

REGULAR MEETING  
PROPOSED AGENDA  
FEBRUARY 8, 2021

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Conflict of Interest
5. Public Comment
6. Consent Calendar

The purpose of the Consent Calendar is to expedite business by grouping non-controversial items together to be dealt with in one Board motion without discussion. Any member of the public, board, or staff may ask that any item of the consent calendar be removed and placed elsewhere on the agenda for full discussion.

Department Reports:

Treasurer  
Planning/Zoning  
Fire

Committee Reports:

Minutes:

1-11-21  
1-20-21

Post Audit Invoices 1-15-21 through 2-5-21

7. Agenda Approval
8. Reports/Presentations
  - a. Supervisor Remarks
  - b. Trustee Remarks
  - c. Engineer's Report
  - d. Other Officer Remarks
  - e. Communications from the Clerk
9. Old Business
10. New Business
  - a. Brewery Creek Roads/Update
  - b. Schedule Special Meeting for STR Ordinance
  - c. Assistance with COVID Vaccination Clinics Agreement
11. Payment of Invoices
12. Extended Public Comment
13. Adjournment

Treasurer's Report reflects bank account balances

**Treasurer's Report**

**JANUARY 2021**

#101 General Fund	General Fund Huntington	\$ 852,202.09
#203 Metro Authority	Huntington Bank	\$ 42,958.14
#206 Fire Fund	Huntington Bank	\$ 803,190.79
#207 Police	Huntington Bank	\$ 768.70
#212 Liquor Control Fund	Huntington Bank	\$ 3,434.20
#590 Sewer CD Mat May 2018	Sewer Huntington	\$ 573,310.65
#591 Timberlee H20	Huntington Bank	\$ 379,304.43
#592 Greilickville H20	Huntington Bank	\$ 117,265.12
#594 Marina	Marrina Huntington	\$ 324,549.88
#701 Trust & Agency	Huntington Bank	\$ 1,296.49
#703 Current Tax	Huntington Bank	\$ 152,521.33
#815 E. Timberwoods	Huntington Bank	\$ 28,200.79
#816 GSAD Receivable	Huntington Bank	\$ 65,380.29
#817 SBlue & Old Orch	Huntington Bank	\$ 3,206.34
#818 Old Orchard	Huntington Bank	\$ 4,279.03
#820 Maintenance E.R. Rds	Huntington Bank	\$ 3,885.55
#821 Maintenance S.B. Rds	Huntington Bank	\$ 7,878.34
#861 Bayview Estates Lights	Huntington Bank	\$ 2,268.48
	<b>TOTAL</b>	<b>\$ 3,365,900.64</b>

INVESTMENT ACCOUNTS CD's	PURCHASED AMOUNT	PRIOR MONTH VALUE	CURRENT VALUE	EST MONTHLY INT	PAID INTEREST
#101 Goldman Sachs	\$200,000.00		\$ 203,012.00	\$ 3,012.00	
#101 Beal Bank	\$190,000.00		\$ 190,032.30	\$ 32.30	
#101 FIDELITY GOV MMKT DAILY		\$ 10,688.64	\$ 10,688.80	\$ 0.16	\$ 0.16
#206 Federal Farm	\$235,000.00		\$ 234,913.05		
#206 MMKT		\$ 5,032.20	\$ 5,349.53	\$ 317.33	\$ 317.33
#590 Ally Bank	\$250,000.00		\$ 258,597.50	\$ 8,597.50	
#590 Morgan Stanley	\$150,000.00		\$ 154,879.50	\$ 4,879.50	
#590 JP Morgan Chase-redeemed	\$250,000.00		\$ 250,384.49	\$ 384.49	
#590 DREYFUS GOVT	\$121,355.93	\$ 121,360.20	\$ 121,365.68	\$ 5.48	\$ 5.48
BOND INTEREST		\$ 6,087.12	\$ 5,702.63	-\$ 384.49	
#594 Dreyfus MMKT	\$ 150,000.00	\$ 154,177.15	\$ 407,138.79	\$ 7,138.79	\$ 7,138.79
#594 Morgan Stanley-redeemed	\$ 250,000.00				
BOND INTEREST			\$ 5.91	\$ 5.91	
	<b>TOTAL</b>	<b>\$ 1,796,355.93</b>	<b>\$ 1,842,070.18</b>	<b>\$ 23,988.97</b>	<b>\$ 7,461.76</b>
	<b>GRAND TOTAL</b>	<b>\$ 5,207,970.82</b>			

