

INLAND TOWNSHIP BOARD MEETING

August 14, 2023

19668 Honor Hwy., Interlochen

Call to Order by Supervisor Davis

Invocation by Supervisor Davis

Pledge of Allegiance was recited

Roll Call Present: Supervisor Davis, Clerk Wirth, Trustee Miller, Trustee Poulisse, Treasurer Zielinski

Public Comment* 5:03 – 5:09 was received

*Public comment: Any person wishing to address the Board may do so one – time per public comment period. This is a comment/input option. The Board is not required to comment or respond to presenters. Silence or non-response from the Board should not be interpreted as disinterest or disagreement by the Board. Comments shall be addressed to the chair and not individual board members or others in the audiences.

Approval of Meeting Agenda:

Motion to approve meeting agenda with addition of status of audit under old business by Davis, 2nd by Miller

Ayes – All Nays – None Motion carried

Approval of Consent Agenda

- Minutes from July 10, 2023 & special mtg July 12, 2023
- Financial Reports
- Prepaid Bills/Tax Account: #15029-15058, 1000826= \$33,974.94/23-24(E), 2816-2818+=\$162,223.42
- Payroll: #1000827-1000852=\$15,389.03
- Unpaid Bills: #~~15059-15078~~=\$12622.08
- Budget Adjustments/Amendments

Motion to approve consent agenda minus minutes for July 10 and remove “+” sign in prepaid bills between 2818 and \$162,223.42 and July 12 minutes by Poulisse, 2nd by Miller

Roll call: Ayes – Poulisse, Miller, Zielinski, Wirth & Davis Nays – None Motion carries

Motion to approve minutes from July 10 and July 12, 2023 as corrected by Miller, 2nd by Poulisse

Ayes – All Nays – None Motion carried

Reports:

1. County Commissioner – Commissioner Warsecke gave report, Commissioner Jeannot submitted written report
2. Fire Chief – Chief Pfost gave report and asked for approval to attend MTA Emerging Issues conference

Motion to approve Fire Chief, Assistant Fire Chief & Supervisor to attend MTA conference in Frankenmuth & to pay per Diem & mileage as needed by Wirth, 2nd by Poulisse

Roll call: Ayes – Poulisse, Miller, Zielinski, Wirth & Davis Nays – None Motion carries

3. Parks & Recreation - Peggy Case gave report
4. Fire Association – ~~Rose Wirth~~ Tanya Struble gave report for fire dept. open house
5. Inland Planning Commission – Mary Miller gave report
6. Zoning/Blight Administrator – Jim Weller n/a Supervisor Davis commented on blight issues
7. Event Committee – Laura Turmel gave report and asked to approve Emily Leuenberger to committee

Motion to add Emily Leuenberger to the event committee as a volunteer by Davis, 2nd by Poulisse

Ayes – All Nays – None Motion carried

8. Board Member Report- Zielinski reported that Honor Bank was now doing sweeps and would like to keep money there instead of State Bank and also asked to have CD 3080603 moved into sweep account once it expires

Motion to allow treasurer to move money previously authorized to State Savings sweep account to stay in Honor Bank to a sweep account by Poulisse, 2nd by Zielinski

Roll call: Ayes – Poulisse, Zielinski, Wirth & Davis Nays – Miller Motion carries

Motion to have Honor CD 603 that expires on 08/28/2023 that it can be moved to insured sweep account by Zielinski, 2nd by Davis

Roll call: Ayes – Poulisse, Miller, Zielinski, Wirth & Davis Nays – None Motion carries

Old Business:

Audit Status – Davis gave a report on the audit thus far. Final not in yet/

New Business

1. Kraft maintenance agreement (Treasurer)

Motion to allow Supervisor & Treasurer to contact Kraft to discuss maintenance agreement & questions by Poulisse, 2nd by Davis Ayes – All Nays – None Motion carried

2. Election materials

Motion to approve the Clerk to buy envelopes and postage for election up to \$1200 by Davis, 2nd by Miller

Roll call: Ayes – Poulisse, Miller, Zielinski, Wirth & Davis Nays – None Motion carries

3. MSU Citizen Planner

Motion to approve any board member, members of planning & zoning to attend Citizen Planner & the township pay mileage & per Diem by Poulisse, 2nd by Miller

Roll call: Ayes – Poulisse, Miller, Zielinski, Wirth & Davis Nays – None Motion carries

Any Other Business to come before the Board

Public Comment* 6:01-6:08 was received

***Public comment:** Any person wishing to address the Board may do so **one – time per public comment period**. This is a comment/input option: the Board is not required to comment or respond to presenters. Silence or non-response from the Board should not be interpreted as disinterest or disagreement by the Board. Comments shall be addressed to the chair and not individual board members or others in the audiences.

Meeting time change for rest of fiscal year

Motion we move the rest of this year's meetings to 6:00 p.m. and post in the Record Patriot the time change by Davis, 2nd by Poulisse

Adjournment

Motion to adjourn by Miller, 2nd by Poulisse

Ayes – All Nays – None Motion carries

Meeting adjourned at 6:09 p.m.

DRAFT Special Meeting

Inland Township Board
19668 Honor Hwy. Interlochen, MI 49643
231.275.6568

Held 21 August 2023 at 6:00 p.m. at the Inland Township Offices &
Fire Department

Purpose of Meeting: Requested joint meeting with the Inland Township Planning
Commission

Meeting was called to order by Planning Commission chair at 6:03 p.m..

Township Board roll call present were: Supervisor Davis, Clerk Wirth, Trustee Miller (as
a Planning Commission board member) and Treasurer Zielinski

Absent was Trustee Poulisse

Discussion between planning commission members, zoning administrator, township
board members and the zoning attorney was heard regarding amending some issues with
the zoning ordinance and ideas to make changes to it.

After discussion ended and the Planning Commission took a recess the Township Board
members were free to leave the remainder of the planning commission meeting.

CASH SUMMARY BY FUND FOR INLAND TOWNSHIP
 FROM 08/01/2022 TO 08/31/2023
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

| Fund | Description | Beginning Balance 08/01/2022 | Total Debits | Total Credits | Ending Balance 08/31/2023 |
|------|-----------------------------|---------------------------------|--------------|---------------|------------------------------|
| 101 | GENERAL FUND | 557,653.27 | 479,921.36 | 387,328.37 | 650,246.26 |
| 151 | CEMETERY TRUST FUND | 6,639.42 | 602.64 | 0.54 | 7,241.52 |
| 152 | BRUNDAGE CEMETERY | 2,269.11 | 2,200.00 | 2,380.00 | 2,089.11 |
| 153 | COUNTRYSIDE CEMETERY | 1,708.35 | 2,475.00 | 2,375.00 | 1,808.35 |
| 203 | LOCAL ROAD MILLAGE FUND | 40,943.22 | 117,043.46 | 23,373.25 | 134,613.43 |
| 206 | FIRE FUND | 218,159.04 | 266,019.00 | 214,887.73 | 269,290.31 |
| 208 | PARK/RECREATION FUND | 31,636.96 | 21,279.49 | 15,106.05 | 37,810.40 |
| 211 | FIRE ASSOCIATION | 19,677.17 | 10,070.00 | 8,200.27 | 21,546.90 |
| 213 | FIRE EQUIPMENT MILLAGE FUND | 137,734.32 | 222,328.40 | 151,933.54 | 208,129.18 |
| 214 | PLANNING/ZONING COMMISSION | 23,669.40 | 17,523.36 | 19,246.73 | 21,946.03 |
| 216 | SPECIAL EVENTS FUND | 3,430.48 | 30,041.28 | 27,234.81 | 6,236.95 |
| 252 | WATER SUPPRESSION FUND | 19,767.90 | 7,119.07 | 0.00 | 26,886.97 |
| 285 | AMERICAN RESCUE PLAN ACT | 202,991.92 | 0.00 | 1,189.46 | 201,802.46 |
| 402 | EQUIPMENT REPLACEMENT FUND | 56,145.25 | 22,483.22 | 19,545.76 | 59,082.71 |
| 701 | GENERAL AGENCY FUND | 950.20 | 22,052.50 | 21,297.50 | 1,705.20 |
| 703 | CURRENT TAX COLLECTION FUND | 100,111.67 | 3,139,884.65 | 3,099,702.68 | 140,293.64 |
| | TOTAL - ALL FUNDS | 1,423,487.68 | 4,361,043.43 | 3,993,801.69 | 1,790,729.42 |

