

**TUSCARORA TOWNSHIP**  
3546 S. Straits Hwy, Indian River, MI 49749  
December 9, 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 November 11, 2025 Regular Meeting
8. Reports
  - a. Sewer update from Performance Engineers
  - b. Clerk report: Bills
  - c. Treasurer report
  - d. Correspondence - 0
  - e. Airport
  - f. DDA-Dan Nivelt, DDA Board member
  - g. FOIA - 0
  - h. Library-Kelsey Rutkowski, Director
  - i. Parks-Stacey Cole
  - j. Police-Chief Gordon Temple
9. Old business
  - a. Transient merchant ordinance, updated application and guidelines
  - b. RFP for O&M and Consultant
  - c. Boiler issues
  - d. Update on sewer rate study with Bendzinski & Co.
  - e. RFB ads for WWTP cold storage
  - f. RFB ads for screen at WWTP
  - g. Update on health insurance policy for deceased employees
10. New business
  - a. Sewer construction bills & change orders – Phase I, Phase II, WWTP
  - b. HACH service agreement
  - c. Cheboygan County road project
  - d. Transfers to parks
  - e. Parks commission personnel
  - f. Resignations
11. Public comments (3 minutes per individual)
12. Board comments
13. Adjournment

# **Meeting Minutes**

**TUSCARORA TOWNSHIP**  
3546 S. Straits Hwy, Indian River, MI 49749  
November 11, 2025 7:00 PM REGULAR MEETING  
PROPOSED MEETING MINUTES

Call to order: Supervisor Maves called the meeting to order at 7:02 pm and led the pledge of allegiance.

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

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

Public comment *on agenda items* (3 minutes per individual) Per Zoning Ordinance 200 any changes to food truck ordinance must be approved by county.

Approval of meeting agenda with changes: remove food truck ordinance part of 9a, remove 9g CIP updates, 9c RFP for O&M should be contract extensions for O&M, and add 10g cash transfer.

Motion: Fisher with changes      Support: Smith      Approved: All in favor

Approval of previous minutes of the October 14, 2025 Regular Meeting.

Motion: Smith      Support: Hutchison      Approved: All in favor

Reports:

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

We now have 26 properties connected.

Update with Mead & Hunt – no update.

Bills – 55 invoices for a total of \$89,354.60 plus BS&A software.

Motion: Fisher      Support: Smith      Approved: All in favor

Treasurer report – General fund township pool has \$623,250.98. Pool account is balanced for October and plenty of money to pay the bills. Reported the breakdown on the Plante Moran bill. Working on sending the reports to KCI for the tax bills – in good shape to make the deadline. RRI payments for sewer are now set up to automatically transfer each quarter.

Motion: Decker      Support: Hutchison      Approved: All in favor

Correspondence – 1 -- the transfer of ownership of a 2025 Resort Class C Liquor License from Wilson's Rivers Edge, Inc. to Jake's River's Edge, LLC.

Airport – none.

DDA – have 1 opening on the board.

Library-Kelsey Rutkowski, Director – program updates. Fine forgiveness day will be December 2. We made our goal of \$50,000 for the reading garden and planning on construction to start in the spring.

Parks – Have been very busy with DeVoe beach bathrooms, Veterans Pier, ramp to warming hut, boat launch lighting study, and Christmas in Indian River (circle of trees), baseball contract updated, DDA sidewalk sealing done, will be working on 250<sup>th</sup> – July 4<sup>th</sup> details after first of the year, PAC starts November 17, one section of Greendocks will be sectioned off for law enforcement only and swimmer safety. We also have 1 open position on parks commission. The old scoreboard does not function and will be for sale \$200 or best offer, and 3 hobby horses \$50 each – pictures will be placed on the township website.

Police – police activity report in packet.

## Old business:

Transient merchant ordinance, update – The ordinance needs to be retyped with changes. Bring fresh draft to December board meeting. After the board reviews it, then send to the attorney to review. (Dawn volunteered to retype). Tabled.

RFP for legal – 3 proposals received - Motion to accept the proposal from Kirk, Huth, Lange & Badalamenti, PLC with contract expiring 12/31/2028.

Motion: Decker      Support: Smith      Approved: All in favor

Extension for O&M contracts – Changed to extend current contract for O & M to 2/28/2026 at the rate of \$9,800 per month. Also extend engineering consultation to 2/28/2026, at same hourly rate.

Motion: Maves      Support: Fisher      Approved: All in favor

Update on sewer rate study with Bendzinski & Co. They continue to collect data.

Boiler repair options # 1 and #2. With the amount over \$25,000 we need to follow our purchasing policy. Bring back to the December meeting.

FYI – new dumpster is here, and trash service will be changed on November 17 for the parks.

CIP updates – road project – removed from agenda

## RFB for WWTP cold storage – working with Performance Engineers on bid specifications.

Update on health insurance policy for deceased employees. Board reviewed document and had some questions about unexpected death, cost share, and 90 days begin with date of death. Send it to township attorney for review and bring it back to the board in December.

Motion: Hutchison      Support: Smith      Approved: All in favor



# **Reports**

# **Bills and Revenue & Expenditure Report**

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
11702	AUTO VALUE	08/26/2025	09/25/2025	50.00	50.00	Open	N
11704	AUTO VALUE	11/18/2025	12/17/2025	37.99	37.99	Open	N
11706	AUTO VALUE	08/19/2025	09/18/2025	9.98	9.98	Open	N
11682	CHEBOYGAN COUNTY TREASURER	11/19/2025	12/18/2025	90.00	90.00	Open	N
11738	CHEBOYGAN COUNTY TREASURER	11/21/2025	12/21/2025	56.28	56.28	Open	N
11748	CHEBOYGAN COUNTY TREASURER	12/03/2025	12/10/2025	292.50	292.50	Open	N
11733	CLASSIC CLEANING	11/14/2025	12/10/2025	980.00	980.00	Open	N
11657	CONTROL SOLUTIONS INC	11/13/2025	12/12/2025	906.25	906.25	Open	N
11705	DAN'S AUTO REPAIR	11/25/2025	12/24/2025	192.98	192.98	Open	N
11638	EMMET COUNTY	10/31/2025	11/30/2025	220.80	220.80	Open	N
11649	GANNETT MICHIGAN LOCALIQ	10/31/2025	11/30/2025	68.24	68.24	Open	N
11732	GOOGLE WORKSPACE	11/30/2025	12/05/2025	253.20	253.20	Open	N
11648	GREGORY C ROTTER	11/13/2025	12/12/2025	15.00	15.00	Open	N
11656	INDIAN RIVER LUMBER & HARDWARE	11/14/2025	12/10/2025	94.76	94.76	Open	N
11707	INDIAN RIVER LUMBER & HARDWARE	11/25/2025	12/10/2025	10.47	10.47	Open	N
11708	INDIAN RIVER LUMBER & HARDWARE	11/24/2025	12/10/2025	38.19	38.19	Open	N
11752	INDIAN RIVER LUMBER & HARDWARE	12/04/2025	01/10/2026	10.98	10.98	Open	N
11731	KEN OSMAN	12/01/2025	12/10/2025	62.74	62.74	Open	N
11658	KEO RENTAL & SERVICE, LLC	06/02/2025	11/17/2025	3,241.98	3,241.98	Open	N
11659	KEO RENTAL & SERVICE, LLC	07/07/2025	08/07/2025	3,969.39	3,969.39	Open	N
11694	KEO RENTAL & SERVICE, LLC	11/20/2025	11/20/2025	3,660.00	3,660.00	Open	N
11751	MCCARDEL CULLIGAN	12/04/2025	01/03/2026	122.00	122.00	Open	N
11683	MEAD & HUNT	11/19/2025	12/18/2025	2,745.00	2,745.00	Open	N
11684	MEAD & HUNT	11/19/2025	12/18/2025	6,850.59	6,850.59	Open	N
11736	MEAD & HUNT	11/17/2025	12/16/2025	120.00	120.00	Open	N
11737	MEAD & HUNT	07/23/2025	08/22/2025	96.00	96.00	Open	N
11639	PLANTE MORAN	11/04/2025	12/03/2025	3,780.00	3,780.00	Open	N
11703	PLANTE MORAN	11/20/2025	12/19/2025	7,452.00	7,452.00	Open	N
11754	POLLARD'S QUICK LUBE	10/20/2025	11/19/2025	868.94	868.94	Open	N
11755	POLLARD'S QUICK LUBE	11/10/2025	12/09/2025	104.19	104.19	Open	N
11756	POLLARD'S QUICK LUBE	09/09/2025	10/18/2025	105.07	105.07	Open	N
11688	TRACE ANALYTICAL LABORATORIES, INC	11/19/2025	12/19/2025	1,115.40	1,115.40	Open	N
11753	USIC RECEIVABLES, LLC	11/30/2025	12/30/2025	235.76	235.76	Open	N
11730	VANS BUSINESS MACHINE	11/21/2025	12/21/2025	47.97	47.97	Open	N
# of Invoices:	34	# Due:	34	Totals:	37,904.65	37,904.65	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					37,904.65	37,904.65	

12/05/2025 03:53 PM  
User: LAURA DECKER  
DB: Tuscarora

INVOICE REGISTER REPORT FOR TUSCARORA TOWNSHIP  
EXP CHECK RUN DATES 11/12/2025 - 01/14/2026  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN  
BANK CODE: POOL

