



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, May 26, 2022 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Public may participate in the meeting electronically:

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Bardwell
Prayer - Commissioner Vaughan
Pledge of Allegiance - Commissioner Bardwell
Roll Call - Clerk Fetting

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Adoption of Agenda

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Brief Public Comment Period for Agenda Items Only

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New Business

Old Business

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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 VII Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

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
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

DuRussel

Board of Health

Community Corrections Advisory Board
Department 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

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 (2) days in advance of the meeting.



MINUTES

Board of Commissioners

Meeting

8:00 AM - Thursday, May 12, 2022

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Commissioner Bardwell called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, May 12, 2022, to order at 8:00 AM local time.

Prayer - Commissioner Bardwell

Pledge of Allegiance - Commissioner DuRussel

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, Dan Grimshaw

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Tracy Violet, Mike Miller, Jon Ramirez, Joe Greene, Dean Riley, Eean Lee, Register John Bishop

Also Present Virtual: Barry Lapp, Cindy Hughes, Crystal Knoblock, Dara Hood, Debbie Babich, Eean Lee, Kim Brinkman, Linda Strasz, Mark Haney, Mary Drier, Renee Francisco, Steve Root, Amanda Ertman

At 8:03 a.m., there were a total of 14 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda

2022-M-101

Motion by Thomas Young, seconded by Doug DuRussel to adopt the agenda as presented. Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes

2022-M-102

Motion by Doug DuRussel, seconded by Thomas Young to adopt the meeting minutes from the April 28, 2022 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2022-M-103

Motion by Thomas Young, seconded by Doug DuRussel that the Consent Agenda Minutes and Consent Agenda Items from the May 9, 2022 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Ashley Bennett, Tuscola County Treasurer -
Move that per the request from Ashley Bennett, Tuscola County Treasurer, that the following budget be created to help facilitate printing services for tax bills as a service to the local government units.
The requested amount of \$50,000.00 for both the revenue and expense line items in the General Fund will be:
Revenue: 101-000-689-253
Expense: 101-253-799-000
2. 2022 Marine Safety Program Grant -
Move that in order to receive any reimbursement from the DNR for the Marine program, that the County will commit to paying 25% of the total expenses for the year. Based on the \$13,900.00 maximum amount, the most the County would have to commit to would be \$3,475.00. Also, any budget amendments and signatures be authorized.

New Business

1. Ottawa County Juvenile Detention Center Bed Rental Agreement -
Judge Thane explained the need to enter into this agreement.

2022-M-104

Motion by Thomas Young, seconded by Dan Grimshaw to approve the Ottawa County Juvenile Detention Center Bed Rental Agreement. Motion Carried.

Old Business

1. Dispatch Furnace Repair Project -

2022-M-105

Motion by Thomas Young, seconded by Doug DuRussel to authorize repairs on the Dispatch furnace by Johnson Controls at the approximate cost of \$8,160.00. Motion Carried.

Correspondence/Resolutions

1. Department of Health and Human Services (DHHS) Letter Regarding Health Officer Credentials State Approval Letter - Dr. Hamed - Amanda Ertman updated the Board that she is enrolled in the required courses at Saginaw Valley State University.
2. Legislative Update May 6, 2022 - The Michigan Association of Counties Board discussed.
3. Road Commission Board Minutes April 14, 2022
4. Village of Fairgrove Industrial Facilities Exemption Public Hearing
5. Kalamazoo County Resolution to Amend the Michigan Auto Insurance Reform Act
6. Region VII Area Agency On Aging - Call for Letters of Intent

Commissioner Liaison Committee Reports

Bardwell

Behavioral Health Systems Board
Caro DDA/TIFA
Met yesterday.
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
Update provided.
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative

Human Services Collaborative Council (HSCC)
Jail Planning Committee
MAC Agricultural/Tourism Committee
Region VII Economic Development Planning
Saginaw Bay Coastal Initiative
Senior Services Advisory Council
Tuscola 2020
Local Units of Government Activity Report

Vaughan

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
Steve will come to a future Board meeting to provide an update.
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
Update provided.
Recycling Advisory
Update provided.
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

DuRussel

Board of Health
Update provided.
Community Corrections Advisory Board
Update provided.

Department 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

Other Business as Necessary

-Central Square CAD Contract (matter added) - Commissioner Bardwell addressed the contract as it was stated it was approved by Dispatch's attorney but not the County's attorney.

Extended Public Comment

-Dean Riley introduced himself as a candidate for the 97th District Representative Candidate.

-Joe Greene requested the Board to purchase park benches and bike racks for county property within the City of Caro.

Adjournment

2022-M-106

Motion by Thomas Young, seconded by Kim Vaughan to adjourn the meeting at 9:16 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk



MINUTES

Committee of the Whole Meeting

8:00 AM - Monday, May 23, 2022

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Commissioner Bardwell called the regular meeting of the Committee of the Whole of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Monday, May 23, 2022, to order at 8:00 AM local time.

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Doug DuRussel, Dan Grimshaw

Commissioner Vaughan excused at 11:00 a.m.

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Mike Miller, Steve Anderson, Kristy Sutherland, Maryanne Eagle, Brant Wilson, Jeff Molby, Amanda Ertman, Jon Suber, Register John Bishop

Also Present Virtual: Tracy Violet, Renee Francisco, Clayette Zechmeister, Treasurer Ashley Bennett, Jon Ramirez, Don Derryberry, Mark Haney, Steve Root, David Stevens, Debbie Babich, Matt Brown, Linda Strasz, Barry Lapp, Shannon Beach

At 8:42 a.m., there were a total of 22 participants attending the meeting virtually.

County Updates

1. Michigan Association of Counties (MAC) Updates - Deena Bosworth, MAC Director of Governmental Affairs, provided an update regarding the state budget, proposed FOIA bills, proposed bills regarding online posting of meetings, charging of fines and costs to Criminal Defendants, funding for Veterans', OMA to allow remote participation and broadband funding.

New Business

1. Multi-Year Plan for Region VII Area Agency on Aging's Services for Tuscola County - Maryanne Eagle, Human Development Commission Finance Director and Kristy Sutherland, Human Development Commission Senior Services Director presented to the Board. Maryanne Eagle explained to the Board the reason that HDC will not be applying for the grant this cycle due to an appeal filed with the unemployment agency

regarding the contractors that provide services to the seniors of the County. Kristy Sutherland asked the Board for additional funding to maintain the program through the end of the fiscal year. Board requested a written request.

2. Michigan No Fault Law Update (matter added) -
Brant Wilson, Vice President and Chief Operating Officer at the Lighthouse Neurological Rehabilitation Center, presented to the Board regarding the changes in law concerning insurance reform and the negative impact it will have on people that would be injured in a car accident.
3. Request from Tuscola County Health Department -
Amanda Ertman, Health Officer, presented a request to occupy the space formally occupied by SCMCCI. She would like to get a cost for the additional space to include in the upcoming budget year. She would like to take occupancy on October 1, 2022. Also, an electric sign will be installed to replace the current sign and it is being requested for the County to pay for electrical service to the sign in an approximate amount \$14,000.00. Board would like a written request to be presented regarding this request. There has been an increase in COVID numbers within Tuscola County and masks are being recommended.

Recessed at 10:25 a.m.

Reconvened at 10:36 a.m.

At 10:36 a.m., there were a total of 20 participants attending the meeting virtually.

