and getting ready for agency permits. Before moving forward with permitting, it is a good time for the Board to review the plans to make sure that everyone is comfortable moving forward with this plan. It is based on the approved Redevelopment Plan that was adopted in 2016. Hopefully we will be able to able for and receive Waterways grant funding for this cycle which is due April 1, 2021.

INSTALLMENT PURCHASE AGREEMENT

This Installment Purchase Agreement shall be deemed effective on February 1, 2021 among Alexis Fire Equipment Co., an Illinois corporation, whose address is 109 East Broadway, Alexis, IL 61412 (Alexis); Elmwood Charter Township, a Michigan charter township, whose address is 10090 E. Lincoln Rd., Traverse City, MI 49684 (Township); and The Huntington National Bank, whose address is 525 Vine Street, Floor 14, Cincinnati, OH 45202 (Bank).

Township desires to purchase from Alexis and Alexis is willing to sell to Township One (1) Custom Stainless-Steel Pumper-Tender, Alexis Demo #2429 Super Tanker (the Pumper Tanker), as described in the 51-page specification document dated December 30, 2020 and the 66-page Spartan chassis specification document dated November 2, 2020, both of which are attached hereto and incorporated herein by reference (collectively the "Specifications").

Accordingly, the parties agree as follows:

1. **Purchase and Delivery.** Alexis hereby agrees to sell, convey, transfer and assign to Township, and Township agrees to purchase, all of Alexis's right, title and interest to the Pumper Tanker.
2. **Purchase Price/Terms.** The purchase price and terms of payment shall be as follows:
 - A. Purchase price: \$494,632.00. The parties hereby understand and agree that any change order approved by the Township pursuant to Paragraph 5 below that results in any increased costs shall be paid by the Township to Alexis directly and shall not alter the purchase price provided in this Agreement.
 - B. Upon delivery of the Spartan chassis to Alexis, estimated to be at the end of February, 2021, the Township shall pay to Alexis \$228,390.00.
 - C. Amount to be financed: \$266,242.
 - D. Annual interest rate: 1.85% fixed.
 - E. Annual installment payments (including interest): \$56,463.97, beginning April 20, 2022 and every year thereafter until paid in full in five (5) years.
 - F. Accrued interest shall be payable as part of each installment payment. Except as provided in this subparagraph, this Installment Purchase Agreement may be prepaid at any time without penalty.
3. **Default.** If Township fails to make an installment payment as required by this Agreement and such default shall continue for five (5) business days following receipt of written notice of such nonpayment from Alexis or its assignee, then the entire unpaid balance of the purchase price, together with all accrued interest, shall become immediately due and payable at the option of Alexis or its assignee without any further notice or demand.
4. **Assignment to Bank.** Township acknowledges and consents that Alexis intends to immediately assign its interest to the financed amount to be paid under this Agreement to the Bank. Such assignment will transfer to the Bank all rights of Alexis to the amount to be financed under this Agreement, including the right to receive payment for the amount financed directly from the Township, but will not require payment by the Bank to Alexis of the amount to be financed until the delivery of the Pumper Tanker to the Township by Alexis. Alexis agrees

and understands that such assignment shall not relieve Alexis from its obligations under Paragraph 9 of this Agreement.

5. **Change Orders.** Changes to the Pumper Tanker, as described in the Specifications, may be made by the Township, and shall be processed only as specified in this Paragraph. Any such changes shall be reviewed by Alexis for cost and schedule impacts. All changes shall be sequentially numbered by Alexis. Any or all changes may extend the completion and delivery of the Pumper Tanker. Within seven (7) days of the Township's request for a change, Alexis shall inform the Township, in writing, of the feasibility of the change, an increase or decrease in the final purchase price resulting from the change, the earliest implementation date for the change, and any effect on production schedule or delivery resulting from the change. Any such costs changes shall be included on the Change Order prior to approval by the Township. All Change Orders shall be prepared by Alexis and approved in writing by the Township. Changes may not be made orally and any such change requested orally shall be void and shall be included in the original purchase price. Alexis hereby waives any additional charges for any changes made orally and not in writing. Alexis understands and agrees that no officer other than the fire chief may authorize any change order and that all change orders must be approved by both the fire chief and the township supervisor. Alexis may request and shall receive written documentation authorizing such changes as proof of authority to make the change request. Finally, Alexis understand and agree that any change not authorized by the fire chief and the township supervisor shall be unenforceable.
6. **Delivery; Waiver; Penalty.** Alexis shall deliver the Pumper Tanker to F.O.B. Elmwood Charter Township within 280 days from the date the Spartan chassis is delivered to Alexis, as specified in the Specifications. The Township may, in a written waiver only, take delivery of the Pumper Tanker subject to the provisions of the Inspection Period provided in Paragraph 7 below. Finally, in the event the Pumper Tanker is not delivered timely as provided in this Paragraph due to Alexis' failures, acts or omissions that are not excused under Paragraph 14 below or the time of delivery is extended pursuant to an approved Change Order under Paragraph 5 above, then the Township shall be entitled to a credit of \$200 per calendar day until the Pumper Tanker is delivered as required under this Agreement.
7. **Inspection Period; Remedies.** Upon taking delivery of the Pumper Tanker, the Township shall have sixty (60) days from the delivery date to provide Alexis with written notice of any known defects in the Pumper Tanker and/or noncompliance with the Specifications (the "Defects"). Alexis shall then have sixty (60) days in which to remedy the Defects in full compliance with the Specification. If Alexis fails to remedy the Defects as required in this Paragraph, then the Township, in the sole exercise of its discretion, may reject the Pumper Tanker and receive within thirty (30) days a full refund of all monies paid to Alexis, or may enter into a supplemental agreement with Alexis regarding the remedial action to be taken to remedy the Defects. After the expiration of the 60-day inspection period, the Township may not reject acceptance of the Pumper Tanker, unless the defect would not have been detected by a reasonable inspection of the Pumper Tanker by the Township, or the defect did not become known during the 60-day inspection period (collectively, called "Latent Defects"). Latent Defects shall be processed and treated in the same manner as a Defect discovered during the 60-day inspection period. After one (1) year from the delivery date of the Pumper Tanker, the Township's remedies shall be limited to claims and such other remedies as are provided by Michigan law.
8. **Amendment.** If Alexis assigns its interest to the financed amount to be paid under this Agreement to the Bank, Township agrees that it will not enter into any modification or waiver of any provision of this Agreement without the prior written consent of the Bank.

