

CHARTER TOWNSHIP OF FILER
MANISTEE COUNTY, MI

NOTICE OF REGULAR PUBLIC MEETING TO BE HELD ELECTRONICALLY

WHO: CHARTER TOWNSHIP OF FILER BOARD OF TRUSTEES
WHERE: ELECTRONICALLY, BY TELEPHONE CALL IN
WHEN: AUGUST 6, 2020 AT 6:00 P.M. EST
WHY: THE PURPOSE OF THIS MEETING IS TO CONDUCT REGULAR TOWNSHIP BUSINESS.
THIS MEETING IS BEING HELD ELECTRONICALLY IN ORDER TO PREVENT THE SPREAD OF THE CORONAVIRUS, MAINTAIN SOCIAL DISTANCING, AND TO COMPLY WITH THE EMERGENCY EXECUTIVE ORDERS OF GOVERNOR WHITMER.

PROCEDURE: MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING BY CALLING IN AT THE TIME OF THE MEETING TO THE FOLLOWING NUMBER:

CALL IN NUMBER: 1-877-594-8353

AT THE PROMPT, ENTER THE PASSCODE: 61275489
ENTER THE POUND KEY (#) AFTER ENTERING THE PASSCODE.

QUESTIONS: MEMBERS OF THE PUBLIC MAY CONTACT MEMBERS OF THE TOWNSHIP BOARD TO PROVIDE INPUT OR TO ASK QUESTIONS ABOUT ANY MATTER THAT WILL COME BEFORE THE TOWNSHIP BOARD AT THIS MEETING BY CONTACTING BOARD MEMBERS AT THE FOLLOWING NUMBERS OR EMAIL ADDRESSES:

TERRY WALKER, SUPERVISOR: 231-723-3138 ext. 3; TWALKER@TWPHALL.COM

SHIRLEY BALL, CLERK: 231-723-3138 ext. 4; FILERCLEK@TWPHALL.COM

OTHER BOARD MEMBERS MAY BE CONTACTED BY CALLING THE TOWNSHIP HALL 231-723-3138 AND LEAVING A MESSAGE OR EMAILING YOUR INPUT OR QUESTIONS TO TAMMI SCHIMKE, 231-723-3138, EXTENSION 2 OR FILERTOWNSHIP@TWPHALL.COM. MESSAGES AND EMAILS ARE MONITORED AND WILL BE FORWARDED TO BOARD MEMBERS AS APPROPRIATE.

PERSONS WITH DISABILITIES WHO WISH TO PARTICIPATE IN THE MEETING SHOULD CONTACT CLERK SHIRLEY BALL AT THE NUMBER ABOVE TO MAKE SPECIAL ARRANGEMENTS.

THIS NOTICE IS GIVEN PURSUANT TO EXECUTIVE ORDER 2020-48.

CHARTER TOWNSHIP OF FILER
BOARD OF TRUSTEES REGULAR MEETING HELD ELECTRONICALLY

Filer Township Hall
2505 Filer City Rd., Manistee, Michigan 49660

Thursday, August 6, 2020

AGENDA

Public comment on agenda items may be solicited during scheduled discussion. Agenda time may begin prior to the scheduled hour if items are completed in less time than allotted. In the interest of time public comment may be limited to once per issue per speaker not to exceed three (3) minutes. If a group of people wish to be heard on one subject, a spokesperson may be requested.

- 6:00 p.m. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**
ROLL CALL
CONSIDERATION OF APPROVAL OF MEETING AGENDA
CONSIDERATION OF APPROVAL OF CONSENT AGENDA

The following items are considered routine action. If any member of the board wishes to discuss an item on the consent agenda, it will be removed from the consent agenda and considered separately.

- A. Minutes of the Regular Board Meeting held July 7, 2020 held electronically
- B. Financial Report from June
- C. Approval of the Township General Fund expenditures (including Fire Dept.)
 - Checks #37788 through #37872
 - Accounts Payable \$65,113.48
 - Payroll \$14,642.67
 - Total \$79,756.15
- D. Approval of Water Department Expenditures checks #2739 through #2754. Total: \$45,567.13
- E. Approval of Sewer Operating Expenditures checks #1088 and #1094. Total: \$43,291.80
- F. Approval of monthly June ACH payments to State of Michigan and IRS in the amount of \$3,778.00
- G. Approval of INTRODUCTION OF AN ORDINANCE TO AMEND CHAPTER 21 – PUBLIC WATER SUPPLY OF THE CHARTER TOWNSHIP OF FILER CODE OF ORDINANCES BY UPDATING CERTAIN CROSS REFERENCES, ADDING PROVISIONS REGARDING BACKFLOW PREVENTERS AND ADDING PENALTIES FOR VIOLATION, AND TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

COMMUNICATION & ANNOUNCEMENTS

- A. Manistee Recreation Association Current Registrations and Fall Programs
- B. Township sidewalk trip hazards from Precision Concrete Cutting #200608
- C. BS&A Agendas
- D. Email from Dr. Jack and Suzanne Brunner
- E. Letter from Jan Borenitsch

PUBLIC COMMENT

DEPARTMENT AND COMMITTEE REPORTS - Reports may be given at any time during the meeting as time allows. (**Items Requiring Action or Reporting) (*Committee Meetings Held and/or Reports Submitted)

- A. *Operations Services
 - a) Monthly Report
 - b) Consideration of Approval of the Operations, Maintenance and Management Services Agreement for October 1, 2020 to September 30, 2023.
- B. *Office of the Zoning Administrator

- C. *Downtown Development Authority
- D. *Board of Review
- E. Develop Filer Ad Hoc Committee
- F. *Personnel Committee
 - a) Consideration of approval of the Personnel Committee's recommendation to increase the hourly wage of Paul Olen, Maintenance effective June 10, 2020.
 - b) Consideration of approval of the Personnel Committee's recommendation to increase the hourly wage of Tammi Schimke, Secretary/Water & Sewer Billing Clerk effective July 11, 2020.
 - c) Consideration of approval of the Personnel Committee's recommendation to increase the hourly wage of Larry Thompson, Zoning Administrator effective March 9, 2020.
- G. Zoning Board of Appeals
- H. *Planning Commission
- I. *Elections Commission
- J. *Building and Grounds Committee
- K. *Fire Department
- L. *PEG

NEW BUSINESS

- A. Consideration of approval of CHARTER TOWNSHIP OF FILER BOARD OF TRUSTEES RESOLUTION ADOPTING THE CHARTER TOWNSHIP OF FILER MASTER PLAN OF 2020.
- B. Consideration of approval of AN ORDINANCE TO AMEND CHAPTER 28 OF THE CHARTER TOWNSHIP OF FILER CODE OF ORDINANCES, AS AMENDED, BY AMENDING SECTION 28.35 TO PROVIDE FOR ALTERNATE METHODS OF BILLING AND TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.
- C. Consideration of approval of an \$.75 increase for Liquor Inspections. (\$9.75 monthly increase = \$117 annual increase)
- D. Consideration of approval to amend the RESOLUTION TO APPROVE CREDIT CARD USE POLICY item 1. Authorization adding Township Treasurer.
- E. Consideration of approval of a request for annual support from the Manistee Recreation Association within the requested range of \$9,039.59 and \$9,943.55.
- F. Consideration of approval from Northern Pump & Well for well cleaning and repair of pump #4 not to exceed the amount of \$42,667.00.

PUBLIC COMMENT

ANY OTHER BUSINESS TO COME BEFORE THE BOARD

8:00 p.m. **ADJOURN**

CHARTER TOWNSHIP OF FILER
2505 FILER CITY ROAD
BOARD OF TRUSTEES
REGULAR MEETING MINUTES
July 7, 2020 HELD ELECTRONICALLY

DRAFT

Present: Shirley Ball, Terry Walker, Tom Stege, Dean Kruse, Brian Krus, Dale Kolanowski, Tom Chycinski

Absent: None

Also Present: Township Attorney, Richard Wilson

Meeting was called to order by Supervisor Walker at 6:02 p.m.

Motion by Chycinski, seconded by Kruse to approve the presented meeting agenda with the addition of item "G" Consideration of Introduction of AN ORDINANCE TO AMEND CHAPTER 28 OF THE CHARTER TOWNSHIP OF FILER CODE OF ORDINANCES, AS AMENDED, BY AMENDING SECTION 28.35 TO PROVIDE FOR ALTERNATE METHODS OF BILLING AND TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH. Roll Call Vote: Chycinski-yes, Ball-yes, Kruse-yes, Walker-yes, Krus-yes, Stege-yes, Kolanowski-yes. 7 Yeas, 0 Nays. M/C

Motion by Kolanowski, seconded by Kruse to approve the consent agenda as presented. Roll Call Vote: Walker-yes, Krus-yes, Kolanowski-yes, Chycinski-yes, Stege-yes, Ball-yes, Kruse-yes. 7 Yeas, 0 Nays. M/C

Motion by Krus, seconded by Chycinski to add Nick Hawkins as Fire Fighter and EMT-B to the Fire Department Roster. Roll Call Vote: Chycinski-yes, Ball-yes, Kruse-yes, Walker-yes, Kolanowski-yes, Stege-yes, Krus-yes. 7 Yeas, 0 Nays. M/C

Public Comment:

None offered at this time.

New Business:

Motion by Kruse, seconded by Krus to approve an increase to sewer ready-to-serve to \$40.00 per quarter and Bill/Admin. fee to \$1.97. Roll Call Vote: Stege-yes, Chycinski-yes, Walker-yes, Kruse-yes, Krus-yes, Kolanowski-yes, Ball-yes. 7 Yeas, 0 Nays. M/C

Motion by Chycinski seconded by Krus to approve the Policy on Sale of Excess Lands as presented. Roll call vote: Kolanowski-yes, Chycinski-yes, Ball-yes, Stege-yes, Walker-yes, Krus-yes, Kruse-yes. 7 Yeas, 0 Nays. M/C

Motion by Walker, seconded by Kruse to approve the Resolution to Set an Alternate Date for the July and December Board of Review. Roll Call Vote: Walker-yes, Krus-yes, Ball-yes, Chycinski-yes, Stege-yes, Kruse-yes, Kolanowski-yes. 7 Yeas, 0 Nay. M/C

Motion by Kolanowski, seconded by Walker to approve the Short-Term Rental permit fee of \$150.00. Roll Call Vote: Chycinski-yes, Ball-yes, Kruse-yes, Walker-yes, Krus-yes, Stege-yes, Kolanowski-yes. 7 Yeas, 0 Nays. M/C

Motion by Kruse, seconded by Chycinski to table the request for a fence permit fee change. Roll Call Vote: Walker-yes, Krus-yes, Kolanowski-yes, Chycinski-yes, Stege-yes, Ball-yes, Kruse-yes. 7 Yeas, 0 Nays. M/C

Motion by Chycinski, seconded by Kolanowski to approve the Cross Connection Control for the Water Operator to turn off water if the business paperwork is not turned in within 10 days of notice to make it compliant with Michigan Safe Drinking Water Act and have Township Attorney add language to ordinance if needed. Roll Call Vote: Chycinski-yes, Ball-yes, Kruse-yes, Walker-yes, Kolanowski-yes, Stege-yes, Krus-yes. 7 Yeas, 0 Nays. M/C

Public Comment:

None offered at this time

Motion by Stege, seconded by Kruse to approve the purchase of three dehumidifiers for the three well sites for an amount not to exceed \$700.00. Roll Call Vote: Stege-yes, Chycinski-yes, Walker-yes, Kruse-yes, Krus-yes, Kolanowski-yes, Ball-yes. 7 Yeas, 0 Nays. M/C

Motion by Stege, seconded by Chycinski to adjourn the meeting. Roll Call Vote: Kolanowski-yes, Chycinski-yes, Ball-yes, Stege-yes, Walker-yes, Krus-yes, Kruse-yes. 7 Yeas, 0 Nays. M/C

Meeting adjourned at 7:02 p.m.

Submitted,

Shirley Ball
Charter Township of Filer Clerk

Check Register Report

12:41 PM

Filer Charter Township

Check Number	Vendor Number	Name	Date	Bank/Acct Number	Amount
37788	6	JIM ESPVIK	7/08/2020	NAT 01	88.42
37789	16	FILER TOWNSHIP WATER DEPT	7/08/2020	NAT 01	177.37
37790	476	CHARTER COMMUNICATIONS	7/08/2020	NAT 01	129.99
37791	477	FRONT LINE SERVICES, INC	7/08/2020	NAT 01	18,902.10
37792	692	ARLENE ADAMSKI	7/08/2020	NAT 01	82.50
37793	810	BRIAN'S SUPERIOR SEALCOATING	7/08/2020	NAT 01	300.00
37794	954	PURE WATER WORKS	7/08/2020	NAT 01	11.00
37795	968	WEB MATTERS	7/08/2020	NAT 01	167.45
37796	978	GREAT LAKES ASSESSING	7/08/2020	NAT 01	2,416.66
37797	1010	AT & T	7/08/2020	NAT 01	370.59
37798	1028	TAMMI SCHIMKE	7/08/2020	NAT 01	51.75
37799	1043	GIL-ROY'S HARDWARE 6761	7/08/2020	NAT 01	203.59
37800	1048	THOMAS STEGE	7/08/2020	NAT 01	34.50
37801	1067	O'REILLY AUTO PARTS	7/08/2020	NAT 01	64.81
37802	1081	CONSUMERS ENERGY	7/08/2020	NAT 01	3,942.10
37803	1155	PAUL OLEN	7/08/2020	NAT 01	151.80
37804	1183	RICHARDS & MC DOUGALL, P.C.	7/08/2020	NAT 01	3,500.00
37805	1193	ELECTIONSOURCE	7/08/2020	NAT 01	173.60
37806	1204	APPLIED IMAGING	7/08/2020	NAT 01	62.23
37807	1205	DOMINION VOTING	7/08/2020	NAT 01	3,048.42
37808	6900	FUELMAN	7/08/2020	NAT 01	177.56
37809	7900	RON GUTOWSKI	7/08/2020	NAT 01	10.35
37810	10000	J B PUBLICATIONS	7/08/2020	NAT 01	90.30
37811	10010	JACKPINE BUSINESS CENTER	7/08/2020	NAT 01	173.00
37812	16550	POSTMASTER	7/08/2020	NAT 01	75.00
Grand Total -					34,404.79

Check Register Report

Filer Charter Township

10:43 AM

Check Number	Vendor Number	Name	Date	Bank/Acct Number	Amount
37813	58	GREAT LAKES ENERGY	7/21/2020	NAT 01	47.34
37814	179	AVAYA	7/21/2020	NAT 01	35.46
37815	256	DTE ENERGY	7/21/2020	NAT 01	123.82
37816	476	CHARTER COMMUNICATIONS	7/21/2020	NAT 01	324.69
37817	601	REPUBLIC SERVICES	7/21/2020	NAT 01	9,705.20
37818	810	BRIAN'S SUPERIOR SEALCOATING	7/21/2020	NAT 01	2,675.00
37819	851	TRU SHINE CLEANING & PRESER	7/21/2020	NAT 01	277.50
37820	1010	AT & T	7/21/2020	NAT 01	343.64
37821	1041	JEFF SOWA	7/21/2020	NAT 01	75.00
37822	1109	MITEL	7/21/2020	NAT 01	512.84
37823	1204	APPLIED IMAGING	7/21/2020	NAT 01	62.23
37824	1207	KELLY WORONIAK	7/21/2020	NAT 01	75.00
37825	1208	STAR INGENUITY LLC	7/21/2020	NAT 01	1,056.00
37826	2010	SHIRLEY BALL	7/21/2020	NAT 01	174.41
37827	10010	JACKPINE BUSINESS CENTER	7/21/2020	NAT 01	259.21
37828	13099	JOHN HANCOCK LIFE INS. CO.	7/21/2020	NAT 01	906.84
Grand Total -					16,654.18

Check or Advice #	Check Date	Employee Name	Manual Direct Deposit Amount	Direct Deposit Amount	Check Amount	Check Type
37829	08/03/2020	GUTOWSKI, RONALD	0.00		209.06	Regular
37830	08/03/2020	KOLANOWSKI, DALE	0.00	0.00	252.49	Regular
37831	08/03/2020	KOOYERS, LYNN M	0.00	0.00	95.15	Regular
37832	08/03/2020	KRUS, BRIAN D	0.00	0.00	384.51	Regular
37833	08/03/2020	KRUSE, DEAN H	0.00	0.00	384.50	Regular
37834	08/03/2020	WALKER, KENNETH TERRY	0.00	0.00	1,692.23	Regular
37835	08/03/2020	WHEATSTONE, MARLENE	0.00	0.00	120.26	Regular
37836	08/03/2020	BALL, SHIRLEY A	0.00	0.00	1,895.39	Regular
37837	08/03/2020	GUTOWSKI, KATHY	0.00	0.00	856.68	Regular
37838	08/03/2020	CHYCINSKI, THOMAS	0.00	0.00	263.87	Regular
37839	08/03/2020	MARK, SUSAN	0.00	0.00	92.51	Regular
37840	08/03/2020	SKIERA, RUTH A	0.00	0.00	220.26	Regular
37841	08/03/2020	STEGE, THOMAS	0.00	0.00	1,603.03	Regular
37842	08/03/2020	ALLEN, ELIZABETH	0.00	0.00	92.51	Regular
37843	08/03/2020	DITTMER, ROGER A	0.00	0.00	83.69	Regular
37844	08/03/2020	JOHNSON, CHRISTA M	0.00	0.00	74.88	Regular
37845	08/03/2020	KOLK, KAREN	0.00	0.00	140.96	Regular
37846	08/03/2020	THOMPSON, LARRY R	0.00	0.00	845.32	Regular
37847	08/03/2020	WILLIAMS, JENNIFER	0.00	0.00	218.40	Regular
37848	08/03/2020	OLEN, PAUL	0.00	0.00	1,210.42	Regular
37849	08/03/2020	SCHIMKE, TAMMI	0.00	0.00	1,486.47	Regular
37850	08/03/2020	BATES, KENNETH VANCE	0.00	0.00	3.82	Regular
37851	08/03/2020	BLAKESLEE, BENJAMIN	0.00	0.00	8.50	Regular
37852	08/03/2020	ESPVIK, JAMES	0.00	0.00	612.82	Regular
37853	08/03/2020	FALK, CRYSTAL	0.00	0.00	81.62	Regular
37854	08/03/2020	FALK, MATTHEW	0.00	0.00	146.38	Regular
37855	08/03/2020	HANER, JOHN	0.00	0.00	139.31	Regular
37856	08/03/2020	MUNSELL, MICHAEL	0.00	0.00	8.82	Regular
37857	08/03/2020	O BRIEN, GERALD	0.00	0.00	389.41	Regular
37858	08/03/2020	PECK, JAMES	0.00	0.00	66.19	Regular
37859	08/03/2020	ROGERS, LINDA	0.00	0.00	74.88	Regular
37860	08/03/2020	SKIERA, LOGAN	0.00	0.00	355.07	Regular
37861	08/03/2020	WARE, JANELLE	0.00	0.00	155.63	Regular
37862	08/03/2020	WARE, KEVIN	0.00	0.00	377.64	Regular
Total						14,642.67

