



300 Walnut Street
Manistique, MI 49854
schoolcraftlakelevels.net

INDIAN LAKE AUTHORITY

AGENDA

June 25, 2025 | 3:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Approval of Previous Meeting Minutes
6. Public Comment
7. Financial Report
8. Approval of Invoices
9. Dam Operator Contract
10. General Board Meeting Discussion
 - a. Member Roles
 - b. Per Diems
 - c. Operation & Maintenance Manual
 - d. Lawn and Snow Removal Services
11. Public Comment
12. Next Meeting
13. Adjournment



300 Walnut Street
Manistique, MI 49854
(906) 586-8012

INDIAN LAKE AUTHORITY
DRAFT MEETING MINUTES

May 19, 2025 | 3:30 PM

1. Call to Order

The meeting was called to order at 3:32 p.m. at the Schoolcraft County Courthouse.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Gilbert Baker.

3. Roll Call

The following Lake Authority members were present:

- Gilbert Baker, Hiawatha Township Representative
- Daniel Hoholik, County Commissioner District 5
- Robin LaCroix, Thomspon Township Representative
- Troy Bassett, County Commissioner District 3

Beth Edwards, County Clerk, was temporarily present.

4. Approval of Agenda

Robin LaCroix made a motion to approve the agenda.

Supported by Dan Hoholik.

Ayes 4 Nays 0

Motion carried.

5. Approval of Previous Meeting Minutes

Troy Bassett made a motion to approve the October 22, 2024 meeting minutes.

Supported by Robin LaCroix.

Ayes 4 Nays 0

Motion carried.

6. Public Comment

There was public comment regarding certain property easements that were inaccessible. Dan Hoholik reported that property easements are a civil matter and not a county matter.

7. Financial Report

Members of the Lake Authority board received copies of the current finances (see attachment).

8. Approval of Invoices

Robin LaCroix made a motion to approve the following invoices:
Supported by Dan Hoholik.

Hyfi – Water Level Sensor Service	\$ 1,495.00
Fahey Schultz Burzych Rodes PLC	\$ 999.00
Spicer Group	\$ 2,071.50
Ayes 4	Nays 0
Motion carried	

9. Dam Operator Contract & Payment

Troy Bassett made a motion to reimburse the general fund in the amount of \$3,000.00 for the contracted services of the dam keeper.

Supported by Gilbert Baker.

Ayes 4 Nays 0

Motion Carried

Rick Olsen was given a copy of the Dam Operator Agreement to review and or sign before the next meeting (see attachment).

10. Letters of Interest

Dan Hoholik made a motion to recommend the following interested persons to the Indian Lake Authority, pending the approval from the County Board of Commissioners.

Supported by Troy Bassett.

- Paul Wood, Hiawatha Township
- Joe Konieczka, Hiawatha Township

Ayes 4 Nays 0

Motion carried

Dan Hoholik reported that there is still one seat open for Thompson Township, which would complete a seven-member Authority.

11. General Board Meeting Discussion

- a. **Member Roles:** Member roles and duties will be tabled until the two new members are approved by the County Board and can participate.
- b. **Dam Inspection 2024:** Indian Lake Authority members received copies of the 2024 Inspection Report for the Carpenter Dam (see attachment).

Dan Hoholik reported that one pending item in the report is updating the operations and maintenance manual. Dan reported that he will contact Spicer Group regarding this update. Dan also reported that the dam is inspected every 3 years.

12. Public Comment

There was public comment regarding the current winter legal lake level.

13. Next Meeting

The next meeting is scheduled for June 25, 2025, at 3:30 p.m. at the Schoolcraft County Courthouse.

14. Adjournment

Troy Bassett made a motion to adjourn.
Supported by Robin LaCroix
Ayes 4 Nays 0
Motion carried.

The meeting adjourned at 4:42 PM.

Indian Lake Authority Meeting May 19, 2025 – Approved Actions

Collected Pre-Tax Assessment	\$ 121,438.18
Collected on Tax Assessment (Dec 2024)	\$ 52,105.69
Collected Pre-Tax Assessment (Dec 2025)	\$ <u>46.43</u>
Total Collection	\$173,590.30

\$30,973.66 was paid by the DTRF on May 7, 2025

Expenses need to be Reimbursed to General Fund

Expenses FY23/24	\$130,642.50
Expenses FY24/25	\$ 14,965.57
Dam Keeper reimbursement FY23/24 and FY24/25	\$ <u>3,000.00</u>
Total Expenses to 5/16/25	\$148,608.07

5/19/25 Approved transfer to the General Fund

Balance in the Lake Authority Fund after above Expenses	\$ 24,982.23
To Be Paid	
Hyfi -Water Level Sensor Service	\$ 1,495.00
Fahey Schultz Burzych Rodes PLC	\$ 999.00
Spicer Group	\$ <u>2,071.50</u>

5/19/25 Approved for Payment

ENDING FUND Balance AFTER Today	\$ 20,416.73
December 2025 Expected Tax Assessment	\$ 52,188.57

Moving Forward all expenses be taken from the Lake Authority Fund – not the General Fund

CARPENTER DAM (INDIAN LAKE)

