

RAY TOWNSHIP BOARD OF TRUSTEES  
MEETING MINUTES  
TUESDAY, MARCH 15, 2022 AT 7:00 P.M.  
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Location: Ray Township Hall  
64255 Wolcott, Ray, MI 48096

Present: Joe Jarzyna, Supervisor  
Lori Lascoe, Clerk  
Betty Grader, Trustee  
Doug Stier, Trustee

Absent: Betsy Bart, Treasurer

Also Present: 31 residents

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES & ROLL CALL.  
Supervisor Jarzyna called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited. Clerk Lascoe called roll; Jarzyna, Lascoe, Grader and Stier were present. Treasurer Bart was absent.
2. APPROVAL OF AGENDA  
Clerk Lascoe added agenda item 11. 1) Reimbursement of Assessors class  
**MOTION by Stier supported by Grader to approve the agenda as revised.**  
**MOTION carried.**
3. CORRESPONDENCES:
  - a. Village of Romeo, Re: Special Land Use for 15355 32 Mile Road
  - b. Macomb County Road Commission; Bridge Superstructure Replacements:
    - 26 Mile Road between Broughton & Ray Center, project start 4-15-22 to 7-12-22
    - 31 Mile Road between Hartway & North Avenue, project start 3-21-22 to 5-26-22**MOTION by Stier supported by Grader to receive and file the correspondence.**  
**MOTION carried.**
4. PUBLIC COMMENTS: - For Agenda Items  
Supervisor Jarzyna asked if anyone would like to speak regarding the agenda items to come to the podium.  
  
Terry Goike, 21122 32 Mile Road, thanked Chief Jim DiMaria for his years of service to the Township. She thanked Joe and Betty for meeting with her and Jim Jerse regarding the library lease. Further stated she was not able to attend the public hearing and had questions about the budget.
5. APPROVAL OF MINUTES – February 15, 2022  
Lascoe stated she had a correction on page 2 regarding the minutes, there was a typo on the year and on page 7 regarding the price on the Master Plan proposal, the cost is \$6,600.00.  
**MOTION by Grader supported by Lascoe to approve the minutes from February 15, 2022 as corrected.**  
**MOTION carried.**
6. BUDGET MODIFICATIONS  
Trustee Stier explained Treasurer Bart’s budget modifications dated March 15, 2022 as provided in the Board packet.  
**MOTION by Stier supported by Lascoe to approve the budget modifications as submitted.**  
**MOTION carried.**
7. APPROVAL OF BILLS AND UNKNOWN REMAINING BILLS FY-2021-2022  
Trustee Stier stated the bills list totals \$95,016.67 through March 8<sup>th</sup>, 2022.  
**MOTION by Grader supported by Stier to approve the bills list for \$95,016.67 through March 15, 2022 as submitted and any remaining bills for fiscal year 2021-2022.**  
**MOTION carried.**

**MOTION by Lascoe supported by Stier to pay any remaining bills through March 31, 2022.  
MOTION carried.**

8. OFFICER'S REPORTS

a. Supervisor Jarzyna stated the Board of Review has to be in session for a total of 12 hours. He stated they had meetings on March 14 & 15 and the last meeting will be tomorrow, March 16, 2022 from 9:00 a.m. to 12:00 p.m.

b. Clerk Lascoe reported on February 22, 2022 she received the executed Fiscal Agency Agreement from the Library Board.

Lascoe reported the Planning Commission held a meeting on March 8<sup>th</sup>, 2022 which included a public hearing for the Zoning Ordinance amendment and a rezoning request which both items are on the agenda for the Boards consideration.

Lascoe explained the Planning Commission started the kick-off of the Master Plan update and the required notices were sent to Macomb County the surrounding communities and the utility companies. The Master Plan survey is on the Township website and has been shared on the Township Facebook page for residents to take the online survey, paper copies are also available in the office.

c. Treasurer Bart was absent.

Jarzyna stated the taxes are finished and the Treasurer is in the process of reconciling with the County.

d. Trustees Grader and Stier stated they had nothing to report.

**MOTION by Stier supported by Grader to receive and file the Officers Reports.  
MOTION carried.**

10. DEPARTMENT REQUEST/REPORTS

- a. Assessing Report
- b. Budget Report
- c. Building Department
- d. Fire Department Report
- e. Library Report
- f. Senior Report
- g. SMART/Richmond Lenox EMS Report

**MOTION by Lascoe supported by Stier to receive and file the February 2022 Department Reports.  
MOTION carried.**

11. UNFINISHED BUSINESS

a. 26 Mile Road and Hayes Road Intersection Improvements by MCRC

Jarzyna stated he reached out to County Commissioner Don Brown about the Department of Roads looking at the population of Ray compared to the other Townships. Brown advised the Department of Roads still says the cost is a split.