Check Register Report

Filer Charter Township

10:36 AM

Check Number	Vendor Number	Name	Date	Bank/Acct Number	Amount
37863	60	WEST MICHIGAN CREDIT UNION	8/03/2020	NAT 01	105.00
Grand Total -					105.00

Check Register Report

Filer Charter Township

10:04 AM

Check Number	Vendor Number	Name	Date	Bank/Acct Number	Amount
37864	810	BRIAN'S SUPERIOR SEALCOATING	8/06/2020	NAT 01	737.00
37865	842	BAIRD, COTTER & BISHOP, PC	8/06/2020	NAT 01	3,775.00
37866	908	MIKA MEYERS BECKETT & JONES	8/06/2020	NAT 01	5,576.43
37867	978	GREAT LAKES ASSESSING	8/06/2020	NAT 01	2,416.66
37868	1028	TAMMI SCHIMKE	8/06/2020	NAT 01	50.03
37869	1081	CONSUMERS ENERGY	8/06/2020	NAT 01	1,044.38
37870	1193	ELECTIONSOURCE	8/06/2020	NAT 01	120.41
37871	10000	J B PUBLICATIONS	8/06/2020	NAT 01	204.60
37872	26000	JAMES ESPVIK	8/06/2020	NAT 01	25.00

Grand Total - 13,949.51

Check Register Report

Filer Charter Township

Check Number	Vendor Number	Name	Date	Bank/Acct Number	Amount
2739	625	OPERATIONS SERVICES, INC	7/09/2020	NAT 02	14,865.40
2740	956	NORTHERN PUMP & WELL	7/09/2020	NAT 02	750.00
2741	1043	GIL-ROY'S HARDWARE 6761	7/09/2020	NAT 02	144.83
2742	1081	CONSUMERS ENERGY	7/09/2020	NAT 02	3,204.32
2743	1183	RICHARDS & MC DOUGALL, P.C.	7/09/2020	NAT 02	600.00
2744	6499	FILER TOWNSHIP TREASURER	7/09/2020	NAT 02	4,196.73
2745	6900	FUELMAN	7/09/2020	NAT 02	110.80
2746	10000	J B PUBLICATIONS	7/09/2020	NAT 02	621.75
2747	13511	MICHIGAN RURAL WATER ASSOC	7/09/2020	NAT 02	485.00

Grand Total - 24,978.83

Check Register Report

11:15 AM

Filer Charter Township

Check Number	Vendor Number	Name	Date	Bank/Acct Number	Amount
2748	256	DTE ENERGY	7/21/2020	NAT 02	75.52
2749	625	OPERATIONS SERVICES, INC	7/21/2020	NAT 02	8,227.18
2750	1081	CONSUMERS ENERGY	7/21/2020	NAT 02	4,743.44
Grand Total -					13,046.14

Check Register Report

Filer Charter Township

10:33 AM

Check Number	Vendor Number	Name	Date	Bank/Acct Number	Amount
2751	842	BAIRD, COTTER & BISHOP, PC	8/06/2020	NAT 02	1,975.00
2752	956	NORTHERN PUMP & WELL	8/06/2020	NAT 02	470.00
2753	1081	CONSUMERS ENERGY	8/06/2020	NAT 02	1,738.21
2754	6499	FILER TOWNSHIP TREASURER	8/06/2020	NAT 02	3,358.95
Grand Total -					7,542.16

Checks

Check History Register

8:47 AM

Filer Charter Township

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
Bank PNC 04								
1088	1081	CONSUMERS ENERGY	7/08/2020	PNC 04	77.12	Check	Outstanding	1988
1089	1183	RICHARDS & MC DOUGALL, P.C.	7/08/2020	PNC 04	1,600.00	Check	Outstanding	1988
1090	6499	FILER TOWNSHIP TREASURER	7/08/2020	PNC 04	488.17	Check	Outstanding	1988
		Total Account 04			2,165.29			
		Total Bank PNC			2,165.29			
		Grand Total			2,165.29			

Check Register Report

Filer Charter Township

10:59 AM

Check Number	Vendor Number	Name	Date	Bank/Acct Number	Amount
1091	114	CITY OF MANISTEE	8/06/2020	PNC 04	37,114.89
1092	842	BAIRD, COTTER & BISHOP, PC	8/06/2020	PNC 04	3,500.00
1093	1081	CONSUMERS ENERGY	8/06/2020	PNC 04	78.88
1094	6499	FILER TOWNSHIP TREASURER	8/06/2020	PNC 04	432.74
Grand Total -					41,126.51

FILER CHARTER TOWNSHIP

MONTHLY ACH PAYMENTS

<u>DATE</u>	<u>PAYEE</u>	<u>AMOUNT</u>
7/2/2020	STATE OF MICHIGAN	789.22
7/3/2020	IRS	<u>2,988.78</u>
	TOTAL	3,778.00

**CHARTER TOWNSHIP OF FILER
MANISTEE COUNTY, MICHIGAN**

**AN ORDINANCE TO AMEND CHAPTER 21—PUBLIC WATER SUPPLY OF THE
CHARTER TOWNSHIP OF FILER CODE OF ORDINANCES BY UPDATING
CERTAIN CROSS REFERENCES, ADDING PROVISIONS REGARDING BACKFLOW
PREVENTERS AND ADDING PENALTIES FOR VIOLATION, AND TO REPEAL ALL
ORDINANCES IN CONFLICT HEREWITH.**

The Charter Township of Filer ORDAINS:

Section 1. Amend Chapter 21, Section 21.01. Chapter 21, Section 21.01 of the Charter Township Code of Ordinances (“Code”) is hereby amended to read, in its entirety, as follows:

21.01 Adoption by Reference.

That the Charter Township of Filer, Manistee County, Michigan adopts by reference the Water Supply Cross Connection Rules of the Michigan Department of Energy, Great Lakes and Environment (“MDEGLE”), being R 325.11401 to R 325.11407 of the Michigan Administrative Code.

Section 2. Amend Chapter 21. Chapter 21 of the Code is hereby amended by the addition of a new Section 21.05, which shall read in its entirety as follows:

21.05 Backflow Prevention.

That all testable backflow prevention assemblies shall be tested at the time of installation or relocation and after any repair. Subsequent testing of devices shall be conducted at a time interval specified by the Charter Township of Filer Board of Trustees and in accordance with MDEGLE requirements. Only individuals that hold an active ASSE 5110 certification shall perform such testing. Each tester shall also be approved by the Charter Township of Filer Board of Trustees. Individual(s) performing assembly testing shall certify the results of his/her testing.

Section 3. Amend Chapter 21. Chapter 21 of the Code is hereby amended by the addition of the a new Section 21.08, which shall read in its entirety as follows:

21.08 Penalties.

That any person or customer found guilty of violating any of the provisions of this Chapter or any written order of the Charter Township of Filer Water Department, in pursuance thereof, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than \$500 nor more than \$5,000 per day and imprisonment for not more than a 1 year or both. Each day a violation of this Chapter shall occur shall be deemed a separate and additional violation for purposes of this Chapter. (MCL 325.1021)

Section 4. Renumbering. Existing Section 21.05 is hereby renumbered as Section 21.06 and existing Section 21.06 is hereby renumbered as Section 21.07.

Section 5. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 6. Effective Date. This ordinance shall be effective at 12:01 a.m. on the thirty-first day following its introduction, adoption and publication as required by law.

THOSE VOTING IN FAVOR: _____

THOSE VOTING AGAINST: _____

THOSE ABSENT OR ABSTAINING: _____

ORDINANCE DECLARED PASSED

Shirley Ball, Clerk

CERTIFICATION

The undersigned Clerk of the Charter Township of Filer, hereby certifies that the foregoing is a true and correct copy of an ordinance adopted by the Charter Township Board of Trustees at a regular meeting thereof, duly called and held under the Open Meetings Act on the ___ day of _____, 2020.

Shirley Ball, Clerk



Fall is Approaching!

We are now moving forward with planning all of our Fall Programs. We are hopeful that as restrictions were lifted that we can keep moving forward.

We are currently accepting registrations for Travel Soccer League, MRA Soccer, U5 Soccer, Youth and Adult Flag Football, Swim Lessons, and more to come!!

Check out our program flyer for more details on the list of programs, dates, times, locations, etc..

https://mcusercontent.com/68b5fc319d0d50b845042d6b0/files/ed9c7d4b-fb85-4e30-8eb5-e8ee2401607c/Fall_2020_Flyer.pub

Our website is being updated and we will be able to accept online registrations but it is not done yet! So stay tuned for that.

Stop by the office or call and I can mail any necessary forms to you!!

Fall programs/sports might look a little different this year but we are looking forward to getting back in the game!

Copyright © 2020 Manistee Recreation Association, All rights reserved.

This is your MRA program update!

Our mailing address is:

Manistee Recreation Association
50 Filer St. Suite D
Manistee, MI 49660

[Add us to your address book](#)

Kickoff Call Agenda – Charter Township of Filer

BS&A Software, Inc. | bsasoftware.com | 855 BSASOFT

Date/Time: July 22nd, 2020 at 10:00 am

BS&A Team Members: Tina Walker

Conference Line/Extension: (844) 634-3894 x7525

1. Introduction
 - a. Kickoff Call purpose
 - b. PM team members
 - i. Background
 - ii. Specializations
 - c. BS&A team role
 - d. Customer stakeholders/roles/titles

2. Review of Project Scope
 - a. Applications purchased
 - b. Existing data migration
 - c. Conversions
 - d. Database setups
 - e. No conversion/database setup
 - f. Customizations

3. Project Process Overview
 - a. Preliminary conversion and data review
 - b. PM onsite process review
 - c. Ongoing knowledge transfer/action items
 - d. Final data conversion and balancing
 - e. Onsite implementation days
 - i. Hours
 - ii. Training methods
 1. Group training sessions for non-admin users
 2. At-workstation for admin users
 - f. Post implementation support

4. Project Specific Questions
 - a. Overlap of application training
 - b. Number of locations in need of training
 - c. Group training (if needed)
 - i. Available facilities
 - ii. Number of users per session for group training
 - d. Application-specific
 - i. Identify any external stakeholders (3rd party interfaces)
 - ii. Customization specs
 - iii. Any additional application questions (e.g., FYE, number of users per app, centralized vs. decentralized entry, etc.)
5. Confirm Key Dates
 - a. Days office closed (e.g., holidays, Fridays, vacations for key users, etc.)
 - b. Process dates (e.g., billing dates, check run dates, due dates, etc.)
 - c. Other key dates
6. Present Key Implementation & Training Dates
7. Next Steps
 - a. IT planning call
 - b. Preparation of detailed project schedule
8. Questions?

IT Planning Call Agenda – Charter Township of Filer

BS&A Software, Inc. | bsasoftware.com | 855 BSASOFT

Date/Time: July 24th, 2020 at 2:00 pm

BS&A Team Members: William Miller/Alex Eggleston

Conference Line/Extension: (844) 640-3894 x 7522

- 1) Introduction
 - a. New Applications
 - b. Create a plan to collect data from the current vendor

- 2) Network infrastructure
 - a. Are users on a domain or workgroup?
 - b. Will any remote buildings use the new software?
 - i. How are the buildings connected?
 - c. BS&A Online
 - i. Will require port forwarding through the external firewall.

- 3) Hardware configuration
 - a. Server configuration
 - i. Hardware specifications
 - ii. Virtual server
 - iii. Terminal services
 - iv. Version of Microsoft SQL Server required
 - b. Workstation configuration
 - i. Hardware specifications
 - ii. Are users local administrators of their workstations?
 - c. SMTP relay discussion
 - d. Backup plan discussion

- 4) Dates to schedule
 - a. Data extraction from current vendor
 - b. Installation of new applications

- 5) Open discussion
 - a. Any IT-related questions for us?

INVOICE Summary



Invoice: **200608**
 Date: **06/30/20**
 Purchase Order:

Supplier Number:

Job Site:
Filer Township
 contact: Terry Walker
 2505 Filer City Rd
 Manistee, MI 49660

Bill to:
Filer Township
 attn: Terry Walker, Twp Supervisor
 2505 Filer City Rd
 Manistee, MI 49660

Remit to:
Precision Concrete, Inc.
 1896 Goldeneye Drive
 Holland, MI 49424

Work Completed:
 9-Jun-20

Phone: 231-723-3138
 Email: twalker@twphall.com

(616) 403-1140 - phone
 (616) 582-5951 - fax
 Federal ID #: 80-0183496
 Acct Mgr: Mark Bonkowski

Cost Per Inch Foot

\$46.00

Job No. (Area)	Location	RR (Remove and Replace) or out of scope	# of Trip Hazards Cut	Linear Feet	Inch Feet	Cost
1	Select Sites as determined by the Township	17	49	149.5	97.63	\$4,490.75
2	Additional Select Sites as determined by the Township	29	60	169.5	115.34	\$5,305.81
		46	109	319.0	212.97	\$9,796.56

Approved Project Budget: **\$5,000.00**
 Travel and Expenses: **\$0.00**
~~Travel and Expenses Budget: \$1,796.56~~
Invoice Total (Amount Due): \$5,000.00
 Terms: Net 15

Project Name: Sidewalk Trip Hazard Removal 2020

Notes: This invoice is for work completed by Precision Concrete Cutting (PCC) based on the approval of Terry Walker.
 Work was performed on June 9, 2020 through June 10, 2020, SPECIAL discount applied (as approved by Mark Bonkowski)
 Audit completed, onsite walk thru by Jerry Timar (Precision Concrete) on June 10, 2020.
 PCC removed the trip hazards within specification making a slope according to customer specifications for the specified Areas or Jobs.
 All concrete has been cut to a neat and uniform finish.
 Each trip hazard has been cut to a "0" point of differential (0 inch vertical height delta)
 Each trip hazard has been completely cut all the way to the edges of the walkway (sod and temporary patches removed)
 All areas around cuts including walkways, grass, and landscaping left clean.
 Itemized invoicing (Invoice Detail) per cut is attached for your audit.

APPROVALS (acceptance of work completed):

Precision Concrete, Inc.		Customer	
Name:	Jill Cooper	Name:	
Position:	Project Coordinator	Position:	
Signature:		Signature:	
Date:		Date:	

INVOICE DETAIL for Area (1)

Address or Area:

Completed Date:

Select Sites: determined by township

Tuesday, June 9, 2020

Filer Township

file: 35207

Total Ln Ft
149.5

Cost Per Inch Ft
\$46.00

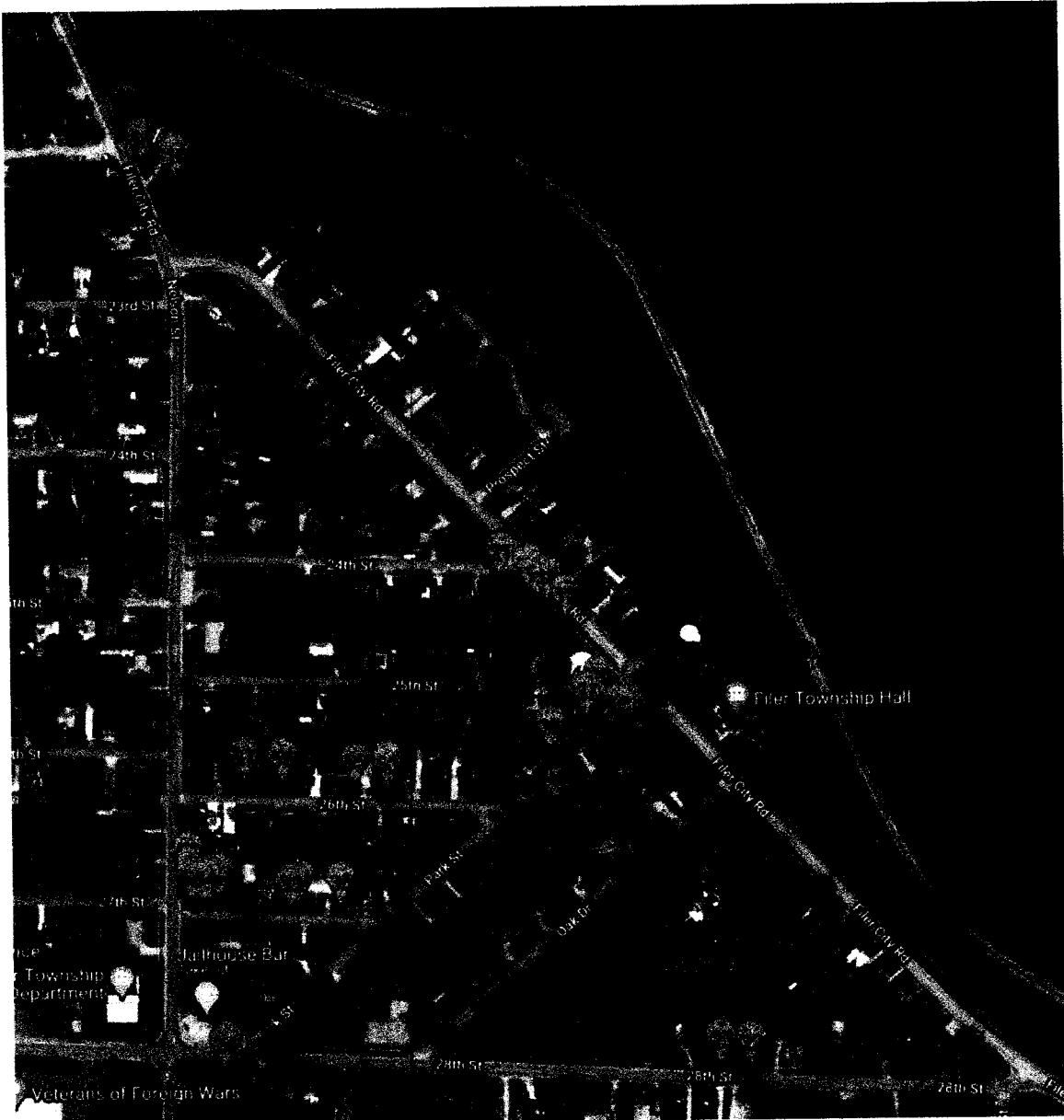
Total in Ft **Total Cost**
97.63 \$4,490.75