4. Federal Emergency Management Agency (FEMA) Floodplain Laws and the Impacts to the Residents of Tuscola County -
Steve Anderson, Emergency Manager, presented information regarding increases that homeowners may experience with the changes that have been implemented.
5. Hazardous Materials Emergency Preparedness (HMEP) Planning Program Fiscal Year 2021-2022 Grant Agreement -
Steve Anderson, Emergency Manager, explained the proposed grant agreement. Matter to be placed on the Consent Agenda.
6. Community Corrections Fiscal Year 2023 Grant Application Approval Resolution -
David L. Stevens, Community Corrections Coordinator Thumb Area Regional Community Corrections, explained the request to participate in the Regional Grant Program. Matter to be placed on Thursday's agenda.
7. Tuscola County Suicide Prevention Coalition Request To Use Tuscola County Courthouse Lawn on September 7, 2022 -
Matter to be placed on the Consent Agenda.
8. Resolution to Proclaim September as Relay for Life Month in Tuscola County -
Jeff Molby presented the request to adopt the proposed resolution to declare September as Relay for Life Month. Matter to be placed on Thursday's agenda.

Commissioner Vaughan excused at 11:00 a.m.

9. Champagne & Marx Excavating Inc. Agreement for Exterior Water Service and Demolition of Sprinkler System at Michigan State Police Post -
Mike Miller, Building and Grounds Director, presented the proposed contracts that have been reviewed by legal counsel. Matter to be placed on the Consent Agenda.
10. Wnninger Fire Protection, LLC Agreement for Interior Fire Suppression Modification at the Michigan State Police Post -
Mike Miller, Building and Grounds Director, presented the proposed contracts that have been reviewed by legal counsel. Matter to be placed on the Consent Agenda.

Old Business

1. Michigan Indigent Defense Counsel (MIDC) Administrator Position -
Michael Rolando has extended his final date to June 3, 2022 to assist with the transition.

Finance/Technology

Primary Finance/Technology

None

On-Going and Other Finance

None

On-Going and Other Technology

None

Building and Grounds

Primary Building and Grounds

1. Annex Rooftop Heating and Cooling Units Replacement Bid Openings -
Mike Miller, Building and Grounds Director, opened the bids received.

JE Johnson, Midland, MI - \$60,000.00

RMS, Greenville, MI - \$51,686.86

Dotty Mechanical, Lansing, MI - \$35,500.00

Lee Machinery Movers - \$62,439.00

Great Lakes Air Mechanical, Bay City MI - \$34,025.47

Johnson Controls, Saginaw, MI - \$58,830.00

Director Miller will review the bids and bring back a recommendation to Thursday's meeting.

On-Going and Other Building and Grounds

1. Lease with Ransford Wasik LLC -
Mike Miller stated the proposed lease is being reviewed by County Legal Counsel.

Personnel

Primary Personnel

None

On-Going and Other Personnel

None

Other Business as Necessary

-Commissioner Grimshaw has received a complaint from a citizen that is trying to get a copy of a toxicology report who has placed a call to Dr. Morrone but has not received a response.

-Commissioner Grimshaw reported that the Village of Mayville has a Council member that the Village may need to seek to have removed from the Council.

On-Going Other Business as Necessary

None

At 11:22 a.m., there were a total of 15 participants attending the meeting virtually.

Public Comment Period

- Register John Bishop requested clarity on how to handle a staff member that test positive for COVID-19. Board discussed the guidance provided currently from the Tuscola County Health Department.

Adjournment

Motion by Thomas Young, seconded by Doug DuRussel to adjourn the meeting at 11:35 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk



[EXTERNAL] Tuscola Suicide Coalition Prevention request

1 message

Susan Rickwalt-Holder <srickwalt@tbhs.net>
To: "renee@tuscolacounty.org" <renee@tuscolacounty.org>

Wed, May 11, 2022 at 3:01 PM

From: Susan Rickwalt-Holder
Sent: Wednesday, May 11, 2022 2:49 PM
To: Clayette Zechmeister (zclay@tuscolacounty.org) <zclay@tuscolacounty.org>
Subject: Tuscola Suicide Coalition Prevention request

Ms. Zechmeister, the Tuscola County Suicide Prevention Coalition would like to request the use of the Tuscola County Court House lawn on Wednesday, September 7, 2022 from 3:30 pm to 7:00 pm for our annual suicide awareness event that is open to the public. The actual event will be from 4:30 pm to 6:30 pm. The Coalition would like to place signage on the lawn throughout the month of September for Suicide Prevention month.

If you should have questions please reach out via email or by calling 989.672.3154.

Kind Regards,

Susan R. Holder, Director

Marketing and Training

Tuscola Behavioral Health Systems



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

COL. JOSEPH M. GASPER
DIRECTOR

GRETCHEN WHITMER
GOVERNOR

May 6, 2022

Dear Emergency Management Coordinator:

Enclosed is the Fiscal Year 2021-22 Hazardous Materials Emergency Preparedness (HMEP) Planning Program Grant Agreement package for Antrim County. Please return the required grant documentation listed on the enclosed *Subrecipient Checklist* to our office via email:

Attention: Mr. Paul Lounsberry
Emergency Management and Homeland Security Division
Michigan Department of State Police
LounsberryP@michigan.gov

Additional information on the FY 2021-22 HMEP Grant Program can be found at www.phmsa.dot.gov/hazmat/grants.

This grant agreement and all required documentation must be completed, signed, and returned **no later than July 5, 2022**. If this requirement is not met, this grant agreement will be invalid after **July 5, 2022** unless a prior written exception is provided by the Michigan Department of State Police, Emergency Management and Homeland Security Division.

If you have any questions regarding this correspondence or the FY 2021-22 HMEP Planning Grant Program, please contact Ms. Brenna Roos at RoosB@michigan.gov or 517-582-2846.

Sincerely,

Capt. Kevin Sweeney, Commander
Emergency Management
and Homeland Security Division

Michigan State Police
 Emergency Management and
 Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME Tuscola County	GRANT NAME Hazardous Materials Emergency Preparedness Grant Program	Assistance Listing Number 20.703
SUBRECIPIENT IRS/VENDOR NUMBER 38-6004893	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) 693JK31940022HMEP	FEDERAL AWARD DATE 09/30/2019
SUBRECIPIENT UEI DJPRRMAUYXA7	SUBAWARD PERFORMANCE PERIOD FROM 09/30/2021 TO 09/29/2022	
RESEARCH & DEVELOPMENT N/A	Funding	Total
	Federal Funds Obligated by this Action	\$1620
INDIRECT COST RATE None on file	Total Federal Funds Obligated to Subrecipient	\$4695
	Total Amount of Federal Award Committed	\$4695

FEDERAL AWARD PROJECT DESCRIPTION

FY 2021-22 Hazardous Materials Emergency Preparedness Planning Program Grant

DETAILS

The Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are included with this grant agreement. The match amount is located in part III.A of this grant agreement.

FEDERAL AWARDDING AGENCY

U.S. Department of Transportation Pipeline and Hazardous
 Materials Safety Administration
 1200 New Jersey Avenue, SE, E21-316
 Washington DC 20590-0001

PASS-THROUGH ENTITY (RECIPIENT) NAME

Michigan State Police
 Emergency Management & Homeland
 Security Division
 P.O. Box 30634
 Lansing, MI 48909

State of Michigan Fiscal Year 2021-22 Hazardous Materials Emergency Preparedness Planning Program Grant Agreement

September 30, 2021 to September 29, 2022

Assistance Listing Number: 20.703 Grant Number: 693JK31940022HMEP
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This Fiscal Year (FY) 2021-22 Hazardous Materials Emergency Preparedness (HMEP) Planning Program grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF TUSCOLA
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development of new Superfund Amendments and Reauthorization Act (SARA), Title III, Section 302, hazardous materials emergency response plans. This grant agreement provides financial assistance to first responders (fire, law enforcement, emergency medical services, etc.) for allowable costs in the following areas:

- A. Provision of assistance to public sector employees through planning grants to states, territories, and Native American tribes for emergency response.
- B. Increased state, territorial, tribal, and local effectiveness in implementation of the Federal Emergency Planning and Community Right-to-Know Act of 1986.
- C. Encouragement of a comprehensive approach to emergency planning by incorporating the unique challenges of response to transportation situations.

