

TUSCARORA TOWNSHIP  
3546 S. Straits Hwy, Indian River, MI 49749  
November 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 from October 14, 2025 Regular Meeting
8. Reports
  - a. Sewer update from Performance Engineers
  - b. Update with Mead & Hunt
  - c. Bills
  - d. Treasurer report
  - e. Correspondence - 0
  - f. Airport
  - g. DDA-Dan Nivelt, DDA Board member
  - h. FOIA - 4
  - i. Library-Kelsey Rutkowski, Director
  - j. Parks-Stacey Cole
  - k. Police-Chief Gordon Temple
9. Old business
  - a. Transient merchant ordinance, updated application and guidelines
  - b. RFP for legal
  - c. RFP for O&M
  - d. Update on sewer rate study with Bendzinski
  - e. Boiler repair options
  - f. Change in trash service companies & purchase of dumpster
  - g. CIP updates – road project
  - h. RFB for WWTP cold storage
  - i. Update on health insurance policy for deceased employees
  - j. 250<sup>th</sup> celebration – fireworks
  - k. Review of July 8, 2025 budget amendments
10. New business
  - a. Sewer construction bills & change orders – Phase I, Phase II, WWTP
  - b. Northstar road abandonment
  - c. Sewer Ordinance No 28 – clarification of connection date
  - d. Credit card
  - e. Election workers and rate of pay
  - f. Office coverage
11. Public comments (3 minutes per individual)
12. Board comments
13. Adjournment

## **Meeting Minutes**



TUSCARORA TOWNSHIP  
3546 S. Straits Hwy, Indian River, MI 49749  
October 14, 2025 7:00 PM REGULAR MEETING  
PROPOSED MEETING MINUTES

Call to order: Supervisor Maves called the meeting to order at 7:05 pm and led the pledge of allegiance.

Roll call: Present: Fisher, Maves, Hutchison, and Smith. Absent: Decker. There is a quorum.

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

Public comment *on agenda items* (3 minutes per individual)

10d – Charter where did the equipment go.

Approval of meeting agenda with changes of 10b - adding invoice for Performance Engineers, 9k – add estimate for basins, and before 8a – Steve update on sewer.

Motion: Fisher

Support: Hutchison

Approved: All in favor

Approval of previous minutes from September 25, 2025 Special Meeting.

Motion: Fisher

Support: Smith

Approved: All in favor

Steve from Performance Engineers gave an update on the sewer project and change orders.

Bills – 12 invoices for a total of \$17,338.98 & payroll for November 2024 – October 14, 2025.

Motion: Fisher

Support: Hutchison

Approved: All in favor

Requesting a breakdown of the Plante Moran bill be presented at the November board meeting and where do we stand on the 4 items in the engagement letter.

Treasurer report – Pool account balanced through September. KCI bill for \$2,980.72 for winter taxes. Need to pay \$2,151.40 upfront for postage. Check with KCI to see if they can group tax bills for the same person together to save on postage.

Motion: Smith

Support: Hutchison

Approved: All in favor

Correspondence - 2

DDA – continuing to work on safe pathway.

Airport – provided training space for several different sheriff and police departments. The contractors did a nice job on terminal building.

FOIA - 2

Library – Helen Miller, board of trustees reported on events for October and November. Christmas in Indian River will be November 28. Plans for the reading garden include breaking ground in the spring.

Parks – both scoreboards are here and being installed. Remaining grant money to be spent on updating to LED lights. Hoodies have been ordered for parks employees. The new dumpster is ready. A new employee hired for fall cleanup. Parks meeting on 11/4 will be in the library due to elections.

Police – Chief Gordon Temple reported that they are still looking for another police officer. Grant money has been made available for the police academy. The boilers will need to be replumbed for about \$800 so they do not receive water softener water.

Old business:

Update on airport water damage claim – the terminal building has been completed. The airport has some ideas to increase usage. Total received on insurance claim \$23,257 (total claim \$24,257, less \$1,000 deductible). Ask the auditors how this can be presented in financial reports. Currently most of the revenue shows up in one fiscal year and most of the expenses in a different fiscal year.

Library quit claim deed signed and notarized.

Update on health insurance policy for deceased employees. FOP letter of understanding to be added to their contract. Township will piggyback off that letter. Tabled to November.

Transient merchant ordinance, updated application and guidelines. A handout was given to board members for review. Attorney review will be needed. Tabled to November.

Pumps & communications lift stations transfer from RRI \$42,189.91 to sewer pool.

Motion: Fisher

Support: Hutchison

Approved: All in favor

Update on WWTP well pump replacement – To accept the estimate for \$22,976.00 from Ramsby Drilling, Inc.

Motion: Fisher

Support: Hutchison

Approved: All in favor

Transfer funds for 2 quarterly RRI payments for a total of \$14,440 from Addtl REU monies.

Motion: Smith

Support: Hutchison

Approved: All in favor

RFP for legal – submit last years RFP again this time for 3 years.

Motion: Smith

Support: Hutchison

Approved: All in favor

RFP for O&M (separate contracts for WWTP expansion, consulting)

Bring back an official proposal for the November meeting with the \$3,000 increase per month for O&M. (New rate \$9,800 per month.)

RFB for WWTP cold storage – bring back to November meeting.

Contract for WWTP rapid infiltration basins cleanout for 3 ribs this fall. Award the contract to GFL and take the money from Addtl REU.

Motion: Fisher

Support: Smith

Approved: All in favor

New business:

250<sup>th</sup> Celebration. For the subcommittee have a representative from the DDA, parks, chamber, school, and member from the general public. (current budget \$15,000)

Motion: Fisher

Support: Smith

Approved: All in favor

Sewer construction bills & change orders – Phase I, Phase II, WWTP.

Elmer's - \$125,981.20

Grand Traverse Construction - \$248,740.61

Matt's Underground - \$84,437.28

Walton Contracting - \$138,202.11

Performance Engineers, Inc. - \$43,757.25

Change orders #3 for Elmer's, #5 for Matt's, and #1 Waltons.

Motion: Smith

Support: Hutchison

Approved: All in favor

Sewer rate study proposal – to hire Bendzinski & Co. for sewer rate and special assessment analysis. For 2025, \$9,750 from Addtl REU. Start working on proposal as soon as Bendzinski can schedule the meeting. Maybe have a special meeting or workshop for the whole board can be included.

Motion: Smith

Support: Fisher

Approved: All in favor

Charter franchise renewal – received letter of intent to renew that expires in July, 2028.

DDA bylaw changes included changes of requirement of a resident within the district, added requirement of taking the oath of office, added the number of years in a term of office, and removal of requirement that members may not serve in the same office for more than two consecutive terms and added a timeline if election is missed in May.

Motion: Hutchison

Support: Smith

Approved: All in favor

Public comments (3 minutes per individual)

Update on county planning commission survey for Cheboygan County.

Board comments – none.

Motion to adjourn at 8:49 pm.

Motion: Smith

Approved: All in favor

Recording Secretary, Chris Green

Respectfully submitted,

Laura Decker, Clerk

Trudy Maves, Supervisor

## Reports

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

INVOICE REGISTER REPORT FOR TUSCARORA TOWNSHIP  
EXP CHECK RUN DATES 10/15/2025 - 12/07/2025  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN  
BANK CODE: POOL

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
11591	JANET MYERSON	10/31/2025	11/06/2025	145.57	145.57	Open	N
11594	ANAVON TECHNOLOGY GROUP	11/01/2025	11/01/2025	454.98	454.98	Open	N
11595	CONSUMERS ENERGY	10/27/2025	11/19/2025	37.86	37.86	Open	N
11596	CONSUMERS ENERGY	10/27/2025	11/19/2025	117.37	117.37	Open	N
11597	CONSUMERS ENERGY	10/27/2025	11/19/2025	40.16	40.16	Open	N
11598	CONSUMERS ENERGY	10/27/2025	11/19/2025	59.03	59.03	Open	N
11599	CONSUMERS ENERGY	10/27/2025	11/19/2025	31.50	31.50	Open	N
11600	CONSUMERS ENERGY	10/27/2025	11/19/2025	83.96	83.96	Open	N
11601	CONSUMERS ENERGY	10/27/2025	11/19/2025	29.07	29.07	Open	N
11602	CONSUMERS ENERGY	10/27/2025	11/19/2025	33.32	33.32	Open	N
11603	CONSUMERS ENERGY	10/27/2025	11/19/2025	36.58	36.58	Open	N
11604	PITNEY BOWES PURCHASE POWER	10/26/2025	11/23/2025	1,360.07	1,360.07	Open	N
11605	DTE ENERGY	10/29/2025	11/20/2025	10.65	10.65	Open	N
11606	DTE ENERGY	10/29/2025	11/20/2025	352.90	352.90	Open	N
11610	UPTIME TECHNOLOGY MANAGEMENT	11/01/2025	11/03/2025	222.27	222.27	Open	N
11612	AUTO VALUE	10/14/2025	11/13/2025	11.99	11.99	Open	N
11614	AUTO VALUE	10/21/2025	11/20/2025	9.19	9.19	Open	N
11615	PROPANE PLUS INC	10/17/2025	10/27/2025	1,215.79	1,215.79	Open	N
11616	GINOP SALES, INC.	10/17/2025	11/16/2025	195.98	195.98	Open	N
11617	INDIAN RIVER LUMBER & HARDWARE	10/30/2025	11/10/2025	25.24	25.24	Open	N
11618	HARRELL'S LLC	10/14/2025	11/13/2025	5,188.33	5,188.33	Open	N
11619	HARRELL'S LLC	10/14/2025	11/13/2025	89.10	89.10	Open	N
11620	INDIAN RIVER LUMBER & HARDWARE	10/14/2025	11/10/2025	3.98	3.98	Open	N
11621	INDIAN RIVER LUMBER & HARDWARE	11/04/2025	12/10/2025	14.99	14.99	Open	N
11622	CHASKEY'S SEPTIC SERVICE, INC.	11/01/2025	11/01/2025	200.00	200.00	Open	N
11623	POLLARD'S QUICK LUBE	10/15/2025	11/14/2025	40.00	40.00	Open	N
11624	INDIAN RIVER LUMBER & HARDWARE	11/03/2025	12/10/2025	37.98	37.98	Open	N
11625	INDIAN RIVER LUMBER & HARDWARE	10/17/2025	11/10/2025	85.94	85.94	Open	N
11626	INDIAN RIVER LUMBER & HARDWARE	10/10/2025	11/10/2025	7.39	7.39	Open	N
11627	INDIAN RIVER LUMBER & HARDWARE	10/17/2025	11/10/2025	22.48	22.48	Open	N
11628	BRUCE THOMPSON	11/05/2025	11/06/2025	1,772.00	1,772.00	Open	N
11629	UPTIME TECHNOLOGY MANAGEMENT	11/01/2025	11/03/2025	282.82	282.82	Open	N
11630	KIRTLAND COMM. COLLEGE	11/04/2025	12/01/2025	1,500.00	1,500.00	Open	N
11631	NORTHERN LANDSCAPE LLC	10/17/2025	11/16/2025	2,000.00	2,000.00	Open	N
11582	CONSUMERS ENERGY	10/26/2025	11/18/2025	37.20	37.20	Open	N
11518	AMERICAN LEGAL PUBLISHING CORP	10/09/2025	10/09/2025	450.00	450.00	Open	N
11523	TONY'S EQUIPMENT REPAIR LLC	10/13/2025	11/12/2025	533.38	533.38	Open	N
11528	USA BLUE BOOK	10/07/2025	11/06/2025	36.91	36.91	Open	N
11529	TODD'S SERVICES, INC.	10/13/2025	11/12/2025	2,400.00	2,400.00	Open	N
11559	TANNER ELECTRIC, INC.	09/04/2025	09/04/2025	149.00	149.00	Open	N
11564	MCCARDEL CULLIGAN	09/11/2025	10/11/2025	1.00	1.00	Open	N
11565	MCCARDEL CULLIGAN	07/11/2025	08/10/2025	1.00	1.00	Open	N
11566	USA BLUE BOOK	10/23/2025	11/22/2025	911.35	911.35	Open	N
11569	MEAD & HUNT	10/21/2025	11/20/2025	7,287.17	7,287.17	Open	N
11570	CLASSIC CLEANING	10/31/2025	11/29/2025	980.00	980.00	Open	N
11571	STANDARD ELECTRIC COMPANY	10/17/2025	11/16/2025	375.00	375.00	Open	N
11572	CHEBOYGAN COUNTY RD COMMISSION	09/17/2025	10/16/2025	473.13	473.13	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
11573	MUNICIPAL UNDERWRITERS	10/29/2025	11/28/2025	305.00	305.00	Open	N
11574	CHEBOYGAN COUNTY RD COMMISSION	10/23/2025	12/07/2025	21,039.62	21,039.62	Open	N
11575	HAVILAND PRODUCTS COMPANY	10/28/2025	11/27/2025	1,682.80	1,682.80	Open	N
11589	BRIDGEWATER EXCAVATING	10/28/2025	11/27/2025	450.00	450.00	Open	N
11592	GFL ENVIRONMENTAL/NORTHERN A-1	10/29/2025	11/28/2025	24,898.52	24,898.52	Open	N
11593	GFL ENVIRONMENTAL/NORTHERN A-1	10/29/2025	11/28/2025	2,416.84	2,416.84	Open	N
11607	MEAD & HUNT	11/04/2025	12/03/2025	8,913.49	8,913.49	Open	N
11608	USIC RECEIVABLES, LLC	10/31/2025	11/30/2025	294.70	294.70	Open	N
# of Invoices:	55	# Due:	55	Totals:	89,354.60		
# of Credit Memos:	0	# Due:	0	Totals:	0.00		
Net of Invoices and Credit Memos:					89,354.60		
---					89,354.60		
TOTALS BY FUND ---							
101 - GENERAL FUND							
				37,379.78	37,379.78		
207 - POLICE FUND				2,220.24	2,220.24		
219 - STREET LIGHTING FUND				83.96	83.96		
248 - DOWNTOWN DEVELOPMENT AUTHOR				37.20	37.20		
271 - LIBRARY FUND				631.16	631.16		
282 - ARPA FUND				1,226.93	1,226.93		
502 - BOAT LAUNCH				31.50	31.50		
590 - SEWER FUND				47,743.83	47,743.83		
----							
TOTALS BY DEPT/ACTIVITY ---							
000 -							
101 - TOWNSHIP BOARD				11,955.33	11,955.33		
262 - ELECTIONS				942.27	942.27		
265 - BUILDING AND GROUNDS				1,360.07	1,360.07		
301 - POLICE				596.87	596.87		
446 - ROADS STREETS BRIDGES				1,595.24	1,595.24		
448 - STREET LIGHTING				21,512.75	21,512.75		
536 - WATER AND SEWER SYSTEMS				83.96	83.96		
567 - CEMETERY				36,413.50	36,413.50		
595 - AIRPORT				4,651.07	4,651.07		
728 - DDA				182.32	182.32		
751 - PARKS AND RECREATION				37.20	37.20		
756 - BOAT LAUNCH				9,361.36	9,361.36		
790 - LIBRARY				31.50	31.50		
				631.16	631.16		

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank NRR11 PNC RRI SEWER PHASE 1					
10/15/2025	NRR11	0(E)	00574	USDA RURAL DEVELOPMENT	30,415.00
NRR11 TOTALS:					
Total of 1 Checks:					30,415.00
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					30,415.00
Bank NRR12 PNC PHASE 2 SEWER RRI					
10/15/2025	NRR12	0(E)	00574	USDA RURAL DEVELOPMENT	5,780.31
NRR12 TOTALS:					
Total of 1 Checks:					5,780.31
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					5,780.31
Bank POOL GENERAL - ALL					
10/10/2025	POOL	228(E)	00776	GOOGLE WORKSPACE	253.20
10/10/2025	POOL	229(E)	00749	UPTIME TECHNOLOGY MANAGEMENT	505.09
10/10/2025	POOL	230(E)	00316	MICHIGAN DEPARTMENT OF TREASURY	191.21
10/10/2025	POOL	36789	00867	AMY DIEHL	100.00
10/10/2025	POOL	36790	00765	ANAVON TECHNOLOGY GROUP	554.88
10/10/2025	POOL	36791	00815	AUTO VALUE	209.73
10/10/2025	POOL	36792	00442	BRUCE THOMPSON	700.00
10/10/2025	POOL	36793	00108	CHASKEY'S SEPTIC SERVICE, INC.	1,600.00
10/10/2025	POOL	36794	00136	CONSUMERS ENERGY	2,400.01
10/10/2025	POOL	36795	00164	DTE ENERGY	272.10
10/10/2025	POOL	36796	00176	EMMET COUNTY	165.60
10/10/2025	POOL	36797	00199	GINOP SALES, INC.	1,763.97
10/10/2025	POOL	36798	00208	GRAND TRAVERSE CONSTRUCTION	28,500.23
10/10/2025	POOL	36799	00814	INDIAN RIVER LUMBER & HARDWARE	582.21
10/10/2025	POOL	36800	00814	VOID	0.00 V
10/10/2025	POOL	36801	00265	KALAMAZOO SANITARY SUPPLY, LLC	1,974.73
10/10/2025	POOL	36802	00322	MILAN SUPPLY COMPANY	32.65
10/10/2025	POOL	36803	00380	PITNEY BOWES PURCHASE POWER	251.12
10/10/2025	POOL	36804	00385	POLLARD'S QUICK LUBE	844.05
10/10/2025	POOL	36805	00865	PRO SPORTS EQUIP	7,500.00
10/17/2025	POOL	36806	00836	BLARNEY CASTLE FLEET CARD	1,378.31
10/17/2025	POOL	36807	00126	CLASSIC CLEANING	990.00
10/17/2025	POOL	36808	00520	GFL ENVIRONMENTAL USA INC - TRASH	2,688.48
10/17/2025	POOL	36809	00520	GFL ENVIRONMENTAL USA INC - TRASH	271.37
10/17/2025	POOL	36810	00199	GINOP SALES, INC.	30.00
10/17/2025	POOL	36811	00490	KCI	2,151.40
10/17/2025	POOL	36812	00262	KIRK & HUTH, P.C.	450.00
10/17/2025	POOL	36813	00822	LORI SMITH	243.60
10/17/2025	POOL	36814	00333	M&M PLUMBING	3,581.00
10/17/2025	POOL	36815	00340	MUNICIPAL UNDERWRITERS	308.00
10/17/2025	POOL	36816	00868	PLANTE MORAN	9,855.00
10/17/2025	POOL	36817	00780	PNC VISA	3,697.42
10/17/2025	POOL	36818	00410	SCREENGPHICS	70.50
10/17/2025	POOL	36819	00425	STATE OF MICHIGAN - MDOT	25.00
10/17/2025	POOL	36820	00462	U.S. POSTAL SERVICE	126.00
10/17/2025	POOL	36821	00461	USIC RECEIVABLES, LLC	284.37
10/17/2025	POOL	36822	00466	VERIZON WIRELESS	122.67 V
10/17/2025	POOL	36823	00475	WINDEMULLER	1,323.34
10/17/2025	POOL	368220	00466	VERIZON WIRELESS	122.67
10/20/2025	POOL	36827	00164	DTE ENERGY	42.59
10/20/2025	POOL	36828	00208	GRAND TRAVERSE CONSTRUCTION	1,682.56
10/20/2025	POOL	36829	00466	VERIZON WIRELESS	122.67 V
10/22/2025	POOL	36830	00588	MESSA	11,406.35
10/24/2025	POOL	231(E)	00024	ALERUS FINANCIAL	137.50
10/24/2025	POOL	232(E)	00339	MUNICIPAL EMP. RETIREMENT	7,955.13
10/24/2025	POOL	36831	00816	4 FRONT CREDIT UNION	75.00
10/24/2025	POOL	36832	00765	ANAVON TECHNOLOGY GROUP	148.10
10/24/2025	POOL	36833	00507	BOOK SYSTEMS, INC.	1,624.00
10/24/2025	POOL	36834	00733	CENGAGE LEARNING INC/GALE	203.18
10/24/2025	POOL	36835	00104	CENTER POINT LARGE PRINT	47.94
10/24/2025	POOL	36836	00126	CLASSIC CLEANING	105.00
10/24/2025	POOL	36837	00136	CONSUMERS ENERGY	94.46
10/24/2025	POOL	36838	00871	GALLS LLC	3,112.95
10/24/2025	POOL	36839	00736	GFL ENVIRONMENTAL/NORTHERN A-1	8,482.31
10/24/2025	POOL	36840	00736	GFL ENVIRONMENTAL/NORTHERN A-1	11,884.96
10/24/2025	POOL	36841	00209	GREAT LAKES ENERGY	17.27



11/06/2025 11:06 AM  
User: DAWN  
DB: Tuscarora

CHECK REGISTER FOR TUSCARORA TOWNSHIP  
CHECK DATE FROM 10/10/2025 - 11/12/2025

Page: 2/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount
10/24/2025	POOL	36842	00685	KELSEY RUTKOWSKI	175.70
10/24/2025	POOL	36843	00598	LEIGH ANN SOCHA	180.00
10/24/2025	POOL	36844	00646	MIDWEST TAPE LLC	361.99
10/24/2025	POOL	36845	00385	POLLARD'S QUICK LUBE	105.07
10/24/2025	POOL	36846	00389	PRESQUE ISLE ELEC. COOP.	110.58
10/24/2025	POOL	36847	00465	VANS BUSINESS MACHINE	149.33
10/24/2025	POOL	36848	00835	VECTOR TECH GROUP	765.59
10/28/2025	POOL	36849	00423	STANDARD INSURANCE COMPANY	416.60
11/01/2025	POOL	36850	00136	CONSUMERS ENERGY	6,127.29
11/01/2025	POOL	36851	00136	VOID	0.00 V
11/01/2025	POOL	36852	00866	UNIVERSAL HANDLING EQUIPMENT CO LLC	1,375.00
11/06/2025	POOL	233(E)	00339	MUNICIPAL EMP. RETIREMENT	6,955.15
11/06/2025	POOL	234(E)	00426	STATE OF MICHIGAN - MESC	500.00

POOL TOTALS:

Total of 69 Checks:	140,484.18
Less 4 Void Checks:	245.34
Total of 65 Disbursements:	140,238.84

Bank SWRC2 PNC SEWER PHASE 2 CONSTRUCTION

10/13/2025	SWRC2	127	00455	TUSCARORA TOWNSHIP	136,622.75
------------	-------	-----	-------	--------------------	------------

SWRC2 TOTALS:

Total of 1 Checks:	136,622.75
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	136,622.75

REPORT TOTALS:

Total of 72 Checks:	313,302.24
Less 4 Void Checks:	245.34
Total of 68 Disbursements:	313,056.90

For Check Dates 10/01/2025 to 10/31/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/23/2025	POOL	36824	MESSA	2,851.56	2,851.56	0.00	Cleared
10/23/2025	POOL	36825	UMB BANK, F/B/O PLANMEMBER	755.00	755.00	0.00	Cleared
10/23/2025	POOL	36826	FRATERNAL ORDER OF POLICE	280.00	280.00	0.00	Cleared
10/23/2025	POOL	DD2988	FISHER, SUSAN	163.08	0.00	143.68	Cleared
10/23/2025	POOL	DD2989	DRALLE, KAREN M	876.95	0.00	692.59	Cleared
10/23/2025	POOL	DD2990	HUTCHISON, JONATHAN T	163.08	0.00	143.68	Cleared
10/23/2025	POOL	DD2991	MAVES, TRUDY	939.69	0.00	791.59	Cleared
10/23/2025	POOL	DD2992	WEBB, DAWN M	192.31	0.00	169.43	Cleared
10/23/2025	POOL	DD2993	DECKER, LAURA L	939.69	0.00	763.30	Cleared
10/23/2025	POOL	DD2994	GREEN, CHRIS	2,400.00	0.00	1,894.80	Cleared
10/23/2025	POOL	DD2995	SMITH, LORI C	1,072.31	0.00	844.44	Cleared
10/23/2025	POOL	DD2996	VALLANCE, RACHEL G	192.31	0.00	169.43	Cleared
10/23/2025	POOL	DD2997	KEIPERT, R DOUGLAS	2,244.16	0.00	1,786.20	Cleared
10/23/2025	POOL	DD2998	BROWN, BRIDGET	560.00	0.00	493.36	Cleared
10/23/2025	POOL	DD2999	MYERSON, JANET C	2,484.80	0.00	1,812.44	Cleared
10/23/2025	POOL	DD3000	CHAMBERLAIN, WALTER C.	2,544.80	0.00	1,739.14	Cleared
10/23/2025	POOL	DD3001	BIUMKE, BRANDON D.	6,086.16	0.00	4,511.60	Cleared
10/23/2025	POOL	DD3002	TEMPLE, JR, GORDON M.	3,230.40	0.00	1,956.86	Cleared
10/23/2025	POOL	DD3003	BRACE, DAWSON	2,924.80	0.00	2,045.93	Cleared
10/23/2025	POOL	DD3004	GOMEZ, OMAR	2,917.30	0.00	2,082.49	Cleared
10/23/2025	POOL	DD3005	ANDERSON, MICKELO M	3,416.60	0.00	2,957.03	Cleared
10/23/2025	POOL	DD3006	LALONDE, STACY A	2,484.80	0.00	1,872.39	Cleared
10/23/2025	POOL	DD3007	JOHNSON, JEFFREY A.	2,484.80	0.00	1,231.25	Cleared
10/23/2025	POOL	DD3008	SCHOEFIELD, DOUGLAS D	2,200.00	0.00	1,508.09	Cleared
10/23/2025	POOL	DD3009	RADLE JR, THOMAS J.	1,600.00	0.00	1,367.41	Cleared
10/23/2025	POOL	DD3010	ZINKE, JAMIE L	1,334.11	0.00	1,093.66	Cleared
10/23/2025	POOL	DD3011	DEWYRE, MASEN	484.95	0.00	427.24	Cleared
10/23/2025	POOL	DD3012	RUTKOWSKI, KELSEY J	1,846.15	0.00	1,483.33	Cleared
10/23/2025	POOL	DD3013	LINTZ, SANDRA L	1,062.00	0.00	845.11	Cleared
10/23/2025	POOL	DD3014	ERDMANN, LORETTA	864.00	0.00	696.21	Cleared

Check Register Report For Tuscarora Township  
For Check Dates 10/01/2025 to 10/31/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/23/2025	POOL	DD3015	AYOTTE, KYLIE H	510.00	0.00	449.31	Cleared
10/23/2025	POOL	DD3016	CONSTANTE, MARIA	770.00	0.00	659.06	Cleared
10/23/2025	POOL	EFT742	INTERNAL REVENUE SERVICE	11,183.88	11,183.88	0.00	Cleared
10/23/2025	POOL	EFT743	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	264.00	264.00	0.00	Cleared
10/23/2025	POOL	EFT744	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	375.00	375.00	0.00	Cleared
10/23/2025	POOL	EFT745	STATE OF MICHIGAN	1,964.42	1,964.42	0.00	Cleared
10/09/2025	POOL	36788	UMB BANK, F/B/O PLANMEMBER	755.00	755.00	0.00	Cleared
10/09/2025	POOL	DD2960	FISHER, SUSAN	163.08	0.00	143.67	Cleared
10/09/2025	POOL	DD2961	DRALLE, KAREN M	916.25	0.00	723.30	Cleared
10/09/2025	POOL	DD2962	HUTCHISON, JONATHAN T	163.08	0.00	143.67	Cleared
10/09/2025	POOL	DD2963	MAVES, TRUDY	939.69	0.00	791.58	Cleared
10/09/2025	POOL	DD2964	WEBB, DAWN M	192.31	0.00	169.42	Cleared
10/09/2025	POOL	DD2965	DECKER, LAURA L	939.69	0.00	763.29	Cleared
10/09/2025	POOL	DD2966	GREEN, CHRIS	2,400.00	0.00	1,894.80	Cleared
10/09/2025	POOL	DD2967	SMITH, LORI C	1,072.31	0.00	844.43	Cleared
10/09/2025	POOL	DD2968	VALLANCE, RACHEL G	192.31	0.00	169.42	Cleared
10/09/2025	POOL	DD2969	KEIPERT, R DOUGLAS	2,244.16	0.00	1,786.20	Cleared
10/09/2025	POOL	DD2970	BROWN, BRIDGET	520.00	0.00	458.12	Cleared
10/09/2025	POOL	DD2971	MYERSON, JANET C	2,484.80	0.00	1,772.44	Cleared
10/09/2025	POOL	DD2972	CHAMBERLAIN, WALTER C.	2,564.80	0.00	1,714.36	Cleared
10/09/2025	POOL	DD2973	BLUMKE, BRANDON D.	3,305.20	0.00	2,311.71	Cleared
10/09/2025	POOL	DD2974	TEMPLE, JR, GORDON M.	3,230.40	0.00	1,956.85	Cleared
10/09/2025	POOL	DD2975	BRACE, DAWSON	2,689.00	0.00	1,848.37	Cleared
10/09/2025	POOL	DD2976	GOMEZ, OMAR	2,634.90	0.00	1,851.23	Cleared
10/09/2025	POOL	DD2977	ANDERSON, MICKEL M	2,484.80	0.00	2,096.12	Cleared
10/09/2025	POOL	DD2978	LALONDE, STACY A	2,484.80	0.00	1,832.38	Cleared
10/09/2025	POOL	DD2979	JOHNSON, JEFFREY A.	2,484.80	0.00	1,231.25	Cleared
10/09/2025	POOL	DD2980	SCHOFIELD, DOUGLAS D	2,200.00	0.00	1,508.09	Cleared
10/09/2025	POOL	DD2981	RADLE JR, THOMAS J.	1,600.00	0.00	1,367.41	Cleared
10/09/2025	POOL	DD2982	ZINKE, JAMIE L	1,360.10	0.00	1,113.45	Cleared

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit Status
10/09/2025	POOL	DD2983	RUTKOWSKI, KELSEY J	1,846.15	0.00	1,483.33 Cleared
10/09/2025	POOL	DD2984	LINTZ, SANDRA L	1,071.00	0.00	853.03 Cleared
10/09/2025	POOL	DD2985	ERDMANN, LORETTA	864.00	0.00	696.22 Cleared
10/09/2025	POOL	DD2986	AYOTTE, KYLIE H	570.00	0.00	502.16 Cleared
10/09/2025	POOL	DD2987	CONSTANTE, MARIA	721.00	0.00	620.79 Cleared
10/09/2025	POOL	EFT738	INTERNAL REVENUE SERVICE	10,079.16	10,079.16	0.00 Cleared
10/09/2025	POOL	EFT739	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	264.00	264.00	0.00 Cleared
10/09/2025	POOL	EFT740	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	375.00	375.00	0.00 Cleared
10/09/2025	POOL	EFT741	STATE OF MICHIGAN	1,766.77	1,766.77	0.00 Cleared
Totals:			Number of Checks: 069	124,241.67	30,913.79	69,278.14
			Total Physical Checks: 4			
			Total Check Stubs: 65			

For Check Dates 11/01/2024 to 01/01/2025

Check Date	Bank	Check Number	Check Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/19/2024	POOL	35978	VALLANCE, RACHEL G	192.31	169.43	0.00	Cleared
12/19/2024	POOL	35979	MESSA	3,505.12	3,505.12	0.00	Cleared
12/19/2024	POOL	35980	MICHIGAN STATE DISBURSEMENT UNIT	141.38	141.38	0.00	Cleared
12/19/2024	POOL	35981	UMB BANK, F/B/O PLANMEMBER	620.00	620.00	0.00	Cleared
12/19/2024	POOL	DD2371	FISHER, SUSAN	163.08	0.00	143.67	Cleared
12/19/2024	POOL	DD2372	DRALLE, KAREN M	1,026.00	0.00	807.10	Cleared
12/19/2024	POOL	DD2373	HUTCHISON, JONATHAN T	163.08	0.00	143.67	Cleared
12/19/2024	POOL	DD2374	MAVES, TRUDY	939.69	0.00	827.87	Cleared
12/19/2024	POOL	DD2375	WEBB, DAWN M	192.31	0.00	169.43	Cleared
12/19/2024	POOL	DD2376	DECKER, LAURA L	939.69	0.00	790.06	Cleared
12/19/2024	POOL	DD2377	GREEN, CHRIS	2,385.00	0.00	1,890.29	Cleared
12/19/2024	POOL	DD2378	SMITH, LORI C	1,072.31	0.00	842.33	Cleared
12/19/2024	POOL	DD2379	KEIPERT, R DOUGLAS	2,168.27	0.00	1,726.37	Cleared
12/19/2024	POOL	DD2380	MYERSON, JANET C	2,463.60	0.00	1,789.53	Cleared
12/19/2024	POOL	DD2381	CHAMBERLAIN, WALTER C.	2,469.60	0.00	1,757.72	Cleared
12/19/2024	POOL	DD2382	BLUMKE, BRANDON D.	2,708.80	0.00	1,948.77	Cleared
12/19/2024	POOL	DD2383	DIEHL, CHRISTOPHER V	2,389.60	0.00	1,686.84	Cleared
12/19/2024	POOL	DD2384	TEMPLE, JR, GORDON M.	3,153.60	0.00	1,927.18	Cleared
12/19/2024	POOL	DD2385	BRACE, DAWSON	2,870.60	0.00	1,988.43	Cleared
12/19/2024	POOL	DD2386	GOMEZ, OMAR	2,199.20	0.00	1,513.81	Cleared
12/19/2024	POOL	DD2387	ANDERSON, MICKELO M	2,399.60	0.00	2,107.70	Cleared
12/19/2024	POOL	DD2388	LALONDE, STACY A	2,389.60	0.00	1,903.96	Cleared
12/19/2024	POOL	DD2389	JOHNSON, JEFFREY A.	2,389.60	0.00	1,340.52	Cleared
12/19/2024	POOL	DD2390	SCHOFIELD, DOUGLAS D	2,115.38	0.00	1,449.65	Cleared
12/19/2024	POOL	DD2391	RADLE JR, THOMAS J.	1,538.46	0.00	1,315.60	Cleared
12/19/2024	POOL	DD2392	RENAUD, DENNIS E	795.24	0.00	535.85	Cleared
12/19/2024	POOL	DD2393	RUTKOWSKI, KELSEY J	1,730.77	0.00	1,393.43	Cleared
12/19/2024	POOL	DD2394	LINTZ, SANDRA L	969.00	0.00	762.84	Cleared
12/19/2024	POOL	DD2395	ERDMANN, LORETTA	680.00	0.00	554.10	Cleared
12/19/2024	POOL	DD2396	MARTENS, VIRGINIA	714.00	0.00	613.78	Cleared

For Check Dates 11/01/2024 to 01/01/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/19/2024	POOL	DD2397	STRADLING, ANTIONETTE	754.50	0.00	664.71	Cleared
12/19/2024	POOL	DD2398	RENAUD, DENNIS E	853.92	0.00	581.68	Cleared
12/19/2024	POOL	EFT641	INTERNAL REVENUE SERVICE	9,646.60	9,646.60	0.00	Cleared
12/19/2024	POOL	EFT642	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	507.70	507.70	0.00	Cleared
12/19/2024	POOL	EFT643	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	520.00	520.00	0.00	Cleared
12/19/2024	POOL	EFT644	STATE OF MICHIGAN	1,743.83	1,743.83	0.00	Cleared
12/19/2024	POOL	EFT647	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	253.85	253.85	0.00	Cleared
12/19/2024	POOL	EFT648	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	260.00	260.00	0.00	Cleared
12/05/2024	POOL	35924	HUTCHISON, JONATHAN T	122.31	107.76	0.00	Cleared
12/05/2024	POOL	35925	MAVES, TRUDY	939.69	827.86	0.00	Cleared
12/05/2024	POOL	35926	SMITH, LORI C	1,072.31	842.34	0.00	Cleared
12/05/2024	POOL	35927	MICHIGAN STATE DISBURSEMENT UNIT	141.38	141.38	0.00	Cleared
12/05/2024	POOL	35928	UMB BANK, F/B/O PLANMEMBER	620.00	620.00	0.00	Cleared
12/05/2024	POOL	35929	FRATERNAL ORDER OF POLICE	360.00	360.00	0.00	Cleared
12/05/2024	POOL	DD2346	FISHER, SUSAN	163.08	0.00	143.68	Cleared
12/05/2024	POOL	DD2347	DRALLE, KAREN M	810.00	0.00	638.75	Cleared
12/05/2024	POOL	DD2348	VANCE, JANET M	40.77	0.00	35.92	Cleared
12/05/2024	POOL	DD2349	DECKER, LAURA L	704.77	0.00	606.58	Cleared
12/05/2024	POOL	DD2350	REIDSMA, JAY D	234.92	0.00	206.97	Cleared
12/05/2024	POOL	DD2351	GREEN, CHRIS	2,400.00	0.00	1,900.21	Cleared
12/05/2024	POOL	DD2352	KEIPERT, R DOUGLAS	2,168.27	0.00	1,726.37	Cleared
12/05/2024	POOL	DD2353	MYERSON, JANET C	2,457.60	0.00	1,745.55	Cleared
12/05/2024	POOL	DD2354	CHAMBERLAIN, WALTER C.	2,816.05	0.00	1,981.36	Cleared
12/05/2024	POOL	DD2355	BLUMKE, BRANDON D.	3,770.32	0.00	2,610.43	Cleared
12/05/2024	POOL	DD2356	DIEHL, CHRISTOPHER V	2,748.04	0.00	1,919.61	Cleared
12/05/2024	POOL	DD2357	TEMPLE, JR, GORDON M.	3,153.60	0.00	1,927.20	Cleared
12/05/2024	POOL	DD2358	BRACE, DAWSON	2,592.90	0.00	1,756.75	Cleared
12/05/2024	POOL	DD2359	GOMEZ, OMAR	2,199.20	0.00	1,473.81	Cleared
12/05/2024	POOL	DD2360	ANDERSON, MICKELO M	6,718.17	0.00	5,293.41	Cleared
12/05/2024	POOL	DD2361	LALONDE, STACY A	6,389.60	0.00	4,695.37	Cleared

For Check Dates 11/01/2024 to 01/01/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit Status
12/05/2024	POOL	DD2362	JOHNSON, JEFFREY A.	2,389.60	0.00	1,300.52 Cleared
12/05/2024	POOL	DD2363	SCHOFIELD, DOUGLAS D	2,115.38	0.00	1,449.65 Cleared
12/05/2024	POOL	DD2364	RADLE JR, THOMAS J.	1,538.46	0.00	1,315.61 Cleared
12/05/2024	POOL	DD2365	RENAUD, DENNIS E	1,557.18	0.00	1,119.95 Cleared
12/05/2024	POOL	DD2366	RUTKOWSKI, KELSEY J	1,730.77	0.00	1,393.42 Cleared
12/05/2024	POOL	DD2367	LINTZ, SANDRA L	901.00	0.00	702.94 Cleared
12/05/2024	POOL	DD2368	ERDMANN, LORETTA	796.11	0.00	642.46 Cleared
12/05/2024	POOL	DD2369	MARTENS, VIRGINIA	854.00	0.00	723.12 Cleared
12/05/2024	POOL	DD2370	STRADLING, ANTIONETTE	851.25	0.00	749.06 Cleared
12/05/2024	POOL	EFT639	INTERNAL REVENUE SERVICE	12,825.95	12,825.95	0.00 Cleared
12/05/2024	POOL	EFT640	STATE OF MICHIGAN	2,179.97	2,179.97	0.00 Cleared
12/05/2024	POOL	EFT645	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	253.85	253.85	0.00 Cleared
12/05/2024	POOL	EFT646	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	260.00	260.00	0.00 Cleared
11/21/2024	POOL	35901	BELL, REBECCA J	170.00	162.77	0.00 Cleared
11/21/2024	POOL	35902	DAVIS, DARYL R	470.00	470.00	0.00 Cleared
11/21/2024	POOL	35903	DAVIS, VIRGINIA F	450.00	413.95	0.00 Cleared
11/21/2024	POOL	35904	MESSA	3,288.60	3,288.60	0.00 Cleared
11/21/2024	POOL	35905	MICHIGAN STATE DISBURSEMENT UNIT	141.38	141.38	0.00 Cleared
11/21/2024	POOL	35906	UMB BANK, F/B/O PLANMEMBER	620.00	620.00	0.00 Cleared
11/21/2024	POOL	DD2299	KRAMER, ROBERT A	939.69	0.00	690.05 Cleared
11/21/2024	POOL	DD2300	DILLAHA, JANICE A	1,072.19	0.00	901.40 Cleared
11/21/2024	POOL	DD2301	DRALLE, KAREN M	1,037.01	0.00	815.47 Cleared
11/21/2024	POOL	DD2302	PEARSON, KIMBERLY	163.08	0.00	143.68 Cleared
11/21/2024	POOL	DD2303	GRANDY, AMY	1,219.30	0.00	1,004.20 Cleared
11/21/2024	POOL	DD2304	VANCE, JANET M	163.08	0.00	143.68 Cleared
11/21/2024	POOL	DD2305	ODENWALD, RONALD	192.31	0.00	169.43 Cleared
11/21/2024	POOL	DD2306	REIDSWA, JAY D	939.69	0.00	827.87 Cleared
11/21/2024	POOL	DD2307	GREEN, CHRIS	2,591.25	0.00	2,026.62 Cleared
11/21/2024	POOL	DD2308	PASSINO, PENNY	643.75	0.00	567.14 Cleared
11/21/2024	POOL	DD2309	PARROTTINO, KRIS	192.31	0.00	169.43 Cleared

For Check Dates 11/01/2024 to 01/01/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/21/2024	POOL	DD2310	KEIPERT, R DOUGLAS	2,168.27	0.00	1,726.36	Cleared
11/21/2024	POOL	DD2311	BROWN, BRIDGET	560.00	0.00	493.36	Cleared
11/21/2024	POOL	DD2312	MYERSON, JANET C	2,469.60	0.00	1,799.96	Cleared
11/21/2024	POOL	DD2313	CHAMBERLAIN, WALTER C.	2,411.60	0.00	1,723.06	Cleared
11/21/2024	POOL	DD2314	BLUMKE, BRANDON D.	2,698.80	0.00	1,945.06	Cleared
11/21/2024	POOL	DD2315	DIEHL, CHRISTOPHER V	2,389.60	0.00	1,696.31	Cleared
11/21/2024	POOL	DD2316	TEMPLE, JR, GORDON M.	3,153.60	0.00	1,935.42	Cleared
11/21/2024	POOL	DD2317	BRACE, DAWSON	3,574.25	0.00	2,464.17	Cleared
11/21/2024	POOL	DD2318	GOMEZ, OMAR	2,209.20	0.00	1,539.57	Cleared
11/21/2024	POOL	DD2319	ANDERSON, MICKELO M	2,401.60	0.00	2,109.46	Cleared
11/21/2024	POOL	DD2320	LALONDE, STACY A	2,389.60	0.00	1,903.95	Cleared
11/21/2024	POOL	DD2321	JOHNSON, JEFFREY A.	2,389.60	0.00	1,349.99	Cleared
11/21/2024	POOL	DD2322	SCHOFIELD, DOUGLAS D	2,115.38	0.00	1,452.98	Cleared
11/21/2024	POOL	DD2323	RADLE JR, THOMAS J.	1,538.46	0.00	1,315.61	Cleared
11/21/2024	POOL	DD2324	RUTKOWSKI, KELSEY J	1,730.77	0.00	1,393.43	Cleared
11/21/2024	POOL	DD2325	LINTZ, SANDRA L	850.00	0.00	658.00	Cleared
11/21/2024	POOL	DD2326	ERDMANN, LORETTA	561.00	0.00	461.22	Cleared
11/21/2024	POOL	DD2327	MARTENS, VIRGINIA	714.00	0.00	613.78	Cleared
11/21/2024	POOL	DD2328	STRADLING, ANTIONETTE	711.75	0.00	627.05	Cleared
11/21/2024	POOL	DD2329	BOWERS, WILLIAM J	500.00	0.00	478.75	Cleared
11/21/2024	POOL	DD2330	BOWERS, VICKI L.	400.00	0.00	383.00	Cleared
11/21/2024	POOL	DD2331	FORSTER, VIKKI L.	100.00	0.00	100.00	Cleared
11/21/2024	POOL	DD2332	WESTERHOF, CAROL A	187.50	0.00	179.53	Cleared
11/21/2024	POOL	DD2333	WESTERHOF, DONALD E	262.50	0.00	251.34	Cleared
11/21/2024	POOL	DD2334	SCHEPPERLEY, KATELYN	262.50	0.00	251.34	Cleared
11/21/2024	POOL	DD2335	COOLEY, MARY E	345.00	0.00	345.00	Cleared
11/21/2024	POOL	DD2336	MYERSON, JANET C	2,509.08	0.00	1,940.51	Cleared
11/21/2024	POOL	DD2337	CHAMBERLAIN, WALTER C.	2,509.08	0.00	1,962.49	Cleared
11/21/2024	POOL	DD2338	BLUMKE, BRANDON D.	2,760.24	0.00	2,065.56	Cleared
11/21/2024	POOL	DD2339	DIEHL, CHRISTOPHER V	2,509.08	0.00	2,002.48	Cleared



Check Register Report For Tuscarora Township  
For Check Dates 11/01/2024 to 01/01/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/21/2024	POOL	DD2340	TEMPLE, JR, GORDON M.	3,311.28	0.00	2,429.80	Cleared
11/21/2024	POOL	DD2341	BRACE, DAWSON	1,891.08	0.00	1,515.42	Cleared
11/21/2024	POOL	DD2342	ANDERSON, MICKELLO M	2,509.08	0.00	2,237.96	Cleared
11/21/2024	POOL	DD2343	LALONDE, STACY A	2,509.08	0.00	2,002.49	Cleared
11/21/2024	POOL	DD2344	JOHNSON, JEFFREY A.	2,509.08	0.00	1,942.48	Cleared
11/21/2024	POOL	DD2345	RENAUD, DENNIS E	1,293.84	0.00	870.75	Cleared
11/21/2024	POOL	EFT635	INTERNAL REVENUE SERVICE	16,354.38	16,354.38	0.00	Cleared
11/21/2024	POOL	EFT636	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	253.85	253.85	0.00	Cleared
11/21/2024	POOL	EFT637	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	260.00	260.00	0.00	Cleared
11/21/2024	POOL	EFT638	STATE OF MICHIGAN	2,949.60	2,949.60	0.00	Cleared
11/07/2024	POOL	35856	MICHIGAN STATE DISBURSEMENT UNIT	141.38	141.38	0.00	Cleared
11/07/2024	POOL	35857	UMB BANK, F/B/O PLANMEMBER	620.00	620.00	0.00	Cleared
11/07/2024	POOL	35858	FRATERNAL ORDER OF POLICE	360.00	360.00	0.00	Cleared
11/07/2024	POOL	DD2268	KRAMER, ROBERT A	939.69	0.00	690.04	Cleared
11/07/2024	POOL	DD2269	DILLAHA, JANICE A	1,072.19	0.00	901.40	Cleared
11/07/2024	POOL	DD2270	DRALLE, KAREN M	736.56	0.00	581.42	Cleared
11/07/2024	POOL	DD2271	PEARSON, KIMBERLY	163.08	0.00	143.67	Cleared
11/07/2024	POOL	DD2272	GRANDY, AMY	1,241.50	0.00	1,021.08	Cleared
11/07/2024	POOL	DD2273	VANCE, JANET M	163.08	0.00	143.67	Cleared
11/07/2024	POOL	DD2274	ODENWALD, RONALD	192.31	0.00	169.43	Cleared
11/07/2024	POOL	DD2275	REIDSMA, JAY D	939.69	0.00	827.86	Cleared
11/07/2024	POOL	DD2276	GREEN, CHRIS	2,788.66	0.00	2,157.12	Cleared
11/07/2024	POOL	DD2277	PASSINO, PENNY	137.50	0.00	121.14	Cleared
11/07/2024	POOL	DD2278	PARROTTINO, KRIS	192.31	0.00	169.43	Cleared
11/07/2024	POOL	DD2279	KEIPERT, R DOUGLAS	2,168.27	0.00	1,726.37	Cleared
11/07/2024	POOL	DD2280	BROWN, BRIDGET	640.00	0.00	563.84	Cleared
11/07/2024	POOL	DD2281	MYERSON, JANET C	2,995.26	0.00	2,107.43	Cleared
11/07/2024	POOL	DD2282	CHAMBERLAIN, WALTER C.	2,448.60	0.00	1,711.21	Cleared
11/07/2024	POOL	DD2283	BLUMKE, BRANDON D.	2,755.09	0.00	2,183.65	Cleared
11/07/2024	POOL	DD2284	DIEHL, CHRISTOPHER V	2,389.60	0.00	1,656.31	Cleared

For Check Dates 11/01/2024 to 01/01/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/07/2024	POOL	DD2285	TEMPLE, JR, GORDON M.	3,153.60	0.00	1,935.43	Cleared
11/07/2024	POOL	DD2286	BRACE, DAWSON	2,711.95	0.00	1,854.18	Cleared
11/07/2024	POOL	DD2287	GOMEZ, OMAR	2,199.20	0.00	1,491.96	Cleared
11/07/2024	POOL	DD2288	ANDERSON, MICKELO M	2,871.65	0.00	2,483.57	Cleared
11/07/2024	POOL	DD2289	LALONDE, STACY A	2,389.60	0.00	1,863.95	Cleared
11/07/2024	POOL	DD2290	JOHNSON, JEFFREY A.	2,389.60	0.00	1,309.99	Cleared
11/07/2024	POOL	DD2291	SCHOFIELD, DOUGLAS D	2,115.38	0.00	1,452.98	Cleared
11/07/2024	POOL	DD2292	RADLE JR, THOMAS J.	1,538.46	0.00	1,315.61	Cleared
11/07/2024	POOL	DD2293	RENAUD, DENNIS E	1,429.65	0.00	960.52	Cleared
11/07/2024	POOL	DD2294	RUTKOWSKI, KELSEY J	1,730.77	0.00	1,393.42	Cleared
11/07/2024	POOL	DD2295	LINTZ, SANDRA L	1,015.75	0.00	804.03	Cleared
11/07/2024	POOL	DD2296	ERDMANN, LORETTA	620.50	0.00	507.70	Cleared
11/07/2024	POOL	DD2297	MARTENS, VIRGINIA	756.00	0.00	646.59	Cleared
11/07/2024	POOL	DD2298	STRADLING, ANTIONETTE	840.00	0.00	740.04	Cleared
11/07/2024	POOL	EFT631	INTERNAL REVENUE SERVICE	10,417.52	10,417.52	0.00	Cleared
11/07/2024	POOL	EFT632	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	253.85	253.85	0.00	Cleared
11/07/2024	POOL	EFT633	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	260.00	260.00	0.00	Cleared
11/07/2024	POOL	EFT634	STATE OF MICHIGAN	1,898.73	1,898.73	0.00	Cleared

## Totals:

292,095.74

74,653.03

162,497.24

Number of Checks: 168

Total Physical Checks:

19

Total Check Stubs:

149

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE		ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	10/31/2025 NORMAL (ABNORMAL)	10/31/2025 INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE (ABNORMAL)		
Fund 101 - GENERAL FUND								
Revenues								
Dept 000								
101-000-402.00	PROPERTY TAXES	310,000.00	201.58	0.00	0.00	309,798.42	0.07	
101-000-410.00	CURRENT PP TAX	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-412.00	DELINQUENT PERSONAL PROPERTY TAX	200.00	0.00	0.00	0.00	200.00	0.00	
101-000-426.00	SWAMP TAX/STATE LAND TAX	10,200.00	0.00	0.00	0.00	10,200.00	0.00	
101-000-434.00	TRAILER PARK FEES	200.00	127.50	225.00	0.00	72.50	63.75	
101-000-445.00	PENALTIES ON TAXES	500.00	0.00	0.00	0.00	500.00	0.00	
101-000-447.00	TAX ADMINISTRATION FEE	100,000.00	984.02	136.00	0.00	99,015.98	0.98	
101-000-448.00	STATE REIM. SUMMER TAX	9,200.00	0.00	0.00	0.00	9,200.00	0.00	
101-000-451.00	SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-477.00	CABLE FRANCHISE FEES	4,800.00	1,102.34	0.00	0.00	3,697.66	22.97	
101-000-491.00	CEMETERY FEES - OPEN & CLOSE	6,000.00	4,500.00	1,150.00	0.00	1,500.00	75.00	
101-000-491.01	CEMETERY FEES - FOUNDATIONS	2,500.00	1,542.00	400.00	0.00	958.00	61.68	
101-000-491.02	CEMETERY FEE - VAULT	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-492.00	RECYCLING PERMIT FEES	300.00	0.00	0.00	0.00	300.00	0.00	
101-000-502.00	FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-541.00	GRANT - STATE	12,275.00	0.00	0.00	0.00	12,275.00	0.00	
101-000-566.00	STATE REC GRANT	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-573.00	LOCAL COMMUNITY STABILIZATION SHARE	650.00	0.00	0.00	0.00	650.00	0.00	
101-000-574.00	STATE SHARED REVENUE - SALES/USE	337,138.00	117,878.00	60,679.00	0.00	219,260.00	34.96	
101-000-576.00	SPEC ELECTION REIMB	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-624.00	CHARGES FOR RESTROOM MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-626.00	CHARGES FOR SERVICES RENDERED	2,500.00	1,575.00	325.00	0.00	925.00	63.00	
101-000-628.00	CHARGES FOR SERV. RENDERED, PARK	23,500.00	8,550.00	0.00	0.00	14,950.00	36.38	
101-000-630.00	CHARGES FOR SERVICES - AIRPORT	1,500.00	520.00	0.00	0.00	980.00	34.67	
101-000-642.00	CHARGES FOR CEMETERY GRAVE SITES	2,000.00	2,100.00	1,200.00	0.00	(100.00)	105.00	
101-000-643.00	LAND SALES	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-644.00	VETERANS PIER BRICK PAVERS	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-665.00	UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-666.00	DIVIDENDS	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-667.01	AIRPORT HANGER LEASE	5,000.00	1,442.00	595.00	0.00	3,558.00	28.84	
101-000-674.01	CONTRIBUTIONS FROM PRIVATE SOURC	1,500.00	1,633.55	0.00	0.00	(133.55)	108.90	
101-000-674.02	RECREATION DEPARTMENT CONTRIBUTI	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-674.04	TIMBER SALES	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-675.03	CONTRI PRIVATE NEW GENERATOR	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-676.00	REIMBURSEMENTS	500.00	0.00	0.00	0.00	500.00	0.00	
101-000-676.02	REIMBURSEMENTS - PARKS & REC	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-687.00	REFUNDS/REBATES	0.00	44.05	44.05	0.00	(44.05)	100.00	
101-000-689.00	CASH OVER OR SHORT	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-693.00	GAIN ON SALE FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-698.00	BOND OR INSURANCE RECOVERIES	0.00	0.00	0.00	0.00	0.00	0.00	
101-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	

Dept 595 - AIRPORT

101-595-674.01	TIMBER SALES	0.00		0.00		0.00	0.00		0.00
Total Dept 595 - AIRPORT		0.00		0.00		0.00	0.00		0.00

Dept 751 - PARKS AND RECREATION

101-751-581.00	CONTRIBUTIONS FROM LOCAL UNITS OF GOVER	0.00		0.00		0.00	0.00		0.00
101-751-693.00	GAIN ON SALE FIXED ASSETS	0.00		1,100.00		0.00	(1,100.00)		100.00

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDET USED
Fund 101 - GENERAL FUND						
Revenues						
Total Dept 751 - PARKS AND RECREATION		0.00	1,100.00	0.00	(1,100.00)	100.00
Dept 999						
101-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		830,463.00	143,300.04	64,754.05	687,162.96	17.26
Expenditures						
Dept 101 - TOWNSHIP BOARD						
101-101-703.00	TOWNSHIP BOARD TRUSTEE SALARIES	8,480.00	2,935.44	652.32	5,544.56	34.62
101-101-704.00	ADMINISTRATIVE ASSISTANT	62,400.00	21,600.00	4,800.00	40,800.00	34.62
101-101-704.02	OFFICE STAFF	22,000.00	7,280.36	1,263.40	14,719.64	33.09
101-101-709.00	TRUSTEE & OFFICE STAFF FICA	7,105.32	2,433.91	513.75	4,671.41	34.25
101-101-709.02	ADMIN FICA	0.00	0.00	0.00	0.00	0.00
101-101-710.00	TWP BD ER UIA	1,000.00	189.26	55.75	810.74	18.93
101-101-752.00	TWP BD OFFICE SUPPLIES	2,500.00	456.13	203.17	2,043.87	18.25
101-101-801.00	TWP BD PROFESSIONAL FEES	3,500.00	2,450.00	450.00	1,050.00	70.00
101-101-805.00	GG ASSESSMENT TO SEWER	0.00	0.00	0.00	0.00	0.00
101-101-809.00	TWP BD FEES	500.00	358.22	345.16	141.78	71.64
101-101-850.00	COMMUNICATIONS	2,800.00	885.50	222.27	1,914.50	31.63
101-101-851.00	MAIL/POSTAGE	2,000.00	(9.68)	0.00	2,009.68	(0.48)
101-101-852.00	INTERNET & WEBSITE	3,000.00	759.60	253.20	2,240.40	25.32
101-101-861.00	MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
101-101-880.00	TOWNSHIP BOARD COMMUNITY PROMOTION	15,000.00	7,500.00	0.00	7,500.00	50.00
101-101-900.00	TWP BD PRINTING AND PUBLISHING	2,000.00	266.76	0.00	1,733.24	13.34
101-101-915.00	TWP BD DUES AND MEMBERSHIP	7,500.00	8,764.89	0.00	(1,264.89)	116.87
101-101-916.00	TWP BD EDUCATION AND TRAINING	1,000.00	0.00	0.00	1,000.00	0.00
101-101-931.00	TWP BD REPAIRS AND MAINTENANCE	2,500.00	983.33	0.00	1,516.67	39.33
101-101-935.00	LIABILITY & CONTENTS INSURANCE	5,000.00	4,844.15	0.00	155.85	96.88
101-101-937.00	WORKER'S COMPENSATION INSURANCE	3,000.00	25,433.00	0.00	(22,433.00)	847.77
101-101-940.00	TWP BD RENTALS	150.00	126.00	126.00	24.00	84.00
101-101-948.00	TWP BD COMPUTER SERVICES	9,500.00	1,246.79	270.00	8,253.21	13.12
101-101-964.00	TWP BD REFUNDS AND REBATES	0.00	0.00	0.00	0.00	0.00
101-101-977.00	TWP BD EQUIPMENT	0.00	0.00	0.00	0.00	0.00
101-101-980.00	TWP BD COMPUTER & OFFICE EQUIP	5,800.00	382.68	42.23	5,417.32	6.60
101-101-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
101-101-998.00	EXTRAORDINARY ITEMS- BLIGHT	0.00	0.00	0.00	0.00	0.00
101-101-998.01	REFUNDS	0.00	0.00	0.00	0.00	0.00
Total Dept 101 - TOWNSHIP BOARD		166,735.32	88,886.34	9,197.25	77,848.98	53.31
Dept 171 - SUPERVISOR						
101-171-703.00	SUPERVISOR SALARY	24,432.00	8,457.21	1,879.38	15,974.79	34.62
101-171-704.00	DEPUTY SUPERVISOR SALARY	5,200.00	0.00	0.00	5,200.00	0.00
101-171-709.00	EMPLOYER FICA	2,270.00	646.98	143.77	1,623.02	28.50
101-171-752.00	SUPERVISOR OFFICE SUPPLIES	100.00	0.00	0.00	100.00	0.00
101-171-916.00	SUPERVISOR EDUCATION AND TRAINING	500.00	200.00	0.00	300.00	40.00
101-171-980.00	SUPERVISOR EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 171 - SUPERVISOR		33,502.00	9,304.19	2,023.15	24,197.81	27.77

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2025	10/31/2025	MONTH 10/31/2025	INCREASE (DECREASE)	BALANCE	% BDC
								NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND									
Expenditures									
Dept 209 - CONTINGENCY									
101-209-941.00	CONTINGENCIES	20,000.00		0.00		0.00		20,000.00	0.00
Total Dept 209 - CONTINGENCY		20,000.00		0.00		0.00		20,000.00	0.00
Dept 215 - CLERK									
101-215-703.00	CLERK SALARY	24,432.00		8,457.21		1,879.38		15,974.79	34.62
101-215-704.00	DEPUTY CLERK SALARY	5,200.00		1,730.79		384.62		3,469.21	33.28
101-215-709.00	CLERK EMPLOYER FICA	2,270.00		972.94		364.62		1,297.06	42.86
101-215-752.00	CLERK OFFICE SUPPLIES	2,000.00		0.00		0.00		2,000.00	0.00
101-215-801.00	CLERK PROFESSIONAL FEES	10,500.00		4,927.50		4,927.50		5,572.50	46.93
101-215-861.00	CLERK MILEAGE REIMBURSEMENT	100.00		30.80		2.80		69.20	30.80
101-215-916.00	CLERK EDUCATION AND TRAINING	500.00		0.00		0.00		500.00	0.00
101-215-933.00	CLERK SOFTWARE SUPPORT	4,000.00		0.00		0.00		4,000.00	0.00
101-215-948.00	CLERK COMPUTER SERVICES	200.00		149.85		0.00		50.15	74.93
101-215-980.00	CLERK EQUIPMENT	500.00		82.74		0.00		417.26	16.55
101-215-984.00	CLERK SOFTWARE	250.00		0.00		0.00		250.00	0.00
Total Dept 215 - CLERK		49,952.00		16,351.83		7,558.92		33,600.17	32.74
Dept 223 - INTERNAL AUDIT									
101-223-801.00	ACCOUNTING FEES	15,000.00		0.00		0.00		15,000.00	0.00
Total Dept 223 - INTERNAL AUDIT		15,000.00		0.00		0.00		15,000.00	0.00
Dept 247 - BOARD OF REVIEW									
101-247-704.00	BOARD OF REVIEW	1,800.00		0.00		0.00		1,800.00	0.00
101-247-709.00	BOARD EMPLOYER FICA	140.00		0.00		0.00		140.00	0.00
101-247-916.00	BOARD EDUCATION AND TRAINING	444.00		0.00		0.00		444.00	0.00
Total Dept 247 - BOARD OF REVIEW		2,384.00		0.00		0.00		2,384.00	0.00
Dept 253 - TREASURER									
101-253-703.00	TREASURERS SALARY	27,880.00		9,650.79		2,144.62		18,229.21	34.62
101-253-704.00	DEPUTY TREASURER SALARY	5,200.00		1,730.79		384.62		3,469.21	33.28
101-253-709.00	TREASURER ER FICA	2,531.00		870.70		193.50		1,660.30	34.40
101-253-752.00	TREASURER OFFICE SUPPLIES	500.00		0.00		0.00		500.00	0.00
101-253-801.00	TREASURER PROFESSIONAL FEES	8,000.00		4,927.50		4,927.50		3,072.50	61.59
101-253-804.00	TREASURER TAX PREPARATION	2,000.00		2,151.40		2,151.40		(151.40)	107.57
101-253-851.00	TREASURER MAIL/POSTAGE	7,000.00		2,999.49		251.12		4,000.51	42.85
101-253-861.00	TREASURER MILEAGE REIMBURSEMENT	0.00		243.60		243.60		(243.60)	100.00
101-253-916.00	TREASURER EDUCATION AND TRAINING	500.00		549.82		549.82		(49.82)	109.96
101-253-933.00	TREASURER SOFTWARE MAINTENANCE	4,100.00		707.00		0.00		3,393.00	17.24
101-253-948.00	TREASURER COMPUTER SERVICES	0.00		0.00		0.00		0.00	0.00
101-253-980.00	TREASURER COMPUTER & OFFICE EQUIP	0.00		486.97		0.00		(486.97)	100.00
101-253-984.00	TREASURER SOFTWARE	700.00		228.00		0.00		472.00	32.57
Total Dept 253 - TREASURER		58,411.00		24,546.06		10,846.18		33,864.94	42.02
Dept 257 - ASSESSOR									
101-257-703.00	ASSESSOR SALARY	58,350.00		19,893.88		4,488.32		38,456.12	34.09