9. **Representations and Warranties of Alexis.** Alexis hereby represents and warrants to Township as follows:
- A. It is a corporation in good standing under the laws of the State of Illinois and is authorized to conduct business in Michigan through Allied Fire Sales and Services, a Michigan corporation, whose address is 16194 144th Ave., Spring Lake, MI 49456.
 - B. The execution, delivery and performance by Alexis of this Agreement have been duly authorized by all necessary corporate action.
 - C. The execution, delivery and performance by Alexis of this Agreement will not violate any provisions of Alexis's Articles of Incorporation or Bylaws or any law, rule, judgment, order, agreement or instrument binding on Alexis.
 - D. This Agreement constitutes the valid and binding obligations of Alexis, enforceable in accordance with its terms.
 - E. At the time of delivery Alexis will have good and marketable title to the Pumper Tanker free and clear of all liens, security interests, restrictions and other encumbrances, except for a lien in favor of the Bank to secure the amount of the purchase price that is financed under this Agreement.
 - F. Alexis shall transfer to Township at the time of delivery of the Pumper Tanker all warranties, if any, on the Pumper Tanker.
 - G. The Pumper Tanker and its components shall be constructed at a minimum to the NFPA 1901 standards for automotive fire apparatus, 2009 Edition.
10. **Representations and Warranties of Township.** Township warrants and represents to Alexis, and its assignee, as follows:
- A. Township is a charter law township duly organized, validly existing, and in good standing under the laws of Michigan.
 - B. The execution, delivery and performance by Township of this Agreement have been duly authorized by appropriate action of the Elmwood Charter Township Board.
 - C. The execution, delivery and performance by Township of this Agreement will not violate any law, rule, judgment, order, agreement or instrument binding upon Township nor require the approval of any public authority or any third party, including, without limitation, the Local Audit and Finance Division of the Michigan Department of Treasury, formerly known as the Michigan Municipal Finance Commission.
 - D. This Agreement constitutes the valid and binding obligations of Township, enforceable in accordance with its terms.
11. **Qualified Tax Exempt Obligations.** Township hereby designates the payment obligations of Township hereunder as a qualified tax exempt obligation within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
12. **Limited Tax General Obligation.** The obligation within this Agreement shall constitute a limited tax general obligation of the Township secured by its full faith and credit. However, the

authority granted herein shall not be construed to require the Township to levy taxes in excess of any charter, constitutional or statutory limitations.

13. **Notices.** All notices given or made hereunder shall be made in writing and shall be deemed properly given or made if sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Township: Elmwood Charter Township
Attn: Clerk
10090 E. Lincoln Rd.
Traverse City, MI 49684

If to Alexis: Alexis Manufacturing, Inc.
Attn: President
109 East Broadway
Alexis, IL 61412

If to Bank: The Huntington National Bank
Attn: Equipment Finance Department
525 Vine Street, Floor 14
Cincinnati, OH 45202

