

AGENDA
HAYES TOWNSHIP BOARD OF TRUSTEES
7:00p.m. April 8, 2024
Hayes Township Hall
9195 Major Douglas Sloan Road
Charlevoix, Michigan 49720

Join Zoom Meeting

<https://us02web.zoom.us/j/88001640434?pwd=QkdkY3AzN1dmKzZpajZQNEkwMkZ5dz09>

Meeting ID: 880 0164 0434

Passcode: 251468

+1 312 626 6799 US (Chicago)

1. Call to Order
2. Pledge of Allegiance
3. Review and Approval of Agenda
4. Public Comments
5. Approval of Regular Meeting Minutes of March 11, 2024
6. Treasurers Report
7. Clerks Report: Approval of Warrants
8. Reports: County Commissioner, Zoning Administrator, Planning Commission, Zoning Board of Appeals, Parks and Recreation, Trustee's, and Supervisor Reports.

NEW BUSINESS

9. Undine Cemetery Ground Penetrating Proposals
10. Tree Removal Hayes Township Hall Proposals
11. Election Inspector Appointments
12. Undine Cemetery Lawn Proposals
13. Road Millage Resolution
14. Charlevoix Community Pool Resolution
15. City of Charlevoix EMS Attorney Response
16. Township Staffing Position
17. Public Comment
18. Board of Trustee Comment

ADJOURN MEETING

Public Comment at Meetings of the Hayes Township Board of Trustees

The Hayes Township Board of Trustees values public input and offers two opportunities for the public to comment at its meetings, once near the beginning and once near the end. This affords the Board of Trustees the opportunity to hear your views and remarks. If you speak, you should not expect to engage the Board of Trustee members or any staff in discussion or debate.

Board of Trustee members will not respond to comments made during the Public Comment unless it becomes necessary to ask a clarifying questions, correct a factual error, or to provide specific factual information.

Questions about Township matters are best directed to individual Board members or Township staff (Planner, Zoning Administrator, or Assessor) between meetings. Contact information is available on the township website at: hayestownshipmi.gov.

The availability of public comment is recognized by the Michigan Open Meetings Act. The Act provides that rules may be adopted for orderly comment from the public. To that end, the following rules have been established by the Board of Trustees:

1. A person wishing to speak will indicate on the sign in sheet that they would like to be called on at Public Comment. All persons in attendance in person will be called on first. Zoom attendees can indicate they would like to speak by raising their hand icon.
2. The person will begin by stating their name, spelling it out if requested.
3. The person addresses the Chairperson, or other person chairing the meeting, on behalf of the entire Board of Trustees. Public comment is NOT to be addressed to individual Board of Trustee members, to any township staff present, or to other members of the audience.
4. There is a three (3) minute time allotment for each speaker. The time limit may be extended by the Chairperson or majority of the Board of Trustee members present. A speaker may speak only once at each Public Comment. There is no provision for another audience member to 'donate' their three (3) minutes to another speaker.
5. A speaker will be out of order if the speaker disrupts the meeting, speaks longer than the allotted time, uses vulgarities or makes a personal attack on a Board of Trustee member or Township employee that is unrelated to the performance of that person's duties.
6. If a speaker is called out of order, that speaker will not be able to speak again at the same meeting except by special leave of the Board of Trustees
7. The Chairperson, or other person chairing the meeting, will have the discretion to permit members to speak at times other than the times reserved for Public Comment.

HAYES TOWNSHIP
BOARD OF TRUSTEES REGULAR MEETING
March 11TH, 2024 7:00 PM
HAYES TOWNSHIP HALL
09195 MAJOR DOUGLAS SLOAN RD
CHARLEVOIX, MICHIGAN 49720
ZOOM 849 2451 3210

The March 11th, 2024, meeting of the Hayes Township Board was called to order by Supervisor Ron VanZee at 7:00 pm.

Board members present were Matt Cunningham (Trustee), Julie Collard (Treasurer), Doug Kuebler (Trustee), April Hilton (Deputy Clerk/Recording Secretary), Ron VanZee (Supervisor) and Kristin Baranski (Clerk)

Audience Members signed in: Stan Boris, Andrew Wilson, LuAnne Kozma, Connie Foster, David Zipp, Deb Narten, Ed Bajos, Jim McMahon, Ellis Boal, Todd Millar, Rod Slocum, CT Martin, Tim Boyko, Janet Simon, Alexander Curley, Katherine Simon, Bill McCarry, Sherry McCarry, Betty Henne, Shelly VanWart, Melvin Czechowski, Mary Mills, Dee Berg, Laura Ford, Gerry Mills, Donald Gregory, Diane McMahon, and Sharon Hoffman.

CALL TO ORDER

Supervisor Ron VanZee called the meeting to order at 7:00 pm.

PLEDGE OF ALLEGIANCE

REVIEWED & APPROVED AGENDA

Move Assessor Presentation after approval of agenda.

Ms. Baranski made a motion, supported by Mr. Kuebler to approve the agenda as amended.

Yays: Matt Cunningham, Julie Collard, Doug Kuebler, Ron VanZee, and Kristin Baranski.

Nays: None Motion Carried

ASSESSOR PRESENTATION:

Alisa, Hayes Township Assessor, presented an annual report to the board and public.

Clarified the tax classification process and clarified classification is different from Zoning.

PUBLIC COMMENTS:

Public comment opened and closed at 7:15.

Public comments included:

- Correspondence Attached to the Minutes.

Closed at 7:21

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APPROVAL OF FEBRUARY 12TH 2024 BOT REGULAR MEETING MINUTES:

Ms. Baranski made a motion, supported by Mr. Cunningham to approve the February 12th, 2024, Board of Trustees regular meeting minutes as presented.

Yeas: Julie Collard, Ron VanZee, Matt Cunningham, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

TREASURERS REPORT

Ms. Collard presented a written report reporting all Hayes Township account balances.

CLERKS REPORT: APPROVAL OF WARRANTS

Clerk, Ms. Baranski, presented the warrants in the amount of \$45,909.32.

Ms. Baranski made a motion, supported by Ms. Collard, to approve Township warrants out of the General Fund in the amount of \$45,909.32. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, Ron VanZee, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

Ms. Baranski made a motion, supported by Ms. Collard to approve the installment payment for the EMS building loan in the amount of \$10,248.13, the total installment payment will be offset 100% by the LCEMSA monthly lease payment. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, Ron VanZee, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

Ms. Baranski made a motion, supported by Ms. Collard, to approve three invoices from the ARPA fund in the total amount of \$24,936.50. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, Ron VanZee, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

Ms. Baranski made a motion, supported by Ms. Collard to approve the purchase of new computers for the Treasurer, Clerk, Deputy Clerk, and Assessor up to the amount of \$1900.00 per computer.

Yeas: Matt Cunningham, Julie Collard, Ron VanZee, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

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COUNTY COMMISSIONER REPORT

Robert Jess was not present.

PARKS AND REC. REPORT

Parks and Rec did not meet.

PLANNING COMMISSION

Mr. Cunningham presented the Planning Commission Report. The next regular Planning Commission meeting is March 12th, 2024, at 7:00 pm.

ZONING BOARD OF APPEALS

ZBA did not meet.

Doug presented a report on Murry Road and Upper Bay Shore. Signs have been ordered!

ZONING ADMINISTRATOR REPORT

Ron VanZee presented a Zoning Administrator report.

Report available at the Hayes Township Hall.

TRUSTEES:

Mr. Cunningham wanted to Thank everyone who helped with the improvements at Hayes Township Hall. Stated the hall looks great!

SUPERVISOR REPORT: Ron VanZee presented a supervisor report.

Informed the Board and public he will be on vacation for the next couple weeks.

CHARLEVOIX ROAD COMMISSION ESTIMATES-MAPLE GROVE:

Mr. Kuebler made a motion, supported by Mr. Cunningham to approve posting for bids for the Maple Grove Road construction.

Yeas: Matt Cunningham, Julie Collard, Ron VanZee, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

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LCEMS FENCE PROPOSALS:

Ms. Baranski made a motion, supported by Mr. Kuebler to approve the bid estimate from Harbor Fence Company in the amount of \$4,997.00 from the ARPA fund, for a split rail fence with gate around the pond at the LCEMS building. A roll call was taken.

