

TUSCARORA TOWNSHIP  
3546 S. Straits Hwy, Indian River, MI 49749  
March 11, 2025 7:00 PM REGULAR MEETING  
PROPOSED 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 per individual)
6. Approval of meeting agenda
7. Approval of previous minutes
8. 6/30/2024 annual Audit Presentation-Mr. Joe Verlin
9. Reports
  - a. Bills
    - i. Sewer bills
  - b. Treasurer report
  - c. Correspondence
  - d. Airport
  - e. DDA-Dan Nivelt, DDA Board member
  - f. FOIA - two
  - g. Library-Kelsey Rutkowski, Director
  - h. Parks-Beth Henderson
  - i. Police-Chief Gordon Temple
10. Old business
  - a. RFP for Legal
  - b. Tuscarora Township Police Department contract (7/1/2025-6/30/2028) negotiating team.
  - c. Tuscarora Township Chief of Police contract (7/1/2025-6/30/28) negotiating team.
11. New business
  - a. Wake Waiver
  - b. Cheboygan County Humane Society contract
  - c. Re-Enact 11/15/2024 Township meeting
12. Public comments (3 minutes per individual)
13. Board Comments
14. Adjournment

## **Meeting Minutes**

TUSCARORA TOWNSHIP  
3546 S. Straits Hwy, Indian River, MI 49749  
February 11, 2025 - 7:00 PM REGULAR MEETING  
Proposed Meeting Minutes

Call to order at 7:00 pm by Supervisor, Maves. Pledge of Allegiance led by Maves.

Roll Call: Maves, Smith, Hutchinson, Fisher, and Decker were in attendance. There was a quorum present.

Board member conflict of interest statement (if applicable) Hutchinson on chief of police contract. Maves on parks commission appointment.

Public comment on agenda items (3 minutes per individual) – None

Approval of meeting agenda – Maves add sewer report update by Steve at Performance Engineers. Hutchinson under old business add A to extend legal to April 1<sup>st</sup> and add F under new business to separate the two police contracts.

Motion by Fisher to accept agenda changes. Support: Decker Approved: All in favor.

Approval of previous minutes for regular meeting January 14, 2025.

Motion: Decker Support: Smith Approved: All in favor.

Approval of previous minutes for special meeting January 30, 2025.

Motion: Fisher Support: Hutchinson Approved: All in favor.

Reports: Sewer update – Waste Water Treatment Plant expansion still looking at June date for startup. Most work is on hold for cold weather. Hope the frost will be out of the ground to start working again around April 21. Preconstruction meeting for Phase II contractor next week. They have been told not to work the 4<sup>th</sup> of July weekend and August 9 and 10 (boat races).

Reports from DDA, Library, Parks, and Police.

Bills – none.

Annual Audit Report – Gabridge will be here at the March board meeting to go over the audit report. Please submit questions in advance to someone at the township.

Treasurer Report – Currently we have over 5.6 million in all our funds. Some disbursements still need to be made. Smith is recommending that if your taxes are paid by a mortgage company we no longer send the homeowners a copy of the tax bill. Smith showed how many tax bills are returned for bad addresses. Smith is also recommending that we only send out tax receipts to the people that request a receipt.

Correspondence – none.

Airport report – regarding the pipes that burst due to cold weather, the insurance company will pay for the repairs needed.

DDA report – the last pole has been taken down, the DDA continues to work on a trail plan with the school.

FOIA – four requests.

Library – Kelsey Rutkowski, Director – gave an update on upcoming classes, events and the award they received.

Parks – Beth Henderson – working on applications for grants with the DNR, Awakon, and Consumers Energy. Schofield will be going on medical leave. Renaud has come back to work during this time frame. Parks approve Allen Maves to be appointed to the parks commission. Parks is looking for letters of support or donations for the grant pertaining to DeVoe Beach.

Police – Chief Gordon Temple – The people circulating counterfeit \$100 bills have been caught. Building grant update - water softener, camera work, and associated electrical work has been completed. Currently accepting bids for downstairs construction. Summit Fire Protection is putting us on their schedule to complete the fire sprinkling system. The grant has been amended to delete the upgrades to the library space downstairs. The request was made to have additional work performed to the heating and cooling systems for the township building instead. We have received reimbursement for the requests submitted for approximately \$98,000.

Old business:

Motion by Hutchison to extend the deadline for RFPs for legal to April 1. Letters will be sent out by March 1<sup>st</sup> with return by April 1<sup>st</sup>. Support: Fisher      Approved: All in favor.

New business:

Budget Amendments – Motion to make budget amendments as presented.

Amount	From GL#	Description	To GL#	Description
\$444.00	101-257-980.00	AssrComp/Office Eq	101-247-916.00	BOR Education
\$2,500.00	101-101-980.00	Twp Comp/&Office Eq	101-215.704.00	Dep Clerk Salary
\$4,200.00	101-101-980.00	Twp Comp/&Office Eq	101-253-704.00	Dep Treas. Salary
\$4,000.00	101-262-704.01	Election Coordinator	101-223-801.00	Internal Audit Acct
\$119.61	101-262-704.01	Election Coordinator	101-101-998-.01	Refunds
\$10,119.00	101-209-941.00	Contingencies	101-101-998-.01	Refunds

Motion: Maves      Support: Smith      Approved: All in favor.

Sewer construction bills – Phase I, Phase II, WWTP, Tanner, and Performance Engineers.

Motion: Smith      Support: Fisher      Approved: All in favor.

Motion for new bank account with Citizens National Bank for EPA Funds for Sewer Phase II.

Motion: Smith      Support: Hutchison      Approved: All in favor.

Motion for fireworks contract with Great Lakes Fireworks for July 5, 2025 (rain date 7/6/2025) and budget of \$15,000. Any donations received will go to a better show. Place the donation canister out front.

Motion: Maves      Support: Hutchinson      Approved: All in favor.

Motion to accept application and per recommendations of parks commission to appoint Allen Maves until general election. (Trudy Maves recuses herself.)

Motion: Fisher      Support: Decker      Approved: All in favor



Motion to table until March the Tuscarora Township Police Department contract that expires June 2025 pending legal opinion about conflict of interest for Hutchison. (Hutchinson recuses himself.)

Motion: Fisher

Support: Maves

Approved: All in favor.

Motion to table until March the Chief of Police contract and how many members on the board should be on the negotiation committee.

Motion: Fisher

Support: Decker

Approved: All in favor.

Public comments (3 minutes per individual) – There were two public comments.

Board comments – four comments.

Motion to adjournment at 8:15 p.m.

Recording Secretary, Chris Green

Respectfully submitted,  
Laura Decker, Clerk  
Trudy Maves, Supervisor

TUSCARORA TOWNSHIP  
3546 S. Straits Hwy, Indian River, MI 49749  
February 18, 2025 – 2:30 PM SPECIAL MEETING  
Proposed Meeting Minutes

Call to order at 2:30 pm by Supervisor, Maves. Pledge of Allegiance led by Maves.

Roll Call: Hutchinson, Smith, Maves, and Decker were in attendance. Fisher was absent.  
There was a quorum present.

Board member conflict of interest statement (if applicable) – None.

Public comment on agenda items (3 minutes per individual) – None.

Approval of meeting agenda.

Motion by Smith to accept the agenda.      Support: Hutchinson      Approved: All in favor.

Approval of bills.

Motion by Decker for payment of 21 bills totaling \$9,520.68 includes USIC from 2023.

Support: Smith      Approved: All in favor.

Gall from Mead & Hunt explained how USIC works for marking utility lines.

Report by Gall about the Duperon screen. Gall informed the board about the screen and installation needed at the Wastewater Treatment Plant.

Public comments (3 minutes per individual) – None.

Board comments – None.

Motion to adjournment at 2:45 p.m.

Recording Secretary, Chris Green

Respectfully submitted,

Laura Decker, Clerk

Trudy Maves, Supervisor



**DATE OF MEETING:** March 11, 2025

**TITLE:** Presentation of annual financial report (audit) for year ended June 30, 2024.

**SUMMARY:** Mr. Joe Verlin will present the findings of the Tuscarora Township annual financial report for the year ended June 30, 2024.