PRECISION CONCRETE CUTTING						Select Sites as determined by the Township			
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost
1	1		1.250	0.000	3	2498 Filer City Rd	1319 Filer City Rd crosscut	1.88	\$86.25
2	1		0.750	0.000	1	2498 Filer City Rd	1319 Filer City Rd crosscut	0.38	\$17.25
3	1		0.875	0.000	2	2498 Filer City Rd	1319 Filer City Rd crosscut	0.88	\$40.25
4	1		0.875	0.000	2	2498 Filer City Rd	1319 Filer City Rd crosscut	0.88	\$40.25
5	1		1.500	0.000	3	2498 Filer City Rd	1319 Filer City Rd crosscut	2.25	\$103.50
6	1		0.625	0.000	1	2498 Filer City Rd	1319 Filer City Rd crosscut	0.31	\$14.38
7	1		1.000	1.000	4	2498 Filer City Rd	1319 Filer City Rd	4.00	\$184.00
8	1		1.000	0.000	2	2498 Filer City Rd	1319 Filer City Rd crosscut	1.00	\$46.00
9	1		0.875	0.000	2	2498 Filer City Rd	1319 Filer City Rd crosscut	0.88	\$40.25
10	1		1.000	0.000	3.5	2498 Filer City Rd	1319 Filer City Rd	1.75	\$80.50
11	1		1.375	0.000	4	2204 Filer City Rd	2113 Filer City Rd	2.75	\$126.50
12	1		1.500	0.000	2	2204 Filer City Rd	2113 Filer City Rd crosscut	1.50	\$69.00
13	1		0.875	0.000	2	2204 Filer City Rd	2113 Filer City Rd crosscut	0.88	\$40.25
14	1		1.125	0.125	4	2207 Filer City Rd	2113 Filer City Rd	2.50	\$115.00
15	1		1.125	0.000	4	2305 Filer City Rd	2113 Filer City Rd	2.25	\$103.50
16	1		0.875	0.125	4	2305 Filer City Rd	2113 Filer City Rd	2.00	\$92.00
17			0.000	0.000		2398 Filer City Rd	2400 Filer City Rd broken panels	0.00	
18			0.000	0.000		1398 24th St	2400 Filer City Rd broken panels	0.00	
19			0.000	0.000		1398 24th St	2400 Filer City Rd broken panels	0.00	
20	1		0.750	0.250	4	1398 24th St	2400 Filer City Rd	2.00	\$92.00
21			0.000	0.000		1366 24th St	2400 Filer City Rd broken panels at drive	0.00	
22			0.000	0.000		2655 Filer City Rd	1330 28th St broken panel	0.00	
23			0.000	0.000		2655 Filer City Rd	1330 28th St panels too thin	0.00	
24	1		1.250	0.500	4	1302 28th St	1303 28th St	3.50	\$161.00
25	1		0.875	0.000	3.5	1302 28th St	1303 28th St	1.53	\$70.44
26	1		1.125	0.250	4	1302 28th St	1303 28th St	2.75	\$126.50
27			0.000	0.000		1302 28th St	1303 28th St broken panels	0.00	
28	1		0.875	0.000	3	1302 28th St	1303 28th St crosscut	1.31	\$60.38
29	1		0.500	0.000	1	1302 28th St	1303 28th St crosscut	0.25	\$11.50
30	1		1.125	0.000	3	1302 28th St	1303 28th St crosscut	1.69	\$77.63
31	1		0.625	0.000	1	1302 28th St	1303 28th St crosscut	0.31	\$14.38
32	1		1.000	0.750	4	1374 27th St	1304 27th St	3.50	\$161.00
33	1		1.500	1.000	4	1374 27th St	1304 27th St	5.00	\$230.00
34			0.000	0.000		1374 27th St	1304 27th St broken panels	0.00	
35	1		0.875	0.500	4	1374 27th St	1304 27th St	2.75	\$126.50
36			0.000	0.000		1300 Park St	1318 Park St spalled	0.00	
37			0.000	0.000		1398 25th St	1318 Park St spalled	0.00	
38	1		1.000	0.375	4	1398 25th St	1318 Park St	2.75	\$126.50
39			0.000	0.000		1398 25th St	1318 Park St out of scope	0.00	
40			0.000	0.000		1398 25th St	1318 Park St out of scope	0.00	
41	1		1.000	0.250	4	1398 25th St	1318 Park St	2.50	\$115.00
42	1		0.750	0.000	3	1398 25th St	1318 Park St crosscut	1.13	\$51.75
43	1		0.375	0.000	1	1398 25th St	1318 Park St crosscut	0.19	\$8.63
44	1		0.750	0.375	3.5	1398 25th St	1318 Park St	1.97	\$90.56
45	1		1.250	0.250	4	1398 25th St	1318 Park St	3.00	\$138.00
46			0.000	0.000		1398 25th St	1318 Park St broken panel	0.00	
47	1		1.250	0.000	3	1398 25th St	1318 Park St crosscut	1.88	\$86.25
48	1		0.500	0.000	1	1300 Park St	1318 Park St crosscut	0.25	\$11.50
49	1		2.000	0.000	3	1300 Park St	1318 Park St crosscut	3.00	\$138.00
50	1		1.250	0.000	1	1300 Park St	1318 Park St crosscut	0.63	\$28.75
51	1		0.875	0.000	3.5	1398 26th St	1308 26th St crosscut	1.53	\$70.44
52	1		0.375	0.000	0.5	1398 26th St	1308 26th St crosscut	0.09	\$4.31
53			0.000	0.000		1398 26th St	1308 26th St out of scope	0.00	
54	1		0.875	0.250	4	1398 26th St	1308 26th St	2.25	\$103.50
55	1		1.000	0.000	4	1301 Park St	1308 26th St	2.00	\$92.00
56			0.000	0.000		1298 26th St	1304 26th St broken corner	0.00	
57	1		1.125	1.125	4	1298 26th St	1304 26th St	4.50	\$207.00
58			0.000	0.000		2698 Nelson St	2605 Nelson St broken panel	0.00	
59			0.000	0.000		2698 Nelson St	2605 Nelson St broken panels	0.00	
60	1		0.875	0.250	4	1349 27th St	2605 Nelson St	2.25	\$103.50
61	1		1.125	0.500	4	1349 27th St	2605 Nelson St	3.25	\$149.50
62	1		0.875	0.000	3	1349 27th St	2605 Nelson St	1.31	\$60.38

INVOICE DETAIL for Area (1)

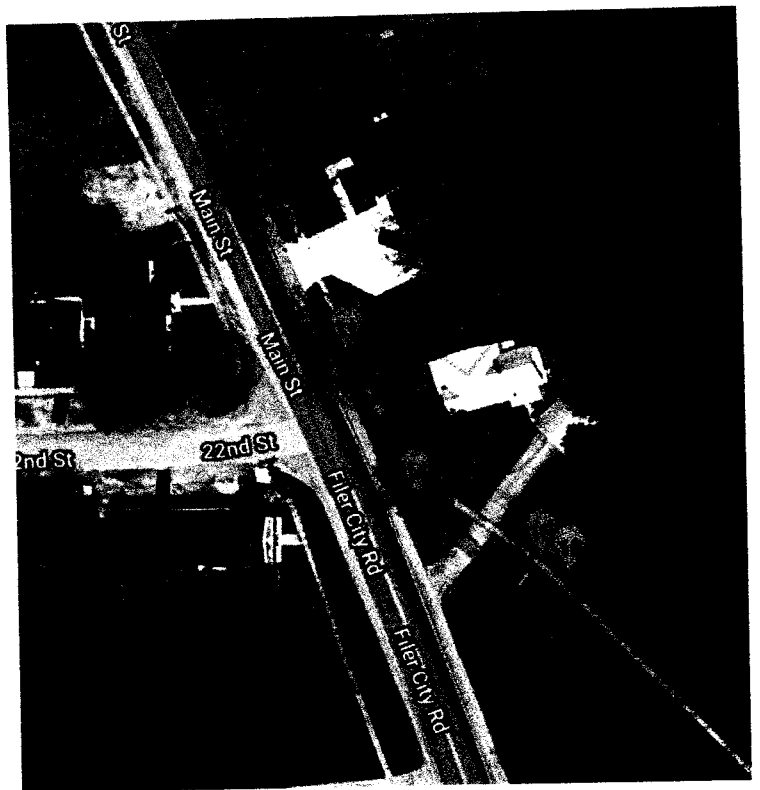
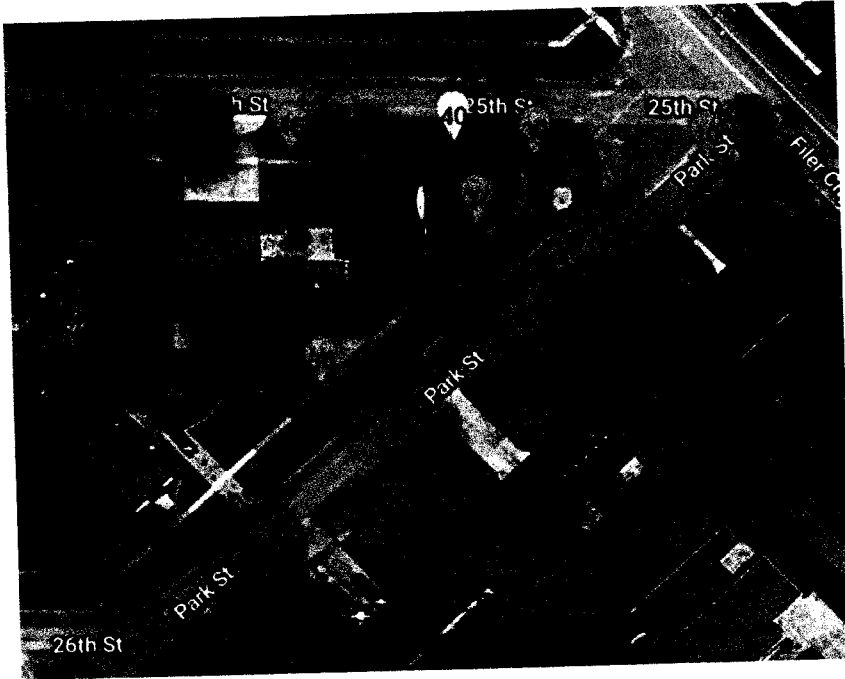
PRECISION CONCRETE CUTTING						<i>Select Sites as determined by the Township</i>				
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost	
63	1		1.000	0.125	4	1349 27th St	2605 Nelson St	2.25	\$103.50	
64	1		1.250	0.875	4	1349 27th St	2605 Nelson St	4.25	\$195.50	
65	1		1.125	0.750	4	1349 27th St	2605 Nelson St	3.75	\$172.50	
66	1		0.875	0.250	4	1349 27th St	2605 Nelson St	2.25	\$103.50	
								Total:	97.63	\$4,490.75
					149.5 = linear ft of cutting					
Cuts: 49					49 = locations documented (count)					

Job Notes: Map showing approximate location of trip hazards



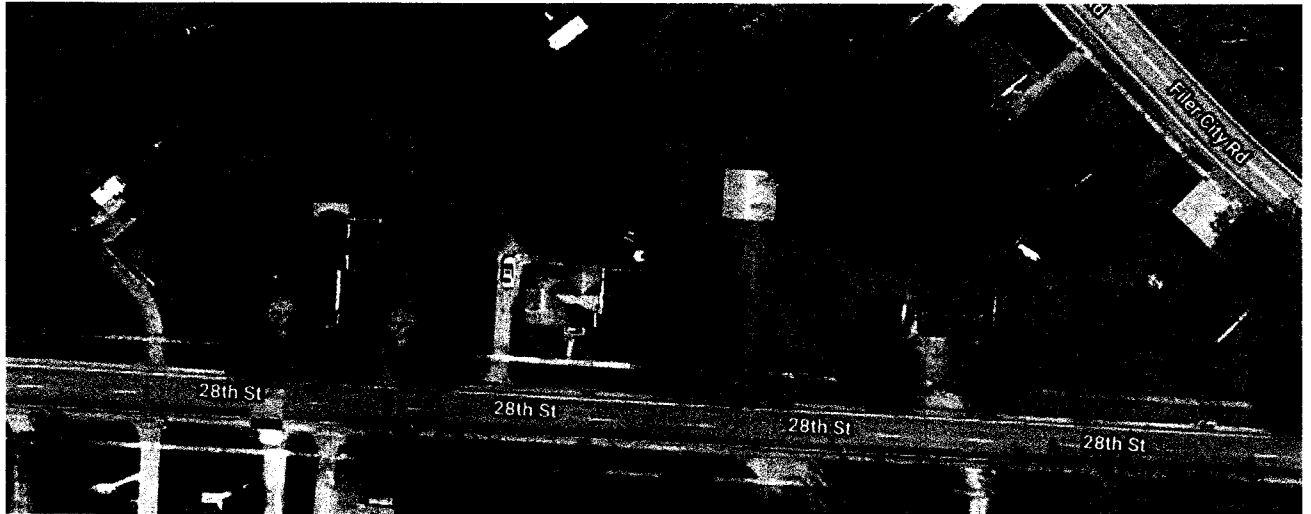
INVOICE DETAIL for Area (1)

PRECISION CONCRETE CUTTING						Select Sites as determined by the Township			
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost



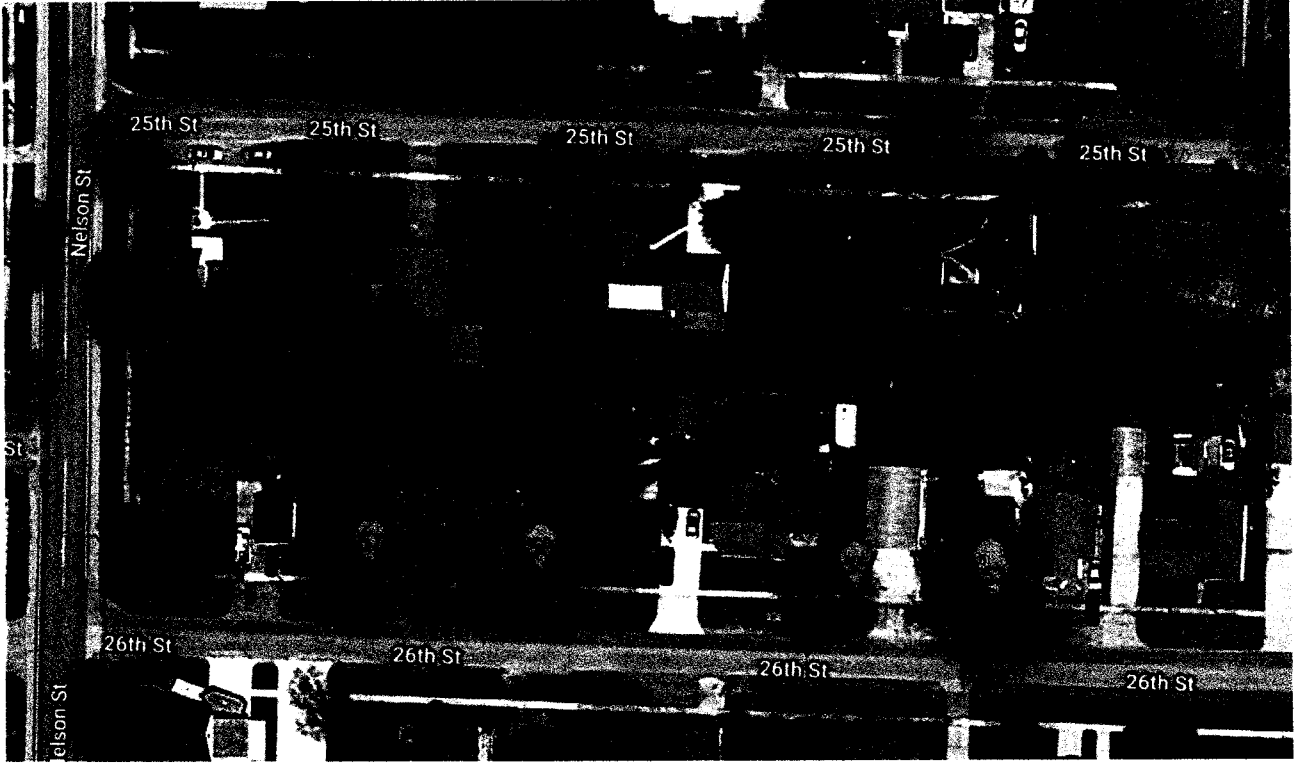
INVOICE DETAIL for Area (1)

PRECISION CONCRETE CUTTING					Select Sites as determined by the Township				
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost



INVOICE DETAIL for Area (1)

PRECISION CONCRETE CUTTING					Select Sites as determined by the Township				
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost



INVOICE DETAIL for Area (2)

Address or Area:

Completed Date:

Select Sites: determined by township

Wednesday, June 10, 2020

Filer Township

file: 35215

Total Ln Ft
169.5

Cost Per Inch Ft
\$46.00

Total Ln Ft **Total Cost**
116.34 \$5,306.81

PRECISION CONCRETE CUTTING					Additional Select Sites as determined by the Township				
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost
1			0.000	0.000		2502 Nelson St	2505 Nelson St broken panel	0.00	
2	1		1.000	0.250	4	2502 Nelson St	2505 Nelson St	2.50	\$115.00
3			0.000	0.000		2502 Nelson St	2505 Nelson St broken panels	0.00	
4			0.000	0.000		2502 Nelson St	2505 Nelson St broken panel	0.00	
5	1		0.875	0.000	2	2502 Nelson St	2505 Nelson St crosscut	0.88	\$40.25
6	1		0.750	0.000	2	2502 Nelson St	2505 Nelson St crosscut	0.75	\$34.50
7	1		1.500	1.125	4	2502 Nelson St	2505 Nelson St	5.25	\$241.50
8	1		1.250	0.000	3.5	2502 Nelson St	2505 Nelson St	2.19	\$100.63
9	1		0.875	0.000	2	2502 Nelson St	2505 Nelson St crosscut	0.88	\$40.25
10	1		0.750	0.000	2	2502 Nelson St	2505 Nelson St crosscut	0.75	\$34.50
11	1		1.000	0.125	4	2598 Nelson St	2505 Nelson St	2.25	\$103.50
12			0.000	0.000		2502 Nelson St	2502 Nelson St broken panels	0.00	
13	1		1.250	0.750	4	2502 Nelson St	2502 Nelson St	4.00	\$184.00
14	1		1.250	0.000	4	2502 Nelson St	2502 Nelson St	2.50	\$115.00
15			0.000	0.000		2502 Nelson St	2502 Nelson St broken panel	0.00	
16	1		0.875	0.250	4	2502 Nelson St	2502 Nelson St	2.25	\$103.50
17	1		1.000	0.000	3	2502 Nelson St	2506 Nelson St crosscut	1.50	\$69.00
18	1		0.500	0.000	1	2502 Nelson St	2506 Nelson St crosscut	0.25	\$11.50
19	1		1.000	0.000	2	2502 Nelson St	2506 Nelson St crosscut	1.00	\$46.00
20	1		0.750	0.000	2	2502 Nelson St	2506 Nelson St crosscut	0.75	\$34.50
21			0.000	0.000		2502 Nelson St	2506 Nelson St broken panel	0.00	
22	1		1.000	0.000	2	2502 Nelson St	2506 Nelson St crosscut	1.00	\$46.00
23	1		0.875	0.000	2	2502 Nelson St	2506 Nelson St crosscut	0.88	\$40.25
24			0.000	0.000		2502 Nelson St	2506 Nelson St broken panel	0.00	
25	1		0.875	0.000	3	2502 Nelson St	2506 Nelson St crosscut	1.31	\$60.38
26	1		0.500	0.000	1	1298 26th St	2506 Nelson St crosscut	0.25	\$11.50
27	1		0.875	0.375	4	1298 26th St	2506 Nelson St	2.50	\$115.00
28	1		1.125	1.000	4	1298 26th St	2506 Nelson St	4.25	\$195.50
29			0.000	0.000		1298 26th St	2506 Nelson St broken panels	0.00	
30			0.000	0.000		1298 26th St	2506 Nelson St broken panels	0.00	
31	1		1.000	0.000	3	1298 25th St	2500 Nelson St crosscut	1.50	\$69.00
32	1		0.375	0.000	1	1298 25th St	2500 Nelson St crosscut	0.19	\$8.63
33	1		1.500	0.000	3.5	1298 25th St	2500 Nelson St crosscut	2.63	\$120.75
34	1		0.375	0.000	0.5	1298 25th St	2500 Nelson St crosscut	0.09	\$4.31
35	1		1.000	0.000	2	1298 25th St	2500 Nelson St crosscut	1.00	\$46.00
36	1		1.000	0.000	2	1298 25th St	2500 Nelson St crosscut	1.00	\$46.00
37			0.000	0.000		1298 25th St	2500 Nelson St out of scope panel is broken under patch	0.00	
38	1		1.000	0.000	3	1298 25th St	2500 Nelson St crosscut	1.50	\$69.00
39	1		0.500	0.000	1	1298 25th St	2500 Nelson St crosscut	0.25	\$11.50
40	1		1.000	0.250	4	1298 25th St	2500 Nelson St	2.50	\$115.00
41			0.000	0.000		1298 25th St	2500 Nelson St broken panel	0.00	
42	1		1.125	0.000	3	1298 25th St	2500 Nelson St crosscut	1.69	\$77.63
43	1		0.750	0.000	1	1298 25th St	2500 Nelson St crosscut	0.38	\$17.25
44	1		0.875	0.000	2	1298 25th St	2500 Nelson St crosscut	0.88	\$40.25
45	1		0.500	0.000	2	1298 25th St	2500 Nelson St crosscut	0.50	\$23.00
46			0.000	0.000		1298 25th St	2500 Nelson St broken panel	0.00	
47	1		1.000	0.750	4	1298 25th St	2500 Nelson St	3.50	\$161.00
48			0.000	0.000		1298 25th St	2500 Nelson St broken panels	0.00	
49	1		1.500	1.250	4	1298 25th St	2500 Nelson St	5.50	\$253.00
50			0.000	0.000		1298 25th St	2500 Nelson St broken panel	0.00	
51	1		1.625	0.000	4	1298 24th St	2309 Nelson St	3.25	\$149.50
52	1		1.500	0.000	3.5	1298 24th St	2309 Nelson St crosscut	2.63	\$120.75
53	1		0.750	0.000	0.5	1298 24th St	2309 Nelson St crosscut	0.19	\$8.63
54			0.000	0.000		1298 25th St	1213 25th St spalled at joints	0.00	
55			0.000	0.000		1298 25th St	1213 25th St spalled at joints	0.00	
56			0.000	0.000		1298 25th St	1213 25th St broken panel logged on 2500 nelson also	0.00	
57			0.000	0.000		1298 25th St	1210 25th St broken panels	0.00	
58	1		0.875	0.000	3.5	2406 Nelson St	1210 25th St	1.53	\$70.44
59	1		2.000	0.250	4	1298 25th St	1210 25th St	4.50	\$207.00

