



DATE OF MEETING: December 10, 2024

TITLE: Assignment of Kindsvatter Hangar Lease

SUMMARY: Assignment of Hangar Lease, Lot H, Lori Kindsvatter, Trustee of Christian H. Kindsvatter Trust No. 1, to Howard William Manson. Howard William Manson will assume the lease, all terms, conditions of the lease, and the expiration date are to remain unchanged.

FINANCIAL IMPACT: TBD

RECOMMENDATION: Review lease and lease termination, approve.

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS: None

CALVIN CAMPBELL AIRPORT
TUSCARORA TOWNSHIP
CHEBOYGAN COUNTY, MICHIGAN

PRIVATE HANGAR LEASE

THIS LEASE, dated November 1, 2014, between the TOWNSHIP of TUSCARORA, Cheboygan County, Michigan, hereinafter called the Lessor, and Christian Kindsvatter residing at 460 Deerfield Lane, Indian River, 49749, 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: 40 x 42 feet, located in PLOT H 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 November, 2014, and expiring on the 31st day of October, 2039, at the yearly rent of Two Hundred Fifty Two Dollars (\$252.00), payable in advance on the first business day of each year during the term of this lease. The total rent fee shall be increased by no more FIVE DOLLARS (\$5.00) upon each five (5) year anniversary of the execution of this lease, or any renewal hereof.

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

1. **Payment Date:** That the Lessee shall pay the rent for said premises at the times and in the manner aforesaid.
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.
3. **Renewal and Extension:** 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 Lessor shall give the Lessee notice in writing to extend the lease and the new rate, 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. Rent amount shall be set by the Tuscarora Township Board, but not to exceed fifty (50) percent increase at the lease 25 year renewal date.
4. **Term:** That notwithstanding any provision of law or any judicial decision to the contrary:
 - a. Sixty day (60) 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.

5. **Business and Repair:** That the Lessee may do aircraft repair and maintenance work on their own plane and others in the lessee hanger. All maintenance and repair to be done 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.

6. **Removal of Hangar.** Not later than the expiration of the initial term, or any renewal term, of this lease, Lessee shall, if requested by Lessor to do so, remove the hangar and any other ancillary improvements made by Lessee from Lessor's premises. In such event, Lessee shall restore the surface to grade level, suitable for mowing and shall plant grass seed. Lessee shall remove all building materials, debris, rubble, and other by products of demolition and dispose of the same in accordance with all applicable, local, state and federal rules, regulations or ordinances and statutes. All of the foregoing shall be at the Lessee's sole expense."

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.

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.

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 transits planes using the airport. There will not be a landing fee charge to lessee.

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.
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.
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.
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.
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.
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.
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.

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.
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 foresaid, 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.
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.
20. **Building Requirements:** All hanger construction plans, location on leased property and hanger dimensions must conform to the Airport Master Plan and be approved by the Airport Manager prior to construction. 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 final approval.
21. **Signs:** That posters or signs shall be permitted upon the premises or buildings located thereon and shall conform to local or county ordinances and be approved in writing, in advance of construction by the Tuscarora Township Board.
22. **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. Lessee may store fuel to facilitate fueling of the lessee planes.
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 expedition of Federal or State funds for the development of the Airport.
24. **Maintenance of Public Utilities:** 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.
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.
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.

27. Non-Discrimination: The Lessor 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.

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.

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.

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.

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.
32. **Modification:** That the terms of this Lease may be changed only by written consent of the parties hereto.
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 Christian Kinsella

STATE OF MICHIGAN
STATE OF CHEBOYGAN)
COUNTY OF CHEBOYGAN)

Before me, a Notary Public in and for
The State of MICHIGAN

and County of CHEBOYGAN
personally appeared CHRISTIAN

KINSMAN
who acknowledged that he did sign the
capacity as Lessee.

Sworn to before me and subscribed in
my presence this 20th day of

April, 2015

Shawn D. Riley
Notary Public

My commission expires on the 28
day of February, 2016

LESSOR: TUSCARORA TOWNSHIP

By: Michael Riley
Supervisor, Township of Tuscarora

State of Michigan)
) ss
County of Cheboygan)

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

MICHAEL RILEY

foregoing Private Hangar Lease in the
Who acknowledged that they are the
Supervisor or the Township of,
Tuscarora, and that they executed the
foregoing Private Hangar Lease
pursuant to the resolution of the
Tuscarora Township Board.

Sworn to before me and subscribed in
my presence this 20th day of

April, 2015

Shawn D. Riley
Notary Public
My commission expires the 28th
of February, 2016



AGENDA ITEM

DATE OF MEETING: December 10, 2024

TITLE: Lot Line Adjustment

SUMMARY:

Property owners request lot line adjustment, moving the lot line 8 feet from the edge of the existing home. Site plan appears to meet conditions for a split, per Cheboygan County Planning.

FINANCIAL IMPACT: None

RECOMMENDATION: Approve.

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS: Attached

CERTIFICATE OF SURVEY

LOTS 8 & 9, INDIAN RIVER ESTATES SUBDIVISION,
TUSCARORA TOWNSHIP, CHEBOYGAN COUNTY, MICHIGAN

146

N88°10'W 332°99'(R)
N88°09'29"W 333°15'(M)

A 100

SET 1/2" REBAR W/CAP #52460
ED CONCRETE MONUMENT

Schist-conform

88

LEGAL DESCRIPTION AS
SURVEYED PER DEED RECORDED
IN LIBER 1460, PAGE 212,
CHEBOYGAN COUNTY RECORDS.

A circular seal for a Michigan surveyor license. The outer ring contains the text "STATE OF MICHIGAN" at the top and "PROFESSIONAL SURVEYOR" at the bottom. The inner circle contains "LICENSING BOARD" at the top and "4001052460" at the bottom. The center of the seal contains the name "ALAN JAMES GRANGER".

©COPYRIGHTED GRANGER & ASSOCIATES INC. 2024

CLIENT: BETHANY POUSHO		GRANGER SURVEYING	SEC. 24, T35N, R3W
221 S. Main St., Chillicothe, IL 61821 716-677-2623 - 800-223-0013	DRAWN	ZJS	PAGE 1 OF 2
	JOB NO.	C9136-00	

Alon J. Granger, being a Professional Surveyor, hereby certify that I have surveyed and mapped the parcel(s) hereon described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that I have fully complied with the regulations of P.A. 132 of 1970 as amended.

TUSCARORA TOWNSHIP PARCEL DIVISION APPLICATION

You **MUST** answer all questions and include all attachments, or this will be returned to you.
Bring or mail to:

Doug Keipert, Assessor
3546 S. Straits Highway
P.O. Box 220
Indian River, MI 49749

Approval of a proposed division of land is required when the new parcel is less than 40 acres and not just a property line adjustment (Sec. 102(e&f)).

