



12803 S. Wacousta Rd., Grand Ledge, MI 48837

517-626-6593

www.watertownmi.gov

**MONDAY, DECEMBER 19, 2022**  
**BOARD OF TRUSTEES REGULAR MEETING AGENDA**  
**7:00 PM SOUTH ROOM**

*Electronic file format: Hoover over agenda item to take you to the corresponding page.*

	Resp. Party	Action	Attachment
<b>1. MEETING OPENING</b>			
a. Call to order	JM		
b. Pledge of Allegiance	JM		
c. Roll Call	CB		
<b>2. PUBLIC COMMENT</b> (limit of 3 minutes per comment may be enforced)			
<b>3. CONSENT AGENDA</b>	JM	Motion to	
a. Correspondence: ITC Transmission Plan		approve	1
b. Routine Bills – Bill List		all items	2
c. Board Reports		on the	
i. Planning Director August-November 2022		consent	3
ii. Permitting Activities, November 2022		agenda,	4
iii. Treasurer Memo, November 2022		minus	5
iv. Investment Report, November 2022		items	6
v. Treasurer Financial Status Report, November 2022		pulled	7
vi. Township Manager November 2022		from	8
d. Reports		consent	N/A
<b>4. AGENDA APPROVAL</b>	JM	Motion	Agenda
<b>5. APPROVAL OF MINUTES</b>			
a. November 21, 2022 Regular Meeting	JM	Motion	9
<b>6. APPROVAL OF BILLS</b>			
a. Additional Bill List <i>on the Table</i>	JM	Motion	On Table
<b>7. PUBLIC HEARING</b>	N/A	N/A	N/A
<b>8. PENDING BUSINESS</b>	N/A	N/A	N/A
<b>9. NEW BUSINESS</b>			
a. Cemetery Board Re-appointment – Sue Miller	CB	Motion	10
b. Southern Clinton County Municipal Utilities Authority Re-appointment – Deb Adams	CB	Motion	11
c. Compensation Commission Re-appointment – David LaLumia	CB	Motion	12
d. Board of Review Re-appointment – Roger Hansbarger	CB	Motion	13
e. Board of Review Re-appointment – Rick Adams	CB	Motion	14
f. Board of Review Re-appointment – Robert Bo Nelson	CB	Motion	15
g. Board of Review Alternate Re-appointment – Brian Hurtekant	CB	Motion	16
h. Board Appointments	CB	Motion	17



12803 S. Wacousta Rd., Grand Ledge, MI 48837

517-626-6593

www.watertownmi.gov

i. Supervisor's Appointment	JM	Motion	18
j. Resolution 12-19-2022-1: Board of Trustees Meeting Dates	CB	Motion	19
k. Resolution 12-19-2022-2: Michigan Public Act 152 of 2011	JT	Motion	20
l. Resolution 12-19-2022-3: Investment Institutions for Township Funds	SB	Motion	21
m. Resolution 12-19-2022-4: SCCMUA Capital Projects-Brad Gurski	JT	Motion	22
n. Resolution 12-19-2022-5: Support of Agricultural Land	JT	Motion	23
o. Joint Operating Agreement with Eagle Township	JT	Motion	24
p. Budget Adjustments	JT	Motion	25
q. Budget Reserves	JT	Motion	26
r. Township Manager's Annual Review	JM	Motion	27
<b>10. BOARD MEMBER AND PUBLIC COMMENT</b>			
<b>11. ADJOURNMENT</b>			

**From:** [Mazurek, Kyle](#)  
**To:** [johnny@tir.com](mailto:johnny@tir.com)  
**Cc:** [Carolyn Brokob](#)  
**Subject:** ITC Mid-Michigan Infrastructure Project  
**Date:** Monday, November 28, 2022 11:16:39 AM  
**Attachments:** [ITC Michigan Fact Sheet \(08.18.22\).pdf](#)  
[ITC LRTP Fact Sheet \(10.18.22\) \(LR\).pdf](#)  
[ITC LRTP Press Release \(10.18.22\).pdf](#)

---

Dear Supervisor Maahs:

My name is Kyle Mazurek, and I am a Local Government & Community Affairs representative for ITC Michigan – owner and operator of the power transmission infrastructure in most of Michigan’s lower peninsula, including your surrounding region.

In response to the changing energy landscape and the critical imperative to maintain the long-term reliability and stability of the electric grid, ITC recently announced its intent to construct, own and operate new electric transmission lines here in Michigan. The benefits of ITC’s infrastructure investment include enhancing grid resilience during extreme weather, improving distribution of low-cost, renewable energy, and supporting the state’s transition toward a lower carbon and renewable energy future.

One component of the proposal and upgrade – referred to as ITC’s *Oneida-Nelson Road Project* – seeks to extend new electric transmission lines approximately 40 miles in Mid-Michigan, from the company’s Oneida substation in Oneida Township, Eaton County, to the north, to its Nelson Road substation in New Haven Township, Gratiot County.

ITC is currently evaluating specific route options, and I wanted to take this opportunity to reach out to you directly to share the attached background materials about the project: ITC Michigan Fact Sheet, ITC Long Range Transmission Plan (“LRTP”) Fact Sheet, and ITC LRTP Press Release. Please see attached.

ITC will release a letter mid-December to all potentially impacted municipalities requesting feedback on the proposed route. In the meantime, I will follow-up with you in the coming days to see what questions you may have.

Thank you for your time and attention to this important matter. I look forward to working with you and will be in further contact shortly.

Sincerely,  
Kyle Mazurek

**Kyle V. Mazurek, J.D.**

Area Manager of Local Government & Community Affairs  
ITC Holdings  
27175 Energy Way | Novi, MI 48377  
Cell: 734.474.7402 | Email: [kmazurek@itctransco.com](mailto:kmazurek@itctransco.com)

---



## **ITC to build transmission projects expected to provide over \$6 billion in economic benefits to Michigan ratepayers**

**NOVI, Mich. (October 18, 2022)** – Michigan Electric Transmission Company, a wholly owned subsidiary of ITC Holdings Corp., announced its intent to construct, own and operate new transmission line projects in Michigan which are expected to provide Michigan ratepayers with over \$6B in economic benefits while creating approximately 4,100 jobs across Michigan by 2030.

The new electric transmission projects are part of the Midcontinent Independent System Operator's (MISO) [Long Range Transmission Planning \(LRTP\) Tranche 1 Portfolio](#) of projects and is the first new interstate connection to Michigan's transmission system in nearly 50 years.

"I am pleased to celebrate ITC's transformational and historic investment in Michigan," said **Governor Gretchen Whitmer**. "This investment will enhance energy reliability while supporting thousands of jobs and providing a whopping \$6 billion in economic benefit to communities across the state. Investments like this are critical as we transition towards a clean energy and electric vehicle future. Throughout my administration, I've I have had the privilege of working across the aisle and across the public and private sector to rebuild Michigan's infrastructure and bring Michigan's economy into the future. Let's keep getting it done."

With an estimated investment of \$850 million, these projects are strategically engineered to improve grid reliability and resiliency, reduce system congestion, support the state's economic development efforts and enable an electrified economy as Michigan continues its transition towards a lower carbon and renewable energy future.

"This overall portfolio of new high-voltage transmission lines will provide numerous benefits and deliver value to electric consumers throughout Michigan," said Simon Whitelocke, president of ITC Michigan. "As the energy landscape continues to change, these lines are critically important to Michigan as the state will greatly benefit from the increased ability to import power to maintain electric reliability. It will also enhance Michigan's access to regional generation as far west as Iowa and beyond."

Approximately 110 miles of new 345 kilovolt (kV) lines will be constructed from northern Indiana to a new ITC substation located approximately 20 miles southwest of Lansing and will include new 345kV lines extending west of Lansing to Gratiot County. Additionally, 75 miles of existing transmission lines from Jackson County to Wayne County will be upgraded to help improve reliability, storm resiliency and system efficiency.

The formal notice of intent was filed with the Michigan Public Service Commission (MPSC) and in accordance with the Transmission Infrastructure Planning Act (TIPA). The bipartisan legislation passed by the Michigan legislature last year ensures utilities with a proven track record in the state can construct these systems. These will be the first new transmission projects since the legislation took effect.

"Looking around the country and seeing preventable events such as what's occurring in California or the unfortunate events in Texas with winter storm Uri, Michigan must be proactive to ensure that we have the tools in our toolbox to allow for the needed investments to be made in our energy infrastructure to ensure system reliability and resiliency," said State Sen. Wayne Schmidt, R- Traverse

City. “I am proud to have worked in a bipartisan fashion on this legislation, and to see it produce meaningful benefits so quickly is truly remarkable.”

ITC will be evaluating and proposing specific route options and working with state regulators to advance the project through the regulatory processes.

For more information about ITC, visit [www.itc-holdings.com](http://www.itc-holdings.com).

#### **About ITC Michigan**

ITC Holdings Corp., the nation’s largest independent electricity transmission company based in Novi, Michigan, owns and operates two subsidiaries in the state: ITC *Transmission* and METC (collectively, ITC Michigan). The two systems comprise approximately 8,700 circuit miles of transmission line serving most of Michigan’s Lower Peninsula. For further information, visit [www.itc-holdings.com](http://www.itc-holdings.com). ITC is a subsidiary of Fortis Inc., a leader in the North American regulated electric and gas utility industry. For further information, visit [www.fortisinc.com](http://www.fortisinc.com).

**Media Contact:** Christine Williams, 248-946-3590, [cwilliams@itctransco.com](mailto:cwilliams@itctransco.com)

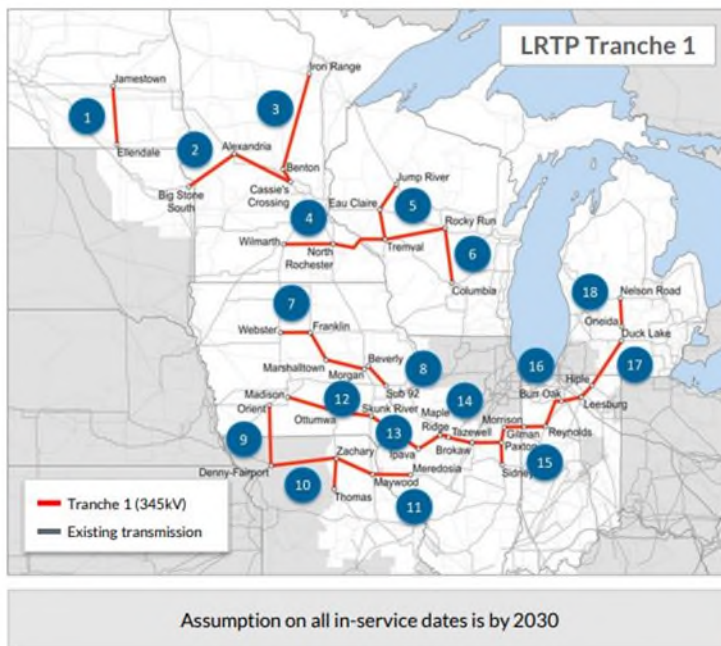


# LONG-RANGE TRANSMISSION PLAN (LRTP)

## BACKGROUND

Approximately two years ago, the Midcontinent Independent System Operator (MISO) initiated a collaborative and innovative effort known as the Long-Range Transmission Plan (LRTP) to provide a roadmap for future transmission investment across the MISO region. On July 25, 2022, the MISO Board of Directors approved the largest portfolio of long-range transmission projects in Regional Transmission Organization (RTO) history. The \$10.3 billion investment includes 18 transmission projects in MISO’s Midwest Subregion. The Tranche 1 portfolio is the first of four planned tranches in MISO’s LRTP process.

Tranche 1 represents the first iteration and includes 18 projects across the MISO Midwest subregion estimated at \$10.3 billion



ID	Project Description	Est. Cost (\$M, 2022)
1	Jamestown - Ellendale	\$439M
2	Big Stone South - Alexandria - Cassie's Crossing	\$574M
3	Iron Range - Benton County - Cassie's Crossing	\$970M
4	Wilmarth - North Rochester - Tremval	\$689M
5	Tremval - Eau Clair - Jump River	\$505M
6	Tremval - Rocky Run - Columbia	\$1,050M
7	Webster - Franklin - Marshalltown - Morgan Valley	\$755M
8	Beverly - Sub 92	\$231M
9	Orient - Denny - Fairport	\$390M
10	Denny - Zachary - Thomas Hill - Maywood	\$769M
11	Maywood - Meredosia	\$301M
12	Madison - Ottumwa - Skunk River	\$673M
13	Skunk River - Ipava	\$594M
14	Ipava - Maple Ridge - Tazewell - Brokaw - Paxton East	\$572M
15	Sidney - Paxton East - Gilman South - Morrison Ditch	\$454M
16	Morrison Ditch - Reynolds - Burr Oak - Leesburg - Hiple	\$261M
17	Hiple - Duck Lake	\$696M
18	Oneida - Nelson Rd.	\$403M
<b>Total Project Portfolio Cost</b>		<b>\$10.3B</b>

## ARE THESE PROJECTS COST EFFECTIVE?

Current analysis indicates total economic benefits of the Tranche 1 portfolio significantly exceed costs with a benefit-to-cost ratio of at least 2.2 for all resource zones in MISO Midwest. Benefit metrics include congestion and fuel savings, avoided capital costs of local resource investment, avoided transmission investment, resource adequacy savings, avoided risk of load shed and decarbonization.

# LONG-RANGE TRANSMISSION PLAN (LRTP)

## WHY ARE THESE PROJECTS NEEDED? WHAT BENEFITS CAN BE REALIZED?

These projects are critical to ensure that the integration of new generating resources is done so in a manner that increases resiliency, improves reliability, and delivers wide-spread economic benefits as power producers transition to a generation fleet composed of clean, renewable energy supporting an electrified economy. Benefits include:

- **Reduced system congestion and fuel savings** – LRTP Tranche 1 projects will decrease congestion and allow more low-cost resources to be integrated, replacing higher-cost resources, lowering the overall cost to serve load.
- **Avoided capital costs of local resource investments** – LRTP Tranche 1 projects will increase regional transfer capability, which will result in an optimized balance of local resource investment and regional transmission capacity.
- **Avoided transmission investment** – LRTP projects will increase regional transmission capacity and preempt the need for reliability expansion projects and upgrades in the future.
- **Improved reliability and resilience** – The portfolio will enhance grid reliability and provide more system resilience during increasingly frequent and severe weather events.
- **Help meet decarbonization goals** – The renewable generation sources enabled by the LRTP portfolio will help accomplish the decarbonization goals set by states, corporations and other external stakeholders.

