

TUSCARORA TOWNSHIP  
3546 S. Straits Hwy, Indian River, MI 49749  
October 8, 2024 7:00 PM REGULAR MEETING  
AGENDA

1. Call to order
2. Pledge to flag
3. Roll call
4. Board member conflict of interest statement (if applicable)
5. Public Comment on agenda items (3 minutes)
6. Approval of consent agenda
  - a. Bills
    - Bills
    - Sewer project bills Phases 1 and 2
  - b. Treasurer Report
  - c. Minutes
  - d. Reports:
    - DDA
    - FOIA
    - Parks
    - Police
7. Old business
  - a. Commerce Park Water Request
  - b. Airport Leases
  - c. County Planning Commission Parking lot requirements and PEI Agreement
8. New business
  - a. Sewer Change of Use Applications
  - b.
  - c.
9. Public comments (3 minutes)
10. Board comments
11. Adjournment

## **Bills/Invoices/Revenue & Expenditure Report**

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
9860	PERFORMANCE ENGINEERS, INC.	09/30/2024	10/31/2024	996.00	996.00	Open	N
9861	PERFORMANCE ENGINEERS, INC.	09/30/2024	10/31/2024	11,500.00	11,500.00	Open	N
Total for vendor 00544 - PERFORMANCE ENGINEERS, INC.:				12,496.00	12,496.00		
# of Invoices: 2 # Due: 2 Totals:				12,496.00	12,496.00		
# of Credit Memos: 0 # Due: 0 Totals:				0.00	0.00		
Net of Invoices and Credit Memos:				12,496.00	12,496.00		
--- TOTALS BY FUND ---							
101 - GENERAL FUND				12,496.00	12,496.00		
--- TOTALS BY DEPT/ACTIVITY ---							
265 - BUILDING AND GROUNDS				996.00	996.00		
901 - CIP				11,500.00	11,500.00		

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## INVOICE REGISTER REPORT FOR TUSCARORA TOWNSHIP

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EXP CHECK RUN DATES 10/09/2024 - 10/09/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
9801	ANAVON TECHNOLOGY GROUP	09/01/2024	09/01/2024	1,058.20	1,058.20	Open	Y
9802	ANAVON TECHNOLOGY GROUP	08/27/2024	09/30/2024	99.90	99.90	Open	Y
9810	ANAVON TECHNOLOGY GROUP	09/04/2024	09/19/2024	1,013.50	1,013.50	Open	Y
9854	ANAVON TECHNOLOGY GROUP	10/03/2024	11/03/2024	2,161.38	2,161.38	Open	Y
9856	ANAVON TECHNOLOGY GROUP	10/01/2024	10/01/2024	1,074.07	1,074.07	Open	Y
9858	ANAVON TECHNOLOGY GROUP	09/20/2024	10/05/2024	1,950.00	1,950.00	Open	Y
9859	ANAVON TECHNOLOGY GROUP	07/17/2024	09/27/2024	4,705.50	4,705.50	Open	Y
Total for vendor 00765 - ANAVON TECHNOLOGY GROUP LLC:				12,062.55	12,062.55		
9834	CAR QUEST AUTO PARTS	08/28/2024	09/28/2024	47.08	47.08	Open	Y
9831	CLASSIC CLEANING	08/30/2024	10/01/2024	547.50	547.50	Open	Y
9832	DHSERVICES LLC	09/24/2024	09/24/2024	2,500.00	2,500.00	Open	Y
9833	DHSERVICES LLC	09/26/2024	09/26/2024	15,675.00	15,675.00	Open	Y
Total for vendor 00711 - DHSERVICES LLC:				18,175.00	18,175.00		
9850	FRONTIER US	09/17/2024	10/17/2024	3,619.25	3,619.25	Open	Y
9851	FSM	08/16/2024	10/09/2024	3,538.59	3,538.59	Open	Y
9853	JENNA CORBIN	09/25/2024	10/31/2024	109.92	109.92	Open	Y
9808	MUNICIPAL EMP. RETIREMENT	09/30/2024	10/20/2024	12,769.14	12,769.14	Open	Y
9857	NORTHLAND BREWING COMPANY	10/04/2024	10/09/2024	4,000.00	4,000.00	Open	Y
9809	NYE UNIFORM COMPANY	09/25/2024	10/25/2024	291.66	291.66	Open	Y
9860	PERFORMANCE ENGINEERS, INC.	09/30/2024	10/31/2024	996.00	996.00	Open	N
9861	PERFORMANCE ENGINEERS, INC.	09/30/2024	10/31/2024	11,500.00	11,500.00	Open	N
Total for vendor 00544 - PERFORMANCE ENGINEERS, INC.:				12,496.00	12,496.00		
9835	PITNEY BOWES PURCHASE POWER	09/25/2024	10/22/2024	502.25	502.25	Open	Y
9806	STANDARD INSURANCE COMPANY	09/16/2024	10/01/2024	413.32	413.32	Open	Y
9852	STRIKER SUPPLY	09/23/2024	10/23/2024	2,170.00	2,170.00	Open	Y
9836	U.S. POSTAL SERVICE	10/01/2024	10/31/2024	120.00	120.00	Open	Y
9849	USIC LOCATING SERVICES, LLC	09/30/2024	10/30/2024	1,086.80	1,086.80	Open	Y
9804	VANS BUSINESS MACHINE	09/25/2024	10/25/2024	47.60	47.60	Open	Y
9855	WEX BANK	08/23/2024	09/13/2024	149.61	149.61	Open	Y
# of Invoices:		26	# Due:	26	Totals:	72,146.27	72,146.27
# of Credit Memos:		0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					72,146.27	72,146.27	



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INVOICE REGISTER REPORT FOR TUSCARORA TOWNSHIP

EXP CHECK RUN DATES 10/09/2024 - 10/09/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			41,639.30	41,639.30		
	207 - POLICE FUND			22,819.42	22,819.42		
	248 - DOWNTOWN DEVELOPMENT AUTHORI			6,170.00	6,170.00		
	271 - LIBRARY FUND			273.75	273.75		
	590 - SEWER FUND			1,243.80	1,243.80		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 -			109.92	109.92		
	101 - TOWNSHIP BOARD			6,504.10	6,504.10		
	253 - TREASURER			502.25	502.25		
	265 - BUILDING AND GROUNDS			22,983.34	22,983.34		
	301 - POLICE			22,819.42	22,819.42		
	536 - WATER AND SEWER SYSTEMS			1,133.88	1,133.88		
	728 -			6,170.00	6,170.00		
	751 - PARKS AND RECREATION			149.61	149.61		
	790 - LIBRARY			273.75	273.75		
	901 - CIP			11,500.00	11,500.00		

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## REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP

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PERIOD ENDING 09/30/2024

		2024-25	YTD BALANCE 09/30/2024	ACTIVITY FOR MONTH 09/30/2024	AVAILABLE BALANCE	% BDGT USED
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
Dept 000						
101-000-402.00	PROPERTY TAXES	302,353.26	0.00	0.00	302,353.26	0.00
101-000-410.00	CURRENT PP TAX	7,800.00	0.00	0.00	7,800.00	0.00
101-000-412.00	DELINQUENT PERSONAL PROPERTY TAX	200.00	0.00	0.00	200.00	0.00
101-000-426.00	SWAMP TAX/STATE LAND TAX	10,200.00	0.00	0.00	10,200.00	0.00
101-000-434.00	TRAILER PARK FEES	150.00	160.00	0.00	(10.00)	106.67
101-000-445.00	PENALTIES ON TAXES	0.00	89.11	0.00	(89.11)	100.00
101-000-447.00	TAX ADMINISTRATION FEE	93,000.00	32.50	0.00	92,967.50	0.03
101-000-448.00	STATE REIM. SUMMER TAX	9,200.00	0.00	0.00	9,200.00	0.00
101-000-451.00	SPECIAL ASSESSMENTS	38,500.00	0.00	0.00	38,500.00	0.00
101-000-477.00	CABLE FRANCHISE FEES	4,700.00	1,220.37	0.00	3,479.63	25.97
101-000-491.00	CEMETERY FEES - OPEN & CLOSE	6,000.00	600.00	300.00	5,400.00	10.00
101-000-491.01	CEMETERY FEES - FOUNDATIONS	2,500.00	582.00	0.00	1,918.00	23.28
101-000-492.00	RECYCLING PERMIT FEES	0.00	354.90	0.00	(354.90)	100.00
101-000-502.00	FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00
101-000-541.00	GRANT - STATE	0.00	0.00	0.00	0.00	0.00
101-000-566.00	STATE REC GRANT	0.00	0.00	0.00	0.00	0.00
101-000-573.00	LOCAL COMMUNITY STABILIZATION SHARE	650.00	0.00	0.00	650.00	0.00
101-000-574.00	STATE SHARED REVENUE - SALES/USE	337,360.00	57,221.00	0.00	280,139.00	16.96
101-000-576.00	SPEC ELECTION REIMB	0.00	0.00	0.00	0.00	0.00
101-000-626.00	CHARGES FOR SERVICES RENDERED	2,500.00	10,156.00	60.00	(7,656.00)	406.24
101-000-628.00	CHARGES FOR SERV. RENDERED, PARK	18,000.00	4,400.00	0.00	13,600.00	24.44
101-000-630.00	CHARGES FOR SERVICES - AIRPORT	1,500.00	500.00	30.00	1,000.00	33.33
101-000-642.00	CHARGES FOR CEMETERY GRAVE SITES	2,000.00	600.00	600.00	1,400.00	30.00
101-000-643.00	LAND SALES	0.00	2,000.00	0.00	(2,000.00)	100.00
101-000-644.00	VETERANS PIER BRICK PAVERS	0.00	0.00	0.00	0.00	0.00
101-000-665.00	INTEREST INCOME	8,000.00	0.00	0.00	8,000.00	0.00
101-000-666.00	DIVIDENDS	0.00	0.00	0.00	0.00	0.00
101-000-667.01	AIRPORT HANGER LEASE	5,500.00	822.00	308.00	4,678.00	14.95
101-000-670.02	MARINA PARK LEASE	0.00	0.00	0.00	0.00	0.00
101-000-674.01	CONTRIBUTIONS FROM PRIVATE SOURC	2,500.00	1,053.01	0.00	1,446.99	42.12
101-000-674.02	RECREATION DEPARTMENT CONTRIBUTI	0.00	0.00	0.00	0.00	0.00
101-000-674.04	TIMBER SALES	0.00	0.00	0.00	0.00	0.00
101-000-676.00	REIMBURSEMENTS	135,889.00	0.00	0.00	135,889.00	0.00
101-000-676.02	REIMBURSEMENTS - PARKS & REC	0.00	0.00	0.00	0.00	0.00
101-000-687.00	REFUNDS/REBATES	0.00	65.49	0.00	(65.49)	100.00
101-000-689.00	CASH OVER OR SHORT	0.00	0.00	0.00	0.00	0.00
101-000-693.00	GAIN ON SALE FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
101-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		988,502.26	79,856.38	1,298.00	908,645.88	8.08
Dept 595 - AIRPORT						
101-595-674.01	TIMBER SALES	0.00	0.00	0.00	0.00	0.00
Total Dept 595 - AIRPORT		0.00	0.00	0.00	0.00	0.00
Dept 751 - PARKS AND RECREATION						
101-751-581.00	CONTRIBUTIONS FROM LOCAL UNITS OF GOVERN	0.00	0.00	0.00	0.00	0.00
Total Dept 751 - PARKS AND RECREATION		0.00	0.00	0.00	0.00	0.00
Dept 999						

PERIOD ENDING 09/30/2024

		2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND						
Revenues						
101-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		988,502.26	79,856.38	1,298.00	908,645.88	8.08
Expenditures						
Dept 101 - TOWNSHIP BOARD						
101-101-703.00	TOWNSHIP BOARD TRUSTEE SALARIES	8,480.00	2,283.12	652.32	6,196.88	26.92
101-101-704.00	ADMINISTRATIVE ASSISTANT	62,400.00	16,783.75	4,800.00	45,616.25	26.90
101-101-704.02	OFFICE STAFF	20,000.00	7,863.30	2,230.74	12,136.70	39.32
101-101-709.00	TRUSTEE & OFFICE STAFF FICA	6,955.00	2,060.19	587.76	4,894.81	29.62
101-101-709.02	ADMIN FICA	0.00	0.00	0.00	0.00	0.00
101-101-710.00	TWP BD ER UIA	532.00	0.00	0.00	532.00	0.00
101-101-752.00	TWP BD OFFICE SUPPLIES	8,000.00	66.44	0.00	7,933.56	0.83
101-101-801.00	TWP BD PROFESSIONAL FEES	7,500.00	2,250.52	33.33	5,249.48	30.01
101-101-805.00	GG AASSESSMENT TO SEWER	0.00	0.00	0.00	0.00	0.00
101-101-809.00	TWP BD FEES	450.00	915.75	39.00	(465.75)	203.50
101-101-850.00	COMMUNICATIONS	3,500.00	0.00	0.00	3,500.00	0.00
101-101-851.00	MAIL/POSTAGE	1,500.00	350.89	0.00	1,149.11	23.39
101-101-852.00	INTERNET & WEBSITE	2,500.00	821.73	118.70	1,678.27	32.87
101-101-861.00	MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
101-101-880.00	FIREWORKS - COMMUNITY PROMOTION	34,000.00	30,451.18	0.00	3,548.82	89.56
101-101-900.00	TWP BD PRINTING AND PUBLISHING	2,000.00	562.46	451.36	1,437.54	28.12
101-101-915.00	TWP BD DUES AND MEMBERSHIP	5,500.00	2,581.29	1,504.54	2,918.71	46.93
101-101-916.00	TWP BD EDUCATION AND TRAINING	1,000.00	0.00	0.00	1,000.00	0.00
101-101-931.00	TWP BD REPAIRS AND MAINTENANCE	2,500.00	0.00	0.00	2,500.00	0.00
101-101-935.00	LIABILITY & CONTENTS INSURANCE	3,500.00	1,166.84	522.28	2,333.16	33.34
101-101-937.00	WORKER'S COMPENSATION INSURANCE	250.00	134.57	0.00	115.43	53.83
101-101-940.00	TWP BD RENTALS	0.00	0.00	0.00	0.00	0.00
101-101-948.00	TWP BD COMPUTER SERVICES	6,500.00	3,796.68	15.99	2,703.32	58.41
101-101-964.00	TWP BD REFUNDS AND REBATES	0.00	(15.20)	(15.20)	15.20	100.00
101-101-977.00	TWP BD EQUIPMENT	0.00	0.00	0.00	0.00	0.00
101-101-980.00	TWP BD COMPUTER & OFFICE EQUIP	12,500.00	331.06	0.00	12,168.94	2.65
101-101-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 101 - TOWNSHIP BOARD		189,567.00	72,404.57	10,940.82	117,162.43	38.19
Dept 171 - SUPERVISOR						
101-171-703.00	SUPERVISOR SALARY	24,432.00	6,577.83	1,879.38	17,854.17	26.92
101-171-704.00	DEPUTY SUPERVISOR SALARY	2,000.00	1,346.17	384.62	653.83	67.31
101-171-709.00	EMPLOYER FICA	2,625.00	606.19	173.20	2,018.81	23.09
101-171-752.00	SUPERVISOR OFFICE SUPPLIES	100.00	0.00	0.00	100.00	0.00
101-171-916.00	SUPERVISOR EDUCATION AND TRAINING	500.00	0.00	0.00	500.00	0.00
101-171-980.00	SUPERVISOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 171 - SUPERVISOR		29,657.00	8,530.19	2,437.20	21,126.81	28.76
Dept 209 - CONTINGENCY						
101-209-941.00	CONTINGENCIES	20,000.00	9,881.00	0.00	10,119.00	49.41
Total Dept 209 - CONTINGENCY		20,000.00	9,881.00	0.00	10,119.00	49.41

PERIOD ENDING 09/30/2024

		2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND						
Expenditures						
Dept 215 - CLERK						
101-215-703.00	CLERK SALARY	24,432.00	6,577.83	1,879.38	17,854.17	26.92
101-215-704.00	DEPUTY CLERK SALARY	500.00	0.00	0.00	500.00	0.00
101-215-709.00	CLERK EMPLOYER FICA	1,910.00	504.72	145.29	1,405.28	26.43
101-215-752.00	CLERK OFFICE SUPPLIES	1,000.00	485.25	214.76	514.75	48.53
101-215-801.00	CLERK PROFESSIONAL FEES	10,500.00	11,470.03	3,891.03	(970.03)	109.24
101-215-861.00	CLERK MILEAGE REIMBURSEMENT	0.00	19.65	19.65	(19.65)	100.00
101-215-916.00	CLERK EDUCATION AND TRAINING	500.00	0.00	0.00	500.00	0.00
101-215-933.00	CLERK SOFTWARE SUPPORT	750.00	656.25	218.75	93.75	87.50
101-215-948.00	CLERK COMPUTER SERVICES	0.00	0.00	0.00	0.00	0.00
101-215-980.00	CLERK EQUIPMENT	0.00	0.00	0.00	0.00	0.00
101-215-984.00	CLERK SOFTWARE	0.00	0.00	0.00	0.00	0.00
Total Dept 215 - CLERK		39,592.00	19,713.73	6,368.86	19,878.27	49.79
Dept 223 - INTERNAL AUDIT						
101-223-801.00	ACCOUNTING FEES	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 223 - INTERNAL AUDIT		10,000.00	0.00	0.00	10,000.00	0.00
Dept 247 - BOARD OF REVIEW						
101-247-704.00	BOARD OF REVIEW WAGES	1,800.00	0.00	0.00	1,800.00	0.00
101-247-709.00	BOR EMPLOYER FICA	139.50	0.00	0.00	139.50	0.00
101-247-916.00	BOR EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00
Total Dept 247 - BOARD OF REVIEW		1,939.50	0.00	0.00	1,939.50	0.00
Dept 253 - TREASURER						
101-253-703.00	TREASURERS SALARY	27,880.00	7,505.33	2,144.38	20,374.67	26.92
101-253-704.00	DEPUTY TREASURER SALARY	1,000.00	1,346.17	384.62	(346.17)	134.62
101-253-709.00	TREASURER ER FICA	2,215.00	677.14	193.48	1,537.86	30.57
101-253-752.00	TREASURER OFFICE SUPPLIES	500.00	0.00	0.00	500.00	0.00
101-253-801.00	TREASURER PROFESSIONAL FEES	8,000.00	9,325.03	3,891.03	(1,325.03)	116.56
101-253-804.00	TREASURER TAX PREPARATION	2,400.00	0.00	0.00	2,400.00	0.00
101-253-851.00	TREASURER MAIL/POSTAGE	9,000.00	781.93	251.25	8,218.07	8.69
101-253-861.00	TREASURER MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
101-253-916.00	TREASURER EDUCATION AND TRAINING	250.00	0.00	0.00	250.00	0.00
101-253-933.00	TREASURER SOFTWARE MAINTENANCE	4,100.00	1,287.09	201.28	2,812.91	31.39
101-253-948.00	TREASURER COMPUTER SERVICES	0.00	0.00	0.00	0.00	0.00
101-253-980.00	TREASURER COMPUTER & OFFICE EQUIP	0.00	0.00	0.00	0.00	0.00
101-253-984.00	TREASURER SOFTWARE	0.00	0.00	0.00	0.00	0.00
Total Dept 253 - TREASURER		55,345.00	20,922.69	7,066.04	34,422.31	37.80
Dept 257 - ASSESSOR						
101-257-703.00	ASSESSOR SALARY	56,375.00	15,125.00	4,336.54	41,250.00	26.83
101-257-704.00	ASSESSOR ADMIN SALARY	10,000.00	5,440.00	1,360.00	4,560.00	54.40
101-257-709.00	ASSESSOR EMPLOYER FICA	5,080.00	1,573.22	435.79	3,506.78	30.97
101-257-710.00	ASSESSOR EMPLOYERS UIA	535.00	0.00	0.00	535.00	0.00
101-257-752.00	ASSESSOR OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
101-257-801.00	ASSESSOR PROFESSIONAL FEES	0.00	0.00	0.00	0.00	0.00
101-257-804.00	ASSESSOR TAX PREPARATION	0.00	0.00	0.00	0.00	0.00

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## REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP

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PERIOD ENDING 09/30/2024

		2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND						
Expenditures						
101-257-851.00	ASSESSOR MAIL/POSTAGE	3,500.00	0.00	0.00	3,500.00	0.00
101-257-861.00	ASSESSOR MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
101-257-900.00	ASSESSOR PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00
101-257-915.00	ASSESSOR MEMBERSHIPS AND DUES	0.00	0.00	0.00	0.00	0.00
101-257-916.00	ASSESSOR EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00
101-257-933.00	ASSESSOR SOFTWARE MAINTENANCE	500.00	660.72	98.57	(160.72)	132.14
101-257-937.00	WORKER'S COMPENSATION INSURANCE	600.00	148.53	49.53	451.47	24.76
101-257-948.00	ASSESSOR COMPUTER SERVICES	0.00	0.00	0.00	0.00	0.00
101-257-980.00	ASSESSOR COMPUTER & OFFICE EQUIP	2,000.00	764.44	0.00	1,235.56	38.22
Total Dept 257 - ASSESSOR		78,590.00	23,711.91	6,280.43	54,878.09	30.17
Dept 262 - ELECTIONS						
101-262-704.00	ELECTION WORKERS	13,500.00	7,105.50	593.75	6,394.50	52.63
101-262-704.01	ELECTIONS COORDINATOR	6,500.00	0.00	0.00	6,500.00	0.00
101-262-709.00	ELECTION ER FICA	918.00	374.61	45.41	543.39	40.81
101-262-710.00	ELECTIONS ER UIA	0.00	0.00	0.00	0.00	0.00
101-262-752.00	ELECTION OPERATING SUPPLIES	3,500.00	1,499.27	0.00	2,000.73	42.84
101-262-801.00	ELECTION MACHINE SET UP	1,500.00	458.39	458.39	1,041.61	30.56
101-262-851.00	ELECTION MAIL/POSTAGE	1,500.00	781.67	251.00	718.33	52.11
101-262-861.00	ELECTION TRANSPORTATION	0.00	0.00	0.00	0.00	0.00
101-262-900.00	ELECTION PRINTING AND PUBLISHING	500.00	0.00	0.00	500.00	0.00
101-262-933.00	SOFTWARE MAINT AGREEMENT	0.00	260.00	130.00	(260.00)	100.00
101-262-968.05	DEPRECIATION EXPENSE - ELECTIONS	0.00	0.00	0.00	0.00	0.00
101-262-980.00	ELECTION COMPUTER & OFFICE EQUIP	500.00	0.00	0.00	500.00	0.00
Total Dept 262 - ELECTIONS		28,418.00	10,479.44	1,478.55	17,938.56	36.88
Dept 265 - BUILDING AND GROUNDS						
101-265-702.00	BUILDING SALARIES AND WAGES	0.00	0.00	0.00	0.00	0.00
101-265-709.00	BUILDING ER FICA	0.00	0.00	0.00	0.00	0.00
101-265-752.00	BLDG OPERATING SUPPLIES	1,000.00	211.83	0.00	788.17	21.18
101-265-801.00	BUILDING CONTRACTED SERVICES	2,500.00	684.38	0.00	1,815.62	27.38
101-265-900.00	BLDG PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
101-265-917.00	BLDG SEWER O & M	850.00	0.00	0.00	850.00	0.00
101-265-920.00	BLDG ELECTRIC	6,500.00	1,488.45	476.58	5,011.55	22.90
101-265-921.00	BLDG NATURAL GAS	2,000.00	166.44	53.29	1,833.56	8.32
101-265-930.00	BLDG REPAIRS AND MAINTENANCE	1,000.00	481.84	0.00	518.16	48.18
101-265-968.01	DEPRECIATION EXPENSE - OFFICE EQUIP	0.00	0.00	0.00	0.00	0.00
101-265-968.03	DEPRECIATION EXPENSE - BLDG CEMETERY	0.00	0.00	0.00	0.00	0.00
101-265-974.00	BLDG LAND IMPROVEMENTS	0.00	4,868.86	0.00	(4,868.86)	100.00
101-265-975.00	BUILDINGS	0.00	0.00	0.00	0.00	0.00
101-265-975.01	BLDG ADDITIONS & IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
Total Dept 265 - BUILDING AND GROUNDS		13,850.00	7,901.80	529.87	5,948.20	57.05
Dept 266 - ATTORNEY COUNSEL						
101-266-801.00	GENERAL BD - ATTORNEY FEES	12,000.00	7,216.38	5,449.32	4,783.62	60.14
Total Dept 266 - ATTORNEY COUNSEL		12,000.00	7,216.38	5,449.32	4,783.62	60.14
Dept 446 - ROADS STREETS BRIDGES						

PERIOD ENDING 09/30/2024

		2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND						
Expenditures						
101-446-752.00	STREET & HWYS SUPPLIES	0.00	0.00	0.00	0.00	0.00
101-446-801.00	STREETS/HIGHWAYS CONTRACTED SERV	12,000.00	10,500.00	0.00	1,500.00	87.50
101-446-801.01	ROAD BRINING	50,000.00	14,555.00	0.00	35,445.00	29.11
101-446-934.00	STREETS/HIGHWAYS REPAIRS & MAINT	49,592.00	27,402.19	53.99	22,189.81	55.26
101-446-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 446 - ROADS STREETS BRIDGES		111,592.00	52,457.19	53.99	59,134.81	47.01
Dept 528 - RUBBISH COLLECTION-DISPOSAL						
101-528-801.00	REFUSE COLLECTION & DISPOSAL	4,500.00	4,446.60	4,253.40	53.40	98.81
Total Dept 528 - RUBBISH COLLECTION-DISPOSAL		4,500.00	4,446.60	4,253.40	53.40	98.81
Dept 567 - CEMETERY						
101-567-801.00	CONTRACTED SERVICES	8,500.00	1,400.00	1,000.00	7,100.00	16.47
101-567-802.00	SEXTON	0.00	0.00	0.00	0.00	0.00
101-567-920.00	ELECTRIC	400.00	86.63	0.00	313.37	21.66
101-567-930.00	CEMETERY REPAIRS & MAINTENANCE	500.00	0.00	0.00	500.00	0.00
101-567-933.00	SOFTWARE MAINT AGREEMENT	450.00	417.51	0.00	32.49	92.78
101-567-940.00	RENTALS	0.00	0.00	0.00	0.00	0.00
101-567-964.00	CEMETERY LOT REPURCHASE	0.00	0.00	0.00	0.00	0.00
101-567-977.00	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 567 - CEMETERY		9,850.00	1,904.14	1,000.00	7,945.86	19.33
Dept 595 - AIRPORT						
101-595-752.00	OPERATING SUPPLIES	100.00	0.00	0.00	100.00	0.00
101-595-801.00	PROFESSIONAL	50.00	0.00	0.00	50.00	0.00
101-595-860.00	TRANSPORTATION	0.00	0.00	0.00	0.00	0.00
101-595-915.00	DUES/MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00
101-595-916.00	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00
101-595-920.00	ELECTRIC	450.00	89.60	0.00	360.40	19.91
101-595-921.00	NATURAL GAS	600.00	85.00	17.00	515.00	14.17
101-595-930.00	REPAIRS/MAINT. LAND & BLDG.	0.00	1,581.58	806.12	(1,581.58)	100.00
101-595-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	1,800.00	804.29	279.55	995.71	44.68
101-595-934.00	AIRPORT IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
101-595-935.00	LIABILITY INSURANCE	2,250.00	331.22	110.42	1,918.78	14.72
101-595-968.04	DEPRECIATION EXPENSE - AIRPORT	0.00	0.00	0.00	0.00	0.00
Total Dept 595 - AIRPORT		5,250.00	2,891.69	1,213.09	2,358.31	55.08
Dept 751 - PARKS AND RECREATION						
101-751-702.00	RECREATION DEPARTMENT SALARIES	130,000.00	46,191.70	9,161.91	83,808.30	35.53
101-751-705.00	VACATION PAY	0.00	615.39	615.39	(615.39)	100.00
101-751-706.00	PARKS HOLIDAY	0.00	307.69	307.69	(307.69)	100.00
101-751-709.00	RECREATION DEPARTMENT F.I.C.A.	9,945.00	3,592.35	760.33	6,352.65	36.12
101-751-710.00	RECREATION DEPARTMENT M.E.S.C.	750.00	0.00	0.00	750.00	0.00
101-751-713.00	OVERTIME PAY	0.00	282.15	0.00	(282.15)	100.00
101-751-716.00	DEFINED CONTRIBUTION PENSION	1,650.00	412.50	137.50	1,237.50	25.00
101-751-719.00	HOSPITALIZATION	7,750.00	1,753.02	584.34	5,996.98	22.62
101-751-752.00	RECREATION DEPT. SUPPLIES	7,500.00	2,126.81	1,700.68	5,373.19	28.36
101-751-754.00	RECREATION DEPT. FERTILIZER & SE	6,500.00	0.00	0.00	6,500.00	0.00

PERIOD ENDING 09/30/2024

		2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND						
Expenditures						
101-751-801.00	RECREATION DEPT. CONTRACTED SERV	15,000.00	1,579.30	480.65	13,420.70	10.53
101-751-809.00	FEES	250.00	46.21	14.33	203.79	18.48
101-751-850.00	RECREATION DEPT. COMMUNICATION	0.00	0.00	0.00	0.00	0.00
101-751-860.00	RECREATION DEPT. TRANSPORTATION	7,500.00	1,370.57	(140.13)	6,129.43	18.27
101-751-917.00	SEWER O/M	1,000.00	0.00	0.00	1,000.00	0.00
101-751-920.00	ELECTRIC	12,500.00	4,298.95	1,121.30	8,201.05	34.39
101-751-923.00	PROPANE	5,500.00	0.00	0.00	5,500.00	0.00
101-751-930.00	REPAIRS/MAINT. LAND & BLDG.	6,000.00	2,296.88	728.82	3,703.12	38.28
101-751-931.00	REPAIRS & MAINT. PARKS EQUIPMENT	10,000.00	3,839.49	3,442.84	6,160.51	38.39
101-751-935.00	LIABILITY INSURANCE	3,500.00	857.65	285.90	2,642.35	24.50
101-751-937.00	WORKMEN'S COMPENSATION INSURANCE	3,500.00	577.93	192.63	2,922.07	16.51
101-751-940.00	RENTALS	0.00	0.00	0.00	0.00	0.00
101-751-968.00	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
101-751-974.00	LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
101-751-974.01	MARINA LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
101-751-975.00	BLDS, BLDING ADDITIONS & IMPROVMENTS	0.00	0.00	0.00	0.00	0.00
101-751-977.00	EQUIPMENT	2,500.00	0.00	0.00	2,500.00	0.00
101-751-981.00	VEHICLES	0.00	0.00	0.00	0.00	0.00
Total Dept 751 - PARKS AND RECREATION		231,345.00	70,148.59	19,394.18	161,196.41	30.32
Dept 754 - VETERANS PIER						
101-754-752.00	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
101-754-754.00	VETERANS PIER BRICKS	500.00	197.00	33.00	303.00	39.40
101-754-801.00	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00
Total Dept 754 - VETERANS PIER		500.00	197.00	33.00	303.00	39.40
Dept 901 - CIP						
101-901-970.00	CEMETERY CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
101-901-970.01	AIRPORT	0.00	0.00	0.00	0.00	0.00
101-901-970.02	BUILDING & GROUNDS	180,000.00	0.00	0.00	180,000.00	0.00
101-901-970.03	PARKS - YOUTH GRANT	0.00	15,939.01	2,819.01	(15,939.01)	100.00
101-901-970.04	FRONTENAC	0.00	0.00	0.00	0.00	0.00
101-901-970.05	POLICE	0.00	0.00	0.00	0.00	0.00
101-901-970.06	PARKS - VETERAN'S PIER	0.00	0.00	0.00	0.00	0.00
101-901-970.07	PARKS - TRUCK	9,908.00	9,908.00	0.00	0.00	100.00
101-901-970.08	ROADS & BRIDGES	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - CIP		189,908.00	25,847.01	2,819.01	164,060.99	13.61
Dept 999						
101-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,031,903.50	338,653.93	69,317.76	693,249.57	32.82
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		988,502.26	79,856.38	1,298.00	908,645.88	8.08

REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP  
PERIOD ENDING 09/30/2024

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	09/30/2024 NORMAL (ABNORMAL)	MONTH	09/30/2024 INCREASE (DECREASE)	BALANCE	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND								
TOTAL EXPENDITURES		1,031,903.50	338,653.93		69,317.76	693,249.57		32.82
NET OF REVENUES & EXPENDITURES		(43,401.24)	(258,797.55)		(68,019.76)	215,396.31		596.29



10/02/2024 12:41 PM		REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP				Page: 8/20		
User: RKRAMER		PERIOD ENDING 09/30/2024						
DB: Tuscarora								
GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	09/30/2024 NORMAL (ABNORMAL)	MONTH	09/30/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)		
Fund 206 - FIRE FUND								
Revenues								
Dept 000								
206-000-427.00	FIRE SPEC ASSESSMENT	283,784.00	0.00		0.00	283,784.00		0.00
206-000-665.00	INTEREST INCOME	0.00	0.00		0.00	0.00		0.00
206-000-699.00	INTERFUND TRANSFER IN	0.00	0.00		0.00	0.00		0.00
Total Dept 000		283,784.00	0.00		0.00	283,784.00		0.00
TOTAL REVENUES		283,784.00	0.00		0.00	283,784.00		0.00
Expenditures								
Dept 336 - FIRE PROTECTION								
206-336-801.00	FIRE PROTECTION CONTRACT	283,784.00	0.00		0.00	283,784.00		0.00
Total Dept 336 - FIRE PROTECTION		283,784.00	0.00		0.00	283,784.00		0.00
TOTAL EXPENDITURES		283,784.00	0.00		0.00	283,784.00		0.00
Fund 206 - FIRE FUND:								
TOTAL REVENUES		283,784.00	0.00		0.00	283,784.00		0.00
TOTAL EXPENDITURES		283,784.00	0.00		0.00	283,784.00		0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00		0.00	0.00		0.00

PERIOD ENDING 09/30/2024

		2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
		09/30/2024	09/30/2024	MONTH 09/30/2024	BALANCE	% BDGT
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 207 - POLICE FUND						
Revenues						
Dept 000						
207-000-402.00	REAL PROPERTY TAXES	1,314,411.00	0.00	0.00	1,314,411.00	0.00
207-000-540.00	GRANT - STATE MCOLES	0.00	0.00	0.00	0.00	0.00
207-000-548.00	FEES - LIQUOR LICENSE	6,500.00	0.00	0.00	6,500.00	0.00
207-000-569.00	ACT 302 GRANT FUNDS	1,500.00	0.00	0.00	1,500.00	0.00
207-000-570.00	CPE DISTRIBUTION	0.00	(750.00)	0.00	750.00	100.00
207-000-626.00	CHARGES FOR SERVICES	2,000.00	876.49	22.00	1,123.51	43.82
207-000-657.00	FINES & FORFEITURES	0.00	0.00	0.00	0.00	0.00
207-000-658.00	DRUG FORFEITURE FUNDS	0.00	557.00	0.00	(557.00)	100.00
207-000-665.00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
207-000-666.00	DIVIDENDS	0.00	0.00	0.00	0.00	0.00
207-000-674.00	CONTRIBUTIONS / PRIVATE	0.00	0.00	0.00	0.00	0.00
207-000-675.00	LOST AND FOUND	0.00	0.00	0.00	0.00	0.00
207-000-676.00	REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
207-000-676.01	RESOURCE OFFICER REIM.	70,336.00	0.00	0.00	70,336.00	0.00
207-000-676.02	OWI REIMBURSEMENT	2,000.00	352.40	0.00	1,647.60	17.62
207-000-687.00	REFUNDS/REBATES	0.00	45.33	45.33	(45.33)	100.00
207-000-692.00	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
207-000-693.00	PROCEEDS SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00
207-000-696.00	PROCEEDS FROM DEBT ISSUED	0.00	0.00	0.00	0.00	0.00
207-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		1,396,747.00	1,081.22	67.33	1,395,665.78	0.08
Dept 999						
207-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,396,747.00	1,081.22	67.33	1,395,665.78	0.08
Expenditures						
Dept 301 - POLICE						
207-301-702.00	SALARIES AND WAGES	647,379.00	153,309.49	45,660.30	494,069.51	23.68
207-301-705.00	VACATION PAY	56,026.00	14,170.91	2,150.64	41,855.09	25.29
207-301-706.00	HOLIDAY PAY	24,840.00	4,074.40	2,102.92	20,765.60	16.40
207-301-709.00	EMPLOYER SOCIAL SECURITY	49,752.00	12,548.02	3,647.21	37,203.98	25.22
207-301-710.00	EMPLOYER MESC	3,500.00	0.00	0.00	3,500.00	0.00
207-301-712.00	CASH IN LIEU OF BENEFITS	8,000.00	0.00	0.00	8,000.00	0.00
207-301-713.00	OVERTIME PAY	7,000.00	1,338.99	878.25	5,661.01	19.13
207-301-717.00	RETIREMENT	300,000.00	30,663.68	0.00	269,336.32	10.22
207-301-719.00	HOSPITALIZATION	136,000.00	31,726.96	10,160.13	104,273.04	23.33
207-301-724.00	HEALTH CARE SAVING	2,000.00	0.00	0.00	2,000.00	0.00
207-301-725.00	LIFE INSURANCE	3,500.00	913.48	0.00	2,586.52	26.10
207-301-726.00	DISABILITY INSURANCE	5,100.00	1,239.96	0.00	3,860.04	24.31
207-301-752.00	OPERATING SUPPLIES	19,500.00	3,597.01	308.06	15,902.99	18.45
207-301-801.00	PROFESSIONAL	6,000.00	540.00	240.00	5,460.00	9.00
207-301-805.00	FACILITY CONTRACTED MAINTENANCE	1,500.00	0.00	0.00	1,500.00	0.00
207-301-809.00	FEES	2,750.00	70.84	0.00	2,679.16	2.58
207-301-843.00	MEDICAL PROVIDER SERVICES	500.00	0.00	0.00	500.00	0.00
207-301-850.00	COMMUNICATIONS	4,500.00	247.62	82.58	4,252.38	5.50
207-301-851.00	MAIL/POSTAGE	250.00	238.72	100.84	11.28	95.49
207-301-852.00	INTERNET & WEBSITE	650.00	138.00	0.00	512.00	21.23
207-301-860.00	TRANSPORTATION	17,000.00	3,090.81	1,581.09	13,909.19	18.18

PERIOD ENDING 09/30/2024

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2024 NORMAL (ABNORMAL)	MONTH 09/30/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 207 - POLICE FUND						
Expenditures						
207-301-880.00	COMMUNITY PROMOTION	0.00	0.00	0.00	0.00	0.00
207-301-900.00	PRINTING AND PUBLISHING	0.00	0.00	0.00	0.00	0.00
207-301-913.00	TRAVEL EXPENSES	500.00	0.00	0.00	500.00	0.00
207-301-915.00	DUES AND MEMBERSHIPS	400.00	75.00	0.00	325.00	18.75
207-301-916.00	EDUCATION AND TRAINING	3,000.00	347.31	115.78	2,652.69	11.58
207-301-916.01	ACT 302 TRAINING EXPENSES	1,500.00	0.00	0.00	1,500.00	0.00
207-301-917.00	SEWER O & M	1,000.00	0.00	0.00	1,000.00	0.00
207-301-920.00	ELECTRIC	4,500.00	1,488.45	476.58	3,011.55	33.08
207-301-921.00	NATURAL GAS	1,700.00	166.44	53.29	1,533.56	9.79
207-301-930.00	MUN. BLDG. REPAIRS & MAINTENANCE	8,000.00	0.00	0.00	8,000.00	0.00
207-301-931.00	VEHICLE REP AND MAINT	8,500.00	1,089.35	290.30	7,410.65	12.82
207-301-935.00	INSURANCE AND BONDS	21,500.00	5,844.79	1,948.28	15,655.21	27.19
207-301-937.00	WORKMEN'S COMPENSATION INSURANCE	22,000.00	4,132.21	1,377.39	17,867.79	18.78
207-301-940.00	POLICE RENTALS	0.00	0.00	0.00	0.00	0.00
207-301-941.00	CONTINGENCIES	14,000.00	6,959.29	482.29	7,040.71	49.71
207-301-948.00	COMPUTER SERVICES	3,500.00	99.90	0.00	3,400.10	2.85
207-301-968.00	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
207-301-975.00	BUILDINGS	0.00	0.00	0.00	0.00	0.00
207-301-977.00	EQUIPMENT	30,000.00	15,587.99	0.00	14,412.01	51.96
207-301-977.01	MUN BLDG EQUIPMENT	4,500.00	14,808.00	0.00	(10,308.00)	329.07
207-301-980.00	OFFICE & COMPUTER EQUIPMENT	4,000.00	0.00	0.00	4,000.00	0.00
207-301-981.00	VEHICLES	25,000.00	0.00	0.00	25,000.00	0.00
207-301-984.00	SOFTWARE	400.00	0.00	0.00	400.00	0.00
207-301-991.00	LONG TERM DEBT	0.00	0.00	0.00	0.00	0.00
207-301-993.00	LONG TERM DEBT INTEREST	0.00	0.00	0.00	0.00	0.00
207-301-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 301 - POLICE		1,449,747.00	308,507.62	71,655.93	1,141,239.38	21.28
Dept 901 - CIP						
207-901-970.05	POLICE	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - CIP		0.00	0.00	0.00	0.00	0.00
Dept 999						
207-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,449,747.00	308,507.62	71,655.93	1,141,239.38	21.28
Fund 207 - POLICE FUND:						
TOTAL REVENUES		1,396,747.00	1,081.22	67.33	1,395,665.78	0.08
TOTAL EXPENDITURES		1,449,747.00	308,507.62	71,655.93	1,141,239.38	21.28
NET OF REVENUES & EXPENDITURES		(53,000.00)	(307,426.40)	(71,588.60)	254,426.40	580.05

10/02/2024 12:41 PM		REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP				Page: 11/20		
User: RKRAMER		PERIOD ENDING 09/30/2024						
DB: Tuscarora								
GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 219 - STREET LIGHTING FUND								
Revenues								
Dept 000								
219-000-402.00	REAL PROPERTY TAXES	0.00	0.00	0.00		0.00		0.00
219-000-427.00	STREET LIGHT SPEC ASSESS	36,792.00	0.00	0.00		36,792.00		0.00
219-000-665.00	INTEREST INCOME	0.00	0.00	0.00		0.00		0.00
219-000-687.00	REFUNDS/REBATES/OVRPMTS	0.00	0.00	0.00		0.00		0.00
219-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00		0.00		0.00
Total Dept 000		36,792.00	0.00	0.00		36,792.00		0.00
TOTAL REVENUES		36,792.00	0.00	0.00		36,792.00		0.00
Expenditures								
Dept 448 - STREET LIGHTING								
219-448-809.00	FEES	0.00	0.00	0.00		0.00		0.00
219-448-920.00	ELECTRIC	36,750.00	8,490.82	2,743.32		28,259.18		23.10
Total Dept 448 - STREET LIGHTING		36,750.00	8,490.82	2,743.32		28,259.18		23.10
TOTAL EXPENDITURES		36,750.00	8,490.82	2,743.32		28,259.18		23.10
Fund 219 - STREET LIGHTING FUND:								
TOTAL REVENUES		36,792.00	0.00	0.00		36,792.00		0.00
TOTAL EXPENDITURES		36,750.00	8,490.82	2,743.32		28,259.18		23.10
NET OF REVENUES & EXPENDITURES		42.00	(8,490.82)	(2,743.32)		8,532.82		10,216.24

PERIOD ENDING 09/30/2024

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	
		AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	BALANCE		
		NORMAL	(ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000							
248-000-402.00	REAL PROPERTY TAXES	120,000.00	0.00	0.00		120,000.00	0.00
248-000-412.00	DELINQUENT PERSONAL PROPERTY	0.00	0.00	0.00		0.00	0.00
248-000-548.00	STATE GRANT - MDOT	0.00	0.00	0.00		0.00	0.00
248-000-665.00	INTEREST	50.00	21.33	0.00		28.67	42.66
248-000-674.00	DDA DONATIONS UNSPECIFIED	0.00	0.00	0.00		0.00	0.00
248-000-674.01	STURGEON DONATIONS	0.00	0.00	0.00		0.00	0.00
248-000-674.02	SUMMER MUSIC SERIES	3,000.00	5,663.00	2,913.00		(2,663.00)	188.77
248-000-674.03	FIREWORK DONATIONS	0.00	0.00	0.00		0.00	0.00
248-000-676.00	REIMBURSEMENT	500.00	0.00	0.00		500.00	0.00
248-000-687.00	REFUNDS/REBATES	0.00	0.00	0.00		0.00	0.00
248-000-696.00	PROCEEDS FROM SALES OF BONDS	300,000.00	0.00	0.00		300,000.00	0.00
Total Dept 000		423,550.00	5,684.33	2,913.00		417,865.67	1.34
Dept 999							
248-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00		0.00	0.00
Total Dept 999		0.00	0.00	0.00		0.00	0.00
TOTAL REVENUES		423,550.00	5,684.33	2,913.00		417,865.67	1.34
Expenditures							
Dept 728							
248-728-702.00	ADMINISTRATION	2,000.00	0.00	0.00		2,000.00	0.00
248-728-709.00	EMPLOYER SOCIAL SECURITY	154.00	0.00	0.00		154.00	0.00
248-728-752.00	SUPPLIES	500.00	0.00	0.00		500.00	0.00
248-728-752.01	SUPPLIES FOR STURGEON	0.00	0.00	0.00		0.00	0.00
248-728-801.00	PROFESSIONAL/CONTRACTUAL	4,500.00	17,401.00	6,300.00		(12,901.00)	386.69
248-728-801.01	ACCOUNTING FEES	7,000.00	0.00	0.00		7,000.00	0.00
248-728-851.00	MAIL/POSTAGE	50.00	0.00	0.00		50.00	0.00
248-728-880.00	COMMUNITY PROMOTION	3,500.00	500.00	0.00		3,000.00	14.29
248-728-880.01	SUMMER MUSIC SERIES	5,500.00	0.00	0.00		5,500.00	0.00
248-728-880.02	FIREWORKS	0.00	0.00	0.00		0.00	0.00
248-728-900.00	PUBLICATIONS	0.00	0.00	0.00		0.00	0.00
248-728-910.00	EDUCATION & TRAINING	0.00	0.00	0.00		0.00	0.00
248-728-915.00	DUES/MEMBERSHIPS	100.00	0.00	0.00		100.00	0.00
248-728-920.00	ELECTRIC	550.00	93.79	0.00		456.21	17.05
248-728-934.00	REPAIRS/MAINTENANCE	14,500.00	0.00	0.00		14,500.00	0.00
248-728-941.00	CONTINGENCIES	14,746.00	0.00	0.00		14,746.00	0.00
248-728-974.00	LAND IMPROVEMENTS	300,000.00	0.00	0.00		300,000.00	0.00
248-728-974.01	STURGEON IMPROVEMENTS	0.00	0.00	0.00		0.00	0.00
248-728-991.00	PRINCIPAL PAYMENT	30,000.00	29,000.00	0.00		1,000.00	96.67
248-728-992.00	BOND INTEREST PAYMENT	33,000.00	15,255.00	0.00		17,745.00	46.23
Total Dept 728		416,100.00	62,249.79	6,300.00		353,850.21	14.96
Dept 999							
248-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00		0.00	0.00
Total Dept 999		0.00	0.00	0.00		0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP  
PERIOD ENDING 09/30/2024

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		AMENDED BUDGET	09/30/2024	MONTH	09/30/2024	NORMAL	(ABNORMAL)	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)			USED
<hr/>								
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
Expenditures								
TOTAL EXPENDITURES		416,100.00	62,249.79		6,300.00		353,850.21	14.96
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:								
TOTAL REVENUES		423,550.00	5,684.33		2,913.00		417,865.67	1.34
TOTAL EXPENDITURES		416,100.00	62,249.79		6,300.00		353,850.21	14.96
NET OF REVENUES & EXPENDITURES		7,450.00	(56,565.46)		(3,387.00)		64,015.46	759.27

PERIOD ENDING 09/30/2024

		2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	BALANCE	% BDGT
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 271 - LIBRARY FUND						
Revenues						
Dept 000						
271-000-403.00	PROPERTY TAXES	210,000.00	0.00	0.00	210,000.00	0.00
271-000-412.00	DELINQUENT PERSONAL PROPERTY	0.00	0.00	0.00	0.00	0.00
271-000-503.00	GRANTS - GENERAL	100.00	150.00	50.00	(50.00)	150.00
271-000-540.00	STATE AID	4,640.00	2,382.72	0.00	2,257.28	51.35
271-000-541.00	PENAL FINES	25,000.00	0.00	0.00	25,000.00	0.00
271-000-566.00	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
271-000-626.00	CHARGES FOR SERVICES - MISC. FEE	2,000.00	587.80	0.00	1,412.20	29.39
271-000-629.00	NON-RESIDENT FEES	1,000.00	94.00	0.00	906.00	9.40
271-000-642.00	MISCELLANEOUS - BOOK SALES	0.00	0.00	0.00	0.00	0.00
271-000-655.00	FINES - BOOK	750.00	90.79	0.00	659.21	12.11
271-000-665.01	INVESTMENT INTEREST	8,000.00	0.00	0.00	8,000.00	0.00
271-000-665.02	INTEREST INCOME	20.00	0.00	0.00	20.00	0.00
271-000-666.00	DIVIDENDS	0.00	0.00	0.00	0.00	0.00
271-000-674.01	DONATIONS - PRIVATE	1,000.00	3,961.58	2,457.38	(2,961.58)	396.16
271-000-674.04	DONATIONS-FRIENDS OF LIBRARY	3,000.00	450.00	450.00	2,550.00	15.00
271-000-684.00	ENHANCEMENT GRANTS COMMUNITY	4,606.00	594.29	0.17	4,011.71	12.90
271-000-687.00	REFUNDS/OVERPAYMENTS	0.00	586.72	0.00	(586.72)	100.00
Total Dept 000		260,116.00	8,897.90	2,957.55	251,218.10	3.42
Dept 999						
271-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		260,116.00	8,897.90	2,957.55	251,218.10	3.42
Expenditures						
Dept 790 - LIBRARY						
271-790-702.00	WAGES - FULL TIME	85,200.00	22,636.71	6,524.68	62,563.29	26.57
271-790-703.00	LIBRARY SALARY	45,000.00	12,038.47	3,461.54	32,961.53	26.75
271-790-709.00	EMPLOYER SOCIAL SECURITY	8,500.00	2,652.68	763.95	5,847.32	31.21
271-790-710.00	EMPLOYER MESC	800.00	0.00	0.00	800.00	0.00
271-790-713.00	OVERTIME PAY	0.00	0.00	0.00	0.00	0.00
271-790-719.00	INSURANCE - HOSPITALIZATION	4,200.00	147.33	147.33	4,052.67	3.51
271-790-750.00	OFFICE SUPPLIES	4,500.00	662.83	218.00	3,837.17	14.73
271-790-750.01	MAKERSPACE SUPPLIES	1,000.00	143.70	44.04	856.30	14.37
271-790-751.00	MAINTENANCE SUPPLIES	1,000.00	161.60	0.00	838.40	16.16
271-790-752.00	BOOKS - ADULTS	7,000.00	1,917.29	609.65	5,082.71	27.39
271-790-752.01	PERIODICALS	400.00	35.00	22.00	365.00	8.75
271-790-752.02	DVD	1,000.00	132.07	51.91	867.93	13.21
271-790-752.03	REFERENCE	350.00	0.00	0.00	350.00	0.00
271-790-752.04	LARGE PRINT MATERIAL	2,500.00	150.23	56.75	2,349.77	6.01
271-790-752.05	YOUNG ADULT BOOKS	3,000.00	379.43	164.68	2,620.57	12.65
271-790-752.11	JUNIOR BOOKS	2,000.00	338.52	151.21	1,661.48	16.93
271-790-752.12	GAMES/PUZZLES	500.00	93.00	74.03	407.00	18.60
271-790-752.13	CHILDREN BOOK	2,500.00	573.92	162.45	1,926.08	22.96
271-790-752.14	E-RESOURCES	10,000.00	1,360.46	534.69	8,639.54	13.60
271-790-752.15	LIBRARY OF THINGS	5,000.00	330.63	159.45	4,669.37	6.61
271-790-754.00	COMPUTER AND TECHNOLOGY SUPPLIES	1,500.00	55.05	0.00	1,444.95	3.67
271-790-801.00	PROFESSIONAL & CONTRACTUAL	2,000.00	1,852.50	0.00	147.50	92.63
271-790-805.00	FACILITY CONTRACTED MAINTENANCE	6,000.00	824.37	70.00	5,175.63	13.74
271-790-809.00	ADMINISTRATIVE FEES-FDN	500.00	179.06	0.00	320.94	35.81

PERIOD ENDING 09/30/2024

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	
		AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	BALANCE		
		NORMAL	(ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)
Fund 271 - LIBRARY FUND							
Expenditures							
271-790-850.00	COMMUNICATIONS	550.00	135.08		45.16	414.92	24.56
271-790-851.00	MAIL/POSTAGE	3,500.00	0.00		0.00	3,500.00	0.00
271-790-852.00	INTERNET & WEBSITE	1,000.00	595.20		0.00	404.80	59.52
271-790-860.00	TRANSPORTATION	1,000.00	570.08		475.08	429.92	57.01
271-790-880.00	COMMUNITY PROMOTION - PROGRAMMIN	8,000.00	1,895.24		877.11	6,104.76	23.69
271-790-900.00	PRINTING AND PUBLISHING	5,500.00	0.00		0.00	5,500.00	0.00
271-790-910.00	EDUCATION & TRAINING	750.00	355.00		0.00	395.00	47.33
271-790-915.00	MEMBERSHIP & DUES	5,000.00	1,341.36		100.00	3,658.64	26.83
271-790-917.00	SEWER O & M	1,500.00	219.84		0.00	1,280.16	14.66
271-790-920.00	ELECTRIC	5,500.00	1,984.62		635.45	3,515.38	36.08
271-790-921.00	NATURAL GAS	2,000.00	221.92		71.05	1,778.08	11.10
271-790-930.00	REPAIRS & MAINT. LAND & BUILDING	9,366.00	6,995.00	3,495.00		2,371.00	74.69
271-790-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	1,000.00	298.86		0.00	701.14	29.89
271-790-933.00	SOFTWARE MAINT AGREEMENT	4,000.00	1,646.99		165.00	2,353.01	41.17
271-790-935.00	INSURANCE	2,500.00	401.66		133.88	2,098.34	16.07
271-790-937.00	WORKMEN'S COMPENSATION INSURANCE	300.00	57.81		0.00	242.19	19.27
271-790-940.00	RENTALS	2,000.00	669.16		146.42	1,330.84	33.46
271-790-948.00	COMPUTER SERVICES	500.00	50.00		0.00	450.00	10.00
271-790-956.00	MEL REPLACEMENT	200.00	0.00		0.00	200.00	0.00
271-790-975.01	BUILDING ADDITIONS & IMPROVEMENTS	4,000.00	0.00		0.00	4,000.00	0.00
271-790-977.00	EQUIPMENT	1,000.00	0.00		0.00	1,000.00	0.00
271-790-980.00	OFFICE EQUIP & FURNITURE	6,500.00	0.00		0.00	6,500.00	0.00
271-790-990.00	LONG TERM DEBT	0.00	0.00		0.00	0.00	0.00
271-790-992.00	LONG TERM DEBT INTEREST	0.00	0.00		0.00	0.00	0.00
Total Dept 790 - LIBRARY		260,116.00	64,102.67	19,360.51		196,013.33	24.64
Dept 999							
271-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00		0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00		0.00	0.00
TOTAL EXPENDITURES		260,116.00	64,102.67	19,360.51		196,013.33	24.64
Fund 271 - LIBRARY FUND:							
TOTAL REVENUES		260,116.00	8,897.90	2,957.55		251,218.10	3.42
TOTAL EXPENDITURES		260,116.00	64,102.67	19,360.51		196,013.33	24.64
NET OF REVENUES & EXPENDITURES		0.00	(55,204.77)	(16,402.96)		55,204.77	100.00



10/02/2024 12:41 PM		REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP				Page: 16/20		
User: RKRAMER		PERIOD ENDING 09/30/2024						
DB: Tuscarora								
GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 502 - BOAT LAUNCH								
Revenues								
Dept 000								
502-000-653.00	BOAT LAUNCH FEES	16,000.00	6,802.00	889.00		9,198.00		42.51
502-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00		0.00		0.00
Total Dept 000		16,000.00	6,802.00	889.00		9,198.00		42.51
TOTAL REVENUES		16,000.00	6,802.00	889.00		9,198.00		42.51
Expenditures								
Dept 756 - BOAT LAUNCH								
502-756-752.00	OPERATING SUPPLIES	500.00	0.00	0.00		500.00		0.00
502-756-801.00	BOAT LAUNCH CONTRACTED SERVICES	1,000.00	0.00	0.00		1,000.00		0.00
502-756-809.00	FEES	0.00	0.00	0.00		0.00		0.00
502-756-920.00	ELECTRIC	1,000.00	144.44	0.00		855.56		14.44
502-756-930.00	REPAIRS/MAINT. LAND & BLDG.	1,000.00	0.00	0.00		1,000.00		0.00
502-756-940.00	BOAT LAUNCH LEASE	0.00	0.00	0.00		0.00		0.00
Total Dept 756 - BOAT LAUNCH		3,500.00	144.44	0.00		3,355.56		4.13
TOTAL EXPENDITURES		3,500.00	144.44	0.00		3,355.56		4.13
Fund 502 - BOAT LAUNCH:								
TOTAL REVENUES		16,000.00	6,802.00	889.00		9,198.00		42.51
TOTAL EXPENDITURES		3,500.00	144.44	0.00		3,355.56		4.13
NET OF REVENUES & EXPENDITURES		12,500.00	6,657.56	889.00		5,842.44		53.26

PERIOD ENDING 09/30/2024

		2024-25	YTD BALANCE	ACTIVITY FOR		AVAILABLE		%
GL NUMBER	DESCRIPTION	AMENDED BUDGET	09/30/2024	MONTH 09/30/2024	09/30/2024	BALANCE		BDGT
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)		USED
Fund 590 - SEWER FUND								
Revenues								
Dept 000								
590-000-451.00	SPECIAL ASSESSMENTS	59,393.73	0.00		0.00	59,393.73		0.00
590-000-502.00	GRANT REVENUE	0.00	0.00		0.00	0.00		0.00
590-000-548.00	STATE CONTRIB FOR LAND	0.00	0.00		0.00	0.00		0.00
590-000-569.00	SEWER GRANT FUNDS	0.00	0.00		0.00	0.00		0.00
590-000-581.00	LOCAL CONTRIBUTION FOR LAND	0.00	0.00		0.00	0.00		0.00
590-000-626.00	CHARGES FOR SERVICES RENDERED	0.00	0.00		0.00	0.00		0.00
590-000-628.00	SEWER HOOK-UP/BENEFIT FEE	24,000.00	8,000.00		0.00	16,000.00		33.33
590-000-642.00	SOM CONTRACT	0.00	0.00		0.00	0.00		0.00
590-000-651.00	FEES OPERATING	168,129.00	43,814.88		0.00	124,314.12		26.06
590-000-651.01	RRI FEES	0.00	0.00		0.00	0.00		0.00
590-000-658.00	FINES	7,000.00	4,052.75		(370.66)	2,947.25		57.90
590-000-665.00	INTEREST	750.00	41.76		0.00	708.24		5.57
590-000-666.00	DIVIDENDS	0.00	0.00		0.00	0.00		0.00
590-000-674.00	CONTRIBUTIONS FROM PRIVATE SOURC	0.00	0.00		0.00	0.00		0.00
590-000-676.00	REIMBURSEMENTS	0.00	0.00		0.00	0.00		0.00
590-000-687.00	REFUNDS/OVERPAYMENTS	0.00	0.00		0.00	0.00		0.00
590-000-699.00	INTERFUND TRANSFER IN	0.00	0.00		0.00	0.00		0.00
Total Dept 000		259,272.73	55,909.39		(370.66)	203,363.34		21.56
Dept 999								
590-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00		0.00	0.00		0.00
Total Dept 999		0.00	0.00		0.00	0.00		0.00
TOTAL REVENUES		259,272.73	55,909.39		(370.66)	203,363.34		21.56
Expenditures								
Dept 536 - WATER AND SEWER SYSTEMS								
590-536-702.00	SEWER HOURLY	0.00	0.00		0.00	0.00		0.00
590-536-709.00	EMPLOYER SOCIAL SECURITY - SEWER	0.00	0.00		0.00	0.00		0.00
590-536-751.00	LAB CHEMICALS & SUPPLIES	9,500.00	1,233.04		0.00	8,266.96		12.98
590-536-752.00	OPERATING SUPPLIES	300.00	0.00		0.00	300.00		0.00
590-536-801.00	OPERATIONS CONTRACT	62,940.00	14,460.00		7,960.00	48,480.00		22.97
590-536-801.01	MISC PROFESSIONAL	6,000.00	0.00		0.00	6,000.00		0.00
590-536-801.02	O & M ADDITIONAL SERVICES	0.00	0.00		0.00	0.00		0.00
590-536-801.03	SEWER DEPT CONTRACTED SERV	0.00	114.00		0.00	(114.00)		100.00
590-536-802.00	LEGAL, PERMITS	7,500.00	2,731.38		625.00	4,768.62		36.42
590-536-805.00	LAB ANALYSIS	2,000.00	0.00		0.00	2,000.00		0.00
590-536-806.00	LOCATING SERVICE & MISS DIG	6,500.00	1,674.60		450.13	4,825.40		25.76
590-536-807.00	BIOSOLID LAND	20,000.00	0.00		0.00	20,000.00		0.00
590-536-809.00	FEES	1,760.00	696.20		0.00	1,063.80		39.56
590-536-852.00	INTERNET	600.00	120.09		40.03	479.91		20.02
590-536-861.00	MILEAGE REIMBURSEMENT	0.00	0.00		0.00	0.00		0.00
590-536-900.00	PUBLICATIONS	0.00	0.00		0.00	0.00		0.00
590-536-916.00	EDUCATION AND TRAINING	0.00	0.00		0.00	0.00		0.00
590-536-920.00	ELECTRIC	42,000.00	8,824.11		73.11	33,175.89		21.01
590-536-921.00	NATURAL GAS	0.00	373.52		373.52	(373.52)		100.00
590-536-930.00	REPAIRS/MAINT. LAND & BLDG.	2,000.00	0.00		0.00	2,000.00		0.00
590-536-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	55,000.00	2,879.75		296.00	52,120.25		5.24
590-536-933.00	SOFTWARE MAINT AGREEMENT	750.00	201.00		67.00	549.00		26.80
590-536-935.00	LIABILITY INSURANCE	2,500.00	663.00		221.00	1,837.00		26.52
590-536-940.00	TREATMENT FACILITY RENTALS	0.00	0.00		0.00	0.00		0.00

