

Treasurer's Report reflects bank account balances

Treasurer's Report

AUGUST 2020

#101 General Fund	General Fund	Huntington	\$ 820,139.84
#203 Metro Authority	Huntington Bank		\$ 42,958.14
#206 Fire Fund	Huntington Bank		\$ 517,136.61
#207 Police	Huntington Bank		\$ 851.86
#212 Liquor Control Fund	Huntington Bank		\$ 3,434.20
#590 Sewer CD Mat May 2018	Sewer Huntington		\$ 571,441.68
#591 Timberlee H20	Huntington Bank		\$ 367,636.92
#592 Greilickville H20	Huntington Bank		\$ 115,002.99
#594 Marina	Marina Huntington		\$ 617,864.94
#701 Trust & Agency	Huntington Bank		\$ 1,548.49
#703 Current Tax	Huntington Bank		\$ 877,252.18
#815 E. Timberwoods	Huntington Bank		\$ 23,000.25
#816 GSAD Receivable	Huntington Bank		\$ 53,040.19
#817 SBlue & Old Orch	Savings Huntington		\$ 2,173.64
#818 Old Orchard	Huntington Bank		\$ 744.13
#820 Maintenance E.R. Rds	Huntington Bank		\$ 13,589.59
#821 Maintenance S.B. Rds	Huntington Bank		\$ 3,271.75
#861 Bayview Estates Lights	Huntington Bank		\$ 1,681.08
			*(9,447.34)
			*(6,123.46)

TOTAL \$ 4,032,768.48

INVESTMENT ACCOUNTS CD'S	PURCHASED AMOUNT	PRIOR MONTH VALUE	CURRENT VALUE	EST MONTHLY INT	EST ACCRUED INT	PAID INTEREST
#101 Goldman Sachs	\$200,000.00	\$ 204,308.00	\$ 204,152.00	-\$ 156.00	\$4,152.00	
#101 Beal Bank	\$190,000.00	\$ 190,024.70	\$ 190,047.50	\$ 22.80	\$47.50	
#101 FIDELITY GOV MIMKT DAILY		\$ 8,974.29	\$ 8,974.37	\$ 0.08	\$0.08	\$0.08
#206 JPMorgan Chase	\$235,000.00	\$ 236,043.01	\$ 236,043.01	-\$ 236,043.01	-\$235,000.00	
#206 Federal Farm	\$235,000.00	\$ 234,889.55	\$ 235,004.70	\$ 4.70	\$4.70	
#206 MIMKT		\$ 5,032.04	\$ 5,032.04	\$ 0.04	\$0.04	
#590 Ally Bank	\$250,000.00	\$ 260,995.00	\$ 260,707.50	-\$ 287.50	\$10,707.50	\$0.04
#590 Morgan Stanley	\$150,000.00	\$ 155,571.00	\$ 155,626.50	\$ 55.50	\$5,626.50	3116.44
#590 JP Morgan Chase	\$250,000.00	\$ 250,152.50	\$ 250,805.00	\$ 652.50	\$805.00	
#590 DREYFUS GOVT	\$115,333.56	\$ 121,832.60	\$ 121,354.90	-\$ 477.70	\$6,021.34	488.36
#590 MIMKT INTERSET		\$ 1,346.30	\$ 1.00	-\$ 1,345.30	\$1.00	\$1.00
#594 JP Morgan Chase	\$ 150,000.00	\$ 154,170.68	\$ 154,171.99	\$ 1.31	\$4,171.99	
#594 Morgan Stanley	\$ 250,000.00	\$ 252,362.50	\$ 251,912.50	-\$ 450.00	\$1,912.50	\$2,929.45
#594 MIMKT		\$ 4,817.20			\$0.00	1.27
#816 Bank of America	CASHED OUT	\$ 0.00	\$ 2.63	\$ 2.63	\$2.63	
	\$2,025,333.56	TOTAL	\$ 1,837,792.63	-\$ 238,024.65	-\$201,549.85	\$6,539.27
	GRAND TOTAL		\$ 5,870,561.11			

Connie M. Preston, Clerk

Chris Mikowski, Treasurer

To: Elmwood Township Board

From: Sara Kopriva AICP, Planner/Zoning Administrator

RE: August 2020 Planning and Zoning Report

Land Use Permits:

	August 2020	August 2019	Year to Date 2020	Year to Date 2019
Single Family Dwelling	1	7	8	18
Attached SFD	0	0	0	2
Accessory Building	1	0	10	5
AG Building	0	1	0	5
Residential Addition	2	1	5	3
Deck	1	0	3	5
Sign	3	0	5	0
Commercial	0	0	1	1
Misc.	1	1	3	5
Total Permit	9	10	35	50
Fees Collected	\$760.48	\$1,042.48	\$1,837.10	\$3,342.37

Zoning Board of Appeals:

Past Meeting

- September 2, 2020- Front Yard Setback Variance on Cherry Bend-Granted

Future Meeting

- None scheduled at this time

Planning Commission:

Past Meeting

- August 18, 2020- Short Term Rentals, Commercial Storage Building on Cherry Bend

Future Meeting

- September 15, 2020- Public Hearing on Short Term Rental Amendment
- September 22, 2020- Amendment to change uses allowed in Rural Resort, TBD

Brewery Creek:

The surveyor is finalizing the survey for the property. Once this is complete, we will confirm with co-owners that the new lines are acceptable. I am currently working with TC L&P to get some answers about the future of the lighting system for the development, including if it possible to turn over operations and maintenance to them.

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Elmwood Township Fire and Rescue Department

Fire Department Monthly Report – August 2020

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

Total Calls for the Month:

54

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

- **Fire Incidents:** 4
 - 1 Structure fire
 - 3 Passenger vehicle fire
- **Overpressure Rupture, Explosion, Overheat (no fire):** 0
- **Rescue & EMS Incidents:** 38
 - 1 Medical assist
 - 36 EMS calls
 - 1 Motor vehicle accident with injuries
- **Hazard Condition (No Fire):** 0
- **Service Calls:** 5
 - 5 Assist invalid (Lift assist)
- **Good Intent Call:** 1
 - 1 Dispatched and cancelled enroute
- **False Alarm/False Calls** 5
 - 3 Unintentional alarm, medical
 - 1 Alarm system activation, no fire
 - 1 Carbon monoxide detector activation, no CO
- **Severe Weather** 0
- **Overlapping Incident(s) (Non-NFIRS category)** 3

Mutual Aid – Given/Received

<u>Type of Aid</u>	<u>Incidents</u>	<u>Departments</u>
Received:	0	-
Given:	1	Cedar (Motor Vehicle Accident)
	2	Traverse City (Structure Fire, Medical)

Response Times (averages)

<u>Type</u>	<u>Times (hh:mm:ss)</u>	<u>Notes</u>
• Alarm Handling (call to dispatch)	00:00:52	All calls
• Turnout Time (dispatch to enroute)	00:02:23	All calls

General Updates

ADMINISTRATION / OPERATIONS

- Run volume is up 45% from last year (2019 August = 32 incidents) though numbers are comparable with 2018 (55 calls for service).
 - Three (3) overlapping calls. All were all handled without the need for mutual aid.
 - Of the three (3) vehicle fires, two were severe with one being an electric bike inside a garage. Thankfully, fire did not extent to the structure itself.
- **North Flight Agreements.** The intercept and mutual aid agreements have been reviewed by the township attorney and minor revisions made.
- **Fire Box Updates.** Revisions are complete and in place with Leelanau County Central Dispatch. Staff are monitoring for any adjustments.
- **Fireworks Ordinance.** Continued work on this with township planner and attorney. Still in draft process with input being sought from the Board at the September General Meeting.
- **Records Management System (RMS).** Investigation continues into changing from our current reporting software to an all-inclusive RMS. The department has reached out to Emergency Reporting, ESO, and

Aladtec. An online training and management program is also being considered. Target Solutions and Fire Rescue 1 Academy are being reviewed.

- **Job Descriptions.** Work has begun on updating all EFD officer job descriptions such as, lieutenant, captain, and Deputy Chief.

APPARATUS AND EQUIPMENT

- **Apparatus**
 - **Future Pumper/Tanker.** Research continues with vendors and discussions with the Public Safety Committee. Some of the engaged vendors include Alexis, E-One, and CSI,
- **Equipment**
 - **Tablets/Mobile Data Terminals (MDTs).** Research has begun on adding tablets or MDTs to front line vehicles. These devices would provide a vital link to information from Dispatch and can house resources such as pre-incident plans, occupancy information, hazardous material links, etc. These devices are common in other jurisdictions and assist responders with incident management and critical decision making by providing ready access to needed data.
 - **Hose and Ladders.** Testing scheduled for September 18th.

FACILITIES AND GROUNDS

- **Station Back Up Generator.** Annual preventative maintenance completed by Cummins Bridgeway.

PUBLIC EDUCATION AND RELATIONS

- **Site Reviews**
 - **Brengman Brothers (Center Hwy).** Met with the owner and Leelanau County Building Safety on site to review their tent installation for permit approval.
 - **Geoff Harris Property (Cherry Bend Road).** Reviewed plan for the construction of a new storage building.

TRAINING

- **Trainings this Month:**
 - Structure Fire – Initial Response Drill
 - Pumping – Relay Operations (Brush 141)
 - Elevator Training (external offering) – Attended by Chief Tampa, Lt. Sokolnicki, FF/EMT Newfer

MEETINGS ATTENDED

- Elmwood Township Board Regular General Meeting
- North Flight Admin. Staff
- Public Safety Committee
- Leelanau County Fire Chiefs SOP Committee (Teleconference)
- Elmwood Township Attorney B. Graham (Teleconference on fireworks ordinance)
- Township Supervisor
- Leelanau County 911 Advisory Board Meeting (Teleconference)

Elmwood Township Marina

Peter J Moon Harbormaster

10090 E. Lincoln Road Traverse City MI 49684 elmwoodmarina@gmail.com

Harbormaster Report

September 9, 2020

**Board Members
Elmwood Township**

As of the writing of this report the marina fish cleaning station appears to be near completion. The contractors have had a little difficulty in securing materials for the project but are moving along. With the season closing soon the new facilities will probably not get used much this year. We will be working on signage and operating, winterizing, and cleaning the station this year and cannot wait to present it to the public next season.

We have been adding to the waitlist nearly every other day and it now stands at 207 people waiting for a mooring or a boat slip. 189 for slips and 18 for moorings. This is about as long as I have seen in my service. It means that the typical wait is 4-5 years; some longer depending on the slip size.

I would recommend that we begin to look at adding docks to the marina harbor and beyond. We are currently not utilizing all the bottom right privilege we have to the south of the break-wall and might want to consider the expansion of the harbor.

The Brewery Creek property continues to be a question on my mind regarding the amount of space and number of trailer spaces we need. I continue to look for the design and plans for the over-flow as next July will prove to be a banner year for our marina and a real tax on our limited parking space on the water side of the road. We would do well to begin the process of construction and defining space sooner than later.

In spite of the Covid-19 this year, we have been very busy this summer. Season passes are near 360 with daily launch tickets 2000. Boat dealers are happy and bragging about record sales. Winter storage is looking good for this season and new folks are regularly calling us with interest. Transient use is good.

Staffing is still a challenge and I will be meeting with the personnel committee in regards to wages as the labor pool in our area is small and we are not getting the applicants that we used to in the past. I think we need to look at the offering for wages to be more competitive in this market.

Respectfully Submitted,

Peter J Moon
Harbormaster ETM

CHARTER TOWNSHIP OF ELMWOOD
REGULAR BOARD MEETING
AUGUST 10, 2020
HELD REMOTELY

Call to Order:

Supervisor Shaw called the meeting to order at 6:03 p.m.

Pledge of Allegiance:

Supervisor Shaw led the Pledge of Allegiance.

Roll Call:

Present: Connie Preston, Terry Lautner, Jim O'Rourke, Dave Darga, Kyle Trevas, Jeff Shaw, and Chris Mikowski

Excused: None

Declaration of Conflict of Interest:

Jeff Shaw asked to be recused from the Brewery Creek Update.

MOTION BY TREASURER MIKOWSKI, SECONDED BY TRUSTEE DARGA TO RECUSE SUPERVISOR SHAW FROM THE BREWERY CREEK UPDATE DISCUSSION. The motion passed 6-0 by a roll call vote.

Public Comment

Randy Lawton

Jack Kelly

Deborah Allen

Rod Jones

Sue Jones

Kevin Gauthier

Consent Calendar:

Department Reports:

Treasurer

Planning/Zoning

Fire

Harbormaster

Committee Reports:

Minutes:

7-13-20

Post Audit Invoices 7-15-20 through 8-4-20

MOTION BY TRUSTEE TREVAS, SECONDED BY TRUSTEE O'ROURKE TO APPROVE THE CONSENT CALENDAR AS PRESENTED. Motion passed 7-0 roll call vote.

