

TUSCARORA TOWNSHIP
3546 S. Straits Hwy, Indian River, MI 49749
August 1, 2023 7:00 PM REGULAR MEETING
AGENDA

1. Call to order
2. Pledge to flag
3. Roll call
4. Board member conflict of interest statement (if applicable)
5. Approval of meeting agenda
6. Public Comment of agenda items
7. Approval of consent agenda
 - a. Bills Report
 - b. Treasurer Report
 - c. Minutes
 - d. Correspondence
 - e. Reports:
 - Airport
 - Assessor
 - DDA
 - FOIA
 - Library
 - Parks
 - Planning
 - Police
 - Sewer
8. Old business
 - a. Nabanois Property
 - b. Craig Waldron (land purchase)
 - c. River Street Steps
 - d. Sewer Issues (Criteria, VA)
 - e. Cemetery
9. New business
 - a. Treasurer Requests
 - b. Hangar Lease
 - c. FOIA Appeal
 - d. Fireworks
 - e. Budget Adjustments
10. Public comments
11. Board comments
12. Adjournment

Bills/Invoices/Revenue & Expenditure Report

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
7986	BRIDGEWATER EXCAVATING	07/20/2023	08/05/2023	200.00	200.00	Open	N
8009	CAR QUEST AUTO PARTS	07/21/2023	08/21/2023	36.12	36.12	Open	N
8010	CAR QUEST AUTO PARTS	07/22/2023	08/21/2023	6.99	6.99	Open	N
8011	CAR QUEST AUTO PARTS	07/25/2023	08/24/2023	12.47	12.47	Open	N
Total for vendor 00093 - CAR QUEST AUTO PARTS:				55.58	55.58		
7976	CENGAGE LEARNING INC/GALE	07/12/2023	08/11/2023	86.97	86.97	Open	N
7977	CENTER POINT LARGE PRINT	07/01/2023	08/01/2023	44.94	44.94	Open	N
7987	CHEBOYGAN COUNTY TREASURER	07/23/2023	08/02/2023	1,800.00	1,800.00	Open	N
7973	CLASSIC CLEANING	06/05/2023	07/05/2023	70.00	70.00	Open	N
8019	CLASSIC CLEANING	06/28/2023	08/28/2023	547.50	547.50	Open	N
Total for vendor 00126 - CLASSIC CLEANING:				617.50	617.50		
8013	CONSUMERS ENERGY	07/19/2023	08/11/2023	1,395.88	1,395.88	Open	N
7980	FULLFORD SURVEYING	07/19/2023	08/20/2023	1,700.00	1,700.00	Open	N
8020	HILL MOUNTAIN SIGNWORKS	07/28/2023	08/28/2023	391.00	391.00	Open	N
7978	JAY REIDSMA	07/10/2023	08/10/2023	79.00	79.00	Open	N
7989	K & J SEPTIC SERVICE	07/20/2023	07/20/2023	320.00	320.00	Open	N
8007	MEAD & HUNT	07/24/2023	08/23/2023	6,500.00	6,500.00	Open	N
7996	MICHIGAN AGRIBUSINESS SOLUTIONS	07/17/2023	08/16/2023	11,180.00	11,180.00	Open	N
7975	MIDWEST TAPE LLC	07/19/2023	07/30/2023	334.64	334.64	Open	N
7972	MUNICIPAL EMP. RETIREMENT	07/31/2023	08/20/2023	11,862.25	11,862.25	Open	N
8012	RENTAL EXPRESS	07/24/2023	07/24/2023	35.00	35.00	Open	N
7979	SCREENGPHICS	07/06/2023	07/21/2023	255.50	255.50	Open	N
7995	STANDARD ELECTRIC COMPANY	07/14/2023	07/24/2023	4,868.36	4,868.36	Open	N
7988	STANDARD INSURANCE COMPANY	07/17/2023	08/01/2023	363.17	363.17	Open	N
7994	SUMMIT FIRE PROTECTION	07/09/2023	08/08/2023	110.40	110.40	Open	N
7981	TUSCARORA TOWNSHIP	07/01/2023	07/17/2023	187.91	187.91	Open	N
7974	VANS BUSINESS MACHINE	07/11/2023	08/10/2023	169.17	169.17	Open	N
8008	WEX BANK	07/21/2023	08/14/2023	163.02	163.02	Open	N
7993	YOUR FLEETCARD PROGRAM	07/06/2023	07/21/2023	1,244.90	1,244.90	Open	N
# of Invoices:		27	# Due:	27	Totals:	43,965.19	43,965.19
# of Credit Memos:		0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					43,965.19	43,965.19	

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INVOICE REGISTER REPORT FOR TUSCARORA TOWNSHIP

EXP CHECK RUN DATES 06/30/2023 - 08/02/2023

UNJOURNALIZED

OPEN

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Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			5,388.30	5,388.30		
	207 - POLICE FUND			13,951.67	13,951.67		
	219 - STREET LIGHTING FUND			159.37	159.37		
	248 - DOWNTOWN DEVELOPMENT AUTHORI			255.50	255.50		
	271 - LIBRARY FUND			1,661.99	1,661.99		
	590 - SEWER FUND			22,548.36	22,548.36		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 -			1,800.00	1,800.00		
	101 - TOWNSHIP BOARD			1,700.00	1,700.00		
	262 - ELECTIONS			79.00	79.00		
	265 - BUILDING AND GROUNDS			644.70	644.70		
	301 - POLICE			13,951.67	13,951.67		
	446 - ROADS STREETS BRIDGES			200.00	200.00		
	448 - STREET LIGHTING			159.37	159.37		
	536 - WATER AND SEWER SYSTEMS			22,548.36	22,548.36		
	728 -			255.50	255.50		
	751 - PARKS AND RECREATION			964.60	964.60		
	790 - LIBRARY			1,661.99	1,661.99		

Check Register Report For Tuscarora Township
For Check Dates 07/01/2023 to 07/31/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
07/20/2023	POOL	34596	MESSA	2,388.58	2,388.58	0.00	Open
07/20/2023	POOL	34597	MICHIGAN STATE DISBURSEMENT UNIT	222.01	222.01	0.00	Open
07/20/2023	POOL	34598	UMB BANK, F/B/O PLANMEMBER	540.00	540.00	0.00	Open
07/20/2023	POOL	DD1199	KRAMER, ROBERT A	939.69	0.00	742.17	Cleared
07/20/2023	POOL	DD1200	DILLAHA, JANICE A	1,072.19	0.00	897.15	Cleared
07/20/2023	POOL	DD1201	DRALLE - DECKER, KAREN M	876.13	0.00	737.53	Cleared
07/20/2023	POOL	DD1202	PEARSON, KIMBERLY	163.08	0.00	143.68	Cleared
07/20/2023	POOL	DD1203	VANCE, JANET M	163.08	0.00	143.68	Cleared
07/20/2023	POOL	DD1204	ODENWALD, RONALD	192.31	0.00	169.43	Cleared
07/20/2023	POOL	DD1205	REIDSMA, JAY D	939.69	0.00	827.87	Cleared
07/20/2023	POOL	DD1206	GREEN, CHRIS	1,782.50	0.00	1,428.85	Cleared
07/20/2023	POOL	DD1207	WIMER, CINDY J	435.00	0.00	383.24	Cleared
07/20/2023	POOL	DD1208	KEIPERT, R DOUGLAS	2,115.38	0.00	1,682.19	Cleared
07/20/2023	POOL	DD1209	BROWN, BRIDGET	450.00	0.00	396.44	Cleared
07/20/2023	POOL	DD1210	MYERSON, JANET C	2,314.40	0.00	1,709.75	Cleared
07/20/2023	POOL	DD1211	CHAMBERLAIN, WALTER C.	4,118.20	0.00	3,018.24	Cleared
07/20/2023	POOL	DD1212	BLUMKE, BRANDON D.	2,626.40	0.00	1,824.49	Cleared
07/20/2023	POOL	DD1213	DIEHL, CHRISTOPHER V	2,721.56	0.00	1,945.37	Cleared
07/20/2023	POOL	DD1214	TEMPLE, JR, GORDON M.	3,054.40	0.00	1,857.45	Cleared
07/20/2023	POOL	DD1215	ANDERSON, MICKELO M	2,746.56	0.00	2,190.39	Cleared
07/20/2023	POOL	DD1216	LALONDE, STACY A	4,880.24	0.00	3,731.90	Cleared
07/20/2023	POOL	DD1217	JOHNSON, JEFFREY A.	2,709.96	0.00	1,668.06	Cleared
07/20/2023	POOL	DD1218	SCHOFIELD, DOUGLAS D	2,115.38	0.00	1,446.68	Cleared
07/20/2023	POOL	DD1219	HUFFMAN, RYAN D	982.80	0.00	820.29	Cleared
07/20/2023	POOL	DD1220	SPRECKER, QUINTIN	974.12	0.00	777.50	Cleared
07/20/2023	POOL	DD1221	PARINELLO, VINCENT	983.92	0.00	821.14	Cleared
07/20/2023	POOL	DD1222	RUTKOWSKI, KELSEY J	1,653.85	0.00	1,330.96	Cleared
07/20/2023	POOL	DD1223	LINTZ, SANDRA L	1,025.10	0.00	811.95	Cleared
07/20/2023	POOL	DD1224	ERDMANN, LORETTA	564.80	0.00	461.31	Cleared
07/20/2023	POOL	DD1225	MARTENES, VIRGINIA	288.00	0.00	253.73	Cleared

Check Register Report For Tuscarora Township
For Check Dates 07/01/2023 to 07/31/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
07/20/2023	POOL	DD1226	BUTLER, ISABELLE	240.00	0.00	211.44	Cleared
07/20/2023	POOL	DD1227	STRADLING, ANTIONETTE	416.00	0.00	366.50	Cleared
07/20/2023	POOL	EFT491	INTERNAL REVENUE SERVICE	9,843.98	9,843.98	0.00	Open
07/20/2023	POOL	EFT492	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	253.85	253.85	0.00	Open
07/20/2023	POOL	EFT493	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	180.00	180.00	0.00	Open
07/20/2023	POOL	EFT494	STATE OF MICHIGAN	1,737.22	1,737.22	0.00	Open
07/06/2023	POOL	34578	MICHIGAN STATE DISBURSEMENT UNIT	222.01	222.01	0.00	Open
07/06/2023	POOL	34579	UMB BANK, F/B/O PLANMEMBER	500.00	500.00	0.00	Open
07/06/2023	POOL	34580	FRATERNAL ORDER OF POLICE	280.00	280.00	0.00	Open
07/06/2023	POOL	DD1170	KRAMER, ROBERT A	939.69	0.00	742.16	Cleared
07/06/2023	POOL	DD1171	DILLAHA, JANICE A	1,072.19	0.00	897.15	Cleared
07/06/2023	POOL	DD1172	DRALLE - DECKER, KAREN M	797.94	0.00	676.47	Cleared
07/06/2023	POOL	DD1173	PEARSON, KIMBERLY	163.08	0.00	143.67	Cleared
07/06/2023	POOL	DD1174	VANCE, JANET M	163.08	0.00	143.67	Cleared
07/06/2023	POOL	DD1175	REIDSMA, JAY D	939.69	0.00	827.86	Cleared
07/06/2023	POOL	DD1176	GREEN, CHRIS	1,650.25	0.00	1,328.22	Cleared
07/06/2023	POOL	DD1177	WIMER, CINDY J	405.00	0.00	356.80	Cleared
07/06/2023	POOL	DD1178	KEIPERT, R DOUGLAS	2,115.38	0.00	1,682.20	Cleared
07/06/2023	POOL	DD1179	BROWN, BRIDGET	1,812.50	0.00	1,522.10	Cleared
07/06/2023	POOL	DD1180	MYERSON, JANET C	2,335.15	0.00	1,685.53	Cleared
07/06/2023	POOL	DD1181	CHAMBERLAIN, WALTER C.	2,301.60	0.00	1,595.78	Cleared
07/06/2023	POOL	DD1182	BLUMKE, BRANDON D.	2,522.40	0.00	1,715.76	Cleared
07/06/2023	POOL	DD1183	DIEHL, CHRISTOPHER V	2,241.60	0.00	1,540.13	Cleared
07/06/2023	POOL	DD1184	TEMPLE, JR, GORDON M.	2,958.40	0.00	1,793.99	Cleared
07/06/2023	POOL	DD1185	ANDERSON, MICKELO M	2,837.96	0.00	2,230.90	Cleared
07/06/2023	POOL	DD1186	LALONDE, STACY A	2,751.90	0.00	2,158.29	Cleared
07/06/2023	POOL	DD1187	JOHNSON, JEFFREY A.	2,241.60	0.00	1,338.28	Cleared
07/06/2023	POOL	DD1188	SCHOFIELD, DOUGLAS D	2,115.38	0.00	1,446.68	Cleared
07/06/2023	POOL	DD1189	HUFFMAN, RYAN D	979.30	0.00	817.64	Cleared
07/06/2023	POOL	DD1190	HANEL, DREW E	769.23	0.00	654.04	Cleared

Check Register Report For Tuscarora Township
For Check Dates 07/01/2023 to 07/31/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
07/06/2023	POOL	DD1191	SPRECKER, QUINTIN	1,090.88	0.00	866.35	Cleared
07/06/2023	POOL	DD1192	PARINELLO, VINCENT	1,092.70	0.00	903.93	Cleared
07/06/2023	POOL	DD1193	RUTKOWSKI, KELSEY J	1,615.38	0.00	1,301.69	Cleared
07/06/2023	POOL	DD1194	LINTZ, SANDRA L	1,216.00	0.00	965.06	Cleared
07/06/2023	POOL	DD1195	ERDMANN, LORETTA	832.00	0.00	665.84	Cleared
07/06/2023	POOL	DD1196	MARTENES, VIRGINIA	289.80	0.00	255.32	Cleared
07/06/2023	POOL	DD1197	BUTLER, ISABELLE	576.00	0.00	503.13	Cleared
07/06/2023	POOL	DD1198	STRADLING, ANTIONETTE	445.90	0.00	392.83	Cleared
07/06/2023	POOL	EFT487	INTERNAL REVENUE SERVICE	8,938.14	8,938.14	0.00	Open
07/06/2023	POOL	EFT488	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	253.85	253.85	0.00	Open
07/06/2023	POOL	EFT489	MUNICIPAL EMPLOYEE RETIREMENT SERVICES	145.00	145.00	0.00	Open
07/06/2023	POOL	EFT490	STATE OF MICHIGAN	1,642.10	1,642.10	0.00	Open

Totals:		Number of Checks:	072	111,963.46	27,146.74	63,950.85
Total Physical Checks:			6			
Total Check Stubs:			66			

PERIOD ENDING 07/31/2023

% Fiscal Year Completed: 8.47

		2023-24	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	ORIGINAL	07/31/2023	MONTH 07/31/2023	BALANCE	% BDGT
		BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND						
Revenues						
Dept 000						
101-000-402.00	PROPERTY TAXES	285,999.22	0.00	0.00	285,999.22	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	9,800.00	0.00	0.00	9,800.00	0.00
101-000-434.00	TRAILER PARK FEES	150.00	2,550.00	2,550.00	(2,400.00)	1,700.00
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	93,000.00	0.00	0.00	93,000.00	0.00
101-000-448.00	STATE REIM. SUMMER TAX	9,200.00	0.00	0.00	9,200.00	0.00
101-000-451.00	SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
101-000-477.00	CABLE FRANCHISE FEES	4,700.00	0.00	0.00	4,700.00	0.00
101-000-491.00	CEMETERY FEES	5,000.00	1,410.00	1,410.00	3,590.00	28.20
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
101-000-528.00	STATE GRANTS ARPA	0.00	0.00	0.00	0.00	0.00
101-000-566.00	STATE REC GRANT	0.00	0.00	0.00	0.00	0.00
101-000-573.00	LOCAL COMMUNITY STABILIZATION SHARE	538.00	0.00	0.00	538.00	0.00
101-000-574.00	STATE SHARED REVENUE - SALES/USE	337,360.00	0.00	0.00	337,360.00	0.00
101-000-576.00	SPEC ELECTION REIMB	0.00	0.00	0.00	0.00	0.00
101-000-626.00	CHARGES FOR SERVICES RENDERED	1,500.00	540.00	540.00	960.00	36.00
101-000-628.00	CHARGES FOR SERV. RENDERED, PARK	20,000.00	2,600.00	2,600.00	17,400.00	13.00
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	1,100.00	1,100.00	100.00	91.67
101-000-642.00	CHARGES FOR CEMETERY GRAVE SITES	2,000.00	2,500.00	2,500.00	(500.00)	125.00
101-000-643.00	LAND SALES	35,000.00	0.00	0.00	35,000.00	0.00
101-000-644.00	VETERANS PIER BRICK PAVERS	0.00	0.00	0.00	0.00	0.00
101-000-646.00	BOAT LAUNCH FEES	0.00	0.00	0.00	0.00	0.00
101-000-665.00	INTEREST INCOME	10,000.00	0.00	0.00	10,000.00	0.00
101-000-666.00	DIVIDENDS	0.00	0.00	0.00	0.00	0.00
101-000-667.01	AIRPORT HANGER LEASE	3,800.00	1,350.00	1,350.00	2,450.00	35.53
101-000-670.02	MARINA PARK LEASE	1,500.00	0.00	0.00	1,500.00	0.00
101-000-674.01	CONTRIBUTIONS FROM PRIVATE SOURC	7,500.00	0.00	0.00	7,500.00	0.00
101-000-674.02	RECREATION DEPARTMENT CONTRIBUTI	0.00	0.00	0.00	0.00	0.00
101-000-676.00	REIMBURSEMENTS	0.00	3,613.07	3,613.07	(3,613.07)	100.00
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	0.00	0.00	0.00	0.00
101-000-689.00	CASH OVER OR SHORT	0.00	0.00	0.00	0.00	0.00
101-000-693.00	GAIN ON SALE FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
101-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		831,447.22	15,663.07	15,663.07	815,784.15	1.88
Dept 751 - PARKS AND RECREATION						
101-751-581.00	CONTRIBUTIONS FROM LOCAL UNITS OF GOVERN	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
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

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REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP

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PERIOD ENDING 07/31/2023

% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE	
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND							
Revenues							
TOTAL REVENUES		831,447.22	15,663.07	15,663.07		815,784.15	1.88
Expenditures							
Dept 101 - TOWNSHIP BOARD							
101-101-703.00	TOWNSHIP BOARD TRUSTEE SALARIES	8,480.00	652.32	652.32		7,827.68	7.69
101-101-704.00	ADMINISTRATIVE ASSISTANT	37,440.00	3,432.75	3,432.75		34,007.25	9.17
101-101-704.01	DDA ADMINISTRATOR	0.00	0.00	0.00		0.00	0.00
101-101-704.02	OFFICE ASSISTANT	18,720.00	1,643.94	1,643.94		17,076.06	8.78
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	648.72	438.26	438.26		210.46	67.56
101-101-709.01	OFFICE ASST FICA	1,432.08	0.00	0.00		1,432.08	0.00
101-101-709.02	ADMIN FICA	2,907.22	0.00	0.00		2,907.22	0.00
101-101-710.00	EMPLOYERS MESC	0.00	213.00	213.00		(213.00)	100.00
101-101-719.00	HOSPITALIZATION	0.00	0.00	0.00		0.00	0.00
101-101-752.00	TOWNSHIP BD. OFFICE SUPPLIES	4,000.00	118.29	118.29		3,881.71	2.96
101-101-801.00	TOWNSHIP BD. PROFESSIONAL EXPENS	3,500.00	2,125.00	2,125.00		1,375.00	60.71
101-101-805.00	GG AASSESSMENT TO SEWER	3,500.00	0.00	0.00		3,500.00	0.00
101-101-809.00	FEES	450.00	0.00	0.00		450.00	0.00
101-101-850.00	COMMUNICATIONS	3,500.00	488.83	488.83		3,011.17	13.97
101-101-851.00	MAIL/POSTAGE	1,500.00	0.00	0.00		1,500.00	0.00
101-101-852.00	INTERNET & WEBSITE	1,300.00	161.64	161.64		1,138.36	12.43
101-101-861.00	MILEAGE REIMBURSEMENT	0.00	0.00	0.00		0.00	0.00
101-101-880.00	FIREWORKS - COMMUNITY PROMOTION	22,500.00	14,500.00	14,500.00		8,000.00	64.44
101-101-900.00	TOWNSHIP BD. PRINTING AND PUBLIS	7,500.00	853.46	853.46		6,646.54	11.38
101-101-915.00	TOWNSHIP BD. DUES AND MEMBERSHIP	5,500.00	0.00	0.00		5,500.00	0.00
101-101-916.00	TWP. BD. EDUCATION AND TRAINING	500.00	0.00	0.00		500.00	0.00
101-101-931.00	TOWNSHIP BD. REPAIRS AND MAINTEN	1,500.00	0.00	0.00		1,500.00	0.00
101-101-935.00	LIABILITY & CONTENTS INSURANCE	2,750.00	31,589.00	31,589.00		(28,839.00)	1,148.69
101-101-937.00	WORKMEN'S COMPENSATION INSURANCE	700.00	19,228.00	19,228.00		(18,528.00)	2,746.86
101-101-940.00	TOWNHSHIP BD. RENTALS	0.00	0.00	0.00		0.00	0.00
101-101-948.00	COMPUTER SERVICES	4,500.00	0.00	0.00		4,500.00	0.00
101-101-964.00	REFUNDS AND REBATES	0.00	0.00	0.00		0.00	0.00
101-101-977.00	TOWNSHIP BD. EQUIPMENT	0.00	0.00	0.00		0.00	0.00
101-101-980.00	COMPUTER & OFFICE EQUIP	2,500.00	24.38	24.38		2,475.62	0.98
101-101-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00		0.00	0.00
101-101-998.00	EXTRAORDINARY ITEMS- PENALTIES	0.00	0.00	0.00		0.00	0.00
Total Dept 101 - TOWNSHIP BOARD		135,328.02	75,468.87	75,468.87		59,859.15	55.77
Dept 171 - SUPERVISOR							
101-171-703.00	SUPERVISOR SALARY	24,432.00	1,879.38	1,879.38		22,552.62	7.69
101-171-704.00	DEPUTY SUPERVISOR SALARY	5,000.00	192.31	192.31		4,807.69	3.85
101-171-709.00	EMPLOYER SOCIAL SECURITY	2,251.55	158.48	158.48		2,093.07	7.04
101-171-752.00	OFFICE SUPPLIES	500.00	0.00	0.00		500.00	0.00
101-171-916.00	EDUCATION/TRAINING SUPERVISOR	0.00	0.00	0.00		0.00	0.00
101-171-980.00	EQUIPMENT	1,500.00	504.00	504.00		996.00	33.60
Total Dept 171 - SUPERVISOR		33,683.55	2,734.17	2,734.17		30,949.38	8.12
Dept 209 - CONTINGENCY							
101-209-941.00	CONTINGENCIES	40,000.00	0.00	0.00		40,000.00	0.00
Total Dept 209 - CONTINGENCY		40,000.00	0.00	0.00		40,000.00	0.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	07/31/2023 (ABNORMAL)	MONTH 07/31/2023 INCREASE (DECREASE)	BALANCE (ABNORMAL)		
Fund 101 - GENERAL FUND							
Expenditures							
Dept 215 - CLERK							
101-215-703.00	CLERK SALARY	24,432.00	1,879.38	1,879.38		22,552.62	7.69
101-215-704.00	DEPUTY SALARY	5,000.00	840.00	840.00		4,160.00	16.80
101-215-709.00	EMPLOYER SOCIAL SECURITY	2,251.55	210.34	210.34		2,041.21	9.34
101-215-752.00	CLERK OFFICE SUPPLIES	1,000.00	0.00	0.00		1,000.00	0.00
101-215-801.00	PROFESSIONAL	8,000.00	0.00	0.00		8,000.00	0.00
101-215-861.00	MILEAGE REIMBURSEMENT CLERK	0.00	30.13	30.13		(30.13)	100.00
101-215-916.00	CLERK EDUCATION AND TRAINING	500.00	0.00	0.00		500.00	0.00
101-215-933.00	CLERK SOFTWARE SUPPORT	2,000.00	0.00	0.00		2,000.00	0.00
101-215-948.00	CLERK COMPUTER SERVICES	0.00	0.00	0.00		0.00	0.00
101-215-980.00	CLERK EQUIPMENT	0.00	899.96	899.96		(899.96)	100.00
101-215-984.00	SOFTWARE	0.00	0.00	0.00		0.00	0.00
Total Dept 215 - CLERK		43,183.55	3,859.81	3,859.81		39,323.74	8.94
Dept 223 - INTERNAL AUDIT							
101-223-801.00	ACCOUNTING FEES	3,000.00	0.00	0.00		3,000.00	0.00
Total Dept 223 - INTERNAL AUDIT		3,000.00	0.00	0.00		3,000.00	0.00
Dept 247 - BOARD OF REVIEW							
101-247-704.00	BOARD OF REVIEW WAGES	1,800.00	0.00	0.00		1,800.00	0.00
101-247-709.00	EMPLOYER SOCIAL SECURITY	139.50	0.00	0.00		139.50	0.00
101-247-916.00	EDUCATION & TRAINING	600.00	0.00	0.00		600.00	0.00
Total Dept 247 - BOARD OF REVIEW		2,539.50	0.00	0.00		2,539.50	0.00
Dept 253 - TREASURER							
101-253-703.00	TREASURERS SALARY	27,880.00	2,144.38	2,144.38		25,735.62	7.69
101-253-704.00	DEPUTY TREASURER WAGES	5,000.00	0.00	0.00		5,000.00	0.00
101-253-709.00	EMPLOYER SOCIAL SECURITY	2,515.32	164.04	164.04		2,351.28	6.52
101-253-752.00	TREASURER OFFICE SUPPLIES	500.00	0.00	0.00		500.00	0.00
101-253-801.00	TREASURER PROFESSIONAL EXP.	600.00	0.00	0.00		600.00	0.00
101-253-804.00	TREAS. TAX PREPARATION	1,000.00	1,118.44	1,118.44		(118.44)	111.84
101-253-851.00	MAIL/POSTAGE	3,500.00	467.19	467.19		3,032.81	13.35
101-253-861.00	MILEAGE REIMBURSEMENT TREASURER	0.00	0.00	0.00		0.00	0.00
101-253-916.00	TREASURER EDUCATION AND TRAINING	250.00	0.00	0.00		250.00	0.00
101-253-933.00	SOFTWARE MAINT. AGREEMENT	4,100.00	653.00	653.00		3,447.00	15.93
101-253-948.00	TREASURER COMPUTER SERVICES	0.00	335.00	335.00		(335.00)	100.00
101-253-980.00	TREAS COMPUTER & OFFICE EQUIP	0.00	0.00	0.00		0.00	0.00
101-253-984.00	SOFTWARE	0.00	0.00	0.00		0.00	0.00
Total Dept 253 - TREASURER		45,345.32	4,882.05	4,882.05		40,463.27	10.77
Dept 257 - ASSESSOR							
101-257-703.00	ASSESSOR SALARY	55,000.00	4,230.76	4,230.76		50,769.24	7.69
101-257-704.00	ASSESSOR ADMIN	15,500.00	2,262.50	2,262.50		13,237.50	14.60
101-257-709.00	EMPLOYER SOCIAL SECURITY	5,393.25	496.74	496.74		4,896.51	9.21
101-257-710.00	EMPLOYERS MESC	0.00	0.00	0.00		0.00	0.00
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	0.00	0.00	0.00		0.00	0.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE	
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND							
Expenditures							
101-257-719.00	HOSPITALIZATION	0.00	0.00		0.00	0.00	0.00
101-257-752.00	OFFICE SUPPLIES	0.00	0.00		0.00	0.00	0.00
101-257-801.00	PROFESSIONAL	1,000.00	0.00		0.00	1,000.00	0.00
101-257-804.00	TAX PREPARATION	2,000.00	0.00		0.00	2,000.00	0.00
101-257-851.00	MAIL/POSTAGE	3,500.00	0.00		0.00	3,500.00	0.00
101-257-861.00	MILEAGE REIM ASSESSOR	0.00	0.00		0.00	0.00	0.00
101-257-900.00	ASSESSOR PRINTING & PUBLISHING	300.00	0.00		0.00	300.00	0.00
101-257-915.00	MEMBERSHIPS AND DUES	0.00	0.00		0.00	0.00	0.00
101-257-916.00	EDUCATION/TRAINING ASSESSOR	0.00	0.00		0.00	0.00	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	600.00	0.00		0.00	600.00	0.00
101-257-948.00	COMPUTER SERVICES	0.00	0.00		0.00	0.00	0.00
101-257-980.00	COMPUTER & OFFICE EQUIP	300.00	0.00		0.00	300.00	0.00
Total Dept 257 - ASSESSOR		85,593.25	6,990.00		6,990.00	78,603.25	8.17
Dept 262 - ELECTIONS							
101-262-704.00	ELECTION INSPECTOR	17,500.00	0.00		0.00	17,500.00	0.00
101-262-709.00	EMPLOYER SOCIAL SECURITY	1,338.75	0.00		0.00	1,338.75	0.00
101-262-710.00	EMPLOYER MESC	0.00	0.00		0.00	0.00	0.00
101-262-752.00	ELECTION OPERATING SUPPLIES	3,500.00	50.35		50.35	3,449.65	1.44
101-262-801.00	MACHINE SET UP	2,500.00	0.00		0.00	2,500.00	0.00
101-262-851.00	MAIL/POSTAGE	2,400.00	0.00		0.00	2,400.00	0.00
101-262-861.00	TRANSPORTATION	0.00	0.00		0.00	0.00	0.00
101-262-900.00	PRINTING AND PUBLISHING	2,000.00	0.00		0.00	2,000.00	0.00
101-262-980.00	COMPUTER & OFFICE EQUIP	500.00	304.00		304.00	196.00	60.80
Total Dept 262 - ELECTIONS		29,738.75	354.35		354.35	29,384.40	1.19
Dept 265 - BUILDING AND GROUNDS							
101-265-702.00	SALARIES AND WAGES	0.00	0.00		0.00	0.00	0.00
101-265-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00		0.00	0.00	0.00
101-265-752.00	MUNICIPAL BLDG. OPERATING SUPPL	0.00	0.00		0.00	0.00	0.00
101-265-801.00	MUNICIPAL BUILDING CONTRACTED SV	4,000.00	740.42		740.42	3,259.58	18.51
101-265-900.00	PUBLICATIONS	0.00	0.00		0.00	0.00	0.00
101-265-917.00	SEWER O & M	700.00	207.40		207.40	492.60	29.63
101-265-920.00	ELECTRIC	6,500.00	25.21		25.21	6,474.79	0.39
101-265-921.00	NATURAL GAS	2,000.00	52.85		52.85	1,947.15	2.64
101-265-930.00	REPAIRS AND MAINT - BLDG	1,000.00	180.00		180.00	820.00	18.00
101-265-974.00	LAND IMPROVEMENTS	0.00	0.00		0.00	0.00	0.00
101-265-975.01	BUILDING ADDITIONS & IMPROVEMENTS	0.01	0.00		0.00	0.01	0.00
Total Dept 265 - BUILDING AND GROUNDS		14,200.01	1,205.88		1,205.88	12,994.13	8.49
Dept 266 - ATTORNEY COUSEL							
101-266-801.00	ATTORNEY FEES - GENERAL BOARD	15,000.00	1,920.00		1,920.00	13,080.00	12.80
Total Dept 266 - ATTORNEY COUSEL		15,000.00	1,920.00		1,920.00	13,080.00	12.80
Dept 446 - ROADS STREETS BRIDGES							
101-446-752.00	STREET & HIGHWAYS SUPPLIES	0.00	0.00		0.00	0.00	0.00
101-446-801.00	STREETS/HIGHWAYS CONTRACTED SERV	12,000.00	700.00		700.00	11,300.00	5.83

