

**Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole Monday, August 26, 2019 – 8:00 A.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

**Finance/Technology**  
Committee Leaders-Commissioners Young and Jensen

**Primary Finance/Technology**

1. Sheriff Glen Skrent – Jail Planning Update *(See A)*
2. Steve Erickson – EDC Update
3. Correctional Health Care Annual Contract Renewal Medical Services for Inmates *(See B)*
4. Invoice Review/Approval Jodi Berlin Designs *(See C)*

**On-Going and Other Finance**

**Finance**

1. MREC - updates
2. Update Regarding Assessing/Taxation Disputes with Wind Turbine Companies – SB 46
3. Opioid Lawsuit
4. Preparation of Updated Multi-Year Financial Plan
5. Continue Review of Road Commission Legacy Costs
6. 2018 Comprehensive Annual Report
7. 2020 Budget Development

**Technology**

1. GIS Update
2. Increasing On-Line Services/Updating Web Page
3. Implementation of New Computer Aided Dispatch System
4. New Kronos Time Attendance and BS&A Finance/General Ledger Software

**Personnel**

Committee Leader-Commissioner Vaughan and Bardwell

**Primary Personnel**

1. POLC Letter to Open Negotiations *(See D)*

**On-Going and Other Personnel**

1. Negotiation of Expiring Union Contracts – Setting Financial and Other Objectives
2. Strengthen and Streamline Year-End Open Enrollment

3. Scheduling a MAC 7<sup>th</sup> Meeting to Determine if Organization will Continue

### **Building and Grounds**

Committee Leaders-Commissioners Jensen and Grimshaw

## **Primary Building and Grounds**

1. Bobcat Lease (See E)
2. MSP Tank Inspection (See F)

## **On-Going and Other Building and Grounds**

1. County Jail Study
2. County Land Bank/Sale of Property
3. Recycling Relocation Update
4. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
5. Review of Alternative Solutions Concerning the Caro Dam

## **Other Business as Necessary**

1. Caro Center Rally at the State Capitol – Tuesday 8-27-19 11:00-1:00
2. Public Notice of Hearing Establishing Industrial Development District in the City of Vassar (See G)
3. Public Notice of Hearing on Approval of an Industrial Facilities Exemption Certificate on New Facility JAL Group, LLC in the City of Vassar (See H)

## **Public Comment Period**

A



# SHERIFF TUSCOLA COUNTY

SHERIFF GLEN SKRENT

UNDERSHERIFF ROBERT BAXTER

420 COURT STREET, CARO, MI 48723

Phone: 989-673-8161 Fax: 989-673-8164

From : Sheriff Glen Skrent  
To: Tuscola County Board of Commissioners  
Ref: Update on Jail planning  
Date: August 21, 2019

We have almost compiled all the information needed for Byce and Associates to complete a statistical analysis of our current and future needs. It has been difficult for us to meet as it seems we all take vacations in the summer.

We have been in discussion of whether a new jail that meets all our needs will fit at our current location. We are assured it will and that keeping it here will save millions of dollars in the long haul. If moved off site we would still have to build a holding area and secure parking for transport vans and temporary lock up facilities for those awaiting court.

One of the delays is that some of the information they have needed is only obtained by manually going over daily reports for years. Our antiquated jail management program does not achieve this data. As soon as they get all the information, which should be very soon we will set up a another meeting. The next meeting will be to discuss what your square foot needs are for each department, IE road patrol, administration, lobby etc.

I think it is time to request others to attend the meetings. However, there are security issues that I do not think should be publicly revealed and also the one option of having to purchase several houses that if let out would raise the ante. We have thought about instead of purchasing houses to close Court St and move it that way, which has been in plans prior.

I would like to invite the following some maybe once others for the long haul:

- Judges and or court administrator
- Prosecutor or representative
- City official preferably city manager
- LIST Psychological
- Jail Health
- Several Board of Commissioners
- County Controller
- Adult Probation dept.
- Other service organizations that utilize our space for inmate counseling
- Jail Health Care Provider

I know not everyone can make a certain meeting but the above input would also help promote any jail project as long as everyone is in agreement of what is needed. From Byces experience having too many in the planning stages will bring everything to a crawl and cause some chaos.