Agenda Approval

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

Supervisor Remarks

Supervisor Shaw submitted a written report and stated that we lost an Elmwood resident today that was on the Fire Department for a long time. He will greatly missed.

Trustee Remarks

Trustee O'Rourke stated that Mike Walters passed away today. Mike gave much time to the Fire Department and was concerned that we need to hire a Deputy Chief.

Trustee Trevas congratulated Deborah Allen and the other Trustees on their election wins.

Communications from the Clerk

Clerk Preston reported the receipt of letters from Jack Kelly, Sue and Rod Jones, Del Moore, and Richard Meeuwenberg. In response to public comment, Clerk Preston stated that according to Zoning Ordinance section 11.12 B, the Board can initiate an amendment to the ordinance by its own motion, which the Board did with Resolution 11 of 2019.

NEW BUSINESS

Budget Amendment/Insurance and Bonds

MOTION BY CLERK PRESTON, SECONDED BY TREASURER MIKOWSKI TO APPROVE RESOLUTION 9 OF 2020, A BUDGET AMENDMENT RESOLUTION. The motion passed 7-0 by a roll call vote.

Fire Department Response to the Consultant Report

The Board received a report from Chief Tampa on the progress made with recommendations from the report. The Chief answered questions regarding HR and Clerk Preston will check into possible help with HR. The Chief also explained that Pumper 122 is still in service as a backup in case Truck 121 is out on Mutual Aid. It just increases our available water supply. It is well maintained and most members of the department are trained on it.

Supervisor Shaw stepped down as Chair for the next discussion item.

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA TO HAVE TRUSTEE TREVAS CHAIR THE MEETING FOR THE NEXT TOPIC. The motion passed 6-0 by a roll call vote.

Brewery Creek Update

Planner Sara Kopriva presented the Board with a possible configuration of the lots owned by the three other members of the Brewery Creek site condo. She was looking for Board consensus to go ahead with the surveying using those proposed boundaries. It was the consensus of the Board to go ahead with the survey as a good first step, and then to bring it back to the Board.

Supervisor Shaw resumed the Chair.

Invasive Plant Control Agreement

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE LAUTNER TO AUTHORIZE CLERK PRESTON TO SIGN THE INVASIVE PLANT CONTROL AGREEMENT WITH THE GRAND TRAVERSE CONSERVATION DISTRICT. The motion passed 7-0 by a roll call vote.

PAYMENT OF INVOICES

Clerk Preston pointed out that the Michigan Township Association annual membership included \$1900.00 for unlimited access to online courses for the entire staff and elected officials.

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE TREVAS, TO PAY THE INVOICES IN THE AMOUNT OF \$658,768.21. Clerk Preston stated that of that amount, \$593,577.01 was to Elmer's for the marina improvements. The motion passed 7-0 by a roll call vote.

PUBLIC COMMENT

Jack Kelly

Deborah Allen

Sue Jones

Rod Jones

Kevin Gauthier

Adjournment

MOTION BY TRUSTEE TREVAS, SECONDED BY TREASURER MIKOWSKI TO ADJOURN THE MEETING AT 7:18 PM. The motion passed 7-0 by a roll call vote.

Check Register Report

Date: 09/09/2020

Time: 11:44 am

Page: 1

ELMWOOD TOWNSHIP

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
34675	08/12/2020	Reconciled		822	BRIDGETT BECKWITH	PAVILION DEPOSIT REFUND	50.00
34676	08/12/2020	Reconciled		988	LYNELLE BONNEVILLE	PAVILION DEPOSIT REFUND	50.00
34677	08/12/2020	Reconciled		933	CECILIA CHESNEY	PAVILION DEPOSIT REFUND	50.00
34678	08/12/2020	Reconciled		C074	COTTONWOOD ASSOC.	HALL RENTAL CANCELATION	75.00
34679	08/12/2020	Reconciled		980	DIANE DUROCHER	PAVILION DEPOSIT REFUND	50.00
34680	08/12/2020	Reconciled		860	THRASOS EFTAXIADIS	MAR. AND JULY BOARD OF REVIEW	370.50
34681	08/12/2020	Reconciled		982	DANIELLE FORCIER	PAVILION DEPOSIT REFUND	50.00
34682	08/12/2020	Reconciled		981	PATRICK GILLESPIE	PAVILION DEPOSIT REFUND	50.00
34683	08/12/2020	Reconciled		986	ALISON GRAVELIN	PAVILION CANCELATION	150.00
34684	08/12/2020	Reconciled		987	JOYCE HORTON	PAVILION CANCELATION	150.00
34685	08/12/2020	Reconciled		978	SUSIE JANIS	PAVILION DEPOSIT REFUND	50.00
34686	08/12/2020	Reconciled		984	ANGELICA LEDESMA	PAVILION DEPOSIT REFUND	50.00
34687	08/12/2020	Reconciled		979	KERRI OTTO	PAVILION CANCELATION	150.00
34688	08/12/2020	Reconciled		983	LYNN STEINEBACH	PAVILION DEPOSIT REFUND	50.00
34689	08/12/2020	Reconciled		S131	RODNEY STEWART	MAR. AND JULY BOARD OF REVIEW	370.50
34690	08/12/2020	Reconciled		989	THORNCREEK CONDO ASSOCIATION	HALL RENTAL CANCELATION	75.00
34691	08/12/2020	Reconciled		985	JANE WILLITS	PAVILION DEPOSIT REFUND	50.00
34692	08/13/2020	Reconciled		889	TINA BRADEN	PAVILION DEPOSIT REFUND	50.00
34693	08/13/2020	Reconciled		990	DENISE KRUEGER	PAVILION DEPOSIT REFUND	50.00
34694	08/13/2020	Reconciled		991	DAN SHOUP	PAVILION DEPOSIT REFUND	50.00
34695	08/13/2020	Reconciled		S092	SPRINGFIELD	50% DOWN OLD FIRE STATION	18,672.00
34696	08/13/2020	Reconciled		992	JULIE THON	PAVILION DEPOSIT REFUND	50.00
34707	08/25/2020	Reconciled		A103	APEX SOFTWARE	acct#144066	235.00
34708	08/25/2020	Reconciled		996	SUE BAUER	PAVILION DEPOSIT REFUND	50.00
34709	08/25/2020	Reconciled		B111	BLUECROSS BLUESHIELD OF MI	GROUP ID 007015150	616.58
34710	08/25/2020	Reconciled		998	ANN BOLINGER	PAVILION DEPOSIT REFUND	50.00
34711	08/25/2020	Reconciled		C029	CHARTER COMMUNICATIONS	ACCT#8245 12 895 0008281	667.65
34712	08/25/2020	Reconciled		C010	CHERRYLAND ELECTRIC COOP	ACCT#9902800	121.50
34713	08/25/2020	Reconciled		C040	CONSUMERS ENERGY	ACCT#1000 2914 1304	3,970.68
34714	08/25/2020	Reconciled		M020	DTE ENERGY	ACCT#9100 218 4472 5	189.30
34715	08/25/2020	Reconciled		997	WILLIAM DUNN JR	PAVILION DEPOSIT REFUND	50.00
34716	08/25/2020	Reconciled		1001	KELLY ECCLESTON	PAVILION DEPOSIT REFUND	50.00
34717	08/25/2020	Reconciled		993	REBEKAH FULLER	PAVILION DEPOSIT REFUND	50.00
34718	08/25/2020	Reconciled		994	KIERSTEN GOULD	PAVILION DEPOSIT REFUND	50.00
34719	08/25/2020	Reconciled		G425	GUARDIAN	GROUP ID 00 357534	485.13
34720	08/25/2020	Reconciled		801	HAGERTY INSURANCE AGENCY	PAVILION DEPOSIT REFUND	50.00
34721	08/25/2020	Reconciled		H010	HOLIDAY STATIONSTORES, LLC	ACCT#1400-006-350-658	5.20
34722	08/25/2020	Reconciled		1000	SUSAN LARNED	PAVILION DEPOSIT REFUND	50.00
34723	08/25/2020	Reconciled		995	JENNIE NESTOR	PAVILION DEPOSIT REFUND	50.00
34724	08/25/2020	Reconciled		N057	DAVID E. NOREN	PAVILION DEPOSIT REFUND	50.00
34725	08/25/2020	Reconciled		P008	PARSHALL TREE CARE EXPERTS	PAVILION DEPOSIT REFUND	50.00
34726	08/25/2020	Reconciled		P043	PRIORITY HEALTH	GROUP ID 790105 S001	4,325.66
34727	08/25/2020	Reconciled		999	MICHELLE SCHUSTER	PAVILION DEPOSIT REFUND	50.00
34728	08/25/2020	Reconciled		992	JULIE THON	PAVILION OVERPAYMENT	50.00
34729	08/25/2020	Reconciled		V023	VSP	CLIENT ID 30031936	361.27
34730	08/25/2020	Reconciled		816	CYNTHIA WALTERS	PAVILION DEPOSIT REFUND	50.00
34731	08/25/2020	Reconciled		976	VICTORIA GUTOWSKI	ELECTION	208.50
34734	09/02/2020	Printed		M051	MISDU	NEWFER REMIT ID 912643179	147.82
34735	09/02/2020	Printed		036	PETER MOON	expense voucher	66.70
34736	09/03/2020	Printed		S146	SUPERFLEET MASTERCARD PROGRAM	ACCT#FB627	533.62
34745	09/09/2020	Printed		E070	ELMER'S CRANE AND DOZER INC.	MARINA PHASE 2 JOB 490215	18,595.23
34746	09/09/2020	Printed		E070	ELMER'S CRANE AND DOZER INC.	MARINA PHASE 1 JOB 490215	69,499.52
34747	09/09/2020	Printed		E070	ELMER'S CRANE AND DOZER INC.	MARINA PHASE 1 JOB 490215	115,566.03

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Time: 11:44 am

Page: 2

ELMWOOD TOWNSHIP

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Total Checks: 53	Checks Total (excluding void checks):	237,008.39
Total Payments: 53	Bank Total (excluding void checks):	237,008.39
Total Payments: 53	Grand Total (excluding void checks):	237,008.39

2020 Tax Rate Request (This form must be completed and submitted on or before September 30, 2020)
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes: **Leelanau County**
2020 Taxable Value of ALL Properties in the Unit as of 5-26-2020: **349,276,098**

Local Government Unit Requesting Millage Levy: **Elmwood Township**
For LOCAL School Districts: 2020 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties:

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2020 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2020 Current Year "Headlee" Millage Reduction Fraction	(7) 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Oper	11-04-69	1.0000	0.6505	0.9939	0.6465	1.0000	0.6465			
Voted	Fire/Eme	08-07-18	2.2500	2.2412	0.9939	2.2275	1.0000	2.2275	2.2275	0.6465	12/02/21

Prepared by: **Laurie Spencer** Telephone Number: **231-256-9823** Title of Preparer: **Equalization Director** Date: _____

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Clerk Signature: _____ Print Name: **Connie M. Preston** Date: _____
 Secretary Signature: _____ Print Name: _____ Date: _____
 Chairperson Signature: _____ Print Name: **Jeffrey K. Shaw** Date: _____
 President Signature: _____ Print Name: _____ Date: _____

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2020 for instructions on completing this section.		Rate
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)		
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal		
For Commercial Personal		
For all Other		

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk
L-4029
Carefully read the instructions on page 2.

Supervisor Comments

9/14/2020

1. The old Fire Department extrication tools that the Board voted to dispose of are now listed on Municibid.
2. The Fire Chief and I continue to meet on a weekly basis.
3. The Public Safety Committee has been meeting biweekly. Items on the Agenda have been 1. New Fire Truck, 2. Assistant Fire Chief Position, 3. Fire Department Hiring Committee.
4. The high water has caused erosion issues on part of the sidewalk at Greilickville Harbor Park. The Township Engineer has started the process of contacting EGLE and the Army Corp of Engineers to see what permits we would need to fix it.
5. I have included a memo regarding virtual meetings to be discussed as an agenda item.

September 9, 2020

MEMO:

From Harbormaster Pete Moon

To Elmwood Township Board

.
Last month we had a request from an advertising company representing Buick Motor Division. They Wanted to use the backdrop of the marina for an advertisement for a car coming out soon.

When I laid out the parameters for the space and not tying up the marina they agreed and shot the pictures.

