

**ACME TOWNSHIP REGULAR BOARD MEETING**

**ACME TOWNSHIP HALL  
6042 Acme Road, Williamsburg MI 49690  
Tuesday, July 9, 2024, 7:00 p.m.**

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE at 7:00 p.m.**

**ROLL CALL: Members present:** J. Aukerman, D. Hoxsie, A. Jenema, P. Scott, D. Stevens, D. White

**Members excused:** L. Swanson

**Staff present:** C. Danca, Recording Secretary

**A. LIMITED PUBLIC COMMENT:**

**Limited Public Comment was opened at 7:01 p.m.**

Michael Gill, Acme resident, provided verbal comment and written correspondence (referred to under New Business #2)

Charlene Abernethy, Acme resident, provided verbal comment and written correspondence (referred to under New Business #2)

Michele Howard, Traverse Area District Library Director

Lisa Trombley, Candidate for House District 103

Brian Kelley, Acme resident

**Limited Public Comment was closed at 7:16 p.m.**

**B. APPROVAL OF AGENDA:**

Discussion about adding Sayler Park to the Bunker Hill boat launch discussion.

**Motion by Aukerman, supported by Stevens, to approve the agenda as presented with the addition of add *Sayler Park boat launch* under New Business #2. No discussion. Voice vote. Motion carried unanimously.**

**C. APPROVAL OF BOARD MINUTES:** 06/04/24 (Regular) and 06/18/24 (Special) meetings

The Board agreed to a change requested by Aukerman under D. Old Business #1 of the 05/22/24 Special Board meeting minutes.

**Motion by Aukerman, supported by Stevens, to approve the minutes from 06/04/2024 and 06/18/2024 with the addition on 06/04/2024 page 3 near the bottom (#5 Ideas for Grants), so it would read “. . . the pursuit of a Community Foundation grant opportunity to fund a small kitchenette . . .” And at the last line (after \$2,000) the addition of “. . . for the Community Foundation grant request”. Discussion occurred. Roll call vote. Motion carried unanimously.**

**D. INQUIRY AS TO CONFLICTS OF INTEREST:** None

**E. REPORTS:**

**a. Clerk** – None

**b. Parks** – None

**c. Legal Counsel** – Final Opinion and Judgment (included in packet) regarding the tax tribunal case

## **DRAFT UNAPPROVED**

involving Lormax Stern

**d. Sheriff** – Per officer Abbring, stats are currently unavailable, he has been working on ordinance issues and continues to monitor the boat launch

**e. County** – Rob Hentschel, Grand Traverse County Commission Chair, spoke of how the past few weeks have been spent reestablishing computer systems following a ransomware attack; how past and present upgrades have been helpful; how 911 service was not interrupted; how staff continued to provide services; and he recommended the use of cloud services. The Pavilions continues to operate with positive cash flow month after month and census numbers remain upwards of 170. Last month the Hospital Finance Authority working with Munson Healthcare, refinanced about 52 million dollars' worth of bonds that Munson had, saving the local healthcare system about 10 million dollars. Commissioner Hentschel expects building tours and review of building and infrastructure plans to resume soon. Board discussion occurred.

**f. Supervisor** – Supervisor White referenced information from the Watershed Center (included in packet) and voiced support. Work on sewer issues is ongoing. MMR response times show improvement.

**g. Planning and Zoning** – Expect to see the Master Plan survey in mailboxes around July 17<sup>th</sup>. The deadline to return completed surveys is July 29<sup>th</sup> and the cover letter included provides further information. One survey will be sent to each household, and additional surveys will be available. An update regarding the response rate and analysis will be provided at the August meeting. Everyone is invited to attend an OPEN HOUSE on July 23<sup>rd</sup> from 4:00 – 6:00 p.m. at the township hall (6042 Acme Road). There will be interactive boards to provide feedback related to the Master Plan update and the boards will remain up for a while to allow those unable to attend the open house an opportunity to provide input. Regarding updating the township website, Wolf has received two quotes and those will be included in the August meeting packet.

**h. MMR June 2024 report** (included in packet)

**F. SPECIAL PRESENTATIONS:** None

**G. CONSENT CALENDAR:**

**1. RECEIVE AND FILE:**

- a. Treasurer's Report
- b. Clerk's Revenue/Expenditure Report
- c. Unapproved Planning Commission minutes 06/10/24

**2. APPROVAL:**

1. Accounts Payable Prepaid of \$97,215.45 and NO current to be paid  
(Recommend approval: Clerk, L. Swanson)

**Motion by Jenema, supported by Hoxsie, to approve the Consent Calendar as presented. No discussion. Roll call vote. Motion carried unanimously.**

**H. ITEMS REMOVED FROM THE CONSENT CALENDAR:** None

**I. CORRESPONDENCE:**

1. **Letter dated 06/19/2024 from Architecture Technology, P.C. for authorization for Additional services for 6100 US 31 North**

**J. PUBLIC HEARING:** None

**K. NEW BUSINESS:**

**1. Supervisor's appointments (Memo included in packet)**

Supervisor White reappointed Nate Wielenga and Matt Morrison to Parks and Trails; Marcie Timmons and Jack Challender were reappointed to the Planning Commission; and Jim Maitland was reappointed to the Zoning Board of Appeals – all terms due to expire 7/15/2027.

## DRAFT UNAPPROVED

**Motion by Jenema, supported by Aukerman, to approve the reappointments as presented by Supervisor White. No discussion. Voice vote. Motion carried unanimously.**

### **2. Discussion on Boat ramp at Bunker Hill and Sayler Park boat launch**

Discussion occurred regarding: written comments from Charlene Abernethy and Michael Gill (included in packet) related to swimmer and traffic safety issues - specifically the possibility of adding swim buoys near the Bunker Hill boat launch, adding signage at both boat launches, and having all four sides of the traffic signal in operation at the bottom of Bunker Hill; Hoxsie offered to research additional information and update the Board at the next meeting.

**Motion by Jenema, supported by Aukerman, that Dave Hoxsie will look into rules for establishing a safety zone with the boat launch and swim area down at Bunker Hill launch site. No discussion. Voice vote. Motion carried unanimously.**

Continued discussion occurred regarding additional signage at both boat launches and the traffic light at Bunker Hill.

Supervisor White requested moving Old Business #1 (Resolution for Hampshire Drive SAD) to Old Business #2, and moving Continued Discussion on Tart Trails extension from Old Business #2 to Old Business #1.

## **L. OLD BUSINESS:**

### **1. Continued discussion on Tart Trails extension (maps included in packet)**

Elizabeth Calcutt, Trail Development Director for TART Trails, and Lucas Richardson, Project Manager with Spicer Group, spoke regarding the Deepwater Connector trail which would serve as a launching point for the Nakwema Trailway connecting the Acme Connector trail, Bayside Park, and Acme Road. This project has been in the works for several years and the current plan received unanimous support from the Parks and Trails Committee in May. They presented the current plan to the Board and discussed the township's role in advancing it forward. The current trail route is contingent on easements through some of the Shore Condo property. The Shore's Condo Association is planning to redo their parking lot system and both projects could happen concurrently. Mr. Richardson spoke about the history of the project and described the current design as safer and more cost effective. Like the Acme Connector trail, the idea is that the township would hold a contract as owner of the trail. TART would work on a budget that includes the engineering, construction, contingencies, project management, and maintenance aspects. They asked the Board for support to bid the project and be the owner working with TART on the process. The bidding process could begin in the next couple weeks with the idea being to bid both projects together, both parties (the Shore's and township) evaluate the bids and make their selection on the contractor(s). Selecting the same contractor could decrease cost and improve coordination. After contractor selection, then the projects will be separated into two contracts. They have received a commitment from the Resort, Grand Traverse Band for the easements and are working on final details with the Shore's Condo Association. Township legal counsel has reviewed the language. Like the Acme Connector, there would be a legal agreement in place between the township and TART Trails regarding the funding. They are also in the process of obtaining a right of way permit. Spicer Group will do the construction administration and the construction inspection for both the Shore's portion and the township's trail portion (The township will own the trail with an easement across the Shore's). TART hopes to present bids, an easement contract, and an agreement between the township and TART to the Board at the August or September meeting.

**Motion by Jenema, supported by Scott, that we support going out for bid for the Deepwater Connector with Jocks reviewing the easement language, the language of understanding we have for funds project agreement and then evaluating the bidding documents.** Discussion occurred about the bidding process.

## **DRAFT UNAPPROVED**

Jenema withdrew her motion. She offered to work with legal counsel on the process. Discussion occurred.

**Motion by Jenema, supported by Scott, that Jenema will work with Jocks and TART and Spicer Group to get the easement language reviewed, the bid package reviewed, and the funding agreement reviewed for the Deepwater Connector trail.** Discussion occurred. **Voice vote. Motion carried unanimously.**

### **2. Resolution for Hampshire Drive Special Assessment District (included in packet)**

Hampshire residents owning over 51% of road frontage have signed a petition to move forward with road improvement, the petition was submitted to the township, and signatures were verified. Supervisor White has been working with attorney John Axe regarding next steps (Board consideration of a resolution to adopt the petition and schedule a public hearing). Board discussion occurred and included: concerns that not all Hampshire property owners were approached about the current petition and so may be unaware; consensus to move the project forward to a public hearing; the ability of the Board to choose whether to approve the SAD at the next meeting (expected to be the public hearing); questions/concerns about the decreased estimated cost of the project versus maintaining Road Commission standards and life expectancy of the road; and the desire for Road Commission representatives to attend the next Board meeting.

**Motion by Scott to table discussion until the next meeting so we can get someone from the Road Commission here to answer questions.** Discussion occurred about moving the project forward; the township providing notice to every Hampshire property owner about an upcoming public hearing; having the Road Commission present a slide presentation at the public hearing identifying specs, dollar amounts, benefits, and lack thereof regarding the current project as it has been laid out; and about having the Road Commission Board attend the public hearing.

**Scott rescinded his motion.**

Discussion occurred about changing the public hearing date identified in the resolution to August 13, 2024 - the date of the next regularly scheduled Board meeting, and about adjusting the publication dates accordingly.

**Motion by Scott, supported by Hoxsie, to move forward with Resolution #2024-20 Hampshire Drive Subdivision Road Improvement Special Assessment Project as presented with the dates updated due to our meeting date being incorrect – the Public Hearing/Board meeting date is August 13, 2024, so the publication dates need to change accordingly. And the Board is requesting the Road Commission bring some statistical evidence of what the price difference was caused by and the life expectancy of the new road whether it be in written or slide view format for the public hearing.** Discussion occurred regarding the availability of written handouts for the public. **Scott added written handouts to the motion.** Discussion occurred about the Road Commission giving an overhead presentation, providing handouts at the public hearing, and providing copies of presentation slides for the Board packets.

Aukerman added “the Road Commission will include as part of the discussion for all in attendance a clear presentation overhead with handouts that will be part of the Board meeting packet for all attendees, with full explanation of the project, the specifications that they are meeting, and if there are any specifications they are not meeting, or have changed. In other words, all the specifics this project entails so people know what their dollars are buying, including how long this road will last and why that is true.”

**Scott rephrased adding the addendum for the Road Commission to meet Aukerman’s explanation (stated in quotes) in reference to the public hearing with the dates changed that I made a motion to approve, Hoxsie supported. No discussion. Roll call vote. Motion carried unanimously.**

## **DRAFT UNAPPROVED**

Discussion continued about the importance of obtaining spec information prior to the next meeting for review.

### **3. Proposed 6100 US 31 North Renovations (Proposal and Letter Agreement included in packet)**

Board members reviewed changes to the proposal as it relates to renovation changes the Board agreed to previously. Discussion occurred about the pursuit of grant money to fund the kitchenette and roof.

**Motion by Jenema, supported by Stevens, to approve the updated Proposal and Letter of Agreement dated June 25, 2024. No discussion. Roll call vote. Motion carried unanimously.**

#### **PUBLIC COMMENT and OTHER BUSINESS:**

Jenema showed the Board flooring samples selected for the new township hall and discussion occurred.

Public comment opened at 9:23 p.m.

Brian Kelly, Acme resident

Public comment closed at 9:24 p.m.

**Motion by Scott, supported by Jenema, to adjourn the meeting. Voice vote. Motion carried unanimously.**

The meeting was adjourned at 9:25 p.m.

From: Brian Kelley, Acme resident  
To: Acme Trustees  
July 9, 2024  
Re: Minutes correction, signage

Good evening,

I spoke with Supervisor White today about possible meeting minute and packet corrections, and thought it would be helpful to summarize.

### **Stipend documents not in web packet**

First, you all did a great job on the budget last month. The budget resolutions at the recent Special budget meeting stated that the Stipend documents were attached, but as we know they were not in the packet. I was hoping they would be added to the web packet along with the draft meeting minutes, but they were not. I think it is important those those budget documents are added to the public web packet, especially since the resolutions state that they are attached.

### **Bylaws change to add documents to web packet**

Second, I am also requesting that the board bylaws be updated so that any documents used at a meeting that were not in the web packet are added to the web packet after the meeting when the draft minutes are added. For clarity there could possibly be a page added that would indicate they were added after the meeting.

### **Public Hearing correspondence & minutes**

Third, I sent budget public hearing correspondence for that meeting prior to the deadline, and it was accepted by the board, but it was not added to the web packet with the draft minutes. I ask that it be added to the web packet.

Also, correspondence was noted in the minutes under A. Limited Public Comment. It was actually Budget Hearing correspondence and I ask that it be moved under E. Public Hearing.

### **Temporary medical signage on US31**

One of the former tenants of Ascom used to always have roadside signs along US31. Those are normally temporary signage, for 30 or 60 days. I understand the township could not enforce when they were at Ascom because they had been allowed to do it for so many years. Now that they have moved across the street I wonder if that could be limited. I asked Lindsey Wolf, but have not yet received a response. If they can do unlimited signs, why not tattoos and piercings, fireworks, cigarettes, etc?

### **Electronic signs**

The PC will be making some corrections to the zoning ordinance. I ask that the township consider removing electronic signs (other than gas prices) that were added to the ordinance in 2022. No one asked for them, they often look trashy, they create glare, and other enforcement issues. It is especially unreasonable that they are allowed in residential districts.

Thank you, Brian Kelley



**ACME TOWNSHIP REGULAR BOARD MEETING  
ACME TOWNSHIP HALL  
6042 Acme Road, Williamsburg, MI 49690  
Tuesday, July 9, 2024, 7:00 p.m.**

**GENERAL TOWNSHIP MEETING POLICIES**

- A. All cell phones shall be switched to silent mode or turned off.**
- B. Any person may make a video, audio or other record of this meeting. Standing equipment, records, or portable microphones must be located so as not to block audience view.**

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**A. LIMITED PUBLIC COMMENT:**

Public Comment periods are provided at the beginning and end of each meeting agenda. Members of the public may address the Board regarding any subject of community interest during these periods. Comment during other portions of the agenda may or may not be entertained at the moderator's discretion.

**B. APPROVAL OF AGENDA:**

**C. APPROVAL OF BOARD MINUTES: 06/04/24 and Special meeting 06/18/24**

**D. INQUIRY AS TO CONFLICTS OF INTEREST:**

**E. REPORTS**

- a. Clerk -**
- b. Parks-**
- c. Legal Counsel –**
- d. Sheriff –**
- e. County –**
- f. Supervisor-**
- g. Planning and Zoning-**
- h. MMR June 2024 report**

**F. SPECIAL PRESENTATIONS:**

- G. CONSENT CALENDAR:** The purpose is to expedite business by grouping non-controversial items together for one Board motion (roll call vote) without discussion. A request to remove any item for discussion later in the agenda from any member of the Board, staff or public shall be granted.

**1. RECEIVE AND FILE:**

- a. Treasurer's Report**
- b. Clerk's Revenue/Expenditure Report**
- c. Unapproved Planning Commission minutes 06/10/24**

**2. APPROVAL:**

- 1. Accounts Payable Prepaid of \$97,215.45 NO current to be paid  
(Recommend approval: Clerk, L. Swanson)**

**H. ITEMS REMOVED FROM THE CONSENT CALENDAR:**

- 1. \_\_\_\_\_**
- 2. \_\_\_\_\_**

**I. CORRESPONDENCE:**

1. Letter dated 6/19/2024 from Architecture Technology, P.C. for authorization for Additional services for 6100 US 31 North

**J. NEW BUSINESS:**

1. Supervisor's appointments
2. Discussion on Boat ramp at Bunker Hill

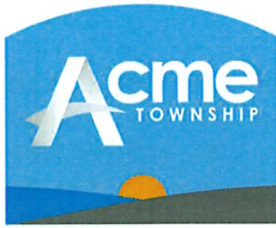
**K. OLD BUSINESS:**

1. Resolution for Hampshire Drive SAD
2. Continued Discussion on Tart Trails extension
3. Proposed 6100 US 31 North Renovations

**4. PUBLIC COMMENT & OTHER BUSINESS THAT MAY COME BEFORE THE BOARD:**

**ADJOURN**





**ACME TOWNSHIP REGULAR BOARD MEETING**

**ACME TOWNSHIP HALL  
6042 Acme Road, Williamsburg MI 49690  
Tuesday, June 4, 2024, 7:00 p.m.**

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE at 7:00 p.m.**

**ROLL CALL: Members present:** J. Aukerman, D. Hoxsie, P. Scott, D. Stevens, L. Swanson, D. White

**Members excused:** A. Jenema

**Staff present:** L. Wolf, Planning/Zoning Administrator, C. Danca, Recording Secretary

**A. LIMITED PUBLIC COMMENT:**

**Limited Public Comment was opened at 7:00 p.m.**

Brian Kelley, Acme resident  
Mark Frick, Acme resident  
Rachelle Babcock, Acme resident

**Limited Public Comment was closed at 7:09 p.m.**

**B. APPROVAL OF AGENDA:**

Hoxsie added Discussion on Sayler Park Boat Ramp to New Business #3; White added Contract with AT & T to New Business #4, Discussion on Ideas for Grants to New Business #5, Discussion on Township Website to New Business #6. Input from Legal Counsel on Pay Questions was added to Old Business #3 and Continued 2024-2025 Budget discussion was moved to Old Business #4. Brian Kelley's correspondence (x 2) was also added to the agenda.

**Motion by Aukerman, supported by Stevens, to approve the agenda with the additions of the following: under I. Correspondence, Brian Kelley - 2 items; under J. #3 Sayler Park Boat Launch, #4 AT & T Contract, #5 Ideas for Grants, #6 Website Proposal and under K. Old Business #3 Input from Legal Counsel on Pay Questions, and the former #3 Continued 2024-2025 Budget discussion becomes #4. No discussion. Voice vote. Motion carried unanimously.**

**C. APPROVAL OF BOARD MINUTES: 05/14/24 and Special Board meetings 05/22/24**

The Board agreed to a change requested by Aukerman under D. Old Business #1 of the 05/22/24 Special Board meeting minutes.

**Motion by Aukerman, supported by Scott, to approve the minutes from our 05/22/2024 meeting with the edit as presented and the minutes from 05/14/2024. No discussion. Voice vote. Motion carried unanimously.**

**D. INQUIRY AS TO CONFLICTS OF INTEREST: None**

**E. REPORTS:**

- a. Clerk – None
- b. Parks – None

**DRAFT UNAPPROVED**

**c. Legal Counsel** –None

**d. Sheriff** – None

**e. County** – Darryl Nelson, Grand Traverse County Commissioner, spoke about the purchase of the camp Greilick property thanking an “Angel donor,” the Grand Traverse County Regional Foundation, the Land Conservancy among others for their efforts. He noted it is not open to the public yet, there will be a public input session in the future and open house(s). Regarding the Pavilions, Nelson credited procedural and leadership changes, staff and administration, for improvements that have occurred. There are approximately 180 patients and in May “it turned a profit.” Stevens complimented the Commission’s role in the Greilick project.

**f. Supervisor** – Supervisor White has been working with engineers regarding the sewer at the former Tom’s/Kmart site and indicated it will be discussed later in the agenda. The Hampshire SAD has come forward again. The public hearing regarding the budget is expected later in June. Discussion occurred about improved responsiveness on the part of the Road Commission and about their standards regarding road improvement when it comes to SAD districts.

**g. Planning and Zoning** – Wolf used the projector to present sections of the Zoning Ordinance providing clarification about parking requirements for the new township building. Acme has maximum not minimum requirements, and the Zoning Administrator has some discretion about standards that apply. The new building could have a maximum of 27 parking spaces without a waiver from the Planning Commission. Currently the site has 18 spaces and there is space for additional parking to be added in the future.

The department has been handling short-term rental complaints. The next PC meeting will be held at Feast of Victory Monday June 10<sup>th</sup> and will carry over the public hearing from the previous meeting. Survey professional Dr. Cathlyn Sommerfield is expected be present to provide information about the Master Plan survey. They will also discuss open house dates at the meeting. Discussion occurred about barrier free and van accessible parking at the new building.

**F. SPECIAL PRESENTATIONS:** None

**G. CONSENT CALENDAR:**

**1. RECEIVE AND FILE:**

- a. Treasurer’s Report
- b. Clerk’s Revenue/Expenditure Report
- c. Unapproved Planning Commission minutes 05/13/24

**2. APPROVAL:**

- 1. Accounts Payable Prepaid of \$41,695.52 and NO current to be paid  
(Recommend approval: Clerk, L. Swanson)

**Motion by Scott, supported by Hoxsie, to approve the Consent Calendar as read. No discussion. Roll call vote. Motion carried unanimously.**

**H. ITEMS REMOVED FROM THE CONSENT CALENDAR:** None

**I. CORRESPONDENCE:**

- 1. Brian Kelley regarding Trustee compensation and vacation
- 2. Brian Kelley regarding Acme Township Purchase/Procurement policy

**J. PUBLIC HEARING:** None

**K. NEW BUSINESS:**

**1. Discussion of Farmland PDR**

Supervisor White led discussion regarding A Resolution to Adopt Millage Ballot Language for The Purchase of Farmland and Open Space Development Rights in Acme Township (included in packet).

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Discussion included using the amount of 1 mill or .6915 (Headlee Rollback amount), maintenance funding, enforcement, potential future litigation funding, the Conservancy's role, and the current Engle case. Consensus was to let voters decide on the issue of protecting open space and farmland.

**Motion by Scott, supported by Hoxsie, to approve Resolution 2024-08 as presented. No discussion. Roll call vote. 5 ayes (Scott, Hoxsie, Swanson, Aukerman, White), 1 nay (Stevens). Motion carried.**

## **2. Discussion on Township maintaining sewer lines to Oak Shore Commons (Former Tom's/Kmart properties)**

Per Supervisor White, the engineers (Gosling Czubak) and DPW are supportive of Acme Township accepting the new sewer constructed for the Oak Shore Commons project (correspondence included in packet).

**Motion by White, supported by Aukerman, to take it over. No discussion. Voice vote. Motion carried unanimously.**

## **3. Saylor Park Boat Launch**

Hoxsie led discussion about raising boat launch fees and improving signage. Tickets will be issued to those found using the boat launch without either a daily or season pass. Daily \$5 passes are available at the boat launch, season passes (currently \$20 for Acme residents and \$40 for nonresidents) can be purchased at the township hall during regular business hours. Multiple tickets have been issued thus far – all have been nonresidents. White requested permission from the Board to approach ProImage for additional signage as requested by the magistrate.

**Motion by Scott to approve Supervisor White to get the sign made from Pro Image with the rules requested by the Court that meet our ordinance so that we can enforce it better with the limit of \$750, if more than that come back to the Board. And have it posted accordingly.** Discussion occurred about sign placement, replacement if fees change, and type of pass used. **Swanson seconded the motion.** Discussion occurred regarding the sheriff issuing tickets. Aukerman thanked those involved in the effort to enforce fee payment. Consensus was to have a duplicate sign made if the \$750 limit permits. **Roll call vote. Motion carried unanimously.**

## **4. AT & T Contract**

Supervisor White led discussion regarding the 5-year Metro Act Right of Way Permit Extension (included in packet). This is the same agreement as the previous one.

**Motion by Stevens, supported by Aukerman, to extend the contract as read. No discussion. Voice vote. Motion carried unanimously.**

## **5. Ideas for Grants**

Aukerman provided an update from the previous meeting after having spoken with Commissioner Nelson. If there is a window to apply for remaining ARPA money through the county, it could help cover additional infrastructure costs at the new building. In addition, she spoke to the Board about supporting the pursuit of a Community Foundation grant opportunity and about a 2% grant through the Tribe. Discussion occurred about requesting the amount of \$13,000 and about a possible township contribution in the amount of \$2,000.

**Motion by Scott, approved by Stevens, to approve Aukerman the request to go forward with the grant cycle at the number she just spoke of. No discussion. Voice vote. Motion carried unanimously.**

## **6. Website Proposal**

Wolf discussed the possibility of new website development. She presented another township's website as an example demonstrating its form and function and reviewed a proposal from the Shumaker

## **DRAFT UNAPPROVED**

Technology Group (included in packet). ADA compliance is included in the proposal, as is changing from .org to .gov which is recommended as more secure. Annual hosting services would be less than the current amount and the current contract expires in January 2025. Discussion occurred. Aukerman and Stevens offered to create a list of questions to discuss with Wolf. The Board agreed to review the proposal and discuss it further at the next meeting.

### **L. OLD BUSINESS:**

#### **1. Continued discussion on Hampshire SAD**

Supervisor White began discussion that included the following information: he was shown a significantly lower cost estimate from the Road Commission - eliminating the culvert work and having the road width remain the same; Hampshire owners owning about 60% of total Hampshire frontage signed a petition in support of the road project moving forward and submitted it to the township; Supervisor White has been in contact with attorney John Axe; hearing notices will be sent to all Hampshire owners with more information; a public hearing is expected occur at the July 9<sup>th</sup> board meeting. Discussion occurred about Road Commission standards, and about creating a side-by-side comparison of the old and new proposal. White recommended moving it forward through the process and the Board agreed.

**Motion by White, supported by Scott, to have the public hearing on July 9<sup>th</sup>. No discussion. Voice vote. Motion carried unanimously.**

#### **2. Continued discussion on 6100 US 31 S Renovation**

A subcommittee consisting of Supervisor White, Jenema and Stevens will meet June 18<sup>th</sup>. Discussion included review of signage details and an example from Image 360 (included in packet) for refacing the existing exterior sign at the new building. Swanson will get clarification of details including coloring and installation timing for the next meeting.

#### **3. Input from Legal Counsel on Pay Questions**

Regarding Trustee pay, prior to adopting the budget, the Board can adjust wages to just a per diem rate for regular board meeting attendance or do a combination of base salary and per diem amount for meeting attendance. Per Supervisor White, Jocks recommended the latter if a change occurs. Discussion occurred regarding those options, special or other meeting attendance/participation, and pay amounts of \$3,000 base salary and \$400 per regular meeting. White will follow up with Jocks regarding questions raised during discussion.

#### **4. Continued discussion on 2024-2025 Budget** (handout included in packet)

Supervisor White discussed existing stipends for non-statutory duties. Stipend amounts have remained the same since 2017 (\$3,500 for the Supervisor; \$1,500 for the Clerk). CPI Calculator figures (using the same percentage increase that was applied to township salaries annually since 2017) would put those stipend amounts today at \$4,483.17 for the Supervisor, and \$1,921.36 for the Clerk.

**Motion by Scott to move the stipends to these levels as supported by CPI Calculator (\$4,483.17 for Supervisor's extra duties; \$1,921.36 for Clerk's extra duties).** Board discussion occurred regarding extra duties, stipend amounts, whether amounts can be increased after the budget hearing, statutory duties, and maintaining a current list of extra duties. Supervisor White proposed doubling the 2017 amounts to \$7,000 for the Supervisor's stipend and \$3,000 for the Clerk's stipend (and \$1,000 for the Treasurer) to compensate for increased extra duties. **Stevens supported the motion. Roll call vote. 5 ayes (Scott, Stevens, Hoxsie, Swanson, Aukerman), 1 nay (White). Motion carried.**

Scott asked Supervisor White to clarify with legal counsel whether the amount can be increased after the public hearing. Supervisor White asked the Board about rounding the numbers up to the nearest ten.

**Scott amended his original motion allowing it to be rounded up to the nearest ten-dollar increment, supported by Stevens. No discussion. Roll call vote. 5 ayes (Scott, Stevens, Hoxsie,**

**DRAFT UNAPPROVED**

**Swanson, Aukerman), 1 nay (White). Motion carried.**

**PUBLIC COMMENT and OTHER BUSINESS:**

Public comment opened at 10:27 p.m.

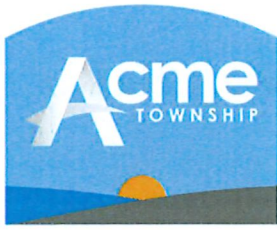
Charlie Jetter, Republican candidate for County Sheriff  
Brian Kelly, Acme resident

Public comment closed at 10:34 p.m.

**Motion by Scott, supported by Stevens, to adjourn the meeting. No discussion.**

The meeting was adjourned at 10:34 p.m.

**DRAFT UNAPPROVED**



**ACME TOWNSHIP SPECIAL BOARD MEETING**

**ACME TOWNSHIP HALL  
6042 Acme Road, Williamsburg MI 49690  
Tuesday, June 18, 2024, 5:00 p.m.**

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE at 5:16 p.m.**

**ROLL CALL: Members present:** J. Aukerman, D. Hoxsie, A. Jenema, P. Scott, D. Stevens, L. Swanson, D. White

**Members excused:**

**Staff present:** C. Danca, Recording Secretary

**A. LIMITED PUBLIC COMMENT:** None  
Written correspondence from Brian Kelley added to packet.

**B. APPROVAL OF AGENDA:**

**Motion by Swanson, supported by Stevens, to approve the agenda as presented. No discussion. Voice vote. Motion carried unanimously.**

**C. NEW BUSINESS:**

**1. Approval of Resolutions on Budget Amendments (included in packet)**

Per Supervisor White, the adjustment for attorney services is related to the Schneider lawsuit.

**Motion by Jenema, supported by Aukerman, to approve #R 2024-09 moving money from Contingency to Retirement and Pension and then Contingency to Attorney Litigation. No discussion. Roll call vote. Motion carried unanimously.**

Per Supervisor White, the adjustment to Ambulance is due to receipt of an earlier than expected invoice, and due to the start of the new contract (the money is there and has to be moved to pay the invoice). The Townhall adjustment relates to moving the balance from the Bertha Vos fund to the new Townhall 6100 US 31 fund.

**Motion by Scott, supported by Jenema, to make the fund transfers as presented (approving #R 2024-10). No discussion. Roll call vote. Motion carried unanimously.**

**D. OLD BUSINESS:**

**1. None**

**E. PUBLIC HEARING: Acme Township General Appropriations Act Fiscal Year 2024-2025 Annual Budget hearing**

**Public Hearing opened at 5:23 p.m.**

Brian Kelley, Acme resident, commented about swamp tax revenue increase.

Per Jenema, the State determines the rate and amount of acreage is a factor.

## **DRAFT UNAPPROVED**

Public Hearing closed at 5:26 p.m.

Jenema reviewed the budget with the Board fund by fund using the projector screen. Discussion occurred.

**1. Resolution Township Supervisor Salary (included in packet)**

**Motion by Jenema, supported by Scott, to pass #R-2024-11 Resolution to Establish Acme Township Supervisor's Salary starting July 1, 2024, for Fiscal Year 2024-25 at \$53,453.00. No discussion. Roll call vote. Motion carried unanimously, with White recusing himself.**

**2. Resolution Extra Duties – Supervisor (included in packet)**

Discussion occurred.

**Motion by Scott, supported by Hoxsie, to approve Resolution of the Acme Township Board of Trustees #R-2024-12 In Support of Stipends for Elected Officials for Extra Duties Performed Above Statuary Responsibilities as Defined by MI State Law, Dated June 18, 2024, for \$4,490.00 as presented after that's updated (extra duties list). No discussion. Roll call vote. Motion carried unanimously, with White recusing himself.**

**3. Resolution Township Clerk Salary (included in packet)**

**Motion by Jenema, supported by Aukerman, to approve #R-2024-13 Resolution to Establish Acme Township Clerk's Salary starting July 1, 2024, for Fiscal Year 2024-25 at \$55,097.00. No discussion. Roll call vote. Motion carried unanimously with Swanson recusing herself.**

**4. Resolution Extra Duties – Clerk (included in packet)**

**Motion by Scott, supported by Jenema, to approve Resolution of the Acme Township Board of Trustees #R-2024-14 In Support of Stipend for Elected Officials for Extra Duties Performed Above Statuary Responsibilities as Defined by MI State Law, Dated June 18, 2024, for \$1,930.00 broken down as shown. No discussion. Roll call vote. Motion carried unanimously with Swanson recusing herself.**

**5. Resolution Township Treasurer Salary (included in packet)**

**Motion by Scott, supported by Swanson, to approve #R-2024-15 Resolution to Establish Acme Township Treasurer's Salary for Fiscal Year 2024-25 at \$30,340.00. No discussion. Roll call vote. Motion carried unanimously with Jenema recusing herself.**

**6. Resolution Extra Duties – Treasurer (included in packet)**

**Motion by Swanson, supported by Scott, to approve Resolution of the Acme Township Board of Trustees Resolution #R-2024-16 In Support of Stipends for Elected Officials for Extra Duties Performed Above Statuary Responsibilities as Defined by MI State Law, Dated June 18, 2024, for \$650.00 as presented. No discussion. Roll call vote. Motion carried unanimously with Jenema recusing herself.**

**7. Resolution Township Trustees Salary (included in packet)**

Supervisor White noted a change to Trustee salaries would not take effect until November 20, 2024. Board discussion occurred about pros and cons of changes to compensation, timing of changing the compensation, expectations of the role, and guidelines and statutory duties as indicated by MTA (Michigan Townships Association).

## **DRAFT UNAPPROVED**

**Motion by Jenema, supported by Scott, to pass #R-2024-17 Resolution to Establish Acme Township Trustees' Salaries for Fiscal Year 2024-25 with the modification of base salary to be \$7,800.00 and to remove the per diem and leave the \$50 per diem for additional meetings.** Discussion occurred. Roll call vote. 2 ayes (Jenema, Scott), 5 nays (Swanson, Stevens, Aukerman, Hoxsie, White). Motion failed.

Board discussion occurred.

**Motion by Aukerman, supported by Stevens, to approve Resolution to Establish Acme Township Trustees' Salaries for Fiscal Year 2024-25 #R-2024-18 at \$3,000.00 base salary; \$400.00 per diem for regular Township Board meetings that the Trustee attended; and \$50.00 per diem for any additional meetings at which the board has requested the trustee's attendance. This per diem does not apply if the trustee is being paid for attendance by another entity.** No discussion. Roll call vote. 5 ayes (Aukerman, Stevens, Hoxsie, Swanson, White), 2 nays (Jenema, Scott). Motion carried.

**8. Acme Township General Appropriations Act 2024-2025 Resolution**  
Discussion occurred.

**Motion by Jenema, supported by Aukerman, to approve Acme Township General Appropriates Act Fiscal Year 2024-25 #R-2024-19 with the correction of the dates being June 3, 2024 and June 18, 2024 for the public hearing under Section 2; and the addition on the expenditures under Other Fund Expenditures 406 #2 Nakwema Trail Capital Fund \$20,000 which then changes the Totals to \$3,185,574 for Total Expenditures to be \$4,306,403.** Discussion occurred. Jenema modified her motion adding page 5 is being replaced with the updated page 5 that reflects #R-2024-18 for the new Trustees' salaries resolution. Supported by Aukerman. Discussion occurred.