II. Statutory Authority

Funding for the FY 2021-22 HMEP is authorized by the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Federal Hazardous Materials Transportation Law (49 U.S.C. Section 5101 et. seq.).

The Subrecipient agrees to comply with all FY 2021-22 HMEP program requirements and the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. 49 CFR, Part 110 *Hazardous Materials Public Sector Training and Planning Grants* located at <http://www.ecfr.gov>.
- C. 49 U.S.C. 5116 et seq. located at <https://www.gpo.gov/fdsys>.
- D. Any other applicable Federal statutes and regulations, including those listed within this grant agreement elsewhere.

III. Award Amount and Restrictions

- A. The county of Tuscola is awarded up to **\$1620** under the FY 2021-22 HMEP Planning Program Grant Agreement. This funding will be awarded as described in *Hazardous Materials Emergency Preparedness Planning Grant Instructions* enclosed within this grant agreement packet and is based on information provided in the HMEP grant application submitted for the FY 2021-22 grant year by **Tuscola County**. This allocation is dependent upon the level of federal funding and may be reduced if available federal funding is reduced or if fewer plans are submitted based on the FY 2021-22 application for **Tuscola County**. Any unused grant funds remaining at the end of the grant year will be used to increase the reimbursement for accepted new SARA Title III plans submitted by participating Local Emergency Planning Committees (LEPCs). The Subrecipient's payment per new plan will be recalculated using these funds and the award to the Subrecipient for the number of new plans submitted will be adjusted. This may affect the match amount required for this grant.

Based on the Subrecipient's application, a match amount of **\$405** is required. However, the Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are enclosed within this grant agreement.

- B. The PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
1. The copyright in any work developed under this grant, sub-award, or contract under a grant or sub-award; and
 2. Any rights of copyright to which the Recipient, Subrecipient, or a contractor purchases ownership with grant support.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The subrecipient shall not use FY 21-22 HMEP funds to generate program income.
- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification
 2. HMEP Planning Grant Agreement In-Kind Match form (EMD-063)
 3. Standard Assurances
 4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 5. Audit Certification (EMD-053)
 6. Request for Taxpayer Identification Number and Certification (W-9)
 7. SARA Title III Hazardous Materials, Off-site Emergency Response Plan Update List (EMD 064). This form is located on the MSP/EMHSD website at <http://www.michigan.gov/emhsd> under Hazardous Materials. The form does not need to be completed and returned with the FY 2021-22 HMEP Planning Program grant agreement. It is to be used if and when a list of updated plans is submitted for your grant. Submit the Plan Review List directly to the SARA Title III Planner at the MSP/EMHSD no later than September 15, 2022.
 8. Other documents that may be required by federal or state officials
- D. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

1. Meet the LEPC eligibility requirements, as stated in the *Hazardous Materials Emergency Preparedness Planning Grant Instructions*, Section II which is included with this grant agreement package.
2. In accordance with 2 CFR 200.331, the subrecipient permits the recipient to have access to the subrecipient's records and financial statements as necessary for the recipient to meet the requirements of 2 CFR 200.331.
3. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the *Rehabilitation Act of 1973*.
4. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Non-federal organizations which expend \$750,000 or more in federal funds from all sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.501.
5. Comply with the Department of Transportation's policy for contracting with small, women-owned, minority disadvantaged businesses, veteran, and HubZone business firms.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

Submit new and updated SARA Title III (Section 302) community hazardous materials emergency response plans and identify which facility plans were updated on the attached *Plan Update List* form as stated in the FY 2021-22 application to MSP/EMHSD, no later than September 15, 2022 to the MSP/EMHSD District Coordinator. The form for submitting these updates is available on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>. Complete instructions on how and where to submit required reports can be found in the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are included with this grant agreement package. If a support grant was requested, the LEPC must meet the requirements stated in the attached *Hazardous Materials Emergency Preparedness Planning Grant Instructions*, Section IV.B., or forfeit that portion of the grant award.

VII. Payment Procedures

Upon receipt, review, and acceptance of all work products and other requirements, as referenced in this grant agreement, the Recipient will calculate the payment to be made to the Subrecipient and will forward this information to the Subrecipient. See the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* document attached within this grant agreement packet for further information.

All Subrecipients in the HMEP grant program must submit documentation on the associated costs being charged to the \$1,500 HMEP support grant. The eligible expenses are laid out in the HMEP \$1,500 Support Grant Certification Form, which will be sent to each LEPC at the close of the federal fiscal year. When a LEPC enters information into this form, the cost will need to be supported by a receipt, time sheet (reflecting hours worked on SARA related planning issues), purchase order or a paid invoice. The support grant form and attachments must be returned to MSP/EMHSD by the assigned due date.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient must comply with 2 CFR, Part 1200, *Nonprocurement Suspension and Debarment*, located at <http://www.ecfr.gov>. The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Active Exclusions list on the System for Award Management (SAM) website located at <http://www.sam.gov> (previously this search was performed in the Excluded Parties List System – EPLS).

The Subrecipient must comply with regulation 49 CFR, Part 21, *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act of 1964* (see related certification form contained in this grant agreement package).

The Subrecipient must comply with regulation 49 CFR, Part 20, *New Restrictions on Lobbying* (see related certification form contained in this grant agreement package).

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this grant agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 30, 2021 to September 29, 2022. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name

Subrecipient's UEI Number

Printed Name

Title


Signature

Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney
Printed Name

Commander, Emergency Management
and Homeland Security Division
Title



Signature

5/6/22

Date



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifteenth day of March in the year Twenty Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Tuscola County
125 W. Lincoln Street
Caro, Michigan 48723

and the Contractor:
(Name, legal status, address and other information)

Champagne & Marx Excavating, Inc.
1445 Liberty Road
Saginaw, Michigan 48604

for the following Project:
(Name, location and detailed description)

Michigan State/Fire Polic Post
Exterior Water, Service, and Demolition of sprinkler system

The Architect:
(Name, legal status, address and other information)

TSSF Architects, Inc.
122 N. Washington Avenue
Saginaw, Michigan 48607

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- Work to commence after County has annexed property into City limits

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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User Notes:

[X] Not later than Ten (10) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
No further provisions	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Forty Three Thousand Seven Hundred Fifty and no cents (\$ 143,750.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
No further provisions	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
No further provisions		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
No further provisions	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
No further provisions		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

No further provisions

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

No further provisions

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

No further provisions

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the third day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty-first day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA® Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA® Document A201®–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA® Document A201®–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent

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User Notes:

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

No further provisions

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

No further provisions

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

No further provisions

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA® Document A201®–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA® Document A201®–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

No further provisions

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

10% Ten Percent

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA® Document A201®–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

No further provisions

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA® Document A201®–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA® Document A201®–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA® Document A201®–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA® Document A201®–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

No termination fee

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA® Document A201®–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA® Document A201®–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Mike Miller
Tuscola County
125 W. Lincoln Street
Caro, Michigan 48723

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Jeff Riley
Champagne & Marx Excavating, Inc.
1445 Liberty Road
Saginaw, Michigan 48604

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA® Document A101®-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA® Document A101®-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA® Document A201®-2017, may be given in accordance with AIA® Document E203®-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA® Document E203®-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

No building information modeling is being provided electronically.

