

TUSCARORA TOWNSHIP  
3546 S. Straits Hwy  
Indian River, MI 49749  
January 3, 2023 Meeting Agenda

1. Call to Order with Pledge of Allegiance
2. Roll Call of Board Members
3. Board Member Conflict of Interest Statement (if applicable)
4. Public Hearing Establishment of Sewer District Phase 2
5. Public Comment on Agenda Items
6. Approval of Consent Agenda
  - a. Bills Report
  - a. Treasurer Report
  - b. Minutes
  - c. Correspondence
  - d. KCI mailings
  - e. Capital Purchase
  - f. Ballot Containers
  - g. Reports:
    - Parks, No Report
    - Planning, No Report
    - Library
    - Sewer
    - Airport
    - Police
    - Assessor, No Report
    - DDA
    - FOIA
7. Old Business
  - a. Decision to establish SAD Phase 2
8. New Business
  - a. Blight Remediation Grant
  - b. Attorney Resume (appt Selecting Officials)
  - c. HVAC Maintenance Agreement
  - d. Assessor Bid
  - e. Board of Review Vacancy
  - f. 2022 Audit Final
  - g. Planning Commission Ordinance
  - h. Fair Market Value (township property)
  - i. Fire Department Contract
  - j. Deputy Clerk Compensation
  - k. Deputy Clerk Assistance
  - l. Township Compensation
  - m. Work Comp Noncompliance Penalty
9. Public Comment
10. Board Comment
11. Motion to Adjourn

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

User: LAURA

EXP CHECK RUN DATES 01/01/2023 - 01/31/2023

DB: Tuscarora

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
7206	AQUA IRRIGATION AND LANDSCAPE	12/05/2022	01/05/2023	5,880.00	5,880.00	Open	N
7186	BLARNEY CASTLE OIL CO	11/09/2022	01/08/2023	3,297.03	3,297.03	Open	N
7172	CAR QUEST AUTO PARTS	12/27/2022	01/10/2023	29.42	29.42	Open	N
7173	CAR QUEST AUTO PARTS	12/07/2022	01/10/2023	27.04	27.04	Open	N
7174	CAR QUEST AUTO PARTS	12/08/2022	01/10/2023	4.29	4.29	Open	N
7175	CAR QUEST AUTO PARTS	12/08/2022	01/10/2023	28.38	28.38	Open	N
7176	CAR QUEST AUTO PARTS	12/15/2022	01/10/2023	3.69	3.69	Open	N
7177	CAR QUEST AUTO PARTS	12/14/2022	01/10/2023	103.77	103.77	Open	N
7178	CAR QUEST AUTO PARTS	12/13/2022	01/10/2023	4.93	4.93	Open	N
7179	CAR QUEST AUTO PARTS	12/22/2022	01/10/2023	15.81	15.81	Open	N
7180	CAR QUEST AUTO PARTS	12/21/2022	01/10/2023	179.13	179.13	Open	N
Total for vendor 00093 - CAR QUEST AUTO PARTS:				396.46	396.46		
7203	CHARTER COMMUNICATIONS	12/20/2022	01/06/2023	239.94	239.94	Open	N
7199	CHEBOYGAN COUNTY	12/06/2022	01/05/2023	15.20	15.20	Open	N
7204	CLASSIC CLEANING	12/26/2022	01/15/2023	547.50	547.50	Open	N
7200	DAN'S AUTO REPAIR	12/07/2022	01/07/2023	167.29	167.29	Open	N
7201	DAN'S AUTO REPAIR	12/07/2022	01/07/2023	91.91	91.91	Open	N
Total for vendor 00150 - DAN'S AUTO REPAIR:				259.20	259.20		
7198	ELECTION SOURCE	12/05/2022	01/04/2023	33.97	33.97	Open	N
7192	EMMET COUNTY	11/30/2022	12/30/2022	24.15	24.15	Open	N
7190	GABRIDGE & COMPANY, PLC	12/14/2022	12/29/2022	740.00	740.00	Open	N
7184	GFL ENVIRONMENTAL USA, INC.	11/30/2022	12/30/2022	240.63	240.63	Open	N
7185	GINOP SALES, INC.	12/27/2022	01/10/2023	338.39	338.39	Open	N
7188	GINOP SALES, INC.	12/12/2022	01/10/2023	218.53	218.53	Open	N
Total for vendor 00199 - GINOP SALES, INC.:				556.92	556.92		
7197	GREAT LAKES FIREWORKS	12/16/2022	01/01/2023	7,500.00	7,500.00	Open	N
7183	HARRELL'S INC	11/30/2022	12/30/2022	1,885.00	1,885.00	Open	N
7187	K & J SEPTIC SERVICE	10/17/2022	12/30/2022	320.00	320.00	Open	N
7205	K & J SEPTIC SERVICE	12/14/2022	01/17/2023	320.00	320.00	Open	N
Total for vendor 00256 - K & J SEPTIC SERVICE:				640.00	640.00		
7191	LEIGH ANN SOCHA	12/14/2022	01/14/2023	120.00	120.00	Open	N
7209	MEAD & HUNT	11/17/2022	12/17/2023	5,900.00	5,900.00	Open	N
7207	MERCHANT EXCAVATING & SEPTIC SVC,	12/11/2022	01/11/2023	1,200.00	1,200.00	Open	N
7196	MUNICIPAL EMP. RETIREMENT	12/31/2022	01/20/2023	11,975.17	11,975.17	Open	N
7181	PROJECT ARTS & IDEAS	12/06/2022	01/06/2023	3,200.00	3,200.00	Open	N
7189	SAULT-CHEBOYGAN MEDIA GROUP	12/24/2022	12/31/2022	410.85	410.85	Open	N
7208	STATE OF MICHIGAN	12/15/2022	01/31/2023	491.50	491.50	Open	N
7202	THE COMPUTER SOURCE	12/20/2022	01/01/2023	2,101.99	2,101.99	Open	N
7194	TUSCARORA TOWNSHIP	12/31/2022	01/16/2023	194.92	194.92	Open	N
7195	TUSCARORA TOWNSHIP	12/30/2022	01/16/2023	194.92	194.92	Open	N
Total for vendor 00455 - TUSCARORA TOWNSHIP:				389.84	389.84		
7210	USA BLUE BOOK	12/08/2022	01/08/2023	286.70	286.70	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
7193	VANS BUSINESS MACHINE	12/19/2022	01/18/2023	30.03	30.03	Open	N
7211	WOLVERINE POWER SYSTEMS	12/19/2022	01/15/2023	482.05	482.05	Open	N
# of Invoices:		39	# Due: 39	Totals:	48,844.13	48,844.13	
# of Credit Memos:		0	# Due: 0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				48,844.13	48,844.13		

--- TOTALS BY FUND ---

101 - GENERAL FUND	37,381.63	37,381.63
207 - POLICE FUND	120.00	120.00
248 - DOWNTOWN DEVELOPMENT AUTHOR	3,200.00	3,200.00
271 - LIBRARY FUND	273.75	273.75
590 - SEWER FUND	7,868.75	7,868.75

--- TOTALS BY DEPT/ACTIVITY ---

101 - TOWNSHIP BOARD	20,911.19	20,911.19
171 - SUPERVISOR	2,101.99	2,101.99
262 - ELECTIONS	33.97	33.97
265 - BUILDING AND GROUNDS	273.75	273.75
271 -	3,200.00	3,200.00
301 - POLICE	120.00	120.00
528 - RUBBISH COLLECTION-DISPOSAL	24.15	24.15
536 - WATER AND SEWER SYSTEMS	7,868.75	7,868.75
595 - AIRPORT	259.20	259.20
655 -	273.75	273.75
751 - PARKS AND RECREATION	13,777.38	13,777.38



Check Register Report For Tuscarora Township  
For Check Dates 11/30/2022 to 12/31/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/09/2022	POOL	34044	MESSA	2,334.84	2,334.84	0.00	Open
12/09/2022	POOL	34045	MICHIGAN STATE DISBURSEMENT UNIT	222.01	222.01	0.00	Open
12/09/2022	POOL	34046	UMB BANK, F/B/O PLANMEMBER	600.00	600.00	0.00	Open
12/09/2022	POOL	34047	FRATERNAL ORDER OF POLICE	320.00	320.00	0.00	Open
12/22/2022	POOL	34073	WIMER, CINDY J	637.50	547.89	0.00	Open
12/22/2022	POOL	34074	MESSA	1,232.89	1,232.89	0.00	Open
12/22/2022	POOL	34075	MICHIGAN STATE DISBURSEMENT UNIT	222.01	222.01	0.00	Open
12/22/2022	POOL	34076	UMB BANK, F/B/O PLANMEMBER	600.00	600.00	0.00	Open
12/22/2022	POOL	34077	MICHIGAN STATE DISBURSEMENT UNIT	222.01	222.01	0.00	Open
12/08/2022	POOL	DD810	DECKER, LAURA L	1,089.00	0.00	896.40	Cleared
12/08/2022	POOL	DD811	DILLAHA, JANICE A	192.31	0.00	177.61	Cleared
12/08/2022	POOL	DD812	KRAMER, ROBERT A	163.08	0.00	98.67	Cleared
12/08/2022	POOL	DD813	VANCE, JANET M	163.08	0.00	143.67	Cleared
12/08/2022	POOL	DD814	RIDLEY, MICHAEL E	939.69	0.00	827.86	Cleared
12/08/2022	POOL	DD815	REIDSMA, JAY D	939.69	0.00	827.86	Cleared
12/08/2022	POOL	DD816	BALAZOVIC, BOBBI J	1,072.19	0.00	895.56	Cleared
12/08/2022	POOL	DD817	MCGOVERN, CLAYTON M	1,730.77	0.00	1,384.78	Cleared
12/08/2022	POOL	DD818	WITULSKI, THERESA M	328.40	0.00	281.48	Cleared
12/08/2022	POOL	DD819	ANDERSON, MICKEL M	2,657.84	0.00	2,070.25	Cleared
12/08/2022	POOL	DD820	BLUMKE, BRANDON D.	2,852.70	0.00	1,826.37	Cleared
12/08/2022	POOL	DD821	CHAMBERLAIN, WALTER C.	2,601.80	0.00	1,684.91	Cleared
12/08/2022	POOL	DD822	DIEHL, CHRISTOPHER V	2,543.80	0.00	1,630.77	Cleared
12/08/2022	POOL	DD823	JOHNSON, JEFFREY A.	2,241.60	0.00	1,198.94	Cleared
12/08/2022	POOL	DD824	JONES, JACKSON E	2,748.07	0.00	1,868.08	Cleared
12/08/2022	POOL	DD825	LALONDE, STACY A	2,241.60	0.00	1,758.58	Cleared
12/08/2022	POOL	DD826	MYERSON, JANET C	2,577.84	0.00	1,746.55	Cleared
12/08/2022	POOL	DD827	TEMPLE, JR, GORDON M.	2,958.40	0.00	1,661.64	Cleared
12/08/2022	POOL	DD828	ERDMANN, LORETTA	528.00	0.00	429.10	Cleared
12/08/2022	POOL	DD829	LINTZ, SANDRA L	992.00	0.00	782.13	Cleared
12/08/2022	POOL	DD830	MILLER, HELEN J	629.00	0.00	552.32	Cleared

Check Register Report For Tuscarora Township  
For Check Dates 11/30/2022 to 12/31/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/08/2022	POOL	DD831	RUTKOWSKI, KELSEY J	1,538.46	0.00	1,238.45	Cleared
12/08/2022	POOL	DD832	HANEL, DREW E	1,538.46	0.00	1,188.62	Cleared
12/08/2022	POOL	DD833	SCHOFIELD, DOUGLAS D	2,115.38	0.00	1,441.48	Cleared
12/22/2022	POOL	DD834	KRAMER, ROBERT A	163.08	0.00	98.68	Cleared
12/22/2022	POOL	DD835	DILLAHA, JANICE A	192.31	0.00	177.59	Cleared
12/22/2022	POOL	DD836	DECKER, LAURA L	1,170.00	0.00	958.04	Cleared
12/22/2022	POOL	DD837	VANCE, JANET M	163.08	0.00	143.68	Cleared
12/22/2022	POOL	DD838	RIDLEY, MICHAEL E	939.69	0.00	783.90	Cleared
12/22/2022	POOL	DD839	REIDSMA, JAY D	939.69	0.00	827.87	Cleared
12/22/2022	POOL	DD840	BALAZOVIC, BOBBI J	1,072.19	0.00	895.56	Cleared
12/22/2022	POOL	DD841	WITULSKI, THERESA M	750.00	0.00	608.64	Cleared
12/22/2022	POOL	DD842	MCGOVERN, CLAYTON M	1,730.77	0.00	1,384.79	Cleared
12/22/2022	POOL	DD843	MYERSON, JANET C	2,279.10	0.00	1,685.61	Cleared
12/22/2022	POOL	DD844	JONES, JACKSON E	2,234.40	0.00	1,611.82	Cleared
12/22/2022	POOL	DD845	CHAMBERLAIN, WALTER C.	2,277.60	0.00	1,619.83	Cleared
12/22/2022	POOL	DD846	BLUMKE, BRANDON D.	2,522.40	0.00	1,744.56	Cleared
12/22/2022	POOL	DD847	DIEHL, CHRISTOPHER V	2,241.60	0.00	1,582.43	Cleared
12/22/2022	POOL	DD848	TEMPLE, JR, GORDON M.	2,958.40	0.00	1,784.65	Cleared
12/22/2022	POOL	DD849	ANDERSON, MICKELO M	2,717.87	0.00	2,163.15	Cleared
12/22/2022	POOL	DD850	LALONDE, STACY A	2,241.60	0.00	1,798.59	Cleared
12/22/2022	POOL	DD851	BECKWITH, CHARLES A	75.00	0.00	69.27	Cleared
12/22/2022	POOL	DD852	JOHNSON, JEFFREY A.	2,241.60	0.00	1,380.57	Cleared
12/22/2022	POOL	DD853	MILLER, HELEN J	687.65	0.00	601.76	Cleared
12/22/2022	POOL	DD854	RUTKOWSKI, KELSEY J	1,538.46	0.00	1,238.45	Cleared
12/22/2022	POOL	DD855	LINTZ, SANDRA L	800.00	0.00	612.97	Cleared
12/22/2022	POOL	DD856	ERDMANN, LORETTA	596.80	0.00	482.14	Cleared
12/22/2022	POOL	DD857	SCHOFIELD, DOUGLAS D	2,115.38	0.00	1,441.49	Cleared
12/22/2022	POOL	DD858	HANEL, DREW E	1,538.46	0.00	1,188.61	Cleared
12/22/2022	POOL	DD859	ANDERSON, MICKELO M	4,000.00	0.00	3,251.09	Cleared
12/22/2022	POOL	DD860	LALONDE, STACY A	4,000.00	0.00	3,115.67	Cleared

Check Register Report For Tuscarora Township  
For Check Dates 11/30/2022 to 12/31/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/09/2022	POOL	EFT433	INTERNAL REVENUE SERVICE	8,147.93	8,147.93	0.00	Open
12/09/2022	POOL	EFT434	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	398.85	398.85	0.00	Open
12/09/2022	POOL	EFT435	STATE OF MICHIGAN	1,417.56	1,417.56	0.00	Open
12/22/2022	POOL	EFT436	INTERNAL REVENUE SERVICE	8,212.49	8,212.49	0.00	Open
12/22/2022	POOL	EFT437	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	398.85	398.85	0.00	Open
12/22/2022	POOL	EFT438	STATE OF MICHIGAN	1,437.47	1,437.47	0.00	Open
12/22/2022	POOL	EFT439	INTERNAL REVENUE SERVICE	1,732.27	1,732.27	0.00	Open
12/22/2022	POOL	EFT440	STATE OF MICHIGAN	290.96	290.96	0.00	Open
Totals:			Number of Checks: 068	109,997.93	28,338.03	59,863.49	
Total Physical Checks:			9				
Total Check Stubs:			59				

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022 NORMAL (ABNORMAL)	MONTH 12/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
Dept 000						
101-000-402.00	PROPERTY TAXES	265,062.00	0.00	0.00	265,062.00	0.00
101-000-410.00	CURRENT PP TAX	500.00	0.00	0.00	500.00	0.00
101-000-412.00	DELINQUENT PERSONAL PROPERTY TAX	200.00	0.00	0.00	200.00	0.00
101-000-426.00	SWAMP TAX/STATE LAND TAX	9,091.89	0.00	0.00	9,091.89	0.00
101-000-434.00	TRAILER PARK FEES	150.00	0.00	0.00	150.00	0.00
101-000-445.00	PENALTIES ON TAXES	2,000.00	0.00	0.00	2,000.00	0.00
101-000-447.00	TAX ADMINISTRATION FEE	110,000.00	30,129.72	188.36	79,870.28	27.39
101-000-448.00	STATE REIM. SUMMER TAX	9,378.00	9,012.50	0.00	365.50	96.10
101-000-451.00	SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
101-000-477.00	CABLE FRANCHISE FEES	4,700.00	2,767.08	0.00	1,932.92	58.87
101-000-491.00	CEMETERY FEES	5,000.00	4,766.88	0.00	233.12	95.34
101-000-492.00	RECYCLING PERMIT FEES	500.00	0.00	0.00	500.00	0.00
101-000-502.00	FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00
101-000-566.00	STATE REC GRANT	54,000.00	0.00	0.00	54,000.00	0.00
101-000-567.00	STATE GRANTS ARPA	0.00	0.00	0.00	0.00	0.00
101-000-573.00	LOCAL COMMUNITY STABILIZATION SHARE	7,000.00	0.00	0.00	7,000.00	0.00
101-000-574.00	STATE SHARED REVENUE - SALES/USE	294,895.00	120,664.00	0.00	174,231.00	40.92
101-000-576.00	SPEC ELECTION REIMB	0.00	2,847.35	0.00	(2,847.35)	100.00
101-000-626.00	CHARGES FOR SERVICES RENDERED	1,500.00	2,298.00	0.00	(798.00)	153.20
101-000-628.00	CHARGES FOR SERV. RENDERED, PARK	5,000.00	29,600.00	0.00	(24,600.00)	592.00
101-000-629.00	CHARGES FOR SERVICES-METRO ACT	0.00	0.00	0.00	0.00	0.00
101-000-630.00	CHARGES FOR SERVICES - AIRPORT	1,200.00	1,589.00	0.00	(389.00)	132.42
101-000-642.00	CHARGES FOR CEMETERY GRAVE SITES	2,000.00	3,515.00	0.00	(1,515.00)	175.75
101-000-643.00	LAND SALES	5,000.00	24,272.00	0.00	(19,272.00)	485.44
101-000-644.00	VETERANS PIER BRICK PAVERS	500.00	50.00	0.00	450.00	10.00
101-000-653.00	BOAT LAUNCH FEES	0.00	0.00	0.00	0.00	0.00
101-000-665.00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
101-000-666.00	DIVIDENDS	0.00	0.00	0.00	0.00	0.00
101-000-667.00		3,800.00	1,843.00	0.00	1,957.00	48.50
101-000-670.00	MARINA PARK LEASE	1,500.00	0.00	0.00	1,500.00	0.00
101-000-675.00	CONTRIBUTIONS FROM PRIVATE SOURC	7,500.00	5,700.00	0.00	1,800.00	76.00
101-000-675.01	RECREATION DEPARTMENT CONTRIBUTI	0.00	100.00	0.00	(100.00)	100.00
101-000-676.00	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
101-000-676.01	DDA ADMINISTRATOR REIM.	0.00	0.00	0.00	0.00	0.00
101-000-676.02	REIMBURSEMENTS - PARKS & REC	0.00	0.00	0.00	0.00	0.00
101-000-687.00	REFUNDS/REBATES	0.00	3,462.25	0.00	(3,462.25)	100.00
101-000-689.00	CASH OVER OR SHORT	0.00	(27.60)	0.00	27.60	100.00
101-000-693.00	GAIN ON SALE FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
101-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		790,476.89	242,589.18	188.36	547,887.71	30.69
Dept 999						
101-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		790,476.89	242,589.18	188.36	547,887.71	30.69
Expenditures						
Dept 101						
101-101-703.00	TOWNSHIP BOARD TRUSTEE SALARIES	8,734.00	3,960.52	652.32	4,773.48	45.35

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED	BUDGET	12/31/2022	MONTH 12/31/2022	BALANCE		
				NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)		
Fund 101 - GENERAL FUND								
Expenditures								
101-101-704.00	ADMINISTRATIVE ASSISTANT		0.00	(75.00)	0.00	75.00		100.00
101-101-704.01	DDA ADMINISTRATOR		0.00	0.00	0.00	0.00		0.00
101-101-704.02	OFFICE ASSISTANT	28,080.00		11,411.77	2,259.00	16,668.23		40.64
101-101-704.03	WAGES TWP PROP MGT		0.00	0.00	0.00	0.00		0.00
101-101-709.00	TOWNSHIP TRUSTEE FICA	2,816.27		2,850.62	222.71	(34.35)		101.22
101-101-709.01	TWP PROP MGT FICA		0.00	0.00	0.00	0.00		0.00
101-101-710.00	EMPLOYERS MESC	150.00		31.39	0.00	118.61		20.93
101-101-719.00	HOSPITALIZATION		0.00	0.00	0.00	0.00		0.00
101-101-752.00	TOWNSHIP BD. OFFICE SUPPLIES	5,000.00		1,817.11	464.45	3,182.89		36.34
101-101-801.00	TOWNSHIP BD. PROFESSIONAL EXPENS	2,500.00		1,215.00	0.00	1,285.00		48.60
101-101-805.00	GG AASSESSMENT TO SEWER	4,000.00		3,200.18	3,199.56	799.82		80.00
101-101-809.00	FEES	300.00		169.46	2.24	130.54		56.49
101-101-850.00	COMMUNICATIONS	3,500.00		1,199.70	0.00	2,300.30		34.28
101-101-851.00	MAIL/POSTAGE	3,000.00		0.00	0.00	3,000.00		0.00
101-101-852.00	INTERNET & WEBSITE	1,200.00		951.03	117.19	248.97		79.25
101-101-861.00	MILEAGE REIMBURSEMENT	200.00		0.00	0.00	200.00		0.00
101-101-880.00	FIREWORKS - COMMUNITY PROMOTION	15,000.00		12,000.00	0.00	3,000.00		80.00
101-101-900.00	TOWNSHIP BD. PRINTING AND PUBLIS	3,500.00		486.34	0.00	3,013.66		13.90
101-101-915.00	TOWNSHIP BD. DUES AND MEMBERSHIP	5,300.00		1,054.00	0.00	4,246.00		19.89
101-101-916.00	TWP. BD. EDUCATION AND TRAINING	1,000.00		0.00	0.00	1,000.00		0.00
101-101-931.00	TOWNSHIP BD. REPAIRS AND MAINTEN	1,500.00		1,016.82	46.64	483.18		67.79
101-101-935.00	LIABILITY & CONTENTS INSURANCE	3,500.00		23,351.00	0.00	(19,851.00)		667.17
101-101-937.00	WORKMEN'S COMPENSATION INSURANCE	1,300.00		29,232.00	0.00	(27,932.00)		2,248.62
101-101-940.00	TOWNHSHIP BD. RENTALS	3,000.00		1,361.07	0.00	1,638.93		45.37
101-101-948.00	COMPUTER SERVICES	4,000.00		4,142.00	0.00	(142.00)		103.55
101-101-964.00	REFUNDS AND REBATES	500.00		0.00	0.00	500.00		0.00
101-101-977.00	TOWNSHIP BD. EQUIPMENT	1,500.00		0.00	0.00	1,500.00		0.00
101-101-980.00	COMPUTER & OFFICE EQUIP	1,500.00		484.68	217.68	1,015.32		32.31
101-101-995.00	INTERFUND TRANSFER OUT	0.00		0.00	0.00	0.00		0.00
Total Dept 101		101,080.27		99,859.69	7,181.79	1,220.58		98.79
Dept 171 - SUPERVISOR								
101-171-703.00	SUPERVISOR SALARY	25,165.00		11,410.57	1,879.38	13,754.43		45.34
101-171-709.00	EMPLOYER SOCIAL SECURITY	1,900.00		872.91	143.77	1,027.09		45.94
101-171-752.00	OFFICE SUPPLIES	500.00		0.00	0.00	500.00		0.00
101-171-916.00	EDUCATION/TRAINING SUPERVISOR	1,500.00		0.00	0.00	1,500.00		0.00
101-171-980.00	EQUIPMENT	1,200.00		0.00	0.00	1,200.00		0.00
Total Dept 171 - SUPERVISOR		30,265.00		12,283.48	2,023.15	17,981.52		40.59
Dept 209 - CONTINGENCY								
101-209-941.00	CONTINGENCIES	18,385.00		2,218.40	0.00	16,166.60		12.07
Total Dept 209 - CONTINGENCY		18,385.00		2,218.40	0.00	16,166.60		12.07
Dept 215								
101-215-703.00	CLERK SALARY	25,165.00		11,410.57	1,879.38	13,754.43		45.34
101-215-704.00	DEPUTY SALARY	5,000.00		1,324.62	384.62	3,675.38		26.49
101-215-709.00	EMPLOYER SOCIAL SECURITY	2,307.62		1,016.30	221.96	1,291.32		44.04
101-215-752.00	CLERK OFFICE SUPPLIES	800.00		0.00	0.00	800.00		0.00
101-215-801.00	PROFESSIONAL	8,000.00		4,475.00	631.25	3,525.00		55.94
101-215-861.00	MILEAGE REIMBURSEMENT CLERK	200.00		0.00	0.00	200.00		0.00

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

		2022-23		YTD BALANCE	ACTIVITY FOR		AVAILABLE		
GL NUMBER	DESCRIPTION	AMENDED	BUDGET	NORMAL	(ABNORMAL)	MONTH 12/31/2022	INCREASE (DECREASE)	NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND									
Expenditures									
101-215-916.00	CLERK EDUCATION AND TRAINING		1,500.00		1,837.50		637.50	(337.50)	122.50
101-215-933.00	CLERK SOFTWARE SUPPORT		1,800.00		0.00		0.00	1,800.00	0.00
101-215-948.00	CLERK COMPUTER SERVICES		200.00		0.00		0.00	200.00	0.00
101-215-980.00	CLERK EQUIPMENT		1,500.00		0.00		0.00	1,500.00	0.00
101-215-984.00	SOFTWARE		0.00		0.00		0.00	0.00	0.00
Total Dept 215			46,472.62		20,063.99		3,754.71	26,408.63	43.17
Dept 223									
101-223-801.00	ACCOUNTING FEES		6,000.00		0.00		0.00	6,000.00	0.00
Total Dept 223			6,000.00		0.00		0.00	6,000.00	0.00
Dept 247									
101-247-704.00	BOARD OF REVIEW WAGES		1,700.00		0.00		0.00	1,700.00	0.00
101-247-709.00	EMPLOYER SOCIAL SECURITY		135.00		0.00		0.00	135.00	0.00
101-247-916.00	EDUCATION & TRAINING		600.00		0.00		0.00	600.00	0.00
Total Dept 247			2,435.00		0.00		0.00	2,435.00	0.00
Dept 253 - TREASURER									
101-253-703.00	TREASURERS SALARY		28,716.00		13,019.50		2,144.38	15,696.50	45.34
101-253-704.00	DEPUTY TREASURER WAGES		1,000.00		0.00		0.00	1,000.00	0.00
101-253-709.00	EMPLOYER SOCIAL SECURITY		2,276.00		995.99		164.04	1,280.01	43.76
101-253-752.00	TREASURER OFFICE SUPPLIES		600.00		221.88		0.00	378.12	36.98
101-253-801.00	TREASURER PROFESSIONAL EXP.		6,000.00		1,181.25		0.00	4,818.75	19.69
101-253-804.00	TREAS. TAX PREPARATION		1,000.00		643.30		643.30	356.70	64.33
101-253-851.00	MAIL/POSTAGE		2,500.00		0.00		0.00	2,500.00	0.00
101-253-861.00	MILEAGE REIMBURSEMENT TREASURER		100.00		0.00		0.00	100.00	0.00
101-253-916.00	TREASURER EDUCATION AND TRAINING		500.00		150.00		0.00	350.00	30.00
101-253-933.00	SOFTWARE MAINT. AGREEMENT		2,200.00		3,730.00		0.00	(1,530.00)	169.55
101-253-948.00	TREASURER COMPUTER SERVICES		200.00		0.00		0.00	200.00	0.00
101-253-980.00	TREAS COMPUTER & OFFICE EQUIP		500.00		0.00		0.00	500.00	0.00
101-253-984.00	SOFTWARE		0.00		0.00		0.00	0.00	0.00
Total Dept 253 - TREASURER			45,592.00		19,941.92		2,951.72	25,650.08	43.74
Dept 257									
101-257-703.00	ASSESSOR SALARY		49,000.00		14,439.63		3,461.54	34,560.37	29.47
101-257-704.00	ASSESSOR ADMIN		19,000.00		9,717.86		1,078.40	9,282.14	51.15
101-257-709.00	EMPLOYER SOCIAL SECURITY		5,202.00		1,848.05		347.31	3,353.95	35.53
101-257-710.00	EMPLOYERS MESC		1,000.00		91.21		0.00	908.79	9.12
101-257-713.00	OVERTIME PAY		0.00		0.00		0.00	0.00	0.00
101-257-715.00	RETIREMENT		0.00		0.00		0.00	0.00	0.00
101-257-716.00	DEFINED CONTRIBUTION PENSION		2,800.00		0.00		0.00	2,800.00	0.00
101-257-719.00	HOSPITALIZATION		0.00		0.00		0.00	0.00	0.00
101-257-752.00	OFFICE SUPPLIES		500.00		157.35		0.00	342.65	31.47
101-257-801.00	PROFESSIONAL		12,000.00		0.00		0.00	12,000.00	0.00
101-257-804.00	TAX PREPARATION		7,000.00		1,295.84		0.00	5,704.16	18.51
101-257-851.00	MAIL/POSTAGE		2,000.00		0.00		0.00	2,000.00	0.00
101-257-861.00	MILEAGE REIM ASSESSOR		100.00		0.00		0.00	100.00	0.00
101-257-900.00	ASSESSOR PRINTING & PUBLISHING		250.00		0.00		0.00	250.00	0.00

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED	
		AMENDED BUDGET	12/31/2022	MONTH 12/31/2022	BALANCE		
		NORMAL	(ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)
Fund 101 - GENERAL FUND							
Expenditures							
101-257-915.00	MEMBERSHIPS AND DUES	0.00	0.00		0.00	0.00	0.00
101-257-916.00	EDUCATION/TRAINING ASSESSOR	150.00	0.00		0.00	150.00	0.00
101-257-933.00	SOFTWARE MAINT AGREEMENT	2,000.00	0.00		0.00	2,000.00	0.00
101-257-937.00	WORKMENS COMPENSATION INSURANCE	116.00	0.00		0.00	116.00	0.00
101-257-948.00	COMPUTER SERVICES	200.00	0.00		0.00	200.00	0.00
101-257-980.00	COMPUTER & OFFICE EQUIP	500.00	0.00		0.00	500.00	0.00
Total Dept 257 - ASSESOR		101,818.00	27,549.94		4,887.25	74,268.06	27.06
Dept 262							
101-262-704.00	ELECTION INSPECTOR	7,500.00	10,986.35		0.00	(3,486.35)	146.48
101-262-709.00	EMPLOYER SOCIAL SECURITY	550.00	494.48		0.00	55.52	89.91
101-262-710.00	EMPLOYER MESC	50.00	7.25		0.00	42.75	14.50
101-262-752.00	ELECTION OPERATING SUPPLIES	1,400.00	1,911.98		0.00	(511.98)	136.57
101-262-801.00	MACHINE SET UP	2,000.00	876.00		0.00	1,124.00	43.80
101-262-851.00	MAIL/POSTAGE	2,800.00	1,000.00		0.00	1,800.00	35.71
101-262-861.00	TRANSPORTATION	450.00	0.00		0.00	450.00	0.00
101-262-900.00	PRINTING AND PUBLISHING	350.00	570.00		255.00	(220.00)	162.86
101-262-980.00	COMPUTER & OFFICE EQUIP	0.00	0.00		0.00	0.00	0.00
Total Dept 262 - ELECTIONS		15,100.00	15,846.06		255.00	(746.06)	104.94
Dept 265 - BUILDING AND GROUNDS							
101-265-702.00	SALARIES AND WAGES	1,500.00	0.00		0.00	1,500.00	0.00
101-265-709.00	EMPLOYER SOCIAL SECURITY	115.00	0.00		0.00	115.00	0.00
101-265-752.00	MUNICIAPAL BLDG. OPERATING SUPPL	1,000.00	0.00		0.00	1,000.00	0.00
101-265-801.00	MUNICIPAL BUILDING CONTRACTED SV	7,000.00	1,488.43		0.00	5,511.57	21.26
101-265-900.00	PUBLICATIONS	0.00	0.00		0.00	0.00	0.00
101-265-917.00	SEWER O & M	1,000.00	194.92		0.00	805.08	19.49
101-265-920.00	ELECTRIC	6,000.00	2,249.29		21.87	3,750.71	37.49
101-265-921.00	NATURAL GAS	1,500.00	639.53		238.88	860.47	42.64
101-265-930.00	REPAIRS AND MAINT - BLDG	5,000.00	2,760.93		34.27	2,239.07	55.22
101-265-974.00	LAND IMPROVEMENTS	0.00	0.00		0.00	0.00	0.00
101-265-975.01	BUILDING ADDITIONS & IMPROVEMENTS	0.00	0.00		0.00	0.00	0.00
Total Dept 265 - BUILDING AND GROUNDS		23,115.00	7,333.10		295.02	15,781.90	31.72
Dept 266							
101-266-801.00	ATTORNEY FEES - GENERAL BOARD	12,000.00	4,042.83		0.00	7,957.17	33.69
Total Dept 266		12,000.00	4,042.83		0.00	7,957.17	33.69
Dept 446							
101-446-752.00	STREET & HIGHWAYS SUPPLIES	5,000.00	0.00		0.00	5,000.00	0.00
101-446-801.00	STREETS/HIGHWAYS CONTRACTED SERV	80,000.00	17,969.14		0.00	62,030.86	22.46
101-446-801.01	ROAD BRINING	0.00	0.00		0.00	0.00	0.00
101-446-934.00	STREETS/HIGHWAYS REPAIRS & MAINT	55,000.00	7,917.12		5,397.42	47,082.88	14.39
101-446-995.00	INTERFUND TRANSFER OUT	25,000.00	0.00		0.00	25,000.00	0.00
Total Dept 446 - ROADS STREETS BRIDGES		165,000.00	25,886.26		5,397.42	139,113.74	15.69

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

		2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
		12/31/2022	12/31/2022	MONTH 12/31/2022	BALANCE	% BDGT
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND						
Expenditures						
Dept 528						
101-528-801.00	REFUSE COLLECTION & DISPOSAL	2,000.00	990.15	0.00	1,009.85	49.51
Total Dept 528		2,000.00	990.15	0.00	1,009.85	49.51
Dept 567						
101-567-702.00	CEMETERY SALARY	6,500.00	1,297.47	0.00	5,202.53	19.96
101-567-709.00	EMPLOYER SOCIAL SECURITY	497.25	103.06	0.00	394.19	20.73
101-567-710.00	EMPLOYER MESC	0.00	1.02	0.00	(1.02)	100.00
101-567-713.00	OVERTIME PAY - CEMETERY	0.00	0.00	0.00	0.00	0.00
101-567-801.00	CONTRACTED SERVICES	20,000.00	6,100.00	0.00	13,900.00	30.50
101-567-802.00	SEXTON	700.00	49.61	0.00	650.39	7.09
101-567-920.00	ELECTRIC	350.00	146.90	0.00	203.10	41.97
101-567-930.00	CEMETERY REPAIRS & MAINTENANCE	1,500.00	0.00	0.00	1,500.00	0.00
101-567-933.00	SOFTWARE MAINT AGREEMENT	450.00	670.00	0.00	(220.00)	148.89
101-567-940.00	RENTALS	0.00	0.00	0.00	0.00	0.00
101-567-964.00	CEMETERY LOT PURCHASE BACK	150.00	0.00	0.00	150.00	0.00
101-567-977.00	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 567		30,147.25	8,368.06	0.00	21,779.19	27.76
Dept 595 - AIRPORT						
101-595-702.00	SALARIES AND WAGES	1,500.00	248.30	0.00	1,251.70	16.55
101-595-709.00	EMPLOYER SOCIAL SECURITY	150.00	18.99	0.00	131.01	12.66
101-595-752.00	OPERATING SUPPLIES	100.00	0.00	0.00	100.00	0.00
101-595-801.00	PROFESSIONAL	50.00	0.00	0.00	50.00	0.00
101-595-860.00	TRANSPORTATION	1,000.00	771.89	0.00	228.11	77.19
101-595-915.00	DUES/MEMBERSHIPS	50.00	0.00	0.00	50.00	0.00
101-595-916.00	EDUCATION AND TRAINING	0.00	0.00	0.00	0.00	0.00
101-595-920.00	ELECTRIC	400.00	151.55	29.98	248.45	37.89
101-595-921.00	NATURAL GAS	1,300.00	50.14	0.00	1,249.86	3.86
101-595-930.00	REPAIRS/MAINT. LAND & BLDG.	4,000.00	35.14	35.14	3,964.86	0.88
101-595-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	1,800.00	365.22	11.50	1,434.78	20.29
101-595-934.00	AIRPORT IMPROVEMENTS	1,000.00	0.00	0.00	1,000.00	0.00
101-595-935.00	LIABILITY INSURANCE	1,900.00	1,941.00	0.00	(41.00)	102.16
Total Dept 595 - AIRPORT		13,250.00	3,582.23	76.62	9,667.77	27.04
Dept 701 - PLANNING COMMISSION						
101-701-704.00	PLANNING COMMISSION PER DIEM	1,500.00	0.00	0.00	1,500.00	0.00
101-701-801.00	PLANNING COMM PROF EXPENSE	24,000.00	0.00	0.00	24,000.00	0.00
101-701-900.00	PLANN COMM PRINT & PUBLISHING	750.00	0.00	0.00	750.00	0.00
101-701-916.00	PLANNING COMMISSION ED. & TRAINI	500.00	60.00	0.00	440.00	12.00
Total Dept 701 - PLANNING COMMISSION		26,750.00	60.00	0.00	26,690.00	0.22
Dept 751 - PARKS AND RECREATION						
101-751-702.00	RECREATION DEPARTMENT SALARIES	139,000.00	54,633.10	7,307.68	84,366.90	39.30
101-751-705.00	VACATION PAY	3,000.00	0.00	0.00	3,000.00	0.00
101-751-706.00	PARKS HOLIDAY	1,000.00	0.00	0.00	1,000.00	0.00
101-751-709.00	RECREATION DEPARTMENT F.I.C.A.	10,000.00	4,108.50	539.00	5,891.50	41.09
101-751-710.00	RECREATION DEPARTMENT M.E.S.C.	2,500.00	312.55	0.00	2,187.45	12.50



PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022 NORMAL (ABNORMAL)	MONTH 12/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-751-713.00	OVERTIME PAY	2,000.00	64.06	0.00	1,935.94	3.20
101-751-716.00	DEFINED CONTRIBUTION PENSION	2,000.00	484.00	0.00	1,516.00	24.20
101-751-719.00	HOSPITALIZATION	15,500.00	4,451.72	0.00	11,048.28	28.72
101-751-752.00	RECREATION DEPT. SUPPLIES	16,500.00	3,445.41	453.85	13,054.59	20.88
101-751-754.00	RECREATION DEPT. FERTILIZER & SE	6,500.00	0.00	0.00	6,500.00	0.00
101-751-801.00	RECREATION DEPT. CONTRACTED SERV	11,000.00	6,708.64	656.56	4,291.36	60.99
101-751-809.00	FEES	200.00	0.00	0.00	200.00	0.00
101-751-850.00	COMMUNICATIONS	500.00	199.22	41.17	300.78	39.84
101-751-860.00	RECREATION DEPT. TRANSPORTATION	14,000.00	1,643.75	0.00	12,356.25	11.74
101-751-917.00	SEWER O/M	900.00	584.76	0.00	315.24	64.97
101-751-920.00	ELECTRIC	13,200.00	5,966.36	565.83	7,233.64	45.20
101-751-923.00	PROPANE	6,000.00	0.00	0.00	6,000.00	0.00
101-751-930.00	REPAIRS/MAINT. LAND & BLDG.	13,200.00	10,127.40	210.28	3,072.60	76.72
101-751-931.00	REPAIRS & MAINT. PARKS	17,600.00	14,262.57	0.00	3,337.43	81.04
101-751-935.00	RECREATION DEPT. INSURANCE	3,000.00	0.00	0.00	3,000.00	0.00
101-751-937.00	WORKMEN'S COMPENSATION INSURANCE	2,800.00	0.00	0.00	2,800.00	0.00
101-751-940.00	RENTALS	0.00	0.00	0.00	0.00	0.00
101-751-974.00	LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
101-751-974.01	MARINA LAND IMPROVEMENTS	20,000.00	25,130.00	5,030.00	(5,130.00)	125.65
101-751-975.00	BLDS, BLDING ADDITIONS & IMPROVMENTS	45,000.00	2,223.00	0.00	42,777.00	4.94
101-751-977.00	EQUIPMENT	10,000.00	7,738.04	0.00	2,261.96	77.38
101-751-981.00	VEHICLES	0.00	0.00	0.00	0.00	0.00
Total Dept 751 - PARKS AND RECREATION		355,400.00	142,083.08	14,804.37	213,316.92	39.98
Dept 754 - VETERANS PIER						
101-754-752.00	OPERATING SUPPLIES	750.00	0.00	0.00	750.00	0.00
101-754-754.00	VETERANS PIER BRICKS	500.00	251.00	0.00	249.00	50.20
101-754-801.00	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00
Total Dept 754 - VETERANS PIER		1,250.00	251.00	0.00	999.00	20.08
Dept 756 - BOAT LAUNCH						
101-756-702.00	BOAT LAUNCH SALARY	0.00	0.00	0.00	0.00	0.00
101-756-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00
101-756-752.00	BOAT LAUNCH OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
101-756-801.00	BOAT LAUNCH CONTRACTED SERV.	0.00	0.00	0.00	0.00	0.00
101-756-920.00	ELECTRIC	0.00	0.00	0.00	0.00	0.00
101-756-930.00	BOAT LAUNCH MAINT. & REPAIRS	0.00	0.00	0.00	0.00	0.00
101-756-940.00	BOAT LAUNCH RENTALS	0.00	0.00	0.00	0.00	0.00
101-756-964.00	REFUNDS	0.00	0.00	0.00	0.00	0.00
101-756-995.00	INTERFUND TRANSFER OUT	103,782.74	103,782.74	0.00	0.00	100.00
Total Dept 756 - BOAT LAUNCH		103,782.74	103,782.74	0.00	0.00	100.00
Dept 999						
101-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,099,842.88	494,142.93	41,627.05	605,699.95	44.93

REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP  
PERIOD ENDING 12/31/2022  
% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED BUDGET	12/31/2022	MONTH	12/31/2022	BALANCE	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND							
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		790,476.89	242,589.18		188.36	547,887.71	30.69
TOTAL EXPENDITURES		1,099,842.88	494,142.93		41,627.05	605,699.95	44.93
NET OF REVENUES & EXPENDITURES		(309,365.99)	(251,553.75)		(41,438.69)	(57,812.24)	81.31
BEG. FUND BALANCE		856,844.04	856,844.04				
NET OF REVENUES/EXPENDITURES - 2021-22			128,237.42			128,237.42	
END FUND BALANCE		547,478.05	733,527.71				