Yeas: Matt Cunningham, Julie Collard, Ron VanZee, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

FEE SCHEDULE UPDATE:

Ms. Baranski made a motion, supported by Ms. Collard to approve the Fee Schedule updates as discussed.

Yeas: Matt Cunningham, Julie Collard, Ron VanZee, Doug Kuebler, and Kristin Baranski.

Nays: None **Motion Carried**

PUBLIC COMMENTS: Public comments opened at 9:15 pm.

Comments included:

- Supports the purchase of the split rail fence.
- Does not think \$12 is enough for a FOIA coordinator.
- Asked who cuts the grass at the Cemetery.
- Asked for the shoreline properties on the Zoning Admin report be handle correctly and thoroughly with the Planning Commission. Correspondence attached to the minutes. Would like to talk to the Auditor about an Invoice from the City of Charlevoix.
- Thanked the Township for everyone's hard work and improvements to the Hall. Disappointed in the Voice. Would like the board to look into the Fence at the Reith Riley Green Pit.
- Would like an update on the old administration accounts issue brought up at the previous meeting.

Public comments closed at 8:06 p.m.

BOARD OF TRUSTEE COMMENT:

Ms. Collard thanked for all the resident's participation through the tax season.

Mr. VanZee thanked everyone who worked the election.

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133
134 **ADJOURNMENT:** Mr. Kuebler made a motion, supported by Mr. Cunningham, to adjourn at
135 8:08p.m.
136 Yeas: Matt Cunningham, Julie Collard, Ron VanZee, Doug Kuebler and Kristin Baranski.
137 Nays: None **Motion Carried**
138
139 Respectfully Submitted,
140 April Hilton
141 Hayes Township Deputy Clerk/Recording Secretary

April 2024 Treasurer Report

(As of April 2, 2024)

Charlevoix State Bank

1. General Fund-\$719,991.11

(\$509,991.11 available, \$210,000 Recommended Reserve)

2. Tax Account-\$26,783.68 *(restricted Treasury Funds)*

3. Township Warrant Checking-\$25,068.79

4. Pantry-\$8,545.47 *(restricted funds)*

5. ARPA *(restricted funds)*-\$141,076.78

6. Fundraising Account-\$12,052.43

Forefront

7. Metro Account-\$66,621.82

8. Prime Share-\$134.75

Horizon

9. Hayes Township Road Fund-\$374,842.10 *(restricted funds)*

AH

Austin Hale

(734)478-4291

austinhale1986@yahoo.com

April 4, 2024

Hayes TownShip

Closet Doors and Cabin Exterior
door Hardware replacement

DESCRIPTION

AMOUNT

Materials (Doors and Hardware)

\$838.00

Install

\$200.00

SUBTOTAL \$1,038.00

TAX RATE 6.00%

TOTAL \$1,100.28



Proposal: 03102402
Date: March 10, 2024

ATTN: Randy Johnson

Hayes Township
P: 218.340.9555
E: randyj_j20@yahoo.com

Project: Undine Cemetery-GPR

Salesman Contact Information:

Nick Schwartz
P (616) 730-3331
C (616) 634-9173
E nick@facilitiescompliance.com

Qty	Product	Description	Unit Price	Total Price
1	GPR/EM	Utilize Ground Penetrating Radar to investigate for the evidence and locations of unmarked already occupied burial plots on the entire Undine Cemetery property. No investigation will be performed in the roadway. Please note, because of the nature of and age of the body burials in different cemeteries, many different underground obstructions including but not limited to tree root systems may conceal evidence of the body burials or even create false anomalies masking as body burial locations. This is especially true in areas with heavy vegetation. Pricing includes mobilization, materials, time on site data collection, and reporting of findings. Report will include scaled PDF drawing. The most accurate measurements would be obtained if the cemetery is surveyed and property lines are staked ahead of the GPR survey. Please review the terms and conditions attached which take effect with acceptance of this proposal.		\$5,500

Project Total: \$5,500



STANDARD TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS OF SALE ("TERMS") ARE INCORPORATED BY REFERENCE INTO EVERY QUOTATION, PROPOSAL, AND INVOICE, ISSUED BY FACILITY MANAGEMENT CONSULTANTS INTERNATIONAL LLC ("FMCI"), AS AMENDED FROM TIME TO TIME (COLLECTIVELY, THE "AGREEMENT"), FOR PRODUCTS AND SERVICES, AND SHALL BE THE ONLY TERMS AND CONDITIONS THAT WILL APPLY TO THE SALE OF PRODUCTS OR SERVICES BY FMCI, EXCEPT AS AGREED TO IN WRITING BY AN AUTHORIZED FMCI REPRESENTATIVE. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN A PURCHASE ORDER OR SIMILAR DOCUMENT OR ANY COMMUNICATION BY A BUYER OF FMCI'S PRODUCTS OR SERVICES ("BUYER") ARE HEREBY OBJECTED TO AND SHALL NOT BE BINDING ON FMCI UNLESS AGREED TO IN WRITING BY AN AUTHORIZED FMCI REPRESENTATIVE. ANY OF THE FOLLOWING ACTS BY BUYER SHALL CONSTITUTE ITS ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN IN THEIR ENTIRETY: (I) BUYER HAS SIGNED THIS DOCUMENT OR ANY QUOTE OR PROPOSAL TO WHICH THESE TERMS AND CONDITIONS ARE MADE APPLICABLE, (II) BUYER HAS IN ANY MANNER AUTHORIZED PERFORMANCE OF THE SERVICES OR DELIVERY OF ANY PRODUCTS, (III) FMCI HAS PERFORMED OR COMMENCED THE SERVICES OR OTHER DELIVERABLES WITHOUT OBJECTION BY BUYER, (IV) BUYER HAS PAID THE PURCHASE PRICE OR ANY PORTION THEREOF, OR (V) BY OTHER CONDUCT WHICH FAIRLY RECOGNIZES THE EXISTENCE OF A CONTRACT FOR THE PURCHASE AND SALE OF THE PRODUCTS OR SERVICES.

Price: Prices in effect at time of receipt or performance of products or services shall prevail. All prices quoted by FMCI are subject to change, in FMCI's reasonable discretion, without notice or in response to changes in scope, structural or material properties effecting service provided. Prices quoted do not include standby time or removal labor unless specified in writing. Fuel surcharges will be applied in all cases unless specified otherwise in writing by FMCI. Because the quantity of service required is determined by the Buyer, quantities and prices shown in estimates are not "firm" and unless specified in writing estimates are NOT "Firm and Fixed". Prices do not include tax and where applicable such taxes will be billed as a separate item and paid by Buyer. Hourly rates may be applied to services rendered in situations where unit production does not justify the time required to complete the work for reasons that are not the fault of FMCI or for issues related to preparation or (mis)communication with the Buyer and General Contractor/Architect/Engineer/Owner. (Example: stand by waiting for layout/shoring/lifting equipment, work performed on multiple levels or in multiple locations requiring multiple setups and mobilization of equipment, other trades in the work area, etc.) Work performed on job sites where prevailing wage rates apply will be increased by \$15/man/hour unless specified in writing by FMCI to the contrary.

Payment Terms: Buyer shall pay FMCI for all products or services provided within 30 days of the date on the invoice for such products or services. A late payment charge of 1.25% per month (an annual percentage rate of 15%) shall be charged on all past due accounts beginning on the 45th day past due and Buyer shall pay FMCI all costs incurred by FMCI in collecting any past due account from Buyer, including all court costs and attorney's fees. However, if the foregoing interest rate exceeds that rate which is the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accompany payment. Alternatively, payments and other adjustments must reference the invoice number to assure proper credit. Deductions if any must clearly reference the applicable FMCI credit memo number or other supporting document(s).

