



**APPROVED**

**ACME TOWNSHIP REGULAR BOARD MEETING**  
**6042 Acme Rd., Williamsburg MI 49690**  
**Tuesday, December 3, 2019 7:00 p.m.**

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE at 7:00 p.m.**

**ROLL CALL: Members present:** D. White, C. Dye, A. Jenema, J. Aukerman, D. Nelson, P. Scott, D. Hoxsie

**Members excused:** None

**Staff present:** L. Wolf, Zoning Administrator, V. Donn, Recording Secretary

**A. LIMITED PUBLIC COMMENT:** None

**B. APPROVAL OF AGENDA:**

**Motion by Nelson to approve the agenda as presented with the addition to K. New Business 5. Pump Station #2 and 6. Wolf's Review, supported by Scott. Motion carried unanimously.**

**C. APPROVAL OF BOARD MINUTES: 11/12/19**

**Motion by Dye to approve the Board meeting minutes of 11/12/19, as presented, supported by Nelson. Motion carried unanimously.**

**D. INQUIRY AS TO CONFLICTS OF INTEREST:** White recused himself on the Engle's PDR topic under new business. The discussion on the Engle Property will be changed to a special board meeting on December 9.

**E. REPORTS**

**a. Clerk: Dye reported:**

- Cemetery burials have increased to 12 since last **month's** report. The cemetery will be closed for the season after this week when one burial ceremony takes place.
- The copy machine needs to be replaced. Proposals will be brought to the next meeting for the board to review.
- 2020 Census will be having a workshop on December 11 from 11-2 pm at the township hall. They will be available to answer questions and help recruit anyone interested in working the census. There are links on the township website to promote awareness and for people to get information.

**b. Parks: Jenema reported:**

- She would like get direction from the board at the January meeting on some matters with the Art in the Park program.
- There has been people inquiring on park memorial donations. Jim Heffner and Karly Wentzloff have been researching playground equipment and pricing. The Parks and Trails Committee have been working on having options ready for when these requests come in.
- The joint meeting on the 70% engineering on the TART connector trail will be taking place in January instead of December. The engineers will be at the meeting to discuss and get **everyone's** feedback.

**c. Legal Counsel – No report**

**d. Sheriff:** Brian Abbring reported traffic accidents have increased with the bad weather. He informed the winter parking ordinance has started. There is no parking on county roads between midnight and 8 am and those doing so will be given a fine. The roads and

shoulders need to be cleared for the snowplows to maintain them.

**e. County: G. Lapointe reported:**

- Negotiations with 17 different county unions are in the process. Discussions with some of them have been to extend on their two-year contracts. There will be further talks on the strategies going forward.
- The Hall of Justice Building has a mold problem which will involve digging up around the foundation to put in new walls. It will be an expensive project and employees will need to be relocated as this is going on.
- A farmhouse at Maple Bay was burnt down and used for firefighter's training.
- The County and City jointly agreed to leave the Senior Citizen Center on the existing property instead of relocating somewhere else. Renderings of a 12,000 square foot building were presented for viewing.
- The County IT Director resigned. Applications of potential candidates are being reviewed.
- The Pugsley Correction Facility project may not take place. Inphastos might keep their housing manufacturing there but is also looking at Grand Rapids.
- The commissioners have delayed a decision on a proposal to prohibit the county from entering agreements or funds to organizations connected to political action committees (PACS). Traverse Connect doesn't see a problem with these agreements. The issue will be taken up again at the next commissioners meeting for a resolution.

**f. Supervisor:** White reported things seem to be moving along as he is still learning his position.

**F. SPECIAL PRESENTATIONS:** None

**G. CONSENT CALENDAR:**

**1. RECEIVE AND FILE:**

- a. **Treasurer's Report**
- b. **Clerk's Revenue/Expenditure Report and Balance Sheet**
- c. **RecycleSmart November 2019**
- d. **Draft Unapproved meeting minutes**
  1. **Planning Commission 10/14/19**
  2. **Parks & Trails 10/21/19**
  3. **Zoning Board of Appeals 10/10/19**

**2. APPROVAL:**

1. **Accounts Payable Prepaid of \$56,990.50 and Current to be approved of \$19,123.70 (Recommend approval: Clerk, C. Dye)**

Dye requested to remove under 2. Approval, 1. Current to be approved of \$17,773.70.

**Motion by Scott to approve the Consent Calendar with the removal of 2. Approval, 1. Current to be approved of \$17,773.70 with the request by the clerk, supported by Nelson. Motion carried unanimously.**

**H. ITEMS REMOVED FROM THE CONSENT CALENDAR:** Dye explained an invoice from Robert Wilkinson of \$1,350 for burials to be added.

**Motion by Scott to approve the Consent Calendar adding in \$1,350 to 2. Approval, 1. Current to be approved of \$19,123.70, supported by Jenema. Roll Call motion carried unanimously.**

**I. CORRESPONDENCE:** None

**J. PUBLIC HEARING:** None



**K. NEW BUSINESS:**

**1. Approval of the 2020 Board meeting Schedule**

**Motion by Nelson to approve the 2020 Board Trustees meeting proposed dates as presented, supported by Scott. Motion carried unanimously.**

**2. Health Department of Northwest Michigan Grant Proposal: Bayside Park Signage**

Wolf explained the application is for a grant to be used for new signs at the park. She reviewed the application with the board for their approval to apply. She would like to put a contribution of \$2,000 in the section of estimated revenues and matched funds to show the township will contribute to the program. The grant is meant for the applicant to increase physical activity and they have a Come Out and Play physical education program that must be included by the township in the proposal. They will help the township implement the program. The census of the board was to go with the youth-focused program option on the application. Wolf inquired about a non-smoking policy in the park and if that should be put in the application. Because it could involve changing the park ordinance it was suggested to leave that out. Nelson suggested to add water activities like portable boats and kayaks.

**Motion by Scott to approve the Health Department of Northwest Michigan Grant Proposal for Bayside Park Signage leaving out the smoking issue as discussed, supported by Aukerman. Motion carried unanimously.**

**3. Discussion on PDR program**

Claire Herman, Land Protection Assistant, with Grand Traverse Regional Land Conservancy, explained after submitting the official survey to NRCA for review, they responded the acreage from the survey is less than the acreage used for the appraisal. The total easement value had to be adjusted from \$628,000 to \$622,392. The landowner has agreed to accept the adjusted value. She recommended an amendment to the Cooperative Agreement to move \$16,000 from the Cap & Triangel Farm to Interwater Farm/Jack and Barbara White to cover the increase since the owners of Cap & Triangle have not set a closing date. If it does in the future, the township may have to fund the \$16,000. The Board agreed to the transfer and will revisit the funding on the Cap & Triangle Farm when and if they have their closing. Herman explained the two farms are on the same agreement and Interwater Farm/ Jack and Barbara White can't have their closing without the transfer of funds or the process would have to be restarted.

**Motion by Jenema to transfer \$16,000 from Cap & Triangle Farm to Interwater Farm, to close the deal with Interwater Farm and continue with Cap & Triangle as the numbers come in to move forward with them, supported by Scott. Motion carried by 6 (Dye, Jenema, Aukerman, Nelson, Scott, Hoxsie), White recused.**

Chris Sullivan, Director of Land Protection with Grand Traverse Regional Land Conservancy, asked for the board's permission to get with interested farms in the township that could qualify for the farm preservation grant. There is currently state funding available. It requires a 25% match, from the township, a landowner match of 25% and federal funding 50%. December 23 is the deadline date to send in applications.

Jenema informed this would maximize the township's money and would be worthwhile to do.

**Motion by Jenema to move forward with the Michigan Department Agriculture Preservation Fund and let the Grand Traverse Regional Land Conservancy on the township's behalf send applications to bring in additional funds by the December 23 deadline, supported by Aukerman. Motion carried unanimously.**

Ken Engle felt on the first item on the PDR agenda item where White was recused, he should have left the room during the discussion and motion. The board said it will be

clarified with legal counsel at the special meeting on December 9 and if that is the case, the motion will be redone with White not present.

**4. Resolution for 2020 Summer School Taxes  
TBAISD – Resolution #R2019-35**

**Motion by Jenema to approve Resolution #R2019-35 TBAISD, for 2020 Summer School TCAPS property tax collection for school district, supported by Dye. Roll Call Motion carried unanimously.**

**Elk Rapids – Resolution #R2019-36**

**Motion by Scott to approve Resolution #R2019-36 Elk Rapids, for 2020 Summer School property tax collection for school district, supported by Nelson. Roll Call Motion carried unanimously.**

**5. Pump Station #2**

White explained the Grand Traverse County Public Works Department reported pump station No. 2 is experiencing significant inflow and infiltration through the wet well walls. This is the pump by Bertha Vos School on Deepwater Point Rd. According to the Master Sanitary Sewer Planning Phase I Report, No. 2 is currently at 35% capacity. If substantial additional flow from the Lochenheath development occurs the report identifies a range of 86% to 123% at full buildout. If only the grout sealing is done, it is estimated the township will need to seal the wet well walls again in approximately 30 years. If epoxy coating is applied, it is esteemed the Township will not need to seal the wet again for approximately 50 years. White is suggesting going with Gosling Czubak recommendation to have Plummers at \$10,950 to do the grouting now and in the spring have the epoxy applied for an additional \$16,780 with a guarantee.

**Motion by Jenema to approve Plummers Environmental Services to perform the job of the sealing and prep work on pump station 2, supported by Scott. Roll Call Motion carried unanimously.**

**6. Wolf's Six-Month Review**

Jenema informed Lindsey Wolf's six-month review is coming up. She would like to recommend she get the \$1,500 increase as was discussed for good performance when hired at the six-month anniversary. She has received great reviews from all of those that she has dealt with and has proven to meet all the requirements of the position.

**Motion by Jenema to increase Wolf's salary by \$1,500 at the 6-month review, supported by Aukerman. Roll call Motion carried unanimously.**

**L. OLD BUSINESS:**

**1. Continued discussion of Metro Fire Lease Agreement**

Nelson informed in paragraph 7. Capital Expenditures, there has been a change in the leases and the language needs to be reworded. The agreement will be brought to the next board meeting for approval.

**PUBLIC COMMENT & OTHER BUSINESS THAT MAY COME BEFORE THE BOARD:** Opened at 9:09 pm

Brian Kelley, Acme Resident, commented on the performance of the sewage pump and wondered what metrics are used for infiltration.

White explained there is data completed regularly on the filtration and will be done after pump station #2 is sealed.

Jenema informed it was the data on station #2 that let them know there was an issue.



**ADJOURN:** Motion by Scott to adjourn, supported by Jenema. Meeting adjourned at 9:13 pm

**CERTIFICATION**

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

  
Cathy Dye, CMMC, Acme Township Clerk



**ACME TOWNSHIP REGULAR BOARD MEETING**  
**6042 Acme Rd**  
**Williamsburg, Michigan 49690**  
**Tuesday, December 3, 2019, 7:00 p.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. APPROVAL OF BOARD MINUTES: 11/12/19**

**D. INQUIRY AS TO CONFLICTS OF INTEREST:**

**E. REPORTS**

- a. Clerk - Dye**
- b. Parks –**
- c. Legal Counsel –**
- d. Sheriff –**
- e. County – G. LaPointe**
- f. Supervisor-**

**F. SPECIAL PRESENTATIONS:**

- G. CONSENT CALENDAR:** The purpose is to expedite business by grouping non-controversial items together for one Board motion (roll call vote) without discussion. A request to remove any item for discussion later in the agenda from any member of the Board, staff or public shall be granted.

**1. RECEIVE AND FILE:**

- a. Treasurer's Report**
- b. Clerk's Revenue/Expenditure Report and Balance Sheet**
- c. RecycleSmart November 2019**
- d. Draft Unapproved meeting minutes**
  - 1. Planning Commission 10/14/19**
  - 2. Parks & Trails 10/21/19**
  - 3. Zoning Board of Appeals 10/10/19**

**2. APPROVAL:**

- 1. Accounts Payable Prepaid of \$56,990.50 and Current to be approved of \$17,773.70 (Recommend approval: Clerk, C. Dye)**

**H. ITEMS REMOVED FROM THE CONSENT CALENDAR:**

- 1. \_\_\_\_\_**
- 2. \_\_\_\_\_**



**3.** \_\_\_\_\_

**I. CORRESPONDENCE:**

**1.**

**J. PUBLIC HEARING:**

**K. NEW BUSINESS:**

- 1. Approval of the 2020 Board meeting schedule**
- 2. Health Department of Northwest Michigan Grant Proposal: Bayside Park Signage**
- 3. Discussion on PDR program**
- 4. Resolution for 2020 Summer School Taxes**  
**TBAISD-**  
**Elk Rapids-**

**L. OLD BUSINESS:**

- 1. Continued discussion of Metro Fire lease agreement**

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

**ADJOURN**



**DRAFT UNAPPROVED**

**ACME TOWNSHIP REGULAR BOARD MEETING  
6042 Acme Rd., Williamsburg MI 49690  
Tuesday, November 12, 2019 7:00 p.m.**

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE at 7:00 p.m.**

**ROLL CALL: Members present:** D. White, C. Dye, A. Jenema, J. Aukerman, D. Nelson, D. Hoxsie

**Members excused:** P. Scott

**Staff present:** J. Jocks, Legal Counsel, V. Donn, Recording Secretary

**A. LIMITED PUBLIC COMMENT:** Open at 7:00 pm

Greg Klinger, Redbud Roots, 6669 E. M-72, would like the township to revisit the decision of opting-out of adult use marijuana.

John Pulciphier, Acme resident, is in support of adult use marijuana in the township.

Limited Public Comment closed at 7:05 pm

**B. APPROVAL OF AGENDA:**

**Motion by Nelson to approve the agenda as presented, supported by Dye. Motion carried unanimously.**

**C. APPROVAL OF BOARD MINUTES:** 10/01/19, Special Meetings 10/09/19, 10/16/19 and 10/23/19

**Motion by Nelson to approve all four of the Board meeting minutes of 10/01/19, Special Meetings 10/09/19, 10/16/19 and 10/23/19 as presented, supported by Dye. Motion carried unanimously.**

**D. INQUIRY AS TO CONFLICTS OF INTEREST:**

Nelson recused from K. New Business, 1. Approval of MLCC Liquor permit Obligatory, due to business relationship with the applicant.

**E. REPORTS**

**a. County:** G. LaPointe reported:

- There was a presentation by Wellpath who provides healthcare to those incarcerated in jails. Mental health is a big issue and is still being discussed for solutions.
- The county board declared to oppose the extension of the TIFF 97 and felt it should end at the 30-year period.
- Plans to redevelop the Pugsley Correctional Facility is underway. Of the 179-acre site, 85 acres would be used for manufactured housing. Inphastos said they will help create lower-cost housing through their production of affordable building materials. 20 acres has been planned for use for the Sheriff department and additional 20 for future activities. The project is being mediated by Brownfield funding and will be given a fifteen-year tax break.
- Discussions have been made on redoing the airport agreement to change from commission to authority since it is a regional one and not city or county.
- Working on a proposed budget which has been a very complex process.
- Requests received for part of the 2% grant from the tribe were evaluated and it was decided the funds will be going to municipalities.



# DRAFT UNAPPROVED

**b. Clerk:** Dye reported:

- She has been working on the annual audit for the board to review and approve.
- The cemetery will be closed as of December 1<sup>st</sup>. If anyone should have a burial after that, they would have to pay for the extra fees for snow removal and taking care of the ground area. So far this season there has been eight burials.

**c. Parks:** Jenema reported:

- The donated swings have been installed in Bayside Park.
- Looking at additional grants for the Tart Trail
- Plantings by the Shell Station have been put on hold. The garden club wanted other options for their donation to consider.
- The signs for the park and the art in the park projects are both being worked on.

**d. Sheriff:** Brian Abbring introduced himself as the new immediate officer covering the area.

**e. Supervisor:** White No report

**F. SPECIAL PRESENTATIONS: Gabridge & Company Annual Audit**

Richard Neihardt with Gabridge & Company, gave an overall review of the draft Annual Financial Report year ended June 30, 2019. The summary on the report was the township's financials were well-kept and was given an unmodified opinion which is the highest rating given by auditors.

- The financial highlights were, the assets of the Township exceeded its liabilities at the close of the most recent fiscal year by \$27,833, 094.
- At the close of the current fiscal year, the Township's government funds reported combined fund balances of \$2,967,560, an increase of \$173,169 in comparison with the prior year.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$920,535, or approximately 104.2% of total general fund expenditures and transfers out.

**Motion by Jenema to approve the draft of Annual Financial Audit year ended June 30, 2019 as presented, supported by Nelson. Motion carried unanimously.**

**G. CONSENT CALENDAR:**

**1. RECEIVE AND FILE:**

- a. Treasurer's Report**
- b. Clerk's Revenue/Expenditure Report and Balance Sheet**
- c. Draft Unapproved meeting minutes**
  - 1. Planning Commission Special meeting 09/23/19**
  - 2. Parks & Trails 09/20/19**

**2. APPROVAL:**

- 1. Accounts Payable Prepaid of \$79,434.62 and Current to be approved of \$80,541.91 (Recommend approval: Clerk, C. Dye)**

Jenema requested to remove under 2. Approval, 1. Current to be approved of \$78,839.91.

**Motion by Jenema to approve the Consent Calendar with the removal of 2. Approval, 1. Current to be approved of \$78,434.62, supported by Dye. Roll Call motion carried unanimously.**

**H. ITEMS REMOVED FROM THE CONSENT CALENDAR:**

Jenema explained that the amount of \$1,702 for postage to mail the township tax bills was not added in. It should be \$80,541.91.

**Motion by Nelson to approve the Consent Calendar adding in \$1,702 for postage to 2. Approval, 1. Current to be approved of \$80,541.91, supported by Aukerman. Roll Call motion carried unanimously.**

# DRAFT UNAPPROVED

**I. CORRESPONDENCE:** None

**J. PUBLIC HEARING:** None

**K. NEW BUSINESS:**

- 1. Approval of MLCC Liquor permit Obligatory LLC, for on-premises Tasting Room Permit**  
Brent Faber, Obligatory LLC, requested approval by the board for an on-premise tasting room permit to be located at 3593 Bunker Hill Road. It will be a microbrewery and kitchen with a limited menu.

**Motion by Aukerman on local government approval for on-premise tasting room permit for Obligatory LLC, supported by Dye. Motion carried by 5 (Aukerman, Dye, Hoxsie, Jenema, White) recused by 1 (Nelson).**

- 2. Tart snow removal winter 2019-20 - White**

White explained this is an annual budgeted item of \$4,000 that is given for snow removal on the TART Trails for the 2019/2020 season.

**Motion by Nelson to approve \$4,000 to TART Trail for Acme Township's share of snow removal supported by Jenema. Roll Call Motion carried unanimously.**

- 3. Schedule of Fees: PD Preapplication Review Escrow Deposit**

Jenema explained that Lindsey Wolf recommended adding \$1000 Escrow deposit to the PD Preapplication Review because of all the work that is involved.

**Motion by Jenema to add escrow deposit of \$1000 to PD Preapplication Review, supported by Aukerman. Motion carried unanimously.**

- 4. TART Trails' Grand Traverse Band 2% Application**

Casey Ressi, Development Director, TART Trails informed this is for a 2% grant for the TART trail connector from Bunker Hill to Acme. The application currently is in TART's name and felt it should be changed to be in Acme Townships instead. Aukerman informed the application should have the budget and narrative expense reporting given before the deadline.

**Motion by Aukerman to approve 2% grant with signature of Supervisor White and submittal in Acme Township's name not TART with a couple of edits to the application, supported by Hoxsie. Motion carried unanimously.**

- 5. Michigan Indian Legal Services Grand Traverse Band 2% Application**

Cameron Fraser, Director of Michigan Indian Legal Services was requesting to have Acme Township apply for a Tribal Council Allocation of 2% Funds for them to use to help families in child welfare projects. Jeff Jocks said he believed that this legitimately could not be put in the township's name and he would need to research it further.

**Motion by Nelson to have Legal Counsel clarify grant funding requests on what the Township can and can't accepted, supported by Hoxsie. Motion carried unanimously.**

The board decided to decline the application submitted.

**Motion by Jenema to decline Michigan Indian Legal Services submitting for a GT Band 2% Tribal Council application with the recommendation of legal counsel that funds can not be run through Acme Township as requested on their application, supported by Aukerman. Motion carried unanimously.**

- 6. Metro Fire Lease Agreement**

Nelson informed each township involved with Metro has their own lease agreement. The agreement presented for Acme has been reviewed by the Metro attorney and should also be looked at by Acme's legal counsel Jeff Jocks. Jocks will look over the lease agreement to include



## **DRAFT UNAPPROVED**

an edit given by Nelson to change in paragraph 6 the word from shall instead of may and bring it back to the board at the December meeting for approval.

### **7. Approval of Resolution #R-2019-33 Adjustments to Park Fund**

White stated this a budget amendment of \$5,500 revenue brought in from the donated swings for the park and added to the Park Fund.

**Motion by Nelson to approve Resolution #R-2019-33 on budget adjustment to park fund 2019-2020 Township budget, supported by Dye. Roll call motion carried unanimously.**

### **8. Approval of Resolution Transfer 101 FB to 403 Fund**

White informed this resolution was to transfer 2% Tribal grant funds from the 101 fund into the 403 Traverse City To Charlevoix Trail Capital fund for the starting of the TART trail extension.

**Motion by Jenema to approve Resolution #R-2019-34 to move \$15,000 Tribal Grant from the 101 fund to the 403 Traverse City to Charlevoix capital fund for TART extension engineering, supported by Nelson. Roll call motion carried unanimously.**

## **L. OLD BUSINESS:**

### **1. Township hall offices overhead lighting - Dye**

Dye reported the brightness of the new lighting in the offices has been causing headaches and difficulty concentrating with some of the staff. The lights operate by sensor so there is not the option of turning off or on the lights. The completion of remodeling the hall came under budget and she is asking permission to have the lights redone. Bids have been received from Huron Electric and Windemuller to install dimmer switches with the ability to turn lights on and off. Huron Electric came in at a lower rate at \$1,585 for sixteen lights. Also needed is to have outlets installed in the meeting room for the elections estimated around \$500.

**Motion by Hoxsie to contract Huron Electric for lights and outlets not to exceed \$2300, supported by Jenema. Roll Call motion carried unanimously.**

### **2. Tax Tribunal on the former Kmart property – Jenema**

Jenema informed the former Kmart property filed a tax tribunal. They would like an assessment taxable value of 1.4 million. After doing some comparisons with other properties in the area the Assessor felt that amount would be reasonable. They would like a motion from the board to accept that evaluation.

**Motion by Nelson for the board to accept the recommendation of the Assessor's evaluation to be 1.4 million for the former Kmart property, supported by Aukerman. Motion carried unanimously.**

### **3. Part time Zoning Administrator update – Jenema**

Jenema gave a job description for a part time Zoning Administrator who would report to the Township Treasurer and Zoning Administrator. The Zoning Administrator Assistant is needed to support the duties of the Zoning Administrator and code enforcement. An ad will be put out for potential applicants. The census of the board was to move forward with filling this position.

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

Personnel from Redbud Roots were in attendance and stated they hope that Acme Township will decide to opt-in for adult use marijuana. Their facility will be opening on December 15.

Jenema informed there has been a request from TART trail to have an open joint meeting with them, the board, planning commission, and the parks & trails committee for feedback on the Acme Connector Trail. A place to accommodate everyone and date to be set in December will be determined.

**ADJOURN: Motion by Nelson to adjourn, supported by White. Meeting adjourned at 10:05 pm**

# DRAFT UNAPPROVED

## CERTIFICATION

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

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Cathy Dye, CMMC, Acme Township Clerk



11/25/2019 12:42 PM  
 User: SARAH  
 DB: ACME TOWNSHIP

CASH SUMMARY BY BANK FOR ACME TOWNSHIP  
 FROM 10/01/2019 TO 10/31/2019

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Bank Code	Description	Beginning Balance 10/01/2019	Total Debits	Total Credits	Ending Balance 10/31/2019
CHASE	GENERAL FUND				
101	GENERAL FUND	816,040.17	104,863.08	66,161.11	854,742.14
206	FIRE FUND	53,457.00	0.00	20,465.90	32,991.10
207	POLICE PROTECTION	13,061.03	0.00	20,653.25	(7,592.22)
208	PARK FUND	18,016.92	127.00	0.00	18,143.92
209	CEMETERY FUND	16,493.53	0.00	100.00	16,393.53
212	LIQUOR FUND	16,714.45	0.00	0.00	16,714.45
	GENERAL FUND	933,783.10	104,990.08	107,380.26	931,392.92
FARM	FARMLAND PRESERVATION				
225	FARMLAND PRESERVATION	991,814.66	151.58	0.00	991,966.24
	FARMLAND PRESERVATION	991,814.66	151.58	0.00	991,966.24
FARMM	FARMLAND PRESERVATION - MONEY MARKET				
225	FARMLAND PRESERVATION	5,208.81	0.22	0.00	5,209.03
	FARMLAND PRESERVATION - MONEY MARKET	5,208.81	0.22	0.00	5,209.03
GENHY	GENERAL FUND - HIGH YIELD				
101	GENERAL FUND	157,544.80	20.07	0.00	157,564.87
	GENERAL FUND - HIGH YIELD	157,544.80	20.07	0.00	157,564.87
GENMM	GENERAL FUND - MONEY MARKET				
101	GENERAL FUND	299,049.19	50.80	0.00	299,099.99
	GENERAL FUND - MONEY MARKET	299,049.19	50.80	0.00	299,099.99
LIQ	LIQUOR MONEY MARKET				
212	LIQUOR FUND	7,002.63	0.30	0.00	7,002.93
	LIQUOR MONEY MARKET	7,002.63	0.30	0.00	7,002.93
PARKS	BAYSIDE PARK				
402	BAYSIDE PARK CAPITAL FUND	20,453.69	0.00	20,453.69	0.00
403	TRAVERSE CITY TO CHARLEVOIX TRAIL FU	0.00	10,535.84	0.00	10,535.84
	BAYSIDE PARK	20,453.69	10,535.84	20,453.69	10,535.84
PETTY	PETTY CASH				
101	GENERAL FUND	200.00	0.00	0.00	200.00
	PETTY CASH	200.00	0.00	0.00	200.00

11/25/2019 12:42 PM  
User: SARAH  
DB: ACME TOWNSHIP

CASH SUMMARY BY BANK FOR ACME TOWNSHIP  
FROM 10/01/2019 TO 10/31/2019

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Bank Code	Description	Beginning Balance 10/01/2019	Total Debits	Total Credits	Ending Balance 10/31/2019
SADH	HOLIDAY 818				
811	HOLIDAY HILLS AREA IMPROVEMENT	244,920.75	0.00	0.00	244,920.75
	HOLIDAY 818	244,920.75	0.00	0.00	244,920.75
SEWER	ACME RELIEF SEWER				
590	ACME RELIEF SEWER	2,273,033.91	79,983.66	75,589.76	2,277,427.81
591	WATER FUND- HOPE VILLAGE	3,431.70	0.00	1,107.13	2,324.57
	ACME RELIEF SEWER	2,276,465.61	79,983.66	76,696.89	2,279,752.38
SEWMM	ACME RELIEF SEWER MONEY MARKET				
590	ACME RELIEF SEWER	197,733.01	25.19	0.00	197,758.20
	ACME RELIEF SEWER MONEY MARKET	197,733.01	25.19	0.00	197,758.20
SHORE	SHORELINE PRESERVATION				
296	SHORELINE PPRESERVATION	1,385.04	0.21	0.00	1,385.25
	SHORELINE PRESERVATION	1,385.04	0.21	0.00	1,385.25
TAX	CURRENT TAX COLLECTION				
703	CURRENT TAX COLLECTION	1,282,080.30	69,373.78	1,170,599.11	180,854.97
	CURRENT TAX COLLECTION	1,282,080.30	69,373.78	1,170,599.11	180,854.97
TRUST	TRUST & AGENCY				
701	TRUST AND AGENCY	55,700.00	0.00	0.00	55,700.00
	TRUST & AGENCY	55,700.00	0.00	0.00	55,700.00
	TOTAL - ALL FUNDS	6,473,341.59	265,131.73	1,375,129.95	5,363,343.37

*Sarah Lawrence*  
*Deputy Treasurer*  
*11/25/19*

PERIOD ENDING 10/31/2019

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2019 NORMAL (ABNORMAL)	MONTH 10/31/2019 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
Dept 000						
101-000-402.000	CURRENT PROPERTY TAXES	241,700.00	0.00	0.00	241,700.00	0.00
101-000-412.000	PERSONAL PROP TAXES	15,400.00	0.00	0.00	15,400.00	0.00
101-000-445.020	PENALTIES& INTEREST	2,000.00	1,518.93	1,343.03	481.07	75.95
101-000-447.000	ADMINISTRATIVE FEE 1%	104,060.00	85,314.88	11,693.92	18,745.12	81.99
101-000-448.000	CABLE TV FEE	86,400.00	0.00	0.00	86,400.00	0.00
101-000-465.000	PASSPORT FEES	1,500.00	626.25	70.00	873.75	41.75
101-000-574.000	ST SHARED SALES TAX	380,564.00	68,417.00	68,112.00	312,147.00	17.98
101-000-577.000	SWAMP TAX	1,450.00	0.00	0.00	1,450.00	0.00
101-000-602.000	GRANTS	15,000.00	0.00	0.00	15,000.00	0.00
101-000-602.004	ENDOWMENT	9,465.00	0.00	0.00	9,465.00	0.00
101-000-607.000	CHARGES FOR SERVICES	3,010.00	460.64	270.98	2,549.36	15.30
101-000-608.001	Zoning Fees	17,600.00	10,265.00	5,765.00	7,335.00	58.32
101-000-610.000	Revenues for Escrow Account	6,200.00	5,300.00	1,300.00	900.00	85.48
101-000-631.000	CONS INDUSTRY ANNUAL MAINT FE	7,800.00	0.00	0.00	7,800.00	0.00
101-000-665.000	INTEREST ON INVESTMENTS	510.00	210.52	0.00	299.48	41.28
101-000-665.001	INTEREST SEPTAGE RECEIVED	2,450.00	0.00	0.00	2,450.00	0.00
101-000-667.000	RENT-PARKS	120.00	180.00	0.00	(60.00)	150.00
101-000-671.010	CIVIL INFRACTION FEES	100.00	0.00	0.00	100.00	0.00
101-000-676.000	REIMBURSEMENTS	30,100.00	5,174.17	854.46	24,925.83	17.19
101-000-699.000	TRANSFER IN	15,453.69	15,453.69	15,453.69	0.00	100.00
Total Dept 000		940,882.69	192,921.08	104,863.08	747,961.61	20.50
TOTAL REVENUES		940,882.69	192,921.08	104,863.08	747,961.61	20.50
Expenditures						
Dept 000						
101-000-465.001	POSTAGE FOR PASSPORTS	450.00	124.33	47.48	325.67	27.63
101-000-992.000	CONTINGENCY	56,000.00	0.00	0.00	56,000.00	0.00
101-000-994.000	TC TALUS CONTRACT SERVICES	1,000.00	0.00	0.00	1,000.00	0.00
101-000-997.300	FOURTH OF JULY FIREWORKS	350.00	0.00	0.00	350.00	0.00
101-000-998.000	GT COUNTY ROAD COMMISSION TART	5,000.00	586.50	586.50	4,413.50	11.73
Total Dept 000		62,800.00	710.83	633.98	62,089.17	1.13
Dept 101 - TOWNSHIP BOARD OF TRUSTEES						
101-101-702.000	SALARIES	35,300.00	11,500.01	2,800.01	23,799.99	32.58
101-101-703.001	SECRETARY	33,078.00	10,847.21	2,736.80	22,230.79	32.79
101-101-705.001	PER DIEM TRUSTEES	300.00	0.00	0.00	300.00	0.00
101-101-714.000	FICA LOCAL SHARE	5,116.00	1,795.00	444.76	3,321.00	35.09
101-101-726.000	SUPPLIES & POSTAGE	1,800.00	686.00	9.45	1,114.00	38.11
101-101-801.000	ACCOUNTING & AUDIT	11,000.00	10,300.00	5,150.00	700.00	93.64
101-101-801.001	INTERNAL ACCOUNTANT	600.00	375.00	0.00	225.00	62.50
101-101-802.001	ATTORNEY SERVICES LITIGATION	1,200.00	30.00	0.00	1,170.00	2.50
101-101-802.002	ATTORNEY SERVICES	12,000.00	2,883.05	735.00	9,116.95	24.03
101-101-802.005	CONTRACTED COMMUNITY SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
101-101-803.003	ENGINEERING SERVICES	25,000.00	2,255.84	0.00	22,744.16	9.02
101-101-804.000	SOFTWARE SUPPORT & PROCESSIN	27,500.00	6,905.32	2,421.50	20,594.68	25.11
101-101-860.000	TRAVEL & MILEAGE	200.00	0.00	0.00	200.00	0.00
101-101-874.000	RETIREMENT/PENSION	3,808.00	1,289.19	315.81	2,518.81	33.85
101-101-900.000	PUBLICATIONS	1,800.00	1,074.35	229.40	725.65	59.69
101-101-910.000	INSURANCE	6,100.00	1,868.25	342.35	4,231.75	30.63
101-101-958.000	EDUCATION/TRAINING/CONVENTION	300.00	0.00	0.00	300.00	0.00

