

**ACME TOWNSHIP SPECIAL BOARD MEETING**

**ACME TOWNSHIP HALL**

**6042 Acme Road, Williamsburg MI 49690**

**Thursday, June 29, 2023, 8:00 a.m.**

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE at 8:02 a.m.**

**ROLL CALL: Members present:** J. Aukerman, D. Hoxsie, A. Jenema, P. Scott, D. Stevens, L. Swanson, D. White

**Members excused:** None

**Staff present:** None

**A. LIMITED PUBLIC COMMENT:**

**Limited Public Comment was opened at 8:02 a.m.**

None

**Limited Public Comment closed at 8:02 a.m.**

**B. APPROVAL OF AGENDA:**

**Motion by Scott, supported by Stevens, to approve the agenda as presented. Motion carried unanimously.**

**C. NEW BUSINESS:**

**1. Budgetary Adjustments Discussion**

Supervisor White stated the budget adjustments that need to be made are for the end of the fiscal year audit. Jenema gave a detailed summary for each line item. Board discussion occurred.

**Motion by Jenema, supported by Scott, to support Resolution 2023-21 for the budget amendments to balance the budget for the 2022/2023 fiscal year. Roll call vote. Motion carried unanimously.**

**Motion by Jenema, supported by Scott, to support Resolution 2023-22 to move funds from the Liquor fund to the Police Fund for the liquor inspections. Roll call vote. Motion carried unanimously.**

**2. Closed Session**

Board to review Purchase Agreement for Bertha Vos property and make a decision.

**Motion by Hoxsie, supported by Scott, to go into closed session to discuss our attorney's legal opinion memo which is exempt from discussion and disclosure by state and federal statute pursuant to MCL 15.268(h). Roll call vote. Motion carried unanimously.**

Board entered closed session at 8:12 a.m.

# APPROVED

**Motion by Jenema, supported by Scott, for the Board to come back into open session. Roll call vote. Motion carried unanimously.**

Board entered open session at 9:29 a.m.

**Motion by Swanson, supported by Stevens, to not accept TCAPS' counteroffer made at the June 12, 2023, TCAPS Board Meeting for Acme Townships purchase of the Bertha Vos property. Roll call vote. Motion carried unanimously.**

**PUBLIC COMMENT & OTHER BUSINESS THAT MAY COME BEFORE THE BOARD:** None

**Motion by Scott, supported by Jenema, to adjourn the meeting. Voice vote. Motion carried unanimously.**

The meeting was adjourned at 9:31 a.m.

Board came back into session to complete C. New Business, #1 Budgetary Adjustments Discussion (create budget for 2023/2024 fiscal year for the 405 Nakwema Trail).

**Motion by Scott, supported by Jenema to change previous motion to adjourn to a motion for a short recess. Voice vote. Motion carried unanimously.**

**Motion by Scott, supported by Jenema, to come back from recess at 10:02 a.m.**

**CONT. NEW BUSINESS:**

**1. Budgetary Adjustments Discussion**

Board discussion regarding creating a budget for the 2023/2024 fiscal year for the 405 Nakwema Trail.

**Motion by Scott, supported by Jenema, to extend the budget for the 405 Nakwema Trail into the 2023/2024 fiscal year. Roll call vote. Motion carried unanimously.**

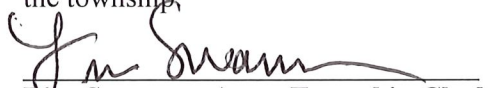
**PUBLIC COMMENT & OTHER BUSINESS THAT MAY COME BEFORE THE BOARD:** None

**Motion by Scott, supported by Hoxsie, to adjourn the meeting. Voice vote. Motion carried unanimously.**

The meeting was adjourned at 10:06 a.m.

## CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a document from the official records of the township,

  
Lisa Swanson, Acme Township Clerk



# Acme Township

6042 Acme Road | Williamsburg, MI | 49690

Phone: (231) 938-1350 Fax: (231) 938-1510 Web: [www.acmetownship.org](http://www.acmetownship.org)

**ACME TOWNSHIP SPECIAL BOARD MEETING**  
**ACME TOWNSHIP HALL**  
**6042 Acme Road, Williamsburg MI 49690**  
**Thursday, June 29, 2023, 8:00 a.m.**

**GENERAL TOWNSHIP MEETING POLICIES**

- A. All cell phones shall be switched to silent mode or turned off.
- B. Any person may make a video, audio, or other record of this meeting. Standing equipment, records, or portable microphones must be located so as not to block audience view.

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

**A. LIMITED PUBLIC COMMENT:**

Public Comment periods are provided at the beginning and end of each meeting agenda. Members of the public may address the Board regarding any subject of community interest during these periods. Comment during other portions of the agenda may or may not be entertained at the moderator's discretion.

**B. APPROVAL OF AGENDA:**

**C. NEW BUSINESS:**

**1. Budgetary Adjustments Discussion**

**2. CLOSED SESSION**

Board to review Purchase Agreement for Bertha Vos property and make decision

**PUBLIC COMMENT & OTHER BUSINESS THAT MAY COME BEFORE THE BOARD:**

**ADJOURN**

**f. Property Offers**

The Board discussed property offers received by the district.

**i. Property at 412 Webster Street, Traverse City, MI 49686**

The Board reviewed and discussed the Letter of Intent received by the district on June 7, 2023. It was determined that the Board would not take action on this item and hold a Special Meeting in the near future to hold further discussion.

**ii. Property at 3723 Shore Road, Traverse City, MI 49686**

The Board reviewed and discussed the purchase agreement received by the district on June 6, 2023. It was determined that the last sentence of part III be stricken from the purchase agreement. The Board agreed that the superintendent could sign the contract with the below language being removed from the purchase agreement.

*Notwithstanding anything contained herein to the contrary, in the event that Purchaser's inspections set forth in Section VIII of this Agreement disclose that the roof to the building on the Property would cost in excess of \$50,000 to repair and/or replace, the parties agree to negotiate in good faith a reduction in the Purchase Price to compensate Purchaser for said repair/replacement.)*

**Approval to authorize the superintendent or designee to enter into purchase negotiations or sale with Acme Township for the sale of "Bertha Vos" excluding the last sentence in paragraph III of the purchase agreement.**

**Moved by: Bird**

**Seconded by: Moon Mohr**

**The following Roll Call vote was held:**

**Ayes: Ballenger, Bird, Humphreys, Moon Mohr, Newman-Bale, Pack, and Raymond**

**Nay: N/A**

**MOTION CARRIED 7-0**

**g. Board Policy (Second Reading)**

The Board considered each of the below policies.

- i. Board Policy 5600: Student Discipline (Replacement Policy)**
- ii. Board Policy 5600.01: Student Discipline - Due Process (New Policy)**
- iii. Board Policy 5600.02: Student Discipline - Students with Disabilities (New Policy)**
- iv. Board Policy 5600.03: Student Discipline - Reinstatement Following Expulsion (New Policy)**
- v. Board Policy 5600.04: Student Discipline - Enrollment Following Misconduct in Another Public or NonPublic School (New Policy)**
- vi. Board Policy 5600.05: Student Discipline - Suspension from Class, Subject, or Activity by Teacher (New Policy)**
- vii. Board Policy 8451: Pediculosis (Head Lice) (New Policy)**

**Approval that the Board of Education adopt the following new policies as presented:**

- **Board Policy 5600 - Student Discipline**

**PURCHASE AGREEMENT**  
**(Bertha Vos Elementary School)**

This Purchase Agreement (“Agreement”) is made and entered into this 6<sup>TH</sup> day of June, 2023 (“Effective Date”), by and between **TRAVERSE CITY AREA PUBLIC SCHOOLS**, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 412 Webster Street, Traverse City, Michigan 49686 (“Seller”), and **ACME TOWNSHIP**, a Michigan general law township organized and operating under the provisions of the Michigan General Township Act, MCL 41.1, *et seq.*, as amended, whose address is 6042 Acme Road, Williamsburg, Michigan 49690 (“Purchaser”), for the transfer of real property commonly known as the “Bertha Vos Elementary School” located at 3723 Shore Road, within the Township of Acme, County of Grand Traverse, Michigan.