Conditions of Service: Buyer understands and agrees: (i) FMCI requires clear and uninterrupted access to the work area and expects all work available in one mobilization unless otherwise specified. Clear and uninterrupted access means no obstructions (equipment, vehicles, supplies, furniture, shrubbery, etc.) in the target areas to be scanned; (ii) the surface to be scanned must be free of obstructions to allow the antenna to roll freely; (iii) any proposal issued by FMCI is based on scanning the immediate area described, and additional scanning may affect price. FMCI may assess an hourly fee for down time occurring not due to the fault of FMCI; (iv) due to the size and shape of the antenna, Ground Penetrating Radar ("GPR") scanning is limited in the area immediately adjacent to a wall. Buyer should discuss job conditions with the FMCI representative; (v) scanning at depths greater than 12' requires mobilization of a larger antenna at additional cost; (vi) GPR scanning cannot be performed in areas with standing water, and GPR scanning of soils cannot be performed immediately after rainfalls; (vii) data collection equipment is a commercial broadband pulsed radar system using 1500 or 400 Mhz antenna (s) with survey wheel encoder.

Warranties: FMCI guarantees that if after scanning the requested target area, it cannot provide Buyer with a reasonably usable scan of that area FMCI will only invoice Buyer for mobilization and other reimbursable expenses if applicable. Unless specified in writing to the contrary, standard operating procedure dictates that FMCI employees only provide services in the exact locations specified by written instrument or marking paint on the surfaces to be modified. Because the scope of services offered to the Buyer are open to significant interpretation and are often influenced by more than two parties, namely the Buyer and the General Contractor and/or the Architect/Engineer/Owner and FMCI is not privy to or a party in discussions and investigation regarding the overall scope of the project, FMCI shall not be held liable for miss marked or miss located cuts, cores or service requests or the inability of FMCI to perform services because of issues related to preparation or (miss)communication with the Buyer and General Contractor/Architect/Engineer/Owner. For these same reasons FMCI shall not be liable for any damage to conduit, plumbing, electrical, telephone or similar embedments. In the event that a Buyer's representative is not available onsite to sign a completed work order the Buyer by default accepts the work order to be accurate and true. Although FMCI uses only state-of-the-art GPR scanning equipment and techniques, and provides ongoing GPR training for its operators, locates are only as accurate as the information imaged by the radar, i.e., GPR scanning does not see everything all the time. Every effort is made to minimize missed targets by collecting and assessing all available information relative to the job site, including layout and configuration of the area to be scanned, existing drawings, historical knowledge of personnel, and prior experience with similar sites.

EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED HEREIN, FMCI MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE, QUANTITY OR QUALITY OF THE SERVICES TO BE PERFORMED HEREUNDER. EXCEPT TO THE EXTENT OF ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FMCI SHALL NOT BE LIABLE TO BUYER FOR ANY DAMAGES AS A RESULT OF ITS PERFORMANCE OR FAILURE TO PERFORM THE SERVICES OR PROVIDE THE PRODUCTS. ANY STRUCTURAL SURVEY REPORT PROVIDED BY FMCI TO BUYER IS BASED UPON FMCI'S INTERPRETATION OF THE DATA COLLECTED AND IS PROVIDED SOLELY FOR ILLUSTRATION AND INFORMATIONAL PURPOSES. FMCI IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, ARISING OUT OF THE USE OF, OR RELIANCE ON THE DATA COLLECTED OR THE REPORT GENERATED. FMCI AND BUYER AGREE THAT (I) FMCI DID NOT MANUFACTURE ANY EQUIPMENT USED BY FMCI IN THE PERFORMANCE OF THE SERVICES AND, AS SUCH, FMCI SHALL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, ANY DAMAGES ARISING OUT OF ANY DEFECT OF SUCH EQUIPMENT; (II) SUBJECT TO THE CONDITIONS IN THIS AGREEMENT, FMCI WARRANTS ONLY THAT IT SHALL USE THE EQUIPMENT IN THE PERFORMANCE OF THE SERVICES IN ACCORDANCE WITH INSTRUCTIONS PROVIDED FROM THE MANUFACTURER THEREOF AND FURTHER DOES NOT WARRANT OR GUARANTEE THE RESULTS OF SUCH USE OR THAT SUCH EQUIPMENT IS FUNCTIONING PROPERLY; AND; (III) THE FOREGOING EXPRESS WARRANTIES PROVIDED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. FMCI AND ITS AGENTS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY MADE BY FMCI IN CONNECTION WITH THE PROVISIONS BY FMCI OF ANY SERVICES HEREUNDER IS THE RIGHT TO RECOVER AN AMOUNT NOT TO EXCEED THE AMOUNT PAID TO FMCI FOR THE PRODUCTS OR SERVICES.

Liability: Buyer's claims with respect to the products or services furnished by FMCI shall be limited to the contractual warranties and remedies expressly provided herein, and may be brought only in an action for breach of contract. Buyer shall not make any claim against FMCI based on any theory of tort, including but not limited to strict liability or negligence theories,



except to the extent of the gross negligence or willful misconduct of FMCI. FMCI shall not in any event be liable whether as a result of breach of contract, tort (including negligence) or other grounds for INCIDENTAL, SPECIAL or CONSEQUENTIAL DAMAGES including, but not limited to, loss of profits or revenue, loss of use of goods or associated products, cost of capital, cost of substitute products, facilities or services, downtime costs, delays, or claims of customers of Buyer for such damage. In addition, if FMCI furnishes Buyer with advice or other assistance regarding any products or services and which is not required pursuant to this Agreement, the furnishing of the advice or assistance will not subject FMCI to any liability, whether based on contract, warranty, tort (including negligence) or other grounds. The total liability of FMCI under this Agreement for breach of warranty, or for any other breach of the Agreement or for any claim related to services furnished by FMCI under this Agreement, shall in no event exceed the amount paid to FMCI by Buyer hereunder.

Indemnification: To the fullest extent permitted by law, Buyer expressly agrees to indemnify and hold harmless FMCI, its affiliates, officers, directors, employees, agents, successors and assigns ("Indemnitees") and defend the Indemnitees from and against any and all claims, liabilities, lawsuits, losses, costs, expenses, or damages (including reasonable attorney and professional fees) of any kind or nature whatsoever, including, without limitation, claims for personal injury (including death) or property damage, whether such claims are premised on contract, tort or otherwise, including strict liability, which arise out of or result from, or are in any way related to the Agreement and/or the services and products sold hereunder, except to the extent of FMCI's willful misconduct or gross negligence.

Setoff: Buyer acknowledges and agrees that it may not set off or otherwise debit against or recoup from any amounts due or to become due to FMCI, any amounts due or become due to Buyer, unless and until FMCI agrees in writing to such setoff or recoupment, and that Buyer shall not exercise any right to setoff or recoupment in connection with any disputed, contingent, or unliquidated claim. In the event Buyer fails to comply with the foregoing and improperly sets off, debits or recoups from amounts due or to become due to FMCI, FMCI shall be entitled, in addition to all of its other rights hereunder or otherwise, to withhold products or services until Buyer reverses such improper set off, debit and/or recoupment.

Accord and Satisfaction: Any payment tendered to FMCI in full satisfaction of a disputed debt shall be sent to: 812 Saginaw St. Bay City, MI, 48708, or another address provided by FMCI to Buyer from time to time. FMCI will not be bound by any endorsement or statement on any payment or in any letter accompanying a payment. The payment will not constitute an accord and satisfaction and FMCI's acceptance of the payment will not limit FMCI's right to pursue full payment and remedies.

Change in Products or Services: Unless specifically agreed to in writing by FMCI, FMCI shall have no obligation to implement any change requested by Buyer to the Agreement. To the extent that any such requested change is agreed upon by FMCI, the parties will negotiate in good faith and agree upon an appropriate adjustment to the time for performance, an equitable price adjustment, and the amount of reimbursement by Buyer for any other costs and/or appropriate adjustment resulting from the requested change before FMCI is under any obligation to commence work on any such agreed upon change. FMCI may impose an hourly rate schedule in the event of such changes. In addition, all costs and expenses associated with the implementation of any such requested change shall be paid by Buyer in advance, or, if agreed to in writing by FMCI, within thirty (30) days of the date of the invoice.