10/02/2024 12:41 PM		REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP				Page: 18/20		
User: RKRAMER		PERIOD ENDING 09/30/2024						
DB: Tuscarora								
GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	09/30/2024	MONTH	09/30/2024	NORMAL	BALANCE	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)		(ABNORMAL)	
Fund 590 - SEWER FUND								
Expenditures								
590-536-948.00	COMPUTER SERVICES	0.00	0.00		0.00		0.00	0.00
590-536-967.00	STATE PARK SEWER	0.00	0.00		0.00		0.00	0.00
590-536-968.00	DEPRECIATION EXPENSE	0.00	0.00		0.00		0.00	0.00
590-536-975.00	BUILDINGS	0.00	0.00		0.00		0.00	0.00
590-536-977.00	EQUIPMENT	0.00	3,149.00		3,149.00		(3,149.00)	100.00
590-536-980.00	COMPUTER & OFFICE EQUIP	0.00	0.00		0.00		0.00	0.00
590-536-984.00	SOFTWARE	0.00	0.00		0.00		0.00	0.00
Total Dept 536 - WATER AND SEWER SYSTEMS		219,350.00	37,119.69		13,254.79		182,230.31	16.92
Dept 901 - CIP								
590-901-970.00	SEWER CAPITAL IMPROVEMENTS	0.00	0.00		0.00		0.00	0.00
Total Dept 901 - CIP		0.00	0.00		0.00		0.00	0.00
Dept 906								
590-906-992.00	BOND PRINCIPAL PAYMENT	63,000.00	0.00		0.00		63,000.00	0.00
590-906-993.00	BOND INTEREST PAYMENT	45,872.00	28,182.70		28,182.70		17,689.30	61.44
Total Dept 906		108,872.00	28,182.70		28,182.70		80,689.30	25.89
Dept 966								
590-966-995.00	INTERFUND TRANSFER OUT	0.00	0.00		0.00		0.00	0.00
Total Dept 966		0.00	0.00		0.00		0.00	0.00
Dept 999								
590-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00		0.00		0.00	0.00
Total Dept 999		0.00	0.00		0.00		0.00	0.00
TOTAL EXPENDITURES		328,222.00	65,302.39		41,437.49		262,919.61	19.90
Fund 590 - SEWER FUND:								
TOTAL REVENUES		259,272.73	55,909.39		(370.66)		203,363.34	21.56
TOTAL EXPENDITURES		328,222.00	65,302.39		41,437.49		262,919.61	19.90
NET OF REVENUES & EXPENDITURES		(68,949.27)	(9,393.00)		(41,808.15)		(59,556.27)	13.62

DB: Tuscarora

## REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP

Page: 19/20

PERIOD ENDING 09/30/2024

		2024-25	YTD BALANCE	ACTIVITY FOR		AVAILABLE		
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 09/30/2024	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDGT USED
Fund 860 - SPECIAL ASSESSMENT								
Revenues								
Dept 000								
860-000-451.00	SPEC ASSESSMENT	0.00	0.00	0.00		0.00	0.00	
860-000-451.01	PROSPECT/CHIPPEWA BEACH	71,665.00	0.00	0.00		71,665.00	0.00	
860-000-451.02	WAHBEE	17,592.00	0.00	0.00		17,592.00	0.00	
860-000-451.03	NABANOIS	0.00	0.00	0.00		0.00	0.00	
860-000-665.00	INTEREST INCOME	250.00	25.52	0.00		224.48	10.21	
860-000-665.01	INTEREST-CHIPPEWA BEACH	6,174.13	0.00	0.00		6,174.13	0.00	
860-000-665.02	INTEREST-WAHBEE	2,987.81	0.00	0.00		2,987.81	0.00	
860-000-674.00	CONTRIBUTIONS FROM PRIVATE SOURC	0.00	0.00	0.00		0.00	0.00	
860-000-699.00	INTERFUND TRANSFER IN	29,000.00	0.00	0.00		29,000.00	0.00	
Total Dept 000		127,668.94	25.52	0.00		127,643.42	0.02	
Dept 999								
860-999-599.99	REV CLOSING OFFSET	0.00	0.00	0.00		0.00	0.00	
Total Dept 999		0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUES		127,668.94	25.52	0.00		127,643.42	0.02	
Expenditures								
Dept 450 - ROAD AND STREET DETAIL								
860-450-900.03	NABANOIS PUBLICATIONS	0.00	0.00	0.00		0.00	0.00	
860-450-964.00	REFUNDS AND REBATES	0.00	0.00	0.00		0.00	0.00	
860-450-989.03	NABANOIS ROAD IMPROVEMENTS	0.00	0.00	0.00		0.00	0.00	
860-450-993.00	BOND INTEREST PAYMENT	4,062.58	4,062.58	4,062.58		0.00	100.00	
Total Dept 450 - ROAD AND STREET DETAIL		4,062.58	4,062.58	4,062.58		0.00	100.00	
Dept 906								
860-906-992.00	BOND PAYMENT	242,000.00	0.00	0.00		242,000.00	0.00	
Total Dept 906		242,000.00	0.00	0.00		242,000.00	0.00	
Dept 966								
860-966-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00		0.00	0.00	
Total Dept 966		0.00	0.00	0.00		0.00	0.00	
Dept 999								
860-999-999.99	EXP CLOSING OFFSET	0.00	0.00	0.00		0.00	0.00	
Total Dept 999		0.00	0.00	0.00		0.00	0.00	
TOTAL EXPENDITURES		246,062.58	4,062.58	4,062.58		242,000.00	1.65	

Fund 860 - SPECIAL ASSESSMENT:

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	09/30/2024 NORMAL (ABNORMAL)	MONTH 09/30/2024 INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE		
Fund 860 - SPECIAL ASSESSMENT								
	TOTAL REVENUES	127,668.94	25.52	0.00		127,643.42		0.02
	TOTAL EXPENDITURES	246,062.58	4,062.58	4,062.58		242,000.00		1.65
	NET OF REVENUES & EXPENDITURES	(118,393.64)	(4,037.06)	(4,062.58)		(114,356.58)		3.41
	TOTAL REVENUES - ALL FUNDS	3,792,432.93	158,256.74	7,754.22		3,634,176.19		4.17
	TOTAL EXPENDITURES - ALL FUNDS	4,056,185.08	851,514.24	214,877.59		3,204,670.84		20.99
	NET OF REVENUES & EXPENDITURES	(263,752.15)	(693,257.50)	(207,123.37)		429,505.35		262.84



**AGENDA ITEM**

**DATE OF MEETING:** October 8, 2024

**TITLE:** Phase 1 and 2 Sewer Bills

**SUMMARY:**

Bills attached for Board approval

**FINANCIAL IMPACT:** Paid by USDA Loan

**RECOMMENDATION:** Move to approve the Phase 1 bills and approve Phase 2 bills

**PREPARED BY:** Supervisor

**DEPT/BOARD/COMMISSION:** Board of Trustees

**ATTACHMENTS:** Attached



**Performance Engineers, Inc.**

Civil • Structural • Site Design

# INVOICE

Customer Project:  
Sewer Expansion – Equalization Tank/SPHR Grant  
Project No.: 23-6036

Date: September 30, 2024

INVOICE # 14579

To: Tuscarora Township  
Attn.: Robert Kramer  
3546 S. Straits Highway  
Indian River, Michigan 49749  
(231)238-7088

For Professional Services Rendered 06/01/2024 through 09/26/2024

Engineering Services:

Preconstruction documentation, contract admin, and  
Construction oversight \$ 11,259.83

Subcontracted Services:

None \$ 0

Project Expenses:

None \$ 0

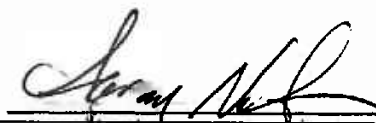
**Total Due This Invoice: \$ 11,259.83**

Explanation of Services: Engineering Services are included for the above referenced project, where Subcontracted Services are used, copies of these direct invoices to PEI are provided, where Project Expenses are incurred, copies of these receipts are provided.

Engineering Services Contract Summary:

Authorized Fee	\$ 182,119.00
Net Change by Change Order	(\$ 77,927.50)
Current Authorized Fee	\$ 104,191.50
Previously Invoiced Total	\$ 88,422.07
Current Invoice Total	\$ 11,259.83
Balance to Complete	\$ 4,509.60

The undersigned does hereby certify that the above summary of bills and invoices were reviewed and they are in accordance with the Engineering Services Agreement dated 03/16/2023 and only for labor and materials directly related to the approved project

  
Aaron Nordman, P.E., Principal

Please make checks payable to Performance Engineers, Inc.

**Thank you for your business!**



**Performance Engineers, Inc.**

Civil • Structural • Site Design

# INVOICE

Customer Project:  
Sewer Expansion – Phase I  
Project No.: 22-5797-32

Date: September 30, 2024  
INVOICE # 14580

To: Tuscarora Township  
Attn.: Robert Kramer  
3546 S. Straits Highway  
Indian River, Michigan 49749  
(231)238-7088

For Professional Services Rendered: 06/01/2024 through 09/26/2024

Engineering Services:

Preconstruction documentation, contract admin, and  
Construction oversight \$ 71,729.12

RPR Services:

Construction Inspection \$ 36,692.50

Project Expenses:

None \$ 0


**Total Due This Invoice: \$ 108,421.62**

Explanation of Services: Engineering Services are included for the above referenced project, where Subcontracted Services are used, copies of these direct invoices to PEI are provided, where Project Expenses are incurred, copies of these receipts are provided.

Engineering Services Contract Summary:

Authorized Fee	\$ 786,238.00
Net Change by Change Order	(\$113,978.00)
Current Authorized Fee	\$ 672,260.00
Previously Invoiced Total	\$ 360,633.67
Current Invoice Total	\$ 108,421.62
Balance to Complete	\$ 203,204.71

The undersigned does hereby certify that the above summary of bills and invoices were reviewed and they are in accordance with the Engineering Services Agreement dated 05/11/2022 and only for labor and materials directly related to the approved project.

  
\_\_\_\_\_  
Aaron Nordman, P.E. Principal

Please make checks payable to Performance Engineers, Inc.

**Thank you for your business!**





# Memo

**To:** Robert Kramer

**Date:** 9-24-24

**From:** Steve Corporon

**Re:** Tuscarora Township Sewer Extension Phase I - Gravity, Pay Request #1

---

Attached for your review is pay request #1 from Elmer's for the Tuscarora Township Sewer Extension Phase I - Gravity project in the amount of \$534,294.94. The contractor began work on the north side of the Indian River on August 23 and completed the work along Prospect St, Spruce St, Hemlock St and Gatewood Ave the week of August 16 followed by paving on August 20. Restoration work in this area is still being performed. The contractor is currently working south of the Indian River on Poplar St, River St, Juno St and Lake St. This pay request reflects all the work performed to date.

Please advise me if you have any questions regarding this pay request.

Sincerely,

**Performance Engineers, Inc.**

*Steve Corporon*

**Contractor's Application for Payment**

<b>Owner:</b> Tuscarora Township	<b>Owner's Project No.:</b> 22-5797A
<b>Engineer:</b> Performance Engineers, Inc.	<b>Engineer's Project No.:</b> 22-5797A
<b>Contractor:</b> Elmer's	<b>Contractor's Project No.:</b> 541012
<b>Project:</b> Tuscarora Township Sewer Phase I	
<b>Contract:</b> Tuscarora Township Sewer Extension Phase I - Gravity	
<b>Application No.:</b> 1	<b>Application Date:</b> 9/24/2024
<b>Application Period:</b> From 8/26/2024 to 9/22/2024	

1. Original Contract Price	\$ 2,688,787.51
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 2,688,787.51
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 562,415.73
5. Retainage	
a. 5% X \$ 562,415.73 Work Completed =	\$ 28,120.79
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 28,120.79
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 534,294.94
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$ 534,294.94
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,154,492.57

  
**Contractor's Certification**


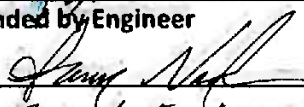
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances), and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

<b>Contractor:</b> Elmer's Crane & Equipment, Inc.	
<b>Signature:</b> 	<b>Date:</b> 9-24-24
<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> 	<b>By:</b> _____
<b>Title:</b> Project Engineer	<b>Title:</b> _____
<b>Date:</b> 9/25/24	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: Tuscarora Township  
 Engineer: Performance Engineers, Inc.  
 Contractor: Elmer's  
 Project: Tuscarora Township Sewer Phase I  
 Contract: Tuscarora Township Sewer Extension Phase I - Gravity

Owner's Project No.: 22-5797A  
 Engineer's Project No.: 22-5797A  
 Contractor's Project No.: 541012

Application No.: 1		Application Period: From 08/26/24 to 09/22/24		Application Date: 09/24/24							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / I) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	MOBILIZATION, MAX. 10%	1.0	LS	\$ 135,000.00	135,000.00	0.50	67,500.00		67,500.00	50%	67,500.00
2	TRAFFIC CONTROL	1.0	LS	\$ 50,000.00	50,000.00	0.33	16,500.00		16,500.00	33%	33,500.00
3	CONSTRUCTION STAKING SP	1.0	LS	\$ 0.01	0.01	0.33				0%	0.01
4	MACHINE GRADING, MOD	95.0	STA	\$ 680.00	64,600.00	18.46	11,192.80		11,192.80	17%	53,407.20
5	CULV, REM, LESS THAN 24 INCH	550.0	FT	\$ 11.00	6,050.00	30.00	330.00		330.00	5%	5,720.00
6	CURB AND GUTTER, REM	45.0	FT	\$ 9.00	405.00	37.00	333.00		333.00	82%	72.00
7	HMA, SURFACE, REM	825.0	SYD	\$ 3.00	2,475.00	283.70	851.10		851.10	34%	1,623.90
8	HMA, SURFACE, PULVERIZE	20,400.0	SYD	\$ 2.75	56,100.00	8,482.00	23,325.50		23,325.50	42%	32,774.50
9	PAVT, REM	15.0	SYD	\$ 17.00	255.00	0.00				0%	255.00
10	SIGN, TYPE III, ERECT, SALV	30.0	EA	\$ 110.00	3,300.00	0.00				0%	3,300.00
11	AGGREGATE BASE, REPLACE ONSITE MATERIALS, 6 INCH	12,200.0	SYD	\$ 4.80	58,560.00	2,848.00	13,100.80		13,100.80	23%	45,459.20
12	AGGREGATE BASE, 6 INCH	2,400.0	CYD	\$ 27.50	66,000.00	559.19	15,377.73		15,377.73	23%	50,622.27
13	SHOULDER CL 11, 4 INCH	480.0	SYD	\$ 20.00	9,600.00	0.00				0%	9,600.00
14	SUBGRADE UNDERCUTTING, TYPE II	400.0	CYD	\$ 39.00	15,600.00	2,856.40	103,599.60		103,599.60	664%	(87,999.60)
15	CULV, CL 8, 12 INCH	250.0	FT	\$ 43.00	10,750.00	30.00	1,290.00		1,290.00	12%	9,460.00
16	CULV, CL 8, 15 INCH	300.0	FT	\$ 46.00	13,800.00	0.00				0%	13,800.00
17	DEWATERING SYSTEM, TRENCH	5,100.0	FT	\$ 58.00	295,800.00	40.00	2,320.00		2,320.00	1%	293,480.00
18	SEWER, HDPE (DR-11), 3 INCH, DRILLED	415.0	FT	\$ 75.50	31,332.50	0.00				0%	31,332.50
19	SEWER, PVC (SDR-21), 3 INCH	2,050.0	FT	\$ 43.00	88,150.00	0.00				0%	88,150.00
20	SEWER SERVICE, PVC (SCHD 40), 4 INCH	4,950.0	FT	\$ 52.50	259,875.00	773.00	40,582.50		40,582.50	16%	219,292.50
21	SEWER, HDPE (DR-11), 4 INCH, OPEN CUT	650.0	FT	\$ 64.00	41,600.00	0.00				0%	41,600.00
22	SEWER, HDPE (DR-11), 4 INCH DRILLED	325.0	FT	\$ 108.00	34,450.00	0.00				0%	34,450.00
23	SEWER SERVICE, PVC (SDR-26), 6 INCH	100.0	FT	\$ 76.00	7,600.00	374.50	28,462.00		28,462.00	375%	(20,862.00)
24	SEWER, PVC (SDR-26), 8 INCH	7,400.0	FT	\$ 63.00	466,200.00	2,010.50	126,661.50		126,661.50	27%	339,538.50
25	SAN STRUCTURE, 60 INCH DIA., CLEANOUT, COMPLETE	3.0	EA	\$ 13,000.00	39,000.00	0.00				0%	39,000.00
26	SAN STRUCTURE, 48 INCH DIA.	27.0	EA	\$ 5,000.00	135,000.00	0.00	40,000.00		40,000.00	30%	95,000.00
27	LIFT STATION WITH VALVE VAULT, COMPLETE	3.0	EA	\$ 110,000.00	330,000.00	0.00				0%	330,000.00
28	ELECTRICAL ALLOWANCE	1.0	LS	\$ 30,000.00	30,000.00	0.00				0%	30,000.00
29	SAN TIE INTO EX. STRUCTURE, COMPLETE	1.0	EA	\$ 2,000.00	2,000.00	0.00				0%	2,000.00
30	LIFT STATION, UPGRADES, COMPLETE	1.0	EA	\$ 11,000.00	11,000.00	0.00				0%	11,000.00
31	CURB AND GUTTER, CONC, DET C4	45.0	FT	\$ 95.00	4,275.00	33.00	3,135.00		3,135.00	73%	1,140.00
32	DRIVEWAY, NONREINF CONC, 6 INCH	15.0	SYD	\$ 150.00	2,250.00	0.00				0%	2,250.00
33	HMA, 4E1, MOD, TOP	2,500.0	TON	\$ 116.00	290,000.00	584.95	67,854.20		67,854.20	23%	222,145.80
34	SITE RESTORATION	1.0	LS	\$ 130,000.00	130,000.00	0.00				0%	130,000.00
Original Contract Totals					\$ 2,688,787.51		\$ 562,415.73	\$ -	\$ 562,415.73	21%	\$ 2,126,371.78



# Memo

**To:** Robert Kramer

**Date:** 9-24-24

**From:** Steve Corporon

**Re:** Tuscarora Township Sewer Extension Phase I - LPS, Pay Request #1

---

Attached for your review is pay request #1 from Matt's Underground for the Tuscarora Township Sewer Extension Phase I - LPS project in the amount of \$290,988.23. The contractor began work on the north side of the Indian River on September 9 and completed drilling of the force main under Prospect St on September 12 and the drilling of the force main under the Indian River on September 18. The contractor is currently working on drilling the force main under S Prospect St towards the Columbus Beach Club (CBC). Work within the CBC is expected to begin the week of October 7. This pay request reflects all the work performed to date.

Please advise me if you have any questions regarding this pay request.

Sincerely,

**Performance Engineers, Inc.**

*Steve Corporon*

**Contractor's Application for Payment**

<b>Owner:</b> <u>Tuscarora Township</u> <b>Engineer:</b> <u>Performance Engineers, Inc.</u> <b>Contractor:</b> <u>Matt's Underground</u> <b>Project:</b> <u>Tuscarora Township Sewer Phase I</u> <b>Contract:</b> <u>Tuscarora Township Sewer Extension Phase I - LPS</u>	<b>Owner's Project No.:</b> <u>22-5797B</u> <b>Engineer's Project No.:</b> <u>22-5797B</u> <b>Contractor's Project No.:</b> <u>2404-7107</u>																								
<b>Application No.:</b> <u>1</u> <b>Application Date:</b> <u>9/24/2024</u> <b>Application Period:</b> From <u>8/26/2024</u> to <u>9/22/2024</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 2,224,569.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 2,224,569.00</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 306,303.40</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td>    a. <u>5%</u> X \$ 306,303.40 Work Completed =</td> <td style="text-align: right;">\$ 15,315.17</td> </tr> <tr> <td>    b. <u>5%</u> X \$ - Stored Materials =</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>    c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 15,315.17</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 290,988.23</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td></td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 290,988.23</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$ 1,933,580.77</td> </tr> </table>		1. Original Contract Price	\$ 2,224,569.00	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 2,224,569.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 306,303.40	5. Retainage		a. <u>5%</u> X \$ 306,303.40 Work Completed =	\$ 15,315.17	b. <u>5%</u> X \$ - Stored Materials =	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 15,315.17	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 290,988.23	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$ 290,988.23	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,933,580.77
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<b>Contractor's Certification</b> The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
<b>Contractor:</b> <u>Matt's Underground</u> <b>Signature:</b> <u>[Signature]</u> <b>Date:</b> <u>9-24-24</u>																									
<b>Recommended by Engineer</b> <b>By:</b> <u>[Signature]</u> <b>Title:</b> <u>Project Engineer</u> <b>Date:</b> <u>9/25/24</u>	<b>Approved by Owner</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																								
<b>Approved by Funding Agency</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																									



**Progress Estimate - Unit Price Work**
**Contractor's Application for Payment**

Owner: Tuscarora Township  
 Engineer: Performance Engineers, Inc.  
 Contractor: Matt's Underground  
 Project: Tuscarora Township Sewer Phase I  
 Contract: Tuscarora Township Sewer Extension Phase I - LPS

Owner's Project No.: 22-5797B  
 Engineer's Project No.: 22-5797B  
 Contractor's Project No.: 2404-7107

Application No.: 1		Application Period: From 08/26/24 - to 09/22/24		Application Date: 09/24/24							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	MOBILIZATION, MAX. 10%	1.0	LS	\$ 140,000.00	140,000.00	0.50	70,000.00		70,000.00	50%	70,000.00
2	TRAFFIC CONTROL	1.0	LS	\$ 12,750.00	12,750.00	0.33	4,207.50		4,207.50	33%	8,542.50
3	CONSTRUCTION STAKING SP	1.0	LS	\$ 8,750.00	8,750.00	0.33	2,887.50		2,887.50	33%	5,862.50
4	MACHINE GRADING	29.0	STA	\$ 1,850.00	53,650.00		-		-	0%	53,650.00
5	CULV, REM, LESS THAN 24 INCH	40.0	FT	\$ 45.00	1,800.00		-		-	0%	1,800.00
6	CURB AND GUTTER, REM	30.0	FT	\$ 35.00	1,050.00		-		-	0%	1,050.00
7	HMA, SURFACE, REM	1,200.0	SYD	\$ 10.00	12,000.00	15.00	150.00		150.00	1%	11,850.00
8	PAVT, REM	95.0	SYD	\$ 13.00	1,235.00		-		-	0%	1,235.00
9	SIGN, TYPE III, ERECT, SALV	3.0	SYD	\$ 2,200.00	6,600.00		-		-	0%	6,600.00
10	AGGREGATE BASE, REPLACE ONSITE MATERIALS, 6 INCH	1,100.0	EA	\$ 35.50	39,050.00		-		-	0%	39,050.00
11	AGGREGATE BASE, 6 INCH	900.0	SYD	\$ 73.50	66,150.00		-		-	0%	66,150.00
12	SHOULDER CL II, 4 INCH	40.0	CYD	\$ 16.00	640.00		-		-	0%	640.00
13	CULV, CL B, 12 INCH	40.0	SYD	\$ 65.00	2,600.00		-		-	0%	2,600.00
14	DEWATERING SYSTEM, TRENCH	1,200.0	CYD	\$ 45.00	54,000.00		-		-	0%	54,000.00
15	SEWER, HPDE (SDR-11), 1.5 INCH, DRILLED	1,300.0	FT	\$ 28.00	36,400.00		-		-	0%	36,400.00
16	SEWER, HPDE (SDR-11), 2 INCH, DRILLED	800.0	FT	\$ 32.00	25,600.00		-		-	0%	25,600.00
17	SEWER, HDPE (SDR-11), 3 INCH, DRILLED	2,800.0	FT	\$ 38.00	106,400.00		-		-	0%	106,400.00
18	SEWER, HDPE (SDR-11), 3 INCH, OPEN CUT	675.0	FT	\$ 75.00	50,625.00		-		-	0%	50,625.00
19	SEWER, PVC (SDR-21), 3 INCH	75.0	FT	\$ 125.00	9,375.00		-		-	0%	9,375.00
20	SEWER, HPDE (SDR-11), 4 INCH, DRILLED	1,700.0	FT	\$ 36.00	61,200.00	1,390.00	50,040.00		50,040.00	82%	11,160.00
21	SEWER SERVICE, PVC (SCHD 40), 4 INCH	1,900.0	FT	\$ 55.00	104,500.00		-		-	0%	104,500.00
22	SEWER, PVC (SDR-21), 8 INCH	2,900.0	FT	\$ 125.00	362,500.00		-		-	0%	362,500.00
23	SAN STRUCTURE, 60 INCH DIA., AIR RELIEF, COMPLETE	2.0	FT	\$ 15,375.00	30,750.00	1.20	18,450.00		18,450.00	60%	12,300.00
24	SAN STRUCTURE, 60 INCH DIA., CLEANOUT, COMPLETE	3.0	FT	\$ 16,100.00	48,300.00	1.80	28,980.00		28,980.00	60%	19,320.00
25	2 INCH FORCEMAIN CLEANOUT ASSEMBLY, COMPLETE	2.0	EA	\$ 1,750.00	3,500.00		-		-	0%	3,500.00
26	SAN STRUCTURE, 48 INCH DIA.	8.0	EA	\$ 5,818.00	46,544.00	4.80	27,926.40		27,926.40	60%	18,617.60
27	LIFT STATION WITH VALVE VAULT, COMPLETE	2.0	EA	\$ 86,385.00	172,770.00	1.20	103,662.00		103,662.00	60%	69,108.00
28	ELECTRICAL ALLOWANCE	1.0	LS	\$ 20,000.00	20,000.00		-		-	0%	20,000.00
29	CURB STOP ASSEMBLY, COMPLETE	26.0	EA	\$ 7,400.00	192,400.00		-		-	0%	192,400.00
30	PUMP STATION, INDIVIDUAL, COMPLETE	25.0	EA	\$ 14,295.00	357,375.00		-		-	0%	357,375.00
31	CURB AND GUTTER, CONC, DET C4	30.0	FT	\$ 85.00	2,550.00		-		-	0%	2,550.00
32	DRIVEWAY, NONREINF CONC, 6 INCH	95.0	SYD	\$ 89.00	8,455.00		-		-	0%	8,455.00
33	HMA, 4E1, MOD, TOP	625.0	TON	\$ 175.00	109,375.00		-		-	0%	109,375.00
34	SITE RESTORATION	1.0	LS	\$ 75,675.00	75,675.00		-		-	0%	75,675.00
Original Contract Totals					\$ 2,224,569.00		\$ 306,303.40	\$ -	\$ 306,303.40	14%	\$ 1,918,265.60



# Memo

**To:** Robert Kramer

**Date:** 9-25-24

**From:** Steve Corporon

**Re:** Tuscarora Township WWTP Expansion, Pay Request #2

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Attached for your review is pay request #2 from Grand Traverse Construction for the Tuscarora Township WWTP Expansion project in the amount of \$115,443.05. The majority of the excavation work at the site has been completed and concrete and rebar work has begun for the new tanks. This pay request reflects all the work performed to date.

\$111,738.05 of this pay request is attributed to USDA Phase I funded work. The remaining \$3,705.00 of this pay request is attributed to EGLE funded work on the equalization/surge tank. You will need to submit a separate request to each agency for their respective amounts and subsequently submit two separate checks to Grand Traverse Construction once funds are received from each agency.

Please advise me if you have any questions regarding this pay request.

Sincerely,

**Performance Engineers, Inc.**

*Steve Corporon*

**Contractor's Application for Payment**

<b>Owner:</b> Tuscarora Township	<b>Owner's Project No.:</b> 22-6036
<b>Engineer:</b> Performance Engineers, Inc	<b>Engineer's Project No.:</b> 22-6036
<b>Contractor:</b> Grand Traverse Construction	<b>Contractor's Project No.:</b> 1-24106
<b>Project:</b> Tuscarora Township Sewer Extension Phases I & II	
<b>Contract:</b> Tuscarora Township WWTP Expansion	
<b>Application No.:</b> 2	<b>Application Date:</b> 9/30/2024
<b>Application Period:</b> From 9/1/2024 to 9/30/2024	

1. Original Contract Price	\$ 4,025,365.00
2. Net change by Change Orders	\$
3. Current Contract Price (Line 1 + Line 2)	\$ 4,025,365.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 184,934.00
5. Retainage	
a. 5% X \$ 184,934.00 Work Completed =	\$ 9,246.70
b. 5% X \$ - Stored Materials =	\$
c. Total Retainage (Line 5 a + Line 5 b)	\$ 9,246.70
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 175,687.30
7. Less previous payments (Line 6 from prior application)	\$ 60,244.25
8. Amount due this application	\$ 115,443.05
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 3,849,677.70

  
**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<b>Contractor:</b> <u>Paul E. Mahon</u>	
<b>Signature:</b> <u>Grand Traverse Construction</u>	<b>Date:</b> <u>9-24-24</u>

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u>[Signature]</u>	<b>By:</b> _____
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> _____
<b>Date:</b> <u>9/25/24</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

USDA Phase I: \$111,738.05

EGLE: \$3,705.00



Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Tuscarora Township	Owner's Project No.:	22-6036
Engineer:	Performance Engineers, Inc.	Engineer's Project No.:	22-6036
Contractor:	Grand Traverse Construction	Contractor's Project No.:	1-24106
Project:	Tuscarora Township Sewer Extension Phases I & II		
Contract:	Tuscarora Township WWTP Expansion		

Application No.:	2	Application Period:	From	09/01/24	to	09/30/24	Application Date:	09/30/24
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	MOBILIZATION (PH I)	72,501.00	15,000.00	57,501.00		72,501.00	100%	-
2	MOBILIZATION (PH II)	72,500.00				-	0%	72,500.00
3	WWTP EXP INCL EQUIP, MATERIALS & LABOR (PH I)	1,208,201.00	48,415.00	59,618.00		108,033.00	9%	1,100,168.00
4	WWTP EXP INCL EQUIP, MATERIALS & LABOR (PH II)	1,651,284.00				-	0%	1,651,284.00
5	EQUALIZATION/SURGE TANK	888,335.00		3,900.00		3,900.00	0%	884,435.00
6	SITE IMPROVEMENTS (PH I)	125,004.00				-	0%	125,004.00
7	PLUG & ABANDON MONITOR WELL & INSTALL NEW WELL	7,540.00		500.00		500.00	7%	7,040.00
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**SWORN STATEMENT**

Owner Tuscarora Township

Date 9/24/2024

State of MICHIGAN )

Company Name **Grand Traverse Construction**

Completed By \_\_\_\_\_

County of GRAND TRAVERSE )ss.

