

**WHITEWATER TOWNSHIP BOARD**  
**REGULAR MEETING AGENDA – MAY 14, 2026, 6:30 PM**  
5777 Vinton Road, Williamsburg, MI 49690  
Phone: 231-267-5141 / Fax: 231-267-9020

**[Click the Link Below to View the Meeting Live](#)**

**<https://www.youtube.com/@whitewatertownship/live>**

**At this time, the Board invites everyone to silence their electronic devices.**

*Whitewater Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities upon reasonable advance notice. Contact the Township Clerk at [clerk@whitewatertownshipmi.gov](mailto:clerk@whitewatertownshipmi.gov) at least 5 days in advance of the meeting.*

**A. Set / Adjust / Approve Meeting Agenda**

**B. Declaration of Conflict of Interest**

**C. Public Comment.** Any person shall be permitted to address a meeting of the township board. Public comment shall be carried out in accordance with the following board rules and procedures:

1. Comments shall be directed to the board, with questions directed to the chair.
2. Any person wishing to address the board shall speak from the lectern and state his or her name and address.
3. Persons may address the board on matters that are relevant to township government issues.
4. The chair shall control the amount of time each person shall be allowed to speak, which shall not exceed five (5) minutes, excluding the time needed to answer board member's questions.
5. In order to avoid unscheduled debates, the board generally will not comment or respond to presenters. Silence or non-response from the board should not be interpreted as disinterest or disagreement by the board.

**D. Reports/Presentations/Announcements**

1. Audit Progress Update – Hoeksema/Koester (verbal)

**E. Consent Calendar (Approval/Receive and File)**

1. Approval of Bills
2. Declare as Surplus a 2002 HME Pumper/Engine
3. Correspondence: Private Citizen – Zoning Administrator, Good Job; Bailey & Brusco – STR's
4. Approval of Minutes: **April 23, 2026, Regular Meeting**  
<https://www.whitewatertownshipmi.gov/township-board--subcommittee-meeting-minutes.html>
5. Consideration of Participation in the Fire Cost Recovery Program – Chief Morgan
6. Maner Costerisan, CPA's Purchase Order Approval

**F. Unfinished Business**

1. Special Meeting Date Availability – Civil Infraction Policy/Procedure Meeting

**G. New Business**

1. Public Safety Revenue Sharing Grant – Chief Morgan
2. Fire Equipment Grant Program – Chief Morgan
3. Consideration of an ADA Compliant Entrance Door – Hoeksema
4. Consideration of Censure of the Township Clerk – Koester
5. Surety Bond Claim - Koester

**H. Tabled Items - NONE**

**I. Announcements**

Next Township Board Meeting: **MAY 28, 2026, 9:00 AM**

Board Member Announcements

**J. Public Comment**

**K. Board Comments/Discussion**

**L. Adjournment**

BILLS FOR APPROVAL - INVOICE REGISTER FOR WHITEWATER TOWNSHIP  
EXP CHECK RUN DATES 05/14/2026

Pay By Check Type: EFT Transfer

Inv Ref #	Vendor	Description	GL#	Invoice Amount
5112	AFLAC MONTHLY FIRE	AFLAC MONTHLY FIRE	206-336-713	395.04
5134	CHERRYLAND ELECTRIC COOP	STREET LIGHTS M72/COOK RD DUE 5-20-26	101-448-921	25.49
5135	CHERRYLAND ELECTRIC COOP	STREET LIGHT M72/SKEGEMOG PT RD	101-448-921	25.49
5136	CHERRYLAND ELECTRIC COOP	STREET LIGHTS M72/MOORE RD	101-448-921	25.49
5106	CONSUMERS ENERGY	ELECTRIC - BALLFIELD*ACCT5671 - APRIL'26	208-756-922	53.71
5130	CONSUMERS ENERGY	ELECTRIC - CAMP*ACCT2731 - APRIL'26	208-756-922	44.61
5131	CONSUMERS ENERGY	ELECTRIC - CAMP*ACCT0215 - APRIL'26	208-756-922	37.76
5132	CONSUMERS ENERGY	ELECTRIC - CAMP*ACCT0837 - APRIL'26	208-756-922	37.76
5133	CONSUMERS ENERGY	ELECTRIC - CAMP*ACCT3010 - APRIL'26	208-756-922	85.72
5144	CONSUMERS ENERGY	ELECTRIC - LEDLIGHT*ACCT3128 - APRIL'26	101-446-921	74.06
5145	CONSUMERS ENERGY	ELECTRIC - STLIGHT*ACCT4194 - APRIL'26	101-448-921	18.15
5153	CONSUMERS ENERGY	ELECTRIC - CAMP*ACCT0207 - APRIL'26	208-756-922	40.05
5110	DTE ENERGY	FIRE HALL NAT GAS	Multiple	329.94
5138	FUELMAN	FUEL - APRIL 2026	206-336-739	537.40
5122	VERIZON WIRELESS	TWP CELL PHONES	Multiple	461.84

Total Pay By Check Type EFT Transfer: 2,192.51

Pay By Check Type: Paper Check

Inv Ref #	Vendor	Description	GL#	Invoice Amount
5088	ACE HARDWARE	POOL TEST STRIPS, DRANO	208-756-740	34.48
5038	AD ASSESSING INC	ASSESSING DUTIES - APRIL 2026 (1ST MO. NEW CONTRACT AMT)	101-209-807	2,950.00
5113	BOUND TREE MEDICAL LLC	FIRE - MEDICAL SUPPLIES	206-336-740	1,285.64
5114	BOUND TREE MEDICAL LLC	PO#6637: PARK SAFETY UPGRADES - TRIBAL GRANT APPROVAL DEPARTMENT	208-756-740	171.98
5116	C2AE ARCHITECTURE-	BOAT WASH STUDY - UNDERPAYMENT	208-756-970	1,500.00
5117	C2AE ARCHITECTURE-	BOAT WASH STUDY - PHASE 4	208-756-970	811.32
5118	COMFORT CENTER	ADIRONDACK CHAIRS FOR CAMPGROUND (6)	208-756-970	2,100.00
5073	FAHEY SCHULTZ BURZYCH RHODES	COST RECOVERY REFERENDUM	101-210-801	1,484.00
5074	FAHEY SCHULTZ BURZYCH RHODES	COST RECOVERY, WINERY	101-210-801	1,495.50
5075	FAHEY SCHULTZ BURZYCH RHODES	ARRAIGNMENT PREP, FOIA	101-210-801	1,023.50
5076	FAHEY SCHULTZ BURZYCH RHODES	CLOSED SESSION, ZBA HEARING	101-210-801	2,082.00
5077	FAHEY SCHULTZ BURZYCH RHODES	COST RECOVERY, OMA, FOIA	101-210-801	1,519.00
5078	FAHEY SCHULTZ BURZYCH RHODES	PRETRIAL CONF, FOIA, ENFORCEMENT, PLEA AGR.	101-210-801	4,035.50
5079	FAHEY SCHULTZ BURZYCH RHODES	ZBA FINDINGS	101-210-801	821.00
5080	FAHEY SCHULTZ BURZYCH RHODES	PRETRIAL CONFERENCE	101-210-801	5,333.00
5081	FAHEY SCHULTZ BURZYCH RHODES	ZBA HEARING	101-210-801	340.50
5082	FAHEY SCHULTZ BURZYCH RHODES	ZBA HEARING	101-210-801	607.50
5083	FAHEY SCHULTZ BURZYCH RHODES	CELL TOWER, CONSULTING	101-210-801	40.00
5084	FAHEY SCHULTZ BURZYCH RHODES	AMICUS FILING, PRETRIAL, STR	101-210-801	4,193.00
5085	FAHEY SCHULTZ BURZYCH RHODES	ZBA, VARIANCE, PC MEETING	101-210-801	7,706.50

