

CENTERVILLE TWP TREASURER'S REPORT
As of April 28, 2023

Account Balances:

Chase Tax Fund Cking #9301	\$3,009.67
Chase HI Yield Savings #5793	\$101,796.19
Chase Business Savings #6868	\$100,373.79
Chase Commercial Cking #2769	\$0.00
Chase Business Cking #1613	\$332,645.19
Totals:	\$537,824.84

	<u>Receipts</u>	<u>Amount</u>	<u>From</u>	<u>Description</u>
#'s 3215-3220 are dated May 1st				
	#3221	\$8.03	Chase Bank	Interest

CENTERVILLE COMPENSATION SCHEDULE 2023-24

	FY 2022-23	FY 2023-24	REMARKS
Supervisor	\$10,700	\$11,500	
Clerk	\$16,600	\$17,700	
Deputy	\$3000	\$3000	\$30/hour
Treasurer	\$16,600	17,700	
Deputy	\$2400	\$2400	\$30/hour
Trustee (per meeting)	\$125	\$125	
Assessor Salary	\$15,300	\$16,800	
Zoning Administrator / Enforcement Officer (Yearly Contract)	\$12,000	\$9,600	Contract thru March 2024
Board of Review (Per Day)	\$120.00	\$120.00	½ Day \$60.00 2 Hrs - \$45.00
Planning Commission Members (per meeting)	\$85	\$100	+ Chair \$15.00
Commission Member Education Rate	\$15	\$15	Per Hour
Recording Secretary	\$20	\$30	Per Hour
Zoning Board of Appeals (per meeting)	\$45	\$100.00	+ Chair \$10.00
Extra Duty Stipend		\$25.00	Per hour, 4 hours maximum per day
Election Worker	\$15.00	\$16.00	Chair - + \$2.50/hr
Receiving Board Member	\$15	\$15	
Township Park Care & Hall Lawn Care, docks, etc. (separate bid contract form)	\$2,250.00	\$2,700.00	Contract - 6 monthly payments
Porta Jon's for Twp Park	\$99.00/month	\$99/month	May to December
Township Hall Cleaning	\$50	\$75	2 hours once monthly
Hall Custodian	\$25/hr	\$25/hr	As needed
Mileage Reimbursement	\$.56	\$.655	Per IRS Rate
Lodging Reimbursement	\$136	\$223	Per Day – IRS rate
Meal Reimbursement Rate	\$66	\$74	Per Day (No Alcohol)

CENTERVILLE TOWNSHIP Monthly Check Journal with Totals Sorted by Check# May 2023

Type	Date	Num	Name	Memo	Account	Debit	Credit
Paycheck	05/10/2023	ACH	CHILES, BETH CHILES, BETH		014 - CHASE CHECKING #1613 215-701 - Wages	1,475.00	1,299.47
Paycheck	05/10/2023	ACH	HUBBELL (TRUSTEE), DANIEL HUBBELL (TRUSTEE), DANIEL HUBBELL (TRUSTEE), DANIEL		014 - CHASE CHECKING #1613 101-701 - Adm Wages 721-701 - Part Time Wages	1,475.00 125.00 0.00	1,299.47 115.44
Paycheck	05/10/2023	ACH	SCHAUB (TRUSTEE), RONALD J SCHAUB (TRUSTEE), RONALD J		014 - CHASE CHECKING #1613 101-701 - Adm Wages	125.00	115.44
Paycheck	05/10/2023	ACH	KROMBEEN (ASSESSOR), JULIE KROMBEEN (ASSESSOR), JULIE		014 - CHASE CHECKING #1613 257-701 - Wages	125.00	115.44
Paycheck	05/10/2023	ACH	PLEVA (TREASURER), KATRINA PLEVA (TREASURER), KATRINA		014 - CHASE CHECKING #1613 253-701 - Wages & School Col.	1,400.00 1,475.00	1,233.40 1,249.47
Paycheck	05/10/2023	ACH	SCHWANTES (SUPERVISOR), JAMES SCHWANTES (SUPERVISOR), JAMES		014 - CHASE CHECKING #1613 171-701 - Adm Wages	1,475.00	1,249.47
Check	05/10/2023	ACH	CYPHER GROUP, INC CYPHER GROUP, INC	April 2023 April 2023	014 - CHASE CHECKING #1613 723-701 - Contracted Services	958.33 800.00	844.29 800.00
Check	05/10/2023	ACH	JAMES SCHWANTES JAMES SCHWANTES	3 trips to county bldg, 2 trips to GT Resort for MTA conference 3 trips to county bldg, 2 trips to GT Resort for MTA conference	014 - CHASE CHECKING #1613 171-860 - Travel	800.00 75.98	800.00 75.98
Check	05/10/2023	ACH	Beth Chiles 1 Beth Chiles 1 Beth Chiles 1 Beth Chiles 1	reimbursements MAMC Annual Dues MAMC Registration and Clerking 101 Fees stamps for office	014 - CHASE CHECKING #1613 215-960 - Education & Training 215-960 - Education & Training 215-726 - Office Supplies/Software	75.98 75.00 300.00 25.20	75.98 400.20
Check	04/14/2023	EFT	United States Treasury	Q3 2022 - original check dated 10.16.22 not cleared	014 - CHASE CHECKING #1613	400.20	400.20
Liability Check	04/14/2023	EFT	United States Treasury		014 - CHASE CHECKING #1613	0.00	972.39
Liability Check	04/17/2023	EFT	STATE OF MICHIGAN		014 - CHASE CHECKING #1613	0.00	864.18
Liability Check	04/14/2023	EFT	United States Treasury		014 - CHASE CHECKING #1613	0.00	864.18
Paycheck	05/10/2023	8232	DRISCOLL, BRIGHID G DRISCOLL, BRIGHID G		014 - CHASE CHECKING #1613 721-701 - Part Time Wages	0.00 105.00	0.00 198.23
Credit Column shows NET CHECK TOTALS						105.00	198.23