## HOW WILL MICHIGAN BE IMPACTED?

As part of Tranche 1, approximately 110 new miles of 345kV electric transmission lines are to be constructed in Michigan, with an estimated investment of \$850 million. These lines will run from ITC's Nelson Rd substation (Gratiot County) to Oneida substation (Eaton County); and the new 345kV Helix substation (to be in an area approximately 20 miles southwest of Lansing) to Hiple substation in Indiana. Additionally, 75 miles of existing transmission lines from Jackson County to Wayne County will be upgraded to help improve reliability, storm resiliency and system efficiency. Highlights of these projects include:

- Expected to provide over \$6 billion in economic benefits to Michigan ratepayers
- Approximately 4,100 jobs to be created over the span of the projects
- First greenfield development of 345kV in Michigan since the Thumb Loop project was approved in 2010
- First project being constructed under the Right of First Refusal (ROFR), Public Act 125 of 2021
- First new 345kV tie lines built into Michigan since 1973
- MISO's second backbone transmission portfolio (MVPs approved 2011)
- Strategically engineered to support our clean energy transition



## WHAT ARE NEXT STEPS?

Where possible, MISO leveraged existing transmission corridors to plan this portfolio of projects to improve speed of construction and reduce the impact on local areas and communities and ratepayers. ITC and other transmission owners will now move forward with evaluating and proposing specific route options and begin to move the projects through state regulatory processes.

ITC MICHIGAN

# WORKING FOR THE GREATER GRID



## YOUR HIGH-VOLTAGE POWER GRID

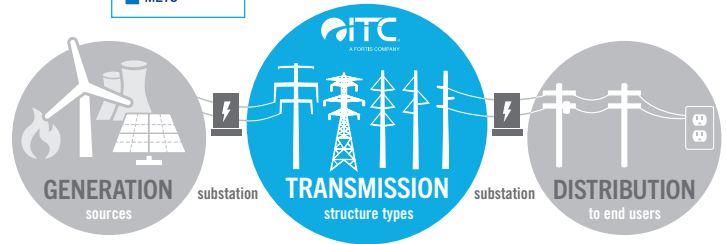
ITC Michigan operates power transmission infrastructure serving most of Michigan's Lower Peninsula. ITC Michigan is composed of two operating companies: ITC *Transmission* serving southeast Michigan, and Michigan Electric Transmission Company (METC) serving most of the rest of the Lower Peninsula. Both are subsidiaries of ITC Holdings Corp., the largest independent electricity transmission company in the U.S. with operations in seven states. ITC connects a variety of customers at transmission-level voltages.



*ITC's investments in power transmission infrastructure lower electricity costs, improve service reliability and safety, and increase economic activity and tax revenues for customers, stakeholders and communities.*

## TRANSMISSION AT CENTER OF POWER DELIVERY

Power flows to people through a three-part system: from power plants and other sources where electricity is generated; through transmission lines that carry the power at high voltages over long distances; and finally, into smaller, local wires known as distribution lines that bring electricity into our homes and other buildings. At ITC, we build, operate and maintain the high-voltage transmission infrastructure that holds this three-part system together, moving power from where it's generated to where it's needed – acting much like the country's network of highways.



*Our company's sole focus on electricity transmission (we don't own generating plants or purchase or sell electricity in the energy markets) gives us a unique, neutral view of the electric grid and its current and future needs. We are actively involved in planning an integrated energy network to serve our customers, communities and the greater grid.*

ITC MICHIGAN AT-A-GLANCE	ITC <i>Transmission</i>	METC
Square miles of service territory	~7,600	~28,850
Transmission circuit miles (population served)	~3,100 (population ~5.1 million)	~5,600 (population of ~4.9 million)
Transmission structures	~18,800	~37,100
Voltage levels	120 kV to 345 kV	120 kV to 345 kV
System peak load	12,745 MW	9,469 MW
Stations and substations with ITC assets	202	165
Capital investments since assets acquired	~\$3.4 billion since 2003	~\$2.7 billion since 2006
Reduction in average number of outages on system since acquired by ITC	Down 46%	Down 18%
Headquarters	Novi, Michigan	
Top executive	Simon Whitelocke	

## KEY PROJECTS

- **Blue Water Reinforcement** – ITC is improving the reliability of electric service to residents and businesses, facilitating new generation sources and supporting current and future electricity demand throughout the region. This project included construction of two new 345 kV substations: Puttygut energized May 2021 and Crimson energized April 2021; plus a four-mile rebuild of the 120 kV Hamlin-Spokane transmission line.
- **Corktown** – In Detroit, a new 120 kV substation was completed and includes half-mile of underground transmission line that provides improved capacity and reliability to serve the growing needs of the region.
- **Riggsville–Port Calcite–Rockport** – Reconstruction of a 70-mile, 138 kV transmission line spanning the northeast Lower Peninsula. The Rockport-

Port Calcite 138kV line rebuild was completed in April 2021. Remaining work will continue throughout 2022.

- **Meyer Station** – To support load growth and ensure the reliability of service in the community, ITC recently completed construction on the new extra high voltage (EHV) Meyer Station in Wright Township.
- **The Thumb Loop** – A 140-mile, 345 kV line tracing Michigan's Thumb region, with four new substations. This critical project was completed in 2015 and serves as the backbone of a system designed to meet the identified maximum wind energy potential of the Thumb regional while helping to meet Michigan's clean energy goals. It is an important link in the high-voltage system to serve the region.



**FOR THE GREATER GRID.**

27175 Energy Way, Novi, MI 48377 | 877.ITC.ITC9 (877.482.4829)  
[www.itc-holdings.com](http://www.itc-holdings.com)

©2021 ITC Holdings Corp. "ITC", the "ITC" swoosh logo and "For the Greater Grid" tagline are registered trademarks of ITC Holdings Corp. 8/18/2022



WATERTOWN CHARTER TOWNSHIP  
BILL LIST FOR MEETING  
DECEMBER 19, 2022

ATTACHMENT 2

VENDOR	PURPOSE	AMOUNT
<b>***PAYROLL PAID 11-30-22 ***</b>		
ELECTRONIC FEDERAL DEPOSIT	GF TWP SHARE SOCIAL SECURITY & MEDICARE	\$2,916.98
PAYROLL	GF PAYROLL FOR STAFF, BOARDS AND COMMITTEES	\$43,333.90
MERS	GF TWP SHARE PENSION COSTS	\$5,527.25
TOTAL		\$51,778.13
GENERAL FUND TOTAL		\$51,778.13
<b>***BILLS PAID 12-01-22***</b>		
ANDREA Z. POLVERENTO	GF MEDICAL & MILEAGE REIMBURSEMENT	869.54
BUSINESS CARD	GF BROKOB - ELECTION	48.74
	GF POLVERENTO - CONFERENCE	190.40
	GF CASE - CEMETERY, TRUCK, OIL, POPCORN MACHINE	709.89
	GF MINTON - WEBINAR, SANTA DINNER, SCANNER	946.75
	GF TUBBS - ELECTION, ZOOM	1,565.16
CAPITAL EQUIPMENT & SUPPLY	GF TOOLS	115.00
CAROLYN BROKOB	GF MEDICAL & MILEAGE REIMBURSEMENTS	829.21
CHAD COOLEY	GF MEDICAL REIMBURSEMENT	3,059.09
CLINTON COUNTY ROAD COMMISSION	GF CURB AND CONCRETE, LAKESIDE	3,305.00
JEFFREY S. MACKENZIE	GF ASSESSOR 11/16-30/2022	3,323.84
LANSING ICE & FUEL	GF PROPANE	413.72
LOOKING GLASS REGIONAL FIRE	GF NOVEMBER & DECEMBER BUDGET PAYMENTS	100,382.34
MENARD'S	GF ELECTION, AUTO, KITCHEN SINK REPAIR	219.14
MI ASSOC OF MUNICIPAL CLERKS	GF MAMC RENEWAL-CLERKS	75.00
NORTHWESTERN MUTUAL LIFE	GF DISABILITY INSURANCE	849.95
PITNEY BOWES GLOBAL FINANCIAL-LEASE	GF POSTAGE METER LEASE	93.00
PROVIDENCE	GF MONTHLY TECHCARE	1,734.67
ROSE PEST SOLUTIONS	GF PEST CONTROL	65.00
S.C.C.M.U.A.	SF MONTHLY SEWER PAYMENT	35,394.72
STANDARD INSURANCE COMPANY	GF LIFE INSURANCE	195.95
SUE BIERGANS	GF MILEAGE REMIBURSEMENT	171.88
SUSAN HUNTER	GF MEDICAL REIMBURSEMENT	306.56
TOTAL		\$154,864.55
GENERAL FUND TOTAL		\$119,469.83
TAX FUND		\$0.00
SEWER FUND		\$35,394.72

WATERTOWN CHARTER TOWNSHIP  
 BILL LIST FOR MEETING  
 DECEMBER 19, 2022

VENDOR	PURPOSE	AMOUNT
<b>***PAYROLL PAID 12-15-22 ***</b>		
ELECTRONIC FEDERAL DEPOSIT	GF TWP SHARE SOCIAL SECURITY & MEDICARE	\$2,162.16
PAYROLL	GF PAYROLL FOR STAFF, BOARDS AND COMMITTEES	\$28,262.72
MERS	GF TWP SHARE PENSION COSTS	\$4,349.90
TOTAL		\$34,774.78
GENERAL FUND TOTAL		\$34,774.78
<b>***BILLS PAID 12-15-22***</b>		
ACD	GF TELEPHONE EQUIPMENT	234.18
CLINTON COUNTY CLERK	GF ELECTION PREP	1,310.84
CLINTON COUNTY ROAD COMMISSION	GF SPOT GRAVEL	11,871.09
CONSUMERS ENERGY	GF STREETLIGHTS	2,249.95
	GF PARK & RIDE LOT	32.94
	GF CEMETERY	52.38
	GF LOOKING GLASS PARK	29.27
	GF TOWNSHIP OFFICE & GYM	1,642.39
	GF WATERTOWN CHARTER TOWNSHIP	197.42
CULLIGAN	GF BOTTLED WATER	18.00
DELAU FIRE & SAFETY	GF ANNUAL EXTINGUISHERS INSPECTION	50.00
DONNA MINTON	GF MILEAGE REIMBURSEMENT	34.38
GRACIA-WING, VERONICA	GF DEPOSIT REFUND	150.00
ICMA	GF TUBBS MEMEBERSHIP RENEWAL	695.45
JEFF MACKENZIE	GF ASSESSOR 12/01-15/22	3,323.84
JOHN MAAHS	GF MEDICAL REIMBURSEMENT	162.29
JUDY SHILTON	GF DEPOSIT REFUND	150.00
KENT COMMUNICATIONS	GF WINTER TAX BILL	896.26
KRUSE, MICHAEL	GF DEPOSIT REFUND	150.00
MICHIGAN FLEET FUELING	GF FUEL	286.17
MUNICIPAL INSPECTION SERVICES	GF PERMITS	36,688.50
RON OVERTON	GF MEDICAL REIMBURSEMENT	599.78
ROSEMARIE HENNING	GF DEPOSIT REFUND	150.00
ROSS, MARISSA	GF DEPOSIT REFUND	150.00
SOHN LINEN	GF FLOOR MATS	161.12
VERIZON	GF CELL PHONES	171.44
TOTAL		\$61,457.69
GENERAL FUND TOTAL		\$61,457.69

WATERTOWN CHARTER TOWNSHIP  
 BILL LIST FOR MEETING  
 DECEMBER 19, 2022

VENDOR	PURPOSE	AMOUNT
<b>***BILLS TO BE PAID 12-30-22***</b>		
JEFFREY S. MACKENZIE	GF ASSESSING 12/16-31/22	\$3,323.84
LOOKING GLASS REGIONAL FIRE	GF MONTHLY BUDGET	\$50,191.17
S.C.C.M.U.A.	SF MONTHLY SEWER PAYMENT	\$38,122.47
TOTAL		\$91,637.48
GENERAL FUND TOTAL		\$53,515.01
SEWER FUND TOTAL		\$38,122.47

**\*\*\*BILLS TO BE PAID AFTER BOARD APPROVAL \*\*\***

MCGINTY HITCH	GF OCTOBER & NOVEMBER LEGAL FEES	\$455.00
TOTAL		\$455.00
GENERAL FUND TOTAL		

---

---

**MEMORANDUM**

---

---

**TO:** WATERTOWN TOWNSHIP PLANNING COMMISSION  
**FROM:** ANDREA Z. POLVERENTO, PLANNING DIRECTOR  
**SUBJECT:** MONTHLY REPORT: NOVEMBER 2022

---

**Meetings & Events**

11/2 – Election Training

11/2 – Planning Commission Regular Meeting

11/8 – General Election

11/17 – Groundwater Management Board Outreach Committee Meeting

11/21 – Board of Trustees Regular Meeting

11/29 – Greater Lansing Regional Groundwater Summit

11/30 – Greater Lansing Regional Committee on Stormwater Management Seminar

*The Zoning Board of Appeals did not meet in November and will not meet in December. There is a possibility they will need to meet for a variance review in early 2023.*

**Enforcement**

Wacousta Road: Junk car complaint, partially resolved, follow up letter pending

Wacousta Road: Junk complaint, notice reviewed by attorney, sent 10/28, second notice going out this week.

Grand River Avenue: permission received by adjoining property owner, inspections pending.

**Development**

Peckham is seeking to install a bus stop in its existing parking area. I'm working with their engineer and the drain commissioner on permitting.

Triton has applied to amend their site plan, for a secondary access and upgrades to their stormwater detention area.

Zoning permits issued to date this year are down 25% from 2020's numbers, and down 30% over this time last year. New housing starts are down significantly this year.

**Master Plan Update**

Giffels Webster has completed the requested changes from the Planning Commission. The final draft has been received.

**Education & Training**

I attended a training hosted by TCRPC & GLRC on managing stormwater in clay soils. The information was very useful in reinforcing the value of native plant species, and provided additional details on reviewing site plans for bioretention. My main takeaway was that I will be more cognizant of where facilities are staging construction materials in the future, especially if they are in areas planned for stormwater management, to avoid undue soil compaction.

**Other**

I'm working with the accounting and the building department on year-end budget adjustments. Staff is conducting a status update on building permits with building department staff.

Staff is continuing to compile data for the 2022 annual report.