5086	FAHEY SCHULTZ BURZYCH RHODES	FLSA EXEMPTION, DISCUSS WITH FIRE CHIEF	101-210-801	3,218.00
5087	FAHEY SCHULTZ BURZYCH RHODES	SKEGEMOG POINT - SAD PACKAGE	811-811-801	1,189.50
5146	FIRST DUE	FIRE - FIRE REPORTING SOFTWARE	206-336-815	840.00
5148	FLYNN ELECTRIC	SVC CALL TO PARK	208-756-930	225.00
5152	GIFFELS WEBSTER	ZONING ORDINANCE REVIEW FOR PC (WINERY)	101-400-804	1,000.00
5123	GILL-ROY'S HARDWARE 6737	TWP PARK - MAINTENANCE ON STIHL EQUIPMENT	208-756-740	49.57
5124	GILL-ROY'S HARDWARE 6737	TWP PARK - PARTS/SUPPLIES	208-756-740	8.49
5105	HOME CITY ICE COMPANY	APRIL ICE DELIVERY	208-756-741	372.10
5142	HOMETOWN PUBLICATIONS, LLC	NOTICES - APRIL 2026	101-101-901	338.00
5111	HURST MECHANICAL	PARK - SPRING STARTUP '26	208-756-740	696.59
5137	JOHN HANCOCK LIFE INS CO	JOHN HANCOCK ADMIN FEE	101-101-830	67.50
5108	KIM FINCH	CUSTODIAL SERVICES APRIL 2026	101-265-810	160.00
5141	MANER COSTERISAN	CPA FEB-MAR INVOICE	101-265-804	14,348.00
5121	MCCARDEL CULLIGAN WATER COND	WATER - TWP HALL - APR'26	101-265-740	12.00
5149	MES LIFE SAFETY, LLC	REPLACEMENT GASKET (PART)	206-336-932	29.68
5151	MES LIFE SAFETY, LLC	NEW ENGINE TRUCK BUNDLE	206-336-970	5,782.00
5140	MICHIGAN TOWNSHIPS ASSOCIATION	RED BOOKS - AUTH/RESP OF MICH TWPS	101-101-880	114.00
5119	MUNSON OCCUPATIONAL HEALTH	PARK RANGER MEDICAL EXAM	208-756-803	167.00
5090	NORTHSHORE	LAUNCH DOCK INSTALLATION	208-756-740	500.00
5143	POSTMASTER	FIRE DEPT PO BOX #9 - ANNUAL RENTAL	206-336-728	114.00
5147	PS TRAX SOFTWARE	ANNUAL RENEWAL FEES	206-336-815	1,738.40
5109	ROLYAN BUOYS	SWIM BUOYS	208-756-740	1,421.19
5091	STEVE'S LAWN CARE LLC	SNOWPLOW/SANDING - WW FIRE - 5X MARCH	Multiple	400.00
5092	STEVE'S LAWN CARE LLC	SNOWPLOW/SANDING - WW TWP 6X MAR2026	101-265-845	820.00
5150	SWEETWATER WELL	CHLORINATION AT PARK	208-756-740	500.00
5120	TARGET SOLUTIONS LLC	SOFTWARE/MEMBERSHIP	206-336-804	973.23
	TEZAK, ANDREW - PETTY CASHIER	TWP PARK CASH DRAWER PETTY CASH	208-000-004	400.00
5125	VISA	APR'26 VISA - PARKS DEPT	Multiple	439.65
5126	VISA	APR'26 VISA - SUPERVISOR	101-101-853	8.28
5127	VISA	APR'26 VISA - FIRE DEPT	Multiple	355.73
5128	VISA	APR'26 VISA - TREASURER	Multiple	218.38
5129	VISA	APR'26 VISA - CLERK	Multiple	1,871.70

Total Pay By Check Type Paper Check: 77,512.41

Total Payments: 79,704.92

101 Township Board	797.69	101 GENERAL FUND	56,199.62
209 Assessor	2,950.00	206 FIRE FUND	12,297.74
210 Attorney	33,899.00	208 PARK FUND	9,653.09
215 Clerk	83.88	210 AMBULANCE FUND	364.97
253 Treasurer	200.00	811 SPECIAL ASSESSMENT	1,189.50
265 Township Hall & Grounds	15,587.49	Total	79,704.92
276 Cemetery	87.88		
336 Fire Dept	6,515.74		

400 Planning Commission	1,000.00
446 Road Right of Way	74.06
448 STREET LIGHTING	94.62
651 Ambulance	364.97
756 Township Park	9,653.09
901 Capital Expenditure	1,425.00

03/26/26 CK # 52416 STOP PAYMENT Fee \$30.00  
 LOST IN MAIL- REPAID AS EFT BY TREASURER

POST AUDIT

PAYROLL 05/01/2026

GROSS

\$18,650.44

FED TAX

2,709.25

FIRE

\$3,254.38

JH PENSION

792.15

HOURLY

\$3,880.77

MI STATE TAX

732.21

SALARY

\$9,775.91

VOYA

900.00

PARK

\$1,739.38

NET

\$14,308.98

GROSS YTD

\$142,960.21



# WHITewater TOWNSHIP FIRE DEPARTMENT

8380 Old M-72 | PO Box 9 | Williamsburg, MI 49690  
Phone: 231-534-2419 Email: firechief@whitewatertownshipmi.gov

**DATE:** 05/06/2026  
**TO:** Township Board  
**FROM:** Fire Chief  
**SUBJECT:** Surplus and Disposal of 2002 HME Pumper / Engine

## Background

The Whitewater Township Fire Department is requesting authorization from the Township Board to declare the department's 2002 HME Pumper / Engine as surplus upon receipt and placement into service of the new 2025 Freightliner Engine, which is currently under construction.

Once the replacement apparatus is placed into service, the 2002 HME Pumper / Engine will no longer be required for frontline operational use.

## Policy Manual Compliance

Section 4.6(d) of the Whitewater Township Policy Manual governs the disposal of fixed assets and provides that:

*"The board shall determine the method of disposal, which may include sealed bids, auction, negotiated sale, gift or disposal."*

The requested action is consistent with Township policy for the following reasons:

- The apparatus qualifies as a fixed asset subject to board-authorized disposal.
- Section 4.6(d) expressly authorizes the Township Board to determine the method of disposal.
- Township policy explicitly permits disposal through a negotiated sale.
- The proposed purchaser, T-Line EV, is not a Township employee or official; therefore, no conflict of interest exists under the negotiated sale provisions of the policy.

## Market Value Considerations

T-Line EV previously inspected and appraised the 2002 HME Pumper / Engine while onsite evaluating the department's Air Truck. Following that inspection, T-Line EV made an offer to purchase the engine for \$10,000.

Based on current market conditions for apparatus of this type and age, department staff believes the offered amount is consistent with fair market value. Supporting this



## WHITEWATER TOWNSHIP FIRE DEPARTMENT

8380 Old M-72 | PO Box 9 | Williamsburg, MI 49690  
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assessment is the fact that a comparable sister engine formerly operated by Green Lake Township is reportedly being donated to the Regional Training Center due to limited resale market demand.

Given current apparatus market conditions, department staff believes the negotiated sale price represents a reasonable and defensible value for the Township.

### **Motion 1:**

I move to declare the Whitewater Township Fire Department 2003 KME Engine as surplus equipment upon receipt and placement into service of the new 2025 Freightliner Engine.

### **Motion 2:**

I move to approve the negotiated sale of the Whitewater Township Fire Department 2003 KME Engine to T-Line EV in the amount of \$10,000.