Sheriff Skrent

②

# Correctional Healthcare Companies, LLC

A Wellpath Company

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August 21, 2019

Lt. Brian Harris, Jail Administrator  
Tuscola County Jail  
420 Court Street  
Caro, MI 48723

Re: Tenth Amendment to the Agreement for Inmate Health Care Services

Dear Lt. Harris,

As the proud provider of medical services for Tuscola County Jail, Correctional Healthcare Companies, LLC (CHC) looks forward to renewing our commitment to provide quality health care in the upcoming year.

Per Section 9.0, our Agreement automatically renews for a one-year period on January 1st, with a mutually agreed upon increase. CHC requests an increase consistent with the Consumer Price Index ("CPI") for Urban Consumers - US City Average for Medical Care Services, which stands at 3.3% for June. Application of this increase, revises the base compensation from \$140,408.04 to \$145,041.48 annually, effective January 1, 2020 through December 31, 2020.

As such, section 8.0 shall be deleted in its entirety and replaced with the following language:

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the County to CHC under this Agreement is One Hundred Forty-Five Thousand Forty-One Dollars and Forty-Eight Cents (\$145,041.48) for a period of twelve (12) months. Each monthly payment shall equal Twelve Thousand Eighty-Six Dollars and Seventy-Nine Cents (\$12,086.79), prorated for any partial months and subject to any reconciliations as set forth below. Each monthly payment is to be made on or before the first day of the month of service.

If the County accepts, please sign this letter in the space provided on the following page and email to Stephanie Parkinson, Partner Services Specialist, at [sdparkinson@wellpath.us](mailto:sdparkinson@wellpath.us). This letter shall serve as the Tenth Amendment to the Agreement and shall be binding upon signature of the County and CHC, pursuant to Section 11.13 of the Agreement. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.

Should you have any questions, please do not hesitate to contact Elaine Kaiser, Operations Manager at 989-280-2030.

Sincerely



Stan Wofford  
Executive Vice President



Correctional Healthcare Companies, LLC  
A Wellpath Company

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AGREED TO AND ACCEPTED AS STATED ABOVE:

Tuscola County, Michigan

By: \_\_\_\_\_  
Name: Glen Skrent  
Title: Sheriff

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas Bardwell  
Title: Chairperson

Date: \_\_\_\_\_

Correctional Healthcare Companies, LLC

By: Cindy P. Watson  
Name: Cindy P. Watson  
Title: President Local Detention

Date: 08/21/19



# INVOICE

From **Jodi Berlin Design**  
1015 Northlawn Ave.  
East Lansing, MI 48823

Invoice For **KC Communications Consultants**

Invoice ID **262**  
Issue Date **06/30/2019**  
Due Date **07/30/2019 (Net 30)**

Subject **Custom logo design for Caro 4 Michigan**

Item Type	Description	Quantity	Unit Price	Amount
Design	Logo Design \$750	1.00	\$750.00	\$750.00

Includes 3 logo concepts and up to 3 rounds of revisions of the selected design concept. Final logo will be provided in various file formats for print and web.

**Amount Due \$750.00**



Tuscola County

Clayette Zechmeister &lt;zclay@tuscolacounty.org&gt;

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**CARO.pdf**

4 messages

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Karen Currie <karen@kccomm.net>  
To: "zclay@tuscolacounty.org" <zclay@tuscolacounty.org>

Wed, Aug 14, 2019 at 8:32 PM

Clayette,

Attached is the invoice for design for caro four Michigan logos.

Let me know if you have any questions.

-Karen Pirich Currie

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**2 attachments**

 CARO.pdf  
29K

 ATT00001.txt  
1K

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Clayette Zechmeister <zclay@tuscolacounty.org>  
To: Karen Currie <karen@kccomm.net>

Thu, Aug 15, 2019 at 3:22 PM

Karen,  
I'm confused by this invoice. Did we authorize this purchase?  
[Quoted text hidden]

*Clayette A. Zechmeister*

Clayette A. Zechmeister  
Interim Controller Administrator/Chief Accountant, Tuscola County  
125 W Lincoln St, Suite 500  
Caro, MI 48723  
zclay@tuscolacounty.org  
voice 989-672-3710  
fax 989-672-4011

Visit us Online for County Services @ [www.tuscolacounty.org](http://www.tuscolacounty.org)

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Karen Currie <karen@kccomm.net>  
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Sun, Aug 18, 2019 at 5:05 PM

In my first call I identified the need for logo development for the coalition. Let me know how f this is an issue.