Fill in below where you want this form sent when the review is completed.

Name Bethany Pousho
Address 2151 W. Trumbull Road
City, State Zip Maple City, MI 49664

This form is designed to comply with applicable local zoning, land division ordinances and Sec. 109 of the Michigan Land Division (formerly the subdivision control act, P.A. 288 of 1967, as amended particularly by P.A. 591 of 1996, MCL 560.101 *et seq.* and any subsequent amendments.)

1. LOCATION of parcel to be split:

Parent parcel/tract: 161-I33-000-009-00 Redivision:

Address: 3633 Club Road, Indian River, Michigan 49749

Parcel Number: 161-I33-000-009-00 Sec. 24 T35N R3W

Name Bethany and Jason Pousho

Attach copy of deed as recorded at Register of Deeds Office

2. PROPERTY OWNER Information:

Name: Bethany and Jason Pousho Phone: (231) 632-5051

Address: 2151 W. Trumbull Road

City: Maple City State: Michigan Zip Code: 49664

3. APPLICANT Information (if different than property owner):

Contact Person's Name: _____

Business Name: _____ Phone: (____) _____

Address: _____

City: _____ State: _____ Zip Code: _____

4. PROPOSAL: Describe the division(s) being proposed:

A. Number of new Parcels 1 AND REMAINDER

B. Intended use (residential, commercial, etc) RESIDENTIAL

C. The division(s) of the parcel has/have access by (check one):

Each new division has frontage on an existing public road

A new public road, proposed road name*: _____

A new private road, proposed road name*: _____

A recorded easement

*Road name cannot duplicate an existing road name

4A. Attach a legal description of the proposed new road or easement.

5. FUTURE DIVISIONS being reserved? ALL For whom? Remainder

See Section 109(2) of the Statute. Make sure your deed includes both statements as required in section 109(3) and 109(4) of the Statute.

6. DEVELOPMENT SITE LIMITS:

Check each which represents a condition which exists on the parcel/tract.

Any part of the parcel is in a DNR-designated critical sand dune area

The parcel is riparian or littoral (it is a river or lake front parcel)

Any part of the parcel is affected by a Lake Michigan High Risk Erosion setback

Any part of the parcel includes a wetland; Any part of the parcel includes a beach

Any part of the parcel is within a flood plain.

Any part of the parcel includes slopes more than twenty-five percent (a 1:4 pitch or 14 deg. angle) or steeper.

7. ATTACHMENTS: (all attachments must be included). Letter each attachment as shown here:

A. Map, drawn to scale, of the proposed division(s) of the parent parcel/tract or if re-division per Sec 108(5) showing:

(1) Current boundaries as of March 31, 1997

(2) All previous divisions made after March 31, 1997 (indicate when made or none)

(3) Items from Ordinance Sec. V, D

(4) Any of the features checked in question number 6 above

B. A soil evaluation or septic system permit for each proposed parcel prepared by the local District Health Department, or each proposed parcel is serviced by a public sewer system.

C. An evaluation/indication of approval for a well permit for potable water for each proposed parcel prepared by the local District Health Department, or each proposed parcel is serviced by a public water system.

D. Indication of approval, or permit from County Road Commission, MDOT, or respective city/village street administrator, for each proposed new public road and/or easement.

E. A copy of any reserved division rights (Sec. 109(4) of the Act) in the parent parcel).

F. A fee of \$25.00 (check made payable to Tuscarora Township)

G. Other (please list) Proof of Paid Taxes and Deed

8. IMPROVEMENTS:

Describe any existing improvements (buildings, well, septic, etc.) which are on the parcel, or indicate none: Parcel A: Vacant

Parcel B: House, Garage, Well and Septic

9. AFFIDAVIT and permission for municipal, county and state officials to enter the property for inspections:

I agree the statements made above are true, and if found not to be true this application and any approval will be void. Further, I agree to comply with the conditions and regulations provided with this parcel division. Further, I agree to give permission for officials of the municipality, county and the State of Michigan to enter the property where this parcel division is proposed for purpose of inspection. Finally, I understand this is only a parcel division which conveys only certain rights under the applicable local land division ordinance and the State Land Division Act (formerly the subdivision control act, P.A. 288 of 1967, as amended particularly by P.A. 591 of 1996), MCL 560.101 et. seq.) and does not include any representation or conveyance of rights in any other statute, building code, zoning ordinance, deed restriction or other property rights.

Finally, even if this division is approved, I understand zoning, local ordinances and state Act change from time to time, and if changed, the divisions made here must comply with the new requirements (apply for division approval again) unless deeds representing the approved division are recorded with the Register of Deeds or the division is built upon before the changes to laws are made.

Applicant's Signature: _____ Date: _____

Property Owner's Signature: Barbany Pasek Date: 12-2-24

DO NOT WRITE BELOW THIS LINE:

Total \$ _____ Receipt # _____

Reviewer's Action:

Approved: Conditions, if any:

Denied: Reasons (cite Sec.):

Signature and date: _____

Land Division Tax Payment Certification Form

CHEBOYGAN COUNTY TREASURER
 BUFFY JO WELDON
 PO BOX 70, 870 S MAIN ST
 CHEBOYGAN MI 49721
 Monday-Friday 7:30AM - 4:00PM
 231-627-8821

Property Number: 161-133-000-009-00
 TUSCARORA TOWNSHIP

Property Address: 3633 CLUB RD
 INDIAN RIVER MI 49749

TAX HISTORY

Current year taxes are not turned over to the county until March 1 of the following year. You may need to contact the local unit treasurer for current year tax payment information.

TAX YEAR	TAX VALUE	BASE TAX	BASE TAX DUE	INTEREST/FEES DUE	TOTAL DUE	LAST PMT
2024	147,973	1,722.77	1,722.77	Paid - Township		09/01/24
2023	140,070	6,063.64	0.00	0.00	0.00	01/13/24
2022	133,400	5,819.03	0.00	0.00	0.00	01/11/23
2021	74,721	3,318.48	0.00	0.00	0.00	12/27/21
2020	73,690	3,195.23	0.00	0.00	0.00	12/10/20

DESCRIPTION OF PROPERTY:

INDIAN RIVER ESTATES, LOTS 8 & 9. (SEC 24, T35N, R3W)
 ASSESSMENT SUBJ TO SOLAR, WIND, OR WATER ENERGY
 TAX EXEMPTION CERTIFICATE NO 84-1873 PURSUANT TO PA 135, 1976 AS AMENDED IN THE AMOUNT OF \$3700.00 TCV.
 323/579/440/907708/905/1253/61/1460/212

CERTIFICATION DENIED

The CHEBOYGAN County Treasurer's Office has found taxes on the parcel listed above and cannot issue a certification of tax payment.