PO BOX 639  
Grand Ledge, MI 48837  
517-402-7010

## Purchase Offer

Date:4/242026

**To: Whitewater Township Fire Department**

8380 Old M – 72  
Williamsburg, MI 49690

T-Line EV LLC is offering \$10,000.00 for your department's 2003 HME Pumper / Engine

- This offer is good for 45 days
- T-Line EV LLC acknowledges the unit is being sold "As Michigan" per Wisconsin and Michigan law.
- Please confirm you have the title prior to payment and pick up of vehicle
- T-Line EV will be responsible for the removal and transportation of vehicle
- Payment will be made in certified funds, so please let us know whom the check should be on the check

**Buyer:**

Signature: *K. Joe Thomas*

Title: President of Sales / Operations

**Seller:**

Accepted by:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name:

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



# WHITewater TOWNSHIP FIRE DEPARTMENT

8380 Old M-72 | PO Box 9 | Williamsburg, MI 49690  
Phone: 231-534-2419 Email: firechief@whitewatertownshipmi.gov

**To:** Whitewater Township Board  
**From:** Josh Morgan, Fire Chief  
**Date:** April 30<sup>th</sup>, 2026  
**Subject:** Authorization to Participate in Fire Cost Recovery Program

## **Action Requested:**

Approval to participate in the Fire Cost Recovery Program with Fire Recovery USA pursuant to Ordinance No. 64 and authorization for the Fire Chief to execute all required agreements and related documentation necessary to implement the ordinance on behalf of Whitewater Township.

## **Background:**

Whitewater Township Fire Department absorbs the costs associated with a wide range of emergency responses, including but not limited to motor vehicle incidents, fires, hazardous conditions, technical rescues, utility emergencies, commercial and industrial incidents, and special event standbys. Many of these responses involve responsible parties or are covered by insurance; however, without a dedicated administrative process, recovery of eligible response costs has been limited.

Fire Recovery USA provides third-party administrative services that assist fire departments in recovering allowable fire and emergency response costs from insurance carriers or responsible parties, consistent with authorizing ordinances. The program does not impose new fees, does not seek payment from residents where recovery is not authorized, and does not pursue uninsured parties where recovery is not permitted.

Participation requires execution of a Billing Agreement, New Client Setup documentation, agency verification materials, and use of the Township's adopted cost recovery ordinance.

## **Suggested Motion:**

Move to approve participation in the Fire Cost Recovery Program with Fire Recovery USA for the administration of emergency response cost recovery as authorized by Ordinance No. 64, and authorize the Fire Chief to execute all required agreements and related documents on behalf of Whitewater Township.

## SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company (“Company”), and **Whitewater Township Fire Department**, (“Client”). The Company and Client are referred to herein individually as a “party” and collectively as the “parties.”

### RECITALS

WHEREAS, Company engages in the business of performing billing services (“Company Services”) for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

### ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

### ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3  
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4  
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

## **ARTICLE 5 COMPENSATION OF COMPANY**

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

## **ARTICLE 6 OBLIGATIONS OF CLIENT**

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially ensuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

## **ARTICLE 7 CLIENT AUTHORIZATION**

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

## **ARTICLE 8 TERMINATION OF AGREEMENT**

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

## **ARTICLE 9 PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

9.3. Artificial Intelligence: The Company hereby provides explicit disclosure that it incorporates Artificial Intelligence (AI) within its proprietary software to enhance and perform various aspects of the "Company Services" as defined and provided under this Agreement. This integration is made for purposes of transparency and includes AI functionalities for data processing and information extraction, such as reading and parsing incident narratives, department ordinances, and fee schedules to obtain billing information or highlight billable actions. Furthermore, AI is utilized to support invoice generation, address cleanup and validation for data management, customer assistance and product support, and document creation. AI also assists in communication by processing phone conversations and aiding in customer correspondence via email or the Company's ticketing system, and contributes to reporting and analytics. Internally, AI is employed for aspects of software development, including code creation, quality control, and product testing. The Company explicitly states its

commitment to ensuring its AI practices are responsible, ethical, and subject to continuous evaluation and improvement to align with Client needs and expectations.

## **ARTICLE 10 INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

## **ARTICLE 11 GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC  
2271 Lava Ridge Court, Suite 120  
Roseville CA 95661  
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC  
9915 Mira Mesa Boulevard, Suite 130  
San Diego, CA 92131  
Attention: Chris Popov, Esq.

If to Client to:

Whitewater Township Fire Department  
P.O. Box 9  
Williamsburg, MI 49690

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

*Signatures on following page:*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**COMPANY:**

**FIRE RECOVERY USA, LLC.**  
**a California limited liability company**

Signature: \_\_\_\_\_

Name: M. Craig Nagler

Title: Manager

**CLIENT:**

**Whitewater Township Fire Department**

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE A

### LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.
  
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
  
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
  
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
  
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
  
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
  
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
  
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

**EXHIBIT A**  
**MITIGATION RATES**  
**BASED ON ORDINANCE**  
**(See Following Pages)**

**BILLING FOR STRUCTURE FIRES**

How we bill for structure fires:

When a Fire Department submits a run to us for a structure fire.

Most personal lines insurance policies (homeowners) have a \$500 limit for fire department responses but all policies are different so this may vary. Some insurance companies require the property owner to file the claim, in which case we would have to send a bill directly to the property owner and they will then have to submit the bill to their insurance company. If and when an insurance company pays our invoice, they will often pay the policyholder directly as that is technically who their contract is with. For us to collect that money on your behalf we will need to be able to bill that policyholder directly. The account is sent to collections if the policyholder has received payment and does not forward the check. If the insurance company pays the policyholder directly and you are not willing to allow us to bill the policyholder directly, we cannot bill structure fires for you.

Renters' insurance does not cover structure fires. These policies only cover the tenant/renters contents. We must have the actual homeowner/property owner's name, address, and insurance information to successfully bill this.

Commercial Structure Fires are structured similarly but we have to consider the commercial insurance deductible in these cases. If a commercial policy has a \$5,000 deductible, for example, and the loss does not exceed that amount or is close to that amount the insured may not file a claim with their insurance company. If we submit an invoice on your behalf for \$750 for a commercial structure fire response, the insured may not submit to their commercial insurance as the loss may be below the deductible. In this case, we have no choice but to bill this directly to the policyholder as a claim was not filed with the insurance company.

If you are unwilling or unable to bill directly for fires, please do not submit structure fire responses to us for cost recovery.

We authorize Fire Recovery USA, LLC to bill for structure fires on our behalf:

YES -             NO -

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name of Fire Department



## Whitewater Township Board Communication

**Date:** May 8, 2026  
**From:** Tim Arends, Trustee/Deputy Supervisor  
**Subject:** Maner Costerisan, CPA's Purchase Order Authorization

---

The CPA's still have more work to do in completing reconciliations/training of staff requiring an additional purchase order approval from the Board, including paying for prior work that exceeded the last purchase order. That invoice is on this meeting's agenda for approval.

This item is appearing on the consent calendar as it is deemed to be non-controversial. If a board member would like to discuss it further it should be removed from the consent calendar and placed as "items removed from consent calendar."

The following motion would be appropriate to continue utilization of the CPA services to complete the required tasks:

**THAT THE BOARD AUTHORIZES A NOT-TO-EXCEED PURCHASE ORDER TO  
MANER COSTERISAN, CPA'S IN THE AMOUNT OF \$25,000.**



## Whitewater Township Board Communication

**Date:** May 8, 2026  
**From:** Tim Arends, Trustee/Deputy Supervisor  
**Subject:** Special Meeting Date Availability – Civil Infraction Policy/Procedure Meeting

---

The Supervisor has confirmed that the Elk Rapids Village/Township meeting room space should be adequate to accommodate the next meeting regarding Civil Infraction Enforcement.

Available dates for a 6:30 PM meeting are:

June 17  
June 24  
June 25

Once an agreeable date is determined the following motion is appropriate:

**MOTION TO SET A SPECIAL MEETING OF THE BOARD ON \_\_\_\_\_ TO  
BE HELD AT THE ELK RAPIDS VILLAGE/TOWNSHIP HALL.**



# WHITewater TOWNSHIP FIRE DEPARTMENT

8380 Old M-72 | PO Box 9 | Williamsburg, MI 49690  
Phone: 231-534-2419 Email: firechief@whitewatertownshipmi.gov

**DATE:** 05/06/2026  
**TO:** Township Board  
**FROM:** Fire Chief  
**SUBJECT:** PSRS Grant Program

The Public Safety Revenue Sharing (PSRS) grant program was approved by the Michigan Legislature as part of the FY 2026 state budget. The program provides one-time funding to local units of government based on violent crime counts reported to the Michigan State Police for calendar years 2022, 2023, and 2024.

