

TUSCOLA COUNTY

Board of Commissioners BOARD MEETING AGENDA

Thursday, September 15, 2022 - 8:00 AM

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

	Public may participate in the meeting electronically: (US) +1 929-276-1248 PIN:112 203 398# Join by Hangouts Meet: meet.google.com/mih-jntr-jya	
8:00 /	AM Call to Order - Chairperson Bardwell Prayer - Commissioner Young Pledge of Allegiance - Commissioner Vaughan Roll Call - Clerk Fetting	
		Page
Adopt	tion of Agenda	
Action	n on Previous Meeting Minutes	
1.	Action on Previous Meeting Minutes <u>Board of Commissioners - 25 Aug 2022 - Minutes - Pdf</u>	6 - 13
Brief	Public Comment Period for Agenda Items Only	
Conse	ent Agenda	
	Committee of the Whole - 12 Sep 2022 - Minutes - Pdf	14 - 17
1.	Managed Assigned Council Secretary Position <u>Expansion of Staff Secretary to Fulltime</u>	18
2.	Appointment of Non-Attorney Magistrate <u>Appointment of Non-Attorney Magistrate</u>	19
3.	Courthouse Closing for Training Courthouse Closing for Training	20

4.	Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency School Plan Review and Inspection Authority	21 - 30
5.	Protective Glass For Courthouse Stained Glass Window PROPOSAL Tuscola Co Courthouse 8.22.22	31
New	Business	
1.	Tuscola County Hazard Mitigation Plan Resolution 2022-16 Resolution for the Adoption of the Tuscola County Hazard Mitigation Plan	32 - 33
2.	Tuscola County Health Department Lease for Suite A <u>Health Department Lease for Suite A</u>	34 - 35
3.	Opioid Update - Clayette Zechmeister, Controller/Administrator National Opioid Settlement Allocation Notice Michigan Dist PY1.docx	36 - 48
4.	Vanderbilt Park Fix IMG 20220809 115143303 HDR IMG_20220809 115226412 HDR IMG_20220809 115335255 HDR IMG_20220809 115349856 HDR IMG_20220809 115702560 HDR IMG_20220809 115850584 HDR IMG_20220809 115932477 HDR IMG_20220809 115932477 HDR IMG_20220809 12816465 HDR IMG_20220809 145947679 HDR IMG_20220809 1282567428 HDR IMG_20220809 12829619 HDR IMG_20220809 128258756 HDR IMG_20220809 1233258756 HDR IMG_20220809 124130885 HDR IMG_20220809 1244130885 HDR IMG_20220809 125042825	49 - 66

Old Business

1. 911 Dispatcher Position

67

Dispatcher Position McCallum 2. Village of Fairgrove Request of a General Fund Appropriation for the 68 - 96Lighting Project Village of Fairgrove Request Fairgrove Village Presentation 97 - 124 3. Program Income Money and Recommended Program Eligibility/Guidelines - Brian Neuville, Deputy Director Human Development Commission (HDC) **HDC Program Procedure Guide** 4. Request to Purchase Book Storage Unit 125 Register of Deeds - Book storage unit 5. Refill Vacant Corrections Deputy Position 126 **Corrections Officer Position** Correspondence/Resolutions MPPS-Policy-Brief-Harassment-2022 1. 127 - 130 Village of Cass City Appreciation for Support Letter 2. 131 Legislative Update 9-9-22 - The Michigan Association of Counties 3. 132 - 134 Hills & Dales Transportation Summit 4. 135 Dept of Health & Human Services Youth Rehabilitation Services Act 5. 136 - 137 Air Force Notice of Public Hearing 6. 138 - 140 Jackson Co Resolution Rejecting Private Money for Funding Elections 7. 141 - 142 **Commissioner Liaison Committee Reports**

Grimshaw

Behavioral Health Systems Board

Recycling Advisory

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

DuRussel

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report

Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

TRIAD

Local Units of Government Activity Report

Young

Board of Public Works

County Road Commission Liaison

Dispatch Authority Board

Genesee Shiawassee Thumb Works

Great Start Collaborative

Human Services Collaborative Council (HSCC)

Jail Planning Committee

MAC Agricultural/Tourism Committee

Region VII Economic Development Planning

Saginaw Bay Coastal Initiative

Senior Services Advisory Council

Tuscola 2020

Local Units of Government Activity Report

Vaughan

Board of Health

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory

Mid-Michigan Mosquito Control Advisory Committee

NACO-Energy, Environment & Land Use

Parks and Recreation Commission

Tuscola County Fair Board Liaison

Local Units of Government Activity Report

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting, please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two (2) days in advance of the meeting.





MINUTES Board of Commissioners Meeting

8:07 AM - Thursday, August 25, 2022 H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Commissioner Bardwell called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, August 25, 2022, to order at 8:07 AM local time.

Prayer - Commissioner Bardwell

Pledge of Allegiance - Commissioner Young

Roll Call - Clerk Fetting

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

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Clayette Zechmeister, Tracy Violet, Mike Miller, Jon Ramirez

Also Present Virtual: Treasurer Ashley Bennett, Debbie Babich, Renee Francisco, Steve Anderson, Kim Brinkman, Mark Haney, Amanda Ertman, Robert McKay, Mary Drier, Cody Horton, Steve Root, Tim Green, Barry Lapp, Eean Lee, Brandon Bertram, Matt Brown, Pam Shook, Mark Ransford, Samantha Dennis, Bob Baxter, Rachel Adam, Mike Slade

At 8:10 a.m., there were a total of 22 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2022-M-176

Motion by Thomas Young, seconded by Kim Vaughan to adopt the agenda as presented. Motion Carried.

Action on Previous Meeting Minutes

Action on Previous Meeting Minutes -



2022-M-177

Motion by Thomas Young, seconded by Dan Grimshaw to adopt the meeting minutes from the August 11, 2022 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2022-M-178

Motion by Thomas Young, seconded by Kim Vaughan that the Consent Agenda Minutes and Consent Agenda Items from the August 22, 2022 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

- 1. Finalized FY 2021 Homeland Security Grant Program (HSGP) Subrecipient Agreement Move to approve the FY 2021 Homeland Security Grant Program Subrecipient Funding Agreement with the District Health Department #2, who is the acting fiduciary agent for the 2021 Homeland Security Grant Program. Agreement has been reviewed and approved by Braun Kendrick. Also, all appropriate signatures are authorized.
- 2. Request for Mosquito Control Material Purchase -

Move per the recommendation from the Mosquito Abatement Director, to accept the supplier agreement between Valent BioSciences LLC, Bay County, Midland County and Tuscola County for Mosquito control material. This agreement allows the three (3) districts to retain the 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.

- 3. Request for Mosquito Abatement Truck Purchase Move that per the request from the Mosquito Abatement Director to purchase a new work truck from Moore Motors at the cost of \$30,595.76. Funds have been budgeted in the 2022 Mosquito Abatement fund for this purchase. Also, approve a budget amendment of \$2,596 from line item 240-100-970-020 Truck Accessories to 240-100-970-010 Trucks.
- 4. Tuscola County Medical Care Community Funds Transfer Request Move that per the request from the Medical Care Community Chief Executive Officer that \$86,362.60 be transferred from the Voted Medical Care Facility Fund (298) to the Regular Medical Care Facility (291) for the items listed in the August 11, 2022 letter.



New Business

1. Rescind Consent Agenda Motion 2022-M-144 Item #3 Due To An Incorrect First Name For A Road Patrol Deputy Position. "Full-Time Road Patrol Officer Position - Move that per the July 19, 2022 request from the Tuscola County Undersheriff that Ryan Warchuck be offered a conditional job for an open Road Patrol Deputy position, pending a physical, drug test, psychological test and background check. We have also extended the offer to have his academy costs paid for and part-time pay rate (per past agreement) which will commence at the end of August." -

2022-M-179

Motion by Thomas Young, seconded by Kim Vaughan to rescind Consent Agenda Motion 2022-M-144 Item #3 only due to the first name of the individual being listed incorrectly. Motion Carried.

2. New Motion To Replace Rescinded Motion 2022-M-144 Consent Item #3 To Correct First Name -

2022-M-180

Motion by Thomas Young, seconded by Doug DuRussel that per the July 19, 2022 request from the Tuscola County Undersheriff, that Eric Warchuck be offered a conditional job for an open Road Patrol Deputy position, pending a physical, drug test, psychological test and background check. We have also extended the offer to have his academy costs paid for and part-time pay rate (per past agreement) which will commence at the end of August. Motion Carried.

3. Vacant Dispatch Position Jon Ramirez, Dispatch Director, presented the request to fill one of three vacant positions at 911 Dispatch.

2022-M-181

Motion by Thomas Young, seconded by Doug DuRussel that per the August 24, 2022 request from Jon Ramirez, Central Dispatch Director, that Raquel Fuller be hired to fill a vacant full-time dispatcher position at Step 1, pending favorable background, physical and drug screening. Motion Carried.

Old Business

 Vanderbilt County Park Road -Matter was discussed at the Committee of the Whole meeting on August 22, 2022.

2022-M-182

Motion by Thomas Young, seconded by Doug DuRussel that Tuscola County proceed working with the Tuscola County Road Commission and Wisner Township officials to resolve the issues with the roads in Vanderbilt Park. Further actions will require review of the findings at a later date. Motion Carried.



Board discussed what the next steps could be in order to continue moving the project forward including funding and who currently owns the land where the road as described lies.

2. Village of Millington Request for Appropriation for Water Tower and Pipes - Matter was discussed at the Committee of the Whole meeting on August 22, 2022.

2022-M-183

Motion by Doug DuRussel, seconded by Kim Vaughan to approve a General Fund Appropriation of reserved funds in the amount of \$104,355.00 to assist with costs associated with the Village of Millington Water Tower and Pipe Project. Also, any necessary budget amendments be authorized.

Motion Carried.

3. Request General Fund Appropriation for LUCAS Chest Compression Systems for Tuscola County Ambulances -

Matter was discussed at the Committee of the Whole meeting on August 22, 2022.

2022-M-184

Motion by Thomas Young, seconded by Kim Vaughan to approve a General Fund Appropriation of reserved funds in the amount of \$198,415.75 to purchase ten (10) LUCAS Chest Compression Systems for ambulances in Tuscola County. Also, any necessary budget amendments be authorized.

Yes: Thomas Young, Kim Vaughan, Thomas Bardwell, Doug DuRussel, and Dan Grimshaw

Motion Carried.

4. Dispatch Request for Appropriation of Funds - Matter was discussed at the Committee of the Whole meeting on August 22, 2022.

2022-M-185

Motion by Thomas Young, seconded by Kim Vaughan to approve a General Fund Appropriation to Dispatch of \$28,980.00 for the tower maintenance, \$178,934.00 for new radios and \$58,755.00 for a new generator. Also, any necessary budget amendments be authorized. Motion Carried.

5. Proposed L-4029 Tuscola County 2022 Special Voted Tax Rates - Matter was discussed at the Committee of the Whole meeting on August 22, 2022.

2022-M-186

Move that the form L-4029 authorizing the 2022 Tax Rate Levy for County Special Voted Tax Rates be approved and all appropriate signatures are authorized. Motion Carried with Grimshaw dissenting.

6. New Asphalt Drive Recycling Bid and Parking Lot Patching - Mike Miller, Director of Buildings and Grounds, opened the bids received for each of the projects at the Committee of the Whole meeting on August 25, 2022.



2022-M-187

Motion by Kim Vaughan, seconded by Thomas Young that per the recommendation of the Buildings and Grounds Director to award the bid for the new asphalt drive at the Recycling Center to Black Jack Asphalt in the amount of \$26,000.00. Also, any necessary budget amendments be authorized. Motion Carried.

7. Potential Additional Appropriation from the General Fund for the New Asphalt Drive at the Recycling Center -

Matter discussed at the Committee of the Whole meeting on August 22, 2022.

2022-M-188

Motion by Thomas Young, seconded by Kim Vaughan to appropriate an additional \$6,000.00 from the General Fund to fund the new asphalt drive at the recycling center. Also, any necessary budget amendments be authorized. Motion Carried.

8. Michigan State Police Parking (MSP) Lot Patching (West Lot) - Matter discussed at the Committee of the Whole meeting on August 22, 2022.

2022-M-189

Motion by Thomas Young, seconded by Kim Vaughan to award the bid for the Michigan State Police (MSP) parking lot patching (West Lot) to Black Jack Asphalt in the amount of \$9,800.00. Also, any necessary budget amendments be authorized. Motion Carried.

Purdy Building Parking Lot Patching (East Side) Matter discussed at the Committee of the Whole meeting on August 22, 2022.

2022-M-190

Motion by Thomas Young, seconded by Dan Grimshaw that per the recommendation of the Buildings and Grounds Director to award the bid for Purdy Building parking lot patching (East Side) to Black Jack Asphalt in the amount of \$2,400.00. Also, any necessary budget amendments be authorized. Motion Carried.

Correspondence/Resolutions

- 1. Legislative Update 8-19-22 The Michigan Association of Counties
- 2. Muskegon County Resolution 2022-265 Energy Independence
- 3. Muskegon County Resolution 2022-266 Auto Reform
- 4. Van Buren County Resolution Auto Reform
- 5. Student Loan Forgiveness (matter added) Board discussed the forgiveness of student loan debt and that Tuscola County employees may qualify.



