

# **AGENDA**

## **CHOCOLAY TOWNSHIP BOARD**

Township Fire Hall Room  
May 13, 2024 – 5:30 P.M.

- I. MEETING CALLED TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL:** Richard Bohjanen (Supervisor), Max Engle (Clerk), Ben Zyburt (Treasurer), Dave Lynch, Kendra Symbal, Donald Rhein, Judy White (Trustees).
- IV. APPROVAL OF AGENDA – Additions/Deletions.**
- V. PUBLIC COMMENT**
- VI. CONSENT AGENDA**
  - A. Approve Minutes of Previous Meeting – Regular Meeting, April 8, 2024.
  - B. Approve Revenues and Expenditure Reports – First Quarter 2024.
  - C. Approve Revenues and Expenditure Reports – April 2024.
  - D. Approve Bills Payable, Check Register Reports – April 1, 12, and 24, 2024.
  - E. Approve Regular Payroll – April 11, and 25, 2024.
- VII. SUPERVISOR REPORT**
- VIII. CLERK’S REPORT**
- X. PUBLIC HEARING**
- XI. PRESENTATIONS**
- XII. UNFINISHED BUSINESS**
- XIII. NEW BUSINESS**
  - A. Consider Resurfacing of the Tennis Court.
  - B. Consider Scaffolding purchase for the Fire Hall.
  - C. Consider Marquette County Road Commission Management Fees for Shot Point.
  - D. Consider Sales of Surplus Items.
  - E. Consider FEMA Required Language for Ordinance #60.
  - F. Consider Contract with Monroe, Inc. for the Fabrication of Equipment Boxes for Fire Brush Truck.
  - G. Discuss Police Chief Interview Process, and Special Board Meeting May 21, 2024.
  - H. Discuss 2025 Budget Priorities and Timing.
  - I. Manager Update of Work Plan and Corporate Status.
- XIV. BOARD MEMBER’S COMMENTS**
- XV. PUBLIC COMMENT**
- XVI. CORRESPONDENCE, MEETING MINUTES AND INFORMATION.**
  - A. Minutes – Chocolay Township Planning Commission; Regular Meeting of April 15, 2024, Draft.
  - B. Minutes - Marquette County Solid Waste Management Authority; Regular Meeting of April 17, 2024.
  - C. Minutes - Marquette County Solid Waste Management Authority; Stockholder Meeting of April 17, 2024.

D. Minutes – Marquette Area Wastewater Treatment Facility Advisory Board; Regular Meeting of January 18, 2024, Draft.

E. Information – Chocolay Township Newsletter – April 2024.

**XVII. ADJOURNMENT**

April 8, 2024

The regular meeting of the Chocolay Township Board was held on Monday, April 8, 2024, in the Chocolay Township Fire Hall. Supervisor Bohjanen called the meeting to order at 5:30 p.m.

PLEDGE OF ALLEGIANCE.

TOWNSHIP BOARD.

PRESENT: Richard Bohjanen, Max Engle, Ben Zyburt, David Lynch

ABSENT: Don Rhein (excused), Judy White (excused), Kendra Symbal

STAFF PRESENT: William De Groot, Suzanne Sundell

APPROVAL OF AGENDA.

Lynch moved, Engle supported to approve the agenda as modified, adding the Treasurer's Report after the Clerk's Report.

MOTION CARRIED

PUBLIC COMMENT - NONE

CONSENT AGENDA

- A. Approve Minutes of Previous Meeting – Regular Meeting, March 11, 2024.
- B. Approve Revenue and Expenditure Reports – March 2024.
- C. Approve Bills Payable, Check Register Reports – March 6, 2024 (Check #'s 26718 – 26736, in the amount of \$26,340.34), March 6, 2024 (ACH 8A) in the amount of \$30,600.00, March 14, 2024 (Check #'s 26737 – 26755, in the amount of \$170,015.16), and March 28, 2024 (Check #'s 26756 – 26781, in the amount of \$90,629.08).
- D. Approve Bills Payable, Tax Disbursement Check Register Reports – March 18, 2024 (Check #'s 5066 – 5070, in the amount of \$1,666,375.01), and March 28, 2024 (Check #'s 5071 - 5079, in the amount of \$7,481.06
- E. Approve Bills Payable – Regular Payroll of March 14, 2024 (Check #'s DD4013 – DD4073 and Check #'s 11490 – 11495, Voided 11489), Federal, State, and MERS in the amount of \$59,000.37), and Regular Payroll of March 28, 2024 (Check #'s DD4074 – DD4107 and Check #'s 11496 – 11501. Federal, State, and MERS in the amount of \$52,237.92).

Zyburt moved, Lynch supported to approve the consent agenda as presented.

MOTION CARRIED

SUPERVISOR'S REPORT

Supervisor Bohjanen indicated we have been approved for two grants:

1. Feasibility study for solving the problem at the mouth of the Chocoy River. This grant is for \$112,000. RFP's for the study will be going out.
2. A \$15,000 grant for art in the tunnel under US 41 / M28, which will hopefully include artwork from local artists.

Supervisor Bohjanen also indicated that April 23<sup>rd</sup> is the deadline for submitting petitions for running for office on the August 6<sup>th</sup> primary. Packets are available at the office from Lisa Perry.

#### CLERK'S REPORT

Clerk Engle stated he had nothing to add.

#### TREASURER'S REPORT

Treasurer Zyburst stated that over the last quarter there were two CD's that matured. The first one was for \$250,000 at a rate of 3.15%, which was reinvested into a CD at 4.2% for two years. This results in an increase of \$2,875 in interest. The second one was for \$150,000 at a rate of 0.25%, which was reinvested for one year at 4.75%. This results in an increase of \$6,750. Total increase is \$9,625.

#### PUBLIC HEARING – FEMA FLOOD INSURANCE PROGRAM ORDINANCE

Public Hearing opened at 5:36 p.m. by Supervisor Bohjanen.

Supervisor Bohjanen stated that we have been participating in the FEMA Flood Insurance program for many years. There was a recent re-mapping of the areas in question and maps were presented to review. The maps have since been finalized and will take effect on June 6, 2024. One of the conditions is that we have to update our ordinance – this means accepting the map changes and having an agreement with the County building inspectors to monitor the compliance of the buildings and flood plains. Failure to accomplish the upgrading of the ordinance and acceptance of the flood plain maps would result in the program being cancelled, which would mean that FEMA flood insurance would not be available. The people needing flood insurance would be anyone in the danger zones that would want to borrow money from a federal lending institution in order to build.

No comments were received.

Public Hearing was closed at 5:39 p.m.

#### PRESENTATIONS – PETER WHITE LIBRARY

Andrea Ingmire, Library Director of Peter White Public Library gave a presentation of the annual report. In 2021, PWPL went through a strategic planning process, with the outcome being three major strategic priorities – Service, Expertise, and Sustainability. Books are the main thing they do, along with digital offerings, and circulation has increased. Ingmire spoke on the programming that is available. The library has also gone through a rebranding and has returned to the previous logo used in the early 2000's. The website has been redesigned. The library is also working on digitizing

different publications and collections. These are available through UPLINK. Financially, the library has started growing with endowments, which has helped balance the library budget. Upcoming things include the replacing of the front steps and a leaking issue. The library is requesting a renewal millage proposal be put on the ballot for the November election.

CONSIDER COUNTY FEMA FLOOD INSURANCE PROGRAM RESOLUTION

**Michigan community resolution and intergovernmental agreement to manage floodplain development for the national flood insurance program**

**Community A (NFIP community): Chocolay Township**

**Community/Entity B (enforcing agency): County of Marquette, Michigan**

**WHEREAS**, Community A (check the appropriate following box statement)  currently participates  desires to participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community; and

**WHEREAS**, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. Flood or Flooding means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.

2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the areas of flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.

3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).

4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

**WHEREAS**, the Stille-Derossett-Hale Single State Construction Code Act”, Act No. 230 of the Public Acts of 1972, as amended, (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

**WHEREAS**, by the action dates of this document Community/Entity B affirms/agrees on behalf of Community A to function as the designated enforcing agency to discharge the responsibility of administering, applying, and enforcing the construction code act and the state construction code, specifically the Michigan Residential Code and the Michigan Building Code, and the Michigan Rehabilitation Code for Existing Buildings to all development within Community A’s political boundaries, and

**WHEREAS**, Community A and Community/Entity B enforce floodplain regulations of the construction code act, and Community A wishes to ensure that the administration of that code complies with requirements of the NFIP, and

**NOW THEREFORE**, to maintain eligibility and continued participation in the NFIP,

1. Community A and Community/Entity B agree that Community/Entity B’s officially designated enforcing agency for the construction code act, the Marquette County Building Official, be directed to administer, apply, and enforce on Community A’s behalf the following floodplain management regulations as contained in the state construction code (including Appendix G) and to be consistent with those regulations, by:
  - a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area, and areas with potential flooding (Appendix G103.3), and
  - b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Appendix G103.2), and

- c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding (Appendix G103.1). Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, Community/Entity B shall implement the following applicable codes according to their terms:
    - i) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code.
    - ii) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code.
    - iii) Appendix G of the current Michigan Building Code.
    - iv) All appropriate portions and specifically the floodplain management regulation portions and referenced codes and standards of the current Michigan Rehabilitation Code for Existing Buildings.
  - d. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevation to which structures have been floodproofed (Appendix G103.9).
2. Community A and Community/Entity B agree that Community A will retain responsibility for the following:
- a. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations (Appendix G301.2); and

Advising FEMA of any changes in community boundaries, including appropriate maps.

3. Community A and Community/Entity B will split the following responsibilities:
- a. Assisting in the delineation of flood hazard areas (Community A); provide information concerning uses and occupancy of the floodplain or flood-related erosion areas (Community A), maintain flood proofing and lowest floor construction records (Community B), and cooperate with other officials, agencies, and persons for floodplain management (both).
4. Community A assures the Federal Insurance Administrator (Administrator) that it intends to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to assure Community A's compliant participation in the program.
5. Community A further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

**FURTHER BE IT RESOLVED**, both communities declare their understanding that, until this resolution is rescinded or Community A makes other provision to enforce the construction code act:

1. Community A and Community/Entity B must administer and enforce the construction code act in accordance with the terms and the conditions contained herein, and
2. For Community A to continue its participation in the NFIP, the construction code act must be administered and enforced according to the conditions contained herein.

**Community A:** \_\_\_\_\_ Date Passed: \_\_\_\_\_  
 Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Witness Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Community/Entity B:** \_\_\_\_\_ Date Passed: \_\_\_\_\_  
 Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Witness Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lynch moved, Zyburt supported to accept the FEMA Resolution and Intergovernmental Agreement as presented.

ROLL CALL VOTE

AYES: Lynch, Zyburt, Engle, Bohjanen

NAYS: None

ABSENT: White, Rhein, Symbal

RESOLUTION APPROVED

CONSIDER SECOND READ AND ADOPTION OF REVISED FEMA FLOOD INSURANCE PROGRAM ORDINANCE #60.

Zyburt moved, Lynch supported that after a first reading, public hearing, and second reading held April 8, 2024, the Chocolay Township Board approve proposed revised Ordinance #60 FEMA Flood Ordinance. The proposed revised Ordinance #60 shall take effect fifteen (15) days from the publication of the final draft within the Mining Journal and the posting on the Township Website.

ROLL CALL VOTE

AYES: Lynch, Zyburt, Engle, Bohjanen

NAYS: None

ABSENT: White, Rhein, Symbal

MOTION CARRIED

DISCUSSION COUNTY ORV ORDINANCE UPDATE

Supervisor Bohjanen indicated that Chocolay Township is currently opted out of the ORV Ordinance. Marquette County is looking to update their current ordinance and is looking for survey information. There is nothing from the County that is pushing us to opt in or opt out, but we will



have to decide before they rewrite the ordinance. Supervisor Bohjanen asked if the consensus at the moment is to remain opted out, or if we should hold a public hearing to make the decision. The Board was fine with opting out. Supervisor Bohjanen asked that the County be notified we would like to remain opted out.

#### CONSIDER NEW BATHROOM PROJECT AT BEAVER GROVE PARK.

Township Manager De Groot indicated that this is a three-step project. The bathroom facility at Beaver Grove is aged and subject to vandalism due to its location. The new bathroom will be moved closer to activity areas. Three different RFP's have been issued – removal, insert new, and electrical. This project has been budgeted for this year.