**Jenema requested to withdraw her motion. Aukerman supported.**

**Motion by Jenema, supported by Aukerman, to pass Acme Township General Appropriations Act Fiscal Year 2024-25 #R-2024-19 changing Section 2 public hearings to correct June 3, 2023 to 2024 and June 18, 2023 to 2024; on page 3 on the expenditures under 406 #2 Nakwema Trail Capital Fund should add \$20,000 so the new Total will be \$3,185,574; Total Estimated Expenditures for 2024-25 with the General Fund and \$4,306,403; page 5 we are replacing with the updated Section 13 and the modified chart to read Trustee Salaries July – November to be \$3,250, and then the Trustee Salaries December – June to be \$250 a month, and a per diem of \$400 per month for attending the regular Township board meetings.** No discussion. Roll call vote. 6 ayes (Jenema, Aukerman, Stevens, Swanson, Hoxsie, White), 1 nay (Scott). Motion carried.

Board discussion occurred.

**PUBLIC COMMENT AND OTHER BUSINESS: None**

**Motion by Scott, supported by Stevens, to adjourn.**

The meeting was adjourned at 6:42 p.m.



## Nancy Edwardson

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**From:** Heather Smith <hsmith@gtbay.org>  
**Sent:** Monday, July 1, 2024 11:08 AM  
**To:** Nancy Edwardson  
**Subject:** BeBot Deployment at Bayside Park?  
**Attachments:** GLCP Information Sheet\_TWC.pdf

Dear Acme Township,

I am reaching out from The Watershed Center Grand Traverse Bay to inquire about deploying our beach cleaning robot, [the BeBot](#), at Bayside park this year or next.

In 2022, The Watershed Center joined the [Great Lakes Plastic Cleanup](#), a joint effort between [Pollution Probe](#) and the bi-national [Council of the Great Lakes Region](#) aimed at taking action to clean up the waterways of the Great Lakes region. Through this partnership and the generous funding and support provided by Midwest retailer Meijer, The Watershed Center is using autonomous robots to clean up beaches (BeBot) and nearshore areas (PixieDrone) along Grand Traverse Bay.

We have deployed the BeBot at several area beaches since 2022. The BeBot is remote controlled operated by trained personnel, is fully insured, and sifts through the sand at a maximum depth of 4 inches. Depending on the size of the beach, deployment usually takes 1-3 hours. The debris collected is analyzed and categorized, and valuable data is gleaned to help inform scientific research, educational materials, and policy development.

I'd be happy to chat about these efforts further and/or answer any questions. I have attached an info sheet as well. Thank you for your consideration.

Best,

Heather Smith

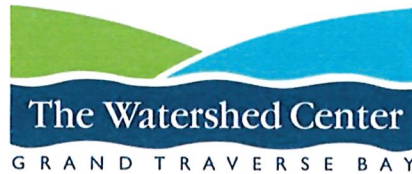
**Grand Traverse Bay WATERKEEPER®**

The Watershed Center Grand Traverse Bay

13170 S. West Bay Shore Drive, Suite 102 | Traverse City, MI 49684

Office: 231.935.1514 x 3 | Direct: 231.299.0118

[www.gtbay.org](http://www.gtbay.org)



In 2022, The Watershed Center joined the [Great Lakes Plastic Cleanup](#), a joint effort between [Pollution Probe](#) and the bi-national [Council of the Great Lakes Region](#) aimed at taking action to clean up the waterways of the Great Lakes region. Through this partnership and the generous funding and support provided by Midwest retailer Meijer, The Watershed Center is using autonomous robots to clean up beaches (BeBot) and nearshore areas (PixieDrone) along Grand Traverse Bay.

**BeBot**



*The BeBot is a 100% electric, eco-friendly beach cleaning robot that mechanically sifts sand to remove plastic waste and other debris.*

**PixieDrone**



*The PixieDrone is a floating, remote-controlled waste collector that targets floating waste in all forms.*

Each year, 22 million pounds of plastic debris enters the Great Lakes and poses a tremendous threat to the 40 million people that depend on the Great Lakes as a drinking water source and the hundreds of native species that live in and rely on the lakes. Plastic debris eventually breaks down into microplastics that bioaccumulate in fish and wildlife and attract toxic chemicals such as PCBs that bind to plastic surfaces when present in water. The Watershed Center's deployment of innovative technology that removes trash along the shoreline of Grand Traverse Bay prevents man-made products such as plastics and other synthetic litter from threatening our drinking water and the health of fish and wildlife. The debris collected is analyzed and categorized, and valuable data is gleaned to help inform scientific research, educational materials, and policy development.

The Watershed Center is interested in deploying the BeBot and PixieDrone on coastal beaches and marinas in Grand Traverse Bay, as well as exploring educational opportunities involving this technology. For more information, please contact Christine Crissman at [ccrissman@gtbay.org](mailto:ccrissman@gtbay.org).

# Acme Twp June 2024

| Nature of Call                                   | Acme      | Total     |
|--|-----------|-----------|
| 10-Chest Pain (Non-Traumatic)                    | 5         | 5         |
| 17-Falls   | 9         | 9         |
| 18-Headache                                      | 1         | 1         |
| 1-Abdominal Pain/Problems                        | 2         | 2         |
| 21-Hemorrhage/Lacerations                        | 1         | 1         |
| 23-Overdose / Poisoning (Ingestion)              | 2         | 2         |
| 26-Sick Person (Specific Diagnosis)              | 13        | 13        |
| 28-Stroke (CVA)                                  | 1         | 1         |
| 29-Traffic/Transportation/Accidents              | 7         | 7         |
| 30-Traumatic Injuries (Specific)                 | 3         | 3         |
| 31-Unconscious/Fainting (Near)                   | 3         | 3         |
| 32-Unknown Problem (Man Down)                    | 1         | 1         |
| 5-Back Pain (Non-traumatic or Non Recent Trauma) | 3         | 3         |
| 6-Breathing Problems                             | 2         | 2         |
| <b>Total</b>                                     | <b>53</b> | <b>53</b> |

| Response Priority | Acme      | Total     |
|-------------------|-----------|-----------|
| P-1 Emergency ALS | 20        | 20        |
| P-2 Emergency BLS | 18        | 18        |
| P-3 Non-Emergent  | 15        | 15        |
| <b>Total</b>      | <b>53</b> | <b>53</b> |

| Call Disposition | Acme      | Total     |
|------------------|-----------|-----------|
| Transport        | 38        | 38        |
| Refusal          | 7         | 7         |
| Cancelled        | 8         | 8         |
| <b>Total</b>     | <b>53</b> | <b>53</b> |

| Run#   | Date       | Priority | Nature of Call                    | Dispatch Zone | Unit      | Disposition | Dispatch Time | Scene Time | Response Time |
|--------|------------|----------|-----------------------------------|---------------|-----------|-------------|---------------|------------|---------------|
| 71,601 | 06/01/2024 | P-3      | 17-Falls                          | Acme          | 10 GTA3 A | Canceled    | 3:15:07       |            |               |
| 71,681 | 06/01/2024 | P-1      | 6-Breathing Problems              | Acme          | 10 GTA3 B | Transport   | 9:39:39       | 9:44:14    | 00:04:35      |
| 72,119 | 06/02/2024 | P-3      | 17-Falls                          | Acme          | 10 GTA3 A | Canceled    | 10:56:07      |            |               |
| 72,399 | 06/03/2024 | P-1      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 A | Transport   | 1:10:13       | 1:17:56    | 00:07:43      |
| 72,724 | 06/03/2024 | P-3      | 23-Overdose / Poisoning (Ingest   | Acme          | 10 GTA3 C | Transport   | 16:48:55      | 16:57:50   | 00:08:55      |
| 73,718 | 06/05/2024 | P-3      | 17-Falls                          | Acme          | 10 GTA3 C | Canceled    | 17:17:43      | 17:24:33   | 00:06:50      |
| 73,938 | 06/06/2024 | P-1      | 30-Traumatic Injuries (Specific)  | Acme          | 10 GTA3 B | Transport   | 7:32:16       | 7:44:00    | 00:11:44      |
| 74,034 | 06/06/2024 | P-2      | 5-Back Pain (Non-traumatic or N   | Acme          | 10 GTA3 B | Refusal     | 11:30:22      | 11:39:08   | 00:08:46      |
| 74,171 | 06/06/2024 | P-1      | 10-Chest Pain (Non-Traumatic)     | Acme          | 10 GTA3 B | Transport   | 16:03:20      | 16:09:50   | 00:06:30      |
| 74,359 | 06/07/2024 | P-1      | 28-Stroke (CVA)                   | Acme          | 10 GTA3 B | Transport   | 0:07:50       | 0:10:19    | 00:02:29      |
| 74,492 | 06/07/2024 | P-1      | 1-Abdominal Pain/Problems         | Acme          | 10 GTA3 C | Transport   | 10:29:54      | 10:33:13   | 00:03:19      |
| 74,658 | 06/07/2024 | P-1      | 31-Unconscious/Fainting (Near)    | Acme          | 10 GTA3 C | Transport   | 15:51:50      | 15:58:00   | 00:06:10      |
| 74,857 | 06/08/2024 | P-1      | 31-Unconscious/Fainting (Near)    | Acme          | 10 GTA3 C | Refusal     | 0:38:22       | 0:58:55    | 00:20:33      |
| 74,874 | 06/08/2024 | P-1      | 29-Traffic/Transportation/Accider | Acme          | 10 GTA3 C | Transport   | 1:33:05       | 1:40:00    | 00:06:55      |
| 74,939 | 06/08/2024 | P-1      | 10-Chest Pain (Non-Traumatic)     | Acme          | 10 GTA3 C | Transport   | 6:12:48       | 6:28:15    | 00:15:27      |
| 75,060 | 06/08/2024 | P-2      | 29-Traffic/Transportation/Accider | Acme          | 10 GTA3 B | Refusal     | 12:40:20      | 12:52:20   | 00:12:00      |
| 75,182 | 06/08/2024 | P-3      | 17-Falls                          | Acme          | 10 GTA3 B | Refusal     | 18:46:52      | 19:08:26   | 00:21:34      |
| 75,319 | 06/09/2024 | P-3      | 32-Unknown Problem (Man Dow       | Acme          | 10 GTA3 B | Transport   | 1:03:00       | 1:15:00    | 00:12:00      |
| 75,440 | 06/09/2024 | P-2      | 31-Unconscious/Fainting (Near)    | Acme          | 10 GTA3 A | Transport   | 11:37:12      | 11:41:37   | 00:04:25      |
| 75,447 | 06/09/2024 | P-1      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA1 A | Transport   | 12:00:06      | 12:17:52   | 00:17:46      |
| 75,831 | 06/10/2024 | P-2      | 26-Sick Person (Specific Diagno:  | Acme          | 10 55A1 B | Transport   | 12:27:45      | 12:52:40   | 00:24:55      |
| 76,258 | 06/11/2024 | P-3      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 A | Transport   | 10:14:35      | 10:24:18   | 00:09:43      |
| 76,841 | 06/12/2024 | P-2      | 10-Chest Pain (Non-Traumatic)     | Acme          | 10 GTA3 C | Transport   | 13:27:13      | 13:31:40   | 00:04:27      |
| 76,972 | 06/12/2024 | P-2      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 C | Refusal     | 17:19:47      | 17:24:53   | 00:05:06      |
| 77,034 | 06/12/2024 | P-3      | 17-Falls                          | Acme          | 10 GTA3 C | Canceled    | 19:44:44      |            |               |
| 77,266 | 06/13/2024 | P-2      | 10-Chest Pain (Non-Traumatic)     | Acme          | 10 GTA3 A | Transport   | 10:14:25      | 10:14:35   | 00:00:10      |
| 77,269 | 06/13/2024 | P-3      | 29-Traffic/Transportation/Accider | Acme          | 10 55A1 A | Transport   | 10:21:26      | 10:47:00   | 00:25:34      |
| 77,271 | 06/13/2024 | P-3      | 29-Traffic/Transportation/Accider | Acme          | 10 GTA5 A | Transport   | 10:26:51      | 10:46:08   | 00:19:17      |
| 77,424 | 06/13/2024 | P-1      | 23-Overdose / Poisoning (Ingest   | Acme          | 10 GTA3 A | Refusal     | 15:30:48      | 15:33:33   | 00:02:45      |
| 77,498 | 06/13/2024 | P-2      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 A | Transport   | 18:10:21      | 18:14:30   | 00:04:09      |
| 77,630 | 06/13/2024 | P-2      | 21-Hemorrhage/Lacerations         | Acme          | 10 55A1 A | Transport   | 23:21:02      | 23:32:32   | 00:11:30      |
| 78,216 | 06/15/2024 | P-1      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 C | Transport   | 5:44:24       | 5:55:46    | 00:11:22      |
| 78,405 | 06/15/2024 | P-2      | 17-Falls                          | Acme          | 10 GTA3 B | Transport   | 14:22:41      | 14:32:43   | 00:10:02      |
| 78,484 | 06/15/2024 | P-1      | 30-Traumatic Injuries (Specific)  | Acme          | 10 GTA3 B | Canceled    | 17:13:26      |            |               |
| 78,586 | 06/15/2024 | P-1      | 29-Traffic/Transportation/Accider | Acme          | 10 GTA3 B | Canceled    | 22:23:35      |            |               |
| 78,775 | 06/16/2024 | P-1      | 29-Traffic/Transportation/Accider | Acme          | 10 GTA3 C | Canceled    | 12:30:19      |            |               |
| 78,988 | 06/16/2024 | P-3      | 18-Headache                       | Acme          | 10 GTA3 C | Transport   | 23:15:53      | 23:25:25   | 00:09:32      |
| 79,047 | 06/17/2024 | P-3      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 C | Transport   | 4:57:25       | 5:08:58    | 00:11:33      |
| 79,332 | 06/17/2024 | P-2      | 30-Traumatic Injuries (Specific)  | Acme          | 10 GTA3 B | Transport   | 16:58:04      | 17:05:55   | 00:07:51      |
| 79,421 | 06/17/2024 | P-3      | 26-Sick Person (Specific Diagno:  | Acme          | 10 55A1 B | Transport   | 20:29:08      | 20:45:59   | 00:16:51      |
| 80,321 | 06/19/2024 | P-1      | 5-Back Pain (Non-traumatic or N   | Acme          | 10 GTA3 B | Transport   | 16:27:17      | 16:33:29   | 00:06:12      |
| 80,633 | 06/20/2024 | P-3      | 1-Abdominal Pain/Problems         | Acme          | 10 GTA3 A | Transport   | 11:07:43      | 11:10:54   | 00:03:11      |

| Run#   | Date       | Priority | Nature of Call                    | Dispatch Zone | Unit      | Disposition | Dispatch Time | Scene Time | Response Time |
|--------|------------|----------|-----------------------------------|---------------|-----------|-------------|---------------|------------|---------------|
| 81,551 | 06/22/2024 | P-2      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 A | Refusal     | 9:05:06       | 9:08:49    | 00:03:43      |
| 81,815 | 06/22/2024 | P-2      | 17-Falls                          | Acme          | 10 GTA3 A | Canceled    | 21:08:20      |            |               |
| 81,847 | 06/22/2024 | P-1      | 10-Chest Pain (Non-Traumatic)     | Acme          | 10 GTA3 A | Transport   | 22:41:57      | 22:53:18   | 00:11:21      |
| 81,963 | 06/23/2024 | P-2      | 17-Falls                          | Acme          | 10 GTA3 C | Transport   | 8:11:36       | 8:22:07    | 00:10:31      |
| 82,389 | 06/24/2024 | P-2      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 B | Transport   | 10:32:49      | 10:40:45   | 00:07:56      |
| 83,303 | 06/26/2024 | P-1      | 6-Breathing Problems              | Acme          | 10 GTA3 B | Transport   | 9:44:19       | 9:46:37    | 00:02:18      |
| 83,341 | 06/26/2024 | P-2      | 5-Back Pain (Non-traumatic or N   | Acme          | 10 GTA3 B | Transport   | 10:52:40      | 11:10:37   | 00:17:57      |
| 84,021 | 06/27/2024 | P-2      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 A | Transport   | 18:21:35      | 18:21:39   | 00:00:04      |
| 84,829 | 06/29/2024 | P-1      | 29-Traffic/Transportation/Accider | Acme          | 10 GTA3 A | Transport   | 14:06:13      | 14:09:45   | 00:03:32      |
| 85,299 | 06/30/2024 | P-2      | 17-Falls                          | Acme          | 10 GTA3 C | Transport   | 15:43:56      | 15:48:26   | 00:04:30      |
| 85,374 | 06/30/2024 | P-3      | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 C | Transport   | 19:40:01      | 19:49:51   | 00:09:50      |

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# A-3 Transports By Month (Billable Calls)

June 2023

| Dispatch Zone             | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Total |
|---------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|
|                           | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 1      | 0      | 1     |
| Antrim-City of Elk Rapids | 1      | 1      | 2      | 0      | 0      | 0      | 1      | 1      | 1      | 1      | 0      | 0      | 0      | 0      | 8     |
| Antrim-Elk Rapids         | 0      | 1      | 0      | 1      | 0      | 1      | 1      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 4     |
| Antrim-Milton             | 1      | 0      | 1      | 1      | 1      | 1      | 3      | 1      | 0      | 0      | 0      | 0      | 1      | 0      | 10    |
| GT-Acme                   | 27     | 33     | 42     | 36     | 30     | 28     | 33     | 27     | 27     | 27     | 30     | 39     | 39     | 1      | 419   |
| GT-Blair                  | 0      | 1      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 1     |
| GT-East Bay               | 1      | 4      | 4      | 3      | 0      | 3      | 0      | 3      | 0      | 1      | 2      | 3      | 0      | 0      | 24    |
| GT-Garfield               | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 1      | 0      | 1      | 0      | 0      | 2     |
| GT-Traverse City          | 3      | 0      | 0      | 1      | 0      | 0      | 0      | 0      | 0      | 1      | 0      | 0      | 0      | 0      | 5     |
| GT-Union                  | 0      | 0      | 0      | 0      | 0      | 1      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 1     |
| GT-Whitewater             | 9      | 22     | 16     | 13     | 14     | 13     | 18     | 18     | 10     | 14     | 14     | 10     | 16     | 0      | 187   |
| Kalkaska-Clearwater       | 0      | 0      | 0      | 0      | 0      | 0      | 1      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 1     |
| <b>Total</b>              | 42     | 62     | 65     | 55     | 45     | 47     | 57     | 50     | 38     | 45     | 46     | 53     | 57     | 1      | 663   |

# GT-A3 Activity (June 2024)

| Call Disposition | Acme      | WW        | Milton   | East Bay |          | Leelanau-Solo | Total     |
|------------------|-----------|-----------|----------|----------|----------|---------------|-----------|
| Transport        | 32        | 11        | 1        | 0        | 1        | 0             | 45        |
| Refusal          | 7         | 5         | 0        | 0        | 0        | 0             | 12        |
| Cancelled        | 8         | 2         | 1        | 1        | 0        | 1             | 13        |
| <b>Total</b>     | <b>47</b> | <b>18</b> | <b>2</b> | <b>1</b> | <b>1</b> | <b>1</b>      | <b>70</b> |

| Response Priority | Acme      | WW        | Milton   | East Bay |          | Leelanau-Solo | Total     |
|-------------------|-----------|-----------|----------|----------|----------|---------------|-----------|
| P-1 Emergency ALS | 19        | 9         | 1        | 0        | 0        | 1             | 30        |
| P-2 Emergency BLS | 16        | 8         | 1        | 0        | 1        | 0             | 26        |
| P-3 Non-Emergent  | 12        | 1         | 0        | 1        | 0        | 0             | 14        |
| <b>Total</b>      | <b>47</b> | <b>18</b> | <b>2</b> | <b>1</b> | <b>1</b> | <b>1</b>      | <b>70</b> |

| Nature of Call                          | Acme | WW | Milton | East Bay |   | Leelanau-Solo | Total |
|---|------|----|--------|----------|---|---------------|-------|
| 10-Chest Pain (Non-Traumatic)           | 5    | 1  | 0      | 0        | 0 | 0             | 6     |
| 12-Convulsions/Seizures                 | 0    | 3  | 0      | 0        | 0 | 1             | 4     |
| 17-Falls                                | 9    | 3  | 0      | 1        | 0 | 0             | 13    |
| 18-Headache                             | 1    | 0  | 0      | 0        | 0 | 0             | 1     |
| 1-Abdominal Pain/Problems               | 2    | 0  | 0      | 0        | 0 | 0             | 2     |
| 23-Overdose / Poisoning (Ingestion)     | 2    | 0  | 0      | 0        | 0 | 0             | 2     |
| 24-Pregnancy/Childbirth/Miscarriage     | 0    | 1  | 0      | 0        | 0 | 0             | 1     |
| 25-Psychiatric/ Abnormal Behavior/Suici | 0    | 0  | 0      | 0        | 1 | 0             | 1     |
| 26-Sick Person (Specific Diagnosis)     | 10   | 2  | 1      | 0        | 0 | 0             | 13    |
| 28-Stroke (CVA)                         | 1    | 0  | 0      | 0        | 0 | 0             | 1     |
| 29-Traffic/Transportation/Accidents     | 5    | 2  | 0      | 0        | 0 | 0             | 7     |
| 30-Traumatic Injuries (Specific)        | 3    | 0  | 0      | 0        | 0 | 0             | 3     |
| 31-Unconscious/Fainting (Near)          | 3    | 1  | 0      | 0        | 0 | 0             | 4     |

|  | Acme | WW | Milton | East Bay |   | Leelanau-Solo | Total |
|--|------|----|--------|----------|---|---------------|-------|
| 32-Unknown Problem (Man Down)          | 1    | 1  | 1      | 0        | 0 | 0             | 3     |
| 5-Back Pain (Non-traumatic or Non Rece | 3    | 2  | 0      | 0        | 0 | 0             | 5     |
| 6-Breathing Problems                   | 2    | 2  | 0      | 0        | 0 | 0             | 4     |
| Total                                  | 47   | 18 | 2      | 1        | 1 | 1             | 70    |

| Run#   | Date       | Priority | Nature of Call                    | Dispatch Zone | Unit      | Disposition | Dispatch Time | Scene Time | Response Time |
|--------|------------|----------|-----------------------------------|---------------|-----------|-------------|---------------|------------|---------------|
| 71,601 | 06/01/2024 | P-3 I    | 17-Falls                          | Acme          | 10 GTA3 A | Canceled    | 3:15:07       |            |               |
| 71,681 | 06/01/2024 | P-1 L    | 6-Breathing Problems              | Acme          | 10 GTA3 B | Transport   | 9:39:39       | 9:44:14    | 00:04:35      |
| 72,119 | 06/02/2024 | P-3 I    | 17-Falls                          | Acme          | 10 GTA3 A | Canceled    | 10:56:07      |            |               |
| 72,245 | 06/02/2024 | P-2 E    | 24-Pregnancy/Childbirth/Miscarri  | Whitewater    | 10 GTA3 A | Refusal     | 16:55:38      | 17:03:49   | 00:08:11      |
| 72,399 | 06/03/2024 | P-1 L    | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 A | Transport   | 1:10:13       | 1:17:56    | 00:07:43      |
| 72,724 | 06/03/2024 | P-3 I    | 23-Overdose / Poisoning (Ingest   | Acme          | 10 GTA3 C | Transport   | 16:48:55      | 16:57:50   | 00:08:55      |
| 73,718 | 06/05/2024 | P-3 I    | 17-Falls                          | Acme          | 10 GTA3 C | Canceled    | 17:17:43      | 17:24:33   | 00:06:50      |
| 73,938 | 06/06/2024 | P-1 L    | 30-Traumatic Injuries (Specific)  | Acme          | 10 GTA3 B | Transport   | 7:32:16       | 7:44:00    | 00:11:44      |
| 74,034 | 06/06/2024 | P-2 E    | 5-Back Pain (Non-traumatic or N   | Acme          | 10 GTA3 B | Refusal     | 11:30:22      | 11:39:08   | 00:08:46      |
| 74,171 | 06/06/2024 | P-1 L    | 10-Chest Pain (Non-Traumatic)     | Acme          | 10 GTA3 B | Transport   | 16:03:20      | 16:09:50   | 00:06:30      |
| 74,359 | 06/07/2024 | P-1 L    | 28-Stroke (CVA)                   | Acme          | 10 GTA3 B | Transport   | 0:07:50       | 0:10:19    | 00:02:29      |
| 74,492 | 06/07/2024 | P-1 L    | 1-Abdominal Pain/Problems         | Acme          | 10 GTA3 C | Transport   | 10:29:54      | 10:33:13   | 00:03:19      |
| 74,563 | 06/07/2024 | P-1 L    | 12-Convulsions/Seizures           | Whitewater    | 10 GTA3 C | Transport   | 12:35:32      | 12:45:00   | 00:09:28      |
| 74,658 | 06/07/2024 | P-1 L    | 31-Unconscious/Fainting (Near)    | Acme          | 10 GTA3 C | Transport   | 15:51:50      | 15:58:00   | 00:06:10      |
| 74,857 | 06/08/2024 | P-1 L    | 31-Unconscious/Fainting (Near)    | Acme          | 10 GTA3 C | Refusal     | 0:38:22       | 0:58:55    | 00:20:33      |
| 74,874 | 06/08/2024 | P-1 L    | 29-Traffic/Transportation/Accider | Acme          | 10 GTA3 C | Transport   | 1:33:05       | 1:40:00    | 00:06:55      |
| 74,939 | 06/08/2024 | P-1 L    | 10-Chest Pain (Non-Traumatic)     | Acme          | 10 GTA3 C | Transport   | 6:12:48       | 6:28:15    | 00:15:27      |
| 75,060 | 06/08/2024 | P-2 E    | 29-Traffic/Transportation/Accider | Acme          | 10 GTA3 B | Refusal     | 12:40:20      | 12:52:20   | 00:12:00      |
| 75,182 | 06/08/2024 | P-3 I    | 17-Falls                          | Acme          | 10 GTA3 B | Refusal     | 18:46:52      | 19:08:26   | 00:21:34      |
| 75,281 | 06/09/2024 | P-1 L    | 26-Sick Person (Specific Diagno:  | Milton        | 10 GTA3 B | Canceled    | 4:20:20       |            |               |
| 75,319 | 06/09/2024 | P-3 I    | 32-Unknown Problem (Man Dow       | Acme          | 10 GTA3 B | Transport   | 1:03:00       | 1:15:00    | 00:12:00      |
| 75,390 | 06/09/2024 | P-3 I    | 17-Falls                          | East Bay      | 10 GTA3 A | Canceled    | 8:34:43       | 8:42:53    | 00:08:10      |
| 75,440 | 06/09/2024 | P-2 E    | 31-Unconscious/Fainting (Near)    | Acme          | 10 GTA3 A | Transport   | 11:37:12      | 11:41:37   | 00:04:25      |
| 75,644 | 06/10/2024 | P-2 E    | 5-Back Pain (Non-traumatic or N   | Whitewater    | 10 GTA3 A | Transport   | 1:14:27       | 1:25:56    | 00:11:29      |
| 75,827 | 06/10/2024 | P-3 I    | 32-Unknown Problem (Man Dow       | Whitewater    | 10 GTA3 B | Transport   | 12:23:56      | 12:36:40   | 00:12:44      |
| 76,258 | 06/11/2024 | P-3 I    | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 A | Transport   | 10:14:35      | 10:24:18   | 00:09:43      |
| 76,841 | 06/12/2024 | P-2 E    | 10-Chest Pain (Non-Traumatic)     | Acme          | 10 GTA3 C | Transport   | 13:27:13      | 13:31:40   | 00:04:27      |
| 76,972 | 06/12/2024 | P-2 E    | 26-Sick Person (Specific Diagno:  | Acme          | 10 GTA3 C | Refusal     | 17:19:47      | 17:24:53   | 00:05:06      |
| 77,034 | 06/12/2024 | P-3 I    | 17-Falls                          | Acme          | 10 GTA3 C | Canceled    | 19:44:44      |            |               |
| 77,266 | 06/13/2024 | P-2 E    | 10-Chest Pain (Non-Traumatic)     | Acme          | 10 GTA3 A | Transport   | 10:14:25      | 10:14:35   | 00:00:10      |
| 77,424 | 06/13/2024 | P-1 L    | 23-Overdose / Poisoning (Ingest   | Acme          | 10 GTA3 A | Refusal     | 15:30:48      | 15:33:33   | 00:02:45      |



| Run#   | Date       | Priority | Nature of Call                    | Dispatch Zone  | Unit      | Disposition | Dispatch Time | Scene Time | Response Time |
|--------|------------|----------|-----------------------------------|----------------|-----------|-------------|---------------|------------|---------------|
| 77,498 | 06/13/2024 | P-2 E    | 26-Sick Person (Specific Diagno:  | Acme           | 10 GTA3 A | Transport   | 18:10:21      | 18:14:30   | 00:04:09      |
| 77,579 | 06/13/2024 | P-2 E    | 32-Unknown Problem (Man Dow       | Milton         | 10 GTA3 A | Transport   | 21:24:02      | 21:52:50   | 00:28:48      |
| 77,855 | 06/14/2024 | P-1 L    | 29-Traffic/Transportation/Accider | Whitewater     | 10 GTA3 C | Refusal     | 12:45:13      | 12:52:55   | 00:07:42      |
| 77,865 | 06/14/2024 | P-1 L    | 29-Traffic/Transportation/Accider | Whitewater     | 10 GTA3 C | Refusal     | 13:11:13      | 13:11:17   | 00:00:04      |
| 78,025 | 06/14/2024 | P-2 E    | 26-Sick Person (Specific Diagno:  | Whitewater     | 10 GTA3 C | Canceled    | 18:43:10      | 18:50:33   | 00:07:23      |
| 78,216 | 06/15/2024 | P-1 L    | 26-Sick Person (Specific Diagno:  | Acme           | 10 GTA3 C | Transport   | 5:44:24       | 5:55:46    | 00:11:22      |
| 78,405 | 06/15/2024 | P-2 E    | 17-Falls                          | Acme           | 10 GTA3 B | Transport   | 14:22:41      | 14:32:43   | 00:10:02      |
| 78,484 | 06/15/2024 | P-1 L    | 30-Traumatic Injuries (Specific)  | Acme           | 10 GTA3 B | Canceled    | 17:13:26      |            |               |
| 78,586 | 06/15/2024 | P-1 L    | 29-Traffic/Transportation/Accider | Acme           | 10 GTA3 B | Canceled    | 22:23:35      |            |               |
| 78,775 | 06/16/2024 | P-1 L    | 29-Traffic/Transportation/Accider | Acme           | 10 GTA3 C | Canceled    | 12:30:19      |            |               |
| 78,864 | 06/16/2024 | P-1 L    | 10-Chest Pain (Non-Traumatic)     | Whitewater     | 10 GTA3 C | Canceled    | 17:06:31      | 17:11:02   | 00:04:31      |
| 78,988 | 06/16/2024 | P-3 L    | 18-Headache                       | Acme           | 10 GTA3 C | Transport   | 23:15:53      | 23:25:25   | 00:09:32      |
| 79,047 | 06/17/2024 | P-3 L    | 26-Sick Person (Specific Diagno:  | Acme           | 10 GTA3 C | Transport   | 4:57:25       | 5:08:58    | 00:11:33      |
| 79,078 | 06/17/2024 | P-2 E    | 25-Psychiatric/ Abnormal Behavi   |                | 10 GTA3 B | Transport   | 7:56:39       | 8:09:15    | 00:12:36      |
| 79,332 | 06/17/2024 | P-2 E    | 30-Traumatic Injuries (Specific)  | Acme           | 10 GTA3 B | Transport   | 16:58:04      | 17:05:55   | 00:07:51      |
| 79,412 | 06/17/2024 | P-1 L    | 12-Convulsions/Seizures           | Whitewater     | 10 GTA3 B | Transport   | 20:06:33      | 20:07:46   | 00:01:13      |
| 79,445 | 06/17/2024 | P-1 L    | 12-Convulsions/Seizures           | Leelanau-Solon | 10 GTA3 B | Canceled    | 21:36:12      |            |               |
| 80,249 | 06/19/2024 | P-2 E    | 17-Falls                          | Whitewater     | 10 GTA3 B | Transport   | 13:55:52      | 14:12:44   | 00:16:52      |
| 80,321 | 06/19/2024 | P-1 L    | 5-Back Pain (Non-traumatic or N   | Acme           | 10 GTA3 B | Transport   | 16:27:17      | 16:33:29   | 00:06:12      |
| 80,394 | 06/19/2024 | P-1 L    | 12-Convulsions/Seizures           | Whitewater     | 10 GTA3 B | Transport   | 19:41:19      | 19:47:15   | 00:05:56      |
| 80,633 | 06/20/2024 | P-3 L    | 1-Abdominal Pain/Problems         | Acme           | 10 GTA3 A | Transport   | 11:07:43      | 11:10:54   | 00:03:11      |
| 81,551 | 06/22/2024 | P-2 E    | 26-Sick Person (Specific Diagno:  | Acme           | 10 GTA3 A | Refusal     | 9:05:06       | 9:08:49    | 00:03:43      |
| 81,815 | 06/22/2024 | P-2 E    | 17-Falls                          | Acme           | 10 GTA3 A | Canceled    | 21:08:20      |            |               |
| 81,847 | 06/22/2024 | P-1 L    | 10-Chest Pain (Non-Traumatic)     | Acme           | 10 GTA3 A | Transport   | 22:41:57      | 22:53:18   | 00:11:21      |
| 81,963 | 06/23/2024 | P-2 E    | 17-Falls                          | Acme           | 10 GTA3 C | Transport   | 8:11:36       | 8:22:07    | 00:10:31      |
| 82,159 | 06/23/2024 | P-1 L    | 6-Breathing Problems              | Whitewater     | 10 GTA3 C | Transport   | 18:56:09      | 19:11:00   | 00:14:51      |
| 82,198 | 06/23/2024 | P-2 E    | 17-Falls                          | Whitewater     | 10 GTA3 C | Transport   | 20:58:09      | 21:10:49   | 00:12:40      |
| 82,237 | 06/23/2024 | P-1 L    | 6-Breathing Problems              | Whitewater     | 10 GTA3 C | Transport   | 23:05:50      | 23:11:30   | 00:05:40      |
| 82,389 | 06/24/2024 | P-2 E    | 26-Sick Person (Specific Diagno:  | Acme           | 10 GTA3 B | Transport   | 10:32:49      | 10:40:45   | 00:07:56      |
| 82,674 | 06/24/2024 | P-1 L    | 5-Back Pain (Non-traumatic or N   | Whitewater     | 10 GTA3 B | Transport   | 21:30:25      | 21:40:59   | 00:10:34      |
| 83,303 | 06/26/2024 | P-1 L    | 6-Breathing Problems              | Acme           | 10 GTA3 B | Transport   | 9:44:19       | 9:46:37    | 00:02:18      |
| 83,341 | 06/26/2024 | P-2 E    | 5-Back Pain (Non-traumatic or N   | Acme           | 10 GTA3 B | Transport   | 10:52:40      | 11:10:37   | 00:17:57      |
| 84,021 | 06/27/2024 | P-2 E    | 26-Sick Person (Specific Diagno:  | Acme           | 10 GTA3 A | Transport   | 18:21:35      | 18:21:39   | 00:00:04      |
| 84,063 | 06/27/2024 | P-2 E    | 31-Unconscious/Fainting (Near)    | Whitewater     | 10 GTA3 A | Refusal     | 20:21:53      | 20:27:22   | 00:05:29      |
| 84,443 | 06/28/2024 | P-2 E    | 26-Sick Person (Specific Diagno:  | Whitewater     | 10 GTA3 B | Transport   | 17:06:45      | 17:10:13   | 00:03:28      |
| 84,829 | 06/29/2024 | P-1 L    | 29-Traffic/Transportation/Accider | Acme           | 10 GTA3 A | Transport   | 14:06:13      | 14:09:45   | 00:03:32      |
| 85,250 | 06/30/2024 | P-2 E    | 17-Falls                          | Whitewater     | 10 GTA3 C | Refusal     | 13:29:41      | 13:42:29   | 00:12:48      |
| 85,299 | 06/30/2024 | P-2 E    | 17-Falls                          | Acme           | 10 GTA3 C | Transport   | 15:43:56      | 15:48:26   | 00:04:30      |

| Run#   | Date       | Priority    | Nature of Call                   | Dispatch Zone | Unit      | Disposition | Dispatch Time | Scene Time | Response Time |
|--------|------------|-------------|----------------------------------|---------------|-----------|-------------|---------------|------------|---------------|
| 85,374 | 06/30/2024 | P-3 I<br>69 | 26-Sick Person (Specific Diagno: | Acme          | 10 GTA3 C | Transport   | 19:40:01      | 19:49:51   | 00:09:50      |

