

**TUSCOLA COUNTY BOARD OF COMMISSIONERS
BOARD MEETING AGENDA**

THURSDAY, JUNE 10, 2021 – 08:00 A.M.

125 W. Lincoln Street
Caro, MI 48723

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

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

Public may participate in the meeting electronically:

(US) +1 636-492-2357 PIN: 539 017 336#

Join by Hangouts Meet: meet.google.com/cvu-jyto-czq

- 8:00 A.M. Call to Order – Chairperson Bardwell
Prayer – Commissioner Bardwell
Pledge of Allegiance – Commissioner Young
Roll Call – Clerk Fetting
Adoption of Agenda
Action on Previous Meeting Minutes (**See Correspondence #1-#4**)
Brief Public Comment Period for Agenda Items Only
Consent Agenda Resolution (**See Correspondence #5**)

New Business

- Legislative Updates - **Senator Kevin Daley**
- Amendment to the EGLE Scrap Tire Cleanup Grant Agreement (**See Correspondence #6**)

9:00 a.m. Closed Session

- Drain Assessments – **Robert Mantey, Drain Commissioner**

10:00 a.m. Break

Old Business

- Johnson Controls Planned Service Proposal (**See Correspondence #7**)
- Storage Lease with Dost Properties, LLC (**See Correspondence #8**)
- Recycling 2021 Indirect Cost Potential Reduction (**See Correspondence #9**)

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
Jail Planning Committee
MI Renewable Energy Coalition (MREC)

DuRUSSEL

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
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
MAC Finance Committee
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
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. May 27, 2021 Community Development Block Grant Public Hearing Minutes
2. May 27, 2021 Full Board and Statutory Finance Minutes
3. June 7, 2021 Committee of the Whole Meeting Minutes
4. June 8, 2021 Finance Committee Meeting Minutes
5. Consent Agenda Resolution
6. Amendment to the EGLE Scrap Tire Cleanup Grant Agreement
7. Johnson Controls Planned Service Proposal
8. Storage Lease with Dost Properties, LLC
9. Recycling 2021 Indirect Cost Potential Reduction
10. Letter From Thomas Raymond, Reese Village Manager
11. Tuscola County Road Commission Minutes from May 13, 2021
12. Crawford County Resolution #5272021-4CC Supporting Four-Year Terms for County Commissioners
13. Montcalm County Board of Commissioners Resolution #2021-09 In Support of the State of Michigan to Fulfill Its Statutory Obligations With Regard To State Revenue Sharing Payments Being Restored

DRAFT
TUSCOLA COUNTY
Community Development Block Grant
Public Hearing
May 27, 2021
Google Meet

Electronic remote access implemented for this meeting, in accordance with Tuscola County Board of Commissioners 2021-07 Declaration of a Local State of Emergency related to COVID-19

Commissioner Thomas Bardwell called the public hearing for the Tuscola County Community Development Block Grant (CDBG) as a hybrid meeting via Google Meet Conferencing on the 27th day of May 2021, to order at 11:55 o'clock a.m. local time.

Present: Commissioner Young, Commissioner Bardwell, Commissioner Vaughan, Commissioner Grimshaw, Clerk Fetting, Clayette Zechmeister, Eean Lee, Mary Drier, Mark Haney, Brian Neuville, Sandy Nielsen, Heidi Chicilli, Tracy Violet, Debbie Babich, Cindy McKinney-Volz, Jana Brown, Kim Brinkman, Mike Miller, Mike Slade, Robert McKay, Steve Anderson

At 11:55 a.m., there were a total of 31 participants attending the electronic meeting.

Brian Neuville presented to the Board regarding the CDBG Program. The CDBG Program allowances have expanded so more people within Tuscola County are able to be assisted. Brian also explained how the program fund is replenished when a property change happens. The program will follow the Michigan Procedure Guide. This program is income based. Brian explained that there is \$36,580.00 available to provide assistance but this must be accomplished by the end of August 2021. There are projects that have been on a waiting list that will be able to be moved forward due to this funding.

Commissioner Grimshaw and Brian Neuville discussed the matter of Tuscola County being able to contribute funds from the American Rescue Plan (ARP).

Public Comment: None

Motion by Vaughan, seconded by Grimshaw to adjourn the CDBG Public Hearing at 12:01 p.m. Roll Call Vote: Vaughan – yes; DuRussel – absent; Grimshaw – yes; Young – yes; Bardwell – yes. Motion Carried.

Public Hearing adjourned at 12:01 p.m.

Jodi Fetting
Tuscola County Clerk

Draft
TUSCOLA COUNTY BOARD OF COMMISSIONERS
May 27, 2021 Minutes

Electronic remote access implemented for this meeting, in accordance with Tuscola County Board of Commissioners 2021-07 Declaration of a Local State of Emergency related to COVID-19

Commissioner Bardwell called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held as a hybrid meeting via Google Meet Conferencing on the 27th day of May 2021, to order at 8:00 o'clock a.m. local time.

Prayer – Commissioner Grimshaw

Pledge of Allegiance – Commissioner Bardwell

Roll Call – Clerk Jodi Fetting

Commissioner Present In-Person:

District 3 - Kim Vaughan
District 5 - Daniel Grimshaw

Commissioners Present Virtual:

District 1 - Thomas Young - Columbia Township, Tuscola County, State of Michigan
District 2 - Thomas Bardwell - Ellington Township, Tuscola County, State of Michigan

Commissioner Absent:

District 4 - Doug DuRussel

Others Present in-Person:

Eean Lee, Bill Putman, Barb Putman, Billy Putman, Brandon Putman

Also Present Virtual:

Clerk Jodi Fetting, Clayette Zechmeister, Tracy Violet, Mike Miller, Mary Drier, Mark Haney, Steve Anderson, Daniel Lisowski, Debbie Babich, Eric Morris, Heidi Chicilli, Jamie Nisidis, Jana Brown, Kim Brinkman, Robert McKay, Sandra Nielsen, Treasurer Ashley Bennett, Pam Shook, Mike Slade, Cindy McKinney-Volz, Brian Neuville, Sheriff Glen Skrent, Renee Francisco, Doug Kramer

At 8:22 a.m., there were a total of 29 participants attending the meeting.

Adoption of Agenda -
2021-M-108

Motion by Young, seconded by Vaughan to adopt the agenda as presented.
Roll Call Vote: Young - yes; Vaughan – yes; DuRussel - absent; Grimshaw - yes; Bardwell - yes. Motion Carried.

Action on Previous Meeting Minutes -
2021-M-109

Motion by Young, seconded by Vaughan to adopt the meeting minutes from the May 13, 2021 Regular meeting as corrected and the May 24, 2021 Committee of the Whole meetings. Roll Call Vote: Vaughan - yes; DuRussel - absent; Grimshaw - yes; Young - yes; Bardwell - yes. Motion Carried.

Brief Public Comment Period for Agenda Items Only –

-Sandy Nielsen commented on the proposed Nepotism Policy.

Consent Agenda Resolution -
2021-M-110

Motion by Young, seconded by Grimshaw that the Consent Agenda Resolution from the May 24, 2021 Committee of the Whole Meeting be adopted. Roll Call Vote: DuRussel - absent; Grimshaw - yes; Young - yes; Vaughan - yes; Bardwell - yes. Motion Carried.

CONSENT AGENDA

Agenda Reference: A

Entity Proposing: COMMITTEE OF THE WHOLE 5/24/21

Description of Matter: Move to appoint Eugene Davison to the Council on Aging to a partial term expiring on December 31, 2021.

Agenda Reference: B

Entity Proposing: COMMITTEE OF THE WHOLE 5/24/21

Description of Matter: Move that the form L-4029 authorizing the 2021 Tax Rate Levy for County General Operating be approved and all appropriate signatures are authorized.

Agenda Reference: C

Entity Proposing: COMMITTEE OF THE WHOLE 5/24/21

Description of Matter: Move that per the recommendation of the Buildings and Grounds Director the Annex Building roof replacement bid be awarded to Marlette Roofing in the amount of \$82,100.00. Also, all necessary budget amendments be approved.

Agenda Reference: D

Entity Proposing: COMMITTEE OF THE WHOLE 5/24/21

Description of Matter: Move that per the recommendation of the Buildings and Grounds Director the Animal Shelter Cat Room viewing window bid be awarded to Booms Construction in the amount of \$2,375.00. Also, all necessary budget amendments be approved.

New Business -

-Building Code Concerns - Putman Construction – Bill Putman presented to the Board regarding the Putman Project on W. Caro Road. The project timeline was outlined. Putman Construction would like to have a third-party inspection company contracted with for the remainder of the project.

Recessed at 9:48 a.m.

Reconvened at 9:56 a.m.

Present: Young, Bardwell, Vaughan, Grimshaw

*Closed Session with Eric Morris and Jamie Nisidis, Braun Kendrick –
2021-M-111*

Motion by Young, seconded by Vaughan that the Board meet in closed session under Section 8(h) of the Open Meetings Act to consider written materials from the County's attorneys that are exempt from disclosure by Section 13(1) (g) of the Freedom of Information Act with Eric Morris, Jamie Nisidis, Jodi Fetting, Clayette Zechmeister and Eean Lee authorized to attend at 9:57 a.m. Roll Call Vote: Grimshaw – yes; Young – yes; Vaughan – yes; DuRussel – absent; Bardwell – yes. Motion Carried.

Closed Session called at 9:57 a.m.

Reconvened Open Session at 11:21 a.m.

Present: Young (joined at 11:23 a.m.), Bardwell, Vaughan, Grimshaw

At 11:21 a.m., there were a total of 25 participants attending the meeting.

-Putman Project Discussion –

-Commissioner Grimshaw would like SCMCCI building inspectors to be able to meet at the project in order to have a building permit issued to have the project moved forward.

-Commissioner Vaughan wants the correct permits in place whether it is with SCMCCI, a third-party inspection company or the State of Michigan.

-Commissioner Bardwell reviewed that the parties need to come together to move the project forward, to have the State of Michigan get involved, or to have litigation take place to issue a preliminary injunction.

2021-M-114

Motion by Grimshaw, seconded by Vaughan to instruct Eric Morris, Tuscola County Legal Counsel, to meet with Building Codes at the Putman Building Site for inspections to occur as soon as possible or failing to facilitate that event, Eric Morris is instructed to research alternative third party inspection options to take over the construction project inspections. Roll Call Vote: DuRussel – absent; Grimshaw – yes; Young – yes; Vaughan – yes; Bardwell – yes. Motion Carried.

-Discussion to add Community Development Block Grant (CDBG) Public Hearing to the Agenda – Clayette Zechmeister explained there was an oversight in adding the CDBG Public Hearing to the board agenda today and requested the matter be added as all postings have taken place.

2021-M-115

Motion by Grimshaw, seconded by Vaughan to add the Community Development Block Grant (CDBG) Public Hearing to the agenda for May 27, 2021 under New Business. Roll Call Vote: Grimshaw – yes; Young – yes; Vaughan – yes; DuRussel – absent; Bardwell – yes. Motion Carried.

2021-M-116

Motion by Grimshaw, seconded by Vaughan to recess the Board of Commissioners meeting for the CDBG Public Hearing. Roll Call Vote: Young – yes; Vaughan – yes; DuRussel – absent; Grimshaw – yes; Bardwell – yes. Motion Carried.

Recessed for Public Hearing at 11:55 a.m.

Reconvened at 12:02 p.m.

Present: Young, Bardwell, Vaughan, Grimshaw

2021-M-117

Motion by Grimshaw, seconded by Vaughan that with the CDBG Public Hearing held on May 27, 2021, the Tuscola County Board of Commissioners approves the program procedure guide as presented for the Community Development Block Grant Program moving forward. Roll Call Vote: DuRussel – absent; Grimshaw – yes; Young – yes; Vaughan – yes; Bardwell – yes. Motion Carried.

-Proposed Lease with Dost Property, LLC – Matter to be added to the June 7, 2021 Committee of the Whole agenda.

-Revised MIOSHA Emergency Rules – Matter to be added to the June 7, 2021 Committee of the Whole agenda.

-Updated Non-Court Employee COVID-19 Preparedness and Response Plan – Matter to be added to the June 7, 2021 Committee of the Whole agenda.

-Board discussed the matter. Steve Anderson prepared a draft adjusted plan for the Commissioners to review.

