

Check Date	Check	Vendor Name	Amount
Bank POOL POOLED CASH GENERAL OPERATING			
12/15/2017	1216	CHERRYLAND ELECTRIC	63.62
12/15/2017	1217	CHERRYLAND ELECTRIC	206.62
12/15/2017	1218	DEARBORN NATIONAL	752.93
12/20/2017	1219	CAPITAL ONE COMMERCIAL	512.93
12/20/2017	1220	JACOB CAMPBELL	25.04
12/20/2017	1221	SHELL FLEET PLUS	915.01
12/28/2017	1222	CHERRYLAND ELECTRIC	18.56
12/28/2017	1223	CHERRYLAND ELECTRIC	185.38
12/28/2017	1224	CHERRYLAND ELECTRIC	223.66
12/28/2017	1225	DTE ENERGY	449.35
12/28/2017	1226	DTE ENERGY	256.80
12/28/2017	1227	DTE ENERGY	439.25
12/28/2017	1228	DTE ENERGY	35.45
12/28/2017	1229	PRIORITY HEALTH	19,395.45
12/28/2017	1230	THE ACCUMED GROUP	4,318.45
01/03/2018	1231	ANDRES MEDICAL BILLING LTD./FRUSA E	255.41
01/03/2018	1232	ARROW INTERNATIONAL	600.00
01/03/2018	1233	CHARTER COMMUNICATIONS	117.64
01/03/2018	1234	CITY OF TRAVERSE CITY	171.52
01/03/2018	1235	DAN O'BRIEN	600.00
01/03/2018	1236	DETROIT PUMP & MFG CO	1,056.62
01/03/2018	1237	ERNEST HOOPFER	1,256.50
01/03/2018	1238	FIELDWORK SERVICES	1,875.00
01/03/2018	1239	GRAND TRAVERSE CO. DPW	1,313.56
01/03/2018	1240	GRAND TRAVERSE FINANCE DEPARTMENT	20,700.00
01/03/2018	1241	GRAND TRAVERSE FINANCE DEPARTMENT	340.86
01/03/2018	1242	GRAND TRAVERSE GARAGE DOOR CO.	121.05
01/03/2018	1243	GRAND TRAVERSE MOBILE COMMUNICATION	470.57
01/03/2018	1244	I.T. RIGHT	2,820.00
01/03/2018	1245	LAUTNER IRRIGATION INC	42.00
01/03/2018	1246	METRON-FARNIER	4,563.33
01/03/2018	1247	MICHIGAN ASSOCIATION OF FIRE CHIEFS	170.00
01/03/2018	1248	MICHIGAN ASSOCIATION OF MUNICIPAL C	600.00
01/03/2018	1249	MICHIGAN PIPE & VALVE	108.00
01/03/2018	1250	MUNSON MEDICAL CENTER	1,693.00
01/03/2018	1251	NMFCA	80.00
01/03/2018	1252	STAPLES	614.88
01/03/2018	1253	TELE-RAD	100.94
01/03/2018	1254	THE PRINT SOURCE	252.60
01/03/2018	1255	VERIZON WIRELESS	40.08
01/03/2018	1256	WADE-TRIM OPERATIONS SERVICES INC	12,589.42
01/03/2018	1257	WEST SHORE FIRE INC	345.19
01/03/2018	1258	WEST SHORE FIRE INC	74.92

POOL TOTALS:

Total of 43 Checks:	80,771.59
Less 0 Void Checks:	0.00
Total of 43 Disbursements:	80,771.59

Check Date	Check	Vendor Name	Amount
Bank TAX TAX CHASE ACCOUNT			
12/15/2017	6129	ESCH IRA V & SYDNEY	1,085.40
12/15/2017	6130	GOUDEY BRANDON C	516.60
12/15/2017	6131	SPANGLER AARON L & CASSALYN C	680.34
12/19/2017	6132	BLAIR TOWNSHIP GENERAL	128,536.16
12/19/2017	6133	TCAPS	6,075.94
12/19/2017	6134	NMC	38,173.50
12/19/2017	6135	B.A.T.A.	845.08
12/19/2017	6136	TBA INTERMEDIATE SCHOOLS	7,225.89
12/19/2017	6137	KINGSLEY AREA SCHOOLS	7,802.84
12/19/2017	6138	TRAVERSE AREA DISTRICT LIBRARY	24,020.34
12/19/2017	6139	GRAND TRAVERSE CO. TREASURER	52,743.83
12/19/2017	6140	ADVANTAGE TITLE, LLC	11.38
12/27/2017	6141	BLAIR TOWNSHIP	2,042.44

TAX TOTALS:

Total of 13 Checks:	269,759.74
Less 0 Void Checks:	0.00
Total of 13 Disbursements:	269,759.74

Check Register Report For Blair Township
For Check Dates 12/01/2017 to 12/31/2017

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/14/2017	PR	DD219	ALLMAN, SCOTT D	1,757.40	0.00	1,154.36	Cleared
12/28/2017	PR	DD252	ALLMAN, SCOTT D	1,670.40	0.00	1,092.90	Cleared
12/14/2017	PR	DD220	BAUTKA, TYLER A	36.94	0.00	32.54	Cleared
12/14/2017	PR	DD221	BEUTHIN, JANE M	1,087.01	0.00	805.91	Cleared
12/28/2017	PR	DD253	BEUTHIN, JANE M	1,212.00	0.00	897.28	Cleared
12/14/2017	PR	DD222	BOTTOMLEY, SHAWN M	1,932.28	0.00	1,165.05	Cleared
12/28/2017	PR	DD254	BOTTOMLEY, SHAWN M	1,800.96	0.00	1,075.18	Cleared
12/14/2017	PR	DD223	CAMPBELL, JACOB A	1,176.00	0.00	883.18	Cleared
12/28/2017	PR	DD255	CAMPBELL, JACOB A	1,176.00	0.00	883.18	Cleared
12/14/2017	PR	DD224	CAMPBELL, TRACIE J	2,061.46	0.00	1,592.70	Cleared
12/28/2017	PR	DD256	CAMPBELL, TRACIE J	2,061.46	0.00	1,592.70	Cleared
12/14/2017	PR	DD225	CASCADDEN, KARIN M	60.00	0.00	52.86	Cleared
12/14/2017	PR	DD226	CLOUS, STACEY E	41.67	0.00	477.21	Cleared
12/28/2017	PR	DD257	CLOUS, TRAVIS L	75.00	0.00	66.07	Cleared
12/14/2017	PR	DD227	COE-BLONSHINE, NICOLE M	2,178.07	0.00	1,613.59	Cleared
12/28/2017	PR	DD258	COE-BLONSHINE, NICOLE M	2,178.07	0.00	1,613.59	Cleared
12/14/2017	PR	DD228	DARLING, ERIC J	1,707.86	0.00	1,155.97	Cleared
12/28/2017	PR	DD259	DARLING, ERIC J	2,321.66	0.00	1,576.11	Cleared
12/12/2017	PR	EFT6	EFTPS	11,577.88	11,577.88	0.00	Open
12/26/2017	PR	EFT7	EFTPS	10,426.25	10,426.25	0.00	Open
12/26/2017	PR	EFT8	EFTPS	579.12	579.12	0.00	Open
12/14/2017	PR	DD229	FITZPATRICK, DENNIS E	541.67	0.00	500.23	Cleared
12/14/2017	PR	DD230	GUENTHARDT, TIMOTHY A	240.11	0.00	181.39	Cleared
12/14/2017	PR	DD231	GUERRIERI, LISA M	1,730.40	0.00	1,298.48	Cleared
12/28/2017	PR	DD260	GUERRIERI, LISA M	1,730.40	0.00	1,298.48	Cleared
12/28/2017	PR	DD261	HEIM, GERALD	120.00	0.00	20.72	Cleared
12/14/2017	PR	DD232	JOHNSON, GRANT E	1,849.92	0.00	1,236.92	Cleared
12/28/2017	PR	DD262	JOHNSON, GRANT E	462.48	0.00	131.56	Cleared
12/28/2017	PR	DD283	JOHNSON, GRANT E	2,312.40	0.00	1,774.19	Cleared
12/28/2017	PR	DD263	JOHNSON, GREGORY M	424.81	0.00	325.05	Cleared

Check Register Report For Blair Township
For Check Dates 12/01/2017 to 12/31/2017