Rose

09/05/2023

CHECK REGISTER FOR INLAND TOWNSHIP
CHECK DATE FROM 08/14/2023 - 09/05/2023

| Check Date | Check | Vendor Name | Description | Amount |
|-------------------|-------|--------------------------------|-------------------------------|---------------------|
| Bank 101 G 101 GF | | | | |
| 08/14/2023 | 15059 | BENZIE COUNTY TREASURER | chargebacks 08/08/2023 | 91.66 |
| 08/14/2023 | 15060 | BOUND TREE MEDICAL, LLC | FD equipment | 61.24 |
| | | | FD equipment | <u>202.67</u> |
| | | | | 263.91 |
| 08/14/2023 | 15061 | BS&A SOFTWARE | software | 1,968.00 |
| 08/14/2023 | 15062 | CHERRYLAND ELECTRIC COOPERATIV | electric bill | 786.73 |
| 08/14/2023 | 15063 | CHERRYLAND GROCERY | FD fuel | 78.81 |
| 08/14/2023 | 15064 | CSI EMERGENCY APPARATUS, LLC | FD new equip | 3,173.86 |
| | | | FD new equip | <u>1,206.25</u> |
| 08/14/2023 | 15065 | ELECTION SOURCE | election supplies | 212.63 |
| 08/14/2023 | 15066 | FIGURA LAW OFFICE | attorney fees | 464.00 |
| 08/14/2023 | 15067 | FIRE RECOVERY | FD account maintenance | 250.00 |
| 08/14/2023 | 15068 | FISCHER LP GAS | Bendon propane | 69.95 |
| 08/14/2023 | 15069 | Jackie Francis | deposit refund | 50.00 |
| 08/14/2023 | 15070 | KRAFT Business systems | FD/Office copiers | 56.04 |
| 08/14/2023 | 15071 | LAKE MICHIGAN CPA SERVICES PLC | audit work treasurer | 2,100.00 |
| 08/14/2023 | 15072 | MICHIGAN ASSESSING SERVICE INC | assessing fee | 1,325.83 |
| 08/14/2023 | 15073 | NORTHERN MICHIGAN GLASS | mtg rom door repair | 136.50 |
| 08/14/2023 | 15074 | Parker's Outdoor Maintenance | bendon/office mowing | 180.00 |
| 08/14/2023 | 15075 | SPECTRUM PRINTERS | election supplies | 59.14 |
| 08/14/2023 | 15076 | Therese Zielinski | MILEAGE | 108.08 |
| 08/14/2023 | 15077 | THIRLBY AUTOMOTIVE | FD supplies | 6.69 |
| 08/14/2023 | 15078 | YOUNG, GRAHAM & WENDLING, P.C. | zoning attorney fees | 34.00 |
| 08/15/2023 | 15079 | CHARTER COMMUNICATIONS | internet/phone | 234.96 |
| 08/15/2023 | 15080 | SAM's CLUB MC/SYNCB | supplies/education/janitorial | 840.00 |
| 08/22/2023 | 15081 | AT&T MOBILITY | FD phone | 81.10 |
| 08/22/2023 | 15082 | BENZIE COUNTY ROAD COMMISSION | Brine St. Johns | 1,158.47 |
| 08/22/2023 | 15083 | DTE ENERGY | natural gas | 108.86 |
| 08/22/2023 | 15084 | VERIZON WIRELESS | ZA phone | <u>53.09</u> |
| | | | 101 G TOTALS: | |
| | | | Total of 26 Checks: | \$ 15,098.56 |

09/05/2023

CHECK REGISTER FOR INLAND TOWNSHIP
CHECK DATE FROM 08/14/2023 - 09/05/2023

| Check Date | Check | Vendor Name | Description | Amount |
|---------------------------|-------|-------------------------|--------------------------|-------------------|
| Bank 220 220 TAX ACCOUNT | | | | |
| 08/24/2023 | 25(E) | INLAND TOWNSHIP | TAX DISBURSEMENT | 943.78 |
| 08/24/2023 | 26(E) | INLAND TOWNSHIP | TAXES DUE TO OTHER UNITS | 1,042.15 |
| 08/24/2023 | 2819 | BENZIE COUNTY TREASURER | TAX DISBURSEMENT | <u>104,519.09</u> |
| 220 TOTALS: | | | | |
| Total of 3 Checks: | | | | 106,505.02 |
| Less 0 Void Checks: | | | | <u>0.00</u> |
| Total of 3 Disbursements: | | | | 106,505.02 |

For Payroll ID: 72 Check Date: 08/31/2023 Pay Period End Date: 08/31/2023

| Post Date | Journal | Description | GL Number | GL Description | DR Amount | CR Amount |
|----------------------------|---------|---------------------|-----------------|---------------------------|-----------------|-----------------|
| 08/31/2023 | PR | BEECHRAFT , CINDY | Check: | 1000853 Payroll ID: 72 | | |
| JE: 1092 POSTED (ID: 8790) | | | 101-000-001.000 | CASH-CHECKING | | 298.35 |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 14.88 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 63.54 |
| | | | 101-265-703.000 | SALARIES | 100.00 | |
| | | | 101-265-709.000 | FICA | 7.65 | |
| | | | 101-268-703.000 | SALARIES | 250.00 | |
| | | | 101-268-709.000 | FICA | 19.12 | |
| | | | | | <u>376.77</u> | <u>376.77</u> |
| 08/31/2023 | PR | BROW , GUNNAR P. | Check: | 1000854 Payroll ID: 72 | | |
| JE: 1093 POSTED (ID: 8790) | | | 101-000-001.000 | CASH-CHECKING | | 439.07 |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 1.13 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 72.94 |
| | | | 101-101-704.000 | WAGES PART TIME | 60.00 | |
| | | | 101-101-709.000 | FICA | 4.59 | |
| | | | 101-257-703.000 | WAGES - ASSESSOR | 416.67 | |
| | | | 101-257-709.000 | FICA | 31.88 | |
| | | | | | <u>513.14</u> | <u>513.14</u> |
| 08/31/2023 | PR | DAVIS, DAVID G | Check: | 1000855 Payroll ID: 72 | | |
| JE: 1094 POSTED (ID: 8790) | | | 101-000-001.000 | CASH-CHECKING | | 1,814.68 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 300.64 |
| | | | 101-101-704.000 | WAGES PART TIME | 60.00 | |
| | | | 101-101-709.000 | FICA | 4.59 | |
| | | | 101-171-703.000 | SALARIES - SUPERVISOR | 1,905.00 | |
| | | | 101-171-709.000 | FICA | 145.73 | |
| | | | | | <u>2,115.32</u> | <u>2,115.32</u> |
| 08/31/2023 | PR | DEW, MARI E | Check: | 1000856 Payroll ID: 72 | | |
| JE: 1095 POSTED (ID: 8790) | | | 101-000-001.000 | CASH-CHECKING | | 2.55 |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | 11.73 | |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 9.18 |
| | | | 214-000-001.000 | CASH-CHECKING | | 64.59 |
| | | | 214-701-704.000 | WAGES PART TIME | 60.00 | |
| | | | 214-701-709.000 | FICA | 4.59 | |
| | | | | | <u>76.32</u> | <u>76.32</u> |
| 08/31/2023 | PR | HUFFMAN , PAUL ALAN | Check: | 1000857 Payroll ID: 72 | | |
| JE: 1096 POSTED (ID: 8790) | | | | | | |

For Payroll ID: 72 Check Date: 08/31/2023 Pay Period End Date: 08/31/2023

| Post Date | Journal | Description | GL Number | GL Description | DR Amount | CR Amount |
|----------------------------|---------|----------------------------|-----------------|---------------------------|---------------|---------------|
| 08/31/2023 | PR | KUZNICKI , CATHERINE M | 101-000-001.000 | CASH-CHECKING | 11.73 | |
| JE: 1097 POSTED (ID: 8790) | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 2.55 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 9.18 |
| | | | 214-000-001.000 | CASH-CHECKING | | 64.59 |
| | | | 214-701-704.000 | WAGES PART TIME | 60.00 | |
| | | | 214-701-709.000 | FICA | 4.59 | |
| | | | | | <u>76.32</u> | <u>76.32</u> |
| 08/31/2023 | PR | KUZNICKI , CATHERINE M | 101-000-001.000 | CASH-CHECKING | | 128.14 |
| JE: 1097 POSTED (ID: 8790) | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | 138.75 | 21.22 |
| | | | 101-215-704.000 | WAGES PART TIME | | |
| | | | 101-215-709.000 | FICA | 10.61 | |
| | | | | | <u>149.36</u> | <u>149.36</u> |
| 08/31/2023 | PR | MILLER , MARY E | 101-000-001.000 | CASH-CHECKING | | 156.23 |
| JE: 1098 POSTED (ID: 8790) | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 11.76 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 65.34 |
| | | | 101-101-703.000 | SALARIES | 216.75 | |
| | | | 101-101-709.000 | FICA | 16.58 | |
| | | | 214-000-001.000 | CASH-CHECKING | | 64.59 |
| | | | 214-701-704.000 | WAGES PART TIME | 60.00 | |
| | | | 214-701-709.000 | FICA | 4.59 | |
| | | | | | <u>297.92</u> | <u>297.92</u> |
| 08/31/2023 | PR | OCKERT-FOUILLISSE , SHERRI | 101-000-001.000 | CASH-CHECKING | | 190.96 |
| JE: 1099 POSTED (ID: 8790) | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 9.21 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 33.16 |
| | | | 101-101-703.000 | SALARIES | 216.75 | |
| | | | 101-101-709.000 | FICA | 16.58 | |
| | | | | | <u>233.33</u> | <u>233.33</u> |
| 08/31/2023 | PR | THOMAS , NELLIE M | 101-000-001.000 | CASH-CHECKING | | 2.55 |
| JE: 1100 POSTED (ID: 8790) | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | 11.73 | 9.18 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 64.59 |
| | | | 214-000-001.000 | CASH-CHECKING | | |
| | | | 214-701-704.000 | WAGES PART TIME | 60.00 | |

For Payroll ID: 72 Check Date: 08/31/2023 Pay Period End Date: 08/31/2023

| Post Date | Journal | Description | GL Number | GL Description | DR Amount | CR Amount |
|----------------------------|---------|----------------------|-----------------|-------------------------------------|-----------|-----------|
| 08/31/2023 | PR | TURMEL, LAURA L. | 214-701-709.000 | FICA | 4.59 | |
| JE: 1101 POSTED (ID: 8790) | | | | 1000862 Payroll ID: 72 | 76.32 | 76.32 |
| | | | 101-000-001.000 | CASH-CHECKING | 31.28 | |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 6.80 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 24.48 |
| | | | 214-000-001.000 | CASH-CHECKING | | 172.24 |
| | | | 214-701-704.000 | WAGES PART TIME | 80.00 | |
| | | | 214-701-704.001 | WAGES - PC RECORDING SECRETARY | 80.00 | |
| | | | 214-701-709.000 | FICA | 12.24 | |
| 08/31/2023 | PR | WELLER, JAMES C | | 1000863 Payroll ID: 72 | 203.52 | 203.52 |
| JE: 1102 POSTED (ID: 8790) | | | | | | |
| | | | 101-000-001.000 | CASH-CHECKING | 93.76 | |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 34.43 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 123.92 |
| | | | 101-101-704.000 | WAGES PART TIME | 60.00 | |
| | | | 101-101-709.000 | FICA | 4.59 | |
| | | | 214-000-001.000 | CASH-CHECKING | | 807.37 |
| | | | 214-701-702.000 | WAGES FULL TIME | 750.00 | |
| | | | 214-701-709.000 | FICA | 57.37 | |
| 08/31/2023 | PR | WIRTH, ROSE A. | | 1000864 Payroll ID: 72 | 965.72 | 965.72 |
| JE: 1103 POSTED (ID: 8790) | | | | | | |
| | | | 101-000-001.000 | CASH-CHECKING | | 1,538.49 |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 87.55 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 591.55 |
| | | | 101-215-703.000 | SALARIES - CLERK | 2,000.00 | |
| | | | 101-215-709.000 | FICA | 157.59 | |
| | | | 101-215-910.000 | PROFESSIONAL DEVELOPMENT - EDUCATIO | 60.00 | |
| 08/31/2023 | PR | ZIELINSKI, THERESE L | | 1000865 Payroll ID: 72 | 2,217.59 | 2,217.59 |
| JE: 1104 POSTED (ID: 8790) | | | | | | |
| | | | 101-000-001.000 | CASH-CHECKING | | 1,553.23 |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 80.96 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 416.54 |
| | | | 101-253-703.000 | SALARIES - TREASURER | 1,905.00 | |
| | | | 101-253-709.000 | FICA | 145.73 | |