**Planning & Zoning Monthly Report - November 2022**

<b>Residential</b>	<b>Current Month</b>	<b>Year to Date</b>
New Residences		13
Residential Additions		3
Accessory Buildings/Garages		12
Decks and Porches	1	18
Pools/Ponds/Hot Tubs		3
Home Occupations		3
Sign Permits		1
<b>Commercial/Industrial</b>	<b>Current Month</b>	<b>Year to Date</b>
New /Remodel/Additions		3
Sign Permits		1
Cell Towers and Related		3
Residential Solar		3
<b>Agricultural</b>	<b>Current Month</b>	<b>Year to Date</b>
AG Buildings		

***Certificates of Occupancy Issued:***

	<b>Current Month</b>	<b>Year to Date</b>
Residential	2	26
Commercial/Industrial		3

## TREASURER'S INVESTMENT MEMO

To: Supervisor Maahs, Clerk Brokob, Trustees Cooley, Hufnagel, Madill, and Hufnagel

From: Sue Biergans, Treasurer

RE: September Investment Activity

Date: December 1, 2022

During the month of November 2022, the following interest received:

MI-Class	Total Interest added	\$9,587.88
MI-Class Edge	Total Interest added	\$6,437.65
Multi-Bank Securities	Total Interest added	\$4,831.50
CIBC Bank	Total Interest added	\$ 501.42

Percent of investment portfolio per financial institution is:

Chase	Huntington	CIBC	Comerica	Dart	Flagstar	Horizon	Independent	MI CLASS	MI CLASS EDGE	MBS	Mercantile
		\$150,000.00		\$122,500.00	\$101,689.20	\$103,449.83		\$1,374,014.95	\$319,439.86	\$254,045.00	\$100,000.00
		\$156,300.21		\$100,000.00		\$130,137.56		\$12,125.25	\$909,797.09	\$146,476.50	\$100,000.00
				\$122,500.00		\$128,834.37		\$4,927.72	\$10,108.87	\$147,751.50	
								\$321,214.12	\$909,797.09	\$254,565.00	
								\$51,399.11	\$25,272.16	\$247,572.50	
								\$192,623.27		\$99,249.00	
								\$5,109.34		\$197,656.00	
								\$71,432.83		\$194,830.00	
								\$1,031,155.39		\$150,000.00	
								\$27,911.28		\$200,000.00	
										\$200,000.00	
										\$200,000.00	
										\$250,000.00	
\$0.00	\$0.00	\$306,300.21	\$0.00	\$345,000.00	\$101,689.20	\$362,421.76	\$0.00	\$3,091,913.26	\$2,174,415.07	\$2,542,145.50	\$200,000.00
\$9,123,885.00											
0.00%	0.00%	3.36%	0.00%	3.78%	1.11%	3.97%	0.00%	33.89%	23.83%	27.86%	2.19%





## Financial Status Report

NOVEMBER 2022

ACCOUNTS	BEGINNING BALANCE	FUNDS RECEIVED	FUNDS DISBURSED	ENDING BALANCE
<b>GENERAL FUND</b>				
CHECKING	\$ 12,691.45	\$ 402,844.96	\$ 402,200.26	\$ 13,336.15
SAVINGS ACCOUNT	\$ 3,153,125.83	\$ 88,029.25	\$ 366,751.47	\$ 2,874,403.61
INVESTMENTS	\$ 4,434,241.67	\$ 6,954.32		\$ 4,441,195.99
<b>TOTAL</b>	<b>\$ 7,600,058.95</b>	<b>\$ 497,828.53</b>	<b>\$ 768,951.73</b>	<b>\$ 7,328,935.75</b>
<b>CEMETERY IMPROVEMENT FUND</b>				
SAVINGS ACCOUNT	\$ 27,113.49	\$ 186.70		\$ 27,300.19
INVESTMENTS	\$ 53,022.03	\$ 161.40		\$ 53,183.43
<b>TOTAL</b>	<b>\$ 80,135.52</b>	<b>\$ 348.10</b>	<b>\$ -</b>	<b>\$ 80,483.62</b>
<b>TAX</b>				
SAVINGS ACCOUNT	\$ 26,813.11	\$ 820.79	\$ 17,945.71	\$ 9,688.19
INVESTMENTS	\$ 4,912.43	\$ 15.29		\$ 4,927.72
<b>TOTAL</b>	<b>\$ 31,725.54</b>	<b>\$ 836.08</b>	<b>\$ 17,945.71</b>	<b>\$ 14,615.91</b>
<b>TIRF</b>				
SAVINGS ACCOUNT	\$ 48,977.94	\$ 82.19		\$ 49,060.13
INVESTMENTS	\$ 216,996.58	\$ 67.53		\$ 217,064.11
<b>TOTAL</b>	<b>\$ 265,974.52</b>	<b>\$ 149.72</b>	<b>\$ -</b>	<b>\$ 266,124.24</b>
<b>WATER DISTRICT #1</b>				
SAVINGS ACCOUNT	\$ 206,462.15	\$ 951.13		\$ 207,413.28
INVESTMENTS	\$ 836,368.16	\$ 1,941.81		\$ 838,309.97
<b>TOTAL</b>	<b>\$ 1,042,830.31</b>	<b>\$ 2,892.94</b>	<b>\$ -</b>	<b>\$ 1,045,723.25</b>
<b>SEWER RECEIVING FUND</b>				
SAVINGS ACCOUNT	\$ 699,480.51	\$ 3,154.31	\$35,535.52	\$ 667,099.30
INVESTMENTS	\$ 3,242,748.04	\$ 5,891.14		\$ 3,248,639.18
<b>TOTAL</b>	<b>\$ 3,942,228.55</b>	<b>\$ 9,045.45</b>	<b>\$ 35,535.52</b>	<b>\$ 3,915,738.48</b>
<b>WACOUSTA RD PAVING</b>				
INVESTMENTS	\$ 71,211.34	\$ 221.49	\$ -	\$ 71,432.83
<b>TOTAL</b>	<b>\$ 71,211.34</b>	<b>\$ 221.49</b>	<b>\$ -</b>	<b>\$ 71,432.83</b>
<b>STOLL ROAD PAVING</b>				
INVESTMENTS	\$ 192,025.95	\$ 597.32		\$ 192,623.27
<b>TOTAL</b>	<b>\$ 192,025.95</b>	<b>\$ 597.32</b>	<b>\$ -</b>	<b>\$ 192,623.27</b>
<b>STOLL ROAD WATER</b>				
INVESTMENTS	\$ 5,093.50	\$ 15.84		\$ 5,109.34
<b>TOTAL</b>	<b>\$ 5,093.50</b>	<b>\$ 15.84</b>	<b>\$ -</b>	<b>\$ 5,109.34</b>
<b>STOLL ROAD SEWER</b>				
INVESTMENTS	\$ 51,239.72	\$ 159.39		\$ 51,399.11
<b>TOTAL</b>	<b>\$ 51,239.72</b>	<b>\$ 159.39</b>	<b>\$ -</b>	<b>\$ 51,399.11</b>
<b>GRAND TOTAL</b>	<b>\$ 13,282,523.90</b>	<b>\$ 512,094.86</b>	<b>\$ 822,432.96</b>	<b>\$ 12,972,185.80</b>

## Memorandum

To: Watertown Township Board  
From: Jennifer Tubbs, Watertown Township Manager  
Date: December 13, 2022

RE: Township Manager's monthly report

---

**Committees/Meetings:**

- Attended LGRFA Meeting
- Attended SCCMUA Board Meeting
- Attended TAMC Data Committee meeting
- Met with LGRFA Chair
- Attended TAMC board meeting
- Met with Eagle Township
- Met with SCCMUA
- Met with Granger

**Economic Development:**

- Site Searches – one
- Related Correspondence – sixteen
- Meetings – one

**Office Operation:**

- Staff related assistance – seven

**Resident Relations:**

- Road complaints – nineteen
- Resident questions/interactions/meetings – sixteen

Staff has received ongoing complaints regarding the increased traffic on local roads due to construction in the area. The good news, those calls have dramatically slowed since everything is back open.

**Township Board Relations:**

- Board member related assistance – eight
- Board member meetings – three

**Miscellaneous:**

Grand Ledge Administration and the township are establishing regular meeting dates to begin discussion on the sale of the Wacousta Elementary School in the New Year.

Staff met with Granger to discuss the possibility of relocating the recycling center to Grand River Avenue. Granger was open to the idea of discussing what that might look like, but further discussions will be necessary.

**November 21, 2022 Board of Trustees Regular Meeting Minutes - DRAFT**

---

- 1. CALL TO ORDER:** The meeting was called to order at 7:00PM by Supervisor John Maahs with the Pledge of Allegiance to the flag of the United States of America.

**BOARD MEMBERS PRESENT:** Supervisor John Maahs, Treasurer Sue Biergans, Clerk Carolyn Brokob, Trustee Chad Cooley, Trustee Todd Hufnagel, Trustee Holly Madill, and Trustee Ron Overton.

**BOARD MEMBERS ABSENT:** None

**STAFF PRESENT:** Township Manager Jennifer Tubbs and Planning Director Andrea Polverento

- 2. PUBLIC COMMENT:** None

- 3. CONSENT AGENDA:**

Motion by Clerk Brokob, seconded by Trustee Cooley, to approve the consent agenda as presented. Motion carried.

- 4. AGENDA APPROVAL:**

Motion by Trustee Hufnagel, seconded by Trustee Madill, to approve the agenda as presented. Motion carried.

- 5. APPROVAL OF MINUTES: October 17, 2022 – Regular Meeting and Special Meeting**

Motion by Clerk Brokob, seconded by Trustee Hufnagel, to approve the regular meeting minutes of October 17, 2022. Motion carried.

Motion by Trustee Madill, seconded by Trustee Cooley, to approve the special meeting minutes of October 17, 2022. Motion carried.

- 6. APPROVAL OF BILLS:**

Supervisor Maahs noted the additional bill list on the table.

Motion by Treasurer Biergans, seconded by Trustee Madill, to approve the additional bill list on the table dated November 21, 2022. Motion carried.

- 7. PUBLIC HEARING:**

The public hearing on the Watertown Charter Township proposed 2023 Budget was opened at 7:07PM. No comments from the public were received. The public hearing was closed at 7:08PM.

- 8. PENDING BUSINESS:** None

- 9. NEW BUSINESS:**

**a. Resolution 11-21-2022-1: 2023 Watertown Charter Township Budget**

## Watertown Charter Township

12803 S. Wacousta Road, Grand Ledge MI 48837 | (517) 626-6593

### November 21, 2022 Board of Trustees Regular Meeting Minutes - DRAFT

---

Motion by Trustee Madill, seconded by Trustee Cooley, to waive the reading of Resolution 11-21-2022-1 – Budget Resolution – 2023 General Appropriations. Motion carried.

Motion by Clerk Brokob, seconded by Trustee Madill, to adopt Resolution 11-21-2022-1 Budget Resolution-2023 General Appropriations as presented

A roll call vote was recorded as follows:

Yes: Madill, Hufnagel, Maahs, Brokob, Overton, Biergans, Cooley

No: None

Absent: None

Resolution Adopted. Motion carried.

#### **b. Case No. 22-09 SLU – Ream Man Valve Bodies, LLC Special Use Permit, 5687 W. Grand River Ave.**

Motion by Trustee Overton, seconded by Trustee Hufnagel, that the Board of Trustees concurs with the recommendation of the Planning Commission and approves Case No. 22-09 SLU for Ream Man Valve Bodies, LLC and Great Lakes Powertrain, LLC for a Special Land Use Permit to operate a vehicle repair operation to be located at 5867 W. Grand River Avenue in Section 35 of Watertown Charter Township, provided that conformance to conditions 1-15 outlined in 9b of agenda packet are achieved to the satisfaction of the Township Zoning Administrator as being in accordance with the requirements of the Watertown Charter Township Zoning Ordinance. Motion carried.

#### **c. Looking Glass Regional Fire Authority Agreement**

After lengthy negotiations an agreement has been reached between Delta Charter Township and LGRFA/Watertown Charter Township/Eagle Township for fire and ambulance shared emergency services.

Motion by Trustee Hufnagel, seconded by Trustee Cooley, to approve the Fire and Ambulance Shared Emergency Services Contract between Delta Township and the Looking Glass Regional Fire Authority for a term of six years from January 1, 2023 to December 31, 2028. Motion carried.

#### **d. Solid Waste Management Plan Appointee**

Clinton County Department of Waste Management is seeking township leadership to serve on the planning committee to amend the Solid Waste Management Plan with Granger.

Motion by Trustee Madill, seconded by Treasurer Biergans, to appoint Clerk Carolyn Brokob as a township representative on the Solid Waste Management Plan Committee if selected by the Clinton County Board of Commissioners. Motion carried.

### **10. BOARD MEMBER AND PUBLIC COMMENT:**

Clerk Brokob reported a record turnout for the November 8, 2022 General Election. Thirty-four hundred Watertown voters cast ballots. 1,620 in person and 1,789 sending in AV ballots. That represents 77% voter participation. Carolyn thanked everyone for making this large undertaking a success.

The proposed future development in Eagle Township that will border Watertown Charter Township was discussed by the Trustees. The Board requested staff bring back a resolution for consideration next month in support of keeping agricultural land available for farming. Clinton County Commissioner, Ken Mitchell will also be asked to come to the December meeting to answer questions.

**Watertown Charter Township**

12803 S. Wacousta Road, Grand Ledge MI 48837 | (517) 626-6593

**November 21, 2022 Board of Trustees Regular Meeting Minutes - DRAFT**

---

**ADJOURNMENT: 7:52PM**

Date approved:

\_\_\_\_\_  
John Maahs, Supervisor

\_\_\_\_\_  
Carolyn Brokob, Clerk

DRAFT

RECEIVED

NOV 28 2022



APPLICATION FOR TOWNSHIP COMMITTEES,  
BOARDS, AND COMMISSIONS

WATERTOWN CHARTER TWP

Name of Committee/Board/Commission Cemetery Board Term to expire 12/31/2025

Name Sue Miller

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Business Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Length of Residence in Watertown Charter Township 44 years

Occupation Retired school teacher

Employer \_\_\_\_\_

Business Address \_\_\_\_\_

Education Bachelor's degree in Education

Master's degree in Education

Relevant Organizations/Affiliations Star Looking Glass Garden Club

Please explain your interest in serving on this Committee/Commission/Board:  
I enjoy working on the garden  
in the cemetery. Strong interest  
in cemeteries, in general.