Connie M. Preston, Clerk

  
Chris Mikowski, Treasurer

To: Elmwood Township Board

From: Sara Kopriva AICP, Planner/Zoning Administrator

RE: January 2021 Planning and Zoning Report

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**Land Use Permits:**

	January 2021	January 2020	Year to Date 2021	Year to Date 2020
Single Family Dwelling	2	1	2	1
Attached SFD	0	0	0	0
Accessory Building	1	0	1	0
AG Building	0	0	0	0
Residential Addition	0	1	0	1
Deck	1	0	1	0
Sign	0	0	0	0
Commercial	0	0	0	0
Misc.	0	0	0	0
<b>Total Permit</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>2</b>
Fees Collected	\$222.00	\$173.56	\$222.00	\$173.56

**Zoning Board of Appeals:**

**Past Meeting**

- January 6, 2021- Organizational Meeting, TC Whiskey Height Variance

**Future Meeting**

- No Meeting Scheduled

**Planning Commission:**

**Past Meeting**

- January 19, 2021- Public Hearing Capital Improvement Plan, Rural Resort Amendment, Crain Hill Vineyard/Distillery.
- February 2, 2021- Workshop Meeting- Zoning Ordinance Amendment

**Future Meeting**

- February 16, 2021- Public Hearing Capital Improvement Plan, Rural Resort Amendment, Public Hearing Crain Hill Vineyard/Distillery

**CHARTER TOWNSHIP OF ELMWOOD  
REGULAR BOARD MEETING  
JANUARY 11, 2021  
HELD BY REMOTE ELECTRONIC ACCESS**

**Call to Order:**

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

**Pledge of Allegiance:**

Trustee Lautner 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, Michigan.

**Excused:** None

**Public Hearing on Plant Rehabilitation District**

Supervisor Shaw opened the public hearing at 6:03 p.m. Opportunity to comment was given to all. Supervisor Shaw closed the public hearing at 6:06 p.m.

**Declaration of Conflict of Interest:**

None

**Public Comment**

Rod Jones  
Sue Jones  
Todd Space  
Del Moore

**Consent Calendar:**

**Department Reports:**

Treasurer  
Planning/Zoning

**Committee Reports:**

Parks & Rec 12-17-20  
Public Safety 12-17-20

**Minutes:**

12-14-20  
12-22-20

**Post Audit Invoices 12-15-20 through 1-4-21**

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

**Agenda Approval**

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

**Supervisor Remarks**

Supervisor Shaw thanked the Fire Department for their work all year.

**Trustee Remarks**

Trustee O'Rourke thanked the Fire Department for the job they did at the corner of Lincoln and Cherry Bend Roads.

**Engineer's Report**

None

**Other Officer Remarks**

Fire Chief Keith Tampa reported on department stats for December. Harbormaster Pete Moon reported on the upcoming season plans.

## **Communications from the Clerk**

None

### **OLD BUSINESS**

#### **Consideration of Net Density Zoning Ordinance Amendment**

MOTION BY CLERK PRESTON, SECONDED BY TREASURER MIKOWSKI TO ADOPT ORDINANCE 2020-1, THE NET DENSITY AMENDMENT. The motion passed 7-0 by a roll call vote.

### **NEW BUSINESS**

#### **Resolution Creating a Plant Rehabilitation District**

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE DARGA, TO APPROVE RESOLUTION 1 OF 2021, A RESOLUTION ESTABLISHING A PLANT REHABILITATION DISTRICT. The motion passed 7-0 by a roll call vote

#### **FOIA Updates**

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE ALLEN, TO APPROVE RESOLUTION 2 OF 2021, A RESOLUTION ESTABLISHING POLICY FOR FREEDOM OF INFORMATION ACT REQUESTS. The motion passed 7-0 by a roll call vote

#### **John Hancock Plan Amendment**

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA, TO APPROVE RESOLUTION 3 OF 2021, A RESOLUTION AMENDING THE GROUP PENSION PLAN. The motion passed 7-0 by a roll call vote.

#### **Personnel Manual Amendment/MLK Day as Paid Federal Holiday**

MOTION BY TRUSTEE ALLEN, SECONDED BY TREASURER MIKOWSKI TO AMEND THE PERSONNEL POLICY TO INCLUDE MARTIN LUTHE KING JR DAY AS A PAID FEDERAL HOLIDAY. The motion passed 7-0 by a roll call vote.

#### **Review/Approve Marina Phase III Plan**

MOTION BY TRUSTEE ALLEN, SECONDED BY TRUSTEE DARGA, TO APPROVE THE MARINA PHASE III PLAN. The motion passed 7-0 by a roll call vote

#### **Fire Truck Contract**

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE DARGA, TO APPROVE RESOLUTION 4 OF 2021, A RESOLUTION TO APPROVE THE PURCHASE OF A FIRE TRUCK USING AN INSTALLMENT PURCHASE AGREEMENT WITH ALEXIS FIRE EQUIPMENT CO., TO BE FINANCED BY HUNTINGTON NATIONAL BANK. The motion passed 7-0 by a roll call vote.