Our community has been awarded \$3,311 through this program.

- At least 75% of the funding must support law enforcement agencies or law enforcement officers.
- Up to 25% may be used for other non-law-enforcement public safety purposes, including equipment purchases and risk-reduction initiatives.

## Proposed Use of Funds

### 1. Law Enforcement Support – \$2,485 (75.1%)

Funds will be allocated to the Grand Traverse County Sheriff's Office to support contracted law enforcement patrol services within the township. This allocation satisfies the statutory requirement that at least 75% of PSRS funding support policing activities and helps maintain patrol presence and deterrence.

### 2. Public Safety Equipment – \$826 (24.9%)

Funds will be used to offset the purchase of portable speed feedback signs to address traffic safety concerns. These signs are an approved public safety equipment expense designed to reduce speeding, increase driver awareness, and improve roadway safety.

## Summary

This allocation complies with PSRS requirements and supports both law enforcement services and preventive public safety measures, allowing the township to utilize the grant efficiently and responsibly.



# WHITEWATER TOWNSHIP FIRE DEPARTMENT

8380 Old M-72 | PO Box 9 | Williamsburg, MI 49690  
Phone: 231-534-2419 Email: firechief@whitewatertownshipmi.gov

**DATE:** 05/06/2026  
**TO:** Township Board  
**FROM:** Fire Chief  
**SUBJECT:** Fire Equipment Grant Program

## Purpose

To notify the Township Board of the Fire Department’s intent to apply for the Michigan Department of Treasury Fire Equipment Grant Program and to summarize the proposed grant request.

## Background

The Michigan Department of Treasury has launched the Fire Equipment Grant Program to support the purchase of critical fire equipment and gear for on-call, part-time, and volunteer firefighters. Whitewater Township Fire Department relies heavily on volunteer and on-call personnel.

## Proposed Grant Request

The Fire Department is submitting a targeted request totaling \$26,000, rather than the maximum allowable amount, to remain competitive and fiscally responsible.

### Proposed Equipment:

- SCBA Facepieces (10): \$10,000
- Ventilation Equipment: \$6,000
- Firefighter Flashlights: \$5,000
- Structural/Extrication Gloves: \$3,000
- High-Visibility Traffic Safety Vests: \$2,000

Total Request: \$26,000

## Recommendation

It is recommended that the Township Board acknowledge and support submission of this grant application to pursue external funding that enhances firefighter safety and operational effectiveness. No local match required.



## Memo

**To:** Whitewater Township Board  
**From:** Wendy Hoeksema, Township Clerk  
**Date:** May 14, 2026  
**Subject:** ADA Door Compliance Recommendation

---

The Township continues to address ADA accessibility improvements at Township Hall, including the need for compliant door access for residents and visitors. Due to the specialized nature of this work, and after limited response from local contractors for additional bids or quotes, I recommend proceeding with the proposal currently before the Board from the reputable company identified.

Allen Supply quoted specialized door and hardware: \$12,379.92

Grand Traverse Construction installation: \$3,325.00

subcontracted by GTC Electric installation: approx \$1500.00 (max)

This proposal provides a professional and reliable solution to help ensure the Township remains accessible and compliant with ADA expectations for a public facility. Delaying the project further in pursuit of additional quotes may unnecessarily postpone needed improvements.

Additionally, the cost impact to the Township is expected to be reduced through grant funding assistance of \$5000 from the Michigan Association of Municipal Clerks (MAMC), which will help offset a portion of the project expense. This grant was specifically for improved access of polling locations.

I respectfully request Board approval to proceed with the submitted proposal at the May 14, 2026 meeting.

**Proposed Motion:**

"I make a motion to approve a purchase order for the ADA door installation in an amount not to exceed \$17,500"





Date: 4/9/2026

Attn: Wendy Hoeksema  
Business Name: Whitewater Township  
Address: 5777 Vinton Rd PO159 Williamsburg, MI 49690  
Phone/Fax: (231) 267-5141 ex 24  
E-mail: clerk@whitwatertownshipmi.gov

**Proposal Description:** Grand Traverse Construction will supply labor only to replace the ADA ramp door of Whitewater Township Hall.

### Proposal Summary

**Included:** GTC will provide labor to remove the old door and install the new ADA ramp door and all hardware that will be provided by the township through Allen Supply. All materials removed will be hauled away and disposed of properly.

- Optional: GTC will paint the door and frame: \$400

**Exclusions: electrical hook up**  
*per TODD - he can supply elec.  
approx \$1500 max*

**Proposed Total: \$2,925.00**

- **Total with paint: 3,325.00**

This proposal is valid for 30 days. We thank you for the opportunity and look forward to future correspondence.

**Accepted by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Todd Hoffman / Service Team**

(231) 463-9625

hoffmant@grandtraverseconstruction.com



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## MEMORANDUM

**TO:** Whitewater Township Board of Trustees  
**FROM:** Jill Koester, Township Treasurer  
**DATE:** 4-15-2026  
**RE:** Proposed Resolution of Censure for Township Clerk, Wendy Hoeksema

### PURPOSE OF THIS MEMORANDUM

This memorandum is provided to the members of the Whitewater Township Board of Trustees to explain the nature, legal basis, and practical purpose of the proposed Resolution of Censure against Township Clerk Wendy Hoeksema, and to prepare the Board for formal consideration and adoption of that Resolution at an upcoming Board meeting.

### BACKGROUND AND BASIS FOR THE CENSURE

The events giving rise to this proposed censure were initiated when Township Treasurer Jill Koester identified anomalous transactions during routine payroll auditing — specifically, that the Township Clerk had been processing unauthorized hourly wage payments to herself in addition to her established annual salary. These findings were reviewed and confirmed by Trustee Tim Arends through budget oversight. The findings were then investigated and verified by Supervisor Linda Slopsema.

Concurrently, a third-party audit firm that had been retained by the Township prior to and independent of these internal findings completed its audit of Township financial records. That firm's report independently confirmed the unauthorized payroll overpayments and additionally identified broader payroll processing irregularities and payroll tax compliance deficiencies attributable to the Clerk's administration of the payroll function.

The Board has since consulted with two Township attorneys, held two special meetings to address the concerns with the clerk, and issued a formal demand for repayment of all unauthorized funds. The clerk refused to acknowledge any wrongdoing and refused to repay the township for the unauthorized wages paid to herself. Therefore, the Supervisor and Treasurer reported the matter to the Grand Traverse County Sheriff's Department and opened a case with the Michigan State Police.

## WHAT IS A CENSURE AND WHAT DOES IT ACCOMPLISH?

A censure is a formal, official expression of disapproval adopted by a governing body. It is entered into the permanent public record of the Township. In the context of a Michigan township, it serves several important and distinct purposes:

- **Permanent Official Record.** A censure adopted by the Board and recorded in the minutes becomes part of the Township's permanent official record. It cannot be informally removed or overlooked.
- **Documented Pattern of Conduct.** By laying out specific, verified findings, the censure establishes a documented baseline of conduct. Should future problems arise, the Board will be able to demonstrate a pattern rather than an isolated incident.
- **Formal Declaration of Lost Confidence.** The proposed Resolution expressly states that the Board has lost confidence in the Clerk's ability to responsibly carry out certain non-statutory duties, particularly payroll processing as currently conducted. This is a formal, on-record position of the governing body.
- **Foundation for Future Administrative Action.** Michigan law distinguishes between a clerk's statutory duties (set by state law, not removable by the Board) and non-statutory duties (assigned by Board practice or resolution, which the Board may reassign). **The censure is specifically drafted to establish documented cause so that any future reassignment of payroll processing or other non-statutory duties cannot be characterized as arbitrary, retaliatory, or without basis.**
- **Due Process Protection for the Township.** A well-documented censure demonstrates that the Board acted deliberately, based on verified facts from multiple independent sources, and not impulsively. This protects the Township in the event of any legal challenge.