Sent from my iPhone

[Quoted text hidden]

[Quoted text hidden]

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Clayette Zechmeister <zclay@tuscolacounty.org>

Tue, Aug 20, 2019 at 8:40 AM

To: Karen Currie <karen@kccomm.net>

I was unaware of the cost. I will run it by the Commissioners for their approval.

[Quoted text hidden]

[Quoted text hidden]

**Tuscola County Controller/Administrator**

[Quoted text hidden]





# POLICE OFFICERS LABOR COUNCIL

(D)

August 15, 2019

Tuscola County  
Shelly A. Lutz, Human Resource Director  
125 West Lincoln Street, Suite 500  
Caro, Michigan 48723

Re. Contract Negotiation / Tuscola County/ Police Officers  
Labor Council representing the Tuscola County Sheriff's Supervisory Unit

Dear Ms. Lutz:

The current labor agreement between Tuscola County and the Tuscola County Sheriff and the Police Officers Labor Council, representing the Tuscola County Sheriff's Supervisory Unit, is due to expire on December 31, 2019. Therefore, pursuant to the terms within the contract, please consider this letter as our request to begin negotiations for a successor agreement.

A copy of this letter is being sent to the Michigan Employment Relations Commission pursuant to MCL 423.207(2) to apprise the Commission of the status of negotiations and for the appointment of a mediator if one might be needed.

Would you or your representative please contact me so that we can mutually schedule some meeting dates.

Very truly yours,

Christopher M. Watts  
POLC Labor Representative  
810-252-9887  
cwattspolc@hotmail.com

XC: File  
M.E.R.C.  
R. Pierce

667 E. Big Beaver  
Suite 205  
Troy, Michigan 48063  
(248) 524-3200  
Fax (248) 524-2752





Tuscola County

E

Clayette Zechmeister <zclay@tuscolacounty.org>

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## Bobcat lease

1 message

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Mike Miller <mmiller@tuscolacounty.org>  
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Thu, Aug 22, 2019 at 3:59 PM

Our current lease is ending soon, so we would like to lease a new Bobcat for 5 years. This will lower our monthly payment. The lease has been approved by the Recycling Committee.

Thanks  
Mike

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 **2019 Bobcat lease.xlsx**  
302K

# PowerLease<sup>SM</sup>



## PowerQuote For Skid Steer Loader

Customer	Quote #	Annual Hours	Date
		1250	August 23, 2019
Bobcat Product	Sale Price w/o tax	Salesperson	
	\$36,416.00		

*Offer is subject to credit approval by Wells Fargo Vendor Financial Services, LLC. Not all applicants will qualify.*

Lease Term / Months	12	24	36	48	60
Lease Factor + tax	Call for Quote	0.02827	0.02058	0.01679	0.01452
Lease Payment Monthly + tax	Call for Quote	\$1,029.33	\$749.38	\$611.52	\$528.69
Purchase Option Not To Exceed	Call for Quote	40%	36%	34%	32%
Purchase Option Amount	Call for Quote	\$14,458.72	\$13,090.08	\$12,405.76	\$11,721.44

*This illustration is for comparison purpose only. The actual payments are subject to change.*

- Lease Rates:** *Power Lease payments* are in arrears and will be due monthly. Payments do not include any applicable taxes. *Power Lease* rates and factors are subject to change at any time for any reason.
- Sales Tax / Use Tax:** There is no sales tax due at signing. Use tax billed monthly in addition to lease payment or as required by applicable tax authority.
- Personal Property Tax:** Lessee will be billed annually for P.P.T. or as required by applicable tax authority or jurisdiction.
- Credit Guidelines and Insurance:** Evidence of physical damage insurance required prior to funding. Evidence of \$500,000 in liability coverage naming Wells Fargo Vendor Financial Services, LLC. ("WFVFS") as additional insured is required prior to funding.
- Attachments:** Maximum of 2 serialized attachments. All hand held tools are excluded from this program. Attachments requiring specialized residuals include Breakers, Flail Cutters, Forestry Attachments, Planers, Rotary Grinders, Stump Grinders, and Wheel Saws. Attachments requiring separate residual quotes include Chippers and Concrete Pumps.
- Non-standard applications:** Dairy (all applications), Recycling (all applications), Refuse (all applications), Forestry (all applications) have a separate residual matrix.
- Excluded Applications:** Machines used to manage or handle infectious, hazardous, or nuclear applications are not eligible for PowerLease

This calculator is provided as a tool to assist customers of WFVFS. WFVFS does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability of errors or omissions in this information. No warranty of any kind, implied, expressed or statutory, including, but not limited to, the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials



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## MSP tank inspection

2 messages

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Mike Miller <mmiller@tuscolacounty.org>  
To: Clayette Zechmeister <zclay@tuscolacounty.org>



Thu, Aug 22, 2019 at 4:08 PM

Here are the quotes for the underground tank inspection. This is a required inspection per Code. It is supposed to happen every 5 years, but this has not happened. We just found out about this inspection about a few years ago when we were having repairs done.