Phone 231-929-1000 Fax 231-929-4435

Email

Address of Improvements 4649 Brudy Road, Indian River, MI

The Project Manager of the company identified above (Contractor), the builder or general contractor for the construction of certain improvements at the property described above, hereby swears and affirms that the following is a list of each professional, subcontractor, supplier and laborer that Contractor has retained in connection with such improvements and that opposite each such name is a correct and full description of the work or materials to be provided by such party, the amount of the original contract or bid, the revised contract amount, if any, the aggregate amount of previous payments to such party, the current amount due such party as of the date set forth above and the remaining amount required to complete the particular item of work as follows:

[illegible]

The Contractor has not employed or procured materials from, contracted or subcontracted with any persons, firms, or corporations other than those set forth above and owes no monies for the construction of said buildings or improvements other than the sums set forth above.

Deponent further says that he or she makes the foregoing statements as the (owner) (contractor) (subcontractor) or as the (owner) (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of Construction Liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of Michigan Compiled Laws.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE ABOVE DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHINGS OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHINGS PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OF LESSEE IF THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, TELEPHONE OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 109 OR 109A, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS OF RECEIVING THE REQUEST.

Paul E. Mahon  
Project Manager

Paul Mahon, Senior Project Manager  
Printed Name and Title

9-24-24  
Date  
Subscribed and sworn to me this 24 day of September 2024

Ashley A. Meeuwse  
Notary Public Signature

Ashley A. Meeuwse  
Printed Name

Grand Traverse  
Acting in Grand Traverse  
My Commission Expires 8/1/2027  
County, Michigan  
County

## **Treasurer Report**

10/02/2024 12:44 PM  
User: RKRAMER  
DB: Tuscarora

CASH SUMMARY BY BANK FOR TUSCARORA TWP  
FROM 07/01/2024 TO 09/30/2024

Page: 1/2

Bank Code			Beginning Balance 07/01/2024	Total Debits	Total Credits	Ending Balance 09/30/2024
Fund	Description					
SPAS 2016	SPECIAL ASSESSMENT					
860	SPECIAL ASSESSMENT		148,184.85	25.52	0.00	148,210.37
	2016 SPECIAL ASSESSMENT		148,184.85	25.52	0.00	148,210.37
DDASV DDA	IMMA					
248	DOWNTOWN DEVELOPMENT AUTHORITY		529.06	310,021.33	0.00	310,550.39
	DDA IMMA		529.06	310,021.33	0.00	310,550.39
DDARD DDA	USDA RD BOND					
248	DOWNTOWN DEVELOPMENT AUTHORITY		26,400.00	0.00	0.00	26,400.00
	DDA USDA RD BOND		26,400.00	0.00	0.00	26,400.00
POOL GENERAL - ALL						
101	GENERAL FUND		520,473.62	194,425.66	404,917.40	309,981.88
206	FIRE FUND		(3,275.23)	0.00	0.00	(3,275.23)
207	POLICE FUND		715,454.17	27,237.35	304,547.55	438,143.97
219	STREET LIGHTING FUND		15,846.58	0.00	8,490.82	7,355.76
248	DOWNTOWN DEVELOPMENT AUTHORITY		248,610.45	5,663.00	62,249.79	192,023.66
271	LIBRARY FUND		271,735.75	35,417.24	63,887.42	243,265.57
282	ARPA FUND		1,226.93	0.00	0.00	1,226.93
502	BOAT LAUNCH		127,932.15	6,802.00	144.44	134,589.71
590	SEWER FUND		(147,950.86)	251,148.80	279,535.84	(176,337.90)
860	SPECIAL ASSESSMENT		(6,752.42)	0.00	4,062.58	(10,815.00)
	GENERAL - ALL		1,743,301.14	520,694.05	1,127,835.84	1,136,159.35
LIBIN IRAL	INVESTMENT ACCOUNT					
271	LIBRARY FUND		53,329.54	0.00	0.00	53,329.54
	IRAL INVESTMENT ACCOUNT		53,329.54	0.00	0.00	53,329.54
LIBSP LIBRARY	SPECIAL					
271	LIBRARY FUND		28,106.89	0.00	0.00	28,106.89
	LIBRARY SPECIAL		28,106.89	0.00	0.00	28,106.89
SWRC1 PNC	SEWER PHASE 1 CONSTRUCTION					
590	SEWER FUND		0.00	292,674.84	146,337.42	146,337.42
	PNC SEWER PHASE 1 CONSTRUCTION		0.00	292,674.84	146,337.42	146,337.42
ADDRE SEWER	ADD REU					
590	SEWER FUND		310,843.04	0.00	2,673.25	308,169.79
	SEWER ADD REU		310,843.04	0.00	2,673.25	308,169.79

Bank Code		Beginning Balance	Total	Total	Ending
Fund	Description	07/01/2024	Debits	Credits	Balance 09/30/2024
SGRAN	SEWER PHASE 1 AND 2				
590	SEWER FUND	50.00	0.00	50.00	0.00
	SEWER PHASE 1 AND 2	<u>50.00</u>	<u>0.00</u>	<u>50.00</u>	<u>0.00</u>
RRI	SEWER RRI				
590	SEWER FUND	79,415.41	2,673.25	0.00	82,088.66
	SEWER RRI	<u>79,415.41</u>	<u>2,673.25</u>	<u>0.00</u>	<u>82,088.66</u>
SEWER	SEWER SPEC ASSESSMENT				
590	SEWER FUND	233,491.75	100,102.83	100,061.07	233,533.51
	SEWER SPEC ASSESSMENT	<u>233,491.75</u>	<u>100,102.83</u>	<u>100,061.07</u>	<u>233,533.51</u>
TXCHK	TAX CHECKING				
703	CURRENT TAX COLLECTION FUND	155,183.27	3,488,992.18	2,561.18	3,641,614.27
	TAX CHECKING	<u>155,183.27</u>	<u>3,488,992.18</u>	<u>2,561.18</u>	<u>3,641,614.27</u>
	TOTAL - ALL FUNDS	<u>2,778,834.95</u>	<u>4,715,184.00</u>	<u>1,379,518.76</u>	<u>6,114,500.19</u>

# **Meeting Minutes**

**TUSCARORA TOWNSHIP**  
**3546 S STRAITS HWY, INDIAN RIVER, MI 49749**  
**SEPTEMBER 10, 2024 at 7:00 pm**  
**REGULAR BOARD MEETING MINUTES**

**ITEM 1: CALL TO ORDER**

The meeting was called to order by Supervisor Kramer at 7:00 pm.

**ITEM 2: PLEDGE of ALLEGIANCE**

The supervisor led the board and public in reciting the Pledge of Allegiance.

**ITEM 3: ROLL CALL**

All Present – Supervisor Kramer, Clerk Reidsma, Trustee Vance, Treasurer Dillaha, Trustee Pearson  
Staff Present: Ron Odenwald, Chris Green, Dan Rempinski (ProNexus)  
Quorum present – yes

**ITEM 4: BOARD MEMBER CONFLICT OF INTEREST STATEMENT**

Supervisor Kramer reported a potential conflict of interest given his residence is in the sewer district, which is on the agenda.

**ITEM 5: PUBLIC HEARING – WRIGHT REAL ESTATE, COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE APPLICATION**

Open at 7:01/ Closed at 7:03.

Name:               Comment:

M. Bizon            Commented on the strong need for a Public Laundry facility

**ITEM 6: PUBLIC COMMENT ON AGENDA ITEMS (3 minutes)**

The floor was open for public comment at 7:04. Closed at 7:13.

J. McGinnis -- Commerce Park Water Well History

B. Henderson – Parks Expense Question

D. Webb – Road Commission agenda item (consent) comments on need for sidewalk legal opinion

K. Ashford – Comments on Martha Street sidewalk proposal and property issues

**ITEM 7: APPROVAL OF CONSENT AGENDA**

Consent agenda items include – Bills Report, Bills Sewer project phases 1 & 2, Treasurer Report, Minutes, Reports by DDA, FOIA, Parks, Police, Road Commission agreement, 2024 Tax Rate Request

**MOTION:** Move to remove ‘Bills Sewer project phases 1 & 2’ from consent agenda to Item 9c.

Moved by Reidsma, seconded by Dillaha.

MOTION CARRIED by unanimous voice vote

**MOTION:** Move to approve the Consent Agenda with exception of Sewer Bills phases 1 & 2

Moved by Vance, seconded by Pearson.

MOTION CARRIED by unanimous voice vote.

**ITEM 8.0: ICE ARENA NAMING**

**MOTION:** Move to add a Board agenda item for Ice Arena Naming.

Moved by Kramer, seconded by Pearson.

MOTION CARRIED by unanimous voice vote.



**TUSCARORA TOWNSHIP**  
**3546 S STRAITS HWY, INDIAN RIVER, MI 49749**  
**SEPTEMBER 10, 2024 at 7:00 pm**  
**REGULAR BOARD MEETING MINUTES**

**MOTION:** Move to name the Cooperation Park Ice Skating rink as the “Harris & Mevin Family Ice Rink” via a Board Resolution.

Moved by Kramer, seconded by Vance.

MOTION CARRIED by unanimous roll call vote.

DISCUSSION: This resolution was read citing the family for their generosity and community support over many years. The supervisor asked Mr. Melvin to explain to the Board about the history of the ice rink and another community project the family was supporting.

**OLD BUSINESS**

**ITEM 8A: TREASURER / FINANCIAL REPORT**

**INFORMATION:** The Treasurer Dillaha, Administration Assistant Green, and CPA Dan Rempiski, ProNexis, presented findings and recommendations in regard to Township Accounting (see Board Packet for details). Topics covered include the General Ledger and Systems, Monthly Close, Bank Reconciliations, Fixed Assets, Debt, Due to from Interfund Accounts, Accounts Payable, Payroll & Payroll related Liabilities, Accounts Receivables, Prepaids, and Other Assets, and Staffing.

Biggest challenge were “rocks” (carry-over data in account) without adequate baseline / origination 3<sup>rd</sup> party evidence (like invoices) to validate the entry. Much of this occurred when transitioning from old accounting system to BSA in 2018. A need for a Debt Service Fund, Fixed Asset Fund, and Enterprise Funds (possibly airport) are under consideration.

Question asked: “Are we missing any money”? Answer: “No”! If someone believes there is money missing, please come forward with data to show us.

No one came forward at the meeting to claim they had the data to substantiate the allegation.

**ITEM 8B: WRIGHT REAL ESTATE, COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE APPLICATION**

**MOTION:** Move to approve the Commercial Rehabilitation Exemption Certificate for 10 years.

Moved by Kramer, seconded by Dillaha.

MOTION CARRIED by unanimous voice vote.

DISCUSSION: Wright Real Estate has filed an application with the township for a Commercial Rehabilitation Exemption for the demolition of a vacant commercial building to build a public laundry facility and business suites at an estimated cost of \$1,800,000, to be completed within the next year. Development will provide jobs and increased tax revenues. This is a commitment being made to the community by the developer given the financials submitted (not a money making proposition). Property taxes remain the same during abatement period. School taxes will increase upon the completion of the project.

**ITEM 8C: PARKS TRUCK**

**MOTION:** Move to approve the additional Capital Funds from the General Fund for \$3759 to cover the total cost of the Park’s plow.

Moved by Reidsma, seconded by Dillaha.

MOTION CARRIED by unanimous voice vote.

Discussion: The plow and truck are required by Parks for Township Parks and Downtown maintenance and were both approved for \$70k as a Capital Improvement Project (CIP). The plow cost \$3759 more than estimated. It was recommended that the General Fund be used to fund the difference rather than

**TUSCARORA TOWNSHIP**  
**3546 S STRAITS HWY, INDIAN RIVER, MI 49749**  
**SEPTEMBER 10, 2024 at 7:00 pm**  
**REGULAR BOARD MEETING MINUTES**

the Parks Annual Budget. The plow and truck will reduce the GL 101-000-386 fund to zero in this transaction.

**ITEM 8D: AIRPORT HANGER PLOT H LEASE**

**MOTION:** Move to accept the Hanger Plot H Lease offer at \$375/year for 25 years including a cost of living increase on a yearly basis based upon CPI-U index, with lease language to parallel / follow the recent Lepien lease agreement.

Moved by Vance, seconded by Dillaha.

MOTION CARRIED by unanimous voice vote.

Discussion: Ron Odenwald (deputy Supervisor), worked with the Leasee, to negotiate the terms for the agreement to be contractually documented as the Lease. Previous yearly lease was \$250 / year without any cost-of-living increases for a 25-year term.

**MOTION:** Move to approve the Clerk to sign all documents on behalf of the Board.

Moved by Kramer, seconded by Pearson.

MOTION CARRIED by unanimous voice vote.

**NEW BUSINESS**

**ITEM 9A: COMMERCE PARK WATER REQUEST**

**MOTION:** Move to approve the "letter of declaration of acceptance" to the Health Department from the Township for MGD to use the Township water system with a metered water cost, MGD pays for all installation / additional costs, pro-rated well maintenance costs, and testing costs with a contract to follow once permit has been provided.

Moved by Reidsma, seconded by Dillaha.

MOTION CARRIED by unanimous voice vote.

Discussion: Commerce Park Water Request from MGD Indian River LLC is requesting connection to the Tuscarora Township on-site water system to provide service to the approved development. Underground fuel storage tanks on an adjacent property cancelled the original plans for water service due to setback restrictions. The Health Department is in agreement with this proposal, but requires the Township to provide a letter of declaration of acceptance prior to providing a permit. Township Sewer system currently consumes only 25% of well capacity (estimate) and a coarse estimate of an additional 10% to be required by MGD.

**MOTION:** Move to approve Ron Odenwald, Deputy Supervisor, to negotiate all contractual agreements once permit has been provided.

Moved by Kramer, seconded by Vance.

MOTION CARRIED by unanimous voice vote.

**ITEM 9B: BUDGET AMENDMENTS**

**MOTION:** Move to approve the budget amendments (as documented in the Board packet).

Moved by Dillaha, seconded by Pearson.

MOTION CARRIED by unanimous voice vote.

Discussion: Budget Amendments address the Park's Truck plow expense & accounting and the Professional fees for accounting services to address historical issues within our accounts and setup for Sewers phase 1 and 2.

**TUSCARORA TOWNSHIP**  
**3546 S STRAITS HWY, INDIAN RIVER, MI 49749**  
**SEPTEMBER 10, 2024 at 7:00 pm**  
**REGULAR BOARD MEETING MINUTES**

**ITEM 9C: BILLS SEWER PROJECT PHASE 1 & 2**

**MOTION:** Move to approve the phase 2 bills for reimbursements and expenses from the USDA bond fund account.

Moved by Dillaha, seconded by Reidsma.

MOTION CARRIED by unanimous voice vote.

Discussion: The phase 2 invoices (\$259,326.10) were in the Board Packet. Invoices previously paid with Township General fund money, were captured within the Enterprise fund, and can now be reimbursed from the USDA bond account for a total of \$136,623 dollars to be returned to the General Fund. New phase 2 invoices can be paid directly from the USDA bond account for a total of \$122,703.35.

**MOTION:** Move to approve bills for phase 1 submitted by Performance Engineering.

Moved by Kramer, seconded by Vance.

MOTION CARRIED by unanimous voice vote.

DIISCUSSION: A summary of the expenses for phase 1 (Grand Traverse Construction @ \$60,244.25) was included in the Board Packet.

**ITEM 10: PUBLIC COMMENT (3 minutes)**

Public comment began at 8:43 pm and ended at 8:56 pm.

D. Webb - commented on the allegations of missing money.

P. McGinnis – commented on allegations of OMA violations by board members

K. Rutkowski – addressing rumors regarding “meet the candidates” event

K. Hill - commenting on activities for children within the Library and Indian river

R. Grandy – providing a thank you to Chief Temple and Doug Schofield

**ITEM 11: BOARD COMMENT**

Four board members commented.

**ITEM 12: MOTION TO ADJOURN**

Meeting adjourned at 9:10 pm

Respectfully submitted,

Jay Reidsma, Tuscarora Township Clerk



**DATE OF MEETING:** October 8, 2024

**TITLE:** Special Meeting Minutes 9-25-2024

**SUMMARY:** Minutes Correction

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Approve corrected minutes

**PREPARED BY:** Jay Reidsma, Clerk

**DEPT/BOARD/COMMISSION:** Board of Trustees

**ATTACHMENTS:** Corrected minutes

**TUSCARORA TOWNSHIP BOARD**  
**September 25, 2024 Time: 9:30 am**  
**3546 S. Straits Hwy. Indian River, MI 49749**  
**SPECIAL MEETING MINUTES**

**AGENDA:**

1. Call to order
2. Roll Call
3. Agenda changes
4. Commercial Rehabilitation District Resolution
5. Commerce Park Restrictions
6. Accounting Changes
7. Airport Contract
8. Airport Lease
9. Budget Amendments
10. Bills
11. Public Comments
12. Board Comments
13. Adjournment

**MINUTES:**

**Item 1. Call to order:** Supervisor Kramer called the meeting to order at 9:30 am.

**Item 2. Roll Call:** Supervisor Kramer, Clerk Reidsma, Treasurer Dillaha, Trustee Vance, and Trustee Pearson present. A Quorum present.

**Items 3. Agenda changes**

Motion: Move to add Airport Lease and remove the PEI agreement to the Agenda.

Moved by Kramer, seconded by Vance.

Motion passed 5-0 voice vote.

Discussion: All Board members present, which allows a vote on agenda change motions.

**Item 4. Commercial Rehabilitation District Resolution**

**Motion:** Move to approve the Commercial Rehabilitation District Resolution as supplied in Board Packet.

Moved by Pearson, seconded by Dillaha.

Motion passed 5-0 roll call vote.

Information Discussion: Resolution is required to approve of an exemption certificate application, PA210 of 2005, as amended for the Wright Real Estate LLC, Located at 6339 Burchfield Road, Indian River, Michigan

**Item 5. Commerce Park Restrictions**

**Motion:** Move to approve the clarified deed restrictions for Tuscarora Township Commerce Park; to apply them only to lots 13, 14, 15, 16; and revise the appropriate deed restriction documents as recommended by the Township Attorney.

Moved by Reidsma, seconded by Dillaha.

Motion passed 4-0 voice vote with Kramer abstaining.

~~Information Discussion:~~ In August, 2023, the Township sold lots 13, 14, 15, 16 in Commerce Park and issued updated deed restrictions with the sale. The deed restrictions should have applied only to the 4 lots involved with that sale, not all 18 lots in Commerce Park.

**Item 6. Accounting Changes**

**Motion:** Move to bring accounting records to actuals within the Special Assessment fund (860) by changing "Due to Other Funds" from \$14,468.26 to zero, and changing "Due from Eagles Nest" from \$70,611.75 to zero.

Moved by Reidsma, seconded by Kramer.

Motion passed 5-0 voice vote.

~~Discussion:~~ Treasurer Dillaha explained that we have no 3<sup>rd</sup> party documentation (invoices, checks, bank accounts, transactions prior to BSA origination) that can be used to substantiate these receivables to validate their existence based upon research from accounting experts.

**Item 7. Airport Contract**

**Motion:** Move to review the two Forestry bids received and confirm concurrence with the Forestry expert/consultant's (Forester Greg Dragowski) recommendation that EH Tulgestka and Sons, as the selected best contractor for the project based upon Township Attorney advice.

Moved by Vance, seconded by Dillaha.

Motion passed 4-0 voice vote (Kramer abstains)

~~Information Discussion:~~ In August, 2023, the Township sold timber rights using a forest expert / consultant to bid and supervise the contract for the project. There were two bids, but the expert / consultant only submitted one bid for consideration as the best choice for the Township

**Item 8. Airport Lease**

**Motion:** Move to approve the Private Hangar Airport Lease Agreement for Plot H to Howard W. Mason per Board Packet.

Moved by Kramer, seconded by Dillaha.

Motion passed 5-0 voice vote.

~~Information Discussion:~~ Lease terms follow the language and agreements found in J. Leppien's recent lease renewal, which makes this a 25-yr lease with a Consumer Price Index for Urban Consumers (CPI-U) to each years lease.

**Item 9. Budget Amendments**

**Motion:** Move to approve budget amendments of +\$135,889.00 for account 101-000-676.00 “Reimbursements” and +\$180,000.00 for account 101-901-970.02 “Buildings and Grounds”.

Moved by Kramer, seconded by Vance.

Motion passed 5-0 voice vote.

Discussion: None

**Item 10. Bills**

**Motion:** Move to pay the bills as summarized in Invoice Register in the Board Packet for \$36,140.55 total and a separate NEMCOG bill for \$1054.00.

Moved by Kramer, seconded by Pearson.

Motion passed 5-0 voice vote

Information ~~Discussion~~: Multiple funds will receive charges.

**Item 10. Public Comments** (opened at 9:36 am / closed at 9:38)

P. McGinnis – comments regarding Supervisor Kramer and other Board Members

**Item 11. Board Comments:**

Two Board members had comments.

**Item 12. Meeting adjourned:** 9:43 am.

Respectfully submitted,

Jay Reidsma, Township Clerk

## Reports



**DDA**

## TUSCARORA TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY

### Monthly Meeting Minutes: September 16, 2024

#### **Roll Call: 7:00 pm**

- Present: D. Bodnar; S. Fisher; K. Olsen; L. Pollard; M. Whitener
- Absent: B. Kramer; T. Goral; D. Nivelt

#### **Approval of Current Meeting Agenda and Meeting Minutes:**

- Motion was made by S. Fisher; seconded by L. Pollard to approve the current agenda with moving Expanding the Boundaries of the DDA after Treasurers report. All in favor.
- Motion was made to approve the August 19, 2024 meeting minutes by K. Oleson; seconded by L. Pollard. All in favor.

#### **Financials for July 2024:**

- Financial Report:  
Balance in Account \$232,840.55. USDA has deposited \$310,000.00. Motion made by M. Whitener; seconded by K. Oleson to approve the financial report. All in favor.

#### **Expanding the DDA Boundaries:**

- Jessica Lovay from NLEA provided details on either amending our DDA boundaries or creating a new DDA district. Both options require the same steps and same timeline: same number of public hearings and mailings. Jessica consulted with the Alpena DDA director and learned that if we amend and expand our current DDA boundaries it does not reset initial base year. Whether we amend or create new, it gives other taxing units the option to opt out of the new or expanding district but not the existing DDA. If the two districts are contiguous it was recommended that we amend the current boundaries versus creating a new DDA district. What needs to be considered: because of the cost to the DDA for the amendment there would need to be a significant increase in taxable value to make it worthwhile.

#### **New Business:**

- DDA Opening. We have one opening in our DDA and we have received two applications. Eric DeLamielleure introduced himself; he is new to the area and has opened a Chiropractic office on Lake Street. Motion by S. Fisher; seconded by M. Whitener to recommend appointing Eric DeLamielleure to fill the open seat. All in favor.

#### **Old Business:**

- Streetscape. D. Nivelt is out of town. The boring is done and Consumer's will start soon after.
- Sidewalk Cleaning. Tabled until October meeting.

**Public Comment:**

- Public comment began at 7:30p. Two comments received. Public comments ended at 7:35p.

**DDA Board Comment:**

No comments received.

Motion to adjourn at 7:36p by L. Pollard.

Next meeting will be held on Monday, October 21, 2024, 7p at the Township Hall.

Respectfully submitted,

S. Fisher, Treasurer



**DATE OF MEETING:** October 8, 2024

**TITLE:** DDA Appointment

**SUMMARY:** Diane Friedrieachsen resigned, and this nominee Eric DeLamielleure would finish her term.

**FINANCIAL IMPACT:** None

**RECOMMENDATION:** Approve Nominee

**PREPARED BY:** Supervisor

**DEPT/BOARD/COMMISSION:** Board of Trustees

**ATTACHMENTS:** Application

APPLICATION FOR APPOINTMENT TO BOARDS, COMMISSIONS, COMMITTEES or  
CITIZEN TASK FORCES

APPOINTMENT POLICY GUIDELINES

**Authority:** All applications for appointment to boards, commissions, committees and Citizen Task Forces that the Board of Trustees shall have the authority to make shall be submitted to all Board members and voted upon by the Board of Trustees at a scheduled Board of Trustees meeting.

By state statute, the Downtown Development Authority Members are appointed by the Township Supervisor with the Township Board of Trustees' approval.

**Applications:** Interested individuals in an appointment to boards, commissions, and/or committees shall complete an Application for Appointment.

**Application Submission:** All applications will be submitted to the Administrative Assistant no later than two weeks before the date of voting thereon. The cut-off date will be specified on each posting.

The Clerk will notify all Board Members 60 days in advance of an appointee's term expiration.

**Applicant must be 18 years or older to apply.**

**Board, commission, or committee you are applying for:**

**I understand the terms for this appointment to be:**

**Enter term appointment date and term expiration date:**

**PERSONAL INFORMATION**

First Name, Last Name: *Eric Delamuelleur, D.C.*  
Address: *2518 N. Black River Rd, Cheboygan, MI 49721*  
Home Phone Number: *616 242 4663*  
Email Address: *sjd@chironunlimited.com*  
Employer: *River Chiropractic and Wellness*  
Business Address: *6086 Lake St*  
Business Phone Number: *616 401 9218*  
Are you at least 18 years of age: *yes*

**RESIDENCY INFORMATION**

Are you a US Citizen? *Y*  
Are you a full-time resident of Tuscarora Township? *NO*  
If not, do you own property or have a business in Tuscarora Township? *yes - own*

**EDUCATION AND ACTIVITIES (OPTIONAL, NOT REQUIRED)**

High School: *Royal Oak Shrine,*  
Name of school, city, State/degree earned:  
College: *undergrad @ John Carroll Univ.*

Name of school, city, State/degree(s) earned: Palmer Chiropractic College

Trade or Business School:

Name of school, city, State/degree(s) earned: Doctor of Chiropractic

**Activities:**

List civic, fraternal, charitable, professional organizations you are a member of

**ORGANIZATIONAL MEMBERSHIP INFORMATION**

Is this an application for reappointment? NO

If yes, how many years have you served on this board, commission, committee?

Are you currently serving on other boards, commissions, or committees in the Township or elsewhere? NO

If yes, please describe and include dates of terms.

Have you served on a board, commission, or committee before? NO

If yes, list them, including dates of terms.

Briefly indicate your qualifications for appointment to this board, commission, committee, and why you believe your appointment will benefit Tuscarora Township]

Please list areas of special interest. Downtown Development Board

**I ACKNOWLEDGE**

(1) if appointed, I will comply with all Statutory and other requirements and obligations of my appointment, including adhering to relevant State, County, and Township laws, ordinances, regulations, and policies (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking ; and (5) I understand that this application and all information contained therein, will become part of the Board of Trustees agenda packet, which will be publicly available.

Signature/Date:



9/9/24

ERIC J. DelamieUeure

# FOIA

I request received

## **Parks Commission**



# Parks commission special meeting

## 9/10/2024 6pm Library meeting room

Call to order 6pm

Present: Dave Meckstroth, Allen Maves, Courtney Quick, Beau DePauw, Beth Henderson

Motion by Allen Maves to approve last meeting minutes. Support by Dave. Motion passed

Motion to approve bills by Allen. Support from Beau. Motion passed.

Motion to adjourn 6:05 by Beth. support from Beau. Motion passed.

# PARK COMMISSION Meeting

October 1, 2024 @ 7:00 pm

3546 South Straits Hwy

Indian River, MI 49749

- 1). Call to Order
- 2). Roll Call
- 3). Public Comments on agenda
- 4). Bills
  - A). Motion to approve bills
  - Second by
- 5). Motion to approve the Special meeting
  - A). Second by
- 6). Grant up date from Doug
- 7). November meeting
- 8). Any update on Travel Baseball
- 9). Updates on T-Shirt
- 10). Beau DePauw resignation.

## New Business

- 1). Dog Park
- 2). Veterans Memorial from the VFW hall.
- 3). Moran (Iron Works). What choice of Material:  
Steel, Stainless Steel or Aluminum.

Public Comments

Board Comments

Motion to adjourn:

2nd:

Resignation Letter

September 10<sup>th</sup>, 2024

To whom it may concern,

As of a few weeks ago I am no longer a voting member of Tuscarora township.

Due to my marital separation and the well being of my son I have moved outside of the township. I was honored to be part of this board and I hope I had a positive contribution to this community.

Sincerely, Beau DePauw

*Accepted by the Park's commission  
on 10-1-24 (Park's meeting).*

*Beth Henderson nominated as Interim  
Park's commissioner & accepted.*

*Dropped off by Doug Schofield*

**Police**



**REPORT TITLE:** Tuscarora Township Police Department Activities

**SUMMARY:**

All department personnel will be attending a state mandated Interpersonal Skills course at Kirtland Community College over the next (3) months.

Our department personnel participated in EVO (Emergency Vehicle Operation) Training on September 18 and 19 2024. Training was held at the Indian River Airport.

Officer Omar Gomez began his employment with our department on 09-30-2024.

**FINANCIAL IMPACT:** None

**PREPARED BY:** Chief Gordon Temple

**DEPT/BOARD/COMMISSION:** Tuscarora Township Police Department



**REPORT TITLE: Police Department Statistics:**  
**Tuscarora Township Police Department**  
**September 2024**

**Description:**

Non-Aggravated Assault	1
Larceny - Other	7
Obstructing Justice	1
Operating While Intoxicated	4
Misdemeanor Traffic Violations	6
Delinquent Minors	22
Traffic Accidents	13
Non-Traffic Accidents	4
Civil Traffic Violation	6
False Alarm Activation	5
Liquor Inspections	15
Civil Matter Dispute / Family Trouble	11
Suspicious Situations	18
Lost and Found Property	3
Assist Other Agency	16
Assist Ambulance	4
Assist Fire	2
Assist Citizen	9
Motorist Assist	16
Gun Registrations	14
Lockouts	8
Welfare Checks	5
Noise Violation	5
Special Detail	1
Blight	1

**Total: 197**

**Arrests**

Bench	4
Misdemeanor	5
Traffic Arrest	3
Felony Arrest	10

**Traffic Enforcement**

Verbal Warnings	157
Citations	21
Ordinance Citations	0

**Hours Worked 1,456.75**  
**Miles Driven 5,410**



**Tuscarora Township Police Department  
August 2024**

**Description:**

Non-Aggravated Assault	1
Larceny - Other	1
Obstructing Police	1
Obstructing Justice	2
Operating While Intoxicated	4
Misdemeanor Traffic Violations	11
Delinquent Minors	9
Traffic Accidents	16
Non-Traffic Accidents	6
Civil Traffic Violation	12
Abandon Vehicle	7
False Alarm Activation	3
Liquor Inspections	18
Civil Matter Dispute / Family Trouble	15
Suspicious Situations	21
Lost and Found Property	7
Natural Death	1
Assist Other Agency	18
Assist Ambulance	3
Assist Fire	1
Assist Citizen	13
Motorist Assist	17
Gun Registrations	13
Lockouts	4
Welfare Checks	2
Noise Violation	2
Special Detail	3
Fingerprint	2

**Total: 213**

**Arrests**

Bench	3
Misdemeanor	5
Traffic Arrest	9
Felony Arrest	4

**Traffic Enforcement**

Verbal Warnings	234
Citations	35
Ordinance Citations	0

**Hours Worked 1,420.5**  
**Miles Driven 6,661**



**FINANCIAL IMPACT: None**

**PREPARED BY: Chief Gordon Temple**

**DEPT/BOARD/COMMISSION: Tuscarora Township Police Department**



## **Old Business**



**DATE OF MEETING:** October 8, 2024

**TITLE:** Commerce Park Water Request

**SUMMARY:** Deputy Supervisor, to negotiate all contractual agreements for a Commerce Park water request from MGD Indian River LLC. Township Attorney has reviewed the agreement.

