

**OSCODA TOWNSHIP
REGULAR BOARD MEETING
AGENDA & NOTICE**

January 24, 2022 - 7:00 P.M.

SHORELINE PLAYERS

6000 N. Skeel Ave.

Oscoda, MI 48750

(989)739-3586

Watch Virtual:

<https://us02web.zoom.us/j/82935165000>

Call-in: (929)205-6099 Meeting ID: 829 3516 5000

Posted Date: January 21, 2022

Press Notification Date: January 21, 2022

Posted by: Tammy Kline

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA ADDITIONS:

PUBLIC COMMENTS:

CONSENT AGENDA:

Approval of Minutes:

1. Regular Meeting Minutes – January 10, 2022

Finance:

1. Payment of Bills (Oscoda Township) – Total - \$170,369.67
 - a. Prepaid – January 18, 2022 - \$157,575.33
 - b. Check Run – January 25, 2022 - \$12,794.34
 - c. Investments Report December 2021

SUB COMMITTEE REPORTS AND PROJECT UPDATES: (As Available)

1. Engineering Report
2. Economic Improvement Director Report

SUPERINTENDENT'S REPORT ----- Kline

1. Fire Department Checking Account Name Change
2. Trademark Attorney Request
3. Phase 3 Meter Replacement Proposal
4. Property Purchase Request – Kings Corner Rd
5. Ausable Hardware Property Donation
6. Pump Station Pay Application No. 2
7. Phase 4 Pay Application No. 6
8. Oscoda Township Property – Parcel #021-R30-000-013-00 Placeholder

RESOLUTIONS:

1. Resolution No. 2022-02: Declaring Surplus Property and Approving Sale Thereof – Aune Medical Complex
2. Section 4.13 Street Frontage Regulating Plan Zoning District and Map

OTHER:

1. Lake Management Services Recommendation
2. Band Shell Use Request – Cardio Drumming
3. Lab Equipment Proposal
4. Huron East Knothole Agreement
5. AYSO Agreement
6. Harbor House Ad

PUBLIC COMMENTS:**BOARD COMMENTS:****INFORMATIONAL:**

1. Friends of the Library Annual Report 2021
2. Citizen Correspondence
3. Oscoda Township O&M Report
4. Landowner Environmental & Economic Workshop
5. Property Disposition

Disclaimer of Electronic Meeting of the Township Board of Trustees:

Members of the public may participate in the meeting electronically using the Zoom Information provided on the top of this Agenda Notice (link, call-in number, and meeting ID). The public may contact members of the Oscoda Township Board of Trustees by using the link to the Township's website to obtain contact information or may contact Township Hall by calling 989-739-3211

https://oscodatownshipmi.gov/government_departments/boards_and_commissions/township_board_of_trustees/index.php

There is a public comment period during the meeting. People that have joined the meeting via the Internet can indicate that they want to speak during public comment using the "raise your hand" function; or they can type their comments in the chat function. Those that have joined by phone will be called upon to see if they have a public comment. The Charter Township of Oscoda Board of Trustees will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon a seven-day notice to the Oscoda Township Board by writing or calling the following: Township Clerk, Oscoda Township Hall, 110 South State Street, Oscoda, Michigan 48750, 989-739-3211 Ext.220.



Charter Township of Oscoda
110 South State Street
Oscoda, Michigan 48750
Office of Supervisor: (989)739-3211
Office of Clerk: (989)739-4971
Office of Treasurer: (989)739-7471
Office of Superintendent: (989)739-8299
Fax: (989)739-3344

Regular Board Meeting Minutes January 10, 2022

Call to Order – Ms. Richards called the meeting to order at 7:01 p.m. The meeting was held at SHORELINE PLAYERS 6000 N. Skeel Ave. Oscoda, MI 48750 and virtually at web address: <https://us02web.zoom.us/j/87216964600> Call-in: (929)205-6099 Meeting ID: 872 1696 4600

PLEDGE OF ALLEGIANCE

Roll Call – Board Members Present: [Mr. Spencer, Ms. McGuire, Mr. Sutton, Mr. Palmer, Mr. Cummings, Mr. Wusterbarth, Ms. Richards.]

Board Members Absent:

Others Present: [Ms. Kline.] , Mr. Dickerson, Mr. Freeman, Ms. Vallette

Additions –None

PUBLIC HEARING: Oscoda Township Parks and Recreation Plan

Open Public Hearing – Mr. Palmer supported a motion by Ms. McGuire to approve *opening the public hearing for the Parks and Recreation Plan.*

ALL YEAS:

MOTION CARRIED

Public Hearing

Ms. McGuire: Questions as to why Furtaw Field is not in the Parks and Recreation Plan?

Ms. Vallette: Furtaw was intended for commercial development. The township acquired the field to make space for future development.

Ms. Slaggert: I reviewed your parks and recreation plan and I find it exciting. The only issue I had was with the sample questionnaire of just over 300 people. A sample is

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supposed to be 15% of the population. The proceeds from the sale of the community center were supposed to be earmarked for a future community center.

Ms. Wusterbarth: I participated in the development of the parks and recreation plan until spring of this year. I was nervous of the February 1st, 2022 deadline and would like to see the Parks and Recreation planning start earlier in the year next time. They did include my concerns with PFA's at Ratliff Park, but I did not see a shower in the future for the park. We do have a great economic opportunity with our snowmobile trails.

Mr. Tasior: The Parks and Recreation Master Plan is just that, a plan. A plan is nothing if we do not act on the plans. I think last time we did not get the support that we needed to roll out the plan. We are supposed to look at the goals and start action committees to work on the plans. We need to look at what it cost's and find the money to bring the plans to fruition.

Ms. Wusterbarth: Can anyone define what hurts our ability to include Furtaw Field? A big difference in this plan is that it has accountability and dates to ensure that it is worked on.

Ms. Kirtch: Could not understand what was being said.

Jackie: I've heard everything, and I am on the phone. Everything is running great on my end.

Mr. LaPorte: Had no issues with the meeting either.

Mr. Holland: Just want to point out one last time the comment of the board and Mr. Tasior. If we are approaching our plan with the thought that we can change it, we will create issues with funding. Everybody does have the ability to participate in these public meetings. If it is Furtaw, then it's Furtaw. If it has to go, then it has to go.

Mr. Tasior: The Parks and Recreation plan is a process that was taken on by the planning commission. We went through the entire plan line by line. There were many chances to participate. We have had two public hearings and our now recommending to the board to adopt the Parks and Recreation Plan. This did not happen on a whim as there was a lot of time put into this plan.

Ms. Kirch: Upset about Furtaw Field.

Mr. LaPorte: When I called in it gave the option to join by phone or Wi-Fi.

David: I just went to your township website and clicked on the link, and it took me right in.

Ms. Brown: I just wanted to let you know that I am on by call and internet, and it is working great. I reviewed the plan and would like to thank everyone for their hard work on this.

Close Public Hearing – Mr. Wusterbarth supported a motion by Ms. McGuire to approve *to close the public hearing*.

ALL YEAS:

MOTION CARRIED

Public Comment –

Mr. Holland: FOIA procedures and guidelines. People are out there on the using our trademark. I would like a call tomorrow with the information that I want through FOIA.

Rick K.: I think people were logging into the MICTV on just viewing. I was at all three meetings pertaining to Furtaw Field and I am wondering if Todd discussed with the board what he learned in those meetings. If it was supposed to be for commercial development, why was it said that it could be a mixed use. I believe most of the town do not want it to be used as anything more than what it has been.

Consent Agenda – Ms. McGuire supported a motion by Mr. Cummings to approve Closed Session Meeting Minutes – December 13, 2021, Regular Meeting Minutes – December 13, 2021 with correction presented, and Special Meeting Minutes – December 21, 2021 with corrections presented, 1. Payment of Bills (Oscoda Township) – Total - \$409,361.54 a. Prepaid – December 16, 2021 - \$32,910.00, b. Prepaid – December 17, 2021 - \$270.66, c. Prepaid – December 21, 2021- \$259,692.34, d. Prepaid – December 22, 2021 - \$35,682.77, e. Prepaid – December 23, 2021 - \$72.71, f. Prepaid – January 4, 2022 - \$52,844.63, g. Prepaid – January 5, 2022 - \$7,840.56, and h. Check Run – January 11, 2022 - \$20,047.87
ALL YEAS:

MOTION CARRIED

SUB COMMITTEE REPORTS AND PROJECT UPDATES: (As Available)

SUPERINTENDENT REPORTS:

John Henry Invoices – Ms. McGuire supported a motion by Mr. Palmer to approve *the 2 invoices for emergency repairs made by John Henry in the amount of \$13,875.00 for the Water Main Break and \$11,835.00 for the Water Gate valve replacement. To be paid from 591-000-890.000. (Water Fund Contingency)*

ALL YEAS:

MOTION CARRIED

Trademark Attorney Request – Mr. Cummings supported a motion by Mr. Spencer to approve *to seek out and proposals a trademark attorney that deals directly with Michigan law.*

ALL YEAS:

MOTION CARRIED

Rowe Invoice #0101421 – Mr. Sutton supported a motion by Ms. Richards to approve *paying Invoice # 0101421 in the amount of \$11,130.00 from FUND 591-000-821-000.*

ALL YEAS:

MOTION CARRIED

Rowe Invoice #101428 – Ms. McGuire supported a motion by Mr. Sutton to approve *paying Invoice # 101428 in the amount of \$477.50 from FUND 101-751-880-572.*

ALL YEAS:

MOTION CARRIED

Rowe Invoice #0101424 – Mr. Sutton supported a motion by Ms. Richards to approve *paying Invoice # 0101424 in the amount of \$33,218.75 from DWRF Checking.*

ALL YEAS:

MOTION CARRIED

Rowe Invoice #0101423 – Ms. McGuire supported a motion by Ms. Richards to approve *paying Invoice # 0101423 in the amount of \$13,613.75 from DWRF Checking.*

ALL YEAS:

MOTION CARRIED

Rowe Invoice #0101422 – Mr. Wusterbarth supported a motion by Ms. McGuire to approve *paying Invoice # 0101422 in the amount of \$12,850.00 from CWSRF Checking.*

ALL YEAS:

MOTION CARRIED

OSCODA TOWNSHIP PROPERTY – PARCEL #021-R30-000-013-00 – Mr. Spencer supported a motion by Ms. McGuire to postpone *the Superintendent, and designated staff, to pursue a zoning change for Oscoda Township owned parcel #021-R30-000-013-00 to residential designation to collect more information for the cemetery expansion as needed.*

YEAS: Mr. Spencer, Ms. McGuire, Mr. Sutton, Mr. Cummings, Mr. Wusterbarth, Ms. Richards
NAYS: Mr. Palmer

MOTION CARRIED

RESOLUTIONS

Section 7.3 Site Plan Review Process – Mr. Sutton supported a motion by Mr. Palmer to approve *the re-write Section 7.3 Site Plan Review Process as submitted.*

ALL YEAS:

MOTION CARRIED

Resolution 2022-01 Charter Township of Oscoda Parks and Recreation Plan – Ms. McGuire supported a motion by Mr. Spencer to approve *Resolution 2022-01 Charter Township of Oscoda Parks and Recreation Plan as presented.*

ALL YEAS:

MOTION CARRIED

OTHER

Assistant Librarian Resignation – Mr. Cummings supported a motion by Mr. Spencer to accept the resignation of Rose Mary Nentwig as Assistant Librarian effective 12-31-2021 with regrets.

ALL YEAS:

MOTION CARRIED

Assistant Librarian Hire and approve additional hours for librarian – Mr. Cummings supported a motion by Mr. Palmer to accept the hiring another Assistant Librarian at 15 hours a week and approving to increase the other part time employees to 25 hrs.

ALL YEAS:

MOTION CARRIED

Township Board 2022 Master Plan and Goals Sub Committee Appointee Mr.

Spencer supported a motion by Ms. Richards to approve *Ms. McGuire to the Township Board 2022 Master Plan and Goals Sub Committee*.

ALL YEAS:

MOTION CARRIED

Rockfest Land Use Request – Ms. McGuire supported a motion by Mr. Spencer to approve *reserving The Veterans Memorial Park and FurtawField for Rockfest as submitted*.

ALL YEAS:

MOTION CARRIED

Annual Meeting of the Boards Work Session Scheduling – Discussion on scheduling meeting in the beginning of March and sending out a doodle pole for availability.

Public Comment –

Ms. Wusterbarth: We need the outdoor shower at Ken Ratliff Park.

Mr. Holland: Happy New Year Everybody. I commend Cathy on speaking out about her passion. When it came up you processed it instead of tasking it. Cemeteries are to be in forestry.

Ms. Kirch: Sorry for my outburst. Like Lary said we need to work together. It's sad that we are losing Paul Bunyan Park. We are going to have a Todd Dickerson Conversation on the next agenda.

Rick Koenig: It's frustrating to get no answers from the board in public comment.

Ms. Rauch: We come on here and say things and we just get passed over. I don't know how to get answers. Old business should be discussed at each meeting.

Board and Staff Comments –

Mr. Wusterbarth- Glad to be in person.

Mr. Cummings-

Mr. Spencer-

Mr. Palmer-

Ms. Richards- Thank you to the crew for getting this all set up. We will continue to be as transparent as possible by continuing to have Zoom available now that we are in person. Thumbs up on getting it done for our meeting tonight. In regard to the shower, I didn't feel the need to act tonight based on the information provided by the planning commission representative about ability to make additions to the plan.

Oscoda Township Regular Board Meeting Minutes

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Ms. McGuire-
Mr. Sutton-

Adjourn – Ms. Richards made a motion to adjourn at 09:18 p.m.

Ann Richards
Supervisor
Charter Township of Oscoda

Joshua Sutton
Clerk
Charter Township of Oscoda

Disclaimer of Electronic Meeting of the Township Board of Trustees:

In accordance with Senate Bill 1108, the Oscoda Township Board is meeting electronically to maintain compliance with the Emergency Order issued by MDHHS on Friday 2 October (referencing MCL 333.2253) restricting gathering sizes. Members of the public may participate in the meeting electronically using the Zoom Information provided on the top of this Agenda Notice (link, call-in number, meeting ID, and passcode). The public may contact members of the Oscoda Township Board of Trustees by using the link to the Township's website to obtain contact information or may contact Township Hall by calling 989-739-3211:

https://www.oscodatownshipmi.gov/1/322/board_of_trustees.asp

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP
EXP CHECK RUN DATES 01/18/2022 - 01/18/2022
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 171 SUPERVISOR					
101-171-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	87.18
Total For Dept 171 SUPERVISOR					87.18
Dept 172 SUPERINTENDENT					
101-172-726.000	AMAZON CAPITAL SERVICES	COMPUTER SUPPLIES	11165717583385813	01/31/22	191.29
101-172-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	220192	01/29/22	3.88
101-172-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS DECEMBER 2021	5018188801	01/31/22	22.50
101-172-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	321.28
101-172-890.000	ASCENSION ST JOSEPH'S HOSPITAL	PRE-PLACEMENT DRUG SCREEN MORGAN	11212021	01/31/22	48.00
Total For Dept 172 SUPERINTENDENT					586.95
Dept 215 CLERK					
101-215-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	220192	01/29/22	4.62
101-215-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS DECEMBER 2021	5018188801	01/31/22	22.50
101-215-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	174.36
Total For Dept 215 CLERK					201.48
Dept 250 LAKEFRONT DISTRICT					
101-250-801.000	MISSION NORTH LLC	TAX ABATEMENT POLICY	210915	01/31/22	1,045.00
Total For Dept 250 LAKEFRONT DISTRICT					1,045.00
Dept 253 TREASURER					
101-253-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	220192	01/29/22	18.45
101-253-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS DECEMBER 2021	5018188801	01/31/22	159.45
101-253-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	321.28
Total For Dept 253 TREASURER					499.18
Dept 257 ASSESSOR					
101-257-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	220192	01/29/22	50.25
101-257-726.000	QUILL CORPORATION	QUILL ASSESSOR	22135262	01/31/22	62.95
101-257-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS DECEMBER 2021	5018188801	01/31/22	178.47
101-257-801.100	NORTHERN ASSESSING CONSULTANTS	ASSESSING SERVICES FOR DECEMBER	9053088	01/31/22	13,708.37
101-257-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	261.54
Total For Dept 257 ASSESSOR					14,261.58
Dept 262 ELECTIONS					
101-262-801.000	ELECTION SOURCE	EQUIPMENT TESTING	214349	01/31/22	1,740.00
Total For Dept 262 ELECTIONS					1,740.00
Dept 265 TOWNSHIP HALL & GROUNDS					
101-265-853.000	SPECTRUM BUSINESS	4221 PERIMETER RD	Multiple	01/23/22	115.86
101-265-921.000	CONSUMERS ENERGY	110 S STATE ST	10001893468501182	01/25/22	1,228.42
101-265-922.000	DTE ENERGY	110 S STATE ST	91002076578001182	01/24/22	1,292.59
101-265-923.000	OSCODA WATER & SEWER	110 S STATE ST	13745	01/25/22	137.45
Total For Dept 265 TOWNSHIP HALL & GROUNDS					2,774.32
Dept 299 UNALLOCATED					
101-299-726.200	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	220192	01/29/22	95.01
101-299-726.200	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS DECEMBER 2021	5018188801	01/31/22	291.26
101-299-801.000	MICH BUSINESS & PROFESSIONAL ASSN	COBRA JANUARY 2022	42239	01/31/22	30.00
101-299-801.000	THE MICHIGAN ASSESSOR	ADVERTISEMENT MI ASSESSORS ASSOCIATION OCT	7361021	02/04/22	150.00
101-299-826.000	FREEL LAW	ATTORNEY FEES DECEMBER 2021	3383	01/31/22	4,661.25
101-299-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	137.08
101-299-880.000	AMAZON CAPITAL SERVICES	TABLE SKIRTS SHORELINE BOARD MEETINGS	113LP4GVG7N6	02/07/22	175.18

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP
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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED					
Dept 299 UNALLOCATED					
101-299-890.000	IOSCO NEWS PRESS PUB CO	ADVERTISING INVOICES MEETING & BUDGET	303643079	01/31/22	367.50
101-299-926.000	CONSUMERS ENERGY	48750 LED LIGHT RD	10303465933601182	01/25/22	26.57
Total For Dept 299 UNALLOCATED					5,933.85
Dept 336 FIRE DEPARTMENT					
101-336-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	186.90
101-336-956.000	ASCENSION ST JOSEPH'S HOSPITAL	PRE-EMPLOYMENT PHYSICAL BIRKENBACH	1437233426	01/28/22	100.00
Total For Dept 336 FIRE DEPARTMENT					286.90
Dept 722 ZONING & PLANNING					
101-722-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	220192	01/29/22	2.42
101-722-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS DECEMBER 2021	5018188801	01/31/22	45.00
101-722-801.000	MUNICIPAL CODE CORPORATION	ONLINE CODE HOSTING 1/1/22 TO 12/31/22	00368536	02/04/22	300.00
101-722-826.000	FREEL LAW	ATTORNEY FEES DECEMBER 2021	3383	01/31/22	552.75
101-722-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	174.36
101-722-900.000	IOSCO NEWS PRESS PUB CO	PARKS AND REC PUBLIC HEARING ADS	3646398	01/31/22	269.50
101-722-980.000	QUILL CORPORATION	STORAGE TOTES FOR BLUE PRINTS IN STORAGE	21879622	01/31/22	268.96
Total For Dept 722 ZONING & PLANNING					1,612.99
Dept 751 PARKS & RECREATION					
101-751-761.000	WILLIAM HAMLIN	REIMBURSEMENT FOR CLOTHING ALLOWANCE 2021	W1909	01/24/22	41.89
101-751-880.572	ROWE PROFESSIONAL SERVICES COMPANY	IOSCO EXPLORATION TRAIL	101428	02/05/22	477.50
101-751-922.000	DTE ENERGY	300 W RIVER RD	92000320212301182	01/24/22	34.99
101-751-923.000	OSCODA WATER & SEWER	WATER FTN PARK- E RIVER RD	Multiple	01/25/22	148.26
Total For Dept 751 PARKS & RECREATION					702.64
Dept 754 KEN RATLIFF PARK					
101-754-921.000	CONSUMERS ENERGY		10005898376601182	02/05/22	29.64
101-754-923.000	OSCODA WATER & SEWER	6341 F 41	Multiple	01/25/22	38.02
Total For Dept 754 KEN RATLIFF PARK					67.66
Total For Fund 101 GENERAL/UNALLOCATED					29,799.73
Fund 207 POLICE FUND					
Dept 000					
207-000-726.000	IMAGE BUSINESS SOLUTIONS	COPY MACHINE USER FEES POLICE DEPT FRONT COM	Multiple	02/09/22	58.24
207-000-726.000	QUILL CORPORATION	POLICE OFFICE SUPPLIES	21617054	01/31/22	73.61
207-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS DECEMBER 2021	5018188801	01/31/22	22.50
207-000-726.000	ZBATTERY.COM, INC	BATTERIES	518404	01/31/22	83.31
207-000-751.000	ALPENA OIL CO	PATROL VEHICLE GAS	420903	01/31/22	45.37
207-000-761.000	GERALD SOBOLESKI	REIMBURSEMENT FOR CLOTHING ALLOWANCE 2022	S01012022	02/01/22	150.20
207-000-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	1,071.74
207-000-853.000	SPECTRUM BUSINESS	JANUARY CONTROL ACCOUNT	0028271010122	01/31/22	99.98
207-000-960.001	PUBLIC AGENCY TRAINING COUNCIL	POLICE TRAINING (302 FUNDS)	259646	01/31/22	325.00
Total For Dept 000					1,929.95
Total For Fund 207 POLICE FUND					1,929.95
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS DECEMBER 2021	5018188801	01/31/22	22.50
Total For Dept 000					22.50
Total For Fund 211 POLICE STAFFING FUND					22.50

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP
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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-826.000	FREEL LAW	ATTORNEY FEES DECEMBER 2021	3383	01/31/22	1,674.75
236-266-826.000	MASUD LAW GROUP	LABOR ATTORNEY FEES	64087	02/04/22	13,442.00
Total For Dept 266 PROPERTY O & M MAINTENANCE					15,116.75
Dept 269					
236-269-922.000	DTE ENERGY	4051 ARROW ST	91002076598801182	01/24/22	34.99
Total For Dept 269					34.99
Dept 271 PROPERTY O & M AUNE					
236-271-802.000	ALPENA MARC LLC	AUNE JANITORIAL SERVICES	2337	02/05/22	9,490.35
236-271-802.000	MCD SECURITY INC	AUNE FEB., MARCH & APRIL	2175	01/31/22	78.00
236-271-921.000	CONSUMERS ENERGY	5671N SKEEL AVE	10000026952001182	01/25/22	1,012.02
236-271-922.000	DTE ENERGY	5671 N SKEEL AVE APT 1842	Multiple	01/24/22	6,118.84
236-271-923.000	OSCODA WATER & SEWER	5671 N SKEEL AVE BLDG 1842	Multiple	01/25/22	1,080.32
Total For Dept 271 PROPERTY O & M AUNE					17,779.53
Total For Fund 236 PROP OPER & MNTNCE					32,931.27
Fund 271 LIBRARY					
Dept 000					
271-000-801.000	MCD SECURITY INC	LIBRARY REBOOT AND TEST	Multiple	01/28/22	203.00
271-000-921.000	CONSUMERS ENERGY	6010 N SKEEL AVE	10001730674501182	01/25/22	471.57
271-000-923.000	OSCODA WATER & SEWER	6010 SKEEL AVE 418 BLDG	6010	01/25/22	74.77
Total For Dept 000					749.34
Total For Fund 271 LIBRARY					749.34
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	220192	01/29/22	0.02
509-000-853.000	ATI NETWORKS, INC.	PHONE SERVICES-OOP JANUARY 2022	Multiple	01/31/22	132.22
509-000-921.000	CONSUMERS ENERGY	STREET LIGHTS	Multiple	01/25/22	555.93
Total For Dept 000					688.17
Total For Fund 509 OLD ORCHARD PARK					688.17
Fund 590 SEWER					
Dept 000					
590-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS DECEMBER 2021	5018188801	01/31/22	11.25
590-000-800.100	F&V OPERATIONS	FVOP O&M JANUARY 2022	4342	01/31/22	26,609.50
590-000-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	43.60
590-000-921.100	CONSUMERS ENERGY	4499 MCNICHOL AVE	10001922110801182	01/25/22	312.01
590-000-922.100	DTE ENERGY	4466 MCNICHOL AVE	91002076553301182	01/24/22	635.09
590-000-923.200	OSCODA WATER & SEWER	DPW GARAGE	Multiple	01/25/22	96.22
Total For Dept 000					27,707.67
Total For Fund 590 SEWER					27,707.67
Fund 591 WATER					
Dept 000					
591-000-726.000	IMAGE BUSINESS SOLUTIONS	COPIER PRINT CHARGES	220192	01/29/22	4.87
591-000-726.000	WELLS FARGO VENDOR FINANCIAL SERV	COPIER/PRINTER LEASE PAYMENTS DECEMBER 2021	5018188801	01/31/22	11.25
591-000-800.100	F&V OPERATIONS	FVOP O&M JANUARY 2022	4342	01/31/22	26,609.50
591-000-821.000	ROWE PROFESSIONAL SERVICES COMPANY	PHASE B, G, F41 WATER MAIN	0101421	02/04/22	11,130.00
591-000-827.000	USDA FOREST SERVICE	WATER TRANS PIPELINE/SPRING OR WINDMILL WEL	89901522	02/01/22	237.50

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 591 WATER					
Dept 000					
591-000-853.000	ATI NETWORKS, INC.	TWP-PHONE-JANUARY 2022	Multiple	01/31/22	43.58
591-000-890.000	JOHN HENRY EXCAVATING, INC.	WATER GATE VALVE REPAIR WING ST	Multiple	01/22/22	25,710.00
		Total For Dept 000			63,746.70
		Total For Fund 591 WATER			63,746.70

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 101 GENERAL/UNALLOCATED			29,799.73
		Fund 207 POLICE FUND			1,929.95
		Fund 211 POLICE STAFFING FUND			22.50
		Fund 236 PROP OPER & MNTNCE			32,931.27
		Fund 271 LIBRARY			749.34
		Fund 509 OLD ORCHARD PARK			688.17
		Fund 590 SEWER			27,707.67
		Fund 591 WATER			63,746.70
		Total For All Funds:			157,575.33

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INVOICE GL DISTRIBUTION REPORT FOR OSCODA TOWNSHIP
 EXP CHECK RUN DATES 01/25/2022 - 01/25/2022
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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 101 GENERAL/UNALLOCATED Dept 000					
101-000-126.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	142.80
		Total For Dept 000			142.80
Dept 172 SUPERINTENDENT 101-172-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	46.75
		Total For Dept 172 SUPERINTENDENT			46.75
Dept 215 CLERK 101-215-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	52.70
		Total For Dept 215 CLERK			52.70
Dept 253 TREASURER 101-253-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	52.70
		Total For Dept 253 TREASURER			52.70
Dept 265 TOWNSHIP HALL & GROUNDS 101-265-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	26.35
101-265-726.000	HERITAGE-CRYSTAL CLEAN LLC	CLEANING SOLUTION	17190672	02/11/22	419.86
101-265-741.000	JOHNSON AUTO SUPPLY, INC.	TOOLS	878680	02/05/22	79.98
101-265-751.000	GARY OIL COMPANY	OOP	Multiple	01/31/22	489.17
101-265-751.000	JOHNSON AUTO SUPPLY, INC.	BULK OIL	Multiple	02/04/22	310.80
101-265-775.000	FASTENAL COMPANY	CABLE TIES	37941	01/07/22	153.00
101-265-775.000	JOHNSON AUTO SUPPLY, INC.	SHOP ACETYLENE	879268	02/13/22	99.99
101-265-930.000	INTERSTATE BATTERIES	BATTERY	23426838	02/03/22	89.60
101-265-930.000	ROGERS HARDWARE	PAINT	00949677	02/04/22	223.12
101-265-933.000	INTERSTATE BATTERIES	BATTERY	23427406	02/05/22	254.00
101-265-933.000	JOHNSON AUTO SUPPLY, INC.	PARTS	878670	02/05/22	31.98
		Total For Dept 265 TOWNSHIP HALL & GROUNDS			2,177.85
Dept 276 CEMETERY 101-276-751.000	GARY OIL COMPANY	CEMETERY	218572	01/31/22	86.94
		Total For Dept 276 CEMETERY			86.94
Dept 299 UNALLOCATED 101-299-802.000	STEPHENSON & COMPANY, P.C.	PROVIDING REQUESTED AUDIT DOCUMENTATION TO	236201	02/01/22	350.00
		Total For Dept 299 UNALLOCATED			350.00
Dept 336 FIRE DEPARTMENT 101-336-751.000	GARY OIL COMPANY	DEF FLUID FIRE DEPT	Multiple	02/05/22	111.39
		Total For Dept 336 FIRE DEPARTMENT			111.39
Dept 722 ZONING & PLANNING 101-722-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	26.35
		Total For Dept 722 ZONING & PLANNING			26.35
Dept 751 PARKS & RECREATION 101-751-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	52.70
		Total For Dept 751 PARKS & RECREATION			52.70
Dept 754 KEN RATLIFF PARK 101-754-922.000	GARY OIL COMPANY	PROPANE	236008	01/28/22	543.68
		Total For Dept 754 KEN RATLIFF PARK			543.68
		Total For Fund 101 GENERAL/UNALLOCATED			3,643.86

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 207 POLICE FUND					
Dept 000					
207-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	263.50
207-000-726.000	QUILL CORPORATION	POLICE OFFICE SUPPLIES	21850767	01/31/22	71.02
207-000-761.000	GALLS INCORPORATED	POLICE UNIFORMS	020186906	03/12/22	403.18
207-000-761.000	TAWAS BAY DRY CLEANERS	POLICE UNIFORM CLEANING (2021)	88592	02/14/22	181.30
207-000-801.200	LEXIS NEXIS RISK SOLUTIONS	USER FEES	159375720211231	02/01/22	234.85
207-000-853.000	SPECTRUM BUSINESS	DECEMBER CONTROL ACCOUNT	0028271120121	02/01/22	149.97
207-000-933.000	DEAN ARBOUR FORD	PATROL VEHICLE REPAIR	305113	02/05/22	2,011.97
207-000-933.000	JOHNSON AUTO SUPPLY, INC.	POLICE VEHICLE WINDSHIELD WIPERS	879536	02/18/22	49.98
Total For Dept 000					3,365.77
Total For Fund 207 POLICE FUND					3,365.77
Fund 211 POLICE STAFFING FUND					
Dept 000					
211-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	52.70
211-000-751.000	GARY OIL COMPANY	POLICE 211	Multiple	01/31/22	612.41
211-000-761.000	TAWAS BAY DRY CLEANERS	POLICE UNIFORM CLEANING (2021)	88592	02/14/22	16.00
Total For Dept 000					681.11
Total For Fund 211 POLICE STAFFING FUND					681.11
Fund 236 PROP OPER & MNTNCE					
Dept 266 PROPERTY O & M MAINTENANCE					
236-266-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	26.35
236-266-751.000	GARY OIL COMPANY	BASE	Multiple	01/31/22	318.97
236-266-801.000	AT&T MOBILITY	EIC HOTSPOT	287299981863X0109	02/01/22	77.86
236-266-826.000	ROSATI, SCHULTZ, JOPPICH, & AMTSBUE	LEGAL SERVICES THROUGH 12-31-21	1076746	02/04/22	578.00
236-266-931.000	GRAINGER	AUNNE HEAT	9147780523	01/09/22	253.05
Total For Dept 266 PROPERTY O & M MAINTENANCE					1,254.23
Dept 269					
236-269-930.000	CAPITAL ONE TRADE CREDIT	AUNNE BUILDING MAINTANANCE SUPPLIES	49481726	02/05/22	93.97
Total For Dept 269					93.97
Total For Fund 236 PROP OPER & MNTNCE					1,348.20
Fund 271 LIBRARY					
Dept 000					
271-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	26.35
Total For Dept 000					26.35
Total For Fund 271 LIBRARY					26.35
Fund 509 OLD ORCHARD PARK					
Dept 000					
509-000-717.000	PRINCIPAL LIFE INSURANCE COMPANY	PRINCIPAL LIFE JAN 2022 INVOICE	1596754063	02/01/22	79.05
Total For Dept 000					79.05
Total For Fund 509 OLD ORCHARD PARK					79.05
Fund 590 SEWER					
Dept 000					
590-000-827.000	EGLE-CASHIERS OFFICE-WRD	WWTP ANNUAL PERMIT	76110675458	03/15/22	3,650.00
Total For Dept 000					3,650.00

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GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund 590 SEWER					
		Total For Fund 590 SEWER			3,650.00

GL Number	Vendor	Invoice Desc.	Invoice	Due Date	Amount
Fund Totals:		Fund 101 GENERAL/UNALLOCATED			3,643.86
		Fund 207 POLICE FUND			3,365.77
		Fund 211 POLICE STAFFING FUND			681.11
		Fund 236 PROP OPER & MNTNCE			1,348.20
		Fund 271 LIBRARY			26.35
		Fund 509 OLD ORCHARD PARK			79.05
		Fund 590 SEWER			3,650.00
		Total For All Funds:			12,794.34

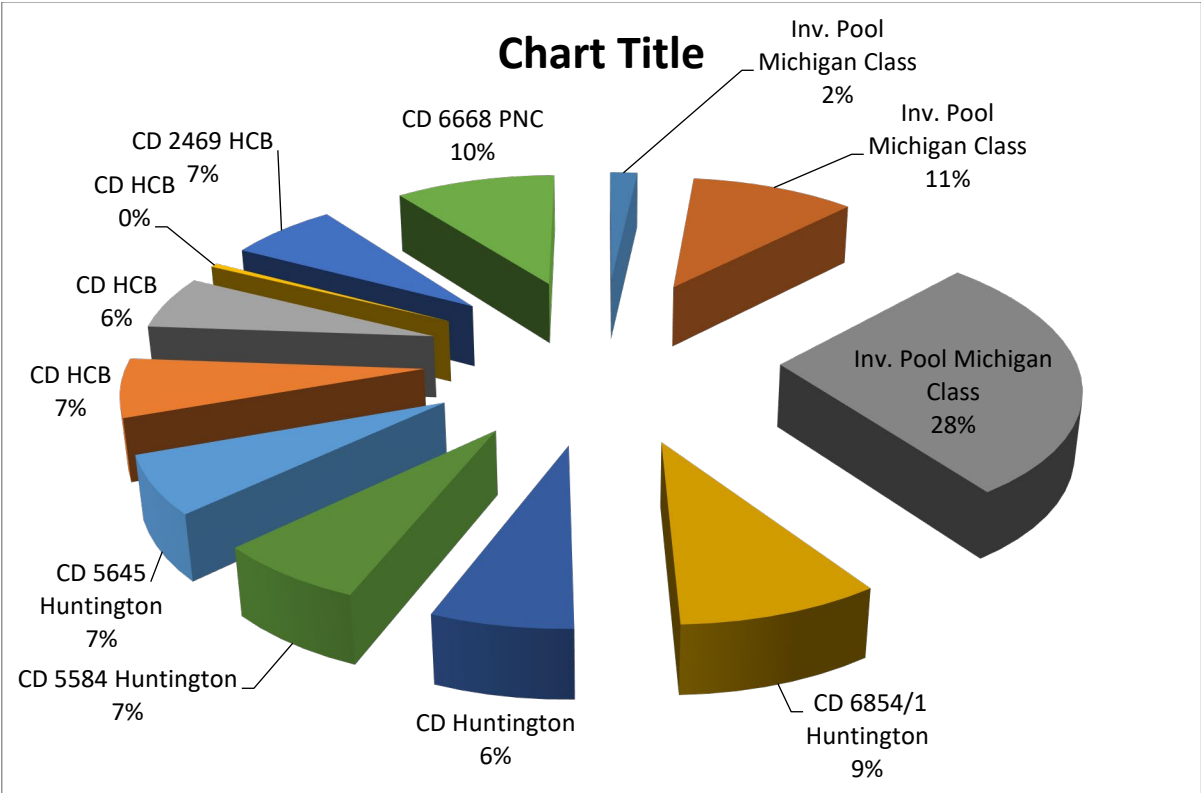
Investment Portfolio Holdings

December 31, 2021

Investment Type	Instituion	Value	% Portfolio	Purchase Date	Maturity Date	Days	CURRENT RATE
Inv. Pool	Michigan Class	\$106,437.18	2%	N/A	N/A	N/A	0.03%
Inv. Pool	Michigan Class	\$641,437.80	11%	N/A	N/A	N/A	0.03%
Inv. Pool	Michigan Class	\$1,702,792.94	28%	N/A	N/A	N/A	0.03%
CD 6854/1	Huntington	\$557,319.88	9%	8/1/2020	2/1/2022	549	0.13%
CD	Huntington	\$392,185.37	6%	9/22/2021	3/22/2022	181	0.01%
CD 5584	Huntington	\$422,507.06	7%	7/11/2021	7/11/2022	365	0.01%
CD 5645	Huntington	\$398,914.40	7%	6/20/2021	12/20/2022	548	0.01%
CD	HCB	\$403,415.49	7%	8/18/2021	8/18/2022	365	0.25%
CD	HCB	\$370,379.40	6%	8/18/2021	8/18/2022	365	0.25%
CD	HCB	\$28,848.75	0%	8/8/2020	9/8/2023	1126	0.55%
CD 2469	HCB	\$420,244.61	7%	10/5/2021	10/5/2022	365	0.25%
CD 6668	PNC	\$626,569.27	10%	11/13/2021	2/11/2022	90	0.01%
Total		\$6,071,052.15					

1/18/2022 JM

TCF will soon be Huntington Bank



**CHARTER TOWNSHIP OF OSCODA
ENGINEERING PROJECT AND AS-NEEDED
PROGRESS REPORT
January 2022**

Active Projects:

- **Future Water Main Phases:**
 1. Phase A and Woodland design has been finalized and permits are in place. Finalizing funding for construction 2022. **Planning for construction Spring 2022.**
 2. **Construction on main is nearing 98% on Phase B, G and F-41 portion of Phase H. Notices for service connections authorization are being secured in all locations and final connections are being scheduled (Spring 2022). Fall restoration complete, final restoration in Spring 2022.**
 3. Remaining Phases (C, D, E, F, and remaining portion of H) to be funded in remaining 4 years of DWRF or C2R2 grant application.
 4. Under DWRF, all services are covered at no costs to the residents.
- **Sanitary Sewer System Improvements (CWSRF Program):**
 1. **Revising schedule with contractor placed on equipment deliveries.**
 2. Potential delays in equipment deliveries could delay completion of project well into summer/early fall of 2022. Discussing this with EGLE.
 3. It is expected that the Township will receive \$1,690,000 in CWSRF principal forgiveness towards the overall project costs of \$6.76M.
- **Specific Funding Opportunities:**
 1. Rowe is continuing to investigate several funding opportunities from State Representative Susan Allor's Office, State of Michigan Treasury Office, EDA/Federal Stimulus, Federal Infrastructure Bill, U.S. Congressman Kildee's Office, USDA-RD, Consumers Energy, etc. for variety of Township projects (water/sewer/trail projects).
- **Old Orchard Campground Public Dock Erosion:**
 1. The construction schedule for Phase 2 (wood deck/stairway and final restoration) would start and be completed Spring of 2022.