Thanks  
Mike

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2 attachments

-  Preferred Tank Quote for MSP.pdf  
511K
-  Prop2019 Pittsburg Tank Qute for MSP.pdf  
230K

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Clayette Zechmeister <zclay@tuscolacounty.org>  
To: Mike Miller <mmiller@tuscolacounty.org>

Fri, Aug 23, 2019 at 9:52 AM

Received, thank you.  
[Quoted text hidden]

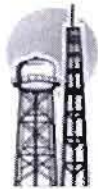
*Clayette A. Zechmeister*

Clayette A. Zechmeister  
Tuscola County Controller/Administrator  
125 W Lincoln St, Suite 500  
Caro, MI 48723  
zclay@tuscolacounty.org  
voice 989-672-3710  
fax 989-672-4011

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# PREFERRED TANK & TOWER

Maintenance Division, Inc.

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August 12, 2019

Ms. Tiffany Rouleau  
Bay Line Fire Protection  
5913 North Huron Road  
Pinconning, MI 48650

Tel: 989-873-3321

Fax: 989-233-1394

Email: [trouleau@baylinefire.com](mailto:trouleau@baylinefire.com)

Contract #: JWO101761958

SUBJECT: Hydro Tank located in Caro, MI

Dear Ms. Rouleau,

Please find enclosed our proposal for the above subject work.

Prior to the start of work, we will provide proof of insurance coverage.

After reviewing the enclosed proposal, should you have any questions or desire additional information, please do not hesitate to contact your regional sales executive, Joyce Wortz, at [jwortz@pmdtank.com](mailto:jwortz@pmdtank.com) or (270) 826-4000 ext. 238.

Sincerely,  
PREFERRED TANK & TOWER  
MAINTENANCE DIVISION, INC.

Justin Johnston  
Director of Sales

ENC: Proposal

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**NEW AND PREOWNED TANKS • TANKS RAISED, LOWERED AND MOVED  
PAINT • REPAIR • DISMANTLE • INSPECT**

2202 Highway 41N, Unit E, Box 123, Henderson, KY 42420 ~ (270) 826-4000 ~ [salas@pmdtank.com](mailto:salas@pmdtank.com)



CONTRACT

August 12, 2019

Ms. Tiffany Rouleau
Bay Line Fire Protection
5913 North Huron Road
Pinconning, MI 48650

Tel: 989-873-3321 Fax: 989-233-1394 Email: trouleau@baylinefire.com

Contract #: JWO101761958

We propose to furnish all labor, material, equipment and insurance necessary to complete the following service to the following tank:

Hydro Tank located in Caro, MI

Inspect the tank and advise owner of additional repairs outside this contract.

Power wash, hand tool clean, power tool clean, prime and paint the steel support frame at the access hatch.

Power wash, hand tool clean, power tool clean, prime and paint the interior ladder.

Furnish and install safety climb device on interior ladder in accordance with OSHA 29 CFR 1910.27 subpart D (5).

INTERIOR COATING

Abrasive blast all interior surfaces to an SSPC-SP10 (near white blast), stripe coat all seams and welds and apply an epoxy system 8-10 mils dry film thickness.

Install customer provided manway bolts and gasket.

NOTES:

- Owner is to provide dumpster and dumpster services for removal of debris.
PMD does not include the handling, removal and disposal of hazardous materials.
This proposal does not include Union Labor or Prevailing Wages
Owner is responsible for draining tank. If any service listed within this contract requires tank to be empty, tank is expected to be drained upon PMD's arrival. Owner is further responsible for re-filling tank(s).
Prices may fluctuate pending final volume of work chosen.