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC USED
Fund 101 - GENERAL FUND						
Expenditures						
101-257-704.00	ASSESSOR ADMIN SALARY	10,000.00	4,060.00	1,080.00	5,940.00	40.60
101-257-709.00	ASSESSOR EMPLOYER FICA	5,230.00	1,832.47	425.98	3,397.53	35.04
101-257-710.00	ASSESSOR EMPLOYERS UIA	600.00	96.24	29.89	503.76	16.04
101-257-752.00	ASSESSOR OFFICE SUPPLIES	200.00	0.00	0.00	200.00	0.00
101-257-801.00	ASSESSOR PROFESSIONAL FEES	10,000.00	0.00	0.00	10,000.00	0.00
101-257-804.00	ASSESSOR TAX PREPARATION	0.00	0.00	0.00	0.00	0.00
101-257-851.00	ASSESSOR MAIL/POSTAGE	3,500.00	0.00	0.00	3,500.00	0.00
101-257-861.00	ASSESSOR MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
101-257-900.00	ASSESSOR PRINTING & PUBLISHING	100.00	0.00	0.00	100.00	0.00
101-257-915.00	ASSESSOR MEMBERSHIPS AND DUES	0.00	0.00	0.00	0.00	0.00
101-257-916.00	ASSESSOR EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00
101-257-933.00	ASSESSOR SOFTWARE MAINTENANCE	2,500.00	0.00	0.00	2,500.00	0.00
101-257-937.00	WORKER'S COMPENSATION INSURANCE	600.00	0.00	0.00	600.00	0.00
101-257-948.00	ASSESSOR COMPUTER SERVICES	0.00	0.00	0.00	0.00	0.00
101-257-980.00	ASSESSOR COMPUTER & OFFICE EQUIP	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 257 - ASSESSOR		92,080.00	25,882.59	6,024.19	66,197.41	28.11
Dept 262 - ELECTIONS						
101-262-704.00	ELECTION WORKERS	5,800.00	633.25	527.00	5,166.75	10.92
101-262-704.01	ELECTIONS COORDINATOR	0.00	0.00	0.00	0.00	0.00
101-262-709.00	ELECTION ER FICA	443.70	48.45	40.31	395.25	10.92
101-262-710.00	ELECTIONS ER UIA	300.00	0.00	0.00	300.00	0.00
101-262-752.00	ELECTION OPERATING SUPPLIES	2,000.00	1,951.60	0.00	48.40	97.58
101-262-801.00	ELECTION MACHINE SET UP	1,500.00	0.00	0.00	1,500.00	0.00
101-262-851.00	ELECTION MAIL/POSTAGE	1,500.00	0.00	0.00	1,500.00	0.00
101-262-861.00	ELECTION TRANSPORTATION	200.00	0.00	0.00	200.00	0.00
101-262-900.00	ELECTION PRINTING AND PUBLISHING	500.00	0.00	0.00	500.00	0.00
101-262-933.00	SOFTWARE MAINT AGREEMENT	0.00	0.00	0.00	0.00	0.00
101-262-980.00	ELECTION COMPUTER & OFFICE EQUIP	500.00	99.90	99.90	400.10	19.98
Total Dept 262 - ELECTIONS		12,743.70	2,733.20	667.21	10,010.50	21.45
Dept 265 - BUILDING AND GROUNDS						
101-265-702.00	BUILDING SALARIES AND WAGES	0.00	1,080.85	0.00	(1,080.85)	100.00
101-265-709.00	BUILDING ER FICA	0.00	82.31	0.00	(82.31)	100.00
101-265-752.00	BLDG OPERATING SUPPLIES	1,500.00	156.90	0.00	1,343.10	10.46
101-265-801.00	BUILDING CONTRACTED SERVICES	4,200.00	1,487.63	516.71	2,712.37	35.42
101-265-900.00	BLDG PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
101-265-917.00	BLDG SEWER O & M	1,000.00	241.82	241.82	758.18	24.18
101-265-920.00	BLDG ELECTRIC	4,500.00	1,951.53	405.20	2,548.47	43.37
101-265-921.00	BLDG NATURAL GAS	1,375.00	134.47	65.42	1,665.53	7.47
101-265-930.00	BLDG REPAIRS AND MAINTENANCE	16,375.00	4,373.86	(6,604.57)	12,001.14	26.71
101-265-974.00	BLDG LAND IMPROVEMENTS	2,500.00	0.00	0.00	2,500.00	0.00
101-265-975.00	BUILDINGS	0.00	0.00	0.00	0.00	0.00
101-265-975.01	BLDG ADDITIONS & IMPROVEMENTS	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 265 - BUILDING AND GROUNDS		34,875.00	9,509.37	(5,375.42)	25,365.63	27.27
Dept 266 - ATTORNEY COUNSEL						
101-266-801.00	GENERAL BD - ATTORNEY FEES	38,000.00	0.00	0.00	38,000.00	0.00

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDDT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 266 - ATTORNEY COUNSEL		38,000.00	0.00	0.00	38,000.00	0.00
Dept 446 - ROADS STREETS BRIDGES						
101-446-752.00	STREET & HWYS SUPPLIES	0.00	0.00	0.00	0.00	0.00
101-446-801.00	STREETS/HIGHWAYS CONTRACTED SERV	4,000.00	0.00	0.00	4,000.00	0.00
101-446-801.01	ROAD BRINING	50,000.00	12,987.50	0.00	37,012.50	25.98
101-446-934.00	STREETS/HIGHWAYS REPAIRS & MAINT	35,000.00	0.00	0.00	35,000.00	0.00
101-446-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 446 - ROADS STREETS BRIDGES		89,000.00	12,987.50	0.00	76,012.50	14.59
Dept 528 - RUBBISH COLLECTION-DISPOSAL						
101-528-801.00	REFUSE COLLECTION & DISPOSAL	4,000.00	3,212.88	2,854.08	787.12	80.32
Total Dept 528 - RUBBISH COLLECTION-DISPOSAL		4,000.00	3,212.88	2,854.08	787.12	80.32
Dept 567 - CEMETERY						
101-567-702.00	CEMETERY SALARY	25,000.00	2,956.69	924.00	22,043.31	11.83
101-567-709.00	EMPLOYER SOCIAL SECURITY	1,912.00	226.13	70.69	1,685.87	11.83
101-567-710.00	EMPLOYER MISC	200.00	0.00	0.00	200.00	0.00
101-567-801.00	CONTRACTED SERVICES	8,500.00	6,352.00	700.00	2,148.00	74.73
101-567-802.00	SEXTON	0.00	0.00	0.00	0.00	0.00
101-567-920.00	ELECTRIC	400.00	86.31	29.07	313.69	21.58
101-567-930.00	CEMETERY REPAIRS & MAINTENANCE	500.00	0.00	0.00	500.00	0.00
101-567-933.00	SOFTWARE MAINT AGREEMENT	418.00	430.00	0.00	(12.00)	102.87
101-567-940.00	RENTALS	0.00	0.00	0.00	0.00	0.00
101-567-964.00	CEMETERY LOT REPURCHASE	0.00	0.00	0.00	0.00	0.00
101-567-977.00	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 567 - CEMETERY		36,930.00	10,051.13	1,723.76	26,878.87	27.22
Dept 595 - AIRPORT						
101-595-752.00	OPERATING SUPPLIES	150.00	0.00	0.00	150.00	0.00
101-595-801.00	PROFESSIONAL	75.00	0.00	0.00	75.00	0.00
101-595-860.00	TRANSPORTATION	700.00	0.00	0.00	700.00	0.00
101-595-915.00	DUES/MEMBERSHIPS	25.00	25.00	25.00	0.00	100.00
101-595-916.00	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00
101-595-920.00	ELECTRIC	500.00	96.99	32.81	403.01	19.40
101-595-921.00	NATURAL GAS	1,000.00	105.69	48.08	894.31	10.57
101-595-930.00	REPAIRS/MAINT. LAND & BLDG.	3,500.00	16,012.38	780.94	(12,512.38)	457.50
101-595-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	2,000.00	429.00	0.00	1,571.00	21.45
101-595-934.00	AIRPORT IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
101-595-935.00	LIABILITY INSURANCE	1,500.00	1,325.00	0.00	175.00	88.33
Total Dept 595 - AIRPORT		9,450.00	17,994.06	886.83	(8,544.06)	190.41
Dept 751 - PARKS AND RECREATION						
101-751-702.00	RECREATION DEPARTMENT SALARIES	93,300.00	41,397.25	9,000.95	51,902.75	44.37
101-751-705.00	VACATION PAY	3,000.00	1,267.69	800.00	1,732.31	42.26
101-751-706.00	PARKS HOLIDAY	500.00	132.00	0.00	368.00	26.40
101-751-709.00	RECREATION DEPARTMENT F.I.C.A.	7,405.00	3,239.66	742.05	4,165.34	43.75

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BODT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-751-710.00	RECREATION DEPARTMENT M.E.S.C.	1,500.00	217.06	33.92	1,282.94	14.47
101-751-713.00	OVERTIME PAY	500.00	165.84	54.21	334.16	33.17
101-751-716.00	DEFINED CONTRIBUTION PENSION	1,716.00	550.00	137.50	1,166.00	32.05
101-751-719.00	HOSPITALIZATION	11,640.00	2,787.44	774.29	8,852.56	23.95
101-751-732.00	RECREATION DEPT. SUPPLIES	7,500.00	2,459.46	2,139.22	5,040.54	32.79
101-751-752.01	UNIFORMS	2,000.00	0.00	0.00	2,000.00	0.00
101-751-754.00	RECREATION DEPT. FERTILIZER & SE	6,500.00	0.00	0.00	6,500.00	0.00
101-751-801.00	RECREATION DEPT. CONTRACTED SERV	16,000.00	2,598.72	1,006.24	13,401.28	16.24
101-751-809.00	FEES	500.00	480.00	0.00	20.00	96.00
101-751-850.00	RECREATION DEPT. COMMUNICATION	0.00	0.00	0.00	0.00	0.00
101-751-860.00	RECREATION DEPT. TRANSPORTATION	10,500.00	3,830.89	0.00	6,669.11	36.48
101-751-916.00	EDUCATION AND TRAINING	200.00	0.00	0.00	200.00	0.00
101-751-917.00	SEWER O/M	1,200.00	241.82	241.82	958.18	20.15
101-751-920.00	ELECTRIC	15,000.00	5,374.28	1,301.77	9,625.72	35.83
101-751-923.00	PROPANE	5,500.00	0.00	0.00	5,500.00	0.00
101-751-930.00	REPAIRS/MAINT. LAND & BLDG.	6,300.00	2,753.47	1,938.77	3,546.53	43.71
101-751-931.00	REPAIRS & MAINT. PARKS EQUIPMENT	10,500.00	2,444.32	1,117.77	8,055.68	23.28
101-751-935.00	LIABILITY INSURANCE	9,500.00	9,434.20	0.00	65.80	99.31
101-751-937.00	WORKMEN'S COMPENSATION INSURANCE	2,500.00	0.00	0.00	2,500.00	0.00
101-751-940.00	RENTALS	1,000.00	0.00	0.00	1,000.00	0.00
101-751-974.00	LAND IMPROVEMENTS	10,000.00	0.00	0.00	10,000.00	0.00
101-751-974.01	MARINA LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
101-751-975.00	BLDS, BLDING ADDITIONS & IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
101-751-977.00	EQUIPMENT	20,000.00	1,401.78	1,045.00	18,598.22	7.01
101-751-981.00	VEHICLES	0.00	0.00	0.00	0.00	0.00
Total Dept 751 - PARKS AND RECREATION		244,261.00	80,775.88	20,333.51	163,485.12	33.07
Dept 754 - VETERANS PIER						
101-754-752.00	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
101-754-754.00	VETERANS PIER BRICKS	500.00	50.00	0.00	450.00	10.00
101-754-801.00	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00
Total Dept 754 - VETERANS PIER		500.00	50.00	0.00	450.00	10.00
Dept 756 - BOAT LAUNCH						
101-756-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 756 - BOAT LAUNCH		0.00	0.00	0.00	0.00	0.00
Dept 901 - CIP						
101-901-970.00	CEMETERY CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
101-901-970.01	AIRPORT	0.00	0.00	0.00	0.00	0.00
101-901-970.02	BUILDING & GROUNDS	0.00	0.00	0.00	0.00	0.00
101-901-970.03	PARKS - YOUTH GRANT	0.00	7,500.00	7,500.00	(7,500.00)	100.00
101-901-970.04	FRONTENAC	0.00	0.00	0.00	0.00	0.00
101-901-970.05	POLICE	0.00	0.00	0.00	0.00	0.00
101-901-970.06	PARKS - VETERAN'S PIER	0.00	0.00	0.00	0.00	0.00
101-901-970.07	PARKS - TRUCK	0.00	0.00	0.00	0.00	0.00
101-901-970.08	ROADS & BRIDGES	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - CIP		0.00	7,500.00	7,500.00	(7,500.00)	100.00



GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Dept 999						
101-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		907,824.02	309,785.03	64,239.66	598,038.99	34.12
Fund 101 - GENERAL FUND:						
TOTAL REVENUES						
TOTAL EXPENDITURES		830,463.00	143,300.04	64,754.05	687,162.96	17.26
NET OF REVENUES & EXPENDITURES		907,824.02	309,785.03	64,239.66	598,038.99	34.12
		(77,361.02)	(166,484.99)	514.39	89,123.97	215.21

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2025	INCREASE (DECREASE)	MONTH 10/31/2025	NORMAL (ABNORMAL)	BALANCE		
Fund 206 - FIRE FUND										
Revenues										
Dept 000										
206-000-427.00	FIRE SPEC ASSESSMENT	320,917.00	0.00	0.00	0.00	0.00	320,917.00	0.00	0.00	
206-000-665.00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
206-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 000										
		320,917.00	0.00	0.00	0.00	0.00	320,917.00	0.00	0.00	
TOTAL REVENUES										
		320,917.00	0.00	0.00	0.00	0.00	320,917.00	0.00	0.00	
Expenditures										
Dept 336 - FIRE PROTECTION										
206-336-801.00	FIRE PROTECTION CONTRACT	308,920.00	0.00	0.00	0.00	0.00	308,920.00	0.00	0.00	
Total Dept 336 - FIRE PROTECTION										
		308,920.00	0.00	0.00	0.00	0.00	308,920.00	0.00	0.00	
TOTAL EXPENDITURES										
		308,920.00	0.00	0.00	0.00	0.00	308,920.00	0.00	0.00	
Fund 206 - FIRE FUND:										
TOTAL REVENUES										
		320,917.00	0.00	0.00	0.00	0.00	320,917.00	0.00	0.00	
TOTAL EXPENDITURES										
		308,920.00	0.00	0.00	0.00	0.00	308,920.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES										
		11,997.00	0.00	0.00	0.00	0.00	11,997.00	0.00	0.00	

REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP  
PERIOD ENDING 10/31/2025  
& Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR	AVAILABLE		% BGD
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2025	10/31/2025	MONTH 10/31/2025	BALANCE	ABNORMAL	
						INCREASE (DECREASE)			USED
Fund 207 - POLICE FUND									
Revenues									
Dept 000									
207-000-402.00	REAL PROPERTY TAXES	1,381,250.00	0.00	0.00	0.00	0.00	1,381,250.00	0.00	0.00
207-000-540.00	GRANT - STATE MCOLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-000-541.00	GRANTS - POLICE (CAPITAL INVESTMENT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-000-548.00	FEES - LIQUOR LICENSE	6,500.00	5,105.10	5,105.10	68.75	0.00	1,394.90	78.54	78.54
207-000-569.00	ACT 302 GRANT FUNDS	1,500.00	4,756.87	4,756.87	1,886.40	0.00	(3,256.87)	317.12	317.12
207-000-570.00	CPE DISTRIBUTION	8,000.00	550.00	550.00	0.00	0.00	7,450.00	6.88	6.88
207-000-626.00	CHARGES FOR SERVICES	400.00	152.00	152.00	43.00	0.00	248.00	38.00	38.00
207-000-657.00	FINES & FORFEITURES	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00	0.00
207-000-658.00	DRUG FORFEITURE FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-000-665.00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-000-666.00	DIVIDENDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-000-674.00	CONTRIBUTIONS / PRIVATE	500.00	500.00	500.00	0.00	0.00	0.00	100.00	100.00
207-000-675.00	LOST AND FOUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-000-676.00	REIMBURSEMENT	450.00	1,108.82	1,108.82	0.00	0.00	(658.82)	246.40	246.40
207-000-676.01	RESOURCE OFFICER REIM.	73,048.00	0.00	0.00	0.00	0.00	73,048.00	0.00	0.00
207-000-676.02	OWI REIMBURSEMENT	2,000.00	659.42	659.42	250.00	0.00	1,340.58	32.97	32.97
207-000-687.00	REFUNDS/REBATES	0.00	162.90	162.90	162.90	0.00	(162.90)	100.00	100.00
207-000-692.00	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-000-693.00	PROCEEDS SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-000-696.00	PROCEEDS FROM DEBT ISSUED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		1,475,648.00	12,995.11	12,995.11	2,411.05		1,462,652.89	0.88	0.88
Dept 999									
207-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,475,648.00	12,995.11	12,995.11	2,411.05		1,462,652.89	0.88	0.88
Expenditures									
Dept 301 - POLICE									
207-301-702.00	SALARIES AND WAGES	681,514.00	205,254.99	205,254.99	48,469.02		476,259.01	30.12	30.12
207-301-702.01	ARPA PREMIUM PAY	0.00	0.00	0.00	0.00		0.00	0.00	0.00
207-301-702.02	CPE TRAINING WAGES	4,000.00	465.90	465.90	465.90		3,534.10	11.65	11.65
207-301-702.03	CPE TRAINING OVERTIME	0.00	1,253.28	1,253.28	0.00		(1,253.28)	100.00	100.00
207-301-702.04	LONGEVITY PAY	7,850.00	4,850.00	4,850.00	0.00		3,000.00	61.78	61.78
207-301-705.00	VACATION PAY	58,256.00	23,584.00	23,584.00	1,788.84		34,672.00	40.48	40.48
207-301-706.00	HOLIDAY PAY	24,236.00	4,342.16	4,342.16	0.00		19,893.84	17.92	17.92
207-301-709.00	EMPLOYER SOCIAL SECURITY	52,362.00	18,317.54	18,317.54	3,786.09		34,044.46	34.98	34.98
207-301-710.00	EMPLOYER MESC	3,500.00	307.44	307.44	307.44		3,192.56	8.78	8.78
207-301-712.00	CASH IN LIEU OF BENEFITS	8,000.00	4,000.00	4,000.00	0.00		4,000.00	50.00	50.00
207-301-713.00	OVERTIME PAY	7,000.00	11,429.15	11,429.15	2,314.20		(4,429.15)	163.27	163.27
207-301-717.00	RETIREMENT	220,000.00	53,546.82	53,546.82	14,910.28		166,453.18	24.34	24.34
207-301-719.00	HOSPITALIZATION	188,155.00	48,025.74	48,025.74	10,632.06		140,129.26	25.52	25.52
207-301-724.00	HEALTH CARE SAVING	2,800.00	0.00	0.00	0.00		2,800.00	0.00	0.00
207-301-725.00	LIFE INSURANCE	4,500.00	1,699.73	1,699.73	0.00		2,800.27	37.77	37.77
207-301-726.00	DISABILITY INSURANCE	5,500.00	2,128.16	2,128.16	416.60		3,371.84	38.69	38.69
207-301-752.00	OPERATING SUPPLIES	19,500.00	7,634.84	7,634.84	3,399.14		11,865.16	39.15	39.15
207-301-801.00	PROFESSIONAL	6,000.00	1,260.00	1,260.00	180.00		4,740.00	21.00	21.00
207-301-805.00	FACILITY CONTRACTED MAINTENANCE	1,500.00	0.00	0.00	0.00		1,500.00	0.00	0.00
207-301-809.00	FEES	0.00	0.00	0.00	0.00		0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE		ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)		% BGD USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2025 NORMAL (ABNORMAL)				
Fund 207 - POLICE FUND								
Expenditures								
207-301-843.00	MEDICAL PROVIDER SERVICES	500.00	0.00		0.00	500.00	0.00	0.00
207-301-850.00	COMMUNICATIONS	5,500.00	1,331.97		322.85	4,168.03	24.22	24.22
207-301-851.00	MAIL/POSTAGE	300.00	0.00		0.00	300.00	0.00	0.00
207-301-852.00	INTERNET & WEBSITE	700.00	0.00		0.00	700.00	0.00	0.00
207-301-860.00	TRANSPORTATION	15,000.00	4,088.31		1,378.31	10,911.69	27.26	27.26
207-301-880.00	COMMUNITY PROMOTION	0.00	0.00		0.00	0.00	0.00	0.00
207-301-900.00	PRINTING AND PUBLISHING	0.00	0.00		0.00	0.00	0.00	0.00
207-301-913.00	TRAVEL EXPENSES	500.00	0.00		0.00	500.00	0.00	0.00
207-301-915.00	DUES AND MEMBERSHIPS	400.00	115.00		115.00	285.00	28.75	28.75
207-301-916.00	EDUCATION AND TRAINING	3,000.00	1,643.95		0.00	1,356.05	54.80	54.80
207-301-916.01	ACT 302 TRAINING EXPENSES	1,500.00	0.00		0.00	1,500.00	0.00	0.00
207-301-916.02	CPE TRAINING	4,000.00	0.00		0.00	4,000.00	0.00	0.00
207-301-917.00	SEWER O & M	1,000.00	241.82		0.00	758.18	24.18	24.18
207-301-920.00	ELECTRIC	4,500.00	1,951.51		405.20	2,548.49	43.37	43.37
207-301-921.00	NATURAL GAS	1,700.00	134.47		65.42	1,565.53	7.91	7.91
207-301-930.00	MUN. BLDG. REPAIRS & MAINTENANCE	15,475.00	5,133.18		(6,714.57)	10,341.82	33.17	33.17
207-301-931.00	VEHICLE REP AND MAINT	8,500.00	422.19		158.20	8,077.81	4.97	4.97
207-301-935.00	INSURANCE AND BONDS	25,000.00	24,640.14		0.00	359.86	98.56	98.56
207-301-937.00	WORKMEN'S COMPENSATION INSURANCE	23,500.00	0.00		0.00	23,500.00	0.00	0.00
207-301-940.00	POLICE RENTALS	0.00	0.00		0.00	0.00	0.00	0.00
207-301-941.00	CONTINGENCIES	10,000.00	2,063.67		0.00	7,936.33	20.64	20.64
207-301-948.00	COMPUTER SERVICES	5,500.00	761.58		184.98	4,738.42	13.85	13.85
207-301-964.00	REFUNDS AND REBATES	0.00	(73.60)		(73.60)	73.60	100.00	100.00
207-301-975.00	BUILDINGS	0.00	0.00		0.00	0.00	0.00	0.00
207-301-977.00	EQUIPMENT	20,000.00	3,970.52		110.00	16,029.48	19.85	19.85
207-301-977.01	MUN BLDG EQUIPMENT	4,500.00	0.00		0.00	4,500.00	0.00	0.00
207-301-980.00	OFFICE & COMPUTER EQUIPMENT	4,500.00	0.00		0.00	4,500.00	0.00	0.00
207-301-981.00	VEHICLES	25,000.00	0.00		0.00	25,000.00	0.00	0.00
207-301-984.00	SOFTWARE	400.00	0.00		0.00	400.00	0.00	0.00
207-301-991.00	LONG TERM DEBT	0.00	0.00		0.00	0.00	0.00	0.00
207-301-993.00	LONG TERM DEBT INTEREST	0.00	0.00		0.00	0.00	0.00	0.00
207-301-995.00	INTERFUND TRANSFER OUT	0.00	0.00		0.00	0.00	0.00	0.00
Total Dept 301 - POLICE		1,475,648.00	434,524.46		82,621.36	1,041,123.54	29.45	29.45
Dept 901 - CIP								
207-901-970.05	POLICE	0.00	0.00		0.00	0.00	0.00	0.00
Total Dept 901 - CIP		0.00	0.00		0.00	0.00	0.00	0.00
Dept 999								
207-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00		0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,475,648.00	434,524.46		82,621.36	1,041,123.54	29.45	29.45
Fund 207 - POLICE FUND:								
TOTAL REVENUES		1,475,648.00	12,995.11		2,411.05	1,462,652.89	0.88	0.88
TOTAL EXPENDITURES		1,475,648.00	434,524.46		82,621.36	1,041,123.54	29.45	29.45
NET OF REVENUES & EXPENDITURES		0.00	(421,529.35)		(80,210.31)	421,529.35	100.00	100.00

REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP  
PERIOD ENDING 10/31/2025  
% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025	ACTIVITY FOR MONTH 10/31/2025	INCREASE (DECREASE)	AVAILABLE BALANCE		% BDDT USED
						NORMAL	(ABNORMAL)	

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025		ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)		
Fund 219 - STREET LIGHTING FUND								
Revenues								
Dept 000								
219-000-402.00	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
219-000-427.00	STREET LIGHT SPEC ASSESS	20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
219-000-665.00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
219-000-687.00	REFUNDS/REBATES/OVRPMTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
219-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
TOTAL REVENUES		20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
Expenditures								
Dept 448 - STREET LIGHTING								
219-448-809.00	FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
219-448-920.00	ELECTRIC	34,000.00	8,004.07	2,554.73	2,554.73	25,995.93	23.54	23.54
Total Dept 448 - STREET LIGHTING		34,000.00	8,004.07	2,554.73	2,554.73	- 25,995.93	23.54	23.54
TOTAL EXPENDITURES		34,000.00	8,004.07	2,554.73	2,554.73	25,995.93	23.54	23.54
Fund 219 - STREET LIGHTING FUND:								
TOTAL REVENUES		20,000.00	0.00	0.00	0.00	20,000.00	0.00	0.00
TOTAL EXPENDITURES		34,000.00	8,004.07	2,554.73	2,554.73	25,995.93	23.54	23.54
NET OF REVENUES & EXPENDITURES		(14,000.00)	(8,004.07)	(2,554.73)	(2,554.73)	(5,995.93)	57.17	57.17

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE		ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)		NORMAL (ABNORMAL)		
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
Revenues								
Dept 000								
248-000-402.00	REAL PROPERTY TAXES	140,000.00	0.00	0.00	0.00	140,000.00	0.00	
248-000-412.00	DELINQUENT PERSONAL PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-548.00	STATE GRANT - MDOT	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-665.00	INTEREST	50.00	22.11	0.00	0.00	27.89	44.22	
248-000-674.00	DDA DONATIONS UNSPECIFIED	0.00	(500.00)	0.00	0.00	500.00	100.00	
248-000-674.01	STURGEON DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-674.02	SUMMER MUSIC SERIES	3,500.00	2,000.00	0.00	0.00	1,500.00	57.14	
248-000-674.03	FIREWORK DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-676.00	REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-687.00	REFUNDS/REBATES	0.00	0.00	0.00	0.00	0.00	0.00	
248-000-696.00	PROCEEDS FROM SALES OF BONDS	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		143,550.00	1,522.11	0.00	0.00	142,027.89	1.06	
Dept 999								
248-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 999		0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL REVENUES								
Total Dept 000		143,550.00	1,522.11	0.00	0.00	142,027.89	1.06	
Expenditures								
Dept 000								
248-000-968.00	DEPRECIATION EXPENSE DDA	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 728 - DDA								
248-728-702.00	ADMINISTRATION	2,000.00	0.00	0.00	0.00	2,000.00	0.00	
248-728-709.00	EMPLOYER SOCIAL SECURITY	155.00	0.00	0.00	0.00	155.00	0.00	
248-728-752.00	SUPPLIES	4,000.00	0.00	0.00	0.00	4,000.00	0.00	
248-728-752.01	SUPPLIES FOR STURGEON	0.00	0.00	0.00	0.00	0.00	0.00	
248-728-801.00	PROFESSIONAL/CONTRACTUAL	4,500.00	168.00	0.00	0.00	4,332.00	3.73	
248-728-801.01	ACCOUNTING FEES	7,000.00	1,470.00	0.00	0.00	5,530.00	21.00	
248-728-851.00	MAIL/POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	
248-728-880.00	COMMUNITY PROMOTION	5,500.00	0.00	0.00	0.00	5,500.00	0.00	
248-728-880.01	SUMMER MUSIC SERIES	5,500.00	2,600.00	0.00	0.00	2,900.00	47.27	
248-728-880.02	FIREWORKS	0.00	0.00	0.00	0.00	0.00	0.00	
248-728-900.00	PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	
248-728-910.00	EDUCATION & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	
248-728-915.00	DUES/MEMBERSHIPS	100.00	0.00	0.00	0.00	100.00	0.00	
248-728-920.00	ELECTRIC	550.00	106.86	0.00	0.00	443.14	19.43	
248-728-934.00	REPAIRS/MAINTENANCE	5,000.00	0.00	0.00	0.00	5,000.00	0.00	
248-728-934.01	STURGEON PATHWAY MAINT	5,000.00	0.00	0.00	0.00	5,000.00	0.00	
248-728-941.00	CONTINGENCIES	39,245.00	0.00	0.00	0.00	39,245.00	0.00	
248-728-974.00	LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
248-728-974.01	STURGEON IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
248-728-991.00	PRINCIPAL PAYMENT	30,000.00	254,441.45	0.00	0.00	(224,441.45)	848.14	
248-728-992.00	BOND INTEREST PAYMENT	35,000.00	18,416.25	0.00	0.00	16,583.75	52.62	
Total Dept 728 - DDA		143,550.00	277,202.56	0.00	0.00	(133,652.56)	193.11	

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR	AVAILABLE		% BGET
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2025	10/31/2025	MONTH 10/31/2025	NORMAL (ABNORMAL)	BALANCE	
						INCREASE (DECREASE)			USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY									
Expenditures									
Dept 999									
248-999-999.99	EXPENSE CLOSING OFFSET	0.00		0.00		0.00	0.00	0.00	0.00
Total Dept 999		0.00		0.00		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES									
		143,550.00		277,202.56		0.00	(133,652.56)		193.11
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:									
TOTAL REVENUES									
		143,550.00		1,522.11		0.00	142,027.89		1.06
TOTAL EXPENDITURES									
		143,550.00		277,202.56		0.00	(133,652.56)		193.11
NET OF REVENUES & EXPENDITURES									
		0.00		(275,680.45)		0.00	275,680.45		100.00



PERIOD ENDING 10/31/2025

% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	10/31/2025	10/31/2025	MONTH 10/31/2025	NORMAL (ABNORMAL)	BALANCE	% BDGT USED
Fund 271 - LIBRARY FUND								
Revenues								
Dept 000								
271-000-403.00	PROPERTY TAXES	210,000.00	140.43	0.00	0.00	209,859.57	0.07	
271-000-412.00	DELINQUENT PERSONAL PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00	
271-000-503.00	GRANTS - GENERAL	100.00	0.00	0.00	0.00	100.00	0.00	
271-000-540.00	STATE AID	4,640.00	2,535.04	0.00	0.00	2,104.96	54.63	
271-000-541.00	PENAL FINES	25,000.00	24,602.48	0.00	0.00	397.52	98.41	
271-000-541.01	GRANTS - LIBRARY (CAPITAL IMPROVEMENTS)	1,000.00	0.00	0.00	0.00	1,000.00	0.00	
271-000-566.00	STATE GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	
271-000-626.00	CHARGES FOR SERVICES - MISC. FEE	2,000.00	1,544.50	296.80	296.80	455.50	77.23	
271-000-629.00	NON-RESIDENT FEES	1,000.00	775.00	99.00	99.00	225.00	77.50	
271-000-642.00	MISCELLANEOUS - BOOK SALES	0.00	0.00	0.00	0.00	0.00	0.00	
271-000-655.00	FINES - BOOK	750.00	339.52	63.55	63.55	410.48	45.27	
271-000-665.01	INVESTMENT INTEREST	10,000.00	13.43	0.00	0.00	9,986.57	0.13	
271-000-665.02	INTEREST INCOME	25.00	204.82	0.00	0.00	(179.82)	819.28	
271-000-666.00	DIVIDENDS	0.00	0.00	0.00	0.00	0.00	0.00	
271-000-674.01	DONATIONS - PRIVATE	2,000.00	50,146.03	8,050.15	8,050.15	(48,146.03)	2,507.30	
271-000-674.04	DONATIONS-FRIENDS OF LIBRARY	3,000.00	913.61	0.00	0.00	2,086.39	30.45	
271-000-684.00	ENHANCEMENT GRANTS COMMUNITY	4,606.00	0.00	0.00	0.00	4,606.00	0.00	
271-000-687.00	REFUNDS/OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		264,121.00	81,214.86	8,509.50		182,906.14	30.75	
Dept 999								
271-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 999		0.00	0.00	0.00		0.00	0.00	
TOTAL REVENUES		264,121.00	81,214.86	8,509.50		182,906.14	30.75	
Expenditures								
Dept 790 - LIBRARY								
271-790-702.00	WAGES - FULL TIME	88,152.00	28,624.26	6,432.00		59,527.74	32.47	
271-790-703.00	LIBRARY SALARY	48,000.00	16,499.97	3,692.30		31,500.03	34.37	
271-790-709.00	EMPLOYER SOCIAL SECURITY	10,425.00	3,452.01	774.50		6,972.99	33.11	
271-790-710.00	EMPLOYER MESC	800.00	187.00	73.00		613.00	23.38	
271-790-713.00	OVERTIME PAY	0.00	0.00	0.00		0.00	0.00	
271-790-719.00	INSURANCE - HOSPITALIZATION	3,300.00	702.80	175.70		2,597.20	21.30	
271-790-724.00	HEALTH CARE SAVING	900.00	300.00	75.00		600.00	33.33	
271-790-750.00	OFFICE SUPPLIES	3,500.00	340.83	120.42		3,159.17	9.74	
271-790-750.01	MAKERSPACE SUPPLIES	1,000.00	69.31	0.00		930.69	6.93	
271-790-751.00	MAINTENANCE SUPPLIES	500.00	255.85	26.97		244.15	51.17	
271-790-752.00	BOOKS - ADULTS	7,294.00	963.69	518.90		6,330.31	13.21	
271-790-752.01	PERIODICALS	400.00	0.00	0.00		400.00	0.00	
271-790-752.02	DVD	750.00	83.13	0.00		666.87	11.08	
271-790-752.03	REFERENCE	100.00	49.99	0.00		50.01	49.99	
271-790-752.04	LARGE PRINT MATERIAL	2,500.00	655.10	104.17		1,844.90	26.20	
271-790-752.05	YOUNG ADULT BOOKS	2,500.00	171.49	171.49		2,328.51	6.86	
271-790-752.11	JUNIOR BOOKS	2,000.00	37.98	0.00		1,962.02	1.90	
271-790-752.12	GAMES/PUZZLES	500.00	0.00	0.00		500.00	0.00	
271-790-752.13	CHILDREN BOOK	2,500.00	1,234.60	242.82		1,265.40	49.38	
271-790-752.14	E-RESOURCES	10,000.00	2,141.90	1,420.75		7,858.10	21.42	
271-790-752.15	LIBRARY OF THINGS	2,000.00	36.91	0.00		1,963.09	1.85	
271-790-754.00	COMPUTER AND TECHNOLOGY SUPPLIES	1,000.00	1,599.96	1,599.96		(599.96)	160.00	
271-790-801.00	PROFESSIONAL & CONTRACTUAL	3,000.00	180.00	0.00		2,820.00	6.00	

User: DAWN

PERIOD ENDING 10/31/2025

DB: Tuscarora

% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE		ACTIVITY FOR	AVAILABLE		% BDDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2025	INCREASE (DECREASE)	MONTH 10/31/2025	NORMAL (ABNORMAL)	
Fund 271 - LIBRARY FUND								
Expenditures								
271-790-805.00	FACILITY CONTRACTED MAINTENANCE	4,000.00	1,732.63	621.71	2,267.37	43.32		
271-790-809.00	ADMINISTRATIVE FEES-FDN	500.00	0.00	0.00	500.00	0.00		
271-790-850.00	COMMUNICATIONS	1,000.00	225.91	75.31	774.09	22.59		
271-790-851.00	MAIL/POSTAGE	3,500.00	913.61	0.00	2,586.39	26.10		
271-790-852.00	INTERNET & WEBSITE	1,000.00	300.00	0.00	700.00	30.00		
271-790-860.00	TRANSPORTATION	1,500.00	0.00	0.00	1,500.00	0.00		
271-790-880.00	COMMUNITY PROMOTION - PROGRAMMIN	8,000.00	1,698.80	107.67	6,301.20	21.24		
271-790-900.00	PRINTING AND PUBLISHING	6,500.00	1,548.00	0.00	4,952.00	23.82		
271-790-910.00	EDUCATION & TRAINING	750.00	355.00	0.00	395.00	47.33		
271-790-915.00	MEMBERSHIP & DUES	3,500.00	1,338.88	17.84	2,161.12	38.25		
271-790-917.00	SEWER O & M	1,500.00	241.82	241.82	1,258.18	16.12		
271-790-920.00	ELECTRIC	6,250.00	2,602.04	540.27	3,647.96	41.63		
271-790-921.00	NATURAL GAS	2,250.00	179.25	87.22	2,070.75	7.97		
271-790-930.00	REPAIRS & MAINT. LAND & BUILDING	11,000.00	4,721.46	(6,714.57)	6,278.54	42.92		
271-790-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	5,000.00	0.00	0.00	5,000.00	0.00		
271-790-933.00	SOFTWARE MAINT AGREEMENT	4,000.00	3,054.28	2,564.64	945.72	76.36		
271-790-935.00	INSURANCE	2,500.00	2,127.51	0.00	372.49	85.10		
271-790-937.00	WORKMEN'S COMPENSATION INSURANCE	150.00	0.00	0.00	150.00	0.00		
271-790-940.00	RENTALS	2,500.00	540.20	107.10	1,959.80	21.61		
271-790-948.00	COMPUTER SERVICES	3,000.00	49.95	0.00	2,950.05	1.67		
271-790-956.00	MEL REPLACEMENT	100.00	18.00	0.00	82.00	18.00		
271-790-964.00	REFUNDS AND REBATES	0.00	(69.56)	(69.56)	69.56	100.00		
271-790-975.01	BUILDING ADDITIONS & IMPROVEMENTS	1,000.00	0.00	0.00	1,000.00	0.00		
271-790-977.00	EQUIPMENT	1,000.00	110.00	110.00	890.00	11.00		
271-790-980.00	OFFICE EQUIP & FURNITURE	2,500.00	0.00	0.00	2,500.00	0.00		
271-790-990.00	LONG TERM DEBT	0.00	0.00	0.00	0.00	0.00		
271-790-992.00	LONG TERM DEBT INTEREST	0.00	0.00	0.00	0.00	0.00		
Total Dept 790 - LIBRARY		264,121.00	79,274.56	13,117.43	184,846.44	30.01		
Dept 999								
271-999-999.99		0.00	0.00	0.00	0.00	0.00		
Total Dept 999		0.00	0.00	0.00	0.00	0.00		
TOTAL EXPENDITURES		264,121.00	79,274.56	13,117.43	184,846.44	30.01		
Fund 271 - LIBRARY FUND:								
TOTAL REVENUES		264,121.00	81,214.86	8,509.50	182,906.14	30.75		
TOTAL EXPENDITURES		264,121.00	79,274.56	13,117.43	184,846.44	30.01		
NET OF REVENUES & EXPENDITURES		0.00	1,940.30	(4,607.93)	(1,940.30)	100.00		

PERIOD ENDING 10/31/2025  
& Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2025	MONTH 10/31/2025	NORMAL (ABNORMAL)	% BDGT USED	
Fund 282 - ARPA FUND								
Revenues								
Dept 000								
282-000-528.00	STATE GRANTS ARPA	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL REVENUES								
Expenditures								
Dept 101 - TOWNSHIP BOARD								
282-101-977.00	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 101 - TOWNSHIP BOARD		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 262 - ELECTIONS								
282-262-704.01	ARPA PAY ELECTIONS	0.00	0.00	0.00	0.00	0.00	0.00	
282-262-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 262 - ELECTIONS		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 265 - BUILDING AND GROUNDS								
282-265-930.00	REPAIRS/MAINT. LAND & BLDG.	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 265 - BUILDING AND GROUNDS		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 301 - POLICE								
282-301-702.01	ARPA PREMIUM PAY	0.00	0.00	0.00	0.00	0.00	0.00	
282-301-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	
282-301-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	
282-301-981.00	VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 301 - POLICE		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 336 - FIRE PROTECTION								
282-336-977.00	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 336 - FIRE PROTECTION		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 446 - ROADS STREETS BRIDGES								
282-446-801.00	ARPA ROAD IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 446 - ROADS STREETS BRIDGES		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 751 - PARKS AND RECREATION								
282-751-702.01	ARPA PREMIUM PAY PARKS	0.00	0.00	0.00	0.00	0.00	0.00	
282-751-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 751 - PARKS AND RECREATION		0.00	0.00	0.00	0.00	0.00	0.00	

PERIOD ENDING 10/31/2025

% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2025	MONTH 10/31/2025	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 282 - ARPA FUND									
Expenditures									
TOTAL EXPENDITURES		0.00		0.00		0.00		0.00	0.00
Fund 282 - ARPA FUND:									
TOTAL REVENUES		0.00		0.00		0.00		0.00	0.00
TOTAL EXPENDITURES		0.00		0.00		0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		0.00		0.00		0.00	0.00

PERIOD ENDING 10/31/2025

% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025		ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)		
Fund 502 - BOAT LAUNCH								
Revenues								
Dept 000								
502-000-653.00	BOAT LAUNCH FEES	16,000.00	11,551.60		945.58	4,448.40		72.20
502-000-689.00	CASH OVER OR SHORT	0.00	0.00		0.00	0.00		0.00
502-000-699.00	INTERFUND TRANSFER IN	0.00	0.00		0.00	0.00		0.00
<hr/>								
Total Dept 000		16,000.00	11,551.60		945.58	4,448.40		72.20
<hr/>								
TOTAL REVENUES		16,000.00	11,551.60		945.58	4,448.40		72.20
<hr/>								
Expenditures								
Dept 756 - BOAT LAUNCH								
502-756-702.00	SALARIES AND WAGES	6,700.00	116.20		0.00	6,583.80		1.73
502-756-709.00	EMPLOYER SOCIAL SECURITY	512.00	8.89		0.00	503.11		1.74
502-756-752.00	OPERATING SUPPLIES	500.00	750.01		0.00	(250.01)		150.00
502-756-801.00	BOAT LAUNCH CONTRACTED SERVICES	1,200.00	0.00		0.00	1,200.00		0.00
502-756-809.00	FEES	0.00	0.00		0.00	0.00		0.00
502-756-920.00	ELECTRIC	500.00	141.98		43.41	358.02		28.40
502-756-930.00	REPAIRS/MAINT. LAND & BLDG.	1,000.00	0.00		0.00	1,000.00		0.00
502-756-940.00	BOAT LAUNCH LEASE	1,500.00	0.00		0.00	1,500.00		0.00
<hr/>								
Total Dept 756 - BOAT LAUNCH		11,912.00	1,017.08		43.41	10,894.92		8.54
<hr/>								
TOTAL EXPENDITURES		11,912.00	1,017.08		43.41	10,894.92		8.54
<hr/>								
Fund 502 - BOAT LAUNCH:								
TOTAL REVENUES		16,000.00	11,551.60		945.58	4,448.40		72.20
TOTAL EXPENDITURES		11,912.00	1,017.08		43.41	10,894.92		8.54
NET OF REVENUES & EXPENDITURES		4,088.00	10,534.52		902.17	(6,446.52)		257.69

User: DAWN

PERIOD ENDING 10/31/2025

% Fiscal Year Completed: 33.70

DB: Tuscarora

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDDG USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2025	10/31/2025	MONTH 10/31/2025	BALANCE	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 590 - SEWER FUND										
Revenues										
Dept 000										
590-000-451.00	SPECIAL ASSESSMENTS	55,051.00	0.00	0.00	0.00	0.00	55,051.00		0.00	0.00
590-000-451.01	SEWER PHASE 1	86,597.86	0.00	0.00	0.00	0.00	86,597.86		0.00	0.00
590-000-451.02	SEWER PHASE 2	86,250.00	0.00	0.00	0.00	0.00	86,250.00		0.00	0.00
590-000-502.00	GRANT REVENUE PHASE 1	860,000.00	62,674.58	0.00	28,500.23	0.00	797,325.42		0.00	7.29
590-000-502.01	GRANT REVENUE USDA PHASE 1	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-502.02	EPA GRANT FUNDS PHASE II	2,000,000.00	1,321,783.70	0.00	1,682.56	0.00	678,216.30		0.00	66.09
590-000-548.00	STATE CONTRIB FOR LAND	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-569.00	SEWER GRANT FUNDS	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00		0.00	0.00
590-000-581.00	LOCAL CONTRIBUTION FOR LAND	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-626.00	CHARGES FOR SERVICES RENDERED	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-628.00	SEWER HOOK-UP/BENEFIT FEE	50,000.00	30.00	0.00	0.00	0.00	49,970.00		0.06	0.06
590-000-642.00	SOM CONTRACT	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-651.00	FEES OPERATING	170,000.00	94,312.81	0.00	48,097.56	0.00	75,687.19		0.00	55.48
590-000-651.01	RRI FEES	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-658.00	FINES	7,000.00	1,919.09	0.00	(157.18)	0.00	5,080.91		0.00	27.42
590-000-665.00	INTEREST	58,090.00	96.37	0.00	0.00	0.00	57,993.63		0.17	0.17
590-000-665.01	INTEREST PHASE I	92,877.00	0.00	0.00	0.00	0.00	92,877.00		0.00	0.00
590-000-665.02	INTEREST PHASE II	100,913.00	0.00	0.00	0.00	0.00	100,913.00		0.00	0.00
590-000-666.00	DIVIDENDS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-674.00	CONTRIBUTIONS FROM PRIVATE SOURC	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-676.00	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-687.00	REFUNDS/OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-689.00	CASH OVER OR SHORT	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
590-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Total Dept 000		4,566,778.86	1,480,816.55	78,123.17			3,085,962.31			32.43
Dept 999										
590-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL REVENUES		4,566,778.86	1,480,816.55	78,123.17			3,085,962.31			32.43
Expenditures										
Dept 536 - WATER AND SEWER SYSTEMS										
590-536-702.00	SEWER HOURLY	0.00	245.00	0.00	0.00	0.00	(245.00)			100.00
590-536-709.00	EMPLOYER SOCIAL SECURITY - SEWER	0.00	18.75	0.00	0.00	0.00	(18.75)			100.00
590-536-751.00	LAB CHEMICALS & SUPPLIES	20,000.00	3,124.35	0.00	0.00	0.00	16,875.65			15.62
590-536-752.00	OPERATING SUPPLIES	875.00	0.00	0.00	0.00	0.00	875.00			0.00
590-536-801.00	OPERATIONS CONTRACT	168,000.00	13,930.00	0.00	0.00	0.00	154,070.00			8.29
590-536-801.01	MISC PROFESSIONAL	4,000.00	0.00	0.00	0.00	0.00	4,000.00			0.00
590-536-801.02	O & M ADDITIONAL SERVICES	4,000.00	4,410.00	0.00	0.00	0.00	(410.00)			110.25
590-536-801.03	SEWER DEPT CONTRACTED SERV	300.00	57.00	0.00	0.00	0.00	243.00			19.00
590-536-802.00	LEGAL, PERMITS	10,750.00	308.00	0.00	308.00	0.00	10,442.00			2.87
590-536-805.00	LAB ANALYSIS	3,600.00	0.00	0.00	0.00	0.00	3,600.00			0.00
590-536-806.00	LOCATING SERVICE & MISS DIG	13,000.00	1,056.34	0.00	284.37	0.00	11,943.66			8.13
590-536-807.00	BIOSSOLID LAND	20,000.00	0.00	0.00	0.00	0.00	20,000.00			0.00
590-536-809.00	FEES	1,500.00	0.00	0.00	0.00	0.00	1,500.00			0.00
590-536-852.00	INTERNET	480.00	40.01	0.00	(40.01)	0.00	439.99			8.34
590-536-861.00	MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00			0.00
590-536-900.00	PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00			0.00
590-536-916.00	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00	0.00			0.00

GGL NUMBER	DESCRIPTION	2025-26	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	10/31/2025	10/31/2025	MONTH 10/31/2025	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)		
Fund 590 - SEWER FUND									
Expenditures									
590-536-920.00	ELECTRIC	48,000.00	16,310.51	7,701.24	31,689.49	33.98			
590-536-921.00	NATURAL GAS	2,000.00	166.10	54.04	1,833.90	8.31			
590-536-930.00	REPAIRS/MAINT. LAND & BLDG.	20,000.00	79.47	0.00	19,920.53	0.40			
590-536-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	101,200.00	22,213.13	11,884.96	78,986.87	21.95			
590-536-933.00	SOFTWARE MAINT AGREEMENT	808.00	0.00	0.00	808.00	0.00			
590-536-935.00	LIABILITY INSURANCE	4,000.00	3,394.00	0.00	606.00	84.85			
590-536-940.00	TREATMENT FACILITY RENTALS	1,000.00	0.00	0.00	1,000.00	0.00			
590-536-948.00	COMPUTER SERVICES	0.00	0.00	0.00	0.00	0.00			
590-536-967.00	STATE PARK SEWER	0.00	0.00	0.00	0.00	0.00			
590-536-968.00	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00			
590-536-975.00	BUILDINGS	0.00	0.00	0.00	0.00	0.00			
590-536-977.00	EQUIPMENT	21,000.00	0.00	0.00	21,000.00	0.00			
590-536-980.00	COMPUTER & OFFICE EQUIP	0.00	0.00	0.00	0.00	0.00			
590-536-984.00	SOFTWARE	1,050.00	0.00	0.00	1,050.00	0.00			
Total Dept 536 - WATER AND SEWER SYSTEMS		445,563.00	65,352.66	20,192.60	380,210.34	14.67			
Dept 901 - CIP									
590-901-970.00	SEWER CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00			
Total Dept 901 - CIP		0.00	0.00	0.00	0.00	0.00			
Dept 906									
590-906-992.00	BOND PRINCIPAL PAYMENT	63,000.00	0.00	0.00	63,000.00	0.00			
590-906-992.01	BOND PRINC PYMNT PHASE I	87,000.00	0.00	0.00	87,000.00	0.00			
590-906-992.02	BOND PRINC PYMNT PHASE II	86,250.00	0.00	0.00	86,250.00	0.00			
590-906-993.00	BOND INTEREST PAYMENT	45,000.00	21,039.38	0.00	23,960.62	46.75			
590-906-993.01	BOND INTEREST PAYMENT PHASE I	61,000.00	30,415.00	0.00	30,585.00	49.86			
590-906-993.02	BOND INTEREST PAYMENT PHASE II	69,000.00	5,780.31	0.00	63,219.69	8.38			
Total Dept 906		411,250.00	57,234.69	0.00	354,015.31	13.92			
Dept 966									
590-966-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00			
Total Dept 966		0.00	0.00	0.00	0.00	0.00			
Dept 999									
590-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00			
Total Dept 999		0.00	0.00	0.00	0.00	0.00			
TOTAL EXPENDITURES		856,813.00	122,587.35	20,192.60	734,225.65	14.31			
Fund 590 - SEWER FUND:									
TOTAL REVENUES		4,566,778.86	1,480,816.55	78,123.17	3,085,962.31	32.43			
TOTAL EXPENDITURES		856,813.00	122,587.35	20,192.60	734,225.65	14.31			
TOTAL OF REVENUES & EXPENDITURES		3,709,965.86	1,358,229.20	57,930.57	2,351,736.66	36.61			

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025		ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)		
Fund 591 - WATER FUND								
Revenues								
Dept 000								
591-000-628.00	HOOK-UP FEES	0.00	0.00		0.00	0.00	0.00	0.00
591-000-651.00	FEES OPERATING	0.00	0.00		0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00		0.00	0.00	0.00	0.00
<hr/>								
TOTAL REVENUES		0.00	0.00		0.00	0.00	0.00	0.00
<hr/>								
Expenditures								
Dept 536 - WATER AND SEWER SYSTEMS								
OPERATING SUPPLIES								
591-536-752.00		0.00	0.00		0.00	0.00	0.00	0.00
591-536-801.03	WATER DEPT CONTRACTED SERV	3,950.00	3,800.00		0.00	150.00	96.20	96.20
591-536-802.00	LEGAL, PERMITS	0.00	0.00		0.00	0.00	0.00	0.00
591-536-977.00	EQUIPMENT	0.00	0.00		0.00	0.00	0.00	0.00
<hr/>								
Total Dept 536 - WATER AND SEWER SYSTEMS		3,950.00	3,800.00		0.00	150.00	96.20	96.20
<hr/>								
TOTAL EXPENDITURES		3,950.00	3,800.00		0.00	150.00	96.20	96.20
<hr/>								
Fund 591 - WATER FUND:								
TOTAL REVENUES								
TOTAL EXPENDITURES								
NET OF REVENUES & EXPENDITURES								
<hr/>								
0.00								
3,950.00								
(3,950.00)								
0.00								
0.00								
150.00								
(150.00)								
0.00								
96.20								
96.20								



GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 703 - CURRENT TAX COLLECTION FUND						
Revenues						
Dept 000						
703-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES						
		0.00	0.00	0.00	0.00	0.00
Fund 703 - CURRENT TAX COLLECTION FUND:						
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES						
		0.00	0.00	0.00	0.00	0.00

User: DAWN

DB: Tuscarora

PERIOD ENDING 10/31/2025

% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR	AVAILABLE	
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2025	10/31/2025	MONTH 10/31/2025	BALANCE	% BDGT
						INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 860 - SPECIAL ASSESSMENT								
Revenues								
Dept 000								
860-000-451.00	SPEC ASSESSMENT	0.00		0.00		0.00	0.00	0.00
860-000-451.01	PROSPECT/CHIPPEWA BEACH	0.00		0.00		0.00	0.00	0.00
860-000-451.02	WAHBBE	0.00		0.00		0.00	0.00	0.00
860-000-451.03	NABANOIS	0.00		0.00		0.00	0.00	0.00
860-000-665.00	INTEREST INCOME	0.00		0.00		0.00	0.00	0.00
860-000-665.01	INTEREST-CHIPPEWA BEACH	0.00		0.00		0.00	0.00	0.00
860-000-665.02	INTEREST-WAHBBE	0.00		0.00		0.00	0.00	0.00
860-000-674.00	CONTRIBUTIONS FROM PRIVATE SOURC	0.00		0.00		0.00	0.00	0.00
860-000-689.00	CASH OVER OR SHORT	0.00		0.00		0.00	0.00	0.00
860-000-699.00	INTERFUND TRANSFER IN	0.00		(2,729.23)		0.00	2,729.23	100.00
Total Dept 000		0.00		(2,729.23)		0.00	2,729.23	100.00
Dept 999								
860-999-599.99	REV CLOSING OFFSET	0.00		0.00		0.00	0.00	0.00
Total Dept 999		0.00		0.00		0.00	0.00	0.00
TOTAL REVENUES		0.00		(2,729.23)		0.00	2,729.23	100.00
Expenditures								
Dept 450 - ROAD AND STREET DETAIL								
860-450-900.03	NABANOIS PUBLICATIONS	0.00		0.00		0.00	0.00	0.00
860-450-964.00	REFUNDS AND REBATES	0.00		0.00		0.00	0.00	0.00
860-450-989.03	NABANOIS ROAD IMPROVEMENTS	0.00		0.00		0.00	0.00	0.00
860-450-993.00	BOND INTEREST PAYMENT	0.00		0.00		0.00	0.00	0.00
Total Dept 450 - ROAD AND STREET DETAIL		0.00		0.00		0.00	0.00	0.00
Dept 906								
860-906-992.00	BOND PAYMENT	0.00		0.00		0.00	0.00	0.00
Total Dept 906		0.00		0.00		0.00	0.00	0.00
Dept 966								
860-966-995.00	INTERFUND TRANSFER OUT	0.00		0.00		0.00	0.00	0.00
Total Dept 966		0.00		0.00		0.00	0.00	0.00
Dept 999								
860-999-999.99	EXP CLOSING OFFSET	0.00		0.00		0.00	0.00	0.00
Total Dept 999		0.00		0.00		0.00	0.00	0.00
TOTAL EXPENDITURES		0.00		0.00		0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025		ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL	(ABNORMAL)		NORMAL (ABNORMAL)	USED	
Fund 860 - SPECIAL ASSESSMENT								
Fund 860 - SPECIAL ASSESSMENT:								
TOTAL REVENUES			0.00	(2,729.23)	0.00	2,729.23	100.00	
TOTAL EXPENDITURES			0.00	0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES			0.00	(2,729.23)	0.00	2,729.23	100.00	



GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 10/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 902 - ASSETS						
Expenditures						
Dept 000						
902-000-968.00	DEPRECIATION EXPENSE - POLICE	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
Dept 301 - POLICE						
902-301-968.00	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
Total Dept 301 - POLICE		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 902 - ASSETS:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		7,637,477.86	1,728,671.04	154,743.35	5,908,806.82	22.63
NET OF REVENUES & EXPENDITURES		4,006,738.02	1,236,195.11	182,769.19	2,770,542.91	30.85
		3,630,739.84	492,475.93	(28,025.84)	3,138,263.91	13.56

Fund 101 GENERAL FUND

GL Number	Description	Balance
*** Assets ***		
101-000-001.02	POOL	642,235.32
101-000-004.00	PETTY CASH	250.00
101-000-040.00	ACCOUNTS RECEIVABLE	1,250.00
101-000-078.00	DUE FROM STATE OF MICHIGAN	57,221.00
101-000-078.01	DUE FROM SOM COMMUNITY CENTER GRAN	(87,449.22)
101-000-081.00	DUE FROM OTHER UNITS OF GOVT.	(37,112.48)
101-000-084.00	DUE FROM OTHER FUNDS	2,729.23
101-000-084.02	DUE FROM TAX FUND	(144,809.13)
101-000-084.90	DUE FROM SEWER	351,220.12
101-000-123.00	PREPAID EXPENDITURES	49,117.20
101-000-189.00	LEASE RECEIVABLE	124,885.00
Total Assets		959,537.04
*** Liabilities ***		
101-000-202.00	ACCOUNTS PAYABLE	52,264.87
101-000-225.00	DUE TO LOCAL SCHOOLS	78.56
101-000-275.00	DUE TO CUSTOMER - MR OVERPAYMENTS	1,600.00
101-000-339.00	UNEARNED REVENUE YOUTH GRANT	(51,606.25)
101-000-339.01	UNEARNED REVENUE COMMUNITY GRANT	(87,449.22)
101-000-361.00	LEASE DEFERRED INFLOW	122,617.00
Total Liabilities		37,504.96
*** Fund Balance ***		
101-000-388.00	V.P. BRICK FUND BALANCE-ASSIGNE	16,554.18
101-000-390.00	FUND BALANCE	1,106,357.14
Total Fund Balance		1,122,911.32
Beginning Fund Balance - 24-25		1,122,911.32
Net of Revenues VS Expenditures - 24-25		(34,394.25)
*24-25 End FB/25-26 Beg FB		1,088,517.07
Net of Revenues VS Expenditures - Current Year		(166,484.99)
Ending Fund Balance		922,032.08
Total Liabilities And Fund Balance		959,537.04

\* Year Not Closed

Fund 206 FIRE FUND

GL Number	Description	Balance
*** Assets ***		
206-000-001.02	POOL	(9,653.55)
206-000-084.02	DUE FROM TAX FUND	(5.02)
<b>Total Assets</b>		<b>(9,658.57)</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
206-000-375.00	FUND BALANCE RESTRICTED	24.77
<b>Total Fund Balance</b>		<b>24.77</b>
<b>Beginning Fund Balance - 24-25</b>		<b>24.77</b>
<b>Net of Revenues VS Expenditures - 24-25</b>		<b>(9,683.34)</b>
<b>*24-25 End FB/25-26 Beg FB</b>		<b>(9,658.57)</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>0.00</b>
<b>Ending Fund Balance</b>		<b>(9,658.57)</b>
<b>Total Liabilities And Fund Balance</b>		<b>(9,658.57)</b>

