



TUSCOLA COUNTY

Committee of the Whole

MEETING AGENDA

Monday, August 22, 2022 – 8:00 AM

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

Public may participate in the meeting electronically:
Join by phone: (US) +1 929-276-1248 PIN:112 203 398#
Join by Hangouts Meeting ID: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Bardwell
Roll Call - Clerk Fetting

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County Updates

New Business

1. Vanderbilt County Park Road - Brent Danker, Tuscola County Road Commission
2. Village of Millington Request for Appropriation for Water Tower and Pipes - Gailan Reinert, Village of Millington President
[Engineering Scope of Repairs](#)
[Bid Proposal Water Tower Viking](#) 5 - 37
3. Finalized FY 2021 Homeland Security Grant Program (HSGP) Subrecipient Agreement - Deputy Steven Anderson, Emergency Manager
[FY 2021 HSGP Subrecipient Agreement](#)
[Exhibit A - Oct 2021 Homeland Security Planning Board \(HSPB\) Mtg Minutes \(1\)](#)
[Exhibit B - FY 21 HSGP Region 3 Grant Agreement \(1\)](#)
[Exhibit C - FY 21 HSGP Articles of Agreement \(1\)](#)
[Exhibit D - FY 21 HSGP Equipment Ownership Agreement \(1\)](#) 38 - 74
4. Request General Fund Appropriation for LUCAS Chest Compression Systems for Tuscola County Ambulances - Deputy Steven Anderson, Emergency Manager
[Tuscola County 10 LUCAS- 7.27](#) 75 - 82

[Tuscola County pricing- 8.15](#)
[Tuscola County Stryker Lucas Chest Compression Proposal](#)

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| 5. | Request for Mosquito Control Material Purchase - Larry Zapfe, Mosquito Abatement Director
Mosquito Abatement Director Letter
Mosquito Abatement Control Material | 83 - 84 |
| 6. | Request for Mosquito Abatement Truck Purchase - Larry Zapfe, Mosquito Abatement Director
Truck Bids | 85 |
| 7. | Dispatch Request for Appropriation of Funds - Jon Ramirez, Dispatch Director
Tower - \$28,980
Radios - \$178,934
Generator - \$58,755
Dispatch General Fund Appropriation Proposal
Tower
Radios
Generator
Generator1 | 86 - 131 |
| 8. | Proposed L-4029 Tuscola County 2022 Special Voted Tax Rates - Angie Daniels, Equalization Director
Tuscola County L-4029 Both Levies with Calculations
2022 L-4029 | 132 - 133 |
| 9. | New Asphalt Drive Recycling Bid and Parking Lot Patching Purdy Building (East Side) and the Michigan State Police Post (West Lot) Bids - Mike Miller, Director of Buildings and Grounds | |

Old Business

Finance/Technology

Committee Leader **Commissioner Young** and Commissioner DuRussel

Primary Finance/Technology

- | | | |
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| 1. | Tuscola County Medical Care Community Funds Transfer Request
Medical Care Funds Transfer Request | 134 - 140 |
| 2. | 2022 Estimated Ending Fund Balances
2022 All Funds Fund Balance | 141 - 142 |
| 3. | Special Voted Purpose Millage Fund Balance Information/Estimates | 143 |

[Voted Millage Fund Balance Estimates](#)

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| 5. | Wind Turbine Ten Year Revenue History
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| 6. | Escrowed Wind Turbine Revenue
<u>2022 Wind Escrows 8.19.22</u> | 146 |
| 7. | 2023 Budget Calendar
<u>Budget Calendar 2023</u> | 147 |
| 8. | Provision of Government Services/American Rescue Plan Act (ARPA) Tracker
<u>General Fund Appropriation Project Tracker</u>
<u>Potential Projects</u> | 148 - 152 |

On-Going and Other Finance

On-Going and Other Technology

Building and Grounds

Committee Leader **Commissioner DuRussel** and Commissioner Grimshaw

Primary Building and Grounds

- | | | |
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| 1. | Vanderbilt Park Update - Commissioner DuRussel
<u>Vanderbilt Park Fix</u>
<u>IMG 20220809 115143303 HDR</u>
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On-Going and Other Building and Grounds

Personnel

Committee Leader **Commissioner Grimshaw** and Commissioner Vaughan

Primary Personnel

On-Going and Other Personnel

Other Business as Necessary

Public Comment Period

Adjournment



Approved
7/20/21
WZ12034

PERMIT APPLICATION FOR WATER SUPPLY SYSTEMS
(CONSTRUCTION - ALTERATION - ADDITION OR IMPROVEMENT) AS DESCRIBED HEREIN
Required under the Authority of 1976 PA 399, as amended (Act 399)

This application becomes an Act 399 Permit only when signed and issued by authorized Michigan Department of Environment, Great Lakes, and Energy (EGLE) staff. See instructions below for completion of this application.

1. Municipality or Organization, Address and WSSN that will own or control the water facilities to be constructed. This permit is to be issued to: Village of Millington 8569 State Road P.O. Box 261 Millington, MI 48746 WSSN:		Permit Stamp Area (EGLE use only)	
2. Owner's Contact Person (provide name for questions): Contact: Garth Ratza Title: Supt. of DPW Phone: 989-871-2701			
3. Project Name (Provide phase number if project is segmented): Repair and Paint Elevated Storage Tank	4. Project Location (City, Village, Township): Millington	5. County (location of project): Tuscola	

ISSUED UNDER THE AUTHORITY OF THE DIRECTOR OF
THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

CC: _____ Issued by: _____

Reviewed by: _____

If this box is marked see attached special conditions.

Instructions: Complete items 1 through 5 above and 6 through 21 on the following pages of this application. Print or type all information except for signatures. Mail completed application, plans and specifications, and any attachments to the EGLE District Office having jurisdiction in the area of the proposed construction.

Please Note:

- a. This **PERMIT** only authorizes the construction, alteration, addition or improvement of the water system described herein and is issued solely under the authority of 1976 PA 399, as amended.
- b. The issuance of this **PERMIT** does not authorize violation of any federal, state or local laws or regulations, nor does it obviate the necessity of obtaining such permits, including any other EGLE permits, or approvals from other units of government as may be required by law.
- c. This **PERMIT** expires two (2) years after the date of issuance in accordance with R 325.11306, 1976 PA 399, administrative rules, unless construction has been initiated prior to expiration.
- d. Noncompliance with the conditions of this permit and the requirements of the Act constitutes a violation of the Act.
- e. Applicant must give notice to public utilities in accordance with 1974 PA 53, (MISS DIG), being Section 460.701 to 460.718 of the Michigan Compiled Laws and comply with each of the requirements of that Act.
- f. All earth changing activities must be conducted in accordance with the requirements of the Soil Erosion and Sedimentation Control Act, Part 91, 1994 PA 451, as amended (Act 451).
- g. All construction activity impacting wetlands must be conducted in accordance with the Wetland Protection Act, Part 303, 1994 PA 451, as amended.
- h. Intentionally providing false information in this application constitutes fraud which is punishable by fine and/or imprisonment.
- i. Where applicable for water withdrawals, the issuance of this permit indicates compliance with the requirements of Part 327 of Act 451, Great Lakes Preservation Act.

Permit Application for Water Supply Systems (Continued)

6. Facilities Description – In the space below provide a detailed description of the proposed project. Applications without adequate facilities descriptions will be returned. SEE EXAMPLES BELOW. Use additional sheets if needed.

Repair and paint an existing 300,000 gallon elevated storage tank:

- Clean and overcoat exterior with fluoropolymer system. Match existing color.
- Paint two smiley faces.
- Dry interior: spot abrasive clean and spot repaint top side of platforms, riser stiffeners, baseplate and other spot coating failures.
- Wet interior: abrasive blast clean and repaint.
- Caulk roof lap seams after wet interior is repainted.
- Vault pit: abrasive blast clean and repaint.
- Repair spalls and cracks in concrete foundation.
- Within vault pit, replace the pressure gauge line, corporate stop and valve.
- Remove existing glandular expansion joint and replace with a bellows type joint.
- Replace mud valve in bowl.

EXAMPLES – EXAMPLES – EXAMPLES – EXAMPLES – EXAMPLES – EXAMPLES

Water Mains	500 feet of 8-inch water main in First Street from Main Street north to State Street. OR 250 feet of 12-inch water main in Clark Road from an existing 8-inch main in Third Avenue north to a hydrant.
Booster Stations	A booster station located at the southwest corner of Third Avenue and Main Street, and equipped with two, 15 Hp pumps each rated 150 gpm @ 200 feet TDH. Station includes backup power and all other equipment as required for proper operation.
Elevated Storage Tank	A 300,000 gallon elevated storage tank located in City Park. The proposed tank shall be spherical, all welded construction and supported on a single pedestal. The tank shall be 150 feet in height, 40 feet in diameter with a normal operating range of 130 – 145 feet. The interior coating system shall be ANSI/NSF Standard 61 approved or equivalent. The tank will be equipped with a cathodic protection system, and includes a tank level control system with telemetry.
Chemical Feed	A positive displacement chemical feed pump, rated at 24 gpd @ 110 psi to apply a chlorine solution for Well No. 1. Chlorine is 12.5% NaOCL, ANSI/NSF Standard 60 approved and will be applied at a rate of 1.0 mg/l of actual chlorine.
Water Supply Well	Well No. 3, a 200 foot deep well with 170 feet of 8-inch casing and 30 feet of 8-inch, 10 slot screen. The well will be equipped with a 20 Hp submersible pump and motor rated 200 gpm @ 225 feet TDH, set at 160 feet below land surface.
Treatment Facilities	A 5 million gpd water treatment plant located at the north end of Second Avenue. The facility will include 6 low service pumps, 2 rapid mix basins, 4 flocculation/sedimentation basins, 8 dual media filters, 3 million gallon water storage reservoir and 6 high service pumps. Also included are chemical feed pumps and related appurtenances for the addition of alum, fluoride, phosphate and chlorine.

Permit Application for Water Supply Systems (Continued)

General Project Information – Complete all boxes below.

7. Design engineer's name, engineering firm, address, phone number, and email address:
 Keyno J. Shellenbarger, Ph.D., P.E., P.S.
 Shellenbarger Engineering and Surveying, P.C.
 5910 N. Hagadorn Road
 East Lansing, MI 48823
 E-mail: seseng.surv@acd.net

8. Indicate who will provide project construction inspection:
 Organization listed in Box 1.
 Engineering firm listed in Box 7.
 Other - name, address, and phone number listed below.

9. Is a basis of design attached?
 YES NO

If no, briefly explain why a basis of design is not needed.

10. Are sealed and signed engineering plans attached? Plans are not necessary. Photographs of parts to be replaced are included within specifications.
 YES NO

If no, briefly explain why engineering plans are not needed.

11. Are sealed and signed construction specifications attached?
 YES NO

If specifications are not attached, they need to be on file at EGLE.

12. Were Recommended Standards for Water Works, Suggested Practice for Water Works, AWWA guidelines, and the requirements of Act 399 and its administrative rules followed?
 YES NO

If no, explain which deviations were made and why.

13. Are all coatings, chemical additives and construction materials ANSI/NSF or other adequate 3rd party approved?
 YES NO

If no, describe what coatings, additives or materials did not meet the applicable standard and why.

14. Are all water system facilities being installed in the public right-of-way or a dedicated utility easement? (For projects not located in the public right-of-way, utility easements must be shown on the plans.)
 YES NO

If no, explain how access will be obtained.

15. Is the project construction activity within a wetland (as defined by Section 324.30301(d)) of Part 303, 1994 PA 451?
 YES NO

If yes, a wetland permit must be obtained.

16. Is the project construction activity within a 100-year floodplain (as defined by R 323.1311(e)) of Part 31, 1994 PA 451, administrative rules?
 YES NO

If yes, a flood plain permit must be obtained.

17. Is the project construction activity within 500 feet of a lake, reservoir, or stream?
 YES NO

If yes, a Soil and Erosion Control Permit must be obtained or indicate if the owner listed in box 2 of this application is an Authorized Public Agency (Section 10 of Part 91, 1994 PA 451) Owner is APA.

Permit Application for Water Supply Systems (Continued)

18. Will the proposed construction activity be part of a project involving the disturbance of five (5) or more acres of land?
 YES NO

If YES, is this activity regulated by the National Pollutant Discharge Elimination System (NPDES) storm water regulations?

YES: NPDES Authorization to discharge storm water from construction activities must be obtained.

NO: Describe why activity is not regulated.

Please call 517-241-8993 with questions regarding the applicability of the storm water regulations.

19. Is the project in or adjacent to a site of suspected or known soil or groundwater contamination?

YES NO

If YES, attach a copy of a plan acceptable to EGLE for handling contaminated soils and/or groundwater disturbed during construction. Contact the local EGLE district office for listings of Michigan sites of environmental contamination.

20. IF YOU ARE A CUSTOMER/WHOLESALE/BULK PURCHASER, COMPLETE THE FOLLOWING

1. Name and WSSN of source water supply system (seller): _____

2. Does the water service contract require water producer/seller to review and approve customer/wholesale/bulk purchaser water system construction plans?

YES NO

If yes to #2, the producer/seller approval letter must be attached when submitted to EGLE.

21. **Owner's Certification** The owner of the proposed facilities or the owner's authorized representative shall complete the owner's certification. It is anticipated that the owner will either be a governmental agency (city, village, township, county, etc.) or a private owner (individual, company, association, etc.) of a Type I public water supply.

OWNER'S CERTIFICATION

I, Gailan Reinert (name), acting as the President (title/position) for

Village of Millington (entity owning proposed facilities) certify that this project has
(print)

been reviewed and approved as detailed by the Plans and Specifications submitted under this application, and is in compliance with the requirements of 1976 PA 399, as amended, and its administrative rules.

Gailan Reinert 7-2-21 989-871-2702
Signature* Date Phone

*Original signature only, no photocopies will be accepted.

13000 SPECIAL CONSTRUCTION

13001 REPAIR AND PAINT EXISTING 300,000 GALLON ELEVATED WATER STORAGE TANK

1.00 GENERAL

1.01 SCOPE

The Contractor shall provide and construct all repairs and painting specified herein at an existing elevated water storage tank. The work to be performed under this specification includes furnishing all materials, equipment, tools and labor necessary for the repair and painting of specified areas of an existing 300,000 gallon capacity elevated water storage tank. An inspection report of the existing tank conditions (performed in 2019) is on file at the Village office. Contractor may request a copy of said inspection report.

1.02 DATA TO BE FURNISHED BY THE CONTRACTOR

The CONTRACTOR shall submit a PDF file of shop drawings of repair details, proposed paint and materials for review by the Engineer.

2.00 MATERIALS

2.01 GENERAL

All materials shall conform to the referenced standards designated for each material listed. Welded steel construction, if necessary, shall be in accordance with AWWA D100-84 Standard for Welded Steel Tanks for Water Storage.

2.02 PHYSICAL AND CHEMICAL PROPERTIES OF COMPONENTS

The physical and chemical requirements shall be as required by AWWA, ANSI, ASTM, or other standards to which reference is made.

3.00 GENERAL EXISTING DESIGN OF ELEVATED TANK

The following general existing design data are provided:

- Capacity = 300,000 gallons.
- Hcight to top capacity line, above top of foundation = $134 \pm$ feet.
- Tank Shape = pedosphere (single pedestal sphere).
- Head Range = $5 \pm$ feet.
- Earthquake Design: No seismic design required.
- Snow Load = $45 \pm$ psf.
- Wind Speed = $77 \pm$ mph.



Keyno J. Shellenbarger
10/25/21

Location = Village of Millington, Tuscola County, Michigan
Roadway To Site = Bishop Street.
Electric Power = Detroit Edison Company.

4.00 ACCESSORIES TO BE PROVIDED BY CONTRACTOR

4.01 REPLACE 3 INCH MUD VALVE

Contractor shall remove existing mud valve, clean fittings and install a new mud valve. Photos of existing valve are attached. New valve shall be same as existing or equal.

4.02 EXPANSION JOINT REPLACEMENT

Contractor shall remove the existing glandular-type expansion joint, and replace it with a bellows type joint, metal expansion 316 stainless steel, pressure rating 150, flanged ends. Acceptable valve shall be Flexicraft NLC or approved equal. Photos of existing glandular type valve is attached.

4.03 PRESSURE GAUGE LINE

Within the vault pit, replace the pressure gauge line, valve and corporation stop.

5.00 WORKMANSHIP

5.01 GENERAL

All foundry, machine work, and construction shall be done in accordance with good standard practice for the class of work involved and in accordance with approved drawings. All parts shall conform to the required dimensions and shall be free from defects that could prevent properly functioning of the elevated storage tank.

6.00 PAINTING

6.01 GENERAL

Specified areas of the tank are to be painted in accordance with AWWA D102, as modified below, or by approved manufacturer paint specifications. Each paint system shall be from a single manufacturer. Paint shall be manufactured by Tnemec or approved equal and must meet ANSI/NSF Standard 61. Specified areas include:

- All tank exteriors: Fluoropolymer system, new smiley faces (photo attached).
- Dry Interior: Topside of platform, riser stiffeners, base plate and other spot coating failures.
- Wet interior: Abrasive blast clean and repaint.

- Caulk roof lap seams after wet interior is repainted.
- Vault pit: Abrasive blast clean and repaint.

6.02 SHOP CLEANING

Prior to priming or applying any coat, all mill scale, loose paint, dirt, rust and any other foreign material shall be removed from the existing surface.

6.03 FIELD CLEANING

All specified surfaces shall be cleaned to remove surface contamination. All abraded areas and plate edges or other areas not covered by paint shall be thoroughly cleaned to assure removal of weld scale, slag, flux and rust deposits. Use SSPC-SP10 for inside wetted surfaces and SSPC-SP6 for outside, inside dry, and all other surfaces.

6.04 PAINTING INSIDE WETTED SURFACES

Provide a two coat, two component polyamide catalyzed epoxy paint system in accordance with AWWA D102-78 paint system I-1W, paint 3. Primer coat shall be shop applied and patched in the field at 4.0 mils dry film thickness. The final coat shall be field applied at 5.0 mils dry film thickness. The access cover and piping within the valve vault shall also be painted.

6.05 PAINTING OUTSIDE SURFACES

Provide a new final coat to the existing paint system. The final coat shall be a fluoropolymer system field applied at 2.0 mils dry film thickness.

6.06 PAINTING INSIDE SUPPORTING PEDESTAL

Provide a one coat, two component polyamide catalyzed epoxy paint system in accordance with AWWA D102-78 paint system I-1W, paint 3. The final coat shall be field applied at 4.0 mils dry film thickness.

6.07 LETTERING

After the final coat fluoropolymer system, two smiley faces shall be painted, one on the North and one on the South side. North side shall also have a bowtie (see attached photo).

6.08 WEATHER PAINTING CONDITIONS

No paint shall be applied when the temperature of the surface to be painted is below 40 degrees F or less than five degrees F above the dew point. Paint shall not be applied to wet or damp surfaces or when the humidity exceeds 85%.

6.09 INSPECTION

The paint manufacturer shall perform an inspection of the work and, at the conclusion of the work, submit a written report. The report shall include a statement indicating that the tank has been prepared and painted according to the manufacturer's instructions.

7.00 TESTING AND STERILIZATION

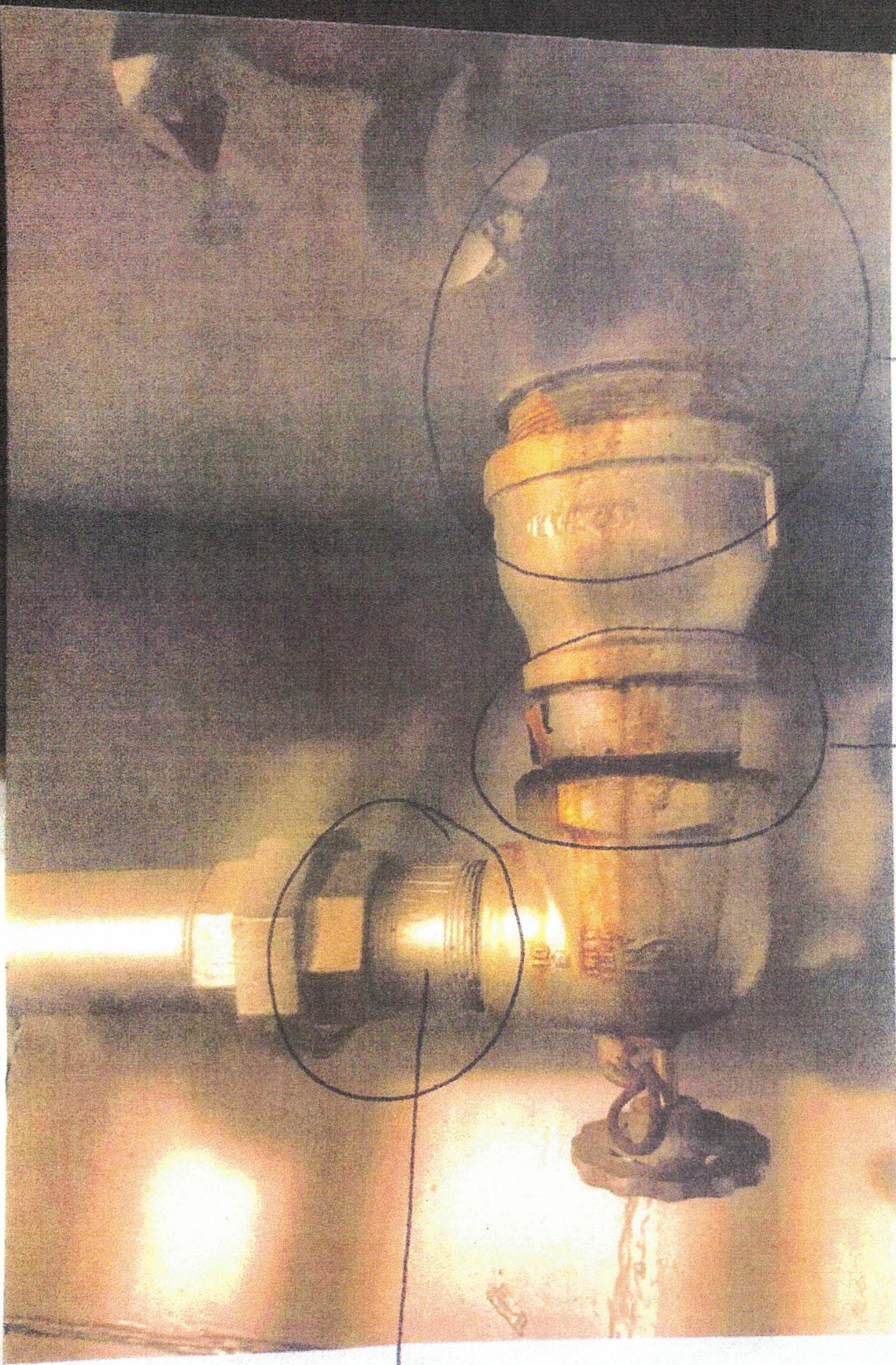
After the tank is repaired and painted, the owner, free of charge to the contractor, shall make connection to the tank, furnish, pump and dispose of sufficient water for one test for sterilization. While under test, the contractor shall chlorinate the tank in accordance with AWWA C652 Method 3 and EGLE requirements. Any leaks which are disclosed by this test shall be repaired by contractor. No repair work shall be done on any joint unless the water in the tank is at least two feet below the point being repaired. Any paint damaged by repairs shall be properly restored. Should test results be unsatisfactory, additional water for extended sterilization shall be provided by the Village but paid for by the Contractor at the Village's current billing rate. A minimum of two consecutive safe bacteriologic samples must be obtained prior to placing new facilities into operation. Samples shall be collected and taken to a qualified laboratory by the Village. The costs for sample analyses shall be at Village's expense.

9.00 GUARANTEE

The tank contractor shall guarantee its work for a period of five years from the date of completion of its work to the extent that it will repair any defects o which it is notified during that period which may appear because of faulty workmanship to material furnished under the specifications.

All guarantees obtained by the contractor from the manufacturer or installer of paint, equipment or accessories shall be obtained for the benefit of the Village of Millington.

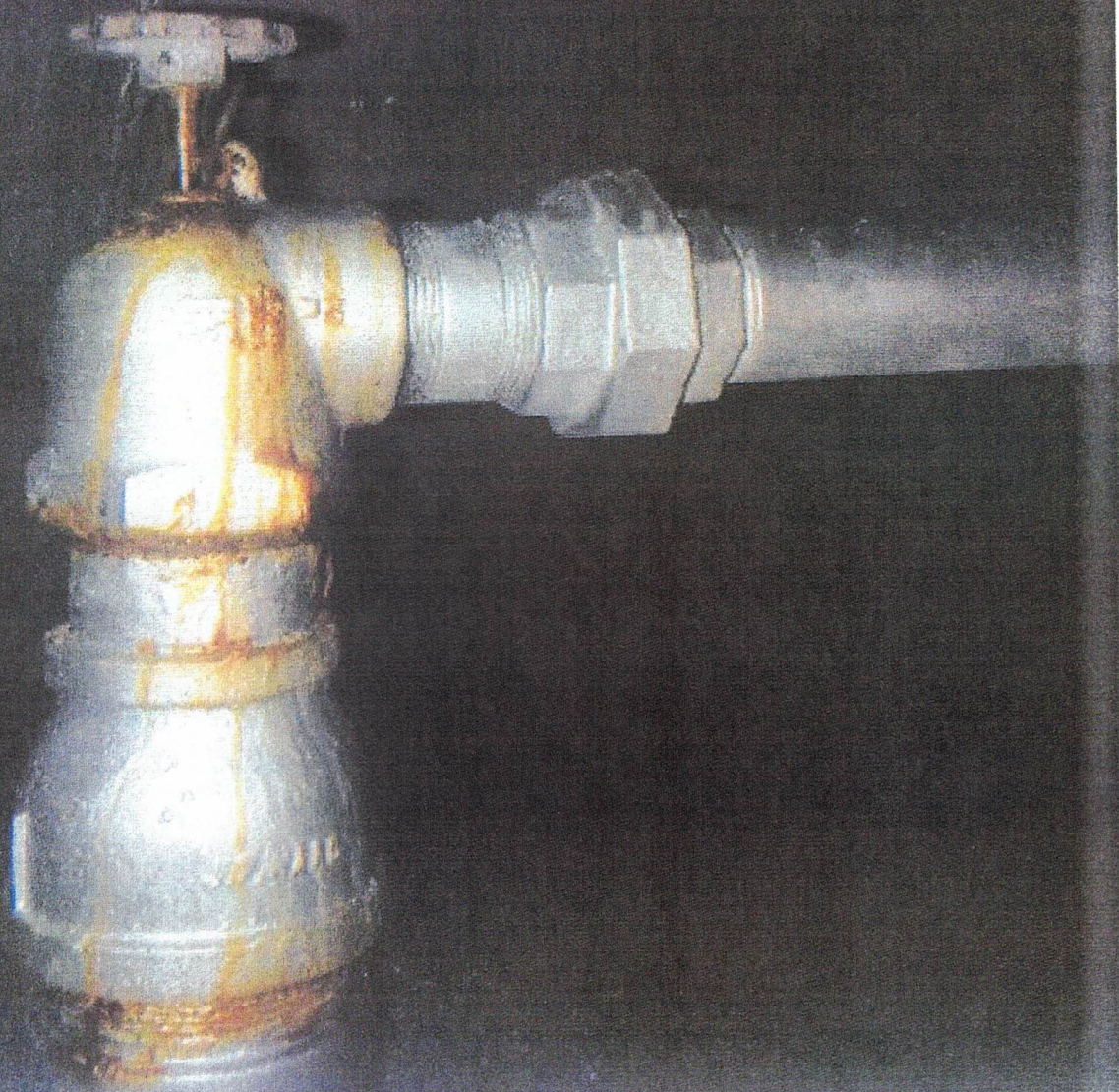
END OF SECTION



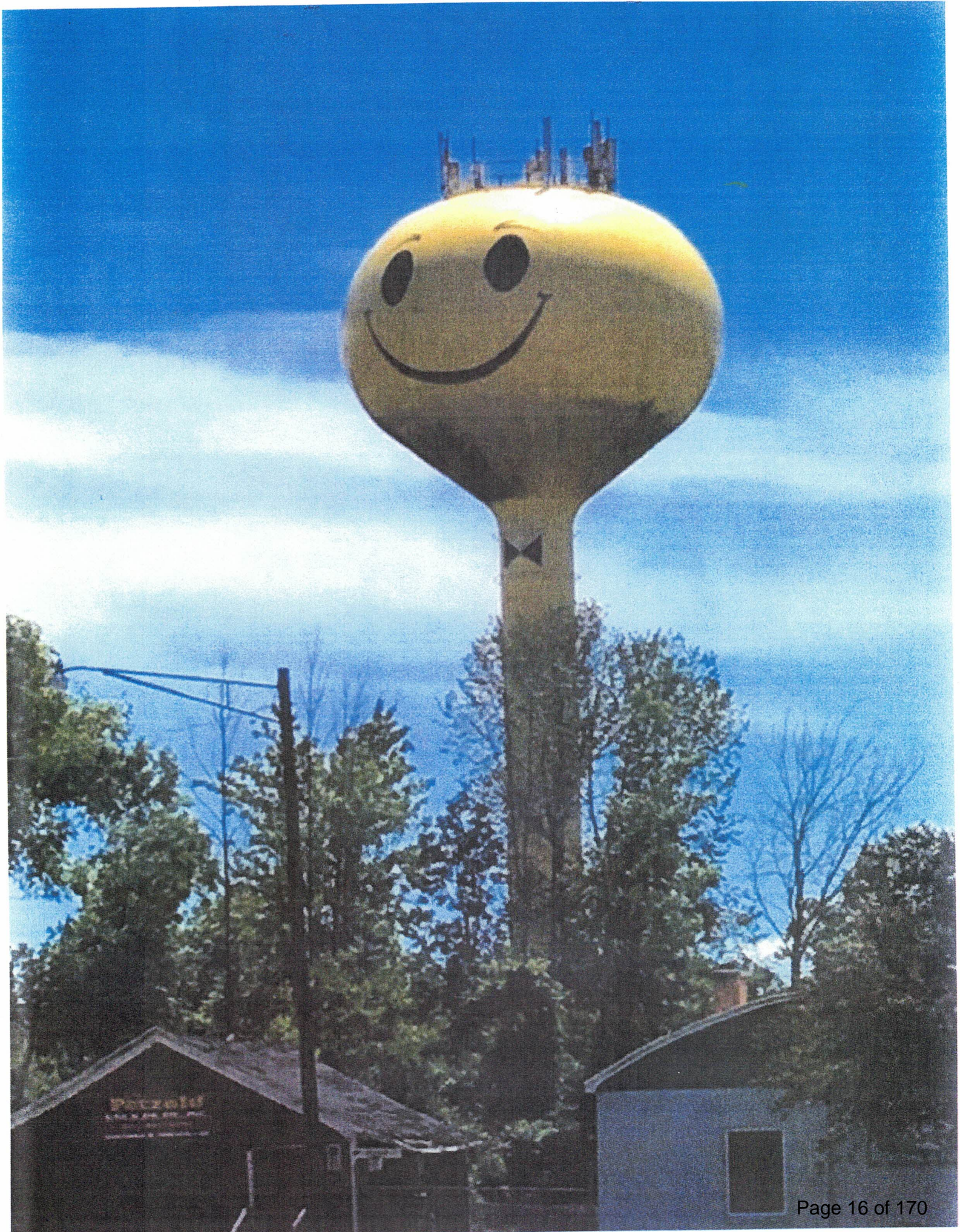
5"

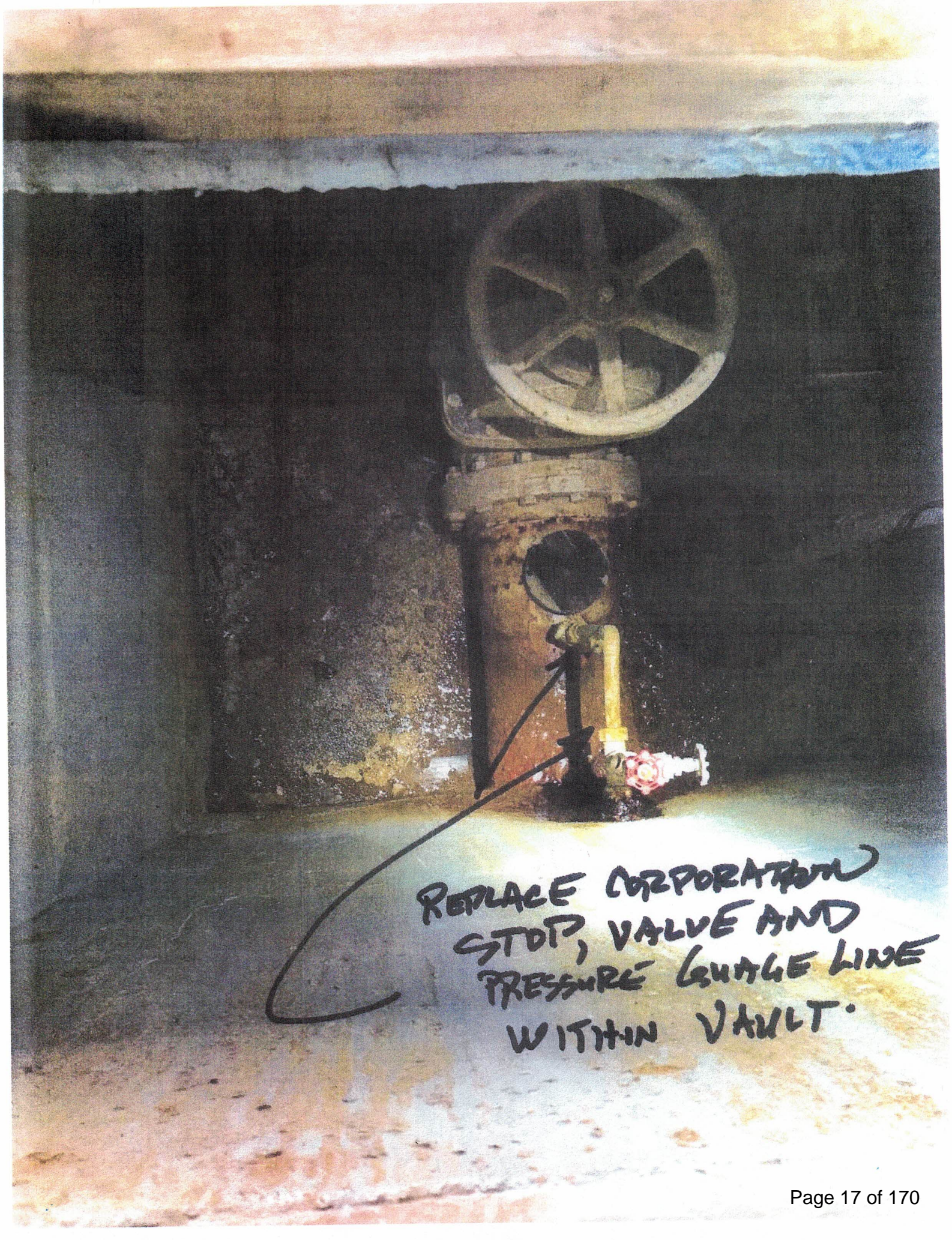
4"

3"









REPLACE CORPORATION
STOP, VALVE AND
PRESSURE GAUGE LINE
WITHIN VAULT.

