



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, June 13, 2024 – 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 Vaughan
Prayer - Commissioner Bardwell
Pledge of Allegiance - Commissioner Young
Roll Call - Clerk Fetting

Page

Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 6 - 12
[Board of Commissioners - 30 May 2024 - Minutes - Pdf](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda

- [Committee of the Whole - 10 Jun 2024 - Minutes - Pdf](#) 13 - 16
1. Acceptance of the 2023 Mosquito Abatement's Annual Report
2. Approval of Purchasing an Updated DC-IV Mosquito Abatement Calibration System 17 - 18
[Purchase Request Mosquito Calibration Equipment](#)
3. Approval of Pricing Change Increase on the Tiggs Canteen Contract for Jail Inmate Meals 19
[Tuscola County Meal Price Acknowledgement 07-21-2024](#)
4. Approval For a Part-time Hire for Marine Patrol 20

[New Part-time Hire for Marine Patrol](#)

New Business

1. Approve Multiple Change Orders for the People's State Bank (PSB) Building Construction Project - Mike Miller, Director of Buildings and Grounds 21 - 33
[CPR #3 - Conduit chase and receptacle boxes](#)
[CPR #4 - Hardware Set #13](#)
[CPR #5 - Underground Electrical Service](#)
[CPR #6 - Ceiling in 201 and 202 Revised](#)

Old Business

1. Approval of Two (2) Remonumentation Survey Contracts for 2024 - Neil Hammerbacher, Controller-Administrator 34 - 84
[Advance Surveying, Inc.](#)
[Advance Surveying, Inc. Supplemental Information](#)
[William A Kibbe Assoc., Inc.](#)
[William A Kibbe Assoc., Inc. Supplemental Information](#)
2. Appointment of Karly Creguer, MSU Extension District Director, to the Tuscola County Economic Development Corporation's (EDC) Board of Directors - Neil Hammerbacher, Controller-Administrator 85
[Appointment of Karly Creguer to EDC Board of Directors](#)
3. Approval of Friday, July 5, 2024 being Declared a Day Off With Pay - Neil Hammerbacher, Controller-Administrator 86 - 91
[Estimated Additional Cost to the County for July 5th](#)
[Union Acknowledgements](#)
4. Approval of the Police Officer Labor Council (POLC) Command Unit's Contract - Shelly Lutz, Director of Human Resources 92 - 132
[POLC Contract](#)
5. Adoption of Resolution 2024-09 In Support of Creating an Access Road to Bypass M-53 for the Amish Community to Safely Travel In and Around the Village of Cass City - Neil Hammerbacher, Controller-Administrator 133 - 134
[2024-09 Proposed Resolution Supporting Cass River Crossing for the Amish Community](#)

Correspondence/Resolutions

1. Resolution Recognizing May as Mental Health Awareness Month 135 - 136
[Resolution for Mental Health Awareness Month 2024](#)
Resolution in Opposition of the Governor's Fiscal Year (FY) 2025

- | | | |
|----|---|-----------|
| 2. | Budget for the Reduction of Operation Funding to Michigan Conservation Districts
Opposing the Governor's Recommended Budget 2025 | 137 - 138 |
| 3. | Status of Tuscola County's 2023 Financial Audit
Road Commission Audits | 139 |

Commissioner Liaison Committee Reports

Vaughan

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

Lutz

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

Koch

- Behavioral Health Systems Board

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

Bardwell

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
MAC Finance Committee
NACo Rural Action Caucus (RAC)
Local Units of Government Activity Report

Young

Board of Public Works
County Road Commission Liaison
Dispatch Authority Board
Genesee Shiawassee Thumb Works
Great Start Collaborative
Human Services Collaborative Council (HSCC)
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

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 30, 2024

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

Commissioner Vaughan 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 30, 2024, to order at 8:00 AM local time.

Prayer - Commissioner Vaughan

Pledge of Allegiance - Commissioner Young

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: Thomas Bardwell

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Neil Hammerbacher, Steve Anderson, Mike Miller, Jon Ramirez

Also Present Virtual: Tracy Violet, Mary Drier, Brandon Bertram, Amanda Ertman, Angie House, Cindy Hughes, Cindy McKinney-Volz, Cody Horton, Debbie Babich, Renee Francisco, Tim Green, Treasurer Ashley Bennett, Crystal Knoblock, Barry Lapp, Ashley Gaudett, Sheriff Glen Skrent, Judy Cockerill, Shannon Nelson, Drain Commissioner Bob Mantey, Steve Root

At 8:02 a.m., there were a total of 16 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2024-M-122

Motion by Bill Lutz, seconded by Thomas Young to adopt the agenda as presented.
Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2024-M-123

Motion by Matt Koch, seconded by Bill Lutz to adopt the meeting minutes from the May 16, 2024 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

None

New Business

1. Dispatch-911 Services Request to Purchase a Battery Backup for the Dispatch-911 Service Building -
Neil Hammerbacher, Controller-Administrator and Eean Lee, Chief Information Officer, explained the request presented. This project was budgeted for in 2024. The pricing was obtained from the State Bid website.

2024-M-124

Motion by Bill Lutz, seconded by Thomas Young to approve the purchase of a Battery Backup for the Dispatch-911 Service Facility from Converge Technology Solutions for \$42,590.00 as recommended by Jon Ramirez, Dispatch Director and Eean Lee, Chief Information Officer. Motion Carried.

2. Approval of Third-Party Administrator (TPA) Request for Proposal (RFP) for CHILL Grant -
Debbie Babich, Fiscal Personnel Analyst, explained the need to have an RFP prepared for a third-party administrator in order to move the grant forward in the process.

2024-M-125

Motion by Bill Lutz, seconded by Matt Koch to accept the Request for Proposal (RFP) for a Third-Party Administrator (TPA) as required for the CHILL Grant Application. Motion Carried.

3. Discussion of Possible Public-Private Partnership (P3) for Recycling Services -
Neil Hammerbacher, Controller-Administrator and Mike Miller, Director of Recycling, stated that the potential of entering in a public/private partnership can be a complex matter. Controller-Administrator Hammerbacher does not have prior experience in these types of agreements and he would like to seek legal counsel prior to moving forward. Board was supportive of that. The next meeting with the private company is set for June 6, 2024.

4. Identify the Tuscola County Board of Commissioners as the County Approval Agency (CAA) for the County Materials Management Plan -
Mike Miller, Director of Recycling, explained the next step of the plan is to set the County Approval Agency.

2024-M-126

Motion by Bill Lutz, seconded by Thomas Young to identify the Tuscola Board of Commissioners as the County Approval Agency (CAA) for the County Materials Management Plan as recommended by Mike Miller, Director of Recycling. Motion Carried.

5. Acceptance of \$16,000.00 Grant Award from Michigan Municipal Risk Management Authority (MMRMA) for In-Car Cameras -
Robert Baxter, Undersheriff, explained the need to have the cameras replaced as the recordings from the cameras are not properly saving. A Grant has been applied for and awarded to cover a portion of the costs.

2024-M-127

Motion by Bill Lutz, seconded by Thomas Young to accept a Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) Grant from Michigan Municipal Risk Management Authority for \$16,000.00 to support the purchase of In-Car Cameras as recommended by Robert Baxter, Undersheriff. Motion Carried.

6. Approval of Budget Amendment to Purchase In-Car Cameras Out of the Road Patrol (207) Fund -
Neil Hammerbacher, Controller-Administrator, explained the budget amendments requested to account for the purchase of the in-car cameras.

2024-M-128

Motion by Bill Lutz, seconded by Matt Koch to amend the 2024 Road Patrol (207) Fund Budget for the RAP/CAP Grant of \$16,000.00 and for the purchase of In-Car Cameras for \$174,500.00 as recommended by Robert Baxter, Undersheriff and Neil Hammerbacher, Controller-Administrator. Motion Carried.

7. Approval to Submit for a School Violence Prevention Program (SVPP) Grant for \$123,096.00 -
Jon Ramirez, Director of Dispatch-911 Services, explained the potential positive impacts that could be realized if the grant were to be awarded which will improve communication means for School Resource Officers.

2024-M-129

Motion by Bill Lutz, seconded by Thomas Young to approve the submission of a \$123,096.00 School of Violence Prevention Program (SVPP) Grant Application as recommended by Jon Ramirez, Dispatch-911 Services Director and Neil Hammerbacher, Controller-Administrator. Motion Carried.

8. Proposed Changes to Tuscola County's Computer Acceptable Use Policy (CAUP) - Eean Lee, Chief Information Officer, presented the revised plan which has been reviewed by the third-party audit firm, DewPoint.

2024-M-130

Motion by Matt Koch, seconded by Bill Lutz to approve the proposed changes to Tuscola County's Computer Resources Acceptable Use Policy (CAUP) as recommended by Eean Lee, Chief Information Officer. Motion Carried.

9. Sample Purchasing Policy in Compliance with Federal Uniform Guidance - Neil Hammerbacher, Controller-Administrator, explained the need to update the purchasing policy and presented some areas that need to be considered as to the levels of approval authorization. Controller-Administrator Hammerbacher will present an updated policy for final approval.

2024-M-131

Motion by Matt Koch, seconded by Thomas Young to direct the Controller-Administrator to update Tuscola County's Purchasing Policy to ensure compliance with the Federal Government's Uniform Guidance. Motion Carried.

10. Informational: Monthly Fund Balance Report for April 2024 - Neil Hammerbacher, Controller-Administrator, presented the monthly report and will continue to present at the second Board meeting each month. If the account is less than the 17% needed, Controller-Administrator Hammerbacher is going to reach out to those respective Elected Officials and Department Heads.
11. Permission to Close the Purdy Administrative Building on Friday July 5, 2024 - Neil Hammerbacher, Controller-Administrator, explained that last year the Purdy Building closed the day prior to the 4th of July holiday. The request is to close the Purdy Building the day after the 4th of July holiday this year, which is a Friday. The Board would like to add to the next Committee of the Whole meeting to discuss how this may impact offices not in the Purdy Building.

Old Business

1. United States Department of Agriculture (USDA) Grant(s) Review Date Changed to June 4, 2024 - Controller-Administrator Hammerbacher explained the need to change the review date.
2. 2023 Audit Update - Controller-Administrator Hammerbacher provided an update on the progress of the County Audit. Currently, the Road Commission Audit is pending which will pause the progress of the County audit.

Correspondence/Resolutions

1. Board of Commissioners Possible Need to Appoint Trevor Keyes and Karly Crueger to the Tuscola County Economic Development Commission (EDC) Board - Board discussed if this request is necessary to complete. Controller-Administrator Hammerbacher will review the bylaws to determine if there is a limit to the number of members on the Executive Board and if the appointment of the new Director is required.
2. Parks and Recreation Committee has Two Possible Vacancies that Need Appointments - Michael Clinesmith, Parks and Recreation Committee Member, communicated that there is a vacancy on the Parks and Recreation Committee. Clerk Fetting will advertise for the vacancy.
3. Michigan Association of Counties (MAC) Legislative Update for 5-24-2024

Commissioner Liaison Committee Reports

Young

No Update

- Board of Public Works
- County Road Commission Liaison
- Dispatch Authority Board
- Genesee Shiawassee Thumb Works
- Great Start Collaborative
- Human Services Collaborative Council (HSCC)
- 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 - Provided an update on Brownfield Development.
- 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

Lutz

Board of Health
Community Corrections Advisory Board
Department of Human Services/Medical Care Facility Liaison -
Audit was received and a favorable rating was given.
Genesee Shiawassee Thumb Works
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Local Units of Government Activity Report -
Watertown Township received their new firetruck.
Human Development Commission Board of Directors Liaison

Koch

No Update
Behavioral Health Systems Board
Recycling Advisory
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

Bardwell

Absent
Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board

MAC Finance Committee
NACo Rural Action Caucus (RAC)

Local Units of Government Activity Report

Other Business as Necessary

None

At 8:57 a.m., there were a total of 26 participants attending the meeting virtually.

Extended Public Comment

None

Adjournment

2024-M-132

Motion by Bill Lutz, seconded by Thomas Young to adjourn the meeting at 8:57 a.m.
Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT



MINUTES

Committee of the Whole Meeting

8:00 AM - Monday, June 10, 2024

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

Commissioner Vaughan 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, June 10, 2024, to order at 8:00 AM local time.

Roll Call - Deputy Clerk Judy Cockerill

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: None

Others Present In-Person: Deputy Clerk Judy Cockerill, Eean Lee, Neil Hammerbacher, Larry Zapfe, Karly Creguer, Shelly Lutz, Cody Horton

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Clerk Jodi Fetting, Jon Ramirez, Cristi Smith, Estee Bitzer, Debbie Babich, Chad Tumblin, Renee Francisco, Linda Strasz, Ashley Gaudett, Register Marianne Brandt, Cindy McKinney-Volz, Cindy Hughes, Crystal Knoblock, Alecia Little, Tim Green, Cody Horton, Amanda Ertman

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

New Business

1. Presentation of Mosquito Abatement's 2023 Annual Report -
Larry Zapfe, Director, Tuscola County Mosquito Abatement, presented the Annual Report. Matter to be placed on the Consent Agenda.
2. Consideration for Purchasing an Updated DC-IV Mosquito Calibration System -
Larry Zapfe, Director, Tuscola County Mosquito Abatement, explained the budgeted request. Matter to be placed on the Consent Agenda.
3. Consideration of Appointing Karly Creguer, MSU Extension District Director, to the Economic Development Corporation's (EDC) Board of Directors -
Neil Hammerbacher, Controller-Administrator, explained the request to appoint Ms. Creguer to the EDC Board of Directors. Matter to be placed on Thursday's agenda.

4. Consideration of the 2024 Remonumentation Contract -
Neil Hammerbacher, Controller-Administrator, presented the proposed contracts at the request of Michael Yates. The contracts were signed prior to the meeting. Matter to be placed on Thursday's agenda.
5. Notification of Michigan Indigent Defense Commission's (MIDC) Financial Status Report (FSR) Compliance Review for State FY2023 -
Neil Hammerbacher, Controller-Administrator, reviewed the status report. The fund is currently in a deficit as the County is waiting on reimbursement. There is no action required at this time.
6. Consideration of Accepting Tiggs Canteen Pricing Change -
Neil Hammerbacher, Controller-Administrator, reviewed the changes in the Canteen Pricing. This has been reviewed by the Jail Lieutenant Brian Harris. Matter to be placed on the Consent Agenda.
7. Consideration of Friday, July 5, 2024 Being a Day Off with Pay - Neil Hammerbacher, Controller-Administrator
Neil Hammerbacher, Controller-Administrator, presented the request for County Staff to have July 5, 2024 off as a paid holiday. The financial impact to the County is expected to be less than \$5,500.00. Matter to be placed on Thursday's agenda.

Old Business

1. Update of the 2023 Tuscola County Financial Audit -
Neil Hammerbacher, Controller-Administrator, explained that the Road Commission has received their final audit but it has not been uploaded to Treasury yet.
2. Consideration for the Approval of the Police Officer Labor Council (POLC) Command Unit's New Labor Contract -
Shelly Lutz, Director of Human Resources, updated the Board that an agreement has been reached regarding the contract. Matter to be placed on Thursday's agenda.
3. Consideration for Establishing Board of Commissioner's Salary for the Four-year Term Beginning January 1, 2025 -
Neil Hammerbacher, Controller-Administrator, explained that if a change to the Commissioner salaries is to be made it must be done before the end of the year. Board discussed what has happened in past years. Commissioners would like to have a comparison from like counties for what their Commissioners receive for pay and benefits. Commissioners would like to know if other county employees that work less than 40 hours per week receive health benefits.

Finance/Technology

Primary Finance/Technology

1. Compliance with the State of Michigan's Uniform Chart of Accounts Project -
Neil Hammerbacher, Controller-Administrator, provided an update on the project to update the chart of accounts. Board discussed how the potential changes will look and impact budget line items moving forward.

On-Going and Other Finance

None

On-Going and Other Technology

-Eean Lee, Chief Information Officer, provided an update to the progress on the technology implementation at the PSB Building. Also, an update of the traffic on the County webpage was provided with the most use being the GIS page.

Building and Grounds

Primary Building and Grounds

None

On-Going and Other Building and Grounds

1. Purdy Building Repair Update (matter added) - Project has been completed.
2. PSB Building Update (matter added) - Commissioner Lutz reported that drywall work has begun.

Personnel

Primary Personnel

1. New Part-time Hire for Marine Patrol - Neil Hammerbacher, Controller-Administrator, explained the request received from the Undersheriff. Michael Finn is to be offered the position at \$20.91 per hour with a start date of June 1, 2024. Matter to be placed on the Consent Agenda.

The Board would like a report regarding the Marine Patrol Program.

On-Going and Other Personnel

None

Other Business as Necessary

-Commissioner Bardwell requested the Board consider adopting a resolution to support the building of the Amish Crossing Road that would be used instead of M-53. Cody Horton presented facts that support the Amish Crossing Road. Matter to be placed on Thursday's agenda.

At 9:13 a.m., there were a total of 24 participants attending the meeting virtually.

Public Comment Period

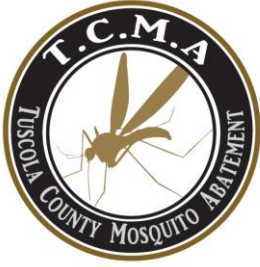
None

Adjournment

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 9:23 a.m.
Motion Carried.

Judy Cockerill
Deputy Clerk

DRAFT



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Larry Zapfe, Director

To: Tuscola County Board of Commissioners,
Neil Hammerbacher-County Controller/Administrator

From: Larry Zapfe, Director Tuscola County Mosquito Abatement

Date: June 10, 2024

Re: 2023 Annual Report. Request to purchase updated mosquito calibration system from KLDLABS Measurement Technologies.

- Present 2023 Tuscola County Mosquito Abatement Annual Report.
- Update mosquito calibration machine. KLDLABS can no longer support our departments DC-III System. The system needs to be updated to the current DC-IV system. The cost of this upgrade would be \$4,816.14.

The cost of the updated DC-IV system was anticipated and budgeted for in the 2024 budget. Respectfully, I would like to request permission to purchase the updated DC-IV mosquito calibration system from KLDLABS, at a cost of \$4,816.14. Respectfully, I would like to request the funds for this purchase be removed from the 2024 budget, line item number 240-100-932 equipment and maintenance.

Thank you for your time and consideration.

Respectfully,

Larry Zapfe, Director



353 S. Michigan Ave. P. O. Box 160, Coldwater, MI 49036 ~ Phone (877) 922-6833 ~ Fax (517) 279-9650

May 30, 2024

Lt. Brian Harris
Tuscola County Sheriff's Office
420 Court St.
Caro, MI 48723

Dear Lt. Harris,

Canteen Services appreciates the support Tuscola County has given us over the many years. As a result of continued rising costs in food supplies, paper products, transportation, and staffing expenses, Canteen Services finds it necessary to increase Tuscola County's meal pricing effective July 21, 2024.

Canteen is requesting to implement a tiered pricing schedule based on the quantity of meals served per each meal service (Breakfast, Lunch, Dinner) as follows:

Description	Price
0-54	\$3.05
55-65	\$2.56
66-80	\$2.31
81 and above	\$2.12
Medical Snack	\$1.16/each

Please sign in the box below, to acknowledge agreement of this change, and return to the above address or email to me at mstump@canteenservices.com.

We truly appreciate the opportunity to continue providing our services to your facility and Thank You for trusting us to be your food service provider.

Sincerely,

Michael S. Stump

Michael Stump
V. P. of Commissary and Business Development

I acknowledge & accept the pricing listed above to be effective upon signature.

Signature

Date

Printed Name

Title



Tuscola County

Neil Hammerbacher <nhammerbacher@tuscolacounty.org>

For next BOC meeting

1 message

Robert Baxter <rbaxter@tuscolacounty.org>

Wed, Jun 5, 2024 at 11:54 AM

To: Neil Hammerbacher <nhammerbacher@tuscolacounty.org>, Shelly Lutz <lutzs@tuscolacounty.org>

Michael Finn has accepted a position to fill a vacant part-time marine patrol position. His wage will be \$20.91 per hour. His interview, background, drug/physical have been completed. His start date was June 3, 2024.

Undersheriff Robert E. Baxter
Tuscola County Sheriff Administration
420 Court St
Caro, MI 48723
989-673-8161 ext 2225
Fax: 989-673-8164

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CONSTRUCTION, INC.

Change Proposal Request (CPR)

Project Information	
Project #	23-021
Title	Tuscola County Offices
Address	171 N State St
City, State, Zip	Caro, MI 48723-1660

Change Proposal Request	
Contract #	23-021-001
CPR #	23-021-003
Issue Date	29-May-2024
Subject	Conduit Chase and Additional Boxes

Prime Contract Company	
Contact	Derek M. Booms
Company	Booms Construction, Inc.
Address	1170 N Van Dyke Rd
City, State, Zip	Bad Axe, MI 48413-8076
Phone	

Owner	
Contact	Mike Miller
Company	County of Tuscola
Address	125 W. Lincoln St.
City, State, Zip	Caro, MI 48723-1660
Phone	989-672-3756

Description of the proposed change:

Install 3 - 2" conduits at 4 locations from second floor to the basement. 2 of the conduits will be filled with data wiring, and a third was requested for future use.

Maurer Electric = \$3,460.00

10% GC = \$346.00

Total ADD = \$3,806.00

Install additional receptacle boxes and/or data boxes in rooms 90, 92, 111, 112, 113, 114, and 205

5 data boxes and conduit - 90, 92, 111, 112, and 205

5 receptacle boxes, conduit, and wire - 111, 112, 113, 114, and 205

Maurer Electric = \$3,270.00

10% GC - \$327.00

Total ADD = \$3,597.00

Net Amount of this Proposed Change:

\$7,403.00

The Contract time due to this Change Proposal Request is to be determined at a later date.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein. If accepted, a change order must be processed to modify the contract.

Submitted By

Booms Construction, Inc.
Company

Derek M. Booms
By

29-May-2024
Date

Response: Accept Do Not Accept



CONSTRUCTION, INC.

Change Proposal Request (CPR)

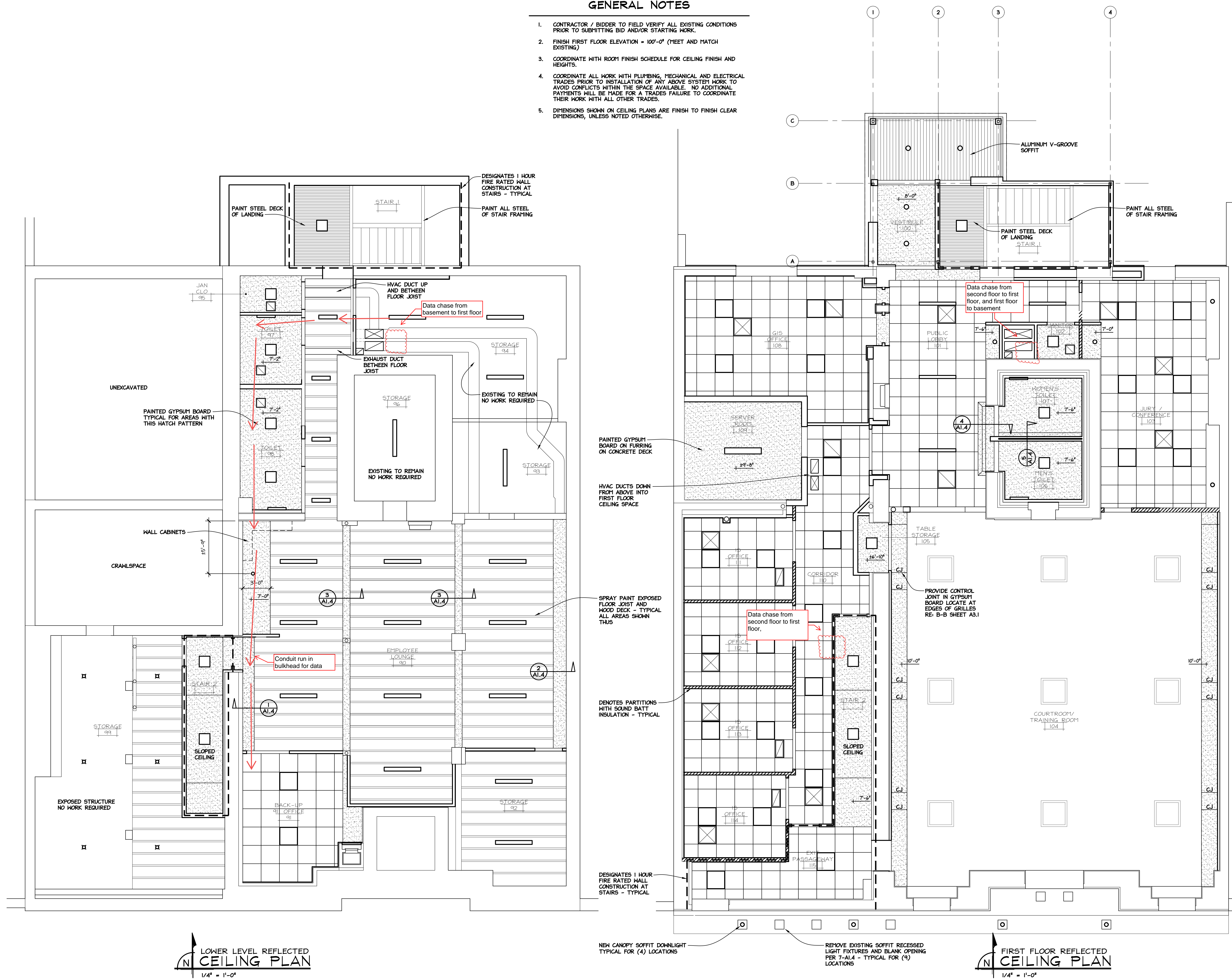
Proposed Items Summary

Order #	Code	Description	Subtotal
24	26	Electrical	7,403.00

Total = \$7,403.00

GENERAL NOTES

1. CONTRACTOR / BIDDER TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING BID AND/OR STARTING WORK.
2. FINISH FIRST FLOOR ELEVATION = 100'-0" (MEET AND MATCH EXISTING)
3. COORDINATE WITH ROOM FINISH SCHEDULE FOR CEILING FINISH AND HEIGHTS.
4. COORDINATE ALL WORK WITH PLUMBING, MECHANICAL AND ELECTRICAL TRADES PRIOR TO INSTALLATION OF ANY ABOVE SYSTEM WORK TO AVOID CONFLICTS WITHIN THE SPACE AVAILABLE. NO ADDITIONAL PAYMENTS WILL BE MADE FOR A TRADES FAILURE TO COORDINATE THEIR WORK WITH ALL OTHER TRADES.
5. DIMENSIONS SHOWN ON CEILING PLANS ARE FINISH TO FINISH CLEAR DIMENSIONS, UNLESS NOTED OTHERWISE.



LOWER LEVEL REFLECTED CEILING PLAN
1/4" = 1'-0"

FIRST FLOOR REFLECTED CEILING PLAN
1/4" = 1'-0"

REVIEWED BY	TLG	SCALE	AS NOTED	DATE	05/26/23
DATE	04/27/23	LFD	PROJECT NO.	220240	CAD FILE
REVISION/ISSUES	OWNERS APPROVAL	BID DOCUMENTS			
REV #	1				
	2				

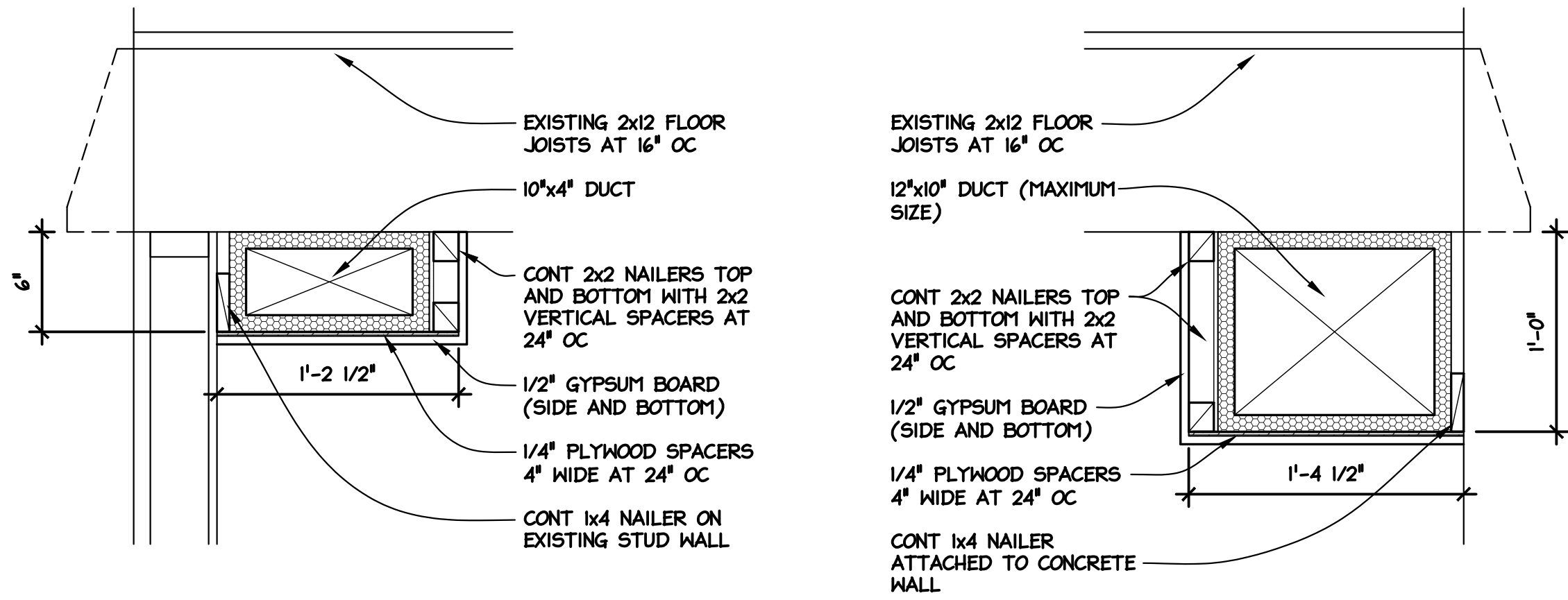
RENOVATIONS TO PEOPLE'S STATE BANK FOR
TUSCOLA COUNTY OFFICES
171 N STATE ST
CARO, MI