\* Year Not Closed

Fund 207 POLICE FUND

GL Number	Description	Balance
*** Assets ***		
207-000-001.02	POOL	468,084.46
207-000-004.00	PETTY CASH ACCOUNT	200.00
207-000-123.00	PREPAID EXPENDITURES	27,729.18
Total Assets		496,013.64
*** Liabilities ***		
207-000-202.00	ACCOUNTS PAYABLE	35,478.00
207-000-230.00	DUE TO OTHER UNITS OF GOVT.	735.00
207-000-339.00	UNEARNED REVENUE	4,000.00
Total Liabilities		40,213.00
*** Fund Balance ***		
207-000-375.00	POLICE FUND BALANCE RESTRICTED	745,717.82
Total Fund Balance		745,717.82
Beginning Fund Balance - 24-25		745,717.82
Net of Revenues VS Expenditures - 24-25		131,612.17
*24-25 End FB/25-26 Beg FB		877,329.99
Net of Revenues VS Expenditures - Current Year		(421,529.35)
Ending Fund Balance		455,800.64
Total Liabilities And Fund Balance		496,013.64

\* Year Not Closed



Fund 219 STREET LIGHTING FUND

GL Number	Description	Balance
*** Assets ***		
219-000-001.02	POOL	7,574.33
Total Assets		7,574.33
*** Liabilities ***		
219-000-202.00	ACCOUNTS PAYABLE	194.39
Total Liabilities		194.39
*** Fund Balance ***		
219-000-375.00	FUND BALANCE - RESTRICTED	13,291.46
Total Fund Balance		13,291.46
Beginning Fund Balance - 24-25		13,291.46
Net of Revenues VS Expenditures - 24-25		2,092.55
*24-25 End FB/25-26 Beg FB		15,384.01
Net of Revenues VS Expenditures - Current Year		(8,004.07)
Ending Fund Balance		7,379.94
Total Liabilities And Fund Balance		7,574.33

\* Year Not Closed

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
-----------	-------------	---------

\*\*\* Assets \*\*\*

248-000-001.02	POOL	114,580.76
248-000-002.01	DDA USDA LOAN IMMA	10,043.89
248-000-002.04	DDA USDA BOND RESERVE	32,400.00

<b>Total Assets</b>		<b>157,024.65</b>
---------------------	--	-------------------

\*\*\* Liabilities \*\*\*

<b>Total Liabilities</b>		<b>0.00</b>
--------------------------	--	-------------

\*\*\* Fund Balance \*\*\*

248-000-390.00	FUND BALANCE	119,064.88
----------------	--------------	------------

<b>Total Fund Balance</b>		<b>119,064.88</b>
---------------------------	--	-------------------

<b>Beginning Fund Balance - 24-25</b>		<b>119,064.88</b>
---------------------------------------	--	-------------------

<b>Net of Revenues VS Expenditures - 24-25</b>		<b>313,640.22</b>
--	--	-------------------

<b>*24-25 End FB/25-26 Beg FB</b>		<b>432,705.10</b>
-----------------------------------	--	-------------------

<b>Net of Revenues VS Expenditures - Current Year</b>		<b>(275,680.45)</b>
---	--	---------------------

<b>Ending Fund Balance</b>		<b>157,024.65</b>
----------------------------	--	-------------------

<b>Total Liabilities And Fund Balance</b>		<b>157,024.65</b>
---	--	-------------------

\* Year Not Closed

Fund 271 LIBRARY FUND

GL Number	Description	Balance
-----------	-------------	---------

\*\*\* Assets \*\*\*

271-000-001.02	POOL	204,613.45
271-000-002.02	CNB IMMA 5108	28,151.52
271-000-002.03	READING GARDEN - LIBRARY	44,034.57
271-000-004.00	PETTY CASH	300.00
271-000-005.00	COMMUNITY FOUNDATION (DONOR)	63,094.55
271-000-017.00	COMMUNITY FOUNDATION (AGENCY)	54,061.37
271-000-017.03	INVESTMENTS - LPL	57,431.23
271-000-017.04	INVESTMENTS - MICHIGAN CLASS	52,625.34
271-000-040.00	ACCOUNTS RECEIVABLE	241.22
271-000-078.00	DUE FROM SOM	964.66
271-000-123.00	PREPAID EXPENDITURES	3,110.85

**Total Assets**

**508,628.76**

\*\*\* Liabilities \*\*\*

271-000-202.00	ACCOUNTS PAYABLE	3,795.49
----------------	------------------	----------

**Total Liabilities**

**3,795.49**

\*\*\* Fund Balance \*\*\*

271-000-390.00	FUND BALANCE	505,295.68
----------------	--------------	------------

**Total Fund Balance**

**505,295.68**

**Beginning Fund Balance - 24-25**

**505,295.68**

**Net of Revenues VS Expenditures - 24-25**

**(2,402.71)**

**\*24-25 End FB/25-26 Beg FB**

**502,892.97**

**Net of Revenues VS Expenditures - Current Year**

**1,940.30**

**Ending Fund Balance**

**504,833.27**

**Total Liabilities And Fund Balance**

**508,628.76**

\* Year Not Closed

Fund 282 ARPA FUND

GL Number	Description	Balance
*** Assets ***		
282-000-001.02	POOL	1,226.93
<b>Total Assets</b>		<b>1,226.93</b>
*** Liabilities ***		
282-000-339.00	UNEARNED REVENUE	1,226.48
<b>Total Liabilities</b>		<b>1,226.48</b>
*** Fund Balance ***		
282-000-390.00	FUND BALANCE ARPA	0.45
<b>Total Fund Balance</b>		<b>0.45</b>
<b>Beginning Fund Balance - 24-25</b>		<b>0.45</b>
<b>Net of Revenues VS Expenditures - 24-25</b>		<b>0.00</b>
<b>Fund Balance Adjustments - 24-25</b>		<b>0.00</b>
<b>*24-25 End FB/25-26 Beg FB</b>		<b>0.45</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>0.00</b>
<b>Fund Balance Adjustments</b>		<b>0.00</b>
<b>Ending Fund Balance</b>		<b>0.45</b>
<b>Total Liabilities And Fund Balance</b>		<b>1,226.93</b>

\* Year Not Closed

Fund 502 BOAT LAUNCH

GL Number	Description	Balance
*** Assets ***		
502-000-001.02	POOL	153,941.98
Total Assets		153,941.98
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
502-000-390.00	FUND BALANCE (RESTRICTED)	127,884.37
Total Fund Balance		127,884.37
Beginning Fund Balance - 24-25		127,884.37
Net of Revenues VS Expenditures - 24-25		15,523.09
*24-25 End FB/25-26 Beg FB		143,407.46
Net of Revenues VS Expenditures - Current Year		10,534.52
Ending Fund Balance		153,941.98
Total Liabilities And Fund Balance		153,941.98

\* Year Not Closed

Fund 590 SEWER FUND

GL Number	Description	Balance
-----------	-------------	---------

\*\*\* Assets \*\*\*

590-000-001.02	POOL - SEWER OPERATING	(109,135.14)
590-000-002.00	SEWER SPECIAL ASSESSMENT	342,041.43
590-000-003.01	RRI ACCOUNT	56,903.46
590-000-003.02	SEWER ADDL REU	476,597.14
590-000-003.11	PNC SEWER PHASE 1 CONSTRUCTION	500.00
590-000-003.12	PHASE 1 SPECIAL ASSESSMENT	2,338.48
590-000-003.21	PNC SEWER PHASE 2 CONSTRUCTION	500.00
590-000-003.22	PHASE 2 SPECIAL ASSESSMENT	173.57
590-000-003.23	SEWER PHASE II - EPA FUNDS	106.25
590-000-033.01	ACCOUNTS RECEIVABLE	23,722.96
590-000-033.02	RECEIVABLE DEL O & M	7,181.32
590-000-045.00	SPECIAL ASSESSMENTS RECEIVABLE	1,669,945.19
590-000-078.00	DUE FROM SOM - EGLE	(18,759.83)
590-000-080.02	DUE FROM USDA '24 PHASE 2	2,374,061.74
590-000-081.00	DUE FROM USDA GRANT PHASE 1	209,788.96
590-000-084.02	DUE FROM TAX FUND	202,293.28
590-000-123.00	PREPAID EXPENDITURES	7,594.76
590-000-130.00	LAND	178,618.00
590-000-154.00	SEWER PLANT	6,107,004.60
590-000-155.00	ACCUMULATED DEPRECIATION-SEWER PL	(1,038,705.60)
590-000-156.00	SOFTWARE	6,681.00
590-000-158.00	CONSTRUCTION IN PROGRESS	7,494,829.27
590-000-158.02	CONSTRUCTION IN PROGRESS PHASE II	2,341,497.84

Total Assets

20,335,778.68

\*\*\* Liabilities \*\*\*

590-000-202.00	ACCOUNTS PAYABLE	7,217.38
590-000-214.00	DUE TO OTHER FUNDS	353,949.35
590-000-250.00	CURRENT PORTION LONG TERM DEBT	63,000.00
590-000-250.01	CURRENT DEBT USDA - '24 SEWER PHAS	5,000.00
590-000-251.00	ACCRUED INTEREST	(7,564.37)
590-000-307.00	USDA LOAN - '14 BUSINESS	1,540,000.00
590-000-307.01	USDA LOAN - '24 NEW PHASE 1	3,476,000.00
590-000-307.02	USDA LOAN - '24 PHASE 2	3,441,000.00
590-000-339.00	DEFERRED REVENUE	(11,259.83)

Total Liabilities

8,867,342.53

\*\*\* Fund Balance \*\*\*

590-000-392.00	DEBT SERVICE FUND BALANCE RESTRI	1,647,284.00
590-000-393.00	RRI FUND BALANCE RESTRICTED	96,470.00
590-000-394.00	ADDL REU FUND BALANCE RESTRICTED	257,754.00
590-000-399.00	NET ASSETS	3,883,895.91

Total Fund Balance

5,885,403.91

Beginning Fund Balance - 24-25

5,929,218.79

Net of Revenues VS Expenditures - 24-25

4,224,803.04

Fund Balance Adjustments - 24-25

(43,814.88)

\*24-25 End FB/25-26 Beg FB

10,110,206.95

Net of Revenues VS Expenditures - Current Year

1,358,229.20

Fund Balance Adjustments

0.00

Ending Fund Balance

11,468,436.15

Total Liabilities And Fund Balance

20,335,778.68

\* Year Not Closed

Fund 591 WATER FUND

GL Number	Description	Balance
*** Assets ***		
591-000-001.02	POOL	150.00
<b>Total Assets</b>		<b>150.00</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
<b>Total Fund Balance</b>		<b>0.00</b>
<b>Beginning Fund Balance - 24-25</b>		<b>0.00</b>
<b>Net of Revenues VS Expenditures - 24-25</b>		<b>3,950.00</b>
<b>*24-25 End FB/25-26 Beg FB</b>		<b>3,950.00</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>(3,800.00)</b>
<b>Ending Fund Balance</b>		<b>150.00</b>
<b>Total Liabilities And Fund Balance</b>		<b>150.00</b>

\* Year Not Closed

Fund 703 CURRENT TAX COLLECTION FUND

GL Number	Description	Balance
*** Assets ***		
703-000-001.00	CHECKING	792,312.13
<b>Total Assets</b>		<b>792,312.13</b>
*** Liabilities ***		
703-000-222.00	DUE TO COUNTY	509,146.37
703-000-225.00	DUE TO LOCAL SCHOOLS	226,802.02
703-000-226.01	DUE TO GENERAL FUND	55,941.82
703-000-228.00	DUE TO STATE OF MICHIGAN	421.92
<b>Total Liabilities</b>		<b>792,312.13</b>
*** Fund Balance ***		
<b>Total Fund Balance</b>		<b>0.00</b>
<b>Beginning Fund Balance - 24-25</b>		<b>0.00</b>
<b>Net of Revenues VS Expenditures - 24-25</b>		<b>0.00</b>
<b>*24-25 End FB/25-26 Beg FB</b>		<b>0.00</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>0.00</b>
<b>Ending Fund Balance</b>		<b>0.00</b>
<b>Total Liabilities And Fund Balance</b>		<b>792,312.13</b>

\* Year Not Closed



Fund 860 SPECIAL ASSESSMENT

GL Number	Description	Balance
*** Assets ***		
860-000-001.02	POOL	(2,729.23)
860-000-045.01	SAD WAHBEE	18,827.00
860-000-045.02	SAD PROSP/CHIPPEWA	72,558.64
860-000-084.00	DUE FROM OTHER FUNDS	72,033.23
<b>Total Assets</b>		<b>160,689.64</b>
*** Liabilities ***		
860-000-361.01	SAD WAHBEE	18,827.00
860-000-361.02	SAD PROSP/CHIPPEWA	72,558.64
<b>Total Liabilities</b>		<b>91,385.64</b>
*** Fund Balance ***		
860-000-379.00	FUND BALANCE RESTRICTED	125,046.83
<b>Total Fund Balance</b>		<b>125,046.83</b>
<b>Beginning Fund Balance - 24-25</b>		<b>125,046.83</b>
<b>Net of Revenues VS Expenditures - 24-25</b>		<b>(53,013.60)</b>
<b>*24-25 End FB/25-26 Beg FB</b>		<b>72,033.23</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>(2,729.23)</b>
<b>Ending Fund Balance</b>		<b>69,304.00</b>
<b>Total Liabilities And Fund Balance</b>		<b>160,689.64</b>

\* Year Not Closed

Fund 901 ASSETS

GL Number	Description	Balance
-----------	-------------	---------

\*\*\* Assets \*\*\*

901-000-132.00	LAND IMPROVEMENTS - PARKS	2,713,402.68
901-000-132.01	LAND IMPROVEMENTS - TWP	74,200.00
901-000-132.04	LAND IMPROVEMENTS - AIRPORT	9,147.00
901-000-133.00	ACCUMULATED DEPRECIATION - PARKS	(1,921,763.16)
901-000-133.01	ACCUMULATED DEPRECIATION - TWP	(40,084.47)
901-000-133.04	ACCUMULATED DEPRECIATION - AIRPORT	(9,147.00)
901-000-136.00	BUILDINGS - PARKS	505,228.00
901-000-136.01	BUILDINGS - TWP	1,252,163.86
901-000-136.03	BUILDINGS - CEMETERY	7,200.00
901-000-136.04	BUILDINGS - AIRPORT	32,044.00
901-000-137.00	ACCUMULATED DEPRECIATION - BLDG PA	(101,348.98)
901-000-137.01	ACCUMULATED DEPRECIATION-BLD TWP	(966,400.79)
901-000-137.03	ACCUMULATED DEPTRECIATION-BLDG CEM	(7,200.00)
901-000-137.04	ACCUMULATED DEPRECIATION - AIRPORT	(8,370.12)
901-000-144.00	EQUIPMENT - YARD & STORAGE - PARKS	255,778.89
901-000-144.04	EQUIPMENT - AIRPORT	4,438.00
901-000-145.00	ACCUMULATED DEPRECIATION-YARD & ST	(168,770.19)
901-000-145.04	ACCUMULATED DEPRECIATION-YARD-AIF	(4,438.00)
901-000-146.01	OFFICE EQUIPMENT - TWP	222,322.78
901-000-146.05	EQUIPMENT - ELECTIONS	27,090.00
901-000-147.01	ACCUMULATED DEPRECIATION-EQUIP TWP	(91,788.91)
901-000-147.05	ACCUMULATED DEPRECIATION - ELECTIC	(21,834.75)
901-000-148.00	VEHICLES - PARKS	126,386.00
901-000-149.00	ACCUMULATED DEPRECIATION - VEHICLE	(54,766.51)

<b>Total Assets</b>	<b>1,833,488.33</b>
---------------------	---------------------

\*\*\* Fund Balance \*\*\*

901-000-399.00	FUND BALANCE	1,386,482.83
901-000-399.01	NET ASSETS	418,076.37
901-000-399.04	NET ASSETS - AIRPORT	23,673.88
901-000-399.05	NET ASSETS - ELECTIONS	5,255.25

<b>Total Fund Balance</b>	<b>1,833,488.33</b>
---------------------------	---------------------

<b>Beginning Fund Balance - 24-25</b>	<b>1,833,488.33</b>
---------------------------------------	---------------------

<b>Net of Revenues VS Expenditures - 24-25</b>	<b>0.00</b>
--	-------------

<b>*24-25 End FB/25-26 Beg FB</b>	<b>1,833,488.33</b>
-----------------------------------	---------------------

<b>Net of Revenues VS Expenditures - Current Year</b>	<b>0.00</b>
---	-------------

<b>Ending Fund Balance</b>	<b>1,833,488.33</b>
----------------------------	---------------------

<b>Total Liabilities And Fund Balance</b>	<b>1,833,488.33</b>
---	---------------------

\* Year Not Closed

Fund 902 ASSETS

GL Number	Description	Balance
-----------	-------------	---------

\*\*\* Assets \*\*\*

902-000-132.00	LAND IMPROVEMENTS - POLICE	15,600.00
902-000-133.00	ACCUMULATED DEPRECIATION - POLICE	(8,320.00)
902-000-136.00	BUILDINGS - POLICE	109,869.00
902-000-137.00	ACCUMULATED DEPRECIATION - BLDG	(18,311.50)
902-000-140.00	EQUIPMENT - POLICE	88,829.36
902-000-141.00	ACCUMULATED DEPRECIATION - EQUIP	(47,092.90)
902-000-148.00	VEHICLES - POLICE	239,969.47
902-000-149.00	ACCUMULATED DEPRECIATION - VEHICLE	(47,267.81)

<b>Total Assets</b>	<b>333,275.62</b>
---------------------	-------------------

\*\*\* Fund Balance \*\*\*

902-000-399.00	FUND BALANCE	333,275.62
----------------	--------------	------------

<b>Total Fund Balance</b>	<b>333,275.62</b>
---------------------------	-------------------

<b>Beginning Fund Balance - 24-25</b>	<b>333,275.62</b>
---------------------------------------	-------------------

<b>Net of Revenues VS Expenditures - 24-25</b>	<b>0.00</b>
--	-------------

<b>*24-25 End FB/25-26 Beg FB</b>	<b>333,275.62</b>
-----------------------------------	-------------------

<b>Net of Revenues VS Expenditures - Current Year</b>	<b>0.00</b>
---	-------------

<b>Ending Fund Balance</b>	<b>333,275.62</b>
----------------------------	-------------------

<b>Total Liabilities And Fund Balance</b>	<b>333,275.62</b>
---	-------------------

\* Year Not Closed

## **Treasurer Report**

11/06/2025 01:25 PM  
User: CHRIS  
DB: Tuscarora

CASH SUMMARY BY BANK FOR TUSCARORA TWP  
FROM 07/01/2025 TO 11/06/2025

Page: 1/3

Bank Code			Beginning Balance 07/01/2025	Total Debits	Total Credits	Ending Balance 11/06/2025
Fund	Description					
SPAS 2016	SPECIAL ASSESSMENT					
860	SPECIAL ASSESSMENT		0.00	0.65	0.65	0.00
	2016 SPECIAL ASSESSMENT		<u>0.00</u>	<u>0.65</u>	<u>0.65</u>	<u>0.00</u>
TXIMM CNB	TAX					
703	CURRENT TAX COLLECTION FUND		0.00	0.00	0.00	0.00
	CNB TAX		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
CFAGE	COMMUNITY FOUNDATION AGENCY					
271	LIBRARY FUND		54,061.37	0.00	0.00	54,061.37
	COMMUNITY FOUNDATION AGENCY		<u>54,061.37</u>	<u>0.00</u>	<u>0.00</u>	<u>54,061.37</u>
CFDON	COMMUNITY FOUNDATION DONOR					
271	LIBRARY FUND		63,094.55	0.00	0.00	63,094.55
	COMMUNITY FOUNDATION DONOR		<u>63,094.55</u>	<u>0.00</u>	<u>0.00</u>	<u>63,094.55</u>
DDASV DDA	IMMA					
248	DOWNTOWN DEVELOPMENT AUTHORITY		256,463.23	10,024.11	256,443.45	10,043.89
	DDA IMMA		<u>256,463.23</u>	<u>10,024.11</u>	<u>256,443.45</u>	<u>10,043.89</u>
DDARD DDA	USDA RD BOND					
248	DOWNTOWN DEVELOPMENT AUTHORITY		22,400.00	16,000.00	6,000.00	32,400.00
	DDA USDA RD BOND		<u>22,400.00</u>	<u>16,000.00</u>	<u>6,000.00</u>	<u>32,400.00</u>
POOL	GENERAL - ALL					
101	GENERAL FUND		662,357.92	381,250.07	420,357.01	623,250.98
206	FIRE FUND		(9,653.55)	0.00	0.00	(9,653.55)
207	POLICE FUND		901,354.89	50,929.75	522,344.97	429,939.67
219	STREET LIGHTING FUND		17,671.97	0.00	10,292.03	7,379.94
248	DOWNTOWN DEVELOPMENT AUTHORITY		153,874.66	511,882.90	551,176.80	114,580.76
271	LIBRARY FUND		250,826.52	49,421.09	102,027.42	198,220.19
282	ARPA FUND		1,226.93	2,798.14	2,798.14	1,226.93
502	BOAT LAUNCH		143,448.84	11,594.66	1,140.81	153,902.69
590	SEWER FUND		(262,566.10)	3,405,075.52	3,255,467.94	(112,958.52)
591	WATER FUND		150.00	0.00	0.00	150.00
704	IMPREST PAYROLL FUND		0.00	164,320.56	162,614.78	1,705.78
860	SPECIAL ASSESSMENT		(4,499.35)	7,590.79	5,820.67	(2,729.23)
	GENERAL - ALL		<u>1,854,192.73</u>	<u>4,584,863.48</u>	<u>5,034,040.57</u>	<u>1,405,015.64</u>
LIBIN	IRAL INVESTMENT ACCOUNT					
271	LIBRARY FUND		57,417.80	13.43	0.00	57,431.23
	IRAL INVESTMENT ACCOUNT		<u>57,417.80</u>	<u>13.43</u>	<u>0.00</u>	<u>57,431.23</u>

LIBSP LIBRARY SPECIAL

11/06/2025 01:25 PM  
 User: CHRIS  
 DB: Tuscarora

CASH SUMMARY BY BANK FOR TUSCARORA TWP  
 FROM 07/01/2025 TO 11/06/2025

Page: 2/3

Bank Code Fund	Description	Beginning Balance 07/01/2025	Total Debits	Total Credits	Ending Balance 11/06/2025
271	LIBRARY FUND	28,144.42	7.10	0.00	28,151.52
	LIBRARY SPECIAL	28,144.42	7.10	0.00	28,151.52
MICLA 271	MICHIGAN CLASS LIBRARY FUND	52,430.28	195.06	0.00	52,625.34
	MICHIGAN CLASS	52,430.28	195.06	0.00	52,625.34
NRRI2 590	PNC PHASE 2 SEWER RRI SEWER FUND	1,621.24	27,794.81	29,242.48	173.57
	PNC PHASE 2 SEWER RRI	1,621.24	27,794.81	29,242.48	173.57
NRRI1 590	PNC RRI SEWER PHASE 1 SEWER FUND	29,284.47	25,000.00	51,945.99	2,338.48
	PNC RRI SEWER PHASE 1	29,284.47	25,000.00	51,945.99	2,338.48
SWRC1 590	PNC SEWER PHASE 1 CONSTRUCTION SEWER FUND	622.77	864,943.51	865,066.28	500.00
	PNC SEWER PHASE 1 CONSTRUCTION	622.77	864,943.51	865,066.28	500.00
SWRC2 590	PNC SEWER PHASE 2 CONSTRUCTION SEWER FUND	134,644.75	397,380.55	531,525.30	500.00
	PNC SEWER PHASE 2 CONSTRUCTION	134,644.75	397,380.55	531,525.30	500.00
LIBRG 271	READING GARDEN - LIBRARY LIBRARY FUND	0.00	83,068.50	39,033.93	44,034.57
	READING GARDEN - LIBRARY	0.00	83,068.50	39,033.93	44,034.57
ADDRE 590	SEWER ADD REU SEWER FUND	487,700.14	8,000.00	19,103.00	476,597.14
	SEWER ADD REU	487,700.14	8,000.00	19,103.00	476,597.14
SEPA 590	SEWER PHASE II - EPA FUNDS SEWER FUND	62,925.93	1,321,839.77	1,384,659.45	106.25
	SEWER PHASE II - EPA FUNDS	62,925.93	1,321,839.77	1,384,659.45	106.25
RRI 590	SEWER RRI SEWER FUND	84,693.37	63,100.00	90,889.91	56,903.46
	SEWER RRI	84,693.37	63,100.00	90,889.91	56,903.46
SEWER 590	SEWER SPEC ASSESSMENT SEWER FUND	591,043.45	186,288.40	435,290.42	342,041.43

CASH SUMMARY BY BANK FOR TUSCARORA TWP  
FROM 07/01/2025 TO 11/06/2025

Bank Code		Beginning Balance	Total	Total	Ending
Fund	Description	07/01/2025	Debits	Credits	11/06/2025
	SEWER SPEC ASSESSMENT	591,043.45	186,288.40	435,290.42	342,041.43
TXCHK	TAX CHECKING				
703	CURRENT TAX COLLECTION FUND	0.00	5,722,451.15	4,930,139.02	792,312.13
	TAX CHECKING	0.00	5,722,451.15	4,930,139.02	792,312.13
	TOTAL - ALL FUNDS	3,780,740.50	13,310,970.52	13,673,380.45	3,418,330.57



**Plante & Moran, PLLC**  
3000 Town Center  
Suite 100  
Southfield, MI 48075  
Tel: +1 (248) 352-2500

## INVOICE

Tuscarora Township  
3546 S Straits Highway  
P.O. Box 220  
Indian River, MI 49749  
United States of America

Date: 10/03/2025  
Client No: 1010559  
Invoice No: 10554151  
Page: 1

### For Professional Services Rendered

For professional services rendered through September 30, 2025 in connection with the financial and accounting assistance engagement letter dated July 1, 2025.

Work performed includes kick off meetings, January-August bank reconciliations, and client communication. Time also to set up IT access with the Township.

Staff: 54.75 total hours

Bank reconciliations: 50.5 hours 9,090.00

General assistance: 2 hours 360.00

BS&A IT setup 405.00

**Balance Due** \$9,855.00 USD

**Remittance Information:** Please send all remittance information for electronic payments to [Accounts.Receivable@plantemoran.com](mailto:Accounts.Receivable@plantemoran.com)

<b>ACH: Preferred Payment Method</b>	<b>Wire Transfer:</b>
Bank	Bank of America
Routing/ABA#	071000039
Bank Address	100 North Tryon Street Charlotte, NC 28202
Account Number	9890996003
Account Name	Plante & Moran, PLLC

<b>Check:</b>
Bank of America
026009593
222 Broadway
New York, NY 10038
9890996003
Plante & Moran, PLLC

**Client Payment Portal:** <https://www.plantemoran.com/client-payment-portal>

**Plante Moran, PLLC's Bill.com ID:** 0173649476958972





## **Correspondence**

**Airport**

**Assessor**

**DDA**

**FOIA**

**Library**

**Parks**

**Police**

**Tuscarora Township Police Department  
October 2025**

**Description:**

Nonaggravated Assault	2
Larceny – Other	2
Obstructing Justice	5
Operating While Intoxicated	1
Misdemeanor Traffic Violations	12
Delinquent Minors	9
Traffic Accidents	11
Non-Traffic Accidents	3
Civil Traffic Violation	10
Parking Violations	5
False Alarm Activation	7
Liquor Inspections	17
Civil Matter Dispute / Family Trouble	14
Suspicious Situations	29
Lost & Found Property	1
Natural Death	1
Assist Other Agency	22
Assist Ambulance	8
Assist Fire	2
Assist Citizen	15
Motorist Assist	12
Gun Registrations	19
Lockouts	6
Welfare Checks	5
Special Detail	3
Blight Violation	1

**Total: 222**

**Arrests**

Bench	7
Misdemeanor	6
Traffic Arrest	9
Felony Arrest	8

**Traffic Enforcement**

Verbal Warnings	236
Citations	37
Ordinance Citations	0

**Hours Worked 1,543.75**

**Miles Driven 7,109**

## **Old Business**



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

**TITLE:** Transient Merchant Ordinance no. 7

**SUMMARY:** Review of Transient Merchant Ordinance no. 7 to evaluate for duplicity clarification, and/or for necessity.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Trustee Fisher

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

**ATTACHMENTS:** Ordinance No. 7, Transient Merchants Act 51 of 1925, Application from Scio Township, Application from Charter Township of Huron.

TUSCARORA TOWNSHIP

ORDINANCE NO. 7

AN ORDINANCE TO REPEAL ORDINANCE NO. 7 OF TUSCARORA TOWNSHIP KNOWN AS THE "VENDOR'S CODE" AND REPLACE SAID ORDINANCE WITH A TRANSIENT MERCHANT ORDINANCE DEFINING REGULATING AND LICENSING TRANSIENT MERCHANTS AND PROVIDING PENALTIES FOR ITS VIOLATION.

THE TOWNSHIP OF TUSCARORA ORDAINS:

Section 1. Transient merchant. Definition. A transient merchant is any person, firm or corporation whether as owner, agent consignee or employee, or whether a resident within the township, that:

- (a) Engages in a temporary business of selling and/or delivering goods, wares or services, or who conducts meetings open to the general public where franchises, distributorships, contracts or business opportunities are offered to participants; or
- (b) Sells, offers or exhibits for sale any goods, wares or services, franchises, distributorships, contracts or business opportunities during the course of or any time within six months after a lecture or public meeting on said goods, wares, services, franchises, business opportunities, contracts or distributorships.

The foregoing notwithstanding, however, a transient merchant, for the purposes of this section, shall not include the following:

- (a) A person, firm or corporation who shall occupy any of the aforesaid places for the purpose of conducting a permanent business therein; providing however, that no person, firm or corporation shall be relieved from the provisions of the ordinance by reason of a temporary association with any local dealer, trader, merchant or auctioneer, or by conducting such temporary or transient business in connection with or as a part of or in the name of any local dealer, trader, merchant or auctioneer; or
- (b) Any sales of merchandise damaged by smoke or fire, or or bankrupt concerns, where such stocks have been acquired from merchants of the township therefore regularly licensed and engaged in business; provided, however, no such stocks of merchandise shall be augmented by new goods; or

- (c) A person, firm or corporation exhibiting goods for sale concurrent with and as an adjunct to a group display, meeting or convention duly authorized to be held in a publicly owned building and authorized and licensed pursuant to this ordinance.
- (d) A person who sells his own property which was not acquired for resale, barter or exchange and who does not conduct such sales or act as a participant by furnishing goods in such a sale more than twice during any calendar year.
- (e) Art exhibits, where participating artists sell their original works and which do not contain any sales of art works purchased elsewhere and held for resale, providing said art exhibits are sponsored by a local, responsible organization. Each organization which seeks an exemption under this paragraph shall submit a petition to the police department specifying the sponsoring organization, the location where said show is to be held, the purposes of the show, and the names of participating artists. The police department shall, upon receipt of the petition, review the petition and grant or deny the exemption. A person aggrieved by the decision may petition the township board for their determination.
- (f). Any sales of vegetables, fruits or perishable farm products by farmers selling their own product.

Section 2. License required. It shall be unlawful for any person or for any agent, servant or employee of any person to engage in, carry on or conduct the business of a transient merchant without first obtaining a license to do so. Licenses shall be obtained from the Tuscarora Township Police Department and the receipt for the payment of the fee shall serve as evidence of the issuance of a license.

Section 3. License fee. The license fee for engaging, carrying on or conducting business as a transient merchant shall be as follows:

\$ 25.00	per day per Location
\$ 100.00	per week
\$ 350.00	per month

All such fees shall be payable in advance.

Section 4. Penalty. Any person, firm or corporation violating any of the provisions of this Ordinance shall upon conviction be punished by a fine not to exceed \$500.00 or by imprisonment not to exceed 90 days or by both such fine and imprisonment at the discretion of the Court. Each day that a violation shall continue shall constitute a separate violation.

Section 5. Repeal. Ordinance No. 7 passed July 23, 1975,  
is hereby repealed in its entirety.

Section 6. Publication and Effective Date. This Ordinance  
shall be published once in the Straits Land Resorter, a  
newspaper published and circulating in said township and  
shall become effective 30 days after publication.

Adopted and ordained this 12<sup>th</sup> day of AUGUST, 1986.

Robert J. Hashett  
Supervisor

Debra J. Beebe  
Clerk

TUSCARORA TOWNSHIP

ORDINANCE NO. 7 A

AN ORDINANCE TO AMEND THE TRANSIENT MERCHANT ORDINANCE  
NO. 7 OF TUSCARORA TOWNSHIP DATED AUGUST 12, 1986.  
REVISING FEE'S AND ADDING TIME LIMITS.

THE TOWNSHIP OF TUSCARORA ORDAINS:

Section 3. License fee. The license fee for engaging, carrying on or conducting business,  
as a transient merchant shall be as follows:

\$50.00 per day

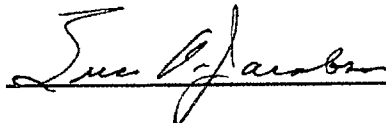
\$200.00 per week

All such fees shall be payable in advance.

Section 3 a. Time limit. A limit of fourteen days a year per vendor. Can be used daily or  
weekly. The weekly is 7 consecutive days.

This change shall be published once in the Straitsland Resorter, a Newspaper published  
and circulated in said township and shall become effective thirty (30) days after  
publication.

Enacted and ordained on the 13<sup>th</sup> day of August 2002.

 SUPERVISOR

 CLERK



## TRANSIENT MERCHANTS

### Act 51 of 1925

AN ACT to license and regulate the business of transient merchants, to provide penalties for the violation of this act, and to repeal certain inconsistent acts.

**History:** 1925, Act 51, Eff. Aug. 27, 1925.

*The People of the State of Michigan enact:*

#### **445.371 Definitions.**

Sec. 1. As used in this act

(a) "Transient merchant" means any person, firm, association, or corporation engaging temporarily in a retail sale of goods, wares, or merchandise, in any place in this state and who, for the purpose of conducting business, occupies any lot, building, room, or structure of any kind. The term shall not apply to any of the following:

(i) A person selling goods, wares, or merchandise of any description raised, produced, or manufactured by the individual offering the same for sale.

(ii) A person soliciting orders by sample, brochure, or sales catalog for future delivery or making sales at residential premises pursuant to an invitation issued by the owner or legal occupant of the premises.

(iii) A person handling vegetables, fruits, or perishable farm products at any established city or village market.

(iv) A person operating a store or refreshment stand at a resort or having a booth on or adjacent to the property owned or occupied by him or her.

(v) A person operating a stand on any fairgrounds.

(vi) A person selling at an art fair or festival or similar event at the invitation of the event's sponsor if all of the following conditions are met:

(A) The sponsor is a governmental entity or nonprofit organization.

(B) The person provides the sponsor with the person's sales tax license number.

(C) The sponsor provides a list of the event's vendors and their sales tax license numbers to the county treasurer and the state treasurer.

(b) "Person" includes any corporation, or partnership, or 2 or more persons having a joint or common interest.

**History:** 1925, Act 51, Eff. Aug. 27, 1925;—CL 1929, 9748;—CL 1948, 445.371;—Am. 1988, Act 292, Imd. Eff. Aug. 4, 1988.

**Former law:** See Act 259 of 1899; Act 191 of 1901, being CL 1915, §§ 6984 to 7000; Act 294 of 1913, being CL 1915, §§ 7001 to 7009; Act 191 of 1915; and Act 383 of 1921.

#### **445.372 Transient merchants; license required.**

Sec. 2. It shall be unlawful for any person, either as principal or agent, to engage in business as a transient merchant in the state of Michigan without having first obtained a license in the manner herein provided.

**History:** 1925, Act 51, Eff. Aug. 27, 1925;—CL 1929, 9749;—CL 1948, 445.372.

#### **445.373 Application for license; contents; attachment; service of process; deposit or surety bond; fee; issuance and expiration of license; copies to state treasurer; display of license.**

Sec. 3. Any person desiring to engage in a business shall make and file with the county treasurer of the county in which he or she intends to do business a written application stating the applicant's name, residence, federal taxpayer identification number, number of employees, state employer identification number, place where he or she intends to do business, and kind of business. A copy of the applicant's Michigan sales tax license shall be attached to the application, except for an applicant selling only food for human consumption as defined in section 4g of Act No. 167 of the Public Acts of 1933, being section 205.54g of the Michigan Compiled Laws. If the applicant is acting as agent for another person, the applicant shall cause to be filed with the county treasurer a power of attorney appointing the county treasurer the agent of the principal on whom service of process may be made in any suit commenced against the principal. The applicant shall at the same time deposit \$500.00 with the county treasurer, or file a surety company bond for that amount. The applicant shall also pay the county treasurer a \$25.00 license fee. Upon receiving the fees, the county treasurer shall issue to the applicant the license if satisfied that the business to be conducted by the person is not intended to cheat or defraud the public. A license issued under this section shall expire on the December thirty-first after its issuance. Not more than 10 days after issuing a license, the county treasurer shall send a copy of the license and the completed application to the state treasurer. The license shall be displayed in full view at the

place of business.

**History:** 1925, Act 51, Eff. Aug. 27, 1925;—CL 1929, 9750;—CL 1948, 445.373;—Am. 1988, Act 292, Imd. Eff. Aug. 4, 1988.

#### **445.374 License; deposit; subjection to claims; balance, deposit.**

Sec. 4. Deposits made with such county treasurer as required by the preceding section shall be subject to claims of creditors and claims for local license fees on behalf of any city, village or township in all cases where a judgment has been obtained against such transient merchant in any court in this state and the time for appealing such judgment has expired. In such cases garnishment proceedings may be commenced in such court against said county treasurer. It shall thereupon be the duty of the county treasurer to remit to any such court any balance of said cash deposit remaining in his hands not exceeding the amount of said judgment, for the purpose of satisfying the same. Any balance of said cash deposit remaining in the hands of the county treasurer 4 months after the expiration of said license shall be remitted to said transient merchant, provided, if, at such date, the county treasurer shall have received notice of any suit then pending against said transient merchant, said deposit shall not be returned until 60 days after the termination of such suit.

**History:** 1925, Act 51, Eff. Aug. 27, 1925;—CL 1929, 9751;—CL 1948, 445.374.

#### **445.375 License; invalidation, exhaustion of deposit; revocation.**

Sec. 5. Any such license shall be void as soon as the deposit made with the county treasurer as provided in section 3 hereof shall have been exhausted because of garnishment suits as mentioned in the preceding section. Such county treasurer may revoke any license issued by him hereunder, for good cause shown, after giving the licensee reasonable notice and opportunity to be heard.

**History:** 1925, Act 51, Eff. Aug. 27, 1925;—CL 1929, 9752;—CL 1948, 445.375.

#### **445.376 Transient merchants; evidence.**

Sec. 6. Transaction of business as defined in section 1 of this act by any person for a period of less than 6 months consecutively shall be prima facie evidence that such person was a transient merchant within the intent and meaning hereof.

**History:** 1925, Act 51, Eff. Aug. 27, 1925;—CL 1929, 9753;—CL 1948, 445.376.

#### **445.377 Violation as misdemeanor; penalty; impounding goods; recovery or sale of impounded goods; notice; conduct of sale; disposition of proceeds; liability.**

Sec. 7. (1) A person who violates this act is guilty of a misdemeanor, punishable by a fine of \$1,000.00 or 10% of the value of any property impounded pursuant to this section, whichever amount is greater and court costs. If the county sheriff or local law enforcement officer has probable cause to believe that a person is engaging in business as a transient merchant without having first obtained a license in the manner provided for in this act, the county sheriff or local law enforcement officer shall immediately take into custody and impound all goods offered for sale by the transient merchant until the matter has been adjudicated by a court of proper jurisdiction.

(2) The transient merchant may obtain his or her impounded goods prior to adjudication by paying, either in cash or by security bond, \$1,000.00 or an amount equal to the value of the impounded property, whichever amount is greater.

(3) If the transient merchant is convicted of violating this act and fails to pay the fine and court costs provided in subsection (1) within 7 days after the date of conviction, the sheriff or local law enforcement officer shall sell the impounded goods by publishing notice in a newspaper of general circulation in the county at least 5 days before the sale. The notice shall describe the property and shall state the time and place of public sale at which the impounded property may be purchased by the highest bidder.

(4) The sheriff or local law enforcement officer shall conduct the sale and shall deposit from the proceeds of the sale an amount equal to the fine and court costs provided in subsection (1) with the court in which the transient merchant was convicted. Any proceeds of the sale which exceed the fine shall be returned to the transient merchant. Any sheriff or local law enforcement officer disposing of property in the manner provided in this act shall not be liable to the transient merchant for the sale.

**History:** 1925, Act 51, Eff. Aug. 27, 1925;—CL 1929, 9754;—CL 1948, 445.377;—Am. 1988, Act 292, Imd. Eff. Aug. 4, 1988.

#### **445.378 Effect of act as to local license or regulation.**

Sec. 8. Nothing in this act contained shall interfere with the licensing or regulation of said business by any municipality, township, or county in this state not inconsistent with the provisions hereof.

**History:** 1925, Act 51, Eff. Aug. 27, 1925;—CL 1929, 9755;—CL 1948, 445.378.

**SCIO TOWNSHIP  
PEDDLERS, SOLICITORS, TRANSIENT VENDORS  
LICENSE APPLICATION**

An applicant for a license must file a sworn application with the Township Clerk as well as provide the following information:

Applicant's Name:  Date of Birth:   
Email Address:  Phone:   
Weight:  Height:  Eye Color:  Hair Color:   
Residence Address:   
Business Address:

Description of the nature of the business and the goods to be sold:

If employed in the capacity of a transient merchant, a letter from the employer stating the applicant's relationship with employer must be included with this application:

Employer Name:  Phone:   
Employer Address:

Dates you are requesting to do business (not to exceed one year) From:  To:

Hours of Operation:

Monday	<input type="text"/>	Saturday	<input type="text"/>
Tuesday	<input type="text"/>	Sunday	<input type="text"/>
Wednesday	<input type="text"/>		
Thursday	<input type="text"/>		
Friday	<input type="text"/>		

Additional Requirements and/or Attachments (Compliance with the Scio Township Codification for Transient Merchants section 12-22 required):

- List of all persons involved in the activity, which person(s) will be driving, and email addresses for the purpose of consenting to a background check
- If handling or selling anything for human consumption, proof of a valid permit issued by the Washtenaw County Health Department
- Proof of public liability and personal injury insurance with Scio Township as named insured
- If a vehicle is being used, list make, model, year, color, license plate number, state where registered, and attach proof of insurance
- If a temporary structure is involved, the clerk must have verification of zoning compliance
- A comprehensive criminal history issued by relevant law enforcement agency(ies). Or, consent to and pay the Township for the cost of a criminal background check and review of the Internet Criminal History Access Tool (ICHAT)

Food Truck Vendors:

If vending food that requires heating (or if the vehicle has any form of cooking facilities) a valid certificate of inspection from the Scio Township Fire Department, or from another Fire Department approved by Scio Fire Department: <https://www.sciotownship.org/community/fire-department/food-truck>

Signature attesting to the above (print and sign):  Title:  Date:

Completed application and support materials may be submitted at Scio Township Hall, 827 N. Zeeb Rd., or emailed to: [clerk@sciotownshipmi.gov](mailto:clerk@sciotownshipmi.gov)

OFFICE USE ONLY

Date Received:

Date Issued or Denied:

**PEDDLERS LICENSE**  
**CHARTER TOWNSHIP OF HURON**  
22950 Huron River Dr. New Boston, MI 48164-9791  
734-753-4466

DATE: \_\_\_\_\_

LICENSE#: \_\_\_\_\_

FEE PAID: \_\_\_\_\_

NAME OF COMPANY OR ORG \_\_\_\_\_

FULL ADDR \_\_\_\_\_

APPLICANT'S  
NAME \_\_\_\_\_ PHONE \_\_\_\_\_

APPLICANT'S FULL  
ADDR \_\_\_\_\_

LOCATION OF SALES \_\_\_\_\_

NAME & ADDR OF EMPLOYEES IF APPLICABLE \_\_\_\_\_

PROPERTY IS: OWNED \_\_\_\_\_ RENTED \_\_\_\_\_ LEASED \_\_\_\_\_ BY APPLICANT

If other than owned, attach a signed letter of approval from the property owner including the tax identification number of the property to this application. Off road parking must be provided for patrons.

ITEMS HOME GROWN OR HAND MADE BY SELLER \_\_\_\_\_

IF NO, PLEASE EXPLAIN \_\_\_\_\_

NAME TO APPEAR ON LICENSE \_\_\_\_\_

DESCRIPTION OF ITEMS TO BE  
SOLD \_\_\_\_\_

DESCRIPTION OF VEHICLE & LICENSE #  
\_\_\_\_\_

**X**

APPLICANTS SIGNATURE

DATE

OFFICE USE ONLY (below)

\_\_\_\_\_ RESIDENT

\_\_\_\_\_ NON-RESIDENT

\_\_\_\_\_ PROPERTY OWNER

APPROVED/DENIED

CLERK, CHARTER TOWNSHIP OF HURON

DATE

License in effect: From \_\_\_\_\_ to \_\_\_\_\_

License issued by:



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

**TITLE:** Food Truck Ordinance

**SUMMARY:** Clarify where a food truck may sell food to the public.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** Food Truck Ordinance, Redacted Food Truck Application from 2025.

**TOWNSHIP OF TUSCARORA**  
**CHEBOYGAN COUNTY, MICHIGAN**

**ORDINANCE NO. 39**

AN ORDINANCE TO AMEND TITLE XI BUSINESS REGULATIONS BY CREATING CHAPTER 114 ENTITLED "FOOD TRUCKS/MOBILE FOOD VENDING UNIT LICENSE" OF THE TOWNSHIP OF TUSCARORA CODE OF ORDINANCES PROVIDING FOR THE LICENSING OF MOBILE FOOD VENDING UNITS WITHIN THE TOWNSHIP. REPEAL EARLY SEVERABILITY, PENALTIES AND EFFECTIVE DATE.

IT IS HEREBY ORDAINED BY THE TOWNSHIP OF TUSCARORA:

Section 1, Title XI, Chapter 114, Section of the Code of Ordinances, Township of Tuscarora, Michigan shall be created to read as follows:

**Sec.14.01. - Intent.**

The intent of this section is to encourage mobile food vendors that will provide food service options in underserved areas, promote entrepreneurial activity, and increase vibrancy and culture to the township.

**Sec.14.02. - Definitions.**

*Mobile food vending* shall mean vending, serving, or offering for sale food and/or beverages from a mobile food vending unit which meets the definition of a food service establishment under Public Act 92 of 2000, which may include the ancillary sales of branded items consistent with the food, such as a tee shirt that bears the name of the organization engaged in mobile food vending.

*Mobile food vending unit* shall mean any motorized or non-motorized vehicle, trailer, or other device designed to be portable and not permanently attached to the ground from which food is vended, served, or offered for sale.

*Operate* shall mean all activities associated with the conduct of business, including set up and take down and/or actual hours where the mobile food vending unit is open for business.

*Vendor* shall mean any individual engaged in the business of mobile food vending; if more than one individual is operating a single stand, cart or other means of conveyance, then vendor shall mean all individuals operating such single stand, cart or other means of conveyance.

*Village Center Indian River District (VC-IR)* means that zoning district as defined the Cheboygan County Zoning Ordinance 200 as amended.

*Village Center Indian River Overlay District (VC-IR-O)* means that zoning district as defined the Cheboygan County Zoning Ordinance 200 as amended.

**Sec. 14.03. Mobile food vending locations.**

(a) Public property. Mobile food vending shall only be allowed on public property as permitted uses within the Village Center Indian River District VC-IR pursuant to Cheboygan County Zoning Ordinance 200 and amendments thereto, when part of an approved public or private event.

(b) Mobile food vending units are prohibited on any property within the Village Center Indian River Overlay District (VC-IR-O) pursuant to Cheboygan County Zoning Ordinance 200 and amendments thereto.

(c) Private property. Mobile food vending on private property shall only be allowed in commercial or industrial districts and must include a parking plan review.

In a residential district, mobile food vending on private property shall only be allowed as part of a private event and shall only serve food to event attendees and not members of the public. Mobile food vending on private property shall not be allowed to utilize public property including, but not limited to, street rights-of-way and Village Center Indian River Overlay District (VC-IR-O).

**Sec. 14.04. Local License required.**

(1) No vendor shall engage in mobile food vending without a license issued by the Township authorizing such operation. No vending through a mobile food vending unit of food and/or other human consumables shall be licensed unless it meets the definition of mobile food vending as defined by this chapter from the township clerk authorizing such vending. The township clerk shall prescribe the form of such licenses and application for such license in accordance with the mandates of this chapter.

(2) All mobile food vending units must be inspected and obtain approval by the Cheboygan County Health Department prior to any license being granted by the Township.

(3) All licenses, including any required Federal or State and other local permits or licenses to operate the Mobile Food Vending Unit shall be prominently displayed on the mobile food vending unit.

**Sec.14.05. Duration; non-transferability.**

Licenses may be issued by the township clerk expiring at the end of each calendar year. Any license issued under this chapter is non-transferable from vendor to vendor or from food truck/mobile food vending unit to food truck/mobile food vending unit.

#### **Sec. 14.05. Application.**

Every vendor desiring to engage in mobile food vending shall submit a completed application to the township clerk for a license under this chapter. In the event there results a change in the approved location of the mobile food vending unit, an applicant shall submit an amended application to the township clerk and Cheboygan County Zoning department for administrative review/approval or denial.

The applicant shall truthfully state, in full, all information requested by the township clerk and be accompanied by a fee established by resolution of the township board. The application shall be approved as to form and substance by the Township Board.

#### **Sec. 14.06. Fees.**

An application for a license under this chapter shall be accompanied by a fee in the amount established by resolution of the Township Board. There shall be no proration of fees. Fees are non-refundable once a license has been issued by the township clerk. No one shall hire or subcontract such vendors to evade the provisions of this chapter.

#### **Sec. 14.07. Requirements.**

Any vendor engaging in mobile food vending shall comply with the following requirements:

(1) A mobile food vending unit shall meet applicable requirements of the Cheboygan County Health Department, including but not limited to the requirements for inspections and plan reviews as well as the regulations and standards forth in Cheboygan County Zoning Ordinance 200, as amended, regarding Mobile Food Units.

(2) No food shall be sold, prepared or displayed outside of the mobile food vending unit while on the location approved for the license.

(3) Provide appropriate waste receptacles as required by Cheboygan County Zoning Ordinance 200, as amended, at the site of the mobile food vending unit and remove all litter, debris and other waste attributable to the vendor or customers on a daily basis.

(4) Mobile food vendors shall not use any flashing, blinking or strobe lights, or similar effects to draw attention to the mobile food vending unit; all exterior lights over 60 watts shall contain opaques, hood shields to direct the illumination downward.

(5) Mobile food vendors shall not use loud music, amplification devices, or any other audible methods to gain attention which causes a disruption or safety hazard as determined by the township.



(6) There shall be no signage used by mobile food vendors except for what is allowed on the mobile food vending unit itself in accordance with Cheboygan County Zoning Ordinance 200, as amended.

(7) Mobile food vending units shall not utilize any electricity or power without the prior written authorization of the power customer; no power cable or similar device shall be extended across any street, alley or sidewalk.

(8) Mobile food vendors shall comply with all applicable township ordinances, as well as applicable county and state laws.

#### **Sec. 14.08. Impoundment.**

Any equipment associated with food vending that is not in compliance with this chapter and left on public property may be impounded at the owner's expense.

#### **Sec. 14.09. Other licenses.**

A license obtained under this chapter shall not relieve any vendor of the responsibility for obtaining any other license, or authorization required by any other ordinance, statute, or administrative rule.

#### **Sec. 14.09. Revocation and appeal.**

The township clerk shall revoke the license of any vendor engaged in mobile food vending who ceases to meet any requirement of this chapter or violates any other federal, state or local regulation, makes a false statement on their application, or conducts activity in a manner that is detrimental to the protection of the public health, safety and welfare.

Immediately upon such revocation, the township clerk shall provide written notice of revocation and the time requirements for an appeal of revocation to the license holder by certified mail to their place of business or residence as indicated on the application. Immediately upon such revocation, the license shall become null and void. The licensee may appeal such revocation by requesting a hearing within 30 days of notice of revocation.

#### **Sec. 14.10. Complaints and appeal.**

(1) If a written complaint is filed with the township clerk alleging a food vendor has violated the provisions of this chapter, the township clerk shall promptly send a copy of the written complaint to the vendor together with a notice that an investigation will be made as to the truth of the complaint. The vendor shall be invited to respond to the complaint and present evidence and respond to evidence produced by the investigation. If the township clerk, after reviewing all relevant material, finds the complaint to be supported by a preponderance of the evidence, the complaint shall be certified.

(2) The Township Clerk shall revoke the license of any mobile food vendor engaged in mobile food vending who ceases to meet any requirement of this chapter or violates any other federal, state, or local law, ordinance, or regulations, makes a false statement on the permit application or conducts activity in a manner that is adverse to the protection of the public health safety, and welfare. Immediately upon such revocation, the Township Clerk shall provide written notice to the license holder by certified mail to the address indicated on the application.

(3) If a license is denied or revoked by the township clerk, or if a written complaint is certified pursuant to this chapter, the applicant or holder of a license may appeal to and have a hearing before the Township Board. The Township Board shall make a written determination, after presentation by the applicant and investigation by the township clerk, as to whether or not the grounds for denial, revocation or complaint are true. If the Township Board determines that such grounds are supported by a preponderance of the evidence, the action of township clerk or filing of the complaint shall be sustained and the applicant may appeal the Township Board's decision to a court of competent jurisdiction.

Sec. 14.11 - Violation and penalty.

A violation of this chapter is responsible for a municipal civil infraction and subject to a fine not to exceed \$500.00. Each day that a violation continues shall be deemed to be a separate violation.

#### Section 2. SEVERABILITY

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion of this Ordinance, and such holding shall not affect the validity of the remaining portions of this Ordinance.

#### Section 3. REPEAL

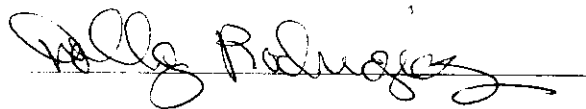
All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

#### Section 4. EFFECTIVE DATE

This Ordinance shall be effective thirty (30) days from the date of publication hereof.

CERTIFICATION

I hereby certify the foregoing is a true and complete copy of Ordinance No. 39 duly adopted by the Board of Trustees of the Township of Tuscarora at a Regular Meeting held on May 11, 2021, pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be made available as required by said Act.



Dolly Rodriguez, Clerk

Adoption Date: May 11, 2021

Publication Date: May 20, 2021

Effective Date: June 20, 2021



3546 S Straits Highway | Indian River, MI 49749 | Phone: 231-238-0970

Boat Races  
Aug 9<sup>th</sup> - 10<sup>th</sup>  
2025  
Received  
Tuscarora Township

AUG 04 2025

3546 S Straits Hwy.  
Indian River, MI 49749

### Application for Mobile Food Vending License

The Township of Tuscarora Code of Ordinances requires that all mobile food vendors obtain a license to operate on both private and public lands. After completing the information below, please return this form with your remittance for special events, 30 days prior to the event) to Township Clerk, Township of Tuscarora, PO Box 220, Indian River, MI 49749

Business Information	
Business Name:	[REDACTED]
Name of Food Truck:	[REDACTED]
Address:	[REDACTED]
City, State, Zip Code:	[REDACTED]
Phone Number:	[REDACTED]
Email Address:	[REDACTED]@GMAIL.COM (1671)

Applicant Information	
Contact Name Representing business:	[REDACTED]
Vending Address:	Devoe Beach during Boat Races
(Change in location requires an amended Application be submitted to the Tuscarora Township Board and the Cheboygan County Zoning Department for Administrative review/approvals)	
Telephone Number	[REDACTED]
Email Address	[REDACTED]

Vending Unit Information	
Make of Vending Unit:	PACE Trailer
Model of Vending Unit:	PACE
Year of Vending Unit:	1997
License Plate:	[REDACTED]

General Application Requirements	
Please confirm that the following items have been included with your application	

✓ Yes		✓ Yes	
✓	If vending on Township property, Certificate of General Liability Insurance is required (minimum \$1Million per occurrence) with Township name as additional insured	✓	Copy of State issued photo ID for owner/application (required for background check)
✓	Copy of Health Department License and proof of MFU inspection.	✓	Photograph of the mobile food vending unit
✓	Copy of Michigan Sales Tax License	✓	Application fee (not refundable – see fee schedule below)

## FEE SCHEDULE

Please select box and attach the appropriate fee with your application. Fee is nonrefundable. Regardless of when the license is issued, all licenses expire at the end of each calendar year. **Please note:** Fees may be waived for license holders for the following events: IR Summerfest & IR Winterfest.

	If vending on Township property - \$300.00 annually
	If associated with a community event and on public property - \$50.00 daily
	If vending on private property - \$300.00 annually
7 days	If vending on private property - \$50.00 daily $\times 2 = \$100.00$ <b>\$ PAID</b>

## SIGNATURES

As the applicant for a mobile food vending license, I hereby agree to comply with all requirements of the Tuscarora Township Code of Ordinances, County, State, Federal regulations, and I understand this license will be revoked for any noncompliance. I confirm that all information that I have provided in this application is accurate to the best of my knowledge. I understand and acknowledge that vending is only permitted at designated locations as determined by both the Tuscarora Township Mobile Food Vending Unit Ordinance and Cheboygan County Zoning Ordinance 200, as amended. I understand this license is personal and non-transferable. I also understand this license may be revoked by the Township. I acknowledge that the Township may be required from time to time to release records in its possession. I hereby give permission to the Township to release any records or materials received by the Township from myself as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Applicant Signature

Date

7/31/25

Township Use Only

Township Clerk Approval

Date

8-4-25

<input checked="" type="checkbox"/>	License Issued
<input type="checkbox"/>	Denied

License Number: 2025-8

License effective through: 12-31-25



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

**TITLE:** Legal Services

**SUMMARY:** RFP for legal services, 3-year contract. See attached responses from Fahey Schulz Burzych Rhodes, Kirk Huth Lange Badalamenti, Foster Swift.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** two proposals



# **PROPOSAL TO PROVIDE LEGAL SERVICES TO TUSCARORA TOWNSHIP**



## TABLE OF CONTENTS

ABOUT US .....	1
WHAT WE DO.....	2
SEMINARS, PRESENTATIONS AND PUBLICATIONS .....	5
RECENT PROJECTS.....	5
TEAM OF TOWNSHIP ATTORNEYS .....	6
Member, Christopher S. Patterson .....	6
Member, Helen “Lizzie” Mills.....	7
Member, Ross K. Bower II .....	7
Senior Attorney, Wayne Beyea, AICP.....	8
Senior Associate, Kyle A. O’Meara .....	8
Associate, Lindsey Gergel.....	8
Associate, Trent J. Cunningham .....	9
Associate, Madalin Sholtz.....	9
FEES AND CHARGES.....	9
NO CONFLICTS OF INTEREST .....	10
NON-DISCRIMINATION.....	10
REFERENCES.....	10
SUMMARY .....	11



**Fahey Schultz Burzych Rhodes PLC** is pleased to present this proposal to provide general municipal legal services to Tuscarora Township. With our extensive experience representing more than 150 municipalities across Michigan, our firm is well-equipped to guide and protect Tuscarora Township's interests.

## **ABOUT US**

Welcome to Fahey Schultz Burzych Rhodes PLC, a distinguished law firm headquartered in Okemos, Michigan. Renowned for our excellence in municipal law, we offer municipalities a distinct advantage through a comprehensive, full-service approach. With nearly 200 years of combined experience in municipal law, our attorneys are well-equipped to proactively address any issues the Township may encounter.

Our work is recognized in several nationally respected publications. Most recently, we were listed in the 2025 Best Lawyers "Best Law Firms." That recognition highlights firms known for professional excellence with consistently strong ratings from clients and peers; a tiered ranking signals a combination of quality law practice and breadth of legal expertise. We are proud to be ranked as a Tier I law firm in Municipal Law, Litigation – Municipal, Labor Law – Management, Land Use and Zoning Law, Appellate Practice, and Administrative/Regulatory Law.

To support that depth, our dynamic team of more than 35 lawyers continues to grow to meet client needs—ensuring both efficiency and reliability. This team structure helps guarantee that a qualified attorney is available when you need assistance. Our firm was also honored as one of the 2024 Top 50 Companies to Watch by Michigan Celebrates Small Business, reflecting our growth and results.

Client satisfaction is our top priority, and we are committed to delivering practical, timely solutions to unique and complex municipal legal challenges. Because our practice is focused on Michigan municipal law, we resolve common issues efficiently and know where to find the answer fast. Our attorneys use comprehensive Michigan and federal online databases, supported by a cloud-based repository spanning more than 40 years of research, documents, and legal opinions—ensuring a wealth of knowledge is at hand when you reach out.

We staff matters for responsiveness and value. Our municipal team structure allows us to scale as needed, cover meetings and deadlines, and keep work moving without delay. We pair disciplined matter management with modern technology to streamline drafting and reviews, delivering high-quality work within a reasonable, predictable cost framework. We're prepared to address your legal needs with the subject-matter familiarity and turnaround you expect.