Check Date	Bank	Check Number	Check Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/14/2017	PR	DD233	KREFT, DANIEL J	2,704.35	0.00	1,716.22	Cleared
12/28/2017	PR	DD264	KREFT, DANIEL J	1,922.10	0.00	1,258.70	Cleared
12/14/2017	PR	DD234	KUCERA, CARL R	541.67	0.00	491.38	Cleared
12/28/2017	PR	DD265	LEMCOOL, NICHOLAS J	221.64	0.00	188.49	Cleared
12/28/2017	PR	DD266	LOMBARD, GEORGE J	75.00	0.00	69.26	Cleared
12/14/2017	PR	DD235	LUTHER, MICHAEL	2,059.77	0.00	1,097.12	Cleared
12/28/2017	PR	DD267	LUTHER, MICHAEL	1,580.04	0.00	765.87	Cleared
12/14/2017	PR	DD236	MCHUGH, ANDREW	726.24	0.00	562.09	Cleared
12/28/2017	PR	DD268	MCHUGH, ANDREW	544.68	0.00	429.36	Cleared
12/28/2017	PR	DD269	MCINTYRE, KAREN M	120.00	0.00	110.82	Cleared
12/14/2017	PR	DD237	O'BRIEN, DANIEL H	2,153.85	0.00	1,598.08	Cleared
12/28/2017	PR	DD270	O'BRIEN, DANIEL H	2,153.85	0.00	1,598.07	Cleared
12/14/2017	PR	DD238	PARKER, MARVIN B	2,153.85	0.00	1,454.31	Cleared
12/28/2017	PR	DD271	PARKER, MARVIN B	2,153.85	0.00	1,533.61	Cleared
12/28/2017	PR	DD272	PRZYBYLSKI III, ROBERT M	1,430.40	0.00	982.15	Cleared
12/14/2017	PR	DD239	PRZYBYLSKI, III, ROBERT M	730.10	0.00	391.93	Cleared
12/14/2017	PR	DD240	RANDALL, FELICIA K	60.00	0.00	52.86	Cleared
12/14/2017	PR	DD241	RUNYON, JUSTIN D	892.10	0.00	683.33	Cleared
12/28/2017	PR	DD273	RUNYON, JUSTIN D	443.28	0.00	355.05	Cleared
12/14/2017	PR	DD242	SHEETS, MICHAEL J	923.50	0.00	666.28	Cleared
12/28/2017	PR	DD274	SHEETS, MICHAEL J	905.03	0.00	652.78	Cleared
12/14/2017	PR	DD243	SOMSEL, ERIC A	2,500.00	0.00	1,378.57	Cleared
12/28/2017	PR	DD275	SOMSEL, ERIC A	2,500.00	0.00	1,378.58	Cleared
12/14/2017	PR	DD244	STAHL JR, ROBERT L	1,437.85	0.00	1,041.52	Cleared
12/28/2017	PR	DD276	STAHL JR, ROBERT L	1,698.60	0.00	1,238.28	Cleared
12/28/2017	PR	DD277	STERLING, MATTHEW P	452.52	0.00	361.99	Cleared
12/14/2017	PR	DD245	TALIMAN, MATTHEW A	2,903.69	0.00	1,599.27	Cleared
12/28/2017	PR	DD278	TALIMAN, MATTHEW A	2,016.03	0.00	1,132.54	Cleared
12/14/2017	PR	DD246	TUCK, JOANNE E	60.00	0.00	52.86	Cleared
12/14/2017	PR	DD247	WITKOP, WENDY L	1,952.80	0.00	1,437.67	Cleared

Check Register Report For Blair Township
For Check Dates 12/01/2017 to 12/31/2017

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/28/2017	PR	DD279	WITKOP, WENDY L	1,952.80	0.00	1,437.67	Cleared
12/14/2017	PR	DD248	WOLF, LINDSEY A	1,839.83	0.00	1,387.41	Cleared
12/28/2017	PR	DD280	WOLF, LINDSEY A	1,845.60	0.00	1,391.56	Cleared
12/14/2017	PR	DD249	WOLFGANG, LYNETTE L	2,015.42	0.00	1,383.74	Cleared
12/28/2017	PR	DD281	WOLFGANG, LYNETTE L	2,015.42	0.00	1,383.74	Cleared
12/14/2017	PR	DD250	YOUKER, DILLON W	1,120.00	0.00	849.92	Cleared
12/28/2017	PR	DD282	YOUKER, DILLON W	1,120.00	0.00	849.92	Cleared
12/14/2017	PR	DD251	ZEITS, ROGER E	541.67	0.00	477.21	Cleared

Totals: Number of Checks: 068 109,497.21 22,583.25 59,937.61

Total Physical Checks:

Total Check Stubs: 68

BLAIR TOWNSHIP BOARD OF TRUSTEES
Regular Meeting
December 12, 2017
6:00 P.M.
PROPOSED

CALL TO ORDER: The regular meeting of the Blair Township Board of Trustees was held at 6:00 P.M. on December 12, 2017 at the Township Hall and was called to order by Supervisor Blonshine.

OPENING CEREMONIES: The Pledge of Allegiance was recited.

ROLL CALL: Members Present: Clous, Wolfgang, Campbell, Blonshine, Fitzpatrick and Kucera. Zeits was excused. Also in attendance were Emergency Services Director, Eric Somsel, Water & Sewer Coordinator Lisa Guerrieri and seven (7) guests.

LIMITED PUBLIC INPUT:

There was none.

APPROVAL OF AGENDA:

Board Member Wolfgang requested that credit card authorization for Fire Chief Parker be added as item "i" under new business.

Moved by Clous second by Blonshine to approve the agenda with the addition of New Business item "i".
Motion carried.

DECLARATION OF CONFLICT OF INTEREST:

None stated.

PRESENTATIONS/SPECIAL REPORT:

Sheriff's Report: Deputy Karczewski stated there were 443 calls for service in November.

EMS Report: Director of Emergency Services, Eric Somsel stated that they are still working on the proposals with Paradise Township for management services and Long Lake Township to provide a transporting ALS ambulance. Employee meetings are being scheduled quarterly and officer meetings are on a monthly basis. Fire Chief Parker has started his new position and doing a great job.

Grand Traverse County Road Commission: Andy Marek stated that the Road Commission budget was approved on December 11, 2017. He also spoke in regards to the work session planned on December 13, 2017 for the east/west corridor project.

ANNOUNCEMENTS/CORRESPONDENCE

Supervisor Blonshine informed the board members and guests that she has received numerous compliments in regards to the Township Newsletter.

b. Additional Compensation for Water/Sewer Coordinator filling in for ZA

Moved by Wolfgang second by Campbell to give the supervisor the authority to enforce the Zoning Ordinance while the Zoning Administrator is on maternity leave. **Motion carried.**

Moved by Fitzpatrick second by Blonshine to appoint the water/sewer coordinator Lisa Guerrieri as acting Zoning Administrator while current ZA Lindsey Wolf is on maternity leave.

Moved by Fitzpatrick second by Clous to compensate Lisa \$1,000.00 per pay period during the time she is acting ZA. **Yes:** Clous, Kucera, Fitzpatrick, Wolfgang, Blonshine and Campbell. **No:** None. **Motion carried.**

c. Kent Stiner –Water Main Variance

Mr. Stiner not in attendance.

d. RFP for Employee Benefit Broker/Consulting Services

Moved by Clous second by Fitzpatrick to send out a request for proposals for Employee Benefit Broker/Consulting Services, to be published on Township's website and the Record Eagle. **Motion carried.**

Moved by Fitzpatrick second by Campbell to establish a committee for Employee Benefits Broker/Consulting Services. The committee will consist of board members Campbell, Wolfgang, Kucera, Director of Emergency Services Eric Somsel and Captain Matt Tallman. **Motion carried.**

e. RFP for Audit Services

Moved by Blonshine second by Fitzpatrick to establish a committee for audit services that will consist of Treasurer Campbell, Clerk Wolfgang and Trustee Clous. **Motion carried.**

Moved by Wolfgang second by Clous to request proposals for auditing services to be published on the Township's website and in the Record Eagle. **Motion carried**

f. Disposal of Surplus Ambulance/Rescue

Moved by Blonshine second by Fitzpatrick to authorize Emergency Service Director Somsel to advertise the ambulance/rescue by sealed bid with a minimum bid of \$4,000.00 to be advertised at the Director's discretion. **Yes:** Fitzpatrick, Kucera, Campbell, Wolfgang, Blonshine and Clous. **No:** None. **Motion carried.**

g. Resolution #2017-25 Annual Adoption of Poverty Exemption Policy & Guidelines

Moved by Kucera second by Wolfgang to adopt Resolution #2017-25 Annual Adoption of Poverty Exemption Policy & Guidelines. **Yes:** Clous, Fitzpatrick, Kucera, Blonshine, Wolfgang and Campbell. **No:** None. **Motion carried.**

Blair Township Community Policing Report

Grand Traverse County Sheriff's Office

DECEMBER 2017

mkarczewski@gtsheriff.org (989)390-0161



TOWNSHIP STATS:

Arrests – 24

Citations – 29

Complaints – 385

Traffic crashes – 45

PERSONAL STATS:

Arrests – 4 (year 100)

Citations – 4 (year 170)

Incidents – 42 (year 652)

REPORTED KIDNAPPING ENDS PEACEFULLY:

On 12/4/17 I received a call that an adult female had been kidnapped by her ex-boyfriend. The female's ex-boyfriend had tracked his ex-girlfriend using an iPhone App. To make matters worse the ex-boyfriend was reported to have a pistol in his possession. A search began for the vehicle; this included "pinging" the ex-boyfriend's cellphone, which he eventually turned off. After an hour and a half I was able to speak to the couple on the phone. I eventually told the female to leave the vehicle and meet our deputies.

The female told me that the ex-boyfriend held the pistol to his own head, convincing her to stay inside the van w/ him. The ex-boyfriend was taken to Munson for a psychiatric evaluation. I took the pistol back to the ex-boyfriend's Mother for safe keeping. No charges resulted from this incident.

2009 SEXUAL ASSAULT REPORTED:

I am currently in the middle of an investigation of a reported sexual assault that took place in 2009. The victim made the report to me on 12/12/17. The victim believes she was sexually assaulted while she was passed out at a party. There are multiple witnesses as well as multiple suspects. This investigation will continue to be at the top of my list during the month of January. Witnesses have told me that they are convinced a sexual assault was committed. Proving a crime of this nature that took place in 2009, will be a challenge.

YTD 2017

*Other Calls for Service Include: 911 Hangups; BOL; Follow-up to Complaints; Motorist Assists; Public Relations; Serving Legal Papers; Traffic Stops; Warrant Attempts

Arrest stats are as of 1/02/18.

Totals are not equal.

BLAIR TOWNSHIP EMERGENCY SERVICES

December 28, 2017

Emergency Services Report

Gasoline Tanker roll-over Christmas Eve,

Incident happened on Beitner Rd approximately 9pm and Blair Township crews were on scene until approx. 7 am Christmas morning. The Tanker was carrying approx. 13,400 gallons of gasoline and diesel fuel. Big thanks to the Grand Traverse County Rd Commission for a quick response with two trucks of sand, one used to create a dyke for the leaking fuel and another spread on the roadway. Traverse City Fire Department Hazmat team assisted with plugging the leaking tanks after an estimated 5500 gallons had leaked out. Two nearby homes were evacuated, they were asked and offered assistance for place to go during the time but both residences had a place to go. Multiple agencies responded to assist, with GT Sheriff Department remaining on scene assisting with the road closure during the incident. One patient transported to hospital with minor injuries. Blair Township Fire Department did a great job with the incident that easily could have turned for the worse with one spark. Clean up is underway for the spilled fuel.

