

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

THURSDAY, NOVEMBER 14th, 2019 – 8:00 A.M.

**H. H. PURDY BUILDING BOARD ROOM
125 W. Lincoln Street
Caro, MI**

125 W. Lincoln Street
Caro, MI 48723

Phone: 989-672-3700
Fax : 989-672-4011

8:00 A.M. Call to Order – Chairperson Bardwell
Prayer – Pastor Paul McNett, Caro Church of the Nazarene
Pledge of Allegiance – Commissioner Young
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes **(See Correspondence #1)**
Brief Public Comment Period for Agenda Items Only
Consent Agenda Resolution **(None)**

New Business

- 911 Dispatch Authority Board Appointment
- BPW Board Appointment
- Clerk's Office Copier Replacement
- Human Development Update
- First Amendment to Medical Examiners Service Agreement **(See Correspondence #2)**
- Scrap Tire Grant Agreement for Recycling **(See Correspondence #3)**
- Clean Sweep Grant for Recycling **(See Correspondence #4)**
- Village of Millington Public Hearing - **9:00 a.m. (See Correspondence #5)**

New Business (con't)

- Sound Masking Machine for Purdy Building Board of Commissioners While in Closed Session (**See Correspondence #6**)
- MERS Service Credit Purchase for Sheriff Deputy (**See Correspondence #7**)
- Thumb Area Regional Community Corrections Advisory Board Service Agreement (**See Correspondence #8**)
- Millage Renewal for Mosquito Abatement and Veterans (**See Correspondence #9**)
- 2020 Budget Request for Equipment, Technology, and Capital needs (**See Correspondence #10**)
- Recycling Bids for Site Work at the New Recycling Location

Old Business

- Greens Governmental Consulting
- Update of Wind Tax Revenues in County Funds (**See Correspondence #11**)
- Animal Control Ordinances

Correspondence/Resolutions

COMMISSIONER LIAISON COMMITTEE REPORTS

VAUGHAN

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

GRIMSHAW

Behavioral Health Systems Board
Recycling Advisory
Local Units of Government

JENSEN

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Local Units of Government Activity Report

BARDWELL

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
TRIAD
Local Units of Government Activity Report

YOUNG

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
MI Renewable Energy Coalition (MREC)
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

CORRESPONDENCE

1. October 31, 2019 Full Board & Statutory Finance Minutes
2. First Amendment to Medical Examiners Service Agreement & Full Agreement Adopted June 2019
3. Scrap Tire Grant Agreement for Recycling
4. Clean Sweep Grant for Recycling
5. Village of Millington Public Hearing Information
6. Sound Masking Machine
7. MERS Service Credit Information
8. Thumb Area Regional Community Corrections Advisory Board Service Agreement
9. Millage Renewal for Mosquito Abatement and Veterans
10. 2020 Budget Request for Equipment, Technology, and Capital Needs
11. Update of Wind Tax Revenues in County Funds
12. Enbridge Bay City Terminal Tour
13. Road Commission Minutes 10/17/19 Meeting
14. Otsego County Resolution in Support of Line 5 Tunnel
15. Marquette County Letters to Lansing Regarding Line Item Vetoes.

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
October 31, 2019 Minutes
H. H. Purdy Building

Commissioner Bardwell called the meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the City of Caro, Michigan, on the 31st day of October 2019, to order at 8:02 o'clock a.m. local time.

Prayer – Pastor Phillip Burch, Providence Church of Caro

Pledge of Allegiance – Commissioner Young

Roll Call – Clerk Jodi Fetting

Commissioners Present: District 1 - Thomas Young, District 2 - Thomas Bardwell, District 4 - Mark Jensen, District 5 – Daniel Grimshaw
(Arrived at 8:06 a.m.)

Commissioner absent - District 3 - Kim Vaughan

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Eean Lee, Phillip Burch, Angie Daniels, Steve Erickson, Jim McLoskey, Sandy Nielsen, Cory Skinner, Jeff Mallory, Randy Heckroth, Joe Greene, Register John Bishop, Treasurer Patricia Donovan-Gray, Mike Green, Mark Haney, Nancy Laskowski, Eileen Dowering, Carrie Nichols, Carmell Pattullo, Clayton Johnson (via Google Hangouts), Jim Tussey, Mike Pattullo

Adoption of Agenda -
19-M-192

Motion by Young, seconded by Jensen to adopt the agenda as amended.
Motion Carried.

Action on Previous Meeting Minutes -
19-M-193

Motion by Young, seconded by Jensen to adopt the meeting minutes from the October 17, 2019 Regular Board and Statutory Finance meetings. Motion Carried.

Brief Public Comment Period for Agenda Items Only - None

Consent Agenda Resolution -
19-M-194

Motion by Young, seconded by Jensen that the Consent Agenda Minutes and Consent Agenda Resolution from the October 28, 2019 Committee of the Whole Meeting be adopted. Motion Carried.

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 10/28/19

Description of Matter: Move to approve the recommendation of the Central Dispatch Director and Dispatch Authority Board that the current alpha-numeric paging system be replaced with MPSCS Unication paging system as identified in the report dated October 28, 2019 and authorize the purchase with Digicom Global be approved. Also, all appropriate signatures and budget amendments be authorized.

New Business

-2019 Apportionment Report - Angie Daniels presented the 2019 report.

19-M-195

Motion by Young, seconded by Jensen to approve the 2019 Tuscola County Apportionment Report as submitted by the County Equalization Director and all appropriate signatures are authorized. Motion Carried.

-Amended Resolution of the Tuscola County Board of Commissioners Approving a Revised Intergovernmental Agreement to Create the Tuscola County Land Bank Authority - Clayette Zechmeister reviewed history of the establishment of the Tuscola County Land Bank as well as the changes in the amended resolution. Board discussed the matter. Board has made recommendations of people that should be invited to the meeting. Board will submit questions to Clayette Zechmeister prior to the meeting in order to have responses prepared.

19-M-196

Motion by Young, seconded by Grimshaw to table the Amended Resolution of the Tuscola County Board of Commissioners Approving a Revised Intergovernmental Agreement to Create the Tuscola County Land Bank Authority to the November 21, 2019 Committee of the Whole meeting. Motion Carried.

-Presentation for County Lobbying - Mike Green presented to the Board regarding Tuscola County retaining a lobbyist to represent the County.

-Mental Health Services Contract for Jail Inmates with Tuscola County Behavioral Health Systems - Board discussed the matter.

19-M-197

Motion by Grimshaw, seconded by Jensen to approve the agreement with Behavioral Health Systems for county inmate psychiatric hospital services to inmates incarcerated in the County Jail from October 1, 2019 through September 30, 2020. This contract may be canceled by either party upon a written thirty (30) day notification. Also, authorize all appropriate signatures. Motion Carried.

-Legislative Update from Capitol Services (matter added) - Jean Doss provided a legislative update to the Board.

-Medical Care Facility Transfer Request - Clayette Zechmeister presented the request.

19-M-198

Motion by Grimshaw, seconded by Jensen that per the request from the Medical Care Facility Chief Executive Officer that \$84,712.91 be transferred from the Voted Medical Care Facility Fund (298) to the Regular Medical Care Facility (291) for the items listed in the October 30, 2019 letter. Motion Carried.

Recessed at 9:52 a.m.

Reconvened at 9:58 a.m.

-Commissioner Grimshaw discussed the client list of Capitol Services, Inc.

-Closed Session -

19-M-199

Motion by Young, seconded by Grimshaw that the Board meet in closed session under Section 8(h) of the Open Meetings Act to consider written material from the County's attorney that is exempt from disclosure by Section 13(1)(g) of the Freedom of Information Act with Clerk Jodi Fetting, Clayette Zechmeister, and Clayton Johnson being authorized to attend at 10:02 a.m.. Roll Call Vote: Young - yes; Jensen - yes; Grimshaw - yes; Vaughan - absent; Bardwell - yes. Motion Carried.

19-M-200

Motion by Young, seconded by Grimshaw to adjourn the closed session at 10:27 a.m. Roll Call Vote - Jensen - yes; Grimshaw - yes; Young - yes; Vaughan - absent; Bardwell - yes. Motion Carried.

-Adoption of Resolution regarding Board of Commissioner Committees -

19-M-201

Motion by Grimshaw, seconded by Young to adopt the following resolution:

RESOLUTION

WHEREAS, the Tuscola County Board of Commissioners previously established several committees and subcommittees consisting of less than a quorum of the Board of Commissioners; and

WHEREAS, such committees and subcommittees are and have been advisory in nature and are not authorized to exercise governmental authority; and

WHEREAS, the Board of Commissioners recently reviewed its practices with regard to meetings of these committees and subcommittees; and

WHEREAS, this process included a review of best practices and consultation with legal counsel; and

WHEREAS, Tuscola County desires to establish and maintain best practices with regard to transparency and openness in government.

NOW, THEREFORE, BE IT RESOLVED that future meetings of any committee and/or subcommittee consisting of less than a quorum of the Tuscola County Board of Commissioners shall be conducted pursuant to the standards established by Michigan's Open Meetings Act, Public Act 267 of 1976, as amended.

Roll Call Vote: Grimshaw - yes; Young - yes; Jensen - yes; Vaughan - absent; Bardwell - yes. Motion Carried.

-Clerk Copier Request to Seek Bids - Clerk Fetting explained the need to bring the request before the Board rather than waiting for the 2020 Budget to be approved.

19-M-202

Motion by Grimshaw, seconded by Young that per the request of the County Clerk that authorization is given to seek bids to replace a copier/printer/fax machine in the Clerk's Office. Motion Carried.

Old Business -

-Resolution Supporting Passage of Legislation to Adopt Four Year Terms for County Commissioners - Board discussed the matter.

19-M-203

Motion by Grimshaw, seconded by Young to approve the following resolution:

RESOLUTION**SUPPORTING PASSAGE OF LEGISLATION TO ADOPT 4-YEAR TERMS FOR
COUNTY COMMISSIONERS**

WHEREAS, the 1963 Michigan Constitution stipulated four-year terms for the county Board of Supervisors, the preceding body to today's Board of Commissioners; and,

WHEREAS, the Legislature voted in 1966 to abolish Boards of Supervisors and formally replace them with Boards of Commissioners after the 1968 elections; and,

WHEREAS, Public Act 261 of 1966 promulgated that the length of terms for the new county commissioners shall be concurrent with that of state representatives, as specified in Article IV, section 3 of the Michigan Constitution; and,

WHEREAS, the scope of duties of a county commissioner has greatly increased in the last century – road patrols, indigent defense, mental health treatment and substance abuse prevention programming, solid waste pick-up and disposal, food and water supply safety, park operations, economic development efforts, emergency management and response; and,

WHEREAS, Michigan is one of only five states in the United States that provides for exclusively two-year terms for county commissioners; and,

WHEREAS, all other county and township elected officials in Michigan are elected to terms of at least four years; and,

WHEREAS, the position of county commissioner is a highly complex oversight role that requires years to master; and,

WHEREAS, legislation to amend state law to enact four-year terms has been filed in the form of House Bills 4937-38 and Senate Bills 504-505; and,

WHEREAS, the Michigan Association of Counties supports the legislation as introduced;

NOW THEREFORE BE IT RESOLVED, that the **Tuscola County Board of Commissioners** supports House Bills 4937-38 and Senate Bills 504-505 to enact four-year terms for county commissioners.

Roll Call Vote: Young - yes; Jensen - yes; Grimshaw - yes; Vaughan - absent; Bardwell - yes. Motion Carried.

-Boards and Commissions Re-Appointments - Clerk Fetting provided clarification on a couple of the appointments discussed on Monday.

19-M-204

Motion by Young, seconded by Jensen that Matthew Foley be appointed to the 911 Dispatch Authority Board for a 2-year term with an expiration date of December 31, 2021. Motion Carried.

19-M-205

Motion by Grimshaw, seconded by Young that Marvin Klein, Ken Martin Jr., Keith Kosik, Steve Fetterhoff and Henry Hornung be appointed to the Construction Code Board of Appeals for a 2-year term with an expiration date of December 31, 2021. Motion Carried.