## WHAT A CENSURE DOES NOT DO

It is equally important that the Board understand the limitations of a censure:

- A censure does not remove the Clerk from office. Removal of an elected official requires a separate legal process under Michigan law.
- A censure does not restrict the Clerk's statutory duties — those are defined by state law and remain intact. **Ultimately, the Clerk remains fully responsible for payroll oversight and accuracy, even if processing is outsourced.**
- A censure does not constitute a final legal judgment. It is an administrative action by the Board, separate from any criminal or civil proceedings that may follow from the MI State Police referral or legal counsel's actions.
- A censure does not, by itself, reassign or remove any duties. The censure establishes the record and the cause. A separate Board action will follow to formally address the payroll function.

## WHY ACT NOW?

The Board has already taken initial steps — issuing a repayment demand and reporting to law enforcement. The censure is the next appropriate step for the following reasons:

- The facts have been verified by four independent sources: the Treasurer, Trustee Arends through budget review, the Supervisor's investigation and the third-party audit firm, Maner Costerisan.
- Delay in formal documentation weakens the record and may create the impression that the Board does not view the conduct as serious.
- The Board intends to revisit the assignment of payroll duties in the near future. Establishing the censure first — and the documented loss of confidence it represents — is the proper sequence to ensure that subsequent action is well-grounded.

## REQUESTED BOARD ACTION

The Board of Trustees is asked to:

- Review the proposed Resolution of Censure in advance of the scheduled meeting.
- Consult with Township legal counsel if any individual Board member has questions regarding the legal basis or language of the Resolution.
- Be prepared to move, second, and adopt the Resolution at the upcoming Board meeting.

**The Resolution has been reviewed by Township legal counsel prior to distribution to the Board.** All Board members are encouraged to direct any questions to the Supervisor or to counsel in advance of the meeting.

Respectfully submitted,

**Jill Koester, Treasurer**

Whitewater Township, Grand Traverse County, Michigan

## Suggested Motion:

*I move to approve Resolution #2026-07 censuring the Township Clerk for conduct identified in the Resolution and supporting documentation (Exhibit 1A & 1B), and to direct that the adopted Resolution be included in the official minutes and records of the Township.*

# WHITEWATER TOWNSHIP

Grand Traverse County, Michigan  
Board of Trustees

## RESOLUTION OF CENSURE

### Resolution # 2026- 07

#### **In the Matter of Township Clerk Wendy Hoeksema**

*Adopted by the Whitewater Township Board of Trustees on 5-14-2026*

---

**WHEREAS**, the Whitewater Township Board of Trustees (hereinafter "the Board") is the duly elected governing body of Whitewater Township, Grand Traverse County, Michigan, charged with the oversight, fiduciary responsibility, and proper administration of all Township funds and operations; and

**WHEREAS**, Wendy Hoeksema (hereinafter "the Clerk") is the duly elected Township Clerk of Whitewater Township, whose statutory duties are defined under Michigan law, and who has also been entrusted with non-statutory duties by the Board, including but not limited to the processing of Township payroll; and

**WHEREAS**, the Township Treasurer, Jill Koester, during the course of routine payroll audits, discovered anomalous payroll transactions indicating that the Clerk had been paying herself hourly wages in addition to her established annual salary; and

**WHEREAS**, said findings were independently reviewed and confirmed by Trustee, Tim Arends in his capacity overseeing budget review, further substantiating the Treasurer's initial discovery; and

**WHEREAS**, the Township Supervisor, Linda Slopsema investigated and verified the findings; and

**WHEREAS**, a third-party audit firm had been previously retained by the Township to conduct a general audit of Township financial records, independent of and prior to the Board's internal discovery of the unauthorized payroll transactions; and

**WHEREAS**, the third-party audit firm, upon completion of its audit concurrent with the Board's internal review, independently confirmed the unauthorized payroll overpayments to the Clerk and further identified additional payroll irregularities and payroll tax compliance issues within the Township's financial records; and

**WHEREAS**, the Board has consulted with Township legal counsel regarding the unauthorized transactions and has caused a formal demand for repayment of all improperly received funds to be issued to the Clerk; and

**WHEREAS**, the Board has additionally reported the matter to the Grand Traverse County Sheriff's Department and Michigan State Police for appropriate law enforcement review; and

**WHEREAS**, the Board finds that the Clerk's conduct constitutes a serious breach of the public trust, a violation of her fiduciary obligations to the Township and its residents, and a fundamental failure of the ethical standards required of an elected public official; and

**WHEREAS**, the Board finds it necessary and appropriate to formally censure the Clerk, to create a documented record of her conduct, and to establish a basis upon which the Board may, in its discretion, take further administrative action including the reassignment of non-statutory duties currently performed by the Clerk;

**NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Whitewater Township, Grand Traverse County, Michigan, as follows:**

---

## **SECTION I — FINDINGS OF FACT**

The Board of Trustees hereby adopts the following Findings of Fact, each of which has been established through the internal review of the Township Treasurer, Trustee Tim Arends, Supervisor Linda Slopsema, and independently confirmed by the third-party audit firm, Maner Costerisan, retained by the Township:

1. Township Clerk Wendy Hoeksema, who holds the non-statutory duty of processing Township payroll, did cause to be paid to herself hourly wages from Township funds in addition to her established annual salary, without authorization from the Board of Trustees.
2. The unauthorized payments were discovered by Township Treasurer Jill Koester during routine payroll auditing procedures and were subsequently confirmed through budget review by Trustee Tim Arends, and further investigated and verified by Supervisor Linda Slopsema.
3. A third-party audit firm, independently retained by the Township prior to and without knowledge of the Board's internal discovery, completed its audit concurrent with the Board's review and confirmed the unauthorized payroll overpayments to the Clerk.
4. The same third-party audit further identified additional payroll processing irregularities and payroll tax compliance deficiencies within the Township's financial records under the Clerk's administration.
5. The Board has, through counsel, issued a formal demand for repayment of all unauthorized funds received by the Clerk and has reported the matter to the Grand Traverse County Sheriff's Department and Michigan State Police.
6. Clerk Wendy Hoeksema refused to acknowledge misconduct and refused to repay the unauthorized wages paid to herself. The conduct described herein reflects a pattern of financial misconduct, abuse of the position of trust held by the Clerk, and a disregard for the proper stewardship of public funds.

---

## **SECTION II — FORMAL CENSURE**

Based upon the Findings of Fact set forth in Section I above, the Whitewater Township Board of Trustees hereby formally censures Township Clerk Wendy Hoeksema for:

- The unauthorized payment of hourly wages to herself from Township funds beyond her established salary compensation, without the knowledge or approval of the Board of Trustees;
- The misuse of her access to and control over Township payroll systems for personal financial gain;
- Payroll processing irregularities and payroll tax compliance deficiencies identified in the third-party audit, occurring within the scope of her non-statutory payroll processing duties; and
- A fundamental breach of the public trust and the fiduciary obligations owed to Whitewater Township and its residents.

This Censure is issued as an official expression of the Board's disapproval of the Clerk's conduct and shall be entered into the permanent official record of Whitewater Township. This Censure does not limit or restrict the Board's authority to take such further administrative, legal, or remedial action as may be warranted by the facts and circumstances described herein or by any future conduct.

---

## **SECTION III — LOSS OF CONFIDENCE**

The Board of Trustees hereby formally declares that, as a result of the findings set forth in this Resolution, it has lost confidence in Township Clerk Wendy Hoeksema's ability to faithfully and responsibly carry out certain non-statutory administrative duties that have been entrusted to her, specifically including but not limited to the processing of Township payroll, as currently conducted.