Lynch moved, Zyburt supported that the Chocolay Township Board approves staff recommendations to replace the restroom building at the Beaver Grove Park.

To complete this work the Township Board awards the following contracts:

1. The replace Vault Restroom to Boom Concrete, Inc. in the amount of \$44,455.75.
2. The pumping and removal of existing Vault Restroom to Carey-Sodergren, Inc. in the amount of \$8,417.00.
3. All associated electrical work to J. Wright & Co., Inc. in the amount of \$9,745.00.

#### ROLL CALL VOTE

AYES: Lynch, Zyburt, Engle, Bohjanen

NAYS: None

ABSENT: White, Rhein, Symbal

MOTION CARRIED

#### CONSIDER POLICE CHIEF PACKET.

Supervisor Bohjanen indicated that a packet has been put together. Legal counsel advises this should be a full Board decision, along with interviews. Board would like a prescreening process with interviews conducted with the top tier.

Township Manager De Groot gave an overview of the Police Chief vacancy. This process may take a month or two. He was seeking guidance from the Board as to timing. The May meeting may be too early – possibly a Special Meeting later in May to prepare for a June discussion. The Board is looking at May 21 or 22. Due to scheduling conflicts with the Fire Hall Meeting Room, this will be in the Township Meeting Room.

Lynch move,d Zyburt supported that a Special Meeting of the Township Board be scheduled for Tuesday, May 21, 2024 at 5:30 p.m. in the Township Hall for the purpose of a screening meeting regarding the Police Chief position. An alternative date will be scheduled for May 22, 2024.

MOTION CARRIED.

Manager De Groot indicated we will work on getting the information/packet out in trade magazines, Lake Superior Community Partnership, and our website.

**CONSIDER DONATING THE REMAINING NON-COMPLIANT FIRE DEPARTMENT SCBA'S.**

Engle moved, Lynch supported that the Chocolay Township Board approves staff recommendations to donate the remaining Fire Department SCBA's to Build Your Culture Training Company to be used for the training of Fire Fighters.

MOTION CARRIED

**CONSIDER THE REPLACEMENT OF A VENTILATION FAN USED DURING FIRES BY THE FIRE DEPARTMENT.**

Zyburt moved, Lynch supported that the Chocolay Township Board approves the Township Manager and Fire Chief to purchase a Super Vac, V18-BL-SP replacement ventilation fan for the Fire Department's use during structure fires. The purchase price is \$4,576.92. The purchase will be drawn from the existing Fire Department Capital budget.

MOTION CARRIED

**RECOGNITION OF BI-ANNUAL FIRE DEPARTMENT LEADERSHIP ELECTION.**

Lynch moved, Zyburt supported that the Chocolay Township Board recognize Lee Gould as the Chocolay Township Fire Chief in accordance with the Michigan Charter Township Act and the Chocolay Township Volunteer Fire Department's bi-annual elections.

MOTION CARRIED

**CONSIDER MARQUETTE COUNTY ROAD COMMISSION CONTRACT TO RE-PAVE SHOT POINT.**

Zyburt moved, Lynch supported that the Chocolay Township Board formally accept the Marquette County Road Commission Bid recommendation for Bacco Construction to repave Shot Point for the project amount of \$488,117.80.

MOTION CARRIED

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**MANAGER UPDATE OF WORK PLAN AND CORPORATE STATUS.**

Township Manager De Groot indicated that with the Road Commission contract, this will leave approximately \$200,000 in reserves in the Road Fund. With the success of last year, we may be able to consider some chip sealing when we look at our next budget. With Shot Point, we are looking at a layer of Geotech fabric, a layer of gravel, and then the pavement. Everything is on track, as the survey work was done last fall for Shot Point. No construction timeline yet.

Grant structures – we have received over \$375,000 for various projects from 2023 / 2024. This includes reimbursements for the televising of the sewers. We also received reimbursement for generators for the sewer. Passage of 2024 federal budget - \$112,000 for mouth of Chocolay. State budget grant of \$150,000 for radios for Police and Fire departments.

Reviewing grants for park improvements for next year through MDOT and DNR – Silver Creek Park and Chocolay River Park.

Audit – will have information by May or June meeting.

**BOARD MEMBER COMMENTS**

Don Rhein – Absent

Kendra Symbal – Absent

Judy White – Absent

Dave Lynch – glad we were able to donate the SCBA's

Ben Zyburt – None

Max Engle – None

Richard Bohjanen – None

**PUBLIC COMMENT - NONE**

Zyburt moved, Lynch supported that the meeting be adjourned.

**MOTION CARRIED**

The meeting was adjourned at 6:22 p.m.

**INFORMATIONAL REPORTS AND COMMUNICATIONS.**

- A. Minutes – Chocolay Township Planning Commission; Regular Meeting of March 18, 2024, Draft.
- B. Minutes – Marquette County Solid Waste Management Authority, Regular Meeting of March 20, 2024, Draft.
- C. Information – Chocolay Township Newsletter – March 2024.

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Max Engle, Clerk

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Richard Bohjanen, Supervisor

REVENUE AND EXPENDITURE REPORT FOR CHOCOLAY TOWNSHIP  
 PERIOD ENDING 03/31/2024  
 % Fiscal Year Completed: 24.86

ACCOUNT DESCRIPTION	2024		YTD BALANCE 03/31/2024	AVAILABLE BALANCE	% BDGT USED
	ORIGINAL BUDGET	2024 AMENDED BUDGET			
Fund 101 - GENERAL FUND					
000.000	2,707,924.00	2,707,924.00	220,660.33	2,487,263.67	8.15
TOTAL REVENUES	<u>2,707,924.00</u>	<u>2,707,924.00</u>	<u>220,660.33</u>	<u>2,487,263.67</u>	<u>8.15</u>
103.000 - TOWNSHIP BOARD	200,601.00	200,601.00	45,691.60	154,909.40	22.78
175.000 - TOWNSHIP SUPERVISOR	17,012.00	17,012.00	3,407.29	13,604.71	20.03
190.000 - ELECTION DEPARTMENT	76,293.00	76,293.00	20,927.83	55,365.17	27.43
202.000 - ASSESSOR	75,975.00	75,975.00	14,172.08	61,802.92	18.65
215.000 - CLERK	151,968.00	151,968.00	34,370.44	117,597.56	22.62
247.000 - BOARD OF REVIEW	2,828.00	2,828.00	868.50	1,959.50	30.71
253.000 - TREASURER	82,273.00	82,273.00	13,540.44	68,732.56	16.46
258.000 - TECHNOLOGY	52,000.00	52,000.00	13,337.49	38,662.51	25.65
265.000 - TOWNSHIP HALL & GROUNDS	63,675.00	63,675.00	7,615.48	56,059.52	11.96
285.000 - OTHER GENERAL GOVERNMENT	515,888.00	515,888.00	145,792.35	370,095.65	28.26
305.000 - POLICE DEPARTMENT	572,969.00	572,969.00	118,317.02	454,651.98	20.65
340.000 - FIRE DEPARTMENT	127,304.00	127,304.00	12,594.98	114,709.02	9.89
440.000 - STREETS	23,400.00	23,400.00	4,840.61	18,559.39	20.69
526.000 - SANITARY LANDFILL	36,400.00	36,400.00	1,169.79	35,230.21	3.21
708.000 - RECREATION & GRANTS	0.00	0.00	0.00	0.00	0.00
722.000 - COMMUNITY CENTER	0.00	0.00	0.00	0.00	0.00
756.000 - RECREATION AND PROPERTIES	192,885.00	192,885.00	36,655.53	156,229.47	19.00
800.000 - ZONING	80,343.00	80,343.00	29,598.38	50,744.62	36.84
805.000 - ZONING/PLANNING COMMISSION	13,400.00	13,400.00	1,834.63	11,565.37	13.69
815.000 - ZONING/APPEALS BOARD	4,713.00	4,713.00	0.00	4,713.00	0.00
TOTAL EXPENDITURES	<u>2,289,927.00</u>	<u>2,289,927.00</u>	<u>504,734.44</u>	<u>1,785,192.56</u>	<u>22.04</u>
Fund 101 - GENERAL FUND:					
TOTAL REVENUES	<u>2,707,924.00</u>	<u>2,707,924.00</u>	<u>220,660.33</u>	<u>2,487,263.67</u>	<u>8.15</u>
TOTAL EXPENDITURES	<u>2,289,927.00</u>	<u>2,289,927.00</u>	<u>504,734.44</u>	<u>1,785,192.56</u>	<u>22.04</u>
NET OF REVENUES & EXPENDITURES	<u>417,997.00</u>	<u>417,997.00</u>	<u>(284,074.11)</u>	<u>702,071.11</u>	<u>67.96</u>

REVENUE AND EXPENDITURE REPORT FOR CHOCOLAY TOWNSHIP  
 PERIOD ENDING 04/30/2024  
 % Fiscal Year Completed: 33.06

ACCOUNT DESCRIPTION	2024		YTD BALANCE 04/30/2024	AVAILABLE BALANCE	% BDGT USED
	ORIGINAL BUDGET	2024 AMENDED BUDGET			
Fund 101 - GENERAL FUND					
000.000	2,707,924.00	2,707,924.00	323,495.38	2,384,428.62	11.95
TOTAL REVENUES	<u>2,707,924.00</u>	<u>2,707,924.00</u>	<u>323,495.38</u>	<u>2,384,428.62</u>	<u>11.95</u>
103.000 - TOWNSHIP BOARD	200,601.00	200,601.00	62,567.53	138,033.47	31.19
175.000 - TOWNSHIP SUPERVISOR	17,012.00	17,012.00	4,543.05	12,468.95	26.70
190.000 - ELECTION DEPARTMENT	76,293.00	76,293.00	21,929.90	54,363.10	28.74
202.000 - ASSESSOR	75,975.00	75,975.00	18,807.08	57,167.92	24.75
215.000 - CLERK	151,968.00	151,968.00	45,905.43	106,062.57	30.21
247.000 - BOARD OF REVIEW	2,828.00	2,828.00	868.50	1,959.50	30.71
253.000 - TREASURER	82,273.00	82,273.00	26,675.46	55,597.54	32.42
258.000 - TECHNOLOGY	52,000.00	52,000.00	15,360.12	36,639.88	29.54
265.000 - TOWNSHIP HALL & GROUNDS	63,675.00	63,675.00	11,535.86	52,139.14	18.12
285.000 - OTHER GENERAL GOVERNMENT	515,888.00	515,888.00	173,731.70	342,156.30	33.68
305.000 - POLICE DEPARTMENT	572,969.00	572,969.00	154,893.17	418,075.83	27.03
340.000 - FIRE DEPARTMENT	127,304.00	127,304.00	29,652.45	97,651.55	23.29
440.000 - STREETS	23,400.00	23,400.00	6,608.96	16,791.04	28.24
526.000 - SANITARY LANDFILL	36,400.00	36,400.00	1,459.72	34,940.28	4.01
708.000 - RECREATION & GRANTS	0.00	0.00	0.00	0.00	0.00
722.000 - COMMUNITY CENTER	0.00	0.00	0.00	0.00	0.00
756.000 - RECREATION AND PROPERTIES	192,885.00	192,885.00	50,010.26	142,874.74	25.93
800.000 - ZONING	80,343.00	80,343.00	39,358.24	40,984.76	48.99
805.000 - ZONING/PLANNING COMMISSION	13,400.00	13,400.00	3,221.83	10,178.17	24.04
815.000 - ZONING/APPEALS BOARD	4,713.00	4,713.00	0.00	4,713.00	0.00
TOTAL EXPENDITURES	<u>2,289,927.00</u>	<u>2,289,927.00</u>	<u>667,129.26</u>	<u>1,622,797.74</u>	<u>29.13</u>
Fund 101 - GENERAL FUND:					
TOTAL REVENUES	<u>2,707,924.00</u>	<u>2,707,924.00</u>	<u>323,495.38</u>	<u>2,384,428.62</u>	<u>11.95</u>
TOTAL EXPENDITURES	<u>2,289,927.00</u>	<u>2,289,927.00</u>	<u>667,129.26</u>	<u>1,622,797.74</u>	<u>29.13</u>
NET OF REVENUES & EXPENDITURES	<u>417,997.00</u>	<u>417,997.00</u>	<u>(343,633.88)</u>	<u>761,630.88</u>	<u>82.21</u>