Recommendation: Review agreement for Board approval, set water rate.

**PREPARED BY:** Supervisor

**DEPT/BOARD/COMMISSION:** Board of Trustees

**ATTACHMENTS:** Agreement

## WATER SUPPLY COVENANTS AND AGREEMENT

This Agreement is made September 30, 2024 between the Township of Tuscarora in Cheboygan County, Michigan (the “Township”), and MGD Indian River LLC (aka “Middle Ground Development”), a Michigan limited liability company (“MGD”).

### RECITALS

A. MGD is developing property located in the Township of Tuscarora, County of Cheboygan, State of Michigan, commonly known as 5384 Commerce Boulevard, Indian River, Michigan, Tax Parcel ID No. 16-162-030-300-001-17 and legally described on Exhibit A (the “Parcel”). The County of Cheboygan approved the Parcel’s development as a condominium project in an April 12, 2024 Site Plan Approval Letter from the County of Cheboygan (the “Project”). The parties deem it necessary to provide water service to the Parcel for use by condominium units constructed in accordance with the site plan approved by the county. MGD is developing the Parcel and relying on the Township to supply water to the Project from the local Township water source at the commerce park well (the “water distribution system”).

B. The parties agree the Township shall supply water from the Township water source only via the Township’s water distribution system to the Parcel and condominiums to provide adequate water for the connected units. This agreement is entered into to assure continuous and satisfactory water distribution to the Parcel and units at commodity prices and assure the Township receives reasonable reimbursement for such water provision.

C. MGD is relying on this this Agreement as part of the development of the Parcel and sale of condominium units. Purchasers of the condominium units will rely upon this recorded Agreement in the purchase and sale of condominium units.

### AGREEMENT

1. **Use.** Until this Agreement terminates in accordance with its terms, MGD and its heirs, successors, and assigns, for the exclusive benefit and use of the Parcel and the condominium units, are granted the right in common to draw and receive water from the Township’s water distribution system for ordinary use and for purposes permitted by local zoning applicable to the Parcel and condominium units, as restricted by condominium bylaws. The foregoing use excludes rights to draw water to fill swimming pools, tanker trucks, or other similar large single-instance withdrawals.

2. **Payment and Pricing.** MGD and, subsequently, the condominium association and unit owners (per the relevant bylaws) shall pay to the Township (or succeeding water authority) for supplying water by the water distribution system a fee no less often than quarterly for the water delivered to the condominium association units via the water distribution system. The price charged

by the Township per unit of water received (e.g., \$0.00 per thousand cubic feet or gallons or similar objective measure) shall not exceed the per unit price for treated water delivered to residential homes by the nearby communities of **[Posen, City of Cheboygan, Onaway]** municipal water authority in its respective normal operations. Any connection fees and “ready to serve” fees will similarly be set at the average of the foregoing base average. Increases in the City of Cheboygan rates charged for city water during the term of this Agreement may be similarly adopted by the Township up to the top residential rate charged by the City of Cheboygan. **[This pricing is in effect while the water distribution system remains a transient non-Community water system. Upon any change from that classification, the parties will renegotiate the pricing terms in good faith based on the new cost structure.]**

3. **Notice of Default/Termination.** This Agreement may not be terminated for any reason, including default by a party, except upon 180-day prior actual delivery of written notice to each of the then-current Township Supervisor and respective registered agents of MGD and Middle Ground Indian River Condominium Association (if any), as provided in State of Michigan records. In the event of a claimed default under this Agreement, water distribution and delivery shall continue during the period from notice, and the party claimed to be in default shall have the opportunity to cure the claimed default during that time, without interruption of service or distribution of water. This Agreement and water distribution service will continue without cessation or termination upon curative action during that period for cure.

4. **Exclusion of Third-Party Use.** Only the Parcel, condominium units located there, and the owners of the condominium units shall be permitted to use and receive water from the Township’s water distribution system delivering water to the Parcel and units. The parties covenant and agree that such water recipients will not allow or permit other persons or parties (other than guests or invitees), to take, draw, use, or receive water from the water distribution system, nor permit other persons to connect to pipes or mains serving the Parcel and condominium units. None of the Parcel nor any condominium unit or owner served by the water distribution system will resell received water as a commodity or product.

5. **Subsequent Disqualification/Alternative Supply.** If during the term of this Agreement the water distribution system is no longer permitted to supply water due to federal, state, or county order, or in the event another reasonably equivalent source of water becomes available to the Parcel and condominium units located there, then the rights and obligations of the parties created by this Agreement may cease and terminate in accordance with this Agreement.

6. **Termination Following Alternative Supply.** The term of this Agreement shall be perpetual, except as otherwise provided in this Agreement. Upon the availability of another state and county-approved source of water for the Parcel and condominium units located there, either the Township or the condominium association may require the Parcel and condominium units connect to such other source of water, provided such connection is available at commercially reasonable costs and prices. The parties shall permit a reasonable period to effectuate necessary connections to the new source, with all construction plans, permitting, and required licensing approved prior to any effective election to terminate this Agreement. The respective rights and obligations of the parties shall continue until the actual availability of such other source of water and satisfaction of the conditions in this Agreement. The parties terminating their participation in the Agreement shall execute and file a written statement of termination at the Office of the Register of Deeds of the County of Cheboygan, State of Michigan and provide copies of such filed statements to each of the

Township Supervisor, MGD, and all condominium owners of record in the Register of Deeds of the County of Cheboygan. Such notice shall give no fewer than 365 days prior actual written notice of such termination.

7. **Repair and Alternations to Supply System.** The Township has no obligation to make changes to the water distribution system to accommodate any increase to the Parcel development above the 9 buildings of 6 units each (total 54 units) disclosed to the county during site plan approval. The Parcel and condominium owners using the water distribution system receiving water under this Agreement shall contribute to any repair, upgrade, improvement, or modification to the water distribution system (a "Improvement) during the term of this Agreement. Costs of such Improvements shall be allocated among the users under this Agreement and other parties using the water distribution system based on the trailing twelve months pro rata usage of water from the system by the Parcel and condominium units.

8. **Covenants Run with Land.** Benefits and burdens of this Agreement constitute a covenant running with the Parcel and the condominium units located on such property and shall be binding upon the heirs, successors, in title and assigns of the parties hereto.

TOWNSHIP OF TUSCARORA

MGD INDIAN RIVER LLC, a Michigan  
limited liability company (aka Middle Ground  
Development)

By: \_\_\_\_\_  
As Township Clerk

By: \_\_\_\_\_  
Michael Teeter, as Manager

STATE OF MICHIGAN  
CHEBOYGAN COUNTY

Acknowledged before me in Cheboygan County, Michigan, on September 30, 2024 by  
\_\_\_\_\_, as Township Supervisor of Tuscarora Township.

/s/ \_\_\_\_\_  
Name: \_\_\_\_\_  
Notary public, State of Michigan, County of Cheboygan  
My commission expires \_\_\_\_\_

STATE OF MICHIGAN  
OTTAWA COUNTY

Acknowledged before me in Ottawa County, Michigan, on September 30, 2024 by Michael Teeter,  
as manager of MGD INDIAN RIVER LLC, a Michigan limited liability company, and on behalf of  
the limited liability company.

/s/ \_\_\_\_\_  
Mark A Powers  
Notary public, State of Michigan, County of Ottawa  
My commission expires 10-18-2027

Prepared by and return to  
Mark A. Powers  
PO Box 543  
Grand Haven MI 49417

DRAFT

## EXHIBIT A

Part of the South 1/2 of Section 30, Town 35 North, Range 2 West, described as: Commencing at the West 1/4 corner of Section 30; Town 35 North, Range 2. West; thence South 89 degrees 28' 28" East along the East and West 1/4 line 764.33 feet (recorded as 764.29 feet) to a 1/2 inch bar and cap #41099; thence South 89 degrees 28' 28" East along said 1/4 line 1413.21 feet to a concrete monument; thence South 38 degrees 30' 23" East 725.94 feet to a concrete monument and the Point of Beginning; thence North 51 degrees 27' 00" East 729.72 feet to a concrete monument on the right-of-way of Highway M-68; thence Southeasterly 100.59 feet along a curve to the right having a radius of 4483.66 feet and a chord bearing of South 34 degrees 03' 59" East 100.58 feet to an iron pipe; thence continuing along said right-of-way South 33 degrees 25' 25" East 359.16 feet to a concrete monument on the Northerly line of Commerce Boulevard; thence South 54 degrees 04' 40" West 389.86 feet to a concrete monument; thence Southwesterly 374.78 feet along a curve to the right having a radius of 460.00 feet and a chord bearing of South 77 degrees 25' 07" West 364.50 feet to a 1/2 inch bar and cap #41099; thence North 32 degrees 58' 27" West 281.85 feet to the Point of Beginning.

16-162-030-300-001-17



**DATE OF MEETING:** October 8, 2024

**TITLE:** Hangar Lease

**SUMMARY:** Airport hangar lease involves a sale of a hangar from one party to another on lot 4. Lease vetted with township attorney.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Review lease and lease termination, approve.

**PREPARED BY:** Supervisor

**DEPT/BOARD/COMMISSION:** Board of Trustees

**ATTACHMENTS:** None



**LEASE TERMINATION AGREEMENT**  
**PLOT D**

THIS LEASE TERMINATION AGREEMENT (this “**Agreement**”) is made effective \_\_\_\_\_, 2024, by and between the TOWNSHIP of TUSCARORA (“Tuscarora”), Cheboygan County, Michigan, (“Lessor”), and Raymond P. Eaton, residing at 88638 Peninsula Ct., Zeeland, MI 49464 (“Lessee”) (Lessor and Lessee are collectively referred to as the “Parties,” and may be referred to individually as “Party”).

**RECITALS**

A. On July 1, 2017, Lessor entered into an agreement with Lessee to lease a 45 x 40 square-foot tract of land, identified as Plot D (“Premises”), as shown on ***Exhibit A*** (attached and incorporated by reference), within the property commonly known as the Campbell-Pratt Airport a/k/a the Calvin Campbell Airport (“Airport”), that is located at 5893 Onaway Road, Indian River, MI 49749, together with all appurtenances (“Lease”).

B. Lessor and Lessee seek to terminate the Lease before its expiration date on the terms and conditions set forth below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Termination.** Subject to the terms and conditions of this Agreement, Lessor and Lessee agree that the Lease shall terminate as of 11:59 p.m. on \_\_\_\_\_, 2024 (the “**Termination Date**”) and shall, subject to the terms and conditions hereof, be null and void as of the Termination Date.

2. **Rent.** Commencing on the Termination Date, Lessee shall have no obligation to pay any Rent under the Lease and Lessor shall have no obligation to refund any of the 2024 Rent paid by the Lessee.

3. **Surrender of Premises.** Lessee agrees to vacate the Premises and surrender and deliver exclusive possession to Lessor.

4. **Disposition of Personal Property.** Notwithstanding anything to the contrary herein, Lessee shall remove all of its personal property (“**Personal Property**”) from the Premises on or before the Termination Date. In the event Lessee does not remove all of its Personal Property from the Premises prior to the Termination Date, Lessor shall be entitled, but shall not be obligated, to dispose of said Personal Property in any manner it deems fit and Lessor shall have no liability to Lessee regarding Lessee’s Personal Property remaining after the Termination Date.

## **5. Representations and Warranties.**

- a. Lessor represents and warrants to Lessee that Lessor holds the entire interest of Lessor under the Lease and that the persons executing this Agreement on behalf of the Lessor are authorized to do so and to bind Lessor to this Agreement.
- b. Lessee represents and warrants to Lessor that Lessee holds the entire interest of Lessee under the Lease and that the person executing this Agreement on behalf of Lessee is authorized to do so and to bind Lessee to this Agreement.

**6. Mutual Release.** Lessor and Lessee shall, as of the Termination Date, be fully and unconditionally released and discharged from their respective obligations arising after the Termination Date from or connected with the provisions of the Lease. This Agreement shall fully and finally settle all demands, charges, claims, accounts or causes of action of any nature, including, without limitation, both known and unknown claims and causes of action that may arise out of or in connection with the obligations of the parties under the Lease after the Termination Date. This release shall not extend to claims, causes of action, and demands of any kind and nature, in law, equity, or otherwise, arising out of or related to this Agreement.

**7. Binding Effect.** This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns provided that Lessee may not assign its rights under this Agreement.

**8. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

**9. Severability.** That if any provision of this Agreement shall become unenforceable or invalid, then only that unenforceable or invalid provision shall be stricken from this Agreement, with all other provisions remaining in full force and effect.

**10. Entire Agreement.** This Agreement contains the entire understanding between the Parties regarding the subject matter addressed herein, and all representations, promises and prior or contemporaneous understandings or negotiations between the Parties, including without limitation any alleged prior settlement, are merged into and expressed in this Agreement. This Agreement supersedes all prior oral or written communications, representations, understandings, agreements, negotiations and discussions between the Parties and their attorneys. Parol evidence shall not be admissible to interpret, explain, vary or supplement this Agreement.

**11. Signatory Authority.** Each Party hereby represents and affirms that its signatory to this Agreement has full and unrestricted authority to execute this Agreement and bind that Party.

**12. Further Assurances.** The Parties agree to execute such further documents or instruments as may be necessary or appropriate to carry out the intention of this Agreement.

**13. Knowing and Voluntary Execution.** Each Party represents that it (1) is or had the opportunity to be represented by counsel in connection with entering into this Agreement, (2) has read and fully understands each and every provision of this Agreement, (3) has had sufficient time to make

an informed decision to enter into this Agreement, voluntarily and without duress or coercion, and (4) has executed this Agreement, intending to be bound by all the terms contained in this Agreement.

LESSEE: RAYMOND P. EATON

LESSOR: TUSCARORA TOWNSHIP

By: \_\_\_\_\_  
Trustee for the Christian H.  
Kindsvatter Trust No. 1

By: \_\_\_\_\_  
Robert Kramer, Supervisor,  
Township of Tuscarora

State of Michigan )  
 ) ss  
County of \_\_\_\_\_ )

State of Michigan )  
 ) ss  
County of \_\_\_\_\_ )

Before me, a Notary Public in and for  
the State of Michigan and County  
of \_\_\_\_\_  
personally appeared \_\_\_\_\_  
who acknowledged that he did sign the  
capacity as Lessee.

Before me, a Notary Public in and for  
the State of Michigan and County  
of \_\_\_\_\_  
personally appeared Robert Kramer  
who acknowledged and they are the  
Supervisor of the Township of  
Tuscarora, and that they executed the  
foregoing Agreement pursuant  
to the resolution of the Tuscarora  
Township Board.

Sworn to before me and subscribed in  
my presence this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

Sworn to before me and subscribed in  
my presence this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public  
My commission expires the \_\_\_\_\_  
of \_\_\_\_\_, 20\_\_

My commission expires the \_\_\_\_\_  
of \_\_\_\_\_, 20\_\_.

**CALVIN CAMPBELL AIRPORT  
TUSCARORA TOWNSHIP  
CHEBOYGAN COUNTY, MICHIGAN**

**PRIVATE HANGAR LEASE**

THIS LEASE, dated October 1, 2024, between the TOWNSHIP of TUSCARORA, Cheboygan County, Michigan, hereinafter called the LESSOR, and Howard W. Manson as well as his future Trust, residing a 6560 Pinckney Road, Pinckney in the State of Michigan, hereinafter called the LESSEE;

**WITNESSETH**

The LESSOR hereby agrees to lease to the LESSEE the following described area of land: **45 x 40** feet, located in PLOT **D** of the attached HANGAR PLOT PLAN, together with the appurtenances thereto, for the storage of aircraft owned by the LESSEE, for a term of not more than twenty-five (25) years, commencing on the 1st day of October, 2024, and expiring on the 31st day of September, 2049, at the yearly rent of Four Hundred Five Dollars (\$405), payable in advance on the first business day of March of each year during the term of this lease; however, the rent for the 2024 calendar year shall be \$270.00 and has been paid in full.

Thereafter, beginning in 2025, the rent shall annually increase each year by the amount of the Consumer Price Index – Urban (CPI-U) as published by the United States Government in January of that year. An invoice will be delivered to the LESSEE no later than February 15<sup>th</sup> of each year stating the amount due for the year.

THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

**PARAGRAPH 1. PAYMENT DATE:** That the LESSEE shall pay the rent for said premises at the times and in the manner aforesaid.

**PARAGRAPH 2. ASSIGNMENT:** That this Lease may be assigned, sublet or sold by the LESSEE with Thirty (30) days prior notice in writing to the Tuscarora Township Board and subject to the approval of said Board.

**PARAGRAPH 3. RENEWAL AND EXTENTION:** That the LESSEE may at its option, obtain extension of this lease for an additional term of twenty-five (25) years at rental rates to be established as hereinafter provided, on condition that the LESSEE shall give the LESSOR notice in writing to extend, in each case at lease ninety (90) days prior to, but not earlier than one hundred-eighty (180) days before the termination of the original term or any current extension.

**PARAGRAPH 4. TERM:** That notwithstanding any provision of law or any judicial decision to the contrary:

- A. No notice shall be required to terminate the term of this lease on the date specified, and the term hereof shall expire on the date herein mentioned without notice being required from either party, unless renewed under the terms hereof.
- B. In the event that the LESSEE shall remain beyond the expiration date of the term herein, it is the intention of the parties hereto, and it is hereby agreed, that a tenancy from month-to-month basis shall prevail.

**PARAGRAPH 5. UNAUTHORIZED BUSINESS AND REPAIR:** That the LESSEE shall not engage in aircraft repair or maintenance except on its own aircraft and in accordance with FAA regulations. LESSEE shall not rent aircraft to the public or offer services, or products for sale on the Airport grounds or in connection with this Lease without a written agreement with the Tuscarora Township Board, pursuant with the Airport Rules and

Regulations and Amendments thereto. LESSEE shall not permit or use another person to engage in these prohibited acts. LESSEE shall have the option to engage his own certified mechanic to work on his own aircraft in his own hangar, subject to terms of PARAGRAPH 12.

- A. LESSOR, however, agrees to allow LESSEE to teach out of his hangar and the airport to instruct them as a CFI using his own aircraft.

PARAGRAPH 6. BUILDING AND IMPROVEMENTS: That any building(s) as well as any addition(s) or improvements already on the premises, including fixtures, may not be removed by LESSEE either during the term' of this lease, or any renewal thereof, or upon termination of this Lease, regardless of the reason for termination unless approved by the Tuscarora Township Board.

PARAGRAPH 7. RELOCATION CLAUSE: That in the event that LESSOR, pursuant to the execution of any established plan of the LESSOR for development of the Airport, needs the land herewith leased for the execution of such plan, then and in that event the LESSOR shall have the right to relocate the premises leased to the LESSEE in substantially equivalent size and, if possible, in comparable location, and the lease shall continue to be in effect in the new location. The buildings and installations installed on the leased premises by the LESSEE, in that case, shall be moved to the new location and be reinstalled or reconstructed by the LESSOR at the sole expense of the LESSOR. This right to relocate may be exercised by the LESSOR upon thirty (30) days notice in writing to the LESSEE. The right of the LESSOR to take or use the leased premises provided in this Paragraph shall not be deemed to be an exclusive remedy, but shall be cumulative and in addition to any other right or remedy of the LESSOR under the circumstances. In the event such action is taken, temporary storage shall be provided by the Tuscarora Township until relocation is completed, provided such space is available on Airport property. Such relocation shall be at Tuscarora Township expense.

PARAGRAPH 8. CONDEMNATION: That in the event the premises or any part of the area thereof, is taken or condemned for a temporary or permanent public or quasi-public use, LESSEE may, at its option, terminate this Lease and in such event any unearned rent paid in advance shall be returned to LESSEE. Nothing herein contained shall be deemed to prevent LESSEE from recovering any damages sustained by LESSEE due to such taking or condemnation.

PARAGRAPH 9. LANDING FEE: That if the LESSOR be required by any future governmental regulation, or if any contingencies arise in the future whereby the LESSOR or its own authorized agencies adopt a general policy of charging a landing fee, then the LESSEE shall pay such fee as additional rent, provided, however, that other tenants of the LESSOR at the Airport are charged a similar fee.

PARAGRAPH 10. NOTICES: That all notices to be given hereunder by either party shall be in writing and given by personal delivery or Certified mail to the Tuscarora Township Clerk on behalf of LESSOR or to the LESSEE by personal delivery or by Certified Mail to LESSEE'S ADDRESS AS SPECIFIED HEREIN. It shall be LESSEE'S responsibility to notify the Tuscarora Township Clerk in writing of any change of address.

PARAGRAPH 11. TAXES: That the LESSEE shall pay any taxes or special assessments which may be levied upon the building or personal property of the LESSEE. The non-payment of any such taxes or assessments by the LESSEE for ninety (90) days shall be grounds for default of this Lease by LESSOR. It is understood that any buildings on the premises may be taxed to LESSEE as personal property.

PARAGRAPH 12. INDEMNIFICATION: That the LESSEE shall and will at all times hereafter indemnify and save harmless the LESSOR from and against any and all detriment, damages, losses, claims, demands, suits, cost or expenses which the LESSOR may suffer, sustain, or be subject to as a result of any negligent act or omission as well as any intentional or reckless act on the part of the LESSEE, his employees, agents or representatives in connection with the use of the demised premises as aforesaid.

PARAGRAPH 13. EASEMENTS: That the enjoyment and use in common with others of all entrances, exits, approaches and means of entrance and approach, and light and air now existing in favor of the demised premises shall

not be interfered with or interrupted by any act of the LESSOR with the specific intent to deprive LESSEE of its rights under this Lease during the term of this Lease, except as herein otherwise provided.

PARAGRAPH 14. INSPECTION: That the LESSOR and/or its duly authorized agents shall have the right of ingress and egress at all times to said premises, including all buildings or appurtenances placed or erected on said premises, for inspection purposes or for any purpose occasioned by emergency. Inspection purposes shall mean to include determining whether any unsafe conditions exist on the premises and/or whether LESSEE is in compliance with the terms of this Lease. LESSEE shall provide LESSOR access to any locked structure on the premises, at time convenient to the LESSEE, unless an emergency exists or within seven (7) days.

PARAGRAPH 15. ENTRY FOR UTILITY PURPOSES: That the LESSOR shall have the right to enter upon the land to maintain, install, repair, renew or remove sewers and underground telephone or telegraph conduits or other installations. The LESSOR agrees to perform any such work with reasonable dispatch and to leave said premises in as good order and conditions as the same were prior to the commencement of work. That no building(s) or structures shall be placed by the LESSEE over any sewers, or underground telephone or telegraph conduits or other installations without the prior written consent of the Tuscarora Township Board.

PARAGRAPH 16. UNLAWFUL OCCUPATION: That the LESSOR represents that the demised premises may be lawfully used by the LESSEE for all of the purposes for which they are hereby leased, and in the event of the enactment or existence of any law, ordinance, rules, ruling or regulation prohibiting the use of said premises for any one or more of the purposes for which they are hereby demised, or if, for any reason other than its own acts, the LESSEE is prevented from using the Airport, then and in that event, at the option of the LESSEE, this Lease shall terminate and all liability hereunder shall cease from and after that date that such prohibition shall become effective, and any unearned rent paid in advance by the LESSEE shall be refunded to the LESSEE.

PARAGRAPH 17. IMPROPER USE: That the LESSEE will not consent to any unlawful use of the demised premises or any other use prohibited by this Lease.

PARAGRAPH 18. QUIET POSSESSION: That the LESSEE, upon the payment of rent and the performance of the aforesaid covenants, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid, subject to rights of ingress and egress by LESSOR or LESSOR'S agents for inspection or emergency purposes, and subject to any other provisions contained herein.

PARAGRAPH 19. CONDITION OF PREMISES: That the LESSEE will keep the exterior of the building constructed by it and the appurtenant ground covered by this Lease in a well-kept, sanitary and tidy condition and the grass mowed, and that the grounds shall be kept reasonably free from weeds, rubbish and other unsightly objects or things.

PARAGRAPH 20. BUILDING REQUIREMENTS: That no building and/or fences shall be erected or altered on the leased premises until the plans and specifications have been submitted to the Tuscarora Township Board for approval, both as to construction and location.

- A. The LESSOR agrees to allow the LESSEE to insulate the interior of his hangar.
- B. The LESSOR agrees to allow the LESEEE to pour concrete to increase the size of his approach to the taxi way.
- C. The LESSOR agrees to allow LESSEE to connect to natural gas.

PARAGRAPH 21. SIGNS: That no billboards, posters or signs shall be permitted upon the premises or buildings located thereon excepting such as shall be approved in writing, in advance of construction by the Tuscarora Township Board.

PARAGRAPH 22. NO FUEL OR PUMPS: That the LESSEE shall not engage, in any way, in the sale of oil, gasoline or other motor fuel on said leased premises, or maintain storage of these items or pumps for its own use

except that oil and preheater fuel may be stored in an amount not to exceed one (1) year's supply for the aircraft stored. In no case shall external storage exceed five (5) gallons.

PARAGRAPH 23. NON-EXCLUSIVE USE: That this Lease shall be non-exclusive and subordinate to the provision of any existing or future agreement between the LESSOR and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport.

PARAGRAPH 24. MAINTENANCE OF PUBLIC FACILITIES: That the LESSOR reserves the right, but shall not be obligated to the LESSEE, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the LESSEE in this regard.

PARAGRAPH 25. PROTECTION OF APPROACHES: That the LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the LESSEE from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the LESSOR, would limit the usefulness of the airport or constitute a hazard to the Airport.

PARAGRAPH 26. REGULATIONS AND POLICIES: That the grant contained herein is subject to such regulation or curtailment or alteration as may be required by reason of present or future rules and regulations and policies of the LESSOR relative to the use and operation of the airport, provided those rules do not abrogate the provision of this Lease, except Paragraphs 20, 28, 30 and 33. LESSEE shall abide by all present and future rules, regulations and policies of the LESSOR regarding the Airport. It is important for the LESSEE to understand that it must follow present and future rules and regulations regarding the Airport.

PARAGRAPH 27. NON-DISCRIMINATION: The LESSEE for itself, its personal Representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- A. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.
- C. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights of 1964, and as said Regulations may be amended.

PARAGRAPH 28. BINDING PROVISIONS: That the covenants and agreements contained in the foregoing lease are binding upon the parties hereto, and their respective heirs, personal representatives, successors, legal representatives and assigns.

PARAGRAPH 29. SNOW REMOVAL: That the LESSOR shall be responsible for plowing from as close as practical to the LESSEE'S hangar to the nearest normally plowed area. Proximity to the hangar shall be determined solely by the plow operator. LESSEE agrees that any snow removed by LESSEE or its agent will not be deposited or placed anywhere on the Airport in such manner as to obstruct aircraft, taxiways, runways or aprons, hangars, parking area or other areas of the Airport which are normally plowed. The LESSOR reserves the right to schedule such removal as provided in present and future operation rules and regulations of the Tuscarora Township Airport.

PARAGRAPH 30. DEFAULT: That the LESSOR may deliver notice to the LESSEE, by personal service or by Certified Mail, of any breach of the provisions of this Lease. If the breach is curable and LESSEE fails to cure the breach within ten (10) days from, but not including the date of service, then default shall be deemed to have occurred. If service is made by Certified Mail and the notice is returned "unclaimed" or "undeliverable", then LESSOR may again attempt service by Certified Mail. If the second attempt is returned "unclaimed" or "undeliverable" then service shall be deemed to have occurred on the date that the second notice is returned to LESSOR. If two (2) breaches occur in any thirty-six (36) month period then a default shall be deemed to have occurred. Written notice of default shall be given to LESSEE personally or by Certified Mail. No action by LESSEE including, but not limited to, failure by LESSOR to give notice of a breach of which LESSOR knew, or should have known to exist, shall be deemed an acquiescence to continuation of the breach or a waiver of any of the rights of the LESSOR in this Lease. A default by LESSEE shall entitle LESSOR to:

- A. Re-enter and repossess the premises and structures thereon and to remove personal property of LESSEE, whereupon this Lease shall be deemed terminated, and/or
- B. Exercise its other rights as provided by law, such, as by way of example, but not limitation, summary eviction proceedings and/or lawsuit for unpaid rent.

These remedies are cumulative and LESSOR may select any or all of these remedies as it deems necessary. If LESSOR fails to act upon any breach of which it knew, or should have known, such neglect or omission shall not be deemed any acquiescence of improper conduct. It is specifically agreed that any such neglect or omission by LESSOR shall not deprive LESSOR of any of the rights it has under this Lease and any such conduct shall not change the terms of this Lease by virtue of any such conduct or by implication. If LESSEE defaults and this Lease is terminated, LESSEE shall be responsible for lost rent which would have been paid over the remaining term of this Lease (excluding all unused, potential renewals). LESSOR shall attempt to mitigate its damages.

PARAGRAPH 31. SEVERABILITY: That if any provision of this Lease shall be deemed invalid by a court, then only that invalid provision shall be stricken from this Lease, with all other provisions remaining in full force and effect.

PARAGRAPH 32. MODIFICATION: That the terms of this Lease may be changed only by written consent of the parties hereto.

PARAGRAPH 33. AIRCRAFT OWNERSHIP AND OCCUPANCY: That the leased premises may only be used to hangar aircraft owned or leased by the LESSEE, or other means of transportation when LESSEE is using said aircraft. The premises may be used for no other purpose except permitted by this Lease or by Airport rules and regulations. On demand, the LESSEE shall present to LESSOR documents of title regarding ownership of aircraft or proof of a private rental agreement for the aircraft. Any unused portion of the hangar may be used to store personal property of the LESSEE.

LESSEE: HOWARD W. MANSON

LESSOR: TUSCARORA TOWNSHIP

By: \_\_\_\_\_  
Howard W. Manson

By: \_\_\_\_\_  
Robert Kramer, Supervisor,  
Township of Tuscarora

State of Michigan )  
 ) ss  
County of \_\_\_\_\_ )

State of Michigan )  
 ) ss  
County of \_\_\_\_\_ )



Before me, a Notary Public in and for  
the State of Michigan and County  
of \_\_\_\_\_  
personally appeared \_\_\_\_\_  
who acknowledged that he did sign the  
capacity as Lessee.

Sworn to before me and subscribed in  
my presence this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_\_  
of \_\_\_\_\_, 20\_\_.

Before me, a Notary Public in and for  
the State of Michigan and County  
of \_\_\_\_\_  
personally appeared Robert Kramer  
who acknowledged and they are the  
Supervisor of the Township of  
Tuscarora, and that they executed the  
foregoing Private Hangar Lease Agreement  
pursuant to the resolution of the  
Tuscarora Township Board.