PERIOD ENDING 10/31/2019

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2019 NORMAL (ABNORMAL)	MONTH 10/31/2019 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-101-960.000	dues subscriptions	5,970.00	5,990.59	0.00	(20.59)	100.34
Total Dept 101 - TOWNSHIP BOARD OF TRUSTEES		176,072.00	57,799.81	15,185.08	118,272.19	32.83
Dept 171 - SUPERVISOR EXPENDITURES						
101-171-702.000	SALARIES	40,000.00	15,278.72	4,980.69	24,721.28	38.20
101-171-714.000	FICA LOCAL SHARE	3,600.00	1,257.11	398.68	2,342.89	34.92
101-171-726.000	SUPPLIES & POSTAGE	50.00	0.00	0.00	50.00	0.00
101-171-860.000	TRAVEL & MILEAGE	300.00	0.00	0.00	300.00	0.00
101-171-874.000	RETIREMENT/PENSION	4,750.00	1,269.22	253.84	3,480.78	26.72
101-171-910.000	INSURANCE	13,000.00	1,153.88	230.78	11,846.12	8.88
101-171-958.000	EDUCATION/TRAINING/CONVENTION	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 171 - SUPERVISOR EXPENDITURES		63,200.00	18,958.93	5,863.99	44,241.07	30.00
Dept 191 - ELECTION EXPENDITURES						
101-191-702.000	SALARIES	9,000.00	0.00	0.00	9,000.00	0.00
101-191-714.000	FICA LOCAL SHARE	50.00	0.00	0.00	50.00	0.00
101-191-726.000	SUPPLIES & POSTAGE	5,000.00	242.01	119.62	4,757.99	4.84
101-191-900.000	PUBLICATIONS	200.00	0.00	0.00	200.00	0.00
Total Dept 191 - ELECTION EXPENDITURES		14,250.00	242.01	119.62	14,007.99	1.70
Dept 209 - ASSESSOR'S EXPENDITURES						
101-209-702.000	SALARIES	5,500.00	1,666.68	416.67	3,833.32	30.30
101-209-714.000	FICA LOCAL SHARE	400.00	127.51	31.88	272.49	31.88
101-209-726.000	SUPPLIES & POSTAGE	3,500.00	15.15	0.00	3,484.85	0.43
101-209-803.002	ASSESSING CONTRACT SERVICES	44,150.00	14,716.67	3,679.17	29,433.33	33.33
101-209-803.004	ASSESSOR'S EVALUATION SERVICES	3,000.00	489.35	165.15	2,510.65	16.31
101-209-804.000	SOFTWARE SUPPORT & PROCESSIN	1,700.00	1,497.00	0.00	203.00	88.06
Total Dept 209 - ASSESSOR'S EXPENDITURES		58,250.00	18,512.36	4,292.87	39,737.64	31.78
Dept 215 - CLERK'S EXPENDITURES						
101-215-702.000	SALARIES	41,508.00	12,771.68	3,192.92	28,736.32	30.77
101-215-703.000	WAGES DEPUTY/SEC/PRT TIME	21,164.00	5,522.27	1,336.63	15,641.73	26.09
101-215-714.000	FICA LOCAL SHARE	4,880.00	1,158.60	281.90	3,721.40	23.74
101-215-726.000	SUPPLIES & POSTAGE	700.00	264.48	20.00	435.52	37.78
101-215-804.000	SOFTWARE SUPPORT & PROCESSIN	2,300.00	2,215.00	0.00	85.00	96.30
101-215-860.000	TRAVEL & MILEAGE	1,000.00	212.79	212.79	787.21	21.28
101-215-874.000	RETIREMENT/PENSION	6,267.00	1,829.45	452.97	4,437.55	29.19
101-215-910.000	INSURANCE	12,500.00	2,876.70	958.90	9,623.30	23.01
101-215-958.000	EDUCATION/TRAINING/CONVENTION	1,700.00	100.00	100.00	1,600.00	5.88
Total Dept 215 - CLERK'S EXPENDITURES		92,019.00	26,950.97	6,556.11	65,068.03	29.29
Dept 247 - BOARD OF REVIEW						
101-247-702.000	SALARIES	746.00	48.00	0.00	698.00	6.43
101-247-714.000	FICA LOCAL SHARE	60.00	3.66	0.00	56.34	6.10
101-247-900.000	PUBLICATIONS	50.00	0.00	0.00	50.00	0.00
101-247-956.000	MISCELLANEOUS	160.00	0.00	0.00	160.00	0.00



PERIOD ENDING 10/31/2019

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 10/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 247 - BOARD OF REVIEW						
		1,016.00	51.66	0.00	964.34	5.08
Dept 253 - TREASURER'S EXPENDITURES						
101-253-702.000	SALARIES	25,159.00	7,741.20	1,935.30	17,417.80	30.77
101-253-703.000	WAGES DEPUTY/SEC/PRT TIME	28,159.00	8,664.32	2,166.08	19,494.68	30.77
101-253-714.000	FICA LOCAL SHARE	4,553.00	1,349.18	337.29	3,203.82	29.63
101-253-726.000	SUPPLIES & POSTAGE	5,600.00	72.50	0.00	5,527.50	1.29
101-253-804.000	SOFTWARE SUPPORT & PROCESSIN	2,700.00	1,979.00	0.00	721.00	73.30
101-253-860.000	TRAVEL & MILEAGE	200.00	0.00	0.00	200.00	0.00
101-253-874.000	RETIREMENT/PENSION	5,531.00	1,763.60	440.90	3,767.40	31.89
101-253-910.000	INSURANCE	4,000.00	1,230.80	307.70	2,769.20	30.77
101-253-958.000	EDUCATION/TRAINING/CONVENTION	400.00	0.00	0.00	400.00	0.00
Total Dept 253 - TREASURER'S EXPENDITURES						
		76,302.00	22,800.60	5,187.27	53,501.40	29.88
Dept 265 - TOWNHALL EXPENDITURES						
101-265-726.000	SUPPLIES & POSTAGE	2,200.00	1,390.72	1,073.44	809.28	63.21
101-265-851.000	CABLE INTERNET SERVICES	4,290.00	1,330.08	334.11	2,959.92	31.00
101-265-920.000	ELECTRIC UTILITIES TOWNHALL	18,200.00	5,353.69	2,245.85	12,846.31	29.42
101-265-921.000	STREET LIGHTS	12,000.00	2,743.61	1,374.34	9,256.39	22.86
101-265-922.000	DTE GAS	3,800.00	114.77	44.17	3,685.23	3.02
101-265-923.000	SEWER TOWNSHIP HALL	720.00	180.00	60.00	540.00	25.00
101-265-930.000	REPAIRS & MAINT	20,000.00	10,451.17	2,454.24	9,548.83	52.26
101-265-970.000	CAPITAL OUTLAY	34,000.00	24,646.45	249.59	9,353.55	72.49
Total Dept 265 - TOWNHALL EXPENDITURES						
		95,210.00	46,210.49	7,835.74	48,999.51	48.54
Dept 410 - PLANNING & ZONING EXPENDITURES						
101-410-702.001	PLANNING & ZONING ASSISTANT	30,160.00	0.00	0.00	30,160.00	0.00
101-410-702.002	PLANNING & ZONING ADMINISTRATOR	65,000.00	17,384.64	4,346.16	47,615.36	26.75
101-410-705.000	PER DIEM PLANNING/ZBA	11,000.00	2,100.00	2,000.00	8,900.00	19.09
101-410-714.000	FICA LOCAL SHARE	8,530.00	1,477.70	481.20	7,052.30	17.32
101-410-726.000	SUPPLIES & POSTAGE	200.00	103.89	103.89	96.11	51.95
101-410-726.001	POSTAGE T & A	120.00	0.00	0.00	120.00	0.00
101-410-802.001	ATTORNEY SERVICES LITIGATION	500.00	0.00	0.00	500.00	0.00
101-410-802.002	ATTORNEY SERVICES	10,500.00	1,530.00	600.00	8,970.00	14.57
101-410-802.003	ATTORNEY T & A	1,000.00	0.00	0.00	1,000.00	0.00
101-410-803.000	PLANNER SERVICES	7,000.00	0.00	0.00	7,000.00	0.00
101-410-803.001	PLANNING CONSULTANT	12,500.00	3,665.44	3,665.44	8,834.56	29.32
101-410-803.003	ENGINEERING SERVICES	3,000.00	0.00	0.00	3,000.00	0.00
101-410-803.004	ENGINEERING SERVICES T&A	3,000.00	55.00	0.00	2,945.00	1.83
101-410-803.005	PLANNING & CONSULTANT T & A	3,000.00	970.00	970.00	2,030.00	32.33
101-410-803.006	STAFF REVIEW T & A	1,800.00	0.00	0.00	1,800.00	0.00
101-410-804.000	SOFTWARE SUPPORT & PROCESSIN	2,850.00	0.00	0.00	2,850.00	0.00
101-410-860.000	TRAVEL & MILEAGE	700.00	0.00	0.00	700.00	0.00
101-410-874.000	RETIREMENT/PENSION	6,750.00	(217.31)	0.00	6,967.31	(3.22)
101-410-900.000	PUBLICATIONS	2,100.00	706.50	0.00	1,393.50	33.64
101-410-900.001	PUBLICATIONS T & A	1,000.00	109.55	109.55	890.45	10.96
101-410-910.000	INSURANCE	10,500.00	955.72	318.98	9,544.28	9.10
101-410-949.000	RENTAL OF SPACE	300.00	0.00	0.00	300.00	0.00
101-410-956.000	MISCELLANEOUS	100.00	0.00	0.00	100.00	0.00
101-410-958.000	EDUCATION/TRAINING/CONVENTION	2,000.00	0.00	0.00	2,000.00	0.00

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REVENUE AND EXPENDITURE REPORT FOR ACME TOWNSHIP  
 PERIOD ENDING 10/31/2019

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GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 10/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-410-960.000	dues subscriptions	500.00	0.00	0.00	500.00	0.00
101-410-964.000	REIMBURSEMENTS	0.00	2,785.00	0.00	(2,785.00)	100.00
Total Dept 410 - PLANNING & ZONING EXPENDITURES		184,110.00	31,626.13	12,595.22	152,483.87	17.18
Dept 750 - MAINT & PARKS EXPENDITURES						
101-750-703.000	WAGES DEPUTY/SEC/PRT TIME	21,600.00	10,911.75	2,596.50	10,688.25	50.52
101-750-714.000	FICA LOCAL SHARE	1,750.00	834.75	198.62	915.25	47.70
101-750-726.000	SUPPLIES & POSTAGE	1,000.00	0.00	0.00	1,000.00	0.00
101-750-860.000	TRAVEL & MILEAGE	150.00	0.00	0.00	150.00	0.00
101-750-930.000	REPAIRS & MAINT	40,615.00	10,844.57	3,291.57	29,770.43	26.70
101-750-930.001	PARK EQUIP MAINT	1,500.00	0.00	0.00	1,500.00	0.00
101-750-956.000	MISCELLANEOUS	2,400.00	0.00	0.00	2,400.00	0.00
Total Dept 750 - MAINT & PARKS EXPENDITURES		69,015.00	22,591.07	6,086.69	46,423.93	32.73
Dept 865 - INSURANCE						
101-865-910.000	INSURANCE	15,000.00	5,067.00	351.00	9,933.00	33.78
Total Dept 865 - INSURANCE		15,000.00	5,067.00	351.00	9,933.00	33.78
Dept 970 - CAPITAL IMPROVEMENTS						
101-970-750.000	MAINT & PARKS EXPENDITURES	5,000.00	0.00	0.00	5,000.00	0.00
101-970-975.000	TWNHALL CAPITAL IMPROVE	8,900.00	1,986.82	0.00	6,913.18	22.32
Total Dept 970 - CAPITAL IMPROVEMENTS		13,900.00	1,986.82	0.00	11,913.18	14.29
TOTAL EXPENDITURES		921,144.00	253,508.68	64,707.57	667,635.32	27.52
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		940,882.69	192,921.08	104,863.08	747,961.61	20.50
TOTAL EXPENDITURES		921,144.00	253,508.68	64,707.57	667,635.32	27.52
NET OF REVENUES & EXPENDITURES		19,738.69	(60,587.60)	40,155.51	80,326.29	306.95
Fund 206 - FIRE FUND						
Revenues						
Dept 000						
206-000-402.000	CURRENT PROPERTY TAXES	780,566.00	0.00	0.00	780,566.00	0.00
206-000-402.002	CURRENT PROPERTY TAX AMBULANCE	115,273.00	0.00	0.00	115,273.00	0.00
Total Dept 000		895,839.00	0.00	0.00	895,839.00	0.00
TOTAL REVENUES		895,839.00	0.00	0.00	895,839.00	0.00
Expenditures						
Dept 000						
206-000-802.004	CONTRACTED EMPLOYEE SERVICES	106,425.00	28,652.26	20,465.90	77,772.74	26.92

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REVENUE AND EXPENDITURE REPORT FOR ACME TOWNSHIP

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PERIOD ENDING 10/31/2019

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 10/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 206 - FIRE FUND						
Expenditures						
206-000-805.000	METRO FIRE CONTRACT	778,000.00	0.00	0.00	778,000.00	0.00
Total Dept 000		884,425.00	28,652.26	20,465.90	855,772.74	3.24
TOTAL EXPENDITURES		884,425.00	28,652.26	20,465.90	855,772.74	3.24
Fund 206 - FIRE FUND:						
TOTAL REVENUES		895,839.00	0.00	0.00	895,839.00	0.00
TOTAL EXPENDITURES		884,425.00	28,652.26	20,465.90	855,772.74	3.24
NET OF REVENUES & EXPENDITURES		11,414.00	(28,652.26)	(20,465.90)	40,066.26	251.03
Fund 207 - POLICE PROTECTION						
Revenues						
Dept 000						
207-000-402.000	CURRENT PROPERTY TAXES	54,126.00	0.00	0.00	54,126.00	0.00
207-000-671.000	MISC REVENUES	18,300.00	0.00	0.00	18,300.00	0.00
207-000-699.000	TRANSFER IN	9,500.00	0.00	0.00	9,500.00	0.00
Total Dept 000		81,926.00	0.00	0.00	81,926.00	0.00
TOTAL REVENUES		81,926.00	0.00	0.00	81,926.00	0.00
Expenditures						
Dept 000						
207-000-802.000	COMMUNITY POLICING CONTRACT	81,000.00	41,306.50	20,653.25	39,693.50	51.00
207-000-956.000	MISCELLANEOUS	800.00	0.00	0.00	800.00	0.00
Total Dept 000		81,800.00	41,306.50	20,653.25	40,493.50	50.50
TOTAL EXPENDITURES		81,800.00	41,306.50	20,653.25	40,493.50	50.50
Fund 207 - POLICE PROTECTION:						
TOTAL REVENUES		81,926.00	0.00	0.00	81,926.00	0.00
TOTAL EXPENDITURES		81,800.00	41,306.50	20,653.25	40,493.50	50.50
NET OF REVENUES & EXPENDITURES		126.00	(41,306.50)	(20,653.25)	41,432.50	32,782.9
Fund 208 - PARK FUND						
Revenues						
Dept 000						
208-000-600.000	CONTRIBUTIONS FROM RESIDENTS	5,400.00	7,370.30	127.00	(1,970.30)	136.49
Total Dept 000		5,400.00	7,370.30	127.00	(1,970.30)	136.49
TOTAL REVENUES		5,400.00	7,370.30	127.00	(1,970.30)	136.49

REVENUE AND EXPENDITURE REPORT FOR ACME TOWNSHIP

PERIOD ENDING 10/31/2019

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	10/31/2019 NORMAL (ABNORMAL)	MONTH 10/31/2019 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 208 - PARK FUND						
Expenditures						
Dept 000						
208-000-930.000	REPAIRS & MAINT	4,000.00	3,485.00	0.00	515.00	87.13
208-000-930.005	SHORELINE REDEVELOPMENT	4,000.00	0.00	0.00	4,000.00	0.00
Total Dept 000		8,000.00	3,485.00	0.00	4,515.00	43.56
TOTAL EXPENDITURES		8,000.00	3,485.00	0.00	4,515.00	43.56
Fund 208 - PARK FUND:						
TOTAL REVENUES		5,400.00	7,370.30	127.00	(1,970.30)	136.49
TOTAL EXPENDITURES		8,000.00	3,485.00	0.00	4,515.00	43.56
NET OF REVENUES & EXPENDITURES		(2,600.00)	3,885.30	127.00	(6,485.30)	149.43
Fund 209 - CEMETERY FUND						
Revenues						
Dept 000						
209-000-643.000	CEMETARY lot &plots	3,500.00	400.00	0.00	3,100.00	11.43
209-000-646.000	BURIAL FEE PAYMENTS	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 000		8,500.00	400.00	0.00	8,100.00	4.71
TOTAL REVENUES		8,500.00	400.00	0.00	8,100.00	4.71
Expenditures						
Dept 000						
209-000-726.000	SUPPLIES & POSTAGE	400.00	100.00	100.00	300.00	25.00
209-000-802.004	CONTRACTED EMPLOYEE SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
209-000-930.000	REPAIRS & MAINT	3,000.00	(371.04)	0.00	3,371.04	(12.37)
Total Dept 000		8,400.00	(271.04)	100.00	8,671.04	(3.23)
TOTAL EXPENDITURES		8,400.00	(271.04)	100.00	8,671.04	(3.23)
Fund 209 - CEMETERY FUND:						
TOTAL REVENUES		8,500.00	400.00	0.00	8,100.00	4.71
TOTAL EXPENDITURES		8,400.00	(271.04)	100.00	8,671.04	3.23
NET OF REVENUES & EXPENDITURES		100.00	671.04	(100.00)	(571.04)	671.04
Fund 212 - LIQUOR FUND						
Revenues						
Dept 000						
212-000-443.000	LIQUOR LICENSE FEES	12,500.00	11,446.60	0.00	1,053.40	91.57
212-000-665.000	INTEREST ON INVESTMENTS	3.10	0.88	0.00	2.22	28.39
Total Dept 000		12,503.10	11,447.48	0.00	1,055.62	91.56



## PERIOD ENDING 10/31/2019

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDG USED
		AMENDED BUDGET	10/31/2019 NORMAL (ABNORMAL)	MONTH 10/31/2019 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 212 - LIQUOR FUND						
Revenues						
TOTAL REVENUES		12,503.10	11,447.48	0.00	1,055.62	91.56
Expenditures						
Dept 000						
212-000-999.000	TRANSFER TO OTHER FUNDS	9,500.00	0.00	0.00	9,500.00	0.00
Total Dept 000		9,500.00	0.00	0.00	9,500.00	0.00
TOTAL EXPENDITURES		9,500.00	0.00	0.00	9,500.00	0.00
Fund 212 - LIQUOR FUND:						
TOTAL REVENUES		12,503.10	11,447.48	0.00	1,055.62	91.56
TOTAL EXPENDITURES		9,500.00	0.00	0.00	9,500.00	0.00
NET OF REVENUES & EXPENDITURES		3,003.10	11,447.48	0.00	(8,444.38)	381.19
Fund 225 - FARMLAND PRESERVATION						
Revenues						
Dept 000						
225-000-402.000	CURRENT PROPERTY TAXES	260,779.00	0.00	0.00	260,779.00	0.00
225-000-665.000	INTEREST ON INVESTMENTS	600.00	464.12	0.00	135.88	77.35
225-000-671.000	MISC REVENUES	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 000		263,379.00	464.12	0.00	262,914.88	0.18
TOTAL REVENUES		263,379.00	464.12	0.00	262,914.88	0.18
Expenditures						
Dept 000						
225-000-802.002	ATTORNEY SERVICES	2,000.00	0.00	0.00	2,000.00	0.00
225-000-802.004	CONTRACTED EMPLOYEE SERVICES	30,750.00	15,250.00	0.00	15,500.00	49.59
225-000-941.000	PDR PYMT TO LANDOWNERS	224,000.00	0.00	0.00	224,000.00	0.00
225-000-942.000	APPRAISAL EXPENSES	8,200.00	0.00	0.00	8,200.00	0.00
Total Dept 000		264,950.00	15,250.00	0.00	249,700.00	5.76
TOTAL EXPENDITURES		264,950.00	15,250.00	0.00	249,700.00	5.76
Fund 225 - FARMLAND PRESERVATION:						
TOTAL REVENUES		263,379.00	464.12	0.00	262,914.88	0.18
TOTAL EXPENDITURES		264,950.00	15,250.00	0.00	249,700.00	5.76
NET OF REVENUES & EXPENDITURES		(1,571.00)	(14,785.88)	0.00	13,214.88	941.18
Fund 296 - SHORELINE PPRESERVATION						
Revenues						
Dept 000						

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PERIOD ENDING 10/31/2019

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 10/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 296 - SHORELINE PPRESERVATION						
Revenues						
296-000-665.000	INTEREST ON INVESTMENTS	0.00	0.64	0.00	(0.64)	100.00
Total Dept 000		0.00	0.64	0.00	(0.64)	100.00
TOTAL REVENUES		0.00	0.64	0.00	(0.64)	100.00
Fund 296 - SHORELINE PPRESERVATION:						
TOTAL REVENUES		0.00	0.64	0.00	(0.64)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.64	0.00	(0.64)	100.00
Fund 402 - BAYSIDE PARK CAPITAL FUND						
Revenues						
Dept 000						
402-000-600.000	CONTRIBUTIONS FROM RESIDENTS	2,500.00	0.00	0.00	2,500.00	0.00
402-000-602.002	TRUST FUND DEVELOPMENT GRANT-MDNR	30,000.00	0.00	0.00	30,000.00	0.00
Total Dept 000		32,500.00	0.00	0.00	32,500.00	0.00
TOTAL REVENUES		32,500.00	0.00	0.00	32,500.00	0.00
Expenditures						
Dept 000						
402-000-803.003	ENGINEERING SERVICES	1,000.00	385.00	0.00	615.00	38.50
402-000-930.002	PARKS & RECREATION EXPENDITURE	15,000.00	0.00	0.00	15,000.00	0.00
402-000-999.000	TRANSFER TO OTHER FUNDS	20,453.69	20,453.69	20,453.69	0.00	100.00
Total Dept 000		36,453.69	20,838.69	20,453.69	15,615.00	57.16
TOTAL EXPENDITURES		36,453.69	20,838.69	20,453.69	15,615.00	57.16
Fund 402 - BAYSIDE PARK CAPITAL FUND:						
TOTAL REVENUES		32,500.00	0.00	0.00	32,500.00	0.00
TOTAL EXPENDITURES		36,453.69	20,838.69	20,453.69	15,615.00	57.16
NET OF REVENUES & EXPENDITURES		(3,953.69)	(20,838.69)	(20,453.69)	16,885.00	527.07
Fund 403 - TRAVERSE CITY TO CHARLEVOIX TRAIL FUND						
Revenues						
Dept 000						
403-000-602.006	COMMUNITY GROWTH GRANT	0.00	5,535.84	5,535.84	(5,535.84)	100.00
403-000-699.000	TRANSFER IN	5,000.00	5,000.00	5,000.00	0.00	100.00
Total Dept 000		5,000.00	10,535.84	10,535.84	(5,535.84)	210.72

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GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 10/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 403 - TRAVERSE CITY TO CHARLEVOIX TRAIL FUND						
Revenues						
TOTAL REVENUES		5,000.00	10,535.84	10,535.84	(5,535.84)	210.72
Fund 403 - TRAVERSE CITY TO CHARLEVOIX TRAIL FUND:						
TOTAL REVENUES		5,000.00	10,535.84	10,535.84	(5,535.84)	210.72
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		5,000.00	10,535.84	10,535.84	(5,535.84)	210.72
Fund 590 - ACME RELIEF SEWER						
Revenues						
Dept 000						
590-000-460.000	USAGE&CONNECTION FEES	902,640.00	150,790.58	78,401.36	751,849.42	16.71
590-000-633.000	REPLACEMENT	2,500.00	0.00	0.00	2,500.00	0.00
590-000-634.000	IMPROVEMENTS	21,500.00	0.00	0.00	21,500.00	0.00
590-000-665.000	INTEREST ON INVESTMENTS	2,600.00	1,103.71	0.00	1,496.29	42.45
Total Dept 000		929,240.00	151,894.29	78,401.36	777,345.71	16.35
Dept 550 - HOPE VILLAGE- WATER						
590-550-460.000	USAGE&CONNECTION FEES	0.00	1,230.79	1,230.79	(1,230.79)	100.00
Total Dept 550 - HOPE VILLAGE- WATER		0.00	1,230.79	1,230.79	(1,230.79)	100.00
TOTAL REVENUES		929,240.00	153,125.08	79,632.15	776,114.92	16.48
Expenditures						
Dept 000						
590-000-802.002	ATTORNEY SERVICES	1,000.00	0.00	0.00	1,000.00	0.00
590-000-803.003	ENGINEERING SERVICES	34,500.00	2,727.50	485.00	31,772.50	7.91
590-000-956.001	OPERATING & MAINT EXP	425,000.00	95,799.32	70,590.58	329,200.68	22.54
590-000-956.003	HOCH ROAD #697 EXP	1,200.00	125.62	80.20	1,074.38	10.47
590-000-995.001	INTEREST on BONDS	22,500.00	4,433.98	4,433.98	18,066.02	19.71
590-000-995.002	PRINCIPAL ON JOINT VENTURE	103,402.00	0.00	0.00	103,402.00	0.00
Total Dept 000		587,602.00	103,086.42	75,589.76	484,515.58	17.54
TOTAL EXPENDITURES		587,602.00	103,086.42	75,589.76	484,515.58	17.54
Fund 590 - ACME RELIEF SEWER:						
TOTAL REVENUES		929,240.00	153,125.08	79,632.15	776,114.92	16.48
TOTAL EXPENDITURES		587,602.00	103,086.42	75,589.76	484,515.58	17.54
NET OF REVENUES & EXPENDITURES		341,638.00	50,038.66	4,042.39	291,599.34	14.65
Fund 591 - WATER FUND- HOPE VILLAGE						
Revenues						
Dept 550 - HOPE VILLAGE- WATER						
591-550-460.000	USAGE&CONNECTION FEES	14,749.00	1,231.94	0.00	13,517.06	8.35

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GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 10/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 591 - WATER FUND- HOPE VILLAGE Revenues						
Total Dept 550 - HOPE VILLAGE- WATER		14,749.00	1,231.94	0.00	13,517.06	8.35
TOTAL REVENUES		14,749.00	1,231.94	0.00	13,517.06	8.35
Expenditures						
Dept 550 - HOPE VILLAGE- WATER						
591-550-956.001	OPERATING & MAINT EXP	12,700.00	1,899.06	1,107.13	10,800.94	14.95
Total Dept 550 - HOPE VILLAGE- WATER		12,700.00	1,899.06	1,107.13	10,800.94	14.95
TOTAL EXPENDITURES		12,700.00	1,899.06	1,107.13	10,800.94	14.95
Fund 591 - WATER FUND- HOPE VILLAGE:						
TOTAL REVENUES		14,749.00	1,231.94	0.00	13,517.06	8.35
TOTAL EXPENDITURES		12,700.00	1,899.06	1,107.13	10,800.94	14.95
NET OF REVENUES & EXPENDITURES		2,049.00	(667.12)	(1,107.13)	2,716.12	32.56
Fund 703 - CURRENT TAX COLLECTION						
Expenditures						
Dept 000						
703-000-876.000	REFUNDS & OVERPAYMENTS	0.00	(1.53)	(0.06)	1.53	100.00
Total Dept 000		0.00	(1.53)	(0.06)	1.53	100.00
TOTAL EXPENDITURES		0.00	(1.53)	(0.06)	1.53	100.00
Fund 703 - CURRENT TAX COLLECTION:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	(1.53)	(0.06)	1.53	100.00
NET OF REVENUES & EXPENDITURES		0.00	1.53	0.06	(1.53)	100.00
Fund 811 - HOLIDAY HILLS AREA IMPROVEMENT						
Revenues						
Dept 000						
811-000-672.000	ASSESSMENTS CURRENT	68,000.00	0.00	0.00	68,000.00	0.00
811-000-672.020	PREPAID ASSESSMENTS	6,000.00	0.00	0.00	6,000.00	0.00
Total Dept 000		74,000.00	0.00	0.00	74,000.00	0.00
TOTAL REVENUES		74,000.00	0.00	0.00	74,000.00	0.00
Expenditures						
Dept 000						
811-000-995.001	INTEREST on BONDS	17,000.00	11,471.25	0.00	5,528.75	67.48

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GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 10/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 811 - HOLIDAY HILLS AREA IMPROVEMENT						
Expenditures						
811-000-997.000	DEBT PAYMENT TO COUNTY	55,000.00	55,000.00	0.00	0.00	100.00
Total Dept 000		72,000.00	66,471.25	0.00	5,528.75	92.32
TOTAL EXPENDITURES		72,000.00	66,471.25	0.00	5,528.75	92.32
Fund 811 - HOLIDAY HILLS AREA IMPROVEMENT:						
TOTAL REVENUES		74,000.00	0.00	0.00	74,000.00	0.00
TOTAL EXPENDITURES		72,000.00	66,471.25	0.00	5,528.75	92.32
NET OF REVENUES & EXPENDITURES		2,000.00	(66,471.25)	0.00	68,471.25	3,323.56
TOTAL REVENUES - ALL FUNDS		3,263,918.79	377,496.48	195,158.07	2,886,422.31	11.57
TOTAL EXPENDITURES - ALL FUNDS		2,886,974.69	534,225.29	203,077.24	2,352,749.40	18.50
NET OF REVENUES & EXPENDITURES		376,944.10	(156,728.81)	(7,919.17)	533,672.91	41.58



Fund 101 GENERAL FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
101-000-001.000	CASH-CHECKING	738,593.67	854,742.14
101-000-002.000	CASH ON HAND (PETTY CASH)	200.00	200.00
101-000-004.000	3735-MONEY MARKET	298,898.49	299,049.19
101-000-005.000	1886-HIGH YIELD	157,484.98	157,544.80
101-000-018.000	MISC RECEIVABLE (IMMANUAL/BATES ACCT)	43,331.38	43,331.38
101-000-072.000	G.T. COUNTY SEPTAGE BOND/LOAN	111,209.26	111,209.26
Total Assets		1,591,381.39	1,466,076.77
*** Liabilities ***			
101-000-231.200	OTHER PAYROLL DEDUCTIONS	649.89	(1,195.26)
101-000-339.000	DEFERRED REVENUE	43,331.38	43,331.38
Total Liabilities		106,853.14	42,136.12
*** Fund Balance ***			
101-000-378.000	PA48 METRO FUND-RESTRICTED	94.00	94.00
101-000-378.001	PUBLIC BROADCAST EQUIP FUND-RESTRICTED	6,864.00	6,864.00
101-000-382.000	SELF FUND ACCTS (PAYABLE 6 MONTHS)-COM	388,125.00	388,125.00
101-000-382.003	SEPTAGE PLANT BOND BUYOUT-COMMITTED	102,924.74	102,924.74
101-000-382.004	TOWNSHIP HALL/COMMUNITY CTR-COMMITTED	30,000.00	30,000.00
101-000-382.005	GTTC ENGINEER PROJECT MNGT-COMMITTED	32,000.00	32,000.00
101-000-390.000	Fund Balance	924,520.51	924,520.51
Total Fund Balance		1,484,528.25	1,484,528.25
Beginning Fund Balance			1,484,528.25
Net of Revenues VS Expenditures			(60,587.60)
Ending Fund Balance			1,423,940.65
Total Liabilities And Fund Balance			1,466,076.77

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Fund 206 FIRE FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
206-000-001.000	CASH-CHECKING	78,016.08	32,991.10
Total Assets		78,016.08	32,991.10
*** Liabilities ***			
Total Liabilities		16,372.72	0.00
*** Fund Balance ***			
206-000-390.000	Fund Balance	61,643.36	61,643.36
Total Fund Balance		61,643.36	61,643.36
Beginning Fund Balance			61,643.36
Net of Revenues VS Expenditures			(28,652.26)
Ending Fund Balance			32,991.10
Total Liabilities And Fund Balance			32,991.10