-Refill Two Vacant Part-Time Positions at the Recycling Center -

2021-M-118

Motion by Young, seconded by Grimshaw that per the recommendation from the Recycling Director that Katie House be hired to fill the vacant Part-time Material Handler position effective June 1, 2021 pending favorable physical, drug screen and background check. Roll Call Vote: Grimshaw – yes; Young – yes; Vaughan – yes; DuRussel – absent; Bardwell – yes. Motion Carried.

2021-M-119

Motion by Young, seconded by Vaughan that per the recommendation from the Recycling Director that Cameron Jones be hired to fill the vacant Part-time Material Handler position effective June 1, 2021 pending favorable physical, drug screen and background check. Roll Call Vote: Young – yes; Vaughan – yes; DuRussel – absent; Grimshaw – yes; Bardwell – yes. Motion Carried.

-Request to Use Courthouse Lawn –

2021-M-120

Motion by Vaughan, seconded by Grimshaw to approve the request from Susan Rickwalt-Holder for the Tuscola County Suicide Prevention Coalition to use the Courthouse Lawn. Banners/signs to be placed during the month of September and on Sunday, September 12, 2021 the awareness event to be held from 11:00 a.m. to 3:00 p.m. Items will be removed prior to the Pumpkin Festival set up date. Roll Call Vote: Vaughan – yes; DuRussel – absent; Grimshaw – yes; Young – yes; Bardwell – yes. Motion Carried.

Old Business –

-Tuscola County Nepotism and Fraternalization Policy – Board discussed proposed policy. Board would like the definition of cousin to be first cousin.

2021-M-121

Motion by Grimshaw, seconded by Young to approve the Tuscola County Nepotism and Fraternalization Policy to become effective June 15, 2021. Also, distribute the policy to all Elected Officials, Labor Unions and Department Heads for posting at all workplaces immediately. Also, direct staff to implement the policy according to applicable county policies and agreements. Roll Call Vote: DuRussel – absent; Grimshaw – yes; Young – yes; Vaughan – no; Bardwell – yes. Motion Carried.

-Controller/Administrator Employment Agreement – Matter to be placed on the June 7, 2021 Committee of the Whole meeting agenda.

-Updated Vehicle Policy – Clayette Zechmeister reviewed the changes that were made to the Vehicle Policy. Board discussed the matter.

2021-M-122

Motion by Young, seconded by Vaughan to approve the updated Vehicle Policy. Also, distribute to all Elected Officials and Department Heads. Roll Call Vote: Grimshaw – yes; Young – yes; Vaughan – yes; DuRussel – absent; Bardwell – yes. Motion Carried.

-State of Emergency – Declaration for Open Meetings Act (OMA) – Board discussed the matter and will not be extending the Tuscola County Local State of Emergency Resolution 2021-07.

Commissioner Grimshaw excused himself from the in-person meeting and appeared via telephone at 12:30 p.m.

-Resolution Designating Certain Real Property as County Park Land – Clayette Zechmeister explained the reasoning for the proposed resolution.

2021-M-123

Motion by Vaughan, seconded by Young to approve Resolution 2021-09 designating certain real property as county park land under the aegis of the Tuscola County Parks and Recreation Commission. Roll Call Vote: Young – yes; Vaughan – yes; DuRussel – absent; Grimshaw – yes; Bardwell – yes. Motion Carried.

Correspondence/Resolutions –

- Email from Gary Rolka
- Zoning for Wind Energy Map of Michigan
- Zoning for Solar Energy Map of Michigan
- Zoning Jurisdictions Map in the State of Michigan

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
Region VI Economic Development Planning
Saginaw Bay Coastal Initiative – Update provided.
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

VAUGHAN – No Report

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
Jail Planning Committee
MI Renewable Energy Coalition (MREC)

DURUSSEL - absent

Board of Health
Community Corrections Advisory Board
Dept. of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
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 – Farmers Market Grand Opening Scheduled.

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

TRIAD

Local Units of Government Activity Report

Other Business as Necessary - None

At 12:30 p.m., there were a total of 25 participants attending the meeting.

Extended Public Comment –

-Doug Kramer, Koylton Township Supervisor, spoke in favor of retaining a county level Building Code Department.

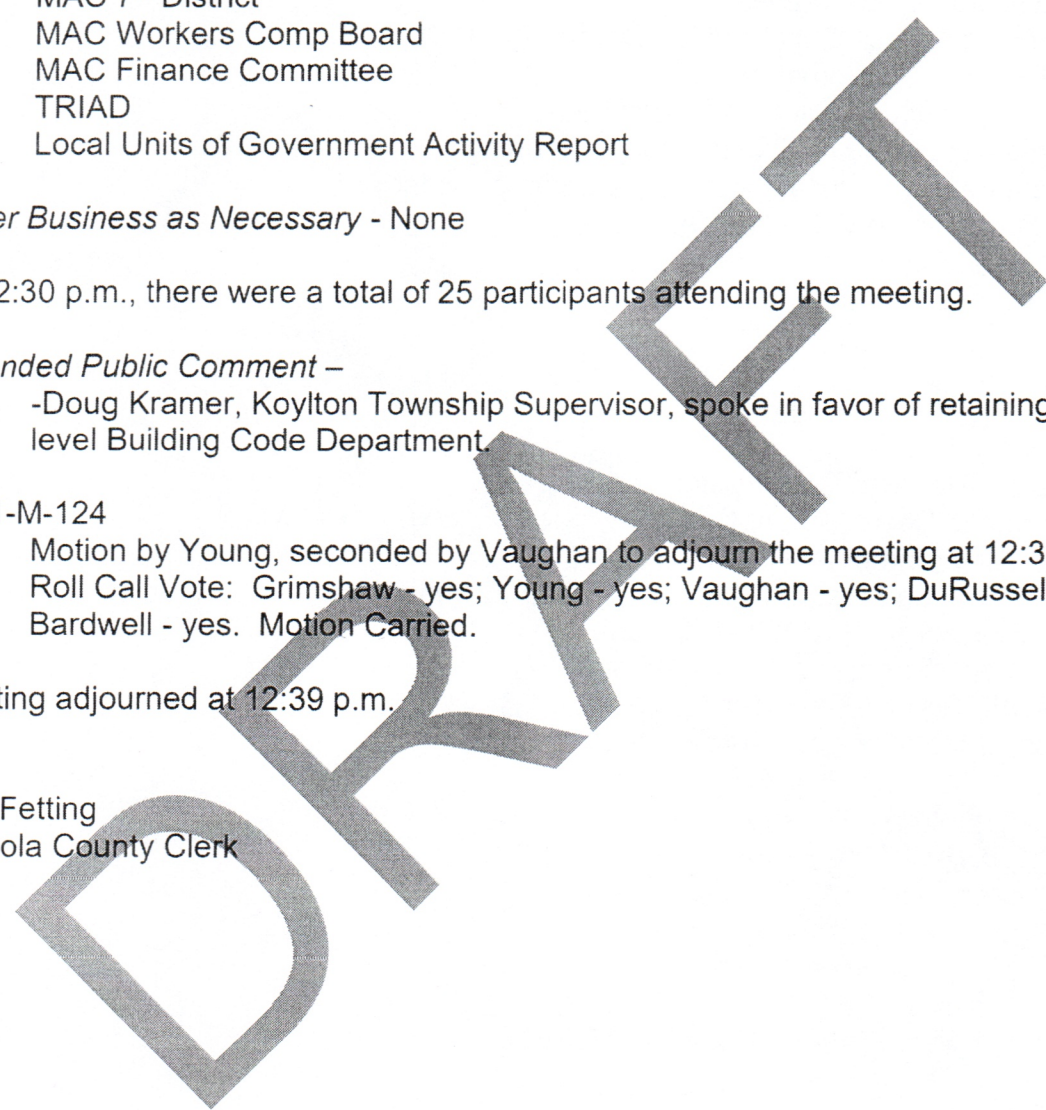
2021-M-124

Motion by Young, seconded by Vaughan to adjourn the meeting at 12:39 p.m.

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

Meeting adjourned at 12:39 p.m.

Jodi Fetting
Tuscola County Clerk



Tuscola County Board of Commissioners
Statutory Finance Committee Minutes
May 27, 2021

Electronic remote access will be implemented for this meeting, in accordance with
Tuscola County Board of Commissioners 2021-07 Declaration of a Local State of
Emergency related to COVID-19

Commissioner Bardwell called the Statutory Finance meeting of the Board of Commissioners of the County of Tuscola, Michigan, held via Google Meet on the 27th day of May, 2021, to order at 12:41 o'clock p.m. local time.

Roll Call – Clerk Jodi Fetting

Commissioner Present In-Person:

District 3 - Kim Vaughan
District 5 - Daniel Grimshaw

Commissioners Present Virtual:

District 1 - Thomas Young - Columbia Township, Tuscola County, State of Michigan
District 2 - Thomas Bardwell - Ellington Township, Tuscola County, State of Michigan
District 5 - Daniel Grimshaw - Juniata Township, Tuscola County, State of Michigan

Commissioner Absent:

District 4 - Douglas DuRussel

Others Present In-Person:

Eean Lee

Also Present Virtual:

Clerk Jodi Fetting, Clayette Zechmeister, Treasurer Ashley Bennett, Jana Brown, Mark Haney, Mary Drier, Mike Slade, Sandy Nielsen, Steve Anderson, Tracy Violet

At 12:41 p.m., there were a total of 20 participants attending the meeting.

-Adoption of Previous Meeting Minutes

2021-SF-M-040

Motion by Vaughan, seconded by Young to adopt the meeting minutes from the May 13, 2021 Statutory Finance. Roll Call Vote: Young - yes; Vaughan - yes; DuRussel - absent; Grimshaw - yes; Bardwell - yes. Motion Carried.

New Business:

-Review and Adoption of Daily Report and Checks –
2021-SF-M-041

Motion by Young, seconded by Vaughan to approve the daily checks as submitted on the May 26, 2021 report. Roll Call Vote: Vaughan – yes; DuRussel - absent; Grimshaw - yes; Young - yes; Bardwell - yes. Motion Carried.

-Review and Adoption of Finance Report and Checks –
2021-SF-M-042

Motion by Young, seconded by Vaughan to approve the finance checks as submitted on the May 26, 2021 report. Roll Call Vote: DuRussel - absent; Grimshaw - yes; Young - yes; Vaughan - yes; Bardwell - yes. Motion Carried.

-Review and Adoption of Per Diems Report and Checks –
2021-SF-M-043

Motion by Young, seconded by Vaughan to approve the per diem checks as submitted on the May 2021 report. Roll Call Vote: Grimshaw - yes; Young - yes; Vaughan – yes; DuRussel - absent; Bardwell - yes. Motion Carried.

Old Business – None

At 12:41 p.m., there were a total of 20 participants attending the meeting.

Public Comment – None

202-SF-M-044

Motion by Young, seconded by Vaughan to adjourn the meeting at 12:46 p.m. Roll Call Vote: Grimshaw - yes; Young - yes; Vaughan – yes; DuRussel - absent; Bardwell - yes. Motion Carried.

Meeting adjourned at 12:41 p.m.

Jodi Fetting
Tuscola County Clerk

**Tuscola County Board of Commissioners
Committee of the Whole
Monday, June 7, 2021 – 8:00 A.M.**

Roll Call - Clerk Jodi Fetting

Commissioners Present In-Person:

- District 1 – Thomas Young
- District 2 - Thomas Bardwell
- District 3 - Kim Vaughan
- District 4 - Douglas DuRussel
- District 5 - Daniel Grimshaw (arrived at 8:06 a.m.)

Others Present in-Person:

Eean Lee, Treasurer Ashley Bennett

Commissioner Absent:

None

Also Present Virtual:

Clerk Jodi Fetting, Clayette Zechmeister, Tracy Violet, Mary Drier, Heidi Chicilli, Steve Root, Sandy Nielsen, Mike Miller, Treasurer Ashley Bennett, Kim Brinkman, Mark Haney, Barry Lapp, Matt Brown, Jana Brown, Mark Ransford, Maggie Root, Shelly Lutz

At 8:02 a.m., there were 15 participants attending the meeting virtually.