CENTERVILLE TOWNSHIP Monthly Check Journal with Totals Sorted by Check# May 2023

Type	Date	Num	Name	Memo	Account	Debit	Credit
Check	05/10/2023	8233	ACCIDENT FUND INSURANCE COMPANY A... ACCIDENT FUND INSURANCE COMPANY A...	Inv # 1000673123 May 1 2023 - May 1 2024	014 - CHASE CHECKING #1613 851-955 - Insurance & Bonds	760.00	760.00
Check	05/10/2023	8234	BS&A SOFTWARE BS&A SOFTWARE	Inv # 146175 Annual support fee for Tax System May 2023-May 2024 Annual support fee for Assessing System May 2023-May 2024	014 - CHASE CHECKING #1613 253-802 - Contracted Services 257-802 - Contracted Services	760.00	760.00
Check	05/10/2023	8235	CHERRYLAND ELECTRIC CO-OP CHERRYLAND ELECTRIC CO-OP	Acct # 6311010 March 13 thru April 13 2023	014 - CHASE CHECKING #1613 265-920 - Utilities-Electric	1,252.00	1,252.00
Check	05/10/2023	8236	STAPLES STAPLES	Acct 4654634682 ; Inv 3531085083 Address stamp	014 - CHASE CHECKING #1613 215-726 - Office Supplies/Software	54.42	54.42
Check	05/10/2023	8237	CEDAR AREA FIRE & RESCUE CEDAR AREA FIRE & RESCUE CEDAR AREA FIRE & RESCUE	Qrt 1 2023-2024 operations assessment capital improvement assessment	014 - CHASE CHECKING #1613 336-801 - Administrative Fee 336-801 - Administrative Fee	16.61	16.61
TOTAL						73,544.04	73,544.04
						82,566.58	84,471.10

Centerville Township
Zoning Administrator's
APRIL 2023 Report

5/7/2023

To: Centerville Township Board & Planning Commission

From: *Timothy A. Cypher*

Land Use Permits Issued:	1	YEAR TO DATE	5
Signs / RENEWALS	0		
Single Family Residences (SFR)	0		
Additions to SFR	0		
Garages / Sheds	0		
Decks & Porches / Misc.	0		
Accessory Buildings	1		
Commercial Construction	0		
Stairs & Landings	0		
Agriculture related construction	0		
Demolitions / Change of Use	0		
Home Occupations	0		
Solar Array	0		
Z.B.A. proceedings	0	0 INQUIRY	
Special Land Use Permits	0	0 INQUIRY	
Land Division/Property Line Adj.	1	1 INQUIRY	
Private Roads / Driveways	0	0 INQUIRY	
Zoning / Site Plan Reviews	0	1 INQUIRY	
Construction Site Inspections	3		
Violations/Investigations	1 SEE NOTE ON MONTHLY SUMMARY. - ROGERS		

I also supplied information via 9 phone consultations and 7 via internet to Township residents&others

CALLS - 5 ZONING QUESTIONS
3 LAND DIVISIONS/PLA
0 PRIVATE ROAD
0 SITE PLAN REVIEW
0 ZBA QUESTIONS
2 VIOLATIONS

Please feel free to contact me with any questions.
Phone 231-360-2557
tim@allpermits.com

CENTERVILLE TOWNSHIP Z A'S MONTHLY SUMMARY

PERIOD: APRIL 2023

DATE	PERMIT #	NAME	USE	REC. #	CK.#	AMOUNT
4/30/2023	LUP 23-05	MILLER	LAND USE	202305	7578	\$ 100.00
002-032-004-21	3334 GATZKE ROAD	ACCESSORY BUILDING			4,200 S.F.	
4/16/2023	LDA 23-04	FINSTAD TRUST	LAND DIV.	LDA202304	282	\$ 100.00
002-029-001-00	6170 S. SCHOMBERG RD.	LAND DIVISION CREATING ONE NEW PARCEL				

4/30/2022 **ROGERS COURT HEARING HELD. JUDGE FOUND IN FAVOR OF CENTERVILLE TWP.**
002-011-024-00 3780 S. LAKESHORE DR COURT ORDERED COMPLIANCE REQUIRED BY **AUGUST 24, 2023**