LOWER LEVEL / FIRST FLOOR REFLECTED CEILING PLANS

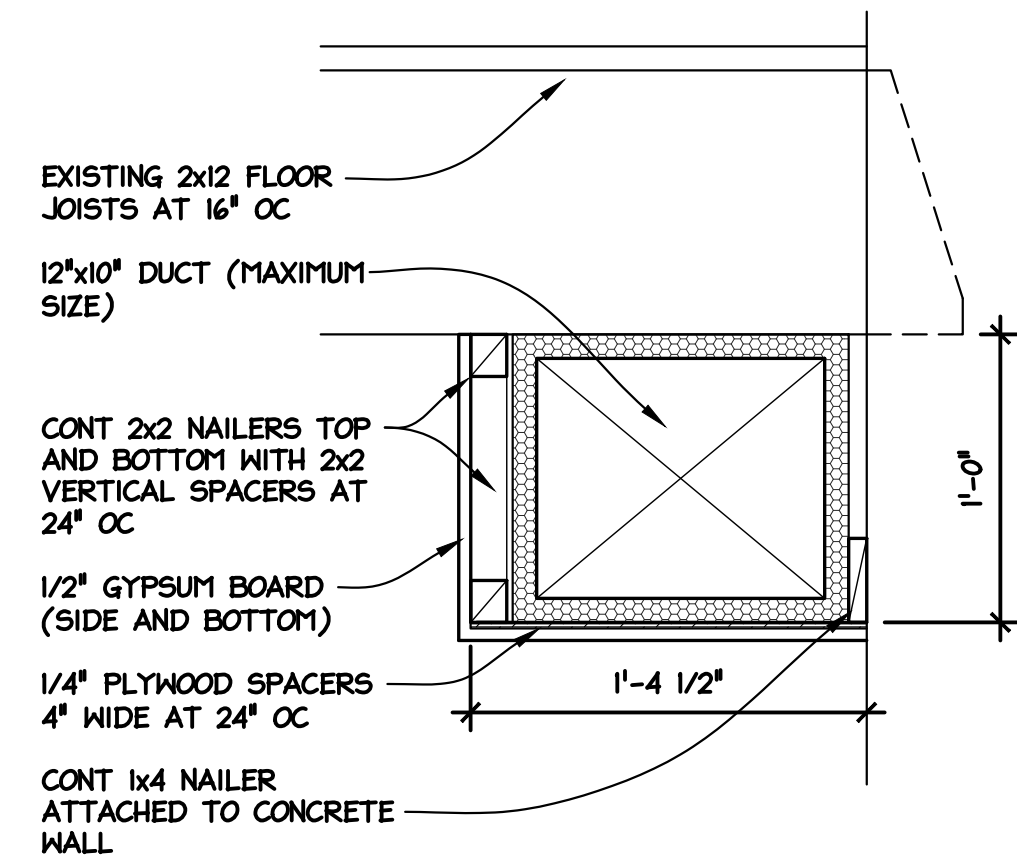
NJB ARCHITECTS INC.
105+ Main Street
Flushing, Michigan 48433
810-659-7118 voice
810-659-7224 fax
www.njb-architects.com

A1.3

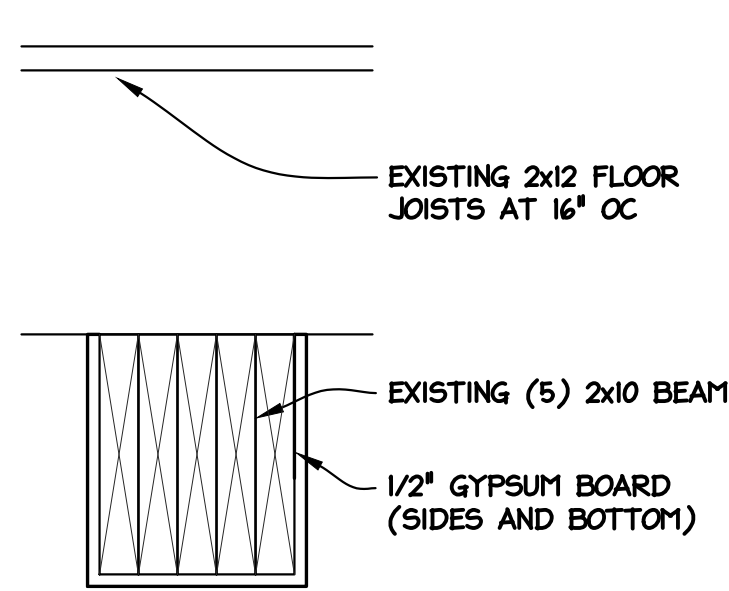
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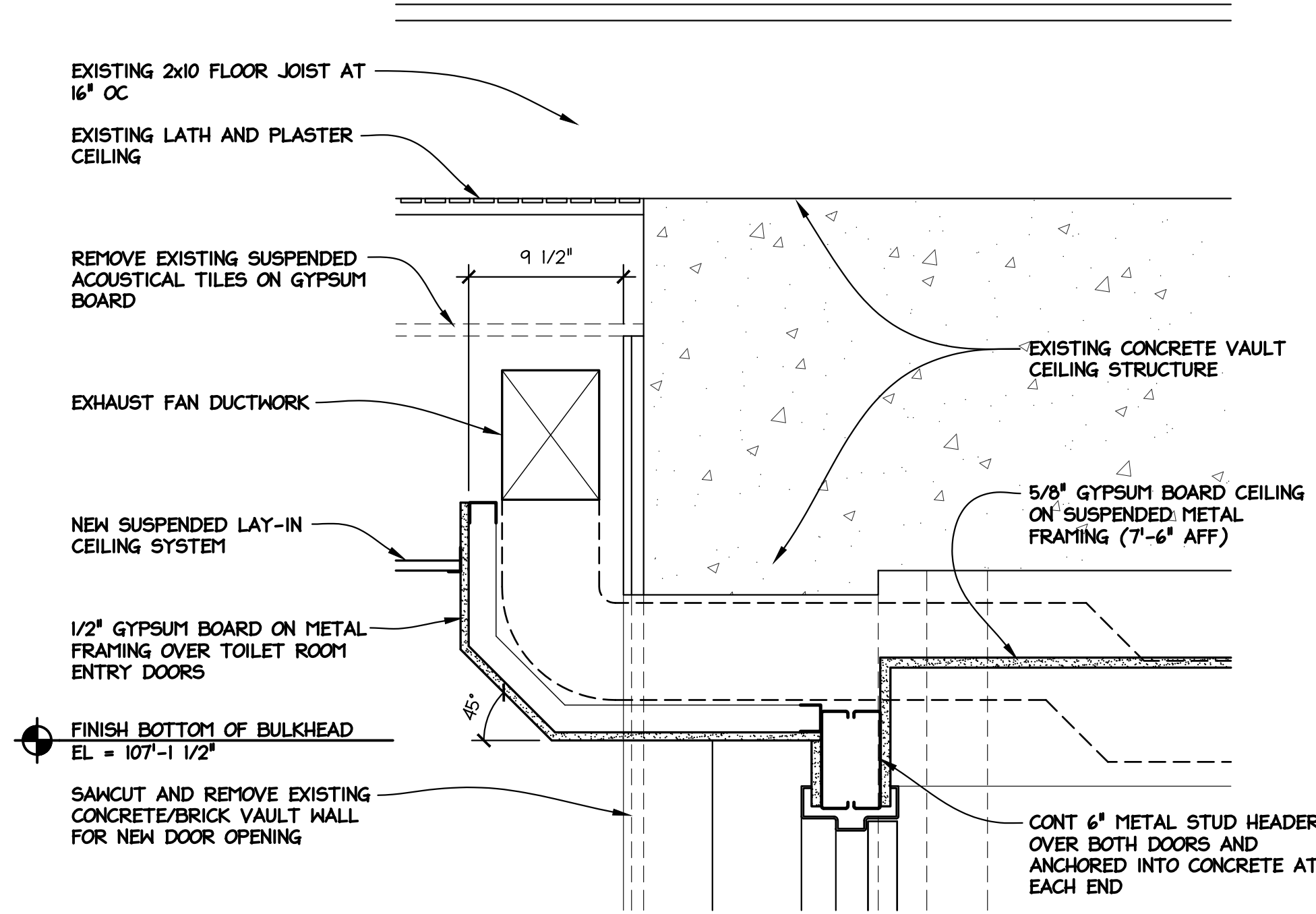
1 EMPLOYEE LOUNGE 90 - HVAC DUCT BULKHEAD SECTION
1-1/2" = 1'-0"



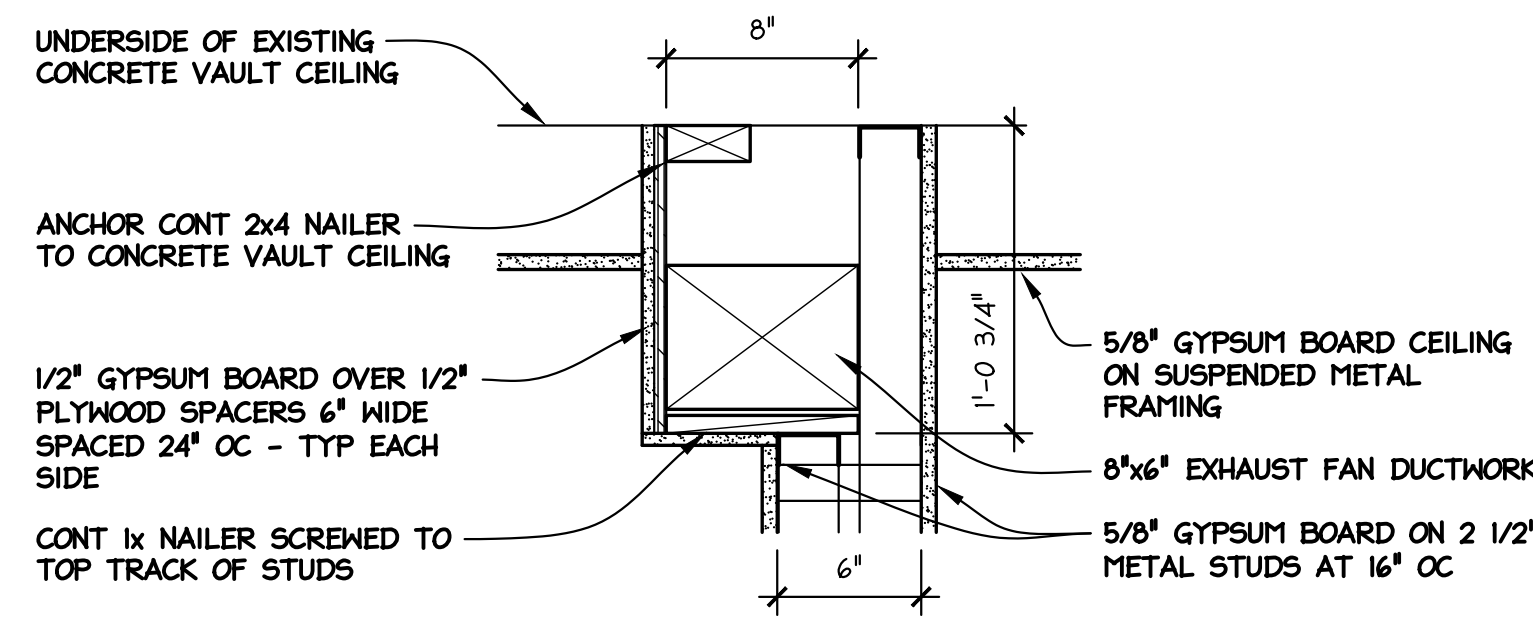
2 EMPLOYEE LOUNGE 90 - HVAC DUCT BULKHEAD SECTION
1-1/2" = 1'-0"



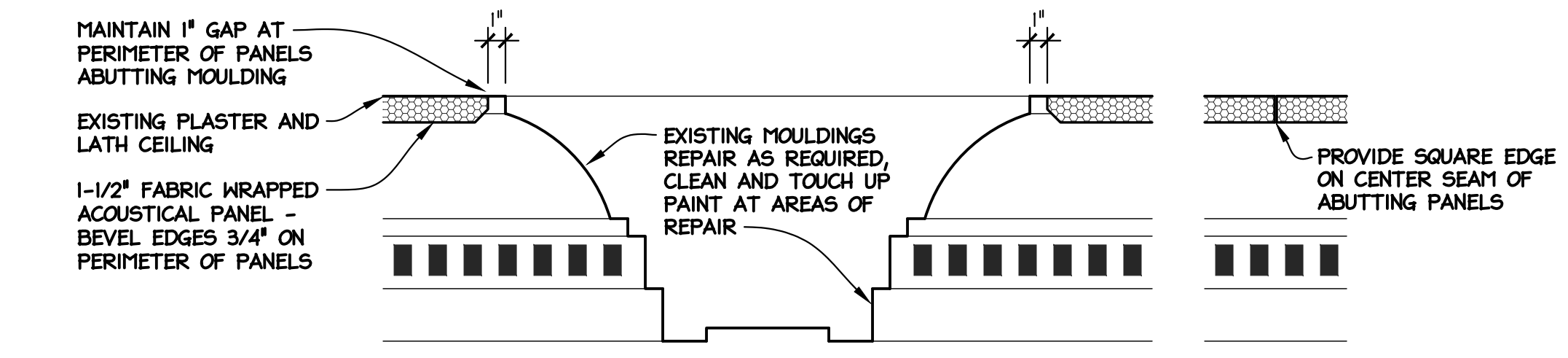
3 EMPLOYEE LOUNGE 90 WOOD BEAM SECTION
1-1/2" = 1'-0"



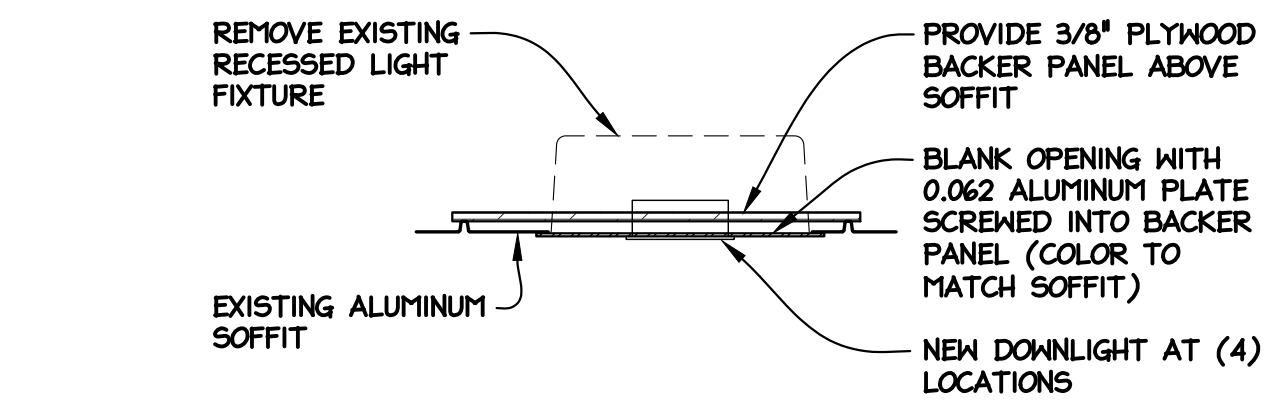
4 MENS TOILET 106 / WOMENS TOILET 107 DOOR HEAD / BULKHEAD SECTION
1-1/2" = 1'-0"



5 MENS TOILET 106 / WOMENS TOILET 107 DUCT BULKHEAD SECTION
1-1/2" = 1'-0"

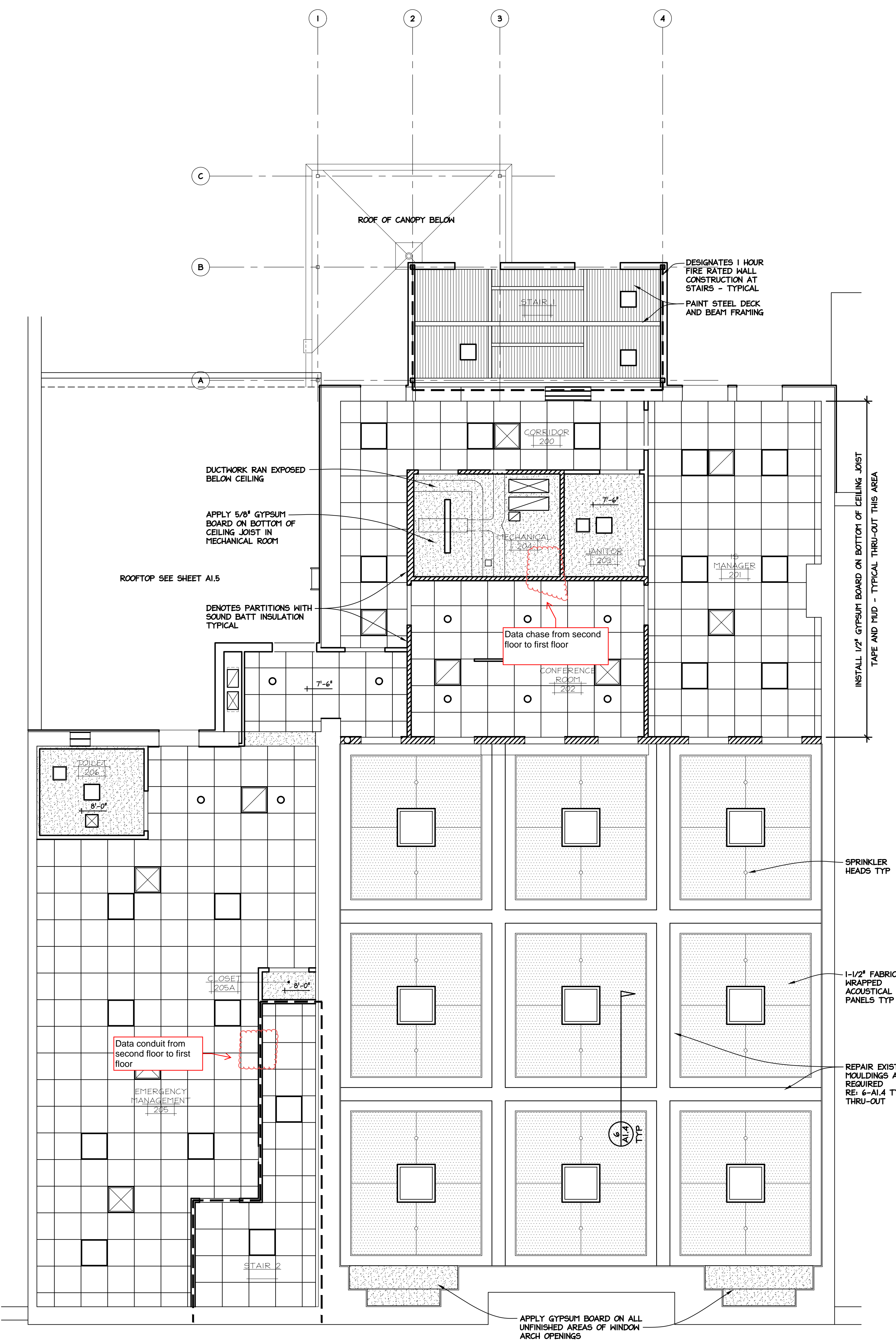


6 COURTROOM / TRAINING ROOM 104 - EXISTING CEILING / MOULDING SECTION
1-1/2" = 1'-0"
SEE PHOTO AT RIGHT



7 FRONT ELEVATION - CANOPY LIGHT SOFFIT INFILL SECTION
1-1/2" = 1'-0"

PATCH ANY HOLES IN EXISTING GYPSUM BOARD CEILING AND REPAIR BATT INSULATION AS REQUIRED - TYPICAL THRU-OUT EMERGENCY MANAGEMENT AREA



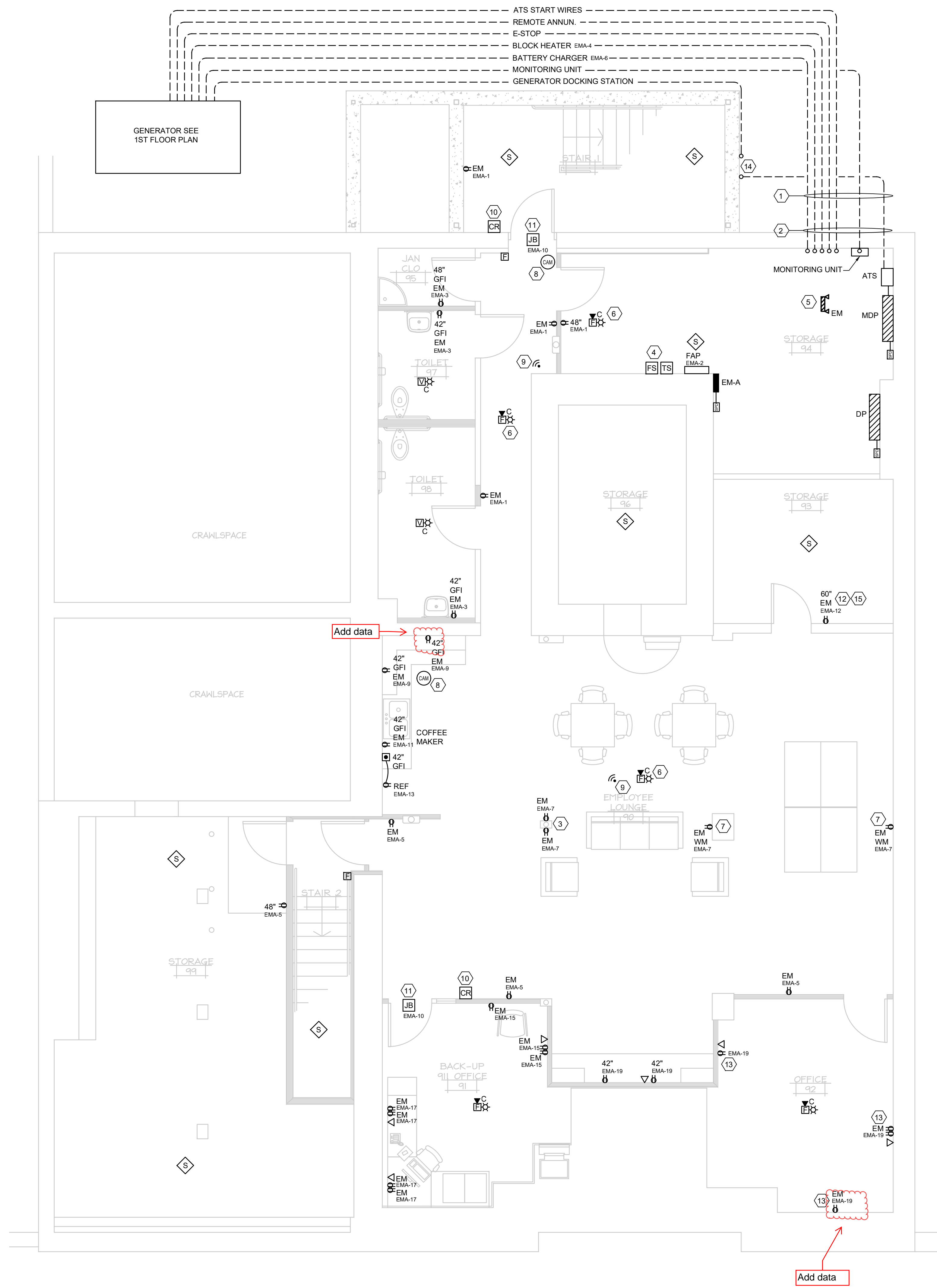
SECOND FLOOR REFLECTED CEILING PLAN
1/4" = 1'-0"

REV #	REVISION/DESCRIPTION	DATE	DRAWN BY	REVIEWED BY
1	OWNER'S APPROVAL	04/27/23	LFD	TLG
2	BID DOCUMENTS	05/26/23	PROJECT NO. 220240	SCALE AS NOTED
			CAD FILE	DATE 05/26/23

RENOVATIONS TO PEOPLE'S STATE BANK FOR
TUSCOLA COUNTY OFFICES
171 N STATE ST
CARO, MI

SECOND FLOOR REFLECTED CEILING PLAN AND DETAILS

NJB ARCHITECTS INC.
105+ Main Street
Flushing, Michigan 48433
810-659-7118 voice
810-659-7224 fax
www.njb-architects.com



NORTH
 LOWER LEVEL - POWER AND SYSTEMS PLAN
 1/4"=1'-0"

GENERAL NOTES

1. REFER TO SHEET E3.3 FOR PANELBOARD SCHEDULES.
2. REFER TO SHEET E4.1 FOR ONE-LINE DIAGRAM.
3. REFER TO SHEET E3.2 FOR SYMBOLS, WIRING METHODS AND SCHEDULES.
4. OWNER SHALL BE RESPONSIBLE FOR DATA CABLES, FACEPLATES, TESTING AND TERMINATIONS.

KEYED NOTES

1. SAW CUT, EXCAVATE AND BACKFILL TO FINAL GRADE FOR NEW UNDERGROUND CONDUITS. FIELD CORRODATE CONDUITS WITH THE NEW UTILITY C/T CABINET. GENERATOR DOCKING STATION AND THE MAIN SERVICE ENCLOSED CIRCUIT BREAKER. SEE 1ST LEVEL PLAN. ELECTRICAL TRADES SHALL REVIEW MECHANICAL DRAWINGS FOR NEW FIRE PROTECTION SERVICE AND WATER SERVICE AND RAIN CONDUCTOR PIPING BEING INSTALLED ON THE EAST SIDE OF THE NEW STAIRWAY. PROVIDE 24" MINIMUM COVER. USE SCH 40 PVC CONDUIT WITH BOTTOM, INTERMEDIATE AND TOP SPACERS. REVIEW UTILITY.
2. USE "LINK SEAL" WHERE CONDUITS PASSES THRU THE FOUNDATION WALL.
3. ELECTRICAL TRADES SHALL FLUSH MOUNT THE RECEPTACLE BACKBOXES AND CONCEAL THE CONDUIT DROP. COORDINATE THIS WORK WITH THE GENERAL TRADES WITH THE COLUMN TRIM OUT.
4. NEW FLOW AND TAMPER SWITCHES. FIELD CONFIRM THE FINAL LOCATION WITH THE FIRE PROTECTION CONTRACTOR. WIRE TO THE FIRE ALARM SYSTEM.
5. NEW TWIN HEAD EMERGENCY LIGHT. CEILING MOUNT. LIGHTING UNIT HEADS SHALL BE AHEAD TOWARDS THE ATS SWITCH. EMERGENCY LIGHTING UNIT SHALL BE UTILIZED FOR EMERGENCY LIGHTING FOR THE ATS SWITCH IN THE EVENT THE GENERATOR FAILS TO START DURING A POWER OUTAGE. WIRE TO A LOCAL LIGHTING CIRCUIT, BUT WIRED AHEAD OF ANY LOCAL SWITCHING.
6. CENTER THE FIRE ALARM DEVICE BETWEEN THE EXPOSED EXISTING CEILING JOISTS. PROVIDE A SUPPORT.
7. UTILIZE "WIREMOLD" ONE-PIECE STEEL 700 SERIES RACEWAY. PROVIDE A "WIREMOLD" RECEPTACLE BOX.
8. CAMERA ROUGH-IN. FIELD CONFIRM THE FINAL LOCATION WITH THE OWNER. CAMERA FURNISHED AND INSTALLED BY THE OWNER. NO 120 VOLT CIRCUIT IS REQUIRED. POE (POWER OVER ETHERNET) SHALL BE UTILIZED FOR THE CAMERA POWER.
9. WIFI ROUGH-IN. FIELD CONFIRM THE FINAL LOCATION WITH THE OWNER. WIFI FURNISHED AND INSTALLED BY THE OWNER.
10. CARD READER ROUGH-IN. FURNISH AND INSTALL AN EMPTY FLUSH MOUNTED 4" SQUARE BOX. INCLUDE A SINGLE GANG DEVICE RING AND A CONCEALED 3/4" CONDUIT DROP. EXTEND THE CONDUIT TO THE DOOR'S JUNCTION BOX.
11. INSTALL A JUNCTION BOX ABOVE THE DOOR WITH A 120 VOLT CIRCUIT. THE 120 VOLT CIRCUIT IS FOR USE BY THE CARD READER VENDOR TO INSTALL A POWER SUPPLY UNIT. ELECTRICAL TRADES SHALL FURNISH AND INSTALL AN EMPTY 3/4" CONDUIT IN THE DOOR FRAME FOR USE BY THE INSTALLING CARD READER VENDOR.
12. DUPLEX RECEPTACLE FOR OWNER'S WALL MOUNTED DATA RACK. FIELD CONFIRM THE LOCATION WITH THE OWNER.
13. UTILIZE SURFACE MOUNTED EMT CONDUIT AND 4" SQUARE BOX.
14. CONDUIT RISERS TO GENERATOR DOCKING STATION.
15. BOND THE DATA RACK TO THE 1ST FLOOR SERVER ROOM ISOLATED GROUND BAR. PROVIDE #4 BARE COPPER CONDUCTOR.

MACMILLAN ASSOCIATES CONSULTING ENGINEERS
 1701 W. WANDA AND FREEL ST. BAY CITY, MICHIGAN 49706
 (517) 685-1232 FAX (517) 685-1239 WWW.MACMILLAN.COM

REVIEWED BY	JWF	DATE	05/26/23
DRAWN BY	RLM	PROJECT NO.	220240
SCALE	AS NOTED	CAD FILE	05/26/23
REVISION/DESCRIPTION	BID DOCUMENTS		
REV #	1		

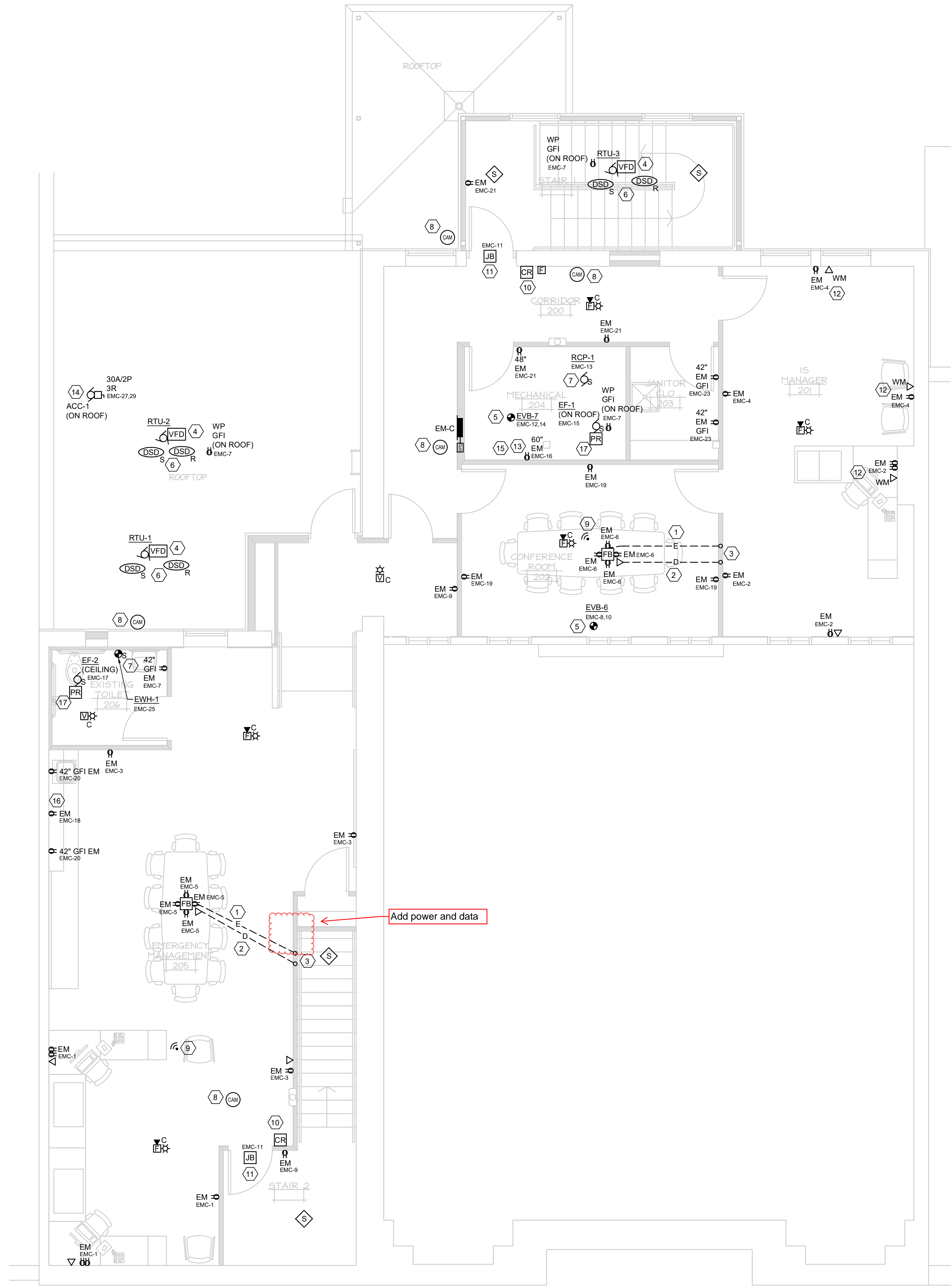
RENOVATIONS TO PEOPLE'S STATE BANK FOR
TUSCOLA COUNTY OFFICES
 171 N STATE ST
 CARO, MI

LOWER LEVEL - POWER AND SYSTEMS PLAN

NJIB
 ARCHITECTS
 INC.