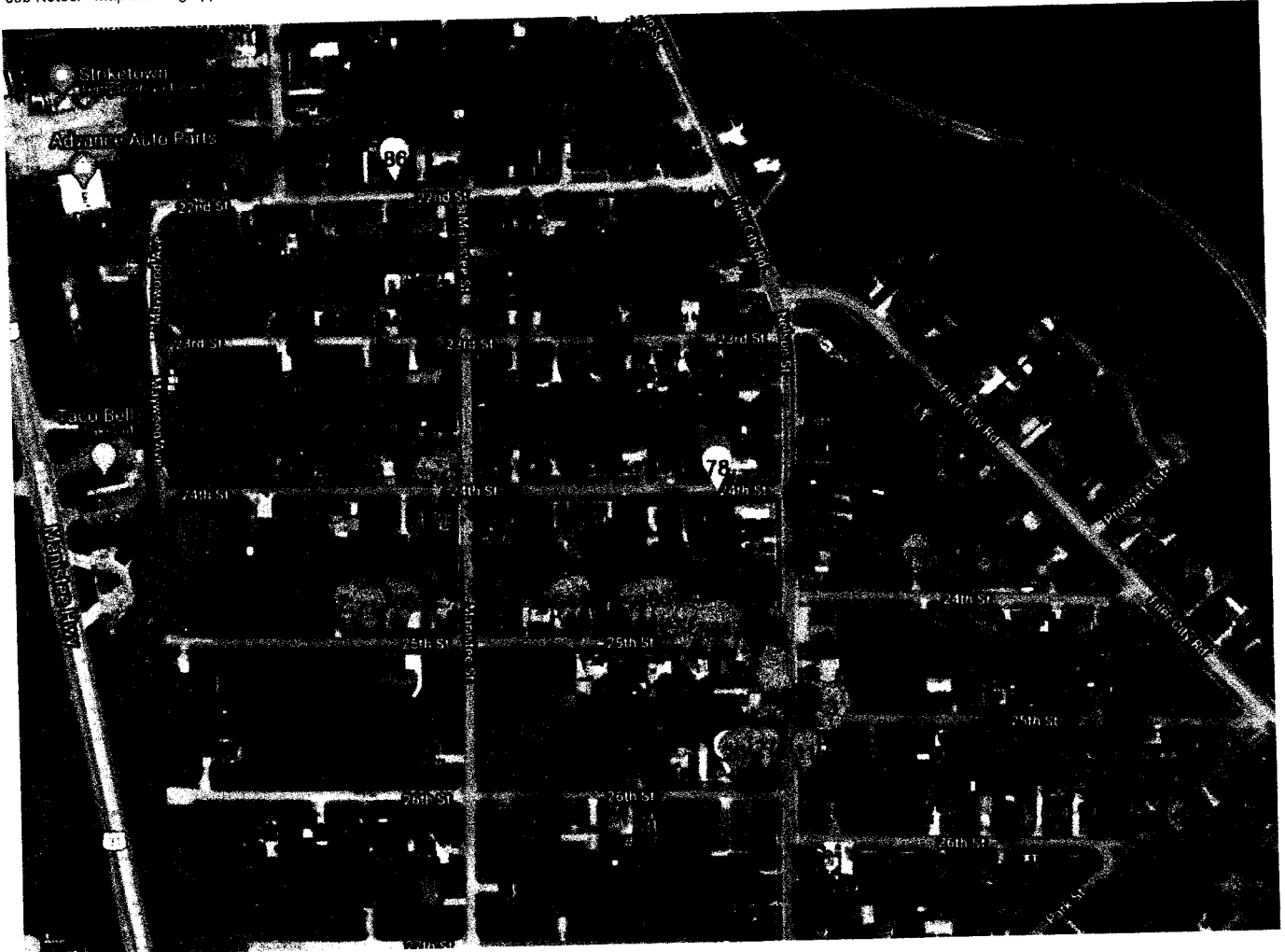
INVOICE DETAIL for Area (2)

PRECISION CONCRETE CUTTING					<i>Additional Select Sites as determined by the Township</i>						
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost		
60			0.000	0.000		2498 Manistee St	1206 25th St broken panels	0.00			
61	1		1.250	0.000	3.5	2498 Manistee St	1206 25th St	2.19	\$100.63		
62			0.000	0.000		2498 Manistee St	1206 25th St broken panels	0.00			
63	1		1.250	0.125	4	2498 Manistee St	1206 25th St	2.75	\$126.50		
64			0.000	0.000		2498 Manistee St	1206 25th St broken panels	0.00			
65	1		1.250	0.625	4	1198 25th St	1114 25th St	3.75	\$172.50		
66			0.000	0.000		1198 25th St	1114 25th St broken panels	0.00			
67	1		0.875	0.000	3	1198 25th St	1114 25th St crosscut	1.31	\$60.38		
68	1		0.625	0.000	1	1198 25th St	1114 25th St crosscut	0.31	\$14.38		
69	1		0.750	0.000	4	1198 25th St	1114 25th St	1.50	\$69.00		
70	1		0.625	0.000	3.5	1198 25th St	1114 25th St	1.09	\$50.31		
71	1		1.500	1.000	4	1198 25th St	1114 25th St	5.00	\$230.00		
72			0.000	0.000		1198 25th St	1114 25th St broken panel	0.00			
73	1		2.000	1.500	4	1198 24th St	2400 Manistee St	7.00	\$322.00		
74			0.000	0.000		1198 24th St	2400 Manistee St broken panel	0.00			
75			0.000	0.000		1198 24th St	2400 Manistee St broken panel	0.00			
76			0.000	0.000		1298 24th St	1212 24th St over grown	0.00			
77	1		1.500	0.250	4	1298 24th St	1212 24th St	3.50	\$161.00		
78			0.000	0.000		1298 24th St	1304 24th St in defects	0.00			
79			0.000	0.000		2406 Nelson St	1302 24th St broken panels	0.00			
80	1		1.500	0.000	3	2406 Nelson St	1302 24th St crosscut	2.25	\$103.50		
81	1		0.750	0.000	1	2406 Nelson St	1302 24th St crosscut	0.38	\$17.25		
82	1		1.250	0.000	3	2406 Nelson St	1302 24th St crosscut	1.88	\$86.25		
83	1		0.750	0.000	1	2406 Nelson St	1302 24th St crosscut	0.38	\$17.25		
84			0.000	0.000		2406 Nelson St	1302 24th St broken panel	0.00			
85	1		0.875	0.500	4	1072 22nd St	1106 22nd St	2.75	\$126.50		
86	1		0.500	0.000	3.5	1072 22nd St	1106 22nd St	0.88	\$40.25		
87	1		1.500	0.625	4	1072 22nd St	1106 22nd St previous cut	4.25	\$195.50		
88	1		0.625	0.000	3	1072 22nd St	1106 22nd St previous crosscut	0.94	\$43.13		
89	1		0.375	0.000	1	1072 22nd St	1106 22nd St previous crosscut	0.19	\$8.63		
					169.5	= linear ft of cutting			Total:	115.34	\$5,305.81
Cuts:	60				60	= locations documented (count)					

INVOICE DETAIL for Area (2)

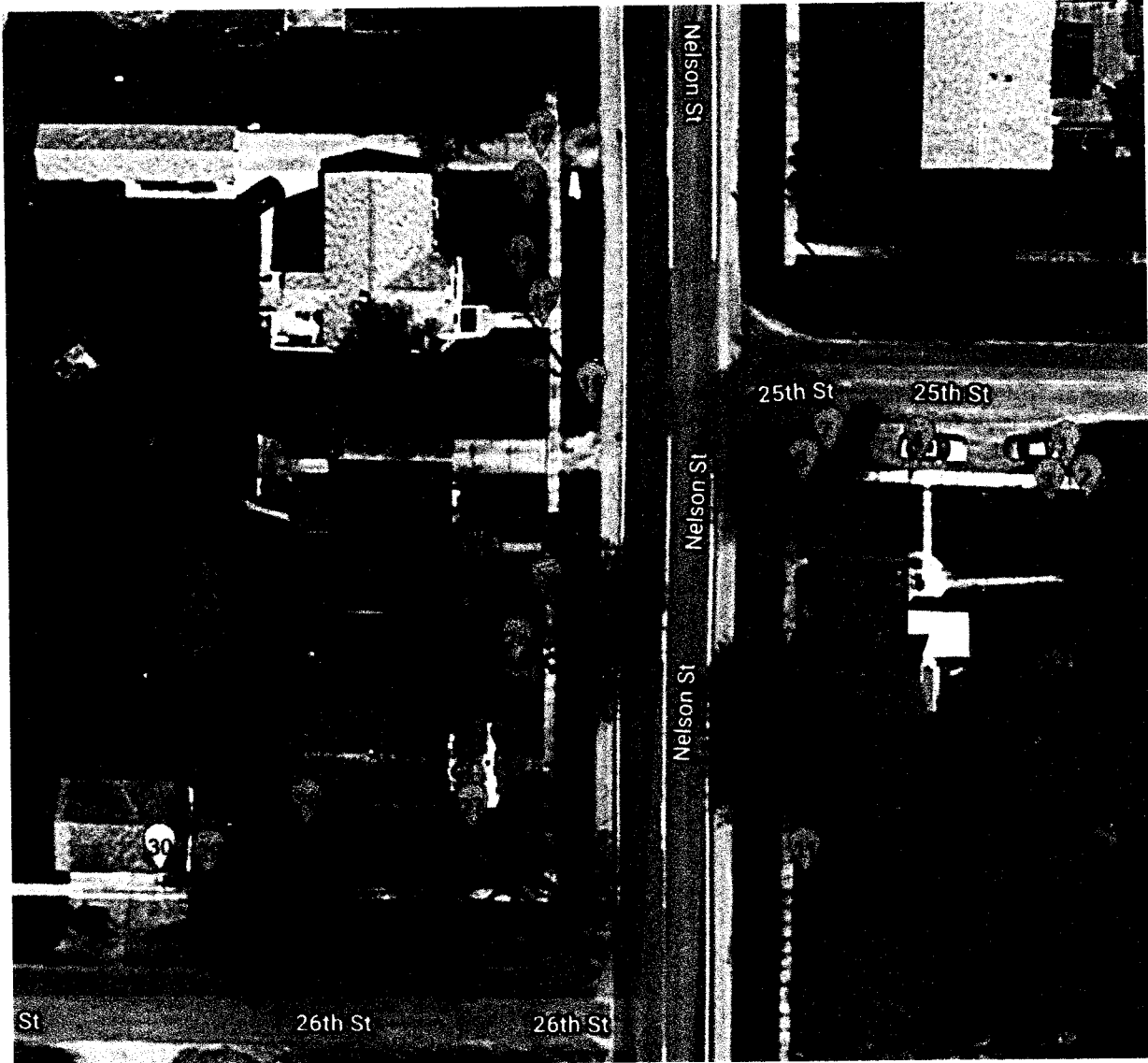
PRECISION CONCRETE CUTTING					Additional Select Sites as determined by the Township				
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch.Ft	Cost

Job Notes: Map showing approximate location of trip hazards



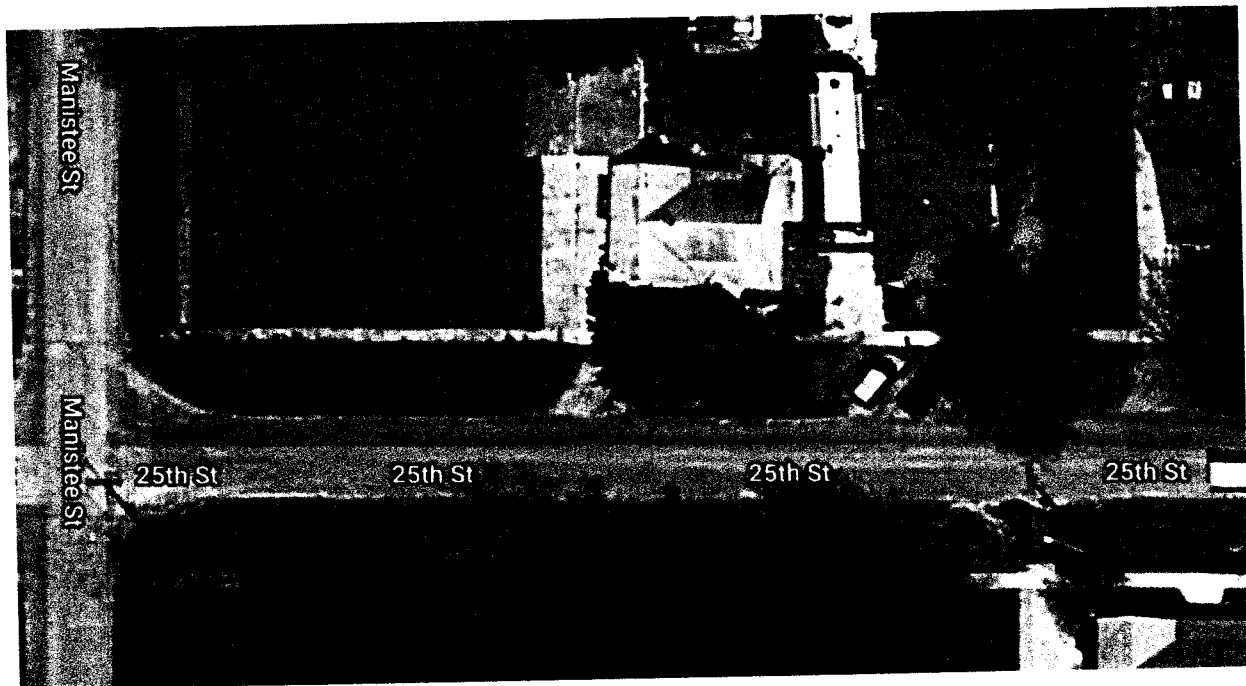
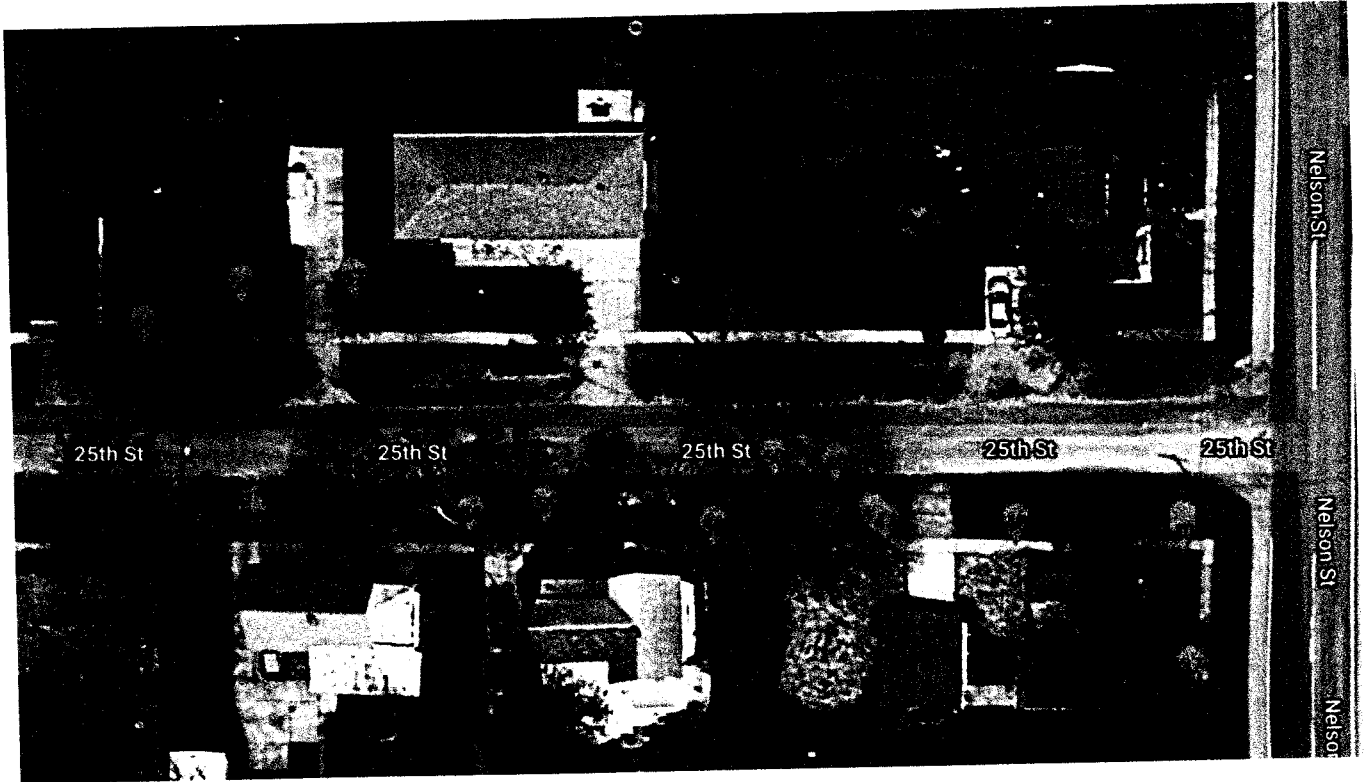
INVOICE DETAIL for Area (2)