County Updates – None

New Business

1. Properties Being Purchased to Grow Marijuana – Cynthia Kapa spoke regarding single family residences that are being used for business opportunities with no one living in the residence. Cindy addressed the Board with how the property is to be taxed.
2. Tuscola County Clean Sweep Grant – Mike Miller explained the grant program and requested the opportunity to apply. Mike explained that he would like to add-on Option 2 under Special Additions and Exceptions. Matter to be placed on Thursday's Board Agenda.
3. Johnson Controls Planned Service Proposal – Mike Miller explained the service proposal that is up for renewal. Matter to be placed on the Consent Agenda.
4. Vanderbilt Park Phragmites Research – Commissioner Young explained the request that was received from Danielle Snow from U.S. Geological Survey to use Vanderbilt Park for research. The piece of property that the group wants to use is privately owned. Clayette to provide landowner information to Ms. Snow.

5. Building Code Enforcement Concerns Letter from Fairgrove Township Supervisor – Board discussed letter received from Keith Aeder, Fairgrove Township Supervisor in support of Tuscola County continuing a county led Building Code Department. Commissioner Bardwell read a letter received from Village of Reese in support of Tuscola County continuing a county led Building Code Department which is to be included in Thursday's agenda packet.

Old Business

1. Revised Michigan Occupational Safety and Health Administration (MIOSHA) Emergency Rules and Updated Non-Court Employee COVID-19 Preparedness and Response Plan - Steve Anderson reviewed a proposed plan for Tuscola County based on a model plan that was provided by MIOSHA. The Board discussed a flyer dated January 25, 2021 titled PA-238/339 Implementation: Essential Workers and Quarantine. Board would like this added as an attachment to the Response Plan. Board discussed who has the authority to close a Department due to COVID-19. Board stated it would be the Elected Official or Department Head's decision to determine how their office navigates through a COVID-19 exposure in their respective office.

Finance/Technology

Committee Leader Commissioner Young
Commissioner DuRussel

Primary Finance/Technology

1. Proposed L-4029 Tuscola County 2021 Special Voted Tax Rates – The L-4029 for the Special Voted Millages was included in the packet. Board discussed the special voter millage rates. Board discussed communication received from Tuscola County Medical Care Facility and Tuscola County Road Commission which included information on their respective need to carry a fund balance. Matter to be added to a future Board agenda for further discussion.
2. Security Status Update – Eean Lee, Chief Information Officer, presented to the Board regarding network security, KnowBe4 Training and protecting against cyber-attacks.

Recessed at 10:02 a.m.
Reconvened at 10:12 a.m.

On Going and Other Finance and Technology

Finance

1. American Rescue Plan Act Ad-Hoc Committee – Clayette will be working on scheduling a meeting with the committee.
2. Preparation of Multi-Year Financial Planning – Clayette has started working on this project.

3. MGT Cost Allocation Plan – Commissioner Grimshaw explained a proposed cut to the administrative costs for the Recycling Center. Board discussed how costs are calculated for the Allocation Plan. Board discussed setting a set percentage rate for the administration costs. Matter to be added to the June 21, 2021 Committee of the Whole meeting.
4. Pension Obligation Bond Refunding – Clayette updated the Board regarding the bond refunding project.

Technology – Eean Lee updated the Board on a site-visit made by Sanilac County and other upcoming projects that are being discussed.

1. GIS Update
2. Increasing On-Line Services/Updating Web Page

Building and Grounds

Committee Leader Commissioner Grimshaw
Commissioner DuRussel

Primary Building and Grounds

1. Storage Lease with Dost Property, LLC – Mark Ransford updated the Board regarding changes that have been recommended and changes that were agreed to. Board discussed the renewal option of the lease after the original lease term. Board discussed changes that had been made by legal counsel without approval by the Board. Board discussed language changes regarding Section 7: Maintenance and Repair. Board discussed proposed changes to the lease with a revised lease to be presented for adoption. Matter to be placed on Thursday's Board agenda.

On Going and Other Building and Grounds – No Updates

1. State Police Water and Annexation
2. IT Department Space Needs
3. Vanderbilt Park Survey

Personnel

Committee Leader Commissioner Grimshaw
Commissioner Vaughan

Primary Personnel

1. Controller/Administrator Employment Agreement – Commissioner Grimshaw addressed if there would be a contract for the Controller/Administrator position. The current Employment Agreement expires on June 14, 2021. Commissioner Bardwell explained that Clayette does not have to provide in writing to the Board that she does not want to renew the Employment Agreement although Clayette has stated in a Board meeting that a renewal of the Employment Agreement would not be sought. Commissioner Bardwell also reviewed the Controller/Administrator Act that it would take two-thirds vote to remove an individual from a Controller/Administrator's position. Commissioner Bardwell stated the Board has an option to perform a performance review outlined in the Employment Agreement but has not exercised that option yet. Commissioner DuRussel requested information from when the Controller/Administrator position was posted and Clayette's job application information which Shelly Lutz will provide.

On-Going and Other Personnel

1. Paperless Payroll Update – Shelly Lutz provided an update on the progress on the project.
2. Refilling Full-Time Employee (FTE) Vacancies -Board Review and Approval
3. Workman's Compensation – Commissioner Bardwell stated that AJ provided an outstanding report on Tuscola County as a recent meeting Commissioner Bardwell attended. Clayette reported that AJ wanted to present to the Board for the Jail Audit and is looking at June 24, 2021.
4. Michigan Employees Retirement System (MERS)
5. Michigan Association of Counties (MAC) 7th District Meeting Updates
6. Safety Committees – Watch for Grant Opportunities

Other Business as Necessary (matters added) –

1. Jail Construction Project – Commissioner Bardwell provided an update from a conversation that he had with Jennifer Leitzel regarding a new Jail. Board discussed building a new jail for Tuscola County.
2. Putman Construction Project Building Inspection – Commissioner Bardwell provided an update that the Inspections happened on June 4, 2021.

On-Going Other Business as Necessary

1. Animal Control Ordinance – No Updates
2. Building Codes RFP (matter added) – Clayette reported that a couple of entities have called with questions but there have been no formal responses received at this time.

At 12:27 p.m., there were 20 participants attending the meeting virtually.

Public Comment Period – None

Motion by Young, seconded by Vaughan to adjourn the meeting at 12:29 p.m. Roll Call Vote: Young - yes; Vaughan - yes; DuRussel - yes; Grimshaw -yes; Bardwell - yes. Motion Carried.

Meeting adjourned at 12:29 p.m.

Jodi Fetting
Tuscola County Clerk

DRAFT

**Tuscola County Board of Commissioners
Finance Committee Meeting
Tuesday, June 8, 2021**

Commissioner Young, Finance Committee Leader, called the meeting to order on Tuesday, June 8, 2021 at 9:32 a.m. at the HH Purdy Building, 125 W Lincoln Street, Caro MI 48723.

Roll Call - Clerk Jodi Fetting

Commissioners Present In-Person:
District 1 – Thomas Young

Others Present in-Person:
Tracy Violet, Clayette Zechmeister, Commissioner Kim Vaughan, Treasurer Ashley Bennett, Register John Bishop, Mark Ransford

Commissioner Absent:
District 4 - Douglas DuRussel

Also Present Virtual:
Clerk Jodi Fetting, Mark Haney, Mary Drier, Mike Miller

At 9:35 a.m., there were 4 participants attending the meeting virtually.

Finance/Technology
Committee Leader Commissioner Young
Commissioner DuRussel

Primary Finance/Technology

1. Land Bank Authority Financing – Matter was discussed by members.
 - Mark Ransford, Tuscola County Land Bank Treasurer, provided an overview of the purpose of the Tuscola County Land Bank and the future goals of the Tuscola County Land Bank for property improvement. Mark provided an overview of funding needs of the Tuscola County Land Bank.
 - Treasurer Ashley Bennett reviewed fund balances in the Fund 532 - Tax Foreclosure Fund and Fund 626 - Combined Revolving Tax Fund. She also explained the purposes of the two funds. Also, a copy of the Delinquent Tax Revolving Fund Policy was provided.
 - A proposed amount to place in a fund for use by the Tuscola County Land Bank was discussed. Tentatively, the amount of \$150,000.00 was discussed.

-The Tuscola County Land Bank members have been meeting with the State Land Bank to learn and gain guidance on how to best utilize a County Land Bank.

-Commissioner Young questioned the amount of funds that would need to be provided by Tuscola County to establish the program and keep it maintained in coming years.

-Mark Ransford explained that the goal of the members of the Tuscola County Land Bank is to make the program sustainable.

-Clayette Zechmeister explained that Fund 626 - Combined Revolving Tax Fund has a fund balance that could be drawn off from to do the initial deposit. The funds could be given as a loan or as an appropriation as long as it does not violate the Delinquent Tax Revolving Fund Policy. Clayette does not recommend an appropriation from the General Fund at this time with the budget being mid-year.

-Register John Bishop explained that Tuscola County could do the funding as a loan to the Tuscola County Land Bank. It could be done as a loan with or without interest. He also explained that the loan could be forgiven at a later date.

-The Tuscola County Land Bank would like to present to the Full Board at the Committee of the Whole meeting on June 21, 2021.

-Treasurer Bennett wanted to have the Finance Committee meeting to answer any preliminary questions or complete necessary research of any questions the Finance Committee may have prior to presenting at the Committee of the Whole.

-A goal of the Tuscola County Land Bank is to work toward getting selected properties back on the tax roll.

-Mark Ransford explained there possibly could be funds available from entities such as Brownfield Development and Department of Environment, Great Lakes and Energy Water Resources Division (EGLE) that the Tuscola County Land Bank will pursue capturing when possible.

-Commissioner Kim Vaughan stated to the Tuscola County Land Bank members to make sure they have the proper start up funds that will be needed for the program to be successful.

-Treasurer Bennett would like the Board of Commissioners to support the Tuscola County Land Bank in moving this forward as a positive endeavor for Tuscola County.

-Treasurer Bennett explained the Fund 532 - Tax Foreclosure Fund and what the funds can be used for and who has authority of how the funds are spent. The outcome of the Rafaeli case is still pending.

-The members discussed the options of using funds from the Fund 532 - Tax Foreclosure Fund or using funds from the Fund 626 - Combined Revolving Tax Fund. Clayette and Treasurer Bennett discussed the projected year-end balances of the accounts. The amount that is projected to be transferred into the General Fund at the end of the year was also discussed.

Meeting adjourned at 10:42 a.m.

Jodi Fetting
Tuscola County Clerk

DRAFT

'DRAFT'

COUNTY OF TUSCOLA

STATE OF MICHIGAN

RESOLUTION TO ADOPT CONSENT AGENDA

At a regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building in the Village of Caro, Michigan, on the 10th day of June, 2021 at 8:00 a.m. local time.

COMMISSIONERS PRESENT: _____

COMMISSIONERS ABSENT: _____

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Consent Agenda Resolution be adopted:

CONSENT AGENDA

- Agenda Reference:** A
- Entity Proposing:** COMMITTEE OF THE WHOLE 6/07/21
- Description of Matter:** Move to approve the Clean Sweep Program grant agreement with Michigan Department of Agriculture and Rural Development in the amount of \$25,000.00. Also, all appropriate signatures are authorized

IT IS FURTHER RESOLVED that any motion, resolution, or other act of Tuscola County inconsistent with this Resolution is hereby rescinded, modified, replaced or superseded by this Resolution.

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetting
Tuscola County Clerk



AMENDMENT TO THE SCRAP TIRE CLEANUP GRANT AGREEMENT
BETWEEN
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, and ENERGY
AND TUSCOLA COUNTY RECYCLING
(Authorized by 1994 PA 451)

This Amendment modifies the grant agreement between the Michigan Department of Environment, Great Lakes and Energy (hereafter "State"), formerly Michigan Department of Environmental Quality, and Tuscola County Recycling (hereafter "Grantee"), signed by the State on November 21, 2019, for the Name Scrap Tire Cleanup Grant Project. This Amendment does not take effect until signed by both parties.

The revisions to the Grant Agreement are limited to those specified below. All other provisions of the Agreement remain in effect.

PROJECT SCOPE (WORK PLAN)

There are no Project Scope (Work Plan) changes.

AGREEMENT END DATE

The State and the Grantee agree to extend the end date of this Grant Agreement from August 31, 2021, to December 31, 2021. The Grantee will complete all obligations under this Agreement no later than the end date, as amended. Costs incurred after the amended end date are not eligible for Reimbursement under the Grant Agreement.

COMPENSATION (BUDGET)

The State and the Grantee agree to increase funding for the Scrap Tire Cleanup Grant in the amount of \$16,000.00.