## WHAT WE DO

We have the expertise and solutions to address the problems that municipalities face daily. Our firm's expertise extends to all the areas in which municipalities may require legal counsel, including:

Act 425 Agreements	Employment & Personnel	Planning Law
Annexation & Detachment	Environmental Issues	Right to Farm Act
Appeals	Freedom of Information	Renewable Energy Zoning
Arbitration & Mediation	Incompatible Offices	Resolutions & Contracts
Battery Energy Storage	Joint Agreements	Solar Ordinances
Cemeteries	Lake Improvements	Sanitary & Storm Sewers
Code Enforcement	Libraries	Special Assessments
Dangerous Buildings	Liquor Licensing	Tax Appeals
Data Centers	Litigation	Utilities
Easements	Marihuana	Water/Sewer Authorities
Economic Development	Open Meetings	Water Systems
Elections	Ordinance Drafting	Wetlands
Emergency Services	Personal Property Tax	Zoning & Land Use

You can count on our lawyers' expertise and solutions to assist Tuscarora Township in dealing with the full array of municipal legal challenges, including:

**Advice and Counsel.** A wealth of legal opinions and practical advice are available when you call us. We respond by telephone, email, text or formal opinion letters, as you prefer. Municipalities rely on us for sound legal advice, as well as for our practical experience. When called upon, we provide immediate advice and counsel or written legal opinions addressing the question you face, including issues of authority, statutory and ordinance construction, constitutionality of existing and proposed legislation, conflicts of interest, compliance with the FOIA and OMA, contracts, policies, rules of order and any other issues you may encounter. Although even our most experienced lawyers still learn something new every day, we are usually able to answer your questions without lengthy delay and expensive research, since we have represented so many municipalities for so many years.

**Annexation and Boundary Issues.** No lawyers are better equipped to assist the Township in disputes over your boundaries. We have worked with communities across the state to protect their territory. We handled the litigation of nearly every Michigan appellate case involving boundary adjustments and Act 425 issues over the last forty years. We have the experience and unique solutions to proactively address the boundary challenges and opportunities. Although we strive to reach favorable agreements on boundary issues, our lawyers appear in the Boundary Commission more often than any lawyers in this state.

**Appeals.** Strong expertise and success in appellate litigation distinguish our lawyers from others who represent municipalities. Over our long and very active history of representing municipalities in Michigan, we have addressed countless issues before the Michigan appellate courts. Our lawyers frequently handle the most important municipal cases before the Michigan Court of Appeals and Supreme Court. We know municipal law very well, in part, because we actively participated in the shaping of that law in the appellate courts for more than four decades.

**Employment and Personnel Issues.** Municipal employment and personnel issues require sensitivity to employment relations handled in the public eye. They often involve special statutes or unique public interest issues not faced by private sector employers. Our proactive approach to employment relations, including proper personnel policies and in-service training, can improve employee morale, reduce miscommunication and lower your potential liability from employment-related claims. We will work with you to address employment issues early, when all may benefit from practical advice. We specialize in the representation of public employers, and specifically municipalities. We have dozens of years of experience in this area, and regularly present seminars for the Michigan Townships Association (“MTA”) and Michigan Association of Township Supervisors (“MATS”) on personnel issues. We are skilled in representing municipalities before state and federal civil rights agencies on employment discrimination and retaliation matters. We have the ability to forcefully advocate on your behalf, while maintaining a reasoned perspective on public employment.

**Joint Authorities and Inter-Municipal Agreements.** Long before the current interest in increased municipal cooperation, we were forming and advising joint municipal enterprises, preparing intergovernmental contracts, articles and bylaws for multi-unit sewer and water authorities, joint police and fire departments, building code authorities, waste disposal and recycling authorities, telecommunications regulatory consortia and district libraries. We frequently negotiate sewer and water service contracts and other intergovernmental agreements between municipalities and help create and amend area-wide police, fire and ambulance departments.

**Litigation.** Our lawyers handle a wide array of complex litigation. In addition to land use and zoning litigation, we frequently defend municipalities in cases involving constitutional issues, labor and employment matters, issues of authority, FOIA and OMA matters, sewer and water litigation and the resolution of virtually every dispute that the Township may encounter. In addition to our litigation skills, we are trained mediators. We strive to reach appropriate and inexpensive resolutions of pending disputes in the best interests of the Township whenever possible.

**Medical and Recreational Marihuana.** Navigating the complexities of commercial and recreational marihuana is a significant challenge for many communities. As this area of law continues to evolve, new and unique issues arise that require innovative solutions. We work with

municipalities to address these challenges, offering a comprehensive set of recommendations and model ordinances tailored to each township's needs. Whether a municipality chooses to adopt stringent regulations or a more lenient approach, we provide the most current strategies and information to ensure they are well-prepared for the future.

***Ordinance and Code Development.*** We review, draft, update, interpret and enforce ordinances. As experience or trends dictate, we proactively suggest amendments or changes to improve your existing ordinances. We prepare or review zoning ordinances, nuisance and noise ordinances and ordinances regulating a wide variety of matters, including public and private roads, site condominiums, telecommunications, cemeteries, signs, wetlands, adult businesses, mobile homes, abandoned and dilapidated structures and vehicles, water and wastewater systems and surface water drainage. Our lawyers can also help you establish or improve current systems to improve the efficiency and economy of your ordinance violation prosecutions.

***Personal Property Tax Collection.*** Municipal treasurers often benefit from our legal assistance in the collection of delinquent personal property taxes. The success of these collections largely depends on your treasurer receiving timely support to move quickly at the first sign of a potentially delinquent account. We will provide your treasurer access to our advice, knowledge, systems and forms, allowing for a quick and efficient response to these potential tax collection problems.

***Renewable Energy Land Uses.*** Our firm has been on the cutting-edge of assisting clients regulate renewable energy land uses consistent with community values. We have direct experience both drafting ordinances and assisting clients with considering applications for utility-scale wind, solar, and battery storage projects. Notably, our firm aided a township to impose a condition requiring implementation of the first active aircraft detection lighting system on a wind project in Michigan. We have experience applying and advising clients on the new standards within the “state siting legislation” of PA 233 of 2023.

***Special Assessments and Public Improvements.*** We assist municipalities with public improvement financing through special assessments and connection fees, and we can help draft rate ordinances and user charge systems for your water and wastewater systems, if necessary. We also conduct property acquisition for public projects and public facilities. We handle condemnation litigation and will work with you to acquire necessary easements without litigation, if possible. We use creative strategies for recreation land and open space acquisition, including tax-advantaged gifts and installment purchase contracts.

***Tax Appeals.*** We have extensive experience before the Michigan Tax Tribunal in property tax assessment and special assessment appeals, including major commercial and industrial cases. One of our attorneys was formerly a licensed general real estate appraiser, which gives the Township

the benefit of additional expertise on tax valuation matters unlike any other law firm representing municipalities in this state.

**Zoning and Planning.** Our reputation in land use and zoning matters is well-recognized across the state. We frequently draft or review land use plans, zoning ordinances and amendments, wetlands regulations, growth management measures, land division ordinances, subdivision regulations and site condominium ordinances. We will work closely with the Township and your professional planners to review proposed land developments, especially when litigation is possible. We monitor and defend land use disputes in both the trial and appellate courts.

## **SEMINARS, PRESENTATIONS AND PUBLICATIONS**

Our attorneys are called upon by municipal and professional organizations like the MTA and MATS, Government Law Section of the State Bar, MAMA, MAC, MAMC, MPSI, and the like to provide seminars and presentations to elected and appointed officials and others. We also present seminars for individual clients and sponsor our own seminars for municipal officials.

We regularly prepare client updates regarding changes in law. For examples, see our website for publications that have been provided via email and posting online: <https://fsbrlaw.com/our-feed/>. Our service on the Council of the Government Law Section of the State Bar, Administrative Law Section, and the local county bar association leadership also enables us to get the newest information to our clients in a timely, informed fashion.

## **RECENT PROJECTS**

Examples of some of our recent projects include:

- Dozens of successful zoning, building and nuisance prosecutions.
- Comprehensive zoning ordinance revisions for several municipalities.
- Review and advice on complex zoning approvals or decisions, including special land uses, site plans, variances, and appeals. These include renewable energy projects.
- Removal of dangerous buildings and recovery of removal costs.
- Multi-million-dollar water and sewer projects with Rural Development financing.
- Developed unique wind park zoning ordinance amendment.
- Intergovernmental police and fire agreements.
- Disincorporation of a joint fire authority to the municipality's advantage.
- FOIA case against Department of Treasury to obtain "secret" criteria for review of municipality's assessing practices, recovering 100% of the municipality's attorney fees.
- Truck route ordinance to control truck traffic from gravel pits.
- Joint planning commission and land use plans.
- Dozens of commercial and industrial tax appeals in the Tax Tribunal and appellate courts.

- Halted state tax foreclosure through swift judicial action, protecting municipality from the loss of \$1 million in unpaid water and sewer assessments.
- Unique special assessment mechanism for police, fire and emergency services.
- Collective bargaining agreements for several police, firefighter, public works and clerical units, with significant wage and benefit savings for municipalities.
- Successfully litigated Act 312 proceedings for two police units where pension costs were the primary focus of the employer's position.
- Resolution of serious internal governing body disputes.
- Formation of special assessment districts for lake improvement projects.
- Prepared complex regulations to address new legislation on telecommunications towers.
- Negotiated drain easement across a fragile municipal-owned natural area.
- Minimized cemetery costs; allocated grave sales between general fund and cemetery fund.
- Ballot proposals for new and renewal millage; municipal police assessments; and zoning.
- Defended discipline and termination of police and fire union employees.

## TEAM OF TOWNSHIP ATTORNEYS

Meet the outstanding team of notable and experienced municipal attorneys who will serve the needs of your Township—and know that there are many others in the wings, ready to serve if needed!



**Member, Christopher S. Patterson** leads the firm's municipal law practice group. He focuses his practice on small/medium sized urban settings and rural contexts, particularly in land use regulations, zoning and planning implementation, utility rates and issues, and municipal governance issues. Chris has been practicing law for 14 years. He assists dozens of municipalities on a variety of matters and serves as lead counsel to several of the firm's municipal clients. Prior to joining our firm, he was a law clerk for federal Judge Lawrence P. Zatkoff in Port Huron, where he gained valuable experience in hearings and trials. He graduated *magna cum laude* from Michigan State University College of Law, focusing on studies of real property and urban planning, which complemented his undergraduate studies in real estate regulation, appraisal and investment. Chris is currently

ranked in the publication *Best Lawyers* for his practice of municipal law. Chris has also been recognized by Super Lawyers as a *Michigan Rising Star* in State, Local and Municipal Law. Chris has served as an adjunct professor at Michigan State University College of Law, teaching a Land Use Planning Course. Chris is a member of the Inns of Court-MSU Chapter. He is a member of the Ingham County Bar Association's Real Estate Section and is a Michigan real estate licensed salesperson, which assists with taking a practical,

knowledgeable approach to real property matters, including the transfer of real property and related litigation. [cpatterson@fsbirlaw.com](mailto:cpatterson@fsbirlaw.com)

**Member, Helen “Lizzie” Mills** brings over a decade of specialized expertise in municipal law as well as management-side labor and employment law. She regularly advises public sector clients on the full spectrum of municipal legal issues ranging from policy development to regulatory compliance, governance and communication challenges among governing bodies, while also guiding them through employment matters, collective bargaining agreement administration and negotiations. With Lizzie’s practical counsel, public employers are equipped to address both day-to-day municipal operations and complex workplace issues, allowing them to focus on delivering effective services to taxpayers. Lizzie is passionate about municipal matters and is often asked to present at municipal conferences, seminars, and other speaking engagements statewide. As a certified mediator, Lizzie places great emphasis on dispute prevention and prompt resolution. Recognized by Best Lawyers and Super Lawyers, including a recent selection as the 2026 “Lawyer of the Year” in Municipal Law in Lansing, Lizzie’s dedication and leadership have earned her a reputation as a trusted expert in the field. Lizzie’s leadership extends beyond her legal practice. She dedicated 6 years to serving on the Highfields Board of Directors, including a term as chair. She also actively contributes as a Council member of the Government Law Section of the State Bar of Michigan, where she has served in various capacities, including Treasurer, Secretary, Vice-Chair, Chair, and she has also served as the editor of the Section’s regular publication, *Briefly*. [hmills@fsbirlaw.com](mailto:hmills@fsbirlaw.com)



**Member, Ross K. Bower II** has practiced law for 16 years. He counsels many of our municipal clients on day-to-day issues, focusing on Michigan municipal, property tax and drain law with an emphasis on property tax appeals and special assessments. Ross also focuses on municipal litigation in administrative, trial, and appellate courts. Ross has been named a “Rising Star” by Michigan Super Lawyers annually since 2010 and was recognized as one of the “Top 5” attorneys in Ingham County under the age of 35 in 2012. Ross graduated cum laude from Thomas M. Cooley Law School and received his undergraduate degree from Kalamazoo College. While in law school, he served on law review and was a member of the national moot court litigation team. [rbower@fsbirlaw.com](mailto:rbower@fsbirlaw.com)





**Senior Attorney, Wayne Beyea, AICP** enhances our zoning and planning services with over two decades of expertise in community planning and land use law. As a former faculty member and senior specialist at the MSU School of Planning, Design and Construction, Wayne has a specialized focus in regional planning. His impact, however, extends far beyond academia as he has not only taught but also implemented programs that delve into the science and policy of green community planning, renewable energy siting and infrastructure, sustainable development and climate change law. Notably, he directed the American Citizen Planner Collaborative, an online training program for planning officials nationwide in partnership with land grant universities.

[wbeyea@fsbrlaw.com](mailto:wbeyea@fsbrlaw.com)

**Senior Associate, Kyle A. O'Meara** joined FSBR in 2018 after spending the previous summer as a summer associate with the firm. He is a member of the firm's Municipal Group and also supports the Water Resources Group in various matters related to the governance of inland lakes. Kyle's work focuses on public entities in need of advice on many issues, but he has specialized in land use and planning as well as renewable energy projects. He has also aided numerous municipalities with various special assessment improvement projects. Fact-finding, problem-solving, and brainstorming are among Kyle's favorite parts of his work, and he enjoys helping clients tackle their challenges. Kyle is a graduate of Notre Dame Law School and the University of Michigan. Kyle has served as the prior Chairperson of the Administrative and Regulatory Law Section of the State Bar of Michigan



[komeara@fsbrlaw.com](mailto:komeara@fsbrlaw.com)



**Associate, Lindsey Gergel** is driven by her passion for municipal law and her commitment to shaping thriving communities through her work. Lindsey has experience in a variety of matters, including drafting and amending ordinances to examining marihuana establishment applications and defending municipal policies. She provides valuable legal perspectives on complex issues such as municipal assets, short-term rentals, public meetings, and permitting. Lindsey is a graduate of Michigan State University. [lgergel@fsbrlaw.com](mailto:lgergel@fsbrlaw.com)



**Associate, Trent J. Cunningham** is a member of the firm's Municipal Group, with experience handling a broad array of issues, ranging from the Freedom of Information Act and Open Meetings Act to drafting zoning ordinance amendments and conducting zoning compliance reviews. Trent enjoys researching new and emerging issues—such as short-term rentals, marijuana licensing, and changes in constitutional precedent—and how those cutting-edge legal issues impact local governments. His goal is to simplify complex issues into an easily understood explanation that can be used by a municipality to make informed and defensible decisions. Trent graduated *summa cum laude* from Michigan State University College of Law, where he was a Managing Editor on the *Michigan State Law Review*. [tcunningham@fsbirlaw.com](mailto:tcunningham@fsbirlaw.com)



**Associate, Madalin Sholtz** found a passion in municipal law, stemming from her involvement in local governance from a young age and continuing throughout her career. Madi advises public entities on a range of legal issues, from property and zoning matters to ordinance development and inter-municipal agreements. She has a variety of experiences but has found particular interest in analyzing complex zoning issues, such as those involving legal nonconforming uses and the Right to Farm Act. Madi is a proud two-time alumnus of Michigan State University and strives to assist each client in making the most informed decision for their community. [msholtz@fsbirlaw.com](mailto:msholtz@fsbirlaw.com)

## FEES AND CHARGES

We serve townships efficiently and economically. We know that townships must carefully manage their legal expenses. To that end, we propose the following rates and billing practices for the Township.

Although our standard hourly rates currently range up to \$310, **for Tuscarora Township we propose a \$295 capped rate for legal services.** So, if the lawyer's standard rate is less than \$295, the Township will receive the lower rate, but if the lawyer's rate is more than \$295, you will not be billed more than \$295 per hour. We bill for our legal services based on hourly rates that are assigned to each lawyer according to their years of experience and expertise. Hourly rates are subject to periodic review and adjustment at least annually. Lawyers primarily handling your matters would bill at the following hourly rates:

Christopher Patterson	\$295	Kyle O'Meara	\$260
Helen Mills	\$295	Lindsey Gergel	\$225
Ross K. Bower II	\$295	Trent Cunningham	\$190
Wayne Beyea	\$285	Madalin Sholtz	\$175

We will assign the right professional to each matter based on experience, efficiencies and abilities. If a matter requires only the experience of an associate, we would assign an associate. When a partner is required, we will assign a partner. When a particular specialty is required, an attorney with that specialty would be assigned. Our expertise in municipal law helps us manage the amount time spent accomplishing projects for our clients

On request, we provide estimates of our anticipated fees on a matter when that is practicable. We can also set budgets on specific matters at your request. But unless we agree in writing to perform a specific service for a fixed fee, an estimate will not represent a maximum, minimum or agreed fee.

Our rates are inclusive of all overhead costs. We will not charge you separate "cost" items for mileage, facsimiles, emails, telephone charges, overtime, photocopying within our office and other similar costs. Any additional costs we charge are limited to our actual, out-of-pocket cost (without a markup) for such items as witness fees, title work, third party messenger or overnight delivery services, process servers, court transcripts, court and government filing fees, outside printing, newspaper notices and similar third-party charges.

We will invoice you at the beginning of each month for hourly rates and costs. Payment within 30 days is expected, and we may charge you interest of 1% per month on accounts not paid within 30 days. Invoices can be paid by check (to Fahey Schultz Burzych Rhodes PLC), cash, money order or electronic transfer (ACH). Please refer to our standard terms attached to the engagement letter for more detailed information on time and costs charged.

## **NO CONFLICTS OF INTEREST**

There are no pending matters or client relationships that would present a conflict of interest in the representation of Tuscarora Township.

We avoid conflicts of interest wherever possible by not accepting clients that may likely have disputes with municipalities. Before engaging with new clients or opening new matters for a client, we conduct a search to determine whether a conflict may arise with an existing client. We have an electronic software that runs the names of adverse parties, clients, and potential clients. We also run a search of our entire file system. We abide by the Michigan Professional Rules of Conduct,

which prohibits our lawyers from the representation of a client that will be directly adverse to that of another client. In the event that a conflict would arise in the future, the Township would be involved as required by the rules of conduct. Because we devote such a large percentage of our time to the representation of municipalities, we take this challenge very seriously.

## **NON-DISCRIMINATION**

We do not discriminate against any individual because of race, color, national origin, sex, age, height, weight, marital status, handicap or any other reason prohibited by applicable laws in our consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay or other forms of compensation, demotion or separation.

## **REFERENCES**

We serve more than 150 municipalities and many other municipal governments, including cities, villages, counties, district libraries, lake improvement districts and drain commissioners. You are welcome to contact any of our clients, including the following municipal references nearby. We are happy to provide you with more references upon request.

### **Mullett Township**

Laz Surabian, Supervisor  
231-290-3146

### **Mullett Township**

Bobbie Balazovic, Treasurer  
231-290-3149

### **Beaver Creek-Grayling Charter Townships Utility Authority**

Robert Lawe  
989- 745-8928

### **Pine River Township**

Kevin Beson, Supervisor  
989-859-1754

### **Peninsula Township**

Becky Chown, Clerk  
231-223-7321

### **Hayes Township (Clare Co.)**

Debra Hoyt, Clerk  
989-539-7128

### **Pinconning Township**

JoAnna Morin, Township Manager  
989-879-4018

### **Arcada Township**

Doug Merchant, Supervisor  
989-289-7420

### **Roscommon Township**

Diane Randall, Supervisor  
989-588-2552

### **Big Creek Township**

Randy Booth, Supervisor  
989-390-0716

### **Negaunee Township**

Nick Leach, Manager  
906-475-7869

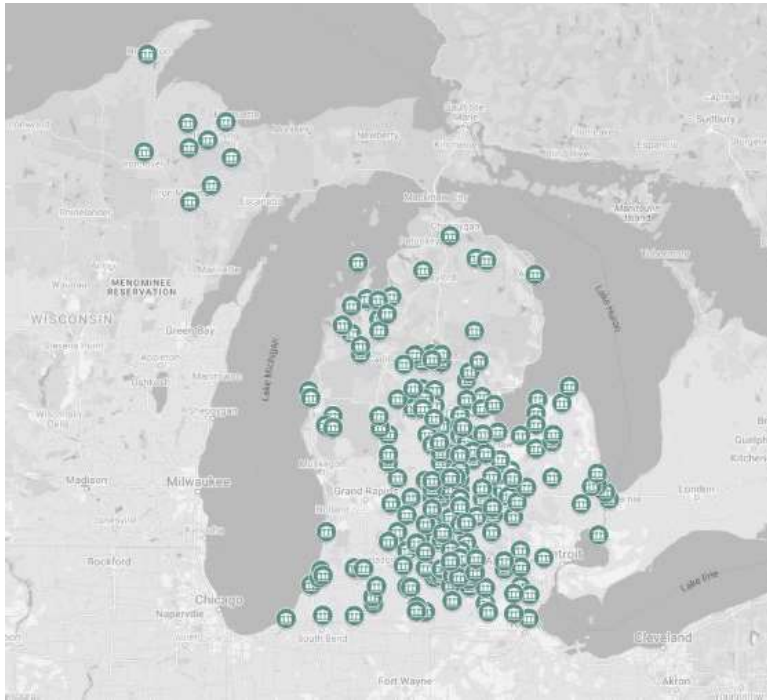
### **Breitung Charter Township**

Denny Olson, Supervisor  
906- 779-2050

### **East Bay Township**

Beth Friend, Supervisor  
231-633-1110

## A visual representation of our statewide reach



### SUMMARY

Fahey Schultz Burzych Rhodes PLC and its lawyers are excited about the opportunity to represent Tuscarora Township. Our focus on serving municipalities, our depth and breadth of legal skills and our years of municipal experience will benefit the Township in ways that no other law firm can match. We look forward to assisting Tuscarora Township.

Sincerely,

**CHRISTOPHER S. PATTERSON**  
**MEMBER**

Direct: 517.381.3205

[cpatterson@fsbirlaw.com](mailto:cpatterson@fsbirlaw.com)

October 31, 2025

Tuscarora Township  
Attn: Trudy Maves, Supervisor  
3546 S. Straits Hwy, PO Box 220  
Indian River, MI 49749

***Via Email***

Dear Township Board:

**Re:    *Engagement re General Municipal Legal Services***

Thank you for selecting Fahey Schultz Burzych Rhodes PLC to represent Tuscarora Township.

The scope of our engagement includes legal services as needed. We will do our best to provide timely legal advice and representation within the scope of the engagement. This letter confirms the terms of our agreement to represent Tuscarora Township.

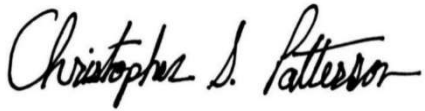
You will be our primary contact in this engagement, and I will be the primary attorney responsible for this engagement. Our time and costs will be charged as described in the enclosed Standard Terms, which are incorporated in this letter. My current hourly rate is \$295.

Although our normal hourly rates range up to \$310 per hour, for Tuscarora Township our rates will be capped at \$295 per hour. In other words, you will be billed at the lower of the capped rate or the standard hourly rate for any attorney. Our rates and rate cap may be adjusted annually.

We appreciate the confidence you have in us and look forward to working with you. If you have any questions about this letter, please do not hesitate to call me. If you agree with the above, please return a signed copy of this letter so we can officially begin to represent Tuscarora Township's interests.



Sincerely,



**CHRISTOPHER S. PATTERSON**  
**MEMBER**

Direct: 517.381.3205

[cpatterson@fsbirlaw.com](mailto:cpatterson@fsbirlaw.com)

Acknowledged and Agreed:

By: \_\_\_\_\_  
Trudy Maves, Supervisor  
Tuscarora Township

Dated: \_\_\_\_\_, 2025

## STANDARD TERMS OF ENGAGEMENT

Thank you for retaining **Fahey Schultz Burzych Rhodes PLC** ("Firm") for legal services. These **Standard Terms** govern our engagement unless otherwise stated in your engagement letter or by the Rules of Professional Conduct. Please review these **Standard Terms** carefully and retain them in your files. If you have any questions about our legal representation or invoices, please contact your primary attorney promptly.

**1. SCOPE OF OUR SERVICES.** Our engagement letter states specific matter(s) where we represent you and the scope of our services, which can only be varied by express written agreement. Our services do not include tax advice unless specified in the engagement letter. If you request opinions of law or outcomes, our opinions are limited by known facts and law at the time our opinion is rendered, subject to factors unknown or beyond our control. We use our best professional judgment, but cannot guarantee any outcome.

**2. PRIMARY ATTORNEY.** The primary attorney responsible for your representation may use other attorneys, paralegals or non-legal professionals with the Firm in the exercise of professional judgment. Attorneys outside the Firm may be consulted to serve as legal advisors to the Firm based on their licensed status in other jurisdictions or expertise in particular legal specialties.

**3. CLIENT.** The Firm will provide representation only to the person(s) or entity identified in our engagement letter. In matters for corporations, partnerships and other legal entities, unless otherwise agreed in writing, our representation does not extend to officers, directors, employees, shareholders, partners, members, individuals or any affiliates (such as parent, sister or subsidiary corporations).

**4. OUR FEES.** Unless other arrangements are made, we will bill for our legal services at our hourly rates, which are available on request. Hourly rates are subject to periodic review and adjustment at least annually. On request, we provide estimates of our anticipated fees on a matter when, in our professional judgment, they can be made; but unless we agree in writing to perform a specific service for a fixed fee, an estimate will not represent a maximum, minimum or agreed fee. We may also consider the following factors as appropriate to submit invoices in excess of our standard hourly rates: novelty and difficulty of the question involved; skill requisite to perform the legal services; likelihood that acceptance of a particular matter will preclude other representation; fee customarily charged in the locality for similar services; risk assumed by the Firm in performing certain types of work; amount involved and results obtained; and any time limitations imposed by the Client or by other circumstances.

**5. COSTS.** In addition to hourly rates, you must reimburse us for costs such as filing and recording, experts and expert witnesses, deposition transcripts, overnight or special delivery service, certified mail, mileage exceeding twenty-five (25) miles from our office and lodging (all without any mark-up). These costs will not include copies we make in-house, regular US postage, faxes or other costs that we typically consider as overhead. We submit costs in excess of \$1,500.00 by third parties to you for direct payment.

**6. INVOICES.** We will invoice you at the beginning of each month for hourly rates and costs. Payment within 30 days is expected, and we may charge you interest of 1% per month on accounts not paid within 30 days. Invoices can be paid by check (to Fahey Schultz Burzych Rhodes PLC), cash, money order or electronic transfer (ACH). If you have questions on any invoice, contact your primary attorney as soon as possible.



**7. RETAINERS.** Unless otherwise stated in the engagement letter, we may withdraw amounts from a retainer at any time as necessary to satisfy unpaid invoices. If the retainer becomes insufficient to cover past due invoices or falls below the agreed amount, you will be required to replenish the retainer. Any portion of the retainer remaining after all legal services have been paid for will be refunded to you.

**8. CONFLICTS OF INTEREST.** We try to identify existing and potential conflicts at the outset of any engagement. We may ask you to sign a conflict waiver prior to an engagement. Other clients or prospective clients may ask us to seek a conflict waiver from you to represent them, but that doesn't mean we will represent you less zealously. If a conflict arises or appears after we begin an engagement, we will do our best to address and resolve the conflict consistent with our professional responsibilities. We will not represent any other client on a matter where we represent you unless you expressly agree and we can do so under the Rules of Professional Conduct. We may represent another client who is one of your market competitors.

**9. INSURANCE COVERAGE.** You must determine if you are covered by insurance for liability or legal expenses. Please notify your insurer(s) of any claim or potential claim and our involvement as soon as possible. Please inform us if you have insurance coverage for the matter(s) for which we are retained. With your approval and cooperation of your insurer(s), we can work with or serve as assigned insurance counsel as appropriate.

**10. TERMINATION OF REPRESENTATION.** You may terminate our representation at any time, with or without cause. We may terminate your representation if you fail to pay us any amount invoiced, fail to cooperate with us, or we determine that your representation would violate the Rules of Professional Responsibility or be impractical. Termination of the representation does not relieve you of the obligation to pay for legal services we provided prior to termination or need to provide for orderly transfer to your new counsel. On termination of representation for any reason, we will return your papers, documents and other property to you at your request, but may retain a copy for our own files. If any unpaid invoices are owed to us, we may retain your documents if they are subject to a lien. When we complete the work for which you retained us, our representation will end. Any further or additional work will be subject to these **Standard Terms** unless otherwise expressly agreed in writing.

**11. RECORDS RETENTION.** Subject to the above, we will return your materials at the end of the engagement. After the engagement, in accordance with these **Standard Terms**, applicable law and the Rules of Professional Conduct, we will hold your files for seven (7) years, when they may be destroyed. We will attempt to notify you before destroying any files and may charge you to dispose of or retain your files.

**12. ELECTRONIC DATA COMMUNICATION AND STORAGE.** We may communicate with you and others by email or fax, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data confidential to your matters(s) may be transmitted or stored using these methods. In using these data communication and storage methods, the Firm will make a reasonable effort to keep such communications and data secure in accordance with our obligations under applicable laws and professional standards. You agree that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors.

Please contact your primary attorney if you have any questions regarding these **Standard Terms**.





# LEGAL SERVICES BID FOR TUSCARORA TOWNSHIP

**FOSTER SWIFT**  
FOSTER SWIFT COLLINS & SMITH PC || ATTORNEYS

**MICHAEL D. HOMIER**

1700 East Beltline, N.E. Suite 200  
Grand Rapids, MI 49525  
616.726.2230  
[mhomier@fosterswift.com](mailto:mhomier@fosterswift.com)

**FOSTERSWIFT.COM**



## EXECUTIVE SUMMARY

Foster Swift Collins & Smith PC (“Foster Swift”) is a full-service law firm with 101 attorneys and 110 support staff with offices in Grand Rapids, Lansing, Southfield, Detroit, and Holland. Our clients come from all over the upper and lower peninsulas in Michigan.

We provide our municipal and public entity clients with best-in-class general counsel and specialty law services, and we proactively inform, advise, and counsel our clients regarding new developments in the law. Key points of interest include:

- Foster Swift has extensive experience in municipal and public entity law. The 18 members of the Municipal and Public Entity Practice group represent more than 200 Michigan counties, cities, villages, townships, libraries, and intergovernmental units, including Garfield Township, Whitefish Township, Portage Township, and Boardman Township to name a few.
- Our municipal and public entity team regularly helps Michigan public entities with land use and zoning, drafting and enforcement of legislation, administrative matters and legal proceedings, code enforcement, contract law, interlocal government agreements, labor and employment law including labor negotiations, environmental issues, federal and state laws, constitutional law, litigation in the state and federal court systems, municipal leases, licenses and agreements, public records, the Freedom of Information Act (“FOIA”), and the Open Meetings Act (“OMA”).
- All Foster Swift attorneys are graduates of an American Bar Association (“ABA”) accredited law schools, are licensed to practice law in Michigan, and are in good standing with the State Bar of Michigan.
- Every attorney on Foster Swift’s municipal and public entity team focuses on being accessible and timely.
  - Throughout our attorney client relationship, we strive to establish clear communications regarding projects, timeframes, and review processes to exceed client expectations.
  - Foster Swift’s policy is that phone calls and emails are returned within eight business hours, and it is usually within four business hours or less.
  - In terms of meetings, while we prefer a business days’ notice, in most circumstances, if attendance can be via Zoom, Teams, or Webex, we are often able to attend with one hour’s notice.
  - Every Foster Swift attorney is backed by another attorney, so crises can be immediately addressed even if one of the attorneys may be unavailable.
- Time is tracked upon tenths of an hour (six minutes). There are no base minimum charges and clients are provided itemized monthly statement.
- Foster Swift’s attorneys regularly inform clients of new case law and legislation (including pending legislation) which may affect municipalities and public entities through newsletters and webinars. To review our newsletters, visit: <https://www.fosterswift.com/services-administrative-and-municipal-practice-group.html>.

Attorney Mike Homier, a shareholder and the leader of the firm’s Municipal and Public Entity Practice Group, will be the single point-of-contact to respond to questions regarding this proposal. Mike’s phone number is 616.726.2230, and his email is [mhomier@fosterswift.com](mailto:mhomier@fosterswift.com).



## STATEMENT OF QUALIFICATIONS

Foster Swift is pleased to submit its credentials for consideration to provide legal services to Tuscarora Township (“the Township”). Selecting legal counsel is an important decision for any unit of government, and we welcome a chance to talk with you to address any questions you may have.

- All of Foster Swift’s attorneys are graduates of an ABA accredited law school; are in good standing with the State Bar of Michigan; and are well-regarded by their peers, by the courts, by the agencies in which they practice, and among the municipalities and public entities they represent.
- The members of Foster Swift’s Municipal and Public Entity Practice group collectively have over 160 years of experience and represent more than 200 Michigan counties, cities, villages, townships, libraries, and intergovernmental units.

## FIRM EXPERIENCE

### 1. FIRM NAME

Foster Swift Collins & Smith, P.C.

### 2. PRINCIPAL ADDRESS

The majority of the work will be done in our Grand Rapids office at 1700 East Beltline, N.E., Suite 200, Grand Rapids, MI 49525-7044.

### 3. AREAS OF PRACTICE

Founded in 1902, Foster Swift is a full-service law firm comprised of 101 attorneys and 110 support staff with offices in Grand Rapids, Lansing, Southfield, Detroit, and Holland. Our attorneys and staff are very involved in their respective communities.

The firm is organized into the following six primary practice areas:

1. Municipal and Public Entity
2. Business and Tax
3. Employer Services (Labor & Employment as well as Workers’ Compensation)
4. Financial Institutions, Real Estate, and Bankruptcy
5. Litigation
6. Trusts and Estates

### 4. STAFFING

As noted in the Executive Summary, Mike Homier, Municipal and Public Entity Practice Group Leader is the single point-of-contact to respond to questions regarding this proposal.

If offered the opportunity to represent the Tuscarora Township, Mike Homier will serve as the Township Attorney. While the Township will have a single point-of-contact to coordinate all work, they will also have the benefit of a team if additional special attorneys are needed. Mike will assign and oversee all Township work assigned to other Foster Swift attorneys.



Attorney	Area of Practice	Number of Years with the Firm
Mike Homier	Municipal and Public Entity	26 years
Leslie Abdoo	Code Enforcement and General Municipal Law	11 years
Courtney Agrusa	Employment Law and Labor Relations	2 years
Mackenzie Almassian	Municipal & Public Entity Law	1 year
Keith Brown	Municipal & Public Entity Law	3 years
Laura Genovich	Tax Tribunal and Election Law	17 years
Scott Hogan	Real Estate and Public Finance/Bond	20 years
Mark Koerner	Environmental Law	7 years
Mallory Reader	Municipal & Public Entity Law and Election Law	2 years
Anne Seuryneck	Election Law, Open Meetings Act, and Freedom of Information	29 years

*\*Info on the listed attorneys' education, experience, and qualifications can be found in their resumes starting on the following page.*

One of the benefits of working with a full-service law firm is that clients have immediate access to attorneys who handle virtually every area of the law, who already have a working relationship with their Township Attorney, enabling the specialty attorney to get up to speed more quickly resulting in less fees incurred by the Township.

Foster Swift municipal and public entity attorneys are committed to providing clients the best possible representation on all matters. We are continually investing in their professional development to stay abreast on substantive areas of the law as well as litigation strategies. We regularly participate in programming delivered by the State Bar of Michigan and the Michigan Association of Municipal Attorneys. Because of our expertise and communication skills, we are frequently speakers and authors for the Michigan Municipal League, the Michigan Townships Association, the Michigan Assessors Association, and other associations.

Complete bios for attorneys referenced above follow.



## Michael D. Homier

Administrative & Municipal Practice  
Group Leader

Grand Rapids, MI  
Lansing, MI  
616.726.2230

[mhomier@fosterswift.com](mailto:mhomier@fosterswift.com)

### Overview

As the leader of the firm's Municipal Practice Group, Mike Homier focuses his practice in the areas of municipal law, public finance, zoning and land use as well as related litigation. Mike serves as general counsel for municipalities throughout Michigan, and has extensive experience representing counties, cities, villages, townships, libraries and municipal authorities facing a wide array of different legal challenges. In this capacity, he regularly handles high profile and sensitive issues.

Distance is not an obstacle to providing efficient and effective services, as Mike and his colleagues address day-to-day legal needs through the use of the telephone, video-conference, email and the Internet.

Mike has successfully helped municipalities in the planning and regulation of many commercial and residential developments. In addition to his planning and zoning expertise, he has gained significant experience in public finance and has served as issuer's counsel and bond counsel in several sophisticated projects. To keep on the cutting edge of this ever-changing discipline, Mike is a member of the National Association of Bond Lawyers and is listed in the "Red Book."

Mike is a skilled litigator who has extensive municipal litigation and prosecution experience. For many years, he was assigned as a special prosecutor by the Michigan Department of Labor and Economic Growth prosecuting occupational code violations and currently serves as lead prosecutor for many of the firm's municipal clients. Regardless of the type of litigation, Mike concentrates on obtaining client-driven results working closely with the municipality's administration to obtain the best results at the lowest reasonable cost.

### Practices

Public Finance - Bond  
Zoning & Land Use  
Property Tax  
Construction Law  
Municipal & Public Entity  
Law  
Municipal Litigation  
Renewable Energy

### Education

Michigan State University  
College of Law, J.D., 1999,  
*magna cum laude*  
University of Arizona, B.A.,  
1995

### Bar & Court Admissions

Michigan  
U.S. District Court for the  
Western District of Michigan  
U.S. District Court for the  
Eastern District of Michigan  
U.S. Sixth Circuit Court of  
Appeals

## Experience

- In [Pegasus Wind LLC v. Tuscola County](#), on April 10th, 2024, the Michigan Supreme Court upheld Tuscola County and the Tuscola Area Airport Zoning Board of Appeals (ZBA) previous decision blocking Pegasus Wind LLC's request to expand a wind farm after evidence showed that additional windmills would have posed a safety risk to aviators at a nearby airport. Homier was part of the team that represented Tuscola County and the ZBA Board and praised the court's decision.
- In a unanimous opinion issued April 13, 2023, the Michigan Court of Appeals held in favor of the City of East Lansing in a class-action lawsuit related to electric franchise fees. *Heos v City of East Lansing*, Court of Appeals Case Nos. 361105, 361138. The Court of Appeals reversed earlier decisions of the Ingham County Circuit Court, which had granted summary disposition to plaintiff James Heos and other similarly situated Board of Water and Light customers. The Court of Appeals directed the circuit court to instead enter summary disposition in favor of the City on remand.

In reaching this decision, the Court of Appeals held that plaintiff's claim under the Headlee Amendment to the Michigan Constitution and his similar equitable claims were untimely because they were not filed within one year after the franchise ordinance was adopted. The Court of Appeals further held that plaintiff could not bring an action under the 1905 Foote Act because the Foote Act only applies to electric utility providers, not electric customers. Consequently, the City was entitled to dismissal of all of plaintiff's claims. The opinion is [available online here](#).

- Implementing a development and finance plan for improvements to two major roads that resulted in nearly \$10 million of public improvements at no cost to the taxpayers, including as the Township's bond counsel for nearly \$7 million of special assessment bonds.
- Negotiating and implementing an action plan to avoid substantial fines levied by the EGLE for violating ground water discharge limitations.
- Negotiating a settlement of zoning litigation on favorable terms that also extended sanitary sewer service to an adjacent subdivision at a substantial reduction in cost to the homeowners.
- Getting involved in litigation arising from the Township's sewer expansion through the County Board of Public Works which had the effect of ending protracted and costly litigation.
- Working with the Fire Chief to achieve a lower interest rate for financing the Township's aerial platform truck saving taxpayer dollars.

## Honors & Recognition

Former Member of Foster Swift Executive Committee

"Top Lawyer", *Grand Rapids Magazine*, 2022 and 2023 in Municipal Law

"Top Lawyer", *Grand Rapids Magazine*, 2023 in Land Use & Zoning

## Memberships & Affiliations

### Legal Affiliations:

- American Bar Association
- State Bar of Michigan
- Grand Rapids Bar Association
- Ingham County Bar Association
- ACADEMIC POSITION: Western Michigan University Thomas M. Cooley Law School, Adjunct Professor of Zoning and Land Use Planning

### Industry & Professional Associations:

- National Association of Bond Lawyers
- Michigan Association of Municipal Attorneys

### Community Involvement:

- Caledonia Planning Commission, Former Member
- Caledonia Zoning Board of Appeals, Former Member

## News & Resources

### Publications

April 22, 2024 | *Foster Swift Municipal Law News E-blast*

Q&A: New DOJ Rule Requires State & Local Government Websites, Apps to be ADA Accessible

January 22, 2024 | *Municipal Law News E-blast*

Summary Language Approved for Proposed Ballot Initiative to Repeal Renewable Energy Siting Law

December 6, 2021 | *Foster Swift Municipal Law News E-blast*

Eligible Municipalities Encouraged to Register in Historic Opioid Settlement

February 2020 | *Michigan Township Focus Magazine*  
Zoning for Dollars

### **Events**

April 26, 2022  
Small Box Discount Retailers & Big Dollar Zoning Issues

April 21, 2021  
Meeting Myths, Mysteries and Misconceptions

### **News**

January 30, 2025 | *Foster Swift Municipal Law News E-blast*  
Michigan Municipalities Demand Action: Support for House Bills 4027 and 4028 to Restore Local Zoning and End State Overreach in Renewable Energy Development

November 22, 2024 | *Globe Newswire*  
Foster Swift Files Motion for Preliminary Injunction to Block MPSC's Unlawful October 10 Order

November 8, 2024 | *Meltwater Newswire*  
Foster Swift Files Appeal on Behalf of Over 70 Michigan Municipalities to Protect Local Control Over Renewable Energy Regulations

April 14, 2023  
City of East Lansing Prevails in Electric Franchise Fee Appeal

July 18, 2022 | *Foster Swift Municipal Law News*  
Foster Swift Wins Victory for City in Marihuana Ordinance Appeal

February 16, 2020 | *Foster Swift Municipal Law News*  
Foster Swift Participates at the 2020 MTA Conference





## Leslie A. Abdoo

Shareholder

Grand Rapids, MI

616.726.2232

[labdoo@fosterswift.com](mailto:labdoo@fosterswift.com)

### Overview

Leslie Abdoo is a member of Foster Swift's Municipal and General Litigation Practice Groups. Leslie advises the firm's public entity clients including cities, townships, counties, villages, libraries and local health departments on compliance with applicable state and federal laws. Matters she regularly handles for clients include:

- Municipal Prosecution - misdemeanor and civil infraction ordinance and code violations
- Zoning, Planning and Land Use
- Ordinance Drafting - police power and zoning ordinances including regulations for medical marijuana, wind energy, solar energy, short-term rentals, and broadband internet
- Freedom of Information Act (FOIA) and Open Meetings Act (OMA) Compliance
- Inter-local Agreement Negotiation and Drafting

In addition to her work with municipalities and local governments, Leslie also handles a wide range of commercial litigation matters where she has represented businesses, health care entities, property owners and insurance companies. She also regularly handles administrative appeals, such as from zoning ordinance interpretations or other administrative agencies.

Leslie is a graduate of the University of Michigan and Notre Dame Law School where she received the Dean's Award in Notre Dame's Intensive Trial Advocacy Course. She was also selected to participate in Notre Dame's Advanced Criminal Justice Externship where she represented criminal defendants charged with lower-level felonies.

### Practices

Municipal Prosecution

Municipal & Public Entity  
Law

Litigation

### Education

University of Notre Dame  
Law School, J.D., 2014

University of Michigan, B.A.,  
2011, *with distinction*,  
Political Science and  
Communication Studies

### Bar & Court Admissions

Michigan

U.S. District Court for the  
Western District of Michigan

U.S. Sixth Circuit Court of  
Appeals

## Honors & Recognition

3 in 10 Award, Grand Rapids Bar Association, 2020

*Best Lawyers in America*® "One to Watch" (Municipal Law), 2021-2025

*Best Lawyers in America*® "One to Watch" (Commercial Litigation), 2024-2025

## Memberships & Affiliations

### Legal Affiliations:

- State Bar of Michigan
- Grand Rapids Bar Association
- Women Lawyers Association of West Michigan
  - Member of the Board of Directors, Treasurer

### Community Involvement:

- Grand Rapids Ballet Company
  - Member of the Board of Directors

## News & Resources

### Publications

February 2, 2023 | *Foster Swift Municipal Law News*

Distribution of Michigan's \$81M Share of Opioid Settlement to Begin

March 23, 2021 | *Foster Swift Municipal Law News E-blast*

American Rescue Plan Act Provides Federal Funding for Michigan Local Governments

October 19, 2020 | *Foster Swift Municipal Law News E-blast*

An Update on OMA Legislation Amendments

October 14, 2020 | *Foster Swift Municipal Law News E-blast*

Pending OMA Legislation: What You Need to Know

### Events

June 7, 2023

Innovative Approaches to Wind and Solar

April 26, 2022

Best Practices for Townships for Complying with ADA & Fair Housing Act

October 28, 2021

What You Need to Know Now About Renewable Energy Ordinances

September 24, 2021

Marijuana Petitions Ballot Proposals

November 10, 2020

Meeting Virtually: Amendments to the Open Meetings Act

April 27, 2020

FOIA and OMA Updates

## **News**

January 30, 2025 | *Foster Swift Municipal Law News E-blast*

Michigan Municipalities Demand Action: Support for House Bills 4027 and 4028 to Restore Local Zoning and End State Overreach in Renewable Energy Development

November 8, 2024 | *Meltwater Newswire*

Foster Swift Files Appeal on Behalf of Over 70 Michigan Municipalities to Protect Local Control Over Renewable Energy Regulations

February 16, 2020 | *Foster Swift Municipal Law News*

Foster Swift Participates at the 2020 MTA Conference



## Courtney Gabbara Agrusa

Senior Attorney

Southfield, MI

248.538.6326

[cagrusa@fosterswift.com](mailto:cagrusa@fosterswift.com)

### Overview

Courtney Gabbara Agrusa is a municipal law attorney, and she has been since the day she began her legal career as a staff attorney for a local City Attorney office. Based in Foster Swift's Southfield office, Courtney's practice focuses exclusively on working with Michigan counties, cities, villages, townships, and other governmental entities to provide counsel in municipal corporate and public sector labor matters. Having stood in her clients' shoes and sat shoulder to shoulder with them, Courtney knows first-hand the unique business and legal needs of municipal entities.

In her capacity as a municipal law attorney, Courtney works tirelessly to help her clients navigate the ever changing demands faced by local governments. As an insider and a community member, she recognizes the impact, directly and indirectly, a municipal entity's decisions and actions have on all members of those communities.

### Municipal Law

"Municipal law" covers a wide range of issues including, but not limited to, elections, labor & employment, governance, ordinance reviews, taxes, special assessments, planning, codes & compliance, human resources, public safety, emergency services, civil rights, animal control, environmental, public works, drafting and reviewing contracts of all types (e.g., software, construction, affiliation agreements, urban cooperation contracts, and cell towers), libraries, tribal law, parks, and parking.

Courtney's direct experience in a local City Attorney's office, including serving as Interim City Clerk; at a boutique municipal law firm for almost six years; and at Foster Swift includes advising and representing municipal entities in the areas described above and more.

Courtney believes collaboration is the key to success when working with municipalities. Taking the approach that her client contacts are subject matter

### Practices

Election & Campaign  
Finance Law

Employment Law

Firearm Regulation Law

Freedom of Information Act

Labor Relations

Municipal & Public Entity  
Law

Open Meetings Act

Zoning & Land Use

### Education

Michigan State University  
College of Law, J.D., 2012

Michigan State University,  
B.S. in Psychology, 2009

### Bar & Court Admissions

Michigan

U.S. District Court for the  
Western District of Michigan

U.S. District Court for the  
Eastern District of Michigan

experts in their own respective lines of work (e.g., tax, public works, code compliance, finance, and zoning), Courtney works closely with her clients to ensure she understands their needs, goals, and perspectives. This type of collaboration and work dynamic allows Courtney to build strong working relationships with her clients and to provide the high-quality legal services her clients need.

A typical week includes attending council, commission, and board meetings; meeting with, talking with, and advising her clients; reviewing and revising contracts, ordinances, and millages; researching and drafting opinions and memoranda; appearing in court; and negotiating public employer labor and employment matters.

Some of the statutes Courtney regularly deals with include:

- Freedom of Information Act (FOIA)
- Open Meetings Act (OMA)
- Michigan Zoning Enabling Act (MZEA)
- Michigan Planning Enabling Act (MPEA)

### **Municipal Employment & Labor Matters**

One of Courtney's sub-niches within municipal law is the navigation and litigation of labor and employment matters. These include employee disciplinary matters, labor negotiations, grievance arbitrations, unfair labor practices, Equal Employment Opportunity Commission Charges, Michigan Department of Civil Rights Complaints and Unemployment Insurance Agency Appeals.

Her public employer clients also call on her for a vast range of hands-on support, from facilitating meetings between unhappy employees, their union representatives, their direct supervisors, and HR, to preparing last chance agreements, disciplinary agreements, and termination documents, negotiating resignations in lieu of termination, and actually terminating employment. She regularly drafts, reviews, and revises both employment and personnel policies, procedures, and handbooks.

Employment related statutes Courtney regularly deals with include:

- Americans with Disabilities Act (ADA)
- Fair Labor Standards Act (FLSA)
- Paid Medical Leave Act (PMLA)
- Family Medical Leave Act (FMLA)
- Earned Sick Time Act (ESTA)

- Improved Workforce Opportunity Wage Act (IWOWA)
- Bullard Plawecki Employee Right-to-Know Act

### **Michigan Election Law**

Having served, by necessity, as an Interim City Clerk during a challenging election year, Courtney recognizes first-hand the scrutiny municipal entities face, and the personal toll it takes on individuals, when it comes to matters involving elections.

She is now routinely retained to help municipalities with full-time or part-time Clerks get through and survive turbulent election scenarios under intense time constraints. Courtney consults clients on recall issues, recounts, and other election challenges, resulting in the litigation of recall appeals and oversight of recounts. She also consults with them before election cycles in a preventive law capacity.

### **Honors & Recognition**

Jurisprudence Achievement Award, Michigan State University College of Law, 2012

### **Memberships & Affiliations**

#### **Legal Affiliations:**

- State Bar of Michigan
  - Government Law Section
  - Insurance and Indemnity Law Section
  - Labor and Employment Law Section
  - Municipal Law Committee
- Chaldean American Bar Association
  - Member (2017-Present)
- Michigan State University College of Law Alumni Association
  - President (2022-2025)
  - Vice President (2019-2022)
- Board of Directors, Ms. JD
  - Board Member (2011-2015)
- Women Lawyers Association of Michigan
  - Member (2021 – Present)

**Community Affiliations:**

- Chaldean Americans for Whitmer Leadership Council
  - Member (2022)
- Chaldeans Advisory Counsel for Biden/Harris
  - Member (2020)
- Planned Parenthood Advocates of Michigan
  - Board of Directors (2024 – Present)

**News & Resources**

**Publications**

June 23, 2025 | *Foster Swift Municipal Law News*

What Does SCOTUS Stance on Assault Weapons Mean for Firearm Regulations?

April 28, 2025 | *Foster Swift Labor & Employment Law News*

New Law Changes in Effect for Employers Hiring Minors

February 21, 2025 | *Foster Swift Labor & Employment Law E-blast*

What Employers Need to Know About Michigan's Amended Earned Sick Time Act

January 15, 2025 | *Foster Swift Municipal Law News*

New Laws Prohibit Firearms at Polling Places and Other Election Locations

October 3, 2024 | *Foster Swift Municipal Law News*

Polling Place and Voter Etiquette Guidelines: Election Day Q&A

July 31, 2024 | *Labor & Employment Law News E-blast*

Michigan Employers Alert: Major Changes to Sick Leave & Minimum Wage Effective Feb 2025!

July 23, 2024 | *Foster Swift Municipal Law News*

Extreme Risk Protection Orders: Q&A on Michigan's Red Flag Gun Laws

March 25, 2024 | *Foster Swift Municipal Law News*

Lindke v. Freed: When Public Officials Can Be Held Liable for Blocking Individuals on Social Media

January 30, 2024 | *Labor & Employment Law News E-blast*

Independent Contractor Final Rule Could Have Major Impact on Select Industries

November 30, 2023 | *Foster Swift Municipal Law News E-blast*

Update: Whitmer Signs Energy Bills, Restricting Facilities

November 16, 2023 | *Foster Swift Municipal Law News E-blast*  
Proposed Bills to Affect Energy Facilities

### **Events**

September 17, 2025  
Labor & Employment Law Update: 2025 Recap and Insights for 2026

May 14, 2025  
New Law Changes in Effect for Employers Hiring Minors

April 2, 2025  
Nip It in the Bud: The Importance of Strong Policies and Handbooks

February 25, 2025  
What Employers Need to Know About Michigan's Amended Earned Sick Time Act

October 30, 2024  
Writing Policy — Liability Considerations

September 18, 2024  
2024 Virtual Labor & Employment Law Update

September 11, 2024  
An Overview Guide to Michigan's Gun Laws

August 14, 2024  
Election Day 2024: A Guide to Essential Polling Etiquette

### **News**

January 30, 2025 | *Foster Swift Municipal Law News E-blast*  
Michigan Municipalities Demand Action: Support for House Bills 4027 and 4028 to Restore Local Zoning and End State Overreach in Renewable Energy Development

### **Blog Posts**

August 22, 2024 | Michigan Election Law Blog  
An Election Day Guide to Essential Polling Etiquette

July 11, 2024 | Michigan Election Law Blog  
A Guide to Regulating Petition Circulators: Best Practices and Key Considerations





## Mackenzie M. Almassian

Associate

Grand Rapids, MI

616.726.2204

[malmassian@fosterswift.com](mailto:malmassian@fosterswift.com)

### Overview

Mackenzie Almassian is an associate and a member of Foster Swift's municipal practice group in the firm's Grand Rapids office where she assists in Municipal and Public Entity Law, Municipal Litigation, and Administrative Law.

*"Growing up, I never thought I would go to law school. I have several lawyers in my family and always thought 'that's just not for me.'" says Mackenzie. "When I was in my senior year of college and had to start thinking seriously about a career, I made a list of all things I like to do: read, write, learn, and talk. Turns out, that's what lawyers do!"*

Mackenzie received both her undergraduate and law degrees from Michigan State University. Graduating with her B.A. in Comparative Cultures and Politics in 2021 from Michigan State's James Madison College. During undergrad, she fostered three service dogs in training, one of which, Nemo, "dropped out" and now lives happily as a couch potato.

While attending MSU College of Law, she was a part of the Michigan State Law Review, Moot Court, and Great Lakes First Amendment Clinic.

- Received a Best Oral Advocate Award at a national Moot Court Competition
- Jurisprudence Awards in: First Amendment Clinic and Labor & Employment Law

Outside of work, Mackenzie enjoys cooking, reading a good book, and staying up to date on all things True Crime.

She was featured as a Co-Author in the publication *Algorithms, Addiction, and Adolescent Mental Health: An Interdisciplinary Study to Inform State-level Policy Action to Protect Youth from the Dangers of Social Media*, *American Journal of Law & Medicine*, Feb 12, 2024.

### Practices

Administrative Law

Equine Law

Municipal & Public Entity Law

Municipal Litigation

### Education

Michigan State University  
College of Law, J.D., 2024

Michigan State University,  
B.A. Comparative Cultures  
and Politics, 2021

### Bar & Court Admissions

Michigan

U.S. District Court for the  
Western District of Michigan

## **Memberships & Affiliations**

- GR Bar Association
- Western Michigan Federal Bar Association

## **News & Resources**

### **Publications**

June 28, 2023 | *Finance Real Estate & Bankruptcy News*

What are the Different Types of Easements?

June 14, 2023 | *Foster Swift Municipal Law News*

Proposed Changes to PACE: What You Need to Know

### **Events**

April 2, 2025

Social Media Pitfalls

March 31, 2025

Municipal Case Law Review

### **News**

January 30, 2025 | *Foster Swift Municipal Law News E-blast*

Michigan Municipalities Demand Action: Support for House Bills 4027 and 4028 to Restore Local Zoning and End State Overreach in Renewable Energy Development



## Keith T. Brown

Associate

Grand Rapids, MI

616.726.2211

[kbrown@fosterswift.com](mailto:kbrown@fosterswift.com)

### Overview

A former teacher and performer, Keith T. Brown has held many leadership roles and understands the importance of accessible communication, empathy, and storytelling. These skills and traits are invaluable in Keith's practice at Foster Swift. Keith aids clients in all sorts of municipal matters, such as the METRO Act, constitutional questions, employment matters, the Open Meetings Act, the Freedom of Information Act, zoning, election law, litigation, and a variety of other concerns that leaders may be faced with.

### Municipal Law

As a member of Foster Swift's municipal group, Keith works with a team of highly experienced and devoted attorneys that represent municipal clients of all sizes and characteristics throughout Michigan and has likely encountered the same situation you are facing.

Keith brings his experience in the classroom, meeting room, and the performance hall to the practice of law. Keith understands that the keys to success for local leaders is knowing how to fully evaluate the situation at hand, including the applicable rules, processes, and personalities; how to effectively communicate a vision and plan; and how to guide those visions and plans to adoption and implementation. Accordingly, he aims to model these skills and guide elected and appointed officials, at all levels, to be the best representatives of their constituents and leaders of their communities that they can be.

As an educator, Keith understood that his students would reach their goals in their own ways and at their own pace, and he knew that his role was to provide guidance, advice, knowledge, and expertise, but not to make the final decision or chose the specific direction a student took. Keith knows that the role of municipal attorney is quite similar. His role is to help officials work out details while remembering the big picture, and to provide guidance about what is

### Practices

Administrative Law

Appellate Practice

Municipal & Public Entity  
Law

Municipal Litigation

### Education

Western Michigan  
University Thomas M.  
Cooley Law School, *magna  
cum laude* J.D., 2020

Grand Valley State  
University, B.S., 2012

### Clerkships

Michigan Court of Appeals

### Bar & Court Admissions

Michigan

Western District of Michigan

legally required or permitted in order to aid the officials to make the best decisions for their constituents and communities to lower the legal risk.

### **Appellate Law**

A successful appellate practice requires knowledge of how the appellate system works, how to navigate it, how to apply both old and new law, and how to persuade appellate judges. Keith has worked on all manners of appeals- from municipal law, including zoning, to general civil and administrative appeals to criminal cases.

Before joining the firm, Keith learned each of these things firsthand, working first as a Research Attorney and then as a judicial law to the Honorable Christopher P. Yates at the Michigan Court of Appeals. Keith brings both his experience as an educator and as an attorney with the court to appellate practice. He understands that carefully choosing the issues to appeal and how to present them- and how to present a story of the case- to a panel of appellate judges is a major key to success.

Appeals, like trials, are about storytelling. They are mostly decided on the standard of review (the level of deference the appellate court must give to the trial court's decision) and the briefs, and Keith takes great care to write in the most clear and persuasive manner possible about the most fruitful issues. He also understands what judges expect from oral argument and how to best frame the case to the panel.

A good appellate practitioner speaks the language of appellate courts, and can both translate that language to the client and translate the client's story to the court. Keith understands both sides of that equation and works tirelessly to do both.

### **Outside of Law**

Keith was raised in the most quintessential Michigan way, as the son of an autoworker and school bus driver, growing up in Wayne County. In high school, he was a drum major of his marching band and became an Eagle Scout. Then he attended Grand Valley State University where he was a leader in the marching band and founded and led an award-winning chapter of a student organization. He has lived in West Michigan ever since.

Before joining the legal profession, Keith served as a K-12 educator in districts throughout Michigan, where he taught middle and high school social studies, served as a substitute in a variety of settings, directed an after-school program for disadvantaged students, and for nearly a decade coached high school marching band.

Keith attended Western Michigan University Thomas M. Cooley law school in Kalamazoo and Grand Rapids. There, he served as a teaching assistant, president of the student bar, and as a member of numerous student leadership boards. He won awards for “best brief” and for being the “top advocate” in moot court competitions. He also interned as a law clerk in the United States District Court for the Western District of Michigan.

Keith now lives in Holland, Michigan, with his wife Sarah and his two stepchildren. They share their home with two Siberian Huskies, two cats, and a pet chicken. The family enjoys taking trips to museums, comic-cons, fairs, and the beach. Keith loves to study history and politics, roots for Detroit sports teams (he has a jar of dirt he collected near first base at old Tiger Stadium and autographed baseballs from, among others, Ernie Harwell and Al Kaline), and marches with the Laker Alumni Marching Band at GVSU, of which he is a founder and has served on the leadership team since 2012.

## Experience

- In [Pegasus Wind LLC v. Tuscola County](#), on April 10th, 2024, the Michigan Supreme Court upheld Tuscola County and the Tuscola Area Airport Zoning Board of Appeals (ZBA) previous decision blocking Pegasus Wind LLC’s request to expand a wind farm after evidence showed that additional windmills would have posed a safety risk to aviators at a nearby airport. Brown was part of the team that represented Tuscola County and the ZBA Board and praised the court’s decision.
- *In re Petition of Muskegon County Treasurer for Foreclosure (Muskegon County Treasurer v Beeman et al)*, \_\_\_ Mich App \_\_\_ (2023) (Docket No. 363764) (upholding as constitutional Section 78t of the Michigan General Property Tax Act (MCL 211.78t), which requires former owners of tax-foreclosed property to file a notice of intent to claim any remaining proceeds by July 1).