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Fund 207 POLICE PROTECTION

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
207-000-001.000	CASH-CHECKING	33,714.28	(7,592.22)
Total Assets		33,714.28	(7,592.22)
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
207-000-390.000	Fund Balance	33,714.28	33,714.28
Total Fund Balance		33,714.28	33,714.28
Beginning Fund Balance			33,714.28
Net of Revenues VS Expenditures			(41,306.50)
Ending Fund Balance			(7,592.22)
Total Liabilities And Fund Balance			(7,592.22)

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Fund 208 PARK FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
208-000-001.000	CASH-CHECKING	14,079.24	18,143.92
Total Assets		14,258.62	18,143.92
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
208-000-390.000	Fund Balance	14,258.62	14,258.62
Total Fund Balance		14,258.62	14,258.62
Beginning Fund Balance			14,258.62
Net of Revenues VS Expenditures			3,885.30
Ending Fund Balance			18,143.92
Total Liabilities And Fund Balance			18,143.92

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Fund 209 CEMETERY FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
209-000-001.000	CASH-CHECKING	16,093.53	16,393.53
Total Assets		16,093.53	16,393.53
*** Liabilities ***			
Total Liabilities		371.04	0.00
*** Fund Balance ***			
209-000-390.000	Fund Balance	15,722.49	15,722.49
Total Fund Balance		15,722.49	15,722.49
Beginning Fund Balance			15,722.49
Net of Revenues VS Expenditures			671.04
Ending Fund Balance			16,393.53
Total Liabilities And Fund Balance			16,393.53



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Fund 212 LIQUOR FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
212-000-001.000	CASH-CHECKING	5,267.85	16,714.45
212-000-004.000	0650-MONEY MARKET	7,001.75	7,002.63
Total Assets		12,269.60	23,717.08
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
212-000-390.000	Fund Balance	12,269.60	12,269.60
Total Fund Balance		12,269.60	12,269.60
Beginning Fund Balance			12,269.60
Net of Revenues VS Expenditures			11,447.48
Ending Fund Balance			23,717.08
Total Liabilities And Fund Balance			23,717.08

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Fund 225 FARMLAND PRESERVATION

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
225-000-001.000	9937-CASH-CHECKING	1,006,601.19	991,814.66
225-000-004.000	4319-MONEY MARKET	5,208.16	5,208.81
Total Assets		1,011,809.35	997,023.47
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
225-000-390.000	Fund Balance	1,011,809.35	1,011,809.35
Total Fund Balance		1,011,809.35	1,011,809.35
Beginning Fund Balance			1,011,809.35
Net of Revenues VS Expenditures			(14,785.88)
Ending Fund Balance			997,023.47
Total Liabilities And Fund Balance			997,023.47

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BALANCE SHEET FOR ACME TOWNSHIP  
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Fund 296 SHORELINE PPRESERVATION

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
296-000-001.000	CASH-CHECKING	1,384.40	1,385.04
Total Assets		1,384.40	1,385.04
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
296-000-390.000	Fund Balance	1,384.40	1,384.40
Total Fund Balance		1,384.40	1,384.40
Beginning Fund Balance			1,384.40
Net of Revenues VS Expenditures			0.64
Ending Fund Balance			1,385.04
Total Liabilities And Fund Balance			1,385.04

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BALANCE SHEET FOR ACME TOWNSHIP  
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Fund 402 BAYSIDE PARK CAPITAL FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
	Total Assets	171,498.69	0.00
*** Liabilities ***			
	Total Liabilities	150,660.00	0.00
*** Fund Balance ***			
402-000-390.000	FUND BALANCE	20,838.69	20,838.69
	Total Fund Balance	20,838.69	20,838.69
	Beginning Fund Balance		20,838.69
	Net of Revenues VS Expenditures		(20,838.69)
	Ending Fund Balance		0.00
	Total Liabilities And Fund Balance		0.00

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BALANCE SHEET FOR ACME TOWNSHIP  
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Fund 403 TRAVERSE CITY TO CHARLEVOIX TRAIL FUND

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
403-000-001.000	CASH-CHECKING	0.00	10,535.84
Total Assets		0.00	10,535.84
*** Liabilities ***			
Total Liabilities		0.00	0.00
*** Fund Balance ***			
Total Fund Balance		0.00	0.00
Beginning Fund Balance			0.00
Net of Revenues VS Expenditures			10,535.84
Ending Fund Balance			10,535.84
Total Liabilities And Fund Balance			10,535.84

BALANCE SHEET FOR ACME TOWNSHIP  
Period Ending 10/31/2019

Fund 590 ACME RELIEF SEWER

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
590-000-001.000	9945-CASH-CHECKING	2,200,448.90	2,277,076.30
590-000-004.000	0651-MONEY MARKET	197,658.27	197,733.01
590-000-132.000	SEPTIC PLANT	470,853.00	470,853.00
590-000-133.000	ACCUMULATED DEPRECIATION	(93,988.24)	(93,988.24)
590-000-154.000	SEWER SYSTEMS	12,770,463.07	12,770,463.07
590-000-155.000	ACCUMULATED DEPREC-SEWER	(6,383,303.24)	(6,383,303.24)
Total Assets		9,236,082.72	9,238,833.90
*** Liabilities ***			
590-000-250.000	BONDS PAYABLE LONG TERM	212,660.00	212,660.00
590-000-250.001	ACCR.INTEREST ON BONDS	2,755.00	2,755.00
590-000-250.100	Current portion of Bonds	105,212.00	105,212.00
590-000-251.002	PREMIUM OF REFUNDED BONDS	22,144.00	22,144.00
Total Liabilities		390,058.48	342,771.00
*** Fund Balance ***			
590-000-382.000	OPERATION & MAINTENANCE	370,210.00	370,210.00
590-000-382.001	REPLACEMENT	246,807.00	246,807.00
590-000-382.002	IMPROVEMENT	509,150.00	509,150.00
590-000-390.000	Fund Balance	7,719,857.24	7,719,857.24
Total Fund Balance		8,846,024.24	8,846,024.24
Beginning Fund Balance			8,846,024.24
Net of Revenues VS Expenditures			50,038.66
Ending Fund Balance			8,896,062.90
Total Liabilities And Fund Balance			9,238,833.90

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BALANCE SHEET FOR ACME TOWNSHIP  
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Fund 591 WATER FUND- HOPE VILLAGE

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
591-000-001.000	CASH-CHECKING	1,413.29	2,324.57
591-000-152.000	WATER SYSTEMS	177,000.00	177,000.00
591-000-153.000	ACCUMULATED DEPRECIATION-WATER	(78,175.00)	(78,175.00)
Total Assets		102,819.54	101,149.57
*** Liabilities ***			
Total Liabilities		1,002.85	0.00
*** Fund Balance ***			
591-000-390.000	Fund Balance	101,816.69	101,816.69
Total Fund Balance		101,816.69	101,816.69
Beginning Fund Balance			101,816.69
Net of Revenues VS Expenditures			(667.12)
Ending Fund Balance			101,149.57
Total Liabilities And Fund Balance			101,149.57



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BALANCE SHEET FOR ACME TOWNSHIP  
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Fund 701 TRUST AND AGENCY

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
701-000-001.000	CASH-CHECKING	5,600.00	55,700.00
Total Assets		5,600.00	55,700.00
*** Liabilities ***			
701-000-255.000	ESCROW DEPOSITS	0.00	51,700.00
701-400-282.423	POW/WINDWARD RIDGE	5,600.00	4,000.00
Total Liabilities		5,600.00	55,700.00
*** Fund Balance ***			
Total Fund Balance		0.00	0.00
Beginning Fund Balance			0.00
Net of Revenues VS Expenditures			0.00
Ending Fund Balance			0.00
Total Liabilities And Fund Balance			55,700.00

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BALANCE SHEET FOR ACME TOWNSHIP  
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Fund 703 CURRENT TAX COLLECTION

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
703-000-001.000	CASH-CHECKING	8,525.06	180,854.97
Total Assets		8,525.06	180,854.97
*** Liabilities ***			
703-000-273.000	UNDISTRIBUTED TAX	8,887.62	181,216.00
Total Liabilities		8,887.62	181,216.00
*** Fund Balance ***			
703-000-390.000	Fund Balance	(362.56)	(362.56)
Total Fund Balance		(362.56)	(362.56)
Beginning Fund Balance			(362.56)
Net of Revenues VS Expenditures			1.53
Ending Fund Balance			(361.03)
Total Liabilities And Fund Balance			180,854.97

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BALANCE SHEET FOR ACME TOWNSHIP  
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Fund 811 HOLIDAY HILLS AREA IMPROVEMENT

GL Number	Description	Current Year Beg. Balance	Balance
*** Assets ***			
811-000-001.000	CASH-CHECKING	322,363.25	244,920.75
811-000-045.000	RECEIVABLE-CURRENT	583,665.60	583,665.60
Total Assets		906,028.85	828,586.35
*** Liabilities ***			
811-000-339.000	DEFERRED REVENUE	583,665.60	583,665.60
Total Liabilities		583,665.60	583,665.60
*** Fund Balance ***			
811-000-390.000	Fund Balance	311,392.00	311,392.00
Total Fund Balance		311,392.00	311,392.00
Beginning Fund Balance			311,392.00
Net of Revenues VS Expenditures			(66,471.25)
Ending Fund Balance			244,920.75
Total Liabilities And Fund Balance			828,586.35



# RecycleSmart

WWW.RECYCLESMAART.INFO

November 2019

Did you know that the Grand Traverse County Resource Recovery Department has been working with 9&10 News on a Recycling Education TV news series?

Tune in every Tuesday to "The Four", for new episodes. Click [HERE](#) to view past episodes.

Grand Traverse County was awarded \$8000 to hold scrap tire collection events in 2020. The event dates and sign up information can be found [here](#).

## 2020 HHW Event Schedule

Thursday, May 14th - 1:00 pm to 7:00 pm

Thursday, June 18 - 1:00 pm to 7:00 pm

Thursday, August 6 - 1:00 pm to 7:00 pm

Saturday, September 26th - 9:00 am to 2:00 pm



**Sign Up for the May event will begin in April**

## RESIDENTS

- Appointments are required for all HHW events and can be made by:
- Using the online scheduling system at [HHW Sign Up Page](#)
- Or, if internet access is not an option, please call the RecycleSmart hotline at 231-941-5555

## NON-RESIDENTS (businesses, organizations, schools, etc.)

1. Download the [2020 VSQG Registration and Certification form](#).
2. Download the [2020 VSQG Hazardous Materials Inventory Worksheet](#).
3. Appointments are required. Call the RecycleSmart Hotline at 231-941-5555 to register for an HHW event. (VSQGs are NOT allowed to make an online appointment).
4. Not sure if you are a Very Small Quantity Generator (VSQG)? Review the State of Michigan guidelines [here](#).

**What Can I Bring to a Household Hazardous Waste Event? Click [here](#).**

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## Scrap Tire Collections 2020

May 14  
August 6  
September ???

Appointments **are required** and can be made by  
**calling** the Resource Recovery Department @  
**231-995-6075.**

**Scrap Tire Collections are funded by the EGLE  
Scrap Tire Grant**



**Have questions about where  
to recycle an item?**

**Click on the Take it Back  
Logo and you will be  
magically transported to the  
Take it Back Directory!**

**If you are unable to find a solution on the  
directory, please contact the Resource  
Recovery Department and we'll be sure to help you out!**



**Smoke Alarm Drop Off Program**





The GTC Resource Recovery Department and the Grand Traverse Metro Fire Department have teamed up to bring GTC residents a Smoke Alarm Drop Off program.

You may now bring your old smoke alarms to either the [Grand Traverse Metro Fire Administration at 897 Parsons Rd. in Traverse City](#) or the [Grand Traverse Metro Fire Station #11 at 3000 Albany Dr. in Traverse City](#) during their normal hours of operation.

The drop off containers are located just inside the main entry doors. It is recommended that smoke alarms be tested monthly, the batteries replaced bi-annually and whole units replaced every 10 years. Batteries can be brought to any of the 9 drop off locations (listed below) around GTC. Please contact the Resource Recovery Department if you have any questions.

### Drop Off Battery Recycling

Batteries from Grand Traverse County residents are accepted at any of the battery drop off locations. Batteries from commercial businesses or nonresidents are not accepted. Businesses may bring batteries to the Household Hazardous Waste Collection events.

Battery drop off boxes are at the following locations:

Building / Location	Address
Acme Township Hall	<a href="#">6042 Acme Road Williamsburg, MI 49690</a>
Blair Township Hall	<a href="#">2121 County Road 633 Grawn, MI 49637</a>
City of Traverse City / Grand Traverse County Building	<a href="#">400 Boardman Avenue Traverse City, MI 49684</a>
Civic Center	<a href="#">1213 W Civic Center Drive Traverse City, MI 49686</a>
Fife Lake True Value	<a href="#">119 East Lake Street Fife Lake, MI, 49633</a>
Grand Traverse County Public Service Building	<a href="#">2650 LaFranier Road Traverse City, MI 49686</a>
Metro Emergency Services Building	<a href="#">897 Parson Road Traverse City, MI 49686</a>
Traverse City Fire Department	<a href="#">500 W Front Street Traverse City, MI 49684</a>
Whitewater Township Hall	<a href="#">5777 Vinton Road Williamsburg, MI 49690</a>



ACME TOWNSHIP PLANNING COMMISSION MEETING  
ACME TOWNSHIP HALL  
6042 Acme Road, Williamsburg MI 49690  
Monday, October 14, 2019 7:00 p.m.

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE at 7:01 pm**

**ROLL CALL: Members present:** K. Wentzloff (Chair), S. Feringa (Vice Chair), M. Timmins, D. Rosa, D. VanHouten, B. Balentine, J. Aukerman

**Members excused:** None

**Staff present:** L. Wolf, Planning & Zoning Administrator, V. Donn, Recording Secretary

**A. LIMITED PUBLIC COMMENT:** Open at 7:01 pm

Brian, Kelley, Acme resident, voiced his concerns on the KOTI project (written comments submitted)

Limited Public Comment closed at 7:05 pm

**B. APPROVAL OF AGENDA: Motion by Timmins to approve the agenda as presented, supported by Balentine. Motion carried unanimously.**

**C. INQUIRY AS TO CONFLICTS OF INTEREST:** None

**D. SPECIAL PRESENTATIONS:** None

**E. CONSENT CALENDAR:**

**1. RECEIVE AND FILE**

- a. Township Board Regular Meeting Minutes 08.13.19
- b. Township Board Special Meeting Minutes 08.21.19
- c. Township Board Regular Meeting Minutes 09.03.19
- d. Parks & Trails Committee Meeting Minutes 08.16.19
- e. Parks & Trails Committee Meeting Minutes 09.20.19

**2. ACTION:**

- a. Approve Draft Planning Commission Meeting Minutes 05.13.19
- b. Approve Draft Special Planning Commission Meeting Minutes 05.21.19
- c. Approve Draft Planning Commission Meeting Minutes 08.12.19
- d. Approve Draft Special Planning Commission Meeting Minutes 09.23.19

**Motion by Timmins to approve the consent calendar as presented, supported by VanHouten. Motion carried by 6 (Wentzloff, Feringa, Timmins, VanHouten, Balentine, Rosa) abstained by 1 Aukerman.**

**F. ITEMS REMOVED FROM THE CONSENT CALENDAR:** None

**G. CORRESPONDENCE:** None

**H. PUBLIC HEARINGS:** None

**I. OLD BUSINESS:** None

**J. NEW BUSINESS:**

**1. KOTI Planned Development (2016-01) Request for Minor Amendment**

Wentzloff explained this is a request to amend to the approve KOTI Planned Development to modify seven minor items related to the conceptual site plan and development agreement.



She explained if any of the items are deemed to be a major amendment, a public hearing would need to be set. Typically, legal counsel would make the final decision if it was a minor versus major amendment.

Wolf added if there is an item considered major, it would need to be determined if it has an impact on the surrounding properties.

Nate Elkins, with Influence Design Forum LLC and Dan Kelly, owner Kelly Restaurants LLC were available for questions. New diagrams showing proposed changes were given in the packet.

The seven changes that are being proposed:

1. The one-way street Moss Lane will change from a 1-way to 2-way
2. Additional amenities will be added including a pool, pool house and sauna
3. The existing cabin style commercial building will remain through Phase 3 or until Mixed-use Neighborhood 2 is sold.
4. The existing commercial kitchen building will remain through Phase 2.
5. The Mixed Housing Neighborhood (Single Family Residential Portion) of the Planned Development will be built-out in phases by Kelly Restaurants LLC.
6. Ownership of the Mixed Housing Neighborhood (Single Family Detached Residential Portion) will be held by Kelly Restaurants LLC.
7. The non-motorized TART Trail Alignment changed.

The PC decided to discuss each proposed change and the impact each might have.

Starting with 1., Timmins asked to clarify the sidewalks on the southside. Elkins said both the walks are going in the same direction and meet the requirements of the fire department. They may change in future phases if necessary. Timmins questioned the stormwater runoff if there would be an extra clearing before it reaches the stream. Elkins said it will have those requirements needed and has been already engineering reviewed. He added regards to the two driveways out to M-72, a study was done by MDOT and they will not allow an additional entrance to be built until M-72 has been widened. Until that is completed only one entrance can be made and there can't be any commercial or more than 50 residential units.

Proposed change 2., Elkins said the addition of amenities right now are on the conceptual plan and may be considered as use by residential only.

Proposed change 3. Elkins said they wanted the change to be put in to be transparent on what may happen with the building.

Proposed change 4. Elkins informed until the tart trail receives the trust fund to start it is hard for them to determine where they might be in the phases at that time and if the commercial kitchen will still be there. He and Kelly have met with Tart Trail organization to discuss the tart alignment. Wentzloff voiced her concerns on the tart trail alignment change would be. According to the proposed change it would place it where the commercial kitchen currently exists. If the market doesn't buy the project and the phases are not fulfilled, this could leave the commercial kitchen intact and make it impossible for the placement of the tart trail.

Aukerman suggested due to the concern of the proposed tart trail location, to add to the motion two options. Put in the proposed change amendment as given and in case the kitchen does not get removed before the tart trail, an alternative location. Option A would be the proposed change and Option B the other.

Proposed change 5. Elkins stated after the land use permit is obtained, Phase 1 will begin with putting in all the utilities. Under fifty residential properties foundations will be started, but not all at once as shown in the plan. He gave an overview with the new diagrams on how

each phase will be completed with roads, existing buildings, residential housing, and stormwater.

Proposed change 6. Elkins informed Kelly Restaurants plans to retain ownership of the single-family residential portion of the project until a later to-be-determined date. The Mixed-use Neighborhoods may or may not be developed under the ownership of Kelly Restaurants. Currently it will be financially funded and will depend on the market.

Wentzloff reminded them for the first site plan they will need to have a base line monitoring on the creek and have the trail easement recorded.

Proposed change 7. Committee decided on the verbiage to add to the motion for the two options on placement of the tart trail. The second option will be to have the tart trail run up Moss Lane if the route by the commercial kitchen should not work. Wentzloff explained the wording right now needs to be in the motion and it will be looked at by legal counsel to modify for the PD agreement.

Motion by Timmins to approve the minor amendment request to the KOTI Planned Development (PD 2016-01) submitted by Nate Elkins of Influence Design Forum, dated September 24, 2019 with attached revised drawings of the same date:

Sheet S.7: Overall Site Plan

Sheet S.7: Overall Site Plan with changes noted

Sheets S.27-1 through 4: Phasing Plan

The approval shall include the following modifications and conditions and amend the development agreement where appropriate:

1. The one-way street "Moss Lane" shall change from a one-way to a two-way street with a shifted alignment to the north as indicated in Sheet S.7. Sheet S.22 - Section D Tertiary or Local One-Way Street shall be updated to reflect a five (5) foot wide sidewalk on the south side of the street, a six (6) inch curb, an eight (8) foot parking lane on the southside of the street, two (2) ten (10) foot travel lanes, and a six (6) inch curb on the north side of the street.
2. The development shall be allowed to include the construction of a pool, pool house and sauna, or other community amenities as accessory uses for exclusive use by the guests of KOTI and not open to the general public.
3. The existing cabin structures located at the west entrance in Mixed-Use Neighborhood 2 shall be allowed to stay with the east building being repurposed as a restaurant open to the general public and the west building serving as a sales office and retail store for the KOTI development.
4. The existing commercial kitchen shall be allowed to stay through the completion of Phase 2. The commercial kitchen shall be removed as part of the completion of Phase 2 required before the beginning of Phase 3.
5. Construction of the development shall follow the phasing plan noted in sheets S.27-1 through 4, with the completion of one phase required before the commencement of the next phase. Structures may be used for their intended purpose once all infrastructure serving the structure, including sanitary, water, motorized and non-motorized circulation and storm water management, has been provided and a certificate of occupancy has been issued, regardless of whether or not the whole phase has been completed.
6. The ownership model for the Mixed Housing Neighborhoods shall be changed to allow the Developer to maintain sole ownership of that portion of the development. Condominium Home Owner's Association (HOA) Bylaws may not be required for this portion of the development under this ownership model but shall still be applicable to all other portions of the development.
7. The non-motorized TART Trail alignment shall be modified as presented in Sheet S.7, consistent with the MDNR Natural Resources Trust Fund Grant Application submitted by the Township. This is Option A. If Option A is not feasible for whatever reason, the developer will offer Option B along Moss Lane and Option A will become null and void. If Option B is utilized, then Option A will

become null and void. Should the implementation of the trail upon receipt of the grant conflict with the existing commercial kitchen, a modified alignment shall be allowed upon approval of the Planning Commission and the MDNR around the commercial kitchen. Once the commercial kitchen is removed, the trail shall be realigned as indicated on Sheet S.7 to the standards required by the MDNR and at the Developer's expense. The realignment shall be considered part of Phase 2 and required before any Subsequent phase may begin. Should the Developer's plans for a future phase be modified resulting in a change in alignment of the existing the trail, the Planning Commission may approve a new alignment as long as the points entering and exiting the properties remain the same and that all costs associated with the realignment are paid for by the Developer.

8. All other conditions of the development agreement for Planned Development 2016-01 shall remain in effect. An amendment to the original development agreement shall be signed and notarized by the Developer and the Township Supervisor. Motion supported by VanHouten. Motion carried unanimously.

**K. PUBLIC COMMENT & OTHER PC BUSINESS: Open at 8:48 pm**

Brian Kelley, Acme resident, voiced his concerns on the current testing of water quality permits.

Public comment closed at 8:51 pm

1. **Planning & Zoning Administrator Report - Lindsey Wolf:** No report
2. **Township Board Report:** Jean Aukerman informed Dave Hoxsie has been appointed as the new board trustee and will begin in November.
3. **Parks & Trails Committee:** Marcie Timmins reported they submitted for the MDR grant. The Parks & Trails Committee meeting has been changed to the third Monday of the month at 4:00 pm. Wolf informed the donated bench swings for the park have been received and will need to be installed.

**ADJOURN: Motion by Timmins to adjourn, seconded by Balentine. Meeting adjourned at 8:53 pm**





**ACME TOWNSHIP PARKS & TRAILS MEETING**  
**ACME TOWNSHIP HALL**  
**6042 Acme Road, Williamsburg MI 49690**  
**Monday, October 21, 2019 4:00 p.m.**

**ROLL CALL:****Committee:**

x	Heflin	x	Heffner	x	Jenema
x	Smith	x	Timmins	x	Wentzloff
x	Kushman	x	Lamott		
x	Wolf	x	Donn		

**Advisory:****Staff:**

- A. PUBLIC COMMENT:** None
- B. APPROVAL OF AGENDA:** Motion by Timmins to approve the agenda as presented, seconded by Smith. Motion carries.
- C. INQUIRY AS TO CONFLICTS OF INTEREST:** None
- D. CORRESPONDENCE:** None
- E. ACTION:**
1. Approve Draft Parks & Trails Minutes 09.20.19

**Motion by Heflin to approve the minutes of 09.20.19 as presented, seconded by Wentzloff. Motion carries.**

**F. OLD BUSINESS:**

1. **Adoption Program Swing Updates**

Jenema showed on the park map the locations that had been discussed at the last meeting on where to place the two swings. The census was to place one by A4 on the map and the other at the spot Lamott had staked on the southside.

Wolf informed the memorial plaques for the benches and rock have been ordered and are in production with Image 360. The plaques can be easily attached without drilling holes.

Wolf stated she is waiting to hear back from the donators that said they were not satisfied with the memorial bench they were given and would like costs on the bottle filler as a possible memorial instead. Timmins said she had spoken with them and the reason they were not happy with the bench was because they had received the wrong information and heard it was a used one. Timmins explained to them it was new.

**Motion by Timmins to place the swings one at A4 on the park map and the other at the stake spot of the southside, seconded by Wentzloff. Motion carried, opposed by one Heffner.**

2. **Park System Signage**

Wolf showed specs of signs for Bayside Park for the welcoming to the park and the restrooms. Lamott will be painting the restroom doors to give them an update. Location of the double-sided welcome to Bayside Park sign was decided to set by the main turn in to the park. Wolf will work with Image 360 on bids for these signs and some others with the target date to have them setup in the spring.

3. **Art In The Park-Locations & Committee Updates**

Smith reported on Friday the art committee had their monthly meeting and discussed applying for three grants from MCACA. Jenema said they need to have a policy built into the park ordinance before applying for grants.

Wolf stated Jean Aukerman on the board, gave suggestions on ways to put this in the ordinance. Jenema is going to get with Aukerman and Wolf will get with Shawn Winter on how it might be put in an ordinance. They will try to get something to Smith to take to the next art committee meeting to review before going through the steps of approval. It was agreed the wording for the ordinance should be for all areas in the township not just Bayside Park.

Smith said the three grants they are looking at are for \$4,000, \$30,000 and \$100,000 and would require having a match of some kind. The art committee is confident they would be able to find donors. They are also looking at other grants. He is working on a document that would outline the criteria and description of what kind of art they are looking for. He mentioned the Legacy Art Park at Crystal Mountain has a program where they loan out sculptures. He will check into this and find out more.

Jenema mentioned there is an art teacher at Elk Rapids Schools who lives in Acme that is interested in the Art In the Park program.

**4. Bayside Berm: Funding**

Jenema informed she spoke with the garden club on donating the trees for the berm by Shell Station and received an email back that they have asked for another area in the park they could donate to instead. Since currently this is the most important project, she is going to look at the park budget to see if there are any funds that could be used to purchase the trees.

**G. NEW BUSINESS:**

**1. Bayside Bottle Filler**

Wolf checked websites for a bottle filling station and gave pricing on a company that had the best costs. The committee discussed the color options and what would be needed to connect the filler up. Lamott is going to contact a local plumbing company to get costs for contracting the attachment and ask them on alternative bottle fillers.

**2. Playground expansion**

Wolf showed a cost estimate of playground equipment that was completed during the planning of the park renovation. Wentzloff suggested to have a playground master plan and prioritize what items should be added next. The committee agreed they should build off the existing climber first and then add additional pieces like swings and a slide. Wentzloff and Heffner will be on a subcommittee for this project and will bring back options for possible donors to consider.

**H. PUBLIC COMMENT**

Kushman reported there are two grants for a 2% and one with MDARD for \$100,000 that they are applying for on the trail. The township board is having a special meeting to approve and authorize the sign off to apply for the grants.

A stakeholders meeting was held consisting of property owners, MDOT, and the Road Commission, the attendees were very supportive for the trail. There will be a meeting with the engineer and the Lutheran Church on the concerns of their driveway with visibility of people entering and exiting. Things between Elk Rapids and Acme have started to move on the trail with surveys, wetland delineation, aerial photography and stakes placed in the ground.

Wentzloff informed at the Planning Commission meeting there was a reviewing on the old Kmart property. They showed development for a park with a connection to the trail. She suggested it would be beneficial to have a conversation with Tart Trail on how they could incorporate this with the trail.

She also reported the Dan Kelly property came back to the PC meeting for minor amendments on the project, which showed the easement for the tart trail would go where the commercial kitchen currently stands. The project is being built in phases and the concern was the trail could be ready to go in before the kitchen was removed. It was decided to have an alternative route also added in the amendment so there would be a Plan A and another option as Plan B. This would clearly define and guarantee a way to get across in case the trail came through before the phase to remove the kitchen was completed.

Wolf mentioned there is a proposed development on Lautner Road with the owner wanting to do a future connection to the tart trail and she gave him Kushman's number to call. Kushman added the Kmart property would be a good place for riders to park to take the trail.

**ADJOURN: Motion by Jenema to adjourn, seconded by Timmins. Meeting adjourned at 5:21 pm**



**ACME TOWNSHIP ZONING BOARD OF APPEALS  
ACME TOWNSHIP HALL  
6042 Acme Road, Williamsburg MI 49690  
October 10, 2019 7:00 p.m.**

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE (7:00 pm)**

**ROLL CALL:**

Members present: Hoxsie, LaSusa, Maitland, Kuncaitis, VanHouten

Members excused: none

Staff present: Lindsey Wolf

**A. APPROVAL OF AGENDA:**

**B. INQUIRY AS TO CONFLICTS OF INTEREST:** Kuncaitis excused himself from hearing

**C. CORRESPONDENCE:** Jim & Evie Huver, 7833 Sayler Road

**D. PUBLIC HEARINGS:**

1. ZBA 2019-01: Non-Use Variance Request for the Construction of an additional to a legal nonconforming accessory building, V. Larry Hebert, 7775 Saylor Rd
  - LaSusa read the public hearing notice into the record
  - LaSusa opens public comment portion of hearing
  - LaSusa read a letter of support of the application from Jim and Evie Huver 7833 Sayler Road
  - V. Larry Hebert, 7775 Saylor Road – discussed the project, difficult terrain, and his intentions to retain an existing portion of the eastern wall and foundation.
  - Discussion about the site by various ZBA members.
  - Hoxie inquired about moving the doors on the proposed addition to the north.
  - Hebert shared concerns of moving doors to the north because of the drop off and mature trees in that location.
  - Maitland inquired if the proposal required a permit from the road commission.
  - Wolf explained that no new entry points would be created and will utilize existing driveway.
  - LaSusa closed the public comment portion of the hearing.
  - **Motion by Maitland to approve the request as it meets the basic and special conditions with the findings of fact presented in Planning & Zoning Staff Report for ZBA Case 2019-01 in the minutes. Second by LaSusa. Motion carries unanimously.**

**Standards for Determination:**

**5.4 NONUSE VARIANCES** The Zoning Board of Appeals shall have the authority to grant nonuse variances relating to the construction, structural changes, or alteration of buildings or structures related to dimensional requirements of the zoning ordinance or to any other nonuse-related standard in the ordinance, **PROVIDED ALL of the BASIC conditions listed herein and any ONE of the SPECIAL conditions listed thereafter can be satisfied.**

**5.4.1 Basic Conditions: That any nonuse variance granted from this Ordinance:**

**Is a result of practical difficulties which prevent carrying out the strict letter of this Ordinance. These practical difficulties shall be evaluated in terms of the use of the particular parcel of land, and cannot be solely economic in nature.**

**SATISFIED:** *This legally non-conforming use has been in existing for over fifty-six (56) years prior to the date of when the first township ordinance was put in place in the late 60s/early 70s. Zoning created the non-conformity.*

*As the site plan and site pictures indicate there a number of challenges on the property: The topography of the property slopes in several locations; existing structures are located on the only flat areas of the parcel.*

*Mature trees also occupy the slopes: 43" diameter maple, 12" diameter apple tree, 12" diameter cedar*

*The location of the propane tank is situated directly behind the garage.*

**Will not be contrary to the public interest or to the intent and purpose of this Ordinance.**

**SATISFIED:** *The applicant's non-use variance and extension of a legal non-conformity requests are not contrary to public interest in that it will create no discernable negative impact on property owners and is by and large consistent with the intent of the zoning district. The 5-acre parcel to the south is currently vacant. The applicant has also stated the pitch of the roof will direct all runoff onto his parcel and will not negatively impact the neighboring 5-acre parcel that the existing building is located closest to.*

**Will not cause a substantial adverse effect upon property values in the immediate vicinity or in the district in which the property of the applicant is located.**

**SATISFIED:** *The Applicant's proposed non-use variance and extension of a legally non-conforming use requests are believed to have no discernable negative impact on surrounding properties. As stated previously, the applicant has the design and pitch of the roof to direct runoff onto his property.*

**Is not where the specific conditions relating to the property are so general or recurrent in nature as to make the formulation of a general regulation for such conditions reasonably practical.**

**SATASFIED:** *The applicants' request is unique to their needs on the property due to the various slopes.*

**Will relate only to property that is under control of the applicant.**

**SATISFIED:** *The specific non-use variance request relates only to the property under control by applicant/owner.*



**Will not be permitted for a parcel of property that is not a Legal Lot of Record, as defined by this Ordinance.**

***SATISFIED:*** *The parcel is a Legal Lot of Record.*

**5.4.2 Special Conditions: When ALL of the foregoing basic conditions can be satisfied, a nonuse variance may be granted when any ONE of the following special conditions can be clearly demonstrated:**

**Where there are exceptional or extraordinary circumstances or physical conditions such as narrowness, shallowness, shape, or topography of the property involved, or to the intended use of the property that do not generally apply to other property uses in the same zoning district. Such circumstances or conditions shall not have resulted from any act of the applicant subsequent to the adoption of this Ordinance.**

***SATISFIED:*** *As stated, zoning created the non-conformity. The applicant did not erect the non-conforming structure. Due to the topography of this parcel it makes the buildable area more challenging. Furthermore, the proposed addition is situated to provide the least amount of disturbance to the surrounding area.*

**Where such variance is necessary for the preservation of a substantial property right possessed by other properties in the same zoning district.**

***NOT EVALUATED***

The applicant has submitted a narrative to support that all of the basic conditions can be satisfied, and that one of the special conditions can be demonstrated. This has been provided in your packet for consideration.