# Acme Response Times June 2024



| Response Time Minutes | Call Count | Cumulative Call Count | Percentage | Cumulative Percentage |
|-----------------------|------------|-----------------------|------------|-----------------------|
| 00:00 - 00:59         | 2          | 2                     | 4%         | 4.35 %                |
| 02:00 - 02:59         | 3          | 5                     | 7%         | 10.87 %               |
| 03:00 - 03:59         | 4          | 9                     | 9%         | 19.57 %               |
| 04:00 - 04:59         | 5          | 14                    | 11%        | 30.43 %               |
| 05:00 - 05:59         | 1          | 15                    | 2%         | 32.61 %               |
| 06:00 - 06:59         | 5          | 20                    | 11%        | 43.48 %               |
| 07:00 - 07:59         | 3          | 23                    | 7%         | 50.00 %               |
| 08:00 - 08:59         | 2          | 25                    | 4%         | 54.35 %               |
| 09:00 - 09:59         | 3          | 28                    | 7%         | 60.87 %               |
| 10:00 - 10:59         | 2          | 30                    | 4%         | 65.22 %               |
| 11:00 - 11:59         | 5          | 35                    | 11%        | 76.09 %               |
| 12:00 - 12:59         | 2          | 37                    | 4%         | 80.43 %               |
| 15:00 and up          | 9          | 46                    | 20%        | 100.00 %              |

| Bank Code | Description                          | Beginning Balance<br>05/01/2024 | Total Debits     | Total Credits     | Ending Balance<br>05/31/2024 |
|-----------|--------------------------------------|---------------------------------|------------------|-------------------|------------------------------|
| CHASE     | GENERAL FUND                         |                                 |                  |                   |                              |
| 101       | GENERAL FUND                         | 1,163,394.68                    | 23,249.96        | 99,710.17         | 1,086,934.47                 |
| 206       | FIRE FUND                            | (22,953.84)                     | 0.00             | 0.00              | (22,953.84)                  |
| 207       | POLICE PROTECTION                    | 78,538.29                       | 0.00             | 0.00              | 78,538.29                    |
| 208       | PARK FUND                            | 83,989.93                       | 976.00           | 0.00              | 84,965.93                    |
| 210       | AMBULANCE FUND                       | 142,527.40                      | 0.00             | 114,300.00        | 28,227.40                    |
| 212       | LIQUOR FUND                          | 16,279.04                       | 10,464.85        | 0.00              | 26,743.89                    |
| 282       | ARPA                                 | 0.36                            | 0.00             | 0.00              | 0.36                         |
|           | GENERAL FUND                         | <u>1,461,775.86</u>             | <u>34,690.81</u> | <u>214,010.17</u> | <u>1,282,456.50</u>          |
| FARM      | FARMLAND PRESERVATION                |                                 |                  |                   |                              |
| 225       | FARMLAND PRESERVATION                | 1,482,685.45                    | 0.00             | 787.50            | 1,481,897.95                 |
|           | FARMLAND PRESERVATION                | <u>1,482,685.45</u>             | <u>0.00</u>      | <u>787.50</u>     | <u>1,481,897.95</u>          |
| FARMM     | FARMLAND PRESERVATION - MONEY MARKET |                                 |                  |                   |                              |
| 225       | FARMLAND PRESERVATION                | 5,010.25                        | 0.00             | 0.00              | 5,010.25                     |
|           | FARMLAND PRESERVATION - MONEY MARKET | <u>5,010.25</u>                 | <u>0.00</u>      | <u>0.00</u>       | <u>5,010.25</u>              |
| GENHY     | GENERAL FUND - HIGH YIELD            |                                 |                  |                   |                              |
| 101       | GENERAL FUND                         | 158,321.68                      | 0.00             | 0.00              | 158,321.68                   |
|           | GENERAL FUND - HIGH YIELD            | <u>158,321.68</u>               | <u>0.00</u>      | <u>0.00</u>       | <u>158,321.68</u>            |
| GENMM     | GENERAL FUND - MONEY MARKET          |                                 |                  |                   |                              |
| 101       | GENERAL FUND                         | 300,515.38                      | 0.00             | 0.00              | 300,515.38                   |
|           | GENERAL FUND - MONEY MARKET          | <u>300,515.38</u>               | <u>0.00</u>      | <u>0.00</u>       | <u>300,515.38</u>            |
| PARKS     | CAPITAL OUTLAY ACCT                  |                                 |                  |                   |                              |
| 405       | NAKWEMA TRAILWAY FUND                | 901.56                          | 57,500.00        | 0.00              | 58,401.56                    |
| 406       | #2 NAKWEMA TRAILWAY FUND             | 25,000.00                       | 0.00             | 0.00              | 25,000.00                    |
| 407       | BERTHA VOS                           | 10,105.00                       | 0.00             | 160.00            | 9,945.00                     |
| 408       | TOWNHALL-6100 US 31 N                | 83,071.29                       | 0.00             | 25,593.25         | 57,478.04                    |
|           | CAPITAL OUTLAY ACCT                  | <u>119,077.85</u>               | <u>57,500.00</u> | <u>25,753.25</u>  | <u>150,824.60</u>            |
| PETTY     | PETTY CASH                           |                                 |                  |                   |                              |
| 101       | GENERAL FUND                         | 200.00                          | 0.00             | 0.00              | 200.00                       |
|           | PETTY CASH                           | <u>200.00</u>                   | <u>0.00</u>      | <u>0.00</u>       | <u>200.00</u>                |
| SADH      | HOLIDAY HILLS                        |                                 |                  |                   |                              |
| 863       | HOLIDAY HILLS AREA IMPROVEMENT       | 81,133.05                       | 0.00             | 0.00              | 81,133.05                    |
|           | HOLIDAY HILLS                        | <u>81,133.05</u>                | <u>0.00</u>      | <u>0.00</u>       | <u>81,133.05</u>             |

| Bank Code<br>Fund | Description                    | Beginning<br>Balance<br>05/01/2024 | Total<br>Debits   | Total<br>Credits  | Ending<br>Balance<br>05/31/2024 |
|-------------------|--------------------------------|------------------------------------|-------------------|-------------------|---------------------------------|
| SEWER             | ACME RELIEF SEWER              |                                    |                   |                   |                                 |
| 590               | ACME RELIEF SEWER              | 1,724,663.55                       | 94,605.00         | 59,367.31         | 1,759,901.24                    |
| 591               | WATER FUND- HOPE VILLAGE       | 16,422.44                          | 1,235.58          | 1,080.80          | 16,577.22                       |
|                   | ACME RELIEF SEWER              | <u>1,741,085.99</u>                | <u>95,840.58</u>  | <u>60,448.11</u>  | <u>1,776,478.46</u>             |
| SEWMM             | ACME RELIEF SEWER MONEY MARKET |                                    |                   |                   |                                 |
| 590               | ACME RELIEF SEWER              | 198,655.99                         | 0.00              | 0.00              | 198,655.99                      |
|                   | ACME RELIEF SEWER MONEY MARKET | <u>198,655.99</u>                  | <u>0.00</u>       | <u>0.00</u>       | <u>198,655.99</u>               |
| SHORE             | SHORELINE PRESERVATION         |                                    |                   |                   |                                 |
| 401               | SHORELINE PRESERVATION         | 1,388.94                           | 0.00              | 0.00              | 1,388.94                        |
|                   | SHORELINE PRESERVATION         | <u>1,388.94</u>                    | <u>0.00</u>       | <u>0.00</u>       | <u>1,388.94</u>                 |
| TAX               | CURRENT TAX COLLECTION         |                                    |                   |                   |                                 |
| 703               | CURRENT TAX COLLECTION         | 22,130.84                          | 0.00              | 0.00              | 22,130.84                       |
|                   | CURRENT TAX COLLECTION         | <u>22,130.84</u>                   | <u>0.00</u>       | <u>0.00</u>       | <u>22,130.84</u>                |
| TRUST             | TRUST & AGENCY                 |                                    |                   |                   |                                 |
| 701               | TRUST AND AGENCY               | 5,470.04                           | 0.00              | 700.00            | 4,770.04                        |
|                   | TRUST & AGENCY                 | <u>5,470.04</u>                    | <u>0.00</u>       | <u>700.00</u>     | <u>4,770.04</u>                 |
|                   | TOTAL - ALL FUNDS              | <u>5,577,451.32</u>                | <u>188,031.39</u> | <u>301,699.03</u> | <u>5,463,783.68</u>             |

*Sarah Laurence*  
*Deputy Treasurer*  
*7/1/24*

User: LSWANSON

PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                             | DESCRIPTION                    | 2023-24<br>AMENDED BUDGET | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|---------------------------------------|--------------------------------|---------------------------|---------------------------------|---|------------------------------|----------------|
|                                       |                                |                           | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 101 - GENERAL FUND               |                                |                           |                                 |   |                              |                |
| Revenues                              |                                |                           |                                 |   |                              |                |
| Dept 000                              |                                |                           |                                 |   |                              |                |
| 101-000-402.000                       | CURRENT TAXES                  | 295,431.00                | 312,156.94                      | 0.00                                    | (16,725.94)                  | 105.66         |
| 101-000-403.001                       | ANY AND ALL OTHER TAXES        | 0.00                      | 1,006.43                        | 493.01                                  | (1,006.43)                   | 100.00         |
| 101-000-410.000                       | CURRENT PERSONAL PROP TAXES    | 15,701.00                 | 0.00                            | 0.00                                    | 15,701.00                    | 0.00           |
| 101-000-413.000                       | PPT REIMBURSEMENTS (LSCA)      | 0.00                      | 1,310.15                        | 853.48                                  | (1,310.15)                   | 100.00         |
| 101-000-440.000                       | SWAMP TAX                      | 1,500.00                  | 1,715.30                        | 0.00                                    | (215.30)                     | 114.35         |
| 101-000-447.000                       | ADMINISTRATIVE FEE 1%          | 119,519.00                | 131,426.32                      | 0.00                                    | (11,907.32)                  | 109.96         |
| 101-000-477.000                       | CABLE TV FEE                   | 86,400.00                 | 42,874.71                       | 0.00                                    | 43,525.29                    | 49.62          |
| 101-000-491.000                       | PASSPORT FEES                  | 1,500.00                  | 3,920.00                        | 70.00                                   | (2,420.00)                   | 261.33         |
| 101-000-573.000                       | CONS INDUSTRY ANNUAL MAINT FE  | 7,800.00                  | 0.00                            | 0.00                                    | 7,800.00                     | 0.00           |
| 101-000-574.000                       | STATE SHARED SALES TAX         | 487,845.00                | 407,485.00                      | 0.00                                    | 80,360.00                    | 83.53          |
| 101-000-607.000                       | CHARGES FOR SERVICES           | 8,000.00                  | 1,691.60                        | 0.00                                    | 6,308.40                     | 21.15          |
| 101-000-607.001                       | Zoning Fees                    | 20,000.00                 | 25,064.90                       | 675.00                                  | (5,064.90)                   | 125.32         |
| 101-000-610.000                       | Revenues for Escrow Account    | 30,000.00                 | 28,693.38                       | 0.00                                    | 1,306.62                     | 95.64          |
| 101-000-657.000                       | CIVIL INFRACTION FEES          | 100.00                    | 846.71                          | 0.00                                    | (746.71)                     | 846.71         |
| 101-000-665.000                       | PENALTIES& INTEREST            | 1,000.00                  | 4,971.79                        | (59.87)                                 | (3,971.79)                   | 497.18         |
| 101-000-665.001                       | INTEREST SEPTAGE RECEIVED      | 1,000.00                  | 0.00                            | 0.00                                    | 1,000.00                     | 0.00           |
| 101-000-667.000                       | RENT-PARKS                     | 300.00                    | 5,010.00                        | 280.00                                  | (4,710.00)                   | 1,670.00       |
| 101-000-676.000                       | REIMBURSEMENTS                 | 15,000.00                 | 36,974.75                       | 19,728.47                               | (21,974.75)                  | 246.50         |
| 101-000-699.000                       | TRANSFER IN                    | 0.00                      | 199,260.00                      | 0.00                                    | (199,260.00)                 | 100.00         |
| Total Dept 000                        |                                | 1,091,096.00              | 1,204,407.98                    | 22,040.09                               | (113,311.98)                 | 110.39         |
| Dept 567 - CEMETARY MAINTENANCE       |                                |                           |                                 |   |                              |                |
| 101-567-642.000                       | CEMETARY lot &plots            | 5,000.00                  | 3,600.00                        | 0.00                                    | 1,400.00                     | 72.00          |
| 101-567-646.000                       | BURIAL FEE PAYMENTS            | 4,000.00                  | 3,350.00                        | 1,150.00                                | 650.00                       | 83.75          |
| Total Dept 567 - CEMETARY MAINTENANCE |                                | 9,000.00                  | 6,950.00                        | 1,150.00                                | 2,050.00                     | 77.22          |
| TOTAL REVENUES                        |                                | 1,100,096.00              | 1,211,357.98                    | 23,190.09                               | (111,261.98)                 | 110.11         |
| Expenditures                          |                                |                           |                                 |   |                              |                |
| Dept 000                              |                                |                           |                                 |   |                              |                |
| 101-000-415.003                       | POSTAGE FOR PASSPORTS          | 0.00                      | 336.75                          | 0.00                                    | (336.75)                     | 100.00         |
| 101-000-726.000                       | SUPPLIES & POSTAGE             | 500.00                    | 630.32                          | 0.00                                    | (130.32)                     | 126.06         |
| 101-000-810.002                       | FOURTH OF JULY FIREWORKS       | 300.00                    | 300.00                          | 300.00                                  | 0.00                         | 100.00         |
| 101-000-810.003                       | GT COUNTY ROAD COMMISSION TART | 15,000.00                 | 7,325.12                        | 0.00                                    | 7,674.88                     | 48.83          |
| 101-000-810.004                       | TC TALUS CONTRACT SERVICES     | 1,200.00                  | 3,378.13                        | 0.00                                    | (2,178.13)                   | 281.51         |
| 101-000-955.000                       | CONTINGENCY                    | 34,000.00                 | 1,200.00                        | 0.00                                    | 32,800.00                    | 3.53           |
| 101-000-964.000                       | REIMBURSEMENTS                 | 0.00                      | 78.44                           | 0.00                                    | (78.44)                      | 100.00         |
| 101-000-995.000                       | TRANSFER TO OTHER FUNDS (OUT)  | 0.00                      | 270,000.00                      | 0.00                                    | (270,000.00)                 | 100.00         |
| Total Dept 000                        |                                | 51,000.00                 | 283,248.76                      | 300.00                                  | (232,248.76)                 | 555.39         |
| Dept 101 - TOWNSHIP BOARD OF TRUSTEES |                                |                           |                                 |   |                              |                |
| 101-101-702.000                       | SALARIES                       | 37,700.00                 | 34,507.84                       | 3,338.48                                | 3,192.16                     | 91.53          |
| 101-101-703.001                       | SECRETARY                      | 37,648.00                 | 35,124.61                       | 5,409.60                                | 2,523.39                     | 93.30          |
| 101-101-705.001                       | PER DIEM TRUSTEES              | 300.00                    | 0.00                            | 0.00                                    | 300.00                       | 0.00           |
| 101-101-711.000                       | INSURANCE                      | 7,000.00                  | 6,324.62                        | 728.37                                  | 675.38                       | 90.35          |
| 101-101-714.000                       | FICA LOCAL SHARE               | 6,300.00                  | 5,600.95                        | 703.77                                  | 699.05                       | 88.90          |
| 101-101-726.000                       | SUPPLIES/POSTAGE               | 1,500.00                  | 995.79                          | 205.73                                  | 504.21                       | 66.39          |
| 101-101-801.000                       | ACCOUNTING & AUDIT             | 18,000.00                 | 14,550.00                       | 0.00                                    | 3,450.00                     | 80.83          |

User: LSWANSON

DB: Acme Township

PERIOD ENDING 05/31/2024

| GL NUMBER  | DESCRIPTION                    | 2023-24<br>AMENDED BUDGET | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|--|--------------------------------|---------------------------|---------------------------------|---|------------------------------|----------------|
|  |                                |                           | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| <b>Fund 101 - GENERAL FUND</b>                     |                                |                           |                                 |   |                              |                |
| <b>Expenditures</b>                                |                                |                           |                                 |   |                              |                |
| 101-101-801.001                                    | INTERNAL ACCOUNTANT            | 1,000.00                  | 1,150.00                        | 500.00                                  | (150.00)                     | 115.00         |
| 101-101-802.001                                    | ATTORNEY SERVICES LITIGATION   | 2,000.00                  | 7,968.13                        | 0.00                                    | (5,968.13)                   | 398.41         |
| 101-101-802.002                                    | ATTORNEY SERVICES              | 18,000.00                 | 14,701.20                       | 872.50                                  | 3,298.80                     | 81.67          |
| 101-101-804.000                                    | SOFTWARE SUPPORT & PROCESSIN   | 15,000.00                 | 8,293.00                        | 230.00                                  | 6,707.00                     | 55.29          |
| 101-101-804.001                                    | BSA SOFTWARE SUPPORT           | 10,000.00                 | 7,204.00                        | 0.00                                    | 2,796.00                     | 72.04          |
| 101-101-808.003                                    | ENGINEERING SERVICES           | 20,000.00                 | 0.00                            | 0.00                                    | 20,000.00                    | 0.00           |
| 101-101-810.001                                    | CONTRACTED COMMUNITY SERVICES  | 5,000.00                  | 0.00                            | 0.00                                    | 5,000.00                     | 0.00           |
| 101-101-860.000                                    | TRAVEL & MILEAGE               | 200.00                    | 0.00                            | 0.00                                    | 200.00                       | 0.00           |
| 101-101-874.000                                    | RETIREMENT/PENSION             | 0.00                      | 4,226.68                        | 540.96                                  | (4,226.68)                   | 100.00         |
| 101-101-900.000                                    | PUBLICATIONS                   | 2,500.00                  | 2,397.10                        | 134.40                                  | 102.90                       | 95.88          |
| 101-101-956.000                                    | MISCELLANEOUS                  | 0.00                      | 104.30                          | 0.00                                    | (104.30)                     | 100.00         |
| 101-101-958.000                                    | EDUCATION/TRAINING/CONVENTION  | 300.00                    | 465.00                          | 465.00                                  | (165.00)                     | 155.00         |
| 101-101-960.000                                    | dues subscriptions             | 7,000.00                  | 7,803.51                        | 15.89                                   | (803.51)                     | 111.48         |
| <b>Total Dept 101 - TOWNSHIP BOARD OF TRUSTEES</b> |                                | <b>189,448.00</b>         | <b>151,416.73</b>               | <b>13,144.70</b>                        | <b>38,031.27</b>             | <b>79.93</b>   |
| <b>Dept 171 - SUPERVISOR EXPENDITURES</b>          |                                |                           |                                 |   |                              |                |
| 101-171-702.000                                    | SALARIES                       | 51,795.00                 | 47,691.16                       | 5,976.36                                | 4,103.84                     | 92.08          |
| 101-171-711.000                                    | INSURANCE                      | 4,000.00                  | 3,692.40                        | 461.55                                  | 307.60                       | 92.31          |
| 101-171-714.000                                    | FICA LOCAL SHARE               | 3,650.00                  | 3,930.89                        | 492.50                                  | (280.89)                     | 107.70         |
| 101-171-860.000                                    | TRAVEL & MILEAGE               | 500.00                    | 254.60                          | 0.00                                    | 245.40                       | 50.92          |
| 101-171-874.000                                    | RETIREMENT/PENSION             | 5,000.00                  | 5,138.43                        | 643.80                                  | (138.43)                     | 102.77         |
| 101-171-958.000                                    | EDUCATION/TRAINING/CONVENTION  | 1,500.00                  | 638.99                          | 0.00                                    | 861.01                       | 42.60          |
| <b>Total Dept 171 - SUPERVISOR EXPENDITURES</b>    |                                | <b>66,445.00</b>          | <b>61,346.47</b>                | <b>7,574.21</b>                         | <b>5,098.53</b>              | <b>92.33</b>   |
| <b>Dept 215 - CLERK'S EXPENDITURES</b>             |                                |                           |                                 |   |                              |                |
| 101-215-702.000                                    | SALARIES                       | 51,795.00                 | 47,691.16                       | 5,976.36                                | 4,103.84                     | 92.08          |
| 101-215-703.000                                    | WAGES DEPUTY/SEC/PRT TIME      | 30,436.00                 | 28,047.86                       | 3,511.86                                | 2,388.14                     | 92.15          |
| 101-215-711.000                                    | INSURANCE                      | 13,932.00                 | 6,183.86                        | 589.50                                  | 7,748.14                     | 44.39          |
| 101-215-714.000                                    | FICA LOCAL SHARE               | 6,535.00                  | 5,710.58                        | 717.89                                  | 824.42                       | 87.38          |
| 101-215-726.000                                    | SUPPLIES & POSTAGE             | 500.00                    | 273.07                          | 79.26                                   | 226.93                       | 54.61          |
| 101-215-860.000                                    | TRAVEL & MILEAGE               | 1,000.00                  | 182.11                          | 0.00                                    | 817.89                       | 18.21          |
| 101-215-874.000                                    | RETIREMENT/PENSION             | 0.00                      | 2,343.28                        | 948.81                                  | (2,343.28)                   | 100.00         |
| 101-215-958.000                                    | EDUCATION/TRAINING/CONVENTION  | 1,500.00                  | 755.00                          | 0.00                                    | 745.00                       | 50.33          |
| <b>Total Dept 215 - CLERK'S EXPENDITURES</b>       |                                | <b>105,698.00</b>         | <b>91,186.92</b>                | <b>11,823.68</b>                        | <b>14,511.08</b>             | <b>86.27</b>   |
| <b>Dept 247 - BOARD OF REVIEW</b>                  |                                |                           |                                 |   |                              |                |
| 101-247-702.000                                    | SALARIES                       | 1,500.00                  | 491.84                          | 0.00                                    | 1,008.16                     | 32.79          |
| 101-247-714.000                                    | FICA LOCAL SHARE               | 100.00                    | 37.62                           | 0.00                                    | 62.38                        | 37.62          |
| 101-247-900.000                                    | PUBLICATIONS                   | 75.00                     | 33.13                           | 0.00                                    | 41.87                        | 44.17          |
| 101-247-956.000                                    | MISCELLANEOUS                  | 160.00                    | 105.89                          | 0.00                                    | 54.11                        | 66.18          |
| 101-247-958.000                                    | EDUCATION/TRAINING/CONVENTIONS | 250.00                    | 325.00                          | 0.00                                    | (75.00)                      | 130.00         |
| <b>Total Dept 247 - BOARD OF REVIEW</b>            |                                | <b>2,085.00</b>           | <b>993.48</b>                   | <b>0.00</b>                             | <b>1,091.52</b>              | <b>47.65</b>   |
| <b>Dept 253 - TREASURER'S EXPENDITURES</b>         |                                |                           |                                 |   |                              |                |
| 101-253-702.000                                    | SALARIES                       | 29,399.00                 | 27,091.99                       | 3,392.19                                | 2,307.01                     | 92.15          |
| 101-253-703.000                                    | WAGES DEPUTY/SEC/PRT TIME      | 34,588.00                 | 31,874.33                       | 3,990.93                                | 2,713.67                     | 92.15          |
| 101-253-711.000                                    | INSURANCE                      | 4,000.00                  | 3,692.40                        | 461.55                                  | 307.60                       | 92.31          |
| 101-253-714.000                                    | FICA LOCAL SHARE               | 5,100.00                  | 4,793.42                        | 600.12                                  | 306.58                       | 93.99          |

User: LSWANSON

PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                                 | DESCRIPTION                     | 2023-24        |        | YTD BALANCE           | ACTIVITY FOR              |            | AVAILABLE |                    | % BDGT USED |
|---|---------------------------------|----------------|--------|-----------------------|---------------------------|------------|-----------|--------------------|-------------|
|   |                                 | AMENDED BUDGET | NORMAL | 05/31/2024 (ABNORMAL) | MONTH 05/31/2024 INCREASE | (DECREASE) | NORMAL    | (ABNORMAL) BALANCE |             |
| Fund 101 - GENERAL FUND                   |                                 |                |        |                       |                           |            |           |                    |             |
| Expenditures                              |                                 |                |        |                       |                           |            |           |                    |             |
| 101-253-726.000                           | SUPPLIES & POSTAGE              | 5,600.00       |        | 4,265.87              |                           | 25.84      |           | 1,334.13           | 76.18       |
| 101-253-860.000                           | TRAVEL & MILEAGE                | 200.00         |        | 0.00                  |                           | 0.00       |           | 200.00             | 0.00        |
| 101-253-874.000                           | RETIREMENT/PENSION              | 6,000.00       |        | 6,265.90              |                           | 784.47     |           | (265.90)           | 104.43      |
| 101-253-958.000                           | EDUCATION/TRAINING/CONVENTION   | 500.00         |        | 415.00                |                           | 415.00     |           | 85.00              | 83.00       |
| Total Dept 253 - TREASURER'S EXPENDITURES |                                 | 85,387.00      |        | 78,398.91             |                           | 9,670.10   |           | 6,988.09           | 91.82       |
| Dept 257 - ASSESSOR'S EXPENDITURES        |                                 |                |        |                       |                           |            |           |                    |             |
| 101-257-702.000                           | SALARIES                        | 5,830.00       |        | 5,344.13              |                           | 485.83     |           | 485.87             | 91.67       |
| 101-257-714.000                           | FICA LOCAL SHARE                | 450.00         |        | 408.82                |                           | 37.16      |           | 41.18              | 90.85       |
| 101-257-726.000                           | SUPPLIES & POSTAGE              | 3,500.00       |        | 2,784.05              |                           | 16.64      |           | 715.95             | 79.54       |
| 101-257-807.001                           | ASSESSING CONTRACT SERVICES     | 50,540.00      |        | 45,975.00             |                           | 4,525.00   |           | 4,565.00           | 90.97       |
| 101-257-808.004                           | ASSESSOR'S EVALUATION SERVICES  | 3,100.00       |        | 0.00                  |                           | 0.00       |           | 3,100.00           | 0.00        |
| Total Dept 257 - ASSESSOR'S EXPENDITURES  |                                 | 63,420.00      |        | 54,512.00             |                           | 5,064.63   |           | 8,908.00           | 85.95       |
| Dept 262 - ELECTION EXPENDITURES          |                                 |                |        |                       |                           |            |           |                    |             |
| 101-262-702.000                           | SALARIES                        | 12,550.00      |        | 4,834.00              |                           | 0.00       |           | 7,716.00           | 38.52       |
| 101-262-714.000                           | FICA LOCAL SHARE                | 450.00         |        | 0.00                  |                           | 0.00       |           | 450.00             | 0.00        |
| 101-262-726.000                           | SUPPLIES & POSTAGE              | 21,075.00      |        | 15,836.91             |                           | 123.65     |           | 5,238.09           | 75.15       |
| 101-262-802.002                           | ATTORNEY SERVICES               | 0.00           |        | 371.96                |                           | 371.96     |           | (371.96)           | 100.00      |
| 101-262-900.000                           | PUBLICATIONS                    | 350.00         |        | 103.55                |                           | 0.00       |           | 246.45             | 29.59       |
| 101-262-956.000                           | MISCELLANEOUS                   | 0.00           |        | 0.00                  |                           | (371.96)   |           | 0.00               | 0.00        |
| Total Dept 262 - ELECTION EXPENDITURES    |                                 | 34,425.00      |        | 21,146.42             |                           | 123.65     |           | 13,278.58          | 61.43       |
| Dept 265 - TOWNHALL EXPENDITURES          |                                 |                |        |                       |                           |            |           |                    |             |
| 101-265-714.000-500                       | FICA LOCAL SHARE                | 0.00           |        | 16.74                 |                           | 16.74      |           | (16.74)            | 100.00      |
| 101-265-726.000                           | SUPPLIES & POSTAGE              | 3,300.00       |        | 3,401.45              |                           | 227.51     |           | (101.45)           | 103.07      |
| 101-265-851.000                           | CABLE INTERNET SERVICES         | 4,500.00       |        | 4,266.76              |                           | 392.49     |           | 233.24             | 94.82       |
| 101-265-874.000-500                       | RETIREMENT/PENSION              | 0.00           |        | 21.89                 |                           | 21.89      |           | (21.89)            | 100.00      |
| 101-265-920.000                           | ELECTRIC UTILITIES TOWNHALL     | 18,200.00      |        | 12,577.85             |                           | 1,132.90   |           | 5,622.15           | 69.11       |
| 101-265-921.000                           | STREET LIGHTS                   | 12,000.00      |        | 8,965.55              |                           | 1,128.46   |           | 3,034.45           | 74.71       |
| 101-265-922.000                           | DTE GAS                         | 4,000.00       |        | 4,358.27              |                           | 789.88     |           | (358.27)           | 108.96      |
| 101-265-923.000                           | SEWER TOWNSHIP HALL             | 720.00         |        | 691.00                |                           | 0.00       |           | 29.00              | 95.97       |
| 101-265-930.000                           | REPAIRS & MAINT                 | 20,000.00      |        | 9,616.58              |                           | 2,459.57   |           | 10,383.42          | 48.08       |
| 101-265-970.000                           | CAPITAL OUTLAY                  | 20,000.00      |        | 7,537.81              |                           | 0.00       |           | 12,462.19          | 37.69       |
| Total Dept 265 - TOWNHALL EXPENDITURES    |                                 | 82,720.00      |        | 51,453.90             |                           | 6,169.44   |           | 31,266.10          | 62.20       |
| Dept 567 - CEMETARY MAINTENANCE           |                                 |                |        |                       |                           |            |           |                    |             |
| 101-567-726.000                           | SUPPLIES & POSTAGE              | 400.00         |        | 310.65                |                           | 50.20      |           | 89.35              | 77.66       |
| 101-567-810.000                           | CONTRACTED EMPLOYEE SERVICES    | 7,000.00       |        | 2,900.00              |                           | 1,200.00   |           | 4,100.00           | 41.43       |
| 101-567-930.000                           | REPAIRS & MAINT                 | 3,000.00       |        | 2,308.68              |                           | 0.00       |           | 691.32             | 76.96       |
| Total Dept 567 - CEMETARY MAINTENANCE     |                                 | 10,400.00      |        | 5,519.33              |                           | 1,250.20   |           | 4,880.67           | 53.07       |
| Dept 701 - PLANNING & ZONING EXPENDITURES |                                 |                |        |                       |                           |            |           |                    |             |
| 101-701-702.001                           | PLANNING & ZONING ASSISTANT     | 32,610.00      |        | 30,051.29             |                           | 3,762.69   |           | 2,558.71           | 92.15       |
| 101-701-702.002                           | PLANNING & ZONING ADMINISTRATOR | 71,553.00      |        | 65,938.92             |                           | 8,256.12   |           | 5,614.08           | 92.15       |
| 101-701-705.000                           | PER DIEM PLANNING/ZBA           | 11,000.00      |        | 4,180.00              |                           | 660.00     |           | 6,820.00           | 38.00       |