For Payroll ID: 72 Check Date: 08/31/2023 Pay Period End Date: 08/31/2023

| Post Date | Journal | Description | GL Number | GL Description | DR Amount | CR Amount |
|----------------------|---------|-------------|-----------------|-------------------------------------|-----------------|-----------------|
| Grand Totals: | | | | | | |
| | | | 101-000-001.000 | CASH-CHECKING | 2,050.73 | 2,050.73 |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 5,958.92 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 254.37 |
| | | | 101-101-703.000 | SALARIES | 433.50 | 1,740.87 |
| | | | 101-101-704.000 | WAGES PART TIME | 180.00 | |
| | | | 101-101-709.000 | FICA | 46.93 | |
| | | | 101-171-703.000 | SALARIES - SUPERVISOR | 1,905.00 | |
| | | | 101-171-709.000 | FICA | 145.73 | |
| | | | 101-215-703.000 | SALARIES - CLERK | 2,000.00 | |
| | | | 101-215-704.000 | WAGES PART TIME | 138.75 | |
| | | | 101-215-709.000 | FICA | 168.20 | |
| | | | 101-215-910.000 | PROFESSIONAL DEVELOPMENT - EDUCATIO | 60.00 | |
| | | | 101-253-703.000 | SALARIES - TREASURER | 1,905.00 | |
| | | | 101-253-709.000 | FICA | 145.73 | |
| | | | 101-257-703.000 | WAGES - ASSESSOR | 416.67 | |
| | | | 101-257-709.000 | FICA | 31.88 | |
| | | | 101-265-703.000 | SALARIES | 100.00 | |
| | | | 101-265-709.000 | FICA | 7.65 | |
| | | | 101-268-703.000 | SALARIES | 250.00 | |
| | | | 101-268-709.000 | FICA | 19.12 | |
| | | | 214-000-001.000 | CASH-CHECKING | | 1,237.97 |
| | | | 214-701-702.000 | WAGES FULL TIME | 750.00 | |
| | | | 214-701-704.000 | WAGES PART TIME | 320.00 | |
| | | | 214-701-704.001 | WAGES - PC RECORDING SECRETARY | 80.00 | |
| | | | 214-701-709.000 | FICA | 87.97 | |
| | | | | | 9,192.13 | 9,192.13 |

For Payroll ID: 73 Check Date: 08/31/2023 Pay Period End Date: 08/31/2023

| Post Date | Journal | Description | GL Number | GL Description | DR Amount | CR Amount |
|----------------------------|---------|---------------------|-----------------|---------------------------|---------------|---------------|
| 08/31/2023 | PR | BEECHRAFT , CINDY | Check: | 1000866 Payroll ID: 73 | | |
| JE: 1105 POSTED (ID: 8791) | | | 101-000-001.000 | CASH-CHECKING | 59.66 | |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 10.80 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 48.86 |
| | | | 206-000-001.000 | CASH-CHECKING | | 273.43 |
| | | | 206-336-704.000 | WAGES PART TIME | 254.00 | |
| | | | 206-336-709.000 | FICA | 19.43 | |
| | | | | | <u>333.09</u> | <u>333.09</u> |
| 08/31/2023 | PR | CLUTE, EMILY K | Check: | 1000867 Payroll ID: 73 | | |
| JE: 1106 POSTED (ID: 8791) | | | 101-000-001.000 | CASH-CHECKING | 19.55 | |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 4.25 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 15.30 |
| | | | 206-000-001.000 | CASH-CHECKING | | 107.65 |
| | | | 206-336-704.000 | WAGES PART TIME | 100.00 | |
| | | | 206-336-709.000 | FICA | 7.65 | |
| | | | | | <u>127.20</u> | <u>127.20</u> |
| 08/31/2023 | PR | HADFIELD , KAYLA J | Check: | 1000868 Payroll ID: 73 | | |
| JE: 1107 POSTED (ID: 8791) | | | 101-000-001.000 | CASH-CHECKING | 3.36 | |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 3.36 |
| | | | 206-000-001.000 | CASH-CHECKING | | 23.68 |
| | | | 206-336-704.000 | WAGES PART TIME | 22.00 | |
| | | | 206-336-709.000 | FICA | 1.68 | |
| | | | | | <u>27.04</u> | <u>27.04</u> |
| 08/31/2023 | PR | JOHNSON , ALEX CARL | Check: | 1000869 Payroll ID: 73 | | |
| JE: 1108 POSTED (ID: 8791) | | | 101-000-001.000 | CASH-CHECKING | 146.56 | |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 27.37 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 119.19 |
| | | | 206-000-001.000 | CASH-CHECKING | | 693.27 |
| | | | 206-336-704.000 | WAGES PART TIME | 644.00 | |
| | | | 206-336-709.000 | FICA | 49.27 | |
| | | | | | <u>839.83</u> | <u>839.83</u> |
| 08/31/2023 | PR | MACHLEIT , RONALD L | Check: | 1000870 Payroll ID: 73 | | |
| JE: 1109 POSTED (ID: 8791) | | | 101-000-001.000 | CASH-CHECKING | 13.16 | |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 13.16 |
| | | | 206-000-001.000 | CASH-CHECKING | | 92.58 |

For Payroll ID: 73 Check Date: 08/31/2023 Pay Period End Date: 08/31/2023

| Post Date | Journal | Description | GL Number | GL Description | DR Amount | CR Amount |
|----------------------------|---------|---------------------|-----------------|---------------------------------|-----------|-----------|
| 08/31/2023 | PR | ORTH , MARC JOSEPH | 206-336-704.000 | WAGES PART TIME | 86.00 | |
| | | | 206-336-709.000 | FICA | 6.58 | |
| JE: 1110 POSTED (ID: 8791) | | | | | 105.74 | 105.74 |
| 08/31/2023 | PR | ORTH , MARC JOSEPH | 101-000-001.000 | CASH-CHECKING | 102.20 | |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 102.20 |
| | | | 206-000-001.000 | CASH-CHECKING | | 719.10 |
| | | | 206-336-704.000 | WAGES PART TIME | 668.00 | |
| | | | 206-336-709.000 | FICA | 51.10 | |
| JE: 1111 POSTED (ID: 8791) | | | | | 821.30 | 821.30 |
| 08/31/2023 | PR | PFOST , DAYTON D | 101-000-001.000 | CASH-CHECKING | 775.34 | |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 113.99 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 661.35 |
| | | | 206-000-001.000 | CASH-CHECKING | | 2,887.17 |
| | | | 206-336-703.000 | SALARIES - FIRE CHIEF | 1,500.00 | |
| | | | 206-336-704.000 | WAGES PART TIME | 1,182.00 | |
| | | | 206-336-709.000 | FICA | 205.17 | |
| JE: 1112 POSTED (ID: 8791) | | | | | 3,662.51 | 3,662.51 |
| 08/31/2023 | PR | SKUSA , JENICE LYNN | 101-000-001.000 | CASH-CHECKING | 66.40 | |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 5.00 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 61.40 |
| | | | 206-000-001.000 | CASH-CHECKING | | 361.70 |
| | | | 206-336-704.000 | WAGES PART TIME | 336.00 | |
| | | | 206-336-709.000 | FICA | 25.70 | |
| JE: 1113 POSTED (ID: 8791) | | | | | 428.10 | 428.10 |
| 08/31/2023 | PR | SMITH, DEREK J | 101-000-001.000 | CASH-CHECKING | 155.91 | |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 37.37 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 118.54 |
| | | | 206-000-001.000 | CASH-CHECKING | | 693.27 |
| | | | 206-336-703.001 | SALARIES - ASSISTANT FIRE CHIEF | 600.00 | |
| | | | 206-336-704.000 | WAGES PART TIME | 44.00 | |
| | | | 206-336-709.000 | FICA | 49.27 | |

For Payroll ID: 73 Check Date: 08/31/2023 Pay Period End Date: 08/31/2023

| Post Date | Journal | Description | GL Number | GL Description | DR Amount | CR Amount |
|----------------------------|---------|------------------|-----------------|---------------------------|-----------|-----------|
| 08/31/2023 | PR | WADDELL, AIDEN R | 1000875 | Payroll ID: 73 | 849.18 | 849.18 |
| JE: 1114 POSTED (ID: 8791) | | | 101-000-001.000 | CASH-CHECKING | | |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | 30.60 | 30.60 |
| | | | 206-000-001.000 | CASH-CHECKING | | 215.30 |
| | | | 206-336-704.000 | WAGES PART TIME | 200.00 | |
| | | | 206-336-709.000 | FICA | 15.30 | |
| | | | | | 245.90 | 245.90 |
| 08/31/2023 | PR | WERLY, ALEX LEE | 1000876 | Payroll ID: 73 | | |
| JE: 1115 POSTED (ID: 8791) | | | 101-000-001.000 | CASH-CHECKING | 4.30 | 0.94 |
| | | | 101-000-228.000 | DUE TO STATE OF MICHIGAN | | 3.36 |
| | | | 101-000-229.000 | DUE TO FEDERAL GOVERNMENT | | 23.68 |
| | | | 206-000-001.000 | CASH-CHECKING | | |
| | | | 206-336-704.000 | WAGES PART TIME | 22.00 | |
| | | | 206-336-709.000 | FICA | 1.68 | |
| | | | | | 27.98 | 27.98 |
| Grand Totals: | | | | | | |
| | | | | | 1,377.04 | 199.72 |
| | | | | | | 1,177.32 |
| | | | | | | 6,090.83 |
| | | | | | 1,500.00 | |
| | | | | | 600.00 | |
| | | | | | 3,558.00 | |
| | | | | | 432.83 | |
| | | | | | 7,467.87 | 7,467.87 |