I. Property Transferred. The Purchaser shall purchase and receive and the Seller shall sell the above-referenced property, which is comprised of Tax Parcel No. 01-300-004-00 and legally described in Exhibit “A”, along with the building(s) thereon and, if any, all easements and all other interests and rights of the Seller which are appurtenant to the real estate, including, but not limited to, all right, title, and interest, if any, of the Seller in and to any land lying in street, road, or avenue in front of, within, or adjacent to, or adjoining such land (collectively, the “Property”).

II. Personal Property. Seller shall provide to Purchaser an inventory of personal property that is located at the Property that it does not want to retain no later than 10 days after entering into this Agreement. Purchaser will then review the inventory to determine what, if any, personal property Purchaser would like to retain. Any personal property remaining on the Property within seven (7) calendar days of the Closing will be reviewed by Purchaser. All remaining personal property that Purchaser does not retain shall be removed by Seller prior to closing. At Closing, the Seller shall provide a Bill of Sale for any such remaining personal property the Purchaser choses to retain at no additional cost to Purchaser.

III. Purchase Price. The Property shall be purchased for the sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) (the “Purchase Price”), payable as follows: \$400,000.00 less any adjustments referenced herein in cash or certified funds at Closing, and the balance of \$200,000.00 payable in five (5) equal installments of \$40,000.00 each beginning on the one year anniversary of the Closing. Notwithstanding anything contained herein to the contrary, in the event that Purchaser’s inspections set forth in Section VIII of this Agreement disclose that the roof to the building on the Property would cost in excess of \$50,000 to repair and/or replace, the parties agree to negotiate in good faith a reduction in the Purchase Price to compensate Purchaser for said repair/replacement.

IV. Deposit. The Seller and Purchaser acknowledge that Seller has received a deposit from Purchaser in the amount of Five Thousand and 00/100 Dollars (\$5,000.00). At closing, the deposit amount shall be credited to the purchase price.

V. Closing. The Closing of the sale described herein shall take place at the Talon Group Title Agency, located at 415 Munson Avenue, Ste. 102, Traverse City, Michigan 49686, as required in Paragraph VI. Closing shall be held not later than December 31, 2023, unless the parties agree in writing to another date (the "Closing"). The Purchaser shall take possession of the Property upon Closing.

VI. Evidence of Title. The Seller shall, as soon as practical and in any event within ten (10) days from the Effective Date of this Agreement, provide Purchaser with a commitment for an owner's policy of title insurance in an amount of the Purchase Price showing seller's title to be in good and marketable condition, with standard printed exceptions removed at closing. The title company is the Talon Group Title Agency (the "Title Company"). The title commitment shall be updated as of the date of the closing. Prior to the expiration of the Inspection Period, the Purchaser shall notify the Seller of any restrictions, reservations, limitations, easements, liens and other conditions of record (together the "Title Defects"), disclosed in such commitment all Title Defects which are objectionable to the Purchaser. Should the Purchaser notify the Seller of any such Title Defects, the Seller shall have until Closing to cure or remove the same. If such Title Defects are not cured by Closing, the Purchaser may, at the Purchaser's option, terminate this Agreement, or alternatively, set a date with the Seller to extend the closing date to a mutually agreed upon closing date so as to provide the Seller with an additional opportunity to cure said Title Defects. In the event such Title Defects are not cured by the closing date, or any extension thereof, and the Purchaser elects not to waive its title objections, the Purchaser may terminate this Agreement or may renegotiate the terms with the Seller. Seller and Purchaser agree to negotiate in good faith if Purchaser chooses to renegotiate. If the Agreement is terminated under this paragraph then Seller shall return Purchaser's deposit within five (5) business days.