Sworn to before me and subscribed in  
my presence this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public  
My commission expires the \_\_\_\_\_  
of \_\_\_\_\_, 20\_\_

# Indian River Airport – Hangar Plots

April 21, 2018

Terminal

Fire Building

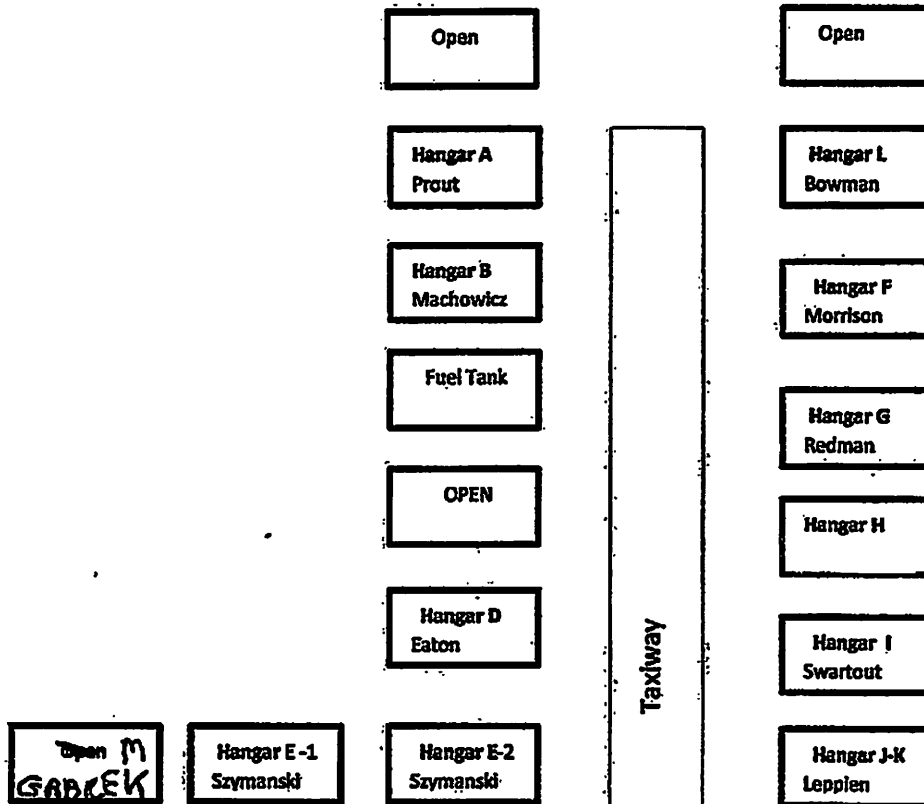


EXHIBIT A

**CALVIN CAMPBELL AIRPORT  
TUSCARORA TOWNSHIP  
CHEBOYGAN COUNTY, MICHIGAN**

**PRIVATE HANGAR LEASE**

THIS LEASE, dated January 1, 2023, between the TOWNSHIP of TUSCARORA, Cheboygan County, Michigan, hereinafter called the LESSOR, and John C. Leppien residing at 815 N. State Street, Alma in the State of Michigan 48801, hereinafter called the LESSEE;

**WITNESSETH**

The LESSOR hereby agrees to lease to the LESSEE the following described area of land:

**50 x 80 feet and 40 x 50 feet**, located in **PLOTS J & K** of the attached HANGAR PLOT PLAN, together with the appurtenances thereto, for the storage of aircraft owned by the LESSEE, for a term of Twenty Five (25) years, commencing on the 1st day of January, 2023, and expiring on the 31st day of December, 2048 at the yearly rent of Thirteen Hundred Fifty Dollars (\$1,350) due on the first business day of March of each year, noting however that the rent for the 2023 calendar year shall be \$1,350.00 and has been paid in full.

Thereafter, beginning in 2024, the rent shall annually increase each year by the amount of the Consumer Price Index - Urban (CPI-U) as published by the United States Government in January of that year. An invoice will be delivered to the LESSEE no later than February 15 of each year stating the amount due for that year.

THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

**PARAGRAPH 1. PAYMENT DATE:** That the LESSEE shall pay the rent for said premises at the times and in the manner aforesaid.

**PARAGRAPH 2. ASSIGNMENT:** That this Lease may be assigned, sublet or sold by the LESSEE with Thirty (30) days prior notice in writing to the Tuscarora Township Board and subject to the approval of said Board.

**PARAGRAPH 3. RENEWAL AND EXTENTION:** That the LESSEE may at its option, obtain extension of this lease for an additional term of twenty-five (25) years at rental rates to be established as hereinafter provided, on condition that the LESSEE shall give the LESSOR notice in writing to extend the lease and the new rate, in each case at least ninety (90) days prior to, but not earlier than one hundred-eighty (180) days before the termination of the original term or any current extension.

**PARAGRAPH 4. TERM:** That notwithstanding any provision of law or any judicial decision to the contrary:

A. No notice shall be required to terminate the term of this lease on the date specified, and the term hereof shall expire on the date herein mentioned without notice being required from either party, unless renewed under the terms hereof.

B. In the event that the LESSEE shall remain beyond the expiration date of the term herein, it is the intention of the parties hereto, and it is hereby agreed, that a tenancy from month-to-

month basis shall prevail.

**PARAGRAPH 5. BUSINESS AND REPAIR:** That the LESSEE may do aircraft repair and maintenance work on his own plane and others in the LESSEE's hangar. All maintenance and repair must be done in accordance with FAA regulations. LESSEE shall no rent aircraft to the public or offer services or products for sale on the Airport grounds or in connection with this Lease without a written agreement with the Tuscarora Township Board, pursuant with the Airport Rules and Regulations and Amendments thereto. LESSEE shall not permit or use another person to engage in these prohibited acts. LESSEE shall have the option to engage his own certified mechanic to work on his own aircraft in his own hangar, subject to terms of Paragraph 12.

**PARAGRAPH 6. BUILDING AND IMPROVEMENTS:** That any building(s) as well as any addition(s) or improvements already on the premises, including fixtures, may not be removed by LESSEE either during the term' of this lease, or any renewal thereof, or upon termination of this Lease, regardless of the reason for termination unless approved by the Tuscarora Township Board.

**PARAGRAPH 7. RELOCATION CLAUSE:** That in the event that LESSOR, pursuant to the execution of any established plan of the LESSOR for development of the Airport, needs the land herewith leased for the execution of such plan, then and in that event the LESSOR shall have the right to relocate the premises leased to the LESSEE in substantially equivalent size and, if possible, in comparable location, and the lease shall continue to be in effect in the new location. The buildings and installations installed on the leased premises by the LESSEE, in that case, shall be moved to the new location and be reinstalled or reconstructed by the LESSOR at the sole expense of the LESSOR. This right to relocate may be exercised by the LESSOR upon thirty (30) days' notice in writing to the LESSEE. The right of the LESSOR to take or use the leased premises provided in this Paragraph shall not be deemed to be an exclusive remedy but shall be cumulative and in addition to any other right or remedy of the LESSOR under the circumstances. In the event such action is taken, temporary storage shall be provided by the Tuscarora Township until relocation if completed, provided such space is available on Airport property. Such relocation shall be at Tuscarora Township expense.

**PARAGRAPH 8. CONDEMNATION:** That in the event the premises or any part of the area thereof, is taken or condemned for a temporary or permanent public or quasi-public use, LESSEE may, at its option, terminate this Lease and in such event any unearned rent paid in advance shall be returned to LESSEE. Nothing herein contained shall be deemed to prevent LESSEE from recovering any damages sustained by LESSEE due to such taking or condemnation.

**PARAGRAPH 9. LANDING FEE:** That if the Lessor be required by any future governmental regulation, or if any contingencies arise in the future whereby the Lessor or its own authorized agencies adopt a general policy of charging a landing fee to transit planes using the airport, there will not be a landing fee charge to LESSEE.

**PARAGRAPH 10. NOTICES:** That all notices to be given hereunder by either party shall be in writing and given by personal delivery or Certified mail to the Tuscarora Township Clerk on behalf of the LESSOR or the LESSEE by Certified mail to the LESSEE'S address as specified herein. It shall be the LESSEE'S responsibility to notify the Tuscarora Township Clerk in

writing of any change of address.

**PARAGRAPH 11. TAXES:** That the LESSEE shall pay any taxes or special assessments which may be levied upon the building of the LESSEE. The non-payment of any such taxes or assessments by the LESSEE for ninety (90) days shall be grounds for default of this Lease by LESSOR.

**PARAGRAPH 12. INDEMNIFICATION:** That the LESSEE shall and will at all times hereafter indemnify and save harmless the LESSOR from and against any and all detriment, damages losses, claims, demands, suits, cost or expenses which the LESSOR may suffer, sustain, or be subject to as a result of any negligent act or omission as well as any intentional or reckless act on the part of the LESSEE, his employees, agents or representatives in connection with the use of the demised premises as aforesaid.

**PARAGRAPH 13 EASEMENTS:** That the enjoyment and use in common with others of all entrances, exits, approaches and means of entrance and approach, and light and air now existing in favor of the demised premises shall not be interfered with or interrupted by any act of the LESSOR with the specific intent to deprive LESSEE of its rights under this Lease during the term of this Lease, except as herein otherwise provided.

**PARAGRAPH 14. INSPECTION:** That the LESSOR and/or its duly authorized agents shall have the right of ingress and egress at all times to said premises, including all buildings or appurtenances placed or erected on said premises, for inspection purposes or for any purpose occasioned by emergency. Inspection purposes shall mean to include determining whether any unsafe conditions exist on the premises and/or whether LESSEE is in compliance with the terms of this Lease. LESSEE shall provide LESSOR access to any locked structure on the premises, at time convenient to the LESSEE, unless an emergency exists or within seven (7) days.

**PARAGRAPH 15. ENTRY FOR UTILITY PURPOSES:** That the LESSOR shall have the right to enter upon the land to maintain, install, repair, renew or remove sewers and underground telephoné or telegraph conduits or other installations. The LESSOR agrees to perform any such work with reasonable dispatch and to leave said premises in as good order and conditions as the same were prior to the commencement of work. That no building(s) or structures shall be placed by the LESSEE over any sewers, or underground telephone or telegraph conduits or other installations without the prior written consent of the Tuscarora Township Board.

**PARAGRAPH 16. UNLAWFUL OCCUPATION:** That the LESSOR represents that the demised premises may be lawfully used by the LESSEE for all of the purposes for which they are hereby leased, and in the event of the enactment or existence of any law, ordinance, rules, ruling or regulation prohibiting the use of said premises for any one or more of the purposes for which they are hereby demised, or if, for any reason other than its own acts, the LESSEE is prevented from using the Airport, then and in that event, at the option of the LESSEE, this Lease shall terminate and all liability hereunder shall cease from and after that date that such prohibition shall become effective, and any unearned rent paid in advance by the LESSEE shall be refunded to the LESSEE.

**PARAGRAPH 17. IMPROPER USE:** That the LESSEE will not consent to any unlawful use of the demised premises, or any other use prohibited by this Lease.

PARAGRAPH 18. QUIET POSSESSION: That the LESSEE, upon the payment of rent and the performance of the aforesaid covenants, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid, subject to rights of ingress and egress by LESSOR or LESSOR'S agents for inspection or emergency purposes, and subject to any other provisions contained herein.

PARAGRAPH 19. CONDITION OF PREMISES: That the LESSEE will keep the exterior of the building constructed by it and the appurtenant ground covered by this Lease in a well-kept, sanitary and tidy condition and the grass mowed, and that the grounds shall be kept reasonably free from weeds, rubbish and other unsightly objects or things.

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PARAGRAPH 22. NO FUEL OR PUMPS: That the LESSEE shall not engage, in any way, in, the sale of oil, gasoline or other motor fuel on said leased premises, or maintain storage of these items or pumps for its own use except that oil and preheater fuel may be stored in an amount not to exceed one (1) year's supply for the aircraft stored. In no case shall external storage exceed five (5) gallons.

PARAGRAPH 23. NON-EXCLUSIVE USE: That this Lease shall be non-exclusive and subordinate to the provision of any existing or future agreement between the LESSOR and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport.

PARAGRAPH 24. MAINTENANCE OF PUBLIC FACILITIES: That the LESSOR reserves the right, but shall not be obligated to the LESSEE, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the LESSEE in this regard.

PARAGRAPH 25. PROTECTION OF APPROACHES: That the LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the LESSEE from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the LESSOR, would limit the usefulness of the airport or constitute a hazard to the Airport.

PARAGRAPH 26. REGULATIONS AND POLICIES: That the grant contained herein is subject to such regulation or curtailment or alteration as may be required by reason of present or future rules and regulations and policies of the LESSOR relative to the use and operation of the airport, provided those rules do not abrogate the provision of this Lease, except Paragraphs 20, 28, 30 and 33. LESSEE shall abide by all present and future rules, regulations and policies of the LESSOR regarding the Airport. It is important for the LESSEE to understand that it must follow present and future rules and regulations regarding the Airport.

PARAGRAPH 27. NON-DISCRIMINATION: The LESSEE for itself, its personal Representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

A. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

C. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights of 1964, and as said Regulations may be amended.

PARAGRAPH 28. BINDING PROVISIONS: That the covenants and agreements contained in the foregoing lease are binding upon the parties hereto, and their respective heirs, personal representatives, successors, legal representatives, and assigns.

PARAGRAPH 29. SNOW REMOVAL: That the LESSOR shall be responsible for plowing from as close as practical to the LESSEE'S hangar to the nearest normally plowed area. Proximity to the hangar shall be determined solely by the plow operator. LESSEE agrees that any snow removed by LESSEE or its agent will not be deposited or placed anywhere on the Airport in such manner as to obstruct aircraft, taxiways, runways or aprons, hangars, parking area or other areas of the Airport which are normally plowed. The LESSOR reserves the right to schedule such removal as provided in present and future operation rules and regulations of the Tuscarora Township Airport.

PARAGRAPH 30. DEFAULT: That the LESSOR may deliver notice to the LESSEE, by personal service or by Certified Mail, of any breach of the provisions of this Lease. If the breach is curable and LESSEE fails to cure the breach within ten (10) days from, but not including the date of service, then default shall be deemed to have occurred. If service is made by Certified Mail and the notice is returned "unclaimed" or "undeliverable", then LESSOR may again attempt service by Certified Mail. If the second attempt is returned "unclaimed" or "undeliverable" then service shall be deemed to have occurred on the date that the second notice is returned to LESSOR. If two (2) breaches occur in any thirty-six (36) month period then a default shall be deemed to have occurred. Written notice of default shall be given to LESSEE personally or by Certified Mail. No action by LESSEE including, but not limited to, failure by LESSOR to give notice of a breach of which LESSOR knew, or should have known to exist, shall be deemed an acquiescence to continuation of the breach or a waiver of any of the rights of the LESSOR in this Lease. A default by LESSEE shall entitle LESSOR to:

A. Re-enter and repossess the premises and structures thereon and to remove personal property of LESSEE, whereupon this Lease shall be deemed terminated, and/or

B. Exercise its other rights as provided by law, such as, by way of example, but not limitation, summary eviction proceedings and/or lawsuit for unpaid rent.

These remedies are cumulative and LESSOR may select any or all of these remedies as it deems necessary. If LESSOR fails to act upon any breach of which it knew, or should have known, such neglect or omission shall not be deemed any acquiescence of improper conduct. It is specifically agreed that any such neglect or omission by LESSOR shall not deprive LESSOR of any of the rights it has under this Lease and any such conduct shall not change the terms of this Lease by virtue of any such conduct or by implication. If LESSEE defaults and this Lease is terminated, LESSEE shall be responsible for lost rent which would have been paid over the remaining term of this Lease (excluding all unused, potential renewals). LESSOR shall attempt to mitigate its damages.

PARAGRAPH 31. SEVERABILITY: That if any provision of this Lease shall be deemed invalid by a court, then only that invalid provision shall be stricken from this Lease, with all other provisions remaining in full force and effect.

PARAGRAPH 32. MODIFICATION: That the terms of this Lease may be changed only by written consent of the parties hereto.

PARAGRAPH 33. AIRCRAFT OWNERSHIP AND OCCUPANCY: That the leased premises shall be used by the Lessee primarily for the storage and maintenance of aircraft and related equipment/supplies. The Lessee may also use the hangar for the storage of an automobile and other personal property of the Lessee which storage shall be for personal and not for commercial use. The lessee may sublet or provide rental of owned hanger space for other planes and personal property seasonal storage only. The lessee shall be prohibited from using the hangar for the storage of aviation fuel except that amount to facilitate the fueling of lessee aircraft. Any other use of the hangar must comply with airport rules and regulations, as may be amended from time to time. If there is no airplane in the lessee hanger, empty space must be left available to accommodate an intact, fixed wing aircraft capable of carrying a person.



LESSEE: JOHN C. LEPPHEN

John C. Leppien

STATE OF MICHIGAN )

COUNTY OF GRATIOT )

Before me, a Notary Public in and for  
the State of MICHIGAN  
and the County of GRATIOT  
personally appeared

**JOHN C. LEPPHEN**

Who acknowledged that he did sign the  
foregoing Private Hangar Lease in the  
capacity as LESSEE.

Sworn to before me and subscribed in my  
presence this 15<sup>th</sup> day of

November, 2023

Patricia A. Alton

Notary Public

My commission expires on the 3/17/24

day of \_\_\_\_\_, 20\_\_



LESSOR: TUSCARORA TOWNSHIP

Robert W. Kramer  
**DEPUTY SUPERVISOR, ACTING FOR**  
Robert Kramer, Supervisor, Township of Tuscarora

STATE OF MICHIGAN )

COUNTY OF CHEBOYGAN )

Before me, a Notary Public in and for  
the State of MICHIGAN  
and the County of Cheboygan  
personally appeared

**ROBERT A. KRAMER**

Who acknowledged that he is the Supervisor  
of the Township of Tuscarora, and that he  
executed the foregoing Private Hangar Lease  
pursuant to a resolution of and on behalf of the  
Tuscarora Township Board.

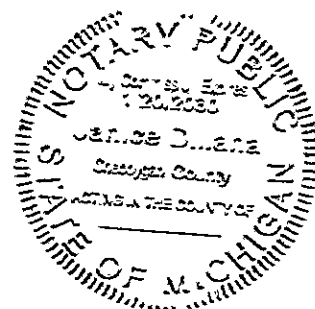
Sworn to before me and subscribed in my  
presence this 21<sup>st</sup> day of

DECEMBER, 2023

Joan M.  
Notary Public

My commission expires on the 20<sup>th</sup>

day of January, 2030





**DATE OF MEETING:** October 8, 2024

**TITLE:** County Planning Commission parking lot requirements and PEI Agreement

**SUMMARY:** On October 2, 2024 the County Planning Commission approved the site plan for the new township parking lot conditions as outlined in the County letter of October 4.

On August 13, 2024, the Board approved a contractual agreement with PEI (Performance Engineers, Inc.) to provide all preconstruction deliverables Board noted Township can save considerable funds on parking lot by using the same contractors performing sewer construction work if bidding. This is a sole vendor agreement. Changes were made by the Township Attorney to include additional requirements on bidding to comply with Township bid policies (Chapter 4). Other safeguards include indemnification, and additional Board approvals on costs and certain bids.

**FINANCIAL IMPACT:** \$180,000.00

**RECOMMENDATION:**

1. Agree to County Planning Conditions of the site plan approval and authorize Clerk to sign for the township.
2. Approve PEI agreement and authorize Clerk to sign for the township.

**PREPARED BY:** Supervisor

**DEPT/BOARD/COMMISSION:** Board of Trustees

**ATTACHMENTS:** County letter, new site plans; PEI Agreement



# CHEBOYGAN COUNTY PLANNING & ZONING DEPT.

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870 S. MAIN ST., #103 • PO BOX • CHEBOYGAN, MI 49721  
PHONE: (231) 627-8489 • FAX: (231) 627-3646

October 4, 2024

Tuscarora Township  
C/o Mr. Robert Kramer, Supervisor  
3546 S. Straits Highway, P.O. Box 220  
Indian River, MI 49749

**Re: Site Plan and Site Plan Application for an off-street parking lot conditionally approved for the property located at 5985 Martha St. in Tuscarora Township (parcel no. 161-024-200-001-03). This parcel is the subject property for which a Site Plan and Site Plan Review Application were approved by the Cheboygan County Planning Commission on October 2, 2024, for a 43-space off-street parking lot, per Section 6.2.16. of the Cheboygan County Zoning Ordinance No. 200 (Parking lots, buildings and garages).**

Dear Mr. Kramer,

As you are aware, on October 2, 2024, the Cheboygan County Planning Commission voted to approve (subject to conditions) your request for approval of the submitted site plan and associated site plan review application to construct an off-street parking lot, per Section 6.2.16 of the Cheboygan County Zoning Ordinance No. 200 at the aforementioned property.

**Note:** The Commission's action was to approve your site plan and site plan review application. However, this approval does not relieve you of the obligation to apply for and obtain all other required permits, such as building and/or land clearing permits from the Cheboygan County Department of Building Safety, permits from the Cheboygan County Road Commission, the Michigan Department of Environment, Great Lakes and Energy (EGLE), and/or other local, state and federal permits as may be applicable. You should contact the Department of Planning and Zoning if you have any questions regarding what types of permits you need to obtain for the use.

The attached Acceptance of Conditions form lists the conditions of approval imposed by the Planning Commission at the meeting on October 2, 2024. ***Note that the form must be signed by the property owner(s) or authorized agent and returned to the Planning and Zoning Department within thirty (30) calendar days from the date of this letter (November 3, 2024).***

Note, too, that Cheboygan County Zoning Ordinance # 200 requires issuance of a Zoning Certificate of Occupancy before a permitted use of land or building begins. The Zoning Certificate of Occupancy ensures that the proposed use of the property and the site plan are in conformance with the application approved by the Planning Commission. There is no fee for the Certificate of Occupancy application or the Zoning Certificate of Occupancy. Please complete the enclosed Zoning Certificate of Occupancy Application and return it with two (2) as-built site plans and two (2) floor plans, as applicable.

Upon receipt, staff will perform a final zoning inspection to determine compliance with the approved site plan and application and site development standards as may be applicable, such as total parking spaces and minimum setback requirements.

Also note that the Zoning Certificate of Occupancy does not replace the need for a Certificate of Occupancy from the Department of Building Safety/Construction Code, as applicable

If you or anyone disagrees with the action taken by the Planning Commission, State law provides that a person having an interest affected by the zoning ordinance may appeal a decision of the Planning Commission to the Circuit Court. Pursuant to MCR 7.101 any appeal must be filed within thirty (30) days after this Decision and Order is adopted by the Planning Commission, or within thirty (30) days after the minutes of the meeting at which this decision was made are approved, whichever is sooner.

If you have any questions, please feel free to contact me at 231.627.8485 or by email at [mturisk@cheboygancounty.net](mailto:mturisk@cheboygancounty.net).

Best regards,

A handwritten signature in black ink that reads "Michael Turisk". The signature is written in a cursive, flowing style.

Michael Turisk, Planning Director

Enclosure(s): Acceptance of Conditions Form



# CHEBOYGAN COUNTY

## PLANNING AND ZONING DEPARTMENT

CHEBOYGAN COUNTY BUILDING ■ 870 S. MAIN STREET, PO BOX 70 ■ CHEBOYGAN, MI 49721  
PHONE: (231) 627-8489 ■ FAX: (231) 627-3646  
[www.cheboygancounty.net/planning/](http://www.cheboygancounty.net/planning/)

October 4, 2024

### ACCEPTANCE OF CONDITIONS

#### Site Plan/Site Plan Application Authorization

I, the undersigned, am the owner or authorized agent of/for parcel no. 161-024-200-001-03, located in Tuscarora Township at 5985 Martha St. This parcel is the subject property for which a Site Plan and Site Plan Review Application were approved by the Cheboygan County Planning Commission on October 2, 2024 for a 43-space off-street parking lot, per Section 6.2.16. of the Cheboygan County Zoning Ordinance No. 200 (Parking lots, buildings and garages).

The conditions of approval are as follows and to which I acknowledge and agree to adhere:

1. Prior to construction, the applicant shall submit to the Department of Planning and Zoning a revised site plan that shows:
  - a. The removal of the sidewalk along Club Rd. east of the subject property.
  - b. A note on p. 2 of the plan set indicating the project shall be compliant with all applicable Department of Environment and Great Lakes (EGLE) requirements for the future land use on the subject property, including an approved Document of Due Care Compliance Report ("Due Care Plan") and Environmental Construction Management Plan.
  - c. The accurate location(s) of the proposed outdoor lighting fixtures.
2. Prior to construction, the applicant/owner shall obtain building and electrical permits, as applicable, from the Department of Building Safety. Permit applications shall include a site plan in conformance with this site plan review application approval that meets all applicable site development standards.
3. Prior to construction, the applicant shall obtain any additional permits or meet additional conditions, if any, that may be applicable to the land use, pursuant to other federal, state, or local laws or regulations, including, but not limited to an approved Document of Due Care Compliance Report ("Due Care Plan"), an approved Environmental Construction Management Plan, a Soil Erosion and Sedimentation Control Permit, and a right-of-way permit from the Cheboygan County Road Commission for any work in the road right-of-way.
4. Prior to construction, the applicant shall provide the Planning and Zoning Department the Acceptance of Conditions form within thirty (30) calendar days from the date of the attached action/approval letter (by November 3, 2024). This form shall be signed by the property owner(s) or their legal representatives, otherwise the approved site plan review may be deemed void upon thirty (30) days written notification to the applicant.

5. Prior to construction, any changes to the approved site plan/site plan review application shall be subject to review by the Planning and Zoning Department and may require an application for amendment of the approved site plan review application for review by the Cheboygan County Planning Commission.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OWNER(s)/AGENT: TUSCARORA TOWNSHIP

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

Print Name

\_\_\_\_\_

Sign Name

Its: \_\_\_\_\_

[Title]



# Memo

**To:** Michael Turisk

**Date:** October 4, 2024

**From:** Aaron Nordman

**Re:** Martha Street Parking Lot

---

Please find attached an updated site plan, based on the Planning Commission comments on October 2, 2024.

The following updates are reflected on the attached plans:

1. Sidewalk along the East side of the parking lot has been removed.
2. Privacy fence has been added along the West side of the parking lot, as a recommendation to the Tuscarora Township Board.
3. A note has been added to the Grading Plan, as the first item in the Site Grading Notes, indicating that the Due Care Plan and Construction Management Plan shall be followed.

Please accept this as revisions as needed for final Site Plan approval.

Sincerely,

**Performance Engineers, Inc.**

*Aaron Nordman*

Aaron Nordman, PE  
Principal



**PROJECT DESCRIPTION: CONSTRUCT 43 SPACE PARKING LOT WITH SIDEWALK, LIGHTING AND STORMWATER MANAGEMENT FACILITIES.**

PROPERTY IS ZONED COMMERCIAL DEVELOPMENT DISTRICT (D-CM)

CURRENT USE: VACANT  
PROPOSED USE: PARKING LOT

MAXIMUM STRUCTURE HEIGHT:  
MINIMUM FRONT YARD:  
MINIMUM INTERIOR SIDE YARD:  
MINIMUM STREET SIDE YARD:  
MINIMUM REAR YARD:

### PARKING REQUIREMENTS

**PARKING PROVIDED:** 43 SPACES

PARCEL\_NO: 161-024-200-001-03  
ACREAGE: 2.75

PROPERTY ADDRESS: 5985 MARTHA ST  
PROPERTY CITY: INDIAN RIVER  
PROPERTY ZIP: 49749

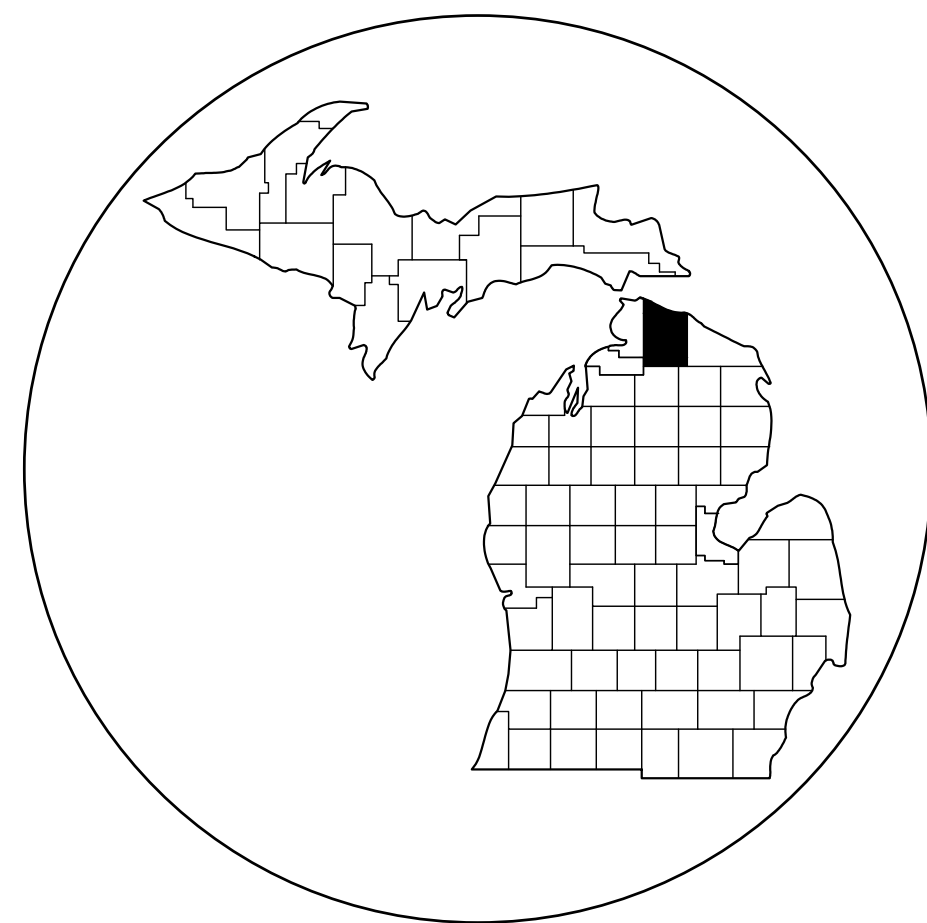
OWNER: TUSCARORA, TOWNSHIP OF

LEGAL DESCRIPTION FROM CHEBOYGAN COUNTY GIS

CORN E 1/4 COR SEC 24, T35N R36E S8D 15° W ALG PREVIOUSLY MONUMENTED  
E & W 1/4 L1 71.91 FT TO INT EW 1/4 L1 & A1 OFFSET 20FT W & PERPENDICULAR  
TO CIL OF FORMER RR MAIN L1 S POB; TH S D 13 20° W PARA WITH SO CIL 131.55 FT;  
TH SLY CONT ON SD 20FT OFFSET L1 PARA WITH SD CIL A CURVE TO LEFT 368.81 FT;  
TH N 89° 40' W ALG E L1 OF MARTINS 2ND ADD TO VILL OF INDIAN RIVER L1 63.73 FT TO N  
OF LOT 13, BLK 39; TH S 84D 25° 10' W 60FT TO E LI OF MILDRD ST; TH N 5D 39°  
E L1 OF FE MARTINS AND ADD TO WILL OF INDIAN RIVER 748.81 FT TO PT OF  
CORN E 1/4 COR SEC 24, T35N R36E S8D 15° W ALG PREVIOUSLY MONUMENTED  
INDIAN RIVER ALG A CURVE TO RIGHT 50° 21' 21", SD CURVE BEING OFFSET 10 FT WLY  
FROM S/L OF A SPUR OF FORMER RR MAIN 187.44 FT; TH N 90° 32' E 82.85 FT; TH N 90°  
32' E 11.596 FT; TH N 80° 59' 34" E 203.97 FT; TH N 150° 43' E 29.24 FT; TH N 172° 24'  
E 20 FT TO A1 OFFSET 20FT W & PERPENDICULAR TO CIL OF FORMER RR MAIN L1  
S POB; TH N 89° 40' W ALG E L1 OF MARTINS 2ND ADD TO VILL OF INDIAN RIVER  
COR SEC 24, T35N, R36E S8D 15° W ALG PREVIOUSLY MONUMENTED E/W  
1/4 LINE 793.14 FT TO THE INT OF SD E/W 1/4 LINE AND THE ELY LI OF FE MARTINS  
SECOND ADD TO THE VILLAGE OF INDIAN RIVER L1 S09°23'50"W ALG A CURVE E 1/3 SE 21';  
TH N80°09'57"W 19.77 FT TO THE WLY LINE BLK 33; TH S17°52'08"W 131.64 FT TO A  
MARKER PLACED IN THE ASSESSOR'S RECORD AT THE INTERSECTION OF THE  
WLY LINE OF LOT 10 TO WLY 1/4 WLY AND PERSH TO THE FORMER CIL OF RR SPUR  
TRACK OF THE FORMER CARMR; TH SWLY 128.0 FT ALG A CURVE TO THE RIGHT SAD  
CURVE HAVING A RAD OF 516.61 FT AND A CHORD WHICH BEARS S33°02'10" W 124.50  
FT TO A BAR & CAP#41098 ON THE ELY LINE OF FE MARTINS SECOND ADDITION TO  
THE VILLAGE OF INDIAN RIVER, TH NEL 98° 10' W ON A CURVE TO THE RIGHT SAD  
CURVE HAVING A RAD OF 2486.39 FT AND A CHORD BEARS N04°11'10" E 99.10 FT;  
TH N72°07'52"W