**E. ADMINISTRATIVE ACTION**

- 1.** Approve Zoning Board of Appeals draft minutes from 08/09/18
  - Motion by Maitland, second by LaSusa to approve the minutes as presented. Motion carries unanimously.
- 2.** Election of Officers
  - Kuncaitis opens the nomination for chair.
  - LaSusa nominates Kuncaitis. No other nominations. ZBA unanimously approves Kuncaitis as chair.
  - Kuncaitis opens the nomination for vice chair.
  - Maitland nominates LaSusa. No other nominations. ZBA unanimously approves LaSusa as vice chair.

**ADJOURN: (7:17 pm)**

Motion by LaSusa to adjourn, second by Maitland. Motion carries unanimously.

11/25/2019 02:09 PM  
User: CATHY DYE  
DB: ACME TOWNSHIP

CHECK DISBURSEMENT REPORT FOR ACME TOWNSHIP  
CHECK DATE FROM 11/06/2019 - 11/30/2019  
Banks: CHASE, FARM, PARKS, SEWER

Prepaid

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
11/14/2019	CHAS	25516	ACME TOWNSHIP	POSTAGE T & A	101-410-726.001-110	2.75
		25516		STAFF REVIEW T & A	101-410-803.006-110	128.84
						<hr/> 131.59
11/14/2019	CHAS	25517	AMERICAN WASTE	REPAIRS & MAINT-6042 ACME RD	101-265-930.000	55.00
		25517		REPAIRS & MAINT-5875 HWY 31 N	101-265-930.000	80.00
		25517		REPAIRS & MAINT-5949 YUBA PARK RD	101-265-930.000	240.00
						<hr/> 375.00
11/14/2019	CHAS	25518	CONSUMERS ENERGY	STREET LIGHTS	101-265-921.000	668.27
11/14/2019	CHAS	25519	CULLIGAN WATER, MCCARDEL	REPAIRS & MAINT	101-265-930.000	33.25
11/14/2019	CHAS	25520	GAME TIME	SHORELINE REDEVELOPMENT	208-000-930.005	3,545.58
11/14/2019	CHAS	25521	GRAND TRAVERSE COUNTY -DPW	SEWER TOWNSHIP HALL	101-265-923.000	60.00
11/14/2019	CHAS	25522	GRAND TRAVERSE METRO ESA	CONTRACTED EMPLOYEE SERVICES	206-000-802.004	8,186.36
11/14/2019	CHAS	25523	KCI	SUPPLIES & POSTAGE	101-253-726.000	1,702.00
11/14/2019	CHAS	25524	MICHIGAN MUNICIPAL LEAGUE	INSURANCE	101-865-910.000	12,581.00
11/14/2019	CHAS	25525	SHEREN PLUMBING & HEATING	REPAIRS & MAINT	101-265-930.000	1,500.00
11/14/2019	CHAS	25526	V. LARRY HEBERT	REIMBURSEMENTS	101-410-964.000-110	58.86
11/19/2019	CHAS	25527	A & D ASSESSING	ASSESSING CONTRACT SERVICES	101-209-803.002	3,679.17
11/19/2019	CHAS	25528	BAIRD, COTTER & BISHOP, P.C.	INTERNAL ACCOUNTANT	101-101-801.001	375.00
11/19/2019	CHAS	25529	CHARTER COMMUNICATIONS/SPECTRUM	CABLE INTERNET SERVICES	101-265-851.000	334.11
11/19/2019	CHAS	25530	CHASE CARD SERVICES	SUPPLIES & POSTAGE	101-191-726.000	218.00
		25530		EDUCATION/TRAINING/CONVENTION	101-410-958.000	26.95
		25530		REPAIRS & MAINT	101-750-930.000	27.80
						<hr/> 272.75
11/19/2019	CHAS	25531	CINTAS CORP #729	REPAIRS & MAINT	101-265-930.000	91.19
11/19/2019	CHAS	25532	CONSUMERS ENERGY	ELECTRIC UTILITIES TOWNHALL	101-265-920.000	1,489.84
11/19/2019	CHAS	25533	GRAND TRAVERSE CONSERVATION DIS	REPAIRS & MAINT	101-750-930.000	30.00
11/19/2019	CHAS	25534	INTEGRITY BUSINESS SOLUTIONS	SUPPLIES & POSTAGE	101-265-726.000	93.91

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
11/19/2019	CHAS	25535	KOPY SALES INC.	REPAIRS & MAINT	101-265-930.000	114.26
11/19/2019	CHAS	25536	MICHIGAN ELECTION RESOURCES	SUPPLIES & POSTAGE	101-191-726.000	104.97
11/19/2019	CHAS	25537	PETTY CASH	PASSPORT FEES	101-000-465.000	1.25
		25537		POSTAGE FOR PASSPORTS	101-000-465.001	78.26
		25537		SUPPLIES & POSTAGE	101-265-726.000	52.50
		25537		REPAIRS & MAINT	101-750-930.000	0.65
						<hr/> 132.66
11/19/2019	CHAS	25538	SHELL OIL COMPANY	REPAIRS & MAINT	101-750-930.000	212.03
11/19/2019	CHAS	25539	SONDEE, RACINE & DOREN, P.L.C.	ATTORNEY SERVICES LITIGATION	101-101-802.001	22.50
		25539		ATTORNEY SERVICES	101-101-802.002	849.90
		25539		ASSESSOR'S EVALUATION SERVICES	101-209-803.004	479.75
		25539		ATTORNEY SERVICES	101-410-802.002	682.50
						<hr/> 2,034.65
11/19/2019	CHAS	25540	TART TRAILS ATTN: CHRIS KUSHMA	GT COUNTY ROAD COMMISION TART	101-000-998.000	4,000.00
11/19/2019	CHAS	25541	TRAVERSE CITY RECORD EAGLE	PUBLICATIONS-TOWNSHIP BOARD	101-101-900.000	112.05
11/19/2019	CHAS	25542	WYANT COMPUTER SERVICES	SOFTWARE SUPPORT & PROCESSIN	101-101-804.000	1,089.00
11/19/2019	SEWE	324	GRAND TRAVERSE COUNTY	OPERATING & MAINT EXP	590-000-956.001	13,210.18
		324		HOCH ROAD #697 EXP	590-000-956.003	29.22
		324		OPERATING & MAINT EXP	591-550-956.001	743.60
						<hr/> 13,983.00
TOTAL - ALL FUNDS				TOTAL OF 28 CHECKS		56,990.50

--- GL TOTALS ---

101-000-465.000	PASSPORT FEES	1.25
101-000-465.001	POSTAGE FOR PASSPORTS	78.26
101-000-998.000	GT COUNTY ROAD COMMISION TART	4,000.00
101-101-801.001	INTERNAL ACCOUNTANT	375.00
101-101-802.001	ATTORNEY SERVICES LITIGATION	22.50
101-101-802.002	ATTORNEY SERVICES	849.90
101-101-804.000	SOFTWARE SUPPORT & PROCESSIN	1,089.00
101-101-900.000	PUBLICATIONS	112.05
101-191-726.000	SUPPLIES & POSTAGE	322.97
101-209-803.002	ASSESSING CONTRACT SERVICES	3,679.17
101-209-803.004	ASSESSOR'S EVALUATION SERVICES	479.75

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Banks: CHASE, FARM, PARKS, SEWER

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-253-726.000				SUPPLIES & POSTAGE		1,702.00
101-265-726.000				SUPPLIES & POSTAGE		146.41
101-265-851.000				CABLE INTERNET SERVICES		334.11
101-265-920.000				ELECTRIC UTILITIES TOWNHALL		1,489.84
101-265-921.000				STREET LIGHTS		668.27
101-265-923.000				SEWER TOWNSHIP HALL		60.00
101-265-930.000				REPAIRS & MAINT		2,113.70
101-410-726.001-110				POSTAGE T & A		2.75
101-410-802.002				ATTORNEY SERVICES		682.50
101-410-803.006-110				STAFF REVIEW T & A		128.84
101-410-958.000				EDUCATION/TRAINING/CONVENTION		26.95
101-410-964.000-110				REIMBURSEMENTS		58.86
101-750-930.000				REPAIRS & MAINT		270.48
101-865-910.000				INSURANCE		12,581.00
206-000-802.004				CONTRACTED EMPLOYEE SERVICES		8,186.36
208-000-930.005				SHORELINE REDEVELOPMENT		3,545.58
590-000-956.001				OPERATING & MAINT EXP		13,210.18
590-000-956.003				HOCH ROAD #697 EXP		29.22
591-550-956.001				OPERATING & MAINT EXP		743.60
				TOTAL		56,990.50

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INVOICE REGISTER REPORT FOR ACME TOWNSHIP  
EXP CHECK RUN DATES 12/03/2019 - 12/03/2019  
BOTH JOURNALIZED AND UNJOURNALIZED  
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To Be  
Approved

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 0000001660 - BECKETT & RAEDER:							
20191142							
9785	BECKETT & RAEDER	12/03/2019	12/03/2019	915.44	915.44	Open	N
	ACME TWP PLANNING SERVICES	CATHY DYE					12/03/2019
	101-410-803.001	PLANNING CONSULTANT		115.44			
	101-410-803.005-080	PLANNING & CONSULTANT T & A		800.00			
	Total for vendor 0000001660 - BECKETT & RAEDER:			915.44	915.44		
Vendor 0000003300 - CONSUMERS ENERGY:							
OCT/NOV 2019							
9781	CONSUMERS ENERGY	12/03/2019	12/03/2019	94.13	94.13	Open	N
	ELECTRIC- 5741 LAUTNER RD	CATHY DYE					12/03/2019
	101-265-921.000	STREET LIGHTS		94.13			
	Total for vendor 0000003300 - CONSUMERS ENERGY:			94.13	94.13		
Vendor COVELL FUN - COVELL FUNERAL HOME:							
NOVEMBER 2019							
9783	COVELL FUNERAL HOME	12/03/2019	12/03/2019	130.00	130.00	Open	N
	REIMBURSEMENT FOR OVERPAYMENT OF B	CRISTY DANCA					12/03/2019
	209-000-930.000	REPAIRS & MAINT		130.00			
	Total for vendor COVELL FUN - COVELL FUNERAL HOME:			130.00	130.00		
Vendor CRISTY - CRISTY DANCA:							
NOVEMBER 2019							
9767	CRISTY DANCA	12/03/2019	12/03/2019	32.04	32.04	Open	N
	MILEAGE REIMBURSEMENT, OFFICE EQUI	CRISTY DANCA					12/03/2019
	101-215-860.000	TRAVEL & MILEAGE		18.27			
	101-215-726.000	SUPPLIES & POSTAGE		13.77			
	Total for vendor CRISTY - CRISTY DANCA:			32.04	32.04		
Vendor D.V.M. - D.V.M. UTILITIES, INC:							
1002							
9779	D.V.M. UTILITIES, INC	12/03/2019	12/03/2019	4,000.00	4,000.00	Open	N
	PUMP STATION #2, VIDEO INSPECTION	CATHY DYE					12/03/2019
	590-000-956.001	OPERATING & MAINT EXP		4,000.00			
	Total for vendor D.V.M. - D.V.M. UTILITIES, INC:			4,000.00	4,000.00		
Vendor 0000004800 - EAGLE LAND SURVEYING:							
2019-171							
9786	EAGLE LAND SURVEYING	12/03/2019	12/03/2019	6,800.00	6,800.00	Open	N
	WHITE FARM SURVEY	CATHY DYE					12/03/2019

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Inv Ref#	Description	Entered By					
	GL Distribution						
225-000-944.000	CLOSING EXPENSES			6,800.00			
	Total for vendor 0000004800 - EAGLE LAND SURVEYING:			6,800.00	6,800.00		
Vendor 0000007675 - GOSLING CZUBAK ENGR:							
84274							
9782	GOSLING CZUBAK ENGR	12/03/2019	12/03/2019	367.50	367.50	Open	N
	SANITARY SEWER INVESTIGATION I & I	CATHY DYE					12/03/2019
590-000-956.001	OPERATING & MAINT EXP			367.50			
	Total for vendor 0000007675 - GOSLING CZUBAK ENGR:			367.50	367.50		
Vendor 0000007850 - GRAND TRAVERSE MTA ASSOC:							
2020							
9772	GRAND TRAVERSE MTA ASSOC	12/03/2019	12/03/2019	99.29	99.29	Open	N
	1-1-2020 TO 12-31-2020	GRAND TRAVER	CATHY DYE				12/03/2019
101-101-960.000	dues subscriptions			99.29			
	Total for vendor 0000007850 - GRAND TRAVERSE MTA ASSOC:			99.29	99.29		
Vendor 0000009850 - HURON ELECTRIC:							
4891							
9784	HURON ELECTRIC	12/03/2019	12/03/2019	1,890.00	1,890.00	Open	N
	TOWNSHIP HALL OVERHEAD LIGHTING RE	CATHY DYE					12/03/2019
101-265-970.000	CAPITAL OUTLAY			1,515.00			
101-215-726.000	SUPPLIES & POSTAGE			375.00			
	Total for vendor 0000009850 - HURON ELECTRIC:			1,890.00	1,890.00		
Vendor 0000013975 - MICHIGAN ASSOCIATION OF CLERKS:							
NOVEMBER 2019							
9768	MICHIGAN ASSOCIATION OF CLERKS	12/03/2019	12/03/2019	120.00	120.00	Open	N
	ANNUAL MEMBERSHIP JANUARY 2020-DEC	CRISTY DANCA					12/03/2019
101-215-958.000	EDUCATION/TRAINING/CONVENTION			120.00			
	Total for vendor 0000013975 - MICHIGAN ASSOCIATION OF CLERKS:			120.00	120.00		
Vendor MICHIGAN - MICHIGAN DEPT OF ENVIRONMENTAL:							
NOVEMBER 2019							
9778	MICHIGAN DEPT OF ENVIRONMENTAL	12/03/2019	12/03/2019	284.60	284.60	Open	N
	INV# 761-10454437 & 761-10456459,	CATHY DYE					12/03/2019
101-750-930.000	REPAIRS & MAINT			142.30			
101-265-930.000	REPAIRS & MAINT			142.30			
	Total for vendor MICHIGAN - MICHIGAN DEPT OF ENVIRONMENTAL:			284.60	284.60		

Vendor NATIONLIFE - NATIONWIDE EMPLOYEE BENEFITS:

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DB: ACME TOWNSHIP

INVOICE REGISTER REPORT FOR ACME TOWNSHIP  
EXP CHECK RUN DATES 12/03/2019 - 12/03/2019  
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OPEN

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
NOVEMBER 2019							
9780	NATIONWIDE EMPLOYEE BENEFITS	12/03/2019	12/03/2019	520.70	520.70	Open	N
	EMPLOYEE BENEFITS	CATHY DYE					12/03/2019
	101-101-910.000	INSURANCE		520.70			
	Total for vendor NATIONLIFE - NATIONWIDE EMPLOYEE BENEFITS:			520.70	520.70		
<hr/>							
Vendor NORTHSH - NORTHSHORE DOCK :							
7017							
9774	NORTHSHORE DOCK	12/03/2019	12/03/2019	300.00	300.00	Open	N
	YUBA PARK DOCK SECTION REMOVED FOR CATHY DYE						12/03/2019
	101-750-930.000	REPAIRS & MAINT		300.00			
	Total for vendor NORTHSH - NORTHSHORE DOCK :			300.00	300.00		
<hr/>							
Vendor SINCLAIR R - SINCLAIR RECREATION, LLC:							
MO19160							
9762	SINCLAIR RECREATION, LLC	12/03/2019	12/03/2019	2,220.00	2,220.00	Open	N
	INSTALLATION OF 2 SWAY BENCHES	CRISTY DANCA					12/03/2019
	208-000-930.000	REPAIRS & MAINT		2,220.00			
	Total for vendor SINCLAIR R - SINCLAIR RECREATION, LLC:			2,220.00	2,220.00		

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						

# of Invoices:	14	# Due:	14	Totals:	17,773.70	17,773.70	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					17,773.70	17,773.70	

--- TOTALS BY BANK ---

CHASE	GENERAL FUND	6,606.20	
SEWER	ACME RELIEF SEWER	4,367.50	
FARM	FARMLAND PRESERVATION	6,800.00	

--- TOTALS BY GL DISTRIBUTION ---

101-101-910.000	INSURANCE	520.70	
101-101-960.000	dues subscriptions	99.29	
101-215-726.000	SUPPLIES & POSTAGE	388.77	
101-215-860.000	TRAVEL & MILEAGE	18.27	
101-215-958.000	EDUCATION/TRAINING/CONVENTION	120.00	
101-265-921.000	STREET LIGHTS	94.13	
101-265-930.000	REPAIRS & MAINT	142.30	
101-265-970.000	CAPITAL OUTLAY	1,515.00	
101-410-803.001	PLANNING CONSULTANT	115.44	
101-410-803.005-080	PLANNING & CONSULTANT T & A	800.00	
101-750-930.000	REPAIRS & MAINT	442.30	
208-000-930.000	REPAIRS & MAINT	2,220.00	
209-000-930.000	REPAIRS & MAINT	130.00	
225-000-944.000	CLOSING EXPENSES	6,800.00	
590-000-956.001	OPERATING & MAINT EXP	4,367.50	

--- TOTALS BY FUND ---

101 - GENERAL FUND	4,256.20	4,256.20
208 - PARK FUND	2,220.00	2,220.00
209 - CEMETERY FUND	130.00	130.00
225 - FARMLAND PRESERVATION	6,800.00	6,800.00
590 - ACME RELIEF SEWER	4,367.50	4,367.50

--- TOTALS BY DEPT/ACTIVITY ---

000 -	13,517.50	13,517.50
101 - TOWNSHIP BOARD OF TRUSTEES	619.99	619.99
215 - CLERK'S EXPENDITURES	527.04	527.04
265 - TOWNHALL EXPENDITURES	1,751.43	1,751.43
410 - PLANNING & ZONING EXPENDITURE	915.44	915.44
750 - MAINT & PARKS EXPENDITURES	442.30	442.30





6042 Acme Road, Williamsburg, MI 49690 Tel. 231-938-1350 Fax 231-938-1510 [www.acmetownship.org](http://www.acmetownship.org)

## ACME TOWNSHIP BOARD OF TRUSTEES

2020 Meeting Dates  
Adopted 12/03/19

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**January 7**  
**February 4**  
**March 3**  
**April 7**  
**May 12\*\*\***  
**June 2**  
**July 7**  
**August 11\*\*\***  
**September 1**  
**October 6**  
**November 10\*\*\***  
**December 1**

The Acme Township Board **normally** holds its regular meetings on the first Tuesday of each month at 7:00 p.m. at the Acme Township Hall.

Other Special Meetings will be posted separately as required

\*\*\* Denotes meeting dates changed due to a holiday, election or other schedule conflict.

If you are planning to attend and are physically challenged, requiring any special assistance, please notify Cathy Dye, Clerk, within 24 hours of the meeting at 938-1350.



**Administrative Office**  
220 W. Garfield Ave.  
Charlevoix, MI 49720  
231 547 6523  
231 547 6238 - fax

209 Portage Dr.  
Bellaire, MI 49615  
231 533 8670  
231 533 8450 - fax

205 Grove St.  
Mancelona, MI 49659  
231 587 5052  
231 587 5313 - fax

3434 M-119, Suite A  
Harbor Springs, MI  
49740  
231 347 6014  
231 347 2861 - fax

95 Livingston Blvd.  
Gaylord, MI 49735  
989 732 1794  
989 732 3285 - fax

**Dental Clinics North**  
**Administrative Office**  
220 W. Garfield Ave.  
Charlevoix, MI 49720  
231 547 6523  
231 547 6238 - fax

**Hospice of Northwest**  
**Michigan**  
220 W. Garfield Ave.  
Charlevoix, MI 49720  
800 551 4140  
231 547 1164 - fax

**Northern Michigan**  
**Regional Lab**  
95 Livingston Blvd.  
Suite D  
Gaylord, MI 49735  
989 732 1794  
989 732 3285 - fax

[www.nwhealth.org](http://www.nwhealth.org)



November 4, 2019

**ANNOUNCEMENT of a Request for Proposals:  
Building Healthy Places Greenspace Improvement Project to Increase Physical Activity**

**To Whom It May Concern:**

You are invited to submit a proposal for **up to \$10,000** through the Building Healthy Places Greenspace Improvement Project funding opportunity in accordance with the requirements set forth in the Request for Proposals (RFP), available at [www.nwhealth.org/gip.html](http://www.nwhealth.org/gip.html).

This RFP seeks competitive proposals for the implementation of infrastructure, policy, and educational improvements to public greenspaces, such as parks and trails, in order to create or enhance access to safe and enjoyable sites for physical activity in Northwest Michigan. By improving the aesthetics, accessibility, and safety of public greenspaces, the project aims to increase the percentage of adults and youth who meet federal physical activity guidelines, ultimately reducing poor health outcomes and health disparities in Michigan.

**Key dates are below:**

<b>Letter of Intent Due</b> (See page 7 of the RFP)	<b>Friday, November 22, 2019</b>
<b>Application Information Conference Call</b> (See page 8 of the RFP)	<b>Monday, November 25, 2019</b> <b>RSVP by Friday, November 22, 2019)</b>
<b>Submission Deadline</b> (See page 7 of the RFP)	<b>Friday, December 13, 2019</b>

For additional assistance, please email [k.horan@nwhealth.org](mailto:k.horan@nwhealth.org). Thank you for your time, effort, and interest in the Building Healthy Communities Greenspace Improvement Projects funding opportunity.

Sincerely,

Kirstyn Horan  
Community Health Coordinator  
3434 M-119, Suite A  
Harbor Springs, MI 49740  
Ph: 231-347-5362  
[k.horan@nwhealth.org](mailto:k.horan@nwhealth.org)



# **Building Healthy Places**

## **Greenspace Improvement Projects to Increase Physical Activity**

A Request for Proposals Issued by the  
Health Department of Northwest Michigan  
2019-2020

<b>Issue Date</b>	<b>Monday, November 4, 2019</b>
<b>Letter of Intent Due</b>	<b>Friday, November 22, 2019</b>
<b>Application Information Conference Call</b>	<b>Monday, November 25, 2019 from 1-2 PM (RSVP by Friday, November 22, 2019)</b>
<b>Submission Deadline</b>	<b>Friday, December 13, 2019</b>

For assistance, please email questions to [k.horan@nwhealth.org](mailto:k.horan@nwhealth.org) with the Subject Line "RFP."

**Health Department of Northwest Michigan**

**220 W. Garfield Ave.**

**Charlevoix, MI 49720**

**[www.nwhealth.org](http://www.nwhealth.org)**

## Background:

Communities are the places where we live, learn, work, and play. The physical environments and local policies governing our communities can directly influence our health. The Health Department of Northwest Michigan is working toward improving our environments, policies, and physical activity opportunities to ensure that all residents are surrounded by communities that support healthy lifestyles.

In October 2016, the Health Department of Northwest Michigan received a Building Healthy Places grant opportunity from the Michigan Department of Health and Human Services to fund the implementation and evaluation of infrastructure, policy, and educational interventions in the region. These interventions are designed to prevent chronic diseases through community based population health improvements that promote healthful eating and physical activity amongst disparate population groups. Specifically, Building Healthy Places has two primary goals:

- 1) To reduce unhealthy eating by increasing fruit and vegetable access, availability, and consumption
- 2) **To increase physical activity by improving safety, access, and availability for daily recreation and transportation.**

The program aligns with national strategies, the Michigan 4 x 4 Health and Wellness Initiative, the Guide to Community Preventive Services, and objectives of Healthy People 2020 as outlined below:

- Promote quality of life, healthy development, and healthy behaviors across the life span;
- Achieve health equity and the elimination of health disparities;
- Create social and physical environments that promote good health

## Grant Focus:

The current Request for Proposals (RFP) encompasses the physical activity component of Building Healthy Places' initiatives. Specifically, this RFP seeks competitive proposals for the implementation of sustainable and equitable infrastructure, policy, and exercise opportunity improvements to greenspaces, such as parks and trails, in order to create or enhance access to safe and enjoyable public spaces for physical activity in Northwest Michigan. By improving the aesthetics, accessibility, and safety of public greenspaces, the project aims to increase the percentage of adults and youth who meet federal physical activity guidelines, ultimately reducing poor health outcomes and health disparities in Michigan.

This grant seeks the implementation of improvements to public greenspaces through:

1. **Infrastructure.** This grant's primary focus is to promote physical activity through improvements to public greenspace environments.

Examples of infrastructure enhancements include (this is not an exhaustive list):

- Installation of lighting sources to improve safe walking and biking conditions
- Renovation or development of fencing, walking paths, trails, and/or signage
- Addition of crosswalks to connect nearby neighborhoods to park or trailheads
- Installation of bike racks, drinking fountains, and benches

The funds cannot be used to purchase playground equipment, but can be used to enhance playground landscaping, such as to install rubber flooring for injury prevention purposes.

2. **Physical Activity Programming.** Organized exercise opportunities in parks has been shown to further connect public greenspaces to improved community health. Evidence-based recreational activities showcase how to use public greenspaces for physical activity, promote a sense of community around outdoor exercise, and provide an opportunity to evaluate greenspace usage. Within the grant period, it is an expectation that grantees will host physical activity programming within greenspaces. The Health Department, in partnership with the Michigan Recreation & Park Association (mParks), will assist awarded sites in the implementation of *Come Out & Play* or *Walk Michigan*.

Each proposal **must** include one of the following Physical Activity program options:

### **Come Out And Play (COAP) (Youth-focused):**

Come Out and Play! Is an evidence-based physical education program for youth that promotes overall fitness, learning and fun outdoors! Developed by the Michigan Recreation and Park Association (mParks), COAP empowers youth to use play as a foundation for healthy lifestyle, while also teaching social and emotional health, and intellectual development.

Physical Activity in play is critical for healthy lifestyles and the development of the mind, body, and spirit. As communities across the country are seeking diverse partners to help address the dramatic rise in childhood obesity and combat sedentary lifestyles, COAP is an effective solution that intentionally promotes fitness and physical activity. COAP provides a way for parks and recreation, schools, summer camps, faith-based organizations, and many more to adapt traditional PE to a fun, outdoor-based play experience.

The COAP activities combine cardiovascular, bone and strength promoting play, supports gross motor development, and improves critical thinking and problem-solving skills through creative interactions with nature. Unique to COAP, this program highlights Michigan's great outdoors by using nature as a natural playground, while also connecting youth and their families to greenspace and inspiring environmental stewardship.

Benefits of COAP include:

- Help schools and recreation facilities reach 60 minutes of recommended physical activity
- Promotes moderate to vigorous levels of physical activity
- Engages children, families, and communities to be active in their parks, trails and greenspaces
- Reinforces the significant health and developmental benefits offered through outdoor play environments
- Maximizes community greenspace investments for use during free play, structured physical education, and before/after school programming
- Helps link to potential funding aligned to support health and wellness initiative

## Program Components:

1. Facilitator Manual: Overview of COAP and directions to implement program
2. Activity Calendar: Six-day COAP calendar with activities, quests and lessons to teach
3. Activities: Get children moving, tracking steps, and introduces a variety of nature concepts for an average of 20 minutes or more of play
4. Quests: Special activities that challenges families to be physically active together while having fun and enjoying nature
5. Activity Records: Fun way for children to record their daily physical activity (i.e., daily step counts)
6. Step Tracker Recording Sheet: COAP staff records and tracks the number of steps taking by participants during COAP activities daily

*mParks will assist awarded greenspaces in the implementation of COAP.*

## **Walk Michigan (Adult/Senior-focused):**

Walk Michigan is an eight-week virtual walking program aimed at connecting Michigan parks, trails, and greenways to healthy living. Walking outdoors in parks and on trails is the central activity of Walk Michigan. As a Michigan-based program, participants virtually progress along the 1,259 miles of the Iron Belle Trail by tracking steps during group and individual walks. While designed as a walking program, walking is not the only form of physical activity that everyone enjoys. Simply building on the importance of being active in greenspaces, participants can log other physical activities into miles walked.

Unlike other walking programs, Walk Michigan takes place in local parks, trails and greenways, encourages teamwork and social interaction, and is inclusive to all forms of physical activity.

### Program objectives include:

- Improve health and wellness by developing healthy habits that encourage physical activity in greenspaces to help protect physical and emotional health.
- Support a healthy lifestyle through the nature-health connection to prevent/manage illnesses and chronic diseases.
- Strengthen the connection between greenspace physical activity and social support networks as an effective (and sustainable) lifestyle program.
- Promote Michigan parks, trails and greenways as accessible places to be active as part of a healthy lifestyle across a lifespan.

### Components of Walk Michigan include:

- Join a team for an 8-week program

- The 8-weeks can be done consecutively or split into 4-weeks (PRE) and 4-weeks (POST). For example, a 4-week spring program followed up with a 4-week fall program might be the best option to accommodate weather and participation.
- Encourage your family, friends, neighbors, and co-workers to form teams and build a healthy habit using your local greenspaces to be active.
- Report your miles to team captains each week.
- To evaluate the success and benefits of the walking program, entry, exit, and tracking forms of energy, social interaction and satisfaction with their community.
- Participate in community kick-off and celebration events.

*mParks will assist awarded greenspaces in the implementation of Walk Michigan*

7. **(Optional) Policy.** Amendments and/or additions to policy in enhanced public greenspaces can support the overall health and safety of our communities. If applicants propose a health-related policy for the greenspace, such as a Complete Streets or Tobacco-Free policy, or if a health-related policy already exists at the site, then funds could be used to support the adopted policy for items such as signs, crosswalks, or sidewalks. Policy improvements are encouraged but not required.

This grant opportunity maintains the following goals:

1. Develop and/or implement transportation and community plans that promote walking and biking
2. Strengthen community promotion of physical activity through signage, policies, and social support in communities

The Health Department of Northwest Michigan will work with awarded communities to promote physical activity at their enhanced public greenspace and market their site improvements.

**The timeline for this project is January 27, 2020 through August 30, 2020.**

## Eligibility Criteria:

1. Eligible sites include parks, trails, and other public greenspaces with existing infrastructure, such as playground equipment, walking paths, etc. New public greenspaces that will be developed in 2020 with secured and existing funds are also eligible to apply.
2. Eligible applicants include any department, agency, special purpose district, or other instrumentality of a local government. Other eligible applicants include public school districts, Indian Tribal organizations, or 501(c)(3) non-profit organizations.
3. Greenspace sites must be open and free for the public. Funds will not be awarded to sites that collect money for greenspace use.
4. Greenspace sites in the following counties are eligible to apply for this funding opportunity:
  - Emmet
  - Charlevoix
  - Antrim
  - Otsego
  - Kalkaska
  - Grand Traverse
  - Benzie
  - Leelanau
  - Missaukee
  - Wexford
  - Manistee

These counties were selected based on rates of obesity, rates of physical activity, and existence of ongoing chronic disease interventions.

5. Applicants must be financially and managerially responsible for the proposed greenspace
6. Applicants must demonstrate the capacity to implement and sustain proposed site changes
7. Applicants must demonstrate the capacity to implement mParks' *Walk Michigan or Come Out & Play*.
8. Applicants are permitted to apply for funds to enhance ONE (1) public greenspace

## Funding:

Communities are invited to **apply for up to \$10,000** to implement infrastructure, policy, and exercise opportunity enhancements that promote usage and access to increase physical activity at the greenspace.