TOTAL DUE AS OF: 10/28/2024 0.00

PRE Denial Amt: 0.00

TOTAL DUE AS OF: 10/28/2024

CERTIFICATION APPROVED

Pursuant to House Bill 4055, the CHEBOYGAN County Treasurer's Office certifies that all property taxes and special assessments due on the above parcel subject to the proposed division for the five years preceding the date of the application have been paid. This certification does include taxes, if any, now in the process of collection by the City or Township Treasurer.

Certified by:

Date Certified:

10/28/2024

PROPERTY OWNER: POUSHO, BETHANY & JASON
 2151 W TRUMBULL RD
 MAPLE CITY MI 49664

Certification Fee of \$5 collected: Check _____ Cash _____ Other CC



RECEIVED FOR RECORD
KAREN L'BREWSTER, CLERK/REGISTER
CHEBOYGAN COUNTY, MICHIGAN
08/25/2021 10:18:23 AM

\$30.00 RECEIPT #9702-STATION 1
\$5.00 WARRANTY DEED
TAX CERTIFICATION



CHEBOYGAN COUNTY
AUGUST 25, 2021
RECEIPT #9702

MICHIGAN 209.00-CO
REAL ESTATE 1425.00-ST
TRANSFER TAX STAMP 17738



Liber 1460

PAGE 212

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That Robert M. Pousho a single man, whose address is 10814 Big Lake Rd Davisburg, MI 48350, Convey(s) and Warrant(s) to Bethany Pousho and Jason Pousho, wife and husband whose address is 2151 W. Trumbull Rd., Maple City, MI 49664, the following described premises situated in the Township of Tuscarora, County of Cheboygan, and State of Michigan to-wit:

Lot 8 and 9, Indian River Estates, according to the Plat thereof as recorded in Liber 3A of Plats, Page 116, Cheboygan County Records.

Commonly known as: 3633 Club Rd., Indian River, MI 49749
Tax Parcel: #16-161-133-000-009-00

for the consideration of: One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00)
subject to easement, use, building, and other restrictions of record, if any.

Grantor executes and gives this deed in exercise of and pursuant to the powers reserved in the Warranty Deed, recorded in Liber 1253, Page 61, Cheboygan County Records.

Dated: August 13, 2021

Signed and Sealed:

Robert M. Pousho

I hereby certify that for the five years preceding
the date of said instrument there are no tax liens or titles
held by the State for any unpaid taxes, except such
as may be in the process of collecting.

August 25, 2021 Karen L'Brewster
Cheboygan County, Michigan
Clerk II



Liber 1460

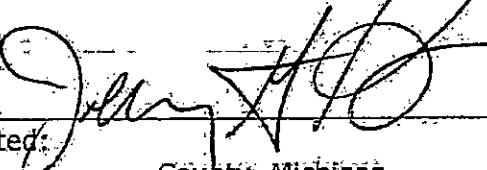
Page 213

(Warranty Deed (page 2) dated: August 13, 2021
between Robert M. Pousho a single man, Seller(s) and Bethany Pousho and Jason Pousho, wife and
husband, Purchaser(s).)

STATE OF MICHIGAN

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me on August 13, 2021, by Robert
M. Pousho a single man.

Notary Signature: 

Notary Name Printed:

Notary County, Michigan
Acting in County

My commission expires:

JEFFREY G. POESZAT NOTARY PUBLIC - MICHIGAN OAKLAND COUNTY ACTING IN THE COUNTY OF <u>OAKLAND</u> MY COMMISSION EXPIRES JUNE 1, 2026
--

File No. 43965TRV

Drafted by:	Return to:
Robert M. Pousho 10814 Big Lake Rd. Davisburg, MI 48350	Bethany Pousho 3633 Club Rd. Indian River, MI 49749
County Treasurer's Certificate	City Treasurer's Certificate



LIBER 1460

PAGE 214

R1460 214 3

File No: #3965TRV

EXHIBIT "A"

Property situated in the Township of Tuscarora, County of Cheboygan, and State of Michigan,
described as:

Lot 8 and 9, Indian River Estates, according to the Plat thereof as recorded in Liber 3A of Plats,
Page 116, Cheboygan County Records.

Tax ID: 16-161-133-000-009-00

DRAFT



DATE OF MEETING: December 10, 2024

TITLE: Bank changes

SUMMARY:

Need approval to change from using Magic Writer for payroll, to streamline with CNB.

DRAFT

FINANCIAL IMPACT:

RECOMMENDATION: Approve

PREPARED BY: Clerk

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS:



DATE OF MEETING: December 10, 2024

TITLE: Waiver of Tikki Shop late fees due to sale of property

SUMMARY: Waive the late fees assigned to the Tikki Shop, due to the sale of the property.

FINANCIAL IMPACT: TBD

RECOMMENDATION: Approve

PREPARED BY: Sue Fisher, Trustee

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS: None



DATE OF MEETING: December 10, 2024

TITLE: Cancel General Representation Agreement with CMDA/Matthew Cross

SUMMARY: Cancel the agreement with CMDA/Matthew Cross for Township legal representation.

FINANCIAL IMPACT: TBD

RECOMMENDATION: Approve

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS: None

New Client	X
Existing Client	



Date:	9/5/23
Matter #	
Client #	

ATTORNEYS AND COUNSELORS AT LAW

310 W. FRONT STREET, SUITE 221 - TRAVERSE CITY, MICHIGAN 49684 - PHONE: (231) 922-1888 FAX: (231) 922-9888

GENERAL REPRESENTATION AGREEMENT

CLIENT NAME:		Tuscarora Township		
ENTITY/MATTER NAME:		Tuscarora Township/ General Legal		
CLIENT ADDRESS:		3546 S. Straits Highway, P.O. Box 220	CLIENT PHONE:	(231) 238-0970
		Indian River, MI 49749	CELLULAR:	
			ALT. PHONE:	
CLIENT SSN:			FAX:	
BILLING CONTACT:		Robert Kramer	EMAIL:	supervisor@tuscaroratwp.com
	FIXED FEE BILLING	\$		
X	STANDARD HOURLY BILLING		X	MONTHLY
-	QUARTERLY			UPON CONCLUSION
ATTORNEY RATE:		\$ 200.00	/HOUR	
PARALEGAL RATE:		\$110.00	/HOUR	

{01781410-1}

CLIENT INITIALS:		DATE:	
------------------	--	-------	--

OTHER:			
STANDARD COPY RATE:	\$0.10 per page for black and white \$0.25 per page for color	STANDARD FAX RATE:	\$0.00
OTHER:			
GENERAL RETAINER:	\$0.00		
PERPETUAL RETAINER:	\$0.00		
SPECIAL BILLING INSTRUCTIONS:			
CLAIM #:		POLICY #:	
INSURED NAME:		DATE OF LOSS:	

IT IS HEREBY AGREED that the undersigned client(s) retains the law firm of CUMMINGS, MCCLOREY, DAVIS & ACHO, P.L.C. to represent and counsel said client(s) in all legal matters relating to or arising out of the matter specified in this contract. It is also agreed this contract will be binding on all future work assigned to the law firm by the undersigned client(s) unless changes are acknowledged and approved in writing.