§ 8.7 Other provisions:

No further provisions

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA® Document A101®-2017, Standard Form of Agreement Between Owner and Contractor

.2

(Paragraphs deleted)

AIA® Document A201®-2017 – General Conditions

(Paragraph deleted)

.3 Drawings

(Row deleted)

Number

ARCHITECTURAL

A1.0 Cover/Architectural Site Plan

A2.0 Existing Floor Plan

CIVIL

C1.0 Site Plan

C1.1 Standard Details

ELECTRICAL

E1 Electrical Plan

FIRE SUPPRESSION

FSP1 Existing Fire Suppression Floor Plan for Reference

FSP2 Existing Attic Suppression Floor Plan for Reference

FSP3 Calculations

FSP4 Plumbing/Fire Suppression Plan

.4 Specifications

Section

00030

Title

Invitation to Bid

Date

Pages

One

Init.

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User Notes:

00650 Insurance Requirements Two

.5 Addenda, if any:

Number	Date	Pages
One	August 24, 2021	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA® Document E204®-2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204®-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA® Document A201®-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Champagne & Marx Excavating, Inc, E-mail letter dated March 7, 2022, revising cost.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Thomas Bardwell, Chairman
Tuscola County Board of Commissioners
(Printed name and title)

CONTRACTOR (Signature)

Champagne & Marx Exc
Jeff Riley Anner Coursey, President
(Printed name and title)

Init.

SECTION 00650

INSURANCE REQUIREMENTS

PART 1 GENERAL

1.1 INSURANCE REQUIREMENTS

- A. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. Certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled until at least 30 days prior written notice has been given to the Owner. Submit two copies of each certificate to the Architect. Furnish a to the Architect copies of any endorsements that are subsequently issued amending coverage or limits.
- B. All insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the term of the Contract, the Contractor shall not permit the coverage to lapse and shall furnish evidence of continuing coverage to the Architect/Owner.
- C. Workmen's Compensation: As required by all applicable Federal and State laws, including Employer's Liability with a limit of at least \$100,000.00.
- D. Comprehensive General Liability: Including Contractor's Liability, Contingent Liability, Contractual Liability, Elevator Liability, Products including Completed Operations, all on occurrence basis with Personal Injury Coverage and Broad Form Property Damage. Including CCU related to Explosion, Collapse and Underground Property Damage. Products, including Completed Operations Liability shall be kept in force for at least 2 years after date of final completion.
- E. Contractor's Liability Insurance, including Contractual Liability (Comprehensive General Liability Form):
- F. Tuscola County to be named as Additional Insured on certificate provided.

Minimum Coverage

Bodily Injury:	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Property Damage:	
Each Accident	\$1,000,000.00
Aggregate	\$2,000,000.00
Fire Damage	\$ 50,000.00
Medical Expenses	\$ 5,000.00

- G. Comprehensive Automobile Liability: including non-ownership and hired car coverage as well as vehicles.

Minimum Coverage

- | | | |
|---|--|----------------|
| | Bodily Injury and Death: | |
| | Each Person | \$1,000,000.00 |
| | Each Occurrence | \$1,000,000.00 |
| | Property Damage: | |
| | Each Occurrence | \$1,000,000.00 |
| H | Umbrella Liability | |
| | Each Occurrence | \$2,000,000.00 |
| | Aggregate | \$2,000,000.00 |
| I | Worker's Compensation and Employer's Liability | |
| | Each Accident | \$100,000.00 |
| | Disease - Policy Limit | \$500,000.00 |
| | Disease - Each Employee | \$100,000.00 |
- J Contractor's insurance shall include coverage for liability assumed by Contractor under General Conditions A201, Paragraph 4.18, indemnification of General Conditions.
- K. The Contractor shall furnish Owner with Certificates of Insurance showing by specific reference that each of the foregoing items has been provided. Furnish three copies of Certificate of Insurance, using AIA Document G705.
- L. Owner's Insurance: The Owner shall carry fire, extended coverage, hydrostatic coverage, vandalism and malicious mischief insurance in the "completed value" form in an amount equal to full insurable value of the work including theft. Owner's insurance to be broad form Builder's Risk, naming Owner and all prime contractors as additional insured.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

Page 2 of 2

00650
#21_13



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifteenth day of March in the year Twenty Twenty-Two
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Tuscola County
125 W. Lincoln Street
Caro, Michigan 48723

and the Contractor:
(*Name, legal status, address and other information*)

Winninger Fire Protection, LLC
6855 Junction Road
Bridgeport, Michigan 48722

for the following Project:
(*Name, location and detailed description*)

Michigan State Police Post
Interior Fire Suppression Modification
Caro, Michigan

The Architect:
(*Name, legal status, address and other information*)

TSSF Architects, Inc.
122. N. Washington Avenue
Saginaw, Michigan 48607

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Work to commence after County has annexed property into city limits.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Init.

Not later than Ten (10) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
No further provisions	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Forty One Thousand and Ten Dollars (\$41,010.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
No further provisions	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
No further provisions		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
No further provisions	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
No further provisions		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

No further provisions

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

No further provisions

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

No further provisions

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the third day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty-first day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA® Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA® Document A201®–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA® Document A201®–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent

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User Notes:

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

No further provisions

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

No further provisions

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

No further provisions

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA® Document A201®–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA® Document A201®–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

No further provisions

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

10% Ten Percent

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA® Document A201®–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

No further provisions

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA® Document A201®–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA® Document A201®–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA® Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

No termination fee

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA® Document A201®–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA® Document A201®–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Mike Miller
Tuscola County
125 W. Lincoln Street
Caro, Michigan 48723

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Wes Winninger
Wininger Fire Protection, LLC
6855 Junction Road
Bridgeport, Michigan 48722

Init.

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA® Document A101®-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA® Document A101®-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA® Document A201®-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA® Document E203®-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

No building information modeling is being provided electronically.

§ 8.7 Other provisions:

No further provisions

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA® Document A101®-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA® Document A201®-2017 – General Conditions

(Paragraphs deleted)

- .3 Drawings

(Row deleted)

Number

ARCHITECTURAL

A1.0 Cover/Architectural Site Plan

A2.0 Existing Floor Plan

CIVIL

C1.0 Site Plan

C1.1 Standard Details

FIRE SUPPRESSION

FSP1 Existing Fire Suppression Floor Plan for Reference

FSP2 Existing Attic Suppression Floor Plan for Reference

FSP3 Calculations

FSP4 Plumbing/Fire Suppression Plan

Init.

.4 Specifications

Section	Title	Date	Pages
00030	Invitation to Bid		One
00650	Insurance Requirements		Two

.5 Addenda, if any:

Number	Date	Pages
One	August 24, 2021	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Table deleted)

(Paragraphs deleted)

(Paragraphs deleted). **.6** Other documents, if any, listed below:

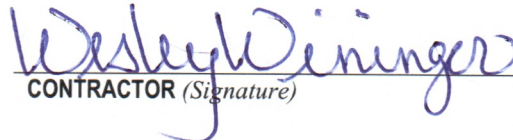
(List here any additional documents that are intended to form part of the Contract Documents. AIA® Document A201®–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

E-mail dated 9/29/21 requesting \$1,250.00 to replace (25) heads at \$50 a head.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Thomas Bardwell, Chairman
Tuscola County Board of Commissioners
(Printed name and title)



CONTRACTOR *(Signature)*

Wes Winninger, President
(Printed name and title)

Init.