This grant aims to fund sustainable public greenspace improvements to create a lasting impact on the health of our communities. Applicants will be asked to authorize a statement confirming their capacity to sustain ownership of the enhanced greenspace, so that communities can benefit from the improvements for years to come.



## Submission Deadline & Process:

Please send a brief letter of intent to [k.horan@nwhealth.org](mailto:k.horan@nwhealth.org) by **Friday, November 22, 2019**.

To be considered for funding, proposals must be received at the Health Department of Northwest Michigan by **5 PM on Friday, December 13, 2019**. Applicants may submit completed proposals via email to [k.horan@nwhealth.org](mailto:k.horan@nwhealth.org) or by U.S mail or overnight carrier—provided it is received by **5:00 PM on Friday, December 13, 2019**. Mail submissions must be addressed to:

Health Department of Northwest Michigan  
ATTN: Kirstyn Horan  
3434 M-119, Suite A  
Harbor Springs, MI 49740

## Selection Criteria:

Priority will be given to applicants who:

- Evidently consider equity and health promotion to be the primary motives and frameworks guiding all proposed site changes
- Provide concrete ideas that prioritize expanding site access to marginalized populations, including low income families, people of color, people with disabilities, and seniors
- Propose health-related policy improvements
- Clearly demonstrate advanced capacity to complete the proposed changes within the grant period and sustain the improvements thereafter
- Secured additional grant funds or matching funds to expand the greenspace improvement project if needed.
- Maintain collaborative partnerships with community members, agencies, or organizations that would aid in the development and sustainability of greenspace enhancements, physical activity programming, and/or policy development/enforcement
- Incorporated (or would incorporate) community feedback into proposed site changes

## Proposal Content:

To be considered for funding, proposals must include the following:

1. Cover letter
2. Completed Application Form signed by greenspace manager (see page 17)
3. Work plan outlining proposed infrastructure changes, responsible persons, and timeline. (Template is included in Application Form)
4. Budget and budget justification. If additional grant funds or matching funds are anticipated, please include them in the budget. (Template is provided in Application Form)
5. Letter(s) of support

## **Request for Assistance:**

An optional application information conference call is scheduled to assist prospective applicants with RFP questions on **Monday, November 25, 2019 from 1-2 PM**. If you wish to participate in the conference call, please RSVP to [k.horan@nwhealth.org](mailto:k.horan@nwhealth.org) by close of business on **Friday, November 22, 2019**. To join the Application Information Conference Call, call 712-770-5581; code 456534.

For additional assistance, please email questions to [k.horan@nwhealth.org](mailto:k.horan@nwhealth.org) with the Subject Line "RFP."



# Acme Township

6042 Acme Road | Williamsburg, MI | 49690

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

---

December 3, 2019

Attn: Kirstyn Horan  
Community Health Coordinator  
Health Department of Northwest Michigan  
3434 M-119, Suite A  
Harbor Springs, MI 49740

RE: Acme Township RFP Submission  
2019-2020 Building Healthy Places Greenspace Improvement Projects to Increase Physical Activity

Dear Ms. Horan:

I submit this letter on behalf of Acme Township to request \$8,100 from the Health Department of Northwest Michigan for the 2019-2020 Building Healthy Places Greenspace Improvement Projects to Increase Physical Activity funding opportunity. Acme Township requests funding for infrastructure enhancements for signage to increase recreational awareness for people of all ages and abilities within Acme Township's recently renovated Bayside Park.

The installation of signage would promote physical activity and help the township accomplish the goals listed in the recently updated Parks Master Plan (2019-2023). Specific goals include:

- Increase access to Grand Traverse Bay for residents of all abilities.
- Beautify shoreline parks to provide bayside recreation opportunities for the community while protecting the water quality.
- Increase a clear and precise awareness of the Acme Township park system: specific objectives to establish a new identity for the park system through new signage; wayfinding system

Our letter of intent was submitted and received on November 20, 2019. Included in this proposal are the documents requested in the application form and additional supporting documentation (site plan, letters of support). Lindsey Wolf will be our main contact for purposes of the application process and can be reached at:

- 6042 Acme Road Williamsburg, MI 49690
- Office: (231)938-1350 Fax: (231)938-1510
- Email: [zoning@acmetownship.org](mailto:zoning@acmetownship.org)

Thank you for this opportunity to participate in the Health Department of Northwest Michigan's grant program and helping Acme Township improve health and wellness within the community.

Sincerely,

Doug White  
Acme Township Supervisor

# Application Form

## Building Healthy Places Greenspace Improvement Project

(Please type information into form)

Applicant Information	
Agency	Applicant/Contact Person
Name: Acme Township	Name: Lindsey Wolf
Address: 6042 Acme Road	Affiliation/Position: Planning & Zoning Administrator
City, State, Zip: Williamsburg, MI 49690	Phone: (231)938-1350
Website: acmetownship.org	Email: zoning@acmetownship.org
Questions	
<p>Are you and/or the agency you represent financially and managerially responsible for the proposed greenspace site?</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Other:</p>	<p>Are you seeking additional grant funds or providing matching funds to complete this project?</p> <p><input checked="" type="checkbox"/> Yes</p> <p>Source: Acme Township</p> <p>Amount: \$2000</p> <p><input type="checkbox"/> No</p>
Proposed Site Information	
Name: Bayside Park	Address/Location: 5841 US 31 N
City, State, Zip: Williamsburg, MI 49690	

**Description of current site (prior to site changes) and of the population living 5 – 10 miles from the greenspace, including demographic characteristics if known:**

Bayside Park is situated on 14.7-acres, located just south and west of the US31/M72 intersection on Lake Michigan's shoreline. Bayside Park has undergone a dramatic transformation since it was established in 1987. The overall goal was to transform this gateway to Traverse City into a visual and recreational destination, as well as to ensure that Bayside Park could be enjoyed by people of all ages and abilities for use year-round. This was made possible with substantial support from the Michigan National Resources Trust Fund, other grants, regional partnerships, private donors, and Acme Township.

Amenities include:

- Two newly paved parking areas that provide convenient entry
- Universally accessible (UA) trails/walkways
- Bike racks
- Modern, accessible restroom facility
- Flexible, open grass area for games
- Shoreline and UA beach
- Carefully-selected plantings to mitigate storm water runoff into the Bay
- Walk-through parterre garden
- Benches and newly installed swing benches
- Picnic tables and grills
- Pavilion
- Observation deck overlooking Grand Traverse Bay
- Volleyball court
- UA accessible net climber and other play equipment
- A direct trailhead connection to the planned Traverse City to Charlevoix Trail

The park's frontage, its open space, and its scenic viewshed provide recreation opportunities for swimming, canoeing, kayaking, kiteboarding, fishing, hiking, biking, picnicking, and relaxing while viewing a sunset. While the park has undergone a transformation, there is one item that has yet to be transformed - signage. *Please refer to the project site plan included in the supporting documents - rendering image/will provide example at board meeting.*

**Demographics:**

According to the 2016 American Community Survey estimates, Acme Township had about 4,612 residents, there has been a 5% increase in population since the 2010 census. The biggest increase comes in the 25-34-year-old age category by 46%. The median age is 48.3 years with 37.6% of the households have at least one individual aged 65 or older. Additionally, according to the proprietary *Esri Business Analyst software*, 215 businesses in Acme Township employ 4,905 persons. A measurement taken from the township's accessing database revealed that there are 3,423 parcels in Acme – every single parcel is within a 5-10-mile radius of Bayside Park.

It is also important to note that a portion of several neighboring communities are within a 5-10-mile radius including:

- East Bay Township (population 10,663; 267.1 people per square mile) to the south
- Whitewater Township (population 2,597; 51.6 people per square mile) to the east
- The Village of Elk Rapids (population 1,642; 995.2 people per square mile) in Antrim County to the north

Additionally, according to the Michigan Department of Transportation (MDOT), over 15,000 vehicles pass Bayside Park daily.



Picture(s) of current site:



*Aerial View Bayside Park*



*Parking & Restroom*





*View south end: Universally Accessible Net Climber*



*View north end: trails, volleyball, playground, beach, observation deck*





**Please describe your proposed infrastructure enhancements to be completed with this grant. How would these environmental changes promote physical activity? How did you (or would you) seek community feedback on proposed changes and adjust plans accordingly?**

Acme Township requests funding for infrastructure enhancements for signage to increase recreational awareness for people of all ages and abilities within recently renovated Bayside Park. A \$600,000 budget, established in 2016 with DNR Trust Fund, Grand Traverse Regional Land Conservancy, and Acme Township as partners, fell prey to the region's construction boom which has commanded up to 30% over 2016 labor estimates during the 2017 and 2018 implementation years. This necessitated creative and painful cost-cutting; general infrastructure items (parking; walkways; irrigation; electrical; landscaping) needed to prevail over new signage.

Issues with current signage:

- Entry sign not visible from US31
- Difficult for those not familiar with area to locate park and entrance
- No directional signage to indicate park amenities
- Current signage in poor condition

*The visuals below (and site plan) provide context for the current and proposed sign locations.*

### ***Entry Sign***





For wayfinding purposes, we propose to include an updated site map (to scale) showing the locations of all the park amenities. The existing kiosk will be utilized as it currently sits in an area that receives a lot of foot traffic located next to the restroom near the park entry.

### ***Directional Kiosk & Restroom Signage***



It is also a goal to replace the signs on the restroom with those that are ADA compliant in height requirements and include brail for those that are visually impaired so that all may have access to the proper restrooms and park hours of operation.

### **Promotion of Physical Activity:**

The proposed environmental changes would promote physical activity in the following ways:

- Park entry sign will increase recreational awareness
- Directional kiosk will increase recreational access and awareness of the park's various amenities (e.g. heavily treed north end shields amenities: trails, observation deck, playground, beach, volleyball court)
- Those with limited mobility will be aware of the park's various universally accessible locations/amenities (e.g. sidewalk/trails, Mobi-Mat for beach-goers, swings, UA net climber)
- Users will be able to calculate distances/mileage on pathways/trails
- Bayside is pet friendly - owners/walkers will be able to locate pet stations for proper disposal of waste
- Usage will continue to increase with the planned Traverse City to Charlevoix Trail and Acme Connector Trail

### **Community Feedback:**

Securing increased recreational access has been the Township's vision for over a decade. The need for this type of signage is based on feedback from the public (public meetings, survey data), staff, and Acme Township Boards and Commissions. In response, Acme Township recently updated its Parks Master Plan (2019-2023) – this plan includes several goals/visions:

- Increase access to Grand Traverse Bay for residents of all abilities.
- Beautify shoreline parks to provide bayside recreation opportunities for the community while protecting the water quality.
- Increase a clear and precise awareness of the Acme Township park system (specific objectives to establish a new identity for the park system through new signage; wayfinding system)

The plan is evaluated every 5 years to address recreational conditions and demands.

# Work Plan Template for Infrastructure Enhancements

## Building Healthy Places Greenspace Improvement Project

Please use the following format to develop your work plan for greenspace infrastructure enhancements, and attach the completed document to the end of this Application Form. You will have the opportunity to detail your proposed physical activity programming and/or policy improvements later in the application.

**Agency Name:** Acme Township

**Greenspace Site Name:** Bayside Park

Site Change	Responsible persons	Timeline			
		January-April	May-June	July	August
<b>Example:</b> Install Welcome Sign	Communications Coordinator	Work with sign company to design and produce sign	Install sign		
Install entry sign	Sign Company	Work with sign company to design and produce sign	Install sign		
Install wayfinding signage in kiosk	Parks & Recreation Maintenance Coordinator	Work with landscape architect to design and produce wayfinding site plan	Install sign		
Install restroom signage	Parks & Recreation Maintenance Coordinator	Work with sign company to design and produce sign	Install sign		
Install park rules sign	Parks & Recreation Maintenance Coordinator	Work with sign company to design and produce sign	Install sign		

**How will you ensure that your proposed infrastructure enhancements meet community needs, and that the public greenspace is accessible to everyone, regardless of income, race, physical ability, age, etc.?**

The proposed infrastructure enhancements will meet community needs and ensure accessibility to everyone, regardless of income, race, physical ability, and age in the following ways:

- Regional partnerships consulted during planning and renovation processes to ensure access for all ages and all abilities: Traverse Area Recreation and Transportation Trails (TART); Disability Network of Northern Michigan; The Watershed Center of Grand Traverse Bay (TWC); the Grand Traverse Regional Land Conservancy; Grand Traverse Band of Ottawa and Chippewa Indians; among others.
- Desirable location – thousands located within a 5-10-mile radius.
- No admission fees.
- Restroom facility will include ADA compliant signage.
- Site map will be installed at a universally accessible location near restroom.
- Park maintained daily from April – November; parking lot plowed during winter months.
- Acme Township Parks Master Plan updated in 2019 to reflect communities' recreational needs and evaluated every five years (or prior, if needed).
- Continued public engagement at scheduled, monthly Board, Planning Commission, and Parks and Trails meetings.

**Please describe current activities that demonstrate your capacity to complete and sustain the proposed infrastructure changes. Discuss the availability of necessary support, staffing, expertise, funding, and technology to implement and sustain greenspace improvements.**

**Organizational:**

Acme Township's parks and recreation program is administratively aligned under a traditional local government organizational structure. The Township Supervisor and Board of Trustees provide governance, establish public policy, adopt the annual budget and millage rates, and are the approval authority for community plans and projects. The Township Supervisor is also responsible for the execution and implementation of Board policies, budgets, and plans as well as performing oversight for day-to-day operations within the Township. Township administrative staff, which includes the Park Operations Manager, reports to the Township Supervisor. The Park Operations Manager is responsible for maintenance and construction occurring within the Township's parks. During the summer months, the Township retains seasonal employees to perform regular park maintenance. These individuals report to the Township Supervisor.

The Parks and Trails Advisory Committee provides citizen input into the Acme Township park program. A combination of citizens, administrative staff, and elected officials participate on this committee.

**Partnerships & Volunteers:**

Acme Township has partnerships with various entities to secure recreational access: Traverse Area Recreation and Transportation Trails (TART); Disability Network of Northern Michigan; The Watershed Center of Grand Traverse Bay (TWC); the Grand Traverse Regional Land Conservancy; Grand Traverse Band of Ottawa and Chippewa Indians; Elk Rapids Public Schools; Sweetwater Evening Garden Club; among others. Students and scouts often volunteer their hours to help out in Acme Township to fulfill their civic engagement requirements. *Letters of support provided in supporting documents.*

**Annual Budget:**

The Acme Township annual parks and recreation budget for 2019–2020 is around \$143,000. Funds come from the General Operating Millage/General Fund, plus grants and donations. Capital expenditures for larger projects and grant contributions are budgeted annually when the funds will be expensed.

The Health Department of Northwest Michigan has partnered with mParks, Michigan's Recreation and Park Association, to assist awarded greenspace sites with the implementation of physical exercise programming. Specifically, each site **must** select *Come Out & Play* or *Walk Michigan* (see page 3 for detailed program descriptions).

**Please describe your capacity to implement *Come Out & Play* or *Walk Michigan* as physical activity programming in the public greenspace. What type(s) of exercise opportunities would best meet your community's needs? Describe the group(s) you would target for programming (e.g. youth, seniors, families, etc.). Based on your community's needs, target population(s), and greenspace capacities (following infrastructure enhancement).**

**Board discussion on which program they would like to include within application. Please refer to pages 3-5 in the RFP.**



Interventions that combine multiple types of changes can create a larger impact on the health of communities. For example, a greenspace that implements infrastructure changes (e.g. lighting, signage) in combination with interpersonal engagement opportunities (e.g. an educational walking group) as well as policy improvements (e.g. a smoke-free policy) will be more effective at increasing physical activity than a greenspace that only changes their infrastructure. Policy enhancements are encouraged but not required for this RFP.

**Are you proposing any amendment(s) and/or additions to health-related policy in the greenspace? If so, please detail your plans. How might the proposed policy changes impact health? How would you use grant funds to support the adoption or enforcement of health-related policy? If you do not plan to adopt or amend health-related policy in the greenspace, please leave this question blank.**

### Discussion with Board – is smoking allowed at the Park?

**If you plan to collaborate with an existing or prospective partner on the implementation of the proposed greenspace enhancements, please describe the partnership. How do you plan to share and delegate tasks?**

Acme Township has partnerships with various entities to secure recreational access: Traverse Area Recreation and Transportation Trails (TART); Disability Network of Northern Michigan; The Watershed Center of Grand Traverse Bay (TWC); the Grand Traverse Regional Land Conservancy; Grand Traverse Band of Ottawa and Chippewa Indians; Elk Rapids Public Schools; Sweetwater Evening Garden Club; among others.

Recently, sign placement was discussed with TART to ensure entry sign will not negatively impact future signage of the Traverse City to Charlevoix Trail.

**Please explain how you would market your proposed greenspace enhancements and why you think your promotion approach could effectively increase greenspace usage in your community.**

Marketing of the proposed greenspace enhancements will be done through the following:

**Township Website:** According to *weebly analytics* the website receives an average of 2,552-page views per month. Important information is posted on the website as needed to the home page and other relevant areas. The Parks & Recreation page will also be getting a complete facelift beginning in January 2020.

**Newsletters:** Newsletters will be sent out with the summer and winter tax bills (3,423 parcels). These newsletters will highlight important activities within the township – such as grants awarded and projects, they have helped fund.

**Partnerships:** Acme Township’s partnerships with agencies such as the Grand Traverse Regional Land Conservancy and TART Trails provide additional marketing avenues within their publications – reaching Acme Township and beyond. The Acme Business Association also promotes activities (business and recreational) within the township.

**Public Meetings:** Funds and projects will be part of the staff reporting process during public meetings.

We are also open to suggestions to expand our marketing efforts!

“I am an official representative of my organization, and I endorse this grant proposal. I agree that my organization is eligible to apply for funding, and if a grant is awarded, my organization will carry out the project as outlined in this proposal. On behalf of my organization, if a grant is awarded, I am providing assurance that we are responsible for sustaining the improved greenspace through financial and personnel resources, and we are committed to supporting the improved greenspace as a benefit to the community for years to come.”

**Applicant**  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Budget & Budget Justification Template

## Building Healthy Places Greenspace Improvement Project

Please use the following format to develop your budget sheet and attach the completed document to the end of this Application Form.

Agency Name: Acme Township

Proposed Site Name: Bayside Park

Amount Requested from this Funding Opportunity: \$8,100

Total Project Cost: \$10,100

### Estimated Revenues for Total Project (including any additional and/or matching funds):

Source	Amount
Greenspace Improvement Projects Grant Request	\$8,100
Agency Contribution	\$2,000
<b>Total:</b>	<b>Example: \$10,100</b>

### Estimated Expenses for Total Project:

Expense	Amount	Justification
Welcome Sign	\$5,500	Design and production
	\$700	Installation of Welcome Sign by sign company
Site Map	\$1500	Design, production, installation
ADA Restroom signs/hours of operation	\$400	Design, production, installation
Park Rules Sign	\$1870	Design, production, installation
Logo Signs for Township Recreation Vehicle & Trailers	\$130	Design, production, installation
<b>Total:</b>	<b>\$10,100</b>	



## **Supporting Documents**

*Site plan and letter of support from Grand Traverse Regional Land Conservancy to be included - in process*



PO Box 252  
Traverse City, MI 49685

231-941-4300  
[traversetrails.org](http://traversetrails.org)

## Connecting Communities

### BOARD OF DIRECTORS

Susan Vigland, *President*

Chris Gallagher, *Vice President*

Ross Hammersley, *Secretary*

Linda Cline, *Treasurer*

Chris DeGood, *Past President*

Meg Ackerman

Jessica Alpers

George Bearup

Brian Fisher

Laura Galbraith

Sara Harding

Matt McDonough

Wayne Olsen

Rick Simonton

Mike Tarnow

November 25, 2019

Lindsey Wolf, Planning & Zoning Administrator  
Acme Township  
6042 Acme Road  
Williamsburg, MI 49690

Dear Ms. Wolf:

On behalf of the Traverse Area Recreation & Transportation (TART) Trails, we are pleased to support Acme Township's improvement plans for Bayside Park. The proposed entry sign, park maps, and hours of operation signage would improve park user experiences and build on recent Township and community investment. Quality improvements are the critical next step to ensure our public spaces may be forever enjoyed by people of all ages and abilities.

TART Trails has enjoyed a close working relationship with Acme Township and residents and have worked together to identify, connect and expand opportunities for non-motorized transportation and recreation connections through Acme. Bayside Park serves as an important asset in Acme Township as well as the future Traverse City to Charlevoix Trail.

TART Trails is excited to continue working with Acme Township to help make meaningful connections to the region's natural and recreational resources for the public's enjoyment.

Sincerely,  
**TART Trails, Inc.**

Chris Kushman  
Planning & Management Director



3860 North Long Lake Rd. Suite D  
Traverse City, MI 49684-7204  
tel: 231.929.7911  
fax: 231.929.0433  
email: [info@gtrlc.org](mailto:info@gtrlc.org)  
web: [www.gtrlc.org](http://www.gtrlc.org)

Love the land. *Pass it on.*

## MEMORANDUM

Date: November 26, 2019  
To: Acme Township Board  
From: Claire Herman, Grand Traverse Regional Land Conservancy  
Re: Jack and Barbara White Farm (Interwater Farm) PDR

1. **Statement to Confirm Matching Funds** - after submitting the official survey to NRCS for review, they responded to let me know that since the acreage of the survey is less than the acreage used for the appraisal (152.02 vs. 153.39) the total easement value has to be adjusted based on the appraised per acre value. As a result, this decreases the overall easement value from \$628,000 to \$622,392. The landowner has agreed to accept the adjusted value.

Appraised FMV	Appraised Acres	Per acre value	Surveyed Acres	Adjusted FMV	ACEP Contribution	Landowner Donation	Acme Twp Contribution
\$ 628,000.00	153.39	\$ 4,094.14	152.02	\$ 622,392.00	\$ 311,195.00	\$ 155,598.00	\$ 155,598.00
					50%	25%	25%

2. **Grant, Cooperative, or Contribution Agreement Amendment** – at the time of application the estimated conservation easement value for Interwater Farms was \$596,000 (see original attachment A). The final appraised value is \$628,000. I recommend executing an amendment to the Cooperative Agreement in order to move \$16,000 from Cap & Triangle Farm to Interwater Farm to cover the increase in fair market value.

**Statement to Confirm Matching Funds  
Agricultural Conservation Easement Program -  
Agricultural Land Easement (ACEP-ALE)  
For General ACEP-ALE Enrollments**

The following information is required prior to the dispersal of the Federal share for the acquisition of a general ACEP-ALE. The purpose of this form is to identify and confirm matching fund sources.

ACEP-ALE Parcel Name JACK D. WHITE TRUST  
NEST Agreement #: 555D211801Q8S NEST Parcel #: 555D211801Q8W  
State Michigan County, Parish, or Borough Grand Traverse

<b>A. Appraised fair market value of the agricultural land easement</b>	<b>\$622,392.00</b>
<b>B. Grantor (Landowner) donation (the portion of A that is given to the eligible entity by the Grantor as a charitable donation or qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986)). Landowner shall not donate any part of C, D, or E back to the eligible entity.</b>	<b>\$155,598.00</b>
<b>C. Agricultural land easement purchase price</b>	<b>\$466,794.00</b>
<b>D. Eligible entity cash contribution paid to the Grantor from the eligible entity's cash resources* (D must be at least 50% of E unless an eligible entity cash contribution waiver is approved by NRCS. Eligible entity must attach cash contribution waiver approval.)</b>	<b>\$155,598.00</b>
<b>E. Federal share paid to the Grantor (Landowner) through eligible entity** (E must not exceed 50% of A)</b>	<b>\$311,196.00</b>
<p>*Administrative and planning costs are not counted as part of the entity cash contribution or as part of the purchase price.  ** ACEP funds provided to the eligible entity must not be used for administrative costs such as appraisal, survey, title insurance, legal fees, easement monitoring, or other related transaction costs or planning costs, such as baseline documentation or agricultural land easement plan development.</p>	

<b>Administrative Costs Paid By: (enter amount for each item)</b>	<b>Eligible Entity</b>	<b>Landowner</b>
Appraisal (by certified appraiser to USPAP/UASFLA standards)	\$	\$
Survey	\$	\$
Closing Costs (legal fees)	\$	\$
Title Insurance	\$	\$
Easement Monitoring (Landowner Cost limited to lesser of 2% or \$20,000 of A)	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>



**Certifications: ACEP-ALE Statement to Confirm Matching Funds**

**GRANTOR (Landowner)**

I certify that the information on this supporting form for the acquisition of an ACEP-ALE is true, correct, and complete. I have been informed that the dollar amount listed above is the appraised fair market value of the agricultural land, and that I have agreed to grant an agricultural land easement on my property for \$486,794.00 (enter purchase price). I understand that false certification has serious consequences and will result in ineligibility for the ACEP.

Grantor (Landowner) Name(s) (please print): \_\_\_\_\_

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

Grantor (Landowner) Name(s) (please print): \_\_\_\_\_

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

**GRANTEE (Eligible Entity)**

I certify that the information on this form for the acquisition of an ACEP-ALE is true, correct, and complete. I further certify that the eligible entity's cash contribution of the matching funds listed above have not come from additional donations, payments, loans, or fees made by or charged to the above-mentioned Grantor, immediate family members, or organizations controlled or funded by the Grantor, either through formal or informal agreements. I understand that false certification has serious consequences and will result in ineligibility of the entity for the ACEP.

Eligible Entity Name (please print): \_\_\_\_\_

Authorized Official (please print): \_\_\_\_\_

Signature by Authorized Official: \_\_\_\_\_ Date: \_\_\_\_\_

**NRCS**

I certify that I have met in person with the Grantor and confirmed all of the information listed above true, correct, and complete. The Grantor has certified that the eligible entity's cash contribution of the matching funds listed will not come from additional donations, payments, loans, or fees made by or charged to the above-mentioned Grantor, immediate family members, or organizations controlled or funded by the Grantor, either through formal or informal agreements. The Grantor understands that the purchase price is the amount he or she should receive at closing for the purchase of the agricultural land easement. The Grantor further understands that the ACEP-ALE does not require a landowner donation or contributions to stewardship or acquisition funds.

NRCS Representative (please print):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature by NRCS Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Grants and Agreements Division Submission Memo (GAD-SUM 2)  
for Grant, Cooperative, or Contribution Agreement Amendment**

1. Original agreement Identifier

**Agreement #** 68-5D21-18-019

**2. TYPE** Cooperative

**3. FPAC Mission are** NRCS

**4. Amendment #** 1 **5. Recipient Name** Acme Township

**6. Current Agreement Period of Performance. (Before this amendment)** 09/04/2018 to 08/31/2021

**7. Are Federal Funds being added?** NO If YES, Provide the Dollar amount \_\_\_\_\_

**8. Funding source (EQIP, CTA, etc.)** ACEP **9. Program Authority** 16 U.S.C. 3865 et seq. **10. CFDA** 10.931

If using multiple funding sources enter "See Notes" and enter Funding Sources, Program Authorities, CFDA's, and Federal Amounts in the Notes section.

11. Federal Funding Amounts:		Reimbursable	Advance	NOTE: If Total Revised Federal Budget exceeds \$250,000, DOA may be needed and will increase processing time.(NRCS only) Total Revised Federal Budget
Current (Original and Previous Amendments)		\$ 483,500.00		
Increase / Decrease		\$ 0.00		
Revised		\$ 483,500.00	\$ 0.00	
				\$ 483,500.00

**12. Extend period of performance?** NO If yes, New end date is \_\_\_\_\_

**13. Are milestones or deliverables being updated?** NO If yes, submit new milestones or deliverables.

**14. What is the reason for amendment/modification?**

The entity wishes to move \$16,000 from parcel 01Q8V to parcel 01Q8W due to an increase in the fair market value (FMV) of the parcel from the original estimate as a result of an appraisal. No additional funds will be needed as a result of this amendment.

**15. For obligations to be processed in FMMI**

(Not required if ezFedGrants Funds Pre-Commitment is Provided)

WBS	BOC	Treasury Account Symbol	Funding Amount Approved	Funding Type

**16. For obligations NOT to be processed in FMMI**

(For FSA and CCC only)

Vendor Code:

Accounting Code	Budget Period		Funding Amount Approved	Cost Center	Material Group	Functional Area
	From	To				



# Grants and Agreements - Routing and Clearance

DATE:

11/19/2019

## DESCRIPTION:

Agreement # 68-5D21-18-019 Amendment # 1

## PARTICIPANTS:

NRCS &amp; Acme Township

## PURPOSE:

Attachment A is revised to re-allocate the Estimated Agricultural Land Easement Value and the Estimated Federal Contribution between the two funded parcels.

## PERIOD COVERED:

09/04/2018 - 08/31/2021

## OBLIGATIONS

DIRECT:

\$

REIMBURSABLE:

\$

## ROUTING

## ATTENTION OF

## INITIALS

1. Grants Management Specialist

Sean Cunningham

SEAN  
CUNNINGHAM  
(Affiliate)  
Digitally signed by SEAN  
CUNNINGHAM (Affiliate)  
Date: 2019.11.19  
13:11:30 -05'00'

2. Branch Chief

Christopher Watkins

CHRISTOPHE  
R WATKINS  
Digitally signed by  
CHRISTOPHER WATKINS  
Date: 2019.11.19 12:33  
-06'00'

3. Grants and Agreements Division Director

Robert Ibarra

N/A

4.

5.

6.

7.

8.

## REMARKS:

ALL ALE AGREEMENTS & AMENDMENTS GO TO IC FOR REVIEW PER NI 300-302

**Clear Form**

11/30/2018



(Continuation)

**NOTICE OF GRANT AND AGREEMENT AWARD**

Award Identifying Number	Amendment No.	Award/Project Period	Type of Award Instrument
68-5D21-18-019	1	09/04/2018 - 08/31/2021	Cooperative

List of Attachments:

Amendment No. 1; Revised Attachment A

Name and Title of Authorized Government Representative	Signature	Date
Gary Lee, State Conservationist		
Name and Title of Authorized Recipient Representative	Signature	Date
<del>Jay Zollinger</del> , Township Supervisor Doug White		

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).



**AMENDMENT NO. 01**  
**TO THE**  
**COOPERATIVE AGREEMENT**  
**BETWEEN**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**  
**AND THE**  
**ACME TOWNSHIP**

**PURPOSE**

The purpose of this amendment is to revised Attachment A to the agreement, and revise NRCS contacts.

Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.

**REVISIONS TO THE NOTICE OF AWARD (FORM NRCS-ADS-093):**

1. NRCS Administrative Contact has been changed as shown in box 8.

**REVISIONS TO THE ATTACHMENTS OF THE AGREEMENT:**

1. Attachment A is revised to re-allocate the Estimated Agricultural Land Easement Value and the Estimated Federal Contribution between the two funded parcels.

Revised Attachment A- Fiscal Year (FY) 2018

List of Agricultural Land Easement Parcels Funded by NRCS With Fiscal Year 2018 Funds and Identified Substitute Parcels.

NRCS has made cost-share assistance available up to the amount specified on the NRCS-ADS-093, "Notice of Grant and Agreement Award," on this attachment that have been selected for funding. Parcels listed and not currently selected for funding and parcels identified at the time of the proposed substitution may be substituted for funded parcels that are cancelled upon mutual agreement of the Parties and removed from this attachment.

Funding obligated under this attachment will expire on August 31, 2021.

NEST Parcel ID Number	Total Acres	Estimated Agricultural Land Easement Value	Estimated Federal Contribution	Parcel or Landowner Name(s) <sup>1/</sup>	Selected for Funding (Yes or No)	Reflects determinations made at time parcel is identified as selected for funding only.	
						Approved Cash Contribution Waiver (Yes or No) <sup>2/</sup>	Commensurate Reduction Required (Yes or No) <sup>3/</sup>
555D211801Q8V	97.3	\$339,000.00	\$169,500.00	Cap and Triangle Farms, Inc	Yes	No	No
555D211801Q8W	153.39	\$628,000.00	\$314,000.00	Jack and Barbara White Trust	Yes	No	No
Totals	250.69	\$967,000.00	\$483,500.00				

<sup>1/</sup> The parcel or landowner name on this attachment is for quick reference purposes only, the official NRCS identifier for the parcel is the NEST parcel ID number listed in the first column. NRCS maintains its official record of current landowner information for parcels identified on this attachment in its electronic database systems for easement records and financial transactions.