Paradise Township

Paradise Township has passed a motion to contract with Blair Township Emergency Services to provide management for their new EMS and fire service. Paradise Township Board of Trustees elected to retain ownership of the new department and its employees, but unanimously voted for Blair Township Emergency Services management to establish and operate the service for them. A 2 ¼ year contract is currently being written for approval.

EMS

EMS Chief O'Brien states our run volumes are up from last year approximately by one hundred calls.

The Rescue that was declared surplus is almost ready to advertise for bid. The lettering and lights needed to be removed, a couple other minor tasks also needed to be accomplished before selling.

The proposal for Long Lake was completed and submitted, after approval from the EMS and Fire Chiefs and Supervisor Blonshine.

<p style="text-align: center;"><u>WATER DEPARTMENT</u> REPORT</p>

DECEMBER 29, 2017

WATER PERMITS: - *COMMERCIAL* -1 / *RESIDENTIAL* - 0

SEWER PERMITS: 0

RE-OCCUPANCY PERMIT: - 1 -

HYDRANT USE PERMITS: - 0

MAIN EXTENSIONS: - Sawyer rd (pending)

WORK ORDERS: - 11

ACCOUNT CHANGES: - 14

COMMERCIAL USAGE: 131 SERVICES – 976,900 GALLONS

RESIDENTIAL USAGE: 1070 SERVICES – 3,727,600 GALLONS

DELINQUENT AMOUNTS: - \$50,293.93
Inactive accounts = 27 / total = \$ 2,31594.21

BILLS PRINTED & TOTAL AMOUNT: # 1409 – / \$ 56,097.77

LG/PG/RB

PLANNING & ZONING DEPARTMENT REPORT
December 2017

Short and sweet this month- the PC has asked that we discuss the future land use mapping section of the Master Plan during the January 16, 2018 meeting. They would like your input and input from the public as we continue to move forward creating a plan the community can be proud of. I will be projecting the future land use map from 2009 and the version submitted from Beckett and Raeder on the big screen for discussion purposes. If I have not given you a copy of the Master Plan currently in progress I would be happy to provide you with one. There is some important survey/visioning feedback (pages 10-12) that we should take into consideration when preparing the future land use map. If you have any questions/concerns please feel free to contact me.

BLAIR TOWNSHIP PLANNING COMMISSION
REGULAR MEETING
PROPOSED Minutes
December 20, 2017

A. CALL TO ORDER

Chairman Heim called the meeting of the Blair Township Planning Commission at 6:00 pm.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

Members Present: Dennis Fitzpatrick, George Lombard, Travis Clous and Chairman Jerry Heim

Members Excused: Bob Boeve, Andy Nickerson

Members Absent:

Staff Present: Lindsey Wolf, Zoning Administrator, and Karen McIntyre, Recording Secretary

D. PUBLIC COMMENT

Bob Hilliard spoke regarding a progress update on Stafford Ranch Development.

E. APPROVAL OF AGENDA

Motion by Fitzpatrick, supported by Lombard to approve the Agenda as presented. **Motion** carried.

F. DECLARATION OF CONFLICT OF INTEREST

None stated.

G. MINUTES

The following changes were noted in the November 15, 2017 meeting minutes;

In item K. New Business, Tracie (Campbell) was misspelled

In second paragraph of page 3 – Blair 009 Master Plan should be Blair 09 Master Plan.

Chairman Heim noted that formatting should be corrected throughout the minutes for margin consistency, LaBonte should not be listed as excused, spelling of both Boeve and Lindsey should be corrected throughout.

Motion by Fitzpatrick, supported by Clous to approve the minutes of the November 15, 2017 Blair Township Planning Commission meeting as amended. **Motion** carried.

H. CORRESPONDENCE

None.

I. PRESENTATIONS

None.

J. UNFINISHED BUSINESS

1. Master Plan:

Zoning Administrator Wolf gave a presentation outlining the sub-committee recommendations and changes and noted the items yet to be addressed. Commission members provided input relative to zoning specifics, future land use, and mapping options. Zoning Administrator Wolf noted the joint meeting scheduled for January 16, and commission members indicated that discussion by the full Planning Commission would be beneficial.

K. NEW BUSINESS

L. REPORTS

Zoning Administrator:

Zoning Administrator Wolf provided information on a webinar scheduled for January 25 pertaining to Short-term Rentals. Further, Wolf noted that due to the absence of LaBonte, a new Secretary was needed as well as representative to the Zoning Board of Appeals.

Township Board Representative:

Fitzpatrick reported that the Township Board was sending out an RFP for auditing services for next year, and that another study is planned by the Road Commission for an east west bypass.

Zoning Board of Appeals:

None.

Trails:

None.

M. OTHER BUSINESS

None.

N. PUBLIC INPUT

Township Board member, Kucera offered thanks to the Commission.

O. ADJOURNMENT

Motion by Fitzpatrick, supported by Clous to adjourn. **Motion** carried. Meeting adjourned at 7:35 pm.

Respectfully submitted,
Karen McIntyre, Recording Secretary

BLAIR TOWNSHIP LAND DIVISION ORDINANCE

TOWNSHIP OF BLAIR COUNTY OF GRAND TRAVERSE, STATE OF MICHIGAN ORDINANCE NO. 127-07

Adopted: August 14, 2007

Effective: September 20, 2007

Amended: October 8, 2013, May 12, 2015 & July 14, 2015

An ordinance to regulate partitioning or division of parcels or tracts of land and to regulate property transfers, enacted pursuant but not limited to the Land Division Act, Public Act 288 of 1967, as amended, (MCL 560.101, *et seq.*) and the Township Ordinances Act, Public Act 246 of 1945, as amended, (MCL 41.181, *et seq.*), being the Township General Ordinance statute; to provide a procedure therefore; to repeal any ordinance or provision thereof in conflict herewith; to repeal any ordinance or provision thereof in conflict herewith; and to prescribe penalties and enforcement remedies for the violation of this ordinance.

TOWNSHIP OF BLAIR GRAND TRAVERSE COUNTY, MICHIGAN ORDAINS:

Section I: Title

This ordinance shall be known and cited as the Blair Township Land Division Ordinance.

Section II: Purpose

The purpose of this ordinance is to carry out the provisions of the Land Division Act, Public Act 288 of 1967, as amended, (MCL 560.101, *et seq.*), formerly known as the Subdivision Control Act, to prevent the creation of parcels of property which do not comply with applicable ordinances and said Act, to minimize potential boundary disputes, to maintain orderly development of the community, and otherwise provide for the health, safety and welfare of the residents and property owners of Blair Township by establishing reasonable standards for prior review and approval of land divisions and property transfers within Blair Township.

Section III: Definitions

For purposes of this ordinance, certain terms and words used herein shall have the following meaning:

- A. "Accessible" in reference to a lot or parcel means that the lot or parcel meets one (1) or both of the following requirements:
 - 1. Has an area where a driveway provides vehicular access to an existing road or street and meets all applicable location standards of the State Transportation Act 200 of the Public Acts of 1969, as amended, or has an area where a driveway can provide vehicular access to an existing road or street and can meet all such applicable location standards and standards of the Blair Township Zoning Ordinance regulating private roads and drives.
 - 2. Is served by an existing easement that provides vehicular access to an existing road or street and meets all applicable location standards of the State Transportation Department

or County Road Commission under Act 200 of the Public Acts of 1969, as amended, or can be served by a proposed private road or private drive that will provide vehicular access to an existing road or street and that will meet all applicable standards of the Blair Township Zoning Ordinance regulating private roads and drives.

- B. "Applicant" means a natural person, firm, association, partnership, corporation, or combination of any of them that holds an ownership interest in land whether recorded or not.
- C. "Convey or Conveyance" means a transfer of ownership interest in real property.
- D. "Development Site" means a lot, parcel, or tracts of land on which exists or which is intended for building development other than the following:

Agricultural use involving the production of plants and animals useful to humans, feed crops, and field crops; dairy and dairy products, poultry and poultry products; livestock; including breeding and grazing of cattle, swine and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas Trees; and other similar uses and activities.

Forestry use involving the planting, management, or harvesting of timber.

- E. "Divide" or "Division" means the partitioning or splitting of a parcel or tract of land by the proprietor thereof or by his/her heirs, executors, administrators, legal representatives, successors or assigns, for the purpose of sale or lease of more than one year, or of building development that results in one or more parcels of less than 40 acres or the equivalent, and that satisfies the requirements of Sections 108 and 109 of the Land Division Act (MCL 560.108 and 560.109). "Divide" and "Division" does not include a property transfer between two or more adjacent parcels, if the property taken from one parcel is added to an adjacent parcel; and any resulting parcel shall not be considered a building site unless the parcel conforms to the requirements of the Land Division Act, or the requirements of other applicable local ordinances.
- F. "Exempt split" or "exempt division" means the partitioning or splitting of a parcel or tract of land by the proprietor thereof, or by his/her heirs, executors, administrators, legal representatives, successors or assigns, that does not result in one or more parcels of less than 40 acres or the equivalent.
- G. "Forty acres or the equivalent" means 40 acres, or a quarter-quarter section containing not less than 30 acres, or a government lot containing not less than 30 acres.
- H. "Land" means all land areas occupied by real property, except the submerged bottom lands of inland lakes, rivers, and streams.
- I. "Land Division Administrators" those persons appointed by the Township to administer this Ordinance. (Zoning Administrator and Assessor)
- J. "Lot" means a measured portion of a parcel, which is described and fixed in a recorded plat. A lot's legal description is referred to as Lot (#) of the Plat of (Name of Plat).
- K. "Metes and Bounds" means a description of land by boundary lines with their terminal points and angles.