Termination: FMCI may immediately terminate the Agreement as a result of Buyer's: (i) breach, threat to breach and/or repudiation of any representation, warranty or other term of the Agreement; (ii) making an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Buyer; (iii) request for accommodation from FMCI, financial or otherwise, in order to meet its obligations under the Agreement; (iv) entering or offering to enter into a transaction that includes a sale of a substantial portion of its assets or a merger, sale or exchange of stock or other equity interests that would result in a change in control within the meaning of the Internal Revenue Code and regulations issued thereunder; or (v) financial or other condition that could, in FMCI's sole judgment, endanger Buyer's ability to perform. Buyer may only terminate the Agreement upon a material breach by FMCI which remains uncured thirty (30) days after FMCI's receipt of written notice of such breach from Buyer. If this Agreement is terminated by either party, in addition to all other rights FMCI may have hereunder or other at law or in equity, Buyer shall, within thirty (30) days, pay to FMCI: (i) the contract price for all finished products and services delivered or performed prior to termination; and (ii) the cost of all work in process, if any (based upon the contract price multiplied by percentage completion).

Force Majeure: FMCI shall not be liable for any failure to perform or delay in performance when due to acts of God, compliance in good faith with any applicable foreign or domestic government regulation or order whether or not it proves to be invalid, fires, floods, windstorms, other natural disasters, riots, wars, labor disputes (including strikes or lockouts), inability to obtain power, components, materials, transportation, or equipment or any other cause beyond the reasonable control of FMCI. To the extent that such factors cause FMCI to reduce or suspend its delivery of the products or services, the time for the performance shall be extended for as many days beyond the date thereof as are required to obtain removal of such causes.

Intellectual Property: In the absence of a written agreement to the contrary, all right, title to, and interest in all intellectual property (including patents, trade secrets, copyright, design rights, and trade marks) and materials (including all reports, plans, diagrams, specifications, designs, photographs, data, drawings and models) which are developed, designed or generated by FMCI in the performance of the Agreement shall be owned by FMCI as legal and beneficial owner. Buyer is granted a limited non-exclusive license to use any such property as reasonably necessary.

Credit: Any credit balance issued by FMCI will be applied within one (1) year of its issuance. IF NOT APPLIED WITHIN ONE (1) YEAR, THE BALANCE REMAINING SHALL BE CANCELLED, AND FMCI SHALL HAVE NO FURTHER LIABILITY.

Assignment or Delegation: Buyer shall not assign or delegate any or all of its duties or rights hereunder without FMCI's prior written consent. Any attempted assignment or subcontracting by Buyer without such consent shall be ineffective and will not relieve Buyer of its duties or obligations under this Agreement. In the event of a proper assignment, the Agreement shall be binding upon and inure to the benefit of the Buyer's successors and assigns.

Independent Contractor: Buyer and FMCI are independent contractors, and nothing in this Agreement shall be interpreted to make either party the employee, agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

Governing Law: This Agreement shall be construed in all respects under the laws of the state of Michigan without regard to the dictates of conflicts of laws thereof and the parties agree to submit to exclusive jurisdictions and venue in the United States Federal District Court for the Western District of Michigan, or the State courts located in Kent County, Michigan.

Authority: Buyer warrants and represents that the individual executing the Agreement on behalf of Buyer has the authority to bind Buyer to the obligations contained in such Agreement.



Proposal: 03102402
Date: March 10, 2024

Waiver: No waiver shall be effective unless it is in writing. The failure of FMCI to require performance under any provision of this Agreement shall in no way affect FMCI's right to require full performance at any subsequent time, nor shall the waiver by FMCI of a breach of any of the terms and conditions of this Agreement constitute a waiver of any other breach of the same or any other term.

Entire Agreement: The Agreement contains the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and may not be amended, modified or otherwise supplemented unless any such amendment, modification, or supplementation is done so in writing and explicitly references this Agreement and is signed by authorized representatives of Buyer and FMCI. Without limiting the foregoing, no additional or conflicting provisions in Buyer's documents shall be deemed a part hereof and FMCI specifically objects to and rejects any such provisions. No affirmation, representation or warranty, however made, which is not specifically included with the Agreement is a part hereof. No course of prior dealings between the parties, no usage of the trade, no representation by FMCI's agent or in FMCI's advertisements shall be relevant to supplement or explain any term used in the Agreement. Acceptance of or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

Buyer Signature: _____ Date: _____

Print Name: _____

This quote is valid for 60 days. Quoted prices are for the scope indicated. Changes in scope performed can affect quoted price.

April 5, 2024

SENT VIA ELECTRONIC MAIL

Ms. Kristin Baranski
Hayes Township
09195 Major Douglas Sloan Road
Charlevoix, Michigan 49720

Re: *Technical and Cost Proposal* – Professional Consulting Services for the Hayes Township
Cemetery Mapping Project
TriMedia Proposal Number 2024-8360

Dear Ms. Baranski:

TriMedia Environmental & Engineering Services, LLC (TriMedia) appreciates having the opportunity to demonstrate how our staff can be of assistance to Hayes Township by providing Geographic Information Systems (GIS) and Ground Penetrating Radar (GPR) based mapping services for the cemetery.

Our team of professionals provides expertise in the areas of GIS planning, mapping, database management, cemetery information management, GPR, surveying, hydrologic and wetland studies, and storm water management. We have an experienced team with diverse expertise gained from consulting project work and from prior staff/management positions in the industry. Mr. Ken Kaiser, GISP, will provide technical expertise and project management. He will be assisted by other TriMedia technical staff with commensurate credentials.

TriMedia has successfully completed, or is in the process of completing, similar local projects for Limestone Township, Mathias Township, Munising Township, Mueller Township, Humboldt Township, L'Anse Township (Aura and Pequaming cemeteries), Escanaba Township, Atlas Township, Hayes Township, Hamilton Township, Ovid Township, Spurr / Michigamme Townships, Burleigh Township, and the City of Ishpeming.

PROJECT UNDERSTANDING

TriMedia understands that Hayes Township is requesting a cost estimate for GIS and mapping services related to the cemetery. We have developed the following proposed *Scope-of-Service* based on information available to-date.

Scope-of-Service

Task 1: Project Management

TriMedia will provide project management services to aid in ensuring project tasks and budget are consistent with this proposed Scope-of-Service. This effort will include project planning and scheduling activities, and development of documentation and communication to support the project.

Task 2: GIS and Plot Map Development

TriMedia will develop a GIS created from the existing paper map of cemetery blocks, plots, and gravesites. This map will be populated in GIS with data that Hayes Township has currently in a paper, spreadsheet, or digital format. The GIS database for plots will include all ownership and interment records, and show plots that are available for purchase. The GIS will be set up so it can be maintained by the Township through the use of GIS software. The Township may also choose to contract with TriMedia separately from this proposal to maintain the data, on a time and materials basis. Should the Township choose to maintain the data, they will need to separately purchase ESRI ArcGIS Online account. The current cost of this is \$765.00 per year. TriMedia will set up and train Township staff on the use of ArcGIS Online.

Task 3: GIS Public Access Website

TriMedia will develop a web-based, interactive map depicting headstone locations, burial names, and headstone photographs. This will provide an easy to use, searchable, web-based map to allow the public to easily navigate the cemetery via computer or real time via their phone or tablet. A QR code will also be provided to open the website via smartphone at the cemetery.

Task 4: GPR Survey and Mapping

TriMedia will use the existing cemetery drawing to establish a survey grid. The grid will be used to set up GPR survey paths traversing the plots already established at the property along with other areas of interest. GPR survey will be performed using a GSSI Utility Scan DF, which is equipped with dual frequency (300/800 MHz) antennae, to traverse the cemetery plots and identify which plots may have been used and which may be empty. Locations of anomalies will be surveyed using GPS equipment. Using the GPR and GPS survey data, TriMedia will provide Hayes Township with an updated digital map depicting the plots with used and empty spaces, along with anomalies indicating potential unmarked burials.

Task 5: Global Position Systems (GPS) Headstone Mapping / Inventory

TriMedia will collect survey grade GPS locations of all headstones with photographic links. Headstone data such as name, birth/death dates, and veteran status will also be collected. This will also serve as an inventory of all burials recorded on headstones to create a complete and accurate burial map/database. This dataset will allow users to

view actual site photographs of locations that they select and allow staff to match actual burial information with grave plots.