- **Phase 3 Trail Project:**
 1. ROWE has submitted for additional Consumers Energy grants that are available.... pending results.
 2. ROWE has submitted for a USDA Rural Business Development Grant to cover a portion of the engineering costs associated with the project (\$99,000) ...Township has been awarded \$60,000. Rowe is finalizing the paperwork for this award.
 3. MEDC Patronicity grant was no very successful/limited funding due to poor local match.
 4. Supplemental TAP Grant Application has been tentatively approved to take trail to Old Orchard Campground.
 5. With approval of overall TAP Grant the following steps will be next:
 - Rowe developing a “final” funding matrix to track sources and local share.
 - Coordinating efforts to include all eligible items in the project for consideration.
 - Coordinating efforts with USFS, MDNR, and Consumers Energy for site control letters and MDOT obligation authority. Anticipated in February or early March 2022.
 - Project is on schedule for advertising and bidding late winter/early spring with construction scheduled for fiscal year 2022 with final completion in 2023.
- **Wurtsmith Base Infrastructure Utility Evaluation Project**
 1. Final report completed with construction estimates for funding applications.
 2. Proceeding with funding sources/application requirements/time considerations with EDA, MEDC, Federal Stimulus, Federal Infrastructure Bill, etc.
 3. Due to recent utility issues, we are revising the report to expand the water and sanitary sewer components.
 4. Looking to schedule presentation with the Airport Authority and Township Officials. Gary Kellan is coordinating the scheduling of this.
- **Ratliff Park ADA Kayak Launch and Access:**
 1. Plans and specifications are complete along with estimate for construction.
 2. Construction permits have been prepared. These will be submitted to the appropriate agencies for review and approval as soon as a more definite construction schedule is established.
 3. The Township was not awarded a MDNR Passport Grant. Looking at other potential funding sources.

- **Proposed Holiday Inn Express.**
 1. Initial site plan reviewed with comments/concerns. Site plan had several key components still pending final design.
 2. Attended site plan review meeting on Thursday, November 18.
 3. Working with Doug Moen on water and sewer availability and capacity in the area for this development and future projects in the area.
- **Site Plan Reviews:**
 1. Working with Township officials in streamlining site plan reviewing process.
 2. Bachman Drive watermain construction is completed and connections are ready to be made.

Projects On-hold:

- **Township Facilities:**
 1. Next step is finalizing consolidated space needs of the new facilities based on information gathered at the Work Session of 11/7/2019.
- **Plat Right-of-way issues/special assessment district:**
 1. Information provided to the Township for further direction.

Projects Completed:

- **Phase 1 Water Main assistance:**
 1. Project has been completed in the field.
 2. John Henry Excavating, Inc. has been paid in full.
 3. Funding expired for this work on 12/31/2020.
- **Phase 2 Water Main:**
 1. Project is complete.
 2. Final paperwork was finalized by USDA-RD with reimbursement to Township sent out on 10/1/2020.
 3. Property owners are pursuing water service hookups with assistance as needed.
- **Storm Water User Rate Study:**
 1. User rates completed for Arrow and Mission GAC treatment plants.
- **Sanitary Sewer and Water System Ordinance (including "Policies") Updates:**
 1. Township is currently completing a water rate study.
- **Old Orchard Campground Electrical Upgrades:**
 1. Project is completed and operational.

- **Site Plans:**
 1. Completed re-review of Alcona Health Center Site Plan for 6" fire suppression water line and made recommendations to the Township.
 2. Gallton Oscoda Apartment Project (Perimeter and Georgia) was completed
 3. New Galton Growth Facility site plan reviewed and returned to Township.
 4. Oscoda Apartments/ New Galton Growth Facility/Alcona Health fees have been re-investigated and recommendation to revise has been sent to the Township.

CHARTER TOWNSHIP OF OSCODA
Superintendent's Report
January 24, 2022

ACTION ITEMS

Fire Department Name Change Request –

It was recently brought to my attention that the Oscoda Township Fire Department has had its checking account. Upon inquiring in to this matter, it was discovered that the name on the account was "Oscoda Fire Department." Due to the fact that this account is in no way associated with the Township and is funded strictly through firefighter donations, I have asked that the name be changed on the checking account to ensure that the Township will have no liability or responsibility for the account.

Action: I would ask that the Township Board approve the request to have the name changed on the Fire Departments account.

TRADEMARK ATTORNEY REQUEST-

At the last Township Board meeting, I had requested permission to hire a trademark attorney that deals directly with Michigan law. I received two responses. The first response is from Christopher G. Darrow with Darrow Mustafa P.C. His hourly rate is \$350 per hour. The second response is from W. Reid Morris from Trademark Lab® P.L.L.C. His rates consist of a flat-rate fee at \$300 per instance or related hourly billable work, which would be detailed under a separate retainer agreement at an hourly rate of \$250.

Action: I would ask for approval from the Board to hire a trademark attorney that deals directly with Michigan law.

PHASE 3 WATER METER REPLACEMENT PROPOSAL –

You packet contains a proposal from Catherine Winn, F&V Regional Manager for the third phase of meter replacements for radio reads. Originally it had been budgeted in the Capital Improvement Plan for the amount of \$405,000. This proposal, with the current pricing of \$443,359.73, will be increasing the project cost by \$38,359.73 without the cost of 42 large meters. (These can be placed in the 2023 Capital Improvement) Total cost with the large meters included is \$495,488.70, increasing the project total by an additional \$90,488.70.

Action: I would ask that the Board consider the proposal from F&V to complete the third phase of meter replacements in the amount of \$443,359.73 without the 42 large meters which can be moved to 2023 Capital Improvement projects.

PROPERTY PURCHASE REQUEST – KINGS CORNER RD.

Your packet contains a property purchase request originally submitted for consideration by the Board at the December 13, 2021. Mr. Travis is asking to purchase a combined total of 4.3 acres, with a 66-foot easement provided for the Township to access the remainder of the property. He is offering \$8,600 for the proposed acreage.

The Real Estate committee met and had the Assessor supply a property value estimate which is provided in your packet.

Action: Consider the property purchase request from Mr. Travis in the amount \$8,600.00.

AUSABLE HARDWARE PROPERTY DONATION –

Your packet contains a letter from Vince Iler, owner of Ausable Hardware, regarding a donation to the Oscoda Township Fire Department. In this letter he is proposing to donate the old Oscoda school to the fire department and would like this donation considered by the Township Board.

Action: I would ask that the Board read and consider the proposal provided by Mr. Iler and provide direction.

PUMP STATION PAY APPLICATION NO. 2 –

Your packet contains the second pay request in the Pump Station Replacement project in the amount of \$48,811.28, leaving a total of \$5,298,339.12 remaining for this project.

Action: I would ask that the Board consider approving the second pay request from RCL Construction in the amount of \$48,811.28.

PHASE 4 PAY APPLICATION NO. 6 -

Your packet contains the sixth pay request in the Phase IV water main project in the amount of \$48,670.05. This leaves \$47,767.70 remaining on the project.

Action: I would ask that the Board consider approving the sixth pay request from Katterman Construction in the amount of \$48,670.05.

OSCODA TOWNSHIP PROPERTY – PARCEL #021-R30-000-013-00 PLACEHOLDER

This item is being placed on the agenda for further postponement as I do not have current information on this topic to date.

Respectfully Submitted,



Tammy Kline

From: [Sheriff MacGregor](#)
To: [Tammy Kline](#)
Subject: Fire Department Checking account
Date: Wednesday, January 19, 2022 2:10:14 PM

I contacted Alpena Alcona Credit Union in regards to changing the name on the Fire Department checking account. They require a copy of the Township board meeting minutes which should address the need to do so by the Township. As soon as that is complete, please email me a copy of the board minutes and I will complete the process.

I was just advised that I missed a staff meeting on Monday. The Outlook account you set up on my iPhone has not received a email since 11-8-2021. Please use my Gmail email until we get this problem resolved.

Sheriffmacgregor@gmail.com

Thank you..... Allan

MEMO



To: Tamara Kline, Oscoda Township Superintendent

From: Catherine Winn, Regional Manager

Date: January 19, 2022

Re: Water Meter Replacement Phase 3

Please find attached the proposal from Ferguson Waterworks for phase 3 of the scheduled water meter replacement project.

The project was included in the 2022 Capital Improvement Plan with a budget of \$405,000.

As presented, the proposal includes purchasing 42 large meters (1.5 inch and up) that were not included in the CIP. Removing the purchase of those meters from the proposal would reduce the cost by approximately \$52,000.

Proposal cost with large meters: \$495,488.70

Proposal cost without large meters: \$443,359.73

The Township could defer purchasing the large meters until 2023 as they are not included in the proposal for meter installation services. The large meter installations would be performed in 2023 by F&V Operations and Resource Management, Inc. staff.

Please note that Ferguson's estimate for the number of standard residential water meters and radios may be slightly high depending on what is left in inventory from the previous project phases.

We recommend approving the proposal from Ferguson Waterworks, excluding the purchase of the 1.5" to 4" meters, for a total of \$443,359.73.



January 9, 2022

Oscoda Township c/o F&V
110 State St.
Oscoda Township MI 48750

Recommended proposal

Dear Doug,

Per your request, Ferguson Waterworks is pleased to offer the following proposal good through June 30th of 2022 for Oscoda Township, Michigan:

Ferguson Waterworks is excited for the opportunity to propose the following AMR system for your community:

Meters/Radios	Description	Number of units:	Current cost:
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January 1, 2022-June 30th 2022

Neptune ProCoder 5/8x3/4	Meters	1239 (\$129)	\$147,318.00
Neptune ProCoder 1"	Meters	72 (\$299)	\$ 21,528.00
1.5" Mach 10 USG	Meters	22 (\$753.62)	\$ 16,579.64
2" Mach 10 USG	Meters	12 (\$919.57)	\$ 11,034.84
3" Mach 10 USG	Meters	5 (\$2,768.12)	\$ 13,840.58
4" Mach 10 USG	Meters	3 (\$3,557.97)	\$ 10,673.91
Neptune R900 Wall Mount	Radios	1,256 (\$104.74)	\$131,553.44
Subtotal (Meters and Radios)			\$352,528.41

AMR Reading Equipment:

MRX Driveby Reader	Mobile Reader	1	\$9,420.29
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Installation Estimate as of today:

Subcontractor installs Meters & Radios	Installation	1,214(\$110)	\$133,540.00
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1.5" and Larger F&V Installs, UMS or Ferguson can install for \$200 per inch with a \$350 Minimum (\$17,900 est)

Subtotal

Total Estimate **\$495,488.70**

We wanted to present a proposal which would provide a reading solution to decrease read time in the field. The proposal includes pricing for full installation of new R900 Wall Mount Radios, reading equipment and software along with training. **The pricing proposal is guaranteed through June 30th of 2022 for meters, radios, and hosted cloud software.**

Key aspects of Neptune R900 Wall Mount Radios:

- Will work with Sensus Ipearl and SR type encoded registers, will not work with Badger
- Can be read with Neptune Handheld, Drive By MRX, and Fixed network AMI reading equipment
- No Programming/reprogramming needed to be read by Neptune Mobile or AMI fixed network equipment
- Neptune 360 hosted cloud reading software can provide near real time reads to billing staff
- Estimate the read time to less than 4 hours for MRX Drive by reads

- Can add a fixed network tower(s) at a later date and read seamlessly without having to field program each individual radio
- Radios store up to 96 days of data
- Radios can be data logged and graphed for high bill complaints
- MRX920 can data log in the field, identify missed reads, leak flags, reverse flow events, etc.

Services Ferguson can provide:

- Unmatched support and availability of equipment for large and small quantities
- Free Propagation study for fixed network AMI system (requires billing file)
- Free implementation and training with purchase*
- Free training for F&V and Oscoda Township employees on the implementation and use of Belt Clip and Pocket Pro reader if transition is implemented in multiyear phases or one mass changeout would just need a MRX920, Neptune 360 Essentials hosted software (annual software fee still applies).

Thank you for the opportunity to propose an AMR solution capable of migration to an AMI system if needed. With the Neptune system, a multiyear upgrade program can be implemented seamlessly with existing touchpad meters and ongoing implementation of the AMR/AMI system. Please let me know if you have any questions or concerns and I would be gladly address them in a timely manner.

Sincerely,

Steven Berra
 Ferguson Waterworks
 a Neptune Meter Distributor
 231-301-5137
 Steven.berra@ferguson.com

ROBERT K. MYLES, P.C.
ATTORNEY AT LAW

109 S. State Street
Oscoda, MI 48750

Phone (989) 739-2871
Fax (989) 739-0606

January 19, 2022

Todd Dickerson, Economic Improvement Director
Oscoda Township Hall
110 S. State Street
Oscoda, MI 48750

RE: LETTER OF INTENT TO PURCHASE PROPERTY

My client, Herbert D. Travis ("Purchaser"), whose address is P.O. Box 377, 3522 Kings Corner Road, Oscoda, Michigan 48750, proposes to enter into a Purchase Agreement with the Charter Township of Oscoda, with the following terms, for the purchase of a part of the property located on Kings Corner Road, Oscoda, Michigan 48750, consisting of approximately 32.880 acres ("Township Property").

Address: Purchaser's address is P.O. Box 377, 3522 Kings Corner Road, Oscoda, Michigan 48750.

Property Description: Purchaser owns property adjacent to the Township Property and presently operates a sanitation business under Travis Sanitation, LLC on said property. Purchaser is the sole member of Travis Sanitation, LLC. The property tax number for Purchaser's adjoining parcel of property is 063-005-200-006-00 (Purchaser's Property). This parcel consists of approximately 1.913 acres according to the assessor's records. I have attached a copy of the assessor's record for your reference.

The Township Property is West and South of Purchaser's Property. The property tax number for the Township Property is 063-005-200-005-00. This parcel consists of approximately 32.88 acres according to the assessor's records. I have attached a copy of the assessor's record for your reference.

Purchaser would like to purchase a portion of the Township Property for purposes of the operation of his sanitation business. The portion of the Township Property which Purchaser would like to purchase consists of approximately 4.3 acres in total and is depicted on the attached drawing ("Purchased Township Property"). As part of the transaction, the Charter Township of Oscoda would reserve an easement over the West 66 feet of the Purchased Township Property for access to and from the remainder of the Township Property.

Purchase Price: The Purchase Price shall be Eight Thousand Six Hundred Dollars (\$8,600.00) or Two Thousand Dollars (\$2,000.00) per acre for the Purchased Township Property.

Earnest Money: Two Thousand Dollars (\$2,000.00), as Earnest Money, shall be placed in escrow with Landmark Title Corp. within five (5) days of the execution of a purchase contract.

Title Company: Landmark Title Corp., whose address is 109 S. State Street, Oscoda, Michigan 48750, shall be retained to conduct the title examination and to handle the closing of the transaction.

Feasibility Period: Purchaser has already inspected the Purchased Township Property and is ready to proceed to closing upon completion of the title examination and required survey set forth below.

Date of Close: Within fifteen days after completion of the title examination and required survey set forth below.

Survey: Purchaser will pay for the cost of a survey necessary to properly identify the Purchased Township Property and the easement being reserved by the Charter Township of Oscoda.

Purchaser's Conditions: Purchaser will have the following contingencies incorporated into the purchase offer:

- * Charter Township of Oscoda shall convey clear and marketable title to the Purchased Township Property to Purchaser by Warranty Deed
- * Charter Township of Oscoda shall provide Purchaser with an Owner's Title Insurance Policy in the amount of the Purchase Price showing Purchaser is receiving clear and marketable title to the Purchased Township Property
- * Charter Township of Oscoda shall be solely responsible for the development, maintenance and improvement of the reserved easement over the West 66 feet of the Purchased Township Property as it shall determine in its sole discretion
- * Charter Township of Oscoda shall permit Purchaser to use the Purchased Township Property as part of his sanitation business presently being operated on Purchaser's Property

ROBERT K. MYLES, P.C.
January 19, 2022
Page 3

The Charter Township of Oscoda and Purchaser acknowledge that this proposal is a non-binding contract but is intended to outline the terms and conditions under which Purchaser would consider acquiring the Purchased Township Property. No representations or warranties are made hereby that commits either the Charter Township of Oscoda or Purchaser to proceed with the transaction herein contemplated. Only upon execution and delivery of the final purchase contract will either party be obligated to the other in accordance with the terms and conditions thereof.

This proposal shall remain in force until 12:00 p.m. on January 31, 2022, after which it shall become null and void.

Respectfully Submitted,



Robert K. Myles,
Attorney for Herbert D. Travis

PURCHASER: HERBERT D. TRAVIS

Agreed and accepted this _____ day of _____, 2022.

Herbert D. Travis

SELLER: CHARTER TOWNSHIP OF OSCODA

Agreed and accepted this _____ day of _____, 2022.

By: _____

Title: _____

KINGS CORNER RD OSCODA, MI 48750 (Property Address)

Parcel Number: 063-005-200-005-00



Item 1 of 1 0 Images / 1 Sketch

Property Owner: OSCODA CHARTER TOWNSHIP**Summary Information**

> Assessed Value: \$0 | Taxable Value: \$0

> Property Tax information found

*OSCODA TOWNSHIP
PARCEL*

Parcel is Vacant**Owner and Taxpayer Information**

Owner OSCODA CHARTER TOWNSHIP **Taxpayer** SEE OWNER INFORMATION
110 S STATE ST
OSCODA, MI 48750

General Information for Tax Year 2021

Property Class	402 RESIDENTIAL-VACANT	Unit	06 OSCODA CHARTER TWP
School District	OSCODA AREA SCHOOLS	Assessed Value	\$0
APPRAISAL ROUTE	LOUD DR	Taxable Value	\$0
USER #1	Not Available	State Equalized Value	\$0
SPECIAL ASMT	Not Available	Date of Last Name Change	05/17/2021
TRSFR & PRE	Not Available	Notes	Not Available
Historical District	No	Census Block Group	No Data to Display
ASSR NOTES	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2022	0.0000 %	-
2021	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0

Land Information

Zoning Code	F	Total Acres	32.880
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	94302 R9E WEST & NORTH VE LAKE	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

T24N R9E SEC 5 A 32.93 W 1/2 OF W 1/2 OF NW 1/4 EXC E 1/2 OF NW 1/4 OF NW 1/4 EXC COM AT NW COR OF SD SEC TH E ALONG SD SEC LN
 113.87 FT TO POB TH CONT N 89D 57M E 211.53 FT TH S 0D 44M 30S E 434.56 FT TH S 89D 15M 30S W 156.50 FT TH N 19D 03M 10S W 248.54 FT TH N 6D 05M
 10S E 202.84 FT TO POB

Land Division Act Information

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	<i>Not Available</i>
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Yes
Split Number	0	Courtesy Split	No
Parent Parcel	<i>No Data to Display</i>		

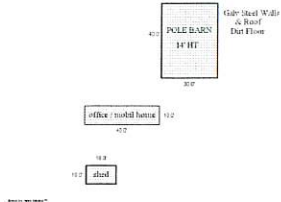
Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page	Comments
No sales history found.							

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

3522 KINGS CORNER RD OSCODA, MI 48750 (Property Address)

Parcel Number: 063-005-200-006-00



Item 1 of 1 0 Images / 1 Sketch

Property Owner: TRAVIS, HERBERT D**Summary Information**

- > Residential Building Summary
 - Year Built: N/A
 - Full Baths: 1
 - Sq. Feet: 400
 - Bedrooms: 0
 - Half Baths: 0
 - Acres: 1.913

- > Assessed Value: \$15,200 | Taxable Value: \$14,052
- > Property Tax information found

HERBERT TRAVIS
PARCEL

Owner and Taxpayer Information

Owner	TRAVIS, HERBERT D PO BOX 377, 3522 KINGS CORNER RD OSCODA, MI 48750	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2021

Property Class	201 COMMERCIAL-IMPROVED	Unit	06 OSCODA CHARTER TWP
School District	OSCODA AREA SCHOOLS	Assessed Value	\$15,200
APPAISAL ROUTE	LOUD DR	Taxable Value	\$14,052
USER #1	Not Available	State Equalized Value	\$15,200
SPECIAL ASMT	Not Available	Date of Last Name Change	09/14/2009
TRSFRR & PRE	Not Available	Notes	Not Available
Historical District	No	Census Block Group	No Data to Display
ASSR NOTES	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2022	0.0000 %	-
2021	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2020	\$14,100	\$14,100	\$13,858
2019	\$13,600	\$13,600	\$13,600
2018	\$13,900	\$13,900	\$13,900

Land Information

Zoning Code	F	Total Acres	1.913
Land Value	\$9,800	Land Improvements	\$13,289
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	92700 COMMERCIAL OUTLINE RG 9	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	192.00 ft	434.00 ft
Total Frontage: 192.00 ft		Average Depth: 434.00 ft

Legal Description

T24N R9E SEC 5 A 2.07 THAT PART OF NW 1/4 OF NW 1/4 OF SEC 5 T24N R9E DES AS FOL: COM @ NW COR OF SD SEC 5 TH N 89D 57M E ALG N SEC LN 113.87 FT TO POB TH CONT N 89D 57M E 211.53 FT TH S 0D 44M 30S E 434.56 FT TH S 89D 15M 30S W 156.5 FT TH N 19D 03M 10S W 248.54 FT TH N 6D 05M 10S E

202.84 FT TO POB SD PAR CONT 2.07 A OF LAND M/L @ IS SUB TO COUNTY RD R/W OVER N 33 FT THEREOF

Land Division Act Information

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	<i>Not Available</i>
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Yes
Split Number	0	Courtesy Split	No
Parent Parcel	<i>No Data to Display</i>		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page	Comments
03/22/2004	\$0.00	QC	TRAVIS SANITATION	TRAVIS, HERBERT D	21-NOT USED	792/473	PTA SENT
06/20/1995	\$5,000.00	QC	SEXTON DISPOSAL SERVICES, INC	TRAVIS SANITATION	21-NOT USED	789/222	

Building Information - 160 sq ft Shed - Utility Light Commercial Building (Commercial)

Floor Area	160 sq ft	Estimated TCV	\$1,349
Occupancy	Shed - Utility Light Commercial Building	Class	D
Stories Above Ground	1	Average Story Height	8 ft
Basement Wall Height	0 ft	Identical Units	<i>Not Available</i>
Year Built	<i>No Data to Display</i>	Year Remodeled	<i>No Data to Display</i>
Percent Complete	0%	Heat	Electric, Cable or Baseboard
Physical Percent Good	35%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	29 yrs

Building Information - 1200 sq ft Shed - Utility Light Commercial Building (Commercial)

Floor Area	1,200 sq ft	Estimated TCV	\$4,984
Occupancy	Shed - Utility Light Commercial Building	Class	D,Pole
Stories Above Ground	1	Average Story Height	14 ft
Basement Wall Height	0 ft	Identical Units	<i>Not Available</i>
Year Built	2004	Year Remodeled	<i>No Data to Display</i>
Percent Complete	100%	Heat	No Heating or Cooling
Physical Percent Good	48%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	18 yrs

Building Information - 400 sq ft SINGLE WIDE (Residential)

General

Floor Area	400 sq ft	Estimated TCV	\$1,965
Garage Area	0 sq ft	Basement Area	0 sq ft
Foundation Size	400 sq ft		
Year Built	<i>No Data to Display</i>	Year Remodeled	<i>No Data to Display</i>
Occupancy	Mobile Home	Class	D
Effective Age	37 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	<i>No Data to Display</i>
1st Floor Rooms	0	Sewer	<i>No Data to Display</i>
2nd Floor Rooms	0	Style	SINGLE WIDE
Bedrooms	0		

Exterior Information

Brick Veneer	0 sq ft	Stone Veneer	0 sq ft
---------------------	---------	---------------------	---------

Basement Finish

Recreation	0 sq ft	Recreation % Good	0%
Living Area	0 sq ft	Living Area % Good	0%
Walk Out Doors	0	No Concrete Floor Area	0 sq ft

Basement Finish - Mobile Home Items

Foundation Type	Crawlspace	Square Feet of Wall	0 sq ft
Frost Free Footings	0 Lineal Ft.		

COUNTY LINE ROAD

115.57'

TRAVIS SAN.

202.84'

248.54'

156.50'

241.58'

2.96 ac

324.88'

1.34 ac

66' ROAD RIGHT OF WAY

677.12'

100.00'

2 ←

2.96
1.34
4.30 ACRES
TOTAL

Memorandum

To: Tammy Kline, Superintendent

From: Nancy Schwickert, Assessor

Date: 1/21/2022

Re: Land Value estimate

I was previously asked to provide an estimate of value for a parcel of land approximately 3 acres in size located west of and adjacent to Travis Sanitation site.

Based on analysis of vacant land sales which have occurred in 2021, 3 acre parcels are selling for average \$8,400 per acre. This estimate is based on no known contamination. An additional consideration may be if the size and location of the easement impacts the buyer's usage of the property.

If you have any additional questions, please feel free to contact me.

Tammy Kline

From: Ausable Hardware <ausablesurplus@hotmail.com>
Sent: Tuesday, January 18, 2022 3:17 PM
To: Tammy Kline
Subject: Old Oscoda Elementery
Attachments: School donted to fire dept.docx

Hello,

I would appreciate it if you were to review the attached proposal for the old Oscoda Elementary building.

If there are any questions or concerns, I'd be more than happy to address them.

Regards,

Vinnie

1-12-2022

Tammy Kline,

Hello Tammy. I have a proposal that I would like to offer the Fire Department and Township.

Looking at the Fire Departments current lack of space situation, and speaking with Alan McGregor I am proposing the following:

I will donate the school to the township Fire Department for the building of a new Fire Hall. Iler Properties LLC, and Ausable hardware would retain the current parking lot and the Gymnasium.

If this is of any interest to the township and the fire department, we can discuss what Iler Properties and Ausable Surplus Inc would require in return, such as closing off the gymnasium and paving and maintain the parking lotETC... We will also need to discuss splitting the parking lot from the school.

The fire department needs to stay in the downtown area to be effective. And I believe this is a viable option for all. The Township is able to secure funds through various grant programs and such for a project of this type.

I would appreciate it if you would forward this to all board members for consideration.

A response would be greatly appreciated.

Thank you

Vincent L Iler

Iler Properties

739-3439

Contractor's Application for Payment

Owner: Charter Township of Oscoda Engineer: ROWE Professional Services Company Contractor: RCL Construction Co., Inc. Project: Pump Station Replacement Contract: EGLE Project 5719-01	Owner's Project No.: _____ Engineer's Project No.: 20C0175 Contractor's Project No.: 202120																								
Application No.: 2 Application Date: 1/7/2022 Application Period: From 11/30/2021 to 12/31/2022																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 40%; text-align: right;">\$ 5,558,800.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ 6,986.00</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 5,565,786.00</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 297,163.20</td> </tr> <tr> <td colspan="2">5. Retainage</td> </tr> <tr> <td style="padding-left: 20px;">a. 10% X \$ 297,163.20 Work Completed =</td> <td style="text-align: right;">\$ 29,716.32</td> </tr> <tr> <td style="padding-left: 20px;">b. 50% X \$ - Stored Materials =</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 29,716.32</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 267,446.88</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 218,635.60</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 48,811.28</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$ 5,298,339.12</td> </tr> </table>		1. Original Contract Price	\$ 5,558,800.00	2. Net change by Change Orders	\$ 6,986.00	3. Current Contract Price (Line 1 + Line 2)	\$ 5,565,786.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 297,163.20	5. Retainage		a. 10% X \$ 297,163.20 Work Completed =	\$ 29,716.32	b. 50% X \$ - Stored Materials =	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 29,716.32	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 267,446.88	7. Less previous payments (Line 6 from prior application)	\$ 218,635.60	8. Amount due this application	\$ 48,811.28	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 5,298,339.12
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9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 5,298,339.12																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: RCL Construction																									
Signature: _____ Date: 01/19/2022																									
Recommended by Engineer <small>Notarized by Dean A. Oparka, PE Notary Public for the State of Michigan Commission Expires 12/31/2022, ID 1657723-03306</small> By: Dean A. Oparka, PE Title: Project Manager Date: _____	Approved by Owner By: _____ Title: Superintendent Date: _____																								
Approved by Funding Agency By: _____ Date: _____ Title: _____ Date: _____																									

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Charter Township of Oscoda		Owner's Project No.:	
Engineer: ROWE Professional Services Company		Engineer's Project No.: 20C0175	
Contractor: RCL Construction Co., Inc.		Contractor's Project No.: 202120	
Project: Pump Station Replacement			
Contract: EGLE Project 5719-01			

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
------	---	---------------------	------	----------	----	----------	-------------------	----------

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
A	"General Conditions"	-				-		-
1	RCL-Permits/Bonds/Insurance	172,862.00	172,862.00			172,862.00		
2	RCL-General Conditions/Supervision	369,210.00	9,230.25	3,545.35		12,775.60		
3	RCL-Mobilize	48,384.00	2,419.20	2,419.20		4,838.40		
4	Preconstruction Video	3,780.00	3,780.00			3,780.00		
5	Utility Allowance	20,000.00	-	-		-		
B	"PS #1"	-				-		
6	Sitework-Restoration	2,750.00				-		
7	Mechanical-Labor	1,855.00				-		
8	Mechanical-Material	603.00				-		
9	Mechanical-Equipment	18,246.00				-		
10	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
11	Electrical-Labor	16,280.00				-		
12	Electrical-Material	6,600.00				-		
13	SCADA-Labor	4,257.00				-		
14	SCADA-Material	4,527.00				-		
15	Bypass Pumping	5,625.00				-		
16	Concrete-Electrical Support	3,969.00				-		
C	"PS #2"	-				-		
17	Sitework-Restoration	2,750.00				-		
18	Mechanical-Labor	2,186.00				-		
19	Mechanical-Material	880.00				-		
20	Mechanical-Equipment	18,246.00				-		
21	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
22	Electrical-Labor	16,280.00				-		
23	Electrical-Material	6,600.00				-		
24	SCADA-Labor	4,257.00				-		
25	SCADA-Material	4,527.00				-		
26	Bypass Pumping	5,625.00				-		
27	Architectural Demo	1,369.00				-		
28	Concrete-Electrical Support	3,969.00				-		
D	"PS #3"	-				-		
29	Sitework-Restoration	2,750.00				-		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Charter Township of Oscoda		Owner's Project No.:	
Engineer: ROWE Professional Services Company		Engineer's Project No.: 20C0175	
Contractor: RCL Construction Co., Inc.		Contractor's Project No.: 202120	
Project: Pump Station Replacement			
Contract: EGLE Project 5719-01			

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
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A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
30	Mechanical-Labor	1,897.00				-			
31	Mechanical-Material	775.00				-			
32	Mechanical-Equipment	18,246.00				-			
33	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-			
34	Electrical-Labor	16,280.00				-			
35	Electrical-Material	7,700.00				-			
36	SCADA-Labor	4,257.00				-			
37	SCADA-Material	4,527.00				-			
38	Bypass Pumping	5,625.00				-			
39	Architectural Demo	582.00				-			
40	Concrete-Electrical Support	3,969.00				-			
E	"PS #4"					-			
41	Sitework	26,620.00				-			
42	Sitework-Restoration	2,750.00				-			
43	Mechanical-Labor	10,510.00				-			
44	Mechanical-Material	1,199.00				-			
45	Mechanical-Equipment	42,553.00				-			
46	Mechanical-Sheet Metal	4,240.00				-			
47	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-			
48	Electrical-Labor	7,150.00				-			
49	Electrical-Material	1,540.00				-			
50	SCADA-Labor	6,340.00				-			
51	SCADA-Material	5,307.00				-			
52	Bypass Pumping	21,875.00				-			
53	Paint-Mobilization	115.00				-			
54	Paint-General Conditions	344.00				-			
55	Paint-Clean Up	115.00				-			
56	Paint-Labor	2,596.00				-			
57	Paint-Material	396.00				-			
F	"PS #5"					-			
58	Sitework-Traffic Control	5,500.00				-			
59	Sitework-Dewatering	22,000.00				-			
60	Sitework-Sheeting/Shoring	55,000.00				-			
61	Sitework-Demolition	5,500.00				-			

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Charter Township of Oscoda					Owner's Project No.:		
Engineer:	ROWE Professional Services Company					Engineer's Project No.:	20C0175	
Contractor:	RCL Construction Co., Inc.					Contractor's Project No.:	202120	
Project:	Pump Station Replacement							
Contract:	EGLE Project 5719-01							

No.:	2		Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
62	Sitework-72" Concrete Riser	11,000.00				-		
63	Sitework-Concrete Valve Vault	76,230.00				-		
64	Sitework-Bedding Under Structures & Piping	5,500.00				-		
65	Sitework-Backfill Structures & Piping	11,000.00				-		
66	Sitework-Backfill for Abandonmetn of Exist Dry Well	22,000.00				-		
67	Sitework-8" DR11 Force Main Piping	22,000.00				-		
68	Sitework-Asphalt Paving	11,000.00				-		
69	Sitework-Aggregate Pad Access	8,250.00				-		
70	Sitework-Restoration	2,750.00				-		
71	Mechanical-Labor	29,291.00				-		
72	Mechanical-Material	20,247.00				-		
73	Mechanical-Equipment	59,114.00				-		
74	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
75	Electrical-Labor	16,500.00				-		
76	Electrical-Material	7,700.00				-		
77	SCADA-Labor	4,257.00				-		
78	SCADA-Material	4,527.00				-		
79	Structural Steel	1,022.00				-		
80	Bypass Pumping	21,875.00				-		
81	Washing Wetwell	2,315.00				-		
82	Bollards	907.00				-		
83	Grout	658.00				-		
84	Concrete-Electrical Support	3,969.00				-		
85	Paint-Mobilization	115.00				-		
86	Paint-General Conditions	344.00				-		
87	Paint-Clean Up	115.00				-		
88	Paint-Labor	2,024.00				-		
89	Paint-Material	171.00				-		
G	"PS #6"					-		
90	Sitework-Traffic Control	5,500.00				-		
91	Sitework-Dewatering	5,500.00				-		
92	Sitework-Sheeting/Shoring	79,750.00				-		
93	Sitework-Demolition	5,500.00				-		
94	Sitework-72" Concrete Riser	11,000.00				-		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Charter Township of Oscoda		Owner's Project No.:	
Engineer: ROWE Professional Services Company		Engineer's Project No.: 20C0175	
Contractor: RCL Construction Co., Inc.		Contractor's Project No.: 202120	
Project: Pump Station Replacement			
Contract: EGLE Project 5719-01			

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
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A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
95	Sitework-Concrete Valve Vault	87,230.00				-			
96	Sitework-Bedding Under Structures & Piping	5,500.00				-			
97	Sitework-Backfill Structures & Piping	11,000.00				-			
98	Sitework-Backfill for Abandonmetn of Exist Dry Well	22,000.00				-			
99	Sitework-8" DR11 Force Main Piping	22,000.00				-			
100	Sitework-Asphalt Paving	22,000.00				-			
101	Sitework-Restoration	2,750.00				-			
102	Mechanical-Labor	29,709.00				-			
103	Mechanical-Material	19,167.00				-			
104	Mechanical-Equipment	58,065.00				-			
105	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-			
106	Electrical-Labor	16,500.00				-			
107	Electrical-Material	7,700.00				-			
108	SCADA-Labor	4,257.00				-			
109	SCADA-Material	4,527.00				-			
110	Structural Steel	1,022.00				-			
111	Bypass Pumping	21,875.00				-			
112	Washing Wetwell	2,315.00				-			
113	Architectural Demo	598.00				-			
114	Bollards	907.00				-			
115	Grout	658.00				-			
116	Concrete-Electrical Support	3,969.00				-			
117	Paint-Mobilization	115.00				-			
118	Paint-General Conditions	344.00				-			
119	Paint-Clean Up	115.00				-			
120	Paint-Labor	2,024.00				-			
121	Paint-Material	171.00				-			
H	"PS #7"					-			
122	Sitework-Traffic Control	11,000.00				-			
123	Sitework-Tree Clearing	1,100.00				-			
124	Sitework-Dewatering	55,000.00				-			
125	Sitework-Demolition of Sidewalk & Asphalt Paving	5,500.00				-			
126	Sitework-Sheeting/Shoring	82,500.00				-			
127	Sitework-48" Concrete Manhole PS7 in Exist Sewer Line	16,500.00				-			

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Charter Township of Oscoda		Owner's Project No.:	
Engineer: ROWE Professional Services Company		Engineer's Project No.: 20C0175	
Contractor: RCL Construction Co., Inc.		Contractor's Project No.: 202120	
Project: Pump Station Replacement			
Contract: EGLE Project 5719-01			