14. **Force Majeure.** Alexis shall not be liable for any failure to perform or for any delay in performing any of its obligations under this Agreement where such failure or delay is occasioned by strike, lockout, difficulty in procuring materials, or tooling failure, shortage of labor, failure or delays by suppliers or contractors, legislative, governmental or other prohibitions or restrictions, fire, flood, hostilities, commotions or other causes whatsoever beyond Alexis's reasonable control.
15. **Assignment.** Neither party shall assign any of its right, title or interest in this Agreement or any documents of instruments executed pursuant to this Agreement without the written consent of the other party, except that Alexis may assign its right, title or interest in this Agreement to the Bank without the consent of Township. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Michigan without giving effect to principles of conflict of laws. In addition, the parties agree that venue shall be in Leelanau County, Michigan.
17. **Counter-part Signatures.** This Agreement may be executed in identical counterpart copies, each of which taken together shall constitute one and the same document. The electronic or photostatic copy of the signature of each party thereto shall have the same binding legal force and effect as an original signature.
18. **Severability.** Any provision hereof that is prohibited or unenforceable under applicable law shall be ineffective to the extent, and for the duration, of such prohibition or unenforceability without invalidating the remaining provisions hereof.
19. **Entire Agreement.** This Agreement and any document referenced above represent the entire agreement between the Township and Alexis. Neither of the parties hereto has relied upon any oral representation given to it by any representative of the other party. This Agreement represents a complete and exclusive statement of the terms of the transactions between the Township and Alexis.

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

ALEXIS FIRE EQUIPMENT CO., an Illinois corporation

Date: _____

By: _____
Jeffery Morris

Its: President

ELMWOOD CHARTER TOWNSHIP

Date: _____

By: _____
Jeffrey K. Shaw

Its: Supervisor

THE HUNTINGTON NATIONAL BANK

Date: _____

By: _____
Meredith A. Shanle

Its: Vice President

YOUNG, GRAHAM & WENDLING, P.C.

Attorneys at Law
104 E. Forest Home, P.O. Box 398
Bellaire, Michigan 49615
(231) 533-8635
Facsimile (231) 533-6225
www.upnorthlaw.com

Bryan E. Graham

Peter R. Wendling

January 7, 2021

VIA EMAIL

Elmwood Charter Township
Attn: Clerk
10090 E. Lincoln Rd.
Traverse City, Michigan

The Huntington National Bank
525 Vine Street, Floor 14
Cincinnati, OH 45202

Ladies and Gentlemen:

We have examined an Installment Purchase Agreement between Elmwood Charter Township, Leelanau County, Michigan ("Township") and Alexis Fire Equipment Co., an Illinois corporation, to be effective February 1, 2021 ("Agreement"). We have also examined the Assignment of Interest ("Assignment") between Alexis and The Huntington National Bank ("Bank"). The Agreement provides for the purchase by the Township of the Pumper Tanker described in the Agreement for a financeable amount of (\$266,242) payable in annual installments over five (5) years as provided in the Agreement, with interest on the unpaid balance at the rate of (%) per annum, payable 1.85 as provided in the Agreement. The obligations under the Agreement have been designated as "qualified tax exempt obligations" by the Township for purposes of deduction of interest expenses by financial institutions pursuant to the Internal Revenue Code of 1986, as amended.

We have also examined a resolution of the Township Board authorizing execution of the Agreement and such other certificates and documents as we deem necessary and appropriate under the circumstances.

Based on the foregoing examination, we are of the opinion that:

1. The Township is a duly created, validly existing and fully constituted charter township of the State of Michigan and has the power and authority to enter into the Agreement.
2. The Agreement is a valid and binding obligation of the Township enforceable against the Township in accordance with its tenor.
3. The Township is obligated annually to include in its budget a sum sufficient to meet its obligations under the Agreement and must levy sufficient taxes to provide that sum, subject to applicable charter, statutory and constitutional tax rate limitations.
4. The Township has pledged its limited tax full faith and credit to secure payment of its payment obligations under the Agreement.

5. Under existing law as presently interpreted, interest on the Agreement (a) is excluded from gross income for federal income tax purposes and (b) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. It should be noted, however, that with respect to corporations (as defined for federal income tax purposes), the interest is taken into account in determining, adjusted current earnings for such corporations. The opinion set forth in clause (a) above is subject to the condition that the Township comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the execution of the Agreement in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Agreement to be included in gross income retroactive to the date of execution of the Agreement. The Township has covenanted to comply with all such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Agreement.
6. Under existing law as presently interpreted, interest on the Agreement is exempt from all taxation in the State of Michigan, except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

The foregoing opinion is limited to the extent that the rights and remedies to the Bank as assignee of Alexis under the Agreement, may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereinafter enacted, and by the application of general principles of equity, including those relating to equitable subordination. We further render no opinion as to the authority of the Vendor to execute or assign the Agreement, or of the Bank to execute the Assignment, or the enforceability of the Agreement against the Bank.