Commissioner Liaison Committee Reports

Vaughan

No Update

Board of Health

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory

Mid-Michigan Mosquito Control Advisory Committee

NACO-Energy, Environment & Land Use

Parks and Recreation Commission

Tuscola County Fair Board Liaison

Local Units of Government Activity Report

Grimshaw

No Update

Behavioral Health Systems Board

Recycling Advisory

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

DuRussel

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison - Brenda Kretzschmer is retiring at the end of the year and Commissioner DuRussel expressed his appreciation for all she does.

Genesee Shiawassee Thumb Works

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report



Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

TRIAD -

Sheriff Skrent is working to see if the group wants to begin meeting again.

Local Units of Government Activity Report

Young

Board of Public Works

County Road Commission Liaison

Dispatch Authority Board

Genesee Shiawassee Thumb Works

Great Start Collaborative

Human Services Collaborative Council (HSCC)

Jail Planning Committee

MAC Agricultural/Tourism Committee -

Recently participated in a virtual training.

Region VII Economic Development Planning

Saginaw Bay Coastal Initiative

Senior Services Advisory Council

Tuscola 2020

Local Units of Government Activity Report

Other Business as Necessary

- -MAC Committees A recent communication has been sent out by MAC regarding committee assignments.
- -MAC Conference Conference is coming up soon if any Commissioners are interested in attending.
- -Vanderbilt Park Commissioner DuRussel would like to present regarding the Park at the next Board meeting.



At 9:46 a.m., there were a total of 24 participants attending the meeting virtually.

Extended Public Comment

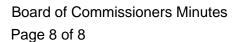
-Jon Ramirez updated the board the Albert Pearsall is resigning from his Authority Board. He will work with Clerk Fetting to get that position filled.

Adjournment

2022-M-191

Motion by Thomas Young, seconded by Kim Vaughan to adjourn the meeting at 9:52 a.m. Motion Carried.

Jodi Fetting Tuscola County Clerk, CCO







MINUTES Committee of the Whole Meeting

8:00 AM - Monday, September 12, 2022 H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

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

Roll Call - Clerk Fetting

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

Commissioner Grimshaw arrived at 8:14 a.m.

Commissioners Absent: Doug DuRussel

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Mike Miller, Steve Anderson, Jon Ramirez, Debbie Babich, Register John Bishop, Debbie Babich, Cristi Smith

Also Present Virtual: Christy Poulos, Cody Horton, Debbie Babich, Echo Torrez, Mark Haney, Mary Drier, Matt Brown, Bob Baxter, Steve Root, Tracy Violet, Sheriff Glen Skrent, Renee Francisco, Mike Slade, Treasurer Ashley Bennett, Samantha Dennis, Barry Lapp, Carrie Tabar, Debbie Mika, Cindy Hughes

At 8:39 a.m., there were a total of 25 participants attending the meeting virtually.

County Updates

None

New Business

- Managed Assigned Council Secretary Position -Geoffrey Stuart presented the request to transition Amy Taylor from part-time to fulltime employment status. Matter to be placed on the Consent Agenda.
- Appointment of Non-Attorney Magistrate Sheila Long, Court Administrator, explained the request to appointment Martin Porzondek as the Non-Attorney Magistrate. Matter to be placed on the Consent Agenda.



- 3. Courthouse Closure for Training Sheila Long, Court Administrator, explained that the Courthouse including the County
 Clerk's Office will be closed on Friday, September 16, 2022 from 8:00 a.m. to 1:00 p.m.
 for staff training. Matter to be placed on the Consent Agenda.
- 4. Program Income Money and Recommended Program Eligibility/Guidelines -Brian Neuville, Deputy Director Human Development Commission (HDC), provided an update on the CDBG program. He also reviewed the CDBG Program Income Guidelines for participation in the program and what the homeowners contribution would be. Brian to prepare a policy on implementing a Deferred Lien Program to be presented to the Board for adoption.
- 5. Village of Fairgrove Request of a General Fund Appropriation for the Light Project -Cristi L. Smith, Village of Fairgrove Clerk/Treasurer, presented regarding the Village of Fairgrove transition of lighting within the Village from mercury to LED in order to save money for the taxpayers. The Village is requesting funding from Tuscola County General Fund Appropriation funds for assistance with the project. Matter to be placed on Thursday's agenda.
- 6. Request to Purchase Book Storage Unit John Bishop, Register of Deeds, explained the request to purchase a storage unit to
 place in his office for record book storage. Matter to be placed on Thursday's agenda.
- 7. Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency Clayette Zechmeister explained that the local schools would like to continue to have SAFEBuilt provide building codes services for the upcoming year. Matter to be placed on the Consent Agenda.
- 8. Hazard Mitigation Plan Potential Resolution Deputy Steven Anderson, Emergency Manager, presented a proposed resolution to
 adopt the Tuscola County Hazard Mitigation Plan. Matter to be placed on Thursday's
 Agenda.

Old Business

None

Finance/Technology

Primary Finance/Technology

- 2023 Budget General Fund Revenue Review -Clayette Zechmeister reviewed the projected revenues for 2023 budget cycle.
- 2. Provision of Government Services/American Rescue Plan Act (ARPA) Funds Review -
 - Debbie Babich reviewed the projects that have been included on the tracker list.



On-Going and Other Finance

None

On-Going and Other Technology

Eean Lee updated the Board that the vendor that supplies security cameras will be coming Tuesday to evaluate concerns. District Court will be piloting an eFiling program by the State of Michigan. Imagesoft is also changing the pricing structure.

Building and Grounds

Primary Building and Grounds

Protective Glass For Courthouse Stained Glass Window Mike Miller, Director of Buildings and Grounds, presented the proposal from
Dave's Glass. The pricing will be honored in the Spring 2023 when the stained
glass window is re-installed. Project to be included in the 2023 Budget. Matter
to be placed on the Consent Agenda.

On-Going and Other Building and Grounds

- 1. MSP Annexation Update (matter added) Clayette Zechmeister stated that the Interim City Manager would like to meet to discuss matter.
- 2. Vanderbilt Park Gilmore Road (matter added) -Commissioner Grimshaw stated that based on his research Gilmore Road does not go through the park. Houses have been built where the court ordered road is. Board discussed having the legal descriptions rewritten or purchasing the triangular piece of property to assist in solving the problems. Board discussed the matter and possible solutions.

Personnel

Primary Personnel

- 1. Dispatch Department Update -
 - Jon Ramirez, Dispatch Director, provided an update regarding a project that was expected to being in 5-years but he has become aware that it will launch much sooner than that. The project would provide an option to send video to the Dispatch Center from a 911 Caller. Also, an update regarding his building losing power recently was provided.
- 2. Dispatch New Hire Jon Ramirez, Dispatch Director Jon Ramirez, Dispatch Director, updated the Board on the filling of his open positions. Raquel Fuller was approved by the Board on August 25, 2022. Her background requirements have come back favorable. Director Ramirez is requesting to hire Stacey McCollum at Step 1 rate of pay pending favorable background requirements. Matter to be placed on Thursday's agenda. Also, Director Ramirez reported with regret that Stacey Gilbur has submitted her letter



- of resignation. He would like to hire Bree Waterson to fill that position. Matter to be brought back to the Board when the date of hire is secured.
- Refill Vacant Corrections Deputy Position Clayette Zechmeister explained the request received to hire Ryker Maurer as a
 Corrections Officer at Step 1. Matter to be placed on Thursday's agenda.

On-Going and Other Personnel

None

Other Business as Necessary

 Jail Proposal Campaign Mailer (matter added) - Commissioner Grimshaw asked if the Board of Commissioners approved the flyer. Clayette Zechmeister explained that Sheriff Skrent worked with legal counsel on what information should be included on the flyer. Board discussed the matter.

At 10:35 a.m., there were a total of 18 participants attending the meeting virtually.

Public Comment Period

None

Adjournment

Motion by Thomas Young, seconded by Kim Vaughan to adjourn the meeting at 10:36 a.m. Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO



Clayette Zechmeister <zclay@tuscolacounty.org>

EXPANSION OF STAFF SECRETARY POSITION TO FULLTIME WITH BENEFITS

Geoffrey Stuart <gstuart@tuscolacounty.org>

Fri, Sep 2, 2022 at 4:17 PM

To: Clayette Zechmeister <zclay@tuscolacounty.org>, Shelly Lutz <lutzs@tuscolacounty.org>

This memorandum will serve to document the need of my office to expand the secretary position of Amy Taylor to that of full time with attendant benefits. This issue has been addressed through the MIDC budgeting process in Lansing, and has been approved on the State of Michigan level. It will involve no additional cost to Tuscola County with regard to its share of funding for the MIDC Office, so there is no additional cost to the County.

Ms. Amy Taylor has worked for the Tuscola County MIDC Office for over three years on a part time basis. She has extensive knowledge of all aspects of the operations of the office and its system applications. I believe that her knowledge and experience is absolutely critical to the functioning and progressive development of the MIDC Office for Tuscola County. Ms. Taylor shall serve as a support staff worker under the supervision of the additional attorney which has been approved for employment in the Tuscola County MIDC Office, beginning October 1, 2022. The additional attorney shall immediately be handling the caseload and issues which have been problematic with hearings being scheduled at conflicting dates and times. This will result in the real need for a full time support staff worker to assist that attorney as well as the Administrator for the MIDC.

In an effort to gear up for two full-time attorneys in the office along with a corresponding increase in case representation increased litigation between the Managed Assigned Counsel Office and the Tuscola County Prosecutor Office, it is absolutely essential that the office have a full time office assistant in the future. My review of our budget as it currently stands would indicate that we have a surplus in the current budget which would allow for a line item transfer (LIT) without the need to address a budget shortfall due to a change in the support staff position. Therefore, at this time, I am requesting that the position held by Amy Taylor be expanded to that of full time, with benefits retroactive to September 1, 2022. Ms Taylor is an exceptional support staff person whose knowledge and experience is essential to the expansion and evolution of the Tuscola CountyOffice of Assigned Counsel.

Please place this issue before the Board of Commissioners for their review and approval. If there is any additional information needed do not hesitate to contact me and I will address that issue immediately.

Very Truly Yours, Geoffrey Stuart (P41443) Tuscola County Managed Assigned Counsel Administrator

STATE OF MICHIGAN



54TH JUDICIAL CIRCUIT COURT

HON. AMY GRACE GIERHART
CIRCUIT COURT JUDGE

440 NORTH STATE STREET CARO, MICHIGAN 48723

(989) 672-3720

Date: 09-08-2022

To: Tuscola County BOC

From: Hon. Amy Grace Gierhart, Chief Judge

Re: Appointment of Non-Attorney Magistrate Martin J. Porzondek

Chief Judge Amy Grace Gierhart requests approval of the Tuscola County Board of Commissioners of the appointment of Martin J. Porzondek as a non-attorney magistrate for the 71B District Court.

STATE OF MICHIGAN TUSCOLA COUNTY COURTS



Honorable Amy Grace Gierhart Chief Judge

Sheila Long Court Administrator CARO, MICHIGAN 48723-1594 Phone: (989) 673-3330 Fax: (989) 672-2169 Cindy McKinney-Volz Deputy Court Administrator

Date: September 8, 2022

To: Tuscola County BOC

From: Hon. Amy Grace Gierhart, Chief Judge

Re: Closure for Training

Through a local administrative order, the State Court Administrative Office has approved the courthouse closing from 8:00 until 1:00 on Friday, September 16, 2022 in order for the employees to participate in a training exercise. The public will be notified in advance through a press release and through proper signage at the courthouse.

Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes P.O. Box 30254, Lansing, MI 48909

Phone: 517-241-9303 / E-Mail: lara-bcc-asd@mlchigan.gov www.michigan.gov/bcc

LARA is an equal opportunity employer/program. Auxillary aids, services and other reasonable accomodations are available upon request to individuals with disabilities. Failure to provide information may result in the denial of your request. Penalty: SCHOOL DISTRICT NAME OF SCHOOL DISTRIC COUNTY Akron-Fairgrove Schools Tuscola 2800 N. Thomas Rd., Box 319 CITY ZIP CODE TELEPHONE NUMBER (Include Area Code) FAX NUMBER (Include Area Code) Fairgrove 48733 MI (989) 693-6163 (989) 693-6560 PRIMARY CONTACT PERSON TITLE Diane Foster Supt dfoster@a-f.k12.mi.us Each local government enforcing agency in which facilities of the school district are located must complete this application attesting to the agreement with the information contained in this application. (Attach additional sheets if necessary) LOCAL UNIT OF GOVERNMENT / CODE ENFORCING AGENCY NAME OF LOCAL UNIT OF GOVERNMENT Tuscola County Tuscola 1309 Cleaver Rd., Ste A CITY ZIP CODE ELEPHONE NUMBER (Include Area Code) FAX NUMBER (Include Area Cod Caro 48723 (989) 672-3750 (989) 672-2814 MI PRIMARY CONTACT PERSON E-MAIL ADDRESS County Official/Tim Gardner **Bld Official** tgardner@safebuilt.com By checking the boxes below you are certifying the following: ☐ The governmental subdivision and the enforcing agency are qualified by experience or training to administer and enforce this act and the code and all related acts and rules ☐ Pursuant to MCL 338.851(b)(5) this form is to certify that full-time code officials, inspectors and plan reviewers registered under the skilled trades regulation act, 2016 PA 407, MCL339.5101 to 339.6133, will conduct plan reviews and inspections of school buildings. Agency personnel are provided as necessary ☐ Administrative services are provided ☐ Timely field inspection services will be provided Plan review services are provided Certification by School District and Local Government Enforcing Agency - In the sections below, provide the signature of the school board and the local government authorized to enforce construction codes in which school facilities are located. Note: A local government not authorized to enforce the state construction codes does not qualify for delegation of school plan review and inspection authority. SIGNATURE AND CERTIFICATION OF SCHOOL BOARD PRESIDENT I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority. NAME OF SCHOOL BOARD OFFICIAL (Please Print) NAME OF LOCALS KRONlen MITO SIGNATURE OF SCHOOL BOARD OFFICIAL 8-1-2022 SIGNATURE AND CERTIFICATION OF LOCAL UNIT OF GOVERNMENT I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority. NAME AND TITLE OF LOCAL UNIT OF GOVERNMENT OFFICIAL (Please Print) NAME OF LOCAL UNIT OF GOVERNMENT (enforcing agency) SIGNATURE OF LOCAL UNIT OF GOVERNMENT OFFICIAL

BCC-939 (Rev. 06/19)

DATE

Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes P.O. Box 30254, Lansing, MI 48909

Phone: 517-241-9303 / E-Mail: lara-bcc-asd@michigan.gov www.michigan.gov/bcc

Caro Community Schools ADDRESS 301 N. Hooper St. CITY Caro PRIMARY CONTACT PERSON ach local government enforcing agency in which far afformation contained in this application. (Attach ad LOCAL UNIT OF GOVERNMENT / CODE ENFORMAME OF LOCAL UNIT OF GOVERNMENT Tuscola County ADDRESS 1309 Cleaver Rd., Ste A CITY Caro PRIMARY CONTACT PERSON County Official/Tim Gardner Ty checking the boxes below you are certifying the code and all related acts and rules	ZIP CODE 48723 TITLE Bld C	(98) grie	HONE NUMBER (Include Area 9) 673-3160 ADDRESS PROOF CAROK12. Cated must complete th TELEPHONE NUMBER (Include Area (989) 672-375 E-MAIL ADDRESS tgardner@safe	org org is applicati Tus	1y SCOla Ide) FAX NUMBER (Include Area Coo (989) 672-2814
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Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes

P.O. Box 30254. Lansing, MI 48909
Phone: 517-241-9303 / E-Mail: lara-bcc-asd@michigan.gov
www.michigan.gov/bcc

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Authority: Penalty:	2016 PA 407 Failure to provide information may re	sult in the denial i	of your request.			ty employer/program. Auxillary a da dividuals with disabilities.	services and	other reasonable accomodations are	
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	s City Schools						Tu	uscola	
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-	Cass City MI 48726 (989) 872-2200 (989) 872-5015								
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County Official/Tim Gardner Bld Official tgardner@safebuilt.com									
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Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes P.O. Box 30254, Lansing, MI 48909

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PRIMARY CONTACT R			TITLE	-	E-MAIL	ADDRESS				
Matt Drake			Su			ake@kingston				
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Caro PRIMARY CONTACT F	PERSON	MI	4872	TITLE		(989) 672-375 E-MAIL ADDRESS	50		(989) 672-2814	
County Office	County Official/Tim Gardner Bld Official tgardner@safebuilt.com									
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Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes P.O. Box 30254, Lansing, MI 48909

Phone: 517-241-9303 / E-Mail: lara-bcc-asd@michigan.gov

2016 PA 407 Authority: LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities. Fatture to provide information may result in the denial of your request. SCHOOL DISTRICT NAME OF SCHOOL DISTRICT COUNTY Mayville Community Schools Tuscola 6250 Fulton St. CITY STATE ZIP CODE TELEPHONE NUMBER (Include Area Code) FAX NUMBER (Include Area Code) Mayville 48744 MI (989) 843-6115 (989) 843-6988 TITLE Barry Markwart Supt barry.markwart@mayvilleschools.org Each local government enforcing agency in which facilities of the school district are located must complete this application attesting to the agreement with the information contained in this application. (Attach additional sheets if necessary) LOCAL UNIT OF GOVERNMENT / CODE ENFORCING AGENCY NAME OF LOCAL UNIT OF GOVERNMENT Tuscola County Tuscola ADDRESS 1309 Cleaver Rd., Ste A STATE ZIP CODE TELEPHONE NUMBER (Include Area Code) FAX NUMBER (Include Area Code) Caro 48723 (989) 672-3750 (989) 672-2814 MI PRIMARY CONTACT PERSON -MAIL ADDRESS County Official/Tim Gardner **Bld Official** tgardner@safebuilt.com By checking the boxes below you are certifying the following: ☐ The governmental subdivision and the enforcing agency are qualified by experience or training to administer and enforce this act and the code and all related acts and rules ☐ Pursuant to MCL 338.851(b)(5) this form is to certify that full-time-code officials, inspectors and plan reviewers registered under the skilled trades regulation act, 2016 PA 407, MCL339.5101 to 339.6133, will conduct plan reviews and inspections of school buildings. ☐ Agency personnel are provided as necessary ☐ Administrative services are provided Timely field inspection services will be provided Plan review services are provided Certification by School District and Local Government Enforcing Agency - In the sections below, provide the signature of the school board and the local government authorized to enforce construction codes in which school facilities are located. Note: A local government not authorized to enforce the state construction codes does not qualify for delegation of school plan review and inspection authority. SIGNATURE AND CERTIFICATION OF SCHOOL BOARD PRESIDENT I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority. onald lonnsor Mau SIGNATURE AND CERTIFICATION OF LOCAL UNIT OF GOVERNMENT I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority. NAME AND TITLE OF LOCAL UNIT OF GOVERNMENT OFFICIAL (Please Print) NAME OF LOCAL UNIT OF GOVERNMENT (enforcing agency) SIGNATURE OF LOCAL UNIT OF GOVERNMENT OFFICIAL DATE

Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes

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Authority: 2016 PA 407 Penalty: Failure to provide information	may result in the denial	of your request.	LARA is an equal opposite available upon reque	portunity employer/program. Au st to individuals with disabilities	uxillary aids, services	and other reasonable accomodations are
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NAME OF SCHOOL DISTRICT	'' 0 1	1				COUNTY
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8664 Dean Dr.						
CITY	STATE	ZIP CODE	1	ELEPHONE NUMBER (Include	e Area Code)	FAX NUMBER (Include Area Code)
Millington	MI	48746		(989) 660-2451		(989) 660-2445
PRIMARY CONTACT PERSON		TITL	E E	-MAIL ADDRESS		
Stephen Bouvy		Su	ıpt [steve.bouvy@m	csdistrict.r	net
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1309 Cleaver Rd., Ste	e A					
CITY	STATE	ZIP CODI		TELEPHONE NUMBE	R (Include Area Cod	e) FAX NUMBER (Include Area Code)
Caro	MI	4872	23	(989) 672-3	3750	(989) 672-2814
PRIMARY CONTACT PERSON			TITLE	E-MAIL ADDRESS		
County Official/Tim G	ardner		Bid Officia	lltgardner@s	safebuilt.co	om
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SIGNATURE OF SCHOOL BOARD OFFICE	1/5				DATE 7/20	5/2022
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Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency Michigan Department of Licensing and Regulatory Affairs

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Phone: 517-241-9303 / E-Mail: lara-bcc-asd@michigan.gov

	PA 407			LARA is an equal of	pportunit	y employer/program. Auxi	llary aids, services an	d other reasonable accomodations are	
Penalty: Failur	re to provide information may re	sult in the denial of	your request.	available upon req	uest to inc	dividuals with disabilities.			
NAME OF SCHOOL									
	Public Schools	3						uscola	
ADDRESS	abile collecti							uscola	
1696 Var	Buren								
CITY		STATE	ZIP CODE			HONE NUMBER (Include A	Area Code) FA	X NUMBER (Include Area Code)	
Reese		MI	48757		Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, whic	9) 868-9869			
Keith We			Su			ADDRESS	1.10:		
						tters@reese.			
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	OF GOVERNMENT / C	-	-		,,				
	UNIT OF GOVERNMENT		III AOLI				COUNTY		
Tuscola (County						Tusc	cola	
ADDRESS	auga Del Cta A								
CITY	aver Rd., Ste A	STATE	1 710 0000						
Caro			4872			(989) 672-3		(989) 672-2814	
PRIMARY CONTA	CT PERSON	MI	1012	TITLE		E-MAIL ADDRESS	700	(000) 012-2014	
County O	County Official/Tim Gardner Bld Official tgardner@safebuilt.com								
By checking t	he boxes below you a	re certifying	the followi	na:					
□ Pursuant to	nd all related acts and MCL 338.851(b)(5)	d rules this form is to	certify th	at full-time co	ode offi	cials, inspectors a	and plan review	ter and enforce this act and wers registered under the ections of school buildings.	
☐ Agency pe	rsonnel are provided	as necessary				☐ Admini	strative service	es are provided	
☐ Timely field	d inspection services	will be provide	ed				view services		
government au	y School District and L thorized to enforce con- des does not qualify for	struction codes	in which	school facilities	s are lo	cated. Note: A loc	vide the signatures al government r	re of the school board and the loca not authorized to enforce the stat	
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I further certify	the information contain adherence to all applica BOARD OFFICIAL (Please Pr	able laws and r	cation is acules under	curate and that the delegation	of auth	ority.		he parties listed in this application.	
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I hereby certify I further certify	the information contain adherence to all applica	ed in this applicable laws and r	cation is acules under	curate and tha	t I am d	uly authorized to sig ority.	gn on behalf of th	ne parties listed in this application.	
NAME AND TITLE	OF LOCAL UNIT OF GOVERNM	MENT OFFICIAL (PI	lease Print)				NAME OF LOCAL UN	NIT OF GOVERNMENT (enforcing agency)	
SIGNATURE OF LO	OCAL UNIT OF GOVERNMENT	OFFICIAL					DATE		

Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

P.O. Box 30254, Lansing, MI 48909

Phone: 517-241-9303 / E-Mail: lara-bcc-asd@michigan.gov www.michigan.gov/bcc

Authority: 2016 PA 407 Penalty: Failure to provide	de information may resu	alt in the denial of	your request.			ity employer/program. Au		services and	other reasonable accomodations ar	re
			700.104000	available upon req	uest to t	ruvicuais with disabilities				
NAME OF SCHOOL DISTRI	67							1 000	107/	
Vassar Publ									uscola	
ADDRESS	ic Schools	2							uscola	
220 Athletic St	t.		- 1							
CITY		TATE	ZIP CODE		TELE	PHONE NUMBER (Include	e Area Code	FAX	NUMBER (Include Area Code)	
Vassar		MI	48768		1	9) 823-8535			89) 823-7823	
PRIMARY CONTACT PERS	ON		TITL	E	1	LADDRESS				
Dorothy Black	well		Su	ıpt	dbl	ackwell@vas	sar.k1	2.mi.u	IS	
Each local government information contained it						ocated must comple	ete this ap	plication	attesting to the agreement	with th
LOCAL UNIT OF GO	VERNMENT / CO	DE ENFOR	CING AGE	NCY						
NAME OF LOCAL UNIT OF	GOVERNMENT							COUNTY		
Tuscola Count	ty				1			Tusc	ola	
ADDRESS	D 1 01 1									
1309 Cleaver I	Rd., Ste A		man and water man							
CITY		STATE	ZIP COD			TELEPHONE NUMBER		rea Code)	FAX NUMBER (Include Area Code	1)
Caro		MI	4872			(989) 672-3	3/50		(989) 672-2814	
County Official		er		Bld Offic	ial	tgardner@:	safehi	ilt com	<u> </u>	
To day, o more				11-1		Ilian autor	oarebe			
skilled trades reg	ulation act, 201	6 PA 407, N	ACL339.5	nat full-time of 101 to 339.61	ode of 33, w	ill conduct plan re	eviews a	nd inspe	rers registered under the actions of school building	s.
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SIGNATURE AND CE	RTIFICATION O	F SCHOOL E	BOARD PR	ESIDENT						
I further certify adhere	nce to all applica	ble laws and			of au	hority.		ehalf of th	e parties listed in this applic	cation.
NAME OF SCHOOL BOARD.	1/ 1	11)				OF LOCAL SCHOOL DIS		61	1	
Matthew	Koch				Va	ssar Pub	olic	Sch	.00	
SIGNATURE OF SCHOOL BO	OARD OFFICIAL						7-	28-21	022	
SIGNATURE AND CE	RTIFICATION O	F LOCAL UN	IIT OF GOV	VERNMENT						
I hereby certify the info I further certify adhere							sign on be	ehalf of the	e parties listed in this applic	cation.
NAME AND TITLE OF LOCAL	L UNIT OF GOVERNM	ENT OFFICIAL (F	Please Print)				NAME OF	LOCAL UNI	T OF GOVERNMENT (enforcing ag	ency)
SIGNATURE OF LOCAL UNI	I OF GOVERNMENT	UFFICIAL					DATE			

Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes

P.O. Box 30254, Lansing, MI 48909

Phone: 517-241-9303 / E-Mail: lara-bcc-asd@michigan.gov www.michigan.gov/bcc

Authority: 2016 PA 407 Penalty: Failure to provide information ma	y result in the denial c	of your request.	LARA is an equal available upon re	opportunit	y employer/program. Au dividuals with disabilities.	xillary aids.	services and	d other reasonable accomodations are
SCHOOL DISTRICT	90 700			man and a special				
NAME OF SCHOOL DISTRICT							1.00	UNTY
Unionville-Sebewaii	na Schoo	le						
	ng Ochoo	10						uscola
2203 Wildner Rd.								
CITY	STATE	ZIP CODE		TELEP	HONE NUMBER (Include	Area Code	I FAY	(NUMBER (Include Area Code)
Sebewaing	MI	48759			9) 883-2360			89) 883-9021
PRIMARY CONTACT PERSON	11	TITL	E	d la constant				09) 003-9021
Josh Hahn		Su		I processor	ADDRESS nj@think-usa	a.org		
Each local government enforcing ag information contained in this applica	gency in which fa	cilities of the	e school distri	ct are lo	cated must comple	te this a	pplication	attesting to the agreement with
LOCAL UNIT OF GOVERNMENT				"				
NAME OF LOCAL UNIT OF GOVERNMENT							COUNTY	
Tuscola County							Tusc	ola
1309 Cleaver Rd., Ste	A							
СПУ	STATE	ZIP COD	E		TELEPHONE NUMBE	R (Include	Area Code	FAX NUMBER (Include Area Code)
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PRIMARY CONTACT PERSON	MI	1012				77 00		(000) 012-2014
County Official/Tim Gardner TITLE E-MAIL ADDRESS						uilt.con	n	
 □ Pursuant to MCL 338.851(b) skilled trades regulation act, □ Agency personnel are provided 	2016 PA 407,	MCL339.51	nat full-time of 101 to 339.6	code off 133, wi	l conduct plan re	eviews a	and inspe	vers registered under the ections of school buildings.
☐ Timely field inspection service	es will be provi	ided			☐ Plan	review s	ervices a	are provided
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Lou L Kemp						Seb	ewai	ing Schools
SIGNATURE OF SCHOOL BOARD) OF SCIAL	^					DATE 07	-20-2	2022
SIGNATURE AND CERTIFICATIO	N OF LOCAL U	NIT OF GOV	VERNMENT					
I hereby certify the information con I further certify adherence to all app	tained in this appolicable laws and	olication is a	ccurate and the	at I am o	duly authorized to s	sign on b	ehalf of th	ne parties listed in this application
NAME AND TITLE OF LOCAL UNIT OF GOVE						NAME O	F LOCAL UN	NT OF GOVERNMENT (enforcing agency)
SIGNATURE OF LOCAL UNIT OF GOVERNM	ENT OFFICIAL					DATE		
						1		

Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes

P.O. Box 30254, Lansing, MI 48909

Phone: 517-241-9303 / E-Mail: lara-bcc-asd@michigan.gov www.michigan.gov/bcc

Authority: 2016 PA 407 Penalty: Failure to provide information may	y result in the denial	of your request.			ty employer/program. Auxil dividuals with disabilities.	llary aids, s	ervices and	other reasonable accomodations are
SCHOOL DISTRICT								
NAME OF SCHOOL DISTRICT	0.1							UNTY
Tuscola Intermediat	te Schoo	District	t				Tu	uscola
ADDRESS								
1381 Cleaver Rd.								
CITY	STATE	ZIP CODE		TELEP	HONE NUMBER (Include A	Area Code)	FAX	(NUMBER (Include Area Code)
Caro	aro MI (48723 (989) 673-5							89) 672-4603
PRIMARY CONTACT PERSON		TITL		E-MAIL	ADDRESS			
Jeff Kudera		Fa	c Mgr	likud	dera@tuscola	isd.or	g	
Each local government enforcing ag nformation contained in this applica					cated must complete	e this ap	plication	attesting to the agreement with t
LOCAL UNIT OF GOVERNMENT	/ CODE ENFO	RCING AGE	NCY					
NAME OF LOCAL UNIT OF GOVERNMENT							COUNTY	
Tuscola County							Tusc	ola
ADDRESS								
1309 Cleaver Rd., Ste	A							
CITY	STATE	ZIP COD			TELEPHONE NUMBER	R (Include A	Area Code)	FAX NUMBER (Include Area Code)
Caro	MI	4872	23		(989) 672-3	750		(989) 672-2814
PRIMARY CONTACT PERSON			TITLE		E-MAIL ADDRESS			
County Official/Tim Gardner Bld Official tgardner@safebuilt.com								
■ Pursuant to MCL 338.851(b) skilled trades regulation act,					ill conduct plan rev	views a	nd inspe	ections of school buildings.
Agency personnel are provid	ed as necess	ary			☐ Admin	istrative	e service	es are provided
☐ Timely field inspection service	es will be pro	vided			□ Plan re	eview s	ervices	are provided
Certification by School District argovernment authorized to enforce construction codes does not qualify	construction co	des in which	school faci	lities are	located. Note: A lo	ovide the	e signatur ernment i	re of the school board and the loon not authorized to enforce the sta
SIGNATURE AND CERTIFICATIO	N OF SCHOOL	L BOARD PR	RESIDENT					
I hereby certify the information con	tained in this a	pplication is a	ccurate and	I that I am	duly authorized to s	ign on b	ehalf of the	he parties listed in this application
I further certify adherence to all ap		nd rules unde	r the delega		thority. OF LOCAL SCHOOL DIST	RICT		
	CASTRA NEWSCHOOL WILLIAM TO					-	- 0	2)
TAMES WELL					USCOLA		7 2	D
SIGNATURE OF SCHOOL BOARD OFFICIAL						DATE	3/10	5/22
SIGNATURE AND CERTIFICATION	N OF LOCAL	UNIT OF GO	VERNMEN'	г				
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SIGNATURE OF LOCAL UNIT OF GOVERNM	MENT OFFICIAL					DATE		



1900 W Caro Rd Caro, MI 48723

Phone: 989.673.3828

Fax: 989.673.7433

PROPOSAL

TO: Tuscola County Courthouse

ATTN: Mike Miller

FROM: Garen Hallwood

RE: Stained glass cover DATE: 08.22.22

Dave's Glass proposes to supply and install:

(1) $8'6 \times 17'$ (approximate) arch top fixed window to protect stained glass

Includes:

- Dark bronze anodized finish
- ¼" clear tempered glass with venting system
- Perimeter sealant
- ➤ All necessary aerial platforms for elevated installation.

Installed price: \$29,500.00

Pricing valid for 45 days

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street

Suite 500

Fax: 989-672-4011

Caro, MI 48723

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 15th day of September, 2022 with the meeting called to order at 8:00 a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner ________, seconded by Commissioner _______,

TUSCOLA COUNTY BOARD OF COMMISSIONERS RESOLUTION 2022-16

A Resolution for the Adoption of the Tuscola County Hazard Mitigation Plan

Whereas, Tuscola County, Michigan is vulnerable to a wide range of natural, technical, and human-related hazards, and has experienced repetitive disasters that have caused loss of life, damage to commercial, residential and public properties, displaced citizens and businesses, closed streets and presented general public health and safety concerns; and

Whereas, Tuscola County has prepared a Tuscola County Hazard Mitigation Plan that provides an understanding of those threats, identifies the hazards affecting the area, discusses the county's vulnerability to the identified hazards, and outlines the community's options and strategies to reduce overall damage and impact from natural and technological hazards; and

Whereas, the Tuscola County Hazard Mitigation Plan represents the interests and needs of Tuscola County;

Now, therefore, be it resolved that:	
The Tuscola County Hazard Mitigation Plan is here County.	by adopted as an official plan of Tuscola
Ayes:	
Nays:	
Absent:	
Resolution declared approved dated this 15 th day of Sept	ember, 2022.
Date	
I, Jodi Fetting, Tuscola County Clerk, do hereby certify an agreement approved by the Board of Commissioners Date	at a regular meeting on September 15, 2022.
	Jodi Fetting Tuscola County Clerk

AGREEMENT BETWEEN

TUSCOLA COUNTY BOARD OF COMMISSIONERS

AND

TUSCOLA COUNTY HEALTH DEPARTMENT

The Tuscola County Board of Commissioners (TCBOC) agrees to lease Suite A (2,544 sq./ft) of the structure at 1309 Cleaver Rd., Caro, MI, 48723, to the Tuscola County Health Department (TCHD).

Furthermore:

- 1) The TCBOC agrees to establish a reasonable lease payment for the TCHD, which takes into consideration currently funding issues. The annul County-Wide Cost Allocation Plan may be used as a guide to establish the reasonable rate.
- 2) Building/Grounds maintenance, janitorial services and supplies, and utilities will be provided by Tuscola County and considered as part of the lease amount.
- 3) The TCBOC agrees to provide adequate insurance on the building and property, including personal injury; and contents, including vaccine stored within the facility. Reimbursement by TCHD will remain part of the indirect cost allocation.
- 4) The TCHD agrees not to make structural changes to the building without permission from the County Administrator.
- 5) The lease amount for the calendar year is \$16,281.60, or \$1,356.80 per month, due by the 1st of each month.
- 6) The calendar lease amount will be mutually agreed upon by the TCBOC and TCHD annually.
- 7) This agreement is effective October 1, 2022 for a 12-month period. It will automatically renew annually unless either party gives 30 days' notice of intent to terminate or change terms of the agreement.

Agreed to by:	
Tuscola County Board of Commissioners/Date	Tuscola County Health Department/Date

Page	35	of	142
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National Opioid Settlements



DISTRIBUTOR SETTLEMENT - ALLOCATION NOTICE

Payment Year: 1
Date of Notice: 9/7/2022
Deadline to Dispute Allocation: 9/28/2022
Expiration of 50 Days: 10/27/2022

Settling State

Michigan

I. PAYMENT ALLOCATION DETERMINATION

This Notice is an official communication from the Directing Administrator of the National Opioid Settlements. A copy of this Notice has been sent to the Enforcement Committee and Settling Distributors pursuant to Section IV.B of the Distributor Settlement Agreement, dated as of July 21, 2021, as amended, between and among the Settling States, the Settling Distributors, and Participating Subdivisions (the "Distributor Settlement Agreement"). All capitalized terms used in this letter have the meanings ascribed to them in the Distributor Settlement Agreement.

Pursuant to Section IV.B and Exhibit M of the Distributor Settlement Agreement, Michigan's Total Payment Year 1 amount is \$26,964,875.68, which is broken down in Table 1 in Attachment 1 to this Allocation Notice.

As provided under Section V.C of the Distributor Settlement Agreement, Michigan has instructed the Directing Administrator to calculate the intrastate allocations pursuant to the Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement (the "State-Subdivision Agreement"). Under this State-Subdivision Agreement, the Directing Administrator will allocate the Annual Payment as follows: (i) 50% to the State Share and (ii) 50% to Local Government Share less deductions from the Local Government Share of 0.3% for the Administrative Fund, 5% for the Special Circumstances Fund, and the holdback for the Litigating Local Government Attorney Fee Fund as described in Section II.9.b of the State-Subdivision Agreement. Michigan's State-Subdivision Agreement further provides for accelerated payments for certain Participating Subdivisions that would otherwise receive *de minimis* shares. These accelerated payments are to be reallocated from the State Share in Payment Year 1. The intrastate allocations are included as Attachment 1 to this Allocation Notice. The Michigan State-Subdivision Agreement can be viewed at: michigan.gov/agopioids.

Undisputed amounts allocated to the State Share and the Local Government Share for the listed Participating Subdivisions will be paid no later than the date that is 50 days after the date of this Allocation Notice. Under the State-Subdivision Agreement, amounts allocated to Non-Participating Subdivisions under the Local Government Share shall revert to the county(ies) in which the Non-Participating Subdivision is located. These reallocations are reflected in Attachment 1 to this Allocation Notice.

II. YOUR RIGHT TO DISPUTE

Section IV.B.4 of the Distributor Settlement Agreement provides that within twenty-one (21) calendar days of receiving notice any party may dispute the calculation of the amount to be received by a Settling State or its Participating Subdivisions listed on Exhibit G as inconsistent with the terms of the Agreement. Written notice must be provided to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

A party has until the Deadline to Dispute Allocation listed at the top of this Allocation Notice to deliver a written notification of dispute. The amounts listed in this Allocation Notice will be deemed accepted if the Directing



Administrator has not received a party's dispute before midnight Eastern Time on the deadline date. Submit your written request by email to DirectingAdministrator@NationalOpioidOfficialSettlement.com.

Any party affected by the dispute may object to the notification of dispute. Depending on the nature of the dispute, contested disputes must be resolved in either the court that entered a state's Consent Judgment or the National Arbitration Panel. The Directing Administrator will not disburse any funds potentially affected by a contested dispute until the dispute is resolved by the court or the National Arbitration Panel.

III. TO ACCEPT PAYMENT

If you do not dispute the payment, please create a Portal Account following instructions in the accompanying email, which will direct you to complete the Payment Election Forms and W-9 Forms to create payment instructions for any Settlement Payments.