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
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A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
128	Sitework-72" Concrete Riser	55,000.00				-			
129	Sitework-6'X12' Concrete Valve Vault	75,680.00				-			
130	Sitework-Bedding Under Structures & Piping	5,500.00				-			
131	Sitework-Backfill Structures & Piping	11,000.00				-			
132	Sitework-Backfill for Abandonment of Exist Dry Well	22,000.00				-			
133	Sitework-72" Concrete Riser	27,500.00				-			
134	Sitework-Force Main Piping Between Vault & Cleanout	9,900.00				-			
135	Sitework-Force Main Piping Vault Connection	5,500.00				-			
136	Sitework-Force Main Piping Manhole Connection	5,500.00				-			
137	Sitework-Force Main Piping 22+00 Connection	5,500.00				-			
138	Sitework-Remove Existing Force Main	55,000.00				-			
139	Sitework-Patch Bridge Pier Where Piping was Attached	5,500.00				-			
140	Sitework-Asphalt Paving	49,500.00				-			
141	Sitework-Aggregate Pad Access	8,250.00				-			
142	Sitework-Restoration	2,750.00				-			
143	Horizontal Bore-Mobilization & Setup	27,500.00				-			
144	Horizontal Bore-Materials	27,500.00				-			
145	Horizontal Bore-Pipe Fusing	11,000.00				-			
146	Horizontal Bore-Drilling Equip & Labor	220,000.00				-			
147	Horizontal Bore-Demob & Cleanup	10,450.00				-			
148	Mechanical-Labor	31,751.00				-			
149	Mechanical-Material	24,460.00				-			
150	Mechanical-Equipment	67,301.00				-			
151	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-			
152	Electrical-Labor	17,600.00				-			
153	Electrical-Material	8,800.00				-			
154	SCADA-Labor	4,257.00				-			
155	SCADA-Material	4,527.00				-			
156	Structural Steel	1,648.00				-			
157	Pump & Haul	15,000.00				-			
158	Bypass Pumping	21,875.00				-			
159	Washing Wetwell	2,315.00				-			
160	Pavement Paving	375.00				-			
161	Bollards	907.00				-			

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Charter Township of Oscoda	Owner's Project No.:	
Engineer:	ROWE Professional Services Company	Engineer's Project No.:	20C0175
Contractor:	RCL Construction Co., Inc.	Contractor's Project No.:	202120
Project:	Pump Station Replacement		
Contract:	EGLE Project 5719-01		

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
162	Concrete Sidewalks	3,442.00				-		
163	Concrete-Electrical Support	3,969.00				-		
164	Grout	658.00				-		
165	Paint-Mobilization	115.00				-		
166	Paint-General Conditions	344.00				-		
167	Paint-Clean Up	115.00				-		
168	Paint-Labor	2,024.00				-		
169	Paint-Material	171.00				-		
I	"PS #8"					-		
170	Sitework-Restoration	2,750.00				-		
171	Mechanical-Equipment	1,668.00				-		
172	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
173	Electrical-Labor	5,500.00				-		
174	Electrical-Material	1,650.00				-		
175	SCADA-Labor	6,340.00				-		
176	SCADA-Material	5,307.00				-		
177	Bypass Pumping	5,625.00				-		
J	"PS #9"					-		
178	Sitework-Restoration	2,750.00				-		
179	Mechanical-Equipment	1,668.00				-		
180	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
181	Electrical-Labor	5,500.00				-		
182	Electrical-Material	1,650.00				-		
183	SCADA-Labor	6,340.00				-		
184	SCADA-Material	5,307.00				-		
185	Bypass Pumping	5,625.00				-		
K	"PS #14"					-		
186	Sitework-Demolition	11,110.00				-		
187	Sitework-Concrete Manhole Top	11,110.00				-		
188	Sitework-Restoration	2,750.00				-		
189	Mechanical-Labor	13,043.00				-		
190	Mechanical-Material	7,186.00				-		
191	Mechanical-Equipment	37,846.00				-		
192	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Charter Township of Oscoda	Owner's Project No.:	
Engineer:	ROWE Professional Services Company	Engineer's Project No.:	20C0175
Contractor:	RCL Construction Co., Inc.	Contractor's Project No.:	202120
Project:	Pump Station Replacement		
Contract:	EGLE Project 5719-01		

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
193	Electrical-Labor	16,280.00				-		
194	Electrical-Material	6,600.00				-		
195	SCADA-Labor	4,257.00				-		
196	SCADA-Material	4,527.00				-		
197	Bypass Pumping	21,875.00				-		
198	Washing Wetwell	2,315.00				-		
199	Grout	658.00				-		
200	Concrete-Electrical Support	3,969.00				-		
201	Paint-Mobilization	115.00				-		
202	Paint-General Conditions	344.00				-		
203	Paint-Clean Up	115.00				-		
204	Paint-Labor	2,596.00				-		
205	Paint-Material	396.00				-		
L	"PS #16"	11,000.00				-		
206	Sitework-Dewatering					-		
207	Sitework-48" Manhole	13,200.00				-		
208	Sitework-3" DR11 Force Main	3,300.00				-		
209	Sitework-Aggregate Pad Access	4,950.00				-		
210	Sitework-Restoration	2,750.00				-		
211	Mechanical-Labor	1,921.00				-		
212	Mechanical-Material	781.00				-		
213	Mechanical-Equipment	18,309.00				-		
214	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
215	Electrical-Labor	16,280.00				-		
216	Electrical-Material	8,250.00				-		
217	SCADA-Labor	4,257.00				-		
218	SCADA-Material	4,527.00				-		
219	Pump & Haul	10,000.00				-		
220	Concrete-Electrical Support	3,969.00				-		
M	"PS #18"					-		
221	Sitework-Dewatering	46,750.00				-		
222	Sitework-6' Dia By-pass Vault Structure	44,000.00				-		
223	Sitework-Force Main Connection	11,000.00				-		
224	Sitework-Aggregate Pad Access	5,500.00				-		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Charter Township of Oscoda	Owner's Project No.:	
Engineer:	ROWE Professional Services Company	Engineer's Project No.:	20C0175
Contractor:	RCL Construction Co., Inc.	Contractor's Project No.:	202120
Project:	Pump Station Replacement		
Contract:	EGLE Project 5719-01		

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
225	Sitework-Restoration	2,750.00				-		
226	Mechanical-Labor	31,447.00				-		
227	Mechanical-Material 1	17,994.00				-		
228	Mechanical-Material 2	634.00				-		
229	Mechanical-Equipment	84,808.00				-		
230	Mechanical-Sheet Metal	19,321.00				-		
231	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
232	Electrical-Labor	13,530.00				-		
233	Electrical-Material	18,150.00				-		
234	SCADA-Labor	4,257.00				-		
235	SCADA-Material	4,527.00				-		
236	Structural Steel	2,321.00				-		
237	Structural Steel Install	3,996.00				-		
238	Pump & Haul	18,750.00				-		
239	Bypass Pumping	22,500.00				-		
240	Washing Wetwell	2,219.00				-		
241	Architectural Demo	7,475.00				-		
242	Hollow Metal Door-Labor	194.00				-		
243	Hollow Metal Door-Material	3,230.00				-		
244	Framing-Labor	2,148.00				-		
245	Framing-Material	5,782.00				-		
246	Roofing-Labor	1,725.00				-		
247	Roofing-Material	1,700.00				-		
248	Siding-Labor	255.00				-		
249	Siding-Material	330.00				-		
250	Masonry	788.00				-		
251	Concrete-Electrical Support	3,969.00				-		
252	Grout	2,192.00				-		
253	Paint-Mobilization	115.00				-		
254	Paint-General Conditions	344.00				-		
255	Paint-Clean Up	115.00				-		
256	Paint-Labor	10,035.00				-		
257	Paint-Material	1,459.00				-		
N	"PS #19"					-		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Charter Township of Oscoda		Owner's Project No.:	
Engineer: ROWE Professional Services Company		Engineer's Project No.: 20C0175	
Contractor: RCL Construction Co., Inc.		Contractor's Project No.: 202120	
Project: Pump Station Replacement			
Contract: EGLE Project 5719-01			

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
258	Sitework-Restoration	2,750.00				-		
259	Mechanical-Labor	26,465.00				-		
260	Mechanical-Material 1	10,158.00				-		
261	Mechanical-Material 2	634.00				-		
262	Mechanical-Equipment	49,565.00				-		
263	Mechanical-Sheet Metal	19,321.00				-		
264	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
265	Electrical-Labor	13,750.00				-		
266	Electrical-Material	16,500.00				-		
267	SCADA-Labor	4,257.00				-		
268	SCADA-Material	4,527.00				-		
269	Structural Steel	3,916.00				-		
270	Structural Steel Install	3,996.00				-		
271	Bypass Pumping	22,500.00				-		
272	Washing Wetwell	2,219.00				-		
273	Hatch-Install	338.00				-		
274	Hatch-Material	1,179.00				-		
275	Architectural Demo	9,074.00				-		
276	Hollow Metal Door-Labor	194.00				-		
277	Hollow Metal Door-Material	3,230.00				-		
278	Framing-Labor	1,100.00				-		
279	Framing-Material	1,063.00				-		
280	Roofing-Labor	934.00				-		
281	Roofing-Material	960.00				-		
282	Siding-Labor	510.00				-		
283	Siding-Material	660.00				-		
284	Masonry	653.00				-		
285	Concrete-Electrical Support	3,969.00				-		
286	Grout	2,960.00				-		
287	Paint-Mobilization	115.00				-		
288	Paint-General Conditions	344.00				-		
289	Paint-Clean Up	115.00				-		
290	Paint-Labor	10,035.00				-		
291	Paint-Material	1,459.00				-		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Charter Township of Oscoda	Owner's Project No.:	
Engineer:	ROWE Professional Services Company	Engineer's Project No.:	20C0175
Contractor:	RCL Construction Co., Inc.	Contractor's Project No.:	202120
Project:	Pump Station Replacement		
Contract:	EGLE Project 5719-01		

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
O	"PS #20"					-		
292	Sitework-Dewatering	19,250.00				-		
293	Sitework-By-pass Manhole Structure	11,000.00				-		
294	Sitework-Force Main Connection	11,000.00				-		
295	Sitework-Restoration	2,750.00				-		
296	Mechanical-Labor	22,497.00				-		
297	Mechanical-Material 1	8,410.00				-		
298	Mechanical-Material 2	976.00				-		
299	Mechanical-Equipment	48,386.00				-		
300	Mechanical-Sheet Metal	19,321.00				-		
301	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
302	Electrical-Labor	13,750.00				-		
303	Electrical-Material	16,500.00				-		
304	SCADA-Labor	4,257.00				-		
305	SCADA-Material	4,527.00				-		
306	Structural Steel	2,882.00				-		
307	Structural Steel Install	3,996.00				-		
308	Pump & Haul	10,000.00				-		
309	Bypass Pumping	21,875.00				-		
310	Washing Wetwell	2,219.00				-		
311	Hatch-Install	338.00				-		
312	Hatch-Material	1,179.00				-		
313	Architectural Demo	9,564.00				-		
314	Hollow Metal Door-Labor	194.00				-		
315	Hollow Metal Door-Material	3,230.00				-		
316	Framing-Labor	1,100.00				-		
317	Framing-Material	1,063.00				-		
318	Roofing-Labor	934.00				-		
319	Roofing-Material	960.00				-		
320	Siding-Labor	510.00				-		
321	Siding-Material	660.00				-		
322	Concrete-Electrical Support	3,969.00				-		
323	Grout	3,354.00				-		
324	Paint-Mobilization	115.00				-		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Charter Township of Oscoda		Owner's Project No.: 20C0175	
Engineer: ROWE Professional Services Company		Engineer's Project No.: 202120	
Contractor: RCL Construction Co., Inc.		Contractor's Project No.:	
Project: Pump Station Replacement			
Contract: EGLE Project 5719-01			

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
325	Paint-General Conditions	344.00				-		
326	Paint-Clean Up	115.00				-		
327	Paint-Labor	10,035.00				-		
328	Paint-Material	1,459.00				-		
P	"PS #21"					-		
329	Sitework-Sidewalk Removal	550.00				-		
330	Sitework-Dewatering	4,400.00				-		
331	Sitework-By-pass Manhole Structure	11,000.00				-		
332	Sitework-Force Main Connection	11,000.00				-		
333	Sitework-Aggregate Pad Access	5,500.00				-		
334	Sitework-Restoration	2,750.00				-		
335	Mechanical-Labor	24,922.00				-		
336	Mechanical-Material	9,982.00				-		
337	Mechanical-Equipment	79,126.00				-		
338	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
339	Electrical-Labor	16,280.00				-		
340	Electrical-Material	8,800.00				-		
341	SCADA-Labor	4,257.00				-		
342	SCADA-Material	4,527.00				-		
343	Pump & Haul	10,000.00				-		
344	Bypass Pumping	20,000.00				-		
345	Concrete Sidewalk	785.00				-		
346	Grout	394.00				-		
347	Concrete-Electrical Support	3,969.00				-		
348	Paint-Mobilization	115.00				-		
349	Paint-General Conditions	344.00				-		
350	Paint-Clean Up	115.00				-		
351	Paint-Labor	2,596.00				-		
352	Paint-Material	396.00				-		
Q	"PS #23"					-		
353	Sitework-Restoration	2,750.00				-		
354	Mechanical-Equipment	16,052.00				-		
355	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
356	Electrical-Labor	16,500.00				-		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Charter Township of Oscoda	Owner's Project No.:	
Engineer:	ROWE Professional Services Company	Engineer's Project No.:	20C0175
Contractor:	RCL Construction Co., Inc.	Contractor's Project No.:	202120
Project:	Pump Station Replacement		
Contract:	EGLE Project 5719-01		

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
357	Electrical-Material	7,150.00				-		
358	SCADA-Labor	4,257.00				-		
359	SCADA-Material	4,527.00				-		
360	Bypass Pumping	5,625.00				-		
361	Concrete-Electrical Support	3,969.00				-		
R	"PS #24"					-		
362	Sitework-Restoration	2,750.00				-		
363	Mechanical-Labor	1,971.00				-		
364	Mechanical-Material	797.00				-		
365	Mechanical-Equipment	15,422.00				-		
366	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
367	Electrical-Labor	16,500.00				-		
368	Electrical-Material	7,150.00				-		
369	SCADA-Labor	4,257.00				-		
370	SCADA-Material	4,527.00				-		
371	Pump & Haul	5,625.00				-		
372	Concrete-Electrical Support	3,969.00				-		
S	"PS #25"					-		
373	Sitework-Restoration	2,750.00				-		
374	Mechanical-Labor	24,568.00				-		
375	Mechanical-Material	7,838.00				-		
376	Mechanical-Equipment	149,286.00				-		
377	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
378	Electrical-Labor	16,060.00				-		
379	Electrical-Material	8,800.00				-		
380	SCADA-Labor	6,340.00				-		
381	SCADA-Material	5,307.00				-		
382	Bypass Pumping	20,000.00				-		
383	Grout	262.00				-		
384	Paint-Mobilization	115.00				-		
385	Paint-General Conditions	344.00				-		
386	Paint-Clean Up	115.00				-		
387	Paint-Labor	2,596.00				-		
388	Paint-Material	396.00				-		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Charter Township of Oscoda	Owner's Project No.:	
Engineer:	ROWE Professional Services Company	Engineer's Project No.:	20C0175
Contractor:	RCL Construction Co., Inc.	Contractor's Project No.:	202120
Project:	Pump Station Replacement		
Contract:	EGLE Project 5719-01		

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
T	"PS #28"					-		
389	Sitework-Restoration	2,750.00				-		
390	Mechanical-Equipment	13,272.00				-		
391	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
392	Electrical-Labor	16,830.00				-		
393	Electrical-Material	6,600.00				-		
394	SCADA-Labor	4,257.00				-		
395	SCADA-Material	4,527.00				-		
396	Concrete-Electrical Support	3,969.00				-		
U	"LAGOON SITE"					-		
397	Site Civil-Mobilize	16,500.00		8,250.00		8,250.00		
398	Site Civil-SESC Measures	550.00				-		
399	Site Civil-Excavate/Backfill for Bldg Foundation	15,125.00		7,562.50		7,562.50		
400	Site Civil-Sitework	26,950.00				-		
401	Site Civil-14" HDPE & Valves	70,510.00		32,457.70		32,457.70		
402	Site Civil-22a Limestone	4,400.00				-		
403	Site Civil-12" CMP	1,650.00				-		
404	Site Civil-Restoration	3,850.00				-		
405	Mechanical-Pumps	4,451.00				-		
406	Mechanical-Pumps Install	1,699.00				-		
407	Mechanical-14" 3-Way Plug Valve	55,248.00				-		
408	Mechanical-Install	5,016.00				-		
409	Mechanical-Screen	207,328.00				-		
410	Mechanical-Install Screen	8,567.00				-		
411	Mechanical-Weirs	2,171.00				-		
412	Mechanical-Install	850.00				-		
413	Mechanical-Material	27,187.00				-		
414	Mechanical-Install Material	19,345.00				-		
415	Mechanical-Sheet Metal	33,311.00				-		
416	Electrical-Gen Exp, Permits, Proj Mgmt	1,650.00				-		
417	Electrical - Light Fixtures	7,700.00				-		
418	Electrical - Square D Equipment	10,780.00				-		
419	Electrical - Gas Detection	15,400.00				-		
420	Electrical - Miscellaneous Materials	34,650.00				-		

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Charter Township of Oscoda	Owner's Project No.:	
Engineer:	ROWE Professional Services Company	Engineer's Project No.:	20C0175
Contractor:	RCL Construction Co., Inc.	Contractor's Project No.:	202120
Project:	Pump Station Replacement		
Contract:	EGLE Project 5719-01		

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
421	Electrical - Labor	49,500.00				-		
422	SCADA - Labor	4,843.00				-		
423	SCADA - Material	4,783.00				-		
424	Structural Steel	17,457.00				-		
425	Plug Valve Alternate	37,470.00				-		
426	Architectural - Demo	2,375.00				-		
427	Concrete Dumpster Curb	10,622.00				-		
428	Concrete Work Building	23,202.00				-		
429	Concrete Work Trough	29,372.00	29,372.00			29,372.00		
430	Resteel Material	1,557.00	1,557.00			1,557.00		
431	Hollow Metal Door - Labor	495.00				-		
432	Hollow Metal Door - Material	5,188.00				-		
433	Framing - Labor	4,452.00				-		
434	Framing - Material	8,240.00	8,240.00			8,240.00		
435	Building Insulation	15,385.00				-		
436	Roofing - Labor	10,253.00				-		
437	Roofing - Material	9,668.00	9,668.00			9,668.00		
438	Siding-Labor	4,422.00				-		
439	Siding-Material	5,800.00	5,800.00			5,800.00		
440	Seeding	5,000.00				-		
441	Fencing	12,500.00				-		
442	Paint-Mobilization	115.00				-		
443	Paint - General Conditions	344.00				-		
444	Paint - Clean up	115.00				-		
445	Paint - Labor	3,171.00				-		
446	Paint - Material	572.00				-		
Original Contract Totals		\$ 5,558,800.00	\$ 242,928.45	\$ 54,234.75	\$ -	\$ 297,163.20	5%	\$ -

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Charter Township of Oscoda		Owner's Project No.:			
Engineer: ROWE Professional Services Company		Engineer's Project No.:		20C0175	
Contractor: RCL Construction Co., Inc.		Contractor's Project No.:		202120	
Project: Pump Station Replacement					
Contract: EGLE Project 5719-01					

No.:	2	Application Period:	From	11/30/21	to	12/31/22	Application Date:	01/07/22
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
447	Materials Cost Increase C.O. #1	6,986.00				-	0%	6,986.00
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Change Order Totals		\$ 6,986.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,986.00
Original Contract and Change Orders								
Project Totals		\$ 5,565,786.00	\$ 242,928.45	\$ 54,234.75	\$ -	\$ 297,163.20	5%	\$ 6,986.00

SWORN STATEMENT

State of Michigan)
) ss.
 County of Midland)

Rodney E. Bauer, being duly sworn, deposes and says: that RCL Construction Company, Inc. is the (Contractor) for an improvement to the following described real property situated in Iosco County Michigan described as follows:

Oscoda Pump Station Replacement

that the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) has (contracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

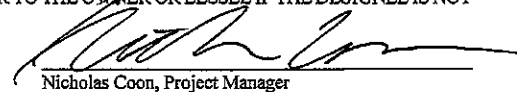
Name of Subcontractor, supplier, or laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer wages Due but unpaid	Amount of laborer Fringe benefits And withholdings Due but unpaid
	Labor, Materials, & Subcontractors Paid to Date					

(Some columns are not applicable to all persons listed.)

That the contractor has not procured materials from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

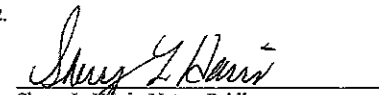
Deponent further says that he or she makes the foregoing statement as the (contractor) or as President of the (contractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents for the above-described property is free from claims of construction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

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


 Nicholas Coon, Project Manager

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.110 OF THE MICHIGAN COMPILED LAW.

Subscribed and sworn to before me this 14th day of January, 2022.


 Sherry L. Harris, Notary Public
 County of Gladwin, Acting in Midland
 My commission expires: 07/14/2023

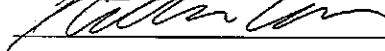
PARTIAL CONDITIONAL WAIVER

I/we have a contract with Charter Twp. Of Oscoda provide service for the improvement for the property as described as Oscoda Pump Station Replacement hereby waive my/our construction lien for the amount of \$48,811.28 for Labor/Materials provided through 1/30/2022.

This waiver, together with all previous waivers, if any, (circle one) does /does not cover all amounts due to me/us for contract improvements provided through the date shown above.

This waiver is conditioned on actual payment of the amount shown above.

RCL Construction Co., Inc.



Nicholas Coon, Project Manager

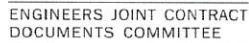
Signed on: 1/19/2022

Address: 777 W. Maynard Road

Sanford, MI 48657

Telephone: 989-687-7319

DO NOT SIGN BLANK OR INCOMPLETE FORMS, RETAIN A COPY



6

Application For Payment
Change Order Summary

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,034,163.50
2. Net change by Change Orders.....	\$	\$13,060.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,047,223.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$1,011,688.00
5. RETAINAGE:		
a. 2.5% X \$1,011,688.00 Work Completed.....	\$	\$25,292.20
b. X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$25,292.20
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$986,395.80
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$937,725.75
8. AMOUNT DUE THIS APPLICATION.....	\$	\$48,670.05
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$47,767.70

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Date:	
-------	--

Approved by:	_____	_____
	Funding or Financing Entity (if applicable)	(Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Water System Improvements Phase IV					Application Number: 6						
Application Period: December 1, 2021 to December 31 ,2021					Application Date: 1/7/2022						
A					B	C	D	E	F		
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	Maintaining Traffic	1	LSUM	\$40,000.00	\$40,000.00	1	\$40,000.00		\$40,000.00	100.0%	
	Mobilization	1	LSUM	\$40,000.00	\$40,000.00	0.95	\$38,000.00		\$38,000.00	95.0%	\$2,000.00
	Cleanup and Restoration	1	LSUM	\$45,000.00	\$45,000.00	0.9	\$40,500.00		\$40,500.00	90.0%	\$4,500.00
	Audio-Video Construction Area Survey	1	LSUM	\$4,250.00	\$4,250.00	1	\$4,250.00		\$4,250.00	100.0%	
	Pavt. Rem	213	Syd	\$10.00	\$2,130.00	219	\$2,190.00		\$2,190.00	102.8%	-\$60.00
	Clearing	1	LSUM	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.0%	
	Tree, Rem, 6 inch to 18 inch	53	Ea	\$300.00	\$15,900.00	86	\$25,800.00		\$25,800.00	162.3%	-\$9,900.00
	Tree, Rem, 19 inch to 36 inch	1	Ea	\$3,000.00	\$3,000.00	2	\$6,000.00		\$6,000.00	200.0%	-\$3,000.00
	Misc Pipe Repr	10	Ea	\$1,250.00	\$12,500.00	3	\$3,750.00		\$3,750.00	30.0%	\$8,750.00
	Soil Erosion and Sedimentation Control	1	LSUM	\$7,500.00	\$7,500.00	0.9	\$6,750.00		\$6,750.00		\$750.00
	Aggregate Base, 4 inch	119	Syd	\$12.00	\$1,428.00	287	\$3,444.00		\$3,444.00		-\$2,016.00
	Aggregate Base, 8 inch	104	Syd	\$24.00	\$2,496.00	327	\$7,848.00		\$7,848.00		-\$5,352.00
	Driveway, HMA	63	Syd	\$42.00	\$2,646.00	32	\$1,344.00		\$1,344.00		\$1,302.00
	Pavt Repr, HMA	104	Syd	\$42.00	\$4,368.00	327	\$13,734.00		\$13,734.00		-\$9,366.00
	Curb and Gutter, Conc, Replacement	19	Ft	\$55.00	\$1,045.00						\$1,045.00
	Sidewalk, Conc, 4 inch	28	Sft	\$7.50	\$210.00	33	\$247.50		\$247.50		-\$37.50
	Driveway, Nonreinf Conc, 6 inch	50	Syd	\$55.00	\$2,750.00	72	\$3,960.00		\$3,960.00		-\$1,210.00
	Aggregate Surface Csc, 4 inch	613	Syd	\$9.00	\$5,517.00	159	\$1,431.00		\$1,431.00		\$4,086.00
	Aggregate Surface Csc, 6 inch	209	Syd	\$14.00	\$2,926.00	1503	\$21,042.00		\$21,042.00		-\$18,116.00
	Turf Establishment	1	LSUM	\$85,000.00	\$85,000.00	0.5	\$42,500.00		\$42,500.00		\$42,500.00
	Fire Hydrant	18	Ea	\$5,100.00	\$91,800.00	18	\$91,800.00		\$91,800.00		
	Gate Valve and Box, 8 inch	16	Ea	\$2,100.00	\$33,600.00	13	\$27,300.00		\$27,300.00		\$6,300.00
	Gate Valve and Box, 10 inch	2	Ea	\$2,900.00	\$5,800.00	2	\$5,800.00		\$5,800.00		
	Water Main, 8 inch, Tr Det F	2579	Ft	\$32.00	\$82,528.00	2686	\$85,952.00		\$85,952.00		-\$3,424.00
	Water Main, 8 inch, Tr Det G	1423	Ft	\$38.00	\$54,074.00	1376	\$52,288.00		\$52,288.00		\$1,786.00
	Water Main, 8 inch, Bored and Jacked	201	Ft	\$275.00	\$55,275.00	192	\$52,800.00		\$52,800.00		\$2,475.00
	Water Main, 8 inch, Directionally Bored	605	Ft	\$77.50	\$46,887.50	605	\$46,887.50		\$46,887.50		
	Water Main, 10 inch, Tr Det F	3587	Ft	\$42.00	\$150,654.00	3641	\$152,922.00		\$152,922.00		-\$2,268.00
	Water Main, 10 inch, Tr Det G	68	Ft	\$47.50	\$3,230.00	62	\$2,945.00		\$2,945.00		\$285.00
	Water Main, 10 inch, Bored and Jacked	132	Ft	\$275.00	\$36,300.00	120	\$33,000.00		\$33,000.00		\$3,300.00
	Water Main, 10 inch, Directionally Bored	150	Ft	\$94.50	\$14,175.00	240	\$22,680.00		\$22,680.00		-\$8,505.00
	Curb Stop and Box, 3/4 inch	40	Ea	\$225.00	\$9,000.00	36	\$8,100.00		\$8,100.00		\$900.00
	Corporation and Tap, 3/4 inch	40	Ea	\$75.00	\$3,000.00	36	\$2,700.00		\$2,700.00		\$300.00
	Connect to Existing Water Main	6	Ea	\$1,000.00	\$6,000.00	6	\$6,000.00		\$6,000.00		
	Testing and Disinfection	1	LSUM	\$7,500.00	\$7,500.00	1	\$7,500.00		\$7,500.00		
	Plumbing Connection to Home	40	Ea	\$475.00	\$19,000.00	19	\$9,025.00		\$9,025.00		\$9,975.00
	Water Serv, Type K Copper, 3/4 inch	40	Ea	\$85.00	\$34,000.00	37	\$31,450.00		\$31,450.00		\$2,550.00
	Water Serv, CTS 250 psi, 3/4 inch, Bored	1604	Ft	\$18.50	\$29,674.00	1248	\$23,088.00		\$23,088.00		\$6,586.00
	Master Meter Pit	1	Ea	\$70,000.00	\$70,000.00	1	\$70,000.00		\$70,000.00		
	Culvert Removal (C.O. #1)		Ea	\$250.00		3	\$750.00		\$750.00		-\$750.00
	Culvert Replacement (C.O. #1)		Ft	\$50.00		37	\$1,850.00		\$1,850.00		-\$1,850.00
	Live Tap Connection (C.O. #1)		Ea	\$1,865.00		4	\$7,460.00		\$7,460.00		-\$7,460.00
	Valve & Hydrant Extension (C.O.#2)		Ea	\$720.00		5	\$3,600.00		\$3,600.00		-\$3,600.00
Totals					\$1,034,163.50		\$1,011,688.00		\$1,011,688.00	97.8%	\$22,475.50

RESOLUTION NO: 2022-02

**RESOLUTION DECLARING SURPLUS PROPERTY AND
APPROVING THE SALE THEREOF
Aune Medical Complex, 5671 N. Skeel Ave.**

**TOWNSHIP OF OSCODA
County of Iosco
State of Michigan**

At a Regular Township Board Meeting of the Township of Oscoda held in the Township Hall, located at 110 South State Street, Oscoda, Michigan on the 24th day of January, 2022 at 7:00 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

RECITALS:

WHEREAS, the Township owns commercial property known as the Aune Medical Complex, located at 5671 N. Skeel Ave, Oscoda, Michigan 48750, as more particularly described in the attached as **Exhibit A** (the "Property"); and

WHEREAS, at a Regular Township Board Meeting held on May 10, 2021, the Township determined that the Property is not needed for a public purpose; and

WHEREAS, at a Regular Township Board Meeting held on December 13, 2021, the Township considered and approved a Platform Access Agreement for the sale of the Property on the online sales platform known as ReallINSIGHT Marketplace; and

WHEREAS, the Township is lawfully empowered by the Charter Township Act, Act 359 of 1947, as amended, and MCL 42.14 to convey Township property that is not needed for a public purpose.

NOW, THEREFORE, IT IS THEREFORE RESOLVED THAT:

1. The Purchase and Sale Agreement, attached hereto as **Exhibit B**, for the sale of the Property to be conducted in accordance with the terms of the Platform Access Agreement between the Township and CWFS-REDS LLC, dated December 10, 2021, is approved.

2. The Addendum to the Purchase and Sale Agreement, attached hereto as **Exhibit C**, is approved for use in the event the bid received is in an amount less than the Reserve Price as provided in the Platform Access Agreement.
3. In the event the bid received is in an amount less than the Reserve Price, the Purchase and Sale Agreement shall be presented to the Township Board at its Regular Township Board Meeting on February 28, 2022, for acceptance or termination of the transaction in accordance with the Addendum to the Purchase Agreement (attached as Exhibit C).
4. Prior to the sale of the Property, a potential buyer may enter onto the Property to conduct its due diligence upon execution of, and in accordance with, an Access and Indemnification Agreement on a form as approved by the Township Attorney in substantially similar form to that attached as **Exhibit D**.
5. The Clerk and Superintendent are authorized to sign the Purchase Agreement and any and all documents necessary to complete the sale of the Property.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board, of the Township of Oscoda, Iosca County, Michigan at a special meeting held on the 24th day of January, 2022.

Joshua Sutton, Oscoda Township Clerk

Exhibit A
[Legal Description]

Parcel # - 066-028-200-059-00

Legal Description

T24N R9E SEC 28 A-2.37 M/L PART OF NW 1/4 OF SD SEC DESCRIBED AS: COMM @ THE N 1/4 COR OF SD SEC TH S 01D 22M 20S E 741.69 FT ALONG THE N-S 1/4 LINE TH S 88D 37M 40S W 616 FT TH S 38D 26M 32S E 147.04 FT TO POB TH S 38D 26M 32S E 148.13 FT ALONG SWLY ROW OF LINE OF SKEEL AVE TH S 07D 30M 35S W 48.42 FT TH S 53D 44M 51S W 238.63 FT TH S 89D 41M 22S W 37.32 FT TH N 44D 09M 24S W 26.73 FT TH N 33D 56M 41S W 140.44 FT TH N 55D 18M 54S E 289.30 FT TO POB SUBJ TO 2 EASEMENTS

Parcel # - 066-028-200-050-00

Legal Description

T24N R9E SEC 28 A-6.60 M/L PART OF NW 1/4 OF SEC 28 DESCRIBED AS: COMM @ TH N 1/4 COR OF SD SEC TH S 01D 22M 20S E 920.18 FT ALONG THE N-S 1/4 LINE TH S 88D 37M 40S W 890.91 FT TO POB TH S 33D 56M 41S E 288.42 FT TH S 44D 09M 24S E 44.56 FT TH S 54D 22M 07S E 20.84 FT TH S 44D 09M 40S 26.72 FT TH S 33D 57M 12S E 161.36 FT TH S 03D 54M 48S E 10.49 FT TH S 26D 07M 35S W 309.70 FT TH S 66D 50M 11S W 42.63 FT TH N 72D 58M 22S W 24.11 FT TH N 73D 29M 30S W 367.35 FT TH N 16D 16M 04S E 184.72 FT TH N 33D 41M 24S W 210.27 FT TH N 56D 14M 21S E 31.52 FT TH N 33D 45M 39S W 94.56 FT TH N 56D 02M 42S E 336.36 FT TH S 78D 57M 00S E 47.13 FT TO POB

EXHIBIT B
[Purchase and Sale Agreement]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) dated as of the date last signed (the “**Effective Date**”), is made by and between _____,

_____ having an address of _____, _____ (hereinafter “**Purchaser**” or “**Buyer**”) and the Charter Township of Oscoda, a Michigan municipal corporation, having an address of 110 South State Street, Oscoda, Michigan 48750 (“**Seller**”).

RECITALS:

R-1. Seller desires to sell certain improved real property known and commonly referred to as the “Aune Medical Center” located at 5671 N. Skeel Ave., Oscoda, Michigan 48750, along with certain related property described below, and Purchaser desires to purchase such real and other property from Seller.

R-2. Seller and Purchaser, intending to be bound by this Agreement, desire to set forth herein the terms, conditions and agreements under and by which Seller shall sell and Purchaser shall purchase the property described below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. THE PROPERTY.

1.1 **Description.** Subject to the terms and conditions of this Agreement, and for the consideration set forth herein, Seller hereby agrees to sell, assign and convey, and Purchaser hereby agrees to purchase and acquire, all of Seller’s respective right, title and interest in and to the following (the “**Property**”):

1.1.1 That certain parcel of land located in Iosco County, Michigan, having a street address of 5671 N. Skeel Ave., Oscoda, Michigan 48750, and being more specifically described on **Schedule 1.1.1**, attached hereto (the “**Land**”), along with all buildings (the “**Buildings**”) together with all other improvements, parking facilities and fixtures located on the Land (the Buildings and any and all other improvements located on the Land are hereinafter referred to collectively as the “**Improvements**”) and all easements, hereditaments, appurtenances, development rights, and other benefits, if any, pertaining to or affecting the Land (collectively, the “**Easements**”). The Land, Buildings, Improvements and Easements are hereinafter collectively referred to as the “**Real Property**”.

1.1.2 All furniture, furnishings, fixtures, equipment and other tangible personal property affixed to and/or located at the Real Property and used in connection with the Real Property, or replacements of those items permitted pursuant to this Agreement (the “**Personal Property**”);

1.1.3 Any and all written leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments, renewals and extensions thereof) (collectively, “**Leases**”), any and all Contracts (defined in Section 3.7, below), any and all permits and any and all warranties, telephone exchange numbers,

architectural or engineering plans and specifications and development rights that exist as of the Date of Closing and relate to the Real Property or the Personal Property (collectively, the **"Intangible Property"**).

1.2 Agreement to Convey. Subject to the conditions set forth in Article 6, Seller agrees to sell and convey, and Purchaser agrees to purchase and accept, on the Date of Closing (defined in Section 2.4, below): (a) fee simple title to the Real Property by way of a Quit Claim Deed (defined in Section 8.1.1, below), to be executed and delivered by Seller in respect to the Property, and which shall be subject to the Permitted Exceptions (defined in Section 3.6, below) affecting or encumbering the Real Property; and (b) the remainder of the Property, by way of the assignment and assumption agreements, a quitclaim bill of sale and other instruments of conveyance described in this Agreement.

2. PURCHASE PRICE AND PAYMENT.

2.1 Purchase Price. The purchase price for the Property (the **"Purchase Price"**) is the Winning Buyer's Offer (defined below). In addition to the Purchase Price, and in consideration of the use of the online auction platform, RealINSIGHT Marketplace, which is operated by CWFS-REDS LLC, a Delaware limited liability company ("REDS"), Purchaser agrees to pay the Platform Fee at Closing.

2.1.1 Winning Buyer's Offer. The winning buyer's offer for the Property (the **"Winning Buyer's Offer"** or **"WBO"**) is _____ and No/100 U.S. Dollars (\$ _____ .00).

2.1.2 Platform Fee. The platform fee for the Property (the **"Platform Fee"**) is the greater of Five Percent (5%) of the WBO or \$25,000.00. The Platform Fee is _____ and No/100 U.S. Dollars (\$ _____ .00).