**FINANCIAL IMPACT:** None.

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None

## Reports

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

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
10503	CLASSIC CLEANING	02/25/2025	03/12/2025	547.50	547.50	Open	N
10471	GANNETT MICHIGAN LOCALIQ	01/31/2025	03/01/2025	135.97	135.97	Open	N
10541	INDIAN RIVER LUMBER & HARDWARE	02/24/2025	03/10/2025	16.49	16.49	Open	N
10491	KEN OSMAN	02/24/2025	03/12/2025	61.98	61.98	Open	N
10542	KIRK & HUTH, P.C.	02/01/2025	03/01/2025	1,850.00	1,850.00	Open	N
10477	PITNEY BOWES, INC.	02/08/2025	03/29/2025	217.68	217.68	Open	N
10537	STANDARD ELECTRIC COMPANY	02/18/2025	03/17/2025	528.24	528.24	Open	N
10539	SUMMIT FIRE PROTECTION	03/03/2025	04/02/2025	276.92	276.92	Open	N
10472	VANS BUSINESS MACHINE	02/20/2025	03/22/2025	42.79	42.79	Open	N
# of Invoices: 9 # Due: 9				Totals:	3,677.57	3,677.57	
# of Credit Memos: 0 # Due: 0				Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					3,677.57	3,677.57	

## --- TOTALS BY FUND ---

101 - GENERAL FUND	2,828.96	2,828.96
207 - POLICE FUND	46.62	46.62
271 - LIBRARY FUND	273.75	273.75
590 - SEWER FUND	528.24	528.24

## --- TOTALS BY DEPT/ACTIVITY ---

101 - TOWNSHIP BOARD	349.82	349.82
265 - BUILDING AND GROUNDS	567.16	567.16
266 - ATTORNEY COUNSEL	1,850.00	1,850.00
301 - POLICE	46.62	46.62
536 - WATER AND SEWER SYSTEMS	528.24	528.24
595 - AIRPORT	61.98	61.98
790 - LIBRARY	273.75	273.75

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DB: Tuscarora

CHECK REGISTER FOR TUSCARORA TOWNSHIP  
CHECK DATE FROM 01/09/2025 - 03/12/2025

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Check Date	Check	Vendor Name	Amount	
Bank POOL GENERAL - ALL				
01/22/2025	163 (E)	UPTIME TECHNOLOGY MANAGEMENT	281.07	
01/22/2025	164 (E)	STATE OF MICHIGAN - MESC	166.79	
01/23/2025	165 (E)	STATE OF MICHIGAN - MESC	6.00	
01/15/2025	166 (E)	GOOGLE WORKSPACE	216.91	
01/30/2025	169 (E)	ALERUS FINANCIAL	137.50	
02/19/2025	170 (E)	INTERNAL REVENUE SERVICE	24.11	
02/19/2025	171 (E)	INTERNAL REVENUE SERVICE	135.90	
02/25/2025	172 (E)	ALERUS FINANCIAL	137.50	
02/03/2025	174 (E)	UPTIME TECHNOLOGY MANAGEMENT	281.44	
02/03/2025	175 (E)	UPTIME TECHNOLOGY MANAGEMENT	221.19	
03/03/2025	176 (E)	UPTIME TECHNOLOGY MANAGEMENT	281.44	
02/05/2025	177 (E)	GOOGLE WORKSPACE	219.60	
03/03/2025	178 (E)	UPTIME TECHNOLOGY MANAGEMENT	221.19	
01/09/2025	36015	ANAVON TECHNOLOGY GROUP	2,363.88	
01/09/2025	36016	CONSUMERS ENERGY	3,474.82	
01/09/2025	36017	VOID	0.00	V
01/09/2025	36018	DTE ENERGY	911.88	
01/09/2025	36019	PITNEY BOWES PURCHASE POWER	55.13	
01/09/2025	36020	PNC VISA	1,751.54	
01/14/2025	36023		0.00	V
01/14/2025	36024	TUSCARORA TWP VOLUNTEER FIRE DEPT	186,724.75	
01/15/2025	36025	ACCIDENT FUND OF MICHIGAN	3,726.00	
01/15/2025	36026	ANAVON TECHNOLOGY GROUP	49.95	
01/15/2025	36027	BARB ALGENSTEDT	60.00	
01/15/2025	36028	BLARNEY CASTLE OIL CO	413.44	
01/15/2025	36029	BRANDON BLUMKE	275.00	
01/15/2025	36030	BURT LAKE MARINA	378.99	
01/15/2025	36031	CHEBOYGAN COUNTY TREASURER	1,477.94	
01/15/2025	36032	CHEBOYGAN COUNTY TREASURER	97.50	
01/15/2025	36033	CHEBOYGAN COUNTY TREASURER	90.00	
01/15/2025	36034	CHRISTOPHER DIEHL	275.00	
01/15/2025	36035	CLASSIC CLEANING	547.50	
01/15/2025	36036	CUMMINGS, MCCLOREY, DAVIS & ACHO	1,092.27	
01/15/2025	36037	DAWSON BRACE	1,804.42	
01/15/2025	36038	DECKA DIGITAL	126.24	
01/15/2025	36039	EMMET COUNTY	27.60	
01/15/2025	36040	GANNETT MICHIGAN LOCALIQ	106.40	
01/15/2025	36041	GORDON TEMPLE JR	275.00	
01/15/2025	36042	HACH COMPANY	941.00	
01/15/2025	36043	HAMMERBACHER & CO., PLC	6,836.14	
01/15/2025	36044	HURST MECHANICAL	632.20	
01/15/2025	36045	INDIAN RIVER LUMBER & HARDWARE	253.60	
01/15/2025	36046	JANET MYERSON	275.00	
01/15/2025	36047	JEFF JOHNSON	275.00	
01/15/2025	36048	KALAMAZOO SANITARY SUPPLY, LLC	197.39	
01/15/2025	36049	KEN OSMAN	70.01	
01/15/2025	36050	KIRTLAND COMM. COLLEGE	550.00	
01/15/2025	36051	LEIGH ANN SOCHA	60.00	
01/15/2025	36052	LEXISNEXIS RISK SOLUTIONS	130.00	
01/15/2025	36053	LORI SMITH	6.71	
01/15/2025	36054	MARK WILK	2,630.48	
01/15/2025	36055	MEAD & HUNT	7,517.75	
01/15/2025	36056	MICKELO ANDERSON	275.00	
01/15/2025	36057	MISS DIG SYSTEMS, INC.	901.52	
01/15/2025	36058	MUNICIPAL EMP. RETIREMENT	15,252.16	
01/15/2025	36059	OMAR GOMEZ	275.00	
01/15/2025	36060	OMNI SITE	808.00	
01/15/2025	36061	POLLARD'S QUICK LUBE	264.26	
01/15/2025	36062	PRECISION CARTRIDGE, INC.	1,427.22	
01/15/2025	36063	STACY LALONDE	275.00	
01/15/2025	36064	STANDARD INSURANCE COMPANY	461.76	
01/15/2025	36065	STATE OF MICHIGAN - EGLE/GWDP	479.64	
01/15/2025	36066	TUSCARORA TOWNSHIP	681.50	
01/15/2025	36067	USA BLUE BOOK	248.38	
01/15/2025	36068	USIC LOCATING SERVICES, LLC	343.20	
01/15/2025	36069	VANS BUSINESS MACHINE	32.90	
01/15/2025	36070	VERIZON WIRELESS	122.61	
01/15/2025	36071	WALTER CHAMBERLAIN	275.00	
01/15/2025	36072	YOUR FLEETCARD PROGRAM	1,094.49	
01/23/2025	36073	CENTER POINT LARGE PRINT	46.74	
01/23/2025	36074	CLASSIC CLEANING	70.00	
01/23/2025	36075	M&M PLUMBING	2,354.94	
01/23/2025	36076	METCOM INC	676.85	
01/23/2025	36077	MIDWEST TAPE LLC	418.63	
01/23/2025	36078	NORTHLAND LIBRARY COOPERATIVE	1,194.00	
01/23/2025	36079	TUSCARORA TOWNSHIP	241.82	
01/28/2025	36081	MESSA	10,490.10	
01/28/2025	36082	MESSA	12,948.81	