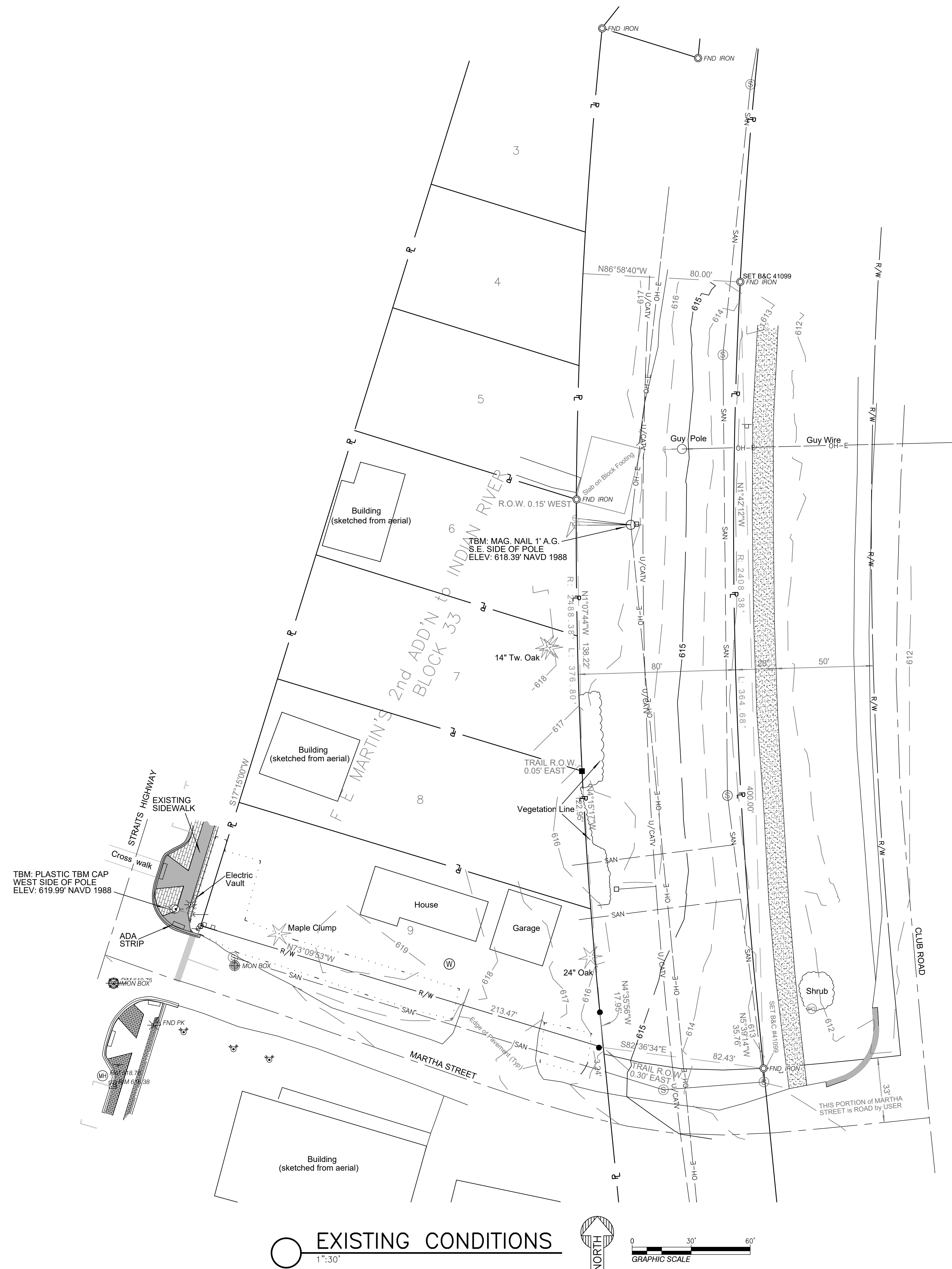


Know what's **below**.  
**Call** before you dig.



LEGEND			
DESCRIPTION	PROPOSED	EXISTING	
BUILDING			
STORM SEWER	— ST —	— ST —	
SANITARY SEWER	— SAN —	— SAN —	
WATER	— W —	— W —	
NATURAL GAS	— G —	— G —	
UNDERGRND ELEC.	— U/E —	— U/E —	
OVERHEAD ELEC.	— E —	— E —	
UNDERGRND TEL.	— U/T —	— U/T —	
WELL			
MANHOLE			
CATCH BASIN			
FIRE HYDRANT			
UTILITY POLE			
LIGHT POLE			
CLEANOUT			
WATER VALVE			
DECIDUOUS TREE			
CONIFEROUS TREE			
BUSH			
TREELINE			
DITCH OR SWALE			
ELEVATION			
CONTOUR			
PROPERTY LINE	— P —	— P —	
UNIT LINE	— — — — —	— — — — —	
FENCE	— X — X —	— X — X —	
ABBREVIATIONS			
ASPH	- ASPHALT	IE	- INVERT ELEVATION
BF	- BARRIER FREE	LFT	- LINEAR FEET
BC	- BACK OF CURB	MH	- MANHOLE
BLDG	- BUILDING	PVC	- POLYVINYLCHLORIDE
B.M.	- BENCH MARK	PIPE	- PIPE
CFT	- CUBIC FEET	R	- RADIUS
C/C	- CENTER TO CENTER	RCP	- REINFORCED CONCRETE PIPE
CMP	- CORRUGATED METAL PIPE	RR	- RAILROAD
CONC	- CONCRETE	SAN	- SANITARY
DIP	- DUCTILE IRON PIPE	STL	- STEEL
FDN	- FOUNDATION	STM	- STORM
FFE	- FINISH FLOOR ELEVATION	T/C	- TOP OF CURB
F.G.	- FINISH GRADE	T/W	- TOP OF WALK
HDPE	- HIGH DENSITY POLYETHYLENE	T/WALL	- TOP OF WALL
		TE	- TOP/IRM ELEVATION
		TP	- TYPICAL

<u>ELECTRIC</u> CONSUMERS ENERGY: JAMES LUCAS CELL:(231) 394-3738	<u>PHONE</u> AT&T: JEFF COLLARD CELL:(598) 764-8260
<u>SEWER</u> TUSCARORA TOWNSHIP: TAMMI GALL, OPERATOR WWTPOFFICE:(231) CELL:(231) 333-6874	<u>CABLE &amp; FIBER</u> CHARTER/SPECTRUM: STEVEN THINEL (GAYLORD) CELL:(231) 631-5725 ERIC LEECH (POTTSKEY) CELL:(231) 340-8908
<u>GAS</u> DTE MICHCON: MATT LOGAN OFFICE:(231) 259-8785 CELL:(231) 492-7479 EMERGENCY: (800) 947-5000 BRIAN HASKILL (INDIAN RIVER) CELL:(231) 622-2294	<u>MERIT NETWORK</u> TYLER LENSING: OFFICE:(34) 527-5703 CELL:(517) 803-7272




## EXISTING CONDITIONS




0 30' 60'

GRAPHIC SCALE



**Performance  
Engineers, Inc.**

**Civil / Structural Engineering**  
406 Petoskey Avenue Phone: (231) 547-2121  
Charlevoix, Michigan 49720 Fax: (231) 547-0084  
[www.performanceeng.com](http://www.performanceeng.com)

 FULLFORD SURVEYING & MAPPING, P.C.  
PO BOX 969  
5097 S. STRAITS HIGHWAY, SUITE A  
INDIAN RIVER, MI 49749  
PHONE: 231-238-9199 FAX: 231-238-9195

TUSCARORA TOWNSHIP  
MARTHA STREET PARKING LOT

MARK	DATE	DESCRIPTION
1	9/4/2024	Cheboygan Co Planning Commission
2	9/13/2024	Planning Commission updates
3	9/25/2024	Planning Commission updates
4	10/4/2024	PC Mtg updates from 10/2/2024

PROJECT NO:	24-6517
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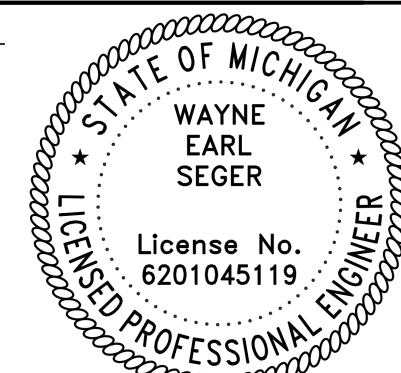
CAD DWG FILE: 6517BASE.DWG

DRAWN BY: V

DESIGNED BY: V

CHECKED BY \_\_\_\_\_

SEA



SHEET TITLE

## EXISTING CONDITIONS

1

SHEET 1 OF 3







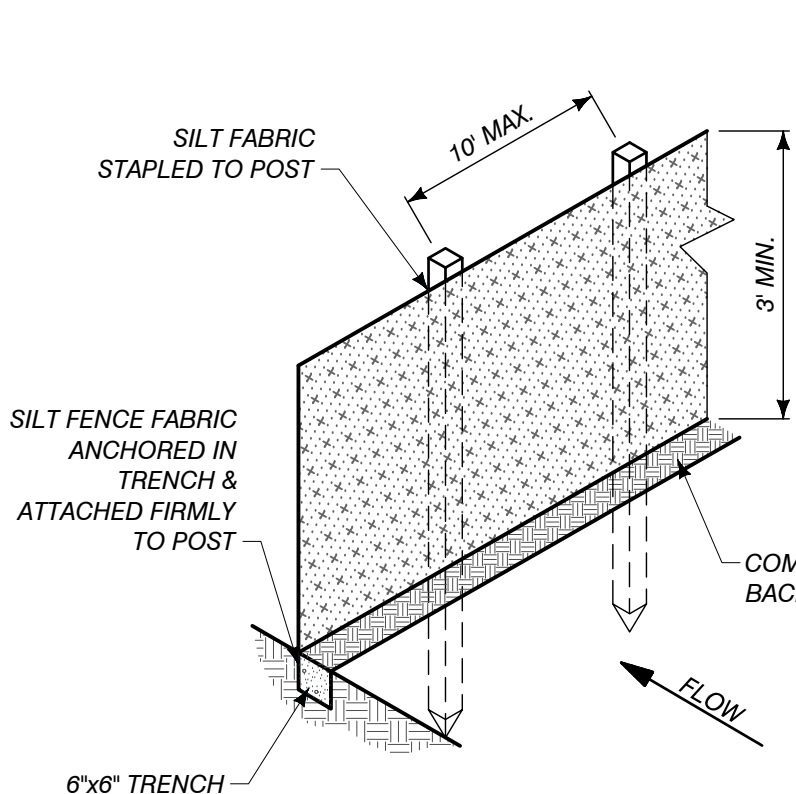
C:\USERS\WAYNE\SEGER\PERFORMANCE ENGINEERS\PERFORMANCE ENGINEERS - PROJECT\56517\DRAWINGS\ARCHIVED\6517 SITE - W.DWG - GRADING - PLOTTED 10/4/2024 1:58 PM BY WAYNE SEGER

1. MDOT DESIGNATION REFERS TO THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION CURRENT CONSTRUCTION AND MATERIAL SPECIFICATIONS AND STANDARD CONSTRUCTION DRAWINGS.
2. ALL MATERIALS AND CONSTRUCTION METHODS USED FOR PAVEMENT CONSTRUCTION OUTSIDE OF THE RIGHT-OF-WAY SHALL CONFORM TO MDOT SPECIFICATIONS UNLESS OTHERWISE NOTED.
3. ALL MATERIALS AND CONSTRUCTION METHODS USED FOR PAVEMENT CONSTRUCTION INSIDE OF THE RIGHT-OF-WAY SHALL CONFORM TO CHEBOYGAN COUNTY ROAD COMMISSION SPECIFICATIONS UNLESS OTHERWISE NOTED.

## PAVEMENT NOTES

1. THE EXISTING SOILS ON THE PROJECT ARE KNOWN TO CONTAIN FORMER RAILROAD BASED CONTAMINANTS. ALL EARTHWORK AND ONSITE MATERIAL HANDLING SHALL FOLLOW THE DUE CARE PLAN AND CONSTRUCTION MANAGEMENT PLAN.
2. CONTRACTOR SHALL DETERMINE THAT THE SITE BENCH MARK OR BENCH MARKS ARE THE ACTUAL INTENDED MARKS AND ARE STILL AT PROPER ELEVATION.
3. EXTREME CAUTION MUST BE TAKEN WHEN WORKING AROUND THE BURIED ATT TELEPHONE CABLE. DUE TO IT BEING LOCATED IN THE CUT SECTION OF THE EARTHWORK AND MAY BE BURIED AT A SHALLOW DEPTH.
4. QUANTITIES OF CUT AND FILL MATERIAL ARE SOLE RESPONSIBILITY OF THE CONTRACTOR. ANY CONFLICT IN VERIFICATION OF EXISTING GRADES MUST BE BROUGHT TO ENGINEER'S ATTENTION BEFORE WORK IS STARTED IN ORDER TO RECEIVE CONSIDERATION.
5. AREAS OF COMPLETED FILL WHICH ARE TO RECEIVE SLABS, PAVEMENT, STRUCTURES, ETC., SHALL BE KEPT FREE OF STANDING WATER OR OTHERWISE PROTECTED FROM ANY LOSS OF COMPACTION DENSITY.
6. FILLS WITHIN BUILDING LINES SHALL BE SHARP SAND, FREE FROM DEBRIS, WHICH CAN BE PROPERLY COMPACTED. STRUCTURAL FILLS WITHIN BUILDING LINES SHALL EXTEND TO BOTTOM OF FLOOR SLAB.
7. SUBGRADE FOR PAVEMENT SHALL BE PREPARED IN ACCORDANCE WITH MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) CONSTRUCTION AND MATERIAL SPECIFICATION 2.08.
8. FILL MATERIAL SHALL BE SPREAD IN UNIFORM LAYERS NOT TO EXCEED 8 INCHES (LOOSE MEASURE) IN THICKNESS, APPROXIMATELY PARALLEL TO FINISH GRADES. SPREADING OF MATERIALS SHALL FOLLOW DUMPING AS CLOSELY AS PRACTICABLE. EACH LAYER SHALL BE COMPACTED TO REQUIRED 95% DENSITY BEFORE NEXT LAYER IS PLACED.
9. IT IS ASSUMED THAT VARIOUS IMPORTED FILL MATERIALS MAY EXIST ON THE SITE. AFTER THE REMOVAL OF TOPSOIL, SUBGRADE MATERIAL NEEDS TO BE INSPECTED BY ENGINEER FOR THE ABILITY TO BE USED FOR STRUCTURAL FILL AND/OR BLENDED WITH NON NATIVE MATERIAL UNCOVERED ONSITE. UNSUITABLE MATERIAL SHALL BE REPLACED WITH CLEAN MDOT CLASS II MATERIAL.
10. IF FILL MATERIAL IS TOO DRY, SPRINKLING SHALL BE REQUIRED TO PROVIDE PROPER MOISTURE CONTENT FOR MAXIMUM COMPACTION. FLOODING OR INUNDATING WILL NOT BE PERMITTED. WET MATERIAL SHALL BE ALLOWED TO DRY TO PROPER MOISTURE CONTENT BEFORE PLACEMENT OR COMPACTION.
11. REMOVE TOPSOIL FROM AREAS TO BE FILLED AND GRADED AND ALL AREAS OF CONSTRUCTION. REMOVE FULL DEPTH OF TOPSOIL AND AVOID MIXTURE OF SUBSOIL, DEMOLITION DEBRIS, OR OTHER CONTAMINANTS.
12. SUBGRADE DEPTH BELOW FINISH GRADE SHALL BE AS REQUIRED TO ALLOW FOR DEPTH OF TOPSOIL, FLOOR SLAB, WALKS, PAVEMENT STRUCTURAL FILLS, ETC.
13. REPLACEMENT OF TOPSOIL, 4 INCH THICK MINIMUM, AND FINE GRADING THEREOF SHALL BE REQUIRED WITHIN ALL AREAS OF THE SITE DISTURBED BY CONSTRUCTION ACTIVITIES.
14. TOPSOIL SHALL BE RAKED TO REMOVE DEBRIS AND TO PREPARE IT FOR SEEDING. LUMPS SHALL BE BROKEN AND SPREAD. STONES, DEBRIS ETC., SHALL BE REMOVED AND DISPOSED OFF-SITE.
15. EXCESS TOPSOIL SHALL BECOME THE PROPERTY OF CONTRACTOR AND REMOVED FROM THE PROJECT SITE.
16. WHEN OTHER SITE WORK HAS BEEN SUBSTANTIALLY COMPLETED, CONTRACTOR SHALL FINISH GRADE AREAS TO BE SEED. SUCH GRADING SHALL BRING GRADES SMOOTH, TRUE AND EVEN SURFACES WITH USE OF MOTOR POWER GRADERS, SUPPLEMENTED BY HAND WORK AND RAKING, AS REQUIRED.
17. BEFORE SEEDING, SURFACES SHALL BE CLEARED OF CONSTRUCTION DEBRIS, SUCH AS BRUSH, WIRE, GRADE STAKES AND OTHER OBJECTS.
18. SEEDING SHALL BE APPLIED AT A RATE OF 8 POUNDS PER 1000 SQ.FT. AFTER SEEDING, SURFACE SHALL BE COMPACTED USING ROLLER WEIGHING 80-90 LBS. PER LINEAL FOOT OF ROLL.
19. STRAW MULCH SHALL BE APPLIED AT A RATE OF TWO BALES PER 100 SQ.FT. MOISTEN STRAW TO PROMOTE GERMINATION.
20. SANITARY SEWER IS SHALLOW WITHIN THE PROJECT LIMITS, BOTH THE LATERALS AND MAINLINE. USE EXTREME CAUTION WHEN WORKING AROUND THE PIPES, BOTH FOR GENERAL GRADING AND STORM SEWER INSTALLATION.

## SITE GRADING NOTES



## SILT FENCE DETAILS

NO SCALE

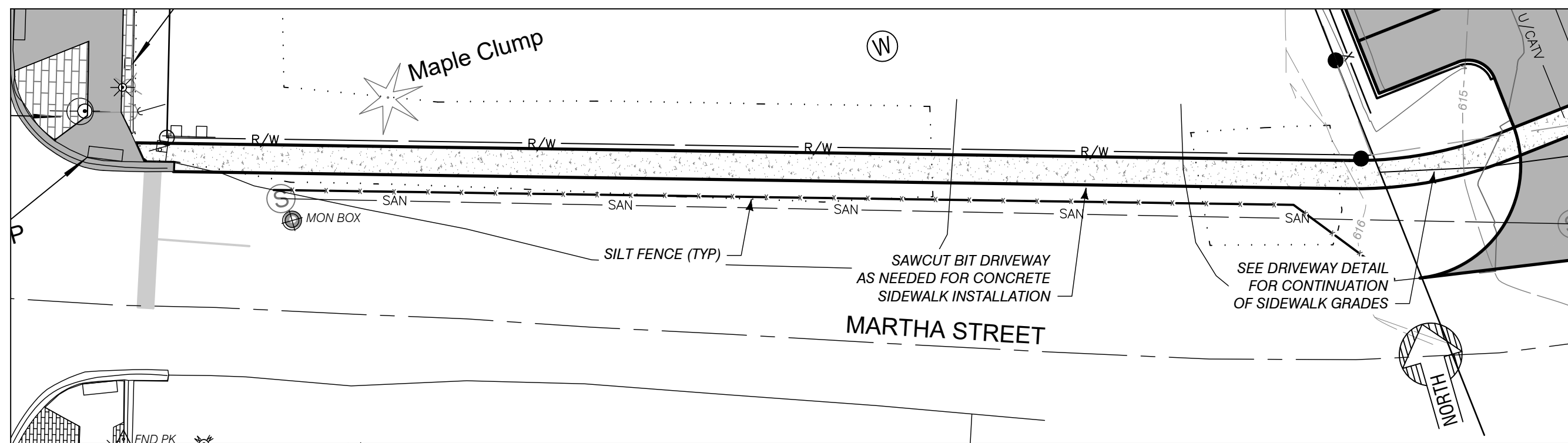
Stormwater Detention Volume Provided					
Stormwater Ponds	Surface Area (SF)	Depth (FT)	Vol Pond (CF)	Vol Infiltrate (CF)	Vol Sum (CF)
Pond in ROW	236	3	444	1184	1628
South Pond	202	2	202	808	1010
Middle Pond	302	2	302	1208	1510
North Pond	493	2	493	1972	2465
Stormwater Pipe	Length	Width	Depth	Vol Pipe	Vol Infiltrate
Pipe & Trench	205	2	2.17	72	1640
Infiltration Rate Used	2	IN+R			
Stone Void	0.25	PERCENT			
Storm Pipe Diameter	8	INCH			
Total Volume Provided over 24 hrs					8475

## Equivalent Year of Storm Provided

Impervious Area	15846	SFT
Total Volume Provided	8475	CF
Stormwater Detained	6.42	INCH
NCAA Precipitation Frequency (100 yr/24 hr)	4.75	INCH
Equivalent 24-hr Storm Recurrence	>100 Year	

1. DETENTION IS PROVIDED WITH FOUR STORM BASINS / RAIN GARDENS, IN ADDITION TO AN INFILTRATION STORMWATER TRENCH CONNECTING THE BASINS.
2. THE VOLUME PROVIDED IS BASED ON A CONSERVATIVE INFILTRATION RATE, AND AS ILLUSTRATED IN THE TABLE ABOVE, THE SYSTEM DETAINS WATER IN EXCESS OF THAT WHICH COULD BE EXPECTED DURING A 1000 YEAR STORM.

## DRAINAGE NOTES



## DRIVEWAY DETAIL

1"=10'

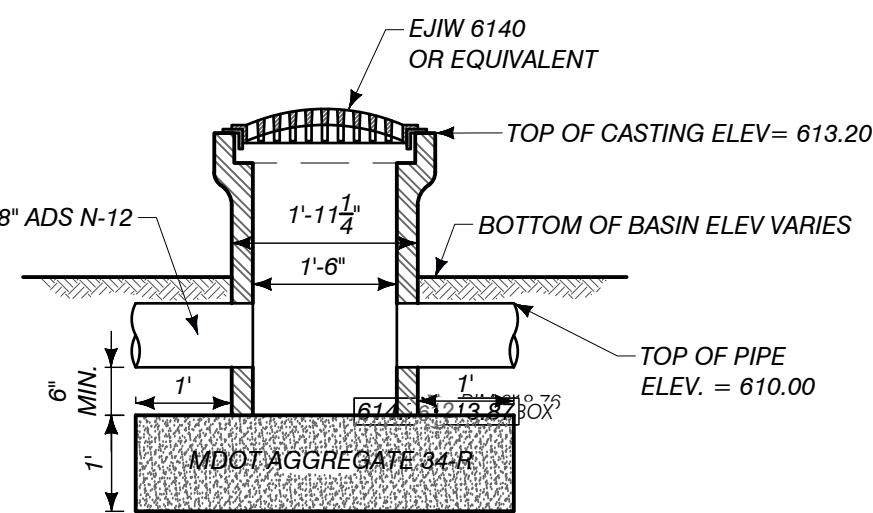
## MARTHA ST SIDEWALK

1"=20'

1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION AND SEDIMENTATION CONTROLS REQUIRED TO PREVENT OR MINIMIZE SOIL EROSION AND TO CONTROL SEDIMENTATION FROM IMPACTING THE WATER RESOURCES OF THE STATE OF MICHIGAN, CHEBOYGAN COUNTY AND ADJACENT PROPERTIES. THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT MINIMIZES OR PREVENTS SOIL EROSION, NOT BEGIN ANY SITE WORK PRIOR TO THE INSTALLATION OF EROSION AND SEDIMENTATION MEASURES.
2. ALL EROSION CONTROL MEASURES SHALL MEET THE STANDARDS AND SPECIFICATIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION SOIL EROSION AND SEDIMENTATION CONTROL MANUAL.
3. ALL EROSION CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION IS DEFINED AS WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
4. IF SOIL STOCKPILING IS UTILIZED, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT AND AVOID EROSION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE RETENTION AREA AFTER THE STABILIZATION OF THE SITE.

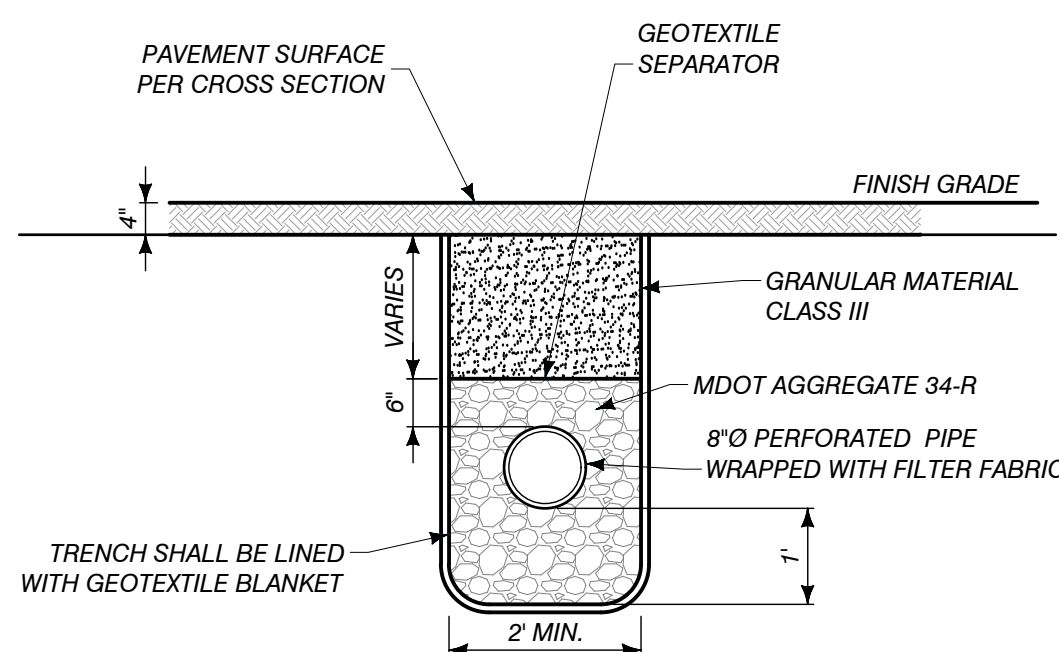
6. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-THIRD THE HEIGHT OF THE SILT FENCE.
7. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT. THE MEASURES SHALL BE REPAIRED, REPLACED, OR SUPPLEMENTED AS NEEDED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENTATION CONTROL MEASURES AS NECESSARY TO BE MAINTAINED IN FULLY FUNCTIONAL CONDITION THROUGHOUT THE ENTIRE PROJECT.
9. CONSTRUCTION MANAGER MAY ADJUST LOCATIONS OF EROSION CONTROL MEASURES AS REQUIRED THROUGHOUT THE PROJECT.
10. RETENTION AREAS AND SLOPES SHALL BE SEED IMMEDIATELY AFTER GRADING OPERATIONS TO MINIMIZE EROSION.
11. ALL EXISTING TREES TO BE SAVED SHALL HAVE SOIL EROSION FENCING PLACED AROUND THE BASE AND CONSTRUCTION FENCING TO THE DRIP LINE.