Signature: K. Sue Miller Date: 11-26-22

Please Return Completed Application To: Watertown Charter Township Clerk  
12803 S. Wacousta Road  
Grand Ledge, MI 48837



APPLICATION FOR TOWNSHIP COMMITTEES,  
BOARDS, AND COMMISSIONS

Name of Committee/Board/Commission SCCMUA Board Term to expire 12/31/2025

Name Deborah Adams

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Business Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Length of Residence in Watertown Charter Township 28 years

Occupation Retired attorney/clerk

Employer \_\_\_\_\_

Business Address \_\_\_\_\_

Education JD Wayne State University

Relevant Organizations/Affiliations former clerk supervisor and planning commission member. Currently on SCCMUA Board

Please explain your interest in serving on this Committee/Commission/Board:  
I would like to continue service to my community by remaining on the SCCMUA Board

Signature: [Handwritten Signature] Date: 11/27/22

Please Return Completed Application To:

Watertown Charter Township Clerk  
12803 S. Wacousta Road  
Grand Ledge, MI 48837

RECEIVED

For additional information regarding the duties and responsibilities of any committee, board, or commission, please contact the Township Clerk's Office. (517) 626-6593 or clerk@watertownmi.gov





RECEIVED  
ATTACHMENT 12

DEC 12 2022

APPLICATION FOR TOWNSHIP COMMITTEES,  
BOARDS, AND COMMISSIONS

WATERTOWN CHARTER TWP

Name of Committee/Board/Commission Compensation Commission Term to expire  
12/31/2028

Name David A. Lalmia

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Business Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Length of Residence in Watertown Charter Township 25 years

Occupation Executive Director

Employer \_\_\_\_\_

Business Address \_\_\_\_\_

Education BA Loyola University of Chicago  
MSW UNIVERSITY of MICHIGAN

Relevant Organizations/Affiliations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please explain your interest in serving on this Committee/Commission/Board:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: David A. Lalmia Date: 12/5/22

Please Return Completed Application To: Watertown Charter Township Clerk  
12803 S. Wacousta Road  
Grand Ledge, MI 48837

For additional information regarding the duties and responsibilities of any committee, board, or commission,  
please contact the Township Clerk's Office. (517) 626-6593 or clerk@watertownmi.gov



APPLICATION FOR TOWNSHIP COMMITTEES,  
BOARDS, AND COMMISSIONS

DEC - 5 - 2022

RECEIVED

Name of Committee/Board/Commission Board of Review

Name H. Roger Hansbarger Term to expire 1/1/2025

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Business Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Length of Residence in Watertown Charter Township 52 years +

Occupation Retired

Employer \_\_\_\_\_

Business Address \_\_\_\_\_

Education BA +

Relevant Organizations/Affiliations \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please explain your interest in serving on this Committee/Commission/Board:

Even though I have been on this committee for many years, it is my sincere interest to stay involved in the township & to stay in form & as to property values. It is my sincere interest to help to see that all residents are treated equal as to their property & tax values. Besides it is interesting & fun!

Signature: H. Roger Hansbarger Date: 11/29/22

Please Return Completed Application To: Watertown Charter Township Clerk  
12803 S. Wacousta Road  
Grand Ledge, MI 48837



APPLICATION FOR TOWNSHIP COMMITTEES, BOARDS, AND COMMISSIONS

ATTACHMENT 14 RECEIVED

NOV 29 2022

WATERTOWN CHARTER TWP

Name of Committee/Board/Commission BOARD OF REVIEW Term to expire 1/1/2025

Name RICHARD M. C. ADAMS

Address

City/State/Zip

Home Phone

Business Phone

Email Address

Length of Residence in Watertown Charter Township 28 YEARS

Occupation RETIRED

Employer

Business Address

Education B.A. OAKLAND UNIVERSITY, M.A. UNIVERSITY OF DETROIT, J.D. WAYNE STATE UNIVERSITY

Relevant Organizations/Affiliations MICHIGAN BAR ASSOCIATION

Please explain your interest in serving on this Committee/Commission/Board: I SERVE ON THE TOWNSHIP'S PLANNING COMMISSION AND BOARD OF REVIEW. MY ENTIRE PROFESSIONAL CAREER HAS BEEN SERVING TOWNSHIP, COUNTY AND STATE GOVERNMENT. I HAVE ALWAYS BEEN COMMITTED TO PUBLIC SERVICE.

Signature: [Handwritten Signature] Date: 11/26/22

Please Return Completed Application To: Watertown Charter Township Clerk 12803 S. Wacousta Road Grand Ledge, MI 48837

For additional information regarding the duties and responsibilities of any committee, board, or commission, please contact the Township Clerk's Office. (517) 626-6593 or clerk@watertownmi.gov



APPLICATION FOR TOWNSHIP COMMITTEES,  
BOARDS, AND COMMISSIONS

Name of Committee/Board/Commission Board of Review Term to expire 1/1/2025

Name Robert Bo Nelson

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Business Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Length of Residence in Watertown Charter Township 11 yrs.

Occupation Electrician/maintenance

Employer \_\_\_\_\_

Business Address \_\_\_\_\_

Education Journeyman Card

Relevant Organizations/Affiliations \_\_\_\_\_

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

WATERTOWN CHARTER TWP

NOV 30 2022

RECEIVED

Please explain your interest in serving on this Committee/Commission/Board:

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

Signature: Robert Bo Nelson Date: 11-27-22

Please Return Completed Application To: Watertown Charter Township Clerk  
12803 S. Wacousta Road  
Grand Ledge, MI 48837

For additional information regarding the duties and responsibilities of any committee, board, or commission, please contact the Township Clerk's Office. (517) 626-6593 or clerk@watertownmi.gov



APPLICATION FOR TOWNSHIP COMMITTEES, BOARDS, AND COMMISSIONS

DEC 8 - 2022

RECEIVED

Name of Committee/Board/Commission Board of Review Term to expire 1/1/2025

Name Brian Hueteckand

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Business Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Length of Residence in Watertown Charter Township 1 year

Occupation Financial Manager

Employer \_\_\_\_\_

Business Address \_\_\_\_\_

Education \_\_\_\_\_

Relevant Organizations/Affiliations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please explain your interest in serving on this Committee/Commission/Board:

To serve the community which we live in for the better.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Brian Hueteckand Date: 12/6/2022

Please Return Completed Application To: Watertown Charter Township Clerk  
12803 S. Wacousta Road  
Grand Ledge, MI 48837

For additional information regarding the duties and responsibilities of any committee, board, or commission, please contact the Township Clerk's Office. (517) 626-6593 or clerk@watertownmi.gov



12803 S. Wacousta Rd., Grand Ledge, MI 48837

517-626-6593

[www.watertownmi.gov](http://www.watertownmi.gov)

ATTACHMENT 17

## MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Carolyn Brokob, Clerk  
**DATE:** December 19, 2023  
**SUBJECT:** Board Appointments – 2023

The following is a list of board appointments. All these appointments have been confirmed with each board member.

### **Chair ProTempore**

Ronald Overton

January 1, 2023 – December 31, 2023

### **Election Commission**

Carolyn Brokob, Chair (Per Statute), Chad Cooley, Ron Overton

January 1, 2023 – December 31, 2023

### **Newsletter Advisory Committee**

Holly Madill, Carolyn Brokob, Ron Overton

January 1, 2023 – December 31, 2023

### **Zoning Board of Appeals**

Chad Cooley

January 1, 2023 – December 31, 2023

### **Groundwater Management Board**

Andrea Polverento

January 1, 2023 - December 31, 2023

### **Looking Glass Regional Fire Authority**

Todd Hufnagel, Jennifer Tubbs

January 1, 2023 - December 31, 2023

### **Citizen of the Year Ad-Hoc Committee**

John Maahs, Ron Overton

January 1, 2023 - December 31, 2023

**Township Building Ad-Hoc Committee**

Sue Biergans, Carolyn Brokob, Jennifer Tubbs, Deb Adams

January 1, 2023 - December 31, 2023

**Policy Review Ad-Hoc Committee**

Sue Biergans, Carolyn Brokob, Jennifer Tubbs

January 1, 2023 - December 31, 2023

**Recommended Action: Approval of the Board of Trustees Committee assignments for 2023 as presented**

[Type here]



12803 S. Wacousta Rd., Grand Ledge, MI 48837

517-626-6593

[www.watertownmi.gov](http://www.watertownmi.gov)

ATTACHMENT 18

## MEMORANDUM

**Date:** December 19, 2022  
**To:** Board of Trustees  
**From:** John Maahs, Supervisor  
**RE:** Supervisor's Appointment

---

I recommend the re-appointment of Ron Overton as the Board of Trustees Representative to the Planning Commission with a term to expire December 31, 2023.

**Suggested Motion:** Motion to concur with Supervisor Maahs' recommendation and appoint Ronald Overton to serve as the Board of Trustees Representative to the Watertown Township Planning Commission with a term to expire December 31, 2023.



**WATERTOWN CHARTER TOWNSHIP  
CLINTON COUNTY, MICHIGAN**

**RESOLUTION TO ESTABLISH 2023 BOARD OF TRUSTEES MEETING DATES**

**WHEREAS**, Michigan Compiled Law 41.72a requires that the Township Board provide by resolution for the time and place of its regular meetings, and;

**WHEREAS**, the State of Michigan has enacted PA267 of 1976, the “Open Meetings Act,” which requires a public body to give prior public notice of all regular meetings and that said notice shall provide the dates, time and place of meetings, and;

**WHEREAS**, it is the desire of the Watertown Charter Township Board of Trustees, a public body, to conduct all its business in an open forum, in compliance with said Act.

**THEREFORE, BE IT RESOLVED** that the Watertown Charter Township Board of Trustees will hold regular meetings during the fiscal year beginning January 1, 2023 and ending December 31, 2023, on the following dates at 7:00PM unless noted otherwise at the Watertown Charter Township South Room, located at 12803 S. Wacousta Road, Grand Ledge, MI 48837:

January 17, 2023 (Tuesday)	August 21, 2023
February 21, 2023 (Tuesday)	September 18, 2023
March 20, 2023	October 2, 2023 – Special Budget
April 17, 2023	October 16, 2023 (5:30pm) – Special Budget
May 15, 2023	October 16, 2023
June 20, 2023 (Tuesday)	November 20, 2023
July 17, 2023	December 18, 2023

**WATERTOWN CHARTER TOWNSHIP  
CLINTON COUNTY, MICHIGAN**

**A RESOLUTION ELECTING TO COMPLY WITH THE PROVISIONS OF  
MICHIGAN PUBLIC ACT 152 OF 2011  
BY EXERCISING THE TOWNSHIP'S RIGHT TO EXEMPT ITSELF  
FROM THE REQUIREMENTS OF THE ACT.**

**WHEREAS**, on September 27, 2011, the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Public Acts of Michigan of 2011 (Act 152), became effective in the State of Michigan; and

**WHEREAS**, Act 152 establishes standards and a process with respect to medical benefit plans offered by public employers; and

**WHEREAS**, the Board of Trustees of Watertown Charter Township has historically recognized, in its role as steward for the public funds entrusted to it, that it must efficiently manage those limited resources; and

**WHEREAS**, the Board of Trustees of Watertown Charter Township constantly engages in a review of expenditures in order to maximize the value it receives for goods and services; and

**WHEREAS**, the Board of Trustees of Watertown Charter Township believes that, as the elected representatives for the township and answerable directly to the township's voters, it is best positioned to determine what benefits ought to be offered in order to attract and retain the best qualified township employees at the lowest overall costs; and

**WHEREAS**, the Board of Trustees of Watertown Charter Township further believes that compensation determinations for township employees are most properly the responsibility of the township's elected representatives, and not the State of Michigan or its officials; and

**WHEREAS**, to express its support for home rule government and to recognize that it is the township board's duty to manage township affairs to be most responsive to township voters, taxpayers and residents.

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Section 8 of Act 152, the Charter Township of Watertown hereby exempts itself from the requirements of Act 152 for the next succeeding year, 2023.

**WATERTOWN CHARTER TOWNSHIP  
CLINTON COUNTY, MICHIGAN**

**AUTHORIZATION OF INVESTMENT INSTITUTIONS FOR TOWNSHIP FUNDS**

**WHEREAS**, by Resolution the Board of Trustees of Watertown Charter Township has properly designated a depository for banking purposes; and,

**WHEREAS**, the Township has surplus funds that can be invested; and

**WHEREAS**, the Board of Trustees of Watertown Charter Township has established within its Board Policies, investment policies in compliance with MCL 129.95; and

**WHEREAS**, within the approved investment policies, at Section 5.8, the Board of Trustees of Watertown Charter Township has designated the nature of the financial institutions and brokers/dealers which are authorized to provide investment services to the Township; and

**WHEREAS**, pursuant to the approved investment policies, the Board of Trustees of Watertown Charter Township shall, by resolution, approve annually the authorized list of financial institutions; and

**WHEREAS**, the Board of Trustees of Watertown Charter Township is exercising its fiduciary responsibilities pursuant to Public Act 20 of 1943, being MCL 129.91 et. seq., to authorize the Treasurer to invest the surplus funds of the Township in the financial institutions and other entities set forth herein.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Watertown Charter Township, on the advice of its Treasurer as being in compliance with the nature of the financial institutions approved pursuant to Section 5.8(A) of the Board Policies, hereby approves the following financial institutions as authorized to provide investment services to the Township:

- |                           |                     |
|---------------------------|---------------------|
| 1. Consumers Credit Union | 2. Comerica Bank;   |
| 3. Dart Bank;             | 4. Flagstar Bank;   |
| 5. Horizon Bank;          | 6. Huntington Bank  |
| 7. Independent Bank;      | 8. Mercantile Bank; |
| 9. CIBC Bank;             |                     |

**BE IT FURTHER RESOLVED**, that the Township Board, on the advice of its Treasurer as being in compliance with the nature of the brokers approved pursuant to Section 5.8(B) of the Board Policies,

authorizes investments with the following brokers as having met the Investment Policies of the Township:

1. Multi-Bank Securities, Inc.

**BE IT FURTHER RESOLVED**, that the Township Board, on the advice of its Treasurer as being in compliance with the nature of the pools approved pursuant to Section 5.8(C) of the Board Policies, authorizes investments in the following pools having met the Investment Policies of the Township:

1. Michigan Class.

**BE IT FURTHER RESOLVED**, that the Township Board’s receipt of the monthly Treasurer’s report, without timely objection thereto, constitutes approval of the amounts invested in each entity.

**BE IT FURTHER RESOLVED**, that this policy is applicable to all public funds belonging to Watertown Charter Township, Clinton County and in the custody of the Township Treasurer other than those in the designated depository for banking services as authorized by resolution of the Township Board.

**BE IT FURTHER RESOLVED**, that this policy does not authorize the execution of any contracts by the Treasurer or Assistant Treasurer other than Certificates of Deposit or Money Market accounts with the above listed financial institutions, in standard form. All contracts other than Certificates of Deposit and Money Market accounts shall be approved by the Township Board.

**BE IT FURTHER RESOLVED**, that the Township will comply with all applicable statutes related to public funds, the Township’s approved investment policy as amended, and approve Board Policies. Any provisions of this resolution in conflict with applicable statutes are void.

**BE IT FURTHER RESOLVED**, that this resolution replaces and supersedes Resolution No. 12-20-2021-4.



## **Southern Clinton County Municipal Utilities Authority**

3671 W. Herbison Rd • DeWitt, Michigan • 48820 •

Phone: 517-669-8311 Fax: 517-669-9335

### Memorandum

Date: December 8, 2022  
To: Watertown Township, Board of Trustees  
From: Brad Gurski, Director of Operations  
Subject: Capital Projects Contract, SCCMUA plant upgrades

With the release of the CWSRF (Clean Water State Revolving Fund) project list, SCCMUA landed a spot in the fundable range. SCCMUA will now be able to move forward with bidding on the project, which carries a project estimate of \$16.7 million and principal forgiveness of 10% or \$1,671,500, a total project obligation of \$15,043,500.

Under Article XVI of the SCCMUA Articles of incorporation, the SCCMUA can issue revenue bonds under Act 94, Public Acts of Michigan, 1933, as amended to finance improvements to the system. Both Article XVI and Section 10 of Act 233, Public Acts of Michigan, 1955, as amended (under which the SCCMUA was incorporated) require that a contract be in place before revenue bonds can be issued.