## Memberships & Affiliations

### Professional Affiliations:

- Institute of Continuing Legal Education (ICLE)
  - New Lawyers Advisory Board

### Community Affiliations:

- Grand Valley State University
  - Laker Alumni Marching Band, Board Member
- National Eagle Scout Association

- Member
- Kappa Kappa Psi National Honorary Band Fraternity
- Member

## **News & Resources**

### **Publications**

September 30, 2024 | *Foster Swift Municipal Law News E-blast*

Foster Swift Prevails at Michigan Supreme Court in Major Victory for County Treasurers

January 22, 2024 | *Municipal Law News E-blast*

Summary Language Approved for Proposed Ballot Initiative to Repeal Renewable Energy Siting Law

September 19, 2023 | *Foster Swift Municipal Law News*

Carbon Sequestration Wells: A New Land Use to Consider in Zoning Ordinances

September 18, 2023 | *Foster Swift Municipal Law News*

The Next Controversial Land Use: Utility-Scale Battery Facilities

June 15, 2023 | *Foster Swift Municipal Law News*

What Does Tyler v Hennepin County Mean for Foreclosures in Michigan?

April 10, 2023 | *Spring 2023 Michigan Appellate Practice Journal*

Focus Orders & Tentative Opinions: Ways to Make Oral Argument More Efficient

### **Events**

April 2, 2025

Social Media Pitfalls

March 31, 2025

Municipal Case Law Review

April 22, 2024

Municipal Case Law Review

October 4, 2023

Controversial Land Uses

April 17, 2023

Municipal Case Law Review

## **News**

January 30, 2025 | *Foster Swift Municipal Law News E-blast*

Michigan Municipalities Demand Action: Support for House Bills 4027 and 4028 to Restore Local Zoning and End State Overreach in Renewable Energy Development

October 26, 2023 | *Foster Swift Municipal Law News E-blast*

Foster Swift Wins Major Victory for County Treasurers

## **Blog Posts**

November 21, 2022 | Michigan Election Law Blog

Michigan Voters Pass Two Election-Related Constitutional Amendments



## Laura J. Genovich

Shareholder

Grand Rapids, MI

616.726.2238

[lgenovich@fosterswift.com](mailto:lgenovich@fosterswift.com)

### Overview

Laura Genovich is a shareholder in the Foster Swift's Grand Rapids office. Laura practices municipal law, appellate law, and bankruptcy/commercial law and is the Chair of the firm's Appellate Practice Group.

#### MUNICIPAL AND LAND USE LAW

##### *Counsel for Municipalities*

Laura serves as general counsel for counties, cities, villages, and townships across the state and is known for her legal expertise, responsiveness, and ability to communicate clearly to clients and their constituents. Her areas of municipal law expertise include:

- Land use and zoning
- Election law and [campaign finance issues](#)
- Marihuana/cannabis ordinances
- Parliamentary procedure/Robert's Rules of Order (as a member of the National Association of Parliamentarians)
- Freedom of Information Act (FOIA) and Open Meetings Act (OMA) compliance
- Alternative energy (wind and solar) regulations
- Labor/employment matters
- Real estate transactions
- Special assessments and property tax exemptions
- Contract drafting and negotiation

##### *Counsel for Private Clients*

Laura also works with both public entities and private clients (including developers and neighborhood groups) on land use matters, including

### Practices

Appellate Practice

Bankruptcy & Restructuring

Litigation

Collections / Creditor -  
Debtor Rights

Municipal & Public Entity  
Law

School Law Services

Election & Campaign  
Finance Law

Finance & Real Estate  
Development

Governmental Relations

Property Tax

Real Estate Development

Renewable Energy

Zoning & Land Use

### Education

Thomas M. Cooley Law  
School, J.D., 2008, *summa  
cum laude*



development agreements, annexations, Act 425 agreements, and zoning approvals (such as special land use permits and rezonings).

### **LITIGATION & APPELLATE LAW**

A seasoned advocate, Laura regularly represents local governments and private clients in trial-level and appellate cases. Recent appellate victories include:

- *Beeman et al v Muskegon County Treasurer* (Michigan Court of Appeals, 2023) (upholding decision in favor of county treasurer and holding as a matter of first impression that Section 78t of the General Property Tax Act is constitutional).
- *Heos v City of East Lansing* (Michigan Court of Appeals, 2023) (holding in favor of city in Headlee Amendment class action lawsuit).
- *Let Them Breathe v Health Department of Northwest Michigan* (Michigan Court of Appeals, 2023) (upholding dismissal of challenge to local health department order).
- *Cary Investments, LLC v City of Mount Pleasant* (Michigan Court of Appeals, 2022) (upholding dismissal of challenge to city's marihuana regulation ordinance and competitive process).

In addition to her extensive experience in Michigan's trial and appellate courts, Laura has argued before the United States Court of Appeals for the Sixth Circuit and [co-authored a merits-stage amicus brief](#) in the Supreme Court of the United States on behalf of a township client.

### **COMMERCIAL LITIGATION & BANKRUPTCY LAW**

Laura represents individuals and businesses in contract and collection disputes in her commercial law practice, with a specialty in representing creditors and trustees in bankruptcy cases. Her depth of experience comes from more than a decade of service as a Chapter 7 and Chapter 12 bankruptcy trustee in the Western District of Michigan. Her areas of expertise include:

- Defending creditors against preference demands by bankruptcy trustees
- Preparing and substantiating proofs of claims
- Filing actions in Bankruptcy Court to determine that certain debts are nondischargeable
- Obtaining relief from the automatic stay
- Determining creditors' status as critical vendors
- Defending creditors in cases alleging violations of the automatic stay and discharge injunction

Ohio University, B.S., 2005,  
*summa cum laude*,  
Communications

### **Bar & Court Admissions**

Michigan

U.S. District Court for the  
Western District of Michigan

U.S. District Court for the  
Eastern District of Michigan

U.S. Sixth Circuit Court of  
Appeals

## WRITING AND SPEAKING

In addition to her full-time service to clients, Laura is committed to improving the practice of law, and she has [published a book on clear legal writing](#) ("The Plain Language Practice"), which is also a frequent topic on her popular [LinkedIn page](#). She has appeared on legal podcasts, including the [XL Legal Podcast](#) and the [Thought Leadership Podcast](#), and she is an adjunct professor at Cooley Law School.

## Experience

- In [Pegasus Wind LLC v. Tuscola County](#), on April 10th, 2024, the Michigan Supreme Court upheld Tuscola County and the Tuscola Area Airport Zoning Board of Appeals (ZBA) previous decision blocking Pegasus Wind LLC's request to expand a wind farm after evidence showed that additional windmills would have posed a safety risk to aviators at a nearby airport. Genovich was part of the team that represented Tuscola County and the ZBA Board and praised the court's decision.
- In a unanimous opinion issued April 13, 2023, the Michigan Court of Appeals held in favor of the City of East Lansing in a class-action lawsuit related to electric franchise fees. *Heos v City of East Lansing*, Court of Appeals Case Nos. 361105, 361138. The Court of Appeals reversed earlier decisions of the Ingham County Circuit Court, which had granted summary disposition to plaintiff James Heos and other similarly situated Board of Water and Light customers. The Court of Appeals directed the circuit court to instead enter summary disposition in favor of the City on remand.

In reaching this decision, the Court of Appeals held that plaintiff's claim under the Headlee Amendment to the Michigan Constitution and his similar equitable claims were untimely because they were not filed within one year after the franchise ordinance was adopted. The Court of Appeals further held that plaintiff could not bring an action under the 1905 Foote Act because the Foote Act only applies to electric utility providers, not electric customers. Consequently, the City was entitled to dismissal of all of plaintiff's claims. The opinion is [available online here](#).

- Represented bankruptcy trustee in corporate Chapter 7 case and filed more than 40 avoidance lawsuits against preference recipients, resulting in the recovery of more than \$500,000 for the bankruptcy estate.
- Served as co-counsel for township in taxpayer's appeal of more than \$3 million in corrected and supplemental special assessments, which resulted in judgment favorable to the township.
- Represented township in a local resident's Chapter 11 bankruptcy case to enforce township's zoning ordinance.

- Represented creditor against trustee's demand for more than \$170,000 in alleged preference payments.
- Successfully defended public employer in arbitration, resulting in the denial of multiple grievances.

## **Honors & Recognition**

Michigan Assessors Association's (MAA) Michigan Property Tax Achievement Award, 2017-2018

*Best Lawyers®* 2022 Litigation - Bankruptcy "Lawyer of the Year" in Grand Rapids

*Best Lawyers in America®*, for Bankruptcy and Creditor Debtor Rights / Insolvency and Reorganization Law, 2018-2026

*Best Lawyers in America®* - (Litigation - Bankruptcy, Municipal Law), 2021-2026

"Top Lawyer", *Grand Rapids Magazine*, 2022 and 2023 in Municipal Law

"Top Lawyer", *Grand Rapids Magazine*, 2019 in Bankruptcy and Creditor/Debtor Rights Law

*Michigan Super Lawyers* "Rising Star," Bankruptcy: Business, 2012-2023

*Michigan Lawyers Weekly*, "Women in the Law", 2017

Grand Rapids Bar Association "3-in-10" Award, 2017

## **Memberships & Affiliations**

### **Legal Affiliations:**

- Federal Bar Association Bankruptcy Section (Western District of Michigan), Steering Committee Member
- Grand Rapids Bar Association
- Michigan State Bar Foundation
  - Fellow
- State Bar of Michigan
  - Council, Appellate Practice Section

### **Industry & Professional Associations:**

- American Bankruptcy Institute

- National Association of Bankruptcy Trustees
- National Association of Parliamentarians
- Grand Rapids Young Professionals
- Inforum

**Community Involvement:**

- Michigan Ballet Academy
  - Board of Directors, 2024-present
- Grand Rapids Symphony Chorus
  - Board of Directors, 2011-2012

**News & Resources**

**Publications**

September 30, 2024 | *Foster Swift Municipal Law News E-blast*  
Foster Swift Prevails at Michigan Supreme Court in Major Victory for County Treasurers

July 19, 2024 | *Township Focus (MTA)*  
Boosting Board Engagement

January 22, 2024 | *Municipal Law News E-blast*  
Summary Language Approved for Proposed Ballot Initiative to Repeal Renewable Energy Siting Law

November 16, 2023 | *Foster Swift Municipal Law News E-blast*  
Proposed Bills to Affect Energy Facilities

June 15, 2023 | *Foster Swift Municipal Law News*  
What Does Tyler v Hennepin County Mean for Foreclosures in Michigan?

June 14, 2023 | *Foster Swift Municipal Law News*  
Proposed Changes to PACE: What You Need to Know

February 23, 2022 | *Contract Nerds Blog*  
Ten Tips for Writing Clear Contracts

**Events**

April 24, 2024  
Campaign Finance Act: What Can We Say?

April 24, 2024  
Can They FOIA That?

October 5, 2023

Boosting Board Engagement and Ground Rules for Great Meetings

July 29, 2023

Case Law Update

June 22, 2022

Property Tax Exemptions

May 11, 2022

State Corporate Rights in Bankruptcy

April 27, 2022

What to Do with a Marijuana Initiative Referendum

March 16, 2022

The Latest on Marihuana in Michigan

February 21, 2022

Municipal Ordinances

November 11, 2021

Case Law Update

October 28, 2021

What You Need to Know Now About Renewable Energy Ordinances

September 24, 2021

Case Law Update

July 19, 2021

Best Practices for Navigating Our Virtual World

November 11, 2020

Consumer Case Law Update

April 28, 2020

What to Do with a Marijuana Initiative Referendum

January 20, 2020

Debtor's Bar of West Michigan 10th Annual Conference

## **News**

January 30, 2025 | *Foster Swift Municipal Law News E-blast*

Michigan Municipalities Demand Action: Support for House Bills 4027 and 4028 to Restore Local Zoning and End State Overreach in Renewable Energy Development

November 8, 2024 | *Meltwater Newswire*

Foster Swift Files Appeal on Behalf of Over 70 Michigan Municipalities to Protect Local Control Over Renewable Energy Regulations

October 26, 2023 | *Foster Swift Municipal Law News E-blast*  
Foster Swift Wins Major Victory for County Treasurers

April 14, 2023  
City of East Lansing Prevails in Electric Franchise Fee Appeal

July 18, 2022 | *Foster Swift Municipal Law News*  
Foster Swift Wins Victory for City in Marihuana Ordinance Appeal

February 16, 2020 | *Foster Swift Municipal Law News*  
Foster Swift Participates at the 2020 MTA Conference

### **Blog Posts**

September 2, 2022 | Michigan Election Law Blog  
Supreme Court Offers Additional Guidance on Sign Restrictions

March 14, 2022 | Michigan Election Law Blog  
Can We Ban That Sign?

July 9, 2021 | Michigan Election Law Blog  
Michigan House Bill to Require Training for All Election Challengers

May 20, 2021 | Michigan Election Law Blog  
Township Clerk Arraigned After Ballot Mishap

September 17, 2020 | Michigan Election Law Blog  
Bill Passes Michigan Senate, Allowing Qualifying Cities and Townships to Process Absentee Ballots Prior to Election Day

August 27, 2020 | Michigan Election Law Blog  
Judge Feeney to Appear on Ballot as Incumbent, with Separate Listing

August 26, 2020 | Michigan Election Law Blog  
Election Guidelines for Public Bodies in Compliance with MCFA



## Mark T. Koerner

Shareholder

Lansing, MI

517.371.8226

[mkoerner@fosterswift.com](mailto:mkoerner@fosterswift.com)

### Overview

Mark Koerner focuses his practice in two niche areas -- Transit Authority Law and Environmental Law. As he has from the start of his legal career, he also counsels and represents a range of other clients on litigation, business law, and information technology matters.

Regardless of the legal area, Mark strives to find practical solutions that keep clients moving forward. He has been a speaker at the Michigan Township Association's annual conference and at the Rural Transit Manager's workshop. His experience includes the following:

- **Transit:** Having started with one transit authority in 2012, Mark now functions as outside General Counsel for more than 20 transit authorities. His transit work includes advising on a wide range of general operations matters as well as contract and policy drafting and review; negotiations; public financing; construction of new transit facilities; and compliance with state and federal laws.
  - negotiation and drafting of collective bargaining agreements
  - grievance defense
  - mediation and arbitration
  - advising on employment practices
  - drafting employment policy and procedure manuals
  - contract review
- **Environmental:** Mark's environmental work includes: environmental litigation; air, water, waste, natural resource permitting and approval; air, water, soil, ground water, surface water, natural resource, negotiation of contracts, insurance, review of due diligence for transactions, investigation and cleanup of contaminated sites, sewer authorities, and recycling.

### Practices

Business & Tax

Cybersecurity and Data Privacy

Employment Law

Environmental Law

Litigation

Municipal & Public Entity Law

Technology Law

### Education

University of Illinois  
Chicago, J.D., 2000

University of Illinois  
Chicago, LL.M., 2000,  
Information Technology Law

Michigan State University,  
B.A., 1996

### Bar & Court Admissions

Illinois

Michigan

U.S. District Court for the  
Western District of Michigan

- **General and Commercial Litigation:** Mark has handled litigation for businesses, other entities, and individuals since his first year as a lawyer. Regardless of the kind or size of case, he takes a practical, strategic approach to pursuing, defending against, and resolving litigation. His approach starts with asking about the client's goals. It includes balancing risk and being ever mindful of providing cost-effective representation and clear, timely communication. Mark has experience in all levels of state courts in Michigan.
- **Business and Information Technology:** Many businesses have found Mark's knowledge of information technology and privacy law instrumental in helping them keep their assets secure. He has helped businesses with: electronic discovery, e-commerce, software licensing, IT document drafting, health information privacy, start-up entity formation, corporate governance, contracts and negotiations, leases, other business matters
- **Drain:** Mark has significant legal experience advising public entities on county and inter-county drain issues and flooding and lake level matters. He also represents businesses and other private property owners on drain-related matters.

U.S. District Court for the Eastern District of Michigan

## Experience

### Transit

- Contract Drafting/Review/Negotiation; Reviews and revises various contracts, including, but not limited to: Interagency Agreements, facilities repair and maintenance agreements, purchase of service agreements, MDOT and FTA agreements;
- Defense of FTA Complaints: Successfully defended an FTA complaint from a private charter operator as well as successfully defended an FTA complaint that a transit agency was providing school bus service in violation of the federal law;
- Public financing for construction of new transit facilities;
- Contract review and development related to the construction of new transit facilities;
- Contract development for various transit-related issues including bus procurement, facilities repair, master plan development and vehicle service.

### Municipal

- Issuing Legal Opinions: Regularly issues legal opinions on various issues including use of public funds, disposal of public property, weapons and the right to carry, and issues surrounding millages;



- Legislative Updates and Review: Provides general legislative updates on a regular basis;
- Freedom of Information Act Requests and Compliance: Regularly assists in responding to FOIA requests;
- Open Meetings Act Compliance: Answers questions and assists with Open Meetings Act Compliance on a regular basis; and
- Millage Issues: Regularly provides legal guidance concerning millages including drafting Board resolutions and millage language for ballots.

#### Drain

- Petitions drain projects pursuant to the Michigan Drain Code of 1956 as amended;
- Establishes Lake Levels;
- Defense of flooding litigation; and
- Public financing for public Drain projects pursuant to the Michigan Drain Code of 1956 as amended.

#### Employment

- Labor/Employment Law: Handled grievances on behalf of a Charter Township; provided counseling during negotiations of a renewed collective bargaining agreement; negotiated and drafted new collective bargaining agreement for transit authority; Currently counsels with day-to-day employment issues for various transportation authority clients; and
- Policy Drafting and Review: Review and revise employee policy manuals, operations and managerial procedures manuals and employment/job descriptions for various transit authorities.

#### General Litigation

- Provides General Corporate Counsel including business formation, contracts, mergers and acquisitions and real estate matters;
- Litigation Avoidance Through Best Practices; and
- Litigation/Alternative Dispute Resolution.

#### Business

- Provide General Counsel; and
- Counsel on data security.

## Honors & Recognition

*Best Lawyers in America®*, Municipal Law, 2025-2026

## Memberships & Affiliations

- **Legal Affiliations:**

- Ingham County Bar Association
- State Bar of Michigan
- State Bar of Illinois

### Community Affiliations:

- Sparrow Foundation
  - Dapper Dad Campaign
    - 2019, 2021, 2022
- Small Talk Children's Advocacy Center, Vice Chair

## News & Resources

### Publications

July 31, 2024 | *Labor & Employment Law News E-blast*

Michigan Employers Alert: Major Changes to Sick Leave & Minimum Wage Effective Feb 2025!

February 16, 2023 | *Foster Swift Labor & Employment Law News*

Compliance and Regulation Issues of the Family Medical Leave Act: A 2023 Update

January 27, 2023 | *Labor & Employment Law News E-blast*

Court of Appeals Ruling Halts Pending Minimum Wage Increase and New Earned Sick Time Act – For Now

December 28, 2022 | *Foster Swift Labor & Employment Law News E-blast*

Don't Forget! Michigan's Minimum Wage Increases on January 1, Additional Hike Expected

June 3, 2022 | *Foster Swift Business & Tax Law News*

Litigation 101 - What Happens in a Lawsuit?

## **Events**

September 18, 2024

2024 Virtual Labor & Employment Law Update

April 23, 2024

Substance Use Policies and Your Township

October 12, 2023

Fall 2023 Labor & Employment Law Update

October 12, 2023

Employee Drug Testing

February 7, 2023

Implementing ESTA and IWOWA: Understanding the Major Changes in Michigan's New Minimum Wage and Sick Leave Regulations

October 12, 2022

What Employers Need to Prepare for in 2023

October 12, 2022

ADA and FMLA Compliance and Regulation Issues

## **News**

August 15, 2024 | *Best Lawyers in America*

Koerner Named to Best Lawyers in America 2025

## **Blog Posts**

December 13, 2024 | Michigan Labor & Employment Law Blog

Concerns for Employers Surrounding Employee Drug and Alcohol Testing Policies

July 17, 2024 | Michigan Labor & Employment Law Blog

DOT Issues Final Rule: Revised Procedures for Workplace Oral Drug Testing

July 10, 2023 | Michigan Labor & Employment Law Blog

USDOT Approves Oral Fluid Drug Testing

April 3, 2023 | Michigan Labor & Employment Law Blog

An Employer's Introduction to the Americans with Disabilities Act



## Mallory E. Reader

Associate

Grand Rapids, MI

616.726.2250

[mreader@fosterswift.com](mailto:mreader@fosterswift.com)

### Overview

Mallory Reader is an associate with Foster Swift's Municipal Practice Group in the firm's Grand Rapids office. Mallory's role is to help local officials help their communities, whether that be as general counsel on day-to-day matters or representing the local government in litigation. "The most rewarding part of my career is getting to know people all across the state and learning what makes their communities special." In addition to general municipal law, Mallory also practices in the areas of election law, property law, and related litigation.

Mallory's time at Foster Swift has included:

- Winning a property dispute for a township
- Ensuring the placement of a candidate on a local ballot
- Negotiating settlements for cities and townships
- Drafting ordinances specific to the needs of each community
- Successfully defending the decisions of zoning authorities

Before entering private practice, Mallory worked for a prominent Washington, D.C. think-tank where she authored amicus briefs for consideration by the U.S. Supreme Court. She then worked in education policy as a government relations associate for a charter school organization spanning nine states.

Mallory is a graduate of Notre Dame Law School. While earning her law degree, she served as President of the Public Interest Law Forum and as an articles editor for the *Journal of Legislation*. As a student, she missed just one home football game. Go Irish! Mallory earned her undergraduate degree in political science from Hope College in Holland, Michigan. While at Hope, Mallory was awarded the Robert Elder, Jr. Award for demonstrating unusual promise during her semester "abroad" in Washington, D.C.

### Practices

Administrative Law

Election & Campaign  
Finance Law

Governmental Relations

Licensing - Professional -  
Business - Government

Municipal & Public Entity  
Law

### Education

University of Notre Dame  
Law School, J.D., 2020

Hope College, B.A., 2017,  
*cum laude*, Political Science  
and Communication

### Bar & Court Admissions

Michigan

U.S. District Court for the  
Western District of Michigan

Away from work, Mallory loves to run, ski, mountain bike, and golf. She is an avid reader and an amateur potter. Mallory and her partner, David, live in Grand Rapids with Stevie the cat and Scottie the GSP.

## **Memberships & Affiliations**

### **Legal Affiliations**

- Grand Rapids Bar Association
- Women Lawyers Association of Michigan (WLAM)
  - Member, WLAM Journal Editorial Board, Vol. 2, Issue 1

### **Community Involvement**

- Girls on the Run West Michigan
  - Board Member
- West Michigan Mountain Bike Alliance
- Notre Dame Club of Grand Rapids

## **News & Resources**

### **Publications**

March 20, 2024 | *Foster Swift Municipal Law News*

Short-Term Rental Regulation Act: What Local Governments Need to Know

August 25, 2023 | *Foster Swift Labor & Employment Law News*

New NLRB Rule Speeds Up Union Election Process

### **Events**

April 22, 2024

Municipal Case Law Review

March 5, 2024

What Can My Business Contribute to a Campaign?

October 4, 2023

Controversial Land Uses



## Anne M. Seuryrnck

President and Shareholder

Grand Rapids, MI

616.726.2240

[aseuryrnck@fosterswift.com](mailto:aseuryrnck@fosterswift.com)

### Overview

Anne has been practicing with Foster Swift's Administrative and Municipal Practice Group since her arrival at the firm. She currently serves as the firm President and Chair of the Executive Committee. Her entire career has focused on the representation of municipalities and public entities. Anne has extensive experience in drafting and reviewing ordinances and policies, serving as general counsel, counseling clients on Freedom of Information Act (FOIA) and Open Meetings Act issues, and working with communities on millage and Michigan Campaign Finance Issues. Anne also has an expertise in library law.

To promote her belief that the best legal strategy is a proactive strategy, Anne assists communities with policy drafting and adoption. She is also a frequent speaker at seminars and conferences where the educational focus is on municipal and library law. She often speaks for the Michigan Library Association, Library of Michigan and library cooperatives.

Prior to this leadership role, Anne was the Chairperson of the Recruiting Committee and was active on the firm's Diversity Committee. Currently, she also serves as a fellow of the Michigan State Bar Association and previously served on the Advocacy Committee for JDRF West Michigan. She currently serves on the Board of the Library of Michigan Foundation and also as Treasurer for the Forest Hills Central High School Academic Boosters.

### Experience

- Drafting intergovernmental agreements and service contracts with other municipal entities.
- Assisting communities with zoning issues such as drafting and amending sign ordinances and assisting townships with special use permit requests for telecommunication towers.
- Drafting millage proposal and educating library boards regarding the application of the Michigan Campaign Finance laws.

### Practices

Administrative Law

Library Law

Freedom of Information Act

Open Meetings Act

School Law Services

Election & Campaign  
Finance Law

Municipal & Public Entity  
Law

### Education

University of Wisconsin Law  
School, J.D., 1996

University of Michigan, B.A.,  
1993

### Bar & Court Admissions

Michigan

U.S. District Court for the  
Western District of Michigan

U.S. District Court for the  
Eastern District of Michigan

U.S. Sixth Circuit Court of  
Appeals

- Addressing board governance issues, including the application of the Open Meetings and the FOIA.
- Successfully defend clients in FOIA cases
- Drafting district library agreements and assisting with all aspects of the district library formation process.
- Amending existing district library agreements, including adding participating municipalities to existing districts.
- Assisting libraries with request for information by law enforcement agencies and private entities, including the application of the Library Privacy Act and Patriot Act.

## Honors & Recognition

**Notable Woman in Law**, Crain's Grand Rapids Business, 2024  
**Notable West Michigan Lawyer**, Grand Rapids Business Journal, 2023

## Memberships & Affiliations

### Legal Affiliations:

- State Bar of Wisconsin
- State Bar of Michigan
- American Bar Association
- Fellow, Michigan State Bar Foundation

### Industry & Professional Associations:

- Michigan Association of Municipal Attorneys, Member
- Library of Michigan Foundation, Member
- Forest Hills Central High School Academic Boosters, Treasurer

## News & Resources

### Publications

November 17, 2020 | *Foster Swift Library Law News E-blast*

Recent Developments Require Libraries to Adopt New Procedures and Policies

October 26, 2020 | *Foster Swift Library Law News E-blast*

New Requirements for the Open Meetings Act – SB 1108

June 5, 2020 | *Foster Swift Legal Update E-blast*

New Executive Orders Lift Some Restrictions on Libraries in Northern Michigan and the UP

June 1, 2020 | *Foster Swift Library Law News E-blast*

Libraries may reopen on June 8, 2020

April 28, 2020 | *Foster Swift Library Law News E-blast*

Frequently Asked Questions by Public Libraries During COVID-19

March 23, 2020 | *Foster Swift Library Law News E-blast*

Impact of 2020-21 on Public Libraries in Michigan

February 14, 2020 | *Foster Swift Municipal Law News*

Five Ways to Avoid Violating the Open Meetings Act

## **Events**

October 1, 2025 | The Conference Center at Saginaw Valley State University

Ask the Attorney with Anne Seurnynck

July 22, 2025

Back to Basics: Understanding Michigan's Library Privacy Act

June 24, 2025 and July 8, 2025

Back to Basics: FOIA & OMA Compliance Made Simple

June 8, 2020

Now That the Stay at Home Order is Lifted, What do Municipalities Need to Know?

April 28, 2020

Technology and Social Media Pitfalls for Townships

## **News**

February 16, 2020 | *Foster Swift Municipal Law News*

Foster Swift Participates at the 2020 MTA Conference

February 13, 2020

Foster Swift Elects Anne Seurnynck as President of the Firm

## **Blog Posts**

August 3, 2020 | Michigan Election Law Blog

Primary Election Day 2020: Your Guide to Navigating Masks, Selfies, and Other Election Day Rules

August 2, 2020 | Michigan Election Law Blog

Campaigning during COVID-19: Rules for Absentee Ballots





## 5. MUNICIPAL LAW EXPERIENCE

Foster Swift is among the most experienced Michigan law firms practicing municipal and public entity law. The attorneys in this practice group have an excellent reputation among public leaders, other counsel, and judges. We offer our municipal and public entity clients a broad array of legal services, including:

- Preparing legal opinions on matters requested by the Township. This function is often aided by our reference library of prior formal opinion letters. These opinions address questions of authority, statutory and ordinance construction, constitutionality of existing and proposed legislation, conflicts of interest, and many other issues.
- Drafting, reviewing, interpreting, and enforcing ordinances, including nuisance, noise, wind energy, solar energy, marijuana, public and private roads, signs, wetlands, adult businesses, liquor licenses, mobile homes, water, sewer, and flood plains.
- Conducting contract review and contract negotiations. The role can be as simple as reviewing documents or as elaborate as heading up a negotiating team.
- Attending Township meetings regularly or on an as-needed basis. This includes counsel to manage meetings to ensure compliance with the Michigan Open Meetings Act (“OMA”).
- Serving as Township Attorney and working with Boards, Planning Commissions and other officials to achieve their goals and to mitigate risk.
- Providing advice and supervision to Township Boards of Commissioners and other Township officials on a wide array of legal issues.
- Preparing and reviewing interlocal agreements and articles of incorporation for the formation of district libraries, fire authorities, sewer authorities, and other intergovernmental cooperative entities. We understand that each agreement is unique and must fit the needs of our client and its partner communities.
- Addressing the legal issues involved with providing necessary services, such as water, sewer, police, fire, library, and recreation services.
- Providing labor and employment counsel including collective bargaining and union grievances.
- Delivering counsel on all aspects of real estate transactions, including reviewing property abstracts, rendering title opinions, preparing deeds and easements, drafting sales agreements, reviewing all related documentation, and advising on tax implications.
- Representing Michigan municipalities before all state and federal courts and administrative agencies. (Please see Civil Litigation and Appeals Services included in this document.
- Counseling Michigan municipalities and public entities regarding the Freedom of Information Act (“FOIA”) procedural and compliance issues.
- Serving as a resource to the Township officials regarding Robert’s Rules of Order. Laura Genovich, a key member of the Foster Swift Municipal and Public Entities Practice Group, is a member of the National Association of Parliamentarians and has taken advanced coursework in Robert’s Rules of Order.
- A successful history in defending public clients’ positions on tax assessment, tax collection, and special assessment issues before the Michigan Tax Tribunal, the Michigan Court of Appeals, and Michigan Supreme Court.



- Strong litigation skills and an impressive track record of handling complex civil litigation, while advancing the goals of the municipality in a cost-effective manner. Providing legal counsel to the Township Board and officials on the entire spectrum of civil legal matters and related litigation.
- Developing efficiencies in handling civil and criminal ordinance enforcement to reduce costs for our clients and to seek reimbursement of costs for enforcement.
- Delivering educational programs to assist municipal and public entity employees understand their legal roles and duties. One of the biggest values we offer our clients to keep the organization running smoothly and to minimize risk is ongoing education and training. This takes on many forms. It may be one-on-one coaching, a webinar, training video, quarterly e-newsletters, or e-blasts.
- Serving as bond counsel on a wide array of municipal and public entity projects.
- Assisting clients with environmental law issues.
- Advising clients on election laws, including the Michigan Campaign Finance Act.
- Preparing millage and ballot proposals.
- Determining whether a public officer holds incompatible public offices or has a legal conflict of interest.
- Interpreting the Michigan Zoning Enabling Act, the Michigan Planning Enabling Act, and other laws and regulations applicable to municipalities.
- Assisting with the establishment and administration of historic districts, special assessment districts, Downtown Development Authorities, Brownfield Redevelopment Authorities, Corridor Improvement Authorities, and other municipal districts. We also counsel clients on funding such districts, including tax increment financing and special assessments.
- Advising on METRO Act and cable uniform franchise issues.
- Performing other duties as requested.

## **MUNICIPAL AND PUBLIC ENTITY AREAS OF PRACTICE**

Foster Swift offers the following detailed summary of its practices and expertise in the subject matters listed that may be needed or desired by the Township.

### **Civil Litigation and Appeals Services**

The best offense is a great a defense. Foster Swift works hard to set up its clients to avoid risk and the possibility of litigation, understanding it is not always possible. If litigation is initiated, Foster Swift's litigation attorneys are well known for assisting municipalities and public entities navigate legal disputes to achieve successful results at a reasonable cost and our track record speaks for itself. We know how much our clients hate the time, expense, and uncertainty of litigation so we work to stay within budget, deliver results for our clients, and keep costs within reason. To help manage cases, we utilize technology for pre-trial discovery, trial preparation, and trial. On top of the unique perspective that litigators provide, we can often help our clients control their risks through carefully drafted contracts and other means of risk management.

In addition to land use and zoning litigation, Foster Swift attorneys frequently defend municipalities in cases involving municipal liability, workers' compensation, and negligence. Our litigation practice involves the representation of municipal governments in litigation in many different areas including civil rights claims, constitutional claims, and governmental immunity. Where claims are covered by insurance, we work hand in hand with our client's appointed counsel to facilitate a successful outcome based on our extensive municipal experience.



## Major Cases

A sampling of some of the major municipal and public entity cases the firm has successfully handled.

- *Pegasus Wind LLC v. Tuscola County*, The Michigan Supreme Court has affirmed a ruling by the Tuscola County Circuit Court denying applications for wind turbines near the Tuscola Area Airport
- *In re Petition of Muskegon County Treasurer for Foreclosure (Muskegon County Treasurer v Beeman et al)*, Mich App (2023) (Docket No. 363764)
- *Cary Investments, LLC d/b/a Consano Provisioning v. City of Mount Pleasant*, Court of Appeals Nos. 3456707, 357862, 2022 (*Licensing Marijuana*)
- *Tuscola Wind III, LLC v. Ellington Twp.*, Case No. 17-cv-11025 (E.D. Mich. Mar. 13, 2018) (*Civil Rights – Wind Energy*)
- *Tuscola Wind III, LLC v Almer Charter Township et al.* 327 F. Supp. 3d 1028 (E.D. Mich. 2018) (*Civil Rights – Wind Energy*)
- *Clam Lake Township v Dept. of Licensing and Regulatory Affairs, State Boundary Comm’n*, 500 Mich 362 (2017)(*Annexation and Contract Zoning*)
- *Mayor of Cadillac v Blackburn*, 306 Mich App 512 (2014) (*Judicial review of Administrative Decisions and Separation of Powers*)
- *Lockwood v Township of Ellington*, 323 Mich App 392 (2018) (*Open Meetings Act and Ratification*)
- *Haring Township v City of Cadillac*. Supreme Court Case No. 142117; 490 Mich 987 (Appeal related to sanitary sewer service provided to an adjacent township.) Michael Homier and Laura Genovich successfully defended an appeal related to sanitary sewer service provided to an adjacent township. The case reached the Michigan Supreme Court, which ruled in the City’s favor.
- *Carroll Road Solar Farm LLC et al v Deerfield Township*, U.S. District Court for the Eastern District of Michigan, Case No. 20-11174. Laura Genovich and Michael Homier successfully defended a township in a federal court lawsuit challenging the township’s interim zoning ordinance. The case involved interpretations of the Michigan Election Law, Michigan Zoning Enabling Act, and Michigan Planning Enabling Act. After the plaintiffs’ motion for summary disposition was denied, the plaintiffs voluntarily dismissed their multi-count lawsuit.

## Contracting and Procurement

Foster Swift has extensive experience drafting and reviewing all types of contracts that a public body would need. For example, we assist with the contracts necessary for every aspect of a construction project. We handle the purchase agreements for the property as well as all the contracts required for the construction, such as the AIA construction manager and architect’s contracts. We assist with the procurement process by drafting and reviewing RFPs and municipal purchasing policies. In summary, we have assisted with many municipal projects from inception to certificate of occupancy.

## Cybersecurity

Cybersecurity and data protection are issues of increasing concern for local units of government. Regulatory noncompliance, financial and operational disruption, and legal and reputational damage are all real and growing risks for any organization that stores and manages key data on networks.

We help clients understand and comply with the myriad state and federal statutes and regulations that implicate IT and cybersecurity issues, including Health Insurance Portability and Accountability Act (“HIPAA”), the Gramm-



Leach-Bliley Act, the Telephone Consumer Protection Act (“TCPA”), CAN-SPAM, the Electronic Communications Privacy Act (“ECPA”), the Children’s Online Privacy Protection Act, the Fair Credit Reporting Act (“FCRA”), the Federal Trade Commission Act, Sarbanes-Oxley, and states’ breach notification laws, to name a few.

The members of our cybersecurity team have extensive experience counseling and advising clients in all aspects of cybersecurity and data protection. Because cybersecurity is a complex issue that requires an interdisciplinary approach, we team with outside information technology experts in connection with both prevention and breach response issues.

## **Election Law**

Foster Swift has a long history of helping clients on laws and rules pertaining to federal and state lobbying, political contributions, political action committees, and fundraising. The services of most interest to counties are reviewing ballot language for millage proposals and ensuring compliance with Michigan’s election and campaign finance laws. In addition, we assist municipal and public entity clients during periods of elected official transition.

## **Employment and Labor Law Services**

Foster Swift labor and employment law attorneys provide labor and employment counsel to our clients where they assist with:

- Representing employers in discrimination, wrongful discharge, and other employment disputes before state and federal courts and administrative agencies in arbitrations, mediations, and alternative dispute resolution processes
- Defending employers before state and federal regulatory agencies including the National Labor Relations Board (“NLRB”) on complaints including unfair labor practice complaints
- Collective bargaining
- Mediation, fact finding, and Act 312 arbitration
- Extensive experience handling workers’ compensation claims
- Unemployment compensation
- Workplace safety and health including MIOSHA and OSHA matters
- Employment policies, including employment applications, employee handbooks, and personnel manuals
- Interpreting state and federal laws that regulate employer-employee relationships
- Recruitment and hiring
- Grievance administration and arbitration
- Discipline and discharge
- Leaves of absence
- Interpreting state and federal laws that regulate employer-employee relationships, including Family Medical Leave Act (“FMLA”) and Fair Labor Standards Act (“FLSA”)
- Wage and hour claims, including overtime issues
- Whistleblower complaints
- Up-to-date legal developments in artificial information (“AI”), including the EEOC Artificial Intelligence and Algorithmic Fairness Initiative



Through the years, Foster Swift attorneys have developed a unique ability to advocate on behalf of our employer clients while maintaining a reasoned perspective on labor relations. Our attorneys have successfully negotiated collective bargaining agreements with bargaining units of numerous public sector labor organizations and have been directly involved with:

- The negotiation of dozens of collective bargaining agreements (“CBA”) with bargaining units representing police and fire units, supervisory employees, clerical/technical employees, and public works employees, as well as the bargaining of individual contracts with non-union employees. Foster Swift Labor attorney negotiated the following:
  - Muskegon County; Federation of Police Labor Program (“FOPLC”) – Sergeants. Negotiations continuing.
  - Detroit Zoological Society (“DZS”); International Union of Operating Engineers (“IUOE”) The parties reached agreement for a new CBA effective January 1, 2024 – December 31, 2028.
  - Recycle Ann Arbor; UAW The parties reached agreement for a new CBA effective May 1, 2024 -April 30, 2028
  - Muskegon County; Federation of Police Labor Program (“FOPLC”) – Tentative Agreement reached and ratified, retroactive to 10/01/2023.
  - Ferndale Area District Library (“FADL”); Newspaper Guild of Detroit – Initial contract; agreement ratified and approved effective 12/15/2023
  - City of St. Johns; Capitol City Labor Program (Supervisory and Non-Supervisory Units) – CBAs negotiated and ratified effective 07/01/2022.
  - City of DeWitt and Michigan AFSCME Council 25, Local 1059. The parties reached agreement for a unit of public service operators and crew leaders, effective July 1, 2016 through June 30, 2019.
  - Clinton County Road Commission and AFSCME Local 1071. The parties reached agreement for a unit of road, equipment maintenance, custodian and mechanic employees, effective August 20, 2015.
  - City of Cadillac and International Association of Fire Fighters, Local Union 704. Mike assisted in the negotiation of the CBA, effective July 1, 2015 through June 30, 2018.
  - City of Cadillac and Police Officers Association of Michigan. Mike assisted in the negotiation of the CBA, effective July 1, 2017 through June 30, 2020.
  - City of Cadillac and Command Officers Association of Michigan. Mike assisted in the negotiation of the CBA, effective July 1, 2017 through June 30, 2020.
  - Chelsea Area Fire Authority and Michigan Association of Fire Fighters, Local 1889. Mike assisted in the negotiation of the CBA, effective January 1, 2017 through December 31, 2019.
- The successful representation of public sector clients in Act 312 (police and fire arbitration) proceedings and in numerous grievance arbitrations involving issues of employee discipline and contract interpretation.
- The adoption and administration of police or firefighter civil service ordinances.
- The handling of Veterans Preference Act (“VPA”) hearings.
- The representation of public clients in matters before the Michigan Employment Relations Commission (“MERC”) involving both representation questions and unfair labor practice allegations.



## Employee Benefits

In addition to our labor and employment law practice, Foster Swift maintains an extensive pension and employee benefits practice that has helped our public entity clients address changes in the law and be well prepared to bargain over employee benefits and provide general advice regarding employee health and retirement plans. This expertise has allowed Foster Swift attorneys to assess the financial impact of changes in employee benefits, particularly retiree health care issues, and to suggest changes that can offer or preserve coverage while managing costs and avoiding unfunded liabilities.

## Environmental Law

As one of the first law firms in the state to develop an environmental practice, Foster Swift has advised clients and litigated a wide range of federal and state environmental matters. Foster Swift attorneys have advised municipalities and other local units of government on PFAS and PFOS, solid waste planning under Part 115 of the Natural Resources and Environmental Protection Act (“NREPA”), and landfill contamination issues. Additionally, our attorneys helped in obtaining reimbursement of environmental response costs.

Serving another need, Foster Swift attorneys have represented clients in matters involving permitting and licensing under the:

- Hazardous Waste Management Act – Part 111 of NREPA.
- Solid Waste Disposal Act – Part 115 of NREPA.
- Michigan Water Resources Act – Part 31 of NREPA.
- Michigan Air Pollution Control Act – Part 55 of NREPA.
- Michigan Wetland Protection Act – Part 303 of NREPA.
- Michigan Inland Lakes and Streams Act – Part 301 of NREPA.
- Michigan Oil and Gas Act – Part 615 of NREPA.

Foster Swift attorneys have worked with many counties, cities and townships to address land use issues that may impact natural resources. For example, we have worked with municipalities to develop and enforce regulations for mineral extraction, on-site sewer systems, open space preservation, wetland preservation, and wind and solar energy.

## Matters Before the Michigan Tax Tribunal

The attorneys of Foster Swift are highly experienced in matters before the Michigan Tax Tribunal (“MTT”) involving property tax assessments and assessment appeals. Our expertise in this area is unparalleled and involves many significant residential, commercial, and industrial appeals. For example, in the City of Lansing, we successfully defended a \$50 million dollar tax appeal in the MTT where the petitioner challenged its property tax assessments. We represented the City of Escanaba in the critical Menard “dark store” property tax litigation, which reached the Michigan Supreme Court, and we have filed amicus briefs on behalf of the Michigan Townships Association and other municipal and public entity organizations in major cases involving the property tax exemption for charitable institutions.

In addition to our work on tax and special assessment appeals, we provide advice on tax assessments, tax collections, and the establishment of special tax and assessment districts. We also provide advice on industrial facilities tax and other requested abatements or claimed exemptions.





## Freedom of Information Act

Foster Swift provides advice and counsel to public bodies regarding all aspects of Michigan's Freedom of Information Act, 1976 PA 442 ("FOIA"). While public officials are often familiar with and receive training on the basics of FOIA, many FOIA requests involve more complex, nuanced, and sensitive issues that require careful consideration and action. We help our clients respond to requests for public records in an appropriate, timely, and legally compliant manner, while maintaining the confidential nature of information, as appropriate.

Our comprehensive FOIA services include:

- Responding to requests for records.
- Assisting with FOIA appeals.
- Drafting and reviewing of FOIA policies and procedures.
- Assisting in the resolution of FOIA disputes.
- Representing public entities in litigation involving FOIA disputes and alleged violations.
- Training officials on FOIA requirements, including what constitutes a "public record."

Foster Swift attorneys, through their extensive experience representing governments and public bodies, have the expertise to help clients uphold their obligations under the FOIA and navigate through the issues that can arise.

## Open Meetings Act

The Open Meetings Act ("OMA") is meant to enhance transparency, but it can create confusion for public bodies. We often find that violations of the OMA are not intentional but may occur due to lack of knowledge about the law's requirements. Foster Swift helps public bodies and officials comply with the requirements of the OMA. Our comprehensive OMA services include:

- Drafting and reviewing OMA policies and procedures.
- Assisting in the resolution of OMA disputes.
- Representing public bodies in litigation involving OMA disputes and alleged violations.
- Training officials on OMA requirements.
- Counseling clients with OMA questions.

While the purpose of the OMA is clear, its application may not be straightforward. However, Foster Swift attorneys not only help public bodies and officials understand the law's requirements but also put compliant processes and procedures in place. Further, we assist our clients in anticipating and resolving OMA issues before they become OMA disputes, helping to reduce strife between government and citizens, conserve resources, and mitigate risks from noncompliance. Foster Swift attorneys often speak at conferences regarding FOIA or OMA issues by the Michigan Municipal Clerks Association, the Michigan Association of Municipal Attorneys, the Michigan Townships Association, the Michigan Library Association, and the Michigan Municipal League.

## Public Finance and Bond Counsel

Foster Swift municipal and public entity attorneys have successfully represented cities, townships, counties, libraries, and other public entities in many bond transactions. Currently, Foster Swift has six attorneys named in the "The Bond Buyer's Municipal Marketplace" listing of bond attorneys (more commonly known as the "Red Book"). We have assisted bond issuers in significant tax-exempt and taxable bond and note financings and refunding. Foster Swift has represented issuers in private placements, negotiated sales, competitive sales, and



other methods of bond financing. Our broad expertise in this complex area of law allows Foster Swift attorneys to assist in planning for and financing a wide array of projects, including:

- Public buildings and infrastructure, including fire stations, township halls and parking structures.
- Sewer and water systems.
- Roads and highways.
- Tax-exempt computer and equipment leases.
- Libraries.
- Sports facilities.
- Hospitals, health care, and congregate care facilities.

Foster Swift attorneys also advise municipal and public entity clients on potential solutions for troubled outstanding bond and debt obligations.

## Public Services

Foster Swift has significant experience working with clients to provide necessary and cost-effective public services. Whether these services are provided through intergovernmental agreements, or by participating in an authority, Foster Swift has assisted communities to meet their service goals and effectively work with police, fire, and public works departments.

Foster Swift municipal and public entity attorneys have helped many local units of government design and form “authorities” to administer services. Depending upon the circumstances and goals, the results have included improved service to residents, clearly defined management roles and responsibilities, sustainable funding, enhanced financial control, and risk management benefits. Further, Foster Swift has experience working through common problems that often arise in the provision of these necessary public services. Foster Swift worked with a city to dissolve a fire board and set up alternative fire service.

In addition to these areas, Foster Swift has extensive experience in municipal sewer and wastewater management projects. Our attorneys have helped local governments navigate complex regulatory requirements, negotiate multi-jurisdictional agreements, and secure sustainable funding for infrastructure improvements. For example, Foster Swift successfully negotiated a multi-jurisdictional sewer operating agreement as a precursor to a \$22 million sewer expansion project, which included key public financing components to ensure long-term viability. This work often involves addressing environmental compliance, capacity planning, and cost-sharing arrangements among participating entities.

## Real Estate

Foster Swift attorneys have experience in successfully handling sophisticated transactions involving real property and construction, including land swaps and land acquisition for infrastructure planning and construction. Our transactional services include drafting and negotiating simple to complex purchase agreements, construction contracts, financing, and lending documents. We also resolve title, zoning, utilities, environmental, and real estate tax issues.

## Taxation Issues

In addition to our property tax experience, our attorneys advise cities on property owners’ requests for tax abatements, including requests for industrial facilities tax exemptions (“IFTs”), obsolete property rehabilitation exemptions, commercial rehabilitation exemptions, Payments in Lieu of Taxes (“PILOTs”), Low Income Housing Tax





Credits through the Michigan State Housing Development Authority, Neighborhood Enterprise Zones and Renaissance Zones, and other tax exemptions.

Our attorneys are experienced in helping clients collect delinquent property taxes. Among other things, we have assisted municipal clients with personal property seizures; jeopardy assessments; property tax foreclosures and forfeitures; deeds in lieu of foreclosure; civil actions for debt collection; garnishments and writs of execution to enforce civil judgments; disposition of tax foreclosed property; and representing local units in delinquent taxpayers' bankruptcy proceedings.

### **Tax Increment Financing**

Our experience in representing tax exempt or tax increment financing entities is broad. We have represented downtown development authorities, tax increment finance authorities, local development finance authorities, corridor improvement authorities, and brownfield redevelopment authorities across the state, including those in the City of Cadillac, City of Mount Pleasant, City of Grand Rapids, City of Pottsville, City of Benton Harbor, City of Lansing, Delhi Charter Township, and Texas Charter Township. We are experienced in establishing authorities, preparing and reviewing development and TIF plans, advising on tax capture issues, and addressing other issues arising under the Recodified Tax Increment Financing Act.

## **6. SERVICES**

Foster Swift is a full-service law firm with the resources to ensure services to the Township are delivered promptly and efficiently. Each attorney is backed by another attorney and a dedicated team of staff members, ensuring continuity, familiarity with client matters, and availability when needed.

## **7. HOURLY RATE AND COST**

Foster Swift will work hard to meet the Township's budgetary needs. Our goal is to understand the scope of work and financial parameters of your projects. Over the years, we have found that hourly rates and recording is more cost efficient for our municipal and public entity clients.

The rates of the attorneys listed on this proposal range from \$265 to \$530 per hour, however, for the purpose of this project, rates will be capped at \$310 per hour, meaning that regardless of the attorney working on the project, the Township will never pay more than that amount, but if the rate is less than that for the attorney working on the project the Township will pay that lesser hourly rate.

### **Time**

Foster Swift tracks and charges time based upon tenths of an hour (six minutes).

### **Other Expenses**

Out-of-pocket expenses are itemized separately. Foster Swift does not charge clients separate fees for secretarial or word processing costs, overtime, or other basic overhead costs. Supplies and other materials will be billed monthly in an itemized manner at actual cost. Court filing fees, expert witness fees and similar out-of-pocket expenses will be charged at the rates set by the entity providing the service, subject to prior approval.

### **Legal Research**

Foster Swift subscribes to several online legal research services, including Westlaw. We do not charge clients for any research service/subscription fees covered under our existing contracts.



## Travel

Travel time is charged at the hourly rate for the type of work being performed. However, in most instances, Foster Swift attorneys can attend meetings via video conferencing if desired by the Township, in which case the Township will not incur any travel charges. In other words, the Township will have access to the best legal services offered for municipalities, without incurring substantial expenses for travel. This is precisely how we have served clients in the northern lower peninsula and the upper peninsula for many years.

## Billing Statements

Billing statements are sent monthly and will include detailed information regarding time expended by classification and by task, as well as information regarding such items as mileage, materials, and other non-overhead cost. Payment is due upon receipt.

Our billing format is organized to allow easy tracking of fees and costs on individual matters and may be customized to provide whatever information the Township needs. Also, a factor in billing is the protection of sensitive attorney-client information. We can tailor the level of protection for each client.

## 8. ADDITIONAL INFORMATION

We have consistently demonstrated the following qualities during our long-term representation of our municipal and public entity clients, and these qualities positively distinguish us from others that may be under consideration for the role of Township Attorney, and assure that the Township will receive the services it desires and needs timely and efficiently:

- **Experienced.** Foster Swift attorneys serve many municipal and public entity clients. This expands their knowledge and experience base. For clients, this results in a prompt answer in less time than can be provided by less experienced attorneys.
- **Efficient.** Matters are staffed by attorneys with the right skill sets to do the job. Strategies are developed in advance, roles are defined, and lines of communication remain open to ensure that the right people are in place to get the right result.
- **Responsive.** Regarding calls or e-mails from clients, usually client calls are returned within two business hours (and often less). Every Foster Swift attorney is backed by another attorney, so crises can be immediately addressed even if one of the attorneys may be unavailable. Urgent matters require urgent responses. Foster Swift is available to clients 24/7/365.
- **Value-oriented.** The value of legal services is not something that can be determined at the outset of a relationship. It can only be evaluated in hindsight. Value is driven by efficiency and by experience. It matters little if a firm has low fees if it cannot deliver quality work efficiently. Foster Swift provides its clients demonstrable value by producing excellent work quickly and at reasonable costs.
- **Effective.** The Firm's municipal and public entity attorneys play an integral role in proactively assisting public entities in developing and implementing modern legal, management and risk mitigation practices. After all, the mark of effective counsel is not only how it responds in times of legal crisis or turmoil, but – equally important – how it helps clients avoid problems in the first place.
- **Communicative and Training-Minded.** Foster Swift's attorneys work diligently to keep clients informed of new case law and legislation (including pending legislation) which may affect them. We do this through monthly newsletters, webinars and on-site training. This has helped our clients run more efficiently and effectively and helped public bodies avoid litigation, ultimately reducing legal expenses. To review our



municipal and public entity law newsletters, visit: <https://www.fosterswift.com/services-administrative-and-municipal-practice-group.html>.

- **Tech-efficient.** Foster Swift utilizes technology to enhance its ability to provide prompt, secure communication with clients. E-mail, video-conferencing tools, and cloud-based technology allow for real-time interaction with clients, sharing and collaboration on documents, and production of work product.

## CONCLUSION

Choosing legal counsel is an important decision for every public body. All the attorneys and staff at Foster Swift are committed to providing exceptional counsel and service to every client. As a result, it is common for our attorney-client relationships to span decades. The foundation of these relationships is open communication and established processes.

Legal representation is best approached as a partnership. Through the firm's long track record of working closely with many townships, cities, counties, libraries and other intragovernmental units, we have developed a culture of open channels of communication that enable successful outcomes to legal issues. Foster Swift is excited about the proposed opportunity to assist the [Proposed Client Name]. We welcome a discussion to address any questions or requests for additional information.

Sincerely,

**FOSTER SWIFT COLLINS & SMITH, PC**

Michael D. Homier

::202120178-1



ROBERT W. KIRK \*  
ROBERT S. HUTH, JR.  
CRAIG W. LANGE  
RAEHEL M. BADALAMENTI  
ROSEMARY V. DAVIS  
PATRICK S. MCKAY  
ELIZABETH P. MORRIS  
CHAD L. RIDDLE  
JOSEPH B. URBAN  
MITCHELL W. PAQUETTE  
RYAN M. LANXTON

Of Counsel:  
JOHN R. AXE

\* Also Member of Florida Bar

19500 HALL ROAD  
SUITE 100  
CLINTON TOWNSHIP, MICHIGAN 48038  
(586) 412-4900

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

FLORIDA OFFICE

4933 Tamiami Trail N.  
Suite 203  
Naples, Florida 34103

WRITER'S E-MAIL: [rhuth@KirkHuthLaw.com](mailto:rhuth@KirkHuthLaw.com)  
FACSIMILE: (586) 412-4949

November 1, 2025

Via email ([supervisor@tuscaroratwp.org](mailto:supervisor@tuscaroratwp.org))

Trudy Maves, Supervisor  
Tuscarora Township  
3546 S. Straits Highway  
P.O. Box 220  
Indian River, MI 49749

Via email ([clerk@tuscaroratwp.org](mailto:clerk@tuscaroratwp.org))

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

Via email ([treasurer@tuscaroratwp.org](mailto:treasurer@tuscaroratwp.org))

Lori Smith, Treasurer  
Tuscarora Township  
3546 S. Straits Highway  
P.O. Box 220  
Indian River, MI 49749

Via email ([trustee@tuscarortwp.or](mailto:trustee@tuscarortwp.or))

Sue Fisher, Trustee  
Tuscarora Township  
3546 S. Straits Highway  
P.O. Box 220  
Indian River, MI 49749

Via email ([trustee@tuscaroratwp.org](mailto:trustee@tuscaroratwp.org))

John Hutchinson, Trustee  
Tuscarora Township  
3546 S. Straits Highway  
P.O. Box 220  
Indian River, MI 49749

Dear Board Members:

It is with great pleasure I am submitting a response to the Request for Bids for Legal Services. Although our firm serves more than 30 public entities none are a bigger priority to me than continuing to represent the Board of Trustees in Tuscarora Township. Our community is terrific.

I have enjoyed working with the Members of this Board. If you compare my legal bills to the previous attorney you will find that I have strived to keep costs down while promptly responding to legal issues. Our community is my family, so it has been a pleasure working with you the past year.

If given the opportunity to continue to represent the Board I will still strive to provide the best timely legal representation and advice possible. I have been recognized as a leading municipal lawyer in the State of Michigan (Super Lawyers) and appointed by Governor Snyder to the

Tuscarora Township Board of Trustees

November 1, 2025

Page 2

Michigan Municipal Turnaround Association. I spend a lot of time in the Township so I will continue to make myself available for meetings in person or by phone. All of you should know that you can text, email or call me 7 days a week.

Should you have any comments or questions, please do not hesitate to contact me.

Very truly yours,

**KIRK, HUTH, LANGE  
& BADALAMENTI, PLC**

A handwritten signature in black ink, appearing to be "R. Huth", written over a horizontal line.

Robert S. Huth, Jr.

RSH/bml



# LEGAL SERVICES PROPOSAL

TO

TUSCARORA TOWNSHIP

TRUDY MAVES, SUPERVISOR  
LAURA DECKER, CLERK  
LORI SMITH, TREASURER  
SUE FISHER, TRUSTEE  
JOHN HUTCHINSON, TRUSTEE

SUBMITTED ON BEHALF OF



19500 HALL ROAD, SUITE 100  
CLINTON TOWNSHIP, MI 48038

HOME OFFICE ADDRESS:  
8926 M68, INDIAN RIVER, MI 49749

O 586-412-4900

C 586-212-1188

[rhuth@kirkhuthlaw.com](mailto:rhuth@kirkhuthlaw.com)

NOVEMBER 2025

## INDEX

1. **Name of Firm** (See Cover Page)
2. **Address of Principal Place of Business and any Additional Attorneys that Might Service Township Needs if Applicable** (See Cover Page)
3. **Areas of Practice** (Section 1).....4
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** (Section 1 and Section 6)..... 4, 10
5. **Experience Related to Representation of Public Entities** (Section 1 and Section 2) ..... 4, 6
6. **The Firm's Ability to Provide the Services in a Timely Fashion (Including Staffing, Familiarity and Location of Key Staffing)** (Cover Letter and Section 1 and Section 2) .....4, 6
7. **Cost Details, Including the Hourly Rates of Each of the Individuals Who Will Perform the Services** (Section 4).....9
8. **Any Other Information Which the Interested Individuals Who Will Perform the Services** (See Cover Letter)

## **RFP RESPONSE**

<b>1.</b>	<b>Areas of Practice .....</b>	<b>4</b>
<b>2.</b>	<b>Qualifications.....</b>	<b>6</b>
<b>3.</b>	<b>Client References .....</b>	<b>8</b>
<b>4.</b>	<b>Fee Structure .....</b>	<b>9</b>
<b>5.</b>	<b>Contract (Attached as Exhibit A) .....</b>	<b>9</b>
<b>6.</b>	<b>Resumes (Attached as Exhibit B) .....</b>	<b>10</b>



## **1. Firm Background & Experience**

**Kirk Huth is an AV-rated, multi-practice Michigan law firm providing full-service legal consultation and representation in many areas of civil practice. Those areas include civil litigation, municipal law and litigation, labor and employment, real estate, land use, business law and probate and estate issues.**

**In 1992, Robert W. Kirk and Rob Huth formed Kirk & Huth, P.C. The firm's founding philosophy has since been based upon the belief that professional and aggressive legal services can be provided by a mid-size law firm with solid experience.**

**In June 2011, Kirk & Huth, P.C. and Craig W. Lange & Associates, P.C. formed the professional limited liability corporation now known as Kirk, Huth, Lange & Badalamenti, P.L.C. With the formation of the new firm, Mr. Lange brought to Kirk & Huth, P.C. a substantial labor and employment law practice dedicated to providing quality service to municipal clients. As he has since 1977, Mr. Lange's practice continues to focus on providing legal services to public and private sector employers on issues of labor and employment law.**

**The largest concentration of the firm's labor clients is in the public sector. The firm acts as counsel for clients in all types of proceedings, whether it be arbitration, administrative hearings or in the courtroom. The firm's labor attorneys frequently act as chief spokespersons at the collective bargaining table. The firm provides a preventative and proactive approach to counseling clients in the areas of collective bargaining strategy, labor contract administration, equal employment opportunity, sexual harassment, disability, health care and family or medical leave issues.**

**The firm is organized with partners that are in charge of the seven (7) principal practice groups:**

**Municipal – Rob Huth – 33 years with firm**

**Labor and Employment – Craig Lange and Joe Urban – 14 years with firm (CL)**

**Litigation – Raechel Badalamenti – 21 years with firm**

**Real Estate Transactions – Robert Kirk – 33 years with firm**

**Probate – Michael Taylor – 12 years with firm**

**Land Use & Planning – Robert Kirk –**

**Municipal Prosecution and Drafting of Ordinances – Rosemary Davis – 19 years with firm**

**There are twelve (12) full-time attorneys and seven (7) paralegals that assist work production at the firm.**

**The firm's longevity with its municipal clients is based on a philosophy of providing unbiased legal advice even when board or council members are not on the same page. For example, it has represented the City of Warren and Shelby Township continuously since the 1990's. Leadership from City Commission, Mayor and Supervisors has changed over the years. Still, the firm has moved forward with the new group in the "majority" because all recognize that the firm will not engage in taking sides with one faction versus another. Therefore, for example, if a Township Board Member seeks a written opinion on a matter adverse to another Board Member the firm's policy requires a full board motion before it prepares legal opinion.**

### **Municipal Law & Litigation, Generally**

**Our municipal law team represents several Michigan municipalities and other public entities. Our representation includes county agencies, cities, townships, and other public authorities. We have extensive legal experience to guide and advise municipalities with the issues they face, including zoning and planning, litigation, labor, environmental, construction, drafting of ordinances, resolutions and policies, ordinance enforcement, licensing issues, agreements, police and fire, prosecution, public works issues, eminent domain and all other general municipal matters.**

**We have served municipalities and governmental agencies in varying capacities, including as general counsel or special counsel. Our team works to assess a municipal issue and develop a cost effective strategy to address and resolve that issue.**

**Our lawyers have over 200 years of experience of advising municipalities. Our lawyers stay up-to-date on relevant cases and statute amendments. We understand the challenges municipalities face. Our experience allows us to stand by our commitment to serving our clients for reasonable cost.**

**We handle municipal matters at administrative levels as well as in litigation. Some examples of Municipal items our firm handles include:**

- Drafting charter, statutory and ordinance language**
- Ordinance enforcement**
- Licensing issues**
- Public Works matters related to municipal sewer and water systems**
- Negotiating agreements with utility providers**
- Land use, zoning and land division, including drafting zoning and land use regulations**
- Property Acquisitions including eminent domain and condemnation actions**
- Litigating at the trial and appellate levels**
- Election law issues**



- Tax Tribunal proceedings
- Municipal litigation and appeals
- Contracts, licensing issues and operating policies
- Freedom of Information Act and Open Meetings Act issues
- Cannabis issue responses

In addition to our representation of municipalities, we have appeared before multiple legislative and administrative bodies, on behalf of private citizens and entities, to obtain zoning changes, site plan approvals, special use permits and variances. This provides us a unique perspective when advising our municipal clients on these same issues.