AUTHORIZED SIGNATURES

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

Elizabeth M. Browne, Director, Materials Management Division

klg 06/08/21

Date

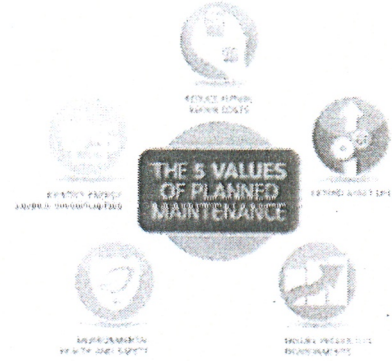
Name/Title

PLANNED SERVICE SUMMARY

6-9-21

County Of Tuscola
440 N State St
Caro MI 48723-1555

County of Tuscola PSA 2021



Dear Mike:

Thank you for using Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Per the terms of your Two (2) year Planned Service Agreement the total price for year 1 (8/1/21 to 7/31/22) is \$15140.00, year 2 (8/1/22 to 7/31/23) is \$15640.00 to be paid annually. Invoices will be sent to:

Tuscola County Courthouse
125 W Lincoln St
Caro MI 48723

	YR1	YR2	Months of Planned Work
DHS	\$ 2650	\$ 2730	4 - consist of Metasys Controls, Boilers, Backflows, RTU's
Court/Jail	\$11003	\$11360	7 – consist of Boilers, AHU's, Pumps, Pneumatics, Air Compressor, Metasys Controls, Digital Stats, Cooling Tower, Condensing Units, Backflows, RTU's
MSP	\$ 1487	\$ 1550	4 – consist of VAV's, Humidifier, Backflows, Boilers, Condensing unit, AHU
Total	\$15140	\$15640	

Labor for work outside of this scope will receive 10% discount from street rates for life of this agreement.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,
Johnson Controls

Lindsay Short
JOHNSON CONTROLS SAGINAW TRAVERSE MI CB - 0N14
1080 Tittabawassee Rd
Saginaw MI 48604-1048
Phone: (866)635-1392

Johnson Controls planned service proposal

Prepared for COUNTY OF TUSCOLA

Customer
COUNTY OF TUSCOLA

Local Johnson Controls Office
1080 TITTABAWASSEE RD
SAGINAW, MI 486041048

Agreement Start Date:
08/01/2021

Proposal Date
06/9/2021

Estimate No:
1-1AFTQ1L4



Partnering with you to deliver value-driven solutions

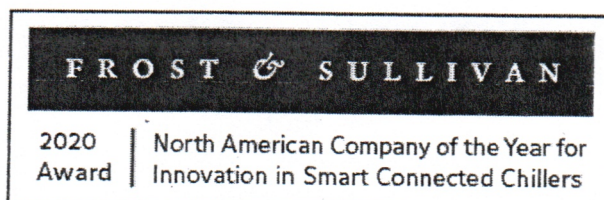
Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for COUNTY OF TUSCOLA

Dear Mike,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 2 Years starting 08/01/2021 and ending 07/31/2023.
- The agreement price for first year is \$15140.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Lindsay Short
Service Manager
(866) 635-1392

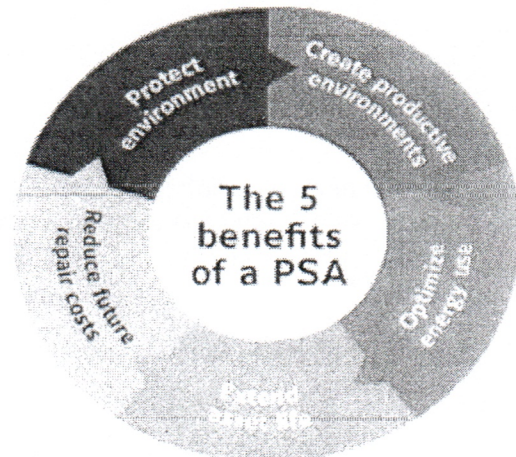
The power behind **your mission**

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

- 1. Identify energy savings Opportunities**
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce future repair costs**
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend asset life**
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure productive environments**
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
- 5. Promote environmental health and safety**
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

Operational Visit/Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controller for your mechanical equipment. The inspection includes the following tasks:

- Visual inspection of the control panel.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the

tower and basin to prevent blockage and potential damage to critical system components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Vibration Analysis – Fan & Pump

Johnson Controls technicians will collect vibration data at various measurement points on the machine. This data is used to assess the condition of bearings, sheaves, belts and rotors. It also detects the presences of imbalance or misalignment. Repairs are followed up with another vibration analysis to ensure root problems have been identified and resolved.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission

Planned Service Agreement

Customer Name : COUNTY OF TUSCOLA
Address: 440 N STATE ST CARO, MI 48723-1555
Proposal Date: 06/09/2021
Estimate #: 1-1AFTQ1L4

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 08/01/2021 and will continue until 07/31/2023 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$15140.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

TUSCOLA COUNTY COURTHOUSE
125 W LINCOLN ST
CARO,MI 48723

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Lindsay Short

By: _____

Signature: _____

Signature: _____

Title: Service Manager

Date: _____

Title: _____

Date: _____

Signature: _____

Customer PO#: _____

Title: _____

Date: _____

JCI Branch: JOHNSON CONTROLS SAGINAW TRAVERSE MI CB - 0N14

Address: 1080 TITTAWASSEE RD

SAGINAW, MI 486041048

Branch Phone: (866) 635-1392

Branch Email: _____

Schedule A - Equipment List

TUSCOLA COUNTY DHS BLDG	1365 CLEAVER RD CARO, MI 48723-9135
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Product: Controls (Controller/End Devices), Roof Top Unit (RTU), Johnson Controls, >20 points

Quantity: 5 Coverage Level: Basic	Services Provided 1 Operational
<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK
	<u>Model #</u>
	<u>Serial #</u> 1-14HAOR0V

Product: Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points

Quantity: 1 Coverage Level: Basic	Services Provided 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK
	<u>Model #</u>
	<u>Serial #</u> 1-14HAORJV

Product: Boiler, Gas-Fired, High Efficiency, 0-10 HP

Quantity: 1 Coverage Level: Basic	Services Provided 1 Operational 1 Combustion Analysis 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> Triangle Tube
	<u>Model #</u>
	<u>Serial #</u> 1-BIKIUB0

Product: Backflow Preventor <=4"

Quantity: 1 Coverage Level: Basic	Services Provided 1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u> Watts
	<u>Model #</u>
	<u>Serial #</u> 1-BIKIUE7

TUSCOLA COUNTY DHS BLDG	1365 CLEAVER RD CARO, MI 48723-9135
--------------------------------	--

Product: Roof Top Unit (RTU), Cooling/Gas Heating, without Economizer, <8 Tons

Quantity: 5

Coverage Level: Basic

Services Provided

1 Condenser Coil Cleaning

Customer Tag

Manufacturer

Model #

Serial #

TUSCOLA COUNTY COURTHOUSE	440 N STATE ST CARO, MI 48723-1555
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Product: Boiler, Gas-Fired, High Efficiency, >10 HP

Quantity: 2	Coverage Level: Basic	Services Provided	
		1 Operational	1 Combustion Analysis
		1 Comprehensive	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	RayPak	H750	1-BINSJME
	Lochinvar Corporation	KBN701	1-BINOPS2

Product: Air Handling Unit (AHU), Mixed Air, <15 HP

Quantity: 2	Coverage Level: Basic	Services Provided	
		1 Comprehensive	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Trane	FIELD UPDATE NEEDED	1-BINVG8/FIELD UPDATE NEEDED
	Trane		1-BINVGR8

Product: Pump, Circulating, 0-10 HP

Quantity: 2	Coverage Level: Basic	Services Provided	
		1 Operational	1 Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Aurora		1-BIO6005

Product: Pneumatic, Room Thermostat

Quantity: 10	Coverage Level: Basic	Services Provided	
		1 Operational	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	JCI_YORK		1-BIO601Y

Product: Pneumatic, Control Valve, 1/2 - 2in, Water

Quantity: 10	Coverage Level: Basic	Services Provided	
		1 Operational	

TUSCOLA COUNTY COURTHOUSE	440 N STATE ST CARO, MI 48723-1555
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<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK	<u>Model #</u>	<u>Serial #</u> 1-BIO603D
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Product: Air Compressor/Dryer, Air Compressor, Commercial, <5 HP

Quantity: 1	Services Provided
Coverage Level: Basic	1 Belt Change
	1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK	<u>Model #</u>	<u>Serial #</u> 1-BIO604J
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Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 125001-250000 points

Quantity: 1	Services Provided
Coverage Level: Basic	1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK	<u>Model #</u>	<u>Serial #</u> 1-BIO6057
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Product: Controls, Digital Thermostat, All

Quantity: 50	Services Provided
Coverage Level: Basic	1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK	<u>Model #</u>	<u>Serial #</u> 1-BIO606P
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Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 21-60 points

Quantity: 1	Services Provided
Coverage Level: Basic	1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u> JCI_YORK	<u>Model #</u>	<u>Serial #</u> 1-BIO60BH
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TUSCOLA COUNTY COURTHOUSE	440 N STATE ST CARO, MI 48723-1555
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Product: Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 51-100 points

Quantity: 1	Coverage Level: Basic	Services Provided	
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	JCI_YORK		1-BIOGFX9

Product: Cooling Tower, Spray Distribution, <300 Tons

Quantity: 1	Coverage Level: Basic	Services Provided	
		1	Condenser Pump Strainer Cleaning
		1	Tower Cleaning
		1	Vibration Analysis (Fan)
		1	Seasonal Start-up
		1	Seasonal Shut-down
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Baltimore Aircoil		1-BIOGFZ9

Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Quantity: 2	Coverage Level: Basic	Services Provided	
		1	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Trane		1-BIOJQ09
	Trane		1-BIOGG0H

Product: Backflow Preventor <=4"

Quantity: 2	Coverage Level: Basic	Services Provided	
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Watts		1-BIOJQSJ

Product: Boiler, Gas-Fired, Fire Tube, <50 HP

Quantity: 2	Coverage Level: Basic	Services Provided	
		1	Operational
		1	Comprehensive
		1	Combustion Analysis
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
	Weil Mclain	878	1-BJ7X9DP

TUSCOLA COUNTY COURTHOUSE	440 N STATE ST CARO, MI 48723-1555
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Weil Mclain

978

Product: Roof Top Unit (RTU), Cooling/Gas Heating, without Economizer, <8 Tons

Quantity: 5

Coverage Level: Basic

Services Provided

1 Condenser Coil Cleaning

Customer Tag

Manufacturer

Model #

Serial #

MICHIGAN STATE POLICE POST	1485 CLEAVER RD CARO, MI 48723-9155
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Product: VAV Box, All Types

Quantity: 10
 Coverage Level: Basic

Services Provided
 1 Operational

Customer Tag

Manufacturer
 Trane

Model #

Serial #
 1-BIPB1J6

Product: Humidifier All

Quantity: 1
 Coverage Level: Basic

Services Provided
 1 Operational
 1 Comprehensive

Customer Tag

Manufacturer
 Carnes Company

Model #

Serial #
 1-BIPE3KA

Product: Backflow Preventor <=4"

Quantity: 1
 Coverage Level: Basic

Services Provided
 1 Comprehensive

Customer Tag

Manufacturer
 Watts

Model #

Serial #
 1-BIPE3KY

Product: Boiler, Gas-Fired, Atmospheric, 0-10 HP

Quantity: 2
 Coverage Level: Basic

Services Provided
 1 Operational
 1 Combustion Analysis
 1 Comprehensive

Customer Tag

Manufacturer
 Burnham Commercial
 Burnham Commercial

Model #

Serial #
 1-BIPFWSO
 1-BIPE3U8

MICHIGAN STATE POLICE POST	1485 CLEAVER RD CARO, MI 48723-9155
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Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Operational
- 1 Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