The cost to construct this new project is a capital cost, and the 1990 contract does not have any provisions authorizing charges to the municipalities for capital costs except for regular budgeted costs and those that the constituent municipalities may approve prior to them being incurred. Without such a provision, the SCCMUA is not assured of a method to pay for the bond debt service.

The Capital project contract protects SCCMUA and all its municipal partners to ensure all project obligations are payable by the intended users.

SCCMUA's Board is asking its municipal partners to pass the included resolution in support of signing the contract.

## EXHIBIT A

**CAPITAL PROJECT CONTRACT****SOUTHERN CLINTON COUNTY MUNICIPAL UTILITIES AUTHORITY  
(Clinton County, Michigan)**

THIS CONTRACT, made and entered into as of the   18th   day of   October  , 2022, by and among the SOUTHERN CLINTON COUNTY MUNICIPAL UTILITIES AUTHORITY, a public body corporate organized pursuant to Act 233, Public Acts of Michigan, 1955, as amended (“Act 233”) (the "Authority"), and the CHARTER TOWNSHIP OF DEWITT, a Michigan charter township (“DeWitt”) the CHARTER TOWNSHIP OF BATH, a Michigan charter township (“Bath”), the CITY OF DEWITT, a Michigan home rule city (the “City”), and the CHARTER TOWNSHIP OF WATERTOWN, a Michigan charter township (“Watertown”) all located in the County of Clinton, State of Michigan (Bath, the City, DeWitt and Watertown may be referred to collectively as the "Municipalities" or individually, a "Municipality").

**W I T N E S S E T H:**

WHEREAS, the Municipalities have incorporated the Authority pursuant to Act 233 for the purpose of acquiring, owning, improving, enlarging, extending, and operating a sanitary sewer system, including a wastewater treatment plant; and

WHEREAS, the Authority and DeWitt have entered into an Amended and Restated Sewage Treatment Agreement and Sewer Operation and Maintenance Agreement dated January 1, 1990 (the “DeWitt Agreement”); the Authority and Bath have entered into an Amended and Restated Sewage Treatment Agreement and Sewer Operation and Maintenance Agreement dated January 1, 1990 (the “Bath Agreement”); the Authority and the City have entered into an Sewage Treatment Agreement and Sewer Operation and Maintenance Agreement dated January 10, 1990 (the “City Agreement”); the Authority and Watertown have entered into an Amended and Restated Sewage Treatment Agreement and Sewer Operation and Maintenance Agreement dated January 1, 1990 (the “Watertown Agreement”) (which together may be referred to as the “Agreements”) for the purpose of describing the terms and conditions by which the Authority will provide wastewater treatment and related services to and for the Municipalities and requiring the Municipalities to make payments to the Authority for the operation and maintenance of the System; and

WHEREAS, pursuant to section 10 of Act 233, the Authority and the Municipalities are authorized to enter into contracts for the furnishing of services by the Authority to the Municipalities and the Authority may finance the acquisition, construction, improvement, enlargement, or extension of the System by the issuance of revenue bonds by the Authority pursuant to section 12 of Act 233 and the provisions of Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”), payable and secured by the revenues of the System, including payments made by the Municipalities pursuant to a contract if the charges and rates payable by the Municipalities under contract are sufficient to satisfy the provisions of Act 94; and

WHEREAS, there is a need to make improvements to the system identified on Exhibit A (the “Project”) in order to promote the health and welfare of the residents of the Municipalities and the parties hereto have concluded that such improvements can be provided and financed most economically and efficiently by the Authority through the exercise of the powers conferred by sections 10 and 12 of Act 233 and Act 94; and

WHEREAS, it is proposed that the cost of the Project be financed in whole or in part by the issuance of multiple series of bonds; and

WHEREAS, in order to provide for the acquisition and construction of the Project by the Authority and the financing of all or part of the cost thereof by the issuance of Authority bonds, and for other related matters, it is necessary for the parties hereto to enter into this Contract.

THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS OF EACH OTHER, THE PARTIES HERETO AGREE as follows:

1. The parties hereto approve and agree to the acquisition, construction and financing of the Project as part of the System as herein provided.
2. The Project shall consist of the improvements as described in Exhibit A. The Project shall be acquired and constructed in accordance with plans and specifications to be developed as determined necessary by the Authority in conjunction with its consulting engineers. The cost of the Project shall include, but not be limited to, the cost of all labor, equipment, materials, all engineering, legal, financial, administrative, and other fees and expenses that are

necessary or incidental to the Project and capitalized interest. Exhibit A refers to current estimates of cost for the Project, and the period of usefulness thereof, but the final costs for the Project shall include all actual costs of the Project as designed and built.

3. The Authority shall take or cause to be taken all actions required or necessary, in accordance with Act 233 and Act 94, to issue its bonds, in one or more series, in the aggregate principal amount necessary to finance the cost of the Project not paid from other sources, but not to exceed \$ 21.6 Million . Such bonds shall be issued pursuant to sections 10 and 12 of Act 233 and Act 94 in anticipation of, and be payable primarily from, revenues of the System including the payments, charges, and rates to be made by the Municipalities to the Authority as provided in this Contract. Each series of bonds shall be payable in annual maturities, the last of which shall be not more than forty years from the effective date of this Contract or at the end of the estimated period of usefulness of the public improvement, whichever is sooner.

4. The Authority shall proceed to take construction bids for each Project at such time as the Authority determines and, subject to the sale and delivery of bonds, enter into construction contracts for the Project; procure from the contractors all necessary and proper bonds; cause each Project to be constructed within a reasonable time; and do all other things required by this Contract and the laws of the State of Michigan.

5. In addition to the obligations contained in the Agreements, the Municipalities shall pay to the Authority their respective shares for the services provided by the Project and the System, including the costs of designing, constructing, and financing of the Project (as evidenced by the principal of and interest on all bonds issued for the costs of the Project) and for the maintenance of the Project and the System, from funds collected as rates, charges, or assessments from the users and beneficiaries of the Project and the System, or from any other funds available that may be validly used for such purposes.

In particular, the Municipalities shall pay rates and charges for the use of the Project and the System (“Project Rates and Charges”) in such amount as are sufficient to pay the principal of and interest, and service charges due on or with respect to all bonds issued to pay costs of the Project as and when due together with amounts needed to satisfy any covenants



relating to such bonds (the “Project Debt Service”). Each municipality shall pay a pro-rata share of the Project Debt Service as follows:

DeWitt	53.5%
Bath	24.2%
City	12.7%
Watertown	9.6%

The Municipalities shall pay their Project Rates and Charges to the Authority in semiannual installments equal to their share of Project Debt Service at least thirty business days prior to the date such Project Debt Service Payments are due and payable by the Authority. The Project Rates and Charges are subject to change by the Authority, if necessary, to meet its obligations. The obligations of the Municipalities under this Contract are general obligations of the Municipalities as provided in section 10 of Act 233. The obligation of the Municipalities to pay their respective project Rates and Charges shall continue until such time as all Project Debt Service has been paid by the Municipalities pursuant to the payment of their Project Rates and Charges, regardless of their actual use of the System.

6. After completion of the Project, the operation and maintenance of the Project shall be in accordance with the provisions of the Agreements.

7. It is understood and agreed by the parties hereto that the System is to serve the Municipalities and not the individual property owners and users thereof. The responsibility of requiring connection to and use of a Municipality’s sanitary sewer system and/or providing such additional facilities as may be needed shall be that of the Municipality wherein such property is located and such Municipality shall be responsible for constructing and maintaining, directly or through the Authority, any such necessary additional facilities. The Authority shall not be obligated to acquire or construct any facilities other than those designated in paragraph 2 hereof.

8. The Authority shall have no obligation or responsibility for providing facilities except as herein expressly provided with respect to the acquisition and construction of the Project or as otherwise provided by the Prior Contracts. The Municipalities shall have the authority and the responsibility to provide such other facilities and shall have the right to expand the facilities of the System only as set forth in the Agreements and/or based on the negligence or failure to perform by any of the Municipalities or the Authority.

9. The parties hereto agree that the costs and expenses of any lawsuits or claims arising directly or indirectly out of the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the Authority or the Municipalities, shall be deemed to constitute a part of the cost of the Project. This paragraph shall not apply to a lawsuit instituted by any of the Municipalities or the Authority to enforce its respective rights under this Contract or the Agreements.

10. If the Bonds are sold in multiple series, each series of the bonds shall bear an original issue date; be payable in the amounts and on the dates and at such place, bear interest at the rates; be subject to redemption and otherwise have such terms and provisions as shall be determined by the Authority; and all Authority and Municipality officials, agents, and employees are hereby directed to take all actions necessary or desirable to implement such a method of sale. The parties hereto hereby authorize their respective chief executive officers, clerks, treasurers, finance directors, other officers, employees and/or agents, as appropriate, to execute any documents necessary to implement this Contract, including, but not limited to, Michigan Finance Authority or Michigan Department of Environmental Quality documents or other required documents.

11. In the event that any one or more of the provisions of this Contract for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, but this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. This Contract shall become effective after its execution by each party hereto. This Contract shall terminate forty (40) years from its date or on such earlier date when the Municipalities are not in default hereunder and the principal, interest, and bond service charges on the bonds issued as hereinabove described and all other amounts owed by the Municipalities to the Authority hereunder are fully paid and discharged. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein contained, however, shall require the Authority to finance the Project if it is unable to sell the bonds to finance the same. This Contract may be executed in any number of counterparts.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and delivered by the undersigned, being duly authorized by their respective governing bodies.

**SOUTHERN CLINTON COUNTY  
MUNICIPAL UTILITIES AUTHORITY**

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Chairperson

And: \_\_\_\_\_  
\_\_\_\_\_  
Its: Secretary

Executed on: October 19th, 2022

**CHARTER TOWNSHIP OF BATH**

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Supervisor

And: \_\_\_\_\_  
\_\_\_\_\_  
Its: Clerk

Executed on: \_\_\_\_\_, 2022

**CITY OF DEWITT**

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Mayor

And: \_\_\_\_\_  
\_\_\_\_\_  
Its: Clerk

Executed on: \_\_\_\_\_, 2022

**CHARTER TOWNSHIP OF DEWITT**

By: \_\_\_\_\_

Its: Supervisor

And: \_\_\_\_\_

Executed on: \_\_\_\_\_, 2022

Its: Clerk

**CHARTER TOWNSHIP OF WATERTOWN**

By: \_\_\_\_\_

Its: Supervisor

And: \_\_\_\_\_

Executed on: \_\_\_\_\_, 2022

Its: Clerk

**EXHIBIT A**

**PROJECT COST ESTIMATES AND PERIOD OF USEFULNESS**

The Project shall include all projects contained in the Project Plan for the Southern Clinton County Municipal Utilities Authority dated May 31, 2022, which have an average useful life of 32 years as provided in Appendix D to the Project Plan.

**WATERTOWN CHARTER TOWNSHIP  
CLINTON COUNTY, MICHIGAN**

**RESOLUTION TO APPROVE A CAPITAL PROJECTS CONTRACT  
WITH THE SOUTHERN CLINTON COUNTY MUNICIPAL UTILITIES AUTHORITY**

**WHEREAS**, the Charter Township of Watertown, the Charter Township of Bath, the City of DeWitt, and the Charter Township of DeWitt (collectively the “Constituent Municipalities”) have established the Southern Clinton County Municipal Utilities Authority (the “Authority”) pursuant to the Joint Sewage and Water Authority Act, Act 233, Public Acts of Michigan, 1955, as amended (“Act 233”); and

**WHEREAS**, the Authority operates a sanitary sewer system (the “System”) for the purpose of supplying wastewater treatment services to the Constituent Municipalities; and

**WHEREAS**, the Authority’s SRRF Project Plan for Capital Improvements has identified capital projects that are necessary for the improvement and maintenance of the System (the “Improvements”); and

**WHEREAS**, Act 233 allows the Authority to finance Improvements with revenue bonds of the Authority if a contract is entered into by the Authority and the Constituent Municipalities providing for the payment of rates and charges for the use of the Improvements and the System; and

**WHEREAS**, to enable the Authority to issue revenue bonds for the Improvements, the Authority and the Constituent Municipalities must enter into a Capital Projects Contract whereby the Constituent Municipalities will pay the Authority rates and charges for the use of the Improvements and the System, and any revenue bonds issued to finance the Improvements.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Capital Projects Contract by and between the Authority and the Constituent Municipalities (the “Contract”) is approved in substantially the form attached as Exhibit A, with such changes as are approved by the officers of the Township authorized to sign the Contract, such approval being evidenced by their signature thereon, and the Supervisor and the Clerk are authorized and directed to sign the Contract for and on behalf of the Township.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that The Supervisor, the Clerk, and the Treasurer of the Township, or any one or more of them (the “Authorized Officer”), are hereby authorized to execute any documents and certificates on behalf of the Township necessary for the issuance of any revenue bonds of the Authority, including but not limited to, any applications, including without limitation an Application for State Treasurer’s Approval to Issue Long-Term Securities, security reports, receipts, orders, agreements, instruments or allocations or designations pursuant to the Internal Revenue Code of 1986, as amended.

**WATERTOWN CHARTER TOWNSHIP  
CLINTON COUNTY, MICHIGAN**

**RESOLUTION IN SUPPORT OF AGRICULTURE IN WATERTOWN CHARTER TOWNSHIP**

**WHEREAS**, agriculture is a major industry in Watertown Charter Township, and the production of food, fiber, and fuel is critical to the local, state, national and international community and economy; and

**WHEREAS**, the residents of Watertown Charter Township enjoy a food supply that is abundant, affordable, and among the world's safest, thanks in part to the efficiency, productivity, and sustainability of the township's farmers; and

**WHEREAS**, according to the Michigan Department of Agriculture and Rural Development, agriculture in the State of Michigan contributes more than \$104.7 billion annually to our state's economy, and is second only in diversity to California; and

**WHEREAS**, farmers in Michigan are the second-largest influencers of Michigan's economy; and

**WHEREAS**, protecting and promoting the agricultural economy in Watertown Charter Township is vital to the long-term sustainability of the township's family farms; and

**WHEREAS**, Watertown Charter Township is home to over 1,600 acres of farmland enrolled in the State of Michigan's Farmland and Open Space Preservation Program, commonly known as PA 116; and

**WHEREAS**, in addition to productive agricultural crop and grazing lands, farms in Watertown Township are home to productive woodlands, wildlife habitat, and wetlands; and

**WHEREAS**, county-wide, nearly 170,000 acres of corn, soybeans, wheat, and oats were planted and harvested in 2021, and the county was home to more than 60,000 head of cattle, the predominant livestock animal in Clinton County; and

**WHEREAS**, agriculture is a predominant land use in Watertown Charter Township; and

**WHEREAS**, Watertown Charter Township has adopted a master plan, which recognizes that some lands are particularly well-suited to agricultural uses, and it is the Township's intent to minimize the encroachment of non-farm uses into these prime agricultural areas; and

**WHEREAS**, the master plan further describes the township's intent to retain the existing agricultural area along Grand River west of Wacousta Road, and



**WHEREAS**, the master plan identifies a major goal to strengthen the Township's rural character and community identity by preserving agricultural land and open space; and

**WHEREAS**, Watertown Charter Township has adopted a Zoning Ordinance which intends to ensure that large tracts of land well-suited for the protection of food and fiber production are retained for such purposes; and that many of the problems associated with scattered residential uses that would hinder farm operations and deplete farmland are lessened; and

**WHEREAS**, agriculture touches the lives of all residents, visitors, and businesses within the township, whether it be in the daily meals they eat, the clothes they wear, or the pastoral farm views they see as they traverse the township; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Charter Township of Watertown do hereby desire to support our local agricultural industry and farmers to encourage a safe and abundant food supply, to provide for a strong agricultural economy, and to maintain and strengthen our agricultural land, community, and heritage.