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE	
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND							
Expenditures							
101-446-801.01	ROAD BRINING	50,000.00	0.00		0.00	50,000.00	0.00
101-446-934.00	STREETS/HIGHWAYS REPAIRS & MAINT	25,000.00	0.00		0.00	25,000.00	0.00
101-446-995.00	INTERFUND TRANSFER OUT	0.00	0.00		0.00	0.00	0.00
Total Dept 446 - ROADS STREETS BRIDGES		87,000.00	700.00		700.00	86,300.00	0.80
Dept 528 - RUBBISH COLLECTION-DISPOSAL							
101-528-801.00	REFUSE COLLECTION & DISPOSAL	8,000.00	220.80		220.80	7,779.20	2.76
Total Dept 528 - RUBBISH COLLECTION-DISPOSAL		8,000.00	220.80		220.80	7,779.20	2.76
Dept 567 - CEMETERY							
101-567-702.00	CEMETERY SALARY	0.00	0.00		0.00	0.00	0.00
101-567-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00		0.00	0.00	0.00
101-567-710.00	EMPLOYER MESC	0.00	0.00		0.00	0.00	0.00
101-567-713.00	OVERTIME PAY - CEMETERY	0.00	0.00		0.00	0.00	0.00
101-567-801.00	CONTRACTED SERVICES	5,000.00	3,450.00		3,450.00	1,550.00	69.00
101-567-802.00	SEXTON	0.00	0.00		0.00	0.00	0.00
101-567-920.00	ELECTRIC	400.00	29.40		29.40	370.60	7.35
101-567-930.00	CEMETERY REPAIRS & MAINTENANCE	500.00	0.00		0.00	500.00	0.00
101-567-933.00	SOFTWARE MAINT AGREEMENT	700.00	0.00		0.00	700.00	0.00
101-567-940.00	RENTALS	0.00	0.00		0.00	0.00	0.00
101-567-964.00	CEMETERY LOT PURCHASE BACK	0.00	0.00		0.00	0.00	0.00
101-567-977.00	EQUIPMENT	0.00	0.00		0.00	0.00	0.00
Total Dept 567 - CEMETERY		6,600.00	3,479.40		3,479.40	3,120.60	52.72
Dept 595 - AIRPORT							
101-595-702.00	SALARIES AND WAGES	0.00	0.00		0.00	0.00	0.00
101-595-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00		0.00	0.00	0.00
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	0.00		0.00	1,000.00	0.00
101-595-915.00	DUES/MEMBERSHIPS	0.00	0.00		0.00	0.00	0.00
101-595-916.00	EDUCATION AND TRAINING	0.00	0.00		0.00	0.00	0.00
101-595-920.00	ELECTRIC	375.00	30.63		30.63	344.37	8.17
101-595-921.00	NATURAL GAS	525.00	25.50		25.50	499.50	4.86
101-595-930.00	REPAIRS/MAINT. LAND & BLDG.	500.00	0.00		0.00	500.00	0.00
101-595-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	1,800.00	69.58		69.58	1,730.42	3.87
101-595-934.00	AIRPORT IMPROVEMENTS	0.00	0.00		0.00	0.00	0.00
101-595-935.00	LIABILITY INSURANCE	2,000.00	2,039.00		2,039.00	(39.00)	101.95
Total Dept 595 - AIRPORT		6,350.00	2,164.71		2,164.71	4,185.29	34.09
Dept 701 - PLANNING COMMISSION							
101-701-704.00	PLANNING COMMISSION PER DIEM	0.00	0.00		0.00	0.00	0.00
101-701-801.00	PLANNING COMM PROF EXPENSE	11,611.00	0.00		0.00	11,611.00	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	0.00		0.00	500.00	0.00
Total Dept 701 - PLANNING COMMISSION		12,861.00	0.00		0.00	12,861.00	0.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		ORIGINAL BUDGET	07/31/2023 (ABNORMAL)	MONTH	07/31/2023 (DECREASE)	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND							
Expenditures							
Dept 751 - PARKS AND RECREATION							
101-751-702.00	RECREATION DEPARTMENT SALARIES	130,000.00	11,103.71	11,103.71		118,896.29	8.54
101-751-705.00	VACATION PAY	0.00	0.00	0.00		0.00	0.00
101-751-706.00	PARKS HOLIDAY	0.00	0.00	0.00		0.00	0.00
101-751-709.00	RECREATION DEPARTMENT F.I.C.A.	10,150.00	838.57	838.57		9,311.43	8.26
101-751-710.00	RECREATION DEPARTMENT M.E.S.C.	750.00	0.00	0.00		750.00	0.00
101-751-713.00	OVERTIME PAY	1,000.00	0.00	0.00		1,000.00	0.00
101-751-716.00	DEFINED CONTRIBUTION PENSION	1,650.00	137.50	137.50		1,512.50	8.33
101-751-719.00	HOSPITALIZATION	15,500.00	(136.72)	(136.72)		15,636.72	(0.88)
101-751-752.00	RECREATION DEPT. SUPPLIES	17,000.00	376.37	376.37		16,623.63	2.21
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	12,500.00	419.74	419.74		12,080.26	3.36
101-751-809.00	FEES	500.00	0.00	0.00		500.00	0.00
101-751-850.00	RECREATION DEPT. COMMUNICATION	0.00	0.00	0.00		0.00	0.00
101-751-860.00	RECREATION DEPT. TRANSPORTATION	14,000.00	1,139.79	1,139.79		12,860.21	8.14
101-751-917.00	SEWER O/M	900.00	207.40	207.40		692.60	23.04
101-751-920.00	ELECTRIC	12,500.00	514.86	514.86		11,985.14	4.12
101-751-923.00	PROPANE	5,500.00	0.00	0.00		5,500.00	0.00
101-751-930.00	REPAIRS/MAINT. LAND & BLDG.	12,000.00	126.82	126.82		11,873.18	1.06
101-751-931.00	REPAIRS & MAINT. PARKS	17,000.00	202.52	202.52		16,797.48	1.19
101-751-935.00	LIABILITY INSURANCE	2,500.00	0.00	0.00		2,500.00	0.00
101-751-937.00	WORKMEN'S COMPENSATION INSURANCE	2,500.00	0.00	0.00		2,500.00	0.00
101-751-940.00	RENTALS	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	0.00	0.00	0.00		0.00	0.00
101-751-975.00	BLDS, BLDING ADDITIONS & IMPROVMENTS	0.00	0.00	0.00		0.00	0.00
101-751-977.00	EQUIPMENT	12,000.00	0.00	0.00		12,000.00	0.00
101-751-981.00	VEHICLES	0.00	0.00	0.00		0.00	0.00
Total Dept 751 - PARKS AND RECREATION		274,450.00	14,930.56	14,930.56		259,519.44	5.44
Dept 754 - VETERANS PIER							
101-754-752.00	OPERATING SUPPLIES	0.00	0.00	0.00		0.00	0.00
101-754-754.00	VETERANS PIER BRICKS	250.00	0.00	0.00		250.00	0.00
101-754-801.00	CONTRACTED SERVICES	0.00	0.00	0.00		0.00	0.00
Total Dept 754 - VETERANS PIER		250.00	0.00	0.00		250.00	0.00
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	0.00	0.00	0.00		0.00	0.00
Total Dept 756 - BOAT LAUNCH		0.00	0.00	0.00		0.00	0.00
Dept 999							
101-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00		0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP
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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE		
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)		USED
<hr/>								
Fund 101 - GENERAL FUND								
Expenditures								
Total Dept 999		0.00	0.00		0.00	0.00		0.00
<hr/>								
TOTAL EXPENDITURES		843,122.95	118,910.60		118,910.60	724,212.35		14.10
<hr/>								
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		831,447.22	15,663.07		15,663.07	815,784.15		1.88
TOTAL EXPENDITURES		843,122.95	118,910.60		118,910.60	724,212.35		14.10
<hr/>								
NET OF REVENUES & EXPENDITURES		(11,675.73)	(103,247.53)		(103,247.53)	91,571.80		884.29

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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 206 - FIRE FUND						
Revenues						
Dept 000						
206-000-427.00	FIRE SPEC ASSESSMENT	196,862.00	0.00	0.00	196,862.00	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		196,862.00	0.00	0.00	196,862.00	0.00
TOTAL REVENUES		196,862.00	0.00	0.00	196,862.00	0.00
Expenditures						
Dept 336 - FIRE PROTECTION						
206-336-801.00	FIRE PROTECTION CONTRACT	196,866.00	0.00	0.00	196,866.00	0.00
Total Dept 336 - FIRE PROTECTION		196,866.00	0.00	0.00	196,866.00	0.00
TOTAL EXPENDITURES		196,866.00	0.00	0.00	196,866.00	0.00
Fund 206 - FIRE FUND:						
TOTAL REVENUES		196,862.00	0.00	0.00	196,862.00	0.00
TOTAL EXPENDITURES		196,866.00	0.00	0.00	196,866.00	0.00
NET OF REVENUES & EXPENDITURES		(4.00)	0.00	0.00	(4.00)	0.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE	
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
Fund 207 - POLICE FUND							
Revenues							
Dept 000							
207-000-402.00	REAL PROPERTY TAXES	1,176,277.00	0.00		0.00	1,176,277.00	0.00
207-000-548.00	FEES - LIQUOR LICENSE	6,500.00	0.00		0.00	6,500.00	0.00
207-000-569.00	ACT 302 GRANT FUNDS	1,500.00	0.00		0.00	1,500.00	0.00
207-000-626.00	CHARGES FOR SERVICES	2,000.00	18.00		18.00	1,982.00	0.90
207-000-656.00	TRAFFIC VIOLATIONS	0.00	0.00		0.00	0.00	0.00
207-000-657.00	FINES & FORFEITURES	1,500.00	15.00		15.00	1,485.00	1.00
207-000-658.00	DRUG FORFEITURE FUNDS	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	0.00	0.00		0.00	0.00	0.00
207-000-674.00	CONTRIBUTIONS / PRIVATE	0.00	0.00		0.00	0.00	0.00
207-000-675.00	LOST AND FOUND	0.00	0.00		0.00	0.00	0.00
207-000-676.00	REIMBURSEMENT	0.00	5.50		5.50	(5.50)	100.00
207-000-676.01	RESOURCE OFFICER REIM.	73,000.00	0.00		0.00	73,000.00	0.00
207-000-676.02	OWI REIMBURSEMENT	0.00	108.56		108.56	(108.56)	100.00
207-000-687.00	REFUNDS/REBATES	0.00	0.00		0.00	0.00	0.00
207-000-692.00	MISCELLANEOUS	0.00	0.00		0.00	0.00	0.00
207-000-693.00	PROCEEDS SALE OF ASSETS	0.00	1,050.00		1,050.00	(1,050.00)	100.00
207-000-696.00	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		1,260,777.00	1,197.06		1,197.06	1,259,579.94	0.09
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		1,260,777.00	1,197.06		1,197.06	1,259,579.94	0.09
Expenditures							
Dept 301 - POLICE							
207-301-702.00	SALARIES AND WAGES	591,326.00	36,917.07		36,917.07	554,408.93	6.24
207-301-705.00	VACATION PAY	47,231.00	6,592.51		6,592.51	40,638.49	13.96
207-301-706.00	HOLIDAY PAY	21,070.00	1,388.64		1,388.64	19,681.36	6.59
207-301-709.00	EMPLOYER SOCIAL SECURITY	44,000.00	3,273.50		3,273.50	40,726.50	7.44
207-301-710.00	EMPLOYER MESC	3,000.00	0.00		0.00	3,000.00	0.00
207-301-712.00	CASH IN LIEU OF BENEFITS	8,000.00	0.00		0.00	8,000.00	0.00
207-301-713.00	OVERTIME PAY	5,000.00	464.11		464.11	4,535.89	9.28
207-301-717.00	RETIREMENT	207,000.00	0.00		0.00	207,000.00	0.00
207-301-719.00	HOSPITALIZATION	136,000.00	9,980.50		9,980.50	126,019.50	7.34
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	0.00		0.00	3,500.00	0.00
207-301-726.00	DISABILITY INSURANCE	4,900.00	0.00		0.00	4,900.00	0.00
207-301-752.00	OPERATING SUPPLIES	19,500.00	2,400.00		2,400.00	17,100.00	12.31
207-301-801.00	PROFESSIONAL	6,000.00	0.00		0.00	6,000.00	0.00
207-301-805.00	FACILITY CONTRACTED MAINTENANCE	1,400.00	466.66		466.66	933.34	33.33
207-301-809.00	FEES	0.00	0.00		0.00	0.00	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	514.49		514.49	3,985.51	11.43
207-301-851.00	MAIL/POSTAGE	250.00	0.00		0.00	250.00	0.00
207-301-852.00	INTERNET & WEBSITE	650.00	0.00		0.00	650.00	0.00
207-301-860.00	TRANSPORTATION	17,000.00	63.11		63.11	16,936.89	0.37
207-301-880.00	COMMUNITY PROMOTION	0.00	0.00		0.00	0.00	0.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE	
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
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	65.94		65.94	434.06	13.19
207-301-915.00	DUES AND MEMBERSHIPS	400.00	0.00		0.00	400.00	0.00
207-301-916.00	EDUCATION AND TRAINING	3,000.00	0.00		0.00	3,000.00	0.00
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	228.14		228.14	771.86	22.81
207-301-920.00	ELECTRIC	4,500.00	25.21		25.21	4,474.79	0.56
207-301-921.00	NATURAL GAS	1,700.00	52.85		52.85	1,647.15	3.11
207-301-930.00	MUN. BLDG. REPAIRS & MAINTENANCE	3,000.00	0.00		0.00	3,000.00	0.00
207-301-931.00	REPAIRS AND MAINTENANCE	8,500.00	0.00		0.00	8,500.00	0.00
207-301-935.00	INSURANCE AND BONDS	17,000.00	0.00		0.00	17,000.00	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	7,000.00	0.00		0.00	7,000.00	0.00
207-301-948.00	COMPUTER SERVICES	3,500.00	3,067.20		3,067.20	432.80	87.63
207-301-975.00	BUILDINGS	1,500.00	0.00		0.00	1,500.00	0.00
207-301-977.00	EQUIPMENT	12,000.00	0.00		0.00	12,000.00	0.00
207-301-977.01	MUN BLDG EQUIPMENT	1,000.00	0.00		0.00	1,000.00	0.00
207-301-980.00	OFFICE & COMPUTER EQUIPMENT	3,000.00	0.00		0.00	3,000.00	0.00
207-301-981.00	VEHICLES	48,000.00	0.00		0.00	48,000.00	0.00
207-301-984.00	SOFTWARE	250.00	36.00		36.00	214.00	14.40
207-301-991.00	LONG TERM DEBT	0.00	0.00		0.00	0.00	0.00
207-301-993.00	LONG TERM DEBT INTEREST	0.00	0.00		0.00	0.00	0.00
207-301-995.00	INTERFUND TRANSFER OUT	0.00	0.00		0.00	0.00	0.00
Total Dept 301 - POLICE		1,260,777.00	65,535.93		65,535.93	1,195,241.07	5.20
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		1,260,777.00	65,535.93		65,535.93	1,195,241.07	5.20
Fund 207 - POLICE FUND:							
TOTAL REVENUES		1,260,777.00	1,197.06		1,197.06	1,259,579.94	0.09
TOTAL EXPENDITURES		1,260,777.00	65,535.93		65,535.93	1,195,241.07	5.20
NET OF REVENUES & EXPENDITURES		0.00	(64,338.87)		(64,338.87)	64,338.87	100.00

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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2023 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
219-000-427.00	STREET LIGHT SPEC ASSESS	34,054.17	0.00	0.00	34,054.17	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		34,054.17	0.00	0.00	34,054.17	0.00
TOTAL REVENUES		34,054.17	0.00	0.00	34,054.17	0.00
Expenditures						
Dept 448 - STREET LIGHTING						
219-448-920.00	ELECTRIC	38,000.00	129.64	129.64	37,870.36	0.34
Total Dept 448 - STREET LIGHTING		38,000.00	129.64	129.64	37,870.36	0.34
TOTAL EXPENDITURES		38,000.00	129.64	129.64	37,870.36	0.34
Fund 219 - STREET LIGHTING FUND:						
TOTAL REVENUES		34,054.17	0.00	0.00	34,054.17	0.00
TOTAL EXPENDITURES		38,000.00	129.64	129.64	37,870.36	0.34
NET OF REVENUES & EXPENDITURES		(3,945.83)	(129.64)	(129.64)	(3,816.19)	3.29

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE		
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)		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	50.00	0.00		0.00	50.00		0.00
248-000-674.00	DDA DONATIONS UNSPECIFIED	0.00	846.00		846.00	(846.00)		100.00
248-000-674.01	STURGEON DONATIONS	0.00	0.00		0.00	0.00		0.00
248-000-674.02	SUMMER MUSIC SERIES	2,500.00	0.00		0.00	2,500.00		0.00
248-000-674.03	FIREWORK DONATIONS	0.00	0.00		0.00	0.00		0.00
248-000-676.00	REIMBURSEMENT	500.00	0.00		0.00	500.00		0.00
248-000-687.00	REFUNDS/REBATES	0.00	0.00		0.00	0.00		0.00
248-000-696.00	PROCEEDS FROM SALES OF BONDS	300,000.00	0.00		0.00	300,000.00		0.00
Total Dept 000		393,050.00	846.00		846.00	392,204.00		0.22
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		393,050.00	846.00		846.00	392,204.00		0.22
Expenditures								
Dept 271								
248-271-959.00	CONTRIBUTIONS TO OTHER GOVERNMENTS	0.00	0.00		0.00	0.00		0.00
248-271-977.00	EQUIPMENT	0.00	0.00		0.00	0.00		0.00
Total Dept 271		0.00	0.00		0.00	0.00		0.00
Dept 728								
248-728-702.00	ADMINISTRATION	2,000.00	0.00		0.00	2,000.00		0.00
248-728-709.00	EMPLOYER SOCIAL SECURITY	154.00	0.00		0.00	154.00		0.00
248-728-752.00	SUPPLIES	500.00	0.00		0.00	500.00		0.00
248-728-752.01	SUPPLIES FOR STURGEON	0.00	0.00		0.00	0.00		0.00
248-728-801.00	PROFESSIONAL/CONTRACTUAL	4,500.00	0.00		0.00	4,500.00		0.00
248-728-801.01	ACCOUNTING FEES	4,500.00	0.00		0.00	4,500.00		0.00
248-728-851.00	MAIL/POSTAGE	50.00	0.00		0.00	50.00		0.00
248-728-880.00	COMMUNITY PROMOTION	3,500.00	0.00		0.00	3,500.00		0.00
248-728-880.01	SUMMER MUSIC SERIES	3,000.00	2,000.00		2,000.00	1,000.00		66.67
248-728-880.02	FIREWORKS	500.00	0.00		0.00	500.00		0.00
248-728-900.00	PUBLICATIONS	0.00	0.00		0.00	0.00		0.00
248-728-910.00	EDUCATION & TRAINING	0.00	0.00		0.00	0.00		0.00
248-728-915.00	DUES/MEMBERSHIPS	100.00	0.00		0.00	100.00		0.00
248-728-934.00	REPAIRS/MAINTENANCE	2,500.00	0.00		0.00	2,500.00		0.00
248-728-941.00	CONTINGENCIES	8,746.00	0.00		0.00	8,746.00		0.00
248-728-974.00	LAND IMPROVEMENTS	300,000.00	0.00		0.00	300,000.00		0.00
248-728-974.01	STURGEON IMPROVEMENTS	0.00	0.00		0.00	0.00		0.00
248-728-991.00	PRINCIPAL PAYMENT	30,000.00	0.00		0.00	30,000.00		0.00
248-728-992.00	BOND INTEREST PAYMENT	33,000.00	0.00		0.00	33,000.00		0.00
Total Dept 728		393,050.00	2,000.00		2,000.00	391,050.00		0.51

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE		
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)		USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
Expenditures								
Dept 999								
248-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00		0.00		0.00	0.00
Total Dept 999		0.00	0.00		0.00		0.00	0.00
TOTAL EXPENDITURES		393,050.00	2,000.00		2,000.00		391,050.00	0.51
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:								
TOTAL REVENUES		393,050.00	846.00		846.00		392,204.00	0.22
TOTAL EXPENDITURES		393,050.00	2,000.00		2,000.00		391,050.00	0.51
NET OF REVENUES & EXPENDITURES		0.00	(1,154.00)		(1,154.00)		1,154.00	100.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE	
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
Fund 271 - LIBRARY FUND							
Revenues							
Dept 000							
271-000-403.00	PROPERTY TAXES	187,700.00	0.00		0.00	187,700.00	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	100.00	0.00		0.00	100.00	0.00
271-000-540.00	STATE AID	4,640.00	0.00		0.00	4,640.00	0.00
271-000-541.00	PENAL FINES	25,113.00	0.00		0.00	25,113.00	0.00
271-000-566.00	STATE GRANTS	0.00	0.00		0.00	0.00	0.00
271-000-626.00	CHARGES FOR SERVICES - MISC. FEE	1,500.00	803.35	803.35		696.65	53.56
271-000-629.00	NON-RESIDENT FEES	1,000.00	174.00	174.00		826.00	17.40
271-000-642.00	MISCELLANEOUS - BOOK SALES	0.00	0.00		0.00	0.00	0.00
271-000-655.00	FINES - BOOK	750.00	174.65	174.65		575.35	23.29
271-000-665.01	INVESTMENT INTEREST	8,000.00	0.00		0.00	8,000.00	0.00
271-000-665.02	INTEREST INCOME	20.00	0.00		0.00	20.00	0.00
271-000-666.00	DIVIDENDS	0.00	0.00		0.00	0.00	0.00
271-000-674.01	DONATIONS - PRIVATE	1,000.00	500.00	500.00		500.00	50.00
271-000-674.04	DONATIONS-FRIENDS OF LIBRARY	3,000.00	425.80	425.80		2,574.20	14.19
271-000-678.00	DONATIONS-FRIENDS OF LIBRARY	0.00	0.00		0.00	0.00	0.00
271-000-684.00	ENHANCEMENT GRANTS COMMUNITY	4,000.00	0.00		0.00	4,000.00	0.00
271-000-687.00	REFUNDS/OVERPAYMENTS	0.00	0.00		0.00	0.00	0.00
Total Dept 000		236,823.00	2,077.80	2,077.80		234,745.20	0.88
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		236,823.00	2,077.80	2,077.80		234,745.20	0.88
Expenditures							
Dept 790 - LIBRARY							
271-790-702.00	WAGES - FULL TIME	67,000.00	5,893.60	5,893.60		61,106.40	8.80
271-790-703.00	LIBRARY SALARY	43,000.00	3,269.23	3,269.23		39,730.77	7.60
271-790-709.00	EMPLOYER SOCIAL SECURITY	8,690.00	700.94	700.94		7,989.06	8.07
271-790-710.00	EMPLOYER MESC	300.00	56.00	56.00		244.00	18.67
271-790-713.00	OVERTIME PAY	0.00	0.00	0.00		0.00	0.00
271-790-750.00	OFFICE SUPPLIES	3,500.00	158.17	158.17		3,341.83	4.52
271-790-750.01	MAKERSPACE SUPPLIES	2,000.00	0.00	0.00		2,000.00	0.00
271-790-751.00	MAINTENANCE SUPPLIES	500.00	0.00	0.00		500.00	0.00
271-790-752.00	BOOKS - ADULTS	7,000.00	125.75	125.75		6,874.25	1.80
271-790-752.01	PERIODICALS	350.00	0.00	0.00		350.00	0.00
271-790-752.02	DVD	1,000.00	53.91	53.91		946.09	5.39
271-790-752.03	REFERENCE	550.00	0.00	0.00		550.00	0.00
271-790-752.04	LARGE PRINT MATERIAL	3,500.00	0.00	0.00		3,500.00	0.00
271-790-752.05	YOUNG ADULT BOOKS	1,500.00	8.19	8.19		1,491.81	0.55
271-790-752.11	JUNIOR BOOKS	2,500.00	41.50	41.50		2,458.50	1.66
271-790-752.12	GAMES/PUZZLES	500.00	0.00	0.00		500.00	0.00
271-790-752.13	CHILDREN BOOK	3,000.00	56.56	56.56		2,943.44	1.89
271-790-752.14	E-RESOURCES	11,327.00	3,975.25	3,975.25		7,351.75	35.10
271-790-752.15	LIBRARY OF THINGS	500.00	0.00	0.00		500.00	0.00
271-790-752.16		0.00	0.00	0.00		0.00	0.00
271-790-752.17		0.00	0.00	0.00		0.00	0.00
271-790-754.00	COMPUTER AND TECHNOLOGY SUPPLIES	1,000.00	0.00	0.00		1,000.00	0.00
271-790-801.00	PROFESSIONAL & CONTRACTUAL	5,000.00	0.00	0.00		5,000.00	0.00

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	NORMAL	(ABNORMAL)	
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	USED
Fund 271 - LIBRARY FUND								
Expenditures								
271-790-805.00	FACILITY CONTRACTED MAINTENANCE	6,000.00	740.42		740.42	5,259.58		12.34
271-790-809.00	ADMINISTRATIVE FEES-FDN	2,000.00	0.00		0.00	2,000.00		0.00
271-790-850.00	COMMUNICATIONS	650.00	49.98		49.98	600.02		7.69
271-790-851.00	MAIL/POSTAGE	3,000.00	0.00		0.00	3,000.00		0.00
271-790-852.00	INTERNET & WEBSITE	2,500.00	0.00		0.00	2,500.00		0.00
271-790-860.00	TRANSPORTATION	1,000.00	0.00		0.00	1,000.00		0.00
271-790-880.00	COMMUNITY PROMOTION - PROGRAMMIN	8,000.00	58.48		58.48	7,941.52		0.73
271-790-900.00	PRINTING AND PUBLISHING	5,000.00	588.19		588.19	4,411.81		11.76
271-790-910.00	EDUCATION & TRAINING	750.00	0.00		0.00	750.00		0.00
271-790-915.00	MEMBERSHIP & DUES	2,500.00	175.00		175.00	2,325.00		7.00
271-790-917.00	SEWER O & M	1,500.00	0.00		0.00	1,500.00		0.00
271-790-920.00	ELECTRIC	6,000.00	33.62		33.62	5,966.38		0.56
271-790-921.00	NATURAL GAS	3,000.00	70.48		70.48	2,929.52		2.35
271-790-930.00	REPAIRS & MAINT. LAND & BUILDING	10,000.00	0.00		0.00	10,000.00		0.00
271-790-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	500.00	0.00		0.00	500.00		0.00
271-790-933.00	SOFTWARE MAINT AGREEMENT	4,500.00	112.00		112.00	4,388.00		2.49
271-790-935.00	INSURANCE	2,000.00	0.00		0.00	2,000.00		0.00
271-790-937.00	WORKMENS COMP INSURANCE	300.00	0.00		0.00	300.00		0.00
271-790-940.00	RENTALS	2,000.00	0.00		0.00	2,000.00		0.00
271-790-948.00	COMPUTER SERVICES	1,500.00	0.00		0.00	1,500.00		0.00
271-790-956.00	MEL REPLACEMENT	200.00	0.00		0.00	200.00		0.00
271-790-975.01	BUILDING ADDITIONS & IMPROVEMENTS	7,706.00	0.00		0.00	7,706.00		0.00
271-790-977.00	EQUIPMENT	500.00	5,535.00		5,535.00	(5,035.00)		1,107.00
271-790-980.00	OFFICE EQUIP & FURNITURE	3,000.00	0.00		0.00	3,000.00		0.00
271-790-990.00	LONG TERM DEBT	0.00	0.00		0.00	0.00		0.00
271-790-992.00	LONG TERM DEBT INTEREST	0.00	0.00		0.00	0.00		0.00
Total Dept 790 - LIBRARY		236,823.00	21,702.27		21,702.27	215,120.73		9.16
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		236,823.00	21,702.27		21,702.27	215,120.73		9.16
Fund 271 - LIBRARY FUND:								
TOTAL REVENUES		236,823.00	2,077.80		2,077.80	234,745.20		0.88
TOTAL EXPENDITURES		236,823.00	21,702.27		21,702.27	215,120.73		9.16
NET OF REVENUES & EXPENDITURES		0.00	(19,624.47)		(19,624.47)	19,624.47		100.00

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Fund 282 - ARPA FUND						
Revenues						
Dept 000						
282-000-528.00	STATE GRANTS ARPA	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 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	9,680.25	9,680.25	(9,680.25)	100.00
Total Dept 265 - BUILDING AND GROUNDS		0.00	9,680.25	9,680.25	(9,680.25)	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	0.00	0.00	0.00	0.00
282-301-981.00	VEHICLES	0.00	0.00	0.00	0.00	0.00
Total Dept 301 - POLICE		0.00	0.00	0.00	0.00	0.00
Dept 336 - FIRE PROTECTION						
282-336-977.00	EQUIPMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 336 - FIRE PROTECTION		0.00	0.00	0.00	0.00	0.00
Dept 751 - PARKS AND RECREATION						
282-751-702.01	ARPA PREMIUM PAY PARKS	0.00	0.00	0.00	0.00	0.00
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	9,680.25	9,680.25	(9,680.25)	100.00
Fund 282 - ARPA FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	9,680.25	9,680.25	(9,680.25)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(9,680.25)	(9,680.25)	9,680.25	100.00

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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 906						
394-906-992.00	BOND PRINCIPAL PAYMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 906		0.00	0.00	0.00	0.00	0.00
Dept 996						
394-996-993.00	BOND INTEREST PAYMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 996		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

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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 502 - BOAT LAUNCH						
Revenues						
Dept 000						
502-000-653.00	BOAT LAUNCH FEES	12,000.00	2,569.50	2,569.50	9,430.50	21.41
502-000-699.00	INTERFUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		12,000.00	2,569.50	2,569.50	9,430.50	21.41
TOTAL REVENUES		12,000.00	2,569.50	2,569.50	9,430.50	21.41
Expenditures						
Dept 756 - BOAT LAUNCH						
502-756-702.00	SALARIES AND WAGES	0.00	0.00	0.00	0.00	0.00
502-756-709.00	EMPLOYER SOCIAL SECURITY	0.00	0.00	0.00	0.00	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	49.25	49.25	950.75	4.93
502-756-930.00	REPAIRS/MAINT. LAND & BLDG.	500.00	0.00	0.00	500.00	0.00
502-756-940.00	BOAT LAUNCH LEASE	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 756 - BOAT LAUNCH		7,500.00	49.25	49.25	7,450.75	0.66
TOTAL EXPENDITURES		7,500.00	49.25	49.25	7,450.75	0.66
Fund 502 - BOAT LAUNCH:						
TOTAL REVENUES		12,000.00	2,569.50	2,569.50	9,430.50	21.41
TOTAL EXPENDITURES		7,500.00	49.25	49.25	7,450.75	0.66
NET OF REVENUES & EXPENDITURES		4,500.00	2,520.25	2,520.25	1,979.75	56.01