04/01/2024 CHECK REGISTER FOR CHOCOLAY TOWNSHIP  
CHECK DATE FROM 04/01/2024 - 04/01/2024

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL CHECKING				
04/01/2024	GEN	26782	BARAGA TELEPHONE COMPANY	2.14
04/01/2024	GEN	26783	CARQUEST OF MARQUETTE	88.99
04/01/2024	GEN	26784	HOTSY CLEANING SYSTEMS, INC	319.90
04/01/2024	GEN	26785	JEFFERSON FIRE & SAFETY	9,974.31
04/01/2024	GEN	26786	MESC-STATE OF MICHIGAN	2,261.00
04/01/2024	GEN	26787	PITNEY BOWES, INC	1,005.00
04/01/2024	GEN	26788	UP TASER	<u>540.00</u>

GEN TOTALS:			
Total of 7 Checks:			
Less 0 Void Checks:			
Total of 7 Disbursements:			
			14,191.34
			<u>0.00</u>
			<u>14,191.34</u>

**GENERAL FUND        \$ 14,191.34**

**\$ 14,191.34**

04/12/2024 CHECK REGISTER FOR CHOCOLAY TOWNSHIP  
 CHECK DATE FROM 04/12/2024 - 04/12/2024

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL CHECKING				
04/12/2024	GEN	26789	ACE HARDWARE	15.99
04/12/2024	GEN	26790	ADVANCED AUTO PARTS	450.20
04/12/2024	GEN	26791	ALGER-DELTA CO-OPERATIVE	2,090.08
04/12/2024	GEN	26792	BENSINGER, COTANT, & MENKES,PC	2,785.00
04/12/2024	GEN	26793	CAREY-SODERGREN, INC.	400.00
04/12/2024	GEN	26794	CITY OF MARQUETTE	450.00
04/12/2024	GEN	26795	ELAN FINANCIAL SERVICES	1,052.30
04/12/2024	GEN	26796	GALLS - LLC	21.06
04/12/2024	GEN	26797	KONICA MINOLTA BUSINESS	761.09
04/12/2024	GEN	26798	MENARDS	411.90
04/12/2024	GEN	26799	MINING JOURNAL	668.04
04/12/2024	GEN	26800	NMPA	50.00
04/12/2024	GEN	26801	PENINSULA FIBER NETWORK LLC	508.30
04/12/2024	GEN	26802	POMP'S TIRE SERVICE, INC.	54.50
04/12/2024	GEN	26803	QUICK TROPHY	72.00
04/12/2024	GEN	26804	SUPERIOR ALLIANCE FOR	250.00
04/12/2024	GEN	26805	TOTAL TOOL	204.67
04/12/2024	GEN	26806	U P ENERGY SYSTEMS	200.00
04/12/2024	GEN	26807	VERIZON	329.74
04/12/2024	GEN	26808	WASTE MANAGEMENT OF WI-MN	289.93
04/12/2024	GEN	26809	WEX BANK	2,572.15

GEN TOTALS:

Total of 21 Checks:	13,636.95
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	<u>13,636.95</u>

<b>GENERAL FUND</b>	<b>\$ 11,662.88</b>
<b>SEWER FUND</b>	<b>\$ 1,974.07</b>
	<b>\$ 13,636.95</b>

04/24/2024

CHECK REGISTER FOR CHOCOLAY TOWNSHIP  
CHECK DATE FROM 04/24/2024 - 04/24/2024

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL CHECKING				
04/24/2024	GEN	26810	AMAZON CAPITAL SERVICES	419.65
04/24/2024	GEN	26811	ANDERSON, TACKMAN & CO.	13,050.00
04/24/2024	GEN	26812	CAREY-SODERGREN, INC.	8,417.00
04/24/2024	GEN	26813	CARQUEST OF MARQUETTE	66.58
04/24/2024	GEN	26814	CITY OF MARQUETTE	5,817.15
04/24/2024	GEN	26815	DALCO	163.38
04/24/2024	GEN	26816	DELTA DENTAL	1,050.40
04/24/2024	GEN	26817	ELISABETH NORRIS-HARR	19.99
04/24/2024	GEN	26818	JESSE WRIGHT	9,745.00
04/24/2024	GEN	26819	LASCO DEVELOPMENT CORPORATION	735.74
04/24/2024	GEN	26820	MARQUETTE AREA 4TH OF JULY	1,000.00
04/24/2024	GEN	26821	MARQUETTE BD OF LIGHT & POWER	3,866.44
04/24/2024	GEN	26822	MEDICAL AIR SERVICES ASSOCIATION	180.00
04/24/2024	GEN	26823	MENARDS	1,094.40
04/24/2024	GEN	26824	MENARDS	274.78
04/24/2024	GEN	26825	MOTOROLA SOLUTIONS, INC.	3,636.88
04/24/2024	GEN	26826	PRINTING SYSTEMS	1,002.07
04/24/2024	GEN	26827	RINGCENTRAL INC	717.48
04/24/2024	GEN	26828	SBAM PLAN	15,504.76
04/24/2024	GEN	26829	SEMCO ENERGY GAS COMPANY	1,347.04
04/24/2024	GEN	26830	SIGNS UNLIMITED	85.00
04/24/2024	GEN	26831	STANDARD INSURANCE COMPANY	1,019.80
04/24/2024	GEN	26832	SUPERIOR FAST LUBE & WASH	250.00
04/24/2024	GEN	26833	TOTAL TOOL	204.67
04/24/2024	GEN	26834	VERIZON	196.94
04/24/2024	GEN	26835	VSP-VISION SERVICE PLAN	647.40

GEN TOTALS:

Total of 26 Checks:	70,512.55
Less 0 Void Checks:	0.00
Total of 26 Disbursements:	70,512.55

<b>GENERAL FUND</b>	<b>\$ 36,063.20</b>
<b>CAPITAL FUND</b>	<b>\$ 21,798.88</b>
<b>SEWER FUND</b>	<b>\$ 12,650.47</b>
	<b>\$ 70,512.55</b>







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**Suggested Resolution:**

Meeting: May Board Meeting

Date: 4/23/2024

**Suggested Motion:**

\_\_\_\_\_ Moved; \_\_\_\_\_ Supported that the Chocolay Township Board approves the expenditure of not more than \$25,000.00 to resurface the tennis/pickleball courts at Silver Creek Recreation Area.

Vote:



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## Issue Brief:

Meeting: Discussion May Board Meeting

Date: 4/23/2024

### Issue Summary:

Should the Township Board spend capital money out of the recreation fund to resurface the tennis/pickleball court at Silver Creek Recreation Area.

### Background:

Six years ago, the Township received a DNR passport grant to reconstruct the tennis courts at Silver Creek Recreation Area. Staff released an RFP and bids came back substantially higher than estimated so the scale of work needed to decrease. It was negotiated upon by the Township, DNR and lowest bidding contractor to move forward with the reconstruction of the south courts and to leave the north courts as is. In those negotiations it was agreed to cut the acrylic topcoat and to paint lines for tennis and pickleball.

After reconstruction was completed, the courts were full every day. The pickleball players typically used it from 8 in the morning until close to noon. After noon, it was typically used by the tennis players. It was by far the hottest place to play, and everyone wanted to use the new courts. The following year we noticed the usage drop substantially during the morning hours. Tennis players still occupied the courts from the afternoon hours into the evening. Currently it is rare to see people playing pickleball while it is still common to see tennis being played there.

Staff was approached by the local pickleball ambassador to add more pickleballs courts onto the current space. Staff met with the ambassador onsite to discuss further and look at options to add more courts. After we measured the current space, we would have room for the two current tennis courts and a total of eight pickleball courts. It was agreed upon by the ambassador and staff that eight courts would be too much, and the courts would be too close together for safety concerns of people running into each other. For proper spacing between players and boundaries, four pickle ball courts would be ideal and safest for the players.

The topic of portable nets was the next discussion point. Portable nets cost approximately \$100.00 each, a box to store the nets in would cost approximately \$200.00. The portable nets typically last a year before they need to be replaced. The box would need to stay open for the public's use, leaving theft or vandalism a serious issue. There is no good way to secure the box, which leaves the box vulnerable to theft and vandalism as well.

The local pickle ball association has portable fencing along with "official portable lines" that they could bring with them and set up the way they need for drop in pickleball games. It was agreed upon between the ambassador and staff that the best course of action would be to resurface the current courts with an acrylic coating to protect the blacktop surface from the sun and to paint the lines the way they are now leaving us two tennis and two pickleball courts.

**Analysis:**

The easiest and most cost-effective way to provide the residents of Chocolay Township the opportunity for tennis and pickleball is to protect the current blacktop surface with an acrylic coating and to make no changes to lines for tennis and pickleball courts.

We will also make it known to the local pickleball association the use of their portable nets and lines are permitted for use on our courts.

**Recommendation:**

Staff suggests to the Township Board that the expenditure of no more than \$25,000.00 that was budgeted this year out of the recreation capital improvement fund be authorized to resurface the tennis courts and paint new lines for tennis and pickleball.

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Author: Brad Johnson

Date: 4/23/2024



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**Suggested Resolution:**

Meeting: May Board Meeting

Date: 4/23/2024

**Suggested Motion:**

\_\_\_\_\_ Moved; \_\_\_\_\_ Supported that the Chocolay Township Board approves to reallocate no more than \$2000.00 out of the Township Hall and Grounds Capital Improvement Fund to purchase new scaffolding.

And,

\_\_\_\_\_ Moved; \_\_\_\_\_ Supported that the Chocolay Township Board approves to declare the old scaffolding as surplus.

Vote:



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## Issue Brief:

Meeting: Discussion May Board Meeting

Date: 4/23/2024

### **Issue Summary:**

Should the Township Board reallocate capital money out of the hall and grounds fund to purchase new scaffolding?

### **Background:**

The public works department has a very old set of scaffolding that is unusable because it does not meet OSHA standards. The current scaffolding is not compatible with today's scaffolding so ordering the pieces needed to make it compliant is not possible. Scaffolding is a very important piece of equipment for Public Works that we use on all sorts of projects.

In this year's budget, we have \$25,000.00 set aside to replace carpet in the Township which will not be used this year, that could be reallocated for the purchase of new scaffolding that meets all OSHA standards.

### **Analysis:**

Without scaffolding, we would need to rent equipment that allows us to complete projects/maintenance items above ladder limitations which is needed at least five times per year.

### **Recommendation:**

Staff suggests to the Township Board that the expenditure of no more than \$2,000.00 that was budgeted for carpeting this year be reallocated to purchase new scaffolding out of the Township Hall & Grounds capital improvement fund.

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Author: Brad Johnson

Date: 4/23/2024



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**Suggested Resolution:**

Meeting: March Board Meeting

Date: 4/29/2024

**Suggested Motion:**

\_\_\_\_\_ Moved; \_\_\_\_\_ Supported that the Chocolay Township Board approves the expenditure of \$14,643.53 out of the road milage fund to be paid to the Marquette County Road Commission for their services.

Vote:



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## Issue Brief:

Meeting: Discussion May Board Meeting

Date: 2/26/2024

### Issue Summary:

Should the Township Board amend the contract with the Marquette County Road Commission to pay for the 3% overhead costs.

### Background:

Approximately 20 years ago and prior, the Marquette County Road Commission was in the paving business and would bid on paving projects throughout the county. When road work would arise in the Township, the Township would hire an engineering firm for paving projects we wished to proceed with. The hired engineer would recommend how fix to the road, solicit the RFP and be the onsite project manager for any contracted work we entered.

After the road commission got out of the paving side of the work, they entered an agreement with local jurisdictions that they would provide engineering services, solicit RFP's, coordinate all work the municipality and be the project manager for all the work contracted for 3% of the total contracted price to be billed to the municipality. By the road commission bidding multiple projects out each year, it helps the municipalities secure the best rates possible.

### Analysis:

At the April 8<sup>th</sup> Township Board meeting, the Board unanimously voted to formally accept the Marquette County Road Commission bid recommendation to Bacco Construction to repave Shot Point Road in the amount of \$488,117.80. What staff forgot to include was the Marquette County Road Commissions 3% overhead cost which would be \$14,643.53 for this year's work.

### Recommendation:

Staff suggests to the Township Board that the expenditure of \$14,643.53 to be included in the paving project for Shot Point Road to be paid to the Marquette County Road Commission for their services they provide. The road capital improvement fund has sufficient funds to cover this cost along with the cost provided at last months meeting for Bacco Constructions contract.