Grader asked if there is a different cost for Ray?

Jarzyna stated no.

Grader asked if the improvement would be in calendar year 2023?

Lascoe asked if the other municipalities initiated the improvements for the intersection.

Jarzyna stated the Department of Roads set the timeline.

Grader asked how much would it cost if the Township borrowed the money?

Jarzyna advised the interest rate is 3.5%

Stier stated the Department of Roads did the traffic study and the numbers do not warrant a traffic light to their standards at this time. He stated we know the intersection is bad. He suggested tabling the item now and let Commissioner Brown continue to work to get the funding for the intersection improvement.

Grader read in the paper that the Macomb County Executive stated there is more money coming into the county all the time.

**MOTION by Grader supported by Lascoe to table 26 Mile and Hayes Road Intersection Improvements MCRC for 9 months until December 2022.**

**MOTION carried.**

12. NEW BUSINESS

a. Receipt of Fiscal Agency Agreement with Library

Lascoe stated she received the executed agreement from the Library Board on February 22, 2022.

**MOTION by Lascoe supported by Stier to receive and file the Fiscal Agency Agreement with the Library.**

**MOTION carried.**

b. Fiscal Year 2022-2023 Budget Approval; General Operating, Fire and Building, Resolutions: Restrict General Funds to Operate the Township–2022-03, Restrict Fire General Funds to Operate Fire & Rescue-2022-04, Restrict Equipment Funds to Operate Fire & Rescue-2022-05 and Township Officers Salary-2022-06

**MOTION by Lascoe supported by Stier to approve the Fiscal Year 2022-2023 Budget for the General Operating, Fire and Building as submitted.**

**FOR THIS MOTION:                      Yes: Lascoe, Stier, Grader, Jarzyna  
   Absent: Bart**

**MOTION carried.**

**MOTION by Stier supported by Grader to approve the Resolution to Restrict General Funds to Operate the Township – Resolution 2022-03 as follows:**

**RESOLUTION TO RESTRICT GENERAL FUNDS  
TO OPERATE THE TOWNSHIP  
Resolution Number: 2022-03**

**Whereas: That this resolution will restrict the general funds allotted to operate the Township Budget between April 1, 2022 - November 30, 2022.**

**Whereas: That estimated amount to be restricted is \$522,329.00.**

**Now, Therefore, be it hereby resolved: That as of April 1, 2022 the Township will reserve funds in the amount of \$522,329.00 to cover the anticipated operational cost incurred by the Township until November 30, 2022.**

**For this Resolution:    Yes: Stier, Lascoe, Grader, Jarzyna  
   No: None  
   Absent: Bart**

**The Clerk declared the resolution adopted.**

**MOTION by Grader supported by Lascoe to approve Resolution to Restrict General Funds to Operate the Township – Resolution 2022-04 as follows:**

**RESOLUTION TO RESTRICT FIRE GENERAL FUNDS  
TO OPERATE THE TOWNSHIP FIRE AND RESCUE  
Resolution Number: 2022-04**

**Whereas: That is resolution will restrict the general operating funds allotted to operate the Fire and Rescue Budget between April 1, 2022 - November 30, 2022.**

Whereas: That estimated amount to be restricted is \$245,733.00

Now, Therefore, be it hereby resolved: that as of April 1, 2022 the Township Fire and Rescue will reserve funds in the amount of \$245,733.00 to cover the anticipated operational cost incurred by the Township Fire and Rescue until November 30, 2022.

**For this Resolution: Yes: Grader, Lascoe, Stier, Jarzyna**  
**No: None**  
**Absent: Bart.**

**The Clerk declared the resolution adopted.**

**MOTION by Stier supported by Grader to approve Resolution to Restrict Equipment Funds to Operate the Township Fire and Rescue – Resolution 2022-05 as follows:**

**RESOLUTION TO RESTRICT EQUIPMENT FUNDS  
TO OPERATE THE TOWNSHIP FIRE AND RESCUE  
Resolution Number: 2022-05**

Whereas: That is resolution will restrict the equipment funds allotted to operate the Fire and Rescue Budget between April 1, 2022 - November 30, 2022.

Whereas: That estimated amount to be restricted is \$163,826.00.

Now, Therefore, be it hereby resolved: that as of April 1, 2022 the Township will reserve funds in the amount of \$163,826.00 to cover the anticipated equipment cost incurred by the Township until November 30, 2022.