Trane

FIELD UPDATE
NEEDED

1-BIPFXBY/FIELD UPDATE
NEEDED

Product: Air Handling Unit (AHU), Variable Frequency Drive (VFD), <15 HP

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Comprehensive

Customer Tag

Manufacturer

Model #

Serial #

Trane

FIELD UPDATE
NEEDED

1-BIPFXCN/FIELD UPDATE
NEEDED

Equipment tasking

Air Compressor/Dryer, Air Compressor, Commercial, <5 HP

Belt Change

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform belt change procedures
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain condensate from tank and check traps
- Check safety relief valve
- Check condition of pulley and belts (if applicable)
- Inspect air filters and wash or replace as needed
- Replace oil in compressor and check for proper level
- Lubricate motor bearings (per manufacturer's recommendations)
- Check PE switch and starter
- Check pressure reducing station for proper operation
- Inspect pressure reducing station filters and clean or replace as required
- Check for proper operation of air drier
- Check air drier condenser coil
- Brush air dryer, condenser and cover grills as required
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Mixed Air, <15 HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Visually inspect damper(s)
Check condition of pulleys and belts
Check for proper fan operation
Check condition of coils
Check condition of filters
Record temperatures and pressures (if applicable)
Check for unusual noise and vibration
Check for deterioration of gaskets and seals
Check overall condition of unit
Visually inspect for fluid leaks of coils and connecting piping
Check starter/contactors
Check and tighten electrical connections
Check damper operation and lubricate as required
Visually check control valve(s)
Lubricate blower and motor bearings
Clean condensate pan and clear drain line
Check condition of blower assembly
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Variable Frequency Drive (VFD), <15 HP

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check for heat damage
Review event log (if applicable)
Ramp drive up and down, and check for proper operation (if possible)
Check condition of air filter and clean or replace as needed
Verify proper operation of cooling fans and clean as needed
Check for unusual noise or vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Backflow Preventor <=4"

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Test and calibrate check valve operation of backflow prevention device with test

set
Bleed air from backflow preventer
Inspect for leaks
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Boiler, Gas-Fired, Atmospheric, 0-10 HP

Combustion Analysis	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform combustion analysis procedures Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Use appropriate Arc/flash personal protective equipment on voltages over 240 volts All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect burner contactors for wear Check and tighten electrical connections Check for proper gas supply pressure Check and clean pilot assembly Clean combustion fan wheel Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed Check burner for proper sequence of operation Check operating controls Check all safety controls Lift relief valve to ensure proper operation Check boiler relief valves for leakage Check combustion damper operation (if applicable) Check operation of primary boiler pump (if applicable) Check factory supplied gas piping and components for leakage Drain boiler, open hand hole covers and clean as needed (if applicable) Disassemble and clean low water cut-out Fill boiler and check for proper operation of make-up water valve Verify proper operation of low water cut-out control Check overall condition of unit Record and log all operating parameters (including pressures and temperatures) Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	Use appropriate eye protection in work environment

- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Check combustion damper operation (if applicable)
- Check operation of primary boiler pump (if applicable)
- Verify proper operation of low water cut-out control
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valv
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, Fire Tube, <50 HP

Combustion Analysis

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform combustion analysis procedures
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect burner contactors for wear
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls

- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valve
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, High Efficiency, 0-10 HP

Combustion Analysis

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform combustion analysis procedures
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work

- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect burner contactors for wear
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Inspect condensate piping , trap and drain
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Inspect condensate piping , trap and drain
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valv
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, High Efficiency, >10 HP

Combustion Analysis

- Use appropriate eye protection in work environment

- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform combustion analysis procedures
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Inspect burner contactors for wear
- Check and tighten electrical connections
- Check for proper gas supply pressure
- Check and clean pilot assembly
- Clean combustion fan wheel
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
- Check burner for proper sequence of operation
- Check operating controls
- Check all safety controls
- Inspect condensate piping , trap and drain
- Lift relief valve to ensure proper operation
- Check boiler relief valves for leakage
- Check combustion blower motor operation and lubricate as needed
- Check factory supplied gas piping and components for leakage
- Drain boiler, open hand hole covers and clean as needed (if applicable)
- Disassemble and clean low water cut-out
- Fill boiler and check for proper operation of make-up water valve
- Verify proper operation of low water cut-out control
- Check overall condition of unit
- Record and log all operating parameters (including pressures and temperatures)
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Inspect condensate piping , trap and drain
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation

- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valv
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
- Use and follow the JCI process for handling and working with Used Oil
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for visual signs of refrigerant/oil leak(s)
- Conduct refrigerant leak check
- Check for proper crank case heater operation (if applicable)
- Perform lock-out and tag-out procedure
- Inspect condenser fan and compressor contactors for wear
- Check and tighten electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check refrigerant charge (sight glass)
- Check for proper crank case heater operation (if applicable)
- Check for visual signs of refrigerant/oil leak(s)
- Check for proper condenser fan operation

- Check for unusual noise and vibration
- Check overall condition of unit
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 21-60 points

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Create local back up of existing program and store on on-site computer and on-site media
- Verify unit is controlling to set points by checking sequences of operations and PID loops
- Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals. Notify customer of any issues with those devices
- Identify and notify customer of abnormal point communications
- Identify and notify customer of current overrides (e.g. out of service) and negative impacts
- Identify and notify customer of all current alarms and negative impacts
- Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)
- Visually validate system outputs from the field controller
- Validate controls safety circuit and alarm verification (coordinate with customer)
- Tighten electrical connections
- Check overall condition of panel and perform visual inspection of unit and surrounding area
- Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Create local back up of existing program and store on on-site computer and on-site media
- Verify unit is controlling to set points by checking sequences of operations and PID loops
- Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals. Notify customer of any issues with those devices
- Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)
Visually validate system outputs from the field controller
Tighten electrical connections
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 51-100 points

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Create local back up of existing program and store on on-site computer and on-site media
Verify unit is controlling to set points by checking sequences of operations and PID loops
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals. Notify customer of any issues with those devices
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)
Visually validate system outputs from the field controller
Tighten electrical connections
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Roof Top Unit (RTU), Johnson Controls, >20 points

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Verify unit is controlling to set points by checking sequences of operations and PID loops
Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 125001-250000 points

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
Execute Performance Verification to identify abnormal supervisory device communications.
Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).
Back up all supervisory controllers and OWS/server devices
Archive object database for Metasys system
Ensure security database is consistent across devices and that default passwords have been changed
Back up all server repository databases (e.g. trends, alarms, etc.)
Document tasks performed during visit and report any observations to appropriate customer representative

Controls, Digital Thermostat, All

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Cycle thermostat and check for proper operation
Complete any required maintenance checklists, report observations to appropriate customer representative

Cooling Tower, Spray Distribution, <300 Tons

Condenser Pump
Strainer Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Clean strainer
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Shut-down

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Assure condenser pump(s) and tower fan(s) are disabled
- Shut off cooling tower make up
- Drain tower and basin
- Remove belts from drive (if applicable)
- Paint drive sheaves (if applicable)
- Drain condenser water lines below roof line (if applicable)
- Check operation of heat trace on condenser water and make up water lines (if applicable)
- Tag cooling tower out of service
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Start-up

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative to coordinate the startup of the system
- Install belts on drive and adjust tension (if applicable)
- Shut off the tower drain
- Open the cooling tower make up and fill tower
- Check for proper operation of make up water controller and adjust as needed
- Remove shutdown tag from unit
- Start condenser water pump to assure proper flow thru the cooling tower
- Start tower fan(s) to check operation
- Check for spray nozzle blockage
- Document tasks performed during visit and report any observations to appropriate customer representative

Tower Cleaning

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240

volts

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Drain tower and basin
Remove soot and debris
Clean basin
Fill tower and basin
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Vibration Analysis (Fan)

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Record equipment specific information for reference
Install pads and labels (if applicable)
Install sensors in proper location.
Start equipment and run at normal operating conditions.
Record readings and remove sensors.
Submit readings for report generation and deliver to customer with recommendations.
Document tasks performed during visit and report any observations to appropriate customer representative

Humidifier All

Comprehensive

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Check with appropriate customer representative for operational deficiencies
Check control valve(s)
Check manifold
Check strainer
Check trap
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Check with appropriate customer representative for operational deficiencies

- Check control valve(s)
- Check manifold
- Check strainer
- Check trap
- Clean area around equipment
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pneumatic, Control Valve, 1/2 - 2in, Water

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity, actions, follow-up, etc
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pneumatic, Room Thermostat

Operational

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Check with appropriate customer representative for operational deficiencies
- Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity, actions, follow-up, etc
- Complete any required maintenance checklists, report observations to appropriate customer representative

Pump, Circulating, 0-10 HP

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check for leaks
- Check coupling
- Lubricate pump and motor bearing(s) per manufacturer's recommendation
- Record and log all operating parameters
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to

appropriate customer representative

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check pressures
Visually inspect coupling
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Gas Heating, without Economizer, <8 Tons

Condenser Coil
Cleaning

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Rinse coil(s) thoroughly with water
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

VAV Box, All Types

Operational

Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery
Check with appropriate customer representative for operational deficiencies
Check temperature
Check damper and linkage
Cycle thermostat and check for proper operation
Check for leaks in air supply (if applicable)
Check fan operation
Clean area around equipment
Complete any required maintenance checklists, report observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$15140.00	Annually
Year2	\$15640.00	Annually

Special Additions and Exceptions

Customer shall receive 10% discount from street rate labor for work outside of this scope for life of this agreement.

	YR1	YR2
DHS	\$ 2650	\$ 2730
Court/Jail	\$11003	\$11360
MSP	\$ 1487	\$ 1550
Total	\$15140	\$15640

**TERMS AND CONDITIONS
DEFINITIONS**

CONNECTED EQUIPMENT SERVICES means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **JCI CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit

JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission-lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power

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surges”) and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;

- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI’s reasonable control and without JCI’s fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. Such payment is a condition precedent to JCI’s obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI’s reasonable collection costs (including legal fees and expenses). In the event of Customer’s default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer’s warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer’s warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI’s option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI’s property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer’s sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI’S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer’s and/or JCI’s recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or

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others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI.
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the

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Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. SOFTWARE AND DIGITAL SERVICES

Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Q. Privacy.

1. **JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

R. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

8. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or

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representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. **System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. **Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. **Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. **Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. **JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN**

APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

**COUNTY OF TUSCOLA
STORAGE LEASE
FOR 362 NORTH STATE STREET, CARO, MI**

This lease is made as of the ___ day of _____, 2021, by DOST PROPERTY, LLC, a Michigan limited liability company, of 205 West Sherman Street, Caro, Michigan 48723 (“Landlord”), and COUNTY OF TUSCOLA, a Michigan Public Body Corporate, of 125 West Lincoln Street, Suite 50, Caro, Michigan 48723 (“Tenant”), upon the following terms and conditions.

1. **Description of the Premises.** Landlord leases to Tenant and Tenant leases from Landlord that area consisting of approximately 8,500 square feet in the basement of the property commonly known as 362 North State Street (“Basement Segment of Building”), Caro, Michigan, (“Premises”), which shall include the following Tenant Improvements:

a. **Tenant’s Improvements.** In reliance upon Tenant’s agreements hereunder, and notwithstanding the above, Landlord shall provide turnkey improvements, to create storage space secured from access by others and isolated from the remainder of the building including any necessary space planning, as well as the following list of discussed improvements (the “Landlord’s Work”):

- Waterless fire protection**
- Humidity control system (de-humidifier)
- Handicap accessibility
- Security and fire alarm system
- All fixed shelving per Tenant’s specifications

** Landlord agrees to provide waterless fire protection so long as the Tenant provides the fire suppression tanks from the Tenant’s current storage facility, and transports them to the Premises.

b. Upon substantial completion of the above Tenant’s Improvements, Tenant shall be allowed access to the Premises to install trade fixtures not provided by Landlord, data and phone systems, and ancillary cabling of same, provided the Tenant does not interfere with the Landlord or Landlords contractors. This shall in no way be construed as occupancy for the purposes of commencing rent. Landlord requests any cabling be coordinated during construction as to most conveniently locate electrical for associated equipment and to ensure an efficient and consistent quality of construction.

2. **Common Access.** Landlord shall make available to Tenant, access to the Premises through the non-Premises part of the building (“Common Access”). The Common Access shall be under the exclusive control and management of Landlord, but Tenant has the right to use the Common Access for ingress and

egress purposes at all times during this Lease. However, no parking spaces/area is provided herein as the Premises lies adjacent to municipal parking.

3. **Term.** This lease shall be for the term of ten (10) years commencing the first day of the month following the completion of Landlord's Work in the year 2021 (as set forth in Section 1.a.) ("Commencement Date") and ending on midnight of the day prior to the anniversary date of the Commencement Date in the year 2031. The Lease term shall automatically renew for up to five (5) additional terms of ten (10) years~~one (1) year~~ each, each commencing on the calendar date immediately following the last day of the prior term ("Renewal Commencement Date") and terminating one day prior to the tenth anniversary of the then current Renewal Commencement Date, unless Tenant provides Landlord with written notice within ninety (90) days prior to the end of the then current term of Tenant's intent to terminate the Lease and all unexercised renewals. All renewal terms shall be upon the same terms and conditions herein, and rent shall be adjusted as set forth in Section 4. The word "term" as used in this Lease shall include any renewal term.