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Author: Brad Johnson

Date: 4/29/2024





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**Suggested Resolution: Consider Surplus Items and Auction**

Meeting: May Board Meeting

Date: May 1, 2024

**Suggested Motion:**

\_\_\_\_\_ Moved; \_\_\_\_\_ Supported that the Chocolay Township Board declares the following items as surplus;

- 2005 John Deere X540 lawn tractor
- Two Stihl FS 55R weed whips
- Two basketball backboards with hoops
- Two double swing, swing sets
- 7ft slide
- Two half-moon climbers

**Suggested Motion:**

\_\_\_\_\_ Moved; \_\_\_\_\_ Supported that the Chocolay Township Board authorizes the above mention surplus items to be auctioned off to the highest bidder using the sealed bid method any the money received from the auction go back into the recreation capital fund.

Vote:



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## **Issue Brief: Consider Surplus Items and Auction**

Meeting: Discussion May Board Meeting

Date: 5/1/2024

### **Issue Summary:**

Should the Township consider declaring old maintenance equipment and old playground equipment surplus and approve auctioning everything off?

### **Background:**

Up until 2018, public works historically hired a seasonal summer employee to help maintain the recreation areas. In 2018 the Township purchased its first commercial grade zero turn lawn mower. This new mower was built way more solid than the older style we were accustomed to purchasing. The mower was able to mow a recreation area three times faster than the old style. This new mower was so much more efficient that we ordered a second unit in 2019 and eliminated the need to hire a summer employee. In 2023, we purchased two new Stihl weed whips to replace our two older models that were being repaired more than used.

We now have a John Deere X540 lawn tractor and two Stihl gas powered weed whips that are no longer used and are taking up valuable space in a shed.

In 2015, the Township applied for and received a grant to improve the Lions field. With that grant the parking lot was improved, a new restroom installed, ADA paths installed, a pavilion was built, and a trail to the Iron Ore Heritage Trail was put in. With the improvements made it eliminated the basketball court that was originally there and took up any available space for a playground leaving us with two basketball backboards and hoops, a slide, double bank swing set, and two half-moon climbers that we do not have a need for. The playground equipment is also outdated and not certified under the public playground safety handbook that was approved by the U.S. Consumer Product Safety Commission.

### **Recommendation:**

Staff is suggesting to the Township Board to declare the John Deere X540, two Stihl weed whips and the playground equipment as surplus and hold a public sealed bid auction to get rid of the surplus items. All money collected from the auction shall go directly back to the recreation capital fund.

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Author: Brad Johnson

Date: 5/1/2024



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**Suggested Motion: Proposed Revised FEMA Flood Ordinance #60**

Meeting: May Board Meeting

Date: May 13, 2024

**Suggested Motion:**

\_\_\_\_\_ Moved; \_\_\_\_\_ Supported that after a first reading, public hearing, second reading held April 8, 2024, and Final Review by FEMA Staff, the Chocolay Township Board approve proposed revised Ordinance #60 FEMA Flood Ordinance. The proposed revised Ordinance #60 shall take effect fifteen (15) days from the publication of the final draft within the Mining Journal and the posting on the Township Website.

Roll Call Vote:



## Charter Township of Chocolay

### Planning and Zoning Department

5010 US 41 South

Marquette, MI 49855

Phone: 906-249-1448

Fax: 906-249-1313

**Issue Brief:** Ordinance 60 Floodplain Management FEMA Review and Change

**Meeting: Township Board Meeting**

**Date: May 13, 2024**

### Issue Summary

Should the Board consider the mandatory changes to Ordinance #60 based on a final review from FEMA Staff?

### Background

On December 6, 2023, the FEMA sent the Township a letter stating that the appeal period had ended, and that the maps would be adopted on June 6, 2024. As part of that process, the Township is required to update the Township's floodplain management ordinance that shows the adoption of minimum FEMA statutory requirements and any resolutions that involve floodplain management intergovernmental agreements regarding building in the flood plain. Both must be presented to FEMA for approval prior to June 6; otherwise, the Township will be suspended from the NFIP, which would affect insurance rates for property owners participating in the program.

The Township Board took local action on the new Draft Ordinance and the local governmental agreement with Marquette County during the April Board Meeting. The packet was sent to FEMA for final review. FEMA staff sent the Ordinance Draft back with two edits:

1. First in in the Introduction Section:

### Section 1 Designated Enforcing Agency

Pursuant to the provisions of the State Construction Code, in accordance with Section 125.150 8b(6) of the Act, the Resource Management Development Department of the County of Marquette, Michigan, is hereby designated as the enforcing agency to discharge the responsibility of the Charter Township of Chocolay under the Act.

~~The County of Marquette, Michigan assumes responsibility for the administration and enforcement of the Act throughout the corporate limits of the Charter Township of Chocolay. The Marquette County Building Official and the Charter Township of Chocolay's Planning and Zoning Administrator will coordinate the administration and enforcement of the Act throughout the corporate limits of the Charter Township of Chocolay per the intergovernmental agreement between Marquette County and the Charter Township of Chocolay.~~

2. The Second was a simple spelling error for one of the Map panels:

3. [The Flood Insurance Rate Maps (FIRMS) panel numbers dated April 19, 2016:

- ~~26103C075D~~26103C705D
- 26103C710D
- 26103C720D
- 26103C740D
- 26103C745D



## **Staff Recommendations**

Staff is asking the Board to review the attached Final FEMA reviewed Ordinance #60 for final adoption.

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Author: Dale Throenle

Date: May 8, 2024

## **Attachments**

1. *Proposed Ordinance 60 Floodplain Management with highlighted revisions*

# ORDINANCE 60 FLOODPLAIN MANAGEMENT

An ordinance to designate an enforcing agency to discharge the responsibility of the Charter Township of Chocolay, Marquette County, Michigan for floodplain construction, and to designate regulated flood hazard areas under the provisions of the Stille-Derossett-Hale Single State Construction Code Act, Act 230 of 1972 (known as the Act), as amended.

**The Charter Township of Chocolay ordains:**

## Section 1 Designated Enforcing Agency

Pursuant to the provisions of the State Construction Code, in accordance with Section 125.150 8b(6) of the Act, the Resource Management Development Department of the County of Marquette, Michigan, is hereby designated as the enforcing agency to discharge the responsibility of the Charter Township of Chocolay under the Act.

~~The County of Marquette, Michigan assumes responsibility for the administration and enforcement of the Act throughout the corporate limits of the Charter Township of Chocolay. The Marquette County Building Official and the Charter Township of Chocolay's Planning and Zoning Administrator will coordinate the administration and enforcement of the Act throughout the corporate limits of the Charter Township of Chocolay per the intergovernmental agreement between Marquette County and the Charter Township of Chocolay.~~

## Section 2 State Building Code Enforcement

Pursuant to the provisions of the State Construction Code, in accordance with the Act, Appendix G of the *Michigan Building Code* shall be enforced by the enforcing agency within the jurisdiction of the Charter Township of Chocolay.

## Section 3 Designation of Regulated Flood Prone Hazard Areas

The documents adopted as references for the purposes of administration of the Michigan construction code and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the *Flood Hazards* section of Table R301.2(1) of the *Michigan Residential Code* are as follows:

1. The Federal Emergency Management Agency (FEMA) flood insurance study titled *Marquette County, Michigan (All Jurisdictions)*, dated June 6, 2024.
  2. The Flood Insurance Rate Maps (FIRMS) panel numbers dated June 6, 2024:
    - 26103CIND0B (County map index)
    - 26103C0513E, version number 2.5.3.6
    - 26103C0545E, version number 2.5.3.6
    - 26103C0701E, version number 2.5.3.6
    - 26103C0702E, version number 2.5.3.6
    - 26103C0706E, version number 2.5.3.6
    - 26103C0707E, version number 2.5.3.6
    - 26103C0726E, version number 2.5.3.6
    - 26103C0730E, version number 2.5.3.6
    - 26103C0735E, version number 2.5.3.6
    - 26103C0755E, version number 2.5.3.6
    - 26103C0765E, version number 2.5.3.6
-

3. The Flood Insurance Rate Maps (FIRMS) panel numbers dated April 19, 2016:
  - [26103C075D](#)~~26103C705D~~
  - 26103C710D
  - 26103C720D
  - 26103C740D
  - 26103C745D

## Section 4 Repeals

All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

## Section 5 Publication

This ordinance shall be effective June 6, 2024, after legal publication and in accordance with the provisions of the Act governing same.





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**Suggested Vote: Fire Department Purchase Wildland/Rescue Truck Box**

Meeting: Board Meeting May 9, 2024

**Suggested Resolution:**

**Motion By:** \_\_\_\_\_ **Supported By:** \_\_\_\_\_ authorizing the Township Manager to work with the Fire Department to purchase a new Brand FX box for the Wildland Rescue Truck from Monroe Truck Equipment.

Simple Vote





## Chocolay Township Fire-Rescue

5010 U.S. 41 S.  
Marquette, MI 49855  
(906) 249-1448

Email: [fire@chocolay.org](mailto:fire@chocolay.org)  
<http://www.chocolay.org/fire/fire.php>

### Issue Brief: Fire Department Wildland/Rescue Truck

Meeting: Discussion May Board Meeting

Date: 05.9.2024

#### Issue Summary:

Should the Fire Department purchase the rear box for their Wildland Rescue Truck from Monroe Truck Equipment?

#### Background:

Earlier this year, the Chocolay Township Board approved the fire department to purchase a new Wildland Rescue Truck. The truck has been ordered from Ford with expected delivery in the latter part of 2024. Since the fire department is putting the truck together by researching each portion of the truck, the next major component is the rear box that is attached to the chassis of the truck.

#### Analysis:

The rear box carries our fire equipment and water skid unit. Rear wildland fire truck boxes are purpose built per customer based on their needs. We received information and quotations from Red Power Diesel, Brand FX (Monroe Dealer) and BFX Fire Apparatus.

We reviewed custom made steel boxes that are made for the Wildland Fire Service. Red Power Diesel purpose builds these boxes with each box to fit customers apparatus and needs. These boxes are strong and last as long as the truck. They are heavy however, thus reducing our gross weight rating payload capacity.

Research was also conducted on fiberglass composite boxes. These are lightweight, durable and strong allowing ongoing heavy use. Two companies make these box types that are very similar. BFX Fire Apparatus and Brand FX both sell very similar composite boxes with the difference being BFX Fire Apparatus boxes are custom modified for Wildland Fire Trucks and Brand FX boxes are for Utility Divisions. After reviewing both composite boxes, the Brand FX composite box will work for the fire department with it being so similar to the BFX boxes that are more standard to the Wildland Fire Service.

Red Power and Monroe provided the fire department with quotations sent to us. BFX Fire Apparatus gave us a verbal quote of \$95,000 for the box to be manufactured and sent to us.

#### Recommendation:

After reviewing the information and quotations from the three companies, it is recommended that the Board review the Fire Department request to purchase the rear truck box for our Wildland Rescue Truck from Monroe Truck Equipment and continue to allow the Township Manager to sign the purchase authorization documents.