105 1/2 Main Street
 Flushing, Michigan 48433
 810-659-7118 voice
 810-659-7224 fax

www.njibarchitects.com



NORTH
 SECOND FLOOR - POWER AND SYSTEMS PLAN
 1/4"=1'-0"

- GENERAL NOTES**
- REFER TO SHEET E3.3 FOR PANELBOARD SCHEDULES.
 - REFER TO SHEET E4.1 FOR ONE-LINE DIAGRAM.
 - REFER TO SHEET E3.2 FOR SYMBOLS, WIRING METHODS AND SCHEDULES.
 - PROVIDE (4) EMPTY 3/4" CONDUITS STUBBED INTO THE ACCESSIBLE CEILING SPACE ABOVE PANEL EM-B.
 - EF-1 AND EF-2 EXHAUST FAN SHALL BE CONTROLLED BY THE TEMPERATURE CONTROL CONTRACTOR.
 - OWNER SHALL BE RESPONSIBLE FOR DATA CABLES, FACEPLATES, TESTING AND TERMINATIONS.

- KEYED NOTES**
- SAW CUT THE FLOOR FOR A 3/4" POWER CONDUIT CONNECTION TO THE FLOOR BOX. EXTEND THE CONDUIT TO THE WALL FOR A CONCEALED DROP.
 - SAW CUT THE FLOOR FOR A 1 1/4" DATA CONNECTION TO THE FLOOR BOX. EXTEND THE CONDUIT TO THE WALL FOR A CONCEALED DROP.
 - CONCEALED CONDUIT RISER IN NEW WALL. EXTEND THE CONDUITS INTO THE ACCESSIBLE CEILING SPACE.
 - COMBINATION VFD/ DISCONNECT SWITCH FACTORY INSTALLED WITH ROOF TOP UNIT. COMPLETE A SINGLE POINT POWER CONNECTION.
 - ELECTRIC VOLUME BOX SHALL BE FACTORY EQUIPPED WITH A MAIN POWER DISCONNECT IN MEANS. COMPLETE A SINGLE POINT.
 - FIELD LOCATE DUCT SMOKE DETECTORS IN A STRAIGHT DUCT SECTION. FOR COMPLIANCE TO NFPA 90A REQUIREMENTS. SEE MECHANICAL PLANS. FURNISH AN INSTALL A REMOTE TEST STATION. FIELD LOCATE.
 - FURNISH AND INSTALL A 120 VOLT SNAP SWITCH FOR THE DISCONNECTING MEANS.
 - CAMERA ROUGH-IN. FIELD CONFIRM THE FINAL LOCATION WITH THE OWNER. CAMERA FURNISHED AND INSTALLED BY THE OWNER. NO 120 VOLT CIRCUIT REQUIRED. POE (POWER OVER ETHERNET) SHALL BE UTILIZED FOR CAMERA POWER.
 - WIFI ROUGH-IN. FIELD CONFIRM THE FINAL LOCATION WITH THE OWNER. WIFI FURNISHED AND INSTALLED BY THE OWNER.
 - CARD READER ROUGH-IN. FURNISH AND INSTALL AN EMPTY FLUSH MOUNTED 4" SQUARE BOX, SINGLE GANG DEVICE AND A CONCEALED 3/4" CONDUIT INCLUDE A DROP. EXTEND THE CONDUIT TO THE DOOR'S JUNCTION BOX.
 - INSTALL A JUNCTION BOX ABOVE THE DOOR WITH A 120 VOLT CIRCUIT. 120 VOLT CIRCUIT IS FOR USE BY THE CARD READER VENDOR TO INSTALL A POWER SUPPLY UNIT. ELECTRICAL TRADES SHALL FURNISH AND INSTALL AN EMPTY 3/4" CONDUIT IN THE DOOR FRAME FOR USE BY THE INSTALLING CARD READER VENDOR.
 - UTILIZE "WIREMOLD" ONE-PIECE STEEL 700 SERIES RACEWAY. PROVIDE A "WIREMOLD" A RECEPTACLE AND EMPTY DOUBLE GANG DATA OUTLET BOX.
 - EMERGENCY POWERED RECEPTACLES FOR WALL MOUNTED DATA CABINET. CONFIRM THE FINAL LOCATION WITH THE OWNER.
 - ACC-1 POWERS AC-1 IN THE SERVER ROOM. COMPLETE THE FACTORY WIRING HARNESS CONNECTION.
 - BOND THE DATA RACK TO THE 1ST FLOOR SERVER ROOM ISOLATED GROUND BAR. PROVIDE #4 BARE COPPER CONDUCTOR.
 - DUPLEX RECEPTACLE UNDER THE COUNTER REFRIGERATOR.
 - PROVIDE A POWER RELAY FOR EF. MECHANICAL TRADES SHALL PROVIDE CONTROLS TO POWER RELAY.

MACMILLAN ASSOCIATES CONSULTING ENGINEERS
 714 EAST WANDA STREET, SUITE 200
 BAY CITY, MICHIGAN 49706
 (517) 699-1234 FAX (517) 699-1235 WWW.MACMILLAN-ASSOCIATES.COM

REV #	REVISION/DESCRIPTION	DATE	DRAWN BY	DATE	REVIEWED BY
1	BID DOCUMENTS	05/26/23	JMF		JMF

RENOVATIONS TO PEOPLE'S STATE BANK FOR
TUSCOLA COUNTY OFFICES
 171 N STATE ST
 CARO, MI

SECOND FLOOR - POWER AND SYSTEMS PLAN

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 www.njbarchitects.com



CONSTRUCTION, INC.

Change Proposal Request (CPR)

Proposed Items Summary

Order #	Code	Description	Subtotal
13	08A	Doors, frames, hardware	3,266.00
24	26	Electrical	858.00

Total = \$4,124.00

Proposed Items Summary

Order #	Code	Description	Subtotal
2	02	Selective demo	722.00
24	26	Electrical	7,227.00
26	32	Asphalt	1,100.00

Total = \$9,049.00

Project Information	
Project #	23-021
Title	Tuscola County Offices
Address	171 N State St
City, State, Zip	Caro, MI 48723-1660

Change Proposal Request	
Contract #	23-021-001
CPR #	23-021-006
Issue Date	31-May-2024
Subject	Ceiling in 201 and 202

Prime Contract Company	
Contact	Derek M. Booms
Company	Booms Construction, Inc.
Address	1170 N Van Dyke Rd
City, State, Zip	Bad Axe, MI 48413-8076
Phone	

Owner	
Contact	Mike Miller
Company	County of Tuscola
Address	125 W. Lincoln St.
City, State, Zip	Caro, MI 48723-1660
Phone	989-672-3756

Description of the proposed change:

Change from an acoustical drop ceiling to an exposed ceiling in rooms 201 and 202
 Drywall and Insulation Credit = <\$1,778.00> - Remove the 1/2" drywall lid and insulation. 5/8" Drywall ceiling in Janitor (203) and Mechanical (204) to remain as is
 Acoustical Ceiling Credit = <\$1,627.00> - Remove the acoustical ceiling grid and tile in rooms 201 and 202
 Additional Framing = \$934.00 - Extend the framed walls to the roof deck. Install plywood backer for can lights in room 202. Add framing for the strip light in room 202.
 Painting - Subcontractor = \$1,650.00 - Paint the ceiling joists and roof deck
 Electrical - Subcontractor = \$3,455.00 - Mount the 2x2 lay in lights to the ceiling joists in room 201, and install rigid conduit to each panel. Mount the can lights to plywood backing in room 202.
 HVAC - Subcontractor = \$400.00 - Move VAV box from room 202 into room 200. Use rectangular ductwork in the exposed ceiling.
 Fire Suppression - Subcontractor = \$0.00 - Turn heads upside down, no change
 10% GC = \$304.00
 Total ADD = \$3,338.00

Net Amount of this Proposed Change:

\$3,338.00

The Contract time due to this Change Proposal Request is to be determined at a later date.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein. If accepted, a change order must be processed to modify the contract.

Submitted By

Booms Construction, Inc.
 Company

Derek M. Booms 31-May-2024
 By Date

Response: Accept Do Not Accept



CONSTRUCTION, INC.

Change Proposal Request (CPR)

Proposed Items Summary

Order #	Code	Description	Subtotal
7	06A	Rough carpentry	975.00
15	09A	Drywall	-1,778.00
16	09B	Painting	1,700.00
17	09C	Acoustical Ceiling	-1,627.00
23	23	Plumbing/HVAC	420.00
24	26	Electrical	3,648.00

Total = \$3,338.00

5/01/2024

Tuscola County Representative

Michael K. Yates
128 S. Main St.
Vassar, MI 48768

Please find attached the 2024 Remon contract & things to carefully review.

THINGS TO CAREFULLY REVIEW

- 1.) Very Important for invoicing of any services, you must spell out by **Corner Code, Township and Range** the corners you are billing for. Either research corners invoice or Final Approved corner invoice. Also going forward LARA will approve the State Rate for Mileage. This is the rate you will put on your mileage sheet.
- 2.) Tony Poulos at the T.C.R.C. #989-550-2979 for the new Monument boxes needed for this years contract. Tuscola is currently reimbursing up to \$129.49/Box and Lid. Contact me if you have any questions.
- 3.) At this time it is not clear as to whether the Review will be held at the Purdy Building, My new office 128 S. Main St. Vassar Mi 48768 or over Video Conferencing. To be announced. (SPECIAL NOTE: Meetings may vary from the above stated times with a minimum of 4 hours and not exceeding 8 hours to expedite the completion of the 2024 Remon program).
- 4.) Instead of the brass caps we are transitioning over too less expensive steel caps. These caps will require the full 10 digits P.S.# and the word "REMON" on every cap set.

See: section C. The standardized Monument Cap #2-5
In the 2023 Specifications.

In regards to the steel caps we are still experimenting with the caps on the rods tips. If the concrete monument is experiencing looseness of the cap, it is requested that fresh concrete be placed around the cap to secure it better to the concrete monument during placement. Thank you for your patience with this matter.

- 5.) Please review the included L.C.R.C. Example as it outlines the two corner codes method on one L.C.R.C., The accompanying drawing would be a typical standard drawing. The other example illustrates a drawing along the township line. You have plenty of examples of drawings of regular sections.
- 6.) State of Michigan Directory phone# 517-284-1837
Phil Norder P.S. Consumers Energy# 517-262-2775
MDOT wits & Plans no Rep. found call # 517-284-1837
T.C.R.C. contact is Scott Reamer #989-673-5268

Lastly, a much needed price increase for each corner monumented.

2024 TUSCOLA COUNTY REMONUMENTATION PROGRAM

Michael K. Yates, P.S.
Tuscola County Representative to County Surveyor's Office
201 South Main St.
Vassar, Michigan 48767

May 1, 2024

Michael Yates, P.S.
Advance Surveying, Inc.
128 S. Main St.
Vassar, MI 48768

I am pleased to inform you that your firm has been selected to remonument several Government Corners in Tuscola County as part of the current years Remonumentation Program.

Enclosed are maps depicting the corners to be completed along with a price sheet indicating what Tuscola County will pay for your services. Due to limited Grant Funds, we must place a cap on the total project. If it is impossible to complete the work for the "Total Contract Price" listed, these corners will be assigned to another firm and your firm will not be asked to participate for this grant year.

Please return all enclosed documents with properly executed signatures to Michael K Yates, P.S. at the above address by 4 P.M. Wednesday, May 17, 2024. We would like to have contracts signed by a date yet to be determined.

All field work, including monuments set and L.C.R.C. forms with geodetic coordinate data shall be complete by Sept. 6, 2024. Peer Group meetings will be held as needed but will be concluded prior to Sept. 27, 2024. All L.C.R.C. forms will be filed with the Tuscola County Register of Deeds with two (2) copies of each filed form returned to the Peer Group Chairman, along with a completed dossier of each corner and original field notes prior to October 4, 2024.

Sincerely,

Michael K. Yates P.S.
Tuscola County Representative

TUSCOLA COUNTY REMONUMENTATION PROGRAM

2024 Price Sheet for Research, Surveying, Monumenting or Remonumenting, preparing and filing L.C.R.C. forms and Peer Group Meeting attendance per the attached Specifications and other requirements for the following corners:

G-2, G-1, and H-1 in T10N-R09E, Watertown Twp. 3 corners.

G-8 through G-1 & H-7, H-5, H-3, H-2, H-1 in T12N-R11E, Kingston Twp. 13 corners.

Total..... = 16 corners.

1) Contractors Name Advance Surveying, Inc.
Address 201 S. Main St.
 Vassar, MI 48768

Federal I.D.# or Soc.Sec. # 76-0736918

2) Corner Research Price per corner \$125.00 ea. for 16 corners = \$2,000.00

Field Work, Corner Monument, L.C.R.C., & Geodetic Coordinates Data, etc.
Price per corner \$1,375.00 ea. for 16 corners = \$22,000.00

*New monument boxes Price per corner \$129.49 each for 6 corners = \$776.49

TOTAL COST OF THIS CONTRACT.....\$24,776.49

*Based on 6 monument boxes.

3) The person signing below warrants he\she has been authorized by his\her organization to make this agreement and understands that if a contract is signed, and this price is agreed upon, the above price is the contractual price for the duration of this contract and non-completion of the contract could result in a fine equal to the "Contract Price" listed above.

Dated this 30 day of May, 2024.

Contractor representative Michael Yates
(print or type name)

Authorized Signature [Signature]

*NOTE: If the proposed number of new monument boxes is incorrect, you must notify Michael Yates, P.S. by June 7, 2024. New monument boxes shall be purchased from the Tuscola County Road Commission, Caro, MI.

THE AGREEMENT

THIS AGREEMENT, made between Advance Surveying, Inc.

hereinafter called the "CONTRACTOR" and TUSCOLA COUNTY hereinafter called the "OWNER".

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1 - THE WORK. The Contractor shall furnish all materials and equipment and perform all the work shown on the Drawings and described in the specifications entitled:

2024 Specifications for Tuscola County Remonumentation Program

and prepared by the Tuscola County in strict compliance with the Contract Documents; the Contract Documents consisting of the Proposal, Agreement, Drawings, Specifications, Addenda, and any supplements agreed to by both parties.

ARTICLE 2 - CHANGES AND ALTERATIONS. The Contractor agrees to make alterations to the work under this contract as the Owner may order in writing. Such alterations shall be paid for at prices mutually agreed upon at the time by the Owner and the Contractor, such prices to be either unit prices, lump sum or time and material basis.

ARTICLE 3 - TIME. The Contractor covenants and agrees that the work herein agreed to be performed shall be commenced promptly upon notice and that said work shall be carried on with dispatch, time being of essence of this agreement, and in such manner as to be fully and completely performed on or before the specified completion date.

ARTICLE 4 - EXTENSION OF TIME. If the Contractor is unavoidably delayed in fulfilling the Contract due to reasons listed below, the Contractor may, in writing, within 7 days following the date such cause or delay occurred, request an extension of time. Extensions approved shall be as the Owner adjudges to be just and reasonable. Reasons for extensions are:

- (1) Delay or suspension of work by the OWNER for causes other than negligence, faulty work, failure or refusal to carry out the provisions of the contract or the orders of the OWNER.
- (2) Delays due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to: acts of God, acts of the public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, labor disputes, or extraordinary delays in delivery of materials.

ARTICLE 5 - ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so.

All parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this Agreement.

The Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Agreement, or his claim thereto, except with the written consent of the Owner.

ARTICLE 6 - OWNER'S RIGHT TO COMPLETE. If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the OWNER, or if he should willfully and repeatedly violate any of the substantial provisions of this Agreement: then in such case the Owner shall state in writing that sufficient cause exists to justify such action and state the nature of said cause and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this Contract or any part thereof. Thereupon the Contractor shall at once discontinue such work or such part thereof. The Owner shall have the right to finish the work, or such part thereof, by contract or otherwise as he may elect in conformance with the Contract Documents. The Contractor shall not be entitled to receive any payment until the work is finished.

From and after the date of the order to discontinue work, and until said work shall have been finally completed by the Owner, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the materials from the points at which they were located on the date of said order, except upon the written consent of the Owner to do so.

The foregoing provisions of this article are without prejudice to any other right or remedy which the Owner may have under this Agreement.

ARTICLE 7 - GENERAL REQUIREMENTS. The Contractor shall comply with the following general requirements.

Permits and Regulations. The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work.

Insurance. Prior to commencement of the work, the Contractor shall purchase and maintain during the term of the project such insurance as required in the Contract Documents.

Labor Laws and Ordinances. The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work and all the laws and requirements of the Owner regulating or applying to public improvements.

ARTICLE 8 - ARBITRATION. All matters in dispute arising from this Contract shall be promptly submitted to the Peer Review Group upon demand by either party to the dispute. The Contractor shall not delay the work because review proceedings are pending, unless he shall have written permission from the Owner to do so and such delay shall not extend beyond the time when the Peer Review Group shall have an opportunity to determine whether the work shall continue or be suspended pending decision by the Peer Review Group.

ARTICLE 9 - PAYMENT. In consideration of the faithful and entire performance by the Contractor of his obligations under the Contract, the Owner shall pay to him, at the time and in the manner stipulated in the Contract Documents, and the amount based on the respective lump sum prices as set forth in the Contract documents. Partial payments will be based on a percentage of work completed relative to the total lump sum price.

As soon as practicable after the satisfactory completion of all work covered by this Agreement, the Owner will make a final inspection of all work covered by this Agreement, the OWNER will make a final inspection of the work as a whole and will make up a final statement of the total amount due the Contractor under the terms of the agreement. Upon the acceptance of the completed work, the Owner will pay to the Contractor the entire amount of such final estimate, less such sums as the Owner may deem to be necessary to meet the undischarged obligation of the Contractor for labor, materials or equipment furnished for the work. The Contractor shall file with the Owner a sworn statement that all claims for amounts due for labor, materials, and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

ARTICLE 10 – INDEMNIFICATION. To the extent that liabilities, obligations, damages, claims, costs, charges and expenses are caused by any negligent act, error or omission of the monumentation surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the monumentation surveyor, the monumentation surveyor agrees to hold harmless and indemnify the Grantee and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges and expenses imposed upon the Grantee.

IN WITNESS HEREOF, the parties hereto have set their hands and seals in duplicate, this 30th day of May, 2024.

WITNESS

CONTRACTOR

Yair Fleischmann
Signature of Witness

ADVANCE SURVEYING, INC.
By [Signature]
Signature of Principal Owner

In Witness Hereof, the parties hereto have set their hands and seals in duplicate, this 5-30 day of May, 2024.

OWNER

TUSCOLA COUNTY

Rene Francisco
Signature of Witness

By [Signature]
Signature of Administrator

“MEETING NOTICE”

The Tuscola County Remonumentation Peer Group will meet at the
Tuscola County “H. H. Purdy Building at 125 W. Lincoln St., Caro, Michigan,
48723. The meetings will be conducted from **9:00 A.M.** and not extend past **5:00
P.M.** on the following
dates in 2024.

Tuesday	Sept. 10
Wednesday	Sept. 11
Thursday	Sept. 12
Tuesday	Sept. 17
Thursday	Sept. 19

Inquiries may be directed to: Michael K. Yates, P. S.

Vassar, MI 48768

Cell Phone: Days & Evenings 989-501-5959

E-mail: ysurvey@charter.net

SPECIAL NOTE: Meetings times may vary from the above stated times with a minimum of 4 hours and not exceeding 8 hours to expedite the completion of the 2024 Remon program.

SPECIAL NOTE: Due to Covid-19 it is undetermined at this time if Meetings will be held at the Purdy Building or over the internet through some type of Video Conferencing.

TUSCOLA COUNTY BOARD OF COMMISSIONERS
Building & Grounds Committee
125 W. Lincoln St.
Caro, MI 48723

2024 SPECIFICATIONS FOR TUSCOLA COUNTY REMONUMENTATION
PROGRAM

- A. The work will be performed using procedures established by Tuscola County.
- B. A brief summary of how the work will be done may be submitted with each proposal.
- C. It is suggested a record of time spent on the project be kept.
- D. Sufficient evidence must be presented to the Peer Group of the location of the government corners for their approval.
- E. While there may be corner information available from the County Register of Deeds Office, additional research may be required per Appendix E of the county plan. An approved file folder with all corner data included and bound in said folder, shall be submitted to the County Representative at the completion of all work.
- F. Distances and angles measured or calculated within the contract limits between existing and proposed section corners shall be shown on a sketch on the Act 74 form. "See exhibits for additional angles and distances required."
- G. Research, field survey and/or reconnaissance, placing of a typical steel monument cap and/or a standard brass cap, purchase and placing monument boxes (reimbursable up to \$100 per monument box), purchase and placing of carsonite posts, preparing the Act 74 form, presentation to the peer group and filing fees shall be a part of the contract price.
- H. A Michigan Department of Commerce survey and Remonumentation Commission data collection form must be completed for each contract corner or a list of the appropriate information with dates shall be submitted to the County Representative along with two copies of each filed Act 74 form.
- I. An Act 74 (L.C.R.C.) form must be prepared, submitted and approved by the Peer Group for each G.L.O. corner common to the contract corners. The form may contain 1 or 2 corners on each LCRC form submitted. (Example I-5 & I-6). No additional pay is provided for preparation and approval of these common corners (L.C.R. C.) Act 74 forms.
- J. The contractor's original field notes shall be submitted along with a dossier mentioned in "E" above.
- K. Geodetic Coordinates – MCL 54.268(2)(a)(iii) and 54.268(2)(d)
Starting with the 2015 grant, latitude and longitude positions must be submitted for each original public land survey corner or protracted public land corner at the time it is monumented, remonumented or maintained. Latitude and Longitude values must be reported to a minimum of 0.01 seconds of arc, which is equivalent to approximately one-foot. Coordinate values must be obtained either.
 - 1. Directly from a Continuously Operating Reference Station (CORS), or
 - 2. From supplemental control established from CORS, or
 - 3. From supplemental control established from other NGS horizontal control stations.

The following information must be published on the Land Corner Recordation Certificate.

Latitude: 00M00'00.00"
Longitude: 00M00'00.00"
Estimated Reputability/Accuracy: 00.00" or 0.00 ft or PPM
Datum and Adjustment Year:
Epoch Date: DD-MMM-YYYY
Date of Observation: DD-MMM-YYYY
Method of Survey: Narrative explanation

Starting with the 2015 grant, the Program's previous State Plane Coordinates requirements will no longer be required.

Geodetic coordinates specifications and reporting will be further addressed in the revised rules once promulgated.

"The above guidelines are not intended to be all inclusive."

QUALIFICATIONS

A professional surveyor from the participating firm (contractor) in charge of the field work performed for a particular corner, shall be in attendance at the Remonumentation Peer Group meetings relative to corners contracted to his/her firm.

INFORMATION

- A. Monuments and brass caps or steel caps shall be furnished by Tuscola County.
- B. Monument boxes, witness posts (carsonite) and witness tags shall be furnished by the contractor.
- C. Monument boxes shall be placed over monuments in all hard surfaced roads by the participating firm.
- D. Witness posts (carsonite) shall be placed near monuments out of the road right of way and the position noted in the corner accessories.
- E. No final payment shall be made until the work is completed to the satisfaction of the County Representative. Act 74 forms must be filed with the Tuscola County Register of Deeds before final payment is made. File folders must be complete, properly bound and submitted to the County Representative prior to final payment.
- F. Original field notes shall be submitted prior to final payment.

Completion Date

The work described in the specifications shall be completed prior to Sept. 6, 2024.

Indemnity & Insurance

To the extent that liabilities, obligations, damages, claims, costs, charges, and expenses are caused by any negligent act, error, or omission of the Monumentation Surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the Monumentation Surveyor, the Monumentation Surveyor agrees to hold harmless and indemnify the County of Tuscola and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges, and expenses imposed upon the Grantee.

Auto Liability Owned and Non-owned	\$250,000 Bodily Injury/Property Damage including statutory Michigan No-Fault and Uninsured Motorists
---------------------------------------	--

Information thus obtained may consist of former witnesses, dimensions of the section, evidence of occupation, etc. This information will be submitted to the County Representative.

2. Field Reconnaissance and Verification – After the research has been completed, a participating firm will use the information to try to find the proper location of the government corner in question. This field work in most cases will require additional sectional measurements, location of occupation lines and excavation in search of evidence. When field measurements are made to determine a corner's position, these measurements will be included in a sketch on the reverse side of the recordation certificate. This field work must be done under direct supervision of a Professional Land Surveyor. After a government corner location is determined by a participating firm, the evidence found and procedure used to make that determination will be presented on an Act 74 certificate for review and approval by the Peer Group. If the Peer Group approves the location as determined the corner may then be monumented.

C. The Standardized Monument Cap

1. Will be purchased by the County of Tuscola and distributed by the County Representative to the County Surveyor's Office to the participating firms.
2. Each brass cap monument will have a corner code number, town and range numbers, year and P.S. number stamped by the P.S. in charge. If setting a steel cap is used the full P.S. number (10 digits) will be stamped on the cap, along with the word REMON minimum.
3. In locations where the full typical monument with attached brass cap or steel cap cannot be placed, a standardized brass cap or steel cap will be provided and placed (see sketch attached).
4. In locations where standard brass cap or steel cap cannot be placed, the County Representative will decide what procedure will be followed.
5. See attached detail of typical monument(s) and standard brass caps or steel caps.

D. Placing the Monument

1. Shall be done under the direct, in field, supervision of a Michigan Professional Surveyor.
2. When excavating the hole for the monument, a record should be made of evidence found below, such as wood posts, irons, bottles, bricks, etc. and this evidence listed on the recordation certificate. Photographs are suggested.
3. When placing the monument, the surveyor shall keep the monument in a plumb position and shall backfill the hole and tamp the soil properly, so that if the monument is later sheared off, the bottom of the monument will be in the proper position.
4. After the monument is in place, the approved Act 74 certificate shall be filed at the Tuscola County Register of Deeds with either 1 or 2 corners on the form, and two copies forwarded to the Tuscola County Representative along with other required data.
5. Reference ties – There must be a minimum of four accessories to witness the location of the monument. Nails and washers used in the side of trees, poles shall be placed perpendicular to the line of measure. Distances to the accessories shall be to the nearest 0.01 of a foot. Bearings to accessories may be compass bearings to nearest 05°. Witness tags shall be supplied by the contractor.
6. In areas outside of roadways, a carsonite post shall be placed near the monument. The carsonite post to be supplied by the contractor.

E. Reimbursement

After a monument has been placed in compliance with the procedure outlined above,

and after the proper approved certificate has been filed, the County Representative shall recommend payment by the Tuscola County Treasurer.

F. Miscellaneous

1. Each participating firm is responsible for normal safety precautions and traffic control, but should notify police department or sheriff's department if the monument being placed is in a hazardous traffic area.
 2. Pavement repair and placing of monument boxes will be part of the contract price. The contractor will provide approved monument boxes to be placed in hard surfaced roads.
 3. Each participating firm shall provide the proper insurance coverage and obtain a permit from the Tuscola County Road Commission. Said firm shall also adhere to the requirements of the Road Commission while working in the road right of way.
 4. Monuments placed in gravel roads shall be 0.5' below finish grade.
 5. If it becomes evident that a contract corner cannot be monumented, the County Representative must be notified and will make a determination on the placement of a monument and/or payment of work completed.
 6. The County Representative shall have the authority to check or have checked, the work of the participating firms to make sure all above procedures are being carried out properly.
 7. It is required in Section B of the L.C.R.C. form that a statement as to which BLM instruction or procedure was followed from the 2009 BLM manual or instructions, or that the existing evidence is accepted as the best available evidence of the position of the original corner by reason of common usage or occupation.
 8. Per Memorandum 16, Section 19, the following statement shall appear at the end of Section A of the L.C.R.C. form: "This document supercedes previous recorded documents listed above."
 9. Any contractor who has not provided all data required by these specifications, will not be allowed to participate in future remonumentation until all previous original records and notes are submitted and approved.
10. Data Collection Forms for each corner monumented or an excel spreadsheet listing providing the appropriate data shall be provided with the copies of the final Act 74 forms.
11. Non-original corners, i.e., Centers of Sections, North ¼ corners and West ¼ corners along the North and West township lines, are now permissible under the Remonumentation Program. In your research of data for a corner dossier, it is determined that a non-original corner may have been previously established or during your field work a non-original corner is located, that data shall be noted on the drawing required on the reverse of the L.C.R.C. (Act 74 Form). Such as liber and page of documents containing data, angle and distance from at least one adjacent corner if tied to field work or at least a note of object found. See attached sample for suggested wording.

Original drafted Jan. 1993
Last revision May 2024

Attachments

- 1) January 15, 2011 Memo re: centers and ¼ corner corners
- 2) Sample L.C.R.C. Act 74 forms (currently under review)
- 3) January 1994 sketch, standard cap & typical monument
- 4) Two samples of Data Collection Form / or Excel Spreadsheet (see example)

Tuscola County Surveyor

Michael K. Yates

Tuscola County Representative

201 S. Main St.

Vassar, MI 48768

Memo: Contract Surveyors, Tuscola County Remonumentation Program
From: Michael K. Yates, P.S. Tuscola County Representative
Date: February 24, 2015
Subject: Non-original government corners, i.e., centers, N 1/4 corners and West 1/4 Corners along the North and West township lines.

One of the following notes shall appear on the map on the reverse of the L.C.R.C. form.

1. No recorded or unrecorded data was found relative to the existence of Corner_____. However, a field investigation may reveal evidence of said corner.
2. The following documents were found to contain information relative to Corner_____. The information was NOT field verified. (List documents as you would in Section A of this form.)
3. (See F-11 of the 2011 Specifications)

The information shown for Coner_____is the APPARENT corner but is NOT verified or approved at this time by the Peer Group. Information shown is for informational purposes only.

Note: Do not show angles or distances by others to non-original corners.

If you feel another statement is more appropriate to the situation, please contact me prior to its use.

NOTE: NON-ORIGINAL CORNERS WERE APPROVED FOR 2015 AND BEYOND.

Michael K. Yates P.S.
County Representative

LEGEND:

Grant Year 2024

Corners this Contract 16

= Existing Monuments Previously Placed.

= Monuments to be placed this contract.

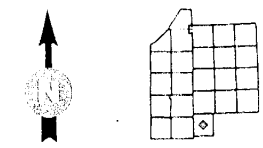
NOTE: Witness Monuments shall be placed on the
Section or 1/4 line adjacent to a corner
Position that is inaccessible.