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GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE	
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USED
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
590-000-502.00	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	0.00		0.00	0.00	0.00
590-000-581.00	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	159,000.00	39,819.51	39,819.51		119,180.49	25.04
590-000-651.01	RRI FEES	0.00	0.00		0.00	0.00	0.00
590-000-658.00	FINES	4,400.00	2,744.74	2,744.74		1,655.26	62.38
590-000-665.00	INTEREST	64,004.61	0.00		0.00	64,004.61	0.00
590-000-666.00	DIVIDENDS	0.00	0.00		0.00	0.00	0.00
590-000-674.00	CONTRIBUTIONS FROM PRIVATE SOURC	0.00	0.00		0.00	0.00	0.00
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		288,335.61	42,564.25	42,564.25		245,771.36	14.76
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		288,335.61	42,564.25	42,564.25		245,771.36	14.76
Expenditures							
Dept 536 - WATER AND SEWER SYSTEMS							
590-536-702.00	SEWER HOURLY	0.00	0.00		0.00	0.00	0.00
590-536-709.00	EMPLOYER SOCIAL SECURITY - SEWER	0.00	0.00		0.00	0.00	0.00
590-536-751.00	LAB CHEMICALS & SUPPLIES	9,500.00	0.00		0.00	9,500.00	0.00
590-536-752.00	OPERATING SUPPLIES	300.00	0.00		0.00	300.00	0.00
590-536-801.00	OPERATIONS CONTRACT	75,000.00	0.00		0.00	75,000.00	0.00
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
590-536-801.03	SEWER DEPT CONTRACTED SERV	0.00	0.00		0.00	0.00	0.00
590-536-802.00	LEGAL, PERMITS	12,000.00	0.00		0.00	12,000.00	0.00
590-536-805.00	LAB ANALYSIS	2,000.00	412.00	412.00		1,588.00	20.60
590-536-806.00	LOCATING SERVICE & MISS DIG	6,500.00	238.05	238.05		6,261.95	3.66
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	40.01	40.01		559.99	6.67
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	0.00	0.00		0.00	0.00	0.00
590-536-920.00	ELECTRIC	40,000.00	3,310.02	3,310.02		36,689.98	8.28
590-536-930.00	REPAIRS/MAINT. LAND & BLDG.	2,000.00	0.00		0.00	2,000.00	0.00
590-536-931.00	REPAIRS/MAINTENANCE - EQUIPMENT	18,000.00	2,055.68	2,055.68		15,944.32	11.42
590-536-933.00	SOFTWARE MAINT AGREEMENT	750.00	0.00		0.00	750.00	0.00
590-536-935.00	LIABILITY INSURANCE	1,900.00	0.00		0.00	1,900.00	0.00
590-536-940.00	TREATMENT FACILITY RENTALS	0.00	0.00		0.00	0.00	0.00
590-536-948.00	COMPUTER SERVICES	0.00	0.00		0.00	0.00	0.00
590-536-967.00	STATE PARK SEWER	0.00	0.00		0.00	0.00	0.00

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Fund 590 - SEWER FUND						
Expenditures						
590-536-968.00	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00
590-536-975.00	BUILDINGS	0.00	0.00	0.00	0.00	0.00
590-536-977.00	EQUIPMENT	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
Total Dept 536 - WATER AND SEWER SYSTEMS		189,050.00	6,055.76	6,055.76	182,994.24	3.20
Dept 906						
590-906-992.00	BOND PRINCIPAL PAYMENT	63,000.00	0.00	0.00	63,000.00	0.00
590-906-993.00	BOND INTEREST PAYMENT	55,000.00	0.00	0.00	55,000.00	0.00
Total Dept 906		118,000.00	0.00	0.00	118,000.00	0.00
Dept 966						
590-966-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 966		0.00	0.00	0.00	0.00	0.00
Dept 999						
590-999-999.99	EXPENSE CLOSING OFFSET	0.00	0.00	0.00	0.00	0.00
Total Dept 999		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		307,050.00	6,055.76	6,055.76	300,994.24	1.97
Fund 590 - SEWER FUND:						
TOTAL REVENUES		288,335.61	42,564.25	42,564.25	245,771.36	14.76
TOTAL EXPENDITURES		307,050.00	6,055.76	6,055.76	300,994.24	1.97
NET OF REVENUES & EXPENDITURES		(18,714.39)	36,508.49	36,508.49	(55,222.88)	195.08

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	NORMAL	(ABNORMAL)	
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	USED
Fund 703 - CURRENT TAX COLLECTION FUND								
Revenues								
Dept 000								
703-000-699.00	INTERFUND TRANSFER IN	0.00	0.00		0.00		0.00	0.00
Total Dept 000		0.00	0.00		0.00		0.00	0.00
TOTAL REVENUES		0.00	0.00		0.00		0.00	0.00
Fund 703 - CURRENT TAX COLLECTION FUND:								
TOTAL REVENUES		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

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REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP

Page: 22/24

PERIOD ENDING 07/31/2023

% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2023 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
Total Dept 450 - ROAD AND STREET DETAIL		0.00	0.00	0.00	0.00	0.00
Dept 966						
811-966-995.00	INTERFUND TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 966		0.00	0.00	0.00	0.00	0.00
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

PERIOD ENDING 07/31/2023

% Fiscal Year Completed: 8.47

		2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE	
GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	07/31/2023 NORMAL (ABNORMAL)	MONTH	07/31/2023 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 860 - SPECIAL ASSESSMENT							
Revenues							
Dept 000							
860-000-451.00	SPEC ASSESSMENT	0.00	0.00		0.00	0.00	0.00
860-000-451.01	PROSPECT/CHIPPEWA BEACH	71,383.94	0.00		0.00	71,383.94	0.00
860-000-451.02	WAHBEE	16,456.00	0.00		0.00	16,456.00	0.00
860-000-665.00	INTEREST INCOME	250.00	0.00		0.00	250.00	0.00
860-000-665.01	INTEREST-CHIPPEWA BEACH	6,219.49	0.00		0.00	6,219.49	0.00
860-000-665.02	INTEREST-WAHBEE	1,434.21	0.00		0.00	1,434.21	0.00
860-000-674.00	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		120,743.64	0.00		0.00	120,743.64	0.00
Dept 999							
860-999-599.99	REV CLOSING OFFSET	0.00	0.00		0.00	0.00	0.00
Total Dept 999		0.00	0.00		0.00	0.00	0.00
TOTAL REVENUES		120,743.64	0.00		0.00	120,743.64	0.00
Expenditures							
Dept 450 - ROAD AND STREET DETAIL							
860-450-964.00	REFUNDS AND REBATES	0.00	0.00		0.00	0.00	0.00
860-450-993.00	BOND INTEREST PAYMENT	24,000.00	0.00		0.00	24,000.00	0.00
Total Dept 450 - ROAD AND STREET DETAIL		24,000.00	0.00		0.00	24,000.00	0.00
Dept 906							
860-906-992.00	BOND PAYMENT	226,000.00	0.00		0.00	226,000.00	0.00
Total Dept 906		226,000.00	0.00		0.00	226,000.00	0.00
Dept 966							
860-966-995.00	INTERFUND TRANSFER OUT	0.00	0.00		0.00	0.00	0.00
Total Dept 966		0.00	0.00		0.00	0.00	0.00
Dept 999							
860-999-999.99	EXP CLOSING OFFSET	0.00	0.00		0.00	0.00	0.00
Total Dept 999		0.00	0.00		0.00	0.00	0.00
TOTAL EXPENDITURES		250,000.00	0.00		0.00	250,000.00	0.00
Fund 860 - SPECIAL ASSESSMENT:							
TOTAL REVENUES		120,743.64	0.00		0.00	120,743.64	0.00
TOTAL EXPENDITURES		250,000.00	0.00		0.00	250,000.00	0.00
NET OF REVENUES & EXPENDITURES		(129,256.36)	0.00		0.00	(129,256.36)	0.00

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REVENUE AND EXPENDITURE REPORT FOR TUSCARORA TWP
PERIOD ENDING 07/31/2023
% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2023-24	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT
		ORIGINAL	07/31/2023	MONTH	07/31/2023	BALANCE		
		BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)		USED
<hr/>								
TOTAL REVENUES - ALL FUNDS		3,374,092.64	64,917.68	64,917.68		3,309,174.96		1.92
TOTAL EXPENDITURES - ALL FUNDS		3,533,188.95	224,063.70	224,063.70		3,309,125.25		6.34
NET OF REVENUES & EXPENDITURES		(159,096.31)	(159,146.02)	(159,146.02)		49.71		100.03

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CHECK REGISTER FOR TUSCARORA TOWNSHIP
CHECK DATE FROM 07/01/2023 - 07/30/2023

Page: 1/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount	Status
Bank POOL GENERAL - ALL						
07/05/2023	POOL	34581	00513	CHARTER COMMUNICATIONS	239.94	Open
07/05/2023	POOL	34582	00513	CHARTER COMMUNICATIONS	233.52	Open
07/05/2023	POOL	34583	00513	CHARTER COMMUNICATIONS	48.94	Open
07/05/2023	POOL	34584	00136	CONSUMERS ENERGY	2,512.60	Open
07/05/2023	POOL	34585	00727	DUFFY KING	500.00	Open
07/10/2023	POOL	34586	00715	ELAN FINANCIAL SERVICES	2,683.78	Open
07/11/2023	POOL	96(E)	00426	STATE OF MICHIGAN - MESC	213.00	Open
07/11/2023	POOL	97(E)	00426	STATE OF MICHIGAN - MESC	56.00	Open
07/12/2023	POOL	34587	00136	CONSUMERS ENERGY	1,473.70	Open
07/12/2023	POOL	34588	00136	VOID	0.00	Open
07/12/2023	POOL	34589	00136	VOID	0.00	Open
07/12/2023	POOL	34590	00164	DTE ENERGY	176.18	Open
07/12/2023	POOL	34591	00520	GFL ENVIRONMENTAL USA, INC.	419.74	Open
07/12/2023	POOL	34592	00455	TUSCARORA TOWNSHIP	207.40	Open
07/12/2023	POOL	34593	00455	TUSCARORA TOWNSHIP	207.40	Open
07/12/2023	POOL	34594	00732	WILL ENGELMAN	500.00	Open
07/17/2023	POOL	34595	MISC	MICHELLE CHENARD	500.00	Open
07/20/2023	POOL	98(E)	00024	ALERUS FINANCIAL	137.50	Open
07/21/2023	POOL	34599	00693	ACCESS LOCK SMITHING	180.00	Open
07/21/2023	POOL	34600	00017	ACCIDENT FUND OF MICHIGAN	19,228.00	Open
07/21/2023	POOL	34601	00728	ARSL	50.00	Open
07/21/2023	POOL	34602	00069	BLARNEY CASTLE OIL CO	1,139.79	Open
07/21/2023	POOL	34603	00442	BRUCE THOMPSON	3,450.00	Open
07/21/2023	POOL	34604	00086	BS&A SOFTWARE	653.00	Open
07/21/2023	POOL	34605	00093	CAR QUEST AUTO PARTS	537.34	Open
07/21/2023	POOL	34606	00731	CHEBOYGAN COUNTY TREASURER	1,950.00	Open
07/21/2023	POOL	34607	00126	CLASSIC CLEANING	547.50	Open
07/21/2023	POOL	34608	00479	DEMCO	5,535.00	Open
07/21/2023	POOL	34609	00595	ELECTION SOURCE	50.35	Open
07/21/2023	POOL	34610	00176	EMMET COUNTY	220.80	Open
07/21/2023	POOL	34611	00196	GABRIDGE & COMPANY, PLC	1,625.00	Open
07/21/2023	POOL	34612	00704	GATEHOUSE MEDIA MICHIGAN HOLDINGS,	204.52	Open
07/21/2023	POOL	34613	00199	GINOP SALES, INC.	69.58	Open
07/21/2023	POOL	34614	00438	GORDON TEMPLE JR	1,000.00	Open
07/21/2023	POOL	34615	00209	GREAT LAKES ENERGY	15.41	Open
07/21/2023	POOL	34616	00214	GREAT LAKES FIREWORKS	14,500.00	Open
07/21/2023	POOL	34617	00540	HURST MECHANICAL	2,055.68	Open
07/21/2023	POOL	34618	00490	KCI	2,234.57	Open
07/21/2023	POOL	34619	00265	KSS ENTERPRISES	6.27	Open
07/21/2023	POOL	34620	00333	M&M PLUMBING	11,080.25	Open
07/21/2023	POOL	34621	00673	MANGO LANGUAGES	3,176.25	Open
07/21/2023	POOL	34622	00588	MESSA	8,843.78	Open
07/21/2023	POOL	34623	00503	MIDWEST COLLABORATIVE FOR LIBRARY	125.00	Open
07/21/2023	POOL	34624	MISC	MIKE ROMANOWSKI	8.00	Open
07/21/2023	POOL	34625	00340	MUNICIPAL UNDERWRITERS	33,628.00	Open
07/21/2023	POOL	34626	00348	NEMCOG	500.00	Open
07/21/2023	POOL	34627	00669	NORTHERN POWERSWEEPING SERVICES	700.00	Open
07/21/2023	POOL	34628	00712	PLUNKETT COONEY	1,920.00	Open
07/21/2023	POOL	34629	00692	THE COMPUTER SOURCE	1,143.00	Open
07/21/2023	POOL	34630	00605	TRACE ANALYTICAL LABORATORIES, INC	412.00	Open
07/21/2023	POOL	34631	00672	TUMBLEWEED PRESS INC	799.00	Open
07/21/2023	POOL	34632	00461	USIC LOCATING SERVICES, LLC	238.05	Open
07/21/2023	POOL	34633	00465	VANS BUSINESS MACHINE	24.38	Open
07/21/2023	POOL	34634	00684	VC3 INC	3,103.20	Open
07/25/2023	POOL	34635	00080	BRANDON BLUMKE	300.00	Open
07/25/2023	POOL	34636	00513	CHARTER COMMUNICATIONS	239.94	Open
07/25/2023	POOL	34637	00513	CHARTER COMMUNICATIONS	233.52	Open

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CHECK REGISTER FOR TUSCARORA TOWNSHIP
CHECK DATE FROM 07/01/2023 - 07/30/2023

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Check Date	Bank	Check	Vendor	Vendor Name	Amount	Status
07/25/2023	POOL	34638	00157	CHRISTOPHER DIEHL	300.00	Open
07/25/2023	POOL	34639	00136	CONSUMERS ENERGY	96.03	Open
07/25/2023	POOL	34640	00438	GORDON TEMPLE JR	300.00	Open
07/25/2023	POOL	34641	00525	JANET MYERSON	300.00	Open
07/25/2023	POOL	34642	00254	JEFF JOHNSON	300.00	Open
07/25/2023	POOL	34643	00735	JOEL LEWANDOWSKI	500.00	Open
07/25/2023	POOL	34644	00035	MICKELO ANDERSON	300.00	Open
07/25/2023	POOL	34645	00389	PRESQUE ISLE ELEC. COOP.	13.50	Open
07/25/2023	POOL	34646	00389	PRESQUE ISLE ELEC. COOP.	12.00	Open
07/25/2023	POOL	34647	00389	PRESQUE ISLE ELEC. COOP.	50.10	Open
07/25/2023	POOL	34648	00270	STACY LALONDE	300.00	Open
07/25/2023	POOL	34649	00455	TUSCARORA TOWNSHIP	228.14	Open
07/25/2023	POOL	34650	00466	VERIZON WIRELESS	87.46	Open
07/25/2023	POOL	34651	00106	WALTER CHAMBERLAIN	300.00	Open

POOL TOTALS:

Total of 71 Checks:

134,924.11

Less 2 Void Checks:

0.00

Total of 69 Disbursements:

134,924.11

Treasurer Report

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CASH SUMMARY BY BANK FOR TUSCARORA TWP
FROM 07/01/2023 TO 07/31/2023

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Bank Code		Beginning Balance 07/01/2023	Total Debits	Total Credits	Ending Balance 07/31/2023
Fund	Description				
DDASV DDA	IMMA				
248	DOWNTOWN DEVELOPMENT AUTHORITY	528.46	0.00	0.00	528.46
		<hr/>	<hr/>	<hr/>	<hr/>
	DDA IMMA	528.46	0.00	0.00	528.46
DDARD DDA	USDA RD BOND				
248	DOWNTOWN DEVELOPMENT AUTHORITY	19,800.00	0.00	0.00	19,800.00
		<hr/>	<hr/>	<hr/>	<hr/>
	DDA USDA RD BOND	19,800.00	0.00	0.00	19,800.00
POOL	GENERAL - ALL				
101	GENERAL FUND	527,979.55	17,613.07	120,860.60	424,732.02
206	FIRE FUND	3,874.01	0.00	0.00	3,874.01
207	POLICE FUND	869,719.30	1,197.06	65,535.93	805,380.43
219	STREET LIGHTING FUND	12,949.09	0.00	129.64	12,819.45
248	DOWNTOWN DEVELOPMENT AUTHORITY	196,229.74	846.00	2,000.00	195,075.74
271	LIBRARY FUND	242,047.47	2,077.80	21,702.27	222,423.00
282	ARPA FUND	180,460.35	0.00	9,680.25	170,780.10
502	BOAT LAUNCH	115,347.52	2,577.50	57.25	117,867.77
590	SEWER FUND	(20,613.33)	20,923.72	6,480.56	(6,170.17)
704	IMPREST PAYROLL FUND	(25,386.70)	27,146.74	27,146.74	(25,386.70)
860	SPECIAL ASSESSMENT	4,943.72	0.00	0.00	4,943.72
		<hr/>	<hr/>	<hr/>	<hr/>
	GENERAL - ALL	2,107,550.72	72,381.89	253,593.24	1,926,339.37
GNCHK	GENERAL, PAYROLL, LIBRARY & DDA CHECKING				
101	GENERAL FUND	920.41	0.00	0.00	920.41
704	IMPREST PAYROLL FUND	(202.85)	0.00	0.00	(202.85)
		<hr/>	<hr/>	<hr/>	<hr/>
	GENERAL, PAYROLL, LIBRARY & DDA CHECKING	717.56	0.00	0.00	717.56
LIBSP	LIBRARY SPECIAL				
271	LIBRARY FUND	25,731.24	0.00	0.00	25,731.24
		<hr/>	<hr/>	<hr/>	<hr/>
	LIBRARY SPECIAL	25,731.24	0.00	0.00	25,731.24
ADDRE	SEWER ADD REU				
590	SEWER FUND	257,754.24	0.00	0.00	257,754.24
		<hr/>	<hr/>	<hr/>	<hr/>
	SEWER ADD REU	257,754.24	0.00	0.00	257,754.24
RRI	SEWER RRI				
590	SEWER FUND	85,776.99	0.00	0.00	85,776.99
		<hr/>	<hr/>	<hr/>	<hr/>
	SEWER RRI	85,776.99	0.00	0.00	85,776.99
SEWER	SEWER SPEC ASSESSMENT				
590	SEWER FUND	214,555.07	0.00	0.00	214,555.07
		<hr/>	<hr/>	<hr/>	<hr/>
	SEWER SPEC ASSESSMENT	214,555.07	0.00	0.00	214,555.07
SPAS	SPECIAL ASSESSMENTS				

CASH SUMMARY BY BANK FOR TUSCARORA TWP
FROM 07/01/2023 TO 07/31/2023

Bank Code		Beginning Balance	Total	Total	Ending
Fund	Description	07/01/2023	Debits	Credits	07/31/2023
860	SPECIAL ASSESSMENT	221,314.13	0.00	0.00	221,314.13
	SPECIAL ASSESSMENTS	221,314.13	0.00	0.00	221,314.13
TXCHK	TAX CHECKING				
703	CURRENT TAX COLLECTION FUND	684.10	281,253.94	0.00	281,938.04
	TAX CHECKING	684.10	281,253.94	0.00	281,938.04
	TOTAL - ALL FUNDS	2,934,412.51	353,635.83	253,593.24	3,034,455.10



AGENDA ITEM

DATE: 8-1-2023

TITLE: CNB & Awakon Bank Signature Cards

SUMMARY: Board to provide minutes with authorization to add Deputy Treasurer Kris Parrottino to all Township Banking signature cards and capable of accessing all bank records.

FINANCIAL IMPACT: Deputy Treasurer needs to be capable of signing checks in Treasures absence and / or carry out any other financial matter relating to the Treasurer.

RECOMMENDATION: Motion to authorize Citizens National Bank and Awakon Bank to add Kris Parrottino to all signature cards on all Township bank accounts.

PREPARED BY: J. Reidsma

DEPT/BOARD/COMMISSION: Clerk

ATTACHMENTS: NONE

Meeting Minutes

TUSCARORA TOWNSHIP BOARD OF TRUSTEES
TUSCARORA TOWNSHIP HALL
3546 S. Straits Hwy., Indian River, MI 49749
SPECIAL MEETING MINUTES – July 20, 2023 @ 1:00 PM

1. **Call to Order** - Supervisor Kramer at 1:00 PM

2. **Roll Call**

Members Present – Supervisor Kramer, Clerk Reidsma, Trustee Vance, Trustee Pearson

Members Absent – Treasurer Dillaha Quorum Present

Staff Present – Deputy Supervisor Odenwald, Administrative Asst. Chris Green, Office Asst. Karen Decker

3. **Public Comment of Agenda Items** – began at 1:01 pm – ended at 1:01 pm
No public comments

4. **Meeting Minutes**

MOTION: Vance moved to approve the minutes as written.

Pearson seconded.

Motion passed 4-0.

5. **Bills / Budget Adjustments**

MOTION: Reidsma moved to pay the bills.

Vance seconded.

Motion passed 4-0.

Discussion:

-- Clerk explained that June Credit Card billing was paid (\$2683.78) without board approval to avoid late fees and a poor credit rating affecting our ability to increase credit limits per existing "Expenditure Approval & Post Audit" policy. Factors causing this problem will be addressed with a Credit Card Payment Procedure to outline who, what, when.

-- USIC bills are being questioned regarding Sewer related costs vs. other costs for underground utilities flagging being investigated for Township responsibility vs that of others.

-- Insurance costs explained for Workmans Comp, Liability going up in cost, and Aviation.

-- Cemetery costs explained to improve grounds with tree trimming and removal.

-- Trace Analytical Laboratories expense for PFAS testing at Sewer plant (negative results)

6. Police Vehicle

MOTION: Kramer moved to approve CIP spending for new Tahoe to replace a vehicle with high mileage (194,00 miles)

Reidsma seconded.

Motion passed with Roll Call vote 4-0 yes votes.

Discussion:

Police fund has sufficient money set aside to purchase the new police vehicle and required the priority and approval to spend, be moved from 2025 to 2023 given mileage of current vehicle and current equipment needs.

7. Appointments

MOTION: Vance moved to appoint Patti Murdock to the Planning Commission.

Reidsma seconded.

Motion passed 4-0.

Discussion:

Replaces Mike Cherveney, who resigned, and brings a significant education background and business experience to the Commission. Only one application submitted.

MOTION: Vance moved to appoint Patricia Tomczak to the Planning Commission.

Pearson seconded.

Motion passed 4-0.

Discussion:

Replaces Kelly Ashford, who resigned, and was supported by Kramer & Reidsma. Patricia brings a community voice to the Commission. Only one application submitted.

MOTION: Vance moved to appoint Tyler Goral to the DDA.

Pearson seconded.

Motion passed 4-0.

Discussion:

Tyler replacing Dan Yaczik, who resigned, lives within the DDA district, and offers a youthful voice on DDA initiatives. Only one application submitted.

8. Public Comments - Opened at 1:15 PM

-- P. McGinnis: Need for police vehicle, comments on rules & airport forestry, boat launch fees.

-- B. Henderson: reason for meeting & meeting minutes approval questioned.

- C. Pollard: support for Police department and the need for replacement vehicle
- P. Tomczak: introduced herself, and appreciates the direction that the Township is heading.

Public Comment closed at 1:22 PM.

9. Board Comments

- 4 Board members commented

14. Adjournment

- Trustee Vance motioned for adjournment, seconded by Kramer at 1:35 PM

Respectfully submitted, Jay Reidsma, Township Clerk

Correspondence

Reports

Airport



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Airport Report

SUMMARY:

Bids for harvest ongoing, Deadline August 15

Supervisor and Trustee Vance met with hangar owners on June 22 informally to discuss issues.

Seeking crack seal bids for runway (CIP)

FINANCIAL IMPACT: TBD

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION:

ATTACHMENTS:

Assessor

DDA

TUSCARORA TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY

Monthly Meeting Minutes: July 17, 2023

Roll Call: 7:00 pm

- Present: D. Friedrichsen; D. Nivelt; S. Fisher; K. Olsen; M. Whitener; D. Bodnar; B. Kramer
- Absent: D. Mallory

Approval of Current Meeting Agenda and Meeting Minutes:

- Motion was made by D. Nivelt; seconded by K. Olsen to approve the current agenda. All in favor.
- Motion was made to approve the June meeting minutes with no revisions by S. Fisher; seconded by D. Friedrichsen. All in favor.

Financials for June 2023:

- Financial Report:
 - 1) \$216,588.20 in account on June 30, 2023
 - 2) \$255.50 invoice for Summer Music Series posters to be paid to Straits Area Printing. Motion was made by D. Nivelt; seconded by D. Friedrichsen to pay. All in favor.
 - 3) Motion to approve the Financial Report was made by D. Friedrichsen; seconded by D. Nivelt. All in favor.

New Business:

- Application from Tyler Goral for DDA appointment has been rescinded. D. Mallory resigned as of 6/17/23 via email. Two positions are now open for the DDA Board ((1) one year appointment and (1) three year appointment. B. Kramer will advertise accordingly.
- Repair of River Street. Motion was made by D. Nivelt; seconded by S. Fisher to table discussion until next month. B. Kramer to pursue additional information for next months meeting.
- Township Downtown Parking lot. B. Kramer was seeking a recommendation by the DDA Board for parking from Martha Street through the GLOW property. K. Olsen indicated that GLOW had never discussed the sale of that piece of property. D. Friedrichsen and S. Fisher indicated that Drosts and Monte Black has expressed interest in purchasing the property behind their perspective businesses. B. Kramer indicated that the purchase agreements had expired. Motion was made by D. Nivelt; seconded by S. Fisher to discuss at next meeting. Confirmation with C. Waldron and M. Black as to their interest will be reported at that time.
- Boat Dock Signs. B. Kramer shared his interest in enlarging signage at Marina Park. Agreement from the Board with the 48" x 48" sign being the most desirable.
- Banner for Top O' Michigan Outdoor Racing Club. B. Kramer indicated that a resolution had already been made to the request and would be communicated back to S. Fairbairn.

Old Business:

- Fish Sculpture: No update on well. Received bid from Jeff at Northstar for landscape requiring minimal water of \$2,872.32 which included watering for two weeks but no irrigation.
- Electric Hookups: Three bids have been received. Previous bid for Pollards; \$950. for the 310 business property; \$2,931.98 for Drosts. Consumers has not sent their bids.
- Music Series: The move to Northland Brewery has been successful as seen by expanded numbers of attendees. M. Whitener presented a check for \$596.00 to the DDA for profit sharing for three of the events. It was agreed that a meeting will be held in early January 2024 as a collaboration for businesses and organizations to discuss event plans for the upcoming year. DDA to organize.
- 4th of July Parade: Reported as a success with the exception of an injury to a child. Good turnout.

Public Comment:

Gregg Siebert presented comment regarding the proposed plans for River Street. Issued complaints that residents and businesses along that street had not been notified of meetings and given opportunity for input.

DDA Meeting of July 17, 2023 was not posted on township door as has been the required practice.

D. Webb spoke to the intent of the Women's Club and BLPOA to become involved in the landscaping project at the Sturgeon. Funding through their organization is available. D. Webb has contacted the MSU Master Gardening program for possible design services.

Pat McGinnis presented information regarding township actions.

DDA Board Comment:

No comments

Motion to adjourn at 8:22p by D. Nivelt; seconded by S. Fisher. All in favor.

Next Regular Meeting: August 21, 2023 at the Township Hall 7p

FOIA



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: FOIA Report

SUMMARY:

4 FOIAs received.

FINANCIAL IMPACT: N/A

PREPARED BY: Supervisor/FOIA Coordinator

DEPT/BOARD/COMMISSION:

ATTACHMENTS:

Library

Parks Commission

Tuscarora Township Parks commission meeting minutes

Regular meeting 06/28/2023 6:00pm Tuscarora Township Hall

Call to order 6:04pm

Roll call: present Dave Meckstroth, Courtney Quick, Allen Maves, Greg Rotter, Beau Depauw.

Patty Anderson spoke to the commission regarding a dog waste solution at the parks locations. She offered literature with "stations" for bags and bins to dispose of dog waste. Courtney Quick will investigate.

Discussion about Veterans Pier. There is around 17k in the veterans pier fund that should help with the installation of the wall to protect the engraved bricks and to replace the weathered bricks. Question was posed: is there a master list of brick orders and locations within pier?

Motion was made by Greg Rotter with support from Dave Meckstroth to install a new wall along veterans pier to protect the bricks from further wear.

Discussion: new sand is needed at the beach, and the existing wall can be repaired as needed.

Ayes: Dave Meckstroth, Greg Rotter, Courtney Quick, Beau Depauw, Allen Maves.

Motion was made by Beau Depauw with support from Courtney Quick to place the veterans pier wall job out for bid.

Ayes: Dave Meckstroth, Courtney Quick, Beau Depauw, Greg Rotter, Allen Maves.

Discussion about Battle of the bats tournament at Cooperation park: Next tournament will require more porta-johns. Food trucks are required to be in compliance with township policies. An extra dumpster will be required to handle the excess trash from such an event. Porta-johns, food truck and dumpster language need to be in the contract. There is no camping in township parks.

Discussed the need to revisit the rental policies as a whole. Courtney Quick volunteered to do this.

The need for an activities director was discussed several times throughout the meeting. Courtney Quick volunteered to investigate the possibility of grant funding for such a position.

Discussion about pickleball/tennis courts: the question was raised about whether or not there is a device that can be used to "convert" a tennis court to a pickleball court as the

net heights are slightly different. Doug will investigate. Also questioned, is there a "league" going on? If so, they should be renting the courts per policy.

Discussion about basketball courts: Courts need to be updated. The surfaces are lumpy and need to be repaired. Doug got a quote from the business that re-did the tennis courts, They quoted \$27,890 to repair the basketball court surfaces. Motion was made by Beau Depauw with support from Dave Meckstroth to add the basketball court project to the CIP wishlist for next year. Ayes: Dave Meckstroth, Courtney Quick, Beau Depauw, Greg Rotter, Allen Maves.

Discussion about the need for a basketball court and volleyball court somewhere in the downtown area was posed by Beau Depauw.

Discussed the boat launch fees and if/how they may be adjusted per the grant stipulations. Greg Rotter will investigate.

Discussion about the need for a kiosk type, electronic payment system for the boat launch vs. the wooden box method.

Discussion about a film night at the pavilion in upper marina park. Motion was made by Greg Rotter with support from Courtney Quick to allow the Kiwanis to use the upper marina park, within parks policy, to be used for a movie night. Ayes: Dave Meckstroth, Courtney Quick, Beau Depauw, Allen Maves. Abstained: Greg Rotter.

Motion to adjourn was Made at 7:59 by Dave Meckstroth with support from Allen Maves. Ayes: Dave Meckstroth, Courtney Quick, Beau Depauw, Greg Rotter, Allen Maves.



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Parks Report

SUMMARY:

It has been a busy and productive summer. the new dock project is nearly finished. The larger sign will arrive soon. Lawn is coming along nicely.

The replacement engine for the leaf vacuum is here. As soon as we get it back in working order, we will be heading to Oak Hill Cemetery to clean up remaining leaf piles.

The playground has been getting the attention that is needed. Finished off shaping and grading, irrigation repairs and seeding .

The juvenile work detail came 2 days this month. One day painting bathrooms at the beach. the other picking up sticks in Oak Hill Cemetery.