<sup>2/</sup> Identify whether the parcel has received an eligible entity cash contribution waiver for projects of special significance at the time the parcel is identified as selected for funding. This attachment does not have to be updated to reflect cash contribution waivers granted after the parcel is identified as selected for funding. For all parcels, the entity must submit a copy of the NRCS waiver approval letter with the payment request for the parcel.

<sup>3/</sup> At the time the parcel is identified as selected for funding and again prior to closing, NRCS must determine landowner compliance with adjusted gross income (AGI) limitations and whether a commensurate reduction to the payment of the Federal share is needed. The outcome of the determination made at the time the parcel is selected for funding is identified on this attachment. Prior to closing, NRCS will notify the eligible entity in writing if the results of the AGI and associated commensurate reduction determinations have changed.

Entity Representative Initial \_\_\_\_\_

NRCS Representative Initial \_\_\_\_\_

original Attachment A- Fiscal Year (FY) 2018

List of Agricultural Land Easement Parcels Funded by NRCS With Fiscal Year 2018 Funds and Identified Substitute Parcels.

NRCS has made cost-share assistance available up to the amount specified on the NRCS-ADS-093, "Notice of Grant and Agreement Award," for parcels on this attachment that have been selected for funding. Parcels listed and not currently selected for funding and parcels identified at the time of the proposed substitution may be substituted for funded parcels that are cancelled upon mutual agreement of the Parties and removed from this attachment.

Funding obligated under this attachment will expire on August 31, 2021.

NEST Parcel ID Number	Total Acres	Estimated Agricultural Land Easement Value	Estimated Federal Contribution	Parcel or Landowner Name(s) <sup>1/</sup>	Selected for Funding (Yes or No)	Reflects determinations made at time parcel is identified as selected for funding only.	
						Approved Cash Contribution Waiver (Yes or No) <sup>2/</sup>	Commensurate Reduction Required (Yes or No) <sup>3/</sup>
555D211801Q8V	97.3	\$371,000.00	\$185,500.00	Cap and Triangle Farms, Inc	Yes	No	No
555D211801Q8W	153.39	\$596,000.00	\$298,000.00	Jack and Barbara White Trust	Yes	No	No
Totals	250.69	\$967,000.00	\$483,500.00				

<sup>1/</sup> The parcel or landowner name on this attachment is for quick reference purposes only, the official NRCS identifier for the parcel is the NEST parcel ID number listed in the first column. NRCS maintains its official record of current landowner information for parcels identified on this attachment in its electronic database systems for easement records and financial transactions.

<sup>2/</sup> Identify whether the parcel has received an eligible entity cash contribution waiver for projects of special significance at the time the parcel is identified as selected for funding. This attachment does not have to be updated to reflect cash contribution waivers granted after the parcel is identified as selected for funding. For all parcels, the entity must submit a copy of the NRCS waiver approval letter with the payment request for the parcel.

<sup>3/</sup> At the time the parcel is identified as selected for funding and again prior to closing, NRCS must determine landowner compliance with adjusted gross income (AGI) limitations and whether a commensurate reduction to the payment of the Federal share is needed. The outcome of the determination made at the time the parcel is selected for funding is identified on this attachment. Prior to closing, NRCS will notify the eligible entity in writing if the results of the AGI and associated commensurate reduction determinations have changed.

Entity Representative Initial

AB

NRCS Representative Initial

11





## MICHIGAN AGRICULTURAL PRESERVATION FUND POLICIES AND PROCEDURES

### QUALIFICATION PROCEDURE FOR GRANTS FROM THE AGRICULTURAL PRESERVATION FUND

The Michigan Agricultural Preservation Fund and Agricultural Preservation Fund Board were established in 2000 under Part 362 of the Natural Resources and Environmental Protection Act (NREPA). The act provides for the establishment of the Agricultural Preservation Fund, the creation of the Board, the development of an application procedure, selection criteria and the adoption of various standards and guidelines for the awarding of grants by the Board. This document establishes the qualification procedure, application procedure, scoring system and policies to be used in administering the Fund.

### QUALIFICATION PROCEDURE AND CRITERIA

Prior to applying for a grant, the local unit of government (county or township) must be qualified to be eligible to make a grant application. To qualify, the local unit of government must meet the following minimum standards:

- 1) The local unit of government has adopted a **Purchase of Development Rights (PDR) Ordinance** that is consistent with NREPA, the Michigan Zoning Enabling Act and the policies established by the Board. The ordinance must contain all the items outlined in the Michigan Zoning Enabling Act, including:
  - a) A method to determine the value of the development rights.
  - b) An application procedure.
  - c) A scoring system (may be assigned to local board to develop).
- 2) The local unit of government has adopted a **comprehensive land use plan** that includes a plan for agricultural preservation. The local unit of government can be covered within a **regional plan**. *The plans must be prepared within the last 10 years and reviewed or updated within the last 5 years.* The comprehensive land use plan must contain an agricultural preservation component, consisting of:
  - a) The areas intended for agricultural preservation are clearly depicted on the future land use map.
  - b) A description of how and why the preservation area was selected.
  - c) Goals for farmland preservation.

- d) Language indicating why farmland should be preserved in the community (cost of services studies, economic benefit to the community, etc.).
  - e) Text describing the strategies intended to be used in order to preserve the agricultural land, including Purchase of Development Rights (PDR) but should include other techniques.
- 3) A **monitoring and enforcement plan** for the farmland conservation easements has been established.

## COUNTY LEVEL, TOWNSHIP LEVEL AND MULTI-LEVEL PDR PROGRAMS

A program can qualify as a township PDR program, a county PDR program in which the townships participate, a multi-township program or a multi-county program. Multi-township or multi-county programs require an intergovernmental agreement between the units of government.

As required by the Michigan Zoning Enabling Act, the county shall not purchase development rights from land subject to a city, village or township zoning ordinance, unless all the following requirements are met:

- 1) The development rights ordinance provisions for the county PDR program are consistent with the plan upon which the city, village or township zoning is based.
- 2) The legislative body of the city, village or township adopts a resolution authorizing the PDR program to apply.
- 3) As part of the application procedure for the proposed purchase of development rights, the city, village or township provides the county with written approval of the purchase.

If a township has enacted its own PDR ordinance but wishes to participate in a county level PDR program, an intergovernmental agreement will be required to address how the programs will interact.

All information must be submitted to the Michigan Department of Agriculture and Rural Development (MDARD) for review. Determination on the qualification of the program will be made by MDARD staff. Only programs qualified prior to the Board's request for applications may apply during the current application cycle.

## APPLICATION PROCEDURE FOR GRANTS

The application package will be sent to all qualified PDR programs. The application package will include instructions and forms to be completed by the qualified entity and returned to the Department. Applications will be due 60 days after the application package is released. Applications must include:

- 1) Estimated value of the development rights for each parcel and basis or method used to determine value.
- 2) Township resolutions, comprehensive plans and zoning ordinances (if applicable).
- 3) Written approval by the township(s) for each purchase.
- 4) Signed option to sell by the landowner (signed local PDR application accepted)
- 5) Map of each property
- 6) Map showing the location of all properties proposed, as well as land that is already permanently protected.
- 7) Soil map showing all properties proposed and the prime and unique soils within the property. (See USDA Web Soil Survey Website)

## LOCAL GOVERNMENT SCORING SYSTEM

Applications will be scored considering various public policy objectives and based on points awarded, grants will be made. All local PDR programs shall, at a minimum, include items (1) through (5) listed below in their property scoring system and selection process. The weight given to each item is at the discretion of the local entity.

- 1) Farmland that has a capacity suited for the production of feed, food and fiber.
- 2) Farmland that would complement and is part of a documented, long term plan for land preservation by the local unit of government in which the farmland is located.
- 3) Farmland that is located within an area that complements other land protection efforts by creating a block of farmland that is subject to an agricultural conservation easement.
- 4) Farmland in which a greater portion of matching funds or a larger percentage of the agricultural conservation easement value is provided by a local unit of government or sources other than the Fund.
- 5) Farmland that will help to enhance other local open space initiatives in the community such as connecting a wildlife habitat corridor or preserving unique habitats and natural features that benefit local conservation efforts.

## FUNDING

Grants will be awarded based on the following criteria:

- Amount of funding available in the current application cycle.
- Number of applications received in the current application cycle.
- Awarded score of the individual application.
- How the application fits with the Core Values of the Agricultural Preservation Fund Board. Core Values are the items the Board feels are important the local PDR programs and preservation of farmland in Michigan. Core Values may change over time and with each application cycle. The Core Values that the program application meets will be identified during the application review process by the Agricultural Preservation Fund.

## SCORING SYSTEM

The following system will be used by the Board to prioritize grant applications from local PDR programs. Up to 400 points will be awarded for property related points and up to 600 points will be awarded for Local PDR Program related points, for a total of 1000 possible points.

### PROPERTY RELATED POINTS (400)

#### 1. Agricultural Capacity and Productivity

*Policy objective:* To preserve the land that holds Michigan's prime and unique agricultural soils.

Points will be awarded on the following basis:

Multiply the percent of land area in the application that is classified as prime and unique or locally significant agricultural land, as defined by the USDA-NRCS, times 50.

**Total Points Available: 150**

#### 2. Conservation Plan or Comprehensive Nutrient Management Plan

*Policy objective:* The public investment in farmland preservation should not only require legal preservation of the farmland, but also functional preservation of the resources. The completion of a conservation plan for the property is an indication that the landowner has made a commitment to preserve those resources.

Points will be awarded on the following basis:

Multiply the percent of land in the grant application that will be subject to a conservation plan (approved by NRCS) or a comprehensive nutrient management plan (written by a certified plan writer) times 50.

Note: A conservation plan may be in process at the time of application, but it must be completed and approved prior to closing. Conservation plans will not be awarded points if older than 3 years.

**Total Points Available: 50**

#### 3. Michigan Agricultural Environmental Assurance Program Participation

*Policy objective:* The Michigan Agricultural Environmental Assurance Program (MAEAP) assists farms in establishing environmentally sound agricultural practices. Farms that are certified under the MAEAP program should receive preferential treatment because environmentally sound agricultural practices will contribute to the sustainability of the agricultural operation.

Points will be awarded on the following basis:

50 points will be awarded if the farm in the grant application are verified through MAEAP. If the farm has participated in MAEAP Phase 1 training and has a risk assessment but is not MAEAP verified, a maximum of 25 points will be awarded.

**Total Points Available: 50**

**4. Amount of Agricultural Land in the Landowner's Application**

*Policy Objective:* To encourage large agricultural tracts of land to be preserved.

Points will be awarded on the following basis:

The number of acres of agricultural land in an application by a landowner divided by the number of total acres applied for in the application cycle, times 50.

**Total Available Points: 50**

**5. Property Location**

*Policy Objective:* To encourage blocks of agricultural land be preserved so that existing agricultural support infrastructure remains viable and in the local community.

Points will be awarded on the following basis:

The total acres of qualified agricultural land (active farmland) in the local PDR program area divided by the total acres of land in the local PDR program, times 100.

Note: Qualified agricultural land may also be designated as Personal Residence Exemption (PRE) when the farm residence is located on the farmland. This land is also considered as active farmland.

**Total Point Available: 100**

**LOCAL PDR PROGRAM RELATED POINTS (600)**

**6. Local Farmland Preservation Commitment**

*Policy Objective:* To encourage local commitment in farmland preservation as evidenced by the type and degree of financial participation at the local level as well as the designation of local priorities.

Points will be awarded on the following basis:

- Up to 75 points will be awarded if a community has a dedicated funding source for farmland preservation (millage, user fees, local tax).
- Up to 25 points if a map is submitted that includes areas for farmland preservation that are prioritized. Points will be awarded based on the level of detail of the map (maps that include parcel level priorities will score higher).

**Total Available Points: 100**



## **7. Matching Funds**

*Policy Objective:* To encourage local programs to seek and utilize any funding resources available in order to leverage all funding sources more efficiently and effectively.

The minimum required match is 25% per property. Matching funds can include funds from a local unit of government, federal grants, donations by the landowner of the proposed property and any other sources. A letter of commitment will be required from the source of the match with the application.

Points will be awarded on the following basis:

For match over the 25% minimum, the amount of points awarded will equal the percentage of match, times 200. (30% match = 60 points)

**Total points available: 100**

## **8. Intergovernmental Cooperation**

*Policy Objective:* To empower local units of government to work together in the land use area in creative or innovative ways that preserve farmland in the greater community.

**Points will be awarded on the following basis:**

Points will be awarded based on the demonstration of intergovernmental cooperation. Demonstration may be shown by submission of one or more of the following:

- Joint planning agreements under the Joint Municipal Planning Act.
- Intergovernmental agreements related to farmland preservation between more than one legal jurisdiction.
- Transfer of Development Rights programs that are between more than one legal jurisdiction.
- Cooperative efforts between contiguous townships to coordinate land use decisions.
- Reports or products from projects in which the units of government have cooperated together.
- Examples of other efforts that might qualify as intergovernmental cooperation in the land use area.

In general, it is intended that the maximum points under this category be awarded for local governments that have entered into intergovernmental agreements under the Urban Cooperation Act of 1967. The purpose of the Agreement being to coordinate the preservation of farmland within the communities. Less than the total points will be awarded for other cooperative efforts between local programs such as general land use, agriculture or funding for farmland preservation.

**Total Points Available: 50**

**9. Local Planning Training**

*Policy Objective:* Local decision makers should have training in and a general understanding of conservation easement content, restrictions and enforcement, negotiation techniques, land appraisals, federal charitable benefits for donations, local tax implications, 1031 like kind exchanges, post mortem election under Federal tax law, capital gains questions associated with conservation easements.

Points will be awarded on the following basis:

The percent of the members of the local governing body associated with operating the local PDR program that has received conservation easements training in the past 4 years, times 50.

**Total Points Available: 50**

**10. Local Capacity to Execute**

*Policy Objective:* Local PDR programs must be appropriately staffed to be successful. Local programs that have allocated appropriate support for staff (or partnerships in place) and have acquired and monitor conservation easements have the best chance for success.

Points will be awarded on the following basis:

Points based on the capacity to complete, hold and monitor easements.

Examples of points awarded include:

- The applicant already holds conservation easements.
- There is available staff, consultants or partnerships (such as land conservancies) to execute and maintain the program.
- Application has never had bad performance on past MDARD grants.

**Total Available Points: 150**

**11. Local Agricultural Planning**

*Policy Objective:* To encourage local units of government to utilize a variety of tools through the planning and zoning process to preserve farmland in their community.

Points will be awarded based on the tools the local unit of government has adopted to preserve farmland:

- Township comprehensive land use plans that are compatible with county or regional comprehensive land use plans.
- Communities participating in Joint Municipal Planning under the Joint Municipal Planning Act.
- Zoning ordinances that are consistent with the comprehensive land use plan and effectively preserves agriculture.
- Adoption of a Non-Contiguous Planned Unit Development Ordinance.
- Sliding Scale zoning allowed in agricultural areas.
- Density based zoning.

- Increased residential densities in areas served with public utilities, such as a minimum of 4 units per acre in single family areas and 10 units per acre per acre in single family areas and 10 units per acre in multiple family areas.
- Other unique or unusual techniques for preserving farmland.

**Total Available Points: 50**

**12. Agricultural Economic Development Plan**

*Policy Objective:* To maintain the economic viability of farmland and agriculture.

Points will be awarded on the following basis:

Points will be awarded if an economic development plan is developed regionally or locally to address agricultural viability. The plan in its entirety must be submitted with the application.

**Total Available Points: 100**

## BOARD POLICIES FOR THE AGRICULTURAL PRESERVATION FUND

### MATCHING FUNDS

The following sections of the Part 362 "Agricultural Preservation Fund" of the Natural Resources and Environmental Protection Act address the provision of matching funds:

*324.36205 Evaluation criteria for applications for grants to purchase agricultural conservation easements.*

*Sec. 36205.*

*(1) An application submitted to the board under section 36203 shall be evaluated according to selection criteria established by the board. The criteria shall place a priority on the acquisition of agricultural conservation easements on farmland that meets 1 or more of the following:*

*(d) Farmland in which a greater portion of matching funds or a larger percentage of the agricultural conservation easement value is provided by a local unit of government or sources other than the fund.*

*(4) A grant shall require that a portion of the cost of acquiring an agricultural conservation easement shall be provided by the applicant or another person.*

1. **POLICY:** The minimum amount of matching funds required to submit an application is 25% of the estimated value of the development rights to be paid for all parcels submitted in a particular grant application. Administrative or other costs are not eligible as match.
2. **POLICY:** Qualifying matching funds submitted with a grant application may be from a local unit of government, the owner of the easement rights to be acquired, other sources or any combination of sources (including federal dollars).

### MAXIMUM AMOUNT TO BE PAID PER ACRE

The following section of the statute concerns the maximum amount to be paid per acre:

*324.36205 Evaluation criteria for applications for grants to purchase agricultural conservation easements.*

*(3) The board may establish a maximum amount per acre that may be expended with money from the fund for the purchase of agricultural conservation easements.*

- 3. POLICY:** A maximum amount of \$5,000 per acre may be paid from the Agricultural Preservation Fund toward the purchase price of a conservation easement. This amount may be increased by the Board up to \$7,500 based on supporting documentation provided by the local government applicant.

## REPURCHASE OF DEVELOPMENT RIGHTS

The following section of the statute concerns the repurchase of conservation easements:

*324.36206 Awarding of grants and requirements for agricultural conservation easements.*

*(6) An agricultural conservation easement acquired under this part may be transferred to the owner of the property subject to the agricultural conservation easement if the state and the local unit of government holding the agricultural conservation easement agree to the transfer and the terms of the transfer.*

- 4. POLICY:** The Agricultural Conservation Easements are meant to exist in perpetuity. However, the local government PDR ordinance shall provide for the repurchase of development rights by the landowner under the County or Zoning Planning Acts. If the local unit of government and the State jointly holds an agricultural conservation easement the following standards for review, approval and repayment will be used by the State.
- 1) The State will use those standards listed in Section 36111b(7) of NREPA for approval of repurchase, limited to those provisions listed in Section 36111a(1)(a).
  - 2) If approval for repurchase is granted the landowner must repay the current fair market value of the rights, as determined by a certified appraiser, at the time of repurchase.
  - 3) A repayment received shall be allocated to the local unit of government and the State in the same proportion as the proportion for the original purchase of the development rights of the parcel.
  - 4) Funds returned to the State shall be placed in the Agricultural Preservation Fund established under Part 362 of NREPA.

A local entity may have standards for the repurchase of development rights that are more restrictive than the standards established by the Agricultural Preservation Fund Board.

## MONITORING AND ENFORCEMENT

The following section of the statute concerns the monitoring of agricultural conservation easements:

*324.36206 Awarding of grants and requirements for agricultural conservation easements.*

*(5) An agricultural conservation easement acquired under this part shall be held jointly by the state and the local unit of government in which the land subject to the agricultural conservation easement is located. However, the state may delegate enforcement authority of 1 or more agricultural conservation easements to the local units of government in which the agricultural conservation easements are located.*

5. **POLICY:** Unless otherwise agreed to by the State, the enforcement and monitoring of the easement shall be the responsibility of the local unit of government. Monitoring of easements shall occur no less than once a year.
6. **POLICY:** The participating local unit of government shall file with the Agricultural Preservation Fund Board, no later than January 31: a copy of the inspection reports for inspections conducted during the prior year, and an annual report which summarizes the number of inspections, violations detected, violations resolved and the circumstances surrounding unresolved violations.
7. **POLICY:** Adequate provision shall be made in the easement language for enforcement by the State in the event that the local government fails to adequately enforce the provisions of the easement. Included in the easement shall be provision for the reimbursement to the State for expenses in the event the local unit of government fails to enforce the provisions of the easement. The monitoring and enforcement of an easement by the State due to the failure of the local unit of government to do so, does not obligate the State to continue the monitoring and enforcement of the provisions of the easement in the future.
8. **POLICY:** In order to provide for monitoring of the easement a baseline report shall be developed documenting the condition of the land and structures on the easement site. The baseline report shall contain the following minimum components:
  1. Description and background of the property.
  2. How the development rights were acquired.
  3. How the parcel was selected.
  4. General location.
  5. Intent of the grantor.
  6. Physical environment (topography, soils, vegetation, human made structures, zoning, etc.)
  7. A photograph, aerial photos and maps of the parcel and vicinity.



## DEFINITION OF ELIGIBLE FARMLAND

**9. POLICY:** In order to qualify for submission of a grant, each parcel submitted in an application must meet or exceed the definition of "farmland" as found in Section 36201(h). This definition reads as follows:

- (h) "Farmland" means 1 or more of the following:
- (i) A farm of 40 or more acres in 1 ownership, with 51% or more of the land area devoted to an agricultural use.
  - (ii) A farm of 5 acres or more in 1 ownership, but less than 40 acres, with 51% or more of the land area devoted to an agricultural use, that has produced a gross annual income from agriculture of \$200.00 per year or more per acre of cleared and tillable land. A farm described in this subparagraph enrolled in a federal acreage set-aside program or a federal conservation reserve program is considered to have produced a gross annual income from agriculture of \$200.00 per year or more per acre of cleared and tillable land.
  - (iii) A farm designated by the Department of Agriculture as a specialty farm in 1 ownership that has produced a gross annual income of \$2,000.00 or more from an agricultural use. Specialty farms include, but are not limited to, greenhouses; equine breeding and grazing; the breeding and grazing of cervidae, pheasants, and other game animals; bees and bee products; mushrooms; aquaculture; and other similar uses and activities.
  - (iv) Parcels of land in 1 ownership that are not contiguous but which constitute an integral part of a farming operation being conducted on land otherwise qualifying as farmland may be included in an application under this part.

## DISBURSEMENT OF FUNDS

The following sections of the statute concern the awarding of grants by the Board:

*324.36206 Awarding of grants and requirements for agricultural conservation easements.*

*Sec. 36206.*

*(1) After the board determines which grants should be awarded, and the amount of the grants, the department shall distribute the grants to the local units of government awarded the grants. The department shall condition the receipt of a grant upon the department's approval of the agricultural conservation easements being acquired.*

- 10. POLICY:** Funds awarded to a local unit of government under a grant from the Agricultural Preservation Fund must be expended within 2 years of the date the grant award is made. The Agricultural Preservation Fund Board may grant an extension of the initial 2-year time period upon request by the local unit of government for such an extension. Such an extension will only be granted once based on a finding by the Board that such an extension is reasonable.
- 11. POLICY:** Funds awarded to a local unit of government shall be utilized by that local government to purchase the development rights on parcels submitted as part of their grant application.

#### **METHOD TO ESTABLISH THE PRICE TO BE PAID**

The following section of the statute concerns the manner in which a local unit of government may determine the price to be paid for the conservation easements purchased with grant money:

*324.36203 Eligibility requirements for a local government to submit a grant application.*

*(2) A grant application shall be submitted by the local unit of government applying for the grant. A local unit of government is eligible to submit a grant application under this section if both of the following requirements have been met:*

*(a) The local unit of government has adopted a development rights ordinance providing for a purchase of development rights program pursuant to the county zoning act, 1943 PA 183, MCL 125.201 to 125.240, the township zoning act, 1943 PA 184, MCL 125.271 to 125.310, or the city and village zoning act, 1921 PA 207, MCL 125.581 to 125.600, that contains all of the following:*

- (i) An application procedure.*
- (ii) The criteria for a scoring system for parcel selections within the local unit of government.*
- (iii) A method to establish the price to be paid for development rights, which may include an appraisal, bidding, or formula-based process.*

*(b) The local unit of government has adopted, within the last 10 years, a comprehensive land use plan that includes a plan for agricultural preservation or the local unit of government is included within a regional plan that was prepared within the last 10 years that includes a plan for agricultural preservation.*

- 12. POLICY:** As listed in statute local units of government may utilize an appraisal, bidding or formula-based system to determine the price to be paid for development rights. Prior to submission of a grant application local programs must receive certification by the department that the

method to determine the price to be paid is based on sound principles to provide an equitable value to the participating landowner. In no case should the value paid to the landowner for their development rights exceed the market value of the property in question.

## CRITERIA FOR PARCEL SELECTION

The following section of the statute concerns criteria that shall be used by local units of government to select parcels for development rights purchase and for inclusion in the grant submission process.

*324.36205 Evaluation criteria for applications for grants to purchase agricultural conservation easements.*

*Sec. 36205. (1) An application submitted to the board under section 36203 shall be evaluated according to selection criteria established by the board. The criteria shall place a priority on the acquisition of agricultural conservation easements on farmland that meets 1 or more of the following:*

- (a) Farmland that has a productive capacity suited for the production of feed, food, and fiber.*
- (b) Farmland that would complement and is part of a documented, long-range effort or plan for land preservation by the local unit of government in which the farmland is located.*
- (c) Farmland that is located within an area that complements other land protection efforts by creating a block of farmland that is subject to an agricultural conservation easement under this part or part 361, or a development rights agreement under part 361, or in which development rights have been acquired under part 361.*
- (d) Farmland in which a greater portion of matching funds or a larger percentage of the agricultural conservation easement value is provided by a local unit of government or sources other than the fund.*
- (e) Other factors considered important by the board.*
- (f) Farmland that will help to enhance other local open space initiatives in the community such as connecting an open space or wildlife habitat corridor, or in preserving unique habitats/natural features that benefit local conservation efforts. (This provision is not in statute but was adopted by the Board.)*

**13.POLICY:** At a minimum, all local programs shall consider items (a) through (e) in their scoring system and selection process. The weight given to each category is at the discretion of the particular local unit of government program. Other selection criteria may be utilized by the local units of government in addition to the ones listed in Section 36205 of the statute.

## **CONFLICT OF INTEREST**

The following language used in grant agreements regarding conflict of interest has been adopted by the Board:

- 14. POLICY:** No member of the legislature, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this grant agreement. No member of the Grantee's Board of Director's, its employees, partner agencies or their families shall have any personal benefit from this grant except as follows:

Commissioners of county boards, township board members and volunteer members of a local Agricultural Preservation Boards or their family members may be considered for a grant from the Michigan Agriculture Preservation Fund if;

1. The local elected board member or volunteer board review member recuses themselves from all parts in the review and scoring of applications by the local government program for parcels they or other family members own, and;
2. The Michigan Agricultural Preservation Fund Board has reviewed a request from the elected board or local preservation program and has approved the elected board member or volunteer or family member for the grant.

NOTE: If federal funds are used, their conflict of interest policy will supersede Agricultural Preservation Fund Board policy.

## **REIMBURSEMENT FOR LOCAL APPRAISAL AND TITLE WORK**

The following reimbursements for appraisal and title work costs to a qualified PDR program has been adopted by the Board:

- 15. POLICY:** The Board will provide reimbursement to qualified PDR programs for the first three initial easement grants for appraisals and title work for applications selected by the Board for funding, with the following limitations:

1. The maximum reimbursement for a development rights appraisal will be \$5,000.
2. The maximum reimbursement for title work will be \$1,000.
3. The local program is required to provide copies of the billing for these services in order to receive reimbursement.

## DEFINITIONS

- (A) "Agricultural conservation easement" means a conveyance, by a written instrument, in which, subject to permitted uses, the owner relinquishes to the public in perpetuity his or her development rights and makes a covenant running with the land not to undertake development.
- (B) "Agricultural use" means substantially undeveloped land devoted to the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing of cattle, swine, captive cervidae, and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities. Agricultural use includes use in a federal acreage set-aside program, a federal conservation reserve program, or a wetland reserve program. Agricultural use does not include the management and harvesting of a woodlot.
- (C) "Department" means the Michigan Department of Agriculture.
- (D) "Development rights" means an interest in land that includes the right to construct a building or structure, to improve land for development, or to divide a parcel for development purposes.
- (E) "Local Unit of Government" for purposed of this document means county, township, village, or city.
- (F) "Purchase of Development Rights" means a payment is provided to a landowner for the value of the developments associate with a defined land parcel. The owner still owns the land but is compensated for relinquishing the right to develop it as real estate. Agriculture and other compatible uses of the land are allowed to continue.

RESOLUTION OF THE ACME TOWNSHIP BOARD OF TRUSTEES

RESOLUTION #R-2019--

*Agreement for Collection of Traverse Bay Area Intermediate School District Summer*

*School Property Taxes*

*Date July 1, 2020*

At a meeting of the Acme Township Board of Trustees, held on December 3, 2019, the Acme Township Board of Trustees, on a motion made by, \_\_\_\_\_ and seconded by \_\_\_\_\_ passed the following resolution:

Whereas, The Acme Township Treasurer is entering into an agreement, to collect summer Taxes for Traverse Bay Area Intermediate School District for year July1, 2020.

Whereas, the fee to collect these said summer taxes is included in the per parcel payment as negotiated by Traverse Bay Area Intermediate School District.

Whereas, The Township treasurer shall account for and remit to the school District Summer school tax collections on the same schedule as agreed upon with the Traverse Bay Area Intermediate School district. In return for timely payment the School district waves any claim to interest earned during the time the money is in Township Accounts.

Now therefore be it resolved that the Acme Township Board approves this agreement between Acme Township and Traverse Bay Area Intermediate School District on 12/3 /2019

Township Board members present:

Absent: None

Upon roll call, the following vote was cast:

Aye:

Nay: 0

Abstaining:

\_\_\_\_\_  
Doug White                      Date  
Acme Township Supervisor

\_\_\_\_\_  
Cathy Dye                      Date  
Acme Township Clerk





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TRAVERSE BAY AREA INTERMEDIATE SCHOOL DISTRICT  
AND  
ACME TOWNSHIP

*Agreement for Collection of Summer School Property Taxes*

AGREEMENT made this 15th day of November, 2019 by and between the Traverse Bay Area Intermediate School District, with offices located at 1101 Red Drive , Traverse City, MI, 49684 (hereinafter called "School District") and Acme Township, with offices located at PO Box 434, Acme, MI 49610, (hereinafter called "Township"), pursuant to 1976 PA 451, as amended, for the providing for the collection by Township of summer levy on all (100%) of School District property taxes for the year 2020.

THE PARTIES AGREE AS FOLLOWS:


1. The Township agrees to collect all (100%) of the total school property taxes as certified by the School District for levy on July 1, 2020, on property located within the Township.
2. The fee for collecting the School District Summer Tax Levy is included in the per parcel payment as negotiated by the Elk Rapids Public Schools.
3. No later than the third Thursday in June, the School District shall certify to the Township Clerk the school Millage to be levied on property for summer collection in 2020.
4. The Township Treasurer shall account for and deliver summer school tax collections on the same schedule as agreed upon with the Elk Rapids Public Schools. In return for the timely payment, the School District waves any claim to interest earned during the time the money is in Township accounts.
5. General conditions of this agreement negotiated by Township Treasurer and Elk Rapids Public Schools, subject to approval of both Boards.

Traverse Bay Area Intermediate School District and Acme Township Agreement for  
Collection of Summer School Property Taxes

Page: 2

TOWNSHIP:

SCHOOL DISTRICT:



\_\_\_\_\_  
(Treasurer)

\_\_\_\_\_  
(Nick Ceglarek , Superintendent)

SIGNATURE AUTHORIZED BY BOARD OF  
TRUSTEE RESOLUTION OF

SIGNATURE AUTHORIZED BY  
BOARD OF EDUCATION  
RESOLUTION OF

\_\_\_\_\_, 20\_\_\_\_

November 5, 2019

\_\_\_\_\_  
(Supervisor)

\_\_\_\_\_  
(Clerk)

Annual Summer Tax Resolution

Traverse Bay Area Intermediate School District (the "District")

A regular meeting of the board of education of the District (the "Board") was held in the ISD Conference Center, 1101 Red Drive, Traverse City, MI 49684, within the boundaries of the District, on the 5 day of November, 2019, at 5:30 o'clock in the p.m.

The meeting was called to order by Joseph Fisher, President.

Present: Members Fisher, Brown, McKellar, Birgy, Tank

Absent: Members Carpenter, Scherrer

The following preamble and resolution were offered by Member Brown and supported by Member McKellar:

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect 100% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board, pursuant to 1976 PA 451, as amended (the Revised School Code), invokes for 2020 its previously adopted ongoing resolution imposing a summer tax levy of all of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2020 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies before January 1, 2020.

3. Pursuant to and in accordance with Section 1613(1) of the Revised School Code, the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

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

Ayes: Members Fisher, Brown, McKellar, Birgy, Tank

Nays: Members

Resolution declared adopted.

  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Traverse Bay Area Intermediate School District hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on November 5, 2019, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

  
Secretary, Board of Education

Board of Education  
Summer Property Tax Levy Resolution

~~A regular meeting of the Traverse Bay Area Intermediate School District Board of Education was held at the TSA Administration Building, in said district, on the 8 day of December, 1994 at 8:00 a.m.~~

The meeting was called to order by Harry Voice, Vice President.

