



Grant Township Board
Regular Meeting Minutes
June 8, 2021 6:00pm
Lac La Belle Community Center
Phone: (906) 289-4292

Call To Order at 6:00 pm.

Supervisor Scott Wendt lead the assembly in the Pledge of Allegiance.

Agenda Additions and Approval

1. Motion to Approve 5-11-21 Regular Board Meeting Minutes made by Mielcarz/Davis. All were in favor, motion carried 5-0.
2. Motion to Approve 6-8-2021 meeting agenda made by Mielcarz/Huwatschek. All were in favor, motion carried 5-0.

Supervisors' Remarks and Correspondence

Supervisor's Open Office Hours.

Copper Harbor 2nd Sat of Month (June 12th) 10am-12pm

Lac La Belle 3rd Sat of Month (June 19th) 10 am-12pm

Brief Public Comment

Department Reports

1. Financial
 - a. Treasurer Report

General Fund	\$531,816.86
Fire Millage	\$503,722.72
DDA	\$88,195.59

 - b. Clerk Report

Fire Millage	\$45,143.65
General Fund	\$16,819.51
Water Fund	\$1,476.29
Sewer Fund	\$1,988.40
Total Bills	\$65,427.85

2. Utility Board

Tank relining scheduled for Spring of 2022.

Looking to work with the DNR to acquire additional land for another lagoon. This is necessary to handle projected increase in usage and to handle the Winter overflow.

3. Public Safety

a. Copper Harbor Fire Department.

The regular monthly meeting was held on Wed. June 2nd 2021. They had a discussion finalizing their annual spaghetti dinner – which is Friday June 11th from 4-8pm take out only. Other items noted: trash clean up June 19th and 20th. July 4th – No parade, no kids' games and there will be shorter fireworks display at 11pm. Art in the park, August 21st and 22nd. Dept. to have food as usual. July 17th, no time yet, is the County Emergency Services Display in Mohawk area of park.

No New info on C.H. bike patrol.

Truck #1 was exercised, as was the extrication equipment on that truck.

At their mid – month meeting all of the above items were discussed.

The drop tank was set up and all portable and floating pumps were exercised. All in good shape for the Summer.

There was one page out for the Fire Department for the month. The medical unit had a number of page outs in May.

The Department was notified last week a grant was approved for the Department from Portage Health Foundation in the amount of \$4950.00. This will cover half of their cost to replace 12 carbon fiber air tanks that are expiring. Thanks again to Portage Health Foundation. The CHFD is purchasing a Ford F550 equipped with a fire fighting load out for \$43,928.00.

- **Motion** to approve \$43,928.00 for the purchase of a Ford F550 fire vehicle for the Copper Harbor Fire Department made by Mielcarz/Davis. The board was polled. Wendt aye, Huwatschek aye, Davis aye, Filsinger Aye, Mielcarz aye. All were in favor. Motion carried 5-0.

b. Lac La Belle Fire Department

Exercised equipment at the May 27th meeting. No page outs for the Fire Department some 1st responder call outs. Looking at two fire trucks w/RDA loan. One is a diesel pickup truck with a firefighting skid and the other is an all-terrain vehicle special build truck. DNR to get the old pick-up truck w/firefighting skid. The Fish Boil fund raiser will be held on August 7th. More Fish Boil details to come.

- c. Sheriff
No report

Standing Committee Reports

1. Downtown Development Authority.
10th Street docks is being repaired. Looking at ways to remove concrete slab.
2. Parks Committees
 - a. Lac La Belle
Park committee is building a sand volley ball court. They are also looking into a pavilion and playground equipment.
 - b. Copper Harbor
The Parks committee will be putting up signage for the parks such as no fires, no camping. The trail from the Copper Harbor State Marina to Hunter's Point Park is to be repaired. A porta potty is needed at the 10th street dock.
3. Copper Harbor Improvement Association
CHIA Report for June 8, 2021We are happy to announce the new website is up and running and can be viewed at copperharbor.org. Any questions or corrections to the web site can be directed to:advertising@copperharbor.org. The updated Copper Harbor map has been sent to the printer and we expect delivery soon. CHIA now has 5 working members on the Ad Committee. This year, CHIA will forego the usual celebration of their July 4thParade and Children's Games to honor the memory of Donny K.
4. South Shore Association
First meeting will be held June 16th 2021, Monday June 14th will be the Bette Giese Bonfire. There will also be a rummage sale during spring clean up days, July 17th-18th. Keweenaw Consignment will also sell items dropped of and then when sold will cut a check to the SSA.