I'm happy to have hired Tom Radle to fill the foreman position. Tom has a background in hotel maintenance. These skills will be very helpful in the day to day operations of the township.

FINANCIAL IMPACT: N/a

PREPARED BY: Doug Schofield maintenance supervisor

DEPT/BOARD/COMMISSION: Parks

ATTACHMENTS:



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Parks Employee Compensation

SUMMARY: Board approval required. Parks replaced an employee (Drew Hanel), providing salary, wages, and fringe benefits. New employee is Tom Radle.

Position does not need to be approved, but all compensation matters associated with the position need approval by the Board per the Policy 4.2. and MCL 41.75.

FINANCIAL IMPACT: \$40K plus benefits (including health insurance)

MOTION: Approve

PREPARED BY: Parks

DEPT/BOARD/COMMISSION: Parks

ATTACHMENTS:

Planning Commission



DATE OF MEETING: 08/01/2023

TITLE: Planning Commission Report

SUMMARY: No changes since June report

Old Business:

Current Month:

Future Months:

- Next Regular meeting July 27th, 2023

FINANCIAL IMPACT: \$0

RECOMMENDATION: None

PREPARED BY: Dawn Webb

DEPT/BOARD/COMMISSION: Planning

ATTACHMENTS:



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Appointment

SUMMARY: By law, the Township Supervisor must appointment members of the Planning Commission.

FINANCIAL IMPACT: None

MOTION: Supervisor seeks Board approval for appointment of Rod Grandy to the Planning Commission for a 3 year term effective September 1.

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS:

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: __PLANNING COMMISSION__

I understand the terms for this appointment to be: _____

Enter term appointment date and term expiration date: __

PERSONAL INFORMATION

First Name, Last Name: **Rodney Grandy**

Address: **6461 South St. Indian River, MI 49749**

Home Phone Number: **989-330-2444**

Email Address: **rgrandy66@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:

Member of City on the Hill Church, Eagles member, Annual fundraiser for Northern Michigan Animal Rescue Network, Proud member of the Republican Party

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? **NO**

If yes, list them, including dates of terms.

Briefly indicate your qualifications for appointment to this board, commission, committee, and why you believe your appointment will benefit Tuscarora Township]

I was a production manager at a company with over 600 employees which sold over \$125 million worth of equipment per year. I was responsible for not only my employees but purchasing and cost savings. My family has been a part of this community for over 75 years and I have a vested interest in this township. I have also been following the politics in this township and feel I can help to move us forward.

Please list areas of special interest.

Community growth and local politics, *Protecting our waterways*

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: *Paul Drandy* 7-17-23

Police



REPORT TITLE: Tuscarora Township Police Department Activities

SUMMARY:

After completing a background check on a potential hire the candidate was offered a conditional offer of employment. The new hire, Dawson Brace, will begin his training at Kirtland Regional Police Academy on 08-14-2023.

Officers are currently completing training through Police One Academy. Controlling the Scene and Dealing with Armed Subjects are the two courses.

Our Officers assisted with the Indian River Fireworks, Fourth of July Parade, and this past weekend's Summer Gala.

FINANCIAL IMPACT: None

PREPARED BY: Chief Gordon Temple

DEPT/BOARD/COMMISSION: Tuscarora Township Police Department



REPORT TITLE: Tuscarora Township Police Department Stats:

**Tuscarora Township Police Department
June 23 2023 to July 24 2023**

Description:

Nonaggravated Assault	2
Extortion	1
Larceny - Other	7
Damage to Property	1
Obstructing Police	1
Obstructing Justice	2
Operating While Intoxicated	1
Misdemeanor Traffic Violations	6
Delinquent Minors	1
Traffic Accidents	19
Non-Traffic Accidents	12
Parking Violation	7
False Alarm Activation	2
Liquor Inspections	16
Civil Matter Dispute / Family Trouble	38
Suspicious Situations	37
Lost and Found Property	4
Natural Death	1
Assist Other Agency	29
Assist Ambulance	3
Assist Fire	6
Assist Citizen	17
Fireworks Complaint	4
Motorist Assist	7
Gun Registrations	3
Lockouts	10
Welfare Checks	8
Blight Violation	6
Special Detail	3
Fingerprint	2
Tall Grass Violation	2
Noise Complaint	4

Total: 265

Arrests

Bench	4
Misdemeanor	7
Traffic Arrest	6
Felony Arrest	4
Juvenile Arrest	0

Traffic Enforcement

Verbal Warnings	165
Citations	19
Ordinance Violation	0
Hours Worked	1,200
Miles Driven	5,082



**Tuscarora Township Police Department
May 30 2023 to June 22 2023**

Description:

Larceny - Other	3
Damage to Property	1
Obstructing Justice	2
Misdemeanor Traffic Violations	6
Delinquent Minors	4
Traffic Accidents	11
Non-Traffic Accidents	4
Parking Violation	5
False Alarm Activation	5
Liquor Inspections	11
Civil Matter Dispute / Family Trouble	13
Suspicious Situations	34
Lost and Found Property	2
Assist Other Agency	15
Assist Ambulance	7
Assist Fire	2
Assist Citizen	6
Fireworks Complaint	2
Motorist Assist	6
Gun Registrations	3
Lockouts	4
Welfare Checks	1
Blight Violation	6
Special Detail	3
Fingerprint	1
Tall Grass Violation	5
Noise Complaint	2

Total: 164

Arrests

Bench	1
Misdemeanor	2
Traffic Arrest	7
Felony Arrest	8
Juvenile Arrest	0

Traffic Enforcement

Verbal Warnings	90
Citations	19
Ordinance Violation	1
Hours Worked	986.5
Miles Driven	4,526



FINANCIAL IMPACT: None

PREPARED BY: Chief Gordon Temple

DEPT/BOARD/COMMISSION: Tuscarora Township Police Department

Sewer



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Sewer Report

SUMMARY:

EPA authorized reimbursement of approximately \$55k for engineer & legal fees which can be returned to the general fund

Phase 1 and 2 EGLE permitting in progress.

Anticipate conference with EGLE on these permits.

FINANCIAL IMPACT: Approx \$350K spent to date

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION:

ATTACHMENTS:

Old Business



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Real Estate

SUMMARY:

1. Board previously authorized sale of township parcel #162-I41-004-025-00.
2. Offers attached.
 - \$30k
 - \$35k with contingency
 - \$41K

FINANCIAL IMPACT: Revenue to be determined.

MOTION: TBD

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS: Offers



WATER WONDERLAND BOARD OF REALTORS® VACANT LAND PURCHASE AGREEMENT



OFFICE OF: Berkshire Homes Services of Indian River Date: July 1, 2023 at _____ (☐ a.m. ☐ p.m.)

1. **PURCHASER:** The undersigned Purchaser(s) Glenn Rose, Gloria Rose (Purchaser's Name)
agrees to purchase through Berkshire Home Services of Indian River (Listing Broker)

2. **PROPERTY:** Real Property situated in the _____ Township _____ of _____ Tuscarora
County of Cheboygan and State of Michigan. Tax Number(s): 162-141-004-025-00

MLS # 201824960 Legal Description: Plat of Indian River Side Resort Lot #25

The Property is also identified by address as: _____

The property is purchased subject to zoning ordinances and to restrictions and easements of record.

3. **PRICE:** The purchase price shall be \$ 35,000.00 (Thirty-Five Thousand dollars)

4. **METHOD OF PAYMENT:** All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

- ☒ A. CASH: Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ B. NEW MORTGAGE: This contract is contingent on Buyer's ability to obtain a(n) _____ mortgage loan. Buyer will apply for the loan within _____ days after the "Effective Date" of this contract. Buyer shall deliver to seller evidence of a loan commitment and/or approval acceptable to buyer on or before _____. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ C. LAND CONTRACT: Buyer will pay \$ _____ down payment upon Buyer and Seller signing a _____ land contract. Buyer will pay monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ percent. Buyer will pay the entire balance, which may require a lump-sum payment within _____ years after closing.

5. **CLOSING COSTS:** Unless otherwise provided in this contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this contract, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage. Both buyer and seller shall pay Closing Agent (Title Company) closing fees that are charged to them.

6. **ASSESSMENTS:** Seller will pay all prior years' special assessments. (Buyer will pay assessments which are due on or after the date of closing. "Due" means the date which assessments become payable). Current year's assessments to be prorated in arrears on a calendar year.

7. **OIL, GAS, and MINERAL RIGHTS:** if any owned, are included ☒ YES ☐ NO

8. **FIXTURES & IMPROVEMENTS:** Sale to include all buildings, improvements, carpeting, window shades, drapery or curtain hardware, Venetian shades, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Other inclusions: _____

GR gr

9. **PRORATIONS:** Seller will pay all prior years' taxes. Buyer will pay taxes which are due on or after the date of closing. "Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Purchaser with the balance of the year.

If applicable, City taxes and village taxes shall be prorated on a due date basis as if paid in ☐ advance or ☐ in arrears so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30. ("Due" means the date which taxes becomes payable)

☒ **NO PRORATION** Seller will pay the taxes and assessments which are due before the date of closing. Buyer will pay taxes and assessments which are due on or after the date of closing. "Due" means the date on which a tax or assessment becomes payable.

Rents, insurance, propane, heating fuel, fuel oil, homeowner's association fees, condominium owner's association fees, road maintenance fees, sewer and water bills shall be adjusted as of the date of closing.

10. **POSSESSION:** Seller shall deliver and Purchaser shall accept possession of the Property, subject to the rights of any tenants, at closing or 0 days after closing. From the date of closing to the date of vacating the Property as agreed, Seller shall pay the sum of \$ _____ per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. An occupancy escrow shall be retained by _____ in the amount of _____.

11. **PROPERTY INSPECTION:** Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings or representations except as otherwise provided in this Agreement.

☐ This Agreement is contingent upon an inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than _____ business days after the "Effective Date" of this Agreement. The term "Effective Date" shall mean the date and time at which both Purchaser and Seller have signed this Agreement and agreed upon its terms. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived the contingencies and proceed to close this transaction. If the inspector discloses any structural or functional defect in the property which results in the buyers having substantial cause to be dissatisfied with the current physical condition of the property and its system, the buyers shall notify the sellers in writing within _____ business days of the completion of the inspection.

If sellers are notified of defects, they shall have _____ business days to respond and can either (a) repair or provide for repair in a workman like manner, (b) agree to negotiate a reduction in the sale price of the property that is agreeable to both buyers and sellers or (c) declare their unwillingness to repair in which case this agreement may be null and void and buyers deposit shall be returned.

☒ Buyer acknowledges that the REALTOR®/Broker has strongly recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property.

12. **SITE INVESTIGATION:** All matters related to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc., are to be secured and paid for by Buyer unless otherwise specified in additional conditions as set forth in Paragraph 22 of this agreement, or see addendum attached hereto.

13. **LAND DIVISION ACT:** {For unplatted land only.} Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery: (a) The grantor grants to the grantee the right to make -0- (insert "zero", "all" or a specific number, as appropriate) division(s) under section 108 of the land division act. Act No. 288 of the Public Acts of 1967. (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

14. **FOR VALUABLE CONSIDERATION:** Buyer gives Seller until 08/01/2023 to accept this offer and agrees that this offer, when signed, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 500.00 evidencing Buyer's good faith, said deposit to be held by said REALTOR®/Broker, and to apply as part of the purchase price. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or if sale is on contract, subject to sale of such contract, or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively Seller may retain such deposits as part payment of the purchase price and pursue his/her legal or equitable remedies hereunder against Buyer. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.

BR

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15. **TITLE INSURANCE:** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Upon receipt of the commitment, Buyer/Buyer's Representative shall have 10 days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.
16. **SURVEY** ☒ No boundary (stake) survey requested; or ☐ Contingent upon a boundary (stake) survey approved by the Buyer. Paid for by the ☐ Buyer and/or ☐ Seller. Both Buyer and Seller acknowledges the REALTOR®/Brokers do not warrant location of the improvements and easements on the property and the boundaries of the property or assume any responsibility for the representations made by the Seller of the location of the improvements and easements on the property and the boundaries of the property.
17. **SALE TO BE CLOSED** on or before August 25 2023
month day year
18. **AGENCY CONFIRMATION:** Purchaser and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/Salesperson is acting as (check one) ☐ Agent/Subagent of the Seller ☒ Buyer's Agent ☐ Dual Agent ☐ Designated Agent in an In-House Transaction ☐ Other _____
19. **ADDITIONAL CONDITIONS:** Addendum - ☐ Yes ☐ No This sale is subject to buyer's ability to obtain all necessary permits to build on this property and approval from Cheboygan County Zoning.

20. **RELEASE:** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this Agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Buy and Sell Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker from any and all claims related to those matters.
21. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.
22. **HEIRS AND SUCCESSORS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this agreement without Seller's prior written permission.
23. **ELECTRONIC COMMUNICATIONS:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic mail address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
24. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
25. **ATTORNEY'S FEES:** In any actions or proceedings arising out of this agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party.
26. **ACKNOWLEDGEMENT:** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents. This is a legal document. It is recommended to the parties that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

JB BR

27. BUYER(S) SIGNATURE(S)

Signature:  Date: 7-1-23
Print Name: _____ **Glenn Rose** _____

Signature:  Date: 7-1-2023
Print Name: _____ **Gloria Rose** _____

Buyer's Address: _____
Print Salesperson's Name: **David Carpenter** Salesperson License#: _____
Broker's Name: _____ Brokerage License# _____
Brokerage Address: **P.O. Box 70, Indian River, MI 49749**

28. DEPOSIT RECEIPT: The selling broker has received from buyer the deposit in the form of _____
Salesperson's Signature _____

29. SELLER'S ACCEPTANCE: Seller accepts this as written or with the following changes: Addendum - ☐ Yes ☐ No

30. SELLER(S) SIGNATURE(S)

Signature: _____ Date: _____
Print Name: _____

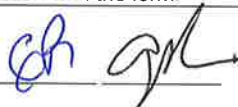
Signature: _____ Date: _____
Print Name: _____

Seller's Address: _____
Print Salesperson's Name: _____ Salesperson License#: _____
Broker's Name: _____ Brokerage License# _____
Brokerage Address: _____

31. BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES: Buyer has received Seller's acceptance of this contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature: _____ Date: _____
Signature: _____ Date: _____

DISCLAIMER: This form is provided as a service of the Water Wonderland Board of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Water Wonderland Board of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.





WATER WONDERLAND BOARD OF REALTORS®
PURCHASE AGREEMENT



OFFICE OF: BHHS-MI Date: 07/01/2023 at (☐ a.m. ☐ p.m.)

1. **PURCHASER:** The undersigned Purchaser(s) Luke Klotz (Purchaser's Name)
agrees to purchase through Berkshire Hathaway Homeservices Indian River (Listing Broker)

2. **PROPERTY:** Real Property situated in the Township of Tuscarora
County of Cheboygan and State of Michigan. Tax Number(s): 162-141-004-025-00
MLS # 201824960 Legal Description:

PLAT OF INDIAN RIVER SIDE RESORT, LOT 25, BLK D (SEC 19, T35N,R2W) 770/282;815/810;

The Property is also identified by street number as: 3397 Nabanois Trl

The property is purchased subject to zoning ordinances and to restrictions and easements of record.

3. **PRICE:** The purchase price shall be \$ 30,000 (dollars)

4. **METHOD OF PAYMENT:** All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

- ☒ A. CASH: Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ B. NEW MORTGAGE: This contract is contingent on Buyer's ability to obtain a(n) mortgage loan. Buyer will apply for the loan within days after the "Effective Date" of this contract. Buyer shall deliver to seller evidence of a loan commitment and/or approval acceptable to buyer on or before . The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ C. LAND CONTRACT: Buyer will pay \$ down payment upon Buyer and Seller signing a land contract. Buyer will pay monthly installments (principal and interest) of \$ or more, including annual interest of percent. Buyer will pay the entire balance, which may require a lump-sum payment within years after closing.

5. **CLOSING COSTS:** Unless otherwise provided in this contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this contract, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage. Both buyer and seller shall pay Closing Agent (Title Company) closing fees that are charged to them.

6. **ASSESSMENTS:** Seller will pay all prior years' special assessments. (Buyer will pay assessments which are due on or after the date of closing. "Due" means the date which assessments become payable). Current year's assessments to be prorated in arrears on a calendar year.

7. **OIL, GAS, and MINERAL RIGHTS:** if any, are included ☐ YES ☐ NO ☐ UNKNOWN

8. **FIXTURES & IMPROVEMENTS:** Sale to include all buildings, improvements, carpeting, window shades, drapery or curtain hardware, Venetian shades, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator ☐ Yes ☐ No, Oven/Range ☐ Yes ☐ No, Draperies ☐ Yes ☐ No, Curtains ☐ Yes ☐ No, Water Softener ☐ Yes ☐ No, Dishwasher ☐ Yes ☐ No, Microwave ☐ Yes ☐ No, Washer ☐ Yes ☐ No, Dryer ☐ Yes ☐ No. Other inclusions:

9. **PRORATIONS:** Seller will pay all prior years' taxes. Buyer will pay taxes which are due on or after the date of closing. "Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Purchaser with the balance of the year. City taxes and village taxes shall be prorated on a due date basis as if paid in ☐ advance or ☒ in arrears so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30. ("Due" means the date which taxes become payable.)

Rents, insurance, propane, heating fuel, fuel oil, homeowner's association fees, condominium owner's association fees, road maintenance fees, sewer and water bills shall be adjusted as of the date of closing.

Purchaser's Initials

LK

Seller's Initials

10. **POSSESSION:** Seller shall deliver and Purchaser shall accept possession of the Property, subject to the rights of any tenants, at closing or at _____ days after closing. From the date of closing to the date of vacating the Property as agreed, Seller shall pay the sum of \$ _____ per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. An occupancy escrow shall be retained by _____ in the amount of _____.
11. **CONDITIONS OF PREMISES:** Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings or representations except as otherwise provided in this Agreement.
- ☐ This Agreement is contingent upon an inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than _____ business days after the "Effective Date" of this Agreement. The term "Effective Date" shall mean the date and time at which both Purchaser and Seller have signed this Agreement and agreed upon its terms. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived the contingencies and proceed to close this transaction. Any request by Buyer to modify this Agreement based on the results of an inspection(s) shall terminate this Agreement, unless: 1) the request is agreed to by Seller in writing, and 2) the Buyer proceeds to remove the inspection contingency, in writing, within the time for inspections.
- ☐ Buyer acknowledges that the REALTOR®/Broker has strongly recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property.
12. **SITE INVESTIGATION:** All matters related to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc., are to be secured and paid for by Buyer unless otherwise specified in additional conditions as set forth in Paragraph 20 of this agreement, or see addendum attached hereto. Home warranty may be available for purchase with this property. Ask your agent.
13. **SELLERS DISCLOSURE:** ☐ Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.
- ☐ Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993 Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.
14. **LEAD-BASED PAINT DISCLOSURE:** (For residential housing built prior to 1978.) Buyer acknowledges that prior to signing the Purchase Agreement, Buyer has received and reviewed a copy of the *Lead-Based Paint Seller's Disclosure form*, the terms of which are incorporated herein by reference.
15. **LAND DIVISION ACT:** {For unplatted land only.} Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery: (a) The grantor grants to the grantee the right to make _____ (insert "zero", "all" or a specific number, as appropriate) division(s) under section 108 of the land division act. Act No. 288 of the Public Acts of 1967. (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act. CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.
16. **FOR VALUABLE CONSIDERATION:** Buyer gives Seller until 07/07/2023 to accept this offer and agrees that this offer, when signed, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 1,000 upon Acceptance evidencing Buyer's good faith, said deposit to be held by said REALTOR®/Broker, and to apply as part of the purchase price. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or if sale is on contract, subject to sale of such contract, or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively Seller may retain such deposits as part payment of the purchase price and pursue his/her legal or equitable remedies hereunder against Buyer. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.
17. **TITLE INSURANCE:** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Upon receipt of the commitment, Buyer shall have 10 days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.
18. **SALE TO BE CLOSED** on or before 08/01/2023
month day year
19. **AGENCY CONFIRMATION:** Purchaser and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/ Salesperson is acting as (check one) ☐ Agent/Subagent of the Seller ☒ Buyer's Agent ☐ Dual Agent ☐ Designated Agent in an In-House Transaction ☐ Other _____

Purchaser's Initials  

Seller's Initials   2

20. **ADDITIONAL CONDITIONS:** Addendum - ☐ Yes ☐ No

21. **RELEASE:** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this Agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Buy and Sell Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker from any and all claims related to those matters.
22. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.
23. **HEIRS AND SUCCESSORS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this agreement without Seller's prior written permission.
24. **FAX:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of a fax and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither party shall assert the Statute of Frauds or non-enforceability or invalidity of the contract because of fax copies being used, and both parties specifically waive and relinquish any such defense.
25. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
26. **ATTORNEY'S FEES:** In any actions or proceedings arising out of this agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party.
27. **ACKNOWLEDGEMENT:** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents. This is a legal document. It is recommended to the parties that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

28. **BUYER(S) SIGNATURE(S)**

Signature: Luke Klotz doLoop verified
07/01/23 12:01 PM EDT
NCTV-APC-1028-VOTS

Print Name: Luke Klotz
(First) (Middle) (Last)

Signature:

Print Name:
(First) (Middle) (Last)

Buyer's Address:

Print Salesperson's Name: Michael Vizina Office Ph: (231) 238-7400

29. **DEPOSIT RECEIPT:** The selling broker has received from buyer the deposit in the form of

Salesperson's Signature

Purchaser's Initials 

Seller's Initials 3

30. **SELLER'S ACCEPTANCE:** Seller accepts this as written or with the following changes: Addendum - ☐ Yes ☐ No

31. **SELLER(S) SIGNATURE(S)**

Signature:

Print Name: _____
(First) (Middle) (Last)

Signature:

Print Name: _____
(First) (Middle) (Last)

Seller's Address: _____

Print Salesperson's Name: Walter Ellis Office Ph: _____

32. **BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES:** Buyer has received Seller's acceptance of this contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature: Date: _____


Signature: Date: _____

33. **SELLER'S RECEIPT OF BUYER'S ACCEPTANCE:** Seller has received Buyer's acceptance of changes in this contract.

Signature: Date: _____

Signature: Date: _____

Purchaser's Initials


01/01/2023
12:01 PM EDT
identity verified

Seller's Initials



WATER WONDERLAND BOARD OF REALTORS® PURCHASE AGREEMENT



OFFICE OF: Berkshire Hathaway HomeServices I.R. Date: July 28, 2023 at 1:00 (☐ a.m. ☒ p.m.)

1. **PURCHASER:** The undersigned Purchaser(s) Mark Sable (Purchaser's Name)
agrees to purchase through Berkshire Hathaway HomeServices I.R. (Listing Broker)

2. **PROPERTY:** Real Property situated in the Township of Tuscarora
County of Cheboygan and State of Michigan. Tax Number(s): 161-141-004-025-00

MLS # 201824960 Legal Description: PLAT OF INDIAN RIVER SIDE RESORT, LOT 25, BLK D (SEC 19, T35N, R2W) 770/282;815/810

The Property is also identified by address as: 3397 Nabanois Trail, Indian River, Mi. 49749

The property is purchased subject to zoning ordinances and to restrictions and easements of record.

3. **PRICE:** The purchase price shall be \$ 41,000.00 (Forty-One Thousand dollars)

4. **METHOD OF PAYMENT:** All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

- ☒ A. CASH: Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ B. NEW MORTGAGE: This contract is contingent on Buyer's ability to obtain a(n) _____ mortgage. Buyer will apply for the loan within _____ days after the "effective date" of this contract. If Buyer's lender does not provide "clear to close" for mortgage on or before _____, at Sellers' option (upon written notice) this agreement can be declared null and void and the earnest money deposit shall be returned to Buyer. If Buyer is rejected for the mortgage, Buyer shall furnish Seller with the lender's written verification of mortgage denial. Upon Seller's receipt of such denial, this agreement shall be null and void and earnest money deposit shall be returned to Buyer. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ C. LAND CONTRACT: Buyer will pay \$ _____ down payment upon Buyer and Seller signing a _____ land contract. Buyer will pay monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ percent. Buyer will pay the entire balance, which may require a lump-sum payment within _____ years after closing.

5. **CLOSING COSTS:** Unless otherwise provided in this contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this contract, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage. Both buyer and seller shall pay Closing Agent (Title Company) closing fees that are charged to them.

6. **ASSESSMENTS:** Seller will pay all prior years' special assessments. Current year's assessments to be prorated in arrears on a calendar year basis. Buyer will pay all subsequent years' special assessments.

7. **OIL, GAS, and MINERAL RIGHTS:** If owned by the seller(s) shall be included in the sale. ☒ YES ☐ NO

8. **FIXTURES & IMPROVEMENTS:** Sale to include all buildings, improvements, carpeting, window shades, drapery or curtain hardware, Venetian shades, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator ☐ yes ☐ no, Oven/Range ☐ yes ☐ no, Draperies ☐ yes ☐ no, Curtains ☐ yes ☐ no, Water Softener ☐ yes ☐ no, Dishwasher ☐ yes ☐ no, Microwave ☐ yes ☐ no, Washer ☐ yes ☐ no, Dryer ☐ yes ☐ no, Other inclusions: _____

All personal property not included in the sale and any trash or debris (in interior and/or exterior) will be removed by the day of occupancy unless otherwise agreed upon in writing.

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Purchase Agreement/Rev 09/2021

9. **PRORATIONS:** Seller will pay all prior years' real estate taxes. The current year's real estate taxes will be paid as follows:
- ☐ NO PRORATION Seller will pay the taxes which are due before the date of closing. Buyer will pay taxes which are due on or after the date of closing. "Due" means the date on which a tax becomes payable.
- ☒ PRORATION: (check either Arrears or Advance and either Calendar Year or Due Date for each below)
- Summer Taxes: ☐ Arrears OR ☒ Advance ☐ Calendar Year OR ☒ Due Date
- Winter Taxes: ☒ Arrears OR ☐ Advance ☒ Calendar Year OR ☐ Due Date
- DEFINITION: Calendar Year - January 1st through December 31st. Due Date - Summer (July 1st through June 30th), Winter (December 1st through November 30th).**
- Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, and sewer and water bills shall be adjusted as of the date of closing. Heating fuel (Propane, Fuel Oil, etc.) shall be adjusted at date of possession. The price paid shall be at the price rate last paid by the seller.
10. **PROPERTY INSPECTION:** Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings or representations except as otherwise provided in this Agreement.
- ☐ This Agreement is contingent upon an inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than _____ business days after the "Effective Date" of this Agreement. The term "Effective Date" shall mean the date and time at which both Purchaser and Seller have signed this Agreement and agreed upon its terms. In the event that the Buyer neither removes this contingency nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived this contingency and proceed to close this transaction. If the inspection discloses any structural or functional defect in the property which results in the buyers having substantial cause to be dissatisfied with the current physical condition of the property and its system, the buyers shall notify the sellers in writing within _____ business days of the completion of the inspection.
- If sellers are notified of defects, they shall have _____ business days to respond and can either (a) repair or provide for repair in a workmanlike manner, (b) agree to negotiate a reduction in the sale price of the property that is agreeable to both buyers and sellers or (c) declare their unwillingness to repair in which case this agreement may be null and void and buyers deposit shall be returned.
- ☒ Buyer acknowledges that the REALTOR®/Broker has strongly recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property.
11. **WALK-THROUGH:** Buyer has the right to walk through the property within forty-eight (48) hours prior to closing to confirm that the property and any personal property or equipment being purchased are in the same condition as when this Agreement was signed, ordinary wear and tear excepted.
12. **POSSESSION:** Seller shall deliver and Purchaser shall accept possession of the Property, subject to the rights of any tenants, at closing or 0 days after closing. From the date of closing to the date of vacating the Property as agreed, Seller shall pay the sum of \$ _____ per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. An occupancy escrow shall be retained by N.A. in the amount of _____. Charges for unused days will be reimbursed to Seller upon vacating.
13. **SITE INVESTIGATION:** All matters related to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc., are to be secured and paid for by Buyer unless otherwise specified in additional conditions as set forth in Paragraph 22 of this agreement, or see addendum attached hereto.
14. **HOME WARRANTY:** Purchaser and Seller have been informed that Home Warranty Plans are available. Such plans may provide additional protection and benefit to a Purchaser. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Purchaser _____ does X does not wish to purchase a Home Warranty Plan. Paid for by the _____ Buyer and/or _____ Seller.
15. **SELLERS DISCLOSURE:** ☐ Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.
- ☐ Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993 Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.
16. **LEAD-BASED PAINT DISCLOSURE:** (For residential housing built prior to 1978.) Buyer acknowledges that prior to signing the Purchase Agreement, Buyer has received and reviewed a copy of the *Lead-Based Paint Seller's Disclosure* form completed by Seller, the terms of which are incorporated herein by reference. See Lead-Based Paint Addendum.
17. **LAND DIVISION ACT:** {For unplatted land only.} Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery: (a) The grantor grants to the grantee the right to make All (insert "zero", "all" or a specific number, as appropriate) division(s) under section 108 of the land division act. Act No. 288 of the Public Acts of 1967. (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act. CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

18. **TITLE INSURANCE:** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Upon receipt of the commitment, Buyer/Buyer's Representative shall have 10 days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.
19. **SURVEY** ☒ No boundary (stake) survey requested; or ☐ Contingent upon a boundary (stake) survey approved by the Buyer. Paid for by the ☐ Buyer and/or ☐ Seller. Both Buyer and Seller acknowledges the REALTOR®/Brokers do not warrant location of the improvements and easements on the property and the boundaries of the property or assume any responsibility for the representations made by the Seller of the location of the improvements and easements on the property and the boundaries of the property.
20. **SALE TO BE CLOSED** on or before August 31 2023
month day year
21. **AGENCY CONFIRMATION:** Purchaser and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/Salesperson is acting as (check one) ☒ Agent/Subagent of the Seller ☐ Buyer's Agent ☐ Dual Agent ☐ Designated Agent in an In-House Transaction ☐ Other _____
22. **ADDITIONAL CONDITIONS:** Addendum - ☐ Yes ☐ No _____

23. **RELEASE:** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this Agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Buy and Sell Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker from any and all claims related to those matters.
24. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.
25. **HEIRS AND SUCCESSORS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this agreement without Seller's prior written permission.
26. **ELECTRONIC COMMUNICATIONS:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic mail address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
27. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
28. **ATTORNEY'S FEES:** In any actions or proceedings arising out of this agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party.
29. **ACKNOWLEDGEMENT:** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents. This is a legal document. It is recommended to the parties that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

30. EXPIRATION OF OFFER: This offer will expire on (DATE) 08/03/2023 (Time) 2:00 ☐ AM ☒ PM or upon Seller's receipt of revocation from Buyer, whichever is earlier. Buyer agrees that this offer, when signed, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 500.00 CK-3046 evidencing Buyer's good faith, said deposit to be held by said REALTOR®/Broker, and to apply as part of the purchase price. If this offer is not accepted or title is not marketable or insurable, or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be fortified as liquidated damages at Seller's election or alternatively Seller may retain such deposits as part payment of the purchase price and pursue his/her legal or equitable remedies hereunder against Buyer. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.