**For this Resolution: Yes: Stier, Grader, Lascoe, Jarzyna**  
**No: None**  
**Absent: Bart**

**The Clerk declared the resolution adopted.**

**MOTION by Stier supported by Lascoe to approve Resolution to Establish Township Officers Salary – Resolution 2022-06 as follows:**

**RESOLUTION TO ESTABLISH TOWNSHIP OFFICERS SALARY  
Resolution Number: 2022-06**

**BE IT RESOLVED:** that this resolution is subject to MCLA 41.95(3). In a Township that does not hold an annual meeting; the salary for officers composing the Township Board shall be determined by the Township Board.

**BE IT RESOLVED:** That as April 1, 2022 the salaries of the Township Board Members shall be as follows:

**Supervisor: \$37,437.00 + \$350.00/month medical inclusive of assessing duties**

**Clerk: \$37,437.00 + \$350.00/month medical inclusive of election duties**

**Treasurer: \$37,437.00 + \$350.00/month medical inclusive of winter & summer tax collection**

**Trustee: \$6,502.00 each.**

**For this Resolution: Yes: Stier, Lascoe, Grader, Jarzyna**  
**No: None**  
**Absent: Bart**

**The Clerk declared the resolution adopted.**

- c. Request approval of Employee Manual Appendix 1, 2 and 10.  
Lascoe stated Appendix 1 is the Compensation Schedule, Appendix 2 is the Assessors benefits and Appendix 10 is the Accounting benefits of the employee manual.

**MOTION by Stier supported by Lascoe to approve the Employee Manual Appendix 1, 2 and 10 as submitted.**

**FOR THIS MOTION: Yes: Stier, Lascoe, Grader, Jarzyna**  
**No: None**  
**Absent: Bart**

**MOTION carried.**

- d. Acceptance of Fire Chief DiMaria letter of retirement

**MOTION by Stier supported by Lascoe to accept Fire Chief Jim DiMaria's letter of retirement on March 31<sup>st</sup> 2022.**

**FOR THIS MOTION:**

**Yes: Stier, Lascoe, Grader, Jarzyna**

**No: None**

**Absent: Bart**

**MOTION carried.**

Lascoe thanked Chief Jim DiMaria for his dedication and years of service to the community.

Chief DiMaria stated he has been on the department for 47 years.

Stier thanked Fire Chief Jim DiMaria for his 47 years of service to Ray Township.

Grader also thanked Chief Jim DiMaria for his service.

- e. Advertise for Fire Chief position.

Trustee Stier asked Chief DiMaria for places to advertise the Fire Chief position.

DiMaria suggested the Macomb County Chiefs Association.

**MOTION by Stier supported by Grader to advertise the Fire Chief position on the MML, MTA, MITN and on the Macomb County Chief's Association websites.**

**MOTION carried.**

- f. Public & Employee covid temperature screening

Jarzyna stated the CDC guidelines have been lifted and suggested discontinuing the screening at this time.

**MOTION by Stier supported by Lascoe to discontinue the public & employee covid temperature screening, until such time that it may need to be re-instated.**

**MOTION carried.**

- g. Southeast Michigan Building Officials & Inspectors Association membership renewal

Jarzyna recommended the reimbursement of \$120.00 to the Building Official and explained the total cost is being split with Lenox Township as shown in the Board packet.

**MOTION by Stier supported by Grader to reimburse Dennis Lemieux \$120.00 for the SEMBOIA Inc. membership renewal.**

**MOTION carried.**

- h. Confirmation of Supervisor phone poll for 2022 Limestone Application

Jarzyna stated the Road Commission will not accept the limestone for the Chubb subdivision since the semis are not able to drive down the streets. Further confirmed the phone poll for the 2022 limestone application to include Hartway from 30 Mile Road to 31 Mile Road.

**MOTION by Stier supported by Lascoe to confirm the Supervisors phone poll for the 2022 limestone application to include Hartway from 30 Mile Road to 31 Mile Road.**

**MOTION carried.**

- i. Planning Commission recommendation for Rezoning from Agricultural-Residential (R-1) to Industrial (I-1) for 58250 North Avenue, Parcel 21-05-36-100-020; located on the east side of North Avenue between 26 & 27 Mile Roads, Section 36. Tyler Velger, Applicant.

Lascoe stated the Planning Commission held the public hearing on March 8, 2022 and recommended approval to the Township Board for the rezoning.

Stier asked if the property is due north of the Township owned parcel?

Jarzyna stated the Township owned parcel is due north of this parcel.