WATERTOWN PLAT

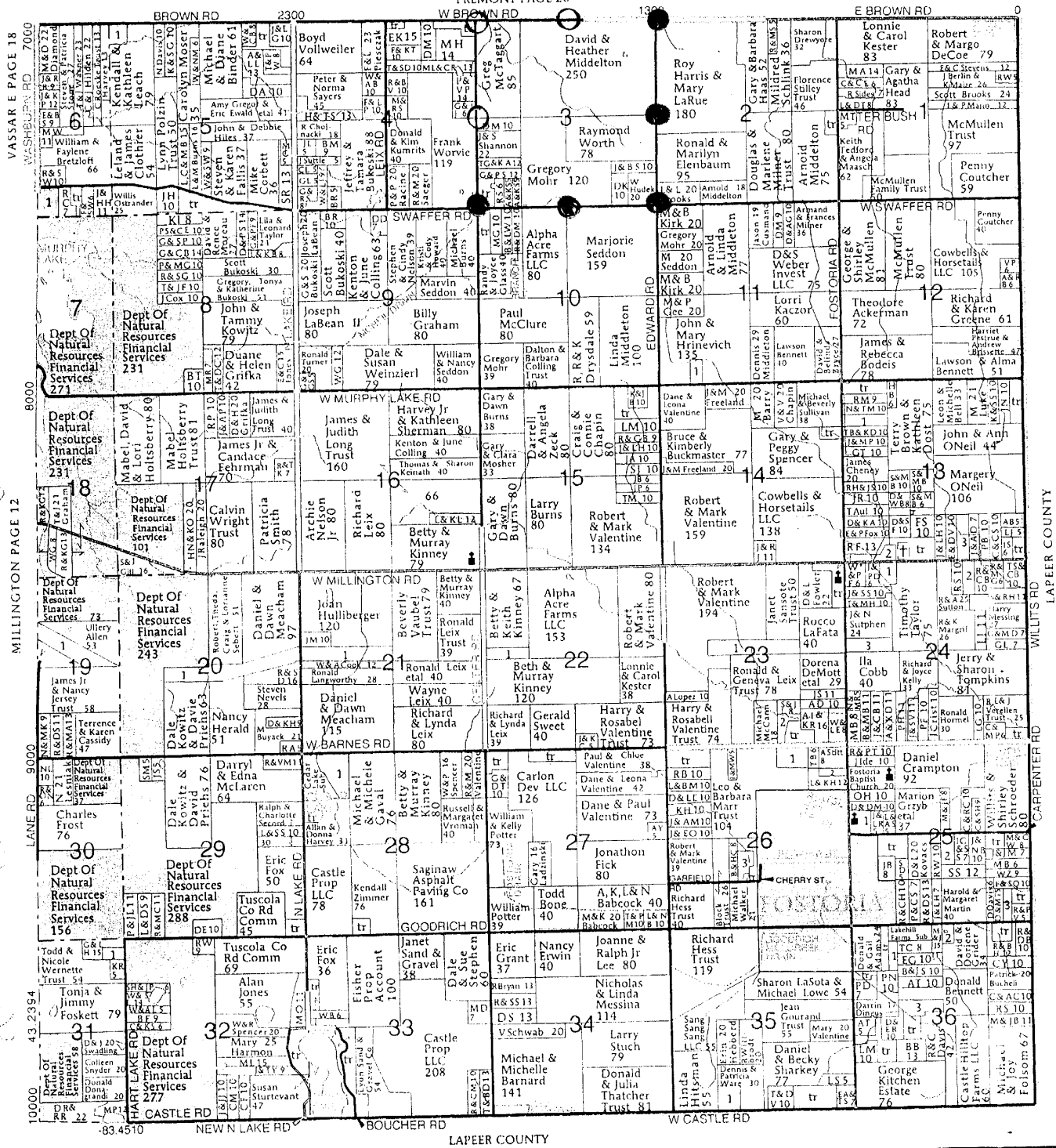
T-10-N • R-9-E

No G155
G h

See Pages 98-101 For Additional Names



FREMONT PAGE 20



ADVANCE SURVEYING INC.

Michael K. Yates
Professional Surveyor No. 50460

Toll Free: 877-872-0266
Phone: 810-895-4491
Fax: 810-895-6251

201 S. Main St.
Vassar, MI. 48768

Boundary Surveys, Mortgage Reports, Elevation Certificates, Plot Plans,
Topographical Surveys, As-Built Surveys, Land Divisions, Legal Descriptions,
Construction Layout, Site Plans, Subdivisions, Traditional & GPS Surveying



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KINGSTON PLAT

T-12-N • R-11-E

See Pages 98-101 For Additional Names

NOVESTA PAGE 48

E GILFOY RD

ROYLTON PAGE 24

E SANILAC RD

STATE ST

ROYLTON PAGE 24

E SANILAC RD

STATE ST

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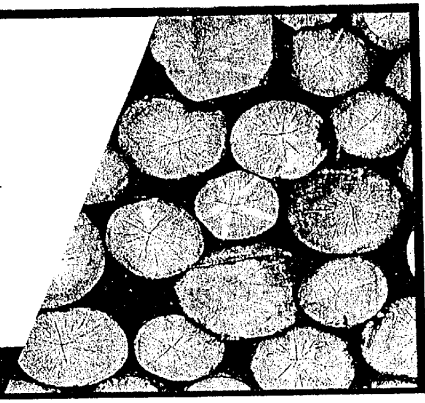
PROFESSIONAL & SUSTAINABLE TIMBER HARVESTING

Tri County Logging has been an innovator in the timber industry for over 40 years. As recipient of the Michigan Forest Association "Logger of the Year Award" and "Woodland Service Award", you can be assured of respect for your property and quality re-growth for future generations. Professional Harvesting. Sustainable Forestry.

Over 10 acres of timber to sell? Call Shane at 517.456.7431 ext. 354 to schedule your free estimate!



Tri-CountyLogging.com



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EXAMPLE

Land Corner Recordation Certificate Attachment B to 2019 Annual Grant Agreement AUTHORITY: MCL 54.205 and R54.202

This form is **ONLY** for corners filed under the 2019 State Survey and Remonumentation Grant Agreement

Filing Requirement: MCL 54.268(2)(a), 54.268(2)(d), 54.201 – 54.210d and 2019 State Survey and Remonumentation Grant Agreement

- Notes:**
- No more than two Original Public Land Survey Corners can be recorded on this certificate
 - If a corner reported hereon is common to two or more survey townships, each Town, Range and Corner Code for the corner may be identified on this certificate
 - If a corner reported hereon is common to two or more counties, each county may be identified on this certificate and a copy of this certificate filed with the Register of Deeds in each county

For corner(s) in: Tuscola County Millington Township

Corner Type	Survey Township				Corner Code															
Original Public Land Survey Corner	T	10N	R	08E	G-6	1	A	B	C	D	E	F	G	H	I	J	K	L	M	1
• MCL 54.202(g)	T	10N	R	08E	G-5	2		6		5		4		3		2		1		2
• MCL 54.262(g)	T		R			3														3
	T		R			4		7		8		9		10		11		12		4
						5														5
Property Controlling Corner	S		T	R		6		18		17		16		15		14		13		6
• MCL 54.202(i)	S		T	R		7														7
• MCL 54.262(h)	S		T	R		8		19		20		21		22		23		24		8
	S		T	R		9														9
Protracted Public Land Survey Corner						10		30		29		28		27		26		25		10
• MCL 54.202(k)	T		R			11														11
• MCL 54.262(i)	T		R			12		31		32		33		34		35		36		12
	T		R			13														13
	T		R				A	B	C	D	E	F	G	H	I	J	K	L	M	

Part A: Corner(s) History

G-6

- 1822 GLO notes Fletcher DS; Set 1/4 Sec. Post, Beech 12 N87 W7, Beech 10 N12 W17.
- October 29, 1973, Survey L.435 P.605-606 Edwin J. McCombs RLS#10696; No object or witnesses mentioned.
- October 21, 1975, LCRC File# 39 David T. Rowe RLS#11192; Found 1" Pipe 6" above grade with 3" pipe 4' high encased in concrete. Held 1" Pipe. In-line East & West Fence Line. No Witnesses.
- March 20, 1980 Unrecorded Survey John W. Martin RLS#4699; No object or witnesses mentioned.
- January 28, 1987, Survey L.571 P.998-998 Earl E. Gravlin LS#23510; No object mentioned, East 47.80' Nail 4" Cherry, N20°E 9.0' SE Cor. Large Stone (4' Dia.), W 10.02' Steel Fence Post.
- August 7, 2002, LCRC L. 0, P.121 Keyno J. Shellenbarger LS#30101; Found steel pipe in concrete, 4 feet above ground, in line with old fence row Westerly. Location is substantially as described within corner record dated May, 10 1976. Replaced pipe with 36" Concrete Mon. flush w/ground, Mon. is 4" dia. With 1/2" Capped Re-rod, South 145.04' Tag W. Face 12" Maple, N04°E 111.39 Tag W. Face 15" Maple, N44°E 128.80' NW Cor. of School, S55°E 217.83' SW Cor. of School, West 2518.38' to center of Sec. 16.
- September 13, 2002, Unrecorded Survey Charles T. Lillieberg PS#40162; Found Pipe in Conc, South 145.04' Tag W.F. 12" Maple, N04E 111.39' Tag W.F. 15" Maple, N44E 128.80' N.W. Corner of School, S55E 217.83 S.W. Cor. of School.

G-5

1822 GLO notes Fletcher DS; Corner to Sec's 9-10-15-16 Sugar 20 S45E 28, Sugar 16 S59W 6.

May 17, 1961, TCRC Witness Card, (Source Scott Eng. Alpena) Found Iron Stake, N45°E 29.84' Scott Eng. Tab in Tele. Pole., S10°E 21.72' Scott Eng. Tab in Tele. Pole., N35°W 55.07' Spike in root of 12" Maple, S40°W 45.13' Spike in root of 24" Elder.

August 3, 1971, LCRC File # 7 David T. Rowe RLS#11192; Found nail in Asph. C.K. Ties by Scott Eng. Found Iron under nail, N45°E 29.84' Scott Eng. Tag in T.P., S10°E 21.72' Scott Eng. Tag in T.P., N35°W 55.07' spike in root of 12" Maple, S40°W 45.13 spike in root of 24" Elder.

August 10, 1971, Survey L.1 P.156 David T. Rowe RLS#11192; Found Iron stake, N45°E 29.84' tag in T.P., S10°E 21.72 tag in T.P., S40°W 45.13' Spike in root of 24" Elder.

September 20, 1971, Survey L.1 P.209-210 David T. Rowe RLS#11192; Found Iron stake, N45°E 29.84' tag in T.P., S10°E 21.72 tag in T.P., S40°W 45.13' Spike in root of 24" Elder.

April 6, 1973, Survey L.2 P.437-438 David T. Rowe RLS#11192; Found Iron Stake, N45°E 29.84' tag in T.P., S10°E 21.72 tag in T.P., S40°W 45.13' Spike in root of 24" Elder.

October 29, 1973, Survey L.435 P.605-606 Edwin J. McCombs RLS#10696; Found Iron Rowe Eng. Cap., S10°E 24.37' Conc. Hwy. Marker, N23°E 33.73' Rd. Sign, N30°E 29.90' Tel. Pole, N40°W 55.10' to 14" Maple.

Part B: Surveyor's Report on Perpetuation or Monumentation of Corner(s)

G-6

Found existing concrete monument as described per August 7, 2002 LCRC liber 0, page 121. Historical distances support the position of the found concrete monument. Recovered 4 witnesses indicating the concrete monument is in the same position. Corner falls behind a high school in a manicured lawn, was not desirable to set Carsonite witness post. No clear occupation in any direction.

Although not established according to the BLM manual of survey instructions, the position of the concrete monument is accepted as the best available evidence of the position of the original corner by reason of common usage and occupation.

G-5

Found a 1/2" rod in an existing mon. box, reviewed witness history and distances. Historical distances support the position of the found 1/2" rod. Recovered 7 witnesses indicating that 1/2" rod is in the same position. Corner falls half foot South of the centerline of East and West Millington Road and fits Caine Road centerline North and physical occupation South.

Although not established according to the BLM manual of survey instructions, the position of the 1/2" Rod is accepted as the best available evidence of the position of the original corner by reason of common usage and occupation.

Part C: Field Evidence of Perpetuation or Monumentation of Corner(s)

G-6

Remove concrete monument and set 5/8" diameter by 36" long rebar with a magnetic field encased in a 4" diameter concrete cylinder and topped with a Tuscola County remonumentation standard brass cap stamped G-6, T10N-R08E.

S09°W, 145.11', Set a mag nail and remon tag in the East face of a 20" Maple.(Metal locator ping, west side tree)
(Rec. 145.04')

S44°E, 217.85', Southwest corner of High School #8537, near parking area. (Rec. 217.83')

N55°E, 128.81', Northwest corner of High School. (Rec. 128.8')

N10°W, 299.43', to Southeast corner of baseball dugout.

N20°W, 299.69' to Southwest corner of baseball dugout.

West, 2517.77' to apparent center of Section 16, T10N-R08E, found 1/2" rod in Mon. Box. (Rec. 2518.55')

G-5

Removed 1/2" rod, set a 24" long 5/8" steel rod having a magnetic field topped with standard brass cap stamped G-5, T10N-R08E, inside the existing monument's box. Encased Rod and cap inside existing monument box in cement.

- S04°E, 24.28', North face of Triangle Concrete post. (Rec. 24.43')
- S29°E 115.80', Northeast corner of garage, House #4497.
- N48°E, 41.90', Set remon tag and mag nail above found PK in NE face of P.P.
- S06°W, 21.84', Found nail and tag in West face of Stub P.P. (Rec. 21.65')
- N40°E, 71.95' Southwest corner of House #4496. (Rec. 71.95')
- N40°W, 42.88' SE Corner of Tele. Riser. (Rec. 42.88')
- S46°W, 34.31', NE Cor. concrete side walk. (Rec. 34.02')
- S84°W, 78.47', Top center of Hydrant. (Rec. 78.33')
- N71°E, 46.66', South edge of new Speed Limit sign.
- N32°W, 43.82' Southeast corner of new plastic picket fence.
- North, 2660.75', to East 1/4 Cor. of Sec. 9, T10N-R08E. (Rec. 2661.14')

Date of Observation	Latitude	Longitude	Datum and Adjustment Year	Epoch Date
G-6 4/2/18	43°16' 26.58" N	83° 31' 12.72" W	NAD83 (2011)	2010.00
G-5				
4/2/18	43°16' 52.89" N	83° 31' 13.00" W	NAD83 (2011)	2010.00

Method: Average of two (2) observations using GPS real time position to nearest MDOT- COR'S station "Vassar"

Disclaimer: The Latitude and Longitude reported hereon was established using global positioning methods with an estimated positional accuracy of one foot, more or less, reported at the time of observation. The reported Latitude and Longitude is a navigational accessory to the approximate corner location and shall not be used to reestablish the corner or used in establishing property boundaries.

I, Michael K. Yates, in a field survey on April 2, 2019 certify under the requirements of the State Survey and Remonumentation Act, 1990 PA 345, MCL 54.261 to 54.279, and the Corner Recordation Act, 1970 PA 74, MCL 54.201 to 54.210d, that the corner(s) identified and described hereon has been perpetuated or monumented as described in Parts A, B, and C above, pursuant to the laws and rules of the State of Michigan.

 Michael K. Yates Date
 Professional Surveyor's License No.: 50460
 Advance Surveying Inc. 201 S. Main St. Vassar, Mi, 48768

I, Michael K. Yates, state that the corner(s) identified and described hereon and perpetuated or monumented as described in Parts A, B, and C above was presented to and reviewed by the Peer Review Group on August 15, 2019 and is accepted for filing in the Tuscola County Remonumentation Program.

 Michael K. Yates Date
 Professional Surveyor's License No.: 50460

Data Collection Form

2017 Tuscola County Remon. Program

Gilford & Millington Township

Prepared By: Michael K. Yates

Date 8-23-17

Company Name: Advance Surveying Inc.

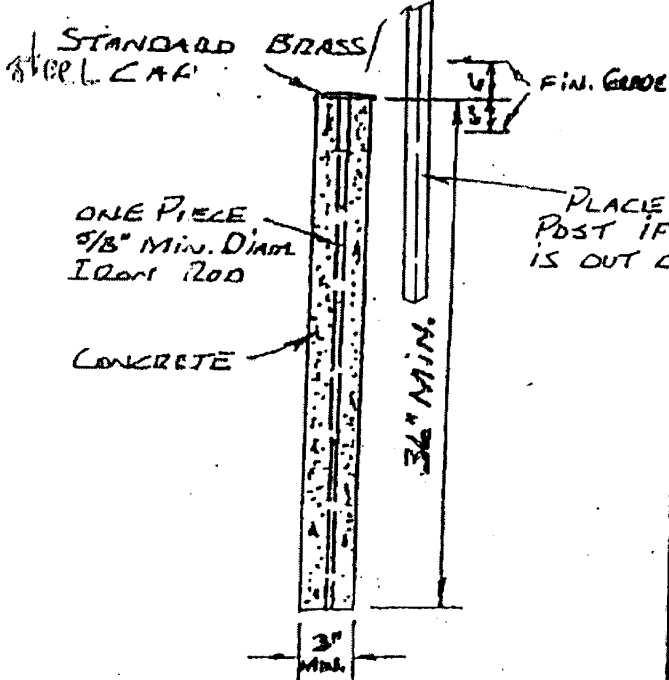
P.S. Name: Michael K. Yates

P.S.# 4001050460

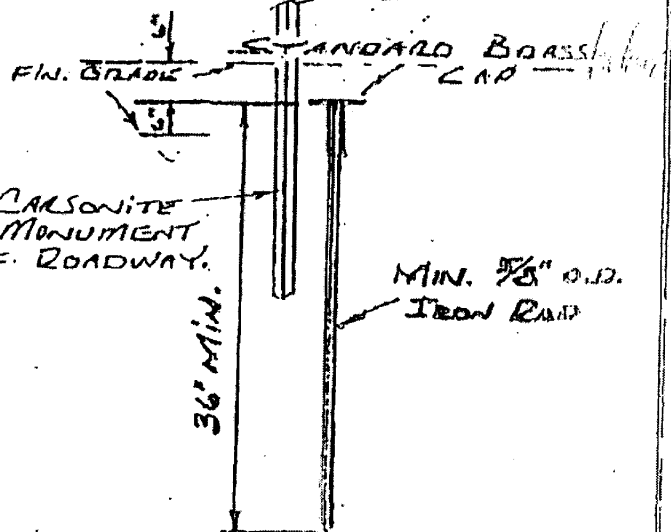
Town#	Range#	C-C	Research Date	Peer Approval Date	Mon. Set Date	Recording Date	Page#
T13N	R07E	I-5	6-19-17	8-14-17	7-6-17	8-25-17	142
T13N	R07E	J-5	6-19-17	8-14-17	7-6-17	8-25-17	143
T13N	R07E	I-4	6-19-17	8-14-17	7-12-17	8-25-17	144
T13N	R07E	I-3	6-19-17	8-14-17	7-6-17	8-25-17	145
T13N	R07E	J-3	6-19-17	8-14-17	7-7-17	8-25-17	146
T13N	R07E	I-2	6-19-17	8-14-17	7-7-17	8-25-17	147
T13N	R07E	I-1	6-19-17	8-14-17	7-7-17	8-25-17	148
T13N	R07E	J-1	6-19-17	8-14-17	7-12-17	8-25-17	149
T10N	R08E	G-12	6-19-17	8-14-17	7-11-17	8-25-17	166
T10N	R08E	G-10	6-19-17	8-14-17	7-10-17	8-25-17	167
T10N	R08E	H-11	6-19-17	8-14-17	7-11-17	8-25-17	168
T10N	R08E	G-11	6-19-17	8-14-17	7-10-17	8-25-17	169

New steel cap

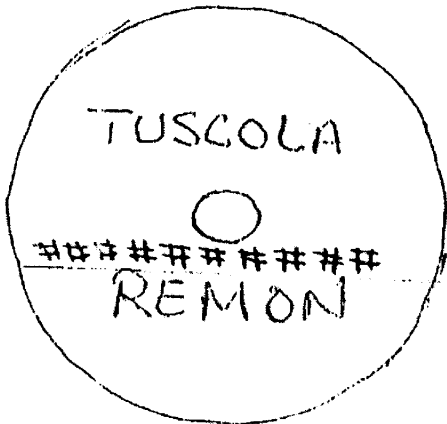
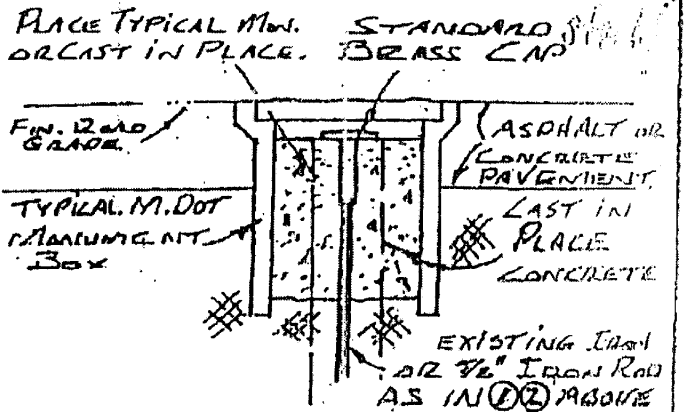
① TYPICAL MONUMENT PREPARED APPLICATION.



② ALTERNATE MONUMENT WITH PEER GROUP APPROVAL.



③ ALTERNATE MONUMENT IN HARD SURFACE WITH MONUMENT BOX REQUIRED.



TUSCOLA COUNTY REMONUMENTATION PROGRAM
TYPICAL AND ALTERNATE MONUMENTS
AND STANDARD BRASS CAP

AUTUM. NO.	DATE	DRAWN
DATE REC.	DATE	SCALE
REV. JUN. 94		
SHEET 7 OF 7	PLAN	

Prepared By: _____ Co. Name _____
 Date Prepared _____ P.S. Name _____
 P.S. # _____

Provide a Data Collection form for each corner monumented or a list in the following form and order. Must be in this order for ease in Data entry to State of Michigan by County Surveyor.

Town No.	Range No.	Corner Code #	Research Date	Peer Approval Date	Mon. Set Date	Recording DATE	Page No.
----------	-----------	---------------	---------------	--------------------	---------------	----------------	----------

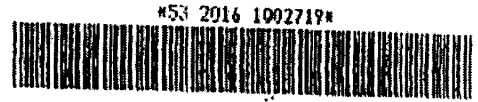
T__N R__E

May use ditto marks if T & R repeat.

Note: Place in order of Alpha letter & number 13 through 1 or 1 through 13.

RECEIVED IN TUSCOLA COUNTY
 Aug 23, 2016 10:28:32A

COPY



Recorded Aug 23, 2016 10:37A
 Tuscola County John Bishop
 (Register of Deeds)
 Receipt # 372402 Fee: 23.00

L-1 F-121

**2016 TUSCOLA COUNTY REMONUMENTATION
 Land Corner Recordation Certificate**
 Authority: MCL 54.205 and R54.202

This form is **ONLY** for corners filed under the 2016 State Survey and Remonumentation Grant Agreement

Filing Requirement: MCL 54.268(2)(a), 54.268(2)(d), 54.201 - 54.210d and 2016 State Survey and Remonumentation Grant Agreement

Notes:

- No more than two Original Public Land Survey Corners can be recorded on this certificate
- If a corner reported hereon is common to two or more survey townships, each Town, Range and Corner Code for the corner may be identified on this certificate
- If a corner reported hereon is common to two or more counties, each county may be identified on this certificate and a copy of this certificate filed with the Register of Deeds in each county

For corner(s) in: Tuscola County

Elkland Twp

Corner Type	Survey Township	Corner Code
Original Public Land Survey Corner	T <u>14N</u> R <u>11E</u>	<u>I-1</u>
• MCL 54.202(g)	T _____ R _____	_____
• MCL 54.262(g)	T _____ R _____	_____
Property Controlling Corner	S _____ T _____ R _____	_____
• MCL 54.202(l)	S _____ T _____ R _____	_____
• MCL 54.262(h)	S _____ T _____ R _____	_____
Protracted Public Land Survey Corner	T _____ R _____	_____
• MCL 54.202(k)	T _____ R _____	_____
• MCL 54.262(i)	T _____ R _____	_____

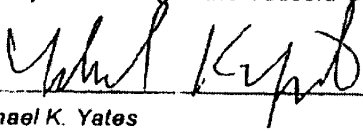
	A	B	C	D	E	F	G	H	I	J	K	L	M
1													
2	6			5		4		3		2			1
3													
4	7			8		9		10		11		12	
5													
6	13			17		16		15		14		13	
7													
8	19			20		21		22		23		24	
9													
10	30			29		28		27		26		25	
11													
12	31			32		33		34		35		36	
13													
	A	B	C	D	E	F	G	H	I	J	K	L	M

Part A: Corner(s) History

- June 3, 1835 - GLC notes, Hervey Parke, D.S.: No object noted; intersected N. Boundary 70 E; Hemlock 14, N73W, 55; Hemlock 14, S44E, 13.
- July 3, 1885 - County Surveyor records, SRW Book, P. 76-77; John A. Teskey, C.S.: Stone 4"x6"x8" marked "X" at corner; established from SW corner of Sec. 35, T15N-R11E; SW corner Sec. 35, West, 70 lks; Stone 6"x8", S45E, 70 lks; Sugar, N9-1/4E, 49 lks.
- Dec. 1, 1888 - County Surveyor records, SRW Book, P. 78-79; John A. Teskey, C.S.: See NW Cor. of Sec. 2, Page 77 (July 3, 1885 notes).
- Jan. 1892 - Huron County Drain minutes, P. 3; No surveyor noted; no object or accessories noted; Between sections 2 and 3 crossing line 100 rods south of NE corner of said section 3.
- June 1971 - Unrecorded Survey by Stewart G. Case, RLS #15399: Found pointed stone with pieces of crockery around it. Placed 1-1/2" x 36" pipe in center; N15°E, 31.5', center of 18" Maple tree; N57°E, 47.35', center of 14" Maple tree; S40°E, 35.8', power pole.
- Dec. 11, 1981 - Unrecorded Survey by Russell L. Brown, RLS #24588: Found 1-1/4" steel pipe; N10°E, 31.70' to spike in 24" Maple; N60°E, 47.40' to spike in 15" Maple; S50°E, 36.0' to spike in T.P..
- March 1, 1984 - TCRC Notes by RB-DL-JM; Found 1-1/2" pipe, used this corner for sight to est. sec. line. No accessories. Shows distance from I-1 West to I-13 (T15N-R4E) = 49.08' and distance from I-1 East to J-13 (T15N-R4E) = 2588.88' and distance from I-1 to J-1 (T14N-R1E) = 2620.16'.

Land Corner Recordation Certificate
T14N-R11E Code I-1
Page 3 of 4

I, Michael K. Yates, state that the corner(s) identified and described hereon and perpetuated or monumented as described in Parts A, B, and C above was presented to and reviewed by the Peer Review Group on August 8, 2016 and is accepted for filing in the Tuscola County Re-monumentation Program.



Michael K. Yates

8/8/16
Date

Professional Surveyor's License No.: 50460

APPROVED BY TUSCOLA COUNTY
REMONUMENTATION PEER GROUP

8 18 16
MKY Son MVP

5/01/2024

Tuscola County Representative

Michael K. Yates

128 S. Main St.

Vassar, MI 48768

Please find attached the 2024 Remon contract & things to carefully review.

THINGS TO CAREFULLY REVIEW

- 1.) Very Important for invoicing of any services, you must spell out by **Corner Code, Township and Range** the corners you are billing for. Either research corners invoice or Final Approved corner invoice. Also going forward LARA will approve the State Rate for Mileage. This is the rate you will put on your mileage sheet.
- 2.) Tony Poulos at the T.C.R.C. #989-550-2979 for the new Monument boxes needed for this years contract. Tuscola is currently reimbursing up to \$129.49/Box and Lid. Contact me if you have any questions.
- 3.) At this time it is not clear as to whether the Review will be held at the Purdy Building, My new office 128 S. Main St. Vassar Mi 48768 or over Video Conferencing. To be announced. (SPECIAL NOTE: Meetings may vary from the above stated times with a minimum of 4 hours and not exceeding 8 hours to expedite the completion of the 2024 Remon program).
- 4.) Instead of the brass caps we are transitioning over too less expensive steel caps. These caps will require the full 10 digits P.S.# and the word "REMON" on every cap set.

See: section C. The standardized Monument Cap #2-5
In the 2023 Specifications.

In regards to the steel caps we are still experimenting with the caps on the rods tips. If the concrete monument is experiencing looseness of the cap, it is requested that fresh concrete be placed around the cap to secure it better to the concrete monument during placement. Thank you for your patience with this matter.

- 5.) Please review the included L.C.R.C. Example as it outlines the two corner codes method on one L.C.R.C., The accompanying drawing would be a typical standard drawing. The other example illustrates a drawing along the township line. You have plenty of examples of drawings of regular sections.
- 6.) State of Michigan Directory phone# 517-284-1837
Phil Norder P.S. Consumers Energy# 517-262-2775
MDOT wits & Plans no Rep. found call # 517-284-1837
T.C.R.C. contact is Scott Reamer #989-673-5268

Lastly, a much needed price increase for each corner monumented.

2024 TUSCOLA COUNTY REMONUMENTATION PROGRAM

Michael K. Yates, P.S.
Tuscola County Representative to County Surveyor's Office
201 South Main St.
Vassar, Michigan 48767

May 1, 2024

Derek Hodges, P.S.
William A. Kibbe & Assoc., Inc.
1475 S. Washington Ave.
Saginaw, MI 48601

I am pleased to inform you that your firm has been selected to remonument several Government Corners in Tuscola County as part of the current years Remonumentation Program.

Enclosed are maps depicting the corners to be completed along with a price sheet indicating what Tuscola County will pay for your services. Due to limited Grant Funds, we must place a cap on the total project. If it is impossible to complete the work for the "Total Contract Price" listed, these corners will be assigned to another firm and your firm will not be asked to participate for this grant year.

Please return all enclosed documents with properly executed signatures to Michael K Yates, P.S. at the above address by 4 PM. Friday, May 17, 2024. We would like to have contracts signed by a date yet to be determined.

All field work, including monuments set and L.C.R.C. forms with geodetic coordinate data shall be complete by Sept. 6, 2024. Peer Group meetings will be held as needed but will be concluded prior to Sept. 27, 2024. All L.C.R.C. forms will be filed with the Tuscola County Register of Deeds with two (2) copies of each filed form returned to the Peer Group Chairman, along with a completed dossier of each corner and original field notes prior to October 4, 2024.

Sincerely,

Michael K. Yates P.S.
Tuscola County Representative

TUSCOLA COUNTY REMONUMENTATION PROGRAM

2024 Price Sheet for Research, Surveying, Monumenting or Remonumenting, preparing and filing L.C.R.C. forms and Peer Group Meeting attendance per the attached Specifications and other requirements for the following corners:

G-2, G-1, and H-1 in T14N-R10E, Elmwood Twp. 3 corner.

G-12 through G-5, H-11, H-9, H-7, H-6, and H-5 in T11N-R9E, Fremont Twp. 13 corners.

Total.....16 corners.

1) Contractors Name William A. Kibbe Assoc., Inc.
Address 1475 S.Washington Ave.
Saginaw, MI 48601

Federal I.D.# or Soc.Sec. # _____

2) Corner Research Price per corner \$125.00 ea. for 16 corners = \$2,000.00

Field Work, Corner Monument, L.C.R.C., & Geodetic Coordinates Data, etc.
Price per corner \$1,375.00 ea. for 16 corners = \$22,000.00

*New monument boxes Price per corner \$129.49 each for 7 corners = \$906.43

TOTAL COST OF THIS CONTRACT.....\$24,906.43

*Based on 7 monument boxes.