Unfinished Business

1. Website Development - Opusweb Design Approved/Update
 - a. Opus Web has received photos (Thank you to our generous photographers)
 - b. Working on Domain Transfer/Google Business Applications
 - c. Example: Print Out Handout
2. Public Works Seasonal Part Time Laborer Position
 - a. Posted until Filled.
 - b. Starting at \$13.50.

- c. Non-Standard Hours Available.
3. Diamond Communications Cell Tower Update
- a. Grant Township submitted Letter of Non-Support May13, 2021.
 - b. Eagle Harbor Zoning Site Plan Review not completed.
 - c. Balloon and Drone tests conducted demonstrating Tower Height.
4. Summer Congestion//Police Presence
- a. Draft Contract under review with Legal.
<https://drive.google.com/drive/folders/1UCYkyX3PNm5BVef4g6gQxzRyNe3roAq>
 - **Motion to Approve made by Wendt/Davis.** The board was polled. Wendt aye, Huwatschek aye, Davis aye, Filsinger Aye, Mielcarz aye. All were in favor. Motion carried 5-0.
The agreement will be considered by the Keweenaw County Board at their June meeting for final approval.
5. Dates for Lac La Belle Spring Cleanup
- a. CH is June 19 and 20.
 - b. LLB is July 17-18 8am-4pm
 - c. Waste Management Containers (3) ordered.
 - d. Metal Container: Eds Used Auto Parts Dodgeville
 - e. Notices- Greg will do the notices
6. Wastewater Lease Agreement Expiration
- a. Expires August 14, 2021
 - b. Paperwork has begun
 - c. Additional Land for third lagoon in negotiations.
This is necessary to handle projected increase in usage and to handle the Winter overflow.

New Business

1. COVID Guidelines Update
- a. Held Q&A with the Health Department for business owners on 5/21.
 - b. Current Health and Human Services
 - i. 50% capacity
 - ii. Social Distancing/Masks not required for vaccinated individuals
 - iii. Honor system for the non-vaccinated.
 - c. Anticipated rescinding of all orders July 1 if vaccination rate meets threshold
 - d. Open up Community Center/Park for reservations Contact Township Clerk for availability.

- **Motion** to reopen the Township Park and Township Hall for rental as of July 1st, 2021 made by Davis/Filsinger. The board was polled. Wendt aye, Huwatschek aye, Davis aye, Filsinger Aye, Mielcarz aye. All were in favor. Motion carried 5-0.

2. Fourth of July Celebration

- a. Fireworks - Don K.
 - i. Insurance
- b. Sheriff Patrol
- c. No parade
- d. No kid games
- e. Short Fireworks show.

3. Copier Quote

- A. <https://drive.google.com/drive/folders/17TGvkTUN6i2-VD-L4Ci-26jbkMlbeaCV>
- **Motion** to approve purchasing new copier/fax from The Office Planning Group in the amount of \$3,679.00 made by Mielcarz/Davis. The board was polled. Wendt aye, Huwatschek aye, Davis aye, Filsinger Aye, Mielcarz aye. All were in favor. Motion carried 5-0.

❖ Policy/Rules for Public Comment

- The public comment portion of the public meeting shall last approximately 20 minutes.
- Any Resident/taxpayer wishing to address the Board, must be first recognized by the Chair, then identify themselves by name, address of residence.
- Each speaker will be given three (3) minutes to comment.
- Comments are to be directed solely to the board.
- No official Board action will take place on items presented in the public comment period. Matters addressed publicly will be taken under advisement, with the Board responding directly to the person at a later date or the Board will respond during a future public meeting as an agenda item.

Public Comments:

There were numerous comments about the Copper Harbor Trail system, the Copper Trails Club and land purchases and grants for the trail system.
Name plates were suggested for the board members.
Suggestion to pursue COVID relief funds.
Suggestion to pursue Playground equipment for Union Park.

Financial Wrap UP

Motion to adjourn and pay audited bills in the amount of \$65,427.85 made by Mielcarz/Filsinger. The board was polled. Wendt aye, Huwatschek aye, Davis aye, Filsinger Aye, Mielcarz aye. All were in favor. Motion carried 5-0.