**MEMORANDUM**

To: Township Board  
From: Jennifer Tubbs  
Date: December 13, 2022

Re: Joint Fire Authority Agreement

---

Attached is the proposed Joint Fire Authority Operating Agreement between Eagle Township and Watertown Charter Township. The township has worked with Eagle Township on updating the agreement to reflect current operations. This agreement had very minor changes and it has been provided in the final version with a version outlining the changes as reference.

**Recommended Action:**

**To approve the Eagle Township and Watertown Charter Township Joint Fire Authority Agreement from January 1, 2023 to December 31, 2029 as presented.**

## **EAGLE TOWNSHIP and WATERTOWN CHARTER TOWNSHIP JOINT FIRE AUTHORITY AGREEMENT**

WHEREAS, it is hereby mutually agreed that:

The Township of Eagle and the Charter Township of Watertown deem it necessary to provide fire protection to the residents of their respective municipalities; and,

The Townships of Eagle and Watertown are adjoining municipalities; and,

Adequate fire protection may be provided to said adjoining municipalities without a diminution in service from one central, jointly owned fire department facility; and,

An inter-local agreement between the Township of Eagle and the Charter Township of Watertown is permitted and allowed under the laws of the State of Michigan;

**THEREFORE, THIS AGREEMENT** is entered into this 1st day of January, 2023, between the Township of Eagle (hereinafter called Eagle), with its principal office located at 14318 Michigan Street, Eagle, Michigan 48822, and the Charter Township of Watertown (hereinafter called Watertown) with its principal office located at 12803 S. Wacousta Road, Grand Ledge, Michigan 48837, both municipal corporations of the State of Michigan.

### **ARTICLE I AUTHORITY for INTER-LOCAL AGREEMENT**

This Agreement is adopted pursuant to authority granted Eagle and Watertown under 1967 PA 7 (Ex Sess), known as the Urban Cooperation Act of 1967; MCL 124.501 *et seq.*

### **ARTICLE II PURPOSE and INTENT**

The purpose of this Agreement is to:

1. Establish a Joint Fire Department, including the establishment of a Joint Fire Board;
2. Outline the joint ownership provisions of the fire department's operation;
3. Establish jurisdiction and authority of the Joint Fire Board over personnel selection and operation of the fire department;
4. Establish the Joint Fire Board's authority;
5. Adopt rules and regulations for the conduct of personnel;
6. Establish authority for the purchase and maintenance of equipment;

7. Authorize the Joint Fire Board to:
  - a. Employ personnel;
  - b. Approve the appointment of a Fire Chief and other department officers;
  - c. Approve the selection of part-paid employees;
  - d. Prescribe the powers and duties of fire department employees and part-paid employees;
  - e. Contract for any and all services necessary to execute the purpose and intent of this Agreement;
8. Establish a budget and procedure for budgeting, allocation of expenses and suggested means of financing the fire department operation.

**ARTICLE III  
FORMATION and NAME**

Eagle and Watertown agree to establish and operate as a Joint Fire Department to be known as the Looking Glass Regional Fire Authority (hereinafter called Authority).

**ARTICLE IV  
GEOGRAPHICAL AREA and AUTHORITY'S ABILITY TO CONTRACT**

- A. The Authority shall provide fire protection services and medical first response service at the advanced life support level to the entire geographical area comprising Eagle Township and the Charter Township of Watertown, and may contract with other municipalities to provide those services.
- B. Consistent with the terms of this Agreement and without altering the structure of the Authority or Board, the Joint Fire Authority Administrative Board may contract with other fire departments regarding their providing fire protection and medical first response services within the geographical area comprising the Township of Eagle and/or the Charter Township of Watertown.
- C. The Authority may contract, either formally or informally, with other fire departments for mutual aid to and/or from that department.

**ARTICLE V  
JOINT OWNERSHIP AND CAPITAL EXPENDITURES PERCENTAGES**

It is understood and agreed that Eagle and Watertown shall own an interest in all fire vehicles, equipment, apparatus and other personal property purchased by the Authority under the

“capital expenditure” portion of the budget based upon the percentage of the contribution by each municipality at the time of such equipment’s purchase. It is understood that capital expenditures have been and shall be paid and owned respectively 65% by Watertown and 35% by Eagle.

**ARTICLE VI  
FIRE EQUIPMENT and AUTHORITY EXPENSES**

- A. The fire department vehicles and equipment shall be housed in the LGRFA building purchased by the Authority.
- B. The Authority shall be responsible for: maintenance of all buildings and grounds and utility costs during fire department occupancy; all insurance costs for building, Authority vehicles, Authority personal property, liability, and all other necessary coverages; and all other costs related to the operation of the Authority.

**ARTICLE VII  
TOWNSHIP’S RESPONSIBILITY for EXCESS LIABILITY**

Each municipality shall contribute in proportion to their percentage of initial ownership of 35% (Eagle) and 65% (Watertown) toward the sum of all liabilities which may be in excess of policies of insurance protecting the Authority and the townships regarding the joint fire department operation. Such contributions shall be made regardless of whether such liability arose within the political boundary of the other.

**ARTICLE VIII  
ESTABLISHMENT and POWERS of THE JOINT FIRE BOARD**

- A. Eagle and Watertown hereby create a Joint Fire Authority Administrative Board (hereinafter called the Board) which shall consist of six (6) members with Eagle and Watertown each appointing three (3) members (excluding Authority employees and fire department volunteers). The terms of office for each Board member shall be for three (3) years, with the initial terms being staggered, and each member shall serve at the pleasure of the appointing body.
- B. At least one appointed member of the Joint Fire Board from Eagle and Watertown shall be a Township Board member.
- C. Members of the Board shall serve with such compensation from the Authority as approved by Eagle and Watertown Townships.

D. In order to maintain a Joint Fire Authority, Eagle and Watertown hereby delegate to its duly created and established Joint Fire Authority Administrative Board, the following powers and duties:

1. The Board shall annually elect a chairperson, vice-chairperson and a secretary. The chairperson shall conduct all meetings of the Board and serve as the official contact and spokesperson for the Board. In the chairperson's absence, those duties will be the duties of the vice-chairperson. The secretary shall record all proceedings of the Board when a meeting is called to conduct business. A copy of the proceedings of each Board meeting shall be forwarded to each municipality.
2. The Board shall meet at least four (4) times yearly, or more often as business requires, or upon the written request of the Chair, any two (2) Board members, or either municipality. All meetings of the Board shall be noticed and conducted in accordance with the Michigan Open Meetings Act. Further, the Board shall conduct its meetings according to Roberts Rules of Order.
3. Consistent with the terms of this Agreement the Board shall have the authority to operate and maintain the fire department and collect funds and make expenditures for operation, maintenance and acquisition of vehicles and other equipment as may be reasonable to provide good and sufficient fire protection and medical first response service at the advanced life support level to the parties hereto.
4. The Board as necessary shall appoint such personnel as shall be required for the efficient and necessary operation of fire service.
5. The Board may appoint either Eagle or Watertown as the collecting and disbursing agent for the Authority, or the Board may contract for services with a qualified individual, agency or service for all or part of the collecting and disbursing duties and responsibilities as the acting agent(s) for the Authority. The designated disbursing agent will be responsible for the accounting of the funds and the custody of the cash in the Authority's checking account and other fund accounts. All monies shall be disbursed by check, ACH (Automated Clearing House), EFT (Electronic Funds Transfer) or debit card as approved by board action/policy. The designated agent shall make monthly financial reports to the Board. An audit of the funds shall be made annually and any unrestricted fund balance shall be returned, proportionately to both Townships, after the final audit has been reviewed and accepted by the Board. The Board may elect to retain up to 10% of any yearly remaining unrestricted fund balance in an account for the Authority to use for unforeseen expenses. At no point shall the unrestricted fund balance

exceed 30% of the total operating budget without prior approval from the municipalities

The fiscal year of the Authority shall follow the calendar year.

6. The Board or any contractor of the Board shall have no authority to levy any tax within the boundaries of the participating municipalities or to issue any type of bond in its own name, or in any way indebt either municipality. Eagle and Watertown shall each raise the necessary monies to fund the Authority as they each see fit, in accordance with all laws and regulations applicable to each municipality.
7. The Board shall promulgate by-laws, rules and regulations for the management, governance, and operation of the fire department including, but not limited to, the number of employees and part-paid employees, the requirements and qualifications to become employees and part-paid employees, the duties of employees, part-paid employees, fire department officers, including the fire chief, first assistant chief, and captain.
8. The Board shall review and approve all rules of order of the Authority part-paid employees and said rules do not become operative until they are approved by the Board, and all fund raising on behalf of the Authority by the part-paid employees shall be subject to the prior approval of the Board.

#### **ARTICLE IX JOINT FIRE BOARD BUDGET**

- A. The Joint Fire Authority Administrative Board shall, at least six (6) months prior to the beginning of the next fiscal year, compile a proposed total annual budget for the next fiscal year listing the costs reasonably necessary to provide good and sufficient fire protection and medical first response service at the advanced life support level to the parties hereto. The proposed total operating budget shall consist of an operating budget and capital expenditures budget. The operating budget shall include personnel costs, wages of firefighters and part-paid employees, supplies, rental fees, building and grounds maintenance costs, insurance costs, equipment maintenance costs, vehicle fuel, furniture, fixtures, and equipment costs for items which cost less than \$5,000.00 each. The capital expenditure budget shall include items which cost in excess of \$5,000.00 such as fire trucks and other major equipment purchases within the next fiscal year.
- B. The Board shall submit the total proposed budget to Eagle and Watertown at least four (4) months prior to the fiscal year in which it will become operative. The proposed operating budget shall become the official operating budget of the Authority upon

- approval of both Eagle and Watertown. If either Eagle or Watertown rejects the proposed operating budget, then the Authority shall operate under the previous fiscal year budget increased by 3% or an amount equal to the annual percentage increase in the Consumer Price Index for the preceding fiscal year, whichever is greater, each year, until a new operating budget is agreed upon or this agreement is terminated.
- C. The proposed capital expenditure budget shall be approved by Eagle Township and Watertown Township prior to the commitment of funds by the Authority. The yearly capital expenditure budget cannot be implemented until both Eagle and Watertown are in agreement.
  - D. If the Board contracts with another municipality to provide fire protection services to that municipality in accordance with the terms of this agreement, then the Board shall include a line item on the budget listing the estimated costs of such protection and revenue, if any, derived from said municipality.
  - E. In the event the Board encounters unforeseen expenditures during the fiscal year in excess of its approved budget, or encounters non-budgeted expenditures, the Board shall submit a written request with justification to each municipality for payment. If the excess expenditure is in either the operating or capital expenditure portions of the budget, then both Eagle and Watertown must approve the said expenditures for payment. Any excess expenditures approved for payment shall be apportioned between the municipalities in accordance with Article X.
  - F. The Board shall review the "Allocation Formula" contained in Article X on an annual basis and make any appropriate adjustment or changes to the operating expenses of the allocation resulting from changes in historical usage. The board shall communicate the allocation formula to the municipalities in accordance with the budget process.
  - G. The Board shall ascertain that adequate insurance is provided to protect Eagle and Watertown from loss by way of damage to Authority property, general liabilities for injury to persons and/or property, and Workers' Compensation.

**ARTICLE X**  
**FINANCING THE FIRE AUTHORITY**

- A. Eagle and Watertown agree that the "Allocation Formula" based upon "Historical Use," as set forth below, shall be used in apportioning between each municipality the approved budgeted operating costs of the fire department and that capital expenditures shall be paid 65% Watertown and 35% Eagle.



- B. Historical Use shall be calculated for each municipality for the prior three (3) calendar years and an average determined for each municipality and a percentage of share calculated for Eagle and Watertown. The term “Historical Use” shall be defined as the number of runs (both fire and medical first response service at the advanced life support level) made within each of the respective municipalities.

**ARTICLE XI  
PAYMENTS**

Beginning in January, 2023 and continuing each year thereafter, payments shall be made as follows: 1) the capital budget expenditures for items less than \$50,000 shall be paid in January; 2) the monthly installments (monthly installments shall be equal to 1/12 of the yearly operations budget), (3) Capital expenditures greater than \$50,000 shall be paid as incurred. The share that Eagle and Watertown each contribute shall be computed in accordance with the calculations shown in Article X of this Agreement.

**ARTICLE XII  
AMENDMENT, RENEWAL and TERMINATION**

- A. This Agreement may be amended by resolutions approved by a majority vote by the legislative body of each township. Any party seeking an amendment to this Agreement shall prepare a proposed amended agreement and adopt a resolution approving the amended agreement. The amended agreement shall be conveyed to the other township who shall consider the proposed amendment at its next regular meeting and either (i) adopt a resolution approving the amendment without modification, in which case it shall be executed by both parties, or (ii) adopt a resolution approving the amendment with modifications, in which case it shall be delivered to the initiating township for consideration at their next regularly scheduled meeting, or (iii) deny the requested amendment.
- B. The terms of this agreement will expire on **December 31, 2029**, and may be renewed, revised, or canceled by a separate majority vote of each municipality.
- C. Either Eagle or Watertown may terminate this agreement by providing written notice at least twelve (12) months in advance. Said notice shall be given to the Fire Authority Board and the other municipality. Both parties shall pay their respective share of the payments required by this Agreement during the twelve-month period.

- D. In the event one party fails or refuses to renew the Agreement, the Agreement will remain in effect for an additional twelve-month period and both parties shall pay their respective share of the payments required by this Agreement during the additional twelve month period.
  