Check Date	Check	Vendor Name	Amount	
01/29/2025	36083	CENGAGE LEARNING INC/GALE	58.48	
01/29/2025	36084	KELSEY RUTKOWSKI	77.70	
01/29/2025	36085	VANS BUSINESS MACHINE	113.43	
01/29/2025	36086	CONSUMERS ENERGY	1,992.33	
01/29/2025	36087	PRESQUE ISLE ELEC. COOP.	141.78	
01/30/2025	36088	AMERICAN LEGAL PUBLISHING CORP	30.00	
01/30/2025	36089	ANAVON TECHNOLOGY GROUP	5,088.40	
01/30/2025	36090	AUTO VALUE INDIAN RIVER	176.00	
01/30/2025	36091	CINCINNATI LIFE INSURANCE CO.	208.00	
01/30/2025	36092	CLASSIC CLEANING	828.75	
01/30/2025	36093	DECKA DIGITAL	160.00	
01/30/2025	36094	ELECTION SOURCE	1,029.90	
01/30/2025	36095	GABRIDGE & COMPANY, PLC	4,000.00	
01/30/2025	36096	GANNETT MICHIGAN LOCALIQ	72.94	
01/30/2025	36097	GFL ENVIRONMENTAL USA INC - TRASH	256.26	
01/30/2025	36098	HILL MOUNTAIN SIGNWORKS	3,279.00	
01/30/2025	36099	HURST MECHANICAL	5,991.80	
01/30/2025	36100	INDIAN RIVER LUMBER & HARDWARE	168.32	
01/30/2025	36101	JANET MYERSON	385.46	
01/30/2025	36102	KALAMAZOO SANITARY SUPPLY, LLC	260.65	
01/30/2025	36103	KEN OSMAN	61.58	
01/30/2025	36104	MCCARDEL CULLIGAN	8,718.30	
01/30/2025	36105	MEAD & HUNT	7,021.88	
01/30/2025	36106	NORTHERN MI ASSOC CHIEFS OF POLICE	75.00	
01/30/2025	36107	STANDARD INSURANCE COMPANY	461.76	
01/30/2025	36108	STATE OF MICHIGAN - EGLE/GWDP	7,500.00	
01/30/2025	36109	USA BLUE BOOK	2,303.02	
01/30/2025	36110	VANS BUSINESS MACHINE	36.15	
01/30/2025	36111	WHITE PINE ELECTRIC, INC.	3,575.00	
01/30/2025	36112	YOUR FLEETCARD PROGRAM	605.80	
02/06/2025	36113	AUTO VALUE INDIAN RIVER	224.80	
02/06/2025	36114	FERRELLGAS	1,103.27	
02/06/2025	36115	GINOP SALES, INC.	863.85	
02/06/2025	36116	INDIAN RIVER LUMBER & HARDWARE	151.30	
02/06/2025	36117	PENCHURA, LLC	8,759.00	
02/06/2025	36118	TUSCARORA TOWNSHIP	461.66	
02/06/2025	36119	ANAVON TECHNOLOGY GROUP	1,190.65	
02/06/2025	36120	CHEBOYGAN DAILY TRIBUNE	282.22	
02/06/2025	36121	CONSUMERS ENERGY	5,271.01	
02/06/2025	36122	VOID	0.00	V
02/06/2025	36123	VOID	0.00	V
02/06/2025	36124	DTE ENERGY	791.37	
02/06/2025	36125	GREAT LAKES ENERGY	16.77	
02/06/2025	36126	MUNICIPAL EMP. RETIREMENT	19,911.93	
02/06/2025	36127	PITNEY BOWES PURCHASE POWER	502.25	
02/13/2025	36130	CHRISTOPHER DIEHL	585.85	
02/13/2025	36131	CONSUMERS ENERGY	2,733.51	
02/13/2025	36132	PNC VISA	1,986.89	
02/13/2025	36133	VERIZON WIRELESS	122.61	
02/18/2025	36134	CUMMINGS, MCCLOREY, DAVIS & ACHO	520.00	
02/18/2025	36135	GRAND TRAVERSE CONSTRUCTION	94,028.15	
02/18/2025	36136	GRAND TRAVERSE CONSTRUCTION	74,665.02	
02/18/2025	36137	MEAD & HUNT	280.00	
02/18/2025	36138	MEAD & HUNT	1,080.00	
02/18/2025	36139	PERFORMANCE ENGINEERS, INC.	3,560.00	
02/19/2025	36140	4 FRONT CREDIT UNION	75.00	
02/19/2025	36141	ACCIDENT FUND OF MICHIGAN	3,942.00	
02/19/2025	36142	BS&A SOFTWARE	1,220.00	
02/19/2025	36143	CHEBOYGAN COUNTY TREASURER	90.00	
02/19/2025	36144	CHEBOYGAN COUNTY TREASURER	97.50	
02/19/2025	36145	INDIAN RIVER LUMBER & HARDWARE	5.58	
02/19/2025	36146	KALAMAZOO SANITARY SUPPLY, LLC	331.41	
02/19/2025	36147	KEN OSMAN	60.74	
02/19/2025	36148	LORI SMITH	16.00	
02/19/2025	36149	MICHIGAN TOWNSHIP ASSOCIATION	529.00	
02/19/2025	36150	TONY'S EQUIPMENT REPAIR LLC	513.83	
02/19/2025	36151	TRANSAMERICA LIFE	181.48	
02/19/2025	36152	USA BLUE BOOK	49.09	
02/19/2025	36153	USIC LOCATING SERVICES, LLC	867.90	
02/19/2025	36154	WINDEMULLER	1,381.14	
02/20/2025	36155	4 FRONT CREDIT UNION	75.00	
02/20/2025	36156	BACKYARD BIRDS AND BEYOND	425.00	
02/20/2025	36157	CENGAGE LEARNING INC/GALE	200.18	
02/20/2025	36158	CENTER POINT LARGE PRINT	46.74	
02/20/2025	36159	CLASSIC CLEANING	70.00	
02/20/2025	36160	DEMCO	106.77	
02/20/2025	36161	DYNAMIC SCHOOL ASSEMBLIES, INC.	595.00	
02/20/2025	36162	FARMINGTON COMMUNITY LIBRARY	4.68	
02/20/2025	36163	KELSEY RUTKOWSKI	60.70	
02/20/2025	36164	MIDWEST TAPE LLC	450.62	
02/20/2025	36165	NATURE DISCOVERY	250.00	



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User: CHRIS  
DB: Tuscarora

CHECK REGISTER FOR TUSCARORA TOWNSHIP  
CHECK DATE FROM 01/09/2025 - 03/12/2025

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Check Date	Check	Vendor Name	Amount
02/20/2025	36166	THE LIBRARY STORE	80.15
02/20/2025	36167	WORLD BOOK, INC.	250.00
02/27/2025	36171	CHRISTOPHER DIEHL	777.37
02/27/2025	36172	CINCINNATI LIFE INSURANCE CO.	326.00
02/27/2025	36173	CONSUMERS ENERGY	2,039.36
02/27/2025	36174	FERRELLGAS	436.67
02/27/2025	36175	GABRIDGE & COMPANY, PLC	16,800.00
02/27/2025	36176	GFL ENVIRONMENTAL - WWTP	57.00
02/27/2025	36177	GFL ENVIRONMENTAL USA INC - TRASH	257.93
02/27/2025	36178	GINOP SALES, INC.	1,262.82
02/27/2025	36179	GREAT LAKES ENERGY	17.61
02/27/2025	36180	GREAT LAKES FIREWORKS	7,500.00
02/27/2025	36181	HAMMERBACHER & CO., PLC	3,375.20
02/27/2025	36182	INDIAN RIVER LUMBER & HARDWARE	53.98
02/27/2025	36183	LEIGH ANN SOCHA	60.00
02/27/2025	36184	M&M PLUMBING	410.48
02/27/2025	36185	MUNICIPAL EMP. RETIREMENT	12,618.80
02/27/2025	36186	PRESQUE ISLE ELEC. COOP.	223.97
02/27/2025	36187	STURGEON VALLEY SMALL ENGINE REPAIR	471.30
02/27/2025	36188	TOKIO MARINE HCC-PUBLIC RISK GROUP	10,310.61
02/27/2025	36189	MESSA	18,537.52
03/06/2025	36190	ANAVON TECHNOLOGY GROUP	544.70
03/06/2025	36191	AUTO VALUE INDIAN RIVER	84.54
03/06/2025	36192	BLARNEY CASTLE OIL CO	1,785.68
03/06/2025	36193	CHASKEY'S SEPTIC SERVICE, INC.	400.00
03/06/2025	36194	CONSUMERS ENERGY	4,971.70
03/06/2025	36195	VOID	0.00 V
03/06/2025	36196	VOID	0.00 V
03/06/2025	36197	PITNEY BOWES PURCHASE POWER	100.00
03/06/2025	36198	PNC VISA	4,867.26
03/06/2025	36199	STANDARD INSURANCE COMPANY	461.76
03/06/2025	36200	U.S. POSTAL SERVICE	84.00

POOL TOTALS:

Total of 191 Checks:	655,052.27
Less 6 Void Checks:	0.00
Total of 185 Disbursements:	655,052.27



# Memo

**To:** Trudy Maves

**Date:** 2-24-25

**From:** Steve Corporon

**Re:** Tuscarora Township WWTP Expansion, Pay Request #7

---

Attached for consideration by the Board of Trustees is pay request #7 from Grand Traverse Construction for the Tuscarora Township WWTP Expansion project in the amount of \$483,339.10. This pay request reflects all the work performed to date.