Nothing in this Agreement and nothing in attorney's statements to the client will be construed as a promise or guarantee about the successful outcome of these matters, and are only expressions of opinion.

The specified attorney fee applies to all services of an attorney, including, but not limited to, preparation, investigation, drafting of documents, legal research, correspondence, emails, telephone and/or office consultations and conferences with client(s) or other persons, matters which require

{01781410-1}

CLIENT INITIALS:		DATE:	
------------------	--	-------	--

court appearances, including, but not limited to, such services as attendance at depositions, motions, pretrial conferences, hearings, and trial.

The fees for the type of work envisioned are significantly influenced by the criteria for reasonableness specified by the applicable Rules of Professional Conduct and the American Bar Association Code of Professional Responsibility which include the time and labor required for the tasks performed; the difficulty, novelty, or complexity of the program presented; the skill required to perform the tasks in a professional manner; the nature of the matter; the fees customarily charged for similar services; and the nature of the results obtained for the client.

In addition to the above attorney fee, the undersigned client agrees to advance all costs incidental to the employment of CMDA, including, but not limited to filing fees, service of process fees, discovery, and investigations. CMDA also charges for computerized legal research, and out-of-pocket expenses incurred on behalf of the client. Some costs and fees may be forwarded directly to the client for payment by the client.

The ultimate amount of fees and costs will depend on the nature and complexity of the case. It cannot be precisely estimated or determined in advance what amount of attorneys' time will be expended or what amount of costs will be incurred in completing this matter.

The client acknowledges that CMDA has explained the impact of the Discovery Rules on its obligations to the litigation process. The client recognizes that the Rules require a great deal of discovery be conducted in the first few months of a litigated matter. The client is further advised that these Rules demand complete client cooperation with the discovery process. The client and CMDA are subject to severe monetary sanctions by the court in the event that the court deems that the client and/or the attorney are not cooperating in the discovery process, and other procedural matters, and the client expressly agrees to do whatever CMDA deems necessary and required in order to avoid these sanctions.

{01781410-1 }

CLIENT INITIALS:		DATE:	
------------------	--	-------	--

The client further acknowledges that alternative dispute resolution methods may be ordered by a court under appropriate circumstances, or the attorney may recommend such as an option to litigation, where mediation, facilitation or arbitration may be advisable.

Attorney fees and costs will be billed to the client in accordance with the billing frequency noted on page 1 of this agreement. Payment is accepted in the form of cash, check, money order, and Visa and Mastercard. The client will be charged a \$35.00 (thirty five) dollar fee for each returned check.

The client is responsible for contacting CMDA's Billing Department immediately with any questions or concerns regarding an invoice. Any claims of errors or discrepancies in the billings must be submitted to CMDA within fourteen (14) days of receiving a bill. Otherwise, all such objections are deemed waived and the account will become stated.

All unpaid accounts shall bear simple interest at a rate of 0.5833% per month (7% per year) on any unpaid balance after thirty (30) days.

The undersigned client(s) specifically authorizes the law firm of CMDA to withdraw as counsel for the undersigned client in the event that the client does not satisfy all obligations to CMDA, including the prompt payment of attorney fees and related costs. In the event CMDA is substituted or discharged, the undersigned client shall pay all attorney fees, plus all costs incurred prior to substitution or discharge.

Despite the client's instruction to terminate further legal services, dismissal or withdrawal by Counsel on a pending case is in the discretion of the Court, and may require further legal services by the attorney for which the client shall remain liable.

This Agreement shall be governed in all respects by the laws of the State of Michigan. In the event CMDA brings a lawsuit for collection of unpaid fees and/or costs, the client will pay for all costs of collection, including, but not limited to, reasonable attorney fees, along with filing fees and other taxable costs as may be allowed by the courts.

101781410-1			
CLIENT INITIALS:		DATE:	Page 4 of 7

Client consents to personal jurisdiction in the Cheboygan County Circuit Court and/or the 89th District Court in the State of Michigan with respect to any claims filed by CMDA that relate to or arise out of this Agreement. Client agrees that it waives any defense of lack of personal jurisdiction in the above-listed jurisdictions.

This Agreement represents the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement. If any provision of this Agreement is held, in whole or in part to be unenforceable for any reason the remainder of that provision and of the entire Agreement will be severable and shall remain in effect.

Arbitration or Mediation of Disputes. If a dispute arises between an attorney and client regarding a claim of attorney malpractice under this Agreement, or regarding attorney fees, or regarding any other disagreement of any nature, such dispute must first be submitted to non-binding arbitration or mediation with a mutually agreeable arbitrator or mediator. Attorney and client shall each have a right of discovery in connection with any arbitration procedure in accordance with Michigan Rules of Court.

Before signing this Agreement, this section should be reviewed by the client with independent counsel or with the attorney signing this Agreement, and the client is fully informed in writing regarding the scope and practical consequences of this arbitration provision.

The client(s) signature below indicates full understanding of the terms and conditions of this fee agreement.

TUSCARORA TOWNSHIP

By: Robert A. Kramer

Client Signature

Date: Sept 5, 2023

Robert A. Kramer, Supervisor
Print Client Name for Tuscarora Township

001781410-1

ACCEPTED:

CUMMINGS, MCLOREY, DAVIS & ACHO, P.L.C.

By: 

Attorney Signature

Date: 9/5/23

FOR OFFICE USE ONLY

New Client	<input checked="" type="checkbox"/>
Existing Client	<input type="checkbox"/>

Matter #	
Client #	

Originating Attorney:	MWC	Responsible Attorney:	MWC
Billing Attorney: (Prebills & AR Review)	MWC	Developmental Attorney: <i>Information no longer obtained from this form.</i>	<i>Use New Client Dev Form for all new clients.</i>
TYPE OF LAW CODE:	801		

CONFLICT DATABASE INFORMATION

Legal names of all **CLIENTS** (include those we represent if this is a litigation matter). Include middle initials, if possible. You can highlight clients on an attached caption, but please indicate you have done so.