2.2 Earnest Money Deposit.

2.2.1 Deposit. As the initial deposit (the **"Earnest Money Deposit"**), Purchaser shall be required to pay ten percent (10%) of the Purchase Price, but not less than Twenty Thousand and No/100 Dollars (\$20,000.00) and not to exceed One Million and No/100 Dollars (\$1,000,000.00). The total amount of Earnest Money Deposit due must be deposited with First American Title Company; 112 E Pecan St., Suite 2600, San Antonio, TX 78205; James Cardenas, Senior Commercial Escrow Officer; jdcardenas@firstam.com; (210) 780-3163 (**"Title Company"**), no later than one (1) business day following Purchaser being declared the winning bidder (even if the sale is subject to confirmation). Regardless of the amount financed, if any, the Earnest Money Deposit will not be altered. The Earnest Money Deposit will be non-refundable (except upon a default by Seller or as specifically provided herein). If Purchaser shall fail to timely make the Earnest Money Deposit by 5:00 p.m. Eastern Time, as set forth herein, this Agreement shall automatically terminate and neither party shall thereafter have any further rights, obligations or liability hereunder, except as otherwise expressly set forth herein. Purchaser acknowledges that once posted, the Earnest Money Deposit shall be non-refundable to Purchaser, except as otherwise described herein.

2.2.2 Maintenance of Deposit. The Earnest Money Deposit shall be held by Title Company in an interest-bearing account subject to receipt of a form W-9 from Purchaser. All interest earned on the Deposit shall be added to the principal held in the escrow and shall constitute a part of the Deposit (hereinafter defined). The term **"Deposit"** as used herein shall mean the Earnest Money Deposit and any additional deposits as are described herein and all interest earned thereon. Interest earned on the Deposit shall be deemed earned by Purchaser.

2.2.3 Purchaser agrees that the retention of the Deposit by Seller represents a reasonable estimation as of the Effective Date of Seller's damages in the event of Purchaser's Default hereunder, that actual damages would be impracticable or extremely difficult to ascertain, and that the provision for liquidated damages hereunder does not constitute a penalty. The parties acknowledge that these damages have been specifically negotiated between themselves and are, among other things, to compensate Seller for taking the Property off the market, for Seller's costs and expenses associated with this Agreement and for Seller's lost opportunity costs. Purchaser hereby waives the rights and benefits of any law, rule, regulation, or order now or hereafter existing that would allow Purchaser to claim a refund of the Deposit as unearned earnest money, a penalty, or for any other reason.

2.3 Payment. Purchaser shall pay to Seller the Purchase Price and shall pay the Platform Fee to REDS on or before 3:00 p.m. Eastern Time, on the Date of Closing (as defined below), by causing Title Company to wire the Adjusted Purchase Price (as defined in Section 8.4) to Seller and Platform Fee to REDS in immediately available funds to such bank account(s) as Seller and REDS may designate. The Deposit shall be paid by Title Company to Seller at Closing and credited against the Purchase Price. The Purchase Price shall also be subject to further adjustments for prorations and credits required to be made in accordance with Article 7, below.

2.4 Closing. The purchase and sale of the Property shall be consummated at closing (the "**Closing**") in escrow through Title Company on the date which is on or before **thirty (30) days** after the Effective Date (the "**Date of Closing**"). Closing shall occur on the Date of Closing at Title Company, or at such other time and place as may be agreed to in writing by Seller and Purchaser.

3. INSPECTIONS, APPROVALS AND AUCTION TERMS.

3.1 Inspections. Purchaser acknowledges, understands and agrees that it has had reasonable opportunity to access the Property and conduct inspections of the Property and further agrees that it waives any and all rights to any additional access to or inspections of the Property.

3.3 Inspection of Documents. Purchaser acknowledges receipt of the materials relating to the Land and Improvements ("**Property Documents**").

3.3.1 Purchaser acknowledges, understands and agrees that the Property Documents may have been prepared by parties other than Seller and that Seller makes no representation or warranty whatsoever, express or implied, as to the completeness, content or accuracy of the Property Documents. Purchaser specifically releases Seller from all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including without limitation attorney's fees whether suit is instituted or not), whether known or unknown, liquidated or contingent (collectively "**Claims**") asserted against or incurred by Purchaser by reason of the information contained in, or that should have been contained in, the Property Documents. The provisions of this Section 3.3.1 shall survive Closing, or the early termination of this Agreement.

3.4 Survey. As part of the Property Documents, Purchaser acknowledges that Seller has delivered or made available for inspection, the most recent survey, if any, in its possession to Purchaser (the "**Existing Survey**"). Purchaser may, prior to the Effective Date, at its sole cost and expense, order an update to the Existing Survey (or if there is no Existing Survey, a new survey) (the Existing Survey, as updated, or a new survey, the "**Survey**").

3.5 Title Commitment. Within five (5) days after the Effective Date, Purchaser, at its sole cost and expense, shall order from Title Company, a Commitment for Title Insurance (the "**Title Commitment**"), setting forth the status of title to the Land and all exceptions which would appear in an

Owner's Policy of Title Insurance, specifying Purchaser as the named insured and showing the Purchase Price as the policy amount.

3.6 Permitted Exceptions. Purchaser shall accept title to the Property, subject to the following exceptions (the "**Permitted Exceptions**"):

3.6.1 Those matters affecting or relating to the title to, or the survey of, the Property which are of record on the date of the Title Commitment or as shown on the Survey.

3.6.2 The lien of non-delinquent taxes, assessments and other usual and customary charges assessed against the owners of real property in the state in which the Land is located.

3.6.3 All matters disclosed by the Property Documents and Leases and Contracts not prohibited hereunder.

3.6.4 All building and zoning laws, codes and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.

3.7 Contracts. Purchaser shall assume all Contracts at Closing (such Contracts being herein referred to as the "**Assumed Contracts**"). As used herein, the term "**Contracts**" shall mean all service, maintenance, supply, or other contracts relating to the operation of the Property, and all other such assignable contracts or agreements in effect as of the Date of Closing.

3.7.1 Consents to Transfer. Seller shall be responsible for securing any consent from third parties who have the right to consent to the transfer of any Contract, Permit, Intangible Property and/or Lease and Purchaser shall be responsible for paying any fee in connection therewith, including but not limited to, any termination fee. The consents shall provide that if the transaction contemplated by this Agreement is not consummated, the consent will not be effective. It is understood that a failure to obtain such consents is not a condition precedent to Purchaser's obligation to close. Purchaser will assume all liability which arises as a result of failing to obtain any such consent and shall indemnify and hold harmless Seller from any liability, claims, actions, expenses, or damages incurred by Seller as a result of such failure, such indemnification shall survive Closing of this transaction.

4. SELLER'S OBLIGATIONS PRIOR TO CLOSING. Until Closing, Seller and/or Seller's agents or representatives shall:

4.1 Insurance. Keep the Property insured, in an amount sufficient to satisfy any co-insurance requirement or stipulation, against fire and other hazards covered by extended coverage endorsement and comprehensive public liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property.

4.2 Operation. Maintain the Property in good condition and make repairs and/or replacements in the ordinary course of business in connection with any damage to the Property, and deliver the Property to Purchaser at Closing in the condition existing as of the Effective Date, normal wear and tear and damage by casualty excepted.

4.3 Notices. Provide to Purchaser, immediately upon the receipt thereof, any and all written notices relating to the Property received by Seller or its agents or representatives from any governmental or quasi-governmental instrumentality, insurance company, vendor or other party under any of the Contracts, or from any other entity or party, which notices are of a type not normally received in the ordinary course of Seller's business, or which may have a material effect upon the Property or result in a material change in a representation or warranty made by Seller hereunder.

4.4 Compliance with Agreements. Take all actions necessary to comply with all agreements, covenants, encumbrances and obligations affecting or relating to the Property and the ownership, operation and maintenance thereof. Seller shall pay all utility bills, tax bills and other invoices and expenses relating to the Property, as and when the same become due, except as otherwise expressly provided herein.

4.5 New Contracts. Seller may, without the prior consent of Purchaser, enter into any Contracts provided that Seller shall provide Purchaser written notice of such actions and such Contracts shall be terminable with thirty (30) days' notice.

4.6 Leases. Seller may (a) amend or terminate any Leases; (b) consent to the assignment of any Leases or subleasing of any of the Property; or (c) enter into any new Lease of the Property or any portion thereof, provided that Seller provides Purchaser with written notice and obtains Purchaser's prior written consent for such actions, which consent shall not be unreasonably withheld, conditioned or delayed.

4.7 Personal Property Substitutions. Seller may remove any item included in the Personal Property provided that Seller substitutes therefor an item of like kind and comparable fair market value.

5. REPRESENTATIONS AND WARRANTIES.

5.1 By Seller. Seller represents and warrants to Purchaser, as of the Effective Date, that:

5.1.1 Seller has the power, right and authority to enter into and perform all of the obligations required of Seller under this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

5.1.2 This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be duly authorized, executed and delivered by Seller. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be valid and legally binding upon Seller and enforceable in accordance with their respective terms.

5.1.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Seller is a party or by which Seller may be bound.

5.1.4 Survival. The representations and warranties set forth in this Article 5 shall not survive Closing of this transaction, and no action or claim may be brought against Seller by Purchaser or any affiliate of Purchaser with respect to a breach of such representations or warranties or any action, suit or other proceedings commenced or pursued, for or in respect of any breach of any representation or warranty made by Seller in this Agreement from and after the Closing.

5.1.5 Limitation on Remedies. Notwithstanding anything herein to the contrary, if Purchaser discovers prior to Closing that one or more of the representations and warranties under the provisions of this Article 5 are false or untrue as of the Date of Closing, Purchaser's sole remedy will be to exercise its rights under the provisions of Section 10.4 hereof.

5.2 By Purchaser. Purchaser represents and warrants to Seller as of the Effective Date that:

5.2.1 Purchaser is a corporation, partnership, limited liability company, trust or other type of business organization that is duly organized, validly existing and in good standing under the laws of the state in which it was organized and Purchaser is qualified to do business in the jurisdiction in which the Property is located.

5.2.2 Purchaser has taken all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Purchaser of its obligations hereunder.

5.2.3 This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, duly authorized, executed and delivered by Purchaser. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

5.2.4 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Purchaser is a party or by which Purchaser may be bound, or any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Purchaser or to the Property.

5.2.5 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy law is pending against or, to the best of Purchaser's knowledge, contemplated by Purchaser.

5.2.6 There are no actions, suits, claims or other proceedings pending or, to the best of Purchaser's knowledge, contemplated or threatened against Purchaser that could affect Purchaser.

5.3 Broker. Seller and Purchaser each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Property, except that Purchaser has retained the services of

Attn: _____, (the "**Purchaser's Broker**") and Seller has retained the services of Friedman Real Estate Brokerage, Inc., Attn: Joel Kestenberg (the "**Seller's Broker**"). Purchaser shall be solely responsible for paying the fees and commissions owed to a Purchaser's Broker, if any, pursuant to a separate written agreement between Purchaser and Purchaser's Broker, and Seller shall be solely responsible for paying the fees and commissions owed to Seller's Broker, pursuant to a separate written agreement between Seller and Seller's Broker. Seller, REDS and Seller's Broker have not offered to pay a fee to a Purchaser's Broker in connection with this transaction. Purchaser agrees that it will indemnify, defend and hold the Seller, REDS and Seller's Broker, free and harmless from the claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Purchaser, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. This indemnity shall survive Closing and any termination of this Agreement.

5.4 Property Condition.

5.4.1 Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN AS SET FORTH IN THIS AGREEMENT), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST,

PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR SUBSTANCES. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND ACCEPTS THE PROPERTY AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS OTHER THAN AS SET FORTH IN THIS AGREEMENT, AND IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY REDS, ANY REAL ESTATE BROKER, ANY ELECTED OFFICIAL, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

5.4.2 Release of Claims. Without limiting the provisions of Section 5.4.1, Purchaser releases Seller from any and all Claims (whether known or unknown, and whether contingent or liquidated) arising from or related to (a) any defects, errors or omissions in the design or construction of the Property, whether the same are a result of negligence or otherwise; or (b) other conditions (including environmental conditions) affecting the Property, whether the same are a result of negligence or otherwise. The release set forth in this Section specifically includes any Claims under any Environmental Laws, under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., or with respect to any environmental risk. "**Environmental Laws**" includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.), the Clean Air Act (42 U.S.C. §§7401 et seq.), the Clean Water Act (33 U.S.C. §§1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), the Federal Insecticide, Fungicide

and Rodenticide Act (7 U.S.C. §§136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

5.4.3 Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) Purchaser had an opportunity to inspect the Property and its operations prior to the Effective Date, (b) if this transaction is consummated, Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection and knowledge of the Property, and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in Article 5), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. With respect to any Personal Property being conveyed hereunder, Purchaser shall not rely on any list of such property compiled by Seller, but rather, Purchaser shall compile its own list for review by Seller.

5.4.4 RELEASE. PURCHASER HEREBY RELEASES SELLER, REDS AND ANY SERVICER, ELECTED OFFICIAL, AGENT, REPRESENTATIVE, MANAGER, AFFILIATE, OFFICER, PARTNER, SHAREHOLDER OR EMPLOYEE OF SELLER (A "**SELLER RELATED PARTY**") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER (A "**PURCHASER RELATED PARTY**") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROPERTY, AND PURCHASER WILL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF.

5.4.5 ASSUMPTION. EFFECTIVE AS OF THE DATE OF CLOSING, PURCHASER WILL ASSUME ALL OF SELLER'S LIABILITIES AND OBLIGATIONS WITH RESPECT TO THE LEASES, CONTRACTS, AND PERMITS (TO THE EXTENT SUCH PERMITS ARE ASSIGNED OR TRANSFERRED) ARISING AND ACCRUING FROM AND AFTER THE DATE OF CLOSING.

5.4.6 SURVIVAL. THE ACKNOWLEDGMENTS AND AGREEMENTS OF PURCHASER SET FORTH IN THIS ARTICLE 5 WILL SURVIVE THE CLOSING.

5.4.7 PERSONAL PROPERTY; INTANGIBLE PROPERTY. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO SELLER'S TITLE TO THE PERSONAL PROPERTY OR THE INTANGIBLE PROPERTY.

6. **CONDITIONS PRECEDENT TO CLOSING.**

6.1 Conditions for the Benefit of Purchaser. The obligation of Purchaser to consummate the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of the following condition precedent:

6.1.1 The representations and warranties of Seller contained in this Agreement shall be true, complete and accurate in all material respects, as of the Effective Date.

6.1.2 The Title Company shall, upon payment by Purchaser of the Title Company's premium, issue to Purchaser an ALTA 2006 form owner's policy of title insurance (the "**Purchaser's Title Policy**") in the amount of the Purchase Price showing fee title to the Real Property vested solely in Purchaser and subject only to (a) the standard, preprinted exclusions to Purchaser's Title Policy; (b) liens to secure payment of real estate taxes and assessments not yet due and payable; (c) matters affecting the Real Property created by or consented to by Purchaser; and (d) Permitted Exceptions, as defined in Section 3.6. Purchaser may request that the Title Company provide endorsements to the Purchaser's Title Policy, provided that (i) such endorsements shall be at no cost to, and shall impose no additional liability on, Seller, (ii) Purchaser's obligations under this Agreement shall not be conditioned upon Purchaser's ability to obtain such endorsements, and (iii) Closing shall not be delayed as a result of Purchaser's request.

6.2 Waiver of Conditions. Purchaser shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Purchaser unless it is in writing and executed by an authorized officer of Purchaser.

6.3 Conditions for the Benefit of Seller. The obligation of Seller to consummate the conveyance of the Property hereunder is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

6.3.1 Receipt by Seller of all requisite approvals and consents, including, but not limited to, consents to the transfer of any Assumed Contract, permit and/or Lease to be assigned to Purchaser at Closing.

6.4 Waiver of Conditions. Seller shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Seller unless it is in writing and executed by an authorized officer of Seller.

6.5 Failure of a Condition. In the event any of the conditions set forth in this Article are not fulfilled or waived, this Agreement shall terminate and all rights and obligations hereunder of each party shall be at an end and the Deposit shall be returned to Purchaser, as Purchaser's sole remedy and neither party shall have any obligations to the other.

7. CLOSING COSTS AND PRORATIONS.

7.1 Purchaser's Costs. Purchaser will pay the following costs of closing this transaction:

7.1.1 All recording fees and any and all state and county recordation, documentary or transfer taxes, which shall be based on the Purchase Price defined in Section 2.1 above;

7.1.2 All premiums, fees and costs associated with the issuance of any title policy as well as for all premiums, fees and costs associated with the issuance of a mortgagee title insurance policy, and all of the settlement fees and other charges of Title Company due in connection with the closing of this transaction;

7.1.3 The cost of the Survey;

7.1.4 The fees and disbursements of Purchaser's counsel and any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction;

7.1.5 Any and all costs and expenses in connection with obtaining financing for the purchase of the Property, including without limitation any recordation or transfer taxes required to be paid upon the recordation of any deed of trust, mortgage or other security agreement executed and recorded in connection with such financing;

7.1.6 Any sales taxes payable with respect to any personal property included within the Property; and

7.1.7 Any and all fees or costs related to the assignment, assumption, transfer or termination of existing Leases, Contracts or other Intangible Property; and

7.1.8 All of the fees of Purchaser's Broker referred to in Section 5.3 above.

7.1.9 The Platform Fee.

7.2 Seller's Costs. Seller will pay the following costs of closing this transaction:

7.2.1 The fees and disbursements of Seller's counsel;

7.2.2 The fees of Seller's Broker referred to in Section 5.3, above; and

7.2.3 All release fees and other charges required to be paid in order to release from the Property the lien of any mortgage or other security interest which Seller is obligated to remove pursuant to the terms of this Agreement.

7.3 Prorations. All revenues collected, and all expenses, including, but not limited to rents and any other amounts paid by tenants, personal property taxes, installment payments of special assessment liens, vault charges, sewer charges, utility charges, reimbursement of maintenance and repair expenses and normally prorated operating expenses billed or paid as of the Date of Closing (or estimates for invoices for such operating expenses which are unbilled as of the Date of Closing but shall include expenses applicable to a time period on or after the Date of Closing), shall be prorated as of 11:59 p.m. Eastern Time, on the day before the Date of Closing and shall be adjusted against the Purchase Price due at Closing. Purchaser shall receive a credit against the Purchase Price at Closing in an amount equal to any and all refundable tenant security deposits in Seller's possession with respect to the Leases. Seller and Purchaser acknowledge and agree that no re-proration shall occur post-Closing for any reason, known or unknown at the time of Closing or thereafter, and all proration figures included in the Settlement Statement (as defined in Section 8.1.7 below) shall be final upon execution by the parties.

7.3.1 Receivables. Purchaser shall purchase all accounts receivable due as of 11:59 p.m., Eastern Time, the day before the Date of Closing, in addition to the Purchase Price. As used herein, the term "**Accounts Receivable**" shall mean all outstanding debts one hundred twenty (120) days or less past due including, but not limited to, past-due rents, for tenants that are still tenants of the Property on the Date of Closing.

7.3.2 Operating Expense Reconciliation. Purchaser acknowledges and agrees that Seller shall not be required to prepare or complete any reconciliation of operating expenses to determine if tenants of the Property have overpaid or underpaid operating expenses for the year in which Closing occurs or any year prior to the Date of Closing. Upon the consummation of Closing, Purchaser shall be responsible for all obligations as landlord under the Leases pursuant to the Assignment and Assumption Agreement (as defined in Section 8.1.2 below), including preparation and/or completion of any outstanding reconciliation of operating expenses required under the Leases as well as refunding tenants for any overpaid amounts or collecting from tenants any underpaid amounts determined by such reconciliation, regardless of whether such obligations of landlord arose prior to the Date of Closing. Seller and Purchaser

acknowledge and agree that no post-Closing re-proration shall occur based on Purchaser's reconciliations of operating expenses.

7.3.3 Leasing Costs. Purchaser shall pay, in addition to the Purchase Price, any and all leasing costs paid by, or due from Seller, on or before the Date of Closing, whenever accrued, including, but not limited to, all tenant improvement allowances and leasing commissions for Leases, and costs associated with preparing lease documents for the Property (the "**Leasing Costs**"). In the event any Leasing Costs shall become due and payable after the Date of Closing, Purchaser shall be responsible for such Leasing Costs in accordance with the applicable terms of the Leases and pursuant to the Assignment and Assumption Agreement (as defined in Section 8.1.2 below).

7.3.4 Utility Deposits. Seller shall be entitled to any refundable deposits held for utility accounts affecting the Property.

7.4 Taxes. General real estate taxes and special assessments relating to the Property payable during the year in which Closing occurs shall be prorated with respect to the Property as of the day before the Date of Closing. If Closing shall occur before the actual taxes and special assessments payable during such year are known, the apportionment of taxes shall be upon the basis of taxes for the Property payable during the immediately preceding year. If, as the result of an appeal of the assessed valuation of the Property for any real estate tax year prior to (or including) the Closing, there is issued after Closing an administrative ruling, judicial decision or settlement by which the assessed value of the Property for such tax year is reduced, and a real estate tax refund issued, Seller shall be entitled to all such refunds relating to the period prior to Closing. If Seller engaged the tax appeal agent then the tax appeal agent shall remain responsible solely to Seller for such appeal. If the appeal is successfully culminated either prior to or after the proposed sale transaction, and Purchaser would benefit from such appeal for the current or subsequent tax year, then Purchaser shall pay a pro-rata share portion of the costs and expenses incurred by Seller in connection with the appeal.

7.5 In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Property is located.

7.6 Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this Article 7 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property and shall receive all income therefrom accruing through midnight of the day preceding the Closing and Purchaser shall bear all such expenses and receive all such income accruing thereafter.

8. CLOSING AND ESCROW.

8.1 Seller's Deliveries. Seller shall deliver either at the Closing or by making available at the Property, as appropriate, the following original documents, each executed and, if required, acknowledged:

8.1.1 A Quit Claim Deed, in the form attached hereto as **Schedule 8.1.1** (the "**Deed**"), conveying title to Purchaser of the Property, subject only to the Permitted Exceptions.

8.1.2 (a) Originals (to the extent in Seller's possession) of all of the Assumed Contracts relating to the Property; and (b) an assignment of the Intangible Property to Purchaser by way of an assignment and assumption agreement, in the form attached hereto as **Schedule 8.1.2** (the "**Assignment**").

and Assumption Agreement”), conveying to Purchaser Seller’s rights, title and interest in and to the Intangible Property attributable to the Property.

8.1.3 (a) Originals (to the extent in Seller’s possession) of all warranties then in effect, if any, with respect to the Property or to the Improvements or any repairs or renovations to such Improvements and (b) an assignment of all such warranties being conveyed hereunder, conveying to Purchaser Seller’s rights, title and interests in and to the warranties attributable to the Property.

8.1.4 Appropriate evidence of authority, capacity and status of Seller as reasonably required by Title Company.

8.1.5 An **“Owner’s Affidavit”**, in a form sufficient for Title Company to delete any exceptions for (a) mechanics’ or materialmen’s liens arising from work at the Property which is the responsibility of Seller hereunder, (b) parties in possession, other than tenants as tenants only, and, (c) matters not shown in the public records.

8.1.6 A joint settlement statement (the **“Settlement Statement”**), prepared by Title Company.

8.1.7 A quitclaim bill of sale in the form attached hereto as **Schedule 8.1.8** (the **“Bill of Sale”**), transferring to Purchaser all of Seller’s right, title and interest in the Personal Property.

8.1.8 A notice to tenants or lessees under the Leases, if any, providing notice of the change in ownership in the form attached hereto as **Schedule 8.1.10** (the **“Notice to Tenants”**), which notice shall be delivered by Purchaser to such tenants or lessees upon consummation of Closing.

8.1.9 Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby.

8.2 Purchaser’s Deliveries. At the Closing, Purchaser shall (a) pay Seller the Purchase Price as required by, and in the manner described in, Article 2 hereof, (b) pay Seller’s Broker the Platform Fee as required by, and in the manner described in, Article 2 hereof, and (c) execute and deliver the following documents:

8.2.1 The Assignment and Assumption Agreement and Bill of Sale.

8.2.2 Evidence of Purchaser’s authority, and the authority of the person executing any documents at Closing on behalf of Purchaser, acceptable to Seller and Title Company, to enter into the transactions contemplated by this Agreement.

8.2.3 The Settlement Statement.

8.2.4 The Notice to Tenants, if any.

8.2.5 Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby.

8.3 Possession. Purchaser shall be entitled to possession of the Property at the

conclusion of the Closing.

8.4 Escrow Closing. Purchaser and Seller (or their respective counsel on behalf of Purchaser and Seller) shall execute letters of escrow closing instructions (the “**Closing Instructions**”) which will provide that, on the Date of Closing: (a) Seller and Purchaser shall each deposit with Title Company all of the documents and instruments described in Sections 8.1 and 8.2, above (the “**Closing Documents**”); and (b) Purchaser shall deposit with Title Company the balance of the Purchase Price required to be paid after application of the Deposit thereto and all prorations, adjustments and credits required to be made under this Agreement, (the “**Adjusted Purchase Price**”) and the Platform Fee, all of which shall be set forth on, and mutually agreeable pursuant to, a settlement statement executed by both Purchaser and Seller at Closing. Upon receipt of the Adjusted Purchase Price and the Platform Fee, and the satisfaction of all other conditions set forth in the Closing Instructions, Title Company shall be authorized and directed to disburse the Adjusted Purchase Price to Seller or its designee(s) and the Platform Fee to Seller’s Broker, record the Deed among the real property records of the Charter Township of Oscoda, Iosco County, and release the remaining Closing Documents to the appropriate parties, all in strict accordance with the Closing Instructions.

9. **DAMAGE, DESTRUCTION AND CONDEMNATION.**

9.1 Casualty. Except as provided herein, Seller assumes all risk of loss or damage to the Property by fire or other casualty until consummation of Closing, at which time all risk of loss or damage to the Property by fire or other casualty shall be transferred to Purchaser. If at any time after the Effective Date but on or prior to the Date of Closing any portion of the Property is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall promptly give written notice thereof to Purchaser. If the estimated cost to repair the damage or destruction exceeds \$250,000 as reasonably estimated by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days following the date upon which Purchaser receives Seller’s written notice of the destruction or damage, in which event this Agreement shall terminate, the Deposit shall be returned to Purchaser and neither party shall have any further obligation to the other, other than those obligations that expressly survive termination of this Agreement. If Purchaser does not elect to so terminate this Agreement within said ten (10) day period, or if the cost of repair is equal to or less than \$250,000, this Agreement shall remain in full force and effect and the parties shall proceed to Closing without any reduction or adjustment in the Purchase Price, except that all insurance proceeds will be assigned to Purchaser and Seller will pay to Purchaser any deductible under Seller’s insurance policy.

9.2 Condemnation. In the event, at any time on or prior to the Date of Closing, any action or proceeding is filed, under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Seller shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Property, and which portions of the Property will be affected thereby) to Purchaser. If the taking would substantially prevent Purchaser from continuing the existing use of the Property, then Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days following the date upon which Purchaser receives Seller’s written notice of such action or proceeding, in which event this Agreement shall terminate, the Deposit shall be returned to Purchaser and neither party shall have any further obligation to the other, other than those obligations that expressly survive termination of this Agreement. If Purchaser does not elect to so terminate this Agreement within said ten (10) day period, this Agreement shall remain in full force and effect and the parties shall proceed to closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds will be assigned to Purchaser.

10. FAILURE OF CONDITIONS PRECEDENT; DEFAULT AND REMEDIES.

10.1 Failure of Conditions Precedent. If any of the conditions precedent stated in Article 6 have not occurred or been satisfied on or before the Date of Closing, Purchaser or Seller may: (a) terminate this Agreement by written notice to the appropriate party on or before the Date of Closing, in which event the appropriate party shall be entitled to receive disbursement of the Deposit or (b) to waive such conditions precedent and proceed to Closing.

10.2 Purchaser Default. If Purchaser is in default of one or more of Purchaser's obligations under this Agreement other than a failure to timely close, then Seller may give notice to Purchaser (with a copy to Title Company) specifying the nature of the default. Purchaser shall have five (5) business days after receiving that notice, but in no event beyond the Date of Closing, within which to cure that default. If Purchaser fails to cure that default within that period, then Seller's sole remedy for such default shall be to terminate this Agreement by giving notice of such termination to Purchaser (with a copy to Title Company) and receive the Deposit as liquidated damages. If Seller does so terminate this Agreement, then Title Company shall pay the Deposit to Seller.

10.3 Liquidated Damages. SELLER AND PURCHASER AGREE THAT PAYMENT OF THE DEPOSIT TO SELLER UNDER THIS ARTICLE 10 SHALL BE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

10.4 Seller Default. If Seller is in default of one or more of Seller's material obligations under this Agreement other than a failure to timely close (for which there shall be no notice and cure period), then Purchaser shall give notice to Seller (with a copy to Title Company) specifying the nature of the default. Seller shall have five (5) business days after receiving such notice, but in no event beyond the Date of Closing within which to cure the default. In the event Seller shall: (a) fail to sell, transfer and assign the Property to Purchaser in violation of the terms of this Agreement, and/or (b) fail to perform any other material obligation of Seller hereunder beyond any applicable notice and cure period, and/or (c) intentionally breach any warranty made or granted by Seller under this Agreement, which breach is not cured by the Date of Closing and/or (d) have breached any representations of Seller contained herein in any material respect, Purchaser shall be entitled to: 1) declare this Agreement to be null and void and demand and receive the return of the Deposit whereupon, neither party shall have any further rights, duties or obligations hereunder except as otherwise provided herein and 2) pursue all other remedies available at law or in equity, save and except consequential or punitive damages, which rights are hereby waived by Purchaser.

10.4.1 Waiver of Default. If Purchaser does not duly notify Seller of the default and does not give Seller a notice of termination hereunder, then (i) the default shall be treated as waived by Purchaser and (ii) at Closing, Purchaser shall accept the Property subject to the default without any reduction in the Purchase Price and without any Claims against Seller on account of the default.

10.5 Termination. Upon any termination of this Agreement pursuant to any right of a party to terminate set forth in this Agreement, (a) the Deposit shall be paid over to the party entitled to the same, (b) all documents deposited by Purchaser and Seller into escrow shall be returned by Title Company to the party depositing the same, and (c) all copies of all Property Documents provided to Purchaser by Seller shall be returned to Seller, whereupon the parties will have no continuing liability to each other unless otherwise expressly stated in any provision of this Agreement.

10.6 Attorneys' Fees. Notwithstanding anything to the contrary in this Agreement, in the event that either Seller or Purchaser, as the case may be, shall bring a lawsuit against the other party for breach of such party's obligations under this Agreement, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including without limitation reasonable attorneys' fees. The "prevailing party" shall be determined by the court hearing such matter.

11. NOTICES. Any notice required or permitted to be given hereunder may be served by a party or its attorney and must be in writing and shall be deemed to be given (a) when hand delivered, (b) one (1) business day after pickup by Emery Air Freight, United Parcel Service (Overnight) or Federal Express, or another similar overnight express service, (c) when transmitted by telecopy or facsimile, provided that confirmation of the receipt of same is noted upon transmission of same by the sender's telecopy machine, or (d) when transmitted by electronic correspondence, in any case addressed or sent to the parties at their respective addresses set forth below:

If to Seller:

Charter Township of Oscoda

110 S. State Street

Oscoda, Michigan 48750

Attn: Tammy Kline, Superintendent

Phone: (989) 739-8299

Fax: (989) 739-3344

Email: Superintendent@oscodatownshipmi.gov

With a copy to:

Rosati Schultz Joppich & Amtsbuechler

27555 Executive Drive, Suite 250

Farmington Hills, Michigan 48331

Attn: Lisa J. Hamameh, Esq.

Phone: (248) 489-4100

Fax: (248) 489-1726

Email: Lhamameh@rsjalaw.com

If to Purchaser:

Attn: _____

Phone: _____

Fax: _____

Email: _____

With a copy to:

Attn: _____

Phone: _____

Fax: _____

Email: _____

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Article 11 to the other party. Telephone numbers are for informational purposes only. Any and all notices to Seller shall be given to Seller's attorney. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

12. MISCELLANEOUS.

12.1 Entire Agreement. This Agreement, together with the Schedules attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

12.2 Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

12.3 Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Michigan. Purchaser irrevocably consents and submits to the nonexclusive jurisdiction of the courts of the state and federal district in which the Real Property is located and waives any objection based on venue of *forum non conveniens* with respect to any action instituted in those courts arising under this Agreement or in any way connected or related or incidental to the dealings of Purchaser and Seller in respect of this Agreement or any related transactions, in each case whether now existing or later arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any of those matters will be heard only in the courts described above.

12.4 Assignability. Purchaser may assign or transfer any of Purchaser's rights, obligations and interests under this Agreement, to any person or entity upon providing Seller with written notice not less than five (5) business days prior to the Date of Closing. Upon any such assignment or other transfer, Purchaser and such assignee or transferee shall be jointly and severally liable for the obligations of Purchaser under this Agreement, which liability shall survive the assignment or transfer and the Closing.

12.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

12.7 Captions; Interpretation. The captions in this Agreement are inserted only as a

matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Article" or "Section" are to sections of this Agreement.

12.8 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

12.9 Time of Essence. Time is of the essence with respect to the performance of the obligations of Seller and Purchaser under this Agreement.

12.10 Counterparts and Electronic Signatures. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Purchaser agree that this Agreement, any Addendum thereto or any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Seller and Purchaser the same as if it were physically executed and Purchaser hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller.

12.11 Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

12.12 Proper Execution. This Agreement shall have no binding force and effect on either party unless and until both Purchaser and Seller shall have executed and delivered this Agreement via DocuSign.

12.13 Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

12.14 Business Days. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or Legal Holiday (hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used herein, the term "Legal Holiday" shall mean any local or federal holiday on which post offices are closed in the state in which the Property is located.

12.15 Limitation of Liability. No present or future partner, director, officer, member, shareholder, employee, advisor, affiliate, servicer or agent of or in Seller, Purchaser or any affiliate of any of the foregoing will have any personal liability, directly or indirectly, under or in connection with this

Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations of liability contained in this paragraph will survive the termination of this Agreement or the Closing, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument. In no event will Seller or Purchaser be liable for any consequential, exemplary or punitive damages under any circumstances in connection with this Agreement or the transaction contemplated hereby.

12.16 Back-Up Contracts. Notwithstanding anything herein to the contrary, Seller reserves the right to continue marketing the Property for sale and to entertain letters of intent regarding the sale of the Property while this Agreement is outstanding, provided Seller shall not enter into any binding back-up agreements with respect to the sale of the Property for so long as this Agreement is in force.

12.17 WAIVER OF JURY TRIAL. PURCHASER WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT, (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF PURCHASER AND SELLER IN RESPECT OF THIS AGREEMENT OR RELATED TRANSACTIONS, IN EACH CASE WHETHER NOW EXISTING OR LATER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. PURCHASER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT SELLER MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF PURCHASER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

12.18 No Third Party Beneficiary. This Agreement is solely for the benefit of Purchaser and Seller and Purchaser's permitted assigns. No other person or entity is entitled to the benefit or may enforce any of the provisions of this Agreement, except where expressly provided herein to the contrary.

12.19 Purchaser Representation and Consent. Purchaser acknowledges and confirms that it has had every opportunity to obtain legal representation in this matter and, if the name of Purchaser's counsel is not set forth in Article 11 hereof, then Purchaser has either intentionally declined to obtain representation, or not advised Seller of its representation; further, Purchaser confirms that he is a sophisticated purchaser of similar commercial properties, is familiar with all rights and remedies of Michigan law, and specifically waives any right to further representation. Purchaser confirms and acknowledges that he is not relying on any legal advice from Seller, Seller's counsel, the Broker, or any other party in this matter.

12.20 Auction Sale/Process. Seller may select the winning bid in its sole and absolute discretion. No obligation to sell shall be binding on Seller unless and until this Agreement is counter-signed by Seller. Seller may rescind any oral acceptance of a winning bid prior to the execution and delivery of this Agreement to Purchaser for any reason, including but not limited to, the receipt of a subsequent higher bid or offer to purchase whether such higher bid or offer to purchase was received pursuant to the Terms and Conditions (defined in Section 12.21, below) or otherwise.

12.21 Auction Terms and Conditions. Purchaser represents and warrants that Purchaser has received, read and accepts all terms and conditions pertaining to the sale of the Property (the "**Terms and Conditions**"), which have been made available on the auction website, *marketplace.realinsight.com* (the "**Website**") and which Terms and Conditions are incorporated herein by reference. In the event of any conflict or inconsistency between the Terms and Conditions and this Agreement, this Agreement shall control and prevail in all respects.

12.22 Purchaser and Buyer. When used in this Agreement or any document concerning the parties to this Agreement, the terms "Purchaser" and "Buyer" shall have the same meaning and be used interchangeably.

12.23 Section 1031 Like-Kind Exchange. Either Seller or Purchaser may consummate the purchase of the Property as part of a so-called like kind exchange (the "**Exchange**") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provided that: (a) the Closing shall not be delayed or adversely affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition to Purchaser's or Seller's obligations under this Agreement; (b) either Seller or Purchaser may effectuate the Exchange through a qualified intermediary so long as neither of their respective rights and obligations under this Agreement are adversely affected thereby; and (c) neither Seller nor Purchaser shall be required to make an assignment of the purchase agreement for the exchange property or be required to acquire or hold title to any real property for the purposes of consummating the Exchange. Neither Seller nor Purchaser shall, by this agreement or acquiescence to the Exchange, (i) have their rights under this Agreement adversely affected or diminished in any manner, or (ii) be responsible for compliance with or be deemed to have warranted to the other that the Exchange in fact complies with Section 1031 of the Code.

12.24 Prohibited Persons and Transactions. Purchaser represents and warrants to Purchaser's knowledge: (i) Purchaser is not a Prohibited Person (defined below); (ii) none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Agreement is a Prohibited Person; (iii) the funds or other assets Purchaser will transfer to Seller under this Agreement are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person; and (iv) the funds or other assets Purchaser will transfer to Seller under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7). "**Prohibited Person**" means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; (e) a person or entity that is an Iran Linked Business as defined in the Iran Economic Sanctions Act, Public Act 517 of 2012; or (f) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c), (d) and/or (e) above. The foregoing representations shall survive Closing and any termination of this Agreement.