Inland Township
 Budget Adjustments - August 2023

| Account Nbr | Account Title | Y-T-D | Budget | Difference | Increase | Decrease | Amended Budget |
|---------------------------------|----------------------------|-----------|-------------------|------------|----------|------------|----------------|
| | | | 08.31.2023 | | | | |
| 101-101-801.001 | Profession contracted serv | 12,836.75 | 10,000.00 | 2,836.75 | 3,000.00 | | 13,000.00 |
| 101-101-800.000 | other services | | 12,000.00 | | | (3,000.00) | 9,000.00 |
| Total Budget Adjustments | | | | | | 3,000.00 | (3,000.00) |

Zoning Administrator Report

July 2023

To: Board of Trustees

From: Jim Weller- Zoning Administrator

Land Use Permits for Inland Township

| | | |
|--------------------------------|-----------|---------|
| Single Family Dwelling (SFD) | 1/ month | 14/ ytd |
| SFD Addition | 0/ month | 2/ ytd |
| Accessory Building | 5/ month | 12/ ytd |
| Deck/Porch | 0/ month | 1/ ytd |
| New Commercial Structure | 0/ month | 1/ ytd |
| Commercial Addition/Alteration | 0/ month | 3/ ytd |
| Sign | 0/ month | 1/ ytd |
| Solar Array | 01/ month | 2/ ytd |
| Special Land Use Permit | 0/ month | 3/ ytd |

| | | |
|----------------|----------|--------|
| Land Divisions | 0/ month | 3/ ytd |
|----------------|----------|--------|

Land Combination

Joint Planning Commission

| | | | |
|-----------------|-------------------------|---------|-------|
| Past Meetings | 0/ month | 0/ytd | |
| Future Meetings | August 21 st | 1/month | 1/ytd |

Inland Township Planning Commission

| | | |
|------------------|---------|-------|
| Past meetings: | 1 July | 6/ytd |
| Special meetings | 1 march | 1/ytd |

| | | |
|------------------|---------------|-------------------------------------|
| Future Meetings: | Joint meeting | August 21 st , @ 6:00 PM |
|------------------|---------------|-------------------------------------|



MAINTENANCE AGREEMENT

| | |
|--|--|
| BILL TO #: _____ Name: Inland Township Clerk Address: 19668 Honor Highway City: Interlochen : MI Zip: 49643 Phone #: (231) 275-6568 | EQUIPMENT LOCATION #: _____ Address: 19668 Honor Highway Room # or Dept: City: Interlochen State: MI Zip: 49643 Phone #: (231) 275-6568 |
|--|--|

Key Operator: Rose Wirth E-mail: clerk@inlandtownship.org Phone #: (231) 275-6568

Contract #: _____ Agreement Starting Date: _____

| | | | | |
|-------------------|---------------|--|--|--|
| Model Number | XM3150 | | | |
| Serial # | 701643HH02TV5 | | | |
| Tag # | 7982 | | | |
| Start Count BLACK | | | | |
| Start Count COLOR | | | | |
| TOTAL Meter | | | | |

Kraft Business Systems, Inc hereinafter referred to as "Company", covers the above equipment under the terms and conditions of this agreement.

| | | |
|--|-------------------------------------|---|
| TYPE OF COVERAGE PLEASE CHOOSE ONE | <input checked="" type="checkbox"/> | TOTAL CARE MAINTENANCE AGREEMENT INCLUDING DRUM AND TONER: THE COMPANY WILL PROVIDE ALL NECESSARY PARTS, SERVICE AND OPERATING SUPPLIES SUCH AS ROLLERS, DRUMS, AND TONER WITH THE EXCEPTION OF PAPER, TRANSPARENCIES, STAPLES, ETC. |
| | <input type="checkbox"/> | FULL MAINTENANCE COVERAGE INCLUDING DRUM; EXCLUDES ALL SUPPLY ITEMS. THE COMPANY WILL PROVIDE ALL NECESSARY PARTS, ROLLERS, SERVICE, AND DRUMS. DOES NOT INCLUDE TONER, PAPER, STAPLES, or OTHER SUPPLY ITEMS. |

| | |
|--------------|---|
| Service Plan | MONTHLY PLAN: CUSTOMER AGREES TO PAY MONTHLY IN ADVANCE \$ <u>0.00</u> PER MONTH FOR A PERIOD OF ONE YEAR WHICH COVERS <u>0</u> B/W COPIES AND <u>0</u> COLOR COPIES PER MONTH. ADDITIONAL COPIES TO BE INVOICED MONTHLY AT \$ <u>.015</u> PER B/W COPY AND \$ <u>0</u> PER COLOR COPY. (plus, applicable sales tax) |
|--------------|---|

The Customer agrees to allow devices to be configured to submit meter readings and/or the installation of automated meter collection software by the Company to facilitate meter readings as required by this Agreement. Should the company not be able to collect applicable meter readings for any reason, the Customer agrees to provide such readings on a manual basis each month as required by this agreement. Should meter readings not be obtained from the customer within 5 days of the contract billing cycle, the Company will estimate meters for contract billing purposes. Estimated meter disputes that result in a contract billing adjustment will be subject to an administrative processing charge. Situations requiring the Company to visit the Customers location to obtain meter readings are subject to an hourly fee, which will also include round trip travel time and cost from the Company to the Customers location.

| | | |
|------------------------------------|-------------------------------------|---|
| Method of meter reading collection | <input checked="" type="checkbox"/> | Automated Collection: Customer agrees to allow Kraft to configure devices to automatically submit meter readings. (This may require the installation of additional software at no additional charge). Contact name: Rose Wirth Phone: (231) 275-6568 E-mail: clerk@inlandtownship.org |
| | <input type="checkbox"/> | E-mail: Customer will receive E-mail alerts where they can enter meters through attached links. Contact name: _____ Phone: _____ E-mail: _____ |
| Special Instructions | | |

By signing this document, you agree to the Maintenance Agreement Terms & Conditions.

KRAFT SIGNATURE: _____

DATE: _____

CUSTOMER SIGNATURE: _____

DATE: _____

FIBER DISTRIBUTION EASEMENT (Right of Way)

For and in consideration of the sum of actual consideration, which is less than \$100.00, exempt under MCL 207.526(a) and MCL 207.505(a), receipt of which is hereby acknowledged,

Grantor:
Inland Township

19668 Honor Hwy
Interlochen, MI 49643

("Grantor") hereby grants, conveys and warrants to Cherry Capital Connection, LLC, a Michigan Limited Liability Corporation ("Grantee"), with its principal office at 97 Lake Street, Elk Rapids, MI. 49629, its successors and assigns, a permanent, non-exclusive easement ("Right of Way") to construct, test, reconstruct, renew, operate, modify, maintain, inspect, alter, repair, add to, and remove a telecommunication line or telecommunication lines for the transportation of telecommunication services which can be transported through a telecommunication line or telecommunication lines, and such conduits, pipes, fiber optic cable, vaults, pedestals, cabinets, shed, accessories and other equipment and appurtenances as may be necessary or convenient for its operations, over and through the following described real estate, the route thereof to be selected by Grantee, upon the following real estate in the Township of Nester, Roscommon County, State of Michigan, to wit:

REAL ESTATE DESCRIPTION: ("Right of Way Area") **Parcel id:** 08-011-016-00 , **Legal description:** COM SE COR SEC; TH N 01°02'37" E 2018.87 FT TO POB; TH N 87°46'08" W 1327.18 FT; TH N 01°00'51" E 656.5 FT; TH S 87°46'08" E 1327.51 FT; TH S 01°02'37" W 656.49 FT TO POB
SEC 11 T26N R13W 20 A M/L
P.A. 2436 LAKE ANN ROAD (TEMP)
SPLIT TO 08-011-016-10, 016-20, 016-30 & 016-40 FOR 2022 LDA 03/21
[[4/93 270/135 IND PRSNL REP; 12/01 408/829-843 QC; 03/08 2008R-01439 WD; 3/21 2021R-01811 WD, 4/21 2021R-01813 WD; 2/21 2021S-00020 SRVY; 5/21 2021R-02593 WD; 5/21 2021R-02674 WD; 6/21 2021R-03327 WD; 6/21 2021R-04062 WD;

EASEMENT DESCRIPTION: A 15-foot-wide easement centered on the telecommunications line as constructed on the above described property. Including an area sufficient in support of shed, standby generator, and fuel sources outlined in Appendix A. Together with the right of ingress and egress at convenient points near entrance gate for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted TO HAVE AND TO HOLD the same unto said Grantee, its successors, and assigns, until said easement be exercised, and so long as any telecommunication line or telecommunication lines or facility installed hereunder is used or remains within the easement.

THE PARTIES FURTHER AGREE THAT:

No buildings or other structures shall be erected or placed, no trees shall be planted, create any road, excavation, obstruction, or change land grade on or in the above described easement without the written consent of the Grantee. Additional workspace, contiguous to the easement may be used temporarily during construction, maintenance or removal of the telecommunication line or telecommunication lines installed hereunder. Additional restrictions outlined in Appendix A and Appendix A continued.

Grantee shall replace in good workmanlike manner all tile cut in the construction of the telecommunication line or telecommunication lines.