PRECISION CONCRETE CUTTING					Additional Select Sites as determined by the Township				
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost



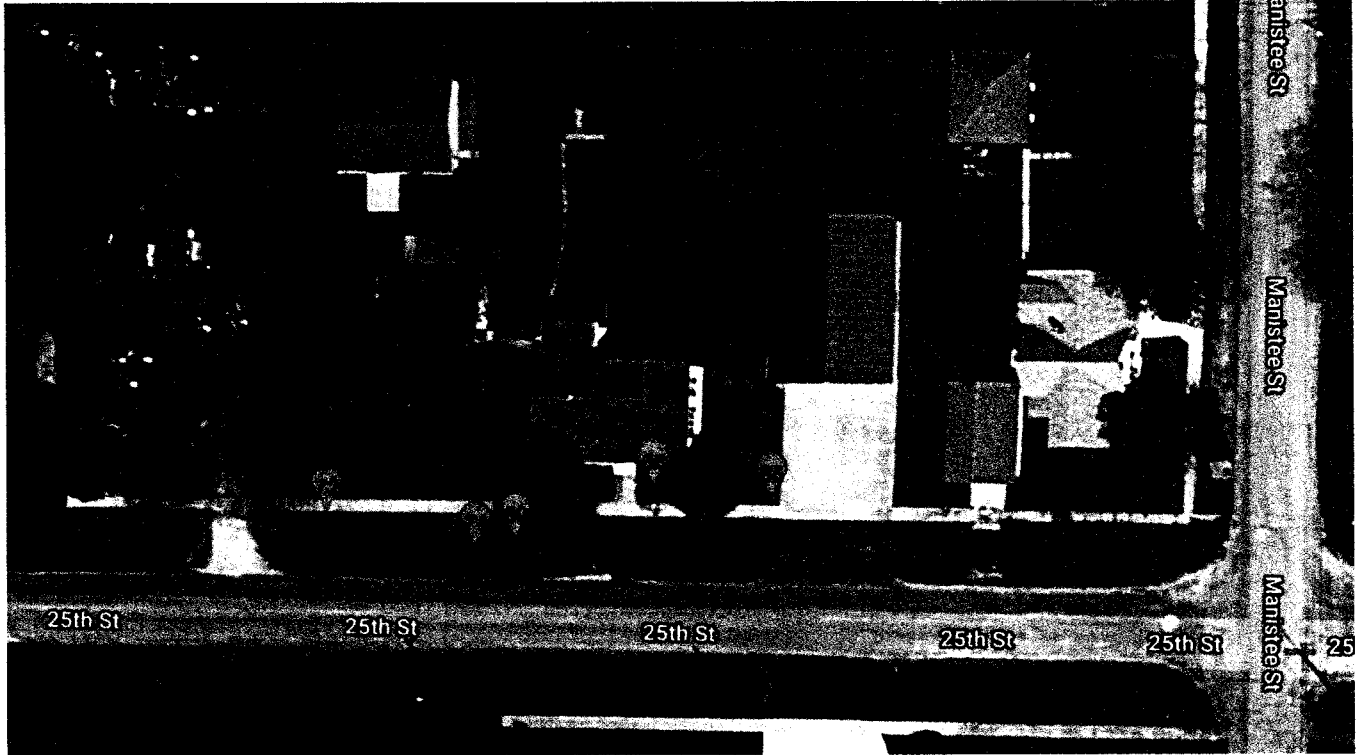
INVOICE DETAIL for Area (2)

PRECISION CONCRETE CUTTING					Additional Select Sites as determined by the Township				
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost



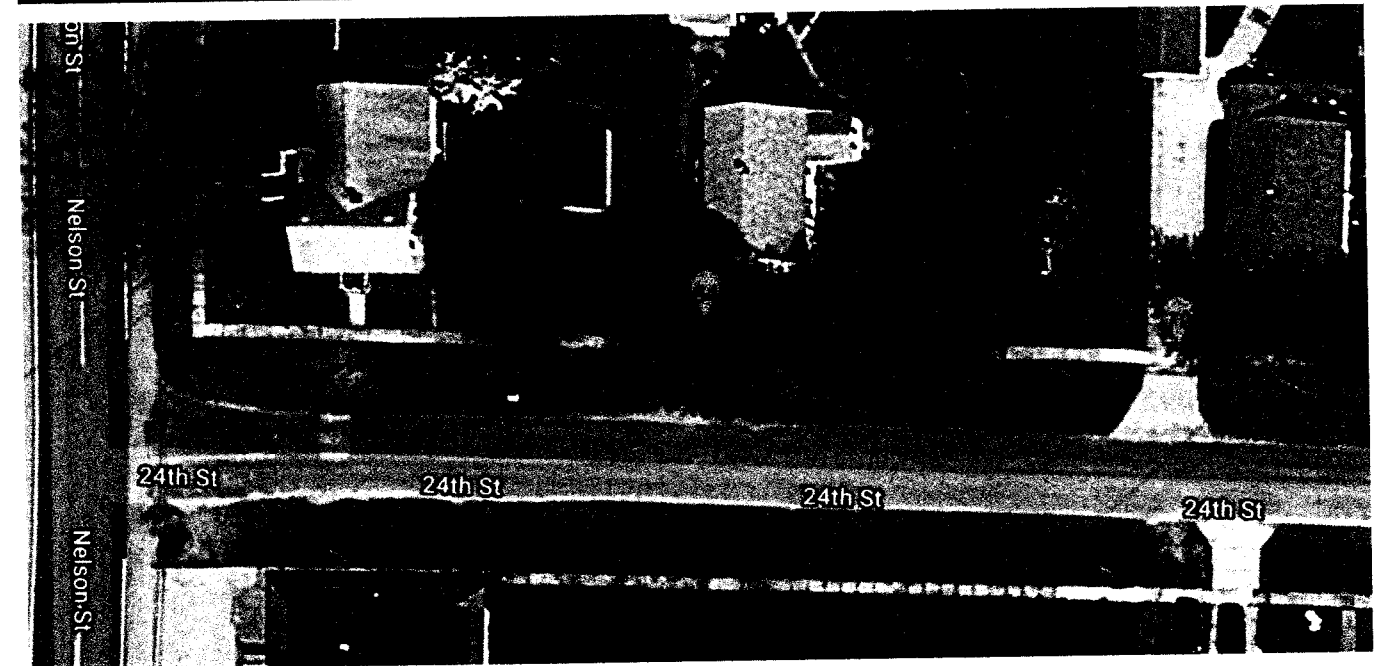
INVOICE DETAIL for Area (2)

PRECISION CONCRETE CUTTING					Additional Select Sites as determined by the Township				
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost



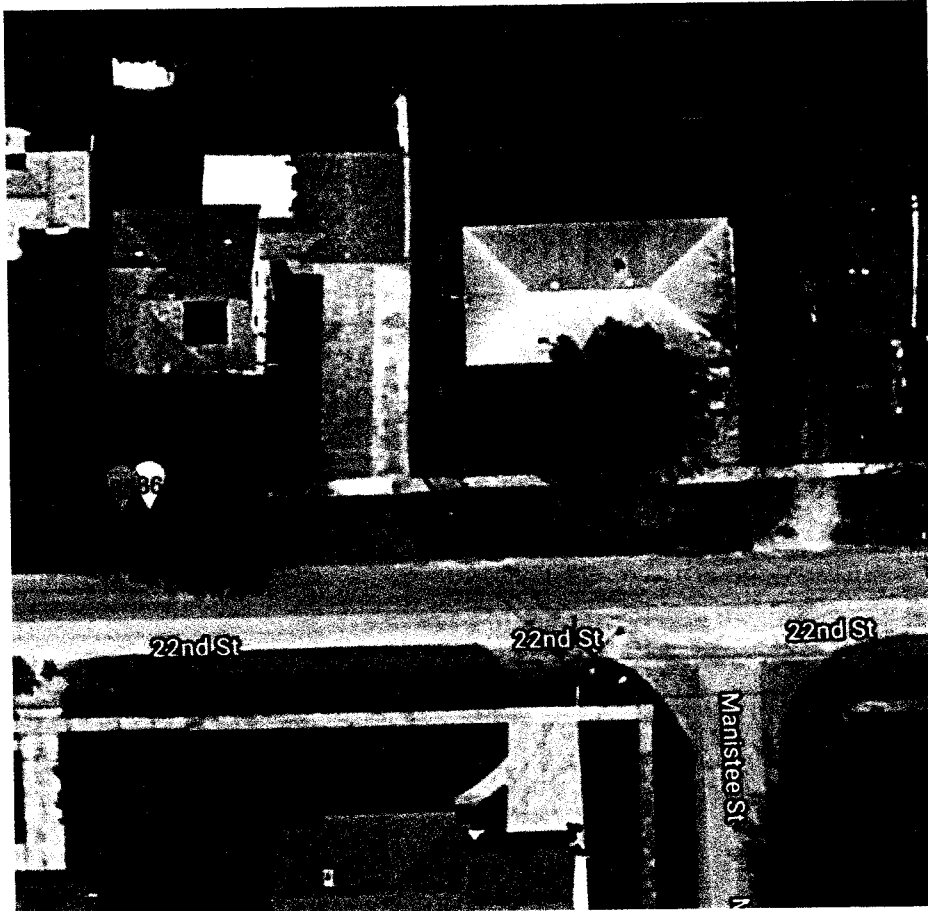
INVOICE DETAIL for Area (2)

PRECISION CONCRETE CUTTING					Additional Select Sites as determined by the Township				
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost



INVOICE DETAIL for Area (2)

PRECISION CONCRETE CUTTING					Additional Select Sites as determined by the Township				
No.	Cut	RR	Size	Size	Lineal Feet	Location per GPS	Description	Inch Ft	Cost



Filer Charter Township

From: Suzanne <soozerobinson@gmail.com>
Sent: Thursday, July 30, 2020 8:36 PM
To: filertownship@twphall.com
Subject: Short Term Rentals

Dear Filer Township Hall Members,

My husband and I are new homeowners at 2266 Red Apple Road. We have searched for a long time for our idyllic retirement home. We wanted to be on Lake Michigan where there were no short term rental ordinances. We were told by our realtor when we were purchasing that there were no short term rental ordinances so we bought our new home February 2020. We also understood that as of January 7th there was a Filer Township by law implemented that stated the same "no short term rentals."

After working 46 years we both want to enjoy our peace and tranquility on Red Apple Road on Lake Michigan.

Thank you for implementing the new by law. We look forward to meeting our township representatives and board members soon.

Sincerely,

Dr. Jack and Suzanne Brunner

Dear Filer Township Board of Trustees:

My concern is regarding the short term rental ordinance in Filer Township. First of all, I would like to thank the Township for having the foresight to pass the ordinance on 01-07-2020. As you are already aware, the west coast of Michigan has become plagued with short term rental properties in areas which were meant as primary residences inhabited by the local citizens. Harbor Village in the City of Manistee has been experiencing problems from short term vacation rentals. Subsequently, the local year round residents in Harbor Village have not been able to enjoy their homes without disturbances from the short term rentals. Some former residents of Harbor Village have decided to move out in to our Township of Filer to get away from this situation. Our residents need the protection from ongoing short term rentals that are currently invading our right to privacy and happiness in our homes before it becomes too late to control. The winters are long up here and we all look forward to the summers, only to become invaded by endless vacationers one week to the next.

Some homes like the one at 2705 Red Apple Road are advertised by Unsalted Vacations and are run as a business in the community of Red Apple Beach Association that has been established as residential. To my knowledge, this house has not been following the rental ordinance nor possesses any permit for short term rentals. The Lakeland Association to the south of the Red Apple Beach area has also been experiencing ongoing short term rentals with homes being purchased solely for the purpose of renting short term as a business. This is preventing several residents from enjoying their association property and privacy.

I have not become aware of the problem until I experienced a short term rental right next door to me owned by John Konkol and Beata Stumpe, residents of Alpharetta, Georgia. They did not possess any permit to lease and went against the Governor's shut down order renting to the Tim and Sharon Schorr Family from Naperville, IL beginning on June 13, 2020 for 8 days. (I have been always told, ignorance of the law is no excuse.) Instead of being penalized as set forth in the Filer Township ordinance, Beata and John to date have not been given any penalty and were given a permit to rent short term FOR ANOTHER 27 days in addition to the 8 days leased illegally. There is absolutely no incentive to follow the law. The rate is \$785 per night plus fees of over \$400. The money collected for the 8 day stay by Mr. and Mrs. Tim Schorr and family was over \$6,000.00 (Six thousand dollars). This is for an average ranch style home. There is no incentive to follow the law. Instead, I, as the homeowner next door, am subjected to another stream of short term rental vacationers. I return home from work, tired and desiring the privacy that I once had, only to be subjected to vacationers. I have lost my get away to peace and privacy that we once had prior to the short term rentals. I have been looking forward to retirement in my home but now I feel like I am too being subject to the plague of a short term rental property next door. We have lived in our home for 36 years and our privacy has made a huge difference in becoming a getaway from our workdays. Now, I do not look forward to coming home. I become stressed and have to put up with whatever is going on next door -- whether it is a nightly fire stinking up my house (I do not have AC and enjoy the Lake breezes), the hanging of hammocks in our orchard by vacationers or barking dogs and people screaming on the beach. This has all affected my health. In addition, the way the posting is on VRBO (vacation rental by owner) by Beata and John, my property of the orchard is intrically described as mostly lawn with a few old

trees and the renters have been led to feel the property is included in the rent. Beata stands on the beach in one of her photos with her hands up in the air with our property in the background - as if, yes this can be all yours to rent, when her lot consists of about 100 feet of lakefrontage. (We have 359 feet.)

My husband and I have resided in Manistee for 41 years and invested in the community during this time. We have a medical practice and have invested in the downtown community with historic preservation of 2 buildings - the former JC Penney and Lyric Theater. The short term rental properties are no asset to the community and are run by people from out of town for their own personal gain. Monies raised are not staying in the community. You might as well say that they are taking advantage of our natural resources at the expense of the community.

I would like to see the ordinance passed in effect and being enforced. I understand that it takes funding to enforce the ordinance. Permit fees along with an appropriate local tax such as a tax on motels for the vacation by owner short term rental properties might be considered. Some areas of the country do impose a local tax which is 15 percent in some cases on short term rentals and place them in similar category as motels/hotels. Also, to alleviate the time and money the township pays our zoning administrator, it may be more cost effective to have someone like Spicer Group do the inspection for the permits at the cost to the property owner. We own one residential apartment in the city of Manistee and Spicer Group handles the inspection at my expense and they do a very good and thorough inspection.

I am hoping that permits be issued yearly to insure that the property owner has been following the rules set by the ordinance. For example, my understanding is that the property owned next door to me by John Konkell and Beata Stumpe has been allowed a maximum of 8 people (2 people per each of 4 bedrooms). However, their vrbo site lists 10 people allowed, down from 12 persons on their original listing.

The permit fee should be a substantial amount so that the short term rental ordinance has sufficient funds to operate. Currently, the City of Ludington has a fee of \$500 per year. The township of Filer has a very minimal fee not even close to this amount.

At this time, I feel that I am being made to put up with a rental next door. Unfortunately, the only remedy I have at this time is to put up an 8 foot high privacy fence at the cost of \$10,000. However, at this time, due to COVID, materials even for a 6 foot privacy fence are not available. We have experienced a huge drop in income due to COVID 19 and installing a privacy fence at this time is a financial burden to us that was unseen if the materials were available. Meanwhile, John and Beata, nonresidents, are enjoying the benefit of their exorbitant income from their short term rentals

I am aware that the township has more pressing issues at this time such as COVID and the upcoming election. However, I hope that for our future and the next generations of Filer Township residents, the short term rental ordinance is enforced with some added requirements which might include the following:

The property owner must have a local contact available 24 hours a day, 7 days a week to respond to any issue/complaint. This information should be provided to the neighbors adjacent to their property and across the road from the property. (I was speechless when the first renter, Mr. Tim Schorr, came up to me stating that he was renting for the week from Naperville, IL during the COVID shut down by the Governor of Michigan in my orchard which he felt was included in the rent. His wife Sharon approached me the next day thinking that our orchard property was included in renting. No notice given to us of any expected short term renting which was not legal at the time of June 13, 2020. John Konkel's excuse was that they were hurrying to get the property ready to lease and had no time to inform us.)

Tenants may not sublet any part of the property. No campers, tents, or similar shelters allowed. Liability insurance documented for short term rental use by the property owner.

Short term rental permits to be reviewed yearly. Permit will be revoked for any short term rental that is adversely affecting the public health, safety and welfare of the immediate neighborhood. Additional inspections may be required based on complaints from either a tenant, neighbor or governmental agency.

There should also be a restriction on the number of short term rental permits in an area to avoid overpopulation of short term rentals in a neighborhood.

I was asked recently by John Konkel - "Where do people like you go to retire?" since we live on the Lake. I was shocked. Where am I supposed to "go"? This is my home where I intend to stay until my demise. Why am I expected to leave? I love my town and neighborhood. My son plans to come back to the home in which he grew up in and we plan to leave him the property. I am asking the Township to please protect us and future generations from what could become a nightmare for the longterm local residents Thank you.

Jan Borenitsch

2270 Red Apple Road



Monthly Client Report for Charter Township of Filer June 2020

To provide Filer Township with a summary of our activities for the month, Operations Services has prepared this report for your use. We welcome any suggestions to improve the information contained in these reports. Please contact us if you believe this report contains errors, or if you have any questions about it.

PRODUCTION AND USE STATISTICS

The Filer Water Supply System (WSS) produced safe drinking water for all users; The following table summarizes the water production and use statistics for the past month.

Performance Indicator	Value	Units
Total Water Pumped	15.253	Million Gallons
Average Daily Water Pumped	0.508	Million Gallons
Maximum Daily Pumped	0.674	Million Gallons
Minimum Daily Pumped	0.398	Million Gallons
Chlorine Applied	206	Gallons
Polyphosphate	511.81	Pounds

COMPARATIVE WATER PRODUCTION

This table represents the most recent monthly water production figures compared to the same month in previous years.

Month	2017 Million Gallons	2018 Million Gallons	2019 Million Gallons	2020 Million Gallons
January	8.422	8.875	8.669	8.128
February	7.331	7.760	8.050	7.437
March	8.329	8.716	6.642	9.162
April	9.856	8.473	9.241	9.371
May	11.735	12.509	10.539	11.828
June	13.165	14.439	11.805	15.253
July	15.152	17.029	15.940	
August	14.556	16.080	15.681	
September	13.115	13.833	13.045	
October	10.257	10.093	9.292	
November	7.777	8.443	8.096	

December	7.955	8.446	8.794	
Total	127.690	134.696	125.794	61.179

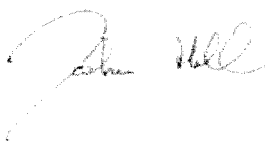
WATER SYSTEM MONTHLY ACTIVITY SUMMARY

This section highlights some of the most significant events of the past month. Additional details are available upon request.