## EROSION CONTROL NOTES



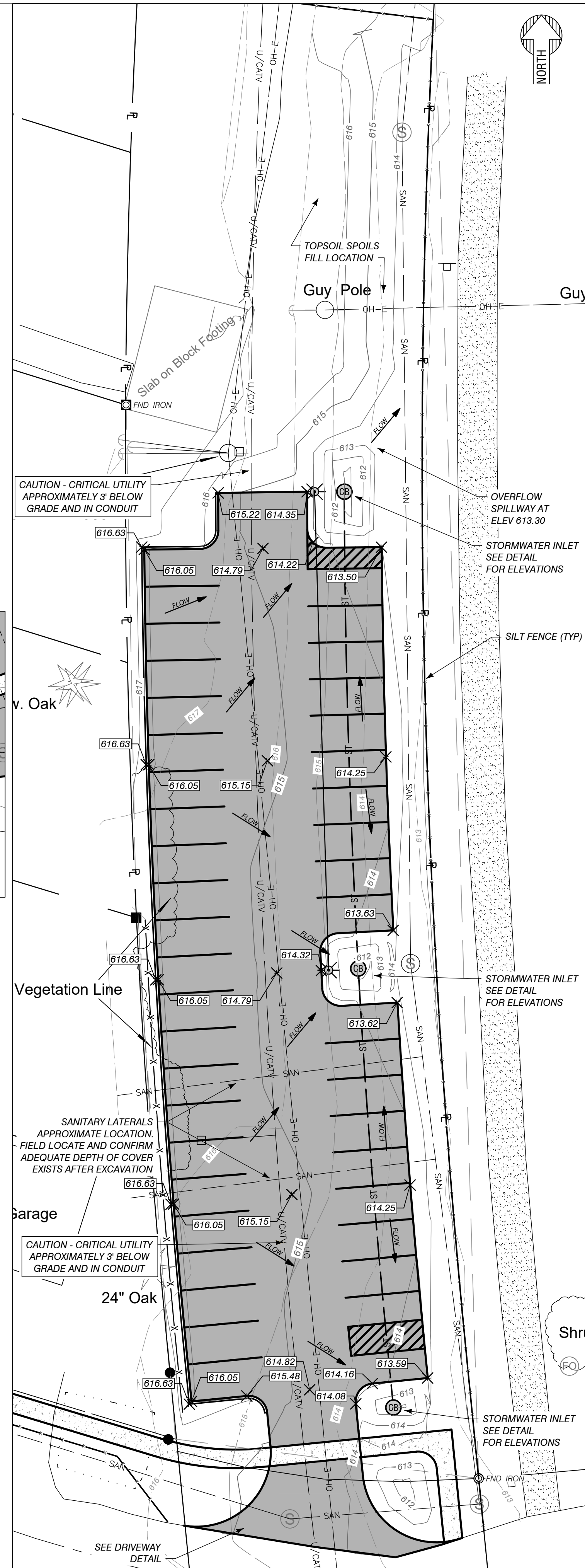
## STORMWATER DETAIL

1/2"=1'



## PERFORATED PIPE TRENCH DETAIL

NO SCALE



## PARKING LOT GRADING & DRAINAGE

1"=20'

**Performance Engineers, Inc.**

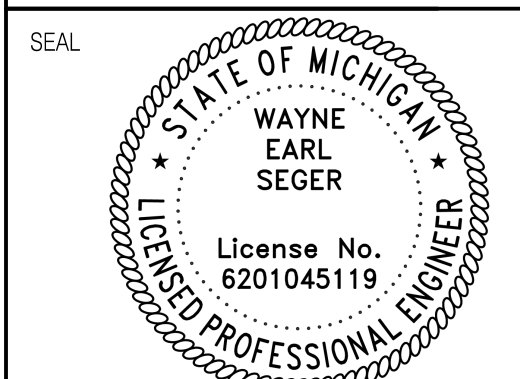
Civil / Structural Engineering  
406 Petoskey Avenue  
Charlevoix, Michigan 49720  
Phone: (231) 547-2121  
Fax: (231) 547-0084  
www.performanceeng.com

FULLFORD SURVEYING & MAPPING, P.C.  
PO BOX 889  
509 S. STRAITS HIGHWAY, SUITE A  
CHARLEVOIX, MI 49720  
PHONE: 231-538-9195 FAX: 231-538-9195

TUSCARORA TOWNSHIP  
MARTHA STREET PARKING LOT

MARK	DATE	DESCRIPTION
1	9/4/2024	Cheboygan Co Planning Commission
2	9/13/2024	Planning Commission updates
3	9/28/2024	Planning Commission updates
4	10/4/2024	PC Mtg updates from 10/2/2024

PROJECT NO: 24-6517  
CAD DWG FILE: 6517SITE.DWG  
DRAWN BY: WES  
DESIGNED BY: WES  
CHECKED BY: AEN



SHEET TITLE

GRADING & DRAINAGE

3

SHEET 3 OF 3

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09.20.2024

# Engineering Services Proposal

**To:**

Robert Kramer, Supervisor  
Tuscarora Township  
3546 S. Straits Hwy  
Indian River, MI 49749

**Via email:**

supervisor@tuscaroratwp.com

**From:**

Aaron Nordman  
Performance Engineers  
406 Petoskey Ave.  
Charlevoix, MI 49720

**Proposal No.: 2024895A**

Martha St. Parking Lot  
Construction Management

**Project Understanding:**

Tuscarora Township has requested a proposal from Performance Engineers, Inc. (PEI) to provide construction management services to the Township. The scope of these services would be limited to the management and oversight of construction for the proposed Martha Street parking lot. The parking lot design has been developed by PEI based on the OHM Advisors conceptual plan. PEI has provided the design drawings to the Township for approval and these have been submitted to Cheboygan County for Zoning Approval. Assuming that the zoning approval is obtained, the Township has indicated that the desired schedule is to construct the parking lot this fall to potentially leverage the paving going on with the sewer project to make the parking lot project more economical.

PEI understands that the Township desires to have PEI act on their behalf to manage the parking lot construction. The scope of which would be as follows:

**Proposed Scope of Work:**

Based on the request for proposal documents and information identified above, PEI understands our scope of work being the management and construction oversight necessary to complete the following tasks:

1. Secure Permits and Due Care Plan:

PEI will complete the zoning approval process, obtain road commission permits, soil erosion, building permit for electrical work, and subcontract with an environmental consultant to develop a Due Care Plan and permit the offsite disposal of any contaminated soils.

2. Obtain Bids for Construction:

PEI will develop a set of bid documents, publicly solicit proposals for the construction, and select the lowest competent bidder to enter into a contract for the construction consistent with the Tuscarora Township's Administrative Policies. In the event PEI does not intend to select the lowest competent bidder, PEI must demonstrate good cause for its desired choice and obtain the approval of the Township. It is understood that the construction cost must not exceed \$180,000 without the Township's approval. As required by MCL 129.201, in the

{02136401-1 } **Performance Engineers, Inc.**

**Tel** (231) 547-2121  
**Fax** (231) 547-0084

406 Petoskey Ave.  
Charlevoix, MI 49720

performanceeng.com  
Info@performanceeng.com



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Indian River, MI 49749

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event any individual contract exceeds \$50,000, PEI must require the contractor to provide a performance and payment bond. PEI will also ensure that any contracts executed will include language requiring the contractor to maintain adequate insurance coverage, and include language requiring the contractor to indemnify, defend, and hold harmless the Township to the fullest extent permitted by law. PEI understands that while bidding out the entire scope for the project plans, if costs exceed the budget limits, a scope reduction may take place so long as the basic elements of the parking lot are constructed and result in compliance with the budget limitation.

**3. Construction Management:**

PEI will manage the construction of the project by the contractor. It is understood that this work will be performed in accordance with a Due Care Plan developed for the project and that PEI will also coordinate with the environmental consultant to ensure that worker health and safety precautions are implemented. PEI will provide the necessary quality control testing and inspection services to document compliance with the project requirements.

**4. Contaminated Soils Disposal:**

PEI will work through the sub-contracted environmental consultant to document proper handling, storage, sampling, manifesting, transport, and disposal of any excavation soils in accordance with the Due Care Plan.

**Cost of Services:**

Performance Engineers, Inc. will provide our services for the scope of work identified above on a time and materials, not-to-exceed basis according to the attached fee schedule. The total cost of our services not-to-exceed 12% of the construction costs, broken down into the following categories:

Item 1. Permitting & Due Care Plan	\$ 1,800
Item 2. Construction Bids	\$ 2,200
Item 3. Construction Management	\$14,500
Item 4. Environmental Documentation	<u>\$ 1,500</u>

**NOT-TO-EXCEED TOTAL = \$20,000**

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Tuscarora Township  
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Via email:

supervisor@tuscaroratwp.com

**From:**

Aaron Nordman  
Performance Engineers  
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**Proposal No.: 2024895A**

Martha St. Parking Lot  
Construction Management

**Proposal Limitations & Exclusions:** The scope of work included in this proposal is intended to manage the construction of the Martha Street Parking lot on behalf of Tuscarora Township. PEI has been made aware of the project budget and the fact that the site contains potentially contaminated soils, per the Due Care Plan provided to us for the DNR trail project. PEI acknowledges and agrees that the total project budget of \$200,000 will not be exceeded between our services and the cost of construction unless approved by the Township.

Please note that the PEI will be acting as the Township's representative during the construction of the project. However, PEI does not accept any liability for the existing contamination at the site, nor any subsequent claims resulting from this contamination. PEI will engage an environmental consultant to develop a Due Care Plan and will adhere to the protections contained in this due care plan. Also note that the schedule to complete this work is very aggressive and PEI will work diligently to achieve the goal of completing the parking lot this fall. However, if circumstances develop that prevent this completion date, PEI will advise the Township right away, but shall not be held responsible for such delays.

**Summary:**

Performance Engineers, Inc. appreciates the opportunity to provide you with a proposal for this project. At this time, the schedule to get the project completed is very tight and there are a few variables which are outside of our control that could impact the ability to complete the project this fall. The most critical variable is obtaining Cheboygan County zoning approval by October 2, 2024.

Should you have any questions or need additional information, please feel free to contact us. We would also invite you reach out to us if you envision a different scope of our services. However, if you would like to proceed based on the proposal presented above, please sign and return a copy to our office.

Sincerely,

**Performance Engineers, Inc.**

*Aaron Nordman*

Aaron Nordman, PE  
Principal

**Notes:**

1. Rate schedule provides standard hourly rates for PEI labor and expense categories. Individual service contracts may have differing rates and/or rates for categories outside of these standard services.

2. Rates are subject to change with written notice to owner, as provided within individual service contracts.
3. Rates will be charged in prorated amounts, not less than 15-minute increments.

**Accepted by:**


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 Jay Reidsma, Clerk, Tuscarora Township

DATE

Reviewed by: Matthew W. Cross, Township Attorney

**Standard Hourly Rates:**Personnel:

Structural Engineer VII (P.E.)	\$160 /hour
Principal Engineer VII (P.E.)	\$155 /hour
Senior Geotechnical Engineer VI (P.E.)	\$149 /hour
Senior Engineer VI (P.E.)	\$140 /hour
Engineer V (P.E.)	\$130 /hour
Engineer IV (P.E.)	\$120 /hour
Engineer III (E.I.T)	\$105 /hour
Engineer I/II (E.I.T)	\$ 95 /hour
Senior Engineering Technician VI	\$115 /hour
Engineering Technician V	\$100 /hour
Engineering Technician IV	\$ 90 /hour
Engineering Technician III	\$ 80 /hour
Engineering Technician II	\$ 65 /hour
Engineering Technician I	\$ 55 /hour
Surveyor	\$115 /hour
Clerical	\$ 60 /hour
Certified Operator II	\$ 85 /hour
Operator I	\$ 65 /hour
Senior Materials Testing Technician	\$115 /hour
Materials Testing Technician II	\$100 /hour
Materials Testing Technician I	\$ 80 /hour

Expenses:

Mileage	\$ 0.67 /mile
Reimbursable Expenses and Subconsultants	cost + 15% markup
GIS Instrument	\$135 /Day
Survey Instrument	\$175 /Day
Nuclear Density Gauge	\$ 85 /Day
DCP Test Equipment	\$ 50 /Day
Concrete Cylinder Compression Test	\$ 35 /ea
Sieve Analysis	\$250 /ea
Proctor Analysis	\$400 /ea

Walk-In Reproduction	
CADD Plotting	\$ 65 /hour
Engineering Copies	\$ 0.75 /sft

## **New Business**



**DATE OF MEETING:** October 8, 2024

**TITLE:** Sewer Change of Use Applications

**SUMMARY:** North Star Leasing and Inn Between Property Group have filed Change of Use Applications.

North Star has 4 REUs on the property from the old motel. North Star will add 12 detached motel rooms. 8344 sq ft of retail, office space, and a club house with no food for the motel. According to the Criteria Sheet, the motel rooms would be assessed 4.8 REUs, retail would be 1.25 REUs, Clubhouse 1.5 REUs and 1 office REU for a total of 8.55 REUs rounded up to 9 REUs. Of the 9 REUs, 4 have already been assessed.

In Between: Has 8 REUs, 7 for the existing restaurant with bar and 1 for the previous empty lot. No change in restaurant space which was previously assessed 7 REUs. Adding 8 condos and a retail area, according to the Criteria Sheet, 9 REUs are needed (8 for condos and 1 for retail space [rounded up to 1]). This would be a total of 16 REUs of which 8 are already assessed (restaurant and previous vacant lot).

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Set new REU rate as follows:

North Star Leasing: Assess 5 additional REUs per Criteria Sheet.

Inn Between: Assess 8 additional REUs per Criteria Sheet.

**PREPARED BY:** Supervisor

**DEPT/BOARD/COMMISSION:** Board of Trustees

**ATTACHMENTS:** Applications and Criteria Sheet



Sewer Criteria Sheet as of August 2, 2023

Reference #	Classification	Formula	Units
2	Apartment	.5/unit	units
3	Auto Dealer	1+.2/1000'	sq. ft.
5	Plumbing	1+.1/1000'	sq. ft.
6	Auto Repair	1+.5/1000'	sq. ft.
7	Bank	.25/teller station	teller stations
8	Beauty Shop	1+.5/booth	booths
9	Barber Shop	1+.1/chair	chairs
10	Tanning	.25/1000'	sq. ft.
11	Car Wash (Self)	1.25/stall	stalls
12	Car Wash (Auto)	1.2/stall	stalls
13	Foster Care	.27/bed	beds
14	Nursing Care	1+.5/bedroom	bedrooms
15	Church	.25/1000'	sq. ft.
16	Dr. Office	1/Dr,PA,NP	Dr.s
17	Dentist	1.4/Dentist	Dentists
18	Drug Store	.4/1000'	sq. ft.
19	Fast Food	8	restaurant
20	Florist	1.1/1000'	sq. ft.
21	Fraternal Org.	1+.25/1000'	sq. ft.
22	Funeral Home	1	each
23	Garden Center	1+.5/employ.	employees
24	Gas Station	.5/hose	hoses
25	Gas w/mart	1+.5/1000'	sq. ft.
26	Gift Shop	.75/1000'	sq. ft.
27	Physical Therapy	.25/1000'	sq. ft.
28	Phys. Ther. w/pool	.25/1000'	sq. ft.
29	Hardware	1+.1/1000'	sq. ft.
30	Laundromat	.38/washer	washers
31	Meat/Fish Mart	2.5/1000'	sq. ft.
32	Motel/Hotel	.4/room	rooms
35	Office Space	1/6 employ	employees
36	Municipal Bldg.	.4/1000'	sq. ft.
37	Newspaper/Printer	.5/1000'	sq. ft.
38	Office Bldg.	.4/1000'	sq. ft.
39	Party Store	.5/1000'	sq. ft.
40	Physical Therapy	.25/1000'	sq. ft.
41	Camp Ground	.25/site	sites
42	Post Office	1/1000'	sq. ft.
43	Real Estate	.5/1000'	sq. ft.
44	Rental Hall	.5/1000'	sq. ft.
45	Residence	1	each
46	Restaurant	2.5/1000'	sq. ft.

47	Restaurant + Bar	3.5/1000'	sq. ft.
48	Restrooms	.27/fixture	fixtures
	School w/ cafeteria, gym.	20 gal/day/student	
	School	15 gal/day/student	
	School w/ cafeteria, gym/locker room	25 gal/day/student	
49	Retail	.3/2000'	sq. ft.
51	Sporting Goods	.5/1000'	sq. ft.
52	Supermarket	.23/1000'	sq. ft.
53	Storage Bldg.	.1/1000'	sq. ft.
54	Swimming Pool	3/1000'	sq. ft.
55	Bar	4/1000'	sq. ft.
56	Vacant	1	1
57	Bakery/Coffee Shop	1 + 1/1000'	Sq. Ft.
58	Bed & Breakfast	.4/rm	# of Rooms
59	Dog Grooming	1/1200'	Sq. Ft.
60	Private Clubhouse (w/food)	1 + .5/1000' ft. ??	
61	Private Clubhouse (facilities only)	1 + .25/ 1000' ??	
62	Duplex	2	each
63	Telehealth room in office or clinic	.4 per room	rooms
64	Condominium	1	each

**TOWNSHIP OF TUSCARORA**  
**CHANGE OF USE APPLICATION**

Applicant's Name: North Star Leasing

Mailing Address: 1177 Fern Ave., Harbor Springs, MI 49740

Phone Number: 231-420-2651 Work No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_

Contact Person: Jeff Jakeway

Property Owner's Name: Jeff Jakeway

Mailing Address: 1177 Fern Ave., Harbor Springs, MI 49740

Phone Number: 231-420-2651 Work No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_

Address of Property: 4148 S. Straits Hwy Parcel I.D. #: 161-025-200-001-00  
Indian River, MI 49749

Current Use: \_\_\_\_\_ Residential – Single family  
\_\_\_\_\_ Residential Multi-family  
X \_\_\_\_\_ Commercial (list type 201)  
\_\_\_\_\_ Other: Description - \_\_\_\_\_

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Proposed Use: \_\_\_\_\_ Residential – Single family  
\_\_\_\_\_ Residential – Multi-family  
\_\_\_\_\_ Commercial (list type \_\_\_\_\_)  
X \_\_\_\_\_ Other: Description - \_\_\_\_\_

Please provide a description of the intended change of use (you may attach a separate paper if there is not enough room): \_\_\_\_\_

Retail / Clubhouse / Detached Motel Rooms / office

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If Multi-family:

Number of housing units: \_\_\_\_\_ Number of bedrooms per unit: \_\_\_\_\_

If Commercial:

Number of employees: 3 Facility size (square feet): 18,456 \*

Property size (acres): 2.79 If restaurant, seating capacity N/A

\*

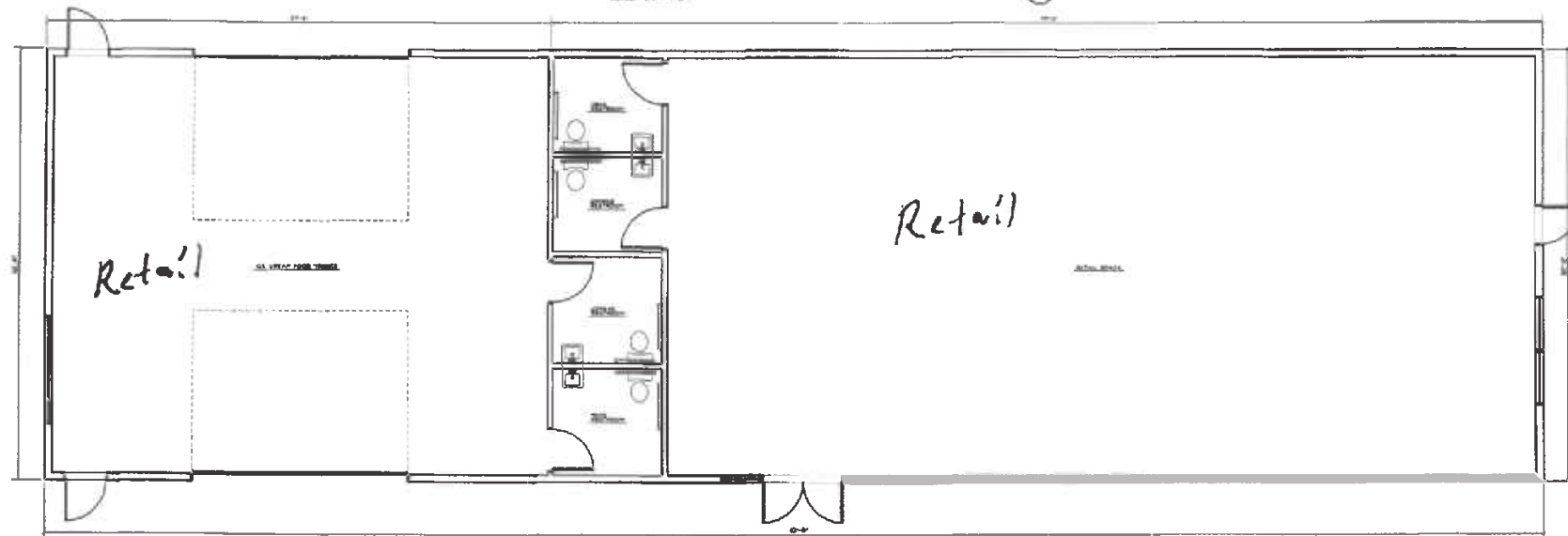
Building A

- Down - retail - 3,584 sq. ft.

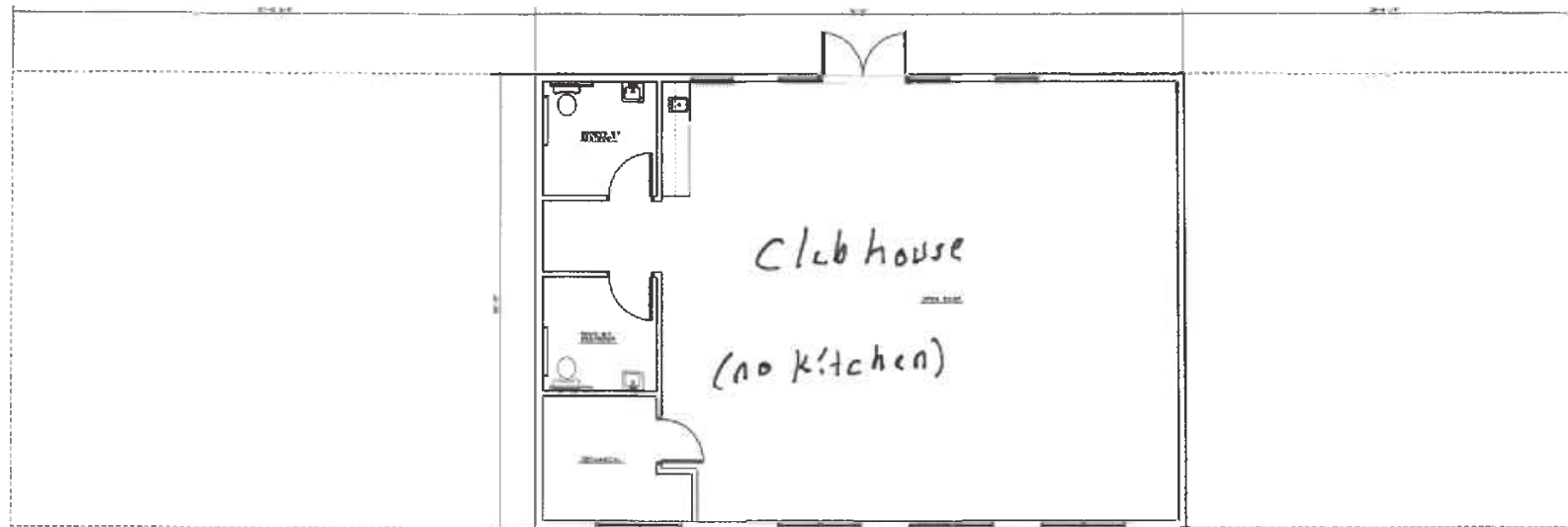
- Up - clubhouse (no kitchen) - 1,480 sq. ft.

Building B - retail, retail offices, retail storage -  
6,840 sq. ft.

Detached Motel Rooms - 6,552 sq. ft.



**MAIN FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

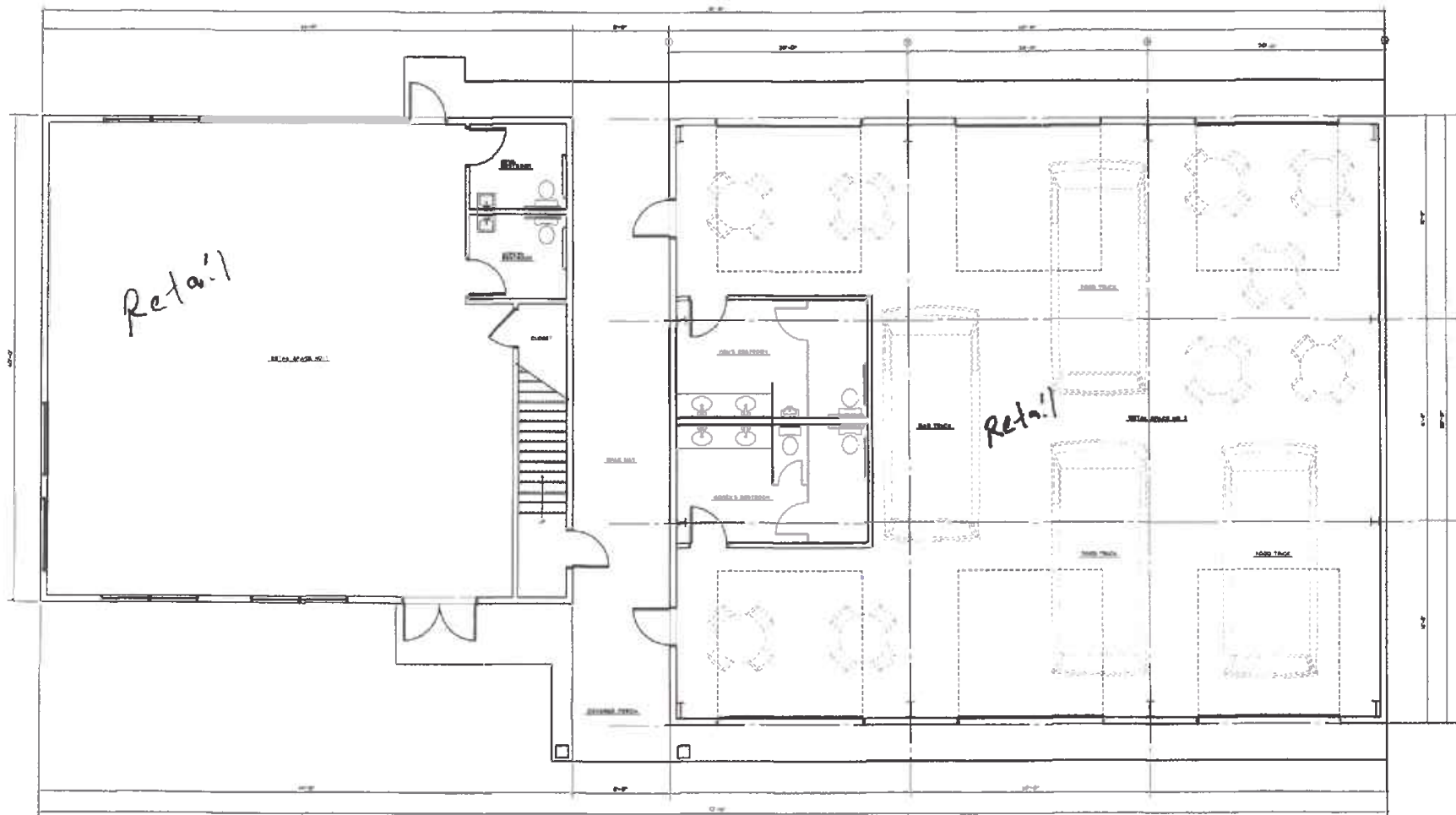


**SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

FIRST FLOOR RETAIL/CLUB HOUSE  
 FIRST FLOOR CLUB HOUSE  
 TOTAL  
 23'-0" x 30'-0"  
 690 SQ. FT.  
 690 SQ. FT.

**BUILDING 'A'**

PROJECT: JAKEWAY RETAIL/OFFICE BLDGS.		DATE: 2/28/24		DRAWN: J. BELL	
BUILDING 'A'		DATE: 2/28/24		CHECKED: J. BELL	
801 NORTH STRAITS AVE. #100		DATE: 2/28/24		APPROVED: J. BELL	
PROJECT NO. 23-264		DATE: 2/28/24		T.A. 1/24/24	
SHEET		DATE: 2/28/24		T.A. 1/24/24	
A1		DATE: 2/28/24		T.A. 1/24/24	



MAIN FLOOR PLAN  
SCALE: 1/4" = 1'-0"

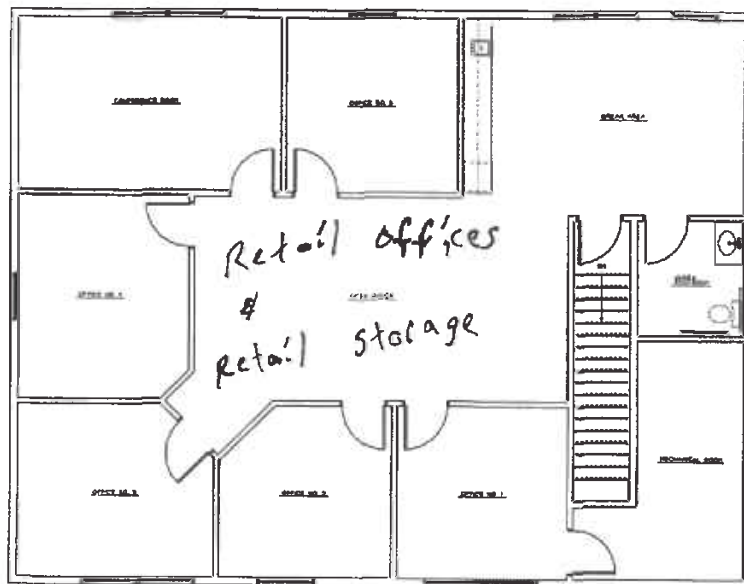


1,000	2,000	3,000	4,000
1,000	2,000	3,000	4,000
1,000	2,000	3,000	4,000
1,000	2,000	3,000	4,000

BUILDING 'B'

<b>SEIDELL ARCHITECTS</b> 100 N. GUYTON ST. SUITE 100 CHICAGO, ILL. 60610 TEL: (312) 329-1234 FAX: (312) 329-1235		DATE: 1/20/24 DRAWN BY: J.S. CHECKED BY: M.K. SCALE: AS SHOWN
PROJECT: JAKEWAY RETAIL/OFFICE BLDGS. BUILDING 'B' 404 NORTH STATE STREET, CHICAGO, ILL.		SHEET: 23-254 TOTAL: 23-254

A2



SECOND FLOOR PLAN  
SCALE: 1/4" = 1'-0"

BUILDING 'B'

PROJECT JAKEWAY RETAIL/OFFICE BLDGS. BUILDING 'B'		SEIDELL ARCHITECTS 100 N. COURT AVE., 2ND FL. CHICAGO, ILL. 60610 TEL. 312/334-1100		DATE 3/28/74	
DESIGNED BY T.A.B.	CHECKED BY T.A.B.	DATE 3/28/74	DRAWN BY T.A.B.		
PROJECT NO. 28-284		SHEET NO. A3			



DATE



**TOWNSHIP OF TUSCARORA**  
**CHANGE OF USE APPLICATION**

Applicant's Name: Inn Between Waterfront Property Group

Mailing Address: 7263 GOLDEN CT. BRIGHTON MI 48116

Phone Number: \_\_\_\_\_ Work No.: \_\_\_\_\_ Cell No.: 248-255-3201

Contact Person: Jason Klawowski

Property Owner's Name: Same as Above

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Work No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_

Address of Property: 6060/6064 RIVER ST Parcel I.D. #: 161-I31-010-002-00 +  
161-I31-010-003-00

Current Use: \_\_\_\_\_ Residential – Single family  
\_\_\_\_\_ Residential Multi-family  
X Commercial (list type Bar/RESTAURANT)  
X Other: Description - Vacant Land

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Proposed Use: \_\_\_\_\_ Residential – Single family  
X \_\_\_\_\_ Residential – Multi-family  
X \_\_\_\_\_ Commercial (list type Bar/Restaurant/Retail)  
\_\_\_\_\_ Other: Description - \_\_\_\_\_

Please provide a description of the intended change of use (you may attach a separate paper if there is not enough room): See attached Letter

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If Multi-family:

Number of housing units: 8 Number of bedrooms per unit: 2 in 7 units  
4 in 1 unit

If Commercial:

Number of employees: 25 Facility size (square feet): 5,000

Property size (acres): .241 If restaurant, seating capacity 120

For Parcel 161-131-010-003-00 It is proposed to remodel/renovate the existing bar/restaurant. This renovation of the basement level (kitchen) and main floor level (restaurant/bar) does not expand the footprint of the building, it is simply a remodel. Additionally, the existing 2<sup>nd</sup> floor will be remodeled/renovated to provide two residential condominium units. One of these condos will have two bedrooms and one bathroom. The other condo will have four bedrooms and two bathrooms.

For Parcel 161-131-010-002-00 it is proposed to construct a mixed-use building. The building will have a retail space on the main floor, street side. The square footage of this unit is 706 square feet. Additionally, there will be six residential condos. (All of these condos have two bedrooms and one bathroom). A

Upon completion of the project the two parcels will become one parcel (per Cheboygan County Planning & Zoning Department Site Plan Approval Order). The new parcel will contain the remodeled bar/restaurant, eight residential condo units and one retail unit.