Adjournment at 7:31pm

POLICE PROTECTION AGREEMENT

This Police Protection Agreement (“Agreement”) is made as of June _____ 2021, between the County of Keweenaw, State of Michigan ("County") and the Township of Grant, County of Keweenaw, State of Michigan ("Township"):

WHEREAS, Act 35 of the Public Acts of 1951 (MCL 124.2) authorizes the County and the Township to enter into a contract regarding the performance of governmental functions, including police protection, and

WHEREAS, Act 33 of the Public Acts of 1951, as amended (MCL 41.801(1) and (2)) further authorizes a township to appropriate funds for police protection, motor vehicles and equipment and, in general, to establish a police department for police protection within the township; and

WHEREAS, Act 246 of the Public Acts of 1945, as amended (MCL 41.181) authorizes a township, by resolution, to appropriate funds and call upon the Sheriff of the County to provide special police protection for the township; and

WHEREAS, the Township accordingly desires to enter into an Agreement with the County for additional police protections within the Township.

NOW, THEREFORE, in consideration of the promises, covenants and conditions hereinafter contained, IT IS HEREBY AGREED by and between the parties as follows:

1. The Keweenaw County Sheriff (“Sheriff”) will assign one (1) full-time Deputy to provide special police protection within the Township from July 1 of each calendar year through the Saturday of the second week of September of each calendar year (“Tourist Season”).
2. The initial hourly rate for each assigned Deputy during the 2021 Tourist Season will be \$41.16/hour, calculated as shown in the attached Schedule A.
3. By January 1st of each year (starting January 1, 2022), the Sheriff will provide the Township with an updated hourly rate for each assigned Deputy during the next Tourist Season, calculated as shown in the attached Schedule A.

4. The Sheriff will send the Township monthly billing statements within five (5) business days after the end of each month during a Tourist Season. The billing statements may be emailed or sent by facsimile to the Township Supervisor or mailed to the Township Supervisor by U.S. Mail. The Township will make payment on each invoice not later than the end of the month in which the invoice is received by the Township.

5. The hourly rate charged to the Township by the County shall cover all necessary associated personnel costs such as uniforms, cleaning and equipment, command and administrative support services including, but not limited to, communications systems, follow-up investigations, records, crime lab charges, vehicles and the cost of vehicle operation including gasoline, maintenance and insurance.

6. The Township will provide office space for the Deputy at no cost to the County.

7. The special police protection provided to the Township by the Sheriff shall be as set forth in this paragraph, subject to law enforcement priorities and limitations on available manpower as determined by the Sheriff:

a. The Sheriff shall not be required to assign a Deputy to provide special police protection to the Township on any day in which the Sheriff determines, in the Sheriff's sole discretion, that the Keweenaw County Sheriff's Office lacks sufficient manpower to assign a Deputy to the provide special police protection to the Township.

b. An assigned Deputy will work Thursday thru Saturday of each week of the Tourist Season from mid-afternoon through early-evening. The Deputy's specific duty hours will be at the discretion of the Sheriff.

c. An assigned Deputy will work primarily within the Township when assigned to the Township pursuant to this Agreement and shall not be work outside the Township except in case of emergencies, riots, civil disturbances or other priority dispatches within Keweenaw County or other jurisdictions with which the Sheriff coordinates. Work by the assigned Deputy outside of the Township under the circumstances described in this sub-paragraph shall not be considered a breach of this Agreement.

d. An assigned Deputy may work outside the Township continuously for up to one hour without any deduction from the County's charges to the Township. If an assigned Deputy works outside the Township continuously for more than an hour, none of the

time that the assigned Deputy works outside the Township shall be charged to the Township by the County. The Sheriff shall keep a log or other appropriate records to keep track of time that may not be charged to the Township pursuant to this subparagraph.

- e. An assigned Deputy shall enforce state and federal laws and County ordinances but shall not be required to enforce Township ordinances.
- f. An Assigned Deputy shall not be utilized by the Township for functions or duties other than those related to law enforcement or police protection.
- g. An assigned Deputy shall be directly and solely accountable to the Sheriff in connection with performance of law enforcement duties.

8. This Agreement shall terminate 30 days after the delivery of a written termination notice by one party to the other party, except in the case of a breach of the Agreement, in which case the non-breaching party shall have the right to terminate the Agreement immediately. Written notice of termination may be delivered by U.S. Mail, facsimile, or email. Any charges incurred by the Township pursuant to this Agreement prior to termination shall remain payable notwithstanding termination of this Agreement.

9. Indemnity: Each party shall indemnify, hold harmless, and defend the other party from and against any and all claims, costs, expenses, charges, fines, and other liabilities arising or resulting from the negligent or wrongful acts or omissions of the party's officers, agents, servants, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first above written.

Keweenaw County

By: Don Piche, Chairman
Keweenaw County Board of Commissioners

Dated: _____

Grant Township

By: Scott R. Wendt
Grant Township Supervisor

Dated: _____