## 2. Qualifications

The firm recognizes that from time to time “hot issues” will appear for the community. It has a reputation of diligently deescalating attentions pertaining to those. Often that is helping counsel and staff members understand each other’s positions while maintaining a professional appearance in public meetings. Moreover, some matters require public townhall meetings. From time to time the firm has suggested that meetings be moved from municipal offices to some other location to give everyone an opportunity to speak and be heard. Additionally, the firm has drafted rules of decorum and helped those at the public meeting continue to serve while maintaining an orderly businesslike meeting.

### **Labor and Employment**

The largest concentration of the firm’s labor clients is in the public sector. The firm acts as counsel for clients in all types of proceedings, whether it be arbitration, administrative hearings or in the courtroom. The firm’s labor attorneys frequently act as chief spokespersons at the collective bargaining table. The firm provides a preventative and proactive approach to counseling clients in the areas of collective bargaining strategy, labor contract administration, equal employment opportunity, sexual harassment, disability, health care and family or medical leave issues.

Joe Urban, Craig Lange, and Kirk, Huth, Lange & Badalamenti, P.L.C. are committed to the principle that the role of an attorney is to serve. They frequently collaborate with public bodies whose representatives have diverse viewpoints. They incorporate this attitude into their professional lives and their daily interactions with clients. They believe this attitude is reflected in the quality of the firm’s work, the reasonableness of their pricing, and the satisfaction of their clients.

### **Planning and Land Use**

Our Firm’s members that will be assigned to working in the planning and land use areas have a combined total of over 80 years of experience. We have represented Shelby Township for over 25 years and Harrison Township for over 15 years. We

regularly attend Planning Commission meetings and Zoning Board of Appeal meetings as needed. In addition we have represented developers for over 30 years. We have a unique perspective on land use and development. We also have experience in the land-use litigation area. During our 20+ years of representing municipalities we have been involved in developing Master Plans and revising Zoning ordinances.

Robert Kirk is very active in the real estate industry. He belongs to various real estate associations and regularly attends conferences and seminars. In addition, he is a member and participates in the International Council of Shopping Centers which is one of the major real estate associations in the world.

We have assisted municipal clients in all aspects of land use and development, from planning to litigation brought by property owners and developers, as well as bringing eminent domain actions on behalf of our clients. We work closely with our clients' planning teams in all aspects of planning, and assist our municipal clients with multiple matters regarding a variety of land use matters, including drafting and reviewing documents such as subdivision and condominium plans, conditional rezoning agreements, parcel splits and combinations, easements and other related matters.

### **Zoning**

As counsel for municipalities, we assist our clients with rezoning requests, conditional rezoning proposals, variances requests and all related matters including notices of violation of zoning ordinances. We understand the ways in which zoning shapes the future of communities, and we routinely assist in drafting, implementation and enforcement of local ordinances. We also defend our clients when lawsuits or appeals are filed when our clients deny zoning, variance or land uses of property owners and developers. Kirk Huth attorneys have drafted zoning and regulatory ordinances as State Laws evolve and new industries develop that may affect the health, safety and welfare of our clients' tax base and residents. Recently, pursuant to the Michigan Medical Marihuana Act, the Michigan Medical Marihuana Facilities Licensing Act, and the Michigan Regulation and Taxation of Marijuana Act, we drafted ordinance provisions tailored to our clients' needs.

### **Growth Management**

Our team has been actively involved with the drafting of zoning ordinances, as well as development of several of our clients' Master Plans. As appropriate Master Planning and zoning is crucial to a community's growth, we work closely with our clients' teams, including Planning Directors and expert Planning Consultants. We assist those team members in implementing innovative zoning districts, boundaries, infrastructure and community planning. We also actively partner with our clients' Development Authorities, Boards, and other departments to draft pro-business and pro-safety policies.



## **Building Codes / State Construction Codes and Fire Code**

**Our attorneys work closely with the Building Official, Fire Marshall, Public Works Official and Code Enforcement Officers within each municipality that we represent. These municipal departments face a wide range of issues in implementing and enforcing applicable codes for the safety of the community, and our experience with these statutes and codes, as well as local ordinances, enables us to effectively work as a team with our municipal professionals and departments, and to provide guidance they require.**

## **Open Meetings, FOIA**

**Here, Rob Huth was appointed as a founding member of the Municipal Task Force that was seeking municipal solutions during the Great Recession. His appointment has permitted Rob Huth to appear and manage municipal meetings for townships throughout the State of Michigan. Especially important is Mr. Huth's experience during difficult times for municipalities. In fact, for Tuscarora Township, Rob Huth moderated the annual municipal meeting that was held at the High School and attended by several hundred people that were stirred up with false information ahead of time. The meeting was run efficiently with order and without arrest.**

### **3. Client References**

Note: These references may be contacted and used in conjunction with the evaluation of submitted proposals.

#### **Township Supervisor Richard Stathakis (1997- Present)**

**Charter Township of Shelby**

**52700 Van Dyke Avenue**

**Shelby Township, MI 48316**

**586-731-5154**

**- General Counsel and Retainer Agreement with hourly component**

#### **Township Supervisor Kenneth Verkest (2006 – Present)**

**Harrison Township**

**38151 L'Anse Creuse**

**Harrison Township, MI 48045**

**586-466-1446**

**- General Counsel and Retainer Agreement with hourly component**

#### **Honorable Sebastian Lucido**

**41B District Court**

**22380 Starks Drive**

**Clinton Township, MI 48036**

**586-469-9300**

### **4. Fee Structure**

**The Firm proposes to bill at an hourly rate of \$200.00 for all attorneys. Time will be billed in ¼ hour increments.**

5. Contract

A proposed contract for services is submitted along with this proposal that will govern the relationship between the firm and the Township. This contract will be viewed as an example of the work to be performed. It provides services as follows:

- (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/or draft contracts, bid specifications and legal notices;
- (c) Attend meetings of the Township Council upon request;
- (c) Conduct programs on specified legal issues for appropriate elected official and/or Township employees upon request;
- (d) The rendering of oral legal opinions consistent with the basis legal services to be provided by the Firm as set forth above upon the request of the Supervisor, Clerk or Treasurer, or the Township Board;
- (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) Contract administration, including advising the Township in the following areas: discipline and discharge, management rights, subcontracting, and past practices;
- (h) 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; and

- (i) Any other matters as directed by the Township.

**Attached as Exhibit A**

- 6. Resumes

**Attached as Exhibit B**

# *Exhibit A*



## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT made and entered into this 16<sup>th</sup> day of December 2025, 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/or draft contracts, bid specifications and legal notices;
- (c) Attend meetings of the Township Council upon request;
- (c) Conduct programs on specified legal issues for appropriate elected official and/or Township employees upon request;
- (d) The rendering of oral legal opinions consistent with the basis legal services to be provided by the Firm as set forth above upon the request of the Supervisor, Clerk or Treasurer, or the Township Board;
- (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) Contract administration, including advising the Township in the following areas: discipline and discharge, management rights, subcontracting, and past practices;
- (h) 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; and



- (i) Any other matters as directed by the Township.

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 31, 2028.

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

# *Exhibit B*

**ROBERT S. HUTH, JR.**

Specializing in Municipal, Business, Insurance and General Civil Litigation & Appeals

PROFESSIONAL:

**Kirk, Huth, Lange & Badalamenti, PLC** 1992 - Present  
**19500 Hall Road, Suite 100**  
**Clinton Township, MI 48038**

**Dykema Gossett** 1988-1992  
**400 Renaissance Center**  
**Detroit, MI 48243**

EDUCATION:

**Michigan State University College of Law**  
Juris Doctorate, 1989 (Cum Laude)  
Member of Law Review

**Murray State University, Murray, Kentucky**  
Bachelor of Science, 1985  
Chosen Out of State Student Leader by Faculty

MEMBERSHIPS:

- Municipal Attorney Section of State of Michigan
- Michigan Attorney recognition by Super Lawyers
- Michigan Government Turnaround Association
- 

MUNICIPAL EXPERIENCE:

- Shelby Township Attorney, 1997 – Present
- Harrison Township Attorney, 2006 to Present
- City of Warren Litigation Counsel, 1997 – Present
- Indian River Township Attorney, 2006 – 2023
- See RFP Response for complete list of municipal experience

VOLUNTEER

- Knights of Columbus, 1997 – Present
- Detroit Loyola High School, 2010 – Present
- Various volunteer activities Detroit Loyola High School, with special attention paid to supporting Detroit Loyola football team and fundraising for school

INTERESTS

- Outdoor activities in Michigan with my wife, Suzanne and three children
- Skiing
- Golf
- Thoroughbred Horse Racing





## **ROBERT W. KIRK**

Specializing in Municipal, Real Estate and Business Law

Clinton Township Office  
19500 Hall Road, Ste. 100  
Clinton Township, MI 48038  
(586) 412-4900  
[rkirk@kirkhuthlaw.com](mailto:rkirk@kirkhuthlaw.com)

### **PROFESSIONAL EXPERIENCE**

**Kirk, Huth, Lange & Badalamenti, PLC**, Founding Member/Senior Partner - 1992 to Present

Attended Western Michigan University and received a Bachelor of Business Administration. Received a Juris Doctorate from Detroit College of Law/Michigan State University College of Law.

Prior to entering private practice, his experience included the following: National Bank of Detroit-Bank Management, Michigan State Senate-Legislative Aide and Comerica Bank, Commercial Lending Legal Counsel. He has served as Secretary of the St. Clair Shores Tax Increment Finance Committee and as a member of the Shelby Township Zoning Board of Appeals. He was appointed by the Michigan Attorney General to serve as Special Assistant Attorney General and as a Public Administrator for 30 years. Since 1996, he has assisted as Township Attorney for Shelby Township, and Harrison Township, with an emphasis in land use law. In 1995, he was elected to the Board of Directors of the First State Bank (100+ year old bank with \$1,000,000,000 assets) and continues to serve in that capacity.

Has acted as assistant Township attorney for both Shelby and Harrison townships for over 20 years. This part of the practice includes all areas of municipal law. Specialization in the Planning, Land Development and Real Estate. As a municipal and private attorney has assisted both municipal and private owners in the development of hundreds of thousands of square feet of commercial development along with over 1 million residential lots and units. In this regard has attended and participated in over 1,000 of Planning Commission, Zoning Board of Appeals and Township Board meetings for these projects. Based upon this experience was named in 2020 as one of Michigan's Leading Lawyers for Municipal, Land Use, Zoning and Condemnation law.

Represented the Macomb County Public Works office for over 20 years on various projects and legal issues.

## **EDUCATION**

### **Detroit College of Law/Michigan State University College of Law**

Juris Doctorate

### **Western Michigan University**

Bachelor of Business Administration, Major – Management; Minor – Finance/General Business

## **AFFILIATIONS**

State Bar of Michigan – 1983 – Present

State Bar of Florida – 1984 – Present

Michigan Township Association

## **BOARDS AND APPOINTMENTS**

Prior:

- St. Clair Shores Tax Increment Finance Committee
- Shelby Township Zoning Board of Appeals
- Special Assistant Attorney General

Current:

- First State Bank – Board of Directors (1995-current) (Assets - \$1,000,000+) (Board and Audit Committee)
- Michigan State College of Law – Alumni Board of Directors
- Assistant Township Attorney
  - Shelby Township
  - Harrison Township

## **HONORS**

- Martindale Hubbell AV Rating – Preeminent Rating (Highest Legal & Ethical Standard/Judiciary and Peer)
- Michigan Leading Lawyers – (Land Use, Zoning & Condemnation) (Governmental, Municipal, Lobbying & Administrative Law)
- Michigan Super Lawyers – Land Use/Zoning



---

## **RAEHEL M. BADALAMENTI**

Specializing in Municipal, Business, Insurance and General Civil Litigation & Appeals

Clinton Township Office  
19500 Hall Road  
Suite 100  
Clinton Township, MI 48038

Office: (586) 412-4900  
Mobile: (586) 321-0819  
[rbadalamenti@KirkHuthLaw.com](mailto:rbadalamenti@KirkHuthLaw.com)  
[www.KirkHuthLaw.com](http://www.KirkHuthLaw.com)

### PROFESSIONAL:

**Kirk, Huth, Lange & Badalamenti, PLC**  
**f/k/a Kirk & Huth, PC**  
**19500 Hall Road**  
**Suite 100**  
**Clinton Township, MI 48038**

Partner: 2011-Present  
Attorney: 2004-Present  
Law Clerk: 2003-2004

### EDUCATION:

**Wayne State University Law School**  
**Detroit, MI**

2001-2004  
Juris Doctor *Cum Laude* - May 2004

**Oakland University**  
**Auburn Hills, MI**

1999-2001  
B.A. *with Honors* - April 2001

### LICENSURE:

**State Bar of Michigan**  
**United States Sixth Circuit Court of Appeals**  
**United States District Court for the Eastern District of Michigan**  
**United States District Court for the Western District of Michigan**

### MEMBERSHIPS:

**Macomb County Bar Association, Member and Trustee**  
**American Bar Association**  
**American Bar Foundation, Fellow**  
**Michigan Defense Trial Counsel**

### AWARDS:

**Crain's Top 40 Women Attorneys in Michigan**  
**Hour Detroit - Top 100 Attorneys in Michigan**  
**Super Lawyers Honoree**  
**Lawyer's Weekly - Michigan's "Go To" Lawyers 2021**



## **ROSEMARY V. DAVIS**

Clinton Township Office  
19500 Hall Road, Ste. 100  
Clinton Township, MI 48038  
(586) 412-4900  
[rdavis@kirkhuthlaw.com](mailto:rdavis@kirkhuthlaw.com)

### **PROFESSIONAL EXPERIENCE**

**Kirk, Huth, Lange & Badalamenti, PLC** - April 2006 to Present  
Clinton Township, Michigan

**Senior Attorney:** Municipal Law and Litigation. Currently serves the Township of Shelby, Township of Harrison and Tuscarora Township

Provides legal counsel and insight to the unique daily needs of municipal clients and specifically to each department within the municipality. Draft new and revised ordinances and legal opinions. Drafted one of the few Michigan municipal ordinances regulating medical marihuana facilities. Prosecutes thousands of District Court criminal and civil infraction proceedings. Serves as municipal counsel at Planning Commission and Zoning Board of Appeal meetings, as well as building and zoning violations. Responsible for land use appeals and litigation on behalf of municipalities, as well as individual clients at Circuit Court and Court of Appeals. Negotiates collective bargaining agreements and arbitrates labor grievances. Represents municipal clients before the Michigan Tax Tribunal.

**O'Reilly, Rancilio, Nitz, Andrews, Turnbull & Scott, P.C.** - January 1997 to April 2006  
Sterling Heights, Michigan

**Attorney:** Municipal Law, Assistant City Attorney for Sterling Heights, Assistant City Attorney for Fraser

Provides legal counsel at Planning Commission and Board of Zoning Appeals meetings. Prosecuting Attorney for the cities of Sterling Heights and Fraser. Responsible for misdemeanor traffic and ordinance violations as well as building and zoning violations. Advise and counsel cities regarding Labor/Contract issues and grievances. Assist in negotiation of labor contracts on behalf of the City of Sterling Heights and arbitrate labor grievances. Draft new and revised ordinance and legal opinions. Limited practice in domestic and family law matters.

**Sidney R. Borders, P.C.** - July 1994 to January 1997  
Shelby Township, Michigan

**Attorney:** Municipal Law, Prosecuting Attorney for Shelby Township. Responsible for misdemeanor traffic and ordinance violations as well as building/zoning violations. Draft new and revised Township ordinances. Compiled revised Code of Ordinances. Responsible for disposition of condemnation, planning and zoning issues.

**Anthony & Seibert** - October 1993 to July 1994  
Mt. Clemens, Michigan

**Attorney:** Municipal Law, Prosecuting Attorney for four Macomb County Townships. Responsible for District Court dockets, misdemeanor traffic and ordinance violations.

## **EDUCATION**

**University of Detroit School of Law**  
Detroit, Michigan

Juris Doctorate, May 1992  
Class Vice President 1991-1992

**James Madison Michigan College State University**  
East Lansing, Michigan

Bachelor of Arts – Political Philosophy, June 1989  
Honors: Dean's List – Fall 1988  
*Pi Beta Phi Sorority*  
Vice President of Moral Advancement 1987-1988

Intern and employed with *Ingham County Prosecuting Attorney Office*  
Crime Victim Rights Unit - Fall of 1988 through Spring of 1989

## **AFFILIATIONS:**

Macomb County Bar Association  
State Bar of Michigan - Government Law and Criminal Law Sections  
Character and Fitness District D Committee Member 1998-2003  
Women Lawyers Association of Michigan – Macomb Region ("WLAM-Macomb")

## **VOLUNTEER WORK**

*St. Mary School*  
Mount Clemens, Michigan  
School Board Member 2011-2013

*Hunt's Gymnastics Academy Booster Club*

Formed and created the 501(c)(3) non-profit organization  
Served as President for 9 years and on Board of Directors

*Regina High School Mothers Guild*

Annual Fundraiser Fashion Show Publicity Chairperson 2016-2019

*WLAM-Macomb*

Participated in charitable events and assisted with event organizational tasks 2014-2015

## JOSEPH B. URBAN

### PROFESSIONAL EXPERIENCE

---

**Kirk, Huth, Lange & Badalamenti PLC**, Clinton Township, MI

June 2007 – October, 2024

- **Employment Advice**
  - Draft employment contracts
  - Advise regarding Family & Medical Leave Act, Earned Sick Time Act, and Wage and Hour laws
  - Advise on workplace accommodations under the Americans with Disabilities Act
  - Advise regarding employee use of social media
  - Lead employee discipline and investigations
  - Advise regarding First Amendment speech and establishment clause issues
- **Labor and Employment Law**
  - Investigate allegations of misconduct and contract violations
  - Manage grievance process through arbitration
  - Collectively bargain labor agreements
  - Engage in mediation and arbitration of contract negotiation disputes
  - Draft contracts for employment
  - K-12 Public Schools
- **Litigation**
  - Interview and prepare witnesses for testimony
  - Examine and cross-examine witnesses for hearings
  - Prepare and argue motions, including for summary disposition
- **General Municipal Compliance**
  - Advise regarding Michigan Open Meetings Act
  - Advise regarding Michigan Freedom of Information Act
  - Engage as trusted advisor to Boards, Councils and Commissions
  - Manage Records Compliance issues
  - Effectuate crisis management and response, both verbally and in writing
  - Draft and review general contract documents
- **Municipal Finance**
  - Regularly serve as note- and bond-counsel for municipal finance offerings
    - Advise regarding board action related to municipal issuances
    - Prepare resolutions and transcript documentation for municipal issues
    - Prepare disclosure documents for submission to regulatory agencies
    - Research and file “Blue Sky” memoranda regarding exemption from registration requirements for certain municipal securities

**Clark Hill PLC**, Birmingham, MI

#### Member

- **Education and Municipal Attorney**
  - K-12 Charter Public Schools
    - Perform duties as chief labor counsel
    - Advised boards of education and boards of directors
    - Advise on general school law
    - Former general counsel to national charter schools advocacy organization
    - Draft charter contracts and advise university and K-12 authorizers



- Represent charter schools in issues involving general school law compliance, labor and employment law issues, finance, student discipline and litigation
- Municipal law
  - Advise on labor and employment law issues
  - Engage in collective bargaining
  - Advise on general municipal law

**Collins & Blaha, PC**, Farmington Hills, MI  
Associate Attorney

NOV 1997 – June 2007

- K-12 Traditional Public and Charter Public Schools
  - Supported senior counsel in preparation of materials for trial and arbitration
  - Interviewed witnesses for litigation
  - Conducted depositions in litigation matters including sexual harassment, whistleblower and discrimination
  - Prepared and argued motions
  - Advised regarding general school law compliance
  - Advised in labor and employment issues and provided general labor advice
  - Represented charter schools from authorization to dissolution

## EDUCATION

---

**Northern Michigan University**, Marquette, MI  
Bachelor of Science in English, *cum laude*

May 1994

**Wayne State University Law School**, Detroit, MI  
Juris Doctor, *cum laude*

June 1997

## SKILLS

---

- Regularly present to associations and clients regarding multiple topics:
  - Investigations
  - Title IX compliance
  - Bargaining basics
  - Social media and First Amendment issues
  - General school law issues, including student discipline, the Freedom of Information Act and the Open Meetings Act
  - General municipal issues
- Draft and present opinion letters on numerous topics including general legal issues, school law and labor law
- Listed in the Bond Buyer's Municipal Marketplace listing of bond counsel whose opinions are nationally accepted
- Proficient in Microsoft Office Suite applications, including Word, PowerPoint and Excel
- Proficient in Westlaw research





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

**TITLE:** Revisit Mead&Hunt Contracts

**SUMMARY:** At the Oct. 14, 2025, regular Tuscarora Township Board meeting, the Board elected to re-visit the 2 contracts with M&H in November. The contracts include: (1) WWTP Tuscarora Expansion 2025 Consulting, end date 2/28/2026; (2) Tuscarora WW O&M 2025, with expanded scope of services (see contract p.2), end date 2/28/2026.

**FINANCIAL IMPACT:** Consulting contract is time -&-expenses per attached rate sheet, used on an as-needed basis.

O&M with expanded Scope of Services, \$9,800/month (up from \$6,800 per month), until 2/28/2026. We may need a full-time operator once both phases and the plant are operational, which is why the contract may expire 2/28/2026.

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** two M&H contract proposals



## CLIENT CONTRACT AMENDMENT

October 16, 2025

Trudy Maves

Tuscarora Township

3546 S. Straits Highway

Indian River, MI 49749

Project Name: Tuscarora Expansion 2025

Project Location: Indian River

Project Number: 4540800-172102.07

Mead & Hunt Manager: Tammi Gall

### **Subject: Amendment No. 2**

Dear Trudy:

The above-referenced PROJECT requires an Amendment. The work in this Amendment is in addition to the Scope of Services stated in the contract between the Tuscarora Township (the "CLIENT") and Mead and Hunt, Inc. (the "CONSULTANT") dated October 24, 2024 (the "CONTRACT").

The CLIENT agrees that the CONSULTANT shall provide professional consulting services for the PROJECT as set forth in this Amendment and the CLIENT shall provide payment for those services as provided for in this Amendment.

A detailed description of our understanding of the Amended PROJECT Scope of Services, Schedule, and Compensation is provided below.

### **Reason for Amendment**

Increase budget for additional operator support and engineering consultation and to extend contract schedule for current contract schedule with an end date of 12/31/2025.

**Amended Scope of Services**

The Scope of Services for the PROJECT is amended as follows:

- No change

**Amended Schedule**

The CONSULTANT proposes the following revised dates to complete the work for this PROJECT:

- End Date: February 28, 2026

**Amended Compensation**

Form of compensation for work in this Amendment will be in accordance with the CONTRACT. The CLIENT will pay the CONSULTANT on a time-and-expenses basis with a rate of \$90.00/hour for the work performed under this Amendment for operation support with an additional increased budget of \$10,000.00 and the CLIENT will pay the CONSULTANT on a time-and-expense basis in accordance with the attached billing rates. This Amendment results in a revised contract budget of \$40,000.00 for the total project 2025 costs.

**Amended Responsibilities of the CLIENT**

In addition to those responsibilities listed in the original CONTRACT and previous amendments (if applicable), this Amendment is based on the CLIENT performing or providing the following:

- No change

**Authorization for Amendment**

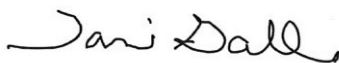
The Amended Scope of Services, Schedule, and Compensation stated in this amendment are valid for a period of thirty (30) days from date of issuance. If authorization to proceed is not received during this period, this amendment may be reviewed and modified by CONSULTANT. Provided, however, if a signed copy of this Authorization is not received by CONSULTANT within seven (7) days from the date of issuance, CONSULTANT may stop work on the above services until receipt of the signed Amendment.


Signatures of authorized representatives of CLIENT and CONSULTANT shall amend the CONTRACT, and receipt of one signed copy shall be considered authorization to proceed with the work described in this Amendment. All services will be performed in accordance with the CONTRACT and amendments, if applicable.

Respectfully submitted,

MEAD AND HUNT, INC.

Approved by: MEAD AND HUNT, INC.

By:   
Author

By:   
Authorized Signer Review

Name: Tammi Gall

Name: Manish Shrestha

Title: Project Manager

Title: Business Unit Leader

Date: 10/16/25

Date: 10/16/25

Attachment(s)

Accepted by: TUSCARORA TOWNSHIP

By: \_\_\_\_\_  
*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

Name: \_\_\_\_\_

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

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

**MEAD & HUNT, Inc.**  
**One Water Standard Billing Rate Schedule**  
**Effective January 1, 2025**

**Standard Billing Rates**

Archaeologist/Historian Technician, Project Assistant I, Technical Editor I .....	\$84.00 / hour
Archaeologist/Historian I.....	\$89.00 / hour
Archaeologist/Historian II.....	\$95.00 / hour
Archaeologist/Historian III, Project Assistant II, Technical Editor II, Technician I .....	\$100.00 - \$110.00/ hour
Project Assistant III, Technical Editor III, Technician II .....	\$126.00 / hour
Engineer I, Architect I, Interior Designer I, Planner I, Scientist I .....	\$130.00 - \$146.00/ hour
Senior Archaeologist/Historian, Project Assistant IV, Technical Editor IV, Technician III .....	\$146.00 / hour
Registered Land Surveyor .....	\$177.00 / hour
Engineer II, Architect II, Interior Designer II, Planner II, Scientist II .....	\$155.00 - \$165.00/ hour
Project Archaeologist/Historian, Technician IV .....	\$158.00 / hour
Senior Technician .....	\$189.00 / hour
Engineer III, Architect III, Interior Designer III, Planner III, Scientist III .....	\$189.00 / hour
Senior Engineer, Architect, Interior Designer, Planner and Scientist.....	\$227.00 / hour
Project Engineer, Architect, Interior Designer, Planner and Scientist .....	\$205.00 / hour
Senior Project Engineer, Architect, Interior Designer, Planner and Scientist.....	\$240.00 / hour
Senior Associate, Senior Client/Project Manager .....	\$265.00 - \$330.00/ hour
Principal .....	\$340.00 / hour

**Expenses**

Geographic Information or GPS Systems .....	\$110.00 / day
Total Station Survey Equipment .....	\$220.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

**Travel Expense**

Company or Personal Car Mileage .....	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance .....	cost plus 15%

**Billing & Payment**

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

---

This schedule of billing rates is effective January 1, 2025, and will remain in effect until December 31, 2025, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



## CLIENT CONTRACT AMENDMENT

October 16, 2025

Trudy Maves

Tuscarora Township

3546 S. Straits Highway

Indian River, MI 49749

Project Name: Tuscarora WW O&M 2025

Project Location: Indian River

Project Number: 4540800-172102.06

Mead & Hunt Manager: Tammi Gall

### **Subject: Amendment No. 1**

Dear Trudy:

The above-referenced PROJECT requires an Amendment. The work in this Amendment is in addition to the Scope of Services stated in the contract between the Tuscarora Township (the "CLIENT") and Mead and Hunt, Inc. (the "CONSULTANT") dated October 24, 2024 (the "CONTRACT").

The CLIENT agrees that the CONSULTANT shall provide professional consulting services for the PROJECT as set forth in this Amendment and the CLIENT shall provide payment for those services as provided for in this Amendment.

A detailed description of our understanding of the Amended PROJECT Scope of Services, Schedule, and Compensation is provided below.

### **Reason for Amendment**

To extend contract schedule and increase monthly fee to cover additional work with new plant/collection system for current contract schedule with an end date of 12/31/2025.

**Amended Scope of Services**

The Scope of Services for the PROJECT is amended to include the following:

- Monitor 5 new pump stations, as stated below, in Phase 1 Expansion
  - PS-100 6209 Lake
  - PS-200 6314 Arthur
  - PS-300 6560 Oak Glen
  - PS-400 3775 Pier
  - PS-500 3406 S Prospect
- Assist in monitoring grinder and ejector pumps installed in Phase 1 Expansion
- Assist Township with setting up new asset management program Silver Smith
- Update preventive maintenance program to include new equipment installed as part of Phase 1 Expansion and incorporate into the asset management program Silver Smith
- Coordinate with contractors for the Phase 1 expansion work
- Coordinate with contractors to repair issues with Phase 1 expansion
- Update MISS DIG boundaries in MISS Dig system

**Amended Schedule**

The CONSULTANT proposes the following revised dates to complete the work for this PROJECT:

- End Date: February 28, 2026

**Amended Compensation**

Form of compensation for work in this Amendment will be in accordance with the CONTRACT. The CLIENT will pay the CONSULTANT a lump sum monthly fee of \$9,800.00 for the work performed. Callouts and additional work will be billed at a time-and-expense rate of \$90.00/hour for the work performed under this Amendment with a budget of \$10,000.00. This Amendment results in an increase contract budget of \$29,600.00 to the total project 2025 costs.

**Amended Responsibilities of the CLIENT**

In addition to those responsibilities listed in the original CONTRACT and previous amendments (if applicable), this Amendment is based on the CLIENT performing or providing the following:

- No change

**Authorization for Amendment**

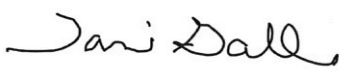
The Amended Scope of Services, Schedule, and Compensation stated in this amendment are valid for a period of thirty (30) days from date of issuance. If authorization to proceed is not received during this period, this amendment may be reviewed and modified by CONSULTANT. Provided, however, if a signed copy of this Authorization is not received by CONSULTANT within seven (7) days from the date of issuance, CONSULTANT may stop work on the above services until receipt of the signed Amendment.


Signatures of authorized representatives of CLIENT and CONSULTANT shall amend the CONTRACT, and receipt of one signed copy shall be considered authorization to proceed with the work described in this Amendment. All services will be performed in accordance with the CONTRACT and amendments, if applicable.

Respectfully submitted,

MEAD AND HUNT, INC.

Approved by: MEAD AND HUNT, INC.

By:   
Author

By:   
Authorized Signer Review

Name: Tammi Gall

Name: Manish Shrestha

Title: Project Manager

Title: Business Unit Leader

Date: 10/16/25

Date: 10/16/25

Attachment(s)

Accepted by: TUSCARORA TOWNSHIP

By: \_\_\_\_\_  
*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

Name: \_\_\_\_\_

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

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





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

**TITLE:** Boiler Repair Options

**SUMMARY:** Discuss boiler options; option #1: repair,  $\$26,410/3 = \$8,803.33$  each. OR option #2: replace,  $\$46,205/3 = \$15,401.67/ea$ .

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor/Chief Temple

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

**ATTACHMENTS:** Warranty Letter, Control Solutions estimate

10/17/2025

Tuscarora Township  
Attn: Gordon Temple

Project: Boiler Repair Options

Location: Indian River, MI

Control Solutions, Inc. to provide labor and materials options to repair or replace an boiler within Tuscarora Township building. Our price includes the following:

**Option #1 Including:**

- Replacement Lochinvar Heat Exchanger
- Permit
- Installation labor and material
- Haul away and disposal

Total Sum: \$25,310.00 +  $\$1,100.00 = \$26,410.00 / 3 = \$8803.33$  ea

**Option #2 Including:**

- New Lochinvar Boiler (same make and model as existing)
- Permit
- Installation labor and material
- Haul away and disposal

Total Sum: \$45,105.00 +  $\$1,100.00 = \$46,205.00 / 3 = \$15,401.67$  ea.

\*\*\*Optional cost to re-pipe the system to disconnect the water softener from entering the boiler system make up water. Add \$1,100.00

**Assumptions and/or Exceptions:**

- All material and labor by Control Solutions, Inc.
- Any repairs outside of the above scope will be quoted separately.
- No painting, patching or general construction repairs included.
- Pricing is subject to change due to supply chain fluctuations and remains valid for 30 days.

**Submitted by:** Kevin Skiba  
Northern Michigan Account Manager  
Control Solutions, Inc.



10/7/2025

**R.A. TOWNSEND CO**  
**1100 N. BAGLEY**  
**ALPENA, MI 49707**

We are in receipt of the request for warranty credit for **1-heat exchanger, part number 100189001** in reference to **Model #:092325Y; Serial 1825110846350**

The heat exchanger has been virtually inspected by our Quality Assurance Department and the cause of failure was determined to be **thermal fatigue**. Pictures of this are available upon request.

As a result, the heat exchanger is not covered under warranty. Request for warranty credit is not approved for **1-heat exchanger, part number 100189001**.

To prevent a reoccurrence of this failure, ensure that the installation of the unit and that the water quality supplied to the unit is in accordance with the Installation manual. A copy of the Installation manual can be found on our website at [www.lochinvar.com](http://www.lochinvar.com). Once at the website, select the products tab at the top of the page. This will bring up a drop-down box that you can use to find your product and its accompanying documentation.

In some cases, additional assistance, such as a job site visit, may be provided by our local sales representatives to help diagnosis job site related issues. If you are unaware of who your local sales representative is, please visit our website at [www.lochinvar.com](http://www.lochinvar.com). Once on the website, select the locator tab at the top of the page. This will bring up a page that will allow you to search your area for your local sales representative.

Should you have questions please call at 615-889-8900 or respond via email to [2tech@lochinvar.com](mailto:2tech@lochinvar.com).

Cordially,

Melissa Swartout  
Quality Assurance Manager  
*ASQ CQE, CMQ/OE, CSSBB, & CQA*  
Lochinvar, LLC



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

**TITLE:** Change in trash service companies & purchase of dumpster

**SUMMARY:** Changing from GFL to PAC for trash. \$1,375 to purchase dumpster. Dumpster has been picked up and new service has begun. Savings of approx.. \$1,500 a year, after the purchase of the dumpster @ \$1,375.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None



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

**TITLE:** CIP Update

**SUMMARY:** Do we have any CIP updates?

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None



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

**TITLE:** Update WWTP Cold Storage & screen.

**SUMMARY:** Waiting for Performance Engineering.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None



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

**TITLE:** Policy for health Insurance for Deceased Employees

**SUMMARY:** Update health insurance policy in Township Policy Manual and Employee Handbook.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Trustee Hutchison

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

**ATTACHMENTS:** None



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

**TITLE:** Fireworks 2026

**SUMMARY:** Date set for July 3, 2026, waiting for Great Lakes Fireworks to confirm date and price. Price may need to be increased due to tariffs. Budgeted \$15,000. Advised we may need to increase our budget a *minimum* \$1,315 to enjoy the same show as in 2025.

**FINANCIAL IMPACT:** \$1,315

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None





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

**TITLE:** Review July 8, 2025 Budget Amendments

**SUMMARY:** Excerpt from July 8, 2025, Minutes,

Budget amendment for boat launch 502-756-702.00 Salaries and Wages \$6,700 and 502-756-709.00 Employer Social Security \$512 for a total of \$7,212.

Motion: Decker

Support: Smith

Approved: All in favor

**FINANCIAL IMPACT:** Reduce Parks cost center and increase Boat Launch cost center for salaries and wages, employer social security for a total of \$7,212, to account for salaries and wages and employer social security for services performed at the Boat Launch.

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None

**New Business**

**Sewer**



# Memo

**To:** Trudy Maves

**Date:** 10-28-25

**From:** Steve Corporon

**Re:** Tuscarora Township WWTP Expansion, Pay Request #15

---

Attached for consideration by the Board of Trustees is pay request #15 from Grand Traverse Construction for the Tuscarora Township WWTP Expansion project in the amount of \$61,657.20. This pay request reflects all the work performed to date. Work this period included fabrication and installation of the access steps and grating modifications to the catwalks, expansion of the gravel driveway and construction of the foundation and walls of the building addition for housing blower #3. Completion of the building addition and installation of blower #3 and the associated controls is expected to be reached by mid December.

The WWTP project has funding from the USDA and EGLE as part of Phase I and from the USDA & EPA as part of Phase II. This pay request includes items from just two of the four funding sources, the EPA and USDA Phase II. Please note that with the recent addition of \$1M in supplemental grant funding from the EPA their cost share for pay requests has increased from 62.95% to 68.6% which results in the cost share for USDA Phase II funding decreasing a commensurate proportion from 37.05% to 31.4%.

Utilizing the revised percentages the EPA share of this pay request is \$42,296.84 and the USDA Phase II share of this pay request at \$19,360.36.

You will need to submit separate requests to the USDA and the EPA and subsequently provide two 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>Owner's Project No.:</b> <u>22-6036</u>
<b>Engineer:</b> <u>Performance Engineers, Inc.</u>	<b>Engineer's Project No.:</b> <u>22-6036</u>
<b>Contractor:</b> <u>Grand Traverse Construction</u>	<b>Contractor's Project No.:</b> <u>1-24106</u>
<b>Project:</b> <u>Tuscarora Township Sewer Extension Phases I &amp; II</u>	
<b>Contract:</b> <u>Tuscarora Township WWTP Expansion</u>	
<b>Application No.:</b> <u>15</u>	<b>Application Date:</b> <u>10/31/2025</u>
<b>Application Period:</b> <u>From</u> <u>10/1/2025</u> <u>to</u> <u>10/31/2025</u>	

1. Original Contract Price	\$ 4,025,365.00
2. Net change by Change Orders	\$ 265,810.49
3. Current Contract Price (Line 1 + Line 2)	\$ 4,291,175.49
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 4,181,548.59
5. Retainage	
a. <u>1%</u> X <u>\$ 4,181,548.59</u> Work Completed =	\$ 41,815.49
b. <u>1%</u> X <u>\$ -</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 41,815.49
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 4,139,733.10
7. Less previous payments (Line 6 from prior application)	\$ 4,078,075.90
8. Amount due this application	\$ 61,657.20
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 151,442.39

  
**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>Grand Traverse Construction</u>	
<b>Signature:</b> <u>[Signature]</u>	<b>Date:</b> <u>10-28-25</u>

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u>[Signature]</u>	<b>By:</b> _____
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> _____
<b>Date:</b> <u>10/28/25</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

USDA Phase I: \$0.00  
USDA Phase II: \$19,360.36

EGLE: \$0.00  
EPA: \$42,296.84

\$61,657.20

## Contractor's Application for Payment

EJCDC C-620 Contractor's Application for Payment

Lump Sum (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. 1 of 2



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.:	15	Application Period:	From	10/01/25	to	10/31/25	Application Date:	10/31/25
------------------	----	---------------------	------	----------	----	----------	-------------------	----------

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 (2)	WWTP EXP INLC EQUIPM MATERIALS & LABOR (PH1)	13,067.41	13,067.41			13,067.41	100%	-
2 (3)	WWTP EXP INLC EQUIPM MATERIALS & LABOR (PH1)	15,067.93	15,067.93			15,067.93	100%	-
3(4)	WWTP EXP INCL EQUIP, MATERIALS & LABOR (PH II)	18,710.40	18,710.40			18,710.40	100%	-
4(5)	WWTP EXP INCL EQUIP, MATERIALS & LABOR (PH II)	2,813.51	2,813.51			2,813.51	100%	-
5(6)	WWTP EXP INCL EQUIP, MATERIALS & LABOR (PH II)	12,832.33	12,832.33			12,832.33	100%	-
6(7)	WWTP EXP INCL EQUIP, MATERIALS & LABOR (PH II)	203,318.91	31,412.01	62,280.00		93,692.01	46%	109,626.90
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Change Order Totals		\$ 265,810.49	\$ 93,903.59	\$ 62,280.00	\$ -	\$ 156,183.59	59%	\$ 109,626.90
Original Contract and Change Orders								
Project Totals		\$ 4,291,175.49	\$ 4,119,268.59	\$ 62,280.00	\$ -	\$ 4,181,548.59	97%	\$ 109,626.90

USDA Phase I: \$0.00  
 EGLE: \$0.00  
 EPA: (\$62,280.00 x 68.6%) - \$427.24 (1%) = \$42,296.84  
 USDA Phase II: (\$62,280.00 x 31.4%) - \$195.56 (1%) = \$19,360.36

## SWORN STATEMENT

Owner Tuscarora Township

Date 10/27/25

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:

Name of Contractor, Laborer, Supplier	Type of Improvement	Original Contract Amount	Change Order	Current Contract	Previous Payments	Amount Owed From Prior Request	Current Amount Requested	Balance to Complete
Fabcon	Precast	\$ 45,000.00	\$ 1,500.00	\$ 46,500.00	\$ 41,850.00			\$ 4,650.00
Halliday Products	Access Hatch	\$ 3,442.00	\$ 2,862.00	\$ 6,304.00	\$ 5,687.77			\$ 616.23
HYMMCO	Rebar	\$ 152,247.48		\$ 152,247.48	\$ 152,247.48			\$ -
John E Green	Mechanical	\$ 1,736,065.00	\$ 1,403.00	\$ 1,737,468.00	\$1,484,123.49	\$ 52,408.18	\$ 47,167.50	\$ 153,768.83
NW MI Contracting	Sitework	\$ 294,316.00	\$ 38,047.00	\$ 332,363.00	\$261,154.05		\$ 52,880.80	\$ 18,328.15
Striker Supply	Misc Materials	\$ 84,604.70		\$ 84,604.70	\$ 84,604.70			\$ -
Windemuller	Electrical	\$ 127,956.00	\$ 31,408.44	\$ 159,364.44	\$55,188.89	\$ 58,900.00	\$ 8,550.00	\$ 36,725.55
GTC	Concrete/GT	\$ 1,581,733.82	\$ 190,590.05	\$ 1,772,323.87	\$ 1,904,830.19	\$ (22,918.84)	\$ (46,941.10)	\$ (62,646.38)
TOTALS		\$ 4,025,365.00	\$265,810.49	\$ 4,291,175.49	\$ 3,989,686.57	\$ 88,389.34	\$ 61,657.20	\$ 151,442.38



--	--	--	--	--	--	--	--

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, LESSEE 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

Date

Subscribed and sworn to me this

Notary Public Signature

Ashley A. Meeuwes  
Printed Name

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

County, Michigan  
County

Notary Public



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 **\$41,850.00** for labor/materials provided through **7/31/2025**

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.

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

Signature:

Printed:

Jack Becker

Title:

Credit Manager

Date:

8/4/2025

**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 **\$152,247.48** for labor/materials provided through **6/19/2025**

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.

**HYMMCO LLC**  
**6666 Bay Road**  
**Saginaw, MI 48604**

Signature:

*Wesley J. [Signature]*

Printed:

*Wesley J. [Signature]*

Title:

*MR*

Date:

*7/8/25*

**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 **\$1,484,123.49** for labor/materials provided through **10/2/2025**

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.

**John E. Green Company**  
**PO Box 638438**  
**Cincinnati, OH 45263-8438**

Signature: Debbie Sarhan  
Printed: Debbie Sarhan  
Title: AR Supervisor  
Date: 10/3/25

**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 **\$265,486.05** for labor/materials provided through **9/25/2025**

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.

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

Signature:

M. Kassel

Printed:

Mary Ann Kassel

Title:

Office mgr

Date:

9-29-25

**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 **\$84,689.79** for labor/materials provided through **8/21/2025**

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.

**Striker Supply**  
**90 N US Hwy 31 S**  
**Traverse City, MI 49685**

Signature:

Printed:

Mike Richard

Title:

GM

Date:

8-26-25

**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 **\$55,188.89** for labor/materials provided through **10/2/2025**

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.

**Windemuller  
1176 Electric Ave.  
Wayland, MI 49348**

Signature:



Printed:

Lisa Bruinekool

Title:

Project Coordinator

Date:

10-6-25

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

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





# Memo

**To:** Trudy Maves

**Date:** 10-28-25

**From:** Steve Corporon

**Re:** Tuscarora Township Sewer Extension Phase I - LPS, Pay Request #12

---

Attached for consideration by the Board of Trustees is pay request #12 from Matt's Underground for the Tuscarora Township Sewer Extension Phase I - LPS project in the amount of \$32,050.02. This pay request reflects all the work performed to date.

Work during this period consisted of installation of individual grinder pumps at individual residences, some additional restoration work and completion of several punch list items.

The remaining work will continue to be focused on the installation of individual grinder pumps at residences.

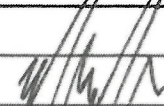

Please advise me if you have any questions regarding this pay request.

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>Matt's Underground</u> <b>Project:</b> <u>Tuscarora Township Sewer Phase I</u> <b>Contract:</b> <u>Tuscarora Township Sewer Extension Phase I - LPS</u>	<b>Owner's Project No.:</b> <u>22-5797B</u> <b>Engineer's Project No.:</b> <u>22-5797B</u> <b>Contractor's Project No.:</b> <u>2024-7107</u>																																				
<b>Application No.:</b> <u>12</u> <b>Application Date:</b> <u>10/28/2025</u>																																					
<b>Application Period:</b> <u>From</u> <u>9/30/2025</u> <u>to</u> <u>10/27/2025</u>																																					
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 10%; text-align: right;">\$</td><td style="width: 20%; text-align: right;">2,224,569.00</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$</td><td style="text-align: right;">66,152.64</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,290,721.64</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,938,141.38</td></tr><tr><td colspan="3">5. Retainage</td></tr><tr><td style="padding-left: 20px;">a. <u>1%</u> X <u>\$ 1,938,141.38</u> Work Completed =</td><td style="text-align: right;">\$</td><td style="text-align: right;">19,381.41</td></tr><tr><td style="padding-left: 20px;">b. <u>5%</u> X <u>\$ -</u> Stored Materials =</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$</td><td style="text-align: right;">19,381.41</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,918,759.97</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,886,709.95</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$</td><td style="text-align: right;">32,050.02</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td><td style="text-align: right;">\$</td><td style="text-align: right;">371,961.67</td></tr></table>		1. Original Contract Price	\$	2,224,569.00	2. Net change by Change Orders	\$	66,152.64	3. Current Contract Price (Line 1 + Line 2)	\$	2,290,721.64	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,938,141.38	5. Retainage			a. <u>1%</u> X <u>\$ 1,938,141.38</u> Work Completed =	\$	19,381.41	b. <u>5%</u> X <u>\$ -</u> Stored Materials =	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	19,381.41	6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,918,759.97	7. Less previous payments (Line 6 from prior application)	\$	1,886,709.95	8. Amount due this application	\$	32,050.02	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	371,961.67
1. Original Contract Price	\$	2,224,569.00																																			
2. Net change by Change Orders	\$	66,152.64																																			
3. Current Contract Price (Line 1 + Line 2)	\$	2,290,721.64																																			
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,938,141.38																																			
5. Retainage																																					
a. <u>1%</u> X <u>\$ 1,938,141.38</u> Work Completed =	\$	19,381.41																																			
b. <u>5%</u> X <u>\$ -</u> Stored Materials =	\$	-																																			
c. Total Retainage (Line 5.a + Line 5.b)	\$	19,381.41																																			
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,918,759.97																																			
7. Less previous payments (Line 6 from prior application)	\$	1,886,709.95																																			
8. Amount due this application	\$	32,050.02																																			
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	371,961.67																																			
<b>Contractor's Certification</b> The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																					
<b>Contractor:</b> <u>MATT'S LLC</u>																																					
<b>Signature:</b> 	<b>Date:</b> <u>10.27.25</u>																																				
<b>Recommended by Engineer</b>	<b>Approved by Owner</b>																																				
<b>By:</b> 	<b>By:</b> _____																																				
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> _____																																				
<b>Date:</b> <u>10/28/25</u>	<b>Date:</b> _____																																				
<b>Approved by Funding Agency</b>																																					
<b>By:</b> _____	<b>By:</b> _____																																				
<b>Title:</b> _____	<b>Title:</b> _____																																				
<b>Date:</b> _____	<b>Date:</b> _____																																				

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

<b>Owner:</b> Tuscarora Township						<b>Owner's Project No.:</b> 22-5797B					
<b>Engineer:</b> Performance Engineers, Inc.						<b>Engineer's Project No.:</b> 22-5797B					
<b>Contractor:</b> Matt's Underground						<b>Contractor's Project No.:</b> 2024-7107					
<b>Project:</b> Tuscarora Township Sewer Phase I											
<b>Contract:</b> Tuscarora Township Sewer Extension Phase I - LPS											
<b>Application No.:</b> 12		<b>Application Period:</b>		<b>From</b> 09/30/25	<b>to</b> 10/27/25	<b>Application Date:</b> 10/28/25					
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
Original Contract											
1	MOBILIZATION, MAX. 10%	1.0	LS	\$ 140,000.00	140,000.00	1.00	140,000.00		140,000.00	100%	-
2	TRAFFIC CONTROL	1.0	LS	\$ 12,750.00	12,750.00	1.00	12,750.00		12,750.00	100%	-
3	CONSTRUCTION STAKING SP	1.0	LS	\$ 8,750.00	8,750.00	1.00	8,750.00		8,750.00	100%	-
4	MACHINE GRADING	29.0	STA	\$ 1,850.00	53,650.00	28.20	52,170.00		52,170.00	97%	1,480.00
5	CULV, REM, LESS THAN 24 INCH	40.0	FT	\$ 45.00	1,800.00		-		-	0%	1,800.00
6	CURB AND GUTTER, REM	30.0	FT	\$ 35.00	1,050.00		-		-	0%	1,050.00
7	HMA, SURFACE, REM	1,200.0	SYD	\$ 10.00	12,000.00	332.28	3,322.80		3,322.80	28%	8,677.20
8	PAVT, REM	95.0	SYD	\$ 13.00	1,235.00		-		-	0%	1,235.00
9	SIGN, TYPE III, ERECT, SALV	3.0	EA	\$ 2,200.00	6,600.00		-		-	0%	6,600.00
10	AGGREGATE BASE, REPLACE ONSITE MATERIALS, 6 INCH	1,100.0	SYD	\$ 35.50	39,050.00	1,100.00	39,050.00		39,050.00	100%	-
11	AGGREGATE BASE, 6 INCH	900.0	CYD	\$ 73.50	66,150.00	386.83	28,432.01		28,432.01	43%	37,717.99
12	SHOULDER CL II, 4 INCH	40.0	SYD	\$ 16.00	640.00		-		-	0%	640.00
13	CULV, CL B, 12 INCH	40.0	FT	\$ 65.00	2,600.00		-		-	0%	2,600.00
14	DEWATERING SYSTEM, TRENCH	1,200.0	FT	\$ 45.00	54,000.00	637.00	28,665.00		28,665.00	53%	25,335.00
15	SEWER, HPDE (SDR-11), 1.5 INCH, DRILLED	1,300.0	FT	\$ 28.00	36,400.00	974.50	27,286.00		27,286.00	75%	9,114.00
16	SEWER, HPDE (SDR-11), 2 INCH, DRILLED	800.0	FT	\$ 32.00	25,600.00	1,147.00	36,704.00		36,704.00	143%	(11,104.00)
17	SEWER, HDPE (SDR-11), 3 INCH, DRILLED	2,800.0	FT	\$ 38.00	106,400.00	2,661.00	101,118.00		101,118.00	95%	5,282.00
18	SEWER, HDPE (SDR-11), 3 INCH, OPEN CUT	675.0	FT	\$ 75.00	50,625.00	660.50	49,537.50		49,537.50	98%	1,087.50
19	SEWER, PVC (SDR-21), 3 INCH	75.0	FT	\$ 125.00	9,375.00		-		-	0%	9,375.00
20	SEWER, HPDE (SDR-11), 4 INCH, DRILLED	1,700.0	FT	\$ 36.00	61,200.00	1,596.00	57,456.00		57,456.00	94%	3,744.00
21	SEWER SERVICE, PVC (SCHD 40), 4 INCH	1,900.0	FT	\$ 55.00	104,500.00	816.00	44,880.00		44,880.00	43%	59,620.00
22	SEWER, PVC (SDR-21), 8 INCH	2,900.0	FT	\$ 125.00	362,500.00	2,614.50	326,812.50		326,812.50	90%	35,687.50
23	SAN STRUCTURE, 60 INCH DIA., AIR RELIEF, COMPLETE	2.0	EA	\$ 15,375.00	30,750.00	2.00	30,750.00		30,750.00	100%	-
24	SAN STRUCTURE, 60 INCH DIA., CLEANOUT, COMPLETE	3.0	EA	\$ 16,100.00	48,300.00	3.00	48,300.00		48,300.00	100%	-
25	2 INCH FORCEMAIN CLEANOUT ASSEMBLY, COMPLETE	2.0	EA	\$ 1,750.00	3,500.00	2.00	3,500.00		3,500.00	100%	-
26	SAN STRUCTURE, 48 INCH DIA.	8.0	EA	\$ 5,818.00	46,544.00	8.00	46,544.00		46,544.00	100%	-
27	LIFT STATION WITH VALVE VAULT, COMPLETE	2.0	EA	\$ 86,385.00	172,770.00	2.00	172,770.00		172,770.00	100%	-
28	ELECTRICAL ALLOWANCE	1.0	LS	\$ 20,000.00	20,000.00	0.00975	195.00		195.00	1%	19,805.00
29	CURB STOP ASSEMBLY, COMPLETE	26.0	EA	\$ 7,400.00	192,400.00	26.00	192,400.00		192,400.00	100%	-
30	PUMP STATION, INDIVIDUAL, COMPLETE	25.0	EA	\$ 14,295.00	357,375.00	14.50	207,277.50		207,277.50	58%	150,097.50
31	CURB AND GUTTER, CONC, DET C4	30.0	FT	\$ 85.00	2,550.00		-		-	0%	2,550.00
32	DRIVEWAY, NONREINF CONC, 6 INCH	95.0	SYD	\$ 89.00	8,455.00	91.56	8,148.84		8,148.84	96%	306.16
33	HMA, 4E1, MOD, TOP	625.0	TON	\$ 175.00	109,375.00	763.34	133,584.50		133,584.50	122%	(24,209.50)
34	SITE RESTORATION	1.0	LS	\$ 75,675.00	75,675.00	0.95	71,891.25		71,891.25	95%	3,783.75
Original Contract Totals					\$ 2,224,569.00		\$ 1,872,294.90	\$ -	\$ 1,872,294.90	84%	\$ 352,274.10

## Contractor's Application for Payment

Unit Price



# Memo

**To:** Trudy Maves

**Date:** 11-5-25

**From:** Steve Corporon

**Re:** Tuscarora Township Sewer Extension Phase II - Gravity, Pay Request #4

---

Attached for consideration by the Board of Trustees is pay request #4 from Walton Contracting for the Tuscarora Township Sewer Extension Phase II - Gravity project in the amount of \$290,919.77.

Work this period included the installation of sewer main & laterals on Doris Pl and W Dorothy Ave and the paving of Doris Pl, W Dorothy Ave and Barbara Ave. The associated restoration work along those streets was also completed.

During the next month Walton had planned to excavate and install the concrete structures for the lift stations at the end of South Ave and Mack Ave; however, due to the ongoing Federal Government shutdown, they have temporarily suspended work on the project.

Phase II projects have both USDA and EPA funding. With the award of the supplemental \$1M in EPA grant funding the EPA grant agreement has been revised to increase the EPA cost share from 62.95% to 68.60% of the project costs up to a maximum of \$4.5M; therefore, the EPA share of this pay request is \$199,570.96. This means the USDA Phase II cost share has been decreased from 37.05% to 31.40%; therefore, the USDA Phase II share of this pay request is \$91,348.81.