- The back up generator on well 4 and the back up motor for well 2 were exercised weekly.
- All MDEGLE required sampling and reports were completed.
- Well houses were cleaned and disinfected as needed.
- 8 miss digs and 1 emergency miss dig was performed, and positive responses were filled out as needed.
- Chemicals were filled as needed.
- The garage and the office we cleaned and disinfected as needed.
- Called in for loss of radio signal at the Red Apple tower. A back up generator was hooked, and signal was restored.
- A riser was installed on the valve box located in the Filer Twp driveway.
- Called in for fire training three times, system was checked after training was complete.
- The consumer confidence report has been published at sent to all required parties.
- The filer tower was drained and prepped for cleaning. This caused several low-level alarms at the Red Apple tower. We were not able to keep up with demand. An irrigation ban was put in place and PCA and Tondue were notified.
- There was an emergency shut off needed at 2806 Linwood street after hours.
- Fire hydrants are being painted as needed.
- A sanitary survey with EGLE took place and all is OK. They did send a letter with some recommendations. Some will need addressing to avoid violations.
- The weeds and grass were cut around hydrants as needed.
- After cleaning, the filer tower had chlorine added and two bacti's taken from it before it was it was put back online.
- A leak was found in front of McDonald's. It was the service to the old Kmart gas station. It was broken, so it had to be dug and fixed before it could shut off. It is now off, and the leak has stopped.
- The chlorine system at well 4 was serviced. It was not pumping. A new quill and check valve were installed, and it is good to go.
- A pressure gauge leak was fixed on well 2.
- Chlorine was ordered and delivered to Gilroys. It was then distributed to the necessary locations.

Respectfully,

Operations Services



Joshua Hall
Project Manager



Michael O. Hiller
Operations and Maintenance Specialist



Operations Services Inc.
10281 Old US 27 South • Waters, MI 49735
985.217.3175 • www.operationservices.com

July 29, 2020

Terry Walker
2505 Filer City Rd
Manistee, MI 49660

Attn: Terry Walker

Re: Operations Service Agreement

Dear Mr. Walker,

Operations Services, Inc. has prepared this agreement for the Board's review and discussion. We are pleased that the Township has expressed an interest in a renewal of the agreement. We are confident the new agreement moves the Township further along the path toward a sustainable water system.

Our proposal is to spend 24 hours per week onsite for routine operation and maintenance of the water supply system. This would include 24 hours of effort by our operator Mike Hiller and monthly reporting support from Mr. Patrick Gallagher. As we have done in the past, additional support is available if Mike or Patrick request it.

Please let me know if this agreement reflects the discussions we have had or if you require any additional clarification.

Thank you again!

Operations Services, Inc.

A handwritten signature in black ink, appearing to read "Chris Johnson", written in a cursive style.

Chris Johnson

President

Enclosure

Cc: Patrick Gallagher, Operations Services, Inc.

Mike Hiller, Operations Services, Inc.

AGREEMENT
for
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for
CHARTER TOWNSHIP OF FILER, MICHIGAN

OPERATIONS SERVICES, INC.



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AGREEMENT
for
OPERATIONS, MAINTENANCE and
SERVICES

THIS AGREEMENT is made and entered into this 1st day of October 2020, by and between Charter Township of Filer, in the State of Michigan (hereinafter "OWNER"), and Operations Services, Inc., (hereinafter "OSI") a Michigan Corporation.

OWNER and OSI agree:

1. GENERAL PROVISIONS

- 1.1. It is understood that the relationship of OSI to OWNER is that of independent contractor.
- 1.2. All grounds, facilities, equipment, and vehicles now owned by OWNER or acquired by OWNER shall remain the property of the OWNER.
- 1.3. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- 1.4. This AGREEMENT shall be binding upon the respective successors and assignees of each of the parties hereto. Neither party will assign this AGREEMENT without the prior written consent of the other party.
- 1.5. This AGREEMENT, including Appendices "A" through "F," states the entire agreement between OWNER and OSI and supersedes all previous or contemporaneous representations and agreements (whether written or oral), and may be modified only in writing and signed by the parties. OWNER agrees that its remedies against OSI and its affiliates shall be limited to those expressly provided in this AGREEMENT. All releases, indemnities, and limitations on liability and remedies stated herein shall apply, regardless of whether the liability or remedies arise in contract, warranty, negligence, strict liability, or otherwise.
- 1.6. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
- 1.7. This AGREEMENT gives no rights or benefits to anyone other than OWNER and OSI and has no third-party beneficiaries.
- 1.8. All words and phrases in this AGREEMENT shall be defined in accordance with their common usage unless given special definition in Appendix A to this AGREEMENT.

2. SERVICES

- 2.1. OSI shall, within the design capacity and capability of the OWNER's System, and pursuant to Appendix C of this AGREEMENT, operate,

and maintain the System so that finished water produced by the System meets the requirements specified in Appendix D.

3. OWNER'S RESPONSIBILITIES

- 3.1 Provide appropriate Fire and Liability Insurance coverage for buildings, equipment, and structures.
- 3.2 Provide access to all facilities associated with the System's operation.
- 3.3 Subject to OWNER'S budget procedures and the availability of funds for the System, pay for (1) the purchase of new System equipment or System items recommended by OSI and (2) Capital Expenditures
- 3.4 Maintain and renew, with respect to all new and existing portions of the System, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the OWNER, to the extent the maintenance thereof is not a responsibility of OSI hereunder.
- 3.5 Pay all amounts associated with the occupancy or operation of the System and the performance of the Services including but not limited to all permits, property, franchise, or other taxes associated with the System, except to the extent OSI shall be obligated to pay such amounts in accordance with the express terms of this AGREEMENT.
- 3.6 Provide to OSI all data relating to the System for the proper operations and maintenance of all equipment and processes covered under this AGREEMENT, including, but not limited to, maps, drawings, specifications, permits and historical data. OSI will reasonably rely upon the accuracy and completeness of the information provided by the OWNER.
- 3.7 Perform all functions and retain all responsibilities and obligations related to System not expressly assumed herein by OSI.

4. COMPENSATION AND PAYMENT

- 4.1 Compensation for the services is described in Appendix "F."
- 4.2 OSI's Requests for Payment, and any statements of account that OSI deems necessary to submit may be sent to OWNER by United States Mail, Courier Delivery Service, or electronic transmission (including but not limited to facsimile transmission or electronic mail). The form of submittal shall be at OSI's discretion and shall be considered a valid submittal unless OWNER specifically directs OSI otherwise.

5. TERM, TERMINATION, BREACH AND CURE

- 5.1 The initial term of this AGREEMENT shall be three (3) years commencing at Noon, local time on October 1, 2020.
- 5.2 This AGREEMENT shall automatically renew for additional periods of one (1) year unless either party serves notice to the other, a minimum of 120 days prior to the expiration of this AGREEMENT, of their intent to not renew this AGREEMENT.
- 5.3 In the event of termination or non-renewal of this AGREEMENT, OSI shall cooperate with the OWNER to effect a smooth transition to a new operator. OSI shall remain at the System after such termination or non renewal, as requested by the OWNER, provided the parties mutually agree on compensation.
- 5.4 Either party may terminate OSI's performance hereunder upon Material Breach by the other party, upon written notice of the breach to the other party, provided that the breach is not corrected within 90 days (or if related to compensation, within 10 days) after receipt of notice.

6. INDEMNITY AND LIABILITY

- 6.1 OSI hereby agrees to indemnify and hold OWNER, its trustees, employees, agents and contractors harmless from any and all liability for bodily injury, including death, and damage to tangible property claimed by third parties, and all criminal, civil or administrative claims or liability to the extent proximately caused by the negligence or willful misconduct of OSI, its agents, servants or employees, the violation of any local, state or federal law, rule or regulation or any local, state or federal permit or license governing the use, operation or management of the System, or the non-performance of this AGREEMENT. Such liability includes, but is not limited to, claims arising from acts or omissions that result in the discharge, dispersal or release, into the atmosphere, water or land of any material or substance that is or becomes designated as "hazardous" or "toxic" or similarly designated under law.
- 6.2 To the extent allowed by law, OWNER agrees to indemnify, and hold OSI, its officers, directors, shareholders, agents, servants and employees harmless from any and all liability for bodily injury, including death, and damage to tangible property claimed by third parties and all criminal, civil and administrative claims or liability proximately caused by the negligence or willful misconduct, of the OWNER, or its agents, servants and employees, the violation of any local, state or federal law, rule or regulation or any local, state or federal permit or license governing the use, operation or management of the System, or the non-performance of this AGREEMENT. Such liability includes, but is not limited to, liability arising from acts or omissions that result in the discharge, dispersal or release, into the atmosphere, water or land of any material or substance that is or becomes designated as "hazardous" or "toxic" or similarly designated under law.

7. INSURANCE

7.1 OSI shall provide the following insurances throughout the term of the AGREEMENT, and shall provide to OWNER Certificates of Insurance demonstrating compliance with this provision:

7.1.1 Statutory Worker's Compensation and Employers Liability Insurance as required by the State in which the project is performed.

7.1.2 Comprehensive general liability insurance without environmental exclusions, issued by a company licensed to do business in the State of Michigan for bodily injury and/or property damage with \$4,000,000, combined single limits, per occurrence and in the aggregate, showing OWNER as an additional insured.

7.1.3 Adequate property insurance for its equipment and real and personal property including, but not limited to, extended coverage.

7.2 OWNER will maintain the following insurances throughout the term of the AGREEMENT, and shall provide OSI with Certificates of Insurance to demonstrate compliance with this provision:

7.2.1 OWNER shall maintain adequate property insurance to the full insurable value of the System and any adjacent property in which OWNER has an interest.

7.2.2 Liability Insurance for all motor vehicles and equipment provided by OWNER and operated by OSI under this AGREEMENT.

7.3 To the extent not prohibited by its current or future policies of insurance, each party hereby waives and releases all of its rights and any subrogation rights such as it or its insurers may now or in the future have against the other and its affiliates and their respective directors, officers, employees, and agents for any loss or damage to the System or adjacent property, resulting from any and all risks and losses, however and whenever arising, including, but not limited to, the losses and risks of fire or other extended coverage or extended perils, business interruption, transit damages or losses, vandalism, and malicious mischief and other risks.

7.4 To the extent such liability may exceed the limits of, or be excluded from coverage by, the insurance provided under 7.1.2. above, OSI shall not be liable to OWNER for any special, consequential, indirect, or incidental damages, cleanup, response, or remedial costs, or assessments, loss of actual or anticipated profits or revenue, cost of temporary or substitute equipment or cost of claims of customers relating in any way to this AGREEMENT nor shall OSI or its affiliates be liable for such damages in suits by third parties against the OWNER.

8. ARBITRATION

8.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or in any way relating to this AGREEMENT or the

breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, subject to the conditions and restrictions stated in paragraphs 9.2 and 9.3 below. This agreement so to arbitrate and any other consent or agreement to arbitrate entered into in accordance herewith as provided in this paragraph 9.1 shall be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

8.2 Notice of demand for arbitration must be filed with the other parties to this AGREEMENT and with the American Arbitration Association within the time allowed by law for the filing of legal action.

8.3 No arbitration arising out of, or related to this AGREEMENT may include, by consolidation, joinder or any other manner, any other person or entity who is not a party to this AGREEMENT.

8.4 The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered on it on any court having jurisdiction thereof.

9. FORCE MAJEURE

9.1 Neither party shall be liable for damages, delays, or failure to perform its obligations under this AGREEMENT if performance is made impractical, impossible, unreasonably difficult, or unreasonably costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, or other occurrences, beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure.

10. ACCESS TO FACILITIES AND PROPERTY

10.1 OWNER will make its facilities related to the System accessible to OSI as required for OSI'S performance of its services, and will secure access to any other OWNER property necessary for performance of OSI'S services.

10.2 OSI shall provide 24-hour per day access to the System for OWNER'S authorized personnel. Visits may be made at any time by any of OWNER'S employees so designated by OWNER'S Representative. Keys for the System shall be provided to OWNER by OSI. All visitors to the System shall comply with OSI'S operating, security and safety procedures.

11. CHANGES

11.1 OWNER and OSI may mutually make changes within the general scope of services of this AGREEMENT. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to the AGREEMENT executed by both parties.

12. SIGNATURES

Both parties indicate their approval of this AGREEMENT by their signatures below.

CHARTER TOWNSHIP of FILER

Terry Walker
Township Supervisor

Shirley Ball
Township Clerk

OPERATIONS SERVICES, INC.

Chris Johnson
President

Jim Berry
Senior Vice President

Appendix A

DEFINITIONS

- A.1 "Additional Services" means those services requested by OWNER that are not specifically identified or included in OSI scope of work under this AGREEMENT, but are related or similar in nature to the services contemplated under this AGREEMENT. Such services will be provided at additional cost to the OWNER. Additional Services includes but is not limited to, services and/or cost for System upgrades, service provided on OWNER's instrumentation and control systems by OSI's Electrical Services Group, rate studies, short term construction and the impacts thereof, engineering studies, and other short term additional projects
- A.2 "Annual Fee" means the compensation paid by OWNER to OSI for the base services defined in Appendix B of this AGREEMENT for any year of the AGREEMENT. The Annual Fee is specified in Appendix F.1 and will be recalculated annually in accordance with Appendix F.2.1. This compensation does not include payments for requests by OWNER that are outside the Scope of Services and for which compensation as Additional Services would be payable.
- A.3 "Capital Expenditure" means any expenditure for:
1. The purchase of new equipment or System items that cost more than \$1,000.00;
 2. Major repairs which significantly extend equipment or System service life and cost more than \$1,000.00; or,
 3. Expenditures that are planned, non-routine, and budgeted by OWNER
- A.4 "Change in the Scope of Services" means those events or services which either change the basis of cost or add additional scope to the services provided in this AGREEMENT which are anticipated as long term events (greater than one year). Such events or services include but are not limited to, services and/or cost presently the responsibility of OWNER, newly mandated regulatory requirements, construction and the impacts thereof, and changes in the Project(s) characteristics.
- A.5 "Corrective Maintenance and Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of a component of the System.
- A.6 "Cost" means the total of all costs determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP), including but not limited to direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, and outside services.
- A.7 "Maintenance and Repair Limit" means an annual dollar amount as specified by this AGREEMENT to cover the cost of spare or replacement parts and materials, or outside services necessary to effect Preventive Maintenance and Repairs (as defined below).
- A.8 "Material Breach" means the mis-performance, non-performance or mal-performance of any material obligation or duty under this AGREEMENT and shall also include the following:
1. A condition described in Appendix D.1.3;

2. A new permit requirement, any other new obligation imposed by operation of law, by change, modification or renewal of a permit, which cannot be complied with without incurring costs for Capital Expenditures for improvements or changes to the System or without incurring costs for remediation or corrective action beyond the obligation of OSI under this AGREEMENT, which costs the OWNER fails to incur promptly; or
3. A noncompliance with the permit arising from or relating in any way to failure or inefficiency of the System equipment which failure can only be remedied by making Capital Expenditures that OWNER fails to incur promptly after notice from OSI of the noncompliance.

A.9 "Preventive Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the manufacturer of the System component, or OSI, to maximize the service life of the System.

A.10 "System" means all potable water pumping and treatment equipment; water distribution piping; all associated pumps, valves, mechanical and electrical components, appurtenant structures such as fire hydrants, pressure-reducing and isolation valves; elevated storage tanks; computers, billing and maintenance records, and buildings in which water treatment equipment is located, and described more fully in Appendix E.

Appendix B

SERVING NOTICE TO A PARTY

All notices shall be in writing and transmitted by certified mail to the following addresses:

Operations Services, Inc.
10281 Old US 27 South
Gaylord, MI 49735

Attention: Corporate Secretary

Charter Township of Filer, Michigan
2505 Filer City Rd
Manistee MI 49660

Attention: Township Supervisor

Notice shall be deemed to have been delivered when it is received by the party upon whom notice is being served.

Appendix C

SCOPE OF SERVICES
for the
CHARTER TOWNSHIP OF FILER WATER TREATMENT PLANT

OSI SHALL:

- C.1.1 Provide a sufficient number of certified qualified personnel, including management, operations, technical and laboratory, who meet relevant State of Michigan requirements and are qualified by licensure, capable and demonstrate experience necessary to operate and maintain the System.
- C.1.2 Provide training for OWNER personnel in areas of operations, maintenance, safety, supervisory skills, energy management, etc.
- C.1.3 Provide the OWNER with full documentation that Preventive Maintenance and Corrective Maintenance is being performed on all OWNER equipment in accordance with manufacturers' recommendations at intervals and in sufficient detail as may be determined by the OWNER.
- C.1.4 Within the first ninety (90) days, provide the OWNER with a listing of any recommended capital improvements that OSI believes will be required for the System. OSI will not be relieved of its responsibilities to perform if the recommendations are not implemented, however.
- C.1.5 Maintain all manufactures' warranties on new equipment purchased by the Owner and assist the Owner in enforcing existing equipment warranties and guarantees.
- C.1.8 Provide all staff for the operation, maintenance and management of the System, including at a minimum a Michigan Class D-3 Water System Operator and a Michigan Class S-3 Water Distribution System Operator.
- C.1.9 Accurately prepare and timely file all reports required by the Federal, State and local agencies including monthly operating reports and discharge monitoring reports.
- C.1.10 Provide the OWNER with a monthly report that summarizes non-routine activities performed by OSI's staff, compliance status of all regulatory requirements, and the monthly operating report.
- C.1.11 Provide MISS DIG underground utility marking service. OSI's obligation to the OWNER will be for the first 75 requests for utility marking during each calendar year. Additional requests will be handled as Additional Services.
- C.1.12 Provide all monitoring, testing and analytical services for the System including laboratory service for water process control, quality assurance/quality control and compliance with regulatory requirements as required by the MDEQ at the time this AGREEMENT is executed.
- C.1.13 Exercise one-third of the isolation valves in the System each year.
- C.1.14 Update the Wellhead Protection Program at intervals required by the State of Michigan.

- C.1.15 Inspect, maintain, and check the performance of the altitude and pressure-reducing valves once per year.
- C.1.16 Comply with all Local, State, and Federal regulations related to the services provided.
- C.1.17 Provide the OWNER with an annual report of operations containing a summary of the yearly activity and recommendations for capital improvements to the system.
- C.1.18 Maintain a clean and organized physical appearance of the facilities associated with the System.
- C.1.19 Serve as the OWNER's liaison and representative in matters related to the operation of the System including regulatory agencies. Attend "start up" of new equipment and provide the OWNER with a written "punch list" of items observed to be not in accordance with the OWNER's standards.
- C.1.20 Provide additional management, technical, administrative and other professional services to augment on-site personnel when required, subject to the provisions of this AGREEMENT related to Additional Services.
- C.1.21 OSI's responsibility is to operate the System in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of OSI's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations.

Appendix D

SYSTEM CAPACITY and CHARACTERISTICS

D.1 RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS

D.1.1 The System shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the OWNER and State Agencies, as applicable. In the event that a parameter does not have a method approved by State Agencies, methods approved by EPA as of the date hereof, as contained in the Disinfectants and Disinfection Byproducts Rule (as promulgated in the Federal Register on December 16, 1998), shall be used.