VII. Survey. During the Inspection Period, as defined below, the Purchaser may obtain, at its sole expense, a survey of the Property (the "Survey"). The Survey, if obtained, shall be certified to the Purchaser and the Title Company. If the Purchaser objects in writing as to the condition of the Survey during the Inspection Period, the Seller shall have ten (10) days after receipt of notification of such objections, or such greater period of time as may be mutually agreed in writing between the Seller and the Purchaser (the "Cure Period") within which the Seller may (but shall not be required to) cure or remove each such objection or obtain title insurance against such objection in a manner acceptable to the Purchaser. If the Seller fails to either cure or remove an objection or obtain such title insurance with respect to the Property to the sole satisfaction of the Purchaser prior to the expiration of the Cure Period, Purchaser shall have the choice of moving forward with closing, renegotiating any terms with Seller, or terminating this Agreement without penalty or liability. Seller and Purchaser agree to negotiate in good faith if Purchaser chooses to renegotiate. If the Agreement is terminated under this paragraph then Seller shall return Purchaser's deposit within five (5) business days.

VIII. Inspections; Tests, Approvals, and User Agreements. Within fourteen (14) days of the Effective Date of this Agreement, Seller shall provide Purchaser with copies of all maintenance records on the roof from the last five (5) years. The Purchaser shall have the right and license to enter upon the Property for the purposes of making any and all surveys, appraisals, explorations, soil tests, inspections, environmental reports, wetlands and flood plain evaluations, water and perk tests, mechanical and electrical system inspections and the like, and zoning and rezoning approvals, all of which inspections and approvals shall be completed within one hundred eighty (180) days from the Effective Date of this Agreement (the "Inspection Period"). Purchaser shall also, during the Inspection Period, negotiate and execute acceptable User Agreements with its third-party agency partners for use of the Property after Closing in a form and content acceptable to Purchaser in its sole discretion. The Purchaser shall then have ten (10) days after expiration of the Inspection Period to determine whether it is satisfied with the condition of the Property and has received all applicable approvals and User Agreements. In the event the Purchaser is dissatisfied with the results of the inspections, approvals and User Agreements, Purchaser shall have the option to rescind and terminate this Agreement without penalty or liability by notifying Seller prior to the expiration of Purchaser's ten (10) day determination period. Prior to expiration of the ten (10) day determination period, Purchaser may also request Seller to address or remediate any issues that Purchaser is dissatisfied with and Seller may attempt to cure the same. If Seller is unable to or refuses to address or remediate the issues then Purchaser shall have the choice of moving forward with closing, renegotiating any terms with Seller, or rescinding and terminating this Agreement without penalty or liability. Seller and Purchaser agree to negotiate in good faith if Purchaser chooses to renegotiate. If the Agreement is rescinded and terminated under this paragraph then Seller shall return Purchaser's deposit within five (5) business days.

IX. Environmental Testing. To the extent permitted by law, the Purchaser will indemnify and hold harmless the Seller from any claims, damages, or causes of action which might occur as a result of Purchaser's activities on the Property during the Inspection Period and the Purchaser shall restore the Property to the existing condition before said test or investigations were conducted.

X. Warranty Deed. At the Closing, the Seller shall deliver to the Purchaser a Warranty Deed, subject only to any and all easements, covenants, and restrictions of record. The Warranty Deed shall transfer all permitted land divisions under the Land Division Act, PA 288 of 1967, as amended.

XI. Closing Costs. The Seller shall pay the transfer tax (if any), the costs of the title insurance, and any attorneys' fees incurred by the Seller. At the Closing, the Purchaser shall pay the costs of the recording fees for the Warranty Deed, attorneys' fees incurred on behalf of the Purchaser, and any inspection costs initiated by the Purchaser. Also at the Closing, the parties shall each pay 1/2 of the closing costs required by the Title Company to close this transaction.

XII. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

XIII. Taxes. The Seller shall pay all real property taxes, if any, on the Property prior to the date of closing. The Purchaser shall be responsible for all real property taxes on the Property which become due on or after the date of closing.

XIV. Special Assessments. Special assessments which are or become a lien on the Property before the date of closing shall be paid by the Seller. Special assessments which become a lien on the Property on or after the closing date shall be paid by the Purchaser.