PERIOD ENDING 05/31/2024

| GL NUMBER                                       | DESCRIPTION                      | 2023-24        | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BGDG<br>USED |
|---|----------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
|   |                                  | AMENDED BUDGET | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 101 - GENERAL FUND                         |                                  |                |                                 |   |                              |                |
| Expenditures                                    |                                  |                |                                 |   |                              |                |
| 101-701-711.000                                 | INSURANCE                        | 10,036.00      | 9,330.85                        | 878.42                                  | 705.15                       | 92.97          |
| 101-701-714.000                                 | FICA LOCAL SHARE                 | 8,029.00       | 7,204.15                        | 926.75                                  | 824.85                       | 89.73          |
| 101-701-726.000                                 | SUPPLIES & POSTAGE               | 300.00         | 244.09                          | 103.31                                  | 55.91                        | 81.36          |
| 101-701-726.001                                 | POSTAGE T & A                    | 100.00         | 6.30                            | 0.00                                    | 93.70                        | 6.30           |
| 101-701-802.001                                 | ATTORNEY SERVICES LITIGATION     | 500.00         | 0.00                            | 0.00                                    | 500.00                       | 0.00           |
| 101-701-802.002                                 | ATTORNEY SERVICES                | 18,000.00      | 7,930.96                        | 1,437.50                                | 10,069.04                    | 44.06          |
| 101-701-802.003                                 | ATTORNEY T & A                   | 4,000.00       | 122.50                          | 0.00                                    | 3,877.50                     | 3.06           |
| 101-701-803.000                                 | PLANNER SERVICES                 | 7,000.00       | 5,122.50                        | 3,625.00                                | 1,877.50                     | 73.18          |
| 101-701-803.001                                 | PLANNING CONSULTANT              | 12,500.00      | 3,557.91                        | 320.00                                  | 8,942.09                     | 28.46          |
| 101-701-803.005                                 | PLANNING & CONSULTANT T & A      | 19,400.00      | 17,170.75                       | 4,610.00                                | 2,229.25                     | 88.51          |
| 101-701-803.006                                 | STAFF REVIEW T & A               | 2,500.00       | 700.30                          | 0.00                                    | 1,799.70                     | 28.01          |
| 101-701-804.000                                 | SOFTWARE SUPPORT & PROCESSIN     | 1,000.00       | 699.47                          | 699.47                                  | 300.53                       | 69.95          |
| 101-701-808.003                                 | ENGINEERING SERVICES             | 3,000.00       | 0.00                            | 0.00                                    | 3,000.00                     | 0.00           |
| 101-701-808.004                                 | ENGINEERING SERVICES T&A         | 3,000.00       | 3,580.00                        | 0.00                                    | (580.00)                     | 119.33         |
| 101-701-860.000                                 | TRAVEL & MILEAGE                 | 500.00         | 0.00                            | 0.00                                    | 500.00                       | 0.00           |
| 101-701-874.000                                 | RETIREMENT/PENSION               | 11,000.00      | 9,599.09                        | 1,201.89                                | 1,400.91                     | 87.26          |
| 101-701-900.000                                 | PUBLICATIONS                     | 2,000.00       | 164.10                          | 0.00                                    | 1,835.90                     | 8.21           |
| 101-701-900.001                                 | PUBLICATIONS T & A               | 1,000.00       | 814.95                          | 542.55                                  | 185.05                       | 81.50          |
| 101-701-949.000                                 | RENTAL OF SPACE                  | 300.00         | 500.00                          | 250.00                                  | (200.00)                     | 166.67         |
| 101-701-956.000                                 | MISCELLANEOUS                    | 100.00         | 578.18                          | 0.00                                    | (478.18)                     | 578.18         |
| 101-701-958.000                                 | EDUCATION/TRAINING/CONVENTION    | 2,000.00       | 360.00                          | 0.00                                    | 1,640.00                     | 18.00          |
| 101-701-960.000                                 | dues subscriptions               | 800.00         | 0.00                            | 0.00                                    | 800.00                       | 0.00           |
| 101-701-964.000                                 | REIMBURSEMENTS                   | 2,500.00       | 2,170.89                        | 0.00                                    | 329.11                       | 86.84          |
| Total Dept 701 - PLANNING & ZONING EXPENDITURES |                                  | 224,728.00     | 170,027.20                      | 27,273.70                               | 54,700.80                    | 75.66          |
| Dept 751 - MAINT & PARKS EXPENDITURES           |                                  |                |                                 |   |                              |                |
| 101-751-703.000                                 | WAGES PARK MAINTENANCE-PART TIME | 28,457.00      | 29,935.98                       | 3,491.46                                | (1,478.98)                   | 105.20         |
| 101-751-705.003                                 | PER DIEM PARKS & TRAILS BOARD    | 3,000.00       | 300.00                          | 100.00                                  | 2,700.00                     | 10.00          |
| 101-751-714.000                                 | FICA LOCAL SHARE                 | 2,387.00       | 2,475.99                        | 422.12                                  | (88.99)                      | 103.73         |
| 101-751-726.000                                 | SUPPLIES & POSTAGE               | 0.00           | 267.30                          | 267.30                                  | (267.30)                     | 100.00         |
| 101-751-809.000                                 | CONTRACTOR-LAWN CARE             | 25,000.00      | 15,798.00                       | 0.00                                    | 9,202.00                     | 63.19          |
| 101-751-860.000                                 | TRAVEL & MILEAGE                 | 150.00         | 0.00                            | 0.00                                    | 150.00                       | 0.00           |
| 101-751-874.000                                 | RETIREMENT/PENSION               | 2,820.00       | 3,186.23                        | 541.77                                  | (366.23)                     | 112.99         |
| 101-751-930.000                                 | REPAIRS & MAINT                  | 25,000.00      | 20,754.30                       | 3,143.96                                | 4,245.70                     | 83.02          |
| 101-751-930.001                                 | PARK EQUIP MAINT                 | 1,500.00       | 60.00                           | 0.00                                    | 1,440.00                     | 4.00           |
| 101-751-956.000                                 | MISCELLANEOUS                    | 2,000.00       | 0.00                            | (267.30)                                | 2,000.00                     | 0.00           |
| Total Dept 751 - MAINT & PARKS EXPENDITURES     |                                  | 90,314.00      | 72,777.80                       | 7,699.31                                | 17,536.20                    | 80.58          |
| Dept 865 - INSURANCE                            |                                  |                |                                 |   |                              |                |
| 101-865-711.000                                 | INSURANCE                        | 15,500.00      | 14,291.00                       | 0.00                                    | 1,209.00                     | 92.20          |
| Total Dept 865 - INSURANCE                      |                                  | 15,500.00      | 14,291.00                       | 0.00                                    | 1,209.00                     | 92.20          |
| Dept 901 - CAPITAL IMPROVEMENTS                 |                                  |                |                                 |   |                              |                |
| 101-901-975.000                                 | TWNHALL CAPITAL IMPROVE          | 11,000.00      | 1,316.44                        | 1,316.44                                | 9,683.56                     | 11.97          |
| Total Dept 901 - CAPITAL IMPROVEMENTS           |                                  | 11,000.00      | 1,316.44                        | 1,316.44                                | 9,683.56                     | 11.97          |
| TOTAL EXPENDITURES                              |                                  | 1,032,570.00   | 1,057,635.36                    | 91,410.06                               | (25,065.36)                  | 102.43         |

PERIOD ENDING 05/31/2024

| GL NUMBER                | DESCRIPTION                    | 2023-24        | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|--------------------------|--------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
|                          |                                | AMENDED BUDGET | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 101 - GENERAL FUND  |                                |                |                                 |   |                              |                |
| Fund 101 - GENERAL FUND: |                                |                |                                 |   |                              |                |
|                          | TOTAL REVENUES                 | 1,100,096.00   | 1,211,357.98                    | 23,190.09                               | (111,261.98)                 | 110.11         |
|                          | TOTAL EXPENDITURES             | 1,032,570.00   | 1,057,635.36                    | 91,410.06                               | (25,065.36)                  | 102.43         |
|                          | NET OF REVENUES & EXPENDITURES | 67,526.00      | 153,722.62                      | (68,219.97)                             | (86,196.62)                  | 227.65         |

PERIOD ENDING 05/31/2024

| GL NUMBER                      | DESCRIPTION         | YTD BALANCE               |                                 | ACTIVITY FOR<br>MONTH 05/31/2024<br>INCREASE (DECREASE) | AVAILABLE<br>BALANCE |               | % BDGT<br>USED |
|--------------------------------|---------------------|---------------------------|---------------------------------|---|----------------------|---------------|----------------|
|                                |                     | 2023-24<br>AMENDED BUDGET | 05/31/2024<br>NORMAL (ABNORMAL) |   | NORMAL               | (ABNORMAL)    |                |
| Fund 206 - FIRE FUND           |                     |                           |                                 |   |                      |               |                |
| Revenues                       |                     |                           |                                 |   |                      |               |                |
| Dept 000                       |                     |                           |                                 |   |                      |               |                |
| 206-000-402.000                | CURRENT TAXES       | 1,147,393.00              | 1,150,717.21                    | 0.00  | (3,324.21)           | 100.29        |                |
| Total Dept 000                 |                     | <u>1,147,393.00</u>       | <u>1,150,717.21</u>             | <u>0.00</u>   | <u>(3,324.21)</u>    | <u>100.29</u> |                |
| TOTAL REVENUES                 |                     | <u>1,147,393.00</u>       | <u>1,150,717.21</u>             | <u>0.00</u>   | <u>(3,324.21)</u>    | <u>100.29</u> |                |
| Expenditures                   |                     |                           |                                 |   |                      |               |                |
| Dept 000                       |                     |                           |                                 |   |                      |               |                |
| 206-000-805.000                | METRO FIRE CONTRACT | 1,147,393.00              | 1,200,463.67                    | 0.00  | (53,070.67)          | 104.63        |                |
| Total Dept 000                 |                     | <u>1,147,393.00</u>       | <u>1,200,463.67</u>             | <u>0.00</u>   | <u>(53,070.67)</u>   | <u>104.63</u> |                |
| TOTAL EXPENDITURES             |                     | <u>1,147,393.00</u>       | <u>1,200,463.67</u>             | <u>0.00</u>   | <u>(53,070.67)</u>   | <u>104.63</u> |                |
| Fund 206 - FIRE FUND:          |                     |                           |                                 |   |                      |               |                |
| TOTAL REVENUES                 |                     | 1,147,393.00              | 1,150,717.21                    | 0.00  | (3,324.21)           | 100.29        |                |
| TOTAL EXPENDITURES             |                     | <u>1,147,393.00</u>       | <u>1,200,463.67</u>             | <u>0.00</u>   | <u>(53,070.67)</u>   | <u>104.63</u> |                |
| NET OF REVENUES & EXPENDITURES |                     | 0.00                      | (49,746.46)                     | 0.00  | 49,746.46            | 100.00        |                |

User: LSWANSON

PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                      | DESCRIPTION                 | 2023-24        | YTD BALANCE       | ACTIVITY FOR        | AVAILABLE         | % BDGT USED |
|--------------------------------|-----------------------------|----------------|-------------------|---------------------|-------------------|-------------|
|                                |                             | AMENDED BUDGET | 05/31/2024        | MONTH 05/31/2024    | BALANCE           |             |
|                                |                             |                | NORMAL (ABNORMAL) | INCREASE (DECREASE) | NORMAL (ABNORMAL) |             |
| Fund 207 - POLICE PROTECTION   |                             |                |                   |                     |                   |             |
| Revenues                       |                             |                |                   |                     |                   |             |
| Dept 000                       |                             |                |                   |                     |                   |             |
| 207-000-402.000                | CURRENT PROPERTY TAXES      | 104,347.00     | 104,597.21        | 0.00                | (250.21)          | 100.24      |
| 207-000-699.000                | TRANSFER IN                 | 11,000.00      | 0.00              | 0.00                | 11,000.00         | 0.00        |
| Total Dept 000                 |                             | 115,347.00     | 104,597.21        | 0.00                | 10,749.79         | 90.68       |
| TOTAL REVENUES                 |                             | 115,347.00     | 104,597.21        | 0.00                | 10,749.79         | 90.68       |
| Expenditures                   |                             |                |                   |                     |                   |             |
| Dept 000                       |                             |                |                   |                     |                   |             |
| 207-000-806.000                | COMMUNITY POLICING CONTRACT | 94,000.00      | 74,170.78         | 0.00                | 19,829.22         | 78.91       |
| 207-000-956.000                | MISCELLANEOUS               | 1,500.00       | 1,500.00          | 0.00                | 0.00              | 100.00      |
| Total Dept 000                 |                             | 95,500.00      | 75,670.78         | 0.00                | 19,829.22         | 79.24       |
| TOTAL EXPENDITURES             |                             | 95,500.00      | 75,670.78         | 0.00                | 19,829.22         | 79.24       |
| Fund 207 - POLICE PROTECTION:  |                             |                |                   |                     |                   |             |
| TOTAL REVENUES                 |                             | 115,347.00     | 104,597.21        | 0.00                | 10,749.79         | 90.68       |
| TOTAL EXPENDITURES             |                             | 95,500.00      | 75,670.78         | 0.00                | 19,829.22         | 79.24       |
| NET OF REVENUES & EXPENDITURES |                             | 19,847.00      | 28,926.43         | 0.00                | (9,079.43)        | 145.75      |

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PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                      | DESCRIPTION                  | 2023-24        | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|--------------------------------|------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
|                                |                              | AMENDED BUDGET | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 208 - PARK FUND           |                              |                |                                 |   |                              |                |
| Revenues                       |                              |                |                                 |   |                              |                |
| Dept 000                       |                              |                |                                 |   |                              |                |
| 208-000-674.000                | CONTRIBUTIONS FROM RESIDENTS | 3,000.00       | 14,980.08                       | 976.00                                  | (11,980.08)                  | 499.34         |
| 208-000-680.001                | ENDOWMENT-BAYSIDE            | 10,500.00      | 11,160.00                       | 0.00                                    | (660.00)                     | 106.29         |
| Total Dept 000                 |                              | 13,500.00      | 26,140.08                       | 976.00                                  | (12,640.08)                  | 193.63         |
| TOTAL REVENUES                 |                              | 13,500.00      | 26,140.08                       | 976.00                                  | (12,640.08)                  | 193.63         |
| Expenditures                   |                              |                |                                 |   |                              |                |
| Dept 000                       |                              |                |                                 |   |                              |                |
| 208-000-930.000                | REPAIRS & MAINT              | 5,000.00       | 454.00                          | 0.00                                    | 4,546.00                     | 9.08           |
| Total Dept 000                 |                              | 5,000.00       | 454.00                          | 0.00                                    | 4,546.00                     | 9.08           |
| TOTAL EXPENDITURES             |                              | 5,000.00       | 454.00                          | 0.00                                    | 4,546.00                     | 9.08           |
| Fund 208 - PARK FUND:          |                              |                |                                 |   |                              |                |
| TOTAL REVENUES                 |                              | 13,500.00      | 26,140.08                       | 976.00                                  | (12,640.08)                  | 193.63         |
| TOTAL EXPENDITURES             |                              | 5,000.00       | 454.00                          | 0.00                                    | 4,546.00                     | 9.08           |
| NET OF REVENUES & EXPENDITURES |                              | 8,500.00       | 25,686.08                       | 976.00                                  | (17,186.08)                  | 302.19         |

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PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                      | DESCRIPTION                  | 2023-24<br>AMENDED BUDGET | YTD BALANCE<br>05/31/2024<br>NORMAL (ABNORMAL) | ACTIVITY FOR<br>MONTH 05/31/2024<br>INCREASE (DECREASE) | AVAILABLE<br>BALANCE<br>NORMAL (ABNORMAL) | % BDGT<br>USED |
|--------------------------------|------------------------------|---------------------------|--|---|---|----------------|
| Fund 210 - AMBULANCE FUND      |                              |                           |  |   |   |                |
| Revenues                       |                              |                           |  |   |   |                |
| Dept 000                       |                              |                           |  |   |   |                |
| 210-000-402.000                | CURRENT PROPERTY TAXES       | 229,446.00                | 218,826.74                                     | 0.00  | 10,619.26                                 | 95.37          |
| Total Dept 000                 |                              | 229,446.00                | 218,826.74                                     | 0.00  | 10,619.26                                 | 95.37          |
| TOTAL REVENUES                 |                              | 229,446.00                | 218,826.74                                     | 0.00  | 10,619.26                                 | 95.37          |
| Expenditures                   |                              |                           |  |   |   |                |
| Dept 000                       |                              |                           |  |   |   |                |
| 210-000-810.000                | CONTRACTED EMPLOYEE SERVICES | 185,000.00                | 321,100.00                                     | 114,300.00  | (136,100.00)                              | 173.57         |
| Total Dept 000                 |                              | 185,000.00                | 321,100.00                                     | 114,300.00  | (136,100.00)                              | 173.57         |
| TOTAL EXPENDITURES             |                              | 185,000.00                | 321,100.00                                     | 114,300.00  | (136,100.00)                              | 173.57         |
| Fund 210 - AMBULANCE FUND:     |                              |                           |  |   |   |                |
| TOTAL REVENUES                 |                              | 229,446.00                | 218,826.74                                     | 0.00  | 10,619.26                                 | 95.37          |
| TOTAL EXPENDITURES             |                              | 185,000.00                | 321,100.00                                     | 114,300.00  | (136,100.00)                              | 173.57         |
| NET OF REVENUES & EXPENDITURES |                              | 44,446.00                 | (102,273.26)                                   | (114,300.00)  | 146,719.26                                | 230.11         |

PERIOD ENDING 05/31/2024

| GL NUMBER                      | DESCRIPTION                   | 2023-24        | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|--------------------------------|-------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
|                                |                               | AMENDED BUDGET | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 212 - LIQUOR FUND         |                               |                |                                 |   |                              |                |
| Revenues                       |                               |                |                                 |   |                              |                |
| Dept 000                       |                               |                |                                 |   |                              |                |
| 212-000-478.000                | LIQUOR LICENSE FEES           | 12,000.00      | 22,445.50                       | 10,464.85                               | (10,445.50)                  | 187.05         |
| Total Dept 000                 |                               | 12,000.00      | 22,445.50                       | 10,464.85                               | (10,445.50)                  | 187.05         |
| TOTAL REVENUES                 |                               | 12,000.00      | 22,445.50                       | 10,464.85                               | (10,445.50)                  | 187.05         |
| Expenditures                   |                               |                |                                 |   |                              |                |
| Dept 000                       |                               |                |                                 |   |                              |                |
| 212-000-995.000                | TRANSFER TO OTHER FUNDS (OUT) | 11,000.00      | 0.00                            | 0.00                                    | 11,000.00                    | 0.00           |
| Total Dept 000                 |                               | 11,000.00      | 0.00                            | 0.00                                    | 11,000.00                    | 0.00           |
| TOTAL EXPENDITURES             |                               | 11,000.00      | 0.00                            | 0.00                                    | 11,000.00                    | 0.00           |
| Fund 212 - LIQUOR FUND:        |                               |                |                                 |   |                              |                |
| TOTAL REVENUES                 |                               | 12,000.00      | 22,445.50                       | 10,464.85                               | (10,445.50)                  | 187.05         |
| TOTAL EXPENDITURES             |                               | 11,000.00      | 0.00                            | 0.00                                    | 11,000.00                    | 0.00           |
| NET OF REVENUES & EXPENDITURES |                               | 1,000.00       | 22,445.50                       | 10,464.85                               | (21,445.50)                  | 2,244.55       |

User: LSWANSON

PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                         | DESCRIPTION                   | 2023-24        |        | YTD BALANCE              | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|-----------------------------------|-------------------------------|----------------|--------|--------------------------|---|------------------------------|----------------|
|                                   |                               | AMENDED BUDGET | NORMAL | 05/31/2024<br>(ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 225 - FARMLAND PRESERVATION  |                               |                |        |                          |   |                              |                |
| Revenues                          |                               |                |        |                          |   |                              |                |
| Dept 000                          |                               |                |        |                          |   |                              |                |
| 225-000-402.000                   | CURRENT PROPERTY TAXES        | 309,700.00     |        | 310,491.76               | 0.00                                    | (791.76)                     | 100.26         |
| 225-000-665.000                   | PENALTIES& INTEREST           | 600.00         |        | 43.51                    | 0.00                                    | 556.49                       | 7.25           |
| Total Dept 000                    |                               | 310,300.00     |        | 310,535.27               | 0.00                                    | (235.27)                     | 100.08         |
| TOTAL REVENUES                    |                               | 310,300.00     |        | 310,535.27               | 0.00                                    | (235.27)                     | 100.08         |
| Expenditures                      |                               |                |        |                          |   |                              |                |
| Dept 000                          |                               |                |        |                          |   |                              |                |
| 225-000-802.002                   | ATTORNEY SERVICES             | 8,000.00       |        | 2,386.00                 | 787.50                                  | 5,614.00                     | 29.83          |
| 225-000-810.000                   | CONTRACTED EMPLOYEE SERVICES  | 35,000.00      |        | 5,000.00                 | 0.00                                    | 30,000.00                    | 14.29          |
| 225-000-811.000                   | APPRAISAL EXPENSES            | 8,200.00       |        | 4,955.00                 | 0.00                                    | 3,245.00                     | 60.43          |
| 225-000-963.000                   | BANK CHARGES                  | 0.00           |        | 150.00                   | 0.00                                    | (150.00)                     | 100.00         |
| 225-000-967.000                   | CLOSING EXPENSES              | 15,000.00      |        | 1,292.00                 | 0.00                                    | 13,708.00                    | 8.61           |
| 225-000-991.225                   | PDR OPTION PAYMENTS TO LANDOW | 240,000.00     |        | 201,977.00               | 0.00                                    | 38,023.00                    | 84.16          |
| Total Dept 000                    |                               | 306,200.00     |        | 215,760.00               | 787.50                                  | 90,440.00                    | 70.46          |
| TOTAL EXPENDITURES                |                               | 306,200.00     |        | 215,760.00               | 787.50                                  | 90,440.00                    | 70.46          |
| Fund 225 - FARMLAND PRESERVATION: |                               |                |        |                          |   |                              |                |
| TOTAL REVENUES                    |                               | 310,300.00     |        | 310,535.27               | 0.00                                    | (235.27)                     | 100.08         |
| TOTAL EXPENDITURES                |                               | 306,200.00     |        | 215,760.00               | 787.50                                  | 90,440.00                    | 70.46          |
| NET OF REVENUES & EXPENDITURES    |                               | 4,100.00       |        | 94,775.27                | (787.50)                                | (90,675.27)                  | 2,311.59       |



PERIOD ENDING 05/31/2024

| GL NUMBER                      | DESCRIPTION                   | 2023-24        | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|--------------------------------|-------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
|                                |                               | AMENDED BUDGET | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 282 - ARPA                |                               |                |                                 |   |                              |                |
| Revenues                       |                               |                |                                 |   |                              |                |
| Dept 000                       |                               |                |                                 |   |                              |                |
| 282-000-573.000                | FEDERAL GRANT (ARPA)          | 497,700.18     | 497,700.36                      | 0.00                                    | (0.18)                       | 100.00         |
| Total Dept 000                 |                               | 497,700.18     | 497,700.36                      | 0.00                                    | (0.18)                       | 100.00         |
| TOTAL REVENUES                 |                               | 497,700.18     | 497,700.36                      | 0.00                                    | (0.18)                       | 100.00         |
| Expenditures                   |                               |                |                                 |   |                              |                |
| Dept 000                       |                               |                |                                 |   |                              |                |
| 282-000-995.000                | TRANSFER TO OTHER FUNDS (OUT) | 497,700.18     | 497,700.18                      | 0.00                                    | 0.00                         | 100.00         |
| Total Dept 000                 |                               | 497,700.18     | 497,700.18                      | 0.00                                    | 0.00                         | 100.00         |
| TOTAL EXPENDITURES             |                               | 497,700.18     | 497,700.18                      | 0.00                                    | 0.00                         | 100.00         |
| Fund 282 - ARPA:               |                               |                |                                 |   |                              |                |
| TOTAL REVENUES                 |                               | 497,700.18     | 497,700.36                      | 0.00                                    | (0.18)                       | 100.00         |
| TOTAL EXPENDITURES             |                               | 497,700.18     | 497,700.18                      | 0.00                                    | 0.00                         | 100.00         |
| NET OF REVENUES & EXPENDITURES |                               | 0.00           | 0.18                            | 0.00                                    | (0.18)                       | 100.00         |

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PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                           | DESCRIPTION             | 2023-24        | YTD BALANCE       | ACTIVITY FOR        | AVAILABLE         | % BDGT      |
|-------------------------------------|-------------------------|----------------|-------------------|---------------------|-------------------|-------------|
|                                     |                         | AMENDED BUDGET | 05/31/2024        | MONTH 05/31/2024    | BALANCE           |             |
|                                     |                         |                | NORMAL (ABNORMAL) | INCREASE (DECREASE) | NORMAL (ABNORMAL) | USED        |
| Fund 401 - SHORELINE PRESERVATION   |                         |                |                   |                     |                   |             |
| Revenues                            |                         |                |                   |                     |                   |             |
| Dept 000                            |                         |                |                   |                     |                   |             |
| 401-000-665.000                     | INTEREST ON INVESTMENTS | 1.00           | 0.02              | 0.00                | 0.98              | 2.00        |
| Total Dept 000                      |                         | <u>1.00</u>    | <u>0.02</u>       | <u>0.00</u>         | <u>0.98</u>       | <u>2.00</u> |
| TOTAL REVENUES                      |                         | <u>1.00</u>    | <u>0.02</u>       | <u>0.00</u>         | <u>0.98</u>       | <u>2.00</u> |
| Fund 401 - SHORELINE PRESERVATION : |                         |                |                   |                     |                   |             |
| TOTAL REVENUES                      |                         | 1.00           | 0.02              | 0.00                | 0.98              | 2.00        |
| TOTAL EXPENDITURES                  |                         | 0.00           | 0.00              | 0.00                | 0.00              | 0.00        |
| NET OF REVENUES & EXPENDITURES      |                         | 1.00           | 0.02              | 0.00                | 0.98              | 2.00        |

PERIOD ENDING 05/31/2024

| GL NUMBER                         | DESCRIPTION                             | 2023-24             | YTD BALANCE        | ACTIVITY FOR        | AVAILABLE           | % BDGT<br>USED |
|-----------------------------------|---|---------------------|--------------------|---------------------|---------------------|----------------|
|                                   |   | AMENDED BUDGET      | 05/31/2024         | MONTH 05/31/2024    | BALANCE             |                |
|                                   |   |                     | NORMAL (ABNORMAL)  | INCREASE (DECREASE) | NORMAL (ABNORMAL)   |                |
| Fund 405 - NAKWEMA TRAILWAY FUND  |   |                     |                    |                     |                     |                |
| Revenues                          |   |                     |                    |                     |                     |                |
| Dept 000                          |   |                     |                    |                     |                     |                |
| 405-000-566.000                   | MI NATIONAL RESOURCE TRUST- STATE GRANT | 140,909.00          | 0.00               | 0.00                | 140,909.00          | 0.00           |
| 405-000-674.001                   | TART TRAIL                              | 27,700.00           | 0.00               | 0.00                | 27,700.00           | 0.00           |
| Total Dept 000                    |   | <u>168,609.00</u>   | <u>0.00</u>        | <u>0.00</u>         | <u>168,609.00</u>   | <u>0.00</u>    |
| TOTAL REVENUES                    |   | <u>168,609.00</u>   | <u>0.00</u>        | <u>0.00</u>         | <u>168,609.00</u>   | <u>0.00</u>    |
| Expenditures                      |   |                     |                    |                     |                     |                |
| Dept 000                          |   |                     |                    |                     |                     |                |
| 405-000-995.000                   | TRANSFER TO OTHER FUNDS (OUT)           | 300,000.00          | 0.00               | 0.00                | 300,000.00          | 0.00           |
| 405-000-998.001                   | MAINTENANCE-ACT                         | 0.00                | (27,500.00)        | (27,500.00)         | 27,500.00           | 100.00         |
| Total Dept 000                    |   | <u>300,000.00</u>   | <u>(27,500.00)</u> | <u>(27,500.00)</u>  | <u>327,500.00</u>   | <u>(9.17)</u>  |
| TOTAL EXPENDITURES                |   | <u>300,000.00</u>   | <u>(27,500.00)</u> | <u>(27,500.00)</u>  | <u>327,500.00</u>   | <u>(9.17)</u>  |
| Fund 405 - NAKWEMA TRAILWAY FUND: |   |                     |                    |                     |                     |                |
| TOTAL REVENUES                    |   | 168,609.00          | 0.00               | 0.00                | 168,609.00          | 0.00           |
| TOTAL EXPENDITURES                |   | 300,000.00          | (27,500.00)        | (27,500.00)         | 327,500.00          | 9.17           |
| NET OF REVENUES & EXPENDITURES    |   | <u>(131,391.00)</u> | <u>27,500.00</u>   | <u>27,500.00</u>    | <u>(158,891.00)</u> | <u>20.93</u>   |

User: LSWANSON

PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                            | DESCRIPTION            | 2023-24        | YTD BALANCE       | ACTIVITY FOR        | AVAILABLE         | % BDGT |
|--------------------------------------|------------------------|----------------|-------------------|---------------------|-------------------|--------|
|                                      |                        | AMENDED BUDGET | 05/31/2024        | MONTH 05/31/2024    | BALANCE           |        |
|                                      |                        |                | NORMAL (ABNORMAL) | INCREASE (DECREASE) | NORMAL (ABNORMAL) | USED   |
| Fund 406 - #2 NAKWEMA TRAILWAY FUND  |                        |                |                   |                     |                   |        |
| Revenues                             |                        |                |                   |                     |                   |        |
| Dept 000                             |                        |                |                   |                     |                   |        |
| 406-000-679.000                      | GRAND TRAVERSE BAND 2% | 25,000.00      | 0.00              | 0.00                | 25,000.00         | 0.00   |
| Total Dept 000                       |                        | 25,000.00      | 0.00              | 0.00                | 25,000.00         | 0.00   |
| TOTAL REVENUES                       |                        | 25,000.00      | 0.00              | 0.00                | 25,000.00         | 0.00   |
| Expenditures                         |                        |                |                   |                     |                   |        |
| Dept 000                             |                        |                |                   |                     |                   |        |
| 406-000-808.000                      | ENGINEERING SERVICES   | 20,000.00      | 0.00              | 0.00                | 20,000.00         | 0.00   |
| Total Dept 000                       |                        | 20,000.00      | 0.00              | 0.00                | 20,000.00         | 0.00   |
| TOTAL EXPENDITURES                   |                        | 20,000.00      | 0.00              | 0.00                | 20,000.00         | 0.00   |
| Fund 406 - #2 NAKWEMA TRAILWAY FUND: |                        |                |                   |                     |                   |        |
| TOTAL REVENUES                       |                        | 25,000.00      | 0.00              | 0.00                | 25,000.00         | 0.00   |
| TOTAL EXPENDITURES                   |                        | 20,000.00      | 0.00              | 0.00                | 20,000.00         | 0.00   |
| NET OF REVENUES & EXPENDITURES       |                        | 5,000.00       | 0.00              | 0.00                | 5,000.00          | 0.00   |

PERIOD ENDING 05/31/2024

| GL NUMBER                      | DESCRIPTION                   | 2023-24        | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|--------------------------------|-------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
|                                |                               | AMENDED BUDGET | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 407 - BERTHA VOS          |                               |                |                                 |   |                              |                |
| Revenues                       |                               |                |                                 |   |                              |                |
| Dept 000                       |                               |                |                                 |   |                              |                |
| 407-000-676.000                | REIMBURSEMENTS                | 0.00           | 5,000.00                        | 0.00                                    | (5,000.00)                   | 100.00         |
| 407-000-699.000                | TRANSFER IN                   | 60,000.00      | 0.00                            | 0.00                                    | 60,000.00                    | 0.00           |
| Total Dept 000                 |                               | 60,000.00      | 5,000.00                        | 0.00                                    | 55,000.00                    | 8.33           |
| TOTAL REVENUES                 |                               | 60,000.00      | 5,000.00                        | 0.00                                    | 55,000.00                    | 8.33           |
| Expenditures                   |                               |                |                                 |   |                              |                |
| Dept 000                       |                               |                |                                 |   |                              |                |
| 407-000-802.002                | ATTORNEY SERVICES             | 10,000.00      | 14,990.00                       | 160.00                                  | (4,990.00)                   | 149.90         |
| 407-000-803.000                | PLANNER SERVICES              | 5,000.00       | 0.00                            | 0.00                                    | 5,000.00                     | 0.00           |
| 407-000-832.000                | CONTRACT SERVICES             | 40,000.00      | 0.00                            | 0.00                                    | 40,000.00                    | 0.00           |
| 407-000-995.000                | TRANSFER TO OTHER FUNDS (OUT) | 0.00           | 36,700.00                       | 0.00                                    | (36,700.00)                  | 100.00         |
| Total Dept 000                 |                               | 55,000.00      | 51,690.00                       | 160.00                                  | 3,310.00                     | 93.98          |
| TOTAL EXPENDITURES             |                               | 55,000.00      | 51,690.00                       | 160.00                                  | 3,310.00                     | 93.98          |
| Fund 407 - BERTHA VOS :        |                               |                |                                 |   |                              |                |
| TOTAL REVENUES                 |                               | 60,000.00      | 5,000.00                        | 0.00                                    | 55,000.00                    | 8.33           |
| TOTAL EXPENDITURES             |                               | 55,000.00      | 51,690.00                       | 160.00                                  | 3,310.00                     | 93.98          |
| NET OF REVENUES & EXPENDITURES |                               | 5,000.00       | (46,690.00)                     | (160.00)                                | 51,690.00                    | 933.80         |

User: LSWANSON

PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                         | DESCRIPTION                   | 2023-24        | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|-----------------------------------|-------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
|                                   |                               | AMENDED BUDGET | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 408 - TOWNHALL-6100 US 31 N  |                               |                |                                 |   |                              |                |
| Revenues                          |                               |                |                                 |   |                              |                |
| Dept 000                          |                               |                |                                 |   |                              |                |
| 408-000-699.000                   | TRANSFER IN                   | 804,400.18     | 804,400.18                      | 0.00                                    | 0.00                         | 100.00         |
| Total Dept 000                    |                               | 804,400.18     | 804,400.18                      | 0.00                                    | 0.00                         | 100.00         |
| TOTAL REVENUES                    |                               | 804,400.18     | 804,400.18                      | 0.00                                    | 0.00                         | 100.00         |
| Expenditures                      |                               |                |                                 |   |                              |                |
| Dept 000                          |                               |                |                                 |   |                              |                |
| 408-000-802.002                   | ATTORNEY SERVICES             | 5,000.00       | 7,030.00                        | 0.00                                    | (2,030.00)                   | 140.60         |
| 408-000-808.000                   | ENGINEERING SERVICES          | 25,000.00      | 37,824.25                       | 25,593.25                               | (12,824.25)                  | 151.30         |
| 408-000-832.000                   | CONTRACT SERVICES             | 5,000.00       | 8,080.00                        | 0.00                                    | (3,080.00)                   | 161.60         |
| 408-000-967.000                   | PROJ COSTS CLOSING COSTS      | 2,500.00       | 313.25                          | 0.00                                    | 2,186.75                     | 12.53          |
| 408-000-970.000                   | CAPITAL OUTLAY                | 765,200.18     | 688,674.64                      | 0.00                                    | 76,525.54                    | 90.00          |
| 408-000-995.000                   | TRANSFER TO OTHER FUNDS (OUT) | 0.00           | 5,000.00                        | 0.00                                    | (5,000.00)                   | 100.00         |
| Total Dept 000                    |                               | 802,700.18     | 746,922.14                      | 25,593.25                               | 55,778.04                    | 93.05          |
| TOTAL EXPENDITURES                |                               | 802,700.18     | 746,922.14                      | 25,593.25                               | 55,778.04                    | 93.05          |
| Fund 408 - TOWNHALL-6100 US 31 N: |                               |                |                                 |   |                              |                |
| TOTAL REVENUES                    |                               | 804,400.18     | 804,400.18                      | 0.00                                    | 0.00                         | 100.00         |
| TOTAL EXPENDITURES                |                               | 802,700.18     | 746,922.14                      | 25,593.25                               | 55,778.04                    | 93.05          |
| NET OF REVENUES & EXPENDITURES    |                               | 1,700.00       | 57,478.04                       | (25,593.25)                             | (55,778.04)                  | 3,381.06       |