Change Order

No. 1

Date of Issuance: 12.01.21 Effective Date: _____

Project: Elevated Storage Tank	Owner: Village of Millington	Owner's Contract No.: NA
Contract: Repair and Paint		Date of Contract: 09.27.21
Contractor: Viking Industrial Painting LLC		Engineer's Project No.: 21.31

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Extend the mechanical work into 2022 to coincide with painting schedule.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: (No Change)

Original Contract Times: Working days Calendar days

\$ _____

Substantial completion (days or date): Mechanical 2021

Ready for final payment (days or date): Painting 2022

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

\$ _____

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ _____

Substantial completion (days or date): Mechanical 2021

Ready for final payment (days or date): Painting 2022

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

\$ _____

Substantial completion (days or date): _____

Ready for final payment (days or date): Mechanical/Paint 2022

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ _____ (No Change)

Substantial completion (days or date): _____

Ready for final payment (days or date): Mechanical/Paint 2022

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 12.01.21

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 2-16-22

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 1/24/21

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 2

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>8/30/2021</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): (See Attached Bid Form)

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;

ARTICLE 8 – DEFINED TERMS

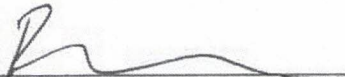
The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Viking Industrial Painting, LLC

By:
[Signature]




[Printed name]

Rory Sudbeck

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name]

Dominic Pedersen

Title:

Estimator

Submittal Date:

9/10/2021

Address for giving notices:

10905 Harrison St. LaVista, NE 68128

Telephone Number: 402-981-5992

Fax Number: N/A

Contact Name and e-mail address: Carter Spoelstra
carter@viptanks.com

Bidder's License No.: N/A
(where applicable)

VILLAGE OF MILLINGTON
 BID TABULATION FOR REPAIR AND PAINT EXISTING 300,000 GALLON ELEVATED WATER STORAGE TANK

NO. ITEM	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL ESTIMATED PRICE
1	1	L.S.	\$58,170.00	\$58,170.00
2	1	L.S.	\$5,000.00	\$5,000.00
3	1	L.S.	\$10,000.00	\$10,000.00
4	1	L.S.	\$65,000.00	\$65,000.00
5	1	L.S.	\$2,500.00	\$2,500.00
6	1	L.S.	\$2,500.00	\$2,500.00
7	1	L.S.	\$1,750.00	\$1,750.00
8	1	L.S.	\$12,500.00	\$12,500.00
9	2	EA.	\$5,500.00	\$11,000.00
10	1	L.S.	\$1,000.00	\$1,000.00
11	1	L.S.	\$4,000.00	\$4,000.00
			TOTAL BID =	\$173,420.00

PROPOSED CONSTRUCTION TIME SCHEDULE:
MECHANICAL WORK IN 2021:
PAINTING IN 2022:

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Viking Painting, LLC
P.O. Box 24162
Omaha, NE 68124

SURETY (Name, and Address of Principal Place of Business):

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER (Name and Address):

Village of Millington
8569 State Rd., PO Box 261
Millington, MI 48746

BID

Bid Due Date: September 13, 2021

Description (Project Name— Include Location):

Repair and Paint Existing 300,000 Gallon Elevated Water Storage Tank

BOND

Bond Number:

Date: September 13, 2021

Penal sum Five Percent of the Amount Bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Viking Painting, LLC

(Seal)

Bidder's Name and Corporate Seal

SURETY

Hudson Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature

Rony Seelbeck
Print Name

President
Title

Attest:

Signature

Witness
Title

By:

Signature (Attach Power of Attorney)

James M. King

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert T. Cirone, James M. King, Jacob J. Buss, Thomas L. King, Tamala J. Hurlbut, Seth Weedin

of the state of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 8th day of September, 20 20 at New York, New York.



Dina Daskalakis

Attest
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By *Michael P. Cifone*
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 8th day of September, 20 20 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.



CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 13th day of September, 20 21



By *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary



Viking Industrial Painting (V.I.P.) was established in 2001 in Northern Iowa as an industrial tank painting company, specializing in the Water Tower Industry. For nearly 20 years Viking has actively worked with engineers, third party inspectors, and tank owners to renovate and protect their steel tanks. Viking has also worked with tank maintenance providers and new fabricators completing the field painting of the new tank construction process.

Viking Industrial Painting has been successful due to our attention to detail and our motto "To do the right thing". Because of this motto, and our desire to take care of both our customers and our team members, Viking Industrial Painting has maintained a great reputation as one of the premier tank painting companies in the Midwest.

Now located in Omaha, Nebraska with service representatives in Nebraska, Iowa, South Dakota, Missouri, Kansas, Arkansas, and Oklahoma we continue to grow our company through those same values. We offer not only quality tank painting and repair, but also offer short-term and long-term maintenance plans for all styles of water tanks. We take a consultative approach to develop a plan that proactively protects your tank and allows for financial planning and fixed expenses for ease of annual budgeting.

Viking Industrial Painting has invested in our team on both the Sales and the Operational side of our company to ensure our customers are taken care of from initial consultation to the completion of your project. We offer NACE Level 3 certified coatings inspection and work closely with AWWA to stay current with the ever-changing water industry. We sit on several of the National AWWA Tank Standard committees to help educate tank owners with best practices on how to maintain and operate their steel water tanks. Viking Industrial Painting has many years of Tank and Painting experience to help plan and execute your tank maintenance project.

John Snodgrass—Principal

John has worked in the tank maintenance business since 2002. He has held positions from a local Sales Representative to all levels of Sales Management. John is a NACE Level 3 Coatings Inspector and works with AWWA on a National level for both the D101 Tank Inspection Standard and the M42 Tank Reference guide. He has provided training on a National Level and with many State AWWA and Rural Water Associations, educating people about the importance of Tank Maintenance and Water Quality. John attended Pittsburg State University and served in the United States Marines Corp before starting in the tank industry.

Rory Sudbeck—Principal

Rory grew up in the industrial painting business as his father owned an industrial painting business for many years. Rory worked with his father to learn the business before leaving home to attend Bellevue University. After college Rory worked and then became part owner of a firm representing and distributing Tnemec Coatings in Nebraska, Iowa, and South Dakota. Rory worked closely with engineers, contractors, and owners to ensure proper surface prep and coating specification/application with Tnemec for over 12 years before deciding to specialize in the water tank industry.

Ben Rinken—Director of Operations & Quality Control Manager

Ben is a graduate of the University of Sioux Falls and a construction professional with nine years of experience. He has served in multiple capacities in the water storage industry including field work, construction management, quality control, and project supervision. Ben uses sound communication skills to keep information flowing and projects on track. He is both NACE-Certified Coating Inspector Level 3 and SSPC-Lead Paint Removal (C3) Certified. Having a proven record of providing effective quality control and a firm approach to problem solving, he quickly wins respect from subcontractors and field crews alike. Ben is passionate about efforts to continuously improve upon and streamline business practices while simultaneously respecting the product, craft, and people involved with executing it.

Carter Spoelstra—Business Development Manager

Carter has been in the water tank industry his entire professional career. He started in 1997 with Pittsburgh Des Moines Steel (PDM) and worked for three different tank construction companies. He has served many different capacities over his career including draftsman, team leader, estimator for water and industrial storage tanks, estimating manager, and sales manager. Carter works on a national level for both the AWWA D102 Coating Steel Water Storage Tanks standard and the AWWA D101 Standard for Inspecting and Repairing Steel Water Tanks. He has also been a presenter for STI/SPFA Steel Tank Steel Tank Seminars across the country. If you have a coatings project out for bid or one in the planning stages, please reach out to discuss with Carter.



Serena Stach—Controller

Serena began her career with the Kiewit Corporation in 2001 working with subcontractors, bonding agents and insurers to validate and maintain compliance with contractual obligations to both prime and sub-tier contracts. With full command of the contracts typically executed, she went on to work as a business manager handling all transactional accounting and operational reporting for multiple successful vertical building projects in the Nebraska area including TD Ameritrade Ballpark and several at Nebraska Medicine. Serena progressively advanced her career in business management until becoming the Area Business Controller for the largest region in Kiewit's vertical building segment. After a brief departure from the industry, she is most enthusiastic to return to her career roots with Viking. Her goal is to ensure Viking is as efficient as possible while providing the highest quality products to clients both internal and external.

Jeff Gilbery – Environmental Health and Field Safety

Jeff has been in the tank industry from 2004 and spent 11 years as a maintenance foreman before spending the rest as a paint foreman and field superintendent. He spends a lot of his time on the road checking in on our sites ensuring all of our crews are supported with all the equipment needed to operate safely. Jeff is Responsible for keeping track of new, revised and withdrawn regulations and informing management personnel of the impact of regulatory changes on the company's operations and managing compliance environmental health and safety programs.

Monte Lund—Field Superintendent

Monte started working in the Industrial painting business in 1986 in Minnesota. He blasted and painted for a contractor for 10 years before deciding to start his own tank painting business with a partner in 1996. They owned and operated this business for 5 years until Monte decided to move to Northern Iowa and start Viking Industrial Painting in 2001. Monte owned and operated Viking as a successful company for many years before selling his company to John and Rory. Monte will continue to provide solid operational support to ensure a smooth transition and plans to stay on for several years.

Scott Jones—Foremen

Scott has been in the tank and industrial coating industry for many years and works hand in hand with Monte to ensure successful projects and that we provide a safe and productive working environment for our team. Scott is also one of the nation's leading experts running and blasting with the Versa-Blaster. This is a self-contained piece of blasting equipment that can help with environmental concerns and increase blasting productivity.

Luan Ha – Project Manager

Luan was born in raised in Vietnam. He moved to the United States and attended college at South Dakota State University where he graduated in 2015. Upon graduation Luan started as a project coordinator in the water tank industry. Viking was lucky to have him join our team in 2018 as a project manager. Luan works closely with Operations to ensure all tank projects are completed in a timely manner, to specification, and meeting our customers expectations. Luan lives in Sioux Falls with his family.

Adam Hass – Project Manager

Adam graduated college with certifications in welding and tool and die. He has been working on or managing jobsites since 2004. Adam worked on many large projects in several countries before finding his way to the tank industry in 2015. Adam's strong organizational skills, attention to detail, and communication skills are just some of the reasons that we were excited to have him join the Viking team in 2020. Adam is also a NACE Level 1 Coatings Inspector.

Mike Maryott – Project Manager

Mike is a graduate of the University of Nebraska and has been involved in construction projects for over a decade. A previous focus on sports and stadium projects worldwide, he brings international operations experience to our team. In a project management role for Viking, he will mesh that knowledge into the world of tanks. Mike resides in the Omaha area with his wife and two children.



Brandon VanderMey—Field Sales Representative

Upon graduation from St. Cloud State University in central Minnesota, Brandon began his career with the Sherwin Williams Paint Company. He held several positions over 17 years with Sherwin Williams, including Store Manager, Professional Coatings Sales Representative, and Protective and Marine Coatings Sales Representative. In 2016, Brandon began working specifically in the water tank maintenance industry, working primarily with municipalities and rural water districts in the upper Midwest. Brandon is a NACE Level 2 Coatings Inspector and enjoys consulting with his present and future clients to ensure their tanks are safe, sanitary, and maintained to maximize their overall service life. He and his wife Aimee and their two boys reside just outside Sioux Falls, South Dakota. Brandon will primarily be covering the states of Nebraska, Iowa, and South Dakota.

Rick Penner—Field Sales Representative

Rick began working in the coatings industry upon graduation from Kansas State University. He started his career with the Sherwin-Williams Co. in South Central Kansas and held numerous positions over 10 years including Operations Manager, Professional Coatings Representative and Industrial Coatings Representative. In 1999 he began working for a firm representing the Tnemec Co. in Kansas. For the next 18 years he consulted with contractors, engineers, and owners in the industrial coatings industry, with an emphasis in the water tank market. Since 2017, Rick has been working specifically in the water tank maintenance market in Kansas and Oklahoma. Rick has been active in numerous professional organizations over the years including being a member of Kansas Rural Water for the last 20 years. He completed his NACE Level III training in 1996. Rick lives in Hesston, Kansas and primarily covers Kansas and Missouri for Viking.

Nick Michaelson—Field Sales Representative

Nick started working for Sedgwick County Rural Water District #3 the Monday after his high school graduation in 2013. In 2014 he became a certified Kansas Water Operator and worked there as such for 7+ years. He took care of day-to-day operations and maintenance while attending night classes at Wichita State University to earn a double major in Marketing and Management. He wants to use his years of experience as a Water Operator to make the process of cleaning, repairing, or painting tanks as easy as possible for our customers. Nick will primarily be covering the states of Arkansas and Oklahoma.

Tom Street—Field Sales Representative

Tom started in the tank industry with Water Tower Tank and Repair in 1967, over the next 35 years he held every position within the company. After Water Tower Tank and Repair was purchased, he spent the next 15 years as a field sales representative with a large water tower maintenance company. Tom has seen it all and done it all during his career. Tom is handling Iowa and Illinois for Viking.

Ryan Lutzkanin – Safety Manager

Ryan joined Viking in 2019 after graduating from the University of Kansas. He works closely with Jeff Gilbery and travels frequently with John Snodgrass and Ben Rinken building his experience in the industrial coatings industry. He performs and oversees on-site safety inspections and recurrent safety meetings for our field crews on current operations and also coordinates with our quality control personal and executive management team to ensure we foster and maintain a safety oriented culture.

Dominic Pedersen—Estimator

Dominic grew up in Crofton, Nebraska working in several different areas of construction. He attended Southeast Community College graduating under the construction program in 2013. From there, he worked in the construction field for two and half years working on various residential construction projects. In 2015, he started working as an estimator for a commercial painting company in Lincoln, Nebraska. While working there, he gained a strong background in estimating and the painting industry. He also helped to implement bidding software within the company to utilize a more efficient estimating process.



Viking Painting References

Completed Projects

Owner	WEB Water
Project	1MG Elevated
Tank Address	3001 Vista Del Este
Completed	10/19/2020
Project Value	\$703,000.00
Contact	Bryan Lipp
Phone Number	605-692-6342
Email	bryanl@bannerandassociates.com
Scope	Interior and Exterior Blast and Paint

Owner	City of Malvern , Arkansas
Project	4 Tanks (2MG CET Containment)
Tank Address	814 McHenry Street
Completed	6/1/2019
Project Value	\$1,427,000.00
Contact	Matt Dunn
Phone Number	501-831-5071
Email	mdunn@crisengineers.com
Scope	Interior, Exterior, Repair Renovation Containment Job

Owner	City of Celina Texas
Project	2MG New Tank and 75KG Renovation
Tank Address	104 E Elm Street
Completed	7/21/2019
Project Value	\$872,000.00
Contact	Joe Seiter
Phone Number	405-593-7553
Email	jseiter@dumhamengineering.com
Scope	Interior, Exterior, Containment Job

Owner	City of Otsego MN
Project	1.0 MGHypopillar Tower Two
Tank Address	10100 70th Street Northeast
Completed	6/1/2020
Project Value	\$951,500.00
Contact	Scott Kriese
Phone Number	651-773-5111
Email	skriese@klmengineering.com
Scope	Inteiror, Exteiror, Repair and Containment

Owner	City of Desoto, Iowa
Project	75,000 Elevated Tower
Tank Address	999 Warren Street
Completed	6/1/2020
Project Value	\$290,000.00
Contact	Dan Van Langen
Phone Number	515-208-0066
Email	pwdirector@desoto-ia.org
Scope	Interior and Exterior renovation w/lead containment

Owner	City of Southlake, TX
Project	1.5MG CET Miron Tower
Tank Address	320 Miron Drive
Completed	4/20/2020
Project Value	\$623,000.00
Contact	Bahram Niknam
Phone Number	214-232-5040
Email	bahram.deltatekeng@gmail.com
Scope	Int/Ext Containment No Lead



Viking Painting References

Current Projects

7/21/2021

Owner	City of Beaumont, TX
Project	1.0MG West Elevated Storage Leg Tank Rehabilitation
Started	4/22/2021
Project Value	\$849,900.00
Contact	Nestor Borreta
Phone Number	(409) 782-7771

Owner	St. Louis Park, MN
Project	1.0MG Hydropillar w/Containment
Started	6/28/2021
Project Value	\$1,126,320.00
Contact	Greg Johnson
Phone Number	(651)-286-8450

Owner	Frankfort Water Works, IN
Project	1.0MG Legged Tank with Containment and lead paint removal
Started	5/10/2021
Project Value	\$986,550.00
Contact	Patrick Brown
Phone Number	(317)-271-3100

Owner	Montrose, CO
Project	1.5 MG Standpipe (New Tank)
Started	6/19/2021
Project Value	\$453,300.00
Contact	Tim Putnam
Phone Number	(970)-901-5186

Owner	Montgomery County, OH
Project	2.0MG Legged Tank Centerville North Tank Rehabilitation
Started	6/21/2021
Project Value	\$1,379,650.00
Contact	Patrick Brown
Phone Number	(317)-271-3100

Owner	Jackson County, MO
Project	250,000 Leg - Tank Lena EST Rehabilitation
Started	2/1/2021
Project Value	\$237,600.00
Contact	John Barry
Phone Number	816-966-0550

Owner	Town of Chrisney, IN
Project	100,000 Leg - Chrisney Water Improvements Project Div. B
Started	7/12/2021
Project Value	\$217,600.00
Contact	Michael Anderson
Phone Number	(817) 431-1800

Owner	City of Naylor, MO
Project	250,000 Leg - Water System Improvements
Started	7/12/2021
Project Value	\$242,800.00
Contact	Rich Cochran
Phone Number	(573)-471-5680



VIKING

INDUSTRIAL PAINTING

List of Owned Equipment

Recyclers and Dust Collectors:

ARS Machine S6 Grit Recycler
20k CFM Dust Collector
2 - Faster Blasters
Hurricane 500 Sand Sucker

Blast Rigs:

Inter. 52K GVW Truck with IR 1600 cfm compressor /6 ton pot
Inter. 52K GVW Truck with 800 cfm Rotair/6 ton blast pot

Semi Trailer rigs:

53 ft with 1300 CFM IR comp./8 ton pot/2500 CFM air dryer
53 ft with 11 ton blast pot 2-1600 cfm air dryers
48 ft with 1200 CFM Kaiser compressor with 6 ton pot
48 ft with 1300 CFM IR compressor with 10 ton pot
43 ft with 1- 8 ton pot and 1- 6 ton pot
Tandem trailer with 600cfm IR compressor/6 ton pot

Blast pots:

8 ton blast pot with 1600 cfm air dryer on 20 ft tandem trailer
8 ton blast pot on tandem axels
8 ton blast pot on tandem axels

Compressors:

2015 1600 CFM Ingersoll Rand
2013 1600 cfm Ingersoll Rand
1400 CFM Ingersoll Rand
1300 CFM Ingersoll Rand
375/400 CFM Ingersoll Rand
375 Ingersoll Rand
375 Kaiser

Generators:

175 KVA
25 KW
6 - 6500 Watt

Welders:

Miller Diesel Trailblazer
5 - Miller Gas Trailblazers

Pressure Washers:

2 - 5000 psi Mi-T-M
9 - 4000 psi Mi-T-M
1 - 3600 psi Dewalt
1 - 3500 psi Mi-T-M

Telehandlers:

5519 Genie
5719 Snorkel

Painting Equipment:

2 - 90-1 Graco
2 - 80-1 Graco Extreme Paint Pumps
5 - 70-1 graco extreme paint pumps
8 - 60-1 Graco Extreme Paint Pumps
1 - 50-1 Graco Extreme Paint Pump
Gas Powered Large Titan Paint Pump
Gas Powered Small Graco Pump
Wig Way Special Coatings pump

Rigging Equipment:

6- ST17 Work Basket
1 - Lisbon Cage
6 - Sky Climber work cages
1 - Spider Chair
58 - Electric Motors
8 - Air motors
280 + feet Sky Climber Breakdown Staging

Vehicles:

2020 Dodge 1 ton dually Diesel
2020 Dodge 1 ton dually Diesel
2019 Dodge 5500 Diesel
2019 GMC Sierra Diesel
2015 Ford F250 Diesel
2011 Dodge 1 ton Diesel
2011 Ford F550 Diesel
2008 Chevy 1 ton Diesel

Trailers:

4 - 16K 20ft with 3 ft sides
24' Flatbed Gooseneck Trailer
28' Enclosed Gooseneck Trailer
2 - 20' Enclosed Trailers
20 ft 14K deckover trailer
14' Enclosed Trailer

Containment Systems

225 Outriggers
5 Center Trees
3 - 8 ton Tuggers
2 - 10 ton Tuggers
200 ground anchors



Key Personnel

Rory Sudbeck – Co-owner Viking Industrial Painting

Rory was a co-owner of SGA the Nebraska, Iowa, and South Dakota Tnemec Paint Representatives for 12 years. His responsibilities included growing the Tnemec Brand in his territory and building his own business in that area. He spent his days educating engineers, painters, and end users on the benefits of protective coatings. His vast experience with different coating technology helped customers protect their assets proactively to extend service lives and help with aesthetics. After more than a decade in the coating industry he decided to take his experience into the contracting side of the business and has worked with his business partner to build Viking Painting into one of the preeminent tank painting contractors in the Country.

Tnemec Paint Representative 2005-2017

Viking Industrial Painting 2018-Current

John Snodgrass – Co-owner Viking Industrial Painting

John has worked in the water tank industry since 2002. He has held positions from Salesman to Director of Sales for Utility Service Company in Atlanta, Georgia. After leaving Utility John became the Director of Sales for Maguire Iron in Sioux Falls, South Dakota. He has worked both actively in the State of Texas selling tank work and managing sales teams for the last 10 years. After 17 years in the tank business John with his partner bought Viking Painting and has taken an active role aggressively growing their business throughout the Country. John is an active NACE Level 3 Coatings Inspector and Voting member on the National D101 and M42 Standard committees to help engineers, operators inspect and maintain their water tanks.

Utility Service Company 2002-2014

Maguire Iron Inc. 2014-2018

Viking Industrial Painting 2018-present

Monte Lund - Field Superintendent

Monte started working in the Industrial painting business in 1986 in Minnesota. He blasted and painted for a contractor for 10 years before deciding to start his own tank painting business with a partner in 1996. They owned and operated this business for 5 years until Monte decided to move to Northern Iowa and start Viking Industrial Painting in 2001. Monte owned and operated Viking as a successful company for many years before selling his company to John and Rory. Monte will continue to provide solid operational support and will lead the field operations on the project for SAWS.



Ben Rinken - Director of Operations

Ben is a graduate of the University of Sioux Falls and a construction professional with nine years of experience. He has served in multiple capacities in the water storage industry including field work, construction management, quality control, and project supervision. Ben uses sound communication skills to keep information flowing and projects on track. He is both NACE-Certified Coating Inspector Level 3 and SSPC-Lead Paint Removal (C3) Certified. Having a proven record of providing effective quality control and a firm approach to problem solving, he quickly wins respect from subcontractors and field crews alike. Ben is passionate about efforts to continuously improve upon and streamline business practices while simultaneously respecting the product, craft, and people involved with executing it.

Maguire Iron Inc 2012-2017

Journey Construction 2017-2018

Viking Industrial Painting 2018-present

Carter Spoelstra - Director of Business Development

Carter has been in the water tank industry his entire professional career. He started in 1997 with Pittsburgh Des Moines Steel (PDM) and worked for three different tank erection companies. He has served many different capacities over his 23-year career including draftsman, team leader, estimator for water and industrial storage tanks, estimating manager, and sales manager. Carter sits on the AWWA D102 Coating Steel Water Storage Tanks committee and has also been a presenter for STI/SPFA Steel Tank Steel Tank Seminars across the country.

Pittsburgh Des Moines Steel 1997 - 2001

Chicago Bridge & Iron 2001-2014

Caldwell Tanks 2014-2020

Viking Industrial Painting 2020-present

GENE LILLY
SURETY BONDS

Member  National Association of Surety Bond Producers

January 28, 2021

RE: Viking Painting, LLC

To Whom It May Concern:

Gene Lilly Surety Bonds, Inc. is pleased to provide surety support for Viking Painting, LLC. We are in position to support single project requests in the \$5 million range with a \$25 million aggregate. This is by no means a limit but merely a guide. Viking Painting has a reputation of performing excellent work and operating with the highest levels of integrity. Our agency has the utmost confidence in their management ability, project delivery, and highly recommends them.

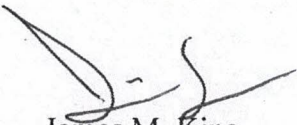
Viking Painting has an established surety relationship with Hudson Insurance Company, which is currently on the U.S. Treasury Listing of Certified Companies and has an A.M. Best rating of "A (Excellent)." Should Viking Painting be awarded a contract, we are in position to provide performance and payment bonds, following the review and acceptance of the contract under our normal underwriting conditions. The following is contact information for Hudson Insurance Company:

Todd Kramer, Regional Bond Manager
Hudson Insurance Company
118 2nd Ave SE, PO Box 73909
Cedar Rapids, IA 52407
(800) 343-9130

James M. King, President
Gene Lilly Surety Bonds, Inc.
735 South 56th Street
Lincoln, NE 68510
(402) 475-7700

Please do not hesitate to contact me if you have any questions or if I can be of further assistance.

Best Regards,
GENE LILLY SURETY BONDS, INC.


James M. King
President

JMK/lg



August 10, 2021

Viking Painting, LLC

Re: Banking Reference

To Whom It May Concern:

This letter is to outline the banking relationship that exists between Pinnacle Bank and Viking Painting, LLC.

Viking Painting, LLC is an excellent customer of Pinnacle Bank. The company has always handled banking transactions and financial arrangements in an overall professional and timely manner without exception. Average company deposit account balances range in the mid six figures.

Pinnacle Bank has a revolving line of credit note to Viking Painting that was established in the normal course of business. The revolving line is secured by a blanket lien on company assets and accounts receivable. Payment history on all current and previous borrowing is excellent.

Viking Painting, LLC is a respected and valuable customer with an excellent reputation and financial history. Should you have any questions feel free to contact me at 402-697-5992 or by e-mail at jay.faylor@pinnbank.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Faylor".

Jay Faylor
Vice President

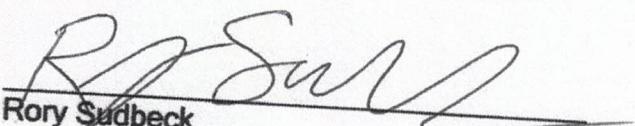
INCUMBENCY CERTIFICATE

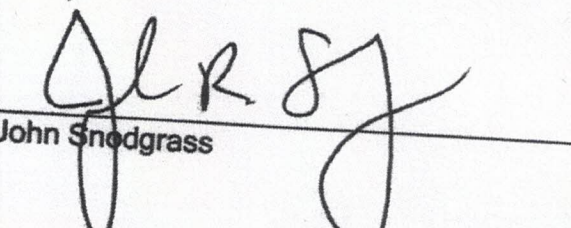
The undersigned, being all of the members of Viking Painting, LLC, a Nebraska limited liability company (the "Company"), hereby certify that the following persons are duly elected, qualified and acting officers of the Company, holding the office of the Company specified opposite their names:

<u>NAME</u>	<u>OFFICE</u>
Rory Sudbeck	President
John Snodgrass	Vice President

Dated effective as of August 17, 2018.

MEMBERS OF VIKING PAINTING, LLC


Rory Sudbeck


John Snodgrass

**DISTRICT HEALTH DEPARTMENT #2
2021 HOMELAND SECURITY GRANT PROGRAM
SUBRECIPIENT FUNDING AGREEMENT**

THIS SUBRECIPIENT FUNDING AGREEMENT, entered into this _____ day of _____, 20____, by and between the DISTRICT HEALTH DEPARTMENT #2, a public health department serving four counties within Michigan’s Region 3 and based at 630 Progress Street, West Branch, Michigan, hereinafter referred to as “DHD2”, acting as Fiduciary Agent for the 2021 Homeland Security Grant Program (Fiduciary) and _____(Political Subdivision), with a fiscal year end date of _____ (month) ____ (day).

WITNESSETH, THAT:

WHEREAS, pursuant to the Urban Cooperation Act of 1967, 1967PA 7, mcl 124.501, *et,seq.*, the Fiduciary and the Political Subdivision enter into the agreement for the purpose of passing through 2021 Homeland Security Grant Program (grant program) funds to the Political Subdivision, delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision and the Region 3 Homeland Security Planning Board regarding the grant program; and addressing use of grant program funds, including but not limited to, the purchase, use and tracking of equipment purchased with grant program funds, purchase or reimbursement of services with grant program funds, and/or reimbursement for certain salaries and/or overtime with grant program funds.