Tuscarora Township	

Legal names all **ADVERSE PARTIES**. Include middle initials, if possible. **If NOT APPLICABLE, write NOT APPLICABLE in first space or a matter number will not be issued.** You can highlight adverse parties on an attached caption, but indicate you have done so.

NOT APPLICABLE	

Conflict Analyzed By:		Conflict Waived By:			
Existing Client A/R Checked By:		Entered into Time & Billing By:			
The following are required to be attached to the New Matter Report before a number will be assigned:					
Retainer Agreement:	<input checked="" type="checkbox"/>	Conflict checks for all clients and adverse parties:		Caption:	N.A.



DATE OF MEETING: December 10, 2024

TITLE: Engage Temporary Legal Counsel for Tuscarora Township

SUMMARY: Engage Robert S. Huth, Jr., Kirk, Huth, Lange & Badalamenti, PLC

FINANCIAL IMPACT: TBD

RECOMMENDATION: Review and approve the proposed retainer agreement.

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS: None

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT made and entered into this ____ day of December, 2024, by _____ and between the Township of Tuscarora, a Municipal Corporation, hereinafter referred to as the "Township", whose principal officers are located at 3546 S. Straits Highway, P.O. Box 220, Indian River, MI 49749, and Kirk, Huth, Lange & Badalamenti, PLC, whose address is 19500 Hall Road, Suite 100, Clinton Township, MI 48038 (sometimes referred as "Kirk, Huth, Lange & Badalamenti" or the "Firm").

WHEREAS, the Township Board is authorized to hire attorneys to represent it in civil matters and in the prosecution of violations of Township Ordinances and to pay such compensation to said attorneys as determined by the Township Board; and,

WHEREAS, the Township is desirous of entering into an agreement for legal services for the provision of general legal representation for the Township; and,

WHEREAS, the Firm is desirous of representing the Township with regard to such matters and is willing to enter into this Agreement upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual promises, agreements and undertakings set forth herein, it is agreed by and between the parties hereto as follows:

A. Township Board hereby appoints Robert Huth as the Township Attorney, and retains Kirk, Huth, Lange & Badalamenti ("Kirk Huth") as its law firm, to continue to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the Township Board, and other boards and bodies of Township, and its affiliated agencies, as directed by the Township.

Notwithstanding the foregoing appointment, the designated Township Attorney may be established from time to time or modified by resolution of the Township Board. Kirk Huth represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Kirk Huth shall not replace the designated Township Attorney (or any successor to such person) without the Township Board's prior approval, except from time to time necessary due to illness or vacation scheduling. Township Attorney may appoint various assistants and deputies as Township Attorney deems appropriate, without the need for amendment hereof.

1. **BASIC LEGAL SERVICES.** The Firm shall render general legal representation for the Township to include the following:

- (a) The drafting of proposed resolutions, ordinances, and publication notices or the drafting of revisions or modifications to current or proposed resolutions or ordinances;
- (b) Review and issuance of Complaints, issuance of Complaint letters, authorizations for warrants, obtaining and furnishing to defense counsel upon proper and lawful demand, copies of police reports, incident reports, breathalyzer and toxicology results and other discoverable pretrial information, drafting replies to and appearances upon motions in the Municipal Court and jury trials;
- (c) The rendering of oral legal opinions consistent with the basic legal services to be provided by the Firm as set forth above upon the request of the Supervisor, Clerk or Treasurer, the Township Board, or the Township's Department Heads;
- (d) Prepare or review necessary legal documents such as: ordinances and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandums of understanding; franchise agreements; and all similar documents, all as requested by Township; and
- (e) Informing the Township Board and affected department heads of changes, revisions and modifications of existing statutory or common law that affect the operation, organization and structure of the Township government;
- (f) Telephone conferences with Township Board members and Township department heads;
- (g) The rendering of oral legal opinions consistent with the basic legal services to be provided by the Firm as set forth above upon the request of the Township Supervisor, Clerk or Treasurer, the Township Board, or the Township's Department Heads; and

(h) Contract administration, including advising the Township in the following areas: discipline and discharge, management rights, subcontracting, and past practices; and

(i) Preventive counseling, including harassment in the workplace, wage and hour compliance, disability and family leave issues, drug and alcohol issues, employment laws, and civil rights laws.

2. **CONFLICTS OF INTEREST.** Whenever, in the course of performing services for the Township, the Firm:

(a) Shall be of the opinion that a potential conflict of interest has arisen which requires disclosure to the Township pursuant to the Rules of Professional Conduct governing the practice of law, the Firm shall so notify the Township of the potential conflict and the Township's options for resolving said conflict;

(b) The Firm shall promptly follow the Township's request to resolve the potential conflicts.

3. **ADDITIONAL LEGAL SERVICES.** Whenever, in the course of providing legal services, the Firm shall be of the opinion that the legal services requested from it by the Township or its officers or employees do not fall with the "Basic Legal Services" set forth in Paragraph 1 above and are not contemplated to be within the total annual fees for services rendered as limited by the provisions of Paragraph 6, the Firm shall immediately notify the Township Board of its opinion and request specific authorization from them prior to performing legal services, unless services required are of an emergency nature, at which time the Township Board shall authorize emergency legal work. Emergency legal work and work of an emergency nature shall refer only to work necessary to avoid immediate, detrimental financial consequences or other immediate detrimental consequences within what otherwise is the time frame necessary to secure Township Board approval. Examples would be responding to temporary restraining orders and other court appearances which require response prior to which Township Board approval can be obtained. When requested by the Township Board, the Firm shall provide the Township with a cost estimate for the providing of such additional legal services. The performance of additional legal services pursuant to this provision shall not be considered within the limitation of fees as set forth in Paragraph 6 below. The parties acknowledge that the representation and defense of general civil matters in the various administrative and regulatory agencies, the district courts, the circuit courts, the Michigan Court of Appeals, and the Michigan Supreme Court, the Federal District Courts, the Federal Court of Appeals and the United States Supreme Court, or such other appearances, prosecutions, or defenses as may be requested and approved by the Township Board shall be the basic responsibility

of the Firm, but shall be deemed "additional legal services" for purposes of compensation under Paragraph 6 of this Agreement.

4. NON-EXCLUSIVITY/EXCLUDED LEGAL SERVICES. The Township

reserves the right to hire additional legal counsel to represent the Township with regard to areas of specialization such as labor and employment law, and other such legal matters when, in its sole and exclusive opinion, the retention and utilization of such counsel is in the best interest of the Township.

