

**AGENDA FOR
BOARD ACTION –
NEW BUSINESS**

NEW BUSINESS #1

NEW BUSINESS ITEM #1

RESOLUTION 2022-14 APPROVING PURPOSE OF THE
ARPA FUNDS TOWARDS THE TOWNSHIPS FIRE TRUCK
TANKER. SEE ATTACHED RESOLUTION LANGUAGE.

MADE BY:

SECOND BY:

SHARON

KATHY

BOB

ALAN

JASON

**Township of Torch Lake
Antrim County, Michigan**

November 15th, 2022 R E S O L U T I O N No # 2022-14

WHEREAS, THE FEDERAL AMERICAN RESCUE PLAN ACT created the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program to deliver \$350 billion for State, territories, municipalities, counties and Tribal governments; and

WHEREAS, the purpose of these funds is to provide resources for COVID-19 response efforts, replace lost revenue, provide economic stabilization, and address systemic public health and economic challenges; and

WHEREAS, The Township of Torch Lake, Antrim County, Michigan was allocated \$123,899.61 and the Township Board of Electors compared the eligible expenses of the program against the community needs and has developed a proposed spending plan as follows:

- Fire Department Special Assessment District
 - Towards the purchase price for a Fire Truck Tanker

NOW, THEREFORE BE IT RESOLVED, by the Board of Electors of Torch Lake Township, Antrim County, Michigan supports the proposed spending plan as presented.

RESOLUTION DECLARED ADOPTED.

Moved by: _____ Seconded by: _____

Cook: ___ Schultz: ___ Windiate: ___ Martel: ___ Merchant: _____

The Supervisor declared the resolution: APPROVED / DENIED Vote: _____

Robert H. Cook, Twp Supervisor

Dated: _____

Kathy S. Windiate, Twp Clerk

Dated: _____

NEW BUSINESS #2

NEW BUSINESS ITEM #2

MOTION TO ACCEPT DROGHT SNOW PLOWING
AGREEMENT FOR CSB COMPLEX AND SOUTH
STATION FOR NOVEMBER 2022 THROUGH APRIL 30,
2023.

MADE BY:

SECOND BY:

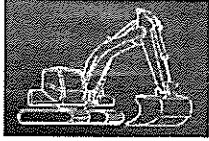
ALAN

JASON

SHARON

KATHY

BOB



Drog Excavating, Inc.
 446 US Highway 31
 Kewadin, MI 49648
 2315992908
 drogtexc@gmail.com

Estimate

ADDRESS

TORCH LAKE TOWNSHIP
 COMMUNITY SERVICE
 BUILDING
 PO BOX 713
 EASTPORT, MI 49627

ESTIMATE # 2404

DATE 10/15/2022

JOB:

Snow plowing

QTY	ACTIVITY	RATE	AMOUNT
1	PLOW PARKING LOT PER TRIP: Station 1	58.00	58.00
1	PLOW PARKING LOT PER TRIP: Station 2	28.00	28.00
1	SALT SANDING per trip station 1	100.00	100.00

Snow removal time is soon approaching whether were ready for it or not. We will assume acceptance of this proposal and continue to plow unless we hear differently from you.

Please let us know if you have any address changes or would like plowing done differently. If you would prefer to have your invoice emailed please email us so we can make these changes.

Thank you again for selecting us. It is our privilege to work with you.

Bill will be sent around the 1st of each month and payment is expected around the 15th.

If you should have any questions or concerns please contact us.
 Thank you.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

TOTAL

\$186.00

Accepted By

Accepted Date

NEW BUSINESS #3

NEW BUSINESS ITEM #3 MABAS

MOTION TO APPROVE THE RESOLUTION
2022-15 RELATED TO THE AGREEMENT OF
THE MICHIGAN MUTUAL AID BOX ALARM
SYSTEM ASSOCIATION.

MOTION BY

SECONDED BY

BOB

SHARON

ALAN

JASON

KATHY

**RESOLUTION 2022-15
MOTION WILL BE
HANDED OUT AT
MEETING**

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION
AGREEMENT**

Effective Date: _____

BETWEEN

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency,

~~Disaster, or other Serious Threat to Public Health and Safety; and~~

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
 - B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a
-

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
 - D. "Requesting Party" means any Party requesting assistance under this agreement;
 - E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
 - F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
 - G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
 - H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;
-

- I. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. "Executive Board" means the governing body of MI-MABAS composed of Division representatives.
- L. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. "Special Operations Teams" means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
 2. Name of MI-MABAS. The formal name of the Association is "Michigan Mutual Aid Box Alarm System Association".
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3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. Establishment of the Executive Board.