#### **Budget Amendment Resolution**

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE O'ROURKE TO APPROVE RESOLUTION 5 OF 2021, A RESOLUTION AMENDING THE 2021 BUDGET TO ALLOW THE DOWNPAYMENT ON THE FIRE TRUCK PURCHASE. The motion passed 7-0 by a roll call vote.

#### **PAYMENT OF INVOICES**

MOTION BY TRUSTEE DARGA, SECONDED BY CLERK PRESTON TO PAY THE INVOICES IN THE AMOUNT OF \$79,709.07. The motion passed 7-0 by a roll call vote.

#### **PUBLIC COMMENT**

Todd Space

#### **Adjournment**

Motion by Trustee O'Rourke, seconded by Trustee Allen to adjourn the meeting at 7:09 p.m.

DRAFT

**CHARTER TOWNSHIP OF ELMWOOD  
SPECIAL BOARD MEETING  
JANUARY 20, 2021  
ELECTRONIC REMOTE ACCESS**

**Call to Order:**

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

**Pledge of Allegiance:**

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

**Roll Call:**

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

**Excused:** None

**Declaration of Conflict of Interest**

Supervisor Shaw stated that he would look for a motion to recuse him based on his owning a bed and breakfast which is allowed. As he has done from the beginning of this discussion, and especially since we have a new trustee, he explained his position. He has an owner occupied short term rental in Elmwood Township in his home which he bought in 1998 and which he lives in. He also owns a vacation home in the Upper Peninsula and a time share in Mexico, both of which he rents out. He would be more than happy to sit this one out as he has said since the beginning. Regardless of what the board decides it will not affect him more than any other board member. He would look for a motion. Is there any board member to make that motion? Seeing none, he moved to brief public comment.

**Public Comment:**

Kelsey Testa  
Sue Jones  
Tammy Space  
Rod Jones  
Matthew Vermetten  
Paul Walter  
Joe Sanok  
Del Moore  
Jenna Belyea  
AnneMarie Wigton  
Colleen Mulligan  
Megan Luce  
Christina Sanok  
Jack Kelly  
Meryl Marsh  
Anna Heiges

Mark Hoffman  
Kelly Ignace  
Mark Breederland  
Chris Creamer  
Levi Meeuwenberg  
David Colby  
Mike McGill  
Karyl Moore  
Todd Space  
Joe Testa

### **Agenda Approval**

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

### **New Business**

#### **STR Ordinance Discussion**

Planner Sara Kopriva gave the background and explained the STR Ordinance as created by the Planning Commission.

Supervisor Shaw called a five minute recess at 7:37 p.m.

Supervisor Shaw called the meeting back to order at 7:42 p.m.

Board members discussed their thoughts on the ordinances as presented by the Planning Commission. After some discussion, there was no motion made. Supervisor Shaw stated that it was 8:30 p.m. and we would need a motion to continue the meeting. There was no motion made to continue.

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE ALLEN TO RECESS THE MEETING UNTIL WEDNESDAY JANUARY 27<sup>TH</sup> AT 6:00 P.M. The motion passed 7-0 by a roll call vote. The meeting was recessed at 8:31 p.m. and will continue on from the same point in the agenda.

### **Supervisor Shaw reconvened the meeting at 6:00 p.m. on January 27, 2021**

PRESENT: Jim O'Rourke, Terry Lautner, Dave Darga, Deborah Allen, Connie Preston, Chris Mikowski, and Jeff Shaw, all participating from Elmwood Township, Leelanau County, Michigan

ABSENT: None

#### **STR Ordinance Discussion**

The Board continued the discussion of the STR Ordinance.

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE O'ROURKE TO ADD SINGLE FAMILY IN FRONT OF DWELLING IN THE STR DEFINITION AND TO TASK THE PLANNER



WITH BRINGING BACK LANGUAGE TO MAKE THOSE PREVIOUSLY OPERATING A LEGAL NONCOMFORMING USE, REMOVE P+ FROM THE TABLE UNDER SECTION 5.4 AND TO CAP THE LICENSES AVAILABLE AT THE NUMBER OF THOSE PREVIOUSLY OPERATING. The motion passed 6-1 by a roll call vote with Trustee Darga voting no.

Supervisor Shaw call for a recess at 7:48 p.m.  
Supervisor Shaw reconvened the meeting at 7:55 p.m.

**STR Licensing Ordinance**

The Board reviewed the STR licensing ordinance and requested several changes. Under definitions, clarify caretaker definition, under licensing limitations, remove the 40 since we are capping at the current number, and cap the maximum capacity of a rental at 10.