SECTION 00650

INSURANCE REQUIREMENTS

PART 1 GENERAL

1.1 INSURANCE REQUIREMENTS

- A. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. Certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled until at least 30 days prior written notice has been given to the Owner. Submit two copies of each certificate to the Architect. Furnish a to the Architect copies of any endorsements that are subsequently issued amending coverage or limits.
- B. All insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the term of the Contract, the Contractor shall not permit the coverage to lapse and shall furnish evidence of continuing coverage to the Architect/Owner.
- C. Workmen's Compensation: As required by all applicable Federal and State laws, including Employer's Liability with a limit of at least \$100,000.00.
- D. Comprehensive General Liability: Including Contractor's Liability, Contingent Liability, Contractual Liability, Elevator Liability, Products including Completed Operations, all on occurrence basis with Personal Injury Coverage and Broad Form Property Damage. Including CCU related to Explosion, Collapse and Underground Property Damage. Products, including Completed Operations Liability shall be kept in force for at least 2 years after date of final completion.
- E. Contractor's Liability Insurance, including Contractual Liability (Comprehensive General Liability Form):
- F. Tuscola County to be named as Additional Insured on certificate provided.

Minimum Coverage

Bodily Injury:	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Property Damage:	
Each Accident	\$1,000,000.00
Aggregate	\$2,000,000.00
Fire Damage	\$ 50,000.00
Medical Expenses	\$ 5,000.00

- G. Comprehensive Automobile Liability: including non-ownership and hired car coverage as well as vehicles.

Minimum Coverage

- | | | |
|----|---|----------------|
| | Bodily Injury and Death: | |
| | Each Person | \$1,000,000.00 |
| | Each Occurrence | \$1,000,000.00 |
| | Property Damage: | |
| | Each Occurrence | \$1,000,000.00 |
| H | Umbrella Liability | |
| | Each Occurrence | \$2,000,000.00 |
| | Aggregate | \$2,000,000.00 |
| I | Worker's Compensation and Employer's Liability | |
| | Each Accident | \$100,000.00 |
| | Disease - Policy Limit | \$500,000.00 |
| | Disease - Each Employee | \$100,000.00 |
| J | Contractor's insurance shall include coverage for liability assumed by Contractor under General Conditions A201, Paragraph 4.18, indemnification of General Conditions. | |
| K. | The Contractor shall furnish Owner with Certificates of Insurance showing by specific reference that each of the foregoing items has been provided. Furnish three copies of Certificate of Insurance, using AIA Document G705. | |
| L. | Owner's Insurance: The Owner shall carry fire, extended coverage, hydrostatic coverage, vandalism and malicious mischief insurance in the "completed value" form in an amount equal to full insurable value of the work including theft. Owner's insurance to be broad form Builder's Risk, naming Owner and all prime contractors as additional insured. | |

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

Page 2 of 2

00650
#21_13



[EXTERNAL] Human Development Commission Request

1 message

Kristy Sutherland <kristys@hdc-caro.org>

Mon, May 23, 2022 at 5:10 PM

To: "tbardwell@tuscolacounty.org" <tbardwell@tuscolacounty.org>, "tyoung@tuscolacounty.org" <tyoung@tuscolacounty.org>, "kvaughan@tuscolacounty.org" <kvaughan@tuscolacounty.org>, "ddurusel@tuscolacounty.org" <ddurusel@tuscolacounty.org>, "dgrimshaw@tuscolacounty.org" <dgrimshaw@tuscolacounty.org>
Cc: Maryanne Eagle <maryannee@hdc-caro.org>, Renee Ondrajka <renee@tuscolacounty.org>

Commissioners:

This morning Maryanne Eagle and I presented our difficult situation regarding our 22/23 In-Home services to the Board of Commissioners. I had indicated that in order to help right now, one thing that could be done would be to help continue services through the end of our fiscal year, September 30, 2022. At the current level of service we would be overserved and need additional resources to provide the additional units. Without the additional resources we would be required to reduce services now rather than waiting until September 30, 2022. I've attached a spreadsheet with our anticipated overages at the current rate of service.

I have reached out to another funding source for assistance in providing the respite services through the end of the fiscal year. Taking respite units out of consideration, we will be overserved 1,173 units for the remaining in-home services. Our current rate is \$15.00/unit. I am requesting the Tuscola County Board of Commissioners provide an additional \$17,595 to continue to provide Homemaking, Personal Care, and CHORE services through the end of the Fiscal Year.

I am happy to answer any additional questions on the topic and I can be available at another meeting if needed.

Kristy Sutherland

Senior Services Director

Human Development Commission

989-673-4121

kristys@hdc-caro.org

Tuscola County Unit Projections FY2022					
		Current as of 4/30/22	Projected 9/30/22	Budgeted Units	Overage
	Chore	173	296	571	275
	Homemaking	2331	3996	2845	-1151
	Personal Care	1296.5	2222	1925	-297
	Respite Care	589	1009	635	-374
	Total	4389.5	7523	5976	-1547
				Unit projections based on production as of 4/30/22	