12.25 Non-Assignability. This Agreement shall not be assigned by Purchaser without the prior written consent of Seller. Any unauthorized assignment of this Agreement or of any interest in this Agreement shall be void and of no effect.

13. **ESCROW AGREEMENT**

13.1 Deposit. Title Company agrees to deposit the Deposit in an interest bearing account, subject to the receipt from Purchaser of a form W-9 for the purposes of investing said funds and to hold and disburse said funds, and any interest earned thereon, as hereinafter provided. Upon written notification from Seller or Purchaser in accordance with the terms of this Agreement, Title Company shall release the funds in accordance with and pursuant to the written instructions. In the event of a dispute between any of the parties hereto pertaining to the Deposit, sufficient in the sole discretion of Title Company to justify its doing so, Title Company shall be entitled to tender under the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged.

13.2 Liability. The liability of the Title Company is limited by the terms and conditions expressly set forth herein and by the laws of the State of Michigan and in no event shall the liability of the Title Company exceed the amount of the Deposit. The Title Company shall have no liability whatsoever on account of or occasioned by any failure or negligence on the part of any bank, savings and loan or other savings institution wherein the Deposit is deposited, provided, however, that such institution is, at the time of deposit of the Deposit, federally insured. In the event of litigation affecting the duties of the Title Company as escrow agent relating to this Agreement and the Deposit, Seller and Purchaser, jointly and severally, shall reimburse the undersigned for all expenses incurred by the Title Company, including reasonable attorneys' fees, unless such litigation results from or is caused by the gross negligence or misfeasance of the undersigned.

[Signature Pages Follow]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

SELLER:

Charter Township of Oscoda, a Michigan municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

_____,

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT BY TITLE COMPANY

IN WITNESS WHEREOF, Title Company has signed this Agreement for the limited purposes set forth herein.

TITLE COMPANY:

FIRST AMERICAN TITLE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices to Title Company:

First American Title Company
James Cardenas, Senior Commercial Escrow Officer
112 E. Pecan St., Suite 2600, San Antonio, TX 78205
jdcardenas@firstam.com
(210) 780-3163

SCHEDULE 1.1.1

Real Property Description

Parcel # - 066-028-200-059-00

Legal Description

T24N R9E SEC 28 A-2.37 M/L PART OF NW 1/4 OF SD SEC DESCRIBED AS: COMM @ THE N 1/4 COR OF SD SEC TH S 01D 22M 20S E 741.69 FT ALONG THE N-S 1/4 LINE TH S 88D 37M 40S W 616 FT TH S 38D 26M 32S E 147.04 FT TO POB TH S 38D 26M 32S E 148.13 FT ALONG SWLY ROW OF LINE OF SKEEL AVE TH S 07D 30M 35S W 48.42 FT TH S 53D 44M 51S W 238.63 FT TH S 89D 41M 22S W 37.32 FT TH N 44D 09M 24S W 26.73 FT TH N 33D 56M 41S W 140.44 FT TH N 55D 18M 54S E 289.30 FT TO POB SUBJ TO 2 EASEMENTS

Parcel # - 066-028-200-050-00

Legal Description

T24N R9E SEC 28 A-6.60 M/L PART OF NW 1/4 OF SEC 28 DESCRIBED AS: COMM @ TH N 1/4 COR OF SD SEC TH S 01D 22M 20S E 920.18 FT ALONG THE N-S 1/4 LINE TH S 88D 37M 40S W 890.91 FT TO POB TH S 33D 56M 41S E 288.42 FT TH S 44D 09M 24S E 44.56 FT TH S 54D 22M 07S E 20.84 FT TH S 44D 09M 40S 26.72 FT TH S 33D 57M 12S E 161.36 FT TH S 03D 54M 48S E 10.49 FT TH S 26D 07M 35S W 309.70 FT TH S 66D 50M 11S W 42.63 FT TH N 72D 58M 22S W 24.11 FT TH N 73D 29M 30S W 367.35 FT TH N 16D 16M 04S E 184.72 FT TH N 33D 41M 24S W 210.27 FT TH N 56D 14M 21S E 31.52 FT TH N 33D 45M 39S W 94.56 FT TH N 56D 02M 42S E 336.36 FT TH S 78D 57M 00S E 47.13 FT TO POB

SCHEDULE 8.1.1

Form of Quit Claim Deed

QUIT CLAIM DEED

KNOW ALL PERSONS that the **CHARTER TOWNSHIP OF OSCODA**, a Michigan municipal corporation, whose address is 110 South State Street, Oscoda, Michigan 48750, Quit Claim(s) to _____, a _____, whose address is _____, the following described premises situated in the Township of Oscoda, County of Iosca, State of Michigan, to-wit:

Parcel # - 066-028-200-059-00

T24N R9E SEC 28 A-2.37 M/L PART OF NW 1/4 OF SD SEC DESCRIBED AS: COMM @ THE N 1/4 COR OF SD SEC TH S 01D 22M 20S E 741.69 FT ALONG THE N-S 1/4 LINE TH S 88D 37M 40S W 616 FT TH S 38D 26M 32S E 147.04 FT TO POB TH S 38D 26M 32S E 148.13 FT ALONG SWLY ROW OF LINE OF SKEEL AVE TH S 07D 30M 35S W 48.42 FT TH S 53D 44M 51S W 238.63 FT TH S 89D 41M 22S W 37.32 FT TH N 44D 09M 24S W 26.73 FT TH N 33D 56M 41S W 140.44 FT TH N 55D 18M 54S E 289.30 FT TO POB SUBJ TO 2 EASEMENTS

Parcel # - 066-028-200-050-00

T24N R9E SEC 28 A-6.60 M/L PART OF NW 1/4 OF SEC 28 DESCRIBED AS: COMM @ TH N 1/4 COR OF SD SEC TH S 01D 22M 20S E 920.18 FT ALONG THE N-S 1/4 LINE TH S 88D 37M 40S W 890.91 FT TO POB TH S 33D 56M 41S E 288.42 FT TH S 44D 09M 24S E 44.56 FT TH S 54D 22M 07S E 20.84 FT TH S 44D 09M 40S 26.72 FT TH S 33D 57M 12S E 161.36 FT TH S 03D 54M 48S E 10.49 FT TH S 26D 07M 35S W 309.70 FT TH S 66D 50M 11S W 42.63 FT TH N 72D 58M 22S W 24.11 FT TH N 73D 29M 30S W 367.35 FT TH N 16D 16M 04S E 184.72 FT TH N 33D 41M 24S W 210.27 FT TH N 56D 14M 21S E 31.52 FT TH N 33D 45M 39S W 94.56 FT TH N 56D 02M 42S E 336.36 FT TH S 78D 57M 00S E 47.13 FT TO POB

The grantor grants to the grantee the right to make all divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland 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.

Subject to building and use restrictions and easements of record, if any, and zoning ordinances.

Exempt from county and state taxation pursuant to MCL 207.505(a) and MCL 207.526(a).

WHEREFORE, upon approval by the Township Board, the undersigned Grantor hereby creates, confirms, and conveys the Quit Claim Deed described herein for the sum of _____ (\$_____).

Dated: _____, 2022.

GRANTOR:

CHARTER TOWNSHIP OF OSCODA, a Michigan municipal corporation

Tammy Kline, Superintendent

Joshua Sutton, Clerk
Schedule 8.1.1

COUNTY OF OAKLAND)
) SS
STATE OF MICHIGAN)

Acknowledged before me on this _____ day of _____, 2022, by Tammy Kline, Superintendent,
and Joshua Sutton, Clerk, of the Charter Township of Oscoda, on its behalf.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by and when recorded return to:

Lisa J. Hamameh, Esq.
Rosati, Schultz, Joppich & Amtsbuechler, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-3550

Recording Fee _____ Revenue Stamps _____

SCHEDULE 8.1.2

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, by and between
_____, a _____
("Assignor"), and _____, a _____
("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement ("Agreement") dated _____, 20__, for the sale and purchase of certain "Property", consisting of certain "Real Property" (as more particularly described in Exhibit A), "Personal Property", and "Intangible Property" (as more particularly described in this Assignment and Assumption Agreement), as said terms are defined in the Agreement;

WHEREAS, Assignor desires to quitclaim unto Assignee all of Assignor's right, title and interest in and to the Intangible Property as hereinafter provided; and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to the Intangible Property.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby quitclaim unto Assignee all of the Assignor's right, title and interest in and to the following property to the extent the same is transferable by Assignor (collectively, "Intangible Property");

(a) any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments, renewals and extensions thereof), in effect as of the date of this Assignment and Assumption Agreement (collectively, "Leases");

(b) any and all contracts and agreements of any kind for the maintenance, repair or operation of the Property (other than Leases) in effect as of the date of this Assignment and Assumption Agreement (collectively, "Contracts");

(c) any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect as of the date of this Assignment and Assumption Agreement and necessary for the current use and operation of the Property (collectively, "Permits");

(d) any and all warranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that exist as of the date of this Assignment and Assumption Agreement and relate to the Real Property or the Personal Property (collectively, "General Intangibles"); and

- (e) the name of the Property, if any.

In addition, if and to the extent required by applicable law, Assignor does hereby quitclaim unto Assignee all of Assignor's right, title, and interest in and to any and all refundable tenant deposits (and required interest thereon, if any) in Assignor's possession with respect to the Leases and Contracts as of the date of this Assignment and Assumption Agreement (collectively, the "**Tenants' Deposits**"). "Intangible Property" means the Leases, Contracts, Permits, General Intangibles, and, if and to the extent quitclaimed hereunder, Tenants' Deposits.

2. THE INTANGIBLE PROPERTY IS BEING QUITCLAIMED "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR ASSIGNOR'S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE INTANGIBLE PROPERTY BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS.

3. Assignor hereby assigns and transfers to Assignee all claims, demands and causes of action arising from or related to any environmental injury to the Property that may have occurred or originated prior to the date of this instrument. Environmental injury means any injury, damage or loss in value to the Property arising from any spill, leak or release of any hazardous waste, pollutant, oil or petroleum product, or other solid, liquid or gaseous substance that is currently or hereinafter listed, regulated or designated by any state or federal governmental agency as toxic, hazardous or harmful. Assignor makes no representations or warranties to Assignee as to the existence or viability of any such claims, demands or causes of action. Assignee indemnifies and holds Assignor harmless for such claims.

4. Assignee hereby accepts the foregoing assignment of the Intangible Property and hereby assumes all duties and obligations of Assignor with respect to (a) the Intangible Property for the period on and after the date of this Assignment and Assumption Agreement, save and except those relating to operating expense reconciliations under the Leases, which shall be for any time period, including time periods prior to the date of this Assignment and Assumption Agreement, and (b) any and all refundable deposits paid by tenants and contractors (and required interest on those deposits, if any) under the Leases and Contracts as of the date hereof, whether Assignee has received those deposits or interest or a credit therefore at Closing or not. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all "Claims" asserted against or incurred by Assignor in connection with (a) any acts or omissions, on or after the date of this Assignment and Assumption Agreement, with respect to the Intangible Property, save and except those relating to operating expense reconciliations under the Leases, which shall be for any time period including time periods prior to the date of this Assignment and Assumption Agreement, and/or (b) the deposits and interest assumed by Assignee hereunder. "**Claims**" means claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees, whether suit is instituted or not).

5. This Assignment and Assumption Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and Assumption Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the jurisdiction in which the Real Property is located, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has signed and delivered this Assignment and Assumption Agreement as of the _____ day of _____, 20__.

ASSIGNOR:

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, Assignee has signed and delivered this Assignment and Assumption Agreement as of the _____ day of _____, 20__.

ASSIGNEE:

By: _____

Print Name: _____

Title: _____

SCHEDULE 8.1.8

Form of Bill of Sale

BILL OF SALE

_____ (“**Assignor**”), in accordance with the Purchase and Sale Agreement dated _____, 20__ and in consideration of the sum of Ten Dollars (\$10.00) (the sufficiency and receipt of which are hereby acknowledged), does hereby quitclaim unto _____ a _____ (“**Assignee**”), all of Assignor’s right, title and interest in and to all of the furniture, furnishings, fixtures, equipment and other tangible personal property that is now affixed to and/or located at the Real Property described in **Exhibit A** and used in connection with the management, operation, or repair of that Real Property (collectively, “**Personal Property**”).

TO HAVE AND TO HOLD the Personal Property unto Assignee and Assignee’s heirs, legal representatives, successors and assigns forever.

THE PERSONAL PROPERTY IS BEING QUITCLAIMED “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” AS OF THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY OR ASSIGNOR’S TITLE THERETO. ASSIGNEE IS HEREBY THUS ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON ASSIGNEE’S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR’S AGENTS OR CONTRACTORS. ASSIGNOR HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PERSONAL PROPERTY.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has signed and delivered this Bill of Sale as of the _____
day of _____, 20__.

ASSIGNOR:

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, Assignee has signed and delivered this Bill of Sale as of the _____
day of _____, 20__.

ASSIGNEE:

By: _____

Print Name: _____

Title: _____

SCHEDULE 8.1.9

Form of Notice to Tenants

NOTICE TO TENANTS

_____, 20__

TO: All Tenants of:

This is to notify you that the _____ (the “**Property**”) has been sold by _____ a _____ (“**Seller**”) to _____, a _____ (“**Purchaser**”). All payments of rentals and other amounts hereafter due, under the terms of leases, from tenants of the Property shall be payable to Purchaser at the address set forth below. As a part of that sale, liability for all refundable tenant deposits, if any, (and the interest thereon, if any) with respect to the Property has been assumed by Purchaser as of the date set forth above. Your security deposit, if applicable, has been transferred to Purchaser.

All rent payments and correspondence should be sent to:

[SIGNATURE PAGES FOLLOW]

Signed and delivered by Seller as of the date first above written.

SELLER:

By: _____
Name: _____
Title: _____

Signed and delivered by Purchaser as of the date first above written.

PURCHASER:

By: _____
Name: _____
Title: _____

EXHIBIT C
[Addendum to Purchase Agreement]

Auction Date: February 24, 2022

Property Address: 5671 N. Skeel Ave., Oscoda, MI 48750

**ADDENDUM TO PURCHASE AND SALE AGREEMENT
"SUBJECT TO"**

This Addendum to Purchase and Sale Agreement (this "Addendum"), is entered into by and between Seller and Purchaser(s), who are parties to that certain Purchase and Sale Agreement dated as of the date last signed by the parties (the "Agreement").

This is a reserve auction and all Properties have a reserve price ("Reserve Price"), meaning the Seller for each Property can accept or reject any bid and has also established an unpublished, minimum selling price. The starting bid is not the Reserve Price. In order to become the winning Bidder for a Property, a Bidder must meet or exceed the Reserve Price and have the highest bid, and such highest bid must be accepted by Seller. Purchaser(s) and Seller agree that Seller may terminate the Agreement, in Seller's sole and absolute discretion, in the event Seller does not approve the sale. Seller shall make such election within five (5) business days (excludes weekends and holidays) following the Effective Date of the Agreement (as that term is defined in the Agreement) unless extended in writing by Seller (the "Approval Period") by electronic mail, overnight courier (FedEx, UPS or USPS Express Mail) or registered mail (return receipt requested) ("Notice"), with said Notice deemed given upon the date of sending of such Notice. If Seller or Seller's designee does not provide Notice within the Approval Period then the Agreement shall be deemed rejected without further action. If accepted, Seller or Seller's designee will provide written notice within the Approval Period to Purchaser(s).

If Seller elects NOT to approve the transaction and elects to reject the Agreement and terminate the escrow and transaction, Title Company (as that term is defined in the Agreement) shall return to Purchaser(s) any Earnest Money Deposit given by Purchaser(s) to Title Company, such return contingent upon the Title Company's confirmation of the Earnest Money Deposit having been received as "good funds" and in accordance with the terms of the Agreement. Seller or Seller's representative is authorized to provide the necessary instruction to the Title Company directing the Title Company to return to Purchaser(s) any Earnest Money Deposit given by Purchaser(s) to Title Company and Title Company shall release such monies to Purchaser(s) pursuant to this Addendum. Effective upon release of the Earnest Money Deposit to Purchaser(s), the Agreement and the transaction contemplated thereby shall be cancelled and Purchaser and Seller shall be relieved of any further liability and/or obligation to each other under the Agreement. Purchaser(s) agrees to release Seller, Seller's Broker, Auctioneer, Seller's representatives and the Title Company from and against any and all liabilities in connection with the transaction and the Agreement. Purchaser grants Seller the unilateral right to execute cancellation instructions in the event that Seller elects to cancel and terminate the transaction pursuant to the terms of this Addendum.

If Seller elects to approve and confirm the transaction, then the Agreement shall continue in full force and effect and the Date of Closing shall be in accordance with the terms of the Agreement.

[Signature Pages Follow]

Auction Date: February 24, 2022

Property Address: 5671 N. Skeel Ave., Oscoda, MI 48750

SELLER:

Charter Township of Oscoda,
a Michigan municipal corporation

By: _____

Name: Joshua Sutton

Title: Clerk

Date: _____

By: _____

Name: Tammy Kline

Title: Superintendent

Date: _____

PURCHASER(S):

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

IF INDIVIDUALS:

PRINTED NAME

Date: _____

PRINTED NAME

Date: _____

EXHIBIT D
[Access and Indemnification Agreement]

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement is entered into this ____ day of _____ February, 2022, by and between the Township of Oscoda, a Michigan municipal corporation, having an address of 110 South Street, Oscoda, Michigan 48750 ("Grantor"), and _____, _____ having an address of _____ ("Grantee").

RECITALS

A. Grantor is the legal title holder of record of the real property commonly known as the Aune Medical Complex located at 5671 N. Skeel Ave., Oscoda, Michigan 48750, which is more fully described in Exhibit A hereto (Parcel ID 66-28-200-050 and 66-28-200-059) (the "Property").

B. Grantee is interested in conducting an inspection on the Property in contemplation of purchasing the Property and Grantor is willing to allow such access and inspection, subject to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Access. Grantor hereby grants to Grantee a non-exclusive temporary access license for the limited purpose of allowing Grantee, its agents and representatives, access to the Property during normal business hours (8 a.m. – 5 p.m.), to conduct a physical and environmental inspection of the Land and Improvements (collectively, the "**Inspections**") as Grantee shall deem necessary prior to the commencement of bidding at the auction. At least 24 hours in advance of accessing the Property, Grantee shall give Grantor written notice and, at Grantor's option, a representative of Grantor may accompany Grantee and/or Grantee's representative. Grantee agrees to be solely responsible for the conduct of Grantee's representatives on and adjacent to the Land and Improvements and shall assume and pay for all expenses incurred in connection with the Inspections. At all times during the presence of Grantee or Grantee's representatives on the Land and Improvements, Grantee agrees that Grantee will not allow, and Grantee's representatives will not conduct, any physically invasive testing of, on, or under the Land or Improvements without first obtaining Grantor's written consent. Grantee agrees to return the Land and Improvements to substantially the same condition and cleanliness existing before entry and/or occupation by Grantee's representatives, including, but not limited to, sealing wells or other similar subsurface investigations. Grantee shall use reasonable efforts to minimize interference with Grantor's and any tenants' use and occupancy of the Building. Grantee shall not at any time, either prior to or after the Effective Date, contact any tenants of the Property. Grantee shall keep confidential the information resulting from the Inspections. Grantee may disclose confidential information to Grantee's representatives to the extent each needs to know confidential information for the sole purpose of evaluating the Land and Improvements, provided Grantee takes all reasonable measures to assure that Grantee's representatives keep such information confidential.
2. Indemnification. Grantee, on behalf of itself, its employees, affiliates, agents, representatives, consultants, contractors, subcontractors, guests, or licensees, agrees to and shall indemnify,

defend and hold harmless Grantor and its elected officials, officers, employees, agents, contractors, attorneys, insurers, successors and assigns (for purposes of this section, "Indemnitee(s)") from and against any and all obligations, liabilities, claims, demands, suits, liens, encumbrances, losses, damages, costs and expenses (including, without limitation, reasonable attorney fees and costs) relating, in any way, to Grantee's right of access to the Property, its use of the Property, or breaches of this Agreement, including for loss of or damaged property including, without limitation, Grantor's Property, and the property of others located on the Property, and including injuries to or death of any person, arising or resulting from the acts or omissions of Grantee, its employees, affiliates, agents, representatives, consultants, contractors, subcontractors, guests, or licensees. Grantee shall have the right to control the defense and settlement of all such actions or claims; as long as any settlement includes a full and final release of all claims against the Indemnitee(s). The Indemnitee(s) shall promptly notify Grantee in writing of the claim and provide such information and take all such actions as may be reasonably requested by it in connection with such settlement or defense. The foregoing shall survive termination of this Agreement or the Closing, as applicable.

3. Insurance. Grantee shall, at its sole expense, keep and maintain a policy of comprehensive public liability insurance with a contractual liability endorsement that covers Grantee's indemnity obligation set forth above. This insurance policy shall name Grantor, Grantor's Officers, agents and employees as an additional insured and afford protection in limits of not less than One Million and No/100 Dollars (\$1,000,000) for bodily injury or death in any one accident, and not less than One Million and No/100 Dollars (\$1,000,000) for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the state in which the Property is located and having a national rating of A-XI or better. Grantee shall deliver to Grantor certificates of such insurance coverage and, not less than thirty (30) days before the expiration of the policy, a certificate of the renewal of such coverage accompanied by evidence reasonably satisfactory to Grantor of payment of premiums therefore. In addition, the insurance shall be primary, non-contributing, and contain a waiver of subrogation in favor of Grantor.
4. Term. The term of this Temporary Access Agreement shall commence on the date of execution of the Agreement as set forth above, and it shall expire on February 24, 2022.
5. Duty to Repair, Restore and Replace. Grantee agrees to and shall repair, restore and replace the Property to its pre-use condition prior to the expiration of the term of this Agreement. Such repair, restoration and replacement work shall include, without limitation, the repair, restoration and replacement of any structures, fences, driveways, roadways, surfaces, landscaping, other improvements, or areas on the Property that are damaged, destroyed, or removed by Grantee, its employees, affiliates, agents, representatives, consultants, contractors, subcontractors, guests, or licensees
6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Michigan.
7. Agreement Non-Assignable. This Agreement shall not be assigned by Grantee without the prior written consent of Grantor. Any unauthorized assignment of this Agreement or of any interest in this Agreement shall be void and of no effect.

8. Severability. Each provision, sentence, paragraph, section, term and condition in this Consent Judgment is intended to be severable and in the event that any of them are, for any reason, held to be void, it shall not affect the validity of the remainder of this Agreement.
9. Binding Effect. This Agreement shall be binding upon and inure to the benefits of the parties and their successors, transferees, and assigns.
10. Notices. Any notice to be given or other documents to be delivered by either party shall either be delivered in person or deposited in the United States mail with postage prepaid addressed to the party for whom intended as follows:

If to Grantor: Superintendent
 Oscoda Township
 110 South State Street
 Oscoda, MI 48750

With a copy to: Lisa J. Hamameh, Esq.
 Township Attorney
 Rosati, Schultz, Joppich & Amtsbuechler, P.C.
 27555 Executive Drive, Suite 250
 Farmington Hills, MI 48331

If to Grantee: _____

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement as of the date first written above.

Grantor:

CHARTER TOWNSHIP OF OSCODA

By: Tammy Kline, Superintendent

Grantee:

By:

Exhibit A

Legal Description

Parcel # - 066-028-200-059-00

T24N R9E SEC 28 A-2.37 M/L PART OF NW 1/4 OF SD SEC DESCRIBED AS: COMM @ THE N 1/4 COR OF SD SEC TH S 01D 22M 20S E 741.69 FT ALONG THE N-S 1/4 LINE TH S 88D 37M 40S W 616 FT TH S 38D 26M 32S E 147.04 FT TO POB TH S 38D 26M 32S E 148.13 FT ALONG SWLY ROW OF LINE OF SKEEL AVE TH S 07D 30M 35S W 48.42 FT TH S 53D 44M 51S W 238.63 FT TH S 89D 41M 22S W 37.32 FT TH N 44D 09M 24S W 26.73 FT TH N 33D 56M 41S W 140.44 FT TH N 55D 18M 54S E 289.30 FT TO POB SUBJ TO 2 EASEMENTS

Parcel # - 066-028-200-050-00

T24N R9E SEC 28 A-6.60 M/L PART OF NW 1/4 OF SEC 28 DESCRIBED AS: COMM @ TH N 1/4 COR OF SD SEC TH S 01D 22M 20S E 920.18 FT ALONG THE N-S 1/4 LINE TH S 88D 37M 40S W 890.91 FT TO POB TH S 33D 56M 41S E 288.42 FT TH S 44D 09M 24S E 44.56 FT TH S 54D 22M 07S E 20.84 FT TH S 44D 09M 40S 26.72 FT TH S 33D 57M 12S E 161.36 FT TH S 03D 54M 48S E 10.49 FT TH S 26D 07M 35S W 309.70 FT TH S 66D 50M 11S W 42.63 FT TH N 72D 58M 22S W 24.11 FT TH N 73D 29M 30S W 367.35 FT TH N 16D 16M 04S E 184.72 FT TH N 33D 41M 24S W 210.27 FT TH N 56D 14M 21S E 31.52 FT TH N 33D 45M 39S W 94.56 FT TH N 56D 02M 42S E 336.36 FT TH S 78D 57M 00S E 47.13 FT TO POB

**CHARTER TOWNSHIP OF
OSCODA**

Zoning Department

Memo

To: Board of Trustees

From: Nichole Vallette, Planning and Zoning Director

Date: January 24, 2022

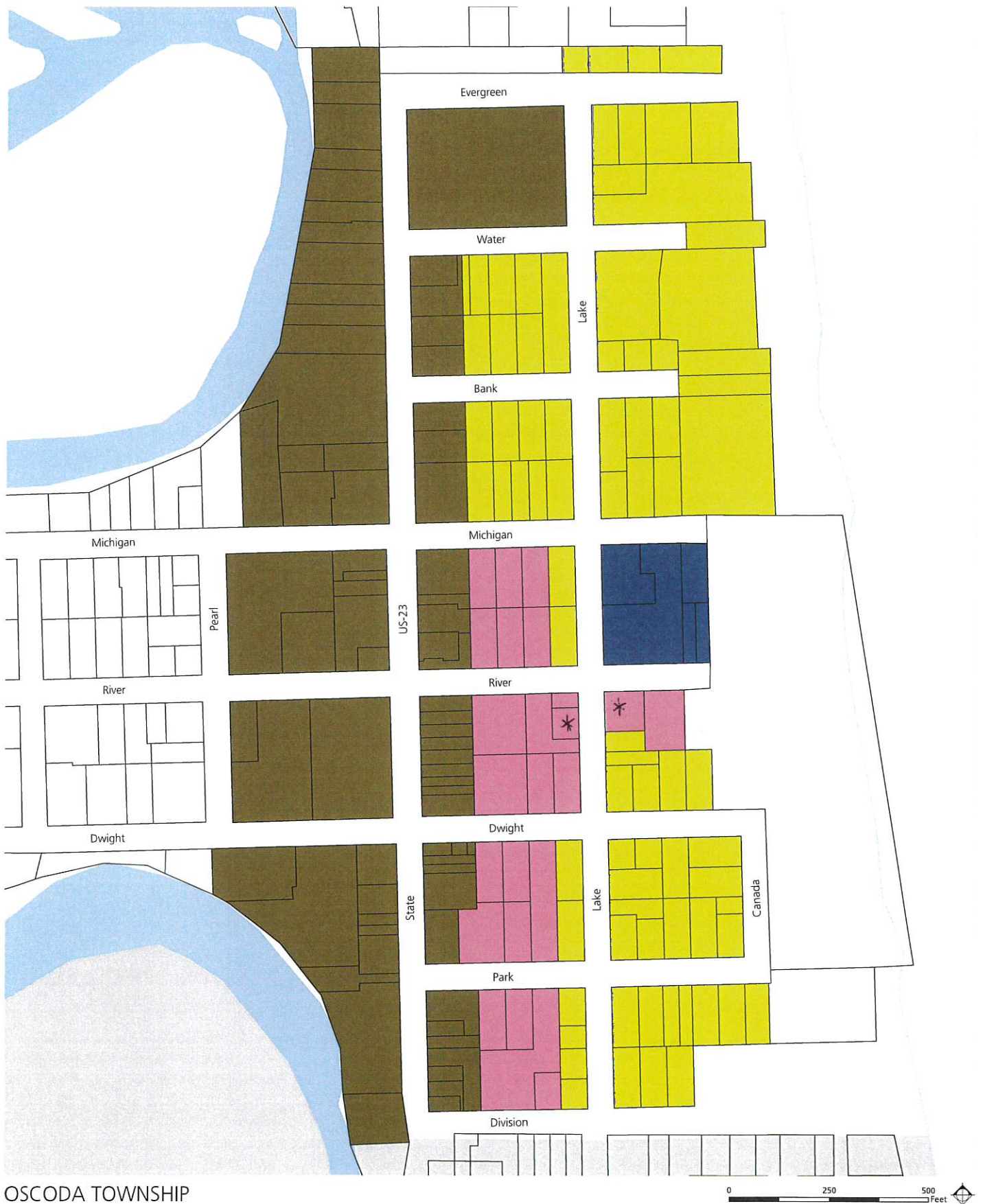
Re: Section 4.13 Street Frontage Regulating Plan Zoning District and Map

Board of Trustees,

Attached is the map from the SSBN Ordinance. At the Planning Commissions January 4, 2022 meeting and public hearing, two parcels zoning were reverted back to what it was when the district was first approved. The Planning Commission made some changes to the map at a June meeting which inadvertently caused some spot zones. The two parcels with asterisks are what was changed by the Planning Commission in January, back to Commercial Traditional. The intention of this district and those blocks is to accommodate for mixed-use development, as shown in Future Land Use from the Master Plan. I am asking for final approval from the board for these minor changes.

Thank you,

Nichole Vallette



OSCODA TOWNSHIP

Street Frontage Regulating Plan

Data Sources: State of Michigan Geographic Data Library

- C-T: Commercial-Traditional
- C-MU: Commercial-Mixed Use
- C-L: Commercial Lodging
- SF-SL: Single Family-Small Lot

CHARTER TOWNSHIP OF OSCODA
Van Etten Lake
AQUATIC PLANT MANAGEMENT SERVICES
PRICE PROPOSAL SHEET

Company Name: LAKE PRO, INC.

Phone: 810-635-4400 Fax: 810-635-4404

Email: ZACH@LAKEPROINC.COM

(Only firm, fixed price offers will be evaluated. An offer that demonstrates a variable cost schedule or is subject to escalation based upon any contingency will not be accepted and will be considered non-responsive and non-conforming to this solicitation.)

Years 202022 - 2026 monitor, prescribe treatments, prepare reports and attend meetings as requested herein

Year	Price (Numerical)
2022	\$8,240 ⁰⁰
2023	\$8,240 ⁰⁰
2024	\$8,240 ⁰⁰
2025	\$8,240 ⁰⁰
2026	\$8,240 ⁰⁰
Lump Sum	\$41,200 ⁰⁰

CONSULTANT'S LUMP SUM "NOT TO EXCEED" AMOUNT to provide the services described herein.

Written Proposal Amount Forty One Thousand Two Hundred \$ 42,200⁰⁰
Dollars & ⁰⁰/100 Numerical

To the Charter Township of Oscoda:

Pursuant to the notices given, the undersigned has examined the documents relating to proposal requirements in order to be considered as the Professional Services Consultant for the Charter Township of Oscoda – Aquatic Plant Management Services and does hereby submit a proposal in accordance with this "Request for Qualifications & Proposals".

Submitted and signed this 6th Day of December, 2021.

Signature of person authorized to legally bind the company.

Signature:

Printed Name:

Title:

ZACH GOODHEART
DIRECTOR OF OPERATIONS

Experience the LakePro Difference

Personal Prompt Professional



Van Etten Lake

2022-2026 Lake Management Proposal

December 2021

LAKEPRO, INC.

9353 Hill Road
Swartz Creek, MI 48473
p (810) 635-4400
f (810) 635-4404
www.lakeproinc.com



9353 Hill Road • Swartz Creek, MI 48473
(810) 635-4400 • Fax (810) 635-4404

www.lakeproinc.com

Technical Resources

Personnel

Tyson Wood will head the Van Etten Lake Management Program. Tyson joined Lake Pro in 2012, leading the herbicide applications for the lakes division. In 2018, Tyson became the Assistant Lake Manager, conducting a majority of vegetation surveys and assisting in developing management programs. In 2021, Tyson became the Lake Manager, overseeing the development and execution of all lake management programs, including vegetation surveys, the development of custom-tailored management plans, and water quality analysis. Tyson has directly assisted in the management of Van Etten Lake for the past three seasons.

Zach Goodheart will be assisting Tyson in the Van Etten Lake Management Program. Zach worked as a certified aquatic pesticide applicator from 2004 to 2010 at LakePro. He then became part owner of an insurance firm before returning to LakePro in 2017 as the Pond Director. Shortly after his return, Zach became the Director of Operations and now oversees the management of all accounts at LakePro. Zach is also certified in Natural Shoreline Engineering. In 2021, Zach managed the Van Etten Lake Management Program.

References

LakePro provides similar services to the following clients:

Coon Lake, Livingston County

Lake Chairman: Bruce Pfister
3987 Southwoods
Howell, MI 48843
(517) 285-5400

Coon Lake is a 97-acre lake in Livingston County. LakePro has worked with Coon Lake to mitigate their issues with the invasive Starry Stonewort and Eurasian Milfoil. LakePro provides Coon Lake management services, including surveys, treatment planning, coordination with the harvester, and meeting support. We also conduct herbicide treatments and water quality testing.

Eight Point Lake, Clare County

Lake Chairman: Ralph Stewart
10512 S. Shore Drive
Lake, MI 48632
(989) 339-0442

Eight Point Lake is a 420-acre lake in Clare County. LakePro has provided management services that have successfully reduced the population of the invasive Eurasian Milfoil on Eight Point Lake. LakePro provides holistic lake management services to Eight Point Lake, including surveys, treatment planning, meeting support, herbicide application, and water quality testing.





9353 Hill Road • Swartz Creek, MI 48473
(810) 635-4400 • Fax (810) 635-4404

www.lakeproinc.com

Oxford Lakes Association, Oakland County
Lake Chairman: Christie Navarre
680 Lakes Edge Dr.
Oxford, MI 48371
(248) 701-0757

At 114 acres, Oxford Lake is the largest of three lakes we manage for the Oxford Lake Association, totaling 158 acres. These lakes are in Oakland County. LakePro has worked with the Association to drastically reduce the Eurasian Milfoil population and provide successful control of the invasive Phragmites. LakePro's services for Oxford Lake include surveys, treatment planning, and meeting support. We also conduct herbicide treatments, water quality testing, and natural shoreline restoration.

Partners & Subcontractors

LakePro will not utilize any partners or subcontractors for this project.

Consultant's Approach

For 2022 and subsequent years, our management strategy will remain similar to the past ten years. We will conduct lake-wide vegetation surveys to document the plant community, locate invasive and nuisance species, and plan herbicide treatments. Our priorities will be:

1. Locating and aggressively treating any reemergence of Eurasian Milfoil
2. Monitoring for other invasive species and treating them aggressively, including Starry Stonewort, Curly-Leaf Pondweed, Cabomba, European Frog's Bit, and Phragmites.
3. Determining where native plants grow to nuisance conditions and treating those specific areas, allowing native plants and wildlife to flourish elsewhere.

LakePro conducts visual and BioBase surveys along the littoral zone. The BioBase mapping provides a "heat map" that reflects vegetation growth and densities, while the visual portion of the survey ensures proper plant identification. Our surveys include conducting rake tosses in deeper water to ensure proper plant identification. All visual observations are marked with GPS points to designate plant species and locations. Proposed treatment areas are developed by combining our visual survey data, GPS points, and BioBase vegetation density map.

The first survey will focus heavily on locating Eurasian Milfoil. Due to its absence in recent years, the focus may shift to other plants growing at nuisance levels or alternative ways to combat the annual cyanobacteria bloom. As in previous years, we plan to aggressively treat the Northwest Bay as soon as nuisance weeds emerge.





9353 Hill Road • Swartz Creek, MI 48473
(810) 635-4400 • Fax (810) 635-4404

www.lakeproinc.com

Project Development and Implementation Timeline

Annually, the lake management timeline will be based on the following schedule. Exact dates may change depending on the holidays and weekends, weather, and treatment scheduling.

Early January	Solicit bids from contractors for herbicide treatments and/or harvesting.
Late January	Bids are due and contracts awarded.
Early February	Contractor shall apply for the MDEQ permit.
Mid May	Contractor shall mail "Treatment Notifications" as required by the MDEQ permit.
Late May	Initial lake vegetation survey.
Mid June	First herbicide treatment in the Northwest Bay as well as any other areas recommended/approved.
Early July	Post-treatment lake vegetation survey to confirm treatment results and look for new aquatic nuisances.
Mid July	Potential herbicide treatment as recommended/approved.
Late July – Early August	Post-treatment lake vegetation survey to confirm treatment results and look for new aquatic nuisances.
Mid August	Potential herbicide treatment as recommended/approved.
Late August – Early September	Post-treatment lake vegetation survey to confirm treatment results and document year-end plant community and lake conditions.
October – November	LakePro to provide year-end lake management report. Contractor to submit Treatment Report as required by the MDEQ permit.





9353 Hill Road • Swartz Creek, MI 48473
(810) 635-4400 • Fax (810) 635-4404

www.lakeproinc.com

Signatures

On behalf of the Board of Directors of LakePro, Inc., I hereby grant Zach Goodheart the authority to submit this bid, legally binding LakePro, Inc. to this bid and any ensuing agreement or contract with Charter Township of Oscoda and/or Van Etten Lake Association.