IV. TO REALLOCATE PAYMENT

If you wish to reallocate your portion of the allocation to another Participating Subdivision or the State Share, you may do so by emailing DirectingAdministrator@NationalOpioidOfficialSettlement.com before the Deadline to Dispute Allocation included on the Allocation Notice. The Directing Administrator will not treat a reallocation request as a dispute.

Sincerely,

BrownGreer PLC Directing Administrator 250 Rocketts Way Richmond. VA 23231

V. SPECIAL CIRCUMSTANCES FUND

DEADLINE: October 28, 2022

A Special Circumstances Fund was created by the State-Subdivision Agreement. Local Governments, as defined by the State-Subdivision Agreement, may apply for additional opioid abatement funding to address a special circumstance of the opioid epidemic not captured by the metrics used to calculate the local government's allocation percentage. The metrics can be viewed here: michigan.gov/agopioids. The deadline for applying is October 28, 2022. Please note that if you hire an attorney to complete your application, your Local Government is responsible for those attorney fees.

If your Local Government wishes to apply to the Special Circumstances Fund, you must:

- 1. Prepare a written statement of no more than 15 double spaced pages, including attachments, that:
 - a. Identifies the Local Government upon whose behalf the submission is being made, with the name, telephone number and email address of an individual who should be contacted in the event there are any follow up questions; and
 - b. Explains the special circumstance not captured by the allocation metrics that warrants the Local Government receiving additional funding.



- 2. Submit the written statement, via email, to scheduling@mijadr.com on or before October 28, 2022.
- 3. You may also elect to make an optional Zoom presentation of no more than 15 minutes to Judge Ryan on December 15, 2022. The Zoom presentation is not required and applicants who elect not to make a presentation will not be penalized for failing to do so. If you are interested in scheduling a presentation, you must contact scheduling@mijadr.com.
- Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the State-Subdivision Agreement's Litigation Adjustment.

The Honorable Daniel Ryan, former Wayne County Circuit Judge, has been selected to review Local Government applications and decide allocations from the Special Circumstances Fund. Further questions about Special Circumstances Fund applications should be directed to your attorney or to ag-opioidlitigation@michigan.gov.



DISTRIBUTORS YEAR 1 PAYMENT ALLOCATION TO MICHIGAN (As of 9/7/2022)

TABLE 1: YEAR 1 SUMMARY¹

		Restitution/ Abatement	Total Payment 1
1.	Total Allocation (From Enforcement Committee)	\$26,964,875.68	\$26,964,875.68
2.	Allocation Method	State-Subdivisi	on Agreement
3.	50% to State Share (Less Row 5)	\$13,457,661.78	\$13,457,661.78
4.	50% to Local Government Share	\$13,482,437.84	\$13,482,437.84
	(a) LG Share Distributed After Set Asides for Funds in Rows 4(b), (c) and (d)	\$7,212,563.38	\$7,212,563.38
	(b) Administrative Fund (0.3% of Total LG Share)	\$40,447.31	\$40,447.31
	(c) Litigating Local Government Attorney Fee Fund (Unused amount to be allocated to Local Governments)	\$5,555,305.26	\$5,555,305.26
	(d) Special Circumstances Fund (5% of Total LG Share)	\$674,121.89	\$674,121.89
5.	De-minimis-share Local Governments Amount (Beyond Row 4 Allocation)	\$24,776.06	\$24,776.06

TABLE 2: ALLOCATION TO SUBDIVISIONS

		I ADLE 28	ALLUCATI	ON TO SUBD	1 1 1 2 1 0 1 1 3		
	Subdivision	Allocation Percentage	De minimis- share Local Government	Restitution/ Abatement	Additional to De minimis	Reallocated from Non- Participating	Total Payment 1 ²
A. Pa	articipating Subdivision	s					
1.	Ada Township	0.0042278554%	No	\$304.94	\$0.00	\$0.00	\$304.94
2.	Adrian City	0.0328126789%	No	\$2,366.64	\$0.00	\$0.00	\$2,366.64
3.	Alcona County	0.0934629817%	No	\$6,741.08	\$0.00	\$0.00	\$6,741.08
4.	Alger County	0.0879525875%	No	\$6,343.64	\$0.00	\$0.00	\$6,343.64
5.	Allegan County	0.4460242903%	No	\$32,169.78	\$0.00	\$0.00	\$32,169.78
6.	Allen Park City	0.0620457416%	No	\$4,475.09	\$0.00	\$0.00	\$4,475.09
7.	Allendale Charter Township	0.0044901249%	No	\$323.85	\$0.00	\$0.00	\$323.85
8.	Alpena County	0.3552566921%	No	\$25,623.11	\$0.00	\$0.00	\$25,623.11
9.	Alpine Charter Township	0.0014679355%	Yes	\$105.88	\$3,710.63	\$0.00	\$3,816.51
10.	Ann Arbor City	0.2674253148%	No	\$19,288.22	\$0.00	\$0.00	\$19,288.22
11.	Antrim County	0.2666725680%	No	\$19,233.93	\$0.00	\$0.00	\$19,233.93

¹ Final payments to the State may vary by +/- \$0.01-\$0.05 cents to account for rounding to the nearest cent during Subdivision calculations.

² The Total Payment 1 amount listed under the Participating Subdivisions section of Table 2 include payment amounts attributable to reallocations from Non-Participating Subdivisions and de minimis share adjustments. Detail of reallocations is provided for informational purposes under the Non-Participating Subdivisions section of Table 2.



12.	Arenac County	0.1805504304%	No	\$13,022.31	\$0.00	\$0.00	\$13,022.31
13.	Auburn Hills City	0.0679438259%	No	\$4,900.49	\$0.00	\$0.00	\$4,900.49
14.	Baraga County	0.0830045795%	No	\$5,986.76	\$0.00	\$0.00	\$5,986.76
15.	Barry County	0.2499588316%	No	\$18,028.44	\$0.00	\$0.00	\$18,028.44
16.	Bath Charter Township	0.0310575579%	No	\$2,240.05	\$0.00	\$0.00	\$2,240.05
17.	Battle Creek City	0.1976545014%	No	\$14,255.96	\$0.00	\$0.00	\$14,255.96
18.	Bay City	0.0662640083%	No	\$4,779.33	\$0.00	\$0.00	\$4,779.33
19.	Bay County	1.1889740912%	No	\$85,755.51	\$0.00	\$638.85	\$86,394.36
20.	Bedford Township	0.0238194433%	No	\$1,717.99	\$0.00	\$0.00	\$1,717.99
21.	Benton Charter Township	0.0523760917%	No	\$3,777.66	\$0.00	\$0.00	\$3,777.66
22.	Benzie County	0.1559708495%	No	\$11,249.50	\$0.00	\$0.00	\$11,249.50
23.	Berkley City	0.0207220905%	No	\$1,494.59	\$0.00	\$0.00	\$1,494.59
24.	Berrien County	1.4353008205%	No	\$103,521.98	\$0.00	\$896.69	\$104,418.67
25.	Beverly Hills Village	0.0265585450%	No	\$1,915.55	\$0.00	\$0.00	\$1,915.55
26.	Big Rapids City	0.0141485793%	No	\$1,020.48	\$0.00	\$0.00	\$1,020.48
27.	Birmingham City	0.0595211261%	No	\$4,293.00	\$0.00	\$0.00	\$4,293.00
28.	Bloomfield Charter Township	0.1382971973%	No	\$9,974.77	\$0.00	\$0.00	\$9,974.77
29.	Branch County	0.3823019725%	No	\$27,573.77	\$0.00	\$0.00	\$27,573.77
30.	Brandon Charter Township	0.0172309269%	No	\$1,242.79	\$0.00	\$0.00	\$1,242.79
31.	Brighton Township	0.0005844508%	Yes	\$42.15	\$1,477.37	\$0.00	\$1,519.52
32.	Brownstown Charter Township	0.0597655290%	No	\$4,310.63	\$0.00	\$0.00	\$4,310.63
33.	Burton City	0.0191573337%	No	\$1,381.73	\$0.00	\$0.00	\$1,381.73
34.	Cadillac City	0.0572782844%	No	\$4,131.23	\$0.00	\$0.00	\$4,131.23
35.	Caledonia Charter Township	0.0026644035%	No	\$192.17	\$0.00	\$0.00	\$192.17
36.	Calhoun County	1.7844560932%	No	\$128,705.03	\$0.00	\$0.00	\$128,705.03
37.	Cannon Township	0.0031972842%	No	\$230.61	\$0.00	\$0.00	\$230.61
38.	Canton Charter Township	0.2635380816%	No	\$19,007.85	\$0.00	\$0.00	\$19,007.85
39.	Cascade Charter Township	0.0117082940%	No	\$844.47	\$0.00	\$0.00	\$844.47
40.	Cass County	0.4127454052%	No	\$29,769.52	\$0.00	\$0.00	\$29,769.52
41.	Charlevoix County	0.2142857345%	No	\$15,455.49	\$0.00	\$0.00	\$15,455.49
42.	Cheboygan County	0.3054122146%	No	\$22,028.05	\$0.00	\$0.00	\$22,028.05
43.	Chesterfield Charter Township	0.1219762582%	No	\$8,797.61	\$0.00	\$0.00	\$8,797.61
44.	Chippewa County	0.2775926422%	No	\$20,021.55	\$0.00	\$0.00	\$20,021.55



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45.	Clare County	0.2705014687%	No	\$19,510.09	\$0.00	\$0.00	\$19,510.09
46.	Clawson City	0.0134773906%	No	\$972.07	\$0.00	\$0.00	\$972.07
47.	Clinton Charter Township	0.6524315825%	No	\$47,057.04	\$0.00	\$0.00	\$47,057.04
48.	Clinton County	0.5402667258%	No	\$38,967.08	\$0.00	\$0.00	\$38,967.08
49.	Coldwater City	0.0074666730%	No	\$538.54	\$0.00	\$0.00	\$538.54
50.	Commerce Charter Township	0.0192121087%	No	\$1,385.69	\$0.00	\$0.00	\$1,385.69
51.	Comstock Charter Township	0.0081656838%	No	\$588.96	\$0.00	\$0.00	\$588.96
52.	Cooper Charter Township	0.0009266020%	Yes	\$66.83	\$2,342.26	\$0.00	\$2,409.09
53.	Crawford County	0.2886252314%	No	\$20,817.28	\$0.00	\$0.00	\$20,817.28
54.	Davison Township	0.0085451532%	No	\$616.32	\$0.00	\$0.00	\$616.32
55.	Dearborn City	0.2895118016%	No	\$20,881.22	\$0.00	\$0.00	\$20,881.22
56.	Dearborn Heights City	0.1017944247%	No	\$7,341.99	\$0.00	\$0.00	\$7,341.99
57.	Delhi Charter Township	0.0190090980%	No	\$1,371.04	\$0.00	\$0.00	\$1,371.04
58.	Delta Charter Township	0.0391807240%	No	\$2,825.93	\$0.00	\$0.00	\$2,825.93
59.	Delta County	0.2697501609%	No	\$19,455.90	\$0.00	\$0.00	\$19,455.90
60.	Detroit City	7.3863527308%	No	\$532,745.37	\$0.00	\$0.00	\$532,745.37
61.	Dewitt Charter Township	0.0355251274%	No	\$2,562.27	\$0.00	\$0.00	\$2,562.27
62.	Dickinson County	0.2772928270%	No	\$19,999.92	\$0.00	\$0.00	\$19,999.92
63.	East Bay Township	0.0014150822%	Yes	\$102.06	\$3,577.04	\$0.00	\$3,679.10
64.	East Grand Rapids City	0.0200332982%	No	\$1,444.91	\$0.00	\$0.00	\$1,444.91
65.	East Lansing City	0.1928772515%	No	\$13,911.39	\$0.00	\$0.00	\$13,911.39
66.	Eastpointe City	0.1620457585%	No	\$11,687.65	\$0.00	\$0.00	\$11,687.65
67.	Eaton County	1.0040379149%	No	\$72,416.87	\$0.00	\$0.00	\$72,416.87
68.	Egelston Township	0.0057198661%	No	\$412.55	\$0.00	\$0.00	\$412.55
69.	Emmet County	0.1751859110%	No	\$12,635.39	\$0.00	\$0.00	\$12,635.39
70.	Emmett Charter Township	0.0078634499%	No	\$567.16	\$0.00	\$0.00	\$567.16
71.	Escanaba City	0.0187485817%	No	\$1,352.25	\$0.00	\$0.00	\$1,352.25
72.	Farmington City	0.0212789632%	No	\$1,534.76	\$0.00	\$0.00	\$1,534.76
73.	Farmington Hills City	0.1595279696%	No	\$11,506.06	\$0.00	\$0.00	\$11,506.06
74.	Fenton Charter Township	0.0017899625%	Yes	\$129.10	\$4,524.65	\$0.00	\$4,653.75
75.	Fenton City	0.0463367531%	No	\$3,342.07	\$0.00	\$0.00	\$3,342.07
76.	Ferndale City	0.0860957347%	No	\$6,209.71	\$0.00	\$0.00	\$6,209.71