12/27/2022 02:19 PM

User: DZ2C91

DB: Tuscarora

## REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP

Page: 8/24

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 12/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 206 - FIRE FUND						
Revenues						
Dept 000						
206-000-403.00	FIRE SPEC ASSESSMENT	185,432.00	0.00	0.00	185,432.00	0.00
206-000-665.00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
206-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		185,432.00	0.00	0.00	185,432.00	0.00
TOTAL REVENUES		185,432.00	0.00	0.00	185,432.00	0.00
Expenditures						
Dept 336 - FIRE PROTECTION						
206-336-801.00	FIRE PROTECTION CONTRACT	185,432.00	0.00	0.00	185,432.00	0.00
Total Dept 336 - FIRE PROTECTION		185,432.00	0.00	0.00	185,432.00	0.00
TOTAL EXPENDITURES		185,432.00	0.00	0.00	185,432.00	0.00
Fund 206 - FIRE FUND:						
TOTAL REVENUES		185,432.00	0.00	0.00	185,432.00	0.00
TOTAL EXPENDITURES		185,432.00	0.00	0.00	185,432.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE		729.57	729.57			
NET OF REVENUES/EXPENDITURES - 2021-22			(275.34)		(275.34)	
END FUND BALANCE		729.57	454.23			

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022 NORMAL (ABNORMAL)	MONTH 12/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 207 - POLICE FUND						
Revenues						
Dept 000						
207-000-402.00	REAL PROPERTY TAXES	1,181,592.00	0.00	0.00	1,181,592.00	0.00
207-000-569.00	ACT 302 GRANT FUNDS	1,500.00	488.96	0.00	1,011.04	32.60
207-000-607.00	FEES - LIQUOR LICENSE	6,073.00	6,814.50	0.00	(741.50)	112.21
207-000-610.00	DRUG FORFEITURE FUNDS	0.00	0.00	0.00	0.00	0.00
207-000-626.00	CHARGES FOR SERVICES	2,000.00	236.56	25.00	1,763.44	11.83
207-000-655.00	FINES & FORFEITURES	1,500.00	898.99	180.22	601.01	59.93
207-000-656.00	TRAFFIC VIOLATIONS	0.00	0.00	0.00	0.00	0.00
207-000-665.00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
207-000-666.00	DIVIDENDS	500.00	0.00	0.00	500.00	0.00
207-000-672.00	LOST AND FOUND	0.00	0.00	0.00	0.00	0.00
207-000-673.00	PROCEEDS SALE OF ASSETS	0.00	4,400.00	0.00	(4,400.00)	100.00
207-000-674.00	CONTRIBUTIONS / PRIVATE	0.00	0.00	0.00	0.00	0.00
207-000-676.00	REIMBURSEMENT	3,200.00	0.00	0.00	3,200.00	0.00
207-000-676.01	RESOURCE OFFICER REIM.	72,928.00	24,803.66	24,803.66	48,124.34	34.01
207-000-676.02	OWI REIMBURSEMENT	2,086.00	0.00	0.00	2,086.00	0.00
207-000-687.00	REFUNDS/REBATES	0.00	15.00	0.00	(15.00)	100.00
207-000-694.00	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
207-000-698.00	PROCEEDS FROM DEBT ISSUED	0.00	0.00	0.00	0.00	0.00
207-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		1,271,379.00	37,657.67	25,008.88	1,233,721.33	2.96
Dept 999						
207-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,271,379.00	37,657.67	25,008.88	1,233,721.33	2.96
Expenditures						
Dept 301						
207-301-702.00	SALARIES AND WAGES	571,329.00	271,137.06	40,789.01	300,191.94	47.46
207-301-705.00	VACATION PAY	41,480.00	18,552.16	1,933.54	22,927.84	44.73
207-301-706.00	HOLIDAY PAY	20,413.00	5,099.80	2,409.88	15,313.20	24.98
207-301-709.00	EMPLOYER SOCIAL SECURITY	42,000.00	22,243.19	3,795.70	19,756.81	52.96
207-301-710.00	EMPLOYER MESC	3,000.00	1.58	0.00	2,998.42	0.05
207-301-712.00	CASH IN LIEU OF BENEFITS	8,000.00	8,000.00	8,000.00	0.00	100.00
207-301-713.00	OVERTIME PAY	2,500.00	1,824.66	80.79	675.34	72.99
207-301-717.00	RETIREMENT	207,000.00	121,551.97	17,010.23	85,448.03	58.72
207-301-719.00	HOSPITALIZATION	136,000.00	54,892.07	0.00	81,107.93	40.36
207-301-724.00	HEALTH CARE SAVING	1,600.00	0.00	0.00	1,600.00	0.00
207-301-725.00	LIFE INSURANCE	3,500.00	2,216.44	274.23	1,283.56	63.33
207-301-726.00	DISABILITY INSURANCE	4,900.00	2,459.64	409.94	2,440.36	50.20
207-301-752.00	OPERATING SUPPLIES	20,000.00	4,404.55	46.63	15,595.45	22.02
207-301-801.00	PROFESSIONAL	6,000.00	431.51	0.00	5,568.49	7.19
207-301-805.00	FACILITY CONTRACTED MAINTENANCE	1,600.00	327.60	0.00	1,272.40	20.48
207-301-809.00	FEES	100.00	0.00	0.00	100.00	0.00
207-301-843.00	MEDICAL PROVIDER SERVICES	500.00	0.00	0.00	500.00	0.00
207-301-850.00	COMMUNICATIONS	4,500.00	1,320.98	82.34	3,179.02	29.36
207-301-851.00	MAIL/POSTAGE	200.00	125.51	0.00	74.49	62.76
207-301-852.00	INTERNET & WEBSITE	650.00	0.00	0.00	650.00	0.00
207-301-860.00	TRANSPORTATION	20,000.00	6,799.79	495.84	13,200.21	34.00
207-301-880.00	COMMUNITY PROMOTION	0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
			12/31/2022	MONTH 12/31/2022	BALANCE		
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)		
Fund 207 - POLICE FUND							
Expenditures							
207-301-900.00	PRINTING AND PUBLISHING	0.00	0.00	0.00	0.00	0.00	
207-301-913.00	TRAVEL EXPENSES	500.00	122.04	0.00	377.96	24.41	
207-301-915.00	DUES AND MEMBERSHIPS	400.00	0.00	0.00	400.00	0.00	
207-301-916.00	EDUCATION AND TRAINING	2,000.00	1,983.84	675.00	16.16	99.19	
207-301-916.01	ACT 302 TRAINING EXPENSES	1,500.00	0.00	0.00	1,500.00	0.00	
207-301-917.00	SEWER O & M	1,000.00	389.84	0.00	610.16	38.98	
207-301-920.00	ELECTRIC	4,500.00	2,249.30	21.87	2,250.70	49.98	
207-301-921.00	NATURAL GAS	2,000.00	639.54	238.88	1,360.46	31.98	
207-301-930.00	MUN. BLDG. REPAIRS & MAINTENANCE	3,000.00	2,386.35	0.00	613.65	79.55	
207-301-931.00	REPAIRS AND MAINTENANCE	8,500.00	3,943.89	89.07	4,556.11	46.40	
207-301-935.00	INSURANCE AND BONDS	15,000.00	0.00	0.00	15,000.00	0.00	
207-301-937.00	WORKMENS COMPENSATION INSURANCE	21,000.00	0.00	0.00	21,000.00	0.00	
207-301-940.00	POLICE RENTALS	0.00	0.00	0.00	0.00	0.00	
207-301-941.00	CONTINGENCIES	5,000.00	0.00	0.00	5,000.00	0.00	
207-301-948.00	COMPUTER SERVICES	3,500.00	3,240.00	0.00	260.00	92.57	
207-301-975.00	BUILDINGS	0.00	0.00	0.00	0.00	0.00	
207-301-977.00	EQUIPMENT	12,000.00	11,967.10	88.31	32.90	99.73	
207-301-977.01	MUN BLDG EQUIPMENT	1,500.00	39.65	0.00	1,460.35	2.64	
207-301-980.00	OFFICE & COMPUTER EQUIPMENT	3,000.00	160.10	0.00	2,839.90	5.34	
207-301-981.00	VEHICLES	35,000.00	34,758.00	0.00	242.00	99.31	
207-301-984.00	SOFTWARE	250.00	0.00	0.00	250.00	0.00	
207-301-991.00	LONG TERM DEBT	0.00	0.00	0.00	0.00	0.00	
207-301-992.00	LONG TERM DEBT INTEREST	0.00	0.00	0.00	0.00	0.00	
207-301-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	
Total Dept 301 - POLICE		1,214,922.00	583,268.16	76,441.26	631,653.84	48.01	
Dept 999							
207-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00	
Total Dept 999		0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		1,214,922.00	583,268.16	76,441.26	631,653.84	48.01	
Fund 207 - POLICE FUND:							
TOTAL REVENUES		1,271,379.00	37,657.67	25,008.88	1,233,721.33	2.96	
TOTAL EXPENDITURES		1,214,922.00	583,268.16	76,441.26	631,653.84	48.01	
NET OF REVENUES & EXPENDITURES		56,457.00	(545,610.49)	(51,432.38)	602,067.49	966.42	
BEG. FUND BALANCE		575,208.12	575,208.12				
NET OF REVENUES/EXPENDITURES - 2021-22			119,259.02		119,259.02		
END FUND BALANCE		631,665.12	148,856.65				

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 12/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 219 - STREET LIGHTING FUND						
Revenues						
Dept 000						
219-000-402.00	REAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00
219-000-403.00	STREET LIGHT SPEC ASSESS	28,350.00	0.00	0.00	28,350.00	0.00
219-000-665.00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
219-000-687.00	REFUNDS/REBATES/OVRPMTS	0.00	0.00	0.00	0.00	0.00
219-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		28,350.00	0.00	0.00	28,350.00	0.00
TOTAL REVENUES		28,350.00	0.00	0.00	28,350.00	0.00
Expenditures						
Dept 448 - STREET LIGHTING						
219-448-920.00	ELECTRIC	32,000.00	13,025.22	4,152.17	18,974.78	40.70
Total Dept 448 - STREET LIGHTING		32,000.00	13,025.22	4,152.17	18,974.78	40.70
TOTAL EXPENDITURES		32,000.00	13,025.22	4,152.17	18,974.78	40.70
Fund 219 - STREET LIGHTING FUND:						
TOTAL REVENUES		28,350.00	0.00	0.00	28,350.00	0.00
TOTAL EXPENDITURES		32,000.00	13,025.22	4,152.17	18,974.78	40.70
NET OF REVENUES & EXPENDITURES		(3,650.00)	(13,025.22)	(4,152.17)	9,375.22	356.86
BEG. FUND BALANCE		6,297.22	6,297.22			
NET OF REVENUES/EXPENDITURES - 2021-22			(846.52)		(846.52)	
END FUND BALANCE		2,647.22	(7,574.52)			

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL	12/31/2022	(ABNORMAL)	MONTH 12/31/2022	INCREASE (DECREASE)	NORMAL	(ABNORMAL)
									% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY									
Revenues									
Dept 000									
248-000-402.00	REAL PROPERTY TAXES	90,000.00		0.00		0.00		90,000.00	0.00
248-000-412.00	DELINQUENT PERSONAL PROPERTY	0.00		0.00		0.00		0.00	0.00
248-000-548.00	STATE GRANT - MDOT	0.00		0.00		0.00		0.00	0.00
248-000-665.00	INTEREST	100.00		14.17		0.00		85.83	14.17
248-000-675.00	DDA DONATIONS UNSPECIFIED	0.00		3,200.00		0.00		(3,200.00)	100.00
248-000-675.01	STURGEON DONATIONS	0.00		0.00		0.00		0.00	0.00
248-000-675.02	SUMMER MUSIC SERIES	0.00		0.00		0.00		0.00	0.00
248-000-675.03	FIREWORK DONATIONS	0.00		0.00		0.00		0.00	0.00
248-000-676.00	REIMBURSEMENT	4,000.00		0.00		0.00		4,000.00	0.00
248-000-687.00	REFUNDS/REBATES	2,400.00		0.00		0.00		2,400.00	0.00
248-000-696.00	PROCEEDS FROM SALES OF BONDS	400,558.00		90,558.29		0.00		309,999.71	22.61
Total Dept 000		497,058.00		93,772.46		0.00		403,285.54	18.87
Dept 999									
248-999-599.99	REVENUE CLOSING OFFSET	0.00		0.00		0.00		0.00	0.00
Total Dept 999		0.00		0.00		0.00		0.00	0.00
TOTAL REVENUES		497,058.00		93,772.46		0.00		403,285.54	18.87
Expenditures									
Dept 271									
248-271-702.00	ADMINISTRATION	2,000.00		0.00		0.00		2,000.00	0.00
248-271-709.00	EMPLOYER SOCIAL SECURITY	154.00		0.00		0.00		154.00	0.00
248-271-752.00	SUPPLIES	500.00		69.30		0.00		430.70	13.86
248-271-752.01	SUPPLIES FOR STURGEON	0.00		0.00		0.00		0.00	0.00
248-271-801.00	PROFESSIONAL/CONTRACTUAL	2,500.00		2,200.00		0.00		300.00	88.00
248-271-801.01	ACCOUNTING FEES	1,000.00		0.00		0.00		1,000.00	0.00
248-271-851.00	MAIL/POSTAGE	50.00		0.00		0.00		50.00	0.00
248-271-880.00	COMMUNITY PROMOTION	5,000.00		4,700.00		0.00		300.00	94.00
248-271-880.01	SUMMER MUSIC SERIES	1,500.00		1,150.00		0.00		350.00	76.67
248-271-880.02	FIREWORKS	500.00		0.00		0.00		500.00	0.00
248-271-900.00	PUBLICATIONS	0.00		0.00		0.00		0.00	0.00
248-271-910.00	EDUCATION & TRAINING	0.00		0.00		0.00		0.00	0.00
248-271-915.00	DUES/MEMBERSHIPS	100.00		100.00		0.00		0.00	100.00
248-271-934.00	REPAIRS/MAINTENANCE	2,500.00		0.00		0.00		2,500.00	0.00
248-271-941.00	CONTINGENCIES	14,696.00		0.00		0.00		14,696.00	0.00
248-271-974.00	LAND IMPROVEMENTS	400,558.00		53,369.00		0.00		347,189.00	13.32
248-271-974.01	STURGEON IMPROVEMENTS	0.00		7,900.00		0.00		(7,900.00)	100.00
248-271-991.00	PRINCIPAL PAYMENT	33,000.00		28,000.00		0.00		5,000.00	84.85
248-271-992.00	BOND INTEREST PAYMENT	33,000.00		14,877.46		0.00		18,122.54	45.08
Total Dept 271		497,058.00		112,365.76		0.00		384,692.24	22.61
Dept 999									
248-999-999.99	EXPENSE CLOSING OFFSET	0.00		0.00		0.00		0.00	0.00
Total Dept 999		0.00		0.00		0.00		0.00	0.00
TOTAL EXPENDITURES		497,058.00		112,365.76		0.00		384,692.24	22.61

REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP  
PERIOD ENDING 12/31/2022  
% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED BUDGET	12/31/2022	MONTH 12/31/2022	INCREASE (DECREASE)	BALANCE	
			NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:							
	TOTAL REVENUES	497,058.00	93,772.46	0.00		403,285.54	18.87
	TOTAL EXPENDITURES	497,058.00	112,365.76	0.00		384,692.24	22.61
	NET OF REVENUES & EXPENDITURES	0.00	(18,593.30)	0.00		18,593.30	100.00
	BEG. FUND BALANCE	218,012.12	218,012.12				
	NET OF REVENUES/EXPENDITURES - 2021-22		6,184.38			6,184.38	
	END FUND BALANCE	218,012.12	205,603.20				



PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022 NORMAL (ABNORMAL)	MONTH 12/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 271 - LIBRARY FUND						
Revenues						
Dept 000						
271-000-403.00	PROPERTY TAXES	182,000.00	0.00	0.00	182,000.00	0.00
271-000-412.00	DELINQUENT PERSONAL PROPERTY	0.00	0.00	0.00	0.00	0.00
271-000-503.00	GRANTS - GENERAL	1,218.14	1,218.14	0.00	0.00	100.00
271-000-539.00	STATE AID	3,640.00	1,819.54	0.00	1,820.46	49.99
271-000-566.00	STATE GRANTS	350.00	0.00	0.00	350.00	0.00
271-000-601.00	PENAL FINES	41,675.00	41,674.98	0.00	0.02	100.00
271-000-626.00	CHARGES FOR SERVICES - MISC. FEE	1,000.00	1,178.70	0.00	(178.70)	117.87
271-000-629.00	NON-RESIDENT FEES	700.00	892.00	0.00	(192.00)	127.43
271-000-655.00	FINES - BOOK	350.00	421.04	0.00	(71.04)	120.30
271-000-664.00	INVESTMENT INTEREST	2,750.00	0.00	0.00	2,750.00	0.00
271-000-665.00	INTEREST INCOME	30.00	10.77	0.00	19.23	35.90
271-000-666.00	DIVIDENDS	50.00	0.00	0.00	50.00	0.00
271-000-671.00	MISCELLANEOUS - BOOK SALES	0.00	0.00	0.00	0.00	0.00
271-000-674.00	DONATIONS - PRIVATE	1,000.00	9,088.57	350.00	(8,088.57)	908.86
271-000-678.00	DONATIONS-FRIENDS OF LIBRARY	3,500.00	2,457.43	164.75	1,042.57	70.21
271-000-684.00	ENHANCEMENT GRANTS COMMUNITY	0.00	0.00	0.00	0.00	0.00
271-000-687.00	REFUNDS/OVERPAYMENTS	50,075.00	50,362.79	240.63	(287.79)	100.57
Total Dept 000		288,338.14	109,123.96	755.38	179,214.18	37.85
Dept 999						
271-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		288,338.14	109,123.96	755.38	179,214.18	37.85
Expenditures						
Dept 655						
271-655-702.00	WAGES - FULL TIME	50,000.00	24,619.10	4,233.45	25,380.90	49.24
271-655-703.00	LIBRARY SALARY	42,000.00	18,681.36	3,076.92	23,318.64	44.48
271-655-709.00	EMPLOYER SOCIAL SECURITY	7,305.00	3,575.76	559.24	3,729.24	48.95
271-655-710.00	EMPLOYER MESC	300.00	4.27	0.00	295.73	1.42
271-655-713.00	OVERTIME PAY	0.00	0.00	0.00	0.00	0.00
271-655-750.00	OFFICE SUPPLIES	3,500.00	1,175.24	222.05	2,324.76	33.58
271-655-750.01	MAKERSPACE SUPPLIES	4,000.00	1,636.16	63.00	2,363.84	40.90
271-655-751.00	MAINTENANCE SUPPLIES	1,000.00	136.23	0.00	863.77	13.62
271-655-752.00	BOOKS - ADULTS	7,000.00	3,665.32	648.54	3,334.68	52.36
271-655-752.01	PERIODICALS	550.00	0.00	0.00	550.00	0.00
271-655-752.02	DVD	1,000.00	207.37	37.41	792.63	20.74
271-655-752.03	REFERENCE	550.00	29.95	0.00	520.05	5.45
271-655-752.04	LARGE PRINT MATERIAL	2,500.00	282.24	44.94	2,217.76	11.29
271-655-752.05	YOUNG ADULT BOOKS	1,500.00	308.13	48.49	1,191.87	20.54
271-655-752.11	JUNIOR BOOKS	2,500.00	935.52	149.28	1,564.48	37.42
271-655-752.12	GAMES/PUZZLES	500.00	0.00	0.00	500.00	0.00
271-655-752.13	CHILDREN BOOK	4,000.00	556.07	103.25	3,443.93	13.90
271-655-752.14	E-RESOURCES	14,350.00	3,199.55	249.23	11,150.45	22.30
271-655-752.15	LIBRARY OF THINGS	4,025.00	203.53	0.00	3,821.47	5.06
271-655-752.16	MANGO LANGUAGES	(1,200.00)	0.00	0.00	(1,200.00)	0.00
271-655-752.17	TUMBLEBOOKS STANDARD	(850.00)	0.00	0.00	(850.00)	0.00
271-655-754.00	COMPUTER AND TECHNOLOGY SUPPLIES	4,000.00	461.36	0.00	3,538.64	11.53
271-655-801.00	PROFESSIONAL & CONTRACTUAL	6,000.00	1,661.80	0.00	4,338.20	27.70
271-655-805.00	FACILITY CONTRACTED MAINTENANCE	3,500.00	1,876.29	70.00	1,623.71	53.61

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022 NORMAL (ABNORMAL)	MONTH 12/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 271 - LIBRARY FUND						
Expenditures						
271-655-809.00	ADMINISTRATIVE FEES-FDN	250.00	0.00	0.00	250.00	0.00
271-655-850.00	COMMUNICATIONS	1,200.00	396.40	25.88	803.60	33.03
271-655-851.00	MAIL/POSTAGE	1,700.00	638.25	79.99	1,061.75	37.54
271-655-852.00	INTERNET & WEBSITE	2,000.00	0.00	0.00	2,000.00	0.00
271-655-860.00	TRANSPORTATION	1,000.00	275.28	275.28	724.72	27.53
271-655-880.00	COMMUNITY PROMOTION - PROGRAMMIN	8,000.00	3,532.59	390.54	4,467.41	44.16
271-655-900.00	PRINTING AND PUBLISHING	3,000.00	0.00	0.00	3,000.00	0.00
271-655-910.00	EDUCATION & TRAINING	750.00	325.00	0.00	425.00	43.33
271-655-915.00	MEMBERSHIP & DUES	2,500.00	726.56	0.00	1,773.44	29.06
271-655-917.00	SEWER O & M	1,500.00	560.85	171.01	939.15	37.39
271-655-920.00	ELECTRIC	6,600.00	2,999.08	29.15	3,600.92	45.44
271-655-921.00	NATURAL GAS	3,000.00	852.70	318.50	2,147.30	28.42
271-655-930.00	REPAIRS & MAINT. LAND & BUILDING	5,000.00	316.63	46.63	4,683.37	6.33
271-655-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	300.00	475.18	0.00	(175.18)	158.39
271-655-933.00	SOFTWARE MAINT AGREEMENT	4,500.00	2,641.20	112.00	1,858.80	58.69
271-655-935.00	INSURANCE	2,000.00	0.00	0.00	2,000.00	0.00
271-655-937.00	WORKMENS COMP INSURANCE	300.00	0.00	0.00	300.00	0.00
271-655-940.00	RENTALS	2,000.00	1,002.38	107.89	997.62	50.12
271-655-948.00	COMPUTER SERVICES	1,500.00	600.00	350.00	900.00	40.00
271-655-956.00	MEL REPLACEMENT	0.00	37.00	37.00	(37.00)	100.00
271-655-975.01	BUILDING ADDITIONS & IMPROVEMENTS	10,000.00	2,126.67	0.00	7,873.33	21.27
271-655-977.00	EQUIPMENT	6,000.00	115.74	115.74	5,884.26	1.93
271-655-980.00	OFFICE EQUIP & FURNITURE	15,633.00	157.11	149.99	15,475.89	1.00
271-655-990.00	LONG TERM DEBT	500.00	0.00	0.00	500.00	0.00
271-655-992.00	LONG TERM DEBT INTEREST	100.00	0.00	0.00	100.00	0.00
Total Dept 655		237,363.00	80,993.87	11,715.40	156,369.13	34.12
Dept 999						
271-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		237,363.00	80,993.87	11,715.40	156,369.13	34.12
Fund 271 - LIBRARY FUND:						
TOTAL REVENUES		288,338.14	109,123.96	755.38	179,214.18	37.85
TOTAL EXPENDITURES		237,363.00	80,993.87	11,715.40	156,369.13	34.12
NET OF REVENUES & EXPENDITURES		50,975.14	28,130.09	(10,960.02)	22,845.05	55.18
BEG. FUND BALANCE		263,543.13	263,543.13			
NET OF REVENUES/EXPENDITURES - 2021-22			128,280.90		128,280.90	
END FUND BALANCE		314,518.27	419,954.12			

12/27/2022 02:19 PM

User: DZ2C91

DB: Tuscarora

## REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP

Page: 16/24

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 12/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 282 - ARPA FUND						
Revenues						
Dept 000						
282-000-567.00	STATE GRANTS ARPA	153,221.00	0.00	0.00	153,221.00	0.00
Total Dept 000		153,221.00	0.00	0.00	153,221.00	0.00
TOTAL REVENUES		153,221.00	0.00	0.00	153,221.00	0.00
Expenditures						
Dept 262 - ELECTIONS						
282-262-704.01	ARPA PAY ELECTIONS	0.00	0.00	0.00	0.00	0.00
282-262-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00
Total Dept 262 - ELECTIONS		0.00	0.00	0.00	0.00	0.00
Dept 265 - BUILDING AND GROUNDS						
282-265-930.00	REPAIRS/MAINT. LAND & BLDG.	0.00	4,721.42	0.00	(4,721.42)	100.00
Total Dept 265 - BUILDING AND GROUNDS		0.00	4,721.42	0.00	(4,721.42)	100.00
Dept 301 - POLICE						
282-301-702.01	ARPA PREMIUM PAY	0.00	0.00	0.00	0.00	0.00
282-301-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00
282-301-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	0.00	23,008.00	0.00	(23,008.00)	100.00
282-301-981.00	VEHICLES	0.00	0.00	0.00	0.00	0.00
Total Dept 301 - POLICE		0.00	23,008.00	0.00	(23,008.00)	100.00
Dept 336 - FIRE PROTECTION						
282-336-977.00	EQUIPMENT	0.00	6,500.00	0.00	(6,500.00)	100.00
Total Dept 336 - FIRE PROTECTION		0.00	6,500.00	0.00	(6,500.00)	100.00
Dept 751 - PARKS AND RECREATION						
282-751-702.01	ARPA PREMIUM PAY PARKS	0.00	0.00	0.00	0.00	0.00
282-751-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00
Total Dept 751 - PARKS AND RECREATION		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	34,229.42	0.00	(34,229.42)	100.00
Fund 282 - ARPA FUND:						
TOTAL REVENUES		153,221.00	0.00	0.00	153,221.00	0.00
TOTAL EXPENDITURES		0.00	34,229.42	0.00	(34,229.42)	100.00
NET OF REVENUES & EXPENDITURES		153,221.00	(34,229.42)	0.00	187,450.42	22.34
BEG. FUND BALANCE						
END FUND BALANCE						

12/27/2022 02:19 PM

User: DZ2C91

DB: Tuscarora

## REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP

Page: 17/24

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 12/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 394 - TAX INCR REV BONDS SERIES 2020 DEBT RETI						
Revenues						
Dept 000						
394-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
Expenditures						
Dept 443 - PEDESTRIAN IMPROVEMENTS						
394-443-991.00	BOND PRINCIPAL PAYMENT	0.00	0.00	0.00	0.00	0.00
394-443-992.00	BOND INTEREST PAYMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 443 - PEDESTRIAN IMPROVEMENTS		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 394 - TAX INCR REV BONDS SERIES 2020 DEBT RETI:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE						
END FUND BALANCE						

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022	MONTH 12/31/2022	BALANCE	
Fund 502 - BOAT LAUNCH						
Revenues						
Dept 000						
502-000-653.00	BOAT LAUNCH FEES	12,000.00	8,272.59	0.00	3,727.41	68.94
502-000-699.00	INTERFUND TRANSFER IN	103,782.74	103,782.74	0.00	0.00	100.00
Total Dept 000		115,782.74	112,055.33	0.00	3,727.41	96.78
TOTAL REVENUES		115,782.74	112,055.33	0.00	3,727.41	96.78
Expenditures						
Dept 756 - BOAT LAUNCH						
502-756-702.00	SALARIES AND WAGES	1,000.00	0.00	0.00	1,000.00	0.00
502-756-709.00	EMPLOYER SOCIAL SECURITY	200.00	0.00	0.00	200.00	0.00
502-756-752.00	OPERATING SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
502-756-801.00	BOAT LAUNCH CONTRACTED SERVICES	2,500.00	0.00	0.00	2,500.00	0.00
502-756-920.00	ELECTRIC	1,000.00	212.04	37.16	787.96	21.20
502-756-930.00	REPAIRS/MAINT. LAND & BLDG.	1,200.00	806.89	0.00	393.11	67.24
502-756-940.00	BOAT LAUNCH LEASE	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 756 - BOAT LAUNCH		9,400.00	1,018.93	37.16	8,381.07	10.84
TOTAL EXPENDITURES		9,400.00	1,018.93	37.16	8,381.07	10.84
Fund 502 - BOAT LAUNCH:						
TOTAL REVENUES		115,782.74	112,055.33	0.00	3,727.41	96.78
TOTAL EXPENDITURES		9,400.00	1,018.93	37.16	8,381.07	10.84
NET OF REVENUES & EXPENDITURES		106,382.74	111,036.40	(37.16)	(4,653.66)	104.37
BEG. FUND BALANCE						
END FUND BALANCE		106,382.74	111,036.40			

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022 NORMAL (ABNORMAL)	MONTH 12/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - SEWER FUND						
Revenues						
Dept 000						
590-000-451.00	SPECIAL ASSESSMENTS	60,931.00	0.00	0.00	60,931.00	0.00
590-000-501.00	GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
590-000-548.00	STATE CONTRIB FOR LAND	0.00	0.00	0.00	0.00	0.00
590-000-569.00	SEWER GRANT FUNDS	0.00	48,700.00	0.00	(48,700.00)	100.00
590-000-580.00	LOCAL CONTRIBUTION FOR LAND	0.00	0.00	0.00	0.00	0.00
590-000-626.00	CHARGES FOR SERVICES RENDERED	0.00	0.00	0.00	0.00	0.00
590-000-628.00	SEWER HOOK-UP/BENEFIT FEE	0.00	0.00	0.00	0.00	0.00
590-000-642.00	SOM CONTRACT	0.00	0.00	0.00	0.00	0.00
590-000-651.00	FEES OPERATING	150,000.00	74,767.18	0.00	75,232.82	49.84
590-000-651.01	RRI FEES	0.00	0.00	0.00	0.00	0.00
590-000-655.00	FINES	4,400.00	3,261.30	0.00	1,138.70	74.12
590-000-665.00	INTEREST	66,213.52	242.76	0.00	65,970.76	0.37
590-000-666.00	DIVIDENDS	0.00	0.00	0.00	0.00	0.00
590-000-675.00	CONTRIBUTIONS FROM PRIVATE SOURC	0.00	0.00	0.00	0.00	0.00
590-000-676.00	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
590-000-687.00	REFUNDS/OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00
590-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		281,544.52	126,971.24	0.00	154,573.28	45.10
Dept 999						
590-999-599.99	REVENUE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		281,544.52	126,971.24	0.00	154,573.28	45.10
Expenditures						
Dept 536 - WATER AND SEWER SYSTEMS						
590-536-702.00	SEWER HOURLY	200.00	0.00	0.00	200.00	0.00
590-536-709.00	EMPLOYER SOCIAL SECURITY - SEWER	15.30	0.00	0.00	15.30	0.00
590-536-751.00	LAB CHEMICALS & SUPPLIES	9,500.00	6,196.24	1,151.09	3,303.76	65.22
590-536-752.00	OPERATING SUPPLIES	600.00	38.98	0.00	561.02	6.50
590-536-801.00	OPERATIONS CONTRACT	75,000.00	23,600.00	0.00	51,400.00	31.47
590-536-801.01	MISC PROFESSIONAL	6,000.00	0.00	0.00	6,000.00	0.00
590-536-801.02	O & M ADDITIONAL SERVICES	1,500.00	0.00	0.00	1,500.00	0.00
590-536-802.00	LEGAL, PERMITS	12,000.00	312.50	0.00	11,687.50	2.60
590-536-805.00	LAB ANALYSIS	1,500.00	16,219.42	0.00	(14,719.42)	1,081.29
590-536-806.00	LOCATING SERVICE & MISS DIG	7,500.00	1,041.39	125.91	6,458.61	13.89
590-536-807.00	BIOSOLID LAND	12,000.00	0.00	0.00	12,000.00	0.00
590-536-852.00	INTERNET	600.00	203.35	40.03	396.65	33.89
590-536-861.00	MILEAGE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
590-536-900.00	PUBLICATIONS	1,000.00	0.00	0.00	1,000.00	0.00
590-536-916.00	EDUCATION AND TRAINING	500.00	0.00	0.00	500.00	0.00
590-536-920.00	ELECTRIC	40,000.00	14,691.59	808.32	25,308.41	36.73
590-536-930.00	REPAIRS/MAINT. LAND & BLDG.	2,000.00	400.00	0.00	1,600.00	20.00
590-536-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	18,000.00	2,035.50	190.00	15,964.50	11.31
590-536-933.00	SOFTWARE MAINT AGREEMENT	750.00	0.00	0.00	750.00	0.00
590-536-935.00	LIABILITY INSURANCE	1,800.00	0.00	0.00	1,800.00	0.00
590-536-940.00	TREATMENT FACILITY RENTALS	750.00	750.00	0.00	0.00	100.00
590-536-948.00	COMPUTER SERVICES	0.00	0.00	0.00	0.00	0.00
590-536-967.00	STATE PARK SEWER	0.00	0.00	0.00	0.00	0.00
590-536-968.00	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2022 NORMAL (ABNORMAL)	MONTH 12/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - SEWER FUND						
Expenditures						
590-536-975.00	BUILDINGS	0.00	0.00	0.00	0.00	0.00
590-536-977.00	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
590-536-980.00	COMPUTER & OFFICE EQUIP	0.00	0.00	0.00	0.00	0.00
590-536-984.00	SOFTWARE	0.00	0.00	0.00	0.00	0.00
590-536-991.00	BOND PRINCIPAL PAYMENT	63,000.00	0.00	0.00	63,000.00	0.00
590-536-992.00	BOND INTEREST PAYMENT	55,000.00	23,520.00	0.00	31,480.00	42.76
590-536-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 536		309,215.30	89,008.97	2,315.35	220,206.33	28.79
Dept 999						
590-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		309,215.30	89,008.97	2,315.35	220,206.33	28.79
Fund 590 - SEWER FUND:						
TOTAL REVENUES		281,544.52	126,971.24	0.00	154,573.28	45.10
TOTAL EXPENDITURES		309,215.30	89,008.97	2,315.35	220,206.33	28.79
NET OF REVENUES & EXPENDITURES		(27,670.78)	37,962.27	(2,315.35)	(65,633.05)	137.19
BEG. FUND BALANCE		6,039,070.40	6,039,070.40			
NET OF REVENUES/EXPENDITURES - 2021-22			9,377.82		9,377.82	
END FUND BALANCE		6,011,399.62	6,086,410.49			

12/27/2022 02:19 PM

User: DZ2C91

DB: Tuscarora

## REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP

Page: 21/24

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 12/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 703 - CURRENT TAX COLLECTION FUND						
Revenues						
Dept 000						
703-000-665.00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
703-000-689.00	CASH OVER OR SHORT	0.00	(4.11)	0.00	4.11	100.00
703-000-699.00	INTERFUND TRANSFER IN	0.00	(1,669.20)	0.00	1,669.20	100.00
Total Dept 000		0.00	(1,673.31)	0.00	1,673.31	100.00
TOTAL REVENUES		0.00	(1,673.31)	0.00	1,673.31	100.00
Fund 703 - CURRENT TAX COLLECTION FUND:						
TOTAL REVENUES		0.00	(1,673.31)	0.00	1,673.31	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	(1,673.31)	0.00	1,673.31	100.00
BEG. FUND BALANCE						
END FUND BALANCE			(1,673.31)			



12/27/2022 02:19 PM

User: DZ2C91

DB: Tuscarora

## REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP

Page: 22/24

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23 AMENDED BUDGET	YTD BALANCE 12/31/2022 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 811 - ROAD CAPITAL PROJECT FUND						
Revenues						
Dept 000						
811-000-665.00	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
811-000-674.00	CONTRIBUTIONS / PRIVATE	0.00	0.00	0.00	0.00	0.00
811-000-696.00	PROCEEDS FROM DEBT ISSUED	0.00	0.00	0.00	0.00	0.00
811-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
Expenditures						
Dept 450 - ROAD AND STREET DETAIL						
811-450-801.00	OPERATIONS CONTRACT	0.00	0.00	0.00	0.00	0.00
811-450-809.00	FILING FEES	0.00	0.00	0.00	0.00	0.00
811-450-851.00	MAIL/POSTAGE	0.00	0.00	0.00	0.00	0.00
811-450-900.00	PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
811-450-989.00	ROAD IMPROVEMENT	0.00	0.00	0.00	0.00	0.00
811-450-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 450 - ROAD AND STREET DETAIL		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 811 - ROAD CAPITAL PROJECT FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE		13.92	13.92			
END FUND BALANCE		13.92	13.92			

PERIOD ENDING 12/31/2022

% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	12/31/2022 NORMAL (ABNORMAL)	MONTH 12/31/2022 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 860 - SPECIAL ASSESSMENT								
Revenues								
Dept 000								
860-000-451.00	SPEC ASSESSMENT	0.00	14,001.67	0.00	(14,001.67)	100.00		
860-000-451.01	PROSPECT/CHIPPEWA BEACH	76,435.44	0.00	0.00	76,435.44	0.00		
860-000-451.02	WAHBEE	17,096.00	0.00	0.00	17,096.00	0.00		
860-000-665.00	INTEREST INCOME	250.00	152.52	0.00	97.48	61.01		
860-000-665.01	INTEREST-CHIPPEWA BEACH	9,986.05	0.00	0.00	9,986.05	0.00		
860-000-665.02	INTEREST-WAHBEE	2,234.78	0.00	0.00	2,234.78	0.00		
860-000-675.00	CONTRIBUTIONS FROM PRIVATE SOURC	0.00	0.00	0.00	0.00	0.00		
860-000-699.00	INTERFUND TRANSFER IN	25,000.00	0.00	0.00	25,000.00	0.00		
Total Dept 000		131,002.27	14,154.19	0.00	116,848.08	10.80		
Dept 999								
860-999-599.99	REV CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00		
Total Dept 999		0.00	0.00	0.00	0.00	0.00		
TOTAL REVENUES		131,002.27	14,154.19	0.00	116,848.08	10.80		
Expenditures								
Dept 450 - ROAD AND STREET DETAIL								
860-450-964.00	REFUNDS AND REBATES	0.00	0.00	0.00	0.00	0.00		
860-450-991.00	BOND PAYMENT	226,000.00	0.00	0.00	226,000.00	0.00		
860-450-992.00	BOND INTEREST PAYMENT	23,569.66	11,784.83	0.00	11,784.83	50.00		
860-450-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00		
Total Dept 450		249,569.66	11,784.83	0.00	237,784.83	4.72		
Dept 999								
860-999-999.99	EXP CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00		
Total Dept 999		0.00	0.00	0.00	0.00	0.00		
TOTAL EXPENDITURES		249,569.66	11,784.83	0.00	237,784.83	4.72		
Fund 860 - SPECIAL ASSESSMENT:								
TOTAL REVENUES		131,002.27	14,154.19	0.00	116,848.08	10.80		
TOTAL EXPENDITURES		249,569.66	11,784.83	0.00	237,784.83	4.72		
NET OF REVENUES & EXPENDITURES		(118,567.39)	2,369.36	0.00	(120,936.75)	2.00		
BEG. FUND BALANCE		556,459.98	556,459.98					
NET OF REVENUES/EXPENDITURES - 2021-22			(103,918.65)		(103,918.65)			
END FUND BALANCE		437,892.59	454,910.69					
TOTAL REVENUES - ALL FUNDS								
		3,742,584.56	734,650.72	25,952.62	3,007,933.84	19.63		
TOTAL EXPENDITURES - ALL FUNDS								
		3,834,802.84	1,419,838.09	136,288.39	2,414,964.75	37.03		

REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP  
PERIOD ENDING 12/31/2022  
% Fiscal Year Completed: 50.41

GL NUMBER	DESCRIPTION	2022-23	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		AMENDED BUDGET	12/31/2022	MONTH 12/31/2022	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
NET OF REVENUES & EXPENDITURES		(92,218.28)	(685,187.37)		(110,335.77)		592,969.09	743.01
BEG. FUND BALANCE - ALL FUNDS		8,516,178.50	8,516,178.50					
END FUND BALANCE - ALL FUNDS		8,270,739.22	8,151,519.58					

## **Treasurer Report**

Bank Code		Beginning Balance 12/01/2022	Total Debits	Total Credits	Ending Balance 12/26/2022
Fund	Description				
DDASV DDA	IMMA				
248	DOWNTOWN DEVELOPMENT AUTHORITY	52,508.73	0.00	0.00	52,508.73
		<hr/>	<hr/>	<hr/>	<hr/>
	DDA IMMA	52,508.73	0.00	0.00	52,508.73
DDARD DDA	USDA RD BOND				
101	GENERAL FUND	840.00	0.00	0.00	840.00
248	DOWNTOWN DEVELOPMENT AUTHORITY	13,200.00	0.00	0.00	13,200.00
		<hr/>	<hr/>	<hr/>	<hr/>
	DDA USDA RD BOND	14,040.00	0.00	0.00	14,040.00
POOL GENERAL - ALL					
101	GENERAL FUND	701,072.02	1,593.32	38,811.21	663,854.13
206	FIRE FUND	454.23	0.00	0.00	454.23
207	POLICE FUND	201,177.39	33,008.88	85,474.62	148,711.65
219	STREET LIGHTING FUND	(3,422.35)	0.00	4,152.17	(7,574.52)
248	DOWNTOWN DEVELOPMENT AUTHORITY	84,176.18	0.00	0.00	84,176.18
271	LIBRARY FUND	107,547.03	755.38	12,595.84	95,706.57
282	ARPA FUND	204,773.45	0.00	0.00	204,773.45
502	BOAT LAUNCH	111,073.56	0.00	37.16	111,036.40
590	SEWER FUND	61,948.19	1,598.55	4,292.38	59,254.36
704	IMPREST PAYROLL FUND	(1,074.89)	27,790.14	27,790.14	(1,074.89)
860	SPECIAL ASSESSMENT	13,215.17	0.00	0.00	13,215.17
		<hr/>	<hr/>	<hr/>	<hr/>
	GENERAL - ALL	1,480,939.98	64,746.27	173,153.52	1,372,532.73
LIBSP LIBRARY SPECIAL					
271	LIBRARY FUND	25,720.74	0.00	0.00	25,720.74
		<hr/>	<hr/>	<hr/>	<hr/>
	LIBRARY SPECIAL	25,720.74	0.00	0.00	25,720.74
ADDRE SEWER ADD REU					
590	SEWER FUND	257,486.75	0.00	0.00	257,486.75
		<hr/>	<hr/>	<hr/>	<hr/>
	SEWER ADD REU	257,486.75	0.00	0.00	257,486.75
RRI SEWER RRI					
590	SEWER FUND	85,691.52	0.00	0.00	85,691.52
		<hr/>	<hr/>	<hr/>	<hr/>
	SEWER RRI	85,691.52	0.00	0.00	85,691.52
SEWER SEWER SPEC ASSESSMENT					
590	SEWER FUND	101,226.32	0.00	0.00	101,226.32
		<hr/>	<hr/>	<hr/>	<hr/>
	SEWER SPEC ASSESSMENT	101,226.32	0.00	0.00	101,226.32
SPAS SPECIAL ASSESSMENTS					
860	SPECIAL ASSESSMENT	371,083.77	0.00	0.00	371,083.77
		<hr/>	<hr/>	<hr/>	<hr/>
	SPECIAL ASSESSMENTS	371,083.77	0.00	0.00	371,083.77
		<hr/>	<hr/>	<hr/>	<hr/>

Bank Code		Beginning Balance 12/01/2022	Total Debits	Total Credits	Ending Balance 12/26/2022
Fund	Description				
	TOTAL - ALL FUNDS	2,388,697.81	64,746.27	173,153.52	2,280,290.56

# **Meeting Minutes**

**Tuscarora Township Board**  
**3546 S. Straits Hwy, Indian River, MI 49749**  
**Special Meeting at 7:00 pm - Township Hall**  
**November 29, 2022**

**Call to Order:** Clerk Reidsma called the meeting to order at 7:00 PM

**Roll Call:** Present - Treasurer Balazovic, Trustee Kramer, Trustee Vance, Clerk Reidsma  
Absent - Supervisor Ridley      Quorum - Yes      Staff Present - Deputy Clerk Dillaha

**Motion for Moderator:** Clerk Reidsma entertained a motion for meeting moderator. Trustee Vance moved to nominate Trustee Kramer. Clerk Reidsma seconded the motion. Motion passed 4-0

**Public Comment on Agenda Items:** None

**Township of Excellence Policies - Chapter 6, Records Management**

(1) Chapter 4 - Verlin (Township Auditor) gave an estimate cost of \$250-750 to review Chapter 4 "Financial Administration" and could have it finished by Dec. 15.