- E. The non-terminating municipality shall have the right to purchase all assets upon termination or failure or refusal to renew by the other party, in which case all assets shall be appraised for their market value at the time of termination by an appraiser agreed upon by both townships. Reimbursement to the terminating municipality shall be payable in quarterly installments, not to exceed four (4) years. The terminating municipality shall have no right to service after the conclusion of the 12-month period for which the terminating municipality makes payments following notice of termination or failure to renew. In the event of mutual termination of the Agreement or termination where one party does not purchase the assets, or in the event that the Agreement is mutually not renewed, the assets shall be divided based upon the same percentages used in their respective purchase. Upon termination of the Agreement in any manner, the Authority shall cease to exist and the liabilities of the Authority shall be divided between the municipalities in accordance with the excess liability proportion enumerated in Article V.

**ARTICLE XIII  
DISPUTES and ARBITRATION**

Any and all disputes between any of the parties regarding any of the terms of this Agreement which cannot be resolved by mutual agreement of the parties within ninety (90) days may, upon mutual agreement of the parties, be submitted to binding arbitration before the American Arbitration Association for resolution in accordance with their policies and procedures. Any arbitration awards shall be final and may be enforced by an order of the Clinton County Circuit Court. Each party shall pay one-half of the costs of arbitration and all of their respective legal and professional fees regardless of outcome. Arbitration under this clause is optional and nothing herein affects either party's rights to file suit in a court of law of appropriate jurisdiction to seek any type of relief available to the party under the law.

**ARTICLE XIV  
SAVINGS CLAUSE**

Should any court of competent jurisdiction declare any portion of this Agreement unenforceable, the remainder of this Agreement shall remain in full force and effect, unaffected by the portion which might be so declared to be unenforceable.

**ARTICLE XV  
APPROVAL of AGREEMENT**

This Agreement shall be executed by the Supervisors and Clerks of Eagle and Watertown Townships, after a separate majority vote of both boards of the Township of Eagle and the Charter Township of Watertown has been entered as a matter of record approving this Agreement known as the Eagle and Watertown Charter Townships' Joint Fire Authority Agreement.

In Witness Whereof, the parties hereto have signed this Agreement the day and year first above written.

EAGLE TOWNSHIP:

CHARTER TOWNSHIP of WATERTOWN:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Clerk

## **EAGLE TOWNSHIP and WATERTOWN CHARTER TOWNSHIP JOINT FIRE AUTHORITY AGREEMENT**

WHEREAS, it is hereby mutually agreed that:

The Township of Eagle and the Charter Township of Watertown deem it necessary to provide fire protection to the residents of their respective municipalities; and,

The Townships of Eagle and Watertown are adjoining municipalities; and,

Adequate fire protection may be provided to said adjoining municipalities without a diminution in service from one central, jointly owned fire department facility; and,

An inter-local agreement between the Township of Eagle and the Charter Township of Watertown is permitted and allowed under the laws of the State of Michigan;

**THEREFORE, THIS AGREEMENT** is entered into this ~~1st27th~~ day of ~~January~~~~November~~, 2023~~17~~, between the Township of Eagle (hereinafter called Eagle), with its principal office located at 14318 Michigan Street, Eagle, Michigan 48822, and the Charter Township of Watertown (hereinafter called Watertown) with its principal office located at 12803 S. Wacousta Road, Grand Ledge, Michigan 48837, both municipal corporations of the State of Michigan.

### **ARTICLE I AUTHORITY for INTER-LOCAL AGREEMENT**

This Agreement is adopted pursuant to authority granted Eagle and Watertown under 1967 PA 7 (Ex Sess), known as the Urban Cooperation Act of 1967; MCL 124.501 *et seq.*

### **ARTICLE II PURPOSE and INTENT**

The purpose of this Agreement is to:

1. Establish a Joint Fire Department, including the establishment of a Joint Fire Board;
2. Outline the joint ownership provisions of the fire department's operation;
3. Establish jurisdiction and authority of the Joint Fire Board over personnel selection and operation of the fire department;
4. Establish the Joint Fire Board's authority;
5. Adopt rules and regulations for the conduct of personnel;
6. Establish authority for the purchase and maintenance of equipment;

7. Authorize the Joint Fire Board to:
  - a. Employ personnel;
  - b. Approve the appointment of a Fire Chief and other department officers;
  - c. Approve the selection of part-paid employees;
  - d. Prescribe the powers and duties of fire department employees and part-paid employees;
  - e. Contract for any and all services necessary to execute the purpose and intent of this Agreement;
8. Establish a budget and procedure for budgeting, allocation of expenses and suggested means of financing the fire department operation.

**ARTICLE III  
FORMATION and NAME**

Eagle and Watertown agree to establish and operate as a Joint Fire Department to be known as the Looking Glass Regional Fire Authority (hereinafter called Authority).

**ARTICLE IV  
GEOGRAPHICAL AREA and AUTHORITY'S ABILITY TO CONTRACT**

- A. The Authority shall provide fire protection services and medical first response service at the advanced life support level to the entire geographical area comprising Eagle Township and the Charter Township of Watertown, and may contract with other municipalities to provide those services.
- B. Consistent with the terms of this Agreement and without altering the structure of the Authority or Board, the Joint Fire Authority Administrative Board may contract with other fire departments regarding their providing fire protection and medical first response services within the geographical area comprising the Township of Eagle and/or the Charter Township of Watertown.
- C. The Authority may contract, either formally or informally, with other fire departments for mutual aid to and/or from that department.

**ARTICLE V  
JOINT OWNERSHIP AND CAPITAL EXPENDITURES PERCENTAGES**

It is understood and agreed that Eagle and Watertown shall own an interest in all fire vehicles, equipment, apparatus and other personal property purchased by the Authority under the

“capital expenditure” portion of the budget based upon the percentage of the contribution by each municipality at the time of such equipment’s purchase. It is understood that capital expenditures have been and shall be paid and owned respectively 65% by Watertown and 35% by Eagle.

**ARTICLE VI  
FIRE EQUIPMENT and AUTHORITY EXPENSES**

- A. The fire department vehicles and equipment shall be housed in the LGRFA building purchased by the Authority.
- B. The Authority shall be responsible for: maintenance of all buildings and grounds and utility costs during fire department occupancy; all insurance costs for building, Authority vehicles, Authority personal property, liability, and all other necessary coverages; and all other costs related to the operation of the Authority.

**ARTICLE VII  
TOWNSHIP’S RESPONSIBILITY for EXCESS LIABILITY**

Each municipality shall contribute in proportion to their percentage of initial ownership of 35% (Eagle) and 65% (Watertown) toward the sum of all liabilities which may be in excess of policies of insurance protecting the Authority and the townships regarding the joint fire department operation. Such contributions shall be made regardless of whether such liability arose within the political boundary of the other.

**ARTICLE VIII  
ESTABLISHMENT and POWERS of THE JOINT FIRE BOARD**

- A. Eagle and Watertown hereby create a Joint Fire Authority Administrative Board (hereinafter called the Board) which shall consist of six (6) members with Eagle and Watertown each appointing three (3) members (excluding Authority employees and fire department volunteers). The terms of office for each Board member shall be for three (3) years, with the initial terms being staggered, and each member shall serve at the pleasure of the appointing body.
- B. At least one appointed member of the Joint Fire Board from Eagle and Watertown shall be a Township Board member.
- C. Members of the Board shall serve with such compensation from the Authority as approved by Eagle and Watertown Townships.

D. In order to maintain a Joint Fire Authority, Eagle and Watertown hereby delegate to its duly created and established Joint Fire Authority Administrative Board, the following powers and duties:

1. The Board shall annually elect a chairperson, vice-chairperson and a secretary. The chairperson shall conduct all meetings of the Board and serve as the official contact and spokesperson for the Board. In the chairperson's absence, those duties will be the duties of the vice-chairperson. The secretary shall record all proceedings of the Board when a meeting is called to conduct business. A copy of the proceedings of each Board meeting shall be forwarded to each municipality.
2. The Board shall meet at least four (4) times yearly, or more often as business requires, or upon the written request of the Chair, any two (2) Board members, or either municipality. All meetings of the Board shall be noticed and conducted in accordance with the Michigan Open Meetings Act. Further, the Board shall conduct its meetings according to Roberts Rules of Order.
3. Consistent with the terms of this Agreement the Board shall have the authority to operate and maintain the fire department and collect funds and make expenditures for operation, maintenance and acquisition of vehicles and other equipment as may be reasonable to provide good and sufficient fire protection and medical first response service at the advanced life support level to the parties hereto.
4. The Board as necessary shall appoint such personnel as shall be required for the efficient and necessary operation of fire service.
5. The Board may appoint either Eagle or Watertown as the collecting and disbursing agent for the Authority, or the Board may contract for services with a qualified individual, agency or service for all or part of the collecting and disbursing duties and responsibilities as the acting agent(s) for the Authority. The designated disbursing agent will be responsible for the accounting of the funds and the custody of the cash in the Authority's checking account and other fund accounts. All monies shall be disbursed by check, ACH (Automated Clearing House), EFT (Electronic Funds Transfer) or debit card as approved by board action/policy. The designated agent shall make monthly financial reports to the Board. An audit of the funds shall be made annually and any unrestricted fund balance shall be returned, proportionately to both Townships, after the final audit has been reviewed and accepted by the Board. The Board may elect to retain up to 10% of any yearly remaining unrestricted fund balance in an account for the Authority to use for unforeseen expenses. At no point shall the unrestricted fund balance

~~exceed funds retained exceed 30% of the total operating budget without prior approval from the municipalities.~~

The fiscal year of the Authority shall follow the calendar year.

6. The Board or any contractor of the Board shall have no authority to levy any tax within the boundaries of the participating municipalities or to issue any type of bond in its own name, or in any way indebt either municipality. Eagle and Watertown shall each raise the necessary monies to fund the Authority as they each see fit, in accordance with all laws and regulations applicable to each municipality.
7. The Board shall promulgate by-laws, rules and regulations for the management, governance, and operation of the fire department including, but not limited to, the number of employees and part-paid employees, the requirements and qualifications to become employees and part-paid employees, the duties of employees, part-paid employees, fire department officers, including the fire chief, first assistant chief, and captain.
8. The Board shall review and approve all rules of order of the Authority part-paid employees and said rules do not become operative until they are approved by the Board, and all fund raising on behalf of the Authority by the part-paid employees shall be subject to the prior approval of the Board.

**Commented [JT1]:** Patti, when the authority retains 10% is it accounted for by how it was paid in... in other words if paying for a project and that retainage was used to pay for it, but it wasn't enough. 62% (or whatever the number) of that 10% would be Watertown and the remaining would be Eagle. That number becomes important when seeking additional funds from the municipalities because it didn't go in equally? Does that make sense?

#### **ARTICLE IX** **JOINT FIRE BOARD BUDGET**

- A. The Joint Fire Authority Administrative Board shall, at least six (6) months prior to the beginning of the next fiscal year, compile a proposed total annual budget for the next fiscal year listing the costs reasonably necessary to provide good and sufficient fire protection and medical first response service at the advanced life support level to the parties hereto. The proposed total operating budget shall consist of an operating ~~budget portion~~ and capital expenditures ~~budget portion~~. The operating ~~budget portion~~ shall include personnel costs, wages of firefighters and part-paid employees, supplies, rental fees, building and grounds maintenance costs, insurance costs, equipment maintenance costs, vehicle fuel, furniture, fixtures, and equipment costs for items which cost less than \$35,0500.00 each. The capital expenditure ~~budget portion~~ shall include items which cost in excess of \$3,0500.00 such as fire trucks and other major equipment purchases within the next fiscal year.
- B. The Board shall submit the total proposed budget to Eagle and Watertown at least four (4) months prior to the fiscal year in which it will become operative. The proposed

**Commented [JT2]:** Jon/Pattie.. Is this enough or should we raise it to \$5000?



operating ~~budget portion of the proposed budget~~ shall become the official operating budget of the Authority upon approval of both Eagle and Watertown. If either Eagle or Watertown rejects the proposed operating budget, then the Authority shall operate under the previous fiscal year budget increased by 3% or an amount equal to the annual percentage increase in the Consumer Price Index for the preceding fiscal year, whichever is greater, each year, until a new operating budget is agreed upon or this agreement is terminated.

C. ~~Likewise, the proposed capital expenditure budget portion of the proposed budget requires approval of shall e-be approved by both Eagle Township and Watertown Township prior to the commitment of funds by before it becomes the official capital expenditure budget of the Authority. A new The yearly capital expenditure budget cannot be implemented until both Eagle and Watertown are in agreement, as to a new capital expenditure budget.~~

D. If the Board contracts with another municipality to provide fire protection services to that municipality in accordance with the terms of this agreement, then the Board shall include a line item on the budget listing the estimated costs of such protection and revenue, if any, derived from said ~~municipality~~.

E. In the event the Board encounters unforeseen expenditures during the fiscal year in excess of its approved budget, or encounters non-budgeted expenditures, the Board shall submit a written request with justification to each municipality for payment. If the excess expenditure is in either the operating or capital expenditure portions of the budget, then both Eagle and Watertown must approve the said expenditures for payment. Any excess expenditures approved for payment shall be apportioned between the municipalities in accordance with Article X.

F. The Board shall review the "Allocation Formula" contained in Article X on an annual basis and make any appropriate adjustment or changes to the operating expenses of the allocation resulting from changes in historical usage. ~~The board shall communicate the allocation formula to the municipalities in accordance with the budget process.~~

G. The Board shall ascertain that adequate insurance is provided to protect Eagle and Watertown from loss by way of damage to Authority property, general liabilities for injury to persons and/or property, and Workers' Compensation.

**Commented [JT3]:** I need help on this section. I am not sure what this is trying to say? Would the board contract services for a municipality on behalf of the municipality? If so that does not make sense. I understand that they would contract for the service area.. But don't understand the intent here.

**Commented [JT4R3]:** I am referring to section D

#### ARTICLE X FINANCING THE FIRE AUTHORITY

A. Eagle and Watertown agree that the "Allocation Formula" based upon "Historical Use," as set forth below, shall be used in apportioning between each municipality the approved

budgeted operating costs of the fire department and that capital expenditures shall be paid 65% Watertown and 35% Eagle.

- B. Historical Use shall be calculated for each municipality for the prior three (3) calendar years and an average determined for each municipality and a percentage of share calculated for Eagle and Watertown. The term "Historical Use" shall be defined as the number of runs (both fire and medical first response service at the advanced life support level) made within each of the respective municipalities.

#### **ARTICLE XI PAYMENTS**

Beginning in January, 20~~2318~~ and continuing each year thereafter, payments shall be made as follows: 1) the capital ~~budget~~ expenditures ~~portion of the yearly budget~~ for items less than \$50,000 shall be paid in January; 2) the ~~January and December~~ monthly installments (monthly installments shall be equal to 1/12 of the ~~yearly~~ operations ~~budget~~~~portion of the yearly budget~~), ~~shall be paid in January; (3) monthly installments for the remainder of the calendar year shall be made each month from February through November.~~ Capital expenditures ~~of amounts~~ greater than \$50,000 shall be paid as ~~inaccurred~~. The share that Eagle and Watertown each contribute shall be computed in accordance with the calculations shown in Article X of this Agreement.