**Public Comment**

Joe Testa  
Todd Space  
Mark Breederland  
Colleen Mulligan  
Anna Heiges  
AnneMarie Wigton  
Matthew Esper  
Gene Meeuwenberg  
Sue Jones

**Adjournment**

MOTION BY TRUSTEE ALLEN, SECONDED BY TRUSTEE O'ROURKE, TO ADJOURN THE MEETING AT 8:17 P.M. The motion passed 7-0 by a roll call vote.

Check Register Report

Date: 01/29/2021  
 Time: 3:23 pm  
 Page: 1

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>								
35134	01/26/2021	Printed			M008	AMERICAN WASTE	ACCT#4091150	62.10
35135	01/26/2021	Printed			B111	BLUECROSS BLUESHIELD OF MI	GROUP 007015150710	551.77
35136	01/26/2021	Printed			C029	CHARTER COMMUNICATIONS	ACCT#8245 12 895 0008281	519.26
35137	01/26/2021	Printed			C010	CHERRYLAND ELECTRIC COOP	ACCT#9902700	111.27
35138	01/26/2021	Printed			C040	CONSUMERS ENERGY	ACCT#1000 5299 8042	2,475.32
35139	01/26/2021	Printed			M020	DTE ENERGY	ACCT#9100 215 3113 2	1,194.59
35140	01/26/2021	Printed			G425	GUARDIAN	GROUP ID 00 357534	453.42
35141	01/26/2021	Printed			P043	PRIORITY HEALTH	GROUP ID 790105 S001	5,272.25
35142	01/26/2021	Printed			S111	STATE OF MICHIGAN - UI	0802114 000	1,482.24
35143	01/26/2021	Printed			V023	VSP	CLIENT ID 30031936	373.51

**Total Checks: 10** **Checks Total (excluding void checks): 12,495.73**

**Total Payments: 10** **Bank Total (excluding void checks): 12,495.73**

**Total Payments: 10** **Grand Total (excluding void checks): 12,495.73**

# Check Register Report

Emp. Code Desc.: 01  
ELMWOOD TWP

Date: 1/29/2021  
Time: 15:23:51

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
35127	01/15/2021		P	00003	Deborah Allen	January 15,2021	\$315.09
35128	01/15/2021		P	00056	Terry Lautner	January 15,2021	\$248.58
35129	01/15/2021		P	00001	Jeffrey Aprill	January 15,2021	\$74.89
35130	01/15/2021		P	00077	Frederick Bechtold Jr.	January 15,2021	\$101.58
35131	01/15/2021		P	00055	Carrie Schaub	January 15,2021	\$661.85
35132	01/15/2021		P	SDU	MiSDU	Remittance Check	\$147.82
35133	01/15/2021		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$1,075.52
35144	01/28/2021		P	AFLAC	AFLAC	Remittance Check	\$666.60
35145	01/28/2021		P	PFIA	PFIA	Remittance Check	\$41.84
35146	01/28/2021		P	SDU	MiSDU	Remittance Check	\$147.82
35147	01/28/2021		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$478.82
35148	02/01/2021		P	VOY	Voya Institutional Trust Co.	Remittance Check	\$558.00
82253	01/15/2021		P	209	David Darga	January 15,2021	\$237.14
82254	01/15/2021		P	00089	James O'Rourke	January 15,2021	\$237.14
82255	01/15/2021		P	00130	Jeffrey Shaw	January 15,2021	\$1,813.72
82256	01/15/2021		P	00072	Keith Tampa	January 15,2021	\$1,702.30
82257	01/15/2021		P	00098	Barbara Jones	January 15,2021	\$1,512.33
82258	01/15/2021		P	00095	Connie Preston	January 15,2021	\$1,750.47
82259	01/15/2021		P	00155	Chris Mikowski	January 15,2021	\$1,479.96
82260	01/15/2021		P	00187	Jonah Kuzma	January 15,2021	\$78.50
82261	01/15/2021		P	00198	Kendra Luta	January 15,2021	\$74.89
82262	01/15/2021		P	00208	Nathan McDonald	January 15,2021	\$78.50
82263	01/15/2021		P	00094	Whitney Roberts	January 15,2021	\$78.50
82264	01/15/2021		P	00071	Sara Kopriva	January 15,2021	\$1,790.81
82265	01/15/2021		P	00116	Peter Moon	January 15,2021	\$1,326.74
82266	01/15/2021		P	IRSEF	IRSEFT	Remittance Check	\$9,659.00
82267	01/28/2021		P	00083	Carrie Schaub	January 28, 2021	\$994.74
82268	01/28/2021		P	00035	Benjamin Bakker	January 28, 2021	\$1,829.88
82269	01/28/2021		P	00180	Benjamin Bakker	January 28, 2021	\$200.33
82270	01/28/2021		P	00157	Jay Davis	January 28, 2021	\$1,327.57
82271	01/28/2021		P	00195	Jay Davis	January 28, 2021	\$169.53
82272	01/28/2021		P	00143	Erin Goodrich	January 28, 2021	\$1,309.37
82273	01/28/2021		P	00111	Matthew Johnson	January 28, 2021	\$1,513.58
82274	01/28/2021		P	00140	Matthew Johnson	January 28, 2021	\$186.28
82275	01/28/2021		P	00189	Jacob Kuiper	January 28, 2021	\$1,663.02
82276	01/28/2021		P	00210	Shirl Martin	January 28, 2021	\$215.44
82277	01/28/2021		P	00160	Daniel Mosholder	January 28, 2021	\$67.84
82278	01/28/2021		P	00186	Jason Newfer	January 28, 2021	\$1,192.08
82279	01/28/2021		P	00212	Robert Sokolnicki	January 28, 2021	\$2,038.68
82280	01/28/2021		P	00109	Landon VanderRoest	January 28, 2021	\$1,651.52
82281	01/28/2021		P	00114	Landon VanderRoest	January 28, 2021	\$127.29
82282	01/28/2021		P	00126	Abbigail VanRaalte	January 28, 2021	\$339.57
82283	01/28/2021		P	00102	Alex Werly	January 28, 2021	\$1,331.42
82284	01/28/2021		P	00178	Alex Werly	January 28, 2021	\$192.84
82285	01/28/2021		P	00167	Anna Hunt	January 28, 2021	\$96.16
82286	02/01/2021		P	00130	Jeffrey Shaw	February 1, 2021	\$1,813.72
82287	02/01/2021		P	00072	Keith Tampa	February 1, 2021	\$1,702.30
82288	02/01/2021		P	00098	Barbara Jones	February 1, 2021	\$1,512.33
82289	02/01/2021		P	193	Karyl Moore	February 1, 2021	\$0.00
82290	02/01/2021		P	00095	Connie Preston	February 1, 2021	\$1,750.47
82291	02/01/2021		P	00155	Chris Mikowski	February 1, 2021	\$1,423.77
82292	02/01/2021		P	00071	Sara Kopriva	February 1, 2021	\$1,776.06
82293	02/01/2021		P	00116	Peter Moon	February 1, 2021	\$1,326.74
82294	01/28/2021		P	IRSEF	IRSEFT	Remittance Check	\$5,388.63
82295	01/28/2021		P	MICH	State of Michigan Tax	Remittance Check	\$2,919.42
82296	02/01/2021		P	IRSEF	IRSEFT	Remittance Check	\$4,067.10