TOTAL \$ 200.00

SIGNED:

TIMOTHY A. CYPHER

5/7/2023

TIMOTHY A. CYPHER
CENTERVILLE TOWNSHIP ZONING ADMINISTRATOR
231-360-2557



James Schwantes <centervillesupervisor@gmail.com>

FW: CAFR service

3 messages

pgray1954@sbcglobal.net <pgray1954@sbcglobal.net>
To: James Schwantes <centervillesupervisor@gmail.com>

Thu, Apr 13, 2023 at 6:10 PM

Hi Jim—below is the letter that I sent to the Enterprise, abiding by their 100 word limit for thank yous. It's entirely possible that it will not get published so I would appreciate it if you would read the letter into the public record. TO say that I am grateful for CAFR's help and the way that it was offered doesn't begin to cover how I feel. I want the community to know how fortunate we are to have this group serving us on our behalf. Thank you so much.

Patty

From: pgray1954@sbcglobal.net <pgray1954@sbcglobal.net>
Sent: Thursday, April 13, 2023 6:06 PM
To: 'editor@leelanaunews.com' <editor@leelanaunews.com>
Subject: CAFR service

To the Editor:

I would like to express my appreciation for the professional service of Cedar Area Fire and Rescue Chief Andy Doornbos and his staff. I recently arrived at the station for help with the installation of a child car seat. I was warmly greeted by the staff, invited into the station and directed to the Chief, who promptly installed the seat. I am deeply grateful for the Chief's willing attention to this safety detail. For me, it spoke volumes about the organization that he oversees and their deep commitment to the safety of the community that they serve. Thank you CAFR!!

Patty Ray,

2184 S. Ridge Rd

Lake Leelanau, MI 49653

[Pgray1954@sbcglobal.net](mailto:pgray1954@sbcglobal.net)

317-371-5037

Centerville Township

James Schwantes <centervillesupervisor@gmail.com>
To: Patty Ray <pgray1954@sbcglobal.net>

Thu, Apr 13, 2023 at 9:32 PM

Hi Patty. Well done. I expect it will get in the paper. I will read it into the record next month. Have a great visit with your daughter and grandson. Jim

[Quoted text hidden]

pgray1954@sbcglobal.net <pgray1954@sbcglobal.net>
To: James Schwantes <centervillesupervisor@gmail.com>

Thu, Apr 13, 2023 at 10:00 PM

DRAFT INTERLOCAL FIRE DEPARTMENT AGREEMENT DRAFT

Effective
Date through Date

for the operation and control of the
CEDAR AREA FIRE & RESCUE

INTERLOCAL FIRE DEPARTMENT AGREEMENT (“Agreement”) made this day of (year) by and between the TOWNSHIPS OF CENTERVILLE, a municipal corporation, with offices at 5001 S. French Road, Cedar MI 49621, CLEVELAND, a municipal corporation, with offices at 955 W. Harbor Highway, Maple City, MI 49664, KASSON, a municipal corporation, with offices at 10988 S. Newman Road, Maple City, MI 49664 and SOLON, a municipal corporation, with offices at 9191 S. Kasson Street, Cedar, MI 49621 (collectively, the “participating Townships”). The participating Townships enter into this agreement based upon the following understandings:

- A. The Urban Cooperation Act (PA. 7 of 1967), as amended, provides authority for Townships to enter into inter-local agreements for the performance of governmental functions jointly which each could do separately; and
- B. P.A. 33 of 1951 also authorizes such a cooperative fire protection agreement,
- C. The participating Townships wish to formally cooperate in furnishing fire protection services throughout their respective jurisdictions through a single fire department jointly funded by said Townships and to jointly govern their relationship with a formal agreement under the Urban Cooperation Act of 1967 [MCL 124.501 et seq.].

IN CONSIDERATION OF THESE UNDERSTANDINGS, THE PARTICIPATING TOWNSHIPS AGREE AS FOLLOWS

Article 1. General Purpose

The general purpose and goal of this Agreement is to ensure that Cedar Area Fire and Rescue (the Fire Department), established on September 15, 2015 under the authority of the Urban Cooperation Act of 1967, as amended, continues to run smoothly and meets community expectations and to ensure that the Fire Department is supported through a mutually agreeable and uniform funding mechanism to provide fire protection and other emergency services throughout the following described area:

- a. The entire Township of Centerville
- b. The entire Township of Cleveland
- c. The entire Township of Kasson
- d. The entire Township of Solon