Page: 2/2

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
<hr/>							
---	TOTALS BY FUND						
	101 - GENERAL FUND			13,519.46	13,519.46		
	207 - POLICE FUND			1,420.94	1,420.94		
	271 - LIBRARY FUND			880.13	880.13		
	590 - SEWER FUND			21,868.12	21,868.12		
	591 - WATER FUND			216.00	216.00		
---	TOTALS BY DEPT/ACTIVITY						
	000 -			3,127.50	3,127.50		
	101 - TOWNSHIP BOARD			384.41	384.41		
	215 - CLERK			5,616.00	5,616.00		
	253 - TREASURER			5,616.00	5,616.00		
	257 - ASSESSOR			56.28	56.28		
	265 - BUILDING AND GROUNDS			880.14	880.14		
	301 - POLICE			1,420.94	1,420.94		
	528 - RUBBISH COLLECTION-DISPOSAL			220.80	220.80		
	536 - WATER AND SEWER SYSTEMS			19,339.12	19,339.12		
	595 - AIRPORT			363.33	363.33		
	790 - LIBRARY			880.13	880.13		

Check Date	Bank	Check	Vendor	Vendor Name	Amount	Status
Bank POOL GENERAL - ALL						
11/06/2025	POOL	233(E)	00339	MUNICIPAL EMP. RETIREMENT	6,955.15	Cleared
11/06/2025	POOL	234(E)	00426	STATE OF MICHIGAN - MESC	500.00	Cleared
11/07/2025	POOL	235(E)	00749	UPTIME TECHNOLOGY MANAGEMENT	505.09	Cleared
11/14/2025	POOL	236(E)	00776	GOOGLE WORKSPACE	253.20	Cleared
11/21/2025	POOL	237(E)	00024	ALERUS FINANCIAL	137.50	Cleared
11/21/2025	POOL	238(E)	00339	MUNICIPAL EMP. RETIREMENT	15,202.44	Cleared
12/05/2025	POOL	239(E)	00749	UPTIME TECHNOLOGY MANAGEMENT	505.09	Open
11/01/2025	POOL	36850	00136	CONSUMERS ENERGY	6,127.29	Cleared
11/01/2025	POOL	36851	00136	VOID	0.00	V Cleared
Void Reason: Created From Check Run Process						
11/01/2025	POOL	36852	00866	UNIVERSAL HANDLING EQUIPMENT CO L	1,375.00	Cleared
11/07/2025	POOL	36854	00765	ANAVON TECHNOLOGY GROUP	454.98	Cleared
11/07/2025	POOL	36855	00815	AUTO VALUE	21.18	Cleared
11/07/2025	POOL	36856	00442	BRUCE THOMPSON	1,772.00	Cleared
11/07/2025	POOL	36857	00108	CHASKEY'S SEPTIC SERVICE, INC.	200.00	Cleared
11/07/2025	POOL	36858	00136	CONSUMERS ENERGY	506.05	Cleared
11/07/2025	POOL	36859	00164	DTE ENERGY	363.55	Cleared
11/07/2025	POOL	36860	00199	GINOP SALES, INC.	195.98	Cleared
11/07/2025	POOL	36861	00653	HARRELL'S LLC	5,277.43	Cleared
11/07/2025	POOL	36862	00814	INDIAN RIVER LUMBER & HARDWARE	198.00	Cleared
11/07/2025	POOL	36863	00525	JANET MYERSON	145.57	Cleared
11/07/2025	POOL	36864	00263	KIRTLAND COMM. COLLEGE	1,500.00	Cleared
11/07/2025	POOL	36865	00870	NORTHERN LANDSCAPE LLC	2,000.00	Cleared
11/07/2025	POOL	36866	00380	PITNEY BOWES PURCHASE POWER	1,360.07	Cleared
11/07/2025	POOL	36867	00385	POLLARD'S QUICK LUBE	40.00	Cleared
11/07/2025	POOL	36868	00862	PROPANE PLUS INC	1,215.79	Cleared
11/07/2025	POOL	36869	00749	UPTIME TECHNOLOGY MANAGEMENT	282.82	V Cleared
Void Reason: ENTERED AS PAPER CHECK BUT IS EFT						
11/14/2025	POOL	36870	00017	ACCIDENT FUND OF MICHIGAN	2,764.00	Cleared
11/14/2025	POOL	36871	00579	AMERICAN LEGAL PUBLISHING CORP	450.00	Open
11/14/2025	POOL	36872	00081	BRIDGEWATER EXCAVATING	450.00	Cleared
11/14/2025	POOL	36873	00086	BS&A SOFTWARE	1,561.00	Cleared
11/14/2025	POOL	36874	00664	CAROL NEUMANN	160.00	Cleared
11/14/2025	POOL	36875	00102	CHEBOYGAN COUNTY RD COMMISSION	21,512.75	Cleared
11/14/2025	POOL	36876	00126	CLASSIC CLEANING	1,183.73	Cleared
11/14/2025	POOL	36877	00136	CONSUMERS ENERGY	2,387.52	Cleared
11/14/2025	POOL	36878	00520	GFL ENVIRONMENTAL USA INC - TRASH	271.37	Cleared
11/14/2025	POOL	36879	00736	GFL ENVIRONMENTAL/NORTHERN A-1	42,384.47	Cleared
11/14/2025	POOL	36880	00221	HAVILAND PRODUCTS COMPANY	1,682.80	Cleared
11/14/2025	POOL	36881	00825	MCCARDEL CULLIGAN	2.00	Cleared
11/14/2025	POOL	36882	00303	MEAD & HUNT	16,200.66	Cleared
11/14/2025	POOL	36883	00340	MUNICIPAL UNDERWRITERS	305.00	Cleared
11/14/2025	POOL	36884	00780	PNC VISA	7,054.14	Cleared
11/14/2025	POOL	36885	00428	STANDARD ELECTRIC COMPANY	375.00	Cleared
11/14/2025	POOL	36886	00300	STATE OF MICHIGAN - EGLE/GWDP	363.42	Cleared
11/14/2025	POOL	36887	00517	TANNER ELECTRIC, INC.	149.00	Cleared
11/14/2025	POOL	36888	00869	TODD'S SERVICES, INC.	2,400.00	Cleared
11/14/2025	POOL	36889	00777	TONY'S EQUIPMENT REPAIR LLC	533.38	Cleared
11/14/2025	POOL	36890	00459	USA BLUE BOOK	948.26	Cleared
11/14/2025	POOL	36891	00461	USIC RECEIVABLES, LLC	294.70	Cleared
11/14/2025	POOL	36892	00466	VERIZON WIRELESS	122.67	Cleared
11/19/2025	POOL	36901	00588	MESSA	11,406.35	Cleared
11/21/2025	POOL	36908	00816	4 FRONT CREDIT UNION	75.00	Open
11/21/2025	POOL	36909	00765	ANAVON TECHNOLOGY GROUP	248.00	Open
11/21/2025	POOL	36910	00721	ASL DEAFINED LLC	680.00	Open
11/21/2025	POOL	36911	00733	CENGAGE LEARNING INC/GALE	200.93	Open
11/21/2025	POOL	36912	00104	CENTER POINT LARGE PRINT	47.94	Open
11/21/2025	POOL	36913	00126	CLASSIC CLEANING	70.00	Open
11/21/2025	POOL	36914	00135	CONSUMER REPORTS	26.00	Open
11/21/2025	POOL	36915	00695	FBO KAJEET, INC	961.11	Open
11/21/2025	POOL	36916	00209	GREAT LAKES ENERGY	19.03	Open
11/21/2025	POOL	36917	00239	INDIAN RIVER CHAMBER OF COMMERCE	100.00	Open
11/21/2025	POOL	36918	00232	INDIAN RIVER KIWANIS CLUB	151.00	Open
11/21/2025	POOL	36919	00685	KELSEY RUTKOWSKI	455.70	Open
11/21/2025	POOL	36920	00874	MICHAEL FREDERICK	50.00	Open
11/21/2025	POOL	36921	00646	MIDWEST TAPE LLC	362.61	Open
11/21/2025	POOL	36922	00389	PRESQUE ISLE ELEC. COOP.	88.93	Open
11/21/2025	POOL	36923	00672	TUMBLEWEED PRESS INC	559.30	Open
11/21/2025	POOL	36924	00465	VANS BUSINESS MACHINE	252.31	Open
11/26/2025	POOL	36925	00867	AMY DIEHL	2,360.56	Open
11/26/2025	POOL	36926	00765	ANAVON TECHNOLOGY GROUP	605.10	Open
11/26/2025	POOL	36927	00836	BLARNEY CASTLE FLEET CARD	1,474.55	Open
11/26/2025	POOL	36928	00122	CINCINNATI LIFE INSURANCE CO.	312.00	Open
11/26/2025	POOL	36929	00136	CONSUMERS ENERGY	1,764.35	Open
11/26/2025	POOL	36930	00737	GFL ENVIRONMENTAL - WWTP	57.00	Open
11/26/2025	POOL	36931	00438	GORDON TEMPLE JR	171.82	Open
11/26/2025	POOL	36932	00814	INDIAN RIVER LUMBER & HARDWARE	139.99	Open
11/26/2025	POOL	36933	00748	P.A.C. SANITATION INC.	210.50	Open