The WWTP project has funding from USDA and EGLE as part of Phase I and from USDA & EPA as part of Phase II. This pay request includes items for all four funding sources detailed as follows:

- The USDA Phase I share of this pay request is \$288,114.10.
- The EGLE share of this pay request for the work on the equalization/surge tank is \$104,500.00.
- According to the EPA grant agreement they will fund 62.95% of the Phase II project costs up to a maximum of \$3.5M; therefore, the EPA share of this pay request is \$57,111.39. This leaves the USDA Phase II share of this pay request at \$33,613.61.

You will need to submit two separate requests to the USDA (one for each Phase) and separate requests to both EGLE and the EPA for their respective amounts and subsequently provide four separate checks to Grand Traverse Construction once funds are received from each agency. I have annotated GTC's pay request in red to assist both you and the agencies in confirming the respective amounts.

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

Sincerely,

*Steve Corporon*

**Performance Engineers, Inc.**

# Contractor's Application for Payment

<b>Owner:</b> <u>Tuscarora Township</u> <b>Engineer:</b> <u>Performance Engineers, Inc.</u> <b>Contractor:</b> <u>Grand Traverse Construction</u> <b>Project:</b> <u>Tuscarora Township Sewer Extension Phases I &amp; II</u> <b>Contract:</b> <u>Tuscarora Township WWTP Expansion</u>	<b>Owner's Project No.:</b> <u>22-6036</u> <b>Engineer's Project No.:</b> <u>22-6036</u> <b>Contractor's Project No.:</b> <u>1-24106</u>
<b>Application No.:</b> <u>7</u> <b>Application Date:</b> <u>2/28/2025</u> <b>Application Period:</b> From <u>2/1/2025</u> to <u>2/28/2025</u>	

1. Original Contract Price	\$ 4,025,365.00
2. Net change by Change Orders	\$ 13,067.41
3. Current Contract Price (Line 1 + Line 2)	\$ 4,038,432.41
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,753,157.48
5. Retainage	
a. 5% X \$ 1,753,157.48 Work Completed =	\$ 87,657.87
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 87,657.87
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,665,499.61
7. Less previous payments (Line 6 from prior application)	\$ 1,182,160.51
8. Amount due this application	\$ 483,339.10
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 2,372,932.80

**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>2-24-25</u>
---	-----------------------------

<b>Recommended by Engineer</b> <b>By:</b> <u>[Signature]</u> <b>Title:</b> <u>Project Engineer</u> <b>Date:</b> <u>2-24-25</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> _____	<b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____

USDA Phase I: \$288,114.10 USDA Phase II: \$33,613.61	EGLE: \$104,500.00 EPA: \$57,111.39	<div style="font-size: 2em; color: red; margin: 0 auto;">➔</div> <b>Total</b> <b>\$483,339.10</b>
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# 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.:	7	Application Period:	From	02/01/25	to	02/28/25	Application Date:	02/28/25
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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	72,501.00			72,501.00	100%	-
2	MOBILIZATION (PH II)	72,500.00	25,000.00	47,500.00		72,500.00	100%	-
3	WWTP EXP INCL EQUIP, MATERIALS & LABOR (PH I)	1,208,201.00	723,075.00	303,278.00		1,026,353.00	85%	181,848.00
4	WWTP EXP INCL EQUIP, MATERIALS & LABOR (PH II)	1,651,284.00	45,000.00	48,000.00		93,000.00	6%	1,558,284.00
5	EQUALIZATION/SURGE TANK	888,335.00	365,742.76	110,000.00		475,742.76	54%	412,592.24
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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Original Contract Totals		\$ 4,025,365.00	\$ 1,231,818.76	\$ 508,778.00	\$ -	\$ 1,740,596.76	43%	\$ 2,284,768.24

USDA Phase I:  $\$303,278.00 - \$15,163.90 (5\%) = \$288,114.10$   
 EGLE:  $\$110,000.00 - \$5,500.00 (5\%) = \$104,500.00$   
 EPA:  $((\$47,500 + \$48,000) \times 62.95\%) - \$3,005.86 (5\%) = \$57,111.39$   
 USDA Phase II:  $((\$47,500 + \$48,000) \times 37.05\%) - \$1,769.14 (5\%) = \$33,613.61$   
 Total =  $\$483,339.10$

**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.:		7		Application Period:		From		02/01/25		to		02/28/25		Application Date:		02/28/25			
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 (\$)	
Change Orders																			
1		WWTP EXP INLC EQUIPM MATERIALS & LABOR (PH1)				13,067.41		12,560.72				12,560.72		96%		506.69			
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# Stored Materials Summary

# 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.:		7		Application Period:		From		02/01/25		to		02/28/25		Application Date:		02/28/25		
A	B	C	D	E	F	G		H		I		J		K		L		M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Total Amount Incorporated In the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)					
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)								
3	2	#6	Precast	3373 Busch Dr.	6	12,884.00	-			12,884.00				-			12,884.00	
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## SWORN STATEMENT

Owner Tuscarora Township

Date 2/27/23

Company Name      Grand Traverse Construction

State of MICHIGAN )

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]

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The Contractor has not employed or procured materials from, contracted or subcontracted with any persons, firms, or corporations other than those set for 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.

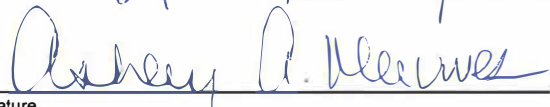
ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, TELEPHONE OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, 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, LESSOR OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS OF RECEIVING THE REQUEST.

  
 Project Manager

Paul Mahon, Senior Project Manager  
 Printed Name and Title

2-24-25  
 Date

Subscribed and sworn to me this 24 day of February 2025

  
 Notary Public Signature

Ashley A. Meeuwes  
 Printed Name

Grand Traverse  
 Acting in Grand Traverse  
 My Commission Expires 8/1/2027

County, Michigan  
 County





**GRAND TRAVERSE CONSTRUCTION**

1714 Northern Star Drive  
Traverse City, MI 49696  
Phone: 231-929-1000

## **PARTIAL UNCONDITIONAL WAIVER**

I / We have a contract with **Grand Traverse Construction** to provide Material and/or Services for the improvement to the property described as

**Tuscarora WWTP Expansion**

GTC Job # **1-24106**

and by signing this **Cumulative** waiver, hereby waive my/our construction lien to the amount of **\$4,050.00** for labor/materials provided through **12/6/2024**

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**FABCON Precast LLC**  
**8911 Columbine Road**  
**Suite 150**  
**Eden Prairie, MN 55347**

Signature:

DocuSigned by:  
*Robin Haveman*  
4B411CE68E77490...

Printed:

Robin Haveman

Title:

Contract Admin

Date:

12/9/2024

**EMAIL WAIVERS TO: [waivers@grandtraverseconstruction.com](mailto:waivers@grandtraverseconstruction.com)**

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**



**GRAND TRAVERSE CONSTRUCTION**

1714 Northern Star Drive  
Traverse City, MI 49696  
Phone: 231-929-1000

**PARTIAL UNCONDITIONAL WAIVER**

I / We have a contract with **Grand Traverse Construction** to provide Material and/or Services for the improvement to the property described as

**Tuscarora WWTP Expansion**

GTC Job # **1-24106**

and by signing this **Cumulative** waiver, hereby waive my/our construction lien to the amount of **\$5,687.77** for labor/materials provided through **1/3/2025**

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**Halliday Products, Inc.  
6401 Edgewater Drive  
Orlando, FL 32810**

Signature:

Printed:

Chris Halliday

Title:

President

Date:

1/3/25

**EMAIL WAIVERS TO: [waivers@grandtraverseconstruction.com](mailto:waivers@grandtraverseconstruction.com)**

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**



**GRAND TRAVERSE CONSTRUCTION**

1714 Northern Star Drive  
Traverse City, MI 49696  
Phone: 231-929-1000

### **PARTIAL UNCONDITIONAL WAIVER**

I / We have a contract with **Grand Traverse Construction** to provide Material and/or Services for the improvement to the property described as

**Tuscarora WWTP Expansion**

GTC Job # **1-24106**

and by signing this **Cumulative** waiver, hereby waive my/our construction lien to the amount of **\$67,300.85** for labor/materials provided through **12/6/2024**

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

**NW MI Contracting Inc  
PO Box 6914  
Traverse City, MI 49696**

Signature: M. Kassel  
Printed: Mary Ann Kassel  
Title: Office mgr  
Date: 12-9-24

**EMAIL WAIVERS TO: [waivers@grandtraverseconstruction.com](mailto:waivers@grandtraverseconstruction.com)**

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

12/6

**CHANGE ORDER NO.: 3**

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 Phase I & II		
Contract Name:	Tuscarora Township WWTP Expansion		
Date Issued:	3-11-25	Effective Date of Change Order:	3-11-25

The Contract is modified as follows upon execution of this Change Order:

## Description:

Item	Change	Description	Cost
1.	Add	Unit Heater & Installation in Blower Room	\$10,067.93

Reason for Change: The existing WWTP blower room does not contain a unit heater and the operator has been relying on a large portable heater to prevent freeze ups during extremely cold weather. A permanently mounted wall unit similar to the unit in the screen room should be installed to properly heat this space. This item includes providing the unit heater and the electrical breaker, conduits, wiring, switches & labor. The cost of this item will be funded from the Phase II project contingency.