77.	Flat Rock City	0.0165965372%	No	\$1,197.04	\$0.00	\$0.00	\$1,197.04
78.	Flint Charter Township	0.0247094958%	No	\$1,782.19	\$0.00	\$0.00	\$1,782.19
79.	Flint City	2.8492826162%	No	\$205,506.31	\$0.00	\$0.00	\$205,506.31
80.	Flushing Charter Township	0.0036163716%	No	\$260.83	\$0.00	\$0.00	\$260.83
81.	Fort Gratiot Charter Township	0.0091219411%	No	\$657.93	\$0.00	\$0.00	\$657.93
82.	Fraser City	0.0773787868%	No	\$5,580.99	\$0.00	\$0.00	\$5,580.99
83.	Frenchtown Charter Township	0.0472286300%	No	\$3,406.39	\$0.00	\$0.00	\$3,406.39
84.	Fruitport Charter Township	0.0124893804%	No	\$900.80	\$0.00	\$0.00	\$900.80
85.	Gaines Township	0.0086869609%	No	\$626.55	\$0.00	\$0.00	\$626.55
86.	Garden City	0.0348032319%	No	\$2,510.21	\$0.00	\$0.00	\$2,510.21
87.	Garfield Charter Township	0.0003928875%	Yes	\$28.34	\$993.13	\$0.00	\$1,021.47
88.	Genesee County	2.1444091585%	No	\$154,666.87	\$0.00	\$902.14	\$155,569.01
89.	Genoa Township	0.0000730563%	Yes	\$5.27	\$184.67	\$0.00	\$189.94
90.	Georgetown Charter Township	0.0069588066%	No	\$501.91	\$0.00	\$0.00	\$501.91
91.	Gladwin County	0.2077497604%	No	\$14,984.08	\$0.00	\$0.00	\$14,984.08
92.	Gogebic County	0.0721438406%	No	\$5,203.42	\$0.00	\$0.00	\$5,203.42
93.	Grand Blanc Charter Township	0.0202728576%	No	\$1,462.19	\$0.00	\$0.00	\$1,462.19
94.	Grand Haven Charter Township	0.0108943696%	No	\$785.76	\$0.00	\$0.00	\$785.76
95.	Grand Haven City	0.0335954698%	No	\$2,423.09	\$0.00	\$0.00	\$2,423.09
96.	Grand Rapids Charter Township	0.0036296214%	No	\$261.79	\$0.00	\$0.00	\$261.79
97.	Grand Rapids City	1.3440305744%	No	\$96,939.06	\$0.00	\$0.00	\$96,939.06
98.	Grand Traverse County	0.9563577517%	No	\$68,977.91	\$0.00	\$0.00	\$68,977.91
99.	Grandville City	0.0268602038%	No	\$1,937.31	\$0.00	\$0.00	\$1,937.31
100.	Gratiot County	0.3525171058%	No	\$25,425.52	\$0.00	\$0.00	\$25,425.52
101.	Green Oak Township	0.0310802595%	No	\$2,241.68	\$0.00	\$0.00	\$2,241.68
102.	Grosse Ile Township	0.0206969233%	No	\$1,492.78	\$0.00	\$0.00	\$1,492.78
103.	Grosse Pointe Park City	0.0273525288%	No	\$1,972.82	\$0.00	\$0.00	\$1,972.82
104.	Grosse Pointe Woods City	0.0194917954%	No	\$1,405.86	\$0.00	\$0.00	\$1,405.86
105.	Hamburg Township	0.0327814289%	No	\$2,364.38	\$0.00	\$0.00	\$2,364.38
106.	Hamtramck City	0.1045696825%	No	\$7,542.15	\$0.00	\$0.00	\$7,542.15
107.	Harper Woods City	0.0291877050%	No	\$2,105.18	\$0.00	\$0.00	\$2,105.18



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108.	Harrison Charter Township	0.1197690060%	No	\$8,638.42	\$0.00	\$0.00	\$8,638.42
109.	Hartland Township	0.0002817888%	Yes	\$20.32	\$712.31	\$0.00	\$732.63
110.	Hazel Park City	0.0425097355%	No	\$3,066.04	\$0.00	\$0.00	\$3,066.04
111.	Highland Charter Township	0.0169953269%	No	\$1,225.80	\$0.00	\$0.00	\$1,225.80
112.	Highland Park City	0.0226020911%	No	\$1,630.19	\$0.00	\$0.00	\$1,630.19
113.	Hillsdale County	0.4179676993%	No	\$30,146.19	\$0.00	\$0.00	\$30,146.19
114.	Holland Charter Township	0.0168424444%	No	\$1,214.77	\$0.00	\$0.00	\$1,214.77
115.	Holland City	0.0955964916%	No	\$6,894.96	\$0.00	\$0.00	\$6,894.96
116.	Holly Township	0.0023667091%	No	\$170.70	\$0.00	\$0.00	\$170.70
117.	Houghton County	0.2492719347%	No	\$17,978.90	\$0.00	\$0.00	\$17,978.90
118.	Huron Charter Township	0.0404726791%	No	\$2,919.12	\$0.00	\$0.00	\$2,919.12
119.	Huron County	0.1691383539%	No	\$12,199.21	\$0.00	\$0.00	\$12,199.21
120.	Independence Charter Township	0.0476500991%	No	\$3,436.79	\$0.00	\$0.00	\$3,436.79
121.	Ingham County	2.3910799665%	No	\$172,458.16	\$0.00	\$0.00	\$172,458.16
122.	Inkster City	0.0963789326%	No	\$6,951.39	\$0.00	\$0.00	\$6,951.39
123.	Ionia City	0.0259372614%	No	\$1,870.74	\$0.00	\$0.00	\$1,870.74
124.	Ionia County	0.5298085345%	No	\$38,212.78	\$0.00	\$0.00	\$38,212.78
125.	Iosco County	0.3597971837%	No	\$25,950.60	\$0.00	\$0.00	\$25,950.60
126.	Iron County	0.1234778574%	No	\$8,905.92	\$0.00	\$0.00	\$8,905.92
127.	Iron Mountain City	0.0102890396%	No	\$742.10	\$0.00	\$0.00	\$742.10
128.	Isabella County	0.6406627159%	No	\$46,208.20	\$0.00	\$0.00	\$46,208.20
129.	Jackson City	0.1975960490%	No	\$14,251.74	\$0.00	\$0.00	\$14,251.74
130.	Jackson County	0.6266962818%	No	\$45,200.87	\$0.00	\$0.00	\$45,200.87
131.	Kalamazoo Charter Township	0.0300335110%	No	\$2,166.19	\$0.00	\$0.00	\$2,166.19
132.	Kalamazoo City	0.2186435127%	No	\$15,769.80	\$0.00	\$0.00	\$15,769.80
133.	Kalamazoo County	2.1433241424%	No	\$154,588.61	\$0.00	\$0.00	\$154,588.61
134.	Kalkaska County	0.0950485976%	No	\$6,855.44	\$0.00	\$0.00	\$6,855.44
135.	Kent County	3.0032910409%	No	\$216,614.27	\$0.00	\$5,002.58	\$221,616.85
136.	Kentwood City	0.0821691991%	No	\$5,926.51	\$0.00	\$0.00	\$5,926.51
137.	Keweenaw County	0.0039070602%	No	\$281.80	\$0.00	\$0.00	\$281.80
138.	Lake County	0.0815750583%	No	\$5,883.65	\$0.00	\$0.00	\$5,883.65
139.	Lansing City	0.6157258774%	No	\$44,409.62	\$0.00	\$0.00	\$44,409.62
140.	Lapeer County	0.4570551035%	No	\$32,965.39	\$0.00	\$0.00	\$32,965.39
141.	Leelanau County	0.1385869050%	No	\$9,995.67	\$0.00	\$0.00	\$9,995.67
142.	Lenawee County	0.8823790089%	No	\$63,642.15	\$0.00	\$0.00	\$63,642.15



143.	Leoni Township	0.0052492697%	No	\$378.61	\$0.00	\$0.00	\$378.61
144.	Lincoln Charter Township	0.0103038346%	No	\$743.17	\$0.00	\$0.00	\$743.17
145.	Lincoln Park City	0.0917234908%	No	\$6,615.61	\$0.00	\$0.00	\$6,615.61
146.	Livingston County	1.4441655813%	No	\$104,161.36	\$0.00	\$0.00	\$104,161.36
147.	Livonia City	0.4479739512%	No	\$32,310.41	\$0.00	\$0.00	\$32,310.41
148.	Luce County	0.0715137120%	No	\$5,157.97	\$0.00	\$0.00	\$5,157.97
149.	Lyon Charter Township	0.0034804545%	No	\$251.03	\$0.00	\$0.00	\$251.03
150.	Mackinac County	0.0525087280%	No	\$3,787.23	\$0.00	\$0.00	\$3,787.23
151.	Macomb County	8.9600697690%	No	\$646,250.71	\$0.00	\$466.01	\$646,716.73
152.	Macomb Township	0.0624612667%	No	\$4,505.06	\$0.00	\$0.00	\$4,505.06
153.	Madison Heights City	0.0833167256%	No	\$6,009.27	\$0.00	\$0.00	\$6,009.27
154.	Manistee County	0.3495467119%	No	\$25,211.28	\$0.00	\$0.00	\$25,211.28
155.	Marion Township	0.0001148028%	Yes	\$8.28	\$290.20	\$0.00	\$298.48
156.	Marquette City	0.0180973752%	No	\$1,305.28	\$0.00	\$0.00	\$1,305.28
157.	Marquette County	0.6035272233%	No	\$43,529.78	\$0.00	\$0.00	\$43,529.78
158.	Mason County	0.2785769407%	No	\$20,092.54	\$0.00	\$0.00	\$20,092.54
159.	Mecosta County	0.1917457546%	No	\$13,829.78	\$0.00	\$0.00	\$13,829.78
160.	Melvindale City	0.0300027854%	No	\$2,163.97	\$0.00	\$0.00	\$2,163.97
161.	Menominee County	0.0912256468%	No	\$6,579.71	\$0.00	\$0.00	\$6,579.71
162.	Meridian Charter Township	0.0408752583%	No	\$2,948.15	\$0.00	\$0.00	\$2,948.15
163.	Midland City	0.1745254871%	No	\$12,587.76	\$0.00	\$0.00	\$12,587.76
164.	Midland County	0.3108652798%	No	\$22,421.36	\$0.00	\$0.00	\$22,421.36
165.	Milford Charter Township	0.0037106999%	No	\$267.64	\$0.00	\$0.00	\$267.64
166.	Missaukee County	0.0578937210%	No	\$4,175.62	\$0.00	\$0.00	\$4,175.62
167.	Monroe Charter Township	0.0069121111%	No	\$498.54	\$0.00	\$0.00	\$498.54
168.	Monroe City	0.1213473624%	No	\$8,752.26	\$0.00	\$0.00	\$8,752.26
169.	Monroe County	1.7767045087%	No	\$128,145.94	\$0.00	\$0.00	\$128,145.94
170.	Montcalm County	0.6957831869%	No	\$50,183.80	\$0.00	\$0.00	\$50,183.80
171.	Montmorency County	0.0985847841%	No	\$7,110.49	\$0.00	\$0.00	\$7,110.49
172.	Mount Clemens City	0.0290390165%	No	\$2,094.46	\$0.00	\$0.00	\$2,094.46
173.	Mount Morris Charter Township	0.0143743799%	No	\$1,036.76	\$0.00	\$0.00	\$1,036.76
174.	Mount Pleasant City	0.0206549613%	No	\$1,489.75	\$0.00	\$0.00	\$1,489.75
175.	Mundy Charter Township	0.0087055516%	No	\$627.89	\$0.00	\$0.00	\$627.89
176.	Muskegon Charter Township	0.0208333463%	No	\$1,502.62	\$0.00	\$0.00	\$1,502.62