Grantee shall not interfere with the use of said premises by Grantor for normal residential, commercial and/or church purposes except in the exercise of the work permitted hereunder. Grantee shall bury said telecommunication line or telecommunication lines on all roadways at a minimum depth of 30 inches and for the routes from the roadway to the service location at a minimum depth of 18 inches.

Grantee has the right of access to and from the Right of Way area, anywhere, at any time, provided advance notice shall be furnished to Grantor, when possible and Grantee shall endeavor to reasonably minimize disruption in such regards, when possible.

Grantee shall pay reasonable damages to improvements occasioned by said installation or by any of its subsequent operations under this easement or shall replace the damaged area to its original condition as reasonably practical.

The rights herein granted may be assigned in whole or in part. All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

It is understood that the person securing this easement is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Grantor shall indemnify, defend and hold harmless Grantee, its agents and employees, from and against any and all liabilities; obligations; damages; penalties; claims; costs; damages or injuries to the personnel, equipment or facilities of Grantee or its employees, agents, contractors or subcontractors within the Right of Way Area; charges; losses and expenses (including, without limitation, fees and actual expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against Grantee, its agents or employees by reason of the negligent actions or omissions or willful misconduct of Grantor or its agents, employees, contractors, or subcontractors in connection with Grantor's activities in the Right of Way Area.

Grantee shall likewise indemnify, defend and hold harmless Grantor and its licensees and invitees from and against all liabilities, obligations, claims, costs or damages to their person or property, by reason of the negligent actions or omissions or willful misconduct of Grantee or its agents, contractors or subcontractors.

This agreement shall be governed by the laws of the State of Michigan.

Executed this _____ day of _____, 2022.
Inland Township

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN

County of _____ day of _____, 2023, by

The foregoing instrument was acknowledged before me this ____
Nester Township the property owner(s).

Notary Public _____

County, Michigan Acting in _____

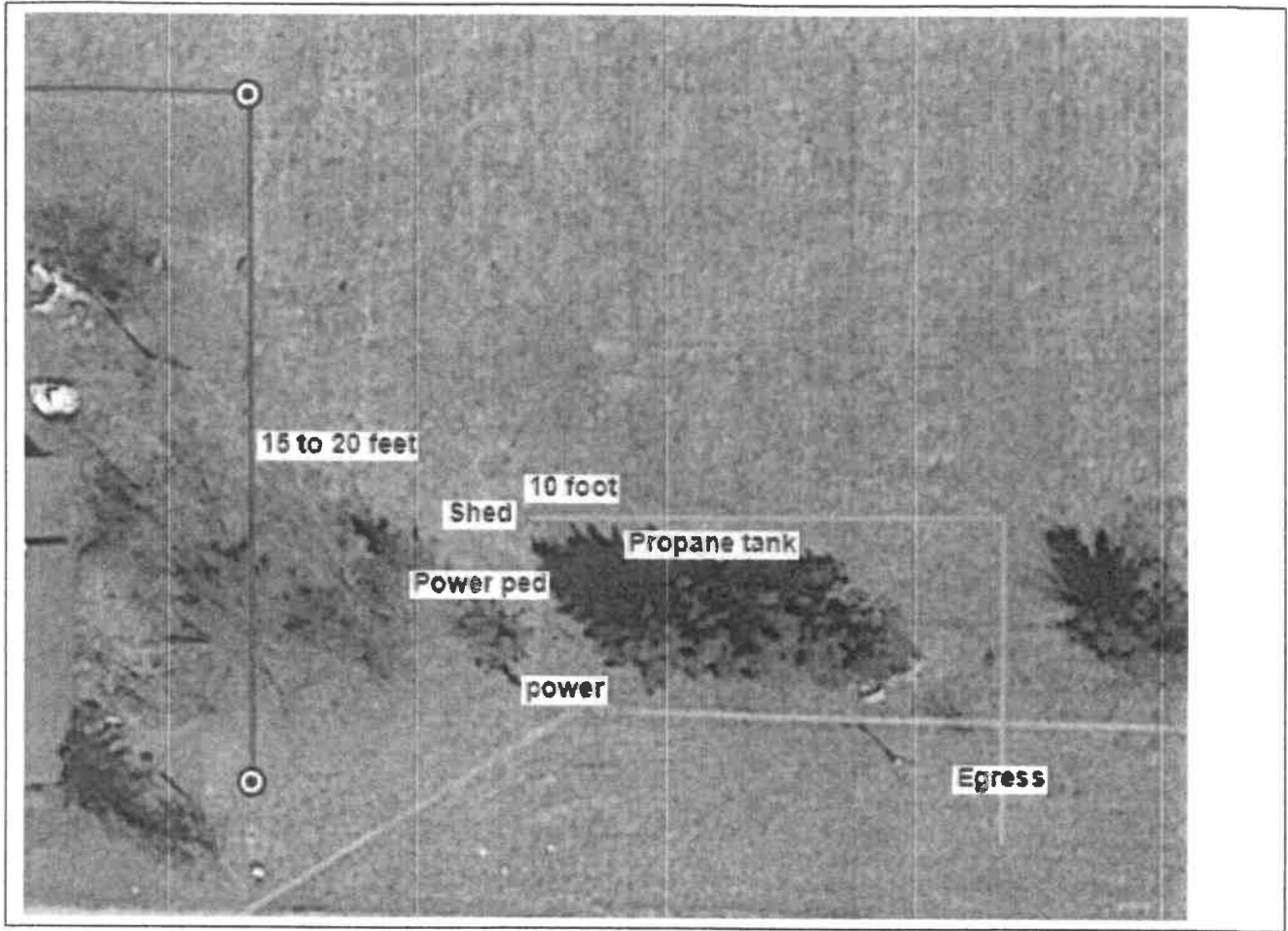
County, Michigan

My Commission Expires: _____

Return to: Cherry Capital Connection, LLC
P.O. Box 866
Elk Rapids, MI 49629

Direct questions to: easement@cccfiber.com

Appendix A continue



Leave first 2 inches blank in support of filling with County.

Easement and Cabinet Space Lease cover page

Lessor

Inland Township

19668 Honor Hwy
Interlochen, MI 49643

Lessee

Cherry Capital Connection, LLC
P.O.Box 866
Elk Rapids MI. 49629

Version: 1.0

Legal description: COM SE COR SEC; TH N 01°02'37" E 2018.87 FT TO POB; TH N 87°46'08" W 1327.18 FT;
TH N 01°00'51" E 656.5 FT; TH S 87°46'08" E 1327.51 FT; TH S 01°02'37" W 656.49 FT TO POB

SEC 11 T26N R13W 20 A M/L

P.A. 2436 LAKE ANN ROAD (TEMP)

SPLIT TO 08-011-016-10, 016-20, 016-30 & 016-40 FOR 2022 LDA 03/21

[[4/93 270/135 IND PRSNL REP; 12/01 408/829-843 QC; 03/08 2008R-01439 WD; 3/21 2021R-01811 WD,
4/21 2021R-01813 WD; 2/21 2021S-00020 SRVY; 5/21 2021R-02593 WD; 5/21 2021R-02674 WD; 6/21
2021R-03327 WD; 6/21 2021R-04062 WD;

Cabinet and Equipment Space Lease

THIS EASEMENT and CABINET SPACE LEASE ("Lease") is executed this day of August _____, 2023, by and between, Inland Township 19668 Honor Hwy Interlochen, MI 49643 ("Lessor" or "Party") and Cherry Capital Connection, LLC, a Michigan Corporation ("Lessee" or "Party") whose mailing address is P.O. Box 866 Elk Rapids, MI 49629.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Property:** Lessor hereby leases to Lessee property on which to locate, operate, repair, and maintain the following telecommunications facilities, specifically, a structure capable of supporting telecommunication equipment. The space required for the structure is approximately 20 feet by 30 feet. The space required for fiber inventory is 1 acre. The property will be collectively referred to as the "Property." The personal property described above will be collectively referred to as the "Facilities." Exhibit A more specifically describes the locations of the Property on Lessor's premises. Exhibit "B" more specifically describes the Facilities.

2. **Easement Rights of Parties to use the Property.** In addition, Lessor grants Lessee the following easements:
 - (i) An easement of ingress, egress to maintain, repair or improve its facilities located on the Property, as more specifically described on Exhibit A and Exhibit B
 - (ii) A utility easement from the power pedestal or power source to the equipment cabinet or shed, as more specifically describe on Exhibit A and Exhibit B and
 - (iii) An easement for the fiber path to the cabinet or equipment shed, as more specifically described on Exhibit A and Exhibit B.

The easements described above will be collectively referred to as the "Easements."

Lessor may not enter the area described in Section 1 unless directed by Lessee in writing and the activities are limited assisting Lessee in maintaining or operating the telecommunication facilities. Lessor may have use of the land described in Section1, but only to the extent such use does not interfere with Lessee's operations or other rights under this Lease.

Lessee shall have access to property 365 days per year 7 days per week 24 hours per day to enable Lessee or its service contractors to maintain service levels or for any other appropriate purpose. Lessor agrees to make a good faith effort to report to Lessee any activities associated with, the Facilities, or the Easements that may cause harm to the Lessee or its operations.

Exhibit "B" lists personal property Lessee will operate on the Property, including, transmission line and height specifications. Lessee shall have the exclusive right to maintain the Facilities. Lessor shall not use or allow use of any portion of the Property or of the Lessor's premises that will or may cause interference with the Lessee's rights under this Lease or its operations.

To the extent it is reasonable to do so, Lessee shall provide Lessor with advance notification prior to entry onto the leased premises.

Cabinet and Equipment Space Lease

Nothing in this Lease shall be construed to prohibit Lessor from erecting, constructing, or operating any equipment on the Property in addition to the Lessee Facilities listed on Exhibit B, provided that such additional equipment is in support of the telecommunications facilities.