Members Present: Axidon, Daniels, Bevan, Fisher, Voice

Members Absent: Anderson, Thompson

The following preamble and resolution were offered by Member Voice, and supported by Member Bevan:

WHEREAS, Act 333, Public Acts of Michigan, 1982, provides that an intermediate school district may determine by resolution to impose a summer property tax levy, including debt service, which resolution shall be applicable until revoked by the Board of Education; and

WHEREAS, for each year such a resolution applies the intermediate school district must request, before January 1, each city and township in which it is located to agree to collect the summer tax levy in that year of either the total or one-half (1/2) of school property taxes, including debt service; and

WHEREAS, this Board of Education has determined that it would be in the best interest of this intermediate school district to impose a summer property tax levy to collect all (100%) of school property taxes, including debt service, and

WHEREAS, said act 333 provides for certain procedural steps to be taken by this Board of Education in connection with the imposition of a summer property tax levy and also provides for the manner in which such property tax levy shall be collected;

NOW THEREFORE, BE IT RESOLVED THAT:

1. This Board of Education pursuant to 1982 PA 333, hereby imposes a summer property tax levy of all (100%) of school property taxes, including debt service upon property located within the intermediate school district in constituent school districts where 100% of local district taxes will also be collected, beginning with the 1995 and continuing from year to year until specifically revoked by this Board of Education.
2. The Superintendent or his/her designee is authorized and directed to annually forward a copy of this resolution to the governing body of each city and/or township in which this district is located, together with this Board of Education's request that each such city and/or township agree to collect the summer tax levy for the ensuing year in the amount as specified in this resolution. Such annual forwarding of this resolution and the request to collect the summer tax levy shall be sent so that they are received by the appropriate governing bodies before January 1 of each year.
3. The Superintendent or his/her designee is/are authorized and directed to negotiate on behalf of this district with the governing body of each city and/or township in which the district is located for the reasonable expenses for collection of the district's summer property tax levy that the city and/or township may bill under MCLA 280.1611 or MCLA 280.1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

(Over)

4. If no agreement can be reached between this Board and any city or township within the time limits set forth in said Act 333, this Board shall then take such further action as is required and/or permitted under said Act 333.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution, including this board's prior resolution establishing a summer property tax levy of 30% of school property taxes, including debt service, be and the same are hereby rescinded.


Ayes: Amidon, Bevan, Daniele, Fisher, Voice

Nays: None.

Resolution declared adopted.

  
Secretary, Board of Education

The undersigned, duly qualified and acting Secretary of the Board of Education of Traverse Bay Area Intermediate School District, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a regular meeting held on December 8, 1994, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

  
Secretary, Board of Education



**RESOLUTION OF THE ACME TOWNSHIP BOARD OF TRUSTEES**  
**RESOLUTION #R-2019--**  
***Agreement for Collection of Elk Rapids Summer School Property Taxes***  
***Date July 1, 2020***

At a meeting of the Acme Township Board of Trustees, held on December 3, 2019, the Acme Township Board of Trustees, on a motion made by, \_\_\_\_\_ and seconded by \_\_\_\_\_ passed the following resolution:

Whereas, The Acme Township Treasurer is entering into an agreement, to collect summer Taxes for Elk Rapids Schools for year July1, 2020.

Whereas, the fee to collect these said summer taxes is included in the per parcel payment as negotiated by Elk Rapids.

Whereas, The Township treasurer shall account for and remit to the school District Summer school tax collections on the same schedule as agreed upon with the Elk Rapids School district. In return for timely payment the School district waves any claim to interest earned during the time the money is in Township Accounts.

Now therefore be it resolved that the Acme Township Board approves this agreement between Acme Township and Elk Rapids School District on 12/3 /2019

Township Board members present:  
Absent: None

Upon roll call, the following vote was cast:  
Aye:  
Nay: 0  
Abstaining:

\_\_\_\_\_  
Doug White                      Date  
Acme Township Supervisor

\_\_\_\_\_  
Cathy Dye                      Date  
Acme Township Clerk

**ELK RAPIDS SCHOOLS  
AND  
ACME TOWNSHIP**



**AGREEMENT FOR COLLECTION OF 2020  
SUMMER SCHOOL PROPERTY TAXES**

**THIS AGREEMENT** made this October 7, 2019, by and between the **ELK RAPIDS SCHOOLS**, 707 E. Third Street, Elk Rapids, MI 49629 (hereinafter described as "School District") and **ACME TOWNSHIP**, 6042 Acme Road, P.O. Box 115, Acme, MI 49610-0115 (hereinafter described as "Township"), pursuant to 1976 PA 451, as amended, providing for the collection by the Township of a summer tax levy of the total (100%) of School District property taxes for the year 2020.

**THE PARTIES AGREE TO THE FOLLOWING:**

1. The Township agrees to collect the total school property taxes as certified by the School District for levy on July 1 of each year on property located within the Township.
2. The School District agrees to pay costs for preparation and collection of summer taxes for the School District as follows:
  - a. The collection fee for 2020 will be a \$1.50 per parcel of taxable property (plus the postage rate increase should it become effective prior to the July 1 mailing of the tax bills) within the School District as the cost for preparation of bills and collection of taxes. This fee is also to include the cost of collecting the Traverse Bay Area Intermediate School District summer tax levy.
  - b. The Township is to submit billing for the total number of parcels with first remittance of tax collections and the School District Business Office will remit to the Township within five (5) business days upon receipt of billing.
3. No later than the second Thursday in June, the School District shall certify to the Township Supervisor the school millage to be levied on property for summer collection.
4. The Township Treasurer agrees to distribute the school tax collection on a timely schedule of 10 business days after the 1<sup>st</sup> and 15<sup>th</sup> day of each month as provided in Section 211.43(3)a of the General Property Tax Act.
5. In return for the bi-weekly payment, the School District waives any claim to interest earned during the time the money is in Township accounts.

6. General conditions of this agreement negotiated by the Township Treasurer and School District Superintendent is subject to approval of both Boards.

**SIGNED BY:**

**TOWNSHIP OF ACME**

\_\_\_\_\_  
BY: AMY JENEMA  
Treasurer

SIGNATURE AUTHORIZED BY  
ACME TOWNSHIP  
TRUSTEES' RESOLUTION OF  
\_\_\_\_\_

\_\_\_\_\_  
BY: JAY B. ZOLLINGER  
Supervisor

**ELK RAPIDS PUBLIC SCHOOLS**

*Tom Enslin*

\_\_\_\_\_  
BY: TOM ENSLEN  
Superintendent

SIGNATURE AUTHORIZED BY  
ELK RAPIDS PUBLIC SCHOOLS'  
BOARD OF EDUCATION  
RESOLUTION OF October 7,  
2019.

*[Signature]*

\_\_\_\_\_  
BY:  
President

*[Signature]*

\_\_\_\_\_  
BY:  
Secretary

## ANNUAL SUMMER TAX RESOLUTION

Elk Rapids Public Schools (the "District").

A regular meeting of the board of education (the "Board") was held in the Elk Rapids High School in Room 124, 308 Meguzee Point Road, Elk Rapids, Michigan, within the boundaries of the District, on the 7th day of October, 2019, at 6:00 o'clock in the p.m.

The meeting was called to order by Holly Spencer, President.

Present: Holly Spencer, Jennifer Brown, Sherry Steffen-Detwiler, Darryl Antcliff, Martha McGuire and Carol Pressman

Absent: Andrew Raymond

The following preamble and resolution were offered by Member Sherry Steffen-Detwiler and supported by Member Jennifer Brown:

### **WHEREAS:**

1. This Board previously adopted a resolution to impose a summer tax levy to collect 100% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

### **NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board, pursuant to 1976 PA 451, as amended (the Revised School Code), invokes for 2020 its previously adopted ongoing resolution imposing a summer tax levy of all of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.
2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2020 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies before January 1, 2020.
3. Pursuant to and in accordance with Section 1613(1) of the Revised School Code, the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable


expenses for collection of the District's summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

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

Ayes: Spencer, Brown, Steffen-Detwiler, Antcliff, McGuire, Pressman

Nays: None

Resolution declared adopted.



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SHERRY L. STEFFEN-DETWILER  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Elk Rapids Public Schools, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on October 7th, 2019, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).



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SHERRY L. STEFFEN-DETWILER  
Secretary, Board of Education



## MEMORANDUM

### Acme Township – Pump Station No. 2 I&I Rehabilitation Recommendation

**To:** Doug White, Supervisor

**Date:** November 26, 2019

**From:** Tim Korson, P.E.

**Re:** Acme Township – Pump Station No. 2 I&I  
Rehabilitation Recommendation

**cc:** Mark Hurley, P.E.

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#### INTRODUCTION

The Grand Traverse County Public Works Department (GTC) reports Acme Pump Station No. 2 Sanitary Pumping Station is experiencing significant inflow and infiltration (I&I) through the wet well walls. The source of the water is ground water and storm water percolating through the ground. The inflow is pumped multiple times and in the end is treated at the City of Traverse City Waste Water Treatment Plant. Acme Township (the Township) pays for the for the additional costs for pumping and treatment resulting in higher O&M costs. The Township requested Gosling Czubak Engineering Sciences Inc. (GCES) identify options to eliminate the I&I and provide a recommendation for implementation.

Monthly flow data was collected from GTC to review the average daily flows for the purposes of estimating by pass pumping requirements. The data is not usable for estimating the amount of I&I is occurring. To determine the quantity of I&I leaking through the wet well walls a study would be required which would include metering upstream of the station, and collecting and evaluating flow data during dry weather and wet weather events. It is likely the wet well is also receiving inflow from a high ground water table, which would not be quantified. The cost of an inflow study is likely to cost less than the rehab work but since inflow is visually observed, it is recommended the I&I be sealed without further investigation. A review of future pump station pumpage can be used to estimate the quantity of inflow that was occurring.

#### CURRENT AND FUTURE PUMP STATION CAPACITY

According to the Acme Township Master Sanitary Sewer Planning Phase I Report, Acme Pump Station No. 2 is currently at 35% capacity (157 REU, 87.5 gpm peak flow). If substantial additional flow from the Lochenheath developments occur, the report identifies a range of 86% to 123% at full buildout depending on gallons per day per REU used for planning. The plant would be at 86% at full build out if 200 GPD per REU is used with a total of 597 REU's. Based on the current capacity currently being used, there is



## Acme Township – Pump Station No. 2 I&I Rehabilitation Recommendation

November 26, 2019

considerable life left for this pump station at its current size. Therefore it is recommended, the Township implement a long term solution for stopping the I&I.

### PUMP STATION REHAB QUOTES

GCES contacted three contractors with experience sealing sewer structures that both leak and are structurally failing due to corrosion and requested a quote to seal the wet well from each. The three contractors contacted include DVM Utilities Inc., Plummer's Environmental Services Inc., and Team Elmer's.

DVM performed an interior inspection of the wet well on October 8, 2019 and the found the structure to be in good condition with the exception of the leakage at the joints. The cost for the inspection was \$4,000. DVM recommends cleaning the wetwell, drying, injecting grout around the exterior of the structure to fill any voids, and sealing the joints and structure interior with epoxy grout. DVM's price for the complete rehabilitation is \$47,000. DVM suspects the the foam grout is not needed. If the foam grout is not applied, the cost is reduced by \$4,500 to \$42,500. If only the grout sealing is performed, it is estimated the Township will need to seal the wet again in approximately 30 years (2050). If epoxy coating is applied, it is estimated the Township will need to seal the wet again in approximately 50 years (2070). DVM's inspection report and quote are included as Attachment's 1 and 2.

Plummers performed a top side inspection of the wet well on August 7, 2019. Based on Plummers inspection they provided a quote to prep, inject grout around the exterior of the structure to fill any voids, seal the joints and structure interior with grout, and upon approval apply an expoxy coating to the wet well interior. Bypass pumping will be required and is included as part of their cost. The cost for the grout injection and sealing the joints with grout in the wet well to eliminate the I&I is \$10,950. If the epoxy coating is also applied, there is an additional \$16,780 for a total cost of \$27,730. If only the grout sealing is performed and the environment does not change, it is estimated the Township will need to seal the wet again in approximately 50 years (2070). If epoxy coating is applied and or the environment changes increasing exposure to hydrogen sulfide, it is estimated the Township will need to seal the wet again in approximately 50 years (2070). Plummer's quote is included as Attachment 3.

Team Elmer's contacted Greate Lakes Waterproofing and provided a budget range of \$18,000.00 to \$25,000.00. They would not guarantee their work as the depth is below there usual application. It would be



## Acme Township – Pump Station No. 2 I&I Rehabilitation Recommendation November 26, 2019

an attempt to stop water infiltration only. They would require a waiver of all liability associated with damage to the wet well / utilities using their typical methods of bentonite injection and high pressure. GCES responded to this proposal stating the Township would not pursue this option.

### RECOMMENDATION

GCES inquired with both DVM and Plummer's to confirm the pricing for the work is all inclusive, therefore the scope of the work for both is comparable. DVM is able to apply their products in colder weather but unless the project becomes urgent it should not be a factor to wait several months for seasonal temperatures to rise. Life expectancy for both contractors products is the same. The wet well is currently not exposed to highly corrosive gases (hydrogen sulfide) so including the more costly epoxy coatings while preventative does not appear to be necessary now or in the future. Plummer's cost is \$31,550 less than DVM's for the basic service and \$19,270 less than DVM's for the premium.

Based on the information collected regarding the condition of the wet well, the scope of services, the life expectancy of the products, and the cost for rehabilitation it is GCES recommendation Acme Township contract with Plummer's Environmental Services Inc. for the basic service (excluding the epoxy coating) for the amount of \$10,950 with work to be completed as soon as the temperature permits.

## ATTACHEMENT 1

### DVM PUMP STATION NO. 2 INSPECTION REPORT



6045 Sims Dr., Suite 2,  
Sterling Heights, MI 48313  
Ph: 586-979-0402  
Fax: 586-979-8295  
Email: [acavalieri@dvmutilities.com](mailto:acavalieri@dvmutilities.com)

## Report and Recommendations

10/22/19

Gonsling Csubak Engineering Sciences, Inc.  
Attn: Mr. Tim N. Korson P.E.  
1280 Business Park Drive  
Traverse City MI 49686

Project Name: Visual Inspection and Assessment of Acme Twp. Pump Station #2 with confined space entry, report and deliverable

### Description of Work:

Mobilize to the site and perform a confined entry visual inspection of the existing wet well walls and roof. Submit report and deliverables.

D.V.M. Utilities, Inc. performed a visual inspection of Acme Township Pump Station #2. Photos and Video are included in this report. The station was turned off, pumped down, and a man entry inspection was performed. The only area that was not clearly visible during the inspection was the very bottom portion, about the last 2 feet, was submerged. Based on the condition of the areas above the water line, we believe that this area is sound.

Carbonation Testing was not performed on the structure and no core samples were taken or testing done to determine the exact extent of carbonation and strength of the existing concrete structure. The entire structure appears to be solid with no signs of severe carbonation or deterioration.

### Hatch/Cover/Concrete Roof

Hatch is in fair condition. Roof shows signs of moderate carbonation with aggregate visible.

### Top 1/3 Pipe Section

Little to no carbonation with no aggregate exposed. Structure appears to be solid with minimal deterioration. Joint sections show signs of past and present active leaks. Concrete joints show signs of deterioration and missing joint sealing product.

### Middle 2/3 Pipe Section

Little to no carbonation with no aggregate exposed. Structure appears to be solid with minimal deterioration. Joint sections show signs of past and present active leaks. Concrete joints show signs of deterioration and missing joint sealing product.

### Bottom 3/3 Pipe Section and Floor

Little to no carbonation with no aggregate exposed. Structure appears to be solid with minimal deterioration. Joint sections show signs of past and present active leaks. Concrete joints show signs of deterioration and missing joint sealing product.

### Recommendations

Based on our Visual inspection D.V.M Utilities, Inc. recommends the following:

High pressure water blast and clean and scour the entire structure including the ceiling and walls. Remove all loose and damaged deteriorating concrete and joint material throughout the structure. Install dehumidification equipment overnight to help dry out the location and further identify areas of concern and areas that require sealing.

Starting at the bottom section, we recommend drilling to the exterior of the vault and grouting the structure with a combination of Acrylamide grout and Hydrophobic Foam grout. The process will be repeated at each section and each joint from the bottom to the top of the structure. Upon successful completion of the grouting process, each joint will be properly sealed from the interior with high strength Parsons Epoxy Cement and broom finished.

Crews should be able to perform this work while the station is in operation. No bypass should be necessary, however, the pumps may need to be cycled manually to keep the levels as low as possible to complete the work in the bottom sections.

## ATTACHEMENT 2

### DVM PUMP STATION NO. 2 REHABILITATION QUOTE





6045 Sims Dr., Suite 2,  
Sterling Heights, MI 48313  
Ph: 8105600248  
Fax: 586-979-8295  
Email:  
acavaliere@dvmutilities.com

## PROPOSAL

October 22, 2019

Tim N. Korson P.E.  
Gosling Czubak Engineering Sciences, Inc.  
1280 Business Park Drive  
Traverse City MI 49686

Re: Acme Township Pump Station #2

A visual inspection was performed by DVM Utilities, Inc on 10/08/19 with recommendations. The following is a proposed scope of work, work plan, and proposal

### Scope of Work:

We will provide all labor and materials to perform a rehabilitation of PS #2. A 4000-psi pressure washer will be used to thoroughly clean and scour the walls and ceiling and internals of the structure. Mechanical scrapers will be used to clean loose cementitious materials from the roof and walls of the structure. A combination of Acrylamide grouts and foams will be used to properly seal the active infiltration at all joint sections. The existing concrete will be patched where deteriorated. All joints will be patched and banded with Parson MH Liner. The bottom section will be vacuumed clean as best as possible and the station will be returned to service. It is estimated that the cleaning will take one day. The grouting process is estimated to take approximately 2 to 3 days. We expect to pump and install 180 gallons of AV-100 and approximately 10 gallons of AV-200. We are unable to determine the amount of void space at the exterior of the structure and the exact amount of grout that will be required to stop all active infiltration. We have included 180 gallons of AV-100 and AV-200 in this proposal. It is our experience that based on the observed infiltration and the size of the structure, this should be adequate to seal the visible leaks and stop infiltration. Our truck is equipped with a flow meter/gallon counter. Additional material and labor after the first 180 gallons pumped will be charged at \$5.00 per gallon pumped.

Mobilization and Set Up/ Demobilization	\$4000.00
Cleaning and Preparation Lump Sum	\$3500.00
Patching, and prep for Grouting	\$12,500.00
Acrylamide Grout Labor and Material	\$22,500.00
Hydrophilic Foam Grout Labor and Material	\$4500.00

Total for above services

\$47,000.00

We Exclude:

Bypass Pumping and Flow Control. Permits and Fees of any kind.

Please feel free to contact us if you have any questions.

Thank You,

Tony Cavaliere

8105600248

Acceptance of this proposal will bind each party into an agreement. Authorized representative from both parties will sign and date this agreement to abide by the above said terms and conditions.

**D.V.M. Utilities, Inc.**

Authorized signature: \_\_\_\_\_ Authorized signature: \_\_\_\_\_

Printed: \_\_\_\_\_ Printed: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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



## ATTACHEMENT 3

### PLUMMER'S PUMP STATION NO. 2 REHABILITATION QUOTE



Plummer's Environmental Services, Inc.  
10075 Sedroc Industrial Drive Byron Center, MI 49315  
1-800-878-3996  
[www.plummersenv.com](http://www.plummersenv.com)

Contact Name:	Tim Korson	Quote #:	Q-529-918-794E
Customer Name:	Gosling Czubak Engineering Sciences	Date:	11/15/2019
Customer Address:	1280 Business Park Traverse City, MI 49686	Prepared By:	Jeff Root
Office Phone:	(231) 946-9191	Office Phone:	616-877-3930
Mobile Phone:	(231) 218-6024	Mobile Phone:	(616) 813-0873
Customer Email:	tnkorson@goslingczubak.com	Email:	jroot@plummersenv.com

#### Statement of Work:

We Hereby Submit a proposal to grout infiltration and line the Wet Well at the Acme Pump Station #2.

We will provide the equipment and crew to prep the surfaces of the structure for grouting and seal active groundwater infiltration. Injecting grout will be accomplished by drilling to exterior of the structure and pumping in the grout.

Upon the completion of the grouting work we will (upon approval) coat the concrete surfaces of the structure with Raven 405 epoxy or seal the joints with Reliner MSP Cement.

All joints will be sealed with Reliner MSP Cement. The Reliner MSP Cement is a blend of polymer modified Portland cement, a dry micro-silica powder, polypropylene fiber and other selective admixtures that impart greater work-ability and control during placement. The cement is designed to restore structural integrity in brick, corrugated metal pipe culverts, concrete, and Fiberglass infrastructure.

Raven 405 is formulated to provide structural renewal for severely deteriorated wastewater infrastructure. It is a solvent-free 100% solids, ultra high build epoxy coating formulated with exceptionally high physical strengths and broad range chemical resistance. Raven 405 exhibits excellent bond to concrete, steel, masonry, fiberglass and other surfaces. 405's unique ultra high-build ability allows it to be spray applied on vertical and overhead surfaces.

All work performed inside of the structures will be performed by a confined space certified entry team and will follow all OSHA regulations for a permit-required confined space entry per 1910.146 standards. We will provide any necessary bypass pumping.

Services:				
Description	Est Qty	Price	UOM	Est Amt
Grout Infiltration in Wet Well	1.00	\$7,150.000000	EA	\$7,150.00
Raven Epoxy Coat Wet Well	1.00	\$16,780.000000	EA	\$16,780.00
Sealing Joints with Cement	1.00	\$3,800.000000	EA	\$3,800.00
Sub-Total:				\$27,730.00

#### Summary of Estimated Charges

Category	Est Total
Services	\$27,730.00
Total Estimated Charges	\$27,730.00

#### STANDARD TERMS AND CONDITIONS

In this agreement "you", "your" and the "Customer" refer to the person signing this Contract ("Contract") with Plummer's Environmental Services Inc. ("Company").

1. You agree to purchase the material and services described in this Contract from the Company at the price and according to the terms stated in this Contract.
2. A service charge of 1 1/2% per month (18% per year) will be paid on past due amounts starting thirty (30) days after the invoice date. If Customer desires to pay invoice by credit card, an additional 3% credit card processing fee will be added to Customer's invoice.
3. All material is guaranteed to be as specified. All work to be completed in a good, workmanlike manner according to standard practices and using the standard of care commonly used by environmental professionals and by-product transporters practicing in the State of Michigan. Company's workers are fully covered by Worker's Compensation insurance. In the event of cancellation of a job in progress by Customer, Customer will reimburse Company for all labor and/or material costs. Company shall have the right to stop work if payments are not made when due. Company shall be held harmless from all liabilities related to the hold up during such period.
4. All terms and conditions in this Contract supersede any other terms and conditions, prior proposals or prior bids. This written Contract constitutes the complete integration of all statements and agreements relating to the Contract and there are no representations or warranties other than those expressly incorporated herein nor is this Contract dependent upon or subject to any conditions or approvals precedent or subsequent not herein stated. No subsequent agreement relating hereto shall be binding upon Customer or Company unless in writing and signed by the party being bound.
5. If Customer requests changes, alteration or deviation from specifications involving extra cost, such work will only be performed upon written change orders, and will become an extra charge over and above the Contract price. Company may, by giving written notice to Customer, terminate this Contract if Customer breaches this Contract and such breach is not cured within a reasonable period (in any event such period not to exceed thirty days) or such breach is not capable of being cured within a reasonable period.
6. The actual completion time is contingent upon access to Customer's facility, labor strikes, material shortages, accidents, weather, acts of God, changes caused by a body of government, and the like. Change orders will affect the time necessary for completion. Company shall not be liable for any damages suffered by Customer as a result of any delay occasioned by these contingencies.

7. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATIONS OF LAW OR OTHERWISE, OF THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT BY COMPANY. COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. COMPANY SHALL HAVE NO OTHER LIABILITY TO CUSTOMER IN CONNECTION WITH THE MATERIALS OR SERVICES FURNISHED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY INJURY OR DAMAGES TO PERSONS AND PROPERTY.

8. Customer shall maintain at its sole cost and expense insurance policies meeting the minimum insurance levels set forth below and shall provide certificates of such insurance evidencing the limits and expiration dates upon request;

a. Worker's Compensations - in accordance with applicable statutory requirements;

b. Commercial General Liability - not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate,

c. Automobile Liability - not less than \$1,000,000 per occurrence;

All policies of insurance shall name Plummer's Environmental Services, Inc. as an additional insured and will provide Plummer's thirty (30) days prior written notice of cancellation.

9. All issues concerning the construction, validity, enforcement and interpretation of this Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that venue is hereby exclusively established in the County of Kent, State of Michigan for any dispute or claim arising out of this Contract. Company, if it prevails in any action shall be entitled to all reasonable attorneys' fees, costs and other expenses incurred in such action and in any subsequent efforts to collect the amount awarded.

10. Any portion of this Contract found to be not enforceable by a court of competent jurisdiction will not invalidate the remaining portions of this Contract. Any term of this Contract which is found to be ambiguous shall not be construed against the Company. Nothing herein shall exclude any other rights or remedies to which Company is entitled by law or equity.

11. Customer agrees to indemnify and hold Company harmless, and assume any legal liability to defend Company, its agents, employees, officers and members from any claim or action by any third party arising out of the performance of work pursuant to this Contract except those claims or actions arising out of incidents caused by employees or agents of the Company.

12. All the terms and provisions of this Contract shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the parties to this Contract. This Contract is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

13. Plummer's Environmental Services is not responsible for any sewer back up on private or commercial properties while cleaning sewer lines due to inadequate ventilation on the owners sewer.

Name:

Tim Korson

Signature:

X

Date:

## LEASE AGREEMENT

This Lease Agreement (Lease) is made on \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **ACME TOWNSHIP** (a Michigan Township hereinafter referred to as "Acme") whose address is 6042 Acme Road, Williamsburg, Michigan 49690, and **GRAND TRAVERSE METRO EMERGENCY SERVICES AUTHORITY** (an Authority established under and pursuant to the provisions of Act 57, Public Acts of Michigan 1988, as amended, hereinafter referred to as "Metro") whose principal address is 897 Parsons Road, Traverse City, Michigan 49686.

### **RECITALS**

**WHEREAS**, Acme owns the real property more particularly described in Section 1 (the "Premises"); and

**WHEREAS**, Metro desires to rent the Premises for purposes of operating a fire station; and

**WHEREAS**, it is mutually beneficial to the parties for Acme to lease to Metro that certain real property described in Section 1, and hereinafter referred to as the "Premises" for the purpose of operating a fire station for Metro.

**NOW THEREFORE AND IN CONSIDERATION** of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration received, the parties agree as follows:

1. **Leased Premises.** In consideration of the rents to be paid and the covenants to be performed by Metro under this Lease, Acme leases to Metro and Metro leases from Acme the Premises, more particularly described as that part of the Acme Township Building that makes up the fire station at 6042 Acme Road, Williamsburg, Michigan 49690, which consists of the fire truck bays, and the office and meeting area, and the shared bathrooms. In addition, the Premises include an area for placement of a trailer as living quarters. The above is demonstrated on the attached drawing included as Addendum 2.

2. **Term.** The term of this Lease shall be one (1) year commencing on the date of the Lease shown above and terminating on the first anniversary of the Commencement Date (the Term) unless otherwise terminated as provided herein. Metro shall have the right to extend the Term for successive one-year periods (the Renewal Terms) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other of its intention not to renew by providing a written notice one hundred twenty (120) days prior to commencement of the succeeding Renewal Term.

3. **Rent.** Metro shall pay to Acme as rent for the Premises, One and 00/100 Dollar (\$1.00) as full rent for the term of this Lease.



4. Use. Metro shall use the Premises for the purpose of operating a fire station to provide fire and emergency services including, but not limited to, fire suppression, prevention of fire spread, hazardous material control, rescue, emergency medical services and other emergency services to the public as necessary and as dispatched.

5. Utilities. Metro and Acme share the costs for utilities and services. Metro shall pay those costs as shown on the Addendum 1 to this contract. The costs set out above shall be reviewed annually by Acme and Metro and adjusted if required. Should Metro require any additional utility services beyond those listed, Metro and Acme shall determine if sharing is appropriate or if Metro should be solely responsible. Metro shall be responsible for contracting with, and paying directly, a trash removal service if so required by Metro.

6. Improvements and Alterations. If Metro desires to make any structural alterations, improvements, or additions to the Premises, Metro must request and receive Acme's written consent prior to construction or implementation of any proposed structural alterations, improvements, or additions which consent shall not be unreasonably withheld. Metro shall be liable to pay all costs of any structural alterations, improvements, or additions that it makes. Acme assumes no financial responsibility or obligation for payment of the cost of any structural alterations, improvements, or additions. However, if Acme determines the structural alterations, improvements, or additions will benefit its portion of the building then Acme may choose to share in the costs. All structural alterations, improvements, and additions made or installed on the Premises by or on behalf of Metro shall upon completion or installation thereof, be and become part of the Premises and property of Acme at the end of the Term or any extension of this Lease. Trade fixtures and equipment brought into the Premises shall not be considered as improvements, and shall remain the property of Metro subject to removal at the expiration of the Term or any extension of this Lease.

7. Capital Expenditures. Any capital investment into the Premises paid for by Metro which, exceeds the cost of \$10,000, shall be amortized over twenty (20) years. In the event that this Lease is terminated within twenty (20) years of such capital investment, Acme shall reimburse Metro an amount equal to  $1/20^{\text{th}}$  of the capital investment for each year remaining in the amortization schedule. An average of the percentage annual contribution by Acme to Metro's budget over a five (5) year period prior to termination of this Lease shall be used as a multiplier to determine the payment due from Acme, by multiplying the average percentage by the total amount of capital expenditure, deducting the resultant amount from the total capital expenditure, and applying the difference to the  $1/20^{\text{th}}$  amortization schedule.

8. Maintenance and Repairs. Acme shall have no obligation whatsoever to maintain or repair the Premises or any portion thereof, such being the sole and exclusive responsibility of Metro. Metro shall, during the Term of this Lease, at Metro's sole cost and expense, keep in good order, condition and repair the roof, floor and slab, structural supports, and exterior walls of the Premises. Costs and expenses for areas like the bathrooms that are indicated as shared on the attached Premises map shall be shared by agreement between Acme and Metro. Costs or expenses for maintenance and repair that benefits both Acme and Metro shall be shared by agreement between Acme and Metro. In addition, Metro shall be responsible for any and all plumbing repairs, driveways and parking lots. Metro shall also, during the term of this Lease



and any renewal or extension thereof, at Metro's sole cost and expense, maintain and repair any and all other portions of the Premises, including, without limitation, its floor coverings, doorways, windows, and walls, and keep the same in substantially the same condition as existed on the Effective Date of this Lease, reasonable wear and tear excepted and subject to damage caused by accidental fire, other casualty or condemnation.

9. **Insurance.** Metro agrees that it will at all times during the Term of this Lease, at Metro's sole cost and expense, carry and maintain, general liability insurance against claims for bodily injury and property damage, in, on, or about the Premises. Such insurance shall afford protection in an amount not less than \$1,000,000.00 with respect to any one occurrence causing bodily injury or property damage. Acme Township, East Bay Township, Garfield Township, their agents, officers, and employees, shall be named as additional insureds. Metro shall furnish Acme with certificates or other evidence acceptable to Acme indicating that the insurance is in effect and providing that the same may not be cancelled or altered except upon thirty (30) days prior written notice to Acme. Additionally, Acme shall procure and carry and maintain at Acme's sole cost and expense, standard property coverage insurance on the Premises and any buildings and improvements of which the Premises forms a part in an amount equal to the replacement cost of such buildings. Acme shall furnish Metro with a certificate or certificates of such insurance policy or policies. Metro shall pay the costs of all insurance carried upon the contents of the building or property brought on the Premises by Metro.

10. **Waiver of Subrogation.** Acme and Metro release each other and their respective officers, employees, representatives, and agents, from any claims for damage to any person, or to the Premises caused by, or that results from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Acme and Metro shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Acme nor Metro shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by paragraph 8.

11. **Damage or Destruction.** If, during the Term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the Premises shall be repaired as speedily as possible at Acme's expense unless this Lease is terminated. If during the Term the Premises are partially or totally destroyed by fire or other casualty and the cost of restoring the Premises to the condition before the damage equals or exceeds thirty (30) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Acme, Acme shall have the right to terminate this Lease by giving Metro written notice of its election to do so within thirty (30) days of the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which the damage occurred. In the absence of notice by Acme, this Lease shall continue and Acme shall cause the Premises to be repaired or restored with due diligence, and Metro's obligations shall abate during the time Metro is prevented from operating in the Premises as a result of the damage.