The following day the manager asked if they could pay us and I told him that we don't have a fee base for that type of event and mentioned a recognition. He insisted on paying and I said that I take my staff to dinner using tips every year at the end of the season and he could donate to that if he liked. He wrote us a check for \$500.00 which I gladly accepted and deposited in the marina fund under miscellaneous.

With such a large amount, I would like to ask the board to approve the use of these funds to use for the open house we are planning at the end of the month. We'd buy hot dogs, chips and pop or beverages and whatever for the event as well as the staff dinner.

I wanted to ask for your approval.

Regards,

Pete Moon
Harbormaster ETM

Memo Regarding Remote Meetings

From the Supervisor

Based on advice from the Township Attorney and the MTA, we have chosen to continue remote meetings. I know we all prefer meeting in person, and many of our residents prefer to comment on agenda items in person.

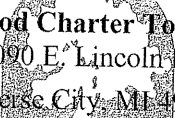
The City of Traverse City and Grand Traverse County, including the Board of Public Works, expects to continue to hold meetings remotely until the end of the year. Some other Townships and municipalities are starting to hold in person meetings, some have continued to stay online.

The idea of outdoor meetings has been tossed around, but the weather, mosquitos and other unknowns make it unfeasible.

Current restrictions limit the number of people allowed in the hall, so the logistics of shuttling people in and out so they can make public comment, while adhering to the Open Meetings Act can create legal questions.

How would our Board like to proceed?

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: September 8, 2020

RE: ZO 2017-04-10- Introduction Zoning Amendment for Use in Neighborhood Commercial District

Recommended Motion: Motion to accept introduction of ZO 2017-04-10 and publish for consideration at the next regularly scheduled Board meeting.

Following recent applications for properties in the Neighborhood Commercial district, the Planning Commission reviewed the uses allowed in the district and is proposing a few changes based on compatibility of commercial uses with residential uses.

CHARTER TOWNSHIP OF ELMWOOD
Leelanau County, Michigan

Ordinance No. _____
ZO 2017-04-10

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 CHANGE USES ALLOWED AND PROCEDURE FOR APPROVAL OF CERTAIN USES IN THE NEIGHBORHOOD COMMERCIAL DISTRICT.

The Charter Township of Elmwood Ordains:

Section 1: Amendment.

The following sections shall be amended to read as follows:

SECTION 5.4 Land Use and Zoning District Table

- 56. Kennels change from Psp to SUP in NC district
- 68. Seasonal indoor vehicle storage, including boats remove use from NC district
- 75. Vehicle Service remove use from NC district
- 83. Mini Warehouse add (*) to use - * references that additional standards can be found in Section 5.5

SECTION 5.5 SPECIAL REQUIREMENTS FOR SPECIFIC USES

Add:

L. Mini Warehouse

In the Neighborhood Commercial District, structures used for mini warehousing shall be limited to 1 story or 12 feet in height, whichever is less.

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
Planning Commission
Regular Meeting
May 19, 2020
7:00 PM
Approved June 16, 2020**

***DUE TO COVID-19, THIS MEETING WAS HELD VIA ZOOM.**

A. CALL TO ORDER: Chairman Bechtold called the meeting to order at 7:00 PM.

B. PLEDGE OF ALLEGIANCE: Chairman Bechtold led the Pledge of Allegiance.

C. ROLL CALL: Jeff Aprill, Kyle Trevas, Doug Roberts, Jonah Kuzma, Kendra Luta, Rick Bechtold

Excused: Amanda Elliott

D. LIMITED PUBLIC COMMENT: (4:50) Jack Kelly 10100 E. Avondale Ln.

E. AGENDA MODIFICATIONS/APPROVAL: (7:38) MOTION BY COMMISSIONER APRILL, SECOND BY COMMISSIONER ROBERTS TO APPROVE AGENDA AS PRINTED. ROLL CALL: COMMISSIONER KUZMA-AYE, COMMISSIONER TREVAS-AYE, COMMISSIONER ROBERTS-AYE, COMMISSIONER LUTA-AYE, COMMISSIONER APRILL-AYE, CHAIRMAN BECHTOLD-AYE. MOTION APPROVED 6-0.

F. MINUTES-April 21, 2020: MOTION BY COMMISSIONER TREVAS, SECOND BY COMMISSIONER ROBERTS TO ACCEPT MINUTES OF APRIL 21, 2020 WITH CORRECTIONS. ROLL CALL: COMMISSIONER KUZMA-AYE, COMMISSIONER LUTA-AYE, COMMISSIONER ROBERTS-AYE, COMMISSIONER APRILL-AYE, COMMISSIONER TREVAS-AYE, CHAIRMAN BECHTOLD-AYE. MOTION PASSED.

G. CONSENT CALENDAR: (11:05) APPROVE/RECEIVE AND FILE

1. April Planner Report

MOTION BY COMMISSIONER APRILL, SECOND BY COMMISSIONER LUTA TO ACCEPT THE CONSENT CALENDAR AS PRINTED. ROLL CALL: COMMISSIONER APRILL-AYE, COMMISSIONER LUTA-AYE, COMMISSIONER ROBERTS-AYE, COMMISSIONER KUZMA-AYE, COMMISSIONER TREVAS-AYE, CHAIRMAN BECHTOLD-AYE. MOTION APPROVED.

H. DECLARATION OF CONFLICT OF INTEREST: (12:27) None

I. OLD BUSINESS: None

J. NEW BUSINESS: (13:16)

**1. Public Hearing-SU/SPR #2020-01 M22 Storage, Indoor Seasonal Storage
Chairman Bechtold read the opening statement for the public hearings.**

Rob Larrea with Community Planning and Land Use Consulting spoke on behalf of M22 Storage LLC and project engineer Pat Machin. The application before them requests a special use permit to construct the storage buildings containing approximately 26 units. The property is located across from Greilickville Harbor Park; zoned general commercial and is approximately 3 acres in size. The property is currently being used for outdoor storage and they're requesting to improve the property by moving all the storage indoors; structures are accessed by 60 foot wide travel lanes. Those were drafted on that side to accommodate emergency vehicles for maneuvering and turn around. All construction of the site will be limited to the current development areas which are currently high and would not affect the low lands at all. Storm water basins are designed to function similar to rain gardens. At the introductory meeting there was a request to have a restroom which they have provided. All zoning requirements will be adhered to as well as dimensional requirements. Lighting will be by way of wall packs, and they have the trail easement on the northern portion of the property.

There was discussion about the existing private access road, maintenance of the road, stormwater and TART access easement.

Staff said if the applicant would agree to them putting a condition about a road maintenance agreement as long as the attorney agrees it's something that could be included and that could be a way to get it approved with conditions that night versus having it postponed to a later time.

Rob said they were willing to work with the township. He understood what the Planning Commission was saying and understood their concern. He said they would support that if the Planning Commission is willing to work with them on that, they're certainly willing to work with them.

Commissioner Trevas followed up on Commissioner Aprill's point which was he appreciates they delineated it, but is that the deeded specific area where the easement is or is that where they put the easement.

Public Comment opened at 7:45 p.m.

Jack Kelly reiterated his request from earlier that his emails he submitted to Staff and the Planning Commission Chair be included in the record for the public hearing.

Public Comment closed at 7:46 p.m.

Commissioners reviewed documents from March 11, 2020 section 8.5 and 9.3 to find all standards have been met or any conditions for approval.

Conditions:

- 1 Road maintenance agreement subject to Township attorney review and understanding that the Township is not maintaining the road in the winter.
- 2 Outside agency permits
- 3 Dumpster to be added to site plan and screening to meet the Zoning Ordinance
- 4 Replace scrub trees on East property line with more substantial planting to be reviewed by the Zoning Administrator.

MOTION BY COMMISSIONER APRILL, SECOND BY COMMISSIONER TREVAS TO APPROVE SU/SPR #2020-01 M22 STORAGE BASED ON STANDARDS FOR APPROVAL IN THE ZONING ORDINANCE WITH THE CONDITIONS AS PROPOSED. ROLL CALL VOTE: JONAH KUZMA-AYE, KENDRA LUTA-AYE, DOUG ROBERTS-AYE, JEFF APRILL-AYE, KYLE TREVAS-AYE, RICK BECHTOLD-AYE. MOTION PASSED UNANIMOUSLY.

2. Public Hearing-ZO 2017-04-10 Uses in Neighborhood Commercial (1:17:42)

Staff gave a synopsis for the proposal noting they discussed in February indoor boat storage and indoor vehicle storage and if that was appropriate in the Neighborhood Commercial District mostly for aesthetic reasons being that the neighborhood commercial allows for single family residential and is immediately adjacent to R1 zoning districts. The Planning Commission went through and looked at the land uses in the zoning district table; looking at the neighborhood commercial uses and came up with a couple of changes. Kennels will be changed from a site plan review to a special use so that will require them to have a public hearing and the neighbors will be notified. Seasonal indoor vehicle storage will be removed from the zoning district altogether. Vehicle service is going to be removed

from the district. At the February meeting, the Planning Commission discussed that and decided it wasn't a desirable use to have in a neighborhood, it would be more appropriate in the industrial district or in the general commercial. Mini warehousing added a requirement just in the neighborhood commercial districts that these structures would be limited to one story or 12 feet in height whichever is less.

Public comment opened at 8:21 p.m.

No public comment given.

Public comment closed at 8:21 p.m.

MOTION BY COMMISSIONER APRILL, SECOND BY COMMISSIONER ROBERTS TO FORWARD THIS TO THE TOWNSHIP BOARD. ROLL CALL VOTE: JEFF APRILL-AYE, KYLE TREVAS-AYE, DOUG ROBERTS-AYE, JONAH KUZMA-AYE, KENDRA LUTA-AYE, RICK BECHTOLD-AYE. MOTION PASSES.

3. ZO 2017-04-11-Brock, Uses allowed in the Rural Resort Zoning District

Nate Elkins, presenter for Steve Brock, owner of the former Timberlee Ski Resort Property stated the property includes 4 parcels which are located at the top of the former Timberlee with Timberlee Hills located at the bottom. He showed the current zoning map and future land use map noting the current zoning for those parcels is rural resort with some of the surrounding parcels being R3 and R1. Also, he showed on the future land use map an area that goes beyond rural resort and the single family which is called Timberlee which he believes there is more to the definition of what the Timberlee area is in the Master Plan but he didn't want to get into that. He showed a diagram he put together for talking points to start the conversation about the opportunity to rezone or add additional land uses to those parcels.

Staff added they had talked about some uses they would like to do on this property that are currently either not allowed or in the zoning ordinance for the zoning district, it allows for single family dwellings, and then other uses that are similar to single family dwellings that state law have required like adult foster care homes and daycare. She provided in the Commissioner's packets additional requirements for a planned development in the rural resort zoning district. In discussing this with the applicant, the 50 automobile trips per day for other uses other than the outdoor recreation has been a hang up for any of the uses they are thinking about adding to the property. The rural resort district came about with the Timberlee ski hill, its outdoor recreational based with some supporting activities. If they do

make any changes to the rural resort zoning district, keep in mind there are a couple other properties and property owners that will be affected by the change.

The Commissioners asked questions and discussed the project.

It was decided to schedule a special meeting to give Commissioner's more time to consider the project.

K. COMMENTS FROM THE CHAIR: (2:10:29) Chairman Bechtold has public comment received after the packet went out, which was the information from Jack Kelly. He thanked the Commission for opening their homes for the meeting.

L. COMMENTS FROM PLANNING COMMISSIONERS: (2:11:32) Commissioner Aprill said he knew steep slopes were a condition in the R3 district and he's been thinking about it and wanted to look at steep slopes with houses on them. He mentioned the house on Hoxie Rd. and how well they built it into the hill. He loves to see farmland preserved and feels hillsides are adequate for building homes.

M. COMMENTS FROM STAFF: Commissioner Elliott had an emergency and was unable to attend the meeting, but it was going to be her last meeting with the Planning Commission so she has a letter she will send over that Staff will forward to the Commissioners. Staff believes there is an ad in the Leelanau Enterprise to fill that position. There are also applications in the township hall. Also, citizens can email their interest to the township supervisor.

N. PUBLIC COMMENT: (2:15:43) None

O. ADJOURN: CHAIRMAN BECHTOLD ANNOUNCED THE MEETING WOULD BE ADJOURNED UPON ROLL CALL AT 9:17 PM. COMMISSIONER KUZMA-AYE, COMMISSIONER APRILL-AYE, COMMISSIONER LUTA-AYE, COMMISSIONER TREVAS-AYE, COMMISSIONER ROBERTS-AYE, CHAIRMAN BECHTOLD-AYE.

A REGULAR MEETING OF THE LEELANAU COUNTY PLANNING COMMISSION WAS HELD ON TUESDAY, JULY 28, 2020, AT THE LEELANAU COUNTY GOVERNMENT CENTER.