**Motion:** Trustee Vance made the motion to approve up to \$750 for the auditor to review Chapter 4. Clerk Reidsma seconded. Passed 4-0

(2) Chapter 5 - Trustee Kramer made the announcement that our attorney will review Chapter 5 and hopes to have it ready for the December 6 Board Regular Meeting. He also recommended for the Police Dept to review the Policy Manual - Chapter 5, and to let us know if there was anything they wanted or needed changed. Kramer wanted to add an exclusion of Police personnel due to their union contract for certain requirements in Chapter 5, and advised the attorney of his suggestions.

(3) Chapter 6: Clerk Reidsma reviewed the chapter with the Board because records management most affects his position. This chapter also updates FOIA policy.

**Motion:** Trustee Vance made the motion to accept Chapter 6 with amendments. Trustee Kramer seconded. Motion passed 3-1.

**Personnel Items:** None

**Assessing:** Allen Berg scheduled to be at Dec. 1 meeting for questions and discussion. Clayton McGovern to appear before the board for questions and discussion Dec. 3

**Audit:** Clerk Reidsma reported he spoke to Mr. Verlin (Auditor) and he believes the audit will be finished by Dec 23. A remote audit review can occur January 3, or his representative will be available in person as well. The Board needs to decide how they want to proceed.



**Budget Adjustments:** None

**Housekeeping:**

**Motion:** Trustee Kramer makes a motion to purchase two "Kofax" programs, with purchase not to exceed \$300.00. Trustee Vance seconded.

Discussion: This will eliminate undue burden for our committees to be mandated to use "Word". This program will enable conversion of any document to PDF for compiling the Consent agenda and allowing all necessary conversion to be done at the office.

Motion Passed 4-0

**Citizen Comment:**

Webb: FOIA

P. McGinnis: FOIA

R. Odenwald: FOIA, minimum wage, Auditor

**Board Comments:** 1

Meeting adjourned: 8:25 PM

Respectfully submitted,

Jay Reidsma – Tuscarora Township Clerk

**TUSCARORA TOWNSHIP BOARD**  
**3546 S. STRAITS HWY, INDIAN RIVER, MI 49749**  
**December 1, 2022 AT 7:00 PM**  
**SPECIAL MEETING MINUTES**

**ITEM 1: CALL TO ORDER**

The meeting was called to order by Clerk Reidsma at 7:01 pm

**ITEM 2: ROLL CALL**

Present – Treasurer Balazovic, Clerk Reidsma, Trustee Vance, Trustee Kramer

Absent – Supervisor Ridley

**MOTION:** Move to have the meeting chaired by Treasurer Balazovic

Moved by: Kramer, seconded by Reidsma

DISCUSSION: None

MOTION CARRIED by unanimous vote

**ITEM 3: PUBLIC COMMENT ON AGENDA ITEMS**

None

**ITEM 4: TOWNSHIP OF EXCELLENCE POLICIES**

**MOTION:** Move to postpone discussion of Chapter 7 to Saturday, December 3, 2022.

Moved by Kramer, seconded by Reidsma

MOTION CARRIED by unanimous vote

DISCUSSION: Sections 7.1-7.4 are from the Michigan Township Association. Section 7.7 is from Spring Lake Township.

**ITEM 5: PERSONNEL ACTIONS**

Report - None

**ITEM 6: ASSESSING**

Report – Alan Berg attended the meeting to answer board questions.

**ITEM 7: AUDIT/CPA**

Report – None

**ITEM 8: BUDGET ADJUSTMENTS**

Report – Kramer reported on airport emergency plan. 2018/2019 MDOT inspection revealed the need to repaint lines and numbers on airway. They will need \$7,500 over the current budget.

**ITEM 9: HOUSEKEEPING:**

None

**ITEM 10: PUBLIC COMMENT**

Began at 8:00 pm

McGinnis – public participation in open meetings

**ITEM 11: BOARD COMMENT**

None

**ITEM 12: MOTION TO ADJOURN**

**MOTION:** Move to adjourn

Moved by Kramer, seconded by Reidsma

MOTION CARRIED

Meeting adjourned at 8:03 pm

Respectfully submitted,

Jay Reidsma

Tuscarora Township Clerk

**Tuscarora Township Board  
3546 S. Straits Hwy, Indian River, MI 49749  
Special Meeting at 10:00 am - Township Hall  
December 3, 2022**

**ITEM 1: CALL TO ORDER**

The meeting was called to order by Supervisor Ridley at 10:00 am

**ITEM 2: ROLL CALL**

Present – Supervisor Ridley, Clerk Reidsma, Trustee Vance, Trustee Kramer

Absent –Treasurer Balazovic

Quorum present.

**ITEM 3: PUBLIC COMMENT ON AGENDA ITEMS**

The floor was open for public comment at 10:01 am. There was none

**ITEM 4: ASSESSING**

Clayton McGovern discussed his business model for property assessment and answered questions from the board and the public.

**ITEM 5: TOWNSHIP OF EXCELLENCE POLICIES**

Chapter 2 – Board Packets

**MOTION:** Move to allow Supervisor Ridley and Trustee Kramer to add an item for the Parks to the agenda for the December regular board meeting after the agreed upon deadline.

Moved by Kramer, seconded by Reidsma

MOTION CARRIED

Discussion:

New Kofax software to create board packets is working. Looking to improve further by adding a shared folder for users to submit information. Requested that reports be submitted before the deadline to give Office Assistant time to prepare the full packet. A process document will be created.

Chapter 7

**MOTION:** Move to approve chapter 7 as written pending review by township legal counsel.

Moved by Kramer, seconded by Vance MOTION CARRIED

Discussion:

Social media policy is verbatim from Spring Lakes Township Policy Manual which was reviewed by their attorney.

Discussion on need for legal review. Is it necessary when the language was reviewed by others.

Township has right to block the rights of others to access social media accounts and can establish the process for making these decisions.

**MOTION:** Move to recess for 5 minute at 11:00 am.

Moved by Kramer, seconded by Vance

MOTION CARRIED

**MOTION:** Moved to resume the special meeting at 11:04 am.

Moved by Kramer, seconded by Vance

MOTION CARRIED

## Chapter 8

**MOTION:** Move to approve chapter 8 as written pending legal review.

Moved by Kramer, seconded by Vance

MOTION CARRIED

## Discussion

Estimated twelve-month project to identify and label township assets.

Risk management – township does not have adequate records to establish loss of furniture, fixtures, equipment.

Process for disposal of township assets.

Personal use of township assets.

Personal use of township email.

Age of Supervisor Ridley's laptop/computer.

## Chapter 9

**MOTION:** Move to approve Chapter 9 to say "TO BE DEVELOPED"

Moved by Kramer, seconded by Reidsma

MOTION CARRIED

## Discussion:

Report that emergency plan and operational documents from the airport can be ready by September 30, 2023.

## Chapter 10

**MOTION:** Move to accept chapter 10 as written,

Moved by Kramer, seconded by Vance

MOTION CARRIED

## Discussion:

Police department has an extensive manual in place. They are willing to adopt bid policy of the township.

**MOTION:** Move to send chapter 6 to township counsel for legal review.

Moved by Kramer, seconded by Vance

MOTION CARRIED

Discussion:

Additional cost for legal review of additional chapters.

Legal review of chapter 9 when that document is complete.

Michigan Economic Development Corporation (MEDC) – Trello uploads for Reinvestment Ready Communities (RRC)

MEDC – intern to develop programs, but the township is not currently ready. This is separate from RRC program.

This manual will transfer to assist the township with progress with these programs.

#### **ITEM 6: PERSONNEL ACTIONS**

**MOTION:** Moved to hire Admin Assistant and move forward with hiring.

Moved by Reidsma, seconded by Vance

MOTION CARRIED

Discussion

32 hour per week position.

Funding the additional expense for this position.

#### **ITEM 7: AUDIT/CPA**

**MOTION:** Move to request Joe Verlin from Gabridge to present the audit in person at the January meeting.

Moved by Kramer, seconded by Vance

MOTION CARRIED

Discussion:

Joe Verlin is prepared to complete the audit by December 23, 2022 and present the audit at the January board meeting.

Need to allow the CPA firm to have some latitude to present remotely based on weather.

#### **ITEM 8: BUDGET:**

**MOTION:** Move to authorize Supervisor to replace monitors, desktop, and laptop computers not to exceed \$7,500.

Moved by Kramer, seconded by Vance

MOTION CARRIED

Discussion:

Request that the airport provide report on sealcoat and markings required by MDOT maintenance.

**ITEM 9: HOUSEKEEPING:**

None

**ITEM 10: PUBLIC COMMENT**

Began at 12:07 pm

McGinnis – Data security

Odenwald – IT, Audit, manuals and policies, records, FOIA

Webb – IT vendors

Dillaha – Fixed assets, IT, legal review, social media

**ITEM 11: BOARD COMMENT**

Three members commented

**ITEM 12: MOTION TO ADJOURN**

**MOTION:** Move to adjourn

Moved by Vance, seconded by Kramer

MOTION CARRIED

Meeting adjourned at 12:26 pm

Respectfully submitted,

Jay Reidsma

Tuscarora Township Clerk

**Tuscarora Township Board**  
**3546 S. Straits Hwy, Indian River, MI 49749**  
**Regular Meeting at 7:00 pm - Township Hall**  
**December 6, 2022**

**ITEM 1: CALL TO ORDER**

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

**ITEM 2: ROLL CALL**

Present – Supervisor Ridley, Clerk Reidsma, Trustee Vance, Trustee Kramer, Treasurer Balazovic

Absent – none

Quorum Present

**ITEM 3: BOARD MEMBER CONFLICTS OF INTEREST STATEMENT**

None

Report – Conflict of interest statement to be given to board members for signature after the meeting.

**ITEM 4: PUBLIC COMMENT ON AGENDA ITEMS**

McGinnis – Transparency of township business because of consent agenda/board packets.

Correspondence missing from board packet.

Webb – Assessor

Snyder- Waldron/Black property purchase

**ITEM 5: APPROVE AGENDA**

**MOTION:** Move to change agenda item – Club Rd eliminate “ITEM 7: Old Business” to “ITEM 8: New Business” and move Assessor Report into “ITEM 8: New Business”

Moved by Kramer, seconded Vance

MOTION CARRIED

**MOTION:** Move to add item for Personnel “ITEM 8: New Business”.

Moved by Balazovic, seconded by Ridley

MOTION CARRIED

Discussion: None

continued



**MOTION:** Move to move Meeting Minutes 11/16, 11/17 and 11/19 from the consent agenda to the regular agenda for edits.

Moved by Balazovic, seconded by Vance

MOTION CARRIED

Discussion: None

#### **ITEM 6: APPROVAL OF CONSENT AGENDA**

**MOTION:** Move to approve consent agenda and regular agenda with changes.

Moved by Balazovic, seconded by Vance

MOTION CARRIED

Discussion: None

#### **ITEM 7: OLD BUSINESS**

a. Access Locksmith Bid (Doors) –

**MOTION:** Moved to approve this expenditure.

Moved by Vance, seconded by Kramer

MOTION CARRIED

Discussion:

This is the only contractor that works on handicap accessible doors. Estimated cost for two doors is \$6,075.00.

Bid policy compliance.

ARPA funding was budgeted for this expense.

b. M&M Plumbing & Heating Bid (Air Handler)

**MOTION:** Move to approve this expenditure.

Moved by Vance Seconded by Kramer

MOTION CARRIED

Discussion:

Control company and management of zones.

continued

## **ITEM 8: NEW BUSINESS**

### **a. Sharen Lange Cheboygan County Economic Development**

Sharen Lange reported on her role in Cheboygan County as a liaison for development.

### **b. Bear BarBell/ Glow Line Adjustment**

**MOTION:** Move to approve adjustment in property line for Bell BarBell and Glow.

Moved by Vance, seconded by Balazovic

MOTION CARRIED

Discussion:

Current line cut off approximately 18'.

### **c. Waldron/Black Request (Vacant Parcel)**

**MOTION:** Move to proceed with research related to sale of property.

Moved by Vance, seconded by Reidsma

MOTION CARRIED

**MOTION:** Move to direct Supervisor Ridley to respond to offers to purchase from Waldron/Black to extend to January 3, 2023.

Moved by Balazovic, seconded by Kramer

MOTION CARRIED

Discussion:

Report from C Waldron regarding an offer to purchase property.

Downtown Development Authority ("DDA") approved the sale as they have no use for this property.

Limited value in the property due to location, size of the parcel, limited access, utility issues.

Legal issues and strategy for making adjacent similarly situated parcels available to adjacent owners.

### **d. General Counsel RFP**

**MOTION:** Move to approve Supervisor publishing a request for proposal ("RFP") for township to hire new general counsel.

continued

Moved by Balazovic, seconded by Vance  
MOTION CARRIED

Discussion:  
Looking for general counsel with experience and insurance in municipal law.  
Publication sources for RFP

e. Board of Review Vacancy

Report by Supervisor announcing the vacancy and time and training requirements for the position.

f. Date for Fireworks

**MOTION:** Move to approve fireworks for July 2, 2023 with the rain day on July 5<sup>th</sup>.  
Moved by Riesman, seconded by Balazovic

MOTION CARRIED

Discussion:  
Date and alternate rain date  
Chamber may be willing to help with funding  
Location for fireworks on pontoons vs land-based show and other safety issues.

g. Club Road

**MOTION:** Move to begin work on Club Road improvement project with 3" resurfacing.  
Moved by Kramer, seconded by Vance

MOTION CARRIED

Discussion:  
Estimates for 2' and 3" resurfacing.  
Traffic load on this road and use by heavy equipment.  
Funding for repair by other townships, DNR, state of Michigan.  
Special assessment district funding and requirements to establish district.  
Impact of improvement on property value.

h. Parks Commission Five Year Plan

**MOTION:** Move to approve the resolution as written.  
Move by Kramer, seconded by Vance

continued

Vote In Favor- Kramer, Reidsma, Vance, Balazovic, Ridley

MOTION CARRIED

Discussion:

Resolution read into the record by Supervisor Ridley

ITEM 9: Assessor

**MOTION:** Move to move forward with the interview and recommendation to hire an assessor.

Moved by Balazovic, seconded by Kramer

Discussion:

Requesting a motion to continue process for clarity of action.

ITEM 10: Deputies and Consultants

**MOTION:** Move to terminate the current consultant and hire a consultant following the guidelines in 2.7 of the draft township policy.

Move by Balazovic, seconded by Ridley

MOTION FAILED

Discussion:

Payroll for deputy clerk is based upon its an appointed position.

Deputy compensation structure, role, and job description.

Board determination of compensation and hours of service for deputies.

MTA conflicting advice on whether the board needs to approve designation of duties.

Requirements to qualify as a consultant.

Requirements for contracts to hire consultants.

**ITEM 11: CORRECTIONS TO MINUTES:**

Correct spelling for Witulski

2.22 – Public comment should include the name of the member of the public who is commenting with subject.

continued

## **ITEM 12: PUBLIC COMMENT**

Began at 8:34 pm

McGinnis – Indian River Flows.

Jacobs – legal service.

Unidentified - public property records online.

Odenwald – public road improvements, SAD, thanks for board changes, consultants.

Webb – Assessor.

Fisher – consultants, time cards, transition.

## **ITEM 11: BOARD COMMENT**

Two board members made comments.

## **ITEM 12: MOTION TO ADJOURN**

MOTION: Move to adjourn

Moved by Vance, seconded by Reidsma

MOTION CARRIED

Meeting adjourned at 8:54 pm

Respectfully submitted,

Jay Reidsma

Tuscarora Township Clerk

## **Correspondence**

**From:** K Swanson <[kateswan0@yahoo.com](mailto:kateswan0@yahoo.com)>

**Sent:** Wednesday, December 28, 2022 1:38 PM

**To:** [supervisor@tuscaroratwp.com](mailto:supervisor@tuscaroratwp.com)

**Cc:** [clerk@tuscaroratwp.com](mailto:clerk@tuscaroratwp.com); [treasurer@tuscaroratwp.com](mailto:treasurer@tuscaroratwp.com); [trustee1@tuscaroratwp.com](mailto:trustee1@tuscaroratwp.com); [vance4trustee@yahoo.com](mailto:vance4trustee@yahoo.com)

**Subject:** Letter to Tuscarora Board, 12-26-22

Tuscarora Township board, re: Special Meeting 12-26-22:

I applaud Jay Reidsma's explanation of the necessity and usefulness of the board's many recent special meetings. I would note that the current board is, in reality, cleaning up far more than 10 years worth of past elected officials fixing problems with bubblegum and duct tape, ignoring problems altogether, or paying through orifices after bad decisions were made.

Three current board members have displayed a willingness to learn, to cooperate, to make decisions based on the best information and advice they are able to assemble. The other two board members should watch the video recordings of recent meetings and ask themselves how they sound and appear to the general public. I don't believe there are many electors who will be impressed by adult board members doing sulky teenager impressions.

Two citizens made comments about Club Road at the end of the meeting. For the record, I would like to offer fact, not opinion, on the nature of Club Road, then a few words on Tuscarora Township's past use of SADs.

**1996:** Kathy and L. Scott Swanson purchase the 3691 Club Road property. At that time, Burger King does not exist. Marina Park area is privately owned. The trail system is skeletal and no trailhead exists.

**2022:** The residential portion of Club Road from Martha Street south to Burger King is essentially unchanged. Of the 11 residential frontage owners, 5-6 have been seasonal residents during the years from 1996-2022, a stable use of property.

**Burger King** draws traffic from M-68 and Club Road, but most of the traffic is of the family vehicle type. An SAD using a formula to charge by front footage would mean that while Burger King's large frontage would pay more than a small frontage residential owner, they would pay proportionally the same amount as a residential property even though their commercial traffic is proportionately far beyond that of a residential property.

**Marina Park**, developed by Tuscarora Township as part of their parks system, now draws heavy traffic, mostly composed of trucks/trailers/boats.

A **recycling area** on Tuscarora Township property has been located within 70' from the north corner of the Swanson property, on Martha Street. This area now draws year-around traffic from three directions.

Cheboygan County Road Commission daily traffic count for the portion of Club Road under discussion was 2400+ in 2022.

One of the 12-26-22 citizen comments berated the board for trying to "push through a benefit for a very few people."

Someone on the board needs to say firmly, publicly, that the "very few people" with frontage probably comprise far less than 2% of the road's actual usage — even if all residences were year-around.

Someone on the board needs to explain that the board's decision to upgrade and improve Club Road without using an SAD is based on **overwhelming benefit to the general public** for non-residential use, largely caused by public infrastructure the township now operates.

One of the board members recently said during a discussion about improving a road without using an SAD, that it wasn't "fair." Their thought process was unexplained, but seemed subjective and simplistic. The "fairness" of making citizens pay for road improvements should be more complex than 'one size fits all'.

In fact, Tuscarora Township's past use of the SAD is proof this adage is false.

Past board behavior is littered with recent examples of SAD math games, including what appear to be selective deals for select citizens, a possibly illegal arrangement with Little Traverse Conservancy, losing in a tax tribunal case after deliberately ignoring an obviously flawed assessment against a tiny piece of property, and finding an alternative way to improve Wilson Road.

Someone on the board needs to remind both board members and the general public that board decisions to spend money on infrastructure and improvements rarely benefit 100% of the township population. Some people use the parks, some people use the pier. Many people do not use the parks or pier. Recreational infrastructure brings in visitors who help support local businesses, but may irritate people in residential neighborhoods near recreational infrastructure. Recent improvements to the township hall may be helpful for those with disabilities -- but the improvements were made to meet criteria needed for the ongoing sewer system enlargement. The question, "Is it fair?" to use township money on things that don't benefit 100% of the population, or seem to mainly benefit a certain segment of the population, may rarely be a useful analytic.

A second citizen commented that there is no apples to apples comparison of Club Road with any other SAD. I have offered evidence to support this comment. I don't want to become a precedent for the board to use in the future.

I look forward to watching the board conduct a thoughtful, thorough analysis of the proposed Club Road improvement so when a decision is reached the affected property owners, and the general public, may understand the board's decision-making process.

Kathy Swanson  
Tuscarora Township / Indian River



**From:** Jane McGinnis <jane@mcvideo.com>  
**Sent:** Monday, November 28, 2022 2:25 PM  
**To:** Mike Ridley; Jay Reidsma; Bobbi Balazovic; Janet Vance; Bob Kramer  
**Subject:** Policies Manual Section 2.15

I have some concerns about the new Tuscarora Township Board & Administrative Policies Manual, specifically Section 2.15 Regular Board Meeting Agenda. I understand the purpose of creating a Consent Agenda is to help streamline and make meetings more efficient. I fear you will lose transparency by moving the reports - Police Report, DDA Report, Planning Commission Report, Library Report, Parks Report, Airport Report, Cemetery Report and others to the consent agenda. They will only be available to the citizens by downloading the Board Packet from the website which might be difficult for many of our residents. Also, if the reports are only required in a written format then those Department and Committee/Commission heads will mostly likely not attend the meeting in person. A short summary from these departments would enable those in attendance to ask questions and then go to the full report on the website if they desire a more in depth report. When "Trucker Randy" attended the November meeting his comments the next day were how informative and helpful the meeting was by providing these reports to the public. Normally these reports in total took less than 10 minutes of meeting time and it's always a good thing for citizens to be able to put a face to those running things. I hope you will reconsider and provide an opportunity for these reports to be presented in person.

Jane McGinnis

**From:** K Swanson <kateswan0@yahoo.com>  
**Sent:** Wednesday, December 7, 2022 6:08 PM  
**To:** supervisor@tuscaroratwp.com  
**Cc:** clerk@tuscaroratwp.com; treasurer@tuscaroratwp.com; trustee1@tuscaroratwp.com; vance4trustee@yahoo.com  
**Subject:** Board meeting, 12-6 Club Road

Board members,

A note about the proposed work on Club Road.

I would have thought that even Bobbi Balazovic, with her years on the board and her work on property assessment, would know the legal basis that allows Special Assessment Districts to be formed.

A quick refresher.

"... a special assessment is a specific levy designed to recover the costs of improvements that confer LOCAL and PECULIAR benefits upon property within a defined area.

(Kadzban v City of Grandville, 442 Mich 495, 502; 502 NW2d 299 (1993)

"Special assessments are sustained upon the theory that the value of property in the special assessment district is enhanced by the improvement for which the assessment is made.

(Knott v City of Fint, 363 Mich 483, 499; 109 NW2d908 (1961).

The term "benefit" is not defined in law by how someone "feels" about a newly paved road versus an older road. "Benefit" is most commonly defined as an increase in market value. Michigan's Supreme Court ruled in 1986, and later affirmed in subsequent rulings, that the only justification for a special assessment levy is an increase in a property's market value.

I'll ask Scott to walk the board through the math. The heavy usage by trucks and trailers, and traffic headed to I-75 from the Mullett Lake area, the small number of frontage owners, many of those properties occupied only seasonally (12 frontage owners according to Cheboygan Co. Equalization map, 2-3 backlot properties), are starkly illustrated by the last three vehicle counts done by the road commission.

The case Fluckey v City of Plymouth (supplied by Mann) may not be an obviously direct comparison to Club Rd., but the arguments about benefit are applicable.

"... the theory of the special assessment is that a special benefit has been conferred, over and above that conferred upon the community itself."

Improvement of Club Road will primarily benefit the Township of Tuscarora marina facilities, and large and small vehicle traffic between Cheboygan-Mullett Lake-I-75 corridor.

Wear and tear to any improvement on Club Rd. will certainly not be done by the pitifully small number of frontage owners in this area.

I remain unalterably opposed to any Special Assessment District for the area of Club Road the board is discussing.

Kathy Swanson  
Tuscarora Township / Indian River

P.S. As a property owner in Tuscarora Twp., with commercial property in the DDA district, my tax money continues to go toward township "improvements." Remind me again, where did the board get that \$200,000+/- they threw away on reverse angle parking "improvements" near the Chamber/trailhead?

December 15, 2022

Comments on Tuscarora Township Board meeting, 12-6-22:

**RE: Waldron/Black request to purchase township property**

Bob Kramer's statement that "I'd like to get out of the real estate business" has merit.

The way that happens is not by knee-jerk reaction to select citizens offering to buy single pieces of property, but through a holistic board discussion of all township owned properties, and analysis of what action would be in the best interest of township citizens.

Specifically, in the Waldron/Black request to buy property along the strip near the State Trail, parallel to Straits Hwy./ Club Rd., Bobbi Balazovic has the best response. She suggests the board "look at the whole strip, possibly offer to all adjacent owners, not just sell it to sell it. We have to make sure we're not selling property to sell property."

Waldron's statements during his presentation are problematic.

He says, "I don't believe the township has much use for this property."

Whatever Waldron "believes," the township hasn't had that discussion. The DDA may not have been able to immediately think of a potential future use, but they are only one area of input in a bigger discussion.

Waldron: "Say you needed parking to meet county requirements ..."

— it would have been good for someone on the board to point out that in the overlay district, this rationale does not apply.

The board's decision to proceed with research was good, as long as it is followed by more holistic board discussion of potential sale of public property.

**Question for the board:**

Did I miss an election or appointment to some committee? Why would Supervisor Ridley call on private citizen Sallie Snyder to assist him in researching questions about the sale of township property? What specialized knowledge on this topic does she offer?

Ridley: "Well, I've got a volunteer who's willing to help me do some of the research ... Sallie Snyder, you still here? We've talked long about this ..."

(\*I do remember Snyder was involved as an appointed committee member on the trailhead/Marina Park committee, that ended with a reduced parking lot and destruction of an historic fountain, but am not aware of any recent appointments.)

**Fireworks:**

This free-for-all discussion could have been better conducted by using Robert's Rules. Open with a motion stating the suggested dates. Follow with support, then discussion. At one point trustee Vance makes a motion for the fire chief and police chief to meet and figure out a recommendation for the safest way to shoot off the fireworks ... the board continues talking over each other, the motion is ignored.

**Club Road improvement:**

**I would like to thank the board for providing video evidence for future property owners to use in SAD disputes with the tax tribunal, proving the subjective criteria the supervisor uses to set SAD charges.**

Ridley: "You start working with the figures to something that's acceptable to the people there"

"You start with how much you think people can afford"

Conversation between Vance and Ridley also highlights the board considering creating an SAD for this project only so they can get DNR money. *\*This is not why the law allows SADs to be established!*

No one on the board verbalizes the fact that State-owned land may not be included in an SAD.

If the DNR chooses to contribute, that's their decision. Has the board communicated the situation on Club Road clearly to the DNR, including the fact the road is part of recreation/trailhead infrastructure, and asked for a contribution to a township-funded improvement without an SAD?

\*Balazovic comments that anyone who chooses to live on Club Road knows about the traffic.

A comment that has nothing to do with the legality of creating an SAD District.

Over the 26 years we have owned our Club Road property, traffic has grown immensely. When we purchased the property, Marina Park area was privately owned and did not offer the community-based recreation opportunities now available. The township purchased and developed that property, creating increased traffic through the Onaway Rd./Club Rd. corridor.

Property owners already pay taxes that go toward road improvement projects. There's about 36-inches of road improvement on my property's north side, and all the road improvement in front of my neighbor to the north, that was improved by the road commission "for free" — not part of an SAD. The fiction is that improvement was done on a "primary" road that ends about a yard onto my property.

**Citizen comments:**

Roger Jacobs states complaints about blight interactions with the township.

Ron Odenwald comments include the observation that different people in the township may be treated differently.

A timely illustration of Odenwald's observation is in the township's enforcement of blight.

Sept. 21, 2020 a letter from the township to the property owner of the ramshackle yellow structure near Star Gate Motel says: "It is our understanding that you will be demolishing the house within two years."

As of Sept. 21, 2022, the shack is still there. (I found my attention especially drawn to it by the political sign for Dawn Webb prior to the election).

**Question for the board:**

How does the township decide where they will concentrate their blight enforcement efforts?

Why does the board never discuss this in open public meetings?

Thank you for your consideration.

Kathy Swanson

Tuscarora Township / Indian River

**From:** K Swanson <kateswan0@yahoo.com>  
**Sent:** Wednesday, December 7, 2022 5:57 PM  
**To:** supervisor@tuscaroratwp.com  
**Cc:** clerk@tuscaroratwp.com; treasurer@tuscaroratwp.com; trustee1@tuscaroratwp.com; vance4trustee@yahoo.com  
**Subject:** Board meeting 12-6, minutes

Board members,

I would like to caution the Tuscarora Township Board of Trustees against relying on MTA personnel as sole or unduly authoritative opinions on township law.

I would again urge the board to be more familiar with, or routinely consult, the Michigan Compiled Laws that govern township personnel and practices.

Regarding the argument over having the deputy clerk take minutes at meetings:

"Taking minutes at meetings" is not an MCL statutory duty listed for the township clerk. The clerk does have the statutory duty to "transcribe, in the book of records of the township, the minutes of the proceedings of each township meeting held in the township" (Section 41.66)

So minutes taken by a second person may be given to the clerk for "transcription" into a permanent record.

Bob Kramer and Bobbi Balazovic each had half the story right from MTA sources.

The law (41.69) does say that "With the approval of the township clerk, the deputy may assist the township clerk in the performance of the township clerk's duties at any additional times agreed upon between the board and the clerk"

Since transcription into the permanent record, not the act of taking minutes, is the statutory duty described in law, it does not seem to be legally necessary for the board to agree to allow the deputy clerk to take minutes ... and the board doesn't need another "policy" to cover having someone other than the clerk take minutes at a meeting.

... Although let's say that because the deputy clerk is being paid from the deputy clerk salary to be in attendance and take minutes as an "assist" to the clerk on a regular basis — all the clerk has to do is make a motion that the deputy will be assisting them in this fashion, and a board concerned with smooth-running meetings would unanimously pass such a motion without fuss.

Recommended: cooperation and courtesy instead of tempest in a teapot. Reading the actual law that applies to Michigan Townships instead of relying on members of a non-profit organization more concerned with maintaining the status quo of its members than it is with the citizens those members supposedly serve.

Kathy Swanson  
Tuscarora Township / Indian River

**From:** lhull49749@gmail.com  
**Sent:** Monday, December 12, 2022 12:19 PM  
**To:** trustee1@tuscaroratwp.com; Trustee2@tuscaroratwp.com; clerk@tuscaroratwp.com; supervisor@tuscaroratwp.com; treasurer@tuscaroratwp.com  
**Subject:** Urgent Action Required  
**Attachments:** Tusc Twp election investigattion needed.docx

(SAME AS ATTACHMENT) . . .

The Michigan Board of State Canvassers authorized a recount of ALL Tuscarora Township ballots from the mid-term general election conducted November 8, 2022. The canvass (conducted Thursday, December 8) discovered that Tuscarora Township election procedures violated multiple election laws. I request that the Tuscarora Township Board of Trustee undertake the following three actions:

1. Immediately instruct the Tuscarora Township Clerk to preserve and safeguard the ballots until a complete investigation by an appropriate law enforcement agency has been conducted.
2. Contact the Cheboygan County Sheriff and ask that an investigation be initiated immediately to ascertain all facts related to the apparent violation of multiple Michigan election law.
3. Seek the advice of an attorney regarding the necessity of acquiring a court-ordered restraining order with respect to preserving the integrity of the ballots and ballot bag. MCL 168.811 reads in part, "All ballots used at any primary or election may be destroyed after 30 days following the final determination of the board of canvassers with respect to the primary or election unless a petition for recount has been filed and not completed or unless their destruction is stayed by an order of a court." To guarantee the integrity of a law enforcement investigation, the ballots and the ballot bag need to be preserved.

#### Brief History

The state of Michigan recently approved an election recount involving less than 10% of Michigan precincts. Tuscarora Township was included in the recount. The recount was requested by the Election Integrity Fund and Force organization with funding provided by the America Project.

Although the recount focused on the voting results for Proposals 2 and 3 from the general election of November 8, 2022, it was never designed or intended to "overthrow" those results. The primary purpose (according to the election integrity group) was to enhance election transparency by identifying the methods by which Michigan elections may be subverted.

The recount of Tuscarora Township ballots revealed a very serious problem. The bag of Tuscarora Township absentee ballots was found to be enclosed and "sealed" in an illegal manner. In that the bag was deemed NOT to be tamper-proof, and NOT approved by the Secretary of State and that the bag was NOT properly sealed and labeled, the onsite Michigan Bureau of Elections' representative declared that the entire bag could NOT be opened and inspected and was NOT eligible for recounting. That meant that approximately ONE-HALF of the 1,800 ballots cast in Tuscarora could NOT be examined and recounted to verify their results or authenticity.

Here is an excerpt from Michigan Compiled Laws that reflects on this event:

#### **168.805 Ballots; packaging; statement; placement in ballot box; seal; delivery.**

(1) After the ballots are counted as provided in this chapter, the board of election inspectors shall securely tie the ballots in packages or rolls, and the board of election inspectors shall attach to each ballot

bag an endorsed statement showing the number and kind of ballots included in the ballot bag. The statement shall be securely attached to the outside of the bag, as prescribed by the secretary of state.

(2) After all ballots are tied in packages or rolls, the board of election inspectors shall place the ballots in ballot bags approved by the secretary of state. The board of election inspectors shall then seal the bags with an approved seal that shall be furnished with the election supplies.

Additionally, Michigan Compiled Law requires that the bag be properly sealed and that an attestation be attached to the outside of the box (or in this case, bag), signed by two Election Inspectors, certifying that the ballot container was properly sealed. The absentee ballot tag that was on the outside of Tuscarora Township's illegal absentee ballot bag did NOT display ANY signatures whatsoever. In other words, NO ONE was willing to attest to the closing and sealing of this ballot bag, as REQUIRED BY LAW.

Here is an excerpt from Michigan Compiled Laws that reflects on this event:

**168.806a Seal; procedures.**

Notwithstanding any other provision of this act to the contrary, when the board of election inspectors is required to seal a ballot box, voting machine, transfer case, electronic voting device, or any other election material, the following procedure shall be followed:

(a) An election inspector shall properly affix the seal to the item and shall certify the sealing on a form prescribed by the secretary of state for this purpose.

(b) Another election inspector who is from the other major political party than the election inspector described in subdivision (a) shall verify that the seal is properly affixed to the item and shall certify the verification on the form described in subdivision (a).

(c) The completed form described in this section shall be securely attached to the outside of the ballot box in the manner prescribed by the secretary of state.

What we DO know is that some person or persons violated Michigan law in the way they handled that ballot bag. As a consequence, those ballots cannot be recounted or examined. We know that the election conducted in Tuscarora Township on November 8, 2022, is tainted and the results are suspect in the least and fraudulent at the worst.

What we CAN do is INVESTIGATE the circumstances surrounding this blatant violation of Michigan election law.

MCL 168.941 instructs that it is the duty of every law enforcement officer (police, sheriff or other peace officer) "having knowledge of any violation of any of the provisions of this act, to forthwith institute criminal proceedings for the punishment of such offender."

Please review my three requests made at the outset of this letter, AND consider this matter with the highest urgency.

Larry R. Hull, LCDR, USN, Retired  
Vietnam veteran, Cheboygan County resident since 1977  
Chair, Election Integrity Committee, Cheboygan County Republican Party  
Treasurer-elect, Cheboygan County Republican Party  
12/12/2022

Additional background reading:

Michigan partial recount of Proposals 2 and 3

<https://www.bridgemi.com/michigan-government/michigan-recount-proposals-2-3-fishing-expedition-wont-change-outcomes>

<https://www.detroitnews.com/story/news/politics/michigan/2022/12/01/recount-sought-of-many-michigan-precincts-for-2-ballot-proposals/69690858007/>

Absentee Ballots facilitate fraud

<https://www.heritage.org/election-integrity/commentary/potential-fraud-why-mail-elections-should-be-dead-letter>





DATE OF MEETING: January 3rd, 2023

FOR DECISION: CONSENT AGENDA

TITLE: KCI PROPOSAL

SUMMARY:

TUSCARORA TOWNSHIP WILL CONTRACT WITH KCI TO PRINT AND MAIL ASSESSMENT CHANGE NOTICES FOR THE 2023 TAX YEAR CYCLE.

FINANCIAL IMPACT: \$2,545 bid

RECOMMENDATION: Adopt Ordinance 40, Tuscarora Township Planning Ordinance

PREPARED BY: Mike Ridley, Tuscarora Township Chief Assessing Officer

DEPT/BOARD/COMMISSION: ASSESSING

ATTACHMENTS: KCI BID PROPOSAL



3901 East Paris SE  
Grand Rapids, MI 49512  
616.957.2120 phone  
616.957.3026 fax  
kentcommunications.com

## Proposal

Clayton McGovern  
**Tuscarora Township**  
PO Box 220  
Indian River, MI 49749  
**Ph:** 231-627-5783

**Fax:**

**Proposal** 224058.  
**Date** December 29,  
2022

### Project

Assessment Notices

Laser Print 1/1 (blk) on 20# White Bond, Fold, Insert x1 into #10 White Double Window Env, (to drive window), Sort & Mail First Class Presort

PDF File

### Components

Assessments, #10 Dbl Window Env

**Quantity of 4,000**

Services	Quantity	Setup	Minimum	Rate	per	Price
Assessment Set-up PDF File	1			\$125.00	ea	\$125.00
Process & Mail Assessments	4,000		\$350.00	\$150.00	/m	\$600.00
Total Cost for Services						<u>\$725.00</u>
Estimated Postage		Pieces		Rate		Postage
1st Class/5-Digit		4,000		0.45500		\$1,820.00000
Total Estimated Postage						<u>\$1,820.00000</u>
Total Estimated Project Cost		4,000	Unit Price:	\$0.64		<u>\$2,545.00</u>

**Postage must be paid in advance or on deposit with the Post Office.**

Thank you for the opportunity to quote on this project.

### Autumn Hoffman

Account Manager

Phone: (616)957-2120

Fax: (616)957-3026

Email: autumnh@kentcommunications.com

THIS PROPOSAL CONSISTS OF THIS PAGE AND PARAGRAPH 1-18 ON THE BACK SIDE

## MAIL INDUSTRY TRADE CUSTOMS

**1. PROPOSALS:** Proposals are subject to acceptance within 90 days. Proposals are based on the cost of labor and materials on the date of the proposal. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the customer requires changes in the mailing schedule subsequent to acceptance, the right is reserved to change the price quoted. Subsequent orders will be subject to price revision if required. Proposals do not include applicable taxes, shipping costs or deliveries unless specifically stated. Postage included on proposals is an estimate only. Proposals are only valid when in writing.

**2. CANCELLATION:** Orders may be canceled by the customer at any time by notice in writing or via e-mail with the understanding that Kent Communications Inc. (KCI) will be compensated in full for any work or services performed prior to cancellation, plus the cost of any goods or services purchased for the order.

**3. ALTERATIONS/SPECIFICATIONS:** Prices quoted are based upon our understanding of the specifications submitted. If there is a change in specifications or instructions resulting in additional costs, the work performed will be billed at the current rates, and the mailing date may be delayed.

**4. VERBAL ORDERS:** Written or e-mail orders are strongly recommended. KCI may accept verbal orders; however such orders are subject to KCI's acceptance of the written final specifications which customer shall deliver to KCI by fax or mail prior to the commencement of the work.

**5. POSTAGE:** Proposals include estimated postage only. The customer is responsible for the payment of all postage, whether or not included in the proposals. KCI will notify the customer in writing, by e-mail or verbally by telephone call as soon as reasonably possible after the actual amount of postage is known and will notify the customer of the date when the postage is needed in order to complete the mailing prior to the agreed upon mailing date. KCI will make reasonable efforts to provide the customer with an accurate estimate of required postage; however, the customer, and not KCI, is responsible for additional postage charges if the rate of postage changes for any reason including the design of the mail piece. Payment of postage in advance is required on all orders and is the responsibility of the customer. KCI reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. The customer will provide the postage payment in adequate time for KCI to complete the mailing prior to the previously agreed upon mail date. The customer is responsible for all additional postage and or shipping charges assessed by the Post Office or any other shipping agent after the mailing has been mailed.

**6. ACCEPTANCE OF ORDER:** The customer agrees that KCI may refuse at any time to mail any copy, photographs or illustrations of any kind that in the management's sole judgement believes is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste, or which in the management's sole judgement is an infringement on a trade mark, or trade name, or service mark, or copyright belonging to others.

The Customer also agrees to defend and hold KCI harmless in any suit, claim, or court action brought against KCI for alleged or actual damages, costs, expenses (including reasonable attorney's fees), liabilities or losses of any kind or nature resulting from the mailing for the customer, including circumstances where KCI, acting as the customer's agent, uses copy, photographs, or illustrations that are or believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community or an infringement on a trade mark, trade name, service mark, or copyright belonging to others, or in a suit or court action brought against KCI for actions of the customer's employees which may occur as a result of any mailing.

**7. MAILING LISTS:** Customer's mailing list(s) in KCI's possession for storage or otherwise, is the exclusive property of the customer and shall be used only at the customer's instructions. KCI shall provide reasonable protection against the loss of a customer's list. It is the customer's sole responsibility to maintain a duplicate list or have the source material from which the list was compiled. KCI shall pay for the cost of replacing such lists in the event of its systems failure, loss by fire, vandalism, theft or other such causes on KCI's premises (excluding destruction of the list due to the customer's negligence or willful misconduct), provided that the customer has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the lost list. KCI shall not be liable for compiling such lists nor for an intangible or special value attached thereto.

KCI is not responsible for the accuracy or integrity of lists or other data supplied by the customer or list broker. Unless otherwise specified in writing in advance, all rented mailing lists are provided on a one-time use basis.

**8. MATERIALS:** KCI assumes in all proposals that all material provided will permit efficient handling on automated equipment, and meets equipment manufacturer's published specifications. Materials furnished that are within manufacturer's specifications, but which are not up to acceptable operational standards due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps or other causes, will be subject to pricing at special rates. The customer will be notified when a deficiency is discovered and approval will be obtained for handling at special rates before proceeding with work, and a new delivery schedule may result.

KCI is not responsible for identifying errors in preprinted copy on customer-furnished materials and assumes no liability for damages resulting from the mailing of materials which contain erroneous information. When performing mailings for not-for-profit customers, KCI is not responsible for content in mailed materials which causes a customer to lose their Nonprofit Status.

All direct mail handling and processing involves spoilage. Allowances for spoilage should be taken into consideration in ordering material. Spoilage of up to three (3) percent of customer's materials is typical. KCI will make reasonable efforts to handle customer's material to prevent undue spoilage. Nevertheless, KCI is not responsible for shortages of material as a result of spoilage in processing. All stock and materials belonging to a customer will be held and stored only at the customer's risk, and the customer shall be responsible for insurance on its stock and material.

Printer delivery tickets must accompany the materials delivered, and should show the number of skids or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity and a sample clearly visible. Each skid shall have only one material version, unless clearly marked and separated. Multiple items shall not be included within a single carton, skid or container unless noted thereon and on accompanying paperwork. KCI will apply a surcharge for any rework necessary for materials received not meeting these specifications.

KCI accepts and may rely upon printers' count until processing, and assumes no responsibility for shortages discovered at that time. Additional charges will apply if the customer requires the mailer to verify printer's counts prior to processing. Customer shall provide KCI with sufficient inventory or adequate sources of supply to meet anticipated demand. Cost for back orders, delay notices, canceled orders and increased customer service resulting from out of stock conditions is to be paid by, and will be billed to customer.

Collect shipment will be accepted only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. KCI is not responsible for the condition of shipped overs, unless customer has been billed for packing and/or shipping.