All of the above to be completed in a substantial and workman like manner for the sum of THIRTY SEVEN THOUSAND TWENTY DOLLARS AND ZERO CENTS.....\$37,020.00

The terms of payment are Net 30 days, after receipt of invoice. Invoices will be submitted as follows: 20% with order, 40% with procurement, 20% upon mobilization, 20% upon completion

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal and according to the terms thereof. Owner is responsible for having tank accessible and ready for performance of above mentioned scope of work.

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

Accepted: \_\_\_\_\_, 20\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Respectfully Submitted by:

PREFERRED TANK & TOWER
MAINTENANCE DIVISION, INC.

By: [Signature]

Justin Johnston, Director of Sales

# PITTSBURG TANK & TOWER GROUP



MAINTENANCE DIVISION Since 1919

1 Watertank Place  
PO Box 1849  
Henderson, KY 42419  
P: (270) 826-9000  
F: (270) 767-6912  
[www.pttg.com](http://www.pttg.com)

Monday, August 12, 2019

Mike Miller  
Manager  
Tuscola County /State Police Post  
1485 Cleaver Rd.  
Caro, MI 48723  
989-550-8836  
[mmiller@tuscolacounty.org](mailto:mmiller@tuscolacounty.org)

Mike,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 50 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, AllState Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it's not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; 803 KAR 25:280 Certification of Drug-Free Workplace.

We are proud to provide you with this quotation and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

**Pittsburg Tank & Tower Group**  
Maintenance Division

**Bobbie Shelton**  
Sales Account Executive - Fire Protection Manager  
270-826-9000 Ext. 4606  
270-873-8294 – Fax  
[bshelton@pttg.com](mailto:bshelton@pttg.com)

Patrick Heltsley  
Vice President  
270-869-9400 Ext: 4601  
270-748-1325 Cell  
270-767-6912 Fax  
[pheltsley@pttg.com](mailto:pheltsley@pttg.com)

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved  
New and Used Tanks

Monday, August 12, 2019

TO: Tuscola County /State Police Post                   ATTN : Mike Miller  
1485 Cleaver Rd.    Manager  
Caro, MI 48723    PHONE : 989-550-8836  
FAX : 715-693-4202   EMAIL : [mmiller@tuscolacounty.org](mailto:mmiller@tuscolacounty.org)

RE: Michigan State Police Post, 1485 Cleaver Road, Caro, MI 48732

In accordance with price, terms and conditions quoted below, we propose to furnish all labor, material, equipment and insurance necessary to complete the following: **one (1) 10,000 gallon horizontal pressure tank:**

**SCOPE OF WORK**

- \$550.00           Properly prepare the surface and apply a proper coating on pit entrance.
- \$1,248.00          Furnish and install a safety climb device on interior pit ladder in accordance with OSHA requirements.
- \$1,300.00          The coupling and some of the piping is severely corroded and should be replaced. *Recommend tightening, cleaning and coating coupling ASME stamp required to weld on pressure tanks.*
- \$4,680.00          Properly prepare the pipes and apply a proper coating. This including valves on page 8.  
*Galvanized looks good* Recommend to properly prepare the pipes and apply a proper coating.
- \$3,900.00          Photos show electrical switch. *We recommend replacing the potter switch. Electrical hookup to be done by others.*
- By Owner           Due to corrosion, the second bolt could not be removed without risking damage to the bolt. We recommend having replacement bolts on hand before attempting the removal of the hatch.
- \$22,895.00         Hand tool clean the interior of the tank, then rotopeen all rusted and abraded areas of the tank interior stripe coating all seams and welds, then apply an epoxy liner.
- \$1,560.00          Properly prepare the ladder and apply a proper coating.

**Depending on the number of items accepted, prices may vary. Please refer to applicable codes.**

- Warning: Do not attach any additional loading to your tank/tower unless structural integrity is known to be sufficient. For analysis call PTTM.
- Our welders are certified in accordance with ASME section IX code.
- In the event the tank must be drained, it should be drained by the owner, prior to our arrival (refer to Item #2 on our Terms & Conditions page).
- Debris generated from repairs and/or painting will be placed in containers provided by the owner and to be disposed of by owner.