Proceedings of the meeting were recorded and are not the official record of the meeting. The formally approved written copy of the minutes will be the official record of the meeting.

CALL TO ORDER

Meeting was called to order at 5:30 p.m. by Chairman Goldschmidt who led the Pledge of Allegiance.

The meeting was held at the Leelanau County Government Center, 8527 E. Government Center Dr., Suttons Bay, MI and via ZOOM.

ROLL CALL

Members Present: D. Hubbell (5:36), R. Miller, T. Nixon, S. Yoder, C. Noonan
(via ZOOM)

Members Present: V. Goldschmidt, E. Winkelman, D. McCulloch,
(At Government Center) G. Carlson, M. Black, M. Lautner

Members Absent: None

Staff Present: T. Galla, Director, G. Myer, Senior Planner
(At Government Center)

Public Present: None

CONSIDERATION OF AGENDA

Motion by McCulloch, seconded by Winkelman, to accept the agenda as presented. Motion carried 10-0.

CONFLICT OF INTEREST – None.

PUBLIC COMMENT – None.

STAFF COMMENTS

Galla said the 2021 budget has been submitted to the County Board and they were able to hold the numbers steady. The next Household Hazardous Waste & Electronics Collection on September 12th in Peshawbestown, will include document shredding and the September 19th Tire Collection, will be held at the Government Center. Galla concluded, saying the Housing Action Committee's presentation to the County Board will be in August.

(Hubbell present)

CONSIDERATION OF JUNE 23, 2020 MEETING MINUTES

Motion by McCulloch, seconded by Carlson, to accept the minutes as presented. Motion carried 11-0.

NEW BUSINESS

Capital Improvement Program (CIP)

Goldschmidt mentioned two items for review, a PolyCom and new server. Galla stated the current PolyCom System belonged to the courts and the county would like to purchase their own at a cost up to \$9,000.00. The new server cost is \$20,000.00. The PolyCom ranked a Priority 1 and the server ranked a Priority 2.

Motion by Winkelman, seconded by Black, to accept the CIP as amended, including page numbers on the table of contents.

Discussion ensued.

Winkelman suggested the table of contents page include the page numbers associated with each part. Lautner supported his suggestion and pointed out a typo on page 25.

Motion on the table carried 11-0.

Poster Plan for General Plan

Winkelman questioned where and how this document would be used. Galla stated it was a quick summary of the Leelanau General Plan and the idea is to have it available as a hand out, distribute them to municipalities and the Chamber of Commerce. Winkelman asked if it could be used as an introductory document on the county website to precede the Leelanau General Plan.

Nixon stated it was reader friendly. Yoder commented that it was a very attractive document. Miller questioned how the Map 5-2d looked on the printed copy because the contours seemed distorted to him. Hubbell praised staff for doing a good job.

Winkelman said it was a good beginning, staff should update it and bring it back for approval.

Motion by McCulloch, seconded by Winkelman, to accept the Poster Plan as presented, without modification. Motion carried 11-0.

Winkelman suggested sending a copy to Tom Nelson at the Leelanau Conservancy.

Proposed changes to Bylaws

Galla explained this was taken directly from the County Board of Commissioners Rules of Order and Procedures. Slight modifications were made to reflect the County Planning Commission members, instead of the Board.

Goldschmidt requested the proposed amendment be read. Galla read the amendment which was included in the meeting agenda packet.

Motion by McCulloch, seconded by Winkelman, to accept the proposed amendment to the Bylaws as read.

Discussion continued.

Nixon said #2 is troubling, we can only attend via ZOOM twice a year? Galla said this rule did not apply during COVID 19. Lautner said the two-meeting rule was put into place by the County Board in the beginning. It was for "dipping their toe" into the idea of attending via ZOOM. If the county is successful at getting the technology needed, she wouldn't be surprised if the Board of Commissioner increased that number. Nixon said given that

explanation, do we even need #2 right now? Maybe we should wait until the pandemic is over to discuss amending the bylaws.

Hubbell agreed, he doesn't know if #2 is needed right now. Attending remotely removes the comradery, but until they figure out what is acceptable, they should just leave the bylaws alone. Miller agreed, item #2 should be deleted and revisited after COVID 19. He questions if Section 4.2 is saying individuals participating via ZOOM are not part of the quorum, do their votes count? McCulloch stated the quorum consists of those people on site, but the votes via ZOOM do count. Miller asked how that would stand up in court. Carlson questioned what the definition of "present" was. You are counted as present at the beginning of the meeting, and she feels that counts as part of the quorum.

Miller asked if those attending via ZOOM are not counted as part of the quorum in attendance, what is the majority vote is based on? Galla thought the reason for the onsite quorum is because if technical problems arise and those on ZOOM are lost, the meeting could continue if a quorum was on site. Lautner suggested staff take this amendment back to the County Administrator, through their attorney who helped draft the language, if members are not comfortable with the document. She does not want to stray too far away from the rules that the Board of Commissioners has set, because they were based on some logic. She is comfortable with #2, because once COVID 19 is over, it will already be in place.

Hubbell didn't see any language implementing procedures after the pandemic. The language as drafted, doesn't fix the quorum issue if the pandemic gets worse and it's not possible to attend in person. We need something to allow us to move forward via ZOOM. Yoder said the executive order allows them to move forward while attending via ZOOM. Once that lifts, then the amendments to the bylaws would take effect. The amendment doesn't affect what is happening right now. Nixon felt those present via ZOOM should be just as much a part of the quorum as those present in person.

Winkelman suggested approving the amendment, and passing their comments and concerns along to the County Administrator and the County Board, to see if they share in those concerns. Lautner supported this idea.

Ayes – 67 (Noonan, Yoder, Black, Carlson, Hubbell, Lautner, McCulloch, Winkelman)

No – 3 (Goldschmidt, Miller, Nixon)

Motion passed.

Galla stated if you pass this, it is going into your bylaws. Then you want to send your concerns to the County Board? Shouldn't the questions be raised first so that the county's attorney can respond before it goes into the bylaws? Goldschmidt stated if they are not satisfied with it, they should get their act together before they put it into the bylaws. The only motion to go ahead with now is to postpone the vote or make a motion to suspend or table the motion. Lautner stated that the motion had already passed by a majority vote.

Motion by Winkelman to put the "passed motion" in a state of suspended animation until they hear from the County Administrator and the County Board. Motion failed for lack of second.

Goldschmidt said staff could simply take this as an "action item" to go along with the previous motion passed.

Galla said she interrupted earlier because she felt the members attending via ZOOM didn't hear the motion and were not sure which way they were voting. However, commissioner Lautner is correct, you did already have a majority vote to pass the motion.

Lautner stated the number of meetings allowed via ZOOM will be addressed once the pandemic is over. Meeting via ZOOM is confusing, disruptive, and you clearly can't hear what is going on. Nixon asked for clarification on what the approved motion included because he wanted to be sure that they approved the proposed changes as

presented. Lautner assured members that as the County Board representative, she will take all the comments and concerns to the County Board.

Elmwood Township – Uses & Procedures for Approval in Neighborhood Commercial (NC)

Galla briefly reviewed the staff report, stating this amendment is changing some of the uses and procedures in Neighborhood Commercial (NC). The intent of the townships NC District is to develop it as a seamless blend of commercial, public, and residential uses. NC zoning district uses shall be designed with pedestrian accessibility in mind to minimize auto dependency. Galla continued, stating staff didn't find any concerns with the language. This amendment changes #56 Kennels from site plan review with planning commission approval (Psp) to Special Use Permit (SUP). The proposed text also removes #68, seasonal indoor vehicle storage including boats, and removes #75, Vehicle Service, from Section 5.4. The online edition of the township zoning ordinance shows #74 as Vehicle Service, not #75. Galla concluded, saying the proposed text also amends #83, Mini Warehouse, but the online edition shows Mini Warehousing as #82 in Section 5.4, not #83.

Goldschmidt noted in the motion made at the township, the transfer for public hearing does not go to the township board, it comes to the county Planning Commission. Also, no one was present at the public hearing for this hot topic, were proper procedures followed with regard to publishing the notice?

Motion by Winkelman, seconded by McCulloch, to forward staff report, minutes and all comments to Elmwood Township Planning Commission. Motion carried 11-0

ZBA Training Session – September 23 (webinar)

Galla stated this session will now be a webinar and they need to decide on a time and if they will charge participants to attend. In the past, they have charged \$20.00 - \$40.00, which included food and handouts. Mary Reilley's charge for this webinar is \$300.00. Do members want to take this out of their Training budget? Galla explained that if they use money from their budget to cover the cost, then only residents of Leelanau County will be invited.

Discussion ensued.

Galla asked if members wanted to open enrollment up to people outside Leelanau County. Nixon asked about pre-enrollment to get an idea of how many people might participate.

Members agreed to the 5:30 – 7:30 p.m. time for the webinar.

Motion by Nixon, seconded by Yoder, to use funds currently in the training budget to host this webinar, to begin at 5:30 p.m. Motion carried 10-0. Winkelman opposed.

Outreach to Townships/Villages

Noonan said Empire Township passed a motion to put a mileage increase for the fire department on the ballot.

Hubbell mentioned the sewer point of sale inspection ordinance Centerville Township is working on. Goldschmidt said he wants to get in touch with the townships to find out what they want from the Planning Commission. How can they have a better relationship? He would like to revisit this again next month.

REPORTS

Education Committee

Winkelman suggested discussing tourism in the future because the county is doing very well right now with everyone coming up here instead of flying somewhere else. Leelanau County is enjoying a hidden benefit of COVID 19, but in the future this benefit could go by the wayside.

Housing Action Committee – Nothing to report.

Parks & Recreation Committee

Noonan said remodeling of the grub shack is taking place soon and they are still working on Veronica Valley grant.

Reports from LCPC members of attendance at township/village meetings, or other meetings/training

Nothing to report.

COMMUNICATIONS – Planning & Zoning News was available.

PUBLIC COMMENTS – None.

STAFF COMMENTS – None.

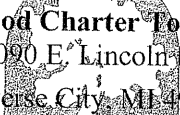
COMMISSIONER & CHAIRPERSON COMMENTS

Winkelman stated work on Bohemian Rd. will be done the end of August. He also mentioned the article in the *Leelanau Enterprise* about the county road commission and said the election may solve some of their issues.

Goldschmidt said “thank you, we have a great gang!”

Meeting adjourned at 6:51p.m.

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: September 8, 2020

RE: Fireworks Ordinance

Attached is a draft fireworks ordinance that addresses consumer fireworks and display fireworks. Consumer fireworks are fireworks that can be purchased at the store and used by an individual. Display fireworks are done by a professional and are typically of a larger size, i.e. Cherry Festival. This ordinance is intended to replace our existing consumer ordinance and would be the first ordinance for display fireworks.

Under State Law, consumer fireworks are allowed at all times unless regulated by the Township and there are certain days that that the Township is not allowed to ban them. These days/times are reflected in Section 4.

This amendment stems from a request for an individual to use consumer fireworks on a day not allowed. The attorney determined that if there was an ordinance for display fireworks, that ordinance could also apply to consumer fireworks on days outside of the State required days. The Board was interested in this and direct the Fire Chief to work with the Attorney to get the proper ordinances together. The attorney, Fire Chief, and I have worked on this draft and are bringing it to the Board for your first review.

**ELMWOOD CHARTER TOWNSHIP
CONSUMER AND DISPLAY FIREWORKS ORDINANCE
Ordinance No. ____ of 2020**

AN ORDINANCE PURSUANT TO ACT 256 OF THE PUBLIC ACTS OF 2011, AS AMENDED, AND PURSUANT ACT TO 359 OF THE PUBLIC ACTS OF 1947, AS AMENDED, TO PROHIBIT THE IGNITION, DISCHARGE, AND USE OF CONSUMER FIREWORKS WITHIN THE TOWNSHIP, EXCEPT AS PERMITTED BY STATE LAW OR AUTHORIZED BY THE TOWNSHIP BOARD, TO PROVIDE FOR REGULATION OF THE IGNITION, DISCHARGE, AND USE OF DISPLAY FIREWORKS, AND TO PROVIDE PENALTIES FOR VIOLATIONS THEREOF

THE CHARTER TOWNSHIP OF ELMWOOD ORDAINS:

Section 1. Findings.