Task 6: Drone Survey

TriMedia recommends a drone flight be performed to acquire accurate and high-quality aerial photographs of the existing cemetery. The aerial photograph will be utilized as a background and reference for the GIS data and will clearly show features such as buildings, fences, and headstones. Field activities will be completed by a Federal Aviation Administration Unmanned Aircraft Systems certified remote pilot, who will be accompanied by a flight observer. It is recommended that this task occur in the fall/spring when leaves are not present on the trees.

Task 7: Travel and Expenses

This task includes mileage at the rate of \$0.75 per mile, mobilization fee, lodging for two days, and per diem and travel time for two people.

PROJECT COST ESTIMATE

TriMedia has developed a not-to-exceed cost of **\$13,950.00** for completion of the tasks as presented above. The project will be billed on a time and expense, not-to-exceed basis and in no case will the project estimate be exceeded unless so authorized by Hayes Township in writing. In this way, should some of the project contingencies not be necessary, Hayes Township will limit project expenditures because TriMedia will only charge for those services required and expended during the project. The cost estimate is further detailed as follows:

Task 1: Project Management	\$ 750.00
Task 2: GIS and Plot Map Development	\$ 3,300.00
Task 3: GIS Public Access Website	\$ 1,100.00
Task 4: GPR Surveying and Mapping	\$ 3,450.00
Task 5: GPS Headstone Mapping / Inventory	\$ 1,300.00
Task 6: Drone Survey	\$ 1,050.00
Task 7: Travel and Expenses	<u>\$ 3,000.00</u>
Total	\$13,950.00

AUTHORIZATION TO PROCEED

TriMedia appreciates having the opportunity to present this *Technical and Cost Proposal*. We trust the content and format of this correspondence is consistent with our discussions and your expectations. In the event you wish to retain TriMedia, we request your authorization to proceed by executing below and returning one copy of this correspondence and one initialed copy of the enclosed Terms and Conditions. Should you desire to issue a Purchase Order, please reference *TriMedia Proposal Number 2024-8360*, and all Terms and Conditions presented herein shall apply. This proposal will remain valid for a period of 90 days from the date issued.



SERVING ALL OF NORTHERN MICHIGAN

ESTIMATE/INVOICE

A-1 ARBOR CARE

10431 Old US 31 N
Charlevoix, MI 49720
(989) 386-3240

JOB NAME <i>Hayes Township</i>	
LOCATION <i>9195 Old 31 N.</i>	
<i>Charlevoix, MI 49720</i>	
PHONE <i>547-6961</i>	DATE

SERVICES/MATERIALS

*Removal of tipped over pine tree.
Chipping and removal of all brush - Hauling
away all of the wood chunks, and raking up
all debris in the work area.*

A-Team Tree Service / A-1 Arbor Care estimates cost for the performance of the task as listed. Should there be any reason to modify the scope of work, A-Team Tree Service / A-1 Arbor Care will seek your approval with a revised estimated cost before commencing any such additional work.
(option: Change to time and materials)

PAYMENT: Payment is due upon completion of work. See below for fees applied to unpaid accounts.

LIMITATIONS AND CONDITIONS:

A-Team Tree Service / A-1 Arbor Care anticipates being able to commence work within _____ days' upon receiving your notice to proceed. To initiate this project, A-Team Tree Service / A-1 Arbor Care requests acceptance of this letter and confirmation of our engagement by your signature in the place provided below. The site owner must mark out all public/private utilities. A-Team Tree Service / A-1 Arbor Care assumes no responsibility for the location of or damage to underground utilities not clearly marked by the site owner prior to commencement of site services. Additional costs may be incurred if metal or concrete are found which result in damage to stump grinders, chain saws, or chain saw bars or chains. A-Team Tree Service / A-1 Arbor Care will require a clear path (10' wide) to the work area unless otherwise noted in the estimate. If you have any questions or need additional information regarding the information presented herein, please do not hesitate to call us at (989) 386-3240.

All tree work is to be completed in a workman manner found in the ANSI A300 standard for tree care operations. All agreements are contingent upon weather, accidents and other delays beyond our control. A-Team Tree Service / A-1 Arbor Care will not be responsible for damage to any underground installations, such as pipes, cables, wires, irrigation systems and septic systems. The above prices and specifications are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Accounts unpaid after ten days are subject to a \$50 late fee. In the event that a delinquent account is placed in the hand of an attorney or licensed collector for collection, I agree to pay, in addition to the amount of said account and interest at 1.5% per month, an additional late fee of \$50 and all costs of collection, including a reasonable attorney's fee. Returned check fee is \$30. I certify that I am the owner, or have the legal right to represent the owner, of the above trees and/or landscape areas and indemnify A-Team Tree Service / A-1 Arbor Care for all damages, attorney's fees and costs should a legal dispute arise concerning the ownership of the above property.

YOUR SIGNATURE BELOW WILL CONSTITUTE A BINDING CONTRACT. Cancellation is subject to a cancellation fee of 25% of the contract price. This estimate is valid for 60 days.

Client Signature (Accepting Estimate)

Date

SUBTOTAL

TAX

TOTAL *\$ 750.00*

UPON COMPLETION OF AGREED WORK this estimate is to serve as an invoice regarding payment for the agreed upon work. A signature of the line below from the client and an authorized representative from A-Team Tree Services / A-1 Arbor Care signifies that the work has been completed in a satisfactory manner and that the amount agreed on above is billable to the client for services rendered.

Client Signature (Acknowledging Completed Work)

Date

Authorized Signature (Acknowledging Completed Work)

Date

Crandell Logging



Steve Crandell, Owner

Select Cutting
Specializing in Timber
Stand Improvement

Firewood/Tree Service

(231)582-7445

Insured

(231)313-3740

•Free Estimates•

(231)582-7445 / (231)313-3740

06821 Pincherry Rd.
Charlevoix, MI 49720

•Tree Service

•Spraying

•Pruning

•Select Cutting

•Firewood

ESTIMATE

NAME: Hays township STREET ADDRESS: township Hall

CITY: _____ ZIP: _____ PHONE: _____

LOCATION: _____

TREE SERVICES

TREE TRIMMING: _____

SPRING & FALL CLEAN: _____

TREE REMOVAL: spruce

SHRUB PRUNING: _____

HYDRO SEEDING: _____

GRADING: _____

BLACK DIRT: _____

LAND SURVEY

LAND SIZE: _____

TREES: ☐ PINE ☐ CEDAR ☐ ASH ☐ MAPLE

☒ OTHER: spruce tree

SUN: ☐ FULL ☐ PARTIAL SHADE ☐ DENSE SHADE ☐ NEED LIME

SOIL TYPE: ☐ CLAY ☐ TOP SOIL ☐ SAND ☐ PEAT

☐ OTHER: _____

SPECIAL PROBLEMS: ☐ LEAF SPOT ☐ INSECT

☐ OTHER: wind damage

FERTILIZER APPLICATION SCHEDULE

☒ SPRING FERTILIZER: full cleanup and removal of \$ _____

☒ FERTILIZER & TREE SPIKES: large spruce tree. Brush chipped \$ _____

☒ FERTILIZER: and wood removed. stump cut at \$ _____

☒ WINTER FERTILIZER: Ground Level \$ _____

total = \$ 500.00

ADDITIONAL COMMENTS: _____

TREE SPECIALIST: Steve Crandell DATE: 3-14-24

CUSTOMER'S SIGNATURE: _____

Election Inspectors May 7th, 2024, Special Election

R – KRISTIN BARANSKI

D- APRIL HILTON

D- JANICE VEDDER-WHIPPLE

R- DOUG KUEBLER

R- VANESSA CEBULSKI

R- PAM HOOPER-GRIFFITTS

D- STEVE RITTER

D- EUGENE BRANNIGAN

R- TERRI HILTON

R- DORIS HOSMER

R- MARK HOSMER

D- NANCY SIMON

D-KAREN WOOSTER

Hayes Township
Undine Cemetery

Estimate

- Spring Clean-Up..... \$1,000.00
- Fall Clean-Up..... \$1,000.00
- Lawn Mowing per cut..... \$175.00

Please review the documents below.