Author: Lee Gould

Date: 05/09/24



1601 E 29th Street  
 Marshfield, WI 54449  
 Sales Rep: Tom Schartner  
 Ph: (715) 558-1165  
 www.MonroeTruck.com

# XIII.F.3 J.O. #

Quotation ID: 1JAK005716  
 Date: 2/21/2024  
 Valid thru: 3/22/2024  
 Terms: C.O.D.  
 Quoted by: Julie Katzner  
 Ph/Fax: 715-502-9076 / 715-387-3952

**Quoted to:**

CHOCOLAY TWP FIRE/RESCUE (ATTN: Chad Laurich)

MARQUETTE, MI

Ph: 906-236-4440 / Fax:

Email: claurich@live.com

**Chassis Information**

Year: 2024	Make: FORD	Model: F-550	Chassis Color:	Cab Type: CREW
Single/Dual: DRW	CA: 60.0	CT: -1.0	Wheelbase: 179.0	Engine: GAS
F.O. Number #:			Vin:	

**Notes:**

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
<b>BRAND FX SERVICE BODY:</b>	
- 106.625" LONG X 94" WIDE X 40" HIGH, 20" DEEP COMPARTMENTS	
- COMPOSITE BODY CONSTRUCTION	
- STEEL UNDERSTRUCTURE	
- CUSTOM ORANGE GEL COAT EXTERIOR	
-ALUMINUM TAILSKIRT	
- SMOOTH ALUMINUM HEADER PANEL	
- STEEL TREADPLATE FLOOR	
- ROTARY LATCH STANLESS STEEL	
- FULL LENGTH ALUMINUM DRIP RAIL	
- CLEAR VINYL ROCK GUARDS	
- FULL LED LIGHT PACKAGE (S,T,T, MARKER & BACKUP LIGHT)	
- VINYL COATED DOOR STOP CABLES	
- L.E.D FMVSS 108 LIGHT PACKAGE IN BODY END PANELS	
- BACKUP ALARM	
- BACK UP CAMERA	
- DELIVERED TO FIRE DEPT.	
COMPARTMENT SET UP:	
- STREET FRONT WITH 2 ADJUSTABLE SHELVES W/DIVIDERS	
- STREET HORIZONTAL COMPARTMENT WITH DIVIDER TRAY	
- STREET REAR COMPARTMENT WITH 2 ADJUSTABLE SHELVES W/DIVIDERS	
- CURB FRONT COMPARTMENT 2 ADJUSTABLE SHELVES W/DIVIDERS	
- LONG CURB HORIZONTAL COMPARTMENT	
- GALVANIZED SURE STEP BUMPER W/PINTLE RECESS	
- F/G TOP BOX SIDE OPENING X 2	
2.5" RECEIVER TUBE, CLASS 5 HITCH W/ 20,000 WEIGHT CARRYING CAPACITY	
	<b>Quote Total: \$18,861.00</b>

**\*\*\*Due to current market conditions, pricing is subject to change at time of upfit.**

**Additional Options:**

Description	Amount	Add to quote? Yes / No
-------------	--------	---------------------------

**Terms & Conditions**

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	

**General Terms and Conditions for the Sale of Goods  
by Subsidiaries of ASH North America, Inc.**

## 1. SCOPE AND VALIDITY

- 1.1. These General Terms and Conditions for the Sale of Goods (these "**Terms**") govern the sale and delivery of all goods and products (the "**Products**"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("**Seller**") to any of its customers (each a "**Customer**"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

## 2. OFFERS, ORDERS AND CONFIRMATION

- 2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "**Order**"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "**Confirmed Order**").
- 2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "**Change Order Request**"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

## 3. PRICES

- 3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2. Unless otherwise agreed to by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("**Taxes**"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.
- In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

## 4. PAYMENT TERMS

- 4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

## 5. SECURITY INTEREST

- 5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "**Security Interest**") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "**Collateral**"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

## 6. OBLIGATIONS OF CUSTOMER



6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

## 7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

## 8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

## 9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

## 10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

## 11. CONFIDENTIALITY



11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## 12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

## 13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

## 14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

## 15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

## 16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



**Red Power Diesel Service, Inc.**

W1588 Alp Ave.  
Fremont, WI 54940  
(920)867-5012

**XIII.F.4**

Estimate prepared for Chocoley Township Fire Department 4/10/2024

Fabricate Body and Compartments and Install Roll Up Doors	<u>Parts and Labor- \$52,500</u>
Design and Install Electrical System & Install Emergency and DOT Lighting	<u>Parts and Labor- \$23,000</u>
Install Water Tank, Pump, Plumbing and Controls	<u>Parts and Labor- \$19,000</u>
Install 2 Part Canvas Enclosure for Top and Rear of Truck	<u>Parts and Labor- \$2,250</u>
Install Rear Chevron	<u>Parts and Labor- \$1,000</u>
Paint Body to Chocoley Orange	<u>Parts and Labor- \$13,000</u>
Install Hose Reel	<u>Parts and Labor- \$3,750</u>
Fabricate Rear Step	<u>Parts and Labor- \$2,750</u>
Fabricate Hard Suction Hose Compartment	<u>Parts and Labor- \$3,750</u>
Shop Surcharge	<u>\$500</u>

**Estimated Total..... \$121,500**

Please Note:

This estimate is based on initial specifications only, due to market volatility, pricing can only be held for 15 days from date of quote. We cannot guarantee any lead times on parts. Freight is not included until final billing.

**CHOCOLAY TOWNSHIP  
PLANNING COMMISSION**

**Monday, April 15, 2024 Minutes**

**I. Meeting Call to Order**

Chair Ryan Soucy called the meeting to order at 6:00 PM.

**II. Pledge of Allegiance**

**III. Roll Call**

Members present at roll call:

Ryan Soucy (Chair)  
Donna Mullen-Campbell (Secretary)  
Rebecca Sloan (Vice Secretary)  
Stephanie Gencheff  
Kendall Milton

Members absent at roll call:

George Meister (Vice Chair)  
Don Rhein (Board)

Staff present:

Dale Throenle (Planning Director / Zoning Administrator)

**IV. Additional Agenda Items / Approval of Agenda**

*Soucy requested that the new business be moved in front of old business on the agenda.*

*Milton moved, Sloan seconded, to approve the agenda as changed.*

*Vote: Ayes: 5 Nays: 0 Motion carried*

**V. Minutes**

**A. March 18, 2024 meeting**

*Milton moved, Sloan seconded, to approve the minutes the meeting as presented.*

*Vote: Ayes: 5 Nays: 0 Motion carried*

**VI. Public Comment**

None

**VII. Presentations**

None



## VIII. New Business

### A. CU 24-05 164 Baker Street – Home Day Care

#### Staff Introduction

Throenle presented a staff report on the proposed home day care on Baker Street owned by Adam and Jenny Brigman. He stated that one comment was received regarding the project and that comment was in support of the project.

#### Commissioner Discussion

Soucy indicated that the application looked good.

Sloan asked if the applicants owned the property along Wright and Baker Street; Adam Brigman answered that they did.

Mullen-Campell asked if there would be employees; Adam Brigman stated that initially there would be none and that they may add an employee next year.

Sloan asked if they were waiting for State licensing; Adam Brigman stated that the paperwork had been filed with the State, and that it would take three to four months for the paperwork to be completed.

Gencheff asked about child to adult ratios; Adam Brigman replied that the ratio was six children to one adult, and that their maximum would be twelve children.

Soucy asked about increasing capacity; Adam Brigman replied that after two years of being opened, the capacity could be increased to add two more children after an additional application to the State.

Soucy asked Throenle why there was a conditional use permit for this project and how it differed from a group home. Throenle replied that the project is considered a home occupation because it is privately run and not a group home run by the State.

#### Public Hearing

*Sloan moved, and Milton seconded, to go into public hearing.*

*Vote: Ayes: 5 Nays: 0 Motion carried*

Tina Brandel, 201 Terrace Street

Stated that she was retiring from her day care business and spoke in favor of the Brigman project.

Alison Czarny, 330 Foster Creek Drive

Spoke in support of the project.

Bill Sanders, 105 Country Lane

Spoke in support of the project.

**Commissioner Decision**

*Gencheff moved, Mullen-Campbell seconded, that after Commissioner and staff review and analysis in consideration of Conditional Use application CU 24-05, and the understanding that the proposed use is compliant with all terms of Section 16.2 Conditional Use Permits Basis of Determination and General Standards and the intent of the Township zoning ordinance, the Planning Commission approves Conditional Use Permit 24-05 as presented.*

*Vote: Ayes: 5 Nays: 0 Motion carried*

**IX. Unfinished Business**

**A. 34 24-02 Proposed Agriculture / Forestry (AF) Zoning Ordinance Amendments and Map**

**Staff Introduction**

Throenle gave an overview of the proposed language and zoning revision language, including the Townhall meetings that were held as part of the process.

Throenle stated that the map revisions were a recommendation, and that eventually the language and the maps would be presented to the Board with the Commissioner’s recommendations. He stated that the public would have an opportunity to speak again in two different sessions with the Board if they chose to do so.

Throenle explained the maps that were in the packet and how decisions were made while using the maps. He explained the proposed zoning districts and where they would be located, and the processes the Commissioners used to determine uses and setbacks for each of the proposed agricultural districts.

**Public Hearing**

Soucy opened the public hearing and informed the public that the time to speak was open.

*Sloan moved, Mullen-Campbell seconded, to go into a public hearing.*

*Vote: Ayes: 5 Nays: 0 Motion carried*

Soucy opened the public hearing and informed the public that the time to speak was open.

Rich Rosenberger, 530 South Big Creek

Requested that his property be moved from AG 2 to AG 3 on the proposed zoning map.

John Smith, 2176 M-28 East

Requested that his property and the nearby 40 acre properties be moved from AG1 to AG 3 on the proposed zoning map.

Cathy Aalto, 430 Foster Creek Drive

Requested that her property be moved from AG 2 to AG 3 on the proposed zoning map.

Throenle interrupted the public hearing to explain the groupings that were proposed on the zoning map and that the groupings were done by area and not parcel. He also added 1,354 notifications regarding the public hearing were sent out to the AF zoning district parcel owners, the surrounding parcel owners within 500 feet of the AF parcels, and parcel owners that were within 500 feet in Skandia, West Branch, and Onota Townships, and 30 of those notifications were returned to the Township as undeliverable. He added that the hearing was posted on the Township web site and published in the *Mining Journal*.

Greg Seppanen, 1019 Ortman Road

Pointed out that the agriculture property located near him was shown on the map as AG 3 and should be AG 1.

Daniel Ondov, 555 Cherry Creek Road

Expressed confusion on the size of the acres and how the parcels were designated.

Kurt Rascher, 312 West Branch Road

Owns two contiguous parcels on West Branch Road, and stated he had a concern about the 40 acre parcel being in AG 3 and the 14 acre parcel being in AG 2. Thanked the Commissioners for the notification cards that were sent out.

Michele Wietek-Stephens, 550 Little Lake Road

Identified herself as the Chair of the Zoning Board of Appeals, and expressed concern that the parcels surrounding hers were shown as AG 2 on the map, and asked what the minimal buildable acreage was in the 1977 ordinance. She expressed her concerns regarding potential development if parcel sizes were too small and suggested that agricultural activities be allowed regardless of zoning. She added that the proposed plan was not supported by the master plan.

Erik Krueger, 335 Foster Creek Drive

Expressed concern that the 80 acre parcel next to him was proposed as AG 2.

Sheri Migilo, 704 Green Garden Road

Did not know how her property would be zoned under the new proposal, and expressed a concern that if her house were to burn to the ground, she would not be able to rebuild.

Bill Sanders, 101 Country Lane

Expressed that the current proposal did not follow the current master plan, that livestock and forestry were not covered in the proposal, and that the proposal does not follow state zoning law. He suggested that the Commissioners drop the plan and look for other solutions.

Tensi Parsons, 300 Little Lake Road

Stated she agreed with the comments from Wietek-Stephens and Sanders.

Noreen Heitman, 109 Country Lane

Stated she agreed with the comments from Wietek-Stephens and Sanders.

Sheri Migilo, 704 Green Garden Road

Asked questions regarding a conformity issue with her property and expressed support for the proposal and added that additional research was needed.

Brian Banton, 148 Poplar Trail

Stated he agreed with the comments from Wietek-Stephens and Sanders. Expressed that individual areas in the Township should be addressed, not the entire Township at the same time.

Michael Sanders, 109 Country Lane

Asked the Commissioners to reconsider the proposed zoning change, especially in regard to farming and agricultural practices.

Ron Cupman, 320 Green Garden Road

Asked the Commissioners to restart the process. He requested that green spaces be considered as parcel sizes are reduced. Stated that the legend on the map does not match what is in the text.

Jeffrey Hatfield, 724 Green Garden Road

Supported other comments made during the meeting. Spoke about concerns regarding losing usable farmland.

Daniel Ondov, 555 Cherry Creek Road

Stated that rural character should be part of the consideration for the process and expressed support for other comments.

Stan Whittler, 124 County Road 545

Stated that the plan does not meet the public idea of what the Township should be.

Greg Seppanen, 1019 Ortman Road

Pointed out that the agriculture property located near him may be an operating contractor yard or shop.

Harley Huddle, 940 Mangum Road

Expressed concern about potential development near his property.

Bill Sanders, 101 Country Lane

Stated that many non-conformances were established prior to zoning in the Township. He added that development would reduce the quality of the properties that might be surrounded them.

Jennifer Gerard, 201 Green Garden Road

Stated she supported the comments that were already heard. She was concerned about the development that might occur in the area if the proposal went through.

Unknown, unknown

Expressed concerns about the aquifer and environmental impact of the change on local groundwater.