Yours truly,

Bryan E. Graham

BEG

ACT 99 CERTIFICATE

The undersigned, the duly authorized and qualified Supervisor of the Charter Township of Elmwood, Leelanau County, Michigan ("Issuer"), in connection with the execution by the Issuer of an Installment Purchase Agreement ("Agreement"), to be effective February 1, 2021, between Issuer and Alexis Fire Equipment Co., an Illinois corporation ("Vendor), and by assignment to The Huntington National Bank ("Bank"), with a financed amount of \$266,242.00, hereby certifies as follows:

1. The outstanding balance of all purchases of lands, property or equipment for public purposes by the Issuer, to be paid for in installments under Act 99, Public Acts of Michigan, 1933, as amended, including purchases made pursuant to the Agreement, exclusive of interest is TWO HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED FORTY-TWO and 00/100 DOLLARS (\$266,242.00).
2. The taxable value of the real and personal property of the Issuer as of the effective date of the Agreement is THREE HUNDRED FORTY-NINE MILLION TWO HUNDRED SEVENTY-SIX THOUSAND NINETY-EIGHT and 00/100 DOLLARS (\$349,276,098).
3. The amount set forth in paragraph 1 hereof does not exceed one and one-quarter percent (1¼%) of the taxable value set forth in paragraph 2 hereof.

ELMWOOD CHARTER TOWNSHIP

Date: _____

By: _____
Jeffrey K. Shaw

Its: Supervisor

ASSIGNMENT OF INTEREST

The Seller, Alexis Fire Equipment Co., an Illinois corporation, whose address is 109 East Broadway, Alexis, IL 61412 (Alexis), in consideration of the mutual promises contained herein, hereby assigns and sets over to The Huntington National Bank, whose address is 525 Vine Street, Floor 14, Cincinnati, OH 45202 (Bank) all of the Seller's rights and interests in the financed amount to be paid under the Installment Purchase Agreement effective on February 1, 2021 between Seller and the Buyer, Elmwood Charter Township, a Michigan charter township, whose address is 10090 E. Lincoln Rd., Traverse City, MI 49684 (Township),

Upon receipt of written notice by Alexis, confirmed in writing by the Township, that the Pumper Tanker has been delivered to the Township, Bank shall pay to Alexis the amount to be financed, as specified in the Installment Purchase Agreement between Seller and the Buyer, in the amount of \$266,242.00.

ALEXIS FIRE EQUIPMENT CO., an Illinois corporation

Date: _____

By: _____
Jeffery Morris

Its: President

Accepted:

ELMWOOD CHARTER TOWNSHIP

By: _____ Date: _____
Jeffrey K. Shaw

Its: Supervisor

Accepted:

THE HUNTINGTON NATIONAL BANK

By: _____ Date: _____
Meredith A. Shanle

Its: Vice President

Drafted by: Bryan E. Graham (P35708)
Young, Graham & Wendling, P.C.
P.O. Box 398
Bellaire, Michigan 49615
(231) 533-8635



Alexis Fire Equipment
109 East Broadway
Alexis, IL 61412
800-322-2284
sales@alexisfire.com
AlexisFire.com

SALES AGREEMENT ALEXIS FIRE EQUIPMENT CO.

This Sales Agreement ("Agreement") is made and entered into, in duplicate on this 29th day of December, 2020, by and between **ALEXIS FIRE EQUIPMENT CO.**, an Illinois corporation (the "Company"), and
Elmwood Charter Township

(the "Buyer").

WITNESSETH

WHEREAS, the Company and the Buyer desire to enter into this Agreement subject to the terms and conditions hereto;

NOW, THEREFORE, for and in consideration of the foregoing recital and the undertakings and agreements hereinafter provided, the parties agree as follows:

ARTICLE 1: SALE

The Company agrees to sell to the Buyer, upon the conditions which are below written, the vehicle(s) and equipment, according to the specifications attached and incorporated by reference herein as Exhibit A (collectively, the "Products").

ARTICLE 2: ACCEPTANCE

The Agreement shall be binding on the Company only after written acceptance at the Company's Home Office in Alexis, Illinois by an officer of the Company. Written notice of acceptance shall be given to the Buyer. When requested by the Company, the Buyer shall furnish an attorney's opinion as to the power of the Buyer's representatives to enter into the Agreement, and that this Agreement is a valid, legal and enforceable obligation of the Buyer.



ARTICLE 3: PAYMENT

3.1 The Buyer agrees to pay as the purchase price of the Products specified in Exhibit A the sum of Four Hundred Ninety Four Thousand Six Hundred Thirty Two dollars and zero cents.

 DOLLARS (\$ 494,632.00) to **ALEXIS FIRE EQUIPMENT CO.**, in the manner described below.

 Cash payment for the chassis upon delivery and remainder of payment upon delivery.

 100% upfront payment will result in a discount of \$ 7,937.00.

 This includes a Performance Bond.

Interest shall begin to accrue on the unpaid balance at the rate of 1-1/2% per month on the day after each payment is due.

3.2 Buyer shall pay all amounts payable to the Company when due, time being of essence, and shall pay all of Buyer's expenses, if incurred by the Company, for taxes, insurance, freight and warehousing relating to the Products. The Company reserves the right to modify, change or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance. In the event legal proceedings or other action is necessary for the collection of past due accounts, Buyer agrees to pay all expenses incurred by the Company in enforcing Buyer's obligations hereunder, including, without limitation, attorney's fees.