Check Date	Bank	Check	Vendor	Vendor Name	Amount	Status
11/26/2025	POOL	36934	00544	PERFORMANCE ENGINEERS, INC.	1,500.00	Open
11/26/2025	POOL	36935	00423	STANDARD INSURANCE COMPANY	416.60	Open
11/26/2025	POOL	36936	00449	TRANSAMERICA LIFE	181.48	Open
12/05/2025	POOL	36939	00122	CINCINNATI LIFE INSURANCE CO.	189.00	Open
12/05/2025	POOL	36940	00136	CONSUMERS ENERGY	3,836.87	Open
12/05/2025	POOL	36941	00136	VOID	0.00	V Open
				Void Reason: Created From Check Run Process		
12/05/2025	POOL	36942	00136	VOID	0.00	V Open
				Void Reason: Created From Check Run Process		
12/05/2025	POOL	36943	00263	KIRTLAND COMM. COLLEGE	55.00	Open
12/05/2025	POOL	36944	00532	TIME	25.00	Open
12/05/2025	POOL	36945	00815	AUTO VALUE	255.93	Open
12/05/2025	POOL	36946	00108	CHASKEY'S SEPTIC SERVICE, INC.	200.00	Open
12/05/2025	POOL	36947	00199	GINOP SALES, INC.	95.92	Open
12/05/2025	POOL	36948	00814	INDIAN RIVER LUMBER & HARDWARE	344.18	Open
12/05/2025	POOL	36949	00862	PROPANE PLUS INC	1,614.16	Open
12/05/2025	POOL	36950	00473	WHITE PINE ELECTRIC, INC.	3,277.73	Open

POOL TOTALS:

Total of 91 Checks:  
Less 4 Void Checks:

Total of 87 Disbursements:

185,492.00  
282.82  
185,209.18

Check Register Report For Tuscarora Township  
For Check Dates 11/01/2025 to 11/30/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/06/2025	POOL	DD3034	ANDERSON, MICKELO M	3,043.88	0.00	2,588.67	Cleared
11/20/2025	POOL	DD3062	ANDERSON, MICKELO M	2,484.80	0.00	2,136.12	Cleared
11/27/2025	POOL	DD3080	ANDERSON, MICKELO M	2,609.04	0.00	2,327.01	Cleared
11/06/2025	POOL	DD3044	AYOTTE, KYLIE H	608.00	0.00	532.54	Cleared
11/20/2025	POOL	DD3072	AYOTTE, KYLIE H	640.00	0.00	557.53	Cleared
11/06/2025	POOL	DD3030	BLUMKE, BRANDON D.	4,113.04	0.00	2,845.71	Cleared
11/20/2025	POOL	DD3058	BLUMKE, BRANDON D.	2,812.80	0.00	2,026.23	Cleared
11/27/2025	POOL	DD3076	BLUMKE, BRANDON D.	2,869.44	0.00	2,146.47	Cleared
11/06/2025	POOL	DD3032	BRACE, DAWSON	2,924.80	0.00	2,005.93	Cleared
11/20/2025	POOL	DD3060	BRACE, DAWSON	3,394.78	0.00	2,356.58	Cleared
11/27/2025	POOL	DD3078	BRACE, DAWSON	2,506.56	0.00	1,979.38	Cleared
11/06/2025	POOL	DD3027	BROWN, BRIDGET	500.00	0.00	440.50	Cleared
11/13/2025	POOL	36896	BRZEZINSKI, SHERRY K	175.00	154.17	0.00	Cleared
11/19/2025	POOL	36905	BRZEZINSKI, SHERRY K	175.00	167.56	0.00	Cleared
11/06/2025	POOL	DD3029	CHAMBERLAIN, WALTER C.	2,545.80	0.00	1,699.89	Cleared
11/20/2025	POOL	DD3057	CHAMBERLAIN, WALTER C.	2,520.80	0.00	1,720.88	Cleared
11/27/2025	POOL	DD3075	CHAMBERLAIN, WALTER C.	2,609.04	0.00	2,042.75	Cleared
11/06/2025	POOL	DD3045	CONSTANTE, MARIA	823.80	0.00	701.08	Cleared
11/20/2025	POOL	DD3073	CONSTANTE, MARIA	795.00	0.00	678.59	Cleared
11/06/2025	POOL	DD3022	DECKER, LAURA L	939.69	0.00	763.29	Cleared
11/20/2025	POOL	DD3050	DECKER, LAURA L	939.69	0.00	763.30	Cleared
11/06/2025	POOL	DD3040	DEWYRE, MASEN	489.00	0.00	430.82	Cleared
11/20/2025	POOL	DD3068	DEWYRE, MASEN	202.80	0.00	178.66	Cleared
11/06/2025	POOL	DD3018	DRALLE, KAREN M	913.70	0.00	721.29	Cleared
11/20/2025	POOL	DD3047	DRALLE, KAREN M	923.40	0.00	728.87	Cleared
11/06/2025	POOL	DD3043	ERDMANN, LORETTA	936.00	0.00	751.01	Cleared
11/20/2025	POOL	DD3071	ERDMANN, LORETTA	1,035.00	0.00	826.34	Cleared
11/06/2025	POOL	DD3017	FISHER, SUSAN	163.08	0.00	143.67	Cleared
11/20/2025	POOL	DD3046	FISHER, SUSAN	163.08	0.00	143.68	Cleared
11/20/2025	POOL	36900	FRATERNAL ORDER OF POLICE	280.00	280.00	0.00	Cleared

Check Register Report For Tuscarora Township  
For Check Dates 11/01/2025 to 11/30/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/06/2025	POOL	DD3033	GOMEZ, OMAR	3,059.08	0.00	2,136.21	Cleared
11/20/2025	POOL	DD3061	GOMEZ, OMAR	3,860.88	0.00	2,706.22	Cleared
11/27/2025	POOL	DD3079	GOMEZ, OMAR	2,506.56	0.00	1,979.37	Cleared
11/06/2025	POOL	DD3023	GREEN, CHRIS	2,400.00	0.00	1,394.80	Cleared
11/20/2025	POOL	DD3051	GREEN, CHRIS	2,400.00	0.00	1,394.80	Cleared
11/19/2025	POOL	36907	HENDERSON, ELIZABETH	345.00	324.69	0.00	Open
11/06/2025	POOL	DD3019	HUTCHISON, JONATHAN T	163.08	0.00	143.67	Cleared
11/20/2025	POOL	DD3048	HUTCHISON, JONATHAN T	163.08	0.00	143.68	Cleared
11/05/2025	POOL	EFT746	INTERNAL REVENUE SERVICE	12,064.71	12,064.71	0.00	Cleared
11/20/2025	POOL	EFT750	INTERNAL REVENUE SERVICE	11,358.11	11,358.11	0.00	Cleared
11/06/2025	POOL	DD3036	JOHNSON, JEFFREY A.	2,484.80	0.00	1,231.25	Cleared
11/20/2025	POOL	DD3064	JOHNSON, JEFFREY A.	2,484.80	0.00	1,231.25	Cleared
11/27/2025	POOL	DD3082	JOHNSON, JEFFREY A.	2,609.04	0.00	1,922.27	Cleared
11/06/2025	POOL	DD3026	KEIPERT, R DOUGLAS	2,244.16	0.00	1,786.21	Cleared
11/20/2025	POOL	DD3054	KEIPERT, R DOUGLAS	2,244.16	0.00	1,786.20	Cleared
11/06/2025	POOL	DD3035	LALONDE, STACY A	2,484.80	0.00	1,832.39	Cleared
11/20/2025	POOL	DD3063	LALONDE, STACY A	2,484.80	0.00	1,872.39	Cleared
11/27/2025	POOL	DD3081	LALONDE, STACY A	2,609.04	0.00	1,974.35	Cleared
11/06/2025	POOL	DD3042	LINTZ, SANDRA L	1,089.00	0.00	868.89	Cleared
11/20/2025	POOL	DD3070	LINTZ, SANDRA L	1,098.00	0.00	876.82	Cleared
11/13/2025	POOL	36894	LOSH, VICKI M	370.00	317.81	0.00	Cleared
11/19/2025	POOL	36903	LOSH, VICKI M	370.00	346.12	0.00	Cleared
11/06/2025	POOL	DD3020	MAVES, TRUDY	939.69	0.00	791.58	Cleared
11/20/2025	POOL	DD3049	MAVES, TRUDY	939.69	0.00	791.59	Cleared
11/13/2025	POOL	36897	MCGINNIS, JANE	345.00	318.61	0.00	Cleared
11/19/2025	POOL	36906	MCGINNIS, JANE	345.00	345.00	0.00	Open
11/20/2025	POOL	36898	MESSA	2,851.56	2,851.56	0.00	Cleared
11/05/2025	POOL	EFT747	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	264.00	264.00	0.00	Cleared
11/05/2025	POOL	EFT748	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	375.00	375.00	0.00	Cleared
11/20/2025	POOL	EFT751	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	264.00	264.00	0.00	Cleared