D.1.2 System Demand

OSI shall assume an average demand for water of 0.395 MGD and a peak daily demand of 0.856, at the commencement of this Amendment. OSI acknowledges that the OWNER has the right to demand up to 1.286 MGD on any day and OSI shall undertake, as and when needed, the necessary arrangements to assure that sufficient personnel are available to satisfy additional demand overtime. Any increase or decrease of five percent (5%) or more in the average demand for water listed above, based on a six (6) month moving average, will constitute a Change in Scope of Services, and an appropriate adjustment of fee shall be negotiated.

D.1.3 OSI shall be responsible for meeting the water treatment performance standards established in Section D.1.1 above, but shall not be responsible for events outside the control of OSI, which include but are not limited to:

D.1.3.1 Toxic materials contained in the raw water supply

D.1.3.2 Raw water supply is insufficient to meet demand

D.1.3.3 The demand for water exceeds the design capacity of the facilities specified in Appendix C

D.1.3.4 Vandalism

D.1.3.5 Acts of God or Force Majeure events

D.1.4 The estimated cost for services under this AGREEMENT is based on an average production of 0.395 MGD.

Appendix E

LOCATION OF SYSTEM

OSI agrees to provide the services necessary for the operation, maintenance, and management of the System described herein:

- E.1 All System equipment located at Well House #2, located at: 2971 Nelson Street
- E.2 All System equipment located at Well House #3, located at: 2501 Filer City Road
- E.3 All System equipment located at Well House #4, located at: 1304 28th Street
- E.4 All System equipment located at the Red Apple Tower, located at: 516 Red Apple Road
- E.5 All System equipment located at the Filer Township Hall, located at: 2505 Filer City Road
- E.6 All distribution system piping existing on the date of this AGREEMENT. For the purposes of this AGREEMENT, the water distribution piping ends at the shut off valve located near the property line.
- E.7 79 fire hydrants, located throughout the System
- E.8 136 isolation valves, located throughout the System
- E.9 Other appurtenant components, located at various places throughout the System

Appendix F

COMPENSATION, PAYMENT, AND ANNUAL FEE ADJUSTMENT FORMULA

F.1 COMPENSATION

F.1.1 OSIs compensation under this Agreement shall consist of an Annual Fee. For the first year of this Agreement, OSI's Annual Fee is \$87,780.00 payable in monthly installments of \$7,315.00 per month. The Maintenance and Repair Limit is \$6,000 and is included in the Annual fee.

F.1.2 Requests by OWNER for Additional Services shall be invoiced to OWNER at OSI's Cost (including overhead) plus ten percent (10%).

F.1.3 In the event that a Change in the Scope of Services provided by OSI occurs, OWNER and OSI will negotiate a commensurate adjustment in Annual Fee.

F.1.4 OSI will rebate to the OWNER the difference between the Annual Maintenance and Repair Limit for System and actual, documented expenditures for that year. If actual expenditures for Preventive and Corrective Maintenance and Repair exceed the particular annual Maintenance and Repair Limit, the OWNER will reimburse OSI for such expenditures.

F.2 ADJUSTMENTS TO ANNUAL FEE

Year 1 and Year 2 of the Agreement will remain flat at \$87,780.00 annually or \$7,315.00 per month.

Year 3 will be increased 2%. \$89,415 annually or \$7,451.25 per month

F.2.1 Changes in Demand

Changes in demand, as detailed in Appendix "D" shall be deemed a valid reason for adjustments to the Annual Fee.

F.2.2 Changes in System components

If the number of System users increases or decreases by more than five percent (5%), or if the length of the water distribution piping increases or decreases by more than five percent (5%), OWNER and OSI will negotiate a commensurate adjustment in the Annual Fee.

F.3 PAYMENT OF COMPENSATION

F.3.1 OWNER will pay OSI one-twelfth (1/12) of Annual Fee for the current year, and payment shall be due and payable on the first of the month, commencing with the date of this AGREEMENT.

F.3.2 All other compensation to OSI is due on receipt of OSI's invoice and payable within thirty (30) days.

F.3.3 OWNER shall pay interest at a rate of 1.5 percent per month from date due until date paid for late payments.

Charter Township of Filer DDA Rescheduled Regular Meeting Proposed Minutes

July 7, 2020
4:30pm

Filer Township Hall
2505 Filer City Road, Manistee, MI 49660
231-723-3138

Chair 2022	Vice-Chair 2022	Treasurer 2022	Member 2020	Supervisor 11/20/20	2019	Member 2020	Member 2021	Member 2021	Director
Robert Yates <i>Business</i>	Tom Chycinski <i>Resident in district</i>	Kathy Gutowski <i>Citizen at Large</i>	Mathew Johnson <i>Business</i>	Terry Walker <i>Supervisor</i>	Vacant <i>Business</i>	Robert Henry <i>Business</i>	Al Frye <i>Citizen At Large</i>	Todd Newenhouse <i>Business</i>	Tamara Buswinka

Call to Order/Pledge of Allegiance

The meeting was called to order by Chairperson Yates at 4:30 p.m.

Roll Call

Members Present: Newenhouse, Henry, Gutowski, Yates, Johnson, Walker, Frye

Members Excused Absence: Chycinski

Others Absent: Tamara Buswinka, DDA Director

Consideration of the Minutes

Frye moved, supported by Gutowski, to approve the June 9, 2020 Special Meeting Minutes. Motion passed unanimously.

Treasurer's Report

Gutowski reviewed the Treasurer Reports with the Board for the month of June. One bill presented for quarterly services to Tamara Buswinka.

Walker moved, supported by Henry, to accept the Treasurer's reports for the June and pay the bill as presented. Motion passed unanimously.

Chairman's Report

Sign project on hold awaiting updated bid from Amour Signs. Loan paydown discussion postponed awaiting clarification from auditors of possible repayment of over \$300,000 to Township. Business development contest discussion on hold due to COVID-19 considerations per Frye.

Supervisor's Report

Walker received clarification from Township Attorney, Richard Wilson that DDA funds can't be used for tax relief purposes for DDA businesses. Walker updated about new operations software for sewer system.

Motion by Johnson seconded by Henry to authorize a payment to the Township of 10% of the cost of this new software. Passed unanimously.

Township owned property update:

Dr. Baliban recommends that we think on larger scale and include adjacent properties (i.e. K-Mart and adjoining properties and Forest Service property). Owners of K-Mart property to be approached by Richard Wilson. Ramsdell approached Walker about possible outdoor music event in the K-Mart Plaza, Frye commented that he was on the board of the Ramsdell and would follow-up to get more information about a possible event.

Magoon Project:

Project is underway and ready to move towards completion. Contractor is looking for a sub to finish the work. Retaining wall is done as well as pavilion floor.

Sewer Update:

Walker stated that wells 2 and 3 were of an age where failure was possible and that we need to be aware of that fact.

Directors Report:

Presented in printed form due to the scheduled absence of DDA Director. Buswinka stated she will contact Tom Stege to strategize the completion of the State reporting requirement for DDA's.

Board Member Comments

Johnson asked if we can't give tax breaks to businesses, what can we do to help them? Walker said that he will approach Richard Wilson to get clarification on what would be possible. Yates asked if members thought that in person meetings were still acceptable to all members. All members agreed verbally to continuing as we are.

Adjournment

Gutowski moved, supported by Johnson, to adjourn the meeting at 5:12 p.m. Motion passed unanimously.

Next Board meeting is Thursday, August 6, 2020 at 4:30 pm.

A meeting informational packet is available for public inspection at the Filer Township office, 2505 Filer City Road. The Filer Township DDA does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The DDA Chairperson has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disability Act, and the rights provided thereunder, are available from the DDA.

**Charter Township of Filer
Board of Review Meeting Minutes
July 22, 2020**

Present: Betty Allen, Chairman, Ruth Skiera, Secretary, Sue Mark, Member, Terry Walker, Supervisor
Also Present: Molly Whetstone, Assessor
Absent: None

Meeting resumed and called to order at 9:00 a.m. with Pledge of Allegiance led by Chairman Allen.

Petition	Name	Parcel ID#	Request	Assessed Value	Taxable	Corr AV	Corr TV
1	Murray, Chad & Melissa	51-06-127-350-01	2019 PRE 100% 2018 PRE 100%	\$131,900 \$109,800	\$112,435 \$109,800	\$131,900 \$109,800	\$112,435 \$109,800
Motion by Skiera, seconded by Mark to approve the request. All in favor. M/C Filed PRE late.							
2	Merkey, Dale & Mary	51-06-113-300-05	2019 PRE 100% 2018 PRE 100% 2017 PRE 100%	\$6,500 \$6,600 \$6,500	\$4,759 \$4,648 \$4,553	\$6,500 \$6,600 \$6,500	\$4,759 \$4,648 \$4,553
Motion by Skiera, seconded by Mark to approve the request. All in favor. M/C Filed PRE late. in sale.							
3	Fortin, Kenneth	51-06-124-450-02	Veteran's Exemption Motion by Skiera, seconded by Mark to approve request. All in favor. M/C Veteran's Exemption	\$78,000	\$44,556	\$0	\$0
4	Lyman, Albert	51-06-124-350-04	Poverty Exemption Motion by Mark, seconded by Skiera to approve the request. All in favor. M/C Poverty Exemption as reflected in sale.	\$83,300	\$51,424	\$0	\$0
5	Basin Pipeline LLC	51-06-900-088-20	Clerical Error Motion by Mark, seconded by Skiera to approve the request. All in favor. M/C Clerical error.	\$61,800	\$61,800	\$0	\$0
6	Saad, April	51-06-115-400-01	Complaint Motion by Allen, seconded by Mark to have Board of Review Secretary contact Township Attorney, Richard Wilson to write a letter of response to April Saad. All in favor. M/C April filed a formal (written) complaint against Molly Whetstone, Assessor because she is of the opinion that some information on her property cards is incorrect. Molly verified the information.	\$86,800	\$68,273	\$86,800	\$68,273

Anything else to bring before the Board: December Board of Review meeting will be held on December 16, 2020 at 9 a.m.

Motion by Skiera, seconded by Mark to recess. M/C

The meeting recessed at 11:02 p.m. Meeting will resume in December 2020.

Respectfully, Submitted

Terry Walker, Supervisor
 Charter Township of Filer

**Charter Township of Filer
Personnel Committee Meeting Minutes
July 22, 2020**

Present: Terry Walker, Ruth Skiera, Kathy Gutowski, Jennifer Williams

Absent: None

Jennifer Williams called the Personnel Committee Meeting to order at 11:30 a.m. with Pledge of Allegiance.

Election of Officers:

Motion by Gutowski, seconded by Williams to appoint Jennifer Williams as Chairperson. All in favor.
M/C

Motion by Gutowski, seconded by Williams to appoint Kathy Gutowski as Vice-Chairperson. All in favor. M/C

Motion by Gutowski, seconded by Williams to appoint Ruth Skiera as Secretary. All in favor. M/C

Motion by Gutowski, seconded by Williams to approve the June 18, 2019 meeting minutes as presented. All in favor. M/C

Evaluation of Paul Olen

Motion by Williams, seconded by Skiera for pay increase of \$2.00 per hour effective June 10, 2020 at a rate of \$16.00 per hour. All in favor. M/C Will look into insurance for Paul.

Evaluation of Tammi Schimke

Motion by Williams, seconded by Gutowski for pay increase of \$2.00 per hour effective July 11, 2020 at a rate of \$19.00 per hour. All in favor. M/C Will look into insurance for Tammi.

Evaluation of Larry Thompson

Motion by Williams, seconded by Skiera for pay increase of \$.75 per hour effective March 9, 2020 at a rate of \$19.75 per hour. All in favor. M/C

Public Comment: None

A motion to adjourn was made by Gutowski, seconded by Skiera. All in favor. M/C

Meeting adjourned at 12:30 p.m.

Respectfully submitted,

Ruth Skiera, Personnel Committee Secretary

Charter Township of Filer Employee Performance Rating Form

SECTION I

Instructions

The Performance Evaluation Report on the employee listed below is to be completed by the Supervisor unless otherwise resolved by the Board of Trustees (Act 359 § 42.10 (n)). The Personnel Committee will review it and provide recommendation to the Board of Trustees. The evaluation is to be discussed with the employee prior to Personnel Committee review. The employee may attach written comment for review by the Personnel Committee. The Board will act upon the recommendation of the Personnel Committee.

SECTION II

Employee Information

Name: Paul Olen Position: Part time maintenance
Soc. Sec. No. _____ Date Hired: 4-29-19
Pay Scale (Hourly) 14.00; (Salary) _____
This Rating Period 6-10-20 to 6-10-21
Absence _____ (days) _____ (hours) _____ Vacation _____
Probation Status Completed _____ to _____

SECTION III

Performance Ratings

Rating Definitions

Superior

Significantly Exceeds Standards/Expectation (S)

Indicates outstanding achievement.

Above Average

Exceeds Most Standards/Expectations (AA)

Meets and frequently performs above most all standards. Consistently good performance.

Average

Meets Standards/Expectations (A)

Generally meets standards/expectations. Good quality performance.

Below Average

Needs Improvement to Meet All Standards (BA)

Meets some, but not all standards. Performance in some areas not acceptable with improvement needed.

Inferior

Fails to Meet Standards/Expectations (I)

Unacceptable performance.

SECTION V

Recommendations:

Supervisor recommends the above employee does/does not receive a pay increase in the amount of 2.00/hr reflecting an annual rate of inflation @ 14% and/or performance/training @ _____.

The Personnel Committee has reviewed the Employee Performance Rating report and after consideration recommends the Charter Township of Filer Board provide the employee a pay increase of 2.00/hr effective 6-10-20 This pay increase reflects an annual rate of inflation @ 14% and/or performance/training @ _____.

SECTION VI

Signatures

Supervisor completing performance review Perry Walker Date: 7-22-20

Chairman of Personnel Committee Jay L. Williams Date: 7-22-20

Employee: I have reviewed the above Performance Review and discussed it with my supervisor. I do _____/do not _____ wish to discuss the rating any further. I have been provided with a copy.

Signature: _____ Date: _____

Employee comments:

(Please continue comments on back of page if additional space is required).

Original to Township Clerk file; copies to employee and Supervisor.

Charter Township of Filer Employee Performance Rating Form

SECTION I

Instructions

The Performance Evaluation Report on the employee listed below is to be completed by the Supervisor unless otherwise resolved by the Board of Trustees (Act 359 § 42.10 (n)). The Personnel Committee will review it and provide recommendation to the Board of Trustees. The evaluation is to be discussed with the employee prior to Personnel Committee review. The employee may attach written comment for review by the Personnel Committee. The Board will act upon the recommendation of the Personnel Committee.

SECTION II

Employee Information

Name: Larry Thompson Position: Zoning Administrator

Soc. Sec. No. _____ Date Hired: 3-9-17

Pay Scale (Hourly) \$19.00/hour; (Salary) _____

This Rating Period 3-9-20 to 3-9-21

Absence _____ (days) _____ (hours) Vacation _____

Probation Status Completed _____ to _____

SECTION III

Performance Ratings

Rating Definitions

Superior

Significantly Exceeds Standards/Expectation (S)
Indicates outstanding achievement.

Above Average

Exceeds Most Standards/Expectations (AA)
Meets and frequently performs above most all standards. Consistently good performance.

Average

Meets Standards/Expectations (A)
Generally meets standards/expectations. Good quality performance.

Below Average

Needs Improvement to Meet All Standards (BA)
Meets some, but not all standards. Performance in some areas not acceptable with improvement needed.

Inferior

Fails to Meet Standards/Expectations (I)
Unacceptable performance.

SECTION V

Recommendations:

Supervisor recommends the above employee does/does not receive a pay increase in the amount of \$0.75/hr. reflecting an annual rate of inflation @ 4% and/or performance/training @ _____.

The Personnel Committee has reviewed the Employee Performance Rating report and after consideration recommends the Charter Township of Filer Board provide the employee a pay increase of \$0.75/hr. effective 4%. This pay increase reflects an annual rate of inflation @ _____ and/or performance/training @ _____.

SECTION VI

Signatures

Supervisor completing performance review Ferry Walker Date: 7-22-20

Chairman of Personnel Committee Jerry Williams Date: 7-22-20

Employee: I have reviewed the above Performance Review and discussed it with my supervisor. I do _____/do not _____ wish to discuss the rating any further. I have been provided with a copy.

Signature: _____ Date: _____

Employee comments:

(Please continue comments on back of page if additional space is required).

Original to Township Clerk file; copies to employee and Supervisor.

Charter Township of Filer Employee Performance Rating Form

SECTION I

Instructions

The Performance Evaluation Report on the employee listed below is to be completed by the Supervisor unless otherwise resolved by the Board of Trustees (Act 359 § 42.10 (n)). The Personnel Committee will review it and provide recommendation to the Board of Trustees. The evaluation is to be discussed with the employee prior to Personnel Committee review. The employee may attach written comment for review by the Personnel Committee. The Board will act upon the recommendation of the Personnel Committee.

SECTION II

Employee Information

Name: Tammi Schimke Position: Water & Sewer Billing Clerk/Secretary

Soc. Sec. No. _____ Date Hired: 7-11-16

Pay Scale (Hourly) \$17.00/hr.; (Salary) _____

This Rating Period 7-11-20 to 7-11-21

Absence _____ (days) _____ (hours) _____ Vacation _____

Probation Status Completed _____ to _____

SECTION III

Performance Ratings

Rating Definitions

Superior

Significantly Exceeds Standards/Expectation (S)
Indicates outstanding achievement.

Above Average

Exceeds Most Standards/Expectations (AA)
Meets and frequently performs above most all standards. Consistently good performance.

Average

Meets Standards/Expectations (A)
Generally meets standards/expectations. Good quality performance.

Below Average

Needs Improvement to Meet All Standards (BA)
Meets some, but not all standards. Performance in some areas not acceptable with improvement needed.

Inferior

Fails to Meet Standards/Expectations (I)
Unacceptable performance.

SECTION V

Recommendations:

Supervisor recommends the above employee does/does not receive a pay increase in the amount of 2.00/hr reflecting an annual rate of inflation @ 12% and/or performance/training @ _____.

The Personnel Committee has reviewed the Employee Performance Rating report and after consideration recommends the Charter Township of Filer Board provide the employee a pay increase of 2.00/hr effective 7-11-20 This pay increase reflects an annual rate of inflation @ 12% and/or performance/training @ _____.

SECTION VI

Signatures

Supervisor completing performance review *Perry Walker* Date: 7-22-20

Chairman of Personnel Committee *Perry Walker* Date: 7-22-20

Gray A. Wilks

Employee: I have reviewed the above Performance Review and discussed it with my supervisor. I do _____/do not _____ wish to discuss the rating any further. I have been provided with a copy.

Signature: _____ Date: _____

Employee comments:

(Please continue comments on back of page if additional space is required).

Original to Township Clerk file; copies to employee and Supervisor.

Charter Township of Filer
PLANNING COMMISSION PUBLIC HEARING MINUTES
July 13, 2020

DRAFT

Present: Linda Rogers, Kathy Gutowski, Roger Dittmer, Jennifer Williams, Shirley Ball, Karen Kolk

Absent: Christa Johnson

Also Present: Shawn Winter, Beckett & Raeder Representative, Larry Thompson, Zoning Administrator and Richard Wilson, Township Attorney

Meeting was called to order and Pledge of Allegiance at 6:30 p.m. by Chairman Williams.