OPERATOR AGREEMENT

The Indian Lake Authority ("Lake Authority") of 300 Walnut Street, Manistique, Michigan 49854, on behalf of Schoolcraft County ("County") as the delegated authority to maintain the Indian Lake – lake level, and Ricky Olsen of 7825 W Evergreen Drive, Manistique, Michigan 49854 ("Operator") (collectively, the "Parties") enter into the following Carpenter Dam (Indian Lake) Operator Agreement ("Agreement") on the following terms:

1. **Services.** The Operator shall provide the following services:

Maintain Lake Level. Adjust the Carpenter Dam ("Dam") to as nearly as possible maintain the Indian Lake – lake level at the normal lake levels (referred to within this Agreement as "lake level") pursuant to the Schoolcraft County Circuit Court Order of July 11, 2024, specifically at:

- (1) A summer level of 613.32 feet North American Vertical Datum of 1988 ("NAVD88") from the later of April 15 or ice out until October 1 of each year; and
- (2) A winter level of 612.32 feet NAVD88 from October 1 until the later of April 15 or ice out each year (with the drawdown commencing on or about September 20 to achieve the normal winter level by October 1 each year).

Water Control Structure. Routinely check the Dam for debris and ice build-up. Remove debris and operate the Dam gates to remove ice as necessary. Ensure the deicer fans are installed and operational each winter. If ice build-up is too severe for the Operator to address, the Operator shall contact the Lake Authority and the County immediately.

Duty to Adjust Lake Level. Make necessary adjustments to the Indian Lake – lake level before, during, or after, large rain events or winter thaw to as nearly as possible maintain the legally established lake level.

Duty to Report. Record and submit a monthly maintenance log to the Lake Authority and the County outlining adjustments to the lake level and any maintenance performed.

Duty to Contact. Contact the Lake Authority and the County concerning any Indian Lake issues that exceed the scope of this Agreement and/or that the Operator cannot address.

Contractor Unavailability. If the Operator cannot perform essential functions under this Agreement, the Operator shall contact the Lake Authority and the County to make necessary arrangements at least thirty (30) days prior to any planned unavailability. For any unplanned unavailability, the Operator shall contact the Lake Authority and the County immediately after he becomes aware of the unavailability.

2. **Payment.** The parties agree that the Operator shall be paid on an annual basis, at a rate of \$2,000.00 per year.

3. **Term and Termination.** This Agreement will continue perpetually from the date of execution unless and until either Party terminates. Either Party may terminate this Agreement at any time with 60 days' written notice. Should any actions or omissions of the Operator cause the Lake Authority or the County to not comply with applicable law or court order governing the lake level, the Lake Authority or the County may terminate the agreement immediately upon written notice to the Operator. If this Agreement is terminated, the Operator shall have no further rights to operate or utilize the Dam. If the Agreement is terminated pursuant to this provision, the Operator shall not be paid for any future duties to maintain the lake level and will only receive a pro-rated payment for work performed under the Agreement in the year in which the Agreement was terminated. Any excess funds must be returned to the Lake Authority from the Operator.
4. **Employment and Entity Status.** The Operator, nor any of his contractors, agents, or employees, are an employee, agent, partner, or representative of the Lake Authority or the County, nor may the Operator hold himself out to the public as such. The Operator will perform all services by whatever means and methods he, in his sole discretion, determines, subject to the requirements of this Agreement. The Operator is solely responsible for providing the supplies and equipment necessary for the performance of the services contemplated by this Agreement. The Operator will establish his work schedule and has the authority to determine how best to fulfill the obligations of the Agreement and will fulfill this Agreement with the least interference and annoyance to the Lake Authority, the County, and the public.

The Operator shall be solely responsible for the payment of all wages, taxes, withholdings, contributions, or charges and permit fees required by law including carrying workman's compensation insurance for employees. Neither the Lake Authority or will provide, nor will they be responsible to pay for, any insurance or benefits for the Operator. The Operator may engage in any other business and is not required to devote all of its energies exclusively for the benefit of the Lake Authority and/or the County.

5. **Fair Employment Practices.** The Operator agrees to not discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, ancestry, disability or any other basis prohibited by local, state, or federal laws and/or regulations.
6. **Assignment.** The Operator may not sell, assign, transfer, or delegate any of the rights or duties under this Agreement without the prior written consent of the Lake Authority or the County.
7. **Indemnification.** The Operator agrees to indemnify, defend, and hold harmless the Lake Authority and the County, and their officers, employees, representatives, or agents, from any and all suits, claims, damages, costs, and expenses of every kind and nature, including any attorneys' fees, which may be asserted against the Lake Authority and/or the County and their officers, employees, representatives, or agents resulting from the Operator's acts or omissions, or that are in any way connected with the performance of this Agreement.
8. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Michigan. Any dispute arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Courts of Schoolcraft County.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings as to any and all issues relating to the Operator's provision of services to the Lake Authority and the County.
10. **Modification and Waiver.** No change, modification, or waiver of any term of this Agreement shall be valid, unless it is in writing and signed by both Parties.
11. **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.
12. **Headings.** The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms hereof.
13. **Contra Proferentem.** This Agreement results from negotiations between the Lake Authority and the County, and the Operator, and the rule of construction that a contract is to be construed against its drafters is not applicable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.

(Signatures on Following Page)

**INDIAN LAKE AUTHORITY,
on behalf of Schoolcraft County**

DATED: _____, 202__

Daniel Hoholik, Vice-Chair

OPERATOR

DATED: _____, 202__

Ricky Olsen