Article 2. Management of the Fire Department

1. The Fire Department shall continue to be governed, managed and controlled by the Cedar Area Fire and Rescue Board (the Fire Board) consisting of 5 members. Each participating Township shall appoint one of its residents to serve as a regular member of the Fire Board. In addition, each participating Township shall appoint one alternate member to serve in the place of the regular member from that township when said regular member is unable to serve due to physical incapacity or absence from Leelanau County. Both the regular member and the alternate member may, but are not required to, hold other elected or appointed office in the participating Township. The township representatives, both regular and alternates, will serve (4) year terms.
2. The fifth regular member shall be a member-at-large who shall be nominated by the 4 Township members and approved by a majority of the participating Township Boards. This member will serve a two (2) year term.
3. Fire Board members shall serve at the pleasure of the legislative body that appointed them. The fire chief of the Cedar Area Fire & Rescue shall be an ex-officio, non-voting member of the Fire Board operating in an advisory capacity only.
4. Fire Board vacancies occurring during a member's term will be filled within 60 days by the township represented by the member or by the nomination and approval process for the member-at-large.
5. Fire Board members will be compensated for each meeting attended and shall receive mileage for attending such meetings at the current IRS mileage rate. The amount of compensation will be determined by the Fire Board biennially and shall be included in the biennial Fire Board budget.
6. Except as may be otherwise provided herein, the Fire Board shall meet not less than once every three months during each calendar year. All meetings of the Fire Board shall be conducted in accordance with the requirements of the Michigan Open meetings Act [MCL 15.261 et seq.].
7. All actions of the Fire Board shall be by majority vote of a quorum of the membership. A quorum shall consist of a majority of the members (or his/her alternate) (three (3) members) of said Board.
8. An election by said Board shall determine the chairman, vice-chairman, secretary and treasurer or a combined position called secretary/treasurer.
9. A person may be hired by the Fire Board as the recording secretary of the Fire Board. This person shall prepare the agenda and minutes of the Fire Board meetings and shall maintain the records of the Fire Board.
10. A qualified bookkeeper or bookkeeping firm shall be hired by the Fire Board to maintain the accounts of the department.
11. The recording secretary and the bookkeeper shall serve at the pleasure of the Fire Board and will have no voting privileges.

12. The Fire Board accounts shall be audited by a certified public accountant as required with such audit reports being furnished to the appropriate federal and state agencies and to each participating Township Board.
13. The Fire Board may budget for and hire legal counsel for assistance in managing the Fire Department regarding matters such as employee disputes, policy language and contracts.
14. The Fire Board may adopt such bylaws, rules and procedures not inconsistent with this agreement as it shall determine necessary for its internal operation.

Article 3. Fiscal Year and Budget

1. **Fiscal Year** The Fire Department Fiscal Year shall be from April 1 through March 31.

2. Budgets and 5 year plans

1. The Fire Board shall prepare the budgets in 2 year increments with the proposed expenditures for the upcoming years.
 1. Operational budget increases for each two year budget cannot exceed 10% of the last year of the previous 2 year budget.
 2. Adjustments to the second year of a two year budget may be made but cannot exceed 5% of the first year of the current budget cycle.
 3. The capital budget will be separated from the operations budget and those funds held in a dedicated account. The percentage constraints do not apply to the capital budget.
2. The Fire Board will prepare a 5 year budget plan every 5 years to guide decisions in budgeting. The 5 year plan will reflect the percentage constraints outlined above. Each 2 year budget will adhere to the objectives of this plan.
3. All plans and budgets are to be set and agreed upon by the participating Township Boards 6 months prior to the fiscal year in which the plan or budget would apply. If any of the four Township Boards declines to approve the proposed budget, the Fire Board will operate under the previous fiscal year budget until all parties agree on a new operating budget.
4. The percentage constraints outlined above may be set aside for any budget by a unanimous vote of the four participating Townships.

3. Funding

1. **Funding Formula** Each of the participating Township's funding share shall be one quarter of the department's yearly budget.
2. **Separate Funds for Operations and Capital Expenditures**
 1. Funds for operations and capital expenditures will be itemized separately and held in dedicated accounts.
 2. Separate annual contributions will be required for operations and capital expenditures.
3. **Sale of Vehicles and Equipment Funds** from the sale of any vehicles or equipment will be placed in the capital expenditures fund for use in funding only capital expenditures.

4. **Quarterly Payments** The Townships will make quarterly payments to the Fire Department to cover one quarter of their portion of the Fire Department's budget. Payments will be made in the first month of each fiscal quarter, those months being January, April, July and October.
5. **Invoicing for Fire Protections or medical Emergency Support Service** The Fire Department may invoice third parties for fire protection or emergency services as provided by law, including local ordinances