31. BUYER(S) SIGNATURE(S)

Signature:  Date: 7-28-23
Print Name: _____
(First) (Middle) Mark Sable (Last)

Signature: _____ Date: _____
Print Name: _____
(First) (Middle) (Last)

Print Salesperson's Name: Walter Ellis Salesperson License#: 6506000495
Broker's Name: Berkshire Hathaway HomeServices I.R Brokerage License# _____
Brokerage Address: 3412 S. Straits Hwy. Box 70, Indian River, MI 49749

32. DEPOSIT RECEIPT: The selling broker has received from buyer the deposit in the form of _____
Salesperson's Signature _____

33. SELLER'S ACCEPTANCE: Seller accepts this as written or with the following changes: Addendum - ☐ Yes ☐ No

IF THIS OFFER IS COUNTERED, THEN THE BUYER(S) SHALL HAVE UNTIL _____, _____ at _____
☐ AM ☐ PM TO ACCEPT, REJECT, OR COUNTER.

34. SELLER(S) SIGNATURE(S)

Signature: _____ Date: _____
Print Name: _____
Name

Signature: _____ Date: _____
Print Name: _____
Name

Print Salesperson's Name: _____ Salesperson License#: _____
Broker's Name: _____ Brokerage License# _____
Brokerage Address: _____

35. BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES: Buyer has received Seller's acceptance of this contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature: _____ Date: _____
Signature: _____ Date: _____

DISCLAIMER: This form is provided as a service of the Water Wonderland Board of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Water Wonderland Board of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Craig Waldron

SUMMARY: Mr. Waldron has asked to speak to the board about the sale of property.

FINANCIAL IMPACT: N/A

MOTION: TBD

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS:

Dec 6 2022 Minutes

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.

January 3, 2023 Minutes

ITEM 8h: FAIR MARKET VALUE (TOWNSHIP PROPERTY) Follow up on determination of fair market value of property for which the township has received offers to purchase.

MOTION: Move to contact the property owners, work with an appraiser and realtor and determine the appropriate price to sell the township owned land in this area adjacent to the trail. Moved by Balazovic, seconded by Vance.

ROLL CALL VOTE In Favor – Kramer, Vance, Reidsma, Balazovic, Opposed - Ridley

MOTION CARRIED, DISCUSSION:

Limited access and value to property. Consideration of selling this section to all of the adjacent property owners. Consider selling at price per square foot, using the current offers to set price. Discussion with other property owners in this area.

Feb 7, 2023 Minutes

ITEM 6c: SALE OF TOWNSHIP PROPERTY

MOTION: Move to engage the services of Brian Fulford to establish property descriptions at a price not to exceed \$2,250; to accept purchase agreement from Drost Chocolate LLC for the sale of the property; counter the offer from Miramonte Property Management LLC at a purchase price of \$17,146.00; authorize Supervisor Ridley to enter into a purchase agreement with GLOW for 2,750 sq ft of land for \$3,988 (\$1.45 per sq ft). With the following contingencies:

The sale of all three parcels to close simultaneously not later than March 31, 2023

Correcting the legal descriptions based on Mr. Fulford’s findings.

The proceeds from the sale shall be earmarked for future use of establishing a parking area on the southern most adjoining parcel which is to be retained by the township.

Moved by Balazovic, seconded by Kramer, MOTION CARRIED by unanimous voice vote

Discussion:

Research found that there are no good comparable sales available at this time. All three parcel sales prices are per square foot and matched to best offer we have in hand. Bear Barbell – adjoining land is so small that it has no sales value. Closing all three parcel sales simultaneously saves the township closing costs.

Apr 4, 2023

ITEM 9d: SALE OF TOWNSHIP PROPERTY

Report by Balazovic on progress for the sale of property north of Martha Street and west of the trail.

MOTION: Move to extend the close by date to May 31, 2023 and to authorize Supervisor Ridley to sign the Purchase Agreements at close and ear-mark proceeds from the sale for a future parking lot.

Moved by Balazovic, seconded by Vance. MOTION CARRIED by unanimous consent by voice vote



WATER WONDERLAND BOARD OF REALTORS® VACANT LAND PURCHASE AGREEMENT



OFFICE OF: Berkshire Hathaway of Indian River Date: July 27, 2023 at _____ (☐ a.m. ☐ p.m.)

1. **PURCHASER:** The undersigned Purchaser(s) Drost Chocolates L.L.C. (Purchaser's Name)
agrees to purchase through Berkshire Hathaway of Indian River (Listing Broker)

2. **PROPERTY:** Real Property situated in the _____ Township _____ of _____ Tuscarora
County of Cheboygan and State of Michigan. Tax Number(s): _____

MLS # _____ Legal Description: Parcel "C" of attached survey.

The Property is also identified by address as: Parcel "C"

The property is purchased subject to zoning ordinances and to restrictions and easements of record.

3. **PRICE:** The purchase price shall be \$ 12,000.00 (Twelve Thousand dollars)

4. **METHOD OF PAYMENT:** All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

- ☒ A. CASH: Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ B. NEW MORTGAGE: This contract is contingent on Buyer's ability to obtain a(n) _____ mortgage loan. Buyer will apply for the loan within _____ days after the "Effective Date" of this contract. Buyer shall deliver to seller evidence of a loan commitment and/or approval acceptable to buyer on or before _____. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ C. LAND CONTRACT: Buyer will pay \$ _____ down payment upon Buyer and Seller signing a _____ land contract. Buyer will pay monthly installments (principal and interest) of \$ _____ or more, including annual interest of 0.000 percent. Buyer will pay the entire balance, which may require a lump-sum payment within _____ years after closing.

5. **CLOSING COSTS:** Unless otherwise provided in this contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this contract, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage. Both buyer and seller shall pay Closing Agent (Title Company) closing fees that are charged to them.

6. **ASSESSMENTS:** Seller will pay all prior years' special assessments. (Buyer will pay assessments which are due on or after the date of closing. "Due" means the date which assessments become payable). Current year's assessments to be prorated in arrears on a calendar year.

7. **OIL, GAS, and MINERAL RIGHTS:** if any owned, are included ☐ YES ☒ NO

8. **FIXTURES & IMPROVEMENTS:** Sale to include all buildings, improvements, carpeting, window shades, drapery or curtain hardware, Venetian shades, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Other inclusions: _____

9. **PRORATIONS:** Seller will pay all prior years' taxes. Buyer will pay taxes which are due on or after the date of closing. "Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Purchaser with the balance of the year.

If applicable, City taxes and village taxes shall be prorated on a due date basis as if paid in ☐ advance or ☐ in arrears so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30. ("Due" means the date which taxes becomes payable)

☒ **NO PRORATION** Seller will pay the taxes and assessments which are due before the date of closing. Buyer will pay taxes and assessments which are due on or after the date of closing. "Due" means the date on which a tax or assessment becomes payable.

Rents, insurance, propane, heating fuel, fuel oil, homeowner's association fees, condominium owner's association fees, road maintenance fees, sewer and water bills shall be adjusted as of the date of closing.

10. **POSSESSION:** Seller shall deliver and Purchaser shall accept possession of the Property, subject to the rights of any tenants, at closing or 0 days after closing. From the date of closing to the date of vacating the Property as agreed, Seller shall pay the sum of \$ _____ per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. An occupancy escrow shall be retained by _____ in the amount of _____.

11. **PROPERTY INSPECTION:** Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings or representations except as otherwise provided in this Agreement.

☐ This Agreement is contingent upon an inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than _____ business days after the "Effective Date" of this Agreement. The term "Effective Date" shall mean the date and time at which both Purchaser and Seller have signed this Agreement and agreed upon its terms. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived the contingencies and proceed to close this transaction. If the inspector discloses any structural or functional defect in the property which results in the buyers having substantial cause to be dissatisfied with the current physical condition of the property and its system, the buyers shall notify the sellers in writing within _____ business days of the completion of the inspection.

If sellers are notified of defects, they shall have _____ business days to respond and can either (a) repair or provide for repair in a workman like manner, (b) agree to negotiate a reduction in the sale price of the property that is agreeable to both buyers and sellers or (c) declare their unwillingness to repair in which case this agreement may be null and void and buyers deposit shall be returned.

☒ Buyer acknowledges that the REALTOR®/Broker has strongly recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property.

12. **SITE INVESTIGATION:** All matters related to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc., are to be secured and paid for by Buyer unless otherwise specified in additional conditions as set forth in Paragraph 22 of this agreement, or see addendum attached hereto.

13. **LAND DIVISION ACT:** {For unplatted land only.} Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery: (a) The grantor grants to the grantee the right to make zero (insert "zero", "all" or a specific number, as appropriate) division(s) under section 108 of the land division act. Act No. 288 of the Public Acts of 1967. (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act. CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

14. **FOR VALUABLE CONSIDERATION:** Buyer gives Seller until August 11, 2023 to accept this offer and agrees that this offer, when signed, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 500 accept evidencing Buyer's good faith, said deposit to be held by said REALTOR®/Broker, and to apply as part of the purchase price. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or if sale is on contract, subject to sale of such contract, or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively Seller may retain such deposits as part payment of the purchase price and pursue his/her legal or equitable remedies hereunder against Buyer. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.

15. **TITLE INSURANCE:** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Upon receipt of the commitment, Buyer/Buyer's Representative shall have 10 days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.
16. **SURVEY** ☐ No boundary (stake) survey requested; or ☒ Contingent upon a boundary (stake) survey approved by the Buyer. Paid for by the ☐ Buyer and/or ☒ Seller. Both Buyer and Seller acknowledges the REALTOR®/Brokers do not warrant location of the improvements and easements on the property and the boundaries of the property or assume any responsibility for the representations made by the Seller of the location of the improvements and easements on the property and the boundaries of the property.
17. **SALE TO BE CLOSED** on or before August 31 2023
month day year
18. **AGENCY CONFIRMATION:** Purchaser and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/Salesperson is acting as (check one) ☐ Agent/Subagent of the Seller ☒ Buyer's Agent ☐ Dual Agent ☐ Designated Agent in an In-House Transaction ☐ Other _____
19. **ADDITIONAL CONDITIONS:** Addendum - ☐ Yes ☐ No This sale is contingent on the Township providing a 30' wide easement for egress and ingress and utilities starting at Martha Street running along the West side of the State of Michigan Trail system up to the North property line of what is currently known as the Glow property.
20. **RELEASE:** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this Agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Buy and Sell Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker from any and all claims related to those matters.
21. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.
22. **HEIRS AND SUCCESSORS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this agreement without Seller's prior written permission.
23. **ELECTRONIC COMMUNICATIONS:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic mail address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
24. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
25. **ATTORNEY'S FEES:** In any actions or proceedings arising out of this agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party.
26. **ACKNOWLEDGEMENT:** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents. This is a legal document. It is recommended to the parties that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

27. BUYER(S) SIGNATURE(S)

Signature: [Signature] Date: 7/27/28
Print Name: Drost Chocolates L.L.C.

Signature: _____ Date: _____
Print Name: _____

Buyer's Address: _____
Print Salesperson's Name: David Carpenter Salesperson License#: _____
Broker's Name: _____ Brokerage License# _____
Brokerage Address: P.O. Box 430, Indian River, MI 49749

28. DEPOSIT RECEIPT: The selling broker has received from buyer the deposit in the form of _____
Salesperson's Signature _____

29. SELLER'S ACCEPTANCE: Seller accepts this as written or with the following changes: Addendum - ☐ Yes ☐ No

30. SELLER(S) SIGNATURE(S)

Signature: _____ Date: _____
Print Name: _____

Signature: _____ Date: _____
Print Name: _____

Seller's Address: _____
Print Salesperson's Name: _____ Salesperson License#: _____
Broker's Name: _____ Brokerage License# _____
Brokerage Address: _____

31. BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES: Buyer has received Seller's acceptance of this contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature: _____ Date: _____
Signature: _____ Date: _____

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PARCEL C (Tuscarora Township to Drost's Chocolates)

Situated in the Southeast $\frac{1}{4}$ of Section 24, T35N, R3W, Tuscarora Township, Cheboygan County, Michigan, described as:

Commencing at the East $\frac{1}{4}$ corner of Section 24, T35N, R3W; thence S89°15'04"W 711.78 feet (recorded as S89°15'00"W 711.91 feet) along the previously monumented East & West $\frac{1}{4}$ line to the intersection of said East & West $\frac{1}{4}$ line and a line offset 20.00 feet West and perpendicular to the centerline of the former railroad main line; thence continuing S89°15'04"W 13.11 feet; thence S9°32'45"W 15.36 feet; thence S9°13'20"W 82.59 feet; thence Southwesterly 72.49 feet along a curve to the right said curve being offset 10 feet Westerly from the centerline of a spur of the former railroad right of way, said curve having a radius of 516.61 feet and a chord of which bears S22°32'34" W 72.43 feet to a bar & cap#41099; thence Southerly 352.32 feet along a curve to the left said curve being offset 50 feet Westerly from the centerline of the former railroad main line, said curve having a radius of 2438.38 feet and a chord which bears S4°09'54" W 352.01 feet to a bar & cap#41099 and the POINT of BEGINNING; thence continuing Southerly 138.62 feet along a curve to the left said curve being offset 50 feet Westerly from the centerline of the former railroad main line, said curve having a radius of 2438.38 feet and a chord which bears S1°36'11" E 138.60 feet to a bar & cap#41099; thence N73°10'04"W 53.16 feet to an iron bar on the Easterly line of FE Martins 2nd Addition to the Village of Indian River; thence 138.26 feet along a curve to the right to an iron bar on said East line, said curve having a radius of 2488.38 feet and a chord which bears N1°13'12" W 138.25 feet; thence S73°13'22"E 52.17 feet to the POINT of BEGINNING. Contains 6,922 square feet of land, more or less. Subject to and including easements, restrictions, and reservations of record, if any.



WATER WONDERLAND BOARD OF REALTORS® VACANT LAND PURCHASE AGREEMENT



OFFICE OF: Berkshire Hathaway of Indian River Date: July 27, 2023 at _____ (☐ a.m. ☐ p.m.)

1. **PURCHASER:** The undersigned Purchaser(s) United Methodist Church of Indian River (Purchaser's Name)
agrees to purchase through _____ (Listing Broker)

2. **PROPERTY:** Real Property situated in the _____ Township of _____ Tuscarora
County of Cheboygan and State of Michigan. Tax Number(s): _____

MLS # _____ Legal Description: Parcel "A" of attached survey.

The Property is also identified by address as: Parcel "A"

The property is purchased subject to zoning ordinances and to restrictions and easements of record.

3. **PRICE:** The purchase price shall be \$ 3,988.00 (Three Thousand, Nine Hundred Eighty-Eight dollars)

4. **METHOD OF PAYMENT:** All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

- ☒ A. CASH: Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ B. NEW MORTGAGE: This contract is contingent on Buyer's ability to obtain a(n) _____ mortgage loan. Buyer will apply for the loan within _____ days after the "Effective Date" of this contract. Buyer shall deliver to seller evidence of a loan commitment and/or approval acceptable to buyer on or before _____. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ C. LAND CONTRACT: Buyer will pay \$ _____ down payment upon Buyer and Seller signing a _____ land contract. Buyer will pay monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ percent. Buyer will pay the entire balance, which may require a lump-sum payment within _____ years after closing.

5. **CLOSING COSTS:** Unless otherwise provided in this contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this contract, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage. Both buyer and seller shall pay Closing Agent (Title Company) closing fees that are charged to them.

6. **ASSESSMENTS:** Seller will pay all prior years' special assessments. (Buyer will pay assessments which are due on or after the date of closing. "Due" means the date which assessments become payable). Current year's assessments to be prorated in arrears on a calendar year.

7. **OIL, GAS, and MINERAL RIGHTS:** if any owned, are included ☐ YES ☒ NO

8. **FIXTURES & IMPROVEMENTS:** Sale to include all buildings, improvements, carpeting, window shades, drapery or curtain hardware, Venetian shades, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Other inclusions: _____

9. **PRORATIONS:** Seller will pay all prior years' taxes. Buyer will pay taxes which are due on or after the date of closing. "Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Purchaser with the balance of the year.

If applicable, City taxes and village taxes shall be prorated on a due date basis as if paid in ☐ advance or ☐ in arrears so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30. ("Due" means the date which taxes becomes payable)

☒ **NO PRORATION** Seller will pay the taxes and assessments which are due before the date of closing. Buyer will pay taxes and assessments which are due on or after the date of closing. "Due" means the date on which a tax or assessment becomes payable.

Rents, insurance, propane, heating fuel, fuel oil, homeowner's association fees, condominium owner's association fees, road maintenance fees, sewer and water bills shall be adjusted as of the date of closing.

10. **POSSESSION:** Seller shall deliver and Purchaser shall accept possession of the Property, subject to the rights of any tenants, at closing or 0 days after closing. From the date of closing to the date of vacating the Property as agreed, Seller shall pay the sum of \$ _____ per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. An occupancy escrow shall be retained by _____ in the amount of _____.

11. **PROPERTY INSPECTION:** Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings or representations except as otherwise provided in this Agreement.

☐ This Agreement is contingent upon an inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than _____ business days after the "Effective Date" of this Agreement. The term "Effective Date" shall mean the date and time at which both Purchaser and Seller have signed this Agreement and agreed upon its terms. In the event the Buyer neither removes the contingencies nor proceeds to close this transaction. If the inspector discloses any structural or functional defect in the property which results in the buyers having substantial cause to be dissatisfied with the current physical condition of the property and its system, the buyers shall notify the sellers in writing within _____ business days of the completion of the inspection.

If sellers are notified of defects, they shall have _____ business days to respond and can either (a) repair or provide for repair in a workman like manner, (b) agree to negotiate a reduction in the sale price of the property that is agreeable to both buyers and sellers or (c) declare their unwillingness to repair in which case this agreement may be null and void and buyers deposit shall be returned.

☒ Buyer acknowledges that the REALTOR®/Broker has strongly recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property.

12. **SITE INVESTIGATION:** All matters related to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc., are to be secured and paid for by Buyer unless otherwise specified in additional conditions as set forth in Paragraph 22 of this agreement, or see addendum attached hereto.

13. **LAND DIVISION ACT:** {For unplatted land only.} Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery: (a) The grantor grants to the grantee the right to make _____ (insert "zero", "all" or a specific number, as appropriate) division(s) under section 108 of the land division act. Act No. 288 of the Public Acts of 1967. (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

14. **FOR VALUABLE CONSIDERATION:** Buyer gives Seller until 08/11/2023 to accept this offer and agrees that this offer, when signed, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 500 accept evidencing Buyer's good faith, said deposit to be held by said REALTOR®/Broker, and to apply as part of the purchase price. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or if sale is on contract, subject to sale of such contract, or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively Seller may retain such deposits as part payment of the purchase price and pursue his/her legal or equitable remedies hereunder against Buyer. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.

15. **TITLE INSURANCE:** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Upon receipt of the commitment, Buyer/Buyer's Representative shall have 10 days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.
16. **SURVEY** ☐ No boundary (stake) survey requested; or ☒ Contingent upon a boundary (stake) survey approved by the Buyer. Paid for by the ☐ Buyer and/or ☒ Seller. Both Buyer and Seller acknowledges the REALTOR®/Brokers do not warrant location of the improvements and easements on the property and the boundaries of the property or assume any responsibility for the representations made by the Seller of the location of the improvements and easements on the property and the boundaries of the property.
17. **SALE TO BE CLOSED** on or before August 31 2023
month day year
18. **AGENCY CONFIRMATION:** Purchaser and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/Salesperson is acting as (check one) ☐ Agent/Subagent of the Seller ☒ Buyer's Agent ☐ Dual Agent ☐ Designated Agent in an In-House Transaction ☐ Other _____
19. **ADDITIONAL CONDITIONS:** Addendum - ☐ Yes ☐ No This sale is contingent on the township providing a 30' wide easement for egress and ingress and utilities starting at Martha Street and running along the West side of the State of Michigan Trail system up to the North property line of what is currently known as the Glow property.
20. **RELEASE:** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this Agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Buy and Sell Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker from any and all claims related to those matters.
21. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.
22. **HEIRS AND SUCCESSORS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this agreement without Seller's prior written permission.
23. **ELECTRONIC COMMUNICATIONS:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic mail address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
24. **COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
25. **ATTORNEY'S FEES:** In any actions or proceedings arising out of this agreement, the prevailing party, including any REALTOR® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party.
26. **ACKNOWLEDGEMENT:** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents. This is a legal document. It is recommended to the parties that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

27. BUYER(S) SIGNATURE(S)

Signature: _____ Date: 7/27/23

Print Name: _____ United Methodist Church of Indian River

Signature: _____ Date: _____

Print Name: _____

Buyer's Address: _____

Print Salesperson's Name: David Carpenter Salesperson License#: _____

Broker's Name: _____ Brokerage License# _____

Brokerage Address: P.O. Box 70, Indian River, MI 49749

28. DEPOSIT RECEIPT: The selling broker has received from buyer the deposit in the form of _____

Salesperson's Signature _____

29. SELLER'S ACCEPTANCE: Seller accepts this as written or with the following changes: Addendum - ☐ Yes ☐ No

30. SELLER(S) SIGNATURE(S)

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Seller's Address: _____

Print Salesperson's Name: _____ Salesperson License#: _____

Broker's Name: _____ Brokerage License# _____

Brokerage Address: _____

31. BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES: Buyer has received Seller's acceptance of this contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature: _____ Date: _____

Signature: _____ Date: _____

DISCLAIMER: This form is provided as a service of the Water Wonderland Board of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Water Wonderland Board of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

PARCEL A (Tuscarora Township to United Methodist Church – The Glow)

Situated in the Southeast $\frac{1}{4}$ of Section 24, T35N, R3W, Tuscarora Township, Cheboygan County, Michigan, described as:

Commencing at the East $\frac{1}{4}$ corner of Section 24, T35N, R3W; thence S89°15'04"W 711.78 feet (recorded as S89°15'00"W 711.91 feet) along the previously monumented East & West $\frac{1}{4}$ line to the intersection of said East & West $\frac{1}{4}$ line and a line offset 20.00 feet West and perpendicular to the centerline of the former railroad main line; thence continuing S89°15'04"W 13.11 feet; thence S9°32'45"W 15.36 feet; thence S9°13'20"W 82.59 feet; thence Southwesterly 72.49 feet along a curve to the right said curve being offset 10 feet Westerly from the centerline of a spur of the former railroad right of way, said curve having a radius of 516.61 feet and a chord of which bears S22°32'34" W 72.43 feet to a bar & cap#41099 and the POINT of BEGINNING; thence Southerly 112.48 feet along a curve to the left said curve being offset 50 feet Westerly from the centerline of the former railroad main line, said curve having a radius of 2438.38 feet and a chord which bears S6°58'58" W 112.47 feet to a bar & cap#41099; thence N72°46'31"W 51.01 feet to a bar & cap#41099 on a curve being offset 10 feet Westerly from the centerline of a spur of the former railroad right of way; thence Northerly 0.25 feet along said 10 foot offset line on a curve to the right, said curve having a radius of 2438.38 feet and a chord which bears N5°53'58" E 0.25 feet to a bar & cap#41099; thence Northeasterly 114.95 feet along a curve to the left said curve being offset 10 feet Westerly from the centerline of a spur of the former railroad right of way, said curve having a radius of 516.61 feet and a chord of which bears N32°56'13"E 114.72 feet to the POINT of BEGINNING. Contains 2,537 square feet of land, more or less. Subject to and including easements, restrictions, and reservations of record, if any.



WATER WONDERLAND BOARD OF REALTORS® PURCHASE AGREEMENT



OFFICE OF: Berkshire Hathaway-MI-IR Date: 07/26/2023 at (☐ a.m. ☐ p.m.)

1. **PURCHASER:** The undersigned Purchaser(s) MIRAMONTE PROPERTY MANAGEMENT, LLC (Purchaser's Name)
agrees to purchase through (Listing Broker)

2. **PROPERTY:** Real Property situated in the Township of Tuscarora
County of Cheboygan County and State of Michigan. Tax Number(s): 161-M55-033-002-00

MLS # Legal Description: Parcel "B" of attached survey

The Property is also identified by address as: Indian River, MI 49749

The property is purchased subject to zoning ordinances and to restrictions and easements of record.

3. **PRICE:** The purchase price shall be \$ 17,146.00 (dollars)

4. **METHOD OF PAYMENT:** All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

- ☒ A. CASH: Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ B. NEW MORTGAGE: This contract is contingent on Buyer's ability to obtain a(n) mortgage loan. Buyer will apply for the loan within days after the "Effective Date" of this contract. Buyer shall deliver to seller evidence of a loan commitment and/or approval acceptable to buyer on or before . The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ C. LAND CONTRACT: Buyer will pay \$ down payment upon Buyer and Seller signing a land contract. Buyer will pay monthly installments (principal and interest) of \$ or more, including annual interest of percent. Buyer will pay the entire balance, which may require a lump-sum payment within years after closing.

5. **CLOSING COSTS:** Unless otherwise provided in this contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this contract, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage. Both buyer and seller shall pay Closing Agent (Title Company) closing fees that are charged to them.

6. **ASSESSMENTS:** Seller will pay all prior years' special assessments. (Buyer will pay assessments which are due on or after the date of closing. "Due" means the date which assessments become payable). Current year's assessments to be prorated in arrears on a calendar year.

7. **OIL, GAS, and MINERAL RIGHTS:** if any owned, are included ☐ YES ☐ NO

8. **FIXTURES & IMPROVEMENTS:** Sale to include all buildings, improvements, carpeting, window shades, drapery or curtain hardware, Venetian shades, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator ☐ yes ☐ no, Oven/Range ☐ yes ☐ no, Draperies ☐ yes ☐ no, Curtains ☐ yes ☐ no, Water Softener ☐ yes ☐ no, Dishwasher ☐ yes ☐ no, Microwave ☐ yes ☐ no, Washer ☐ yes ☐ no, Dryer ☐ yes ☐ no, Other inclusions:

MRB

9. **PRORATIONS:** Seller will pay all prior years' taxes. Buyer will pay taxes which are due on or after the date of closing. "Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Purchaser with the balance of the year.

If applicable, City taxes and village taxes shall be prorated on a due date basis as if paid in ☐ advance or ☐ in arrears so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30. ("Due" means the date which taxes becomes payable)

☒ **NO PRORATION** Seller will pay the taxes and assessments which are due before the date of closing. Buyer will pay taxes and assessments which are due on or after the date of closing. "Due" means the date on which a tax or assessment becomes payable.

Rents, insurance, propane, heating fuel, fuel oil, homeowner's association fees, condominium owner's association fees, road maintenance fees, sewer and water bills shall be adjusted as of the date of closing.

10. **POSSESSION:** Seller shall deliver and Purchaser shall accept possession of the Property, subject to the rights of any tenants, at closing or 0 _____ days after closing. From the date of closing to the date of vacating the Property as agreed, Seller shall pay the sum of \$ _____ per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. An occupancy escrow shall be retained by _____ in the amount of _____.

11. **PROPERTY INSPECTION:** Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings or representations except as otherwise provided in this Agreement.

☐ This Agreement is contingent upon an inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than _____ business days after the "Effective Date" of this Agreement. The term "Effective Date" shall mean the date and time at which both Purchaser and Seller have signed this Agreement and agreed upon its terms. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived the contingencies and proceed to close this transaction. If the inspector discloses any structural or functional defect in the property which results in the buyers having substantial cause to be dissatisfied with the current physical condition of the property and its system, the buyers shall notify the sellers in writing within _____ business days of the completion of the inspection.

If sellers are notified of defects, they shall have _____ business days to respond and can either (a) repair or provide for repair in a workman like manner, (b) agree to negotiate a reduction in the sale price of the property that is agreeable to both buyers and sellers or (c) declare their unwillingness to repair in which case this agreement may be null and void and buyers deposit shall be returned.

☒ Buyer acknowledges that the REALTOR®/Broker has strongly recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property.

12. **SITE INVESTIGATION:** All matters related to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc., are to be secured and paid for by Buyer unless otherwise specified in additional conditions as set forth in Paragraph 22 of this agreement, or see addendum attached hereto.

13. **HOME WARRANTY:** Purchaser and Seller have been informed that Home Warranty Plans are available. Such plans may provide additional protection and benefit to a Purchaser. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Purchaser ☐ does ☐ does not wish to purchase a Home Warranty Plan. Paid for by the ☐ Buyer and/or ☐ Seller.

14. **SELLERS DISCLOSURE:** ☐ Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.

☐ Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993 Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.

15. **LEAD-BASED PAINT DISCLOSURE:** (For residential housing built prior to 1978.) Buyer acknowledges that prior to signing the Purchase Agreement, Buyer has received and reviewed a copy of the *Lead-Based Paint Seller's Disclosure form*, the terms of which are incorporated herein by reference.