WHEREAS, DHD2 was elected and appointed Fiduciary for the 2021 Homeland Security Grant Program by the Region 3 Homeland Security Board on October 4, 2021; and District Health Department #2 accepted the position of Fiduciary and as a result entered into the 2021 Homeland Security Grant Program with the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD) and became the Subgrantee for the grant program effective September 1, 2021. In consideration of the mutual promises, obligations, representations, and assurances in the agreement, the parties agree to the following:

1. **Definitions:** The following words and expressions used throughout this agreement, whether used in singular or plural, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - 1.1. **Agreement** means the terms and conditions of this agreement, the exhibits attached hereto and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding judgement deficiency, liability, penalty, fine, litigation, costs and/or expenses, including but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. **Fiduciary** means District Health Department #2, a multi-county public health department, including, but not limited to, its Board of Health, any and all of its departments, divisions, elected and appointed officials, directors, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
 - 1.4. **Party/Parties** means the Fiduciary and the Political Subdivision may also be referred to individually as party or jointly as parties.
 - 1.5. **Political Subdivision** means a Michigan Municipal Corporation including but not limited to, its Council, Board, and any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
 - 1.6. **Region** means the area comprised of Alcona, Arenac, Bay, Genesee, Gladwin, Huron, Iosco, Lapeer, Midland, Ogemaw, Oscoda, Saginaw, Sanilac, and Tuscola Counties. The Region mirrors the existing State Emergency Management 3rd District and the Office of the Public Health Preparedness Bio-Defense Network region.
 - 1.7. **Region 3 Homeland Security Planning Board (Region 3 Planning Board)** means the Regional Homeland Security Planning Board for Region 3, as created by the Michigan Homeland Protection Board, and is comprised of the Counties from the Region.
 - 1.8. **2021 Homeland Security Grant Program (grant program)** means the grant program described and explained in Exhibit B which began September 1, 2021 and ends May 31, 2024. The grant program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NHS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. CFDA #: 97.067 and Federal Award ID #: EMW-2021-SS-00011-S01.
2. **Agreement Exhibits** - The exhibits listed below, and their properly promulgated amendments are incorporated and are part of this agreement.
 - 2.1. **Exhibit A:** Region 3 Homeland Security Planning Board minutes from October 4, 2021, re: approval of the 2021 Homeland Security Grant Program Fiduciary
 - 2.2. **Exhibit B:** 2021 Homeland Security Grant Program agreement between the Fiduciary and the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD)
 - 2.3. **Exhibit C:** FY 2021 HSGP Agreement Articles Applicable to Subrecipients
 - 2.4. **Exhibit D:** FY 2021 HSGP Equipment Ownership Agreement

3. Fiduciary Responsibilities

- 3.1. The Fiduciary will comply with all requirements set forth in the grant program agreement between the Fiduciary and MSP-EMHSD.
- 3.2. The Fiduciary shall comply with all requirements set forth in the 2021 Homeland Security Grant Program guidance.
- 3.3. The Fiduciary shall submit all required project forms to MSP-EMHSD for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 3 Planning Board.
- 3.4. The Fiduciary shall reimburse the Political Subdivision for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by MSP-EMHSD and the applicable reimbursement forms reviewed and approved by MSP-EMHSD. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by MSP-EMHSD and the Fiduciary are properly executed by the parties.
- 3.5. The Fiduciary shall create and maintain an inventory of all equipment purchased with grant program funds in accordance with 2 CFR, Part 200.313 located at <https://www.ecfr.gov>
- 3.6. The Fiduciary shall notify the Political Subdivision at the end of the Political Subdivision's fiscal year of the dollar amount of grant program funds released to the Political Subdivision for that fiscal year.
- 3.7. The Fiduciary shall file this agreement pursuant to law and provide executed copies of this agreement to the Region 3 Planning Board Secretary and the Political Subdivision.

4. Political Subdivision Responsibilities

- 4.1. The Political Subdivision shall prepare all required forms for the use of grant program funds and shall submit such forms to the Region 3 Planning Board. Upon approval by the Region 3 Planning Board, the Fiduciary will forward the required forms to MSP-EMSHD for review and approval.
- 4.2. The Political Subdivision shall make all purchases in accordance with applicable federal, state, and local purchasing policies.
- 4.3. The Political Subdivision shall use the equipment purchased with grant program funds and all grant program funds in accordance with the guidance provided in the 2021 Homeland Security Grant Notice of Funding Opportunity. The Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - 4.3.1. Operation of the equipment;
 - 4.3.2. Maintenance and repair of the equipment;
 - 4.3.3. Replacement and repair of equipment, which is willfully or negligently lost, stolen, damaged, or destroyed;

- 4.3.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
- 4.3.5. Insurance, license, or title for the equipment, if required by law or if the Political Subdivision deems appropriate in its discretion;
- 4.3.6. Training for use of the equipment, if training is not included with the purchase of the equipment;
- 4.3.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 4.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment purchased with grant program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision through the completion of Exhibit D, Equipment Ownership Agreement.
- 4.5. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision's Schedule of Expenditures of Federal Awards.
- 4.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues with disposal of the equipment.
- 4.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary, MSP-EMHSD and Federal Auditors upon request.
- 4.9. The Political Subdivision shall comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.
- 4.10. The Political Subdivision shall comply with the applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including but not limited to the following provisions:
 - 4.10.1. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by Federal or State audit.
 - 4.10.2. Retain all financial records, statistical records, supporting documentation and other pertinent materials for at least three (3) years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.

- 4.10.3. Equipment records shall be maintained by the Political Subdivision until three (3) years after the equipment has been disposed.
- 4.10.4. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- 4.11. The Political Subdivision shall integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.
- 4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environment and Historical Preservation (EHP) program engages in a review process to ensure that federally funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.
- 4.13. The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S.C. 3141 *et seq*) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing minimum wage and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: <http://www.dol.gov/compliance/laws/comp.dbra.htm>
- 4.14. Upon request, the Political Subdivision will supply to the Fiduciary any information required to meet federally mandated reporting requirements and DHS program specific reporting requirements.
- 4.15. The Political Subdivision must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions> , specifically in the DHS Specific Acknowledgements and Assurances on page 1.
5. **Region 3 Planning Board Responsibilities:** The parties agree and acknowledge that the Region 3 Planning Board shall have the following responsibilities:
- 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;

- 5.2. Hold public meetings, subject to the Michigan Open Meetings Act;
- 5.3. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Program requirements;
- 5.4. Establish subcommittees to carry out its work;
- 5.5. Advocate for, monitor and actively engage in the implementation of the Regional Homeland Security Strategy;
- 5.6. Ensure that all grant projects are aligned to the appropriate FY 2021 HSGP investment and the appropriate core capability from the National Preparedness Goal. The Region 3 Homeland Security Planning Board should consider the benefits to Region 3 prior to approving projects for funding.
- 5.7. Ensure the Regional Fiduciary is fully apprised of all projects approved by the Region 3 Homeland Security Planning Board.

6. Duration of Interlocal Agreement -

- 6.1. The agreement and any amendments hereto shall be effective when executed by both parties with resolutions passed by the governing bodies of each party and shall end three (3) years from the date the grant program is closed or when terminated and/or cancelled pursuant to Section 8. The approval and terms of the agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

7. Liability/Assurances

- 7.1. Each Party shall be responsible for any claim made against that party by a third party, and for the acts of its employees or agents arising under or related to this agreement.
- 7.2. In any claim that may arise under or related to this agreement, each party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.
- 7.3. Except as provided herein, neither party shall have any right under any legal principle to be indemnified by the other party or any of its employees or agents in connection with any claim.
- 7.4. To the extent allowed by law, DHD2 shall hold harmless the Political Subdivision for any claims arising as a result of DHD2's performance of, or failure to perform, any of its obligations under this Agreement with the Political Subdivision or the FY 2021 Homeland Security Grant Agreement with the Michigan State Police.
- 7.5. To the extent allowed by law, the Political Subdivision shall hold harmless DHD2 for any claims arising as a result of the Political Subdivision's performance of, or failure to perform, any of its obligations under this Agreement with DHD2.
- 7.6. Nothing herein shall constitute a waiver of either party's rights with regard to governmental immunity.

- 7.7. Notwithstanding any other provisions of this agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of grant program funds that it receives or the use or misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines or fees associated with an ineligible determination by the auditors.
- 7.8. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.
- 7.9. Each party shall comply with all federal, state and local ordinances, regulations, administrative rules, laws and requirements applicable to its activities performed under this Agreement, including but not limited to, the Homeland Security Grant Program Agreement, attached as Exhibit B, and the 2021 Homeland Security Grant Program Notice of Funding Opportunity.
8. **Termination and/or Cancellation of Agreement:** Either party may terminate and/or cancel the Agreement upon thirty (30) days' notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the parties' duties and obligations regarding equipment transferred to the Political Subdivision and the parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and /or cancellation.
9. **No Third Party Beneficiaries:** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
10. **Discrimination:** The Parties shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state, or local law.
11. **Permits and Licenses:** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **Reservation of Rights:** The Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **Delegation/Subcontract/Assignment:** Neither party shall delegate, subcontract and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **No Implied Waiver:** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision in this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Severability:** If a court of competent jurisdiction finds a term, or condition of this agreement to be illegal or invalid, then the term, or condition shall be deemed severed from this Agreement. All other terms, conditions and provisions of this Agreement shall remain in full force.
16. **Captions:** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions and indexes shall not be interpreted to be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **Notices:** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 17.1. If notice is sent to the Fiduciary, it shall be addressed and sent to: District Health Department #2, Finance Department, 630 Progress St., West Branch, MI 48661
- 17.2. If notice is sent to the Political Subdivision, it shall be sent to: _____
- _____
- 17.3. Either Party may change the address and/or individual to which notice is sent by notifying the other Party in writing of the change.
18. **Governing Law:** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Agreement Modifications or Amendments:** Any modifications, amendments, recession, waivers, or releases to this Agreement must be in writing and executed by both Parties.
20. **Entire Agreement:** This agreement represents the entire agreement and understanding between the parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

IN WITNESS WHEREOF:

District Health Department #2:

EXECUTED: _____ DATE: _____


PRINTED NAME and TITLE: _____

Political Subdivision: _____

EXECUTED: _____ DATE: _____

PRINTED NAME and TITLE: _____

Region 3 Homeland Security Planning Board:

EXECUTED:  DATE: 7-20-2022

PRINTED NAME and TITLE: Randy Miller, Chair R3HSPB

**Michigan 3rd District Regional
Homeland Security Planning Board
October 4, 2021
Meeting Minutes**

Meeting called to order by Region 3 Homeland Security Planning Board Chairman Randy Miller on Monday, October 4, 2021 at 1:31 P.M. Meeting was held at the Bay-Arenac ISD Career Center in Bay City, MI.

Roll Call:

Scott Rice (Alcona), Michael Bowers (Arenac, Ogemaw & Oscoda), Jeff Wilson (Genesee), Bob North (Gladwin), Randy Miller (Huron), Ralph Boudreau (Iosco), Jenifier Boyer (Midland), Mark Przybylski (Saginaw), Steve Anderson (Tuscola)

Voting Members Absent:

Tori Rhoads (Alcona), James Mosciski (Arenac), Ryan Manz (Bay), Mike Cecchini (Bay), David Stamm (Genesee), Mary Krohn (Huron), Eric Abbott (Iosco), Mary Piorunek (Lapeer), Denny Fitzpatrick (Lapeer), Nicole Swanton (Midland), Kevin Grace (Oscoda), Cari Hillman (Saginaw), Todd Hillman (Sanilac), Rob Kelly (Region 3 HCC)

Non-Voting Members Present:

Lt. Charles Barker (MSP-EMHSD, District 3 Coordinator), Dick Ripke (Midland CCP), Mark Laux (MFD/RRT #31), Melissa Upper (Region 3 Planner)

Non-Voting Members Absent: N/A

Others Present:

Josh Mosher (MFD/RRT #31), John Jurek (MFD/IMT), Chuck Allen (Iosco Co SO), Scott Martzke (Michigan Army National Guard)

Public Comments: N/A

Minutes of the August 2, 2021 R3HSPB Meeting:

Motion 2021-0046 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the minutes of the August 2, 2021 R3HSPB meeting as presented.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

FY 2018 HSGP Fiduciary Report:

The FY 18 grant projects need to be completed by the end of the year. At the last meeting the board set the deadline of October 31st to reallocate any unspent funds. AAF approvals have been moving very slowly.

Motion 2021-0047 – Motion by Bob North, seconded by Jen Boyer, to approve the FY 18 Gladwin Co. project of Portable Radios for all of Gladwin Co.’s remaining FY 18 allocation. Roll call vote.

Discussion: These are Motorola dual-band portable radios.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0048 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the FY 18 Saginaw Co. project of Level A Suits for all of Saginaw Co.’s remaining FY 18 allocation. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

The primary FY 18 backup project is the Lapeer In-Car Cameras which is a sizeable project and should be more than adequate to absorb any unspent funds.

FY 2019 HSGP Fiduciary Report:

The deadline of October 1st was set for all AAFs to be submitted and every county met the deadline.

Motion 2021-0049 – Motion by Scott Rice, seconded by Mark Przybylski, to approve the FY 19 Alcona Co. project of Air Monitors for \$21,910.45. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0050 – Motion by Mike Bowers, seconded by Jen Boyer, to approve the FY 19 Arenac Co. project of Jail VHF Radios for \$16,180.44. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0051 – Motion by Bob North, seconded by Jen Boyer, to approve the FY 19 Gladwin Co. project of Portable Radios for \$25,230.50. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0052 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the FY 19 Iosco Co. project of East Tawas FD Generator for \$6,610.39. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0053 – Motion by Steve Anderson, seconded by Mark Przybylski, to approve the FY 19 Lapeer Co. projects of Thermal Cameras for \$5,460.00 and In-Car Cameras for \$1,269.37. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0054 – Motion by Jen Boyer, seconded by Steve Anderson, to approve the FY 19 Midland Co. project of Mass Casualty Equipment for the remainder of Midland County’s FY 19 allocation. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0055 – Motion by Mike Bowers, seconded by Ralph Boudreau, to approve the FY 19 Ogemaw Co. project of EMS Pagers for \$5,000.00. Roll call vote.

Discussion: These are dual-band pagers and are 50% locally funded.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0056 – Motion by Mark Przybylski, seconded by Jen Boyer, to approve the FY 19 Saginaw Co. projects of Fire-EMS Active Assailant Task Force Equipment for \$11,658.00; Training Mannequins for \$2,580.00; SFD Level A Suits for \$2,800.00; SCSO Thermal Imaging Device for \$2,950.00; EOC Staff Computers for \$2,525.00; and Trailer Mounted Light with Generator for all remaining allocation. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0057 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the FY 19 Sanilac Co. projects of SO Radios for \$25,230.50. Roll call vote.

Discussion: These are dual-band portable radios.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

There is \$17,270.00 of unallocated FY 19 funds, as well as \$6,000 allocated to ICS training that has not been spoken for. ICS courses are available online through MI-TRAIN for approximately \$300 each. However, the issue is getting the AAF approved quickly prior to the course date. Courses are often available 12 months out. **Any ICS funds not claimed by the end of the year will be reallocated.** There will likely be well over \$4,000 in unused mileage remaining at the end of this grant cycle. Third quarter mileage requests are due to Melissa by the end of October. Conference funds in the amount of \$2,000 have been set aside for each county. The IAEM and Active Assailant Conferences are being held this month, with the GLHSC tentatively scheduled for May. The Civil Unrest pre-conference session of the Active Assailant Conference was deemed unallowable for HSGP reimbursement.

Backup projects need to be lined up to utilize these funds. Be thinking about purchases that could be quickly completed, such as increasing the quantity of an existing project. The following projects were added to the FY 19 backup list: Midland Mass Casualty Equipment for \$10,000.00 and Tuscola County TIC for \$513.00. Melissa encouraged the board to be thinking about additional backup projects. Send any ideas to her to be prioritized at a later meeting.

John Jurek is the new team manager of the IMT. The team is getting back up and running and is in need of some funding assistance.

Motion 2021-0058 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve the FY 19 IMT project of Laptop, Printer, & Case for \$2,000.00 from the backup funds. Roll call vote.

Discussion: John is going to work with the City of Midland to fund this project.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

The team has been struggling to get members into ICS 305, as spots fill up quickly. Hosting a class will cost over \$25,000 and require 24 attendees, which they do not have. Sending individuals to class would be most practical. The team is looking to send 4-6 team members to the class. This is an essential, basic class for IMT members and about half of the team members have not taken this training. MSP only offers this course in Lansing and the next class is anticipated to be offered next spring. Lt. Barker said he would look into reserving 5-6 spots in this class for the IMT.

Motion 2021-0059 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve the FY 19 IMT project of ICS 305 Training for \$10,000.00 from the unallocated funds. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0059 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve the FY 19 IMT project of ICS 305 Training for \$10,000.00 from the backup funds. Roll call vote.

Discussion: The AAF cannot be submitted for this project until dates for the class are known.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

The Aux Comm Committee wanted to request a repeater. Unfortunately, Mike Bowers and Melissa were inadvertently not sent the information on the last meeting and, thus, neither attended. The tower is in Tuscola County, but the Bay Amateur Radio Group owns the tower. They want to put a repeater on the tower which is 1000 feet high. The cost estimate for this project is roughly \$10,000. The chairman of the group was supposed to reach out to Melissa with details but has failed to do so. This request will be tabled until more information is known.

FY 2020 HSGP Fiduciary Report:

The FY 20 grant ends May 31, 2023. There are three required project categories for this grant which include Cybersecurity, Emerging Threats, and Soft Targets. Each category must be a minimum of \$42,012. The Cybersecurity is only for assessments. Midland County has requested \$10,000 of these funds. Lapeer County has requested a little over \$12,000, but this would not be for assessments and will need to wait for the FY 21 grant. The RRT is purchasing enhanced detection equipment to fulfill the Emerging Threats project. The Soft Targets project must be election related and we have been approved to purchase portable radios for election security to fulfill this project. Lapeer County has requested two APX6000 radios for approximately \$11,000 under this project. Steve Anderson noted that if we go with APX4000 radios, we can purchase 14, one for each county, for a total cost of approximately \$45,500 to include mic fees. These radios cannot be for everyday use and should be on the 800 system to be able to communicate with the State. However, there may be some counties that are not interested in participating in this project.

Requests are needed for the two required projects of election securing radios and cybersecurity assessments. **The deadline date of April 1st was set for these requests.**

Motion 2021-0060 – Motion by Mike Bowers, seconded by Mark Przybylski, to approve the FY 20 Oscoda Co. projects of AED for Non-Transport Ambulance for \$2,000.00 and EOC Laptops for \$4,000.00. Roll call vote.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0061 – Motion by Ralph Boudreau, seconded by Steve Anderson, to approve the FY 20 Iosco Co. project of East Tawas FD Generator for remaining cost of this project. Roll call vote.

Discussion: The cost of this project will be split with the FY 19 and 20 grants.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Several agencies still have not completed their FY 20 subrecipient agreement with the City of Midland. This document is required from any agency seeking reimbursement of funds under the FY 20 grant.

FY 2021 HSGP Fiduciary Report:

The FY 21 required projects can still be changed through the middle of December. Currently, these projects include the following:

- Cybersecurity - \$60,182 – Assessments and enhancements
- Emerging Threats - \$40,122 – Enhanced equipment for the RRT – Qty 2 FLIR FIDO X4 explosives detectors and supporting equipment
- Soft Targets – \$40,122 – Portable LED scene lighting and digital warning signs. Barricades would also fulfill the soft targets requirement, but the project description would need to be modified to include them.
- Intelligence & Information Sharing - \$40,122 – Training through MIOC or DHS
- Domestic Violent Extremism - \$60,182 – Training through MIOC or DHS

The FY 22 required project requests will likely be due sometime this winter. Be thinking ahead to project ideas.

Melissa thanked Mark Przybylski and Steve Anderson for all their efforts in the search for a fiduciary. We had several promising candidates, and some had to be eliminated due to not being allowable as our fiduciary, such as private entities like hospitals and community foundations. Public agencies that serve multiple counties seem to be most agreeable to FEMA.

Motion 2021-0062 – Motion by Jen Boyer, seconded by Mark Przybylski, to approve District #2 Health Department as the FY 21 HSGP Fiduciary.

Discussion: This health department is based in West Branch but serves Alcona, Iosco, Ogemaw, and Oscoda Counties.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0063 – Motion by Jen Boyer, seconded by Steve Anderson, to approve the FY 20 HSGP CSAP Contract between Melissa Upper and the City of Midland.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Critical Infrastructure Scoring Update:

The deadline for Sections 1 and 2 of the CIKR scoring assessments is February 1, 2022. Section 3 is due February 1, 2023. Some of the counties are utilizing planners to help with this task. A replacement has been hired for Peter Hoffman’s role as MIOC’s critical infrastructure specialist, but he is still available to assist and answer questions.

Addresses are required for all entries on the CIKR scoring spreadsheet, not just coordinates. Use a location close to the middle of the road or end of the bridge for their addresses. List windmill farms, not individual windmills and an approximate address for the farm.

Committee Reports:

HCC – Rob Kelly was absent, and no report was provided.

RRT – Mark Laux reported that the team currently has 43 members, which is split with hazmat and tech rescue. The team is working to build up to 48 members by the end of year. Four members are part of Michigan’s Task Force 1 response team. Two of these members are currently deployed to respond to Hurricane Ida.

The team is part of Michigan’s validation process in which they help to validate other teams in the state. Mark is one of the evaluators.

The team was asked to respond to a sewer treatment facility hazardous materials situation in Flat Rock. The team offered up their services for a 3-day response over Labor Day weekend, but the team was not needed.

The hazardous materials group has been meeting monthly with MSP either virtually or in person.

In September, the team did a training on Exterior Structural Collapse. They spent two days addressing building collapse considerations. Later this week the team is going to be working with arborists on how to help people stuck in tree stands or arborists stuck in trees. In November, the team will be training in the use of aerial trucks as an aid in rope rescue situations.

IMT – John Jurek reported that he became the new team leader for the Region 3 IMT earlier this year. He took over for Rob Glenn, who is still very active with the team. Chuck Cribley is John’s assistant and Brandon Rossi is the training officer. The team currently consists of approximately twelve members and has been struggling with credentialing to determine what level of team they are. The State is starting to roll out credentialing for Type 3 and Type 4 teams. The team has an initial goal of becoming a Type 4 team and to

eventually become a Type 3 team and a long-term goal of becoming an all-hazards strike team. The team plans to use the same standards as Task Force 1 for consistency. The team has been meeting regularly and has just started going back to in-person meetings. The team will need funding assistance for a regular training budget to meet credentialing requirements.

The team is also working on improving their dispatch policies and procedures to make them more streamlined and to make assistance requests easier. They have been using Bay Alerts for activation requests, but it is essentially a phone tree that could take hours to coordinate a response team. The new system the team is looking into is IamResponding, which is a computerized system that goes through Midland County 911 and sends out a message to all members. One of the lead team members will contact the requesting agency for more details on the response.

Currently, there is no billing mechanism set up for the IMT to respond. The individual local response agencies to which the team members belong are absorbing the response costs. The team is working on how to bill for a response and handle cost recovery, especially if they would like to respond outside of the region in the future. Jen Boyer shared that Midland County requested assistance from the Oakland County IMT through MEMAC. This team assisted with EOC logistics for eight days with a staff of 10-11 people at a cost of \$500/person/day. Through public assistance, Midland County was able to get reimbursed for these costs, but all documentation has to be up to par.

Currently, the team can only assist with an incident, but cannot take over with an incident until they have been credentialed. They are working with RRT hazmat team to coordinate with them on large events to develop scene safety plans.

The team sent four members to assist with the Brittle Fire incident. They declined a request from private entity related to the Ford Motor Company.

The team intends to visit each county soon with a meet-n-greet to introduce team and their capabilities.

Randy Miller asked the team to take their time with the development of their policies and procedures to get them right. The R3HSPB will want to review these policies and procedures before they are finalized.

Motion 2021-0064 – Motion by Jen Boyer, seconded by Steve Anderson, to approve John Jurek as the IMT representative to the R3HSPB.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Motion 2021-0065 – Motion by Ralph Boudreau, seconded by Bob North, to approve Mark Przybylski as the IMT’s conduit to the R3HSPB with Jen Boyer as the backup.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

LETPA –The next meeting will tentatively be December 9th. Melissa is going to try to coordinate with the M.A.G.L.O.C.L.E.N. rep to attend this meeting.

CCP – The committee met prior to this meeting today. Bob North is the new chairman.

Aux Comm – Mike Bowers reported that the committee met in September, but neither he, nor Melissa, attended due to poor communication. The Oscoda County’s Aux Com repeater has had an issue but should only need to be tuned and does not need to be replaced.

MSP/EMHSD – Lt. Barker will coordinate a brief presentation on using the survey tool to access the self-reporting information for GIS.

Scott Martzke of the Michigan Army National Guard introduced himself. Northern Exposure 22 Rising Waters has been shifted to the U.P. Cloverland Electric, ATC, Trans Canada, the tribes, Soo Locks, Mackinac Island, Enbridge, Sawyer Airport, Plains LPG, and quarries will all be involved, as will hazmat, wildland fire, ESF #13. The initial planning meetings were held virtually on October 6-8. The goal of the National Guard is to provide a full capability checklist for the QRF and RRF. The event will be held on April 11-15.

Unfinished Business: N/A

New Business: N/A

Other/Public Comments/Announcements:

Ralph Boudreau shared that new dock in Tawas City is now open. It has eight free day slips.

Bob North reported that Blue Ridge Power is putting in a 100-acre solar farm west of Gladwin. The project will start in March. There will be about 300 people working at the site and approximately 1000 semi-trucks worth of equipment coming in. There will be no lithium batteries, as the power is going directly onto the grid.

Staff Report:

Personnel certifications for the next six months are due to Melissa by November 1st. This would only be for the fiduciary staff, Melissa, and any grant-funded planning staff.

The annual cybersecurity assessments that each county's IT departments need to complete are due by February 28th, but ideally are due December 31st.

Adjournment:

Motion 2021-0066 – Motion by Mark Przybylski, seconded by Scott Rice, to adjourn the meeting.

Ayes: Rice, Bowers, Wilson, North, Miller, Boudreau, Boyer, Bowers, Bowers, Przybylski, Anderson
Ayes: 11 Nays: 0 Motion carried.

Meeting adjourned at 3:11 P.M.

Respectfully Submitted,
Melissa Upper



Region 3 Homeland Security Planning Board



Homeland Security Grant Program (HSGP)
City of Midland, FY 2018-20 Fiduciary

Alcona County
Scott Rice
Tori Rhoads

Arenac County
Michael Bowers
James Mosciski

Bay County
Ryan Manz
Mike Cecchini

Genesee County
David Stamm
Jeff Wilson

Gladwin County
Bob North

Huron County
Randy Miller
Mary Krohn

Iosco County
Eric Abbott
Ralph Boudreau

Lapeer County
Mary Piorunek
Denny Fitzpatrick

Midland County
Jennifer Boyer
Nicole Swanton

Ogemaw County
Michael Bowers

Oscoda County
Michael Bowers
Kevin Grace

Saginaw County
Mark Przybylski
Cari Hillman

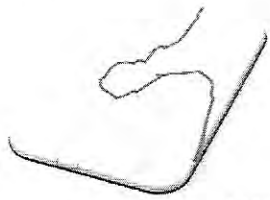
Sanilac County
Todd Hillman

Tuscola County
Steve Anderson

Region 3 HPN
Rob Kelly

Region 3 CCP
Richard Ripke

District 3 Coordinator
Lt. Charles Barker



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Michigan's Region 3
Homeland Security Planning Board (R3HSPB)
4155 Monitor Rd. (Bay-Arenac ISD Career Center)
Bay City, Michigan 48706

Randy Miller, Chair
Jennifer Boyer, Vice Chair
Steven Anderson, Secretary
Melissa Upper, Planner/Fiduciary Agent

EVENT:	DATE:	NAME	JURISDICTION
R3HSPB	10/4/21	1. Melissa Upper	R3
		2. [Signature]	Arenac/Ogemaw/Oscoda
		3. [Signature]	Midland County Sheriff's Office
		4. MARK PRZYBYLSKI	SAGINAW
		5. STEVE ANDERSON	TUSCOLA
		6. Chuck Burke	MSP-EMHSD
		7. JEFF WILSON	GENESSEE
		8. Randy Miller	Arenac
		9. Jennifer Boyer	Midland
		10. John Jurek	R3 IMT
		11. Bob North	Shelwin
		12. Mike Bowers	Arenac/Ogemaw/Oscoda
		13. Ralph Boudreau	Iosco/LEDA
		14. [Signature]	MFD
		15. Joshua Mosher	MFD



Region 3 Homeland Security Planning Board

Homeland Security Grant Program (HSGP)
City of Midland, FY 2018-20 Fiduciary

Alcona County
Scott Rice
Tori Rhoads

Arenac County
Michael Bowers
James Mosciski

Bay County
Ryan Manz
Mike Cecchini

Genesee County
David Stamm
Jeff Wilson

Gladwin County
Bob North

Huron County
Randy Miller
Mary Krohn

Iosco County
Eric Abbott
Ralph Boudreau

Lapeer County
Mary Piorunek
Denny Fitzpatrick

Midland County
Jennifer Boyer
Nicole Swanton

Ogemaw County
Michael Bowers

Oscoda County
Michael Bowers
Kevin Grace

Saginaw County
Mark Przybylski
Cari Hillman

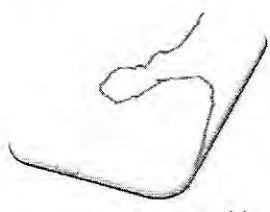
Sanilac County
Todd Hillman

Tuscola County
Steve Anderson

Region 3 HPN
Rob Kelly

Region 3 CCP
Richard Ripke

District 3 Coordinator
Lt. Charles Barker



Page 2 of 2

Michigan's Region 3
Homeland Security Planning Board (R3HSPB)
4155 Monitor Rd. (Bay-Arenac ISD Career Center)
Bay City, Michigan 48706

Randy Miller, Chair
Jennifer Boyer, Vice Chair
Steven Anderson, Secretary
Melissa Upper, Planner/Fiduciary Agent

EVENT: R3HSPB

DATE: 10/4/21

NAME
1. Charles Auer

JURISDICTION
Iron Co

2. Scott Martzke (did not sign in)

Michigan Army National Guard

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____


12. _____

13. _____

14. _____

15. _____

"Exhibit B"

Michigan State Police Emergency Management and Homeland Security Division			Grant Agreement
FEDERAL AWARD IDENTIFICATION			
SUBRECIPIENT NAME		GRANT NAME	CFDA NUMBER
District Health Department #2		Fiscal Year 2021 Homeland Security Grant Program	97.067
SUBRECIPIENT IRS/VENDOR NUMBER		FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-1911267			9/10/2021
SUBRECIPIENT DUNS NUMBER		SUBAWARD PERFORMANCE PERIOD	FROM TO
607878691			09/01/2021 05/31/2024
RESEARCH & DEVELOPMENT		Funding	Total
N/A		Federal Funds Obligated by this Action	\$802,421
INDIRECT COST RATE		Total Federal Funds Obligated to Subrecipient	\$802,421
None on file		Total Amount of Federal Award Committed	\$802,421
FEDERAL AWARD PROJECT DESCRIPTION			
Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP)			
DETAILS			
Funding requirements are found on page 2 (Section III) of the grant agreement.			
FEDERAL AWARDING AGENCY		PASS-THROUGH ENTITY (RECIPIENT) NAME	
FEMA-GPD 400 C Street SW 3rd floor Washington, DC 20472-3645		Michigan State Police, Emergency Management and Homeland Security Division P.O. Box 30634 Lansing, MI 48909	

State of Michigan Fiscal Year 2021 Homeland Security Grant Program Grant Agreement

September 1, 2021 to May 31, 2024

CFDA Number: 97.067 Grant Number:

This Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

DISTRICT HEALTH DEPARTMENT #2 (hereinafter called the Subrecipient)

I. Purpose

The FY 2021 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events, and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2021 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 3 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of the regional board for the FY 2021 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System (NPS) by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Allowable activities must comply with the FY 2021 Homeland Security Grant Program Notice of Funding Opportunity and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual, both located at <http://www.fema.gov/homeland-security-grant-program>, align with Michigan's FY 2021 SHSP investments, support capability targets established in the Threat and Hazard Identification and Risk Assessment (THIRA) and gaps identified in the Stakeholder Preparedness Review (SPR), and align to projects specifically approved by the Recipient.

II. Statutory Authority

Funding for the FY 2021 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002, as amended (Public Law 107-296), (6 U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2021*, (Public Law No. 116-260).

The Subrecipient agrees to comply with all FY 2021 HSGP program requirements in accordance with the FY 2021 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, the FY 2021 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2021 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

The Subrecipient shall also comply with the most recent version of:

1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>, select Title 2.
2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

III. Award Amount and Restrictions

- A. The **District Health Department #2**, acting as the Fiduciary Agent on behalf of the Region 3 Board, is awarded **\$802,421** under the FY 2021 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.
- B. The FY 2021 HSGP covers eligible costs from September 1, 2021, to May 31, 2024.
- C. The HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.
- D. At least **\$200,606** of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at <http://www.fema.gov/national-planning-frameworks>. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2021 HSGP.
- E. The FY 2021 HSGP includes the following five national priority area funding requirements:
 - 1) Enhancing cybersecurity;
 - 2) Enhancing the protection of soft targets/crowded places;
 - 3) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;
 - 4) Combating domestic violent extremism;
 - 5) Addressing emerging threats (e.g., transnational criminal organizations, weapons of mass destruction [WMDs], unmanned aerial systems [UASs], etc.).

At least **\$60,182** award funds must be dedicated towards enhancing cybersecurity, at least **\$40,122** must be dedicated towards the protection of soft targets/crowded places, at least **\$40,122** must be dedicated towards enhancing information and intelligence sharing and cooperation with federal agencies, at least **\$60,182** must be dedicated towards combating domestic violent extremism and at least **\$40,122** must be dedicated towards addressing

emerging threats. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2021 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>.