3) The person signing below warrants he\she has been authorized by his\her organization to make this agreement and understands that if a contract is signed, and this price is agreed upon, the above price is the contractual price for the duration of this contract and non-completion of the contract could result in a fine equal to the "Contract Price" listed above.

Dated this _____ day of _____, 2024.

Contractor representative _____
(print or type name)

Authorized Signature _____

*NOTE: If the proposed number of new monument boxes is incorrect, you must notify Michael Yates, P.S. by June 7, 2024. New monument boxes shall be purchased from the Tuscola County Road Commission, Caro, MI.

THE AGREEMENT

THIS AGREEMENT, made between William A. Kibbe & Assoc., Inc. hereinafter called the "CONTRACTOR" and TUSCOLA COUNTY hereinafter called the "OWNER".

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1 - THE WORK. The Contractor shall furnish all materials and equipment and perform all the work shown on the Drawings and described in the specifications entitled:

2024 Specifications for Tuscola County Remonumentation Program

and prepared by the Tuscola County in strict compliance with the Contract Documents; the Contract Documents consisting of the Proposal, Agreement, Drawings, Specifications, Addenda, and any supplements agreed to by both parties.

ARTICLE 2 - CHANGES AND ALTERATIONS. The Contractor agrees to make alterations to the work under this contract as the Owner may order in writing. Such alterations shall be paid for at prices mutually agreed upon at the time by the Owner and the Contractor, such prices to be either unit prices, lump sum or time and material basis.

ARTICLE 3 - TIME. The Contractor covenants and agrees that the work herein agreed to be performed shall be commenced promptly upon notice and that said work shall be carried on with dispatch, time being of essence of this agreement, and in such manner as to be fully and completely performed on or before the specified completion date.

ARTICLE 4 - EXTENSION OF TIME. If the Contractor is unavoidably delayed in fulfilling the Contract due to reasons listed below, the Contractor may, in writing, within 7 days following the date such cause or delay occurred, request an extension of time. Extensions approved shall be as the Owner adjudges to be just and reasonable. Reasons for extensions are:

- (1) Delay or suspension of work by the OWNER for causes other than negligence, faulty work, failure or refusal to carry out the provisions of the contract or the orders of the OWNER.
- (2) Delays due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to: acts of God, acts of the public enemy, acts of Government, acts of the State or any political subdivision thereof, fires, floods, epidemics, labor disputes, or extraordinary delays in delivery of materials.

ARTICLE 5 - ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so.

All parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this Agreement.

The Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Agreement, or his claim thereto, except with the written consent of the Owner.

ARTICLE 6 - OWNER'S RIGHT TO COMPLETE. If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workmen or sufficient suitable materials for the work, or if he should fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the OWNER, or if he should willfully and repeatedly violate any of the substantial provisions of this Agreement; then in such case the Owner shall state in writing that sufficient cause exists to justify such action and state the nature of said cause and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this Contract or any part thereof. Thereupon the Contractor shall at once discontinue such work or such part thereof. The Owner shall have the right to finish the work, or such part thereof, by contract or otherwise as he may elect in conformance with the Contract Documents. The Contractor shall not be entitled to receive any payment until the work is finished.

From and after the date of the order to discontinue work, and until said work shall have been finally completed by the Owner, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the materials from the points at which they were located on the date of said order, except upon the written consent of the Owner to do so.

The foregoing provisions of this article are without prejudice to any other right or remedy which the Owner may have under this Agreement.

ARTICLE 7 - GENERAL REQUIREMENTS. The Contractor shall comply with the following general requirements.

Permits and Regulations. The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work.

Insurance. Prior to commencement of the work, the Contractor shall purchase and maintain during the term of the project such insurance as required in the Contract Documents.

Labor Laws and Ordinances. The Contractor shall obey and abide by all the laws of the State of Michigan relating to the employment of labor on public work and all the laws and requirements of the Owner regulating or applying to public improvements.

ARTICLE 8 - ARBITRATION. All matters in dispute arising from this Contract shall be promptly submitted to the Peer Review Group upon demand by either party to the dispute. The Contractor shall not delay the work because review proceedings are pending, unless he shall have written permission from the Owner to do so and such delay shall not extend beyond the time when the Peer Review Group shall have an opportunity to determine whether the work shall continue or be suspended pending decision by the Peer Review Group.

ARTICLE 9 - PAYMENT. In consideration of the faithful and entire performance by the Contractor of his obligations under the Contract, the Owner shall pay to him, at the time and in the manner stipulated in the Contract Documents, and the amount based on the respective lump sum prices as set forth in the Contract documents. Partial payments will be based on a percentage of work completed relative to the total lump sum price.

As soon as practicable after the satisfactory completion of all work covered by this Agreement, the Owner will make a final inspection of all work covered by this Agreement, the OWNER will make a final inspection of the work as a whole and will make up a final statement of the total amount due the Contractor under the terms of the agreement. Upon the acceptance of the completed work, the Owner will pay to the Contractor the entire amount of such final estimate, less such sums as the Owner may deem to be necessary to meet the undischarged obligation of the Contractor for labor, materials or equipment furnished for the work. The Contractor shall file with the Owner a sworn statement that all claims for amounts due for labor, materials, and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

ARTICLE 10 – INDEMNIFICATION. To the extent that liabilities, obligations, damages, claims, costs, charges and expenses are caused by any negligent act, error or omission of the monumentation surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the monumentation surveyor, the monumentation surveyor agrees to hold harmless and indemnify the Grantee and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges and expenses imposed upon the Grantee.

IN WITNESS HEREOF, the parties hereto have set their hands and seals in duplicate, this _____ day of _____, 2024.

WITNESS

CONTRACTOR

WILLIAM A. KIBBE & ASSOC., INC.

Signature of Witness

By _____
Signature of Principal Owner

In Witness Hereof, the parties hereto have set their hands and seals in duplicate, this _____ day of _____, 2024.

OWNER

TUSCOLA COUNTY

Signature of Witness

By _____
Signature of Administrator

“MEETING NOTICE”

The Tuscola County Remonumentation Peer Group will meet at the
Tuscola County “H. H. Purdy Building at 125 W. Lincoln St., Caro, Michigan,
48723. The meetings will be conducted from **9:00 A.M.** and not extend past **5:00
P.M.** on the following
dates in 2024.

Tuesday	Sept. 10
Wednesday	Sept. 11
Thursday	Sept. 12
Tuesday	Sept. 17
Thursday	Sept. 19

Inquiries may be directed to: Michael K. Yates, P. S.

Vassar, MI 48768

Cell Phone: Days & Evenings 989-501-5959

E-mail: ysurvey@charter.net

SPECIAL NOTE: Meetings times may vary from the above stated times with a minimum of 4 hours and not exceeding 8 hours to expedite the completion of the 2024 Remon program.

SPECIAL NOTE: Due to Covid-19 it is undetermined at this time if Meetings will be held at the Purdy Building or over the internet through some type of Video Conferencing.

TUSCOLA COUNTY BOARD OF COMMISSIONERS
Building & Grounds Committee
125 W. Lincoln St.
Caro, MI 48723

2024 SPECIFICATIONS FOR TUSCOLA COUNTY REMONUMENTATION
PROGRAM

- A. The work will be performed using procedures established by Tuscola County.
- B. A brief summary of how the work will be done may be submitted with each proposal.
- C. It is suggested a record of time spent on the project be kept.
- D. Sufficient evidence must be presented to the Peer Group of the location of the government corners for their approval.
- E. While there may be corner information available from the County Register of Deeds Office, additional research may be required per Appendix E of the county plan. An approved file folder with all corner data included and bound in said folder, shall be submitted to the County Representative at the completion of all work.
- F. Distances and angles measured or calculated within the contract limits between existing and proposed section corners shall be shown on a sketch on the Act 74 form. "See exhibits for additional angles and distances required."
- G. Research, field survey and/or reconnaissance, placing of a typical steel monument cap and/or a standard brass cap, purchase and placing monument boxes (reimbursable up to \$100 per monument box), purchase and placing of carsonite posts, preparing the Act 74 form, presentation to the peer group and filing fees shall be a part of the contract price.
- H. A Michigan Department of Commerce survey and Remonumentation Commission data collection form must be completed for each contract corner or a list of the appropriate information with dates shall be submitted to the County Representative along with two copies of each filed Act 74 form.
- I. An Act 74 (L.C.R.C.) form must be prepared, submitted and approved by the Peer Group for each G.L.O. corner common to the contract corners. The form may contain 1 or 2 corners on each LCRC form submitted. (Example I-5 & I-6). No additional pay is provided for preparation and approval of these common corners (L.C.R. C.) Act 74 forms.
- J. The contractor's original field notes shall be submitted along with a dossier mentioned in "E" above.
- K. Geodetic Coordinates – MCL 54.268(2)(a)(iii) and 54.268(2)(d)
Starting with the 2015 grant, latitude and longitude positions must be submitted for each original public land survey corner or protracted public land corner at the time it is monumented, remonumented or maintained. Latitude and Longitude values must be reported to a minimum of 0.01 seconds of arc, which is equivalent to approximately one-foot. Coordinate values must be obtained either.
 - 1. Directly from a Continuously Operating Reference Station (CORS), or
 - 2. From supplemental control established from CORS, or
 - 3. From supplemental control established from other NGS horizontal control stations.

The following information must be published on the Land Corner Recordation Certificate.

Latitude:	00M00'00.00"
Longitude:	00M00'00.00"
Estimated Reputability/Accuracy:	00.00" or 0.00 ft or PPM
Datum and Adjustment Year:	
Epoch Date:	DD-MMM-YYYY
Date of Observation:	DD-MMM-YYYY
Method of Survey:	Narrative explanation

Starting with the 2015 grant, the Program's previous State Plane Coordinates requirements will no longer be required.

Geodetic coordinates specifications and reporting will be further addressed in the revised rules once promulgated.

"The above guidelines are not intended to be all inclusive."

QUALIFICATIONS

A professional surveyor from the participating firm (contractor) in charge of the field work performed for a particular corner, shall be in attendance at the Remonumentation Peer Group meetings relative to corners contracted to his/her firm.

INFORMATION

- A. Monuments and brass caps or steel caps shall be furnished by Tuscola County.
- B. Monument boxes, witness posts (carsonite) and witness tags shall be furnished by the contractor.
- C. Monument boxes shall be placed over monuments in all hard surfaced roads by the participating firm.
- D. Witness posts (carsonite) shall be placed near monuments out of the road right of way and the position noted in the corner accessories.
- E. No final payment shall be made until the work is completed to the satisfaction of the County Representative. Act 74 forms must be filed with the Tuscola County Register of Deeds before final payment is made. File folders must be complete, properly bound and submitted to the County Representative prior to final payment.
- F. Original field notes shall be submitted prior to final payment.

Completion Date

The work described in the specifications shall be completed prior to Sept. 6, 2024.

Indemnity & Insurance

To the extent that liabilities, obligations, damages, claims, costs, charges, and expenses are caused by any negligent act, error, or omission of the Monumentation Surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the Monumentation Surveyor, the Monumentation Surveyor agrees to hold harmless and indemnify the County of Tuscola and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges, and expenses imposed upon the Grantee.

Auto Liability	\$250,000 Bodily Injury/Property
Owned and Non-owned	Damage including statutory
	Michigan No-Fault and Uninsured
	Motorists

General Liability	\$500,000 Bodily Injury \$250,000 Property Damage
-------------------	--

Worker's Compensation	Statutory Coverage \$100,000 Employers' Liability
-----------------------	--

These coverages shall protect the participating firm, its employees, agents, representatives, and subcontractors against claims arising out of the performance of the work described.

Certificates evidencing the aforementioned coverages, with a 20-day cancellation clause, shall be filed with the Tuscola County Board of Commissioners before the described work begins.

QUALIFIED BASE SELECTION

The county (owner) will select those firms that it considers to be in the best interest of said owner.

RIGHT OF REFUSAL

The Tuscola County Board of Commissioners (owner) has the right to refuse any and all firms.

QUESTIONS

Questions relating to these specifications should be directed to Michael K. Yates, P.S., 989-501-5959 or Clayette A. Zechmeister, 989-672-3710.

PROCEDURE FOR MONUMENTATION OF GOVERNMENT CORNERS BY PRIVATE FIRMS

A. Peer Group Meetings

1. Will be held at the offices of the Tuscola County Commissioners or as posted at the Purdy Building at 125 W. Lincoln St., Caro, MI.

2. The County Representative shall chair these meetings.

3. The purpose of the meeting will be to review the Act 74 form data, witnesses, etc. and approve the forms if agreed upon by the appointed peer group members eligible to vote at said meeting.

4. In order to be eligible for reimbursement for any work performed, each participating firm shall send a responsible representative (must be a professional surveyor) to each meeting during which corners included in their contract will be considered.

5. At the review meeting, the Peer Group of surveyors will determine if there is a conflict in location of each corner thus considered, and if so, the group will attempt to resolve the conflict, based on the information provided. If the Peer Group cannot agree on the position for a particular corner, no monument will be placed until such time as the group can reach agreement.

6. If there seems to be a conflict in position with a company that is not participating in the remonumentation, then the County Representative shall attempt to resolve the conflict by notifying by registered letter the company involved, requesting information and examining that company's procedure in establishing the corner in question.

B. To insure that monuments will be properly placed, the following procedures must be followed:

1. Research of Records – This must necessarily be an effort on the part of each participating surveying firm, plus conference with non-participating firms, the utility companies, Tuscola County Road Commission, etc.

Information thus obtained may consist of former witnesses, dimensions of the section, evidence of occupation, etc. This information will be submitted to the County Representative.

2. Field Reconnaissance and Verification – After the research has been completed, a participating firm will use the information to try to find the proper location of the government corner in question. This field work in most cases will require additional sectional measurements, location of occupation lines and excavation in search of evidence. When field measurements are made to determine a corner's position, these measurements will be included in a sketch on the reverse side of the recordation certificate. This field work must be done under direct supervision of a Professional Land Surveyor. After a government corner location is determined by a participating firm, the evidence found and procedure used to make that determination will be presented on an Act 74 certificate for review and approval by the Peer Group. If the Peer Group approves the location as determined the corner may then be monumented.

C. The Standardized Monument Cap

1. Will be purchased by the County of Tuscola and distributed by the County Representative to the County Surveyor's Office to the participating firms.
2. Each brass cap monument will have a corner code number, town and range numbers, year and P.S. number stamped by the P.S. in charge. If setting a steel cap is used the full P.S. number (10 digits) will be stamped on the cap, along with the word REMON minimum.
3. In locations where the full typical monument with attached brass cap or steel cap cannot be placed, a standardized brass cap or steel cap will be provided and placed (see sketch attached).
4. In locations where standard brass cap or steel cap cannot be placed, the County Representative will decide what procedure will be followed.
5. See attached detail of typical monument(s) and standard brass caps or steel caps.

D. Placing the Monument

1. Shall be done under the direct, in field, supervision of a Michigan Professional Surveyor.
2. When excavating the hole for the monument, a record should be made of evidence found below, such as wood posts, irons, bottles, bricks, etc. and this evidence listed on the recordation certificate. Photographs are suggested.
3. When placing the monument, the surveyor shall keep the monument in a plumb position and shall backfill the hole and tamp the soil properly, so that if the monument is later sheared off, the bottom of the monument will be in the proper position.
4. After the monument is in place, the approved Act 74 certificate shall be filed at the Tuscola County Register of Deeds with either 1 or 2 corners on the form, and two copies forwarded to the Tuscola County Representative along with other required data.
5. Reference ties – There must be a minimum of four accessories to witness the location of the monument. Nails and washers used in the side of trees, poles shall be placed perpendicular to the line of measure. Distances to the accessories shall be to the nearest 0.01 of a foot. Bearings to accessories may be compass bearings to nearest 05°. Witness tags shall be supplied by the contractor.
6. In areas outside of roadways, a carsonite post shall be placed near the monument. The carsonite post to be supplied by the contractor.

E. Reimbursement

After a monument has been placed in compliance with the procedure outlined above,

and after the proper approved certificate has been filed, the County Representative shall recommend payment by the Tuscola County Treasurer.

F. Miscellaneous

1. Each participating firm is responsible for normal safety precautions and traffic control, but should notify police department or sheriff's department if the monument being placed is in a hazardous traffic area.
2. Pavement repair and placing of monument boxes will be part of the contract price. The contractor will provide approved monument boxes to be placed in hard surfaced roads.
3. Each participating firm shall provide the proper insurance coverage and obtain a permit from the Tuscola County Road Commission. Said firm shall also adhere to the requirements of the Road Commission while working in the road right of way.
4. Monuments placed in gravel roads shall be 0.5' below finish grade.
5. If it becomes evident that a contract corner cannot be monumented, the County Representative must be notified and will make a determination on the placement of a monument and/or payment of work completed.
6. The County Representative shall have the authority to check or have checked, the work of the participating firms to make sure all above procedures are being carried out properly.
7. It is required in Section B of the L.C.R.C. form that a statement as to which BLM instruction or procedure was followed from the 2009 BLM manual or instructions, or that the existing evidence is accepted as the best available evidence of the position of the original corner by reason of common usage or occupation.
8. Per Memorandum 16, Section 19, the following statement shall appear at the end of Section A of the L.C.R.C. form: "This document supercedes previous recorded documents listed above."
9. Any contractor who has not provided all data required by these specifications, will not be allowed to participate in future remonumentation until all previous original records and notes are submitted and approved.

10. Data Collection Forms for each corner monumented or an excel spreadsheet listing providing the appropriate data shall be provided with the copies of the final Act 74 forms.

11. Non-original corners, i.e., Centers of Sections, North ¼ corners and West ¼ corners along the North and West township lines, are now permissible under the Remonumentation Program. In your research of data for a corner dossier, it is determined that a non-original corner may have been previously established or during your field work a non-original corner is located, that data shall be noted on the drawing required on the reverse of the L.C.R.C. (Act 74 Form). Such as liber and page of documents containing data, angle and distance from at least one adjacent corner if tied to field work or at least a note of object found. See attached sample for suggested wording.

Original drafted Jan. 1993
Last revision May 2024

Attachments

- 1) January 15, 2011 Memo re: centers and ¼ corner corners
- 2) Sample L.C.R.C. Act 74 forms (currently under review)
- 3) January 1994 sketch, standard cap & typical monument
- 4) Two samples of Data Collection Form / or Excel Spreadsheet (see example)

Tuscola County Surveyor

Michael K. Yates

Tuscola County Representative

201 S. Main St.

Vassar, MI 48768

Memo: Contract Surveyors, Tuscola County Remonumentation Program
From: Michael K. Yates, P.S. Tuscola County Representative
Date: February 24, 2015
Subject: Non-original government corners, i.e., centers, N 1/4 corners and West 1/4 Corners along the North and West township lines.

One of the following notes shall appear on the map on the reverse of the L.C.R.C. form.

1. No recorded or unrecorded data was found relative to the existence of Corner_____. However, a field investigation may reveal evidence of said corner.
2. The following documents were found to contain information relative to Corner_____. The information was NOT field verified. (List documents as you would in Section A of this form.
3. (See F-11 of the 2011 Specifications)

The information shown for Coner_____ is the APPARENT corner but is NOT verified or approved at this time by the Peer Group. Information shown is for informational purposes only.

Note: Do not show angles or distances by others to non-original corners.

If you feel another statement is more appropriate to the situation, please contact me prior to its use.

NOTE: NON-ORIGINAL CORNERS WERE APPROVED FOR 2015 AND BEYOND.





Michael K. Yates P.S.

County Representative

LEGEND:

Grant Year 2024

Corners this Contract 16

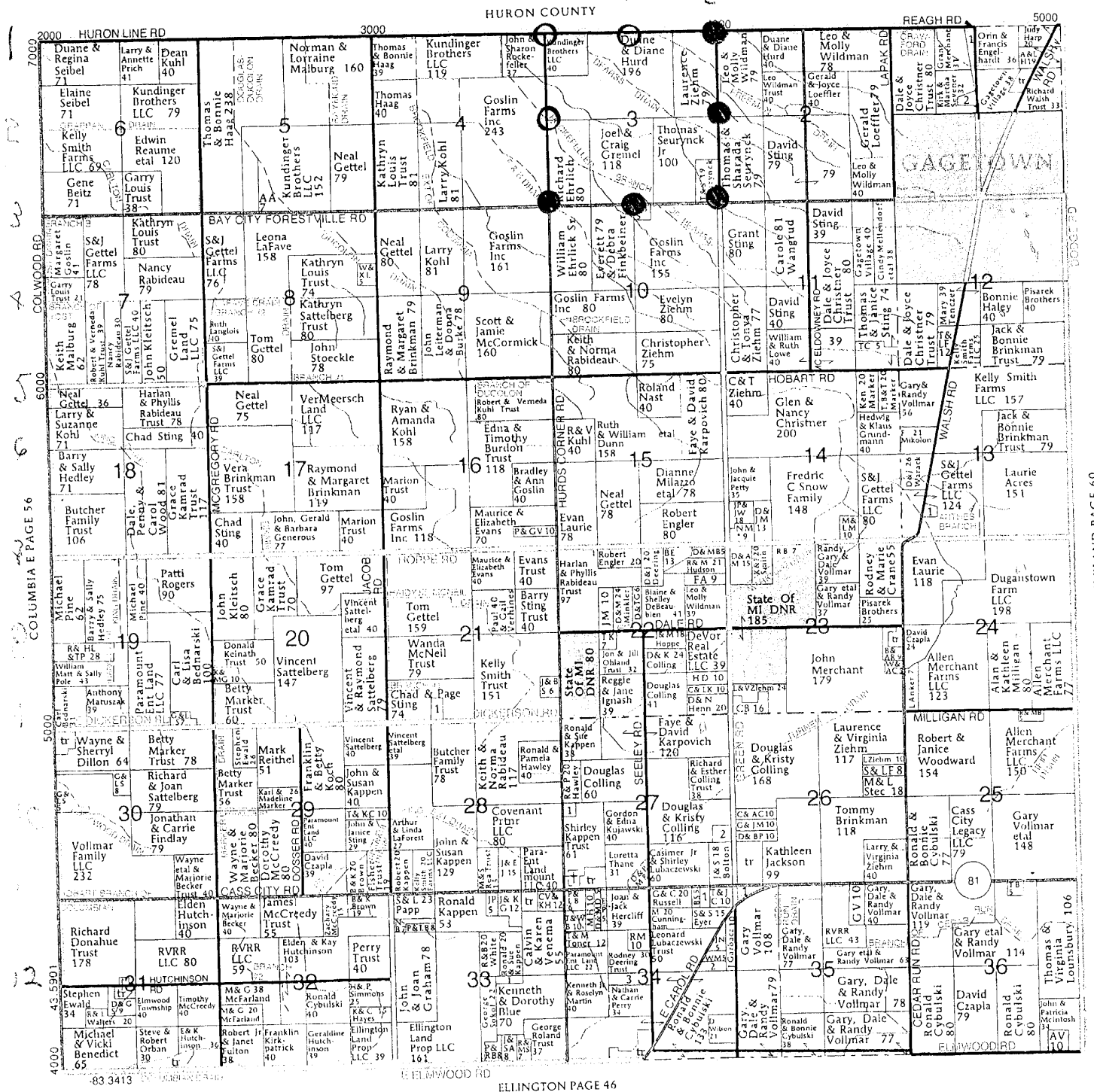
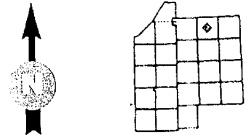
  = Existing Monuments Previously Placed.
  = Monuments to be placed this contract.

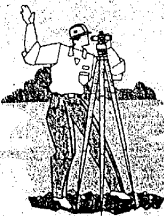
NOTE: Witness Monuments shall be placed on the
Section or 1/4 line adjacent to a corner
Position that is inaccessible.

ELMWOOD PLAT

T-14-N • R-10-E

See Pages 98-101 For Additional Names.





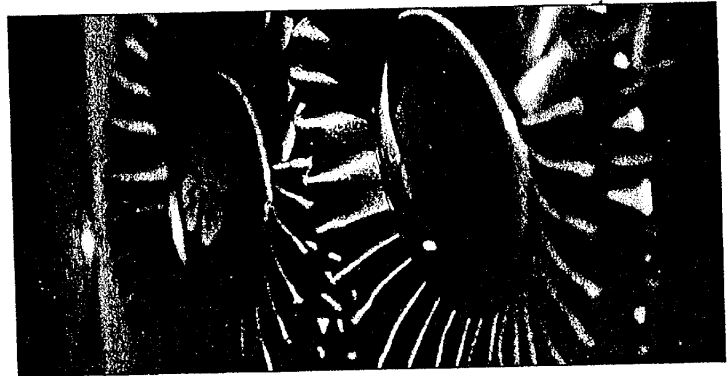
CASE SURVEYING

ALL TYPES OF LAND SURVEYING

Laurence J. Wade, P.S.

111½ S. Port Crescent
P.O. Box 129
Bad Axe, MI 48413

Office: (989) 269-9142
Fax: (989) 269-7712



© Farm & Home Publishers, Ltd.

Land Corners:

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	1	2	3	4	5	6	7	8	9	10	11	12	13
2		6	5	4	3	2	1	10	9	8	7	6	5
3	1	2	3	4	5	6	7	8	9	10	11	12	13
4	1	7	6	5	4	3	2	10	9	8	7	6	5
5	1	2	3	4	5	6	7	8	9	10	11	12	13
6	1	18	17	16	15	14	13	12	11	10	9	8	7
7	1	2	3	4	5	6	7	8	9	10	11	12	13
8		19	20	21	22	23	24	25	26	27	28	29	30
9	1	2	3	4	5	6	7	8	9	10	11	12	13
10	1	30	29	28	27	26	25	24	23	22	21	20	19
11	1	2	3	4	5	6	7	8	9	10	11	12	13
12		31	32	33	34	35	36	37	38	39	40	41	42
13	1	2	3	4	5	6	7	8	9	10	11	12	13

G-9 is on Snover Rd.

H-11 is Just off W. Saginaw Rd.

All others have L.C.R.C's

EXAMPLE

Land Corner Recordation Certificate Attachment B to 2019 Annual Grant Agreement AUTHORITY: MCL 54.205 and R54.202

This form is **ONLY** for corners filed under the 2019 State Survey and Remonumentation Grant Agreement

Filing Requirement: MCL 54.268(2)(a), 54.268(2)(d), 54.201 – 54.210d and 2019 State Survey and Remonumentation Grant Agreement

- Notes:**
- No more than two Original Public Land Survey Corners can be recorded on this certificate
 - If a corner reported hereon is common to two or more survey townships, each Town, Range and Corner Code for the corner may be identified on this certificate
 - If a corner reported hereon is common to two or more counties, each county may be identified on this certificate and a copy of this certificate filed with the Register of Deeds in each county

For corner(s) in: Tuscola County

Millington Township

Corner Type	Survey Township				Corner Code															
Original Public Land Survey Corner	T	10N	R	08E	G-6	1	A	B	C	D	E	F	G	H	I	J	K	L	M	1
• MCL 54.202(g)	T	10N	R	08E	G-5	2		6				4		3		2		1		2
• MCL 54.262(g)	T		R			3														3
	T		R			4	7		8		9		10		11		12		4	
						5							●							5
Property Controlling Corner	S		R			6	18		17		16		●	15		14		13		6
• MCL 54.202(i)	S		R			7														7
• MCL 54.262(h)	S		R			8	19		20		21		22		23		24		8	
	S		R			9														9
Protracted Public Land Survey Corner						10	30		29		28		27		26		25		10	
• MCL 54.202(k)	T		R			11														11
• MCL 54.262(i)	T		R			12	31		32		33		34		35		36		12	
	T		R			13														13

Part A: Corner(s) History

G-6

- 1822 GLO notes Fletcher DS; Set 1/4 Sec. Post, Beech 12 N87 W7, Beech 10 N12 W17.
- October 29, 1973, Survey L.435 P.605-606 Edwin J. McCombs RLS#10696; No object or witnesses mentioned.
- October 21, 1975, LCRC File# 39 David T. Rowe RLS#11192; Found 1" Pipe 6" above grade with 3" pipe 4' high encased in concrete. Held 1" Pipe. In-line East & West Fence Line. No Witnesses.
- March 20, 1980 Unrecorded Survey John W. Martin RLS#4699; No object or witnesses mentioned.
- January 28, 1987, Survey L.571 P.998-998 Earl E. Gravlin LS#23510; No object mentioned, East 47.80' Nail 4" Cherry, N20°E 9.0' SE Cor. Large Stone (4' Dia.), W 10.02' Steel Fence Post.
- August 7, 2002, LCRC L. 0, P.121 Keyno J. Shellenbarger LS#30101; Found steel pipe in concrete, 4 feet above ground, in line with old fence row Westerly. Location is substantially as described within corner record dated May, 10 1976. Replaced pipe with 36" Concrete Mon. flush w/ground, Mon. is 4" dia. With 1/2" Capped Re-rod, South 145.04' Tag W. Face 12" Maple, N04°E 111.39 Tag W. Face 15" Maple, N44°E 128.80' NW Cor. of School, S55°E 217.83' SW Cor. of School, West 2518.38' to center of Sec. 16.
- September 13, 2002, Unrecorded Survey Charles T. Lillieberg PS#40162; Found Pipe in Conc, South 145,04' Tag W.F. 12" Maple, N04E 111.39' Tag W.F. 15" Maple, N44E 128.80' N.W. Corner of School, S55E 217.83 S.W. Cor. of School.

G-5

1822 GLO notes Fletcher DS; Corner to Sec's 9-10-15-16 Sugar 20 S45E 28, Sugar 16 S59W 6.

May 17, 1961, TCRC Witness Card, (Source Scott Eng. Alpena) Found Iron Stake, N45°E 29.84'
Scott Eng. Tab in Tele. Pole., S10°E 21.72' Scott Eng. Tab in Tele. Pole., N35°W 55.07' Spike in root of 12" Maple,
S40°W 45.13' Spike in root of 24" Elder.

August 3, 1971, LCRC File # 7 David T. Rowe RLS#11192; Found nail in Asph. C.K. Ties by Scott Eng. Found Iron under
nail, N45°E 29.84' Scott Eng. Tag in T.P., S10°E 21.72' Scott Eng. Tag in T.P., N35°W 55.07' spike in root of 12" Maple,
S40°W 45.13 spike in root of 24" Elder.

August 10, 1971, Survey L.1 P.156 David T. Rowe RLS#11192; Found Iron stake, N45°E 29.84' tag in T.P., S10°E 21.72
tag in T.P., S40°W 45.13' Spike in root of 24" Elder.

September 20, 1971, Survey L.1 P.209-210 David T. Rowe RLS#11192; Found Iron stake, N45°E 29.84' tag in T.P.,
S10°E 21.72 tag in T.P., S40°W 45.13' Spike in root of 24" Elder.

April 6, 1973, Survey L.2 P.437-438 David T. Rowe RLS#11192; Found Iron Stake, N45°E 29.84' tag in T.P., S10°E 21.72
tag in T.P., S40°W 45.13' Spike in root of 24" Elder.

October 29, 1973, Survey L.435 P.605-606 Edwin J. McCombs RLS#10696; Found Iron Rowe Eng. Cap., S10°E 24.37'
Conc. Hwy. Marker, N23°E 33.73' Rd. Sign, N30°E 29.90' Tel. Pole, N40°W 55.10' to 14" Maple.

Part B: Surveyor's Report on Perpetuation or Monumentation of Corner(s)

G-6

Found existing concrete monument as described per August 7, 2002 LCRC liber 0, page 121. Historical distances support
the position of the found concrete monument. Recovered 4 witnesses indicating the concrete monument is in the same
position. Corner falls behind a high school in a manicured lawn, was not desirable to set Carsonite witness post. No clear
occupation in any direction.