PERIOD ENDING 05/31/2024

| GL NUMBER                            | DESCRIPTION           | 2023-24        | YTD BALANCE       | ACTIVITY FOR        | AVAILABLE         | % BDGT<br>USED |
|--------------------------------------|-----------------------|----------------|-------------------|---------------------|-------------------|----------------|
|                                      |                       | AMENDED BUDGET | 05/31/2024        | MONTH 05/31/2024    | BALANCE           |                |
|                                      |                       |                | NORMAL (ABNORMAL) | INCREASE (DECREASE) | NORMAL (ABNORMAL) |                |
| Fund 590 - ACME RELIEF SEWER         |                       |                |                   |                     |                   |                |
| Revenues                             |                       |                |                   |                     |                   |                |
| Dept 000                             |                       |                |                   |                     |                   |                |
| 590-000-492.000                      | USAGE&CONNECTION FEES | 902,640.00     | 973,268.40        | 94,081.69           | (70,628.40)       | 107.82         |
| 590-000-633.000                      | REPLACEMENT           | 2,500.00       | 0.00              | 0.00                | 2,500.00          | 0.00           |
| 590-000-634.000                      | IMPROVEMENTS          | 25,000.00      | 0.00              | 0.00                | 25,000.00         | 0.00           |
| 590-000-665.000                      | INTEREST & FEES       | 2,600.00       | 806.23            | 0.00                | 1,793.77          | 31.01          |
| Total Dept 000                       |                       | 932,740.00     | 974,074.63        | 94,081.69           | (41,334.63)       | 104.43         |
| Dept 550 - HOPE VILLAGE- WATER       |                       |                |                   |                     |                   |                |
| 590-550-665.000                      | PENALTIES& INTEREST   | 0.00           | 2,374.59          | 551.86              | (2,374.59)        | 100.00         |
| Total Dept 550 - HOPE VILLAGE- WATER |                       | 0.00           | 2,374.59          | 551.86              | (2,374.59)        | 100.00         |
| TOTAL REVENUES                       |                       | 932,740.00     | 976,449.22        | 94,633.55           | (43,709.22)       | 104.69         |
| Expenditures                         |                       |                |                   |                     |                   |                |
| Dept 000                             |                       |                |                   |                     |                   |                |
| 590-000-808.003                      | ENGINEERING SERVICES  | 70,000.00      | 46,930.00         | 900.00              | 23,070.00         | 67.04          |
| 590-000-930.000                      | OPERATING & MAINT EXP | 600,000.00     | 570,982.28        | 58,386.64           | 29,017.72         | 95.16          |
| 590-000-930.002                      | HOCH ROAD #697 EXP    | 0.00           | 385.24            | 80.67               | (385.24)          | 100.00         |
| 590-000-963.000                      | BANK CHARGES          | 15.00          | 239.15            | 28.55               | (224.15)          | 1,594.33       |
| Total Dept 000                       |                       | 670,015.00     | 618,536.67        | 59,395.86           | 51,478.33         | 92.32          |
| TOTAL EXPENDITURES                   |                       | 670,015.00     | 618,536.67        | 59,395.86           | 51,478.33         | 92.32          |
| Fund 590 - ACME RELIEF SEWER:        |                       |                |                   |                     |                   |                |
| TOTAL REVENUES                       |                       | 932,740.00     | 976,449.22        | 94,633.55           | (43,709.22)       | 104.69         |
| TOTAL EXPENDITURES                   |                       | 670,015.00     | 618,536.67        | 59,395.86           | 51,478.33         | 92.32          |
| NET OF REVENUES & EXPENDITURES       |                       | 262,725.00     | 357,912.55        | 35,237.69           | (95,187.55)       | 136.23         |

User: LSWANSON

PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                            | DESCRIPTION           | 2023-24        | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|--------------------------------------|-----------------------|----------------|---------------------------------|---|------------------------------|----------------|
|                                      |                       | AMENDED BUDGET | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 591 - WATER FUND- HOPE VILLAGE  |                       |                |                                 |   |                              |                |
| Revenues                             |                       |                |                                 |   |                              |                |
| Dept 550 - HOPE VILLAGE- WATER       |                       |                |                                 |   |                              |                |
| 591-550-492.000                      | USAGE&CONNECTION FEES | 14,749.00      | 12,414.52                       | 1,229.16                                | 2,334.48                     | 84.17          |
| 591-550-665.000                      | PENALTIES& INTEREST   | 0.00           | 79.22                           | 6.79                                    | (79.22)                      | 100.00         |
| Total Dept 550 - HOPE VILLAGE- WATER |                       | 14,749.00      | 12,493.74                       | 1,235.95                                | 2,255.26                     | 84.71          |
| TOTAL REVENUES                       |                       | 14,749.00      | 12,493.74                       | 1,235.95                                | 2,255.26                     | 84.71          |
| Expenditures                         |                       |                |                                 |   |                              |                |
| Dept 550 - HOPE VILLAGE- WATER       |                       |                |                                 |   |                              |                |
| 591-550-930.000                      | OPERATING & MAINT EXP | 12,700.00      | 14,433.40                       | 1,080.80                                | (1,733.40)                   | 113.65         |
| 591-550-963.000                      | BANK CHARGES          | 0.00           | 7.42                            | 0.37                                    | (7.42)                       | 100.00         |
| Total Dept 550 - HOPE VILLAGE- WATER |                       | 12,700.00      | 14,440.82                       | 1,081.17                                | (1,740.82)                   | 113.71         |
| TOTAL EXPENDITURES                   |                       | 12,700.00      | 14,440.82                       | 1,081.17                                | (1,740.82)                   | 113.71         |
| Fund 591 - WATER FUND- HOPE VILLAGE: |                       |                |                                 |   |                              |                |
| TOTAL REVENUES                       |                       | 14,749.00      | 12,493.74                       | 1,235.95                                | 2,255.26                     | 84.71          |
| TOTAL EXPENDITURES                   |                       | 12,700.00      | 14,440.82                       | 1,081.17                                | (1,740.82)                   | 113.71         |
| NET OF REVENUES & EXPENDITURES       |                       | 2,049.00       | (1,947.08)                      | 154.78                                  | 3,996.08                     | 95.03          |



PERIOD ENDING 05/31/2024

| GL NUMBER                      | DESCRIPTION             | 2023-24        | YTD BALANCE       | ACTIVITY FOR        | AVAILABLE         | % BDGT |
|--------------------------------|-------------------------|----------------|-------------------|---------------------|-------------------|--------|
|                                |                         | AMENDED BUDGET | 05/31/2024        | MONTH 05/31/2024    | BALANCE           |        |
|                                |                         |                | NORMAL (ABNORMAL) | INCREASE (DECREASE) | NORMAL (ABNORMAL) | USED   |
| Fund 701 - TRUST AND AGENCY    |                         |                |                   |                     |                   |        |
| Revenues                       |                         |                |                   |                     |                   |        |
| Dept 000                       |                         |                |                   |                     |                   |        |
| 701-000-665.000                | INTEREST ON INVESTMENTS | 0.00           | 0.04              | 0.00                | (0.04)            | 100.00 |
| Total Dept 000                 |                         | 0.00           | 0.04              | 0.00                | (0.04)            | 100.00 |
| TOTAL REVENUES                 |                         | 0.00           | 0.04              | 0.00                | (0.04)            | 100.00 |
| Fund 701 - TRUST AND AGENCY:   |                         |                |                   |                     |                   |        |
| TOTAL REVENUES                 |                         | 0.00           | 0.04              | 0.00                | (0.04)            | 100.00 |
| TOTAL EXPENDITURES             |                         | 0.00           | 0.00              | 0.00                | 0.00              | 0.00   |
| NET OF REVENUES & EXPENDITURES |                         | 0.00           | 0.04              | 0.00                | (0.04)            | 100.00 |

User: LSWANSON

PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                          | DESCRIPTION            | 2023-24        | YTD BALANCE       | ACTIVITY FOR        | AVAILABLE         | % BDGT |
|------------------------------------|------------------------|----------------|-------------------|---------------------|-------------------|--------|
|                                    |                        | AMENDED BUDGET | 05/31/2024        | MONTH 05/31/2024    | BALANCE           |        |
|                                    |                        |                | NORMAL (ABNORMAL) | INCREASE (DECREASE) | NORMAL (ABNORMAL) | USED   |
| Fund 703 - CURRENT TAX COLLECTION  |                        |                |                   |                     |                   |        |
| Revenues                           |                        |                |                   |                     |                   |        |
| Dept 000                           |                        |                |                   |                     |                   |        |
| 703-000-676.000                    | REIMBURSEMENTS         | 0.00           | 1,627.73          | 0.00                | (1,627.73)        | 100.00 |
| Total Dept 000                     |                        | 0.00           | 1,627.73          | 0.00                | (1,627.73)        | 100.00 |
| TOTAL REVENUES                     |                        | 0.00           | 1,627.73          | 0.00                | (1,627.73)        | 100.00 |
| Expenditures                       |                        |                |                   |                     |                   |        |
| Dept 000                           |                        |                |                   |                     |                   |        |
| 703-000-864.000                    | REFUNDS & OVERPAYMENTS | 0.00           | 17.92             | 0.00                | (17.92)           | 100.00 |
| Total Dept 000                     |                        | 0.00           | 17.92             | 0.00                | (17.92)           | 100.00 |
| TOTAL EXPENDITURES                 |                        | 0.00           | 17.92             | 0.00                | (17.92)           | 100.00 |
| Fund 703 - CURRENT TAX COLLECTION: |                        |                |                   |                     |                   |        |
| TOTAL REVENUES                     |                        | 0.00           | 1,627.73          | 0.00                | (1,627.73)        | 100.00 |
| TOTAL EXPENDITURES                 |                        | 0.00           | 17.92             | 0.00                | (17.92)           | 100.00 |
| NET OF REVENUES & EXPENDITURES     |                        | 0.00           | 1,609.81          | 0.00                | (1,609.81)        | 100.00 |

PERIOD ENDING 05/31/2024

| GL NUMBER                                  | DESCRIPTION                     | 2023-24            | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|--|---------------------------------|--------------------|---------------------------------|---|------------------------------|----------------|
|  |                                 | AMENDED BUDGET     | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 863 - HOLIDAY HILLS AREA IMPROVEMENT  |                                 |                    |                                 |   |                              |                |
| Revenues                                   |                                 |                    |                                 |   |                              |                |
| Dept 000                                   |                                 |                    |                                 |   |                              |                |
| 863-000-404.000                            | ASSESSMENTS CURRENT             | 47,700.00          | 59,816.05                       | 0.00                                    | (12,116.05)                  | 125.40         |
| 863-000-404.100                            | PREPAID ASSESSMENTS             | 0.00               | 4,719.76                        | 0.00                                    | (4,719.76)                   | 100.00         |
| 863-000-474.000                            | INTEREST ON SPECIAL ASSESSMENTS | 13,000.00          | 0.00                            | 0.00                                    | 13,000.00                    | 0.00           |
| Total Dept 000                             |                                 | <u>60,700.00</u>   | <u>64,535.81</u>                | <u>0.00</u>                             | <u>(3,835.81)</u>            | <u>106.32</u>  |
| TOTAL REVENUES                             |                                 | <u>60,700.00</u>   | <u>64,535.81</u>                | <u>0.00</u>                             | <u>(3,835.81)</u>            | <u>106.32</u>  |
| Expenditures                               |                                 |                    |                                 |   |                              |                |
| Dept 000                                   |                                 |                    |                                 |   |                              |                |
| 863-000-991.000                            | DEBT PAYMENT TO COUNTY          | 65,000.00          | 65,000.00                       | 0.00                                    | 0.00                         | 100.00         |
| 863-000-993.000                            | INTEREST on BONDS               | 17,500.00          | 17,031.25                       | 0.00                                    | 468.75                       | 97.32          |
| Total Dept 000                             |                                 | <u>82,500.00</u>   | <u>82,031.25</u>                | <u>0.00</u>                             | <u>468.75</u>                | <u>99.43</u>   |
| TOTAL EXPENDITURES                         |                                 | <u>82,500.00</u>   | <u>82,031.25</u>                | <u>0.00</u>                             | <u>468.75</u>                | <u>99.43</u>   |
| Fund 863 - HOLIDAY HILLS AREA IMPROVEMENT: |                                 |                    |                                 |   |                              |                |
| TOTAL REVENUES                             |                                 | <u>60,700.00</u>   | <u>64,535.81</u>                | <u>0.00</u>                             | <u>(3,835.81)</u>            | <u>106.32</u>  |
| TOTAL EXPENDITURES                         |                                 | <u>82,500.00</u>   | <u>82,031.25</u>                | <u>0.00</u>                             | <u>468.75</u>                | <u>99.43</u>   |
| NET OF REVENUES & EXPENDITURES             |                                 | <u>(21,800.00)</u> | <u>(17,495.44)</u>              | <u>0.00</u>                             | <u>(4,304.56)</u>            | <u>80.25</u>   |

User: LSWANSON

PERIOD ENDING 05/31/2024

DB: Acme Township

| GL NUMBER                      | DESCRIPTION            | 2023-24             | YTD BALANCE                     | ACTIVITY FOR                            | AVAILABLE                    | % BDGT<br>USED |
|--------------------------------|------------------------|---------------------|---------------------------------|---|------------------------------|----------------|
|                                |                        | AMENDED BUDGET      | 05/31/2024<br>NORMAL (ABNORMAL) | MONTH 05/31/2024<br>INCREASE (DECREASE) | BALANCE<br>NORMAL (ABNORMAL) |                |
| Fund 864 - SPRINGBROOK SAD     |                        |                     |                                 |   |                              |                |
| Revenues                       |                        |                     |                                 |   |                              |                |
| Dept 000                       |                        |                     |                                 |   |                              |                |
| 864-000-404.000                | ASSESSMENTS CURRENT    | 21,381.00           | 26,736.26                       | 0.00                                    | (5,355.26)                   | 125.05         |
| 864-000-404.100                | PREPAID ASSESSMENTS    | 0.00                | 10,462.42                       | 0.00                                    | (10,462.42)                  | 100.00         |
| 864-000-445.000                | DEL PERSN INT /PENALTY | 6,277.00            | 0.00                            | 0.00                                    | 6,277.00                     | 0.00           |
| Total Dept 000                 |                        | <u>27,658.00</u>    | <u>37,198.68</u>                | <u>0.00</u>                             | <u>(9,540.68)</u>            | <u>134.50</u>  |
| TOTAL REVENUES                 |                        | <u>27,658.00</u>    | <u>37,198.68</u>                | <u>0.00</u>                             | <u>(9,540.68)</u>            | <u>134.50</u>  |
| Expenditures                   |                        |                     |                                 |   |                              |                |
| Dept 000                       |                        |                     |                                 |   |                              |                |
| 864-000-991.000                | DEBT PAYMENT TO COUNTY | 25,000.00           | 24,987.54                       | 0.00                                    | 12.46                        | 99.95          |
| 864-000-993.000                | INTEREST on BONDS      | 6,500.00            | 6,996.51                        | 0.00                                    | (496.51)                     | 107.64         |
| Total Dept 000                 |                        | <u>31,500.00</u>    | <u>31,984.05</u>                | <u>0.00</u>                             | <u>(484.05)</u>              | <u>101.54</u>  |
| TOTAL EXPENDITURES             |                        | <u>31,500.00</u>    | <u>31,984.05</u>                | <u>0.00</u>                             | <u>(484.05)</u>              | <u>101.54</u>  |
| Fund 864 - SPRINGBROOK SAD:    |                        |                     |                                 |   |                              |                |
| TOTAL REVENUES                 |                        | 27,658.00           | 37,198.68                       | 0.00                                    | (9,540.68)                   | 134.50         |
| TOTAL EXPENDITURES             |                        | 31,500.00           | 31,984.05                       | 0.00                                    | (484.05)                     | 101.54         |
| NET OF REVENUES & EXPENDITURES |                        | <u>(3,842.00)</u>   | <u>5,214.63</u>                 | <u>0.00</u>                             | <u>(9,056.63)</u>            | <u>135.73</u>  |
| TOTAL REVENUES - ALL FUNDS     |                        |                     |                                 |   |                              |                |
| TOTAL EXPENDITURES - ALL FUNDS |                        |                     |                                 |   |                              |                |
| NET OF REVENUES & EXPENDITURES |                        | <u>5,519,639.36</u> | <u>5,444,025.77</u>             | <u>130,500.44</u>                       | <u>75,613.59</u>             | <u>98.63</u>   |
|                                |                        | <u>5,254,778.36</u> | <u>4,886,906.84</u>             | <u>265,227.84</u>                       | <u>367,871.52</u>            | <u>93.00</u>   |
|                                |                        | <u>264,861.00</u>   | <u>557,118.93</u>               | <u>(134,727.40)</u>                     | <u>(292,257.93)</u>          | <u>210.34</u>  |



**ACME TOWNSHIP PLANNING COMMISSION  
FEAST OF VICTORY LUTHERAN CHURCH  
4400 Mt. Hope Road Williamsburg, MI 49690  
June 10, 2024 7:00 p.m.**

**CALL TO ORDER WITH PLEDGE OF ALLEGIANCE**

**ROLL CALL: Dan Rosa, Steve Feringa, Jack Challender, Dan VanHouten, Karly Wentzloff, Jean Aukerman, Marcie Timmins**

**Staff Present: Jeff Jocks, legal counsel; John Iacoangeli, Planner, Beckett & Raeder; Lindsey Wolf, Acme Planning and zoning; Bob Verschaeve, Gosling Czubak, engineer; Cathlyn Sommerfield, CS Research & Consulting, for master plan.**

**Wentzloff- read a written statement- letter attached.**

**The PC has added a three minute timer that is easy for the public to see**

**A. LIMITED PUBLIC COMMENT:** Members of the public may address the Commission regarding any subject of community interest during public comment periods by filling out a Public Comment Card and submitting it to the Secretary. Public comments are limited to three minutes per individual. Comments during other portions of the agenda may or may not be entertained at the moderator’s discretion

Public comment opened at 7:10

Doug Landis- corresponded with the US fish and wildlife services, gave guidelines for mitigating eagle nest disturbances. Asked that construction on the west of the building is curtailed to reduce human disturbance. As well as four other points contained in his written comments.

Brian Kelley- Was thankful public feedback was incorporated in the master plan survey. Concerns with stormwater on the former Kmart property, as well as believing the wetlands and vernal pools should be identified on the plans. Concern with the outlet basin near the vernal ponds. Discussed concerns of the construction affecting the eagles nest. Construction sediment flowing into storm basins.

Rachelle Babcock- Talked about the master plan, should be encouraging the rural characteristic and putting “rural” back into the master plan language. Survey questions should address protection and preservation of natural areas and animal habitat, water quality protections. Doesn’t support bikes with motors on the TART trail. Asked that the new Acme township building has streaming capabilities.

Mark Frick- Asked who would be interrupting the survey data to create the master plan? Would like more public input before the master plan survey questions are finalized. Would like residents to be able to prioritize single family homes in the survey.

Closed at 7:21

**B. APPROVAL OF AGENDA: Motion by Timmins, support by Challender to approve the agenda with the addition of G. 10, G.11, G.12.  
Motion carries unanimously.**

**C. INQUIRY AS TO CONFLICTS OF INTEREST:**

**D. SPECIAL PRESENTATIONS:** Cathlyn Sommerfield, Ph. D. CS Research & Consulting, LLC – Master Plan Survey Process

Wolf introduced Cathlyn Sommerfield she helped with the township survey back in 2013. She will be the person that will conduct the survey analysis and present it to the public when it is ready.

Sommerfield- Has been conducting survey research for 34 years. Has a Phd in industrial organizational psychology with a research emphasis. Will lead the research for the master plan update, will consult on the methodology, analyze all the data as well as prepare the report. Talked about what the survey is and isn’t and why it is important. Important because it’s part of a broader effort to prepare the master plan, getting community input. It’s an opportunity to identify priorities and the level of priorities. The survey is

mainly quantitative although there are allowances for some qualitative input. Because it is quantitative it is data, and can be analyzed in multiple ways. This is a true effort to be unbiased and to be accountable and transparent in this process. Master plan surveys are broad and surveys to cover broad issues. It is not a deep dive, there will be more opportunities in the future to give more detail. She is working to maximize response rates and make sure it is representative of the community. Assures that the data will be analyzed in a non-biased way and she will report it as it is.

Wolf- preferred survey timeline

Sommerfield- Don't want to distribute a survey around any type of holiday. Generally like a 10-14 day turn around with a survey, because this is going out via mail people will have a bit more time with it. We asked that it is returned within the two week time frame. It takes another one to two weeks to complete the analysis and then it will be turned around for reporting.

Wolf- talked about the pilot group, 7 out of 9 have responded. Comments that were added, included rural character being added back into the language, clarified some of the language to make it more straight forward. Thanked everyone for their participation.

Wentzloff-asked if the question on water quality language was changed to clarify environmental water quality vs. water quality in well water?

Wolf- yes it was changed.

Aukerman- What is the goal to get it mailed out?

Sommerfield- Past initial timeline, working on the mailing list right now. Working with Lindsey to come up with a date to mail it out.

Aukerman- If after two weeks time if the survey response is not as good as we would like you may allow another couple of weeks.

Sommerfield- We request surveys to be returned within the two week timeframe but surveys do trickle in that get included.

Aukerman- any methods used to remind people to turn it in?

Sommerfield- You can mail in rounds or mail a reminder postcard. That is not in our plan right now but if we are concerned about the response rate we could do that.

Rosa- How many are you planning to mail out?

Sommerfield- over 3000

Wolf- Every tax payer will get one in the township.

Wentzloff- What if people in a household don't agree?

Wolf- You can request another survey.

## **E. RECEIVE AND FILE:**

### **1. RECEIVE AND FILE**

**a. Draft unapproved Township Board Meeting Minutes 5.14.2024**

**Motion by Timmins, support by Feringa to approve the draft township board minutes from 5/14/24.**

If you are planning to attend and are physically challenged, requiring any special assistance, please notify Lisa Swanson, Clerk, within 24 hours of the meeting at 938-1350.

**Motion carries unanimously**

**F. APPROVAL OF MINUTES:**

a. Approve Draft Planning Commission Meeting Minutes 5.13.2024

**Motion by Aukerman, support by Rosa to approve the draft planning commission meeting minutes from 5/13/24 with the change on pg. 3 of Keevea to Kever.**

**Motion carries unanimously**

**G. CORRESPONDENCE:**

1. Beckett & Raeder
2. Kelley
3. Kelley -2
4. Kelley -3
5. Kelly - 4
6. Kelley -5
7. Landis
8. Manley
9. Township of Elk Rapids
10. Manley -2 - Wentzloff read into the record, letter included with the packet.
11. Kelley – 6 Wentzloff read into the record, letter included with the packet.
12. Kelley – 7 Wentzloff summarized, letter included with the packet.

**H. PUBLIC HEARINGS:**

1. SH East Bay Commons North LLC - PD 2021-01 Major Amendment Request  
Keever- went over all the changes that were included in the packet for review. Discussed the Study conducted by Voice on the wetlands, also included in the packet for review.  
Wentzloff- Bob Verschaeve is here to talk about what is happening with the wetlands and how the review looks from his end.

Verschaeve- after the last meeting there were questions about the wetlands, basins, ponds and so forth. Sent a copy of the plan with highlighted areas to clarify to everyone what the items are. Wetlands are outlined in blue, questions about vernal ponds which are different from the detention ponds. The detention ponds are highlighted. Areas highlighted in red are new areas that will be disturbed. Two inlets on each of the ponds that Strathmore didn't propose to do anything with. Mr. Kelley reminded him of that this evening, Verschaeve reviewed the notes and because they are harder to get to, it would cause more disturbance to the area than it is worth to put forebays into that area. The ordinance doesn't require a forebay if less than 10% of the flow is coming to that area. There are also catch basins in the stream of those pipes that would catch sediment so he didn't have them do any modifications to them. Other modifications are the outlets to the ponds. Current pipes let a lot more water out than the proposed modifications are. Upgrading the north end retention pond to meet the current ordinance standards.

Rosa- on some of the documents areas are listed wetland on one and pond on another, would like clarification on what they actually are.

Asked if the large pond directly behind the old kmart is a settling basin, could it ever go dry or overflow?

Verschaeve- it is a detention basin, which is a stormwater management pond. The upgrades to the outlet structures are designed to manage the rainfall amounts the ordinance requires.

Rosa- question about the drains in the parking lots. Will there be a catch basin in those also to catch sand, salt and other debris?

Verschaeve- correct.

Rosa- Doesn't see anything on the plans that looks like it meets the definition of vernal ponds?

Verschaeve- a Vernal pond is more of a natural occurrence. The wetland on the north end is probably the vernal pond everyone is talking about. They are seasonal, based on spring rainfall, but in July it could be dry. The two stormwater ponds were built when the Kmart and Tom's were built.

Feringa- Would like to have the correct labels put on all the plans, reflecting wetlands, detention basins and so on, so we know what is a man made structure and what are natural features.

Asked about snow storage and how it works when it melts, does it go into the stormwater system?

Verschaeve- The ordinance does have standards for snow storage, it just says snow storage in the detention system shall not displace more than 50% of the available storage volume and not peak drainage into the system. In this case the detention systems are inaccessible for snow storage and it met the standard. If they can store the snow on an area of the pavement that when it melts it gets into the system and runs through the pond then it will be treated through the forebay and catch basins.

Public hearing for SH East Bay Commons North LLC-PD 2021-01 Major amendment request opened at 8:06

Brian Kelley- Talked about stormwater and pushing snow into the wetlands, not through the stormwater systems. Basin never dries out because it is groundwater. Talked about Acme's ordinance being LID and doesn't feel that is being applied on this site. Talked about the sewers in the parking lot are not LID. Talked about the museum not being a guarantee and needing to slow down the process until the museum makes a decision in the fall.

Cindy Smith-Supported comments Dr. Landis' comments about the eagle nest. Not given a clear answer by the developers about disturbing the eagles feels work should wait until after the August 15th date.

James Manely - Thanked the PC for taking the eagles nest into consideration. The community is concerned the nest will be abandoned. Wants to make sure work on the site happens outside of breeding season. Wants to make sure some protections are included to protect the eagles.

Doug Landis- Eagles nest concerns and creating landscape barriers, and not doing the truck turn around. Length eagles use their nest and territory. Need a post construction management plan as well. Talked about protections for the vernal ponds.

Mark Frick- Thinks the Children's museum is a fairy tale, how can we look at this major amendment without some written agreement that the museum will be utilizing the site. Talked about his concern for the eagle's nest.

**Motion by Aukerman, support by Timmins to close the public hearing.  
Motion carries unanimously**

## **I. OLD BUSINESS:**

If you are planning to attend and are physically challenged, requiring any special assistance, please notify Lisa Swanson, Clerk, within 24 hours of the meeting at 938-1350.



1. SH East Bay Commons North LLC - PD 2021-01 Major Amendment Request

Iacoangeli- suggested that the PC allow the township team; him, Jeff Jocks and Lindsey Wolf, take a look at the issues that have been addressed and best practices and come back with an outline with all of this information so we can all move ahead making this decision one way or the other.

Wentzloff- Clarifying point, low impact development is not a requirement of the PD plan, but that they have to be contained in the plan if they are there. Also clarified that a decision is not made on a building occupant but the use of the building. On the plan, taking” museum” out of there and putting in, institutional use, may help everyone to think of it that way.

Timmins- questioned the new location of the BATA bus stop

Iacoangeli- talked about what was wrong with it on the last plans and how that is now fine where the new placement with a pull off is.

Timmins- Asked about the locations of the vernal ponds and wetlands and if they are actually on the Kmart property or a neighboring property. Agrees that snow removal should not be pushed into the wooded areas.

Aukerman- wanted to know the limit of people that could be in a 3 or 4 bedroom unit. How do they determine the top number of people that can dwell in a 3 or 4 bedroom.

Keever- There is no minimum or maximum other than firecode. Based on the family size.

Wentzloff- Not answering for the developer, but the code states occupancy is 2 per room plus 1, so if you have a family of 5 you could have 3 kids in 1 room.

Aukerman- Asked that if 4,5 or even 6 friends wanted to go together to save money that would be allowed?

Keever- yes, there are no rental restrictions that are in place.

Aukerman- Remembers 2.5 parking spaces. If you have 6 people with cars sharing an apartment how do you handle the parking spaces?

Calhoun- Referenced Acme’s parking ordinance is a maximum not a minimum. It’s a mixed use shared parking lot with people coming and going. It is an intuitive number that one looks at and goes “I think this is good”.

Aukerman- So it is nothing to worry about?

Calhoun- I like to think so.

Timmins- asked when replacing the forebays in the back if the fence would have to be removed or if they would be working within the fenced area.

Calhoun- they would most likely remove and then replace the fence.

Timmins- asked how far the back of the fence was from the eagles nest?

No one was sure, estimates were given. Would like this clarified for the next meeting.

Timmins- asked about the trees in gray on sheet L1, it says the trees will remain depending on feasibility. Wanted to know if those trees were counted already in the replacement tree plan or if they are not counted is there a plan for replacement?

Keever- There is an ongoing tree survey for any trees that would need to be removed and then upon completion of the project you work with township staff to make sure your replacement plan does take into accommodation anything that was removed and not replaced per the original plan. It is a work in progress but something that they are tracking.

Wentzloff- asked about the turn around, and if the additional turn around new things were added would the fence essentially just be closer to the pond?

Talked about the original plan and how additional pavement wouldn't be needed because of the types of tenants being pursued. Don't see additional disturbance towards sensitive areas of the site as necessary in terms of safety or anything. It is just to make the project more desirable because of the tenant issue.

Keever- noted in the original plan there was a turn around on the north end of the parking lot. That was relocated to the newly requested location to allow for more maneuvering. Yes, it is a more user friendly, making the ability to go back in that area easier. Wanting to make that area easier to use for, to still be determined, tenants.

Feringa- labeling of the "museum" building to the tenant. Could have more protections for the eagles nest, buffers created. Where there are minimal trees or shrubs for that visual have that buffer and some of that work is done in the fall. The eagles are active in their nest right now.

Snow storage, double checking where it will be stored to make sure it goes through the stormwater system as it melts.

Canopy added to the north of the building. By building code you are supposed to have a protected entrance whenever there is a door going in and out. Would suggest a caution sign to warn vehicles.

On the site plans need to re-label the ponds and wetlands to what they are, especially the ones that are retention basins. We need good records of this for the future. On one plan on the north end one says pond and one says wetland those need to be labeled correctly and consistently. Wants to verify if there was additional work that was done that wasn't authorized, was there additional dock and exit installed?

Aukerman- Where are the vernal ponds? Are they on this property or are they on the neighbors property?

Verschaeve- talked about the vernal ponds and how they are identified by soils, vegetation and water if all three are present it's a wetland. It would be identified and determined by an environmental scientist.

## **2. Traverse City Horse Shows – Introduction of Planned Development**

Keever- Asked the PC if they are willing to look at a PD introduced by Horse Shows and look at some of the larger items and look at possible expansion for the future. Knows it will be a continuing process of coming to site plan reviews and making sure they meet all the ordinances.

Iacoangeli-recommends it.

PC is willing to work with Horse Shows on a PD.

## **3. Master Plan Discussion: Draft Survey (Update); Future Open House Dates**

Wolf- Asked for the PC sign off would like to initiate an open house soon after the 4th of July.

PC approved.

## **4. Zoning Ordinance Text Amendment(s)**

Wolf- Put together a list of items in the ordinance that the PC may want to address either in sections or all at one time. Wolf needs to have some further discussions about the definitions and how they tie to things in article 14. Some are simple fixes like typo's some will require more time.

**J. NEW BUSINESS:**

1. None

**K. PUBLIC COMMENT & OTHER PC BUSINESS**

**public comment opened at 9:02**

**Mark Frick- Happy the PC listened to the public about the survey. Talked about Strathmore focusing on one tenant, the museum.**

**Doug Landis- Thanked the township for listening to the public. Asked that the report from Voice not be counted on when it comes to the eagles nest, don't know what information was shared with them. Providing information on organizations to help identify vernal ponds, which are close to the eagles nest. Asked for no major construction until after the eagles breeding season.**

**Brian Kelley- Thinks an open house at the same time the survey is out is risky. PD has to be compatible with surroundings. Knowing the eagle nest is there they have to comply. Addressed the new truck turn around next to the wetlands. Hopes for more discussion on the survey.**

**Cindy Smith- Glad to hear from Sommerfield and the scope of her work. Talked about qualitative information vs. quantitative information and analyzing it. Feels the question asked about analysis earlier in the evening was actually how the qualitative information is used and how that will also be married with the quantitative. Wants to know how that information is used to build the master plan. Questions about how to spread the word about the survey to get more public feedback.**

**Closed at 9:12**

1. Planning & Zoning Administrator Report – Lindsey Wolf  
Wentzloff- asked the Deepwater Pt. residents to take down the expired signs.  
Wolf- Packets will be out before July 4th. Working with the township board about updating the website.
2. Township Board Report – Jean Aukerman- Board is currently working on the budget.
3. Parks & Trails Committee Report – Wolf- met with TART at the last meeting, finalized crossings on the Shores property. The Deep Water connector trail is moving forward.