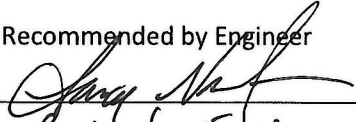
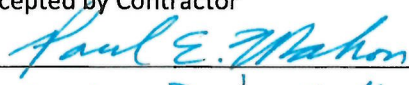
Attachments: GTC RCO #5 dated 1/14/25

2.	Add	Additional Concrete Reinforcing Steel (Rebar)	\$5,000.00
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Reason for Change: Additional steel reinforcement (Rebar) was required to supplement Rebar already in place at several locations where the concrete tank walls intersect. The cost of this item will be funded from the Phase II project contingency.

Attachments: PEI WCD #2 dated 1/15/25 & GTC RCO #6 dated 2/4/25

Change in Contract Price		Change in Contract Dates	
Original Contract Price:		Original Contract Dates:	
\$ 4,565,700.00		Substantial Completion:	5-2-25
		Ready for final payment:	7-1-25
<del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. 1 to No.2:		<del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No.1 to No.2:	
\$ (527,267.59)		Substantial Completion:	49 days
		Ready for final payment:	24 days
Contract Price prior to this Change Order:		Contract Dates prior to this Change Order:	
\$ 4,038,432.41		Substantial Completion:	6-28-25
		Ready for final payment:	7-25-25
<del>[Increase]</del> <del>[Decrease]</del> this Change Order:		<del>[Increase]</del> <del>[Decrease]</del> this Change Order:	
\$ 15,067.93		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Dates with all approved Change Orders:	
\$ 4,053,500.34		Substantial Completion:	6-28-25
		Ready for final payment:	7-25-25

	Recommended by Engineer		Accepted by Contractor
By:	<u></u>		<u></u>
Title:	<u>Project Engineer</u>		<u>Senior Project Manager</u>
Date:	<u>2-17-25</u>		<u>2-17-25</u>
	Authorized by Owner		Approved by Funding Agency
By:	_____		_____
Title:	_____		_____
Date:	_____		_____



***Change Request***

**To:** Tuscarora Township

**Number:** 5

**Date:** 1/14/2025

**Job:** Tuscarora WWTP Expansion

**Phone:** (231) 929-1000

**Description: RCO #5 Proposed Electric Heater Addition to the Blower Room**

We are pleased to offer the following specifications and pricing to make the following changes:

Per the owners request to provide the installation of electric heater in their Existing Blower Room to prevent the pipes from potentially freezing. Cost includes a Square D 480V breaker. There is no available 208V source available. Windemuller Add: \$8,793.57

GTC Supervision and Coordination Labor. Add: \$700.00

Total Add: \$9,493.57

OH&P: \$474.68

Bonding: \$99.68

The total amount to provide this work is ..... \$10,067.93

Submitted by: \_\_\_\_\_

Approved by: \_\_\_\_\_

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



MFG CATALOG NUMBER	MFG MODEL NUMBER	DESCRIPTION
06926302	FSW5112	Summer Fan Switch
06911002	TC1602	Wall Mounted Stratification Thermostat Range - (40 °F - 120 °F)
07177502	A1600	Ceiling Mount Bracket 5-20 KW Models
07177602	A1601	Ceiling Mount Bracket 25-50 KW Models

MFG CATALOG NUMBER	MFG MODEL NUMBER	DESCRIPTION
07177902	D1602	Linear Louvered Diffuser 5-20 KW Models
07178002	D1612	Linear Louvered Diffuser 25-50 KW Models
07178102	D1600	Radial Louvered Cone Diffuser 5-20 KW Models
07178202	D1610	Radial Louvered Cone Diffuser 25-50 KW Models
07178302	D1603	Anemostat Diffuser 5-20 KW Models
07178402	D1613	Anemostat Diffuser 25-50 KW Models

## A black and white photograph of a portable, box-shaped heater. The device has a rectangular body with a carrying handle on top. The front face features a large, horizontal grille with many vertical slats. To the right of the grille, on the side panel, there is a single, dark, circular control knob. The overall design is functional and compact.



- Easily fits between joists for typical installation.
- Zero clearance for wall and ceiling mounting as well as floor mounting with appropriate inlet and outlet clearances.
- Bracket standard or can be mounted by  $\frac{3}{8}$ " threaded rod (field supplied)
- Automatic reset thermal limit for safety
- 1 Phase model wattage field changeable from 1874 to 5000 Watts.
- 24V control circuit on three phase models with hydraulic thermostat
- Made in U.S.A

Conforms to ANSI/UL 1995  
Certified to CAN/CSA C 22.2 No.236-11

A	B	C	D	E	F	G
14.4''	19.4''	14.5''	8.4''	5.1''	9.2''	1.8''

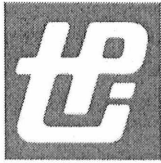
MFG CATALOG NUMBER	MFG MODEL NUMBER	WATTS	BTUs	VOLTS	PHASE	AMPS	TEMP RISE	TEMP RANGE	AIR THROW	CFM	WT. (LBS)
07262402	HF5705T	5000	17065	240	1	21	57 °F	(40 °F-120 °F)	16'	275	32
		4165	14215			17	48 °F				
		3332	11365			14	38 °F				
		2500	8533			10	29 °F				
		3750	12798	208	1	18	43 °F	(40 °F-120 °F)	16'	275	32
		3123	10659			15	36 °F				
		2500	8553			12	29 °F				
		1874	6396			9	21 °F				
07262502	H3H5705T	3750	12799	208	3	10.4	57 °F	(40 °F-110 °F)	16'	375	32
		5000	17065	240	3	12	57 °F		16'	275	32
07262602	P3P5705T	5000	17065	480	3	6	57 °F	(40 °F-110 °F)	16'	275	32
07073602	DCS-MT303	Optional Field Installed Disconnect Switch, 30 Amp @ 600Volts									



## 23

[illegible]





**TPI Corporation**  
*America's Comfort Conditioning Company*

Date: 02/19/2025  
Company Name: Hickey & Associates  
Project Name: Tom Gee Project  
Project Location: Traverse City, MI  
Product(s): See attached

This letter is the certification of compliance with the Infrastructure Investment and Jobs Act ("IIJA"), Pub L. No. 117-58, which includes the Build America, Buy America Act (BABA), Pub L. No. 117-58. §§ 70901-52.

The products listed meet the Build America, Buy America Act based on the determination they are domestically produced product(s) and contain at least 55% U.S. content.

Further, all manufacturing processes related to these products take place at the manufacturing facility of TPI Corporation located at 114 Roscoe-Fitz Rd., Johnson City, Tennessee.

Should you need any further information about our products or processes, please let me know.