5. TERM. This contract becomes effective upon execution. Unless the contract is terminated, it shall be deemed renewed until December 15, 2025.

6. COMPENSATION. As compensation for basic legal services, the Township shall pay Kirk, Huth, Lange & Badalamenti, PLC \$200.00 per hour with the time billed in one-quarter increments.

7. INVOICING/BILLING. The Firm shall submit monthly statements billed in quarterly increments and itemized as follows:

- (a) Date;
- (b) Attorney's name or initials performing the services;
- (c) Brief summary of services rendered on the date;
- (d) Total hours charged for the date and corresponding rate;
- (e) A detailed listing of all expenses;

The Township Board reserves the right to review, request clarification and challenge any charge for legal services or expenses submitted on any monthly invoice.

8. TERMINATION. Sometime in the next 60 days the Township will likely seek proposals from other firms that may be interested in serving as Township Attorney. If the firm is not chosen to be Township Attorney this Agreement may be terminated upon seven (7) days written notice to the firm. Otherwise, the firm may be terminated upon 30 days notice. Said termination shall be without further obligation each to the other except for the provisions of Paragraph 12 and the payment of outstanding invoices submitted pursuant to Paragraph 6 above.

9. PROFESSIONAL QUALIFICATIONS. The Firm hereby agrees that, in consideration of its retention, all members of the Firm must be properly licensed for public practice in the State of Michigan; must not have a record of substandard work;

and must be in good standing with the Michigan Bar Association. Further, that the members of the Firm have no prior record with the State of Michigan Bar Association or another licensing agency for ethics infractions or any infraction in the practice of law.

10. **MALPRACTICE INSURANCE.** The Firm agrees to maintain malpractice insurance with minimum levels of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage. Proof of said insurance shall be submitted at the request of the Township.

11. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement shall not create an employer-employee relationship and the Firm shall be considered for all purposes as independent contractors of the Township.

12. **PROPERTY OF THE TOWNSHIP.** All files, records, reports, documents and computer-generated word processing data resulting from the services performed under this Agreement shall at all times be considered the property of the Township.

13. **CONFLICT OF INTEREST.** The Firm shall not represent any person or organization whose reputation would represent a conflict of interest in accordance with the Michigan Rules of Professional Conduct.

14. **INTERPRETATIVE PROVISIONS.**

(a) This Agreement constitutes the entire agreement between the Township and the Firm with respect to the Firm's retention as general Township attorney. No change will be valid unless made by supplemental written agreement, executed and approved by the Principal Parties;

(b) This Agreement may be executed in several counterparts, each of which all constitute and complete original Agreement, which may be introduced in evidence or use for any other purpose without production of any of the other counterparts;

(c) This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan;

(d) The captions in this Agreement are provided for convenience only and all of no substantive effect.

15. **NOTICES.** Any notices required or permitted to be given shall be by hand delivery or by certified mail, return receipt requested, to the following addresses or such other addresses as the parties may designate in writing:

(a) If to the Township: Township of Tuscarora
3546 S. Straits Highway
P.O. Box 220
Indian River, MI 49749

(b) If to the Firm: Kirk, Huth, Lange & Badalamenti, PLC
Attn: Robert S. Huth, Jr.
19500 Hall Road, Suite 100
Clinton Township, MI 48038

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of
20

IN THE PRESENCE OF:

TUSCARORA TOWNSHIP

By: Trudy Maves
Its: Supervisor

TUSCARORA TOWNSHIP

By: LAURA DECKER
Its: Clerk

KIRK, HUTH, LANGE & BADALAMENTI, PLC

By: Robert S. Huth, Jr.
Its: Partner



DATE OF MEETING: December 10, 2024

TITLE: Resolution to Deny a Commercial Rehabilitation Exemption Certificate Application, PA 210 of 2005, as Amended – Jimmy Fallon, 6092 Lake Street, Indian River, MI 49749

SUMMARY: Resolution denying the commercial rehabilitation exemption certificate application for James Fallon located at 6092 Lake Street, Indian River, MI 49749. The statutory reason for revocation is MCL 207.848, Sec. 8, 2 (a) “commencement of rehabilitation occurred greater than 6-mos before the applicant filed the application for commercial rehabilitation certificate exemption.”; application incomplete, see item 2(c) create employment was not completed; see item 2(d) rehabilitation statement would not be undertaken without the applicant’s exemption certificate.

FINANCIAL IMPACT: TBD

RECOMMENDATION: Deny the Commercial Rehabilitation Exemption Certificate

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS: None

**RESOLUTION TO DENY A COMMERCIAL REHABILITATION EXEMPTION
CERTIFICATE APPLICATION, PA 210 OF 2005, AS AMENDED**

Minutes of a regular meeting of the Board of Trustees of the Tuscarora Township, held on December 10th 2024, at the Tuscarora Township Hall, 3546 S. Straits at 7:00 pm

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

**Resolution Denying the Commercial Rehabilitation Exemption Certificate
Application for James Fallon Located at 6092 Lake Street, Indian River, MI 49749**

WHEREAS, the Tuscarora Township Board of Trustees legally established the Commercial Rehabilitation District on June 27th, 2024 after a public hearing held on June 27th, 2024; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property previously exempt and currently in force under Public Act 210 of 2005 or under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the Tuscarora Township; and

WHEREAS, the application is for commercial property as defined in section 2(a) of Public Act 210 of 2005; and

WHEREAS, the applicant James Fallon has not provided answers to all required questions under the application instructions to the Tuscarora Township Board of Trustees; and

WHEREAS, the attached documents provide that commencement of the rehabilitation of the facility did occur more than six months prior to the filing of the application for exemption; and

WHEREAS, pursuant to MCL 207.848 sec 2(a)the commencement of the rehabilitation of the qualified facility does not occur earlier than 6 months before the applicant files the application for the commercial rehabilitation exemption certificate.

NOW, THEREFORE, BE IT RESOLVED by the Tuscarora Township Board of Trustees of the Tuscarora Township

Be and hereby is denied a Commercial Rehabilitation Exemption for the real property, excluding land, located in Commercial Rehabilitation District Tuscarora Township at 6092 Lake Street, Indian River, MI 49749 pursuant to the provisions of PA 210 of 2005, as amended.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the (governing body) of the (governmental unit), County of (____), Michigan at a (regular/special) meeting held on (date).