HUMAN DEVELOPMENT COMMISSION										
GL NUMBER	DESCRIPTION	PERIOD ENDING 12/31/2020			PERIOD ENDING 12/31/2021		PERIOD ENDING 05/31/22			
		END BALANCE 12/31/2019	2020 AMENDED BUDGET	YTD BALANCE 12/31/2020	2021 AMENDED BUDGET	YTD BALANCE 12/31/2021	2022 AMENDED BUDGET	YTD BALANCE 05/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 297 - VOTED SENIOR CITIZENS										
Revenues										
Dept 672 - HUMAN DEV COMM										
297-672-402.000	CURRENT/DELINQUENT TAXES	484,242.91	502,074.00	496,109.56	512,685.00	512,684.59	526,386.00	524,316.90	2,069.10	99.61
297-672-402.891	CURRENT TAX WIND REVENUE	88,002.42	94,832.00	97,011.72	123,319.00	123,318.25	127,162.00	127,607.31	(445.31)	100.35
297-672-665.000	INTEREST REVENUE	1,740.45	1,000.00	1,302.91	1,000.00	943.50	1,000.00	44.43	955.57	4.44
Total Dept 672 - HUMAN DEV COMM		573,985.78	597,906.00	594,424.19	637,004.00	636,946.34	654,548.00	651,968.64	2,579.36	99.61
TOTAL REVENUES		573,985.78	597,906.00	594,424.19	637,004.00	636,946.34	654,548.00	651,968.64	2,579.36	99.61
Expenditures										
Dept 672 - HUMAN DEV COMM										
297-672-700.010	HUMAN DEVELOPMENT COMMISSION	419,686.00	419,686.00	419,686.00	434,158.00	430,540.00	434,158.00	217,079.00	217,079.00	50.00
297-672-700.020	EXTRA HOME DELIVERED MEALS	25,630.00	60,621.00	60,621.00	116,887.00	117,044.50	116,877.00	12,500.00	104,377.00	10.70
297-672-700.070	HDC VEHICLE MAINT/SUPPORT	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	1,750.00	1,750.00	50.00
297-672-700.090	HDC SENIORS MISC. CARE	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	10,000.00	10,000.00	50.00
297-672-700.150	VOLUNTEER MILEAGE	20,463.00	21,000.00	9,842.00	21,000.00	18,210.50	21,000.00	10,500.00	10,500.00	50.00
297-672-707.000	SALARIES - PER DIEM	250.00	200.00	0.00	200.00	200.00	200.00	100.00	100.00	50.00
297-672-715.000	F.I.C.A.	19.15	20.00	0.00	20.00	15.31	0.00	7.65	(7.65)	100.00
297-672-964.000	REFUNDS & REBATES	229.00	200.00	451.45	200.00	240.51	200.00	0.00	200.00	0.00
Total Dept 672 - HUMAN DEV COMM		489,777.15	525,227.00	514,100.45	595,965.00	589,750.82	595,935.00	251,936.65	343,998.35	42.28
Dept 673 - HEALTH DEPT										
297-673-700.040	FLU SHOTS	270.00	200.00	45.00	200.00	0.00	200.00	0.00	200.00	0.00
297-673-700.080	GERIATRIC PROGRAM	34,973.27	34,050.00	30,577.12	34,050.00	25,975.56	33,675.00	1,968.16	31,706.84	5.84
297-673-700.120	OTHER	0.00	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00
Total Dept 673 - HEALTH DEPT		35,243.27	37,250.00	30,622.12	37,250.00	25,975.56	33,875.00	1,968.16	31,906.84	5.81
Dept 674 - SENIOR CITIZENS OTHER										
297-674-700.030	REGION VII AGENCY DUES	3,402.00	3,402.00	3,402.00	3,402.00	3,402.00	3,402.00	3,402.00	0.00	100.00
297-674-700.100	TRIAD	380.23	400.00	377.95	400.00	0.00	0.00	0.00	0.00	0.00
297-674-707.000	SALARIES - PER DIEM	4,500.00	4,000.00	0.00	4,000.00	2,300.00	4,000.00	1,000.00	3,000.00	25.00
297-674-715.000	F.I.C.A.	344.24	300.00	0.00	300.00	175.96	0.00	76.50	(76.50)	100.00
297-674-802.000	LEGAL	4,482.01	2,500.00	1,220.99	2,500.00	2,410.91	2,500.00	683.47	1,816.53	27.34
297-674-861.000	TRAVEL	1,041.12	1,500.00	0.00	1,500.00	530.88	1,500.00	311.23	1,188.77	20.75
297-674-891.000	ESCROW PORTION OF WIND REVENUE	0.00	0.00	0.00	18,352.00	0.00	21,321.00	0.00	21,321.00	0.00
297-674-955.000	SENIOR BALL/FAIR-SENIOR ALLIANCE	1,500.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
297-674-956.000	SENIOR DINNER/DANCE-SR.ADVISORY C	1,000.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	100.00
297-674-999.101	INDIRECT COSTS	4,943.00	7,197.00	7,197.00	8,697.00	8,697.00	4,707.00	2,353.50	2,353.50	50.00
Total Dept 674 - SENIOR CITIZENS OTHER		21,592.60	21,299.00	12,197.94	41,151.00	18,516.75	39,430.00	8,826.70	30,603.30	22.39
TOTAL EXPENDITURES		546,613.02	583,776.00	556,920.51	674,366.00	634,243.13	669,240.00	262,731.51	406,508.49	39.26
Fund 297 - VOTED SENIOR CITIZENS:										
TOTAL REVENUES		573,985.78	597,906.00	594,424.19	637,004.00	636,946.34	654,548.00	651,968.64	2,579.36	99.61
TOTAL EXPENDITURES		546,613.02	583,776.00	556,920.51	674,366.00	634,243.13	669,240.00	262,731.51	406,508.49	39.26
NET OF REVENUES & EXPENDITURES		27,372.76	14,130.00	37,503.68	(37,362.00)	2,703.21	(14,692.00)	389,237.13	(403,929.13)	2,649.31
BEG. FUND BALANCE		87,761.47	115,134.23	115,134.23	152,637.91	152,637.91	155,341.12	155,341.12		
END FUND BALANCE		115,134.23	129,264.23	152,637.91	115,275.91	155,341.12	140,649.12	544,578.25		

\$ 140,649.12	2022 Estimated Ending Fund Balance
\$ (97,932.00)	Reserved for Wind Through 2022
\$ 42,717.12	Actual Available

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 26th day of May, 2022 with the meeting called to order at 8:00 a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner _____, seconded by Commissioner _____,

RESOLUTION 2022-10 **Fiscal Year 2023 Community Corrections Grant Application**

WHEREAS, Tuscola County, as a member of the Thumb Area Regional Community Corrections with Lapeer and Sanilac Counties, recognizes the need to offer felony probationers with specific programming targeted at further advancing offender success rates and reducing repeat offender rates; and

WHEREAS, the Fiscal Year 2023 Community Corrections Grant Application, written on behalf of the Thumb Area Regional Community Corrections, will provide a funding source to incorporate such programming and administrative oversight in Tuscola County.

THEREFORE, BE IT RESOLVED that the Tuscola County Board of Commissioners hereby approves Tuscola County's participation in the Thumb Area Regional Community Corrections Fiscal Year 2023 Community Corrections Grant Application, for the period of October 1, 2022 through September 30, 2023.

BE IT FURTHER RESOLVED, that this resolution be spread upon the proceedings of the Tuscola County Board of Commissioners this 26th day of May 2022.

Ayes:

Nays:

Absent:

Resolution declared approved dated this 26th day of May, 2022.

Date _____

*Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners*

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of an agreement approved by the Board of Commissioners at a regular meeting on May 26, 2022.

Date _____

*Jodi Fetting
Tuscola County Clerk*

PROPOSED

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 26th day of May, 2022 with the meeting called to order at 8:00 a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner _____, seconded by Commissioner _____,

RESOLUTION 2022-11 Relay For Life of Tuscola County

American Cancer Society (ACS) Relay For Life Proclamation for Tuscola County:

WHEREAS, the Relay For Life movement continues to be the largest peer-to-peer fundraising event with 2.5 million participants globally uniting to save lives from cancer;

WHEREAS, Relay For Life of Tuscola County is an opportunity to celebrate people who have been touched by cancer, remember loved ones lost, and take action for lifesaving change;

WHEREAS, funds raised at Relay For Life events help the ACS fund and conduct breakthrough research, and give cancer patients and their families the resources they need, like free rides to chemo, free places to stay near hospitals, and a live 24/7 helpline for answers and support;

NOW, THEREFORE, BE IT RESOLVED BY THE TUSCOLA COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. The Board hereby Proclaims the Month of September as Relay For Life Month in the County of Tuscola
2. The Board authorizes Relay For Life of Tuscola County to place related signage on the courthouse lawn during the Month of September.

3. The Board encourages residents to let their passion inspire them to join the Relay For Life movement by attending a kickoff celebration, starting or joining a fundraising team, making a donation, or attending the Relay For Life event at the Caro Farmers Market on September 17, 2022.

Ayes:

Nays:

Absent:

Resolution declared approved dated this 26th day of May, 2022.

Date _____

*Thomas Bardwell, Chairperson
Tuscola County Board of Commissioners*

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of an agreement approved by the Board of Commissioners at a regular meeting on May 26, 2022.

Date _____

*Jodi Fetting
Tuscola County Clerk*

PROPOSED



[EXTERNAL] District Update from Sen. Kevin Daley

1 message

Senator Kevin Daley <newsletter@gop.senate.michigan.gov>
Reply-To: Senator Kevin Daley <SenKDaley@senate.michigan.gov>
To: Renee Francisco <renee@tuscolacounty.org>

Thu, May 19, 2022 at 12:50 PM

[Open Senator Kevin Daley's Update in your browser](#)



Dear Friends,

Welcome to the most recent edition of my monthly e-newsletter.

Below you'll find news out of our state capital and the 31st Senate District that I hope you find helpful and interesting.

As always, my staff and I are here for you. My priority is to listen and understand the issues facing the individuals and families across the state. Please continue to share your thoughts with me at SenKDaley@senate.michigan.gov or at 517-373-1777.

Thank you for allowing me to represent you in the Michigan Senate. I am grateful each and every day to work for the people of the 31st Senate District.