- F. A maximum of **\$401,210** of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- G. A maximum of 5% of awarded funds, **\$40,121**, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the *FY 2021 Homeland Security Grant Program Notice of Funding Opportunity*, and the *FEMA Preparedness Grants Manual* located at <http://www.fema.gov/homeland-security-grant-program>.
- H. The Subrecipient may only fund projects which directly support one of the FY 2021 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2021 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2021 SHSP investment justification.
- I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.
- J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

- K. A portion of FY 2021 SHSP funds should be allocated toward sustainment of the Regional Response Team Network (RRTN) and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.
- L. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

- B. Refer to the FY 2021 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program> for a detailed list of allowable costs and program activities under this grant.
- C. The subrecipient shall not use FY 2021 HSGP funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification
 2. Standard Assurances
 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 4. Audit Certification (EMD-053)
 5. Request for Taxpayer Identification Number and Certification (W-9)
 6. Other documents that may be required by federal or state officials
- E. The Subrecipient agrees to act as the Fiduciary Agent on behalf of the regional board for the FY 2021 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at <http://www.ecfr.gov>.
 2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.
 3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2021 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.
 4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at <http://www.ecfr.gov>. Every calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at loaders@michigan.gov or by mail to P.O. Box 30634, Lansing, Michigan 48909. The physical inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsd or by emailing EMD_HSGP@michigan.gov.
 5. If the Subrecipient purchases equipment for a local governmental unit with FY 2021 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At

minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.
7. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to EMD_HSGP@michigan.gov.
8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
 - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
 - d. Non-federal organizations which expend \$750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.
9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. The NIMS information is available at <http://www.fema.gov/national-incident-management-system>. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.
10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.
11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.
12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and

fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at <https://www.sam.gov>.

13. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
14. Maintain a valid Data Universal Numbering System (DUNS) number during the performance period of this grant.
15. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

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

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

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at

<http://www.michigan.gov/emhsd>. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of \$10,000 or more. All of the following requirements must be met when requesting advanced funds:

- A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
- B. The Subrecipient must place advanced funds in an interest-bearing account.
- C. The Subrecipient may retain interest up to \$500 per year (2 CFR, Part 200.305) for administrative expenses incurred for all federal grants combined.
- D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over \$500.
- E. The Subrecipient must remit any interest earned over \$500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Grants and Financial Management Section, P.O. Box 30634, Lansing, Michigan, 48909.
- F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
- G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act, 1976 PA 453*, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act, 1976 PA 220*, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

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

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

X. Third Parties

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

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 1, 2021, to May 31, 2024. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

XII. Entire Grant Agreement

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

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

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

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen

property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

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

XV. Official Certification

For the Subrecipient

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

District Health Department #2
Subrecipient Name

607878691
Subrecipient's DUNS Number

Denise M. Bryan MPA
Printed Name

Administrative Health Officer
Title

Denise M. Bryan
Signature

11-22-21
Date

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

Capt. Kevin Sweeney
Printed Name

Commander, Emergency Management
and Homeland Security Division
Title

[Signature]
Signature

10/29/2021
Date

For the Regional Board

The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 3 Homeland Security Planning Board has chosen the **District Health Department #2** to act as the Fiduciary Agent on behalf of the regional board for the FY 2021 HSGP.

Randy Miller
Printed Name

Regional Board Chair
Title

[Signature]
Signature

12-1-21
Date

Agreement Articles Applicable to Subrecipients Fiscal Year 2021 Homeland Security Grant Program

Article I - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article II - Reporting of Matters Related to Subrecipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article III - Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article IV - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article V - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VI - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article IX - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article X - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin,

religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XIV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the Recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XV - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVI - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Subrecipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XVII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XVIII - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XIX - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXI - Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Article XXIII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXIV - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVI - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXVIII - Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXIX - National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXI - USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXII - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXIV - Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVI - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVII - Federal Debt Status

All Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVIII - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XL - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



Region 3 FY 2021 Homeland Security Grant Program

Equipment Ownership Agreement

Federal Award #97.067 Grant #EMW-2021-SS-00011-S01

The following equipment was purchased by _____ (JURISDICTION) and reimbursed with FY 2021 Homeland Security Grant Program (HSGP) funds.

Item Description	Acquisition Cost	Qty	Serial/Model #	Location Where Equipment Is Stored

**Attach a separate list if more space is needed. Total Project cost: _____ Total Reimbursed by HSGP: _____

JURISDICTION understands that this equipment has been funded with 2021 HSGP funds and agrees to the following:

- 1) Equipment will be used in accordance with 2021 HSGP Notice of Funding Opportunity guidance.
- 2) **JURISDICTION** is responsible for any costs, fines, or fees associated with misuse or ineligible use of equipment.
- 3) Equipment must be kept to current national standards for readiness. Costs for insurance, title, license, maintenance, repairs, and other costs of use will be the responsibility of **JURISDICTION**.
- 4) Equipment will be prominently marked as "Purchased with HSGP funds."
- 5) **JURISDICTION** must complete disposition paperwork with EMHSD before any HSGP-funded equipment can be sold, transferred, or otherwise disposed of. All equipment documentation must be maintained for at least 3 years following the date of disposition.
- 6) Any equipment intended to be transferred out of Region 3 must first have the approval of the R3HSPB.
- 7) The cost of the equipment will be listed on **JURISDICTION'S** Schedule of Expenditures of Federal Awards (SEFA).
- 8) Equipment will be made available upon request to State and Federal auditors.
- 9) It is understood that the equipment is a regional asset and must be made available to other Region 3 agencies if requested and available. Only trained operators will use this piece of equipment.
- 10) **JURISDICTION** is bound to all terms and conditions specified in the 2021 HSGP Subrecipient Agreement.

By accepting this equipment, **JURISDICTION** accepts sole responsibility for the equipment and agrees to return funds if equipment is discovered to be used improperly or determined not eligible by State or Federal Auditors.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the jurisdiction he or she represents. The individual signing below certifies that the equipment received is in good order and meets the required specifications.

Jurisdiction

Mailing Address

Printed Name of Jurisdictional Representative

Title

Signature, Jurisdictional Representative

Date

Signature, Melissa D. Upper (Region 3 Fiduciary Agent)

Date

**Region 3 FY 2021 Homeland Security Grant Program
Transfer of Ownership Agreement**

This page is reserved for use by the **JURISDICTION** for Transfer of Ownership down to the equipment user. This section is hereby referred to as the "Transfer of Ownership Agreement."

This Transfer of Ownership Agreement should be attached to the Equipment Ownership Agreement and an Invoice of Referenced Equipment when the entity signing the Equipment Ownership Agreement is not the actual user of the equipment.

The individual or official executing this Transfer of Ownership Agreement certifies that by his/her signature he/she is authorized to sign this Transfer of Ownership Agreement and bind the user of the equipment to the same terms and conditions of the Equipment Ownership Agreement.

This Transfer of Ownership Agreement (TOA) is executed by

_____ (**JURISDICTION**) on _____ (Date)

Make/Model of Equipment: _____

Serial Number(s): _____

Jurisdiction Receiving Equipment: _____

Printed Name of Individual Receiving Equipment: _____

Organization: _____

Address: _____

Phone: _____

Email: _____

Location Where Equipment Will Be Stored, (if different than above): _____

Signature of individual receiving equipment

Date



ARP LUCAS 2022-10 UNITS

Quote Number: 10561321

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: TUSCOLA COUNTY HEALTH DEPT

Rep: Tim Hornak

Attn:

Email: tim.hornak@stryker.com

Phone Number: (231) 578-7801

Quote Date: 07/27/2022

Expiration Date: 09/23/2022

Delivery Address

Name: TUSCOLA COUNTY HEALTH DEPT

Account #: 1333549

Address: 1309 CLEAVER RD STE B

CARO

Michigan 48723

End User - Shipping - Billing

Name: TUSCOLA COUNTY HEALTH DEPT

Account #: 1333549

Address: 1309 CLEAVER RD STE B

CARO

Michigan 48723

Bill To Account

Name: TUSCOLA COUNTY HEALTH DEPT

Account #: 1333549

Address: 1309 CLEAVER RD STE B

CARO

Michigan 48723

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	10	\$13,529.26	\$135,292.60
2.0	11576-000060	LUCAS Desk-Top Battery Charger	10	\$990.75	\$9,907.50
3.0	11576-000071	LUCAS External Power Supply	10	\$313.50	\$3,135.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	10	\$606.00	\$6,060.00
5.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	10	\$118.50	\$1,185.00
Equipment Total:					\$155,580.10

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
6.1	78000703	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	4	10	\$5,106.80	\$51,068.00
ProCare Total:					\$51,068.00	



ARP LUCAS 2022-10 UNITS

Quote Number: 10561321

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: TUSCOLA COUNTY HEALTH DEPT

Chicago, IL 60673-3308

Attn:

Rep: Tim Hornak

Email: tim.hornak@stryker.com

Phone Number: (231) 578-7801

Quote Date: 07/27/2022

Expiration Date: 09/23/2022

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,623.40
Grand Total:	\$206,648.10

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



ARP LUCAS 2022

Quote Number: 10561321

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: TUSCOLA COUNTY HEALTH DEPT

Rep: Tim Hornak

Attn:

Email: tim.hornak@stryker.com

Phone Number: (231) 578-7801

Quote Date: 08/16/2022

Expiration Date: 09/23/2022

Delivery Address

Name: TUSCOLA COUNTY HEALTH DEPT

Account #: 1333549

Address: 1309 CLEAVER RD STE B

CARO

Michigan 48723

End User - Shipping - Billing

Name: TUSCOLA COUNTY HEALTH DEPT

Account #: 1333549

Address: 1309 CLEAVER RD STE B

CARO

Michigan 48723

Bill To Account

Name: TUSCOLA COUNTY HEALTH DEPT

Account #: 1333549

Address: 1309 CLEAVER RD STE B

CARO

Michigan 48723

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	10	\$13,529.26	\$135,292.60
2.0	11576-000060	LUCAS Desk-Top Battery Charger	10	\$792.60	\$7,926.00
3.0	11576-000071	LUCAS External Power Supply	10	\$313.50	\$3,135.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	10	\$606.00	\$6,060.00
6.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	3	\$421.50	\$1,264.50
Equipment Total:					\$153,678.10

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
5.1	78000703	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	10	\$4,317.13	\$43,171.30
ProCare Total:					\$43,171.30



ARP LUCAS 2022

Quote Number: 10561321

Version: 1

Prepared For: TUSCOLA COUNTY HEALTH DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Tim Hornak

Email: tim.hornak@stryker.com

Phone Number: (231) 578-7801

Quote Date: 08/16/2022

Expiration Date: 09/23/2022

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,566.35
Grand Total:	\$198,415.75

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

PENDING APPROVAL

Tuscola County ARPA Stryker/Lucas Chest Compression Proposal

- Potential project for ARPA money for the purchase of Lucas Chest Compression Devices for the county.
 - Decreasing number of first responders/resources
 - County Fire Departments have agreed to respond to CPR calls because of ambulance availability and to help with resources.
 - Covid limited exposure to first responders, reducing personnel able to work CPR calls.
 - Chest Compression device provides long lasting, quality compressions to a heart attack victim while limiting the amount of manpower needed

- MMR
 - Originally, Phil Petzold from MMR made the request for this project
 - Later found that MMR **might** be doing a large purchase dependent on their fiscal status later this fiscal year
 - Because of their purchase power, we can get in on their pricing for our own purchase regardless if MMR can make the purchase or not.

- Proposal is for the purchase of one device for each ambulance and Medical First Responder Agency in the county.
 - Four MMR rigs plus the Supervisor vehicle (5 units)
 - ACW Ambulance (1 unit)
 - Mayville Ambulance (1 unit)
 - MFR Agencies
 - Millington Fire (1 unit)
 - Reese Fire/Rescue (1 unit)
 - Kingston was initial agency but during the course of the year, they dropped MFR Service due to lack of trained personnel
 - Caro Fire/Caro Police Departments are going to start a MFR Program once they receive training (1 unit)

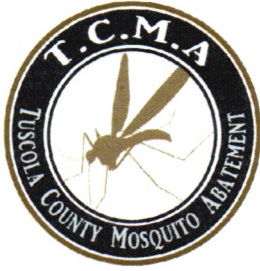
- By purchasing the ten units, we (Tuscola County) will retain ownership of the units just like a Homeland Security project. Regardless of ambulance service provider, units will remain in the County. They will be tagged with County asset tags and inventoried into the County Asset List.

- Pricing
 - With MMR contract price, one complete device, including the extended warranty (warranty for five years total) is \$19,841.58. The grand total for ten units would be \$198,415.75.
 - We are simply using MMR's purchasing power to make this purchase. The invoicing will come directly from Stryker to Tuscola County.

- Pricing on our own, direct from Stryker would be \$20,664.81 per unit for a grand total of \$206,648.10.
 - There would be a savings of \$8,232.35 buying the units via the MMR contract.
 - Scheduled price increase of 10% on October 1st.
- **Benefits**
 - This project has the potential to benefit the entire County.
 - Tuscola County has an aging population, which more likely than not will mean an increase in medical related emergencies.
 - Tuscola County, like everyone is suffering a shortage of First Responders
 - The Saginaw/Tuscola Medical Control Authority has a great survival rate, which is made possible by the many levels of cooperation. This cooperation, included the buy-in of local fire and police departments, EMS staff and the ability to provide quality treatment in the field.
 - These devices will assist in maintaining this survival survival rate but hopefully will improve it even more.

STMCA 2021 CARDIAC ARREST DATA

	STMCA	Michigan	Nation
Overall Survival	17.3%	7.7%	9.1%
Survival When Bystander Witnessed	25.3%	-	-
Bystander CPR	55.8%	41.4%	40.7%
Public AED Use	35.7%	25.8%	20.7%



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
Clayette Zechmeister-County Controller/Administrator

From: Larry Zapfe, Director

Date: August 15, 2022

Re: Request to accept supplier agreement between Valent BioSciences LLC, Bay County, Midland County and Tuscola County. Request to purchase new work truck.

I respectfully request to accept the agreement between both Valent BioSciece, Bay County, Midland County and Tuscola County for mosquito control material. This agreement allows the 3 districts to retain our current price in 2022 to be extended to the 2023 season. This agreement would also allow for a slight increase of 3% for this material in 2024 and 2025. The increase also includes shipping.

I respectfully request permission to purchase a new work truck from Moore Motors at a cost of \$30,595.76. The funds for this purchase would come from line item 240-100-970.010 Trucks, with a current balance of \$28,000. The remaining funds would come from line item 240-100-970-020 Truck Accessories in the amount of \$2,595.76, for a total of \$30,595.76.

Thank you for your time and consideration.

Respectfully,

Agreement of both vendor and Bay, Midland & Tuscola County to extend bid for 2024 & 2025 season.

Valent BioSciences LLC. would like to offer to extend the current bid for both VectoBac G granular larvicide and VectoBac 12AS liquid larvicide for 2024 & 2025.

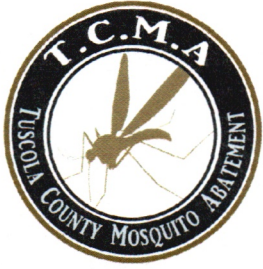
Listed are quantities and prices for each product formulation for each county.

<u>County</u>	<u>Product</u>	<u>Pack Size</u>	<u>Quantity</u>	<u>2023 Prices</u>	<u>2024 Prices - 2025 Prices</u>
Midland	VectoBac G	1,300 lb. Bags	89	\$1.211 lb.	\$1.249 lb.
Bay	VectoBac G	1,300 lb. Bags	122	\$1.211 lb.	\$1.249 lb.
Bay	VectoBac 12AS	30-gallon barrels	6	\$24.25 gal.	\$25.00 gal.
Tuscola	VectoBac G	40 lb. Bags	74	\$1.211 lb.	\$1.249 lb.
Midland	VectoBac 12AS	264-gallon totes	15	\$24.25 gal.	\$25.00 gal.
Midland	VectoBac 12AS	30-gallon barrels	12	\$24.25 gal.	\$25.00 gal.
Tuscola	VectoBac 12AS	30-gallon barrels	6	\$24.25 gal.	\$25.00gal.

Prices for 2024 & 2025 are 3% more than 2022 & 2023.

Shipping is included in the price.

We look forward to your response to extend our current agreement.



TUSCOLA COUNTY MOSQUITO ABATEMENT

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

Work Truck Bids Submitted:

Moore Motors: \$30,595.76

Bell- Wasik: \$32,490.00

Cook Chevrolet: \$32,783.71

Jon Ramirez, Director

8/18/22

Ref: Appropriation of General Funds

Commissioners, I ask that you please make an exception and consider granting a general fund appropriation to Central Dispatch (made available through the ARPA Provision of Gov. Services) in the amount of \$266,669 plus the additional cost of a furnace(s). I have worked diligently with IT, Buildings and Grounds, as well as countless vendors to bring the expense line down within the Dispatch Center. It is true that I have a large fund balance that is expected to be near \$770,000. However, what I found is that the fund balance is large due to neglected maintenance and replacement of critical equipment.

When I discovered these items, I spoke to my Authority Board, Technology Advisement Committee, and my Commissioner Representative, Commissioner Young. We then formed a subcommittee that was tasked with prioritizing these projects and costs. At the end of countless emails and several meetings, it has been determined that we simply cannot prioritize these projects as they are all deemed "critical" in nature.

With the assistance of the County Administrator, Clayette Zechmeister, we have agreed that these projects, tower upgrade, dispatch radio upgrade, generator, and furnace are the most critical. These projects do not have a legacy cost associated with them. I have attached the quotes for all of these except the furnace. At dispatch we have two furnaces, one of which was repaired but both should be looked at for replacement as they are both over 25 years old.

Without this general fund appropriation, it would decrease my expected fund balance by nearly 50% and would greatly affect the services in the future by then limiting the implementation of any new technology, further maintenance requirements, and expected cost of equipment replacement as we get onto a replacement schedule which currently does not exist.

I ask that you help me get our 911 Dispatch Center into the future and become the example for others. There is no doubt that with our partnership we can achieve greatness and provide the best services available to our citizens in Tuscola County.

Respectfully submitted,

Tuscola County Dispatch Director

Qty	Description	Cost	Total
1	<p>NEW E2 LED OBSTRUCTION LIGHTING SYSTEM Dialight DIRW LED Dual Beacons L864/L865 medium intensity dual, 80W Day/25W night, single level, 120-277V, Visual/Infrared UCS Series Control Enclosure, with alarm/monitor contacts, Powder coat steel NEMA4 enclosure, no markers, MOV surge protective devices Sensaphone Web600 IP Based Remote Monitoring System, pre-installed in Slatercom control enclosure Photocell/Socket and Installation Kit for dual lighting with 40' cable 8C SO Style Dual Beacon power cable, double shielded 340' sections of 8C Dual Beacon power cable, double shielded (controller to mid-level flash heads) INSTALLATION LABOR</p>		

Firm Budgetary Quotation

Motorola Solutions Inc. (“Motorola”) is pleased to provide this firm budgetary pricing to Tuscola County, MI to design, deliver and provide equipment, and integration services, to add one (1) new MCC 7500E dispatch console position to the existing console system. In addition to the one (1) MCC 7500E console add, Motorola Solutions will provide additional services to convert the existing three (3) MCC 7500 console positions to MCC 7500E’s.

Assumptions:

- Tuscola Co. providing furniture for the existing console positions and one (1) new 7500E.
- Tuscola Co. to provide the backhaul needed for the network connection.
- No Spares have been included in this budgetary proposal.
- Motorola has included the equipment and installation to replace three (3) legacy XTL consolettes; Motorola will not replace the existing Antenna & Line (A&L) and it is assumed that the A&L meet compliance to current manufacturer’s specifications.

NOTE: Logging recorders, Archiving Interface Servers, Fire Station Alerting Systems, CAD, 9-1-1 are not included in this proposal. If any of these items are desired a separate quote can be provided.

Low Risk Implementation and Maintenance Protects Your Investment

Motorola will follow implementation processes proven through a number of system installations and cutovers, and use an experienced installation team to keep the project on-time and on-budget. Motorola has included one year of 24x7 maintenance as part of this budgetary offering.

Next Steps

Motorola’s technical team is available to review design options with you to develop the solution that best fits your mission. Please contact your Account Manager for more information.



**Tuscola County Central Dispatch – Firm Budgetary
August 8, 2022**

This proposal includes:

Budgetary Pricing for Tuscola County	
<ul style="list-style-type: none"> ● Convert (3) existing 7500's into E's; Add (1) NEW 7500E ● Replace (3) XTL consolettes, utilize existing A&L ● Implementation and Installation Services <ul style="list-style-type: none"> - Yr 1 Warranty Wrap - PM/Engineering Hours - 3rd Party Installation 	\$87,447 \$30,324 \$61,163
Base Total	\$178,934
OPTIONAL ITEMS:	
<ul style="list-style-type: none"> - Additional Consolette Upgrades (Per Unit) - Consolette Encryption (Per Unit) - Console Encryption (Per Unit) 	\$10,108 \$995 \$9,012

Any questions can be directed to Brandon Briggs, Account Executive, at brandon.briggs@motorolasolutions.com or (248) 210-7573.



MOTOROLA



**SUBMITTAL
POWER GENERATION EQUIPMENT**

PROJECT NAME: Tuscola Dispatch

DATE: 06/28/2022

CUSTOMER: Lee Contracting

SUPPLIER: Cummins Sales and Service

CUMMINS PROJECT #: TBD

SALES REPRESENTATIVE: Dennis Robak
248-573-1557
dennis.robak@cummins.com

PROJECT ADMINISTRATOR: Josh Gayer
412-820-8417
joshua.gayer@cummins.com

Serving Cummins Customers
in
NORTHERN

NOTICE

A COPY OF THIS SUBMITTAL MUST BE RETURNED TO OUR OFFICE, APPROVED IN ITS ENTIRETY AND BEARING THE DATE OF APPROVAL, STAMP OR SIGNATURE AND TITLE OF THE APPROVING AUTHORITY, BEFORE ANY ITEM WILL BE RELEASED FOR MANUFACTURE OR SHIPMENT. WE ASSUME NO RESPONSIBILITY FOR DELAYS IN OUR FORECASTED SHIPPING SCHEDULES ON ANY ITEM ON WHICH SUBMITTAL APPROVAL IS BEYOND THIRTY (30) DAYS FROM THE SUBMISSION DATE ON THE COVER PAGE.

THIS SUBMITTAL IS BASED UPON OUR INTERPRETATION OF THE PROJECT REQUIREMENTS AND/OR SPECIFICATIONS AND IS IN ACCORDANCE WITH YOUR ORDER AND PRODUCT AVAILABILITY. PLEASE REVIEW THE ENCLOSED DATA COMPLETELY AND CAREFULLY. SHOULD ADDITIONAL INFORMATION OR CLARIFICATION BE REQUIRED, PLEASE FORWARD A SUBMITTAL COPY, COMPLETE WITH YOUR NOTATIONS, TO OUR OFFICE WITHIN THIRTY (30) DAYS FOR A PROMPT RESPONSE AND/OR RESUBMITTAL.

CONSIDERABLE ATTENTION IS GIVEN TO THE PREPARATION OF THIS SUBMITTAL TO ENSURE IT IS COMPLETE, CONCISE AND CORRECT AS POSSIBLE. PLEASE REVIEW IT CAREFULLY AND THOROUGHLY.

For questions or comments regarding this submittal, please contact your Cummins Bridgeway Sales Representative listed on the Cover Page of this submittal.

To inquire about factory ship dates, arranging delivery and to schedule start-up of your Cummins Power Generation equipment, please contact the Project Administrator listed on the Cover Page of this submittal.

**** Start-Ups must be Scheduled 2 Weeks in Advance ****

Limited Warranty

Commercial Generating Set

This limited warranty applies to all Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

Warranty Period:

The warranty start date[†] is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. See table for details.

Continuous Power (COP) is defined as being the maximum power which the generating set is capable of delivering continuously whilst supplying a constant electrical load when operated for an unlimited number of hours per year. No overload capability is available for this rating.

Prime Power (PRP) is defined as being the maximum power which a generating set is capable of delivering continuously whilst supplying a variable electrical load when operated for an unlimited number of hours per year. The permissible average power output over 24 hours of operation shall not exceed 70% of the PRP. For applications requiring permissible average output higher than stated, a COP rating should be used.

Limited-Time Running Power (LTP) is defined as the maximum power available, under the agreed operating conditions, for which the generating set is capable of delivering for up to 500 hours of operation per year.

Emergency Standby Power (ESP) is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage or under test conditions for up to 200 hours of operation per year. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP.

Environmental Protection Agency – Stationary Emergency (EPA-SE) is defined as being the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generator set is capable of delivering in the event of a utility power outage or under test conditions and used in strict accordance with the EPA NSPS for stationary engines, 40 CFR part 60, subparts IIII and JJJJ, where a reliable utility must be present. The permissible average power output over 24 hours of operation shall not exceed 70% of the EPA-SE.

Data Center Continuous (DCC) is defined as the maximum power which the generator is capable of delivering continuously to a constant or varying electrical load for unlimited hours in a data center application.

Base Warranty Coverage Duration (Whichever occurs first)

Rating	Months	Max. Hours
COP	12	Unlimited
PRP	12	Unlimited
LTP	12	500 hrs
ESP	24	400 hrs
EPA-SE	24	Unlimited
DCC	24	Unlimited

[†] Warranty start date for designated rental and oil and gas model Products is determined to be date of receipt of Product by the end customer.

Cummins Power Generation® Responsibilities:

In the event of a failure of the Product during the warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location.
- Maintenance items that are contaminated or damaged by a warrantable failure.

Owner Responsibilities:

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.
- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

Limitations:

This limited warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Inappropriate use of an EPA-SE application generator set relative to EPA's standards.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.

- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Damage to customer property.

A "Data center" is defined as a dedicated facility that house computers and associated equipment for data storage and data handling.

Reliable utility is defined as utility power without routine or regularly scheduled black-outs.

Please contact your local Cummins Power Generation® Distributor for clarification concerning these limitations.

CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

Extended Warranty:

Cummins Power Generation® offers several levels of Extended Warranty Coverage. Please contact your local Cummins Power Generation® Distributor for details.

www.cumminspower.com

THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This limited warranty shall be enforced to the maximum extent permitted by applicable law. This limited warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: _____
 Product Serial Number: _____
 Date in Service: _____

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Table of Contents

Tucola Dispatch

Document	Description
A028U870	Commercial Generating Set Limited EPA Base Warranty
NAS-6092-EN	Specification Sheet - Spark-Ignited Generator Set 80kW 120/208 Vac, 3PH, 4W, 60Hz.
NAD-6097-EN	Specification Data Sheet - Engine Data Sheet
S-1566	Specification Data Sheet - PowerCommand 1 1 Control
MSP-1141	Fuel Requirements
EDS-1304	Specification Data Sheet - Emission Data
BP-125	Additional Generator Accessories
A051P365	Outline Drawing - Generator, Enclosure & Options
A051P453	Outline Drawing - Outline Drawing
S-6557	Automatic Transfer Switch Drawings & Specifications OTECSE 400A 120/208, 3PH, 4W, 60Hz
S-6560	Specification Sheet - PowerCommnad PC40
0310-1307	Outline Drawing - OTECSEA Transfer Switch

IMPORTANT!

FUEL SUPPLY REQUIREMENTS

Fuel Source: Natural Gas

Fuel Consumption at Full Load: 1072.00 - SCFH

Required Operating Fuel Pressure: 6 - 13 in H₂O

(fuel pressure required while the generator set is in operation at running pressure to engine mounted regulator, no load to full load)

Required Fuel Pressure and Volume **MUST** be available under ALL operating conditions at the generator set location.

All generator sets must be installed with a flexible fuel line and fuel strainer prior to the engine connection:

Flexible Fuel Line: included loose accessory
 included engine mounted

Fuel Strainer: included loose accessory

Please contact your salesperson for any questions.



Spark-ignited generator set

45–100 kW Standby
EPA emissions



Description

Cummins® generator sets are fully integrated power generation systems providing optimum performance, reliability and versatility for stationary Standby applications.

Features

Gas engine - Rugged 4-cycle Cummins QSJ5.9G spark-ignited engine delivers reliable power. The electronic air/fuel ratio control provides optimum engine performance and fast response to load changes.

Alternator - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads and fault clearing short-circuit capability.

Control system - The PowerCommand® 1.1 electronic control is standard equipment and provides total generator set system integration including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, output metering, auto-shutdown at fault detection and NFPA 110 Level 1 compliance. The PowerCommand 2.3 control is also optional and is UL 508 Listed and provides AmpSentry™ protection.

Cooling system - Standard cooling package provides reliable running at up to 50 °C (122 °F) ambient temperature.

Enclosures - The aesthetically appealing enclosure incorporates special designs that deliver one of the quietest generators of its kind. Aluminum material plus durable powder coat paint provides the best anti-corrosion performance. The generator set enclosure has been evaluated to withstand 180 MPH wind loads in accordance with ASCE7 -10. The design has hinged doors to provide easy access for service and maintenance.

NFPA - The generator set accepts full rated load in a single step in accordance with NFPA 110 for Level 1 systems.

Warranty and service - Backed by a comprehensive warranty and worldwide distributor network.

Model	Natural gas		Propane		Data sheets
	Standby		Standby		
	kW	kVA	kW	kVA	
C45 N6	45	56	45	56	NAD-6093-EN
C50 N6	50	63	50	63	NAD-6094-EN
C60 N6	60	75	60	75	NAD-6095-EN
C70 N6	70	88	70	88	NAD-6096-EN
C80 N6	80	100	80	100	NAD-6097-EN
C100 N6	100	125	100	125	NAD-6098-EN

Generator set specifications

Governor regulation class	ISO8528 Part 1 Class G3
Voltage regulation, no load to full load	± 1.0%
Random voltage variation	± 1.0%
Frequency regulation	Isochronous
Random frequency variation	± 0.25% @ 60 Hz
Radio frequency emissions compliance	Meets requirements of most industrial and commercial applications

Engine specifications

Design	Naturally aspirated or turbocharged (varies by generator set model)
Bore	102.1 mm (4.02 in.)
Stroke	119.9 mm (4.72 in.)
Displacement	5.9 liters (359 in ³)
Cylinder block	Cast iron, in-line 6 cylinder
Battery capacity	850 amps at ambient temperature of 0 °F to 32 °F (-18 °C to 0 °C)
Battery charging alternator	52 amps
Starting voltage	12 volt, negative ground
Lube oil filter type(s)	Spin-on with relief valve
Standard cooling system	50 °C (122 °F) ambient cooling system
Rated speed	1800 rpm

Alternator specifications

Design	Brushless, 4 pole, drip proof, revolving field
Stator	2/3 pitch
Rotor	Direct coupled, flexible disc
Insulation system	Class H per NEMA MG1-1.65
Standard temperature rise	120 °C (248 °F) Standby
Exciter type	Torque match (shunt) with PMG as option
Alternator cooling	Direct drive centrifugal blower
AC waveform Total Harmonic Distortion (THDV)	< 5% no load to full linear load, < 3% for any single harmonic
Telephone Influence Factor (TIF)	< 50 per NEMA MG1-22.43
Telephone Harmonic Factor (THF)	< 3%

Available voltages

1-phase	3-phase
• 120/240	• 120/208
• 120/240	• 277/480
• 347/600	• 127/220

Generator set options

Fuel system

- Single fuel - natural gas or propane vapor, field selectable
- Dual fuel – natural gas and propane vapor auto changeover
- Low fuel gas pressure warning

Engine

- Engine air cleaner
- Shut down – low oil pressure
- Extension – oil drain
- Engine oil heater

Alternator

- 120 °C temperature rise alternator
- 105 °C temperature rise alternator
- PMG
- Alternator heater, 120 V
- Reconnectable full 1 phase output alternator

Control

- AC output analog meters
- Stop switch – emergency
- Auxiliary output relays (2)
- Auxiliary configurable signal inputs (8) and relay outputs (8)

Electrical

- One, two or three circuit breaker configurations
- 80% rated circuit breakers
- 100% rated LSI circuit breakers
- Battery charger

Enclosure

- Aluminum enclosure Sound Level 1 or Level 2, sandstone or green color
- Aluminum weather protective enclosure with muffler installed, green color

Cooling system

- Shutdown – low coolant level
- Warning – low coolant level
- Extension – coolant drain
- Coolant heater options:
 - <4 °C (40 °F) – cold weather
 - <-17 °C (0 °F) – extreme cold

Exhaust system

- Exhaust connector NPT
- Exhaust muffler mounted

Generator set application

- Base barrier – elevated genset
- Battery rack, standard battery
- Battery rack, larger battery
- Radiator outlet duct adapter

Warranty

- Base warranty – 2 year/1000 hours, Standby
- 3 year Standby warranty options
- 5 year Standby warranty options

Generator set accessories

- Coolant heaters – 1000 W/1500 W
- Battery rack, standard/large battery
- Battery heater kit
- Engine oil heater
- Remote control displays
- Auxiliary output relays (2)
- Auxiliary configurable signal inputs (8) and relay outputs (8)
- Annunciator – RS485
- Remote monitoring device – PowerCommand 500/550
- Battery charger – stand-alone, 12 V
- Circuit breakers
- Enclosure Sound Level 1 to Sound Level 2 upgrade kit
- Base barrier – elevated generator set
- Mufflers – industrial, residential or critical
- Alternator PMG
- Alternator heater

Control system PowerCommand 1.1



PowerCommand control is an integrated generator set control system providing voltage regulation, engine protection, operator interface and isochronous governing (optional). Major features include:

- Battery monitoring and testing features and smart starting control system.
- Standard PCCNet interface to devices such as remote annunciator for NFPA 110 applications.
- Control boards potted for environmental protection.
- Control suitable for operation in ambient temperatures from -40 °C to +70 °C (-40 °F to +158 °F) and altitudes to 5000 meters (13,000 feet).
- Prototype tested; UL, CSA, and CE compliant.
- InPower™ PC-based service tool available for detailed diagnostics.