Check Register Report For Tuscarora Township  
For Check Dates 11/01/2025 to 11/30/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
11/20/2025	POOL	EFT752	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	375.00	375.00	0.00	Cleared
11/06/2025	POOL	DD3028	MYERSON, JANET C	4,471.80	0.00	3,085.84	Cleared
11/20/2025	POOL	DD3056	MYERSON, JANET C	2,974.00	0.00	2,135.80	Cleared
11/27/2025	POOL	DD3074	MYERSON, JANET C	2,609.04	0.00	2,015.48	Cleared
11/13/2025	POOL	36895	OLSON, KRISTINE L	210.00	185.00	0.00	Cleared
11/19/2025	POOL	36904	OLSON, KRISTINE L	210.00	201.07	0.00	Cleared
11/06/2025	POOL	DD3038	RADLE JR, THOMAS J.	1,600.00	0.00	1,367.41	Cleared
11/20/2025	POOL	DD3066	RADLE JR, THOMAS J.	1,600.00	0.00	1,367.41	Cleared
11/06/2025	POOL	DD3041	RUTKOWSKI, KELSEY J	1,846.15	0.00	1,483.33	Cleared
11/20/2025	POOL	DD3069	RUTKOWSKI, KELSEY J	1,846.15	0.00	1,483.33	Cleared
11/06/2025	POOL	DD3037	SCHOFIELD, DOUGLAS D	2,200.00	0.00	1,508.08	Cleared
11/20/2025	POOL	DD3065	SCHOFIELD, DOUGLAS D	2,200.00	0.00	1,508.08	Cleared
11/06/2025	POOL	DD3024	SMITH, LORI C	1,072.31	0.00	844.44	Cleared
11/20/2025	POOL	DD3052	SMITH, LORI C	1,072.31	0.00	844.44	Cleared
11/05/2025	POOL	EFT749	STATE OF MICHIGAN	1,965.31	1,965.31	0.00	Cleared
11/20/2025	POOL	EFT753	STATE OF MICHIGAN	1,854.15	1,854.15	0.00	Cleared
11/06/2025	POOL	DD3031	TEMPLE, JR, GORDON M.	3,230.40	0.00	1,956.86	Cleared
11/20/2025	POOL	DD3059	TEMPLE, JR, GORDON M.	3,230.40	0.00	1,956.86	Cleared
11/27/2025	POOL	DD3077	TEMPLE, JR, GORDON M.	3,391.92	0.00	2,798.58	Cleared
11/05/2025	POOL	36853	UMB BANK, F/B/O PLANMEMBER	755.00	755.00	0.00	Cleared
11/20/2025	POOL	36899	UMB BANK, F/B/O PLANMEMBER	755.00	755.00	0.00	Open
11/06/2025	POOL	DD3025	VALLANCE, RACHEL G	192.31	0.00	169.43	Cleared
11/20/2025	POOL	DD3053	VALLANCE, RACHEL G	192.31	0.00	169.43	Cleared
11/13/2025	POOL	36893	WEBB, DAWN M	360.00	317.16	0.00	Cleared
11/19/2025	POOL	36902	WEBB, DAWN M	360.00	317.16	0.00	Cleared
11/06/2025	POOL	DD3021	WEBB, DAWN M	192.31	0.00	169.43	Cleared
11/20/2025	POOL	DD3055	WEBB, DAWN M	192.31	0.00	169.43	Cleared
11/06/2025	POOL	DD3039	ZINKE, JAMIE L	1,339.80	0.00	1,097.99	Cleared
11/20/2025	POOL	DD3067	ZINKE, JAMIE L	1,499.94	0.00	1,219.86	Cleared

Totals:

Number of Checks: 089

156,151.98

36,156.19

88,452.24

Check Register Report For Tuscarora Township  
For Check Dates 11/01/2025 to 11/30/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
Total Physical Checks:		15					
Total Check Stubs:		74					

# **Treasurer Report**

Bank Code Fund	Description	Beginning Balance 07/01/2025	Total Debits	Total Credits	Ending Balance 12/04/2025
SPAS 860	2016 SPECIAL ASSESSMENT SPECIAL ASSESSMENT	0.00	0.65	0.65	0.00
	2016 SPECIAL ASSESSMENT	0.00	0.65	0.65	0.00
TXIMM 703	CNB TAX CURRENT TAX COLLECTION FUND	0.00	0.00	0.00	0.00
	CNB TAX	0.00	0.00	0.00	0.00
CFAGE 271	COMMUNITY FOUNDATION AGENCY LIBRARY FUND	54,061.37	0.00	0.00	54,061.37
	COMMUNITY FOUNDATION AGENCY	54,061.37	0.00	0.00	54,061.37
CFDON 271	COMMUNITY FOUNDATION DONOR LIBRARY FUND	63,094.55	0.00	0.00	63,094.55
	COMMUNITY FOUNDATION DONOR	63,094.55	0.00	0.00	63,094.55
DDASV 248	DDA IMMA DOWNTOWN DEVELOPMENT AUTHORITY	256,463.23	10,025.26	266,465.00	23.49
	DDA IMMA	256,463.23	10,025.26	266,465.00	23.49
DDARD 248	DDA USDA RD BOND DOWNTOWN DEVELOPMENT AUTHORITY	22,400.00	16,000.00	6,000.00	32,400.00
	DDA USDA RD BOND	22,400.00	16,000.00	6,000.00	32,400.00
POOL 101	GENERAL - ALL GENERAL FUND	573,055.01	481,251.57	506,358.36	547,948.22
206	FIRE FUND	(9,658.57)	0.00	0.00	(9,658.57)
207	POLICE FUND	901,354.89	51,134.78	648,447.88	304,041.79
219	STREET LIGHTING FUND	17,671.97	0.00	12,915.55	4,756.42
248	DOWNTOWN DEVELOPMENT AUTHORITY	153,874.66	521,904.45	551,445.08	124,334.03
271	LIBRARY FUND	238,476.84	50,267.09	122,200.31	166,543.62
282	ARPA FUND	1,226.93	2,798.14	4,025.07	0.00
502	BOAT LAUNCH	143,548.84	11,632.66	1,326.25	153,855.25
590	SEWER FUND	(228,715.81)	3,692,405.51	3,462,697.90	991.80
591	WATER FUND	150.00	0.00	0.00	150.00
704	IMPREST PAYROLL FUND	0.00	205,770.91	204,065.13	1,705.78
860	SPECIAL ASSESSMENT	63,207.97	10,320.02	5,820.67	67,707.32
	GENERAL - ALL	1,854,192.73	5,027,485.13	5,519,302.20	1,362,375.66
LIBIN 271	IRAL INVESTMENT ACCOUNT LIBRARY FUND	57,417.80	17.24	0.00	57,435.04
	IRAL INVESTMENT ACCOUNT	57,417.80	17.24	0.00	57,435.04
LIBSP	LIBRARY SPECIAL				

Bank Code Fund	Description	Beginning Balance 07/01/2025	Total Debits	Total Credits	Ending Balance 12/04/2025
271	LIBRARY FUND	28,144.42	9.49	0.00	28,153.91
	LIBRARY SPECIAL	28,144.42	9.49	0.00	28,153.91
MICLA 271	MICHIGAN CLASS LIBRARY FUND	52,430.28	943.79	0.00	53,374.07
	MICHIGAN CLASS	52,430.28	943.79	0.00	53,374.07
NRRI2 590	PNC PHASE 2 SEWER RRI SEWER FUND	1,621.24	69,533.96	29,242.48	41,912.72
	PNC PHASE 2 SEWER RRI	1,621.24	69,533.96	29,242.48	41,912.72
NRRI1 590	PNC RRI SEWER PHASE 1 SEWER FUND	6,406.61	43,307.95	51,945.99	(2,231.43)
	PNC RRI SEWER PHASE 1	6,406.61	43,307.95	51,945.99	(2,231.43)
SWRC1 590	PNC SEWER PHASE 1 CONSTRUCTION SEWER FUND	622.77	865,543.51	865,666.28	500.00
	PNC SEWER PHASE 1 CONSTRUCTION	622.77	865,543.51	865,666.28	500.00
SWRC2 590	PNC SEWER PHASE 2 CONSTRUCTION SEWER FUND	134,644.75	739,530.04	873,674.79	500.00
	PNC SEWER PHASE 2 CONSTRUCTION	134,644.75	739,530.04	873,674.79	500.00
LIBRG 271	READING GARDEN - LIBRARY LIBRARY FUND	0.00	83,071.88	39,033.93	44,037.95
	READING GARDEN - LIBRARY	0.00	83,071.88	39,033.93	44,037.95
ADDRE 590	SEWER ADD REU SEWER FUND	487,700.14	8,000.00	189,103.00	306,597.14
	SEWER ADD REU	487,700.14	8,000.00	189,103.00	306,597.14
SEPA 590	SEWER PHASE II - EPA FUNDS SEWER FUND	62,925.93	1,321,839.80	1,384,709.45	56.28
	SEWER PHASE II - EPA FUNDS	62,925.93	1,321,839.80	1,384,709.45	56.28
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	186,904.61	467,890.42	310,057.64

12/04/2025 03:56 PM

User: CHRIS  
DB: TuscaroraCASH SUMMARY BY BANK FOR TUSCARORA TWP  
FROM 07/01/2025 TO 12/04/2025

Page: 3/3

Bank Code Fund	Description	Beginning Balance 07/01/2025	Total Debits	Total Credits	Ending Balance 12/04/2025
	SEWER SPEC ASSESSMENT	591,043.45	186,904.61	467,890.42	310,057.64
TXCHK 703	TAX CHECKING CURRENT TAX COLLECTION FUND	0.00	5,742,383.01	5,748,464.03	(6,081.02)
	TAX CHECKING	0.00	5,742,383.01	5,748,464.03	(6,081.02)
	TOTAL - ALL FUNDS	3,757,862.64	14,177,696.32	15,532,388.13	2,403,170.83

**Correspondence**

**Airport**

**Assessor**

**DDA**

**FOIA**

**Library**

**Parks**

**Police**

**Tuscarora Township Police Department**  
**November 2025**

**Description:**

Obstructing Justice	1
Operating While Intoxicated	1
Misdemeanor Traffic Violations	7
Delinquent Minors	7
Traffic Accidents	26
Non-Traffic Accidents	2
Civil Traffic Violation	9
False Alarm Activation	4
Liquor Inspections	17
Civil Matter Dispute / Family Trouble	11
Suspicious Situations	15
Lost & Found Property	2
Natural Death	1
Assist Other Agency	18
Assist Ambulance	6
Assist-Fire	3
Assist Citizen	12
Motorist Assist	12
Gun Registrations	8
Lockouts	3
Welfare Checks	4
Special Detail	4
Blight Violation	1
Ordinance Violation	1
Fingerprints	1

**Total: 176**

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**Arrests**

Bench	2
Misdemeanor	3
Traffic Arrest	6
Felony Arrest	0

**Traffic Enforcement**

Verbal Warnings	214
Citations	18
Ordinance Citations	0

**Hours Worked**      **1,383**

**Miles Driven**      **5,013**

## **Old Business**



**DATE OF MEETING:** December 9, 2025

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

**SUMMARY:** Retyped for review before sending for attorney review.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** Transient Merchant Ordinance No 7

**TUSCARORA TOWNSHIP**  
**ORDINANCE NO. 7**

**AN ORDINANCE TO REPEAL ORDINANCE NO. 7 OF TUSCARORA TOWNSHIP KNOWN AS  
THE "VENDORS ORDINANCE" 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.