- L. "Owner" means a person holding any legal, equitable, option or contract interest in a lot or parcel of land.
- M. "Parcel" means a continuous area or acreage of land of any size, shape or nature, which is described by metes and bounds.
- N. "Parent parcel" means first a tract of land lawfully in existence on March 31, 1997, if one exists in connection with a proposed division, or, if one does not exist, a parcel lawfully in existence on March 31, 1997.
- O. "Plat or Recorded Plat" means a map or a chart of a subdivision of land created pursuant to the Land Division Act of 1967, being Act 288 of the Public Acts of 1967, as amended, or predecessor statutes to this act.
- P. "Property Transfer" means a transfer of property between two (2) or more adjacent lots or parcels, if the property taken from one (1) lot or parcel is added to an adjacent lot or parcel, and if all resulting lots or parcels conform to the requirements of the Land Division Act, being Act 288 of the Public Act of 1967, as amended, the Blair Township Zoning Ordinance, as amended, and this Ordinance. If the property transferred does not independently conform to the requirements of the Land Division Act, as amended, the Blair Township Zoning Ordinance and this Ordinance, then it shall not be considered a Development Site and may only be used in conjunction with the lot or parcel to which it was transferred.
- Q. "Tracts of Land" means two (2) or more parcels that share a common property line and are under the same ownership.

Section IV: Prior Approval Requirement for Land Divisions

Land in Blair Township shall not be divided without the prior review and approval of the Blair Township Land Division Administrators, in accordance with this Ordinance and the Land Division Act; provided that the following shall be exempted from this requirement:

- A. A parcel proposed for subdivision through a recorded plat pursuant to the Land Division Act.
- B. A lot in a recorded plat proposed to be divided in accordance with the Land Division Act.
- C. An exempt split as defined in this Ordinance, or other partitioning or splitting that results in parcels of 20 acres or more if each is not accessible and the parcel was in existence on March 31, 1997, or resulted from exempt splitting under the Act.

Section V: Removed by amendment in 2015

Section VI: Application for Land Approval

Due to the many requirements that must be met to obtain approval to divide a lot, parcel, or tract of land, or to affect a property transfer, an applicant may have a meeting with the Land Division Administrators to discuss the application procedures prior to submitting a formal application.

When formal approval of a division or property transfer is desired, that Applicant shall submit an application for that approval to the Land Division Administrators on a form supplied by the township for that purpose. Except as provided herein, the application shall include, but not be limited to the following:

- A. Proof of fee ownership of the lot, parcel, or tract of land to be divided, or the lots or parcels involved in the property transfer.
- B. A survey map of the land proposed to be divided **or involved in a property transfer**, prepared pursuant to the survey map requirements of 1970 Public Act 132, as amended, (MCL 54.211) by a land surveyor licensed by the State of Michigan, and showing the dimensions and legal descriptions of the existing parcel and the parcels proposed to be created **or altered** by the division(s) **or property transfer**, the location of existing structures and other land improvements, the location of existing power lines, the location and type of all easements, and the accessibility of the parcels for vehicular traffic and utilities from existing public roads or private roads meeting the requirements of the Blair Township Zoning Ordinance regulating private roads and drives.
- C. Proof that all standards of the Land Division Act and this Ordinance have been met.
- D. If a transfer of division rights is proposed in the land transfer, detailed information about the terms and availability of the proposed division rights transfer.
- E. The history and specifications of any previous divisions of land of which the proposed division was a part sufficient to establish the parcel to be divided was lawfully in existence as of March 31, 1997, the effective date of the Land Division Act.
- F. Proof that all due and payable taxes or installments of special assessments pertaining to the land proposed to be divided **or involved in a property transfer** are paid in full.
- G.** A list and description of any and all easements, encroachments, roads (public or private), right-of-ways, and public utilities located on the subject property **proposed to be divided or involved in a property transfer**.
- H. Each new lot, parcel or tract of land greater than one acre but less than forty acres or the equivalent that will result from a division shall have a depth of not more than four times its width as measured under the requirements of the Blair Township Zoning Ordinance. Each new lot, parcel, or tract of land one acre or less in size that will result from the division shall have a depth of not more than three times its width as measured under the requirements of the Blair Township Zoning Ordinance. This standard shall not apply to a property transfer.
- I. Unless a division **or property transfer** creates a parcel which is acknowledged and declared to be “not buildable” under Section IX of this Ordinance, all divisions shall result in “buildable” parcels containing sufficient “buildable” area outside of unbuildable wetlands, flood plains and other areas where buildings are prohibited therefrom, and with sufficient area to comply with: a) all required setback provisions of the Blair Township Zoning Ordinance; b) minimum floor area provisions of the Blair Township Zoning Ordinance; c) off-street parking space provisions of the Blair Township Zoning Ordinance ; d) maximum allowed area coverage of buildings and structures on the site as provided in the Blair Township Zoning Ordinance; and e) area for sewage disposal and water supply pursuant to the rules of the Department of Environmental Quality or County Health Department relating to suitability of groundwater for on-site water

supply for subdivisions or development sites not served by public water or to suitability of soils for subdivisions or development sites not served by public sewers.

- J. Such other documentation that Blair Township shall require relating to the application, including but not limited to:
1. Health Department approval for proposed parcels under 1 acre
 2. Documentation of Soil Erosion Department review
 3. Road Commission or MDOT approval
- K. The fee may, from time to time, be established by resolution of the Blair Township Board of Trustees for ~~land division~~ reviews pursuant to this Ordinance to cover the costs of review of the application and administration of this Ordinance and the Land Division Act.

Section VII: Procedure for Review of Applications for Land Division and Property Transfer Approval

- A. Upon receipt of ~~an land division~~ application package, the Land Division Administrators shall forthwith submit the same to each affected department within Blair Township for their review and decision. The Blair Township Land Division Administrators shall approve, approve with conditions or deny the ~~land division applied for~~ **application** within 30 days after receipt of a complete application conforming to this Ordinance's requirements, and shall promptly notify the applicant of the decision, and if denied, the reasons for denial. If the application package does not conform to this Ordinance's requirements the Land Division Administrators shall return the same to the applicant for completion and re-filing in accordance with the terms of this Ordinance.
- B. Any person or entity aggrieved by the decision of the Blair Township Land Division Administrators may within 30 days of said decision appeal the decision to the Blair Township Board of Trustees which shall consider and resolve such appeal by a majority vote of the Board at its next regular meeting or session affording sufficient time for a 20 day written notice to the applicant and/or appellant of the time and date of said meeting and appellate hearing.
- C. A decision approving a land division **or property transfer** is effective for 90 days, after which it shall be considered revoked unless within such period deeds for each newly created or **altered** parcel(s), the required survey(s), and the Blair Township Land Division approval letter are recorded with the Grand Traverse County Register of Deeds office.
- D. The Land Division Administrators shall maintain an official record of all approved and accomplished land divisions or transfers.
- E. Approval of a division **or property transfer** is not a determination that the resulting parcels comply with other ordinances or regulations

Section VIII: Standards for Approval of Land Divisions and Property Transfer

A proposed land division or **property transfer** shall be approved if the following criteria are met:

- A. All the parcels to be created, ~~or remaining by the proposed land division(s)~~ **or altered by the proposed land division or property transfer** fully comply with the applicable lot (parcel), yard and area requirements of the Blair Township Zoning Ordinance, including, but not limited to,

minimum lot (parcel) frontage/width, minimum road frontage, minimum lot (parcel) area, and maximum lot (parcel) coverage and minimum setbacks for existing buildings/structures.

- B. The proposed land division(s) **and property transfers** comply with all requirements of the Land Division Act, all Blair Township Ordinances, and any other applicable Federal, State, and County ordinances.
- C. All parcels created, ~~and~~ remaining, or altered **after the proposed land division or property transfer** have existing adequate accessibility to a public road, or Blair Township approved private road or private drive, for public utilities and emergency and other vehicles and not less than the requirements of the Blair Township Zoning Ordinance or this Ordinance.
- D. If accessibility is by a private road or private drive, a document providing a road maintenance agreement and approved by Blair Township shall be recorded with the County Register of Deeds.
- E. The ratio of depth to width of any parcel created by the division does not exceed a three to one ratio or four to one ratio, where applicable, exclusive of access roads, easements, or non-buildable parcels created under Section IX of this Ordinance.

The permissible depth of a parcel created by a land division shall be measured within the boundaries of each parcel from the abutting road right-of-way to the most remote boundary line point of the parcel from the point of commencement of the measurement.

The permissible minimum width shall be as defined in the Blair Township Zoning Ordinance.

Section IX: Allowance for Approval of Other Land Divisions

Notwithstanding disqualification from approval pursuant to this Ordinance, a proposed land division which does not fully comply with the applicable lot, yard, accessibility and area requirements of the applicable zoning ordinance or this Ordinance, may be approved in any of the following circumstances:

- A. Where the applicant executes and records an affidavit or deed restriction with the County Register of Deeds, in a form acceptable to Blair Township, designating the parcel as “not buildable”. Any such parcel shall also be designated as “not buildable” in Blair Township records, and shall not thereafter be the subject of a request to the Zoning Board of Appeals for variance relief from the applicable lot and/or area requirements, and shall not be developed with any building or above ground structure.
- B. Where, in circumstances not covered by paragraph A. above, the Zoning Board of Appeals has, previous to this Ordinance granted a variance from the lot, yard, ratio, frontage and/or area requirements with which the parcel failed to comply.
- C. ~~Where the proposed land division involves only the minor adjustment of a common boundary line or involves a conveyance between adjoining properties which does not result in either parcel violating this Ordinance, the Blair Township Zoning Ordinance, or Land Division Act.~~

Section X: Consequences of Noncompliance with Land Division or Property Transfer Approval Requirement

Any parcel created in noncompliance with this Ordinance shall not be eligible for any land use permits, building permits, or zoning approvals, such as special land use approval or site plan approval, and shall

not be recognized as a separate parcel on the assessment roll. In addition, violation of this Ordinance shall subject the violator to the penalties and enforcement actions set forth in Section XI of this Ordinance, and as may otherwise be provided by law.