Operator/display panel

- Manual off switch
- Alpha-numeric display with pushbutton access for viewing engine and alternator data and providing setup, controls and adjustments (English or international symbols)
- LED lamps indicating generator set running, not in auto, common warning, common shutdown, manual run mode and remote start
- Suitable for operation in ambient temperatures from -40 °C to +70 °C
- Bargraph display (optional)

AC protection

- Over current warning and shutdown
- Over and under voltage shutdown
- Over and under frequency shutdown
- Over excitation (loss of sensing) fault
- Field overload

Engine protection

- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- Low coolant temperature warning
- High, low and weak battery voltage warning
- Fail to start (overcrank) shutdown

- Fail to crank shutdown
- Redundant start disconnect
- Cranking lockout
- Sensor failure indication
- Low fuel level warning or shutdown

Alternator data

- Line-to-Line and Line-to-neutral AC volts
- 3-phase AC current

Frequency

- Total kVa

Engine data

- DC voltage
- Lube oil pressure
- Coolant temperature
- Engine speed

Other data

- Generator set model data
- Start attempts, starts, running hours
- Fault history
- RS485 Modbus® interface
- Data logging and fault simulation (requires InPower service tool)

Digital governing (optional)

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 2-phase Line-to-Line sensing
- Configurable torque matching

Control functions

- Time delay start and cooldown
- Cycle cranking
- PCCNet interface
- (2) Configurable inputs
- (2) Configurable outputs
- Remote emergency stop
- Automatic Transfer Switch (ATS) control
- Generator set exercise, field adjustable

Options

- Auxiliary output relays (2)
- Remote annunciator with (3) configurable inputs and (4) configurable outputs
- PMG alternator excitation
- PowerCommand 500/550 for remote monitoring and alarm notification (accessory)
- Auxiliary, configurable signal inputs (8) and configurable relay outputs (8)

- Digital governing
- AC output analog meters (bargraph)
 - Color-coded graphical display of:
 - 3-phase AC voltage
 - 3-phase current
 - Frequency
 - kVa
- Remote operator panel
- PowerCommand 2.3 control with AmpSentry protection

Ratings definitions

Emergency Standby Power (ESP):

Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Limited-Time Running Power (LTP):

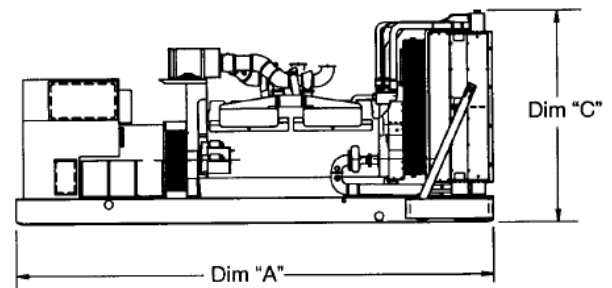
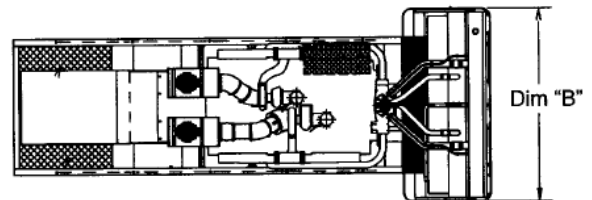
Applicable for supplying power to a constant electrical load for limited hours. Limited Time Running Power (LTP) is in accordance with ISO 8528.

Prime Power (PRP):

Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Base Load (Continuous) Power (COP):

Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514.



This outline drawing is for reference only. See respective model data sheet for specific model outline drawing number.





Do not use for installation design

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Set weight* kg (lbs.)
Open set				
C45 N6	2489 (98)	1016 (40)	1473 (58)	989 (2180)
C50 N6	2489 (98)	1016 (40)	1473 (58)	989 (2180)
C60 N6	2489 (98)	1016 (40)	1473 (58)	1103 (2431)
C70 N6	2489 (98)	1016 (40)	1473 (58)	1111 (2449)
C80 N6	2489 (98)	1016 (40)	1473 (58)	1173 (2587)
C100 N6	2489 (98)	1016 (40)	1473 (58)	1233 (2719)
Weather protective enclosure				
C45 N6	2489 (98)	1016 (40)	1473 (58)	1070 (2359)
C50 N6	2489 (98)	1016 (40)	1473 (58)	1070 (2359)
C60 N6	2489 (98)	1016 (40)	1473 (58)	1184 (2610)
C70 N6	2489 (98)	1016 (40)	1473 (58)	1192 (2628)
C80 N6	2489 (98)	1016 (40)	1473 (58)	1255 (2766)
C100 N6	2489 (98)	1016 (40)	1473 (58)	1315 (2898)
Sound attenuated enclosure Level 1				
C45 N6	3023 (119)	1016 (40)	1473 (58)	1114 (2455)
C50 N6	3023 (119)	1016 (40)	1473 (58)	1114 (2455)
C60 N6	3023 (119)	1016 (40)	1473 (58)	1227 (2706)
C70 N6	3023 (119)	1016 (40)	1473 (58)	1236 (2724)
C80 N6	3023 (119)	1016 (40)	1473 (58)	1298 (2862)
C100 N6	3023 (119)	1016 (40)	1473 (58)	1358 (2994)
Sound attenuated enclosure Level 2				
C45 N6	3454 (136)	1016 (40)	1473 (58)	1127 (2485)
C50 N6	3454 (136)	1016 (40)	1473 (58)	1127 (2485)
C60 N6	3454 (136)	1016 (40)	1473 (58)	1241 (2736)
C70 N6	3454 (136)	1016 (40)	1473 (58)	1249 (2754)
C80 N6	3454 (136)	1016 (40)	1473 (58)	1312 (2892)
C100 N6	3454 (136)	1016 (40)	1473 (58)	1372 (3024)

* Weights above are average. Actual weight varies with product configuration.

Codes and standards

Codes or standards compliance may not be available with all model configurations – consult factory for availability.

	<p>The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Cummins products bearing the PTS symbol meet the prototype test requirements of NFPA 110 for Level 1 systems.</p>		<p>The generator set is available Listed to UL 2200, Stationary Engine Generator Assemblies.</p>
<p>International Building Code</p>	<p>The generator set is certified to International Building Code (IBC) 2012.</p>		<p>All low voltage models are CSA certified to product class 4215-01.</p>
	<p>This generator set is designed in facilities certified to ISO 9001 and manufactured in facilities certified to ISO 9001 or ISO 9002.</p>	<p>U.S. EPA</p>	<p>Engine certified to U.S. EPA SI Stationary Emission Regulation 40 CFR, Part 60.</p>

Warning: Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open.

For more information contact your local Cummins distributor or visit power.cummins.com

Our energy working for you.™



Generator set data sheet



Model: C80 N6
Frequency: 60 Hz
Fuel type: Natural gas/propane
kW rating: 80 natural gas Standby
 80 propane Standby
Emissions level: EPA Emissions

Fuel consumption	Natural gas Standby				Propane Standby			
	kW (kVA)				kW (kVA)			
Ratings	80 (100)				80 (100)			
Load	1/4	1/2	3/4	Full	1/4	1/2	3/4	Full
scfh	450.5	671.5	867.7	1072.0	182.9	264.2	340.0	427.2
m³/hr	12.76	19.02	24.57	30.36	5.18	7.48	9.63	12.10

Engine	Natural gas Standby rating	Propane Standby rating
Engine model	QSJ5.9G-G3	
Configuration	Cast iron, in-line 6 cylinder	
Aspiration	Turbocharged and after-cooled	
Gross engine power output, kWm (bhp)	121.3 (162.7)	
Bore, mm (in.)	102.1 (4.02)	
Stroke, mm (in.)	119.9 (4.72)	
Rated speed, rpm	1800	
Compression ratio	8.5:1	
Lube oil capacity, L (qt)	14.2 (15)	
Overspeed limit, rpm	2250	

Fuel supply pressure	
Minimum operating pressure, kPa (in H ₂ O)	1.5 (6.0)
Maximum operating pressure, kPa (in H ₂ O)	3.2 (13.0)

Air	Natural gas Standby rating	Propane Standby rating
Combustion air, m ³ /min (scfm)	7.6 (268.1)	7.6 (269.1)
Maximum normal duty air cleaner restriction, kPa (in H ₂ O)	0.4 (1.5)	0.4 (1.5)
Maximum heavy duty air cleaner restriction, kPa (in H ₂ O)	3.7 (15)	3.7 (15)

Exhaust	Natural gas Standby rating	Propane Standby rating
Exhaust flow at rated load, m ³ /min (cfm)	23.0 (810.8)	21.2 (750.2)
Exhaust temperature, °C (°F)	633.9 (1173.1)	644.0 (1191.2)
Exhaust maximum back pressure, kPa (in H ₂ O)	7 (28.1)	7 (28.1)

Standard set-mounted radiator cooling¹

Ambient design, °C (°F)	50 (122)
Fan load, kW (HP)	9 (12)
Coolant capacity (with radiator), L (US gal)	16 (4.2)
Cooling system air flow, m ³ /min (scfm)	218.0 (7700)
Maximum cooling air flow static restriction, kPa (in H ₂ O)	0.12 (0.5)

Weights²

Unit dry weight kgs (lbs)	1216 (2680)
Unit wet weight kgs (lbs)	1255 (2766)

Notes:

¹ For non-standard remote installations contact your local Cummins representative.

² Weights represent a set with standard features. See outline drawing for weights of other configurations.

Alternator data

Standard alternators	Natural gas/propane single phase table	Natural gas/propane three phase table					Full single phase output, reconnectable	
Maximum temperature rise above 40 °C ambient	120 °C	120 °C	120 °C	120 °C	120 °C	120 °C	120 °C	
Feature code	BB90-2	B986-2	B946-2	B943-2	B952-2	BB86-2	BB88-2	
Alternator data sheet number	ADS-206	ADS-205	ADS-205	ADS-205	ADS-205	ADS-206	ADS-208	
Voltage ranges	120/240	120/240	120/208	277/480	347/600	127/220	120 - 480	
Voltage feature code	R104-2	R106-2	R098-2	R002-2	R114-2	R020-2	Varies by voltage	
Surge kW	96.9	103.4	103.4	103.2	103.2	103.2	Varies by voltage	
Motor starting kVA (at 90% sustained voltage)	Shunt	313	260	260	260	260	313	422
	PMG	368	306	306	306	306	368	497
Full load current amps at Standby rating	333	241	278	120	92	262	Varies by voltage	



PowerCommand®

1.1 Control System



Description

The PowerCommand control system is a microprocessor-based generator set monitoring, metering and control system designed to meet the demands of today's engine driven generator sets. The integration of all control functions into a single control system provides enhanced reliability and performance compared to conventional generator set control systems. These control systems have been designed and tested to meet the harsh environment in which gensets are typically applied.

Features

Easy to view: HMI 211RS for residential use. 128 x 64 pixel graphic LED backlight LCD.

Easy to use: Tactile buttons for generator set start/stop. Residential Standby display for convenient use.

Modbus® interface: Eliminates need for MODLON.

Progressive protective functions: Advanced Overcurrent Protection – Generator set monitoring & protection.

Digital voltage regulation: Single phase full wave SCR type regulator compatible with either shunt or PMSG systems.

Digital engine speed governing: Provides isochronous frequency regulation.

12 and 24 VDC battery operation.

Automatic mains failure: Smooth & automatic transfer and re-transfer of load from utility to generator set & vice-versa.

Exerciser clock: Runs generator set exerciser routines for dependability of operation.

Warranty and service: Backed by a comprehensive warranty and worldwide distributor service network.

Certification: Suitable for use on generator sets that are designed, manufactured, tested and certified to relevant UL, NFPA, ISO, IEC Mil Std., CE and CSA standards.

PowerCommand Digital Generator Set Control PCC 1302



Description

The PowerCommand generator set control is suitable for use on a wide range of generator sets in non-parallel applications. The PowerCommand control is compatible with shunt or PMG excitation style. It is suitable for use with reconnectable or non-reconnectable generators, and it can be configured for any frequency, voltage and power connection from 120-600 VAC Line-to-Line.

Power for this control system is derived from the generator set starting batteries. The control functions over a voltage range from 8 VDC to 30 VDC.

Features

- 12 and 24 VDC battery operation.
- Digital voltage regulation.
- Digital engine speed governing (where applicable) - Provides isochronous frequency regulation.
- Full authority engine communications (where applicable) - Provides communication and control with the Engine Control Module (ECM).
- Common harnessing - with higher feature Cummins controls allows for easy field upgrades.
- Generator set monitoring - Monitors status of all critical engine and alternator functions.
- Digital genset metering (AC and DC).
- Genset battery monitoring system - to sense and warn against a weak battery condition.
- Engine starting - Includes relay drivers for starter, fuel shut off (FSO), glow plug/spark ignition power and switch B+ applications.
- Generator set protection - Protects engine and alternator.
- Advanced serviceability - using InPower™, a PC-based software service tool.
- Environmental protection - The control system is designed for reliable operation in harsh environments. The main control board is a fully encapsulated module that is protected from the elements.
- Exerciser function – Routine exercising of generator set.
- Supports dual fuel control.
- Automatic Mains Failure function built in generator set controller. Modbus interface - for interconnecting to customer equipment.

- Configurable inputs and outputs - Four discrete inputs and two dry contact relay outputs.
- Warranty and service - Backed by a comprehensive warranty and worldwide distributor service network.
- Certifications - Suitable for use on generator sets that are designed, manufactured, tested and certified to relevant UL, NFPA, ISO, IEC, Mil Std., CE and CSA standards.

Base Control Functions

HMI capability

Operator adjustments - The HMI includes provisions for many set up and adjustment functions.

Generator set hardware data - Access to the control and software part number, generator set rating in kVA and generator set model number is provided from the HMI or InPower™.

Data logs - Includes engine run time, controller on time, number of start attempts.

Fault history - Provides a record of the most recent fault conditions with control hours time stamp. Up to 10 events are stored in the control non-volatile memory.

Alternator data

- Voltage (single or three phase Line-to-Line and Line-to-Neutral)
- Current (single or three phase)
- kVA (three phase and total)
- Frequency
- Engine data
- Starting battery voltage
- Engine speed
- Engine temperature
- Engine oil pressure
- Partial Full Authority Engine (FAE) data (where applicable)
- Service adjustments - The HMI includes provisions for adjustment and calibration of generator set control functions. Adjustments are protected by a password. Functions include:
 - Engine speed governor adjustments
 - Voltage regulation adjustments
 - Cycle cranking
 - Configurable fault set up
 - Configurable output set up
 - Meter calibration
 - Units of measurement

Engine control

SAE-J1939 CAN interface to full authority ECMs (where applicable) - Provides data swapping between genset and engine controller for control, metering and diagnostics.

12 VDC/24 VDC battery operations - PowerCommand will operate either on 12 VDC or 24 VDC batteries.

Isochronous governing (where applicable) - Capable of controlling engine speed within +/-0.25% for any steady state load from no load to full load. Frequency drift will not exceed +/-0.5% for a 33 °C (60 °F) change in ambient temperature over an 8 hour period.

Temperature dependent governing dynamics (with electronic governing) - Modifies the engine governing control parameters as a function of engine temperature. This allows the engine to be more responsive when warm and more stable when operating at lower temperature levels.

Remote start mode - Accepts a ground signal from remote devices to automatically start the generator set and immediately accelerate to rated speed and voltage. The remote start signal will also wake up the control from sleep mode. The control can incorporate a time delay start and stop.

Remote and local Emergency stop - The control accepts a ground signal from a local (genset mounted) or remote (facility mounted) Emergency stop switch to cause the generator set to immediately shut down. The generator set is prevented from running or cranking with the switch engaged. If in sleep mode, activation of either Emergency stop switch will wake up the control.

Sleep mode - The control includes a configurable low current draw state to minimize starting battery current draw when the genset is not operating. The control can also be configured to go into a low current state while in auto for Prime applications or applications without a battery charger.

Engine starting - The control system supports automatic engine starting. Primary and backup start disconnects are achieved by one of three methods: magnetic pickup, battery charging alternator feedback or main alternator output frequency. The control also supports configurable glow plug control when applicable.

Cycle cranking - Configurable for the number of starting cycles (1 to 7) and duration of crank and rest periods. Control includes starter protection algorithms to prevent the operator from specifying a starting sequence that might be damaging.

Time delay start and stop (cooldown) - Configurable for time delay of 0-300 seconds prior to starting after receiving a remote start signal and for time delay of 0-600 seconds prior to shut down after signal to stop in normal operation modes. Default for both time delay periods is 0 seconds.

Alternator control

The control includes an integrated line-to-line sensing voltage regulation system that is compatible with shunt or PMG excitation systems. The voltage regulation system is full wave rectified and has an SCR output for good motor starting capability. Major system features include:

Digital output voltage regulation - Capable of regulating output voltage to within +/-1.0% for any loads between no load and full load. Voltage drift will not exceed +/-1.5% for a 40 °C (104 °F) change in temperature in an eight hour period. On engine starting or sudden load acceptance, voltage is controlled to a maximum of 5% overshoot over nominal level.

The automatic voltage regulator feature can be disabled to allow the use of an external voltage regulator.

Torque-matched V/Hz overload control - The voltage roll-off set point and rate of decay (i.e. the slope of the V/Hz curve) is adjustable in the control.

Protective Functions

On operation of a protective function the control will indicate a fault by illuminating the appropriate status LED on the HMI, as well as display the fault code and fault description on the LCD. The nature of the fault and time of occurrence are logged in the control. The service manual and InPower service tool provide service keys and procedures based on the service codes provided. Protective functions include:

Battle short mode

When enabled and the battle short switch is active, the control will allow some shutdown faults to be bypassed. If a bypassed shutdown fault occurs, the fault code and description will still be annunciated, but the genset will not shutdown. This will be followed by a fail to shutdown fault. Emergency stop shutdowns and others that are critical for proper operation are not bypassed. Please refer to the Control Application Guide or Manual for list of these faults.

Configurable alarm and status inputs

The control accepts up to four alarm or status inputs (configurable contact closed to ground or open) to indicate a configurable (customer-specified) condition. The control is programmable for warning, shutdown or status indication and for labelling the input.

Emergency stop

Annunciated whenever either Emergency stop signal is received from external switch.

General engine protection

Low and high battery voltage warning - Indicates status of battery charging system (failure) by continuously monitoring battery voltage.

Weak battery warning - The control system will test the battery each time the generator set is signaled to start and indicate a warning if the battery indicates impending failure.

Fail to start (overcrank) shutdown - The control system will indicate a fault if the generator set fails to start by the completion of the engine crank sequence.

Fail to crank shutdown - Control has signaled starter to crank engine but engine does not rotate.

Cranking lockout - The control will not allow the starter to attempt to engage or to crank the engine when the engine is rotating.

Hydro mechanical fuel system engine protection

Overspeed shutdown - Default setting is 115% of nominal.

Low lube oil pressure warning/shutdown - Level is pre-set (configurable with InPower) to match the capabilities of the engine used. Control includes time delays to prevent nuisance alarms.

High lube oil temperature warning/shutdown - Level is pre-set (configurable with InPower) to match the capabilities of the engine used. Control includes time delays to prevent nuisance alarms.

High engine temperature warning/shutdown - Level is pre-set (configurable with InPower) to match the capabilities of the engine used. Control includes time delays to prevent nuisance alarms.

Low coolant temperature warning - Indicates that engine temperature may not be high enough for a 10 second start or proper load acceptance.

Sensor failure indication - Logic is provided on the base control to detect analog sensor or interconnecting wiring failures.

Full authority electronic engine protection

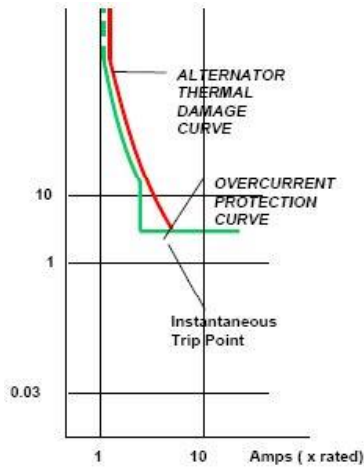
Engine fault detection is handled inside the engine ECM. Fault information is communicated via the SAE-J1939 data link for annunciation in the HMI

Alternator protection

High AC voltage shutdown (59) - Output voltage on any phase exceeds pre-set values. Time to trip is inversely proportional to amount above threshold. Values adjustable from 105-130% of nominal voltage, with time delay adjustable from 0.1-10 seconds. Default value is 110% for 10 seconds.

Low AC voltage shutdown (27) - Voltage on any phase has dropped below a pre-set value. Adjustable over a range of 50-95% of reference voltage, time delay 2-20 seconds. Default value is 85% for 10 seconds.

Overcurrent warning/shutdown - Implementation of the thermal damage curve with instantaneous trip level calculated based on current transformer ratio and application power rating.



Under frequency shutdown (81 u) - Generator set output frequency cannot be maintained. Settings are adjustable from 2-10 Hz below nominal governor set point, for a 5-20 second time delay. Default: 6 Hz, 10 seconds.

Over frequency shutdown/warning (81 o) - Generator set is operating at a potentially damaging frequency level. Settings are adjustable from 2-10 Hz above nominal governor set point for a 1-20 second time delay. Default: 6 Hz, 10 seconds, enabled.

Loss of sensing voltage shutdown - Shutdown of generator set will occur on loss of voltage sensing inputs to the control.

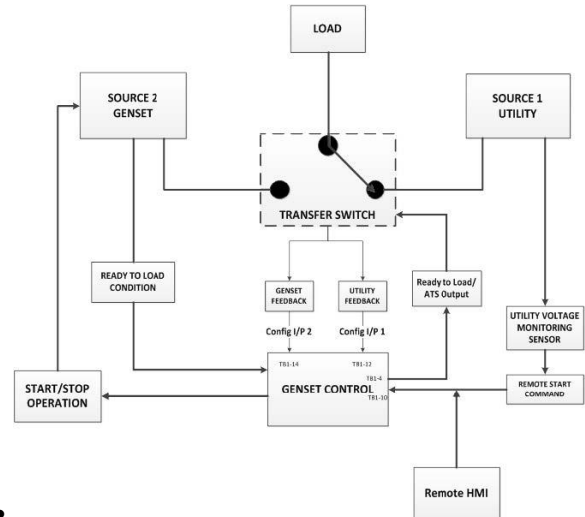
Field overload shutdown - Uses field voltage to shutdown generator set when a field overload condition occurs.

Advanced Functions

Automatic mains failure*

The built in AMF feature provides the automatic transfer and re-transfer of the load from utility to generator set and vice-versa.

- Automatically starts-stops the generator set in the event of utility failure.
- Annunciates faults.



- * A utility voltage monitoring sensor (as shown in the AMF diagram above) must be connected in order to use the AMF feature on the 1302 control. Use Schneider Electric Relay RSB1A120U7 and Socket RSZE1S35M.

Exerciser clock

The exerciser clock runs the generator set exerciser routines for dependability of operation.

Field Control Interface

Input signals to the base control include:

- Remote start
- Local and Emergency stop
- Configurable inputs: Control includes (4) input signals from customer discrete devices that are configurable for warning, shutdown or status indication, as well as message displayed.

Output signals from the PowerCommand control include:

- Configurable relay outputs: Control includes (2) relay output contacts rated at 2 A. These outputs can be configured to activate on any control warning or shutdown fault as well as ready to load, not in auto, common alarm, common warning and common shutdown.
- Ready to load (generator set running) signal: Operates when the generator set has reached 90% of rated speed and voltage and latches until generator set is switched to off or idle mode.

PowerCommand Human Machine Interface HMI211



Description

This control system includes an intuitive operator interface panel that allows for complete genset control as well as system metering, fault annunciation, configuration and diagnostics. The interface includes five generator set status LED lamps with both internationally accepted symbols and English text to comply with customer needs. The interface also includes an LED backlit LCD display with tactile feel soft-switches for easy operation and screen navigation. It is configurable for units of measurement and has adjustable screen contrast and brightness.

The *run/off/auto* switch function is integrated into the interface panel.

All data on the control can be viewed by scrolling through screens with the navigation keys. The control displays the current active fault and a time-ordered history of the five previous faults.

Features

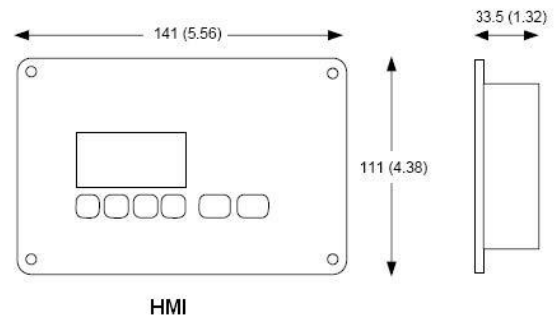
- LED indicating lamps:
 - Remote start
 - Not in auto
 - Shutdown
 - Warning
 - Auto
 - Run
- 128 x 64 pixels graphic LED backlight LCD.
- Four tactile feel membrane switches for LCD defined operation. The functions of these switches are defined dynamically on the LCD.
- Two tactile feel membrane switches dedicated for off and back.
- Allows for complete genset control setup.
- Certifications: Suitable for use on generator sets that are designed, manufactured, tested and certified to relevant UL, NFPA, ISO, IEC, Mil Std., CE and CSA standards.
- HMI 211RS provides convenience for residential use.

Communications Connections

PC tool interface - This RS-485 communication port allows the HMI to communicate with a personal computer running InPower.

This RS-485 communication port allows the HMI to communicate with the main control board.

Mechanical Drawing



HMI

Dimensions: mm (inches)

Software

InPower (beyond 6.0 version) is a PC-based software service tool that is designed to directly communicate to PowerCommand generator sets and transfer switches, to facilitate service and monitoring of these products.

Environment

The control is designed for proper operation without recalibration in ambient temperatures from -40 °C (-40 °F) to +70 °C (158 °F), and for storage from -55 °C (-67 °F) to +80 °C (176 °F). Control will operate with humidity up to 95%, non-condensing.

The HMI is designed for proper operation in ambient temperatures from -40 °C* (-40 °F) to +70 °C (158 °F), and for storage from -40 °C* (-40 °F) to +80 °C (176 °F).

The control board is fully encapsulated to provide superior resistance to dust and moisture. Display panel has a single membrane surface, which is impervious to effects of dust, moisture, oil and exhaust fumes. This panel uses a sealed membrane to provide long reliable service life in harsh environments.

The control system is specifically designed and tested for resistance to RFI/EMI and to resist effects of vibration to provide a long reliable life when mounted on a generator set. The control includes transient voltage surge suppression to provide compliance to referenced standards.

* Heater accessory (pn: A040H853) is available for enhanced operation below -20 °C

Certifications

PowerCommand meets or exceeds the requirements of the following codes and standards:

- NFPA 110 for level 1 and 2 systems.
- ISO 8528-4: 1993 compliance, controls and switchgear.
- CE marking: The control system is suitable for use on generator sets to be CE-marked.
- EN 50081-1,2 residential/light industrial emissions or industrial emissions.
- EN 50082-1,2 residential/light industrial or industrial susceptibility.
- ISO 7637-2, level 2: DC supply surge voltage test.
- Mil Std. 202C, Method 101 and ASTM B117: Salt fog test.
- PowerCommand control systems and generator sets are designed and manufactured in ISO 9001 certified facilities.
- UL 6200 recognized and suitable for use on UL 2200 Listed generator sets.
- CSA C282-M1999 compliance.
- CSA 22.2 No. 14 M91 industrial controls.

Warranty

All components and subsystems are covered by an express limited one year warranty. Other optional and extended factory warranties and local distributor maintenance agreements are available

Accessories

1301-1302 Upgrade Kit (HM)	0541-1431
PowerCommand 500 (LAN)	A040X126
Remote HMI 211	0541-1394
Remote HMI 211RS	A046K103
I/O Expansion (Aux 101)	0541-1291
HMI Heater Accessory Kit	A040H853

Parts Ordering Information

1302 Control Board	0327-1617-02
1302 control Board – Arrow	A043W505
Aux 104 (Governor Control)	0327-1507
HMI 211 Without Heater	0300-6014
HMI 211 with Heater	A026G237

Additional Resources

Resource	Where to find
1302 Service Manual	QSOL
Accessories Catalog	cumminspower.com
Additional Controls Information	PowerSuite Library



For more information contact your local Cummins distributor or visit power.cummins.com

Our energy working for you.™

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2022 EPA Exhaust Emission Compliance Statement C80 N6 Standby 60 Hz Spark Ignited Generator Set

Compliance Information:

The engine used in this generator set complies with U.S. EPA emissions regulations under the provisions of 40 CFR Part 60, Stationary Emergency Spark-Ignited emissions limits when tested per ISO 8178 D1.

Engine Manufacturer: Cummins Inc.
 EPA Certificate Number: NCEXB05.9ALB-008
 Effective Date: 11/05/2021
 Date Issued: 11/05/2021
 EPA Engine Family (Cummins Emissions Family): NCEXB05.9ALB

Engine Information:

Model:	QSJ5.9G-G3	Bore:	4.02 in. (102 mm)
Engine Nameplate HP:	127.6	Stroke:	4.72 in. (120 mm)
Type:	4 Cycle, In-Line, 6 Cylinder	Displacement:	359.0 cu. in. (6 liters)
Aspiration:	Turbocharged and Aftercooled	Compression Ratio:	8.5:1
Emission Control Device:	Electronic Air/Fuel Ratio Control and Closed-Loop Breather System	Exhaust Stack Diameter:	4.0 in (102 mm)

U.S. Environmental Protection Agency Station Emergency SI Emission Limits

Natural Gas	Grams per BHP-hr			Grams per kWm-hr		
	<u>NOx</u>	<u>VOC</u>	<u>CO</u>	<u>NOx</u>	<u>VOC</u>	<u>CO</u>
Test Results	1.5	0.3	1.0	2.0	0.4	1.3
EPA Emissions Limit	2.0	1.0	4.0	2.7	1.3	5.4

Propane (LP)	Grams per BHP-hr			Grams per kWm-hr		
	<u>NOx</u>	<u>VOC</u>	<u>CO</u>	<u>NOx</u>	<u>VOC</u>	<u>CO</u>
Test Results	1.7	0.5	1.6	2.3	0.7	2.1
EPA Emissions Limit	2.0	1.0	4.0	2.7	1.3	5.4

Tests conducted using alternate methods, instrumentation, fuel or reference conditions can yield different results.

Engine operation with excessive air intake or exhaust restriction beyond published maximum limits, or with improper maintenance, may result in elevated emission levels.