ARTICLE 4: TAXES

Buyer shall pay all taxes, whether presently or hereafter applicable, assessed or arising out of this transaction, whether in the nature of an occupation, property, excise, sales or use tax imposed upon the Company, Buyer or the Products. Whenever possible the Company shall add such taxes to the invoice as a separate charge. However, the Company shall have the right at anytime to separately bill Buyer for any such taxes which the Company may be required to pay. If the Products are exempt from taxes upon the proper execution of an exemption

certificate, it is the duty of the Buyer to furnish such properly executed exemption certificate to the Company.

ARTICLE 5: RISK OF LOSS AND INSURANCE

All risk of loss shall pass to the Buyer when the Products are delivered to the carrier. Buyer shall insure the Products against "all risks" subject to the normal exclusions, from the time the Products are placed in the possession of the carrier, during transit, during unloading and continuously thereafter until all amounts payable by Buyer are paid in full to the Company for no less than the total amount owing to the Company, with loss first payable to the Company shall be submitted by Buyer prior to shipment, or the Company may procure such insurance at Buyers expense.

ARTICLE 6: COMPLETION

The Products shall be completed by the Company within approximately 220 calendar days after the acceptance of the Agreement by the Company. This date is only approximate and is subject to delays caused by war, fire strike, Acts of God, shortages of materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other fact or event beyond the Company's control, none of which factors or events shall give rise to any liability on the part of the Company, whether for general, incidental or consequential damages. Any such delay shall not constitute grounds for cancellation by Buyer.

ARTICLE 7: SHIPMENT

All shipments will be made F.O.B. Alexis, Illinois. In the absence of specific instructions, the Company will select the carrier. Buyer shall accept shipment within ten (10) days after notification by the Company the Products are ready for shipment, or the Company is authorized either to have the Products transported and warehoused, at Buyers expense and risk, which act shall constitute shipment, or to defer the shipment. Complete operation instructions and handling instructions relating to the Products shall be furnished by the Company at the time of delivery of the Products to the Buyer.

ARTICLE 8: MULTIPLE PIECES

If more than one vehicle or more Products are ordered under this Agreement and the Products are shipped at different dates, the terms of payment stated herein

shall apply to each shipment and an invoice covering each shipment shall be rendered.

ARTICLE 9: LIMITED WARRANTY

The Company warrants exclusively to the Buyer that at the date of delivery to the Buyer, and for a period of one (1) year after this date, the Products shall be free from defects in material and workmanship under the use and service as specified in the operation and handling instructions. For a period of one (1) year from the date of delivery to the Buyer, the Company or its authorized agent shall repair or replace (at the option of the Company or its authorized agent) any of the Products, or component thereof, which after use and service as specified in the operation and handling instruction, is determined to be defective by the Company or its authorized agent upon inspection at the premises of the Company or its authorized agent. Any component of a Product manufactured by any supplier other than the Company shall bear only the warranty, if any, made by the manufacturer of such component. The Buyer shall notify the Company of any defect in any Product covered by this Limited Warranty no later than thirty (30) days after the defect is discovered and before any repairs are performed. If any repairs are made before the Company is notified, these repairs shall void this Limited Warranty in its entirety.

Defective parts will not be accepted for return or replacement without the prior written authorization of the Company. Upon receipt of such written authorization, and in accordance with instructions from the Company, the defective parts may be returned to the Company or its authorized agent at the expense of the Buyer. Return shipment of repaired/replaced part or parts covered by this Limited Warranty shall be at the expense of the Company. Unauthorized alteration and/or repair of the Products by anyone other than the Company or its authorized agent which causes failure of the Products or associated components will void this Limited Warranty in its entirety. Any Products replaced or repaired under the terms of the Limited Warranty shall only be warranted for the remainder of the one (1) year period applicable to the Products replaced.

This Warranty shall not specifically apply to the following:

To normal maintenance services or adjustments.

To Products which shall have been replaced or altered outside of the Company's factory in any way so as to affect its stability, or which has been used in a manner other than that specified in the operation and handling instructions provided by the Company,

or involved in an accident, or to Products made by the Company which has been operated at a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.

To the chassis associated equipment furnished with chassis, signaling devices, generators, batteries, tires, pumps, and all purchased parts or other trade accessories.

ARTICLE 10: LIMITATION OF REMEDIES AND DAMAGES

THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AGAINST THE COMPANY SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTS IN THE PRODUCTS AS SET FORTH ABOVE. THE BUYER SHALL HAVE NO CLAIM AGAINST THE COMPANY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY BE SUSTAINED BY THE BUYER, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE PRODUCTS UNDER ANY THEORIES OF LAW OR EQUITY, OR THOSE DAMAGES ARISING FROM LOST PROFITS, LOST SALES, INJURY TO PERSON OR PRODUCTS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS, OR FOR DAMAGES BASED UPON NEGLIGENCE. The sole purpose of the exclusive remedy shall be to provide the Buyer with repair or replacement of defective Products. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as the Company is willing and able to repair or replace defective Products in the manner prescribed. The maximum liability of the Company under the Limited Warranty shall not in any case exceed the purchase price for the Products claimed to be defective. Any action for breach of warranty must be commenced within one (1) year after the cause of action arises.