# Check Register Report

Emp. Code Desc.: 01  
ELMWOOD TWP

Date: 1/29/2021  
Time: 15:23:51

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
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Total Checks: 56

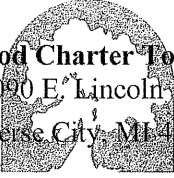
Sub-Total:	\$66,466.09
Total Void/Stop Payment:	\$0.00
Grand Total:	\$66,466.09

## Supervisor's Comments

2/8/21

1. Work continues on the Short Term Rental Ordinance here in Elmwood Township. Thank you to our Planning Commission, Elmwood Township Board, and especially all those citizens who have participated in the process these past two years. It has been a difficult issue, and hopefully we are getting close to the end of the process.
2. There has been an amazing amount of interest in an ice skating rink here in Elmwood Township. Our Parks and Recreation Committee is continuing to research information to bring to the Board in the next few months.
3. The next Board of Review will be in March and will be online. Hopefully, by the July Board of Review date, we will be able to have all our meetings in person again.
4. The beavers that were building dams on Cedar Creek and causing high water levels in Cedar Lake appear to have moved to a different location. Water levels are back to normal.
5. Speaking of water levels, the water is down significantly at our marina and in the Great Lakes as a whole. Hopefully, with the lower levels, the flooding issues we have all been struggling with will improve.
6. Our Fire Chief and staff have been working on the final details of the new fire truck. We hope to see it here in Elmwood by the end of July.

Planning/ Zoning Department  
[planner@elmwoodtownship.net](mailto:planner@elmwoodtownship.net)