Additional Generator Accessories & Services

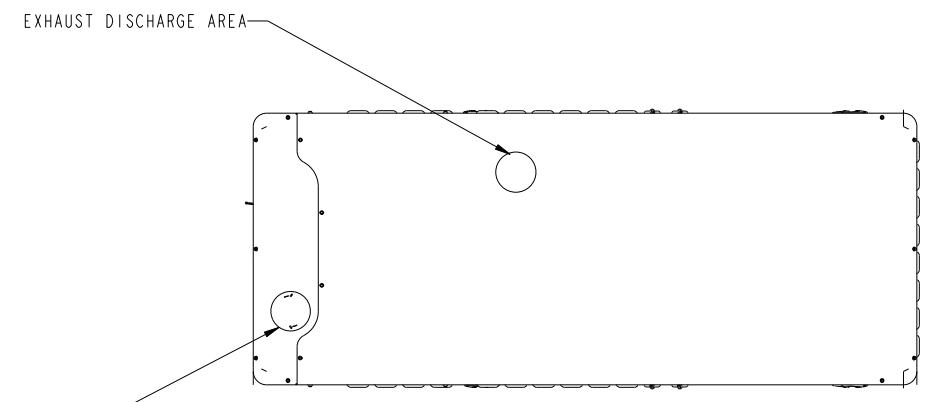
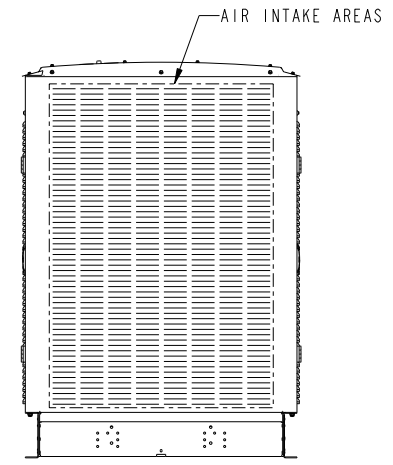
Tucola Dispatch

-
1. Cummins Equipment Start-Up Service during Normal Business Hours
 2. Lube Oil and Antifreeze
 3. 12 VDC Engine Starting Battery
 4. 12 VDC Engine Starting Motor
 5. 2-Hour On-Site Load Bank Test
 6. Circuit Breaker: One (1) 125-400 Amp Mounted Right

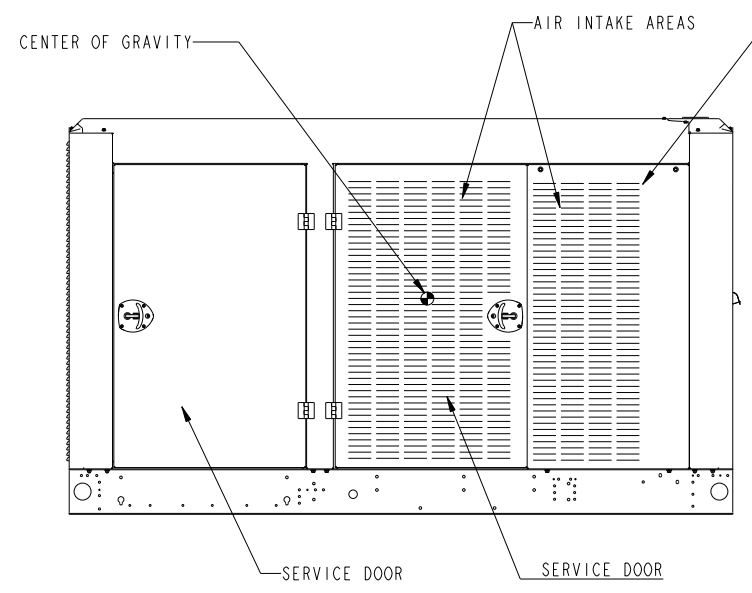
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ECO-152551	A	1	PRODUCTION RELEASE	CG	NK	M. WICKMANN	15MAY15

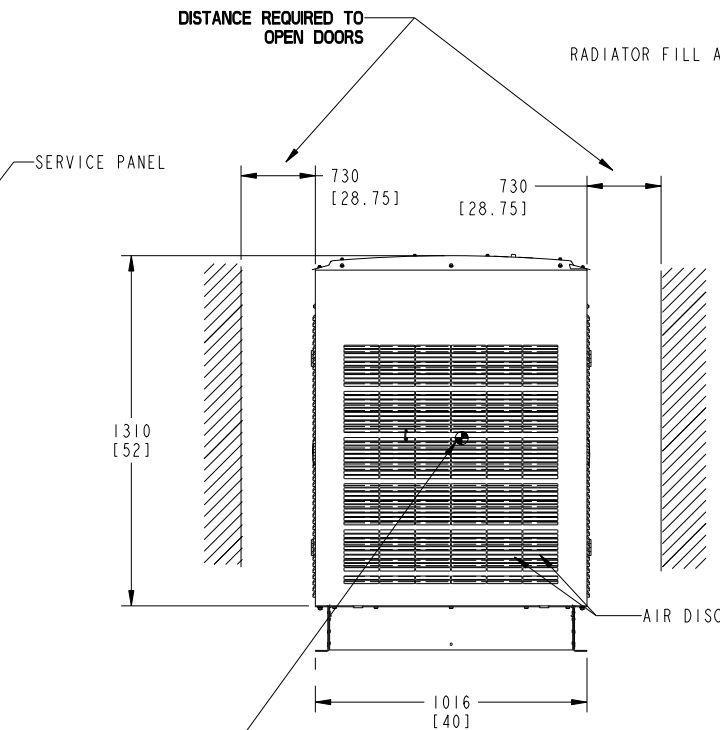
- NOTES:
1. DIM [] IN INCHES
 2. WHEN THE HOUSING INSTALLED ON AN OPEN GENERATOR SET, THE TOTAL WEIGHT WILL INCREASE BY 81 KG (179 LBS). THIS INCLUDES THE MUFFLER.
 3. THE CENTER OF GRAVITY (CG) OF THE GENERATOR SET WHEN EQUIPPED WITH THIS HOUSING SHIFTS APPROXIMATELY 19mm (0.75 INCH) TOWARDS THE AIR DISCHARGE END OF THE HOUSING AND 39mm (1.55 INCH) HIGHER FROM THE GROUND, COMPARED TO THE EQUIVALENT NON-HOUSED PRODUCT WITH THE F179 SKID. SEE HOUSING READY SKID BASE OUTLINE DRAWING FOR CG LOCATION OF NON HOUSED PRODUCT.



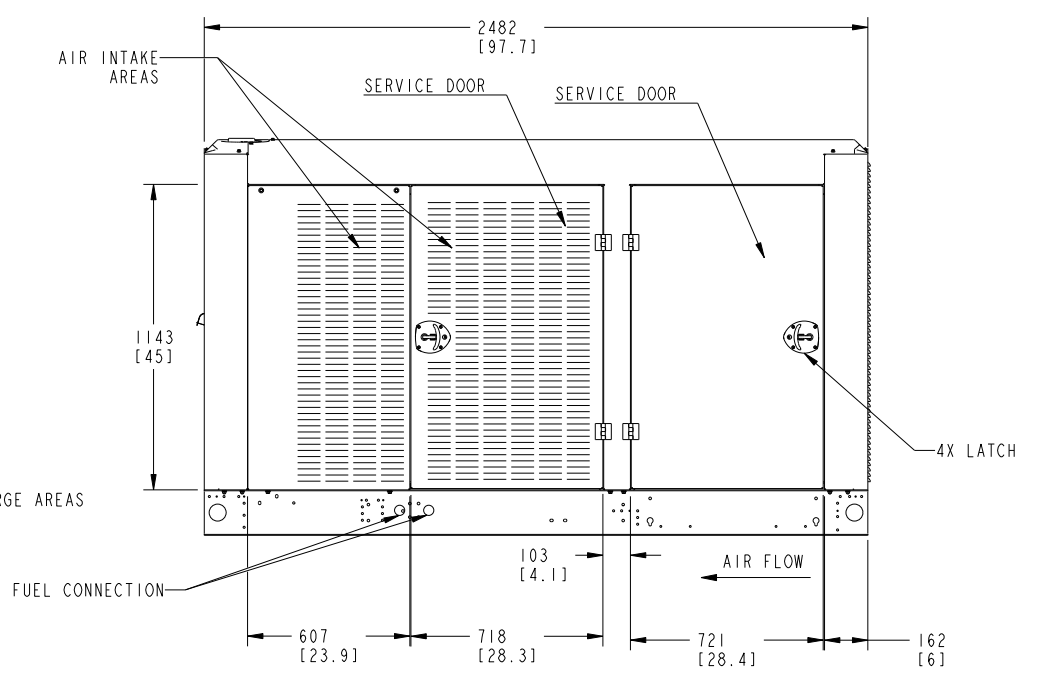
TOP VIEW



RIGHT SIDE VIEW

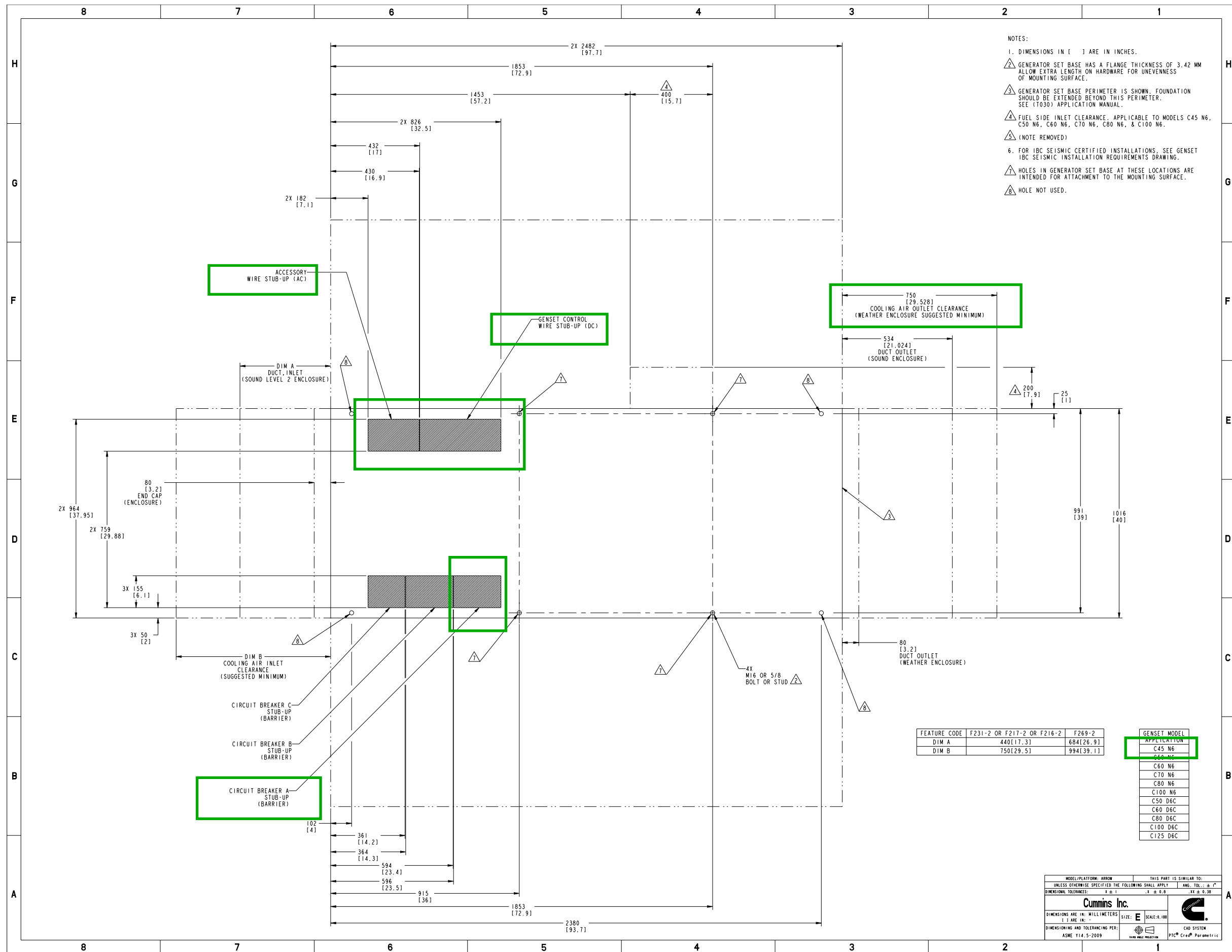


OUTLET VIEW

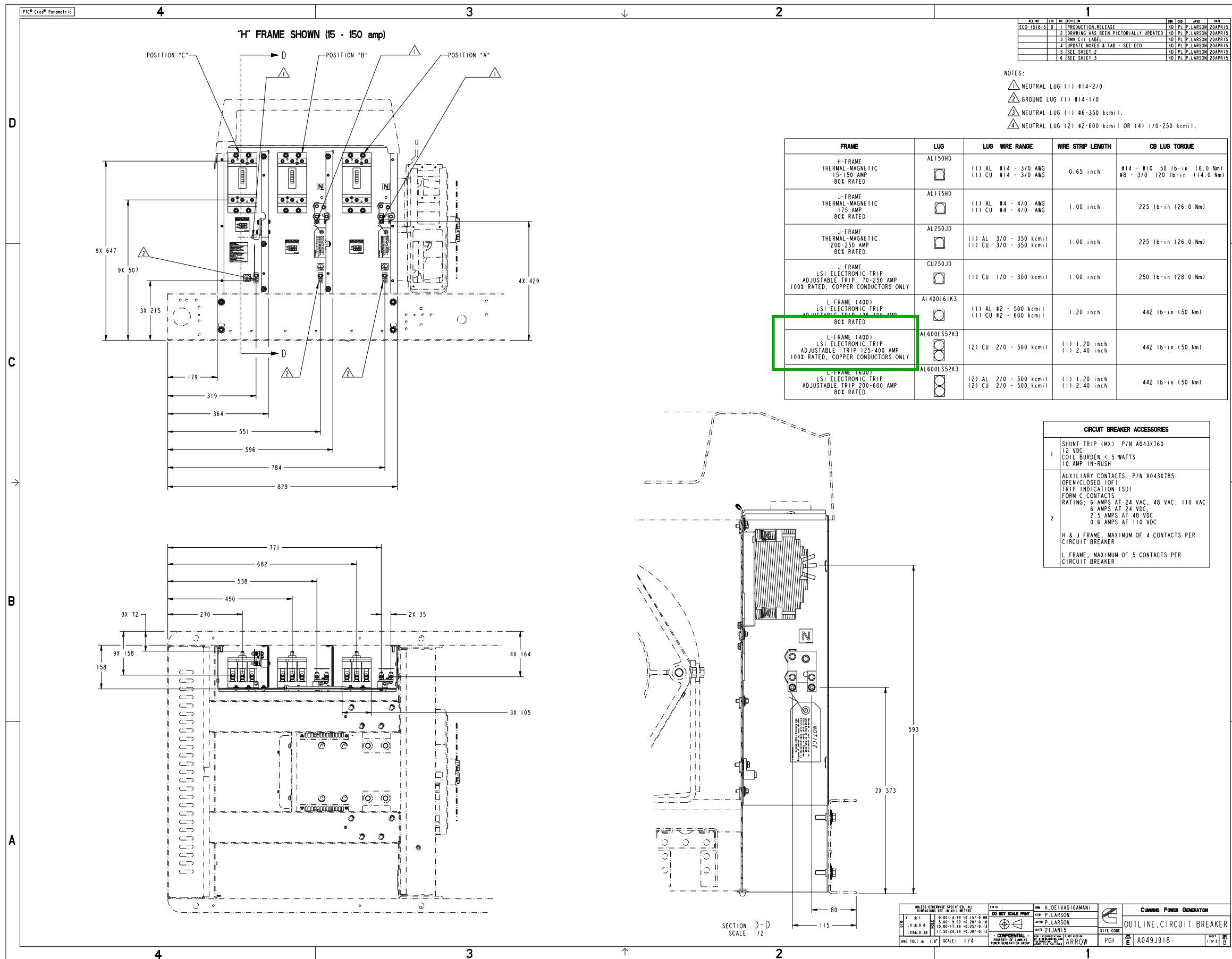


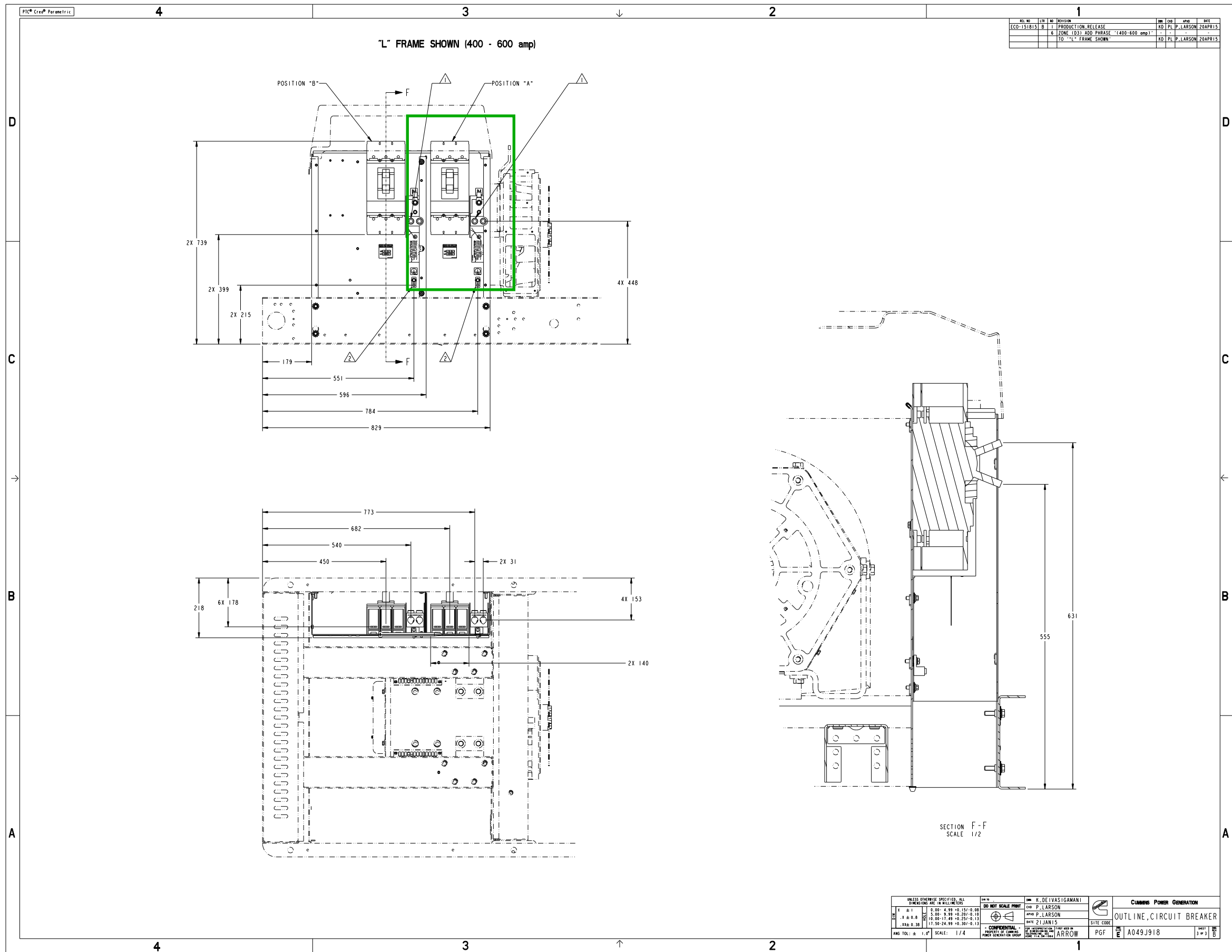
LEFT SIDE VIEW

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN MILLIMETERS		SIM 10	OWN C. GADE		CUMMINS POWER GENERATION	
DO NOT SCALE PRINT		OWN N. KASIBHOTLA	OUTLINE, ENCLOSURE			
X ± 1	0.00- 4.99 +0.15/-0.08		APVD M. WICKMANN	SITE CODE	PGF	SHEET 1 OF 1
.X ± 0.8	5.00- 9.99 +0.20/-0.10		DATE 14MAY15			
.XX ± 0.38	10.00-17.49 +0.25/-0.13		17.50-24.99 +0.30/-0.13			
ANG TOL: ± 1.0°		SCALE: ~3/32	FOR INTERPRETATION OF DIMENSIONS AND TOLERANCING, SEE ASME Y14.5M-1994	ARROW	DWG NO. A051P453	REV A



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REV. NO.	DATE	DESCRIPTION	BY	CHKD.	DATE
ECO-1518/15	B	PRODUCTION RELEASE	RD FL P. LARSON	20APR15	
		6 ZONE (D3) ADD PHRASE '(400-600 amp)			
		TO "L" FRAME SHOWN	RD FL P. LARSON	20APR15	

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN MILLIMETERS		DO NOT SCALE PRINT	DATE 21 JAN 15	PGF	A049J918
ANG. TOL. ± 1.0°	SCALE: 1/4	PROPERTY OF CUMMINS POWER GENERATION GROUP	DATE 21 JAN 15	PGF	A049J918
CUMMINS POWER GENERATION			OUTLINE, CIRCUIT BREAKER		

POWERCOMMAND® OTEC TRANSFER SWITCH

**POWERCOMMAND® 40-01 CONTROL | OPEN TRANSITION | 40 A-1000 A
AUTOMATIC TRANSFER SWITCH | SERVICE ENTRANCE RATED**

DESCRIPTION

The OTEC series transfer switch provides the basic features typically required for primary source and generator set monitoring, generator set starting and load transfer functions for emergency standby power applications. They are suitable for use in emergency, legally required, and optional standby circuits in commercial and light industrial applications. The OTEC transfer switch features the new PowerCommand® 40 control with a comprehensive feature list to suit a wide variety of ATS applications.

FEATURES

PowerCommand® 40-01 control – A fully featured microprocessor-based control with LCD digital display and tactile-feel soft-switches for easy operation and screen navigation. Control highlights include Modbus communication, front panel PC software configuration. Advanced features include, three phase sensing on both sources, manual restore to S1, synch check, and event logging capability. Please see the S-6560 PowerCommand® 40-01 control specification sheet for the full description, benefits and features.

Overcurrent disconnect device – Square D UL Listed 489 molded case circuit breaker.

Programmed transition – Open transition timing can be adjusted to completely disconnect the load from both sources for a programmed time period, as recommended by NEMA MG-1 for transfer of inductive loads.

Advanced transfer switch mechanism – Unique bi-directional linear actuator provides virtually frictionless constant force, straight-line transfer switch action during automatic operation.



Positive interlocking – Mechanical and electrical interlocking prevent source-to-source connection through the power or control wiring.

Main contacts – Heavy-duty silver alloy contacts used with multi-leaf arc chutes are rated for motor loads or total system load transfer. They require no routine contact maintenance. Continuous load current not to exceed 80% of switch rating and tungsten loads not to exceed 30% of switch rating.

Ease of service and access – Single-plug harness connection and compatible terminal markings simplify servicing. Access space is ample. Door-mounted controls are field-programmable; no special tools are required.

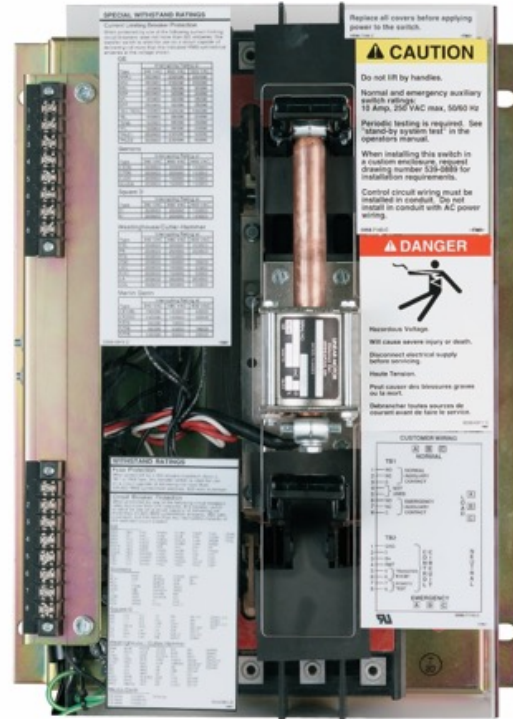
Complete product line – Cummins is a single source supplier with a wide range of equipment, accessories and services to suit virtually any backup power application.

Warranty and service - Products are backed by a comprehensive warranty and a worldwide network of distributors with factory-trained service technicians.



TRANSFER SWITCH MECHANISM

- A bi-directional linear motor actuator powers the transfer switch. This design provides virtually friction-free, constant force, straight-line transfer switch action with no complex gears or linkages.
- Independent break-before-make action is used for both 3-pole and 4- pole/switched neutral switches. On 4-pole/switched neutral switches, this action prevents objectionable ground currents and nuisance ground fault tripping that can result from overlapping designs.
- A mechanical interlock prevents simultaneous closing of normal and emergency contacts.
- Electrical interlocks prevent simultaneous closing signals to normal and emergency contacts and interconnection of normal and emergency sources through the control wiring.
- High pressure silver alloy contacts resist burning and pitting. Separate arcing surfaces further protect the main contacts. Contacts are mechanically held in both normal and emergency positions for reliable, quiet operation.
- Contact wear is reduced by multiple leaf arc chutes that cool and quench the arcs. Barriers separate the phases to prevent interphase flashover. A transparent protective cover allows visual inspection while inhibiting inadvertent contact with energized components.



- Switch mechanism, including contact assemblies, is UL 1008 certified to verify suitability for applications requiring high endurance switching capability for the life of the transfer switch. Withstand and closing ratings are validated using the same set of contacts, further demonstrating the robust nature of the design.

SPECIFICATIONS

Voltage rating	Up to 480 V AC, 50 or 60 Hz.
Arc interruption	Multiple leaf arc chutes provide dependable arc interruption.
Neutral bar	A full current-rated neutral bar with lugs is standard on enclosed 3-pole transfer switches.
Auxiliary contacts	Two isolated contacts (one for each source) indicating switch position are provided for customer use. Contacts are normally open, and close to indicate connection to the source. Wired to terminal block for easy access. Rated at 10 A Continuous and 250 V AC maximum.
Operating temperature	-13 °F (-25 °C) to 140 °F (60 °C)
Storage temperature	-40 °F (-40 °C) to 140 °F (60 °C)
Humidity	Up to 95 % relative, non-condensing
Altitude	Up to 10,000 ft (3,000 m) without derating
Surge withstand ratings	Control tested to withstand voltage surges per EN60947-6-1.
Total transfer time (source-to-source)	Will not exceed 6 cycles at 60 Hz with normal voltage applied to the actuator and without programmed transition enabled.
Manual operation*	Transfer switch mechanisms are equipped with means to manually transfer. All sources must be de-energized before manual operation is attempted.
Overcurrent disconnect device	Service entrance switches have a Square D UL 489 listed molded case circuit breaker. 1000 Amp switches also have a current transformer and integral residual ground fault protection

*See Operator Manual for further details.

TRANSITION MODES

Open delayed transition – In this transition mode the time required for the transfer switch to transfer between sources is adjustable so that the load-generated voltages decay to a safe level before connecting to an energized source. Recommended by NEMA MG-1 to prevent nuisance tripping breakers and load damage. Adjustable 0.5 secs - 10 minutes, and default 0.5 seconds.

Open in-phase translation – Initiates open transition transfer when in-phase monitor senses both sources are in phase (voltage, phase and frequency). Operates in a break-before-make sequence. Includes ability to enable programmed transition as a backup. The module waits indefinitely for synchronization unless the ‘Return to programmed transition’ function is active in which case after 2 minutes it performs a programmed delayed transfer

UL 1008 WITHSTAND AND CLOSING RATINGS (WCR)

Withstand and Closing Ratings (WCR) are stated in symmetrical RMS amperes.

Frame	Amperage	With specific MCCB (kA at 480V)	Square-D breaker part number	Cummins part number	Trip unit
A (3-pole only)	40	35	HGM36040	0320-2346-75	Standard Thermal Magnetic
	70		HGM36070	0320-2346-74	
	100		HGM36100	A035E003	
	125		HGM36125	0320-2346-73	
B	150, 200, 225, 250	65	LJM36250CU31X	A046F867	Micrologic 3.3 (LI)
C	300, 400, 600	65	PJM36060U31C	0320-2410-02	Micrologic 3.0 (LI)
D	800	65	RJF36080U31A	A058R115	Micrologic 3.0A (LI)
	1000	65	RJF36100U44A	0320-2563-01	Micrologic 6.0A (LSIG)

TRANSFER SWITCH LUG CAPACITIES

Frame	Amperage rating (A)	Emergency and load power cables		Emergency and load neutral cables		Service power cables		Service neutral	
		Cables per phase	Cable size	Number of Cables	Cable size	Cables per phase	Cable size	Number of Cables	Cable size
A	40, 70, 100, 125	1	#12 AWG-2/0 CU/AL Emerg #14 AWG-2/0 CU/AL Load	2	#14 AWG-2/0 CU/AL	1	#14 AWG-3/0 CU/AL	1	#14 AWG-2/0 CU/AL
B	150, 200, 225, 250	1	#6 AWG-400 MCM CU/AL	2	#6 AWG-400 MCM CU/AL	1	#2 OWG-600 MCM CU or #2 AWG-500 MCM AL	1	#6 AWG-400 MCM CU/AL
C	300, 400, 600	2	250-500 MCM CU/AL	4	250-500 MCM CU/AL	3	3/0-500 MCM CU/AL	2	250-500 MCM CU/AL
D	800, 1000	4	250-500 MCM CU/AL	8	250-500 MCM CU/AL	4	#2 AWG-600 MCM CU/AL	4	250-500 MCM CU/AL

*All lugs 90°C rated and accept copper or aluminum wire unless indicated otherwise. Refer to the latest NFPA 70 Article 310 - Conductors for general wiring for the ampacity calculations.

ENCLOSURE

The transfer switch and control are wall-mounted in a key-locking enclosure. Wire bend space complies with 2017 NEC.

OTEC SERVICE ENTRANCE DIMENSIONS – TRANSFER SWITCH IN UL TYPE 1 ENCLOSURE

Frame	Amperage rating (A)	Height		Width		Depth		Weight	
		in	mm	in	mm	in	mm	lb	kg
A	40, 70, 100, 125, 3-pole	45.8	1164	32	814	16.3	413	300	136
B	150, 200, 225, 250	73.6	1869	32.3	820	19.7	499	500	227
C	300, 400, 600	74.5	1892	34.4	873	20.1	510.4	520	236
D	800, 1000	90	2286	39	991	26.3	667	920	417

OTEC NON-SERVICE ENTRANCE DIMENSIONS – TRANSFER SWITCH IN UL TYPE 3R, OR 12 ENCLOSURE

Frame	Amperage rating (A)	Height		Width		Depth		Weight	
		in	mm	in	mm	in	mm	lb	kg
A	40, 70, 100, 125, 3-pole	45.8	1164	32	814	16.3	413	340	154
B	150, 200, 225, 250	73.6	1869	32.3	820	19.7	499	500	227
C	300, 400, 600	74.5	1892	34.4	873	20.1	510.4	600	272
D	800, 1000	90	2286	39	991	26.3	667	920	417

ENCLOSURE ACCESS FOR CABLE INSTALLATION AND MAINTENANCE

All frames allow for top, side, and bottom cable entry. NEC Requires Minimum 36" Front Access. Additional front clearance is needed to remove the mechanism. Refer to the outline drawing.

OTEC DRAWING PART NUMBERS

Frame	Amperage rating (A)	Outline Drawing
		Type 1, 3R, or 12
A	40, 70, 100, 125 (3-pole)	A065S433
B	150, 200, 225, 250	A065S434
C	300, 400, 600	A065S435
D	800, 1000	A065S436

WIRING DIAGRAM PART NUMBERS

Frame	Amperage rating (A)	Wiring Diagram	
		Utility to Genset (120 – 480 V)	Interconnection
A	40, 70, 100, 125 (3-pole)	A065K034	A065H780
B	150, 200, 225, 250	A065H781	
C	300, 400, 600		
D	800, 1000		

SUBMITTAL DETAIL

The Product codes below have been shortened for brevity. In long form, each four-letter product code will be preceded with a OTECSEX, where X = A, B, C, D or E. For example, OTECSEB_A045-7

Model

- 40, 70, 100, 125 A, (3-pole)
- 150, 200, 225, 250 A
- 300, 400, 600 A
- 800, 1000 A

Poles

- A028 Poles – 3 (solid neutral)
- A029 Poles – 4 (switched neutral)
(not available for 40-125 A)

Application

- A035 Utility-to-genset

Frequency

- A044 60 Hz
- A045 50 Hz

Phase

- A041 single phase, 2-wire or 3-wire
- A042 three phase, 3-wire or 4-wire

Voltage ratings

- R020 120V
- R038 190V
- R021 208V
- R022 220V
- R023 240V
- R024 380V
- R025 416V
- R035 440 V
- R026 480 V

Enclosure

- B001 Type 1: Indoor use, provides some protection against dirt (similar to IEC type IP30)
- B002 Type 3R: Intended for outdoor use, provides some protection from dirt, rain and snow (similar to IEC type IP34)
- B010 Type 12: Indoor use, some protection from dust (similar to IEC type IP61).

Standards

- S043 Listing-UL 1008 certification
- A080 IBC seismic certification

Control voltage

- M033 12V, Genset starting voltage
- M034 24V, Genset starting voltage

Control options

- M032 Elevator signal relay
- M081 MODBUS RS485 Communication module

Auxiliary relays

Relays are UL Listed, and factory installed. All relays provide (2) normally closed isolated contacts rated 10A @ 600 VAC. Relay terminals accept (1) 18 gauge to (2) 12-gauge wires per terminal.