Section XI: Penalties and Enforcement

Any person, firm, or corporation who violates any of the provisions of this Ordinance shall be deemed to be responsible for a municipal civil infraction as defined by Michigan statute, MCL 600.101 *et. seq.*, which shall be punishable by a civil fine of not more than \$500.00. Each day this Ordinance is violated shall be considered a separate violation. Any action taken under this Section shall not prevent civil proceedings for abatement or termination of the prohibited activity.

Pursuant to Section 267 of the Land Division Act (MCL 560.267), an unlawful division or split shall also be voidable at the option of the purchaser and shall subject the seller to the forfeiture of all consideration received or pledged therefore, together with any damages sustained by the purchaser, recoverable in an action at law.

Section XII: Administrative Liability

No officer, agent or employee of Blair Township shall render himself or herself personally liable for any damages that may accrue to any person as a result of any act required or permitted in the discharge of his or her duties under or in the enforcement of this Land Division Ordinance.

Section XIII: Severability

The provisions of this Ordinance are hereby declared to be severable and if any clause, sentence, word, section or provision is declared void or unenforceable for any reason by any court of competent jurisdiction, it shall not affect any portion of this Ordinance other than said part or portion thereof.

Section XIV: Repeal

All previous Land Division Ordinances affecting unplatted land divisions in conflict with this Ordinance are hereby repealed; however, the Ordinance shall not be construed to repeal any provision in any applicable Zoning Ordinance, Building Codes or other ordinances of Blair Township that shall remain in full force and effect notwithstanding any land division approval hereunder.

Section XV: Effective Date

This Ordinance shall take effect 30 days following its publication after adoption. Adopted by the Blair Township Board: (Published:)

BLAIR TOWNSHIP LAND DIVISION ORDINANCE

As discussed at the December 12, 2017 Townboard meeting, The Townboard decided it would better serve the residents to re-establish the Land Division Committee rather than to only have one or two Administrators of the Land Division Ordinance and the application and approval process.

To accomplish this, we are proposing the following amendments to the Blair Township Land Division Ordinance # 127-07.

The following are text amendments to the Blair Township Land Division Ordinance. Text added is in ***Bold/Italic***, text removed is in strikethrough. In all instances in the Ordinance where the word Administrators is used, it is to be replaced with the word Committee. Additionally, the paragraph from the original 2007 ordinance to establish the Committee has been added.

TOWNSHIP OF BLAIR

COUNTY OF GRAND TRAVERSE, STATE OF MICHIGAN

ORDINANCE NO. 127-07

Adopted: August 14, 2007

Effective: September 20, 2007

Amended: October 8, 2013 & May 12, 2015

Section III: Definitions

- A. Land Division ~~Administrators~~ ” ***Committee*** those persons appointed by the Township to administer this Ordinance.

Section IV: Prior Approval Requirement for Land Divisions

Land in Blair Township shall not be divided without the prior review and approval of the Blair Township Land Division ~~Administrators~~ *Committee*, in accordance with this Ordinance and the Land Division Act; provided that the following shall be exempted from this requirement:

Section V: ~~Removed by amendment in 2015~~ *Creation of Land Division Committee*

A Land Division Committee is hereby created, which shall be the locally designated body to approve proposed divisions or property transfers under the Land Division Act, as amended. The Land Division Committee shall be composed of the Zoning Administrator, the Emergency Services Director, Water/Sewer Coordinator, the Township Supervisor, and Fire Chief if required, for as long as they hold their respective offices. Any action of the Land Division Committee shall be by a majority vote of the entire membership of the committee.

Section VI: Application for Land Approval

Due to the many requirements that must be met to obtain approval to divide a lot, parcel, or tract of land, or to affect a property transfer, an applicant shall have a meeting with the Land Division ~~Administrators~~ *Committee* to discuss the application procedures prior to submitting a formal application.

When formal approval of a division or property transfer is desired, that Applicant shall submit an application for that approval to the Land Division ~~Administrators~~ *Committee* on a form supplied by the township for that purpose. Except as provided herein, the application shall include, but not be limited to the following:

Section VII: Procedure for Review of Applications for Land Division Approval

- A. Upon receipt of a land division application package, the Land Division ~~Administrators~~ *Committee* shall forthwith submit the same to each affected department within Blair Township for their review and decision. The Blair Township Land Division

~~Administrators~~ **Committee** shall approve, approve with conditions or deny the land division applied for within 30 days after receipt of a complete application conforming to this Ordinance's requirements, and shall promptly notify the applicant of the decision, and if denied, the reasons for denial. If the application package does not conform to this Ordinance's requirements the Land Division ~~Administrators~~ **Committee** shall return the same to the applicant for completion and re-filing in accordance with the terms of this Ordinance.

- B. Any person or entity aggrieved by the decision of the Blair Township Land Division ~~Administrators~~ **Committee** may within 30 days of said decision appeal the decision to the Blair Township Board of Trustees which shall consider and resolve such appeal by a majority vote of the Board at its next regular meeting or session affording sufficient time for a 20 day written notice to the applicant and/or appellant of the time and date of said meeting and appellate hearing.

- D The Land Division ~~Administrators~~ **Committee** shall maintain an official record of all approved and accomplished land divisions or transfers.

Lynette

From: Nicole Blonshine Supervisor [Supervisor@blairtownship.org]
Sent: Thursday, December 28, 2017 8:57 AM
To: 'Tracie Campbell'; 'Lynette'; 'sclous blairtownship.org'; 'rzeits blairtownship.org'; 'ckucera blairtownship.org'; 'Dennis Fitzpatrick'
Cc: 'water blairtownship.org'
Subject: FW: Water Benefits

FYI everyone...I will discuss this again with Lisa to try and comprehend why the previous owners were refunded their money and the reason this new owner has to pay the entire benefit fee.

From: John McGee [mailto:pgaone@gmail.com]
Sent: Wednesday, December 27, 2017 3:38 PM
To: supervisor@blairtownship.org
Subject: Water Benefits

Blair Township Board and Nicole Blonshine,

I am sending you this email in regards to the "water benefit fees" for 273 US 31 S.

In the fall of 2016 I was informed that we were being charged \$19,200.00 for water benefit fees that hadn't been paid for. I was then informed that I could pay 20% and be billed monthly for the balance but they would need the 20% to issue the permit so I could get our parking lot paved. Furthermore, after some discussion about these fees I asked why Mark, the prior owner of Big Papa's didn't pay for these fees. I was then told that he paid the 20% down and never paid any of his monthly statements and that THE BOARD HAD REFUNDED HIS 20% down.

I don't understand how the Board can refund Moneys to the owner that hooked up to the water system.

When we purchased this property we became a Bona fide purchaser. Title search was clean outside of the normal tax proration. I have spoken to Terry Raven with Attorney's Title whom handled our closing and he informed me of no findings of any items due.

I have discussed this situation with Nicole 4 or 5 times now and I would like to get to a resolution. My suggestion would be to consider this paid in full and you can keep the \$3,840.00 check # 101 paid on Oct 19, 2016.

Just a little bit about Glen Harrington and myself, John McGee owners of Hrrington's By The Bay, Sorellina, McGee's 72 and McGee's 31. We have opened 4 restaurants in 5 years time, Of the 4 restaurants, 3 of them were shutdown defunct properties and we revived the buildings and made each of the areas more appealing while adding employment to more than 140 jobs. Speaking of jobs, this year alone our payroll with gratuities added for the tipped employees will exceed 3.5 million dollars and that is what we are most proud of!!! Business is tough no matter what business it is and we continue to put our necks out there. So again I would ask to consider the above suggestion to resolve this matter.

I plan to attend the January Board Meeting to discuss if we can't resolve this prior.

Thank you for your time and consideration,

John

John McGee

Owner/Operator

Harrington's By The Bay / Sorellina / McGee's 72 / McGee's 31

231.499.1002 cell

BLAIR TOWNSHIP EMERGENCY SERVICES

December 28, 2017

RE: Mutual Aid Box Alarm System (MABAS)

Joining MABAS allows Blair Township to receive mutual aid from across the State of Michigan for large incidents. This system also is agreement that Blair Township will participate with assisting other agencies in need of same instance. Attached is also algorithm for Blair Township Emergency Services to follow if a call out happens.

MABAS Call Out Request

Step 1

- Fire Chief Contacted with specific request
- ES Director notified for approval

Step 2

- Details of specific request and timeframe paged out for volunteers
- (NO on Duty Staff will be sent unless they are covered)

Step 3

- MABS advised if request can be filled

12/1/12

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

Effective Date: _____

BETWEEN

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

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

SECTION TWO

Definitions

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

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

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


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

SECTION THREE

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

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is "Michigan Mutual Aid Box Alarm System Association".

- 
3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. Establishment of the Executive Board.

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

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

SECTION FOUR

Duties of the Executive Board

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

SECTION FIVE

Rules and Procedures

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

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

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

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

SECTION EIGHT

Compensation for Aid

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

SECTION NINE

Insurance

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

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

SECTION TEN

Liability

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

SECTION ELEVEN

No Waiver of Governmental Immunity

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

SECTION TWELVE

Term

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

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

SECTION THIRTEEN

Miscellaneous

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

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

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

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

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

Political Entity

Chief Executive Official

Date

BLAIR TOWNSHIP EMERGENCY SERVICES

December 28, 2017

RE: Target Solutions

Recently the State of Michigan passed laws requiring firefighters to obtain continuing education credits as EMS requires. Target Solutions provides pre-approved credits with the State of Michigan for fire and EMS. There are some educational topics that are integrated enabling the ability to receive EMS and Fire credits for one educational program. The EMS and Fire Chief will be able to add to the classes provided, either with videos or add a required practical portion before receiving credit for the class. The classes can be accessed remotely so that enables our paid-on call or any members to obtain some lecture educational credits from home. The Chiefs and myself sat through a webinar presentation and they are both very excited to have this program to provide education and record keeping. I have visited a Fire Department that utilizes this program and they are very happy with it.