The customer retains title to and the insurable interest in its materials. Customer shall obtain its own insurance for loss or damage to its materials. Customer releases, discharges, and holds KCI harmless from any loss or damage to customer's material that is or should have been covered by the insurance to be provided by customer, as provided above. KCI may carry insurance to protect itself against acts of negligence on the part of its employees in the normal course of business. If specific additional insurance coverage is desired by customer, such coverage must be specified by agreement in writing with KCI and customer shall then provide and pay for such additional coverage by separate insurance or rider. In such instances, the liability of KCI for losses will be limited to the insurance coverage provided.

**9. LABELS:** Labels must be within equipment manufacturers' published specifications for labeling equipment. For paper labels as well as those which are electronically generated, quoted prices assume that label placement will be in the position most advantageous to production speed, or additional charges will be billed.

**10. INSERTING SEQUENCE:** Effort will be made to insert material in the sequence and facing the direction the customer requests, but quoted prices assume the most advantageous production speeds, and specified sequence or facing may result in additional charges being billed.

**11. OVERAGES:** The customer must advise KCI, in advance of the performance of the order, of the disposition of overs (leftover mail pieces). Overs may be returned to the customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at KCI's option and without liability to KCI, material may be automatically destroyed after 60 days if customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated. KCI is not responsible for the condition of shipped overs.

**12. DELIVERY SCHEDULES:** KCI will make reasonable efforts to meet scheduled delivery and mailing date(s), but is not liable for failure to meet any requested delivery dates. In addition, KCI has no control over U.S. Postal Service, United Parcel Service or common carriers' delivery schedules and cannot guarantee when the mail or shipments deposited with or released to these carriers will be delivered. The date which mail or shipments are deposited by KCI with or released to these carriers is the date of delivery for purposes of this contract.

KCI is not responsible or liable due to delays, and all orders are accepted contingent upon, fire, accident, act of God, mechanical breakdown or other causes beyond KCI's control. Since the time element is an integral part of KCI's business, quoted prices are based upon a specific set of time schedules for completion. Any requested deviation from the schedules described or agreed upon by both parties at the time the order is placed may alter the quoted price. Late delivery of material may delay the completion date of the order by a greater degree than the actual elapsed time the material is late.

**13. ERRORS IN MAILING:** In the event of an error or mistake by KCI resulting in an erroneous mailing, KCI, at its expense, shall remail that portion of the mailing that was in error, as soon as is reasonably possible after notification in writing by customer of the error or mistake. Notwithstanding KCI's error or mistake, the customer shall pay the postage for all such remailings. The remailing is the exclusive and sole remedy of customer against KCI for such error or mistake, and is in substitution for all other remedies or damages, including loss of business, postage, or other consequential or incidental damages.

**14. DELINQUENT INVOICES:** If customer fails to timely pay KCI, KCI may, at its option, along with all other remedies available to KCI, retain the customer's list or printing or other property until paid in full or sell the customer's property and apply the proceeds against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified payment date." After suitable credit has been established, unless otherwise specified in writing by KCI, terms are net with interest as allowed by law applied to delinquent invoices. Customer is responsible for any related collection costs, legal fees and interest.

**15. BROKER/AD AGENCY/RESELLER:** When contracting with an intermediary such as a broker, ad agency or reseller for work on behalf of their customers, the intermediary, as well as the customer is fully responsible to KCI for timely payment of invoices and for related collection costs, legal fees and interest. The intermediary's responsibility for payment to KCI is without regard to whether the intermediary has been paid by its customer for services rendered.

**16. TAXES:** All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless official proof of the customer's exemption is on file with KCI or such documentation accompanies the order. If, after the customer has paid the invoice, it is determined that more tax is due, the customer shall promptly remit the required taxes to the taxing authority or immediately reimburse KCI for any additional taxes paid by KCI.

**17. SOLE AND EXCLUSIVE REMEDY:** The Sole and exclusive remedy of customer for the breach of this agreement by KCI or any express or implied warranties pertaining to the mailing purchased by customer pursuant to this agreement, shall be remailing as provided in paragraph 13 above. Alternatively KCI may, at its option, provide a full refund of the invoice price. Customer shall notify KCI by written notice of any defect in the mailing within the period of 60 days immediately following the mailing. Failure by customer to notify KCI within this 60 day period shall relieve KCI from any liability to customer as a result of the defective mailing. The remedy here provided by KCI as to remailing, shall be customer's sole and exclusive remedy and is expressly made in substitution of any and all remedies otherwise provided under the Uniform Commercial Code as enacted in the state of Michigan or any other state or jurisdiction. Under no circumstances shall KCI be liable to customer or any other person for any consequential, incidental, economic, direct, indirect, general or specific damages arising out of any breach of warranty, express or implied, under the agreement.

**18. STATE OF MICHIGAN:** This agreement shall be interpreted in accordance with the laws of, and enforced within the jurisdiction of, the state of Michigan. Any suit against KCI involving this agreement shall be brought in a court of competent jurisdiction within the county of Kent and the state of Michigan.



**CONSENT AGENDA**

**DATE OF MEETING:** January 3, 2023

**TITLE:** Capital Purchase

**Summary:** Capital purchase of lawn equipment.

**Financial Impact:**

**Motion:** Approve purchase of Kubota from Ginops

**Prepared by:** Mike Ridley, Supervisor

**DEPT/BOARD/COMMISSION:** TTPC

**ATTACHMENTS:** One (3 bids)

**Tuscarora Township Parks Commission**

**PURCHASE REQUEST**

REQUEST #

DATE: 12/22/22

TO: Park Commision Board

FROM:

MANDATORY: GL Number:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	GINOP Sales KUBOTA 60" zero turn	\$ 11,950	\$ 11,950
1	Rental express Husqvarna 60" zero turn	\$ 13,300	\$ 13,300
1	John Deere 60" zero turn	11,184.88	11,184.88
		TOTAL	

NOTES: I would like to purchase the KUBOTA from GINOPS not only are they in the township but they are a great source for parts close by

**INSTRUCTIONS:** This form is for items over \$5K and under \$25K. Items over \$15K is considered a capital expenditure and must be approved by the Board of Trustees. Items under \$25K must include 3 quotes as an attachment. Items over \$25K must include a SEALED BID REQUEST FOR PROPOSAL and must be attached.

*The undersigned CERTIFIES funds are available in the cost center, the purchase is in compliance with the Township Bid Policy and if a capital expenditure, the purchase was approved by the Tuscarora Township Parks Commission.*



## **For Decision**

### **TITLE: Ballot Containers**

**SUMMARY:** December 8<sup>th</sup>, 2022, a recount of Proposal #2 and #3 counts was authorized by the State Elections Commission and required Tuscarora Township to participate. Tuscarora Township was cited for an incorrect Ballot Container and for lack of tag signatures for chain of custody, which prevented a recount of TT Absentee Ballots. New Containers must be certified by the County Clerk, prior to next election, to assure proper chain of custody, including training of election workers by the Clerk with a trained election Supervisor.

**FINANCIAL IMPACT:** NONE – will be reimbursed with available grant money (\$624).

### **RECOMMENDATION: Board Motion**

Approve purchase of three new Containers to assure container availability should a May election be required.

**PREPARED BY:** Clerk Jay Reidsma

**DEPT/BOARD/COMMISSION:** Board

**ATTACHMENTS:** NONE

## Reports



**PARKS  
COMMISSION**

**No Report**

# **PLANNING COMMISSION**

**No Report**



**DATE OF MEETING:** January 3, 2022

**TITLE:** Indian River Area Library Report

**SUMMARY:**

The Library Board is currently compiling information regarding the Township Downtown Street Lighting to assess an accurate estimate for reimbursement to the Library. The Library Board plans to reports its findings regarding the reimbursement in June 2023, after gathering accurate meter readings for the lights over the course of one full year. The current estimate is \$4,320.92, for Street Lighting (Fund 219) budget considerations for this year.

In January, the Library has a few events to share:

- Bullet Journals Class, Wed., Jan. 4 @ 1-3 p.m.
- First Friday Flick, Friday, Jan. 6 @ 4 p.m.
- Essential Oils Class, Wed., Jan. 18 @ 1-3 p.m.
- Birding vs. Birdwatching Program, Tues., Jan. 24 @ 5-6 p.m.
- Children's Playgroup, every Thursday from 10:30 a.m. until noon

**Book Clubs:**

- Nonfiction Book Club, Thurs., Jan. 5<sup>th</sup> @ 5:30 p.m.
- Cookbook Book Club, Thurs., Jan. 12<sup>th</sup> @ 3-4 p.m.
- Fiction Book Club, Wed., Jan. 18<sup>th</sup> @ 5:30 p.m.

**Meetings:**

- Outdoor Project Committee, Tues., Jan. 3<sup>rd</sup> @ 3:30 p.m.
  - o Every first Tuesday at 3:30 p.m.
- Policy Committee, Tues., Jan. 10<sup>th</sup> @ 3:30 p.m.
  - o Every second Tuesday at 3:30 p.m.
- Regularly scheduled Library Board Meeting, Tues., Jan. 17<sup>th</sup> @ 3:30 p.m.
  - o Every third Tuesday at 3:30 p.m.
- Strategic Planning Meeting, Tues., Jan. 24<sup>th</sup> @ 3:30 p.m.
  - o Every fourth Tuesday at 3:30 p.m.

**Library Hours:** Monday, Wednesday & Friday: 10 a.m. to 5:30 p.m.; Tuesday & Thursday: 10 a.m. to 7:00 p.m.; and Saturday: 10 a.m. to 2:00 p.m. Libby, hoopla, & Tumblebooks e-books – always open! If questions, please call us at: 231-238-8581. Join us on Facebook and Instagram (@indianriverarealibrary) for Library news.

**FINANCIAL IMPACT:** None.

**RECOMMENDATION:** None.

**PREPARED BY:** Kelsey Rutkowski, Library Director

**DEPT/BOARD/COMMISSION:** Indian River Area Library



**DATE OF MEETING:** January 3, 2023

**TITLE:** Board Sewer Report

**SUMMARY:**

Update: EPA application for Congressional “earmark” phase 2, \$3.5m. EPA now reviewing our Phase 2 work plan and our environmental report. Their review should be completed this week. After review by EPA NEMCOG will proceed with final application.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** None

**PREPARED BY:** Trustees Kramer & Vance

**DEPT/BOARD/COMMISSION:** Sewer Subcommittee

**ATTACHMENTS:** None



**DATE OF MEETING: January 3, 2023**

**TITLE:** Board Airport Report

**SUMMARY:**

Tuscarora Township Airport Report for December 2022:  
18, 2022

December

This report is being prepared a bit early due to the busy holiday season ahead. We have Children and Grand Children arriving from Portland, Oregon tomorrow. My time with them is first priority!

The Airport has fared well during the past three weeks. We have not had to remove snow since my last report. We have had a few large aircraft departures and arrivals. As the season changes from fall to winter the activity always slows down. Passenger service at the Pellston airport is reduced to one flight per day on Saturdays and Tuesdays for the same reasons we see fewer aircraft movements. Not everyone loves winter travel towards snowy cool conditions.

All heating equipment installed last year is working well. We are experimenting with lowering thermostat settings to conserve as much natural gas as possible. So far, we are seeing much lower consumption due to warmer than normal temperatures and the fact that the estimates used when the equipment was new were way Higher than the actual usage.

Ken Osman and I are not built for the high jump and the plow truck, a  $\frac{3}{4}$  ton Ford sits way up high. As mentioned last month, Hanger owner John Leppien loans the airport this truck. He bought the truck a much-needed set of running boards for Christmas. Dans Auto installed them and the bill covered by John was well over \$850. Thanks again John!! This local purchase is another example of the airport adding to the local economy.

The hanger owners donated funds for a thank you Christmas present for Ken. John Leppien presented it to Ken at a luncheon at Christopher's. I feel it is very important to thank anyone who volunteers to help in any situation. Even the kind act of holding a door for someone deserves a "Thank You".

It appears we may be back in the snow removal business today... a White Christmas is always appreciated; I am off to the tractor garage.

Andy Bowman



**REPORT TITLE:** Tuscarora Township Police Department's Monthly Stats

**SUMMARY:** **Tuscarora Township Police Department**  
**November 29 2022 to December 26 2022**

**Description:**

Sexual Penetration	1
Non-Aggravated Assault	1
Larceny – Theft of Motor Vehicle Parts	2
Larceny - Other	4
Damage to Property	2
Obstructing Justice	3
Misdemeanor Traffic Violations	11
Delinquent Minors	21
Traffic Accidents	12
Non-Traffic Accidents	5
Abandon Vehicle	1
False Alarm Activation	1
Liquor Inspections	14
Civil Matter Dispute / Family Trouble	9
Suspicious Situations	20
Lost and Found Property	1
Assist Other Agency	11
Assist Ambulance	3
Assist Fire	1
Assist Citizen	4
Motorist Assist	13
Gun Registrations	11
Lockouts	3
Welfare Checks	5
Special Detail	4
Blight Violation	2

**Total: 165**

---

**Arrests**

Bench	6
Misdemeanor	0
Traffic Arrest	9
Felony Arrest	5
Juvenile Arrest	1
<b>Hours Worked</b>	<b>1,301.5</b>
<b>Miles Driven</b>	<b>4,458</b>

**Traffic Enforcement**

Verbal Warnings	129
Citations	17
Ordinance Violation	0
Snowmobile Hours	7



**Tuscarora Township Police Department  
November 1 2022 to November 28 2022**

**Description:**

Non-Aggravated Assault	1
Larceny – Theft of Motor Vehicle Parts	1
Larceny - Other	1
Violation of Controlled Substance Act	1
Obstructing Justice	2
Operating While Intoxicated	2
Misdemeanor Traffic Violations	12
Delinquent Minors	12
Traffic Accidents	15
Non-Traffic Accidents	4
Abandon Vehicle	1
False Alarm Activation	4
Liquor Inspections	16
Civil Matter Dispute / Family Trouble	9
Suspicious Situations	23
Lost and Found Property	4
Assist Other Agency	16
Assist Ambulance	6
Assist Fire	5
Assist Citizen	10
Motorist Assist	19
Fingerprint	1
Gun Registrations	4
Lockouts	6
Welfare Checks	4
Special Detail	4
Blight Violation	1

**Total: 184**

**Arrests**

Bench	4
Misdemeanor	6
Traffic Arrest	9
Felony Arrest	3
Juvenile Arrest	0
<b>Hours Worked</b>	<b>1,235</b>
<b>Miles Driven</b>	<b>4,607</b>

**Traffic Enforcement**

Verbal Warnings	149
Citations	26
Ordinance Violation	1



**FINANCIAL IMPACT: None**

**PREPARED BY: Chief Gordon Temple**

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



**ASSESSOR**

**No Report**



DATE OF MEETING: January 3rd, 2023

DEPARTMENT REPORT: CONSENT AGENDA

TITLE: Downtown Development Authority

SUMMARY: Still working on completion streetscape and overhead to underground electric services  
(December Minutes attached)

FINANCIAL IMPACT: 0

RECOMMENDATION: None

PREPARED BY: Mike Ridley

DEPT/BOARD/COMMISSION: Downtown Development Authority

ATTACHMENTS: December Minutes

## TUSCARORA TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY

### Monthly Meeting Minutes: December 19, 2022

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

- Present: M. Ridley; D. Friedrieachsen; D. Yaczik; D. Driskill; D. Nivelt; K. Olsen; S. Fisher
- Absent: D. Mallory; D. Bodnar

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

- Motion was made by D. Friedrieachsen; seconded by D. Yaczick to approve meeting agenda with Capital Improvements to be added to New Business. All in favor.
- Motion to approve meeting minutes of November 21, 2022 was made by D. Nivelt; seconded by D. Driskell. All in favor.

#### **Financials for November 2022:**

- Financials were not available from S. Fisher. Limited access to DDA data has caused delays. M. Ridley / S. Fisher will problem solve.
- No current bills due.
- Update on Revenue Capture. It was noted that discrepancies have existed between the township and the county with regard to DDA funding. S. Fisher has identified tax roll parcels which were not accounted for and will continue to investigate.

#### **New Business:**

- Budget Review. Not available as stated in Financials above.
- Next Project / Capital Improvement. Discussion of project priorities is slated for the January DDA meeting. Projects from the Amendment to Development and Tax Increment Financing Plan of the Township of Tuscarora DDA include:
  - Continued Pathway from Vivios to Cooperation Park
  - Lights and Sidewalks (Pedestrian Safety Project close to completion)
  - Electric Vehicle Charging Stations
  - Continued Park at area of Sturgeon (in progress)
  - Update Signage (Pedestrian Safety Project)
  - Develop off street parking
  - Pedestrian Foot Bridge
  - Pavilion
  - Band Shell

#### **Unfinished Business**

- Pedestrian Safety Project:

1. Moving electrical poles hopefully to begin in Spring 2023. M. Ridley to contact affected businesses and will bring additional detail to January meeting. DDA to pay at some level for electrical services to complete underground services in order to eliminate power poles.
2. Concrete clean up.

- Review of Bylaws of DDA:

A review of Article II. Purpose was presented toward the development of a Mission Statement.

**Public Comment:** Dawn Webb was present to share a request by the Women's Club and Chamber of Commerce that the DDA pick up some of the costs associated with the labor needed for watering. S. Fisher to produce a 2022 budget update showing detail of what has been funded and status of the budget. A contribution will be reviewed after this review.

**DDA Board Comment:** None noted.

Motion to adjourn at 8:43p by D. Yaczik. All in favor.

Next Regular Meeting: January 16, 2023 7p Township Hall



DATE OF MEETING: January 3rd, 2023

TITLE: FOIA REPORT

SUMMARY: Two FOIA requests re: Club Rd. SAD

FINANCIAL IMPACT: 0

RECOMMENDATION: N/A FOIA REQUEST ANSWERED

PREPARED BY: Mike Ridley FOIA Coordinator

DEPT/BOARD/COMMISSION: Freedom of information

ATTACHMENTS: NONE

**Old Business**

**SPECIAL ASSESSMENT RESOLUTION NO. 2  
(RESIDENTIAL SEWER PHASE 2 SPECIAL ASSESSMENT DISTRICT)**

Township of Tuscarora  
County of Cheboygan, State of Michigan

Minutes of a regular meeting of the Township Board of the Township of Tuscarora, County of Cheboygan, State of Michigan, held in the Township on January 3, 2023, at 7:00 p.m., Eastern Time.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_  
and supported by Member \_\_\_\_\_:

WHEREAS, the Township Board of the Township of Tuscarora, County of Cheboygan, State of Michigan, tentatively declared its intent to undertake certain public improvements as described in Exhibit A attached hereto and made a part hereof, pursuant to Act 188, Public Acts of Michigan, 1954, as amended (the "Act"), and a duly filed petition in support thereof; and

WHEREAS, after due and legal notice, the Township Board met on January 3, 2023, at 7:00 p.m., Eastern Time, and heard all persons in interest therein at said first public hearing with respect to the petition, the proposed public improvements and the special assessment district therefor; and

WHEREAS, the Township Board has decided to proceed with the public improvements described on Exhibit A attached hereto; and

WHEREAS, the Township Board is prepared to approve the special assessment district described in Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board hereby determines that (i) the petition heretofore filed with the Township Board signed by record owners of land constituting more than fifty percent (50%) of the total land area in said special assessment district is legally sufficient for the Township Board to proceed in accordance with the Act, and (ii) the public improvements described in Exhibit A attached hereto and made a part hereof are necessary for the health, safety and welfare of the Township and that said public improvements shall be made and completed pursuant to the Act.

2. The Township Board hereby approves the plans and estimate of cost for the public improvements in the estimated total sum of \$5,560,000, as prepared for the Township by Performance Engineers, Inc., Charlevoix, Michigan, and on file with the Township Clerk. Of the aforesaid total cost of the project, it is estimated that \$3,058,000 will be spread against the hereinafter maintained special assessment district pursuant to the Act.

3. The Township Board hereby finally determines that said special assessment district shall consist of all of the lots and parcels of land described in Exhibit B attached hereto, that the district shall be designated "Residential Sewer Phase 2 Special Assessment District" (the "District"), and that the existence of the District shall be maintained until all special assessments payable on the roll hereinafter described, and any bonds issued in anticipation of such special assessments, have been paid.

4. The Township Supervisor is hereby directed to make or cause to be made a special assessment roll in which shall be described all the parcels of land to be assessed as above set forth, with the names of the owners thereof, if known, and the total amount to be assessed against each parcel of land, which amount shall be such relative portion of the whole sum to be



levied against all parcels of land in the District as the benefit to such parcel of land bears to the total benefit of all parcels of land in the District.

5. When the Township Supervisor shall have completed the special assessment roll, the Township Supervisor shall affix thereto a certificate stating that said roll was made pursuant to a resolution of the Township Board of the Township adopted on the date of adoption of this resolution, and that in making the assessment roll the Supervisor has, according to the Supervisor's best judgment, conformed in all respects to the directions contained in said resolution and the statutes of the State of Michigan, and the Supervisor shall then report the special assessment roll, with the certificate attached thereto, to the Township Board.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES:           Members: \_\_\_\_\_  
\_\_\_\_\_

NAYS:           Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Jay Reidsma  
Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Township of Tuscarora, County of Cheboygan, Michigan, at a regular meeting held on January 3, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Jay Reidsma  
Township Clerk

## **EXHIBIT A**

### **PUBLIC IMPROVEMENTS**

The acquisition, construction, furnishing and equipping of improvements to the Township's sanitary sewer system, consisting primarily of modification to headworks for additional grit and screening capacity, modifications to the chemical feed equipment, construction of approximately 8,900 feet of new 8-inch PVC gravity sewer, 29 manholes, 5 lift stations, and 6-inch PVC gravity service leads, 8,800 feet of new HDPE force main, 11 cleanout air relief structures, valves, and 30 individual grinder pump stations with pressure service leads, an expansion of 48,000 gpd capacity at the existing waste water treatment plant along with all necessary appurtenances and attachments thereto, necessary rights of way and interest in land.

## EXHIBIT B

### SPECIAL ASSESSMENT DISTRICT

All properties and parcels of land as shown on the following map:



38876868.2/100955.00006

**New Business**



## **AGENDA ITEM**

### **FOR DECISION**

**TITLE:** Tuscarora Twp. Blight Elimination Grant

**SUMMARY:** Cheboygan County will assist in preparing and writing the grant application for the stabilization of the Oakhill Cemetery Building, and demolition of three private property blighted structures.

**GUEST SPEAKER:** Sharen Lange will be present for the purpose of answering questions from the Board.

**MOTION:** To approve Cheboygan County to assist in preparation of the Blight Elimination Grant.

**MOTION:** To authorize the Supervisor to direct Township attorney to prepare any necessary property liens

**FINANCIAL IMPACT:** Saves Tuscarora Township taxpayers the cost of repairing and stabilizing the cemetery building, and assists private property owners with the costs of demolition existing blighted structures which adversely affect township residents and their neighborhoods.

**PREPARED BY:** Janet Vance, Trustee

**DEPT./BOARD/COMMISSION:** Township Board

**ATTACHMENTS:** Included

# BLIGHT ELIMINATION PROGRAM

## SUPPORTING VIBRANT, PROSPEROUS COMMUNITIES

Gov. Whitmer's 2023 bipartisan fiscal year budget included [\\$75 million in blight elimination funds](#) to support vibrant, prosperous communities across the state. Of those funds, [\\$21.55 million is now available](#) to local land banks and communities for a competitive grant program to address vacant, abandoned and deteriorated properties across Michigan.

### Grant Awards

**During the first round of funding, the maximum award amount is:**

- \$200,000 cap per county, or
- \$1,077,500 cap per Prosperity Region in Prosperity Regions 7, 9, and 10

### Eligible Activities

- Demolition of vacant residential, commercial, or industrial structures
- Stabilization activities of vacant residential, commercial, or industrial structures
- Matching or gap funding of environmental remediation and related site preparation
- Project administration up to 8% of the total grant award.

### Eligible Properties

- Any property under control of a land bank
- Any vacant residential, commercial, or industrial property that is blighted – as defined in the RFP

### Eligible Applicants

In areas served by a county or city land bank, the land bank must be the lead applicant and respondents may provide their submission package any time during the Submission Period of Oct. 1, 2022 – Jan. 31, 2023. Submissions will be reviewed no later than 30 days after proper submission to SLBA.

In areas not served by a county or city land bank, a county, city, village or township may apply for funding directly and respondents may provide their submission package prior to 5 p.m. on Jan. 31, 2023. Awards will be completed by March 31, 2023.

Respondents in Prosperity Regions 7, 9 and 10 may provide their submission package prior to 5 p.m. on Jan. 31, 2023. Awards will be completed by March 31, 2023.

Projects funded under this grant should be completed with all necessary documentation submitted by Dec. 31, 2023.

**Questions?** Email us at [LandBank@michigan.gov](mailto:LandBank@michigan.gov) or call 517-335-8212. This grant is administered by the State Land Bank Authority. Full grant requirements and submission directions are available at [Michigan.gov/LandBank](https://Michigan.gov/LandBank).

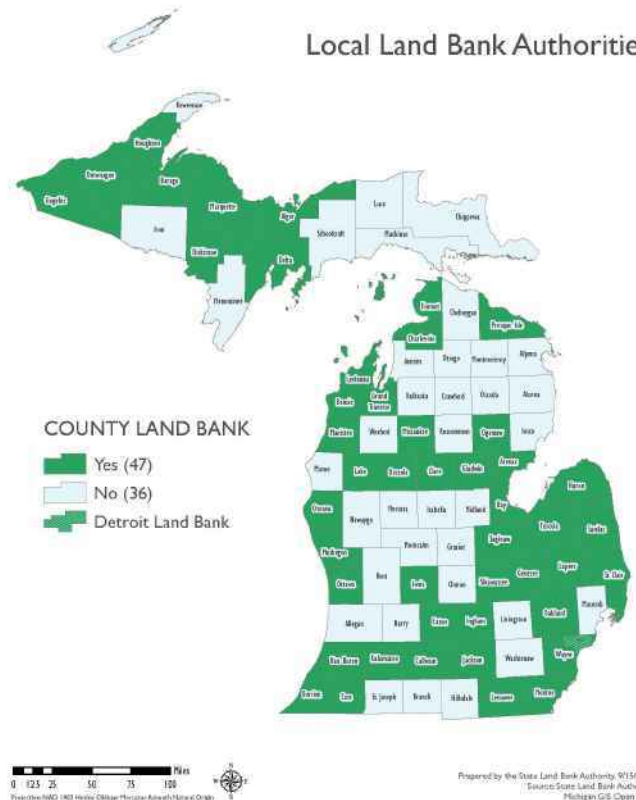


# FY 2023-2024 Blight Elimination Program Process Map



## STATE LAND BANK AUTHORITY

### Local Land Bank Authorities







**STATE LAND BANK AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**RFP 2023-001**  
**BLIGHT ELIMINATION PROGRAM**  
**ROUND 1**

**Important Dates:**

Event	Date Due	Time Due	Method of Communication
RFP Release	September 15, 2022		SLBA Website
Questions on RFP	open		Submit questions to: <a href="mailto:landbank@michigan.gov">landbank@michigan.gov</a>
Answers to Questions	no later than ten (10) days after proper receipt		SLBA website
Submissions Period*	October 1, 2022 thru January 31, 2023		Submit submissions to: <a href="mailto:landbank@michigan.gov">landbank@michigan.gov</a>
Award/Reject	no later than March 31, 2023		Direct
	* In areas served by a land bank, Respondents (land banks as the lead applicant per Section 1094f(3)) are welcome to provide their submission package any time during the Submission Period; those submissions will be reviewed no later than thirty (30) days after proper submission to SLBA. In areas not served by a land bank, Respondents shall provide their submission package prior to 5:00 pm on January 31, 2023 ("Due Date"); those submissions properly submitted will be reviewed following the Due Date.		
<b>FUTURE</b> Submissions	When and as necessary, and at SLBA's sole and exclusive discretion, SLBA may introduce additional funding rounds to supplement the activities contemplated under this RFP. It is anticipated that SLBA will develop procedures to accommodate a minimum of 2 funding rounds.		

## **REMINDER**

Please check your submission to make sure you have included all of the information which is required in this Request for Proposals ("RFP"). In addition, please submit files as noted on the RFP cover page which include the following:

- Cover Sheet (Attachment A)
- Grant Proposal (Section II)

Submit marked electronic files of your Grant Proposal as noted on the RFP cover page. The State Land Bank Authority ("SLBA") will review submissions as stated in the Submission Period. Future submissions shall be received under a separate RFP(s), as applicable. **Submissions will only be accepted as noted on the RFP cover page.**

**RESPONDENTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE FILE NAME OF YOUR SUBMISSION:**

- "RFP 2023-001 Grant Proposal"

**The SLBA will not respond to telephone inquiries, or visitation by Respondents, or their representatives. Respondent's sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.**

State Land Bank Authority  
Post Office Box 30766  
Lansing, Michigan 48909  
[landbank@michigan.gov](mailto:landbank@michigan.gov)

## **Table of Contents**

<b>Section I – Statement of Work</b>	2
A. Purpose & Background Statement	2
B. Definitions	2-3
C. Grant Requirements	3-5
<b>Section II – Submission Format</b>	6
A. Submission	6
B. Submission Requirements & Format	6-8
<b>Section III – RFP Process and Terms &amp; Conditions</b>	9
A. Questions	9
B. Submissions	9
C. Economy of Preparation	9
D. Selection Criteria	9-10
E. Respondent's Costs	10
F. Taxes	10
G. Breach of Contract	10
H. Disclosure of Litigation	10
I. False Information	11
J. Disclosure	11
K. Clarification/Changes in the RFP	11
L. Electronic Bid Receipt	11
M. Reservation of SLBA Discretion	11-12
N. Jurisdiction	12
O. Termination of Funding	12
<b>Section IV – Contractual Terms &amp; Conditions</b>	13
A. Contract Terms & Conditions	13
B. Successful Respondent Responsibilities	13
C. Acceptance of Proposal Content	13
<b>Attachment A – RFP Response Cover Sheet Form</b>	A1
<b>Attachment B – Sample Contract</b>	B1-B13
<b>Attachment C – Prosperity Regions Map</b>	C1
<b>Attachment D – Geographic Overview</b>	D1-D2

REQUEST FOR PROPOSALS  
RFP 2023-001

BLIGHT ELIMINATION PROGRAM

This RFP is issued by the SLBA. The SLBA is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. The SLBA is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any potential Contract(s) awarded as a result of this RFP. The SLBA will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The SLBA will not respond to telephone inquiries, or visitation by Respondents or their representatives. Respondent's sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

State Land Bank Authority  
Post Office Box 30766  
Lansing, Michigan 48909  
[landbank@michigan.gov](mailto:landbank@michigan.gov)

## **SECTION I STATEMENT OF WORK**

### **A) PURPOSE & BACKGROUND STATEMENT**

PA 166 of 2022, Section 1094f(2), appropriated monies to SLBA for blight elimination grants. The purpose of this RFP is to provide grant dollars to land bank authorities and local units of government to address blighted properties in their communities ("Program"). A total of \$21,550,000 is to be awarded on a competitive basis. The SLBA seeks eligible applicants (land bank authority, county, city, village, or township) to apply for blight elimination grant opportunities within its jurisdiction. The maximum award allowed under this RFP (during round 1) will be capped at \$200,000 per county. However, in Prosperity Regions 7, 9, and 10, the maximum award allowed under this RFP (during round 1) will be capped at a \$1,077,500 per Prosperity Region.

### **B) DEFINITIONS**

"Contract" has the meaning set forth in Section IV(A)(1) of this RFP.

"Eligible Activity(ies)" means:

- i. Demolition of vacant residential, commercial, or industrial structures, including reasonable and necessary costs directly related to demolition, including, but not limited to, title work, due care demolition plans, acquisition, utility disconnect fees, permit fees, abatement of hazardous materials, air monitoring at demolition sites, the replacement of damaged sidewalk or recurbing at the street, and seeding.
- ii. Stabilization of vacant residential, commercial, or industrial structures identified for future rehabilitation. Eligible stabilization costs may include debris removal, exterior security materials to deter trespassing and vandalism, and interior and exterior repairs needed to protect against further deterioration and meet local exterior property maintenance requirements.
- iii. Matching or gap funds for environmental remediation needed to comply with Department of Environment, Great Lakes, and Energy standards and limited site preparation costs to remove other predevelopment hurdles on publicly owned residential, commercial, or industrial parcels.
- iv. Project administration directly related to activities under subdivisions (i), (ii), or (iii) for up to eight percent (8%) of a Respondent's total grant award.

"Eligible Property(ies)" means:

- i. Any property owned or under the control of a land bank fast track authority under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, as amended.
- ii. Any vacant residential, commercial, or industrial property that is blighted. A property is considered blighted if it meets any of the following criteria;
  - a) the property has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance;
  - b) the property has had utilities, plumbing, heating, or sewerage disconnected, destroyed, removed, or rendered ineffective for a period of 1 year or more, rendering the property unfit for its intended use; or
  - c) the property is tax-reverted and owned by this state, a county, or a municipality.

"JEC" has the meaning set forth in Section III(D)(2)(a) of this RFP.

“Program” has the meaning set forth in Section I(A) of this RFP.

“Prosperity Regions” means those regions as shown on the map attached as Exhibit C.

“Respondent” means a land bank authority, county, city, village, or township.

- i. In areas served by a land bank authority, the land bank authority shall act as the lead applicant within its jurisdiction.
- ii. In areas not served by a land bank authority, a county, city, village, or township may apply for funding directly.

“RFP” means this Request for Proposals, (RFP 2023-001).

“Rural County” means a county with a population of 50,000 or less, according to the most recent decennial census.

“SLBA” means the State Land Bank Authority, a Michigan public body corporate and politic, created under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, as amended.

“Submission Period” means October 1, 2022 thru January 31, 2023.

### **C) GRANT REQUIREMENTS**

Grants shall be distributed on a competitive basis, and in conformity with the following:

- i. Not less than five percent (5%) of total Program funds (\$1,077,500) shall be allocated to each of the state's ten (10) Prosperity Regions.
- ii. Rural Counties are eligible for a guaranteed minimum allocation of \$200,000. In a Rural County served by a land bank authority, the land bank authority must serve as the lead applicant for grants within its jurisdiction.
- iii. County or city land bank authorities operating outside a Rural County are eligible for a guaranteed minimum allocation of \$200,000. In areas served by a land bank authority, the land bank authority must serve as the lead applicant for grants within its jurisdiction.
- iv. A Rural County or land bank authority may apply for grants above the guaranteed minimum of \$200,000. In areas served by a land bank authority, the land bank authority must serve as the lead applicant for grants within its jurisdiction.
- v. In areas not served by a land bank authority, a county, city, village, or township may apply for a grant directly. **The maximum award allowed under this RFP (during round 1) will be capped at \$200,000 per county. However, in Prosperity Regions 7, 9, and 10, the maximum award allowed under this RFP (during round 1) will be capped at \$1,077,500 per Prosperity Region.**

Respondent shall have two options in applying for Program funds: (i) Respondent may apply for grant funds to undertake the proposed project itself, or (ii) Respondent may apply for SLBA assisted grant funds (for demolition Eligible Activities only) to be administered by the SLBA in cooperation with Respondent.

A land bank authority acting as a lead applicant must establish itself to be in good standing with the requirements of its Intergovernmental Agreement, meaning, at a minimum: (i) its Board of Directors is properly established, and (ii) its most recent annual report has been filed with the SLBA accordingly. Proof may be requested.

Respondent must demonstrate the capacity to administer the grant funds in a cost-efficient manner and to meet applicable deadlines including specific information on staffing, status of procured contractors and ability to procure and manage the proposed project. Respondent may be asked for additional information and documentation.

An Eligible Property must be owned by or under the control of the Respondent as provided in Section II(B)(5) below. Proof of site control shall be included with the submission package. Program funds used for Eligible Activities on privately-owned Eligible Property will require that a lien be placed on the privately-owned Eligible Property. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.

Scoring Criteria:

- i. Development Catalyst Opportunities (30 possible points): Explain how the project will complement or enhance any existing economic development in or near the project area. A development catalyst opportunity may be any recent or current public or private investment project intended to have a positive economic effect within the community, such as downtown redevelopment or housing (re)development (e.g., green space to enhance existing or planned recreational areas, property investment by neighbors, preservation of local structures of significance, etc.). Include any details available about plans for redevelopment of the subject property or how existing or planned redevelopment on surrounding properties may be positively affected.
- ii. Local Support (20 possible points): Explain the degree of local government support, community engagement in the planning process and community support for the proposed Eligible Activities. Letters of support are highly suggested as a demonstration of this support.
- iii. Public Safety (20 possible points): Explain how the project will promote public safety. For example, a project that targets demolition to eliminate unsafe structures near a school, hospital, business district, residential neighborhood, or core neighborhood institution increases public safety. Include additional information such as the condition of the property, any incidents of trespass or criminal activity at the site, etc.
- iv. Additional Investment (5 possible points): Describe any additional public or private investment including matching funds or other funding sources. Please provide a list of leveraged sources, describe their use in the project, and attach evidence of written commitment.

Match Range:

> 75%	(5 points)
51% - 75%	(4 points)
26% - 50%	(3 points)
10% - 25%	(2 points)
< 10%	(1 point)
No Match	(0 points)

All costs to be reimbursed as Eligible Activities shall be limited to those Eligible Activities incurred after an award has been made by the SLBA pursuant to this RFP and a Grant Agreement executed with the SLBA, unless otherwise pre-approved by SLBA.

Any Eligible Activities proposed in the submission package of Respondent must be completed and all necessary documentation submitted by **December 31, 2023**. Payment of grants funds will be on a reimbursement basis, unless otherwise pre-approved by SLBA.

Awardees will be required to provide regular, written progress reports to the SLBA detailing work completed, a detailed accounting of the project, project milestones and other relevant information.

SLBA will conduct a kick-off meeting(s) for selected awardees. These may be held in person or via a Microsoft Teams meeting or similar venue. Topics will include identifying and handling environmental issues, hiring qualified contractors, how to verify state required licenses and notifications, and required documentation.



## **SECTION II SUBMISSION FORMAT**

To be considered, each Respondent must submit a COMPLETE submission in response to this RFP using the format specified. Respondent's submission must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Respondent to be essential to a complete understanding of the submission. Each section of the submission should be clearly identified with appropriate headings:

### **A) SUBMISSION**

Respondent may provide its submission package for consideration as follows:

1. For areas served by a land bank, this RFP is an open solicitation, meaning Respondent may provide one (1) complete electronic copy of the submission package via email to [landbank@michigan.gov](mailto:landbank@michigan.gov) at any time during the Submission Period. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
2. For areas not served by a land bank, one (1) complete electronic copy of the submission package must be received via email to [landbank@michigan.gov](mailto:landbank@michigan.gov) before **5:00 pm EST on January 31, 2023**. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
3. For counties in Prosperity Regions 7, 9 and 10, one (1) complete electronic copy of the submission package must be received via email to [landbank@michigan.gov](mailto:landbank@michigan.gov) before **5:00 pm EST on January 31, 2023** from each Respondent applying. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
4. Respondent shall limit its submission package file(s) to 15MB per file. Respondent may send more than one file for its submission package in response to this RFP.

### **B) SUBMISSION REQUIREMENTS & FORMAT**

The submission package shall include the following items to be considered:

1. Letter of Interest. The Letter of Interest shall contain Respondent name(s), address, county, contacts name, title, email, and telephone number to be contacted for clarification or additional information regarding submissions. If the Respondent is applying on behalf of an entity other than itself, Respondent shall also include the name(s), address, county, and contact information of such entity. If the Respondent is a land bank authority, Respondent shall also include a board resolution authorizing engagement regarding this RFP. The Letter of Interest shall identify the name of the individual(s) authorized to sign the offer, the Contract and any amendments thereto for each Respondent. The Letter of Interest shall be signed by the person designated to represent the Respondent.

2. Detailed Project Description. Provide the following, as applicable:

A. Demolition Activities

- i. Provide a property list with:
  - a. Full address;
  - b. Condition assessment;
  - c. Ownership information; and
  - d. Photos of structure.
- ii. Disclose any known environmental problems (e.g., contaminants, asbestos, lead, etc.).
- iii. Identify any property slated for demolition that is in an historic district or listed in the National Register of Historic Places and attach appropriate approvals for demolition.
- iv. Provide a map of the project area that also has the subject property(s) identified.
- v. Describe planned post-demolition use of the land, if immediately applicable.
- vi. Provide an itemized budget, including all Eligible Activities, showing all sources and costs for project.

B. Stabilization Activities

- i. Provide a property list with:
  - a. Full address;
  - b. Condition assessment;
  - c. Ownership information; and
  - d. Photos of structure, including area of concern to be stabilized.
- ii. Disclose any known environmental problems. (e.g., contaminants, asbestos, lead, etc.).
- iii. Identify any property slated for stabilization that is in an historic district or listed in the National Register of Historic Places and attach appropriate approvals for stabilization.
- iv. Provide a map of the project area that also has the subject property(s) identified.
- v. Describe the post-stabilization plan and timeline, if immediately applicable.
- vi. Provide an itemized budget, including all Eligible Activities, showing all sources and costs for project.

C. Environmental Remediation / Site Preparation Costs

- i. Provide a property list with:
  - a. Full address;
  - b. Condition assessment;
  - c. Ownership information;
  - d. Photos of structure;
  - e. Previous property uses and potential contaminants or Recognized Environmental Conditions (RECs);
  - f. Known contaminants, if any; and
  - g. Contaminant Exposure Pathways of concern.

<input type="checkbox"/> Unknown	<input type="checkbox"/> Direct Contact
<input type="checkbox"/> Drinking Water	<input type="checkbox"/> Groundwater/Surfacewater Interface (GSI)
<input type="checkbox"/> Volatilization to Indoor Air	<input type="checkbox"/> Ambient Air

- ii. Provide Environmental Site Assessments, if available (e.g. Phase I, Phase II, Baseline Environmental Assessment, asbestos analysis, lead paint, etc.).
  - iii. Provide explanation of proposed remedial activities.
  - iv. Identify any property slated for remediation or site preparation that is in an historic district or listed in the National Register of Historic Places and attach appropriate approvals for remediation or site preparation.
  - v. Provide a map of the project area that also has the subject property(s) identified.
  - vi. Provide maps showing the known contamination relative to the building footprint and/or development plan.
  - vii. Describe the plan for the land after remediation or site preparation.
  - viii. Provide an itemized budget, including all Eligible Activities, showing all sources and costs for project (must identify the gap and/or match requirement).
- 3. Narrative. Include a narrative summary description of the proposed project, Eligible Property(ies) and of the Eligible Activity(ies) that will be completed.
- 4. Budget. Provide a detailed project budget estimate from a qualified contractor(s). The budget estimate (including project administration costs) shall include project timeframes and anticipated start and end dates.
- 5. Site Control. Respondent shall demonstrate site control for any proposed Eligible Property within its submission package. Site control means one of the following: (i) owned by or under the control ("under the control" shall mean the party has the authority and ability to exercise control over the Eligible Property to undertake Eligible Activity(ies)) of Respondent, (ii) owned by or under the control of a local unit of government, (iii) proof that Respondent or local unit of government has entered into an executed written agreement (e.g., option or similar agreement) which allows for acquisition of a proposed Eligible Property, (iv) Respondent or local unit of government has by operation of law the authority and ability to exercise control over the Eligible Property to undertake Eligible Activity(ies), or (v) Respondent or local unit of government has entered into a written agreement with an Eligible Property owner consenting to the Respondent or local unit of government having Eligible Activity(ies) performed at the proposed property. Projects for Eligible Activities pursuant to Section 1094f.(2)(c) must demonstrate that the Eligible Property is a publicly owned residential, commercial, or industrial parcel(s).
- 6. Administration of Project Funds. Respondent shall demonstrate it has the experience and capacity to undertake the proposed project. Respondent shall demonstrate the capacity to administer the Program funds in a cost-efficient manner, meet applicable deadlines, and provide specific information on staffing, status of procured demolition contractor(s), and ability to procure and manage onsite work.