16. **LAND DIVISION ACT:** (For unplatted land only.) Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery: (a) The grantor grants to the grantee the right to make _____ (insert "zero", "all" or a specific number, as appropriate) division(s) under section 108 of the land division act. Act No. 288 of the Public Acts of 1967. (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

29. ACKNOWLEDGEMENT: Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents. This is a legal document. It is recommended to the parties that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

30. BUYER(S) SIGNATURE(S)

Signature: [Signature] Date: _____

Print Name: MIRAMONTE PROPERTY MANAGEMENT, LLC

Signature: _____ Date: _____

Print Name: _____

Buyer's Address: _____

Print Salesperson's Name: _____ Salesperson License#: _____

Broker's Name: Michael Vizina Brokerage License# _____

Brokerage Address: _____

31. DEPOSIT RECEIPT: The selling broker has received from buyer the deposit in the form of _____

Salesperson's Signature: _____

32. SELLER'S ACCEPTANCE: Seller accepts this as written or with the following changes: Addendum - ☐ Yes ☐ No

33. SELLER(S) SIGNATURE(S)

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Seller's Address: _____

Print Salesperson's Name: _____ Salesperson License#: _____

Broker's Name: _____ Brokerage License# _____

Brokerage Address: _____

34. BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES: Buyer has received Seller's acceptance of this contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature: _____ Date: _____

Signature: _____ Date: _____

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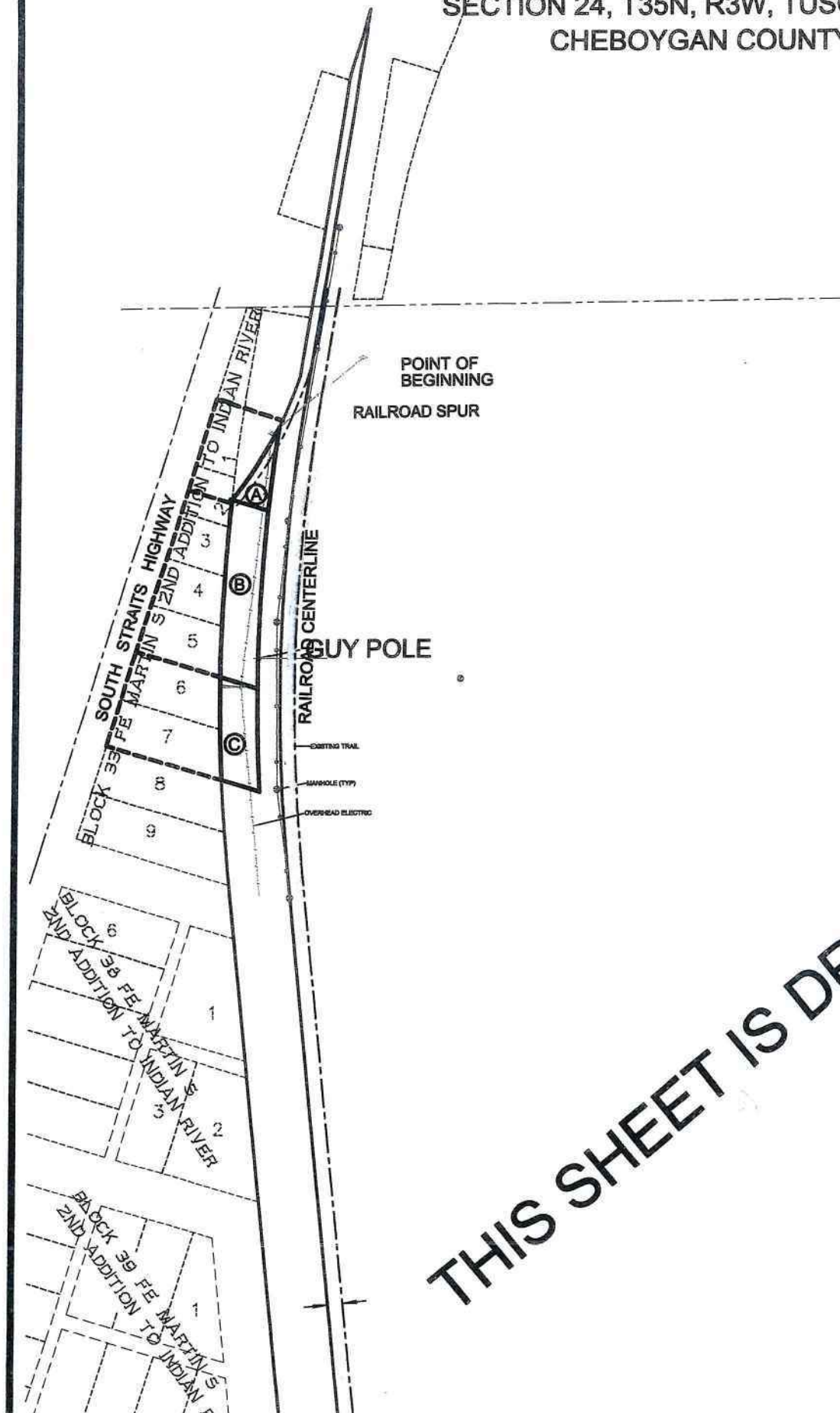
PARCEL B (Tuscarora Township to Miramonte Property Management)

Situated in the Southeast $\frac{1}{4}$ of Section 24, T35N, R3W, Tuscarora Township, Cheboygan County, Michigan, described as:

Commencing at the East $\frac{1}{4}$ corner of Section 24, T35N, R3W; thence S89°15'04"W 711.78 feet (recorded as S89°15'00"W 711.91 feet) along the previously monumented East & West $\frac{1}{4}$ line to the intersection of said East & West $\frac{1}{4}$ line and a line offset 20.00 feet West and perpendicular to the centerline of the former railroad main line; thence continuing S89°15'04"W 13.11 feet; thence S9°32'45"W 15.36 feet; thence S9°13'20"W 82.59 feet; thence Southwesterly 72.49 feet along a curve to the right said curve being offset 10 feet Westerly from the centerline of a spur of the former railroad right of way, said curve having a radius of 516.61 feet and a chord of which bears S22°32'34" W 72.43 feet to a bar & cap#41099; thence Southerly 112.48 feet along a curve to the left said curve being offset 50 feet Westerly from the centerline of the former railroad main line, said curve having a radius of 2438.38 feet and a chord which bears S6°58'58" W 112.47 feet to a bar & cap#41099 and the POINT of BEGINNING; thence Southerly 239.84 feet along a curve to the left said curve being offset 50 feet Westerly from the centerline of the former railroad main line, said curve having a radius of 2438.38 feet and a chord which bears S2°50'36" W 239.74 feet to a bar & cap#41099; thence N73°13'22"W 52.17 feet to the Easterly line of FE Martins 2nd Addition to the Village of Indian River; thence Northerly 239.95 feet along said East line on a curve to the right, said curve having a radius of 2488.38 feet and a chord of which bears N3°08'03" E 239.85 feet to a bar & cap#41099; thence S72°46'31"E 51.01 feet to the POINT of BEGINNING. Contains 11,995 square feet of land, more or less. Subject to and including easements, restrictions, and reservations of record, if any.

CERTIFICATE of SURVEY

PART of the SOUTHEAST 1/4 of
SECTION 24, T35N, R3W, TUSCARORA TOWNSHIP
CHEBOYGAN COUNTY, MICHIGAN



THIS SHEET IS DRAFT



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: River Street Steps

SUMMARY:

Original estimate to repair steps to river was \$22K. ARPA was designated.

\$6.4K already spent on Engineering

Bids were advertised. There were 5 inquiries and two bids. Both bidders are township based.

Bids are \$57,586 (Coffell); \$66,150 (Rhadigan)

FINANCIAL IMPACT: TBD

MOTION:

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS:

**Rhadigan
& Sons, Inc.**
Quality Builders - Since 1961

JOB Name: Tuscarora Walkway

DATE: 7.14.23

Drawings: Performance Engineer Drawings Dated 5/30/23

Description	Cost	
Demo, Grading, Crushed Stone and Retaining Wall	\$	27,300.00
Concrete Flatwork and Thickened Edge on Sidewalk by Stairs	\$	14,450.00
Metal Handrails (Painted)	\$	15,600.00
Wood Steps and Railing @ Bottom	\$	5,800.00
	\$	-

Construction Sub Total	\$	63,150.00
------------------------	----	-----------

Allowances

Permits	\$	500.00
---------	----	--------

Total	\$	500.00
-------	----	--------

General Conditions

Dumpsters	\$	1,000.00
Equipment Rental	\$	1,500.00
Pump Truck Rental for Lower Sidewalk	\$	800.00
Total GC	\$	2,500.00

Total Estimate	\$	66,150.00
----------------	----	-----------

Option 1: Galvanized Railing Instead of Painted - (ADD) **\$3,500**

(Note, will extend schedule and lead time)

Exclusions

Anythnig not shown on plans

Utility Relocation or Fees

Drain pipe relocation (Appears to be a old clay tile ?)

Wood Boardwalk @ Bottom of Steps

Owner to contract with Performance Engineers for Construction Staking.

Retaining wall based on standard precast stacking blocks from Cheboygan Cement.

PROPOSAL

Brian Coffell Builders
87 S. Straits Hwy,
Indian River, MI, 49749
(231) 238-2744
coffellb@gmail.com



Brian Coffell Builders will provide the Best Practice for the following:

- *Maintain a clean and safe job site*
- *Provide Professional workers, with liability insurance and workers compensation.*
- *Provide and maintain quality material for project application*
- *Professional Installation of quality material while using the best practices of installation*
- *Provide all Permits for local and county level*
- *Call for all inspections needed for continuation of project*
- *Organize and maintain logistics for Sub-Contractors as needed*
- *Provide applicable Sub-Contractors with material, space, and time needed*
- *Provide a contact list of all Sub-Contractors used*
- *Maintain an open and updated communication of project progress with HOMEOWNER and Brian Coffell Builders*



Tuscarora Twp: River St. Sidewalk & Stairs

Date: 7/13/2023
Proposal#: 235758607
For: Tuscarora Twp.
Location: River St. Sidewalk
& stairs

87 S. Straits Hwy
Indian River, MI, 49749
231-238-2744
coffellb@gmail.com

SUB/MATERIAL YARD	DISCRIPTION	AMOUNT
Parlake, LLC	Landscaping: Brick for retaining wall, Gravel, fabric and drain pipe, sand	\$24,875.00
Sam's Concrete & Masonry	Flatwork: Demo existing concrete pad, 350sqft sidewalk 4500psi w/steel reinforcement, 12' cheekwall, 4-6 concrete steps as needed	\$5,400.00
Bill's Custom Fab, Inc	Furnish two railings, Furnish two grabrails, Galvanize all railings, Install railings	\$11,047.00
Brian Coffell Builders	Materials for wood steps, Build and Install wood steps	\$16,264.40
TOTAL:		\$57,586.40

BRIAN COFFELL BUILDERS, propose to furnish material and labor to complete the above specifications, for the sum of:

\$ 57,586.40

Contractors Signature: _____ Date: _____

Print Name: _____

Acceptance of Proposal: The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Owner's Signature: _____ Date: _____

Print Name _____

Owner's Signature: _____ Date: _____

Print Name _____



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Sewer Issues

SUMMARY:

1. Criteria Sheet needs updates, missing duplexes, condos, bait stores, etc.
2. VA REU Application

DISCUSSION:

Sewer Ordinance Paragraph 5.2 (b) of Ordinance 28 states:

(b) The use of a meter on the premises to calculate flow for the purpose of billing for use may be at the option of the property owner if they have two (2) or more REU's but the Township reserves the right to require a meter for users if it is deemed necessary to properly bill that customer for operational cost.

NOTE: Pat and Gary's will re-hook up to the sewer system in a different location near the store when rebuilding

The VA Clinic REU rate must be set by the Board in accordance with the Sewer Criteria Sheet. The clinic owner must pay \$8K per REU up front before starting service. One REU came with the sale of the property. VA info:

Number of total projected staff: 22 total staff, will be less staff on site see below.

18 Staff projected full time on site every day.

Number of rooms hosting patients:

2 Group Rooms

1 Physical Therapy Room

1 Laboratory Room

2 Social Work Rooms

3 Telehealth Rooms

8 Primary Care Exam Rooms

1 Triage Room

1 Nurse Procedure Room

3 Consult Rooms

1 Shoe Fitter Exam Room

Total 23 Rooms that could possibly see a patient.

FINANCIAL IMPACT: None

MOTION: TBD

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS: Ordinance, Criteria Sheet, VA Application

Reference #	Classification	Formula	Units
2	Apartment	.5/unit	units
3	Auto Dealer	1+.2/1000'	sq. ft.
5	Plumbing	1+.1/1000'	sq. ft.
6	Auto Repair	1+.5/1000'	sq. ft.
7	Bank	.25/teller station	teller stations
8	Beauty Shop	1+.5/booth	booths
9	Barber Shop	1+.1/chair	chairs
10	Tanning	.25/1000'	sq. ft.
11	Car Wash (Self)	1.25/stall	stalls
12	Car Wash (Auto)	1.2/stall	stalls
13	Foster Care	.27/bed	beds
14	Nursing Care	1+.5/bedroom	bedrooms
15	Church	.25/1000'	sq. ft.
16	Dr. Office	1/Dr,PA,NP	Dr.s
17	Dentist	1.4/Dentist	Dentists
18	Drug Store	.4/1000'	sq. ft.
19	Fast Food	8	restaurant
20	Florist	1.1/1000'	sq. ft.
21	Fraternal Org.	1+.25/1000'	sq. ft.
22	Funeral Home	1	each
23	Garden Center	1+.5/employ.	employees
24	Gas Station	.5/hose	hoses
25	Gas w/mart	1+.5/1000'	sq. ft.
26	Gift Shop	.75/1000'	sq. ft.
27	Physical Therapy	.25/1000'	sq. ft.
28	Phys. Ther. w/pool	.25/1000'	sq. ft.
29	Hardware	1+.1/1000'	sq. ft.
30	Laundromat	.38/washer	washers
31	Meat/Fish Mart	2.5/1000'	sq. ft.
32	Motel/Hotel	.4/room	rooms
35	Office Space	1/6 employ	employees
36	Municipal Bldg.	.4/1000'	sq. ft.
37	Newspaper/Printer	.5/1000'	sq. ft.
38	Office Bldg.	.4/1000'	sq. ft.
39	Party Store	.5/1000'	sq. ft.
40	Physical Therapy	.25/1000'	sq. ft.
41	Camp Ground	.25/site	sites
42	Post Office	1/1000'	sq. ft.
43	Real Estate	.5/1000'	sq. ft.
44	Rental Hall	.5/1000'	sq. ft.
45	Residence	1	each
46	Restaurant	2.5/1000'	sq. ft.

47	Restaurant + Bar	3.5/1000'	sq. ft.
48	Restrooms	.27/fixture	fixtures
	School w/ cafeteria, gym.	20 gal/day/student	
	School	15 gal/day/student	
	School w/ cafeteria, gym/locker room	25 gal/day/student	
49	Retail	.3/2000'	sq. ft.
51	Sporting Goods	.5/1000'	sq. ft.
52	Supermarket	.23/1000'	sq. ft.
53	Storage Bldg.	.1/1000'	sq. ft.
54	Swimming Pool	3/1000'	sq. ft.
55	Bar	4/1000'	sq. ft.
56	Vacant	1	1
57	Bakery/Coffee Shop	1 + 1/1000'	Sq. Ft.
58	Bed & Breakfast	.4/rm	# of Rooms
59	Dog Grooming	1/1200'	Sq. Ft.
60	Private Clubhouse (w/food)	1 + .5/1000' ft. ??	
61	Private Clubhouse (facilities only)	1 + .25/ 1000' ??	
62	Brewery/ Brew Pub	??	
63	Food Truck/Concession		
64	Brewery/ nano-micro		

From: Tammi Gall <Tammi.Gall@meadhunt.com>
Sent: Tuesday, July 11, 2023 9:28 AM
To: supervisor@tuscaroratwp.com
Subject: Pat & Gary's

I am recommending a flow meter to be installed at Pat & Gary's to account for the bait tank. The bait tank continuously discharges into the sewer system. During power outages, the bait tank was continuously discharging into the lift station and filling it in a matter of hours making us aware of how much water that is being discharged to the system. With a meter installed, it will allow for us to track how much water is discharged into the system and how much the bait tank contributes to the discharge allowing the township to properly charge for the amount being discharged.

Thank you.

Tammi Gall

Project Manager | Water
Direct: 906-629-1365 | Cell: 231-333-6874 | Transfer Files

Mead&Hunt

LinkedIn | Twitter | Facebook | Instagram

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Tuscarora Township
CHEBOYGAN COUNTY, MICHIGAN

SANITARY SEWER USE ORDINANCE

Ordinance No. 28

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TUSCARORA TOWNSHIP

SANITARY SEWER USE ORDINANCE

An ordinance to protect the health, safety and welfare of the people; to provide for the connection of structures in which sanitary sewage originates to an available public sanitary sewer system; to regulate the design, construction and use of public and private sewers and drains and private sewage disposal facilities; to prescribe limitation on the discharge of certain waters and wastes into a public sewer system; to provide for the administration of this Ordinance; and to establish remedies.

The Township of Tuscarora located in Cheboygan County, Michigan, ordains:

FINDING OF NECESSITY

A public sanitary sewage system is essential to the health, safety and welfare of the people of the Township. Failure or potential failure of septic tank disposal systems poses a menace to health, presents a potential for the transmission of disease, and for economic blight, and constitutes a threat to the quality of surface and subsurface waters of the Township. The connection of structures in which sewage originates to an available public sanitary sewer system at the earliest reasonable date; the proper design, construction and use of public and private sewers and drains and private sewage disposal facilities; and protective limitations on the discharge of certain waters and wastes into the public sewer system; are all matters for the protection of the public health, safety and welfare and are necessary in the public interest, which is hereby declared.

ARTICLE 1 DEFINITIONS

1.1 Definitions A-I. The following definitions of words, phrases and abbreviations shall apply to this Sanitary Sewer Ordinance.

(a) "BOD" (denoting "Biochemical Oxygen Demand") means the quantity of oxygen utilized in the biochemical oxidation of organic matter, under standard laboratory procedure, in five (5) days at 20 degrees C and is expressed in terms of weight or in terms of concentration by milligrams per liter (mg/l).

(b) "Building Drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge inside the walls of the building and conveys it to the building sewer. The building drain shall begin five (5) feet outside the inner face of the building wall and terminate in the building.

(c) "Building Sewer" means the extension from the building drain to the public sanitary sewer or other place of disposal.

(d) "CBOD" (denoting "Chemical Oxygen Demand") means the oxygen-consuming capacity of organic and inorganic matter present in sewage expressed in milligrams per liter (mg/l).

(e) "Cesspool" means an underground pit into which raw household sewage or other untreated liquid waste is discharged, and from which the liquid seeps into the surrounding soil or is otherwise removed.

(f) "Chlorine Demand" means the difference between the amount of chlorine applied and the amount of free chlorine available at the end of contact time expressed in milligrams per liter (mg/l).

(g) "Connection Inspector" means the person designated by the Township Board or, if not by the Township Board, by the Township Supervisor, as responsible for inspecting connections of individual structures to the public sanitary sewer system.

(h) "Defined Sewer District" refers to all the parcels within the Special Assessment District that was established on April 11, 2012.

(i) "Domestic User" means a user of the System who discharges only Domestic Wastewater into the System.

(j) "Domestic Wastewater" means the liquefied wastes such as human excreta; wastes from sinks, lavatories, bathtubs, showers, laundries, and any other water carried wastes or organic nature either singly or in combination, from personal or residential sanitation.

(k) "GPD" means gallons per day.

(l) "Garbage" means solid wastes from the preparing, cooking and dispensing of food, and from the handling, sale, and storage of produce.

(m) "Holding Tank Waste" means any waste from holding tanks such as boats, chemical toilets, campers, trailers, motor homes, septic tanks, vacuum-pump tank trucks, other tank trucks, barrels, or other such tanks or containers.

(n) "Industrial Wastewater" means the liquefied or liquid carried wastes, solids, or semisolids from industrial, commercial or institutional processes as distinct from Domestic Wastewater.

(o) "Interference" means any discharge which alone or in conjunction with a discharge from other sources,

(1) inhibits or disrupts the System and any of its processes or operations, or the use or disposal of its sludge;

(2) causes a violation of any requirement of the applicable NPDES Permit (including an increase in the magnitude or duration of a violation).

1.2 Definitions J-R. The following definitions of words, phrases and abbreviations shall apply to this Sanitary Sewer Ordinance.

(p) "May" is permissive.

(q) "MDEQ" means the Michigan Department of Environmental Quality or any successor agency.

(r) "NPDES Permit" means the National Pollution Discharge Elimination System Permit issued for the System.

(s) "Natural Outlet" means any outlet into a watercourse, pond, lake, ditch, or other body of surface or groundwater.

(t) "Nuisance" means, but is not limited to, any condition where sewage or the effluent from any sewage disposal facility or toilet device is exposed to the surface of the ground; or is permitted to drain on or to the surface of the ground, into any ditch, storm sewer, lake, or stream; or when the odor, appearance or presence of this material has an obnoxious or detrimental effect on or to the senses and/or health of persons; or when it shall obstruct the comfortable use or sale of adjacent property.

(u) "Person" means any individual, firm, company, association, partnership, society, corporation, group, trust, or other legally recognizable organization or entity.

(v) "pH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

(w) "Properly Shredded Garbage" means the wastes from the cooking, preparation, and dispensing of food that have been shredded or cut to such degree that all particles will be freely carried under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension.

(x) "Public Sewer" means a Sanitary Sewer within the System.

(y) "REU" Residential Equivalent Unit: Unit basis for determining water usage and billing. One REU is equal to one single-family residence. Also known as a benefit.

1.3 Definitions S-Z. The following definitions of words, phrases and abbreviations shall apply to this Sanitary Sewer Ordinance.

(z) "Sanitary Sewer" means a sewer which carries Sewage. Storm, surface, and ground waters are not admitted to a sanitary sewer.

(aa) "Seepage Pit" means a cistern or underground enclosure constructed of concrete blocks, bricks, or similar material, loosely laid with open joints to allow septic tank overflow or effluent to be absorbed directly into the surrounding soil.

(bb) "Septic Tank" means a watertight tank or receptacle used to receive wastes from flush toilets, sinks, lavatories, bathtubs, showers, laundry drains, and any other similar waste lines. The septic tank is intended to provide for the separation of substantial portions of the suspended solids in such wastes and the partial destruction by bacterial action on solids so separated.

(cc) "Service Area" means a portion of the area within the boundaries of the Township.

(dd) "Sewage" means any combination of the water carried wastes from residences, business buildings, institutions, and industrial establishments.

(ee) "Sewage Disposal Facilities" means a privy, cesspool, seepage pit, septic tank, subsurface disposal system, or other devices used in the disposal of sewage or human excreta.

(ff) "Sewage Treatment Plant" means any arrangement of devices and structures used for treatment of sewage.

(gg) "Sewage Works" means all facilities for collecting, pumping, treating, and disposing of sewage.

(hh) "Sewer" means any pipe, tile, tube, or conduit for carrying sewage.

(ii) "Shall" is mandatory.

(jj) "Slug" means any discharge of water, sewage, or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds, for any period of time longer than fifteen (15) minutes, more than five (5) times the average twenty four (24) hour concentration or flows during normal operation.

(kk) "Standard Specifications" means the TUSCARORA TOWNSHIP Standard Specifications for Sanitary Sewer, as they may be amended or any successor standards adopted by the Township Board.

(ll) "State" means the state of Michigan, including any agency or official of competent jurisdiction.

(mm) "Storm Sewer" or "Storm Drain" means a sewer which carries storm or surface waters or drainage, but excludes sewage or polluted industrial wastes.

(nn) "Subsurface Disposal System" means an arrangement for distribution of septic tank effluent or overflow beneath the ground surface.

(oo) "Suspended Solids" means solids either floating on the surface of or suspended in water or sewage, and which are removable by laboratory filtering.

(pp) "System" means the complete sanitary sewer disposal system lying within the Township and includes all collection lines, mains, and other piping; all pump and lift stations; all control structures; all manholes; the sewage treatment plant; the outfall piping; and all appurtenances.

(qq) "Toilet Device" means a privy, outhouse, septic tank, or toilet, chemical closet, or other device used for the disposal of human excreta.

(rr) "Township" means Tuscarora Township a Michigan municipal corporation.

(ss) "User" means any person who is an owner, operator, or occupant of a premise connected to or discharging into the System.

ARTICLE 2 USE OF PUBLIC SEWERS

2.1 Connection Required: Within the Defined Sewer District:

a) All structures of every kind and character situated within the Sewer District that are used or are available for use for household, commercial, industrial, institutional or other purposes in which there are toilet, kitchen, laundry, bathing or other domestic, industrial or commercial facilities generating sewage shall be connected directly to the public sanitary sewer.

b) The connection of existing structures to a newly installed public sanitary sewer which is available for connection as provided in paragraph (a) of this Section shall be made not later than 12 months from the date of publication of notice by the Township of the availability of the public sanitary sewer in a newspaper of general circulation in the

Township. Provided, however, that upon a finding by the Local Health Department that sewage emanating from a structure is causing an immediate health hazard or public nuisance, the Township or the Local Health Department may require the connection to be made forthwith after notice to the owner of the property on which the structure is located. The notice may be given by first class or certified mail or by posting on the property.

c) The connection of structures to a public sanitary sewer which are completed, or which are modified so as to become a structure in which sewage originates, after the date of installation of the available public sanitary sewer shall be made not later than the time such structure or modified structure is completed and is available for use.

2.2 Connection for New Plats - Inside the defined Sewer District:

The owner or owners of any lands platted or divided into four or more lots in the Service Area after the effective date of this Sanitary Sewer Ordinance may apply for a Public Sewer to be installed in the plat at the owner's expense and pay such other fees as required. This sewer shall meet the construction and capacity requirements as directed by the Township. The owner(s) shall apply to connect each of these plat sewers to the existing Public Sewer in the Service Area in which the plat is located. Such application shall be approved by the Township. The Township's designated engineer shall review all plans and specifications, and the owner or developer of the lots shall pay all costs incurred by the Township for the review and approval of such plans and specifications and for the inspection and approval of the sewers installed in the plat, as well as their connection to the Public Sewer. Once constructed and accepted by the Township, such sewers in the plat shall be Public Sewers.

Township Board Approval is required for parcels outside of the defined Sewer District.

2.3 Extensions to Serve Other Parcels- Inside the defined Sewer District:

One service connection will be provided to all parcels within the Sewer District as part of the special assessment amount. Any additional connections or extensions would be at the property owner's expense.

Owners of undeveloped parcels located within the Service Area who requested that Public Sewer service not be extended to the undeveloped parcel at the time of construction may, at a future date, request that the parcel be serviced by the Public Sewer. If no service connection or lateral was constructed to such property, no such connection shall occur until a service connection and lateral area is constructed in accordance with the Township's specifications and under the review of the Township Engineer. The owner or developer shall obtain all required County Road Commission and other permits. The plans and specifications for the building drain, building sewer, service connection, and lateral shall be submitted to the Township and may be referred to the Township's designated engineer for review and approval. The property owner or developer shall pay all costs of the connection, including all costs incurred by the Township to review and approve plans and to inspect the same. The owner or owners of the parcel shall apply to connect to the existing Public Sewer of the Service Area in which the land is located. Such application must be approved by the Township. The owner(s) of the parcel shall be responsible for payment of all costs related to construction and connection of the service, including, but not limited to, actual construction costs; backfill, restoration, and replacement costs; and all applicable permit, inspection, and hook-up fees. Construction and connection of the

service shall be in accordance with the Standard Specifications. Also, all conditions and requirements of this Sanitary Sewer Ordinance shall be satisfied by the owner(s) before the Township will allow connection to the system.

Township Board Approval is required for parcels outside of the defined Sewer District.

BUILDING SEWERS AND CONNECTIONS

2.4 Connection Permit Required. No unauthorized persons shall uncover, make any connections with or open into, use, alter, or disturb any Public Sewer or its appurtenances without first obtaining a written permit from the Township.

2.5 Permit Application. Prior to connection of a Building Sewer to the Public Sewer, the owner or the owner's agent shall submit a permit application to the Township. This application will be on a special form furnished by the Township. The permit application shall be supplemented by any fees, and by any plans, specifications, or other information required. Any user which will be discharging non-Domestic Wastewater shall provide detailed information about the quantities, characteristics, timing, and other aspects of its anticipated discharges into the Public Sewers, as well as details of any pre-treatment, slug control, discharge rate controls, spill prevention plans, and other controls or safeguards to be in the applicant's facility.

2.6 Permit Duration. A permit shall be valid for a period of one year from the date of issuance.

2.7 Payment of Costs; Indemnification of Township. During the initial phase of construction a service lead will be extended from the sanitary sewer to the property line. The Building Sewer will make connection to that service lead at the property line. All costs and expenses incident to the installation and connection of the Building Sewer shall be borne by the owner or applicant. A contractor hired or approved by the Township shall construct any needed lateral or stub from the Public Sewer main to the property line. The property owner shall pay all costs of such construction. The owner or applicant shall indemnify the Township from any loss or damage that may directly or indirectly be occasioned by the installation of the Building Sewer.

2.8 Separate Sewer for Each Building. Separate and independent Building Sewer leads shall be provided for every building. Exceptions will be considered by the Township only for pre-existing buildings which cannot otherwise be connected to the Public Sewer. Exceptions will also be considered by the Township for integrated manufacturing facilities with process or assembly connections between buildings.

2.9 Old Building Sewers. Old Building Sewers may be used in connection with new buildings only when they are found, on examination and test by the Township or the Connection Inspector, to meet all requirements of this Sanitary Sewer Ordinance and adopted plumbing code standards.

2.10 Pipe Requirements. The Building Sewer shall meet the requirements of the Standard Specifications.

2.11 Building Sewer Diameter. The size of the building sewer shall not be less than six (6) inches in diameter for all new construction with two (2) REU's or more. Existing buildings making connection to the system may use their existing piping on their own property upon the owner's discretion. Typical piping requirements are 4" for residential and 6" for commercial.

2.12 Check valves. All Building Drains shall have check valves or other backflow preventers. The failure to have proper functioning check valves or other backflow preventers shall serve as a defense to the Township against any and all claims including but not limited to a property damage claim or physical injury claim as a result of a sewage disposal event pursuant to MCL 691.1417.

2.13 Fees Established. The Township shall be responsible for the establishment of, and provide for the collection of, all permit, hook-up, and inspection fees as may be required.

2.14 Distancing from Water Lines. A minimum distance of ten (10) feet shall be maintained between the Building Sewer and any water-carrying pipes.

2.15 Building Sewer Elevation and Slope. Whenever possible, the Building Sewer shall be brought to the building at an elevation below the basement floor. No Building Sewer shall be laid parallel to and within three (3) feet of any bearing wall. The minimum depth of the Building Sewer at the property line shall be six (6) feet below the established street grade. Where this minimum depth cannot be obtained, the Building Sewer shall be laid with a rise of one-quarter (1/4) inch per foot.

2.16 Lift Device Required. In all buildings in which any Building Drain is too low to permit gravity flow to the Building Sewer, Sewage to be carried by the Building Drain shall be lifted by approved means and discharged to the Building Sewer.

2.17 Riser. Where the Public Sewer is more than twelve (12) feet deep measured from established street grade, a riser shall be constructed on the Public Sewer, bringing it up to six (6) feet using methods and materials approved by the Township.

2.18 Specifications and Inspection. All excavations, pipe laying, and backfill required for the installation of Building Sewers shall be done to conform to requirements and standards approved by the Township. No backfill shall be placed until the work has been inspected and approved by the Connection Inspector. Cinders shall not be used as backfill.

2.19 Joints. All joints and connections shall be made gastight and watertight and meet the requirements of the Standard Specifications.

2.20 Sampling Manhole. Upon Township review applicants which will be discharging non-Domestic Wastewater into the System may be required to construct and install a sampling manhole in a location, outside of any building or structure on the premises, which is accessible at all times by the Township employee who shall review and approve the plans and specifications for that manhole.

2.21 Connection Specifications. The connection of the Building Sewer to the Public Sewer shall be made at the wye or tee branch. If the property owner wishes to connect a Building Sewer to the Public Sewer and no wye or tee branch is available, the owner shall meet with the Township and, if required, with the Township Board. At this meeting, the parties will determine the exact location and method of cutting into the Sewer and materials to be used.

2.22 Prohibited Connections.

Storm Water / Artesian Wells: No person shall make connection of roof down-spouts, exterior footing or foundation drains, areaway drains, storm drains, or other sources of surface runoff or groundwater (including artesian wells and any type of geothermal system waste) to a Building Sewer or building drain which in turn is connected directly or indirectly to any Public Sewer.

:

2.23 Compliance with Codes. Connection of the Building Sewer to the Public Sewer shall conform to requirements of the Standard Specifications, building and plumbing codes, and this Sanitary Sewer Ordinance along with appropriate specifications of the A.S.T.M., the W.P.C.F. Manual of Practice No. 9 and the Ten State Standards. Any deviation from the prescribed procedures and materials must be approved by the Township.

2.24 Safety Measures. All excavations for Building Sewer installation shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Township at the expense of the owner.

2.25 Notification for Inspection. The applicant for the Building Sewer permit shall notify the Connection Inspector when the Building Sewer is ready for connection with the Public Sewer. The connection shall be made under the supervision of the Connection Inspector.

2.26 Capacity Available Downstream. Connections will not be permitted if there is inadequate capacity available in the downstream portions of the Public Sewer or at the sewage treatment plant.

2.27 Maintenance. The owner of the property which is served by the System shall, at his own expense, maintain and repair the Building Drain and the portion of the Building Sewer located on his property. The property owner shall be responsible for the maintenance and cleaning of the entire Building Drain and Building Sewer from the structure in which sanitary sewage originates out to the Public Sewer main. The Township shall be responsible for the maintenance, cleaning and repair of the Public Sewer main and for the repair or replacement of broken or crushed portions of the Building Sewer from the main to the property line and shall have no responsibility of any sort for the Building Sewer or the Building Drain located on the owner's property. The Township obligation to clean sewer lines extends only to the Public Sewer main which collects and transmits the sewage of various properties served by the System. The Township shall have no responsibility to clean the Building Sewer, any private sewer lines or lateral lines.

ARTICLE 3 USE OF THE PUBLIC SEWER

3.1 Surface Storm and Cooling Water Prohibited. No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, or cooling waters into any Public Sewer.

3.2 Proper Storm Water Disposal. Storm water and all other unpolluted drainage shall be discharged to the ground surface, or to a natural outlet approved by the Township or the State.