4. **Rental.** Tenant shall pay to Landlord, on the first day of each month, commencing on the Commencement Date, monthly rent in the amount of \$3,720.00. If Tenant fails to pay any amount it owes Landlord under this lease before the 10th day of the month in which it is due, Tenant shall be assessed a one-time late charge of \$50.00 and shall be subject to a service charge until it is paid at the lesser of the rate of 2 percent per month or the highest rate permitted by law.

Rent for each renewal term shall increase by the CPI Increase for each renewal term. The term "CPI Increase" shall mean a fraction, the numerator which is the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI. The "Current CPI" is the CPI for the calendar month that is three months prior to the first calendar month of the renewal term for which the rent increase is being calculated and the "Prior CPI" is the CPI for the calendar month that is three months prior to the first calendar month of the initial term or renewal term that immediately precedes the renewal term for which the ~~annual~~ rent increase is being calculated. The term "CPI" shall mean the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, All Items (1982-84 = 100), or any successor index thereof, appropriated adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or non-partisan index or computation shall be used which would obtain a substantially similar result as if the CPI had not been discontinued.

5. **Use.** Tenant shall use and occupy the Premises as a storage facility only and for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency.

Tenant shall not deface or injure the Premises, permit anything to be done on the Premises tending to create a nuisance or to disturb other tenants in the building, or permit any activity in the Premises that will result in an increase of any insurance premium on the Premises.

6. **Taxes.** Landlord shall be responsible for all real estate taxes and special assessments levied against the land and improvements on the property in which the Premises are situated. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

7. **Maintenance and Repair.** Landlord shall be responsible for maintenance and repair of the exterior of the Premises and grounds, including window replacement. However, if the necessity for any repairs ~~is~~ caused by the negligence or willful act or omission of Tenant, its agents, employees, invitees or licensees, then Tenant shall be responsible for the cost of such repairs. ~~Landlord~~ ~~Tenant~~ shall be responsible for all repairs and maintenance to the inside of the premises, ~~that are non-structural in nature,~~ and ~~Landlord~~ shall be responsible for all any other repairs and maintenance and repairs of heating, ventilation and air conditioning, plumbing and electrical systems, fire suppression and handicap accessibility to the interior. Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Tenant shall be responsible for any decorating it desires during the term of this Lease, including painting and carpet replacement whether such replacement or redecoration is due to the wishes of Tenant or due to ordinary wear and tear. Tenant shall be responsible for maintaining interior light bulbs and interior Plumbing Fixtures (Faucets, Sinks and Toilets) and ~~The Premises shall be kept in good and safe condition by the Tenant, including the windows, the electrical fixtures, the plumbing fixtures, and any other system or equipment within the Premises. Landlord shall be responsible for all maintenance and repairs of heating, ventilation and air conditioning, plumbing and electrical systems, fire suppression and handicap accessibility. Tenant shall be responsible for maintaining~~ any systems and equipment Tenant installs on the Premises.

8. **Assignment and Subletting.** Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this lease or sublet the Premises or any portion of the Premises without Landlord's prior written consent. In the event of any assignment or sublease, Tenant shall remain fully liable on this lease. Landlord's right to assign this lease is unqualified. Upon any sale of the Premises in which the purchaser assumes all obligations under this lease, Landlord shall be entirely free of all obligations of the landlord under this lease and shall not be subject to any liability resulting from any act, omission, or event occurring after the conveyance. Tenant agrees to recognize and attorn to any such transferee, and Tenant further agrees, at Landlord's request, to sign and deliver a recordable document setting forth the provisions of this paragraph.

9. **Utilities.** Tenant shall pay the cost of any and all utilities upon the Premises, including without limitation security and fire alarm monitoring, electricity, natural gas, water, and sewer. Landlord shall not be liable in damages should the furnishing of any utilities be interrupted by fire or other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of Landlord. Tenant shall pay the cost of any telephone, cable, internet, trash disposal, and like services, provided to the Premises.
10. **Insurance.** Landlord shall insure the Premises, including the Premises and the common areas, against loss or damage under a policy of fire or extended coverage insurance in percentage amounts that Landlord deems appropriate. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, naming Landlord as additional insured, with liability coverage of not less than \$500,000 for injury or death to any one person, \$1,000,000 for injury or death to more than one person, and \$300,000 for damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy. Any insurance maintained by either party pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party or its agents or employees with respect to losses payable under the policy. Any personal property kept on the premises by Tenant shall be kept there at Tenant's sole risk.
11. **Damage or Destruction.** If, during the term of this lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the Premises shall be repaired as speedily as possible at Landlord's expense unless this lease is terminated as provided below. If, during the term of this lease, the Premises is partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises to its prior condition equals or exceeds 50 percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Landlord, either Landlord or Tenant shall have the right to terminate this lease by giving the other written notice of its election to do so within 90 days after the date on which the damage occurs. Upon the giving of this notice, the lease shall terminate as of the date on which the damage occurred, and the rent shall be adjusted to that date. If the notice by Landlord or Tenant is not given, this lease shall continue and Landlord shall cause the Premises to be repaired or restored with due diligence.
12. **Condemnation.** If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of, such a taking, then the term of this lease shall cease on that part of the Premises to be taken from the day the

possession of that part shall be acquired by public authority, and the rent shall be paid up to that date. If the taking of a portion the Premises substantially impairs the usefulness of the Premises for the purpose for which the premises were leased, Tenant shall have the right either to terminate this lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this lease, except that the rent shall be reduced in proportion to the amount of the Premises taken and, in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of Landlord, whether the damages are awarded as compensation for diminution of value of the leasehold or to the fee of the premises. However, Landlord shall not be entitled to any award made to Tenant, such as for costs of removing fixtures or for business interruption.

13. **Alterations.** With the sole exception of securing removable walls to the floor of the Premises, no improvements, alterations, additions, or physical changes shall be made on the Premises by Tenant without the prior written consent of Landlord. Tenant shall, at its own expense, install any curtains, blinds, shades, and screens it desires on the windows in the Premises. Tenant shall not paint or decorate any part of the interior or exterior of the Premises without the express written consent of Landlord. Also, Tenant shall not attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls or corridors of the Premises or any window or door of the Premises without Landlord's prior written consent. All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with, the Premises at the termination of the lease. However, Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Premises caused by the removal.

14. **Remedies and Default.** If Tenant does any of the following:
- (a) defaults in paying any sums to Landlord when due (which is the 1st of the month and not the 10-day period to assess late fee), including rent and additional rent, and does not cure the default within 10 days after receipt of written notice from Landlord;
 - (b) defaults in performing any other covenant or condition of the lease and does not cure the other default within 30 days after written notice from Landlord specifying the default; or
 - (c) is adjudicated a bankrupt or makes any assignment for the benefit of creditors;

then Landlord may:

- (1) accelerate the full balance of the rent payable for the remainder of the term and sue for sums due, and/or
- (2) terminate this lease, and/or
- (3) without terminating this lease, reenter the Premises and dispossess Tenant or any other occupant of the Premises, remove Tenant's

effects, and relet the Premises for the account of Tenant for rent upon terms that are satisfactory to Landlord, crediting the proceeds, after deducting the costs and expense of reentry, alterations, additions, and reletting, to the unpaid rent and the other amounts due under the lease during the remainder of the term, and Tenant shall remain liable to Landlord for the balance owed;

(4) effect any and all other remedies provided by law.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this lease, or because of the breach of any other covenant to be performed by Tenant, and a breach is established, then Tenant shall pay to Landlord all expenses incurred in the action, including reasonable attorney fees, resulting from said breach, and shall be enforceable whether or not the action is prosecuted to judgment. Notwithstanding any termination of the Lease by Landlord or reentry by Landlord without a termination, Tenant shall continue to be liable to Landlord for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

15. **Access to Premises.** Landlord shall have the right, with advance notice to Tenant and with Tenant's consent which shall not be unreasonably withheld, and in strict compliance with Tenant's security and confidentiality requirements, to enter the premises at all reasonable hours, provided that the entry does not interfere with the operation and conduct of Tenant's use. However, in the event of an emergency, Landlord has the right to immediately access the Premises. Tenant shall permit Tenant at any time within 90 days before the expiration of the Lease to place on the Premises standard "for lease" signs. Landlord shall have the right to access the Premises to install, maintain, repair, and replace pipes, ducts, conduits, and wires serving the building in a manner that will not materially interfere with Tenant's use of the Premises.
16. **Waiver/Amendment.** Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this lease. This lease may not be changed, modified, or discharged orally, but may be amended by a mutually executed Agreement.
17. **Notices.** All notices required under this lease shall be in writing and shall be deemed to be given if either delivered personally or mailed by certified or registered mail or sent by a next business day delivery services (such as FedEx) to Landlord or to Tenant at their respective addresses set forth in this lease or to any other address that either party furnishes in writing during the term of this lease.
18. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant and its successors and assigns that, upon Tenant's paying the rent and observing and

performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, occupy, possess, and enjoy the Premises for the full term of this lease.

19. **Subordination to Mortgage.** Any mortgage now or later placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this lease. Tenant subordinates all of its interest in the leasehold estate created by this lease to the lien of any mortgage of Landlord. Tenant shall, at Landlord's request, sign any additional documents necessary to indicate this subordination. Notwithstanding the foregoing, Tenant's possession of the Premises under this lease shall not be disturbed by any mortgagee or holder of a note secured by a mortgage now existing or later placed on the Premises, unless Tenant breaches any of the provisions of this lease and the lease term of Tenant's right to possession is lawfully terminated in accordance with the provisions of this lease.

20. **Security Deposit.** Tenant shall pay a security deposit in the amount of \$5,580.00 upon the execution of this lease. The deposit shall be held by Landlord, without liability for interest, as security for Tenant's faithful performance of all the terms, covenants, and conditions of this lease to be kept and performed by Tenant during the term of this lease. If Tenant fails to keep and perform any of its covenants of this lease, then Landlord, at its option, may appropriate and apply the entire deposit, or as much as may be necessary, to compensate Landlord for losses or damages it sustains due to Tenant's breach. If the entire deposit, or any portion, is appropriated and applied by Landlord to pay overdue rent or other sums due and payable to Landlord by Tenant under this lease, then Tenant shall, upon the written demand of Landlord, immediately remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant's failure to do so within 5 days after receipt of the demand shall constitute a breach of this lease. Landlord may commingle the security deposit with any other funds of Landlord and shall not pay any interest on the deposit held.

21. **Holding Over.** If Tenant remains in possession of the Premises after the expiration or termination of the lease and without signing a new lease, it shall be deemed to be occupying the Premises as a tenant from month to month at the minimum rent (as adjusted in this lease) x 125%, subject to all the conditions, provisions, and obligations of this lease insofar as it can be applicable to a month-to-month tenancy, cancelable by either party upon 30 days written notice to the other.

22. **Recording.** Tenant shall not record this lease without the written consent of Landlord; however, upon the request of either party, the other party shall join in signing a memorandum or so-called "short form" of this lease for the purpose of recordation. The memorandum or short form of this lease shall describe the parties, the premises, the term of this lease and the right of first refusal by reference.