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.
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- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The

Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
-

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date

NEW BUSINESS #4

NEW BUSINESS ITEM # 4

I make a decree that the Week of October 9th-15th, 2022 as Fire Prevention Week having the theme of "Fire Won't Wait. Plan Your Escape", be acknowledged at this November Board Meeting.

Torch Lake Township Board, staff and employees of the township along with the constituents of this community want to let our Fire Department team know they are so very much appreciated for their outstanding dedication and service provided to our citizens.

We are proud of the men and women who serve as firefighters and to be a part of the department team. They are "First Class" and we all wish them continuous safety and ongoing training and education for many years ahead.

The Fire Team members consist of,

Kevin Lane, Fire Chief; Ted Schroeder, Assistant Chief; Allen Davidson, Captain; Greg Sumerix and Ron Pawloskey, Lieutenants; Mike Velding, Bob Hawkins, Casey Lorincz, Wendy Davidson, Jeff Dawson, Donovan Stone, and James Hunter, Fire Fighters, deserve a round of applause. Thank you.

Motion of Decree by: Sharon Schultz

Second by: _____

All in Favor say " I "

~~See attachment~~

FIRE PREVENTION WEEK – October 9th – 15th, 2022

This year's 2022 Fire Prevention Week theme, "Fire Won't Wait. Plan Your Escape", puts the focus on planning & practicing an escape along with smoke alarms alerting you to danger.

For more information on Fire safety and concerns, contact Torch Lake Fire Department for tips.

The Township Board and staff along with the entire community want to thank the Fire Department for their dedication and service.

Home fire escape planning and practicing

It is important for everyone to plan and practice a home fire escape. Everyone needs to be prepared in advance, so that they know what to do when the smoke alarm sounds. Given that every home is different, every home fire escape plan will also be different.

Have a plan for everyone in the home. Children, older adults, and people with disabilities may need assistance to wake up and get out. Make sure that someone will help them!

Smoke alarms

Smoke alarms sense smoke well before you can, alerting you to danger. Smoke alarms need to be in every bedroom, outside of the sleeping areas (like a hallway), and on each level (including the basement) of your home. Do not put smoke alarms in your kitchen or bathrooms.

Choose an alarm that is listed with a testing laboratory, meaning it has met certain standards for protection.

For the best protection, use combination smoke and carbon monoxide alarms that are interconnected throughout the home. These can be installed by a qualified electrician, so that when one sounds, they all sound. This ensures you can hear the alarm no matter where in your home the alarm originates.

NEW BUSINESS #5

NEW BUSINESS ITEM #5

MOTION TO ACCEPT AGREEMENTS PRESENTED FOR COLLECTION OF 2022 SUMMER SCHOOL PRPERTY TAXES OF \$2.50 PER PARCEL WITH CENTRAL LAKE PUBLIC SCHOOLS AND ELK RPAIDS PUBLIC SCHOOLS IN CONJUNCTION WITH NORTHWEST EDUCATION SERVICES (FORMERLY TBA ISD)

MADE BY:

SECOND BY:

ALAN

JASON

SHARON

KATHY

BOB

**ELK RAPIDS SCHOOLS
AND
TORCH LAKE TOWNSHIP**

**AGREEMENT FOR COLLECTION OF 2023
SUMMER SCHOOL PROPERTY TAXES**

THIS AGREEMENT made this November 7, 2022, by and between the **ELK RAPIDS SCHOOLS**, 308 Meguzee Point Rd, Elk Rapids, MI 49629 (hereinafter described as "School District") and **TORCH LAKE TOWNSHIP**, 5081 US 31 North, P.O. Box 713, Eastport, MI 49627 (hereinafter described as "Township"), pursuant to 1976 PA 451, as amended, providing for the collection by the Township of a summer tax levy of the total (100%) of School District property taxes for the year 2023.

THE PARTIES AGREE TO THE FOLLOWING:

1. The Township agrees to collect the total school property taxes as certified by the School District for levy on July 1 of each year on property located within the Township.
2. The School District agrees to pay costs for preparation and collection of summer taxes for the School District as follows:
 - a. The collection fee for 2023 will be at \$2.50 per parcel of taxable property (plus the postage rate increase should it become effective prior to the July 1 mailing of the tax bills) within the School District as the cost for preparation of bills and collection of taxes. This fee is also to include the cost of collecting the Northwest Education Services summer tax levy.
 - b. The Township is to submit billing for the total number of parcels with first remittance of tax collections and the School District Business Office will remit to the Township within five (5) business days upon receipt of billing.
3. No later than the second Thursday in June, the School District shall certify to the Township Supervisor the school millage to be levied on property for summer collection.
4. The Township Treasurer agrees to distribute the school tax collection on a timely schedule of 10 business days after the 1st and 15th day of each month as provided in Section 211.43(3)a of the General Property Tax Act.
5. In return for the bi-weekly payment, the School District waives any claim to interest earned during the time the money is in Township accounts.