The Board further declares that the Clerk's demonstrated willingness to exploit her access to Township financial systems for unauthorized personal gain renders continued unsupervised control of payroll processing contrary to the best interests of Whitewater Township and its taxpayers.

---

## **SECTION IV — RESERVATION OF AUTHORITY**

The Board of Trustees expressly reserves its authority, consistent with applicable Michigan law, to reassign, transfer, or otherwise remove from the Clerk any non-statutory duties currently

performed by or delegated to her, including but not limited to the processing of Township payroll, as the Board in its discretion deems necessary to protect the financial integrity and public interest of Whitewater Township.

Nothing in this Resolution shall be construed to affect the Clerk's statutory duties as defined under the Michigan Township General Law or any other applicable statute, except to the extent permitted by law. Full responsibility for payroll oversight and accuracy remains the statutory duty of the Clerk.

This Resolution is intended to serve as the documented foundation for any such future administrative action and to demonstrate that any reassignment of non-statutory duties is based on cause, made in good faith, and in the best interests of the Township.

---

## SECTION V — ADOPTION

This Resolution of Censure was duly moved, seconded, and adopted by the Board of Trustees of Whitewater Township at a regular/special meeting of the Board held on the 14<sup>th</sup> day of May, 2026, at which a quorum was present and acting throughout.

### Roll Call Vote:

Linda Slopsema, Supervisor	Aye ___	Nay ___	Abstain ___
Wendy Hoeksema, Clerk	Aye ___	Nay ___	Abstain ___
Jill Koester, Treasurer	Aye ___	Nay ___	Abstain ___
Tim Arends, Trustee	Aye ___	Nay ___	Abstain ___
Randy Mielnik, Trustee	Aye ___	Nay ___	Abstain ___

IN WITNESS WHEREOF, the undersigned members of the Whitewater Township Board of Trustees have hereunto set their hands on the date first written above.

---

**Linda Slopsema, Township Supervisor**

---

**Jill Koester, Township Treasurer**

## CERTIFICATION

I, the undersigned, hereby certify that the foregoing is a true and accurate copy of Resolution No. 2026-07 duly adopted by the Board of Trustees of Whitewater Township, Grand Traverse

County, Michigan, at a meeting held on the 14th day of May, 2026, and that said Resolution 2026-07 is recorded in the official minutes of the Township.

---

**Wendy Hoeksema, Township Clerk**

Whitewater Township, Grand Traverse County, Michigan

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

*Note: The Clerk's signature on the certification line above confirms receipt of this Resolution and entry into the official Township record. It does not constitute agreement with or waiver of any rights with respect to the findings contained herein.*

# Exhibit 1-A

WAH01 - HOEKSEMA, WENDY A

CLERK	DD3536	01/04/2025	01/10/2025	Open	1,178.65	983.66	
CLERK		Pay Code	Distribution	Rate	Hours	OT Hours	Amount
SALARY		SALARY	101-215-702	0.31	0.00	0.00	1,178.65
11/20/24		Totals:			0.00	0.00	1,178.65

30,645 / 1,178.65

31,600; eff. 5/8 46,600

RETIREMENT: JOHN HANCOCK	DD3559	01/24/2025	01/24/2025	Open	1,178.65	983.66	
		Pay Code	Distribution	Rate	Hours	OT Hours	Amount
		SALARY	101-215-702	0.31	0.00	0.00	1,178.65
		Totals:			0.00	0.00	1,178.65

	DD3572	02/01/2025	02/07/2025	Open	1,398.65	1,140.68	
		Pay Code	Distribution	Rate	Hours	OT Hours	Amount
		SALARY	101-215-702	0.31	0.00	0.00	1,178.65
		SALARY	101-410-703	220.00	0.00	0.00	220.00
		Totals:			0.00	0.00	1,398.65

	DD3606	02/15/2025	02/21/2025	Open	1,178.65	973.26	
		Pay Code	Distribution	Rate	Hours	OT Hours	Amount
		SALARY	101-215-702	0.31	0.00	0.00	1,178.65
		Totals:			0.00	0.00	1,178.65

	DD3617	03/01/2025	03/07/2025	Open	1,178.65	973.26	
		Pay Code	Distribution	Rate	Hours	OT Hours	Amount
		SALARY	101-215-702	0.31	0.00	0.00	1,178.65
		Totals:			0.00	0.00	1,178.65

	DD3650	03/15/2025	03/21/2025	Open	1,178.65	973.26	
		Pay Code	Distribution	Rate	Hours	OT Hours	Amount
		SALARY	101-215-702	0.31	0.00	0.00	1,178.65
		Totals:			0.00	0.00	1,178.65

	DD3668	03/29/2025	04/04/2025	Open	1,178.65	973.26	
		Pay Code	Distribution	Rate	Hours	OT Hours	Amount
		SALARY	101-215-702	0.31	0.00	0.00	1,178.65
		Totals:			0.00	0.00	1,178.65

	DD3701	04/12/2025	04/18/2025	Open	1,215.38	1,001.22	
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# Exhibit 1-A

Pay Code	Distribution	Rate	Hours	OT Hours	Amount
SALARY	101-215-702	-	0.00	0.00	1,215.38
Totals:			0.00	0.00	1,215.38

DD3717	04/26/2025	05/02/2025	Open	1,215.38	1,001.22	
Pay Code	Distribution	Rate	Hours	OT Hours	Amount	
SALARY	101-215-702	-	0.00	0.00	1,215.38	
Totals:			0.00	0.00	1,215.38	

DD3756	05/11/2025	05/16/2025	Open	1,792.31	1,440.26	
Pay Code	Distribution	Rate	Hours	OT Hours	Amount	
SALARY	101-215-702	-	0.00	0.00	1,792.31	
Totals:			0.00	0.00	1,792.31	

# Exhibit 1-B

WAH01 - HOEKSEMA, WENDY A

DD3780	05/25/2025	05/30/2025	Open	2,154.81	1,716.12		
	Pay Code	Distribution	Rate	Hours	Hours	Amount	Repay amt
	SALARY	101-101-703	25.00	2.00	0.00	50.00	50.00
	SALARY	101-215-702	-	0.00	0.00	1,792.31	
	SALARY	101-276-703	25.00	6.00	0.00	150.00	150.00
	SALARY	208-756-703	25.00	6.50	0.00	162.50	162.50
	Totals:			14.50	0.00	2,154.81	

DD3825	06/08/2025	06/13/2025	Open	1,954.81	1,563.92		
	Pay Code	Distribution	Rate	Hours	Hours	Amount	Amount
	SALARY	101-215-702	-	0.00	0.00	1,792.31	
	SALARY	101-276-703	25.00	3.00	0.00	75.00	75.00
	PARK	208-756-703	25.00	3.50	0.00	87.50	87.50
	Totals:			6.50	0.00	1,954.81	

DD3848	06/22/2025	06/27/2025	Open	2,117.31	1,687.58		
	Pay Code	Distribution	Rate	Hours	Hours	Amount	Amount
Twn Brd	SALARY	101-101-703	25.00	9.00	0.00	225.00	225.00
	SALARY	101-215-702	-	0.00	0.00	1,792.31	
	SALARY	101-276-703	25.00	2.00	0.00	50.00	50.00
	SALARY	208-756-703	25.00	2.00	0.00	50.00	50.00
	Totals:			13.00	0.00	2,117.31	

DD3879	07/06/2025	07/11/2025	Open	2,017.31	1,611.48		
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Exhibit 1-B