23. **Captions and Headings.** The captions and heading used in this lease are intended only for convenience and are not to be used in construing this lease.
24. **Applicable Law.** This lease shall be construed under the laws of the state of Michigan. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.
25. **Successors.** This lease and its covenants and conditions shall inure to the benefit of and be binding on Landlord and its successors and assigns and shall be binding on Tenant, its successors and permitted assigns of Tenant.
26. **No Partnership.** Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
27. **Recovery by Tenant.** Tenant agrees to look solely to the interest of Landlord in the land and improvements on which the Premises are situated to satisfy any judgment against Landlord as a result of any breach by Landlord of its obligations under this lease.
28. **Estoppel Agreement.** At the request of Landlord, Tenant shall, within 10 days deliver to Landlord, or anyone designated by Landlord, a certificate stating the commencement date and the term and certifying, as of that date to which rent, additional rent, and other charges under this lease are paid, that this lease is unmodified and in full force, and that Landlord is not in default under any provision of this lease or, if the lease is modified or if Landlord is in default, stating the modification or the nature of the default and the amount of any claims.
29. **Right of First Refusal in the Event of Sale.** In the event that Landlord should receive a bona fide written offer to purchase the property ("Offer") commonly known as 362 N. State Street, Caro, Michigan (the "Property"), for which Landlord, in its sole discretion, wishes to accept, and so long as Tenant is not in default under the terms and conditions herein, Tenant is hereby granted the exclusive right to purchase the Property under the same terms and conditions of the Offer. In such event that Landlord should receive an Offer, Landlord shall present the Offer to the Tenant in writing, and Tenant shall have a period of thirty (30) days to provide Landlord with written notice of its election to purchase the Property under the same terms and conditions of the Offer within thirty (30) days of the closing date as specified in the Offer. If Tenant should fail to respond, Landlord may transfer the Property in accordance with the Offer, in Landlord's sole discretion. This Right of Refusal may be memorialized in a separate document and recorded at either parties' election.
30. **Additional Provisions.**

- A. **Signs.** Except as set forth in this lease, Landlord reserves the exclusive right to the exterior of the Premises, and Tenant shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the building without the prior written consent of Landlord, which will not be unreasonably withheld. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the building as a whole.
- B. **Acceptance of Occupancy.** Tenant shall commence occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease. Tenant has inspected the Premises and common areas, and subject to the satisfactory completion of the Landlord's Work finds them in good order and repair, acceptable for Tenant's intended use of the Premises, and accepts the Premises and common areas as is.
- C. **Vacation of Premises.** Tenant shall not vacate or abandon the Premises at any time during the term of this Lease, and if Tenant abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Tenant left on the Premises shall be deemed abandoned, at the option of Landlord. Landlord may also take possession of any personal property left by Tenant on the Premises and charge Tenant a monthly fee for the storage of that personal property. Any fee charged by Landlord for this purpose shall be deemed to be additional rent under this Lease and payable immediately.
- D. **Surrender of Premises.** Tenant shall surrender the Premises to Landlord at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear.
- E. **Tenant's Liability.** All Tenant's personal property, including trade fixtures, on the Premises shall be kept at Tenant's sole risk. Landlord shall not be responsible or liable to Tenant for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Tenant or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the negligence or recklessness of Landlord. The provisions of this section shall not be interpreted to prevent Tenant from recovering any losses under the coverage provided by Landlord's fire and extended coverage insurance policy, if any losses of Tenant are covered by that policy.

F. **Time of the Essence.** Time shall be deemed to be of the essence in the performance of this Lease.

WITNESSES:

WITNESSES:

LANDLORD:

DOST PROPERTY, LLC, A
Michigan limited liability company

By: _____
MARK RANSFORD
Its: Authorized Member

TENANT:

COUNTY OF TUSCOLA, a
Michigan Public Body Corporate

By: _____
Its:

TUSCOLA COUNTY, MICHIGAN
2 CFR PART 200 COST ALLOCATION PLAN

Summary Schedule

Department	FOC/DP	216 Family Counsel	218 Dispatch/911	221 Health Dept	224 Regional DWI Court Grant	225 Vassar Police	230 Recycling	232 Millington Police	233 Mental Health Court	236 Victims Services
1 Building Depreciation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2 Equipment Depreciation	0	0	0	0	25	0	0	0	0	0
3 101-104 Postage	0	0	0	0	0	0	10	0	0	0
4 101-202 Professional Services	0	227	1,244	388	494	292	988	267	271	275
5 101-211 Legal Services	0	17	2,617	0	1,684	801	3,952	1,694	420	1,010
6 101-215 Clerk	0	7	520	0	154	46	349	59	32	67
7 101-223 Controller	0	243	37,322	1,841	8,332	3,470	19,737	5,171	2,565	4,941
8 101-253 Treasurer	0	3,161	11,929	4,992	3,740	2,381	8,896	1,881	2,203	2,196
9 101-259 Computer Ops	72,509	0	21,745	0	6,277	154	4,328	287	77	204
10 101-265 Building & Grounds	0	0	27,517	0	0	0	26,225	0	0	0
11 101-266 Human Svcs Bldg Maint	0	0	0	0	0	0	0	0	0	0
12 101-303 Security	0	0	0	0	0	0	0	0	0	0
13 101-865 Insurance	0	1	2,379	5,407	392	(2)	943	(17)	106	274
14 101-863 Sick & Vacation Fringes	0	0	(6,341)	0	823	464	1,539	233	232	614
Total Current Allocations	72,509	3,656	98,930	12,627	21,922	7,608	66,968	9,574	5,905	9,579
Less: Prior Year Allocations	72,390	0	0	0	0	0	0	0	0	0
Carry-Forward	119	0	0	0	0	0	0	0	0	0
Proposed Costs	\$72,628	\$3,656	\$98,930	\$12,627	\$21,922	\$7,608	\$66,968	\$9,574	\$5,905	\$9,579

User: TCACZECH DB: Tuscola County PERIOD ENDING 06/30/2021

GL NUMBER	DESCRIPTION	2021		ACTIVITY FOR MONTH 06/30/21	YTD BALANCE		% BDTG USED
		END BALANCE 12/31/2020	ORIGINAL BUDGET		AMENDED BUDGET	06/30/2021	
Fund 230 - RECYCLING							
Revenues							
Dept 402 - RECYCLING							
230-402-402.000	CURRENT TAX	232,463.92	240,272.00	0.00	297,551.36	123.84	
230-402-402.891	CURRENT TAX WIND REVENUE	45,474.13	57,762.00	0.00	70.26	100.00	
230-402-591.000	MISCELLANEOUS REVENUE	0.00	0.00	0.00	30,628.42	75.53	
230-402-643.000	SALES	44,936.84	35,000.00	4,084.94	1,346.30	33.66	
230-402-645.000	PAPER SHREDDING SERVICE	2,491.51	4,000.00	22.60	1,043.00	69.53	
230-402-646.000	HOUSEHOLD HAZARDOUS WASTE	1,756.25	1,500.00	16.00	1,222.00	40.73	
230-402-647.000	ELECTRONIC HAZARDOUS WASTE	2,363.50	3,000.00	34.00	5,879.00	293.95	
230-402-648.000	TIRE DRIVE	11,415.10	2,000.00	213.00	239.58	15.97	
230-402-665.000	INTEREST REVENUE	1,174.81	1,500.00	0.00	800.00	43.24	
230-402-667.000	RENT - SIGN LEASES	2,174.00	1,850.00	0.00	8.20	82.00	
230-402-674.000	CONTRIBUTIONS/DONATIONS	17.55	10.00	0.50	172.00	100.00	
230-402-676.000	REIMB MICHIGAN WORKS	0.00	0.00	0.00	0.00	0.00	
230-402-694.000	CASH OVER/SHORT	0.25	0.00	0.00	0.00	0.00	
Total Dept 402 - RECYCLING		344,267.86	346,894.00	4,371.04	338,960.12	96.17	
Dept 403 - EGLE/DEQ GRANT							
230-403-540.000	DEQ - CLEAN SWEEP GRANT	993.82	0.00	0.00	0.00	0.00	
Total Dept 403 - EGLE/DEQ GRANT		993.82	0.00	0.00	0.00	0.00	
TOTAL REVENUES		345,261.68	346,894.00	4,371.04	338,960.12	96.17	
Expenditures							
Dept 402 - RECYCLING							
230-402-704.000	SALARIES PERMANENT	125,934.04	130,458.00	5,017.60	53,142.47	40.74	
230-402-704.020	HEALTH INSURANCE INCENTIVE	2,015.31	0.00	76.92	815.34	100.00	
230-402-704.030	DISABILITY PLAN	1,211.62	1,215.00	0.00	521.55	42.93	
230-402-704.040	UNUSED SICK TIME PAYOUT	1,734.07	0.00	0.00	0.00	0.00	
230-402-705.000	SALARIES-PT/TEMP	52,092.56	56,895.00	589.84	14,474.69	25.44	
230-402-706.000	SALARIES OVERTIME	33.82	0.00	0.00	0.00	0.00	
230-402-707.000	SALARIES - PER DIEM	350.00	1,300.00	0.00	700.00	53.85	
230-402-710.000	WORKERS COMPENSATION	3,143.79	3,257.00	52.29	524.98	16.12	
230-402-711.000	HEALTH & DENTAL INSURANCE	26,934.53	24,750.00	0.00	14,019.28	56.64	
230-402-715.000	F.I.C.A.	13,806.74	14,332.00	424.36	5,217.55	36.40	
230-402-717.000	LIFE INSURANCE	188.88	189.00	0.00	78.70	41.64	
230-402-718.000	RETIREMENT	13,383.68	14,360.00	1,259.03	7,463.02	51.97	
230-402-718.100	POB IN LIEU OF RETIREMENT	10,409.09	10,358.00	£63.16	5,192.56	50.13	
230-402-727.000	SUPPLIES, PRINTING & POSTAGE	3,647.50	5,500.00	0.00	1,334.34	24.26	
230-402-746.000	UNIFORMS	0.00	500.00	0.00	0.00	0.00	
230-402-747.000	GAS, OIL, GREASE & ETC	3,441.36	5,000.00	0.00	1,746.14	34.92	
230-402-809.000	MEMBERSHIP/SUBSCRIPTIONS	200.00	200.00	0.00	200.00	100.00	
230-402-835.000	HEALTH SERVICES	0.00	0.00	0.00	100.00	100.00	
230-402-861.000	TELEPHONE	2,223.07	2,400.00	0.00	0.00	0.00	
230-402-861.000	TRAVEL	0.00	1,000.00	0.00	0.00	0.00	
230-402-891.000	ESCROW PORTION OF WIND REVENUE	0.00	8,603.00	0.00	0.00	0.00	
230-402-901.000	ADVERTISING	698.00	1,500.00	0.00	135.00	9.00	
230-402-910.000	INSURANCES	1,963.38	2,000.00	0.00	2,148.11	107.41	
230-402-920.000	UTILITIES	7,815.19	7,500.00	285.20	3,085.96	41.15	
230-402-932.000	EQUIP REPAIR & MAINT.	2,492.24	5,000.00	195.95	6,153.28	123.07	
230-402-933.000	VEHICLE REPAIR & MAINTENANCE	279.77	1,500.00	0.00	520.98	34.73	
230-402-955.000	MISC. EXPENSES	572.35	1,000.00	0.00	1,079.04	107.90	

GL NUMBER	DESCRIPTION	END BALANCE 12/31/2020 NORM (ABNORM)	2021 ORIGINAL BUDGET	2021 AMENDED BUDGET	ACTIVITY FOR MONTH 06/30/21 INCR (DECR)	YTD BALANCE 06/30/2021 NORM (ABNORM)	% BDGT USED
Fund 230 - RECYCLING							
Expenditures							
230-402-957.000	EMPLOYEE TRAINING	0.00	1,000.00	1,000.00	0.00	0.00	0.00
230-402-958.000	ENVIRONMENTAL EDUCATION	0.00	1,000.00	1,000.00	0.00	0.00	0.00
230-402-960.000	HOUSEHOLD HAZARDOUS WASTE	7,321.80	15,000.00	15,000.00	0.00	560.00	3.73
230-402-961.000	ELECTRONIC HAZARDOUS WASTE	4,034.10	0.00	0.00	0.00	1,088.00	100.00
230-402-962.000	TIRE DRIVE	1,883.50	2,500.00	2,500.00	255.50	821.50	32.86
230-402-964.000	REFUNDS	212.94	500.00	500.00	0.00	0.00	0.00
230-402-970.000	EQUIPMENT/CAPITAL OUTLAY	71,688.90	0.00	0.00	0.00	0.00	0.00
230-402-970.001	BOBCAT	118.13	0.00	0.00	0.00	0.00	0.00
230-402-970.003	BAILER	0.00	0.00	0.00	0.00	0.00	0.00
230-402-999.101	INDIRECT COSTS	42,573.00	66,968.00	66,968.00	0.00	5,388.40	119.74
						33,484.00	50.00
Total Dept 402 - RECYCLING		402,403.36	385,785.00	390,285.00	9,019.85	159,994.89	40.99
Dept 403 - EGLE/DEQ GRANT							
230-403-959.000	CLEAN SWEEP	993.82	0.00	0.00	0.00	0.00	0.00
230-403-978.004	EGLE/DEQ GRANT TIRES	11,902.50	0.00	0.00	2,000.00	2,000.00	100.00
Total Dept 403 - EGLE/DEQ GRANT		12,896.32	0.00	0.00	2,000.00	2,000.00	100.00
TOTAL EXPENDITURES		415,299.68	385,785.00	390,285.00	11,019.85	161,994.89	41.51
Fund 230 - RECYCLING:							
TOTAL REVENUES		345,261.68	346,894.00	352,444.00	4,371.04	338,960.12	96.17
TOTAL EXPENDITURES		415,299.68	385,785.00	390,285.00	11,019.85	161,994.89	41.51
NET OF REVENUES & EXPENDITURES		(70,038.00)	(38,891.00)	(37,841.00)	(6,648.81)	176,965.23	467.55
BEG. FUND BALANCE		132,043.45	132,043.45	132,043.45		132,043.45	
NET OF REVENUES/EXPENDITURES - 2020		62,005.45	93,152.45	94,202.45		(70,038.00)	
END FUND BALANCE						238,970.68	



2073 Gates St.
P.O. Box 369
Reese, MI 48757

June 1, 2021

Tuscola County Board Of Commissioners

Re: Building Codes Administration

Dear Honorable Thomas Bardwell, Chair

The Village of Reese has in the past had issues with SCMCCI however with the intervention of Mr. Grimshaw the problem was resolved and since then we have had no negative issues ourselves with them. I understand there have been issues beyond our Village with other municipalities and the relationship the County has SCMCCI.