19-M-206

Motion by Young, seconded by Jensen that Jerald Gamm, Sandra Williamson, Patricia LaBair, Connie Pliska, Charlotte Brown, Gail Nesberg, Carolyn Wymore and Elaine Romain be appointed to the Council on Aging for a 1-year term with an expiration date of December 31, 2020. Motion Carried.

19-M-207

Motion by Young, seconded by Grimshaw that Ty Colling be appointed to the Department of Human Services Board for a 3-year term with an expiration date of December 31, 2022. Motion Carried.

19-M-208

Motion by Young, seconded by Grimshaw that Robert McKay be appointed to the Department of Public Works Board for a 3-year term with an expiration date of December 31, 2022. Motion Carried.

19-M-209

Motion by Grimshaw, seconded by Young that John Tilt, Keith Baur, Robert Wolak, Mike Green, Kim Vaughan, Gary Fritz, Zygmunt Dworzecki, Michael Rolando and Mike Day be appointed to the Economic Development Corporation (EDC) Board for a 6-year term with an expiration date of December 31, 2025. Motion Carried.

19-M-210

Motion by Young, seconded by Jensen that Eileen Hiser be appointed to the Health Department Board for a 5-year term with an expiration date of December 31, 2023. Motion Carried.

19-M-211

Motion by Grimshaw, Jensen that Matthew Bierlein be appointed to the Human Development Commission (HDC) Board for a 1-year term with an expiration date of December 31, 2020. Motion Carried.

19-M-212

Motion by Young, seconded by Grimshaw that Patricia Sauber be appointed to the Jury Board for a 6-year term with an expiration date of December 31, 2025. Motion Carried.

19-M-213

Motion by Grimshaw, seconded by Jensen that Jerry Petterson and Kim Vaughan be appointed to the Parks and Recreation Commission for a 3-year term with an expiration date of December 31, 2022. Motion Carried.

19-M-214

Motion by Young, seconded by Grimshaw that Nancy Barrios be appointed to the Parks and Recreation Commission for a partial term with an expiration date of December 31, 2020. Motion Carried.

19-M-215

Motion by Grimshaw, seconded by Young that Ann Westover, Lonnie Kester and Rick Boylan be appointed to the Planning Commission for a 3-year term to expire on December 31, 2022. Motion Carried.

19-M-216

Motion by Young, seconded by Jensen that Norma Wallace, Patricia Frazer and Matt Branding be appointed to the Recycling Committee for a 3-year term with an expiration date of December 31, 2022. Motion Carried.

19-M-217

Motion by Young, seconded by Grimshaw that Richard Horsch, Steven Myers and Gary Haas be appointed to the Veteran's Committee for a 4-year term with an expiration date of December 31, 2023. Motion Carried.

-Board directed Clerk Fetting to re-advertise for any vacant positions on the various Boards and Commissions.

-Building Codes Procedures and Next Steps -

-Commissioner Grimshaw provided an update that he received from Nancy Erdody as the School has placed a berm along her property line.

-Commissioner Grimshaw would like the Board to explore the option of bringing Building Codes back to being under the umbrella of the County. Board discussed the matter. Commissioners will reach out to their local Supervisors for

additional input. Board would like the topic to be placed on the next Committee of the Whole meeting.

-Survey of Land for Caro Center and Vanderbilt Park (matter added) - Commissioner Grimshaw provided an update regarding a conversation that he had with Robert McKay in regards to the two properties. Board discussed the matter.

-Reese School Water Trouble (matter added) - Matter discussed earlier in the meeting.

-Braun Kendrick Meeting Update (matter added) - Commissioner Bardwell provided an update of a meeting that was held with NextEra in regards to wind turbines in relationship to the airport.

Correspondence/Resolutions -

- Columbia Township Resolution on allowing golf carts
- Enbridge Invitation

COMMISSIONER LIAISON COMMITTEE REPORTS

YOUNG

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
MI Renewable Energy Coalition (MREC)
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report - Drain Commissioner hosted a meeting of state-wide Drain Commissioners.

VAUGHAN - absent

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use

Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

GRIMSHAW - No Report
Behavioral Health Systems Board
Recycling Advisory
Local Units of Government

JENSEN
Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works - Job fair event at the Dort Federal Credit Union to showcase careers that do not require a college degree
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Local Units of Government Activity Report

BARDWELL - No Report
Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
TRIAD
Local Units of Government Activity Report

Other Business as Necessary - None

Extended Public Comment -

-Eileen Doering - Her husband is a pilot and he expressed his concerns at the AZBA meeting. Eileen shared her concerns over turbines being placed close to the airport.

-Jim Tussey - Documentation was provided to the Board from a court pleading entered by the County Attorney, Memo from Alan Armstrong and ad from Concerned Citizens of Juniata Township.

-Nancy Laskowski - Questioned the money the County has spent on MREC and what the County has done in planning to not be dependent on wind revenue.

-Mike Pattullo - Expressed his appreciation of the Board being considerate and listening to the concerns of residents. He expressed concern over how the court will rule tomorrow in the court case.

Meeting adjourned at 12:40 p.m.

Jodi Fetting
Tuscola County Clerk

DRAFT

Statutory Finance Committee Minutes
October 31, 2019
H.H. Purdy Building
125 W. Lincoln St, Caro MI

Meeting called to order at 12:40 p.m.

Commissioners Present: Young, Bardwell, Jensen, Grimshaw

Commissioners Absent: Vaughan

Also Present: Clerk Jodi Fetting, Clayette Zechmeister, Nancy Laskowski, Jim Tussey, Eileen Doering, Mike Pattullo, Carmell Pattullo

-Claims and Per Diems were reviewed, discussed and approved.

Public Comment - None

Meeting adjourned at 12:42 p.m.

Jodi Fetting
Tuscola County Clerk

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**FIRST AMENDMENT TO
AGREEMENT FOR COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES**

This First Amendment to Agreement for Comprehensive Medical Examiner Office Services (the "Amendment"), is made and entered into to be effective as of December 1, 2019 (the "Effective Date"), by and between the COUNTY OF TUSCOLA, a political subdivision of the State of Michigan ("County"), and MICHIGAN INSTITUTE OF FORENSIC SCIENCE & MEDICINE PC, a professional corporation authorized to operate in the State of Michigan ("MIFS").

WHEREAS, County and MIFS have heretofore entered into that certain Agreement for Comprehensive Medical Examiner Office Services effective as of July 1, 2019 (the "Agreement"), pursuant to which MIFS provides comprehensive medical examiner services to County as an independent contractor; and

WHEREAS, County and MIFS, as the parties to this Amendment, wish to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party herein, the parties agree as follows:

1. The parties agree that, as of the Effective Date, Paragraph 1(w) of Exhibit A to the Agreement is removed in its entirety, and MIFS shall have no further obligations thereunder.
2. The parties agree that, as of the Effective Date, Paragraph 2(a) of Exhibit A to the Agreement is removed in its entirety, and County shall have no further obligations thereunder.
3. MIFS agrees to pay any outstanding invoices for administrative services for the months of July, August, September, October and November of 2019 to the Tuscola County Health Department on or before December 30, 2019.
4. This Amendment shall be effective as of the Effective Date.
5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
6. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect in accordance with its respective terms.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by a duly authorized officer as of date set below their respective names.

[signature page to follow]

MICHIGAN INSTITUTE OF
FORENSIC SCIENCE &
MEDICINE PC

COUNTY OF TUSCOLA

By: _____

By: _____
Thomas Bardwell

Its: _____

Its: Chairman, Board of Commissioners

Date: _____

Date: _____

AGREEMENT FOR COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES

This agreement ("Agreement"), dated as of July 1, 2019 ("Effective Date"), is by and between the County of Tuscola, a political subdivision of the State of Michigan (hereinafter "County"), and the Michigan Institute of Forensic Science & Medicine PC, (hereinafter "Contractor"), a professional corporation authorized to operate in the State of Michigan.

RECITALS

WHEREAS, Tuscola County requires comprehensive medical examiner office, medical examiner, death investigation, and forensic autopsy services; and

WHEREAS, Contractor represents that it is a duly qualified and licensed provider of medical examiner and forensic pathology services and is experienced in autopsies and related services; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. Upon request of the County or designee, Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is

satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. County will discuss performance issues of any assigned personnel with Contractor so that Contractor may attempt to remedy the situation. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement ("Key Personnel"). Contractor shall not remove, replace, substitute, or otherwise change any Key Personnel without the prior written consent of County. Consent for new or alternate Contractor personnel shall not be unreasonably withheld. With respect to performance under this Agreement, Russell Bush, M.D., and any Deputy Medical Examiner assigned to County by Contractor are considered Key Personnel.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor and County shall be responsible for timely provision of adequately qualified replacements.

1.5 Confidentiality. The services to be performed by Contractor under this Agreement necessarily involve private matters of a personal nature for the citizens of Tuscola County. For this reason, neither Contractor nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is required by law or necessary to effectuate the terms of this Agreement. Contractor agrees to comply with any provisions of the Health Insurance Portability and Accountability Act ("HIPAA") applicable to Contractor by reason of Contractor's provision of services under this Agreement.

2. Payment. For all services required hereunder and as outlined in Exhibit A, Contractor shall be paid seventy-five thousand Dollars (\$75,000) per Contract Year (as defined below), regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Payments shall be made in equal quarterly installments to Contractor, subject to receipt of such bills and/or invoices as required by County to document services provided under this Agreement.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2019 to June 30, 2022,

unless terminated earlier in accordance with the provisions of Article 4 below. Each twelve (12) month period from July 1 through June 30 during which this Agreement remains in effect shall be known as a Contract Year.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date and presenting such notice of termination at least sixty (90) days in advance of such effective date.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County or Contractor may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination. Contractor may terminate this Agreement for non-payment of invoices overdue by more than 30 days.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Representations of Contractor.

8.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

8.4 Key Personnel. Contractor represents and warrants that Key Personnel is/are, and will remain during the pendency of this Agreement, licensed to practice medicine in the State of Michigan.

8.5 Autopsy Services. Contractor represents and warrants that all autopsies conducted pursuant to this Agreement will be performed by a physician duly licensed to practice medicine in the State of Michigan who is board certified or board eligible in the specialty of forensic pathology.

8.6 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of Michigan as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

8.7 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

8.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, any County policy regarding the same. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

8.9 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

8.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the

above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

8.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery, by U.S. Mail or courier service, or by e-mail. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Tuscola County
 Office of County Controller
 125 W Lincoln Street,
 Suite 500
 Caro, Michigan 48723

TO: CONTRACTOR: Michigan Institute of Forensic Science & Medicine
 4707 East McLeod Dr
 Saginaw, MI 48604
 Tel: 989-341-5077
 russell.bush@mifsm.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 PM (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

12 Miscellaneous Provisions.

12.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

12.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

12.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

12.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of Michigan, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in in the County of Tuscola or Saginaw.

12.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

12.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

MICHIGAN INSTITUTE OF
FORENSIC SCIENCE &
MEDICINE PC

By: Russell L. Bush
Russell Bush

Its: Director

Date: 6-28-2019

COUNTY OF TUSCOLA

By: Thomas Bardwell
Thomas Bardwell

Its: Chairman, Board of Commissioners

Date: 6-27-19

Exhibit A

Scope of Work

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide the following services to County:
 - a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, and other authorized representatives, to assist the Medical Examiner determining whether specific cases require medical examiner investigation, pursuant to MCL § 52.202.
 - b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not deemed necessary to provide probable cause of death. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall have performed an autopsy.
 - c. Case Consultation: Contractor may perform case consultation services on an as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations upon formal request by law enforcement or the County Prosecutor. Ad hoc, informal opinions provided by Contractor to law enforcement or the Prosecutor shall not incur additional fees. In the event that a formal, extensive records or case review is required to determine cause of death, County and Contractor shall mutually agree upon the scope and estimate of cost of work prior to commencement of the review.
 - d. Autopsy: Contractor shall have autopsies performed when determined necessary by the Medical Examiner or his/her Deputy(ies). Contractor shall advise law enforcement on necessity of performing an autopsy versus an external examination in the context of industry best practices. Such autopsy services shall also include:
 - i. Triage: Contractor shall participate in case triage discussions.
 - ii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the lead law enforcement investigator/agency and the Medical Examiner or Forensic Pathologist prior to viewing any autopsy.
 - iii. Explanation of Procedures: Contractor shall explain autopsy procedures and respond to questions during the autopsy.