BUSINESS PROPOSAL

Blair Township Emergency Services

Prepared for Dan O' Brien

12/21/17



Preparation is vital in making firefighters effective and safe. That's why we're committed to building innovative solutions that increase productivity for the fire service.

TargetSolutions :: Premier Membership Platform

TargetSolutions is a web-based platform that enables organizations to maintain compliance, deliver curriculum and track training. The platform can be configured to your organization's specific needs. It is Internet-based and accessible through a unique URL path. Administrators manage the website on behalf of their organization and have access to the platform's powerful applications. The platform is constantly upgraded through development and testing by our team of technical developers.

Platform Highlights :: Technology with a Purpose

>>> **TargetSolutions** features the industry's most dependable and powerful cloud-based system. TargetSolutions delivers 99.95 percent uptime, delivering a fast and reliable experience for users. TargetSolutions' backup datacenter has been strategically positioned, securing production infrastructure.

>>> **TargetSolutions'** low-cost approach gives departments of all sizes the opportunity to achieve significant savings. We offer hundreds of courses, covering critical EMS training, emergency vehicle operations and NFPA-approved content. With TargetSolutions, you can take courses 24/7 and employees can train on their own time, at their own pace, dramatically increasing retention.

>>> **TargetSolutions'** records management system is powerful, engaging and easy to navigate. You'll be able to streamline your operations by creating and delivering customized content and delivering it online. You will always know your department's progress and have the means to achieve your training and compliance goals.

>>> **TargetSolutions** makes it easy to stay compliant with licenses, certifications, qualifications and anything else that expires. With our platform's alert notifications, nothing slips through the cracks. You can create any type of activity or communication imaginable, deliver it to your personnel and ensure accountability with e-signatures. You can also track all types of training activities and assignments and generate comprehensive data reports for reporting training records.



TargetSolutions :: Learning Management

TargetSolutions' learning management system makes it possible for administrators to assign and deliver online training courses and custom-made activities to their users. The system also provides the ability to track, document and report assignments.



Organization & User Profiles (Management Tools): Administrators of organizations can easily manage users' access to the platform. Administrators can add users, delete users, modify user profiles, reset passwords, modify their organizational profile, define organizational categories, create groups and modify groups. Administrators can also assign "supervisor" rights to specific users.



Assignment Scheduler (Course Delivery System): Administrators are able to assign anything from the platform's robust online training library with the platform's Assignment Scheduler. They can also deliver specially created Custom Activities. Administrators are able to create new assignments, assign activities and modify and remove old assignments.



Notifications: Administrators can create e-mail alerts to notify administrators and users when an assignment is approaching. In addition to e-mail alerts, the platform features a prominently displayed Notification System (one for both users and administrators) on the home page that warns when an assignment needs attention. Users and administrators will receive alerts regarding upcoming expirations and deadlines for credentials, events, courses and activities. The platform generates an optional monthly e-mail to all users that serves as a reminder and summarizes course assignments.



Reports: Administrators can run reports on completed assignments, incomplete assignments, users, credentials, certificates, etc. They are able to save reports, recreate popular reports and specify output columns. They can also stay informed on their organization's progress completing courses and activities by monitoring assignment data that automatically filters onto the Dashboard.



Custom Logo: TargetSolutions' home page features an editable box where administrators can easily upload their organization's custom logo onto their home page.



Community Resources (Resource Sharing): Administrators can access training videos, organizational policies, inspection forms and much more from other departments across the country with Community Resources. Shared material can be downloaded, customized and delivered through the Assignment Scheduler. Community Resources consists of two sections: "Top Files" and "Top Videos," which are determined by a combination of popular views and resource ratings. The search engine gives administrators the ability to browse TargetSolutions' database of content.





File Center (Organizational Resources): Organizations can store important departmental resources, including SOPs, training videos and more in a secure and centralized online location in the File Center. With TargetSolutions, organizations have 100 megabytes of space for storing files. Administrators can post documents that are only visible for other administrators. The ability to upload and delete files is only granted to administrators, but all users will be able to access files that are uploaded.



Calendar: Using the fire industry's standard color-coding system, administrators can manage shift schedules. Users can access pending assignment data and important notifications with this application.



Bulletin Board: Administrators can post announcements and department news for their entire organization to view in a centralized online location.



Forums: The platform features a web-based discussion board that provides a centralized online location where an organization's administrators and users can discuss issues and trade ideas. Administrators have the ability to edit and delete posts without help from TargetSolutions client services team.



Events Manager: Administrators can create, schedule and track organizational events, including instructor-led training events, live meetings, etc. This tool gives administrators the ability to track user registration for events and set e-mail reminder alerts. Administrators can access registration and attendance records and set up event alerts. Users can view details of previous events they have enrolled in, events that are open to enroll in, previously attended events, and personally created events.



Custom Content Delivery & Tests: Administrators have the ability to create, assign and manage the delivery of web-based content. Administrators can deliver policies, SOPs and all other communications and ensure accountability by requiring employees to use an e-signature to verify receiving activities. Administrators are able to track completions and run reports with complete data. Tests are created with Test Builder and attached to activities created with the Activities Builder. Administrators can gauge employees' comprehension of material by creating and delivering automatically graded tests. Tests can be attached to activities and assigned to users.

TargetSolutions :: Records Management

TargetSolutions records management system makes it possible for administrators to track and report on all types of training assignments and activities. The powerful tools help organizations "Go Green" and streamline their efforts, making managing personnel and remaining compliant more efficient.





Daily Training Log: Administrators can effectively track “daily drills” with TargetSolutions. The platform comes with 19 pre-made drills that administrators can utilize – or completely customize – in order to meet mandatory organizational requirements.



Inspection: Administrators can stay informed on the status of a crew’s equipment and gear by assigning activities that mandate routine analysis of Self-Contained Breathing Apparatus, Personal Protective Equipment, Fire Truck Equipment and everything else under the firehouse’s roof.



Post-Incident Evaluation: With TargetSolutions, administrators can create activities for employees to complete after an incident. It’s easy to keep historical records of incidents and utilize the reports for future training opportunities.



Activities Builder: TargetSolutions’ powerful application empowers administrators to track and record all types of data in a single system. Create programs specific to your department’s needs with this highly customizable application. Activities Builder gives administrators the ability to quickly and effectively deliver activities to employees. Activities can be used to assign, track and review documents stored in the Resource Center, including tasks, inspections, surveys, instructor-led training sessions and more.

TargetSolutions :: Career Tracking

TargetSolutions’ career-tracking applications make acquiring the necessary education and training to meet mandated requirements more efficient. The platform’s powerful tools keep administrators informed so nothing will ever go unnoticed.



License Management: Whether it’s a driver’s license or any other type of license you need to track, TargetSolutions makes it easy and efficient. Alerts and notifications will keep users and administrators informed when expiration dates approach or pass.



Certification & Qualification Management: Both administrators and users can track and maintain credentials, certifications, qualifications and all other types of information. Everything can be tagged with an alert or e-mail notification so it won’t go unnoticed.



ISO Tracking/MI OSHA 74: TargetSolutions makes complying with important audits, like ISO’s annual review, easier than ever before. In fact, ISO reporting has been termed “seamless” by our clients. TargetSolutions provides access to ready-made and customizable training templates created just for ISO.



After delivering these activities to personnel, TargetSolutions' tracking system enables administrators to generate comprehensive reports when ISO comes to analyze training records.



Skill Sheets & Task Books: With TargetSolutions, departments can operate at their highest level. Administrators can create activities to test skills and track results electronically. They can create Task Books to test employees and ensure they are on track for achieving professional growth.



ARFF Tracking: Administrators can easily track Aircraft Rescue & Fire Fighting training data and hour accumulation, plus deliver the FAA's ARFF Training DVD. You'll have access to 15 activities that have been recommended by the FAA.



Credentials: Track and maintain credentials, certifications, qualifications and all other types of information. Everything can be tagged with an alert or e-mail notification so it won't go unnoticed.

TargetSolutions :: Online Training

TargetSolutions provides course bundles, including HR & Employment Practices, OSHA & Compliance, Driving Safety, NFPA/Fire/EVO and EMS Recertification. All of these bundles are available with the Premier Membership Solution. Courses are consistently updated with new information and multi-media interactivity.



HR & Employment Practices: An overview of employment practices encountered in the workplace, including sexual harassment, hiring and termination, discrimination, evaluation and documentation. TargetSolutions offers AB 1825 Sexual Harassment and AB 1234 Ethics Training that meet important requirements in California. Courses are assigned through the platform's LMS.



OSHA & Compliance: TargetSolutions offers courses that comply with OSHA and other federal and state regulatory agency training mandates. These courses help eliminate logistical issues inherent with traditional training methods for these topics.



Driving Safety: TargetSolutions delivers the answer to your driver safety training. You will be able to reduce motor vehicle losses with courses designed to change unsafe driving behaviors and reinforce safe-driving concepts.



NFPA / Fire / EVO: TargetSolutions' library features courses based on the NFPA codes and standards, including NFPA 1001, 1021 and the 1500 series. We also offer approved courses covering wildland fire, emergency response to terrorism, first responder operations level refreshers and emergency vehicle operators.





EMS Recertification: First responders and EMTs of all levels can complete their continuing education requirements on our platform. TargetSolutions offers more than 160 hours of EMS training accredited by various regulatory agencies.

TargetSolutions :: Client Support

TargetSolutions values your business and will prove it to you every single time you need our assistance. We are dedicated to providing customer service that exceeds our clients' expectations.