Signed by:

Printed:

Paul Dominick

Title:

Owner, President

Date:

December 6th, 2021



MICHIGAN WORKERS' COMPENSATION PLACEMENT FACILITY
INDEPENDENT CONTRACTOR WORKSHEET

TO BE COMPLETED BY THE INDEPENDENT CONTRACTOR

Policyholder Name form is being filled out for: _____

Subcontractor Name: _____

Doing Business As (DBA): _____

If DBA is filed, attach a copy.

1. I operate as a : ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Limited Liability Company

Note: If indicating Partnership, Corporation or Limited Liability Company, a Certificate of Workers' Compensation Insurance or a properly filed Form BWC-337 must be submitted.

2. The type of work I perform can be described as: _____

3. I hire employees or casual laborers to complete work for the named policyholder:

☐ Yes _____ Number hired (Attach Certificate of Workers' Compensation Insurance)

☐ No Form 1040 SCHEDULE C (Profit or Loss from Business) may be provided as verification.

4. I hire subcontractors to complete work for the named policyholder: ☐ Yes ☐ No
If yes, additional information may be required.

5. I have General Liability coverage: ☐ Yes ☐ No
If yes, a Certificate of General Liability Insurance is required.

6. To validate my standing as an independent contractor, I state that I do not exclusively depend upon the payments of the named policyholder and have worked for the following general contractors or clients during the past twelve months.

	NAME	CITY	TELEPHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

I acknowledge that as a sole proprietor, I am by law not covered by or subject to the Workers' Disability Compensation Act.

I certify the above represents a true and complete statement of my status as an Independent Contractor. I understand a company representative may verify this statement at any time. If requested, I agree to provide documentation to verify my status as a sole proprietor.

Signed: _____ Date: _____
(Independent Contractor)

Phone Number: _____ Email Address : _____
(Required)

This form is utilized as a test of the above individual's independent status. By completing this form, it does not automatically remove the above individual's exposure from the audit of the policy period in question. **Additional information may be required.** If independent status is proven, the exposure will not be charged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2021

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

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

PRODUCER ERIC LEMIEUX AGENCY 5154 MILLER RD STE F FLINT, MI 48507		CONTACT NAME: ERIC LEMIEUX PHONE (A/C, No, Ext): 810-391-2455 E-MAIL ADDRESS: elemieux@fbinsmi.com FAX (A/C, No):		
INSURED LAKEPRO INC 9353 HILL RD SWARTZ CREEK, MI 48473		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Farm Bureau General Insurance Company of MI		21547
		INSURER B: Admiral Insurance Company		24856
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			FEIECC2059107	11/01/2021	11/01/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY			BAP 3222514	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS	N				N	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			FEIEXS2425203	11/01/2021	11/01/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR						AGGREGATE	\$ 1,000,000
	DED	RETENTION \$						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCC 3222515	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				N	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Contractor Pollution and Hired/Non-owned Auto Liability			FEIECC2059107	11/01/2021	11/01/2022		\$1,000,000	

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

CERTIFICATE HOLDER**CANCELLATION**LAKEPRO, INC
9353 HILL DR
SWARTZ CREEK, MI 48473-1015

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

AUTHORIZED REPRESENTATIVE
Andrew Weber

CHARTER TOWNSHIP OF OSCODA
Van Etten Lake
AQUATIC PLANT MANAGEMENT SERVICES
PRICE PROPOSAL SHEET

Company Name: Clarke Aquatic Services
Phone: 800 323 5727 Fax: 630 443 3070
Email: jbritton@clarke.com

(Only firm, fixed price offers will be evaluated. An offer that demonstrates a variable cost schedule or is subject to escalation based upon any contingency will not be accepted and will be considered non-responsive and non-conforming to this solicitation.)

Years 202022 - 2026 monitor, prescribe treatments, prepare reports and attend meetings as requested herein

Year	Price (Numerical)
2022	\$ 15,000.00
2023	\$ 15,000.00
2024	\$ 15,000.00
2025	\$ 15,000.00
2026	\$ 15,000.00
Lump Sum	\$ 75,000.00

CONSULTANT'S LUMP SUM "NOT TO EXCEED" AMOUNT to provide the services described herein.

Written Proposal Amount Seventy-Five Thousand and 00/100 \$ 75,000.00
Numerical

To the Charter Township of Oscoda:

Pursuant to the notices given, the undersigned has examined the documents relating to proposal requirements in order to be considered as the Professional Services Consultant for the Charter Township of Oscoda – Aquatic Plant Management Services and does hereby submit a proposal in accordance with this "Request for Qualifications & Proposals".

Submitted and signed this 20th Day of DECEMBER, 2021.

Signature of person authorized to legally bind the company.

Signature: _____

Printed Name: _____

Title: _____

JACOB BRITTON
GENERAL MANAGER

Price Proposal

The following services shall be included in Clarke's lake management program for Van Etten Lake:

Lake Management Services for Van Etten Lake

\$15,000.00 per year

- Prepare an RFP for herbicide treatments and/or mechanical harvesting and send to qualified contractors.
- Review proposals, call references, and make a recommendation for which contractors to hire.
- Prepare and send all documents to the contractors so they can prepare for the project, including permitting.
- Complete three AVAS + BioBase vegetation surveys of the littoral zone.
- Use the survey results to create treatment plans to be reviewed and approved by the VELA Weed Committee. Upon approval, plans will be sent to the contractor and the services scheduled.
- Be present for all contractor services to supervise and ensure quality of work and adherence to the approved plans.
- Maintain a written record of the date, scope, and cost of all lake management activities.
- Prepare and submit by November 30th a year-end report that includes all methods, data, discussion, and results of the lake management program throughout the year. The report will also include an itemized budget for the year and recommendations for the following year with budget estimates.
- Attend three meetings to present the lake management program and answer questions from residents.

*If Clarke is awarded contracts for both Lake Management Services and Herbicide Applications, there are several efficiencies that allow us to reduce the cost of our services. If Clarke is awarded both contracts for Van Etten Lake, we will reduce the price of our lake management services as described above to \$7,500.00 per year.

The following services are optional and can be added to the lake management program at the board's request for the associated costs:

Information and Education

\$2,000.00 per mailing

- Prepare and mail a newsletter to all residents in the Van Etten Lake Special Assessment District. The newsletter will include information on watershed management practices, such as lakeside lawn care and lakeside landscaping to protect water quality, along with updates on the lake management efforts and water quality data.

BioSonics™ Lake Study

\$14,700.00 per Study

- GPS-guided survey using research-grade echosounder unit.
- Measures depth, bottom hardness, bottom substrate types, and vegetation biomass.
- Includes full report with all data and discussion to provide a baseline for the lake condition to measure all future lake management efforts.
- Mapping and reporting conducted by our Certified Lake Manager, Ashlee Haviland, who has over 10 years of experience with BioSonics.

Lake Water Quality Monitoring

\$4,710.00 per year

- Clarke will test the lake water quality two times per year: spring (April) when the lake is mixed and late-summer (July/August) when the lake is stratified.
- Sampling will take place at three locations within the lake.
- Surface samples at three locations will be tested for:

○ Temperature	○ Total Nitrogen	○ Transparency
○ Dissolved Oxygen	○ Kjeldahl Nitrogen	○ pH
○ Total Phosphorus	○ Nitrates & Nitrites	○ Conductivity
○ Soluble Reactive Phosphorus	○ Ammonia	○ Alkalinity
	○ Chlorophyll a	○ Hardness
- During both testing events, at the deepest sampling site, Clarke will measure the Temperature, Dissolved Oxygen, pH, and Conductivity at two-foot depth intervals to create depth profiles to determine the extent of any stratification in the lake.
- During both testing events, at the deepest sampling site, Clarke will measure Total Phosphorus at the middle depth and within one foot of the bottom to document the nutrient concentrations through the water column.

Inlet/Outlet Water Quality Monitoring

\$2,150.00 per year

- Two times per year we will test the water at the inlets and outlets: spring (April) when the flow is above average and late-summer (July/August) when the flow is below average.
- Sampling will take place at the primary outlet (dam) and four inlets (Phelan Creek, Huron Creek, Pine River, Unnamed inlet on west side of the lake)
- Samples will be tested for Total Phosphorus, Total Nitrogen, Total Suspended Solids, Turbidity, and Conductivity.
- Clarke will also measure the flow rate during both testing events.



GIVEWATERLIFE

VAN ETTEN LAKE

Iosco County

Bid for Lake Management & Consulting Services
Van Etten Lake, Iosco County, Michigan

Submitted by:
Pete Filpansick
Clarke Aquatic Services, Inc.

December 22, 2021



3390 N State Rd, Suite E
Davison, MI 48423
810-625-5605 P
630-443-3070 F
www.clarke.com

December 22, 2021

Dear Van Etten Lake Association & Oscoda Township,

Thank you for giving Clarke Aquatic Services the opportunity to submit a proposal for professional services of Lake Management & Consulting for Van Etten Lake in 2022 through 2026.

Clarke's integrated environmental management approach takes into consideration the interactions and relationships between the lake's ecosystem and aquatic management. This holistic approach delivers the most efficient and effective treatment methods for your environment. We understand that each body of water is an environment of its own, and thus requires a treatment of its own. Clarke looks forward to working with you!

We are confident that our experience and services will help you maximize the water quality of Van Etten Lake. The services quoted below are recommendations based on our experience and information on the lake. If you would like any changes, we can tailor this quote to fit your exact needs, so please do not hesitate to call or send me an email.

Thank you again for giving Clarke the opportunity help reach your lake management goals. I look forward to working with you in the near future.

Best regards,



Jake Britton
Regional Business Lead, Midwest
jbritton@clarke.com

Contact Information

Jake Britton
Regional Business Lead, Midwest
Clarke Aquatic Services
3390 N State Rd, Suite E
Davison, MI 48423
(810) 347 - 0112
jbritton@clarke.com

Company Profile

Clarke Aquatic Services is a global environmental products and service company. Our mission is to make communities around the world more livable, safe, and comfortable. We do this by pioneering, developing, and delivering environmentally responsible aquatic services to help create healthy aquatic environments, control nuisances, and prevent disease. Clarke has developed an integrated environmental management approach that considers specific habitats, environmental sensitivities, and budget considerations. When you work with Clarke, you work with a knowledgeable partner, completely invested in protecting the environment.

Our corporate headquarters is in St. Charles, Illinois. Our service offices are in Roselle, IL; Niles, MI; Spring Lake, MI; Davison, MI; Clearwater MN; Poughkeepsie, NY; Sterling, VA; Norristown, PA; Atlanta, GA; Palatka, FL, Kissimmee, FL; Sarasota, FL; and Wellington, FL.

Lake Management Qualifications

Clarke Aquatic Services has been in the aquatics industry for over 45 years. Our success comes through pioneering technological advancements, product knowledge, and treatment compliance. We have grown to three offices in Michigan and several more in Indiana, Illinois, Minnesota, Virginia, and Florida.

Clarke understands the importance of stewardship of our lakes and stands ready to facilitate responsible management of all lakes, including Van Etten Lake. Clarke Aquatic Services is a charter member of the Midwest Aquatic Plant Management Society (MAPMS) and several employees sit on the board of this prestigious society, including Past-President Jake Britton, Vice President Amy Kay, and Director Pete Filpansick.

When you choose to hire Clarke for your lake management, you'll be assigned a team to coordinate your management and ensure all services are completed and reported. The team will be made up of our Certified Lake Manager, Regional Operations Lead, and Michigan Aquatic Specialist. The management team is supported by our GIS mapping department, permit compliance specialist, certified herbicide applicators, and environmental specialist.

Working with Clarke Aquatic Services, you will partner with a trusted lake professional who provides effective communication between the consultant, applicator, and lake board. This will bring balance and proper management to Van Etten Lake.

References

Gun Lake – 2,700 Acres in Allegan & Barry Counties

Contact: Vivian Conner (269) 838 – 8740

Lake Templene - 900 Acres in St. Joseph County

Contact: Jeff Wenzel (269) 625 – 4623

Huzzy Lake – 90 Acres in Van Buren County

Contact: Kathy Newton (269) 624 – 1800

Service Equipment

(2) 22' Aluminum Flat bottom boat with 90HP 4 Stroke Mercury motor. Lowrance GPS with BioBase Mapping Program. Conserve Spray System with 200 gallon chemical capacity.

(2) 22' Carolina Skiff with 60HP 4 Stroke Mercury motor. Lowrance GPS with BioBase Mapping Program. Conserve Spray System with 200 gallon chemical capacity.

(1) 21' Carolina Skiff with 115HP 4 Stroke Mercury motor. Lowrance GPS with BioBase Mapping. This boat is outfitted for our BioSonics survey equipment and water quality monitoring equipment.

(4) 20' Clark Aluminum Flat bottom boat with 90HP 4 Stroke Mercury motor. Lowrance GPS with BioBase Mapping Program. Conserve Spray System with 200 gallon chemical capacity.

(1) 14' Clark Aluminum Flat Bottom Boat with 15HP 4 Stroke Mercury Motor. Lowrance GPS with BioBase Mapping Program. Conserve Spray System with 50 gallon chemical capacity.

(1) 19' Carolina Skiff Boat with 25 HP Mercury Motor. Lowrance GPS with BioBase Mapping Program. Garber Spreaders. Humminbird 1157C GPS. Honda 5.5HP Spray System.

(1) 16' Carolina Skiff with 25HP Mercury outboard motor. Lowrance GPS with BioBase Mapping Program. Honda 5.5HP Spray System.

(1) 19' Combee Airboat. Lowrance GPS with BioBase Mapping Program. Garber Spreaders. 2020 Honda 5.5 HP Spray System.

(1) 18' Panther Airboat. Lowrance GPS with BioBase Mapping Program. Honda 5.5 HP Spray System.

(1) 18' Diamondback Airboat. Lowrance GPS with BioBase Mapping Program. Honda 5.5 HP Spray System.

*Additional equipment is available if needed.

Key Personnel

Luke Britton, Regional Operations Lead, Midwest

Mr. Britton has 25 years of experience in the Michigan aquatics industry. He has a Bachelor of Science in Biology from Central Michigan University focusing on aquatic plant management. He currently supervises aquatic operations in all our Midwest offices and runs field operations out of our Nunica office.

Jake Britton, Regional Business Lead, Midwest

Jake has been a licensed applicator in the state of Michigan for 21 years. He has experience working in manufacturing, distribution, lake management, and herbicide applications. He has a Bachelor of Science from Grand Valley State University, majoring in Biology with an emphasis in aquatic studies. Jake currently supervises aquatics sales and business strategies for all our Midwest offices. He also supervises the operations and sales in our Davison office. Jake is a Past President of the Midwest Aquatic Plant Management Society.

Pete Filpansick, Aquatic Sales Specialist, Michigan

Pete has 18 years of experience in herbicide applications, lake management, and water quality testing on Michigan lakes. He has a Bachelor of Science from the University of Michigan focusing on environmental biology. Pete is responsible for sales and account management in Michigan, along with designing and implementing lake management plans. He is also a certified herbicide applicator, allowing him to directly supervise or help with herbicide applications. Pete is currently on the Board of Directors of the Midwest Aquatic Plant Management Society.

Ashlee Haviland, Environmental Specialist for Lakes & Watersheds

Ashlee Haviland has a Bachelor of Science from Manchester College and Master of Environmental Science from Taylor University. She spent 10 years working for the Indiana Department of Natural Resources, starting with the Lake and River Enhancement program in 2007. Her experience includes using hydroacoustics to create bathymetry, vegetation, bottom classification, and fish surveys. Ashlee has experience with GIS, hydrology, riparian and aquatic species, natural communities and ecosystem processes. She has authored several reports in watershed evaluation and planning, providing solutions and recommendations to improve water quality and lake management opportunities. She spent multiple years of leading and managing complex lake and watershed projects in the Midwest. Ashlee is a Certified Lake Manager accredited by the North American Lake Management Society (NALMS).



Insurance Information

Clarke maintains worker's compensation Insurance provided by Hub, Inc., policy number WC-564-6533. Clarke maintains liability insurance with a \$2,000,000 general aggregate, \$1,000,000 pollution liability, \$1,000,000 professional liability, and \$2,000,000 umbrella liability coverage. Clarke's liability insurance is provided by Hub, Inc., policy number EG1950828. Copies of all insurance certificates will be provided upon award of the contract.

Clarke Service Offerings

Clarke understands that each body of water is its own environment and requires a customized, unique management strategy. Clarke builds management programs that includes a combination of our services, including:

- Aquatic Plant Management Herbicide Applications
- *Conserve*™ Precision Application System
- BioSonics™ Lake Study Echosounder
- Surveys & Consulting
- Aeration Sales and Service

Aquatic Plant Management Herbicide Applications

Clarke is a fully certified and licensed aquatic pesticide applicator. All employees are certified commercial applicators through Michigan Department of Agriculture and Rural Development (MDARD). In Michigan alone, we have ten applicators with over 125 years of combined experience. We are an industry leader in utilizing the latest technologies and permit compliance for the safest and most effective treatments. All products used for treatment are approved by the Environmental Protection Agency, registered for use in Michigan by MDARD, and permitted for your waterbody by an Michigan Department of Environment, Great Lakes, and Energy – Aquatic Nuisance Control (MDEGLE-ANC) permit.

***Conserve*™ Precision Application System**

Conserve is a unique littoral zone treatment system which utilizes liquid application technology for the control of targeted aquatic vegetation. A microprocessor ensures precision product application to submerged aquatic vegetation in specific treatment zones. This results in more targeted aquatic herbicide applications (leaving less of a carbon footprint) while increasing efficacy. In addition, Clarke's boats are outfitted with a flow-controlled application system, AquaFlow™, that monitors a boat's speed and automatically varies application dosage based upon that speed. This works in conjunction with BioBase data-processing technology by calculating the average depth in each treatment area. As the application is made, all data is captured in real time for integration with pre and post mapping to satisfy all of your reporting needs, including NPDES. Transparency, accuracy and accountability are the benefits of the *Conserve* system.

BioSonics™ Lake Study Echosounder

The BioSonics mapping unit, a state-of-the-art echosounder technology, not only supplies extremely detailed and accurate data, but also covers a vast variety of data points – all within one of Clarke's mapping sessions. These include:

- Sediment Analysis / Substrate Classification for Dredging Planning and Estimating
- Bathymetry / Depth Contours for Updating Lake Maps
- Fish Population Surveys/Distribution/Biomass and Size for Restocking and Bio-Strategies
- Aquatic Vegetation and Invasive Plant Identification and Density Maps

Clarke's team has over a decade of experience in creating and providing high-quality, informative mapping results from BioSonics. Its greater accuracy results in a wealth of knowledge, leaving you with:

- Detailed mapping images of key data points, provided in individual maps for optimal evaluation.
- Recommendations and assessments from Clarke's on staff Certified Lake Manager
- Additional follow-up services, such as herbicide applications and aeration systems, available as needed.

Surveys & Consulting

Clarke utilizes the BioBase system for everyday surveys. This technology provides "virtual eyes underwater" and can easily compare differences of vegetation from season to season and from year to year.

BioBase by Contour Innovations/Navico is a revolutionary bathymetric and aquatic vegetation mapping software that uses a combination of acoustic data collection techniques and powerful cloud computing. Acoustic data is gathered on the water using powerful depth finders. These data logs are then uploaded to the BioBase system for processing. By using automated processing techniques, a lake "baseline" is established for lake quality monitoring, third party objective aquatic analysis and important management recommendations. With the innovative BioBase system, a historical database of each aquatic environment is quickly built and maintained to monitor vegetation and other important water quality characteristics over time. This database is the catalyst for efficient management today and in the future.

Clarke utilizes the BioBase vegetation biomass maps to determine the full extent of invasive plant beds and plan the most accurate treatments for your lake. This ensures you don't waste money treating areas that don't need treatment, only the necessary amount of product goes into the water, all while delivering the most effective treatments in the industry.

Aeration Sales & Service

A major indicator of good water quality is the dissolved oxygen level within the water. Since dissolved oxygen levels are crucial to water's health there are numerous benefits in adding mechanical aeration to maintain consistently healthy oxygen levels. With aeration, water quality is improved, algae is reduced, healthy oxygen levels are maintained, nutrient decomposition is aided, and mosquito breeding is reduced. Aeration also benefits the fish and aquatic habitat. And fountains provide aesthetic enjoyment.

Clarke is a distributor for several top manufacturers of aeration equipment including: AirMax™, Aquamaster™, EasyPro™, Kasco™, Otterbine™ and Vertex™. Our professional consultants take into consideration water body size, shape, depth, limits, and desired visual effect. Clarke technicians are factory-certified and authorized in providing turn-key service including design, installation, and routine maintenance. Our winterization programs include the removal, cleaning, storage and spring re-install.

Finally, for whole-lake aeration projects, Clarke is a leader in Michigan's newest monitoring and permitting requirements. We can work with you to fulfill all requirements and obtain the permit for your whole-lake aerations system.

Consultant's Approach

For Van Etten Lake, Clarke's lake management approach will focus on the following aspects:

1. Communication

Clarke will communicate clearly about all aspects of the lake management program, including options and pricing for aquatic plant control, regular notices of when services will occur, and reports after services have been completed by ourselves or other contractors. We will also communicate with any other contractors so they are completely informed of the management objective and your expectations for their performance.

2. Fact-Based Decisions

Clarke utilizes the best technology and methods in the aquatics industry for its vegetation surveys, including our BioSonics Lake Study Echosounder. We also partner with suppliers and manufacturers to ensure our recommendations include industry best management practices, provide the desired results, and do not waste your money with failed treatments.

3. Rehabilitating the Aquatic Ecosystem - Invasive Species Control

The main objective of the lake management program will be to identify and locate all the invasive species in the lake, then recommend treatment with herbicides that will provide long-term control to eliminate these noxious weeds from the lake. In the past, this included Curly-Leaf Pondweed and Eurasian Milfoil. We will also carefully monitor the littoral zone for introductions of other invasive plants, such as Cabomba and Hydrilla.

4. Rehabilitating the Aquatic Ecosystem - Nuisance Plant Control

Native plants are a key component of a healthy ecosystem. During our vegetation surveys we will document the types and locations of the different native plants. But native plants can grow to nuisance levels that inhibit recreation such as boating and swimming. We will recommend treatment when our surveys document the need and as allowed by the MDEGLE ANC permit.

Project Development & Implementation Timeline

February	Clarke to send out RFP for herbicide applicators and/or mechanical harvesters Clarke will review proposals, call references, and make recommendation to VELA/Twp
March	Township votes to approve contractors Clarke will notify contractors, provide instructions for permitting, and other necessary information Herbicide applicator to apply for the permit by March 31, ensuring permit to be issued by mid-May.
April	Project meeting with VELA Weed Committee and any other interested parties to outline the lake management plan for the summer
May	Herbicide treatment recommendation for the Northwest Bay
June	Vegetation survey, followed by treatment recommendation Herbicide treatment with Clarke on site for supervision, if approved
July	Vegetation survey, followed by treatment recommendation Herbicide treatment with Clarke on site for supervision, if approved
August	Vegetation survey, followed by treatment recommendation, if necessary Herbicide treatment with Clarke on site for supervision, if necessary & approved Clarke to attend the VELA Picnic to present management program and answer any questions
September	Clarke to attend VELA Annual Meeting to summarize management program and answer any questions

CHARTER TOWNSHIP OF OSCODA
Van Etten Lake
AQUATIC PLANT MANAGEMENT SERVICES
PRICE PROPOSAL SHEET

Company Name: Progressive AE

Phone: 616-361-2664 Fax: 616-361-1493

Email: hauslerp@progressiveae.com

(Only firm, fixed price offers will be evaluated. An offer that demonstrates a variable cost schedule or is subject to escalation based upon any contingency will not be accepted and will be considered non-responsive and non-conforming to this solicitation.)

Years 202022 - 2026 monitor, prescribe treatments, prepare reports and attend meetings as requested herein

Year	Price (Numerical)
2022	\$14,000
2023	\$14,000
2024	\$14,000
2025	\$14,000
2026	\$14,000
Lump Sum	\$70,000

CONSULTANT'S LUMP SUM "NOT TO EXCEED" AMOUNT to provide the services described herein.

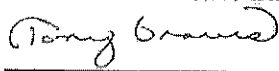
Written Proposal Amount Seventy thousand dollars \$70,000
Numerical

To the Charter Township of Oscoda:

Pursuant to the notices given, the undersigned has examined the documents relating to proposal requirements in order to be considered as the Professional Services Consultant for the Charter Township of Oscoda – Aquatic Plant Management Services and does hereby submit a proposal in accordance with this "Request for Qualifications & Proposals".

Submitted and signed this 14th Day of December, 2021.

Signature of person authorized to legally bind the company.

Signature: 

Printed Name: Tony Groves

Title: Water Resources Practice Leader



December 13, 2021

Ms. Ann Richards, Supervisor
Charter Township of Oscoda
110 S. State Street
Oscoda, MI 48750

Re: Van Etten Lake - Proposal for Aquatic Plant Management Services (2022 – 2026)

Dear Ms. Richards:

Thank you for the invitation to submit a proposal to provide aquatic plant management consulting services to the Charter Township of Oscoda for the Van Etten Lake aquatic nuisance plant control project during the 2022 – 2026 timeframe.

SECTION 1 – SCOPE OF WORK

The Consultant will provide the following services related to the implementation of the Van Etten Lake Aquatic Nuisance Plant Control Project (a proposed timeline for work items is attached):

2.1 Conduct Surveys and Map the Lake to Determine the Types and Distribution of Aquatic Plants.

1. Digitize the shoreline of the lake using recent aerial photography, rectified to NAD83 datum.
2. Create a geo-referenced bathymetric map (i.e., depth contour map) of Van Etten Lake by digitizing contours from the 1937 Michigan Department of Conservation map. This map will also depict adjacent roadways in addition to depth contours.
3. Conduct three GPS-guided surveys of the lake during June, July, and August to determine the scope of work to be conducted by the plant control contractors.
4. Conduct a detailed plant survey using the point-intercept method late in the season (August) to evaluate the condition of the overall aquatic plant community.

2.2 Develop and Define Recommendations for On-going Lake Water Quality Improvement and Aquatic Nuisance Treatment Programs for a Minimum of Five (5) Years.

5. Draft geo-referenced maps for the plant control contractors to guide plant control work and limit impacts to the lake's fishery. Maps will include the location and size of treatment areas, target species, and herbicide(s) proposed for application.
6. Provide a cost estimate of prescribed treatments and confer with an authorized Van Etten Lake Association representative to discuss treatment plans and options prior to authorizing the scheduling of treatments.

2.3 Provide "Pros and Cons" Information About the Treatment Processes That Are Prescribed by the Treatment Plan.

7. Discuss the pros and cons of the prescribed treatment processes.

2.4 Report Any Anticipated Impacts of the Proposed Treatment Processes Upon the Health or Numbers of Fish Populations Within the Lake.

8. Evaluate any potential fish impacts.

- 2.5 Prepare a Detailed Cost Estimate for the Recommended Treatment Programs.
9. Prepare detailed cost estimates for each recommended treatment.
- 2.6 Determine Permit Requirements to Obtain EGLE Authorization to Proceed with the Recommended Treatments.
10. Provide support data and documentation to assist with the acquisition of Department of Environment, Great Lakes, and Energy (EGLE) permits for the plant control project.
11. Coordinate plant control activities to ensure work proceeds in an environmentally sound and cost-effective manner.
- 2.7 Prepare a Written Annual Report of Monitoring Findings to Include Action Recommendations and Conclusions.
12. Maintain a written record of the date, scope, and cost of plant control activities.
13. Prepare an annual summary report of plant control activities including dates of treatment, herbicides applied, acres treated, and plants targeted along with conclusions and recommendations.
- 2.8 Meet the Township Board, the Van Etten Lake Association and Other Interested Parties as Necessary to Report Findings.
14. Attend at least one annual public meeting with the Oscoda Township Board and/or the Van Etten Lake Association to report findings.
- 2.9 Provide the Township with assistance in preparing documents for soliciting bid proposals to secure recommended aquatic plant control treatment services.
15. Assist the Charter Township of Oscoda in preparing bid documents or contract extensions for the nuisance aquatic plant control project.
- 2.10 Assist with Evaluating the Treatment Process Bid Proposals and Provide Hiring/Contracting Recommendations.
16. Evaluate bids received and provide recommendations for hiring plant control contractors.
- 2.11 Monitor the Treatment Applicators/Contractors to Confirm That the Treatment Processes are Being Implemented as Prescribed by the Service Contracts.
17. Conduct surveys of the lake to evaluate contractor performance.
18. Confer with an authorized Van Etten Lake Association representative regarding nuisance aquatic plant growth and contractor performance.
19. Assist the Charter Township of Oscoda with project administration.
20. Review contractor invoices and guide the Charter Township of Oscoda in making payments to the plant control contractors.

SECTION 2 – PAYMENTS TO THE CONSULTANT

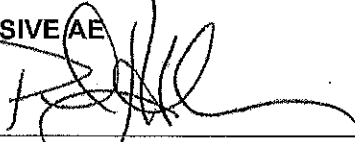
The total annual costs of the services outlined herein are enclosed in a separate price proposal.

If this proposal meets with your approval, please sign below and return a copy to us. Your signature will be our authorization to begin work.

Thank you for your consideration.

PROGRESSIVE AE

By:


Paul Hausler
Senior Water Resources Specialist

By:


Anthony Groves
Water Resources Practice Leader

CHARTER TOWNSHIP OF OSCODA

By:

Authorized Representative
Charter Township of Oscoda

Proposed Project Schedule

Task	Duration
1. Create geo-referenced bathymetric base mapping	January - February 2022
2. Prepare bid documents and receive and evaluate bids, make recommendations on contract award	February - March 2022
3. Obtain and enter pricing and contact data into our online plant control document system	March - April 2022
4. Initial survey of Van Etten Lake by staff biologists	June 2022
5. Initial treatment to control early season nuisance aquatic plants and/or invasive species	Late June 2022
6. Mid-season survey of Van Etten Lake by staff biologists	July 2022
7. Follow-up treatment to control nuisance aquatic plants and/or invasive species	Late July 2022
8. Late season detailed aquatic plant survey using EGLE methodology to assess the overall aquatic plant community	August 2022
9. Attend public meeting with Oscoda Township Board and/or the Van Etten Lake Association to present report and make management recommendations	October - November 2022



Online Document Storage and Communication System for Nuisance Aquatic Plant Control Projects

AQUATIC PLANT CONTROL OVERSIGHT

One of the core services that we provide to lake improvement boards, township boards, and lake associations is oversight of aquatic plant control contract work. As independent environmental consultants, we ensure that contract work is completed in an environmentally sound and cost-effective manner. We inspect the work and recommend when payment should be made to the contractor.

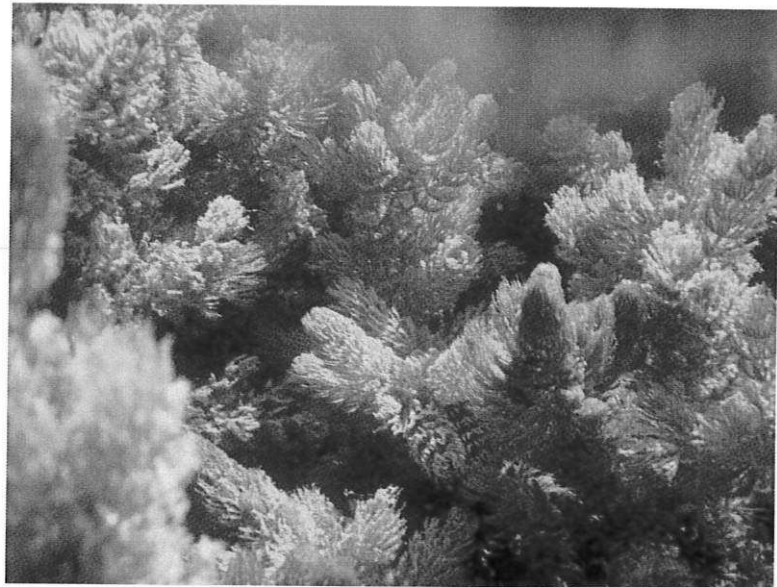
COMMUNICATION IS KEY

Over the course of the growing season, efficient communication and information transfer between lake resident representatives, the contractor, and the consultant is all-important: Residents want to know when treatments or harvesting will occur; the consultant provides maps to the contractor showing the proposed plant control work; the contractor sends invoices to the consultant for review before payment. Plant control work is improved when information is transferred as efficiently as possible.

ONLINE DOCUMENT AND COMMUNICATION SYSTEM

We've automated much of the information-transfer process by developing an online system for storing and transferring the documents used in aquatic plant control work:

- Plant control maps that we've prepared are uploaded to our system. The system automatically emails the maps and instructions to the contractor and copies the lake resident representatives.
- The email provides a link to our system for the contractor to schedule the date for the herbicide treatment, or the proposed dates to begin and complete mechanical harvesting. The scheduled date(s) are automatically emailed to the lake resident representatives.
- Once the scheduled date has passed, the system prompts the contractor to upload an invoice to the online system. The system automatically checks whether the invoice matches the work that we prescribed.
- Once we determine from our inspection that the plant control work has been successfully completed, we "approve" the invoice in our system. The system then automatically sends an email along with the invoice to the lake resident representatives with our recommendation for payment to the contractor.



By automating the transfer of documents, it allows us to spend less time shuffling paper and more time on what's important: your lake and you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2021

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 E-MAIL ADDRESS: certs@pciaonline.com INSURER(S) AFFORDING COVERAGE INSURER A: AXA XL INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (800) 969-4081 NAIC # 37885
INSURED Progressive AE 1811 Four Mile Road, N.E. Grand Rapids MI 49525-2442		

COVERAGES

CERTIFICATE NUMBER: 21-22 PAE MI

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			DPR9977553	5/11/2021	5/11/2022	Each Claim	2,000,000
							Aggregate	4,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

FOR PROPOSAL PURPOSES

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

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/SUNNY

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CERTIFICATE OF LIABILITY INSURANCE

PROGAE0-01

KHOLDERMAN

DATE (MM/DD/YYYY)
3/26/2021

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

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PRODUCER License # 0019304-1	
Hub International Midwest East 1591 Galbraith Ave SE Grand Rapids, MI 49546	
INSURED Progressive AE, Inc 1811 4 Mile Rd NE Grand Rapids, MI 49525	
INSURER A: Selective	INSURER F:
INSURER B:	INSURER E:
INSURER C:	INSURER D:
INSURER(S) AFFORDING COVERAGE	INSURER F:
NAIC #	
CONTACT NAME:	
PHONE (A/C, No. Exp): (616) 233-4111	
FAX (A/C, No.): (616) 233-4110	
E-MAIL Address:	
REVISION NUMBER:	

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	S2166065	4/1/2021	4/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	S2166065	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT \$1,000,000 (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	S2166065	4/1/2021	4/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	S2166065	4/1/2021	4/1/2022	E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 E.L. EACH ACCIDENT \$500,000
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y/N	WC9101339	4/1/2021	4/1/2022	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					

Completed Named Insured:
Progressive AE, Inc
Progressive Architecture Engineering I, Inc.
Progressive SPR, LLC

CERTIFICATE HOLDER

CANCELLATION

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

For Informational Purposes Only

AUTHORIZED REPRESENTATIVE

Aut R. Hughes

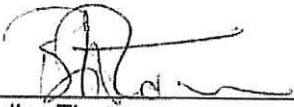
Progressive AE, Inc.


Director Consent Resolution


The undersigned, being all of the directors of Progressive AE, Inc. (the "Company"), a Michigan corporation, take the following action by written consent in lieu of a meeting pursuant to Section 525 of the Michigan Business Corporation Act.

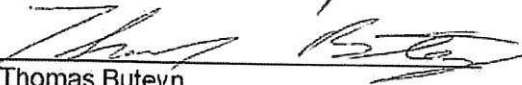
RESOLVED that all Officers of the Corporation are hereby authorized to execute, for Progressive AE, any contracts on behalf of the Corporation.

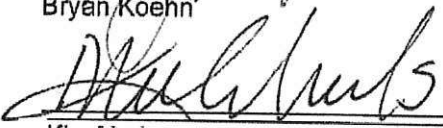
Dated this 10th day of December, 2021


Bradley Thomas


Suzanne Schulz

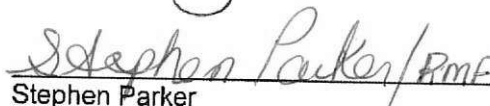

Bryan Koehn

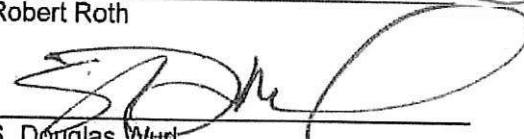

Thomas Buteyn


Kim Marks


Cheryl Richards


Robert Roth


Stephen Parker


S. Douglas Wurl

Tammy Kline

From: Ann
Sent: Monday, January 17, 2022 8:56 AM
To: Melinda Morgan; Tammy Kline
Subject: Fwd: Recommendation for Lake Manager

Good morning- we need to place this on the next agenda please- Van Etten Lake Manager- please include this email from Leonard as well as the RFP results that I sent in a previous email (3 bids received) in addition to the RFP that was sent out in November.

We will need to also get a contract drafted- Tammy do you want to send the one that Mr Eppert had prepared and was used previously, and a start point to our interim attorney? Thank you Ann

Get [Outlook for iOS](#)

From: Leonard Brockhahn <lbrockhahn@gmail.com>
Sent: Friday, January 14, 2022 12:19:36 PM
To: Ann <supervisor@oscodatownshipmi.gov>
Subject: Recommendation for Lake Manager

Ann
The VELA Weed Committee has reviewed the three proposals and we are recommending Lake Pro be contracted to handle our lake management needs. If there are any questions please call me 810-624-3897.

Leonard Brockhahn
Chair VELA Weed Comm. Chair

Gaylynn Brenoel, Ph.D., SPHR
9207A Rhode Island Drive
Oscoda, Michigan 48750

January 1, 2022

To: The Oscoda Township Board
110 S. State Street
Oscoda, MI 48750

RE: Use of Bandshell twice a week from June 2, 2022 – October 20, 2022

Happy New Year!