**CHEBOYGAN COUNTY
DEPARTMENT OF BUILDING SAFETY**
870 South Main Street • P.O. Box 70
Cheboygan, Michigan 49721
Telephone: (231) 627-8813 • Fax: (231) 627-8454
Website: www.cheboygancounty.net
Email: steves@cheboygancounty.net

2/1/2023

Date of Application

**ELECTRICAL PERMIT
APPLICATION**
PE23-0056

Electrical Permit Number

6092

I. JOB LOCATION:

Name Jimmy Fallon	Homeowner Telephone Number 949-702-3797	Township Tuscarora
Site Address (Job Location) 6092 Lake Street	City/ Village Indian River	Township Section

II. CONTRACTOR/ HOMEOWNER INFORMATION:

Name Jimmy Fallon	State License No.	Expiration Date
Mailing Address 3223 Azalea Ridge Court	I.R.S. Number	M.E.S.C. Number
City Henderson	State Nevada	Zip 89052
Telephone Number 949-702-3797	Fax Number	Email jfallon@umich.edu

III. TYPE OF JOB: **Power Company: (check one)** **Consumers Energy** **Great Lakes Energy** **Presque Isle Elec & Gas**

<input type="checkbox"/> Single Family	<input type="checkbox"/> New	<input type="checkbox"/> Service Only	<input type="checkbox"/> Premanufactured Home Setup (State Approved)
<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Alteration	<input type="checkbox"/> Garage/ Pole Building	<input type="checkbox"/> Premanufactured Home Setup (HUD Mobile Home)

IV. APPLICANT SIGNATURE:

Section 23a of the State Construction Code Act of 1972, 1972 PA 230, MCL 125.1523A, prohibits a person from conspiring to circumvent the licensing requirements of this State relating to persons who are to perform work on a residential building or a residential structure. Violators of Section 23a are subjected to civil fines.

Signature of Licensee or Homeowner **(Homeowner signature indicates compliance with Section V. Homeowner Affidavit)**

Printed Name of Licensee or Homeowner

Jimmy Fallon

Date

2/1/2023**V. HOMEOWNER AFFIDAVIT:**

I hereby certify the electrical work described on this permit application shall be installed by myself in my own home in which I am living or about to occupy. All work shall be installed in accordance with the State Electrical Code and shall not be enclosed, covered up, or put into operation until it has been inspected and approved by the County Electrical Inspector. I will cooperate with the County Electrical Inspector and assume the responsibility to arrange for all necessary inspections.

VI. FEE CLARIFICATIONS:**MOBILE HOME UNIT SITES:**

When installing a site service in a park, the permit application must include the application fee, service, plus the number of park sites, plus inspection(s).

When setting a HUD mobile home in a park, a permit must include the application fee, a feeder and inspection(s). This shall be done by a licensed electrical contractor.

When setting a HUD mobile home or a premanufactured home on private property, a permit must include the application fee, service, feeder and inspection(s).

VII. INSTRUCTION FOR COMPLETING APPLICATION:

GENERAL: Electrical work shall not be started until the application for permit has been filed. All installations shall be in conformance with the Electrical Code. **No work shall be concealed until it has been inspected.** When ready for an inspection, call the inspector providing as much advance notice as possible. The Inspector will need the job location and permit number.

EXPIRATION OF PERMIT: A permit remains valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within six months after issuance of the permit or if the authorized work is suspended or abandoned for a period of six months after the time of commencing the work. **A PERMIT WILL BE CANCELED WHEN NO INSPECTIONS ARE REQUESTED AND CONDUCTED WITHIN SIX MONTHS OF THE DATE OF ISSUANCE OR THE DATE OF A PREVIOUS INSPECTION. CANCELED PERMITS CANNOT BE REFUNDED OR REINSTATED.**

COMPLETE APPLICATION ON BACK SIDE

VIII. FEE CHART - Enter the number of items being installed, multiply by the unit price for total fee.

NO INSPECTIONS GIVEN PRIOR TO PERMIT ISSUANCE					
Application Fee - All Permits - Non Refundable DOES NOT Include Inspection Fees (please itemize)		Per Unit	No.	Fee	
		60.00	1	60.00	
Services:	Reconnect	10.00	1	10.00	
	Temporary	10.00		0.00	
	Through 200 Amp.	10.00		0.00	
	Over 200 Amp. through 600 Amp.	15.00		0.00	
	Over 600 Amp. through 800 Amp.	20.00		0.00	
	Over 800 Amp.	25.00		0.00	
Circuits		5.00		0.00	
Lighting Fixtures per 25 and Fraction Thereof		6.00		0.00	
Dishwasher		5.00		0.00	
Garbage Disposal		5.00		0.00	
Range Hood		5.00		0.00	
Furnace - Unit Heater		5.00		0.00	
Electrical Heating Units (Baseboards)		4.00		0.00	
Power Outlets (Water Heaters, Ranges, Dryers, etc, each)		7.00		0.00	
Power Outlets (230V Recept. - Welder, Air Comp., etc, each)		7.00		0.00	
	Signs - per Circuit			10.00	0.00
	Feeders - Sub Panel - Bus Ducts - etc.			6.00	0.00
	Mobile Home Sites (See VI. on Reverse Side)			6.00	0.00
	Recreational Vehicle Sites			4.00	0.00
	K.V.A. (Watt) & H.P. Rated Equipment Up to 20 K.V.A. or H.P.			6.00	0.00
	21 to 50 K.V.A. or H.P.			10.00	0.00
	51 K.V.A. or H.P.			12.00	0.00
	Smoke Detectors - each			5.00	0.00
	Fire Alarm Systems - Up to 10 Devices			50.00	0.00
	11 to 20 Devices			100.00	0.00
	Over 20 Devices - each			5.00	0.00
	Administrative Fee			50.00	0.00
	Informational/ Special/ Safety Inspection			50.00	0.00
	Additional Inspection(s) - (i.e. Service, U.G., Conduit) - each			50.00	0.00
	Rough Inspection			50.00	0.00
	Final Inspection (Include on ALL Permits)			50.00	1
					50.00
	Total Fees Due				110.00*

Make check payable to "Department of Building Safety"

Number of inspections for this permit:

Additional inspections will result in a \$50.00 fee per inspection. An invoice will be mailed.

PLEASE GIVE A BRIEF JOB DETAIL FOR THIS PERMIT

I contacted the local power company - (Consumers Energy). They came out to install a new meter and requested a re-connect inspection from Cheboygan County. That is it.