**Section 2. Exemptions**

The term shall not apply to any of the following:

- (a) A person selling goods, wares or merchandise of any description raised, produced, or manufactured by the same for sale.
- (b) 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.
- (c) A person handling vegetables, fruits or perishable farm products at any established city or village market.
- (d) A person operating a store or refreshment stand on or adjacent to the property owned or occupied by him or her.
- (e) Art exhibits where participating artists sell their own 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 governmental agency or nonprofit organization. The person

provides the sponsor with the person's sales tax license number, and the sponsor provides a list of the event's vendors and their sales tax license numbers to the county treasurer.

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

### **Section 3. License Application**

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 Clerk's Office, and the receipt for payment of the fee shall serve as evidence of the issuance of a license.

### **Section 4. License Application**

Any person desiring to engage in business as a transient merchant within the limits of the Township shall make and file, with the Township Clerk, a written application for a license to engage in business as a transient merchant.

### **Section 5. License Fee.**

At the time of filing the application, an application fee, as currently established or as hereafter adopted by resolution of the township board from time to time, shall be paid to the township clerk to cover the cost of processing the application.

All such fees shall be payable in advance.

### **Section 6. Penalty.**

Any person, firm or corporation violating any provision 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 a violation continues shall constitute a separate violation.

### **Section 7. Repeal.**

**\*\*Ordinance No. 7, August 12, 1986, is hereby repealed in its entirety.**

### **Section 8. Publication and Effective Date.**

This ordinance shall be published in a newspaper published and circulating in said township and shall become effective **30 days after publication.**

**Adopted and ordained this.**

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 Resoter, 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. Hatchett  
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.

Sue Johnson SUPERVISOR

Diane McHale 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="checkbox"/>	Saturday	<input type="checkbox"/>
Tuesday	<input type="checkbox"/>	Sunday	<input type="checkbox"/>
Wednesday	<input type="checkbox"/>		
Thursday	<input type="checkbox"/>		
Friday	<input type="checkbox"/>		

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: \_\_\_\_\_



**DATE OF MEETING:** December 9, 2025

**TITLE:** RFP WWTP O&M

**SUMMARY:** Current O & M contract expires 2/28/2026. We will write the RFP for O & M for a 3 year contract. The plant will be running at full time operator capacity (40 hours) in spring of 2026 with the Park starting up again and Phase I properties joining.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss.

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None

## **REQUEST FOR PROPOSAL**

Provide operation for the Wastewater Treatment Plant and Collection System located in Indian River, Michigan.

The contract period will be 3-year contract, 3/1/2026 through 2/28/2029, inclusive.

The contractor will:

Provide a properly certified (minimum Michigan Class B Municipal Wastewater Operator) manager who will be responsible for overseeing and ensuring the plant is operated in a safe and efficient manner while maintaining compliance with NPDES Permit and regulatory agency criteria to support a commercial sewer system In Indian River, Michigan, consisting of 500 (approximately) commercial and residential customers.

Any time operations are not within compliance, the Tuscarora Township Supervisor shall be notified as soon as possible.

Provide 24 hour per day, 365 days per year on call availability.

Conduct influent, intermediate, effluent and monitor well sampling and analysis as necessary for process control and compliance reporting. Onsite testing will include: BOD, pH, DO, TSS, TVSS, ammonia, MLSS, MLVSS, settleability, nitrate, nitrite, iron, sodium, chloride and percent solids.

Collect and have analyzed samples that are required by regulatory agencies beyond the onsite laboratory capabilities.

Operate the system in compliance with regulatory agency permit requirements.

Report to regulatory agencies, submit all forms, reports and notices as may be required. Meet all legal operating and safety requirements of regulatory agencies including state and/or federal permitting and safety agencies.

Perform regular checks of equipment and operations.

Record plant readings.

Conduct or schedule routine preventive maintenance and corrective maintenance of facilities and associated equipment.

Coordinate major corrective maintenance.

Arrange for proper utilization or disposal of biosolids, screenings, scum, grease or other residuals generated by the plant and pump stations and collection system.

Provide monthly operational reports to the Tuscarora Township Supervisor that summarizes non-routine activities performed by the contractor's staff, compliance status of all regulatory requirements and a copy of any reports submitted to the State of Michigan.

Maintain procedures for all major pieces of equipment, functions and corrective actions. Ensure efficient operation and maximum equipment life through incorporation of preventative maintenance scheduling, corrective maintenance history, and inventory control. Provide anticipated annual cost for spare parts for the upcoming fiscal year.

Maintain a clean and organized physical appearance of the facilities.

Prepare and sign reports required by applicable local, state, and federal regulatory agencies, and will maintain other records deemed useful by the contractor and the township to document the services and to monitor and control the operation of the facilities.

Monitor 5 new pump stations in Phase I Expansion-

- PS-100 6209 Lake
- PS-200 6314 Arthur
- PS300-6560 Oak Glen
- PS-400775 Pier
- PS-500 3406 S Prospect

Assist in monitoring grinder and ejector pumps installed in Phase I and Phase II Expansion.

Assist Township with setting up new asset management program (Silver Smith).

Coordinate with contractors for the Phase I & Phase II expansion work.

Update MISS DIG boundaries in MISS Dig system.

**BIDS MUST BE SUBMITTED IN WRITING NO LATER 1/31/2026.**

For more information contact Trudy Maves, Supervisor, Tuscarora Township 3546 S. Straits Highway, Indian River, MI 49749, [supervisor@tuscaroratwp.com](mailto:supervisor@tuscaroratwp.com).

## **REQUEST FOR PROPOSAL**

Provide Professional Consultant services for the Wastewater Treatment Plant and Collection System expansion located in Indian River, Michigan.

The scope of this proposal will include Engineering consultation as requested by the Client ("Tuscarora Township") for the expansion of the sanitary sewer expansion and WWTP expansion.

The services will be billed on an hourly basis, as requested by the Client.

The maximum budget for the Professional Consultant services contract is \$10,000.

**BIDS MUST BE SUBMITTED IN WRITING NO LATER DECEMBER 15, 2023.**

For more information contact Trudy Maves, Supervisor, Tuscarora Township  
3546 S. Straits Highway, Indian River, MI 49749, [supervisor@tuscaroratwp.com](mailto:supervisor@tuscaroratwp.com).



**DATE OF MEETING:** December 9, 2025

**TITLE:** Boiler Invoice & Issues

**SUMMARY:** Replace one boiler and repair the second boiler. Both boilers failed on Friday, 11/14/2025. Both boilers were leaking natural gas and there was no heat in the building.

**FINANCIAL IMPACT:** \$33,072.75; \$11,324.25 each Library, Police and Township.

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None



Invoice 101100823  
Invoice Date 11/18/2025  
Completed Date 11/18/2025  
Customer PO  
Payment Term Due Upon Receipt  
Due Date 11/18/2025

M & M Plumbing Heating and Cooling, Inc.  
P.O. Box 576  
Indian River, Mi 49749  
Phone: 231-238-7201  
www.mm-plumbing.com

**Billing Address**

Tuscarora Township Police Department  
P.O. Box 208  
Indian River, MI 49749 USA

**Job Address**

Tuscarora Township Police  
Department  
3546 South Straits Highway  
Indian River, MI 49749 USA

**Description of Work**

Drained down boiler and removed old system. Installed new boiler and Hooked up supply and return lines. Re connected gas, vent, drain, and power. Fired up new boiler.

Replaced blower motor in unit number two and fired up unit. Everything is running! I would like to make sure the curve and slope are set up properly but nothing that won't effect the unit.

Task #	Description	Quantity	Your Price	Your Total
Labor001	Labor Rate for One Technician - HVAC Alex Carper	9.50	\$150.00	\$1,425.00
Labor002	Apprentice Labor - HVAC Daniel Nagy	8.00	\$95.00	\$760.00
Labor001	Labor Rate for 1 Technician - HVAC Joe Offerman	9.50	\$125.00	\$1,187.50
Labor001	Labor rate for Scott's Administrative After Hours Coordination of Project	3.00	\$160.00	\$480.00

**Materials**

Material	Description	Quantity	Your Price	Your Total
KHB199N	LOCHINVAR KNIGHT FLOOR MOUNT FIRETUBE BOILER FTX725N-M13	1.00	\$25,751.25	\$25,751.25
100354201	Lochinvar fan W/Vent Tube & Gaskets	1.00	\$2,864.00	\$2,864.00
Permit 1	Cheboygan County Mechanical Permit	1.00	\$270.00	\$270.00
Permit 1	State of Michigan Boiler Permit	1.00	\$285.00	\$285.00
MISCHVACMATERIAL(S)	MISC HVAC MATERIAL(S) - Glue, Thread Compound, Fittings, Etc.	1.00	\$50.00	\$50.00

Sub-Total \$33,072.75

Total Due \$33,072.75

Balance Due \$33,072.75

Please make payment within 10 days. Thank you in advance for your prompt payment!

I authorize M&M Plumbing, Heating & Cooling, Inc. to perform the agreed upon services with an estimated total of \$0.00.