Although not established according to the BLM manual of survey instructions, the position of the concrete monument is
accepted as the best available evidence of the position of the original corner by reason of common usage and
occupation.

G-5

Found a 1/2" rod in an existing mon. box, reviewed witness history and distances. Historical distances support the
position of the found 1/2" rod. Recovered 7 witnesses indicating that 1/2" rod is in the same position. Corner falls half
foot South of the centerline of East and West Millington Road and fits Caine Road centerline North and physical
occupation South.

Although not established according to the BLM manual of survey instructions, the position of the 1/2" Rod is accepted as
the best available evidence of the position of the original corner by reason of common usage and occupation.

Part C: Field Evidence of Perpetuation or Monumentation of Corner(s)

G-6

Remove concrete monument and set 5/8" diameter by 36" long rebar with a magnetic field encased in a 4" diameter
concrete cylinder and topped with a Tuscola County remonumentation standard brass cap stamped G-6, T10N-R08E.

S09°W, 145.11', Set a mag nail and remon tag in the East face of a 20" Maple.(Metal locator ping, west side tree)
(Rec. 145.04')

S44°E, 217.85', Southwest corner of High School #8537, near parking area. (Rec. 217.83')

N55°E, 128.81', Northwest corner of High School. (Rec. 128.8')

N10°W, 299.43', to Southeast corner of baseball dugout.

N20°W, 299.69' to Southwest corner of baseball dugout.

West, 2517.77' to apparent center of Section 16, T10N-R08E, found 1/2" rod in Mon. Box. (Rec. 2518.55')

G-5

Removed 1/2" rod, set a 24" long 5/8" steel rod having a magnetic field topped with standard brass cap stamped G-5, T10N-R08E, inside the existing monument's box. Encased Rod and cap inside existing monument box in cement.

- S04°E, 24.28', North face of Triangle Concrete post. (Rec. 24.43')
- S29°E 115.80', Northeast corner of garage, House #4497.
- N48°E, 41.90', Set remon tag and mag nail above found PK in NE face of P.P.
- S06°W, 21.84', Found nail and tag in West face of Stub P.P. (Rec. 21.65')
- N40°E, 71.95' Southwest corner of House #4496. (Rec. 71.95')
- N40°W, 42.88' SE Corner of Tele. Riser. (Rec. 42.88')
- S46°W, 34.31', NE Cor. concrete side walk. (Rec. 34.02')
- S84°W, 78.47', Top center of Hydrant. (Rec. 78.33')
- N71°E, 46.66', South edge of new Speed Limit sign.
- N32°W, 43.82' Southeast corner of new plastic picket fence.
- North, 2660.75', to East 1/4 Cor. of Sec. 9, T10N-R08E. (Rec. 2661.14')

Date of Observation	Latitude	Longitude	Datum and Adjustment Year	Epoch Date
G-6 4/2/18	43°16' 26.58" N	83° 31' 12.72" W	NAD83 (2011)	2010.00
G-5				
4/2/18	43°16' 52.89" N	83° 31' 13.00" W	NAD83 (2011)	2010.00

Method: Average of two (2) observations using GPS real time position to nearest MDOT- COR'S station "Vassar"

Disclaimer: The Latitude and Longitude reported hereon was established using global positioning methods with an estimated positional accuracy of one foot, more or less, reported at the time of observation. The reported Latitude and Longitude is a navigational accessory to the approximate corner location and shall not be used to reestablish the corner or used in establishing property boundaries.

I, Michael K. Yates, in a field survey on April 2, 2019 certify under the requirements of the State Survey and Remonumentation Act, 1990 PA 345, MCL 54.261 to 54.279, and the Corner Recordation Act, 1970 PA 74, MCL 54.201 to 54.210d, that the corner(s) identified and described hereon has been perpetuated or monumented as described in Parts A, B, and C above, pursuant to the laws and rules of the State of Michigan.

 Michael K. Yates Date
 Professional Surveyor's License No.: 50460
 Advance Surveying Inc. 201 S. Main St. Vassar, Mi, 48768

I, Michael K. Yates, state that the corner(s) identified and described hereon and perpetuated or monumented as described in Parts A, B, and C above was presented to and reviewed by the Peer Review Group on August 15, 2019 and is accepted for filing in the Tuscola County Remonumentation Program.

 Michael K. Yates Date
 Professional Surveyor's License No.: 50460

Data Collection Form

2017 Tuscola County Remon. Program

Gilford & Millington Township

Prepared By: Michael K. Yates

Date 8-23-17

Company Name: Advance Surveying Inc.

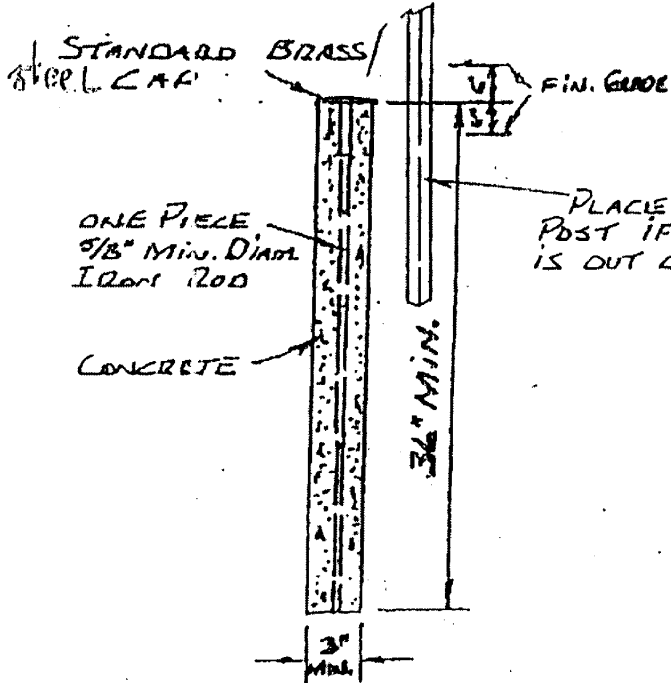
P.S. Name: Michael K. Yates

P.S.# 4001050460

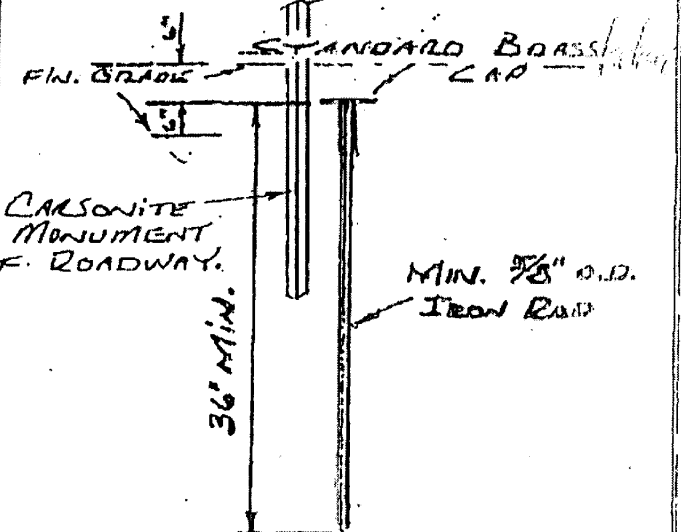
Town#	Range#	C-C	Research Date	Peer Approval Date	Mon. Set Date	Recording Date	Page#
T13N	R07E	I-5	6-19-17	8-14-17	7-6-17	8-25-17	142
T13N	R07E	J-5	6-19-17	8-14-17	7-6-17	8-25-17	143
T13N	R07E	I-4	6-19-17	8-14-17	7-12-17	8-25-17	144
T13N	R07E	I-3	6-19-17	8-14-17	7-6-17	8-25-17	145
T13N	R07E	J-3	6-19-17	8-14-17	7-7-17	8-25-17	146
T13N	R07E	I-2	6-19-17	8-14-17	7-7-17	8-25-17	147
T13N	R07E	I-1	6-19-17	8-14-17	7-7-17	8-25-17	148
T13N	R07E	J-1	6-19-17	8-14-17	7-12-17	8-25-17	149
T10N	R08E	G-12	6-19-17	8-14-17	7-11-17	8-25-17	166
T10N	R08E	G-10	6-19-17	8-14-17	7-10-17	8-25-17	167
T10N	R08E	H-11	6-19-17	8-14-17	7-11-17	8-25-17	168
T10N	R08E	G-11	6-19-17	8-14-17	7-10-17	8-25-17	169

New steel cap

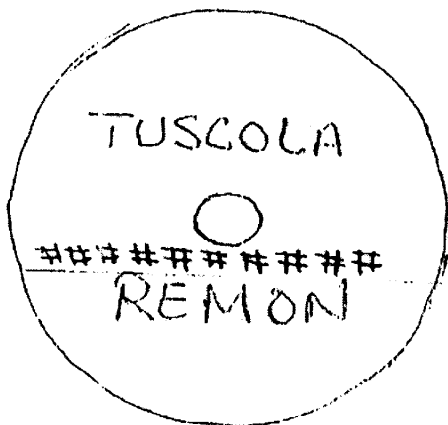
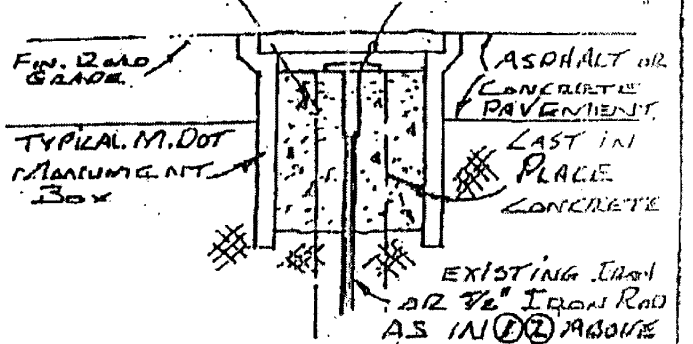
① TYPICAL MONUMENT PREPARED APPLICATION.



② ALTERNATE MONUMENT WITH PEER GROUP APPROVAL.



③ ALTERNATE MONUMENT IN HARD SURFACE WITH MONUMENT BOX REQUIRED. PLACE TYPICAL MON. STANDARD BRASS CAP OR CAST IN PLACE. BRASS CAP



TUSCOLA COUNTY REMONUMENTATION PROGRAM
TYPICAL AND ALTERNATE MONUMENTS
AND STANDARD BRASS CAP

AUTUM. NO.	DRAWN KDD
DATE REC.	DATE 3/1/93
REV. Mch. 94	SCALE NONE
SHEET 1 OF 1 PLAN	

Prepared By: _____

Co. Name _____

Date Prepared _____

P.S. Name _____

P.S. # _____

Provide a Data Collection form for each corner monumented or a list in the following form and order. Must be in this order for ease in Data entry to State of Michigan by County Surveyor.

Town No.	Range No.	Corner Code #	Research Date	Peer Approval Date	Mon. Set Date	Recording DATE	Page No.
----------	-----------	---------------	---------------	--------------------	---------------	----------------	----------

T__N__R__E

May use ditto marks if T & R repeat.

Note: Place in order of Alpha letter & number 13 through 1 or 1 through 13.

RECEIVED IN TUSCOLA COUNTY
 Aug 23, 2016 10:28:32A

COPY



Recorded Aug 23, 2016 10:37a
 Tuscola County John Bishop
 (Register of Deeds)
 Receipt # 372402 Fee: 23.00

L-1 P-121

**2016 TUSCOLA COUNTY REMONUMENTATION
 Land Corner Recordation Certificate**
 Authority: MCL 54.205 and R54.202

This form is **ONLY** for corners filed under the 2016 State Survey and Remonumentation Grant Agreement

Filing Requirement: MCL 54.268(2)(a), 54.268(2)(d), 54.201 – 54.210d and 2016 State Survey and Remonumentation Grant Agreement

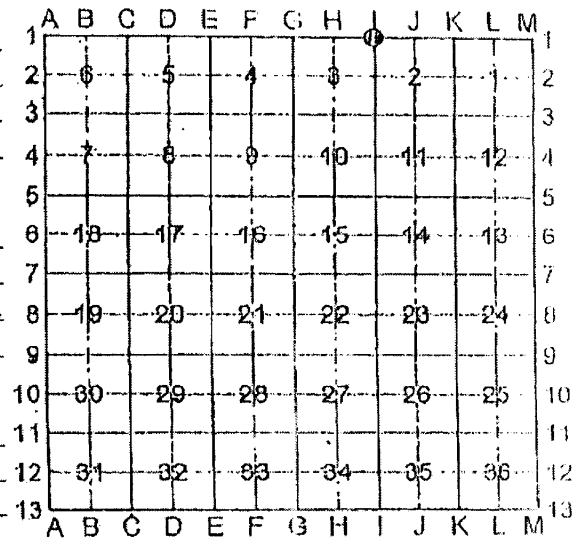
Notes:

- No more than two Original Public Land Survey Corners can be recorded on this certificate
- If a corner reported hereon is common to two or more survey townships, each Town, Range and Corner Code for the corner may be identified on this certificate
- If a corner reported hereon is common to two or more counties, each county may be identified on this certificate and a copy of this certificate filed with the Register of Deeds in each county

For corner(s) in: Tuscola County

Elkland Twp

Corner Type	Survey Township	Corner Code
Original Public Land Survey Corner	T <u>14N</u> R <u>11E</u>	<u>I-1</u>
• MCL 54.202(g)	T _____ R _____	_____
• MCL 54.262(g)	T _____ R _____	_____
Property Controlling Corner	S _____ T _____ R _____	_____
• MCL 54.202(l)	S _____ T _____ R _____	_____
• MCL 54.262(h)	S _____ T _____ R _____	_____
Protracted Public Land Survey Corner	T _____ R _____	_____
• MCL 54.202(k)	T _____ R _____	_____
• MCL 54.262(i)	T _____ R _____	_____



Part A: Corner(s) History

June 3, 1835 - GLC notes, Hervey Parke, D.S.: No object noted; intersected N. Boundary 70 E; Hemlock 14, N73W, 55; Hemlock 14, S44E, 13.

July 3, 1885 - County Surveyor records, SRW Book, P. 76-77; John A. Teskey, C.S.: Stone 4"x6"x8" marked "X" at corner; established from SW corner of Sec. 35, T15N-R11E; SW corner Sec. 35, West, 70 lks; Stone 6"x8", S45E, 70 lks; Sugar, N9-1/4E, 49 lks.

Dec. 1, 1888 - County Surveyor records, SRW Book, P. 78-79; John A. Teskey, C.S.: See NW Cor. of Sec. 2, Page 77 (July 3, 1885 notes).

Jan. 1892 - Huron County Drain minutes, P. 3; No surveyor noted; no object or accessories noted; Between sections 2 and 3 crossing line 100 rods south of NE corner of said section 3.

June 1971 - Unrecorded Survey by Stewart G. Case, RLS #15399: Found pointed stone with pieces of crockery around it. Placed 1-1/2" x 36" pipe in center; N15°E, 31.5', center of 18" Maple tree; N57°E, 47.35', center of 14" Maple tree; S40°E, 35.8', power pole.

Dec. 11, 1981 - Unrecorded Survey by Russell L. Brown, RLS #24588: Found 1-1/4" steel pipe; N10°E, 31.70' to spike in 24" Maple; N60°E, 47.40' to spike in 15" Maple; S50°E, 36.0' to spike in T.P..

March 1, 1984 - TCRC Notes by RB-DL-JM: Found 1-1/2" pipe, used this corner for sight to est. sec. line. No accessories. Shows distance from I-1 West to I-13 (T15N-R4E) = 49.08' and distance from I-1 East to J-13 (T15N-R4E) = 2588.88' and distance from I-1 to J-1 (T14N-R1E) = 2620.16'.

Part A continued:

Oct. 11, 1996 – LCRC, L. 1, P. 31 Huron County Remon by James T. Meek, LLS #39089; Remon was performed for corner I-13 (T15N-R11E). Has accessory call to 1" pipe, 4" below grd. Bears, East 49.1'.

July 23, 2002 – Unrecorded Survey by Laurence J. Wade, PS #46696: Found 1-1/2" pipe in place; N15°E, 31.5', center of 18" Maple tree; N57°E, 47.35', center of 14" Maple tree; S40°E, 35.8', power pole; West, 49.20' to SW Cor. Section 35.

Oct. 22, 2003 - Unrecorded Survey by Laurence J. Wade, PS #46696: Same object and accessories as July 23, 2002 survey by Wade.

July 8, 2011 - Unrecorded Survey by Laurence J. Wade, PS #46696: Same object and accessories as July 23, 2002 survey by Wade.

Part B: Surveyor's Report on Perpetuation or Monumentation of Corner(s)

Searched the apparent location and found a 1-1/2" diameter iron pipe 10" below grade above large stone in the centerline of E-W road and in centerline with the extension of the road to the South. Recovered three accessories from Part "A" above which indicate the 1-1/2" diameter iron rod is in same position. The 1-1/2" diameter pipe falls 0.34' North of the Huron County Line as previously established by James T. Meek, LLS #39089 in the 1996 Huron County Remonumentation Program. The position for I-1 was established on the Huron County line at the intersection of a line from the found 1-1/2" pipe South to I-2 and a line between I-13 (T15N-R11E) and J-13 (T15N-R11E). Said corner J-13 was also established during the 1996 Huron County Remon Program by James T. Meek.

No conflicting evidence was found for the position of this corner.

Although not established according to the BLM Manual of Survey Instructions, the calculated position of the corner (I-1) on the county line is accepted as the best available evidence of the position of the original corner.

Part C: Field Evidence of Perpetuation or Monumentation of Corner(s)

I left the found 1-1/2" pipe in place and set a 5/8" diameter iron x 18" long with a magnetic field above the found large stone and topped with a Tuscola County Remonumentation standard brass cap stamped "I-1, T14N-R11E". Asphalt cold patch was placed around set 5/8" iron to allow future access to 1-1/2" pipe.

- N10°E 32.10' to set mag nail in W face 24" Maple.
- N55°E 47.37' to set mag nail in SE face 17" Maple.
- S40°E 66.32' to set nail & TC Remon tag in SE face 36" Spruce.
- West 49.34' to found Remon Mon., J-13 (T15N-R11E).
- North 0.34' to found 1-1/2" pipe.

Witnesses to found 1-1/2" pipe (Amended Monument):

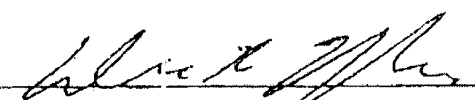
- N10°E 31.75' to set mag nail in W face 24" Maple.
- N55°E 47.15' to set mag nail in SE face 17" Maple.
- S40°E 66.60' to set nail & TC Remon tag in SE face 36" Spruce.
- West 49.34' to found Remon Mon., J-13 (T15N-R11E).
- South 0.34' to set TC Remon Mon., I-1 (T14N-R11E).

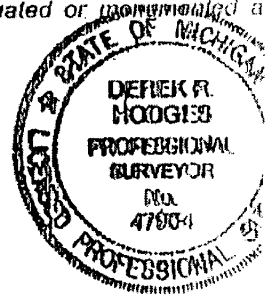
Date of Observation	Latitude	Longitude	Datum and Adjustment Year	Epoch Date
6/29/16	43° 40' 26.84" N	83° 09' 27.03" W	NAD83 (2011)	2010.00

Method: Average of two observations using GPS real time position to the nearest MDOT- COR's station "Cass City"

Disclaimer: The Latitude and Longitude reported hereon was established using global positioning methods with an estimated positional accuracy of one foot, more or less, reported at the time of observation. The reported Latitude and Longitude is a navigational accessory to the approximate corner location and shall not be used to reestablish the corner or used in establishing property boundaries.

I, Derek R. Hodges, in a field survey on June 29, 2016, certify under the requirements of the State Survey and Remonumentation Act, 1990 PA 345, MCL 54.261 to 54.279, and the Corner Recordation Act, 1970 PA 74, MC 54.201 to 54.210d, that the corner(s) identified and described hereon has been perpetuated or monumented as described in Parts A, B, and C above, pursuant to the laws and rules of the State of Michigan.

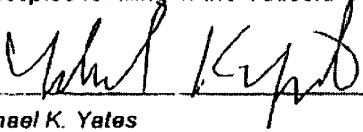

 Derek R. Hodges
 Date: 8/8/16
 Professional Surveyor's License No.: 47954



William A. Kibbe & Associates, 1475 S. Washington Ave, Saginaw, MI, 48601

Land Corner Recordation Certificate
T14N-R11E Code I-1
Page 3 of 4

I, Michael K. Yates, state that the corner(s) identified and described hereon and perpetuated or monumented as described in Parts A, B, and C above was presented to and reviewed by the Peer Review Group on August 8, 2016 and is accepted for filing in the Tuscola County Remonumentation Program.



Michael K. Yates

8/8/16

Date

APPROVED BY TUSCOLA COUNTY
REMONUMENTATION PEER GROUP

Professional Surveyor's License No.: 50460

P 18 1 16
MKY Son MWP



Tuscola County

Neil Hammerbacher <nhammerbacher@tuscolacounty.org>

Fwd: [EXTERNAL] Tuscola County EDC Voting Board Members

1 message

Thomas Bardwell <tbardwell@tuscolacounty.org>
To: Neil Hammerbacher <nhammerbacher@tuscolacounty.org>

Wed, Jun 5, 2024 at 10:20 PM

Neil,

Received the following followup regarding the EDC requests for appointments to their Board. Let me know if you have any further thoughts.

Best,
Thom

----- Forwarded message -----

From: **Debbie Powell** <ccmanager@casscity.org>
Date: Wed, Jun 5, 2024 at 3:03 PM
Subject: [EXTERNAL] Tuscola County EDC Voting Board Members
To: Thomas Bardwell <tbardwell@tuscolacounty.org>
CC: Tom Young <tyoung@tuscolacounty.org>, Trevor Keyes <tkeyes@tuscolaedc.org>, James McLoskey <jmcliskey@tuscolaedc.org>, Michael Clinesmith <mclinesmith@tuscolaedc.org>

Hello Thom,

After we spoke about TC-EDC voting board members I looked at the EDC Articles of Incorporation and By-laws. I did not see where the Executive Director is a voting board member. I then reviewed the MSU agreement and found this language in Exhibit A, Section C. Oversight, subsection ii. "MSU Extension District Director will serve on the Board of Directors to guide direction and provide oversight of Extension programming outcomes." Therefore, my interpretation is that the Tuscola County Commissioners should appoint Karly Creguer, MSU Extension District Director to the Tuscola County EDC Board. The Executive Director is not a voting board member, and even though there was a motion made at our last full board meeting of the TC-EDC, no further action is required by the Tuscola County Commission.

Debbie

Debbie Powell
Village Manager
Village of Cass City
989-872-2911 W
989-385-1972 C

Tuscola County
Estimated Additional Cost for the County to Declare
July 5th a "Day Off with Pay" if 24/7 Employees
Receive Time and 1/2 for Hours Worked

Animal Control	
One employee	\$ 200.04
Dispatch	
Six employees	736.36
Sheriff	
Twenty-one employees	3,329.70
Buildings and Grounds	
One employee	114.18
Information Technology	
One employee	<u>183.12</u>
Subtotal	4,563.40
Estimated payroll taxes, retirement, etc.	<u>684.51</u>
Estimated Additional Cost of Having the Day Off	<u><u>\$ 5,247.91</u></u>

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723


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

As per our conversation on June 4, 2024, the Police Officer's Labor Council agrees that as a onetime only non-precedence setting occurrence that Tuscola County will pay any employee, in this bargaining unit, that is scheduled to work and does work during the 24-hour timeframe on July 5th 1.5 times their normal rate of pay.

All parties agree to this one-time proposal, and the Union, and its members agree to hold the County harmless from any matter that could arise from the granting of this pay.

Kim Vaughan
Tuscola County Board Chair

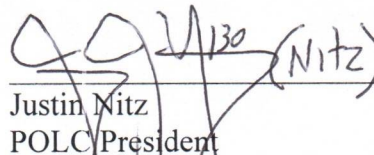
Date



Neil Hammerbacher
Controller/Administrator

6-5-2024

Date



Justin Nitz
POLC President

6-5-2024

Date

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

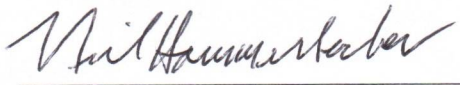
Telephone: 989-672-3700
Fax: 989-672-4011

As per our conversation on June 4, 2024, the Police Officers Association of Michigan agrees that as a onetime only non-precedence setting occurrence that Tuscola County will pay any employee, in this bargaining unit, that is scheduled to work and does work during the 24-hour timeframe on July 5th 1.5 times their normal rate of pay.

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Kim Vaughan
Tuscola County Board Chair

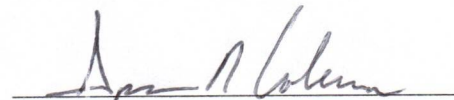
Date



Neil Hammerbacher
Controller/Administrator

6-5-2024

Date



Spencer Coleman
POAM Road Deputies President

6-5-2024

Date

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723


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Tuscola County Board Chair

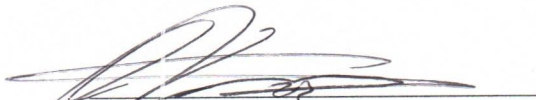
Date



Neil Hammerbacher
Controller/Administrator

6-5-2024

Date



Kyle Nordstrom
POAM Corrections President

6.5.24

Date

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

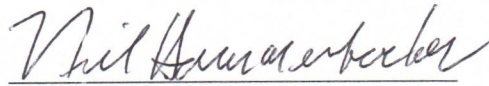
Telephone: 989-672-3700
Fax: 989-672-4011

As per our conversation on June 5, 2024, the American Federation of State, County, and Municipal Employees agrees that as a onetime only non-precedence setting occurrence that Tuscola County will pay any employee, in this bargaining unit, that is scheduled to work and does work during the 24-hour timeframe on July 5th 1.5 times their normal rate of pay.

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Kim Vaughan
Tuscola County Board Chair

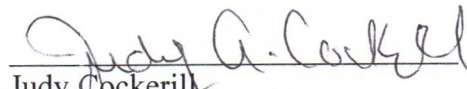
Date



Neil Hammerbacher
Controller/Administrator

Date

6-5-2024



Judy Cockerill
AFSCME President

Date

6-5-24

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

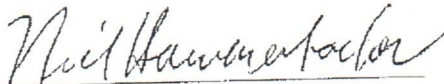
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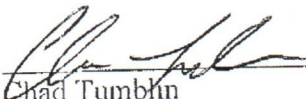
Kim Vaughan
Tuscola County Board Chair

Date



Neil Hammerbacher
Controller/Administrator

6-5-2024
Date



Chad Tumbin
POAM Central Dispatch President

6-6-2024
Date

AGREEMENT

BETWEEN THE

TUSCOLA COUNTY and TUSCOLA COUNTY SHERIFF

AND

POLICE OFFICERS LABOR COUNCIL

(Supervisory Unit)

January 1, 2024 through December 31, 2026

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LETTER OF UNDERSTANDING regarding College Credit Pay

AGREEMENT

This Agreement, entered into as of the 1st day of January 2024, between the Tuscola County Sheriff and Tuscola County (hereinafter collectively referred to as the “Employer”) and the Police Officers Labor Council (hereinafter referred to as the “Union”).

PURPOSE AND INTENT

It is recognized by both parties that the best interests of the County of Tuscola are of paramount concern and that any labor disputes between the Bargaining Unit and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement. The parties recognize that the interest of the community and the job security of the members of the Bargaining Unit depend upon the County’s success in establishing a proper service to the community.

RECOGNITION

Section 1.0. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act #379 of Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all fulltime employees of the Employer included in the Bargaining Unit described below:

All full time supervisory employees in the classifications of Detective-Sergeant, Road Patrol Sergeant, Lieutenant, Corrections Sergeant and Jail Administrator and Sheriff’s Secretary. **EXCLUDING:** All elected or appointed officials, all part-time employees, all non-supervisory employees below the rank of Sergeant (Road Patrol and Corrections), all other employees employed in or through the Sheriff Department, confidential employees (except Sheriff’s Secretary) and all other employees employed in or by the County of Tuscola.

The Employer will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization.

Section 1.1. Bargaining Unit Responsibilities. The Union agrees that its members will perform efficient services and use its best efforts to protect property and interest of the Employer and will cooperate with the Employer in performance of their duties.

REPRESENTATION

Section 2.0. Union Representatives. There shall be two (2) Union representatives chosen from among employees with one (1) or more years seniority in a manner to be determined by the Union. There shall be two (2) alternate Union representatives chosen from among employees with one (1) or more years’ seniority in a manner to be determined by the Union. The Union

representatives shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the Employer, the Union and the bargaining unit employees.

Section 2.1. Identification of Union Representatives. The Union shall designate to the Employer, in writing, the Union representatives and the Employer shall not be required to recognize or deal with any employee other than the ones so designated, except as provided by the Public Employees Relations Act (Act 336 of the Public Acts of 1947, as amended), specifically 17.455(11).

Section 2.2. Collective Bargaining Committee. The Union in contract negotiations may be represented by employees in the bargaining unit, not to exceed three (3), however, no more than two (2) shall be on duty and not more than two (2) POLC Representatives.

Section 2.3. Pay Allowance for Stewards. There shall be two (2) stewards and two (2) alternate stewards. The Employer will grant a necessary and reasonable amount of time off, not to exceed a total of eight (8) hours with pay per week, or such additional time as approved by the Sheriff or designee, during straight time working hours, to the stewards or alternates who must necessarily be present for direct participation in investigating grievances and grievance adjustments with management. Such steward shall first receive permission from their immediate supervisor to leave their work station and shall report back promptly when their part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject to disciplinary action. The Employer will pay them for any on duty time they spend in the arbitration procedure, or in proceedings, if any, that occur at any place other than on the Employer's premises, or that are conducted or attended by any governmental agency or agent.

Section 2.4. Union Conference Attendance. One duly elected Union representative shall be allowed one (1) day leave to attend the Police Officers Labor Council meeting each year. If that day was a regularly scheduled work day for said employee he shall be paid. To obtain the above mentioned leave day with pay, request for leave must be submitted in writing seven (7) days in advance showing location and duties of conventions or conferences.

Section 2.5. Special Conferences. In the interest of sound labor relations between the employees and the Employer, special conferences may be held by mutual consent, for the purpose of exchanging ideas and information. Arrangements for such conferences shall be handled by the Chairperson of the Union and the Employer or designee. Such a meeting shall be between no more than two (2) representatives of the Union and two (2) representatives of the Employer. Arrangements for such special conferences shall be in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. (Matters taken up in special conference shall be confined to those included in the agenda.)

Section 2.6. Union Access. Representatives of the Union may enter the Sheriff's Department for any proper Union business, provided they have secured prior permission of the Employer or designee. The employer shall grant permission to the Bargaining Unit representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

Section 3.0. Employment Not Contingent on Union Membership or Payment of Union Dues or Fees. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

Section 3.1. Payroll Deductions. Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in Section 3.2 below.

Section 3.2. Check-off. To the extent the laws of the State of Michigan permit, it is agreed that:

A. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

B. Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union. Previously signed and unrevoked written authorization shall continue to be effective as to current employees and as to reinstated employees.

C. The Employer will deduct current union dues or representation fees from the pay of all eligible employees for the first pay period ending in the calendar month.

D. The Employer will deduct from the pay of eligible employees in any month only the dues or representation fees incurred while an employee has been in the employ of the Employer and only such amount becoming due and payable in such month.