3. **Initial Term:** The term of the lease will be for twenty (20) years starting Sept ____, 2023 ("Commencement Date").
4. **Renewal Terms:** The Lease shall automatically renew for successive twenty (20) year renewal terms unless One Hundred Eighty (180) days before the expiration of the Initial Term or a Renewal Term the Lessee gives the other Lessor notice of non-renewal.
5. **Consideration:** As consideration, Lessee will provide services as outlined in Exhibit C.
6. **Utilities:** Lessee will contract with an electric utility and purchase power from the electric utility. In such case, Lessee or their contractors will be responsible for trenching between the power source and the equipment cabinet or equipment shed.
7. **Taxes:** Any taxes including, but not limited to, real estate and property taxes assessed on the Property shall be paid by the Lessor except that Lessee shall pay any taxes levied on Lessee's personal property located Lessee's premises and upon any improvements to Lessee's Property by Lessee which result in additional property tax. Lessee's Equipment shall remain Lessee's personal property even though it may be attached or affixed to the Property. If Lessor fails to pay when due any taxes affecting the Property or Easement, Lessee shall have the right but not the obligation to pay such taxes and collect the full amount of the taxes paid by Lessee on Lessor's behalf from Lessor, including by offsetting monies due Lessor from Lessee.
8. **Termination:** Upon any cancellation or termination by Lessor or Lessee, Lessee shall remove its equipment and property from the leased premises within a reasonable period, not to exceed three hundred and sixty-five days (365) days after cancellation or termination.

A. Termination for Cause:

(i) **By Lessor:** Lessor may terminate this Lease at any time upon any failure of Lessee to perform any obligation required in this Lease for a period that exceeds ninety (90) days. If Lessee becomes adjudicated as bankrupt or if bankruptcy proceedings are initiated by the Lessee or its creditors without a subsequent dismissal thereof within 90 days, or if there is nonuse or vacation of the premises by Lessee for a period of ninety (90) days without written notice, Lessor may terminate Lessee's rights under this Agreement by giving ninety (90) days written notification by certified U.S. mail, return receipt requested, to Lessee at the address set forth below. If Lessee fails to cure any such default within such period, then the termination shall become effective at the end of said ninety (90) days.

(ii) **By Lessee:** Lessee may terminate this Agreement at any time upon ninety (90) days prior written notice to Lessor if Lessor fails to perform any of its obligations in this Lease, or if Lessee is unable to obtain or maintain any license, permit or other approval for its operations at the site, or if the site becomes undesirable for its operations for technological reasons.

B. Termination Without Cause:

Cabinet and Equipment Space Lease

(i) **By Lessor:** If Lessor enters into a Purchase Agreement for the sale of its premises on which the Property is located and as a condition of said Purchase Agreement is the Termination of this Agreement, Lessor may terminate this lease with ninety (90) days written notice ("Termination Notice Period") to Lessee. If Lessor terminates this Agreement pursuant to the terms of this Paragraph, Lessor shall pay relocation costs not to exceed \$25,000 associated with relocating Lessee's equipment to a new location.

8 **Liability Insurance:** *During the Initial Term and all Renewal Terms, Lessee shall maintain, at Lessee's own expense, Commercial General Liability (Occurrence) policy, which policy must include coverage for premises and operations, products and completed operations, contractual liability, property damage and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of at least \$1,000,000 each occurrence; at least \$1,000,000 for personal injury liability; at least \$2,000,000 aggregate for products/completed operations; at least \$2,000,000 general aggregate. Lessor shall be named as an Additional Insured on Commercial General Liability policy as required by contract. Exhibit D shows proof of such insurance.*

9 **Environmental Compliance:** Lessee will not, and will not knowingly permit a third party, to use, generate, store or dispose on, under, about or within the Property or Lessor's premises any petroleum or any petroleum product, asbestos, any substance known by the state of Michigan to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation in violation of such law or regulation and Lessee shall indemnify and hold Lessor harmless in such regards.

10 **Notices:** Unless provided otherwise elsewhere in this Lease, all notices or demands by or from Lessor to Lessee, or Lessee to Lessor, shall be in writing. Such notices or demands shall be either mailed, faxed, or emailed to the other Party using the contact information indicated below and to any designated Legal counsel of the Party:

Lessor: _____

Name Inland Township
Address 19668 Honor Hwy

City state zip Interlochen, MI 49643

Contact: _____

Legal:

Cabinet and Equipment Space Lease

Lessee:

Cherry Capital Connection, LLC
P.O. Box 866
Elk Rapids, MI 49629

Timothy G Maylone, CEO
231-735-0451 (cell)
231-264-9970 (office)
231-264-9945 (fax)
E-mail: leases@cherrycapitalconnection.com

Legal:

11. **Destruction or Condemnation:** If the Property or Lessor's Premises are, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, the consideration provided under this Lease shall be reduced or abated in proportion to the actual reduction or abatement of Lessee's use of the Property.
12. **Title and Quiet Enjoyment:** Lessor warrants that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property and the Easement free and clear of any liens, encumbrances or mortgages; (iii) the Property is situated on a legal parcel that may be leased without the need for any subdivision or platting approval; (iv) that there are no mortgagees or other parties having an interest in the Property; and (v) Lessor does not require the permission or approval of any other party to execute this Lease which Lessor has not obtained. Lessor further warrants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease and that Lessor shall indemnify Lessee from and against any loss, cost or damage including attorney fees associated with a breach of the foregoing covenant of quiet enjoyment.
13. **Assignment and Incumbrances:** Any sublease, license or assignment of this Lease shall be subject to the provisions of this Lease. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Equipment and may assign this Lease and Equipment to any such mortgages or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Mortgagees"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees, provided the same does not encumber the property rights of Lessor to any extent greater than the terms of this lease. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee. Lessee may assign this Lease without the consent of the Lessor to an affiliate of Lessee or to an entity which acquires Lessee's communications license from the Federal Communications Commission: in all other instances. In addition, Lessee may enter into an agreement with a third party for the purpose of collocation on

Cabinet and Equipment Space Lease

the Lessee's Tower or Equipment, provided any such third party agrees to be bound by the terms of this Lease.

14. **Successors and Assigns:** This Lease shall run with the Property described on Exhibit "A" and shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, personal representatives, and assigns. Either Party shall have the right to record a memorandum of this Lease with the County Register of Deeds.
15. **Indemnity and Limitation of Liability:** Lessee shall indemnify and hold Lessor harmless from all claims (including attorney's fees, costs, and expenses of defending against such claims) arising from accidents, the negligence or willful misconduct of Lessee or Lessee's agents, employees, contractors, guests, invitees, and assigns in or about the Property or the Lessee Facilities. Lessor shall indemnify and hold Lessee harmless from all claims (including attorney's fees, costs, and expenses of defending against such claims) arising from accidents, the negligence or willful misconduct of Lessor or Lessor's agents, employees, contractors, guests, invitees, and assigns in or about the Property. Neither Party shall be liable for any indirect, incidental, special, consequential exemplary or punitive damages (including but not limited to damages for lost profits, lost revenues, or the cost of purchasing replacement services) arising out of the performance of this Lease.
16. **Future Change in Character of Use:** In connection with the Property, Lessor may elect to change the nature of its services in the general area surrounding Lessor's premises and transition from providing fiber optic service to providing some industry acceptable service. In such event, Lessee may remove the shed and place a another similarly sized facilities on the area described in Section 1. In such event, Lessee shall remain obligated to pay to Lessor the consideration set forth in paragraph 5 above.
17. **General Provisions:**
- (a) This Lease constitutes the entire agreement and understanding of Lessor and Lessee, and supersedes all offers, negotiations, and other agreements as it relates to this lease. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.
 - (b) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and to take any further action which Lessee may reasonably require as to affect the intent of this Lease, provided Lessee shall indemnify and hold Lessor harmless from any additional obligations which Lessor may incur in such regards.
 - (c) This Lease shall be construed in accordance with the laws of the State of Michigan.
 - (d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
 - (e) Lessor shall cooperate with Lessee's efforts to evaluate the Property and to comply with governmental regulations affecting the Lessee's use of the Property.
 - (f) Upon termination of this Agreement or any termination of Lessee's rights under this Agreement, within 90 days, Lessee shall remove all its equipment and any property owned by it from the premises of the Lessor and Lessee at its expense shall restore the premises to a condition equal or superior to that which existed prior this Easement and Lease. (i) In the event that it becomes necessary for either party to enforce any provisions of this Lease Agreement by legal action, the non-prevailing party agrees to pay all costs and expenses incurred by the prevailing party, including reasonable attorney fees and related expenses.

Cabinet and Equipment Space Lease

(g) No waiver by the Lessor or failure by it to require strict and punctual performance by the Lessee of any of the terms, conditions, provisions or obligations under this Agreement, or any other forbearance, sufferance, or indulgence, however long continued or under any conditions, shall constitute a waiver by Lessor of the right at any subsequent time to strict, full and punctual performance of the Lessee's obligations hereunder.

(h) Lessee has no right to cause any lien on Lessor's property and may not encumber Lessor's property beyond the existence of this lease. Specifically, any security interest granted by Lessee on any equipment that may be located shall not attach to Lessor's property.

(i) Lessee will comply with all federal, state, and local laws and regulations applicable to its operations related to this Lease.

Cabinet and Equipment Space Lease

IN WITNESS WHEREOF, Lessor and Lessee have executed this Cabinet and Equipment Space Lease of the date and year first above written.

LESSOR:

Witness:

By: _____

Property Owner: Inland Township

STATE OF (Michigan)

) ss.

COUNTY OF (Benzie):

On this ____ day of _____, 202__, before me personally appeared _____, to me known and known to me, who being duly sworn, did depose and say that he is the property owner and Lessor and described in and which executed the foregoing instrument, and that he/she/they signed his name.