Invoice 93198980  
Invoice Date 11/14/2025  
Completed Date 11/14/2025  
Customer PO  
Payment Term Due Upon Receipt  
Due Date 11/14/2025

**M & M Plumbing Heating and Cooling, Inc.**  
P.O. Box 576  
Indian River, Mi 49749  
Phone: 231-238-7201  
[www.mm-plumbing.com](http://www.mm-plumbing.com)

**Billing Address**

Tuscarora Township Police Department  
P.O. Box 208  
Indian River, MI 49749 USA

**Job Address**

Tuscarora Township Police  
Department  
3546 South Straits Highway  
Indian River, MI 49749 USA

**Description of Work**

Arrived and took apart boiler for maintenance. Cleaned heat exchanger, replaced gaskets, cleaned burner, sucked out heat exchanger and washed. Cleaned condensate trap and acid neutralizer. Put everything back together and checked for operation. Boiler fired up and washed immediately hit with an overwhelming smell of gas. Used sniffer around boiler and kept hitting on the fan motor. Checked for co and found none. Called lochinvar. While waiting for call back, we switched motors from the dead boiler to the working boiler, and tried running it. Found that motor was also causing gas to exit as well. Found conditions unsafe for operation. Lochinvar finally called back. They said this was a known issue. The seals in the motor went bad and was letting amounts of gas to leave the motor. Shut gas and power off, called Scott and Gordon and let them know what was going on. Called Branden as well to let him know the heat would be off. Checked over everything and made wire gas and power was off once more. Will need to be addressed asap.

Task #	Description	Quantity	Your Price	Your Total
Labor001	Labor rate for 1 technician for 1 hour - HVAC/Plumbing. This is for the above and beyond out of the realm of the maintenance agreement.	4.00	\$150.00	\$600.00
Labor001	Labor rate for 1 technician for 1 hour - HVAC After Hours James Omey	2.00	\$150.00	\$300.00
				<b>Sub-Total</b> \$900.00
				<b>Total Due</b> \$900.00
				<b>Balance Due</b> \$900.00

Please make payment within 10 days. Thank you in advance for your prompt payment!

I authorize M&M Plumbing, Heating & Cooling, Inc. to perform the agreed upon services.

I acknowledge that M&M Plumbing, Heating & Cooling, Inc. has completed the job as stated and agree to pay the invoiced amount.

11/14/2025

Tuscarora Township  
Attn: Township Supervisor

Project: Boiler Heat Exchanger Replacement

Location: Indian River, MI

Control Solutions, Inc. to provide labor and materials to replace the heat exchanger in a boiler within Tuscarora Township building. Our price includes the following:

**Work Including:**

- Replacement Lochinvar Heat Exchanger
- Permit
- Installation labor and material
- Haul away and disposal

Total Sum: \$25,310.00

\*\*\*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.



**DATE OF MEETING:** December 9, 2025

**TITLE:** Update on Bendzinski & Co. rate study

**SUMMARY:** Preliminary information has been submitted. A review call was completed on 12/2/2025, additional information is being compiled.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None



**DATE OF MEETING:** December 9, 2025

**TITLE:** RFB WWTP cold storage and ad

**SUMMARY:** Waiting for Performance Engineering.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None



**DATE OF MEETING:** December 9, 2025

**TITLE:** RFB WWTP screen & ad

**SUMMARY:** Waiting for RFB for screen and the ad. Waiting for Performance Engineer write up.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None



**DATE OF MEETING:** December 9, 2025

**TITLE:** Health Care Coverage for Employee Upon Death (non-union)

**SUMMARY:** Post legal review of proposed policy addition, see 11/11/2025 Board packet.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** Health Care Coverage for Employee Upon Death (non-union)

\* Proposed Tuscarora Township policy

### **Health care coverage for employee upon death (non-union)**

Full time employees who qualify for Employer provided health insurance benefits upon hire.

In the event of an ***unexpected*** death of employee, employee provided health care coverage shall be extended for not more than (90) days or 3 months coverage, from the date of death of the employee, to any insured member of said policy.

Tuscarora Township shall be responsible for sending certified letter to dependent of said health care coverage explaining the employer provided health care coverage will expire in (90) days or 3 months' worth of coverage.

Employee ***shall*** continue to contribute in cost share of said coverage. If employee can not contribute monthly cost share, coverage will be terminated at end of coverage month.

# **New Business**

**Sewer**

# Memo

**To:** Trudy Maves

**Date:** 12-5-25

**From:** Steve Corporon

**Re:** Tuscarora Township WWTP Expansion, Pay Request #16

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Attached for consideration by the Board of Trustees is pay request #16 from Grand Traverse Construction for the Tuscarora Township WWTP Expansion project in the amount of \$88,402.05. This pay request reflects all the work performed to date. Work this period included work on the building addition for housing blower #3 and the installation of blower #3. Remaining work includes relocation of the sludge tank decant lines and installation of a 2-inch water line and small hydrant.

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 \$60,643.81 and the USDA Phase II share of this pay request at \$27,758.24.

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

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.:	16	Application Date:	11/30/2025	
Application Period:	From	11/1/2025	to	11/30/2025
1. Original Contract Price	\$ 4,025,365.00			
2. Net change by Change Orders	\$ 343,652.71			
3. Current Contract Price (Line 1 + Line 2)	\$ 4,369,017.71			
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 4,270,843.59			
5. Retainage				
a. 1% X \$ 4,270,843.59 Work Completed =	\$ 42,708.44			
b. 1% X \$ - Stored Materials =	\$ -			
c. Total Retainage (Line 5.a + Line 5.b)	\$ 42,708.44			
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 4,228,135.15			
7. Less previous payments (Line 6 from prior application)	\$ 4,139,733.10			
8. Amount due this application	\$ 88,402.05			
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 140,882.56			

### Contractor's Certification

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Grand Traverse Construction

Signature: Paul E. Mahon Date: 12-2-25

### Recommended by Engineer

By: S.R. Corporation   
 Title: Project Manager  
 Date: 12/5/25

### Approved by Owner

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### Approved by Funding Agency

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

USDA Phase I: \$0.00      EGLE: \$0.00      USDA Phase II: \$27,758.24      EPA: \$60,643.81       \$88,402.05

### Progress Estimate - Lump Sum Work

## **Contractor's Application for Payment**

## Progress Estimate - Lump Sum Work

## **Contractor's Application for Payment**

USDA Phase I: \$0.00

EGLE: \$0.00

EPA:  $(\$89,295.00 \times 68.6\%) - \$612.56 (1\%) = \$60,643.81$

USDA Phase II:  $(\$89,295.00 \times 31.4\%) - \$280.39 (1\%) = \$27,758.24$

## SWORN STATEMENT

Owner Tuscarora Township

Date 12/2/25

State of MICHIGAN )

Company Name Grand Traverse Construction

County of GRAND TRAVERSE )ss.

**Completed By**

Phone 231-929-1000

Fax 231-929-4435

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:

Table 1. Summary of the main characteristics of the 1000 samples used in this study.

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

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

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

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES FALSE SWEORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTIO 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**

12-2-25

Page 1

Subscribed and sworn to me th

day of

---

Notary Public Signature

Ashley A. Meeuwes

---

Printed Name

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

## County, Michigan



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:

A handwritten signature in blue ink that appears to read "Jack Becker".

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**

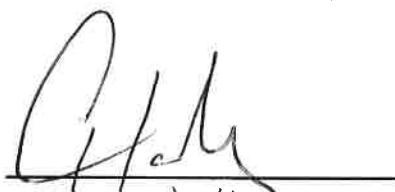
,  
GTC Job # **1-24106**

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:

  
\_\_\_\_\_  
Chris Halliday  
\_\_\_\_\_  
President  
\_\_\_\_\_  
1/3/25

Printed:

Title:

Date:

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

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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: 

Printed: Cassandra J Blas

Title: AKL

Date: 7/18/2025

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

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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:

A handwritten signature in black ink, appearing to read "Mike Richard".

Printed:

Mike Richard

Title:

GM

Date:

8-26-05

**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:

Lisa Bruinekool

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:** 12-5-25

**From:** Steve Corporon

**Re:** Tuscarora Township Sewer Extension Phase I - LPS, Pay Request #13

---

Attached for consideration by the Board of Trustees is pay request #13 from Matt's Underground for the Tuscarora Township Sewer Extension Phase I - LPS project in the amount of \$7,076.02. This pay request reflects all the work performed to date.

Work during this period consisted of installation of individual grinder pumps at individual residences.

The remaining work will continue to be focused on the installation of individual grinder pumps at residences.

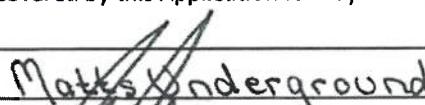
Please advise me if you have any questions regarding this pay request.