Sincerely,



Kevin Daley
State Senator
31st District

Voting for local revenue sharing in FY 23 budget

As work continues on the upcoming fiscal year budget, I voted in favor of a plan that recognizes the impact local governments have on communities across the state. I've held many roles within local government and I know how important the work these folks do is to area families and businesses.

I voted in favor of a plan that raises funding for schools, road repairs and other priorities, but also focuses on making sure local governments have the resources they need to improve their community and benefit those who live and work there.

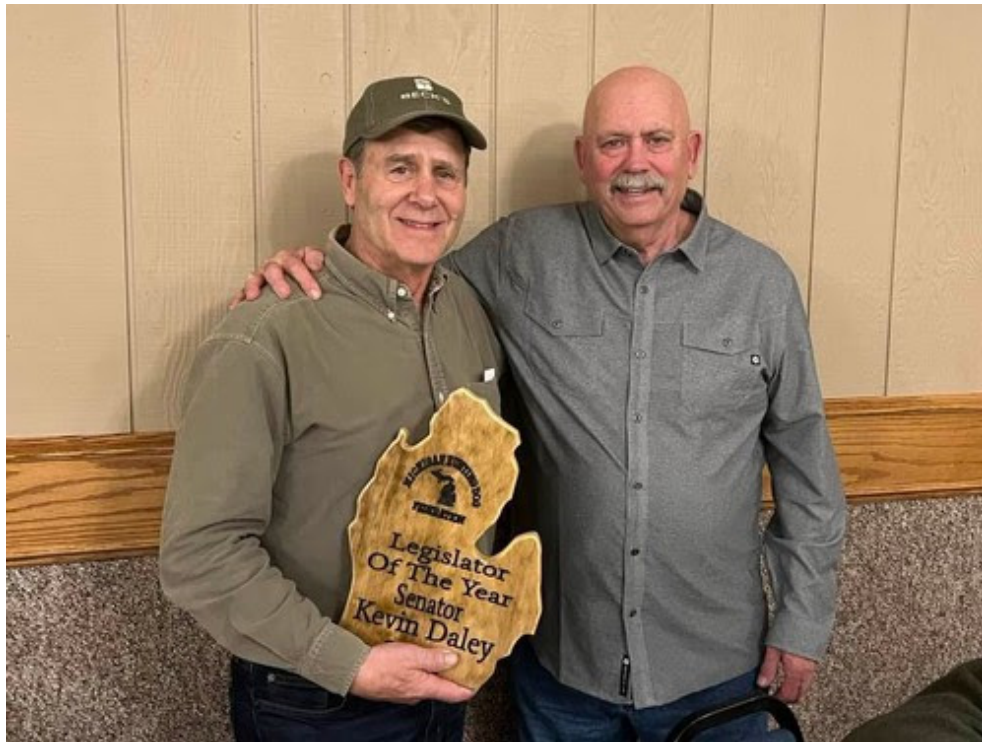
This budget features a 10% increase in revenue sharing for cities, townships, and villages to help local officials address local needs. The measure I supported also features nearly \$2 billion for cities, villages and local road commissions to make upgrades or repairs and continue our work toward building a better Michigan —and does so without raising taxes or increasing debt.

Daley earns Legislator of the Year

It was an honor to be presented as this year's Legislator of the Year by the Michigan Hunting Dog Federation.

The award is the federation's top recognition for a member of the Legislature and signifies a recipient's consistent support of the state's hunting industry.

I've long been an advocate for Michigan's great outdoors and for those who enjoy them! I am proud of this recognition and will continue supporting efforts that improve recreation activities for those who enjoy getting out and enjoying nature.



Judiciary committee hears testimony on Daley legislation to make Michigan prisons safer

The Senate Committee on Judiciary heard public comments on my legislation to improve safety measures in state prisons.

[Senate Bill 630](#) would clearly outline prohibited items in statute to provide clear guidelines under the law. The bill would expand the definition of contraband in state prisons to include dangerous tools, electronics, and escape materials, all of which can pose a threat in the hands of prisoners. A violation would be a felony punishable by up to five years in prison, a maximum fine of \$1,000, or both.

The goal of this legislation is to make sure everyone stays safe and that our corrections officers get home safely. This is a commonsense tool that will help keep dangerous items out of our prisons and allow corrections officers to more effectively do their jobs.



Senate passes FY 23 budget for veteran suicide prevention

The Michigan Senate passed a fiscal year 2023 state budget that includes funding to help Michigan veterans.

The bill includes aid with college tuition and other post-service opportunities, but more importantly, includes funding to protect the mental health of those who bravely served this nation.

Included is \$1.2 million for the Michigan Veteran Affairs Agency to launch a suicide prevention program that focuses on outreach and other preventative measures and an increase in funding for the state's three veteran homes

No veteran who needs medical attention should be turned away or receive inadequate care. We need to protect our veterans and help them in any way that we can!

Morel season in Michigan!

Morel mushroom hunting is a favorite spring pastime for many. Morels begin to emerge in the spring when warmer weather arrives, normally after rain.

It is important to know how to properly identify morels. Look for their pitted, bumpy profiles near hilly areas with hardwood trees and around burn scars where a wildfire or prescribed burn has happened. While morels are safe to eat, some wild mushrooms can make you seriously ill. All wild mushrooms should be cleaned and fully cooked before enjoying.

The Michigan Department of Natural Resources morel website provides the basics of morel identification and hunting. Visit Michigan.gov/MiMorels for information and tips including proper identification, maps of forage locations and how to prep and cook morels.

Purchase your ORV License and Trail Permit

Now that spring has arrived in Michigan, it is time to get outdoors and hit the trails. Michigan ORV licenses and trail permits are valid for one year, beginning April 1 through March 31 of the following year.

An ORV license is not required to operate on private lands, but a license will gain you access to ride on eligible county roads, frozen surfaces of public waters, state forest roads (open to ORV use) and eligible national forest roads. The cost of an ORV license is \$26.

An ORV trail permit is required when operating on [state-designated ORV trails and scramble areas](#). ORV trail permits are not valid as a stand-alone license; an ORV license must also be purchased. ORV licenses and trail permits can be purchased online through [eLicense](#) (sent through the U.S. mail and will take approximately 7-10 business days) or in person at a number of [DNR license agents and dealers](#).

Know the signs of a stroke

May is National Stroke Awareness Month. Anyone can have a stroke at any age, but almost three-quarters of all strokes happen in people over age 65. Because early treatment is crucial to help minimize the lasting effects of a stroke, knowing the signs or symptoms is important.

A stroke is treatable if you act F.A.S.T.! The warning signs of a stroke are Face drooping, Arm weakness, Speech difficulty and Time to call 911. By being aware of these signs, you can help save a life.

The American Heart Association urges people to lower their risk of heart disease and stroke by taking steps to manage blood pressure, control cholesterol, reduce blood sugar, get active, eat better, lose weight and stop smoking.

NATIONAL
STROKE AWARENESS
MONTH

F A S T

FACE
ONE SIDE OF THE FACE IS DROOPING

ARMS
ARM OR LEG WEAKNESS

SPEECH
SPEECH DIFFICULTY

TIME
TIME TO CALL FOR AMBULANCE IMMEDIATELY

Visit www.strokeassociation.org for more information.

CALL 911 IMMEDIATELY

Military Appreciation Month

May is Military Appreciation Month! This month we show our appreciation for the sacrifices and successes of the brave men and women of our nation's armed forces.

To those who are serving, or have served in our armed forces, thank you. I appreciate and value all the sacrifices you have made to protect our freedoms.



Happy birthday Michigan State Parks!

Mark your calendar to celebrate Michigan State Parks' 102 birthday on May 12, 2022! The formation of the Michigan State Park Commission was voted on by the state Legislature on May 12, 1919. Stop by your local state park and enjoy Michigan's beautiful parks system!