Alternatively, Respondent may apply for a SLBA assisted grant (demolition Eligible Activities only), administered by the SLBA. For a SLBA assisted grant, the SLBA will work in cooperation with Respondent to procure contractor(s) and manage the demolition process.

- 7. Additional Information and Comments. Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

### SECTION III RFP PROCESS AND TERMS & CONDITIONS

#### A) **QUESTIONS**

Questions from any Respondent concerning the specifications in this RFP must be received via e-mail to [landbank@michigan.gov](mailto:landbank@michigan.gov).

#### B) **SUBMISSIONS**

To be considered, Respondent must submit a complete response to this RFP, using the format provided in Section II of this RFP, as noted on the RFP cover page. No other distribution of submission is to be made by a Respondent.

The Cover Sheet must be **signed physically or electronically** by the Respondent's Authorized Signatory. The Cover Sheet, Attachment A, must be the first page of the Grant Proposal.

#### C) **ECONOMY OF PREPARATION**

Each submission should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

#### D) **SELECTION CRITERIA**

The selection of a qualified Respondent will be based on SLBA's review on content and quality of submittals in addressing the requirements described in this RFP and PA 166 of 2022, and each submission will be evaluated on a two-step selection process described below. This RFP is not a binding agreement. Submittals will be assessed in accordance with the evaluation criteria, and Respondents will be notified whether they have been selected.

##### 1) **Step I – Initial Evaluation for Compliance**

- a) *Submission Content* – SLBA staff will screen the submissions for technical compliance to include, but not be limited to:
  - timely submission of the submission package
  - submission is signed physically or electronically
  - submission satisfies the form and content requirements of this RFP

##### 2) **Step II – Criteria for Satisfactory Submissions**

- a) Only submissions satisfying Step I will be considered by a Joint Evaluation Committee ("JEC") comprised of individuals selected by the SLBA. Only those submissions that satisfy the submission content requirements described in this RFP, as determined in the sole discretion of the JEC, will be considered for evaluation in Step II. The JEC reserves the right to request additional information from any Respondent.

- b) *Scoring Criteria* – The Respondent should indicate its ability to meet the requirements of this RFP.

		<b>Points Possible</b>
1.	<i>Development Catalyst Opportunities</i>	30
2.	<i>Local Support</i>	20
3.	<i>Public Safety</i>	20
4.	<i>Additional Investment</i>	5
<b>TOTAL</b>		<b>75</b>

**E) RESPONDENTS COSTS**

SLBA will not reimburse Respondent for any cost(s) involved in the preparation and submission of its response to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate SLBA to accept or contract for any expressed or implied services.

**F) TAXES**

The SLBA may refuse to qualify a Respondent if the Respondent has an outstanding debt to the State of Michigan or the SLBA.

Except as otherwise disclosed in an exhibit to the submission, Respondent certifies that as of the date the Respondent's qualifications were submitted to the SLBA the Respondent owes no outstanding debt to the State of Michigan or the SLBA.

**G) BREACH OF CONTRACT**

Except as otherwise disclosed in an exhibit to Respondent's submission, Respondent is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan.

**H) DISCLOSURE OF LITIGATION**

Except as otherwise disclosed in an exhibit to Respondent's submission, there is no criminal litigation, investigations or proceedings involving the Respondent or any of the Respondent's elected officials or employees. In addition, Respondents must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Respondent is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Respondent; or (2) a claim or written allegation of fraud or breach of contract against Respondent, by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Respondent is prevented from disclosing under the terms of the settlement may be annotated as such.

**I) FALSE INFORMATION**

If the SLBA determines that a Respondent purposefully or willfully submitted false information in response to this RFP, the Respondent will not be considered and will result in disqualification and any resulting Contract that may have been executed may be terminated.

**J) DISCLOSURE**

All Respondents should be aware that submissions submitted to the SLBA in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from Respondents' submissions. Respondents, however, are encouraged to provide sufficient information to enable the SLBA to determine the Respondent's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of a Contract and any attachments or exhibits thereto.

**K) CLARIFICATION/CHANGES IN THE RFP**

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be posted on SLBA's website. Respondents are encouraged to regularly check for changes or other information related to this RFP.

**L) ELECTRONIC BID RECEIPT**

**RESPONDENT SUBMISSIONS MUST BE RECEIVED AS NOTED ON THE RFP COVER PAGE.** Respondent is responsible for timely submission of its documentation. THE SLBA HAS NO OBLIGATION TO CONSIDER ANY SUBMISSION THAT IS NOT RECEIVED BY THE APPOINTED DATE AND TIME.

**M) RESERVATION OF SLBA DISCRETION**

Notwithstanding any other statement in this RFP, the SLBA reserves the right to:

- 1) reject any and all submissions;
- 2) waive any errors or irregularities in the bidding process or in any submission;
- 3) rebid the project;
- 4) negotiate with any Respondent for a reduced price, or for an increased price to include any alternates that the Respondent may propose;
- 5) revise or reduce the scope of the project, and rebid or negotiate with any Respondent regarding the revised project;
- 6) defer or abandon the project;
- 7) amend or revise the RFP; AND/OR
- 8) request clarification of information submitted and to request additional information of one or more Respondents.

The SLBA's decision is final and not subject to appeal. Any attempt by a Respondent, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the submission or awards process in general may result in the Respondent's disqualification and elimination from the award process.

#### **N) JURISDICTION**

The laws of the State of Michigan shall govern this RFP. The parties shall make a good faith effort to resolve any controversies that arise regarding this RFP. If a controversy cannot be resolved, the parties agree that any legal actions concerning this RFP shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. Respondent acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Respondent resides, in or outside of the United States.

#### **O) TERMINATION OR REALLOCATION OF FUNDING**

If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this RFP, SLBA may terminate this RFP, and any subsequent Contract. Upon such termination of funding, SLBA shall have no further obligation to provide Program funds.

Program awards will be revoked and the funds reallocated if the Respondent fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated according to scores of unfunded proposals, or parts of proposals, submitted as part of this RFP process, or as the SLBA otherwise sees fit consistent with PA 166 of 2022.

## **SECTION IV CONTRACTUAL TERMS & CONDITIONS**

### **A) CONTRACT TERMS & CONDITIONS**

- 1) The Contract – A successful Respondent will be subject to the terms and conditions of the SLBA's Grant Agreement (the "Contract") upon execution of the Contract by the SLBA and Respondent. The standard terms and conditions of the Contract are attached to this RFP as Attachment B.
- 2) Term of Work – All Eligible Activities proposed in the submission package of a successful Respondent must be completed by December 31, 2023.
- 3) Modification of Service – Any modifications to the Contract must be made in writing and may include the addition or deletion of activities or any other modifications deemed necessary. Any changes in pricing proposed by the Respondent resulting from the requested changes are subject to acceptance by the SLBA.

In the event changes are not acceptable to the SLBA, the Contract shall be subject to competitive bidding based upon the new specifications.

- 4) Award of Contract – The SLBA reserves the right to award all or any part of this RFP as provided for in PA 166 of 2022.

### **B) SUCCESSFUL RESPONDENT RESPONSIBILITIES**

A successful Respondent will be required to assume responsibility for all Eligible Activities allowed in this RFP whether or not the Respondent performs them. Further, the SLBA will consider the successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

### **C) ACCEPTANCE OF PROPOSAL CONTENT**

If awarded a Contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any addenda thereto; and
- 2) Final executed Contract.

In the event of any discrepancies between the above documents, the final executed Contract shall control. Failure of a successful Respondent to accept these obligations may result in cancellation of the award.



**ATTACHMENT A**

**RFP RESPONSE COVER SHEET FORM**  
*(attach as a cover sheet to your submission file)*  
**BLIGHT ELIMINATION PROGRAM**  
**RFP 2023-001**

**General Information:**

Name: \_\_\_\_\_ SIGMA ID #: \_\_\_\_\_

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

County: \_\_\_\_\_ Prosperity Region #: \_\_\_\_\_

Applying on behalf of (as applicable): \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact's Email Address: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

☐ Land Bank Authority      ☐ County      ☐ City      ☐ Village      ☐ Township

**Certifications:** Authorized Signatory to initial each of the following, as applicable:

\_\_\_\_\_ Respondent certifies that it is not presently subject to any legal action or judgement, as described in Section III(H).

\_\_\_\_\_ Respondent certifies that all obligations are paid to the State of Michigan as of this date.

\_\_\_\_\_ Respondent certifies that it owes no outstanding debt to the State of Michigan or SLBA.

\_\_\_\_\_ Respondent certifies that it is in good standing with the requirements of its Intergovernmental Agreement, if applicable.

\_\_\_\_\_  
Signature of Authorized Signatory

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

\*Your SIGMA ID Number is located in your State of Michigan vendor file. If you are not currently registered as a vendor with the State of Michigan, you may go to: [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) and register. If you have any problems, please contact the SIGMA helpline at 1-800-856-6246.

**ATTACHMENT B**

**SAMPLE CONTRACT**

**STATE LAND BANK AUTHORITY  
GRANT AGREEMENT  
WITH  
GRANTEE**

This Grant Agreement ("Contract") is made between the State Land Bank Authority (the "SLBA") and Grantee (the "Grantee"). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a "Party" or collectively as "Parties".

**Grantee:**       Name  
                    Address  
                    Address

**I.       PURPOSE AND PROJECT SCOPE.**

- A. The purpose of this Contract is to provide funding in the amount of XXX Dollars (\$XXX) in exchange for work to be performed for the project. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Grantee's Application and summarized in Exhibit A, and such activities as are authorized by the SLBA under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the project identified in Exhibit A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

**II.       CONTRACT PERIOD.**

Contract Start Date:	MONTH XX, 20XX
Reimbursement Submission Date:	MONTH XX, 20XX
Contract End Date:	December 31, 2023

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Contract End Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not eligible for payment under this Contract.

**III. CONTACTS.**

**SLBA Contact:**

XXX  
Post Office Box 30766  
Lansing, Michigan 48909  
(517) 335-8212  
[XXX@michigan.gov](mailto:XXX@michigan.gov)

**Grantee Contact:**

Name  
Address  
Address  
Phone  
[email@XXX.com](mailto:email@XXX.com)

- IV. CHANGES.** Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

- V. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS.** The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Exhibit A of this Contract. All deliverables in Exhibit A, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

**VI. GRANTEE RESPONSIBILITIES.**

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The SLBA's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- F. The Grantee is responsible for having the appropriate site control as required by PA 166 of 2022 and the SLBA's RFP 2023-001.

- G. The Grantee is responsible for recording a lien in favor of the SLBA on privately-owned Eligible Property in the full amount of any Eligible Activities performed and reimbursed pursuant to this Contract. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.
- H. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.
- I. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Residential demolition sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-13, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in Grantee's submission package are eligible for reimbursement.
- J. Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the SLBA to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this contract for lack of adequate funding sources.

**VII. USE OF MATERIAL.** Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the SLBA funded all or a portion of its development.

The SLBA retains an irrevocable non-exclusive license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted or generated under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the SLBA can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

**VIII. ASSIGNABILITY.** The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

**IX. SUBCONTRACTS.** The SLBA reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.

**X. NON-DISCRIMINATION.** The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

**XI. UNFAIR LABOR PRACTICES.** The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

**XII. LIABILITY.**

A. The Grantee, not the SLBA, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee. The SLBA shall not be liable for any claims, judgements or costs merely by providing grant funding.

B. All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the SLBA in the performance of this Contract is the responsibility of the SLBA and not the responsibility of the Grantee, if the liability is caused solely by any SLBA employee or agent.

- C. In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the SLBA in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the SLBA in relation to each Party's responsibilities under these joint activities.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, its agencies, or employees as provided by statute or court decisions.

**XIII. CONFLICT OF INTEREST.** No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

**XIV. ANTI-LOBBYING.** Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

**XV. DEBARMENT AND SUSPENSION.** By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractor(s), subcontractor(s), and others:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

- XVI. AUDIT AND ACCESS TO RECORDS.** Pursuant to MCL 18.1470 the SLBA reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.
- XVII. INSURANCE.** The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.
- XVIII. OTHER SOURCES OF FUNDING.** The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.
- XIX. COMPENSATION.**
- A. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
  - B. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not allowed under the Contract.
  - C. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.
  - D. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
  - E. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website ([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin)).
  - F. Final payment will be withheld by the SLBA until the project is completed in accordance with Section XX, Closeout, and Exhibit A.

**XX. CLOSEOUT.**

- A. A determination of project completion, which may include a site inspection and an audit, shall be made by the SLBA after the Grantee has satisfactorily completed the activities and deliverables described in Exhibit A.
- B. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- C. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

**XXI. CANCELLATION.** This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

**XXII. TERMINATION.**

- A. This Contract may be terminated by the SLBA, for among other things, as follows:
  - a. Upon 30 days written notice to the Grantee:
    - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
    - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
    - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
    - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above; or
    - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor.
  - b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
    - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;



- ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- iii. convicted under State or federal antitrust statutes;
- iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
- v. added to the federal or state Suspension and Debarment list.

B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

**XXIII. NOTIFICATION OF DELAYS.** The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibit A, and used only as set forth herein.

**XXIV. PUBLICITY.** Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

**XXV. DISCLOSURE OF LITIGATION.** Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings involving the Grantee or any of the Grantee's elected officials or employees.

**XXVI. REALLOCATION OR TERMINATION OF FUNDING.** If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

Program awards will be revoked and the funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated as the SLBA otherwise sees fit consistent with PA 166 of 2022.

*(remainder of page intentionally left blank)*

The signatories below warrant that they are empowered to enter into this Contract.

**GRANTEE ACCEPTANCE:**

GRANTEE

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Authorized Signer  
Its: Title

**SLBA ACCEPTANCE:**

State Land Bank Authority

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Jeffrey M. Huntington  
Its: Authorized Officer

## EXHIBIT A

### **PROJECT SCOPE AND REQUIREMENTS**

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the property listed below:

Parcel Number: XXX  
Commonly known as: XXX

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities at the property identified in Section I of this Exhibit A by the Contract End Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:
  - [http://michigan.gov/deq/0,1607,7-135-3310\\_4106-11856--,00.html](http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html)
  - [http://michigan.gov/deq/0,1607,7-135-3307\\_29693\\_30031---,00.html](http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html)
  - [https://www.michigan.gov/lara/0,4601,7-154-89334\\_11407\\_15333\\_15369---,00.html](https://www.michigan.gov/lara/0,4601,7-154-89334_11407_15333_15369---,00.html)
  - [https://www.hud.gov/program\\_offices/healthy\\_homes/healthyhomes/lead](https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead)
  - <http://www.epa.gov/asbestos>.
- D. Demolition includes abatement of hazardous materials, the complete razing and removal of a structure and basement or foundation, removal of associated drives and parking areas, fill with approved fill dirt, topsoil and seeding of the site, or an alternative approved by the Grantee. All work is to be completed in compliance with all local and state laws and regulations.
- E. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
- F. Stabilization activities include {TO BE DETERMINED BY PROJECT}.

G. Remediation activities include {TO BE DETERMINED BY PROJECT}.

H. The Grantee is responsible for.

- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Contract End Date.
- b. Ensuring adequate quality control.
- c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract.
- d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
- e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
- f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
- g. Reporting the status of the project to SLBA in accordance with the reporting requirements established by SLBA for the Grantee's project. The reports will require, but not be limited to, the following information.
  - i. Site Control
  - ii. Photos demonstrating the level of blight at the property
  - iii. For Demolition Activities:
    - 1. Gas, Electric, and Water wrecking clearances
    - 2. Procurement documents - RFP, Contracts, Bid Tabulations
    - 3. Asbestos and Hazardous Material Survey
    - 4. Phase I and Phase II Assessments, if conducted
    - 5. NESHAP 10- Day Notice – Abatement
    - 6. Abatement Clearance
    - 7. Signed Abatement Waste Manifests
    - 8. NESHAP 10- Day Notice – Demo
    - 9. Demo Permit
    - 10. Open Hole Inspection and Picture
    - 11. Grantee-Approved invoices from contractors
    - 12. Approved/Closed Demolition Permit
  - iv. For Stabilization Activities:
    - 1. To be determined based on specific project parameters

- v. For Remediation Activities:
  - 1. To be determined based on specific project parameters
- vi. Lien Waivers from all Subcontractors
- vii. Post Activity Photo
- viii. Signed Remediation and/or Demolition Waste/Recycling Manifests

**III. PROJECT REIMBURSEMENT AND COMPLETION.** The SLBA will approve payment(s) upon satisfactory completion of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit B.

Final payment will not be made until Grantee provides a satisfactory Request for Payment Form found in Exhibit B, and copies of all supporting documentation. Documentation requirements will be based on scope and activities that fall under this funding.

EXHIBIT B

**REQUEST FOR PAYMENT FORM**

**BLIGHT ELIMINATION PROGRAM  
RFP 2023-001  
REQUEST FOR PAYMENT FORM**

Grantee: \_\_\_\_\_

Site Address(es): \_\_\_\_\_  
\_\_\_\_\_

***By submitting this request, I certify that the information provided is truthful and accurate. I further request the SLBA to review and, if complete, approve for payment. If any information is missing or inaccurate, I will correct and resubmit that information.***

Submitted by: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Print Title)

Signature: \_\_\_\_\_

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

Grant Amount: \$ \_\_\_\_\_

Payment Requested: \$ \_\_\_\_\_

SIGMA Vendor Number: \_\_\_\_\_  
(vendor number usually starts with "CV" or "VSS")

Address Code: \_\_\_\_\_

**Documents Attached:**


## ATTACHMENT C

### PROSPERITY REGIONS MAP



## ATTACHMENT D

### GEOGRAPHIC OVERVIEW

<a href="https://www.michigan-demographics.com/counties_by_population">https://www.michigan-demographics.com/counties_by_population</a>						
(green shade = Rural County)						
Prosperity Region	County	2020 Population	Has Land Bank	No Land Bank	Submission Period October 1, 2022 through January 31, 2023	Submission Due Date January 31, 2023
1	Alger	9,098	X		X	
1	Baraga	8,337	X		X	
1	Chippewa	37,418		X		X
1	Delta	35,874	X		X	
1	Dickinson	25,373	X		X	
1	Gogebic	14,715	X		X	
1	Houghton	35,890	X		X	
1	Keeweenaw	2,102		X		X
1	Iron	11,099		X		X
1	Luce	6,286		X		X
1	Mackinac	10,781		X		X
1	Marquette	66,403	X		X	
1	Menominee	22,902		X		X
1	Ontonagon	5,802	X		X	
1	Schoolcraft	8,031		X		X
2	Antrim	23,301		X		X
2	Benzie	17,703	X		X	
2	Charlevoix	26,197	X		X	
2	Emmet	33,175	X		X	
2	Grand Traverse	92,640	X		X	
2	Kalkaska	17,725		X		X
2	Leelanau	21,649	X		X	
2	Manistee	24,539	X		X	
2	Missaukee	15,075	X		X	
2	Wexford	33,433		X		X
3	Alcona	10,396		X		X
3	Alpena	28,431		X		X
3	Cheboygan	25,435		X		X
3	Crawford	13,904		X		X
3	Iosco	25,213		X		X
3	Montmorency	9,270		X		X
3	Presque Isle	12,687	X		X	
3	Ogemaw	20,895	X		X	
3	Oscoda	8,282		X		X
3	Otsego	24,613		X		X
3	Roscommon	23,863		X		X
4	Allegan	117,104		X		X
4	Barry	61,045		X		X
4	Kent	652,617		X		X
4	Ionia	64,401	X		X	
4	Lake	11,805	X		X	
4	Mason	29,062		X		X
4	Mecosta	43,481		X		X
4	Montcalm	63,516		X		X
4	Muskegon	173,679	X		X	
4	Newaygo	48,687		X		X
4	Oceana	26,545	X		X	
4	Osceola	23,323	X		X	
4	Ottawa	289,162	X		X	



(green shade = Rural County)						Submission Period October 1, 2022 through January 31, 2023	Submission Due Date January 31, 2023	
Prosperity Region	County	2020 Population	Has Land Bank	No Land Bank				
5	Arenac	15,013	X			X		
5	Bay	103,506	X			X		
5	Clare	30,655	X			X		
5	Gladwin	25,312	X			X		
5	Gratiot	40,692		X			X	
5	Isabella	70,363		X			X	
5	Midland	83,445		X			X	
5	Saginaw	191,166	X			X		
6	Genesee	406,770	X			X		
6	Huron	31,105	X			X		
6	Lapeer	87,975	X			X		
6	Sanilac	41,179	X			X		
6	Shiawassee	68,176	X			X		
6	St Clair	159,285	X			X		
6	Tuscola	52,683	X			X		
7	Clinton	78,957		X			X	
7	Eaton	109,730	X				X	
7	Ingham	290,923	X				X	
8	Berrien	153,797	X			X		
8	Branch	43,428		X			X	
8	Calhoun	133,943	X			X		
8	Cass	51,613	X			X		
8	Kalamazoo	264,322	X			X		
8	St Joseph	60,789		X			X	
8	Van Buren	75,416	X			X		
9	Hillsdale	45,707		X			X	
9	Jackson	158,174	X				X	
9	Lenawee	98,310	X				X	
9	Livingston	190,832		X			X	
9	Monroe	150,000	X				X	
9	Washtenaw	368,385		X			X	
10	Macomb	870,893		X			X	
10	Oakland	1,255,340	X				X	
10	Wayne	1,753,059	X				X	
10	City of Detroit		X				X	



For Decision

TITLE: Selection of Township Attorney

SUMMARY: RFPs for Township Attorney

FINANCIAL IMPACT: TBD

RECOMMENDATION: Board Motion

Appoint officials

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board

ATTACHMENTS: Proposals

**QUALIFICATIONS AND PROPOSAL FOR TOWNSHIP OF TUSCARORA  
LEGAL SERVICES**

The following sets forth the Firm's Response to the RFP and demonstrates the Firm's qualifications to provide competent and cost-effective legal services to the Township of Tuscarora.

**1. Scope of Services:**

The Firm will provide the following scope of services to the Township on an as requested basis:

- a. General government business consultation with the Township Board, or as designated by the board, the Township Supervisor, Clerk, Treasurer, Trustees and Township Consultants;
- b. Attend regular or special Township meetings, executive sessions, special meetings, and meetings of various boards, departments, and commissions;
- c. Preparation, revision, or review of resolutions and ordinances;
- d. Prepare or review all contracts for professional service agreements and any other contracts entered into on behalf of the Township;
- e. Represent the Township in all matters related to environmental regulation, intergovernmental relationships, zoning and development issues, and all other matters related to proposed developments before the Township Board, Planning Commission or any other Board of the Township;
- f. Perform or advise the Township with respect to obtaining specialized legal counsel with respect to all customary legal services necessary to the organization, financing, construction, and initial operation and operation of a sanitary sewer/wastewater system in accordance with the US Department of Agriculture Rural Development RUS Bulletin 1780-7;
- g. Prepare, review, and otherwise consult with the Township regarding all issues regarding bonds, annuities, election law, and financial matters of the Township and directing the Township to specialized legal services for such matters as necessary;
- h. Review and prepare all resolutions for special assessments, assist the Township Assessor when necessary including appearance, prosecution, and defense of cases before the Michigan Tax Tribunal or State Tax Commission; advise in matters of the various Boards and Commissions at the request of the Township Board;

- i. review and provide consultation to the Township on various insurance matters; provide bankruptcy and foreclosure assistance regarding rehabilitation loans and tax collections; provide assistance in the collection of delinquent personal property taxes; and otherwise represent the Township as specifically requested or approved by the Township Board; and
- j. Represent the Township in all legal matters not handled by the Township Insurance Counsel before all State and Federal Courts including Trial and Appellate representation.

## **2. Legal Experience and Areas of Practice:**

For over 30 years, Sondee, Racine & Doren, PLC has maintained an extensive civil law practice throughout northern Michigan, with emphasis in the areas of municipal, real estate, business, estate planning and probate law, commercial and business litigation, insurance defense litigation, insurance coverage, appellate practice, mediation and arbitration. The firm's clients include individuals, businesses, cities, counties, townships, villages, libraries, airports, private schools, utilities, insurance companies, and public transit authorities.

### **Municipal Law:**

Sondee, Racine & Doren, PLC's municipal experience as general counsel to local governmental entities is unusually broad, including representation of a road commission, a city, three airports, district, county and township libraries, townships, villages, a recreational authority, a municipal utility, and transit authorities. This range of responsibility allows us to remain current in municipal areas such as governmental immunity, intergovernmental agreements, civil rights, police powers, emergency services, constitutional rights, Open Meetings Act and Freedom of Information Act, zoning, public contracting, utilities, charter amendment and revision, ordinance drafting and enforcement, environmental concerns, employment matters, real estate transactions, municipal finance, public contracting and civil litigation.

### **Litigation Experience:**

The Firm's attorneys have extensive litigation experience. We have represented municipal clients in zoning violations, ordinance defense, road and easement matters, contract disputes, employee benefit disputes, and open meetings and freedom of information act cases. Outside of municipal matters we have represented clients in lawsuits involving commercial transactions, motor vehicle liability, premises liability, construction site accidents, indemnity claims, business disputes, uninsured and underinsured motorist's claims, personal injuries, real estate disputes, construction defect claims, transportation liability, product liability and general liability claims.

### **Size and Structure of Firm:**

Sondee, Racine & Doren, PLC has three partners and three of counsel attorneys with two support staff members located in the City of Traverse City, Michigan.

### **Attorney Qualifications:**

The following are attorney profiles for the attorneys who will be handling legal services for the Township detailing their experience in municipal law. It is proposed that Karrie A. Zeits will be the

primary attorney providing legal services to the Township. Mr. Jocks, Mr. Borden, and other members of the Firm will be involved as needed, appropriate, and approved by the Township.

- **Karrie A. Zeits, Esq.:** Ms. Zeits is a governmental law attorney with 22 years of experience working for municipalities and other governmental agencies in Northern Michigan. She received her Juris Doctorate from Willamette University College of Law in 1999. Ms. Zeits is a member in good standing of the State Bar of Michigan. Ms. Zeits has served as the City Attorney for the City of Traverse City, Deputy City Attorney for the City of Traverse City, and the Acting City Attorney for the City of Traverse City. She is currently general counsel for the Northwest Regional Airport Authority, Grand Traverse County Road Commission, the City of Traverse City and Charter Township of Garfield Recreational Authority, Village of Beulah, the Traverse Area District Library, Peaine Township, Comins Township, Mentor Township, Blair Township, the Frankfort City County Airport Authority, and the Wexford County Airport Authority. Currently, on a daily basis, Ms. Zeits advises municipalities, government officials, and employees on general administrative and governance issues, policies, and laws, and in matters related to contract negotiations, public works, contracting and purchasing, the Freedom of Information Act, Open Meetings Act, ordinance enforcement, intergovernmental agreements, leases, real estate, and board governance, including ethical standards, conflict issues, and Robert's Rules of Order. She also counsels her clients on issues related to zoning and real estate transactions. She litigates on behalf of her clients in civil court and administrative tribunals, including the Michigan Tax Tribunal. Ms. Zeits is a past Chair of the Government Law Section of the Michigan State Bar Association. Approximately 85% of Ms. Zeits' practice is devoted to service of local governments and authorities.

Ms. Zeits' resume is attached.

- **Jeffrey L. Jocks, Esq.:** Mr. Jocks has practiced law in Traverse City since 2004. He represents individuals, municipalities, non-profit organizations, and business entities throughout the State of Michigan. He has tried and argued matters in United States District Court, Michigan appellate and trial courts, Michigan administrative hearings, and before local municipalities. Mr. Jocks assists his municipal clients with a wide range of matters including zoning ordinances, utilities, sewer, water, medical marijuana, health insurance, Open Meetings Act, and Freedom of Information Act. He regularly advises and litigates on real property matters including residential and commercial sales, property taxes, easements, riparian use and boundary disputes, oil and gas matters, zoning, and nuisance disputes. His environmental practice involves water law, wetlands, concentrated animal feeding operations (cafos), and groundwater and soil contamination. Mr. Jocks proudly drafts unique estate plans, wills and trusts for clients, and handles probate court matters that include probating estates, will and trust disputes, guardianships, and conservatorships.

Mr. Jocks' resume is attached.

- **Maurice A. Borden, Esq.:** Maurice "Mike" Borden provides legal services to individuals, businesses, municipalities, property and casualty insurers and third-party claim administrators. He has represented municipalities in insurance and indemnity matters and contract litigation. Mr. Borden has also provided research and analysis on various federal and state laws, including HIPAA, Michigan's smoking ban, and use of electronic cigarettes. He represented Bay Area Transportation Authority in motor vehicle injury litigation, FOIA request and response review,

and lawsuits relating to wheelchair securement. Mr. Borden has successfully represented municipalities in appeals, including labor arbitration, property tax and unemployment insurance compensation appeals. Insurance coverage analysis and litigation are areas in which Mr. Borden has extensive experience. He provides insurance coverage analyses on issues involving personal lines, commercial lines and excess policies, and represents litigants in insurance coverage disputes, including ERISA claims.

Mr. Borden's resume is attached.

### **3. Current Municipal Client References:**

Northwest Regional Airport Authority  
Kevin C. Klein, Chief Executive Officer  
727 Fly Don't Drive  
Traverse City, MI 49686  
(231) 947-2250

Traverse Area District Library  
Michele Howard, Library Director  
610 Woodmere Ave  
Traverse City, MI 49686  
(231)932-8527

Village of Beulah  
Jeri VanDePerre, Village President  
7228 Commercial Street  
P.O. Box 326  
Beulah MI 49617  
(231) 882-4451

### **4. Case Synopsis:**

*Beaver Island Airport Comm'n v Artaza*, Charlevoix County Circuit Court, File No. 21- 0513-27-CZ. Ms. Zeits represented the Airport Commission in connection with a condemnation action for the acquisition of an avigation easement and fee title to property necessary for the operation of the Beaver Island Airport. The matter settled in July, 2022.

*Concerned Property Owners of Garfield Twp v Twp of Garfield*, unpublished per curiam opinion of the Court of Appeals, issued October 25, 2018 (Docket No. 342831). Ms. Zeits represented the Township in a lawsuit by Township property owners seeking a declaration from the Grand Traverse County Circuit Court that the use of their properties as vacation home rentals was a prior non-conforming use. The Circuit Court found the use to not be a prior non-conforming use because a vacation home rental use was not a permitted single-family dwelling as defined in the Township Zoning ordinance because the use is not a residential use. The Court of Appeals affirmed.

*Jewett v Garfield Twp*, unpublished per curiam opinion of the Court of Appeals, issued August 17, 2017 (Docket No. 331092). Ms. Zeits represented the Township in an appeal from the Planning Commission's determination to deny a special use permit for the construction of a senior living

complex. Both the Grand Traverse Circuit Court and the Michigan Court of Appeals affirmed the Planning Commission's determination.

*Haynes v Village of Beulah*, 308 Mich App 465 (2014). Ms. Zeits represented the Village of Beulah in an action by a property owner to quiet title to a portion of a village street. The Benzie County Circuit Court and the Court of Appeals found that a village street is a highway within the meaning of MCL 247.190, which prohibits acquiring title to highways as a result of encroachments within them.

*Kent Power v City of Traverse City*, unpublished per curiam opinion of the Court of Appeals, issued May 9, 2006 (Docket No. 266230). Ms. Zeits represented the City of Traverse City in a personal property tax appeal matter. The Michigan Tax Tribunal dismissed the case because the Petitioner failed to timely file a petition with the Tribunal contesting the assessment and there was no mutual mistake of fact or clerical error. The Court of Appeals affirmed.

**5. Sample Statement:** See Attached.

## 6. Compensation:

Hourly rate for ALL Services Provided	\$200.00
---------------------------------------	----------

List of all other expenses charged outside of the above fee:

Paralegal Rate:	\$100.00 per hour
Copies - B&W and color	\$ .10 per copy
Postage	\$ Actual USPS, UPS, or FedEx rates
Faxes	\$ .25 per page
Court filing fees and other out of	
Pocket costs	\$ Actual fee
Mileage for Township related business	\$ Current Federal Mileage Rate for any travel outside of Grand Traverse County

The Firm's billing rates and charges for all clients may be revised annually, but the Firm reserves the right to revise those rates at other times during the course of its representation, with thirty (30) days advance notice to the Township. Following any such revision, the new hourly rates will be applied to the Township's file. The Township will be billed in one-tenth-hour increments.

Itemized bills will be mailed for all legal services that are rendered on a monthly basis. The Township is invited at any time to inquire about our charges or the costs that we incur on the Township's behalf, which we will answer consistent with the Michigan Rules of Professional Conduct (MRPC) 1.5(b). The Firm prepares its statements on the assumption that payment will be received within thirty (30) days of receipt of its invoice.

## 7. Meetings:

If retained, I will attend and be available for meetings of the Township Board of Trustees and the Township's other Boards and Commissions when requested by the Township Board.

**8. Compensation Insurance Coverage:**

The Firm guarantees to maintain worker's compensation and unemployment compensation insurance coverage for its employees at all times while providing legal services to the Township of Tuscarora.

**9. Liability Insurance Coverage:**

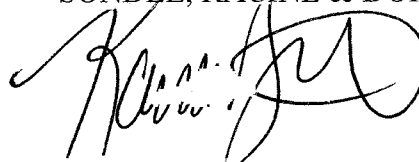
The Firm will maintain the insurance as evidenced on the Certificate of Insurance attached at all times while providing legal services for the Township of Tuscarora.

We are hopeful that you will receive our proposal positively. If you have any follow-up questions regarding any of the information contained within this proposal, or if you would like any supplemental materials or details regarding any of the items contained herein, please feel free to contact Karrie A. Zeits at (231) 947-0400.

Thank you for your time and consideration.

Sincerely,

SONDEE, RACINE & DOREN, PLC



Karrie A. Zeits

KAZ/ajs  
Enclosure(s)



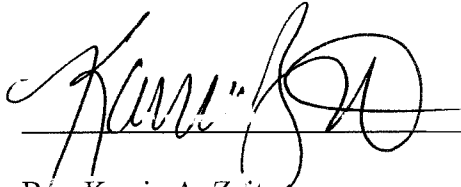
**Addendum 1:**

Firm / Attorney Name:	Sondee, Racine & Doren, PLC
Primary / Lead Attorney	Karrie A. Zeits
Hourly Rate: General Township Services	\$200.00
Alternate rate options:	Negotiable
Additional Costs (copying charges, mileage, phone, etc.)	Paralegal Rate: \$100.00 per hour Copies - B&W and color \$ .10 per copy Postage \$ Actual USPS, UPS, or FedEx rates Faxes \$ .25 per page Court filing fees and other out of Pocket costs \$ Actual fee Mileage for Township related business: \$ Current Federal Mileage Rate for any travel outside of Grand Traverse County
Size of Firm:	3 Partners, 3 Of Counsel
Primary / Lead attorney's relevant experience and years of practice:	22 years – Municipal Law
State the areas of legal expertise in which the firm can provide a specialized attorney(s):	Municipal Law
State any conflict or other failure to meet the conditions of the Legal RFP (req'd insurance, etc.):	None known
Brief Statement of firm's unique qualifications and benefits to Tuscarora Township:	Extensive and varied experience in all aspects of local government law.
References:	Northwest Regional Airport Authority Kevin C. Klein, Chief Executive Officer 727 Fly Don't Drive Traverse City, MI 49686 (231) 947-2250  Traverse Area District Library Michele Howard, Library Director 610 Woodmere Ave Traverse City, MI 49686 (231)932-8527  Village of Beulah Jeri VanDePerre, Village President 7228 Commercial Street P.O. Box 326 Beulah MI 49617 (231) 882-4451

## NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the law firm certifies that:

1. This proposal has been independently arrived at without collusion with any other law firm or with any competitor or potential competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this service, to any other law firm, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit a proposal.
4. The person signing this proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the law firm as well as to the person signing on its behalf.

  
By: Karrie A. Zeits

Its: Partner

Address: 310 W. Front St., Suite 300  
Traverse City, MI 49684

Contact: 231-947-0400  
kzeits@sondeeracine.com

**Ms. Karrie A. Zeits**  
310 W. Front Street, Suite 300  
Traverse City, Michigan 49684  
(231)947-400  
[kzeits@sondeeracine.com](mailto:kzeits@sondeeracine.com)

**MEMBERSHIPS:**

State Bar of Michigan - Admitted 2000  
Government Law Section  
Board Member - June, 2011 through present  
Secretary/Treasurer – June 2015 through 2016  
Chairperson – June 2017 through present  
Michigan Association of Municipal Attorneys  
Grand Traverse-Leelanau-Antrim Bar Association  
Board of Governors - 2002 - 2005  
Secretary - 2003 - 2005  
Women Lawyers Association  
President - 2003-2004

**LEGAL EXPERIENCE:**

**Member**

Sondee, Racine & Doren, PLC, Traverse City, Michigan, August 1, 2017 through present.

- Represent various public corporation clients as general and special counsel.
- Represent clients at the Michigan Tax Tribunal.
- Represent private entity clients in all stages of litigation.
- Provide advice and counsel on a variety of legal issues, specializing in local governmental law issues, including land use and zoning, real and personal property tax, and the Freedom of Information Act and the Open Meetings Act.

**Shareholder**

Smith Haughey Rice & Roegge, Traverse City Michigan, November 2011 through July 2017.

- Represent various public corporation clients as general and special counsel.
- Represent clients at the Michigan Tax Tribunal.
- Represent private entity clients in all stages of litigation.
- Provide advice and counsel on a variety of legal issues, specializing in local governmental law issues, including land use and zoning, real and personal property tax, and the Freedom of Information Act and the Open Meetings Act.

**City Attorney**

City of Traverse City, Traverse City, Michigan. September 2007 through August 2011.

- Chief legal advisor to the City Commission, City Manager and all of the City's officers and employees in matters relating to their offices and official duties.
- Advised, counseled and represented the Downtown Development Authority, the Garfield Township and City of Traverse City Recreational Authority, the Grand Traverse Commons Joint Planning Commission, and Traverse City Light & Power on an as-needed basis.
- Provided all legal services, including employment and labor relations, for the City, City Commission, City Manager and City officers and employees.
- Advised and provided counsel for the City Commission, City Manager, City Boards and Commissions, and all City Departments regarding relevant laws and policies, including the Freedom of Information Act and the Open Meetings Act.
- Drafted, or reviewed drafts, of Charter amendments, ordinances, policies, resolutions, agreements, legal opinions, deeds, leases, contracts, pleadings and other legal documents.
- Represented the City in all matters involving civil litigation and administrative tribunals, and prosecute violations of the Traverse City Code.

- Negotiated, or assisted in the negotiation of, contracts, including labor contracts, and real estate transactions.
- Represented the City at meetings of the City Commission and other boards and commissions meetings.
- Supervised and managed the Department of the City Attorney.
- General Counsel for the Traverse City Downtown Development Authority.
- General Counsel for the City of Traverse City and Charter Township of Garfield Recreational Authority.
- Special Michigan Tax Tribunal Counsel for the Charter Township of Garfield.

#### **Deputy City Attorney**

City of Traverse City, Traverse City, Michigan. August 2000 through September 2007.

- Reviewed and drafted ordinances and amendments to ordinances, including the Sign Ordinance, Land Division Ordinance, Property Maintenance Code, Joint Planning Commission Ordinance, and Traffic Code.
- Drafted and reviewed charter provisions and amendments thereto.
- Reviewed and drafted policies and procedures, including the Freedom of Information Act Policy, Health Insurance and Portability and Accountability Act Privacy Policy, and Banner Policy.
- Prosecuted ordinance violations.
- Represented the City of Traverse City in District Court, Circuit Court, the Court of Appeals, and United States Bankruptcy Courts in all aspects of litigation.
- Represented the City of Traverse City at the Michigan Tax Tribunal, other administrative tribunals, and state agencies.
- Drafted, negotiated, and reviewed contracts and other legal documents for the City of Traverse City and Downtown Development Authority with developers, contractors, and governmental agencies.
- Provided advice and opinions to the Traverse City City Commission, Manager, and staff.
- Provided advice and opinions to the Traverse City Downtown Development Authority.
- Attended City Commission meetings and meetings of other boards and commissions.
- Prepared and presented educational seminars to commissioners and staff.

#### **Associate Attorney**

Sondee, Racine & Doren, PLC, Traverse City, Michigan. August 2000 through September 2007. Primary Practice Areas: Municipal, Zoning, Land Use, Real Estate, Tax Appeals, Environmental, General Civil Litigation and Mediation.

- Represented clients in all stages of the land use process.
- Represented clients in all stages of litigation.
- Represented clients at the Michigan Tax Tribunal.
- Provided advice on a variety of legal issues, including land use, zoning, labor and employment, contracts, and environmental.
- Researched and drafted arbitration briefs and pleadings.
- Reviewed, drafted, and negotiated contracts, development agreements, real estate documents, and other legal documents.
- Researched and drafted legal memoranda.
- Conducted and participated in facilitative mediation.

#### **Judicial Law Clerk**

Honorable Paul J. Clulo, Circuit Court Judge for the County of Midland, Michigan. August 1999 through August 2000.

- Researched and drafted opinions.
- Researched and wrote legal memoranda.
- Reviewed, analyzed, and summarized motions and pleadings.

**Law Clerk**

Oregon Department of Justice, Commercial and Environmental Litigation Unit, Salem, Oregon.  
May 1997 through December 1998.

- Researched and wrote legal memoranda.
- Researched and wrote motions and supporting memoranda of law.
- Investigated and prepared complaints and answers.
- Conducted discovery.

**OTHER EXPERIENCE:**

Adjunct Professor - Legal Research and Writing. September 2002 through January 2004.

Northwestern Michigan College, Traverse City, Michigan.

Certified Mediator - 2001.

**LEGAL EDUCATION:**

**Willamette University College of Law**, Salem, Oregon.

Juris Doctorate, August 1999.

**University of Detroit Mercy School of Law**, Detroit, Michigan.

1999 Spring Semester Guest Student.

**UNDERGRADUATE EDUCATION:**

**Albion College**, Albion, Michigan.

Bachelor of Arts in Political Science, May 1995.

# JEFFREY L. JOCKS

---

## EDUCATION

**Michigan State University College of Law**  
Juris Doctor, *Summa Cum Laude*  
G.P.A. 3.97/4.00

East Lansing, Michigan  
May 2004

**Michigan State University**  
Bachelor of Science in Packaging

East Lansing, Michigan  
December 1997

## EXPERIENCE

**Sondee, Racine & Doren, PLC**

Traverse City, MI

*Partner*- January 2017- Present

Specializing in municipal, zoning, real property, and estates and probate.  
Representing municipal and private clients in litigation and transactional work including representation in State and Federal Court litigation and appeals, public meetings, and administrative hearings.

**Olson, Bzdok & Howard, P.C.**

Traverse City, MI

*Associate*- November 2004- December 2010; *Partner* – January 2011 – December 2016

Specializing in municipal, zoning, real property, and estates and probate.  
Representing municipal and private clients in litigation and transactional work including representation in State and Federal Court litigation and appeals, public meetings, and administrative hearings.

**Michigan State Law Review**

East Lansing, Michigan

*Managing Editor of Student Articles* – 2003 – 2004.

Develop, organize and evaluate the Law Review Write-on Competition.  
Organize Law Review Student Note Process and assist Associate Editors in the process.  
Editorial and Management duties as member of Managing Editor Board.

**United States Attorney's Office, Western District of Michigan**

Grand Rapids, Michigan

*Law Clerk*

May 2003-August 2003

Drafted court documents and wrote memos regarding legal issues.  
Appeared before United States Magistrate Judge on behalf of the United States of America.

**Michigan Attorney General-Consumer Protection Division**

Lansing, Michigan

*Student Extern*

May 2002-August 2002

Researched legal issues as requested by attorneys in office.  
Wrote amicus brief draft and memos regarding researched topics.