Pay Code	Distribution	Rate	Hours	OT Hours	Amount	Amount
SALARY	101-101-703	25.00	5.00	0.00	125.00	125.00
SALARY	101-215-702	-	0.00	0.00	1,792.31	
SALARY	101-276-703	25.00	1.00	0.00	25.00	25.00
SALARY	208-756-703	25.00	3.00	0.00	75.00	75.00
Totals:			9.00	0.00	2,017.31	
DD3919	07/20/2025	07/25/2025	Open	2,067.31	1,649.53	
Pay Code	Distribution	Rate	Hours	OT Hours	Amount	Amount
SALARY	101-101-703	25.00	4.00	0.00	100.00	100.00
SALARY	101-215-702	-	0.00	0.00	1,792.31	
SALARY	101-276-703	25.00	2.00	0.00	50.00	50.00
SALARY	101-400-703	25.00	2.00	0.00	50.00	50.00
PARK	208-756-703	25.00	3.00	0.00	75.00	75.00
Totals:			11.00	0.00	2,067.31	
DD3932	08/03/2025	08/08/2025	Open	2,067.31	1,565.78	
Pay Code	Distribution	Rate	Hours	OT Hours	Amount	Amount
SALARY	101-101-703	25.00	2.00	0.00	50.00	50.00
SALARY	101-215-702	-	0.00	0.00	1,792.31	
SALARY	101-276-703	25.00	3.00	0.00	75.00	75.00
PARK	208-756-703	25.00	6.00	0.00	150.00	150.00
Totals:			11.00	0.00	2,067.31	
DD3959	08/17/2025	08/22/2025	Cleared	1,967.31	1,489.68	

Exhibit 1-B

Pay Code	Distribution	Rate	Hours	OT Hours	Amount	Amount	
	101-215-702	46,600.00	0.00	0.00	1,792.31		
	208-756-703	25.00	2.00	0.00	50.00	50.00	
	101-101-703	25.00	5.00	0.00	125.00	125.00	
Totals:			7.00	0.00	1,967.31		
DD3996	08/31/2025	09/05/2025	Cleared	2,017.31	1,529.82		
	101-215-702	46,600.00	0.00	0.00	1,792.31		
zoning	HOURLY	101-410-703	225.00	1.00	0.00	225.00	OK -
Totals:			1.00	0.00	2,017.31		
DD4030	09/15/2025	09/19/2025	Cleared	2,117.31	1,605.93		
	101-215-702	46,600.00	0.00	0.00	1,792.31		
	208-756-703	25.00	2.00	0.00	50.00	50.00	
	101-101-703	25.00	11.00	0.00	275.00	275.00	
Totals:			13.00	0.00	2,117.31		
DD4064	09/28/2025	10/03/2025	Cleared	2,192.31	1,663.00		
	101-215-702	46,600.00	0.00	0.00	1,792.31		
zoning	HOURLY	101-410-703	225.00	1.00	0.00	225.00	OK -
	208-756-703	25.00	2.00	0.00	50.00	50.00	
zoning	HOURLY	101-410-703	25.00	5.00	0.00	125.00	? 125.00

Exhibit 1-B

Totals:				8.00	0.00	2,192.31	
DD4094	10/12/2025	10/17/2025	Cleared	1,842.31	1,396.66		
					OT		
Pay Code	Distribution	Rate		Hours	Hours	Amount	Amount
	101-215-						
SALARY	702	46,600.00		0.00	0.00	1,792.31	
	208-756-						
PARK	703	25.00		2.00	0.00	50.00	50.00
Totals:				2.00	0.00	1,842.31	
DD4127	10/26/2025	10/31/2025	Cleared	2,192.31	1,663.01		
					OT		
Pay Code	Distribution	Rate		Hours	Hours	Amount	Amount
	101-215-						
SALARY	702	46,600.00		0.00	0.00	1,792.31	
	101-101-						
HOURLY	703	25.00		16.00	0.00	400.00	400.00
Totals:				16.00	0.00	2,192.31	
DD4151	11/09/2025	11/14/2025	Cleared	1,792.31	1,358.60		
					OT		
Pay Code	Distribution	Rate		Hours	Hours	Amount	Amount
	101-215-						
SALARY	702	46,600.00		0.00	0.00	1,792.31	
Totals:				0.00	0.00	1,792.31	
DD4182	11/23/2025	11/28/2025	Cleared	2,006.06	1,521.27		
					OT		
Pay Code	Distribution	Rate		Hours	Hours	Amount	Amount
	101-215-						
SALARY	702	46,600.00		0.00	0.00	1,792.31	
	208-756-						
PARK	703	25.00		1.00	0.00	25.00	25.00
	101-101-						
HOURLY	703	25.00		7.55	0.00	188.75	188.75
Totals:				8.55	0.00	2,006.06	

Exhibit 1-B

DD4207	12/07/2025	12/12/2025	Cleared	1,792.31	1,397.13		
					OT		
Pay Code	Distribution	Rate		Hours	Hours	Amount	Amount
	101-215-						
SALARY	702	46,600.00		0.00	0.00	1,792.31	
Totals:				0.00	0.00	1,792.31	

DD4237	12/21/2025	12/26/2025	Cleared	1,792.31	1,397.13		
					OT		
Pay Code	Distribution	Rate		Hours	Hours	Amount	Amount
	101-215-						
SALARY	702	46,600.00		0.00	0.00	1,792.31	
Totals:				0.00	0.00	1,792.31	

2,963.75

# MEMORANDUM

TO: Whitewater Township Board of Trustees  
FROM: Jill Koester, Treasurer  
DATE: April 22, 2026  
RE: Authorization to File Surety Bond Claim for Clerk's Unauthorized Payroll and Related Costs

## PURPOSE

The purpose of this memorandum is to request authorization from the Whitewater Township Board of Trustees to file a claim on the Township's surety bond with U.S. Specialty Insurance Company to recover losses resulting from unauthorized wages paid to the Township Clerk, as well as associated meeting costs and attorney fees incurred to date.

## WHAT IS A SURETY BOND?

A surety bond is a form of financial protection that a government entity, such as a township, carries to safeguard public funds against losses caused by dishonest, fraudulent, or unauthorized acts of its officials and employees. In the context of local government, elected and appointed officials – including clerks - are typically required to be bonded precisely because they handle public money and exercise financial authority on behalf of taxpayers.

The bond involves three parties: the Township (the obligee, or the party protected), the bonded official or employee (the principal), and the insurance/surety company (the guarantor). If a bonded individual commits an act that results in a financial loss to the Township, the surety company is obligated to compensate the Township for that loss, up to the bond's coverage limit. The clerk is bonded for up to \$10,000.

## WHY THIS SITUATION WARRANTS A SURETY BOND CLAIM

The circumstances giving rise to this claim are precisely the type of situation a surety bond is designed to address. The Township Clerk, as a bonded public official entrusted with responsibilities over Township operations and finances, received wages that were not properly authorized. This constitutes a direct financial loss to the Township resulting from the unauthorized actions of a bonded official.

Filing a surety bond claim is the appropriate and intended mechanism for the Township to recover these funds. Failing to pursue this remedy would leave taxpayers bearing the cost of losses that the Township's bond coverage exists specifically to prevent. It is both a fiscally responsible and procedurally proper course of action for the Board to authorize.

## BACKGROUND

It has been determined that the Whitewater Township Clerk received unauthorized wages that were not properly approved in accordance with Township policies and procedures. The Township has also incurred additional costs related to meetings and legal counsel in connection with addressing this matter. The Township Treasurer is prepared to move forward with filing the surety bond claim upon the Board's approval.

## **CLAIM SUMMARY**

The following costs are included in the surety bond claim:

- **Unauthorized wages paid to Township Clerk:** \$2,963.75 (exact amount)
- **Meeting costs:** Approximately \$2,000 to date – final amount to be confirmed upon completion
- **Attorney fees:** Approximately \$3,000 to date – final amount to be confirmed upon completion

## **REQUESTED ACTION**

The Township Treasurer respectfully requests that the Board of Trustees authorize the Township Treasurer to file a claim on the surety bond with the Township's insurance company for the unauthorized wages of \$2,963.75, plus approximate meeting costs and attorney fees incurred to date, and all future costs incurred, up to the full bonded amount of \$10,000.