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

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

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To: Elmwood Township Board

From: Sara Kopriva AICP, Planner/Zoning Administrator

Date: February 1, 2021

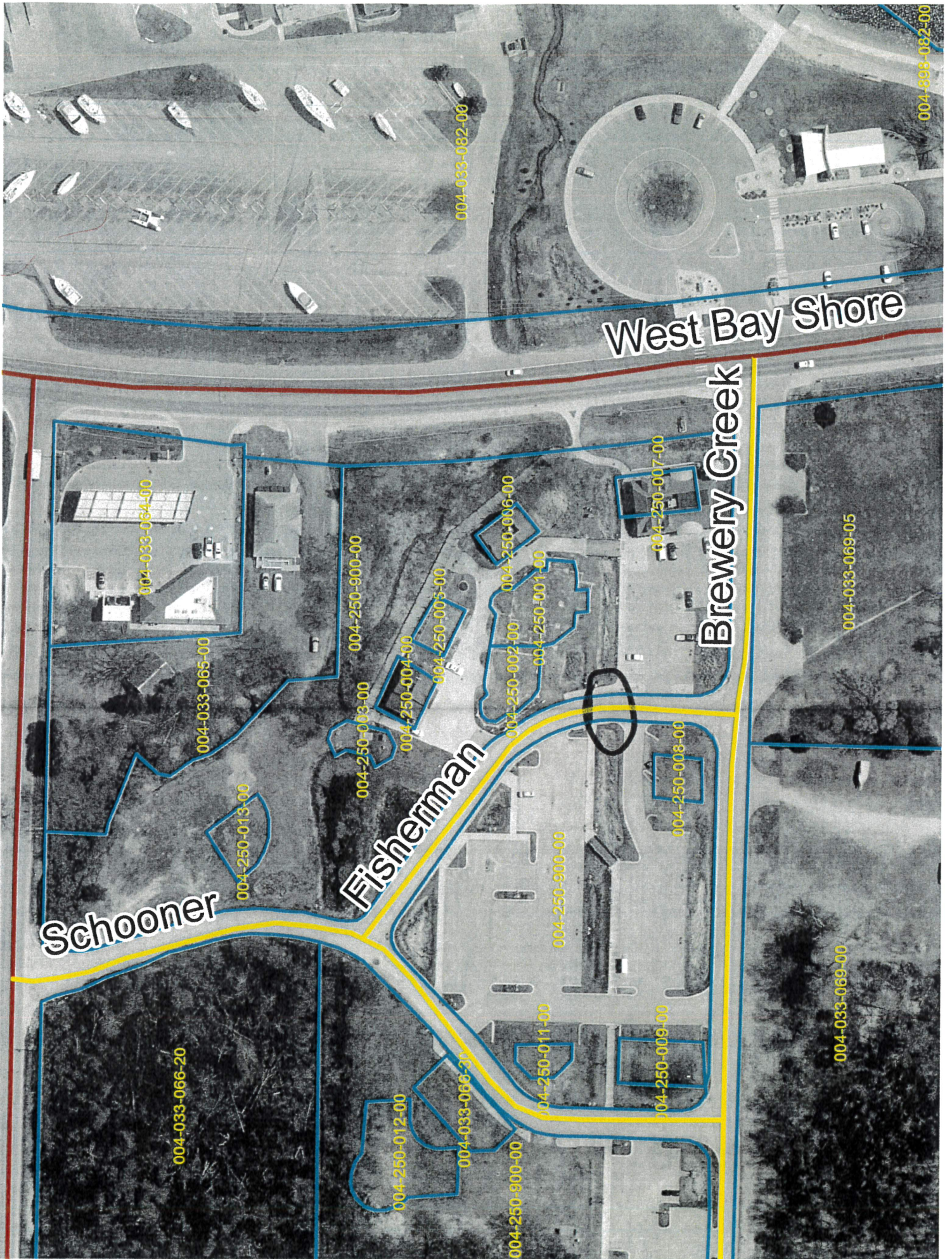
RE: Brewery Creek Paving

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During the most recent discussions with the Co-Owners of Brewery Creek Condo, the current condition of the roads was brought up. I have included a picture and map of an area that is heavily damaged. Kevin from Korner Gem asked that this area be repaired prior to the split of the property and creation of a new private road association. He feels that this damage was caused by trucks that the Township received compensation for (DTE project on M 22) and therefore should be the responsibility of the Township to bring back to a "clean slate" before everyone is responsible for maintaining the roads.

I am included an estimate from Elmer's for the work to replace this portion of the road. How would the Township like to proceed?





West Bay Shore

Brewery Creek

Schooner

Fisherman

004-033-082-00

004-898-082-00

004-033-064-00

004-033-065-00

004-250-013-00

004-033-066-20

004-250-012-00

004-033-066-30

004-250-900-00

004-250-900-00

004-250-004-00

004-250-005-00

004-250-003-00

004-250-002-00

004-250-001-00

004-250-006-00

004-250-007-00

004-250-008-00

004-250-900-00

004-250-011-00

004-250-009-00

004-033-069-05

004-033-069-00









**PROPOSAL**

P.O. Box 6150 Traverse City, MI 49696-6150  
1.800.3ELMERS • 231.943.3443 • 231.943.8975 Fax  
www.TeamElmers.com

Proposal submitted to:

**WADE TRIM**  
**ATTN: BRIAN SOUSA**  
**10850 E TRAVERSE HWY, STE 2260**  
**TRAVERSE CITY, MI 49684**

**1/25/2021**  
**231-87-0144**  
**bsousa@wadetrim.com**  
**Proposal # 2021-5031**

We hereby submit specifications and estimates for:

**Provide all Labor, Equipment, and Materials to perform the following work at:  
Brewery Creek Patch (55' x 26")**

- 1 Mobilize equipment
- 2 Saw cut & remove asphalt
- 3 Remove gravel and subbase exporting all removed materials
- 4 Subgrade & prep for gravel
- 5 Install woven geo fabric prior to placing gravel
- 6 Import, place & grade 6" of 22A gravel
- 7 Fine grade, compact, and prep gravel for asphalt
- 8 Pave a 1.5" course of asphalt

**Total \$11,369.00**

The foregoing proposal is explicitly conditioned upon the fact that Team Elmer's and its employees, officers, directors affiliates, subsidiaries, or successors, is NOT subject to and DOES NOT assume any obligations relating to wages, hours, benefits or any other terms and conditions of any labor agreement the recipient of this proposal or any other contractor or entity associated with the quoted work may be party. RATHER, ANY SUCH OBLIGATIONS ARE SPECIFICALLY DISCLAIMED.

**I can be reached directly at 231-218-6018 or sf206@teamelmers.com**

**Thank you for the opportunity to bid this project**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. The General Conditions attached hereto or appearing on the back side of this Proposal are hereby incorporated by reference.

TEAM Elmer's Authorized Signature

Name: **Steve Folkersma**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Method of Payment**

- Check/cash upon invoicing
- Charge by VISA/MC upon completion of work

Account # \_\_\_\_\_ Exp Date \_\_\_\_\_

Tax ID # \_\_\_\_\_

Elmer's reserves the right to request a credit report with this proposal.

Authorized Signature \_\_\_\_\_

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ (Sign and return copy upon acceptance)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

A finance charge of 1.5% per month, which is an annual percentage rate of 18% per year, or a minimum charge of \$.50 per month, shall be applied to all accounts over 30 days past due.

**When reviewing estimates and selecting a contractor:**

- Always get multiple bids for a project. The lowest bid is not necessarily the best choice. Try to get an understanding of why one bid is significantly lower or higher than others; the reasons might change your decision.
- Get recent references from the contractors you are considering.
- Make sure the contractor has the appropriate business and builder licenses, as well as insurance.
- All project specifications and payment terms should be written in the contract.
- The best contractors provide a written warranty or guarantee.

**Fully Bonded & Insured • Daily quality control checks for all products**

Elmwood Township Fire and Rescue Department

## MEMORANUM

To: Elmwood Township Board  
From: K. Tampa, Fire Chief  
Date: February 2, 2021  
Re: **ASSISTANCE WITH COVID VACCINATION CLINICS**

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I am seeking support and authorization to allow EFD EMS personnel to assist the Benzie Leelanau Health Department (BLHD) with conducting COVID vaccination clinics throughout the area.

BLHD is well underway in conducting COVID vaccination clinics and is seeking assistance from local EMS agencies with monitoring and treating vaccine recipients. While BLHD has staff to deal with any adverse or allergic reactions, they would like to have trained and dedicated EMS personnel, familiar with initial field treatment and response, available on site. The goal is to assist BLHD staff, prevent them from being spread too thin, and to support the care of vaccine recipients.

I am in favor of this and believe it is a good opportunity for EFD staff to be a part of something bigger, to use their skills in a different arena, and to give them a unique perspective on community care.

Logistically, EFD staff would be allowed to assist outside of their regularly scheduled work time. I would also consider allowing clinic assistance from on duty EFD staff if certain criteria could be met:

- EFD has full station staffing (4 FF/EMS personnel)
- EFD clinic staff are allowed to leave in the event of an emergency call.

EFD personnel working with the BLHD clinics would be required to function at their level of State EMS licensure and under current Northwest Regional Medical Control Authority (NRMCA) EMS protocols.

It is likely that any staff participation would result in overtime, though BLHD expects to be financially responsible for any assistance. A draft agreement has been prepared to cover certain logistical and financial aspects of assistance and is attached to this memo.

All time spent working in the clinics for BLHD would be documented and tracked on the employee's department time sheet. Reimbursement would be in accordance with any final and signed agreement between the Township and BLHD.

Please contact me with any questions. Thank you.

**AGREEMENT  
BETWEEN  
BENZIE-LEELANAU DISTRICT HEALTH DEPARTMENT  
AND  
INSERT NAME OF ASSISTING ENTITY(EMS)**

This COVID-19 Vaccination Distribution Assistance Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ by and between Benzie-Leelanau District Health Department (referred herein as the “BLDHD” ) and \_\_\_\_\_, (referred herein as the “Assisting Entity”) for the purpose of providing assistance to the Benzie-Leelanau District Health Department in the distribution of the COVID 19 vaccine.