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>Walton Contracting</u> <b>Project:</b> <u>Tuscarora Township Sewer Phase II</u> <b>Contract:</b> <u>Tuscarora Township Sewer Extension Phase II - Gravity</u>	<b>Owner's Project No.:</b> <u>22-6003A</u> <b>Engineer's Project No.:</b> <u>22-6003A</u> <b>Contractor's Project No.:</b> <u>24-1024-E</u>																																				
<b>Application No.:</b> <u>4</u> <b>Application Date:</b> <u>10/28/2025</u> <b>Application Period:</b> From <u>9/29/2025</u> to <u>10/27/2025</u>																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">2,919,956.45</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,919,956.45</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">828,388.05</td> </tr> <tr> <td colspan="3">5. Retainage</td> </tr> <tr> <td style="padding-left: 20px;">a. <u>5%</u> X <u>\$ 639,343.02</u> Work Completed =</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">31,967.15</td> </tr> <tr> <td style="padding-left: 20px;">b. <u>5%</u> X <u>\$ 189,045.03</u> Stored Materials =</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">9,452.25</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">41,419.40</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">786,968.65</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">496,048.88</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">290,919.77</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,132,987.80</td> </tr> </table>		1. Original Contract Price	\$	2,919,956.45	2. Net change by Change Orders	\$	-	3. Current Contract Price (Line 1 + Line 2)	\$	2,919,956.45	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	828,388.05	5. Retainage			a. <u>5%</u> X <u>\$ 639,343.02</u> Work Completed =	\$	31,967.15	b. <u>5%</u> X <u>\$ 189,045.03</u> Stored Materials =	\$	9,452.25	c. Total Retainage (Line 5.a + Line 5.b)	\$	41,419.40	6. Amount eligible to date (Line 4 - Line 5.c)	\$	786,968.65	7. Less previous payments (Line 6 from prior application)	\$	496,048.88	8. Amount due this application	\$	290,919.77	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	2,132,987.80
1. Original Contract Price	\$	2,919,956.45																																			
2. Net change by Change Orders	\$	-																																			
3. Current Contract Price (Line 1 + Line 2)	\$	2,919,956.45																																			
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	828,388.05																																			
5. Retainage																																					
a. <u>5%</u> X <u>\$ 639,343.02</u> Work Completed =	\$	31,967.15																																			
b. <u>5%</u> X <u>\$ 189,045.03</u> Stored Materials =	\$	9,452.25																																			
c. Total Retainage (Line 5.a + Line 5.b)	\$	41,419.40																																			
6. Amount eligible to date (Line 4 - Line 5.c)	\$	786,968.65																																			
7. Less previous payments (Line 6 from prior application)	\$	496,048.88																																			
8. Amount due this application	\$	290,919.77																																			
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	2,132,987.80																																			
<b>Contractor's Certification</b> <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(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;</p> <p>(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</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>																																					
<b>Contractor:</b> <u>Walton Contracting</u> <b>Signature:</b> <u>[Signature]</u> <b>Date:</b> <u>11/4/25</u>																																					
<b>Recommended by Engineer</b> <b>By:</b> <u>[Signature]</u> <b>Title:</b> <u>Project Engineer</u> <b>Date:</b> <u>11/5/25</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 II: \$290,919.77 x 31.40% = \$91,348.81  
 EPA: \$290,919.77 x 68.60% = \$199,570.96

➔
\$290,919.77

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

<b>Owner:</b>	Tuscarora Township	<b>Owner's Project No.:</b>	22-6003A
<b>Engineer:</b>	Performance Engineers, Inc.	<b>Engineer's Project No.:</b>	22-6003A
<b>Contractor:</b>	Walton Contracting	<b>Contractor's Project No.:</b>	24-1024-E
<b>Project:</b>	Tuscarora Township Sewer Phase II		
<b>Contract:</b>	Tuscarora Township Sewer Extension Phase II - Gravity		

<b>Application No.:</b>	4	<b>Application Period:</b>	From	09/29/25	to	10/27/25	<b>Application Date:</b>	10/28/25
-------------------------	---	----------------------------	------	----------	----	----------	--------------------------	----------

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
1	MOBILIZATION, MAX. 10%	1	LS	\$ 225,000.00	225,000.00	0.50000000	112,500.00		112,500.00	50%	112,500.00
2	TRAFFIC CONTROL	1	LS	\$ 69,000.00	69,000.00	0.33	22,770.00		22,770.00	33%	46,230.00
3	CONSTRUCTION STAKING SP	1	LS	\$ 42,500.00	42,500.00	0.33	14,025.00		14,025.00	33%	28,475.00
4	MACHINE GRADING, MOD	95	STA	\$ 663.15	62,999.25	22.16	14,695.40		14,695.40	23%	48,303.85
5	CULV, REM, LESS THAN 24 INCH	240	FT	\$ 4.68	1,123.20		-		-	0%	1,123.20
6	CURB AND GUTTER, REM	45	FT	\$ 25.00	1,125.00		-		-	0%	1,125.00
7	HMA, SURFACE, REM	1,100	SYD	\$ 9.60	10,560.00	191.08	1,834.37		1,834.37	17%	8,725.63
8	HMA, SURFACE, PULVERIZE	20,300	SYD	\$ 1.75	35,525.00	5,242.00	9,173.50		9,173.50	26%	26,351.50
9	PAVT, REM	150	SYD	\$ 27.60	4,140.00	14.00	386.40		386.40	9%	3,753.60
10	SIGN, TYPE III, ERECT, SALV	45	EA	\$ 250.00	11,250.00	3.00	750.00		750.00	7%	10,500.00
11	AGGREGATE BASE, REPLACE ONSITE MATERIALS, 6 INCH	12,200	SYD	\$ 7.60	92,720.00	4,924.00	37,422.40		37,422.40	40%	55,297.60
12	AGGREGATE BASE, 6 INCH	2,100	CYD	\$ 43.60	91,560.00	177.00	7,717.20		7,717.20	8%	83,842.80
13	SUBGRADE UNDERCUTTING, TYPE II	100	CYD	\$ 18.50	1,850.00		-		-	0%	1,850.00
14	CULV, CL B, 12 INCH	240	FT	\$ 38.00	9,120.00		-		-	0%	9,120.00
15	DEWATERING SYSTEM, TRENCH, OTHER	8,500	FT	\$ 30.00	255,000.00	1,482.00	44,460.00		44,460.00	17%	210,540.00
16	SEWER, HDPE (SDR-11), 3 INCH, OPEN CUT, COMMON TRENCH	3,400	FT	\$ 11.65	39,610.00	293.00	3,413.45	11,658.00	15,071.45	38%	24,538.55
17	SEWER, HDPE (SDR-11), 4 INCH, OPEN CUT, COMMON TRENCH	600	FT	\$ 24.30	14,580.00		-	8,479.00	8,479.00	58%	6,101.00
18	SEWER, HPDE (SDR-11), 4 INCH, DRILLED	1,200	FT	\$ 50.00	60,000.00		-		-	0%	60,000.00
19	SEWER SERVICE, PVC (SCHD 40), 4 INCH	5,500	FT	\$ 40.81	224,455.00	935.00	38,157.35	27,340.69	65,498.04	29%	158,956.96
20	SEWER, PVC (SDR-26), 8 INCH	9,300	FT	\$ 58.00	539,400.00	2,148.50	124,613.00	116,748.30	241,361.30	45%	298,038.70
21	SAN STRUCTURE, 48 INCH DIA.	24	EA	\$ 5,355.00	128,520.00	8.00	42,840.00	10,947.68	53,787.68	42%	74,732.32
22	SAN STRUCTURE, 60 INCH DIA., CLEANOUT, COMPLETE	3	EA	\$ 16,243.00	48,729.00		-		-	0%	48,729.00
23	LIFT STATION WITH VALVE VAULT, COMPLETE	4	EA	\$ 80,000.00	320,000.00	0.50	40,000.00	13,871.36	53,871.36	17%	266,128.64
24	ELECTRICAL ALLOWANCE	4	EA	\$ 10,000.00	40,000.00		-		-	0%	40,000.00
25	SAN TIE INTO EX. STRUCTURE, COMPLETE	1	EA	\$ 4,510.00	4,510.00		-		-	0%	4,510.00
26	LIFT STATION , UPGRADES, COMPLETE	1	EA	\$ 110,350.00	110,350.00		-		-	0%	110,350.00
27	CURB AND GUTTER, CONC, DET C4	45	FT	\$ 110.00	4,950.00		-		-	0%	4,950.00
28	DRIVEWAY, NONREINF CONC, 6 INCH	150	SYD	\$ 131.00	19,650.00		-		-	0%	19,650.00
29	HMA, 4E1, MOD, TOP	2,350	TON	\$ 131.00	307,850.00	676.45	88,614.95		88,614.95	29%	219,235.05
30	SITE RESTORATION	1	LS	\$ 143,880.00	143,880.00	0.25	35,970.00		35,970.00	25%	107,910.00
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
<b>Original Contract Totals</b>					<b>\$ 2,919,956.45</b>		<b>\$ 639,343.02</b>	<b>\$ 189,045.03</b>	<b>\$ 828,388.05</b>	<b>28%</b>	<b>\$ 2,091,568.40</b>

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	Tuscarora Township	<b>Owner's Project No.:</b>	22-6003A
<b>Engineer:</b>	Performance Engineers, Inc.	<b>Engineer's Project No.:</b>	22-6003A
<b>Contractor:</b>	Walton Contracting	<b>Contractor's Project No.:</b>	24-1024-E
<b>Project:</b>	Tuscarora Township Sewer Phase II		
<b>Contract:</b>	Tuscarora Township Sewer Extension Phase II - Gravity		

**Application No.:** 4      **Application Period:** From 09/29/25 to 10/27/25      **Application Date:** 10/28/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
		</									



### Contractor's Application for Payment

Owner's Project No.:	22-6003A
Engineer's Project No.:	22-6003A
Contractor's Project No.:	24-1024-E

[illegible]

Grand Rapids Wilbert Burial Vault dba Grand Valley  
Concrete Products  
2500 3 Mile Rd NW  
Grand Rapids, MI 49534-1314  
USA  
office@grandvalleyconcrete.com

# Invoice

<b>BILL TO</b>
Walton Contracting 526 W. Fourteenth St. STE 209 Traverse City, MI 49684

<b>SHIP TO</b>
Indian River

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
98340	09/18/2025	\$19,231.58	10/25/2025	25th of next month	

**SHIP DATE**  
09/18/2025

**SHIP VIA**  
Eric

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<del>SAN</del>	<del>Added Sanitary Manhole 801A</del>	<del>1</del>	<del>1,563.00</del>	<del>1,563.00T</del>
	<del>SAN</del>	<del>Added Sanitary Manhole 810A</del>	<del>1</del>	<del>1,563.00</del>	<del>1,563.00T</del>
	SAN	Sanitary Manhole 803	1	1,563.00	1,563.00T
	SAN	Sanitary Manhole 804	1	1,563.00	1,563.00T
	SAN	Sanitary Manhole 805	1	1,563.00	1,563.00T
	SAN	Sanitary Manhole 805	1	1,563.00	1,563.00T
	SAN	Sanitary Manhole 806	1	1,563.00	1,563.00T
	<del>SAN</del>	<del>Sanitary Manhole 808</del>	<del>1</del>	<del>1,563.00</del>	<del>1,563.00T</del>
	<del>SAN</del>	<del>Sanitary Manhole 810</del>	<del>1</del>	<del>1,563.00</del>	<del>1,563.00T</del>
	<del>SAN</del>	<del>Sanitary Manhole 811</del>	<del>1</del>	<del>1,563.00</del>	<del>1,563.00T</del>
	SAN	Sanitary Manhole 809	1	1,563.00	1,563.00T
	2ADJ	2" Adjusting Ring-STD-24" I.D. x 36" O.D. 6" Wall	18	39.00	702.00T
	LUBE	O Ring Gasket Lube	1	78.00	78.00T
	BUTL	Box - Butyl (Tape) Seal- 8 Rolls per box	2	85.00	170.00T

SUBTOTAL 18,143.00  
TAX (6%) 1,088.58  
TOTAL 19,231.58  
BALANCE DUE

**\$19,231.58**

#24-1024-E

SUBTOTAL \$10,328.00  
TAX \$619.68  
TOTAL \$10,947.68

# Memo

**To:** Trudy Maves

**Date:** 11-4-25

**From:** Steve Corporon

**Re:** Tuscarora Township WWTP Expansion, Change Order #8

---

Attached for consideration by the Board of Trustees is change order #8 to the Grand Traverse Construction contract for the Tuscarora Township WWTP Expansion project. This change order contains 2 items summarized as follows:

1. Add Reroute Decant Lines \$48,211.85  
Reason for Change: To provide freeze protection for decant lines from the sludge holding tanks to the fermentation tanks.
2. Add 2-Inch Waterline \$29,630.37  
Reason for Change: To provide a water line and hydrant with adequate volume and pressure to perform wash downs of all tanks in the WWTP.

The total net increase in cost to the contract is \$77,842.22 with the recommended funding source being the Phase II contingency fund which currently has \$259,055.32 available.

PEI recommends approval of change order #8 in the amount of \$77,842.22 for a revised contract amount of \$4,369,017.71 with funding from the available Phase II project contingency.

Please advise me if you have any questions regarding this change order.

Sincerely,

*Steve Corporon*

**Performance Engineers, Inc.**

**CHANGE ORDER NO.: 8**

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:	11-11-25	Effective Date of Change Order:	11-11-25

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

## Description:

Item	Change	Description	Cost
1.	Add	Reroute Decant Lines	\$48,211.85

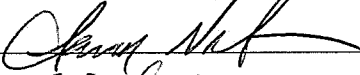
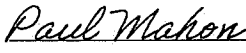
Reason for Change: To provide freeze protection for decant lines from the sludge holding tanks to the fermentation tanks. The cost of this item will be funded from the Phase II project contingency.

2.	Add	2-Inch Waterline	\$29,630.37
----	-----	------------------	-------------

Reason for Change: To provide a water line and hydrant with adequate volume and pressure to perform wash downs of all tanks in the WWTP. The cost of this item will be funded from the Phase II project contingency.

Attachments: GTC RCO #18 dated 10/30/25, PEI drawing C301 updated 10/13/25

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.7:		<del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No.1 to No.7:	
\$ (274,524.51)		Substantial Completion:	139 days
		Ready for final payment:	241 days
Contract Price prior to this Change Order:		Contract Dates prior to this Change Order:	
\$ 4,291,175.49		Substantial Completion:	9-26-25
		Ready for final payment:	1-30-26
<del>[Increase]</del> <del>[Decrease]</del> this Change Order:		<del>[Increase]</del> <del>[Decrease]</del> this Change Order:	
\$ 77,842.22		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Dates with all approved Change Orders:	
\$ 4,369,017.71		Substantial Completion:	9-26-25
		Ready for final payment:	1-30-26

Recommended by Engineer		Accepted by Contractor	
By:	<u></u>		<u></u>
Title:	<u>Project Engineer</u>		<u>Project Manager</u>
Date:	<u>11/4/25</u>		<u>11/4/2025</u>
Authorized by Owner		Approved by Funding Agency	
By:	<u></u>		<u></u>
Title:	<u></u>		<u></u>
Date:	<u></u>		<u></u>



**Change Request**

**To:** Tuscarora Township

**Number:** 18

**Date:** 10/30/2025

**Job:** Tuscarora WWTP Expansion

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

**Description: RCO #18 - Decant Route & Optional Waterline**

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

**DECANT ROUTE ADD \$48,211.85**

1. Remove concrete stoops.
2. Excavate decant lines at 4 locations outside equilization / surge tank.
3. Directionally drill 2 ea. 2" SDR-11 pipes around south end of new treatment tanks, aprox 255'.
4. Install 2" SCH 8- fittings to hook up decant lines.
5. Back fill & compact.
6. Restoration of gravel, seed & mulch.
7. Mobilization.

ADD \$41,650.00

Labor to prep and pour a 6'x6' pad ADD \$880.00

Additional Supervision (1 week) ADD \$2,600.00

Sub OHP \$2,082.50

GTC OHP \$522.00

Bonding \$477.35

The total amount to provide base scope is ..... \$48,211.85

**OPTIONAL 2" WATERLINE ADD \$29,630.37**

1. Excavate 6' C-900 water main North of WW Plant.
2. Install 2" tapping saddle & corp.
3. Tap water main.
4. Directionally drill approx. 175' of 2" SDR 9 CTS water service
5. Install curb stops (12ea.) and 1 Kupferle #77 mainguard post hydrant with 60" bury depth.
6. Back fill & flush.
7. Restoration of gravel, topsoil, seed & mulch.
8. Mobilization.

ADD \$27,940.00

Sub OHP \$1,397.00

Bonding \$293.37

The total amount to provide Optional 2" Waterline scope is ..... \$29,630.37

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

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

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

## N.W. MICHIGAN CONTRACTING

Excavating, Sewer, Water, Concrete, Trucking, Snow Removal & Misc.

**TRAVERSE CITY / TEL: 231 - 929 - 7498**



**"PLAN YOUR WORK, WE'LL WORK YOUR PLAN"**

PO Box 6914 Traverse  
City, MI 49696

TERMS: PAYMENT DUE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH OR 18% PER YEAR APR, WILL BE ASSESSED ON ALL ACCOUNTS OVER 30 DAYS FROM THE INVOICE DATE. MINIMUM CHARGE \$1.00 PER MONTH.

PROPOSAL SUBMITTED TO <b>Grand Traverse Construction</b>	PHONE <b>231-929-1000</b>	DATE <b>10/23/2025</b>
STREET <b>1714 Northern Star Dr</b>	FAX #	
CITY, STATE, ZIP <b>Traverse City MI 49696</b>	JOB NAME <b>2" Waterline</b>	
ATTENTION <b>egrody@grandtraverseconstruction.com</b>	JOB LOCATION <b>Tuscarora Twp WWTP</b>	

WE HEREBY SUBMIT SPECIFICATION AND ESTIMATES FOR:  
Provide Labor, Materials & Equipment for the following:

1. Excavate 6' C-900 watermain North of WW Plant.
2. Install 2" tapping saddle & corp.
3. Tap watermain.
4. Directionally drill approx. 175' of 2" SDR 9 CTS water service.
5. Install curb stops (12ea.) and 1 Kupferle #77 mainguard post hydrant with 60" bury depth.
6. Back fill & flush.
7. Restoration of gravel, topsoil, seed & mulch.
8. Mobilization.

**TOTAL BID \$27,940.00**

We propose hereby to furnish material and labor - complete in accordance with above specifications. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

**AUTHORIZED  
SIGNATURE**

*James W Kassel*

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_\_ DAYS.

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. payments will be made as outlined above.

**SIGNATURE** \_\_\_\_\_

**DATE OF ACCEPTANCE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

## N. W. MICHIGAN CONTRACTING

Excavating, Sewer, Water, Concrete, Trucking, Snow Removal & Misc.

**TRAVERSE CITY / TEL: 231 - 929 - 7498**



**"PLAN YOUR WORK, WE'LL WORK YOUR PLAN"**

PO Box 6914 Traverse  
City, MI 49696

TERMS: PAYMENT DUE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH OR 18% PER YEAR APR, WILL BE ASSESSED ON ALL ACCOUNTS OVER 30 DAYS FROM THE INVOICE DATE. MINIMUM CHARGE \$1.00 PER MONTH.

PROPOSAL SUBMITTED TO <b>Grand Traverse Construction</b>	PHONE <b>231-929-1000</b>	DATE <b>10/23/2025</b>
STREET <b>1714 Northern Star Dr</b>	FAX #	
CITY, STATE, ZIP <b>Traverse City MI 49696</b>	JOB NAME <b>Decant Reroute</b>	
ATTENTION <b>egrody@grandtraverseconstruction.com</b>	JOB LOCATION <b>Tuscarora Twp WWTP</b>	

WE HEREBY SUBMIT SPECIFICATION AND ESTIMATES FOR:  
Provide Labor, Materials & Equipment for the following:

1. Remove concrete stoops.
2. Excavate decant lines at 4 locations outside equilization / surge tank.
3. Directionally drill 2 ea. 2" SDR-11 pipes around south end of new treatment tanks, aprox 255'.
4. Install 2" SCH 8- fittings to hook up decant lines.
5. Back fill & compact.
6. Restoration of gravel, seed & mulch.
7. Mobilization.

**TOTAL BID \$41,650.00**

We propose hereby to furnish material and labor - complete in accordance with above specifications. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involvng extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

**AUTHORIZED  
SIGNATURE**

*James W Kassel*

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_\_ DAYS.

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. payments will be made as outlined above.

**SIGNATURE** \_\_\_\_\_

**DATE OF ACCEPTANCE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_







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

**TITLE:** NorthStar Proposed Road Abandonment

**SUMMARY:** NorthStar has requested road abandonment of the last 530' of Sturgeon Avenue/Old Trail Lane.

**FINANCIAL IMPACT:** TBD

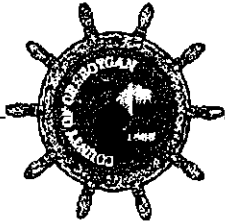
**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** Site plan, email w/ proposed resolution language, Cheboygan County Zoning Ordinance for parking (link: <https://www.cheboygancounty.net/wp-content/uploads/2021/06/fs06-1554120602-89906.pdf>)





# CHEBOYGAN COUNTY PLANNING & ZONING DEPARTMENT

870 S. MAIN ST., RM. 103 • PO BOX 70 • CHEBOYGAN, MI 49721  
PHONE: (231)627-8489 • FAX: (231)627-3646

## PROPERTY LOCATION

Address 4148 S. Straits Highway	City / Village Indian River	Twp / Sec. Tuscarora, 25	Zoning District D-CM P-LS
Property Tax I.D. Number 161-025-200-001-00	Plat or Condo Name / Lot or Unit No.		

## APPLICANT

Jeff Jakeway		Telephone 231-420-2651	Fax
Address 4104 S. Straits Highway	City, State & Zip Indian River MI 49749	E-Mail jeff@northstargardens.com	

## OWNER (If different from applicant)

Name		Telephone	Fax
Address	City, State & Zip	E-Mail	

## PROPOSED WORK

<b>Type (check all that apply)</b> <input checked="" type="checkbox"/> New Building <input type="checkbox"/> Addition <input type="checkbox"/> Change in Use or Additional Use <input type="checkbox"/> Reconstruction <input type="checkbox"/> Relocated Building <input type="checkbox"/> Sign, Type: _____ <input type="checkbox"/> Other: _____	<b>Building/Sign Information</b> See Typical detached motel unit plans Overall Length: _____ feet Overall Width: _____ feet Floor Area: _____ sq. feet Overall Building Height: _____ feet Sign Area: _____ sq. feet Sign Height _____ feet
--	---

## PROPOSED USE (check all that apply)

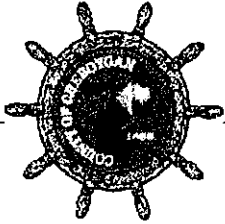
<input type="checkbox"/> Single-Family Residence <input type="checkbox"/> Duplex <input type="checkbox"/> Multi-Family, # of units _____	<input type="checkbox"/> Expansion / Addition <input type="checkbox"/> Garage or Accessory <input type="checkbox"/> Storage	<input type="checkbox"/> Office <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial	<input type="checkbox"/> Agricultural <input type="checkbox"/> Institutional <input type="checkbox"/> Utility <input checked="" type="checkbox"/> Other: Motel
--	---	--	---

Has there been a Site Plan or Special Use Permit approved for this parcel before? ☐ YES ☒ NO

If YES, date of approval: \_\_\_\_\_ Approved Use: \_\_\_\_\_

Directions to site: 300' South of intersection of Barbara Ave. and S. Straits Highway on North side of river and west side of S. Straits Highway, then 175' NW

SITE PLAN REVIEW APPLICATION



# CHEBOYGAN COUNTY PLANNING & ZONING DEPARTMENT

870 S. MAIN ST., RM. 103 ■ PO Box 70 ■ CHEBOYGAN, MI 49721  
PHONE: (231)627-8489 ■ FAX: (231)627-3646

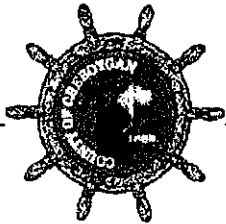
1. Describe all anticipated activities (e.g. type of business, hours of operation, number of employees, etc). Attach additional sheets if needed.

12 detached motel rental units for short-term rental only  
No on-site employees (managed by Northstar)

2. Site Plan Standards.

## PLEASE EXPLAIN HOW YOUR REQUEST MEETS EACH OF THE FOLLOWING STANDARDS

- a. The site plan shall be designed so that there is a limited amount of change in the overall natural contours of the site and shall minimize reshaping in favor of designing the project to respect existing features of the site in relation to topography, the size and type of the lot, the character of adjoining property and the type and size of buildings. The site shall be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Ordinance.  
Site design respects existing grades to extent possible.
- b. The landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal, and by topographic modifications which result in smooth natural appearing slopes as opposed to abrupt changes in grade between the project and adjacent areas.  
Where possible, existing natural vegetation to be maintained. Applicant to install additional landscaping
- c. Special attention shall be given to proper site drainage so that removal of storm waters will not adversely affect neighboring properties.  
All stormwater to be collected on-site and filtered to remove sediment/oils before discharge to river
- d. The site plan shall provide reasonable, visual and sound privacy for all dwelling units located therein. Fences, walls, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and for the privacy of its occupants.  
Natural buffer to residential use to east and owner to add additional landscaping
- e. All buildings or groups of buildings should be so arranged as to permit emergency vehicle access by some practical means.  
Emergency vehicle circulation within site; secondary access to public road provided
- f. Every structure or dwelling unit shall have access to a public street, walkway or other area dedicated to common use.  
Site has direct access to Old Trail Road (County public) and secondary access to S. Straits Highway
- g. For subdivision plats and subdivision condominiums, there shall be a pedestrian circulation system as approved by the Planning Commission.
- h. Exterior lighting shall be arranged as follows:
- i. It is deflected away from adjacent properties. yes
- ii. It does not impede the vision of traffic along adjacent streets. yes
- iii. It does not unnecessarily illuminate night skies. yes



# CHEBOYGAN COUNTY PLANNING & ZONING DEPARTMENT

870 S. MAIN ST., RM. 103 ■ PO Box 70 ■ CHEBOYGAN, MI 49721  
PHONE: (231)627-8489 ■ FAX: (231)627-3646

- i. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian or bicycle pathways in the area. Streets and drives which are part of an existing or planned street pattern which serves adjacent development shall be of a width appropriate to the traffic volume they will carry and shall have a dedicated right-of-way equal to that specified in the Master Plan.

See existing public roads and access points

- j. Site plans shall conform to all applicable requirements of state and federal statutes and the Cheboygan County Master Plan, and approval may be conditioned on the applicant receiving necessary state and federal permits.

3. Size of property in sq. ft. or acres: 1.60 acres

4. Present use of property: Vacant

5. Does the proposed use of the property include or involve either:

- Junk or salvage yard (Section 3.6) ☐ YES ☒ NO
- Mineral extraction (Section 17.17) ☐ YES ☒ NO

*If YES, this application must include a written plan as described in the Zoning Ordinance.*

6. Attach a copy of Warranty Deed or other proof of ownership.

7. Attach a copy of certified Property Survey or dimensioned property land plat.

### AFFIDAVIT

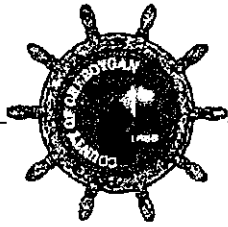
The undersigned affirms that the information and plans submitted in this application are true and correct to the best of the undersigned's knowledge.

Applicant's Signature David C. Drews Date 8/27/25

Does the property owner give permission for County zoning officials to enter his or her property for inspection purposes?

☒ Yes ☐ No

Owner's Signature \_\_\_\_\_ Date 8/27/25



# CHEBOYGAN COUNTY PLANNING & ZONING DEPARTMENT

870 S. MAIN ST., RM. 103 ■ PO BOX 70 ■ CHEBOYGAN, MI 49721  
PHONE: (231)627-8489 ■ FAX: (231)627-3646

## FOR PLANNING /ZONING DEPT. USE ONLY

Date Received:		<i>Notes:</i>
Fee Amount Received:		
Receipt Number:		
Public Hearing Date:		
Planning/Zoning Administrator Approval:		
_____ Signature		_____ Date

SITE PLAN REVIEW APPLICATION

# SITE PLAN REVIEW APPLICATION

TROUT TOWN MOTEL UNITS

## SITE PLAN REQUIREMENT CHECKLIST

(TO BE SUBMITTED WITH APPLICATION AND SITE PLAN)

ALL ITEMS LISTED BELOW MUST BE SUBMITTED IN ORDER FOR THIS APPLICATION TO BE DEEMED COMPLETE. INCOMPLETE APPLICATIONS WILL NOT BE REVIEWED OR PROCESSED. EACH SITE PLAN SHALL DEPICT THE ITEMS LISTED BELOW, EXCEPT FOR THOSE ITEMS DETERMINED DURING THE PRE-APPLICATION CONFERENCE TO NOT BE APPLICABLE.

PLACE A CHECK MARK NEXT TO EACH REQUIREMENT TO SHOW THAT THE INFORMATION HAS BEEN SUPPLIED OR THAT A WAIVER IS BEING REQUESTED. IF A WAIVER IS BEING REQUESTED PLEASE NOTE ON THE NEXT PAGE THE REASON FOR THE WAIVER. SIGN AND DATE THIS CHECKLIST WHEN ALL ITEMS HAVE BEEN COMPLETED. PLEASE SUBMIT THIS CHECKLIST WITH YOUR APPLICATION.

INFORMATION SUPPLIED	WAIVER REQUESTED	REQUIREMENT
X		a. North arrow, scale and date of original submittal and last revision. Site plan is to be drawn at a scale of 1 inch = 100 ft. or less.
X		b. Seal of the registered engineer, architect, landscape architect, surveyor, planner, or other site plan preparer. Location of proposed and/or existing property lines, dimensions, legal descriptions, setback lines and monument locations.
X		c. Location of existing and proposed public roads, rights-of-way and private easements of record and abutting streets.
X		d. Topography at maximum five foot intervals or appropriate topographic elevations to accurately represent existing and proposed grades and drainage flows.
X		e. Location and elevations of existing water courses and water bodies, including county drains and man-made surface drainage ways, stormwater controls, flood plains, and wetlands.
X		f. Location of existing and proposed buildings and intended uses thereof.
	X	g. Details of entryway and sign locations should be separately depicted with an elevation view.
X		h. Location, design, and dimensions of existing and/or proposed curbing, barrier free access, carports, parking areas (including indication of all spaces and method of surfacing), fire lanes and all lighting thereof.
X		i. Location, size, and characteristics of all loading and unloading areas.
X		j. Location and design of all sidewalks, walkways, bicycle paths and areas for public use as approved by the Planning Commission.
X		k. Location of all other utilities on the site including but not limited to wells, septic systems, stormwater controls, natural gas, electric, cable TV, telephone and steam and proposed utility easements.
X		l. Proposed location, dimensions and details of common open spaces and common facilities such as community buildings or swimming pools if applicable.

## SITE PLAN REQUIREMENT CHECKLIST

(TO BE SUBMITTED WITH APPLICATION AND SITE PLAN)

INFORMATION SUPPLIED	WAIVER REQUESTED	REQUIREMENT
X		m. Location and specifications for all fences, walls, and other screening features.
	X	n. Location and specifications for all existing and proposed perimeter and internal landscaping and other buffering features.
X		o. Exterior lighting locations with area of illumination illustrated as well as the type of fixtures and shielding to be used.
X		p. Location, size and specifications for screening of all trash receptacles and other solid waste disposal facilities.
X		q. Elevation drawing(s) for proposed commercial and industrial structures.
	X	r. Location and specifications for any existing or proposed above or below ground storage facilities for any chemicals, salts, flammable materials, or hazardous materials as well
X		s. Floor plans, when needed to determine the number of parking spaces required.

PLEASE LIST THE REQUIREMENT FOR WHICH A WAIVER IS BEING REQUESTED. ALSO PROVIDE AN EXPLANATION/REASON FOR THE WAIVER REQUEST.

### SECTION

### REASON FOR WAIVER REQUEST

g.

Signage T.B.D. - Owner to submit at future date

n.

Owner/Developer is a landscape company - T.B.D.

r.

No on-site storage of hazardous materials proposed

### AFFIDAVIT

I CERTIFY THAT ALL SITE PLAN REQUIREMENTS (A THROUGH S) ARE DRAWN ON THE SITE PLAN, ATTACHED TO THIS APPLICATION AND/OR I AM REQUESTING A WAIVER. I CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS SPECIAL LAND USE PERMIT APPLICATION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

*David C. Drews*

President, NME

8/27/25

SIGNATURE

DATE



# The Badlands

a luxurious recreational retreat

**Fun Fact**  
The Lakota originally called it "Mako Sica" or "Land that is Bad" due to the weird weather changes, lay out of the land and absence of water.

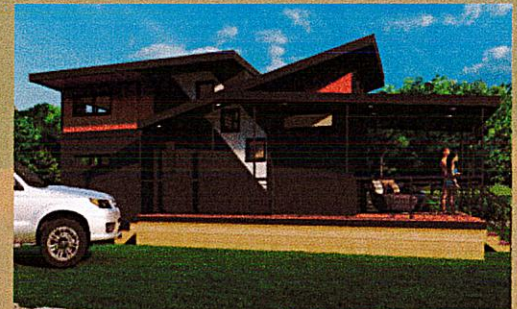
Modern Style

Plans and elevations may contain options which are not standard on all models

With its uniquely layered roof and different siding materials, The Badlands tiny home gives off the same feeling as the beautiful Badlands National Park landscape. You can watch the sunrise or host a BBQ on the large wrap around porch. Due to the uniquely roof shape, the house opens up allowing for a large living room area and loft space. For those of us who need that extra space for clothes, the master bedroom has a sizable closet. There are 2 spacious bedrooms in the tiny home and an upstairs open space room you can use for a cozy loft or even an office space.

## Unique Features

- 400 sq. ft, 168 sq. ft loft
- 226 sq. ft deck
- Staircase leading to the loft area
- Main floor bedroom
- Second floor bedroom
- Bedroom closet storage
- Large wrap around porch
- Loft space
- Variety of exterior wall textures
- Open concept kitchen and living room
- "Spa" like bathroom with a walk in shower
- Multiple roof lines
- Patio doors leading to the porch area
- Ample outdoor lighting and much more...



Front View



Deck View



3123 S. Memorial Drive | Mt. Pleasant, WI 53403 | 101 Parr Avenue | Spicewood, TX 78669

P: 414 . 762 . 0950 | F: 414 . 762 . 0955

sales@utopian-villas.com | utopian-villas.com

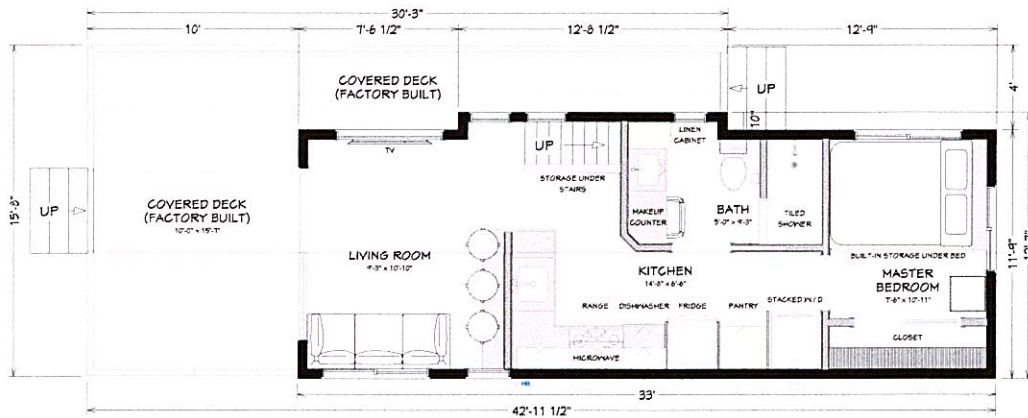


Rev. 01-22

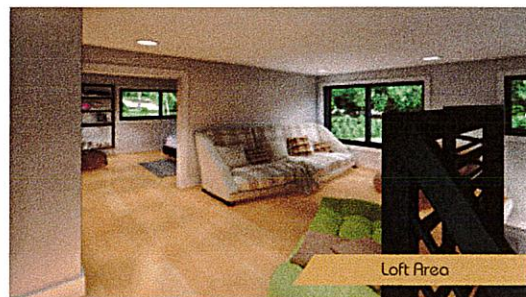
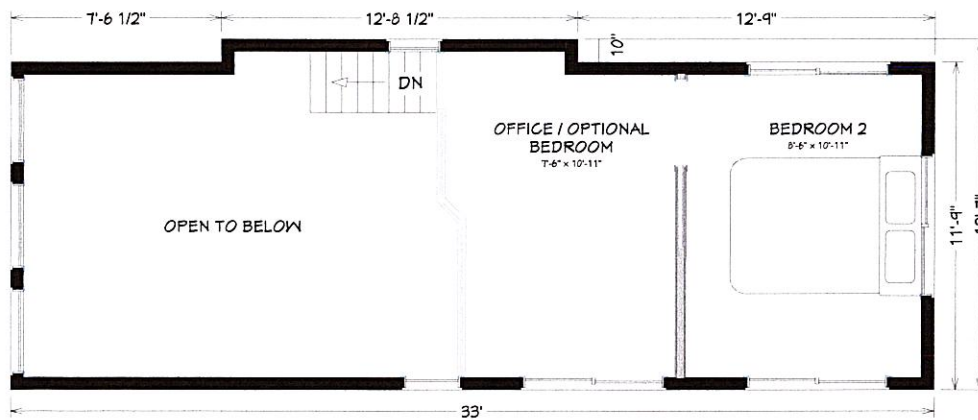


# The Badlands Floor Plan

## Main Floor



## Loft Floor



Utopian Villas reserves the right to make changes to the floor plans, specifications, dimensions and elevations without prior notice.



3123 S. Memorial Drive | Mt. Pleasant, WI 53403 | 101 Parr Avenue | Spicewood, TX 78669

P: 414 . 762 . 0950 | F: 414 . 762 . 0955

sales@utopian-villas.com | utopian-villas.com



Rev. 01-22



# The Homestead

a luxurious recreational retreat

**Fun Fact**  
Without access to timber or stone, the early prairie settlers had to build houses out of sod (densely packed prairie grass). If you were on a railroad line, timber was abundant.



Plans and elevations may contain options which are not standard on all models

The Homestead, inspired by Homestead National Monument, has the size and amenities to establish roots on your plot of land. With an overall width of 15'-3" and an open concept great room, the living space in this home is unprecedented. The Homestead even has a master bedroom designed to fit a king size bed. Utopian Villas is showcasing 3-styles for this unit: The Modern Farmhouse (shown above), Rustic, and Modern (shown on reverse). An 8-foot wide covered porch is perfect for outdoor seating, while the single wall kitchen ensures the most unencumbered space in the living room. Even the bathroom is oversized with extra counter space, which is unheard of in an RV Park Model. A full-width staircase takes you to the open concept loft overlooking the great room. You can optionally enclose this space to form 2-private bedrooms. With these 2-additional bedrooms, the Homestead can sleep 6 guests.

## Unique Features

- 400 sq. ft. main floor, 120 sq. ft. of deck, 191 sq. ft. of loft, 711 sq. ft. total
- large master bedroom with king bed
- 13'-2" x 14'-5" Great Room
- master bath with extra counter space
- 3-closets in the master bedroom
- 8-foot wide front porch
- loft with option to convert to 2-bedrooms
- single wall kitchen with full-size appliances
- comfortable circulating heating and cooling
- much more...

## Typical "UV" Construction Features

- patented #6018921 insulated floor system
- 2x4 exterior wall construction with ZIP system sheathing
- closed cell spray foam in floor, walls, and ceilings
- factory prefinished siding
- Pella windows and doors
- drywall walls with wood accents
- Kohler plumbing products
- LED lighting
- Merillat cabinets
- quartz countertops
- Whirlpool appliances
- and more...



3123 S. Memorial Drive | Mt. Pleasant, WI 53403 | 101 Parr Avenue | Spicewood, TX 78669

P: 414 . 762 . 0950 | F: 414 . 762 . 0955

sales@utopian-villas.com | utopian-villas.com



Rev. 3-20



# The Pinnacle

a luxurious recreational retreat

## Fun Fact

The Pinnacle National Park formed from a volcano's remains! Its unique rock formations attract climbers, hikers, and bats.

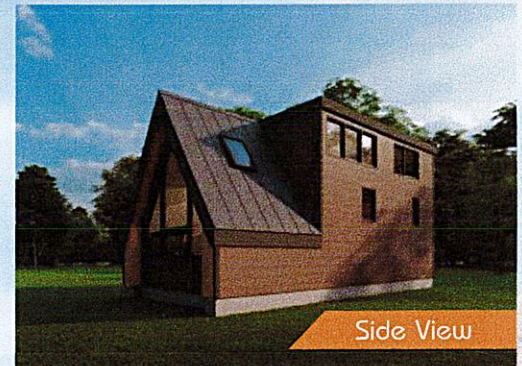
## A-Frame Style

Plans and elevations may contain options which are not standard on all models

The A-frame tiny home, inspired by Pinnacles National Park, effortlessly combines functionality with a welcoming atmosphere. Its thoughtfully designed layout ensures every corner is utilized efficiently, providing both practicality and comfort. Just like the captivating hiking trails of Pinnacles, this home offers warm and inviting spaces, inviting you to relax and unwind. With clever storage solutions and a spacious loft, it fulfills the promise of being an ideal sanctuary, whether for a brief getaway or a permanent residence.

## Unique Features

- 400 sq.ft. main floor, 160 sq.ft. loft
- Grand living room picture window
- Master bedroom with built in wardrobe
- Full size bathroom with walk in shower
- Large closets under the stairs
- Stairway to the loft
- Skylights
- Unique roof lines
- Spacious kitchen
- Peninsula seating for 3
- 2 loft bedrooms
- Built in storage options



Side View



Deck View

KOHLER



MASONITE  
Open to air conditioning

Dow  
Dow Building Solutions

CAMBRIA

Whirlpool

ZIPsystem  
SHEATHING & TAPE



SHERWIN  
WILLIAMS

SCHLAGE



3123 S. Memorial Drive | Mt Pleasant, WI 53403 | 109 Parr Avenue | Spicewood, TX 78669

P: 414 . 762 . 0950 | F: 414 . 762 . 0955

sales@utopian-villas.com | utopian-villas.com

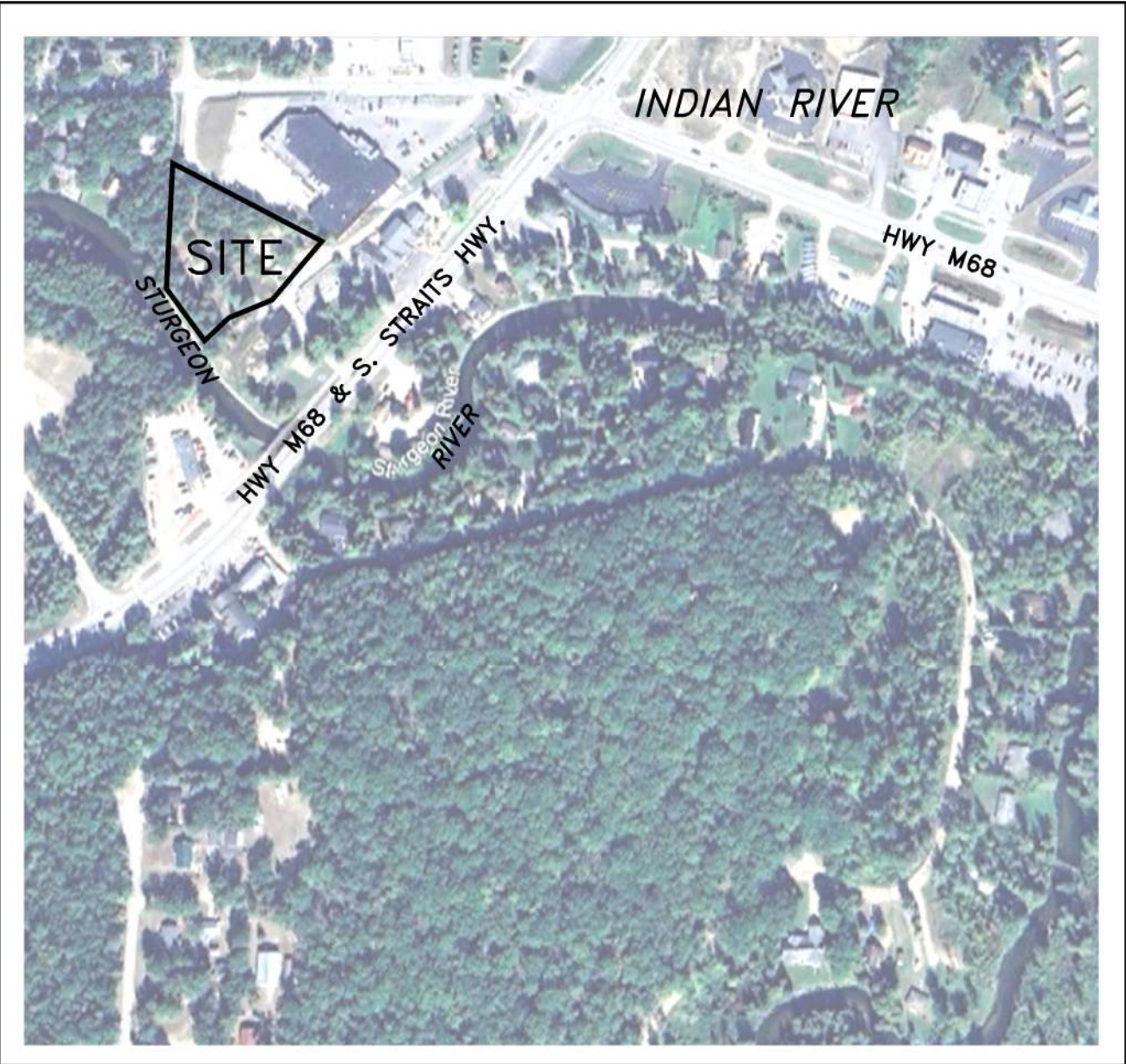
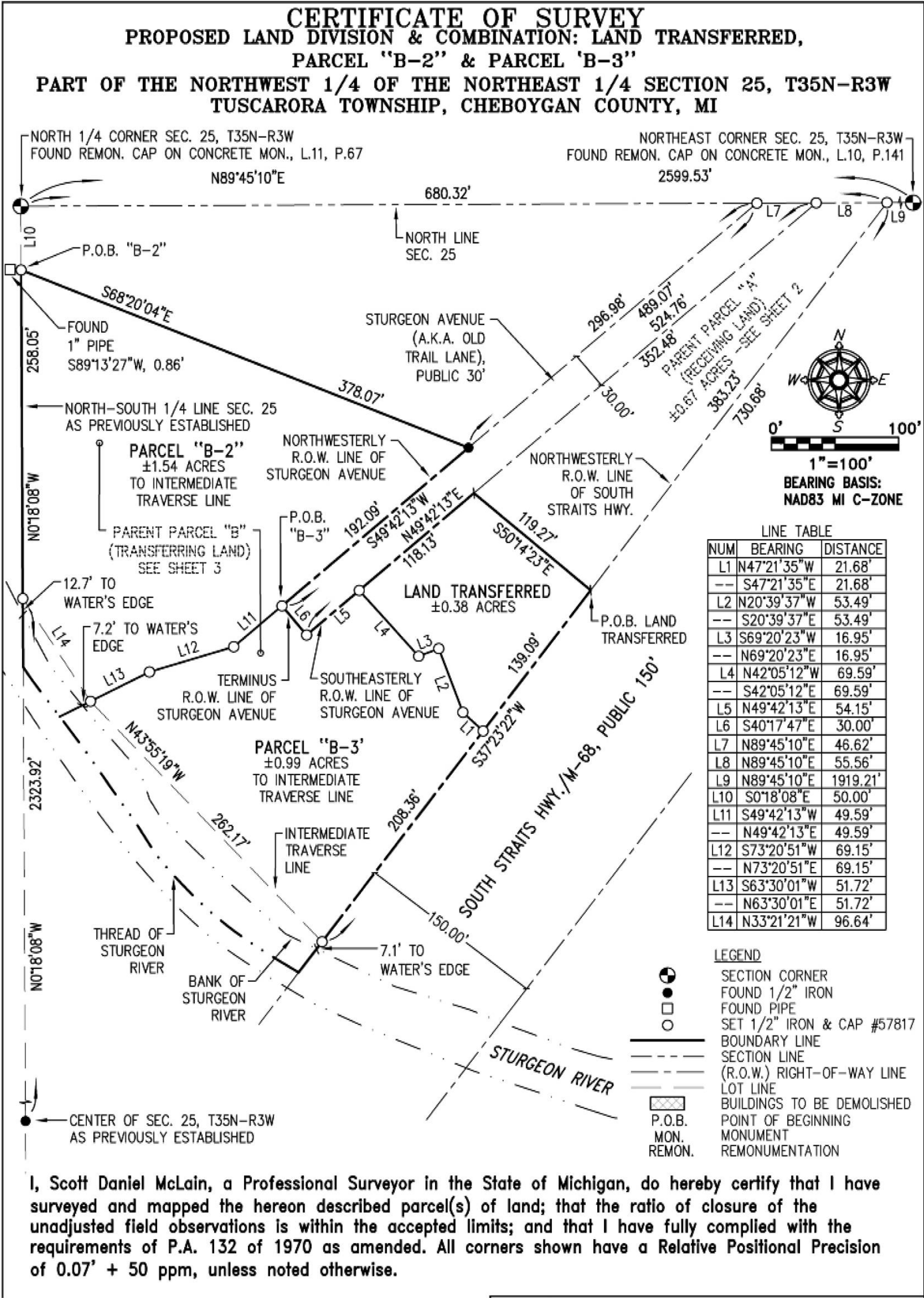


Rev. 06-24



PROPOSED  
TROUT TOWN RESORT  
DETACHED MOTEL UNITS – PARCEL A-2

ADDRESS: 4104 S. STRAITS HIGHWAY  
INDIAN RIVER, MI 49749



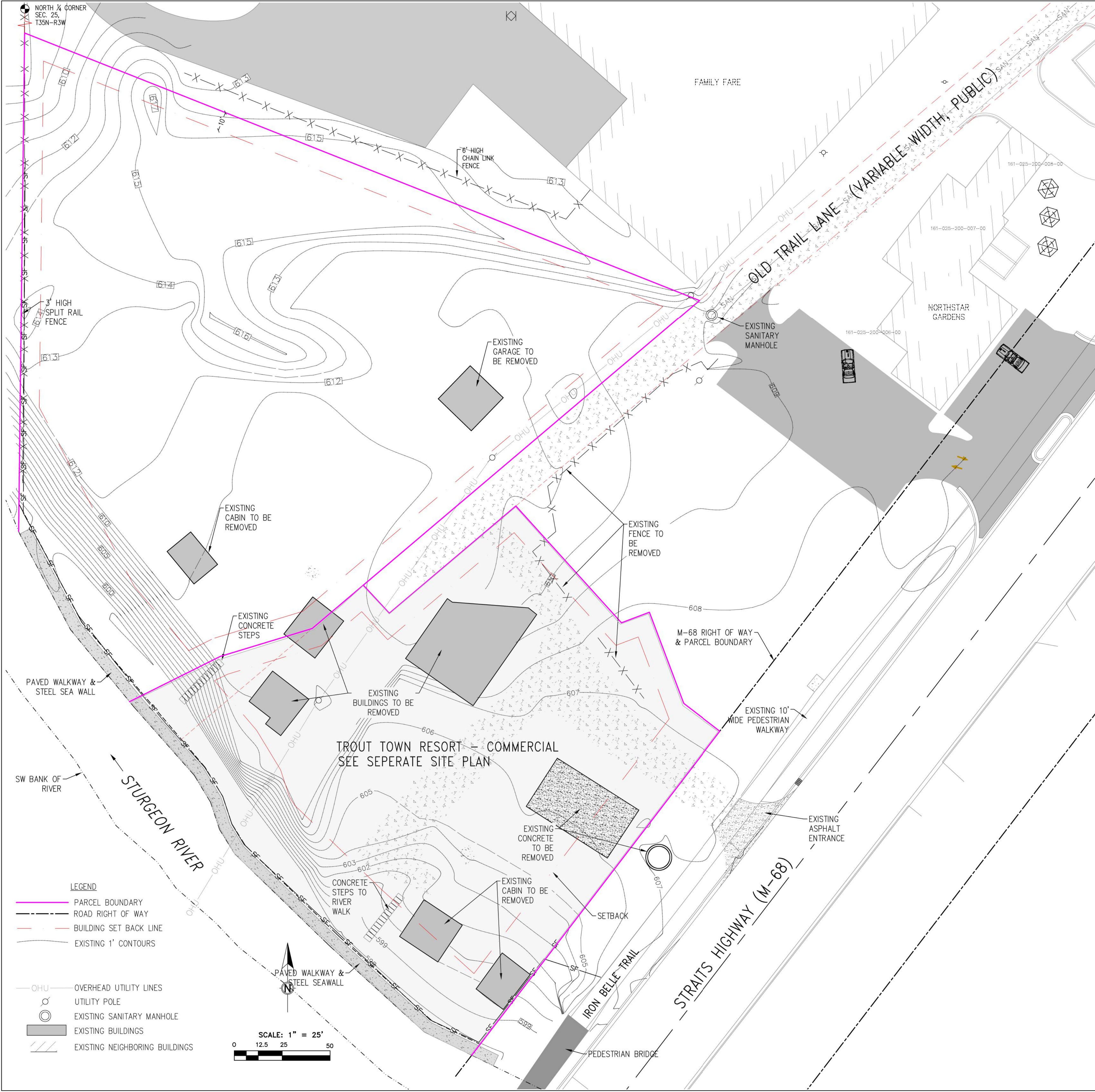
VICINITY MAP

- SP.0 COVER SHEET
- SP.1 EXISTING CONDITIONS & DEMOLITION PLAN
- SP.2 SITE & GRADING PLAN
- SP.3 UTILITY PLAN
- SP.4 MOTEL UNIT FLOOR PLAN & RENDERINGS
- SP.5 SIGN DETAIL

ENGINEER  
NORTHERN MICHIGAN ENGINEERING INC.  
114. N. COURT AVE.  
GAYLORD, MI 49735  
PH. 989-217-3177

JOB# 21-276 SHEET	PROJECT TROUT TOWN RESORT – MOTEL UNITS  COVER SHEET	<div><p>NORTHERN MICHIGAN ENGINEERING INC.</p><p>111 W. Michigan Street SUITE 8 ONTARIO, MI 49735 (989)217-3177</p><p>S&amp;A W. Eighth Street Trompsa City, MI 49884</p></div>	DRAWN BY DD  CHECKED  APPROVED BY  DATE 12/4/24  PRINT DATE	
SP.0	4104 N. STRAITS HIGHWAY INDIAN RIVER, MI 49749			





**SITE DATA**  
PID# 161-025-200-001-00

**OWNERSHIP:** NORTHSTAR LEASING LLC  
4104 S. STRAITS HWY  
INDIAN RIVER, MI 49749

**PROPERTY ADDRESS:** 4148 S. STRAITS HWY

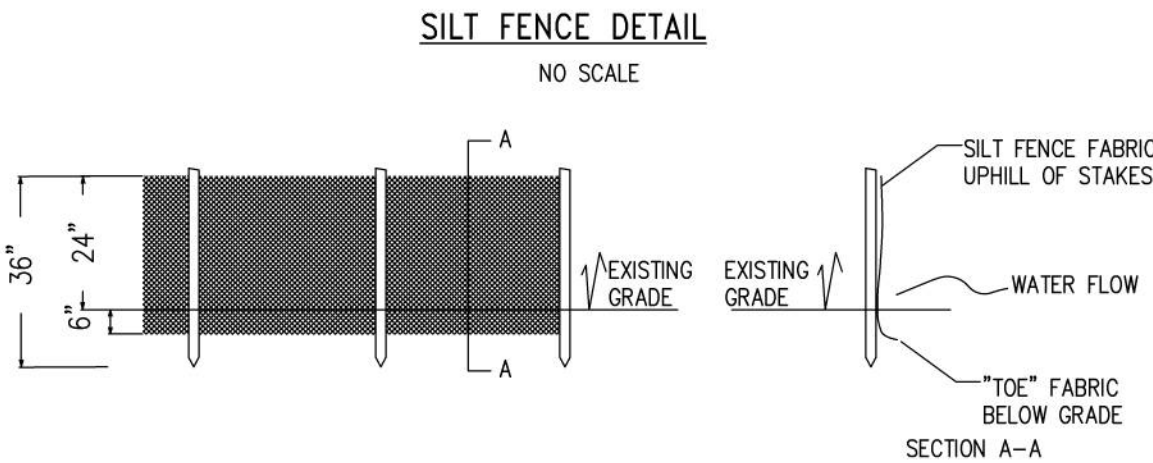
**SURVEYOR NOTE:**  
THE LEGAL DESCRIPTION OF RECORD AND TAX DESCRIPTION DO NOT FORM A CLOSED POYGN AND ARE AMBIGUOUS. A NEW BOUNDARY SURVEY WAS PERFORMED AND NEW LEGAL DESCRIPTION PREPARED.

**PARCEL "B-2":**  
A PARCEL OF LAND BEING A PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 25, TOWN 35 NORTH, RANGE 3 WEST, TUSCARORA TOWNSHIP, CHEBOYGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 25, T35N-R3W; THENCE ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION AS PREVIOUSLY ESTABLISHED, SOUTH 00°18'08" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68°20'04" EAST, 378.07 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STURGEON AVENUE, A 30.00 FOOT WIDE PUBLIC ROAD; THENCE ALONG SAID LINE, SOUTH 49°42'13" WEST, 192.09 FEET TO THE TERMINUS RIGHT-OF-WAY LINE OF SAID ROAD; THENCE SOUTH 49°42'13" WEST, 49.59 FEET; THENCE SOUTH 73°20'51" WEST, 69.15 FEET; THENCE SOUTH 63°30'01" WEST, 51.72 FEET TO AN INTERMEDIATE TRAVERSE LINE ALONG THE BANK OF THE STURGEON RIVER; THENCE ALONG SAID LINE, NORTH 33°21'21" WEST, 96.64 FEET TO THE NORTH-SOUTH ¼ OF SAID SECTION AS PREVIOUSLY ESTABLISHED; THENCE ALONG SAID LINE, NORTH 00°18'08" WEST, 258.05 FEET TO THE POINT OF BEGINNING, CONTAINING 1.54 ACRES OF LAND TO SAID INTERMEDIATE TRAVERSE LINE, MORE OR LESS, INCLUDING ALL LAND LYING BETWEEN THE THREAD OF THE STURGEON RIVER AND SAID INTERMEDIATE TRAVERSE LINE, BEING SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND REQUIREMENTS OF RECORD, IF ANY.