XV. Publicity. The Parties agree that any press releases or other public announcements concerning the transactions provided herein shall be issued jointly by the Parties.

XVI. Termination. If, by reason of the other party's inability to perform a provision of this Agreement, either Purchaser or Seller is not obligated to complete this Agreement, then either Purchaser or Seller may terminate this Agreement. Seller shall return Purchaser's deposit within five (5) business days if termination results from Seller's inability or refusal to perform a provision of this Agreement or if Purchaser terminates this Agreement pursuant to other provisions of this Agreement. Purchaser or Seller may nevertheless waive one or more conditions, the fulfillment of which are conditions precedent to their performance, without prejudice to their right subsequently to assert other conditions or to make a claim against the other party with respect to any breach of the representations or warranties made by the other party.

XVII. Disclosure and Disclaimer of Warranties. Seller represents and warrants to Purchaser that it has no knowledge of any condition, release, storage, use or disposal of hazardous or toxic substances on the property.

XVIII. Notices. All notices required or given under this Agreement shall be in writing and either delivered personally or mailed by regular mail addressed to the parties at their addresses specified above. Mailed notices shall be effective upon mailing.

XIX. Whole Agreement. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. Each party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either party. This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

XX. Successors and Assigns. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.



XXI. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

XXII. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed and delivered this Purchase Agreement on the last date set forth below.

**SELLER:**

**TRAVERSE CITY AREA PUBLIC  
SCHOOLS,  
a Michigan general powers school district**

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

Dr. John VanWagoner

Its: Superintendent of Schools

Dated: \_\_\_\_\_

**PURCHASER:**

**ACME TOWNSHIP,  
a Michigan general law township**

By: Doug White

Doug White

Its: Township Supervisor

Dated: 6-6-2023

EXHIBIT "A"

**Legal Description of Property**

LTS 3-4-5-6 BLK 8 ALL BLK 9 & 12, LTS 3-4-5-6 BLK 13 & ALL VAC ST'S & ALLEYS BOUND BY BLK'S 8-9-12-13 TOWNSHIP OF ACME.

Tax Parcel No. 01-300-004-00

405 - NAKWEMA FUND

06/29/2023

BUDGET REPORT FOR ACME TOWNSHIP

Calculations as of 05/31/2023

ACCOUNT	DESCRIPTION	2021-22 AMENDED BUDGET	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 05/31/23	2023-24 RECOMMENDED BUDGET
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ESTIMATED REVENUES

Dept 000							
566.000	MI NATIONAL RESOURSE TRUST- STATE GRANT					159,091	\$ 140,909
566.001	MI NATIONAL RESOURSE TRUST FUND	300,000		300,000	300,000		
566.002	IRON BELLE TRAIL FUND	300,000		325,000	325,000	300,000	
674.001	TART TRAIL	786,218	377,124	786,218	786,218	807,124	\$ 27,700
679.000	GRAND TRAVERSE BAND 2%		27,500				
699.000	TRANSFER IN	150,000	150,000			300,000	
Totals for dept 000 -		1,536,218	554,624	1,411,218	1,411,218	1,566,215	\$ 168,609
TOTAL ESTIMATED REVENUES		1,536,218	554,624	1,411,218	1,411,218	1,566,215	\$ 168,609

APPROPRIATIONS

Dept 000							
726.000	SUPPLIES & POSTAGE						
803.000	PLANNER SERVICES	25,000	14,291	25,000	25,000	15,918	
808.003	ENGINEERING SERVICES	55,600				4,233	
832.000	PARKS & RECREATION EXPENDITURE	1,505,618	462,101	1,313,100	1,313,100	1,314,719	
995.000	TRANSFER TO OTHER FUNDS (OUT)						\$ 300,000
998.001	MAINTENANCE-ACT						
Totals for dept 000 -		1,586,218	476,392	1,338,100	1,338,100	1,334,870	\$ 300,000
TOTAL APPROPRIATIONS		1,586,218	476,392	1,338,100	1,338,100	1,334,870	