E. The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any

additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.

F. Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in this Section.

G. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Agreement.

H. All sums deducted by the Employer shall be remitted to the Secretary-Treasurer of the Union at the first pay period, not later than the fifteenth (15th) day of the calendar month in which such deductions are made.

I. In the event the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution and shall become effective upon the second pay period following satisfaction of the above requirement; provided that in the event a new written authorization from the employee is necessary that such authorization will be secured by the Union and presented to the Employer prior to the deduction of the newly certified amounts.

J. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

K. The Employer agrees that the Stewards may solicit the membership for monies and pass out membership cards while on duty. There shall be no interruption of departmental services.

L. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within three (3) calendar weeks after remittance is sent, of its belief, with reasons stated therefore, that remittance is incorrect.

Section 3.3. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action

taken or not taken by the Employer pursuant to Sections 3.0, 3.1 and/or 3.2.

Section 3.4. Union Membership. The Employer recognizes the right of the Union to solicit membership from the employees working in the bargaining unit. It is mutually agreed that neither the Employer nor the Union shall interfere with, restrain or coerce any employee in the exercise of their right to join, or refrain from joining the Union.

MANAGEMENT RIGHTS

Section 4.0. Management Rights. The Union recognizes and agrees that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer. It is agreed that other rights and responsibilities of the Employer including those delegated to the Sheriff by the Employer, are hereby recognized.

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitations, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to direct and control operations; to establish work rules; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary function of management.

The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine workloads; to establish and change work schedules; to provide and assign relief personnel.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitations, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section 4.1. Work Rules. The Employer reserves the right to publish and enforce work rules, policies, and regulations. However, the work rules will be in writing and posted for seven (7) days before they go into effect.

Section 4.2. Disciplinary Action. The right to discharge, suspend, or discipline employees shall remain at the sole discretion of the Employer, and except that no discharge or discipline shall be made without just cause. Discharge, suspension, or written discipline must be by proper written notice to the employee and the steward and the Employer shall cite specific charges against the employee. The degree or severity of discipline shall be at the discretion of the Employer but due consideration shall be given to a progressive degree of discipline and its reasonableness in view

of the offense.

Section 4.3. Disciplinary Procedures. The discharged or suspended or disciplined employee will be allowed to discuss the discharge, suspension, or discipline with a steward and the Employer will make available an area where the employee may do so before being required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge, suspension, or discipline with the employee and the steward of the Union. Should the discharged, suspended, or disciplined employee and the Union consider the discharge, suspension or discipline to be improper, a grievance may be presented in writing through the Union to the Employer. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than twelve (12) months previously unless related to the current charge or as provided by law.

Section 4.4. Suspension. In the event an employee is suspended, the employee shall be taken off the payroll. In all cases, officers relieved from duty shall immediately surrender their badge and departmental identification to the officer relieving them from duty. During such period of suspension, the officer may not wear the uniform of the Department and shall be liable for any violations of the rules and regulations of the Department. The employee may elect to continue insurance benefits under the group plan by filing a written election with the Employer's Personnel Office and paying the premium as directed. In the event a grievance had been filed and the employee prevails, the employee shall be reimbursed the premium paid. Discipline shall be used by the Department for any violation of the Employer's Department Rules and Regulations and any violation of this agreement.

Section 4.5. Inactivation. Inactivation means that an employee may be taken off active duty up to thirty (30) days. Inactivation may be used by the Department as a period of investigation. During this period, the employee will remain on the payroll. In the event inactivation lasts longer than one (1) week, the supervisor shall indicate the status of the investigation weekly to the employee.

Section 4.6. Investigation of Complaints. At any time a formal complaint is lodged against a member of the bargaining unit, the Sheriff shall advise the employee involved and furnish copies of the complaint to the employee and the Union Representative. Such reports shall include all charges and complaints involved and name or names of complainant and other information reported. In case discipline or investigation is started reference a written complaint and after the employee has been notified of the incident, the Employer shall indicate the status in writing bi-weekly and at the conclusion of the investigation to the employee and the Union. No disciplinary action shall be taken solely on the basis of an anonymous complaint.

GRIEVANCE PROCEDURE

Section 5.0. Definition of a Grievance. A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of the Union, or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of

insurance, unless the grievance is against the Employer.

Section 5.1. Grievance Procedure. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited. All grievances must be submitted on a grievance report form, signed, and dated by the aggrieved employee and a steward and naming the Sections that are being violated. All grievances must be filed within ten (10) calendar days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. All grievances must be filed within thirty (30) days, which pertain to rates of pay, after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step 1. Oral Procedure. Any employee having a complaint shall first take up the matter orally with their immediate supervisor. If no satisfactory answer or disposition is received within five (5) calendar days, the complaint may be advanced to Step 2.

Step 2. Written Procedure to Sheriff. The employee and/or representative shall within ten (10) calendar days after occurrence of the circumstance giving rise to the grievance, reduce the matter to written form stating all facts in detail and submit same to the Sheriff or designee. The Sheriff or designee shall meet with the employee and/or the representative if a meeting is requested to discuss the grievance. The Sheriff or designee shall, within five (5) calendar days, give a written answer in detail on all copies of the grievance form, returning two (2) copies to the representative or the employee.

Step 3. Written Procedure to Board of Commissioners. Failing to resolve the issue in the second step, the steward(s) shall state the reasons in writing why the answer of the Sheriff or designee in Step 2 was not satisfactory and shall then within five (5) calendar days of the Sheriff or designee's disposition contact the Employer and/or designated representative to arrange a meeting between the representative and the Employer or designated representative to discuss said grievance. This meeting shall be scheduled within ten (10) days, and the Employer shall have ten (10) days after the meeting to respond. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.

Section 5.2. Grievance Time Limits. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within time limits prescribed, or any extension which may be agreed to, shall be deemed granted to the employee, the time limit to run from the date when time for dispositions expired. Any grievance not carried to the next step by the Union within the prescribed time limits shall be automatically closed upon the basis of the last disposition.

Section 5.3. Disciplinary Grievances. If an employee is to be disciplined in any manner, the employee shall be entitled to the presence of a Union Steward. Any discipline that is to be affixed to the employee's personnel record, the employee and the Union shall be given written notification at the time of discipline issued, stating in detail the reason for such discipline, before said discipline may be entered into the record. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within ten (10) calendar days from the time of presentation of the notice to the steward and the employee.

Section 5.4. Back Wage Relief. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation, compensation received from the employer, and/or benefits received as fringe benefits under this contract.

Section 5.5. Arbitration. The Union may request arbitration of an unsettled grievance. The Union must notify the Employer in writing of such desire within thirty (30) calendar days of the day the written deposition was given under the last step of the grievance procedure provided for in this Agreement. In the event the Union should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

Section 5.6. Selection of Arbitrator. After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) calendar days or within a longer period if mutually agreed upon, either party may submit the matter to the Michigan Employment Relations Commission, requesting that an arbitrator be selected with assistance and under the rules of the Michigan Employment Relations Commission.

Section 5.7. Arbitrator's Powers and Jurisdiction. The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or could have been made the subject of discussions. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretations or applications of the matters which are specifically covered in this Agreement and which are not excluded from arbitration. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement. The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute. In the event a case is appealed to an arbitrator and the arbitrator finds no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based on other extra contract matters not specifically incorporated in this Agreement.

Section 5.8. Arbitration Costs. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 5.9. Arbitrator's Decision. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all the bargaining unit employees and on the Employers.

Section 5.10. Time Limits. Time limits shall exclude Saturdays, Sundays and Holidays, and such other days as the county offices are closed.

Section 5.11. Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required, not later than Step 3 of the Grievance Procedure, to elect in writing either the Grievance Procedure or their statutory remedy as their single means of challenging the Employer's determination. If the employee elects to pursue their statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

WORK STOPPAGES AND ILLEGAL ACTIONS

Section 6.0. No Work Restriction Pledge. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to public health, safety, and welfare. The Union, therefore, agrees until the termination of this Agreement, that there shall be no interruption of these services, for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the County, as long as this contract is in force.

Section 6.1. No Lockout. The Employer will not lock out employees during the term of this Agreement.

Section 6.2. Bargaining During Work Restriction. The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, slowdown of work or restriction of production or interference with the operations of the Employer, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

Section 6.3. Affirmative Action. In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents, and shift representative shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Employer. The Union agrees further to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer and the employees involved, declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

SENIORITY

Section 7.0. Seniority. Seniority shall be defined as the length of an employee's continuous service with the Tuscola County Sheriff's Department since the employee's last date of hire. Classification seniority shall be defined as the length of an employee's continuous service in classification covered by this Agreement. Seniority and classification seniority shall entitle an employee only to such rights as are expressly provided for in this Agreement.

Section 7.1. Probationary Period. All promoted employees shall be on a promotional probation of twelve (12) months immediately following promotion. During such probationary period, the Sheriff may return the employee to their former rank or the employee may on their own volition request in writing to be relieved of their new rank and be returned to their former rank.

Section 7.2. Seniority List. The Employer agrees to post and update semi-annually a seniority list by classification seniority and seniority. An employee's standing on the published list will be final unless protested to the Employer's personnel office after the list has been posted on the Employer's bulletin board.

Section 7.3. Seniority of Temporary Employees. An employee who is hired for only a limited period of time to substitute for one (1) or more permanent full-time employees during their absence or is hired for a job which is of limited duration, and who is so informed at the time they are hired shall be considered a temporary employee. The employee shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts.

Section 7.4. Seniority While on Leave of Absence. Seniority and classification seniority does not accumulate when an employee is off work for more than thirty (30) calendar days, unless the time off is on vacation, workers' compensation leave, military training or emergency duty leave, FMLA leave, funeral leave, paid sick leave or jury duty leave.

Section 7.5. Loss of Seniority. An employee's seniority, classification seniority and employment shall terminate if:

- A. The employee quits, or

- B. The employee is discharged, or
- C. The employee fails to return to work within seven (7) working days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the employer's records. It shall be the responsibility of the employee to provide the Employer with a current address, or
- D. The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, or
- E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, or
- F. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence, or
- G. A settlement with the employee has been made for a total disability, or
- H. The employee is retired,
- I. The employee is laid off or has not, for any reason, worked for the employer for a continuous period exceeding the length of their employment or eighteen (18) calendar months whichever occurs sooner, or
- J. The employee falsifies pertinent information on their application for employment,
or
- K. The employee is employed by another employer and their outside employment conflicts with the Agreement (the employee may hold more than one regular job wherein they are employed by another employer to exercise skills similar to those exercised for the Employer as long as their employment is not in conflict with this Agreement), or
- L. The employee accepts employment elsewhere when on leave of absence, or is self-employed for the purpose of making a profit, after a leave of absence is granted; however, the Employer may waive this requirement, or
- M. The employee is convicted of any criminal offense resulting in over ninety (90) days imprisonment, reckless use of a firearm or vehicle, or
- N. The employee is convicted of any felony, Circuit Court misdemeanor or high misdemeanor, or
- O. The employee is declared mentally incompetent by Probate Court, or

P. The employee is using the equipment of the Employer or is in a uniform that is furnished by the Employer when working for another employer, unless authorized by the Sheriff or designee.

Section 7.6. Seniority Retention after Transfer. Any employee covered by this Agreement or who would have been covered by this Agreement if not transferred, who is transferred from a classification covered by this agreement to a supervisory or other position within the Sheriff Department which is not included within this Agreement shall retain their seniority as of the date of such transfer or promotion, and shall continue to accumulate additional seniority in the collective bargaining unit, except while in a non-bargaining unit position. In case of voluntary demotion, or involuntary demotion due to lack of work, or elimination of said position, said employee may return to this collective bargaining unit with full seniority benefits.

LAYOFF AND RECALL

Section 8.0. Layoff. Layoff of employees shall be by department wide seniority and the following order shall be followed, provided that the employees who remain are capable of performing the work available:

- A. Part-time, temporary and reserve
- B. Probationary full-time employees
- C. Full-time seniority employees shall be laid off in inverse order of departmental seniority.

An employee who is to be laid off shall receive written notice at least fourteen (14) days in advance of the date on which the layoff is to take effect, except as applicable under the disciplinary provision.

Section 8.1. Recall. A laid-off seniority employee, if recalled to a job similar from which they were laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge. The order of recalling laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff. Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall contact the Employer within three (3) consecutive days from the date of delivery of a recall notice and return to work within seven (7) calendar days, or their employment shall be terminated without recourse to this Agreement unless the time is extended by the Employer.

HOURS OF WORK

Section 9.0. Workday. The normal workday for regular full-time employees shall be eight (8), ten (10) or twelve (12) hours including a thirty (30) minute lunch period and including two fifteen-minute paid breaks which is part of the employee's work day with the employee being still on duty, subject to call in. The work period shall be a period of fourteen consecutive days which coincides with the two week pay period utilized by the County. The normal work schedule

for regular full-time employees shall normally consist of eighty (80) hours in a fourteen day work period. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week, or pay per day, or pay per week. An employee's thirty (30) minute lunch period is part of their workday and the employee is still on duty, subject to call. The lunch period shall be taken when convenient with the employee's work schedule and shall be subservient thereto. Nothing shall restrict the Employer from scheduling overtime and employees shall be required to work such overtime unless excused for satisfactory reasons. The starting and quitting time of each shift shall be established by the Employer as required to meet operating schedules.

Section 9.1. Work Schedule. Schedules for full-time employees shall be posted a minimum of sixty (60) calendar days in advance. Shift schedules shall be of six (6) months duration. The Employer reserves the right to reassign an employee to another shift upon seven (7) calendar days' notice, except in the case of an emergency (as defined in Webster's Dictionary) when the Employer may reassign in less time.

Section 9.2. Shift Preference and Refusal Hours Reset. A shift preference shall be established by seniority within the job assignment designated by the Sheriff. Shift preference pick shall be made within two (2) weeks prior to posting of the new six (6) month schedule. Changes required after the posting of a schedule will not be open for re-bid. Changes required after the posting of a schedule shall be filled with the lowest seniority employee within that classification provided such employee is qualified for that position. Overtime refusal hours, as referenced in Sections 9.6 and 9.7, will be reset to zero for all bargaining unit employees at the same time each six (6) month schedule is established.

Section 9.3. Weekends. Every employee shall have at least four (4) weekends off each calendar year commencing January 1, 1990. A weekend shall be defined as Saturday and Sunday. This contract right shall supersede seniority rights to shift preference and job assignment.

Section 9.4. Shift Hours. The Employer reserves the right to change the shift hours upon seven (7) calendar days' personal notice or by telephone or verbal. Any change less than seven (7) calendar days' notice must have the employee's approval, except in the case of an emergency, if and when it might become necessary to maintain continuity of public safety.

Section 9.5. Overtime Assignment. Overtime hours shall be equalized as much as possible throughout the Department on the basis of seniority and job assignment. An up-to-date list showing overtime hours will be posted monthly in a prominent place. Whenever overtime is required, the person with the least number of overtime hours in that job assignment with at least ninety (90) days seniority, will be called first and so on down in an attempt to equalize the overtime hours. An employee who refuses a call-in on a given calendar day will be charged the hours for that call-in. Management has the option, and may call the employee for other shifts open and available for the same calendar day. Any additional call-in on that same day will not be charged as additional refusal time. Further, the Sheriff reserved the right to require employees to work overtime. For the purpose of this clause, time not worked because the employee did not choose to work will be charged to that employee in the amount of hours of the employee working during that period, unless the employee has worked at least three (3) hours

overtime in addition to a regular shift within the previous twenty-four (24) hours, prior to the commencement of the requested overtime period. Hours will be averaged regardless of vacation, comp days, sick days, injury days or personal days. Newly hired employees shall be assigned the average accumulated number of overtime hours within their classification upon their starting date.

Section 9.6. Refusal of Overtime Hours. Once an employee refuses overtime hours offered on a specific date, the Employer shall not be required to offer any subsequent overtime on the same date to that employee.

Section 9.7. Required Overtime. When the Employer has complied with Section 9.5, the Employer shall have the right to force overtime by going to employee with the least total overtime hours in the job assignment needed to get the number of personnel required.

Section 9.8. Absenteeism. Due to the importance of continuity of public safety, it is necessary that employees work their scheduled working hours according to the schedule prepared by the Employer.

Section 9.9 Inclement Weather. When County Offices have to be closed due to inclement weather, employees under this collective bargaining agreement shall be paid 2 and 1/2 times their regular rate of pay for each hour worked on such days

TRANSFERS

Section 10.0. Promotional Testing. The following promotional procedure will be adhered to for all promotions within Unit II of the Tuscola County Sheriff s Department:

A. Vacancy - Posting – Application: Whenever a vacancy occurs in this unit and the Employer deems it necessary to fill said vacancy, the position shall be posted at the jail for a minimum of thirty (30) days prior to the examination date. Applications for the position shall be delivered to the Sheriff or Undersheriff no later than fifteen (15) days after the date of posting. The number of applicants shall remain confidential until the posting period is complete.

B. Probationary Period: All promoted employees shall be on probation for a period of twelve (12) months immediately following promotion. During such probationary period, the Sheriff may return the employee to their former rank or the officer may on their own volition, request in writing to be relieved of their new rank and be returned to their former rank.

C. Written Examination:

1. Eligible applicants shall be required to take a written examination. The score each applicant receives will be used as sixty percent (60%) of their total promotional score.

2. The objective of the examination shall be to test the candidates:

a. Depth of understanding the specific duties and responsibilities of

the position being sought.

b. Depth of knowledge and application of supervisory skills.

c. Depth of knowledge and application of law enforcement and/or corrections skills.

D. The examination will place emphasis on, but not necessarily be limited to:

1. Policy and procedure,
2. Criminal law and procedure,
3. Criminal investigation,
4. Supervisory skills and knowledge,
5. First aid,
6. Motor vehicle regulations,
7. A broad, thorough, general working knowledge of the Department and the County of Tuscola.

E. Each employee shall have the right to review their written examination.

F. Oral Interview: An oral interview will be conducted with each person taking the written exam. The score of the oral interview will account for forty percent (40%) of the total promotional score. The oral board shall consist of three (3) individuals selected by the Sheriff. If the board member(s) are from within the department, they shall be of the rank or above that being appointed.

G. Seniority Points: One (1) point shall be added to each applicant's score for each two (2) years of seniority or a fraction thereof not to exceed a total of five (5) points.

H. Filling Vacancy: The three (3) applicants receiving the highest combined ratings, or in the event of a tie, the applicants with the three (3) highest ratings shall be notified that they have been selected for consideration by the Sheriff for promotion. The names of the selected applicants will be posted at the Jail. The Sheriff shall fill the vacancy from the three (3) applicants submitted to him for promotion.

I. Promotional List: The promotional list shall be valid for a period of one (1) year from the date of its creation, and in the event another promotion to the same classification becomes available within the Department, within that one year period, selection shall be made from the remaining two (2) applicants submitted to the Sheriff for promotion. That procedure shall follow until one (1) year lapses from the original appointment, and the promotional procedure shall not be reinstated until the facts outlined in paragraph I above reoccur.

J. Right to Decline Promotions: A candidate may ask not be promoted to a current vacancy. The candidate's name will remain on the eligibility list for the remaining effective period. The candidate will be considered for promotion to any subsequent vacancies without penalty or loss of position on the promotional list.

K. Three (3) applicants or less. Regardless of the above, should there be three (3) or

less applicants for a vacancy, the Sheriff may fill the vacancy from the applicants submitted for promotion without the necessity of a written examination, oral interview or seniority points consideration.

L. Promotion to Lieutenant. In order to be eligible for promotion to Lieutenant, the employee must have a minimum of four (4) years as a Correction's Sergeant, Uniformed Sergeant or Detective Sergeant within this bargaining unit.

In order to be eligible for promotion to Lieutenant/Uniformed Commander, the employee must have a minimum of four (4) years and be currently assigned in the Bargaining Unit as a Uniformed Sergeant or Detective Sergeant.

In order to be eligible for promotion to Lieutenant/Jail Administrator, the employee must have a minimum of four (4) years and be currently assigned in the Bargaining Unit as a Corrections Sergeant.”

Section 10.1. Pay Upon Promotion. When an employee is permanently promoted to a position in a higher classification, the employee's pay shall be increased to the step on the higher classification that gives a minimum of 50 cents an hour pay raise. On a promotion, if there are no rates above, the employee would receive the same rate of pay.

Section 10.2. Pay Upon Demotion. In application to the pay scale only, if an employee is permanently demoted to a position in a lower classification, the employee's pay shall be decreased to the step on the lower classification pay scale immediately below their present pay rate.

Section 10.3. Training Upon Transfer. When employees are transferred from one classification to another, the Employer shall provide training for said employee before the transfer is made, except in the case of an emergency situation.

LEAVES OF ABSENCE

Section 11.0. Unpaid Leave of Absence. A leave of absence without pay, is a written authorized absence from work for a definite period of time without pay and with no accumulation of seniority. A request for a leave of absence without pay shall be made by an employee in writing and shall state the reason for such leave upon the application. Only a permanent full-time employee who has worked continuously for the Employer for one year or more may be granted a leave of absence.

A. Leaves requested due to personal illness or illness in the immediate family must be accompanied by a medical doctor's certificate, certifying that the employee or the immediate family member is unable to work or needs personal attention and reason therefore, a request for a personal illness leave or a leave because of the illness in the immediate family shall be granted.

B. No leave in excess of six (6) calendar months shall be granted, however, leaves may be renewed at the discretion of the Employer.

C. All leave requests shall state the exact date on which the employee desires to begin the leave and the exact date on which the employee is to return to work.

D. If an employee uses a leave of absence for a reason other than stated in their request, the employee shall be terminated from their job without recourse.

E. Failure to return to work within three (3) days of the exact date scheduled for return shall be cause for termination at the sole discretion of the Employer.

F. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without permission while on a leave of absence shall result in the employee being terminated from their job without recourse.

G. An employee who wishes to return to work prior to the expiration of their leave shall give the Employer two weeks written notice of the date they wish to commence work.

H. Time absent on unpaid leave shall not be counted as time at work for any purpose.

Upon return of an employee from a leave of absence, they shall be re-employed in the same position within the department or a position generally similar to that which they did last, if available, at the prevailing rate of pay for that classification.

Section 11.1. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 11.2. Funeral Leave. A full time employee shall be granted up to three consecutive work days of leave to attend the funeral in the event that a death occurs in the employee's immediate family one day of which must be the day of the funeral unless it is a pass day. In the event that a memorial service is held at a time not contiguous with the time of death, one of the days may be reserved to attend the memorial service. Immediate family to mean spouse, mother, father, children, mother-in-law, father-in-law, brother, sister, grandparents, stepparent, step-children, dependents within the household, and grand-children. A full time employee shall be granted leave on the day of the funeral of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law or to serve as a pallbearer. Employees shall notify the Sheriff or designee by telephone of a death and the anticipated length of their leave. An additional two (2) consecutive work days of leave shall be granted for a death to an employee's spouse or children. Full time employees who lose time from their regularly scheduled hours shall receive pay at their regular straight time rate of pay for all hours lost as a result of the funeral leave, provided that no pay will be made to an employee who does not attend the funeral. Additional time may be authorized by the Sheriff, but pay for that additional time is to be charged to personal leave or vacation.

Section 11.3. Paid Sick Leave. During the term of this Agreement full-time employees covered by this Agreement shall be entitled to paid sick leave in accordance with the following schedule and in accordance with the following conditions:

A. An employee shall earn and be credited with eight (8) hours for each month actually worked and not to exceed ninety-six (96) hours per year. Sick days shall be banked for future use for legitimate sick claims. Sick day accumulation shall be unlimited, effective July 1, 1981.

B. Sick leave pay shall be granted for absences due to a qualifying reason under Michigan's Paid Medical Leave Act, MCL 408.964, as amended.

C. An employee making claim for sick leave pay, which the Employer considers excessive or abusive, will be required to take a physical examination, by a physician of the Employer's choice without cost to the employee, to determine the physical fitness of the employee to perform their duties.

D. Part-time employees may be eligible for sick leave pay if required under Michigan's Paid Medical Leave Act, MCL 408.964, as amended.

E. Absence for a fraction or a part of the day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) hour.

F. **Sick Leave Payoff on resignation.** Non-probationary employees who voluntarily resign their employment without disciplinary action pending shall have all accrued but unused sick leave hours up to 960 multiplied by the employee's straight time rate of pay and 25% of that amount shall be paid to the employee.

G. **Sick Leave Payoff upon Retirement or Death.** Employees who retire under the County's retirement plan with less than twenty (20) years of County service shall have all accrued but unused sick leave hours up to 960 multiplied by the employee's straight time rate of pay and 50% of that amount shall be paid to the employee. Employees who retire under the County's retirement plan with twenty (20) or more years of County service shall have all accrued but unused sick leave hours up to 960 multiplied by the employee's straight time rate of pay and 100% of that amount shall be paid to the employee. (Retirement shall be defined as an employee being eligible to receive retirement under Michigan Municipal Employees Retirement System). Upon the death of an employee, all accrued but unused sick leave hours up to 960 hours shall be multiplied by the deceased employee's straight time rate of pay and 100% of that amount shall be paid to their designated beneficiary.

H. **Use of Paid Sick Leave.** Any employee absent three (3) consecutive workdays due to claimed illness, shall, upon the Employer's request, furnish a medical doctor's statement of incapacity to work. Such employee shall have no less than three (3) days from such request to furnish documentation. Employees absent from work due to claimed illness or otherwise shall

inform the Employer of such absence by telephone one (1) hour prior to starting time, except in case of emergency.

Section 11.4. Medical Dispute. In the event of a dispute involving an employee's physical or mental ability to perform their job and the Employer or the Sheriff is not satisfied with the determination of the treating physician, the Employer may submit a report from a medical doctor of their choosing and at their expense. If the dispute still exists, at the request of the Union, the employee's doctor and the Employer's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee. The expense of the report of the third party shall be borne equally by the Employer and the employee. The employee shall arrange to be available to the Employer's physician for examination at a time set by the physician.

Section 11.5. Jury Duty Leave. Employees shall be paid for each day partially or wholly spent in performing jury duty if scheduled to work. Such employees shall be paid at their regular rate for such days. If an employee is excused from jury duty on any scheduled workday and has been in court less than two (2) hours of their scheduled workday they shall be required to report for work. In consideration of receiving their regular pay, employees shall assign to the Employer all other remuneration received for jury duty during the same period, except mileage.

Section 11.6. Personal Business Day. Full-time employees will be given three (3) days of personal business time per year without loss of pay. A day will be either 8, 10 or 12 hours, depending upon the regular schedule being worked by the employee at the time the personal business day is taken. Personal business time shall be arranged and approved by the Employer. Application for personal business days must be made to the Employer two (2) days in advance. The provisions of this section notwithstanding, Command Officers who are working eight (8) hour shifts will be provided with four (4) paid personal days each year instead of three (3) per year as long as there are Command Officers working twelve (12) hour shifts.

Section 11.7. Workers Compensation Coverage. All employees shall be covered by the applicable Workers' Compensation law. Any employee who receives a work related illness or injury during the course of their duties shall immediately report said injury or illness to their immediate supervisor. If necessary, said employee shall report to a physician. In addition to the Worker's Compensation payment, the Employer agrees that the employee may use their accumulated sick leave. For each three (3) days paid from Workers Compensation, the employee may use one (1) sick day or vacation day until such days are exhausted. Then the Employer shall have no more obligation to supplement the employee's Workers Compensation pay. In using sick leave and/or vacation days in this way, time paid will not be counted as hours worked for the purpose of retirement benefits, unless the law provides otherwise.

VACATIONS

Section 12.0. Vacation Allowance. Since the hazardous duties and responsibilities of a police force are unrelated to length of service and the beginning police officer experiences weariness along with loss of attention to duties, without proper vacation leave, all full-time employees will be granted vacation leave in accordance with the following schedule:

On completion of one (1) year to three (3) years = eighty (80) hours.
Over three (3) years, ninety six (96) hours.
Over seven (7) years, one hundred twenty eight (128) hours.
Over ten (10) or more years = one hundred sixty (160) hours.

Employees may accrue up to one-half (1/2) of their annual earned vacation to carry over from one year to the next.

Section 12.1. Vacation Eligibility. An approved vacation leave of absence will not be counted as a break in the employee's service record when determining vacation allowance under the progressive vacation plan.

Section 12.2. Vacation Pay. Vacation pay shall be computed at the employee's present rate of pay and a full day of vacation shall be paid for at the rate of eight (8), ten (10) or twelve (12) hours of pay as scheduled.

Section 12.3. Vacation Scheduling. An employee may take vacation at any time in the course of the year. All employees may take their vacation in at least one (1) or more hour increments as requested by the employee on approval of the Sheriff or designee. Vacation leaves shall be granted by the Employer and such vacations will be granted at such times as they least interfere with the efficient operation of the department and including consideration of the availability and number of employees who are able to work at any particular time. Officers are granted vacation in accordance with seniority throughout the department. Vacations shall not be denied due to a layoff in the work force.

Section 12.4. Benefits on Termination. Any employee entitled to vacation leave who terminates service from the Department shall receive earned vacation pay upon leaving.

HOLIDAYS

Section 13.0. Holidays. The following are holidays for full-time employees:

January 1, New Year's Day
Third Monday in January, Martin Luther King Day
Third Monday of February, President's Day
Good Friday
Last Monday of May, Memorial or Decoration Day
June 19, Juneteenth
July 4, Independence Day
First Monday of September, Labor Day
November 11, Veterans Day
Fourth Thursday of November, Thanksgiving Day
Friday after Thanksgiving
December 24, Christmas Eve Day
December 25, Christmas Day
December 31, New Year's Eve Day

Employees who terminate employment will not receive pay for holidays occurring after the last day worked.

Section 13.1. Unworked Holiday Pay. Bargaining unit members shall be paid for eight (8) hours at their regular rate of pay for each of the specified holidays for which they do not work. In lieu of said holiday pay the employee shall receive eight (8) hours compensatory time off if the employee so requests. Said request is to be given within the pay period in which the holiday falls, in the event an employee does not elect to receive pay for such holiday, compensatory time off must be taken within twelve (12) months of said holiday.

Section 13.2. Worked Holiday Premium Pay. All employees of the bargaining unit shall, at the option of the employee, receive either two and one-half (1/2) times their regular rate of pay for each hour worked on a holiday or one and one-half (1/2) times their regular rate of pay for each hour worked on a holiday and compensatory time off equal to the number of hours actually worked on the holiday. The employee shall make his or her election within the pay period in which the holiday falls, and compensatory time off granted under this section must be taken within twelve (12) months of said holiday.

Section 13.3. Holiday Eligibility. To be eligible for unworked holiday pay, an employee must work their last scheduled day before the holiday, and their first scheduled day after the holiday. Notwithstanding the foregoing, employees that utilize sick leave for the employee's own illness on either the last scheduled day before or first scheduled day after a holiday (but not both) shall receive holiday pay. Holidays occurring during leaves, layoff, bereavement leave, sick leave, or maternity leave are not compensable. When an employee agrees to work on one of the herein before designated holidays, or the day observed in lieu thereof, if any, and does not work as agreed, they shall not receive the pay for such holiday. Employees scheduled to work on one of the herein before designated holidays, or the day observed in lieu thereof, if any, who do not work shall not receive holiday pay.

Section 13.4. Holiday During Vacation. When a holiday is observed by the Employer during an employee's scheduled vacation, the vacation may be extended one (1) day continuous with the vacation.