TPI Corporation

Jerald L  
By: Donaldson II Digitally signed by Jerald L  
Donaldson II  
Date: 2025.02.19 10:36:48 -05'00'  
Jerald L. Donaldson II  
Vice President of Finance



P.O. Box 4973, CRS, Johnson City, Tennessee 37602

[www.tpicorp.com](http://www.tpicorp.com)



## TPI Corporation

*America's Comfort Conditioning Company*

Part #	07073002
Part Description	Model P3P5605T Heater with Stat
Part #	07262602
Part Description	Model P3P5705T Heater with Stat
Part #	
Part Description	
Part #	
Part Description	
Part #	
Part Description	
Part #	
Part Description	
Part #	
Part Description	
Part #	
Part Description	
Part #	
Part Description	



P.O. Box 4973, CRS, Johnson City, Tennessee 37602

[www.tpicorp.com](http://www.tpicorp.com)

## WORK CHANGE DIRECTIVE NO.: 02

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 Phase I & II		
Contract Name:	Tuscarora Township Sewer Phase I & II		
Date Issued:	1-15-2025	Effective Date of Work Change Directive:	1-15-2025

Contractor is directed to proceed promptly with the following change(s):

Description:

**The rebar shop drawings produced by Hymmco, dated 8-7-2024 and included as part of Submittal #2 show a splice in the reinforcement near intersecting tanks walls. Per the WWTP Expansion Drawings Detail 7 on Sheet S104 shows all reinforcement to be continuous at intersecting tank walls, and no splices should be at these locations. Rather than re-install the already placed reinforcement, the existing reinforcement should be supplemented with an additional #7 bar, 10' long centered at the intersecting wall, located at each existing splice at intersecting walls. The new reinforcement should be centered between existing (4-inches on-center) and spaced 8-inches on center wherever a splice is currently present within intersecting tank walls.**

Attachments:

### **SK-1: Splice Reinforcement at Intersecting Walls**

Purpose for the Work Change Directive:

### **Shop drawings not meeting structural drawings**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

### **Notes to User—Check one or both of the following**

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$5,000.00 (max) ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~.

Contract Time: N/A days ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~.

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☒ Cost of the Work ☐ Other

Recommended by Engineer

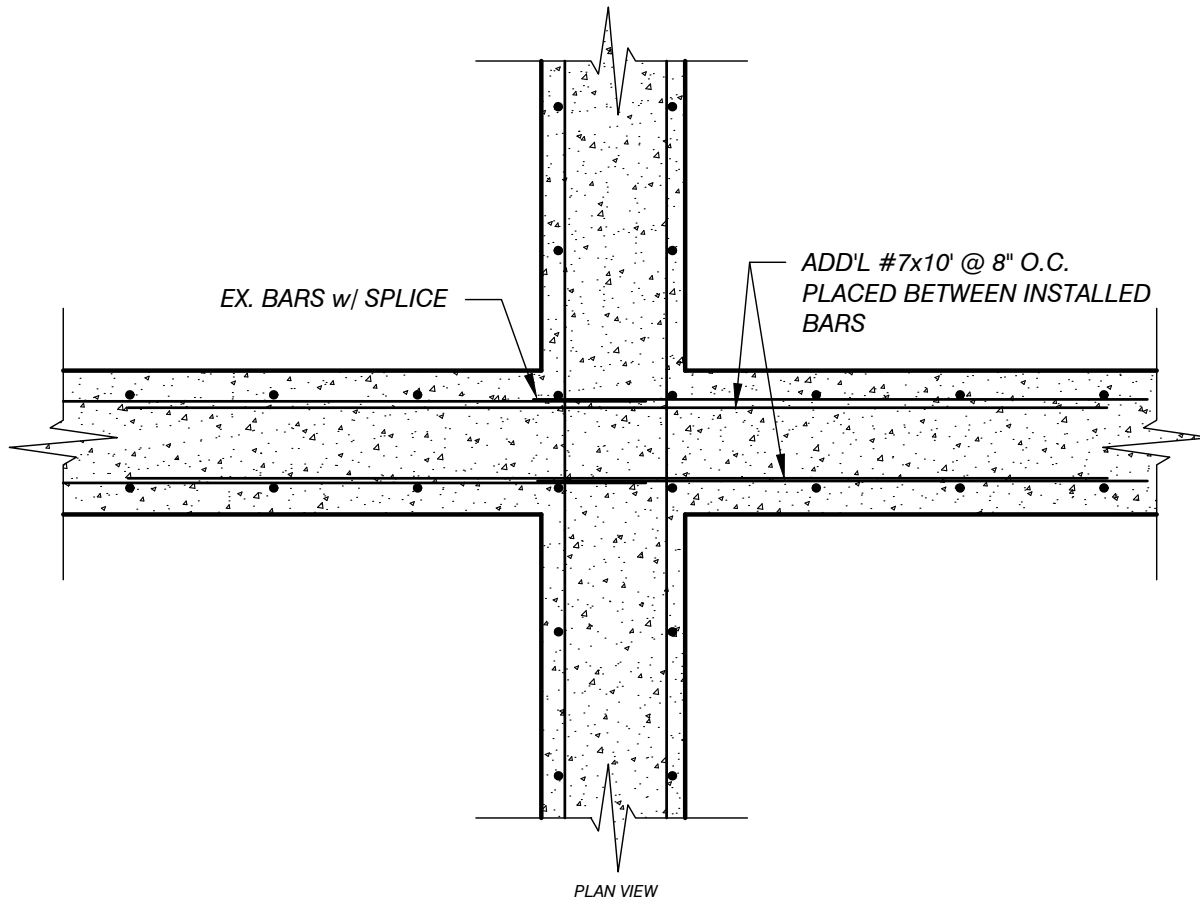
Authorized by Owner

By: **Benjamin Thoune**



Title: **Structural Engineer**

Date: **January 15<sup>th</sup>, 2025**



# 1 TANK INTERSECTION REINFORCING DETAIL 3/4"=1'

**Performance Engineers, Inc.**  
 Civil / Structural Engineering  
 406 Petoakey Avenue  
 Charlevoix, Michigan 49720  
 www.performanceeng.com



Phone: (231) 547-2121  
 Fax: (231) 547-0084  
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PROJECT TITLE

**TUSCARORA  
 TOWNSHIP  
 WWTP EXPANSION**

DRAWING TITLE

**WCD-02  
 SPLICE REINF. @  
 INTERSECTING WALLS**

SCALE 3/4"=1'

PE# 22-6036

DRAWN PEI

SHEET

DESIGN BTI

**SK1**

DATE 1/15/25



**Change Request**

**To:** Tuscarora Township

**Number:** 6

**Date:** 2/4/2025

**Job:** Tuscarora WWTP Expansion

**Phone:** (231) 929-1000

**Description: RCO #6 Rebar Work Change Directive #2**

We are pleased to offer the following specifications and pricing to make the following changes:

Per the owners request for work change directive #2, below are our costs associated

- 1) GTC 53 Man Hours (1/17, 1/24, 1/27, 1/28). Add: \$3,445.00
- 2) Coordination of work changes, supervision and implementation of changes 12hrs. Add: \$780.00
- 3) Hymmco Rebar #7. 44 pcs @ 10'0" Lengths. Add: \$590.00
- 4) - Hand Tie Wire (1 roll) Add: \$125.00
  - Twin Tie Wire (4 roll) Add: \$300.00

Cost: \$5,240.00

OH&P: \$262.00

Bonding: \$52.40

**Guaranteed Maximum Price. \$5,000.00**

The total amount to provide this work is ..... \$5,000.00

Submitted by: \_\_\_\_\_

Approved by: \_\_\_\_\_

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



**DATE OF MEETING:** March 11, 2025

**TITLE:** Walton Contracting, Phase II LPS, Invoice 6003B

**SUMMARY:** Forgot to put in Board Packet for February 11, 2025 meeting.

**FINANCIAL IMPACT:** None

**RECOMMENDATION:** For Review

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None

**Contractor's Application for Payment**

Owner:	Tuscarora Township	Owner's Project No.:	22-6003B
Engineer:	Performance Engineers, Inc.	Engineer's Project No.:	22-6003B
Contractor:	Walton Contracting	Contractor's Project No.:	24-1025-E
Project:	Tuscarora Township Sewer Phase II		
Contract:	Tuscarora Township Sewer Extension Phase II - LPS		
Application No.:	1	Application Date:	1/28/2025
Application Period:	From 1/1/2025 to 1/27/2025		

1. Original Contract Price	\$	1,171,815.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	1,171,815.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	10,919.00
5. Retainage		
a. 5% X \$ 10,919.00 Work Completed =	\$	545.95
b. 5% X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	545.95
6. Amount eligible to date (Line 4 - Line 5.c)	\$	10,373.05
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	10,373.05
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	1,161,441.95

**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.

Contractor:	Walton Contracting		
Signature:		Date:	1/23/25
Recommended by Engineer	Approved by Owner		
By:		By:	Judy Mauer
Title:	Project Engineer	Title:	Supervisor
Date:	1/27/25	Date:	2/12/2025
Approved by Funding Agency	Digitally signed		
By:	BLAKE	by BLAKE SMITH	By:
Title:	SMITH	Date: 2025.02.12	Title:
Date:		12:16:25 -05'00'	Date:

USDA Phase II: \$3,843.22  
EPA: \$6,529.83  
Total: \$10,373.05



### Contractor's Application for Payment

Owner's Project No.:	22-6003B
Engineer's Project No.:	22-6003B
Contractor's Project No.:	24-1025-E

Application Date: 01/28/25				
	J	K	L	
V	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)		Balance to Finish (F - J) (\$)
	10,919.00	14%		69,081.00
	-	0%		40,000.00
	-	0%		30,000.00
	-	0%		7,125.00
	-	0%		1,000.00
	-	0%		10,500.00
	-	0%		65,250.00
	-	0%		16,250.00
	-	0%		39,000.00
	-	0%		9,500.00
	-	0%		117,000.00
	-	0%		114,975.00
	-	0%		81,215.00
	-	0%		490,000.00
	-	0%		30,000.00
	-	0%		40,000.00
	-	-	-	-
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	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
\$	10,919.00	1%	\$	1,160,896.00

17 (5%) = \$3,843.22  
 Total = \$10,373.05



# SWORN STATEMENT

STATE OF MICHIGAN  
COUNTY OF GRAND TRAVERSE

Project No.: 24-1025-E  
Project Name: TUSCRORA PHASE II- LPS

Dustin Schroeder being duly sworn, deposes and says:

WALTON CONTRACTING, INC. is the Contractor for an improvement to the following described real property situated in  
GRAND TRAVERSE County, Michigan, described as follows:

TUSCARORA TOWNSHIP, MI

That the following is a statement as of 1/27/2025 of each Subcontractor and Supplier and Laborer with whom the General Contractor has Subcontracted for performance under the Contract with the Owner or Lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete
J. RYAN BONDING	BOND	\$ 10,919.00	\$ 10,919.00		\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
WALTON CONTRACTING	SITEWORK	\$ 1,159,896.00		\$ 10,373.05	\$ 1,161,441.95
Total to Date:		\$ 1,170,815.00		\$ 10,373.05	\$ 1,161,441.95

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

That the General Contractor has not procured material from, or Subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the General Contractor for the purpose of representing to the Owner, Lessee or Mortgagee 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 the Michigan Compiled Laws.

Deponent further says that Laborer Wages, Fringe Benefits and Withholdings are paid, except as disclosed within this Statement.

WARNING (TO DEPONENT): A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE 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 570.110 OF THE MICHIGAN COMPILED LAWS.

**WALTON CONTRACTING, INC.**  
526 WEST 14TH STREET #209, TRAVERSE CITY, MI 49684

(Signature)

Dustin Schroeder, President

By

1.27.25

Date

Signed before me this January day of 27, 2025

Notary Public:

My Commission Expires: 10-26-2030

Kendra Kersten  
Notary Public State of Michigan  
Grand Traverse County  
My Commission Expires 10/26/2030  
Acting in the County of Grand Traverse

## PARTIAL CONDITIONAL WAIVER

I/We have an agreement with **Tuscarora Township** to provide Excavation Work for the improvement to the property as described as:

**Tuscarora Sewer Extension Phase II- LPS  
Indian River, MI**

And hereby waive and release our construction lien rights against such property for labor / materials provided through January 27th, 2025; together with all previous waivers, if any, do cover all amounts due to use for improvements provided through the date shown above.

This waiver is partial conditioned pending on receipt of the actual payment in the amount of:

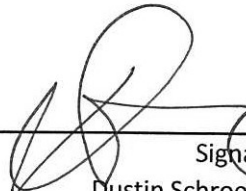
Ten Thousand Three Hundred Seventy Three Dollars 05/100


\$10,373.05

Company: WALTON CONTRACTING, INC.

Address: 6010 E. Traverse Highway

TRAVERSE CITY, MICHIGAN 49684

  
\_\_\_\_\_  
Signature  
Dustin Schroeder, President

  
\_\_\_\_\_  
Witness

1.27.25

Date

1.27.25

Date

## **Treasurer Report**

## **Correspondence**

**Airport**

**DDA**



**FOIA**  
**2 requests**

**Library**

## **Parks Commission**

**Police**

**Tuscarora Township Police Department  
February 2025**

**Description:**

Non-Aggravated Assault	2
Obstructing Justice	1
Operating While Intoxicated	3
Misdemeanor Traffic Violations	3
Delinquent Minors	25
Traffic Accidents	14
Non-Traffic Accidents	4
Civil Traffic Violation	4
False Alarm Activation	8
Liquor Inspections	15
Civil Matter Dispute / Family Trouble	8
Suspicious Situations	7
Lost & Found Property	2
Assist Other Agency	8
Assist Ambulance	4
Assist Fire	1
Assist Citizen	10
Motorist Assist	20
Gun Registrations	8
Lockouts	2
Welfare Checks	2
Special Detail	1

**Total: 152**

**Arrests**

Bench	4
Misdemeanor	7
Traffic Arrest	1
Felony Arrest	17
Juvenile Arrest	0

**Traffic Enforcement**

Verbal Warnings	85
Citations	13
Ordinance Citations	0
Snow Verbal Warnings	41
Snow Citations	24

**Hours Worked      1,611.5**  
**Miles Driven        6,238**

**Old Business**



**DATE OF MEETING:** March 11, 2025

**TITLE:** Request for Proposal Legal Services

**SUMMARY:** Request for proposal for legal services, see attached.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Trustee Hutchison

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

**ATTACHMENTS:** None



THE TOWNSHIP OF TUSCARORA IS SEEKING REQUESTS FOR QUALIFICATIONS/BIDS FROM LAW FIRMS/ATTORNEYS INTERESTED IN SERVING AS “GENERAL LEGAL COUNSEL” TO THE TOWNSHIP FOR THE PERIOD APRIL 1, 2025 TO DECEMBER 31, 2028

**Introduction:**

Tuscarora Township seeks Requests for Bids (“RFB”) from law firm/attorneys licensed to practice law in the State of Michigan that wish to provide general counsel and litigation services as General Counsel Services. All necessary documents can be downloaded from the official Township of Tuscarora website, [www.tuscaroratwp.com](http://www.tuscaroratwp.com).

The successful firm must have significant experience in representing Michigan municipalities in all aspects of municipal law. The successful firm will provide the Township with legal guidance relating to, but not necessarily limited to:

1. Legal research and/or advisory opinions as needed.
2. Research and draft ordinances and/or resolutions.
3. Represent the Township in litigation in federal and state courts and administrative forums.
4. Review and/or draft contracts, bid specifications and legal notices.
5. Attend meetings of the Township Council upon request.
6. Conduct programs on specified legal issues for appropriate elected officials and/or Township employees upon request.
7. Notify the Township of changes in municipal law or state regulations, as well as Court decisions, that impact the operation of the Township.
8. Any other matters as directed by the Township.

**Professional Information and Qualifications**

Each interested firm shall submit the following information:

1. Name of firm.
2. Address of principal place of business and any additional attorneys that might service Township needs if applicable.
3. Areas of Practice.

4. Description of firm's attorney's education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above.
5. Experience related to representation of public entities.
6. The firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staffing).
7. Cost details, including the hourly rates of each of the individuals who will perform the services.
8. Any other information which the interested firm deems relevant.

### **Section Criteria**

The Township reserves the right to award a contract or contracts to the vendor(s) as determined to be in the best interests of the Township based upon the selection criteria. The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation.
2. Experience and references.
3. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter.
4. Cost competitiveness.
5. Other factors, if demonstrated to be in the best interest of the Township. Submission Requirements RFB must be delivered no later than to:



**DATE OF MEETING:** March 11, 2025

**TITLE:** Select a negotiating team for Tuscarora Township Police Department Contract, July 1, 2025-June 30, 2028

**SUMMARY:** Two board members to negotiate with Tusc. Twp. Police Department toward a contract.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None



**DATE OF MEETING:** March 11, 2025

**TITLE:** Select two board members to serve on the negotiating team.

**SUMMARY:** Select two board members to negotiate the contract for the Chief of Tuscarora Township Police. The three year contract for Chief Gordon Temple will be for the period July 1, 2025 through June 30, 2028.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None

## **New Business**



**DATE OF MEETING:** March 11, 2025

**TITLE:** Wake Waiver Request.

**SUMMARY:** Top O' Michigan Outboard Racing Club is requesting a waiver of the "no wake" ordinance for August 9 – August 10, 2025, between 11:00 AM and 2:00 PM.