Abby Sanders, 109 Country Lane

Agreed with previous comments and expressed concerns about access to water and potential sewage issues.

Leanne Hatfield, 724 Hatfield Road

Expressed concern that agriculture is sometimes underappreciated, and that more agriculture should be attracted to the area. She expressed that the map was despicable.

John Smith, 2176 M-28 East

He suggested looking at the individual areas surrounding the AG 3 zoning. He suggested changing more lots to AG 3. He added that buying the property next to his was his solution to the problem.

Michele Wietek-Stephens, 550 Little Lake Road

She stated that proposal was despicable, because it grants new rights to other property owners, and it would destroy the character of the Township.

Richard Cookman, 320 Green Garden Road

Asked the Commissioners to reconsider the proposal.

Bill Sanders, 101 Country Lane

Suggested that agriculture be considered for all parcels in the Township.

Soucy asked if there were additional comments; hearing none he closed the public hearing.

Throenle suggested a ten minute break.

*Sloan moved, Mullen-Campbell seconded, to take a ten minute break.*

*Vote: Ayes: 5 Nays: 0 Motion carried*

## **Commissioner Discussion**

Throenle requested time to present clarifications to the public regarding some of the comments that were made. He stated that regarding rebuilding, that as long as setbacks were met on a property, a destroyed structure could be rebuilt.

He addressed the audience regarding his background that laid the groundwork for the decisions in the current policies, and that development is not part his background. He added that the intent statement in each of the proposed language sections specifically stated that agriculture practices would be superseded by the State GAAMPS and the Michigan Right to Farm Act.

Milton stated that building cannot occur on many of the places that were designated. He added that State lands play heavily in the process.

Gencheff stated that she was not sure the Planning Commission was doing what the people wanted. Sloan stated that Gencheff's comments, in Sloan's opinion, did not address the people who were not at the meeting. Sloan added that people who owned 40 or 80 acres not sell the land if they did not want development.

Gencheff stated that development would happen in the future; Sloan responded that nothing would stop that if people chose to sell. Sloan added that she just wanted to live on her property and pass it on to her family in the future.

Gencheff stated that the pin map supported her position.

Sloan stated that the Commissioners represent the entire Township, and that the task was given by the Board to look at the non-conformance issue. She added that the Commissioners agreed with the audience regarding the character of the Township, and that their comments would be considered. She commented that two of the Commissioners were not present and should be part of the discussion.

Gencheff stated that the ordinance is meeting the needs of the citizens based on the number of cases for the Zoning Board of Appeals. She added that the Townhall meetings were not attended that well.

Mullen-Campbell stated that she felt the Commissioners were guided to be visionary from the 1977 ordinance to the future. She thanked the public for their input.

Soucy stated the process was a refinement process from the beginning of the process, and that the discussion would be tabled. He added the decision should be made by all the Commissioners.

Throenle asked Soucy to ask if the language, map or both were the issue. Soucy stated that he believed it was both.

Sloan stated that the goals are to align with legality while staying within the confines of what the Commissioners were addressing.

Soucy asked for a motion to table.

*Mullen-Campbell moved, Sloan seconded to table the discussion to May, possibly June.*

*Vote: Ayes: 5 Nays: 0 Motion carried*

## **IX. Public Comment**

Larry Gould, 340 Karen Road

Suggested that a review of the land division and subdivision act be considered in future discussions.

Michele Wietek-Stephens, 550 Little Lake Road

Asked what the purpose of the Planning Commission was—was it to follow the master plan or the whims of the Board? She added that the master plan should be the direction for the Township.

Bill Sanders, 101 Country Lane

Asked what would be considered at the next meeting. He stated that it was wrong that the Board directed the Commission to take on the task.

Soucy responded that the Board did not direct the Commissioners to do the project; instead, the Board presented an issue to the Commissioners and asked them to solve it, Sloan and Gencheff agreed.

Unknown, unknown

Asked about the process and said to fix non-conforming parcels only.

Unknown, unknown

Asked how to fix the non-conforming problem. She added that not all residents were represented at the meeting and their voices should be considered as well.

## **X. Commissioner's Comments**

Mullen-Campbell

Do we start over?

Milton

No comments.

Gencheff

The decisions are difficult.

Sloan

Finds it difficult to not to interact with the public.

Soucy

Stated to the public that he appreciated the comments received. Mullen-Campbell stated that there would be no card in the mail for the next meeting so the public should check the Township web page for meeting dates and times.

## **XI. Director's Report**

Planning / Zoning Administrator Throenle

He stated the next meeting would be May 20.

He addressed the public, thanking them for their participation, and reminded them that they, and those that oppose their ideas, should come to future meetings so that the Commissioners can be better informed on public wishes.

He reminded the public to view the meeting dates and minutes on the Township website.

## **XII. Informational Items and Correspondence**

- A.** Township Board minutes – March 11, 2024
- B.** Township newsletter – March 2024
- C.** Marquette County Planning Commission minutes – 03.06.24 draft
- D.** City of Marquette Planning Commission minutes 03.19.24

## **XIII. Adjournment**

*Milton moved, Sloan seconded, to adjourn the meeting.*

*Vote: Ayes: 5 Nays: 0 Motion carried*

Soucy adjourned the meeting at 8:16 PM

Submitted by:

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Planning Commission Secretary

Donna Mullen-Campbell



## MARQUETTE COUNTY SOLID WASTE MANAGEMENT AUTHORITY

## Board Meeting Minutes

## Regular Meeting

April 17, 2024

**DATE:** Wednesday, April 17, 2024**PLACE:** Landfill Administration Complex  
600 County Road NP  
Marquette, MI 49855**MEMBERS PRESENT:** In Person: Randall Yelle, Glenn Adams, Carr Baldwin, Dave Campana, Dennis Honch, Amy Manning, Joe Minelli and Helen Amiri (Alternate Board Member)**MEMBERS ABSENT:** None**EX OFFICIO:** Mike Stannard**OTHERS:** In Person: William T. Nordeen, Attorney; Beth Bonanni, Recording Secretary; Chris Magnuson, MCSWMA; John Anderson, MCSWMA; Gary Wommer, Negaunee Township; Jim Belpedio, Champion Township; Jo Foley Michigan League of Women Voters. By Zoom: Lyn Durant, Marquette Township; Scott Cambensy, City of Marquette; Ryan Carrig, CUPPAD, and Jim Nankervis, Ishpeming Township.

1. Call to Order: R. Yelle called the meeting to order at 4:00 p.m.

Pledge of allegiance recited.

2. Approval of Agenda: R. Yelle said an additional item was placed on the Agenda as 6 e., Resolution for Deficit Elimination. J. Minelli made a motion to approve the Agenda with the addition of 6 e, Resolution of Deficit Elimination. D. Campana supported. Motion passed unanimously.
3. Public Comment: None.

4. Approval of Minutes

a. 3/20/2024 – Regular Meeting

C. Baldwin made a motion to approve the Meeting Minutes of March 20, 2024. D. Honch supported. Motion passed unanimously.

5. Consent Agenda

a. Statistics – March 2024

b. Accounts Payable

c. 2024 Scrap Tire Collection Schedule

D. Campana made a motion to approve the Consent Agenda. C. Baldwin supported. Motion approved unanimously.

6. Business

a. Banking – D. Honch made a motion to approve the banking. G. Adams supported. Motion approved unanimously.

b. Financials – A. Manning made a motion to approve the Financials. J. Minelli supported the motion. Motion approved unanimously. D. Campana asked what non-operating revenue was since it was a pretty high number. C. Magnuson said it is grant money that is received and consists of scrap tires and money from the Delta County grant.

c. Recycling Financials – J. Minelli made a motion to approve the Recycling Financials. D. Honch supported. Motion approved unanimously. J. Minelli noticed that in January there was no products waiting to be shipped. In February, \$16,352.00 was listed for shipping. J. Minelli asked if everything is collected, then it is shipped; so, in January since the amount was zero, there were no products waiting to be shipped. C. Magnuson said that is correct and only the finished product is shipped when it is ready.

d. Reimbursements – C. Baldwin made a motion to approve reimbursements. G. Adams supported. Motion was approved unanimously.

e. Resolution for Deficit Elimination – C. Magnuson said since last year, MCSWMA had a deficit of \$278,000.00, the State of Michigan is requiring MCSWMA have a deficit reduction plan in place. Technically, since the Landfill is an Authority, a deficit reduction plan is not needed but since the Landfill is receiving SRF funding for the Wastewater Treatment Facility, the Landfill needs to be compliant in all aspects, including having a deficit reduction plan in place. C. Magnuson has been working with Jeffrey Schwartz of the State of Michigan to finalize the deficit plan. It is a 3-year plan that is sent to the State of Michigan. A. Manning asked C. Magnuson if there were any major points in the Resolution that the Board should be made aware of. C. Magnuson said there will be an

increase in tipping fees because of an increase in operating costs in a couple of years at the Wastewater Treatment Facility but there will be a decrease in engineering fees in 3 years because there should not be any engineering, which is all noted in the explanations. J. Minelli made a motion to approve the Resolution for deficit elimination. D. Campana supported. Roll call conducted: D. Campana, "yea;" G. Adams, "yea," C. Baldwin, "yea;" R. Yelle, "yea;" D. Honch, "yea;" A. Manning, "yea;" J. Minelli, "yea;" and H. Amiri, "yea." Motion passed 8 yeas.

## 7. Reports

a. Director Report – M. Stannard reported there have been no grievances filed and no recordable injuries since the last board meeting.

EGLE approved the Authority's Work Plan to remedy the gas readings in the North gas probe. Since last Summer, four probes have been installed at the Landfill and the North probe has consistently had gas coming out of it (100% LEL). Step 1, is to test again; Step 2, is to install a ventilation turbine on top of the probe, which has been done at other Landfills and has been tested and approved by the Landfill gas expert at EGLE. If this does not work, then another probe will be put in.

Work has been ongoing on the recycling tipping floor and gas feasibility grants. Tetra Tech has submitted 90% completion on design work to EGLE on the Wastewater Treatment Plant. Tetra Tech will be on site on April 25<sup>th</sup> to meet with the Authority and EGLE to go over the documents. There has been a capacity crunch on leachate so Tetra Tech recommended the Authority rent Frac Tanks for onsite. This will enable discharging sooner from the Landfill's lagoons.

The local demolition projects have been generating a large volume of construction debris being disposed at the Landfill so the tonnage of the waste in March was 10,000 tons.

There has been a slight increase in price for OCC, paper and plastic.

Waste Management was bringing recycling materials from Menominee to MCSWMA but they are now diverting the materials to their site in Wisconsin. This resulted in a loss of about 50% of recycling materials coming to the Landfill.

Landfill staff has been meeting with the central and western UP counties regarding recycling and the upcoming Materials Management Plan. It will be written in the plan that all counties joining with Marquette, all of the recycling coming from those counties, it will be mandatory their recycling comes to the MRF. This will help MCSWMA out a lot if the plan is adopted.

C. Baldwin asked that since we have received a ton of materials from the local demolition projects, how does it affect the Authority's income? M. Stannard said it has been substantial considering the numbers from last year.

J. Minelli asked when M. Stannard said that the Authority is losing 50% of recycling from Menominee, is that total recycling? M. Stannard said 46% is the exact number. IN the meantime, Josh Wales and M. Stannard have been in contact with other counties and MCSWMA is starting to get recycling in from Dickinson County and Waste Management will be sending some recycling from Ashland, Wisconsin. J. Minelli asked if the budget has to be readjusted since MCSWMA is losing so much volume. M. Stannard said the budget will have to be adjusted and part of the tipping fee increase is to get more money coming in; however, the staff has been busy filling in time with other things that need to be done at the Landfill. J. Minelli said his frustration is that we have to raise tipping fees throughout the whole county to offset recycling. It makes him nervous that MCSWMA should be looking at how to readjust things instead of just raising tipping fees. Ms. Stannard said they are trying to get more recycling in from the other counties and these tipping fees are only for recyclables coming from out-of-county.