- iv. Education: Contractor may provide education to autopsy attendees during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
- e. Laboratory Testing: Contractor shall order and pay for toxicological, bacteriological, serological, or similar testing studies from laboratories and professional consultants when reasonable or necessary to assist in determining cause and manner of death.
- f. Histology: Contractor shall cover histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- g. Transcription: Contractor shall provide any necessary transcription services.
- h. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours. Any medical examiner investigators providing services under this Agreement shall be employees or contractors of Contractor. Contractor shall be responsible for the cost of such investigative services as are necessary under this Section.
- i. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
 - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable case number.
 - ii. Date external examination concluded or date and time of autopsy.
 - iii. Description of external examination of individual/records.
 - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.
 - v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.

- vi. Any other information required by applicable state /federal laws or regulations.
- vii. Signature of forensic pathologist licensed to practice medicine in the State of Michigan. Board certified forensic pathologists will be made available for prosecutable cases.
- j. Transportation: Contractor shall perform and provide all transportation associated with cases associated with the death at Contractor's expense. It is the intention of contractor to use Contractor's own medical transport vehicle.
- k. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with MCL 52.205a or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.
- l. County Committee Meetings: Contractor shall attend and provide coordination for meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.
- m. Business Meetings: Contractor shall attend meetings that are related to legal or public health functions. County shall schedule no more than one such meeting per month through the Contractor's main office.
- n. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination. The County will not be liable for any fees associated with testimony or deposition services.
- o. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the Gift of Life; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the Medical Examiner.
- p. Staff Training: Contractor shall provide education and training services for law enforcement, EMS, and/or other personnel as may be mutually agreed upon by Contractor and those agencies. Such services may include, but are not necessarily limited to, instructing personnel, particularly law enforcement, EMS and/or investigators, regarding medical safety issues or information required by the pathologist for effective evaluation of Medical Examiner cases and for their personal safety.
- q. Advice/Retention: Contractor shall follow the State of Michigan's Department of Health and Human Services policy on record and specimen retention.

- r. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by law enforcement and the courts, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.
 - s. Minimum Staffing: In order to adequately meet the County's forensic pathologist needs, Contractor shall maintain at least one forensic pathologist able to complete necessary autopsies and reviews within the time frames identified here.
 - t. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of law enforcement and the prosecutor regarding Medical Examiner activities.
 - u. Facility/Equipment: Contractor shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.
 - v. Operational Supplies: Contractor shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).
 - * w. Office/Clerical Staff: Contractor agrees to pay the cost of the administrative employee currently utilized by the Tuscola County Medical Examiner's Office for a period of three years from the initiation date of this contract. Such cost shall not exceed thirty percent (30%) of said employee's budgeted FTE cost and shall be paid by Contractor to the Tuscola County Health Department ("TCHD"), pursuant to the terms of a separate agreement between Contractor and TCHD.
 - x. Laboratory Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
 - y. Histology Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
 - z. Forensics Contractors: Contractor shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary.
 - aa. Specimen/Tissue Storage: Contractor shall provide for the storage of specimens and tissue samples that Contractor considers necessary to retain as evidence or for further testing.
2. Responsibilities of County: County shall have the following responsibilities under the Agreement:
- * a. Office/Clerical Staff: County shall make available to Contractor a single administrative employee to be utilized for any/all applicable Contractor services



during no less than thirty percent (30%) of such employee's regular full-time working hours. Such administrative employee may be asked to handle issues outside of Tuscola County as it directly relates to Contractor's provision of services under this Agreement.

- b. Additional Pathologists: County shall provide direct payment to additional pathologists and/or other personnel that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident, if Contractor is unable to provide said services.

Exhibit B Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the various Michigan labor and employment statutes.
- b. Workers Compensation insurance with statutory limits as required by Michigan law.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by various Michigan labor and employment statutes, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$3,000,000 General Aggregate; \$3,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- e. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form

contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

- f. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance:* Certificate of Insurance.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Medical Examiner and Forensic Pathology Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Tuscola, its Officers, Agents and Employees.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



3

SCRAP TIRE CLEANUP GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND TUSCOLA COUNTY RECYCLING

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division (MMD) ("State"), and Tuscola County Recycling ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Part 169, Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Legislative appropriation of Funds for grant assistance is set forth in Public Act 57 of 2019. This Agreement is subject to the terms and conditions specified herein.

Project Name: Tuscola County Recycling

Project #:

Amount of grant: \$22,000.00

% of grant state 100 /% of grant federal 0

Amount of match: \$0 = 0%

Project Total: \$22,000.00 (grant plus match)

Start Date: (date executed by EGLE): _____

End Date: 12/31/2020

GRANTEE CONTACT:

Mike Miller

Name/Title

Tuscola County Recycling

Organization

1123 Mertz Road

Address

Caro, Michigan 48723

Address

989-672-1673

Telephone number

Fax number

recycle@tuscolacounty.org

E-mail address

STATE'S CONTACT:

Joseph Simon, Grant Analyst

Name/Title

Resource Management Group - MMD

Division/Bureau/Office

P.O. Box 30241

Address

Lansing, Michigan 48909-7741

Address

517-284-6502

Telephone number

517-373-4797

Fax number

EGLE-ScrapTire@Michigan.gov

E-mail address

Federal ID number - (Required for Federal Funding)

Grantee DUNS number - (Required for Federal Funding)

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Jack Schinderle, Division Director, MMD

Name/Title

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) All products shall acknowledge that the project was supported in whole or in part by the Scrap Tire Cleanup Program, EGLE, per the guidelines provided by the program.

(D) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other

personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the

State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under State or federal antitrust statutes; or
 - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT SPECIFIC REQUIREMENTS – APPENDIX A

PROJECT LOCATION AND SCOPE

The project must be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2019-2020 Scrap Tire Cleanup Program Grant Application.

GRANTEE REIMBURSEMENT

The Grant Amount shall not exceed \$22,000.00, and the Grantee will be reimbursed as specified below, **NOT TO EXCEED ACTUAL COSTS INCURRED BY THE GRANTEE**. All other costs associated with the removal of scrap tires, including labor costs, and additional charges for roll-off boxes and dump trailers, etc. are the responsibility of the Grantee.

The State shall reimburse the Grantee the actual cost, up to \$1,000.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), \$2.00 per additional PTE in excess of 500 PTE, not to exceed \$2,000.00 for a full semi-trailer with over 1,000 PTE. *It should be noted that empty semi-trailers are not eligible for reimbursement under the grant program*. This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

The State shall also reimburse actual scrap tire transportation costs not to exceed \$1.00 per mile if the collection location is over 100 miles from the processor's location for sites that applied for transportation costs and were approved. The first 100 miles of transportation are covered under the existing semi-trailer reimbursement rate. The combined cost of reimbursement for scrap tire and transportation shall not exceed the approved grant amount.

Tires generated by a business or a commercial farm are not eligible to received funding under this program and will not be reimbursed. If business or farming tires are accepted at the community cleanup or collection event, the cost for disposal/recycling will be the responsibility of the grantee. Use of grant funding to pay for ineligible activities (i.e. disposal of business or commercial agricultural tires) may result in non-reimbursement of grant funding and may also restrict the grantee from receiving future funding.

GRANT REIMBURSEMENT PROCESS AND GRANTEE REPORTING REQUIREMENTS

The Grantee must first pay the Processor for work completed and then seek reimbursement from the State. If the Grantee is not financially able to pay the Processor prior to seeking reimbursement from the State, then the Grantee may assign its grant payment(s) to the Processor pursuant to Section VII, Assignability, of this Agreement. If the Grantee assigns payment(s) to the Processor, and any payment is intercepted by the Michigan Department of Treasury due to Grantee's outstanding debt to the State of Michigan, then the Grantee is responsible for paying the Processor directly for the outstanding balance due the Processor.

The Grantee shall maintain an accurate count of the number of scrap car tires and scrap truck tires, and oversized tires removed from the site. **The Grantee is responsible for submittal of a COMPLETE Scrap Tire Transportation Record (EQP 5128)**. Submittal of incomplete transportation records will delay reimbursement.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the Processor or End-User, as applicable, a copy of the Processor invoice(s) and all scrap tire manifests signed by the Grantee, the Processor, and the End-User. Payment reimbursement requests shall be sent to: EGLE-ScrapTire@Michigan.gov

Within 30 days of the date that the last scrap tire covered by this Agreement was removed from the site, the Grantee shall submit the final request for payment accompanied by a Final Project Report, which summarizes the project.

PROCESSOR AND END-USER REQUIREMENTS

Any tire processor utilized by the Grantee shall be a Michigan-based Scrap Tire Processor (Processor). Refer to Section VIII, Subcontracts, for requirements regarding subcontractors.

The State may approve a written request from the Grantee to change the approved Processor(s) and/or approved Scrap Tire Material End-User (End-User) or End-Users identified in this Agreement.

UNUSABLE TIRES

The State may approve a request from the Grantee to replace an approved End-User with a sanitary landfill, licensed under Part 115, Solid Waste Management, of the NREPA. Such a request may be approved if certain scrap tires covered under this Agreement are in such a condition that the approved Processor would not be able to process the scrap tires into a form acceptable to the approved End-User or if due to decreased end-use market availability another viable end-use market cannot be located. Any Grantee wishing to deliver scrap tires to a landfill after proper size reduction, must contact EGLE for approval. Whole motor vehicle tires are prohibited from being disposed of in a landfill. Reimbursement for landfilling of unusable tires shall not exceed the per tire amount authorized by this Agreement.

NOTIFICATION OF DELAYS

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

PROJECT COMPLETION

The State will make final payment after the project is complete. Project completion means all of the following:

- (A) All scrap tires covered by this Agreement have been removed from the site and delivered to the End-User identified in this Agreement by the Processor identified in this Agreement.
- (B) The Grantee has submitted the final Request for Payment form, including all supporting financial documentation, all complete scrap tire transportation records signed by the Grantee, the Processor, and the End-User, indicating the total number of scrap car tires, scrap truck tires and oversized tires removed from the site.
- (C) The Grantee has notified the State that the site is clear of all scrap tires and rims covered under this Agreement.
- (D) The Grantee has provided a Final Project Report that summarizes the project including pertinent dates of events, number of participants, tires collected, pictures (if available), and any other information showing how your project was successful.

The State shall make a determination of project completion based on all of the following:

- (A) A review of the project file, including all Request for Payment forms, all supporting financial documentation, all scrap tire manifests, and all reports submitted by Grantee, Processor and End-User, to verify that the requirements of this Agreement have been met and that the reimbursement amounts are correct.

(B) A site inspection to determine the number of tires, if any, remaining on the site and to verify that the requirements of this Agreement have been met.

COMMUNITY CLEANUP ADDITIONAL REQUIREMENTS

Grants awarded to communities for the purpose of conducting community clean up days must adhere to the following requirements as outlined in the Application:

(A) The Grantee must have the scrap tires disposed of as soon as possible, preferably the same day as the cleanup day or next business day, unless collecting tires to coordinate a regional pickup by the hauler. The maximum time tires can be at a collection point is one week.

(B) If the Grantee is coordinating with other Grantees in the region, each Grantee can store for up to one week all the collected scrap tires at a collection point to coordinate a regional pickup by the hauler.

(C) The Grantee must notify the Scrap Tire Program Coordinator (via EGLE-ScrapTire@Michigan.gov) of each upcoming collection/cleanup event scheduled under the grant. This can include newsletters, flyers, web or any other utilized media.