177.	Muskegon City	0.1009248080%	No	\$7,279.27	\$0.00	\$0.00	\$7,279.27
178.	Muskegon County	1.9100367830%	No	\$137,762.61	\$0.00	\$0.00	\$137,762.61
179.	Muskegon Heights City	0.0288916451%	No	\$2,083.83	\$0.00	\$0.00	\$2,083.83
180.	New Baltimore City	0.0277364435%	No	\$2,000.51	\$0.00	\$0.00	\$2,000.51
181.	Newaygo County	0.5231811022%	No	\$37,734.77	\$0.00	\$0.00	\$37,734.77
182.	Niles City	0.0336753397%	No	\$2,428.86	\$0.00	\$0.00	\$2,428.86
183.	Northville Charter Township	0.0937410207%	No	\$6,761.13	\$0.00	\$0.00	\$6,761.13
184.	Norton Shores City	0.0405173975%	No	\$2,922.34	\$0.00	\$0.00	\$2,922.34
185.	Novi City	0.0846232347%	No	\$6,103.50	\$0.00	\$0.00	\$6,103.50
186.	Oak Park City	0.0599120079%	No	\$4,321.19	\$0.00	\$0.00	\$4,321.19
187.	Oakland Charter Township	0.0158387451%	No	\$1,142.38	\$0.00	\$0.00	\$1,142.38
188.	Oakland County	6.0626269110%	No	\$437,270.81	\$0.00	\$0.00	\$437,270.81
189.	Oceana County	0.2437641356%	No	\$17,581.64	\$0.00	\$0.00	\$17,581.64
190.	Oceola Township	0.0002087325%	Yes	\$15.05	\$527.64	\$0.00	\$542.69
191.	Ogemaw County	0.6231250992%	No	\$44,943.29	\$0.00	\$0.00	\$44,943.29
192.	Ontonagon County	0.0564870701%	No	\$4,074.17	\$0.00	\$0.00	\$4,074.17
193.	Orion Charter Township	0.0279774995%	No	\$2,017.89	\$0.00	\$0.00	\$2,017.89
194.	Osceola County	0.2155121164%	No	\$15,543.95	\$0.00	\$0.00	\$15,543.95
195.	Oscoda County	0.0566748663%	No	\$4,087.71	\$0.00	\$0.00	\$4,087.71
196.	Oshtemo Charter Township	0.0071811704%	No	\$517.95	\$0.00	\$0.00	\$517.95
197.	Otsego County	0.3179204956%	No	\$22,930.22	\$0.00	\$0.00	\$22,930.22
198.	Ottawa County	0.8561297014%	No	\$61,748.90	\$0.00	\$0.00	\$61,748.90
199.	Owosso City	0.0346613348%	No	\$2,499.97	\$0.00	\$0.00	\$2,499.97
200.	Oxford Charter Township	0.0127384634%	No	\$918.77	\$0.00	\$0.00	\$918.77
201.	Park Township	0.0040071188%	No	\$289.02	\$0.00	\$0.00	\$289.02
202.	Pittsfield Charter Township	0.0274648128%	No	\$1,980.92	\$0.00	\$0.00	\$1,980.92
203.	Plainfield Charter Township	0.0085009554%	No	\$613.14	\$0.00	\$0.00	\$613.14
204.	Plymouth Charter Township	0.0357383127%	No	\$2,577.65	\$0.00	\$0.00	\$2,577.65
205.	Pontiac City	0.3248498872%	No	\$23,430.00	\$0.00	\$0.00	\$23,430.00
206.	Port Huron Charter Township	0.0083327500%	No	\$601.00	\$0.00	\$0.00	\$601.00
207.	Port Huron City	0.1504374166%	No	\$10,850.39	\$0.00	\$0.00	\$10,850.39
208.	Portage City	0.0567022991%	No	\$4,089.69	\$0.00	\$0.00	\$4,089.69



210. Redf Tow 211. Rive 212. Roch 213. Roch 214. Rom 215. Rose 216. Rose 217. Roya 218. Sagii Tow 219. Sagii	que Isle County ford Charter raship erview City hester City hester Hills City nulus City common County eville City al Oak City naw Charter	0.1629846266% 0.1223763279% 0.0278625766% 0.0230459632% 0.0390185719% 0.1043054243% 0.4301835283% 0.2467127304% 0.1498737243%	No No No No No No No No	\$11,755.37 \$8,826.47 \$2,009.61 \$1,662.20 \$2,814.24 \$7,523.09	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$11,755.37 \$8,826.47 \$2,009.61 \$1,662.20
210. Tow 211. Rive 212. Roch 213. Roch 214. Rom 215. Rosc 216. Rosc 217. Roya 218. Sagii Tow 219. Sagii	rnship erview City hester City hester Hills City nulus City common County eville City al Oak City naw Charter	0.0278625766% 0.0230459632% 0.0390185719% 0.1043054243% 0.4301835283% 0.2467127304%	No No No No	\$2,009.61 \$1,662.20 \$2,814.24 \$7,523.09	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$2,009.61 \$1,662.20
 212. Roch 213. Roch 214. Rom 215. Rose 216. Rose 217. Roya 218. Sagir Tow 219. Sagir 	hester City hester Hills City nulus City common County eville City al Oak City naw Charter	0.0230459632% 0.0390185719% 0.1043054243% 0.4301835283% 0.2467127304%	No No No No	\$1,662.20 \$2,814.24 \$7,523.09	\$0.00 \$0.00	\$0.00	\$1,662.20
 213. Roch 214. Rom 215. Rosc 216. Rosc 217. Roya 218. Sagir Tow 219. Sagir 	hester Hills City nulus City common County eville City al Oak City naw Charter	0.0390185719% 0.1043054243% 0.4301835283% 0.2467127304%	No No No	\$2,814.24 \$7,523.09	\$0.00	•	· ·
 214. Rom 215. Rose 216. Rose 217. Roya 218. Sagir Tow 219. Sagir 	nulus City common County eville City al Oak City naw Charter	0.1043054243% 0.4301835283% 0.2467127304%	No No	\$7,523.09		\$0.00	
 215. Rose 216. Rose 217. Roya 218. Sagir Tow 219. Sagir 	eville City al Oak City naw Charter	0.4301835283% 0.2467127304%	No	· ·	<u>.</u>		\$2,814.24
 216. Rose 217. Roya 218. Sagir Tow 219. Sagir 	eville City al Oak City naw Charter	0.2467127304%			\$0.00	\$0.00	\$7,523.09
217. Roya 218. Sagir Tow 219. Sagir	al Oak City naw Charter			\$31,027.26	\$0.00	\$0.00	\$31,027.26
218. Sagir Tow 219. Sagir	naw Charter	0.1498737243%	No	\$17,794.31	\$0.00	\$0.00	\$17,794.31
218. Tow 219. Sagin		0.17/0/3/273/0	No	\$10,809.74	\$0.00	\$0.00	\$10,809.74
	mornip.	0.0399524841%	No	\$2,881.60	\$0.00	\$0.00	\$2,881.60
220 0 - :	naw City	0.2486892685%	No	\$17,936.87	\$0.00	\$0.00	\$17,936.87
220. Sagi:	naw County	1.8697499899%	No	\$134,856.90	\$0.00	\$0.00	\$134,856.90
221. Sani	lac County	0.3884583961%	No	\$28,017.81	\$0.00	\$0.00	\$28,017.81
222. Saul	t Ste. Marie City	0.1102861372%	No	\$7,954.46	\$0.00	\$0.00	\$7,954.46
	oolcraft County	0.0455825815%	No	\$3,287.67	\$0.00	\$0.00	\$3,287.67
224. Tow	Charter rnship	0.0029747576%	No	\$214.56	\$0.00	\$0.00	\$214.56
1 / / 7	by Charter nship	0.2924370238%	No	\$21,092.21	\$0.00	\$0.00	\$21,092.21
226. Shia	wassee County	0.8126038392%	No	\$58,609.57	\$0.00	\$0.00	\$58,609.57
227. Sout	th Lyon City	0.0149498906%	No	\$1,078.27	\$0.00	\$0.00	\$1,078.27
228. Sout	thfield City	0.2271237501%	No	\$16,381.44	\$0.00	\$0.00	\$16,381.44
229. Sout	thfield Township	0.0000642545%	Yes	\$4.63	\$162.43	\$0.00	\$167.06
230. Sout	thgate City	0.0512897499%	No	\$3,699.31	\$0.00	\$0.00	\$3,699.31
	ng Lake nship	0.0060017466%	No	\$432.88	\$0.00	\$0.00	\$432.88
/ 1/ 1 -	ngfield Charter nship	0.0025808909%	No	\$186.15	\$0.00	\$0.00	\$186.15
233. St C	lair County	2.2355263751%	No	\$161,238.76	\$0.00	\$0.00	\$161,238.76
234. St Jo	oseph County	0.2462634133%	No	\$17,761.90	\$0.00	\$0.00	\$17,761.90
235. St. C	Clair Shores City	0.1962330188%	No	\$14,153.43	\$0.00	\$0.00	\$14,153.43
236. Sterl	ling Heights City	1.0160154348%	No	\$73,280.76	\$0.00	\$0.00	\$73,280.76
237. Sturg	gis City	0.0345993898%	No	\$2,495.50	\$0.00	\$0.00	\$2,495.50
238. Sum	mit Township	0.0084993840%	No	\$613.02	\$0.00	\$0.00	\$613.02
	erior Charter rnship	0.0069991428%	No	\$504.82	\$0.00	\$0.00	\$504.82
240. Tayl	lor City	0.2173451175%	No	\$15,676.15	\$0.00	\$0.00	\$15,676.15
7/41		0.0030056684%	No	\$216.79	\$0.00	\$0.00	\$216.79
242. Thor	as Charter rnship					<u> </u>	



243.	Traverse City	0.0694748526%	No	\$5,010.92	\$0.00	\$0.00	\$5,010.92
244.	Trenton City	0.0278175688%	No	\$2,006.36	\$0.00	\$0.00	\$2,006.36
245.	Troy City	0.1362571155%	No	\$9,827.63	\$0.00	\$0.00	\$9,827.63
246.	Tuscola County	0.4964108264%	No	\$35,803.95	\$0.00	\$0.00	\$35,803.95
247.	Tyrone Township	0.0055627194%	No	\$401.21	\$0.00	\$0.00	\$401.21
248.	Union Charter Township	0.0000295731%	Yes	\$2.13	\$74.76	\$0.00	\$76.89
249.	Van Buren Charter Township	0.0769291242%	No	\$5,548.56	\$0.00	\$0.00	\$5,548.56
250.	Van Buren County	0.4404295489%	No	\$31,766.26	\$0.00	\$1,971.20	\$33,737.46
251.	Vienna Charter Township	0.0049907472%	No	\$359.96	\$0.00	\$0.00	\$359.96
252.	Walker City	0.0333201255%	No	\$2,403.24	\$0.00	\$0.00	\$2,403.24
253.	Warren City	1.2684334598%	No	\$91,486.57	\$0.00	\$0.00	\$91,486.57
254.	Washington Township	0.0466960473%	No	\$3,367.98	\$0.00	\$0.00	\$3,367.98
255.	Washtenaw County	2.6615283392%	No	\$191,964.42	\$0.00	\$0.00	\$191,964.42
256.	Waterford Charter Township	0.1262119884%	No	\$9,103.12	\$0.00	\$0.00	\$9,103.12
257.	Wayne City	0.0938477408%	No	\$6,768.83	\$0.00	\$0.00	\$6,768.83
258.	Wayne County	11.4087490300%	No	\$822,863.25	\$0.00	\$0.00	\$822,863.25
259.	West Bloomfield Charter Township	0.1514104788%	No	\$10,920.58	\$0.00	\$0.00	\$10,920.58
260.	Westland City	0.3653115305%	No	\$26,348.33	\$0.00	\$0.00	\$26,348.33
261.	Wexford County	0.3345380363%	No	\$24,128.77	\$0.00	\$0.00	\$24,128.77
262.	White Lake Charter Township	0.0337978902%	No	\$2,437.69	\$0.00	\$0.00	\$2,437.69
263.	Wixom City	0.0213271541%	No	\$1,538.23	\$0.00	\$0.00	\$1,538.23
264.	Woodhaven City	0.0330180645%	No	\$2,381.45	\$0.00	\$0.00	\$2,381.45
265.	Wyandotte City	0.0563902282%	No	\$4,067.18	\$0.00	\$0.00	\$4,067.18
266.	Wyoming City	0.1474722212%	No	\$10,636.53	\$0.00	\$0.00	\$10,636.53
267.	Ypsilanti Charter Township	0.0334144094%	No	\$2,410.04	\$0.00	\$0.00	\$2,410.04
268.	Ypsilanti City	0.0518771364%	No	\$3,741.67	\$0.00	\$0.00	\$3,741.67
269.	Zeeland Charter Township	0.0035509487%	No	\$256.11	\$0.00	\$0.00	\$256.11
270.	SUB-TOTALS	99.9489990778%		\$7,208,884.90	\$18,577.07	\$9,877.47	\$7,237,339.44
B. No	on-Participating Subdiv	isions					
1.	Algoma Township	0.0016941585%	Yes	\$122.19	\$4,282.48	Kent County	\$4,404.67
2.	Antwerp Township	0.0007581775%	Yes	\$54.68	\$1,916.52	Van Buren County	\$1,971.20
3.	Bangor Charter Township	0.0063071908%	No	\$454.91	\$0.00	Bay County	\$454.91



4.	Blackman Charter Township	0.0000000000%	Yes	\$0.00	\$0.00	Jackson County	\$0.00
5.	Byron Township	0.0082898139%	No	\$597.91	\$0.00	Kent County	\$597.91
6.	Genesee Charter Township	0.0125078610%	No	\$902.14	\$0.00	Genesee County	\$902.14
7.	Lenox Township	0.0064611477%	No	\$466.01	\$0.00	Macomb County	\$466.01
8.	Monitor Charter Township	0.0025502597%	No	\$183.94	\$0.00	Bay County	\$183.94
9.	Niles Township	0.0124323128%	No	\$896.69	\$0.00	Berrien County	\$896.69
10.	SUB-TOTALS	0.0510009219%		\$3,678.47	\$6,198.99	\$0.00	\$9,877.47