Sincerely,

*Steve Corporon*

**Performance Engineers, Inc.**

**Contractor's Application for Payment**

Owner:	Tuscarora Township		Owner's Project No.:	22-5797B
Engineer:	Performance Engineers, Inc.		Engineer's Project No.:	22-5797B
Contractor:	Matt's Underground		Contractor's Project No.:	2024-7107
Project:	Tuscarora Township Sewer Phase I			
Contract:	Tuscarora Township Sewer Extension Phase I - LPS			
Application No.:	13	Application Date:	12/2/2025	
Application Period:	From	10/28/2025	to	11/30/2025
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)				\$ 1,945,288.88
5. Retainage				
a.	1%	X \$ 1,945,288.88	Work Completed =	\$ 19,452.89
b.	5%	X \$ -	Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)				\$ 19,452.89
6. Amount eligible to date (Line 4 - Line 5.c)				\$ 1,925,835.99
7. Less previous payments (Line 6 from prior application)				\$ 1,918,759.97
8. Amount due this application				\$ 7,076.02
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)				\$ 364,885.65
<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.				
Contractor:	Matt's Underground			
Signature:				
				Date: 12/3/2025
Recommended by Engineer	Approved by Owner			
By: S.R. COPPONI				
Title: PROJECT MANAGER				
Date: 12/5/25				
Approved by Funding Agency				
By:				
Title:				
Date:				

USDA Phase I: \$0.00  
EGLE: \$7,076.02 → \$7,076.02

### Progress Estimate - Unit Price Work

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

### Contractor's Application for Payment

Owner's Project No.:	22-5797B
Engineer's Project No.:	22-5797B
Contractor's Project No.:	2024-7107

Application No.:		13	Application Period:		From	10/28/25	to	11/30/25	Application Date:				12/02/25
A	B	Contract Information				Work Completed			I	J	K	L	
		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) (\$)					
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	15.00	214,425.00			214,425.00	60%	142,950.00	
31	CURB AND GUTTER, CONC, DET C4	30.0	FT	\$ 85.00	2,550.00		-			-	0%	2,550.00	
32	DRIVEWAY, NONREINF CONC, 6 INCH	95.0	SYD	\$ 89.00	8,455.00	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		\$ 1,879,442.40	\$ -		\$ 1,879,442.40	84%	\$ 345,126.60	

## Progress Estimate - Unit Price Work

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

## **Contractor's Application for Payment**

**Owner's Project No.:** 22-5797B  
**Engineer's Project No.:** 22-5797B  
**Contractor's Project No.:** 2024-7107

# Memo

**To:** Trudy Maves

**Date:** 11-20-25

**From:** Steve Corporon

**Re:** Tuscarora Township Sewer Extension Phase I - Gravity, Change Order #4

---

Attached for consideration by the Board of Trustees is change order #4 for the Tuscarora Township Sewer Extension Phase I - Gravity project. This change order contains 1 item summarized as follows:

1. Change the final completion date to 1/31/26. Reason for Change: The final completion date should be extended to the end of January 2026 as the contractor has been prevented from completing the upgrades to the Arthur St lift station while the Township secures an easement in that location.

There is no change to the current contract amount associated with this change order. PEI recommends approval of change order #4.

Please advise me if you have any questions regarding this change order.

Sincerely,

*Steve Corporon*

**Performance Engineers, Inc.**

**CHANGE ORDER NO.: 4**

Owner: Tuscarora Township Owner's Project No.: 22-5797A  
Engineer: Performance Engineers, Inc. Engineer's Project No.: 22-5797A  
Contractor: Elmer's Contractor's Project No.: 541012  
Project: Tuscarora Township Sewer Phase I  
Contract Name: Tuscarora Township Sewer Extension Phase I - Gravity  
Date Issued: 12-9-25 Effective Date of Change Order: 12-9-25

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

1. Change final completion date to 1/31/26.

Reason for Change: The final completion date should be extended to the end of January 2026 as the contractor has been prevented from completing the upgrades to the Arthur St lift station while the Township secures an easement in that location.

Attachments: None.

Change in Contract Price	Change in Contract Dates
Original Contract Price:  \$ 2,688,787.51	Original Contract Dates:  Substantial Completion: 8-1-25 Ready for final payment: 8-29-25
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3:  \$ 18,915.00	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3:  Substantial Completion: 54 days Ready for final payment: 63 days
Contract Price prior to this Change Order:  \$ 2,707,702.51	Contract Dates prior to this Change Order:  Substantial Completion: 9-24-25 Ready for final payment: 10-31-25
[Increase] [Decrease] this Change Order:  \$ N/A	[Increase] [Decrease] this Change Order:  Substantial Completion: N/A Ready for final payment: 92 days
Contract Price incorporating this Change Order:  \$ 2,707,702.51	Contract Dates with all approved Change Orders:  Substantial Completion: 9-24-25 Ready for final payment: 1-31-26

Recommended by Engineer

By: Open Nav  
Title: Project Engineer  
Date: 11-18-25

Accepted by Contractor

Digitally signed by Jeffrey Allen  
DN: cn=Jeffrey Allen , o=Elmer's  
Crane and Dozer, Inc.,  
email=ja1571@teamelmers.com  
Date: 2025.11.19 10:18:14 -05'00'

Authorized by Owner

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by Funding Agency

---



**DATE OF MEETING:** December 9, 2025

**TITLE:** HACH Service Partnership Quotation

**SUMMARY:** Annual service agreement for WWTP and HACH to service the spectrophotometer. A sewer plant uses a spectrophotometer to measure water quality parameters like nutrient levels (nitrogen, phosphorus), metals, and organic compounds to ensure the treatment process is effective and the discharge meets regulatory standards. It provides rapid, precise, and versatile analysis of various contaminants, allowing operators to monitor process efficiency, control chemical dosing, and identify non-compliant or harmful flows.

**FINANCIAL IMPACT:** See quote, \$961/annually

**RECOMMENDATION:** discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None



## HACH SERVICE PARTNERSHIP QUOTATION

Page : 1 of 4  
Partnership Number : HACH653914

**Headquarters**  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**

**WebSite:** [www.hach.com](http://www.hach.com)

**Remittance**  
2207 Collections Center Dr  
Chicago, IL 60693

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593



**Partnership Number :** HACH653914      **Version :** 0.6      **Quotation Date :** 24-NOV-25  
**Expiration Date :** 12-FEB-26

<b>Hach Company Contact :</b>	Giannini, Kim	<b>Service Partnership Phone :</b>	(800) 227-4224 x6177	<b>Service Partnership Email :</b>	renewal@hach.com
<b>Customer Ref :</b>	RENEWAL QUOTE	<b>Customer Fax :</b>		<b>Customer Contact :</b>	MAYER, JENNIFER
<b>Customer Phone :</b>	2312681224			<b>Customer Email :</b>	Jennifer.mayer@meadhunt.com

<b>Bill-To Account # 40263161</b>		<b>Ship-To Account # 40263161</b>		
Customer Name	TUSCARORA TOWNSHIP	Customer Name	TUSCARORA TOWNSHIP	<b>Payment Terms:</b> Net 30
Address4		Address4		<b>Billing Method:</b> Annual-Invoices on START Date
Address1	PO BOX 220	Address1	3546 S STRAITS HWY	<b>Currency:</b> USD
Address2		Address2		
Address3		Address3		
City,State, PostalCode	INDIAN RIVER-MI-49749-0220	City,State, Postalcode	INDIAN RIVER-MI-49749-8412	
Province/ Country	US	Province/ Country	US	

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	BSPDR3900	24-FEB-26	23-FEB-27	Bnch Svc-DR3900 (FRV1):24-FEB-2026:23-FEB-2027	961.00
1.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1608768	

**Sub Total :** 961.00  
**Tax:** 0.00  
**Total :** 961.00

### Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance



## HACH SERVICE PARTNERSHIP QUOTATION

Page : 2 of 4  
Partnership Number : HACH653914

**Headquarters**  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**

**WebSite:** [www.hach.com](http://www.hach.com)

**Remittance**  
2207 Collections Center Dr  
Chicago, IL 60693

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

**Customer Name :** TUSCARORA TOWNSHIP

**Customer P.O. Number :** \_\_\_\_\_

**Customer Reference Number :** \_\_\_\_\_

## TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

### 1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

### 2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

### 3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

### 4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

### 5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

### 6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from settling off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

### 7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

### 8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or



## HACH SERVICE PARTNERSHIP QUOTATION

Page : 3 of 4  
Partnership Number : HACH653914

**Headquarters**  
P.O. Box 389  
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**Purchase Orders**

**WebSite:** [www.hach.com](http://www.hach.com)

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**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

services by the Buyer or any third party affiliated or in privity with Buyer.

### 9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

### 10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

### 11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

### 12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

### 13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

### 14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

### 15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

### 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons or to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

### 17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

### 18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

### 19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products



## HACH SERVICE PARTNERSHIP QUOTATION

Page : 4 of 4  
Partnership Number : HACH653914

**Headquarters**  
P.O. Box 389  
5600 Lindbergh Drive  
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Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 026009593

delivered hereunder.

### 20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

### 21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



**DATE OF MEETING:** December 9, 2025

**TITLE:** Cheboygan County Road Commission Road Project commitment

**SUMMARY:** The Cheboygan County Road Commission is again offering a matching funds of up to \$25,000 for road projects for 2026. The Township would commit to \$25,000, for a total of \$50,000. The Road commission requests a \$5,000 downpayment.

**FINANCIAL IMPACT:** \$5,000 initial downpayment to enter into the road project agreement of \$50,000.

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** Authorization for CCRC



**DATE OF MEETING:** December 9, 2025

**TITLE:** Transfers to Parks

**SUMMARY:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None

Police and Library maintenance for 2025/2026 year

Move (Debit) 207-301-805-00 Police Facility Contracted Maintenance for \$1,500.00

Move (Debit) 271-790-805.00 Library Facility Contracted Maintenance for \$1,500.00

To (Credit) 101-000-628.00 Charges for Services Rendered, Park for \$3,000.00

DDA for snow removal and maintenance for 2025/2026 year \$5,000.00 (Approved by DDA)

Move (Debit) 248-728-934.00 DDA Repairs & Maintenance \$5,000.00

Move (Credit) 101-000-628-00 Charges for Services Rendered, Park \$5,000.00



**DATE OF MEETING:** December 9, 2025

**TITLE:** Designate the Parks Commission the “Selecting Committee” for employment issues relating to Parks Commission Personnel.