(D) The Grantee is required to provide recognition of the Scrap Tire Cleanup Grant funding as it relates to their individual project (sample language and logos are available upon request).

200000000141

**Michigan Agriculture Environmental Assurance Program
Clean Sweep Program**

Grant Agreement

Between

Michigan Department of Agriculture and Rural Development

and

County of Tuscola, Board of Commissioners

October 1, 2019 – September 30, 2020

Michigan Department of Agriculture and Rural Development
Michigan Agriculture Environmental Assurance Program
Clean Sweep Program

By authority granted under Act No. 65 of the Public Acts of 2019, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the County of Tuscola, Board of Commissioners (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$25,000.00.

The grant shall be effective from October 1, 2019 through September 30, 2020.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. If the Grantee requires an extension, the Grantee should contact the Grant Administrator as soon as it is evident an extension is needed. Any request for extension must be made to the Grant Administrator in writing before the expiration of the grant.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

Dated this _____ day of _____, 2019

Thomas Bardwell, Chairman
County of Tuscola, Board of Commissioners

Dated this _____ day of _____, 2019

James Johnson, Director
Environmental Stewardship Division

**Michigan Department of Agriculture and Rural Development
Grant Agreement**

TITLE: Michigan Agriculture Environmental Assurance Program (MAEAP) Clean Sweep Program

GRANTEE/ADDRESS: Mike Miller
County of Tuscola, Board of Commissioners
1123 Mertz Road, Suite 1
Caro, Michigan 48723
Phone: 989-672-1673
Fax: 989-672-3868
E-mail: recycle@tuscolacounty.org

**GRANT ADMINISTRATOR/
ADDRESS:** Carrie Fidler
Michigan Department of Agriculture &
Rural Development
Environmental Stewardship Division
P.O. Box 30017
Lansing, Michigan 48909
Phone: 517-284-5614
E-mail: fidlerc@michigan.gov

**TOTAL AUTHORIZED
BUDGET:** \$25,000.00

GRANT NUMBER: 200000000141

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

C. Grant Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

1. Changes in substance in the program activities.
2. Additions or deletions in the project work plan or location.
3. Any single or cumulative change in the budget of 20% or more of the grant amount.

D. Regulation Compliance

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, *et seq.* Any breach of this

covenant may be regarded as default under Section J and grounds for cancelling the Grant Agreement.

F. Unfair Labor Practices

Pursuant to Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*, the State of Michigan (the State) shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322.

Grantee shall not enter into a contract for the performance of this grant with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Grantor may void this Agreement if, subsequent to entering this Agreement, the name of the Grantor or the name of any of Grantor's subcontractors, manufacturers or suppliers appears in the register.

G. Liability Insurance

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

H. Indemnification

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

I. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

J. Cancellation

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by

the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the services specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

K. Electronic Funds Transfer

In accordance with Act No. 207 of the Public Acts of 2004, payments under this Grant Agreement must be processed by electronic funds transfer (EFT). Grantees are required to register to receive payments by EFT at the SIGMA website: <https://sigma.michigan.gov/webapp/PROV552X1/AtISelfService>.

L. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

II. SPECIAL TERMS AND CONDITIONS

A. Statement of Purpose

The purpose of this grant is to provide funding support for pesticide collection and disposal.

B. Statement of Work

The Grantee shall accept pesticides from any end-user of pesticides that resides in the State of Michigan.

1. End-users of pesticides shall not be charged for disposal costs for those billed to this grant.
2. User fees, when charged, shall be charged uniformly without regard to the residence of the end user or the amount of pesticides presented for disposal.
3. End-users of pesticides shall enjoy equal access to the Grantee's pesticide collection program and facility without regard to the residence of the end-user.
4. Agribusinesses may present pesticides for disposal with advanced approval from the Grantee and the Grantor. The business must submit a detailed inventory listing amounts of pesticides collected by EPA Registration Number, weight, and volume.
5. The Grantee is responsible for reporting the weight of pesticides and the tare weight of barrels, flex bins, packaging, and other containers and materials used to package pesticides for disposal. The Grantee will clarify in the contract with their disposal vendors to collect this information, as necessary.

C. Budget

This is a cost reimbursement grant funded with state restricted funds from the Freshwater Protection Fund. Costs may include:

- Pesticide disposal
- Waste hauler fees (reimbursement not to exceed \$1.65 per pound)
- On-site handling and labor costs
- Packaging materials
- Transportation costs
- Relevant training costs - registration fee only

The budget may not exceed \$25,000.00.

D. Payment Schedule

Payments will be made available upon receipt of reports as defined in Section II.F.

Grantee will be reimbursed for the disposal costs of pesticides and associated expenses, up to the amount indicated on disposal vendor invoices.

E. Audit

The project will be subject to audit by the state who may review the adequacy of the financial management/reporting system during, or at any time subsequent to, the award.

F. Reporting

The Grantee shall submit program data and requests for reimbursement to MDA-ESD-Grants@michigan.gov with a copy to the program manager at EatonA@michigan.gov.

1 Requests for reimbursement are due quarterly:

- January 7, 2020
- April 7, 2020
- July 7, 2020
- October 5, 2020

Requests may be submitted more frequently as collection events occur.

The final billing must be submitted no later than October 5, 2020. If a vendor invoice(s) for final collection is not yet available, an estimate of final costs, based on pounds collected, must be submitted by this date

If there is no program activity to report for a quarter, the Grantee must notify the Grantor via MDA-ESD-Grants@michigan.gov and EatonA@michigan.gov.

2. Each request for reimbursement shall include:

- a. MDARD Clean Sweep Request for Reimbursement Form itemizing reimbursement for each collection site.
- b. Itemized vendor invoices with pesticides clearly identified. The vendor invoices shall summarize the total tare weight of pesticides collected and the weight of containers and packaging used by the vendor to dispose of pesticides.
- c. A summary of the types and amounts of pesticides collected by EPA Registration Number, weight, and volume if collecting from a business.
- d. Hazardous waste transportation manifest.



Village Of Millington

8569 State St - P.O. Box 261 - Millington, MI 48746

Phone: (989)871-2702 - Fax: (989)871-5517 - Email: vom_clerk@millingtonvillage.org

October 17, 2019

Tuscola County Clerk's Office
Attn: Jodi Fetting
440 N. State St
Caro, MI 48723

Dear Jodi,

Attached please find a petition to the Board of Commissioners requesting a hearing to annex into the Village of Millington, from Millington Township, Parcel #017-009-000-3300-00 property of the Millington Amish Church. At the request of the Amish Bishop and Minister, the Village has agreed to annex the above property into the Village so the church may hook into the Village water and sewer system.

Also attached, please find the resolution that the Village Council has adopted allowing for the annexation, copy of the letter from the church Bishop requesting the annexation and a copy of the Village Council minutes. Also attached is a map showing the parcel and description.

Please inform us when a hearing has been set so that we may post the hearing in the paper three times prior to the meeting.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Kaylene Long". The signature is written in dark ink and is positioned above the printed name.

Kaylene Long
Village of Millington Clerk

PETITION
VILLAGE OF MILLINGTON

The Village Council of the Village of Millington, Tuscola County, Michigan, having heretofore adopted a resolution determining the desirability of annexing to the Village of Millington, Tuscola County, Michigan, the following described lands located in the Township of Millington, to-wit:

Property Description at 017-009-000-3300-00

MILL-9-204D SEC 9 T10N R8E COM 913.8 FT S OF NW COR OF SE ¼ OF NW ¼, TH ELY TO W LN OF HWY M-15 TO A PT THAT IS 975 FT S OF N LN OF SE ¼ OF NW ¼, TH SLY ON M-15 112 FT, TH WLY TO W LN OF SE ¼ OF NW ¼ TO A PT THAT IS 104 FT S OF POB, TH N TO POB. 1.13 A


Pursuant to Section 6, Chapter 14, Act 3 of 1895 of the Public Acts of the State of Michigan (MCL 74.6; MSA 5.1470) petitions the Board of Commissioners, Tuscola County, Michigan, to order the annexation in accordance with the resolution and this petition. A copy of the resolution is attached and made a part hereof.


The reasons for the annexation are fully set forth in the resolution of the Village Council of the Village of Millington, Tuscola County, Michigan, attached hereto. The annexation is necessary to allow the Millington Amish Church to access public services, such as sanitary sewer and water that is currently allowed to Village residents within the Village of Millington's village limits

Petitioner prays that the Board of Commissioners set a date for the hearing of this petition and that on the date of the hearing of the petition, the Board of Commissioners order and determine that the annexation, as proposed, be approved and the land above described be annexed and be incorporated within the corporate limits of the Village of Millington, Tuscola County, Michigan.

Signed at Village of Millington Council Chambers, Michigan, this 14th day of October, 2019.

VILLAGE COUNCIL OF THE VILLAGE OF MILLINGTON


Village President


Village Clerk

Resolution to Approve the Annexation of
Parcel No. 017-009-000-3300-00, located at 8210 State Street
Millington, MI 48746 into the Village of Millington

WHEREAS, Omer Miller, Harley Lambright and Wilbur Hochste have petitioned the Village of Millington to have the property, whose boundaries are contiguous to the Village, annexed to the Village. The purpose for this request is to obtain public services, such as sanitary sewer and water, presently available to residents of the Village.

WHEREAS, the Village Council considers approval of said request to be in the best interest of the residents of the Village as well as the petitioners.

Now, **THEREFORE**, Be it Resolved that the Village Council of the Village of Millington in a regular meeting as follows:

1. That the Village Council of the Village of Millington, Tuscola County, Michigan, does hereby petition the Board of Commissioners of the County of Tuscola to annex to the Village of Millington the following described lands:

Property Description at 017-009-000-3300-00

MILL-9-204D SEC 9 T10N R8E COM 913.8 FT S OF NW COR OF SE ¼ OF NW ¼,
TH ELY TO W LN OF HWY M-15 TO A PT THAT IS 975 FT S OF N LN OF SE ¼ OF
NW ¼, TH SLY ON M-15 112 FT, TH WLY TO W LN OF SE ¼ OF NW ¼ TO A PT
THAT IS 104 FT S OF POB, TH N TO POB. 1.13 A

2. That the President and the Clerk of the Village of Millington are authorized to sign a petition directed to the Board of Commissioners of Tuscola County and to attach a copy of this resolution to the petition, said petition requesting that the Board of Commissioners hold a hearing and take action on the petition as prayed for in the petition.

Motion made by Maxfield, Supported by Bonadurer, motion passed to approve Resolution 2019-10 Approving the Annexation of Parcel #017-009-000-3300-00 into the Village limits.

Yea: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough
Nay: None
Abstain: None
Absent: Bassett

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the Village Council of the Village of Millington held in the Village Council Chambers, Tuscola County, Michigan 14th day of October, 2019.



Kaylene Long, Village Clerk

Millington Amish Church
8440 State St
Millington, MI 48746

September 26, 2019

Village of Millington
8569 State Street
P.O. Box 261
Millington, MI 48746

Dear Village Council,

We purchased two parcels, a lot behind and the building just north of Frankemuth Credit Union from Priebe Enterprise. Parcel #041-009-001-3300-02 is behind FCU and lies within the Village limits. Parcel #017-009-000-3300-00, located at 8210 State Street, is the parcel that the building sits on, and is in the Township limits. The building will become our school and church. We are aware that the septic has issues and will not be able to sustain a church and school.


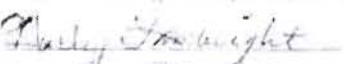
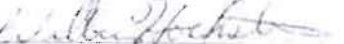
We are requesting to annex into the Village, Parcel #017-009-000-3300-00, located at 8210 State Street Millington, MI 48746, Tuscola County and be hooked up to the Village water and sewer system.