#### **ARTICLE XII AMENDMENT, RENEWAL and TERMINATION**

- A. This Agreement may be amended by resolutions approved by a majority vote by the legislative body of each township. Any party seeking an amendment to this Agreement shall prepare a proposed amended agreement and adopt a resolution approving the amended agreement. The amended agreement shall be conveyed to the other township who shall consider the proposed amendment at its next regular meeting and either (i) adopt a resolution approving the amendment without modification, in which case it shall be executed by both parties, or (ii) adopt a resolution approving the amendment with modifications, in which case it shall be delivered to the initiating township for consideration at their next regularly scheduled meeting, or (iii) deny the requested amendment.
- B. The terms of this agreement will expire on **December 31, 20~~2022~~**, and may be renewed, revised, or canceled by a separate majority vote of each municipality.

- C. Either Eagle or Watertown may terminate this agreement by providing written notice at least twelve (12) months in advance. Said notice shall be given to the Fire Authority Board and the other municipality. Both parties shall pay their respective share of the payments required by this Agreement during the twelve-month period.
- D. In the event one party fails or refuses to renew the Agreement, the Agreement will remain in effect for an additional twelve-month period and both parties shall pay their respective share of the payments required by this Agreement during the additional twelve month period.
- E. The non-terminating municipality shall have the right to purchase all assets upon termination or failure or refusal to renew by the other party, in which case all assets shall be appraised for their market value at the time of termination by an appraiser agreed upon by both townships. Reimbursement to the terminating municipality shall be payable in quarterly installments, not to exceed four (4) years. The terminating municipality shall have no right to service after the conclusion of the 12-month period for which the terminating municipality makes payments following notice of termination or failure to renew. In the event of mutual termination of the Agreement or termination where one party does not purchase the assets, or in the event that the Agreement is mutually not renewed, the assets shall be divided based upon the same percentages used in their respective purchase. Upon termination of the Agreement in any manner, the Authority shall cease to exist and the liabilities of the Authority shall be divided between the municipalities in accordance with the excess liability proportion enumerated in Article V.

**ARTICLE XIII  
DISPUTES and ARBITRATION**

Any and all disputes between any of the parties regarding any of the terms of this Agreement which cannot be resolved by mutual agreement of the parties within ninety (90) days may, upon mutual agreement of the parties, be submitted to binding arbitration before the American Arbitration Association for resolution in accordance with their policies and procedures. Any arbitration awards shall be final and may be enforced by an order of the Clinton County Circuit Court. Each party shall pay one-half of the costs of arbitration and all of their respective legal and professional fees regardless of outcome. Arbitration under this clause is optional and nothing herein affects either party's rights to file suit in a court of law of appropriate jurisdiction to seek any type of relief available to the party under the law.

**ARTICLE XIV  
SAVINGS CLAUSE**

Should any court of competent jurisdiction declare any portion of this Agreement unenforceable, the remainder of this Agreement shall remain in full force and effect, unaffected by the portion which might be so declared to be unenforceable.

**ARTICLE XV  
APPROVAL of AGREEMENT**

This Agreement shall be executed by the Supervisors and Clerks of Eagle and Watertown Townships, after a separate majority vote of both boards of the Township of Eagle and the Charter Township of Watertown has been entered as a matter of record approving this Agreement known as the Eagle and Watertown Charter Townships' Joint Fire Authority Agreement.

In Witness Whereof, the parties hereto have signed this Agreement the day and year first above written.

EAGLE TOWNSHIP:

CHARTER TOWNSHIP of WATERTOWN:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Clerk

**BUDGET ADJUSTMENTS**

December 19, 2022 Board of Trustees Meeting

ADD: <u>\$14,000.00</u>	TO: <u>101-446.000-801.008</u>	FROM: <u>101-000.001-699.000</u>
<i>Road Maintenance Payment to be higher than anticipated.</i>	GENERAL FUND ROAD COMMISSION	GENERAL FUND FUND BALANCE TRANSFER
ADD: <u>\$3,000.00</u>	TO: <u>101-751.000-920.000</u>	FROM: <u>101-000.001-699.000</u>
<i>Parks &amp; Rec Utilities</i>	GENERAL FUND UTILITIES	GENERAL FUND FUND BALANCE TRANSFER
ADD: <u>\$158,000.00</u>	TO: <u>101-701.000-801.009</u>	FROM: <u>101-002.001-635.000</u>
<i>More Building Permits than anticipated.</i>	GENERAL FUND BUILDING PERMIT FEES	GENERAL FUND BUILDING PERMIT FEES - IND/COMM
ADD: <u>\$11,500.00</u>	TO: <u>101-701.000-801.019</u>	FROM: <u>101-002.001-645.000</u>
<i>More Electrical Permits than anticipated.</i>	GENERAL FUND ELECTRICAL PERMIT FEES	GENERAL FUND ELECTRICAL PERMIT FEES
ADD: <u>\$12,000.00</u>	TO: <u>101-701.000-801.020</u>	FROM: <u>101-002.001-646.000</u>
<i>More Mechanical Permits than anticipated.</i>	GENERAL FUND MECHANICAL PERMIT FEES	GENERAL FUND MECHANICAL PERMIT FEES
ADD: <u>\$3,500.00</u>	TO: <u>101-701.000-801.021</u>	FROM: <u>101-002.001-647.000</u>
<i>More Plumbing Permits than anticipated.</i>	GENERAL FUND PLUMBING PERMIT FEES	GENERAL FUND PLUMBING PERMIT FEES
ADD: <u>\$13,000.00</u>	TO: <u>101-701.000-801.010</u>	FROM: <u>101-000.001-699.000</u>
<i>Comp Dev more than anticipated.</i>	GENERAL FUND UTILITIES	GENERAL FUND FUND BALANCE TRANSFER
ADD: <u>\$500.00</u>	TO: <u>101-277.002-840.000</u>	FROM: <u>101-000.001-699.000</u>
<i>Insurance &amp; Bonds were more than anticipated.</i>	GENERAL FUND INSURANCE	GENERAL FUND FUND BALANCE TRANSFER
ADD: <u>\$10.00</u>	TO: <u>591-536.001-856.000</u>	FROM: <u>591-000.001-699.000</u>
<i>Bank charges were more than anticipated.</i>	WATER FUND BANK SERVICE CHARGE	WATER FUND FUND BALANCE TRANSFER
ADD: <u>\$1,500.00</u>	TO: <u>101-448.000-920.006</u>	FROM: <u>101-000.001-699.000</u>
<i>Street Lights were more than anticipated.</i>	GENERAL FUND STREET LIGHTS	GENERAL FUND FUND BALANCE TRANSFER
ADD: <u>\$300.00</u>	TO: <u>101-448.000-920.003</u>	FROM: <u>101-000.001-699.000</u>
<i>Street Lights were more</i>	GENERAL FUND	GENERAL FUND

*than anticipated.*

STREET LIGHTS

FUND BALANCE TRANSFER

ADD: \$200.00 TO:

101-448.000-920.004

FROM: 101-000.001-699.000

*Street Lights were more  
than anticipated.*

GENERAL FUND  
STREET LIGHTS

GENERAL FUND  
FUND BALANCE TRANSFER

ADD: \$150.00 TO:

101-448.000-920.005

FROM: 101-000.001-699.000

*Street Lights were more  
than anticipated.*

GENERAL FUND  
STREET LIGHTS

GENERAL FUND  
FUND BALANCE TRANSFER

ADD: \$200.00 TO:

101-448.000-920.007

FROM: 101-000.001-699.000

*Street Lights were more  
than anticipated.*

GENERAL FUND  
STREET LIGHTS

GENERAL FUND  
FUND BALANCE TRANSFER

ADD: \$100.00 TO:

101-448.000-920.008

FROM: 101-000.001-699.000

*Street Lights were more  
than anticipated.*

GENERAL FUND  
STREET LIGHTS

GENERAL FUND  
FUND BALANCE TRANSFER

ADD: \$1,500.00 TO:

101-448.000-920.010

FROM: 101-000.001-699.000

*Street Lights were more  
than anticipated.*

GENERAL FUND  
STREET LIGHTS

GENERAL FUND  
FUND BALANCE TRANSFER

**2022 FUND BALANCE RESERVES  
COMMITTED & ASSIGNED FUNDS**

**DECEMBER 19, 2022**

**From The Manager's Office:**

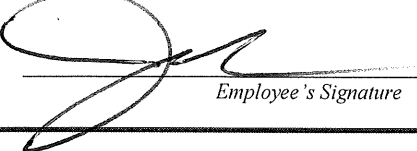
<b><i>LGRFA Reserve</i></b>	<b>\$30,000.00</b>
<b><i>101-000.000-380.053</i></b>	
<b><i>Buildings &amp; Grounds Projects</i></b>	<b>\$35,000.00</b>
<b><i>101-000.000-380.055</i></b>	
<b><i>Tribunals &amp; Contingencies</i></b>	<b>\$5,000.00</b>
<b><i>101-000.000-380.064</i></b>	
<b>Total Committed &amp; Assigned Funds</b>	<b>\$70,000.00</b>
<b>(To be voted on by the Board of Trustees)</b>	

All unspent 2022 funds will reserve into the Township Hall Reserve account

## WATERTOWN CHARTER TOWNSHIP PERFORMANCE APPRAISAL Managerial / Professional

Name: Jennifer Tubbs Effective Date: 12-15-22  
 Department: Administration Position title: Township Manager  
 Type of Appraisal: Annual Review period: 1-1-2022 to 12-31-2022  
 Appraised by: John E. Maahs, Township Supervisor  
Name Title

This performance appraisal was discussed with me on:

12-15-2022   
Date Employee's Signature

*Performance appraisal is a significant responsibility of managers and supervisors. It should be conducted professionally and serve the communication needs of the township and employees. A copy of the performance appraisal should be given to the employee after a thorough discussion of the content.*

*Appraisers should evaluate all factors related to performance within the position and determine an overall evaluation of the employee's performance utilizing the following scale:*

### Rating Scale

- 5 – Substantially Exceeds Expectations Performance is clearly and consistently excellent. Far exceeds expectations of what is required and should be accomplished.
- 4 – Exceeds Expectations The employee performs all duties and responsibilities competently; and in many areas, exceeds the level of performance expected.
- 3 – Fully Competent The employee performs all duties and responsibilities at a fully competent level.
- 2 – Achievement Near Expectations The employee performs most duties and responsibilities at an acceptable level. There are areas for development before total competency can be achieved.
- 1 – Fails to Achieve Expectations The employee does not perform duties and responsibilities at an acceptable level. Significant development is required.

Rate each performance factor by the following numeric codes:

- 5 – Substantially Exceeds Expectations
- 4 – Exceeds Expectations
- 3 – Fully Competent
- 2 – Achievement Near Expectations
- 1 – Fails to Achieve Expectations

**IMPACT ON ORGANIZATIONAL SUCCESS** Code Level

**EFFORT:** *The degree to which the employee does his/her best.* 5.1



**DEPENDABILITY:** *The extent to which the employee can be counted on the carry out instructions, be on the job and fulfill responsibilities. Meets schedules and deadlines.* 5.1

**ATTITUDE:** *Cooperativeness, sincerity, and interest necessary to maintain proper relations and work harmoniously with others. Readiness to observe and adhere to company policies.* 5.1

**SELF-DEVELOPMENT:** *An awareness of strengths, weaknesses, interests, etc., and a plan to work on deficiencies.* 5.1

**COMMENTS:**

**Jennifer has demonstrated consistent and compassionate Leadership. She has balanced the needs of the township residents and the wellbeing of township staff in challenging management times. Staff morale has improved during staffing changes.**

**COMPLEXITY, JUDGMENT AND PLANNING** Code Level

**PLANNING:** *Establishing priorities, setting objectives, budgeting resources and scheduling workload.* 5.1

**DECISION MAKING:** *Making prompt, timely, sound decisions or recommendations after considering all relevant factors and evaluating probable outcomes. The ability to make constructive suggestions.* 5.1

**QUANTITY OF WORK:** *Volume of work regularly produced; speed and consistency of output.* 5.1

**QUALITY OF WORK:** *Extent to which work produced meets quality requirements of accuracy, thoroughness of effectiveness.* 5.1

**JOB KNOWLEDGE:** *Knowledge of the techniques, skills, equipment, procedures and materials.* 5.1

**COST CONSCIOUSNESS:** *Operating efficiently, using sound judgment to minimize costs and maintain expenses within budget.* 5.1

**COMMENTS:**

**Jennifer's institutional knowledge have provided the consistency needed for smooth transitions during staffing changes. Her critical thinking skills and ability to make informed decisions and recommendations in a timely manner are what set her apart and are a real asset to the township.**

**EXTERNAL / INTERNAL RELATIONS** Code level

**COMMUNICATION:** *Interpersonal and written communications with all levels of Internal and external contacts in a clear, precise, and convincing manner.* 5.1

**EQUAL EMPLOYMENT OPPORTUNITY:** *Sensitivity and treatment; affirmative action participation and results.* 5.1

**SAFETY:** *Interest, understanding and cooperation necessary to maintain safe working environment. Readiness to analyze and eliminate risks.* 5.1

**COMMENTS:**

Jennifer has fostered a safe workplace that values the township employees and residents. The safety protocols she enacted in the township office has kept the staff working safely.

**CHARACTER OF FUNCTION OR ORGANIZATION MANAGEMENT** Code level

**ORGANIZING:** *Arrangement of work for most effective handling and elimination of unnecessary activities.* 5.1

**DIRECTING:** *Delegating, motivating, coordinating, and promoting innovation in achieving goals.* 5.1

**COMMENTS:**

Jennifer's management style encourages all employees to create the workspace atmosphere they need to thrive.

**SCOPE OF FUNCTION OF ORGANIZATION MANAGEMENT** Code level

**SUPERVISION:** *Selecting, training, guiding, and evaluating subordinates in helping to build an effective organization.* 5.1

**COMMENTS:**

Jennifer leads through example with staff and empowers all employees to take ownership and problem solve fostering a true team environment and approach to service.

**CHANGES IN POSITION OR RESPONSIBILITIES**

Have position and responsibilities of the employee changed significantly since the last rating? No

If yes, attach updated job description.

**PERFORMANCE SUMMARY** Code level

Considering all the preceding performance factors, the overall rating is: 5.1

**COMMENTS (if necessary):**

**WORK-RELATED STRENGTHS:**

Jennifer's clear and consistent communication and approach to township governance is her greatest strength. Staff and residents know that she is straight with them. Her ability to think out of the box and solve issues is a true asset to the community. The past year has highlighted Jennifer's abilities and strengths and continue to prove how fortunate we are to have her.

**DEVELOPMENTAL AREAS:**

Continue to assess the township's long-term goals and work with others to share knowledge and skills as well as delegating responsibilities as appropriate. Work-Life balance is important as it drives engagement, productivity, and retention. Prioritization of the demands of personal time is encouraged to minimize work-related stressors.