Free Pure Michigan travel guide now available

Whether you enjoy warm weather fun on the water, in the woods or at the golf course, Michigan has it all!

The 2022 Pure Michigan Spring/Summer Travel Guide features lighthouses, tiny towns, national forests and Great Lakes shore experiences as well as craft beer, casino and urban destinations. The publication also includes a seasonal calendar of festival events. Please call or email my office for a print copy or find the digital version at [Michigan.org](https://www.michigan.org)!

Constituent Connections!

I recently welcomed Alan and Rosemary Golden to the Capitol as my personal guests for the day. It is always a pleasure to host people from the 31st District here in Lansing so they can not only get a better look at their state government, but also experience the history and beauty of our state Capitol.



On Friday, May 6, I met with local leaders the Bay Area Chamber of Commerce to discuss several key legislative issues affecting the Bay Area and how we can keep moving Michigan forward.



Photo courtesy Bay Area Chamber of Commerce

Helpful Resources

Celebrating a special occasion?

My office is happy to offer legislative tributes in honor of noteworthy events such as retirement, anniversaries of businesses in our community, awards and public recognitions.

State government resources

Michigan Senate website: www.senate.michigan.gov

Michigan House of Representatives website: www.house.michigan.gov

Michigan Legislature website: www.legislature.mi.gov

Michigan Citizen's Guide: [Citizen's Guide to State Government, 101st Legislature](#)

Senator Kevin Daley

3100 Connie B. Binsfeld Office Building

P.O. Box 30036

Lansing, MI 48909-7536

Phone: 517-373-1777

FAX: 517-373-5871

E-Mail: SenKDaley@senate.michigan.gov

Visit my website at: SenatorKevinDaley.com



[Unsubscribe](#)

April 28, 2022

A regular meeting of the Board was held in their offices at 1733 S. Mertz Rd., Caro, Michigan on Thursday, April 28, 2022 at 7:30 A.M.

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

Motion by Matuszak seconded by Weber that the minutes of the April 14, 2022 regular meeting of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Motion by Weber seconded by Matuszak that the minutes of the April 14, 2022 closed session of the Board be approved. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Payroll in the amount of \$111,571.89 and bills in the amount of \$258,462.40 covered by vouchers #2022-21, #2022-22, #HRA-109 were presented and audited.

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

Brief Public Comment Segment:

None.

Management and the Board discussed the Road Commission's recent attendance at the Tuscola County Board of Commissioner's Committee of the Whole Meeting on Monday, April 25, 2022 regarding the upcoming Primary Road and Local Bridge county-wide millage renewals.

Motion by Kennard seconded by Weber to approve the ownership change and the updated Gravel Pit Agreement between the Tuscola County Road Commission and Robert & Marlene Hunter for the gravel pit in Section 16 of Dayton Township. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Management and the Board further discussed the upcoming Township Supervisor's meeting scheduled for Thursday, May 5, 2022.

Acting County Highway Engineer Dankert provided to the Board an update regarding road and bridge projects.

Motion by Weber seconded by Kennard that the meeting be adjourned at 8:25 A.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Chairman

Secretary-Clerk of the Board

May 5, 2022

A special meeting of the Board was held at the Brentwood at 178 Park Dr., Caro, Michigan on Thursday, May 5, 2022 at 10:00 A.M.

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

At 10:00 A.M. the Board met with Township Officials to discuss 2022 roadwork and Road Commission policies and procedures.

The following County Officials were present for the meeting: Tuscola County Commissioner Tom Young.

The following Township Officials were present for the meeting: Akron Township Supervisor Steve Linzner, Almer Township Supervisor Jim Mantey, Arbela Township Supervisor Ed Hunt, Columbia Township Supervisor Kathy Trischler, Denmark Township Supervisor Charles Heinlein, Elkland Township Supervisor Terry Muntz, Ellington Township Supervisor Russell Speirs, Fairgrove Township Supervisor Keith Aeder, Fremont Township Supervisor Matt Blatt, Indianfields Township Supervisor William Campbell, Juniata Township Supervisor Lisa Geiger, Koylton Township Supervisor Doug Kramer, Koylton Township Trustee Larry Sabin, Millington Township Supervisor Robert Loomis, Novesta Township Supervisor Chad Daniels, Tuscola Township Supervisor Tod Fackler, Vassar Township Supervisor Bruce Foether, Vassar Township Clerk Deborah Pounds, 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 Andy Hecht, Akron Division Foreman Troy Daily, Deford Division Foreman Allen Jacobs, and Vassar Division Foreman Lee Crosby.

The following agenda topics were discussed: 2022-2026 planned road and bridge projects, the Local Road Improvement and Maintenance & Township Allowance Policy, Township Roadside Mowing Incentive, procedures for a successful local road project, the Local Road Brush Spray Policy, Local Gravel Roads Presentation, Local Paved Roads Presentation, and the upcoming County-Wide Primary Road and Local Bridge Millage Renewals.

Motion by Parsell seconded by Kennard that the meeting be adjourned at 12:20 P.M. Weber, Kennard, Matuszak, Parsell, Laurie --- Motion Carried.

Chairman

Secretary-Clerk of the Board



RESOLUTION – 2022-09

RESOLUTION OPPOSING MICHIGAN HOUSE BILLS 4729, 4730, 4731, & 4732

WHEREAS, Zillow, a for-profit corporation from Seattle, WA, has been lobbying the Michigan Legislature to pass legislation that undermines the integrity of Register of Deeds and Treasurer Offices across the State of Michigan; and

WHEREAS, the legislation that Zillow is lobbying for would require Register of Deeds and Treasurer Office across the State of Michigan to provide for-profit corporations copies of any official records maintained by those offices at a significant discount or in some instances free of any charge. As a result, the taxpayers will be responsible for picking up the tab for providing these records and the financial burden created by the loss of revenue for these offices; and

WHEREAS, if these Bills become law, Zillow and other for-profit corporations will have the ability to demand the manner in which the Register of Deeds and Treasurer must provide copies of official records; and

WHEREAS, if these Bills become law, they would impose new restrictions and limits on what Register of Deeds and Treasurer Offices can charge for parcel cards, and would burden Michigan taxpayers with the cost to provide records to out-of-state entities and corporate organizations; and

WHEREAS, Zillow and other corporations will capitalize on selling publicly owned records, provided to them free of charge, while at the same time placing Michigan residents at a higher risk for fraud and theft; and

WHEREAS, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League are united in opposing Michigan House Bills 4729, 4730, 4731, & 4732.

THEREFORE, BE IT RESOLVED, that Menominee County Board of Commissioners OPPOSE Michigan House Bills 4729, 4730, 4731, & 4732, as private corporations should not benefit financially from public records at the expense of Michigan taxpayers; and

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to Governor Gretchen Whitmer, Speaker of the Michigan House of Representatives, Majority Leader of the Michigan Senate, Senator Ed McBroom, Representative Beau LaFave, Representative Julie Calley, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League.

Moved by Commissioner Gromala, seconded by Commissioner Cech to immediately adopt the resolution as presented.

Roll call vote: AYES: 8 NAYS: 0

RESOLUTION DECLARED ADOPTED.




Larry Phelps, Chairman of the Board

5/24/2022

Date

STATE OF MICHIGAN)
) ss.
COUNTY OF MENOMINEE)

I hereby certify that the foregoing is a true and complete copy of **Resolution 2022-09** adopted by the County Board of Commissioners at a regular meeting held on **May 24, 2022**, and I further certify that the public notice of such meeting was given as provided by law.



Marc Kleiman, Menominee County Clerk