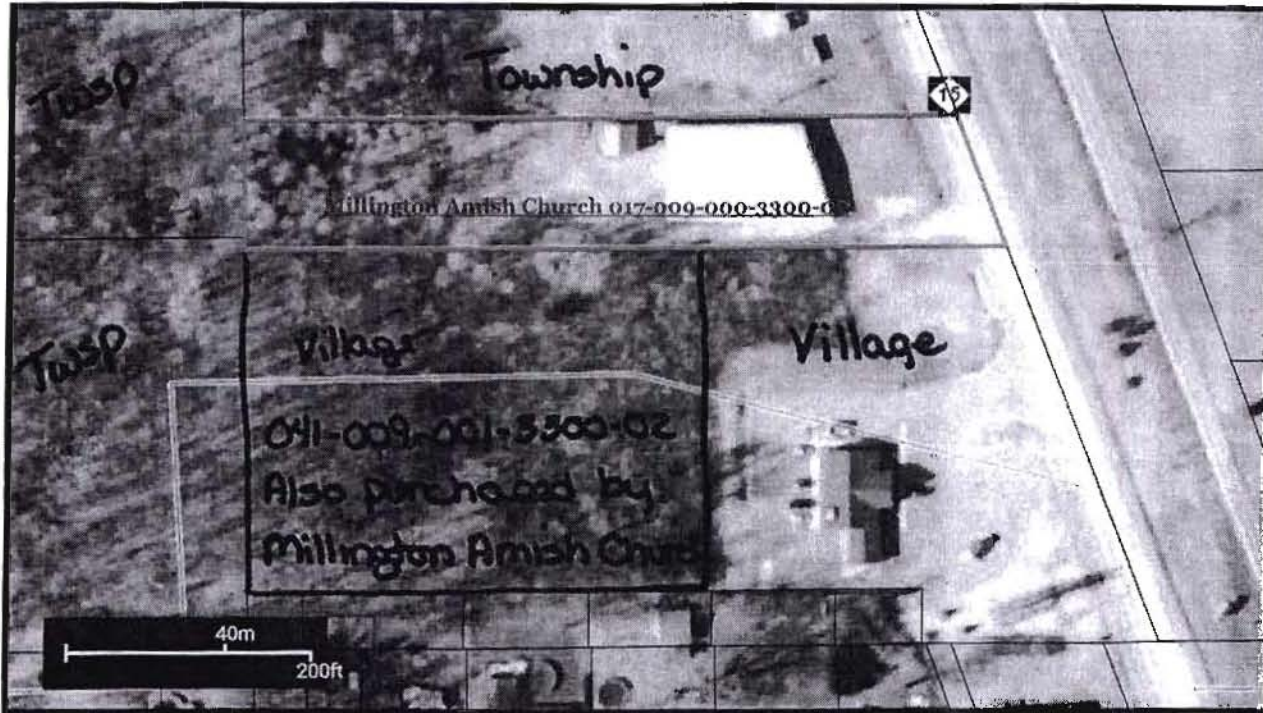
Legal Description of Parcel #017-009-000-3300-00

MILL 9-204D SEC 9 T10N R8E COM 913.8 FT S OF NW COR OF SE ¼ OF NW ¼, TH ELY TO W LN OF HWY M-15 TO A PT THAT IS 975 FT S OF N LN OF SE ¼ OF NW ¼, TH SLY ON M-15 112 FT, TH WLY TO W LN OF SE ¼ OF NW ¼ TO A PT THAT IS 104 FT S OF POB, TH N TO POB 1.13 A

The purpose of this annexation is to supply the property with water and sewer service, and to develop this previously vacant land and building.

Church representatives:

 Bishop
 Minister
 Lay member



Property Address

8210 STATE RD
MILLINGTON, MI, 48746

Owner Address

MILLINGTON AMISH CHURCH	Unit:	017
--	Unit Name:	MILLINGTON TWP
8210 STATE RD		
MILLINGTON, MI 48746		

General Information for 2019 Tax Year

Parcel Number:	017-009-000-3300-00	Assessed Value:	\$6,400
Property Class:	301	Taxable Value:	\$6,400
Class Name:	301 INDUSTRIAL	State Equalized Value:	\$6,400
School Dist Code:	79100		
School Dist Name:	79100 MILLINGTON SCH		

PRE 2018: 0%

PRE 2019: 0%

Prev Year Info

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2018	\$6,600	\$6,600	\$6,600
2017	\$6,600	\$6,600	\$6,600

Land Information

Acreage: 0

Zoning:

Legal Description

MILL-9-2040 SEC 9 T10N R8E COM 913.8 FT S OF NW COR OF SE 1/4 OF NW 1/4, TH ELY TO W LN OF HWY M-15 TO A PT THAT IS 975 FT S OF N LN OF SE 1/4 OF NW 1/4, TH SLY ON M-15 112 FT, TH WLY TO W LN OF SE 1/4 OF NW 1/4 TO A PT THAT IS 104 FT S OF POB, TH N TO POB: 1.13 A.

Sales Information

Sale Date: 08-30-2019

Sale Price: 0

Instrument: WD

Grantor: PHAT ENTERPRISES INC

Grantee: PRIEBE ENTERPRISES

Terms of Sale: TO BE DETERMINED

Liber/Page: 1431/1383

Sale Date: 08-30-2019

Sale Price: 0

Instrument: WD

Grantor: PRIEBE ENTERPRISES

Grantee: MILLINGTON AMISH CHURCH

Terms of Sale: TO BE DETERMINED

Liber/Page: 1431/1385

Sale Date: 12-15-2009

Sale Price: 73000

Instrument: WD

Grantor:

Grantee:

Terms of Sale: WARRANTY DEED

Liber/Page: 01190.0169

Sale Date: 12-15-2009

Michigan Department of Treasury
2766 (Rev. 08-16)

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 8210 State Rd, Millington, MI 48746; V/L State Road, Millington, MI 48476	2. County Tuscola	3. Date of Transfer (or land contract was signed) August 30, 2019
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village Township of Millington	5. Purchase Price of Real Estate \$190,000.00	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 79-017-009-000-3300-00, 79-041-009-001-3300-02	8. Seller's (Transferor) Name Priebe Enterprises, LLC, a Michigan limited liability company	
	9. Buyer's (Transferee) Name and Mailing Address Millington Amish Church 3452 Millington Rd. Millington, MI 48746	
	9. Buyer's (Transferor) Telephone Number	

Items 10-16 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See Page 2 for list.

Land Contract Lease Deed Other (specify)

11. Was this property purchased from a financial institution? Yes No

12. Is the transfer between related persons? Yes No

13. Amount of Down Payment

14. If you financed the purchase, did you pay market rate of interest? Yes No

15. Amount Financed (Borrowed)

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption that you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

RECEIVED
SEP 6 2019
MILLINGTON TWP.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members (see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate of life lease retained by transferor (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stocks
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify:

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name: **OMER MILLER**

Signature: *Omer Miller* Date: **8/30/19**

Name and Title of Signer (if other than the owner): Daytime Phone Number: E-mail Address:

**Village of Millington
Regular Council Meeting
Monday, October 14, 2019**

Roll Call

Present: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

Absent: Bassett

Attending: Ratza, Oliver, Long

Others: Theron Nesbitt, Brian Steckroth, Zack Robinson, Mark Jensen

Call to Order:

The meeting was called to order by President Reinert in the Village Council Chambers at 6:00 p.m.

All recited the Pledge of Allegiance.

Accept the Minutes

1. Germain moved, Maxfield seconded, **PASSED** the motion to accept the minutes as printed for the **September 9, 2019 Regular Council Meeting Minutes**.
6 yeas 0 nays 0 abstain

Department Reports:

Public Works: *Mr. Ratza reported that they have been busy. The DPW had a water main break on Main Street caused by the fire department shutting down the hydrant to fast. The DPW are discharging Cell 3 and plan to do all of them this year. Mr. Ratza has not heard from Dixon about the water tower inspection yet. He discussed the valve that is stuck at the arsenic plant which will need to be fixed.*

Slough moved Beam seconded **PASSED** the motion to accept the DPW Report as printed.
6 yeas 0 nays 0 abstain

Police Department: *Chief Oliver reported that they had a couple of overdoses. Officer Mitin's body camera is not holding a charge, Chief Oliver will be sending it in for repair. He reported that the 2018 Tahoe needs new tires and has a quote from J&C for \$570.00.*

Maxfield moved Bonadurer seconded **PASSED** the motion to allow the purchase of new tires for the 2018 Tahoe at a cost of \$570.00 and to do a budget adjustment to account #661-301.000-931.000 for \$570.00.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

Maxfield moved Germain seconded **PASSED** the motion to accept the Police Report as printed. 6 yeas 0 nays 0 abstain

Zoning Report: *None given.*

Correspondence: None

Bills:

Slough moved Beam seconded **PASSED** the motion to pay the bills for October 2019 as printed.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

Treasurer's Report:

Maxfield moved Slough seconded **PASSED** the motion to accept the September Treasurer's Report as printed.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

Public Comment:

Theron Nesbitt discussed projectors vs. using a smart TV for viewing documents.

Old Business:

1. Insurance Quotes

Mr. Steckroth from MML spoke about Meadowbrook insurance.

Mr. Robinson thanked the council for allowing them to bid on the Village insurance.

Maxfield moved Germain seconded **PASSED** the motion to accept the insurance bid from MML/Meadowbrook for the 2019/2020 year.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

2. Property by Water Tower was discussed and tabled.

New Business

1. Resolution to annex parcel to village - 2019-10

Maxfield moved Bonadurer seconded **PASSED** the motion to Annex Parcel #017-009-000-3300-00 located at 8210 State Street into the Village for the Amish school and church and allow them access to the water and sewer system.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

2. Arsenic Plant - valve

Mr. Ratza discussed this and will be discussed further once more information about exactly what needs to be done is obtained.

3. Spring Cleanup - set dates - May 11-22

Slough moved Bonadurer seconded **PASSED** the motion to set the Spring Cleanup dates for May 11th - 22nd, 2020. 6 yeas 0 nays 0 abstain

4. Blue Care Network Renewal

Slough moved Germain seconded **PASSED** the motion accept the Blue Care Network Renewal for 2020 for the Blue Care Network HMO HSA Gold plan.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

Slough moved Maxfield seconded **PASSED** the motion set the Village Contribution for the employee's health savings accounts at \$3000.00 for couples/families and \$2200 for Dan Kilmer.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

5. Set annual meeting for Monday January 27, 2020 @ 6:00 p.m.

Slough moved Maxfield seconded **PASSED** the motion to set the annual meeting between the Council, DDA and Planning Commission for Monday January 27, 2020 at 6:00 p.m.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

6. Municode – add zoning ordinance

Slough moved Maxfield seconded **PASSED** the motion to accept the Municode proposal of \$5770.00 for adding the zoning ordinance into the searchable database.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

7. Resignation of Scott Wegryzn from the DDA and appoint Lori Holtsberry as the DDA Treasurer.

Slough moved Bonadurer seconded, **PASSED** the motion to accept with regrets, the resignation of Char Prell from the Millington DDA. **6 yeas 0 nays 0 abstain**

Maxfield moved Slough seconded **PASSED** the motion to accept with regrets and thankfulness for his service, Scott Wegryzn's resignation from the DDA and to remove Scott Wegryzn as a check signer for the Millington DDA.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

8. Resolution giving Authority to sign checks for DDA 2019-11

Maxfield moved Beam seconded **PASSED** the motion to adopt Resolution 2019-11 giving Authority to Lori Holtsberry, Pat Wood and Rick Watkins to sign checks for the Millington DDA.

6 yeas 0 nays 0 abstain Roll Call: Beam, Bonadurer, Germain, Maxfield, Reinert, Slough

Adjournment:

Slough moved, Maxfield seconded **PASSED** the motion to adjourn the meeting at 7:28 p.m. **6 yeas 0 nays 0 abstain**

The next Regular Council Meeting will be on November 11, 2019 at 6:00 p.m.