**ADJOURN: Motion by Aukerman, support by Timmins to adjourn.  
Motion carries unanimously**

07/03/2024 11:32 AM  
 User: LSWANSON  
 DB: Acme Township

CHECK DISBURSEMENT REPORT FOR ACME TOWNSHIP  
 CHECK DATE FROM 06/05/2024 - 07/08/2024  
 Banks: CHASE, FARM, PARKS, SEWER

*Prepaid*

| Check Date | Bank | Check # | Payee                           | Description                          | GL #                | Amount   |
|------------|------|---------|---------------------------------|--------------------------------------|---------------------|----------|
| 06/06/2024 | CHAS | 27555   | A & D ASSESSING                 | ASSESSING CONTRACT SERVICES          | 101-257-807.001     | 4,525.00 |
| 06/06/2024 | CHAS | 27556   | ACE HARDWARE                    | REPAIRS & MAINT                      | 101-567-930.000     | 7.99     |
|            |      | 27556   |                                 | REPAIRS & MAINT                      | 101-751-930.000     | 416.57   |
|            |      |         |                                 |                                      |                     | 424.56   |
| 06/06/2024 | CHAS | 27557   | CHERRYLAND ELECTRIC COOPERATIVE | ELECTRIC UTILITIES TOWNHALL/SAYLER U | 101-265-920.000     | 29.00    |
|            |      | 27557   |                                 | ELECTRIC UTILITIES TOWNHALL/YUBA CEM | 101-265-920.000     | 34.53    |
|            |      | 27557   |                                 | ELECTRIC UTILITIES TOWNHALL/SAYLER P | 101-265-920.000     | 40.82    |
|            |      | 27557   |                                 | STREET LIGHTS/YUBA HERITAGE          | 101-265-921.000     | 10.52    |
|            |      | 27557   |                                 | STREET LIGHTS/HOLIDAY RD/HOLIDAY PIN | 101-265-921.000     | 80.46    |
|            |      | 27557   |                                 | STREET LIGHTS/US 31 N & YUBA & KAY R | 101-265-921.000     | 21.54    |
|            |      | 27557   |                                 | STREET LIGHTS/PEACEFUL VAL NEAR 7791 | 101-265-921.000     | 10.52    |
|            |      | 27557   |                                 | STREET LIGHTS/SAYLOR PARK            | 101-265-921.000     | 10.72    |
|            |      | 27557   |                                 | STREET LIGHTS/BAY VALLEY ST LIGHT    | 101-265-921.000     | 10.52    |
|            |      | 27557   |                                 | STREET LIGHTS/5 MILE NEAR ADD 4782   | 101-265-921.000     | 10.72    |
|            |      | 27557   |                                 | STREET LIGHTS/BUNKER HILL & WHITE RD | 101-265-921.000     | 19.16    |
|            |      | 27557   |                                 | STREET LIGHTS/FIVE MILE & HOLIDAY HI | 101-265-921.000     | 21.44    |
|            |      | 27557   |                                 | STREET LIGHTS/US 31 N-11 LIGHTS      | 101-265-921.000     | 119.62   |
|            |      |         |                                 |                                      |                     | 419.57   |
| 06/06/2024 | CHAS | 27558   | CINTAS                          | REPAIRS & MAINT                      | 101-265-930.000     | 148.35   |
| 06/06/2024 | CHAS | 27559   | CONSUMERS ENERGY                | ELECTRIC UTILITIES TOWNHALL          | 101-265-920.000-408 | 128.34   |
| 06/06/2024 | CHAS | 27560   | CULLIGAN WATER, MCCARDEL        | REPAIRS & MAINT                      | 101-265-930.000     | 19.00    |
| 06/06/2024 | CHAS | 27561   | CULLIGAN WATER, MCCARDEL        | REPAIRS & MAINT                      | 101-265-930.000     | 11.00    |
| 06/06/2024 | CHAS | 27562   | DTE ENERGY                      | DTE GAS                              | 101-265-922.000-408 | 149.14   |
| 06/06/2024 | CHAS | 27563   | DTE ENERGY                      | DTE GAS                              | 101-265-922.000     | 145.63   |
| 06/06/2024 | CHAS | 27564   | FEAST OF VICTORY LUTHERAN CHURC | RENTAL OF SPACE                      | 101-701-949.000     | 250.00   |
| 06/06/2024 | CHAS | 27565   | GOSLING CZUBAK ENGR             | PLANNING & CONSULTANT T & A          | 101-701-803.005-147 | 3,570.00 |
| 06/06/2024 | CHAS | 27566   | GRAND TRAVERSE COUNTY           | SUPPLIES & POSTAGE                   | 101-257-726.000     | 70.62    |
| 06/06/2024 | CHAS | 27567   | GRAND TRAVERSE COUNTY -DPW      | SEWER TOWNSHIP HALL                  | 101-265-923.000-408 | 191.10   |
| 06/06/2024 | CHAS | 27568   | GRAND TRAVERSE COUNTY -DPW      | SEWER TOWNSHIP HALL                  | 101-265-923.000     | 70.00    |

| Check Date | Bank | Check # | Payee                          | Description                          | GL #            | Amount    |
|------------|------|---------|--------------------------------|--------------------------------------|-----------------|-----------|
| 06/06/2024 | CHAS | 27569   | GRAND TRAVERSE COUNTY -DPW     | SEWER TOWNSHIP HALL                  | 101-265-923.000 | 70.00     |
| 06/06/2024 | CHAS | 27570   | KEN'S BODY SHOP OF ELK RAPIDS  | REPAIRS & MAINT                      | 101-751-930.000 | 95.00     |
| 06/06/2024 | CHAS | 27571   | PETTY CASH                     | POSTAGE FOR PASSPORTS                | 101-000-415.003 | 158.72    |
|            |      | 27571   |                                | SUPPLIES & POSTAGE                   | 101-265-726.000 | 10.00     |
|            |      | 27571   |                                | REPAIRS & MAINT                      | 101-751-930.000 | 15.06     |
|            |      |         |                                |                                      |                 | 183.78    |
| 06/06/2024 | CHAS | 27572   | PINE HILL NURSERY              | REPAIRS & MAINT                      | 101-751-930.000 | 575.00    |
| 06/06/2024 | CHAS | 27573   | RAMS PROPERTY MAINTENANCE, LLC | CONTRACTOR-LAWN CARE                 | 101-751-809.000 | 4,512.50  |
| 06/06/2024 | CHAS | 27574   | RIC'S AUTO SERVICE LLC         | PARK EQUIP MAINT                     | 101-751-930.001 | 243.57    |
| 06/06/2024 | CHAS | 27575   | TYLER TECHNOLOGIES, INC        | SUPPLIES & POSTAGE                   | 101-567-726.000 | 281.29    |
| 06/06/2024 | CHAS | 27576   | VC3, INC.                      | SOFTWARE SUPPORT & PROCESSIN         | 101-701-804.000 | 142.00    |
| 06/06/2024 | CHAS | 27577   | VC3, INC.                      | SOFTWARE SUPPORT & PROCESSIN         | 101-101-804.000 | 230.00    |
| 06/06/2024 | CHAS | 27578   | VC3, INC.                      | CAPITAL OUTLAY                       | 101-265-970.000 | 247.00    |
| 06/06/2024 | SEWE | 445     | GOSLING CZUBAK ENGR            | ENGINEERING SERVICES                 | 590-000-808.003 | 1,450.00  |
| 06/06/2024 | SEWE | 446     | GRAND TRAVERSE COUNTY          | OPERATING & MAINT EXP                | 590-000-930.000 | 16,832.13 |
|            |      | 446     |                                | HOCH ROAD #697 EXP                   | 590-000-930.002 | 97.23     |
|            |      | 446     |                                | OPERATING & MAINT EXP                | 591-550-930.000 | 1,037.12  |
|            |      |         |                                |                                      |                 | 17,966.48 |
| 06/13/2024 | FARM | 253     | SONDEE, RACINE & DOREN, P.L.C. | ATTORNEY SERVICES                    | 225-000-802.002 | 157.50    |
| 06/13/2024 | CHAS | 27579   | CHARTER COMMUNICATIONS         | CABLE INTERNET SERVICES              | 101-265-851.000 | 392.49    |
| 06/13/2024 | CHAS | 27580   | CONSUMERS ENERGY               | STREET LIGHTS                        | 101-265-921.000 | 348.06    |
| 06/13/2024 | CHAS | 27581   | CONSUMERS ENERGY               | ELECTRIC UTILITIES TOWNHALL-6042 ACM | 101-265-920.000 | 699.53    |
|            |      | 27581   |                                | ELECTRIC UTILITIES TOWNHALL-5875 US  | 101-265-920.000 | 44.25     |
|            |      | 27581   |                                | ELECTRIC UTILITIES TOWNHALL-5827 US  | 101-265-920.000 | 49.18     |
|            |      |         |                                |                                      |                 | 792.96    |
| 06/13/2024 | CHAS | 27582   | EPS SECURITY                   | REPAIRS & MAINT                      | 101-751-930.000 | 200.37    |

| Check Date | Bank | Check # | Payee                          | Description                   | GL #                | Amount   |
|------------|------|---------|--------------------------------|-------------------------------|---------------------|----------|
| 06/13/2024 | CHAS | 27583   | GFL ENVIRONMENTAL              | REPAIRS & MAINT               | 101-751-930.000     | 358.74   |
| 06/13/2024 | CHAS | 27584   | GFL ENVIRONMENTAL              | REPAIRS & MAINT               | 101-751-930.000-408 | 175.69   |
| 06/13/2024 | CHAS | 27585   | HART'S OUTDOOR MAINTENANCE LLC | CONTRACTOR-LAWN CARE          | 101-751-809.000     | 220.00   |
| 06/13/2024 | CHAS | 27586   | INTEGRITY BUSINESS SOLUTIONS   | SUPPLIES & POSTAGE            | 101-265-726.000     | 95.48    |
| 06/13/2024 | CHAS | 27587   | KCI                            | SUPPLIES & POSTAGE            | 101-253-726.000     | 1,723.80 |
| 06/13/2024 | CHAS | 27588   | KWIK PRINT                     | SUPPLIES & POSTAGE            | 101-265-726.000     | 161.50   |
| 06/13/2024 | CHAS | 27589   | SONDEE, RACINE & DOREN, P.L.C. | ATTORNEY SERVICES             | 101-101-802.002     | 1,687.50 |
|            |      | 27589   |                                | ATTORNEY SERVICES             | 101-701-802.002     | 1,357.50 |
|            |      |         |                                |                               |                     | 3,045.00 |
| 06/13/2024 | CHAS | 27590   | TRAVERSE CITY RECORD EAGLE     | PUBLICATIONS                  | 101-101-900.000     | 353.05   |
| 06/20/2024 | CHAS | 27591   | APPLIED INNOVATION             | REPAIRS & MAINT               | 101-265-930.000     | 185.97   |
| 06/20/2024 | CHAS | 27592   | CHASE CARDMEMBER SERVICE       | dues subscriptions            | 101-101-960.000     | 15.89    |
|            |      | 27592   |                                | EDUCATION/TRAINING/CONVENTION | 101-215-958.000     | 475.00   |
|            |      | 27592   |                                | SUPPLIES & POSTAGE            | 101-262-726.000     | 5.29     |
|            |      | 27592   |                                | SUPPLIES & POSTAGE            | 101-265-726.000     | 288.32   |
|            |      | 27592   |                                | TWNHALL CAPITAL IMPROVE       | 101-901-975.000     | 230.56   |
|            |      |         |                                |                               |                     | 1,015.06 |
| 06/20/2024 | CHAS | 27593   | CULLIGAN WATER, MCCARDEL       | REPAIRS & MAINT               | 101-265-930.000     | 12.00    |
| 06/20/2024 | CHAS | 27594   | GT MTA                         | EDUCATION/TRAINING/CONVENTION | 101-171-958.000     | 10.00    |
| 06/20/2024 | CHAS | 27595   | LINDSEY WOLF                   | REIMBURSEMENTS                | 101-701-964.000     | 300.17   |
| 06/20/2024 | CHAS | 27596   | RELIANCE STANDARD              | INSURANCE                     | 101-101-711.000     | 238.69   |
| 06/20/2024 | CHAS | 27597   | WEX BANK                       | REPAIRS & MAINT GAS           | 101-751-930.000     | 291.96   |
| 06/20/2024 | PARK | 465     | CHASE CARDMEMBER SERVICE       | ENGINEERING SERVICES          | 408-000-808.000     | 74.79    |
| 06/20/2024 | PARK | 466     | SPICER GROUP                   | CAPITAL OUTLAY                | 408-000-970.000     | 1,955.75 |
| 07/03/2024 | CHAS | 27598   | A & D ASSESSING                | ASSESSING CONTRACT SERVICES   | 101-257-807.001     | 4,525.00 |
| 07/03/2024 | CHAS | 27599   | ACE HARDWARE                   | REPAIRS & MAINT               | 101-751-930.000     | 176.60   |

| Check Date        | Bank | Check # | Payee                          | Description                 | GL #                | Amount    |
|-------------------|------|---------|--------------------------------|-----------------------------|---------------------|-----------|
| 07/03/2024        | CHAS | 27600   | CINTAS                         | REPAIRS & MAINT             | 101-265-930.000     | 148.35    |
| 07/03/2024        | CHAS | 27601   | CONSUMERS ENERGY               | ELECTRIC UTILITIES TOWNHALL | 101-265-920.000-408 | 108.03    |
| 07/03/2024        | CHAS | 27602   | CONSUMERS ENERGY               | STREET LIGHTS               | 101-265-921.000     | 89.52     |
| 07/03/2024        | CHAS | 27603   | CULLIGAN WATER, MCCARDEL       | REPAIRS & MAINT             | 101-265-930.000     | 11.00     |
| 07/03/2024        | CHAS | 27604   | DROGT AND SONS EXCAVATING, INC | REPAIRS & MAINT             | 101-751-930.000     | 275.00    |
| 07/03/2024        | CHAS | 27605   | DTE ENERGY                     | DTE GAS                     | 101-265-922.000-408 | 134.35    |
| 07/03/2024        | CHAS | 27606   | DTE ENERGY                     | DTE GAS                     | 101-265-922.000     | 67.85     |
| 07/03/2024        | CHAS | 27607   | GOSLING CZUBAK ENGR            | PLANNING & CONSULTANT T & A | 101-701-803.005-116 | 560.00    |
|                   |      | 27607   |                                | PLANNING & CONSULTANT T & A | 101-701-803.005-147 | 140.00    |
|                   |      | 27607   |                                | PLANNING & CONSULTANT T & A | 101-701-803.005-154 | 560.00    |
|                   |      |         |                                |                             |                     | 1,260.00  |
| 07/03/2024        | CHAS | 27608   | KCI                            | SUPPLIES & POSTAGE          | 101-701-726.000     | 923.67    |
| 07/03/2024        | CHAS | 27609   | QUADIENT LEASING USA, INC      | SUPPLIES & POSTAGE          | 101-101-726.000     | 167.97    |
| 07/03/2024        | SEWE | 447     | GOSLING CZUBAK ENGR            | ENGINEERING SERVICES        | 590-000-808.003     | 95.00     |
| 07/03/2024        | SEWE | 448     | GRAND TRAVERSE COUNTY          | OPERATING & MAINT EXP       | 590-000-930.000     | 40,109.68 |
|                   |      | 448     |                                | HOCH ROAD #697 EXP          | 590-000-930.002     | 25.59     |
|                   |      | 448     |                                | OPERATING & MAINT EXP       | 591-550-930.000     | 869.88    |
|                   |      |         |                                |                             |                     | 41,005.15 |
| TOTAL - ALL FUNDS |      |         |                                | TOTAL OF 62 CHECKS          |                     | 97,215.45 |

--- GL TOTALS ---

|                 |                               |          |
|-----------------|-------------------------------|----------|
| 101-000-415.003 | POSTAGE FOR PASSPORTS         | 158.72   |
| 101-101-711.000 | INSURANCE                     | 238.69   |
| 101-101-726.000 | SUPPLIES/POSTAGE              | 167.97   |
| 101-101-802.002 | ATTORNEY SERVICES             | 1,687.50 |
| 101-101-804.000 | SOFTWARE SUPPORT & PROCESSIN  | 230.00   |
| 101-101-900.000 | PUBLICATIONS                  | 353.05   |
| 101-101-960.000 | dues subscriptions            | 15.89    |
| 101-171-958.000 | EDUCATION/TRAINING/CONVENTION | 10.00    |
| 101-215-958.000 | EDUCATION/TRAINING/CONVENTION | 475.00   |
| 101-253-726.000 | SUPPLIES & POSTAGE            | 1,723.80 |
| 101-257-726.000 | SUPPLIES & POSTAGE            | 70.62    |
| 101-257-807.001 | ASSESSING CONTRACT SERVICES   | 9,050.00 |

User: LSWANSON

CHECK DATE FROM 06/05/2024 - 07/08/2024

DB: Acme Township

Banks: CHASE, FARM, PARKS, SEWER

| Check Date          | Bank | Check # | Payee | Description                  | GL # | Amount    |
|---------------------|------|---------|-------|------------------------------|------|-----------|
| 101-262-726.000     |      |         |       | SUPPLIES & POSTAGE           |      | 5.29      |
| 101-265-726.000     |      |         |       | SUPPLIES & POSTAGE           |      | 555.30    |
| 101-265-851.000     |      |         |       | CABLE INTERNET SERVICES      |      | 392.49    |
| 101-265-920.000     |      |         |       | ELECTRIC UTILITIES TOWNHALL  |      | 897.31    |
| 101-265-920.000-408 |      |         |       | ELECTRIC UTILITIES TOWNHALL  |      | 236.37    |
| 101-265-921.000     |      |         |       | STREET LIGHTS                |      | 752.80    |
| 101-265-922.000     |      |         |       | DTE GAS                      |      | 213.48    |
| 101-265-922.000-408 |      |         |       | DTE GAS                      |      | 283.49    |
| 101-265-923.000     |      |         |       | SEWER TOWNSHIP HALL          |      | 140.00    |
| 101-265-923.000-408 |      |         |       | SEWER TOWNSHIP HALL          |      | 191.10    |
| 101-265-930.000     |      |         |       | REPAIRS & MAINT              |      | 535.67    |
| 101-265-970.000     |      |         |       | CAPITAL OUTLAY               |      | 247.00    |
| 101-567-726.000     |      |         |       | SUPPLIES & POSTAGE           |      | 281.29    |
| 101-567-930.000     |      |         |       | REPAIRS & MAINT              |      | 7.99      |
| 101-701-726.000     |      |         |       | SUPPLIES & POSTAGE           |      | 923.67    |
| 101-701-802.002     |      |         |       | ATTORNEY SERVICES            |      | 1,357.50  |
| 101-701-803.005-116 |      |         |       | PLANNING & CONSULTANT T & A  |      | 560.00    |
| 101-701-803.005-147 |      |         |       | PLANNING & CONSULTANT T & A  |      | 3,710.00  |
| 101-701-803.005-154 |      |         |       | PLANNING & CONSULTANT T & A  |      | 560.00    |
| 101-701-804.000     |      |         |       | SOFTWARE SUPPORT & PROCESSIN |      | 142.00    |
| 101-701-949.000     |      |         |       | RENTAL OF SPACE              |      | 250.00    |
| 101-701-964.000     |      |         |       | REIMBURSEMENTS               |      | 300.17    |
| 101-751-809.000     |      |         |       | CONTRACTOR-LAWN CARE         |      | 4,732.50  |
| 101-751-930.000     |      |         |       | REPAIRS & MAINT              |      | 2,404.30  |
| 101-751-930.000-408 |      |         |       | REPAIRS & MAINT              |      | 175.69    |
| 101-751-930.001     |      |         |       | PARK EQUIP MAINT             |      | 243.57    |
| 101-901-975.000     |      |         |       | TWNHALL CAPITAL IMPROVE      |      | 230.56    |
| 225-000-802.002     |      |         |       | ATTORNEY SERVICES            |      | 157.50    |
| 408-000-808.000     |      |         |       | ENGINEERING SERVICES         |      | 74.79     |
| 408-000-970.000     |      |         |       | CAPITAL OUTLAY               |      | 1,955.75  |
| 590-000-808.003     |      |         |       | ENGINEERING SERVICES         |      | 1,545.00  |
| 590-000-930.000     |      |         |       | OPERATING & MAINT EXP        |      | 56,941.81 |
| 590-000-930.002     |      |         |       | HOCH ROAD #697 EXP           |      | 122.82    |
| 591-550-930.000     |      |         |       | OPERATING & MAINT EXP        |      | 1,907.00  |
|                     |      |         |       | TOTAL                        |      | 97,215.45 |



# ARCHITECTURE TECHNOLOGY, P.C.

1304 Business Park Drive  
Traverse City, MI 49686  
Tel.: (231) 933-4489  
\*

## AUTHORIZATION FOR ADDITIONAL SERVICES

To:

Acme Township  
6042 Acme Road  
Williamsburg, MI 49690

Owner's Authorized Representative: Mr. Doug White, Supervisor

(the Owner)

For:

Architectural and structural design of alterations to the one-story (plus basement), approximately 4,400 SF existing building at 6100 U.S. 31- North, Acme, Michigan.

By Architecture Technology, PC (the Architect)

Date: June 19, 2024

The current "Owner and Architect Agreement," dated March 4, 2024 and signed by the Owner and the Architect, is hereby modified as described below. The terms of the current Agreement remain in effect, except for the following changes:

- 1) ADDITIONAL SERVICES: The following architectural design services are added to the scope of design services for this Project:
  - a) Indicate in the Construction Documents removal and replacement of all floor coverings in the north wing of the existing building.
  - b) Indicate in the Construction Documents new paint finishes in the north wing of the existing building.
  - c) Indicate in the Construction Documents a new archway across Corridor 118 in the north wing of the existing building.
  - d) Indicate in the Construction Documents replacement of existing plastic laminate countertops in the north wing of the existing building (Reception 108 & Break Room 111) with new solid surface material countertops.
  - e) Indicate in the Construction Documents relocation of the door to existing Toilet Room 109 to the north wall of the room.
  - f) Indicate in the Construction Documents replacement of failed insulating glass units in existing aluminum-clad wood casement windows.
  - g) Indicate in the Construction Documents replacement of the existing door to the basement (in Reception 108) with an insulated door.
  - h) Indicate in the Construction Documents replacement of the existing hollow metal exterior double doors in the basement with new, insulated hollow metal double doors.

ARCHITECTURE TECHNOLOGY, P.C.  
PROPOSAL FOR ARCHITECTURAL SERVICES, CONT.

- 2) ADDITIONAL SERVICE FEES: Construction Documents phase architectural services fees shall be increased by one thousand, nine hundred twenty dollars (\$1,920).

Agreed to and accepted by:

Architecture Technology, P.C.

Acme Township



By: Richard A. Skendzel, AIA  
Its: President

By: Doug White  
Its: Supervisor

\* \* \*



# Memo

To: Acme Township Board of Trustees

From: Doug White, Acme Township Supervisor

Date: July 9<sup>th</sup>, 2024

Re: Appointments to Acme Township Parks and Trail Board and Planning Commission and Zoning Board of Appeals.

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## Appointments to the Acme Township Parks and Trail Board:

- Re appoint Nate Wielenga and Matt Morrison – to Parks and Trail. Term will expire on July 15, 2027.
- Re appoint Marcie Timmons and Jack Challenger – To Planning Commission. Term will expire on July 15, 2027.
- Re appoint Jim Maitland – To Zoning Board of Appeals. Term will expire on July 15, 2027.

June 30,2024

To: Jean Aukerman  
Acme Board of Trustees

Bunker Hill Road end beach access has become an increasingly popular spot for swimming in the summer months.

I have concerns about making it a safer place.

**Swimmer safety**

The boat launch has been there a long time, and it is an appropriate site to launch small boats. Could a line of buoys be set up to delineate the launch from the area used for swimming? This simply makes boaters aware that swimmers may be in the water.

Jet skis are also more often launched from the site. I have many times observed reckless driving near shore. Also, the jet skis are driven onto the beach. Jet skis and swimmers are not compatible uses and the potential for a serious accident is real.

For even more safety is there a possibility that this beach could become a designated beach next to the boat launch with demarcation with safety buoys?

**Traffic safety**

My other concern is the traffic light. Getting out of the parking lot is dangerous. The stoplight is not visible from the bay side as it is only a three sided light. Could a four sided light be installed?

Thank you for your consideration,  
Charlene Abernethy  
4312 Westridge Drive

## ACME SHORELINE SAFETY

Thank you to Acme Township and the Acme Shoreline Committee for providing substantial public access to Lake Michigan for the majority of township residents who do not own property with lake frontage, as well as others around the region, state and world.

Please consider actions toward 3 safety issues that exist along Acme Township's Lake Michigan shoreline.

1. Illegal operation of motorboats in waters adjacent to the parks, as well as near private lands with bay frontage presents substantial risk to swimmers, especially children, as well as threatening safety of those using small boats, paddleboards, etc. Although Acme has no specific obligation to control such violations, as a public service the following action is requested. Please consider placement of signs next to Yuba and Bunker Hill boat ramps reminding motorboat operators of pertinent Michigan regulations and providing users of these areas with contact information for Grand Traverse County Sheriff and Michigan DNR.

Suggested text of signs:

### ATTENTION BOATERS

Michigan law prohibits reckless operation of a vessel which disregards the safety or rights of others or endangers the person or property of others.

Boats operating at greater than slow, no wake speed must not be within 100 feet of:

1. Any marked swimming area or person(s) in the water;
2. A shoreline (in water less than three feet deep).

Personal Water Craft must stay at least 200 feet from any Great Lakes shoreline when operating at greater than slow, no wake speed.

IF VIOLATIONS ARE OBSERVED, PLEASE CONTACT:

Grand Traverse County Sheriff Department 231-922-4550

Michigan Department of Natural Resources 231-922-5280

2. As an additional safety measure, consider placing swim area buoys along the northern part of the Bunker Hill access.
3. It is difficult for motorists leaving Bunker Hill access to tell when they may proceed to cross US 31 and drive east on Bunker Hill, or turn onto US 31 because there is no light facing the bay side of the signal. By the time traffic stops, motorists waiting to turn left from the east side often fail to yield right-of-way to vehicles going straight, or turn illegally into the right lane, where motorists from the access may be trying to turn right. Please contact Michigan Department of Transportation and request a light on the west side of the signal.

These suggestions are based on my experiences as Red Cross Water Safety Instructor, MDNR Safe Boating Instructor and 65 years swimming, boating and fishing in Grand Traverse Bay.

Thank you.

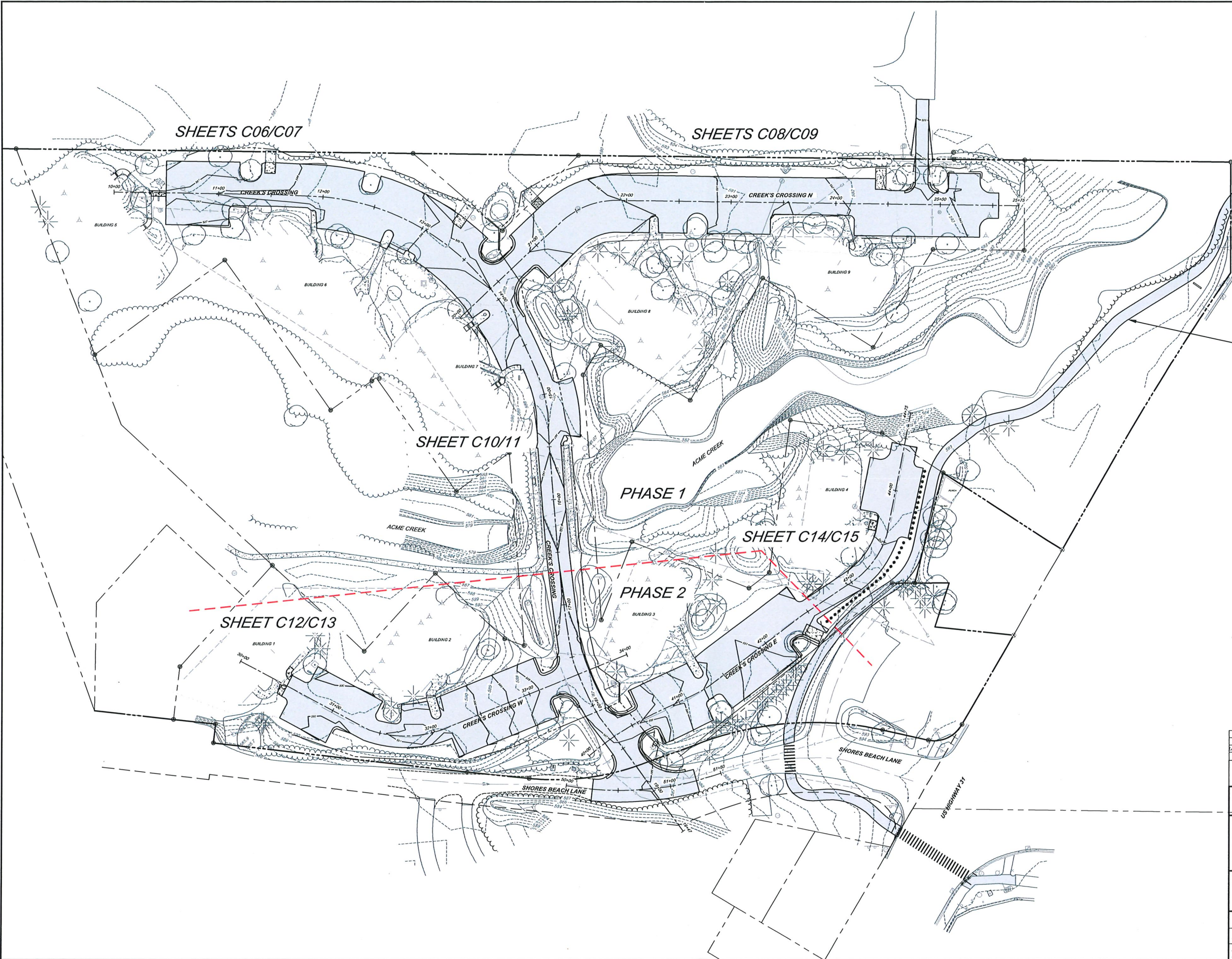
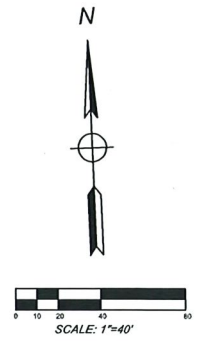
Michael R. Gill

**PROPOSED DEEPWATER CONNECTOR**


07/03/2024



UNMOTORIZED PATH SECTION  
SHORES BEACH LN TO ACME RD



PROPOSED  
DEEPWATER  
CONNECTOR TRAIL

|  |                    |                          |
|--|--------------------|--------------------------|
| APPROVED   | DATE               | 07/11/24                 |
| BY   | MARK               | DATE                     |
| <small>THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCAL CONDITIONS. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCALITY, CONDITION, DESIGN OR PURPOSE.</small> |                    |                          |
| <b>GRAND TRAVERSE RESORT &amp; SPA</b><br>6001 US-31 NORTH<br>ACME, MI 49610   |                    |                          |
| <b>OVERALL PLAN</b>  |                    |                          |
|   |                    |                          |
| <small>MANISTEE OFFICE<br/>302 River Street<br/>Manistee, MI 49660<br/>Tel. 231-724-5630<br/>www.SpicerGroup.com</small>   |                    |                          |
| DE. BY: LMR  | CH. BY: BMB        | PROJECT NO. 133205SG2022 |
| DR. BY: MTS  | APP. BY: SPM       |                          |
| STDS. -  | SHEET 05 OF 15     | C                        |
| DATE JULY, 2024  | FILE NO. D-6040-05 | 05                       |
| SCALE 1"=40'   |                    |                          |

P:\182021\133205SG2022\_Spicer\_Creeds\_Site\_Plan\ACME\_Creek\_Crossing\_Plan.dwg, 07/11/24 4:23:48 PM, mts@spicer.com, DWG To PDF.pcpl, ARCTIC revised D 08:00 07/11/24, 1:1

**Acme Township R#**  
**Resolution #1– Hampshire Drive**  
**Subdivision Road Improvement**  
**Special Assessment Project**

**TOWNSHIP OF ACME**

At a regular meeting of the Township Board of the Township of Acme, Grand Traverse County, Michigan, (the "Township") held at the Township Hall on July 9, 2024, at 7:00 p.m., there were

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**Resolution to Adopt this Petition for the Project, Schedule the Public Hearing  
On the Special Assessment Roll and Direct the Issuance of Statutory Trust Notices**

WHEREAS, the Board of Trustees of Acme Township has received a Petition from property owners in the Hampshire Drive Subdivision Road Improvement Special Assessment Project within the Township as described in **Exhibit A** (the "Project");

WHEREAS, preliminary plans and cost estimates for the Project have been filed with the Township Clerk;

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Project in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

WHEREAS, the Board of Trustees of the Township has determined to use special assessments to raise the money necessary;

WHEREAS, the special assessment district for the Project has been tentatively determined by the Township and is described in **Exhibit B**;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Trustees of Acme Township hereby declares its intent to proceed with the Project.
2. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, there shall be a public hearing on the Project and the proposed Special Assessment District for the Project which is known as the "Hampshire Drive Subdivision Road Improvement Special Assessment Project".



3. The public hearing will be held August 6, 2024 at 7:00 p.m. at the \_\_\_\_\_, \_\_\_\_\_, MI \_\_\_\_\_.

4. The Township Clerk is directed to mail, by first class mail, a notice of the public hearing to each owner of or party in interest in property to be assessed, whose name appears upon the last Township tax assessment records. The last Township tax assessment records means the last assessment roll for ad valorem tax purposes which has been reviewed by the Township Board of Review, as supplemented by any subsequent changes in the names or addresses of such owners or parties listed thereon. The notice to be mailed by the Township Clerk shall be similar to the notice attached as Exhibit B and shall be mailed by first class mail on or before July 26, 2024. Following the mailing of the notices, the Township Clerk shall complete an affidavit of mailing similar to the affidavit set forth in Exhibit C.

5. The Township Clerk is directed to have published a notice of the public hearing in the *Traverse City Record-Eagle*, a newspaper of general circulation within the Township. The notice shall be published twice, once on or before July 26, 2024 and once on or before August 1, 2024. The notice shall be in a form substantially similar to the notice attached as Exhibit B.

A vote on the foregoing resolution was taken and was as follows:

YES:

\_\_\_\_\_  
\_\_\_\_\_

NO:

\_\_\_\_\_

ABSTAIN:

\_\_\_\_\_

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a meeting of the Township Board on (July 2, 2024), at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Lisa Swanson  
Clerk, Township of Acme

## EXHIBIT A

### **PETITION TO THE TOWNSHIP BOARD OF TRUSTEES of ACME TOWNSHIP, COUNTY OF GRAND TRAVERSE TO APPROVE THE CONSTRUCTION, IMPROVEMENT AND/OR MAINTENANCE OF A ROAD SPECIAL ASSESSMENT PROJECT**

Being the record owners of land listed above in Acme Township, Grand Traverse County, Michigan, the Board of Trustees of Acme Township is requesting our opinion of whether to, or not to, continue forward with the proposed improvements to the road in front of our property, specifically: The construction, improvement and/or maintenance along Hampshire Drive within the Hampshire Hills Plat and out to Bunker Hill Road as shown below.

Work will include removing and recycling this existing roadway surface and creating a subbase of sufficient strength and durability to create a stable base for a new 3-1/2" Hot Mix Asphalt road surface. This new roadway will be approximately twenty-two feet wide in order to approach Grand Traverse County Road Commission Standards while minimizing the amount of front yard landscaping disturbance. The project will also include modifying the driveway approaches, mailbox locations, and drainage improvements (i.e.: ditching and replacement of deficient culverts) needed to match the new road grades and widths as well as preserve the stability of the roadway base and surface.

Funding for the overall project costs will be secured by the creation of a Special Assessment District by Acme Township in accordance with MCL 41.724, Section 4 of the Public Improvements Act, Public Act No. 188 of 1954, as amended, (MCL 41.724, *et seq.*).

The total estimated cost for this project is \$785,003.00 which would be \$952.00 a year for 15 years. The estimate includes the Grand Traverse County Road Commission Engineer's Opinion of Costs, costs for bonding, administrative costs, and interest.

**EXHIBIT B**  
Township of Acme  
Grand Traverse County, Michigan

NOTICE OF PUBLIC HEARING  
UPON A PROPOSED ACME TOWNSHIP ROAD PROJECT  
AND SPECIAL ASSESSMENT DISTRICT FOR THE PROJECT

NOTICE IS HEREBY GIVEN:

(1) The Acme Township Board of Acme Township, Grand Traverse County, Michigan, in accordance with the laws of the State of Michigan, will hold a Public Hearing on August 13, 2024, at 7:00 p.m., at the \_\_\_\_\_, \_\_\_\_\_, Michigan \_\_\_\_\_, to review the following proposed special assessment district:

**Hampshire Drive Subdivision  
Road Improvement Special Assessment Project**

(A fifteen-year program described as follows)

and to hear any objections thereto and to the proposed project.

The project (the "Project") will consist of the work described below on the following road:

Hampshire Drive as described below;

and the work will consist of the following: (See Exhibit A)

|  |                             |
|--|-----------------------------|
| <b>Estimated period of usefulness of the project:</b>  | <b>15 years plus</b>        |
| <b>Estimated Cost of the Road Construction Project</b> | <b><u>\$ 785,000.00</u></b> |
| <b>Total to be financed by Bonds not to exceed:</b>    | <b>\$ 785,000.00</b>        |

**Total amount per parcel without interest (\$952/ 55 parcels) – not to exceed \$952 per parcel**

**Total Principal and Interest Cost per parcel, if financed for 15 years, \$ \_\_\_\_\_ per year.**

**Break Down of Estimated Annual Principal and Interest per parcel is as follows:**

| <u>Year</u> | <u>Interest</u> | <u>Principal</u> | <u>Total</u> |
|-------------|-----------------|------------------|--------------|
| 1           | \$              |                  |              |
| 2           |                 |                  |              |
| 3           |                 |                  |              |
| 4           |                 |                  |              |
| 5           |                 |                  |              |
| 6           |                 |                  |              |
| 7           |                 |                  |              |
| 8           |                 |                  |              |
| 9           |                 |                  |              |

(To be Completed in July)

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(2) The Project is being designed to serve the properties in the Special Assessment District, which district is illustrated on the map (included) and includes the specific properties that are identified by the following:

INSERT PARCEL NUMBERS, PROPERTY ADDRESSES,  
[See Appendix B]

Followed by Map  
[See Appendix C]

(3) The Township plans to impose special assessments on the properties located in the Special Assessment District to pay for the costs of the Project.

(4) The preliminary plans and cost estimates for the proposed Project and the boundaries of the Special Assessment District are now on file in the office of the Township Clerk for public inspection. In accordance with Acme Township procedures, an “Expression of Interest” survey conducted by Acme Township to determine the interest of property owners to create a road improvement SAD, resulted in a majority of those responding indicating support for the project.