**SUMMARY:** TT-MI Personnel Administration 5.0, section 1-6 allows for the designation of a “selecting committee” for employment, Section 2 Definitions, item a, to clarify the responsibilities of the Parks Commission with regard to employment issues.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** TT-MI Personnel Policy 5.0, sections 1-6

## **Tuscarora Township**

### **5.0 Personnel Administration**

#### **5.1 General Employee Hiring Policy**

##### **Section I: Purpose and Intent**

The purpose and intent of this policy is to provide procedures to be utilized in the selection of general Township employees.

##### **Section 2: Definitions**

The following words, terms, and phrases shall have the meanings indicated:

- a. Selecting Official. The Selecting Official(s) will be designated by the Township Board, and it will be determined by the Board whether to permit the Selecting Official(s) to have full hiring authority for each employment position to be considered, OR to require the Selecting Official(s) to present qualified applicant recommendations to the Township Board as a whole. The Selecting Official(s) may be the Township supervisor, the direct supervisor of the department requesting the employee, or an officer or employee of the Township, and may be assisted by other Township Board members or Township employees.
- b. The Township's Board shall remain responsible for all employment conditions within the Township, including, but not limited to: hiring and firing of employees, job transfers, working conditions, employee complaints and other responsibilities.
- c. Full-time position. A regular full-time employee is one who works a minimum of 35 hours per week.  
Part-time position. A regular part time employee is one who works less than 35 hours per week.
- d. Temporary or Seasonal position. A temporary or seasonal employee is one who works full or part time but six months or less in a calendar year.
- e. "At-Will" Employer. Unless otherwise determined by labor agreement or employment contract with the Township, Tuscarora Township is an "At-Will" employer. The employment relationship is for an indefinite period of time and can be terminated at any time, with or without cause and with or without notice. No employee, Supervisor or any other person except the Township Board, in writing signed by the Board, has the authority to enter into any employment agreement on behalf of the Township for any specified period of time, pursuant to any particular conditions, or make any agreements.

##### **Section 3: Notices and Applications**

- a. Prior to establishing an eligibility list for any position, the Selecting Officials(s) shall provide public notice that the Township is accepting applications for employment and what the minimum requirements of the position and for making an application are. The public notice may be published in the same newspapers used by the Township for legal publications and in any other newspapers, trade magazines, and websites (including the

Township's official website) deemed appropriate by the Selecting Officer(s) for the position.

- b. The minimum requirements for any position shall be established by the job description, consistent with Township Board approved policies and employee manuals, applicable laws, and generally accepted public sector employment standards.

#### **Section 4: Interviews, Hiring Decisions, and Notifications**

- a. The Selecting Official(s) shall present up all qualified applicants to the Township Board for consideration, interviews, and approval, except when the Selecting Officials(s) had prior full authority to hire for that particular position. All applicants deemed to be "qualified" will be subject to a background check prior to approval by the Township Board or Selecting Official(s). Any applicant that will have access to township funds or monies will also be subject to a credit/financial check.
- b. All interviewed applicants will be notified by the Selecting Official(s) that they have or have not been selected for employment, and if selected, the requirements for accepting and beginning employment.

#### **Section 5: General**

- a. Amendments to this policy must be presented to the Board of Trustees and may be adopted, as modified, at a successive meeting.
- b. The current hiring policies shall be posted on the Township's website.

#### **Section 6: Equal Employment Opportunity**

The Township is an equal opportunity employer. It does not discriminate against applicants on the basis of race, sex religion disability, national origin or another protected status under state and federal law.

## **Personnel policy – Employee Handbook**

### **5.2 Terms of Employment**

Tuscarora Township is an "at-will" employer. An "at-will" means that the employment relationship is for an indefinite period of time and can be terminated at any time, with or without cause and with or without notice. The provisions contained in this Handbook supersede any and all contrary representations that have been made by either Tuscarora Township or yourself. No employee, supervisor or any other person except the Township Board, in writing signed by the Board, has the authority to enter into any employment agreement on behalf of the Township for any specified period of time, pursuant to any particular conditions, or to make any agreement contrary to the terms expressed in the Handbook.

### **5.3 Applicability**

This handbook is applicable to all Township employees.

### **5.4 Open Door Policy**

It is Tuscarora Township's desire to provide good working conditions and to maintain a harmonious working relationship among employees, as well as between employees and management. In order to correct any work-related problems, Tuscarora Township must be fully informed about them. Therefore, Tuscarora Township has an "open door" problem solving policy. Employees are encouraged to discuss concerns or suggestions with their supervisor. Employees who believe that their supervisor has not or cannot adequately address the situation are encouraged to discuss the problem with the Township Supervisor or the Board. This procedure should in no way foreclose the direct discussions the Township has always had on an informal basis.

Tuscarora Township's employment practices are based on job qualifications without regard to race, color, national origin, religion, age, sex, marital status, height, weight, disability, or any other classifications protected by applicable law. Employees who believe this policy has been violated must speak with their supervisor. Employees, who believe their supervisor has not or cannot adequately address the problem, must speak with the Township Supervisor or Board. Disabled employees who feel accommodation is needed to perform their job must notify their supervisor in writing of the need for reasonable accommodation within 182 calendar days after the date the employee knew or reasonably should have known that an accommodation was needed. The Township will make reasonable accommodations that do not pose an undue hardship.

### **5.5 Training Period**

Your first ninety days of employment with Tuscarora Township are considered to be a period of training and adjustment. You will receive additional training during this time, and you should not be hesitant about asking questions to help you better understand your job, policies, procedures, and the goals of the organization. You may become eligible for benefits as described in this Handbook following the satisfactory completion of the training period.

### **5.6 Employment Status**

- Regular Full Time: A regular full-time employee is one who works a minimum of 35 hours per week.
- Regular Part-Time: A regular part time employee is one who works a maximum 35 less than 35 hours per week.

- **Temporary or Seasonal:** A temporary or seasonal employee is one who works full time or part time but six months or less in a calendar year.

If the terms of a policy, procedure or benefit vary according to the classification that an employee holds, the terms that apply to employees in that classification will be specifically described. The Township's Board shall remain responsible for all employment conditions within the Township including, but not limited to: hiring and firing of employees, job transfers, working conditions, employee complaints and other responsibilities.

### **5.7 Work Schedule**

The workday begins each day at midnight. The workweek begins each Sunday morning at midnight. The Township will pay overtime for all hours worked over forty in a workweek at time-and-one-half the regular rate of pay. Lunch periods will be scheduled by your supervisor and are generally for a one-hour period of time, but must be at least thirty (30) minutes. Lunch periods must be taken away from your workstation and will be unpaid.

### **5.8 Timekeeping**

Tuscarora Township tracks hours worked by the use of a time card. All nonexempt employees are required to track their hours. Nonexempt employees are eligible to receive time and one-half for overtime.

Entries on your time card will not be counted unless initialed by your supervisor.

### **5.9 Overtime Policy**

You may be asked to work longer than your scheduled shift. Your supervisor will give you as much advance notice as possible when extra work is required. You should not begin working before your normal starting time, work through your lunch period or continue working after your normal quitting time without first getting your supervisor's approval. Hourly and salaried non-exempt employees will receive overtime pay (1 1/2 times your regular pay): For all hours worked in excess of forty hours per workweek. Only hours actually worked are counted in determining if you are entitled to overtime pay. Exempt employees will not receive overtime pay when working more than forty hours in a workweek.

### **5.10 Unpaid Personal Leave of Absence**

Any employee may request a personal leave of absence, for a period not to exceed (3) months. Extensions of unpaid leave may be considered on a per request basis. Accumulated paid sick leave, personal leave day and/or vacation days must be utilized prior to the granting of an unpaid leave of absence.

Employees are required to submit written requests for unpaid leaves of absence as far in advance as possible. Such written requests shall state the reason for the leave and its anticipated length. All requests must be approved by the Township Board who shall specify the beginning and ending dates of the leave. If granted, the leave will be unpaid, and benefits will not continue to accumulate during the absence.

### **5.11 Personal, Sick Leave, and Vacation Days**

#### **A. Paid Sick Leave (Michigan ESTA-Compliant)**

**Eligibility & Accrual (as approved by TT-MI Board of Trustees at the regular meeting of August 12, 2025)**



**DATE OF MEETING:** December 9, 2025

**TITLE:** Resignations

**SUMMARY:** Board of Trustees resignation; FOIA coordinator resignation.

**FINANCIAL IMPACT:** TBD

**RECOMMENDATION:** Discuss

**PREPARED BY:** Supervisor

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

**ATTACHMENTS:** None

Susan Fisher  
439 E Indian Wood Trails  
Indian River, MI 49749

November 13, 2025

Tuscarora Township Clerk  
PO Box 220  
Indian River, MI 49749

Re: Resignation from Trustee

Dear Township Board Members:

Please accept this letter as formal written notification of my resignation from the position of Trustee on the Tuscarora Township Board.

My last day of employment will be November 28, 2025.

It has been a privilege to serve on the board, and I am grateful for the opportunity to serve the community through this role. I have enjoyed working with my fellow board members and appreciate the support and collaboration we have shared.

Please let me know how I can assist during this transition period to ensure a smooth handover of my responsibilities.

Thank you for your understanding.

Sincerely,



Susan Fisher

December 2, 2025

Tuscarora Township Clerk

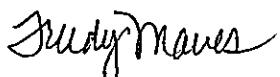
PO Box 220

Indian River, MI 49479

Tuscarora Township Board:

Effective 12/9/2025, I am resigning as FOIA coordinator. It is inefficient for me to attempt to respond to FOIA requests as the records most requested are unavailable to me.

Most Sincerely,



Trudy Maves, Supervisor