3.3 Prohibited Discharges. Except as provided by more specific limits stated in this Sanitary Sewer Ordinance, no person shall discharge or cause to be discharged any of the following to any Public Sewers:

- (a) BOD₅ in excess of 300 mg/l.
- (b) COD in excess of 450 mg/l.

- (c) Chlorine Demand in excess of 15 mg/l.
- (d) Any explosive liquid, solid, or gas including, but not limited to, any benzene, naphtha, fuel oil, or other flammable material, and including, but not limited to, any substance which results in sewage having a closed air flashpoint of less than 140°F or 60°C.
- (e) Pollutants having a corrosive property capable of causing damage to the structures, equipment or employees of the sanitary sewer system, including but not limited to wastewater with a pH less than the limit set forth in subsection (n) below.
- (f) Any Garbage which is not Properly Shredded.
- (g) Grease, oils, wax, fats, or any other substances that will solidify or become viscous in the sewer at temperatures between 32°F and 150°F.
- (h) Inert suspended solids, such as but not limited to fuller's earth, lime slurries and lime residues, or dissolved solids, such as but not limited to sodium chloride and sodium sulfate, in unusual concentrations; or any material which can be disposed of as trash.
- (i) Substances which tend to settle out in the sewer, causing stoppage or obstruction to flow.
- (j) Liquids which are corrosive.
- (k) Garbage with particles greater than one-half inch in dimension.
- (l) Insoluble, solid, or viscous substances such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, tar, feathers, plastics, wood, hair, paunch manure or any substance which can be disposed of in the trash.
- (m) Any noxious or malodorous gas or substance capable of creating a public nuisance.
- (n) Substances having a pH less than 6.5 and greater than 9.0.
- (o) All toxic, poisonous or radioactive wastes exceeding limits established by applicable state and federal regulations.
- (p) Any substance harmful to pipes, jointing material, and manholes.
- (q) Any live animals or fish.
- (r) Suspended solids in excess of 350 mg/l.
- (s) Wastes having a temperature less than 32°F or greater than 150°F.
- (t) Any substance which could cause any blockage of any pipes or could cause interference.
- (u) Any Holding Tank wastes except as approved by the Township in accordance with policies of the Township and only at such places in the System as may be designated by and after the sampling and analysis required by such policies.

- (v) Color, as from, but not limited to, dyes, inks, and vegetable tanning solutions, if they interfere with light absorbency or analytical determinations.
- (w) Discharges resulting in excess foaming during treatment.
- (x) Anti-freeze, motor oil, brake fluid, transmission fluid, hydraulic fluid, cleaning solvents, oil-based paint, and paint thinners.
- (y) Any discharge violating any order of the Township, any permit requirement, or any order of an agency or court of competent jurisdiction.

3.4 Industrial Cost Recovery.

(a) Applicability. Any non-governmental non-Domestic User of the System which discharges more than the equivalent of 25,000 gpd of non-domestic wastewater into the System and which is identified in the Standard Industrial Classification Manual, 1972, United States Office of Management and Budget, as amended and supplemented, under one of the following divisions:

- Division A. Agricultural, Forestry and Fishing.
- Division B. Mining.
- Division D. Manufacturing.
- Division E. Transportation, Communications, Electric, Gas, and Sanitary Services.
- Division I. Services.

including (i) any discharger listed in those divisions with a volume exceeding 25,000 gpd or the weight of BOD or suspended solids equivalent to the weight of BOD or SS normally found in 25,000 gpd of Domestic Waste; (ii) any user discharging into the System any substance in a quantity which either singly or by interaction with other wastes, causes an Interference, a Nuisance, or a hazard to any person or animal, shall comply with section 3.5 of this Ordinance.

(b) Cost Recovery If any user were to contribute ten percent or more of any one design parameter that is flow, BOD, or SS, a letter of intent to use the Sewage Treatment Plant shall be required. Those users contributing less than ten percent will not be required to submit a letter of intent but shall be subject to an industrial cost recovery charge. Such users shall construct a sampling control manhole for the purpose of measuring the amount of and determining the type of non-domestic wastewater introduced to the Sewage Treatment Plant by the user. As a result of the flow measuring and sampling, the Township may require the Non-Domestic Wastewater to be pretreated prior to introduction to the Public Sewer. If for any reason such a user should cease operation during the cost recovery period, it will not be held responsible for cost recovery payments. The capacity formerly utilized by that user shall become available for increases in loading or for new industrial users. The removal of a user from the cost recovery system shall not in any way affect the industrial cost recovery charge for any other user.

3.5 Non-Complying Discharges. If any sewage or substances are discharged, or are proposed to be discharged to the Public Sewers in violation of Section 3.3 of this Sanitary Sewer Ordinance, and which in the judgment of the Township may have a deleterious effect upon the

System, its processes, its effluent, or the receiving waters, or which might otherwise be hazardous or constitute a public nuisance, the Township may:

- (a) Reject the Sewage or other substances.
- (b) Require pre-treatment to an acceptable condition for discharge to the Public Sewers
- (c) Require control over the quantities and rates of discharge into the Public Sewers.
- (d) Require payment to cover the added cost of handling and treating the Sewage or other substances as provided in this Article.

If the Township permits the pre-treatment or equalization of Sewage flows, the design and installation of the plant and equipment shall be subject to the review and approval of the Township, and subject to the requirements of all applicable laws, rules, regulations, orders, directives, and permit requirements.

3.6 Pre-Treatment Facilities. Where pre-treatment or flow equalizing facilities are provided on a User's premises, they shall be constructed, installed, operated, repaired, and maintained continuously in satisfactory and effective operation, by the owner at the owner's expense.

3.7 Special Arrangements. Nothing in this Sanitary Sewer Ordinance shall prevent any special agreement or arrangement between the Township and any non-Domestic User whereby a non-domestic wastewater of unusual strength or character may be accepted in the System for treatment, subject to payment therefore, by the non-Domestic User.

3.8 Arrangements With Other Municipalities. Nothing in this Sanitary Sewer Ordinance shall prevent any agreement or arrangement between the Township and any municipality whereby sewage from another municipality may be accepted in the System for treatment, subject to payment by the municipality.

ARTICLE 4 ADMINISTRATION, ENFORCEMENT AND FINES

4.1 Entry and Damage Prohibited. No person, without prior written authorization, shall break, damage, destroy, uncover, deface, tamper with, climb upon or enter into any line, main, pipe, manhole, pump, lift station, plant, building, structure, equipment, facility, improvement or appurtenance belonging to or part of the System.

4.2 Use Conditional. Use of the System and any discharge into any Public Sewer is conditional upon compliance with this Sanitary Sewer Ordinance including, without limitation, the payment of all rates, fees and charges for such use and the compliance with all orders, directives, permit requirements and requests for information pursuant to this Sanitary Sewer Ordinance. Users of the System are required to comply with all such orders, directives, permit requirements and information requests issued or made pursuant to this Sanitary Sewer Ordinance.

4.3 Remedies Cumulative. All remedies provided in the Sanitary Sewer Ordinance, including, without limitation, those in Article 5 and this Article 4, are cumulative of each other and of any other remedies available at law or in equity.

4.4 Notification Required. Any owner, occupant or operator of any premises or other person who knows or has reason to know a discharge into the System or any Public Sewer within the System has occurred or is going to occur in violation of Article 3 of this Sanitary Sewer Ordinance shall immediately notify the Township or, if the Township cannot be contacted, any other Township official, of the time, source, quantity and characteristics, including any offending characteristics, of that discharge. Such notification shall include any corrective actions which have been taken. Such notification shall be followed, within 24 hours, with a written report providing updated information fully disclosing all the above information in addition to a detailed description of how the violation occurred.

4.5 Sampling. The Township may sample or cause to be sampled at such times and frequencies as the Township may deem appropriate the Sewage of any User. If a violation is found after analyses, the violating user shall reimburse the System the cost of any such sampling and analyses.

4.6 Public Nuisances *Per Se*. A violation of this Sanitary Sewer Ordinance is declared to be a public nuisance *per se* for which the Township may avail itself of any remedies available at law or in equity.

4.7 Costs. Any person violating any provision of this Sanitary Sewer Ordinance shall, in addition to any other fines or consequences, reimburse the Township for any costs it may incur to investigate and prosecute that violation, to remedy or repair any damage to the System as a result of such violation, to pay any fines or penalties incurred as a result of any violation (such as a resulting violation in an NPDES Permit), to better assure such violations or damages do not recur, to compensate any persons injured or to pay for any damage to property (including natural resources) damaged as a result of any violation and for any other costs that incurs as a result of any violation. Costs may include without limitation, engineering and consultant fees, sampling and analytical fees, legal fees, personnel costs, costs for replacing Systems equipment or components, fines or penalties paid to the MDEQ or other agency, equipment rental, and other costs.

4.8 Remedies and Cost Recovery.

(a) The Township may obtain any remedy allowed by law for any violation of any discharge limitation, a pretreatment standard or requirement.

(b) A violation of this Sanitary Sewer Ordinance shall make the violator, including without limitation the owner of the property in violation or on which the violation occurs, liable for a civil fine up to \$1,000, or other amount allowed by law for each violation of any pretreatment standard or requirement. The following rules apply to violations:

- (i) Each day that a violation continues shall constitute a separate offense.
- (ii) Each substance or quantity discharged into the System in violation of Article 3 of this Sanitary Sewer Ordinance shall constitute a separate offense.
- (iii) A separate violation occurs for each pollutant that exceeds an applicable discharge limitation or pretreatment standard.

- (iv) If a user is in noncompliance with any discharge limitation or pretreatment standard that is a monthly average, 30-day average, seven day average or other daily average, then the user has one violation on each day of the averaging period.
- (v) If for any period a user has violated both a maximum and an average discharge limitation or pretreatment standard for a particular pollutant, then the total number of violations is the sum of the days on which the maximum standard was violated and the days in the averaging period.
- (vi) One violation occurs on:
 - (A) Each day that a report is late; and
 - (B) Each day after an action required to be completed is not completed.
- (c) If a user's discharge results in a deposit, an obstruction, damage or an impairment in the sanitary sewer system, then the user shall be liable to the Township for the costs of cleaning, repairing or replacing the affected components.
- (d) In any enforcement action, the Township may recover from the user subject to the enforcement action the Township's costs for sampling, analysis, other surveillance measures and time devoted to the action by the Township, Township Attorney or other personnel.
- (e) A user shall be liable to the Township for fine or costs or other liability imposed upon the Township if:
 - (i) The user has violated any discharge limitation or pretreatment standard or requirement.
 - (ii) The user's violation has caused the Township to violate any requirement to which it is subject or increased the magnitude or duration of a violation or resulted in the Township's incurring any other liability.
 - (iii) An enforcement action against the Township by the DNR, the EPA or any other person resulted in the penalty or other liability being imposed upon the Township.
- (f) In addition to any other rates, fees, charges, fines, penalties or other costs, a user shall be responsible for any additional costs incurred by the Township as a result of the user's violation of this article, including without limitation expenses for additional monitoring, sampling or analysis, expenses for additional investigation, costs for additional reports, costs for storing, dumping or treating discharges, costs of damage to or loss of the treatment works or natural resources, fines and penalties. The user shall be notified of all such charges and shall pay them within 30 days of notification. Failure to pay shall be a violation of this article.

4.9 Misdemeanors.

- (a) A person who knowingly submits or prepares for submission to the Township a false statement, representation, or certification in any application, record,

report, plan or other document, is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not more than \$500.00, or both. Each violation constitutes a separate and distinct offense.

(b) A person who knowingly tampers with or alters a monitoring device or process (including, without limitation, a meter), causing inaccurate readings or results, is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not more than \$500.00, or both. Each violation constitutes a separate and distinct offense.

4.10 Enforcement.

(a) This Sanitary Sewer Ordinance is enforceable by the Township, its constituent municipalities and any municipality contracting with the Township for service. A person charged with and authorized to enforce this Sanitary Sewer Ordinance may issue a citation or an appearance ticket to any person who is reasonably believed to have violated any of this Sanitary Sewer Ordinance.

(i) The Township shall exercise its enforcement powers against a violator within any constituent municipality or any municipality contracting with the Township for service.

(ii) A municipality may exercise its enforcement powers against a violator located in territory under its jurisdiction.

(b) Enforcement powers include the power to bring an action in a court of competent jurisdiction to enjoin the violation of this Sanitary Sewer Ordinance, to bring an action to recover actual damages sustained due to a violation of this Sanitary Sewer Ordinance and to be awarded costs and fees in those actions as provided in sections 2401 to 2461 of the Revised Judicature Act of 1961, 1961 P.A. 236, as amended.

4.11 Administrative Orders. The Township may, in case of any violation of the provisions of Article 3 of this Sanitary Sewer Ordinance order the User to pre-treat its Sewage or to control the quantities and rates of its discharges to the Public Sewer. Such order shall be in writing and shall provide a date by which the necessary facilities are constructed, installed and put into operation. Users to which such an order is issued shall comply with the requirements of Section 3.5 of this Sanitary Sewer Ordinance pertaining to the application for and construction and installation of such facilities.

4.12 Termination of Service. In case a violation of any provision of the Sanitary Sewer Ordinance constitutes or results in an imminent threat to the public health or safety or an imminent violation of an NPDES Permit requirement, the Township may immediately, upon written notice to the User, terminate the User's use of the System. In other situations, service may be terminated after written notice and an opportunity for a hearing before the hearing panel. (see Section 4.15 Appeals Procedures.)

4.13 Right of Entry. The Township, the Connection Inspector, the MDEQ, any agent of the Township for any premises within the System's Service Area, and any agent of a Constituent Municipality, shall have the right during any reasonable business hours to enter the premises of any User to inspect, observe, measure, sample and test to assure compliance with this Sanitary Sewer Ordinance. Such persons shall provide identification upon the request of any property owner or occupant.

4.14 Authorized Officials. The Township may hire such employees and agents as it deems reasonably necessary and convenient for the administration of the sanitary sewer system. The Township may also appoint special committees or panels to address any issues that may arise to provide the Township Board with guidance. The Connection Inspector and any officer of the Township are designated as Township officials authorized to issue civil infraction notices and citations as provided in this Sanitary Sewer ordinance.

4.15 Appeals.

(a) Any person aggrieved by an action of the Township or the Connection Inspector pursuant to this Sanitary Sewer Ordinance may appeal in writing to the Township Clerk who shall transmit the appeal to the Township Board. That body shall at its next regular meeting either decide to itself hear the appeal as the appeal panel or appoint a separate appeal panel of not less than three persons who may be Township officers or employees (provided they are not subordinates to the official from whom the appeal was made), consultants, engineers, attorneys or others and need not be Township residents.

(b) The written appeal shall state with specificity the issue being appealed, the basis for the appeal, the supporting facts for the appeal, the supporting legal basis, if any, for the appeal, the relief sought and any other information deemed relevant to the appeal and shall have attached all supporting documents.

(c) The appeal panel shall provide the appellant and the official from whom the appeal was made notice of the time and place for a hearing on the appeal which shall not be more than sixty (60) days after the appeal was filed and of the rules and procedures to be followed at the hearing. The hearing may be informal and need not follow any formal rules of evidence.

(d) The appeal panel shall within thirty (30) days after the hearing and any time after the hearing allowed for the filing of supplemental information, render its decision in writing. It may affirm the decision of the official from whom the appeal was made, reverse that decision or modify the decision. It may also condition its decision with terms the appeal panel deems necessary to assure the protection of the public health, safety and welfare, and the protection of the System.

(e) If the appellant does not prevail in the appeal, the appeal panel may order the appellant to pay all costs incurred by the Township or by a Constituent Municipality as a result of the appeal.

(f) The decision of the hearing panel shall be final.

ARTICLE 5 RATES, FEES AND CHARGES

5.1 Rationale. It is recognized that use of the System requires payment of costs of providing the services of the System. Such costs include not only the day-to-day operation and maintenance costs, but also the costs incurred to construct and install the System components, the cost to undertake reasonably foreseeable repairs and replacement, etc. When the System components were designed and constructed,

they necessarily needed to be sized to accommodate all foreseeable possible usage of the System from a premises and so the System is available to accommodate such reasonably foreseeable usage. Accordingly, certain charges are imposed regardless of actual usage while other charges recognize that those who actually make more use of the System should pay more.

5.2 Resolution Establishing. The rates, fees and charges, including but not limited to the Residential Equivalent Unit/Benefit Charges as calculated utilizing the Township Schedule of Benefits Table, for permits issued pursuant to this Sanitary Sewer Ordinance, and for connection to and use of the System shall be in such amounts as are established by resolution of the Township Board.

(a) Such rates, fees and charges shall be established in amounts sufficient to pay all costs of the operation, maintenance and repair of the System and any amounts required to be paid or maintained under the terms of any bonds or other obligations of indebtedness of the System, including without limitation, a fund balance reasonably anticipated to be sufficient to fund reasonably anticipated equipment replacement and emergency repairs of the System.

(b) The use of a meter on the premises to calculate flow for the purpose of billing for use may be at the option of the property owner if they have two (2) or more REU's but the Township reserves the right to require a meter for users if it is deemed necessary to properly bill that customer for operational cost.

(c) Such rates, fees and charges may, in the discretion of the Township Board include the following in such amounts or at such rates as determined by the Township Board:

(1) Permit fees in amounts as are reasonably determined to cover the costs of permit issuance, inspection and enforcement.

(2) Connection fees in amounts reasonably determined to be sufficient to pay some of the capital and/or debt retirement costs of the System.

(3) Flat rate sewer use charge per REU.

(4) Readiness to serve charges or debt service charges based upon residential equivalent units, meter size or other methodology as determined by the Township in amounts reasonably determined to be sufficient to pay some of the capital and/or debt retirement costs of the System and/or all or a portion of the operation, maintenance, repair and replacement costs of the System.

(5) Commodity or usage charges in amounts reasonably determined to be sufficient to pay some of the capital and/or debt retirement costs of the System and/or all or a portion of the operation, maintenance, repair and replacement costs of the System.

(6) Special rates, fees and charges in amounts and on such basis as is reasonably determined to be sufficient to pay the costs of special services.

(c) At least annually the Township shall review the rates, fees and charges and adjust them as necessary to meet the requirements of this rule 5.2.

(d) Irrigation systems may be connected before the meter or be metered separately and used as a deduct meter because that flow will not be going into the sewer system and should not be part of the metered use.

(e) No free service shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality.

5.3 Billing and Collection.

(a) When System rates, fees and charges are not timely paid, it is necessary to re-bill, to undertake other procedures required by this article, to prepare separate notices and accountings and undertake other tasks that are not needed if they are timely paid. In addition, the other System users essentially subsidize the non-paying or late paying user's use of the System. The System is not established, operated or well-adapted to provide financing services for its users. Accordingly, charges are made to compensate the System for the costs incurred due to untimely payments.

(b) Bills will be rendered at such intervals as are determined by resolution of the Township Board, but not less frequently than quarterly.

(c) Bills shall be due and payable without interest or late fee at such time after billing as is stated on the bill, provided not less than fifteen (15) days shall be given for such payment after the billing date.

(d) Bills not paid by the due date shall bear interest at such rate and be subject to a rebilling fee as determined by the Township Board.

(e) Service, installation, inspection, use and material rates, fees and charges, including late fees and interest due thereon, shall constitute a lien on the premises served from the date of such service unless the Township is served with written notice that a tenant is responsible for such charges. The Township official or officials in charge of the collection shall annually, not later than September 1 of each year, certify to the tax assessing officer of the Township the fact and the amount of the delinquency in payment for sewer services to the property. Such lien shall have the same priority and shall be collectible in the same manner as delinquent ad valorem real property taxes. If the Township is provided with notice in writing, including a copy of the lease of the affected premises, that a tenant is responsible for the sewer charge, the Township Board may require as a condition to rendering sewer services to such premises a cash deposit equal to service charges at current rates for three months (one quarter) as security for the payment of service charges.

(f) In addition to the other methods of collection and enforcement provided in this rule or in law or at equity, the Township may, after notice of its intention to do so and of the opportunity for a hearing to show cause why it should not occur, have the right to shut-off sewer service to any premises for which rates, fees and charges for sewer service are not paid by the due date, and such service shall not be re-established until all delinquent charges, interest, penalties and a turn-on charge, to be specified by the Township, have been paid.

(g) In addition to the other methods of collection and enforcement provided in this rule or in law or at equity, the Township shall have the option of collecting all rates, fees, charges, interest and late fees due pursuant to this Sanitary Sewer Ordinance by legal proceedings in a court of competent jurisdiction.

ARTICLE 6 MISCELLANEOUS

6.1 Severance. If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of the ordinance, it being the intent of the Township that this ordinance shall be fully severable.

6.2 Repealer. All ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

6.3. Effective Date. This ordinance shall become effective 30 days after adoption and publication.

CERTIFICATION

I, SUSAN FISHER, Clerk for the Township of Tuscarora, County of Cheyebogan, State of Michigan, certify that this is a true copy of an Ordinance adopted by the Board of Trustees of the Township of Tuscarora at a special meeting on the 10th day of July, 2013 pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be made available as required by said Act.

Susan Fisher, Township Clerk

First Publication Date: July 18, 2013
Adoption Date: July 10, 2013

TOWNSHIP OF TUSCARORA

APPLICATION FOR SEWER CONNECTION AND/OR CHANGE OF USE

Parcel Tax Identification Number 162-030-100-004 Date 7/5/23
Property Address 5739 HWY M-68
INDIAN RIVER, MI 49749
Name of Parcel Owner CHEBOYGAN VA ONE, LLC
Owner Mailing Address 6060 MCKINLEY AVE.
ALPENA, MI 49707 Phone 989-3855300

Name of Applicant (if not owner) INTEGRITY CONSTRUCTION SERVICES, LLC

Relationship of Applicant (contractor, purchaser...) GENERAL CONTRACTOR

* Owner Signature: [Signature] Jeff J Konczak, President

Property Use Type (Please refer to criteria sheet)

of Residential Units (home, apartments, etc.) 3

Type of Non-Residential Use #16 DR. OFFICE

Water Meter: Y/N If yes, Water Feed Diameter _____

NOTE: Meter size may be limited based on number of REU's assessed

Sketch of proposed building layout, proposed use and site plan must accompany application.

REU assessment may change based on final build and use.

Note: All Benefit Fees must be paid prior to connection to the system. Owner is responsible for all plumbing, construction and electrical permits and fees that may be required by Cheboygan County Building Department or other agencies.

Tuscarora Township must be contacted for inspection after the lead is installed and PRIOR to connection to the sewer line. Failure to do so will result in re-exposing the connection at property owner's expense.



DEPARTMENT OF VETERANS AFFAIRS
Aleda E. Lutz VA Medical Center
1500 Weiss Street
Saginaw, MI 48602

July 5, 2023

Tuscarora Township Supervisor
3545 S Straits Highway, PO Box 220
Indian River, MI 49749

Dear Mr. Kramer,

Please be advised, the Aleda E. Lutz VA Medical center is providing the following designation of space for the Indian River VA Clinic, located at 5739 Hwy M-68, Indian River, MI 49749.

The clinic will be utilized for two primary care providers (1 PA and 1 NP) and one telehealth nurse who will utilize 3 telehealth exam rooms.

Any questions concerning this matter may be directed to Bill Merrill, at 989-714-6937.

Sincerely,

William L
Merrill 267786

Digitally signed by William
L Merrill 267786
Date: 2023.07.05
13:25:17 -04'00'

William Merrill
Chief, Leasing Management Service
Aleda E. Lutz VA Medical Center



AGENDA ITEM

DATE: 8-1-2023

TITLE: Cemetery Services, Fees, & Plot Repurchase Pricing

SUMMARY: Board review of existing Cemetery Burial Fees and Burial Procedures prior to posting on the Web. Board approval of Burial Plot repurchasing pricing.

FINANCIAL IMPACT: Contractor costs and cemetery maintenance costs rise will continue to increase and fees will have to be addressed.

RECOMMENDATION:

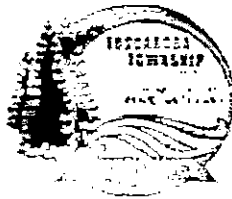
Motion to authorize fee cost structure as submitted with this agenda item, including placement on the Township web with Burial procedures submitted.

Motion to authorize Pricing on the Repurchase of Burial Plots by the Township at the original selling price of the plots.

PREPARED BY: J. Reidsma

DEPT/BOARD/COMMISSION: Clerk

ATTACHMENTS: NONE



Tuscarora Township Cemetery Fees

Burial Plots

Residents: \$250.00

Non-Residents: \$500.00

Open/Close Fees

Per Bruce Thompson / 231-330-5243

Summer

Weekday: Full Casket - $\$550.00 + \25.00 (twp fees) = \$575.00
\$350.00 for small casket/child/infant
Cremains/Urn - $\$250.00 + \25.00 (twp fees) = \$275.00
Urn with Vault add'l fee = \$ 50.00

Weekend: Full Casket - $\$650.00 + \25.00 (twp fees) = \$675.00
\$350.00 for small casket/child/infant
Cremains/Urn - $\$350.00 + \25.00 (twp fees) = \$375.00
Urn with Vault add'l fee = \$ 50.00

Winter

No cemetery services between November 15 – April 15

Foundation Fees

Per Bruce Thompson / 231-330-5243

\$.50 per Sq In

$W (+2") \times L (+2") \times 50 = \$ \text{Total Price}$

Miscellaneous Fees

Township Fee / per Service	\$25.00
Cemetery Deed Transfer:	\$25.00
Cemetery Deed Duplication:	\$25.00
Plot/Lot Split Fees:	\$25.00

Monuments/Headstones

These are ordered and purchased privately and delivered by monument companies once the foundation has been installed through Tuscarora Township.



Tuscarora Township
Cemetery Services

Oakhill Cemetery

Ohioville Cemetery

Date of Initial Call/Contact: _____

Contact Person/Name of Caller: _____

Funeral Home/Director (if applicable): _____

Relationship to Deceased: _____ Phone Number: _____

Name of Deceased: _____

Date of Death: _____ Date of Memorial Service: _____ Time: _____

Internment with: Full Casket or Cremains/Urn Received Burial Permit: _____

Owner of Plot/Name on Deed: _____

Plot # for THIS burial: _____

Services Needed:

Open & Close / Charge: _____

Foundation Built / Size Needed: _____

Foundation Charge: _____

Other / Charge(s): _____

Total Amount Due: _____

Send Invoice To: _____

Special Notes & Details:

Final Confirmation of all Services with Bruce Thompson: YES _____ Date: _____

Cemetery Services

① Oakhill Cemetery Ohioville Cemetery

② Date of initial Call/Contact: _____

③ Contact Person/Name of Caller: _____

④ Funeral Home/Director (if applicable): _____

⑤ Relationship to Deceased: _____ Phone Number: _____

⑥ Name of Deceased: _____

⑦ Date of Death: _____ ⑧ Date of Memorial Service: _____ Time: _____

⑨ Internment with: Full Casket or Cremains/Ur ⑩ Received Burial Permit: _____

⑪ Owner of Plot/Name on Deed: _____

⑫ Plot # for THIS burial: _____

⑬ Services Needed:

Open & Close / Charge: _____

Foundation Built / Size Needed: _____

Foundation Charge: _____

Other / Twp Charge(s): _____

Total Amount Due: _____

⑭ Send Invoice To: _____

⑮ Special Notes & Details:

⑯ Final Confirmation of all Services with Bruce Thompson: YES _____ Date: _____

Tuscarora Township

Cemetery Services - Form Directions

The objective of this form is to capture the appropriate information to efficiently process all cemetery inquisitions and services for both Oakhill Cemetery and Ohioville Cemetery. Additionally, this form should capture the appropriate approvals and information necessary to properly record all information.

-
- ① Oakhill or Ohioville: Circle the name of the cemetery the caller indicates for services.
 - ② Date of initial Call/Contact: This should be the exact date the initial call was received.
 - ③ Contact Person/Name of Caller: This should be the exact name of the caller.
 - ④ Funeral Home/Director: This should be the name of the Funeral Home and/or Director that is providing Funeral services for the family of the deceased. The Director should submit a Burial Permit to the Township before the funeral service.
 - ⑤ Relationship to Deceased: This should be the relationship of the caller to the deceased and their phone number so they can be contacted during the funeral arrangement process.
 - ⑥ Name of Deceased: This should be the full name of the deceased.
 - ⑦ Date of Death: This should be the exact date of death. It should also be listed on the Burial Permit.
 - ⑧ Date and Time of Memorial Service: This should be the exact date and time of Memorial Service. Once the date is set, weekday and/or weekend cemetery charges can be calculated.
 - ⑨ Internment with: Circle either "Full Casket" or "Cremains/Urn" which will be needed for specific cemetery preparations and to calculate cemetery charges.
 - ⑩ Received Burial Permit: Make a notation on this line after a Burial Permit has been received. The Funeral Director will usually present a Burial Permit on the day of the funeral/memorial service.
 - ⑪ Owner of Plot/Name on Deed: Enter the deed owner's name and pull the card from the file box. Update any information on the card as needed.
 - ⑫ Plot # for THIS burial: Enter all information regarding the exact location of plot for the specific burial.
 - ⑬ Services Needed: Enter the dollar amount(s) that will be charged for each applicable service. Prepare an invoice once the total charge has been determined and send the invoice to the responsible party.
 - ⑭ Send Invoice To: Enter the name and address of the person who will be responsible for payment.
 - ⑮ Special Notes & Details: Add all pertinent information as possible in regards to arrangements for the deceased, the family, the plots, the burial, the dates, times, special arrangements, etc.
 - ⑯ Final Confirmation of all Services with Bruce Thompson: Stay in close contact and keep communication open with Bruce Thompson during the arrangement stages for all cemetery services. This should include meeting at the cemeteries with both Bruce and a family representative of the deceased to confirm all said cemetery services. Check this box and enter the date after all arrangements for the cemetery services have been confirmed and finalized with both a family representative and Bruce at least one week before the date of service.

This completed form should be filed with all supporting information in the cemetery records/files. All information must also be added/updated on individual cemetery index cards and filed in fire-proof safe boxes, entered in the plat books, and entered into Pontem.

New Business



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Treasurer's actions

1. **SUMMARY:** Permission / discussion regarding library debit card
FINANCIAL IMPACT: n/a
2. **SUMMARY:** Permission / discussion regarding automated payment system at boat launch.
FINANCIAL IMPACT: TBD

PREPARED BY: Jan Dillaha - Treasurer

DEPT/BOARD/COMMISSION: Township Board of Trustees

ATTACHMENTS:



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Hangar Lease

SUMMARY: Owner requests renewal of 10 year lease with 50% increase

FINANCIAL IMPACT: \$1350 annual from \$900

MOTION: TBD

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS:

JOHN C. LEPPHEN
815 N. STATE ST.
ALMA, MI 48801

July 9, 2023

Mr. Robert Kramer, Supervisor
Tuscarora Township
3546 S. Straits Highway
P.O. Box 220
Indian River, MI 49749

Subject: Lease renewal request for Plots J & K at Campbell-Pratt Airport

Dear Mr. Kramer,

I have owned a hangar on the above mentioned plots since the mid 1990's. I was under the mistaken thought that the lease was through 2023.

A couple weeks ago I was told that you would wish to meet with all the hangar owners to discuss the future of the airport and the hangar leases. I realized my mistake when I pulled my lease from the file and saw that the 10 year period ended December 31st, 2022.

Please accept my apology for missing that date. But, as in the past, I again wish to renew this lease.

Although I am about 7 to 8 months late, I have enclosed \$1,350.00 for the first year of the renewed lease. My current lease payment has been \$900 per year. The terms of the lease allow the township to increase the rent by no more than 50% upon renewal. I assumed that would be the case again with this renewal and added that to my check. I have also enclosed a copy of my lease for ease of review.