- L101 24 VDC coil - installed, not wired (for customer use).
- L102 24 VDC coil - emergency position – relay energized when switch is in source 2 (emergency) position.
- L103 24 VDC coil - normal position - relay energized when switch is in source 1 (normal) position
- L201 12 VDC coil installed, not wired (for customer use)
- L202 12 VDC coil - emergency position – relay energized when switch is in source 2 (emergency) position
- L203 12 VDC coil - normal position - relay energized when switch is in source 1 (normal) position

Warranty

- G004 2-years, comprehensive
- G007 5-years, comprehensive
- G014 3-years, comprehensive
- G015 10-years, comprehensive

Shipping

- A051 Packing - export box (800 – 1000 A)





Request for quotation (RFQ)

- Z555 Nonconfigurable spec [ETO]

Accessories

Refer to AC-170 Accessories specification sheet for more details.

- 0332-3302* Terminal block - 30 points (not wired).
- A065L320 Control panel cover guard, factory installed
- A065L321 Control panel cover guard, field installed

CODES AND STANDARDS	
 <p>All switches are UL 1008 Listed with UL 50E Type Rated cabinets and UL Listed CU-AL terminals.</p>	<p>ISO® All switches are designed and manufactured in facilities certified to ISO 9001.</p>
 <p>All switches comply with NEMA ICS 10.</p>	<p>IBC® All switches are certified to IBC 2018.</p>
 <p>All switches comply with NFPA 70, 99 and 110 (Level 1).</p>	<p>EMC Display controllers meet the following Electromagnetic Compatibility (EMC) standards:</p> <ul style="list-style-type: none"> ▪ EN 61000-6-2 Generic Immunity Standard for the Industrial Environment. ▪ EN 61000-6-4 Generic Emission Standard for the Industrial Environment.
 <p>All switches comply with IEEE 446 Recommended Practice for Emergency and Standby Power Systems.</p>	
<p>NEC® Suitable for use in emergency, legally required and Standby and Critical Operations Power Systems (COPS) applications per NEC 700, 701, 702 and 708.</p>	

For more information, please contact your local Cummins distributor or visit cummins.com
 Our energy working for you.™

NAS-6542-EN PD00000511 Rev. 11/21
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POWERCOMMAND® 40-01 TRANSFER SWITCH CONTROL

OTEC TRANSFER SWITCHES

DESCRIPTION

The PowerCommand® 40-01 Transfer Switch Control is a sophisticated microprocessor-based control with the basic features you need for primary source and generator set monitoring, generator set starting and load transfer functions for emergency standby power applications. The control features a highly customizable customer inputs/outputs which can be tailored to suit a wide range of application requirements.

The control human machine interface (HMI) includes a LCD display with tactile-feel soft-switches for easy operation and screen navigation. All data on the control can be viewed by scrolling through screens with a display scroll button. The control displays the current active fault, fault occurrences and time-ordered history of the 10 previous faults with respect to Real Time Clock Stamp and Engine Running Time.

FEATURES

Digital display – The PowerCommand® 40-01 offers a clear back-lit LCD 4-line text display, showing system status, contextual icons and warnings. The display is also equipped with 9 red and green LEDs indicating operational status.

Modbus network communication – Modbus network communications capable. Optional Modbus RTU RS485 connection (1 serial port).



Diagnostics and reporting – Detailed event logging with enhanced fault codes, alert lists, power event history, and source statistics enhances diagnostic capability during service events and provides the ability to meet any reporting requirements.

Dry Contact (Volt Free) Relays – Configurable volt-free digital inputs and outputs make the PowerCommand® 40-01 fully flexible to suit a wide variety of applications.

PC & Front Panel Configurations – The modules can be easily configured using the PC software. Selected front panel editing is also available.



Ease of service and access – Built-in plug-and-play control with minimized point-to-point connections and compatible terminal markings simplify servicing.

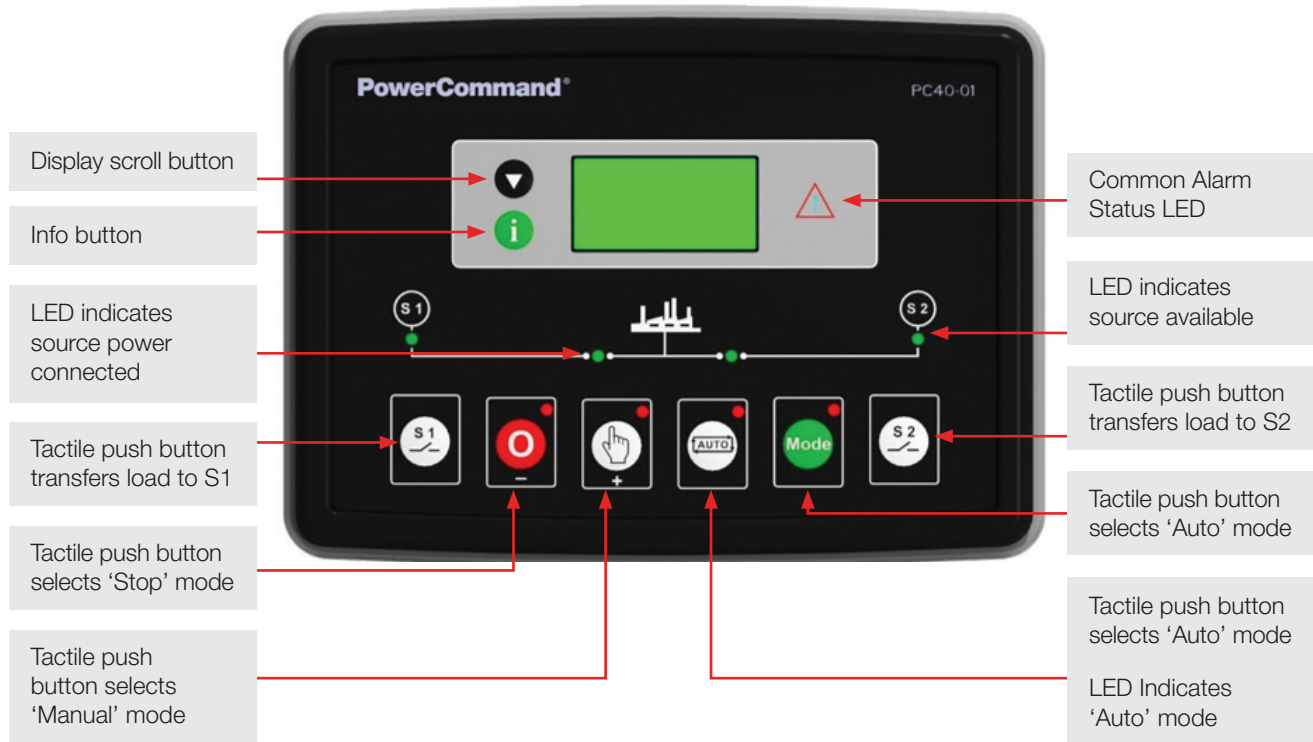
Complete product line – Cummins is a single source supplier with full scope of power system solutions, integration and service capability, from paralleling to system level controls, switchgear and remote connectivity.

Warranty and service – Products are backed by a comprehensive warranty and a worldwide network of distributors with factory-trained service technicians.



Isometric (ISO) projection: front views

HUMAN MACHINE INTERFACE (HMI) CAPABILITIES



CONTROL FUNCTIONS

TRANSFER INHIBIT

When transfer inhibit external input is active, the control does not automatically transfer the transfer switch to a standby source even when the preferred source fails.

RETRANSFER INHIBIT

When retransfer inhibit external input is active, the control does not automatically retransfer the transfer switch to a preferred source even when the preferred source returns.

REAL TIME CLOCK

This feature is used by the control for fault and event time stamping and as a reference for exerciser schedules and exception schedules.

TEST – REMOTE

Test feature allows the user to automatically test the standby source and the transfer switch. The test command can be issued from the remote source.

The test has following types available:

- Remote Start On Load
- Remote Start Off Load

PREFERRED SOURCE SELECTION

Using this feature the user can swap the priority of the sources which are preferred and standby.

EXERCISER SCHEDULER

The Scheduler allows the user to configure pre-set automatic starting and stopping of the Generator as well as stopping the ATS carrying out a transfer (when in Auto mode).

BANK 1 / BANK 2

Each Bank of the Exercise Scheduler is used to give up to 8 scheduled runs per bank, 16 in total. This run schedule is configurable to repeat every 7 days (weekly) or every 28 days (monthly). Do Not Transfer, Off Load and On Load. Each scheduler bank configured differently either to weekly or monthly based exercises.

SOURCE AVAILABILITY

This feature monitors the frequency and voltage sensors on the preferred and standby sources to determine and declare the availability status of the two sources, irrespective of which source is connected to the load. It declares the states as event codes. Preferred/Standby Available - active inactive.

CONFIGURABLE INPUT/OUTPUT

This feature allows the 10 configurable inputs to be configured to perform any of the below assignable input functions and 5 configurable outputs to perform any of the below assignable output functions.

Assignable input functions:

- Alarm Mute
- Alarm Reset
- Auto Restore Inhibit
- Auto Start Inhibit
- Auxiliary S1 Fail
- Auxiliary S2 Ready
- Charger AC Failure
- External Panel Lock
- Inhibit Scheduled Run
- Lamp Test
- Load Shedding
- Open / Close S1 and S2
- Remote Start Off Load
- Remote Start On Load
- S1 / S2 Closed Auxiliary
- S1 / S2 Load Inhibit
- S2 Transfer inhibit
- Simulate S1 / S2 Available

Assignable output functions:

- Close S1 Or S2
- Close S1 / S2 / N Output
- Common Warning
- Cooling Down
- Digital Input A – K
- Elevator Control
- Fail to Start / Stop
- Loading Frequency Not Reached
- Loading Voltage Not Reached
- Open S1 / S2 Output
- Return Delay in Progress
- Start Delay in Progress
- System in Auto Mode
- System in Manual Mode
- System In Start Inhibit Mode
- System in Test Off-Load Mode
- System in Test On-Load Mode

VOLTAGE SENSING

3-phase sensing on Source 1 and Source 2 (up to 600 Vac with no need for additional PTs). Plant battery voltage monitoring.

TIME DELAYS

The following adjustable time delays are built into the transfer switch control. External modules to accomplish these delays are not required.

- **Start Delay** (Also known as Time Delay Engine Start, TDES adjustable from 0 to 10 hours)
- **Warming** (Also known as Time Delay Normal to Emergency, TDNE adjustable from 0 to 1 hour)
- **Elevator Delay** (Also known as Time Delay Elevator, TDEL adjustable from 0 to 5 minutes)
- **Non-sync Transfer Time** (Also known as Time Delay Programmed Transition, TDPT adjustable from 0.5 s to 10 minutes)
- **Return Delay** (Also known as Time Delay Emergency to Normal, TDEN adjustable from 0 to 5 hours)
- **Cooling** (Also known as Time Delay Engine Cool-down, TDEC adjustable from 0 to 1 hour)

SOURCE STATISTICS

The control displays the following source statistics:

- S1 Connected
- S1 Available
- S2 Connected
- S2 Available
- S1 Voltage L1-N
- S1 Voltage L-L
- S1 Frequency
- S2 Voltage L1-N
- S2 Voltage L-L
- S2 Frequency
- Auto / Manual Mode
- Warning Alarms
- Event Log
- Current operational status
- Load current (A)
- Plant Battery Voltage

EVENTS

The control displays information on up to 10 events displayed in chronological order, beginning with the most recent event, about either source. The event information shall include the following:

- Failure modes
- Warning
- Tests and exercises
- User-driven inputs (e.g., override, transfer inhibit)

SUPPORTED APPLICATIONS**APPLICATION TYPES**

- Utility - Generator Set

COMMUNICATIONS

The PowerCommand® 40-01 Transfer Switch Control features an optional network communication module.

Features include:

- Optional Modbus® RTU RS485 communication module (1 isolated serial port)
- USB port for service tool interface

PROTECTION**PHASE ROTATION SENSING**

- Source 1 and Source 2

UNDER-VOLTAGE SENSING

- 3-phase normal, 3-phase emergency
- Accuracy: ± 2 % of full-scale phase to phase
- Phase to neutral voltage range 50Vac to 414Vac.
- Phase to phase voltage range 86Vac to 717Vac.

OVERVOLTAGE SENSING

- 3-phase normal, 3-phase emergency
- Accuracy: ± 2 % of full-scale phase to phase
- Phase to neutral voltage range 52Vac to 416Vac.
- Phase to phase voltage range 90Vac to 720Vac.

OVER/UNDER FREQUENCY SENSING

- Normal and emergency
- Accuracy: ± 0.2 Hz
- Frequency range 3.5 – 75 Hz






SYNC CHECK

- For in-phase transfer

ENVIRONMENT

Operating Temperature Range	Control operates over an ambient temperature range: -30 °C to 70 °C.
Storage Temperature Range	The control operates after being exposed to Storage Temperatures in the range of -40 °C to 85°C.
Ingress Protection	The front panel is to be IP65.

CODES AND STANDARDS

	The PC40-01 control is a UL Recognized Component Marked for United States and Canada.		Capable of being used on systems compliant with NFPA 70, 99 and 110 (Level 1).
	The control is IEEE C37.90.2 certified. Capable of being used on IEEE 446 compliant systems; Recommended Practice for Emergency and Standby Power Systems.		Control and display as installed in a transfer switch enclosure comply with NEMA 4X and IP65 at the transfer switch level - if the transfer switch enclosure is also NEMA 4X & IP65 compliant.
RoHS	The control is RoHS compliant.	NEC®	Capable of being used on systems suitable for use in emergency, legally required and Standby and Critical Operations Power Systems (COPS) applications per NEC 700, 701, 702 and 708.
	Fulfills the requirements of relevant European product directives.	LVD	The unit is designed to comply with European directive 72/23/EEC by complying with harmonized European safety standard BS EN 60950.
EMC	The control is tested to meet the following CE Electromagnetic Compatibility (EMC) standards for EN 61000 series (electromagnetic compatibility): EN 61000-6-2 Generic Immunity Standard EN 61000-6-4 Generic Emissions		

For more information, please contact your local Cummins distributor or visit cummins.com

Our energy working for you.™

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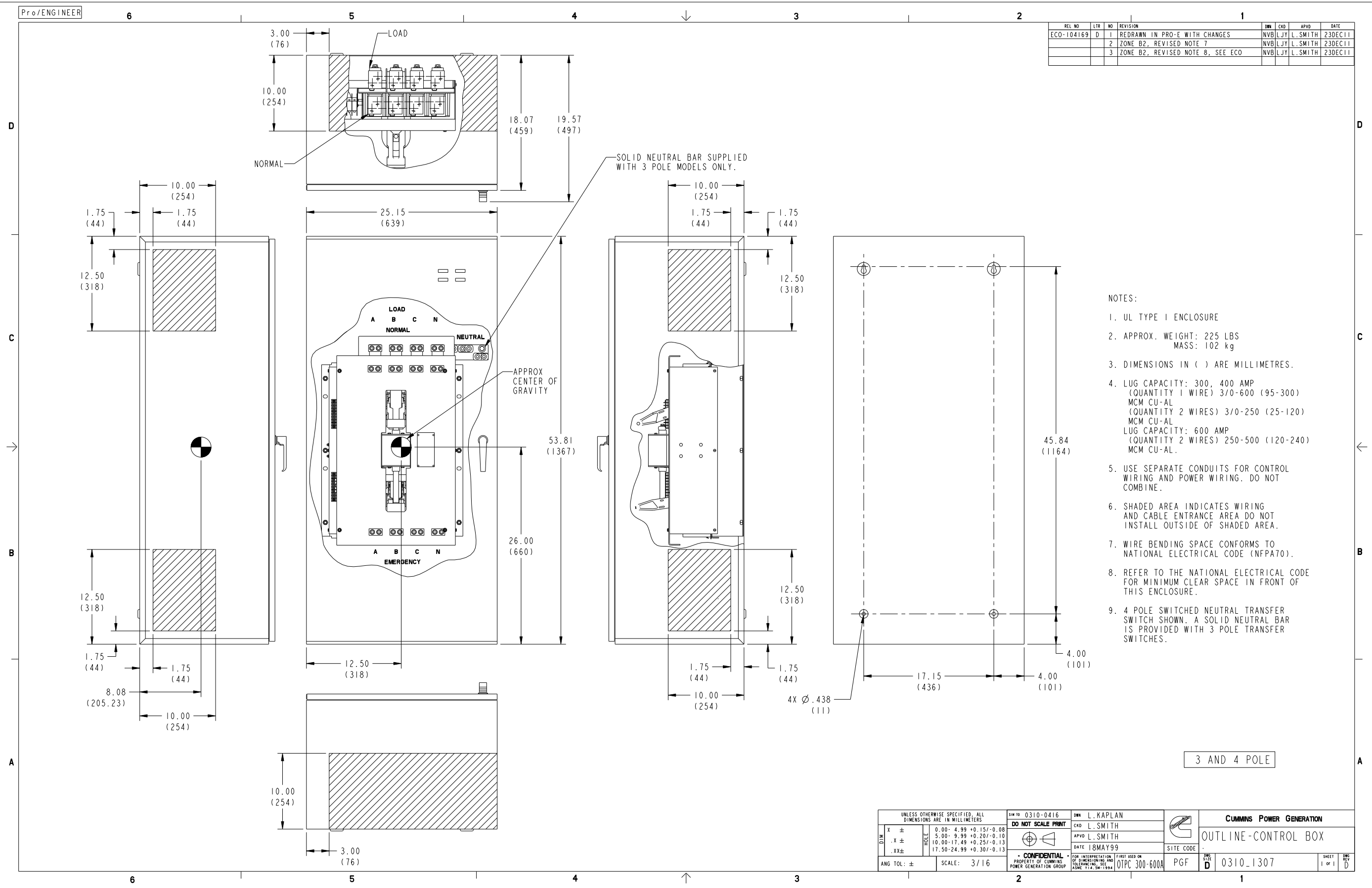


Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

1-800-CUMMINS™ (1-800-286-6467)
cummins.com

NAS-6543-EN PD00000530 Produced in U.S.A. Rev. 07/21
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REL NO	LTR	NO	REVISION	DNW	CAD	APVD	DATE
ECO-104169	D	1	REDRAWN IN PRO-E WITH CHANGES	NVBLJY	L.SMITH		23DEC11
		2	ZONE B2, REVISED NOTE 7	NVBLJY	L.SMITH		23DEC11
		3	ZONE B2, REVISED NOTE 8, SEE ECO	NVBLJY	L.SMITH		23DEC11



NOTES:

1. UL TYPE I ENCLOSURE
2. APPROX. WEIGHT: 225 LBS
MASS: 102 kg
3. DIMENSIONS IN () ARE MILLIMETRES.
4. LUG CAPACITY: 300, 400 AMP
(QUANTITY 1 WIRE) 3/0-600 (95-300)
MCM CU-AL
(QUANTITY 2 WIRES) 3/0-250 (25-120)
MCM CU-AL
LUG CAPACITY: 600 AMP
(QUANTITY 2 WIRES) 250-500 (120-240)
MCM CU-AL.
5. USE SEPARATE CONDUITS FOR CONTROL WIRING AND POWER WIRING. DO NOT COMBINE.
6. SHADED AREA INDICATES WIRING AND CABLE ENTRANCE AREA DO NOT INSTALL OUTSIDE OF SHADED AREA.
7. WIRE BENDING SPACE CONFORMS TO NATIONAL ELECTRICAL CODE (NFPA70).
8. REFER TO THE NATIONAL ELECTRICAL CODE FOR MINIMUM CLEAR SPACE IN FRONT OF THIS ENCLOSURE.
9. 4 POLE SWITCHED NEUTRAL TRANSFER SWITCH SHOWN. A SOLID NEUTRAL BAR IS PROVIDED WITH 3 POLE TRANSFER SWITCHES.

3 AND 4 POLE

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN MILLIMETERS		SIM 10 0310-0416	DNW L. KAPLAN		CUMMINS POWER GENERATION												
DO NOT SCALE PRINT		DO NOT SCALE PRINT	CAD L. SMITH		OUTLINE-CONTROL BOX												
<table border="1"> <tr> <td>CH</td> <td>COL</td> <td>0.00- 4.99 +0.15/-0.08</td> </tr> <tr> <td>X ±</td> <td></td> <td>5.00- 9.99 +0.20/-0.10</td> </tr> <tr> <td>.X ±</td> <td></td> <td>10.00-17.49 +0.25/-0.13</td> </tr> <tr> <td>.XX±</td> <td></td> <td>17.50-24.99 +0.30/-0.13</td> </tr> </table>	CH	COL	0.00- 4.99 +0.15/-0.08	X ±		5.00- 9.99 +0.20/-0.10	.X ±		10.00-17.49 +0.25/-0.13	.XX±		17.50-24.99 +0.30/-0.13	DATE 18MAY99	APVD L. SMITH	DATE 18MAY99	SITE CODE	PGF
CH	COL	0.00- 4.99 +0.15/-0.08															
X ±		5.00- 9.99 +0.20/-0.10															
.X ±		10.00-17.49 +0.25/-0.13															
.XX±		17.50-24.99 +0.30/-0.13															
ANG TOL: ±	SCALE: 3/16	- CONFIDENTIAL - PROPERTY OF CUMMINS POWER GENERATION GROUP FOR INTERPRETATION OF DIMENSIONS AND TOLERANCING, SEE ASME Y14.5M-1994		FIRST USED ON OTPC 300-600A	SHEET 1 OF 1 REV D												



**Machinery
Movers**

TURN-KEY SOLUTIONS FOR PLANT PROJECTS

Proposal

Jon Ramirez		Date: 06/09/22	Proposal # 55930 REV-1
Tuscola County Central Dispatch 1303 Cleaver Rd Caro, MI 48723		Project	
		Generator Replacement Project	
Phone: 989-673-8738 x2	Fax:	E-mail: jramirez@tuscolacounty.org	P.O. No.

We appreciate the opportunity to submit the following proposal and look forward to working with you on this project!

Scope of work: Includes Labor, Material and Project Supervision to:

Description	Total
<p>This quote includes the labor, material and equipment to complete the following:</p> <p>ELECTRICAL Disconnect existing generator and set off to the side per customer * Provide and install the following: - (1) C80N6, 80kW, 120/208-Volt 60Hz, Standby, Natural Gas Genset - (1) OTEC400, Transfer Switch, PowerCommand, 400 Amp - (1) Provide a quick connect electrical connection for a portable generator, to allow connection into the new transfer switch * Electrical shutdown will be required for generator installation. Temporary power is not in the scope of supply for the building if required. * Assumes existing concrete pad to remain in place and is assumed in sound condition. If found disturbed or needing replacement additional costs will apply. * Customer requested generator sizing assumed correct and can support the uninterruptable power supply. * Arc flash labeling or studies if required not included.</p> <p>PIPE FITTING * Tie into the existing 2" natural gas line stubbing out of the ground and extend to the new generator. Terminate with a valve, dirtleg, regulator, and flex connector. * Paint the new and existing natural gas generator feed up to the meter. * Estimate assumes existing gas pressure/flow to be sufficient to handle the additional load.</p>	\$ 58,755.00
Total	

Payment to be made as follows: Due Upon Completion

<p>Note: This Proposal may be withdrawn if not accepted within 15 days. See reverse side/attachments for Terms and Conditions. Unless noted in estimate, any electrical and plumbing is to be quoted separately or on a time and material basis. A Fuel Surcharge may be added and is subject to change. Tarping is not included. Any tarping required will be an additional charge and completed per Lee Machinery Movers Procedures. Unless otherwise specified above, Lee uses aluminum wire due to the more stable cost of aluminum. The accuracy of this quote will vary upon the accuracy and completeness of information provided to Lee Machinery Movers. Budgetary quotes are generated using basic historical job information. Any schedule changes made 24 hours or less prior to project commencement will result in a back-charge to be billed for at our standard T&M rates.</p>	<p>Authorized Signature: _____</p>
	<p>Submitted by: Anthony Solinski</p>

<p>Acceptance of Proposal</p> <p>The above shown prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. I understand a service charge of 1.5% per month will be added to all accounts past due. Payment is due upon work completion. I understand that if Lee Machinery Movers incurs any expense or costs in the collection of amount due pursuant to the proposal or related invoices, then all costs of collection, including reasonable attorneys fees, shall be paid by us (purchaser/buyer) to Lee Machinery Movers.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>
---	---



**Machinery
Movers**

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Phone: 989-673-8738 x2	Fax:	E-mail: jramirez@tuscolacounty.org	P.O. No.
We appreciate the opportunity to submit the following proposal and look forward to working with you on this project!			
Scope of work: Includes Labor, Material and Project Supervision to:			

Description	Total
<p>Notes:</p> <ul style="list-style-type: none"> * Quote assumes clear access to the work area for the duration of the project. * Quote includes work M-F during business hours. No weekend, OT, or holiday work is included. * Shutdown/drain down to be available for tie-in at time of installation. * Existing valved plant service connection points are quoted to be within 50' of equipment connections. * Equipment to be installed in the same configuration as original. Additional lengths and modifications will be at time and materials basis. * Utility isolation valves to be existing and functional. * All piping connections will be disconnected and capped inside the building. Roof penetrations are not included for pipefitting. * All lead times and delivery dates are approximate and shall NOT be deemed to represent fixed or guaranteed dates. Lead times are subject to change based on job award date and manufacturer delays beyond Lee's control, including delays resulting from COVID-19. <p>Excludes:</p> <ul style="list-style-type: none"> - Pipe ID labels - Insulation of pipe and tanks - Asbestos/lead abatement - Drain /Disposal/Flush/Fill of all fluids - Backflow protection - (water supply to be provided from existing protected source) - "Hot Taps" of utilities - Meters - Fire suppression - Chemical treatment for water systems - Grouting of equipment - All underground concealed pipefitting work. 	

	Total
--	--------------

Payment to be made as follows: Due Upon Completion

Note: This Proposal may be withdrawn if not accepted within 15 days. See reverse side/attachments for Terms and Conditions. Unless noted in estimate, any electrical and plumbing is to be quoted separately or on a time and material basis. A Fuel Surcharge may be added and is subject to change. Tarping is not included. Any tarping required will be an additional charge and completed per Lee Machinery Movers Procedures. Unless otherwise specified above, Lee uses aluminum wire due to the more stable cost of aluminum. The accuracy of this quote will vary upon the accuracy and completeness of information provided to Lee Machinery Movers. Budgetary quotes are generated using basic historical job information. Any schedule changes made 24 hours or less prior to project commencement will result in a back-charge to be billed for at our standard T&M rates.

Authorized Signature: _____

Submitted by: **Anthony Solinski**

Acceptance of Proposal

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Signature: _____

Print Name: _____

Date: _____



**Machinery
Movers**

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Description	Total
- Engineering	

	Total	\$ 58,755.00
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--	---

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---	---

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each Township or City Clerk

2022 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County(ies) Where the Local Government Unit Levies Taxes Tuscola	2022 Taxable value of ALL Properties in the Unit as of 05-23-2022 2022 Taxable Value (All) 2,099,330,650	2022 Taxable Value minus Ren Zone 2,092,131,408
Local Government Unit Requesting Millage Levy County	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119.
The following tax rates have been authorized for levy on the 2022 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc.	2021 Millage Rate Permanently Reduced by MCL 211.34d	2022 Current Year Millage Reduction Fraction	2022 Millage Rate Permanently Reduced by MCL 211.34d	2022 Sec 211.34 Millage Rollback Fraction	2022 Maximum Allowable Levy *	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
Alloc	Operating	Nov-64	4.2000	3.9141	1.0000	3.9141	1.0000	3.9141	3.9141		frozen
Sp Voted	Bridge/Streets	Aug-16	0.4807	0.4807	1.0000	0.4807	1.0000	0.4807		0.4807	Dec-23
Sp Voted	Senior Citizens	Aug-17	0.3200	0.3200	1.0000	0.3200	1.0000	0.3200		0.3200	Dec-24
Sp Voted	Medical Care	Aug-18	0.2500	0.2500	1.0000	0.2500	1.0000	0.2500		0.2500	Dec-28
Sp Voted	Road Patrol	Aug-17	1.3300	1.3300	1.0000	1.3300	1.0000	1.3300		1.3300	Dec-24
Sp Voted	Roads/Streets	Aug-16	0.9657	0.9657	1.0000	0.9657	1.0000	0.9657		0.9657	Dec-23
Sp Voted	Mosquito	Aug-20	0.6316	0.6316	1.0000	0.6316	1.0000	0.6316		0.6316	Dec-25
Sp Voted	Recycling	Aug-16	0.1500	0.1500	1.0000	0.1500	1.0000	0.1500		0.1500	Dec-24
Sp Voted	Veterans	Nov-20	0.1700	0.1700	1.0000	0.1700	1.0000	0.1700		0.1700	Dec-26
Sp Voted	MSU Extension	Aug-22	0.1000	0.1000	1.0000	0.1000	1.0000	0.1000		0.1000	Dec-27

**To be used on Operating Millage Only
School Dist. use Non-Homestead Rate**
Truth in Taxation Multiplier **1.0000**

Current Year Revenue	Last Years Millage Rate
8,188,811	3.9141
1,005,687	0.4807
669,482	0.3200
523,032	0.2500
2,782,534	1.3300
2,020,371	0.9657
1,321,390	0.6316
313,819	0.1500
355,662	0.1700
209,213	0.1000
17,390,001	8.3121

Prepared by Angie Daniels	Telephone Number 989-672-3830	Title of Preparer Equalization Director	Date 08.16.22
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Certification: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President			

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

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each Township or City Clerk

2022 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County(ies) Where the Local Government Unit Levies Taxes Tuscola	2022 Taxable value of ALL Properties in the Unit as of 05-23-2022 2022 Taxable Value (All) 2,099,330,650	2022 Taxable Value minus Ren Zone 2,092,131,408
Local Government Unit Requesting Millage Levy County	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119.

The following tax rates have been authorized for levy on the 2022 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc.	2021 Millage Rate Permanently Reduced by MCL 211.34d	2022 Current Year Millage Reduction Fraction	2022 Millage Rate Permanently Reduced by MCL 211.34d	2022 Sec 211.34 Millage Rollback Fraction	2022 Maximum Allowable Millage Levy *	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
Alloc	Operating	Nov-64	4.2000	3.9141	1.0000	3.9141	1.0000	3.9141	3.9141		frozen
Sp Voted	Bridge/Streets	Aug-16	0.4807	0.4807	1.0000	0.4807	1.0000	0.4807		0.4807	Dec-23
Sp Voted	Senior Citizens	Aug-17	0.3200	0.3200	1.0000	0.3200	1.0000	0.3200		0.3200	Dec-24
Sp Voted	Medical Care	Aug-18	0.2500	0.2500	1.0000	0.2500	1.0000	0.2500		0.2500	Dec-28
Sp Voted	Road Patrol	Aug-17	1.3300	1.3300	1.0000	1.3300	1.0000	1.3300		1.3300	Dec-24
Sp Voted	Roads/Streets	Aug-16	0.9657	0.9657	1.0000	0.9657	1.0000	0.9657		0.9657	Dec-23
Sp Voted	Mosquito	Aug-20	0.6316	0.6316	1.0000	0.6316	1.0000	0.6316		0.6316	Dec-25
Sp Voted	Recycling	Aug-16	0.1500	0.1500	1.0000	0.1500	1.0000	0.1500		0.1500	Dec-24
Sp Voted	Veterans	Nov-20	0.1700	0.1700	1.0000	0.1700	1.0000	0.1700		0.1700	Dec-26
Sp Voted	MSU Extension	Aug-22	0.1000	0.1000	1.0000	0.1000	1.0000	0.1000		0.1000	Dec-27

Prepared by Angie Daniels	Telephone Number 989-672-3830	Title of Preparer Equalization Director	Date 08.16.22
-------------------------------------	---	---	-------------------------

Certification: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Page 133 of 170

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President			

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

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Tuscola County Medical Care Community

Your Care Partner in Skilled Nursing and Rehabilitation Therapy

1285 CLEAVER ROAD ♦ CARO, MICHIGAN 48723
PHONE (989) 673-4117 ♦ FAX (989) 673-6665

Executive Management

Brenda Kretschmer, RN, NHA – Chief Executive Officer
Maggie Root, CHC – Chief Financial Officer
Mandy Palmer, RN – Chief Nursing Officer
Arshad Aqil, M.D. – Certified Medical Director



Tuscola County Department of Health & Human Services
and Tuscola County Medical Care Facility
Board of Directors
Tyler Colling - Chairman
Sue Morris – Vice-Chair
Michael Bearden – Member

August 11, 2022

Mrs. Clayette Zechmeister, Controller
Tuscola County Board of Commissioners
125 W. Lincoln Street
Caro, MI 48723

RE: Funds Transfer Request for various Capital Projects

Dear Mrs. Zechmeister:

This letter is to request a Transfer of Funds **from Millage Fund 298-000-001-000 to General Fund Account 291-000-001-000** for recent capital expenses accumulated by Community:

1. Final Payment – Alderman Roof Project	\$86,362.60
Valley Roofing	August 2022

The total amount of this request is \$86,362.60. Thank you for your assistance.