2010 Cedar Valley Rd. - P.O. Box 696 - Petoskey, MI 49770

P: 231-348-2624 F: 231-348-3852 www.drostlandscape.com

Proposal #28703 Maintenance Contract 2024

Submitted To: Hayes Township Clerk
09195 Old US 31 North
Charlevoix, MI 49720

Project: Hayes Township Clerk
7247-7287 Boyne City Road
Charlevoix, MI 49720

Scope We propose to furnish the following scope of work to complete the above mentioned project:

Spring Clean Up

 Initial

Estimated Visit(s): 1

Initial Approved _____

\$850.39

Includes labor to remove winter debris from lawn area.
Debris includes: leaves and large sticks.

Debris will be loaded into truck and hauled off site.

Labor- Maintenance Team Leader

Labor- Maintenance Team Member

 Initial

Fall Clean Up

Estimated Visit(s): 1

Initial Approved _____

\$2,099.01

Fall cleanup includes removal of leaf and debris in lawn areas on cemetery property. Sticks both large and small will also be cleaned up at this time.

Debris, Disposal

Labor- Maintenance Team Leader

Labor- Maintenance Team Member

 Initial

Lawn Mowing

Estimated Visit(s): 11

Initial Approved _____

\$2,885.49

Bi-Weekly lawn cutting, trimming & blowing of site. (11 cuts)

Additional Fall mowing and leaf pickup will be done at Time & Material.

Labor- Lawn Mowing Team Leader

Labor- Lawn Mowing Team Member

1 of 4

Begin Signing

Sign Later

Decline

Resolution 04082024

HAYES TOWNSHIP ROAD MILLAGE RESOLUTION – XXXXXXXXX made a motion, supported by XXXXXXXX to adopt the following resolution;

WHEREAS, the Township Board of Hayes Township wishes to provide Road Repair and Maintenance; and

WHEREAS, townships, may provide Road Repair and Maintenance, as authorized by Public Act 51 of 1951, MCL 247.670; and

WHEREAS, townships may impose and levy ad valorem property taxes to finance lawful public services, as authorized by the Michigan Constitution of 1963 and other laws; and

WHEREAS, the Township Board of Hayes Township wishes to levy 1 mill for Road Repair and Maintenance;

NOW, THEREFORE, BE IT RESOLVED that the Township Board of Hayes Township, Charlevoix County, approves the following millage Ballot question language and directs the Clerk to submit it to be placed on the August 6, 2024 election ballot:

HAYES TOWNSHIP

Proposal to Renew Road Millage

This proposal renews the 1 mill road millage previously approved by the electors that expired after the December, 2023 levy.

Shall the limitation on the amount of ad valorem taxes which may be levied by the Township of Hayes, Charlevoix County, Michigan, against taxable property in the township be increased by up to one (1) mill (\$1.00 per \$1,000 of taxable value) for a period of four (4) years, 2024 through 2028, inclusive, for the purpose of providing funds for road repair and maintenance, and shall the Township levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$245,596.41.00 for the Township in 2024.

Roll Call

Doug Kueber, Matt Cunningham, Ron VanZee, Julie Collard, Kristin Baranski

Yays:
Nays:
Absent:

Resolution Adopted.

I, the undersigned, the Clerk of the Township of Hayes, Charlevoix County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Hayes Township Board at its regular meeting held on April 9, 2024 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by said Act.

Dated: April 9, 2024

Kristin Baranski, Hayes Township Clerk

Charlevoix Area Community Pool - Request for Non-Profit Status Confirmation

1 message

jon c <cooksey@gmail.com>
To: clerk@hayestownshipmi.gov

Wed, Mar 13, 2024 at 11:07 AM

Hi Kristin

I am following up on our phone discussion 2 weeks ago about recognizing the Pool as a non-profit organization as part of a gaming license application. The Pool is planning to include a raffle as part of its summer fundraising event, tentatively scheduled for Thursday, June 27th at the Charlevoix Historical Society/Depot beach building.

The Michigan State Charitable Gaming Division confirmed that the Charlevoix Area Community Pool is required to obtain confirmation that it is a non-profit operating in Hayes Township.

The attached PDF includes instructions for the application item #6 which requests the Hayes Township board to confirm the Pool is a recognized non-profit organization located in Hayes Township.

I have also included the Pool's Charitable IRS non-profit status letter for reference.

Please let me know if you can include this at the next board meeting.

Thank you for your help and please call me with any questions

Jon Cooksey
Treasurer for the Charlevoix Area Community Pool
cooksey@gmail.com
415-377-1964

2 attachments

Hayes Township Qualification Information - raffle 2024 03 13.pdf
196K



CACP IRS 501 (c) (3) Confirmation 1999 12 23.pdf
620K



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a _____ meeting of the Hayes Township
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Charlevoix Area Community Pool of Hayes Township,
NAME OF ORGANIZATION CITY

county of Charlevoix, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Hayes Township at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

fax
248-477-5169

DEPARTMENT OF THE TREASURY

Date:

DEC 23 1999

CHARLEVOIX ARCA COMMUNITY
11905 US 31 NORTH
CHARLEVOIX, MI 49720-9060

Employer Identification Number:
38-3219489

DLN:
17053331730009

Contact Person:

GREGG A TAYLOR

ID# 31366

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:
August 1995

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Letter 1050 (DO/CG)



LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c) OR copies of one bank statement per year for the previous five years, excluding the current year.
4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert to the benefit of the local government or another nonprofit organization.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines "A local civic organization in this state that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property must revert to the benefit of the local governmental subdivision that granted the resolution or another nonprofit organization on dissolution of the organization."



Zoning Administrator Report

April 2024

Zoning Administrator work in progress report for the month of March includes the following:

- Issued zoning permit for 36'x16' Accessory Structure at 6951 Bay Shore W. Dr.
- Working with contractor and landowner for shoreland restoration/installation plan on Woods Creek Drive.
- Issued zoning permit for a Single-Family Residence at 06946 Pincherry Rd.
- Issues zoning permit for a 16'x34' Accessory Structure at 7580 9-mile Point.
- Received and reviewing application for a new home build on Dalton Rd.
- Continue work with Tip of the Mitt and Shoreland Review Committee to complete application for garage with/without living space.
- Received and reviewing application for a new Accessory Structure at 06094 Division St.
- Working with Charlevoix County Equalization on new mapping for lakes and streams as well as zoning map corrections
- Discussed the Property split requirements with a landowner.
- Continue work with Tip of the Mitt and Shoreland Review Committee to complete application for new single-family residence on Mulberry Lane.
- Inspected a violation on Maple Grove concerning lighting.
- Continue work with application for Special Use Permit for outdoor display, indoor showroom, and sales on US 31 N/North Star Drive.
- Conducted Inspections for Compliance.
- Inspected two properties for Shoreland Protection Strip as part of permit application process.

news item for the next Hayes Township Voice

Todd Millar <tmillar@parkerharvey.com>
To: "clerk@hayestownshipmi.gov" <clerk@hayestownshipmi.gov>
Cc: "Kayla E. Sklener" <ksklener@parkerharvey.com>

Mon, Apr 1, 2024 at 11:04 AM

Kristin,

As I explained on the phone, the gist of the court of appeals ruling was that these three judges disagreed with Judge Hayes that Kozma's lawsuit was devoid of legal merit. In other words, while they did not rule that she had a winning case by any stretch, she had enough of a viable legal argument to avoid sanctions. As a result, she does not have to pay sanctions. That is all this case stands for.

Todd

Todd W. Millar

Attorney

DIRECT 231.486.4519 EMAIL tmillar@parkerharvey.com

PARKER HARVEY PLC

901 S. Garfield Ave, Suite 200, Traverse City, MI 49686

MAIN 231.929.4878 FAX 231.929.4182 www.parkerharvey.com



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[Quoted text hidden]

news item for the next Hayes Township Voice

1 message

Ellis Boal <ellisboal@voyager.net>

Sat, Mar 30, 2024 at 8:27 PM

To: Ron VanZee <supervisor@hayestownshipmi.gov>, kristin baranski <clerk@hayestownshipmi.gov>, treasurer@hayestownshipmi.gov, Matt Cunningham <trustee2@hayestownshipmi.gov>, Doug Kuebler <hayestrustee5@gmail.com>

Cc: Todd Millar <tmillar@parkerharvey.com>

Boathouse update: Court vacates \$6040 sanction against LuAnne

On March 14 the Michigan Court of Appeals vacated a circuit court sanction of \$6040 leveled against LuAnne Kozma, to have been paid by her to neighbors Scott and Debra Law.