**MOTION by Lascoe supported by Grader to Rezone Parcel 21-05-36-100-020 from Agricultural-Residential (R-1) to Industrial (I-1) for 58250 North Avenue which is located on the east side of North Avenue between 26 & 27 Mile Roads, Section 36. Tyler Velger, Applicant.**

**FOR THIS MOTION:                   Yes: Lascoe, Grader, Stier, Jarzyna  
  No: None  
  Absent: Bart**

**MOTION carried.**

- j. Planning Commission recommendation for Amendments to Ray Township Zoning Ordinance #36; Amend Article 3001, Definitions: Small-scale Nursery Grower, Nursery Grower, Building Height, Animal Unit. Amend Article 218, Temporary Structures, Amend Article 200 A, 200 6 d and 200-A-6-b, Accessory Structures, Amend Article 1815 H, Fences and Walls, Amend Article 304, Map, Tree and Shrub Nurseries, Amend Article 222 – Height exceptions, Height Exception, Amend Article 223 – Temporary Dumpsters, Dumpsters at Construction Sites, Amend Article 2900 C, Certificates of Zoning Compliance, Amend Article 2900 D, Building Permits, Wells, Amend Article 2110 and 2205, Engineering Reviews, Amend Article 1700 S 4 g, Agricultural Tourism, Amend Article 2500 A 7, Private Roads, Amend Article 2108 1, Financial Guarantees, Amend Article 201 – Keeping of Animals, Keeping of Animals, Amend Article 402 E (Storage) and 502 E – Storage

Lascoe stated the public hearing was held by the Planning Commission on March 8, 2022 and the Board received the amended language with the only change on page 7, keeping of animals. Further explained Section 201 - Keeping of Animals (A) was revised from the public hearing to read as follows: “In all districts, the minimum required area for the keeping of any hooved ~~or other non-domesticated~~ animals shall be 90,000 square feet and shall be accessory to the primary residence.” Further the Planning Commission recommended approving the amendment to the ordinance.

**MOTION by Lascoe supported by Grader to approve the Amendments to the Ray Township Zoning Ordinance #36; Amend Article 3001, Definitions: Small-scale Nursery Grower, Nursery Grower, Building Height, Animal Unit. Amend Article 218, Temporary Structures, Amend Article 200 A, 200 6 d and 200-A-6-b, Accessory Structures, Amend Article 1815 H, Fences and Walls, Amend Article 304, Map, Tree and Shrub Nurseries, Amend Article 222 – Height exceptions, Height Exception, Amend Article 223 – Temporary Dumpsters, Dumpsters at Construction Sites, Amend Article 2900 C, Certificates of Zoning Compliance, Amend Article 2900 D, Building Permits, Wells, Amend Article 2110 and 2205, Engineering Reviews, Amend Article 1700 S 4 g, Agricultural Tourism, Amend Article 2500 A 7, Private Roads, Amend Article 2108 1, Financial Guarantees, Amend Article 201 – Keeping of Animals, Keeping of Animals, Amend Article 402 E (Storage) and 502 E – Storage.**

**MOTION carried.**

- k. Lease Agreement for library building

Jarzyna stated he spoke with the Township Attorney after the meeting with the library and some revisions were made to the lease agreement as requested. Further stated the insurance provisions were already covered.

**MOTION by Lascoe supported by Grader to rescind the Lease Agreement and replace the Revised Lease Agreement as provided by Township attorney, as follows:**

**LEASE AGREEMENT**

This Lease Agreement is made this 15th day of March, 2022, by and between the Township of Ray, a Michigan municipal corporation (“Landlord”) whose address is 64255 Wolcott Rd., Ray, MI 48096 and the Ray Township Public Library (“Tenant”) whose address is 64255 Wolcott Rd., Ray, MI 48096.

**WITNESSETH:**

**WHEREAS, Landlord is the fee titleholder of certain real property (“Property”) located in the Township of Ray, the common address of which is 64255 Wolcott Rd., Ray, MI 48096; and**

WHEREAS, Tenant is a public library created pursuant to and in accordance with Act 164, Public Acts of 1877, as amended; and

WHEREAS, Tenant desires to lease a portion of the Property currently occupied by a library building and a portion of the adjoining parking lot ("Leased Premises"); and

WHEREAS, Landlord agrees to lease the Leased Premises to Tenant pursuant to and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Landlord and Tenant agree as follows:

1. **TERM.** The term of this Lease Agreement shall be for a period of one (1) year commencing April 1, 2022. The term of the Agreement shall automatically renew for one (1) year on each anniversary date of the effective date of this Agreement unless either party provides a written notice of non-renewal six (6) months prior to the annual renewal date.