Section 13.5. Employees Called to Work a Holiday on Scheduled Day Off. If an employee's scheduled day off falls on a specified holiday and the employee is requested to work by the Employer and works that holiday, the employee shall receive Unworked Holiday Pay as set forth in Section 13.1 and shall be compensated pursuant to Section 13.2 for actual hours worked on the holiday.

Section 13.6. Holiday Compensatory Time Usage. Holiday compensatory time may be used at a time mutually agreeable to the employee and the County. During the first pay period in November, the County will pay employees for all unused holiday time that has not been scheduled to be used by December 31 of that same year.

WAGES AND PREMIUM PAY

Section 14.0. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A, attached hereto and made a part hereof, and as set forth in this Section. Employees who have ten (10) or more years of continuous service with the Tuscola County Sheriff's Department since the employee's last date of hire shall have their rate of pay increased by one percent (1%) over their wage as established in Appendix A. Employees who have fifteen (15) or more years of continuous service with the Tuscola County Sheriff's Department since the employee's last date of hire shall have their rate of pay increased by two percent (3%) over their wage as established in Appendix A. Employees who have twenty (20) or more years of continuous service with the Tuscola County Sheriff's Department since the employee's last date of hire shall have their rate of pay increased by four percent (5%) over their wage as established in Appendix A. The wage enhancements outlined in this Section shall not be "stacked" or "pyramided."

Section 14.1. New Jobs. Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have twenty (20) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be agreed to. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate after MERC mediation, the Employer may implement its last best offer.

Section 14.2. Overtime Premium Pay. Time and one-half (1½) the employee's regular straight time rate of pay shall be paid for all hours actually worked in excess of eighty (80) hours in a fourteen (14) day work period or in excess of the number of hours in their regularly scheduled workday. For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation and all hours actually worked. Full-time officers will be given preference if overtime is involved. If personal time off the job without pay is involved, overtime shall not commence until this time is made up.

Section 14.3. Compensatory Time. Employees shall be eligible to accrue compensatory time in lieu of overtime premium pay in a bank capped at 40 hours. Compensatory time banks shall be paid out upon separation for any reason.

Section 14.4. Court Pay. Court pay will be paid for two (2) hour minimum at the rate of time and one-half.

Section 14.5. Call-in and Reporting Pay. In addition to Court time, a minimum of two (2) hours call-in time will be paid to all full-time employees for all call-ins, regardless of the reason of call-in (corrections officer, breathalyzer operator, off-duty obtaining of warrants, re-exams, implied consent hearing, etc.) at the rate of time and one-half regular pay rate.

Section 14.6. Travel Reimbursement. If travel time is involved out of the county, and the employee is required to furnish their own transportation, they shall be reimbursed at the existing

approved county mileage rate.

Section 14.7. Departmental Meetings. When an employee is off duty and is ordered by the Sheriff to attend departmental meetings whether these meetings are held locally or otherwise, the employee shall be compensated at one and one half (1-1/2) times the employee's normal rate of pay for actual hours spent.

Section 14.8. College Incentive Program. Full-time employees who have earned a B.S. Degree in Criminal Justice or a Bachelor's Degree directly related to their assigned duties shall have an additional \$.50 (cents) added to their base rate of pay. Full-time employees who have earned an Associate's Degree in Criminal Justice or an Associate's Degree directly related to their assigned duties shall have an additional \$.25 (cents) added to their base rate of pay. Current employees who are paid at a higher college incentive pay will not be reduced.

Section 14.9. Shift Premium. A shift premium of Fifty Cents (\$.50) per hour shall be paid to employees for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.

Section 14.10. Pyramiding. Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hours worked.

Section 14.11. Voluntary Deductions. The Employer shall deduct from an employee's wages contributions to a savings account as directed, in writing by the employee, to the Employer's Personnel Department. Such contributions shall be deposited by the Employer to the credit of the employee with a single financial institution as selected by the local P.O.L.C. Unit.

INSURANCE

Section 15.0. Medical and Dental Insurance. The Employer will provide at its cost a group health care and dental plan covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. The Employer-provided plan shall be Simply Blue Option 1 (as further described in Appendix B). Should the Employer-provided plan exceed the "hard caps" established by Public Act 152 of 2011 for 2025 or 2026, then Employer and Union agree to meet and confer for the sole purpose of identifying an alternative base Employer-provided plan for which plan costs would remain under the then-current "hard caps."

The health care plan will allow employees to purchase other health care plans by paying 100% through payroll deduction of the difference between the cost of such other health care plan and the health care plan then being provided by the Employer. The description of the health care plans are set forth on Appendix B. The specific terms and conditions of the health care plan are set forth in the master policy.

Regular full-time employees are eligible to participate in the health care plan no earlier than the first (1st) day of the premium (plan) month following thirty (30) calendar days of employment with the Employer in a regular full-time position.

The Employer-provided plan shall include an online (virtual) visit option for medical health.

This service will be governed by applicable rules and procedures established by the plan. The Employee co-pay for online (virtual) medical visits will be set at zero. However, Employer shall have the discretion to cease offering this online (virtual) option for medical visits, or increase the Employee co-pay to no more than \$20 per visit, beginning with the 2025 Plan Year if Employer determines that utilization of this option has unduly impacted health care costs counted towards the “hard caps” established by Public Act 152 of 2011.

Section 15.1. Vision Insurance. The Employer will make available a group vision insurance program covering certain vision care expenses for participating employees and their eligible dependents. The insurance program will provide the coverage set forth on Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

During the term of this Agreement, the Employer agrees to pay for single subscriber, two person and family coverage for eligible full-time employees who elect to participate in the group vision insurance plan. The Employer’s obligation shall be limited to these amounts.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following thirty (30) days of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall complete the applicable forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 15.2. Life Insurance. Life Insurance in the amount of \$50,000.00 for full-time employees shall be fully paid by the Employer. (See Human Resources Office for details).

Section 15.3. Long Term and Short Term Disability Insurance. The Employer currently provides short term disability insurance coverage, which pays benefits in the amount of 66.7% of an employee’s base gross wages for a period not to exceed twenty-four (24) weeks after the two (2) week waiting period. The Employer currently provides long term disability insurance coverage which pays benefits in the amount of 60% of any employee’s base gross wage upon expiration of short term disability benefits. The specific terms and conditions governing short term and long term disability insurance coverage, including requirements for approval of claims and for healthcare provider certification, are set forth in detail in the applicable policies. An employee shall not be entitled to any other compensation from the Employer when they are receiving disability insurance compensation.

Section 15.4. Liability Insurance. Police officer’s professional liability insurance shall be maintained by the Employer for the benefit of the employee, protecting the employee for acts allegedly committed during the course of employment and within the scope of their authority.

Section 15.5. Insurance Carrier. The Employer shall select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. All benefits shall be subject to standard provisions set forth in the policy or policies.

Section 15.6. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences; provided, however, that employees on a family and medical leave of absence shall continue to be eligible for Employer-paid insurance for the period of their family and medical leave on the same terms that would exist if they were not on the leave. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury during the period of their workers compensation leave.

Section 15.7. Employees Not Needing Health or Dental Coverage/Insurance. Employees who have health care coverage/insurance through a plan under another employer and elect to drop out of the Employer's health care plan shall be eligible to receive \$1200 per year in lieu of health care coverage/insurance. Employees who have dental care insurance through a plan under another employer and elect to drop out of the Employer's dental care plan shall be eligible to receive \$800 per year in lieu of dental care insurance. These amounts will be paid in twenty-six (26) equal payments. Employees electing to opt out of the health insurance program must present proof of other coverage/insurance. This election shall be made on an annual basis during the open enrollment period and shall be effective for the next full insurance year. In the event that an employee loses coverage under the plan with the other employer, they shall be returned to coverage under the Employer's Plan as soon as possible. This payment is not available to County employees who are married to another County employee or are married to an employee of another County affiliated entity which participates in the County health care plan.

Section 15.8. Duplication of Benefits. The Employer shall have no obligation to duplicate any benefit any employee received under any other policy, excluding life insurance, with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee, other than coverage provided by the Employer herein.

Section 15.9. Governmental Programs. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

Section 15.10. Benefits for New Employees. Except as otherwise specified herein, all other benefits for eligible new employees will become effective when they attain seniority.

Section 15.11. Benefits Upon Leave of Absence. As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee to submit to a physical examination in order to verify the employee’s ability to return to full-time work.

Section 15.12. Retiree Health Insurance. The Employer shall allow retired employees to participate in the group health insurance program, provided the employee has been a subscriber of the health insurance program prior to retirement and pays one hundred two (102%) per cent of the premium. Payment must be paid one month in advance by the tenth (10th) of the month preceding month of coverage. For purposes of this section, retirement means eligibility for an immediate retirement allowance from MERS and does not include separations under circumstances that will allow the employee to collect a deferred, vested retirement allowance from MERS at a later date.

Section 15.13. Flexible Spending Account. The Employer offers a Flexible Spending Account maximum contribution of \$2,800.00 per annum for each employee, \$550.00 of which may be rolled over to the next year. The specific terms and conditions governing the flexible spending account are set forth in detail in the plan documents.

RETIREMENT

Section 16.0. Retirement. The program of benefits provided for in Plan B-4 with the F50(25) rider of the Municipal Employees’ Retirement System of Michigan shall be in effect for employees covered by this Agreement. Under this plan, employees contribute four and seven tenths percent (4.70%) of their gross pay to the retirement system. The specific terms and conditions of the retirement plan are controlled by the statutes and regulations establishing the Municipal Employees’ Retirement System of Michigan and its Municipal Employees’ Retirement System of Michigan Plan Document.

For full time employees hired after 1/1/2016: Defined Contribution Plan (401A) with the Michigan Municipal Employees’ Retirement System (MERS). The DC plan employee/employer contributions, and vesting schedule are as follows:

Employee Contribution	Employer Contribution
0% - 4%	4%
5%	4.50%
6%	5%

Graded Vesting	
25% Vesting	after completing 3 years of service
50% Vesting	after completing 4 years of service
75% Vesting	after completing 5 years of service
100% Vesting	after completing 6 years of service
Automatic Vesting at age 60	

In order to be paid a retirement allowance from MERS, an employee must meet the age and service requirements established by MERS and there must have been a bona fide termination of the employment relationship between the County as an employer and the individual as an employee. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees' Retirement System and the MERS Plan Document.

New employees promoted into the Supervisory Unit beginning 1/1/2011 and thereafter will be covered by the terms of the retirement provisions of the bargaining unit they were promoted from rather than those same provisions in this Agreement.

Section 16.1. Military Service Purchase. The Employer by a resolution shall approve all pending and future requests by employees to purchase prior military service credit provided that the employee so requesting meets all the conditions and requirements of the Retirement System, and deposits in the Employer's account with the Municipal Employees Retirement System, the amount calculated by the Retirement Office and identified as the employer cost so that the unfunded accrued liability of the County is not increased as a result of the crediting of such prior military service, and shall have ten (10) years of Service with MERS to receive military service credit and said military credit shall not exceed five (5) years. Also, other military service credit provisions as defined by Act 247 of 1984 shall apply.

Section 16.2. Deferred Compensation. The Employer shall provide and administer a 457 Retirement Plan for benefit of the employee. For employees participating in the Defined Contribution Plan (401A) with MERS, Employer will contribute 4% of base pay to the 457

Retirement Plan provided the employee contributes at least 2% of base pay to the Plan. For employees participating in a defined benefit retirement plan with MERS, Employer will contribute 1.5% of base pay to the 457 Retirement Plan regardless of the employee's contribution. Contributions cannot be retroactive. Employer will use its best efforts to place the 2024 changes into effect as soon as reasonably possible. The employee shall be entitled to make additional payroll deduction contributions into the Plan in accordance with its provisions.

Section 16.3. Health Care Savings Program. The County participates in a Health Care Savings Program (HCSP) through the Municipal Employees' Retirement System of Michigan ("MERS") that allows employees access to a tax-deferred program to save for health care needs when they are no longer employed by the County. Under the HCSP, employees may make voluntary contributions in an amount determined by each employee, with changes in that amount made no more often than on a monthly basis. The specific terms and conditions of the HCSP are controlled by the MERS HCSP Plan Document and the statutes and regulations governing such programs. Contributions and their earnings can only be used to pay qualifying medical expenses for the employee and their dependents, and cannot be withdrawn for any other purpose. Upon the death of an employee, the employee's spouse and/or legal dependents may continue to use the HCSP account for their medical expenses. If the employee and spouse are both deceased and there are no legal dependents, the remainder of the employee's HCSP funds will remain in the HCSP Trust to the credit of the County. The County agrees to distribute the amount of the remaining HCSP funds to the employee's beneficiaries. The County will pay all costs required to establish the HCSP plan, but employees are responsible for the payment of required investment fees and expenses. Disputes regarding the HSCP are subject to resolution under the procedures promulgated by MERS for its HCSP and are not subject to the grievance and arbitration provisions of this Agreement.

MISCELLANEOUS

Section 17.0. Captions. The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

Section 17.1. Job Descriptions. The Sheriff shall provide all employees with a job description for their classification.

Section 17.2. Light Duty Assignments. An employee who is unable to work because of a work related injury or compensable occupational disease, a non-work related disability, or pregnancy may, in the sole discretion of this Employer, be employed at other work on the job that is operating in the Sheriff's Department and which the employee can perform, in the opinion of the Employer, without regard to any seniority provisions of this Agreement.

Section 17.3. Voluntary Termination. All employees must notify their supervisor in writing two (2) weeks prior to voluntarily terminating employment with the Employer. Employees shall have the responsibility of turning in all county equipment and property at termination of employment. The employee shall be charged for all items not returned, and the price of the items not returned shall be deducted from their paycheck. An exit interview may be arranged in the Human Resources Office for all permanent employees leaving the Employer.

Section 17.4. Unsafe Working Conditions. It will be the responsibility of each employee to report to their supervisor any malfunction of equipment, or any unsafe working conditions which they may observe. All equipment found to be defective or in hazardous condition shall be removed from service until such conditions have been corrected.

Section 17.5. Safety Committee. A safety committee composed of members of the bargaining unit and the Employer is hereby established. This committee will include the chief steward and steward of the Union and two (2) members of the Employer which may meet at a mutually agreed time for the purpose of making recommendations to the Employer.

Section 17.6. Bullet Proof Vests. Bullet proof vests will be furnished to all road patrol personnel and any additional personnel at the discretion of the Sheriff. Employees assigned bullet proof vests shall wear same if required by the Sheriff.

Section 17.7. Prisoner Transports. All marked regular road patrol units shall be equipped with a safety screen or safety shield. Part-time employees may be used to transport prisoners. In the absence of the Sheriff or Undersheriff and after normal business hours, assignment of prisoner transport will be left to the discretion of the command officers.

Section 17.8. Supplemental Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations: In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer. The Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment. Any employee desiring to participate in outside or supplemental employment must obtain permission of the Sheriff in writing prior to engaging in outside or supplemental employment. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment. Employees engaged in outside or supplemental employment shall:

- A. Not use Employer facilities as a source of referral for customers or clients.
- B. Not be engaged in during the employee's regularly scheduled working hours.
- C. Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
- D. Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
- E. Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
- F. Not cause any conflict of interest, or impairment of the employee's duties.

Section 17.9. Change in Personal Status. Employees shall notify the Sheriff and County Human Resources Office of any change of name, address, telephone number, marital status, or number of dependents promptly, within five (5) days after such change has been made. The telephone number shall be held in confidence.

Section 17.10. Uniforms. The Employer shall furnish, maintain, dry clean, launder, and press the following items of the employee's uniform:

Winter Shirts	Summer Shirts	Ties	Hats
Winter Jacket	Summer Jacket	Pants	

The Employer shall provide the following items for use by the employees:

Shirt and Coat Badges	Name Plate	Hand Cuffs
Hat or Cap Emblem	Uniform Patches	Service Ammunition
Certified Weapon	Whistle Chain	Collar Brass
All leather gear except shoes and trouser belt		

Each Detective shall be issued only one (1) complete uniform. A clothing allowance in the amount of \$800.00 is to be allowed those Detectives working their entire time in civilian clothes. If an officer works only part-time or does not work the full year, the clothing allowance shall be pro-rated according to the time worked. Civilian clothing used for work by Detectives shall be laundered, dry cleaned and pressed in the same manner as uniforms.

The Employer will reimburse each employee up to \$200.00 during the term of this Agreement for the purchase of boots and approved equipment.

Section 17.11. Severability. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

Section 17.12. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waived the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or

signed this Agreement.

Section 17.13. Term of Agreement. This Agreement shall be effective on January 1, 2024 and shall remain in full force and effect through December 31, 2026, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

Section 17.14. Emergency Manager. An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, may reject, modify, or terminate the Collective Bargaining Agreement as provided in the Local Financial Stability and Choice Act.

FOR THE COUNTY:

FOR THE UNION:

APPENDIX A

For 1/1/24 through 12/31/24

	Step 1	Step 2/ End of Year 1	Step 3/ End of Year 2	Step 4/ End of Year 3
Jail Administrator	\$33.69	\$34.68	n/a	n/a
Lieutenant	\$33.69	\$34.68	n/a	n/a
Sergeant/Detective Sgt.	\$32.03	\$33.03	n/a	n/a
Corrections Sergeant	\$28.16	\$28.90	n/a	n/a
Sheriff's Secretary	\$20.31	\$21.51	\$22.69	\$24.20

For 1/1/25 through 12/31/25

	Step 1	Step 2/ End of Year 1	Step 3/ End of Year 2	Step 4/ End of Year 3
Jail Administrator	\$35.37	\$36.41	n/a	n/a
Lieutenant	\$35.37	\$36.41	n/a	n/a
Sergeant/Detective Sgt.	\$33.63	\$34.68	n/a	n/a
Corrections Sergeant	\$29.57	\$30.35	n/a	n/a
Sheriff's Secretary	\$21.33	\$22.59	\$23.82	\$25.41

For 1/1/26 through 12/31/26

	Step 1	Step 2/ End of Year 1	Step 3/ End of Year 2	Step 4/ End of Year 3
Jail Administrator	\$36.78	\$37.87	n/a	n/a
Lieutenant	\$36.78	\$37.87	n/a	n/a
Sergeant/Detective Sgt.	\$34.98	\$36.07	n/a	n/a
Corrections Sergeant	\$30.75	\$31.56	n/a	n/a
Sheriff's Secretary	\$22.18	\$23.49	\$24.77	\$26.43

APPENDIX B
HEALTH CARE PLAN

Option A: Community Blue Option 1 with a \$10 office visit co-pay, a \$50 emergency room co-pay, a \$10 Urgent Care Center co-pay, and \$15 generic /\$30 brand copay prescription drug rider. All costs which exceed Option D to be paid 100% by employee.

Option B: Community Blue Option 2 with a \$100/\$200 deductible, 90/10 co-insurance with \$500/\$1000 coinsurance calendar year maximum, a \$10 office visit co-pay, a \$50 emergency room co-pay, a \$10 Urgent Care Center co-pay, and \$15 generic /\$30 brand copay prescription drug rider. All costs which exceed Option D to be paid 100% by employee.

Option C: Community Blue Option 3 with a \$250/\$500 deductible, 80/20 co-insurance with \$1000/\$2000 coinsurance calendar year maximum, a \$10 office visit co-pay, a \$50 emergency room co-pay, a \$10 Urgent Care Center co-pay, and \$15 generic /\$30 brand copay prescription drug rider. All costs which exceed Option D to be paid 100% by employee.

Option D: Simply Blue Option 1 Base Plan provided at cost of Employer with a \$500/\$1,000 deductible, 80/20 co-insurance with \$2,500/\$5,000 coinsurance calendar year maximum, a \$20 primary care office visit co-pay, a \$40 specialist office visit co-pay, a \$250.00 emergency room co-pay, a \$60.00 Urgent Care Center co-pay, and the \$10 generic/\$40 preferred brand name/\$80 non-preferred brand name copay/2 copays for greater than 30 days' supply prescription drug rider. This RX plan also includes prior authorization, step therapy, mandatory maximum allowable cost drugs, and excludes elective lifestyle drugs.

Dental Insurance Coverage

The dental insurance provides the following coverages, currently through Blue Cross:

Class I - Diagnostic and Preventive (100%)
Class II - Restorative, Endodontic and Periodontic (50%)
Class III - Extended Prosthodontic (50%)

Benefits are payable up to a maximum of \$1,000 per member per benefit period.

Employees will also be offered an employee-paid dental "buy up" option which would raise the maximum yearly benefit per person to \$2,000 and include the following benefits.

Class I - Diagnostic and Preventative (100%)
Class II - Restorative, Endodontic and Periodontic (75%)
Class III - Extended Prosthodontic (75%)

The cost of the "buy up" option in 2024 is:

Individual - \$4.92 per pay period

2 – Person - \$9.83 per pay period

Family - \$17.21 per pay period

APPENDIX C

VISION CARE COVERAGE

Vision Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call 1-800-877-7195 or log on to the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both

Member's responsibility (copays)

Benefits	VSP network doctor	Non-VSP provider
Eye exam	\$20 copay	\$20 copay applies to charge
Prescription glasses (lenses and/or frames)	Combined \$20 copay	Member responsible for difference between approved amount and provider's charge, after \$20 copay
Medically necessary contact lenses	\$20 copay	Member responsible for difference between approved amount and provider's charge, after \$20 copay

Note: No copay is required for prescribed contact lenses that are not medically necessary.

Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	\$20 copay	Reimbursement up to \$50 less \$20 copay (member responsible for any difference)

One eye exam in any period of 24 consecutive months

Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	\$20 copay (one copay applies to both lenses and frames)	Reimbursement up to approved amount based on lens type less \$20 copay (member responsible for any difference)
Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor	One pair of lenses, with or without frames, in any period of 24 consecutive months	
Standard frames	\$130 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less \$20 copay (one copay applies to both frames and lenses)	Reimbursement up to \$70 less \$20 copay (member responsible for any difference)
Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	One frame in any period of 24 consecutive months	

Contact Lenses

Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	\$20 copay	Reimbursement up to \$210 less \$20 copay (member responsible for any difference)

One pair of contact lenses in any period of 24 consecutive months

Benefits	VSP network doctor	Non-VSP provider
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	\$130 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	\$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)

One pair of contact lenses in any period of 24 consecutive months

TUSCOLA COUNTY
-and-
POLC

Letter of Understanding regarding College Credit Pay

Effective 7-1-2003 the parties agreed to eliminate the payments for 30, 60 and 90 credit hours, and to reduce the payment for BS from 4% to \$.50 per hour. The provisions of Section 14.8 College Incentive Pay notwithstanding, those individuals receiving the 4.00% payment for a B.S. as of April 24, 2003 (Curtis Chambers [\$.80], Glen Skrent [\$.80], Leland Teschendorf [\$.85] and Scott Jones [\$.76]) shall be entitled to the amount indicated per hour instead of the stated \$.50. Those individuals receiving the 3.00% payment for 90 hours as of April 24, 2003) will continue to be paid an additional \$.53 per hour. Those individuals receiving the 2.00% payment for 60 hours as of April 24, 2003 (Michael Pine) will continue to be paid an additional \$.40 per hour. In the event that an employee promoted to this unit had an agreement to continue payment of a discontinued college incentive payment or the payment of a college incentive at a rate higher than \$.50 that agreement will continue within this unit. (Ted Hull and Robert Baxter shall continue to receive \$.58)

FOR THE COUNTY

FOR THE UNION

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 13th day of June 2024, with the meeting called to order at _____ a.m.

Commissioners Present:

Commissioners Absent:

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

Resolution 2024-09 **Supporting the Cass River Crossing for the Amish Community**

WHEREAS, there is a populated Amish community that live in the townships surrounding the Village of Cass City; and

WHEREAS, many in the Amish community routinely and regularly seek goods and services available in the Village; and

WHEREAS, the route for travel to the Village includes a state highway, M-53, with a posted speed limit of 55 miles per hour; and

WHEREAS, tragically there have been many vehicle and horse and buggy accidents that have resulted in serious injury or the loss of life.

THEREFORE, BE IT RESOLVED that the Tuscola County Board of Commissioners recommends and supports the use of DNR land to create an access road for the Amish community to bypass traveling on M-53 and take a safer route of Greenland Road to the Cass River, to be financed and built by the Amish.

THEREFORE, BE IT FURTHER RESOLVED that the Tuscola County Board of Commissioners recommends and supports the construction of a bridge to cross the Cass River to Kelly Road as a route for Amish buggies to travel to Cass City.

THEREFORE, BE IT FURTHER RESOLVED that a certified copy of this resolution be sent to the Sanilac County Board of Commissioners, State Representative Greg Alexander, State Senator Dan Lauwers and the Michigan Department of Natural Resources and that Kim Vaughan, Chairman of the Tuscola County Board of Commissioners, is authorized to sign the aforementioned resolution.

RESOLUTION ADOPTED.

STATE OF MICHIGAN

COUNTY OF TUSCOLA

Yes:

No:

Absent:

Kim Vaughan, Chair
Tuscola County Board of Commissioners

I, Jodi Fetting, Clerk of the County of Tuscola, do hereby certify that the foregoing Resolution is a true and correct copy of the Resolution adopted by the Tuscola County Board of Commissioners on June 13, 2024.

Jodi Fetting
Tuscola County Clerk, CCO

STATE OF MICHIGAN
LAKE COUNTY BOARD OF COMMISSIONERS
RESOLUTION #2024-11 5/22/2024

Resolution Recognizing May as Mental Health Awareness Month

Whereas, May is Mental Health Awareness month; and

Whereas, mental health is important for our individual well-being and vitality, as well as that of our families, communities, and businesses; and

Whereas, stigma associated with mental illness, developmental disabilities and substance use disorder creates one of the primary barriers to individuals seeking needed services; and

Whereas, the Board of Commissioners of the County of Mason recognize that stigma associated with mental illness, developmental disabilities and substance use disorder creates one of the primary barriers to individuals seeking needed services; and

Whereas, one out of every five adults in the U.S. will have a diagnosed mental health condition in any given year; and

Whereas, one in six U.S. children aged 2 to 8 years will have a diagnosed mental, behavioral, or developmental disorder; and

Whereas, mental illness is a biologically based brain disorder that cannot be overcome through "will power" and is not related to a defect in a person's "character" or intelligence; and

Whereas, West Michigan Community Mental Health is a federally certified community behavioral health clinic, and

Whereas, West Michigan Community Mental Health serves as the public behavioral health care provider for people with mental health conditions, developmental disabilities, and/or substance use disorders in Mason, Lake and Oceana counties; and

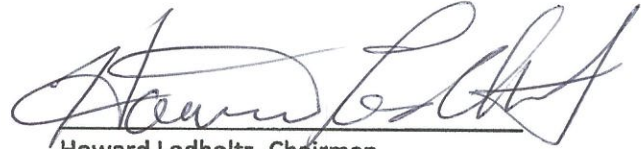
Therefore, be it resolved that the Board of Commissioners of the County of Lake hereby recognizes May 2024 as Mental Health Awareness Month and calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illness to promote recovery.

Motion by: Kris Baymond seconded by: Bob Sanders, to adopt the foregoing Resolution.

Ayes (name): Fuller, Suter, Baymond, Baymond, Sanders, Welford, Balwin, Pfohlholtz

Nays (name): none

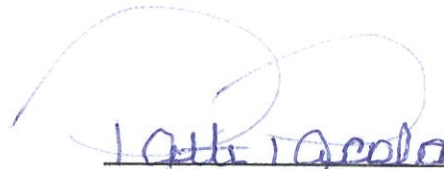
Absent (name): none



Howard Lodholtz, Chairman
Lake County Board of Commissioner

STATE OF MICHIGAN)
COUNTY OF LAKE) SS

I, Patti Pacola, Lake County Clerk, do hereby certify that the foregoing is a true copy of Resolution #2024-11 adopted by the Lake County Board of Commissioners at a regular session held on May 22, 2024.



Patti Pacola/Lake County Clerk
Clerk to the Board of Commissioners



STATE OF MICHIGAN
LAKE COUNTY BOARD OF COMMISSIONERS
RESOLUTION #2024-10

**RESOLUTION IN OPPOSITION TO THE FY 2025 GOVERNOR'S RECOMMENDED BUDGET FOR
THE REDUCTION OF OPERATIONAL FUNDING TO THE MICHIGAN CONSERVATION
DISTRICTS AND THE ELIMINATION OF LOCAL ADMINISTRATION OF THE MICHIGAN
AGRICULTURE ENVIRONMENTAL ASSURANCE PROGRAM (MAEAP)**

WHEREAS, on February 7, 2024, Governor Whitmer released her Executive Budget Recommendation for fiscal year 2025 which included under the Michigan Department of Agriculture and Rural Development (MDARD) recommended budget a \$1,000,000.00 cut to Michigan Conservation District's operating budget.

WHEREAS, the fiscal year 2025 budget recommendation for MDARD also recommended the termination of local Conservation District Technicians who administer the Michigan Agriculture Environmental Assurance Program and replace them with 24 State employees.

WHEREAS, this recommendation undermines the local conservation delivery system led by local Conservation Districts covering all 83 Michigan counties using the voluntary, non-regulatory, educational approach used all across the country to address natural resources concerns at the local level.

WHEREAS, Michigan passed Public Act 297 of 1937 to establish Conservation District's as local units of State Government to work with landowners in every county to address natural resource concerns driven by a five member publicly elected Board of Directors. These Boards establish conservation priorities based on their local needs and voluntarily work with landowners to address critical natural resource concerns, the only organization that can do this on private land with the trust of the landowner.

WHEREAS, Michigan Conservation Districts have been critically underfunded for decades. This has left many Conservation Districts without staff to implement programs or provide assistance. Because of this, Michigan Conservation Districts experience high employee turnover which undermines the success of programs and the ability to administer assistance to the public.

WHEREAS, Michigan cannot effectively allocate federal funds from the Inflation Reduction Act and Title II of the Farm Bill due to the lack of funding provided by the State of Michigan. This leaves critical federal dollars on the table that is reallocated to other States that can deliver Farm Bill dollars more effectively.

NOW THEREFORE BE IT RESOLVED, that the County of Lake requests that the FY 2025 budget maintain the operational budget for Michigan Conservation District's at \$3,000,000.00 and maintain the Michigan Agriculture Environmental Assurance Program (MAEAP) at its current capacity with local technicians employed by Conservation Districts.

**Summary of Audit Submission Dates
for the Tuscola County Road Commission and the
Road Commissions of Our Comparable Counties**

Last updated: 06-12-2024

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Tuscola County Road Commission	Not Uploaded	06/29/2023	06/28/2022	07/29/2021	07/31/2020	07/01/2019
Days before due date		1 Day	2 Days	Late - Pandemic	Late - Pandemic	Late 1 Day
Montcalm County Road Commission	03/29/2023	03/24/2023	03/17/2022	03/01/2021	02/09/2020	02/05/2019
Days before due date	1 day	7 Days	14 Days	30 Days	50 Days	54 Days
Gratiot County	02/27/2024	02/24/2023	02/22/2022	02/23/2021	02/19/2020	02/21/2019
Days before due date	33 days	35 days	37 days	36 days	40 days	38 days
St. Joseph County	05/15/2024	05/08/2023	05/02/2022	06/16/2021	05/14/2020	05/13/2019
Days before due date	46 days	53 days	59 days	14 days	47 days	48 days
Sanilac County	05/09/2024	06/08/2023	05/25/2022	05/24/2021	05/12/2020	06/13/2019
Days before due date	52 days	22 days	36 days	37 days	49 days	17 days
Shiawassee County	05/29/2024	06/14/2023	05/11/2022	05/12/2021	05/20/2020	05/31/2019
Days before due date	32 days	16 days	50 days	49 days	41 days	30 days

Ionia County

Ionia County does not have a Road Commission; they have a Road Department within the County