Cheboygan County

Electrical Permit No: PE23-0056

Department of Building Safety
870 S. Main Street, P.O. Box 70
Cheboygan, Michigan 49721

Phone: (231) 627-8813

Fax: (231) 627-8454

Website: www.cheboygancounty.net

Location: 6092 LAKE ST
Twp./Sec. TU-24
161-I31-013-011-01

Owner: MCCLUTCHEY, KATHRYN
PO BOX 143
INDIAN RIVER MI 49749

Issued: 02/02/23

**PLEASE CALL 24 HOURS IN ADVANCE FOR
INSPECTIONS. (231) 627-8813**

Contractor: FALLON, JIMMY
3223 AZALEA RIDGE COURT
HENDERSON NV 89052

Work Description: Commercial

Permit Item	Fee Type	Fee Basis	Item Total
Standard Item	Application Fee	1.00	60.00
Inspections	Final Inspection	1.00	50.00
Service	Reconnect	1.00	10.00



Steve Sackett, Electrical Inspector

Fee Total: \$120.00
Amount Paid \$120.00
Balance Due: \$0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

THIS PERMIT COVERS 1 INSPECTION.

Additional Inspections (locked out/not ready/corrections not made) will be billed accordingly. An invoice will be faxed or mailed.

Certificate of Occupancy will not be issued until fees are paid.

IT IS UNLAWFUL TO OCCUPY BUILDING PRIOR TO
ISSUANCE OF CERTIFICATE OF OCCUPANCY.

Permit Validation

Entered By rcouture Date 02/02/2023

Thank You!

Electrical Permit | PE23-0056

Property Information:

Parcel Number: 161-I31-013-011-01 Property Address: 6092 LAKE ST
Township: TUSCARORA INDIAN RIVER MI 49749

Name Information:

Owner: MCCLUTCHY, KATHRYN
3223 AZALEA RIDGE CT
HENDERSON NV 89052

Contractor:

Permit Information:

Date Issued: 2/2/2023 10:41:10 AM Date Finalized: 02/23/23

Work Description:

Commercial

Inspection Information:

Final Inspection | Bill Eaton

Status: Completed Result: Approved
Scheduled: 02/23/23 Completed: 02/23/23

Comments:

Scheduling Comment: ANY TIME - OPEN (OLD POST OFFICE)

Released to CE email @ 8:40am.

Final Inspection | Steve Sackett

Status: Completed Result: Disapproved
Scheduled: 02/06/23 Completed: 02/06/23

Comments:

Scheduling Comment: ANY TIME - OPEN (OLD POST OFFICE)

RECONNECT 60 AMP OVERHEAD SERVICE WITH 60 AMP FUSED DISCONNECT, 8 CIRCUIT PANEL AND OLD
WATER HEATER DISCONNECT

PE23-0054

RECONNECT 60amp O.H. SERVICE
with 60amp fuses disconnected,
12 circuit Paul and Old water Heater
circuits

2-6-23 Final NAP.

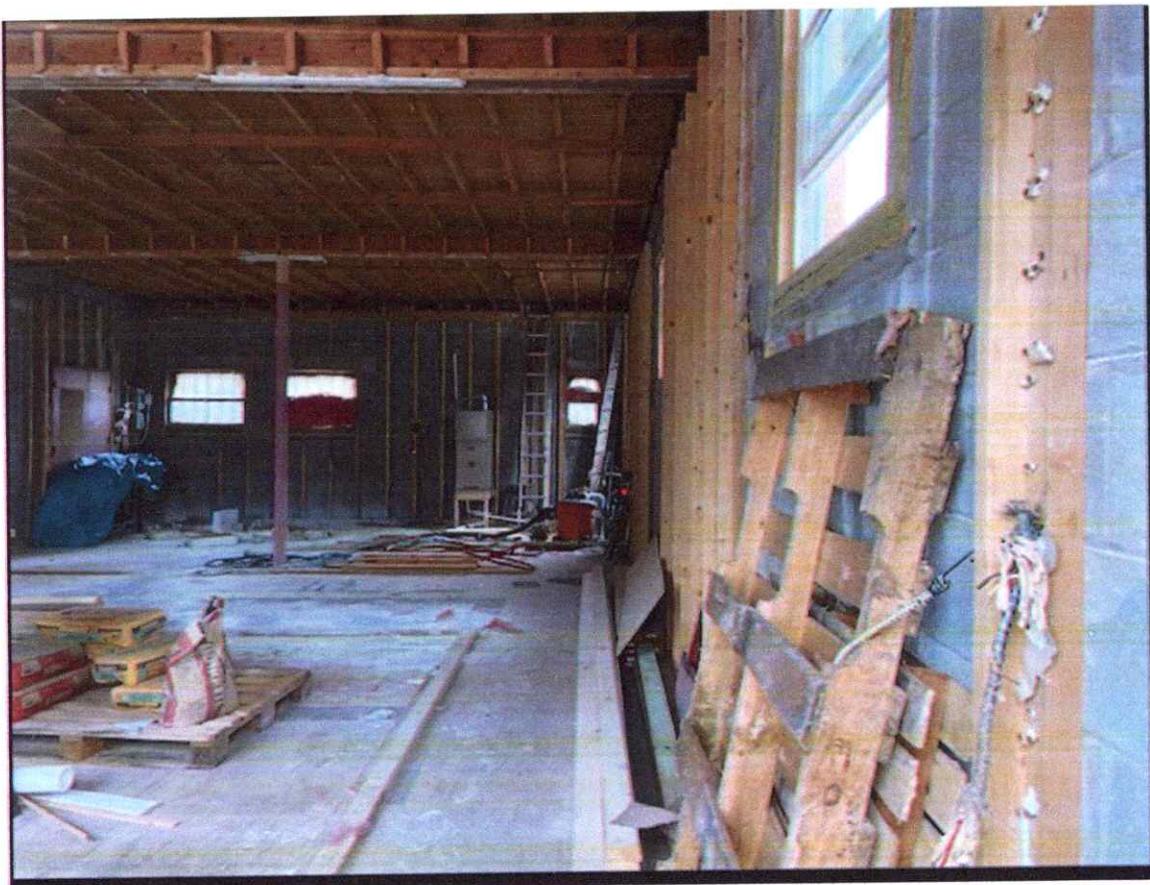
1) wires coming from meter base
to bottom disconnect not attached
to disconnect.

2-23-23 FINAL 60amp Fuses to disconnect
MAIN SERVICE APPROVED TO METER ONLY
2/24/23 Released to CE email @ 8:40 am

Page 4 of 5



Page 5 of 5





DATE OF MEETING: December 10, 2024

TITLE: Motion to put a 4-months Moratorium on acceptance of Commercial Rehabilitation Certificates

SUMMARY: To put a 4-month moratorium on all applications for Commercial Rehabilitation Certificates until April 30, 2025, to allow for development of criteria for Commercial Rehabilitation Certificates and public hearing(s).

FINANCIAL IMPACT: TBD

RECOMMENDATION: Approve

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS: None