Implementation and Ongoing Support: As a TargetSolutions client you have full access to our Client Services Support Team. You'll be appointed a TS liaison to help navigate rollout and ongoing support of the platform, answer account-related questions and provide additional support as it is needed. Our team of Customer Service Representatives is available to answer questions via Live Chat Support or our general customer service line. Clients' requests are responded to during normal business hours (8 a.m. to 5:30 p.m., PST). After-hours emergency support is available by calling toll-free at 800.840.8048.



Extended Support Services (Help System): TargetSolutions provides an extensive online multi-media help system with detailed step-by-step instructions for each operational activity on the platform. TargetSolutions also provides user manuals, video tutorials, and answers to frequently asked questions. In addition, TargetSolutions may provide in-person training workshops at various times throughout the year.

TargetSolutions :: Additional Options at Added Cost

In addition to the features listed in this document, TargetSolutions offers additional options and upgrades.



Web Events: Web Events gives organizations the ability to conduct online meetings with remote participants — all from within the TargetSolutions platform. Web Events features screen sharing, video conferencing, live chat, and VOIP. In addition, TargetSolutions' Events Manager helps organizations manage invitations, track registrations and run attendance reports.

TargetSolutions :: Proposal Summary



This proposal outlines the benefits, features, services and applications TargetSolutions will provide to the Client named below along with payment terms. Confirmation is required to customize the TargetSolutions' platform and begin the implementation process.

Company: TargetSolutions

Client (Organization/Department): Blair Township Emergency Services

Start Date: TBD



**Preparation is vital in making firefighters effective and safe.
That's why we're committed to building innovative technology
solutions that increase productivity for the fire service.**



SCHEDULE A

CONFIDENTIAL

TargetSolutions

10805 RANCHO BERNARDO ROAD, SUITE 200
SAN DIEGO, CA 92127-5703
877-944-6372 - TOLL FREE
858-592-6880 - DIRECT / 858-487-8762 - FAX

TS Sales Contact: David FarrarEmail: david.farrar@targetsolutions.com

Phone: 773-294-7215

DATE of SUBMISSION

12/21/2017

LICENSE TERMS: 12 months billed annually**Proposal To:**

Blair Township Emergency Services
Att: Dan O' Brien
2121 County Road 633,
Grawn, Michigan 49637
ems@blairtownship.org
231-276-9354

TargetSolutions Online Training Platform License Customized Website, Administration Tools, and Applications

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
Premier Membership Platform-12/31/17-12/30/18	\$89	30	\$2,670
Full Targetsolutions Platform Applications & Functions PLUS Online course library of HR & Employment Practices, OSHA & Compliance, Driving Safety, Office Skills, Project Management, Fire, EVO, NFPA and EMS Recertification course bundles	included/ unlimited use		
Annual Maintenance Fee billed annually each year	\$ 395.00	1	\$ 395.00
Optional Products and/or services:			\$ -
One Time Set Up Fee (Discounted: see Notes)	\$ -		\$0
	TOTAL DUE YEAR ONE (INCLUDES 30 USERS AND \$395 ANNUAL MAINTENANCE FEE)		\$3,065.00

Notes: VFD/POC Pricing Discount applied. 1 year term. If proposal is signed by 1/31/18 \$1500 set up fee waived.

By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<http://www.targetsolutions.com/clients/client-resources/>

TargetSolutions, Inc. business proposal pricing is good for 30 days from Date of Submission listed above.



Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services.

TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights. 4.1. Client acknowledges that TSL alone (and its licensors,

where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name: Blair Township Emergency Services

Address: 2121 County Road 633,

Grawn, Michigan 49637

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A

(Attached)

BLAIR TOWNSHIP EMERGENCY SERVICES

December 28, 2017

RE: Union Negotiations

Union negotiations are complete and agreed by both parties. To attract qualified candidates to apply and accept positions at Blair Township, we raised the starting wage 8%. We lowered the pay scale increments from 5%,3%,3%,5% to 4%,2%,2%,4%, this assisted off setting the 8% increase. To help with retention of valued employees with longevity we agreed upon a 2% increase February 1, 2018 and July 1, 2018 a 3% increase, this gives the employees off the wage scale a additional 3% increase from the current contract. The agreed upon increases is calculated to keep us at 95% of budgeted wages for the current fiscal year.

Addendum: The wage scale increase only affects the Paramedic/Firefighter wage scale. The 2% and 3 % increases only affect the union employees off the pay scale which includes Paramedic/Firefighters, EMT/Firefighters, and Paramedic.

This change does not affect the part-time wages.

With approval from the union, the 2% increase will actually be effective February 3, 2018. This change is to collaborate with the Township pay period.



CANNABIS
LEGAL GROUP

MEDICAL MARIJUANA FACILITIES LICENSING ACT

SUMMARY



SUMMARY OF MEDICAL MARIJUANA FACILITIES LICENSING ACT

Introduction

You are reading this material because Michigan recently passed laws creating a regulated system for medical marijuana cultivation and distribution (HB4209 & 4827). These laws create a highly regulated system where the state tracks marijuana from the moment it is planted through the cultivation process, transportation and sale to authorized qualified patients.

Licenses under the new law will be offered late next year. The Medical Marijuana Facilities Licensing Act (HB4209) **requires** municipalities to have passed an ordinance enabling such businesses to operate in the community before the state will license such a business there.

The medical marijuana facilities under the new law will be licensed by the State of Michigan; all marijuana is tracked; all licensees are required to maintain security systems and inventory control measures allowing the state real time access; all marijuana is tested for safety; all retail locations will be connected to a real time state inventory tracking system that prohibits the purchasing of marijuana in excess of state limits; all marijuana license owners will undergo rigorous background checks; and all marijuana will be transported by a Secure Transporter licensee under the strictest of state rules for security, traceability and accountability.

Companies hoping to obtain one of the regulated licenses are presently looking for property in which to locate their business, including property in your community. Municipalities play a substantial role in the location of businesses hoping to operate under the new licensing system.

The good news is that municipalities will not be forced to accept a marijuana business in their community if they do not want one. Municipalities may also decide that some of the marijuana licenses are acceptable, such as a grower and processor, but not a dispensary.

The State of Michigan is creating an entirely new administrative agency under LARA, whose job it is to create administrative rules to ensure public safety as the new marijuana licenses are implemented.



There are over 180,000 medical marijuana patients in Michigan. Marijuana is a real medicine and Michigan is about to have a real medical marijuana program. Attached are documents to assist in the process of learning about the medicinal properties of marijuana, if that subject is of interest to you, including how municipalities can benefit from the tax revenue generated by the new laws.

The Medical Marijuana Facilities Licenses Act (MMFLA) creates a formalized system for the licensing, regulation and tracking of medical marijuana in Michigan. The MMFLA, which was approved on September 21, 2016 and effective December 20, 2016, creates five (5) licensed medical marijuana businesses. Commencing in December, 2017, the State will accept applications for these licenses.

All Marijuana to be Tracked

Under the MMFLA, every single plant and every single gram of medical marijuana will be tracked from "seed to sale."

The MMFLA requires an internet, data based Statewide Monitoring System to track the movement of all marijuana on a 24 hour / 365-day basis to ensure that only registered patients purchase medical marijuana and not in amounts in excess of limits established under the Michigan Medical Marijuana Act.

New Licensing Board

The MMFLA creates a Medical Marijuana Licensing Board within the Michigan Department of Licensing and Regulatory Affairs to implement and administer the MMFLA for the purpose of licensing and regulating the growth, processing, testing and transporting marijuana. The Board will consist of 5 members appointed by the Governor, not more than 3 of whom can be members of the same political party, and who serve for a term of 4 years.

The Board is responsible for licensing, regulating and enforcing the regulatory system established for the growth, processing, testing and transportation of medical marijuana under the MMFLA. While the Board will have significant authority over the administration of the rules created to implement the MMFLA, the MMFLA specifically denies the Board the authority to establish any limit on the number or type of licenses that may be granted. This authority, however, is left to municipalities.



Types of Licenses

Five types of businesses will be licensed under the MMFLA:

1. Grower
 - Class A: 1 to 500 Plants
 - Class B: 500 to 1000 Plants
 - Class C: 1,000 to 1,500 Plants
2. Processor (Extraction/Manufacturing)
3. Provisioning Center (Dispensary)
4. Secure Transportation
5. Safety Compliance Facility (Independent Testing Laboratory).

Municipalities may limit the number and/or type of Marijuana Facilities located within their boundaries.

Expected Regulations

The State will soon commence the process of creating administrative rules to establish the following:

- Standards for facilities and equipment;
- Minimum levels of insurance for licensees;
- Operating regulations for each classification of license that ensures the health, safety and security of the product and facility operations;
- Testing standards;
- Minimum qualification and restrictions for persons involved in the operation of marihuana facilities;
- Standards for the cultivation, manufacturing, secure transportation, storage and sale of marihuana;
- Packaging and labeling standards;
- Daily purchasing limits;
- Marketing and advertising restrictions;
- Maximum THC standards for infused products;
- Waste management, quality control, and chain of custody standards; and
- The statewide tracking of all marihuana transfers.

Note: The forthcoming regulations **will not** provide municipalities additional guidance on



enabling and zoning ordinances.

MUNICIPALITIES HAVE AN INTEGRAL ROLE IN IMPLEMENTING THE MMFLA

Under the Medical Marijuana Facilities Licenses Act (MMFLA) **NO** marijuana facility will be licensed by the State of Michigan unless and until the “municipality has adopted an ordinance that authorized that type of facility.” *Section 205(1)*.

Medical Marijuana Licenses Will Not Issue for Locations Where the Municipality Failed to Pass an Ordinance Specifically Permitting the Intended Use

Municipalities May Approve One or All Types of Marijuana Facilities

The MMFLA creates five types of licensed and regulated medical marijuana facilities:

- Grower
- Processor (Extraction/Manufacturing)
- Provisioning Center (Dispensary)
- Secure Transporter
- Safety Compliance Facility (Laboratory Testing)

Municipalities may “authorize 1 or more types of marijuana facilities within its boundaries” and may also “limit the number of each type of facility.” As such, a municipality may authorize growers and processors, but not dispensaries.