Our Village is too small to support a building department and hope the County will continue to offer this service under the County umbrella, I'm sure we are not alone with our concerns. I trust you and your fellow Commissioners will keep the County as a whole in your decision making and we will get past this matter with a qualified firm offering the service County wide,

Thank You consideration on this matter and your service to the County,

Thomas Raymond, CPM
Village Manager,
Reese, MI

May 13, 2021

A regular meeting of the Board was held via Electronic Remote Access through Google Meet on Thursday, May 13, 2021 at 8:00 A.M.; all in accordance with the Michigan Department of Health and Human Services Emergency Order under MCL 333-2253 and Public Act 254 of 2020 due to the Covid-19 Pandemic.

Present for the Electronic Meeting: Road Commissioners John Laurie (Indianfields Township), Gary Parsell (Indianfields Township), Julie Matuszak (Ellington Township), David Kennard (Vassar Township), and Duane Weber (Arbela Township); Acting County Highway Engineer Brent Dankert, Operations Engineer Technician Will Green, Superintendent/Manager Jay Tuckey, and Director of Finance/Secretary-Clerk Michael Tuckey.

At 8:05 A.M., there were a total of Eleven (11) participants attending the Electronic Meeting.

Motion by Parsell seconded by Matuszak that the minutes of the April 29, 2021 regular meeting of the Board be approved. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Motion by Weber seconded by Kennard that the minutes of the April 29, 2021 closed session of the Board be approved. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Payroll in the amount of \$98,141.01 and bills in the amount of \$75,227.30 covered by vouchers #2021-24 and #2021-25 were presented and audited.

Motion by Parsell seconded by Matuszak that the payroll and bills be approved. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Brief Public Comment Segment:

- (1) Millington Township Supervisor Robert Loomis asked the Board for the status of the Road Abandonment Procedures for Pedlow Road. Acting County Highway Engineer Dankert provided an update.

Motion by Matuszak seconded by Weber to request reimbursement from the Michigan Department of Transportation in the amount of \$10,000.00 for payments made during the period of July 1, 2020 through June 30, 2021 to a licensed professional engineer retained by the Tuscola County Road Commission, in accordance with Section 12(2) of Act 51 as amended. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Motion by Parsell seconded by Matuszak that the agreement between Ace-Saginaw Paving Company and the Tuscola County Road Commission allowing Designated and Special Designated All-Season loads for Goodrich Road from its establishment west to North Lake Road, and to establish a truck crossing 0.50 mile east of North Lake Road be approved for two (2) years with the conditions specified in the agreement. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Director of Finance Michael Tuckey reported to the Board that the Tuscola County Board of Commissioners will be holding a public hearing on June 24, 2021 at 9:00 A.M. to consider amendments to the Tuscola County ORV Ordinance.

Director of Finance Michael Tuckey presented to the Board information regarding the American Rescue Plan Act of 2021. Tuckey reported to the Board that Tuscola County’s share is estimated at approximately \$10 million. After review and discussion, the following motion was introduced:

Motion by Parsell seconded by Matuszak to appoint the Director of Finance to work with the Tuscola County Ad Hoc Committee regarding the funding of the American Rescue Plan Act of 2021. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Management and the Board further discussed the Covid-19 Pandemic, and the current Road Commission operating procedures. Director of Finance Michael Tuckey reported to the Board that the Tuscola County Board of Commissioners has extended the resolution entitled Tuscola County Declaration of a Local State of Emergency related to Covid-19, which allows municipalities the option to continue with virtual meetings through May 31, 2021. After discussion, the following motion was introduced:

Motion by Parsell seconded by Matuszak that the Road Commission's board meetings continue via Electronic Remote Access through May 31, 2021. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Motion by Weber seconded by Kennard to accept the Letter of Retirement from Vassar Division Foreman Scott Jacoby effective August 1, 2021. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Director of Finance Michael Tuckey reported to the Board that the Tuscola County Board of Commissioners are reviewing the county-wide millage tax rates. It appears that the County Board is scrutinizing millages with large fund balances, in particular the Local Bridge Millage. The County Board has discussed the possibility of reducing the 2021 millage tax rate for that millage. After further discussion, the following motion was introduced:

Motion by Parsell seconded by Matuszak that the Director of Finance send a letter to the Tuscola County Board of Commissioners urging them not to reduce the 2021 tax rate for the County-Wide Local Bridge Millage. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Motion by Parsell seconded by Matuszak to approve the recommendation of the Superintendent/Manager to hire the proposed candidate finalists to fill five (5) hourly job openings within the Light Equipment Operator classification, pending a successful drug screening. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Motion by Parsell seconded by Weber to approve increasing the Road Commission's bid threshold to \$15,000.00, in accordance with the Accounting Manual. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Fairgrove Township Supervisor Keith Aeder asked the Board for an update regarding the Dutcher Road improvement project. Acting County Highway Engineer Dankert provided an update and some possible options for the Dutcher Road improvement project.

The Board recessed the meeting at 9:10 A.M.

At 10:00 A.M. the Board met with Township Supervisors to discuss 2021 roadwork and Road Commission policies and procedures.

The following Township Supervisors were present for the meeting: Akron Township Supervisor Steve Linzner, Arbela Township Supervisor Ed Hunt, Columbia Township Supervisor Kathy Trischler, Denmark Township Supervisor Charles Heinlein, Fairgrove Township Supervisor Keith Aeder, Indianfields Township Supervisor William Campbell, Millington Township Supervisor Robert Loomis, Watertown Township Supervisor Danny Quertermous, Wells Township Supervisor Karen Varney, and Wisner Township Supervisor Tim Rumble.

Also, the following Road Commission employees were present for the roadwork discussion: Caro Division Foreman Jason Root, Akron Division Foreman Troy Daily, Deford Division Foreman Allen Jacobs, Vassar Division Foreman Scott Jacoby, and Highway Maintenance Foreman Jim Miller.

The following agenda topics were discussed: 2021 planned road and bridge projects, TCRC 5-Year Plan, Hauling Agreement Procedures, the Local Road Improvement and Maintenance & Township Allowance Policy, Township Roadside Mowing Incentive, procedures for a successful local road project, scheduling local road work requests, the Local Road Brush Spray Policy, Gravel Roads Presentation, and Local Roads Preservation Presentation.

Motion by Parsell seconded by Weber that the meeting be adjourned at 11:40 A.M. Roll Call Vote: Weber – Yes, Kennard – Yes, Matuszak – Yes, Parsell – Yes, Laurie – Yes --- Motion Carried.

Chairman

Secretary-Clerk of the Board

**RESOLUTION
SUPPORTING FOUR – YEAR TERMS FOR COUNTY COMMISSIONERS
5272021 – 4CC**

WHEREAS, the 1963 Michigan Constitution stipulated four-year terms for the County Board of Supervisors, the preceding body to today’s Board of County 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, PA 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 and duties of a county commissioner has greatly increased in the last century to include challenges of: road patrols, indigent defense, mental health treatment and substance abuse prevention programing, 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 Senate Bills 242 and 245; and

WHEREAS, The Michigan Association of Counties supports the legislation as introduced.

NOW, THEREFORE, BE IT RESOLVED, that the Crawford County Board of Commissioners supports Senate Bills 242 and 245 to enact four-year terms for county commissioners.

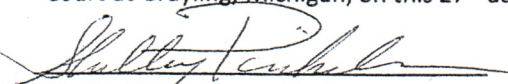
APPROVED AS TO FORM

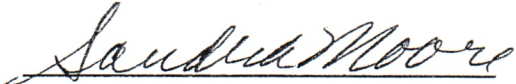
Commissioner Jamison	Yes	Commissioner McClain	Yes
Commissioner Priebe	Yes	Commissioner Powers	Yes
Commissioner Pinkelman	Absent	Commissioner Jansen	Yes
	Commissioner Lewis	Yes	

ADOPTED DATE: May 27, 2021

I, Sandra Moore, Clerk of the Crawford County Board of Commissioners and Clerk of the County of Crawford, do hereby certify that the above Resolution was duly adopted by the said Board on May 27, 2021.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County and Court at Grayling, Michigan, on this 27th day of May, 2021.


Shelley Pinkelman, Chair
Crawford County Board of Commissioners


Sandra M. Moore
Clerk/ROD

**MONTCALM COUNTY
BOARD OF COMMISSIONERS
RESOLUTION 2021-09**

**IN SUPPORT OF THE STATE OF MICHIGAN TO FULFILL ITS
STATUTORY OBLIGATIONS WITH REGARD TO STATE
REVENUE SHARING PAYMENTS BEING RESTORED**

WHEREAS, in 2005 State Revenue Sharing payments were discontinued to counties, relieving the State Budget of \$183 million in annual State Revenue Sharing payments to counties, with the promise and agreement that these payments would be restored when each of the individual counties Revenue Sharing Reserve Funds were exhausted; and,

WHEREAS, Montcalm County's Revenue Sharing Reserve Fund was exhausted soon thereafter; and,

WHEREAS, the Michigan Association of Counties has identified 60 Michigan counties that have received less than the statutorily required amount of State Revenue Sharing since Revenue Sharing Reserve Funds were exhausted; and,

WHEREAS, The Michigan Association of Counties has identified a \$1,985,781 cumulative shortfall in State Revenue Sharing payments to Montcalm County since 2009; and,

WHEREAS, with the influx of American Rescue Plan funds to the State of Michigan, there are sufficient funds available to make counties whole with regard to State Revenue Sharing payment shortfalls; and,

WHEREAS, unlike Montcalm County's allocation from the American Rescue Plan, the payment of the State Revenue Sharing shortfall will not be restricted to COVID-19 related expenses, thereby making it eligible for critical infrastructure projects, pension fund or OPEB contributions and other expenditures.

NOW THEREFORE, BE IT RESOLVED, that the Montcalm County Board of Commissioners does hereby support and urge the State of Michigan to fulfill its statutory obligations with regard to State Revenue Sharing payments for all 60 Michigan counties identified by the Michigan Association of Counties that received less than their statutorily required amounts.

BE IT FURTHER RESOLVED, that the County Clerk shall send copies of this resolution to the Governor of the State of Michigan, Senator Rick Outman, Representative Pat Outman, and all affected Michigan Counties for their consideration and action.

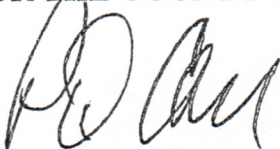
Yeas: Commissioners Miller, Mahar, Beach, Johnston, Carr, Petersen, Kohn, Baker and Stowell.

Nays: None

RESOLUTION ADOPTED

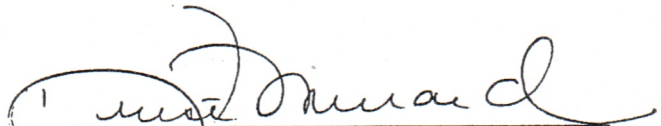
DATE: May 24, 2021

FOR THE COUNTY OF MONTCALM:



Patrick Q. Carr, Chairman of the Board

I, Kristen Millard, Montcalm County Clerk, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Montcalm County Board of Commissioners at a regular meeting on May 24, 2021.



Kristen Millard, County Clerk
County of Montcalm, State of Michigan