C. Baldwin made a motion to approve the Director's Report. D. Campana supported. Motion approved unanimously.

b. Attorney Report – B. Nordeen said the biggest issue he has been working on is the bond issues with Chairman Yelle. The County of Marquette signed the bond contract for both bonds. One bond is for restructuring the debt and the other bond is for construction of the PFAS processor. B. Nordeen explained the two bonds. The good news is that the Closed Loop Fund provides interest-free financing, and when C. Magnuson reached out to the Closed Loop Fund, they said they would accept the bond, continue to pay it with no interest, and may even assume the Honor Credit Union loan so the Landfill would pay no interest on any of it. The concern was if Marquette County would sign to overwrite the bonds and the City of Marquette would have to sign the amendment to the Articles of Incorporation that allows Marquette County to be the ones to sign the bond. The only issue that there has been a little pushback is the

County Board requested a 7-year payback so the townships said that would increase the tipping fees significantly and some of the townships want to know why there would not be a 20 or 30-year payback. B. Nordeen explained this is what the County requested. Miller Canfield is checking in the 7-year payback and said we can always amend it at a later time to a 20 or 30-year payback.

C. Baldwin asked since MCSWMA hired the second bidder for engineering services, how is the Authority doing financially since the Authority overpaid the engineering firm instead of going with the low bidder? M. Stannard said we do not know at this time because MCSWMA has only received two Invoices from Tetra Tech so far. B. Nordeen said we would have to wait and see, and we need to get these bonds in place so we can pay Tetra Tech. D. Campana asked how soon MCSWMA will receive the loan for restructuring the debt. B. Nordeen said he understands it will be in about 2 months. The construction money will come out as needed.

A. Manning asked what happened with the FOIA requests the Landfill received. B. Nordeen said they backed off, staff had compiled all the information they requested and then we told them it would cost a couple of hundred dollars, they then said they didn't need the information now.

J. Minelli asked if there is an idea on how much the tipping fees would go up for a 7-year payback. M. Stannard said yes. J. Minelli said if the payback was 10 or 20 years, the tipping fees would not go up that much. How much tipping fees are we looking at? M. Stannard said C. Magnuson put together a spreadsheet that broke down the tipping fees and we had to bump up the fees substantially this year and in 2027 when the Wastewater Treatment Plant comes online because it will cost money to operate.

C. Baldwin made a motion to approve the Attorney's Report. G. Adams supported. Motion approved unanimously.

c. Subcommittee Reports – No reports.

8. Public Comment: Gary Wommer said he never heard of a recycling tipping fee. M. Stannard said there is a tipping fee, but it is only for out-of-county recycling coming in to the facility. Gary Wommer wants to know what the numbers will be for the tipping fee increase and if it is still the same in July, because he already sent out a newsletter to the residents about the increased fee in July. R. Yelle said he would get the plan from the staff and send it out to all the municipalities on what is going to happen on July 1<sup>st</sup>.

Ryan Carrig from CUPPAD said they have acceptance from all six counties to join in the multi-county Materials Management Plan. This will attempt to push all recycling in the region to Marquette County and western UP is under the same structure and goal. It is anticipated that the agreement will go out to every county in the next week or two as soon as CUPPAD can put all the relevant documents together.

9. Trustee Comments: None.

10. Adjournment: R. Yelle adjourned the meeting at 4:34 p.m.

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Randall L. Yelle, Chairperson

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Dennis Honch, Secretary

DRAFT

## MARQUETTE COUNTY SOLID WASTE MANAGEMENT AUTHORITY

## Board Meeting Minutes

## Stockholder's Meeting

April 17, 2024

**DATE:** Wednesday, April 17, 2024**PLACE:** Landfill Administration Complex  
600 County Road NP  
Marquette, MI 49855**MEMBERS PRESENT:** In Person: Randall Yelle, Glenn Adams, Carr Baldwin, Dave Campana, Dennis Honch, Amy Manning, Joe Minelli and Helen Amiri (Alternate Board Member)**MEMBERS ABSENT:** None**EX OFFICIO:** Mike Stannard**OTHERS:** In Person: William T. Nordeen, Attorney; Beth Bonanni, Recording Secretary; Chris Magnuson, MCSWMA; John Anderson, MCSWMA; Gary Wommer, Negaunee Township; Jim Belpedio, Champion Township; Jo Foley Michigan League of Women Voters. By Zoom: Lyn Durant, Marquette Township; Scott Cambensy, City of Marquette; Ryan Carrig, CUPPAD, and Jim Nankervis, Ishpeming Township.

1. Call to Order: R. Yelle called the meeting to order at 4:34 p.m.

Pledge of allegiance recited.

2. Approval of Agenda: D. Campana made a motion to approve the Agenda. J. Minelli supported. Motion passed unanimously.
3. Public Comment: None.
4. Business – None.

5. Director's Report – M. Stannard gave a PowerPoint presentation for his report. A breakdown for the 2022-2023 fiscal year showed what tonnage municipalities produce. Forsyth Township and City of Marquette were the largest producers of tonnage. There was an overall operating loss of \$1,701,291 for 2022-2023. The Authority will be monitoring departmental expenses, evaluating expenses affected by inflation and utilizing a fiscally responsible approach and monitoring recycling markets and adjusting fee structure with volatility of markets. Bullet point items were discussed for financial strategy for MCSWMA staff. Tipping fees in 2022 were \$63.50/ton and on July 1, 2023, tipping fees were raised to \$68.00/ton. Tipping fee components consist of net operating expenses, host community fee, environmental escrow fund, perpetual care fund, MRF-CLF funding, construction 10-year plan and HHW allocation. A tipping fee comparison showed where other Landfills were at in price compared to MCSWMA for 2023 and 2024. The Authority fund balance for the year ending in December 2022 (total) was \$5,861,330 and \$5,335,283 for December 2023 (total). Last year, 14.2 million gallons of leachate were treated on-site. The Landfill received 8,316 tons of single-stream recycling. About 50% of single-stream recycling was from out-of-county sources. The recycling markets decreased throughout the fiscal year with a 60 to 70% drop in values in Q4 of 2022. 12 out of the 22 municipalities offer access to glass collection. There has been an increase in glass tonnage received. Some of the challenges and continued education are on proper disposal of lithium-ion batteries and medical waste. Contamination from waste is being put in recycling and continues to be a challenge for recycling operations. Continued education needs to be done on organics or food waste, needles/sharps and lithium-ion batteries. Emerging pollutants, legislative changes, materials management and regulatory compliance will be things to watch in the future. The goal for the Landfill is to have zero recordable injuries, maintain regulatory compliance, adapt legislature actions impacting Marquette County, invest and maintain Landfill employees, etc. M. Stannard discussed 2024 financial projections and tipping fees. The proposed tipping fee increase effective July 1, 2024, is \$16.75 per ton. Tipping fee increases are utilized to finance future landfill construction and equipment needs. The expenditures to evaluate tipping fees, is fuel/inflation increase in everyday materials used for operations, construction of Wastewater Treatment Facility, regulatory compliance and perpetual care fund.

Public Comment: G. Wommer asked if he could get an email with a copy of M. Stannard's PowerPoint slides.

10. Adjournment: R. Yelle adjourned the meeting at 5:02 p.m.

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Randall L. Yelle, Chairperson

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Dennis Honch, Secretary





**DRAFT**

**MARQUETTE AREA WASTEWATER TREATMENT FACILITY  
ADVISORY BOARD MEETING MINUTES  
January 18, 2024**

A regular meeting of the Marquette Area Wastewater Treatment Facility Advisory Board was held at 10:00 a.m., January 18, 2024, at the Wastewater Treatment Plant.

**ROLL CALL**

**PRESENT** William DeGroot, Chocolay Township (Acting Chair)  
Leonard Bodenus, Marquette Township  
Sean Hobbins, City of Marquette  
Jim Compton, City of Marquette

**ABSENT** Brad Johnson, Chocolay Township (Chair)  
George Patrick, City of Maquette  
Mary Schlicht, City of Marquette

**OTHERS** Mark O’Neill, City of Marquette

**AGENDA** It was moved by S. Hobbins, supported by L. Bodenus, to approve the agenda. Approved 4-0.

**MINUTES** It was moved by L. Bodenus, supported by J. Compton, to approve the December 14, 2023, meeting minutes as written. Approved 4-0.

**FINANCIAL REPORT**

M. O’Neill, City of Marquette, presented the Financial Report.

- **Financial Report:** M. O’Neill stated the financial report is standard for this time of year with no surprises. It was moved by S. Hobbins, supported by L. Bodenus, to approve the financial report. Approved 4-0.

**OPERATIONS REPORT**

M. O’Neill, City of Marquette, presented the Operations Report

**PERMIT COMPLIANCE FOR THE MONTH(S):**

- **PERMIT COMPLIANCE:** There were no permit violations for the month of December.



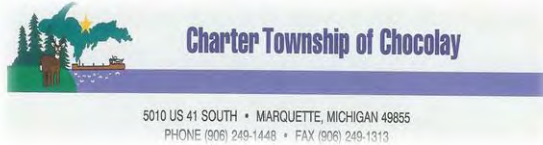
## Charter Township of Chocolay

5010 US 41 SOUTH • MARQUETTE, MICHIGAN 49855  
PHONE (906) 249-1448 • FAX (906) 249-1313



### PLANT NOTES:

- Staff continues weekly COVID-19 tracing sampling for NMU from the WWTP's influent, our four major lift stations, and from the sewer leaving the Marquette Branch Prison. J. Compton asked if we are notified of the results. M. O'Neill stated that the Health Department and the WWTP are notified.
- Staff replaced both pressure belts on our Belt Filter Press. One of the belts had torn completely in half. The gravity belt is scheduled for replacement as soon as possible. M. O'Neill stated the new project includes a second belt press which will help when one press is down.
- Supervisor replaced a failed overload unit for our #2 Digester Recirculation Pump. The original units are obsolete, making exact replacements difficult to find and very, very expensive. The replacement units, while much cheaper, are not configured the same and they require very specific programming to operate properly. With accurate reference material impossible to find, they are not fun to work with. A lot of trial and error is necessary to get them to operate at even a minimal level of performance.
- Staff from Kraft Power were on site to perform regularly scheduled service on our #1 CoGen unit. The replacement engine for unit #2 is being scheduled for installation. M. O'Neill stated the #2 engine was scheduled for a top end repair, but the engine failed to the extent the engine block was damaged. It was scheduled for a full rebuild this fall which is in the budget because both units are coming up on this "expected hours" maintenance. L. Bodenus asked if this recently happened about a year ago. M. O'Neill stated that this engine was last rebuilt in January 2022 with an expected 20,000 hours of life before a another rebuilt is required. Since we are not getting the 20,000 hours, Kraft is suggesting we reduce the kw from 104 to 95 kw. We are trying to get the reliability from the engines and still get the heat from them that we need. The engines we have are from Czechoslovakia. There are six of these units in the USA and ours is the only ones with significant hours on them. We are tasked with keeping them running. We are doing everything we can to keep them running and maintaining them properly with Kraft. S. Hobbins asked about running a larger unit. M. O'Neill stated there are more choices and more companies that use large units but we do not create enough biogas for a large unit. In this instance, Europe is where smaller engines are being produced. If at some point the maintenance of the engines supersedes the utility savings, it may be a future discussion of the Board to not run these engines. W. DeGroot suggested that if the Board has this discussion, a cost analysis should be created. This will allow the partners to understand the cost and make budget decisions accordingly. M. O'Neill agreed that, if shutting the engines down became a consideration, a compilation of the electricity cost and maintenance savings would need to be analyzed. S. Hobbins asked what the yearly electricity cost of the plant is. M. O'Neill stated, before the Co-Gens, it was about \$250,000 a year. That was drastically reduced to about \$50,000 the first year and then BLP made adjustments to their demand charge structure and rates. This has slowly increased our expenses over the years.
- Staff diagnosed and replaced the low water cutoff switch for our large dual-fuel Bryan boiler. This boiler is especially critical at this time of year as it provides the necessary backup heat source for our digesters in the event of a CoGen failure.



- Supervisor assisted the WFP with the setup of the new VFD for their #2 Low Service Pump. There is something wrong with either the motor itself or the wiring between the motor and the VFD.
- Supervisor diagnosed and repaired a loose control wire that was preventing our small dual-fuel Bryan boiler from starting up.
- Staff replaced the temperature probes for our Influent Sampler. The faulty probes were making the refrigeration unit think it was warmer than it was, thus causing the sample jug to ice up.
- Staff worked on faulty controls for one of the plant’s sump pump stations. Supervisor diagnosed the problem as a bad alternator relay, however, the existing relay turned out to be the wrong part number. Corrective action is under way.