I would appreciate an opportunity to meet at your convenience to discuss my history with the airport.

Best Regards,

John C. Lepphen
989-284-8718 cell
redwaco1@gmail.com

CALVIN CAMPBELL AIRPORT
TUSCARORA TOWNSHIP
CHEBOYGAN COUNTY, MICHIGAN

PRIVATE HANGAR LEASE

THIS LEASE, dated January 1, 2012, between the TOWNSHIP of TUSCARORA, Cheboygan County, Michigan, hereinafter called the LESSOR, and John C. Leppien residing at 815 N. State Street, Alma in the State of Michigan, hereinafter called the LESSEE;

WITNESSETH

The LESSOR hereby agrees to lease to the LESSEE the following described area of land: 50 x 80 feet and 40 x 50 feet, located in PLOTS J & K of the attached HANGAR PLOT PLAN, together with the appurtenances thereto, for the storage of aircraft owned by the LESSEE, for a term of not more than ten (10) years, commencing on the 1st day of January, 2012, and expiring on the 31st day of December, 2022, at the yearly rent of Nine Hundred Dollars (\$900.00), payable in advance on the first business day of each year during the term of this lease; provided, however, that rent for this remaining calendar year shall be

0 Dollars (\$ 0), payable immediately upon execution of this Lease.

THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

PARAGRAPH 1. PAYMENT DATE: That the LESSEE shall pay the rent for said premises at the times and in the manner aforesaid.

PARAGRAPH 2. ASSIGNMENT: That this Lease may be assigned, sublet or sold by the LESSEE with Thirty (30) days prior notice in writing to the Tuscarora Township Board and subject to the approval of said Board.

PARAGRAPH 3. RENEWAL AND EXTENTION: That the LESSEE may at its option, obtain extension of this lease for an additional term of ten (10) years at rental rates to be established as hereinafter provided, on condition that the LESSEE shall give the LESSOR notice in writing to extend, in each case at lease ninety (90) days prior to, but not earlier than one hundred-eighty (180) days before the termination of the original term or any current extension. Rent shall be set by the Tuscarora Township Board, but not to exceed fifty (50) percent increase, and shall be prorated for the remainder of the calendar year.

PARAGRAPH 4. TERM: That notwithstanding any provision of law or any judicial decision to the contrary:

- A. No notice shall be required to terminate the term of this lease on the date specified, and the term hereof shall expire on the date herein mentioned without notice being required from either party, unless renewed under the terms hereof.
- B. In the event that the LESSEE shall remain beyond the expiration date of the term herein, it is the intention of the parties hereto, and it is hereby agreed, that a tenancy from month to month basis shall prevail.

PARAGRAPH 5. UNAUTHORIZED BUSINESS AND REPAIR: That the LESSEE shall not engage in aircraft repair or maintenance except on its own aircraft and in accordance with FAA regulations. LESSEE shall not rent aircraft to the public or offer services or products for sale on the Airport grounds or in connection with this Lease without a written agreement with the Tuscarora Township Board, pursuant with the Airport Rules and Regulations and Amendments thereto. LESSEE shall not permit or use another person to engage in these prohibited acts. LESSEE shall have the option to engage his own certified mechanic to work on his own aircraft in his own hangar, subject to terms of PARAGRAPH 12.

PARAGRAPH 6. BUILDING AND IMPROVEMENTS: That any building(s) as well as any addition(s) or improvements already on the premises, including fixtures, may not be removed by LESSEE either during the term of this lease, or any renewal thereof, or upon termination of this Lease, regardless of the reason for termination unless approved by the Tuscarora Township Board.

PARAGRAPH 7. RELOCATION CLAUSE: That in the event that LESSOR, pursuant to the execution of any established plan of the LESSOR for development of the Airport, needs the land herewith leased for the execution of such plan, then and in that event the LESSOR shall have the right to relocate the premises leased to the LESSEE in substantially equivalent size and, if possible, in comparable location, and the lease shall continue to be in

effect in the new location. The buildings and installations installed on the leased premises by the LESSEE, in that case, shall be moved to the new location and be reinstalled or reconstructed by the LESSOR at the sole expense of the LESSOR. This right to relocate may be exercised by the LESSOR upon thirty (30) days notice in writing to the LESSEE. The right of the LESSOR to take or use the leased premises provided in this Paragraph shall not be deemed to be an exclusive remedy, but shall be cumulative and in addition to any other right or remedy of the LESSOR under the circumstances. In the event such action is taken, temporary storage shall be provided by the Tuscarora Township until relocation is completed, provided such space is available on Airport property. Such relocation shall be at Tuscarora Township expense.

PARAGRAPH 8. CONDEMNATION: That in the event the premises or any part of the area thereof, is taken or condemned for a temporary or permanent public or quasi-public use, LESSEE may, at its option, terminate this Lease and in such event any unearned rent paid in advance shall be returned to LESSEE. Nothing herein contained shall be deemed to prevent LESSEE from recovering any damages sustained by LESSEE due to such taking or condemnation.

PARAGRAPH 9. LANDING FEE: That if the LESSOR be required by any future governmental regulation, or if any contingencies arise in the future whereby the LESSOR or its own authorized agencies adopt a general policy of charging a landing fee, then the LESSEE shall pay such fee as additional rent, provided, however, that other tenants of the LESSOR at the Airport are charged a similar fee.

PARAGRAPH 10. NOTICES: That all notices to be given hereunder by either party shall be in writing and given by personal delivery or Certified mail to the Tuscarora Township Clerk on behalf of LESSOR or to the LESSEE by personal delivery or by Certified Mail to LESSEE'S ADDRESS AS SPECIFIED HEREIN. It shall be LESSEE'S responsibility to notify the Tuscarora Township Clerk in writing of any change of address.

PARAGRAPH 11. TAXES: That the LESSEE shall pay any taxes or special assessments which may be levied upon the building or personal property of the LESSEE. The non-payment of any such taxes or assessments by the LESSEE for ninety (90) days shall be grounds for default of this Lease by LESSOR. It is understood that any buildings on the premises may be taxed to LESSEE as personal property.

PARAGRAPH 12. INDEMNIFICATION: That the LESSEE shall and will at all times hereafter indemnify and save harmless the LESSOR from and against any and all detriment, damages losses, claims, demands, suits, cost or expenses which the LESSOR may suffer, sustain, or be subject to as a result of any

negligent act or omission as well as any intentional or reckless act on the part of the LESSEE, his employees, agents or representatives in connection with the use of the demised premises as aforesaid.

PARAGRAPH 13. EASEMENTS: That the enjoyment and use in common with others of all entrances, exits, approaches and means of entrance and approach, and light and air now existing in favor of the demised premises shall not be interfered with or interrupted by any act of the LESSOR with the specific intent to deprive LESSEE of its rights under this Lease during the term of this Lease, except as herein otherwise provided.

PARAGRAPH 14. INSPECTION: That the LESSOR and/or its duly authorized agents shall have the right of ingress and egress at all times to said premises, including all buildings or appurtenances placed or erected on said premises, for inspection purposes or for any purpose occasioned by emergency. Inspection purposes shall mean to include determining whether any unsafe conditions exist on the premises and/or whether LESSEE is in compliance with the terms of this Lease. LESSEE shall provide LESSOR access to any locked structure on the premises, at time convenient to the LESSEE, unless an emergency exists or within seven (7) days.

PARAGRAPH 15. ENTRY FOR UTILITY PURPOSES: That the LESSOR shall have the right to enter upon the land to maintain, install, repair, renew or remove sewers and underground telephone or telegraph conduits or other installations. The LESSOR agrees to perform any such work with reasonable dispatch and to leave said premises in as good order and conditions as the same were prior to the commencement of work. That no building(s) or structures shall be placed by the LESSEE over any sewers, or underground telephone or telegraph conduits or other installations without the prior written consent of the Tuscarora Township Board.

PARAGRAPH 16. UNLAWFUL OCCUPATION: That the LESSOR represents that the demised premises may be lawfully used by the LESSEE for all of the purposes for which they are hereby leased, and in the event of the enactment or existence of any law, ordinance, rules, ruling or regulation prohibiting the use of said premises for any one or more of the purposes for which they are hereby demised, or if, for any reason other than its own acts, the LESSEE is prevented from using the Airport, then and in that event, at the option of the LESSEE, this Lease shall terminate and all liability hereunder shall cease from and after that date that such prohibition shall become effective, and any unearned rent paid in advance by the LESSEE shall be refunded to the LESSEE.

PARAGRAPH 17. IMPROPER USE: That the LESSEE will not consent to any unlawful use of the demised premises or any other use prohibited by this Lease.

PARAGRAPH 18. QUIET POSSESSION: That the LESSEE, upon the payment of rent and the performance of the aforesaid covenants, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid, subject to rights of ingress and egress by LESSOR or LESSOR'S agents for inspection or emergency purposes, and subject to any other provisions contained herein.

PARAGRAPH 19. CONDITION OF PREMISES: That the LESSEE will keep the exterior of the building constructed by it and the appurtenant ground covered by this Lease in a well-kept, sanitary and tidy condition and the grass mowed, and that the grounds shall be kept reasonably free from weeds, rubbish and other unsightly objects or things.

PARAGRAPH 20. BUILDING REQUIREMENTS: That no building and/or fences shall be erected or altered on the leased premises until the plans and specifications have been submitted to the Tuscarora Township Board for approval, both as to construction and location.

PARAGRAPH 21. SIGNS: That no billboards, posters or signs shall be permitted upon the premises or buildings located thereon excepting such as shall be approved in writing, in advance of construction by the Tuscarora Township Board.

PARAGRAPH 22. NO FUEL OR PUMPS: That the LESSEE shall not engage, in any way, in the sale of oil, gasoline or other motor fuel on said leased premises, or maintain storage of these items or pumps for its own use except that oil and preheater fuel may be stored in an amount not to exceed one (1) year's supply for the aircraft stored. In no case shall external storage exceed five (5) gallons.

PARAGRAPH 23. NON-EXCLUSIVE USE: That this Lease shall be non-exclusive and subordinate to the provision of any existing or future agreement between the LESSOR and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expedition of Federal or State funds for the development of the Airport.

PARAGRAPH 24. MAINTENANCE OF PUBLIC FACILITIES: That the LESSOR reserves the right, but shall not be obligated to the LESSEE, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the LESSEE in this regard.

PARAGRAPH 25. PROTECTION OF APPROACHES: That the LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the LESSEE from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the LESSOR, would limit the usefulness of the airport or constitute a hazard to the Airport.

PARAGRAPH 26. REGULATIONS AND POLICIES: That the grant contained herein is subject to such regulation or curtailment or alteration as may be required by reason of present or future rules and regulations and policies of the LESSOR relative to the use and operation of the airport, provided those rules do not abrogate the provision of this Lease, except Paragraphs 20, 28, 30 and 33. LESSEE shall abide by all present and future rules, regulations and policies of the LESSOR regarding the Airport. It is important for the LESSEE to understand that it must follow present and future rules and regulations regarding the Airport.

PARAGRAPH 27. NON-DISCRIMINATION: The LESSEE for itself, it's personal Representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- A. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds or race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.
- C. That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights of 1964, and as said Regulations may be amended.

PARAGRAPH 28. BINDING PROVISIONS: That the covenants and agreements contained in the foregoing lease are binding upon the parties hereto, and their respective heirs, personal representatives, successors, legal representatives and assigns.

PARAGRAPH 29. SNOW REMOVAL: That the LESSOR shall be responsible for plowing from as close as practical to the LESSEE'S hangar to the nearest normally

plowed area. Proximity to the hangar shall be determined solely by the plow operator. LESSEE agrees that any snow removed by LESSEE or its agent will not be deposited or placed anywhere on the Airport in such manner as to obstruct aircraft, taxiways, runways or aprons, hangars, parking area or other areas of the Airport which are normally plowed. The LESSOR reserves the right to schedule such removal as provided in present and future operation rules and regulations of the Tuscarora Township Airport.

PARAGRAPH 30. DEFAULT: That the LESSOR may deliver notice to the LESSEE, by personal service or by Certified Mail, of any breach of the provisions of this Lease. If the breach is curable and LESSEE fails to cure the breach within ten (10) days from, but not including the date of service, then default shall be deemed to have occurred. If service is made by Certified Mail and the notice is returned "unclaimed" or "undeliverable", then LESSOR may again attempt service by Certified Mail. If the second attempt is returned "unclaimed" or "undeliverable" then service shall be deemed to have occurred on the date that the second notice is returned to LESSOR. If two (2) breaches occur in any thirty-six (36) month period then a default shall be deemed to have occurred. Written notice of default shall be given to LESSEE personally or by Certified Mail. No action by LESSEE including, but not limited to, failure by LESSOR to give notice of a breach of which LESSOR knew, or should have known to exist, shall be deemed an acquiescence to continuation of the breach or a waiver of any of the rights of the LESSOR in this Lease. A default by LESSEE shall entitle LESSOR to:

- A. Re-enter and repossess the premises and structures thereon and to remove personal property of LESSEE, whereupon this Lease shall be deemed terminated, and/or
- B. Exercise its other rights as provided by law, such, as by way of example, but not limitation, summary eviction proceedings and/or lawsuit for unpaid rent.

These remedies are cumulative and LESSOR may select any or all of these remedies as it deems necessary. If LESSOR fails to act upon any breach of which it knew, or should have known, such neglect or omission shall not be deemed any acquiescence of improper conduct. It is specifically agreed that any such neglect or omission by LESSOR shall not deprive LESSOR of any of the rights it has under this Lease and any such conduct shall not change the terms of this Lease by virtue of any such conduct or by implication. If LESSEE defaults and this Lease is terminated, LESSEE shall be responsible for lost rent which would have been paid over the remaining term of this Lease (excluding all unused, potential renewals). LESSOR shall attempt to mitigate its damages.

PARAGRAPH 31. SEVERABILITY: That if any provision of this Lease shall be deemed

invalid by a court, then only that invalid provision shall be stricken from this Lease, with all other provisions remaining in full force and effect.

PARAGRAPH 32. MODIFICATION: That the terms of this Lease may be changed only by written consent of the parties hereto.

PARAGRAPH 33. AIRCRAFT OWNERSHIP AND OCCUPANCY: That the leased premises may only be used to hangar aircraft owned or leased by the LESSEE, or other means of transportation when LESSEE is using said aircraft. The premises may be used for no other purpose except permitted by this Lease or by Airport rules and regulations. On demand, the LESSEE shall present to LESSOR documents of title regarding ownership of aircraft or proof of a private rental agreement for the aircraft. Any unused portion of the hangar may be used to store personal property of the LESSEE.

LESSEE

John C. Leppien

STATE OF MICHIGAN)
COUNTY OF GRATIOT) ss

Before me, a Notary Public in and for

The State of MICHIGAN

and County of GRATIOT

personally appeared _____

JOHN C. LEPIEN

who acknowledged that he did sign the
foregoing Private Hangar Lease in the
capacity as LESSEE.

Sworn to before me and subscribed in
my presence this 20th day of

DECEMBER, 2011

Ray A. W. Dyer
Notary Public

My commission expires on the 12th

day of AUGUST, 2017.

LESSOR: TUSCARORA TOWNSHIP

By:

[Signature]
Supervisor, Township of Tuscarora

By:

[Signature]
Clerk, Township of Tuscarora

State of Michigan)
County of Cheboygan) ss

Before me, a Notary Public in and for
the State of Michigan and County of
Cheboygan, personally appeared

Michael Ridley and
Susan L. Fisher

Who acknowledged that they are the
Supervisor and Clerk, respectively,
of the Township of Tuscarora, and
that they executed the foregoing
Private Hangar Lease pursuant to the
resolution of the Tuscarora Township
Board.

Sworn to before me and subscribed in
my presence this 29th day of

December, 2011

[Signature]
Notary Public Babbar Balazovi
My commission expires the 93th
of September, 2011

Township: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Tuscarora Township, Cheboygan County
3546 S. Straits Hwy., PO Box 220
Indian River, MI 49749
Phone: 231-238-0970

Denial Appeal

FOIA Appeal Form—To Appeal a Denial of Records
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ **Date Received:** _____ **Check if received via:** Email ☐ Fax ☐
Other Electronic Method ☐
Date of This Notice: _____ **Date delivered to junk/spam folder:** _____

Name	Beth Henderson	Phone	734 721 1362
Firm/Organization		Fax	
Street	6585 South Ave	Email	eehenderson79@gmail.com
City	Indian River	State	MI Zip 49749

(Please Print or Type)

Date discovered in junk/spam folder: _____

Request for: Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record ☐
issued on regular basis ☐
Delivery Method: Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☐
Email to address above ☐
Deliver on digital media provided by the township: ☐

Record(s) You Requested: (Listed here or see attached copy of original request)

Once the email was read by Janet Vance at the meeting on 6/29/2023 in regards to Short Term Rentals, I'm pretty sure that this voids the attorney-client privilege. So again I'm requesting the correspondence between the Attorney and Tuscarora Township officials in the matter of Short Term Rentals.

Reason(s) for Appeal:

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets:

Requestor's Signature:

Beth Henderson

Date: 7-10-2023

Township Response:

The township must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

Township Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until _____ (month, day, year). Only one extension may be taken per FOIA appeal.
Unusual circumstances warranting extension: _____

If you have any questions regarding this extension, contact: _____



Ms. Beth Henderson
6585 South Ave
Indian River, MI 49749

RE: FOIA Appeal

Ms. Henderson:

In regard to your appeal, see attached redacted opinion letter. Page 3 provides the information you are seeking on short-term rentals. Trustee Vance's reference to the opinion letter waived privilege only as to this topic. There were several other unrelated topics addressed in the opinion letter to which attorney-client privilege still applies. As a result, those portions of the opinion letter are exempt from disclosure under FOIA. See MCL 15.243(1)(g).

With this production, I believe your appeal has been resolved. If you agree, please confirm in writing that you are withdrawing your appeal since I have produced the document requested. Alternatively, if you wish to proceed with your appeal, it has to must go to the Board at the August 1 regular meeting. The Board is not deemed to have received the appeal until that August regular meeting per the Tuscarora Township Policies (Chpt. 6.9, Sec. 8) and the FOIA (MCL 15.240(3)). Should you have any questions, please do not hesitate to contact me.

Sincerely,

Robert A. Kramer
Township Supervisor

Enclosure

Township: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Tuscarora Township, Cheboygan County
3546 S. Straits Highway, PO Box 220
Indian River, MI 49749
Phone: 231-238-0970

Denial Form

Notice of Denial of FOIA Request

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: 20230706 Date Received: 7/6/2023 Check if received via: ☐ Email ☐ Fax ☒ Other
Electronic Method
Date of This Notice: July 7, 2023 Date delivered to junk/spam folder: _____

Name Beth Henderson	Phone 231-721-1362
Firm/Organization	Fax
Street 6585 South Avenue	Email
City Indian River	State MI Zip 49749

(Please Print or Type)

Request for: ☒ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis

Date discovered in junk/spam folder: _____

Delivery Method: ☒ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☐ Email to address above
☐ Deliver on digital media provided by the township: _____

Record(s) You Requested: (Listed here or see attached copy of original request) _____ See attached _____

☐ All OR ☒ Part of your request for records has been denied. Please refer to this form for an explanation. If you have any questions regarding this denial, contact Bob Kramer, FOIA Coordinator at 231-238-0970

Partial Denial: Estimated Time Frame to Respond: _____ (days or date). The time frame estimate is nonbinding upon the township, but the township is providing the estimate in good faith. Providing an estimated time frame does not relieve a public body from any of the other requirements of this act.

Reason for Denial:

☒ 1. Exempt from Disclosure: This item is exempt from disclosure under FOIA Section 13, Subsection (1) (g) because: Information or records subject to the attorney-client privilege per Michigan Compiled Law MCL 15.243(1)(g).

☐ 2. Record Does Not Exist: This item does not exist under the name provided in your request or by another name reasonably known to the township. A certificate that the public record does not exist under the name given is attached. If you believe this record does exist, provide a description that will enable us to locate the record: _____

☐ 3. Redaction: A portion of the requested record had to be separated or deleted (redacted) as it is exempt under FOIA Section 13, Subsection _____ (insert number), because: _____

A brief description of the information that had to be separated or deleted: _____

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the township board or to commence an action in the Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that the township has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator:



Date:

July 7, 2023

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240 Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015

Township: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Tuscarora Township, Cheboygan County
3546 S. Straits Highway, PO Box 220
Indian River, MI 49749
Phone: 231-238-0970

Request Form
Note: Requestors are not required to use this form. The township may complete one for recordkeeping if not used.

FOIA Request for Public Records

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ **Date Received:** _____ **Check if received via:** Email ☐ Fax ☐
Other Electronic Method ☐

Date delivered to junk/spam folder: _____

Name <u>Beth Henderson</u>	Phone <u>734 721 1362</u>
Firm/Organization	Fax
Street <u>6585 South Ave</u>	Email <u>eehenderson79@gmail.com</u>
City <u>Indian River</u>	State <u>MI</u> Zip <u>49749</u>

(Please Print or Type)

Date discovered in junk/spam folder: _____

Request for: ☒ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record
issued on regular basis

Delivery Method: ☒ Will pick up ☐ Will make own copies onsite ☐ Mail to address above
Email to address above ☐
Deliver on digital media provided by the township: _____

Note: The township is not required to provide records in a digital format or on digital media if the township does not already have the technological capability to do so.

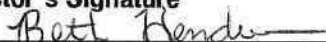
Describe the public record(s) as specifically as possible . You may use this form or attach additional sheets:

Please provide a copy of the all correspondence between Attorney Matt Cross and Tuscarora Township employees (especially the email Janet Vance read/referenced at the meeting on 6/29/2023) in regards to short term rentals (STRs).
I would also like you to provide me any documentation that Cheboygan County has sent to the township in the matter of Short Term Rentals.

Consent to Non-Statutory Extension of Township's Response Time

I have requested a copy of records or a subscription to records or the opportunity to inspect records, pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq. I understand that the township must respond to this request within five (5) business days after receiving it, and that response may include taking a 10-business day extension. However, I hereby agree and stipulate to extend the township's response time for this request until: (month, day, year).

Requestor's Signature



Date

7-6-2023

Records Located on Website

(Complete both)

If the township directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact (separate exempt information from non-exempt information).

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the township must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, the township must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If the township has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the township must provide the public records in the specified format (if the township has the technological capability) but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

Request for Copies/Duplication of Records on Township Website

I hereby stipulate that, even if some or all of the records are located on a township website, I am requesting that the township make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature

Date

Overtime Labor Costs

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

Consent to Overtime Labor Costs

I hereby agree and stipulate to the township using overtime wages in calculating the following labor costs as itemized in the following categories:

- | | | | |
|---|--------------------|---------------------|--------------|
| 1. Labor to copy/duplicate labor to redact | 2. Labor to locate | 3a. Labor to redact | 3b. Contract |
| 6b. Labor to copy/duplicate records already on township's website | | | |

Requestor's Signature

Date

Request for Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge** for the first \$ 20.00 of the fee for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year,
- (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use:

Affidavit Received

Eligible for Discount

Ineligible for

Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request:

Date:

Requestor's Signature:



AGENDA ITEM

DATE OF MEETING: August 1, 2023

TITLE: Fireworks Dates, Fundraising, assign non-statutory responsibilities

SUMMARY: Set 2024 Firework Dates, etc.

FINANCIAL IMPACT: None

MOTION: TBD

PREPARED BY: Supervisor

DEPT/BOARD/COMMISSION: Board of Trustees

ATTACHMENTS:



AGENDA ITEM

DATE: 8-1-2023

TITLE: - Budget Adjustments --- Expense Transfers

SUMMARY: Allocation of Insurance costs from Township account to other Funds for Liability and Workman's Compensation

FINANCIAL IMPACT: Liability (\$31,589.00) and Workman's Comp (\$19,228.00) approved at special meeting, now we allocating to individual departments.

RECOMMENDATION:

Motion to approve the **Liability Insurance expense transfer** from the Township fund to the Township, Police, Library, Parks, and Sewer Funds as specified (attached sheet).

Motion to approve the **Workman's Comp Insurance expense transfer** from the Township fund to Township, Police, Parks, Assessor, and Library funds as specified (attached sheet).

PREPARED BY: J. Reidsma

DEPT/BOARD/COMMISSION: Clerk

ATTACHMENTS: NONE

BUDGET TRANSFER/REVISION REQUEST FORM

SOURCE OF FUNDING <input type="checkbox"/> Existing budget appropriation <input type="checkbox"/> Grant, donation, fees <input checked="" type="checkbox"/> Other <u>Journal entry for workman's comp spread</u>		TYPE OF TRANSFER <input type="checkbox"/> Within a Cost Center <input type="checkbox"/> Between Cost Centers <input type="checkbox"/> Between Funds		REASON FOR REQUEST to move expense from twp that belong to other departments for workman's comp for 2023-2024 fiscal year TOTAL COST = 19,228.00
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	DESCRIPTION	FUND	ACTIVITY/ACCOUNT	AMOUNT	
				INCREASE	DECREASE
1	Township Workman's Comp acct		101-101-937.00		19,096.14
2	Police Workman's Comp acct		207-301-937.00	16,192.68	
3	Pool Acct		207-000-001.02		16,192.68
4	Parks Workman's Comp		101-751-937.00	2,264.61	
5	Assessor Workman's Comp		101-257-937.00	582.22	
6	Library Workman's Comp		271-796-937.00	56.63	
7	Pool Acct		271-000-001.02		56.63
8	Pool Acct to create final balance		101-000-001.02	16,249.31	
9	of debits to credits				
10				35,345.45	35,345.45

NOTES: Please round to nearest hundreds
Increases must equal decreases

Division requesting change

1 _____
Budget Responsible Manager Date

2 _____
Requestor Date

The above information has been reviewed, is complete and accurate, and the appropriations and/or unappropriated funds are adequate to support this request.

Finance Division Action:

Clerk Signature _____ Date _____

Township Board Action

Approved ☐ Meeting date _____

Not Approved ☐

Not Required ☐

TUSCARORA TOWNSHIP OF CHEBOYGAN COUNTY - 381812031
 3546 S STRAITS HIGHWAY
 INDIAN RIVER, MI 49749

Coverage

LOC.	CLASSIFICATIONS	CODE NO	PREM BASIS ESTIMATED REMUNERATION	RATE PER \$100	ESTIMATED ANNUAL PREMIUM
	STATE: Michigan				
1	CLERICAL OFFICE EMPLOYEE	8810	195,961	0.1500	\$294
1	CEMETERY OPERATIONS	9220	0	5.0700	\$0
1	MUNICIPAL, TWP, COUNTY OR STATE EMP NOC	9410	66,788	1.3700	\$915
1	POLICE OFFICERS	7720	508,959	5	\$25,448
1	JANITORIAL OPERATIONS & CUSTODIAL CARE	9015	0	3.8900	\$0
1	LAWN MAINTENANCE-SPECIALIST CONTRACTOR	9102	114,811	3.1000	\$3,559
1	PUBLIC LIBRARY OR MUSEUM	8810	0	0.1500	\$0
	Total Manual Premium				\$30,216
	Total Subject Premium				\$30,216
	Experience Modifier	9898	30,216	0.8000	(\$6,043)
	Total Modified Premium				\$24,173
	Group Program Credit	9138	24,173	0.9500	(\$1,209)
	Renewal Credit	9034	22,964	0.0400	(\$919)
	Express Claim Service Credit	9880	22,045	0.0100	(\$220)
	Managed Care Credit	9880	21,825	0.0100	(\$218)
	Schedule Rating Credit	9887	21,607	0.9300	(\$1,512)
	Total Standard Premium				\$20,095
	Premium Discount	0063	20,095	0.9312	(\$1,383)
	Expense Constant	0900	1	250	\$250
	Terrorism Premium	9740	886,519	0.0200	\$177
	Catastrophe Premium	9741	886,519	0.0100	\$89
	Estimated Annual Premium				\$19,228
	Other Premium and Surcharges				
	Total Amount Due				\$19,228

Total Estimated Annual Premium **\$19,228**

Additional Coverages

Forms

State:	Form Number	Form Description
MI	WC 00 00 01 A	Information Page - AF CW
MI	WC 00 00 00 C	Workers Compensation and Employers Liability Insurance Policy
MI	WC 00 04 04	Pending Rate Change Endorsement
MI	WC 00 04 19 A	Part Five - Premium Amendatory Endorsement
MI	WC 00 04 21 F	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

BUDGET TRANSFER/REVISION REQUEST FORM

SOURCE OF FUNDING <input type="checkbox"/> Existing budget appropriation <input type="checkbox"/> Grant, donation, fees <input checked="" type="checkbox"/> Other <u>Journal entry for liability insurance</u>	TYPE OF TRANSFER <input type="checkbox"/> Within a Cost Center <input type="checkbox"/> Between Cost Centers <input type="checkbox"/> Between Funds	REASON FOR REQUEST to move liability expense from twp to correct dept. for the 2023-2024 fiscal year TOTAL PAID \$31,589.00
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		DESCRIPTION	FUND	ACTIVITY/ACCOUNT	AMOUNT	
					INCREASE	DECREASE
1		Township Liability Acct		101-101-935.00		28,112.59
2		Library Liability		271-790-935.00	1,425.81	
3		Pool Acct		271-000-001.02		1,425.81
4		Police Liability Acct		207-301-935.00	21,410.93	
5		Pool Acct		207-000-001.02		21,410.93
6		Parks Liability Acct		101-751-935.00	2,886.85	
7		Sewers Liability Acct		590-536-935.00	2,389.00	
8		Pool Acct		590-000-001.02		2,389.00
9		Pool Acct to create final balance of		101-000-001.02	25,225.74	
10		debits to credits			53,338.33	53,338.33

NOTES: Please round to nearest hundreds Increases must equal decreases Division requesting change 1 _____ Budget Responsible Manager Date 2 _____ Requestor Date The above information has been reviewed, is complete and accurate, and the appropriations and/or unappropriated funds are adequate to support this request.	Finance Division Action: Clerk Signature _____ Date _____ Township Board Action <div style="display: flex; justify-content: space-between;"> Approved <input type="checkbox"/> Meeting date _____ </div> <div style="display: flex; justify-content: space-between;"> Not Approved <input type="checkbox"/> </div> <div style="display: flex; justify-content: space-between;"> Not Required <input type="checkbox"/> </div>
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#340
Municipal Underwriters of Michigan, Inc.
PO Box 400
Houghton Lake, MI 48629
(800) 241-8398
adamg@muminc.net
www.muminc.net

Received

JUL - 6 2023 *cy*

Tuscarora Township

101-101-935-00

BILL TO

Tuscarora Township
P.O. Box 220
Indian River, MI 49749

INVOICE 15543

DATE 06/18/2023

DUE DATE 07/18/2023

POLICY NUMBER
M23MTP80889-04

EFFECTIVE DATE
07/01/2023

EXPIRATION DATE
07/01/2024

DATE	ACTIVITY	AMOUNT
	MIPP Municipal Package Policy - Renewal	
	*	2,883.00
	Property	
	*	1,331.00
	Equipment	
	*	127.00
	EDP	
	*	4,593.00
	General Liability	
	*	2,788.00
	Police Professional Liability	
	*	1,449.00
	Wrongful Acts Liability	
	*	7,486.00
	Auto Liability	
	*	8,543.00
	Auto Physical Damage	
	*	2,389.00
	Sanitary Sewer System	

Please visit us at www.muminc.net where you can find helpful links and claim submission information.

[Signature]
TOTAL DUE

\$31,589.00

[Signature]

You are a valued customer and we appreciate your business. Please contact us if you have any questions or concerns. We are here for you.

35% increase