Cardio-drumming at the Oscoda beach bandshell was a big hit!. In 2021 we had seniors, families, and visitors participate in the free low-impact cardio-drumming classes at the Oscoda Beach Bandshell.

I am requesting use of the bandshell on Tuesday and Thursday mornings from 9 a.m. – 10 a.m. to offer free Low-Impact Cardio-Drumming Classes in 2022.

With gratitude,



Gaylynn Brenoel
989-305-2959



**4150 Arrow Street
Oscoda, MI 48750
EnviroLabusa.com
248/882-1245**

January 5, 2022

Charter Township of Oscoda

Please accept our offer to purchase and remove laboratory furniture, cabinets and equipment located at the old Wurtsmith Airforce base medical center. It is our understanding that this equipment has been abandoned since the early 1990's and is estimated to be 40 years old.

Enviro Lab Services is located in Oscoda on the Wurtsmith Airforce Base. Our laboratory focuses on environmental chemical analysis. Our full-service analytical lab specializes in Pfas contamination. We are a State Certified Environmental Laboratory Certified by Michigan Department of Environment, Great Lakes & Energy (EGLE) in Method 537.1.

We are in the process of obtaining accreditations with the Department of Defense (DoD), Department of Energy (DoE), the National Environmental Laboratory Accreditation Program (NELAP), and ISO 17025, which is the main international standard for general requirements for the competence of testing laboratories.

As a start-up business, we did not qualify for any government assistance for those businesses impacted by Covid19.

By affording us the opportunity to purchase the laboratory furnishings, it will allow us to amend our budget and resources from outfitting our lab, to growth, which will result in bringing jobs to Oscoda.

Please accept our proposal of \$1,000. Upon acceptance, we will remove and relocate all of the items. Enviro Lab will endure the cost of doing so which will be very costly and labor intensive. There will also be expenditures involved to bring the equipment back up to operating capabilities. We will, of course, leave the building in pristine condition upon our final departure.

Please contact Susan Carroll our Operations Manager, if you have any questions. 248/882-1245;
Susan@envirolabusa.com.

We look forward to hearing from the board with an acceptance of our proposal.

Most Sincerely,

Dean Wiltse, President
Gregory Rosenhauer, Vice President
Thomas York, Treasurer
Susan Carroll, Secretary

OPERATING AGREEMENT

NOW COMES the CHARTER TOWNSHIP OF OSCODA, hereinafter referred to as “TOWNSHIP”, whose address is 110 South State Street, Oscoda, Michigan 48750, being duly authorized to enter into this Agreement, with HURON EAST KNOTHOLE LEAGUE, whose address is P.O. Box 432, Oscoda, Michigan 48750, and through authorized signatories of HURON EAST KNOTHOLE LITTLE LEAGUE, hereinafter referred to as “LITTLE LEAGUE”, shall enter into this Agreement for the following reason: To use six (6) baseball fields that are located at The Sports Complex that is owned by the Township.

1. The term of this Agreement is from April 1, 2022 through July 1, 2022, for the purpose of providing recreational activities to the public in the form of ball fields. An extension may be provided if postseason play necessitates a longer term.

2. During the term of this Agreement, the TOWNSHIP shall at its sole and exclusive discretion:

- a. Mow the grass.
- b. Spray the fields for weed control.
- c. Provide the Cushman cart.

3. During the term of this Agreement the LITTLE LEAGUE shall:

- a. Drag and line the fields.
- b. Keep the concession area clean and orderly at all times and ensure compliance with Health Department and other applicable regulatory requirements.

4A. Liability insurance that names the CHARTER TOWNSHIP OF OSCODA as a co-insured, shall be provided by LITTLE LEAGUE in the amount of One Million Dollars and 00/100 (\$1,000,000.00), non-descending, insurance policy, with same to be kept current and any notices of cancellation serving as a basis for termination of all obligations and rights as set forth herein, with said policy to be delivered to the TOWNSHIP, previous to the signing of this Contract, and notification of any cancellation to be received by said TOWNSHIP two weeks

before the termination of coverage thereof. Additionally, LITTLE LEAGUE shall hold the CHARTER TOWNSHIP OF OSCODA harmless, as it relates to the incurring of any claims, damages, fees, fines, or payment of attorney fees, or other expert costs, associated with any claim, administrative or legal, asserted against the interest of said TOWNSHIP. This insurance shall be applicable to any activities of LITTLE LEAGUE events, and/or practices, or any activity associated with LITTLE LEAGUE, occurring upon said premises, including but not limited to clean-up, and/or preparation for games and/or events.

4B. LITTLE LEAGUE shall provide workmen's compensation insurance for any employees within its employ during the period of this Agreement.

4C. LITTLE LEAGUE agrees that it is non-profit, and shall provide and/or maintain a legal entity to govern its compliance with this Agreement for the duration of same, by establishing and/or maintaining a membership basis non-profit organization in compliance with Public Act No. 161 of 1911. It is the intent of both parties that said Public Act shall be fully complied with by LITTLE LEAGUE.

4D. Management and control during the period of time specified and approved by said TOWNSHIP of the area which forms the subject matter of this Operating Agreement, for any special events, shall lie within the sole control of said LITTLE LEAGUE. All activities resulting therefrom shall be carried out for the welfare and benefit of the public, including its recreational and/or health interest. However, TOWNSHIP shall be able to use, rent, or otherwise use this area, but not in conflict with any obligations as set forth within this Agreement. Further, the TOWNSHIP, pursuant to Public Act 161 of 1911, may revoke by vote of its Board of Trustees if it is determined that it is in the public benefit to do so, any obligations and/or agreements hereby entered into.

5. LITTLE LEAGUE shall be responsible for the management and control of the

activities conducted by LITTLE LEAGUE upon the premises. Said activities to be carried out upon the premises shall be pursuant to the permission granted by this Agreement and limited to the provision of a benefit to the public as well as TOWNSHIP for recreational and health interests and said activities shall not be discriminatory or otherwise unlawful and shall be in compliance with any reasonable rules and/or regulations of TOWNSHIP. However, nothing in this Contract shall limit the TOWNSHIP'S ability to be able to use, rent, or otherwise engage in activity upon these premises, so long as they do not conflict with any obligations as set forth within Schedule A of this Agreement. Lastly LITTLE LEAGUE shall indemnify TOWNSHIP for any claims or damages asserted against TOWNSHIP pursuant to LITTLE LEAGUE'S activities as contemplated by this Agreement.

6. There is no ownership interest transferring from the TOWNSHIP to LITTLE LEAGUE as a result of this Agreement.

7. LITTLE LEAGUE agrees to keep the premises in a clean, orderly condition and in compliance with all local, state and federal laws governing not only the condition of the premises, but the operation of any activity thereon and as generally allowed by this Operating Agreement.

8. Any activities by LITTLE LEAGUE upon said premises, and approved by the TOWNSHIP, shall be the complete responsibility of LITTLE LEAGUE, including but not limited to staffing, funding, provision of materials, and etc. Any plans or any improvements to the property to further the purpose of which this Agreement is being entered into, must be approved, pre-construction, by the TOWNSHIP.

9. LITTLE LEAGUE agrees to indemnify and hold the TOWNSHIP harmless of any and all claims arising from the negligent acts and/or omissions to act on its behalf, including but not limited to reimbursement for expended attorney fees or other administrative expenses, as well as, and including, but not limited to any assessment of damages, fines, penalties or other costs.

10. No commercial use of the property being offered by the TOWNSHIP shall be

allowed without prior approval of TOWNSHIP nor shall there be any subletting of any concessions or any other services to be provided without pre-approval by the TOWNSHIP. LITTLE LEAGUE shall be responsible for the provision of any licensure needed for the operation of any concession stand and shall be solely responsible for any liability as a result of having such a concession stand and indemnify TOWNSHIP for any claims or damages resulting from the operation of said concession stand.

11. From time to time TOWNSHIP policies may be enacted and/or modified such so as to affect the provisions of this Agreement, and when same occurs, this Agreement shall be subject to those policies, and this Agreement hereby and as a result therefrom, shall be amended to accommodate such enactment and/or change.

12. Said TOWNSHIP'S participation in any facet of LITTLE LEAGUE'S involvement and exercise of rights and obligations as set forth herein, shall be strictly on a non-profit basis in order to assist said association to maintain the general welfare purpose of this Agreement, for the recreational interest of the public.

13. Any modifications to this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

14. This Agreement shall be deemed to have been made in Iosco County, Michigan. Both parties consent to the jurisdiction of Iosco County, State of Michigan, as it relates to the interpretation, enforcement, or any other claim that may arise out of the signing of this Agreement.

15. Each party warrants and represents that it has authority to enter into this Agreement.

16. The agreements herein bind all heirs, successors, and assigns of both parties. Further, any rights granted to LITTLE LEAGUE by TOWNSHIP in this Agreement are not

assignable.

17. If any provision of this Contract is deemed to be invalid, it shall not affect the other remaining valid provisions hereof.

18. This document is to be a total incorporation of all agreements and representations of and between each party hereto, to the exclusion of any prior verbal representations.

CHARTER TOWNSHIP OF OSCODA

Dated:

By: Ann Richards
Its: Supervisor

Dated:

By: Joshua Sutton
Its: Clerk

SUBSCRIBED AND SWORN to before me, a Notary Public, this _____ day of _____, 2022.

_____, Notary Public
Iosco County, Michigan
My Comm. Expires:

Dated:

Little League

By:

Its: President

Dated:

Little League

By:

Its: Secretary

SUBSCRIBED AND SWORN to before me, a Notary Public, this _____ day of _____, 2022.

, Notary Public

Iosco County, Michigan

My Comm. Expires:

OPERATING AGREEMENT
American Youth Soccer Organization Region 957

The CHARTER TOWNSHIP OF OSCODA, located at 110 South State Street, Oscoda, Michigan 48750 is authorized to enter into this agreement with **American Youth Soccer Organization Region 957** hereafter known as **AYSO**, whose address is P.O. 682, Oscoda, Michigan 48750 and through authorized signatories of **AYSO** shall enter into this agreement for the following reason: To use five soccer fields that are located at the Sports Complex which are owned by the Charter Township of Oscoda.

1. The term of this agreement is from March 2022 through November 2022 for the purpose of providing recreational activities to the public in the form of soccer fields. An extension may be provided if post-season play necessitates a longer term.
2. During the term of this agreement the Township along **with** the cooperation of **AYSO** members shall perform the following:
 - A. Mow the grass once per week.
 - B. Fertilize once a year.
 - C. Place bleachers at each field for spectator use.
3. During the term of this agreement the **AYSO** shall:
 - A. Paint goal posts white.
 - B. Provide two porta-pots during season.
 - C. Mark and line all fields as needed.
 - D. Maintain safe and clean soccer fields and surrounding area.
 - E. Replace all worn or unsafe field equipment (i.e. nets, flags).
 - F. Notify Oscoda Township of any hazardous or potentially harmful problems for immediate repair.
 - G. Provide, coordinate and run a safe and fun soccer program for all children in our community.

4. Liability insurance that names the Charter Township of Oscoda as co-insured, shall be provided by **AYSO** in the amount of \$1,000,000.00 and kept current with any notices of any cancellation serving as a basis for terminating all obligations and rights as set forth within this contract, and said policy to be delivered to the Township two weeks before the cancellation of same. Any changes in any liability policies as required by this contract, should be subject to the prior approval and consent of said Township and delivered to it 30 days before their effective date. This insurance shall be applicable only when **AYSO** events are occurring and/or the necessary clean up and/or preparation either before or after the holding of such events, and any liability as a result thereof. Such insurance shall not be applicable to any incidents of liability that occur and/or are created, when these premises are opened for use by the general public and the liability derives from the use of the general public of the facilities.
5. Management and control during the period of time specified and approved by the Township, of the area which forms the subject matter of the Operating Agreement, shall lie within the sole control of **AYSO**. All activities resulting from usage will be carried out for the welfare and benefit of the public, including its recreational and/or health interest. However, the Township will be able to use, rent, or otherwise use this area, but not in conflict with any obligations as set forth in Schedule A in this agreement.
6. There is no ownership interest transferring from the Township to **AYSO** as a result of this agreement.
7. **AYSO** agrees to keep the premises in a clean, orderly condition and in compliance with all local, State and Federal Laws governing not only the condition of the premises but the operation of any activity thereon and as generally allowed by this operating agreement.

8. Any activities by **AYSO** upon said premises, and approved by the Township, shall be the complete responsibility of **AYSO**, including but not limited to staffing, funding, provision of materials, and etc. Any plans or any improvements to the property to further the purpose for which this agreement is being entered into, must be approved, pre-construction, by the Township.
9. No commercial use of the property being offered by the Township shall be allowed without prior approval of Township nor shall there be any subletting of any concessions or any other services to be provided without pre-approval by the Township.
10. Any modifications to this agreement or additional obligations assumed by either party in connection with this agreement, shall be binding only if evidence in writing, signed by each party or an authorized representative of each party.
11. This agreement shall be deemed to have been made in Iosco County, Michigan. Both parties consent to the jurisdiction of Iosco County, States of Michigan, as it relates to the interpretation enforcement, or any other claim that may arise out of the signing of this agreement.
12. Each party warrants and represents that it has authority to enter into this agreement.
13. The statements herein bind all heirs, successors, and assigns of both parties.
14. If any provision of this contract is deemed to be invalid, it shall not affect the other remaining valid provisions hereof.
15. This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.

CHARTER TOWNSHIP OF OSCODA

Dated: _____

By: _____
Its: Ann Richards
Supervisor

Dated: _____

By: _____
Its: Josh Sutton
Clerk

SUBSCRIBED AND SWORN to before me, a Notary Public,

this ____ day of _____, 2022.

Notary Public
Iosco County, Michigan
My Comm. Expires: _____

Dated: _____

By: _____
AYSO Regional Commissioner

SUBSCRIBED AND SWORN to before me, a Notary Public,

this ____ day of _____, 2022.

Notary Public
Iosco County, Michigan
My Comm. Expires: _____

Oscoda-AuSable

2022 COMMUNITY PROFILE & MEMBERSHIP DIRECTORY

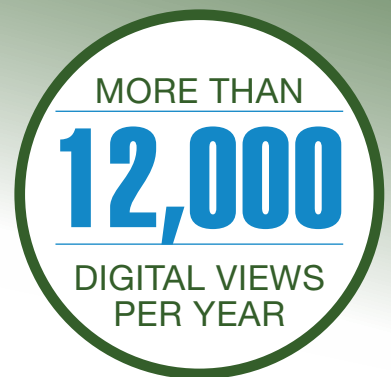


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ONE PRICE**



One of the most valuable tools the Chamber utilizes to promote your business is our Community Profile & Membership Directory

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EXPOSURE!**

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in addition to thousands of
digital views per year



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See rates on the reverse side

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- Designed for easy use and readability
- One low cost gives you a full year of building brand retention and sales

Used by the Chamber of Commerce to

- Stimulate interest in the area and fulfill information requests
- Provide visitors and residents with a useful buyer's guide to local businesses

- Promote the area business community both inside and outside of the region
- As a business-to-business sales tool

Stimulates community interest and provides business information

- 5,000 high quality print copies as well as an interactive digital edition
- Chamber member listings by business category
- The Chamber's premier publication to promote workforce development, business recruitment and retention

Extensive and highly targeted distribution

- Full Chamber membership
- MDOT Visitors Centers
- Trade Shows
- Information requests
- Business prospects
- Newcomer packets
- Education and financial institutions
- Visitors to the Oscoda-AuSable area
- Digital edition available on the Chamber website

Call **231-582-2814** Ext. 133 or Reserve your ad online
www.harborhouse.com/oscoda-ausable

www.harborhouse.com/oscod-ausable

Robert J. Parks Library

6010 N. Skeel Avenue

Oscoda, MI 48750

989-739-9581 (phone/fax)

LIBRARY HOURS

Monday, Tuesday	9:00 to 5:00
Wednesday, Thursday	9:00 to 7:00
Friday	9:00 to 5:00
Saturday	9:00 to 2:00



A branch of the

IOSCO-ARENAC DISTRICT LIBRARY

www.ioscoarenaclibrary.org

Report generated by Robert J. Parks Library Director, Robin G. Savage, M.Ed.

WHAT HAPPENED IN 2021 AT THE LIBRARY?

- We offered a STEM project for middle schoolers, called, “The Great LEGO Build off”
- We hosted a socially distanced *Easter Egg Hunt* for the community
- We had 2 special visits from Oscoda’s very own mermaid, “Oceanic”, who read a book about saving our bodies of water
- Parks Library offered four in-house workshops in 2021: Music 101 for kids, Barn Quilts for adults, Photography for Beginners and a Smartphone workshop for seniors.
- We held our 1st annual SPRING ART SHOW at the library with an opening reception, featuring over 20 local artists
- Parks Library hosted a summer time “coffee and sweets meet” for local veterans
- We offered a summer time “Passport to Reading Program”, for kids ages 5-10. Content included reading books from various countries and learning about the culture of those countries.
- The library hosted *Science Saturdays* during the month of June, with hands on science experiments for preschool aged children
- We ran an early literacy program from September through December, featuring a Pre K curriculum, including phonemic awareness, letter recognition and other early literacy learning strategies
- The library ran a Home School Group from September through December, focusing on Michigan State Content Standards in science and language arts (for middle schoolers)
- We introduced another new program called, “Little Scientists” for children ages 4 and up to partake in science experiments, while learning about Michigan science benchmarks
- We continued our SEARCH & FIND activity corner for children, with a monthly winner who receives a theme related prize (funded by the Friends of the Library)
- In November, We held a fundraiser in the lobby for Alcona Humane Society, where we collected 8 boxes of supplies
- We held a celebration for our local Veterans in honor of Veteran’s Day, with goodies from our local coffee shop and bakery, Sunrise Kava.
- We hosted a mitten tree program for those who needed warm outer wear
- We expanded our listening station collection of books (donated by The Iosco-Arenac District Library) in the Children’s Section
- We participated in a slew of community events: both of the township’s parades, Paul Bunyan Days, and The Fall Harvest Festival
- We also partnered with Hope Shores Alliance in October, offering education and resources regarding domestic violence
- We introduced three new weekly programs to the library (Ladies’ Craft Night, Adult Game Night and Fitness Fun with Becky)
- The library hosted a tea party for children and their “stuffies” with a visit from a Michigan author (Jackie Kinzer)
- During the summer, we hosted a *Family Fun Day*: a carnival style day of excitement with a visit from Smokey Bear, rangers, the local Humane Society & an ice cream sundae bar (and of course lots of games to play and win prizes from.)
- The library had a float in this year’s winter parade, featuring *Reader the dog* in front of a cozy fireplace enjoying a good book
- In mid-December, we hosted a Christmas Tea for our patrons who otherwise might not have had a place to celebrate the holidays (although everyone was welcome.)
- The library also housed two angel trees from MDHHS, and all 35 families received presents for under their Christmas tree

WHAT ELSE HAPPENED AT THE LIBRARY IN 2021?

IOSCO-ARENAC DISTRICT LIBRARY

Provided the following summer programs (LIVE!):

- Cameron the Magician
- Clark Lewis the Juggler
- Doug the Wacky Scientist

along with numerous virtual programs

And our Spooky Halloween Magic Program with Joel Tacey

THE FRIENDS OF THE LIBRARY

- The Parks Library Book Club (led by Carole Plunkey) met face to face this past year again, on the first Wednesday of the month
- The AARP Foundation Tax-Aide program led by Dan Stock took place February-March
- The Parks FOL joined in the 4th of July parade, as well as Paul Bunyan Days and the annual craft show at the high school
- The FOL continues to run the USED BOOK SALE ROOM, from which the profits support programming and provides other essentials for the library

HURON SHORES GENEALOGICAL SOCIETY ROOM USE

- HSGS provides direction and answers for patrons or community members who have genealogical inquiries

THE NONPROFIT ROUND TABLE (NPRT)

(The Nonprofit Round Table is a collaboration of the Chamber of Commerce and the Library to help support & encourage all nonprofits.)

- The NPRT Committee generally meets at the library monthly to plan and coordinate events. This year proved to be a bit more difficult to keep up with the monthly meetings (due to COVID), but updated community calendars still went out bi-monthly.

THE RAB (Restorative Advisory Board)

The RAB provides up to date material on the restorative process regarding our polluted waters, as a result of the PFAS contamination the Air Force used to train for fire extinguishing exercises in past years. The library houses all of the RAB information in a repository located on the west wall.

CONFERENCE ROOM USE

Mondays	Inspirational Book Group 1 pm
	Fitness Fun 3 pm
1st Monday	Zoning 6pm
Tuesdays	Pre K Reading Program 11 am
	Knitters and Hand Crafters 10 am
	Writers Group 1:30 pm
Wednesdays	Fitness Fun3 pm
	4:30 TOPS
1st Wednesday	Parks Book Club 1 pm
2nd Wednesday	Adult Game Night 4 pm
Thursdays	
1st Thursday	EIC 3 pm
3rd Thursday	Ladies Craft Night 5 pm
1st/3rd Thursday	Home School Group 10:45 am
Fridays	

CIRCULATION REPORT 2021

In 2021, we had approximately 13,346 books checked out. This was an increase of over thirty five percent from the previous year.



Above: The Spring Art Show



Above: The Barn Quilt Workshop



Above: our visiting author, Jackie Kinzer



Above: The Family Fun Day



Above: Blind Date with a Book



Above: Photography 101 Workshop



Above: Adult Game Night



Above: 4th of July Parade



Above: Middle School LEGO STEM Challenge



Above: Pre K Reading Program



Above: Home School Group, ages 9-12



Above: District's Juggling Program



Above: Socially distanced Easter Egg Hunt



Christmas Tea

Tammy Kline

From: Peter Simpson <lakehuronservices@yahoo.com>
Sent: Wednesday, January 19, 2022 9:18 AM
To: Todd Dickerson
Cc: supervisor@oscodatownshipmi.go; Tammy Kline; Jaimie Mcguire
Subject: Not Rocket Science

Good Morning all-

Guess what I just heard on the morning radio news; Alpena is looking to build an Aldi, Marshalls & new hotel. Oscoda is (supposedly) getting the latter.

Here's a very disturbing rumor; Oscoda Twp. has put Furtaw field on the disposable property list AGAIN! why?

WOW, what a novel idea, do something with one or more of the following:

- * Empty K-Mart building
- * Old River Rd High School
- * Several Empty buildings/lots downtown

I've resided in Iosco County since 1991 and [with exception of Kalitta Air and a few much smaller enterprises] watched Oscoda stagnate, actually demise into a state of despair. There's no draw to move here unless of course you've been stuck living in a big city & want a sleepy town.

What do the youth have, especially in the winter, outside of a job or school? NOTHING! Why? Because some morons (Dave Schaffer & crew) decided to sell the ONLY place in town, Oscoda Community Center, to none other than the monopolistic Connie Kalitta. Now it's just another warehouse when there were SEVERAL other empty buildings for Kalitta to choose from.

Okay, I now feel my blood pressure has been elevated. Here's what I would like to see happen. Include the message at the next Township meeting. You have my permission to use my name. I would attend but am concerned I'd not be able to bite my tongue.

Thank you for listening & I welcome responses.

Peter Simpson
(989) 739-9786

Tammy Kline

From: Jaimie McGuire
Sent: Tuesday, January 11, 2022 8:29 AM
To: Tammy Kline; Joshua Sutton
Subject: FW: OT Board Meeting 1/10/22

Received this last night after I left. Not sure what to do with it.

Jaimie McGuire, CPFA, MiCPT
Treasurer
Charter Township of Oscoda
Email: treasurer@oscodatownshipmi.gov
Phone: (989) 739-3211 Ext. 230

-----Original Message-----

From: NANCY ROY <roylnancy@yahoo.com>
Sent: Monday, January 10, 2022 5:19 PM
To: Jaimie McGuire <treasurer@oscodatownshipmi.gov>
Subject: OT Board Meeting 1/10/22

To: Oscoda Township Board Members, et al.

I ask that this letter be read during tonight's township meeting and entered into the agenda, as well as a record of my comments.

I have been attempting to follow Oscoda Township business in depth the past six months. I have listened to some meetings via Zoom as well as attended the Furtaw Planning Meetings held at Warrior Pavilion over the summer, 2021. I am hearing impaired and have become increasingly frustrated by the poor audio and internet at these meetings. Even with hearing aids I cannot rely on the board members speaking up, loud and clear. Nor do they identify themselves before speaking.

At Warrior Pavilion, I'm certain most people had no difficulty hearing participants. I however felt like a swivel chair, constantly craning my neck and repositioning so I could hear the comments. Whenever I attend a meeting or event, because of my disability I try to position myself to my best advantage. Each meeting I became more frustrated because 1) the board members did not introduce themselves at the start of each session and no name tags, 2) there was no microphone to assist the hearing impaired, 3) the room had bad acoustics for this type of activity and 4) the room was not adequately set up to enable me to hear/follow the conversations.

Now, beginning tonight, the meetings are moved to the Shoreline Theater and as I understand it, the township will continue Zoom connections. I was in a quandary how I would proceed, if Zoom had ceased, so I am pleased this will continue.

However, I do have some concerns being hearing impaired, with MiCTV. With video, will the cameras show faces and the microphones/audio amplify voices appropriately? Will the audio be loud enough and allow listeners to turn up the volume? Will each township member and guest speakers, etc, have name plaques displayed in front of them at all times so the public will know and become better acquainted with each?

I do want to register my concern that this company is charging \$1000 per broadcasted meeting. That's an expensive service that better deliver excellent video and audio for that price. Does this company allow us to terminate the contract

with a refund should they not deliver a quality product or we decide to go elsewhere? I'm perplexed why the Township didn't approach ACC, Kirkland, Oscoda or Tawas High Schools to see if they had the capabilities and student expertise to perform this service. And at a more affordable rate. Additionally, was this advertised and the bidding process used?

Finally, I want to register my displeasure with the board member who recommended MiCTV and then later revealed his connection, but did not recuse himself from the vote process. I believe it was Mr. Spencer. That is inappropriate and he should be publicly admonished. Even Supreme Court Chief Justice John Roberts said recently that is not professional behavior, even for judges.

I request the Oscoda Township Board broadcast every open public meeting, to include committee/commission meetings as well, i.e., Planning, Zoning, etc., via Zoom or whatever capability. It doesn't have to be done by MiCTV because it would be cost prohibitive. Doing so will enable more public participation for residents and would definitely aid shut-ins, senior citizens, those suffering illness, and people with physical limitations, as well as those with scheduling conflicts.

Respectfully submitted by Nancy Roy

Sent from my iPhone

Submitted to

Oscoda Township



Quarterly Operating Report for
October – December 2021





January 19, 2022

Ms. Tamara Kline, Superintendent
Charter Township of Oscoda
110 South State Street
Oscoda, MI 48750

SUBJECT: Oscoda Township O&M Report for Fourth Quarter of 2021

Dear Ms. Kline:

F&V Operations and Resource Management, Inc. is pleased to submit a summary of our operations in Oscoda Township for October – December 2021. If you have any questions or comments regarding the information in this report, please feel free to contact us.

F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

A handwritten signature in blue ink that reads "Catherine A. Winn".

Catherine A. Winn
Regional Manager | Associate

Enclosures:

- Operations & Maintenance Summary
- Work Order Totals
- Maintenance Cap Expenditures
- Lagoon Discharge Data

4466 McNichol Avenue
Oscoda, MI 48750
P: 989.739.8152
F: 989.739.0800
www.fv-operations.com

EXECUTIVE SUMMARY

The 4th Quarter (October – December 2021) operation and maintenance summary report for the Oscoda Township water and wastewater operations is provided for your review. All NPDES permit required testing and monitoring was performed at the wastewater lagoon during this period. A copy of the Final Effluent data from the October – December 2021 Discharge Monitoring Reports (DMR) is provided for the Board's review in [Attachment C](#).

Maintenance Allowance expenditures for the contract year May 2021 – April 2022 total \$19,208.99 through December 2021. A copy of the Maintenance Allowance report is included in [Attachment B](#).

A tabulation of all water and sewer Work Orders completed for 2021 is provided in [Attachment A](#).

October 2021

October 4 – FVOP was on site at 6136 F-41 to make repairs to the curb box. The curb box was cleaned out and repairs were made.

October 5 – FVOP was on site at 8717 Pennsylvania Street Unit B to turn the water off at the curb stop for the season. The operator verified water was off and there were no issues with the plumbing contractor before leaving the site.

October 6 - FVOP was on site at 6459 Loud Drive to install a meter and AMR (Automated Meter Reader) for a new water service. Water was turned on after installation was complete.

October 11 – FVOP turned off water service to 22 residences for non-payment of water bills.

October 13– FVOP was on site at 10327 7th Street to perform a final read on the water use for the residence.

October 18 – FVOP performed exploratory excavation (“potholing”) of the water main on Washington Avenue to confirm its location in preparation for valve installation to connect the water main extension along Bachman Road.

October 21 – FVOP installed new valves on Bachman Road for the water main extension. The main had to be isolated and depressurized for the installation. A Boil Water Advisory was distributed to affected residences, the main was flushed, and samples were collected for bacteriological analysis.

October 22 – FVOP installed a fire hydrant for the Bachman Road water main project.

October 24 – FVOP distributed Boil Water Advisory Lifted notices to affected residences on Bachman Road.

October 25 – FVOP installed new valves on Washington Avenue for the Bachman Road water main extension. The main had to be isolated and depressurized for the installation. Boil Water Advisory notices were distributed to affected residences, the main was flushed, and samples were collected for bacteriological analysis.

October 26 - FVOP was on site to replace a water meter at 4884 Aaron Drive. FVOP replaced the meter with a new water meter and AMR (Automated Meter Reader). Water service was turned on and checked for leaks before leaving the property.

October 26 & 27 – FVOP was on-site at Bachman Road to witness the water main installation contractor's pressure testing of the new main. However, it could not be completed and had to be rescheduled.

October 28 – FVOP distributed Boil Water Advisory Lifted notices to affected residences on Washington Avenue.

FVOP performed 72 service calls for seasonal water turn offs in the month of October.

November 2021

November 2 – FVOP was on-site at Bachman Road to help troubleshoot water main isolation valve issues.

November 3 – FVOP was on-site at Bachman Road to witness the water main pressure testing.

November 4 – FVOP was on site at 6504 North US-23 to re-read the water meter due to high usage.

November 5 – FVOP was on site at 5581 Weir Road to turn the water off at the curb stop for the season. The operator verified water was off and there were no issues with the owner prior to leaving the site.

November 22 – FVOP was on site at 9503 Montana Unit B to perform a final read on the water use for the residence.

November 30 – FVOP was on site to replace a water meter at 3991 Hangar Road. FVOP replaced the meter with a new water meter and AMR (Automated Meter Reader). Water service was turned on and checked for leaks before leaving the property.

November 30 – FVOP was on site at 9504 Montana Street Unit A to perform a final read on the water and sewer use for the residence.

December 2021

December 4 – FVOP was on site at 6679 Woodlea to make repairs to the curb box. The curb box was repaired and FVOP replaced the meter and installed an AMR (Automated Meter Reader). Water service was turned on and checked for leaks before leaving the property.

December 6 – FVOP was on site at 5906 Green Street to install a meter and AMR (Automated Meter Reader) to a new water service. Water was turned on after installation was complete.

December 13 & 14 – FVOP turned off water service to over 50 residences for non-payment of water bills.

December 15 - FVOP repaired the curb stop at 6679 Woodlea. It had been shut off for non-payment and could not be turned back on.

December 16 - A severe windstorm caused area-wide power outages. The Budziak lift station (#8) was without power for 2 days and 3 hours. FVOP pumped it down on a regular basis over the course of the power outage using the portable generator. Lift station #14 was also affected, but does not have a generator hookup to operate the station. The windstorm also caused damage to the chemical building roof at the wastewater treatment lagoon site.

December 17 – FVOP was on-site at Kalitta Air Hangar #1 on Flight Street to isolate the water main for repair of the leaking 3-inch service lead by John Henry Excavating. John Henry Excavating had to replace approximately 15 feet of transite water service line that had both radial and linear cracking. They also found that the service line had been spliced in the past with galvanized pipe. The service line was depressurized for the repair, and the affected buildings were notified of a precautionary Boil Water Advisory. The service line and main were flushed.

December 17 – FVOP operated a hydrant on Lake Street for fire flow testing at the proposed hotel site.

December 20 – FVOP was on-site on Flight Street to isolate the water main for repair of a leaking main valve. John Henry Excavating replaced the 8-inch valve and couplers. The main had to be depressurized for the repair, and the affected buildings were notified of a precautionary Boil Water Advisory. The main was flushed and samples were collected for bacteriological analysis.

December 20 – FVOP installed a 1½ inch meter pit for a building at Kalitta Air. The building had previously had two (2) separate service lines and meters; installation of the new meter pit allowed them to be consolidated to one service and meter.

December 20 – FVOP responded to an emergency service call at 5333 Cedar Lake Road. The water service was leaking on the property owner's side of the curb stop. The service was turned off until the leak could be repaired.

December 21 – FVOP excavated the low pressure air piping to the lagoons at the wastewater treatment site due to an observed air leak. The line had separated underground at the junction between a section of ductile iron pipe and a section of HDPE pipe.

December 22 – FVOP installed a temporary repair band on the low pressure air piping at the lagoon wastewater treatment site. A permanent heat-resistant repair band was ordered.

December 22 – FVOP was on site at 4666 Spruce Road to turn the water off at the curb stop for the season. The operator verified water was off and there were no issues with the owner before leaving the site.

December 22 – John Henry Excavating replaced the concrete that was removed for the water service repair and valve replacement on Flight Street at Space Street. A total of 664 square feet of concrete was replaced with 9-inch deep reinforced winter grade concrete.

December 23 – FVOP distributed Boil Water Advisory Lifted notices to affected buildings near Flight Street at Space Street where the service line and water main valve had been repaired.

Attachment A

Work Order Summary

2021 Work Orders & Service Calls	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P	O C T	N O V	D E C	T O T A L
Property Owner Consults	2	4	3	5	5	4	5	4	2	3	0	3	40
Prop Check/ Verify Service	18	9	4	2	6	13	4	3	4	1	3	1	68
Turn On	5	3	29	72	111	43	38	23	32	27	4	6	393
Turn Off	18	5	4	3	2	3	2	8	9	72	88	59	273
Final Read	14	10	19	17	16	36	24	33	21	20	21	22	253
Re-Read/Remote Read Issue	29	18	27	8	12	4	23	25	14	30	26	3	219
Touch Pad Repair/Install	6	1	5	3	8	9	1	6	1	4	4	0	48
Curb Box/Curb Stop Repair	1	0	1	0	10	3	1	0	5	6	2	2	31
Backflow/Fire Suppression	5	0	0	0	0	0	1	0	0	0	0	0	6
Lagoon Samples	15	15	15	15	15	15	15	15	15	15	15	5	170
Bacti Samples	10	10	10	10	10	10	10	10	10	10	10	2	112
Monitoring Wells	0	5	0	0	5	0	0	5	0	0	5	0	20
Replace Meter/Repair Service	6	6	3	9	20	14	5	4	5	20	23	13	128
New Service/Meter Pit Install	2	0	0	1	4	7	4	0	3	2	5	19	47
Line/Main Break	2	2	0	0	0	0	0	0	0	0	0	1	5
Frozen Water Service	0	0	0	0	0	0	0	0	0	0	0	0	0
Hydrant Maintnace	0	2	0	0	0	0	20	2	1	0	0	0	25
Vehicle Maintenance	2	7	4	2	5	5	4	3	4	6	3	6	51
Miscellaneous	4	1	3	9	4	6	3	5	4	5	10	1	55
Non pay Turn Off	0	0	0	0	52	14	24	15	27	22	0	49	203
Sewer Backup	0	1	0	0	0	0	0	0	0	0	0	0	1
Lift Station Maintenance	8	8	9	9	8	8	9	10	8	9	9	8	103
Site Restoration	0	0	0	1	7	0	0	11	0	0	0	0	19
Land Use Permits	2	0	6	16	8	11	16	10	9	10	6	0	94
Sewer Issue	2	1	3	2	2	2	5	3	0	2	3	1	26
Service Door Tag	1	4	0	5	6	3	5	2	1	5	8	0	40
Distribute 2019 CCR Report	0	0	0	0	11	0	0	0	0	0	0	0	11
TOTAL WORK ORDERS	152	112	145	189	327	210	219	197	175	269	245	201	2441
MISS DIG TOTALS	28	22	52	102	107	94	109	103	128	148	113	35	1041
OVERALL TOTAL	180	134	197	291	434	304	328	300	303	417	358	236	3482
Meter Reads	3456	3456	3453	3457	3462	3468	3472	3416	3076	3463	3454	3461	34179

Please note that Miss Digs for December 2021 are estimated due to changes in the Miss Dig reporting website.