The decision is downloadable here: <https://protectlakecharlevoixshoreland.org/wp-content/uploads/2024/03/Kozma-v-Law-coaDecision.pdf>

The sanction had been imposed by Judge Roy Hayes of the Charlevoix Circuit Court for LuAnne having filed a supposedly frivolous lawsuit against the Laws in 2022, about a proposed basin/boathouse/event center on their property near her in Hayes Township on the shore of Lake Charlevoix.

The event center, made of stone, with a winding staircase and several mens/womens toilets, would have seated and fed 350 guests.

Her suit sought to order them not to proceed with construction pending a Township hearing.

At various times the Laws secured approval for the project from the state and federal governments. But a Township permit was also needed, LuAnne's suit contended. She had earlier started a separate suit to force the Township Zoning Board of Appeals (ZBA) to timely process Interpretation requests she and two cousins had filed.

Attached to Township Attorney Todd Millar's reply brief against that case, Supervisor/Zoning Administrator Ron Van Zee signed an affidavit in November 2021, notarized by Treasurer Julie Collard. The brief stated the affidavit was a "determination" that no Township permit was needed for the basin because it was supposedly governed exclusively by the state and the federal governments; and once they gave approval according to Todd, Ron would "likely" issue a Township permit.

Ron had previously issued a permit for the boathouse, but it had expired.

(The ZBA did schedule hearings for the Interpretation Requests for January-February 2022. Those hearings self-aborted after LuAnne uncovered that one of the ZBA members, Roy Griffiths, had violated a ZBA protocol barring secret communication with another ZBA member. Separately we found out Roy was ineligible to sit anyway.)

In December 2021 LuAnne had filed a 53-page appeal with the ZBA against the Van Zee affidavit, arguing the Township indeed did have co-authority over the shoreline, and further that the Laws had to wait on excavating till the ZBA could make a decision.

The ZBA finally held a hearing in August 2022. It dismissed appeal of the Van Zee affidavit, despite that the Michigan Zoning Enabling Act (MZEa) specifically allows appeals to the ZBA of "determinations," even if no permit has been issued. The ZBA voted 4-1 on a motion of Chair Tom Darnton that Ron's affidavit was not an administrative decision, and the ZBA therefore had no jurisdiction.

ZBA member Rex Greenslade dissented.

Meanwhile in the suit on which the Appeals Court ruled last week, LuAnne had asked the Circuit Court to tell the Laws to hold up excavation till the ZBA could rule. The Appeals Court noted the Laws had flown a helicopter at low altitude over her and her property, a provocation. See the helicopter video here: <https://www.youtube.com/watch?v=EWUlkqaBfGQ>.

On August 5, 2022, Judge Hayes rejected that suit. Further, the Laws contended the suit was not only wrong but frivolous because the Township had not granted an actual permit. They said they didn't want to wait because they wanted to have a big party in the boathouse at Christmas rather than having to go to a restaurant.

Judge Hayes agreed and imposed a punishment against LuAnne, as the Laws had requested. He settled the amount at \$6000 for attorney time + \$40 for two filing fees.

Such a counter-claim is sometimes called a "SLAPP" suit ("Strategic Lawsuit Against Public Participation").

The Law attorneys were Jennifer Schafer and Harry Golski, assisted by the Laws' corporate counsel in Indiana, where they own Zotec Partners, a medical billing company.

The Court of Appeals has now reversed and vacated the \$6040, holding LuAnne's suit was not frivolous but had "arguable legal merit."

She had noted that under the MZEa all "proceedings in furtherance of the action appealed" are stayed if a ZBA appeal is filed.

But the Circuit Court had reasoned:

"The automatic-stay statute was inapplicable in this case because the zoning authority had issued no permit and plaintiff [LuAnne] therefore did not have a valid appeal to the zoning board of appeals."

The Court of Appeals took its time toying with this. It suggested the automatic-stay statute actually might not apply here because construction of a basin might not amount to a "proceeding." But then again it might, because otherwise irreparable damage could occur and the Legislature would not have created a right without a remedy.

(The US Supreme Court's very first decision made this point in 1803, holding a right without a remedy was an absolute no-no.)

Still, LuAnne's theory about the automatic stay had never been tested in Michigan's higher courts. Like an artist standing before an easel, her suit was creative.

The Court of Appeals appreciated that, and held the Charlevoix Court's order against her was "rooted in a factual error." The Court had "clearly erred."

Importantly though, the Court also noted the Laws had never lifted a shovel.

And the ZBA eventually ruled 4-1 in a different appeal, filed by LuAnne and cousins Irene Fowle and Elisabeth Hicklen, that no excavation was allowed, period, in the Township's Shoreland Protection Strip on the Lake.

It went on to rule unanimously in October 2022 that two buildings connected by a 100-foot covered porch or breezeway, are not considered "connected," and therefore do not constitute a single structure. Rather, they are two separate buildings. Another body blow to the Law project.

Over 50 people and organizations appeared before or wrote the ZBA in the cousins' support on that one.

Though the issue was not directly before it, the Court of Appeals ruling was an implicit rejection of the ZBA's holding in August 2022 that it had no jurisdiction to rule on Ron's "determination."

So, kudos to Rex.

The Laws gave up fighting this case long ago. and didn't even file briefs in the higher court.

LuAnne has filed for court-stipulated costs from the Laws, for filing fees, transcripts, and an appeal bond, summing to \$1392.80. They Laws have not objected.

Ellis

 **coaDecision.pdf**
357K

BS&A system and data security

1 message

Jim McMahon <jim_mcmahon_iii@yahoo.com>

Tue, Mar 12, 2024 at 2:56 PM

To: Kristin Baranski <clerk@hayestownshipmi.gov>, Julie Collard <treasurer@hayestownshipmi.gov>

Cc: Ron Van Zee <supervisor@hayestownshipmi.gov>, Matt Cunningham <trustee2@hayestownshipmi.gov>, Doug Kuebler <hayestrustee5@gmail.com>

Dear Kristin and Julie,

Thank you for answering my question at last night's BOT meeting regarding the new BS&A system configuration - that the BS&A system is host based, not local server based. There are lots of benefits that come with a host based system.

The purpose of my email is to suggest some considerations for system setup, not to give direction. With the new BS&A system, one objective would be to provide complete security and backup for Hayes Township's financial data and processes.

These considerations below are not an entire list. Perhaps, you have already given thought to security (both system and local) and to data base recovery.

1. Choose parameters that protect against ransomware, malware, and hacking. What software would be in place to prohibit downloading of questionable files and software?
2. Choose multilevel authentication (best) for all users. At a very minimum, use nothing less than two-factor authentication (2FA). Each user's authorization must be based on each person's specific need-to-know.
3. Is Hayes Township's data partitioned off from all other data bases and systemwide users? Are there sufficient firewalls to protect Hayes Township's data?
4. Are all inquiries and updates tracked (by user ID) and recorded by the BS&A system to help determine whether there has been nefarious activity?
5. In the case of a catastrophic event, such as a ransom demand or data recovery, will the township also maintain monthly or quarterly digital backup files, in a physical safe here at the township hall? This is in addition to the backup files that BS&A maintains.
6. Does the Hayes Township's auditor have processes and procedures available for you to use regarding all security and data integrity issues?

Also, remember to consider how your local laptops should employ the same security requirements and data recovery safeguards. You don't want your local laptops to be a vehicle to infect the system or data.

Please understand that this email is not 2nd guessing the plans that you have already made, but just some thought-starters as you scope out how you will implement the BS&A system, safeguarding the total system and the township's data. Good luck as you move forward.

Thank you.

