

TUSCARORA TOWNSHIP
3546 S. Straits Hwy
Indian River, MI 49749
April 20, 2023 Meeting Agenda

1. Call to order
2. Roll call
3. Public comments on agenda items
4. Michigan Class Resolution
5. Fireworks Project Manager
6. Posting of job openings, RFP contract for MI Certified Assessor Tech & special meeting date
7. DDA resignation
8. Pay bills
9. Public comments
10. Board comments
11. Adjournment

Resolution to Approve the Addition of
Michigan Cooperative Liquid Assets Securities System
as an Approved Investment Option

Township of Tuscarora
County of Cheboygan, State of Michigan

Minutes of a Special Meeting of the Tuscarora Township Board of the Township of Tuscarora, County of Cheboygan, Michigan held in the Township municipal offices Tuscarora Township on April 20, 2023, at 3:30 P.M.

MEMBERS PRESENT: Clerk Reidsma, Trustees Vance & Kramer

MEMBERS ABSENT: Supervisor Ridley, Balazovic

The following resolution was offered by Trustee Kramer and supported by Clerk Reidsma.

WHEREAS, the Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is compliant with Public Act 20, and;

WHEREAS, the Michigan CLASS Board of Trustees oversees the pool and directs the pool administrator, Public Trust Advisors, to emphasize safety, liquidity, and convenience while providing diversification of investments and the advantage of a competitive return, and;

WHEREAS, Michigan CLASS investments are fully compliant with all appropriate Michigan investment laws, and;

WHEREAS, Michigan CLASS has over 600 funded participants ranging from the very large to the very small, with nearly \$3.5 billion in shares outstanding, and;

WHEREAS, this investment has no restrictions regarding withdrawals or contributions, affording Tuscarora Township the ability to use Michigan CLASS as it best suits our individual needs.

NOW THEREFORE BE IT HEREBY RESOLVED that the Tuscarora Township Board approves the Michigan Class Investment Pool as an authorized Investment institution and authorizes the Township Treasurer to complete the necessary paperwork to enroll in the pool.

AYES: Members: Reidsma, Kramer, Vance

NAYS: Members: None

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 special meeting held on April 20, 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.

**Contractual Agreement For
Assessing Services
Tuscarora Township, Michigan**

Agreement made this ____ day of _____, 2023, between the Township of Tuscarora, a Michigan municipal corporation acting by and through its duly authorized officers and located in the County of Cheboygan, State of Michigan, located at Indian River, MI 49749, hereafter referred to as "Contractor."

Section I. Purpose of Agreement. Tuscarora Township hereby contracts Contractor to provide assessing service and perform certain duties as may be assigned by the Tuscarora Township Assessor.

Section II. Duties and Responsibilities. Contractor agrees to review parcels and complete apex drawings as well as other duties as assigned by the Tuscarora Township Assessor. Parcel reviews will be under the supervision and policies set forth by the Tuscarora Township Assessor, and in compliance with the laws and regulations of the State of Michigan.

Section III. Licensing. All work performed under this Agreement will be reviewed and approved by the Tuscarora Township Assessor.

Section IV. Training. Contractor agrees to work with the Tuscarora Township Assessor to complete all tasks assigned.

Section V. Materials. Tuscarora Township will provide Contractor all software needed to perform the duties assigned by the Tuscarora Township Assessor. Tuscarora Township agrees to update software as needed and to provide maps and other data as may be required for the job.

Section VI. Compensation. Tuscarora Township agrees to compensate Contractor \$20.00 per parcel fully reviewed. Minor updates or reviews will be compensated at \$12.50 per parcel. Data processing services will be paid at the rate of \$17.50 per hour. Payment will be distributed monthly and all applicable tax forms required under federal and state law will be filed with the respective taxing authority.

Section VII. Independent Contractor Status. The parties agree that Contractor is an independent contractor, and that neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed to be, employees of Tuscarora Township. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
- The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and Tuscarora Township shall not hire, supervise, or pay any assistants to help Contractor.

- Neither Contractor nor Contractor's employees or contract personnel shall be required by Tuscarora Township to devote full time to the performance of the services required by this Agreement.
- The Contractor does not receive the majority of its annual compensation from Tuscarora Township.

The parties acknowledge and agree that Tuscarora Township is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

Section VIII. Permits and Licenses. Contractor declares that Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement. Contractor declares that Contractor is a Michigan Certified Assessing Technician and that status remains current through this contract.

Section IX. State and Federal Taxes. Tuscarora Township will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, or
- make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and self-employment (Social Security) taxes. On demand, Contractor shall provide Tuscarora Township with proof that such payments have been made.

Section X. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Tuscarora Township.

Section XI. Worker's Compensation. Tuscarora Township shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide Tuscarora Township with a certificate of worker's compensation insurance before the employees begin work.

Section XII. Unemployment Compensation. Tuscarora Township shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

Section XIII. Severability. In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section XIV. Entire Agreement. This agreement contains the entire understanding of the parties. It may be changed only by an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

Section XV. Insurance. Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless Tuscarora Township from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of the employees or agents of Contractor.

Contractor agrees to provide General Liability Insurance for \$1,000,000 with Tuscarora Township listed as an additional insured.

Section XVI. Term of Agreement.

1. The Agreement will be in place beginning on _____ until _____.
2. The Tuscarora Township and Contractor may terminate this Agreement upon sixty (60) day written notice provided to the other party. Both parties will continue their respective obligations under this Agreement up to the date of termination, unless otherwise agreed.
3. This Agreement may be extended beyond the initial term in annual increments upon the written agreement of both parties.
4. Termination with cause is immediate with return of all township property by Contractor.

In witness whereof, the parties hereto agree to execute this agreement the _____ day of the month of _____, 2018.

CONTRACTOR

By:

TUSCARORA TOWNSHIP

Supervisor

Assessor