Johnson entered the room at 6:32 p.m.

Purpose of hearing is to receive public comments on the proposed Master Plan for Charter Township of Filer. No written comments were received to address tonight.

Public Comments:

- No one present at meeting.
- Shawn referred to written comments received during the Master Plan process that were already addressed prior to tonight.
- Planning Commission agreed to include Tamara Buswinka's name and title in the acknowledgements section of Master Plan.

Motion by Rogers, seconded by Kolk to adjourn the hearing.

Meeting adjourned at 6:58 p.m.

Respectfully submitted,

Roger Dittmer, Secretary
Charter Township of Filer Planning Commission

Charter Township of Filer
PLANNING COMMISSION RESCHEDULED REGULAR MEETING MINUTES
July 13, 2020

DRAFT

Present: Linda Rogers, Kathy Gutowski, Roger Dittmer, Christa Johnson, Jennifer Williams, Shirley Ball, Karen Kolk

Absent: None

Also Present: Shawn Winter, Beckett & Raeder, Larry Thompson, Zoning Administrator, Terry Walker, Supervisor and Richard Wilson, Township Attorney

Meeting was called to order and Pledge of Allegiance at 7:00 p.m. by Chairman Williams.

Motion by Johnson, seconded by Gutowski to approve meeting agenda with the addition of "Approval of the Charter Township of Filer Planning Commission Resolution Recommending the Adoption of the Charter Township of Filer Master Plan of 2020". All in favor. M/C

Motion by Ball, seconded by Johnson to approve the June 16, 2020 Regular Meeting Minutes with the deletion of "electronically held" language. All in favor. M/C

Motion by Gutowski, seconded by Johnson to accept the presented resolution. All in favor. M/C

Motion by Rogers, seconded by Johnson to approve the Planning Commission By-Laws as presented. All in favor. M/C

Discussion on changes to an ordinance to amend Chapter 31 of the Charter Township of Filer Code of Ordinances. Attorney Wilson recommended delaying this ordinance pending conversations with owners of K-Mart property he had on July 13, 2020.

SMARTrails: Karen Kolk attended meeting on July 13 and reported the election of officers and reading of by-laws.

Reports:

Zoning Administrator: Reviewed the presented zoning activity report for June. One special use request to be scheduled on August 18, 2020 at 6:45 p.m. before the Planning Commission meeting. Marihuana SUP to be scheduled at Planning Commission special meeting to be determined.

Supervisors Report: Updates on Magoon Project, Preuss Road Project and Merkey Road.

Township Board: Reviewed presented regular meeting minutes from March 3, 2020, May 7, 2020 and June 7, 2020.

DDA: Reviewed presented rescheduled meeting minutes from June 9, 2020 regular meeting minutes.

Develop Filer Ad Hoc Committee: The July 16, 2020 meeting is cancelled because of no agenda items.

Public Comment: None

Any Other Business: None

Motion by Johnson, seconded by Rogers, to adjourn the meeting. All in favor. M/C

Meeting adjourned at 7:50 p.m.

Respectfully submitted,

Roger Dittmer, Secretary
Charter Township of Filer Planning Commission

**Charter Township of Filer
Minutes of the Elections Commission Meeting
Tuesday, July 14, 2020
Filer Township Hall · 2505 Filer City Road · Manistee, MI 49660**

Members Present: Dean Kruse, Brian Krus, Shirley Ball

Absent: None

Meeting called to order at 1:03 p.m. by Chairperson Ball.

Purpose of the meeting is to hire election inspectors and receiving board member for the August 4, 2020 primary election.

Motion by Krus, seconded by Ball to appoint Ruth Brauneck (R), Lynn Kooyers (D) and Jane Kedrowski (D) as Election Inspectors for the August 4, 2020 primary election. All in favor. M/C

Motion by Kruse, seconded by Krus to appoint Sally Stefanski (D) as a receiving board member for the August 4, 2020 primary election. All in favor. M/C

Public Comment

None offered at this time.

Motion by Krus, seconded by Kruse to adjourn the meeting. All in favor. M/C

Meeting adjourned at 1:10 p.m.

Submitted by,

Brian Krus
Secretary, Elections Commission

Charter Township of Filer
Building & Grounds Committee
Regular Meeting Minutes
July 27, 2020

Members Present: Tom Williams, Ruben Ramon, Bob Skiera, Terry Walker, Jim Robke

Absent: Ron Gutowski

Meeting called to order by Bob Skiera at 6:10 p.m.

Motion by Skiera, seconded by Ramon to approve the June 22, 2020 meeting minutes. All in favor. M/C

No Public Comment

New Business:

- Roof inspection by Freeland construction: Main hall rook is ok. Rec. Center is ok. Fire Department needs some attention. Skiera reports repairs approximately \$400.00 cost or less.
- Rec. Center playground equipment: Nothing to report, Walker has called equipment company and insurance company. Walker to pursue this.
- Basketball nets: Completed.
- Cameron Bros. well pump Magoon Creek: Skiera informs committee that he's waiting on price to repair.
- ORV Ordinance: Walker informs committee that he is working on this.

Unfinished Business:

- Skiera suggest that the person locking up parks in the evening wear a hat with township logo so they look like a person of authority to people who need to leave the beach at sunset. Signs need to be installed at park pointing to beach and creek etc. Sign should say beach access.
- Rec. Center Blinds: Please keep on agenda.
- Page Road: Walker spoke with West Bay to open road up at the end of street. Walker reports they would be getting back to him to see.
- Swings at Oak Hill park: Please keep on agenda.
- Brian's Seal Coating: All 3 areas are completed.

Motion to adjourn by Williams, seconded by Robke. All in favor. M/C

Meeting adjourned at 6:54 p.m.

Respectfully submitted,

Tom Williams

MANISTEE PUBLIC ACCESS TELEVISION
AUGUST 2020
MONTHLY REPORT

manisteev.com

AUGUST 2020
MPA-TV MONTHLY REPORT

1. SUMMARY:

- The Commission met last on July 6th for the first meeting since March. Thank you to Filer Township for letting us meet in the Township Hall.
- This was the first meeting with newly appointed commission member Dylan Fitzsimmons. Actually Dylan was appointed back in March, but this was his first meeting due to COVID cancellations.
- Operations have been stable this past month after a couple of issues in June with lack of sound and the server going down.
- Youtube blocked the use of their APIs which we use to host the content on manisteev.com. Youtube performed an audit of our usage of their APIs and requested that three items be addressed. I have completed the requested changes on the website to align with the youtube terms of service agreement.

2. MUNICIPAL ISSUES:

- Manistee Township has dropped support of PEG in their newly adopted budget. Citing anticipated revenue shortfalls they didn't feel they could support PEG in the new fiscal year.

3. ONLINE ACTIVITY:

All municipal meeting videos are first available on-line (both the website and youtube) and then later get scheduled onto the Charter Cable channel.

4. BUDGET ISSUES:

CHARTER TOWNSHIP OF FILER
MANISTEE COUNTY, MICHIGAN

CHARTER TOWNSHIP OF FILER BOARD OF TRUSTEES
RESOLUTION ADOPTING THE
CHARTER TOWNSHIP OF FILER MASTER PLAN OF 2020

WHEREAS, the Michigan Planning Enabling Act (MPEA), 2008 PA 33, MCL 125.3801, et seq. requires municipal planning commissions to prepare a "master plan" pertinent to the future development of the municipality; and

WHEREAS, the Charter Township of Filer Planning Commission has prepared a draft Master Plan for the Township, to update and replace its previous Master Plan dated August 2009; and

WHEREAS, the Township Board of Trustees adopted a resolution on January 22, 2020 authorizing the distribution of the draft Master Plan to the general public and the various entities as required by the MPEA, for review and comment purposes; and

WHEREAS, the proposed Master Plan was made available to the various entities and the general public as required by the MPEA, and a public hearing thereon was held by the Planning Commission on July 13, 2020 pursuant to notice as required by MPEA; and

WHEREAS, the Planning Commission has found the proposed Master Plan as submitted for the public hearing to be desirable and proper, and furthers the land use and development goals and strategies of the Township, and has adopted a resolution recommending that the Township Board of Trustees adopt the proposed Master Plan;

NOW, THEREFORE BE IT RESOLVED, that the Charter Township of Filer Board of Trustees hereby adopts the new Master Plan as recommended by the Planning Commission including all text, charts, tables, maps, and descriptive and other matter therein intended by the Planning Commission to form the complete Master Plan, including the Future Land Use Map. The new Master Plan may henceforth be referred to as the Master Plan of 2020.

Motion by: _____

Seconded by: _____

Roll Call Vote:

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED PASSED

Shirley Ball, Clerk
Charter Township of Filer Board of Trustees

Date

CERTIFICATE

I hereby certify the foregoing resolution is a true and correct copy of the resolution approved by a majority of the Charter Township of Filer Board of Trustees by a roll call vote at a [regular/special] meeting of the Board held on [Month Day, Year] in compliance with the Open Meetings Act.

Shirley Ball, Clerk

CHARTER TOWNSHIP OF FILER
MANISTEE COUNTY, MICHIGAN

AN ORDINANCE TO AMEND CHAPTER 28 OF THE CHARTER TOWNSHIP OF FILER CODE OF ORDINANCES, AS AMENDED, BY AMENDING SECTION 28.35 TO PROVIDE FOR ALTERNATE METHODS OF BILLING AND TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

THE CHARTER TOWNSHIP OF FILER ORDAINS:

Section 1. Amendment of Chapter 28, Section 28.35. Chapter 28 of the Charter Township Code of Ordinances ("Code"), Section 28.35, is hereby amended to read in its entirety, as follows (new language underlined; old language stricken):

28.35. Billing; Failure to Pay; Discontinuance of Service; Other Remedies

All metered customers will be billed quarterly or on such other regular basis as the Township Board of Trustees by resolution may determine from time to time. All bills must be paid within fifteen days from the date of the bill. Ten percent (10%) of the amount due will be added to the amount of the bill if the payment is not received within the fifteen (15) days from the date of the bill. Water and/or sewer services shall be shut off if a bill is not paid within forty-five (45) days of the due date. Water and/or sewer shut off shall not be turned on again until all sums due and a delinquent reconnection charge is paid in full.

The charges for service of system pursuant to the provisions of Act 94 shall be made a lien on all premises served thereby, unless notice is given that a tenant is responsible for the payment of all such user charges, whenever such charges against the premises shall be delinquent for six (6) months. Township officials in charge of the collection of water and sewer service charges shall certify the delinquency annually; by May 15th to the Township Treasurer and Assessor who shall enter the lien on the tax roll as a charge against the premises. The lien shall be enforced in the same manner as general Township taxes. In addition to other remedies provided, the Township shall have the right to shut off and discontinue the supply of water or sewer service or both to any premises for the nonpayment of water and/or sewer charges when due as provided in this section.

Water and/or sewer service will not be placed in an individual's name until all previous balances due from the individual are paid in full.

Section 2. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 3. Effective Date. This ordinance shall be effective on the first day following its introduction, adoption and publication as required by law.

THOSE VOTING IN FAVOR: _____

THOSE VOTING AGAINST: _____

THOSE ABSENT OR ABSTAINING: _____

ORDINANCE DECLARED PASSED

Shirley Ball, Clerk

CERTIFICATION

The undersigned Clerk of the Charter Township of Filer, hereby certifies that the foregoing is a true and correct copy of an ordinance adopted by the Township Board at a regular meeting thereof, held on the ___ day of _____, 2020, at which a quorum of the board was present and which was duly called and held in accordance with the Open Meetings Act.

Shirley Ball, Clerk

**CHARTER TOWNSHIP OF FILER
MANISTEE COUNTY, MICHIGAN**

RESOLUTION TO APPROVE CREDIT CARD USE POLICY

At a regular meeting of the Township Board of the Charter Township of Filer, Manistee County, Michigan, held electronically at the Township Hall, 2505 Filer City Road, Manistee, MI on the 6th day of August, 2020, at 6:00 p.m., Local Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and seconded by Member _____:

WHEREAS, under Act 266 of the Public Acts of Michigan of 1995, as amended (the "Act"), the Township is authorized to enter into a credit card arrangement, provided the Township Board adopts a written policy governing the control and use of credit cards; and

WHEREAS, the Township Board deems that it is in the best interest of the Township to make certain Township financial transactions by using a credit card as described in the Act.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. **Authorization.** The Township Supervisor, Township Treasurer and Township Fire Chief shall be authorized to use Township credit cards. The Township Supervisor may authorize other Township employees and representatives to use the Township credit card for Township business in the Supervisor's reasonable discretion. The use of such cards is governed by this policy.

2. **Policy.** The following policy shall govern the use of all Township credit cards:

(a) The Township Treasurer shall be responsible for the issuance, accounting for, monitoring and retrieving of the Township's credit card and ensuring that use of the Township credit card is in compliance with the policy and the Act.

(b) Township credit cards may be used only by an officer or employee of the Township for the purchase of goods or services related to official business of the Township. No entertainment expenses shall be charged to a credit card.

(c) Individuals who use a Township credit card shall, within five business days of such use, submit a copy of the vendor's credit card receipt to the Township Treasurer. If no credit card receipt was obtained that described the transaction, the individual shall submit a signed voucher that shows the name of the vendor or entity from which goods or services were purchased, the date and the amount of the transaction, and the official business that required the transaction.

(d) An individual who is issued a Township credit card is responsible for its protection and custody. If a credit card is lost or stolen, the Township Treasurer shall be promptly notified, and the Treasurer shall immediately notify the entity issuing that credit card and shall cancel the lost or stolen card. An officer or employee that is issued a credit card shall return the credit card to the Township Treasurer upon that employee's or official's termination of employment or service with the Township.

(e) The Township Treasurer shall review each credit card statement as soon as possible to ensure that transactions comply with this policy and the Act. Transactions that do not appear to comply with this policy shall be reported to the Township Board. All credit card statements shall be reviewed by the Township Board and approved for payment not more than 60 days after the date of the statement.

(f) Individuals who use a Township credit card in any manner contrary to this policy or the Act shall be responsible for reimbursement of all unauthorized charges and related fees, as well as further disciplinary actions as deemed appropriate by the Township Board.

(g) No cash advances shall be permitted to be taken on any credit card.

(h) The total combined credit limit on all credit cards issued to the Township shall not exceed \$5,000.

3. **Conflict.** All resolutions in conflict herewith are hereby rescinded to the extent of the conflict.

AYES: Members: _____

NAYS: Members: _____

ABSTENTIONS: Members: _____

RESOLUTION DECLARED ADOPTED.

Shirley Ball, Clerk
Charter Township of Filer

CERTIFICATION

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Filer, do hereby certify that the foregoing is a true and copy of a resolution adopted by the Township Board at a regular meeting held electronically on the 6th day of August, 2020, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

Shirley Ball, Clerk
Charter Township of Filer

Manistee Recreation Association 2020 Funding Formula

Filer Township

Program Fee:

2019 total expense (\$127,620) / total registrations (1458) = \$89.06

- Filer Township has 122 residents participating in MRA activities, equaling 203 activity registrations.
- Residents in Filer Township were awarded 4 scholarships, totaling \$00.00. We offer scholarships to any of the residents in the surrounding townships to help support the cost of our programs.

(All above figures based on 2019 data)

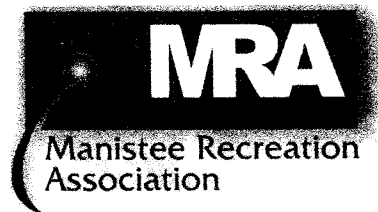
We are asking that supporting governmental entities to annually contribute between 50-55% of total cost per activity/per participant, broken down as follows:

- Total registrations (203) x 2019 program fee (\$89.06) = \$18,079.18
- \$18,079.18 x (0.50 & 0.55) = \$9,039.59 - \$9,943.55

With this formula, Filer Township is asked to contribute an amount between \$9,039.59 and \$9,943.55. Your contribution for 2019 was \$6,500.

By choosing to support the MRA at the above stated funding range, your residents will receive the lower rate for their activities. Any amount less than this would be graciously accepted as a contribution to the operations of the Manistee Recreation Association. However, any amount less than the above stated funding range may not allow your residents the discounted rate.

Filer Township has been a constant contributor to the MRA for many years and we are very thankful for your support and grateful for the opportunity you afford your residents.



Manistee Recreation Association
50 Filer Street, Suite D
Manistee, MI 49660
Phone: (231) 723-9274
Fax: (231) 723-1489
E-mail: manisteerec@att.net



6837 West Grand River Ave
Lansing, Michigan 48906

Filer Township
Attn: Mike Hiller
2505 Filer City Road
Manistee MI 49660

Proposal

Date	Proposal #
7/20/2020	20-Q2119

Description	Qty	Rate	Total
Thank you for the opportunity to present you with this quote for well cleaning and repair of your pump #4			
This is a parts break down, only parts and work needed will be charged			
Motor, 60 HP US, Clean, change bearings Top and Bottom	1	1,650.00	1,650.00
Sandblast, Clean and paint head	1	288.00	288.00
Stuffing box repair 3 1/2 x 1 3/16 Bronze	1	225.00	225.00
6" x 4'11-1/4' Top Column	1	260.00	260.00
6" x 9'11-1/4" Inter Column w/coupling	13	370.00	4,810.00
6" x 4'11-1/4" Bottom Column	1	260.00	260.00
1-3/16" x 5' SST Top Shaft w/coupling	1	302.00	302.00
1-3/16" x 10' SST Intermediate Shaft w/coupling	13	300.00	3,900.00
1-3/16" x 5' SST Bottom Shaft w/coupling	1	207.00	207.00
Shaft Sleeves	14	44.00	616.00
6" x 2 Drop-in BRZ Spiders	14	133.00	1,862.00
6" Suction Pipe - 10 Feet	1	370.00	370.00
1/4 inch Plastic Air Line	150	1.00	150.00
Pressure gauge & fittings	1	35.00	35.00
Air line gauge & fittings	1	35.00	35.00
Labor, Mobilization, Demobilization, Pull Pump	16	210.00	3,360.00
Disassemble pump bowls, clean column, and shafting for inspection	30	75.00	2,250.00
Pump Bowl Repair, SS Shaft, New Bronze Bowl Bushings, New Bronze Wear Rings- 9MH Seven stage	1	3,262.00	3,262.00
Labor to set pump, chlorinate pump and well, run a pump and well efficiency test , take one bacti sample to a State-Certified lab. Mobilize, demobilize	20	210.00	4,200.00
Video Log before/after cleaning	1	2,200.00	2,200.00
Well cleaning and double disk agitator	1	12,425.00	12,425.00
<p>Note: Should conditions change and additional work be required, beyond the original scope of this project, our standard hourly rates will apply. If this occurs, Northern Pump & Well shall consult with you prior to the additional work being performed. This Proposal is good for 90 days. Rate changes may occur after 90 days.</p>			
Signature: _____ Date: _____			
Purchase Order No. (if required): _____			
* If this proposal meets your approval, please sign / date and return to fax number: 1-517-322-0135			
If you have any question please feel free to call 877-477-1757 or 517-242-8949			<p>Total</p> <p>\$42,667.00</p>