Pursuant to the provisions of Public Act 188 of 1954, record owners of property within the proposed Special Assessment District have the right to file a petition in opposition of the Project with the Township Clerk prior to the close of the scheduled January 9, 2024 first public hearing.

This notice is given by order of the Acme Township Board

Dated: \_\_\_\_\_

Lisa Swanson, Clerk  
Township of Acme

**EXHIBIT C**

AFFIDAVIT OF MAILING

STATE OF MICHIGAN            )  
  )  
COUNTY OF GRAND TRAVERSE)

Lisa Swanson, being first duly sworn, deposes and says that she personally prepared for mailing, and did on \_\_\_\_\_, 20\_\_\_, send by first-class mail, the notice of hearing, a true copy of which is attached hereto, to each record owner of or party in interest in all property to be assessed for the improvement described therein, as shown on the last local tax assessment records of the Township of Acme; that she personally compared the address on each envelope against the list of property owners as shown on the current tax assessment rolls of the Township; that each envelope contained therein such notice and was securely sealed with postage fully prepaid for first-class mail delivery and plainly addressed; and that she personally placed all of such envelopes in a United States Post Office receptacle on the above date.

\_\_\_\_\_  
Lisa Swanson  
Acme Township Clerk

Subscribed and sworn to before  
This \_\_\_\_ day of \_\_\_\_ 20\_\_

Notary Public

3. The public hearing will be held August 6, 2024 at 7:00 p.m. at the \_\_\_\_\_, \_\_\_\_\_, MI \_\_\_\_\_.

4. The Township Clerk is directed to mail, by first class mail, a notice of the public hearing to each owner of or party in interest in property to be assessed, whose name appears upon the last Township tax assessment records. The last Township tax assessment records means the last assessment roll for ad valorem tax purposes which has been reviewed by the Township Board of Review, as supplemented by any subsequent changes in the names or addresses of such owners or parties listed thereon. The notice to be mailed by the Township Clerk shall be similar to the notice attached as Exhibit B and shall be mailed by first class mail on or before July 26, 2024. Following the mailing of the notices, the Township Clerk shall complete an affidavit of mailing similar to the affidavit set forth in Exhibit C.

5. The Township Clerk is directed to have published a notice of the public hearing in the *Traverse City Record-Eagle*, a newspaper of general circulation within the Township. The notice shall be published twice, once on or before July 26, 2024 and once on or before August 1, 2024. The notice shall be in a form substantially similar to the notice attached as Exhibit B.

A vote on the foregoing resolution was taken and was as follows:

YES:

\_\_\_\_\_  
\_\_\_\_\_

NO:

\_\_\_\_\_

ABSTAIN:

\_\_\_\_\_

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a meeting of the Township Board on (July 2, 2024), at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Lisa Swanson  
Clerk, Township of Acme

## EXHIBIT A

### **PETITION TO THE TOWNSHIP BOARD OF TRUSTEES of ACME TOWNSHIP, COUNTY OF GRAND TRAVERSE TO APPROVE THE CONSTRUCTION, IMPROVEMENT AND/OR MAINTENANCE OF A ROAD SPECIAL ASSESSMENT PROJECT**

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Followed by Map  
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Township of Acme



**EXHIBIT C**

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STATE OF MICHIGAN            )  
  )  
COUNTY OF GRAND TRAVERSE)

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\_\_\_\_\_  
Lisa Swanson  
Acme Township Clerk

Subscribed and sworn to before  
This \_\_\_ day of \_\_\_ 20\_\_\_

Notary Public



Date: 06/25/2024

**PROPOSAL & LETTER AGREEMENT**

Project: Proposed Acme Township Hall Renovations

To: Doug White, Supervisor  
Acme Township  
6042 Acme Road  
Williamsburg, MI 49690  
(231) 938-1350  
dwhite@acmetownship.org

From: Andrew Farron, Project Manager  
Spicer Group Traverse City Office  
1624 Business Park Dr.  
Traverse City, MI. 49686  
(231) 499-9400  
andrew.farron@spicergroup.com

RE: Mechanical, Electrical, & Plumbing (MEP) Design Services for the Proposed Acme Township Hall

Doug,

This document contains Spicer Group's proposal to provide MEP high-level budgeting, engineering bid and specification services and professional engineered sealed drawings for a new Township Hall. The current facility being analyzed is located at 6100 US-31, Acme, MI 49610.

Since the scope of work is still being developed, our professional fees are proposed as hourly with target estimates for budgeting purposes. We will only charge for resources used and will not exceed our target without prior approval.

**PROJECT TEAM & EXPERIENCE**

**Strong Partnership**

Spicer Group, Inc. is a full-service consulting firm established in 1944, and employs 275+ staff members specializing in engineering, surveying, architectural, and community planning services. Together, for this project we offer a solid team for MEP engineering design services and supporting services.

**Spicer Group Team**

Andrew Farron, P.E. is a licensed Mechanical Engineer and Project Manager with 10 years of experience. Aaron Wosek is Spicer Group's MEP Supervisor and Architectural Engineering Project Manager and has 20 years of HVAC and plumbing design experience. Bo Reinhardt, P.E. is a licensed Electrical Engineer and Project Manager with 20 years of experience. Darrick Huff, P.E. is a licensed Electrical Engineer, AMEP/Municipal Group Director and Principal in Charge, and has over 30 years of experience. Also included on the Spicer Group MEP team are Jake Landrey, Mechanical Engineer, and Michael Rudnick, Mechanical Engineer Student and Design Technician.

### **Spicer Group Primary Contact List**

- Andrew Farron, P.E. Mechanical Engineer, Project Manager  
Spicer Group Traverse City Office  
Mobile office: (231) 499-9400  
andrew.farron@spicergroup.com
- Aaron Wosek, MEP Group Supervisor  
Spicer Group Traverse City Office  
Mobile office: (231) 645-5992  
aaron.wosek@spicergroup.com
- Bo Reinhardt, P.E., Electrical Engineer  
Spicer Group Traverse City Office  
Mobile Office: (231) 633-1204  
bo.reinhardt@spicergroup.com
- Darrick Huff, P.E., Principal  
Spicer Group Saginaw Office  
Mobile Office: (734) 787-0339  
darrickh@spicergroup.com

### **PROJECT UNDERSTANDING AND SCOPE OF WORK**

Acme Township is currently evaluating options for a new Township Hall facility. An existing building located at 6100 US-31, Acme, MI 49610 is being investigated with preliminary existing and proposed floor plans being provided by Architecture Technology, P.C. dated 11/28/23. Spicer Group has been asked to provide (2) construction budgets – one for the minimum MEP upgrades required for this new A-3 Assembly use group and another for recommended MEP upgrades to best suite the new layout and use type.

Additionally, if the purchase of this facility is deemed appropriate, Spicer Group has been asked to complete the MEP engineered bid and specification design.

Spicer Group is proposing a hourly proposal with a target fee. Based on the current scope and assumptions, it is understood that this process is fluid as the township continues evaluations.

#### **Design Assumptions:**

The following are design assumptions affecting scope and fee of this Proposal. If it is determined during the design process that these assumptions are incorrect, Spicer Group will discuss options with Acme Township and amend this Letter Agreement.

1. This is a bid and specification project.
2. No architectural, structural or site design is required by Spicer Group to complete this project.
3. No construction management is included in our scope.
4. No value engineering or redesign is included at this time.
5. Plotting, permitting and plan review fees are not included.
6. (4) site visits are included in this proposal.

**Information and Services Provided by Acme Township:**

Spicer Group requests the following:

1. Building architectural backgrounds in AutoCad format.
2. Preferred lighting, plumbing, and HVAC equipment/fixture selections, if any.

**PROJECT TIMELINE**

Spicer Group shall work with Acme Township to develop both budgets by January 7<sup>th</sup>, 2024. The timeline for design, bidding and construction are yet to be determined.

**SCOPE OF PROFESSIONAL SERVICES:**

The scope of our services, method of payment and the understanding of our professional relationship are described below. This proposal will remain valid for 60 days.

**I. MEP Construction Budgeting Services**

MEP budgeting services shall be time and materials with a targeted fee.

1. A breakdown budget of MEP items deemed required for change in use-group occupancy.
2. A breakdown budget of MEP items recommended for improved aesthetics & comfort.

**II. MEP Design Services**

MEP design services shall be time and materials with a targeted fee.

1. Coordination and development of mechanical HVAC plans in AutoCAD format.
2. Fresh outdoor air ventilation calculations.
3. HVAC air-side (furnaces, ductwork, diffusers, ERVs, exhaust fans and grilles) design and drawings.
4. HVAC equipment schedules.
5. Coordination and development of plumbing plans in AutoCAD format
6. Plumbing and sanitary system design.
7. Domestic hot water heating system design and drawings.
8. Plumbing Fixture Schedules.
9. Natural gas piping design.
10. Coordination and development of electrical plans in AutoCAD format.
11. Lighting design and calculations.
12. Emergency lighting design and calculations.
13. Site lighting design and calculations as needed.
14. Electrical power design and calculations.
15. Electrical service design and calculations.
16. Electrical one-line diagrams.
17. Book specifications per CSI 6-digit format for divisions 22, 23, 25, and 26.
18. Energy Code Compliance documents in ComCheck format.

**III. MEP Bidding Services**

MEP bidding services shall be time and materials with a targeted fee.

1. MEP RFIs.
2. MEP post-bid interviews if requested.

**IV. MEP Construction Administration:**

MEP construction administration shall be time and materials with a targeted fee.

1. Plan review response.
2. Shop drawing review.
3. RFI responses throughout construction.
4. Final punch list inspection and report.

**Deliverables**

1. Construction budget for minimum required MEP upgrades.
2. Construction budget for recommended MEP upgrades.
3. An electronic set of professional engineered sealed drawings (in .pdf format) as required for plan review and permitting.
4. Copies of electronic AutoCad files (in .dwg format) shall be emailed upon request.
5. RFI responses and shop drawing reviews as required.
6. Punchlist report upon substantial completion.

**Reimbursable Expenses:**

- A. None expected.

**Additional Services Not Included:**

Services not specifically listed in our scope of services are excluded from this proposed letter agreement.

Services not included but that may be requested include:

- A. Architectural and structural design and drawing services.
- B. Civil engineering (site, survey, landscape, watershed) design and drawings.
- C. Construction management including testing, inspections, and services.
- D. Redesign and value engineering that would require more than 4 hours of redesign and reissuance of drawings for plan review, permit, or construction.
- E. Low-voltage phone, data, smoke, fire alarm, security system specifications, and schematic design drawing.

If Additional Services are requested, Spicer Group shall require written approval by Acme Township.

**Fee Schedule:**

The following is a fee schedule is to complete the scope of work described above and as defined by this Proposal / Letter Agreement.

Spicer Group shall submit monthly invoices to Acme Township. Reimbursable fees (if required and approved by Acme Township) shall be included with explanation and receipt of payment. Approved additional services shall be billed on an hourly time and materials basis.

**PROPOSAL SUMMARY FEE**

**I. MEP Budgeting Services**

Fee.....Hourly, w/ Target of \$1,600-\$2,001

**II. MEP Design Services**

Fee.....Hourly, w/ Target of \$15,390-\$23,120

**III. MEP Bidding Services**

Fee ..... Hourly, w/ Target of ~~\$1,525~~ \$1,600

**IV. MEP Construction Administration**

Fee ..... Hourly, w/ Target of ~~\$3,480~~ \$4,260

**Total Fee Items I, II, III & IV. Hourly, w/ Target of ~~\$21,995~~ \$30,845**


The fees included in this Proposal / Letter Agreement are based on the project scope, data, and information provided. If the scope changes or our understanding was incorrect, we will work with Acme Township to amend or update this agreement.

Spicer Group Inc. General Conditions are attached and included as part of this agreement. Any changes to this agreement require written amendment by Spicer Group and written approval by Acme Township.

If this proposal meets with your approval, please provide an authorized signature and date on the line below. Please return one executed copy to Spicer Group.

We appreciate your consideration of Spicer Group and look forward to working on this project to continue to grow our long-term business relationship with Acme Township.

Sincerely,

  
Darrick W. Huff, P.E.  
Principal  
SPICER GROUP, INC

  
Andrew Farron, P.E.  
Project Manager  
SPICER GROUP, INC

\_\_\_\_\_  
Above proposal accepted and approved  
by Owner.  
**ACME TOWNSHIP**

By: \_\_\_\_\_  
**Doug White - Supervisor**

Date: \_\_\_\_\_

## GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

### SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

## SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal action is necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.



**2.7 Delivery and Use of Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

**2.8 Opinions of Probable Construction Costs.** In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

### SECTION 3

**3.1 Verification of Existing Conditions.** Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

**3.2 Construction Observation.** The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

**3.3 Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety

precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

**3.4 Design Without Construction Administration.** Unless Authorized, it is understood and agreed that the PROFESSIONAL's Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the perform of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the PROFESSIONAL.

If the OWNER requests in writing that the PROFESSIONAL provide any specific construction phase services after the date of this Agreement and if the PROFESSIONAL agrees in writing to provide such services, then they shall be compensated for as Additional Services.

**3.5 Pre-Engineered Buildings.** The OWNER acknowledges that it has requested the PROFESSIONAL to specify a pre-engineered building. The OWNER further acknowledges that the PROFESSIONAL will not engineer, design, manufacture, assemble or erect said building and is not responsible in any way for defects or deficiencies in the building. Therefore, the OWNER waives all claims against the PROFESSIONAL arising in any way from the specification of the building or for any defects, deficiencies, errors or omissions in the design, fabrication or erection of the building.

**3.6 Client Requested Substitutions.** Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

**3.7 Record Drawings.** If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

**3.8 Contingency Fund.** The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

**3.9 Code Compliance.** The PROFESSIONAL shall put forth reasonable professional effort to comply with applicable laws, codes and regulations in effect as of the date of (submission to building authorities). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the PROFESSIONAL to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

**3.10 Permits and Approvals.** The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Basic Services of this Agreement.

**3.11 Statutes of Repose and Limitation.** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of Final Completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

**3.12 Right of Entry.** OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. and the Owner.



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

MARLON I. BROWN, DPA  
DIRECTOR

Lormax Stern Acme LLC,  
Petitioner,

MICHIGAN TAX TRIBUNAL

v

MTT Docket No. 20-002232

Acme Township,  
Respondent.

Presiding Judge  
Jason C. Grinnell<sup>1</sup>

## **FINAL OPINION AND JUDGMENT**

### INTRODUCTION

This case involves Petitioner, Lormax Stern Acme LLC's (Lormax) challenge to Respondent, Acme Township's assessment of Lormax's improved commercial property for tax years 2020 and 2021.

This case was tried before the Tribunal on March 15, 2022 through March 17, 2022. The Tribunal has considered all of the testimony, the exhibits admitted into evidence, and the arguments by respective counsel. Furthermore, the Tribunal has weighed the evidence, judged the credibility of the witnesses, and applied the burden of proof, by a preponderance of the evidence, upon Lormax to make an independent determination of the true cash value (TCV) of the subject property for tax years 2020 and 2021.

Pursuant to R 792.10133, after hearing, the Tribunal must issue a final decision in writing. Additionally, "[a] written final decision shall include separate sections entitled "findings of fact" and "conclusions of law." Findings of fact "shall include a concise statement of the underlying supporting facts" that are "based exclusively on the evidence."<sup>2</sup> Accordingly, the Tribunal has not addressed every piece of evidence or every inference that might lead to a conflicting conclusion and has rejected evidence contrary to its findings. Furthermore, "[e]ach conclusion of law shall be supported by authority or reasoned opinion."<sup>3</sup> Accordingly, the Tribunal will begin by outlining the background of the case, finding of facts, followed by conclusions of law, and ultimately render judgment.

The Tribunal, having heard and considered the evidence adduced at hearing, the arguments of counsel, the case file, and for the reasons stated more fully below, the Tribunal finds that a reduction of the subject property's 2020 and 2021 TCV is

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<sup>1</sup> Former Tribunal Judge Christine Schauer presided at trial but has since retired.

<sup>2</sup> See also MCR 2.517(A).

<sup>3</sup> *Id.*

warranted. The Tribunal finds that the TCV, state equalized value (SEV), and taxable value (TV) are as follows:

**Parcel Number:** 2801-234-036-00

| Year | TCV       | SEV       | TV        |
|------|-----------|-----------|-----------|
| 2020 | \$917,500 | \$458,750 | \$458,750 |
| 2021 | \$917,500 | \$458,750 | \$458,750 |

**BACKGROUND**

As of the relevant valuation dates, Lormax was the owner of the property located at 6455 US-31 North, Acme Township, Grand Traverse County, Michigan (the subject property). The subject property is identified as parcel number 2801-234-036-00. Lormax purchased the subject property on December 8, 2018, for \$1,400,000. In 2019, Lormax and Acme Township stipulated to a TCV of \$1,400,000 and an assessed value (AV) of \$700,000.

As of the valuation dates at issue, the subject property was improved as a masonry one-story, freestanding big-box store. The subject property was originally constructed in 1989 for use by Kmart but had been vacant since 2017. The subject property contains one building with a gross building area of 86,479 square feet which sits on the rear of the parcel.

The subject property is located off of US 31-North and contains approximately 460 feet of frontage along US-31 and a depth of approximately 1,200 feet. The subject property is serviced by public utilities, including municipal sewer and water, natural gas, electric, and telephone. The property shares an access drive with the neighboring property. The neighboring property, a former Tom's Grocery Store, went out of business in 2019 and has sat vacant since. Across the street from the subject property is Grand Traverse Resort and Spa.

As of the valuation dates at issue, the subject property was situated in Acme Township's US-31 and M-72 Business District, specifically in the Corridor Flexible Zoning District (CF district). The CF district is intended to provide for a flexible mixture of retail, office, commercial, residential, and institutional uses within walkable and connected neighborhoods.<sup>4</sup> The objective is to create an environment where residents can live, work and shop for day-to-day amenities in the same area. The distinguishing characteristics of the CF district are retail, workplace and civic activities mixed with attached housing types such as townhouses and apartments all developed at a community scale. Permitted uses include professional offices, medical/dental offices, medical urgent care facilities, mixed use with residential above the 1<sup>st</sup> floor, residential uses with live/work units, multiple family housing, general retail less than 10,000 square feet, restaurants and coffee shops with no drive-thru or drive-in facilities, micro-

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<sup>4</sup> See Petitioner's Exhibit 4, Acme Township Zoning Ordinance.

breweries, small distilleries, small wineries, movie theaters, banks and financial without drive-thru facilities, grocery stores over 10,000 square feet, and hotels with greater than 120 rooms. Special use permits (SUP) must be obtained for certain uses in the CF district including general retail larger than 10,000 square feet, general retail serving alcoholic beverages, general retail with on-site production of items sold in or out of store locations, general retail with operating hours between 10 p.m. and 7 a.m., restaurants, café, coffee shops, or bars with outdoor service, shopping centers, and hotels with conference and convention facilities. Section 9.21 of Acme Township's Zoning Ordinance requires a SUP for a mixed use planned unit development (PUD).<sup>5</sup> The mixed use PUD permits the Township flexibility in the regulation of land development and to encourage innovation and variety in land use and design of projects of sufficient size to be considered self-contained, to the extent the projects are separated so as to not impact adversely on other land uses in the immediate vicinity, are not an integral part of other already developed or committed land uses, are directly accessible from major thoroughfares, and will not have any adverse economic, social, or environmental impact on surrounding land uses.<sup>6</sup> The PUD option is intended to allow, with Township approval, private or public development which is consistent with the goals and objectives of the Township Master Plan and Future Land Use Map. Use of the mixed-use PUD option will allow flexibility in the control of land development by encouraging innovation through an overall, comprehensive development plan to provide variety in design and layout; to achieve economy and efficiency in the use of land, natural resources, energy and in the provision of public services and utilities; to encourage useful open spaces suited to the needs of the parcel in question; to provide proper housing including workforce housing; and to provide employment, service and shopping opportunities suited to the needs of the residents of the Township.<sup>7</sup> Acme Township's zoning ordinance requires an applicant submit a completed application for a SUP, along with a site plan and a statement with supporting evidence and information required by Section 8.2.3d.<sup>8</sup> Section 9.1.2 provides that the application and site plan shall be reviewed by Acme Township's Planning Commission for recommendation on whether to approve, approve with conditions, or deny the SUP and is subject to final approval by Acme Township's board.<sup>9</sup>

Section 9.1.2(g) provides that no application for a SUP which has been denied wholly or in part by the Township Board shall be resubmitted until the expiration of one year or more from the date of such denial, except of the grounds of newly discovered evidence or proof of changed conditions.<sup>10</sup>

Section 19.7, requires a PUD application submission and review procedure with four primary steps: 1) pre-application submission and review, 2) submission of planned

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<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

<sup>10</sup> *Id.*

development plan and application materials, 3) preliminary review and approval of the planned development, and 4) final review and approval of the planned development.<sup>11</sup> In 2019, Lormax submitted a completed application and site plan to the Acme Township Planning Commission seeking approval for a PUD. Lormax's intent was to remodel and repurpose the former Kmart building into an indoor self-storage facility, pursue a townhome development on the north end of the property, convert the remaining space into mixed uses, such as retail, restaurants, cafes, offices, daycares, banks, etc., and would also include a park with a bike path.<sup>12</sup>

On September 23, 2019, the Acme Township Planning Commission preliminarily approved Lormax's PUD.<sup>13</sup> However, Lormax later withdrew its application.<sup>14</sup>

In 2021, after the relevant tax dates at issue in this case, Lormax submitted a second application, which the Acme Township Board recommended be denied based on the Commission's findings that the proposed PUD did not meet the requirements of the Acme Township Zoning Ordinance for a PUD. As a result, in May 2021, Mr. Stern e-mailed Lindsey Wolf, to formally withdraw Lormax's application.<sup>15</sup>

At hearing, Lormax offered testimony from Daniel Stern. Mr. Stern is part owner of Lormax and Mid-America Real Estate. Acme Township offered testimony from Dawn Kuhns. Ms. Kuhns is Acme Township's assessor. Lormax and Acme Township offered testimony from Lindsey Wolf. Ms. Wolf is employed with Acme Township as its planning and zoning administrator. In addition, Lormax and Acme Township each offered testimony from Michigan certified general appraisers John R. Widmer, Jr. and Garry D. Zachritz, who were both accepted by the court, as experts in the field of real property valuation. Both experts prepared an appraisal report containing data and photographs of the subject property and expressing opinions of value as of the December 31, 2019, and December 31, 2020 valuation dates.

#### PETITIONER'S CONTENTIONS

Petitioner's contentions of TCV, SEV, and TV are as follows:

**Parcel Number:** 2801-234-036-00

| Year | TCV       | SEV       | TV        |
|------|-----------|-----------|-----------|
| 2020 | \$775,000 | \$387,500 | \$387,500 |
| 2021 | \$775,000 | \$387,500 | \$387,500 |

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<sup>11</sup> *Id.*

<sup>12</sup> See Respondent's Exhibit 9, Lormax Stern's PUD pre-application.

<sup>13</sup> See Respondent's Exhibit 9, Acme Township Planning Commission Special Meeting from September 23, 2019.

<sup>14</sup> See Respondent's Exhibit 10, Acme Township Planning Commission Special Meeting from July 13, 2020.

<sup>15</sup> See Transcript 2, page 245.

PETITIONER'S ADMITTED EXHIBITS

|                                 |  |
|---------------------------------|--|
| P-1                             | Petitioner's valuation disclosure.   |
| P-4                             | Acme Township's Zoning Ordinance.  |
| Petitioner's Rebuttal Exhibit 1 | News-Review article titled <i>Construction begins for Great Lakes Energy headquarters expansion in Boyne City</i> (regarding Respondent's comparable 2). |
| Petitioner's Rebuttal Exhibit 2 | Google Maps aerial view of Respondent's comparable 3.  |
| Petitioner's Rebuttal Exhibit 3 | Listing for Respondent's comparable 3.   |
| Petitioner's Rebuttal Exhibit 4 | Google Maps aerial view of Respondent's comparable 4.  |
| Petitioner's Rebuttal Exhibit 5 | Google Maps aerial view of Respondent's comparable 5.  |
| Petitioner's Rebuttal Exhibit 6 | Google Maps aerial view of subject property.   |
| Petitioner's Rebuttal Exhibit 7 | Listing for Respondent's comparable 5.   |

PETITIONER'S WITNESSES

Daniel Stern<sup>16</sup>

At trial, testimony was elicited from one of Lormax's principals, Daniel Stern. Mr. Stern testified that Lormax has been in existence for 30 years and specializes in redevelopment of old malls and vacant buildings. Mr. Stern also testified that Lormax has ownership interests in a lot of dark stores or big-box stores. Mr. Stern testified that he was aware of a prior proposed development of the subject property which fell through, and knew the building was available. At the time Petitioner purchased the subject property, Mr. Stern believed reactivating the building for other uses was viable. Mr. Stern testified that when Lormax buys something vacant they never have one specific plan and consider alternative uses in analyzing a purchase. Prior to purchasing the subject property, Lormax considered the lack of population, lack of traffic, the subject area's household income, and concluded that retail use was not likely. Lormax purchased the subject property with the possibility for boat storage, corporate headquarters, a self-storage facility, a fulfillment center, or a combination of possibilities. Mr. Stern testified that Lormax intended to put the property to use that was different from its prior use as a single-retail tenant and the price Lormax paid for the property

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<sup>16</sup> See Transcript Volume 1, from March 15, 2022 hearing, pages 20-66.

was based on the proposed conversion to a different use. Mr. Stern testified that Lormax submitted a PUD to develop the front for small tenant retail, workforce housing, and that Lormax had a proposed buyer for the storage building in place. Prior to the PUD submission, Lormax discussed the various visions for the subject property with then Acme Township employee, Shawn Winter. Mr. Stern believed that Acme Township wanted to activate the building rather than have it sit vacant. The proposed buyer for the storage dropped out a few months into the process because it was too burdensome. Lormax continued the process for approval of conversion of the subject property to self-storage but learned the planning commission was dead set against it.

Since purchase, the subject property has been listed for lease or sale, with no interest in either. There has been no interest in the subject property under the current CF zoning either. There are people that were interested, but the use would be conditioned upon either a rezoning or PUD. At minimum, a SUP would be required to occupy any portion of the subject property.

Mr. Stern further testified that it has been unusually difficult to find a tenant because of the relatively small amount of uses the CF zoning allows. Further, the CF zoning requirements a SUP permit for anyone to occupy more than 10,000 SF. Additionally, the property located next door to the subject property, a former Tom's Grocery, also went out of business and is sitting vacant. Mr. Stern contends that Petitioner overpaid for the property, albeit knowing it had potential and permitted uses, but those uses were prohibited by Respondent, and Petitioner has incurred carrying costs as a result. In 2020, Petitioner applied for a PUD to allow for self-storage. Further, Mr. Stern acknowledges that the value of the subject property would increase upon approval of a PUD.

Lindsey Wolf<sup>17</sup>

Ms. Wolf testified that she is Acme Township's planning and zoning administrator, a position she has held for approximately three years. Ms. Wolf confirmed the subject property is located in the CF district. Ms. Wolf testified that the intent of the CF district is to provide a flexible mixture of retail, office, commercial, residential, and institutional uses within walkable and connected neighborhoods. During Ms. Wolf's tenure with Acme Township there have been a total of four SUP applications submitted to the planning commission, three of were approved by Acme Township's Board, with one still pending. Additionally, during Ms. Wolf's tenure with Acme Township there have been two PUD applications, one of which was approved by Acme Township's Planning Commission and the other approved without Acme Township's approval because it involved only a minor amendment.

In August 2019, Lormax initially applied for a mixed-use PUD to convert the subject property into self-storage and retail, with the potential to construct new buildings on the existing parking lot, along with a public park, pedestrian walkways, office and/or other

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<sup>17</sup> See Transcript Volume 1, from March 15, 2022 hearing, pages 67-88.



township uses, a potential daycare, and retail businesses with the opportunity for residential townhomes on the northern portion of the property. The CF district allowed everything but the self-storage. Ms. Wolf testified that there was opposition to Lormax's PUD from multiple residents at the public hearing and Ms. Wolf noted that a PUD cannot be used to skirt the zoning requirements.

On July 13, 2020, the Acme Township Planning Commission was scheduled to hold an initial public hearing on Lormax's PUD application. The public hearing was never held because the Planning Commission received notice from Petitioner that it may want to withdraw their PUD application. In May 2021, Mr. Stern e-mailed Ms. Wolf requesting to withdraw Petitioner's PUD application.

Ms. Wolf testified that in 2021, after the relevant tax dates at issue in this case, she received a call from TentCraft, who was looking to potentially repurpose the Kmart building. TentCraft intended to repurpose the building mix of pickle ball courts, a health facility, office space, self-storage, and light manufacturing, but nothing ever became of the inquiry. Most recently, Strathmore Real Estate Company had inquired about potential reuse of the building. Further, in March 2022, Strathmore submitted a proposed PUD involving the subject property and the neighboring, former Tom's Market.

John R. Widmer, Jr.<sup>18</sup>

Mr. Widmer is certified by the State of Michigan as a general appraiser with an MAI designation and 32 years of experience. At hearing, Mr. Widmer was qualified as an expert in real property appraisal without objection.

At hearing, Mr. Widmer testified that he has appraised approximately 25-30 freestanding big box stores in the last 10 years. Mr. Widmer testified that the subject property is 13.146 acres in size of which four and a half acres are unusable wetlands. Mr. Widmer testified that he visited the exterior of the subject property for approximately 5-10 minutes and found the rear portion of the property sloped down from the grade of the parking lot. Mr. Widmer used Pictometry with an overlay of the actual subject boundaries to calculate the unusable acreage. Mr. Widmer testified that most of the big-box stores he has appraised have uses. In this case, the building is a vacant shell building and in below average condition. Mr. Widmer determined that continued use as retail was not practical given the demographics, traffic counts, and various other factors. Mr. Widmer further discussed the physically possible, legally permissible uses for the existing structure and concluded that the current zoning made it difficult to determine whether any use could be adapted. Accordingly, Mr. Widmer concluded that the only remaining option was to demolish the improvements to ready the site for redevelopment at an unknown time. Mr. Widmer described other similar retail properties in the area and noted a new Meijer located only a few miles away from the subject property. Mr.

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<sup>18</sup> See Transcript Volume 1, from March 15, 2022 hearing, pages 89-206, Transcript Volume 2, from March 16, 2022 hearing, pages 213-223, and Transcript Volume 3, from March 17, 2022 hearing, pages 439-453.

Widmer noted that the new Meijer was built along M-72, which is the main throughway into Traverse City. Mr. Widmer also noted the 2019 closure of Tom's Market which is located next door to the subject, and reiterates his conclusion that retail use is not sustainable at the subject property. Mr. Widmer further testified that the main commercial corridor in Traverse City is located on South Airport Road. Mr. Widmer described the retail clustering of retail properties in that area and noted that the subject property is about a half-an-hour drive away. Mr. Widmer detailed his appraisal of other similar Kmart stores and explained that many of the big-box stores are divided into junior-big box stores, but in this case, concludes that the retail demographics of the area do not support dividing the subject property into junior-big box stores. Mr. Widmer testified that he spoke with various individuals in the area, all of which concluded that the subject property was not adaptable for retail use and that the few that were interested never came to fruition because of the township's restrictive zoning.

Regarding modification of the subject property, Mr. Widmer testified that the subject property could be adaptable for various components, specifically self-storage. Mr. Widmer acknowledged a developer must consider the zoning of a specific property to determine whether a potential use is legally permissible, and if not, the possibility of it happening in the future. Mr. Widmer testified that the highest and best use of a property must be legally permissible, allowable, and permitted by matter of right. Mr. Widmer determined the subject property is located in the CF district and based on his review of the ordinance, generally described the subject's current zoning as mixed use. Under the current CF zoning, Mr. Widmer concluded most uses would require a SUP, to which there is no guarantee one would be granted. Mr. Widmer further testified that he could not assume that a zoning variance or SUP would be granted but could consider the possibility and probability of one being granted. Mr. Widmer testified that Petitioner initially acquired the subject property to covert the building into self-storage. Mr. Widmer acknowledged Petitioner's proposed redevelopment was to adapt the property into self-storage, multi-family housing, and retail out lot type buildings. Based on his analysis, Mr. Widmer concludes that there is nothing you could adapt the subject property for under the current zoning. Mr. Widmer admitted that he is not a zoning expert and did not talk with anyone at the township about what would be allowed under the current CF zoning. Accordingly, Mr. Widmer concludes as improved, the improvements should be demolished to ready for future development and as vacant, speculative investment with no anticipated timeline for new development. Mr. Widmer testified that he considers Lormax Stern as the preeminent retail development and brokerage firm in the State of Michigan and notes that even Lormax could not get the property leased. Mr. Widmer acknowledged that as of December 31, 2019 and December 31, 2020, Petitioner had not applied for a PUD and the property was in the same condition as when Petitioner purchased it.

Mr. Widmer developed a sales comparison approach, finding that the cost approach and income approach were not relevant. Mr. Widmer explained the process of searching for comparables, starting with properties a mile away and then expanding as necessary until a sufficient comparable is found. Mr. Widmer utilized four sales comparables which he adjusted for property rights conveyed, financing, conditions of

sale, expenditures after sale, and market conditions.<sup>19</sup> Further, in his appraisal, Mr. Widmer determined the subject property had a usable area of 8.55 acres, after deducting the 4.5 acres of wetlands.<sup>20</sup>

Sales comparable 1 is approximately three miles away from the subject property, south of M-72, irregular in shape, with 11.3 acres. Mr. Widmer testified that sales comparable 1 was purchased in October 2020 for \$95,000. Further, the property is located in more of an industrial area, and zoned B4. A 3% negative market adjustment was applied because the sale occurred after the relevant tax day, concluding a land value of \$.19 cents per square foot.

Sales comparable 2 is also zoned B4 and adjoins a site that has an existing Tractor Supply. Sales comparable 2 is on the north side of M-72, approximately three miles away from the subject property, and approximately three acres in size. Mr. Widmer testified that this property sold in October 2020 for \$1,100,000. Mr. Widmer applied a 50% downward adjustment for the medical marijuana type acquisition and because the property is smaller in size, concluding a land value of \$3.70 per square foot.

Sales comparable 3 is located approximately five miles away from the subject property in Whitewater Township. Mr. Widmer admittedly testified that the sale "is not a very good sale" but decided to include it anyway. Sales comparable 3 is 34 acres in size with and is zoned A1. Mr. Widmer adjusted upward for use zoning and for the larger size of the parcel, concluding a land value of \$.20 cents per SF.

Sales comparable 4 is approximately five miles away from the subject property and a short distance away from Cherry Capital Airport. Sales comparable 4 was a former Chemical Bank, just under seven acres in size, which sold for \$200,000 or \$.67 cents per square foot, in February 2018. Mr. Widmer testified that he applied an upward adjustment for location and a downward adjustment for parcel size, concluding a land value of \$.71 cents per SF.

After eliminating sales comparable 2, Mr. Widmer concluded a \$.33 cents price per square foot. Ultimately Mr. Widmer decided not to use any of the sales comparables and relied on the sale of the subject property instead.