ARTICLE 11: WARRANTY DISCLAIMER

THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF EXCEPT AS EXPRESSLY SET FORTH HEREIN. THE LIMITED WARRANTY GRANTED BY THE COMPANY TO THE BUYER HEREIN SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE. NO PROMISE OR AFFIRMATION OF FACT SHALL CONSTITUTE WARRANTY BY THE COMPANY OR GIVE RISE TO ANY LIABILITY OR OBLIGATION OF THE COMPANY.

11.1 Following thirty (30) days after the date of delivery, all warranty claims shall be submitted by the customer to the Company on the Warranty Claim form supplied by the Company at delivery.

Prior to the end of the one (1) year period from the date of delivery, the Customer shall submit any additional warranty claims to the Company on said Warranty Claim form, this ending the period for submission of warranty claims per the Limited Warranty.

Upon receipt of the respective Warranty Claim forms, the Company will act in a timely manner in accordance with the Limited Warranty to expedite said claims. If, however, the apparatus is deemed to be out of service during this one year period the Customer shall notify the Company in writing and appropriate action will be taken in accordance with the Limited Warranty.

ARTICLE 12: ASSIGNMENT

Buyer shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Company.

ARTICLE 13: TRADEMARKS

13.1 All Products sold to the Buyer by the Company may bear a trademark owned by the Company. Any trademark affixed to the Products by the Company shall remain the sole property of the Company. The Buyer hereby acknowledges the Company's exclusive right, title and interest in and to any such trademark of the Company; and the Buyer shall not at anytime do or cause to be done any act or thing in anyway contesting or in anyway impairing or tending to impair any part of such right, title and interest. The term "trademark" as used herein, includes any trademark or trademark rights of the Company, whether the trademark is registered pursuant to the laws of the federal government of the United States of America, or exists pursuant to the common law or the laws of any state or nation.

13.2 In the event of any infringement of the rights of the Company to any trademark coming to the notice of the Buyer, the Buyer shall promptly notify the Company, in writing, and the Buyer shall join with the Company, if required by the Company and at the expense of the Company, in taking such steps as the Company may deem advisable against the infringement or otherwise for the protection of the rights of the Company.

ARTICLE 14: GENERAL PROVISIONS

14.1 Titles to Articles herein are for informational purposes only.

14.2 The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns, subject to the provisions of Article 12.

14.3 This Agreement shall be construed, enforced and governed in all respects, in accordance with the laws and the statutes of the State of Illinois, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. Buyer consents to venue and personal jurisdiction in the United States District Court for the Central District of Illinois and the Ninth Judicial Circuit Court of the State of Illinois, Warren County, Illinois with regard to any cause of action relating to this Agreement.

14.4 If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this Agreement will remain in full force and effect.

14.5 This Agreement constitutes the entire understanding and agreement between the parties relating to the sale of the Products by the Company to the Buyer and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the sales of Products. This Agreement may be amended only by a written instrument signed by each party.

14.6 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand, and on the date of its mailing, if delivered by mail. All notices demands or other communications to any of the parties to this Agreement shall be addressed as follows:

To The Company:

Alexis Fire Equipment Company
PO Box 549
109 E. Broadway
Alexis, Illinois 61412

With a Copy to:

Keith J. Braskich
Davis and Campbell, L.L.C.
401 Main Street
Suite 1600
Peoria, Illinois 61602-1241

Buyer's Legal name and address:

Elmwood Charter Township

10090 E. Lincoln Road

Traverse City, MI 49684

Buyer's billing address:

Elmwood Charter Township

10090 E. Lincoln Road

Traverse City, MI 49684

14.7 Any waiver by a party hereto of a breach of any term or condition of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

14.8 The Company may provide a copy of this Agreement to other potential buyers for their review and use with respect to the purchase of similar Products from the Company.

IN WITNESS WHEREOF, the Buyer and the Company have caused this Agreement to be executed by their duly authorized representatives this 29th day of December 2021.