**INDUSTRIAL WASTEWATER ACCEPTANCE ACTIVITY FOR DECEMBER 2023**

Source	Volume (gallons)	Total
Fabick/CAT	1,900	\$266.00
UPS	4,000	\$560.00
LS&I	5,000	\$700.00
Wisconsin Electric	36,500	\$1,460.00
<b>Grand Totals</b>	<b>47,400</b>	<b>\$2,986.00</b>

**MAINTENANCE MANAGEMENT**

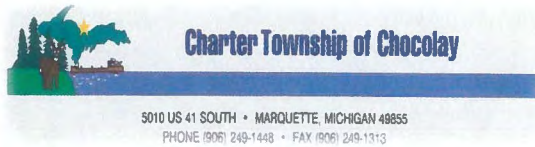
- Preventive Maintenance Work Orders: staff continues to perform routine maintenance tasks. I continue to create work orders that have not been created since we began using Lucity. It was moved by S. Hobbins, supported by L. Bodenus to approve the operations report. Approved 4-0.

**NEW BUSINESS**

- **Anderson, Tackman, and Company Audit Letter:** M. O’Neill stated the audit letter was sent to the MAWTAB chair, Brad Johnson, to approve and begin the yearly financial audit process. It was moved by L. Bodenus, supported by J. Compton to approve the authorization of the audit letter. Approved 4-0.

**OLD BUSINESS**

- **Solids Handling:** M. O’Neill stated the project has slowed down due to the climate. Miron was able to complete some of the scheduled spring work with the good December weather. The two buildings are up and weathered in. Electricians, mechanical workers, and carpenters are on site to continue interior construction. The MCC panels are expected to arrive in October. J. Compton asked if the underground work was completed. M. O’Neill stated it was not entirely completed and will continue in the spring. The new waste gas burner arrived, and it is much taller, at 25 feet, than the original. W. DeGroot



asked if the project was still on schedule. M. O'Neill stated that it is on schedule with a completion date of December 2024. However, the delays of the MCC panels are causing concern and other ideas are being considered. S. Hobbins asked if we lose the Co-Gen units, are we concerned about pushing methane gas into the atmosphere. M. O'Neill stated that is why we flare it off. However, some communities capture it and use it in other ways.

- **Fire Alarm Project:** M. O'Neill stated the MCC panels have arrived. S&T has been on site every day. They will begin installing devices and the panels. J. Compton asked if there has been any discussion about a possible insurance reduction due to the fire alarm project. M. O'Neill said there has not but will look into it.

## PUBLIC COMMENT

- None

## BOARD COMMENT

- None

## ADJOURNMENT

The meeting was adjourned at 10:22 a.m.



Reviewed by:  
Mark O'Neill  
Director of Municipal Utilities

Prepared by:  
Melissa Erkkila

**CHOCOLAY TOWNSHIP NEWSLETTER****April 2024****DEPARTMENT REPORTS****Assessing****By John Gehres**

I've continued to organize the assessing department and prepare for field inspections this summer. Letters for the 20% reappraisal will go out this month to residents that are included in this year's inspections. The County Equalization process has concluded, and the numbers move on to the State in May.

**Clerk****By Lisa Perry**

We have been busy finalizing the February Presidential Primary election by getting the reimbursement and retention completed.

Chocolay Township did not have a May election so the focus will be getting ready for the August Primary. If you are on the absentee ballot list and have not returned your application, you can still return the one that was mailed to you in January. Please check the boxes at the top of this application for the corresponding elections that you would want ballots for (August 6 and November 5). If you do not have this application, another will be mailed to you at the end of May or beginning of June.

Absentee voters can receive their ballots in the mail and return them to their clerk's office via USPS mail, in person, or via the drop box as in the past or with the passing of Proposal 22-2 Michigan voters can now bring them to their early voting site (nine days) or to their precinct on election day and put them through the tabulator. This will be

beneficial with the August election as the voter CANNOT CROSS PARTY LINES on this ballot.

A voter can check their voting status by calling your local clerk's office or by using the Secretary of State's website, <https://mVIC.sos.state.mi.us/>.

**Fire Department****By Lee Gould**

We continue to work on our Wildland/Rescue Truck. We ordered the truck/chassis after the board approved the purchase. We ordered a Ford F550 that has the weight rating to carry our equipment and skid unit with 200 gallons of water. We hope to have the truck delivered by the end of summer. We are currently working on the rear box of the truck. This is a specifically built box for wildland trucks that has compartments to carry Wildland Fire and Rescue equipment and also allows for our skid unit to sit between the compartments. We hope to have the box design finished up by the end of April.

We have transitioned our equipment to the warm season. This means winterizing the snowmobile and getting the rescue 4-wheeler load onto the trailer with our rescue sled. We are getting our water rescue equipment ready as this warm spring and predicted warm summer may have water rescue calls happening earlier than normal.

Our call volume was up in April. We responded to two major structure fires in our township. The first fire was a large pole barn that mostly collapsed upon arrival of the first truck. The second fire was a mobile home and detached garage that were well evolved upon

arrival of the first truck. Both fires were total losses. We also responded to a structure fire as mutual aid in the City of Marquette. We responded to numerous other emergency calls from motor vehicle accidents, fire alarms and power lines down.

## Public Works

### By Brad Johnson

Baseball and soccer fields are in use already for the summer. This is the earliest we have been able to allow people to use them in at least 20 years.

The Chocoday river is low this year. As of now, people can launch boats at the Chocoday River Access Park but if we don't get some rain to bring the river to normal stage, there could be a very good chance that the boat launch could become too low to launch.

The restroom at Beaver Grove is torn down. The electrical work is half done and we are waiting on the BLP to move the underground feed and transformer to complete the electrical portion. The new restroom is tentatively scheduled for delivery in June.

The spring brush drop off is going to be opened on April 19<sup>th</sup> through May 5<sup>th</sup>.

## Planning / Zoning

### By Dale Throenle

#### Planning Commission

The Planning Commissioners participated in a regular meeting on April 15 in the Township Fire Hall.

There were two items on the agenda; one was considered unfinished business, and the other was considered new business. Commissioners moved the new business in front of the unfinished business on the meeting agenda.

### New Business

#### 1) CU 24-05 164 Baker Street - Home Day Care

Commissioners reviewed and approved an application for a new day care that will be located on Baker Street in Harvey.

#### Unfinished Business

#### 1) 24-24-02 Proposed Agriculture / Forestry (AF) Zoning Ordinance Amendments and Map

During the public hearing, Commissioners heard viewpoints from the public regarding proposed changes in the AF zoning district and the related map. After the public hearing was closed, the Commissioners voted to table the item until the May meeting.

The next regular Planning Commission meeting is on **May 20 at 6PM** in the Township Fire Hall.

#### Zoning Board of Appeals

The Zoning Board of Appeals did not meet for its regular meeting in April and will not meet in May.

## Police

### By Liz Norris-Harr

This month was filled with training courses! Liz attended the first annual Administrative Conference in Mt. Pleasant. This conference was put on by the Michigan Association of Chief of Police. The conference gave tools for handling stress, trauma, secondary trauma and was a great avenue for networking.

Detective Carter attended a Cellebrite course in Menominee Wisconsin. "Cellebrite empowers agencies to modernize their investigative workflow and close a widening "public safety gap" driven by the ever-growing digital sophistication of crimes and evidence." We look forward to being able to use Detective Carters new techniques.



Chief Jennings and Sgt Carrick attended the UP-Chief's Conference. There was a large amount of takeaway regarding grants and new equipment. Sgt Carrick and Liz have already gotten the ball rolling on a few!

Sgt Carrick is attending an Effective Fitness Combative Instructors course. The purpose of this course is to provide Law Enforcement with the

skills and knowledge for defensive tactics and use of force situations. At the end of this hands-on course Sgt Carrick will be a trainer.

## Prescription Drug Collection

Prescription drug collection through the drop-off box at the Township Police Station.

Month 2019	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Pounds To-Date	19	11	4	11.5								
<b>Pounds Year To-Date</b>	<b>19</b>	<b>30</b>	<b>34</b>	<b>45.5</b>								

## FOIA

REQ #	Date Rec	Res by Date	Invoice Sent	48 Days Invoice	10 day Ext Sent	10 day Ext	Response Date	Link to Documentation	Description	First Name	Last Name
24-01	1/5/2024	1/11/2024					1/8/2024	<a href="#">24-01 Carlson 01.05.24</a>	Police Reports	Britta	Carlson
24-02	1/8/2024	1/12/2024			1/9/2024	01/26/2024	1/24/2024	<a href="#">24-02 Mulcahey 01.08.24</a>	Employee Information Salaries/Benefits	Deborah	Mulcahey
24-03	1/5/2024	1/11/2024			1/9/2024	1/26/2024	Cancelled	<a href="#">24-03 Genschuff 01.05.24</a>	Voting Information	Stephanie	Genschuff
24-04	1/8/2024	1/12/2024			01/09/2024	1/26/2024	1/24/2024	<a href="#">24-04 Mulcahey 01.08.24</a>	Employee Information email address	Deborah	Mulcahey
24-05	1/11/2024	1/17/2024					1/15/2024	<a href="#">24-05 Heidtman 01.11.24</a>	Police Reports	Travis	Heidtman
24-06	1/26/2024	2/1/2024					1/30/2024	<a href="#">24-06 Hughes 01.26.24</a>	Police Reports	Brittany	Hughes
24-07	1/30/2024	2/5/2024			01/30/2024	2/19/2024	2/16/2024	<a href="#">24-07 Kanerva 01.30.24</a>	Police Reports	John	Kanerva
24-08	2/15/2024	2/21/2024			02/16/2024	3/8/2024	2/23/2024	<a href="#">24-08 Walters 02.15.24</a>	Police Information	Kevin	Walters
24-09	2/22/2024	2/28/2024					2/23/2024	<a href="#">24-09 Schreiner 02.22.24</a>	Employee Information	Chris	Schreiner
24-10	2/22/2024	2/28/2024					2/29/2024	<a href="#">24-10 Schreiner 02.22.24</a>	Township Financial Information	Chris	Schreiner
24-11	2/26/2024	3/1/2024			02/28/2024	3/15/2024	Cancelled	<a href="#">24-11 Aughney 02.26.24</a>	Election Information	Scott Aughney - Citizens for Electoral Justice	
24-12	3/28/2024	4/4/2024					4/2/2024	<a href="#">24-12 Genschuff (League of Women Voters)</a>	Election Information	Stephanie Genschuff - League of Women Voters	
24-13	3/28/2024	4/4/2024					4/1/2024	<a href="#">24-13 Lorens 03.28.24</a>	Police Reports	Steve	Lorens
24-14	4/8/2024	4/12/2024			04/10/2024	4/26/2024	4/11/2024	<a href="#">24-14 Zakrzewski 04.08.24</a>	Police Reports	Barbomiej	Zakrzewski
24-15	4/9/2024	4/15/2024			04/10/2024	4/29/2024	4/17/2024	<a href="#">24-15 Peterson 04.09.24</a>	Police Reports	Hannah	Peterson
24-16	4/15/2024	4/22/2024					4/18/2024	<a href="#">24-16 Ghiardi 04.15.24</a>	Police Reports	Luke	Ghiardi
24-17	4/25/2024	5/1/2024					4/25/2024	<a href="#">24-17 Soper 04.25.24</a>	Police Reports	Timothy	Soper

## Web Page Statistics

Year to date totals through April are shown in the table.

Month	Sessions	Page Views
January	1,889	6,150
February	1,657	4,579
March	1,601	4,091
April	2,059	5,380
Totals	1,889	6,150
<b>Averages</b>	<b>1,819</b>	<b>5,270</b>



## Zoning Permit Counts

Zoning permit counts through April, 2024:

2024 Reviewed Permits by Month		2024 Reviewed Permits by Type		
Month	Number of Permits	Permit Type	Approved Number	Denied Number
January	3	Addition	0	0
February	2	Alteration	0	0
March	6	Commercial Outbuilding	0	0
April	10	Conditional Use	2	0
		Deck	0	0
		Fence	8	0
		Garage	2	0
		Grading	0	0
		Home	1	0
		Home / Garage	3	0
		Home Occupation	1	0
		New Commercial	0	0
		Outbuilding	2	0
		Pole Building	0	0
		Rezoning Application	0	0
		Sign	1	0
		Site Plan Review	1	0
		Zoning Variance Request	0	0
<b>Total</b>	<b>21</b>	<b>Total</b>	<b>21</b>	<b>0</b>