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

SIGNED BY:

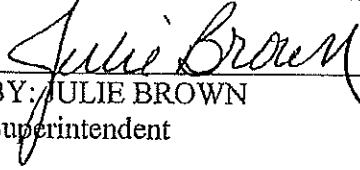
TOWNSHIP OF TORCH LAKE

BY: SHARON SCHULTZ
Treasurer

SIGNATURE AUTHORIZED BY
TORCH LAKE TOWNSHIP
TRUSTEES' RESOLUTION OF

BY: ROBERT COOK
Supervisor

ELK RAPIDS PUBLIC SCHOOLS

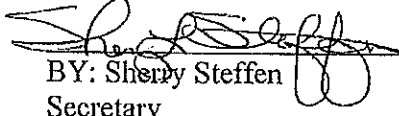


BY: JULIE BROWN
Superintendent

SIGNATURE AUTHORIZED BY
ELK RAPIDS PUBLIC SCHOOLS'
BOARD OF EDUCATION
RESOLUTION OF November 7,
2022.



BY: Holly Spencer
President



BY: Sherry Steffen
Secretary

Annual Summer Tax Resolution

Elk Rapids Schools, Antrim, Grand Traverse and Kalkaska Counties, Michigan (the "District")

A Regular meeting of the board of education of the District (the "Board") was held:

- in the Peterman Auditorium, 308 Meguzee Point Rd, Elk Rapids, MI, within the boundaries of the District, on the 7th day of November , 2022, at 6 o'clock in the p.m. (the "Meeting")

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

Present: Members Spencer, Brown, Steffen, Antoliff, Morton, Moore & McGuire.

Absent: Members None.

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Pursuant to the Revised School Code, MCL 380.1 et seq., the Board invokes for 2023 its previously adopted ongoing resolution imposing a summer tax levy of 100% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2023 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the governing bodies on or before December 31, 2022.

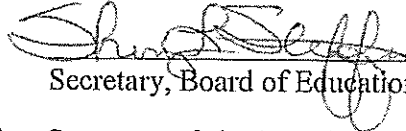
3. Pursuant to and in accordance with Revised School Code Section 1613, the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under Revised School Code Sections 1611 or 1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

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

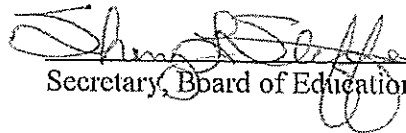
Ayes: Members Spencer, Brown, Steffen, Antcliff, Morton, Moore & McGuire.

Nays: Members

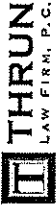
Resolution declared adopted.


Secretary, Board of Education

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


Secretary, Board of Education

JJS/keh



NEW BUSINESS #6

NEW BUSINESS ITEM #6

MOTION TO APPROVE THE INSTALLATION
OF A STREET LIGHT AT THE CORNER OF BAY
COLONY ROAD AND US 31.

MADE BY:

SECOND BY:

KATHY

BOB

ALAN

JASON

SHARON

NEW BUSINESS ITEM #6

**MOTION TO APPROVE THE INSTALLATION
OF A STREET LIGHT AT THE CORNER OF BAY
COLONY ROAD AND US 31.**

Street Light for Bay

Re: update

Purchase Request

Mabas resolution

Mailbox (Inbox)

Reply Forward Delete Move Label

From: Ed Comai <ecomai@gmail.com> Sender: Unknown

Subject: Street Light for Bay Colony Rd/US31

To: supervisorcook@lorchilaketownship.org

Cc: Linda Comai <lindacomai@gmail.com>

Date: Wednesday, 02/11/2022 10:38 AM

Good morning Bob,

I wanted to follow up with you regarding our conversation about a street light for the intersection of Bay Colony Rd & US31. I have discussed this with many of our neighbors at the safety and lighting at our intersection.

There are many county roads along US 31 that have quality lighting at their intersections. Also, these intersections lead to residential areas and lighted areas promote safety at turning off and onto US31.

Bay Colony Rd does not have a street light and is very dark and difficult to see during early morning and night-time for the residents on Bay Colony, Bayview Dr & San Marino county and township level. For example Creswell Rd has a lighted intersection and leads to a lakefront residential area of home owners like our's described above.

Please let me know if you can look into this for us and what additional information is needed.

Thank again for all you do to keep our community projects and improvements on track.

Ed Comai
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