The Elmwood Charter Township Board makes the following findings: Public Act 359 of 1947 (MCL 42.1, *et seq.*) authorizes Elmwood Charter Township to enact ordinances that regulate the public health, safety and general welfare of persons and property. Public Act 256 of 2011, as amended (MCL 28.451, *et seq.*) authorizes Elmwood Charter Township to enact an ordinance regulating the ignition, discharge, and use of consumer fireworks and regulating the ignition, discharge, and use of display fireworks. The Elmwood Charter Township Board hereby finds that an ordinance prohibiting the ignition, discharge, and use of consumer fireworks, to the extent allowed by Public Act 256 of 2011, as amended, and as authorized by the township board, is in the interest of public health, safety and general welfare of persons and property within Elmwood Charter Township. The Elmwood Charter Township Board further finds that an ordinance regulating the ignition, discharge, and use of display fireworks, is in the interest of public health, safety and general welfare of persons and property within Elmwood Charter Township.

Section 2. Title.

This Ordinance shall be known as the Elmwood Charter Township Consumer and Display Fireworks Ordinance.

Section 3. Definitions. As used in this Ordinance,

“Consumer fireworks” means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 CFR parts 1500 and 1507, and that are listed in

APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include display fireworks and low-impact fireworks.

"Display fireworks" means large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation, as provided in 1. 27 CFR 555.11, 49 CFR 172, and APA Standard 87-1, 4.1.

"Low-impact fireworks" means ground and handheld sparking devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.

"Person" means an individual, agent, association, charitable organization, company, limited liability company, corporation, labor organization, legal representative, partnership, unincorporated organization, or any other legal or commercial entity.

Section 4. Ignition, Discharge, and Use of Consumer Fireworks.

No person shall ignite, discharge, or use consumer fireworks within Elmwood Charter Township at any time, except during any of the following days and times and except as authorized by the Elmwood Charter Township Board under this Ordinance:

- (a). After 11 a.m. on December 31 and until 1 a.m. on January 1.
- (b). After 11 a.m. and until 11:45 p.m. on the Saturday and Sunday immediately preceding Memorial Day.
- (c). After 11 a.m. and until 11:45 p.m. on June 29 through July 4.
- (d). If July 5 falls on a Friday or Saturday, then after 11:00 a.m. and until 11:45 p.m. on July 5.
- (e). After 11 a.m. and until 11:45 p.m. on the Saturday and Sunday immediately preceding Labor Day.

Section 5. Application and Fee Requirements for Consumer Fireworks Permit.

A person who desires to ignite, discharge, or use consumer fireworks within Elmwood Charter Township on days not authorized under Section 4 of this Ordinance shall, no less than sixty (60) days prior to the proposed date of the display, submit a complete application to the township clerk and pay the required fee, which shall be determined from time to time by resolution of the township board. If the applicant fails to provide all the information required by this Ordinance, then the application shall be deemed incomplete, shall not be processed, and may be denied by the township board on that basis. The application shall include all of the following information and any information

deemed reasonably necessary by the township board to determine whether the applicable standards for approval provided in Section 6 have been met.

- (a) Proof that the applicant is 18 years of age or older.
- (b) The proposed date(s) for the ignition, discharge, or use consumer fireworks.
- (c) A written statement from the property owner consenting to the ignition, discharge, or use consumer fireworks on the owner's land.
- (d) A site plan stating the address where the consumer fireworks display will be held, documenting the land area of the parcel on which the consumer fireworks display will be located, documenting how the display will be conducted, and documenting the types of consumer fireworks that will be used in the display.
- (e) A written statement indicating that the individual(s) who will be conducting the display and all persons assisting with the display will use the consumer fireworks as directed by the manufacturer of the consumer fireworks.
- (f) A written statement describing the organized event for which the consumer fireworks display will be conducted and an estimate of the number of individuals who will be attending the organized event.
- (g) A written statement indicating how the applicant plans to ensure that the individual(s) who will be conducting the display and all persons assisting with the display will be free from any alcohol in their blood immediately prior to and during the display.
- (h) A written statement that the applicant and the property owner agree to enter into an indemnification agreement with the township acceptable to the township attorney that holds the township harmless from any liability and costs to the township in connection with the display.

Section 6. Standards for Approval of Consumer Fireworks Permit.

The township board shall approve, or approve with conditions, an application to ignite, discharge, or use consumer fireworks on days not authorized under Section 4 of this Ordinance only upon a finding that the application complies with all of the following standards:

- (a) The applicant is an individual 18 years of age or older.
- (b) The property owner on which the consumer fireworks display will be conducted has consented in writing to the display.

- (c) The property on which the consumer fireworks display will be conducted is no less than five (5) acres in area.
- (d) The consumer fireworks display will be conducted in conjunction with an organized event at which no less than 100 individuals are anticipated to attend.
- (e) The applicant and property owner have agreed to enter into an indemnification agreement with the township that is acceptable to the township attorney that holds the township harmless from any and all liability in connection with the display.
- (f) The applicant and property owner have agreed to enter into an agreement with the township that is acceptable to the township attorney in which the applicant and property owner agree, jointly and severally, to reimburse the township for its reasonable fire service and EMS costs incurred in responding to a fire and/or EMS call in connection with the display.
- (g) The applicant and property owner have substantially complied with the terms and conditions of previously issued consumer fireworks permits under this Ordinance.
- (h) Given the duration and frequency of previous consumer fireworks displays on the property on which the proposed consumer fireworks display will be conducted, the proposed consumer fireworks display will not constitute a nuisance for surrounding properties or the neighborhood.
- (i) The applicant has adequate plans in place (1) to ensure that the individual(s) who will be conducting the display and all persons assisting with the display will be free from any alcohol in their blood immediately prior to and during the consumer fireworks display and (2) to ensure public safety and the safety of individuals assisting with the display.

Section 7. Ignition, Discharge, and Use of Display Fireworks.

No person shall ignite, discharge, or use display fireworks within Elmwood Charter Township, except as authorized by a permit issued by the Elmwood Charter Township Board pursuant to this Ordinance.

Section 8. Application and Fee Requirements for Display Fireworks Permit.

A person who desires to ignite, discharge, or use display fireworks within Elmwood Charter Township shall no less than sixty (60) days prior to the proposed date of the display submit a complete application to the township clerk and pay the required fee, which shall be determined from time to time by resolution of the township board. If the applicant fails to provide all the information required by this Ordinance, then the

application shall be deemed incomplete, shall not be processed, and may be denied by the township board on that basis. The application shall include all of the following information and any information deemed reasonably necessary by the township board to determine whether the applicable standards for approval provided in Section 9 have been met.

- (a) A completed application form provided to the township by the Michigan Department of Licensing and Regulatory Affairs, Bureau of Fire Services, State of Michigan, or any successor agency.
- (b) Proof that the applicant is 18 years of age or older.
- (c) The proposed date(s) for the ignition, discharge, or use the display fireworks.
- (d) A written statement from the property owner consenting to the ignition, discharge, or use display fireworks on the owner's land.
- (e) A site plan stating the address where the display fireworks will be held, documenting the land area of the parcel on which the display fireworks will be located, documenting how the display will be conducted, and documenting the types of display fireworks that will be used in the display.
- (f) A written statement describing the organized event for which the display fireworks will be conducted and an estimate of the number of individuals who will be attending the organized event.
- (g) If the applicant is not a resident of the State of Michigan, then written proof that the applicant has appointed in writing a resident member of the bar of this state or a resident agent to be the legal representative upon whom all process in an action or proceeding against the person, firm, or corporation may be served.
- (h) Proof of financial responsibility by a bond or insurance policy that names the township as an additional named insured from a company in good standing that is licensed to do business in the State of Michigan in an amount not less than \$1,000,000 for a single occurrence and \$2,000,000 in the aggregate to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the applicant or an agent or employee of the applicant to protect the public.
- (i) Proof of the training and qualifications of the individual who will be igniting, discharging, or using the display fireworks.
- (j) A written statement indicating that the applicant and property owner have agreed to enter into an agreement with the township that is acceptable to the township attorney in which the applicant and property owner agree, jointly and severally, to

reimburse the township for its reasonable fire service and EMS costs incurred in responding to a fire and/or EMS call in connection with the display.

- (k) A site plan stating the address where the display fireworks will be stored prior to the proposed date of the display, documenting the type of building in which the display fireworks will be stored prior to the proposed date of the display, stating the address where the display will be held, documenting how the display will be conducted, documenting the location where the shells will be discharged (the launch area), documenting the size of the shells that will be used in the display, documenting all structures in the area of the display and the distance between the launch area and those buildings, documenting the spectator viewing area and the distance between the launch area and spectator viewing area, documenting the parking area for vehicles and the distance between the launch area and parking area, and documenting all structures in the discharge fallout area.
- (l) A written statement indicating how the applicant plans to ensure that the individual who will be conducting the display and all persons assisting with the display will be free from any alcohol in their blood immediately prior to and during the display.
- (m) A written safety plan documenting how the applicant and the individual(s) who will be conducting the display will deal with the situation where a fireworks shell does not explode.
- (n) A written plan documenting how the applicant plans to clean up the site of the display.
- (o) A written statement that the applicant and property owner agree to enter into an indemnification agreement with the township acceptable to the township attorney that holds the township harmless from any liability in connection with the display.
- (p) A written statement documenting that the applicant has provided written notice to the owners and occupants of property within 300 feet of the property on which the display will be conducted (measured from the property lines) indicating the date and time of the display.

Section 9. Standards for Approval of Display Fireworks Permit.

The township board shall approve, or approve with conditions, an application to ignite, discharge, or use display fireworks only upon a finding that the application complies with all of the following standards:

- (a) The applicant is an individual 18 years of age or older.

- (b) The property owner on which the display fireworks will be conducted has consented in writing to the display.
- (c) The property on which the display fireworks will be conducted is no less than five (5) acres in area, or the display fireworks will be discharged from a barge anchored to the bottomland of a navigable body of water.
- (d) The display fireworks will be conducted in conjunction with an organized event at which no less than 200 individuals are anticipated to attend.
- (e) The applicant or the individual(s) who will be conducting the display has the training and certification in compliance with the National Fire Protection Association (NFPA) Codes 1123, 1124 & 1126, as may be amended from time to time, and is in full compliance with the Alcohol, Tobacco, Firearms & Explosives requirements.
- (f) If the applicant is not a resident of the State of Michigan, the applicant has appointed in writing a resident member of the bar of this state or a resident agent to be the legal representative upon whom all process in an action or proceeding against the person, firm, or corporation may be served.
- (g) The applicant has obtained a bond or insurance policy that names the township as an additional named insured from a company in good standing that is licensed to do business in the State of Michigan in an amount not less than \$1,000,000 for a single occurrence and \$2,000,000 in the aggregate to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the applicant or an agent or employee of the applicant to protect the public.
- (h) The applicant and property owner have agreed to enter into an indemnification agreement with the township that is acceptable to the township attorney that holds the township harmless from any and all liability in connection with the display.
- (i) The applicant and property owner have agreed to enter into an agreement with the township that is acceptable to the township attorney in which the applicant and property owner agree, jointly and severally, to reimburse the township for its reasonable fire service and EMS costs incurred in responding to a fire and/or EMS call in connection with the display.
- (j) The applicant and property owner have substantially complied with the terms and conditions of previously issued display fireworks permits under this Ordinance.
- (k) Given the duration and frequency of previous display fireworks events on the property on which the proposed display fireworks event will be conducted, the

proposed display fireworks will not constitute a nuisance for surrounding properties or the neighborhood.

- (l) The applicant has adequate plans in place (1) to ensure that the individual(s) who will be conducting the display and all persons assisting with the display will be free from any alcohol in their blood immediately prior to and during the display, (2) to ensure public safety and the safety of individuals assisting with the display when a fireworks shell does not explode, and (3) to ensure the proper cleanup of the site following the display.
- (m) The storage of the fireworks prior to the display, the manner of conducting the display, the location of the spectator viewing area and the parking area in relationship to the location of area where the fireworks will be discharged, and the discharge fallout area are reasonably safe for the general public, for the property owners and residents in the immediate area, and for the individual(s) assisting with the display.
- (n) The fire chief has reviewed and approved the display to ensure compliance with all applicable National Fire Protection Association (NFPA) Codes.

Section 10. Conditions.

The township board may impose reasonable conditions on a consumer fireworks permit or a display fireworks permit issued under this Ordinance which are reasonably necessary to ensure compliance with the standards for approval provided in Section 6 or Section 9, respectively.

Section 11. Fireworks Permit Filing Requirements.

Upon the issuance of a fireworks permit authorizing the ignition, discharge, or use of consumer or display fireworks, the applicant shall file a copy of the permit with the Elmwood Charter Township Fire Department and the Leelanau County Sheriff's Department.

Section 12. Penalty/Civil Infraction.