Josh Mausolf

ALEXIS SALESMAN

BUYERS REGISTERED NAME

AUTHORIZED SIGNATURE & TITLE

AUTHORIZED SIGNATURE & TITLE

AUTHORIZED SIGNATURE & TITLE

Keith Tampa

231-941-1647

CONTACT PERSON & PHONE NUMBER

38-1942930

TAX EXEMPT NUMBER

38-1942930

F.E.I.N. NUMBER

**ACCEPTED: ALEXIS FIRE EQUIPMENT CO.
109 EAST BROADWAY
ALEXIS, ILLINOIS 61412**

BY: _____

TITLE: _____

DATE: _____

NON-LITIGATION AND SIGNATURE IDENTIFICATION CERTIFICATE

STATE OF MICHIGAN
COUNTY OF LEELANAU

I hereby certify that I am the duly elected, qualified and acting supervisor of Elmwood Charter Township, Leelanau County, Michigan aforesaid ("Issuer"), as herein indicated; that I did officially sign the Installment Purchase Agreement to be effective February 1, 2021, delivered herewith ("Agreement"); that I was on the date hereof the officer having authority to execute and deliver the Agreement; that there is no litigation of any nature pending for the purpose of restraining or enjoining the execution of the Agreement or the levy and collection of taxes, assessments or contract payments sufficient to pay the interest and principal obligations thereof, nor directly affecting the proceedings or authority by which the Agreement is entered into the legality of the purpose for which the Agreement is entered into, or the validity of the Agreement, and that neither the corporate existence nor the boundaries of the Issuer nor the title of its present officers to their respective offices is being contested; that to the best of my knowledge there is no litigation pending indirectly or collaterally affecting any of the foregoing, and that none of the proceeding heretofore taken to authorize the execution of the Agreement and to provide security therefor has been repealed, revoked or rescinded.

Date: _____

SIGNATURE

TITLE

Jeffrey K. Shaw

Supervisor

STATE OF MICHIGAN
COUNTY OF LEELANAU

On this ___ day of January, 2021, before me appeared Jeffrey K. Shaw, the Supervisor of Elmwood Charter Township, to me personally known, and who, by me duly sworn, says he has executed the attached Certificate, and I acknowledged his signature as true and genuine.

Notary Public:
County of Leelanau
My commission expires:

ELMWOOD CHARTER TOWNSHIP
Resolution No. ____ of 2021

At a regular meeting of the Elmwood Charter Township Board held in the Elmwood Charter Township Hall, located at 10090 E. Lincoln Rd., Traverse City, Michigan on January 11, 2021 at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was made by _____ and seconded by _____, to-wit:

Recitals

- A. Act 99 of the Public Acts of 1933, as amended, being MCL 123.721, *et seq*, authorizes the township to purchase real or personal property for public purposes in installments over a period not to exceed fifteen (15) years and not to exceed the useful life of the property purchased.
- B. Act 99 of the Public Acts of 1933, as amended, provides that the outstanding balances of all purchases authorized under the act, exclusive of interest, shall not exceed 1.25% of the taxable value of the real and personal property in the township.
- C. The 2020 taxable value of all real and personal property in Elmwood Charter Township is \$349,276,098.
- D. The outstanding balances of all purchases authorized under the act, exclusive of interest, equals \$266,242, which does not exceed 1.25% of the taxable value of the real and personal property in the township.

Resolution

NOW, THEREFORE, BE IT RESOLVED that:

- 1. The Elmwood Charter Township Board hereby finds that the acquisition of the Pumper Tanker to be for a public purpose and in the best interest of the health, safety and welfare of the Township.
- 2. The Elmwood Charter Township Board approves the Installment Purchase Agreement with Alexis Fire Equipment Co., an Illinois corporation, to be effective February 1, 2021, which calls for the installment purchase of personal property as described in the Agreement over a period of not more than five (5) years.

3. The Township Board hereby authorizes the financed amount to be paid under this Agreement to be financed through The Huntington National Bank, with the bank approving the amount to be financed and the interest rate.
4. The Township shall include in its budget each year the amount necessary to make all installment payments of principal and interest thereon under the Agreement during such year, when and as the same shall become due.
5. The Township Board hereby declares that the useful life of the personal property as described in the Agreement will exceed the period of installment payments required in the Agreement.
6. The Township shall, at all times while any payments under the Agreement are outstanding, have control of the Pumper Tanker and shall maintain the same for public purposes.
7. The Township hereby designates the Installment Payments in the principal amount of \$266,242 as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code") and hereby pledges its limited tax full faith and credit to secure payment of those obligations.
8. The Township hereby covenants and agrees for the benefit of The Huntington National Bank, and any assignee thereof, that it will comply with all applicable requirements of the Code, and except as required by law, will take no action or omit to take any action which, by commission or omission, would cause the payments under the Installment Purchase Agreement not to be excluded from the adjusted gross income of the Bank for federal income tax purposes or to be "arbitrage bonds" as defined in Sections 103(b)(2) and 148 of the Code and any successor provision, act or statute and the regulations from time to time promulgated or proposed thereunder.
9. The authority granted herein shall not be construed to require the Township to levy taxes in excess of any charter, constitutional or statutory limitations.
10. The Township Board hereby authorizes the township supervisor to execute the Installment Purchase Agreement, the Assignment of Interest, the Act 99 Certificate, the Non-litigation and Signature Certificate, and the IRS Form 8038-G on behalf of Elmwood Charter Township.

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

YES: _____

NO: _____

RESOLUTION DECLARED ADOPTED.