Article 4. Joint Fire Board Authority

1. In addition to other authority provided in this Agreement, the Fire Board shall have full responsibility for the management and operation of the Fire Department including, without limitation, the following:
 1. Establishing the qualifications, job requirements and performance expectations for the Fire Chief and the hiring of a Fire Chief;
 2. Establishing a process for annually evaluating the Fire Chief's performance;
 3. Establishing the qualifications, job requirements and performance expectations for the fire department officers and Fire Department personnel; annually reviewing the Fire Chief's individual evaluations of the Fire Department's personnel;
 4. Aid the department in setting the job descriptions, duties and responsibilities of all Fire Department personnel;
 5. Final approval of all personnel recommended for hire by the Fire Chief;
 6. Establishing policies for review of personnel performance, procedures for improvement and discipline, procedures for dismissal from employment, and procedures for appeal of personnel management decisions;
 7. Establishing procedures for working with the Fire Chief, the officers and the department personnel, and/or their representatives, to determine compensation packages and conditions of employment;
 8. Provide feedback to aid the Fire Chief in the preparation of a budget;
 9. Approving the delegation of duties and responsibilities to the Fire Chief;
 10. The securing and maintaining of liability insurance covering all capital assets owned or operated by the Fire Department and covering all Fire Department personnel, as well as general liability for damages and injury to persons and property resulting from operation of the Department;
 11. Set standards for the Fire Chief concerning maintenance and repair of all Fire Department equipment and assets owned or utilized by the Fire Department;
 12. The negotiation and execution of any mutual aid fire protection agreements with adjoining municipalities that are not part of the four above-named participating Townships;
 13. The acquisition of all Fire Department equipment, buildings, property and assets within the limits of the annual budgets approved by the participating Township Boards or which might otherwise specifically be authorized by said Township Boards. Such acquisition can include construction, purchasing or leasing such assets;
 14. Accept gifts, grants, or bequests to the Fire Department.
2. The Fire Board does not have authority to levy taxes or special assessments.
3. No borrowing of funds nor installment purchases shall be engaged in by the Fire Board without the approval of each of the participating Township Boards.

Article 5 Property

1. **Fire Station** Upon approval of this Agreement by the four townships the Cedar Fire Station titled to Centerville and Solon Townships will be leased to the Fire Department for \$1.00 for the term of this Agreement.
2. **Substations** The Fire Board may make recommendations regarding the creation of a substation to provide services within an area.
 1. The township desiring a substation must approve, fund, and construct the substation at its sole cost and expense.
 2. Any substation created will be the sole and exclusive property of the township creating the substation.
 3. A substation must be built to the Fire Department Board's specifications.
 4. As long as the township creating the substation is a party to this Agreement, that township must permit the Fire Department to occupy and use the substation, for no additional compensation, to provide fire protection and emergency medical support services.
3. **Fire Station and Substation Maintenance and Capital Improvements**
 1. The Fire Board will pay all costs of upkeep, maintenance and repairs resulting from usual day-to-day use of the Cedar Fire Station and any substation.
 2. Capital improvements to the Cedar Fire Station and any substation will be paid for by township(s) owning the building.
 1. Capital improvements are defined as permanent structural alterations or repairs that are durable, that increase the useful life of of the property and that substantially increase the value of the property.
 2. Capital improvements proposed for the Cedar Fire Station and any substation by the Fire Board must be approved by Townships Board(s) that own the building.
 3. Equity from any capital improvement to the Cedar Fire Station or any substation will belong to the township(s) that own the building if this Agreement is ended or the Fire Department is liquidated.
 3. The Fire Board may assume the cost of a capital expense by all the townships for consideration by the townships. Approval of the expense requires a unanimous vote of the four townships.

Article 6. Insurance and Bonding

1. Cedar Area Fire and Rescue shall insure their own risk with respect to any casualty which damages the fire station or the equipment, supplies and other tangible personal property located therein.
2. Cedar Area Fire and Rescue shall obtain public liability insurance covering the fire station premises with a single limit of no less than \$1,000,000.00 per person and occurrence.
3. All real and personal property and equipment of the Fire Department shall be insured by Cedar Area Fire and Rescue in amounts not less than the replacement cost of similar property and equipment. The Fire Station and any substation shall be insured for replacement value. Monies recovered from insurance losses of real and personal property and equipment shall be payable to the townships holding title or deed to the property in the proportions of their ownership.

4. Workers' Compensation shall also be maintained by Cedar Area Fire and Rescue covering all fire personnel.
5. Personal injury and property damage insurance shall be maintained in not less than \$1,000,000 per occurrence.
6. The Fire Board shall obtain a fidelity bond to protect the member township's funds against fraudulent use.

Article 7 Expenditures

Expenditures from the Cedar Area Fire and Rescue Fund shall be made by the Fire Board Treasurer upon direction of the Fire Board unless there are inadequate monies in the fund for such expenditures. The hired bookkeeper shall supply an annual financial statement of the fund at the end of each fiscal year to the Fire Board. This annual statement shall be provided within 45 days of the end of the fiscal year.

Article 8 Implementation of the Agreement

This Agreement will take effect upon the affirmative vote of all 4 townships. The Fire Board members serving under the previous agreement shall continue to serve as the Fire Board under this Agreement in their current terms of office.

Article 9 Term of the Agreement

1. This Agreement shall continue for a term of 10 years from the date hereof, and then shall be automatically renewed for successive terms of 10 years each, unless written notice be given by resolution of a Township Board, at least 180 days prior to the end of any fiscal year of the Fire Department, of that Township's intent to withdraw from this Agreement of the appropriate fiscal year.
2. Withdrawal from this Agreement with a Township Board resolution of notice at least 180 days prior to the end of a fiscal year shall have the approval of 2 other townships. If 2 other townships do not approve the withdrawal, the Township requesting to withdraw shall remain in this Agreement and meet all the obligations of this Agreement through the end of the then current fiscal year and one more full fiscal year. At that time, that Township may withdraw without further approval required.
3. The withdrawing township is entitled to recover their equity in contributed unspent capital funds, minus any amounts owed to the Fire Department or the other Townships in relation to Fire Department operations, and titled property in the amount established at the time of withdrawal at the rate of 10% a year until the funds are recovered. The withdrawing township is not entitled to accrued interest on funds that remain with the Fire Department.