**FINANCIAL IMPACT:** None.

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None

# Top O' Michigan Outboard Racing Club

P.O. Box 873  
Harbor Springs, MI. 49740

February 24, 2025

Laura Decker, Clerk  
Tuscarora Township  
3546 Straits Highway  
P.O. Box 220  
Indian River, MI. 49749

Dear Clerk Decker,

I am pleased to announce that the American Power Boat Association has once again asked the Top O' Michigan Outboard Racing Club to conduct the Marathon National Championships. They have scheduled the race for **August 9<sup>th</sup> – August 10<sup>th</sup>, 2025**. I am, therefore, requesting a waiver of the “no wake” ordinance on those dates between the hours of 11:00 AM and 2:00 PM. I would appreciate it if you would bring this letter to the attention of your board and ask if they will approve a waiver of the “no wake” ordinance during these periods.

As always, we welcome suggestions you might have on how we can continue to improve this great event. If you could please send a letter or email of approval to [TOMORC.RACE@gmail.com](mailto:TOMORC.RACE@gmail.com) it would be greatly appreciated.

Sincerely,

Peter Lauer  
231-330-6371

Received

FEB 27 2025

Tuscarora Township





**DATE OF MEETING:** March 11, 2025

**TITLE:** Contract with CCHC (Cheboygan County Humane Society) for July 1, 2025 through June 30, 2026.

**SUMMARY:** Contract with Cheboygan County Humane Society to provide animal control after hours services, provide kennels, food & supplies for housing animals after hours until they can be retrieved by Cheboygan County Humane Society.

**FINANCIAL IMPACT:** \$1,500, to begin July 1, 2025.

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None

# Cheboygan County Humane Society

1536 Hackleburg Road ♦ Cheboygan MI 49721

Phone: (231) 238-8221 ♦ Fax: (231) 238--0432 ♦ cheboyganhumane@gmail.com

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## Agreement for Animal Control Services

This agreement is effective July 1, 2025 by and between the Township of Tuscarora, Cheboygan County, Michigan and the Cheboygan County Humane Society, Cheboygan County, Michigan.

In this agreement, the party who is contracting to receive services shall be referred to as "the Township," and the party who will be providing the services shall be referred to as "the Humane Society."

The Humane Society has a background in providing and promoting programs for animal control and is willing to provide services to the Township based on this background.

The Township desires to have services provided by the Humane Society. Therefore, the parties agree as follows:

1. **Description of Services.** Beginning on July 1, 2025, the Humane Society will provide the following services (collectively, the "Services"): To plan, coordinate, evaluate, and provide services for animal control, pursuant to Michigan law.
2. **Performance of Services.** The manner in which the Services are to be performed and the specific hours to be worked by the Humane Society shall be determined by the Humane Society. The Township will rely on the Humane Society to work as many hours as may be reasonably necessary to fulfill their obligations under this agreement.
3. **Payment.** The Township agrees to pay the Humane Society for the Services in the amount of \$1,500.00. This amount shall be paid to the Humane Society in intervals as determined by the Township.
4. **New Project Approval.** The Humane Society and the Township recognized that the Humane Society's Services will include all services that they are currently providing in Cheboygan County.
5. **Term/Termination.** This agreement shall terminate at the end of each calendar year.
6. **Relationship of Parties.** The parties understand that the Humane Society is an independent contractor with respect to the Township, and not an employee of the Township. The Township will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Humane Society or its employees.
7. **Injuries.** The Humane Society acknowledges their obligation to obtain appropriate insurance coverage for the benefit of its employees. The Humane Society waives any rights to recovery from the Township for any injuries that the Humane Society or its employees may sustain while performing services under this agreement and that are the result of the negligence of the Humane Society or its employees.
8. **Indemnification.** The Humane Society agrees to indemnify and hold the Township harmless for all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the Township that result from the acts or omissions of the Humane Society, their employees and agents.
9. **Assignment.** The Humane Society's obligations under this agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Township.
10. **Notices.** All notices required or permitted under this agreement shall be in writing and shall be deemed

delivered when delivered in person or deposited in the United States mail, postage prepaid and addressed as follows:

**If for the Township:**

Township of Tuscarora  
3546 S Straits Hwy  
Indian River, MI 49749

**If for the Humane Society**

Cheboygan County Humane Society  
1536 Hackleburg Road  
Cheboygan, MI 49721

Such addresses may be changed from time to time by either party providing written notice to the other in the manner set for above.

11. **Entire Agreement.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.
12. **Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
13. **Severability.** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
15. **Annual Financial Report.** The Humane Society shall provide the Township with an annual financial report, setting forth in detail how the contractual funds were expended in the preceding calendar year. The Humane Society shall provide the report to the Township within ninety (90) days of the first day of the calendar year.
16. **Applicable Law.** This agreement shall be governed by the laws of the State of Michigan.

***Party Receiving Services:***

**Tuscarora Township**

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

Its: Township Supervisor

***Party Providing Services:***

**Cheboygan County Humane Society**

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

Bonnye Johnson  
Its: Board President



**DATE OF MEETING:** March 11, 2025

**TITLE:** Re-enact November 15, 2024 Special Meeting of the Tuscarora Township Board of Trustees

**SUMMARY:** Clarify, by re-enactment, the special meeting of November 15, 2024 pursuant to the civil lawsuit brought by Mr. Kramer (Robert Arthur Kramer v. Tuscarora Township)

**FINANCIAL IMPACT:** None

**RECOMMENDATION:** Review, discuss and vote on each motion as per the amended minutes of the special meeting of November 15, 2025.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None

## **TUSCARORA TOWNSHIP**

**3546 S. Straits Hwy., Indian River, MI 49749**

**November 15, 2024 at 1:00 pm**

**~~Proposed~~ Special Board Meeting Minutes**

*Approved*

### **Call to Order**

The meeting was called to order with the pledge of allegiance by Supervisor Maves at 1:00 p.m.

### **Roll Call**

Present: Supervisor Maves, Treasurer Smith, Trustee Fisher

Absent: Clerk Readsma, Trustee Vance

### **Board Member Conflict of Interest Statement**

None offered.

### **Bank Signature Cards**

Motion by Fisher and supported by Smith to add Lori Smith and her Deputy Rachel Vallance to the CNB, Awakon Credit Union and PNC bank accounts as of November 15, 2024 and remove Janice Dillaha and her deputy as of November 15, 2024. Additionally, as of November 20, 2024 to add Laura Decker to the CNB, Awakon Credit Union and PNC bank accounts and remove Jay Readsma and Penny Passino as of November 20, 2024. Roll call vote: Smith, aye; Maves, aye; Fisher, aye. Readsma and Vance absent.

Motion carries.

### **Township Credit Card**

Motion by Fisher and supported by Smith to cancel Jay Readsma's Tuscarora Township credit card and add Laura Decker as of November 20, 2024. Motion carried.

### **Accounting Support**

Motion by Fisher and supported by Smith to hire Neil Hammerbacher, CPA, to help in reconciling the accounts and to help prepare for the audit. He charges an hourly rate, there is no contract. Motion carries.

### **Martha Street Parking Lot**

Motion by Fisher and supported by Smith to cancel the contract with E.F. Wilkinson and PEI that were made on the Martha Street parking lot. Discussion: Maves stated that at this point it is unclear whether there are funds available to continue with this project and that it is possible it can be re-addressed in the future. Motion carries.

### **Kramer Legal Bills**

Motion by Smith and supported by Fisher that no future legal bills for Robert Kramer submitted after November 8, 2024 will be paid. Motion carries.

### **Public Comment**

Public comments began at 1:10 p.m. One public comment received from Mrs. Snyder. Public comment ended at 1:13 p.m.

### **Board Member Comment**

Board member comment began at 1:13 p.m. Moves read Act 168.370a: Filling vacancy in township office; term of appointee; term of elected successor. ~~Notwithstanding the provisions of section 370, if a vacancy occurs in an elective or appointed township office which vacancy~~ Notwithstanding the provisions of section 370, if a vacancy occurs in an elective or appointive township office, which vacancy is filled by appointment by the township board or the board of county election commissioners and the vacancy occurs more than 7 days before the nominating petition filing deadline as provided in section 349 for the general November election that is not the general November election at which a successor in office would be elected if no vacancy, then the person appointed shall hold office only until a successor is elected at the next general November election in the manner provided by law and qualifies for office. The successor shall hold the office for the remainder of the unexpired term. Jay Readsma was sworn in as soon as the election was certified in 2022.

### **Motion to Adjourn**

Motion to adjourn by Fisher at 1:15 p.m.

Respectfully submitted by Sue Fisher, Trustee

Removed -  
Redundant  
Statement.