ELMWOOD CHARTER TOWNSHIP

By: _____
Jeffrey K. Shaw, Supervisor

I, the undersigned, the Clerk of the Charter Township of Elmwood, Leelanau County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Elmwood Charter Township Board at its regular meeting held on January 11, 2021, relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: January 11, 2021

Connie M. Preston, Clerk

CHARTER TOWNSHIP OF ELMWOOD
RESOLUTION #5 OF 2021
BUDGET AMENDMENT RESOLUTION

At a regular meeting of the Board of the Charter Township of Elmwood, held remotely, on the 11th day of January, 2021 there were

PRESENT:

ABSENT:

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

WHEREAS, a budget was adopted on December 14, 2020 to govern the receipts and expenditures of various Township funds for the next fiscal year of the township, and

WHEREAS, as a result of unanticipated cost, it is necessary to modify the aforesaid budget and,

NOW THEREFORE BE IT RESOLVED, that the aforesaid budget be modified as follows:

Increase the following line items:

101-336-999.1 Operations transfer out increased by \$119,000 to \$259,000.00 to cover the down payment on the purchase of a pumper tanker. The funds will come from the fundbalance of the general fund

Increase 206-000.000-978 Equipment Replacement by \$238,000 to \$250,500.00

Funds to come from the fund balance of the fire fund and the operating transfer from the general fund.

Upon a roll call vote, the following voted:

YES:

NO:

RESOLUTION DECLARED ADOPTED

I, the undersigned, the Clerk of the Charter Township of Elmwood, Leelanau County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said municipality at its regular meeting held on January 11, 2021 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: January 11, 2021

Connie Preston, Clerk

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

PRELIMINARY

Date: 01/05/2021

Time: 4:20 pm

Page: 1

ELMWOOD TOWNSHIP

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
THE ACCUMED GROUP	A026	BILLING SERVICES	0	00/00/0000	548.29
				Vendor Total:	548.29
ACE HARDWARE	A020	CUST#23468	0	00/00/0000	175.55
				Vendor Total:	175.55
AIRGAS USA, LLC	A004	PAYER 1429245	0	00/00/0000	157.58
				Vendor Total:	157.58
ALFIE EMBROIDERY	A090	UNIFORM	0	00/00/0000	63.00
				Vendor Total:	63.00
BOUNDTREE MEDICAL	B116	ACCT#213121	0	00/00/0000	179.77
				Vendor Total:	179.77
D&W MECHANICAL	D019	CUST ELMW REPAIR	0	00/00/0000	124.00
				Vendor Total:	124.00
ELEVATE NET	E013	PHONE	0	00/00/0000	149.97
				Vendor Total:	149.97
FIRE EQUIPMENT ASSOCIATES	F037	HOSE	0	00/00/0000	1,664.00
				Vendor Total:	1,664.00
FIRESERVICE MANAGEMENT	F025	REPAIR	0	00/00/0000	262.10
				Vendor Total:	262.10
FOX GRAND TRAVERSE	F054	REPAIR	0	00/00/0000	225.80
				Vendor Total:	225.80
GRAND TRAVERSE COUNTY	G200	ELMWOOD GREILICKVILLE WATER	0	00/00/0000	27,751.56
				Vendor Total:	27,751.56
GRAND TRAVERSE DIESEL SERVI	G201	CUST#474	0	00/00/0000	2,547.24
				Vendor Total:	2,547.24
LEELANAU ENTERPRISE & TRIBUN	L020	CUST#3599	0	00/00/0000	483.15
				Vendor Total:	483.15
LEELANAU LANDWORKS, LLC	L067	PLOWING	0	00/00/0000	150.00
				Vendor Total:	150.00
MOBILE MEDICAL RESPONSE	M191	ALS INTERCEPT	0	00/00/0000	250.00
				Vendor Total:	250.00
NORTH FLIGHT, INC.	G030	ALS INTERCEPT	0	00/00/0000	250.00
				Vendor Total:	250.00
PREMIER SAFETY	A115		0	00/00/0000	1,517.65
				Vendor Total:	1,517.65
STATPACKS, INC	S068	EMS	0	00/00/0000	380.35
				Vendor Total:	380.35
THIRLBY AUTOMOTIVE	T020	CUST#6700	0	00/00/0000	42.28
				Vendor Total:	42.28
TREDROC TIRE SERVICES, LLC	T058	TIRES	0	00/00/0000	3,484.71
				Vendor Total:	3,484.71
VERIZON WIRELESS	V014	ACCT#682962913-00001	0	00/00/0000	65.52
				Vendor Total:	65.52
VISIBLE DIFFERENCE BLDG. MAIN	V002		0	00/00/0000	270.00
				Vendor Total:	270.00
WADE TRIM	W107	SAW GRANT	0	00/00/0000	5,353.40
				Vendor Total:	5,353.40

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

PRELIMINARY

Date: 01/05/2021

Time: 4:20 pm

Page: 2

ELMWOOD TOWNSHIP

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
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				Grand Total:	46,095.92
				Less Credit Memos:	0.00
				Net Total:	46,095.92
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	46,095.92

Total Invoices: 30