4. A township may be ejected from the Fire Board and this Agreement for good cause after notice, a hearing, and a vote to eject by the other 3 Townships. A township ejected for cause shall be entitled to recovery of equity, less amounts owed to the Fire Department or the other Township(s) in relation to Fire Department operations, using the formula described in Article 9 Section 3 above.
5. This Agreement may be reviewed at anytime upon the request of all 4 participating townships.
6. Any recommended changes require the approval of all 4 participating townships.
7. This Agreement may not be unilaterally terminated except in the manner prescribed in this article.

Article 10 Effect of Termination of this Agreement: Dissolution

1. Upon termination of this Agreement, the Fire Board and the Fire Department shall be considered dissolved and all activities of the Fire Board and the Fire Department created hereunder shall cease except as are necessary to carry out the terms of this Article.
2. Upon the dissolution, property held or used by the Fire Department shall be allocated and distributed in accordance with following:
 1. All property, of any nature, which is titled to or owned by a Township shall remain the property of that Township.
 2. All monies and funds, from whatever source, which are the property of the Fire Department shall be distributed between the Townships in same proportion as the Funding Formula (Article 3.1) currently in effect, after deducting any expenses associated with the dissolution of the Fire Board and the Fire Department.
 3. All property, other than that otherwise provided for in Article 10.2 (1) and (2), shall be divided between the Townships in accordance with the formula described in Article 3.1. The assets of the Fire Department (both real and personal property) shall be appraised to determine their fair market value. The Townships shall agree on the person(s) to conduct the appraisals. If the Townships cannot agree on the appraiser(s), then each Township may appoint an appraiser. All appraisers shall then meet and appoint one or more other persons to conduct the appraisals required herein. The distribution of these assets may be in money, services, or in equipment and property.

Article 11 Dispute Resolution

In the event of any dispute between the participating Township Boards concerning any provisions of this Agreement, such dispute shall be resolved as follows.

1. Step 1. Within 60 days of the initial date of the occurrence of such dispute, representatives of the four Township Boards shall meet and negotiate in the good faith in an attempt to resolve the dispute. By their unanimous agreement, the parties may waive Step 1, above, and proceed directly to the Step 2 mediation process below.

2. Step 2. If the dispute is not resolved by negotiation as provided in Step 1, above, the parties shall meet with a neutral third party mediator in an attempt to resolve the dispute. The mediator shall be mutually agreed to by the parties and may be selected from the list of civil mediators maintained by the ADR Clerk of the 13th Circuit Court or from a list of civil mediators maintained by the Conflict Resolution Services in Traverse City. If the parties are unable to agree on a mediator, the parties agree to permit the Conflict Resolution Services to select a mediator for them. The representatives of the 4 Township Boards shall meet with the mediator and participate in good faith in the mediation which, unless otherwise agreed to with the mediator, is to be conducted within 30 days of the selection of the mediator. The Townships shall evenly split the cost of the mediator, but each Township shall bear its own costs with respect to representation in any mediation proceeding.
3. Step 3. If the dispute is not resolved after Step 2, such dispute shall be resolved as follows. The participating Township's shall appoint an arbitrator within 6 weeks of receipt of notice from one of the participating Townships of the need for arbitration. If the Townships cannot agree on an arbitrator, they shall petition the Chief Judge of the 13th Circuit Court to name an arbitrator. The arbitrator shall conduct an investigation and hearing on the dispute as expeditiously as possible using the rules of the American Arbitration Association, and shall then render a written decision on the dispute. Such decision shall be binding upon the participating Townships and shall be enforceable where necessary in Circuit Court. The Townships shall evenly split the cost of the arbitrator, but each Township shall bear its own costs with respect to representation in any arbitration proceeding.
4. No Fire Department funds may be used to pay for resolving disputes between the Townships regarding this Agreement.

Article 12 Priority

The terms of this agreement shall govern and be superior to all bylaws, rules, policies, job descriptions and other written documents developed by the Fire Board, the Fire Chief, or any Fire Department personnel. In the case of a conflict between any such document and the terms of this agreement, this Agreement shall control and prevail.

Article 13 Indemnification

In accordance with MCL 691.1408 pertaining to any civil or criminal claims or actions against any representative, officer, employee, or volunteer fire person for events occurring during and within the scope of the person's authority and committed in the course of such person's employment or performance of authorized duties, each participating Township agrees to indemnify, defend, provide legal representation, and reimburse said person for 1/4 of such person's costs, awarded or settled damages and legal expenses not covered by the Fire Board's insurance. The extent and limitation of this support is more fully set forth in said MCL 691.1408.

Article 14 Agreement Processing

This Agreement shall be filed with the County Clerk and Michigan Secretary of State pursuant to the provisions of the Urban Cooperation Act of 1967, as amended.