Any person who violates any provision of this Ordinance shall be responsible for a municipal civil infraction as defined in Public Act 12 of 1994, amending Public Act 236 of 1961, being Sections 600.101-600.9939 of Michigan Compiled Laws, and shall be subject to a civil fine of One Thousand and 00/100 (\$1,000.00) Dollars for each violation of the Ordinance and no other fine or sanction. Five Hundred and 00/100 Dollars of the fine collected under this Ordinance for violations of Section 4 of this Ordinance shall be remitted to the Leelanau County Sheriff's Office, which is responsible for the enforcement of this Ordinance. Each day this Ordinance is violated shall be considered as a separate violation.

Section 13. Enforcement.

The deputies of the Leelanau County Sheriff and other officials appointed by the Township Board are hereby designated as the authorized officials to issue municipal civil infraction citations directing alleged violators of this Ordinance to appear in court.

Section 14. Nuisance.

A violation of this Ordinance is hereby declared to be a public nuisance or a nuisance per se and is declared to be offensive to the public health, safety and welfare.

Section 15. Injunctive Relief.

In addition to enforcing this Ordinance through the use of a municipal civil infraction proceeding, the Township may initiate proceedings in the Circuit Court to abate or eliminate the nuisance per se or any other violation of this Ordinance.

Section 16. Validity.

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not effect any remaining portions or application of this Ordinance, which can be given effect without the invalid portion or application.

Section 17. Repeal.

The Elmwood Charter Township Consumer Fireworks Ordinance, being Ordinance 2015-3, is hereby repealed in its entirety.

Section 18. Effective Date.

This Ordinance shall become effective thirty (30) days after being published in a newspaper of general circulation within the Township.

Ordinance No. ____ was adopted on the ____ day of _____, 2020,
by the Elmwood Charter Township Board as follows:

Motion by: _____
Seconded by: _____
Yeas: _____
Nays: _____
Absent: _____

Connie M. Preston, Clerk

Jeff Shaw, Supervisor

I certify that this is a true copy of Ordinance No. ____ that was adopted at a regular
meeting of the Elmwood Charter Township Board on _____, 2020
and published in the ~~Traverse City Record Eagle~~ on _____, 2020.
Leelanau Enterprise

Dated: _____

Connie M. Preston, Clerk

**Charter Township of Elmwood
Fireworks Display Permit Application
Non-Refundable Permit Fee \$100**

P A I D

AUG 27 2020

Check # 1065

*Rept #
19919*

Applicant Great Lakes Fireworks **Date** 8/24/2020
Contact Person Bruce Tyree **Phone #** 989-942-0684
Address 9720 S Center Hwy **City** Traverse City **ST** MI
Location of Event Brengman Bros Winery

Date of Event 10/10/20 **Starting Time** aprx:8pm **End Time** aprx:8:10
Rain Date (if applicable) N/A

Attach full schedule/description of all events to be covered (e.g., Brochure/Flyer)

Describe Emergency Evacuation Procedures:
(In case of medical emergency, fire, weather, etc.)

Estimated Total Attendance per Day Unknown
Number of Years Event Has Been Held _____
Name of Pyrotechnical Director Great Lakes Fireworks LLC.
Independent Contractor Yes No _____ **Licensed** Y No _____
License No. 4-MI-099-27-7L-01174 and 4-MI-099-51-7L-01173
If not licensed, certified? Yes _____ No _____ **Certificate #** _____
When & where certification was received _____

Number of years of experience 20+
Pyrotechnical Director's years of experience 20+

**INSURANCE CERTIFICATE IS MANDATORY AND MUST
NAME ELMWOOD TOWNSHIP AS AN ADDITIONAL INSURED.**

Name of Insurance Co. Allied Specialty Insurance, Inc. **Phone #:** 1-800-237-3355
Policy # See attached certificate

Policy must be submitted to the Elmwood Township Clerk for approval by risk management prior to the event.

Complete list of shell sizes and number being ignited _____

Approx. 15- Assorted Barrage Cakes

Approx. 144- 2.5" Assorted Shells

Approx. 72 - 3" Assorted shells

Approx. 12 - 4" Assorted Shells

Are fireworks being ignited over water Y ____ N

If no, describe surrounding area of site See image of attached display site

Describe how any unexploded fireworks/ordnance will be handled/disposed of
GLF will return all unexploded fireworks to its federally licensed warehouse.

Will there be compliance with NFPA Code 1123, 1124 & 1126 (as applicable)? Y
 N ____ If "NO" describe in a separate document the reasons for non-compliance or inapplicability of these NFPA Code sections.

Provide/attach proof of experience or knowledge with the applicable sections of the NFPA Code by the pyrotechnical director of this event.

ALL SITES AND SITE PLANS MUST HAVE BEEN INSPECTED BY, AND HAVE THE APPROVAL OF, THE ELMWOOD TOWNSHIP FIRE DEPARTMENT AND MEET ALL APPLICABLE ELMWOOD TOWNSHIP REQUIREMENTS AND POLICIES PRIOR TO THE FIREWORKS DISPLAY EVENT.

ANY PERMIT ISSUED BY THE TOWNSHIP IS NOT EFFECTIVE UNTIL THERE HAS BEEN COMPLIANCE WITH ALL PORTIONS OF THE TOWNSHIP'S FIREWORKS POLICY INCLUDING, BUT NOT LIMITED TO RETURNING TO THE TOWNSHIP CLERK AN EXECUTED ACKNOWLEDGEMENT AND HOLD HARMLESS AGREEMENT.

Please attach a sketch showing the shooting area, spectator area, crowd control features, and impact area. This sketch shall include all distances, structures in the area, and direction the shells are to be shot.

For Elmwood Township Official Use Only

Review by Township Fire Chief

Approval by Township Board

Name 

Name _____

Date 9/9/2020

Date _____

Listed Security Protection which may be required as a condition of approval:
Charge(s) to applicant by township to be paid in advance of the event

Elmwood Township Fire Department Personnel and Equipment

of Firefighters 0

Total Cost of Firefighters 0

\$ 0 per truck

\$ 0 per ambulance

IMPORTANT CONTACT PHONE NUMBERS

Elmwood Township Fire Department (non-emergency) number: 231-941-1647
Leelanau County Emergency Management/ 9-1-1 Central Dispatch: 231-256-8775
Leelanau County Sheriff's Department: 1-866-256-8800 or 231-256-8800

ACKNOWLEDGMENT

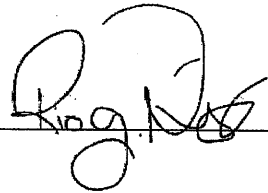
and

HOLD HARMLESS AGREEMENT

IN CONSIDERATION OF THE ISSUANCE BY THE CHARTER TOWNSHIP OF ELMWOOD (THE "TOWNSHIP") OF A FIREWORKS DISPLAY PERMIT TO THE UNDERSIGNED APPLICANT (THE "APPLICANT"), THE APPLICANT ACKNOWLEDGES THAT, IN REVIEWING AND ISSUING PERMITS, REPRESENTATIVES OF THE TOWNSHIP ARE ONLY PERFORMING DUTIES REQUIRED BY STATUTE AND TOWNSHIP POLICY AND ARE NOT WARRANTING TO THE APPLICANT OR TO ANY THIRD PARTY ANY ASPECT OF THE PROPOSED FIREWORKS EVENT OF THE APPLICANT, OR THE SAFETY OF THE FIREWORKS AND DISCHARGE.

FURTHERMORE, THE APPLICANT AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE TOWNSHIP, ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION OF ANY ONE OR MORE THIRD PARTIES ARISING OUT OF OR RELATING TO THE TOWNSHIP'S ISSUANCE OF A PERMIT OR PERMITS, OR ARISING OUT OF OR RELATING TO THE DESIGN OR ENGINEERING DONE BY APPLICANT PURSUANT TO SUCH PERMIT OR PERMITS, OR ARISING OUT OF OR RELATING TO THE FIREWORKS DISPLAY AND DISCHARGE. ALL REFERENCES IN THIS AGREEMENT TO APPLICANT INCLUDES APPLICANT'S EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS OF ANY OTHER PERSONS OR ENTITIES PERFORMING WORK PURSUANT TO THE ISSUANCE OF THE FIREWORKS DISPLAY PERMIT BY THE TOWNSHIP.

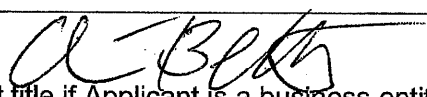
Rio Nicolaou



NAME OF APPLICANT

By: Great Lakes Fireworks LLC.

Its: Office Manager - Chris Beltz


(insert title if Applicant is a business entity)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	
	PHONE (A/C, No, Ext): 727-547-3070 FAX (A/C, No): 727-367-5695 E-MAIL ADDRESS: mkugler@alliedspecialty.com	
INSURED GREAT LAKES FIREWORKS, LLC 24805 MARINE EASTPOINTE MI 48021	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: T.H.E. Insurance Company	12866
	INSURER B: AccidentFund Insurance Company of America	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP0100711-10	01/15/2020	01/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0100711-10	01/15/2020	01/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ELP0010168-10 (VL)	01/15/2020	01/15/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ARP12001480400 Coverage is afforded in the State(s) of: MI	01/15/2020	01/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability GL Inland Marine / Hull		ELP0011852-05 (GL) CPP0100711-10	01/15/2020 01/15/2020	01/15/2021 01/15/2021	Ea Occur / Agg Limit \$4,000,000 Hull Limit \$250,000 Show Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Display Date: October 10th 2020 Rain Date: N/A Location: Brengman Bros Winery, Traverse City, MI
 RE: General Liability, the following are named as additional insured arising out of the negligence of the named insured :
 Elmore Township and all its elected and appointed officials, employees, volunteers, boards, commissions and or other authorities.
 Juniper and Lace and Brengman Bros Winery

CERTIFICATE HOLDER Rio and Nic 20783 Maybury Park Drive, Northville, MI 48167 Cert# 20104	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Carol A. Sena</i>
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PLAN REVIEW

TYPE: Application for Fireworks Display Permit
LOCATION: Brengman Brothers, 9720 S. Center Hwy (633), Traverse City, MI 49684
APPLICANT: Great Lakes Fireworks

REVIEW DATE: September 9, 2020 **REVIEWED BY:** Keith Tampa, Fire Chief

Event Date/Time:	October 10, 2020 at 8pm			Alternate Date/Time:	None	
Contact #1: (Applicant)	Name	Bruce Tyree	Primary Phone #	989-942-0684	Secondary Phone #	---
Pyrotechnic Operator:	Name	Great Lakes Fireworks	Primary Phone #	Same as Contact #1	Secondary Phone #	---
ATF License #:	4-MI-099-27-7L-01174		4-MI-099-51-7L-01173		---	
	<u>Display Site</u>		<u>Preparation Site</u>		<u>Storage Site</u>	
Location:	Brengman Brothers, 9720 S. Center Hwy, Traverse City, MI 49684 – Middle of south vineyard		Same as Display Site		Not on site	
<u>Documents Submitted/Reviewed</u>						
<ul style="list-style-type: none"> ✓ Charter Township of Elmwood Fireworks Display Permit Application ✓ Site Plan ✓ Charter Township of Elmwood Acknowledgement and Hold Harmless Agreement ✓ Proof of applicant or contracted pyrotechnic operator's Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives current issued license (on file) ✓ Proof of Certificate of Liability Insurance naming The Charter Township of Elmwood as an additional insured with Great Lakes Fireworks insurance carrier 						

It is my recommendation that, in addition to complying with Federal and State regulations and NFPA 1123 Code for Fireworks Display (2010 edition), that the applicant also complies with and provides the following:

Storage and Transportation of Fireworks / Preparation of Fireworks

- No storage of the display fireworks (Product) shall occur on site prior to preparation.
- The Product shall be delivered and prepared the same day as the event unless prior arrangements have been made with the Elmwood Township Fire and Rescue Department (EFD.)
- Delivery of the Product to the site will be coordinated with EFD to allow for inspection of the site.
- Access shall be restricted within a minimum 100-foot radius of the Product preparation area. This area shall be considered the preparation site and access shall be restricted to only those

authorized by Great Lakes Fireworks, or EFD. Access to this area shall be restricted whenever the Product is on site.

- The preparation site shall be designated by signs, flagging, fencing, or other EFD approved means to prevent unwanted access.
- The Product shall not be left unattended upon delivery to the preparation site.
- No smoking or alcohol shall be allowed within the preparation area. “No Smoking” signs shall be posted around the preparation site perimeter in conspicuous locations.
- Only vehicles of authorized personnel will be allowed within the preparation site and will be located away from the Product assembly area.
- No open flames shall be allowed within the preparation site.
- A minimum of 1 portable water fire extinguisher shall be readily accessible within the preparation site.
- The Product shall be kept dry and protected.
- If the event is to be rescheduled, or for other reasons the Product is to remain at the preparation site overnight, the following minimum requirements shall be met:
 - All fireworks shall be made safe to prevent firing.
 - All above requirements shall be enforced and an authorized person shall remain on site and capable of communication with law enforcement and fire services.
 - Notification shall be made to both law enforcement and fire services of the overnight status of the fireworks.