Respectfully submitted,
Kaylene Long
Village Clerk



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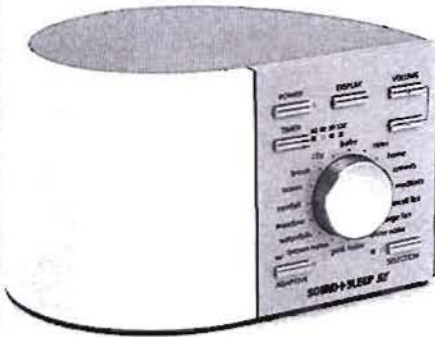
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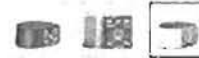
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Application

Return a signed copy of the *Application for Additional Service Credit Purchase* within 2 months of the effective date listed on your calculation.

- Signatures required: You and an Authorized Official (contact your HR department with questions)



Payment

Payment in full as determined on the *Application for Additional Service Credit Purchase*

Accepted forms of payment:

DIRECT ROLLOVER	CHECK	ELECTRONIC / WIRE TRANSFER
<p>You must first contact the other plan to determine if their rules allow for distribution of your funds for a Service Credit Purchase and to determine how to initiate a rollover.</p> <p>Return a complete copy of <i>MERS Certification of Qualified Fund Rollover to MERS</i> (form F-38) signed by you and the plan administrator.</p> <p>Examples of eligible plans:</p> <ul style="list-style-type: none"> • 401(a) - Defined benefit contributions • 401(k) plans • 403 TSA - tax sheltered annuity • 408 - Traditional IRA's (excludes Simple IRA's) • Governmental deferred compensation plans [457 (b)] <p>Rollover amount received by MERS must be for the exact dollar amount listed on the <i>Application for Additional Service Credit Purchase</i>.</p>	<p>Can be drafted from your Employer's account or be a direct payment from your personal account.</p> <p>Check must be made payable to "MERS of Michigan" and indicate Service Credit Purchase (SCP) in the memo field.</p>	<p>Please notify MERS of the amount and where the funds are coming from.</p> <p>800.767.6377</p> <p>Instructions:</p> <p>State Street Bank and Trust Company Boston, MA</p> <p>ABA #: 0110-0002-8</p> <p>DDA #: 0038-286-1</p> <p>Public Funds/State St/MSZD Attn: Mary Ellen MacDonald Ref: Michigan MERS Fund # MSZD [include participant name]</p>



Before purchased service is applied to your account, MERS must receive all required documents and payment. You will receive a confirmation letter when the purchased service is posted.

THUMB AREA REGIONAL
COMMUNITY CORRECTIONS ADVISORY BOARD
SERVICE AGREEMENT

For
TUSCOLA COUNTY COMMUNITY CORRECTIONS SERVICES

This Service Agreement is entered into on the 1st day of October 2019, by and between the
Thumb Area Regional Community Corrections Advisory Board and Tuscola County.

It is agreed between the parties as follows:

Tuscola County will provide Gatekeeper Services (125) as approved within the applicable grant award approved by the Michigan Department of Corrections – Office of Community Corrections. All services must be provided in accordance with PA 511 (1988)

The County shall use the following funds to operate the aforementioned program and service based on the grant award for the period from October 1, 2019 to September 30, 2020

Gatekeeper Services (125)	\$1,884.00
Total	\$1,884.00

Tuscola County may use the funds to pay staff, contractors, suppliers and other such vendors as deemed appropriate to operate the above listed programs. Tuscola County agrees to follow all State guidelines, restrictions and contractual obligations placed on Community Corrections Funds by the State of Michigan. In the event that the State of Michigan determines that expenditures were inappropriate and subject to reimbursement of the State, Tuscola County agrees to be responsible for the replacement of the disallowed expended funds.

Tuscola County agrees to provide appropriate statistical and narrative reports on program performance, as determined by the Thumb Area Regional Community Corrections Advisory Board.

Invoices for Tuscola County expenses must be submitted to The Thumb Area Regional Community Corrections Advisory Board by the tenth day of each calendar month. Actual costs will be reimbursed as soon as prudently possible due to economic circumstances created by a delay in payments and pass through from the State up to an allocated maximum annualized amount of \$1,884.00.

It is understood by both parties that this program is currently funded exclusively by PA 511 funding provided through the FY 2020 Thumb Area Regional Community Corrections Advisory Board Application for Community Corrections Funds.

It is understood that the Michigan Office of Community Corrections funds referred to above can be used to match or leverage other funds for this program should such funds be identified. The use of the funds must be cleared with all signatories prior to their use in this manner. The Thumb Area Regional Community Corrections Advisory Board reserves the right to re-negotiate the use of such funds in future years.

Data entry activity shall be provided by Tuscola County as outlined and not to exceed the funding levels provided in the Thumb Area Regional Community Corrections Advisory Board Service

Agreement. Data entry shall be provided for the following programs: Substance Abuse Outpatient Services (G18), DDJR – Intensive Outpatient (Z01), DDJR 5 Day Housing (Z02) Cognitive Change - Thinking Matters Program (C01), Employability Skills (B15), and Opiate Specific Program (G00).

The financial, data, and programmatic reporting requirements of the Agreement between the State of Michigan Department of Corrections and Lapeer County shall be incorporated herein. All services will be provided in accordance with the existing contractual agreement between Lapeer County and MDOC – Office of Community Corrections.

Any of the parties of this agreement may terminate the agreement by providing written notification to the other parties of its intent to do so thirty days prior to the actual date of termination.

The individual provisions of this agreement are severable. If any of the provisions are found to be in violation of State law, the remaining provisions shall remain in effect.

This agreement shall automatically terminate on September 30, 2020

_____	_____	_____	_____
Chairperson – Board of Commissioners	Date	Witness	Date

_____	_____	_____	_____
Chairperson – Board of Commissioners	Date	Witness	Date

_____	_____	_____	_____
Regional Coordinator - Thumb Area Regional CCAB	Date	Witness	Date

ORIGINAL TO County Clerk
 COPY TO Equalization Department
 COPY TO Each Township or City Clerk

2019 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2019)
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County		2019 Taxable Value of All Property on the Line as of 5-27-17											
Local Government Unit		For LOCAL General Purpose 2019 Taxable Value excluding Fireplaces, Qualified Agricultural and Qualified Forest Industrial Personal and Commercial Personal Property											
Tuscola County		1,850,606,384											
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)		
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc.	2018 Millage Rate Permanently Reduced by MCL 211.34d	2019 Current Year Millage Reduction Fraction	2019 Millage Rate Permanently Reduced by MCL 211.34d	2019 Millage Rollback Fraction	2019 Maximum Allowable Millage Levy	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec 1	Expiration Date of Millage Authorized		
Alloc	Operating	Nov-64	4.2000	3.9141	1.0000	3.9141	1.0000	3.9141	3.9141	3.9141	Frozen		
Sp Voted	Bridge/Streets	Aug-16	0.4807	0.4807	1.0000	0.4807	1.0000	0.4807	0.4807	0.4807	Dec-23		
Sp Voted	Senior Citizens	Aug-17	0.3200	0.3200	1.0000	0.3200	1.0000	0.3200	0.3200	0.3200	Dec-24		
Sp Voted	Medical Care	Aug-18	0.2500	0.2500	1.0000	0.2500	1.0000	0.2500	0.2500	0.2500	Dec-28		
Sp Voted	Road Patrol	Aug-17	1.3300	1.3300	1.0000	1.3300	1.0000	1.3300	1.3300	1.3300	Dec-24		
Sp Voted	Roads/Streets	Aug-16	0.9657	0.9657	1.0000	0.9657	1.0000	0.9657	0.9657	0.9657	Dec-23		
Sp Voted	Mosquito	Aug-14	0.6316	0.6316	1.0000	0.6316	1.0000	0.6316	0.6316	0.6316	Dec-19		
Sp Voted	Recycling	Aug-16	0.1500	0.1500	1.0000	0.1500	1.0000	0.1500	0.1500	0.1500	Dec-24		
Sp Voted	Veterans	Feb-15	0.1700	0.1700	1.0000	0.1700	1.0000	0.1700	0.1700	0.1700	Dec-20		
Sp Voted	MSU Extension	Mar-16	0.1000	0.1000	1.0000	0.1000	1.0000	0.1000	0.1000	0.1000	Dec-21		

Prepared by: **Angie Daniels** Title: **Equalization Director** Date: **05/02/2019**

Certification: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31) and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24c and 211.34 and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.121(3)

Signature of Clerk: *[Signature]* Date: **5-16-19**
 Signature of Chairperson: *[Signature]* Date: **5-16-19**
 Signature of President: *[Signature]*

Under Truth in Taxation MCL Section 211.24c the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24d must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

IMPORTANT: See instructions on the reverse side regarding where to file the millage rate used in column 6c.

**TUSCOLA COUNTY
MOSQUITO CONTROL AND ABATEMENT
PROPOSAL**

Shall the previous voted increase in the tax limitation imposed under Article IX, Section 6, of the Michigan Constitution on general ad valorem taxes within Tuscola County, Michigan, be renewed at .6316 mills (\$.6316 for each \$1,000 of taxable value) for a period of six (6) years from 2014 to 2019, inclusive, to finance the control and abatement of mosquitoes in Tuscola County? If approved and levied in its entirety, this millage raises an estimated \$939,763.00 in the first calendar year after its approval. All revenue will be disbursed only to Tuscola County and shall be exclusively used for mosquito control and abatement services to property within Tuscola County. This is a renewal of a previously voter-approved authorization that will expire before the effective date of this authorization.

**TUSCOLA COUNTY
VETERANS MILLAGE PROPOSAL**

For the purpose of providing dedicated services to veterans of United States military and their dependents within the County of Tuscola ("County"), shall the County increase the limitation in the total amount of ad valorem taxes which may be imposed for all purposes upon real and personal property in the County, as provided in the Michigan Constitution of 1963, as amended, which would result in a new levy of 0.17 mills (\$0.17 per \$1,000) of taxable valuation, for a period of six (6) years, in the years 2015 to 2020, both inclusive? This levy is estimated to raise \$274,000 in the first year.

2020 Capital Improvement Budget

Capital Improvement Requests and Funding Recommendations

Requests		Recommended for Funding				Comments
Department Request	Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Equipment/Technology Fund 244	Recommended for Funding from Special Purpose Fund		
ANIMAL CONTROL	Lights	\$2,500	\$2,500			Department of Ag replacement Inspection
	Interior Doors	\$900	\$900			Department of Ag replacement Inspection
	Exterior Doors	\$16,324	\$16,324			Department of Ag replacement Inspection w/card access
	Medical Room - Shower	\$1,000	\$1,000			Department of Ag replacement Inspection
	Cat Room	\$5,000	\$5,000			? Inspection
	Pole Barn	\$55,000				\$55,000 Remove potential 2021 project
	Shed w/cement slab	\$12,000				\$12,000 Remove
	Window in office	\$2,500	\$2,500			Window to view incoming guests for security and customer service.
	Additional phone line	\$200			\$200	CenturyLink will install line, IT does not need to be involved.
BUILDING AND GROUNDS	Storage Building	\$400,000	\$400,000			Running out of space for court records and other county departments.
	Pool vehicle	\$30,000			\$30,000	Replacing 2001 vehicle that needs too much maintenance and not useable.
	Pool vehicle (IT)	\$30,000			\$30,000	County vehicle currently being used is rusted out and IT would like one for their own use.
	Animal Shelter Furnace and A/C Replacement	\$8,000		\$8,000		Current furnace and A/C systems are old and warn out.
	Health Dept. parking lot repairs	\$5,000	\$5,000			Deteriorating parking lot.
	Seal coat and line stripe Health Dept. parking lot	\$10,000	\$10,000			Regular maintenance.
	Seal Coat entrance Health Dept/DHHS/Dispatch buildings	\$2,000	\$2,000			Regular maintenance.
	Seal Coat DHHS North parking lot	\$1,000	\$1,000			Regular maintenance.
	Health Dept. parking lot drainage	\$9,000	\$9,000			Water problem that needs to be addressed and fixed.
	Retention Pond at Health Dept/DHHS/Dispatch repair	\$12,000	\$12,000			Parking Lot Drainage issue.
	Animal Shelter parking lot addition	\$24,000	\$24,000			Additional parking needed, currently parking on lawn
	Annex roof replacement	\$50,000	\$50,000			Leaking - Repairs needed