If the Premises are partially destroyed by fire or other casualty such that the Premises are not rendered entirely unusable by Metro, Metro, at its sole discretion, may continue to perform its obligations as to that part of the Premises that may be used for Metro's business.

12. **Condemnation.** If the whole of the Premises are taken by any public authority under the power of eminent domain, then this Lease shall automatically terminate as of the date that possession is taken. If there is a partial taking of the Premises, then Metro shall have the right, but not the obligation, to terminate this Lease by written notice of such termination to Acme no more than forty-five (45) days upon such taking. Upon the giving of such notice of termination, the Term of this Lease shall expire thirty (30) days from the date such notice is given. If this Lease terminates or is terminated then neither party thereafter shall have any further rights or liabilities thereunder. All damages awarded for the taking shall belong to and be the property of Acme.

13. **Signs.** Metro shall not erect exterior signs on or about the Premises, without Acme's prior written consent. Acme hereby consents to all signs currently located on the Premises.

14. **Default and Termination.** If at any time during the Term of this Lease, either party shall be in default of the performance of any of the covenants, conditions, or provisions of this Lease, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by the non-defaulting party to the defaulting party, the non-defaulting party, at its discretion, at or after the expiration of said thirty (30) days, declare the Lease terminated. However, the defaulting party shall not be deemed to be in default if it commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

15. **Surrender of Premises.** Metro shall surrender the Premises to Acme at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear. Any personal property belonging to Metro left on the Premises shall be deemed abandoned, and Acme may take possession of any personal property left by Metro on the Premises. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Metro's expense.

16. **Indemnification.** Acme, its officials, officers, employees, and agents shall not be liable for any loss, death, injury, or damage to persons or property which at any time may be suffered or sustained by Acme, its officials, officers, employees, and agents; Metro, its officials, officers, employees, or agents; or by any person who may at any time be using or occupying or visiting the Premises or be in, on or upon the same, if such loss, death, injury, or damage shall be caused or result from or arise (a) out of the negligence of Metro, its officials, officers, employees or agents, or of any occupant, visitor or user of any portion of the Premises under the terms of this Lease, or (b) out of the operation of a fire station on the Premises, or (c) by virtue of Metro's equipment or property in and upon said Premises. Metro shall indemnify and hold harmless Acme, its officials, officers, employees, and agents (hereinafter referred to as "Indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid including reasonable attorney fees. Metro's duty to indemnify shall not



apply to loss, death, injury, or damage arising by reason of the negligence or misconduct of the Indemnitees.

17. **No Waiver of Immunities.** Nothing in this Lease shall be deemed to waive, modify, or amend any right, remedy, immunity, or legal defense available at law or in equity to either party. Neither Metro nor Acme waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Michigan and of the United States.

18. **Notices.** Notices given under this Lease will be effective if forwarded to a party by hand-delivery; transmitted to a party by confirmed fax; or sent by United States Postal Service first class mail, to the address of the party indicated below:

Acme Township  
Attention: Township Supervisor  
6042 Acme Road  
Williamsburg, MI 49690

Grand Traverse Metro Emergency  
Services Authority  
Attention: Fire Chief  
897 Parsons Road  
Traverse City, MI 49686

19. **Quiet Enjoyment.** Metro, so long as it shall faithfully perform the agreements, conditions, covenants, and provisions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term, without disturbance by or from Acme, and free from any encumbrance created or suffered by Acme.

20. **Applicable Law.** This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. **Waiver.** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by both parties.

22. **Third-Party Beneficiaries.** This Lease is made solely for the benefit of the parties to this Lease. Nothing contained in this Lease, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims, upon any person, partnership, joint venture, corporation, limited liability company, governmental entity, or other entity, nor shall any of them be a third-party beneficiary of this Lease.

23. **Entire Agreement.** This Lease constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained here. Any amendments to this Agreement must be in writing and executed by both parties.

24. Consent not Unreasonably Withheld. In any case where the approval or consent of one party to this Lease is required, requested, or otherwise to be given under this Lease, such party shall not unreasonably delay or withhold its approval or consent.

25. Duplicate Counterparts. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

26. Authority. The parties and each individual executing this Lease on behalf of the parties, represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said party, and that this Lease is binding upon each party in accordance with its terms.

27. Effective date. This Lease shall be effective as of the date first stated above.

WITNESSES:

ACME TOWNSHIP

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

Doug White

Its: Township Supervisor

GRAND TRAVERSE METRO  
EMERGENCY SERVICES AUTHORITY

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

Patrick Parker

Its: Fire Chief

STATE OF MICHIGAN            )  
  )  
COUNTY OF GRAND TRAVERSE)

Acknowledged before me in Grand Traverse County, Michigan on \_\_\_\_ day of \_\_\_\_\_,  
2019, by Doug White, Township Supervisor, on behalf of Acme Township

\_\_\_\_\_  
Notary public, State of Michigan, County of Grand Traverse.  
My commission expires \_\_\_\_\_.

STATE OF MICHIGAN                    )  
  )  
COUNTY OF GRAND TRAVERSE)

Acknowledged before me in Grand Traverse County, Michigan on \_\_\_\_ day of \_\_\_\_\_,  
2019, by Patrick Parker, Fire Chief, on behalf of Grand Traverse Metro Emergency Services  
Authority

\_\_\_\_\_  
Notary public, State of Michigan, County of Grand Traverse.  
My commission expires \_\_\_\_\_.

## LEASE AGREEMENT

This Lease Agreement (Lease) is made on \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **EAST BAY CHARTER TOWNSHIP** (a Michigan Charter Township hereinafter referred to as "East Bay") whose address is 1965 N. Three Mile Road, Traverse City, Michigan 49686, and **GRAND TRAVERSE METRO EMERGENCY SERVICES AUTHORITY** (an Authority established under and pursuant to the provisions of Act 57, Public Acts of Michigan 1988, as amended, hereinafter referred to as "Metro") whose principal address is 897 Parsons Road, Traverse City, Michigan 49686.

### **RECITALS**

**WHEREAS**, East Bay owns the real property more particularly described in Section 1 (the "Premises"); and

**WHEREAS**, Metro desires to rent the Premises for purposes of operating a fire station; and

**WHEREAS**, it is mutually beneficial to the parties for East Bay to lease to Metro that certain real property described in Section 1, and hereinafter referred to as the "Premises" for the purpose of operating a fire station for Metro.

**NOW THEREFORE AND IN CONSIDERATION** of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration received, the parties agree as follows:

1. **Leased Premises.** In consideration of the rents to be paid and the covenants to be performed by Metro under this Lease, East Bay leases to Metro and Metro leases from East Bay the Premises, more particularly described as the fire station located at 110 High Lake Road, Traverse City, Michigan 49686.

2. **Term.** The term of this Lease shall be one (1) year commencing on the date of the Lease shown above and terminating on the first anniversary of the Commencement Date (the Term) unless otherwise terminated as provided herein. Metro shall have the right to extend the Term for successive one-year periods (the Renewal Terms) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other of its intention not to renew by providing a written notice one hundred twenty (120) days prior to commencement of the succeeding Renewal Term.

3. **Rent.** Metro shall pay to East Bay as rent for the Premises, One and 00/100 Dollar (\$1.00) as full rent for the term of this Lease.

4. **Use.** Metro shall use the Premises for the purpose of operating a fire station to provide fire and emergency services including, but not limited to, fire suppression, prevention of fire spread, hazardous material control, rescue, emergency medical services and other emergency services to the public as necessary and as dispatched.



5. **Utilities.** Metro shall pay for the cost of any utilities which are currently established and under contract (being water, sanitary sewer services, gas, and electric utilities for the Premises). Should Metro require any additional utility services beyond those mentioned, Metro shall pay the cost thereof directly, including any and all connecting fees, and shall directly provide such utility services for operation of the Premises, such to be put into Metro's name, and shall provide the required deposits related to such services. Metro shall be responsible for contracting with, and paying directly, a trash removal service if so required by Metro.

6. **Improvements and Alterations.** If Metro desires to make any structural alterations, improvements, or additions to the Premises, Metro must request and receive East Bay's written consent prior to construction or implementation of any proposed structural alterations, improvements, or additions which consent shall not be unreasonably withheld. Metro shall be liable to pay all costs of any structural alterations, improvements, or additions that it makes. East Bay assumes no financial responsibility or obligation for payment of the cost of any structural alterations, improvements, or additions. All structural alterations, improvements, and additions made or installed on the Premises by or on behalf of Metro shall upon completion or installation thereof, be and become part of the Premises and property of East Bay at the end of Term or any extension of this Lease. Trade fixtures and equipment brought into the Premises shall not be considered as improvements, and shall remain the property of Metro subject to removal at the expiration of the Term or any extension of this Lease.

7. **Capital Expenditures.** Any capital investment into the Premises paid for by Metro which exceeds the cost of \$10,000, shall be amortized over twenty (20) years. In the event that this Lease is terminated within twenty (20) years of such capital investment, East Bay shall reimburse Metro an amount equal to  $1/20^{\text{th}}$  of the capital investment for each year remaining in the amortization schedule. An average of the percentage annual contribution by East Bay to Metro's budget over a five (5) year period prior to termination of this Lease shall be used as a multiplier to determine the payment due from East Bay, by multiplying the average percentage by the total amount of capital expenditure, deducting the resultant amount from the total capital expenditure, and applying the difference to the  $1/20^{\text{th}}$  amortization schedule.

8. **Maintenance and Repairs.** East Bay shall have no obligation whatsoever to maintain or repair the Premises or any portion thereof, such being the sole and exclusive responsibility of Metro. Metro shall, during the Term of this Lease, at Metro's sole cost and expense, keep in good order, condition and repair the roof, floor and slab, structural supports, and exterior walls of the Premises. In addition, Metro shall be responsible for any and all plumbing and electric repairs, HVAC repairs, and maintenance of Premises grounds including landscaping, driveways, sidewalks, and parking lots. Metro shall also, during the term of this Lease and any renewal or extension thereof, at Metro's sole cost and expense, maintain and repair any and all other portions of the Premises, including, without limitation, its floor coverings, doorways, windows, and walls, and keep the same in substantially the same condition as existed on the Effective Date of this Lease, reasonable wear and tear excepted and subject to damage caused by accidental fire, other casualty or condemnation.

9. **Insurance.** Metro agrees that it will at all times during the Term of this Lease, at Metro's sole cost and expense, carry and maintain, general liability insurance against claims for



bodily injury and property damage, in, on, or about the Premises. Such insurance shall afford protection in an amount not less than \$1,000,000.00 with respect to any one occurrence causing bodily injury or property damage. Acme Township, East Bay Township, Garfield Township, their agents, officers, and employees, shall be named as additional insureds. Metro shall furnish East Bay with certificates or other evidence acceptable to East Bay indicating that the insurance is in effect and providing that the same may not be cancelled or altered except upon thirty (30) days prior written notice to East Bay. Additionally, East Bay shall procure and carry and maintain at East Bay's sole cost and expense, standard property coverage insurance on the Premises and any buildings and improvements of which the Premises forms a part in an amount equal to the replacement cost of such buildings. East Bay shall furnish Metro with a certificate or certificates of such insurance policy or policies. Metro shall pay the costs of all insurance carried upon the contents of the building or property brought on the Premises by Metro.

10. **Waiver of Subrogation.** East Bay and Metro release each other and their respective officers, employees, representatives, and agents, from any claims for damage to any person, or to the Premises caused by, or that results from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. East Bay and Metro shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither East Bay nor Metro shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by paragraph 8.

11. **Damage or Destruction.** If, during the Term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenantable, the Premises shall be repaired as speedily as possible East Bay's expense unless this Lease is terminated. If during the Term the Premises are partially or totally destroyed by fire or other casualty and the cost of restoring the Premises to the condition before the damage equals or exceeds thirty (30) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by East Bay, East Bay shall have the right to terminate this Lease by giving Metro written notice of its election to do so within thirty (30) days of the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which the damage occurred. In the absence of notice by East Bay, this Lease shall continue and East Bay shall cause the Premises to be repaired or restored with due diligence, and Metro's obligations shall abate during the time Metro is prevented from operating in the Premises as a result of the damage.

If the Premises are partially destroyed by fire or other casualty such that the Premises are not rendered entirely unusable by Metro, Metro, at its sole discretion, may continue to perform its obligations as to that part of the Premises that may be used for Metro's business.

12. **Condemnation.** If the whole of the Premises are taken by any public authority under the power of eminent domain, then this Lease shall automatically terminate as of the date that possession is taken. If there is a partial taking of the Premises, then Metro shall have the right, but not the obligation, to terminate this Lease by written notice of such termination to East Bay no more than forty-five (45) days upon such taking. Upon the giving of such notice of termination, the Term of this Lease shall expire thirty (30) days from the date such notice is



given. If this Lease terminates or is terminated then neither party thereafter shall have any further rights or liabilities thereunder. All damages awarded for the taking shall belong to and be the property of East Bay.

13. **Signs.** Metro shall not erect exterior signs on or about the Premises, without East Bay's prior written consent. East Bay hereby consents to all signs currently located on the Premises.

14. **Default and Termination.** If at any time during the Term of this Lease, either party shall be in default of the performance of any of the covenants, conditions, or provisions of this Lease, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by the non-defaulting party to the defaulting party, the non-defaulting party, at its discretion, at or after the expiration of said thirty (30) days, declare the Lease terminated. However, the defaulting party shall not be deemed to be in default if it commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

15. **Surrender of Premises.** Metro shall surrender the Premises to East Bay at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear. Any personal property belonging to Metro left on the Premises shall be deemed abandoned, and East Bay may take possession of any personal property left by Metro on the Premises. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Metro's expense.

16. **Indemnification.** East Bay, its officials, officers, employees, and agents shall not be liable for any loss, death, injury, or damage to persons or property which at any time may be suffered or sustained by East Bay, its officials, officers, employees, and agents; Metro, its officials, officers, employees, or agents; or by any person who may at any time be using or occupying or visiting the Premises or be in, on or upon the same, if such loss, death, injury, or damage shall be caused or result from or arise (a) out of the negligence of Metro, its officials, officers, employees or agents, or of any occupant, visitor or user of any portion of the Premises under the terms of this Lease, or (b) out of the operation of a fire station on the Premises, or (c) by virtue of Metro's equipment or property in and upon said Premises. Metro shall indemnify and hold harmless East Bay, its officials, officers, employees, and agents (hereinafter referred to as "Indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid including reasonable attorney fees. Metro's duty to indemnify shall not apply to loss, death, injury, or damage arising by reason of the negligence or misconduct of the Indemnitees.

17. **No Waiver of Immunities.** Nothing in this Lease shall be deemed to waive, modify, or amend any right, remedy, immunity, or legal defense available at law or in equity to either party. Neither Metro nor East Bay waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Michigan and of the United States.

18. **Notices.** Notices given under this Lease will be effective if forwarded to a party by hand-delivery; transmitted to a party by confirmed fax; or sent by United States Postal Service first class mail, to the address of the party indicated below:

East Bay Charter Township  
Attention: Township Supervisor  
1965 N. Three Mile Rd.  
Traverse City, MI 49686

Grand Traverse Metro Emergency  
Services Authority  
Attention: Fire Chief  
897 Parsons Road  
Traverse City, MI 49686

19. **Quiet Enjoyment.** Metro, so long as it shall faithfully perform the agreements, conditions, covenants, and provisions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term, without disturbance by or from East Bay, and free from any encumbrance created or suffered by East Bay.

20. **Applicable Law.** This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. **Waiver.** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by both parties.

22. **Third-Party Beneficiaries.** This Lease is made solely for the benefit of the parties to this Lease. Nothing contained in this Lease, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims, upon any person, partnership, joint venture, corporation, limited liability company, governmental entity, or other entity, nor shall any of them be a third-party beneficiary of this Lease.

23. **Entire Agreement.** This Lease constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained here. Any amendments to this Agreement must be in writing and executed by both parties.

24. **Consent not Unreasonably Withheld.** In any case where the approval or consent of one party to this Lease is required, requested, or otherwise to be given under this Lease, such party shall not unreasonably delay or withhold its approval or consent.

25. **Duplicate Counterparts.** This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

26. **Authority.** The parties and each individual executing this Lease on behalf of the parties, represents and warrants that he/she is duly authorized to execute and deliver this Lease

on behalf of said party, and that this Lease is binding upon each party in accordance with its terms.

27. Effective date. This Lease shall be effective as of the date first stated above.

WITNESSES:

EAST BAY CHARTER TOWNSHIP

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

Beth Friend

Its: Township Supervisor

GRAND TRAVERSE METRO  
EMERGENCY SERVICES AUTHORITY

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

Patrick Parker

Its: Fire Chief

STATE OF MICHIGAN )

COUNTY OF GRAND TRAVERSE)

Acknowledged before me in Grand Traverse County, Michigan on \_\_\_\_ day of \_\_\_\_\_,  
2019, by Beth Friend, Township Supervisor, on behalf of East Bay Charter Township

\_\_\_\_\_  
Notary public, State of Michigan, County of Grand Traverse.

My commission expires \_\_\_\_\_.

STATE OF MICHIGAN )

COUNTY OF GRAND TRAVERSE)

Acknowledged before me in Grand Traverse County, Michigan on \_\_\_\_ day of \_\_\_\_\_,  
2019, by Patrick Parker, Fire Chief, on behalf of Grand Traverse Metro Emergency Services  
Authority

\_\_\_\_\_  
Notary public, State of Michigan, County of Grand Traverse.

My commission expires \_\_\_\_\_.



## LEASE AGREEMENT

This Lease Agreement (Lease) is made on \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **THE CHARTER TOWNSHIP OF GARFIELD** (a Michigan Charter Township hereinafter referred to as "Garfield") whose address is 3848 Veterans Drive, Traverse City, Michigan 49684, and GRAND TRAVERSE METRO EMERGENCY SERVICES AUTHORITY (an Authority established under and pursuant to the provisions of Act 57, Public Acts of Michigan 1988, as amended, hereinafter referred to as "Metro") whose principal address is 897 Parsons Road, Traverse City, Michigan 49686.

### RECITALS

**WHEREAS**, Garfield owns the real property more particularly described in Section 1 (the "Premises"); and

**WHEREAS**, Metro desires to rent the Premises for purposes of operating a fire station; and

**WHEREAS**, it is mutually beneficial to the parties for Garfield to lease to Metro that certain real property described in Section 1, and hereinafter referred to as the "Premises" for the purpose of operating a fire station for Metro.

**NOW THEREFORE AND IN CONSIDERATION** of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration received, the parties agree as follows:

1. **Leased Premises.** In consideration of the rents to be paid and the covenants to be performed by Metro under this Lease, Garfield leases to Metro and Metro leases from Garfield the Premises, more particularly described as the fire station located at 3000 Albany, Traverse City, Michigan 49684.

2. **Term.** The term of this Lease shall be one (1) year commencing on the date of the Lease shown above and terminating on the first anniversary of the Commencement Date (the Term) unless otherwise terminated as provided herein. Metro shall have the right to extend the Term for successive one-year periods (the Renewal Terms) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either party notifies the other of its intention not to renew by providing a written notice one hundred twenty (120) days prior to commencement of the succeeding Renewal Term.

3. **Rent.** Metro shall pay to Garfield as rent for the Premises, One and 00/100 Dollar (\$1.00) as full rent for the term of this Lease.

4. **Use.** Metro shall use the Premises for the purpose of operating a fire station to provide fire and emergency services including, but not limited to, fire suppression, prevention of fire spread, hazardous material control, rescue, emergency medical services and other emergency services to the public as necessary and as dispatched.

5. **Utilities.** Metro shall pay for the cost of any utilities which are currently established and under contract (being water, sanitary sewer services, gas, and electric utilities for the Premises). Should Metro require any additional utility services beyond those mentioned, Metro shall pay the cost thereof directly, including any and all connecting fees, and shall directly provide such utility services for operation of the Premises, such to be put into Metro's name, and shall provide the required deposits related to such services. Metro shall be responsible for contracting with, and paying directly, a trash removal service if so required by Metro.

6. **Improvements and Alterations.** If Metro desires to make any structural alterations, improvements, or additions to the Premises, Metro must request and receive Garfield's written consent prior to construction or implementation of any proposed structural alterations, improvements, or additions which consent shall not be unreasonably withheld. Metro shall be liable to pay all costs of any structural alterations, improvements, or additions that it makes. Garfield assumes no financial responsibility or obligation for payment of the cost of any structural alterations, improvements, or additions. All structural alterations, improvements, and additions made or installed on the Premises by or on behalf of Metro shall upon completion or installation thereof, be and become part of the Premises and property of Garfield at the end of Term or any extension of this Lease. Trade fixtures and equipment brought into the Premises shall not be considered as improvements, and shall remain the property of Metro subject to removal at the expiration of the Term or any extension of this Lease.

7. **Capital Expenditures.** Any capital investment into the Premises paid for by Metro which, exceeds the cost of \$10,000, shall be amortized over twenty (20) years. In the event that this Lease is terminated within twenty (20) years of such capital investment, Garfield shall reimburse Metro an amount equal to  $1/20^{\text{th}}$  of the capital investment for each year remaining in the amortization schedule. An average of the percentage annual contribution by Garfield to Metro's budget over a five (5) year period prior to termination of this Lease shall be used as a multiplier to determine the payment due from Garfield, by multiplying the average percentage by the total amount of capital expenditure, deducting the resultant amount from the total capital expenditure, and applying the difference to the  $1/20^{\text{th}}$  amortization schedule.

8. **Maintenance and Repairs.** Garfield shall have no obligation whatsoever to maintain or repair the Premises or any portion thereof, such being the sole and exclusive responsibility of Metro. Metro shall, during the Term of this Lease, at Metro's sole cost and expense, keep in good order, condition and repair the roof, floor and slab, structural supports, and exterior walls of the Premises. In addition, Metro shall be responsible for any and all plumbing and electric repairs, HVAC repairs, and maintenance of Premises grounds including landscaping, driveways, sidewalks, and parking lots. Metro shall also, during the term of this Lease and any renewal or extension thereof, at Metro's sole cost and expense, maintain and repair any and all other portions of the Premises, including, without limitation, its floor coverings, doorways, windows, and walls, and keep the same in substantially the same condition as existed on the Effective Date of this Lease, reasonable wear and tear excepted and subject to damage caused by accidental fire, other casualty or condemnation.

9. **Insurance.** Metro agrees that it will at all times during the Term of this Lease, at Metro's sole cost and expense, carry and maintain, general liability insurance against claims for



bodily injury and property damage, in, on, or about the Premises. Such insurance shall afford protection in an amount not less than \$1,000,000.00 with respect to any one occurrence causing bodily injury or property damage. Acme Township, East Bay Township, Garfield Township, their agents, officers, and employees, shall be named as additional insureds. Metro shall furnish Garfield with certificates or other evidence acceptable to Garfield indicating that the insurance is in effect and providing that the same may not be cancelled or altered except upon thirty (30) days prior written notice to Garfield. Additionally, Garfield shall procure and carry and maintain at Garfield's sole cost and expense, standard property coverage insurance on the Premises and any buildings and improvements of which the Premises forms a part in an amount equal to the replacement cost of such buildings. Garfield shall furnish Metro with a certificate or certificates of such insurance policy or policies. Metro shall pay the costs of all insurance carried upon the contents of the building or property brought on the Premises by Metro.

10. **Waiver of Subrogation.** Garfield and Metro release each other and their respective officers, employees, representatives, and agents, from any claims for damage to any person, or to the Premises caused by, or that results from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Garfield and Metro shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Garfield nor Metro shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by paragraph 8.

11. **Damage or Destruction.** If, during the Term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the Premises shall be repaired as speedily as possible at Garfield's expense unless this Lease is terminated. If during the Term the Premises are partially or totally destroyed by fire or other casualty and the cost of restoring the Premises to the condition before the damage equals or exceeds thirty (30) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Garfield, Garfield shall have the right to terminate this Lease by giving Metro written notice of its election to do so within thirty (30) days of the date on which the damage occurs. On the giving of notice, the Lease shall terminate as of the date on which the damage occurred. In the absence of notice by Garfield, this Lease shall continue and Garfield shall cause the Premises to be repaired or restored with due diligence, and Metro's obligations shall abate during the time Metro is prevented from operating in the Premises as a result of the damage.

If the Premises are partially destroyed by fire or other casualty such that the Premises are not rendered entirely unusable by Metro, Metro, at its sole discretion, may continue to perform its obligations as to that part of the Premises that may be used for Metro's business.

12. **Condemnation.** If the whole of the Premises are taken by any public authority under the power of eminent domain, then this Lease shall automatically terminate as of the date that possession is taken. If there is a partial taking of the Premises, then Metro shall have the right, but not the obligation, to terminate this Lease by written notice of such termination to Garfield no more than forty-five (45) days upon such taking. Upon the giving of such notice of termination, the Term of this Lease shall expire thirty (30) days from the date such notice is



given. If this Lease terminates or is terminated then neither party thereafter shall have any further rights or liabilities thereunder. All damages awarded for the taking shall belong to and be the property of Garfield.

13. **Signs.** Metro shall not erect exterior signs on or about the Premises, without Garfield's prior written consent. Garfield hereby consents to all signs currently located on the Premises.

14. **Default and Termination.** If at any time during the Term of this Lease, either party shall be in default of the performance of any of the covenants, conditions, or provisions of this Lease, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by the non-defaulting party to the defaulting party, the non-defaulting party, at its discretion, at or after the expiration of said thirty (30) days, declare the Lease terminated. However, the defaulting party shall not be deemed to be in default if it commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

15. **Surrender of Premises.** Metro shall surrender the Premises to Garfield at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear. Any personal property belonging to Metro left on the Premises shall be deemed abandoned, and Garfield may take possession of any personal property left by Metro on the Premises. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Metro's expense.

16. **Indemnification.** Garfield, its officials, officers, employees, and agents shall not be liable for any loss, death, injury, or damage to persons or property which at any time may be suffered or sustained by Garfield, its officials, officers, employees, and agents; Metro, its officials, officers, employees, or agents; or by any person who may at any time be using or occupying or visiting the Premises or be in, on or upon the same, if such loss, death, injury, or damage shall be caused or result from or arise (a) out of the negligence of Metro, its officials, officers, employees or agents, or of any occupant, visitor or user of any portion of the Premises under the terms of this Lease, or (b) out of the operation of a fire station on the Premises, or (c) by virtue of Metro's equipment or property in and upon said Premises. Metro shall indemnify and hold harmless Garfield, its officials, officers, employees, and agents (hereinafter referred to as "Indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid including reasonable attorney fees. Metro's duty to indemnify shall not apply to loss, death, injury, or damage arising by reason of the negligence or misconduct of the Indemnitees.

17. **No Waiver of Immunities.** Nothing in this Lease shall be deemed to waive, modify, or amend any right, remedy, immunity, or legal defense available at law or in equity to either party. Neither Metro nor Garfield waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Michigan and of the United States.

18. **Notices.** Notices given under this Lease will be effective if forwarded to a party by hand-delivery; transmitted to a party by confirmed fax; or sent by United States Postal Service first class mail, to the address of the party indicated below:

Garfield Charter Township  
Attention: Township Supervisor  
3848 Veterans Drive  
Traverse City, MI 49684

Grand Traverse Metro Emergency  
Services Authority  
Attention: Fire Chief  
897 Parsons Road  
Traverse City, MI 49686

19. **Quiet Enjoyment.** Metro, so long as it shall faithfully perform the agreements, conditions, covenants, and provisions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term, without disturbance by or from Garfield, and free from any encumbrance created or suffered by Garfield.

20. **Applicable Law.** This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. **Waiver.** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by both parties.

22. **Third-Party Beneficiaries.** This Lease is made solely for the benefit of the parties to this Lease. Nothing contained in this Lease, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims, upon any person, partnership, joint venture, corporation, limited liability company, governmental entity, or other entity, nor shall any of them be a third-party beneficiary of this Lease.

23. **Entire Agreement.** This Lease constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, and other agreements concerning the subject matter contained here. Any amendments to this Agreement must be in writing and executed by both parties.

24. **Consent not Unreasonably Withheld.** In any case where the approval or consent of one party to this Lease is required, requested, or otherwise to be given under this Lease, such party shall not unreasonably delay or withhold its approval or consent.

25. **Duplicate Counterparts.** This Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

26. **Authority.** The parties and each individual executing this Lease on behalf of the parties, represents and warrants that he/she is duly authorized to execute and deliver this Lease



on behalf of said party, and that this Lease is binding upon each party in accordance with its terms.

27. Effective date. This Lease shall be effective as of the date first stated above.

WITNESSES:

GARFIELD CHARTER TOWNSHIP

\_\_\_\_\_

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

Chuck Korn

Its: Township Supervisor

GRAND TRAVERSE METRO  
EMERGENCY SERVICES AUTHORITY

\_\_\_\_\_

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

Patrick Parker

Its: Fire Chief

STATE OF MICHIGAN )

)

COUNTY OF GRAND TRAVERSE)

Acknowledged before me in Grand Traverse County, Michigan on \_\_\_\_ day of \_\_\_\_\_,  
2019, by Chuck Korn, Township Supervisor, on behalf of Garfield Charter Township

\_\_\_\_\_  
Notary public, State of Michigan, County of Grand Traverse.

My commission expires \_\_\_\_\_.

STATE OF MICHIGAN )

)

COUNTY OF GRAND TRAVERSE)

Acknowledged before me in Grand Traverse County, Michigan on \_\_\_\_ day of \_\_\_\_\_,  
2019, by Patrick Parker, Fire Chief, on behalf of Grand Traverse Metro Emergency Services  
Authority

\_\_\_\_\_  
Notary public, State of Michigan, County of Grand Traverse.

My commission expires \_\_\_\_\_.

Addendum #1

ACME TOWNSHIP  
RESOLUTION OF THE ACME TOWNSHIP BOARD OF TRUSTEES  
Addendum 1 for Station 8 Lease Agreement  
RESOLUTION #R-2017- 38  
December 5, 2017

At a regular meeting of the ACME TOWNSHIP BOARD OF TRUSTEES held on December 5, 2017, the ACME TOWNSHIP BOARD OF TRUSTEES, on a Motion made by Scott, and seconded by Jenema, passed the following Resolution by a vote of 6 in favor and 0 opposed, one absence:

WHEREAS, the Acme Township Board of Trustees finds the following facts to be true:

- Acme Township is a member of Grand Traverse Metro emergency Services Authority (Metro) making payments to fund fire protection and prevention services as budgeted annually pursuant to an agreement signed October 15, 1980.
- Prior to January 1, 2008 Acme Township additionally disbursed funds directly from the Acme Township Fire Fund #206 for expenses related to Metro Station 8 in Acme Township that were not covered under the quarterly Metro payment, including: utilities, repairs, maintenance, wages and employment expenses.
- The Acme Township Board of Trustees annually ratifies the Emergency services Millage requirements of which supports the Metro Budget based on an understanding that all expenses of any kind related to the operation, maintenance and staffing of Station 8 would be budgeted by Metro and paid from the township payment to Metro.

WHEREAS, All the utilities for the building housing the Township offices and Station 8 are metered and/or billed jointly to Acme Township. Acme Township will bill Metro for their portion of the Joint used expenses, and will book all payments received from Metro as a reimbursement in 101.000.676.000.

NOW THEREFORE BE IT HEREBY RESOLVED that the Acme Township Board of Trustees:

- Requests that Metro reimburse Acme Township as follows for utilities and services for the building located at 6042 Acme Road and shared by Acme Township and Metro. This includes utility expenses for the trailer located

behind the Fire hall which is totally run by Electric. Sewer for the Trailer is connected to the Acme System and is billed as shown below.

- a. Sanitary sewer for .5 benefits billed at the monthly benefit rate as determined by Acme Township.
- b. Electricity: 75% of the monthly electric bill.
- c. Natural gas: 50% of the monthly gas bill.
- d. Snowplowing: Snowplowing: Acme shall pay for all snow plowing with Metro reimbursement Acme for 50% of cost.

\* Suggests that utility cost sharing ratios be reviewed annually and adjusted if required. These cost sharing rates are to become effective December 14, 2017, as mutually agreed by Acme Township and Metro.

  
Jay Zollinger, Acme Township Supervisor  
December 5, 2017

  
Cathy Dye, Acme Township Clerk  
December 2017

  
Chief Pat Parker, Metro Fire  
December 14, 2017

  
Beth Friend, Chairperson Metro Fire  
December 14, 2017

# Addendum #2



Addendum 2

Section 8

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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