_____, Notary Public

_____ County,

Acting in _____ County,

My Commission Expires: _____

Cabinet and Equipment Space Lease

Exhibit A Description of Properties

Legal description:

COM SE COR SEC; TH N 01°02'37" E 2018.87 FT TO POB; TH N 87°46'08" W 1327.18 FT; TH N 01°00'51" E 656.5 FT; TH S 87°46'08" E 1327.51 FT; TH S 01°02'37" W 656.49 FT TO POB

SEC 11 T26N R13W 20 A M/L

P.A. 2436 LAKE ANN ROAD (TEMP)

SPLIT TO 08-011-016-10, 016-20, 016-30 & 016-40 FOR 2022 LDA 03/21

[[4/93 270/135 IND PRSNL REP; 12/01 408/829-843 QC; 03/08 2008R-01439 WD; 3/21 2021R-01811 WD, 4/21 2021R-01813 WD; 2/21 2021S-00020 SRVY; 5/21 2021R-02593 WD; 5/21 2021R-02674 WD; 6/21 2021R-03327 WD; 6/21 2021R-04062 WD;

Other description of location

Approximate Location of cabinet see "approximate site plan"

Approximate Location of power Pedestal along easement and near the shed

Power at Pedestal / source location with battery backup and generator

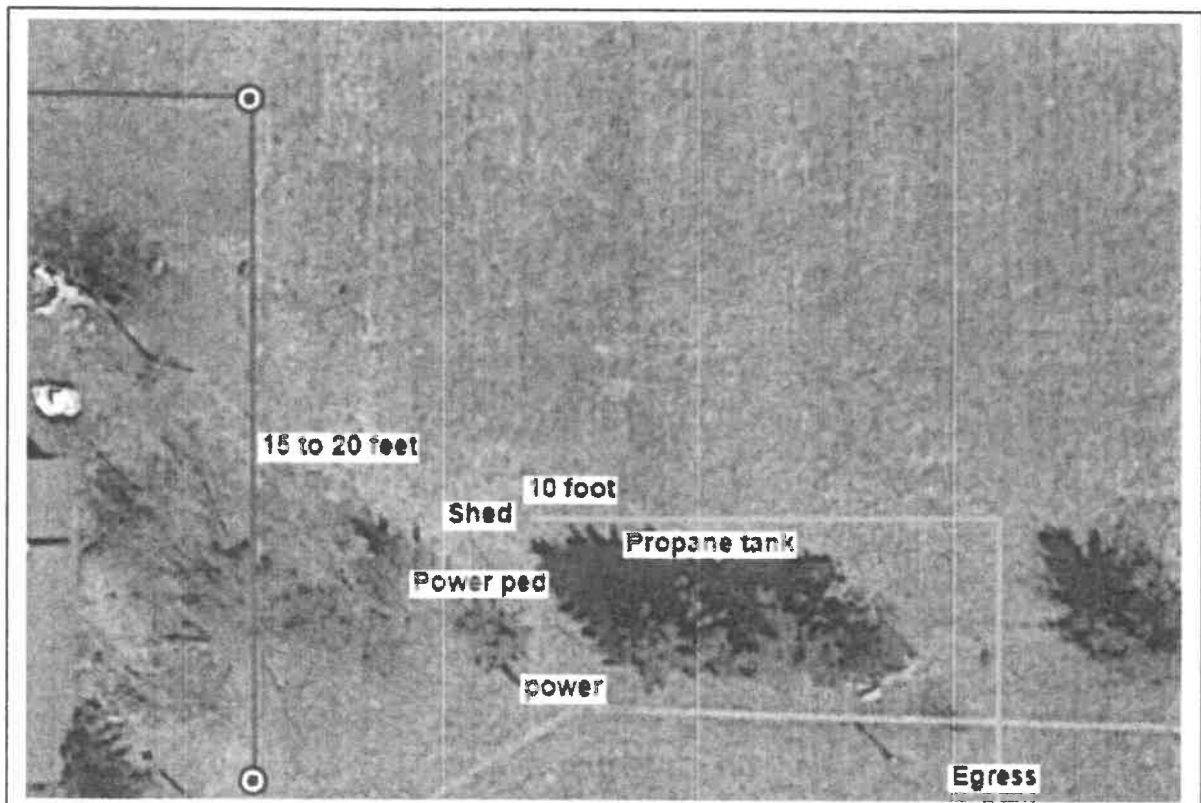
Shed approximately 8 feet by 10 feet x 8 feet tall

The buried conduit run between shed and electrical source.

No towers will be constructed or installed

Use of land for inventory storage is not to exceed 36 months from lease start date.

Approximate site plan



Cabinet and Equipment Space Lease

Exhibit B

**Lessee's Personal
Equipment to be located.**

Property

All equipment required to deliver Cherry Capital Connection telecommunication services via a fiber optics. Equipment consists of but not limited to electronics, cases, cat5, cat6E, coaxial cable, fiber optic cable, conduit, power supplies, cabinet, battery backups, network monitoring equipment, generator, generator fuel source and spare parts in support of the facilities and services provided.

Primary use private point to point communications using fiber to provider specific meet points and customers. This is a fiber telecommunication distribution facility.

Data services (land Lines may be terminated at this point)

Enclosure will not exceed 10 feet by 12 feet at the base and will not be taller than 8 feet. This enclosure will be locked and contact information regarding the facility will be provided at the location.

Possible cabinet or vault near roadway entrance in support of fiber redistribution to be included.

Fuel source and lines will be installed consistent with Michigan codes.

Fiber inventory during construction season.

Cabinet and Equipment Space Lease

Exhibit C

Considerations

1. Monthly Internet access subscription at base published speed (currently 100Mbps symmetrical) at locations:
 - a. Fire Hall and
 - b. Old township hall

2. Installation of Fiber to the building at:
 - a. Fire Hall and
 - b. Old township hall

3. Monthly phone service (replacing current phone service provider (dial tone)) at:
 - a. Fire Hall and
 - b. Old township hall

4. One 1 Gbps capable router will be installed at
 - a. Fire Hall and
 - b. Old township hall

5. If a township facility is constructed on parcel 08-011-016-00 CCC will provide telephone, and internet access.

Equipment installed and provided by Cherry Capital Connection will warranty labor for the term of this lease.

There will be a reasonable deployment period based on required construction effort before service will be provided.

Hut must be placed and fully operations, construction to each site and at each site must be completed before services can be provided. Telephone service may require an additional time required to port the phone number before telephone services can be delivered.

Cabinet and Equipment Space Lease

Exhibit D

(Proof of Insurance shall be provided by Lessee. May be provided after signing of lease.
Copies of updated insurance shall be provided in a timely manner)

RE: Late with agreement - Lease and Easement

tim@cherrycapitalconnection.com <tim@cherrycapitalconnection.com>

Tue 8/22/2023 11:11 AM

To:supervisor inlandtownship.org <supervisor@inlandtownship.org>

Cc:clerk inlandtownship.org <clerk@inlandtownship.org>;tmarantette@cccfiber.com <tmarantette@cccfiber.com>

 4 attachments (14 MB)

Easement to be signed.pdf; Lease to be signed.pdf; IMG_1809.jpg; IMG_1810.jpg;

Please accept my apology for the delay.

Attached are two document. An easement and Lease.

We ask for the townships consideration.

Next steps:

1. CCC applies for an address
2. CCC order and install Hut
3. CCC orders electrical service
 - a. May work with next door property for temp power.
 - b. CCC contractor works with Consumers Energy and permitting
4. Begins to deliver inventory for anticipated construction to start September 2023
5. CCC orders propane service
 - a. Contractor or propane service provider obtains permitting
6. CCC will construct conduit path to road right of way
7. CCC working with middle mile provider will install fiber.

We maintain a 15 foot boundary from property line and row.

Propane must be 10 foot from any structure.

Pedestal is mounted 1 foot from hut

Please let me know if you have any concerns or questions.

Thank you for your consideration.

Tim

From: tim@cherrycapitalconnection.com <tim@cherrycapitalconnection.com>

Sent: Tuesday, August 8, 2023 2:05 PM

To: 'supervisor@inlandtownship.org' <supervisor@inlandtownship.org>

Subject: Late with agreement

I had an unfortunate lower intestine issue this past few days and failed to follow up on the agreement.

I am working on the agreement today and Wednesday (slow recovery).

We would like to start staging inventory this month. So if a special meeting to approve is required let me know if this is possible.

Attached are photos of our hut, with power peds, and propane tank.