2020 Capital Improvement Budget

Capital Improvement Requests and Funding Recommendations

Requests		Recommended for Funding				Comments
Department Request	Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Equipment/Technology Fund - 244	Recommended for Funding from Special Purpose Fund		
CLERK	Copier					\$10,000 2019 Project
	Clerk Storage Cabinets	\$24,000	\$12,000		\$12,000	Possible use of CPL Fund for part of costs
	Time stamp	\$1,200		\$1,200		Current Date/Time stamp is needing to be replaced as it is to the point of unrepair, parts are difficult to obtain.
CONTROL	Purdy Building Stucco Repair	\$16,000	\$16,000			Damaged and deteriorating.
	Purdy Building Sign	\$1,600	\$1,600			Need sign to distinguish county building.
	Magistrate/Dist. Ct Windows	\$20,000	\$20,000			Replace old and damaged/weathered/leaking windows.
EMERGENCY SERVICES	Emergency Services Vehicle	\$46,000		\$46,000		Replace current truck that is wearing down.
IT	Purdy Building Paging System (phones)	\$5,220		\$5,220		Voice paging for entire building to notify in the event of an emergency.
	Replace aging Printers	\$1,500		\$1,500		Replace aging printers throughout the county.
	Ipads for Courthouse & replace old laptops	\$7,000		\$7,000		iPads for Judges to sign warrant requests on weekends. Replace aging laptops throughout the county.
	EMC Storage Drive - Increase network storage	\$43,000		\$43,000		Operating environment for County Computer Operations. Allows for continued growth.
	Choesity backup Disaster Recovery	\$150,000		\$150,000		Replaces 9 end of life hardware devices that store backups. Also provides a complete copy of County operations off site in Disaster Recovery location.
	Annex & Data Center Door Security	\$8,000		\$8,000		Provides keycard access to building. Logging employees and controls distribution.
	Replace Cable infrastructure	\$8,250		\$8,250		Replaces old 1GB cable with 10GB cable.
	Case Cracker	\$17,000		\$17,000		Software for hacking cellphones taken in as evidence for TCSO.
	Complete removing WIN 7 machines and replace desktops	\$17,000		\$17,000		Replaces any remaining Windows 7 machines that are end of life.
	Animal Control Desktop computer w/Shelter Pro access	\$2,350		\$2,350		Additional annual cost
	4 additional Security Cameras for Courthouse ext. parking lot	\$5,595		\$5,595		Requested for parking lot monitoring
	License for cameras	\$11,024		\$11,024		Provides viewing cameras at workstations. Requested by Chief Judge Geirhart.

2020 Capital Improvement Budget

Capital Improvement Requests and Funding Recommendations

Requests	Recommended for Funding				
Department Request	Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Equipment/Technology Fund 244	Recommended for Funding from Special Purpose Fund	Comments
	Drain office scanner 24x36 Docs	\$5,000	\$5,000		Requested by Drain office to scan larger format documents.
	Courthouse docket monitors	\$2,500		\$2,500	Displays docket outside of Courtroom. Requested by Court Administrator.
MOSQUITO ABATEMENT	Abatement materials	\$140,000		\$140,000	Abatement Materials - 2019 budget reflected a lower amount due to purchase of materials in the previous budget
	Truck Accessories	\$3,600		\$3,600	Truck accessories 5 new sets of tires to replace old
	Abatement ULV Sprayers	\$15,000		\$15,000	ULV Sprayers - New ULV to replace aged equipment
	Office Equipment	\$5,000		\$5,000	Office equip (com, fax, copier) PC's for office staff to replace aged systems
	Spreaders/Sprayers/Foggers	\$6,000		\$6,000	Spreaders/Sprayers/Foggers 2 backpack sprayers to replace old units
SHERIFF - JAIL	Garage door replacement	\$4,862	\$4,862		Mike Miller to check out
	Marine Boat	\$10,000	\$10,000		Marine boat replacement (potential grants) follow up with Sheriff
	Stainless Kitchen Tables (2)	\$3,300	\$3,300		
	K-9 Vehicle	\$10,000		\$10,000	207 Rd Patrol for K-9 vehicle
UNIFIED COURT	3 chairs, 1 Bench Chair	\$2,730		\$2,730	Circuit Court chair for bench. 3 Desk Chairs to replace existing worn out chairs.
Total		\$1,269,155	\$613,986	\$505,969	\$82,200
Total Funded		\$1,202,155			
Total Not Funded		\$67,000			

TUSCOLA COUNTY GOVERNMENT COUNTY WIND TURBINE REVENUE 2013-2020

(Estimated Annual and

Cumulative Revenue)

Wind Turbine Revenue by Category	2013	2014	2015	2016	2017	2018	2019	2020 Est	Five Year Total
General Operations	\$383,161	\$721,120	\$1,247,050	\$1,166,396	\$1,177,324	\$1,076,413	\$1,125,000	\$1,348,231	\$6,896,464
Bridge Repair and Replacement	\$0	\$43,853	\$88,548	\$160,062	\$153,815	\$144,589	\$128,451	\$120,109	\$719,318
Senior Citizen Programs/Needs	\$0	\$18,246	\$36,841	\$66,596	\$63,997	\$96,252	\$85,510	\$79,956	\$367,442
Recycling	\$0	\$13,685	\$27,631	\$49,946	\$47,997	\$45,118	\$40,082	\$37,479	\$224,459
Medical Care Facility Operating	\$0	\$22,807	\$46,051	\$83,244	\$79,995	\$75,197	\$66,804	\$62,466	\$374,098
Medical Care Facility Debt	\$0	\$91,228	\$0	\$0	\$0	\$0	\$0	\$0	\$91,228
Sheriff Police Services (Road Patrol)	\$0	\$82,105	\$165,786	\$299,680	\$287,985	\$400,051	\$355,399	\$332,317	\$1,591,006
Primary Road Improvements	\$0	\$88,099	\$177,887	\$321,556	\$309,007	\$290,473	\$258,052	\$241,292	\$1,445,074
Mosquito Control Programs	\$0	\$57,620	\$116,344	\$210,308	\$202,100	\$189,979	\$168,774	\$157,813	\$945,125
Veterans Service Needs	\$0	\$0	\$0	\$56,606	\$54,396	\$51,134	\$45,426	\$42,477	\$207,562
MSU-Extension	\$0	\$0	\$0	\$0	\$31,998	\$30,079	\$26,722	\$24,986	\$88,799
Total County	\$383,161	\$1,138,763	\$1,906,138	\$2,414,394	\$2,408,614	\$2,399,285	\$2,300,220	\$2,447,126	\$12,950,575

ENBRIDGE

You are cordially invited to attend a tour of Enbridge's Bay City terminal

Please join us for a tour of our Bay City pumping station and an informal *Lunch & Learn* hour on December 9, 2019. Our goal is to provide an up-close understanding of our local operations and enable you to meet our local team of professionals who are responsible for its safe operation. Immediately afterwards, we will have an informal dinner, share a little about what Enbridge does throughout the community and encourage your participation in a conversation on energy production, transportation and safety in the area.

When: December 9, 2019
Time: 5:00 am – 7:30 pm
Tour followed by on site dinner & learn and discussion roundtable
Where: Bay City Station
3751 Mackinaw Rd
Bay City, MI 48706

Area oil and gas producers – members of the Michigan Oil and Gas Association – and other county commissioners will join us as well. Enbridge employees and representatives will welcome you and be available to answer your questions about our company and operations.

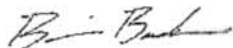
For more than 60 years, Enbridge has operated pipelines in Michigan, serving communities and residents by providing the energy infrastructure that helps heat homes and businesses, fuel vehicles and recreation and power industry across Michigan. Our Bay City station is a key part of our Line 5 network that feeds Southeast Michigan and regional refineries that then create the fuels that power our daily lives.

Our Enbridge Michigan team takes great pride in our work to provide an important service to residents and businesses throughout Michigan, and they work hard to make sure that our system operates safely and reliably every day. We are dedicated to being here for Michigan, delivering energy where and when it is needed. And, we are committed to playing a positive role in Michigan's Bay Region and Sunrise Side.

Please confirm your participation before December 9 to Todd.Olson@erm.com or by calling at (763) 228-2190.

We look forward to hosting you.

Sincerely,



Brian Buck
Area Manager

Note: All participants will be asked to sign in upon their arrival. Please wear sturdy, closed-toe shoes. Safety glasses and hard hats will be provided.

October 17, 2019

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, October 17, 2019 at 8:00 A.M.

Present: Road Commissioners John Laurie, Gary Parsell, Julie Matuszak, David Kennard, and Duane Weber; Acting County Highway Engineer Brent Dankert, Superintendent/Manager Jay Tuckey, and Director of Finance/Secretary-Clerk Michael Tuckey.

Absent: Operations Engineer Technician Will Green.

Motion by Parsell seconded by Weber that the minutes of the October 3, 2019 regular meeting of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Payroll in the amount of \$102,544.51 and bills in the amount of \$1,277,457.38 covered by vouchers #19-52, #19-53, and #19-54 were presented and audited.

Motion by Matuszak seconded by Weber that the payroll and bills be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Brief Public Comment Segment:

(1) Mr. Jason Haag appeared before the Board in regards to cleaning and moving the roadside ditch along Ashmore Road in Columbia Township. Acting County Highway Engineer Dankert reported of reviewing the location, and is waiting to hear from the Columbia Township Board to initiate a ditch petition. Mr. Haag also asked if the trees could be cleared at the intersection of Hoppe Road and Cook Road. Acting County Highway Engineer Dankert explained that this request also needs to come from the township board.

Motion by Parsell seconded by Matuszak to approve the proposal from the Dalton's, Inc. to extend their 2019 bid prices for Roadside Spraying to the 2020 season. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Matuszak seconded by Parsell to approve the request from the Ellington Township Board to install a specialty sign on Colwood Road, as recommended by the Acting County Highway Engineer. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

At 8:15 A.M. the following bids were opened for the Ormes Road and Barkley Road Culvert Replacement and Road Repair Projects:

<u>Bidder</u>	<u>Ormes Road Project</u>	<u>Barkley Road Project</u>	<u>Savings If Awarded Both Projects</u>
Dutch Excavating, LLC	\$ 200,000.00	\$ 69,050.00	\$ 10,000.00
Diamond Excavating, LLC	289,070.00	114,520.00	20,000.00
Zito Construction Co.	229,500.00	139,060.00	25,000.00
Kappen Excavating, LLC	107,100.00	63,500.00	10,600.00
J.E. Kloote Contracting, Inc.	266,700.00	129,950.00	10,000.00
Rohde Bros. Excavating, Inc.	167,235.00	99,200.00	1,000.00
Marlette Excavating Company	126,535.00	74,007.00	0.00

Motion by Parsell seconded by Kennard that the bids for the Ormes Road and Barkley Road Culvert replacement and Road Repair Projects be accepted, reviewed by Management, and tabled until later this meeting. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Weber to deny the request from the Columbia Township Board to contract the Road Commission to mow their local roadsides, in order to be consistent with other township local roadside mowing. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Weber to approve the proposed list of additional All-Season Routes in Tuscola County, as presented by the Acting County Highway Engineer. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Weber seconded by Matuszak to accept Bay City-Forestville Road into the Tuscola County All-Season Route System. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Superintendent/Manager Jay Tuckey reported to the Board an issue of a recently installed culvert on Deckerville Road west of Cemetery Road. Tuckey recommends lowering the culvert next season in conjunction with the scheduled paving project.

Motion by Matuszak seconded by Parsell to approve the 2020 board meeting schedule as presented. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Motion by Parsell seconded by Kennard that the bids for the Ormes Road and Barkley Road Culvert Replacement and Road Repair Projects taken and accepted earlier this meeting be awarded to Marlette Excavating Company for the Ormes Road Project and to Kappen Excavating, LLC for the Barkley Road Project, as recommended by Management. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Acting County Highway Engineer Dankert provided an update to the Board regarding the water drainage issues previously discussed at the last regular meeting of the Board.