Respectfully submitted,

Jill Koester  
Treasurer

## **Suggested Motion:**

*I move to authorize the Township Treasurer to submit a surety bond claim regarding the unauthorized compensation payments identified by audit findings and all associated meeting and legal costs related to this matter.*



Date: 5-15-26

To: U.S. Specialty Insurance Company C/O Municipal Underwriters of West MI Inc.

From: Whitewater Township Treasurer, Jill Koester

Re: Notice of Claim

To Whom it May Concern,

The Whitewater Township hereby provides formal notice of a claim under the Public Official Bond issued for Wendy Hoeksema, serving in the capacity of Township Clerk.

**1. Bonded Official and Coverage**

- Official: Wendy Hoeksema
- Position: Clerk
- Bond Number: U24POB150639-01
- Coverage Period: 11-20-2024 to 11/20/2028

**2. Nature of the Loss** The Township has identified unauthorized payments made by the bonded official to herself in the form of hourly wages that were not approved by the Township Board and are not permitted under the Township’s compensation structure.

The official is a salaried elected officer. Compensation for elected officials is established exclusively by resolution of the Township Board pursuant to Michigan law governing township compensation authority. No resolution, policy, or contractual authorization exists permitting the additional hourly compensation that was paid.

**3. Factual Findings** The unauthorized compensation was first identified internally by the Township Treasurer during routine review of payroll records. The findings were subsequently reviewed and corroborated by a Township Trustee with budget oversight responsibilities and subsequently investigated and verified by the Township Supervisor.

Independently, an audit conducted by Maner Costerisan—engaged to review payroll and payroll tax compliance due to unrelated concerns—confirmed these findings during the same general timeframe.

The audit determined the following:

- The official issued payments to herself totaling \$2,963.75 in additional hourly compensation, covering the period from approximately mid-May 2025 through December 2025.
- These payments were processed outside the scope of approved salary and without Board authorization.
- The payments were characterized as compensation for duties the official deemed outside her statutory responsibilities; however, no formal approval or compensation framework exists to support this classification.
- The disbursements were made using Township funds under the official's control or influence.

A copy of the independent audit report is attached as Exhibit 1A and 1B.

**4. Policy and Governance Violations** The actions described above constitute violations of:

- Township compensation resolutions governing elected officials
- Established internal financial controls and approval processes
- Fiduciary obligations associated with the handling of public funds

**5. Demand for Repayment** The Township, by formal Board motion, demanded full reimbursement of the unauthorized payments and established a specific deadline for repayment. As of the date of this notice, no repayment has been received.

Documentation of the Board motion and meeting minutes reflecting this demand are attached as Exhibit 2.

**6. Characterization of Loss** The Township considers these actions to constitute misappropriation of public funds within the meaning of the Public Official Bond. The loss is direct, quantifiable, and supported by both internal review and independent audit findings.

**7. Claim Amount** Direct unauthorized compensation: \$2,963.75

The identified amount reflects transactions from approximately mid-May 2025 through December 2025.

Additional consequential losses incurred by the Township as a direct result of addressing the misconduct include:

- Special meeting costs (two meetings): approximately \$2,000
- Legal fees incurred to date: approximately \$3,000
- Ongoing legal expenses: continuing and not yet fully quantified

**Total known loss to date:** approximately \$7,963.75

The Township asserts that these additional costs are a direct and proximate result of the bonded official's actions and requests that they be considered as part of this claim to the fullest extent allowable under the bond.

(All amounts are subject to adjustment as additional unauthorized payments or related costs are identified and documented.)

**8. Supporting Documentation** The Township provides the following documentation in support of this claim:

- Exhibit 1A & 1B: Independent Audit Report
- Exhibit 2: Demand for Repayment Motion
- Exhibit 3: Payroll Records and communications
- Exhibit 4: Township Compensation Resolution(s)
- Exhibit 5: Relevant Board Meeting Minutes

Additional documentation will be provided upon request.

**9. Request for Action** The Township respectfully requests that the surety:

- Acknowledge this claim and assign a claim number
- Initiate a formal investigation
- Advise of any additional documentation required
- Proceed with indemnification under the bond for the verified loss

Please direct all correspondence regarding this matter to:

Jill Koester  
Whitewater Township Treasurer  
PO Box 100  
Williamsburg, MI 49690  
[Treasurer@whitewatertownshipmi.gov](mailto:Treasurer@whitewatertownshipmi.gov)  
231-267-5141 ext. 22

The Township reserves all rights to pursue additional civil remedies and to refer this matter to appropriate authorities.

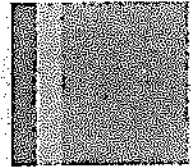
Sincerely,

Jill Koester  
Township Treasurer

Municipal Underwriters of West MI Inc.

4171 Wolverine Drive  
Williamsburg, MI 49690

Toll Free 888-883-6391



November 5, 2024

Dear Par Plan Member:

Enclosed you will find your Public Officials Bonds which are effective from 11/20/2024 to 11/20/2028.. The Par Plan proudly was the first program in Michigan to provide statutory Public Officials Bonds at no additional charge to all Township's.

The Bonds are written by position so the name of the obligee is not required. Please review the positions and amounts at the top of the Bond. If you have further questions please do not hesitate to contact me at 888-883-6391.

Warm regards,

A handwritten signature in black ink, appearing to read "Paul W. Olson", with a long horizontal flourish extending to the right.

Paul W. Olson  
Municipal Underwriters of West MI Inc.



# U.S. Specialty Insurance Company PUBLIC OFFICIALS BOND PLAN

PUBLIC OFFICIAL POSITION BOND NUMBER: U24POB150639-01

## SCHEDULE FOR ENTITY WHITEWATER TOWNSHIP- GRAND TRAVERSE:

Position	Number In Position	Amount Per Person	Total Aggregate Per Person
CLERK	1	\$10,000	\$10,000
CONSTABLE	1	\$10,000	\$10,000
DEPUTY CLERK	1	\$10,000	\$10,000
DEPUTY TREASURER	1	\$15,000	\$15,000
SUPERVISOR	1	\$5,000	\$5,000
TREASURER	1	\$25,000	\$25,000

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Surety, is held and firmly bound unto WHITEWATER TOWNSHIP as Oblige, in the penal sum equal to the aggregate of the amounts set opposite the positions listed in the attached Schedule, as Principals, or added thereto by acceptance as hereinafter set forth, for the payment of which the Surety binds itself, its successors and assigns, firmly by these presents.

Whereas, the persons in the positions listed in the Schedule have been elected or appointed by the Oblige and have been required to file bond conditioned as follows.

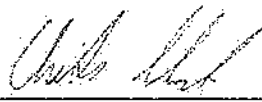
The condition of this obligation is such that if each person in the positions listed in the Schedule or added thereto shall save and keep harmless and indemnify the Oblige from all actions, suits, costs, damages, loss and expense by reason of malfeasance or nonfeasance in the faithful performance of their public duties, then this obligation to be void, otherwise to remain in full force and effect, subject to the following conditions.

1. The liability of the Surety for each position in the Schedule, or added thereto, will not exceed the amount set opposite the position as applicable to each person in that position.
2. If the Oblige requests the Surety to add to the Schedule any position not already shown therein, or adjust the number of persons shown in that position, or any other change, and the Surety agrees to do so, the Surety will add the position or effect the change in the Schedule by written acceptance setting forth the applicable penal amount or other relevant change and effective date of suretyship.
3. Either the Oblige or Surety may cancel this bond as an entirety or as to any person or position in the Schedule by written notice served upon or sent by certified mail to the other, specifying the cancellation effective date, but not less than 30 days after the receipt of such notice.

This bond shall apply to all acts of the principals in the performance of their public duties for the term of office beginning on 11/20/2024 and ending on 11/20/2028.

SIGNED, SEALED AND DATED 10/15/2024

Surety: U.S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040

By:   
Attorney-in-Fact, Christopher Skarinka  
1700 Opdyke Court  
Auburn Hills, MI 48326