## **Resume of Maurice A. "Mike" Borden**

### ***Managing Member, Sondee, Racine & Doren, PLC***

November 2005 – Present Traverse City, Michigan

I provide legal services to individuals, businesses, municipalities, and property and casualty insurers. My practice areas include business and commercial litigation, non-compete agreements, non-disclosure agreements, insurance coverage analysis, contract drafting and litigation, settlement agreements and releases, Michigan no-fault insurance claims, construction accidents, indemnity agreement drafting, analysis and litigation, premises liability defense, insurance coverage litigation, construction defect cases, transportation liability defense, products liability defense, uninsured and underinsured motorists claims, trust disputes, commercial and residential leases, landlord-tenant disputes, premises liability, and general liability claims.

I have represented employers in disputes involving enforcement of non-compete agreements, non-disclosure agreements, breach of contract claims, health insurance contracts, fraud, conversion claims, wrongful termination claims, sales commission claims, and labor arbitration appeals. I have supported human resources personnel in revising a summary plan description for employee benefits.

Insurance coverage analysis and litigation are areas in which I have extensive experience. I provide insurance coverage analyses on personal lines, commercial lines, and excess policies, and I represent litigants in insurance coverage disputes, including ERISA claims. Appeals is another area in which I have practiced extensively. In addition to appeals in the trial matters I am involved in, I handle requests for insurers and other attorneys. I have successfully represented clients in appeals to the Circuit Court, Michigan Tax Tribunal, Michigan Court of Appeals, Michigan Supreme Court, and the United States Sixth Circuit Court of Appeals.

### ***Managing Attorney, Staff Counsel Office, Harleysville Insurance***

March 1997 – October 2005 Traverse City, Michigan

My practice included the defense of businesses and individuals in lawsuits throughout Michigan. I represented Harleysville Insurance in first-party cases, including insurance coverage litigation, no-fault claims, property, and subrogation claims, and UM/UIM claims. In addition, I served as designated counsel for insurance coverage analysis and opinions for the company's Midwest Claims Service Center. I also provided legal support for commercial and personal lines underwriting personnel.

## **Shareholder, Litigation, Insurance Coverage, and Appellate Attorney**

### **Harvey, Kruse, Westen & Milan, P.C.**

October 1985 – February 1997 Troy, Michigan

My practice consisted primarily of insurance defense, product liability, and insurance coverage litigation at the trial and appellate court levels. I served as the firm's primary appellate specialist. I was one of three attorneys who served as designated insurance coverage counsel for a large property and casualty insurance company.

## **Research Attorney**

### **Michigan Court of Appeals, Prehearing Division**

1982 – 1984 Grand Rapids, Michigan

As a Research Attorney with the Michigan Court of Appeals, I reviewed appeal briefs and court files, researched issues, and prepared reports for the Judges addressing the issues and law and recommending the ruling on each case.

## **Volunteer Experience**

### **Treasurer, Traverse City Track Club**

I serve as Treasurer for the Traverse City Track Club, a 501(c)(3) non-profit organization. The Track Club's mission is to make the pure, straightforward enjoyment of running and walking available to everyone. The Track Club provides grants, scholarships, and work group gifts which have reached over \$2 million. I previously served on the Charitable Gifts Committee and Bylaws Committee.

### **Past President, National Cherry Festival Board of Governors**

2012 - 2013

I have served as a volunteer ambassador for the National Cherry Festival in Traverse City, Michigan, since 1995. The festival's mission is to celebrate and promote cherries, community involvement, and the Grand Traverse Region. Since its inception in 1926, the National Cherry Festival has grown to be one of the top festivals in the nation. From September 2008 through September 2015, I served on the Board of Governors, which is charged with the governance of the organization. The board is responsible for establishing objectives for the organization, developing strategies and policies to achieve those objectives, reviewing and approving the budget, and hiring and supervising the executive director. I served as President of the Board of Governors from September 2012 to September 2013.



**President, Treasurer, Board of Governors**

**Grand Traverse Leelanau Antrim Bar Association**

July 2002 – June 2006

The bar association is a nonprofit organization of lawyers in northwestern lower Michigan. The bar association's mission is to maintain the highest professional standards and competence among attorneys, to promote collegiality and camaraderie among attorneys, to improve the administration of justice, and to provide law-related service and education to its members and the public. I served as Treasurer of the association from 2002 to 2004. From 2005-2006, I served as President.

SONDEE, RACINE & DOREN, P.L.C.  
Attorneys at Law  
310 West Front Street Suite 300  
Traverse City, MI 49684-2204  
Telephone (231) 947-0400  
Federal I.D. No. 38-2444491

Payments received after the statement date are NOT included

Page: 1  
10/31/2022

Client No.  
STATEMENT NO: 32

General Legal Services

DATE	Description of Services	Rate	HOURS
10/03/2022	KAZ		
10/05/2022	KAZ		
10/12/2022	KAZ		
10/14/2022	KAZ		
10/17/2022	KAZ		
10/18/2022	KAZ		
FOR CURRENT SERVICES RENDERED			
RECAPITULATION			
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>
	Karrie A. Zeits		<u>TOTAL</u>

DATE	Expense Type	Amount
	TOTAL EXPENSES	
	PREVIOUS BALANCE	

General Legal Services

TOTAL CURRENT WORK AND EXPENSES

10/31/2022

Payment

BALANCE DUE

---

*Please make checks payable to Sondee, Racine & Doren, PLC  
Please put your client number on checks*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

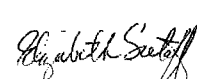
<b>PRODUCER</b> Larkin Group of Traverse City 13900 S West Bay Shore Drive  Traverse City MI 49684		<b>CONTACT NAME:</b> Tracy Merriman <b>PHONE (A/C, No, Ext):</b> (231) 947-8800 <b>FAX (A/C, No):</b> (231) 346-6111 <b>E-MAIL ADDRESS:</b> tmerriman@larkgrp.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Cincinnati Ins Co.	
		<b>INSURER B:</b> Allmerica Financial Benefit Ins	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 22/23 Master Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ECP 0374065	02/26/2023	02/26/2024	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							DEFECO \$ 50,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			ECP 0374065	02/26/2023	02/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							PIP-Funeral expense \$ 1,750
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			ECP 0374065	02/26/2023	02/26/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			W2W9466986	02/26/2022	02/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER
			E.L. EACH ACCIDENT \$ 100,000				
			E.L. DISEASE - EA EMPLOYEE \$ 100,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				
A	Crime			ECP 0374065	02/26/2023	02/26/2024	Emp Dishonesty \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Informational Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alta Professional Insurance Services Agency 14141 Farmington Road  Livonia MI 48154	<b>CONTACT NAME:</b> Mary Camilleri <b>PHONE (A/C, No, Ext):</b> (734) 432-2075 <b>FAX (A/C, No):</b> (734) 786-0067 <b>E-MAIL ADDRESS:</b> mcamilleri@altaproinsurance.com														
<b>INSURED</b> Sondee, Racine & Doren, PLC 310 West Front St, Ste 300  Traverse City MI 49684	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Wesco Insurance Company</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Wesco Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Wesco Insurance Company															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** CL2171201264**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability			WPP1024150-10	04/15/2022	04/15/2023	\$500,000 Each Claim \$1,000,000 Aggregate \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Informational Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Proposals  
**Legal Services**

Prepared for  
**Township of Tuscarora**  
**Cheboygan County**

Contact:  
**Matthew W. Cross**  
406 Bay Street, Suite 300  
Petoskey, MI 49770  
(231) 348-6430 • [mcross@plunkettcooney.com](mailto:mcross@plunkettcooney.com)

## **1. Scope of Services**

Plunkett Cooney would like to take this opportunity to thank the Township of Tuscarora for inviting the firm to submit this proposal to provide legal services.

We have reviewed the scope of work provided in the legal services Request For Proposal (RFP), and our attorneys are well-qualified and possess the necessary experience to provide the legal services outlined in the Township' RFP.

Plunkett Cooney's proposed legal team members would consider it an honor to serve the Township of Tuscarora. They feel strongly that, if selected, they can provide tremendous value by leveraging our firm's collective experience, bench strength and broad range of services. If for any reason the Township decides to select or retain multiple firms for specific services, it will not affect our overall proposal/submittal.

Plunkett Cooney's attorneys work alongside their municipal clients each day to provide counsel and assistance with an array of legal matters, civil assignments and insurance matters. As was outlined in the Township's scope of work, they routinely provide legal updates and attend public and special meetings for their clients. Our attorneys have worked to resolve litigation and regulatory matters, as well as to prepare formal opinions on the legal ramifications and implications of such matters. They have also drafted and reviewed complex legal documents, resolutions, special assessments, deeds, ordinances, agreements and contracts, all while having provided proactive legal advice on actions taken or contemplated.

These matters involve the purchase and sale of real and personal property, environmental law, intergovernmental contracts, public/private partnership agreements and zoning/planning matters. Our attorneys have prepared and counseled clients regarding issues pertaining to annuities, election law and financial matters with the exception of municipal bonds. They have also provided bankruptcy and foreclosure assistance.

In addition, our attorneys have also successfully directly defended municipal clients in a range of litigation. These claims routinely include public officials' errors and omissions, employment disputes, construction claims, environmental liability, recreational and medicinal cannabis, motor vehicle negligence, civil rights, real property, tax disputes, toxic torts, public safety liability and premises liability. They have also defended matters before Michigan's Tax Tribunal and State Tax Commission.

For over 30 years, Plunkett Cooney has served as outside panel counsel for the Michigan Municipal League Liability and Property Pool. In addition, our attorneys directly represent cities, villages, counties and townships as primary counsel. Below is a partial list of the many governmental clients the firm recently or currently represents:

City of Boyne City	County of Antrim
City of Charlevoix	County of Emmet
City of Davison	County of Genesee
City of Detroit	County of Kent
City of Dexter	County of Lapeer
City of East Lansing	County of Otsego
City of Harbor Springs	Charter Township of Ypsilanti
City of Imlay City	Delta Charter Township
City of Lansing	Torch Lake Township
City of Menominee	Van Buren Township
City of Northville	West Traverse Township
City of Petoskey	Village of Blissfield
City of Portland	Village of Breckenridge
City of Romulus	Village of Clinton
City of Saginaw	Village of Mackinaw City
City of Sault Ste. Marie	Village of Otisville
City of Southfield	
City of the Village of Douglas	
City of Wyandotte	
City of Ypsilanti	



## **2. Background of the Law Firm or Individual**

Established in 1913, Plunkett Cooney is one of Michigan's oldest and most accomplished full-service law firms, and it continues to rank among the state's largest law firms with approximately 140 attorneys. Headquartered in Bloomfield Hills, the firm maintains seven offices in Michigan, including one in nearby Petoskey.

For nearly 110 years, Plunkett Cooney attorneys have been practicing law in the state of Michigan. Our attorneys have handled virtually all aspects of governmental law on behalf of townships, villages, cities, counties and quasi-government institutions.

This experience includes labor and employment law, collective bargaining contracts, Act 312 arbitrations, general legal services (i.e., contracts, policies, procedures, risk management, Robert's Rule of Order, FOIA, open meetings, etc.), zoning board issues, land use, industrial development, environmental matters, tax issues, utility commission issues, public officials' errors and omissions, motor vehicle accident claims and slip, trip and fall cases, election law, Brownfield development, charter revisions and redrafting of master plans, intergovernmental agreements, telecommunications contracts, public works agreements, ordinance violations and prosecutions, regulatory matters, construction law, legislative affairs, real estate and eminent domain, among others.

Plunkett Cooney proposes attorney **Matthew W. Cross**, who is a member of our Petoskey office, to serve as township attorney for Tuscarora. It will be Mr. Cross' responsibility to ensure proper coverage for all of the Township's legal matters. He will be joined on the service team by two experienced municipal attorneys, both of whom have expertise in the areas of general governmental law and related litigation.



An experienced municipal attorney with 10 years in practice, Mr. Cross has handled numerous matters for various municipalities and public agencies. He currently serves as Assistant City Attorney for the cities of Boyne City and Petoskey, and he also previously served as outside counsel to Otsego and Antrim counties in northern Michigan.

Mr. Cross regularly handles the matters outlined in the Authority's RFP, including reviewing/negotiating/drafting contracts, planning/zoning representation, resolution and ordinance review/drafting, election law and financial matters consultation, Michigan Tax Tribunal advocacy, real property transaction documents review/drafting, and intergovernmental agreements review/drafting.

Mr. Cross has also handled matters involving the Michigan Open Meetings Act (OMA) and the Michigan Freedom of Information Act (FOIA). His employment law expertise includes litigating disputes involving the Family & Medical Leave Act (FMLA), Americans

with Disabilities Act (ADA) and a range of other employment-related disputes. His experience also includes representing several counties and their agencies (fire departments, road commissions and commissions on aging).

Joining Mr. Cross as members of Plunkett Cooney's proposed legal team are **James J. Murray** and **Laura M. Dinon**, both of whom are highly experienced governmental law attorneys.

Mr. Murray is the managing partner of the firm's Petoskey office. During his 35-year career, he has gained extensive experience representing municipal clients, and he currently serves as the attorney for the cities of Boyne City and Petoskey, as well as for Bay Township.



In his role as a city attorney, Mr. Murray routinely drafts ordinances and related amendments to address a range of issues, including signage and noise standards. He is also tasked with prosecuting ordinance violations and defending his municipal clients when they become involved in litigation in such areas as police liability and public officials' errors and omissions. In addition, Mr. Murray negotiates and drafts Act 425 and other inter-local agreements. He addresses property tax appeals and advises his clients on numerous types of employment law matters, including the negotiation of collective bargaining agreements. Mr. Murray has also represented numerous other municipalities in the defense of zoning and land use disputes.

In addition, Mr. Murray is a former member of the Board of Directors for both the Michigan Association of Municipal Attorneys (MAMA) and the Michigan Municipal League Legal Defense Fund.

A senior attorney in the firm's Petoskey office, **Laura Dinon** concentrates her practice primarily on the representation of public and private employers in all aspects of employment law, including labor relations.



With over 30 years of experience, Ms. Dinon is available to assist Tuscarora with employment liability cases and human resources counseling. She represents a range of clients from small to medium size businesses and municipalities to health care providers and insurance companies. She handles cases in federal and state courts, as well as arbitrations and administrative agency hearings.

Ms. Dinon also advises her clients on workforce management issues, including hiring, firing, discipline, leaves, regulatory compliance and all other employment related issues up to and including litigation. She assists them with drafting contracts and policies, as

well as with implementation, training, and interpretation of those policies and contract requirements.

### **Minimum Qualifications**

The members of Plunkett Cooney's proposed legal team meet the minimum qualifications for township attorney. They possess law degrees from American Bar Association accredited colleges or universities. They are also members in good standing of the State Bar of Michigan. As indicated above, our team members possess extensive knowledge and experience in the areas of municipal law and litigation, including trial experience, and with respect to contract law.

*Please see the professional resumes for Mr. Cross, Mr. Murray and Ms. Dinon, which can be found following the answer to question 3.*

### **Conflict Check**

Based on a review of our conflict checking database, we are not aware of any conflicts that would prevent Plunkett Cooney from representing the Township of Tuscarora. The firm has not represented the Township in the past .

We understand your sensitivity regarding potential conflicts of interest, and we share your concern. Whenever a new matter is opened, our file room personnel search our conflicts database and notify the assigned attorney and firm management of any potential conflicts that arise from that search. In the event that a potential conflict is identified, we will proactively work with Township officials to resolve the situation.

**3. Complete professional resume and work-related references for the individual(s) being proposed to serve as Township Attorney(s).**

The firm would like to offer the following references:

Mike Cain, City Manager  
**City of Boyne City**  
319 N Lake St  
Boyne City MI 49712  
(231) 582-6597

Mark Heydlauff, City Manager  
**City of Charlevoix**  
210 State Street, Second Floor  
Charlevoix, MI 49720  
(231) 547-3270

Dan Thorpe, Executive Director  
**Lake Charlevoix EMS Authority**  
PO BOX 731  
Charlevoix MI 49720  
(231) 547-7172

Brett Botbyl, City Manager  
**City of Menominee**  
2511 10<sup>th</sup> Street  
Menominee, MI 49858  
(906) 863-1747

Following are the professional resumes for Mr. Cross, Mr. Murray and Ms. Dinon.

#### 4. Synopsis of Relevant Documented Cases

We are pleased to provide the following summaries of documented cases to demonstrate experience and expertise of our attorneys related to the scope of services in the Township's RFP. Our attorneys would be happy to meet with Township officials to expand upon this overview.

A member of Plunkett Cooney's proposed team represented the city clerk for the City of Petoskey in a mandamus action challenging his decision to approve ballot language for a voter-initiated ordinance. Our firm successfully defended that claim, obtaining a dismissal, and the measure appeared on the 2022 ballot.

Plunkett Cooney team members represented the City of Petoskey's Zoning Board of Appeals in an appeal involving a variance denial. Our attorneys obtained a dismissal in Emmet County Circuit Court, which was later affirmed by the Michigan Court of Appeals.

The firm represented the City of Menominee in five lawsuits filed by recreational marijuana applicants who were denied licenses. Those claims were for (1) denial of due process; (2) denial of equal protection; (3) violation of the Open Meetings Act (OMA); and (4) violation of the Michigan Regulation and Taxation of Marihuana Act (MRTMA). Our attorneys obtained dismissal of all claims, excluding the MRTMA claims, which are the subject of a pending motion for summary disposition. One applicant appealed the trial court's dismissal of the equal protection and OMA claims, and our firm is representing the city on appeal, as well.

A member of Plunkett Cooney's proposed team successfully defended the City of Manistee against environmental liability in the landmark case of *Nemeth v Abonmarche Development, Inc.*, 456 Mich 851; 568 NW2d 89 (1997)

A proposed legal team member reviewed and prepared intergovernmental agreements between the cities of Petoskey and Boyne City, along with other governmental entities. A recent example was an agreement between the City of Petoskey and Petoskey Public Schools for a school resource officer, which resulted in the city council voting to appoint an officer from the Petoskey Department of Public Safety.

The firm routinely reviews and prepares resolutions and ordinances for the cities of Petoskey and Boyne City. The most recent example is a short-term rental ordinance that was enacted by the City of Boyne City.

## **5. Sample Statement**

The following sample statement provided to the Township of Tuscarora is a standard bill issued by Plunkett Cooney. As you will see, legal services are broken down by issue, time spent on each issue and general legal work. It also includes other relevant billing details. If applicable, prosecution and defense time spent in district and or circuit courts will be included. The firm's standard billing cycle is 30 days.



## Professional Services Invoice

Any Town USA  
123 Central Avenue  
Anytown, MI 48192

12/20/22  
Invoice #: 10868817  
Thru Date: 12/20/22

Attention: City Manager

Billing Attorney: 0000 – Attorney, John  
RE: Doe v Anytown USA

Opposing Party: John Doe

Open Date: 03/01/02  
Our File: 17000-25000  
Your File: ABC1234

---

Current Fees Due	\$1,834.00
Current Disbursements	<u>0.00</u>
 Total This Invoice	 \$1,834.00
Total Amount Due	<u><u>\$1,834.00</u></u>

Please remit to:

Via Check:  
Plunkett Cooney  
38505 Woodward, Ste. 100  
Bloomfield Hills, MI 48304

Via ACH:  
Bank Name: PNC Bank  
ABA: 021052053  
Bank Location: Cleveland, OH  
Bank Account Number: 89429274  
Bank Account Name: Plunkett Cooney, P.C.

Remittance to: remit-mailbox@plunkettcooney.com

## BILL FOR SERVICES RENDERED

<u>Date</u>	<u>TKPR</u>	<u>DESCRIPTION</u>	<u>HRS</u>	
07/01/22	JD	PLAN AND PREPARE FOR REVISIONS TO DISTRICT COURT BRIEF; MEETING WITH ZONING STAFF; CALLS FROM ATTORNEY RE: DEPOSITIONS.	2.50	462.50
07/05/22	DJA	PLAN AND PREPARE FOR CONFERENCE WITH CIRCUIT COURT RE: ACME BUILDING SUPPLY COMPANY V TURCARORA TWP ET AL (SMITH CONSOLIDATION MATTER).	0.10	15.00
07/16/22	JD	PLAN AND PREPARE FOR DISCUSSION WITH BANK ATTORNEY; REVIEW COURT RECORDS; MEET WITH MANAGER AND PREPARE OPINION LETTER; MEETING WITH MAYOR.	5.80	1,073.00
		TOTAL ATTORNEY HOURS AND FEES	8.40	\$1,550.50
07/25/22	JEB	PLAN AND PREPARE FOR OPINION LETTER REGARDING REMOVAL OF WALKWAYS AND THREATENED LITIGATION	2.10	283.50
		TOTAL NON-ATTORNEY HOURS AND FEES	2.10	\$283.50
TOTAL HOURS AND FEES			10.50	\$1,834.00
NET FEES DUE				<u>\$1,834.00</u>

## HOURS RECAP

	<u>HOURS</u>		<u>RATE</u>	<u>AMOUNT</u>
	8.30	@	185.00	1,535.50
	.10		150.00	15.00
	2.10	@	135.00	283.50
TOTALS	10.50			\$1,834.00

## ATTORNEY RECAP

<u>TIMEKEEPER</u>	<u>HOURS</u>		<u>RATE</u>	<u>AMOUNT</u>
1111 – Jones, Dave	0.10	@	150.00	\$15.00
1124 – Doe, Jane	8.30	@	185.00	\$1,535.50
0213 – Bug, June	2.10	@	135.00	\$283.50
TOTAL HOURS AND FEES	10.50			\$1,834.00
NET FEES				<u>\$1,834.00</u>
<b>TOTAL BILL FOR SERVICES RENDERED</b>				<b><u>\$1,834.00</u></b>



## 6. Hourly Fee Schedule

We understand that controlling legal costs is a major challenge and goal for many of our clients. It is our goal to be your partner, not only by providing outstanding legal counsel, but by working with you to control legal costs.

The firm utilizes American Bar Association Uniform Task Based Billing Codes for all time entry, and our attorneys provide their clients with detailed descriptions of billable activities each month. The firm's standard billing unit is based upon 0.1 hour increments, and, as was previously stated, the standard billing cycle is 30 days.

We are pleased to propose the following fee schedule for legal services rendered to the Township of Tuscarora under the terms of this RFP.

**Partners & Senior Attorneys: \$250 per hour**

**Associates: \$200 per hour**

**Paralegals: \$110**

Other expenses to be charged above the hourly fee include the following:

Internal copies	\$0.25 per copy
External copies	At actual cost
Color copies	\$0.50 per copy
Electronic filings	\$0.10 per page
Mileage	\$0.62 per mile
Overnight delivery service (only when necessary)	At actual cost
Electronic research (only when necessary)	At actual cost

## **7. Statement of Availability**

Every Plunkett Cooney attorney is available by office phone, smart phone and email. Officials for the Township of Tuscarora can expect to hear back from our proposed legal team members the same day and typically within an hour of voice or emails being received. Our attorneys understand the importance of responsiveness, and they are committed to being accessible in order to provide prompt legal service and advice. Members of our proposed legal team will be available to attend meetings of the Township Board of Trustees and the Township's other Boards and Commissions when requested by the Township Board.

**8. Worker's Compensation and Unemployment Compensation Insurance Coverage Statement**

Plunkett Cooney confirms that it currently maintains workers' compensation and unemployment compensation insurance coverage, and it will maintain this coverage while providing legal services for the Township of Tuscarora.

**9. General Liability and Professional Liability Malpractice Coverage Statement**

Plunkett Cooney confirms that it currently maintains general liability and professional liability malpractice coverage for its employees of not less than \$1 million at all times and general liability insurance for not less than \$1million per occurrence, and it will maintain this coverage while providing legal services for the Township of Tuscarora.

## Fee Structure

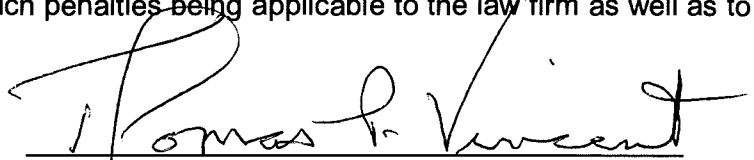
***In addition to the above, the Township remains open to a variety of compensation approaches, including hourly rates and/or retainer rates with "add-ons." If the applicant wishes to provide a proposal for any definable service on a flat rate monthly or yearly basis, please specify in your proposal. Such a proposal should specify and define the specific work to be performed on a flat rate, the amount on a monthly or annual basis, and specify in detail any add-ons, additions or reductions contemplated within the proposal.***

Plunkett Cooney is willing to work with the Township of Tuscarora to explore the various forms of alternative fee arrangements available for managing costs and assignments. The firm works with a number of clients using these types of arrangements for specific assignments and/or tasks. While these arrangements can be effective, it has been our experience that a review of the client's prior legal services history is necessary to arrive at a mutually beneficial arrangement. We are certainly willing to meet with Township officials to review such historic information as hours billed by matter type, hourly rates, budgets, litigation philosophy and other information that would allow us to properly price an alternative fee schedule.

### NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the law firm certifies that:

1. This proposal has been independently arrived at without collusion with any other law firm or with any competitor or potential competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this service, to any other law firm, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit a proposal.
4. The person signing this proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the law firm as well as to the person signing on its behalf.

A handwritten signature in black ink, reading "Thomas P. Vincent", is written over a horizontal line.

By: Thomas P. Vincent

Its: President & CEO

Address: 38505 Woodward Ave., Suite 100

Bloomfield Hills, MI 48304

Contact: Matthew W. Cross, (231) 348-6430

## Addendum 1

Firm / Attorney Name:	Plunkett Cooney
Primary / Lead Attorney	Matthew C. Cross
Hourly Rate: General Township Services	Partners & Senior Attorneys: \$250 per hour Associates: \$200 per hour Paralegals: \$110
Alternate rate options:	Plunkett Cooney is willing to work with the Township of Tuscarora to explore the various forms of alternative fee arrangements available for managing costs and assignments. The firm works with a number of clients using these types of arrangements for specific assignments and/or tasks. While these arrangements can be effective, it has been our experience that a review of the client's prior legal services history is necessary to arrive at a mutually beneficial arrangement. We are certainly willing to meet with Township officials to review such historic information as hours billed by matter type, hourly rates, budgets, litigation philosophy and other information that would allow us to properly price an alternative fee schedule.
Additional Costs (copying charges, mileage, phone, etc.)	Internal copies ..... \$ 0.25 per copy External copies ..... At actual cost Color copies ..... \$0.50 per copy Electronic filings ..... \$0.10 per page Mileage ..... \$0.62 per mile Only when necessary: Overnight delivery service ..... At actual cost Electronic research ..... At actual cost
Size of Firm:	A professional corporation, Plunkett Cooney has 284 employees with 141 attorneys.
Primary / Lead attorney's relevant experience and years of practice:	<b>Matthew W. Cross</b> is a member of Plunkett Cooney's Petoskey office, and he is the firm's proposed primary attorney who would serve as township attorney for Tuscarora.

	<p>An experienced municipal attorney with 10 years of experience, Mr. Cross has handled numerous matters for various municipalities and public agencies. He currently serves as Assistant City Attorney for the cities of Boyne City and Petoskey, and he also previously served as outside counsel to Otsego and Antrim counties in northern Michigan.</p> <p>Mr. Cross handles the matters outlined in the Authority's RFP, including reviewing/negotiating contracts, representation in zoning issues, reviewing and preparing resolutions and ordinances, consulting on election law and financial matters, representation before the Michigan Tax Tribunal, reviewing and preparing documents for the purchase of real property and reviewing and preparing intergovernmental agreements.</p> <p>Mr. Cross has also handled matters involving the Michigan Open Meetings Act (OMA) and the Michigan Freedom of Information Act (FOIA). His employment law practice involves litigating disputes under the Family &amp; Medical Leave Act (FMLA), Americans with Disabilities Act (ADA) and a range of other employment-related disputes. His experience includes representing several counties and their agencies (fire departments, road commissions and commissions on aging).</p>
State the areas of legal expertise in which the firm can provide a specialized attorney(s):	In addition to the areas of legal expertise outlined in the firm's response to the Township's RFP, additional areas of practice for which the firm has specialized attorneys include appellate law, labor and employment law, civil rights, constitutional law, environmental law, general liability, workers' compensation, motor vehicle liability, premises liability and prosecutions.
State any conflict or other failure to meet the conditions of the Legal RFP (req'd insurance, etc.):	There are no conflicts or other failures to meet the conditions of this RFP.
Brief Statement of firm's unique qualifications and benefits to Tuscarora Township:	Plunkett Cooney's philosophy for providing legal services is quite simple. We are



	<p>committed to providing a range of the highest quality legal services for clients across and beyond the state of Michigan at a reasonable cost, and in an atmosphere for professional fulfillment, economic advancement and security for all of our employees.</p> <p>We are committed to the highest ethical standards. We act with professionalism and civility in all our endeavors. And we strive to exceed our clients' expectations for quality and service.</p> <p>Every Plunkett Cooney attorney is available by office phone, smart phone and email. Township officials can expect to hear back from our proposed legal team members the same day and typically within an hour of voice or emails being received. Our attorneys understand the importance of responsiveness, and they are committed to being accessible in order to provide prompt legal service and advice.</p> <p>Like our attorneys, the firm's legal support staff members take pride in providing exceptional client service. As part of our client service team, they will be committed to promptly addressing all of the Township's needs. They will also be available to assist in locating attorneys in emergency situations or contacting other service team members should the situation warrant.</p> <p>It is also noteworthy that the firm employs a full-time research librarian who is also a credentialed attorney. Working with his staff, these professionals can quickly and expertly research case law, statutes and other resources to provide our frontline attorneys with the information they need to expeditiously draft high quality legal opinions.</p> <p>If assignments involve litigation, an early analysis and opinion report will be prepared to identify the legal issues involved in each case and to outline various defense options</p>
--	---

	<p>available to the Township of Tuscarora. As part of this process, a litigation management budget can also be prepared to provide the Township with an estimate of anticipated resources and costs required to efficiently handle the matter to a successful conclusion.</p> <p>Lastly, our attorneys work hard to add value. Whether answering questions from the public, dealing with the media or providing complimentary or discounted in-service training for staff, they partner with their clients to achieve their business goals and to otherwise position them for success.</p>
References:	<p>The firm has represented hundreds of governmental entities, nonprofits and municipalities. In the interest of brevity, we offer the following, which is just a sampling, references:</p> <p>Mike Cain, City Manager  <b>City of Boyne City</b>  319 N Lake St  Boyne City MI 49712  (231) 582-6597</p> <p>Mark Heydlauff, City Manager  <b>City of Charlevoix</b>  210 State Street, Second Floor  Charlevoix, MI 49720  (231) 547-3270</p> <p>Dan Thorpe, Executive Director  <b>Lake Charlevoix EMS Authority</b>  PO BOX 731  Charlevoix MI 49720  (231) 547-7172</p> <p>Brett Botbyl, City Manager  <b>City of Menominee</b>  2511 10<sup>th</sup> Street  Menominee, MI 49858  (906) 863-1747</p>

Open.P1410.P1410.30185740-1

Open.FIRMADMIN.PD.30208225-1

**MACARTHUR LAW FIRM**

**TIMOTHY P. MACARTHUR**

ATTORNEY AT LAW

9911 N. STRAITS HWY.  
CHEBOYGAN, MICHIGAN 49721-2221

(231) 627-3163  
FAX (231) 627-6558

December 27, 2022

Mr. Jay Reidsma  
Tuscarora Township Clerk  
3546 South Straits Hwy  
P.O. Box 220  
Indian River, MI 49749

Re: Proposal for Position of Tuscarora Township Attorney

Dear Mr. Reidsma:

Enclosed with this letter is an original and PDF copy of a proposal to provide legal services to Tuscarora Township. I am willing to meet with you or any representatives of the Township Board of Trustees to discuss any aspect of this proposal. The materials included in your bid specifications relative to insurance can be provided at any time. I have workers compensation insurance on my employees and general liability insurance and professional liability insurance with a \$1,000,000.00 policy limit.

I began representing townships in 1981. At present, my firm represents 15 of the 19 Cheboygan County townships as well as three townships in Emmet and Presque Isle counties. I annually attend the MTA legal institute which is held on the first day of the annual MTA convention. I have successfully litigated township matters in the 53<sup>rd</sup> Circuit Court, the Michigan Tax Tribunal, the Michigan Court of Appeals and the Michigan Supreme Court. I can provide detailed information on the litigation in which my firm has been involved and I can provide writing samples if your board members wish.

Thank you for your attention to this submission.

Sincerely,



Timothy P. MacArthur

TPM/lkpk  
enc.

**TOWNSHIP OF TUSCARORA  
RESPONSE TO REQUEST FOR PROPOSAL  
CONCERNING LEGAL SERVICES**

**Submitted by:  
MacArthur Law Firm**

**December 27, 2022**

- A. Bid Submittal and Project Representative. One (1) original proposal will be submitted to Mr. Jay Reidsma, Tuscarora Township Clerk prior to the deadline of December 27, 2022 at 4:00 p.m.

This proposal is signed by Timothy P. MacArthur of MacArthur Law Firm. This proposal is valid for a period of sixty (60) days. The firm recognizes that Tuscarora Township is not liable for any of the costs incurred in preparing this proposal.

- B. Right of Refusal. Timothy P. MacArthur recognizes that Tuscarora Township has the right to reject all or any proposal, to negotiate separately with any source, to waive irregularities in the proposal, and to accept the proposal which best meets the needs of Tuscarora Township.

- C. Disclosure of Proposals. Timothy P. MacArthur recognizes that this proposal is subject to disclosure under the Michigan Freedom of Information Act.

- D. Independent Price Determination. Timothy P. MacArthur certifies:

1. That the prices in this proposal have been determined independently and without consultation with competitors;
2. That the prices contained in this proposal have not been knowingly disclosed to any other competitor; and
3. That this firm has not attempted to induce any other firm to submit or not submit a competitive proposal.

- E. Pricing Decisions. Timothy P. MacArthur certifies:

1. That he is the sole owner of his law firm and is responsible for the decisions concerning legal fee pricing being offered in this proposal and will not participate in any action contrary to D.1,2 and 3 above.

- F. Insurance Requirements. MacArthur Law Firm will provide and maintain public and professional liability insurance in an amount of not less than \$1,000,000 and property damage, and worker's compensation insurance protecting all relevant parties. Documentation will be provided to the Tuscarora Township prior to execution of a contract. A certified copy of the liability policy can be provided to Tuscarora Township. All minimum insurance requirements set forth in the RFP will be met.
- G. Tuscarora Township Expectations. Timothy P. MacArthur agrees to attend regular and special meetings of the Tuscarora Township Board of Trustees, when requested. However, counsel has three (3) other townships as clients which meet on the same day and time, so attendance at board meetings will be on a first come, first serve basis.
- H. Independent Contractor. Timothy P. MacArthur agrees to the status as independent contractor as set forth in this subparagraph.

## **1. PHILOSOPHY OF LAW FIRM**

MacArthur Law Firm and is dedicated to providing quality legal services to its municipal clients for a reasonable fee. Legal counsel for a public sector client must be able to lay out the options that the client may take in a clear and concise manner. Legal counsel must realize that he or she is not retained to make policy decisions, but to assist the client in those decisions by providing the best possible fact finding and legal opinions.

There are times when legal options will have risks associated with them and an attorney may not be able to say with certainty what may occur in the future. In those cases, legal counsel must be able to analyze those risks and inform the client of the prospective risks that may result from a particular decision or action.

If an objective has been articulated by the client, the attorney should engage in appropriate fact finding and legal research to determine which actions need to be completed to accomplish the goal. At other times, different proposals to accomplish an objective may be laid before the client for decision. In those cases, legal counsel needs to reflect on the possible consequences of each proposal and advise the client as to the possible outcomes of pursuing one proposal over another.



We believe it is important that legal counsel to a municipality be familiar with that municipality and the issues facing it. MacArthur Law Firm is located at 9911 North Straits Highway, Cheboygan, MI 49721. The firm's attorneys and its employees all live locally and contribute to our community. We are knowledgeable about local issues.

## **2. LAW FIRM EXPERIENCE**

MacArthur Law Firm is operated as a general practice, full service, law firm, specializing in municipal law. The firm employs one full-time legal assistant, one full-time paralegal and one part-time legal assistant, all of whom are from and reside in Cheboygan County.

Timothy P. MacArthur has been an attorney since November of 1979 and began practicing municipal law in 1980. He is a cum laude graduate of the Detroit College of Law (now Michigan State University Law School). From 1979 until 1985 he was a sole practitioner. In 1985 he accepted the position as Chief Legal Officer of Citizens National Bank of Cheboygan and continued in that employment until 1988 when he formed a law firm with attorney, Scott L. Pavlich known as "Pavlich & MacArthur." That law firm continued in existence until 1998 when Mr. Pavlich was appointed to the bench.

In April of 1998, Mr. MacArthur established "MacArthur Law Firm". In 2000, he was appointed to serve as Cheboygan County Prosecuting Attorney which involved serving as civil counsel to the County of Cheboygan.

The firm represents many municipal units, including Aloha, Benton, Beaugrand, Burt, Forest, Grant, Hebron, Inverness, Koehler, Mackinaw, Mentor, Nunda, Munro, Waverly, Wilmot Townships and the Village of Wolverine. It also represent municipal units outside of Cheboygan County. In addition, the Inverness Fire Department and two (2) other fire departments are represented by the firm.

## **3. MUNICIPAL LAW EXPERIENCE**

MacArthur Law Firm served as legal counsel for eighteen (18) different townships and one village.

- A. Contracts - Drafted and reviewed numerous contracts for municipal and private clients including, but not limited to, independent contractor contracts, franchises, licenses, settlement agreements, land contracts, and options.

- B. Planning and zoning - The firm currently represents the Burt Township ZBA, Planning Commission and the Burt Township Zoning Administrator.
- C. Environmental, including solid waste, water and wastewater - Familiar with grant and loan issues regarding municipal sewer projects; represents Inverness Township which has its own sewer system; represented Nunda Township regarding a special assessment district for an \$800,000 bond issue to repair the dam and contain the waters of Wildwood Lake.
- D. Municipal law - The firm has represented numerous townships and a village in Cheboygan County as well as townships outside of Cheboygan County. It represents a DDA, fire boards and fire departments as well. Mr. MacArthur has successfully represented municipalities in the Michigan Tax Tribunal, Michigan Court of Appeals and the Michigan Supreme Court. The firm has set up special assessment districts, drafted ordinances, drafted propositions, advised our clients on land use and planning issues, zoning appeals and amendments to zoning ordinances.
- E. Ordinance drafting and adoption - Has drafted numerous ordinances, including, franchise ordinances, blight ordinances, land division ordinances, cemetery ordinances, fire charge ordinances, adult entertainment ordinances, boating ordinances. Copies can be provided upon request.
- F. Open Meetings Act - Routinely advises municipal clients on OMA issues many times a year. Very familiar with the OMA.
- G. Freedom of Information Act - Routinely advises municipal clients on FOIA issues many times a year. Has successfully defended FOIA lawsuits in the Cheboygan County Circuit Court and the Michigan Court of Appeals.
- H. Conflict of Interest and incompatibility of office - Advises municipal clients on these issues several times a year.
- I. Real Estate - Handles between 20 and 25 real estate transactions per year; completely familiar with all aspects of real estate law.



- J. Elections - Has drafted many ballot proposals for elections; extremely familiar with election procedures; extremely familiar with recall and recount procedures.
- K. Economic Development - Represents the Inverness Township Downtown Development Authority; familiar with Brownfield redevelopment issues and Obsolete Property Rehabilitation tax abatements.
- L. Human Resources - Has drafted personnel policies, employee manuals and employee evaluations for private clients; familiar with collective bargaining agreements; has advised private and public clients on personnel issues; currently active in managing a four person firm at present.

Synopsis of some cases handled by MacArthur Law Firm involving municipal issues:

- 1. Haley v Nunda; Case No. 02-006984-CZ: Nunda Township was sued in 53<sup>rd</sup> Circuit Court for a violation of FOIA. In a bench trial, the Township prevailed. The Judgment was appealed to the Michigan Court of Appeals where the Township also prevailed, then the case was appealed to the Michigan Supreme Court which denied leave to appeal. All litigation was handled by Timothy P. MacArthur.
- 2. Gardner v. Inverness Township; File No. 07-7674, CZ Inverness Township was sued in 53<sup>rd</sup> Circuit Court over construction of a road. The case involved insurance defense as to several of the claims. The Township prevailed on the issue of the construction of the road. The insurance carrier settled as to the claims involving it. The non-insurance litigation was handled by Timothy P. MacArthur.
- 3. Courtyards of Mackinaw, LLC v Mackinaw Twp; MTT Docket No. 391162 This was an appeal of a tax assessment made by the Mackinaw Township assessor. The case was resolved by stipulation of the parties in the Michigan Tax Tribunal. Mackinaw Township was represented by Timothy P. MacArthur.
- 4. Superior Hotels, LLC v Township of Mackinaw, MTT Docket No. 313228 This was an appeal of a tax assessment correction made by the Mackinaw Township assessor based on mutual mistake. The township did not prevail at the Michigan Tax Tribunal as the case was tried by stipulation. Mackinaw Township was represented by Timothy P. MacArthur.

5. Superior Hotels LLC v Mackinaw Township, Michigan Tax Tribunal Case No. 313228, COA File No. 276836 The ruling in the above MTT case was appealed to the Michigan Court of Appeals by Mr. MacArthur and the township prevailed in the Court of Appeals reversing the ruling of the MTT. The Petitioner then appealed to the Michigan Supreme Court where the case was argued and Mackinaw Township prevailed in a unanimous ruling. Mackinaw Township was represented by Timothy P. MacArthur in both appeals.

#### **4. CLIENT SUPPORT**

##### **DEDICATED SUPPORT STAFF PERSON**

If retained, a decision has been made to assign a specific support staff person to be a liaison person between the township representative and the Firm.

##### **UP TO DATE RESOURCES**

Our office has an up-to-date municipal law library, including publications from Michigan State University, the Michigan Townships Association, and the Michigan Municipal League. It is equipped with up to date computer systems and a computerized legal research capability which allow us to receive opinions from the appellate courts and the Attorney General almost instantly. In addition, Mr. MacArthur regularly attends municipal law educational seminars to keep advised of changes or updates in municipal law.

##### **PRIMARY ATTORNEY**

Timothy P. MacArthur will be the attorney (resume attached) responsible for municipal work for Tuscarora Township. The Firm is set up with e-mail accounts for the prompt transmission of written communications and the attorney has a cell phone to insure close and continuing communication with the client. Mr. MacArthur has no other contracts with Tuscarora Township and knows of no conflict of interest situations that exist between Tuscarora Township and his current clients.

## 5. FEES

### A. One (1) Year Fixed Hourly Billing Proposal Covering all Legal Services

MacArthur Law Firm is prepared to provide a fixed hourly rate for the next year as follows:


1. \$200.00 per hour for non-litigation legal services;
2. \$240.00 per hour for litigation related legal services

Since we are a local firm, Tuscarora Township will not be charged for mileage or travel time to attend meetings or court hearings. The firm would charge for mileage and travel time if we are required to defend Tuscarora Township in the state appellate courts. Copy costs will be billed at \$.25/page; emails will be billed at \$1.00/page and mileage will be billed at the Federal/IRS rate (currently 62.5 cents).

We would charge for normal expenses associated with litigation, including court fees, witness and expert fees, deposition fees, investigation costs, transcript costs, extraordinary copies or postage, computerized legal research.

Respectfully submitted,

MacArthur Law Firm

  
Timothy P. MacArthur  
Attorney at Law

## **TIMOTHY P. MACARTHUR**

9126 North Straits Highway • Cheboygan, Michigan 49721 •

231/627-3163 office

---

### **Personal**

68 years old.  
Married for 35 years  
One adult child and two grandchildren

---

### **Employment**

#### **ATTORNEY AT LAW MacArthur Law Firm**

**1998-present  
Cheboygan, Michigan**

Sole practitioner engaged in the general practice of law with special emphasis in municipal and township law, representing 15 of 19 Cheboygan County townships, 3 townships outside Cheboygan County, 3 fire departments, 1 DDA, and 1 Village. Served as Cheboygan County public defender from 2001 to 2007 and tried both felony and misdemeanor cases to completion.