Inspection of Fireworks

- A representative from EFD shall be at the preparation site prior to the arrival of the Product and shall work with the applicant and/or display operator to ensure compliance with Township requests.
- The Product shall be inspected for safe use by Great Lakes Fireworks after delivery to the preparation site.
- If upon inspection, fireworks are not safe for use, they shall be made safe and/or secured according NFPA 1123 and rules established above.

Display Site

- The display site shall originate from the center of the preparation site and shall have a minimum 280-foot radius (560 feet in diameter.)
- The display site shall be cleared and maintained free of any unauthorized personnel prior to the discharge of any Product and through the end of the event.
- The display site perimeter shall be secured to reduce the chance of unauthorized entry. This shall require the use of monitoring personnel or other EFD approved restrictive measures. The number and placement of monitors will be coordinated with Great Lakes Fireworks.
- The northern option for a display site does not fit on the property. If this site is needed, written permission must be obtained for the property owner(s) that fall within this display site.

Operations

- A reliable method of communicating with onsite Great Lakes Fireworks personnel shall be made available to the EFD throughout preparation and display event. Commonly this is the

display operator, or other onsite individual with the overall responsibility for the assembly and discharge of the fireworks.

- “No person shall be present in the discharge site [preparation or display area] with alcohol in his or her system or while under the influence of drugs that are not over-the-counter or prescription medications used in compliance with the manufacturer’s or physician’s written instructions.” [NFPA 1123]
- “No person shall be present in the discharge site [preparation or display area] while under the influence of over-the-counter or prescription medications that impair the judgement, mobility, or stability of the user to such a degree that he or she cannot understand and conform to the requirements of the applicable laws, regulations, and standards governing the display.” [NFPA 1123]
- The Leelanau County Sheriff’s Office shall be notified of the preparation and display site location.
- The primary contact for all emergencies shall be Leelanau County 911 who will dispatch appropriate resources.
- Prior to the event, the display operator shall ensure the demonstration of the safety function of any switch box or other safety measures for fire department officials. These are related to safety procedures to stop the discharge of the Product and/or to render the site reasonably safe if an emergency occurs.
- Emergency procedures shall be described to the fire department officials which include the following information:
 1. Description of the means of alerting staff of emergencies.
 2. Identification of the signal and means to notify the display operator, sponsor, or both to terminate the loading or firing of fireworks in the event a hazard arises during the display.
 3. Identification of the means of notifying public emergency resources.
 4. Emergency reporting instructions describing the information that should be provided to emergency operators or responders.
- Conditions for the safe conduct of the display shall be assessed on the date of the display. If in the opinion of the fire department representative, the display poses a significant hazard to life or property, the fire department representative shall revoke approval for the display and shall immediately notify the permit applicant and display operator. The fire department representative may allow the display to continue if the hazard(s) can be mitigated or controlled and conditions allow. The fire department representative’s judgement is final.
- At the conclusion of the display, the display operator shall ensure all Product has been fired or rendered safe. A minimum of 15 minutes after the last ignition shall be required prior to inspection of the display site for unfired Product, “duds”, and other unsafe conditions.
- The display site shall remain closed to unauthorized personnel until after the site inspection and any required mitigation efforts, including the removal of any unfired and “dud” Product.
- All clean up and securing of unfired product shall rest with Great Lakes Fireworks.

Fire Department and Township Resources

- The fire department shall develop an Incident Action Plan for this event.
- The fire department shall provide a liaison between the Township and the display operator to assist with meeting the requirements of the Township.

- The fire department liaison shall coordinate with the display operator the arrival of the Product and the inspection of the preparation site.
- If, in the opinion of the fire department liaison, Township requirements are not being met or the safety and security of the preparation site cannot be maintained, the fire department liaison shall reserve the right to stop fireworks operations until the issues are corrected.
- The fire department may require other preemptive measures for safety prior to the discharge of any Product. This may include wetting down dry vegetation, establishing suppression lines for at-risk structures, and/or fire department apparatus and personnel standing by on site. The determination of any other preemptive safety measures not addressed here will rest with the fire department liaison.
- The fire department liaison shall be available and have communication with the onsite display operator and shall be able to mobilize and coordinate resources in the event of an emergency.
- Costs for any preemptive measures will rest with the applicant. Costs associated with an incident response related directly to the display are subject to the Township’s Cost Recovery Ordinance.

Additional Documentation Requirements

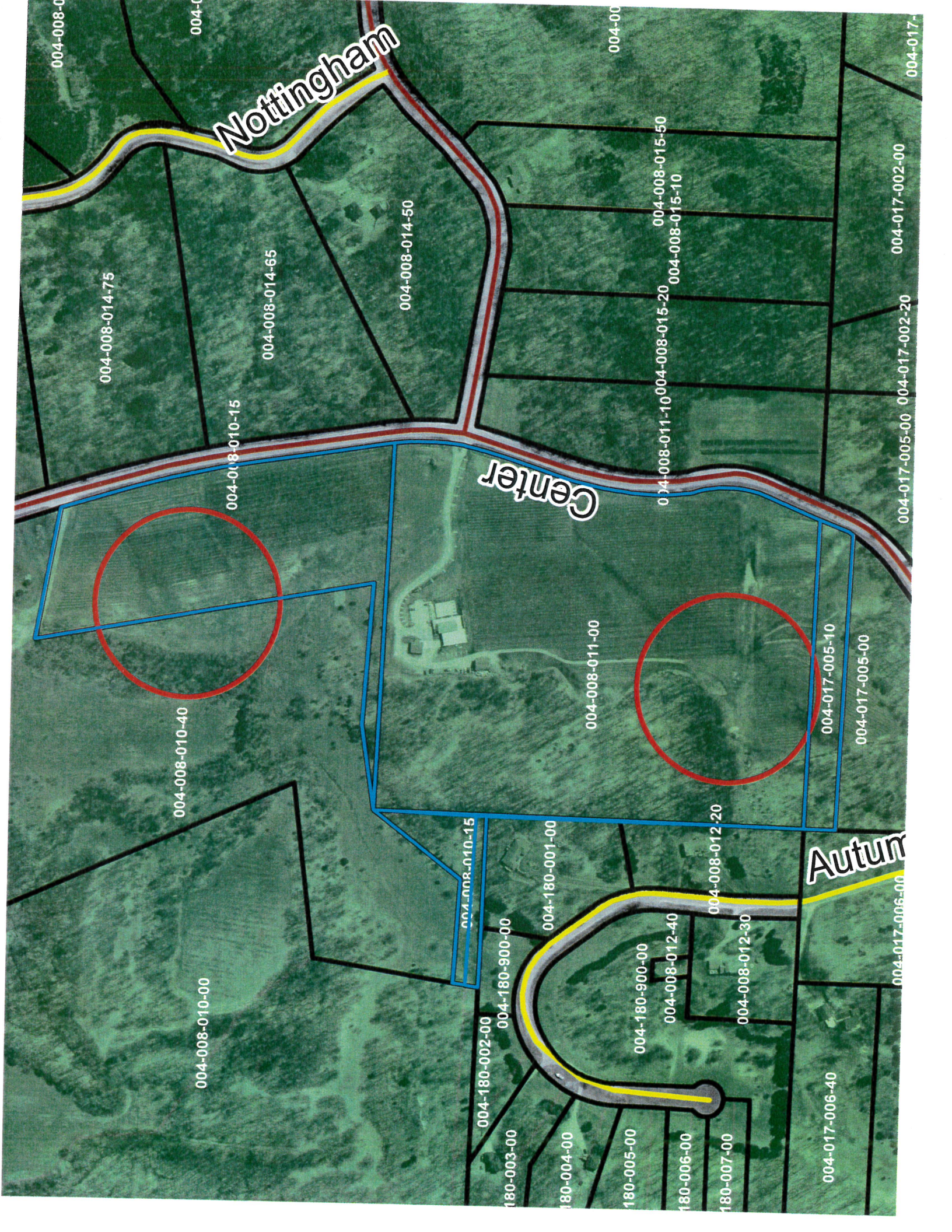
- Written permission from any owner of property, not owned by the applicant, that falls within the display site. Permission must acknowledge the potential impacts or damage to the owner’s property and expressly allow the use of the property for the fireworks display. The written permission must indicate the date and time of the display and grant access by applicant and EFD for activities directly related to the preparation, conducting and termination of the display. Related activities include, but are not limited to, inspecting the site for hazards or impacts before and after the display, and inspecting for and retrieving unfired Product and related equipment.
- Corrected Certificate of Liability Insurance. The jurisdiction is “Elmwood Township”.

Conclusion

This review is not a permit to conduct a fireworks display. These requirements are issued on behalf Elmwood Township Fire Department to the Charter Township of Elmwood Board to support the safe conduct of a fireworks display. The final decision for the issuance of a permit rests with the Elmwood Township Board.

Reviewed By: Elmwood Township Fire Chief Keith Tampa
 Date 9/9/2020

Reviewed By: Elmwood Township Supervisor _____
 Date _____



Nottingham

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004-008-015-10

004-017-002-00

004-018-010-15

004-008-015-20

004-017-002-20

004-008-010-40

004-008-011-00

004-017-005-10

004-017-005-00

004-008-010-00

004-008-010-15

004-180-001-00

004-008-012-20

004-017-006-00

004-180-002-00

004-180-900-00

004-180-001-00

004-180-900-00

004-008-012-40

004-008-012-30

004-017-006-40

180-003-00

180-004-00

180-005-00

180-006-00

180-007-00

Connie Preston

From: Keith Tampa <ktampa@elmwoodfire.org>
Sent: Wednesday, September 09, 2020 11:10 AM
To: Connie Preston
Cc: Jeff Shaw
Subject: EFD - North Flight Agreements
Attachments: NORTH FLIGHT - ALS INTERCEPT AGREEMENT - 2020-09-08.pdf; NORTH FLIGHT - MUTUAL AID AGREEMENT - 2020-09-08.pdf

Connie,

These agreements have been reviewed by the Twp Attorney and are ready for Board review.

These are updates with no major changes except to combine the Original 2017 ALS Intercept Agreement with the 2018 Amendment to the Intercept Agreement. Minor changes include deletion of redundant wording in the Intercept Agreement and a section title change in the Mutual Aid Agreement.

Board authorization is needed to allow the Supervisor to sign both.

Keith T.

*Elmwood Township Fire and Rescue Department
10090 E. Lincoln Road
Traverse City, MI 49684
Stn: (231) 941-1647
Fax: (231)941-9927*

ADVANCED LIFE SUPPORT AMBULANCE INTERCEPT AGREEMENT

THIS AGREEMENT is entered into effective August 1, 2020, between **NORTH FLIGHT, INC.**, a Michigan nonprofit corporation, of 1105 Sixth Street, Traverse City, Michigan 49684 ("North Flight") and **ELMWOOD TOWNSHIP**, a governmental entity, of 10090 East Lincoln Road, Traverse City, Michigan 49684 ("Elmwood").

RECITALS

1. North Flight operates an Advanced Life Support ("ALS") ambulance service throughout Northern Michigan. Elmwood owns and operates a Basic Life Support ("BLS") ambulance service in Traverse City, Michigan.

2. There is a critical need in Grand Traverse and Leelanau Counties for ALS emergency medical services to support the BLS emergency medical services provided by Elmwood. North Flight is willing to provide and Elmwood desires to obtain such services on the terms and conditions set forth in this Agreement.

3. The sole purpose of this Agreement is to fulfill a critical community health care need and the obligation of the parties to the community to provide reasonably available quality emergency medical services. The parties expressly acknowledge that no payment or benefit accorded to any party under this Agreement is directly or indirectly in exchange for the referral of patients and that influencing referral patterns is not a purpose of this Agreement.

TERMS

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. **ALS Services Provided by North Flight.** Upon the request of the appropriate local governmental unit serving as the central dispatcher for emergency medical services in Grand Traverse and Leelanau Counties, North Flight agrees to intercept with the Elmwood vehicle and provide ALS care to the patient being transported in the Elmwood vehicle for the remainder of the transport to an appropriate general acute care facility. Intercept coverage by North Flight under this Agreement is limited to the availability of its fully staffed ground transport and/or non-transport advanced life support vehicle, provided however, North Flight shall at all times use its best efforts to respond to all requests for ALS intercepts through mutual aid agreements or otherwise.