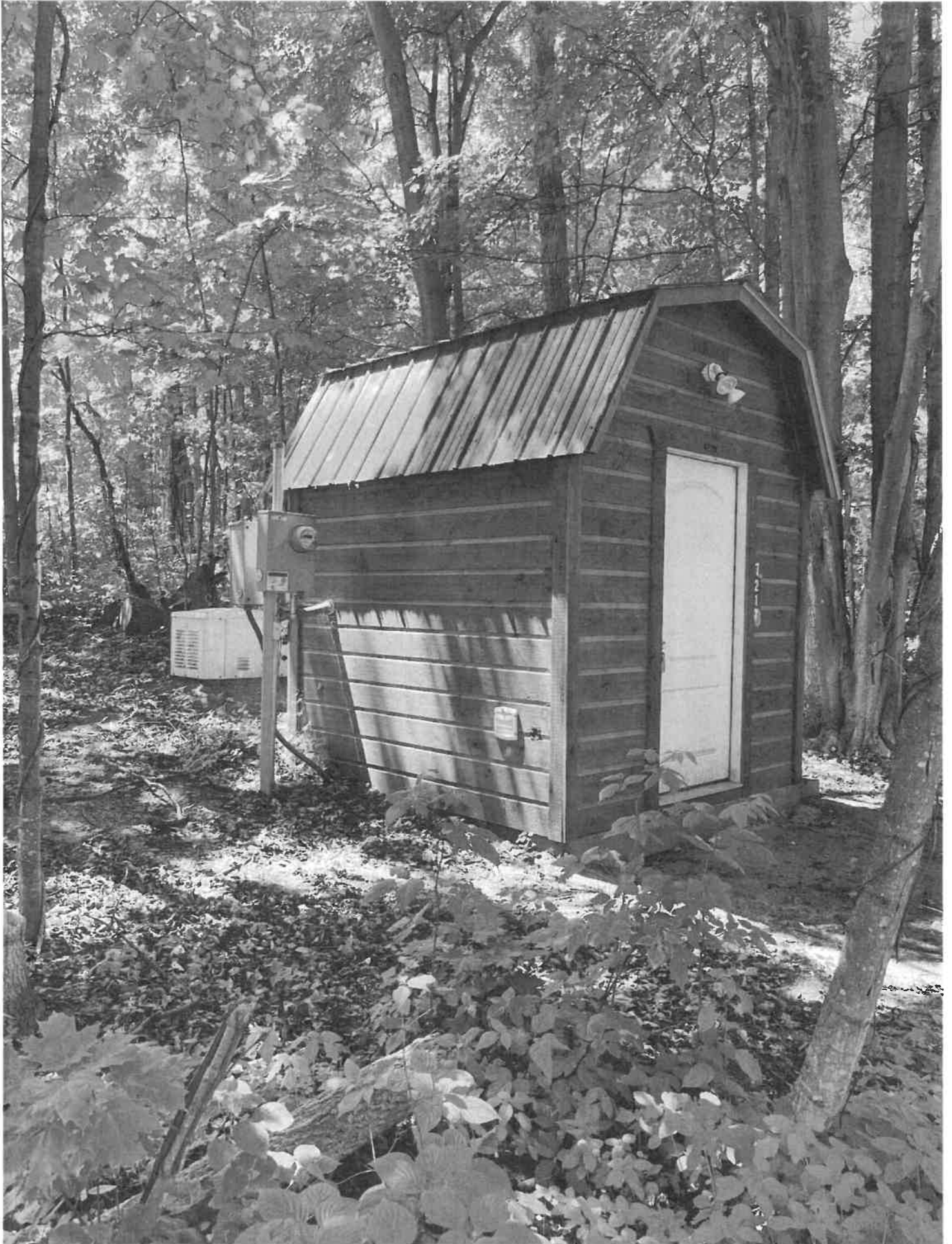
The picture of the bigger tank has a small tower at our office but there will be no tower at inland township. We are 100% fiber.

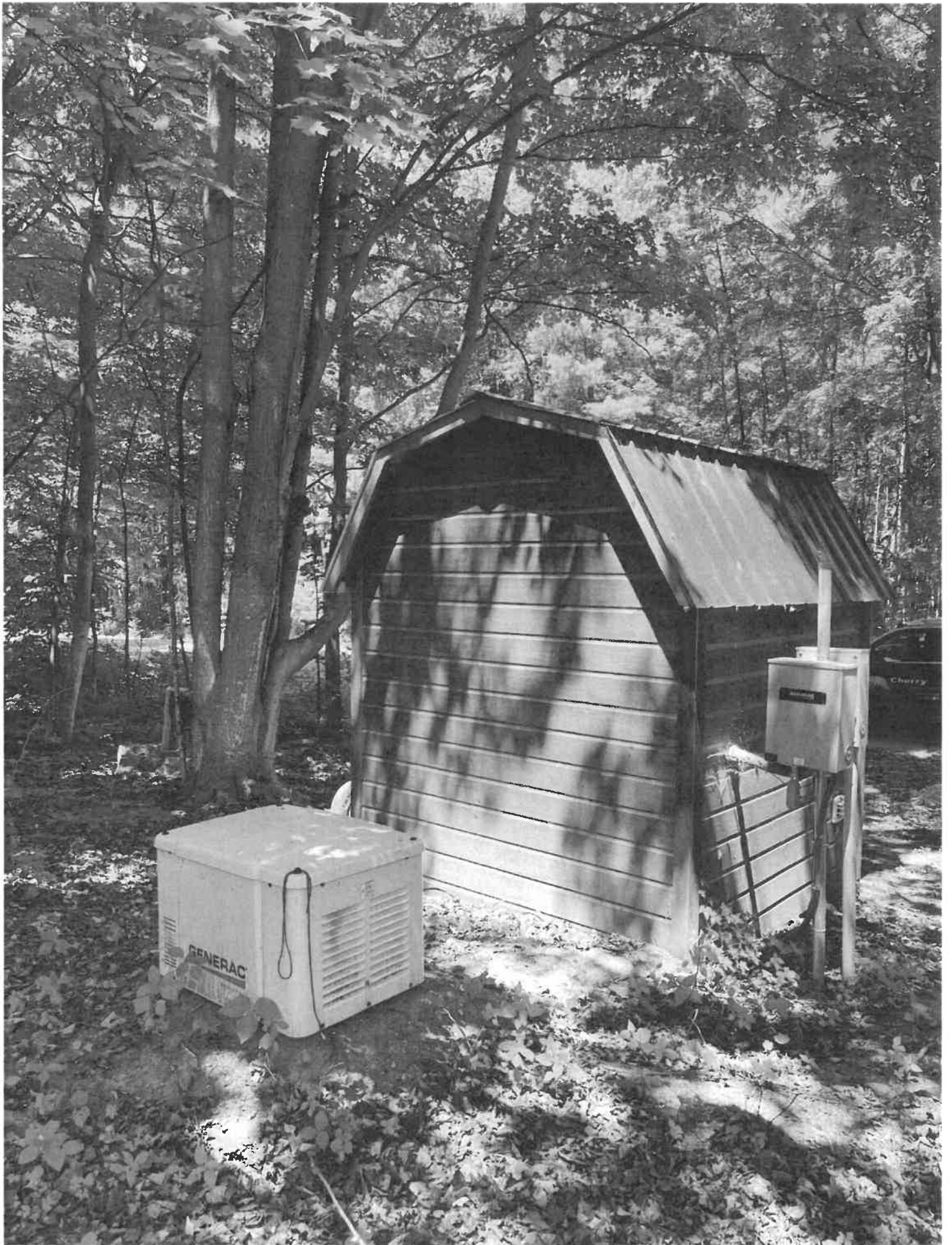
The bigger tank requires 10 feet of separation. And the building is temp so the electric is on a ped.

Kind Regards,

Tim Maylone
CEO and Managing Member, Cherry Capital Connection, LLC
DBA: Cherry Capital Communications
A modern Michigan Telephone Company
<https://cherrycapitalcommunications.com>
231-264-9970 Ext: 1004
231-735-0451 (cell)

Virus-free www.avast.com







SHEREN

PLUMBING | HEATING | ENERGY

3801 Rennie School Road
Traverse City, MI 49685
231-943-7916



Proposal

Customer Information

Customer Inland TWP Fire Dept
Address 19668 Honor Highway
City, State, Zip Interlochen MI, 49643
Phone # 231.499.2022

Service Site

Customer Same
Address
City, State, Zip
Date: 8/18/23

We hereby submit specifications and estimates for the following:

Scope of work to be completed:

Total

Replace Heat Exchanger

\$2,750.00

This Includes:

- Replacing the failed heat exchanger and all necessary components/parts needed to replace the heat exchanger.
- Testing after replacement for proper operation

Notes to Proposal

PRICING VAILD FOR 30 DAYS

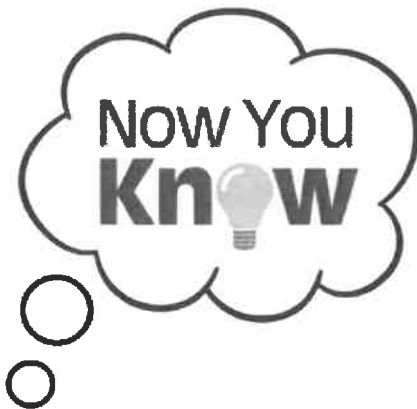
Signature: _____

Date: _____



(<https://michigantownships.org>)

Now You Know



MTA brings you a new live webinar every month!

Make the most of your lunch break with MTA's lunchtime learning series, Now You Know. These live one-hour webinars provide timely updates, insights from our experts and a chance to get your questions answered in real time. You can join live, watch a recording later, or both!

Don't miss our next episode, coming to you live at **noon on Wednesday, Sept. 13:**

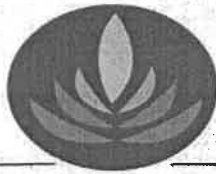
The Art of the Agenda

While having an agenda is not required by law, it's one of the most important tools for creating successful meetings. After all, how can your township hold an effective meeting if nobody knows what's up for discussion until they get there? So, who's responsible for creating the agenda, what goes on it, how do items get added and when should it be distributed? Get these answers and more in just one hour! Join MTA's Member Information Services Director Mike Selden for insights into how you can use your agenda to direct the flow of your meetings.

Register online now!

Can't participate live? Each session is recorded so you can watch at your convenience. You can register here now and we'll send you a link when the recorded version is posted in our [Online Learning Center](#).

up, join us on Oct. 18 for our annual *Elections Update*



EVERGREEN RESORT

Guest Name: **Therese Zielinski**
Michigan Townships Association
2335 Hulbert Road
Interlochen, MI 49643 USA

Room #: **121**
Folio #: **R43AEA**
Group #: **28551**
Guests: **1**
Clerk:

CL #:
CC #: *********

Arrive: **08/01/23** Time: Depart: **08/02/23** Time: **02:39:04** Status: **RESV**

| Date | Description | Reference | Comment | Charges | Credits |
|------------|-------------|-------------|------------------|---------|-----------|
| 08/01/2023 | DEP- VISA | 08018045615 | *****9287 023814 | \$0.00 | (\$98.12) |

Folio Balance: (\$98.12)

Guest Name: **Therese Zielinski**
Michigan Townships Association
2335 Hulbert Road
Interlochen, MI 49643 USA

Room #: **121**
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|------------|-------------|-------------|------------------|---------|-----------|
| 08/01/2023 | DEP- VISA | 08018045615 | *****9287 023814 | \$0.00 | (\$98.12) |

Folio Balance: (\$98.12)

I agree to pay the above credit card amount(s) according to card issuer agreement (Merchant agreement if Credit Voucher)

Signature: _____

7880 Mackinaw Trail
Cadillac, MI 49601
231-775-9947 800-634-7302
Fax: 231-775-9621
info@evergreenresort.com