Zoning Ordinances

Municipalities may also adopt zoning regulations but may not regulate the purity or pricing of medical marijuana. *Section 205(1)(b)*.

The MMFLA specifically states that a grower license application will not be approved by the state unless it is located in an area zoned for:

- Industrial Use;
- Agricultural Use; or
- In an unzoned area.



The MMFLA is silent as to the zoning for Processors, Provisioning Centers, Secure Transporters and Safety Compliance Facilities.

The State's Forthcoming Rules Administering the MMFLA Are Not Expected to Provide Municipalities Any Guidance on Drafting Enabling and Zoning Ordinances

Upon the State's Receipt of a License Application

Section 205(1) of the MMFLA provides that when the State receives any application for the licensure of a medical marijuana facility it requests the following from the local municipality:

1. Copy of the local ordinance that authorizes the marijuana facility;
2. Copy of any zoning regulations applicable to the proposed marijuana facility; and
3. A description of any violation of the authorizing or zoning ordinance by the applicant.

Medical Marijuana License Applicants Must Notify Municipalities

Applicant's for a license to operate a marijuana facility pursuant to the MMFLA must, within 10 days of submitting an application to the State, notify the local municipality of such application by registered mail.

Municipalities May Impose Annual Fee Up to \$5,000

The MMFLA provides that municipalities may impose an annual fee not to exceed \$5,000 per licensee to defray associated administrative and enforcement costs.

Opportunity for Revenue – Excise Tax Fund

The MMFLA creates a Medical Marijuana Excise Fund into which 60% of the funds are distributed locally. (See Section 6 of the MMFLA.) The funds in the Medical Marijuana Excise Fund are generated through a 3% tax on the gross retail receipts of all Provisioning Centers (Dispensaries) and is dispersed, at the close of each fiscal year, in the following manner:

- **Municipalities Get 25% of Fund:** Municipalities in which Medical Marijuana Facilities are located are allocated a 25% share of the Medical Marijuana Excise Fund in proportion to the number of facilities within the municipality; and
- **Counties Get 30% of Fund:** The Counties in which Medical Marijuana Facilities are located are allocated 30% of the Medical Marijuana Excise Fund in proportion to the number of facilities within the municipality, **plus** another 5% is directly allocated to the County Sheriff.



MICHIGAN MEDICAL MARIJUANA ACT

Only Qualifying Patients with debilitating medical conditions or Qualifying Patients with the symptoms associated with debilitating medical conditions qualify for a written certification permitting the medical use of marijuana pursuant to Michigan's Medical Marijuana Act.

A Qualifying Patient may elect to grow their own plants (up to 12) or elect to have a Primary Caregiver assist them in growing medical marijuana.

The Following Qualify As A Debilitating Medical Condition Under the Michigan Medical Marijuana Act:

- Cancer
- Glaucoma
- HIV/AIDS
- Hepatitis C
- Lou Gehrig's disease (Amyotrophic lateral sclerosis, or ALS)
- Crohn's Disease
- Alzheimer's
- Nail-Patella Syndrome
- Cachexia (wasting disease)
- Severe and Chronic Pain
- Severe Nausea
- Seizures
- Epilepsy
- Severe and Persistent Muscle Spasms
- Multiple sclerosis



Treasurer's

R E P O R T



Aging Summary, December 2017 Blair Township

1/1/2018 4:48 AM

Em's Aging

Payor Category	Current	31-60	61-90	91-120	121-180	Over 180	Total
1 BCBS	3,524.57						3,524.57
2 Commercial	31,133.48	10,550.13	9,260.00	6,080.00	11,640.00	3,120.00	71,783.61
3 Medicaid	3,227.50		1,000.00				4,227.50
4 Medicaid HMO	14,882.50	7,770.00	14,785.00	2,500.00	6,137.50	907.50	46,982.50
5 Medicare	40,577.50	4,940.28	11,140.97	925.00	922.50		58,506.25
6 Private Pay	21,838.72	11,814.96	6,745.00	12,900.00	9,975.00	2,525.00	65,798.68
Totals	115,184.27	35,075.37	42,930.97	22,405.00	28,675.00	6,552.50	250,823.11

Payor Name	Current	31-60	61-90	91-120	121-180	Over 180	Total
1 AAA Michigan Claim Center (Mitchell International)			1,225.00				1,225.00
2 AARP of Atlanta GA All Claims	213.48	196.49					409.97
3 Allstate All Claims IL, IN, MI	1,225.00						1,225.00
4 ALMIRA TOWNSHIP	390.00						390.00
5 Auto Owners/Corvel ALL PIP CLAIMS	1,550.00	300.00					1,850.00
6 BCBS of Michigan	3,524.57						3,524.57
7 Bill Patient	21,838.72	11,814.96	6,745.00	12,900.00	9,975.00	2,525.00	65,798.68
8 Blue Cross Complete of Michigan	1,000.00						1,000.00
9 BUCKLEY TRANSPORT			390.00				390.00
10 Citizens Howell ALL MEDICAL CLAIMS	1,200.00						1,200.00
11 FIFE LAKE AREA EMS	1,030.00	1,250.00	1,000.00	250.00	1,500.00		5,030.00
12 GREEN LAKE TWP EMERGENCY SERVICES	6,830.00			750.00			7,580.00
13 Hartford Ins Co		99.13					99.13
14 Horace Mann Insurance	1,225.00						1,225.00
15 Humana Gold Choice SR Plan		930.00					930.00
16 KINGSLEY AREA AMBULANCE SERVICE	5,850.00	4,440.00	1,710.00	4,830.00	9,750.00	3,120.00	29,700.00
17 McLaren Health Plan Medicaid	1,217.50	1,000.00	7,865.00		4,930.00		15,012.50

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Aging Summary, December 2017

Blair Township

1/1/2018 4:48 AM

Payor Name	Current	31-60	61-90	91-120	121-180	Over 180	Total
18 Medicaid	3,227.50		1,000.00				4,227.50
19 Medicare	36,882.50	2,010.28	7,765.97	925.00	922.50		48,506.25
20 Medicare PLUS Blue	2,470.00						2,470.00
21 Meridian Health Plan of Mi Medicaid	10,492.50	5,495.00	5,920.00	2,000.00	1,207.50		25,115.00
22 MESICK RESCUE	3,900.00		250.00	250.00			4,400.00
23 Molina Healthcare Medicaid	2,172.50		1,000.00	500.00		907.50	4,580.00
24 PRIORITY HEALTH INSURANCE	3,225.00	97.81					3,322.81
25 Priority Health Medicare Senior Plan	1,225.00	2,000.00					3,225.00
26 STATE FARM PIP BOX 106170			1,175.00				1,175.00
27 THOMPSONVILLE AMBULANCE SERVICE	390.00	1,170.00					1,560.00
28 TRAVELERS INDEMNITY INDIANAPOLIS	1,175.00						1,175.00
29 Tricare North Region		950.00					950.00
30 United Healthcare Atlanta PO BOX 740803	50.00						50.00
31 United Healthcare Community Plan Medicaid		1,275.00					1,275.00
32 United Healthcare Medicare Advantage			3,375.00				3,375.00
33 United Healthcare PO Box 30555		96.70					96.70
34 VILLAGE OF BUCKLEY FIRE AND EMS	2,880.00	1,950.00	3,510.00		390.00		8,730.00
Totals	115,184.27	35,075.37	42,930.97	22,405.00	28,675.00	6,552.50	250,823.11

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Fund	Description	Beginning Balance 12/01/2017	Total Debits	Total Credits	Ending Balance 12/31/2017
101	GENERAL FUND	2,971,546.63	162,285.71	66,393.97	3,067,438.37
205	PUBLIC SAFETY FUND	478,274.27	96,587.81	72,783.45	502,078.63
210	AMBULANCE FUND	344,089.37	80,704.19	64,843.77	359,949.79
211	METRO ACT FUND	46,174.06	0.00	0.00	46,174.06
212	LIQUOR LAW ENFORCEMENT FUND	15,342.73	0.00	0.00	15,342.73
590	SEWER FUND	679,728.69	47,875.14	9,066.76	718,537.07
591	WATER FUND	335,224.11	56,027.13	21,168.08	370,083.16
703	CURRENT TAX COLLECTION	26,976.04	1,242,129.29	292,377.53	976,727.80
750	PAYROLL CLEARING	286.04	198,142.18	198,022.45	405.77
870	MILFOIL FUND	18,924.90	0.00	0.00	18,924.90
	TOTAL - ALL FUNDS	4,916,566.84	1,883,751.45	724,656.01	6,075,662.28

District Wide Receipts Recap for BLAIR TOWNSHIP
Population: Special Assessment Districts (100, 200)

Sp. Assessment	Tot Principal Pd		Tot Admin Pd		Tot Interest Pd		Current Installment Year: 2017		Tot Addtl Penalty Paid		Tot CertFee Pd		Total Pd	
	Cur	Prin	Cur	Prin	Cur	Prin	Cur	Prin	Cur	Prin	Cur	Prin	Cur	Prin
100														
WATER ASSESSMENT	585.00		0.00		12.15		0.00		0.00		0.00		597.15	
	0.00		0.00		0.00		0.00		0.00		0.00		0.00	
200														
COMMERCIAL SEWER	16,772.64		0.00		3,646.83		0.00		0.00		0.00		20,419.47	
	16,441.83		0.00		3,646.83		0.00		0.00		0.00		20,088.66	
Grand Totals	17,357.64		0.00		3,658.98		0.00		0.00		0.00		21,016.62	
	16,441.83		0.00		3,646.83		0.00		0.00		0.00		20,088.66	