Attachment B

Maintenance Allowance Updates

Oscoda Township - Water & Wastewater O&M

MAINTENANCE ALLOWANCE SPENDING 2021-2022

Contract year 2021-2022	\$	20,000.00
Remaining Fund From 2020-2021	\$	2,774.91
Beginning Total	\$	22,774.91
Total Spent 2021-2022	\$	19,208.99
Remaining Fund	\$	3,565.92

		Expense	Contract Year Running Total
May-21			
Ferguson Enterprises	Curb stops and couplers	1,089.42	
Ferguson Enterprises	Curb boxes, 1-inch copper service line	1,017.27	
Ferguson Enterprises	Curb stop tops	73.74	
Total May		\$ 2,180.43	
			\$ 2,180.43
June-21			
Alpena Electric Motor	Lift Station #14 rebuild pump motor	1,711.00	
Ferguson Enterprises	Water service parts	1,265.22	
Ferguson Enterprises	Repair sleeves	329.65	
AuSable Hardware	Ratchet straps for transporting equipment	41.32	
Total June		\$ 3,347.19	
			\$ 5,527.62
July-21			
AuSable Hardware	Treated lumber for meter pit touchpad posts	21.19	
AuSable Hardware	Knockout Seal; Wire; Repair Tape; Wing Nut; Connector	47.42	
Automation Direct	Submersible level transmitter PS #4	369.94	
Total July		\$ 438.55	
			\$ 5,966.17
August-21			
Amazon.com	Magnets for R-900 water meter AMR actuation	18.65	
Pollard Water (Ferguson)	New Electric Panel for L/S 16	1,792.74	
Total August		\$ 1,811.39	
			\$ 7,777.56
September-21			
AuSable Hardware	Hydrant paint, touchpad posts, hardware L/S #16 panel install	98.55	
Pollard Water (Ferguson)	Repair sleeves for curb boxes	531.40	
Pollard Water (Ferguson)	Water meter locks w/ lead crimps	82.73	
USA Bluebook	Hydrant diffuser, chain hoist, gate valve key	440.46	
Amazon.com	Pipe and tube cutters	70.98	
Total September		\$ 1,224.12	
			\$ 9,001.68
October-21			
Ferguson Enterprises	Curb box top sections for repairs	383.29	
Ferguson Enterprises	(4) water main saddles Bachman/Washington new main install	548.52	
Ferguson Enterprises	Curb box caps	133.32	
Ferguson Enterprises	Valves and megalug mechanical joints	2,723.69	
AuSable Hardware	Treated lumber, hydrant paint (4), retrieving magnet	230.19	
Print-N-Go	File cards for water service lead record drawings	112.92	
Total October		\$ 4,131.93	
			\$ 13,133.61
November-21			
AuSable Hardware	Concrete mix thrustblocks Bachman water main valves	27.52	
AuSable Hardware	Vacuum breakers for hydrant adapter	38.96	
AuSable Hardware	Aluminum brackets for lagoon sludge judge	40.26	
Northern Truck Repair	Repair to PS #20 drive shaft flange and U-Joint	299.21	
Ferguson Enterprises	Replacement inventory miscellaneous water service parts	1,810.10	
Bisbee Infrared Services	Annual IR inspections main lift stations and lagoon blowers	275.00	
Escon Group	Electrical troubleshooting PS #25 VFDs	406.00	
Total November		\$ 2,897.05	
			\$ 16,030.66

Oscoda Township - Water & Wastewater O&M

MAINTENANCE ALLOWANCE SPENDING 2021-2022

Contract year 2021-2022	\$	20,000.00
Remaining Fund From 2020-2021	\$	2,774.91
Beginning Total	\$	22,774.91
Total Spent 2021-2022	\$	19,208.99
Remaining Fund	\$	3,565.92

		Expense	Contract Year Running Total
December-21			
Amazon.com	Gel-cap connectors (1000 pack) for R-900 meter AMR installs	197.14	
AuSable Hardware	Concrete mix thrustblocks Bachman water main valves	27.52	
AuSable Hardware	Cut and cap material 227 E. River Road	16.22	
Ferguson Enterprises	Water main corporations and curb stop valves	479.43	
Ferguson Enterprises	Romac tapping saddles	759.27	
Standard Electric	Annual generator preventive maintenance	1,698.75	
Total December		\$ 3,178.33	
			\$ 19,208.99

Attachment C

Monitoring & Reporting



Happy New Year!

You likely recognize Tri-County Agency as an insurance provider serving Northeast Michigan since 1969. This year, we are re-introducing ourselves as TCA Insurance. This is being done to demonstrate our commitment to maintaining **local ownership** in an era where many independent agencies have been acquired by large corporations backed by private equity.

As Michigan Farm Bureau members, we are committed to the MFB mission: to represent, protect, and enhance the business, economic, social, and educational interests of our local farm community.

To establish this commitment, ***TCA Insurance is excited to announce two upcoming events:***

#1 – (March 1st, 2022): Landowner Environmental & Economic Workshop

Location: Ruckle Farm in Whittemore

This will be a ½ day workshop to learn about Conservation Reserve Enhancement Program (CREP) and Michigan Agricultural Environmental Assurance Program (MAEAP). The event will be eligible for you to earn Restricted Use Pesticide (RUP) credits from Michigan Department of Agriculture & Rural Development (MDARD). A certified Forester and representatives from the Natural Resources Conservation Services (NRCS) will be guest speakers. This event is being hosted by TCA Insurance in collaboration with the Arenac, Iosco, and Alcona Conservation Districts. Breakfast snacks and Lunch will be provided (all free of charge).

#2 – (Late March): Tire Recycling/collection

Location: Nelkie Farm in Tawas

Partnering with the Iosco Conservation District & Michigan Farm Bureau, the disposal cost will be partially covered by grants including one from the TCA Insurance Foundation. All tires, including ag, will be eligible for recycling.

Accompanying this letter, you will find a brochure from Pioneer State Mutual Insurance Company. We encourage you learn about “Our Farm Legacy” in the brochure; Pioneer originated as a farming insurance company in 1908 and continues to provide insurance to various farms all over the State of Michigan.

You can expect another mailing from us with specific dates, times, and locations for these events. In the meantime, please feel free to contact Mark or Cliff with any questions.

TCA Insurance

Members of:



MICHIGAN'S VOICE OF AGRICULTURE



The TCA Insurance Team



Cliff Miller

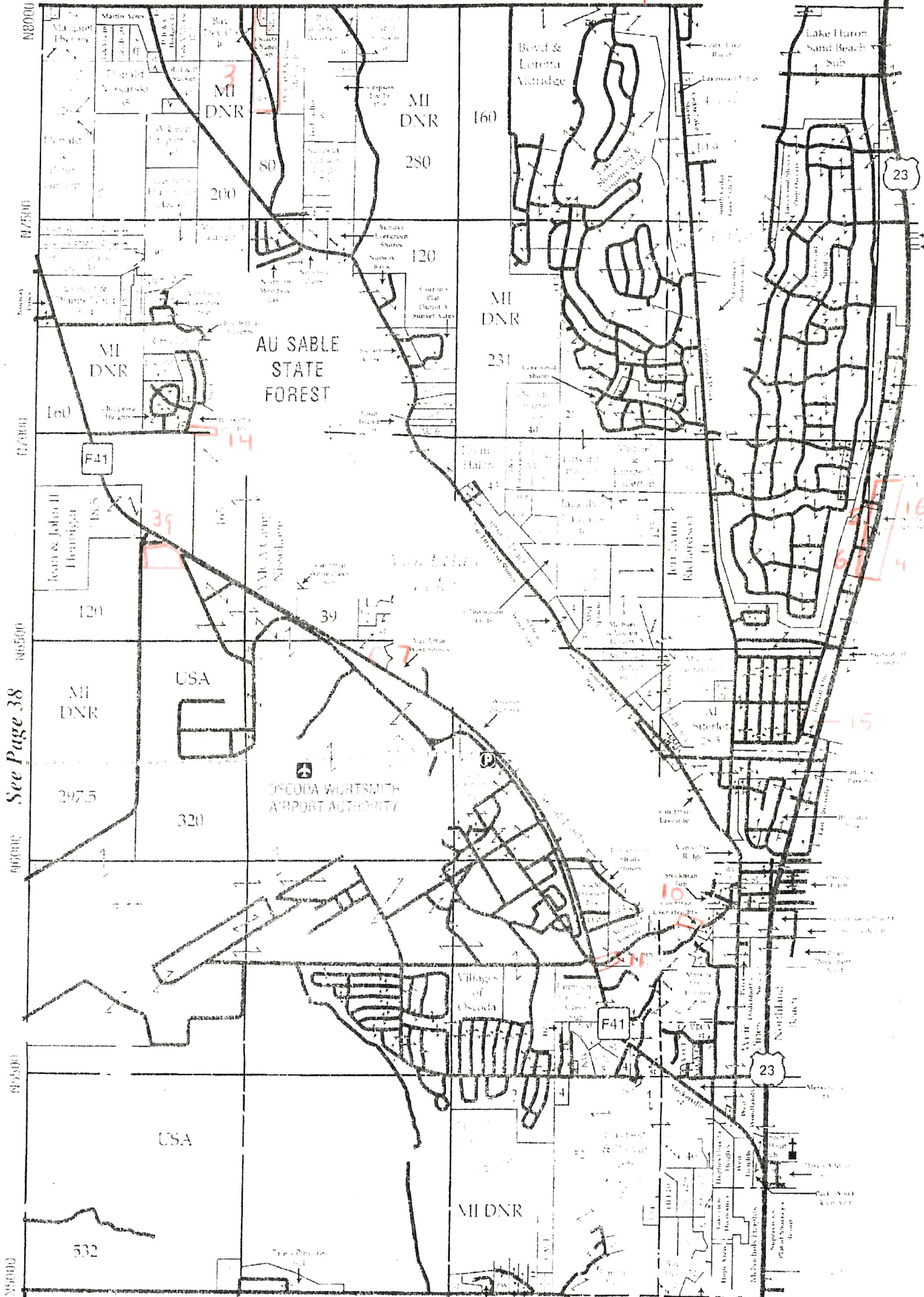


Mark Ferguson

TOWNSHIP PROPERTIES

MAP #1

No.	Property I.D. Number	Address/Description	Acreage	Classification	Notes	Potential action
3	063-005-200-005-00	Kings Corner Rd	32.93	Non-Disposable	Retired Landfill	
4	063-014-200-001-00	Oscoda Huron Sunrise P, East Side US23	5.25	Non-Disposable		
5	063-015-100-001-00	Oscoda Huron Sunrise P, West Side US23	4.1	Non-Disposable		
6	063-015-100-003-00	Oscoda Huron Sunrise P, West Side US23	2.75	Non-Disposable		
7	063-020-100-002-50	F41 Parcel Air Force Bought From Pierce	1.41	Non-Disposable		
10	063-027-200-056-00	Van Etten Dam Rd/Old Van Etten Dam Site	0.11	Non-Disposable		TO: Iosco County Drain Comm
11	063-028-100-004-50	F41, Road Between F41 & Van Etten Dam Rd	0.59	Non-Disposable		TO: Road Commission
14	064-H30-000-009-00	Colbath Rd, Van Etten Lake Access	0.13	Non-Disposable		Possible Restrictions
15	064-J50-000-259-00	Tecumseh Ave, Corner of Tecumseh & Mikado	0.51	Non-Disposable		
16	064-L12-000-298-00	Oscoda Huron Sunrise P, East Side US23	1.28	Non-Disposable		
39	066-018-400-001-00	6703 Perimiter Rd, DRMO	11.59	Non-Disposable		

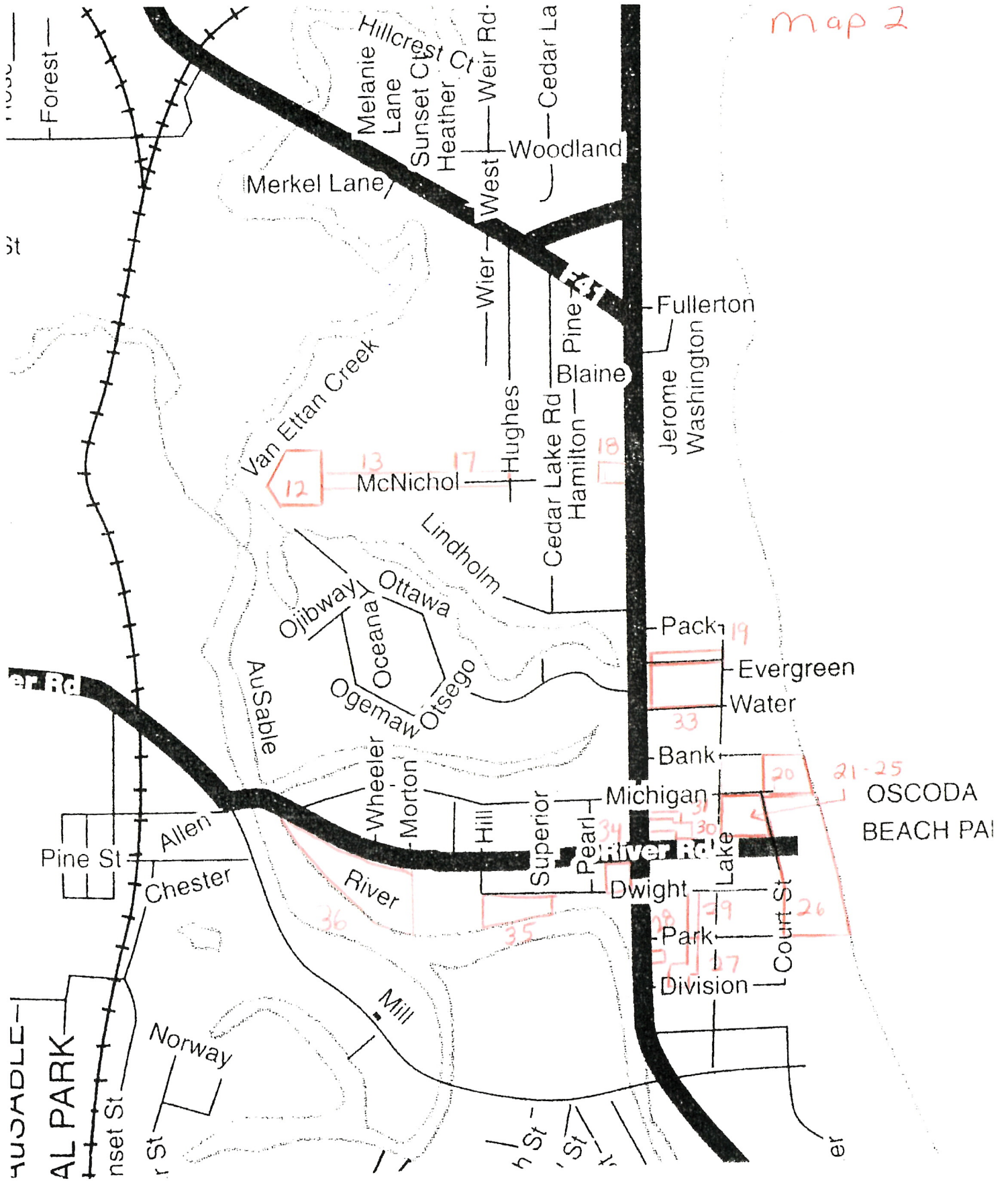


See Page 38

MAP #2

No.	Property I.D. Number	Address	Acreage	Classification	Notes	Potential Action
12	063-033-400-003-00	4466 McNichol Ave	6.15	Non-Disposable	DPW BLDG & Old WWTP	
13	063-034-300-002-00	McNichol Ave	0	Non-Disposable	Road to DPW & WWTP	TO: Road Commission
17	063-L80-000-009-00	McNichol Ave	0	Non-Disposable	Road to DPW & WWTP	TO: Road Commission
18	064-M10-000-010-00	5145 N US23	0.65	Non-Disposable	Vacant Lot N of Dollar General	EGLE Report on issues
19	064-V10-001-001-00	Evergreen St	0	Non-Disposable	Actual Evergreen St	TO: Road Commission
20	064-V10-004-006-30	E. Bank St	2.04	Non-Disposable	expanded Beach to N	
21	064-V10-005-001-00	201 E River Rd	0.96	Non-Disposable	4.25 Lots & Pole Barn	
22	064-V10-005-004-00	227 E River Rd	0.11	Disposable	Lake St Redevelopment Site	SOLD
23	064-V10-005-004-50	229 E River Rd	0.12	Disposable	Lake St Redevelopment Site	SOLD
24	064-V10-005-005-00	220 E Michigan	0.23	Disposable	Lake St Redevelopment Site	SOLD
25	064-V10-005-007-00	110 N Lake St	0.39	Disposable	Lake St Redevelopment Site	SOLD
26	064-V10-005-007-60	300 E River Rd	9.57	Non-Disposable	OSCODA BEACH PARK	
27	064-V10-009-002-00	Park St & Division St	0.76	Non-Disposable	Beach Parking Lot	
28	064-V10-009-007-00	313 S State St	0.09	Non-Disposable	Vacant Lot S of Oscoda Press	
29	064-V10-010-002-00	Dwight St & Park St	0.45	Non-Disposable	Parking Lot	
30	064-V10-012-005-50	State St & River Rd	0.2	Non-Disposable	Parking Lot	
31	064-V10-012-007-00	N State St	0.09	Non-Disposable	Park South of Truly Yours	
32	064-V10-012-009-00	112 N State St	0.22	Disposable	Artisan Hall Market Place	SOLD
33	064-V10-015-001-00	064-V10-015-001-00	3.3	Disposable	Furtaw Field	
34	064-V10-018-001-00	110 S State St	1.35	Non-Disposable	Township Hall	
35	064-V55-000-002-10	Dwight Ave	1.22	Non-Disposable	Piety Hill	
36	064-V55-000-003-00	River Rd	5.29	Non-Disposable	Oscoda River Bank Park	

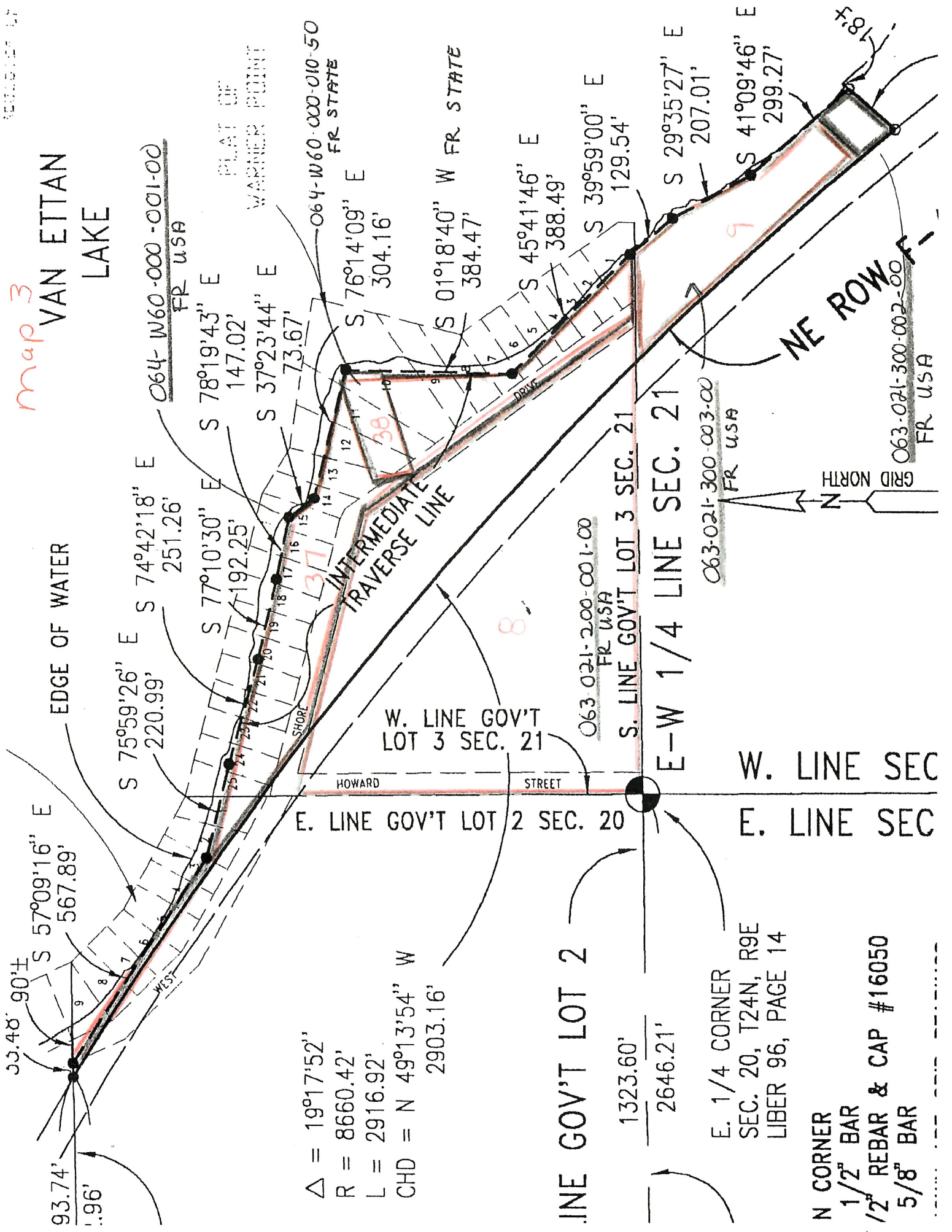
map 2



MAP #3

No.	Property I.D. Number	Address	Acreage	Classification	Notes	Potential Action
8	063-021-200-001-00	F-41 Parking Lot for Ratliff Park	4.7	Non-Disposal	Ratliff Park Parking Lot	
9	063-021-300-003-00	6330 F 41	2.28	Non-Disposal	Van Etten Lake Gazebo	
37	064-W60-000-001-00	6288 F 41	11.07	Non-Disposal	Ken Ratliff Memorial Park	
38	064-W60-000-010-50	6300 F 41	0.49	Non-Disposal	Warriors Pavillion	

map 3
VAN ETTAN
LAKE



MAP #4

No.	Property I.D. Number	Address	Acreage	Classification	Notes	Potential Action
40	066-021-300-002-00	Perimeter Rd	0.87	Non-Disposal	Land between Perimeter & F41	
41	066-021-300-007-00	6060 Skeel Ave	1.13	Non-Disposal	BLDG 473/Tennis Court	Toltest using for AF
42	066-021-300-010-00	Perimeter Rd	0.85	Non-Disposal	Land between Perimeter & F41	
43	066-021-300-016-00	6010 Skeel Ave	1.77	Non-Disposal	Robert J Parks Library	
44	066-021-300-020-00	302 Missile St BLDG	1.12	Non-Disposal		OWAA Wants
45	066-021-300-022-00	4051 Arrow St BLDG#220	1.57	Non-Disposal	Telephone Co Leases	
46	066-021-300-024-00	Missile & Michigan	0.96	Non-Disposal		TO: OWAA
47	066-021-300-025-00	4041 Missile St BLDG 201	1.02	Non-Disposal		TO: OWAA
49	066-028-100-001-00	1724 Pine Dr	0.72	Disposable	Vacant Land	Under Contract
50	066-028-100-002-00	1726 Pine Dr	0.6	Disposable	Vacant Land	Under Contract
51	066-028-100-003-00	1730 Pine Dr	0.55	Disposable	Vacant Land	Under Contract
52	066-028-100-004-00	1732 Pine Dr	0.72	Disposable	Vacant Land	Under Contract
53	066-028-100-005-00	1736 Pine Dr	0.33	Disposable	Vacant Land	Under Contract
54	066-028-100-006-00	1738 Pine Dr	0.39	Disposable	Vacant Land	Under Contract
55	066-028-100-007-00	1750 Elm Dr	0.73	Non-Disposal	Veterans Memorial Park	
56	066-028-100-008-00	1752 Elm Dr	0.51	Non-Disposal	Veterans Memorial Park	
57	066-028-100-009-00	1754 & 1755 Elm Dr	0.47	Non-Disposal	Veterans Memorial Park	
58	066-028-100-010-00	1756 & 1755 Elm Dr	0.44	Non-Disposal	Veterans Memorial Park	
59	066-028-100-011-00	1758 Elm dr	0.46	Non-Disposal	Veterans Memorial Park	
60	066-028-100-012-00	1760 & 1759 Elm Dr	0.52	Non-Disposal	Veterans Memorial Park	
61	066-028-100-013-00	Skeel Ave	1.08	Non-Disposal	Veterans Memorial Park	
62	066-028-100-015-00	Skeel Ave BLDG #4003	0.31	Non-Disposal	Veterans Memorial Park	
63	066-028-100-015-00	Skeel Ave	0.38	Non-Disposal	Veterans Memorial Park	
64	066-028-100-017-10	Perimeter Rd	0.51	Non-Disposal	By Forest Service BLDG	TO: Forest Service
65	066-028-100-018-00	Skeel & Perimeter Rd	0.3	Non-Disposal	By Forest Service BLDG	TO: Forest Service

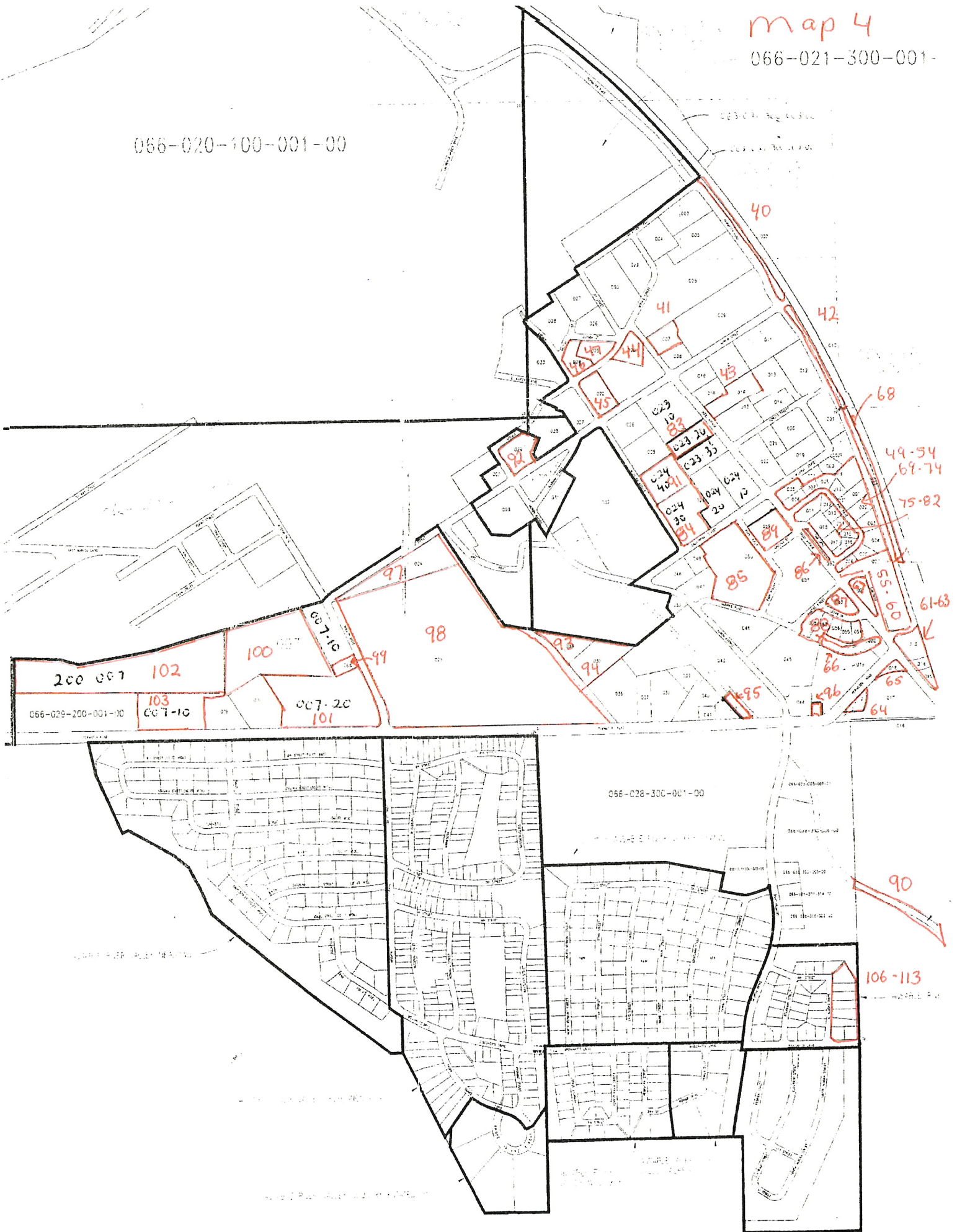
66	066-028-100-020-00	1830 Cedar Ave + 4 car	1.82	Non-Disposal	Use by Forest Service	
67	066-028-100-021-00	Elm & Skeel	0.76	Non-Disposal	Veterans Memorial Park	
68	066-028-100-022-00	Perimeter Rd	1.16	Non-Disposal	Land between Perimeter & F41	
69	066-028-200-005-00	California St	0.48	Disposable	Vacant Land	Under Contract
70	066-028-200-006-00	1710 Pine Dr	0.38	Disposable	Vacant Land	Under Contract
71	066-028-200-007-00	1712 Pine Dr	0.38	Disposable	Vacant Land	Under Contract
72	066-028-200-008-00	1716 Pine Dr	0.23	Disposable	Vacant Land	Under Contract
73	066-028-200-009-00	Perimeter Rd	0.94	Disposable	Vacant Land	Under Contract
74	066-028-200-010-00	1718 Pine Dr	0.28	Disposable	Vacant Land	Under Contract
75	066-028-200-011-00	1715 Pine dr	0.48	Disposable	Vacant Land	Under Contract
76	066-028-200-012-00	1719 Pine Dr	0.17	Disposable	Vacant Land	Under Contract
77	066-028-200-013-00	1721 Pine Dr	0.3	Disposable	Vacant Land	Under Contract
78	066-028-200-014-00	1727 Pine Dr	0.3	Disposable	Vacant Land	Under Contract
79	066-028-200-015-00	1729 Pine Dr	0.11	Disposable	Vacant Land	Under Contract
80	066-028-200-016-00	1735 Pine Dr	0.31	Disposable	Vacant Land	Under Contract
81	066-028-200-017-00	1702 Skeel Ave	0.32	Disposable	Vacant Land	Under Contract
82	066-028-200-018-00	Oak Dr	0.6	Disposable	Vacant Land	Under Contract
83	066-028-200-023-20	Skeel Ave	1	Non-Disposal	Vacant Land	Utilities underground
84	066-028-200-024-30	California St	2.9	Non-Disposal	Vacant Land	
85	066-028-200-050-00	5671 N Skeel Ave	6.6	Disposable	Aune Medical Center	Preparing for auction
86	066-028-200-052-00	Oak & Skeel	0.12	Disposable	Vacant Land	Under Contract
87	066-028-200-053-00	Skeel/Kansas & Cedar	0.83	Non-Disposal	Forest Service using	
88	066-028-200-054-00	1830 Cedar Ave	1.97	Non-Disposal	Forest Service using	
89	066-028-200-059-00	E Park St	1.23	Disposable	Parking Lot w/Aune	Preparing for auction
90	066-028-400-010-00	Railroad	2.13	Non-Disposal	Railroad Spur	
91	066-028-200-024-40	5944 N Michigan Ave	2.58	Non-Disposal	Vacant Land - former Dining Hall	
92	066-028-200-034-00	Missile St	1.68	Non-Disposal	Well Heads	
93	066-028-200-029-00	Perimeter Rd	1.41	Non-Disposal	Vacant Land	
94	066-028-200-035-00	Perimeter Rd	2.43	Non-Disposal	Vacant Land	
95	066-028-200-042-00	7200 Perimeter Rd	0.71	Non-Disposal	Transloading Station	Lease w/USG
96	066-028-200-044-50	Perimeter Rd	0.12	Non-Disposal	Pump station	
97	066-029-100-004-00	Arrow St	3.99	Non-Disposal	Sports Complex	
98	066-029-100-005-00	3100 Perimeter Rd	45.38	Non-Disposal	Sports Complex	
99	066-029-100-006-00	5000 Mission St	0.51	Non-Disposal		Lease w/USG

100	066-029-100-007-00	Perimeter Rd	7.98	Non-Disposal	Vacant Land	
101	066-029-100-007-20	5012 Perimeter	8.61	Non-Disposal	Vacant Land	
102	066-029-200-007-00	Perimeter Rd	10.72	Non-Disposal	Vacant Land	
103	066-029-200-007-10	Perimeter Rd	5.03	Non-Disposal	Vacant Land	
105	066-030-400-001-00	Off Runway	2.64	Non-Disposal	Off Runway	
106	066-070-000-001-00	8000 Bissonette Dr B	0.29	Non-Disposal		
107	066-070-000-002-00	8000 Bissonette Dr A	0.28	Non-Disposal		
108	066-070-000-003-00	8002 N Alaskan Dr B	0.34	Non-Disposal		
109	066-070-000-004-00	8002 N Alaskan Dr A	0.38	Non-Disposal		
110	066-070-000-005-00	8004 N Alaskan Dr B	0.34	Non-Disposal		
111	066-070-000-006-00	8004 N Alaskan Dr A	0.35	Non-Disposal		
112	066-070-000-007-00	8006 N Alaskan Dr B	0.34	Non-Disposal		
113	066-070-000-008-00	8006 N alaskan Dr A	0.49	Non-Disposal		

map 4

066-021-300-001-

066-020-100-001-00



MAP #5

No.	Property I.D. Number	Address	Acreage	Classification	Notes	Potential Action
2	062-035-100-001-50	Rea Rd Runway End	4.29	Non-Disposal		TO: OWAA
105	066-030-300-001-00	2998 Hunt St	11.19	Non-Disposal	Sewage Treatment Plant	
48	066-025-400-001-00	Hunt St	31.09	Non-Disposal	Sewer Lagoon Seepage Bed	

MAP #7

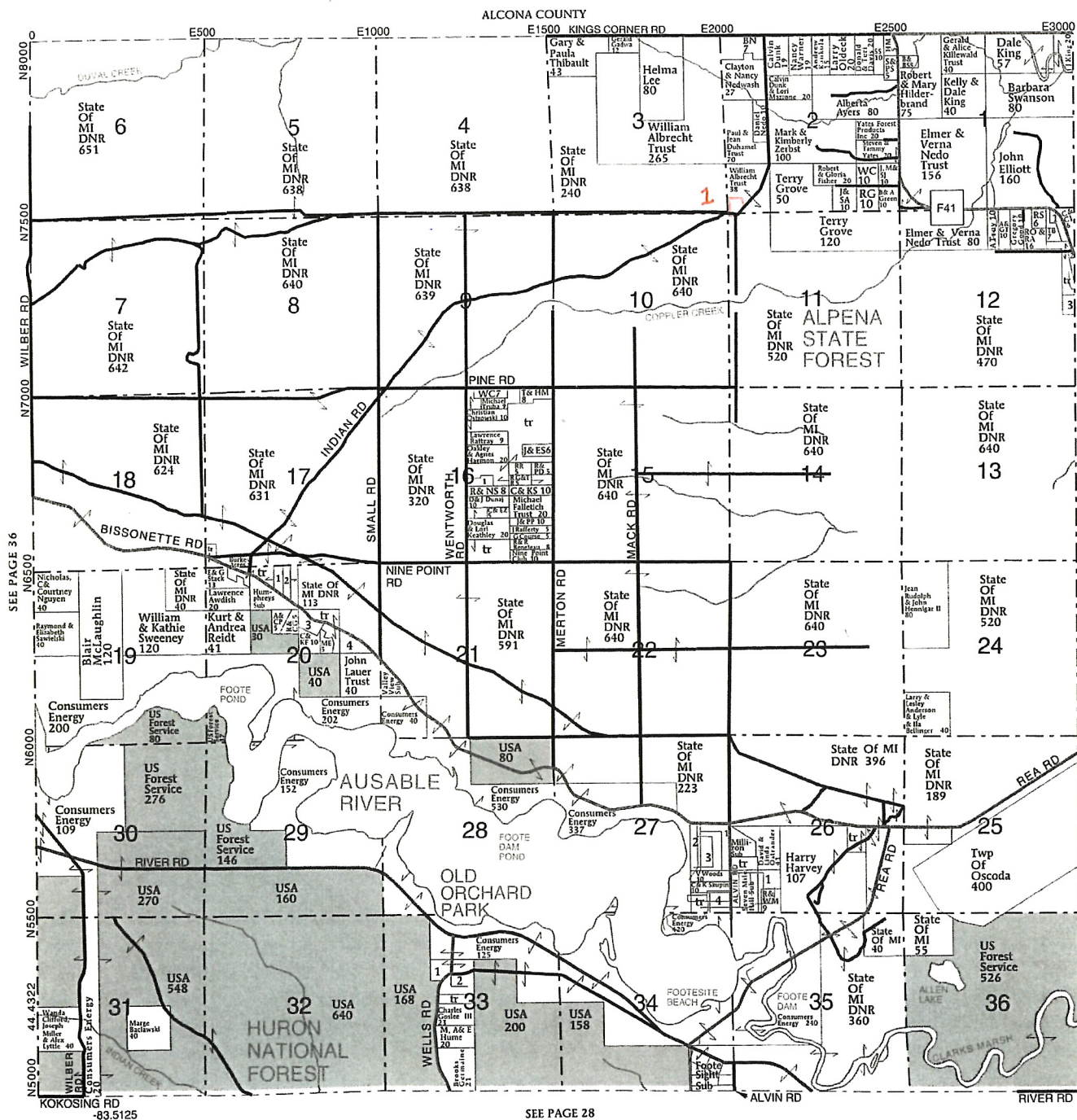
No.	Property I.D. Number	Address/Description	Acreage	Classification	Notes	Potential Action
1	062-002-300-001-50	Indian Rd - Cemetery Board of Health	2	Non-Disposable		

OSCODA EC

T-24-N • R-8-E

Map 7

See Page 61-62 For Additional Names.



WE CARE ABOUT OUR FARMERS

If you're minding the farm, we're reminding you to please be careful and follow these important safety precautions.

- Shut off all machinery when not in use, even if it's only for a few minutes.
- Keep all machinery in good working condition and be sure all guards and safety devices are always in place.
- Don't be a victim of fatigue. Take time out every now and then for a break.
- Store and label all dangerous chemicals in a safe place, away from children.
- Wear protective gear on head, hands, and feet. Avoid loose fitting clothing around running machinery.
- Alert your family and workers to all potential hazards.



THIS MESSAGE BROUGHT TO YOU BY:
Iosco County Board of Commissioners

	MAP #8					
No.	Property I.D. Number	Address/Description	Acreage	Classification	Notes	Potential Action
1	021-R30-000-013-00	Off River Rd	8.57	Non-Disposal	Property owned in AuSable Twp	
2	021-R30-000-001-00	Off River Rd	0.43	Non-Disposal	Property owned in AuSable Twp	

MAP #8