**Terms & Conditions**

- 1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman's Compensation, Occupational Disease, Employer's Liability, and General Liability.
- 2) If tank is to be drained prior to our arrival, it shall be drained by owner, if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.
- 3) If needed a pressure release valve will be furnished during the cleaning and painting operation. Owner required to notify PTTM prior to mobilization if required.
- 4) In the event interior and/or exterior complete tank repainting is not included in this scope of work, all new tank appurtenances furnished and installed by PTTM as part of this scope of work shall be field primed and finish coated to match existing coating system(s), unless specifically excluded from our scope of work. Color to match as close as possible.
- 5) No paint shall be applied during wet, damp, or inclement weather.
- 6) All paint will be delivered to the job site in original containers with contents identified by the manufacturer.
- 7) If necessary, customer will be required to clear/move vehicles and equipment a safe distance from the job site to prevent damage and place physical barricades around the perimeter to restrict access.
- 8) Work to be performed using our standard wage scale with Open Shop personnel, by mechanics skilled in their trade.
- 9) All workmanship is guaranteed for twelve (12) months after completion.
- 10) Owner is to provide dumpster(s) for trash, paint consumables, blast media, and all other waste produced during course of job, including disposal of said waste.
- 11) Handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the submitted quotation for work. Unless specifically included in our scope of work.
- 12) This quote does not provide for the shrouding or containment of blast media and paint.
- 13) Owner understands and agrees any Federal, State, and Municipal taxes imposed on Contractor with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Contractor. PTTM does not include costs for any permits, local licenses, fees, etc. in this proposal
- 14) OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law.
- 15) In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky.
- 16) OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

**TERMS**

50% with Order; Balance upon Completion OR Mutually Agreed Payment Terms  
**\*MasterCard, Visa and American Express are accepted, with prior authorization\***  
 Payments made by credit card will be subject to a processing fee of 3%.  
 Interest will be applied to payments not received in accordance to payment terms.

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction

**ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS**

Accepted : \_\_\_\_\_,20

Company : Tuscola County /State Police  
Post

By : \_\_\_\_\_

Title : \_\_\_\_\_

Respectfully Submitted by:  
**Pittsburg Tank & Tower Group**  
**Maintenance Division**

By : \_\_\_\_\_  
 Patrick Heltsley, Vice President

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved  
 New and Used Tanks

6

## PUBLIC NOTICE OF HEARING

### Public Hearing on the Establishment of an Industrial Development District in the City of Vassar

Notice is hereby given that on Monday September 9, 2019 at 7:00 pm at the Vassar Municipal Building, 287 E. Huron Avenue, Vassar, Michigan, a public hearing will be held before the Vassar City Council pursuant to Act 198 of the Michigan Public Acts of 1974, as amended on the request of JAL Group, LLC for the establishment of an Industrial Development District on the property described as follows:

T11n R8E

PART OF LOT 3 VASSAR INDUSTRIAL PARK DESC AS BEGINNING AT SE CORN OF LOT 3 TH N 83 DEG 08' 07" W 365.14 FT ALONG S LOT LINE; TH N 17 DEG 24' 56" E 143.79 FT ALONG W LOT LINE; TH S 86 DEG 37' 49" E 319.69 FT; TH S 00 DEG 07' 30" E 162.05 FT ALONG E LOT LINE TO POB

aka 82 Enterprise, Vassar MI, 48768

The owners of all real property within the Industrial Development District, together with any other residents or taxpayers of the City of Vassar, shall have the right to appear and be heard.

(H)

## PUBLIC NOTICE OF HEARING

### Public Hearing on an Approval of an Industrial Facilities Exemption Certificate on New Facility JAL Group, LLC in the City of Vassar

Notice is hereby given that on Monday September 9, 2019 at 7:00 pm at the Vassar Municipal Building, 287 E. Huron Avenue, Vassar, Michigan, a public hearing will be held before the Vassar City Council pursuant to Act 198 of the Michigan Public Acts of 1974, as amended on the request of JAL Group, LLC for the approval of a Industrial Facilities Exemption Certificate on New Facility on the property described as follows:

T11N R8E

PART OF LOT 3 VASSAR INDUSTRIAL PARK DESC AS BEGINNING AT SE CORN OF LOT 3 TH N 83 DEG 08' 07" W 365.14 FT ALONG S LOT LINE; TH N 17 DEG 24' 56" E 143.79 FT ALONG W LOT LINE; TH S 86 DEG 37' 49" E 319.69 FT; TH S 00 DEG 07' 30" E 162.05 FT ALONG E LOT LINE TO POB

aka 82 Enterprise, Vassar MI, 48768

The owners of all real property within the Industrial Development District, together with any other residents or taxpayers of the City of Vassar, shall have the right to appear and be heard.