Sincerely,

Brenda L. Kretschmer, RN, NHA, CEO

Cc: Ashley Bennett, Tuscola County Treasurer

Valley Roofing Company Inc

Vendor Code 103366

Invoice Number	Description	Date	Amount	Discount	Withheld	Net Amount
1001-024	1001-024 - Alderman Roof Paymt. 4	07/26/2022	23,391.00	0.00	0.00	23,391.00
10-57-70501	Capital Outlay - Building, BC, BSE		23,391.00			
1001-024	1001-024 - Alderman Roof Final Paymt. 5	07/26/2022	62,971.60	0.00	0.00	62,971.60
10-57-70501	Capital Outlay - Building, BC, BSE		62,971.60			
Check Date: 08/05/2022			Check #: 0000066059			
			Totals:	86,362.60	0.00	0.00
						86,362.60

Tuscola Co Medical Care Facility - Tuscola Co Medical Care Facility - Tuscola Co Medical Care Facility - Tuscola Co Medical Care Facility - Tuscola Co Medical Care Facility - Tuscola Co Medical Care Facility - Tuscola

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Tuscola Co. Medical Care Community
1285 Cleaver Road
Caro, MI 48723
FROM CONTRACTOR:
Valley Roofing Co., Inc.
408 Woodside Avenue
Bay City, MI 48708

PROJECT:
Tuscola Medical

VIA; ARCHITECT

APPLICATION #: four
PERIOD TO: 07/20/22
PROJECT NOS: 1001-024

CONTRACT DATE: 09/12/00

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR: Roofing

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	629,716.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	629,716.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	629,716.00
5. RETAINAGE:		
a. 10.0% of Completed Work	\$	62,971.60
b. _____ of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	62,971.60
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	566,744.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	543,353.40
8. CURRENT PAYMENT DUE-----	\$	23,391.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:
By: [Signature] Date: 7/20/22

State of: Michigan
County of: Bay

Subscribed and sworn to before me this 20 day of July, 2022

Notary Public: [Signature]
My Commission expires: 06/06/24

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amt. PAID: 3-25-22, 6-03-22, 7-01-2022

AMOUNT CERTIFIED ----- \$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: [Signature] Date: 57-70501 07/26/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Approved 7/26/22,
B. Kutschmer CEO

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: four
 APPLICATION DATE: 07/20/22
 PERIOD TO: 20-Jul-22
 ARCHITECT'S PROJECT NO: 1001-024

PROJECT:
 Tuscola Medical

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Peterson Metal Panels	70,349.00	70,349.00			70,349.00	100%		7,034.90
2	Trim pcs, valley, drip, cap	12,884.00	12,884.00			12,884.00	100%		1,288.40
3	Ice & water shield	10,800.00	10,800.00			10,800.00	100%		1,080.00
4	Firestone 5" flashing & access.	4,435.00	4,435.00			4,435.00	100%		443.50
	Performance bond	3,861.00	3,861.00			3,861.00	100%		386.10
6	Dumpster	3,600.00	3,600.00			3,600.00	100%		360.00
7									
8	Labor/overhead	276,067.00	262,264.00	13,803.00		276,067.00	100%		27,606.70
9									
10	Serenus Johnson .. Deck repair,								
11	shingle transfer, scaffling	247,720.00	235,533.00	12,187.00		247,720.00	100%		24,772.00
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28									
SUBTOTALS PAGE 2		629,716.00	603,726.00	25,990.00		629,716.00	100%		62,971.60

AP Invoice Register

Batch ID: 0001 Valley Roofing

Posting Code: AP Accounts Payable

AP Account: 10-00-20100

Posting Period: 07/2022

Vendor Code	Vendor Name/Comments	Invoice No	Alt / Accrue	Inv Date/ Accrue Dt	Due Date	Hld	Disc Date	Freight	Discount Sales Tax	Term	Purch Ord 1099 Amt/BU Withhld	Invoice Amount GL Acct Code	Distribution Amount	
103366	Valley Roofing Company Inc	1001-024	2 No	07/26/2022	08/05/2022	N	00/00/0000		0.00	0	DHS Board	23,391.00		
	Alderman Roof Paymt. 4		No	00/00/0000				0.00	0.00		23,391.00	0.00		
	Long Invoice No	1001-024												
				Capital Outlay - Building, BC, BSE				0.00	0.00			10-57-70501	23,391.00	
Subtotal for Vendor 103366, Valley Roofing Company Inc												23,391.00		
Posting Code: AP		Period: 07/2022										Sub-Total:	23,391.00	23,391.00
Vendor Code Hash	Number of Invoices:	1		Register Total:					0.00		23,391.00	23,391.00	23,391.00	
Total	103366			(Freight & Sales Tax)				0.00	0.00					

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Tuscola Co. Medical Care Community
1285 Cleaver Road
Caro, MI 48723

PROJECT:
Tuscola Medical

VIA; ARCHITECT

APPLICATION #: five
PERIOD TO: 07/20/22
PROJECT NOS: 1001-024

CONTRACT DATE: 09/12/00

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

CONTRACT FOR: Roofing

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	629,716.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	629,716.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	629,716.00
5. RETAINAGE:		
a. _____ of Completed Work	\$	
b. _____ of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	629,716.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	566,744.40
8. CURRENT PAYMENT DUE-----	\$	62,971.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:
By: [Signature] Date: 7/20/22

State of: Michigan
County of: Bay

Subscribed and sworn to before
me this 20 day of July, 2022

Notary Public: [Signature]
My Commission expires: 06/06/24

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

FINAL AMT. DUE - Pd. 3-25-22, 6-03-22, 7-01-22, 7-26-22

AMOUNT CERTIFIED ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet if changed to conform to the amount certified.)

ARCHITECT:
By: [Signature] Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Approved 7/26/22
B. Kutschmer CEO

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: five

PROJECT:
Tuscola Medical

APPLICATION DATE: 07/20/22

PERIOD TO: 20-Jul-22

ARCHITECT'S PROJECT NO: 1001-024

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Peterson Metal Panels	70,349.00	70,349.00			70,349.00	100%		
2	Trim pcs, valley, drip, cap	12,884.00	12,884.00			12,884.00	100%		
3	Ice & water shield	10,800.00	10,800.00			10,800.00	100%		
4	Firestone 5" flashing & access.	4,435.00	4,435.00			4,435.00	100%		
	Performance bond	3,861.00	3,861.00			3,861.00	100%		
6	Dumpster	3,600.00	3,600.00			3,600.00	100%		
7									
8	Labor/overhead	276,067.00	276,067.00			276,067.00	100%		
9									
10	Serenus Johnson .. Deck repair,								
11	shingle transfer, scaffling	247,720.00	247,720.00			247,720.00	100%		
12									
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28									
SUBTOTALS PAGE 2		629,716.00	629,716.00			629,716.00	100%		

2021 All Funds Audited Fund Balances 2022 Estimated Available Ending Fund Balances					
Fund	Fund Name	2021 Ending Fund Balance Audited	2022 Estimated Revenue and Transfers In	2022 Estimated Expenditures and Transfers Out	2022 Estimated Ending Fund Balance
General Fund					
101	Nonspendable	554,152			556,000
	Restricted	-			-
	Committed	5,000			5,000
	Assigned	1,419,300			1,799,248
	Unassigned	957,003			7,575,207
	Total General Fund	2,935,455	13,742,395	13,742,395	9,935,455
Special Revenue Funds					
207	Voted Road Patrol	1,721,469	2,843,765	2,301,384	2,263,850
208	County Parks & Recreation	14,154	27,600	24,000	17,754
213	Arbela Township Police Services	-	95,237	95,237	-
214	Voted Primary Road Improvement	430,254	1,978,287	1,800,000	608,541
215	Friend of the Court	26,565	940,000	958,771	7,794
216	Family Counseling	70,672	7,000	5,000	72,672
218	Dispatch/911	976,206	1,259,850	1,457,742	778,314
221	Health Department	2,472,644	4,716,818	4,599,788	2,589,674
224	Regional DWI Court Grant	88,135	251,700	260,875	78,960
225	Vassar Township Police Services	-	94,667	94,667	-
230	Recycling	141,789	380,000	343,404	178,385
232	Millington Township Police Services	-	189,610	189,610	-
233	New Mental Health Grant for Courts	13	39,775	38,883	905
236	Victim Services	214	94,426	94,426	214
239	Animal Shelter	67	342,242	340,000	2,309
240	Voted Mosquito Abatement	756,698	1,293,242	974,221	1,075,719
244	Equipment Fund	331,333	250,000	435,000	146,333
246	County Veteran Service Grant	45,433	55,000	80,610	19,823
249	Building Inspection Fund	8,988	646,915	582,224	73,679
250	CDBG Housing Program Income	58,560	20,000	60,000	18,560
251	Principal Residence Exemption	27,003	83,500	62,890	47,613
252	Remonumentation	-	57,440	57,440	-
255	Victim of Crime Act Grant	2,697	90,000	92,697	-
256	Register of Deeds Automation	99,864	52,450	51,350	100,964
258	Geographic Information Systems	178,764	107,250	94,159	191,855
260	Indigent Defense (MIDC)	204,418	1,294,864	1,499,282	-
261	Homeland Security	369	60,000	60,368	1
263	Concealed Pistol Licensing	161,616	48,200	14,945	194,871
265	Corrections Officer Training	14,033	11,000	13,700	11,333
266	Forfeiture Sheriff/Prosecutor/Crime Victim	281,414	5,000	200,000	86,414

269	Law Library	36,598	6,500	1,000	42,098
270	American Rescue Plan Act (ARPA)	-	5,075,303	5,075,303	-
273	Coronavirus Emgcy Supp Funding	4,069	54,100	58,169	-
279	Voted MSU-Extension	42,983	204,435	181,627	65,791
285	Michigan Justice Training	6,742	4,000	4,000	6,742
288	Human Services Child Care	360,559	188,950	148,635	400,874
292	Child Care Probate Juvenile	187,011	798,950	765,497	220,464
293	Soldiers Relief	56,727	-	25,000	31,727
295	Voted Veterans	85,619	348,098	363,914	69,803
296	Voted Bridge	1,431,022	985,753	1,872,528	544,247
297	Voted Senior Citizens	154,283	654,548	706,194	102,637
298	Voted Medical Care Facility	1,304,502	518,585	1,100,000	723,087
	Special Revenue Funds Total	\$ 11,783,487	\$ 26,175,060	\$ 27,184,540	\$ 10,774,007
Debt Service Funds					
352	Pension Bonds	4,741	474,746	479,487	-
353	Pension Bond Health Department	57	188,418	188,475	-
374	Purdy Building Debt	-	76,593	76,593	-
375	Caro Sewer System	-	422,853	422,853	-
379	Mayville Storm Sewer	-	78,850	78,850	-
385	Denmark Sewer System (Old)	-	103,172	103,172	-
387	Wisner Water	-	154,644	154,644	-
	Debt Service Funds Total	\$ 4,798	\$ 1,499,276	\$ 1,504,074	\$ -
Capital Project Funds					
470	State Police Capital Expenditures	166,390	53,322	10,500	209,212
483	Capital Improvements Fund	1,961,177	-	390,600	1,570,577
488	Jail Capital Improvement Fund	989,481	3,000	-	992,481
	Capital Project Funds Total	\$ 3,117,048	\$ 56,322	\$ 401,100	\$ 2,772,270
Internal Service Funds					
676	Motor Pool (Child Care Vehicle)	22,628	5,000	25,809	1,819
677	Workers Compensation	21,159	200,000	200,000	21,159
678	Health Insurance	842,165	3,400,000	3,400,000	842,165
	Other Funds Total	\$ 885,952	\$ 3,605,000	\$ 3,625,809	\$ 865,143
Proprietary Funds					
291	Medical Care Facility	6,681,823	23,486,989	23,835,388	6,333,424
532	Tax Foreclosure Fund	1,861,089	260,548	324,533	1,797,104
626	Combined Revolving Tax Fund	6,105,650	675,240	675,240	6,105,650
	Proprietary Funds Total	\$ 14,648,562	\$ 24,422,777	\$ 24,835,161	\$ 14,236,178
	Total All Funds	\$ 33,375,302	\$ 69,500,830	\$ 71,293,079	\$ 38,583,053

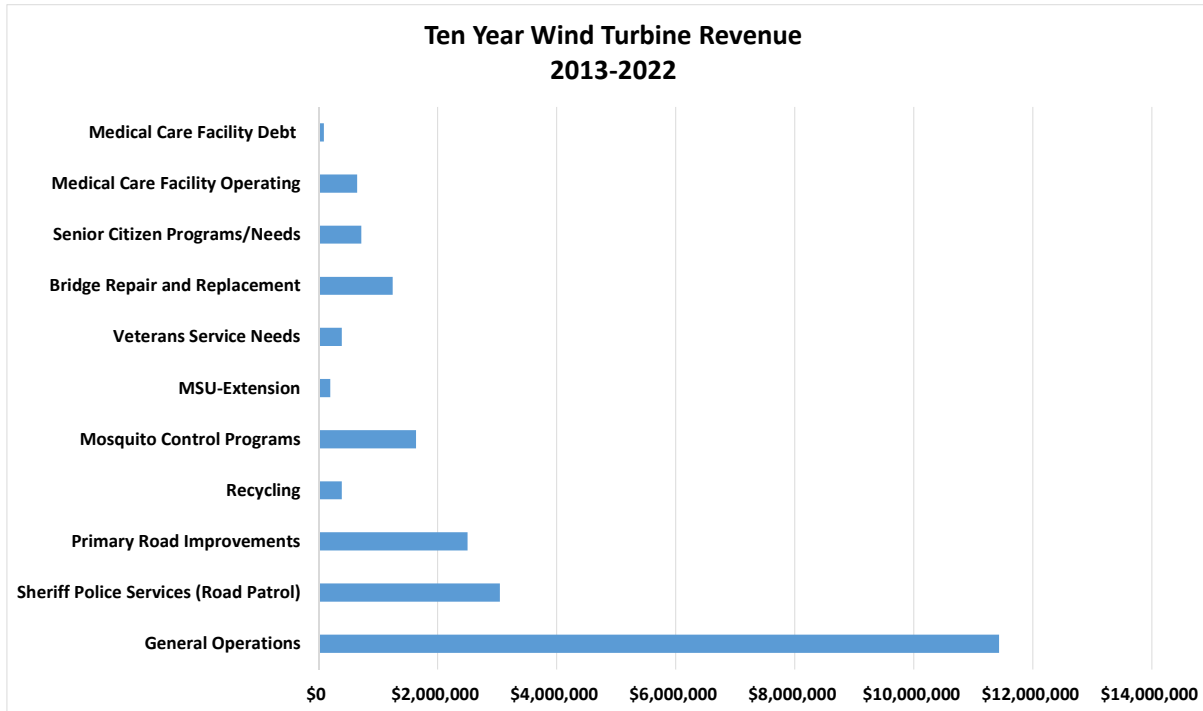
Voted Special Purpose Millage Fund Balance Estimates as of 12/31/22 (Unaudited)				
Voted Special Purpose Millage Funds	2021 Millage Levy for 2022 Budget	Expiration Date of Millage Authorized	Estimated 12/31/2022 Fund Balance	Fund Balance Information
Road Patrol - Fund Number 207	1.3300	Dec 2024	\$2,263,850	Public safety operation. Shortage of Road Patrol Officers is creating a large fund balance.
Primary Roads and Streets - Fund Number 214	0.9657	Dec 2031	\$608,541	Cities and villages receive a portion of street funds - if this millage is reduced they would also receive less - ultimately funds will be spent on needed roads
Recycling - Fund Number 230	0.1500	Dec 2024	\$178,385	Recycling moved to their new location in the fall of 2020. Future concerns on revenue keeping up with operations may have to be addressed.
Mosquito Abatement - Fund Number 240	0.6316	Dec 2025	\$1,075,719	Recommended minimum \$250,000 fund balance per the Mosquito Abatement and Health Directors in case of a disease outbreak
MSU-E 279	0.1000	Dec 2027	\$65,791	The first time funds will were levied was 2016 and collected for the 2017 budget. Millage just recently renewed.
Voted Veterans 295	0.1700	Dec 2026	\$69,803	For the purpose of providing dedicated services to veterans of the United States military and their qualified dependents within the County of Tuscola since 2016
Bridge and Streets - Fund Number 296	0.4807	Dec 2031	\$544,247	Road Commission Finance Director said the Road Commission plans to spend down the balance over the next several years for needed road and bridge improvements - some of the balance could be obligated expenses for the subsequent year - <u>cities and villages receive a portion of bridge and street millage revenue - if the millage is reduced they would also receive less-</u> ultimately funds will be spent for needed bridge and street work
Senior Citizens - Fund Number 297	0.3200	Dec 2024	\$102,637	Fund balance is 17% of 2022 budgeted expense. In 2022 Board approved \$32,000 use of fund balance for senior services.
Medical Care Facility - Fund Number 298	0.2500	Dec 2028	\$723,087	Used for operations, equipment, capital improvements and Maintenance of Effort (MOE) payments.
				MOE Is a requirement in certain legislative, regulatory or administrative policies that a grant recipient must maintain a specified level of financial effort in the health area for which Federal funds will be provided in order to receive Federal grant funds.

Special Voted Millages Available Fund Balances History									
Fund	Fund Name	2015 FUND BALANCE	2016 FUND BALANCE	2017 FUND BALANCE	2018 FUND BALANCE	2019 FUND BALANCE	2020 FUND BALANCE	2021 FUND BALANCE	2022 ESTIMATED FUND BALANCE
Special Revenue Funds									
207	Road Patrol	204,989	175,470	418,420	788,829	1,018,933	1,089,959	1,401,202	1,854,968
214	Voted Primary Road Improvement	166,980	927,433	8,571	8,570	51,726	44,341	189,318	303,263
230	Recycling	386,359	392,358	222,681	211,099	112,587	33,186	104,365	130,967
240	Mosquito Abatement	176,513	155,622	121,191	72,422	274,468	442,904	599,117	876,056
279	Voted MSU-Extension	0	0	0	0	0	17	18,033	34,178
295	Voted Veterans	5,051	75,062	166,611	125,113	83,428	34,326	43,205	16,061
296	Voted Bridge	1,629,164	1,411,649	969,121	932,005	983,229	1,448,834	1,311,090	696,207
297	Voted Senior Citizens	37,154	46,220	87,761	66,279	76,853	94,379	77,671	4,705
298	Voted Medical Care Facility	3,445,072	4,241,779	1,036,150	1,016,846	673,729	941,493	1,242,128	644,056

****Does not include Wind Reserves**

TUSCOLA COUNTY GOVERNMENT COUNTY WIND TURBINE REVENUE 2013-2022

Wind Turbine Revenue by Category	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Ten Year Total
General Operations	\$383,161	\$721,120	\$1,247,050	\$1,166,396	\$1,177,324	\$1,076,413	\$1,163,934	\$1,507,162	\$1,556,211	\$1,435,348	\$11,434,119
Sheriff Police Services (Road Patrol)	\$0	\$82,105	\$165,786	\$299,680	\$287,985	\$400,051	\$365,762	\$403,208	\$512,129	\$530,372	\$3,047,077
Primary Road Improvements	\$0	\$88,099	\$177,887	\$321,556	\$309,007	\$290,473	\$265,575	\$292,765	\$371,851	\$385,098	\$2,502,311
Recycling	\$0	\$13,685	\$27,631	\$49,946	\$47,997	\$45,118	\$41,251	\$45,474	\$57,758	\$59,816	\$388,676
Mosquito Control Programs	\$0	\$57,620	\$116,344	\$210,308	\$202,100	\$189,979	\$173,695	\$191,477	\$243,203	\$251,866	\$1,636,592
MSU-Extension	\$0	\$0	\$0	\$0	\$31,998	\$30,079	\$27,501	\$30,316	\$38,506	\$39,878	\$198,278
Veterans Service Needs	\$0	\$0	\$0	\$56,606	\$54,396	\$51,134	\$46,751	\$51,537	\$65,459	\$67,791	\$393,674
Bridge Repair and Replacement	\$0	\$43,853	\$88,548	\$160,062	\$153,815	\$144,589	\$132,196	\$145,730	\$185,097	\$191,691	\$1,245,581
Senior Citizen Programs/Needs	\$0	\$18,246	\$36,841	\$66,596	\$63,997	\$96,252	\$88,002	\$97,012	\$123,318	\$127,607	\$717,872
Medical Care Facility Operating	\$0	\$22,807	\$46,051	\$83,244	\$79,995	\$75,197	\$68,752	\$75,791	\$96,264	\$99,694	\$647,794
Medical Care Facility Debt	\$0	\$91,228	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$91,228
Total County	\$383,161	\$1,138,763	\$1,906,138	\$2,414,394	\$2,408,614	\$2,399,285	\$2,373,420	\$2,840,472	\$3,249,796	\$3,189,159	\$22,303,202



Tuscola County

Wind Escrows as of 8-19-22

Consumers

General Fund	\$	1,498,120
Voted Primary Roads	\$	305,278
Voted Road Patrol	\$	408,882
Recycling	\$	47,418
Mosquito	\$	199,663
MSU	\$	31,613
Veterans	\$	53,742
Bridge	\$	151,960
Senior	\$	97,932
Med Care	\$	79,031

TOTAL	\$	2,873,639
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Combined Total	\$	4,015,703
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Nextera Settlement in 2017

	\$	667,774
	\$	115,485
	\$	122,916
	\$	19,248
	\$	81,044
	\$	-
	\$	16,172
	\$	61,682
	\$	25,664
	\$	32,079
	\$	1,142,064

2023 Draft Budget Development Calendar*

22-Aug	Presentation of financial trends/projections to commissioners and county officials	Controller
22-Aug	Revenue and expenditure budget distributed to departments electronically	Controller
22-Aug to 11-Sep	Revenue and expenditure projections for 2022 prepared by departments and 2023 revenue and expenditure budget requests	Departments
12-Sep	Department revenue and expenditure requests and projections compiled by Controller-reviewed by Board	Controller and Board
15-Sep	Board directs Controller and Finance Commissioners to prepare draft 2023 balanced budget	Controller and Finance Commissioners
16-Sept to 23-Sep	Controller and Finance Commissioners prepare first draft 2023 budget	Controller and Finance Commissioners
26-Sep	Board reviews first draft balanced 2023 budget - makes changes	Board
27-Sep	First draft 2023 budget submitted to departments for review/comment	Controller
27-Sep to 7-Oct	Departments prepare written comments regarding draft budget	Departments
10-Oct	Board reviews department comments and considers budget changes	Board
11-Oct	Departments notified if the Board makes budget changes	Controller
13-Oct	2 nd Board review of department requested budget changes	Board
14-Oct	Public hearing newspaper notice prepared/submitted to newspaper and County Website (Advertiser must have by Monday @ noon to make Wednesday's paper)	Controller
27-Oct	Public hearing conducted	Board
27-Oct	Final budget revisions and adoption	Board

Funded Projects Tracker General Fund Appropriation

Project/Potential Project	Board Motion	Funds Received	Allocated (Board Approved)	Provision Gov Svcs	Description
ARPA Funds Total		\$ 10,147,979.00	\$ 147,979.00	\$ 10,000,000.00	
Ambulance Equipment Ambulance Automatic Vehicle Locator (AVL)	2021-M-270	\$ -	\$ -	\$ 1,600.12	<i>Sheriff's Cradlepoint 5-yr Net Cloud and Panorama Antenna Equipment for AVL for Akron, Columbia, Wisner (ACW) Township and Mayville Ambulance to support Critical health situations Board approved \$4,500 for project</i>
Annex Rooftops/HVAC	2022-M-114			\$ 20,000.00	<i>Project in process, approved with 2022 Capital Funds requests needs (potential ARPA funded)</i>
ARPA Consultants Professional & Contractual/ Guidehouse	2021-M-284	\$ -	\$ 32,529.00	\$ -	<i>Consulting svcs for ARPA Reporting Guidehouse</i>
EDC Request for \$500,000 Support for Small Business Revitalation Program	08/11/2022			\$ 500,000.00	<i>Funding available for businesses for making a direct investment into their business for maintenance, working capital, inventory expansion or new product lines, update business equipment</i>
FOC Counter Enclosure/ 2022 Budgeted project \$ 7,600	2022-M-096	\$ -	\$ -	\$ 7,600.00	<i>2022 Budgeted project Project completed</i>
Gabridge & Co/ (to Identify Revenue Losses)	2021-M-186	\$ -	\$ -	\$ 3,000.00	<i>Identify Revenue Losses Board approved (Project Completed)</i>
Home Projects Program to Assist Residents with Roof Repairs, Septic System and Well Systems (DC)	2022-M-156	\$ -	\$ -	\$ 330,000.00	<i>Original Request: 30 Roofs @ \$10,000 ea, 20 Septic Systems @ \$10,000 ea., 20 Wells @ \$10,000 ea., 7/28/22 Board approved \$330,000 for Home Projects Program</i>

Project/Potential Project	Board Motion	Funds Received	Allocated (Board Approved)	Provision Gov Svcs	Description
Infrastructure/ Fiber Optic - Animal Shelter	2022-M-177	\$ -	\$ -	\$ 40,000.00	Fiber Optic transport service to Animal Shelter (project in process)
Tuscola County Jail Video Booths Request: \$50,000	2021-M-295	\$ -	\$ -	\$ 50,000.00	2022 Capital Improvement requests to be potentially funded with ARPA funds, Video booths to provide isolated video hearings, attorney meetings and medical consultations. Current situation is too loud and not private.
Management Staff Salaries	2021-M-072		\$ 111,263.61	\$ -	Management Staff Salaries
NEU Request - Cass City Village Request for \$250,000 to be used to renovate 40 yr old wastewater treatment plant (cost of \$15,500,000)	2022-M-153	\$ -	\$ -	\$ 250,000.00	Support for a wastewater plant project of approx.. \$16 million
NEU Request - Denmark Township Request for \$800,000 Assistance to replace failing sewer lagoons	2022-M-154	\$ -	\$ -	\$ 300,000.00	Assistance to replace failing sewer lagoons
Premium Pay (HDC included)	2022-M-072	\$ -	\$ -	\$ 1,298,040.25	4/30/2022 867,430.25 5/31/2022 \$430,649.50 (HD) Project Completed
Recycling Center New Driveway \$ 20,000	2022-M-155	\$ -	\$ -	\$ 20,000.00	Concrete Driveway Replacement for Dirt Driveway
Remote Court Justice AV Solutions/ Hybrid Courtroom Environment	2021-M-179	\$ -	\$ -	\$ 291,097.96	Video equipment to allow for remote and/or socially distanced court operations
Tuscola County Space Needs/ Emergency Response Center est. \$2,000,000	2022-M-133	\$ -	\$ -	\$ 2,000,000.00	PBS Building /Estimated renovation for Emergency Response Center/County space needs
Tuscola County Space Needs/ Emergency Response Center	2022-M-133	\$ -	\$ -	\$ 178,177.00	PBS Building /18 mo. (3299.58/mo) (\$1649.85 prorated) rent is currently being paid, project is in process
Affordable Housing		Housing Homeless		DENIED	Denied for other funding possibilities and difficult to estimate cost

Project/Potential Project	Board Motion	Funds Received	Allocated (Board Approved)	Provision Gov Svcs	Description
Medical Transport Subsidy \$108,000				DENIED	Thumb Body Transit System 3 year expansion project (denied as private company-can apply for separate government funds)
Tuscola County Fair Funding		<i>Repave Midway and Parking Areas - Board Denied, city should be funding</i>		DENIED	Denied as City owned, City is responsible for renovation/maintenance

	General Funds Appropriation Summary		
	Available	Cumulative Expenditures	Balance (Available Remaining)
General Appropriation Fund	\$ 10,147,979.00	\$ 9,493,682.85	\$ 654,296.15
Max Allowed for 6.2	\$ 10,000,000.00	\$ 5,289,515.33	\$ 4,710,484.67
Remainder for 7.1	\$ 147,979.00	\$ 143,792.61	\$ 4,186.39

Potential Projects Tracker General Fund Appropriation

Project/Potential Project	Board Motion	Board Approved	Provision Gov Svcs	Description
County Clerks Office Cost TBD		\$ -	\$ -	<i>Redesign office to separate employee space from public space and Walk-up Window for security and safety purposes, \$15,000 approved in Capital Fund Motion 2021-M-314</i>
EMS Chest Compression Units 10 Units @ \$200,000		\$ -	\$ -	<i>10 Units @ \$20,000 ea. (expected 10% increase October 1st) One unit for ea: Ambulance: ACW, Mayville Medical First Response: Millington, Reese, Caro</i>
Health Dept Storage Building \$ 500,000		\$ -	\$ -	<i>Drive through clinics, storage for PPE</i>
Medical Examiner/Equipment/Morgue/ Cold Storage Building \$ 600,000		\$ -	\$ -	<i>Potentially part of multiuse project with Health Dept</i>
NEU Request - Almer Township <i>Request for \$600,000 to replace 70 yr old building; increase storage space and add adm offices, hosts soccer field</i>		\$ -	\$ -	<i>Replace 70 yr old building; increase storage space and add adm offices, hosts soccer field</i>
NEU Request - City of Vassar <i>Request for \$1,500,000 to be used for the Fire Dept. Squad Vehicle \$300K, Safety radios \$140K, Expansion of sewer service, \$1,060,000 (city received \$267,135.52 ARPA funds to be used for water system and Vac truck)</i>		\$ -	\$ -	<i>Fire Depart. Squad Vehicle \$300k, safety radios \$140k, Expansion of sewer service, \$1,060,000, (City received \$267,135.52 ARPA funds to be used for water system and Vac truck)</i>

Project/Potential Project	Board Motion	Board Approved	Provision Gov Svcs	Description
NEU Request - Columbia Township <i>Request for \$75,571 Support for New Fire Hall for Akron, Wisner & Columbia (AWC)</i>		\$ -	\$ -	<i>Support for a potential new fire hall for Akron, Wisner & Columbia (ACW) Fire Dept.</i>
NEU Request - Fairgrove Village <i>Request for \$54,951 Lights and sewer</i>		\$ -	\$ -	<i>Lights and sewer</i>
NEU Request - Millington Twnshp <i>Request for \$321,228 Purchase tractor and roadside mower</i>		\$ -	\$ -	<i>Purchase tractor and roadside mower</i>
NEU Request - Millington Village <i>Request for \$104,355 Water tower and pipes</i>		\$ -	\$ -	<i>Requested \$104,355 to assist with costs to repair water tower and pipes Submitted details for Repair and Paint Elevated 300,000 Gallon Storage Tank Total Bid: \$173,420</i>
NEU Request - Unionville Village <i>Request for \$49,299 Storm Sewer Upgrades</i>		\$ -	\$ -	<i>Storm Sewer Upgrades</i>
Parks and Rec upgrades \$ 200,000		\$ -	\$ -	<i>Vanderbilt Park Playground equipment, canoe launch, signage, roads</i>
Purdy Building Windows (ability to open) <i>Cost TBD</i>		\$ -	\$ -	<i>Purdy Building Windows (to be able to open windows for ventilation)</i>
Purdy Building Ventilation (HVAC and/or window) <i>Cost TBD</i>		\$ -	\$ -	<i>Purdy Building (modify/improve HVAC system or modify/add windows in order to be able to open)</i>
Treasurer's Office Window est cost: \$ 4,000		\$ -	\$ -	<i>Purdy Building Windows (to be able to open for ventilation)</i>

Vanderbilt Park

Signs: Should be white with black lettering. No cursive writing. Made of something better than thick corrugated paper. There should be “Watch for Pedestrians” at the beginning of park as well as along the road alongside of the park.

Guardrail/pylons: Taken down and replace with split rail fence.

Playground equipment – Slide (repainted), swing set(repainted and new chain and seats), tetherball, horseshoe pits(repaired), beach volleyball court(new net and new sand). Add a climbing dome.

Driveways: Still have major ruts in a few places.

Storage shed: Repaired, painted, ADA door handles.

Electrical boxes: Inspected by electrician (possible replacement)

Pavilion: Repainted and aluminum ADA compliant tables to replace old wooden non-accessible tables

Bathrooms: Need a sidewalk to them and repainted

Rustic lots: There is plenty of property that can be made into rustic lots.

Road: Speed limit of 5 MPH

Need to clear all phragmites

Draining ditches need to be repaired.

Website: Updated

Groundskeeper if possible

