#### **CHEBOYGAN COUNTY PROSECUTING ATTORNEY**

**2000  
Cheboygan, Michigan**

Served as Prosecuting Attorney and Civil Counsel for the County of Cheboygan, supervising and administering an office of three attorneys and six support staff with a budget of over \$400,000.00. On call 24 hours a day / 7 days a week. Prosecuted both felony and misdemeanor cases. Drafted many search warrant affidavits for police officers. Sponsored symposium on methamphetamine trafficking by providing information to maximize the effectiveness of various police agencies in combating the spread of methamphetamine use in northern Michigan.

#### **ATTORNEY AT LAW Pavlich & MacArthur**

**1988-1998  
Cheboygan, Michigan**

Partner in the general practice of law with Attorney Scott L. Pavlich.

#### **ATTORNEY AT LAW Citizens National Bank**

**1985-1988  
Cheboygan, Michigan**

Chief legal officer for locally owned bank. Administered collection department efforts to collect bad debts. Continued part-time private practice during this time period. Attended financial investigations strategy training presented by the Federal Bureau of Investigation "FBI" and U.S. Department of Treasury including currency transactions and the tracking of currency transaction reports to prevent money laundering in the trafficking of narcotics.

#### **ATTORNEY AT LAW Timothy P. MacArthur**

**1982-1985  
Cheboygan, Michigan**

Private Practice of law as sole practitioner.

#### **ATTORNEY AT LAW Timothy P. MacArthur**

**1980-1982  
Cheboygan, Michigan**

Private practice sharing office space with Robert P. Holman, Attorney at Law.

#### **ATTORNEY AT LAW**

**1979-1980**

Employed by attorneys Robert P. Holman and Charles G. Hoffman.

---

### **Education**

**JURIS DOCTOR  
Detroit College of Law  
Graduated Cum Laude.**

**1976-1979  
Detroit, Michigan**

<b>BACHELOR OF SCIENCE IN SECONDARY EDUCATION</b> <i>Central Michigan University</i>	<b>1972-1976</b> <i>Mt. Pleasant, Michigan</i>
<b>HIGH SCHOOL GRADUATE</b> <i>Cheboygan Catholic High School</i>	<b>1968-1972</b> <i>Cheboygan, Michigan</i>

---

## **Publications**

**"Michigan Probate, The Practice Systems Library", Lawyers Cooperative Publishing, Inc., Rochester, New York, 14694**

**Authored 1990 Revision to above publication.**

**Authored 1991 Supplement to above publication**

**Authored 1992 Supplement to above publication.**

---

## **Memberships**

<b>1979-2022</b>	<b>Member of the State of Bar of Michigan</b>
<b>1979-2022</b>	<b>Member of the Cheboygan County Bar Association Active in Law Day planning and activities for Cheboygan County Bar Association, including youth programs such as mock trials and various contests engaged in on Law Day.</b>
<b>1979-2022</b>	<b>Member Cheboygan Knights of Columbus Council 791. Served as Grand Knight from 1988-1990. Youth Director for Knights of Columbus Council 791 from 1982-1988.</b>
<b>1982-2022</b>	<b>Member of Father ADJ Piret Assembly 4<sup>th</sup> Degree Knights of Columbus.</b>
<b>1992-2018</b>	<b>Member of Sacred Heart Parish Pastoral Council.</b>
<b>1992-present</b>	<b>Member of Sacred Heart Catholic Parish.</b>
<b>Past member</b>	<b>Cheboygan Lions Club.</b>
<b>Past member</b>	<b>Fraternal Order of Eagles.</b>
<b>Past member</b>	<b>Fraternal Order of Police.</b>

---

## **Hobbies**

**Hobbies include woodworking, gardening and writing.**




## NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, MacArthur Law Firm, by Timothy P. MacArthur, certifies that:

1. This proposal has been independently arrived at without collusion with any other law firm or with any competitor or potential competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this service, to any other law firm, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit a proposal.
4. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the law firm as well as to the person signing on its behalf.

Dated: December 27, 2022



Timothy P. MacArthur  
MacARTHUR LAW FIRM  
9911 N. Straits Highway  
Cheboygan, MI 49721  
(231) 627-3163

# MacArthur Law Firm

9911 N. Straits Hwy.  
Cheboygan, MI 49721  
(231) 627-3163

## ATTORNEY - CLIENT PRIVILEGED COMMUNICATION

Client: XXXXXXXX Township  
XXXXXXX, Clerk

Re: 2021-2022 General Docket  
03/11/2021 thru 02/28/2022

DATE	SERVICE	HOURS	AMOUNT
3/15/21	Download, print and review rough draft of policy and procedure for Township Hall usage from Supervisor	0.3	\$54.00
4/4/21	Draft Release and Hold Harmless Agreement for Thorntons re: grinder pump relocation	1	\$180.00
4/5/21	Download, print and review email from Clerk regarding agenda items for monthly meeting including Election Policy and Procedures during COVID	0.4	\$72.00
4/6/21	Attend regular board meeting (7:00-8:15 pm)	1.3	\$234.00
4/7/21	Draft email to Clerk re XXXXXX	0.1	\$18.00
4/7/21	Revise Release and Hold Harmless Agreement for XXXXXX	0.5	\$90.00
4/8/21	Download, print and review email from Supervisor re XXXXXX grinder pit and pump	0.2	\$36.00
4/12/21	Telephone conference with Supervisor	0.3	\$54.00
4/14/21	Attend special board meeting re extending Supervisor date of resignation (6:00-6:45 pm)	0.7	\$126.00
4/14/21	Telephone conference with Supervisor r	0.3	\$54.00
4/20/21	Download, print and review email from Supervisor with revised letter to XXXXXXXX	0.2	\$36.00

4/29/21	Attend special board meeting re appointment of new Supervisor, XXXXXX Unconditional Release and Hold Harmless Agreement, etc. (6:30-7:10 pm)	0.7	\$126.00
5/11/21	Attend regular meeting (Legal Assistant)	0	\$0.00
6/1/21	Attend regular board meeting (7:00-8:00 pm)	1	\$180.00
6/16/21	Attend committee meeting regarding Blight Ordinance matter (.8)	0.1	\$18.00
6/22/21	Download, print and review email from Treasurer re Dun & Bradstreet number for ARPA funds	0.1	\$18.00
6/23/21	Download, print and review 2019 and 2020 TIF reports from CPA	0.3	\$54.00
6/23/21	Receive and review Dept of Treasury letter re non-compliance for 2020 TIF report	0.2	\$36.00
6/23/21	Telephone conference with Treasurer re TIF report	0.3	\$54.00
6/30/21	Telephone conference with Supervisor	0.1	\$18.00
7/6/21	Attend regular meeting (Legal Assistant)	0	\$0.00
7/7/21	Meeting at Beaugrand Township Hall re: Blight (1 hr)	0.1	\$18.00
7/9/21	Download, print and review email from Clerk	0.1	\$18.00
7/16/21	Draft Memo to Clerk re FOIA request and email same	0.6	\$108.00
7/24/21	Attend MTA Meeting to discuss Blight Ordinance matter (1.3 hrs)	0.1	\$18.00
8/3/21	Attend regular board meeting (7:00-7:30 pm)	0.5	\$90.00
8/4/21	Telephone conference with Supervisor	0.1	\$18.00
9/7/21	Attend regular board meeting (7:00-8:00 pm)	1	\$180.00
9/8/21	Telephone conference with Supervisor	0.2	\$36.00
9/20/21	Attend special board meeting to appoint new Clerk	0.5	\$90.00



9/28/21	Download, print and review email from XXXXXX with attachment (.3 hr)	0.1	\$18.00
9/28/21	Telephone conference with XXXXXX with Cheboygan Chapter MTA regarding blight ordinance list information (.2 hr)	0.1	\$18.00
10/1/21	Draft Blight Ordinance Summary (2 hrs)	0.2	\$36.00
10/1/21	Download, print and review email from Cheboygan Tribune regarding billing question (.2 hr)	0.1	\$18.00
10/1/21	Draft email to Straitsland Resorter regarding publication of Notice of Ordinance Adoption - Blight Ordinance; attach notice (.2 hr)	0.1	\$18.00
10/1/21	Draft email to Cheboygan Tribune regarding publication of Notice of Ordinance Adoption - Blight Ordinance; attach notice (.3 hr)	0.1	\$18.00
10/4/21	Attend Township Sewer Meeting	1.2	\$216.00
10/5/21	Download, print and review financial documents from City of Cheboygan re sewer expenses	0.5	\$90.00
10/5/21	Attend regular board meeting (7:00-7:30 pm)	0.5	\$90.00
10/5/21	Meeting with Supervisor and Trustee (7:30-8:00 pm)	0.5	\$90.00
10/6/21	Download, print and review proposed revised Sewer/Wastewater Service Contract	0.5	\$90.00
10/6/21	Download, print and review copy of Trustee Elliot's response to City of Cheboygan's financial reports	0.2	\$36.00
10/6/21	Telephone conference with Supervisor	0.3	\$54.00
10/6/21	Download, print and review contract and materials from City of Cheboygan	0.4	\$72.00
11/2/21	Attend regular board meeting (7:00-7:30 pm)	0.5	\$90.00
11/2/21	Receive and review Ballot Summary and Election Inspector's Certificate	0.2	\$36.00

11/29/21	Draft email with attachment to Township Clerk regarding FOIA request matter	0.3	\$54.00
11/30/21	Download, print and review FOIA request from True North Law from Clerk	0.2	\$36.00
11/30/21	Draft email to Clerk re response to FOIA request	0.2	\$36.00
12/1/21	Telephone conference with Clerk	0.1	\$18.00
12/7/21	Attend regular meeting	1.4	\$252.00
12/22/21	Draft email to Supervisor with attached Salinas contract	0.2	\$36.00
12/22/21	Draft Contract for Grinder Pump Service by Independent Contractor (Salinas)	0.9	\$162.00
1/16/22	Download, print and review email from Township Clerk	0.2	\$36.00
1/19/22	Draft email to Township Clerk regarding response to FOIA request	0.1	\$18.00
1/21/22	Download, print and review email from Township Clerk	0.1	\$18.00
2/1/22	Attend regular meeting (Legal Assistant)	0	\$0.00
2/14/22	Research Budget hearing date, times and language and draft email to Supervisor LaHaie with Budget Public Hearing notice attached	1.5	\$270.00
2/14/22	Draft email to Supervisor LaHaie	0.1	\$18.00
2/21/22	Draft Township Board Resolution Adopting Poverty Exemption Income Guidelines and Asset Test	1.5	\$270.00
2/21/22	Draft five (5) Resolutions Establishing Township Officer's Salary	2.5	\$450.00
2/21/22	Draft email to Supervisor LaHaie with attachments	0.2	\$36.00
2/21/22	Draft email to Clayton McGovern with attached Poverty Exemption documents for review	0.3	\$54.00
<b>TOTAL</b>		<b>26.6</b>	<b>\$4,788.00</b>

**Costs Advanced:**

Copy \$.10 per page (color .20 pr pg)    E-mail: \$1.00 per page    Fax: \$1.00 per page		
3/15/21	Email fee	\$2.00
4/5/21	Email fee	\$2.00
4/7/21	Email fee	\$1.00
4/8/21	Email fee	\$2.00
5/11/21	Attendance at regular board meeting by legal assistant (6:30-7:00 pm - ½ hour @ \$50.00/hour)	\$25.00
6/22/21	Email fee	\$1.00
6/23/21	Email fee	\$7.00
7/6/21	Attendance at regular board meeting by legal assistant (7:00-8:00 pm - 1.0 hours @ \$50.00/hour)	\$50.00
7/9/21	Email fee	\$1.00
7/16/21	Email fee	\$5.00
10/6/21	Email fee	\$16.00
11/30/21	Email fee	\$3.00
02/01/22	Attendance at regular board meeting by legal assistant (7:00-7:30 pm - .5 hrs @ \$50/hour)	\$25.00
01/16/22	Email fee	\$1.00
01/21/22	Email fee	\$1.00
<b>TOTAL</b>		<b>\$142.00</b>

<b>Services Rendered Total</b>	<b>\$ 4,788.00</b>
<b>Total Costs Advanced</b>	<b>\$ 142.00</b>
<b>Balance Due</b>	<b>\$ 4,930.00</b>
 Less Retainer paid	 (\$ 500.00)
<b>TOTAL DUE</b>	<b>\$4,430.00</b>

## ADDENDUM 1

FIRM: MacARTHUR LAW FIRM

ATTORNEY: Timothy P. MacArthur

HOURLY RATE: \$200.00/hour billed in 1/10th of an hour increments for non-litigation legal services  
\$240.00/hour billed in 1/10th of an hour increments for litigation related legal services

GENERAL TOWNSHIP SERVICES: Attendance at township meetings as requested, drafting/review of resolutions, ordinances, leases, and other required documentation, as well as advice to board members on required duties and protections.

ADDITIONAL COSTS: Copy costs: \$ .25/page  
(Copying, mileage, email) Email: \$1.00/page  
Mileage: Federal/IRS rate (currently 62.5 cents)

PRIMARY ATTORNEY: 43 years experience as an attorney, with specific emphasis on representing townships and municipal entities

LEGAL EXPERTISE: General township law, contracts, business law, municipal law, etc.

CONFLICTS OR CONDITIONAL FAILURES: MacArthur Law Firm and Timothy P. MacArthur maintains workmen's compensation insurance for all employees, malpractice insurance in the required amounts, and all other requirements listed.

UNIQUE QUALIFICATIONS: Our firm has represented most of the townships in Cheboygan County and a few outside of Cheboygan County, on a number of issues. Routine advice, drafting resolutions or ordinances, and representation in lawsuits against individual townships.

REFERENCES: John Moore (231) 525-8469  
Nunda Twp Supervisor

Rod LaHaie (231) 627-3381  
Inverness Twp Supervisor (231) 420-9487

Harold Koviak (231) 238-9962  
Burt Twp Supervisor (231) 818-1465

**YOUNG, GRAHAM & WENDLING, P.C.**

Attorneys at Law  
104 E. Forest Home, P.O. Box 398  
Bellaire, Michigan 49615  
(231) 533-8635  
Facsimile (231) 533-6225  
bgraham@upnorthlaw.com

Bryan E. Graham

Peter R. Wendling

April 14, 2022

**Via Email**

Jay Reidsma, Clerk  
Tuscarora Township  
P.O. Box 220  
Indian River, Michigan 49749  
[clerk@tuscaroratwp.com](mailto:clerk@tuscaroratwp.com)

SUBJECT: Legal Representation

Dear Clerk Reidsma:

Enclosed is our proposal to provide legal services to Tuscarora Township. As you will see from the enclosed materials, our firm currently serves as counsel for more than 30 townships, including townships in Charlevoix and Otsego Counties.

Our law firm also represents villages, a number of road commissions, and municipal authorities throughout northern Michigan. We are also civil counsel for three counties. We have intentionally made municipal law the primary focus of our practice. Simply put, no law firm in northern Michigan has a greater breadth of experience in municipal law than Young, Graham & Wendling, P.C.

We encourage our clients to use our services before problems arise rather than afterwards. We strive to make ourselves immediately available to our clients. When questions arise concerning open meetings act or freedom of information act issues, an immediate answer is often required.

We would be honored to serve Tuscarora Township as its township attorney. We believe we have the expertise in municipal law issues to provide the township with knowledgeable and cost-effective legal services. We would be happy to meet with you and members of the township board to answer any questions that you or the board members may have.

Yours truly,



Bryan E. Graham

BEG/lab

Enclosures

**TOWNSHIP OF TUSCARORA**  
**Cheboygan County**  
**PROPOSAL TO PROVIDE LEGAL SERVICES**

**Submitted by**  
**Young, Graham & Wendling, P.C.**

**December 27, 2022**

**1. Firm Experience**

Introduction. Young, Graham & Wendling, P.C. is dedicated to representing municipalities throughout northern Michigan. The law firm has been in existence since 1996. Bryan Graham and Peter Wendling are shareholders of the firm.

Young, Graham & Wendling, P.C. provides cost-effective legal services to our northern Michigan clients. To us representing governments throughout this area is more of a calling than a profession. As such, we specialize in almost all areas of the law affecting municipal government. We strive to be at the forefront of new legislation affecting municipalities. In addition, our attorneys have taught numerous training seminars concerning municipal law issues. We are not a law firm that does municipal practice as a sideline to its general law practice. We are a law firm that specializes in municipal law.

Municipal Law Experience. Our firm acts as general counsel to three counties and represents over 30 townships and numerous villages throughout northern Michigan. Additionally, we represent road commissions, fire authorities, ambulance authorities, joint planning commissions, DDA's, TIFA districts and other miscellaneous boards and commissions. We have expertise in nearly all facets of municipal law and a complete understanding of the rules of parliamentary procedure governing the meetings of our client's boards and commissions. Relevant legal work in the following areas would include:

- Ordinance drafting and adoption: Our firm drafts ordinances, conducts ordinance reviews, or consults regarding adoption of ordinances on a daily basis. We have drafted numerous police power ordinances including nuisance, blight, noxious weeds, inoperable motor vehicles, dangerous structures, cemetery, parcel division, medical marijuana licensing, recreational marijuana licensing, off-road vehicles (ORV), snowmobiles, wind energy ordinances, water and sewer service, private roads, sexually oriented business ordinances, franchise ordinances, short term rental, and lake access/road endings regulations. We draft checklists for our municipal clients outlining the proper procedures for zoning and regulatory ordinance enactments.



- Ordinance reviews: Our firm conducts ordinance reviews which involve a review of the municipal code for consistency with the current law and clarification of unclear language. This can avoid liability and provide easier ordinance enforcement.
- Planning and Zoning: One of the areas of expertise of our firm is zoning law. Our attorneys are experts in drafting zoning ordinance amendments relating to such topics as wind turbine generators, telecommunication towers, medical and recreational marijuana land uses, and authorization to create escrow accounts for zoning fees (so that municipalities would not bear the financial burden associated with review of major projects). Our ordinances are often used as models throughout northern Michigan. Our attorneys have also taught numerous zoning seminars throughout northern Michigan.
- Open Meetings Act: We regularly provide clients with advice regarding Open Meetings Act issues. Each member of our firm is very comfortable with the act and can provide specific legal advice regarding its implementation at the township level.
- Freedom of Information Act: Like the Open Meetings Act, our firm deals with the Freedom of Information Act regularly. Each member of the firm is able to provide advice regarding the effects of the act and its proper implementation at the township level. In fact, we have drafted many policies regarding the implementation of the Freedom of Information Act for our municipal clients.
- Environmental, including solid waste, water and wastewater: Our firm has participated in the drafting and review of solid waste plans and has drafted wastewater treatment and sewer ordinances for numerous municipalities. Our firm has also been involved in several transfers of municipally owned property involving environmental reviews, including management and review of baseline environmental study processes.
- Tax Tribunal matters: In today's economic climate it has been our experience that challenges to property tax assessments have significantly increased. Successfully defending these tax tribunal matters has become a valuable resource to our municipal clients.
- Elections: Our office has drafted ballot language for dozens of municipalities relating to various referenda questions and millage requests for libraries, roads, and other ballot issues. We have drafted numerous petitions involving special assessment districts and other initiatives on behalf of our municipal clients.
- Contracts: Our firm has reviewed numerous contracts for municipalities. We have experience in the preparation and review of contracts relating to

construction of several township halls, creation of several ambulance and municipal fire authorities, review of contracts for municipal financing, drafting of numerous intergovernmental agreements, organization of community mental health and several district health department boards and organizations, and drafting of numerous leases for use of governmental property. We have experience with the grant and loan procedures for obtaining financing of public works and other municipal projects through the U.S. Department of Agriculture, Rural Development. We are also familiar with the legal requirement that the principal contractor for public building and public works projects over \$50,000 provide payment and performance bonds in favor of the municipality on those projects.

- HIPAA: For our municipal clients with ambulance services, we have reviewed Health Insurance Portability and Accountability Act (HIPAA) policies and prepared Notices of Privacy Practices and have otherwise assisted in making sure that the client fully complies with the HIPAA requirements.
- Conflict of interest and incompatibility of office: Our firm has drafted numerous conflict of interest and incompatibility of office memos on behalf of our municipal clients.
- Real estate: Our firm has been involved in numerous real estate transactions, including land transfers with the Michigan Department of Natural Resources, leases involving municipal buildings, and the construction of civic improvement projects.
- Litigation: No law firm in northern Michigan can match the scope and breadth of our courtroom experience. We have practiced in all state and federal courts, including the Michigan Supreme Court and United States Supreme Court. Some of our notable published cases include *Board of County Road Commissioners of the County of Kalkaska v Nolan* and *Villadsen v Mason County Road Commission*, which resulted in the recognition by the courts that work on a portion of a road created under the highway by user statute is sufficient to establish work on the entire road. In *McNeil v Charlevoix County and Northwest Michigan Community Health Agency*, the Michigan Supreme Court affirmed that the health agency and the local boards of commissioners are authorized to enact regulations to prevent and control health hazards. Finally, in *Klooster v City of Charlevoix*, the Michigan Supreme Court affirmed the city's decision on the uncapping of real property under the General Property Tax Act. This case had a significant impact on municipalities throughout the state.



- Police Department matters: As former prosecuting attorneys, our firm has extensive experience dealing with police department matters, including ordinance enforcement and other litigation related matters.

Resource Materials and Library. Our firm is connected to several legal databases, and we are provided with up-to-the-minute legal research. Our office library is extensive and one of the more complete municipal libraries in this part of Michigan. Members of our firm participate in several "list-serves" involving municipal law issues. In sum, we strive to provide the most up-to-date and accurate legal advice possible.

## 2. **Attorney, Team**

We operate under the philosophy that clients are clients of the firm rather than clients of an individual attorney. In other words, it is not unusual for a client to work with more than one attorney, depending upon the nature of the legal issue. This philosophy has allowed the attorneys within the firm to specialize in areas of municipal law. Mr. Graham has a particular expertise in areas such as election law, marijuana issues, parcel division regulations, setting up special assessment districts and review of municipal ordinances. Mr. Wendling has expertise in drafting and reviewing condominium development documents and has expertise in construction law and public works issues, ordinance enforcement, as well as planning and zoning matters. Finally, because Mr. Graham was a prosecuting attorney in Antrim County and because Mr. Wendling was an assistant prosecuting attorney in Antrim County, we have a strong litigation background and an extensive working knowledge of municipal government, fire department matters, and the legal issues faced by municipalities, including townships. By specializing within the firm, we are able to provide clients with the most up-to-date legal advice available in a cost-effective manner.

Although the attorneys within the office specialize in various legal issues, many municipalities desire to have an attorney designated as the primary contact. The firm has designated Bryan Graham as the primary attorney for Tuscarora Township.

In areas where we do not have manpower necessary to perform certain municipal law tasks, such as bonding for governmental improvements, we have strong working relationships with large law firms such as Miller Canfield. To continue providing labor and employment law services in a cost-effective manner after the retirement of attorney Eugene Smith from our firm, we have contacted attorney Steven H. Schwartz, who has extensive experience addressing labor and employment matters, to provide these services. More importantly, Mr. Schwartz has agreed that for this specialized area of the law, his firm will charge the same hourly rate that we charge. This is truly a benefit to your municipality.

### 3. **Accessibility and Responsiveness**

We recognize that there is often a need to provide a quick response to legal inquiries. Nearly all telephone calls and emails are returned in the same day or the next business day. Relatively simple legal matters are normally addressed within 24 hours. Detailed memos or research projects may take more time depending on the legal issues involved.

We prioritize our work based upon client needs. It is understood that there will be circumstances when the client will need legal information immediately. In these situations we will set aside other matters and provide immediate attention to the request. There is no additional charge for these "emergency" needs. Under normal circumstances, our firm tries to return opinions of normal complexity within one to two weeks. Again, the time involved in researching and responding to a question is often dictated by the complexity of the question raised.

As stated above, our firm believes that when the firm agrees to represent a client, each attorney assumes responsibility for that client and can act on behalf of that client. We coordinate carefully in the office to make sure that each attorney is aware of what projects are being handled and for which client. However, the distribution of projects and the ultimate client management responsibilities will be delegated to Bryan Graham.

### 4. **Proposed Fee Structure**

Our firm recognizes that every dollar that is expended by the township for our services is a tax dollar. As such, we strive to provide cost-effective legal services. We also recognize that as a private business, we must charge fees that will allow us to meet our financial obligations. Therefore, we are proposing the following options for our legal fees. The township can choose which, or both, of these options best suits its needs.

- a. The township may choose to simply use our office when necessary, and would pay a fee of \$175 per hour for the services we render, billed on a monthly basis. The firm's billing is based on 1/10 hour increments.
- b. The township can pay a "telephone/email retainer" of \$200 per month. The telephone retainer is intended to provide unlimited access to our attorneys by designated township officials through the use of the telephone and email, without the worry of additional attorney fee charges. Generally speaking, this retainer would cover any question or issue which may be handled over the telephone or by email and which takes less than 20 minutes. Because of our vast experience with municipal law issues, we are often able to answer simple questions based on our experience. The telephone retainer is intended to encourage clients to ask questions before legal issues arise, as opposed to after they occur. We have found

that advice given in advance prevents larger and more expensive legal issues from occurring. Projects involving substantial research or time would be billed at our municipal rate of \$175 per hour. We would provide you with a quarterly summary of the use of the telephone retainer.

Our billing software has the power to break down charges by subject matter, so bills will be formatted to your specifications. For example, the billing categories can be as follows: miscellaneous, zoning, ordinance violations, etc. The categories can also be for specific projects and cases. Bills are provided on a monthly basis. Payment is then expected the following month after being approved by the township board.

One of the fundamental financial rules of our firm is that we have not, and if our proposal is accepted, will not charge for travel time or for mileage to and from our office and Tuscarora Township. That applies whether we are appearing in a local court or attending a meeting. We would, however, charge travel time for work performed in Lansing or other areas due to litigation. Regarding costs, we will continue our current practice of not charging for routine postage and copies, but will pass on to the township litigation expenses (including court fees, subpoena fees, expert witness fees, deposition and investigation costs, postage costs, photocopying costs, computer-assisted legal research and other out-of-pocket expenses associated with a particular case).

5. **Conflict of Interest.** It is the responsibility of Young, Graham & Wendling, P.C. under ethics rules to disclose to a client any potential or actual conflict of interest. Young, Graham & Wendling, P.C. and the individual attorneys of the firm will do so.

The only conflict of interest situations that come readily to mind would arise if Tuscarora Township has contractual relationships with our other municipal clients. We represent Cheboygan County as general civil counsel. Possible conflicts of interest between the township and county could be: (1) the Recycling Agreement, and (2) if the county prints the township tax bills.

If conflict of interest situations should arise, our firm will follow our duties under the rules of professional conduct. These duties provide that we must disclose the conflict and obtain the consent of both municipalities to continue the representation, or recuse the firm from handling the matter for both municipalities. In that event we will assist each municipality, if necessary, to obtain alternate counsel for that matter. Because we have an extensive municipal practice throughout northern Michigan, we have experience dealing with these conflict situations.

6. **Insurance.** The firm has a comprehensive professional liability insurance policy with CNA Insurance Company. We also carry a workers compensation

insurance policy with Auto Owners Insurance Company. Evidence of insurance will be provided if the county engages our services.

7. **References**

We have enclosed a list of our current municipal clients to give the township an idea of the extensive nature of our municipal practice. The township should feel free to contact the following officials concerning references for the firm:

Elizabeth Vogel, Administrator  
Missaukee County  
P.O. Box 800  
Lake City, Michigan 49651  
(231) 839-4967 x 242

Michael Runyon, Supervisor  
Albert Township  
P.O. Box 153  
Lewiston, Michigan 49756  
(989) 786-2513

Beth Friend, Supervisor  
East Bay Charter Township  
1965 Three Mile Road, North  
Traverse City, Michigan 49696  
(231) 947-8647

Robert Christensen, Supervisor  
South Arm Township  
P.O. Box 304  
East Jordan, Michigan 49727  
(231) 536-2444

In conclusion, we would be honored to serve Tuscarora Township as its township attorney. We would be happy to meet with township officials to answer any questions they may have.

Respectfully submitted,

Young, Graham & Wendling, P.C.



Bryan E. Graham

Enclosures

## **Young, Graham & Wendling, P.C.**

### MUNICIPAL CLIENT LIST

Village of Alanson	Kalkaska Township
Albert Township	Village of Kalkaska
Antrim County Road Commission	Kearney Township
Arenac County Road Commission	Livingston Township
Avery Township	Lovells Township
Banks Township	Mackinac County Road Commission
Bear Lake Township (Kalkaska County)	Village of Mancelona - ordinance enforcement
Bear Lake Township (Manistee County)	Marilla Township
Village of Bear Lake	City of McBain
Beaver Island Transportation Authority	Melrose Township
Village of Bellaire	County of Missaukee - civil counsel
Blaine Township	County of Montmorency - civil counsel
Blue Lake Township	Northwest Wexford Emergency Authority
Village of Boyne Falls	Norwood Township
Briley Township	Ogemaw County Road Commission
Central Lake Township	Otsego County Fire Department
Village of Central Lake	Pleasanton Township
Chandler Township	Pleasantview Township
County of Cheboygan - civil counsel	Village of Roscommon
Chestonia Township	St. James Township
Corwith Township	South Arm Township
Crystal Lake Township	South Branch Township
Custer Township	Springfield Township
East Bay Charter Township	Village of Vanderbilt
Echo Township	Vanderbilt-Corwith Fire Authority
Village of Elberta	Warner Township
Village of Ellsworth	Wilson Township
Elmira Township	
Elmira-Warner Fire Authority	
Elmwood Charter Township	
Evangeline Township	
Eveline Township	
Frederic Township	
Green Lake Township	
Greenwood Township	
Hudson Township	
Hume Township	
Inland Township	
Jordan Township	
Jordan Valley EMS Authority	



DATE OF MEETING: January 3rd, 2023

FOR DECISION

TITLE: TUSCARORA TOWNSHIP BUILDING HVAC MAINTENANCE CONTRACT

SUMMARY:

THE TOWNSHIP HAS BEEN ENGAGED WITH TEMPERATURE CONTROLS OF TRAVERSE CITY FOR A MAINTENANCE CONTRACT FOR HEATING AND COOLING. THIS RELATIONSHIP HAS BEEN UNSATISFACTORY AS WE EXPERIENCE REPEATED PROBLEMS WITH OUR HVAC AND RELY ON M&M, PLUMBING AND HEATING FOR OUR REPAIRS.

FINANCIAL IMPACT: **\$2800 billed twice a year (\$1400 every six months).** THIS COST WILL BE DIVIDED AS FOLLOWS: 30% TOWNSHIP/30% POLICE DEPARTMENT/40% LIBRARY

RECOMMENDATION: ACCEPT THE M&M BID AND CONTRACT WITH THEM FOR HVAC SCHEDULED MAINTENANCE

PREPARED BY: Mike Ridley Tuscarora Township Supervisor

DEPT/BOARD/COMMISSION: TOWNSHIP BOARD

ATTACHMENTS: M&M BID PROPOSAL



Estimate 55523228  
Job 55481749  
Estimate Date 11/3/2022  
Customer PO

**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 Twp  
P.O. Box 220  
Indian River, MI 49749 USA

**Job Address**  
Tuscarora Township  
3546 South Straits Highway  
Indian River, MI 49749 USA

#### Estimate Details

##### Maintenance Agreement:

We will provide preventative maintenance to the following facilities twice (2) a year, spring and fall, with the objective of keeping your equipment running trouble free.

This maintenance will help prevent breakdown of equipment to help minimize the need for emergency service.

We will be able to identify and alert you to potential issues that may cause a breakdown of equipment.

Tuscarora Township Hall/Library/Police Department  
3546 South Straits Hwy  
Indian River, MI 49749

We will do the following:

##### Every Fall Season -

2-Boilers: We will test the boilers safety devices, electrical connections, clean the burners and heat exchangers as needed. Lube and test all zone valves and pumps. Ohm ignitors, check inducers, clean flame sensors, check fluid levels and purge zones if needed. Every other year on even numbered years clean the heat exchangers to ensure optimal performance. This will include the required CSD-1 inspection report every 3 years next being due fall of 2023  
Lochinvar: 1-FTX850N and 1-FTX725N

3-Air Handlers: Change the filters with the appropriate size (16X25X1 Qty 12) and rated filter, test all operations and safety devices. Check drive belts, economizers and zone dampers if applicable.  
Trane: 2-TWE12043AAA00A and 1-TWE6043AAA00A

1-Steam Humidifier: Change the Canister (421/403) as required by manufacturer and test operation.  
Nortec: NHB030

##### Every Spring Season -

3-A/C Condensers: Clean the coils and condensers, test unit operation and take temperature differentials to ensure proper operation. Check Pressures and temperatures with gauges at units for proper refrigerant charges.  
Trane: 2-TTA12043CAB00AE and 1-TTA3060D300DA

3-Air Handlers: Change the filters with the appropriate size (16X25X1 Qty 12) and rated filter, test all operations and safety devices. Check drive belts, economizers and zone dampers if applicable.  
Trane: 2-TWE12043AAA00A and 1-TWE6043AAA00A

3-Airpal Spectra Germicidal UV lights - Change the bulb (2000L X3) as required by the manufacturer annually and test operation.  
Airpal: Spectra X 3

At the end of each seasonal check up our technician will prepare a report with our results and any potential unit issues you may have. The office will prepare an estimate of repairs for issues we find and upon authorization make any necessary repairs. We will notify you of any immediate equipment failures and can make them on site if possible while doing the maintenance at the quoted additional charge.

This agreement is to billed 2 times a year at \$1,400.00 each after the maintenance is done and includes all filters for the air handlers, 1 annual steam canister and 3 UV bulbs for an annual total of \$2,800.00. We will also give the township 10% off all services at the building for being holding an annual agreement with us. The equipment covered under this agreement is listed within and no additional equipment is included in this agreement, IE the equipment in the attic.

Task #	Description	Quantity	Your Price	Your Total
Maintenance Agreement	Maint. Agreement 2 payments at \$1,400.00 each	1.00	\$2,800.00	\$2,800.00

**Sub-Total \$2,800.00**

<b>Tax</b>	\$0.00
<b>Total</b>	<u>\$2,800.00</u>

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 \$2,800.00





DATE OF MEETING: January 3rd, 2023

FOR DECISION: Assessor Candidate Hiring

TITLE: Assessor Bid Request

**SUMMARY:**

Tuscarora Township put out an RFP for an assessor. It was answered by three applicants of which two have withdrawn their applications. The remaining candidate is Doug Keipert (resume attached) and his initial bid (attached) was \$60,000/yr. His revised bid is \$55,000/yr. with a preference to keep Teri Witulski as his assistant.

FINANCIAL IMPACT: \$10,000 increase to the assessing budget

RECOMMENDATION: Hire Doug Keipert as assessor for \$55,000 and retain Teri Witulski as assessing assistant

PREPARED BY: Mike Ridley, Tuscarora Twp. Chief Assessing Officer

DEPT/BOARD/COMMISSION: Assessing

ATTACHMENTS: Keipert Resume, Bid Request #1, Bid Request #2.



Mike Ridley &lt;supervisor@tuscaroratwp.com&gt;

---

**Clarification on meeting yesterday**

1 message

**Doug Keipert** <rdk48653@gmail.com>

Wed, Dec 28, 2022 at 2:00 PM

To: Mike Ridley &lt;supervisor@tuscaroratwp.com&gt;

Hello, Mr. Ridley.

Following our conversation yesterday I would like to follow up so we are on the same page.

My bid for the assessor position is now \$55,000 yearly.

It is my preference to retain Terry as an assistant.

Her experience in the assessing department and knowledge of the township would be advantageous to the township and myself.

A knowledgeable and experienced assistant allows the assessor to concentrate more time and energy on maintaining, updating, auditing and correction of the assessment roll.

I still intend to be very hands-on regarding the physical inspection of properties in the township. I believe the inspection of properties is essential to reasonable, fair and equitable property valuation for assessments.

Thank you  
Doug Keipert

R. DOUGLAS KEIPERT  
11170 BILLMAN ROAD  
ROSCOMMON, MI. 48653  
PH# (989) 503-0685  
E-MAIL rdk48653@gmail.com

WORK HISTORY AND EXPERIENCE:

UNITED STATES NAVY DECEMBER 1984 TO DECEMBER 1990, HONORABLY DISCHARGED.

PIONEER APPRAISAL, VALUATION SPECIALIST FROM JULY 1991 TO OCTOBER 1992,  
STATE LICENSED APPRAISER FROM OCTOBER 1992 TO JULY 2012. LICENSE #1201000616

APPRAISER PIONEER APPRAISAL FROM JULY 1991 THRU JANUARY 1996.

OWNER OF PIONEER APPRAISAL FROM JANUARY 1996 TO JULY 2012.

MANAGER OF TIM'S COLLISION PLUS FROM AUGUST 2012 TO DECEMBER 2016.

MEMBER OF BEAVER CREEK TOWNSHIP BOARD OF REVIEW FOR 17 YEARS, CHAIRMAN  
FOR 15 YEARS.

MEMBER OF HIGGINS LAKE UTILITY AUTHORITY DECEMBER 2018 THRU PRESENT.

CHAIRMAN OF HIGGINS LAKE UTILITY AUTHORITY JULY 2019 THRU PRESENT.

MEMBER OF BEAVER CREEK GRAYLING TOWNSHIP UTILITY AUTHORITY JULY 2020 THRU  
PRESENT

BEAVER CREEK TOWNSHIP ASSESSOR JULY OF 2017 TO PRESENT.

CITY OF CHEBOYGAN ASSESSOR JULY 2020 TO PRESENT.

REFERENCES:

DAN BONAMIE

SUPERVISOR, BEAVER CREEK TOWNSHIP,  
CRAWFORD COUNTY

PH# (989) 275-8878

CHRISTIE A. VERLAC

ASSESSOR, HIGGINS TOWNSHIP, ROSCOMMON  
COUNTY,

PH# (989) 275-8112

CLAYTON MCGOVERN

ASSESSOR, CHEBOYGAN COUNTY

PH# (231) 627-5783

TIM LEGG

OWNER, TIM'S COLLISION PLUS

PH# (989) 302-0661



DATE OF MEETING: January 3rd, 2023

FOR DECISION: Board of Review appointment

TITLE: Board of Review Member Appointment

SUMMARY:

There is an opening on the Board of Review and we have two very good candidates. The township board will vote to appoint.

FINANCIAL IMPACT: 0

RECOMMENDATION: Discuss candidates and vote to appoint a Board of Review member for a two year term

PREPARED BY: Mike Ridley Secretary to the Board of Review

DEPT/BOARD/COMMISSION: Board of Review

ATTACHMENTS: Resumes for Larry Hull and Sue Fisher

APPLICATION FOR APPOINTMENT TO BOARDS, COMMISSIONS, COMMITTEES  
OR CITIZEN TASK FORCES  
APPOINTMENT POLICY GUIDELINES

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

By state statute, the Planning Commission (if established in accordance with law) and the Downtown Development Authority Members are appointed by the Township Supervisor with the Township Board of Trustees' approval.

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

**Application Submission:** All applications should be submitted to the township no later than two weeks before the date of voting thereon. (As agenda items, ten days before the meeting). The cut-off date will be specified on each posting.

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

Applicant must be 18 years or older to apply.

**APPLICATION:**

**Board, commission, or committee you are applying for:** BOARD OF REVIEW

**I understand the terms for this appointment to be:** 2 YEARS

**Enter term appointment date and term expiration date:** 1/1/2023 - 12/31/2024

**PERSONAL INFORMATION**

**First Name, Last Name:** SUE FISHER

**Address:** 439 E INDIAN WOOD TRLS., INDIAN RIVER

**Home Phone Number:**

**Email Address:** SUZIE.FISHER@GMAIL.COM

**Employer:** RETIRED

**Business Address:**

**Business Phone Number:**

**Are you at least 18 years of age:** YES

**RESIDENCY INFORMATION**

**Are you a US Citizen?** YES

**Are you a full-time resident of Tuscarora Township?** YES

**If not, do you own property or have a business in Tuscarora Township?**

## EDUCATION AND ACTIVITIES (OPTIONAL, NOT REQUIRED)

High School:

Name of school, city, state/degree earned:

College:

Name of school, city, state/degree(s) earned:

Trade or Business School:

Name of school, city, state/degree(s) earned:

### Activities:

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

## ORGANIZATIONAL MEMBERSHIP INFORMATION

Is this an application for reappointment? **NO**

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

Are you currently serving on other boards, commissions, or committees in the Township or elsewhere? **YES**

If yes, please describe and include dates of terms. **TUSCARORA TREASURER 7 YEARS, TWP. CLERK 12 YEARS, IDNA ONE YEAR**

Have you served on a board, commission, or committee before?

**AWAKON CREDIT UNION, CHRISTMAS INDIAN RIVER, TRI RIVERS HTLE LEAGUE, INLAND LAKES EDUCATION FOUNDATION, IWT**

If yes, list them, including dates of terms. **HOMEDOWNERS ASSOC, IP WOMENS CLUB CHAMBER OF COMMERCE**

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

**MY PAST EXPERIENCE IN ASSESSING, KNOWLEDGE OF BSA SOFTWARE, 29 YEARS RESIDENT OF TUSCARORA TOWNSHIP AND 20 YEARS ON THE TUSCARORA TWP. BOARD**

Please list areas of special interest.

## I ACKNOWLEDGE

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

Signature/Date:

 **12/26/22**

APPLICATION FOR APPOINTMENT TO BOARDS, COMMISSIONS, COMMITTEES  
OR CITIZEN TASK FORCES  
APPOINTMENT POLICY GUIDELINES

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

By state statute, the Planning Commission (if established in accordance with law) and the Downtown Development Authority Members are appointed by the Township Supervisor with the Township Board of Trustees' approval.

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

**Application Submission:** All applications should be submitted to the township no later than two weeks before the date of voting thereon. (As agenda items, ten days before the meeting). The cut-off date will be specified on each posting.

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

Applicant must be 18 years or older to apply.

**APPLICATION:**

**Board, commission, or committee you are applying for:** BOARD OF REVIEW

**I understand the terms for this appointment to be:** 2 YEARS (PER MCL 211.28)

**Enter term appointment date and term expiration date:** 1/1/2023 - 12/31/2024

**PERSONAL INFORMATION**

**First Name, Last Name:** LARRY R. HULL

**Address:** 6164 RIVER ST, INDIAN RIVER, TUSCARORA TWP

**Home Phone Number:** 231-420-8138 Cell

**Email Address:** lhull49749@GMAIL.COM

**Employer:** RETIRED

**Business Address:** NA

**Business Phone Number:** NA

**Are you at least 18 years of age:** YES

**RESIDENCY INFORMATION**

**Are you a US Citizen?** YES

**Are you a full-time resident of Tuscarora Township?** YES

**If not, do you own property or have a business in Tuscarora Township?**



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

High School: LAKEVIEW SENIOR HIGH, ST. CLAIR SHORES, MI

Name of school, city, state/degree earned: GRAD

College:

Name of school, city, state/degree(s) earned: U of M KIM B.S. MICH TECH UNIV B.S.

Trade or Business School:

ANN ARBOR

Houghton

Name of school, city, state/degree(s) earned:

**Activities:**

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

**ORGANIZATIONAL MEMBERSHIP INFORMATION**

Is this an application for reappointment? NO

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

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

If yes, please describe and include dates of terms.

Have you served on a board, commission, or committee before? YES

If yes, list them, including dates of terms. TUSCARORA TWP PARKS COMMISSION  
11-20-96 → 11-20-2000

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


EXCERPTATINGLY HIGH MORAL AND ETHICAL STANDARDS  
ATTENTION TO DETAIL TUSCARORA RESIDENT  
HONEST AND FAIR STARTING 1977  
RETIRED US NAVAL OFFICER ACQUAINTED WITH HCL

Please list areas of special interest.