Article 15 **Miscellaneous**

1. This Agreement and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and agreed upon assigns.
2. All notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective Township parties hereto at their respective township halls or such other address or addresses as shall be specified by the parties hereto from time to time, and may be served or transmitted in person or by ordinary mail properly addressed and with sufficient postage thereon.
3. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.
4. Waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or other provision of this Agreement.
5. If any section or provision of this Agreement is unenforceable for any reason, the enforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect.
6. It is contemplated that this Agreement will be executed in 4 counterparts, each of which shall constitute an enforceable Agreement.
7. This Agreement represents the entire understanding and agreement between the parties hereto. All prior oral or written understandings and agreements are merged herein and otherwise shall be of no further force or effect.
8. The captions in this Agreement are for convenience only and shall not be considered a part of this Agreement or in any way to amplify or modify the terms and provisions hereof.
9. This Agreement shall be enforceable only by the parties hereto and their successors in interest, by virtue of a permitted assignment, and no other person shall have the right to enforce any of the provisions contained herein.
10. The within Agreement may only be amended by mutual written amendment approved by each of the 4 Township Boards and signed by their respective Supervisors and Clerks.

Centerville, Cleveland, Kasson, and Solon Townships in Leelanau County, Michigan, have executed this Agreement by authority of their respective Township Boards granted by resolution of each of the said Boards as a duly called meeting set forth opposite their respective signatures.

CENTERVILLE TOWNSHIP
a municipal corporation

By: (name), Supervisor

By: (name), Clerk

CLEVELAND TOWNSHIP
a municipal corporation

By: (name), Supervisor

By: (name), Clerk

KASSON TOWNSHIP
a municipal corporation

By: (name), Supervisor

By: (name), Clerk

SOLON TOWNSHIP

By: (name), Supervisor

By: (name), Clerk

Township Board Resolution Approved on the following Respective Dates

Centerville Township: 20 --

Cleveland Township: 20 --

Kasson Township: 20 --

Solon Township 20 --

Centerville Township Policy for Payment of Stipends
for time spent on activities beyond the usual scope of duties
of Township Board and Commission Members
Approval Date

1. The Centerville Township Board of Trustees recognizes that on occasion members of the Board or one of the appointed Boards or Commissions may be asked or required to participate in a meeting or session representing the township or its interests that was not anticipated as part of the usual scope of duties for that position. Some examples of this would be officially representing the township on another community board, a request to represent the township at a public hearing, giving a deposition in a legal matter involving the township, or testifying in court in a matter involving the township. Because these situations do not readily fit the normal compensation schedule for the various boards and commissions, the Board of Trustees establishes the following policy to provide for some remuneration for these circumstances.
2. A member of the Township Board of Trustees may ask for a stipend under this policy. The request must be made at a regular meeting of the Board of Trustees. A request may be made prior to or after the occasion for which the member is seeking compensation. A request must be made no later than three months following the occasion to be eligible for compensation. The Board member's request must be approved by motion by a majority of the other Board members.
3. A member of an appointed Board or Commission may ask for a stipend under this policy by submitting the request to the township Supervisor who will determine if the request is appropriate and approve or deny the compensation. If the request is approved, the Supervisor will direct the Clerk to make the payment. A request may be made prior to or after the occasion for which the member is seeking compensation. A request must be made no later than three months following the occasion to be eligible for compensation.
4. If the request for a stipend by a member of an appointed Board or Commission is denied by the Supervisor, that member may appeal this decision to the Board of Trustees. If an appeal is requested, it will be placed on the agenda for the next regular meeting of the Board of Trustees. Upon hearing the appeal the Board, with the Supervisor abstaining, will make a motion to either uphold or overturn the Supervisor's decision by a majority vote of the other Board members.
5. The amount of the stipend will be determined annually at the beginning of the fiscal year. Mileage for travel outside of the township may be added to the stipend amount.
6. The amount of the compensation will be accounted for as wages in the budget of the relevant board or commission.
7. Compensation under this policy may only be claimed or made if compensation is not available under another township policy or previous budgetary decisions. Compensation under this policy may not be combined with other compensations made by the township or its agents.



James Schwantes <centervillesupervisor@gmail.com>

Per diems for court time

Lauren Teichner <lauren@envlaw.com>

Wed, Apr 5, 2023 at 12:52 PM

To: James Schwantes <centervillesupervisor@gmail.com>

Hi Jim,

It seems fine for the township to pay officials per diems for time spent in court or giving depositions. As long as there is **transparency**, there doesn't appear to be any legal reason why the township cannot do this. This is a matter of township policy. [Ideally, there would be a specific policy in place authorizing such per diems, so there would be even greater transparency around the payments]. Assuming this is for trustees or board members (as opposed to staff), and spending time in court or giving depositions is not part of their "job," or is considered work above and beyond the board meetings they are assigned to, then it is appropriate to pay per diems.