2. **RENT.** Tenant shall pay Landlord rent in the amount of One Thousand Two Hundred (\$1,200.00) dollars per year, including snow plowing and salt and for maintenance employee and the Township equipment needed to perform the duty including all payroll taxes, fuel, insurance and maintenance of the equipment. Rent shall be payable on the date of execution of this Agreement and on or before the date of each annual renewal.

3. **POSSESSION.** During the period of this Lease Agreement, Tenant shall have the exclusive control and possession of the areas of the Leased Premises and may utilize the Leased Premises for the limited purpose of conducting library operations. Tenant shall, upon termination of this Lease Agreement, return the Leased Premises to its original condition subject to ordinary wear and tear.

4. **INDEMNIFICATION.** To the extent permitted by law, Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, directors, employees and agents from any and all liability, loss, claims, demands, suits, costs, fees and expenses, including actual and reasonable attorneys' fees and expert witness fees, by whomever brought or alleged, arising out of or resulting from (1) Tenant's breach of this Lease Agreement or (2) Tenant's use of the Leased Premises.

5. **MAINTENANCE AND REPAIR OF LEASED PREMISES.** Tenant will, at its sole cost and expense, maintain the interior of the Leased Premises in good repair including, but not limited to, heating, ventilation, air conditioning, mechanical and electrical systems servicing the Leased Premises.

Landlord will, at its sole cost and expense, maintain the exterior and structure of the Leased Premises in good condition, including, but not limited to, landscaping, roof, structural walls, windows, exterior painting and exterior doors.

6. **UTILITIES.** Tenant shall provide for and pay all utilities attributable to Tenant's use of the Leased Premises.

7. **ALTERATIONS.** With the exceptions of required maintenance and repair by Tenant, Tenant shall not make any alterations to the Leased Premises without first obtaining written approval from Landlord. All alterations approved by Landlord shall be made at Tenant's sole cost and expense. Approved alterations shall be performed by a contractor(s) approved by Landlord. Tenant shall obtain and cause Tenant's contractors and subcontractors to obtain worker's compensation, general liability, personal and property damage insurance as required by Landlord.

8. **ACCESS TO LEASED PREMISES.** Landlord shall have the right to enter upon the Leased Premises at all reasonable business hours for the purpose of inspecting the Premises, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease Agreement, or making such maintenance or repairs which Landlord may elect to perform following Tenant's failure to do so.

9. **NOTICES.** Any notice or communication which Landlord or Tenant may provide to the other shall be given in writing and sent to the receiving party at the address listed in the introductory paragraph to this Lease Agreement or to such other address as the receiving party may provide to the sending party at any time during the term hereof.

10. **ASSIGNMENT BY TENANT.** Tenant may not assign any of its rights and/or obligations under this Lease without Landlord's express written consent, which consent will not be unreasonably withheld.

11. **ENTIRE AGREEMENT AND CONTROLLING LAW.** This Agreement shall constitute the entire agreement of the parties hereto. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Lease Agreement cannot be changed, modified or discharged except by an agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease Agreement on the day and date first above written.

Witness:

Landlord:

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Joseph Jarzyna, Supervisor  
Township of Ray

STATE OF MICHIGAN )

COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said County, personally appeared Joseph Jarzyna, to me personally known, who, being by me duly sworn, did sign the Lease Agreement.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

Tenant:

\_\_\_\_\_  
Ray Township Public Library  
By Theresa A. Goike  
Its Chairperson

STATE OF MICHIGAN )

COUNTY OF )

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said County, personally appeared Theresa Goike, Chairperson, to me personally known, who, being by me duly sworn, did sign the Lease Agreement.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

**FOR THIS MOTION:**    **Yes: Lascoe, Grader, Stier, Jarzyna**  
                                 **No: None**  
                                 **Absent: Bart**

**MOTION carried.**

1. Reimbursement of Assessor class– *Added to agenda*  
Jarzyna recommended the reimbursement of \$78.75 to Shawn Biernat, the Assessor for the required class and explained the total cost is being split with Kimball Township as shown in the Board packet.

**MOTION by Stier supported by Lascoe to reimburse \$78.75 for the assessors required class.**  
**MOTION carried.**

12. PUBLIC COMMENTS

Debbie Jensenius, 60400 Indian Trail, stated she would like to thank Chief Jim DiMaria for his service as Fire Chief to the community. She stated she hopes the Township can find someone that can carry on his legacy.

13. ADJOURNMENT

**MOTION by Stier supported by Grader to adjourn the meeting at 8:01p.m.**  
**MOTION carried.**

\_\_\_\_\_  
Joe Jarzyna, Supervisor

\_\_\_\_\_  
Lori R. Lascoe, MiPMC  
Clerk

\_\_\_\_\_  
Date

Lisa Hall, Recording Secretary