Mr. Widmer testified that Petitioner's purchase of the subject property for \$1,400,000 was predicated on a belief that approval would be granted for alternate use. Accordingly, Mr. Widmer determined that the raw sale price of the subject property could not be used to determine value. Instead, Mr. Widmer applied a 10% negative adjustment for the fact that the building could not be adapted and thus, Petitioner would have paid less, and a 3% upward adjustment for market conditions. Based on his determination of highest and best use as vacant, Mr. Widmer used the Marshall

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<sup>19</sup> Although Mr. Widmer described the sales as "Improved Sales" in page 41 of his appraisal, the Tribunal confirmed all of the sales used by Mr. Widmer were vacant as of the valuation dates at issue in this case.

<sup>20</sup> See page 45 of Petitioner's valuation disclosure.

Valuation Service and the cost to demo a similar size Kmart store in Livonia, to arrive at an adjusted per SF cost of \$5.42 square foot to demolish the building. After deducting the cost to demolish the building, Mr. Widmer concluded a TCV of \$775,000 for both tax years at issue.

**RESPONDENT'S CONTENTIONS**

The property's TCV, SEV and TV, as confirmed by the BOR, are as follows:

**Parcel Number:** 2801-234-036-00

|      |             |           |           |
|------|-------------|-----------|-----------|
| 2020 | \$1,406,800 | \$703,400 | \$703,400 |
| 2021 | \$1,414,200 | \$707,100 | \$707,100 |

Respondent's revised contentions of TCV, SEV and TV are as follows:

**Parcel Number:** 2801-234-036-00

| Year | TCV         | SEV       | TV        |
|------|-------------|-----------|-----------|
| 2020 | \$1,900,000 | \$950,000 | \$950,000 |
| 2021 | \$1,900,000 | \$950,000 | \$950,000 |

**RESPONDENT'S ADMITTED EXHIBITS**

- R-4 June 15, 2021 GD Zachritz Appraisal
- R-5 2021 Property Record Card
- R-6 Acme Township Zoning Ordinance Section 6.6
- R-9 September 23, 2019 Acme Township Planning Commission Meeting Minutes
- R-10 July 13, 2020 Acme Township Planning Commission Meeting Minutes

**RESPONDENT'S WITNESSES**

Garry D. Zachritz<sup>21</sup>

Mr. Zachritz is certified by the State of Michigan as a commercial appraiser since 1977. At hearing, Mr. Zachritz was qualified as an expert in real property appraisal after voir dire by Petitioner's counsel. Mr. Zachritz primarily works in the northwest Michigan market and has previously completed appraisals in Grand Traverse County and Acme Township. Mr. Zachritz testified that he has not previously appraised any other freestanding big-box stores.

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<sup>21</sup> See Transcript Volume 2, from March 16, 2022 hearing, pages 248-415.

Mr. Zachritz testified that the subject property was originally listed for \$2,500,000 and sold for \$1,400,000. Mr. Zachritz determined the size of the subject parcel was 11 plus or minus acres, with 86,479 square feet, based on public record and the marketing package. Mr. Zachritz inspected the interior and exterior of the subject property and found the building in above-average condition. Based on his 40-years of appraisal experience, Mr. Zachritz described the economic viability of the subject neighborhood as average and agreed that the new 24/7 hour Meijer and other developments along M-72 hurt the subject property. Mr. Zachritz noted that visitors staying at the neighboring Grand Traverse Resort and Spa would drive past the former Tom's Grocery and Kmart to get to their destination. Mr. Zachritz contends, based on his knowledge and experience, that the subject property is interconnected with the neighboring areas, is not stand-alone as Petitioner's expert suggests, and is a viable corridor with a ton of traffic.

Concerning highest and best use, Mr. Zachritz testified about several other Kmart properties were sold and converted into other uses and not demolished, specifically one in Ludington and one in Grayling. Mr. Zachritz relied on his land sales, with no adjustments, to conclude the value of the subject land was \$1,300,000. Mr. Zachritz further found that all of his sales comparables were repurposed, suggesting the buildings are more valuable than the land, and concluded the highest and best use, as improved, was speculative with some sort of reuse or interim use. Mr. Zachritz theorized that the current zoning allows a variety of different uses for the building and predicated his opinion on the comparables he used.

Mr. Zachritz testified that he considered all three approaches to value the subject property and concluded that the sales comparison approach was the only basis that a purchaser of the subject property would consider. Mr. Zachritz completed a sales comparison approach consisting of four sales, one of which was the subject, and one listing. According to Mr. Zachritz, the most appropriate unit of comparison for the subject property was the sale price per building square foot.

The first sale used by Mr. Zachritz was the subject property. Mr. Zachritz testified that he spoke with the listing agent who informed him the original listing price for the subject property was \$2,500,000, which was later reduced to \$2,200,000, and Petitioner's offer of \$1,400,000 was accepted. Mr. Zachritz contends that the lowered sale price of the subject property reflects that the seller was motivated and wanted to close the deal before the end of the year. It was Mr. Zachritz's opinion that the seller sold the property to "clear its books," so he applied a 20% upward adjustment as a result.

Sales comparable 2 is located in Boyne City and is smaller in size than the subject. Mr. Zachritz testified that this property was a vacant supermarket that was listed for sale at \$1,200,000 and sold for \$900,000. Mr. Zachritz spoke with the broker who informed him the buyer was going to convert the building into office space. Further, Mr. Zachritz testified that Boyne City's population is smaller than the subject's community but did not feel an adjustment for the difference in population or location was necessary. Mr. Zachritz testified that this property is smaller than the subject property and therefore he made an adjustment to reflect the difference in size.

Mr. Zachritz testified that sales comparable 3 is also smaller in size than the subject, is located in Big Rapids, and had been redeveloped. Mr. Zachritz testified that the population of Big Rapids is approximately 10,000 versus Traverse City proper of 15,000 but did not feel an adjustment was necessary. Mr. Zachritz further testified that this sale was smaller than the subject property and therefore the only adjustment he made was for size.

Sales comparable 4 is located in Kalamazoo and sold in 2015. Mr. Zachritz testified that this property was a single-use building that was repartitioned into smaller spaces. Mr. Zachritz applied a mild market adjustment for this sale because the sale occurred in 2015.

Mr. Zachritz also included a current listing located in Grand Traverse County, which he described as a distressed shopping center that started to go bad when the Grand Traverse Mall was constructed. Further, a former Kmart store was part of the shopping distressed shopping center.

Mr. Zachritz concluded based on his sales comparison approach a TCV of \$21.94 per square foot, resulting in a rounded TCV of \$1,900,000.

Under cross-examination, Mr. Zachritz conceded that he did not measure the subject property to determine the useable acreage but relied on the record card and listing agent to conclude that the subject consists of 11 acres. Mr. Zachritz admitted to low lying, below grade acreage behind the subject property but did not address the issue of useability in his appraisal. During cross, Mr. Zachritz admitted that under the current zoning ordinance the subject building could not be repurposed into a single-tenant user, without a SUP, because the CF zoning does not allow the use of any building over 10,000 square feet without a SUP. Mr. Zachritz further testified that the CF zoning allows for a variety of different uses, but the CF zoning is not the most liberal. Further, Mr. Zachritz agreed that retail use of the subject property was not supported. Under cross-examination, Mr. Zachritz also admitted that he made no adjustments to his sales comparables, instead, Mr. Zachritz testified, "I use that data in my body of knowledge to opine a value."

During cross, Mr. Zachritz testified concerning two land sales he referenced in his appraisal, one for \$2.14 per square foot and the other for \$1.59 per square foot.<sup>22</sup> Averaging the two sales resulted in a price per square foot of \$1.86 or \$895,000 for the land value. Although Mr. Zachritz conceded the \$3.35 price per square foot was an error and should be reduced to \$1.59 per square foot, he testified that his final opinion of value of \$1,300,000 for the underlying land was still a valid conclusion, albeit the \$1,300,000 million is outside the parameter of the two sales he actually used and relied on.

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<sup>22</sup> At hearing, Mr. Zachritz conceded that the \$3.35 per square foot listed in page 20 of his appraisal was incorrect, and should be \$1.59 per square foot.

Dawn Kuhns<sup>23</sup>

Ms. Kuhns has been Acme Township's assessor since 1993. Ms. Kuhns testified regarding the 2021 property record card, Respondent's admitted exhibit five (5), which include the values for the 2020 tax year. She testified that the 2020 AV is \$703,400, making the TCV \$1,406,800. She further testified that she came up with the 2020 AV based on a stipulation from a 2019 case before the Tribunal from when the Petitioner had purchased the property. The township adjusted the value of the land to have a rural land value with some commercial and it resulted in about a .5% increase in the assessment from 2019 to 2020. Regarding the 2021 assessment, Ms. Kuhns stated that there was a slight adjustment in the land value and buildings and clarified that there was not much change in the market in the township at that time.

On cross examination, Ms. Kuhns testified she valued the subject property using the mass appraisal cost approach which does not look at the subject property individually. Ms. Kuhns further stated that the cost approach is more relevant for newer properties and because it is difficult to estimate depreciation of older improvements. Regarding the economic condition factor (ECF), Ms. Kuhns stated the State Tax Commission requires assessors to calculate an ECF yearly. However, Ms. Kuhns admitted that Respondent's exhibit five (5), the property record card, does not specify or provide information about how the ECF was calculated or information relating to the land sales study. Further, Ms. Kuhns did not have information regarding the land sales study and was not able to testify about the study. Regarding the acreage of the property, Ms. Kuhns testified that she did not see or use a survey to determine the size of the subject property but did use the GIA system, which she claimed is "rather accurate." Further, Ms. Kuhns stated that she valued the subject property as a Class C property because it is a concrete block, open box building with minimal windows, and carried forward depreciation adjustments based on a physical inspection made in prior years.

#### FINDINGS OF FACT

The Tribunal's Findings of Fact concern only evidence and inferences found to be significantly relevant to the legal issues involved; the Tribunal has not addressed every piece of evidence or every inference that might lead to a conflicting conclusion and has rejected evidence contrary to those findings.

1. The tax years at issue in this case are 2020 and 2021.
2. The subject property is located at 6455 US Highway 31 North, Acme Township, Grand Traverse County, Michigan 49637 with parcel identification number 2801-234-036-00.
3. The subject property is a former Kmart store that was vacant as of the tax days at issue in this case.
4. The subject property is a free-standing big-box store, constructed in 1989, and 86,479 square feet in size.

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<sup>23</sup> See Transcript Volume 3, from March 16, 2022 hearing, pages 422-438.

5. The subject property was originally listed for sale for at \$2,500,000 and was later reduced to \$2,200,000.
6. Petitioner purchased the subject property in 2018 for \$1,400,000.
7. For tax year 2019, the parties stipulated to a TCV of \$1,400,000.
8. The property record card lists the land size as 11 acres.
9. Lormax Stern's marketing listing describes the subject parcel as 11 acres in size.
10. The gross usable area of the subject property is 11 acres or 479,160 square feet in size.
11. The rear portion of the property as of the tax dates at issue contained unusable wetlands.
12. The subject property is located off of highway US-31, near Grand Traverse Resort, and contains approximately 460 feet of frontage along US-31 and a depth of approximately 1,200 feet.
13. The subject property is serviced by public utilities, including municipal sewer and water, natural gas, electric, and telephone.
14. The subject property shares an access drive with the neighboring property. The neighboring property, a former Tom's Grocery Store, went out of business in 2019 and was vacant during the tax years at issue.
15. The subject property is zoned CF.
16. CF zoning requires a SUP for anyone to occupy more than 10,000 square feet.
17. During the tax years at issue, the subject property was listed for sale and available to lease.
18. Petitioner's expert did not inspect the interior of the subject property.
19. Respondent's expert conducted an interior inspection of the subject property and determined the building was in good condition.
20. Petitioner is in the business of acquiring, developing, building, and managing properties and has re-purposed many single-tenant big box stores.
21. The Acme Township Board has the authority to approve and deny PUD and SUP.
22. Petitioner's expert, Mr. Widmer, prepared a written appraisal report valuing the subject property at \$775,000 for both tax years at issue.
23. Mr. Widmer valued the subject property under the sales comparison approach.
24. Mr. Widmer relied solely on the subject property's purchase price with adjustments in arriving at his value conclusion.
25. Mr. Widmer concluded the highest and best of the property as improved, as of the assessment dates at issue in this case was to demolish the improvements and hold for a mixed-use type development.
26. Mr. Widmer concluded the highest and best of the property as vacant, as of the assessment dates at issue in this case was speculative investment, with no anticipated timeline for new development of the site.
27. Respondent's expert, Mr. Zachritz, prepared a written appraisal report valuing the subject property at \$1,900,000 for the 2020 tax year.
28. Mr. Zachritz concluded the highest and best of the property as improved for the 2020 tax year was speculation for reuse or redevelopment.
29. Mr. Zachritz concluded the highest and best of the property as vacant for the 2020 tax year was speculation.



30. Mr. Zachritz did not prepare an appraisal report for the subject property for the 2021 tax year.
31. Mr. Zachritz valued the subject property under the sales comparison approach.
32. Mr. Zachritz did not make any adjustments to his vacant land sales.
33. The cost approach and income approach are not reliable in this case to value the subject property.
34. The highest and best use of the property as vacant as of the assessment dates at issue in this case is speculative for future development.
35. The highest and best use of the property as improved as of the assessment dates at issue is to demolish the existing improvements and hold for future development.

## CONCLUSIONS OF LAW

### Highest and Best Use

To properly determine the TCV of the subject property for the tax years at issue, the Tribunal finds that it must first determine the appropriate “highest and best use” of the subject property, then determine the going-concern value for the subject property given its highest and best use, and finally, determine the value of the subject real property by reducing the going-concern value by the value of any personal or intangible property.<sup>24</sup>

One of the most significant issues in this case is the highest and best use of the subject property since the Tribunal is required to make a determination of a subject property's highest and best use.<sup>25</sup> A property's highest and best use is the “reasonably probable use of property that results in the highest value.”<sup>26</sup> To be reasonably probable, a use must be physically possible, legally permissible, and financially feasible.<sup>27</sup> Uses that satisfy these three criteria are then tested “for economic *productivity*, and the reasonably probable use with the highest value is the highest and best use.”<sup>28</sup>

The highest and best use analysis examines two perspectives. First, the use of real estate based on the presumption that the parcel of land is vacant or could be made vacant and second, the use that should be made of the real estate as it exists for the tax years at issue. The as vacant analysis focuses on alternative uses of the land, with appraisers analyzing each reasonably probable use to determine whether, when, and how a vacant property should be developed.<sup>29</sup> The as-improved analysis considers whether the existing improvements should be retained, modified, or demolished.<sup>30</sup>

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<sup>24</sup> “Going-concern value includes the incremental value associated with the business concern, which is distinct from the value of the tangible real property and personal property.” Appraisal Institute, *The Appraisal of Real Estate* (Chicago: 15<sup>th</sup> ed, 2020, at 666-667).

<sup>25</sup> *Detroit Lions, Inc. v. Dearborn*, 302 Mich App 676, 697, 840 NW2d 168 (2013).

<sup>26</sup> Appraisal Institute, *The Appraisal of Real Estate* (Chicago: 15<sup>th</sup> ed, 2020, at 305).

<sup>27</sup> *Id.* at 305.

<sup>28</sup> *Id.* at 305.

<sup>29</sup> *Id.* at 307.

<sup>30</sup> *Id.* at 307-308.

One of the key determinations the Tribunal must make is whether the appraisers' conclusions as to the highest and best use are legally permissible. "Generally, factors such as private restrictions, *zoning*, building codes, and environmental regulations, may preclude many potential land uses. To analyze legal permissibility, an appraiser determines which uses are permitted by *current zoning*, which uses could be permitted if a zoning change were reasonably probable, and which uses are precluded by private restrictions on the site."<sup>31</sup> With regard to the probability of a zoning change, *The Appraisal of Real Estate* states:

"[i]n investigating the reasonable probability of a zoning change, an appraiser considers zoning trends and the history of rezoning requests in the market area as well as documents such as the community's comprehensive plan (or master plan). Appraisers can usually eliminate the following from consideration as potential highest and best uses: uses for which zoning changes have been requested but denied in the past, such as an in industrial use in an area where several industrial zoning changes have been turned down in the past two years."<sup>32</sup> Additionally, decisions on zoning ordinances are made by elected officials, and the processes are often heavily contested, costly, and time consuming. The outcomes are not known until official actions are taken.<sup>33</sup>

In this case, Acme Township's planning and zoning administrator testified concerning the CF district which provides for a flexible mixture of retail, office, commercial, residential, and institutional uses within walkable and connected neighborhoods. Ms. Wolf testified that since her time with Acme, the township has never denied a SUP and that an SUP would be required if Petitioner intended to reuse the existing building.

Looking at the subject property's retail metrics both experts agree that the subject property does not qualify as a potential retail location because there is no demand for retail use at the subject property. To further complicate matters, the CF district restrictions make it difficult to determine whether any use could be adapted to make the building useable again. At hearing, Lormax's principal, Mr. Stern, testified that there is minimal, if any, interest from retailers in the subject property due to the restrictive zoning. Although multiple vacant Kmart stores have been converted to self-storage facilities, in this case, self-storage is not permissible within the CF district.

Ultimately the zoning ordinance determines what is legally permissible or not. The Tribunal finds there is no demand for retail use at the subject property based on the evidence presented and testimony at hearing. Further, neither party can assume that a zoning variance, PUD, or SUP would be granted because it is uncertain. However, the parties can consider the possibility of securing a zoning variance, PUD, or SUP, and weigh the probability of it. Petitioner contends that it purchased the subject property

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<sup>31</sup> *Id.* at 308.

<sup>32</sup> *Id.* at 309.

<sup>33</sup> *Id.* at 309.

intending to convert the property to an entirely different use. At hearing, Mr. Stern testified that Lormax purchased the property with the intent to transform the property into self-storage. At hearing, Mr. Stern provided testimony that there had been no prospective buyer or developer who wanted to develop the property under the current CF district zoning. Moreover, the few that did inquire wanted a contingency upon either a rezoning or PUD and ended up walking away given the lengthy process involved in securing such from Acme Township. Further, Mr. Widmer contends that the poor location and zoning negatively influence Petitioner's ability to use the property. In his appraisal, Mr. Weidmer concluded that the cumulative impact of the property's age, location, and zoning, combine to make the existing improvements worthless, resulting in a highest and best use of vacant land. Accordingly, Mr. Weidmer concluded that the highest and best use as vacant would be speculative and the highest and best use as improved would be to demolish the existing improvements and either market the site as vacant or ready the site for future development in accordance with the current zoning requirements.

The question posed by the evidence is not whether the property will be redeveloped but when and how. Both experts failed to perform a full analysis of highest and best use of the property for the redevelopment uses permitted in the CF district. Further, without a market study the Tribunal is unable to conclude what will be developed on the site or the timing of the project. Based on the evidence presented at hearing, the Tribunal finds the highest and best use for both years under appeal is to hold the property until it reaches its redevelopment potential as the maximally productive use of the land after demolition of the improvements.

### Valuation

The assessment of real and personal property in Michigan is governed by the constitutional standard that such property shall not be assessed in excess of 50% of its TCV.

The legislature shall provide for the uniform general ad valorem taxation of real and tangible personal property not exempt by law except for taxes levied for school operating purposes. The legislature shall provide for the determination of true cash value of such property; the proportion of true cash value at which such property shall be uniformly assessed, which shall not exceed 50 percent.

The Michigan Legislature has defined TCV to mean:

The usual selling price at the place where the property to which the term is applied is at the time of assessment, being the price that could be obtained for the property at private sale, and not at auction sale except as otherwise provided in this section, or at forced sale.

The Michigan Supreme Court has determined that “[t]he concepts of ‘true cash value’ and ‘fair market value’ . . . are synonymous.”

“By provisions of [MCL] 205.737(1) . . . , the Legislature requires the Tax Tribunal to make a finding of true cash value in arriving at its determination of a lawful property assessment.” The Tribunal is not bound to accept either of the parties’ theories of valuation. “It is the Tax Tribunal’s duty to determine which approaches are useful in providing the most accurate valuation under the individual circumstances of each case.” In that regard, the Tribunal “may accept one theory and reject the other, it may reject both theories, or it may utilize a combination of both in arriving at its determination.”

A proceeding before the Tax Tribunal is original, independent, and de novo. The Tribunal’s factual findings must be supported “by competent, material, and substantial evidence.” “Substantial evidence must be more than a scintilla of evidence, although it may be substantially less than a preponderance of the evidence.”

“The petitioner has the burden of proof in establishing the true cash value of the property.” “This burden encompasses two separate concepts: (1) the burden of persuasion, which does not shift during the course of the hearing, and (2) the burden of going forward with the evidence, which may shift to the opposing party.” However, “[t]he assessing agency has the burden of proof in establishing the ratio of the average level of assessments in relation to true cash values in the assessment district and the equalization factor that was uniformly applied in the assessment district for the year in question.”

The three most common approaches to valuation are the capitalization of income approach, the sales comparison, or market approach, and the cost-less-depreciation approach. “The market approach is the only valuation method that directly reflects the balance of supply and demand for property in marketplace trading.” The Tribunal is under a duty to apply its own expertise to the facts of the case to determine the appropriate method of arriving at the TCV of the property, utilizing an approach that provides the most accurate valuation under the circumstances. Regardless of the valuation approach employed, the final valuation determined must represent the usual price for which the subject would sell.

#### Cost Approach

The cost approach “is particularly useful in valuing new or nearly new improvements and properties that are not frequently exchanged in the market.” Further, it is more useful when “a lack of market activity limits the usefulness of the sales comparison approach” and it is “especially persuasive when land value is well supported, and the improvements are new or suffer only minor depreciation . . . .” Neither party’s appraiser relied on the cost approach to value the property. The Tribunal does not find this approach reliable in valuing the property.

### Income Approach

“In the income capitalization approach, the present value of the anticipated future benefits of property ownership is measured. . . . In direct capitalization, the relationship between one year’s income and value is reflected in either a capitalization rate or an income multiplier.” Neither party’s appraiser relied on the income approach to value the property. The Tribunal does not find this approach reliable in valuing the property.

### Sales Comparison Approach

“The sales comparison approach is most useful when a number of similar properties have recently been sold or are currently for sale in the subject property’s market.” The relevant method advanced by the parties in this case was the sales-comparison or market approach. “The sales-comparison approach indicates true cash value by analyzing recent sales of similar properties, comparing them with the subject property, and adjusting the sales price of the comparable properties to reflect differences between the two properties.”<sup>34</sup> Based on the testimony and evidence presented in this matter, the Tribunal agrees that the appropriate method of determining the TCV of the subject property for the tax years at issue is the sales comparison approach.

Determining the TCV of a parcel of property is “not an exact science”; it involves examining and weighing the values provided by both parties with the goal of reaching a “well-supported conclusion that reflects the study of all factors that influence market value” of the property.<sup>35</sup> Further, the Tribunal is not required by any law “to quantify every possible factor affecting value.”<sup>36</sup> The sales comparison method involves researching, analyzing, and adjusting sales of similar vacant parcels to render a value conclusion. The market extraction method involves estimating the depreciated cost of a property’s improvements from the property’s total sale price to arrive at a land value.

Although both experts utilized the sales comparison approach, the experts disagreed on what unit of comparison should be used to determine the subject property’s TCV. Mr. Zachritz concluded that the most appropriate unit of comparison was the sale price per building square foot. Conversely, Mr. Widmer concluded that the most appropriate unit of comparison was the sale price per square foot of land area less the costs to demolish the existing building. Although the price per building square foot and price per square foot of land area are both acceptable units of comparison, the Tribunal has already determined that the highest and best use of the subject property was to demolish the building, to ready the site for future development, which thereby renders Mr. Zachritz’s sales comparison analysis of improved sales unreliable and not credible in this case.

Petitioner’s expert, Mr. Widmer, identified four comparable vacant land sales that sold between February 2018 and October 2020. Two of the sales were located in Acme Township, one sale was in Whitewater Township, and one sale in East Bay Township.

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<sup>34</sup> *Meadowlanes Ltd Dividend Housing Ass’n v City of Holland*, 437 Mich 473, 485; 473 NW2d 636 (1991).

<sup>35</sup> *Great Lakes Div. of Nat’l Steel Corp.*, 227 Mich App at 398-399; 576 NW2d 667.

<sup>36</sup> *Id.*

The unadjusted sales prices for the four parcels ranged from \$95,000 to \$1,100,000 and ranged in size from 2.80 acres to 33.91 acres. The unadjusted sales prices of the four sales ranged from \$.16 cents to \$9.02 per square foot of land area. After applying adjustments for conditions of sale, market conditions, and parcel size, Mr. Widmer arrived at an adjusted price range from \$.19 cents to \$3.70 per square foot of land area. Ultimately, Mr. Widmer concluded that the large range in value per square foot of land area was not reliable, and concluded the sale of the subject property was the best available evidence of value.

Using the subject's sale price of \$1,400,000, Mr. Widmer calculated the unadjusted price per square foot of land area at \$2.44 per square foot. Mr. Widmer arrived at the \$2.44 per square foot by converting 13.15 acres into a price per square foot to arrive at a total price per square foot for the subject parcel of \$572,814.<sup>37</sup> Mr. Widmer then divided the \$1,400,000 sale price by the total square footage of the parcel to arrive at his unadjusted value per square foot of \$2.44.

In addition, Mr. Widmer made adjustments to the unadjusted price for market conditions and conditions of sale. Mr. Widmer applied a 3.2% upward adjustment for market conditions and a 10% negative adjustment for conditions of sale. The Tribunal finds based on the market evidence submitted in Mr. Widmer's appraisal that his 3.2% adjustment for market conditions is reasonable and supported by the evidence. In his appraisal Mr. Widmer opined that had Petitioner known that its proposed re-purposing of the building into self-storage would not be approved the deal would not have closed and accordingly the \$1,400,000 Petitioner paid to purchase the property was inflated. However, at trial, Lormax's principal, Mr. Stern, testified that Lormax never has one specific plan and considers alternative uses in analyzing a purchase. Further, the Tribunal finds that Lormax is a sophisticated buyer and developer of properties similar to that as the subject and likely would have done some sort of investigation into what the specific zoning allowed and did not allow prior to Lormax purchasing the property. Additionally, the evidence provided that the subject was originally listed for sale at \$2,500,000 and Petitioner purchased the property for \$1,400,000, which is \$1,100,000 less. Lastly, and most importantly, Mr. Widmer did not offer any market data or analysis to support his 10% negative adjustment. Accordingly, the Tribunal finds that Mr. Widmer failed to provide any market data, support, or analysis for his negative 10% adjustment for conditions of sale and therefore Mr. Widmer's negative 10% adjustment is not supported.

Next, the Tribunal finds it necessary to address Mr. Widmer's use of 13.15 acres to calculate the underlying price per square foot. On page 4 of Mr. Widmer's appraisal he concludes the property is approximately 13.146 acres. However, on page 45 of his appraisal, Mr. Widmer determined "[t]he subject does include 4.5 acres of unusable land area at the rear of the site. Instead of adjusting for this factor, *only a usable land area of 8.55 acres will be valued herein.*" As outlined above, Mr. Widmer used 13.15 acres to calculate the price per square foot of the land. At trial, the property record card was

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<sup>37</sup> One acre of land is equal to 43,560 square feet.

admitted into evidence showing the size of the parcel is 11 acres.<sup>38</sup> Further, Mr. Widmer's appraisal was admitted into evidence at trial and included Lormax Stern's listing summary of the property, specifically advertised the subject's land acreage as 11 acres in size with a land square footage of 479,160.<sup>39</sup> Based on the evidence submitted at trial the Tribunal concludes that the subject parcel consists of 11 acres or 479,160 square feet of usable land. Given the Tribunal's findings, the Tribunal finds it necessary to recalculate Mr. Widmer's land value using 11 acres instead of 13.15 acres, which results in an increased unadjusted price per square foot to the land value from \$2.44 to \$2.92. After including Mr. Widmer's 3.2% market adjustment, the Tribunal finds the adjusted price per square foot for the subject land is \$3.00, resulting in a rounded land value of \$1,437,500.

Lastly, Mr. Widmer, in his appraisal, used the Marshall Valuation Service to estimate the cost to demolish the vacant building at \$6.70 per square foot after applying the local cost multiplier and the 2019 cost of \$5.42 per square foot to demolish a similar Kmart in Livonia. After averaging the two estimated demolition costs the Tribunal concludes a demolition cost of \$520,000. After deducting the demolition cost from the Tribunal's adjusted land value, the Tribunal arrives at a TCV for the subject property of \$917,500.

As discussed previously, the Tribunal excluded Mr. Zachritz's sales comparison approach of improved properties, however, the Tribunal will consider Mr. Zachritz's two vacant land sales. Both of Mr. Zachritz's vacant land sales occurred in Grand Traverse County, which is the same County in which the subject property is located. The unadjusted sales prices for the two parcels were \$2,189,600 and \$951,000 with a total acreage of 23.5 acres and 13.70 acres, respectively. The unadjusted sales prices of the two sales were \$2.14 per square foot and \$1.59 per square foot.<sup>40</sup> Unfortunately, Mr. Zachritz made no adjustments to account for differences between the two sales and the subject property. Taking the average of the two sales results in a price per square foot of \$1.87. Remarkably, using Mr. Zachritz's unadjusted average price per square foot results in a land value of approximately \$896,000, which is very much in line with what the Tribunal determined after adjusting Petitioner's subject land value. Although Mr. Zachritz admitted that he had made an error in his appraisal when calculating the vacant land value,<sup>41</sup> he testified at hearing that he still stood by the \$1,300,000 value he concluded in his appraisal, albeit incorrectly using the \$3.35 per square foot, because it was justified based on his knowledge and experience. The Tribunal finds that Mr. Zachritz's argument that the underlying land value should be valued at \$1,300,000 lacks credibility and is not supported by any evidence whatsoever. Further, the Tribunal finds that the two vacant land sales, although unadjusted, provide further support of the Tribunal's adjustment of Petitioner's land value and the overall finding of the TCV of the subject property.

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<sup>38</sup> See Respondent's Exhibit 5, 2021 Property Record Card.

<sup>39</sup> See Petitioner's Exhibit 1, Mr. Widmer's appraisal at page 67.

<sup>40</sup> At hearing, Mr. Zachritz admitted he erred in calculating the cost per square foot at \$3.35.

<sup>41</sup> See Respondent's Exhibit 1, Mr. Zachritz's appraisal at page 20. The correct value per square foot was \$1.59, not \$3.35 per square foot as indicated in his appraisal.

The Tribunal finds, based upon the Findings of Fact and the Conclusions of Law set forth herein, that a reduction of the subject property's 2020 and 2021 TC<sub>V</sub> is warranted. The subject property's TC<sub>V</sub>, SE<sub>V</sub>, and TV for the tax year at issue are as stated in the Introduction section above.

## JUDGMENT

IT IS ORDERED that the property's SE<sub>V</sub> and TV for the tax years at issue are MODIFIED as set forth in the Introduction section of this Final Opinion and Judgment.

IT IS FURTHER ORDERED that the officer charged with maintaining the assessment rolls for the tax years at issue shall correct or cause the assessment rolls to be corrected to reflect the property's true cash and taxable values as finally shown in this Final Opinion and Judgment within 20 days of the entry of the Final Opinion and Judgment, subject to the processes of equalization. See MCL 205.755. To the extent that the final level of assessment for a given year has not yet been determined and published, the assessment rolls shall be corrected once the final level is published or becomes known.

IT IS FURTHER ORDERED that the officer charged with collecting or refunding the affected taxes shall collect taxes and any applicable interest or issue a refund within 28 days of entry of this Final Opinion and Judgment. If a refund is warranted, it shall include a proportionate share of any property tax administration fees paid and penalty and interest paid on delinquent taxes. The refund shall also separately indicate the amount of the taxes, fees, penalties, and interest being refunded. A sum determined by the Tribunal to have been unlawfully paid shall bear interest from the date of payment to the date of judgment, and the judgment shall bear interest to the date of its payment. A sum determined by the Tribunal to have been underpaid shall not bear interest for any time period prior to 28 days after the issuance of this Final Opinion and Judgment. Pursuant to MCL 205.737, interest shall accrue (i) after December 31, 2013, through June 30, 2016, at the rate of 4.25%, (ii) after June 30, 2016, through December 31, 2016, at the rate of 4.40%, (iii) after December 31, 2016, through June 30, 2017, at the rate of 4.50%, (iv) after June 30, 2017, through December 31, 2017, at the rate of 4.70%, (v) after December 31, 2017, through June 30, 2018, at the rate of 5.15%, (vi) after June 30, 2018, through December 31, 2018, at the rate of 5.41%, (vii) after December 31, 2018 through June 30, 2019, at the rate of 5.9%, (viii) after June 30, 2019 through December 31, 2019, at the rate of 6.39%, (ix) after December 31, 2019, through June 30, 2020, at the rate of 6.40%, (x) after June 30 2020, through December 31, 2020, at the rate of 5.63%, (xi) after December 31, 2020, through June 30, 2022, at the rate of 4.25%, (xii) after June 30, 2022, through December 31, 2022, at the rate of 4.27%, (xiii) after December 31, 2022, through June 30, 2023, at the rate of 5.65%, (xiv) after June 30, 2023, through December 31, 2023, at the rate of 8.25%, (xv) after December 31, 2023, through June 30, 2024, at the rate of 9.30%, and (xvi) after June 30, 2024, through December 31, 2024, at the rate of 9.50%



This Final Opinion and Judgment resolves all pending claims in this matter and closes this case.

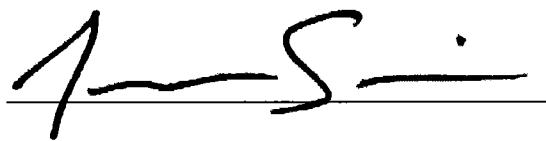
### APPEAL RIGHTS

If you disagree with the final decision in this case, you may file a motion for reconsideration with the Tribunal or a claim of appeal with the Michigan Court of Appeals.

A motion for reconsideration must be filed with the Tribunal with the required filing fee within 21 days from the date of entry of the final decision. Because the final decision closes the case, the motion cannot be filed through the Tribunal's web-based e-filing system; it must be filed by mail or personal service. The fee for the filing of such motions is \$50.00 in the Entire Tribunal and \$25.00 in the Small Claims Division, unless the Small Claims decision relates to the valuation of property and the property had a principal residence exemption of at least 50% at the time the petition was filed or the decision relates to the grant or denial of a poverty or disabled veterans exemption and, if so, there is no filing fee. You are required to serve a copy of the motion on the opposing party by mail or personal service or by email if the opposing party agrees to electronic service, and proof demonstrating that service must be submitted with the motion. Responses to motions for reconsideration are prohibited and there are no oral arguments unless otherwise ordered by the Tribunal.

Alternatively, you may file a claim of appeal with the Michigan Court of Appeals. If the claim is filed within 21 days of the entry of the final decision, it is an "appeal of right." If the claim is filed more than 21 days after the entry of the final decision, it is an "appeal by leave." A copy of the claim of appeal must be filed with the Tribunal to certify the record on appeal. There is no certification fee.

By



Entered: July 2, 2024

jcg

### PROOF OF SERVICE

I certify that a copy of the foregoing was sent on the entry date indicated above to the parties or their attorneys or authorized representatives, if any, utilizing either the mailing or email addresses on file, as provide by those parties, attorneys, or authorized representatives.

By: Tribunal Clerk