**RECITALS**

- WHEREAS COVID 19 is a respiratory disease caused by the spread of SARS-CoV-2, a novel coronavirus;
- WHEREAS the spread of this coronavirus has created a pandemic which has caused significant infections and illness from COVID 19 in the State of Michigan and northern Michigan; and
- WHEREAS various pharmaceutical companies have developed vaccines which, pending Federal Drug Administration approval, should prevent or minimize COVID 19 once distributed to the population, and thereby end the pandemic; and
- WHEREAS the actions covered by this COVID-19 Vaccination Distribution Assistance Agreement fall under the requirements and protections of the national Public Readiness and Emergency Preparedness Act (PREP Act); and
- WHEREAS BLDHD is responsible for the distribution of the vaccines to certain groups of individuals in the Benzie-Leelanau District Health Department jurisdiction once distribution is authorized; and
- WHEREAS BLDHD needs assistance in the vaccine distribution; and
- WHEREAS Assisting Entity is willing to provide BLDHD assistance according to the terms of this agreement.

**THEREFORE**

In consideration of the mutual promises as stated in this agreement, the BLDHD and Assisting Entity agree to the following terms and conditions:

- The BLDHD shall be responsible for the following:



- Ensuring vaccine storage and supply in accordance with federal and state laws, orders and guidance;
- Establishing vaccine handling and distribution protocols in accordance with applicable federal and state laws, orders, and guidance;
- Establishing a schedule of vaccination events including the date, time, and location of such events;
- Establishing a safe work environment at vaccination events in accordance with applicable federal and state laws, orders, and guidance;
- Providing BLDHD staff to attend, direct, and administer vaccinations at vaccination events;
- Developing and securing a waiver and release of liability to be executed by each person being vaccinated in a form provided by, or acceptable to, the Michigan Department of Health and Human Services;
- Designating an BLDHD point of contact to communicate the above listed responsibilities to the point of contact with the Assisting Entity;
- Providing direct payment to the Assisting Entity for each individual staff member of the Assisting Entity who will assist with vaccination clinics. The amount of payment shall be XXX/hour **INSERT**. BLDHD will provide payment within 30 days after the dates the vaccination assistance is completed by Assisting Entity's staff in accordance with time documentation submission.
- Assisting Entity shall be responsible for the following:
  - Designating a point of contact to communicate with the BLDHD point of contact;
  - Identifying appropriate staff that are qualified under state and/or federal law to monitor post-vaccination condition and provide assessment, triage and emergency treatment when indicated at vaccination events;
  - Ensuring that the appropriate staff attend and provide post-vaccination monitoring and appropriate emergency services at vaccination events; and
  - Ensuring that it's staff timely submit time documentation to support payment for services rendered.
- Other terms and conditions

- The parties intend that the actions covered by this COVID-19 Vaccination Distribution Assistance Agreement fall under the requirements and protections of the national Public Readiness and Emergency Preparedness Act (PREP Act) as well as applicable Michigan laws and intend to be covered by the immunity protections of such laws; and
- To the extent such is permitted by law, BLDHD and Assisting Entity agree to mutually indemnify and hold each party harmless for all claims and damages that are caused by the grossly negligent acts or intentional torts including willful misconduct of the other party's staff or employees during the performance of this Agreement. This indemnity paragraph does not bar or prevent the BLDHD or its employees from asserting the defense of governmental immunity.
- This agreement shall be in effect as long as BLDHD has a supply of COVID 19 vaccines that need to be distributed by the BLDHD. The Parties shall not terminate this agreement to prior to the expiration of this agreement unless either Party breaches a term of this agreement and is thereby in default, or upon the mutual agreement of the Parties.
- The status of each party is one of being an independent contractor, and neither the parties' employees, agents, contractors, and subcontractors shall be deemed employees of the other.
- Any amendments to this agreement must be made in writing and signed by both parties.
- The Parties agree that the persons signing below are authorized to execute this Agreement on behalf of their representative entities, and the Parties further acknowledge that such signatures shall have binding effect on the Parties.
- This Agreement and any disputes relating to it shall be construed under Michigan Law and venue for any cause of action shall be in the 19th Circuit Court for the State of Michigan.
- If any of the provisions in this Agreement are determined to potentially or partially be in violation of State or Federal law, said provisions shall be interpreted so as to be in compliance with such law as fully as possible. If said provisions are determined to be in violation, they shall fall out of this Agreement, and the remainder of the Agreement shall be unaffected and shall remain in full force and effect.
- This agreement contains the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date stated above.

\_\_\_\_\_  
Lisa Peacock, Health Officer  
Benzie-Leelanau District Health Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME and Title OF ASSISTING ENTITY

\_\_\_\_\_  
Date