FAIRNESS AND EQUITY

**I ACKNOWLEDGE**

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

Signature/Date:   
12/14/2022

## 2022 Draft Audit

Go to: <https://www.tuscaroratwp.com/DocumentCenter/View/759/2022-Audit-draft>



**DATE OF MEETING:** January 3<sup>rd</sup>, 2023

**FOR DECISION**

**TITLE:** Planning Commission Ordinance

**SUMMARY:**

The Tuscarora Township Planning Commission was established under Act 168 of 1959 by resolution confirmed by the Tuscarora Township Board on May 5<sup>th</sup>, 1992 (Resolution of Concurrence). The Planning and Enabling Act 33 of 2008 replaced all prior planning and zoning acts. It requires all local governments to repeal and replace all resolutions and ordinances establishing Planning/Zoning Commissions under prior acts/laws and adopt a new ordinance to transfer the rights and duties of an established Planning Commission to itself under the new Act 33 of 2008. Ordinance 40 was written using an MTA approved template then reviewed and approved by Rob Huth, Township Attorney.

**FINANCIAL IMPACT:** 0

**RECOMMENDATION:** Adopt Ordinance 40, Tuscarora Township Planning Ordinance

**PREPARED BY:** Mike Cherveney, PC Chair

**DEPT/BOARD/COMMISSION:** Planning Commission

**ATTACHMENTS:** Draft Ordinance 40, Resolution to establish a public hearing and adopt ordinance # 40 and Motions.

Motion to adopt the Tuscarora Township Board Planning Commission resolution that repeals the resolution establishing the Tuscarora Township Planning Commission and replace it with The Tuscarora Township Ordinance made by member \_\_\_\_\_ supported by member \_\_\_\_\_

In Favor:

Opposed:

Motion to set the date for a public hearing to hear public opinion on the Tuscarora Township  
Planning Commission Ordinance made by member \_\_\_\_\_ supported by  
member \_\_\_\_\_

In Favor:  
Opposed:

RESOLUTION TO: Adopt Tuscarora Township Planning Commission  
Ordinance 40  
Number 01-03-2023

WHEREAS, Planning and Enabling Act, Act 33 of 2008 authorizes a Township Board to amend or repeal the ordinance or resolution establishing a Planning Commission under former PA 168 of 1959; and

WHEREAS, the Township Board desires to continue to strengthen the Planning Commissions relationship with key stakeholders such as the Cheboygan County Planning and Zoning Commission, Tuscarora Township Downtown Development Authority (DDA), Tuscarora Township Parks Commission and NEMCOG (Regional Planning); and

WHEREAS, the Township Board desires to adopt a new ordinance to fully conform to the requirements of this act

NOW, THEREFORE, BE IT RESOLVED that the Tuscarora Township Board wishes to immediately set a date for a public hearing to adopt this Ordinance.

The foregoing resolution offered by Board Member

\_\_\_\_\_  
Second offered by Board Member

\_\_\_\_\_  
Upon roll call vote, the following voted:

“Aye”: \_\_\_\_\_

“Nay”: \_\_\_\_\_

The Supervisor declared the resolution adopted.

\_\_\_\_\_  
(Clerk's Name), Clerk

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

# **Ordinance # 40 to Confirm the Establishment of a Planning Commission**

## **Preamble**

An ordinance to confirm the establishment under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., of the **Tuscarora Township Planning Commission**; provide for the composition of that Planning Commission; provide for the powers, duties and limitations of that Planning Commission; and repeal any ordinance or parts of ordinances or resolutions in conflict with this ordinance.

THE TOWNSHIP OF TUSCARORA, CHEBOYGAN COUNTY, MICHIGAN,  
ORDAINS:

## **Section 1: Scope, Purpose and Intent**

This ordinance is adopted pursuant to the authority granted the Township Board under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., and the Michigan Zoning Enabling Act, Public Act 110 of 2006, MCL 125.3101, et seq., to establish a Planning Commission with the powers, duties and limitations provided by those acts and subject to the terms and conditions of this ordinance and any future amendments to this ordinance.

The purpose of this ordinance is to provide that the Tuscarora Township Board shall hereby confirm the establishment under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., of the Tuscarora Township Planning Commission formerly established under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq., to establish the appointments, terms, and membership of the Planning Commission; to identify the officers and the minimum number of meetings per year of the Planning Commission; and to prescribe the authority, powers and duties of the Planning Commission.

## **Section 2: Establishment**

The Township Board hereby confirms the establishment under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., of the Tuscarora Township Planning Commission formerly established under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq., The Tuscarora Township Planning Commission shall have 7 members. Members of the Tuscarora Township Planning Commission as of the effective date of this ordinance shall, except for an ex officio member whose remaining term on the Planning Commission shall be limited to his or her term on the Township Board, continue to serve for the remainder of their existing terms so long as they continue to meet all of the eligibility

requirements for Planning Commission membership set forth within the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq.

### **Section 3: Appointments and Terms**

The Township Supervisor, with the approval of the Township Board by a majority vote of the members elected and serving, shall appoint all Planning Commission members, including the ex officio member.

The Planning Commission members, other than an ex officio member, shall serve for terms of 3 years each.

A Planning Commission member shall hold office until his or her successor is appointed. Vacancies shall be filled for the unexpired term in the same manner as the original appointment.

Planning Commission members shall be qualified electors of the township except that one Planning Commission member may be an individual who is not a qualified elector of the township. The membership of the Planning Commission shall be representative of important segments of the community, such as the economic, governmental, educational, and social development of the township, in accordance with the major interests as they exist in the township, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire geography of the township to the extent practicable.

One member of the Township Board shall be appointed to the Planning Commission as an ex officio member.

An ex officio member has full voting rights. An ex officio member's term on the Planning Commission shall expire with his or her term on the Township Board.

No other elected officer or employee of the township is eligible to be a member of the Planning Commission.

### **Section 4: Removal**

The Township Board may remove a member of the Planning Commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing.



## **Section 5: Conflict of Interest**

Before casting a vote on a matter on which a Planning Commission member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the Planning Commission. Failure of a member to disclose a potential conflict of interest as required by this ordinance constitutes malfeasance in office.

For the purposes of this section, conflict of interest is defined as, and a Planning Commission member shall declare a conflict of interest and abstain from participating in Planning Commission deliberations and voting on a request, when:

(a) An immediate family member is involved in any request for which the Planning Commission is asked to make a decision. "Immediate family member" is defined as (see note below);

***MCL 211.28:*** A spouse, mother, father, sister, brother, son, or daughter, including an adopted child.

***MCL 168.2:*** An individual's father, mother, son, daughter, brother, sister, and spouse and a relative of any degree residing in the same household as that individual.

(b) The Planning Commission member has a business or financial interest in the property involved in the request or has a business or financial interest in the applicant's company, agency or association;

(c) The Planning Commission member owns or has a financial interest in neighboring property;

(d) There is a reasonable appearance of a conflict of interest, as determined by a majority vote of the remaining members of the Planning Commission.

## **Section 6: Compensation**

The Planning Commission members may be compensated for their services as provided by Township Board resolution. The Planning Commission may adopt bylaws relative to compensation and expenses of its members for travel when engaged in the performance of activities authorized by the Township Board, including, but not limited to, attendance at conferences, workshops, educational and training programs and meetings.

## **Section 7: Officers and Committees**

The Planning Commission shall elect a chairperson and a secretary from its members, and may create and fill other offices as it considers advisable. An ex officio member of the Planning Commission is not eligible to serve as chairperson. The term of each office shall be 1 year, with opportunity for reelection as specified in the Planning Commission bylaws.

The Planning Commission may also appoint advisory committees whose members are not members of the Planning Commission.

## **Section 8: Bylaws, Meetings and Records**

The Planning Commission shall adopt bylaws for the transaction of business.

The Planning Commission shall hold at least 4 regular meetings each year, and shall by resolution determine the time and place of the meetings.

Unless otherwise provided in the Planning Commission's bylaws, a special meeting of the Planning Commission may be called by the chairperson or by 2 other members, upon written request to the secretary. Unless the bylaws otherwise provide, the secretary shall send written notice of a special meeting to Planning Commission members at least 48 hours before the meeting.

The business that the Planning Commission may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, MCL 15.261, et seq.

The Planning Commission shall keep a public record of its resolutions, transactions, findings, and determinations. A writing prepared, owned, used, in the possession of, or retained by a Planning Commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

### **Section 9: Annual Report**

The Planning Commission shall make an annual written report to the Township Board concerning its operations and the status of the planning activities, including recommendations regarding actions by the Township Board related to planning and development.

### **Section 10: Authority to Make Master Plan**

Under the authority of the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq., and other applicable planning statutes, the Planning Commission shall make a master plan as a guide for development within the township's planning jurisdiction.

Final authority to approve a master plan or any amendments thereto shall rest with the Planning Commission unless the Township Board passes a resolution asserting the right to approve or reject the master plan.

Unless rescinded by the township, any plan adopted or amended under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq., need not be readopted under the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3801, et seq.

## **Section 11: Zoning Powers**

Any existing zoning ordinance shall remain in full force and effect except as otherwise amended or repealed by the Township Board.

At that time all powers, duties, and responsibilities provided for zoning boards or zoning commissions by the Michigan Zoning Enabling Act, Public Act 110 of 2006, MCL 125.3101, et seq., or other applicable zoning statutes are transferred to the Tuscarora Township Planning Commission.

## **Section 12: Capital Improvements Program**

***Township Board designates capital improvements plan to board, supervisor or other official:***

To further the desirable future development of the Township under the master plan, the Township Board, after the master plan is adopted, shall prepare or cause to be prepared by the Township Supervisor or by a designated nonelected administrative official, a capital improvements program of public structures and improvements, showing those structures and improvements in general order of their priority, for the following 6-year period. The prepared capital improvements program, if prepared by someone other than the Township Board, shall be subject to final approval by the Township Board. The Planning Commission is hereby exempted from preparing a capital improvements plan.

## **Section 13: Subdivision and Land Division Recommendations**

The Planning Commission may recommend to the Township Board provisions of an ordinance or rules governing the subdivision of land. Before recommending such an ordinance or rule, the Planning Commission shall hold a public hearing on the proposed ordinance or rule. The Planning Commission shall give notice of the time and place of the public hearing not less than 15 days before the hearing by publication in a newspaper of general circulation within the township.

The Planning Commission shall review and make recommendation on a proposed plat before action thereon by the Township Board under the Land Division Act, Public Act 288 of 1967, MCL 560.101, et seq. Before making its recommendation, the Planning Commission shall hold a public hearing on the proposed plat. A plat submitted to the Planning Commission shall contain the name and address of the proprietor or other person to whom notice of a hearing shall be sent. Not less than 15 days before the date of the hearing, notice of the date, time and place of the hearing shall be sent to that person at that address by mail and shall be published in a newspaper of general circulation in the township. Similar notice shall be mailed to the owners of land immediately adjoining the proposed platted land.

## **Section 14: Severability**

The provisions of this ordinance are hereby declared to be severable, and if any part is declared invalid for any reason by a court of competent jurisdiction, it shall not affect the remainder of the ordinance, which shall continue in full force and effect.

### **Section 15: Repeal**

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed. The resolution or ordinance establishing the Tuscarora Township Planning Commission under the Township Planning Act, Public Act 168 of 1959, MCL 125.321, et seq., is hereby repealed.

### **Section 16: Effective Date**

This ordinance shall take effect on the date of its publication.

### **CERTIFICATE**

The undersigned, as the duly elected and acting clerk of the township, hereby certifies that this ordinance was duly adopted by the Township Board at a regular meeting of said board, at which a quorum was present, held on \_\_\_\_\_, and that copies of the ordinance were transmitted and published as directed.

---

Township Clerk

---

Township Supervisor



DATE OF MEETING: January 3rd, 2023

FOR DECISION: FAIR MARKET VALUE OF TOWNSHIP PROPERTY FOR SALE

TITLE: SALE OF TOWNSHIP PROPERTY ALONG NORTH CENTRAL RAIL TRAIL

SUMMARY:

TUSCARORA TOWNSHIP BOARD OF TRUSTEES HAS REQUIRED A STUDY OF A FAIR MARKET VALUE FOR PROPERTY. BECAUSE OF IT'S LIMITED ACCESS, HIGHEST AND BEST USE AND NO COMPARABLE PROPERTIES THE SUPERVISOR RECOMMENDS ACCEPTING THE OFFERS AND MOVE FORWARD WITH ESTIMATES FOR FUTURE SALES ALL MADE ON A CASE BY CASE BASIS.

FINANCIAL IMPACT: (PENDING: \$21,5000 TO TOWNSHIP GENERAL FUND) OTHER PARCELS PENDING A FORMAL OFFER

RECOMMENDATION: ACCEPT OFFERS ON THE TWO PARCELS.

PREPARED BY: Mike Ridley Township Supervisor

DEPT/BOARD/COMMISSION: TOWNSHIP BOARD

ATTACHMENTS: NONE



**For Decision: Approve Motion**

**TITLE: 2023 Fire Department Contract**

**SUMMARY:** Fire Department Contract for the year 2023 (January 1<sup>st</sup> – December 31<sup>st</sup>). Contract for 2022 CY (1/1/22 -12/1/22) was \$185,432 and was payable July 2022-June 2023 (FY). The new contract for 2023 is \$196,866/year and will be payable July 2023-June 2024 (FY).

**FINANCIAL IMPACT:** \$196,866 /year compared to \$185,432 /year current or an increase of approximately \$11.4 k/year.

**RECOMMENDATION: Board Motion**

Approve Fire Department contract for 2023.

**PREPARED BY: Clerk Jay Reidsma**

**DEPT/BOARD/COMMISSION: Board**

**ATTACHMENTS: “Fire Department Contract 1-3-23”**



**TUSCARORA TOWNSHIP VOLUNTEER FIRE  
ASSOCIATION, INC.**



4761 S. Straits Hwy. • P.O. Box 326 • Indian River, MI 49749 • (231) 238-9302

December 3, 2022

Tuscarora Township Clerk

3546 S. Straits Hwy.

Indian River, MI 49749

Re: 2023 Fire Protection Contract

Dear Tuscarora Township Clerk,

Enclosed please find you 2023 Fire Protection Contract, at your convenience please review the contract then sign date and return in the enclosed envelope.

As always, it's been an honor to be able to provide your Township with the best Fire Protection available.

If you should have any questions, feel free to contact me on my cell phone at 231-420-4555 or David Carpenter Fire Chief at 231-290-6020.

Sincerely,

Brian Trombly

President



## FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made and executed this 4<sup>th</sup> day of DECEMBER 2022 by and between the TUSCARORA TOWNSHIP VOLUNTEER FIRE ASSOCIATION, INCORPORATED, a Michigan non-profit corporation, hereafter called the party of the first part, and the TOWNSHIP OF TUSCARORA, Cheboygan County, Michigan, hereafter called the party of the second part.

WITNESSETH:

WHEREAS, the TUSCARORA TOWNSHIP VOLUNTEER FIRE ASSOCIATION, INCORPORATED, a Michigan non-profit corporation, is interested in providing fire protection services to TUSCARORA TOWNSHIP, Cheboygan County, Michigan.

WHEREAS, the Board of Trustees of TUSCARORA TOWNSHIP, Cheboygan County, Michigan, is desirous of having the first party provide fire fighting services to the territory of said TUSCARORA TOWNSHIP.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties heretofore and in consideration of the foregoing and mutual promises hereinafter contained as follows:

1. First party, subject to the subsequent provisions hereafter set forth, hereby agrees to provide fire protection for the following described territory of the second part, TO-WIT:
2. First party shall provide fire protection for dwellings, garages, utility buildings, commercial buildings and related structures, motor vehicles, and grass or forest fires (when notified of the existence of a fire) to the best of the ability of the members of the first party, with the equipment now on hand or hereafter acquired as addition thereto or in replacement of present equipment. First party shall fight such fire using the knowledge and training at the disposal of the members of the first party.



3. The parties agree that in the event of simultaneous fire calls in any other covered townships, and in Tuscarora Township, Cheboygan County, Michigan, the obligation of the first party shall be to first provide fire fighting equipment and services to Tuscarora Township citizens and property owners.
4. In the event the First Party is called to respond to a fire, hazardous clean up, or a rescue that requires extended services or equipment; beyond the First Parties capabilities, the First Parties shall not be required to provide fire fighting services without compensation from the Second Party, which shall be in addition to that set forth in Paragraph 5, below. The parties shall agree upon such additional compensation hereto before First Party shall have the obligation to proceed to fight such fire, clean up or rescue.
5. It is agreed that the second party shall pay first party for the fire services covered by this contract as follows: the sum of \$196,866.00
6. It is agreed that this contract shall cover fire protection services for the year beginning January 1<sup>st</sup>, 2023 and ending December 31, 2023.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

Date: 12-4-22 TUSCARORA TOWNSHIP VOLUNTEER  
FIRE ASSOCIATION, INCORPORATED  
A Michigan Non-Profit Corporation

By:   
President

By:   
Chief

Date: \_\_\_\_\_ TOWNSHIP OF TUSCARORA  
Cheboygan County, Michigan

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

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



**For Decision:** Approve Motion

**TITLE: Deputy clerk's compensation as a salary**

**SUMMARY: MCL 41.69 and MC: 41.79:** the Deputy Clerk and Deputy Treasurer compensation (hourly vs salary, and amount) will be reviewed & agreed upon by the Township Board per the previous motion on ALL Compensation Matters.

**FINANCIAL IMPACT:** None - Current Budget Acceptable

**RECOMMENDATION: Board Motion**

The Board approval of the Deputy clerk's compensation as a salary, which will be based upon the current yearly approved budget sum of \$5000 (\$192/ pay period).

**PREPARED BY:** Clerk Jay Reidsma

**DEPT/BOARD/COMMISSION:** Clerk

**ATTACHMENTS:** see Clerk – Treasurer statutory duties by MCL

**Treasurer:**

- Keeps an account of township receipts and revenues
- Issues township checks
- Collects delinquent personal property taxes
- Responsible for jeopardy assessments in collecting property tax
- Collects real and personal property taxes
- Collects mobile home specific tax
- Must appoint a deputy must post a surety bond

**41.76 Township treasurer; duties generally.**

The township treasurer shall receive and take charge of money belonging to the township, or that is by law required to be paid into the township treasury, and shall pay over and account for the money, according to the order of the township board, or the authorized officers of the township.

**41.77 Township treasurer; bond; deposit of funds; limitation as to assets; deputy; "financial institution" defined.**

A township treasurer, within the time limited for filing the oath of office and before entering upon the duties of the office, shall give a bond to the township in the sum and with the sureties as the township board shall require and approve, conditioned on the faithful discharge of the duties of the office and that the treasurer will account for and pay over according to law, all money that comes into the treasurer's hands as treasurer, and the supervisor shall indorse approval on the bond. The treasurer shall file, within the time above mentioned, the bond with the township clerk of the township, who shall record the bond in a book to be provided for that purpose. The township clerk, after recording the bond, shall deliver it to the supervisor, who shall file it in the supervisor's office.

**41.77 Township treasurer; bond; deposit of funds; limitation as to assets; deputy; "financial institution" defined.**

2) The township board of a township may provide by resolution for the depositing of money coming into the hands of the treasurer of the township, and the treasurer shall deposit the money in the financial institution the township board may direct, subject to this act. Interest that accrues upon the deposit shall be paid into the general fund of the township. The township board of a township shall determine in the resolution the time for which the deposits shall be made and all details for carrying into effect the authority given in this act, but proceedings in connection with the deposit of money shall be conducted in a manner to ensure full publicity and shall be open at all times to public inspection.

(3) If a financial institution is provided as authorized in this act, and the funds are deposited as directed, the treasurer of the township and the treasurer's bondsmen are relieved of liability occasioned by the failure of the financial institution of deposit or the sureties for the financial institution, or by the failure of either of them to safely keep and repay the funds.

**41.77 Township treasurer;** bond; deposit of funds; **limitation as to assets;** deputy; "financial institution" defined.

(4) Assets acceptable for pledging to secure deposits of township funds are limited to any of the following:

Assets considered acceptable to the state treasurer under section 3 of 1855 PA 105, MCL 21.143, to secure deposits of state surplus funds.

(b) Any of the following:

(i) Securities issued by the federal home loan mortgage corporation.

(ii) Securities issued by the federal national mortgage association.

(iii) Securities issued by the government national mortgage association.

(c) Other securities considered acceptable to the township and the financial institution.

41.77 **Township treasurer;** bond; deposit of funds; limitation as to assets; **deputy;** "financial institution" defined.

(5) The treasurer shall appoint a deputy, who shall serve at the pleasure of the treasurer. The deputy shall file an oath of office with the township clerk and shall give a bond to the township as required by the township board. The deputy, in case of the absence, sickness, death, or other disability of the treasurer, shall possess the powers and perform the duties of the treasurer, except the deputy shall not have a vote on the township board. The deputy shall be paid as the township board determines. With the approval of the township treasurer, the deputy may assist the treasurer in the performance treasurer's duties at any additional times agreed upon between the board and the treasurer, except the deputy shall not have a vote on the township board.

41.77 **Township treasurer;** bond; deposit of funds; limitation as to assets; deputy; **"financial institution" defined.**

(6) As used in this section, "financial institution" means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and which maintains a principal office or branch office located in this state under the laws of this state or the United States.

41.78 **Account of receipts and expenditures; book or electronic means; delivery to successor in office; availability of documents to public.**

At the expense of the township, each township treasurer shall keep an accurate account of the receipts and expenditures of township money in a

book or by electronic means which meets the uniform accounting requirements of the state treasurer. The account shall reflect the amount of money belonging to each of the several funds of the township and shall be delivered in a timely manner to the township treasurer's successor in office.

(2) Any document prepared, owned, used, in the possession of, or retained by the township treasurer in the performance of an official function shall be available to the public in compliance with the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

#### **41.730 Special assessments; delinquencies, reassessment.**

Sec. 10.

In case the **treasurer** shall, as above provided, report as delinquent any assessment or part thereof, the township board shall certify the same to the supervisor, who shall reassess on the annual township tax roll of such year in a column headed "special assessments" the sum so delinquent, with interest and penalties to September 1 of such year, and an additional penalty of 6% of the total amount. Thereafter the statutes relating to township taxes shall be applicable to such reassessments.

#### **42.27 Adoption of budget by township board; resolution; appropriation; tax levy; limitation; separate appropriation for fire and police departments; tax collection; interim budget.**

(4) The adoption of the resolution under this section is the final authority for the township supervisor to spread any approved levies upon the tax roll for the current year and to include the amount of each levy in his or her warrant to the township **treasurer**. The township **treasurer** shall collect and return the warrant as provided under the general property tax act, 1893 PA 206, MCL 211.1 to 211.157.

## **CLERK**

- Maintains custody of all township records
- Maintains general ledger
- Prepares warrants for township checks
- Records and maintains township meeting minutes
- Keeps the township book of oaths
- Must appoint a deputy
- Must post a surety bond
- Publishes board meeting minutes (if taxable value is \$83million in 2015, annually indexed, or a charter township)
- Responsible for special meeting notices
- Keeps township ordinance book
- Prepares financial statements
- Delivers tax certificates to supervisor and county clerk by September 30.
- Keeps voter registration file and conducts elections

### **41.65 Custody of records, books, and papers; preservation; delivery to successor in office; accounts; accounting records; journals and ledgers.**

The township clerk of each township shall have custody of all the records, books, and papers of the township, when no other provision for custody is made by law. The township clerk shall file and safely keep all certificates of oaths and other papers required by law to be filed in his or her office, and shall record those items required by law to be recorded. These records, books, and papers shall not be kept where they will be exposed to an unusual hazard of fire or theft. The township clerk shall deliver the records, books, and papers on demand to his or her successor in office.

The township clerk shall also open and keep an account with the treasurer of the township, and shall charge the treasurer with all funds that come into the treasurer's hands by virtue of his or her office, and shall credit him or



her with all money paid out by the treasurer on the order of the proper authorities of the township, and shall enter the date and amount of all vouchers in a book kept by the township clerk in the office.

The township clerk shall also open and keep a separate account with each fund belonging to the township, and shall credit each fund with the amounts that properly belong to it, and shall charge each fund with warrants drawn on the township treasurer and payable from that fund. The township clerk shall be responsible for the detailed accounting records of the township utilizing the uniform chart of accounts prescribed by the state treasurer. The township clerk shall prepare and maintain the journals and ledgers necessary to reflect the assets, liabilities, fund equities, revenues, and expenditures for each fund of the township.

#### **41.75 Approval and payment of claims against township; filing and preservation of accounts; authorized payments.**

In addition to other business matters that may be acted upon at a regular meeting of the township board, the township board shall approve claims against the township and authorize payment of allowed claims. Accounts approved by the township board shall be filed and preserved by the township clerk. The payments authorized shall be paid by the treasurer, on the order of the township board, signed by the township clerk.

#### **41.66 Book of records; transcription of minutes of township meeting; entering order, direction, or rule; availability of book and other writings to public.**

The township clerk shall transcribe, in the book of records of the township, the minutes of the proceedings of each township meeting held in the township, and shall enter in the book, each order, direction, or rule made by the township meeting. The book and any other writing prepared, owned, used, in the possession of, or retained by the township clerk in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976.

#### **41.67 Return to county clerks of names and addresses of officers elected or appointed.**

The township clerk of each township, and the city clerk of each city, shall, immediately after the qualifying of the officers elected or appointed in their respective townships and cities, return to the clerks of their respective counties the names and addresses of all such officers.

#### **41.69 Township clerk; bond; deputy.**

Sec. 69.

Each township clerk, within the time limited for filing the oath of office and before entering upon the duties of the office, shall give a bond to the township in the sum and with sureties that the township board requires and approves, conditioned for the faithful discharge of the duties of the office according to law, including the safekeeping of the records, books, and papers of the township in the manner required by law, and for their delivery on demand to the township clerk's successor in office. The bond shall be filed in the office of the supervisor. The township clerk shall appoint a deputy, who shall serve at the pleasure of the clerk. The deputy shall take an oath of office and file the oath with the clerk. In case of the absence, sickness, death, or other disability of the clerk, the deputy shall possess the powers and perform the duties of the clerk, except the deputy shall not have a vote on the township board. The deputy shall be paid by salary or otherwise as the township board determines. With the approval of the township clerk, the deputy may assist the township clerk in the performance of the township clerk's duties at any additional times agreed upon between the board and the clerk, except the deputy shall not have a vote on the township board.

**41.66 Book of records; transcription of minutes of township meeting; entering order, direction, or rule; availability of book and other writings to public.**

The township clerk shall transcribe, in the book of records of the township, the minutes of the proceedings of each township meeting held in the township, and shall enter in the book, each order, direction, or rule made by the township meeting. The book and any other writing prepared, owned, used, in the possession of, or retained by the township clerk in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976.

**124.679 Tax election; notices; canvass; certification of results; limitations.**

Sec. 29.

(1) If an election for a tax is to be held in conjunction with a general election or a state primary election immediately preceding a general election, the notices of close of registration and election shall be published as provided for by the state election laws. Otherwise, the county clerk of the largest county shall publish the notices of close of registration and election. The notice of close of registration shall include the ballot language of the proposal.

(2) The results of an election for a tax shall be canvassed by the board of county canvassers of each county in which all or part of a city, village, or township participating in a council under this act is located. If the county is not the largest county, the board of county canvassers shall certify the results of the election to the board of county canvassers of the largest county. The board of county canvassers of the largest county shall make the final canvass of an election for a tax based on the returns of the election inspectors of the participating cities, villages, and townships in that county and the certified results of the board of county canvassers of every other county in which a city, village, or township participating in the council is located. The board of county canvassers of the largest county shall certify the results of the election to the council and issue certificates of election. If a majority of the votes cast on the question of a tax is in favor of the proposal, the tax levy is authorized. No more than 2 elections shall be held in a calendar year on the question of a tax.

**211.36 Duties of township clerk; tax levy by county board of commissioners; certification of school millage elections; certification of taxes levied for certain purposes; direction for spread of millages; county in which library is located; expenses.**

Sec. 36.

(1) The township clerk of each township, on or before September 30 of each year, shall make and deliver to the supervisor of the clerk's township and to the county clerk, a certified copy of all statements and certificates on file and of all records of any vote or resolution in the clerk's office authorizing or directing money to be raised in the township by taxation for township, school, highway, drain, and all other purposes, together with a statement of the aggregate amount to be raised. However, if the issuance of bonds or notes or the levy of taxes for school purposes has been approved by the electors before September 30, this subsection does not preclude delivery by the clerk after September 30 of a resolution authorizing additional millage to be levied in the year voted. The clerk shall present the copies to the county board of commissioners at its annual meeting and file the copies in the clerk's office. The county board of commissioners shall not levy in the year voted a tax levy voted on or after September 30. This subsection does not apply if 1 of subsections (2) through (4) applies.

(2) The amount of taxes that are to be levied for school purposes in a school district, an intermediate school district, or community or junior college district that holds an election on or after September 30 and on or before November 15, or that holds a second millage election under this subsection allowable pursuant to subsection (3) on or before December 7, and that are approved, shall be certified for the calendar year in which the election is held, only if 1 of the following applies:

(a) For a school district, a school millage in that district has been defeated in a prior election in the same calendar year.

(b) For a school district, the school millage election is held in November on the date that school district elects its board members.

(c) For a community or junior college district, a community or junior college millage in that district has been defeated in a prior election in the same calendar year.

(d) For an intermediate school district, the district has a population greater than 1,400,000.

(e) For an intermediate school district with a population of less than 1,400,000, the millage election is held on or before October 15.

(3) Except as otherwise provided in this subsection, a school district, an intermediate school district, or a community or junior college district shall

not conduct more than 1 millage election pursuant to subsection (2). If a district's operating revenue is less than the total operating revenue for the previous school year, the district may hold a second school millage election pursuant to subsection (2) on or before December 7.

(4) Notwithstanding subsections (2) and (3), and except as otherwise provided in this subsection, the amount of taxes that are to be levied for any purpose by a taxing unit that holds an election in any year on or before the first Tuesday after the first Monday in November and that are approved by the electors of that taxing unit shall be certified for that calendar year. In 1997 only, the amount of taxes that are to be levied for any purpose by a taxing unit that holds an election in any year on or before November 30 and that are approved by the electors of that taxing unit shall be certified for that calendar year.

(5) After a millage is certified pursuant to subsections (2) through (4), the appropriate county board of commissioners shall meet and direct or amend its direction for the spread of millages by local units in the county pursuant to the certification or amended certification. If a millage is certified pursuant to subsection (4) for library purposes, if a taxing unit requests by resolution, the county board of commissioners for the county in which the library is located also may reduce or eliminate the millage previously authorized or dedicated for library purposes to be levied by that taxing unit for that year and direct the reduction or removal of the levy to be spread by the local units in the county.

(6) The reasonable and actual expenses incurred by a township, county, or city in assessing and collecting the school district, intermediate school district, or community or junior college district taxes levied and spread pursuant to an election under subsection (2) or (3) that is held after September 30, to the extent these expenses are in addition to the expense of collection and assessing any other taxes at the same time and exceed the amount of any fees imposed for the collection of these taxes, shall be billed to and paid by the school district, intermediate school district, or community or junior college district.

**41.72a Township board; regular and special meetings; time and place; moderator; transaction of business; publication of proceedings; adjusted amount.**

Sec. 72a. (1) The township board shall provide by resolution for the time and place of its regular meetings, and shall hold not less than 1 regular meeting every 3 months. If a time set for a regular meeting of the township board is a holiday, as designated by the township board, the regular meeting shall be held at the same time and place on the next secular day that is not a holiday.

(2) A special meeting of the township board shall be held at a time fixed by the board at a meeting or when the supervisor considers it necessary. Upon call of the supervisor, the township clerk shall give notice of the time and place of the meeting to each member, either in person or by leaving a written notice at the member's address. A special meeting of the township board shall be called by the township clerk upon receiving a written request for the meeting signed by a majority of the township board members.

(3) The supervisor, if present, shall be the moderator of a regular or special meeting of the township board. If the supervisor is not present, the township board, under the direction of the township clerk, shall elect by voice vote a member of the township board as a moderator of the meeting. The township clerk has the same powers and duties as the moderator until a moderator is chosen.

(4) The township board shall not transact business at a special meeting unless the business was stated in the notice of the meeting. However, if all the members of the board are present at a special meeting, business that might lawfully come before a regular meeting of the board may be transacted at the special meeting.

(5) Subject to subsection (6), if a township has a taxable value, as calculated under section 27a of the general property tax act, 1893 PA 206, MCL 211.27A, of \$50,000,000.00 or more, the township board, not more than 21 days after a meeting of the board, shall publish the proceedings of the meeting in a newspaper of general circulation in the township. The publication of a synopsis of the proceedings, prepared by the township clerk and approved by the supervisor, showing the substance of each separate proceeding of the board is a sufficient compliance with the requirements of this subsection.

(6) The \$50,000,000.00 amount provided for in subsection (5) shall be adjusted as of January 1 of each year, beginning January 1, 1998. The department of treasury shall determine on or before December 1 of each year, beginning December 1, 1997, an adjusted amount for the following year. The adjusted amount for each year shall be determined by comparing the consumer price index for the 12-month period ending the preceding October 31 with the corresponding consumer price index of 1 year earlier. The percentage increase or decrease shall then be multiplied by the current adjusted amount. The product shall be rounded up to the nearest multiple of \$1,000,000.00 and shall be the new adjusted amount. The department of treasury shall provide the adjusted amount upon request. As used in this section, "consumer price index" means the annual average percentage increase in the Detroit consumer price index for all items as reported by the United States department of labor.



**For Decision:** Approve Motion

**TITLE:** Approval for Deputy clerk to assist the Clerk

**SUMMARY: MCL: 41.69 Township clerk; bond; deputy.**

“deputy may assist the township clerk in the performance of the township clerk's duties at any additional times agreed upon between the board and the clerk,”

**FINANCIAL IMPACT:** None

**RECOMMENDATION: Board Motion**

Deputy Clerk will assist the Clerk for any & all Tuscarora Township Clerk statutory & non-statutory duties at any additional times to be determined by the Clerk, including taking meeting minutes.

**PREPARED BY:** Clerk Jay Reidsma

**DEPT/BOARD/COMMISSION:** Clerk

**ATTACHMENTS:** same as attachment - see “Clerk – Treasurer statutory duties by MCL”



**For Decision: Approve Motion**

**TITLE:** All Township Compensation matters to be decided by the Board of Trustees

**SUMMARY:** MCL: **41.75 Approval and payment of claims against township – per MTA Training - Township Board establishes all compensation (other than their own):**

- **Meeting Stipends (per diem / per meeting pay)**
- **Other officials', appointees, and employee's salary or wages (including deputy pay)**
- **Compensation to board members for additional, non-statutory duties**
- **Expense or mileage reimbursement**
- **Officials' benefits**
- **Employees' benefits**

**FINANCIAL IMPACT:** A Board Financial Fiduciary Responsibility per MCL 41.75: "township board shall approve claims against the township and authorize payment of allowed claims".

**RECOMMENDATION:** **Board Motion**

Tuscarora Township Board shall require all compensation matters for all departments, commissions, committees, etc. be approved with motions by the board:

- Establishing the need for additional work requiring compensation.
- Establishing a Job Description for performing this work.
- Worker status – full, part-time, seasonal, consulting
- Hourly Wage and/or Salary range for compensating this work.
- Budget Approval for work – Annual cost, budget center, GL accounts
- Utilizing Hiring Policy as required.
- Providing approval on all MTA delineated compensation items above.

**PREPARED BY:** Clerk Jay Reidsma

**DEPT/BOARD/COMMISSION:** Clerk

**ATTACHMENTS:** “ Clerk -Treasurer statutory duties by MCL”





**For Decision: Approve Motion**

**TITLE: Penalty Payment of Township's Workman Comp Insurance**

**SUMMARY:** The 2021-22 Workman's Comp Insurance incurred an Audit Non-Compliance charge of \$9996.00 billed October 3, 2022. Unless the "physical audit" is conducted by EXL, the Township is liable for this charge each subsequent year. The original premium was \$19,991 / year in 2021-22 prior to the Non-compliance charge, and \$19,236.00 in 2022-23 prior to a potential non-compliance charge.

**FINANCIAL IMPACT:** \$10,000 / year until audit completed.

**RECOMMENDATION: Board Motion**

Audit shall be conducted (as soon as EXL schedules) to recover \$10,000 from 2021-22, and avoid another payment for 2022-23 by prioritizing office staff, department heads, and volunteers, as required, to complete the Audit.

**PREPARED BY: Clerk Jay Reidsma**

**DEPT/BOARD/COMMISSION: Board**

**ATTACHMENTS:** Workmans Comp Ins exp 2021-22 & 2022-23

2021-2022

**Insured:**

TUSCARORA TOWNSHIP OF  
 CHEBOYGAN COUNTY  
 PO BOX 220  
 INDIAN RIVER MI 49749-9999

**Agent:**

MUNICIPAL UNDERWRITERS OF MICH  
 PO BOX 400  
 HOUGHTON LAKE MI 48629-0400



Telephone: 800-241-8398

Policy Number: WCV 8010184 08 01  
 Effective Date: 07/01/2021  
 Expiration Date: 07/01/2022

**Final Premium Adjustment Statement**

Line of Business	Audit Term	Audited Period	Auditor's Name
WORKERS COMPENSATION	Annual	07/01/21 - 07/01/22	Accident Fund

State	Class Code	Description of Classification	Exposure	Rate	Premium
MI	7720	POLICE OFFICERS	508,959.0	5.19000000	26,415.00
	8810	PUBLIC LIBRARY OR MUSEUM		0.14000000	0.00
	8810	OFFICE	195,961.0	0.14000000	274.00
	9015	JANITORIAL OPERATIONS & CUSTODIAL CARE		3.79000000	0.00
	9102	PARK, MUNICIPAL	114,811.0	3.08000000	3,536.00
	9220	CEMETERY OPERATIONS		5.08000000	0.00
	9410	MUNICIPAL, TWP, COUNTY OR STATE EMP NOC	66,788.0	1.42000000	948.00
	9034	RENEWAL CREDIT	23,691.0	0.04000000	-948.00
	9037	GROUP/ASSOCIATION CREDIT	31,173.0	0.05000000	-1,559.00
	9740	TERRORISM	886,519.0	0.02000000	177.00
	9741	CATASTROPHE	886,519.0	0.01000000	89.00
	9757	AUDIT NONCOMPLIANCE CHARGE	19,991.0	0.50000000	9,996.00
	9880	1-800 CLAIMS	22,743.0	0.01000000	-227.00
	9880	MANAGED CARE	22,743.0	0.01000000	-227.00
	9898	EXPERIENCE MODIFICATION	29,614.0	0.80000000	-5,923.00
	9887	SCHEDULE CREDIT	22,743.0	0.06000000	-1,365.00
	0063	PREMIUM DISCOUNT	20,924.0	0.06925062	-1,449.00
	0900	EXPENSE CONSTANT			250.00

Total Earned Premium \$29,987.00



2021-2022

INSURED COPY  
Invoice Date 10/03/2022

101-101-937-00

**Insured:**  
TUSCARORA TOWNSHIP OF  
CHEBOYGAN COUNTY  
PO BOX 220  
INDIAN RIVER MI 49749-9999

**Agent:**  
MUNICIPAL UNDERWRITERS OF MICH  
PO BOX 400  
HOUGHTON LAKE MI 48629-0400

**Policy Number:** WCV 8010184 08 01  
**Policy Effective Date:** 07/01/2021  
**Policy Expiration Date:** 07/01/2022  
**Audit Type:** Estimated

**Telephone:** 800-241-8398 **Agency Number:** 9009314

The audit of your policy has been completed. The final premium, payments and balances are due as follows:

**Audit Earned Premium:** \$ 29,987.00

**Collectable Balance:** \$ 29,987.00  
**Payments Received/Paid:** \$ -19,991.00

**Total Amount Applied:** \$ -19,991.00

**Total Due From Insured:** \$ 9,996.00  
(Includes Prior Balance)

# 338916  
BB

If you have any questions, call Customer Service @ 1-866-206-5851.

DETACH ALONG THIS PERFORATION

--	--	--	--	--	--

Total Earned Premium \$29,987.00

2022-23



AccidentFund UnitedHeartland CompWest ThirdCoast Underwriters

**Invoice**  
 June 6, 2022

Invoice Number 1000207019  
 Invoice Stream Premium  
 Account Number A010060838

Account  
 TUSCARORA TOWNSHIP OF  
 CHEBOYGAN COUNTY  
 PO BOX 220  
 INDIAN RIVER, MI 49749

Current Invoice Balance  
 Due Date

\$19,236.00  
 07/01/2022

Agency Information  
 Municipal Underwriters of Michigan  
 Inc.  
 PO Box 400  
 Houghton Lake, MI 48629-0400

800-241-8398

Payment Options

By Phone  
 866-206-5851

Electronic Payment  
 Accidentfund.com/  
 billing

Questions?

Accidentfund.com  
 866-206-5851  
 8:00 am – 8:00 pm EST, M-F

Mail payment coupon with your check to the address provided. Allow five days for delivery.

Invoice Number 1000207019  
 Account Number A010060838  
 Payment Due Date 07/01/2022  
 Payment Amount Due \$19,236.00  
 Amount Enclosed

Mail Payment To:  
 Accident Fund Insurance Company of America  
 P.O. Box 734928  
 Chicago, IL 60673-4928

734928 1000207019 A010060838 07012022 0001923600 5

2022-23



AccidentFund UnitedHeartland CompWest ThirdCoast Underwriters

 Invoice  
June 6, 2022

## Current Invoice Detail - Invoice 1000207019

Policy #	Transaction Detail	Amount	Paid/Credited	Amount Due
AF WCP 100039700 01	Policy term: 07/01/2022 - 07/01/2023			
AF WCP 100039700 01	Premium - New Renewal	\$19,236.00	\$0.00	\$19,236.00
AF WCP 100039700 01	Policy sub-total			\$19,236.00
Current Invoice Total				\$19,236.00

## Important information:

- To review your billing and payment history, please log in to your account at [Accidentfund.com/billing](http://Accidentfund.com/billing)
- Unless otherwise directed in writing by you, payments and credits will be applied according to our system rules
- Refunds, if any, after payment of outstanding and remaining invoices, and any amounts sent to External Collections will be returned to the Accountholder listed on the account
- A custom payment amount will be applied in accordance with the rules above
- Please reference your invoice number when making an electronic payment

## Schedule of fees where allowed by state laws:

- Invoice Fee - \$5.00
- Bank Returns - up to \$20.00
- Reinstatement Fee - \$20.00

## Your invoiced policies are underwritten by:

AF WCP 100039700 01 - Accident Fund Insurance Company of America



Jay Reidsma <clerk@tuscaroratwp.com>

## Workers Compensation Follow Up for Tuscarora Township

4 messages

MUM Inc. <mum@insuregov.com>

To: "tammy.tokcar@afgroup.com" <tammy.tokcar@afgroup.com>

Cc: "clerk@tuscaroratwp.com" <clerk@tuscaroratwp.com>

Mon, Dec 19, 2022 at 10:54 AM

Hello Tammy,

Thank you for your assistance this morning in discussing the 2021-2022 audit for the above referenced township.

The new clerk is Jay Reidsma, email is clerk@tuscaroratwp.com and a phone number 248-828-5960, with a PO Box 220 Indian River 49749.

Jay will schedule the physical audit with EXL once they reach out to him. Thank you also for placing the premium due on hold until the audit can be completed.

*Colleen D. Stinley*

Customer Service Representative

Municipal Underwriters of MI, Inc.

800-241-8398 • 989-422-6597 (Fax)

*Note: I was informed by Colleen that if we perform the "physical audit" with EXL, that we could be reimbursed for 2021-22, AND AVOID A 2022-23 payment of like amount. NO WORD YET FROM EXL*

*Jay Reidsma  
12-24-22*