**CURRENT ZONING:** D-CM + P-LS  
**MAXIMUM BUILDING HEIGHT:** 35'

**BUILDING SETBACKS**  
FRONT YARD - 25 FT  
RIVER SIDE - 40 FT  
SIDE YARD - 10 FT  
REAR YARD - 10 FT

**CURRENT USE:** VACANT  
**ADJACENT PROPERTY USES:**  
WEST - RESIDENTIAL  
SOUTH - RESTURANT (ACROSS RIVER)  
EAST - COMMERCIAL (FORMER MOTEL)  
NORTH - COMMERCIAL



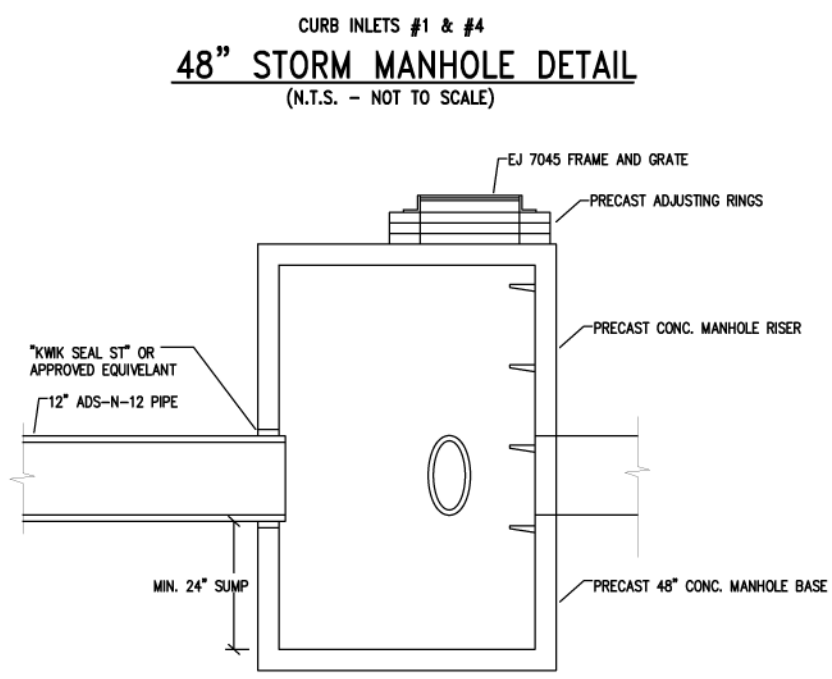
JOB# 21-276 SHEET	PROJECT TROUT TOWN RESORT - MOTEL UNITS EXISTING CONDITION AND DEMOLITION PLAN	4104 N. STRAITS HIGHWAY INDIAN RIVER, MI 49749	 NORTHERN MICHIGAN ENGINEERING INC. 111. W. Michael Street East Lansing, MI 48824 (989) 217-3177	SCOTT DANIEL MCLEAN, P.S. MI LICENSE #4001057817	DRAWN BY	DD
					CHECKED	
SP.1					APPROVED BY	
					DATE	8/27/25
					PRINT DATE	





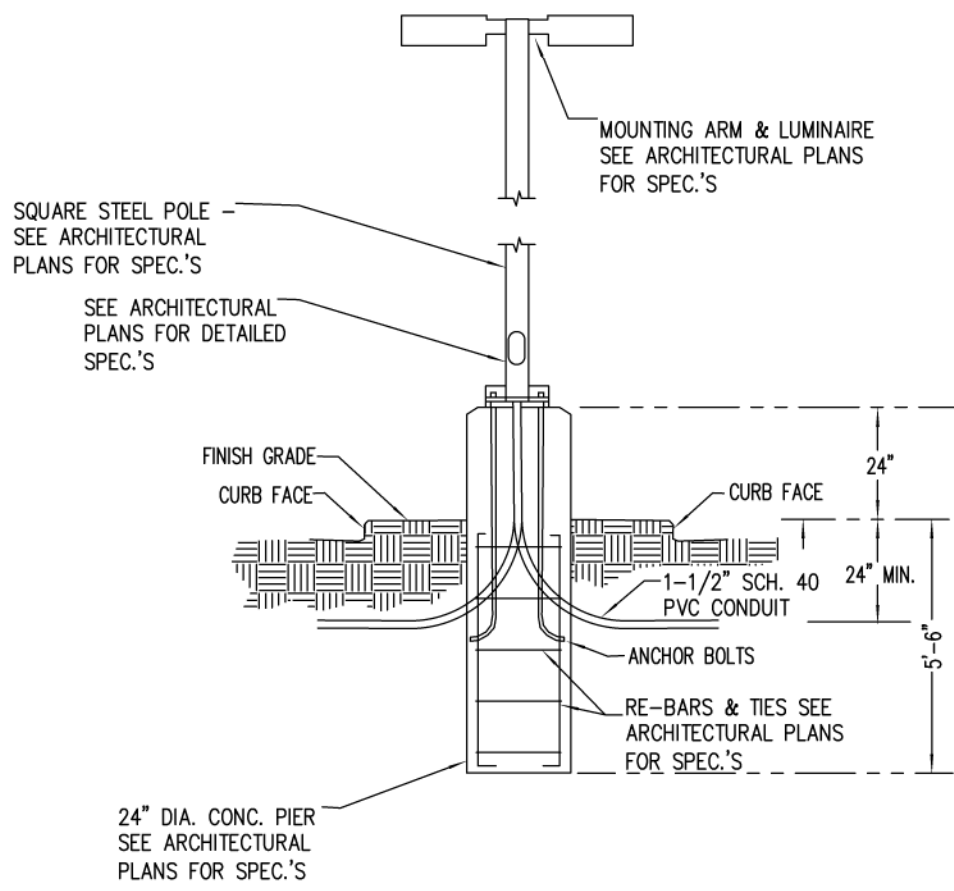
JOB # 21-276 SHEET	PROJECT TROUT TOWN RESORT – MOTEL UNITS	 1115 W. Michigan Street SUITE B OAKLAND, MI 48235 (888)217-3177 SSA, W. Egloff Street Tawas City, MI 49784 <b>THOMAS D. ZIPP, P.E.</b> <b>MI LICENSE #6201038235</b>	DRAWN BY DD	
<h1>SP.2</h1>	PRELIMINARY SITE PLAN		CHECKED	
	4104 N. STRAITS HIGHWAY INDIAN RIVER, MI 49749		APPROVED BY	
		DATE	8/27/25	
		PRINT DATE		



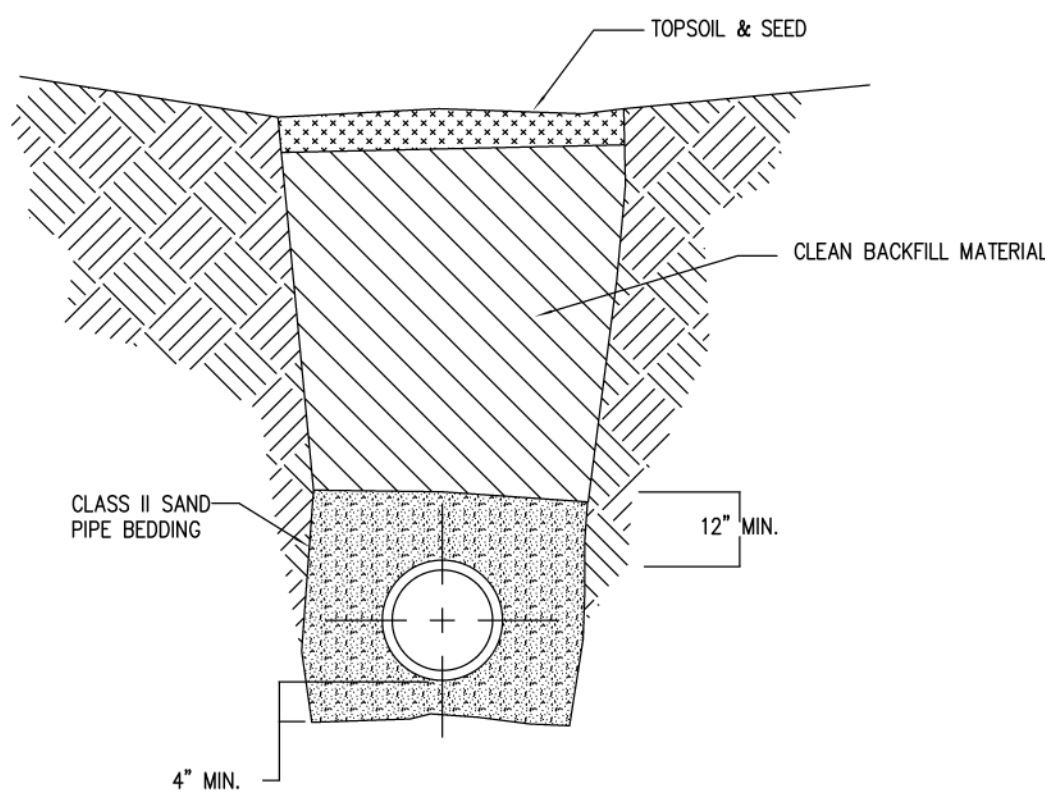


**RAISED MOUNT POLE BASE DETAIL**  
(N.T.S. - NOT TO SCALE)

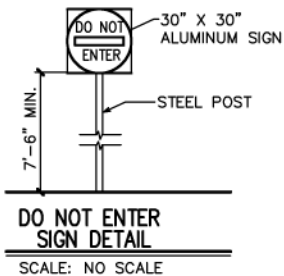
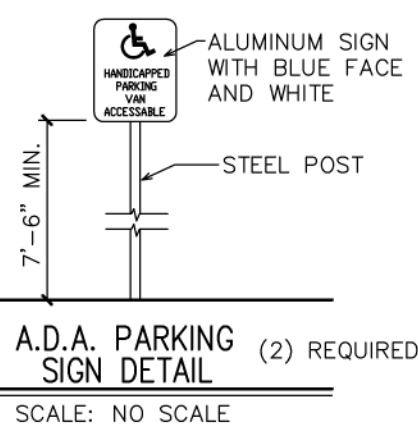
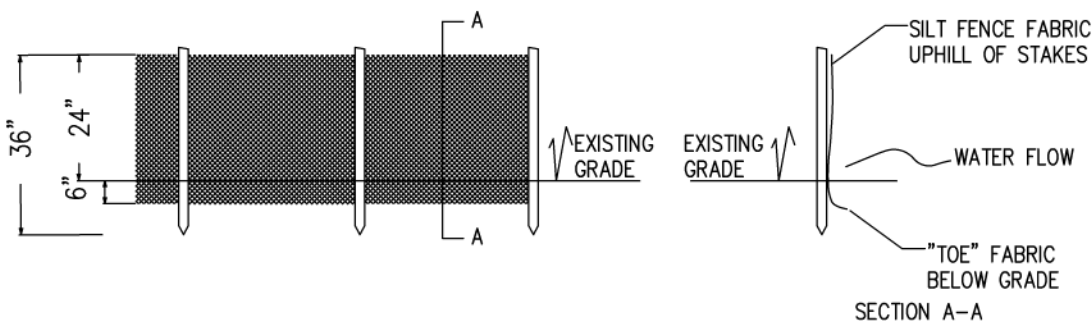
NO SCALE - AS PROVIDED BY ARCHITECT  
- VERIFY CONFORMANCE WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION



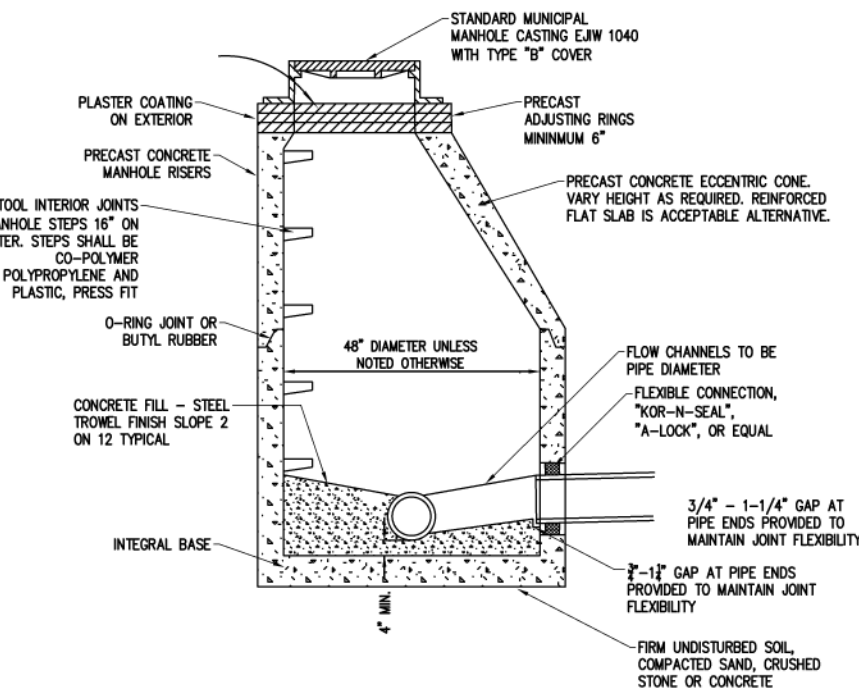
**NORMAL TRENCH BACKFILL**  
SCALE: NO SCALE



**SILT FENCE DETAIL**  
NO SCALE



**STANDARD SANITARY MANHOLE**  
(N.T.S. - NOT TO SCALE)



APPLICABLE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES (COMPREHENSIVE DETAILS ARE LOCATED IN SECTION 6 OF THE SOIL EROSION & SEDIMENTATION CONTROL MANUAL)									
A = SLOPES B = STREAMS AND WATERWAYS C = SURFACE DRAINAGE WAYS D = ENCLOSED DRAINAGE (INLET & OUTFALL CONTROL) E = LARGE FLAT SURFACE AREAS F = BORROW AND STOCKPILE AREAS G = DNRE PERMIT MAY BE REQUIRED								MICHIGAN D.O.T. SOIL EROSION & SEDIMENTATION CONTROL MEASURES DOCUMENT: R-96-E EDITION 2010	
KEY	DETAIL	CHARACTERISTICS	A	B	C	D	E	F	G
2	 GRUBBING OMITTED	RETAINS EXISTING ROOT MAT WHICH ASSISTS IN STABILIZING SLOPES. ASSISTS IN THE REVEGETATION PROCESS BY PROVIDING SPROUT GROWTH. REDUCES SHEET FLOW VELOCITIES PREVENTING RILLING AND GULLYING. DISCOURAGES OFF-ROAD VEHICLE USE.	•					•	
5	 SODDING	PROVIDES IMMEDIATE VEGETATIVE COVER SUCH AS AT SPILLWAYS AND DITCH BOTTOMS. PROPER PREPARATION OF THE TOPSOIL, PLACEMENT OF THE SOD, AND WATERING IS CRITICAL TO ITS SUCCESS.	•					•	•
6	 VEGETATED BUFFER STRIPS	REDUCES SHEET FLOW VELOCITIES PREVENTING RILLING AND GULLYING. ASSISTS IN THE COLLECTION OF SEDIMENTS BY FILTERING RUNOFF. ASSISTS IN THE ESTABLISHMENT OF A PERMANENT VEGETATIVE COVER.	•					•	
8	 AGGREGATE COVER	CAN BE USED IN ANY AREA WHERE A STABLE CONDITION IS NEEDED FOR CONSTRUCTION OPERATIONS, EQUIPMENT STORAGE OR IN HEAVY TRAFFIC AREAS. REDUCES POTENTIAL SOIL EROSION AND FUGITIVE DUST BY STABILIZING RAW AREAS.	•					•	•
9	 BENCHES	REDUCES SHEET FLOW VELOCITIES PREVENTING RILLING AND GULLYING. ASSISTS IN THE COLLECTION AND FILTERING OF SEDIMENTS. PROVIDES ACCESS FOR STABILIZING SLOPES.	•					•	
15	 SLOPE DRAIN SURFACE	EXCELLENT DEVICE FOR CARRYING WATER DOWN SLOPES WITHOUT CREATING AN EROSION CONDITION. GENERALLY USED IN CONJUNCTION WITH DIVERSION DIKE (KEY 10), INTERCEPTING DITCH (KEY 11) AND INTERCEPTING DITCH AND DIVERSION DIKE (KEY 12) TO DIRECT FLOW TO A STABLE DISCHARGE AREA OR SEDIMENT TRAP (KEY 20).	•	•					
16	 TREES, SHRUBS AND PERENNIALS	TREES, SHRUBS AND PERENNIALS CAN PROVIDE LOW MAINTENANCE LONG TERM EROSION PROTECTION. THESE PLANTS MAY BE PARTICULARLY USEFUL WHERE SITE AESTHETICS ARE IMPORTANT ALONG THE ROADSIDE SLOPES.	•					•	
26	 SILT FENCE	A PERMEABLE BARRIER ERRECTED BELOW DISTURBED AREAS TO CAPTURE SEDIMENTS FROM SHEET FLOW. CAN BE USED TO DIVERT SMALL VOLUMES OF WATER TO STABLE OUTLETS. INEFFECTIVE AS A FILTER AND SHOULD NEVER BE PLACED ACROSS STREAMS OR DITCHES WHERE FLOW IS CONCENTRATED.	•					•	•
27	 PLASTIC SHEETS OR GEOTEXTILE COVER	PLASTIC SHEETS CAN BE USED TO CREATE A LINER IN TEMPORARY CHANNELS. CAN ALSO BE USED TO CREATE A TEMPORARY COVER TO PREVENT EROSION OF STOCKPILED MATERIALS.	•	•	•			•	
28	 MULCHING AND MULCH ANCHORING	ANCHORED MULCH PROVIDES EROSION PROTECTION AGAINST RAIN AND WIND. MULCH MUST BE USED ON SEEDED AREAS TO PROMOTE WATER RETENTION AND GROWTH. SHOULD BE INSPECTED AFTER EVERY RAINSTORM AND REPAIRED AS NECESSARY UNTIL VEGETATION IS WELL ESTABLISHED.	•	•				•	•
29	 INLET PROTECTION FABRIC DROP	PROVIDES SETTLING AND FILTERING OF SILT LADEN WATER PRIOR TO ITS ENTRY INTO THE DRAINAGE SYSTEM. SHOULD BE USED IN PAVED AREAS WHERE DRAINAGE STRUCTURES ARE EXISTING OR PROPOSED. ALLOWS FOR EARLY USE OF DRAINAGE SYSTEMS PRIOR TO PROJECT COMPLETION.		•				•	
30	 INLET PROTECTION GEOTEXTILE AND STONE	PROVIDES SETTLING AND FILTERING OF SILT LADEN WATER PRIOR TO ITS ENTRY INTO THE DRAINAGE SYSTEM. SHOULD BE USED IN PAVED AREAS WHERE DRAINAGE STRUCTURES ARE EXISTING OR PROPOSED. ALLOWS FOR EARLY USE OF DRAINAGE SYSTEMS PRIOR TO PROJECT COMPLETION		•				•	
32	 SLOPE ROUGHENING AND SCARIFICATION	A SIMPLE AND ECONOMICAL WAY TO REDUCE SOIL EROSION BY WIND AND WATER. CAN BE ACCOMPLISHED BY HARROWING WITH A DISK, BACK BLADING, OR TRACKING WITH A DOZER PERPENDICULAR TO THE SLOPE.	•					•	•
33	 MULCH BLANKETS AND HIGH VELOCITY MULCH BLANKETS	MULCH BLANKETS PROVIDE AN IMMEDIATE AND EFFECTIVE COVER OVER RAW ERODIBLE SLOPES AFFORDING EXCELLENT PROTECTION AGAINST RAIN AND WIND EROSION. HIGH VELOCITY MULCH BLANKETS WORK WELL FOR STABILIZING THE BOTTOM OF DITCHES IN WATERWAYS.	•	•				•	•



---

**Request to be added to the agenda**

---

**From** Jill Renaud Feagan <northstarjill@gmail.com>

**Date** Thu 10/9/2025 3:58 PM

**To** supervisor@tuscarorawtp.com <supervisor@tuscarorawtp.com>; clerk@tuscarorawtp.com  
<clerk@tuscarorawtp.com>

Dear Laura Decker and Trudy Maves,

The purpose of this letter is to formally request that the Township Board add an item to the agenda for the next regular meeting on Tuesday, October 14th 2025. Also, the board is requested to consider and vote on a resolution concerning abandonment of a section of Sturgeon Ave./Old Trail Lane.

The issue to be addressed is the abandonment of the end of county road Sturgeon Ave./Old Trail Lane. The area to be abandoned is 530' SW from the intersection of Sturgeon Ave. and Barbara Ave. A resolution on this matter is required by the Cheboygan County Road Commission.

The road in question has not been maintained by the Cheboygan County Road Commission for 20+ years and is not used as part of the main thoroughfare through Indian River. There are no residential homes on Sturgeon Ave./Old Trail Lane, the main use of this road is by customers leaving North Star Cafe's drive through or North Star Gardens parking lot. It is also worth noting Mr. Ken Swadling Mr. Jeff Swadling is in support of the abandonment of this section of Sturgeon Ave./Old Trail Lane.

A draft resolution outlining the proposed action is below to aid the board in its consideration.

Thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

Jeff Jakeway

Owner/CEO North Star Gardens

[jeff@northstargardens.com](mailto:jeff@northstargardens.com)

231.420.2651

Jill Renaud Feagan

Project Coordinator  
Trout Town Resort  
231.445.2431  
[northstarjill@gmail.com](mailto:northstarjill@gmail.com)

## **A Resolution of the Tuscarora Township Board**

### **Resolution No.:**

**WHEREAS**, Mr. Jeff Jakeway is petitioning for the abandonment and discontinuance of Sturgeon Ave./Old Trail lane 530' SW from the intersection of Sturgeon Ave and Barbara Ave to the road end at Sturgeon River.

**WHEREAS**, The Cheboygan County Road Commission has not maintained Sturgeon Ave./Old trail lane for 20± years.

**WHEREAS**, There are no residential homes on Sturgeon Ave/Old Trail Lane

**WHEREAS**, There is no public benefit: Sturgeon Ave/Old Trail Lane dead ends into the Sturgeon river. The road is not part of the main thoroughfare through Indian River and is mainly accessed by customers of North Star Cafe's drive through and/or North Star Gardens parking lot.

**NOW, THEREFORE, BE IT RESOLVED** that the Tuscarora Township Board hereby move to support the abandonment of the section of Sturgeon Ave/Old Trail lane 530' SW from the intersection of Sturgeon Ave. and Barbara Ave to the roads end at the Sturgeon River.



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

**TITLE:** Sewer Ordinance, No. 28, Article 2.1b

**SUMMARY:** Clarify the date of connection to the sewer main by property owners in Phase I and II.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** Ordinance No. 28.

**Tuscarora Township**  
CHEBOYGAN COUNTY, MICHIGAN

**SANITARY SEWER USE ORDINANCE**

**Ordinance No. 28**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS .....	1
1.1    Definitions A-I .....	2
1.2    Definitions J-R .....	2
1.3    Definitions S-Z .....	3
ARTICLE 2 - USE OF PUBLIC SEWERS.....	4
2.1    Connection Required.....	4
2.2    Connection for New Plats.....	5
2.3    Extensions to Serve Other Parcels.....	5
- BUILDING SEWERS AND CONNECTIONS .....	6
2.4    Connection Permit Required .....	6
2.5    Permit Application .....	6
2.6    Permit Duration .....	6
2.7    Payment of Costs; Indemnification of Township.....	6
2.8    Separate Sewer for Each Building.....	6
2.9    Old Building Sewers .....	6
2.10   Pipe Requirements.....	6
2.11   Building Sewer Diameter .....	6
2.12   Checkvalves.....	7
2.13   Fees Established .....	7
2.14   Distancing from Water Lines.....	7
2.15   Building Sewer Elevation and Slope.....	7
2.16   Lift Device Required .....	7
2.17   Riser.....	7
2.18   Specifications and Inspection .....	7
2.19   Joints.....	7
2.20   Sampling Manhole .....	7
2.21   Connection Specifications .....	7
2.22   Storm Water Prohibited.....	7
2.23   Compliance with Codes .....	8
2.24   Safety Measures.....	8
2.25   Notification for Inspection .....	8
2.26   Capacity Available Downstream .....	8
2.27   Maintenance.....	8
ARTICLE 3 - USE OF THE PUBLIC SEWER .....	8
3.1    Surface Storm and Cooling Water Prohibited .....	8
3.2    Proper Storm Water Disposal.....	8
3.3    Prohibited Discharges.....	8
3.4    Industrial Cost Recovery .....	10
3.5    Non-Complying Discharges .....	10
3.6    Pre-Treatment Facilities .....	11
3.7    Special Arrangements .....	11
3.8    Arrangements With Other Municipalities .....	11

ARTICLE 4 - ADMINISTRATION, ENFORCEMENT AND FINES.....	11
4.1 Entry and Damage Prohibited.....	11
4.2 Use Conditional .....	11
4.3 Remedies Cumulative .....	11
4.4 Notification Required .....	12
4.5 Sampling.....	12
4.6 Public Nuisances <i>Per Se</i> .....	12
4.7 Costs .....	12
4.8 Remedies and Cost Recovery .....	12
4.9 Misdemeanors.....	13
4.10 Enforcement.....	14
4.11 Administrative Orders .....	14
4.12 Termination of Service .....	14
4.13 Right of Entry.....	14
4.14 Authorized Officials.....	15
4.15 Appeals.....	15
ARTICLE 5 - RATES, FEES AND CHARGES .....	16
5.1 Rationale.....	15
5.2 Resolution Establishing.....	16
5.3 Billing and Collection .....	17
ARTICLE 6 - MISCELLANEOUS.....	18
6.1 Severance.....	18
6.2 Validity .....	18

## **TUSCARORA TOWNSHIP**

### **SANITARY SEWER USE ORDINANCE**

An ordinance to protect the health, safety and welfare of the people; to provide for the connection of structures in which sanitary sewage originates to an available public sanitary sewer system; to regulate the design, construction and use of public and private sewers and drains and private sewage disposal facilities; to prescribe limitation on the discharge of certain waters and wastes into a public sewer system; to provide for the administration of this Ordinance; and to establish remedies.

The Township of Tuscarora located in Cheboygan County, Michigan, ordains:

#### **FINDING OF NECESSITY**

A public sanitary sewage system is essential to the health, safety and welfare of the people of the Township. Failure or potential failure of septic tank disposal systems poses a menace to health, presents a potential for the transmission of disease, and for economic blight, and constitutes a threat to the quality of surface and subsurface waters of the Township. The connection of structures in which sewage originates to an available public sanitary sewer system at the earliest reasonable date; the proper design, construction and use of public and private sewers and drains and private sewage disposal facilities; and protective limitations on the discharge of certain waters and wastes into the public sewer system; are all matters for the protection of the public health, safety and welfare and are necessary in the public interest, which is hereby declared.

#### **ARTICLE 1** **DEFINITIONS**

1.1 Definitions A-I. The following definitions of words, phrases and abbreviations shall apply to this Sanitary Sewer Ordinance.

(a) "BOD" (denoting "Biochemical Oxygen Demand") means the quantity of oxygen utilized in the biochemical oxidation of organic matter, under standard laboratory procedure, in five (5) days at 20 degrees C and is expressed in terms of weight or in terms of concentration by milligrams per liter (mg/l).

(b) "Building Drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge inside the walls of the building and conveys it to the building sewer. The building drain shall begin five (5) feet outside the inner face of the building wall and terminate in the building.

(c) "Building Sewer" means the extension from the building drain to the public sanitary sewer or other place of disposal.

(d) "CBOD" (denoting "Chemical Oxygen Demand") means the oxygen-consuming capacity of organic and inorganic matter present in sewage expressed in milligrams per liter (mg/l).

(e) "Cesspool" means an underground pit into which raw household sewage or other untreated liquid waste is discharged, and from which the liquid seeps into the surrounding soil or is otherwise removed.

(f) "Chlorine Demand" means the difference between the amount of chlorine applied and the amount of free chlorine available at the end of contact time expressed in milligrams per liter (mg/l).

(g) "Connection Inspector" means the person designated by the Township Board or, if not by the Township Board, by the Township Supervisor, as responsible for inspecting connections of individual structures to the public sanitary sewer system.

(h) "Defined Sewer District" refers to all the parcels within the Special Assessment District that was established on April 11, 2012.

(i) "Domestic User" means a user of the System who discharges only Domestic Wastewater into the System.

(j) "Domestic Wastewater" means the liquefied wastes such as human excreta; wastes from sinks, lavatories, bathtubs, showers, laundries, and any other water carried wastes or organic nature either singly or in combination, from personal or residential sanitation.

(k) "GPD" means gallons per day.

(l) "Garbage" means solid wastes from the preparing, cooking and dispensing of food, and from the handling, sale, and storage of produce.

(m) "Holding Tank Waste" means any waste from holding tanks such as boats, chemical toilets, campers, trailers, motor homes, septic tanks, vacuum-pump tank trucks, other tank trucks, barrels, or other such tanks or containers.

(n) "Industrial Wastewater" means the liquefied or liquid carried wastes, solids, or semisolids from industrial, commercial or institutional processes as distinct from Domestic Wastewater.

(o) "Interference" means any discharge which alone or in conjunction with a discharge from other sources,

(1) inhibits or disrupts the System and any of its processes or operations, or the use or disposal of its sludge;

(2) causes a violation of any requirement of the applicable NPDES Permit (including an increase in the magnitude or duration of a violation).

1.2 Definitions J-R. The following definitions of words, phrases and abbreviations shall apply to this Sanitary Sewer Ordinance.

(p) "May" is permissive.

(q) "MDEQ" means the Michigan Department of Environmental Quality or any successor agency.

(r) "NPDES Permit" means the National Pollution Discharge Elimination System Permit issued for the System.



(s) "Natural Outlet" means any outlet into a watercourse, pond, lake, ditch, or other body of surface or groundwater.

(t) "Nuisance" means, but is not limited to, any condition where sewage or the effluent from any sewage disposal facility or toilet device is exposed to the surface of the ground; or is permitted to drain on or to the surface of the ground, into any ditch, storm sewer, lake, or stream; or when the odor, appearance or presence of this material has an obnoxious or detrimental effect on or to the senses and/or health of persons; or when it shall obstruct the comfortable use or sale of adjacent property.

(u) "Person" means any individual, firm, company, association, partnership, society, corporation, group, trust, or other legally recognizable organization or entity.

(v) "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

(w) "Properly Shredded Garbage" means the wastes from the cooking, preparation, and dispensing of food that have been shredded or cut to such degree that all particles will be freely carried under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension.

(x) "Public Sewer" means a Sanitary Sewer within the System.

(y) "REU" Residential Equivalent Unit: Unit basis for determining water usage and billing. One REU is equal to one single-family residence. Also known as a benefit.

1.3 Definitions S-Z. The following definitions of words, phrases and abbreviations shall apply to this Sanitary Sewer Ordinance.

(z) "Sanitary Sewer" means a sewer which carries Sewage. Storm, surface, and ground waters are not admitted to a sanitary sewer.

(aa) "Seepage Pit" means a cistern or underground enclosure constructed of concrete blocks, bricks, or similar material, loosely laid with open joints to allow septic tank overflow or effluent to be absorbed directly into the surrounding soil.

(bb) "Septic Tank" means a watertight tank or receptacle used to receive wastes from flush toilets, sinks, lavatories, bathtubs, showers, laundry drains, and any other similar waste lines. The septic tank is intended to provide for the separation of substantial portions of the suspended solids in such wastes and the partial destruction by bacterial action on solids so separated.

(cc) "Service Area" means a portion of the area within the boundaries of the Township.

(dd) "Sewage" means any combination of the water carried wastes from residences, business buildings, institutions, and industrial establishments.

(ee) "Sewage Disposal Facilities" means a privy, cesspool, seepage pit, septic tank, subsurface disposal system, or other devices used in the disposal of sewage or human excreta.

(ff) "Sewage Treatment Plant" means any arrangement of devices and structures used for treatment of sewage.

(gg) "Sewage Works" means all facilities for collecting, pumping, treating, and disposing of sewage.

(hh) "Sewer" means any pipe, tile, tube, or conduit for carrying sewage.

(ii) "Shall" is mandatory.

(jj) "Slug" means any discharge of water, sewage, or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds, for any period of time longer than fifteen (15) minutes, more than five (5) times the average twenty four (24) hour concentration or flows during normal operation.

(kk) "Standard Specifications" means the TUSCARORA TOWNSHIP Standard Specifications for Sanitary Sewer, as they may be amended or any successor standards adopted by the Township Board.

(ll) "State" means the state of Michigan, including any agency or official of competent jurisdiction.

(mm) "Storm Sewer" or "Storm Drain" means a sewer which carries storm or surface waters or drainage, but excludes sewage or polluted industrial wastes.

(nn) "Subsurface Disposal System" means an arrangement for distribution of septic tank effluent or overflow beneath the ground surface.

(oo) "Suspended Solids" means solids either floating on the surface of or suspended in water or sewage, and which are removable by laboratory filtering.

(pp) "System" means the complete sanitary sewer disposal system lying within the Township and includes all collection lines, mains, and other piping; all pump and lift stations; all control structures; all manholes; the sewage treatment plant; the outfall piping; and all appurtenances.

(qq) "Toilet Device" means a privy, outhouse, septic tank, or toilet, chemical closet, or other device used for the disposal of human excreta.

(rr) "Township" means Tuscarora Township a Michigan municipal corporation.

(ss) "User" means any person who is an owner, operator, or occupant of a premise connected to or discharging into the System.

## ARTICLE 2 USE OF PUBLIC SEWERS

### 2.1 Connection Required: Within the Defined Sewer District:

a) All structures of every kind and character situated within the Sewer District that are used or are available for use for household, commercial, industrial, institutional or other purposes in which there are toilet, kitchen, laundry, bathing or other domestic, industrial or commercial facilities generating sewage shall be connected directly to the public sanitary sewer.

b) The connection of existing structures to a newly installed public sanitary sewer which is available for connection as provided in paragraph (a) of this Section shall be made not later than 12 months from the date of publication of notice by the Township of the availability of the public sanitary sewer in a newspaper of general circulation in the

Township. Provided, however, that upon a finding by the Local Health Department that sewage emanating from a structure is causing an immediate health hazard or public nuisance, the Township or the Local Health Department may require the connection to be made forthwith after notice to the owner of the property on which the structure is located. The notice may be given by first class or certified mail or by posting on the property.

c) The connection of structures to a public sanitary sewer which are completed, or which are modified so as to become a structure in which sewage originates, after the date of installation of the available public sanitary sewer shall be made not later than the time such structure or modified structure is completed and is available for use.

## 2.2 Connection for New Plats - Inside the defined Sewer District:

The owner or owners of any lands platted or divided into four or more lots in the Service Area after the effective date of this Sanitary Sewer Ordinance may apply for a Public Sewer to be installed in the plat at the owner's expense and pay such other fees as required. This sewer shall meet the construction and capacity requirements as directed by the Township. The owner(s) shall apply to connect each of these plat sewers to the existing Public Sewer in the Service Area in which the plat is located. Such application shall be approved by the Township. The Township's designated engineer shall review all plans and specifications, and the owner or developer of the lots shall pay all costs incurred by the Township for the review and approval of such plans and specifications and for the inspection and approval of the sewers installed in the plat, as well as their connection to the Public Sewer. Once constructed and accepted by the Township, such sewers in the plat shall be Public Sewers.

Township Board Approval is required for parcels outside of the defined Sewer District.

## 2.3 Extensions to Serve Other Parcels- Inside the defined Sewer District:

One service connection will be provided to all parcels within the Sewer District as part of the special assessment amount. Any additional connections or extensions would be at the property owner's expense.

Owners of undeveloped parcels located within the Service Area who requested that Public Sewer service not be extended to the undeveloped parcel at the time of construction may, at a future date, request that the parcel be serviced by the Public Sewer. If no service connection or lateral was constructed to such property, no such connection shall occur until a service connection and lateral area is constructed in accordance with the Township's specifications and under the review of the Township Engineer. The owner or developer shall obtain all required County Road Commission and other permits. The plans and specifications for the building drain, building sewer, service connection, and lateral shall be submitted to the Township and may be referred to the Township's designated engineer for review and approval. The property owner or developer shall pay all costs of the connection, including all costs incurred by the Township to review and approve plans and to inspect the same. The owner or owners of the parcel shall apply to connect to the existing Public Sewer of the Service Area in which the land is located. Such application must be approved by the Township. The owner(s) of the parcel shall be responsible for payment of all costs related to construction and connection of the service, including, but not limited to, actual construction costs; backfill, restoration, and replacement costs; and all applicable permit, inspection, and hook-up fees. Construction and connection of the

service shall be in accordance with the Standard Specifications. Also, all conditions and requirements of this Sanitary Sewer Ordinance shall be satisfied by the owner(s) before the Township will allow connection to the system.

Township Board Approval is required for parcels outside of the defined Sewer District.

## BUILDING SEWERS AND CONNECTIONS

2.4 Connection Permit Required. No unauthorized persons shall uncover, make any connections with or open into, use, alter, or disturb any Public Sewer or its appurtenances without first obtaining a written permit from the Township.

2.5 Permit Application. Prior to connection of a Building Sewer to the Public Sewer, the owner or the owner's agent shall submit a permit application to the Township. This application will be on a special form furnished by the Township. The permit application shall be supplemented by any fees, and by any plans, specifications, or other information required. Any user which will be discharging non-Domestic Wastewater shall provide detailed information about the quantities, characteristics, timing, and other aspects of its anticipated discharges into the Public Sewers, as well as details of any pre-treatment, slug control, discharge rate controls, spill prevention plans, and other controls or safeguards to be in the applicant's facility.

2.6 Permit Duration. A permit shall be valid for a period of one year from the date of issuance.

2.7 Payment of Costs; Indemnification of Township. During the initial phase of construction a service lead will be extended from the sanitary sewer to the property line. The Building Sewer will make connection to that service lead at the property line. All costs and expenses incident to the installation and connection of the Building Sewer shall be borne by the owner or applicant. A contractor hired or approved by the Township shall construct any needed lateral or stub from the Public Sewer main to the property line. The property owner shall pay all costs of such construction. The owner or applicant shall indemnify the Township from any loss or damage that may directly or indirectly be occasioned by the installation of the Building Sewer.

2.8 Separate Sewer for Each Building. Separate and independent Building Sewer leads shall be provided for every building. Exceptions will be considered by the Township only for pre-existing buildings which cannot otherwise be connected to the Public Sewer. Exceptions will also be considered by the Township for integrated manufacturing facilities with process or assembly connections between buildings.

2.9 Old Building Sewers. Old Building Sewers may be used in connection with new buildings only when they are found, on examination and test by the Township or the Connection Inspector, to meet all requirements of this Sanitary Sewer Ordinance and adopted plumbing code standards.

2.10 Pipe Requirements. The Building Sewer shall meet the requirements of the Standard Specifications.

2.11 Building Sewer Diameter. The size of the building sewer shall not be less than six (6) inches in diameter for all new construction with two (2) REU's or more. Existing buildings making connection to the system may use their existing piping on their own property upon the owner's discretion. Typical piping requirements are 4" for residential and 6" for commercial.

2.12 Check valves. All Building Drains shall have check valves or other backflow preventers. The failure to have proper functioning check valves or other backflow preventers shall serve as a defense to the Township against any and all claims including but not limited to a property damage claim or physical injury claim as a result of a sewage disposal event pursuant to MCL 691.1417.

2.13 Fees Established. The Township shall be responsible for the establishment of, and provide for the collection of, all permit, hook-up, and inspection fees as may be required.

2.14 Distancing from Water Lines. A minimum distance of ten (10) feet shall be maintained between the Building Sewer and any water-carrying pipes.

2.15 Building Sewer Elevation and Slope. Whenever possible, the Building Sewer shall be brought to the building at an elevation below the basement floor. No Building Sewer shall be laid parallel to and within three (3) feet of any bearing wall. The minimum depth of the Building Sewer at the property line shall be six (6) feet below the established street grade. Where this minimum depth cannot be obtained, the Building Sewer shall be laid with a rise of one-quarter (1/4) inch per foot.

2.16 Lift Device Required. In all buildings in which any Building Drain is too low to permit gravity flow to the Building Sewer, Sewage to be carried by the Building Drain shall be lifted by approved means and discharged to the Building Sewer.

2.17 Riser. Where the Public Sewer is more than twelve (12) feet deep measured from established street grade, a riser shall be constructed on the Public Sewer, bringing it up to six (6) feet using methods and materials approved by the Township.

2.18 Specifications and Inspection. All excavations, pipe laying, and backfill required for the installation of Building Sewers shall be done to conform to requirements and standards approved by the Township. No backfill shall be placed until the work has been inspected and approved by the Connection Inspector. Cinders shall not be used as backfill.

2.19 Joints. All joints and connections shall be made gastight and watertight and meet the requirements of the Standard Specifications.

2.20 Sampling Manhole. Upon Township review applicants which will be discharging non-Domestic Wastewater into the System may be required to construct and install a sampling manhole in a location, outside of any building or structure on the premises, which is accessible at all times by the Township employee who shall review and approve the plans and specifications for that manhole.

2.21 Connection Specifications. The connection of the Building Sewer to the Public Sewer shall be made at the wye or tee branch. If the property owner wishes to connect a Building Sewer to the Public Sewer and no wye or tee branch is available, the owner shall meet with the Township and, if required, with the Township Board. At this meeting, the parties will determine the exact location and method of cutting into the Sewer and materials to be used.

2.22 Prohibited Connections.

Storm Water / Artesian Wells: No person shall make connection of roof down-spouts, exterior footing or foundation drains, areaway drains, storm drains, or other sources of surface runoff or groundwater (including artesian wells and any type of geothermal system waste) to a Building Sewer or building drain which in turn is connected directly or indirectly to any Public Sewer.

2.23 Compliance with Codes. Connection of the Building Sewer to the Public Sewer shall conform to requirements of the Standard Specifications, building and plumbing codes, and this Sanitary Sewer Ordinance along with appropriate specifications of the A.S.T.M., the W.P.C.F. Manual of Practice No. 9 and the Ten State Standards. Any deviation from the prescribed procedures and materials must be approved by the Township.

2.24 Safety Measures. All excavations for Building Sewer installation shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Township at the expense of the owner.

2.25 Notification for Inspection. The applicant for the Building Sewer permit shall notify the Connection Inspector when the Building Sewer is ready for connection with the Public Sewer. The connection shall be made under the supervision of the Connection Inspector.

2.26 Capacity Available Downstream. Connections will not be permitted if there is inadequate capacity available in the downstream portions of the Public Sewer or at the sewage treatment plant.

2.27 Maintenance. The owner of the property which is served by the System shall, at his own expense, maintain and repair the Building Drain and the portion of the Building Sewer located on his property. The property owner shall be responsible for the maintenance and cleaning of the entire Building Drain and Building Sewer from the structure in which sanitary sewage originates out to the Public Sewer main. The Township shall be responsible for the maintenance, cleaning and repair of the Public Sewer main and for the repair or replacement of broken or crushed portions of the Building Sewer from the main to the property line and shall have no responsibility of any sort for the Building Sewer or the Building Drain located on the owner's property. The Township obligation to clean sewer lines extends only to the Public Sewer main which collects and transmits the sewage of various properties served by the System. The Township shall have no responsibility to clean the Building Sewer, any private sewer lines or lateral lines.

### ARTICLE 3 USE OF THE PUBLIC SEWER

3.1 Surface Storm and Cooling Water Prohibited. No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, or cooling waters into any Public Sewer.

3.2 Proper Storm Water Disposal. Storm water and all other unpolluted drainage shall be discharged to the ground surface, or to a natural outlet approved by the Township or the State.

3.3 Prohibited Discharges. Except as provided by more specific limits stated in this Sanitary Sewer Ordinance, no person shall discharge or cause to be discharged any of the following to any Public Sewers:

- (a) BOD<sub>5</sub> in excess of 300 mg/l.
- (b) COD in excess of 450 mg/l.

- (c) Chlorine Demand in excess of 15 mg/l.
- (d) Any explosive liquid, solid, or gas including, but not limited to, any benzene, naphtha, fuel oil, or other flammable material, and including, but not limited to, any substance which results in sewage having a closed air flashpoint of less than 140°F or 60°C.
- (e) Pollutants having a corrosive property capable of causing damage to the structures, equipment or employees of the sanitary sewer system, including but not limited to wastewater with a pH less than the limit set forth in subsection (n) below.
- (f) Any Garbage which is not Properly Shredded.
- (g) Grease, oils, wax, fats, or any other substances that will solidify or become viscous in the sewer at temperatures between 32°F and 150°F.
- (h) Inert suspended solids, such as but not limited to fuller's earth, lime slurries and lime residues, or dissolved solids, such as but not limited to sodium chloride and sodium sulfate, in unusual concentrations; or any material which can be disposed of as trash.
- (i) Substances which tend to settle out in the sewer, causing stoppage or obstruction to flow.
- (j) Liquids which are corrosive.
- (k) Garbage with particles greater than one-half inch in dimension.
- (l) Insoluble, solid, or viscous substances such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, tar, feathers, plastics, wood, hair, paunch manure or any substance which can be disposed of in the trash.
- (m) Any noxious or malodorous gas or substance capable of creating a public nuisance.
- (n) Substances having a pH less than 6.5 and greater than 9.0.
- (o) All toxic, poisonous or radioactive wastes exceeding limits established by applicable state and federal regulations.
- (p) Any substance harmful to pipes, jointing material, and manholes.
- (q) Any live animals or fish.
- (r) Suspended solids in excess of 350 mg/l.
- (s) Wastes having a temperature less than 32°F or greater than 150°F.
- (t) Any substance which could cause any blockage of any pipes or could cause interference.
- (u) Any Holding Tank wastes except as approved by the Township in accordance with policies of the Township and only at such places in the System as may be designated by and after the sampling and analysis required by such policies.

- (v) Color, as from, but not limited to, dyes, inks, and vegetable tanning solutions, if they interfere with light absorbency or analytical determinations.
- (w) Discharges resulting in excess foaming during treatment.
- (x) Anti-freeze, motor oil, brake fluid, transmission fluid, hydraulic fluid, cleaning solvents, oil-based paint, and paint thinners.
- (y) Any discharge violating any order of the Township, any permit requirement, or any order of an agency or court of competent jurisdiction.

#### 3.4 Industrial Cost Recovery.

(a) Applicability. Any non-governmental non-Domestic User of the System which discharges more than the equivalent of 25,000 gpd of non-domestic wastewater into the System and which is identified in the Standard Industrial Classification Manual, 1972, United States Office of Management and Budget, as amended and supplemented, under one of the following divisions:

- Division A. Agricultural, Forestry and Fishing.
- Division B. Mining.
- Division D. Manufacturing.
- Division E. Transportation, Communications, Electric, Gas, and Sanitary Services.
- Division I. Services.

including (i) any discharger listed in those divisions with a volume exceeding 25,000 gpd or the weight of BOD or suspended solids equivalent to the weight of BOD or SS normally found in 25,000 gpd of Domestic Waste; (ii) any user discharging into the System any substance in a quantity which either singly or by interaction with other wastes, causes an Interference, a Nuisance, or a hazard to any person or animal, shall comply with section 3.5 of this Ordinance.

(b) Cost Recovery If any user were to contribute ten percent or more of any one design parameter that is flow, BOD, or SS, a letter of intent to use the Sewage Treatment Plant shall be required. Those users contributing less than ten percent will not be required to submit a letter of intent but shall be subject to an industrial cost recovery charge. Such users shall construct a sampling control manhole for the purpose of measuring the amount of and determining the type of non-domestic wastewater introduced to the Sewage Treatment Plant by the user. As a result of the flow measuring and sampling, the Township may require the Non-Domestic Wastewater to be pretreated prior to introduction to the Public Sewer. If for any reason such a user should cease operation during the cost recovery period, it will not be held responsible for cost recovery payments. The capacity formerly utilized by that user shall become available for increases in loading or for new industrial users. The removal of a user from the cost recovery system shall not in any way affect the industrial cost recovery charge for any other user.

3.5 Non-Complying Discharges. If any sewage or substances are discharged, or are proposed to be discharged to the Public Sewers in violation of Section 3.3 of this Sanitary Sewer Ordinance, and which in the judgment of the Township may have a deleterious effect upon the



System, its processes, its effluent, or the receiving waters, or which might otherwise be hazardous or constitute a public nuisance, the Township may:

- (a) Reject the Sewage or other substances.
- (b) Require pre-treatment to an acceptable condition for discharge to the Public Sewers
- (c) Require control over the quantities and rates of discharge into the Public Sewers.
- (d) Require payment to cover the added cost of handling and treating the Sewage or other substances as provided in this Article.

If the Township permits the pre-treatment or equalization of Sewage flows, the design and installation of the plant and equipment shall be subject to the review and approval of the Township, and subject to the requirements of all applicable laws, rules, regulations, orders, directives, and permit requirements.

3.6 Pre-Treatment Facilities. Where pre-treatment or flow equalizing facilities are provided on a User's premises, they shall be constructed, installed, operated, repaired, and maintained continuously in satisfactory and effective operation, by the owner at the owner's expense.

3.7 Special Arrangements. Nothing in this Sanitary Sewer Ordinance shall prevent any special agreement or arrangement between the Township and any non-Domestic User whereby a non-domestic wastewater of unusual strength or character may be accepted in the System for treatment, subject to payment therefore, by the non-Domestic User.

3.8 Arrangements With Other Municipalities. Nothing in this Sanitary Sewer Ordinance shall prevent any agreement or arrangement between the Township and any municipality whereby sewage from another municipality may be accepted in the System for treatment, subject to payment by the municipality.

#### ARTICLE 4 ADMINISTRATION, ENFORCEMENT AND FINES

4.1 Entry and Damage Prohibited. No person, without prior written authorization, shall break, damage, destroy, uncover, deface, tamper with, climb upon or enter into any line, main, pipe, manhole, pump, lift station, plant, building, structure, equipment, facility, improvement or appurtenance belonging to or part of the System.

4.2 Use Conditional. Use of the System and any discharge into any Public Sewer is conditional upon compliance with this Sanitary Sewer Ordinance including, without limitation, the payment of all rates, fees and charges for such use and the compliance with all orders, directives, permit requirements and requests for information pursuant to this Sanitary Sewer Ordinance. Users of the System are required to comply with all such orders, directives, permit requirements and information requests issued or made pursuant to this Sanitary Sewer Ordinance.

4.3 Remedies Cumulative. All remedies provided in the Sanitary Sewer Ordinance, including, without limitation, those in Article 5 and this Article 4, are cumulative of each other and of any other remedies available at law or in equity.

4.4 Notification Required. Any owner, occupant or operator of any premises or other person who knows or has reason to know a discharge into the System or any Public Sewer within the System has occurred or is going to occur in violation of Article 3 of this Sanitary Sewer Ordinance shall immediately notify the Township or, if the Township cannot be contacted, any other Township official, of the time, source, quantity and characteristics, including any offending characteristics, of that discharge. Such notification shall include any corrective actions which have been taken. Such notification shall be followed, within 24 hours, with a written report providing updated information fully disclosing all the above information in addition to a detailed description of how the violation occurred.

4.5 Sampling. The Township may sample or cause to be sampled at such times and frequencies as the Township may deem appropriate the Sewage of any User. If a violation is found after analyses, the violating user shall reimburse the System the cost of any such sampling and analyses.

4.6 Public Nuisances Per Se. A violation of this Sanitary Sewer Ordinance is declared to be a public nuisance *per se* for which the Township may avail itself of any remedies available at law or in equity.

4.7 Costs. Any person violating any provision of this Sanitary Sewer Ordinance shall, in addition to any other fines or consequences, reimburse the Township for any costs it may incur to investigate and prosecute that violation, to remedy or repair any damage to the System as a result of such violation, to pay any fines or penalties incurred as a result of any violation (such as a resulting violation in an NPDES Permit), to better assure such violations or damages do not recur, to compensate any persons injured or to pay for any damage to property (including natural resources) damaged as a result of any violation and for any other costs that incurs as a result of any violation. Costs may include without limitation, engineering and consultant fees, sampling and analytical fees, legal fees, personnel costs, costs for replacing Systems equipment or components, fines or penalties paid to the MDEQ or other agency, equipment rental, and other costs.

4.8 Remedies and Cost Recovery.

(a) The Township may obtain any remedy allowed by law for any violation of any discharge limitation, a pretreatment standard or requirement.

(b) A violation of this Sanitary Sewer Ordinance shall make the violator, including without limitation the owner of the property in violation or on which the violation occurs, liable for a civil fine up to \$1,000, or other amount allowed by law for each violation of any pretreatment standard or requirement. The following rules apply to violations:

- (i) Each day that a violation continues shall constitute a separate offense.
- (ii) Each substance or quantity discharged into the System in violation of Article 3 of this Sanitary Sewer Ordinance shall constitute a separate offense.
- (iii) A separate violation occurs for each pollutant that exceeds an applicable discharge limitation or pretreatment standard.

- (iv) If a user is in noncompliance with any discharge limitation or pretreatment standard that is a monthly average, 30-day average, seven day average or other daily average, then the user has one violation on each day of the averaging period.
- (v) If for any period a user has violated both a maximum and an average discharge limitation or pretreatment standard for a particular pollutant, then the total number of violations is the sum of the days on which the maximum standard was violated and the days in the averaging period.
- (vi) One violation occurs on:
  - (A) Each day that a report is late; and
  - (B) Each day after an action required to be completed is not completed.
- (c) If a user's discharge results in a deposit, an obstruction, damage or an impairment in the sanitary sewer system, then the user shall be liable to the Township for the costs of cleaning, repairing or replacing the affected components.
- (d) In any enforcement action, the Township may recover from the user subject to the enforcement action the Township's costs for sampling, analysis, other surveillance measures and time devoted to the action by the Township, Township Attorney or other personnel.
- (e) A user shall be liable to the Township for fine or costs or other liability imposed upon the Township if:
  - (i) The user has violated any discharge limitation or pretreatment standard or requirement.
  - (ii) The user's violation has caused the Township to violate any requirement to which it is subject or increased the magnitude or duration of a violation or resulted in the Township's incurring any other liability.
  - (iii) An enforcement action against the Township by the DNR, the EPA or any other person resulted in the penalty or other liability being imposed upon the Township.
- (f) In addition to any other rates, fees, charges, fines, penalties or other costs, a user shall be responsible for any additional costs incurred by the Township as a result of the user's violation of this article, including without limitation expenses for additional monitoring, sampling or analysis, expenses for additional investigation, costs for additional reports, costs for storing, dumping or treating discharges, costs of damage to or loss of the treatment works or natural resources, fines and penalties. The user shall be notified of all such charges and shall pay them within 30 days of notification. Failure to pay shall be a violation of this article.

#### 4.9 Misdemeanors.

- (a) A person who knowingly submits or prepares for submission to the Township a false statement, representation, or certification in any application, record,

report, plan or other document, is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not more than \$500.00, or both. Each violation constitutes a separate and distinct offense.

(b) A person who knowingly tampers with or alters a monitoring device or process (including, without limitation, a meter), causing inaccurate readings or results, is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not more than \$500.00, or both. Each violation constitutes a separate and distinct offense.

#### 4.10 Enforcement.

(a) This Sanitary Sewer Ordinance is enforceable by the Township, its constituent municipalities and any municipality contracting with the Township for service. A person charged with and authorized to enforce this Sanitary Sewer Ordinance may issue a citation or an appearance ticket to any person who is reasonably believed to have violated any of this Sanitary Sewer Ordinance.

(i) The Township shall exercise its enforcement powers against a violator within any constituent municipality or any municipality contracting with the Township for service.

(ii) A municipality may exercise its enforcement powers against a violator located in territory under its jurisdiction.

(b) Enforcement powers include the power to bring an action in a court of competent jurisdiction to enjoin the violation of this Sanitary Sewer Ordinance, to bring an action to recover actual damages sustained due to a violation of this Sanitary Sewer Ordinance and to be awarded costs and fees in those actions as provided in sections 2401 to 2461 of the Revised Judicature Act of 1961, 1961 P.A. 236, as amended.

4.11 Administrative Orders. The Township may, in case of any violation of the provisions of Article 3 of this Sanitary Sewer Ordinance order the User to pre-treat its Sewage or to control the quantities and rates of its discharges to the Public Sewer. Such order shall be in writing and shall provide a date by which the necessary facilities are constructed, installed and put into operation. Users to which such an order is issued shall comply with the requirements of Section 3.5 of this Sanitary Sewer Ordinance pertaining to the application for and construction and installation of such facilities.

4.12 Termination of Service. In case a violation of any provision of the Sanitary Sewer Ordinance constitutes or results in an imminent threat to the public health or safety or an imminent violation of an NPDES Permit requirement, the Township may immediately, upon written notice to the User, terminate the User's use of the System. In other situations, service may be terminated after written notice and an opportunity for a hearing before the hearing panel. (see Section 4.15 Appeals Procedures.)

4.13 Right of Entry. The Township, the Connection Inspector, the MDEQ, any agent of the Township for any premises within the System's Service Area, and any agent of a Constituent Municipality, shall have the right during any reasonable business hours to enter the premises of any User to inspect, observe, measure, sample and test to assure compliance with this Sanitary Sewer Ordinance. Such persons shall provide identification upon the request of any property owner or occupant.

4.14 Authorized Officials. The Township may hire such employees and agents as it deems reasonably necessary and convenient for the administration of the sanitary sewer system. The Township may also appoint special committees or panels to address any issues that may arise to provide the Township Board with guidance. The Connection Inspector and any officer of the Township are designated as Township officials authorized to issue civil infraction notices and citations as provided in this Sanitary Sewer ordinance.

4.15 Appeals.

(a) Any person aggrieved by an action of the Township or the Connection Inspector pursuant to this Sanitary Sewer Ordinance may appeal in writing to the Township Clerk who shall transmit the appeal to the Township Board. That body shall at its next regular meeting either decide to itself hear the appeal as the appeal panel or appoint a separate appeal panel of not less than three persons who may be Township officers or employees (provided they are not subordinates to the official from whom the appeal was made), consultants, engineers, attorneys or others and need not be Township residents.

(b) The written appeal shall state with specificity the issue being appealed, the basis for the appeal, the supporting facts for the appeal, the supporting legal basis, if any, for the appeal, the relief sought and any other information deemed relevant to the appeal and shall have attached all supporting documents.

(c) The appeal panel shall provide the appellant and the official from whom the appeal was made notice of the time and place for a hearing on the appeal which shall not be more than sixty (60) days after the appeal was filed and of the rules and procedures to be followed at the hearing. The hearing may be informal and need not follow any formal rules of evidence.

(d) The appeal panel shall within thirty (30) days after the hearing and any time after the hearing allowed for the filing of supplemental information, render its decision in writing. It may affirm the decision of the official from whom the appeal was made, reverse that decision or modify the decision. It may also condition its decision with terms the appeal panel deems necessary to assure the protection of the public health, safety and welfare, and the protection of the System.

(e) If the appellant does not prevail in the appeal, the appeal panel may order the appellant to pay all costs incurred by the Township or by a Constituent Municipality as a result of the appeal.

(f) The decision of the hearing panel shall be final.

## ARTICLE 5 RATES, FEES AND CHARGES

5.1 Rationale. It is recognized that use of the System requires payment of costs of providing the services of the System. Such costs include not only the day-to-day operation and maintenance costs, but also the costs incurred to construct and install the System components, the cost to undertake reasonably foreseeable repairs and replacement, etc. When the System components were designed and constructed,

they necessarily needed to be sized to accommodate all foreseeably possible usage of the System from a premises and so the System is available to accommodate such reasonably foreseeable usage. Accordingly, certain charges are imposed regardless of actual usage while other charges recognize that those who actually make more use of the System should pay more.

5.2 Resolution Establishing. The rates, fees and charges, including but not limited to the Residential Equivalent Unit/Benefit Charges as calculated utilizing the Township Schedule of Benefits Table, for permits issued pursuant to this Sanitary Sewer Ordinance, and for connection to and use of the System shall be in such amounts as are established by resolution of the Township Board.

(a) Such rates, fees and charges shall be established in amounts sufficient to pay all costs of the operation, maintenance and repair of the System and any amounts required to be paid or maintained under the terms of any bonds or other obligations of indebtedness of the System, including without limitation, a fund balance reasonably anticipated to be sufficient to fund reasonably anticipated equipment replacement and emergency repairs of the System.

(b) The use of a meter on the premises to calculate flow for the purpose of billing for use may be at the option of the property owner if they have two (2) or more REU's but the Township reserves the right to require a meter for users if it is deemed necessary to properly bill that customer for operational cost.

(c) Such rates, fees and charges may, in the discretion of the Township Board include the following in such amounts or at such rates as determined by the Township Board:

(1) Permit fees in amounts as are reasonably determined to cover the costs of permit issuance, inspection and enforcement.

(2) Connection fees in amounts reasonably determined to be sufficient to pay some of the capital and/or debt retirement costs of the System.

(3) Flat rate sewer use charge per REU.

(4) Readiness to serve charges or debt service charges based upon residential equivalent units, meter size or other methodology as determined by the Township in amounts reasonably determined to be sufficient to pay some of the capital and/or debt retirement costs of the System and/or all or a portion of the operation, maintenance, repair and replacement costs of the System.

(5) Commodity or usage charges in amounts reasonably determined to be sufficient to pay some of the capital and/or debt retirement costs of the System and/or all or a portion of the operation, maintenance, repair and replacement costs of the System.

(6) Special rates, fees and charges in amounts and on such basis as is reasonably determined to be sufficient to pay the costs of special services.

(c) At least annually the Township shall review the rates, fees and charges and adjust them as necessary to meet the requirements of this rule 5.2.



- (d) Irrigation systems may be connected before the meter or be metered separately and used as a deduct meter because that flow will not be going into the sewer system and should not be part of the metered use.
- (e) No free service shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality.

### 5.3 Billing and Collection.

- (a) When System rates, fees and charges are not timely paid, it is necessary to re-bill, to undertake other procedures required by this article, to prepare separate notices and accountings and undertake other tasks that are not needed if they are timely paid. In addition, the other System users essentially subsidize the non-paying or late paying user's use of the System. The System is not established, operated or well-adapted to provide financing services for its users. Accordingly, charges are made to compensate the System for the costs incurred due to untimely payments.
- (b) Bills will be rendered at such intervals as are determined by resolution of the Township Board, but not less frequently than quarterly.
- (c) Bills shall be due and payable without interest or late fee at such time after billing as is stated on the bill, provided not less than fifteen (15) days shall be given for such payment after the billing date.
- (d) Bills not paid by the due date shall bear interest at such rate and be subject to a rebilling fee as determined by the Township Board.
- (e) Service, installation, inspection, use and material rates, fees and charges, including late fees and interest due thereon, shall constitute a lien on the premises served from the date of such service unless the Township is served with written notice that a tenant is responsible for such charges. The Township official or officials in charge of the collection shall annually, not later than September 1 of each year, certify to the tax assessing officer of the Township the fact and the amount of the delinquency in payment for sewer services to the property. Such lien shall have the same priority and shall be collectible in the same manner as delinquent ad valorem real property taxes. If the Township is provided with notice in writing, including a copy of the lease of the affected premises, that a tenant is responsible for the sewer charge, the Township Board may require as a condition to rendering sewer services to such premises a cash deposit equal to service charges at current rates for three months (one quarter) as security for the payment of service charges.
- (f) In addition to the other methods of collection and enforcement provided in this rule or in law or at equity, the Township may, after notice of its intention to do so and of the opportunity for a hearing to show cause why it should not occur, have the right to shut-off sewer service to any premises for which rates, fees and charges for sewer service are not paid by the due date, and such service shall not be re-established until all delinquent charges, interest, penalties and a turn-on charge, to be specified by the Township, have been paid.

(g) In addition to the other methods of collection and enforcement provided in this rule or in law or at equity, the Township shall have the option of collecting all rates, fees, charges, interest and late fees due pursuant to this Sanitary Sewer Ordinance by legal proceedings in a court of competent jurisdiction.

## ARTICLE 6 MISCELLANEOUS

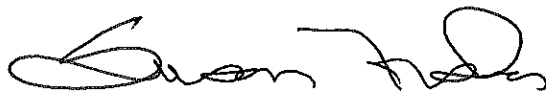
6.1 Severance. If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of the ordinance, it being the intent of the Township that this ordinance shall be fully severable.

6.2 Repealer. All ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

6.3. Effective Date. This ordinance shall become effective 30 days after adoption and publication.

## CERTIFICATION

I, SUSAN FISHER, Clerk for the Township of Tuscarora, County of Cheyebogan, State of Michigan, certify that this is a true copy of an Ordinance adopted by the Board of Trustees of the Township of Tuscarora at a special meeting on the 10<sup>th</sup> day of July, 2013 pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be made available as required by said Act.

  
\_\_\_\_\_  
Susan Fisher, Township Clerk

First Publication Date: July 18, 2013  
Adoption Date: July 10, 2013



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

**TITLE:** A/P Process

**SUMMARY:** Review the account payable process, responsibilities, checks/balances, post audit for prevention of late fees and interest.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Trustee Hutchison

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

**ATTACHMENTS:** PNC cc statement 9-25-28



Received

OCT 09 2025

Tuscarora Township

## Business Card

Account # XXXX XXXX XXXX  
Statement closing date 09/28/25  
New balance \$10,478.90  
Total amount due \$391.00  
Due date 10/24/25

Questions?

Visa Signature® BusinessOptions® Card

## Your account summary

Previous balance	\$6,781.48
Payment received	\$0.00
Purchases	\$3,664.90
Credits	\$187.21
Cash advances	\$0.00
Late and overlimit fees	\$49.00
Finance charges	\$170.73
<b>New balance</b>	<b>\$10,478.90</b>
<b>Past due amount - due now</b>	<b>\$67.00</b>
Minimum payment	\$324.00
<b>Total minimum payment</b>	<b>\$391.00</b>
<b>Total amount due</b>	<b>\$391.00</b>
<b>Due date</b>	<b>10/24/25</b>
Total credit limit	\$25,000.00
Total available credit	\$14,439.00
Cash advance available credit	\$6,250.00

## Your rewards summary

Your \$187.21 reward has posted as a credit to your statement.

Previous total	\$132.24
Earned this period	\$54.97
Issued this period	\$187.21
<b>New total</b>	<b>\$0.00</b>

Earn a 1.5% cash rebate for every purchase made on your BusinessOptions card.

## Your transactions

TRANS DATE	POST DATE	REFERENCE NUMBER	DESCRIPTION	AMOUNT
09/28	09/28		LATE FEE	\$49.00
09/28	09/28		*FINANCE CHARGE*	170.73

(continued on next page)



PO Box 1802  
Dayton OH 45401

☐ Check here if address, phone or e-mail changes are indicated on reverse side

Account # XXXX XXXX XXXX  
New balance \$10,478.90  
Total amount due \$391.00  
Due date 10/24/25

PAYMENT ENCLOSED

\$

Make check payable to:

PNC BANK  
PO Box 71335  
Philadelphia PA 19176-1335



TUSCARORA TOWNSHIP  
TUSCARORA TOWNSHIP  
PO BOX 220  
INDIAN RIVER MI 49749-0220

5523  
Q102



## ACCOUNTS PAYABLE VOUCHER

PAGE: 1

VOUCHER NO.

WARRANT NO.

DATE ALLOWED 10 24 2025  
Mo. Day Yr.

IN THE SUM OF \$ 3697.42

# TUSCARORA TOWNSHIP

Payee	PNC VISA
-------	----------

VENDOR # 00780 PNC VISA 316 N MAIN ST  CHEBOYGAN, MI 49721	Purchase Order No.  Terms  Due Date 10/24/2025
--	--

V #	W #
--------	--------

INVOICE DATE	INVOICE NUMBER	APPROP NUMBER	PROJECT	DESCRIPTION	AMOUNT
09/28/2025	09282025	207-301-915.00		DUES AND MEMBERSHIPS	115.00
09/28/2025	09282025	207-301-752.00		OPERATING SUPPLIES	35.53
09/28/2025	09282025	101-101-752.00		TWP BD OFFICE SUPPLIES	203.17
09/28/2025	09282025	101-253-916.00		TREASURER EDUCATION AND TRAINING	549.82
09/28/2025	09282025	271-790-750.00		OFFICE SUPPLIES	120.42
09/28/2025	09282025	271-790-751.00		MAINTENANCE SUPPLIES	26.97
09/28/2025	09282025	271-790-752.00		BOOKS - ADULTS	518.90
09/28/2025	09282025	271-790-752.13		CHILDREN BOOK	242.82
09/28/2025	09282025	271-790-850.00		COMMUNICATIONS	75.31
09/28/2025	09282025	271-790-880.00		COMMUNITY PROMOTION - PROGRAMMIN	107.67
09/28/2025	09282025	271-790-915.00		MEMBERSHIP & DUES	17.84
09/28/2025	09282025	271-790-752.05		YOUNG ADULT BOOKS	24.54
09/28/2025	09282025	271-790-933.00		SOFTWARE MAINT AGREEMENT	26.95
09/28/2025	09282025	271-790-754.00		COMPUTER AND TECHNOLOGY SUPPLIES	1,599.96
09/28/2025	09282025	101-101-809.00		TWP BD FEES	219.73
09/28/2025	09282025	207-301-964.00		REFUNDS AND REBATES	(73.60)

TUSCARORA TOWNSHIP			
Favor Of PNC VISA			
Total Amount of Voucher Deductions		\$	
Total Amount of Warrant		\$	
Month of _____,			

VOUCHER RECORD	ACCT #	
Total		

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except

Mo. Day Yr.

Signature

[illegible]

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Mo. Day Yr.

Signature

Officer/Title

### Board/Council Members

PAGE: 2

IN THE SUM OF \$ 3697.42

V	W
#	#

VENDOR # 00780 PNC VISA 316 N MAIN ST  CHEBOYGAN, MI 49721	Purchase Order No.  Terms  Due Date 10/24/2025
--	--

TUSCARORA TOWNSHIP		
Favor Of		
PNC VISA		
Total Amount of Voucher Deductions	\$	
Total Amount of Warrant	\$	
Month of _____		

[illegible]

Mo. Day Yr. \_\_\_\_\_ Signature \_\_\_\_\_ Officer/Title \_\_\_\_\_

Mo. Day Yr. \_\_\_\_\_ Signature \_\_\_\_\_ Officer/Title \_\_\_\_\_

	Board/Council Members	



VENDOR NO: 00780  
VENDOR NAME: PNC VISA

CHECK NO: 36817 036817  
CHECK DATE: 10/17/2025

09/28/25 09282025 VISA CHARGE WITH CLOSING OF 9/28/2025

\$3,697.42

**Check Total: \$3,697.42**



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

**TITLE:** Election workers and rate of pay.

**SUMMARY:** Per MCL 168.28, twp board determines compensation to be paid to election workers.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Clerk

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

**ATTACHMENTS:** None



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

**TITLE:** Office Coverage

**SUMMARY:** Coverage of the front office when Office Assistant is unavailable, decision to close the office for election.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None