Jim McMahon
phone: 231-347-9829

101 Char. State Bank Check 2643				Name	Memo	Amount
Check				Election Source	Election Supplies	-172.29
Check				Gabridge & Company	Audit/Quick Books	-2,350.00
Check				Quill	Office Supplies	-410.99
Check				Visa	Zoom, GLE, Quick Books, Spectrum, Crash Plan	-830.77
Check				Great Lakes Energy	HALLSTREET LIGHTS/FIRE BARN/PARK	-560.84
Check				PARKER HARVEY LAW	LEGAL SERVICES	-2,604.00
Check				Willmont Electric	Maintenance Hall/Parking Lot	-1,189.41
Check				DTE	GAS HALL/FIRE BARN	-762.23
Check				QUADIEN FINANCE	POSTAGE METER	-1,003.00
Check				Mitchell Graphics	Newsletter	-448.00
Check				Aimee Gilbert	April 2024 Newsletter	-150.00
Check				DG Window Cleaning	Hall Maintenance	-225.00
POST AUDIT				Backwoods Buildings	Park Well House	-7,682.50
Check				Shred It	Shredding Services	-442.22
Check				STATE OF MICHIGAN	38-2352841	-791.99
Check				IRS	38-2352841	-4,742.28
Paycheck				ALISA ABINEY	03/01/2024-03/31/2024	-2,428.60
Paycheck				Greg Dinzinger	03/01/2024-03/31/2024	-224.66
Paycheck				ROY GRIFFITTS	03/01/2024-03/31/2024	-491.18
Paycheck				APRIL HILTON	03/01/2024-03/31/2024	-3,061.96
Paycheck				Claire T Martin	03/01/2024-03/31/2024	-158.58
Paycheck				MARILYN MOREHEAD	03/01/2024-03/31/2024	-83.11
Paycheck				Mark Snyder	03/01/2024-03/31/2024	-158.58
Paycheck				KRISTIN BARANSKI	03/15/2024-04/14/2024	-3,748.69
Paycheck				JULIE COLLARD	03/15/2024-04/14/2024	-2,646.06
Paycheck				MATTHEW CUNNINGHAM	03/15/2024-04/14/2024	-498.65
Paycheck				DOUGLAS KUEBLER	03/15/2024-04/14/2024	-356.47
Paycheck				Ron VanZee	03/15/2024-04/14/2024	-4,254.15
Paycheck				Paul Zardus	03/01/2024-03/31/2024	-352.40
						-42,828.61
						-42,828.61

	Name	Memo	Amount
Total 101 Char. State Bank Check 2643			
TOTAL			
Installment	EMS BUILDING	Offset with Lease Payment	10,248.13

CHARLEVOIX COUNTY ROAD COMMISSION

MAPLE GROVE ROAD PAVING PROJECT - Hayes Twp.

A 489.0,24-07-01
 April 8, 2024
 James G. Vanek - Staff Engineer

1.02-Miles of drainage improvements, 22A aggregate, crush & shape, bituminous paving, and restoration on a portion of Maple Grove Road. (a county local road), Hayes Twp. September 27, 2024 completion date.

WORK ITEM		QUANTITY	UNIT	Tri-County Excavating, LLC.		Rieth-Riley Construction		E.F. Wilkinson & Sons		Payne & Dolan, Inc.	
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
Trenching		53.85	STA	\$ 60.00	\$ 3,231.00	\$ 37.00	\$ 1,992.45	\$ 100.00	\$ 5,385.00	\$ 43.75	\$ 2,355.94
Embankment, L.M. (Misc Quantity)		200	CYD	\$ 8.00	\$ 1,600.00	\$ 30.00	\$ 6,000.00	\$ 15.00	\$ 3,000.00	\$ 57.30	\$ 11,460.00
Ditching		500	LFT	\$ 5.00	\$ 2,500.00	\$ 5.00	\$ 2,500.00	\$ 14.00	\$ 7,000.00	\$ 16.74	\$ 8,370.00
Culvert, Class F, CSP, 12-Inch DIA.		444	LFT	\$ 39.00	\$ 17,316.00	\$ 56.00	\$ 24,864.00	\$ 44.00	\$ 19,536.00	\$ 85.72	\$ 38,059.68
22A Aggregate		1,350	TON	\$ 23.00	\$ 31,050.00	\$ 28.00	\$ 37,800.00	\$ 26.25	\$ 35,437.50	\$ 25.20	\$ 34,020.00
HMA Crush & Shape		15,557	SYD	\$ 1.70	\$ 26,446.90	\$ 2.00	\$ 31,114.00	\$ 1.40	\$ 21,779.80	\$ 1.93	\$ 30,025.01
4E1 Mod. Bituminous Pavement		1,135	TON	\$ 83.70	\$ 94,999.50	\$ 78.50	\$ 89,097.50	\$ 82.90	\$ 94,091.50	\$ 82.90	\$ 94,091.50
5E1 Mod. Bituminous Pavement		1,135	TON	\$ 84.10	\$ 95,453.50	\$ 82.50	\$ 93,637.50	\$ 83.40	\$ 94,659.00	\$ 83.40	\$ 94,659.00
Bituminous Approach (5E1 - Top)		75	TON	\$ 260.00	\$ 19,500.00	\$ 180.00	\$ 13,500.00	\$ 258.79	\$ 19,409.25	\$ 258.79	\$ 19,409.25
Bituminous Curb		1,650	LFT	\$ 0.15	\$ 247.50	\$ 0.15	\$ 247.50	\$ 0.15	\$ 247.50	\$ 0.15	\$ 247.50
Bituminous Spillway		85	SYD	\$ 43.00	\$ 3,655.00	\$ 35.00	\$ 2,975.00	\$ 48.00	\$ 4,080.00	\$ 38.46	\$ 3,269.10
Riprap, Plain		71	SYD	\$ 40.00	\$ 2,840.00	\$ 50.00	\$ 3,550.00	\$ 60.00	\$ 4,260.00	\$ 83.34	\$ 5,917.14
Bituminous Driveway Restoration		8	EACH	\$ 300.00	\$ 2,400.00	\$ 100.00	\$ 800.00	\$ 500.00	\$ 4,000.00	\$ 1,441.28	\$ 11,530.24
23A Shoulders		495	TON	\$ 24.00	\$ 11,880.00	\$ 33.00	\$ 16,335.00	\$ 29.00	\$ 14,355.00	\$ 40.71	\$ 20,151.45
Restoration		5,622	SYD	\$ 3.70	\$ 20,801.40	\$ 2.50	\$ 14,055.00	\$ 6.50	\$ 36,543.00	\$ 4.89	\$ 27,491.58
Monument Preservation		3	EACH	\$ 500.00	\$ 1,500.00	\$ 645.00	\$ 1,935.00	\$ 1,000.00	\$ 3,000.00	\$ 850.00	\$ 2,550.00
Monument Box		3	EACH	\$ 500.00	\$ 1,500.00	\$ 645.00	\$ 1,935.00	\$ 1,000.00	\$ 3,000.00	\$ 850.00	\$ 2,550.00
Traffic Control		1	LSUM	\$ 30,000.00	\$ 30,000.00	\$ 34,275.00	\$ 34,275.00	\$ 54,410.10	\$ 54,410.10	\$ 34,250.00	\$ 34,250.00
				\$366,920.80		\$376,612.95		\$424,193.65		\$440,407.39	

Maple Grove Road Paving Project
 Hayes Township
 April 8, 2024

Prepared By:
 James G. Vanek, Staff Engineer

CHARLEVOIX COUNTY ROAD COMMISSION

CONTRACT

It is mutually agreed between **HAYES** Township and Charlevoix County Road Commission, that the following construction will be contracted and completed by:

TRI-COUNTY EXCAVATING GROUP, LLC: 1.02-Mile of drainage improvements, 22A aggregate, crush & shape, bituminous paving, shoulders, and restoration on Maple Grove Road, from Upper Bay Shore Rd. to Major Douglas Sloan Road, Hayes Township. September 27, 2024 completion date. ([A489.0.24-07-01](#))

It is further agreed that the Maple Grove Road construction project estimated construction costs (to be completed by **TRI-COUNTY EXCAVATING GROUP, LLC.**) are **\$367,068.80** and has a September 27, 2024 completion date. All payments to the Road Commission shall be within 30 days of each billing for the above project.

It is further agreed that if the actual cost exceeds the estimated cost by 10%, the project will be stopped until authorization from **HAYES** Township is received to complete the above project.

HAYES _____ Township
Charlevoix County Road Commission

Supervisor

Manager

Clerk

Clerk

Date:

Date:

Project No.: A489.0.24-07-01

HAYES TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING

Meeting Date: April 8th 2024

Location:

Hayes Township Hall

[illegible]