Courts generally find that municipalities have the power to expend public funds only for a **public purpose**. The Michigan Supreme Court has defined "public purpose" as having "for its objective the promotion of the public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants or residents within the municipal corporation, the sovereign powers of which are used to promote such public purpose." One test for determining a public purpose is whether the expenditure confers a direct benefit of reasonably general character to a significant part of the public.

So as long as there is clear value to the township / public derived from these court appearances and depositions, as well as transparency around the payment, it seems permissible to pay officials per diems for their additional time spent in court or giving depositions. If the township **doesn't** do this, it risks limiting the pool of people willing to serve the community, in case they have to miss work and other obligations for things they did not sign up for. So all in all, per diem payments seem like a benefit to the township / public.

Hope this helps! Please let me know if you have any other questions.

Best,

Lauren

--

Lauren Teichner

Attorney

OLSON, BZDOK & HOWARD, P.C.

Traverse City | Frankfort

Main office:



James Schwantes <centervillesupervisor@gmail.com>

Aquatic Invasive Species

3 messages

Nancy Popa <nanook551@gmail.com>

Mon, Apr 10, 2023 at 8:59 AM

To: Susan Och <lelandoch@gmail.com>, James Schwantes <centervillesupervisor@gmail.com>

Hi Susan and Jim,

I wanted to let you know that the idea for the Townships surrounding Lake Leelanau to pool their resources to build one boat wash station on the Cedar River and purchase invasive species signage for all Township boat access sites has failed to materialize. Solon Township which, would presumably be the owner of the new boat wash station, did not support the project.

The Aquatic Invasive Species Prevention Community Committee believes that it is very important to have signage at every Township boat access point. To that end, I would like to suggest that the Townships move forward with signage. The Lake Association can provide free 16"x24" turquoise signs (attached) or the Lake Association can assist in the printing of larger more informative signage (attached). A 36"x36" is approximately \$250 and can be customized at the bottom with your Township name. Of course, the same sign a bit smaller would be less. The cost does not include sign posts or installation. Please let me know if we can work together on this initiative.

On another note, the Lake Association would be happy to attend a Township Board Meeting and provide a 5 minute update on our efforts to control Eurasian watermilfoil. We feel that we are making great progress and are very optimistic for the future. Please let me know if you and your board would be interested in an update.

Lastly, I want to thank you for the time and energy you have spent entertaining the idea of working together on aquatic invasive species prevention. I truly appreciate your time and energy.

Nancy Popa
Vice President, Lake Leelanau Lake Association
231-944-9509

2 attachments

36x34 250⁰⁰ + Post

HELP STOP INVASIVE SPECIES!

FOLLOW THESE STEPS

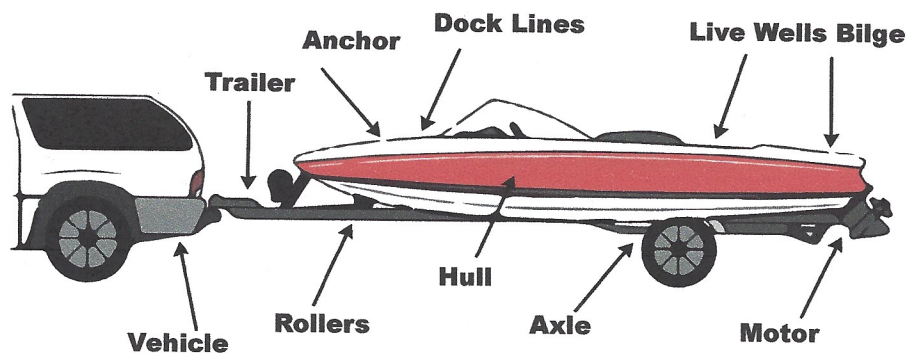
- CLEAN** boats, trailers and equipment.
- DRAIN** live wells, bilges, ballast tanks and all water by pulling drain plugs.
- DRY** boats and equipment.
- DISPOSE** of unwanted bait in the trash.

IT'S THE LAW

VIOLATION OF THE LAW IS A CIVIL INFRACTION.
VIOLATORS MAY BE SUBJECT TO FINES.

- DO NOT** launch or transport watercraft or trailers unless they are free of aquatic organisms, including plants.
- DO NOT** transport a watercraft without removing all drain plugs and draining all water from bilges, ballast tanks, and live wells.
- DO NOT** release unused bait into the water.

SEARCH THESE AREAS FOR INVASIVE SPECIES



This project was funded by the Michigan Clean Boats, Clean Waters program with Great Lakes Restoration Initiative funding

HELP STOP AQUATIC HITCHHIKERS!



Avoid spreading aquatic invasive species.

Recommended Actions:

- ✓ **CLEAN** boats, trailers and equipment
- ✓ **DRAIN** live wells, bilges and all water
- ✓ **DRY** boats and equipment
- ✓ **DISPOSE** of unwanted bait in the trash

IT'S THE LAW

Violation of the law is a state civil infraction. Violators may be subject to fines.

Do not launch a watercraft or place a trailer in the water if aquatic plants are attached.

Do not release unused bait into the water.

Do not transport water over land in bilges and live wells.

www.mi.gov/InvasiveSpecies



Michigan Department of
AGRICULTURE