2. **Accounts Receivable Services and Compensation.**

For All Intercepts: Elmwood agrees to pay North Flight Two Hundred Fifty and 00/100 (\$250.00) Dollars for every intercept performed with Elmwood Township for Medicare or Blue Cross primary payers only. All other payers or non-insured are to be billed by each agency for the services they provided. Elmwood will bill for base rate, plus mileage; North Flight will bill for intercept fees, plus supplies.

North Flight shall provide and assist Elmwood with all information in the possession of or available to North Flight to ensure that there is accurate and efficient accounts receivable management for services rendered by North Flight in intercepted situations. All billing information

and invoices shall be sent by North Flight, pertaining to intercept situations, to Elmwood located at the following address:

Elmwood Township
10090 East Lincoln Road
Traverse City, MI 49684

On occasions when North Flight arrives at the scene and transports the patient in a North Flight ambulance, each entity shall bill the payer or non-insured directly for their transport or other services. This circumstance shall be considered mutual aid and not an intercept.

North Flight agrees that it will not bill or seek to collect any remuneration, direct or indirect, from any Medicare and/or Blue Cross-Blue Shield of Michigan patient, insurance agency or reimbursing agency of any kind, for BLS ambulance services rendered by Elmwood in intercept situations under this Agreement.

3. **Standards.** North Flight and Elmwood shall perform their duties and responsibilities under this Agreement in accordance with all applicable standards of (i) third-party payors with which they have a contractual relationship to obtain reimbursement for services rendered (including Medicare, Blue Cross-Blue Shield of Michigan and/or Medicaid), (ii) federal, state and local government laws, rules and regulations, and (iii) currently approved and generally accepted professional standards.

4. **Term and Termination.** The term of this Agreement shall be for a period of one (1) year, commencing August 1, 2020 and ending on July 31, 2021 (the "Initial Term"). Thereafter this Agreement shall automatically renew for successive terms of one (1) year unless either party gives written notice to the other at least thirty (30) days prior to the expiration of the current term ("the Term"). This Agreement shall be terminated before the expiration of the Term on the occurrence of any of the following:

- (a) By mutual written agreement of the parties.
- (b) By either party, with or without cause, upon thirty (30) days prior written notice to the other party.
- (c) By either party upon a material breach of this Agreement by the other party if that breach is not cured within thirty (30) days after the receipt of written notice of the breach by the offending party. For the purpose of this section, a material breach shall be defined to mean the substantial failure of either party to fulfill its duties or obligations thereunder.

5. **Supervening Law.** The parties recognize that this Agreement at all times is subject to applicable state, local and federal law. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation, such as a new federal or state economic stabilization program or health insurance program. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement, or that would cause one or more of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to modify the terms of this Agreement consistent with the requirements of law in order to effectuate the purpose and intent of this Agreement.

6. **Notices.** Any notice or other communication by a party to the other parties shall be in writing and shall be given, and be deemed to have been given, if either delivered by messenger or mailed, postage prepaid, registered or certified mail addressed as follows:

TO NORTH FLIGHT: North Flight, Inc.
1237 Hastings
Traverse City, Michigan 49686
Attn: General Manager

TO ELMWOOD: Elmwood Township
10090 East Lincoln Road
Traverse City, MI 49684
Attn: Supervisor

or to such other address, and to the attention of such other person or officer as a party may designate in writing.

7. **Modification and Changes.** This Agreement may be changed or modified only by a written agreement executed by the parties hereto.

8. **Assignment.** No party shall assign its rights, duties or obligations under this Agreement without the prior written approval of the other parties, except that North Flight may assign this Agreement to a Munson Healthcare subsidiary or affiliate without such approval.

9. **Headings.** The headings contained in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

11. **Independent Contractor Status.** In the performance of the services to be rendered pursuant to this Agreement, it is mutually understood and agreed that the parties shall be, and at all times are, acting and performing as independent contractors. As such, except as specifically provided herein, no party shall be deemed the agent, legal representative, joint venturer, partner, employee or servant of the other for any purpose whatsoever.

12. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto and there is no intention, expressed or otherwise, to create rights or interests for any party or persons other than the parties to this Agreement. This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement, and no other person shall have the right to enforce any of the provisions contained herein.

13. **Waiver of Breach.** The failure of any party to strictly enforce any provisions of this Agreement shall not be construed as a waiver thereof or as excusing the defaulting party from future performances.

14. **Nonassumption of Liabilities.** North Flight shall not, by entering into and performing this Agreement, become liable for any of the existing or future obligations, liabilities, or

debts of Elmwood, and North Flight shall not, by providing ALS emergency medical services, assume or become liable for any of the obligations, debts, and liabilities of Elmwood.

15. **Access to Records.** To the extent required by the Social Security Act (and any regulations promulgated thereunder), until the expiration of four (4) years after this Agreement has been terminated, the parties shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, this Agreement, books, documents, and records that are necessary to certify the nature and extent of the costs claimed by the parties with respect to this Agreement.

16. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, if any term or condition of this Agreement to be performed or observed by North Flight is rendered impossible of performance or observance due to any cause beyond North Flight's control, including, without limitation, requests for emergency medical service beyond the coverage level provided in this Agreement, any act of God, war, civil disturbance, fire or casualty, staffing difficulties, labor dispute or governmental rule, North Flight, for so long as such condition exists, shall be excused from such performance or observance, provided it takes all appropriately reasonable steps as soon as reasonably practicable in order to terminate such condition.

17. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force of effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

NORTH FLIGHT, INC.

ELMWOOD TOWNSHIP

Paul Owens, General Manager
Dated: ___/___/___.

Jeff Shaw, Supervisor
Dated: ___/___/___.

MUTUAL AID LETTER OF AGREEMENT

THIS AGREEMENT is made September 1, 2020, by and between **NORTH FLIGHT, INC.**, a Michigan nonprofit corporation, located within Grand Travers County, Michigan, whose address is 1237 Hastings, Traverse City, Michigan 49686 ("North Flight") and **ELMWOOD TOWNSHIP**, a governmental entity, of 10090 East Lincoln Road, Traverse City, Michigan 49684 ("Elmwood").

MUTUAL AID SERVICES

The parties agree to provide mutual aid services to each other based upon the following terms and conditions;

- A. Upon request by a party participating in this agreement the other party shall cooperate in lending additional emergency medical services (EMS) provided that the requested party is not already fully engaged in EMS activity.
- B. Calls for mutual aid services shall be subject to the requested party having equipment and manpower available to assist.
- C. Neither party shall be liable for failure to respond for any valid reason to such a request.
- D. Each party shall assume its own liability for accidents and/or damages received to its personnel and/or equipment at the scene of in responding to or returning from the scene of a medical emergency where mutual aid was requested.
- E. The personnel and equipment of the requested party shall cooperate with the direction of the requesting party and/or the incident command.
- F. Neither party is obligated to keep their personnel and/or equipment at a requested mutual aid scene for a longer period of time than is deemed necessary by the medical incident commander.
- G. Transport services provided for by either party in a mutual aid situation will be billed by that entity.

TERMS AND TERMINATION

The initial term of this letter shall be one (1) year from September 1, 2020 through August 31, 2021. Thereafter this Agreement shall continue in effect from year-to-year for successive one (1) year renewal periods unless terminated by either party, with or without cause, by giving notice to the other party at least sixty (60) days prior to the effective date of such termination.

INDEPENDENT CONTRACTORS

In performance of the services to be rendered pursuant to this Letter of Agreement, it is mutually understood and agreed that both parties shall be and at all times are acting and performing as independent contractors.

NO INTENT TO INDUCE REFERRALS

The sole purpose of this Agreement is to fulfill a critical community healthcare need and the obligation of the parties to the community to provide reasonably available, quality emergency medical services. The parties expressly acknowledge that no payment or benefit accorded to any party under this Agreement is directly or indirectly in exchange for the referral of patients and that influencing referral patterns is not a purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement as set forth below their respective signatures.

NORTH FLIGHT, INC.

ELMWOOD TOWNSHIP

Paul Owens, General Manager

Dated: __/__/__.

Jeff Shaw, Supervisor

Dated: __/__/__.

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

PRELIMINARY

Date: 09/09/2020

Time: 3:56 pm

Page: 1

ELMWOOD TOWNSHIP

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
THE ACCUMED GROUP	A026	BILLING SERVICE FEE	0	00/00/0000	677.63
				Vendor Total:	677.63
ACE HARDWARE	A020	CUST323467	0	00/00/0000	30.74
				Vendor Total:	30.74
AMERICAN WASTE	M008	ACCT#3406070	0	00/00/0000	350.00
				Vendor Total:	350.00
CHARTER COMMUNICATIONS	C029	ACCT#8245 12 116 0034015	0	00/00/0000	59.00
				Vendor Total:	59.00
CHERRYLAND ELECTRIC COOP	C010	ACCT#9902800	0	00/00/0000	37.74
				Vendor Total:	37.74
CONSUMERS ENERGY	C040	ACCT#1030 3518 7543	0	00/00/0000	300.05
				Vendor Total:	300.05
EARTHWORKS EXCAVATION, LLC	E006	ROAD MAINT	0	00/00/0000	1,770.00
				Vendor Total:	1,770.00
ELECTION SOURCE	E022	VOTING SUPPLIES	0	00/00/0000	1,141.19
				Vendor Total:	1,141.19
ELEVATE NET	E013	OFF SEASON NETWORK	0	00/00/0000	1,949.97
				Vendor Total:	1,949.97
ELMER'S CRANE AND DOZER INC.	E070	CLEAN RETENTION BASINS AT GHP	0	00/00/0000	4,050.00
				Vendor Total:	4,050.00
GRAND TRAVERSE COUNTY	G200	ELMWOOD GREILICKVILLE WATER/ <i>sewer</i>	0	00/00/0000	17,369.41
				Vendor Total:	17,369.41
INTEGRITY BUSINESS SOLUTIONS	I047	ACCT#941496-ELMWOOD	0	00/00/0000	46.43
				Vendor Total:	46.43
JEN TEES CUSTOM PRINTING	J008	CUST#433 MARINA	0	00/00/0000	498.36
				Vendor Total:	498.36
LAND INFORMATION ACCESS ASS	L007	QTR FEES	0	00/00/0000	6,543.39
				Vendor Total:	6,543.39
LEELANAU ENTERPRISE & TRIBUN	L020	CUST#3599	0	00/00/0000	254.10
				Vendor Total:	254.10
MODERN OFFICE INTERIORS	M163	MARINA OFFICE	0	00/00/0000	5,000.00
				Vendor Total:	5,000.00
MUNICIPAL UNDERWRITERS OF W	M100	ADD MARINA BUILDING	0	00/00/0000	479.00
				Vendor Total:	479.00
NETLINK	M185	COMPUTER AND SET UP - <i>Tech Support</i>	0	00/00/0000	2,164.00
				Vendor Total:	2,164.00
SIGNPLICITY	S025	GHP SIGNS	0	00/00/0000	582.20
				Vendor Total:	582.20
THE HOME DEPOT CREDIT SERVI	H021	ACCT#6035322006168268	0	00/00/0000	183.89
				Vendor Total:	183.89
TRAVERSE CITY AREA PUBLIC SC	T156	ENVELOPES/ <i>Stationery</i>	0	00/00/0000	403.62
				Vendor Total:	403.62
TRI-GAS	T057	PROPANE	0	00/00/0000	56.60
				Vendor Total:	56.60
US BANK	U030	SPEC ASSESS BONDS 2007	0	00/00/0000	2,925.00
				Vendor Total:	2,925.00
VERIZON WIRELESS	V014	ACCT#982962913-00001	0	00/00/0000	65.50
				Vendor Total:	65.50
VISIBLE DIFFERENCE BLDG. MAIN	V002		0	00/00/0000	301.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

PRELIMINARY

Date: 09/09/2020

Time: 3:56 pm

Page: 2

ELMWOOD TOWNSHIP

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	301.00
WADE TRIM	W107	BREWERY CREEK CONDO/ <i>Sewer/Retention Ponds</i>		00/00/0000	2,474.16
				Vendor Total:	2,474.16
WELLS FARGO FINANCIAL LEASIN	W027	CONTRACT #603-0180923-000	0	00/00/0000	95.40
				Vendor Total:	95.40
YOUNG, GRAHAM, & WENDLING P	Y002	MISC LEGAL	0	00/00/0000	1,296.00
				Vendor Total:	1,296.00
				Grand Total:	51,104.38
				Less Credit Memos:	0.00
				Net Total:	51,104.38
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	51,104.38
	Total Invoices:	39			