Motion by Parsell seconded by Matuszak that the meeting be adjourned at 9:50 A.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Carried.

Chairman

Secretary-Clerk of the Board

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 22nd day of October, 2019 beginning at 9:30 a.m.

PRESENT: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

ABSENT: None.

The following preamble and resolution was offered by Commissioner Rob Pallarito, seconded by Commissioner Ken Glasser.

RESOLUTION NO. OCR 19-23
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
October 22, 2019

OTSEGO COUNTY RESOLUTION IN SUPPORT OF LINE 5 TUNNEL

WHEREAS, Enbridge's Line 5 has been operating safely and reliably in Straits of Mackinac for more than 66 years; and

WHEREAS, Enbridge's Line 5, a light crude and natural gas liquids pipeline, helps to safely meet Michigan's energy needs by fulfilling more than half of the propane needs of the state; and

WHEREAS, the products delivered to regional refineries provide jobs and ultimately fuel our lives; and

WHEREAS, multiple and extensive inspections and safety tests over the last several years have confirmed the integrity of Line 5 at the Straits of Mackinac as fit for service.

WHEREAS, Consequences to energy supply, local producers, regional airports and refineries, jobs, local economies and the pocketbook of Michiganders across the entire state are too great for Line 5 to be shut down before the tunnel replacement can be completed;

WHEREAS, Issues have been raised by several concerned parties regarding the possibility and impact of a breach of Line 5 into the Straits of Mackinac. These concerns have resulted in the State of Michigan and Enbridge negotiating an "agreement" for a 5 year \$500 million project, to construct a tunnel 100 feet below bedrock to encase Line 5, the entire length of the Straits, in one-foot-thick concrete walls in order to mitigate the chances of any leaks of product into the Great Lakes.

WHEREAS, the recently elected Michigan Attorney General, Dana Nessel, has subsequently opposed the negotiated "agreement" and filed a lawsuit in Ingham County Circuit Court to close down Line 5 immediately effectively canceling all efforts to begin construction of the tunnel; and

WHEREAS, this action may very well provide unintended consequences for all parties as the litigation to close down Line 5 may take years to be resolved in the courts with no assurance of the outcome and;

WHEREAS, the time to resolve the litigation may simply result in the delay of the start of the construction of the tunnel thereby leaving the existing Line 5 in place unnecessarily for several additional years.

WHEREAS, Enbridge has demonstrated a willingness to work with the state to both p.
Lakes and ensure the continued safe delivery of energy we all rely on.

NOW, THEREFORE, BE IT RESOLVED that the Otsego County Board of Commissioners hereby
joins with Baraga, Delta, Dickinson, Gogebic, Houghton, Iron, Mackinac, Marquette, Ontonagon,
Cheboygan, and Grand Traverse Counties and the Michigan Association of Counties (MAC) in
extending its support for Enbridge's proposed tunnel replacement project and urges the State of
Michigan to work with Enbridge to complete the tunnel project as quickly as possible and not disrupt
Line 5 service before the tunnel can be completed.

AND, BE IT FURTHER RESOLVED that Otsego County sends this resolution to all counties of
Michigan as an invitation to join in expressing support for increasing the safety of our current energy
infrastructure as our society simultaneously seeks energy efficiencies and energy alternatives that will
continue to reduce negative impacts and risks to our environment.

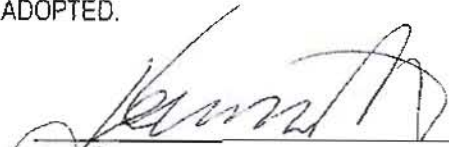
A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:


YES: UNANIMOUS.

NO: NONE.

ABSTAIN: NONE.

THE RESOLUTION WAS DECLARED ADOPTED.



Kenneth C. Borton, Chairman


Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
§
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that
the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of
Commissioners at its regular meeting held on the 22nd day of October, 2019, at which meeting a quorum was
present and remained throughout and that an original thereof is on file in the records of the County. I further
certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance
with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept
and will be or have been made available as required thereby.

Susan I. DeFeyter, County Clerk

DATED: _____, 2019



County of Marquette
BOARD OF COMMISSIONERS

Courthouse Complex
Marquette, Michigan 49855
Phone: (906) 225-8151
Fax: (906) 225-8155
www.co.marquette.mi.us

Gerald O. Corkin, Chairman

Joe Derocha, Vice-Chair
Karen Alholm
Bill Nordeen
Johnny DePetro
Stephen Adamini

15

November 6, 2019

The Honorable Gretchen Whitmer
Governor of the State of Michigan
PO Box 30013
Lansing, MI 48909

Dear Governor Whitmer,

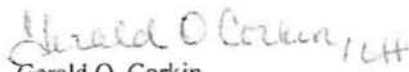
On behalf of the County Board of Commissioners, I respectfully request that the leadership in the Michigan House and Senate set aside their differences and get back to the table to solve all financial issues regarding local government funding. It is critically important that you are aware of the significant impact of the Governor's line item vetoes and budget cuts in the 2020 State Budget. If the budget proceeds "as is", the loss to Marquette County totals over \$800,000 in budget cuts. Additionally, the loss to all 15 Upper Peninsula Counties is estimated at \$6.8 million. (attachment)

Similar to the other Upper Peninsula Counties, Marquette County will be significantly impacted by the budget vetoes. The proposed Marquette County 2020 Budget includes a recommendation for a one-time use of \$400,000 in reserve funds in order to balance the budget. The loss of an additional \$800,000 from the County budget will require employee layoffs and will eliminate and/or reduce various programs and services. The most notable impact across the Upper Peninsula is the loss of the Swamp Tax and other PILT tax payments; totaling \$5.4 million. The removal of the Swamp Tax and PILT funds are a direct hit to rural areas that already have limited tax revenues.

Over the years, rural counties have worked diligently to make difficult budgetary decisions within limited parameters of financial resources in order to provide state mandated programs and services to residents. This sudden reduction in revenue would be devastating to these beneficial programs and services. Marquette County does not have sufficient reserves to absorb a loss of revenue of this magnitude.

I strongly urge that both sides assemble to approve a Secondary Budget Amendment(s) which restores all local funding to the current County programs and services.

Respectfully,


Gerald O. Corkin
Chairman

Cc: Upper Peninsula MI Legislature Members
MAC
Board of Marquette County Commissioners

County	County Jail Reimbursement Program	CCF/Indirect Costs	Secondary Road Patrol	PILT	Veterans Grants	Total Funding lost
Alger	\$11,500	\$15,000.00	\$27,000	\$541,125	\$25,000	\$619,625
Baraga	\$29,511		\$29,732	\$687,481		\$746,724
Chippewa	\$2,000		\$60,010	\$158,463		\$220,473
Delta	\$28,000	\$60,000	\$68,000	\$162,000	-	\$318,000
Dickinson	\$25,000	\$25,000	\$41,000	\$468,750	\$25,000	\$584,750
Gogebic	\$15,000	\$27,000	\$32,000	\$315,461	\$900	\$390,361
Houghton	\$36,500	-	\$54,000	\$86,000	\$50,000	\$226,500
Iron	\$12,000	\$9,000	\$33,000	\$248,000	-	\$302,000
Keweenaw	-	-	\$17,860	\$98,917	-	\$116,777
Luce		\$80,000	\$21,000	\$575,000		\$676,000
Mackinac	\$36,000	\$5,000	\$27,450	\$442,686	-	\$511,136
Marquette	\$55,000	\$70,000	\$77,000	\$590,000	\$25,000	\$817,000
Menominee	\$40,000	-	\$72,250	\$257,500	\$57,917	\$427,667
Ontonagon	\$2,000		\$30,000	\$206,000	-	\$238,000
Schoolcraft		-	\$26,000	\$566,000	\$50,000	\$648,000
Totals	\$292,511	\$291,000	\$616,302	\$5,403,383	\$233,817	\$6,843,013



County of Marquette
BOARD OF COMMISSIONERS

Courthouse Complex
Marquette, Michigan 49855
Phone: (906) 225-8151
Fax: (906) 225-8155
www.co.marquette.mi.us

Gerald O. Corkin, *Chairman*

Joe Derocha, *Vice-Chair*
Karen Alholm
Bill Nordeen
Johnny DePetro
Stephen Adami

November 6, 2019

The Honorable Lee Chatfield
Speaker of the Michigan House of Representatives
P.O. Box 30014
Lansing, MI 48909-7514

Dear Mr. Speaker,

On behalf of the County Board of Commissioners, I respectfully request that the leadership in the Michigan House and Senate, as well as the Governor, set aside their differences and get back to the table to solve all financial issues regarding local government funding. It is critically important that you are aware of the significant impact of the Governor's line item vetoes and budget cuts in the 2020 State Budget. If the budget proceeds "as is", the loss to Marquette County totals over \$800,000 in budget cuts. Additionally, the loss to all 15 Upper Peninsula Counties is estimated at \$6.8 million. (Attachment)

Similar to the other Upper Peninsula Counties, Marquette County will be significantly impacted by the budget vetoes. The proposed Marquette County 2020 Budget includes a recommendation for a one-time use of \$400,000 in reserve funds in order to balance the budget. The loss of an additional \$800,000 from the County budget will require employee layoffs and will eliminate and/or reduce various programs and services. The most notable impact across the Upper Peninsula is the loss of the Swamp Tax and other PILT tax payments; totaling \$5.4 million. The removal of the Swamp Tax and PILT funds are a direct hit to rural areas that already have limited tax revenues.

Over the years, rural counties have worked diligently to make difficult budgetary decisions within limited parameters of financial resources in order to provide state mandated programs and services to residents. This sudden reduction in revenue would be devastating to these beneficial programs and services. Marquette County does not have sufficient reserves to absorb a loss of revenue of this magnitude.

I strongly urge that both sides assemble to approve a Secondary Budget Amendment(s) which restores all local funding to the current County programs and services.

Respectfully,

Gerald O. Corkin
Chairman

Cc: Upper Peninsula MI Legislature Members
MAC
Marquette County Board of Commissioners

County	County Jail Reimbursement Program	CCF/Indirect Costs	Secondary Road Patrol	PILT	Veterans Grants	Total Funding lost
Alger	\$11,500	\$15,000.00	\$27,000	\$541,125	\$25,000	\$619,625
Baraga	\$29,511		\$29,732	\$687,481		\$746,724
Chippewa	\$2,000		\$60,010	\$158,463		\$220,473
Delta	\$28,000	\$60,000	\$68,000	\$162,000	-	\$318,000
Dickinson	\$25,000	\$25,000	\$41,000	\$468,750	\$25,000	\$584,750
Gogebic	\$15,000	\$27,000	\$32,000	\$315,461	\$900	\$390,361
Houghton	\$36,500	-	\$54,000	\$86,000	\$50,000	\$226,500
Iron	\$12,000	\$9,000	\$33,000	\$248,000	-	\$302,000
Keweenaw	-	-	\$17,860	\$98,917	-	\$116,777
Luce		\$80,000	\$21,000	\$575,000		\$676,000
Mackinac	\$36,000	\$5,000	\$27,450	\$442,686	-	\$511,136
Marquette	\$55,000	\$70,000	\$77,000	\$590,000	\$25,000	\$817,000
Menominee	\$40,000	-	\$72,250	\$257,500	\$57,917	\$427,667
Ontonagon	\$2,000		\$30,000	\$206,000	-	\$238,000
Schoolcraft	-	-	\$26,000	\$566,000	\$50,000	\$648,000
Totals	\$292,511	\$291,000	\$616,302	\$5,403,383	\$233,817	\$6,843,013



County of Marquette
BOARD OF COMMISSIONERS

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Marquette, Michigan 49855
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Gerald O. Corkin, *Chairman*

Joe Derocha, *Vice-Chair*
Karen Alholm
Bill Nordeen
Johnny DePetro
Stephen Adamini

November 6, 2019

The Honorable Mike Shirkey
Majority Leader of the Senate
P.O. Box 30036
Lansing, MI 48909-7356

Dear Senator Shirkey,

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