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



Page 50 of 142





Page 52 of 142



Page 53 of 142



Page 54 of 142

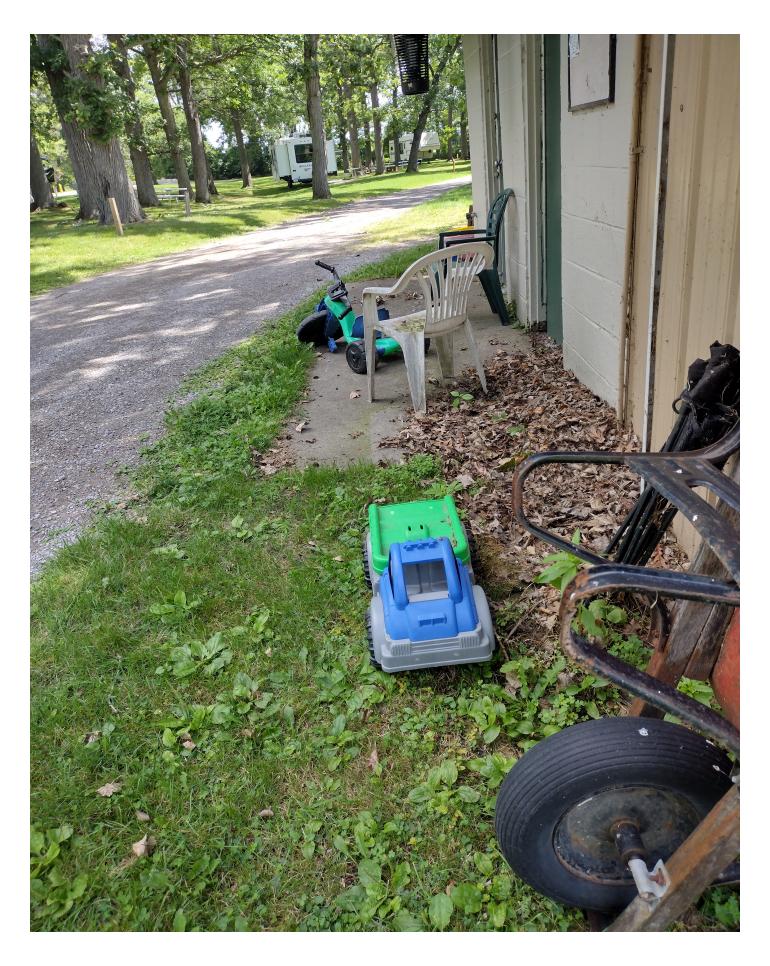


Page 55 of 142





Page 57 of 142



Page 58 of 142



Page 59 of 142



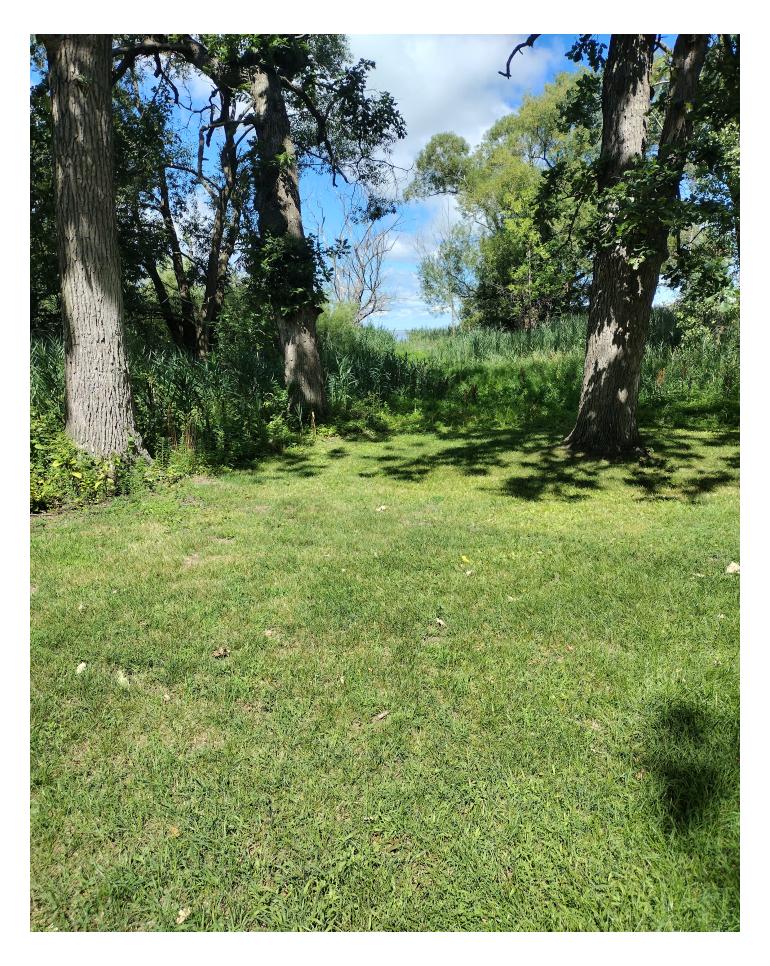
Page 60 of 142



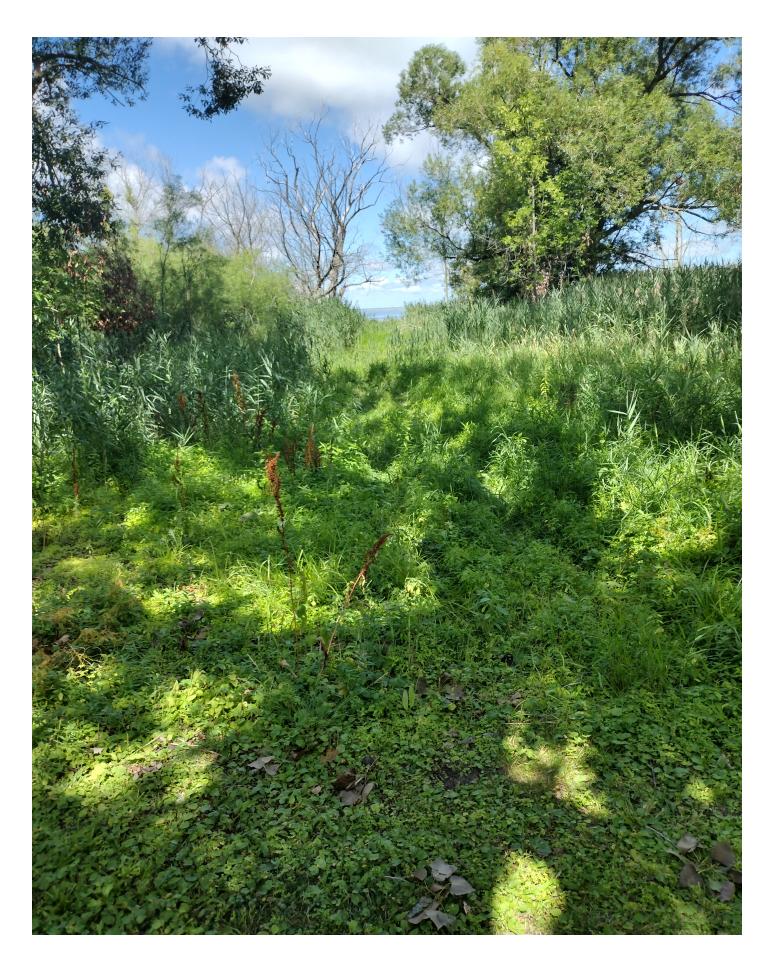
Page 61 of 142



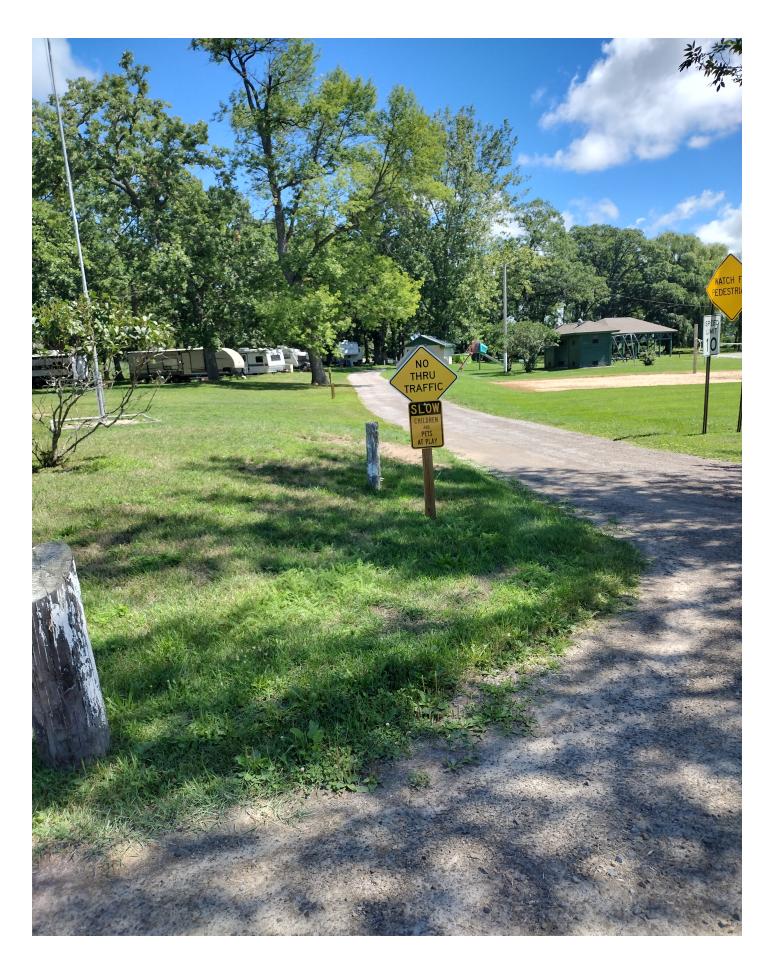
Page 62 of 142



Page 63 of 142



Page 64 of 142



Page 65 of 142



Page 66 of 142



Tuscola County Central Dispatch

Jonathon Ramirez, Director

Commissioners,

I, Jonathon Ramirez, , request to hire Stacy McCallum to fill the remaining vacant Full Time 911 Dispatcher position at Step 1 (\$17.87 per hour) with a tentative start date of October of 2022 pending satisfactory background check, physical and drug test.

Respectfully,

Jonathon Ramirez Dispatch Director



5005 W. Center • PO Box 227
Fairgrove, MI 48733
Phone (989) 693- 6572 Fax (989) 693- 6881
e-mail: VillageofFairgrove@gmail.com
www.villageoffairgrove.org

September 7, 2022

Dear Tuscola County Board of Commissioners:

The Village of Fairgrove formally requests that Tuscola County ARPA grant funds in the amount of \$18,103.00 be used to fund the improvement of converting all Village Street lights to LED. To Save the Village 4% of the operating budget which will allow the Village to use the funds on additional Public Safety i.e., the Fire Department. The Village of Fairgrove has used \$18,103.00 to fund this project. The balance of the project is \$0.00 taken from Fund Balance.

Thank you for contributing to this project as it will help cover the Budget short fall, we are experiencing in the following Fuel price increases, Payroll increases and Infrastructure project planning.

Respectfully,

Cristi L. Smith

Village of Fairgrove Clerk/ Treasurer EMAIL: VIllageofFairgrove@gmail.com Phone: 989-693-6572 5005 Center St. P.O. Box 227 Fairgrove, MI 48733 www.villageoffairgrove.org





5005 W. Center • PO Box 227
Fairgrove, MI 48733
Phone (989) 693- 6572 Fax (989) 693- 6881
e-mail: VillageofFairgrove@gmail.com
www.villageoffairgrove.org

ARPA funds request for the lights and sewer project for the Board of Commissioners

- A. List of all 78 Lighting poles in Village of Fairgrove
- B. Village of Fairgrove 2021-2022 Budget 7% of our budget is used to pay Street Lights
- C. 09/2021 DTE Street Lighting bill
- D. 01/2022 DTE Street Lighting bill
- E. 03/08/2022 DTE Street Lighting Conversion Contract
- F. Village of Fairgrove 2022-2023 Projection Budget 2% of our budget is used to pay Street Lights
- G. 07/2022 DTE Street Lighting bill
- H. 08/2022 DTE Street Lighting bill
- I. 08/17/2022 DTE Final application agreement

Cristi L. Smith

Village of Fairgrove Clerk/ Treasurer EMAIL: VIllageofFairgrove@gmail.com Phone: 989-693-6572 5005 Center St. P.O. Box 227 Fairgrove, MI 48733 www.villageoffairgrove.org



Streetlights/Decorations	ecorations			
Light#	Туре	Road	Decoration	Pole Info
1.	Streetlight	W. Poplar	Z	A3836 074 D.E. 4850B4
2:	Streetlight	W. Poplar	Z	A3154 064 D.E. 5740H5
3:	Streetlight	W. Poplar	N	A3153 064
4:	Streetlight	W. Poplar (Del	Z	A3152 064 D.E. 4860B2
.: 2	Streetlight-Guidewire	Liberty/Center	Z	D.E. 0740ND4
: 9	Streetlight-Guidewire	W. Center/West	Z	D.E. 0535GD4
7:	Streetlight	W. Center	Z	D.E. 5345G4
8	Streetlight	W. Center	Z	104 1889
9; Energy	Streetlight Service 19881	W. Center	Z	S10A3012 104 Detroit
10:	Streetlight	W. Center	Z	W055P5-35 P-1
11:	Streetlight	Circle Dr.	Z	A3161 064
12:	Streetlight	Park Dr.	Z	A4649 064 D.E. 71355CG
13:	Streetlight	Circle Dr.	Z	A4691
14:	Parklight	Circle Dr. W. Parking	Z	D.E. 7240CG5
15:	Streetlight	Circle Dr.	Z	A4692
16:	Streetlight	Liberty	Z	D.E. 0235GD4
17:	Parklight	Liberty/Park W.of #16	Z	531360 D.E. 6335G5
18:	Streetlight	Liberty	Z	531359 92
19:	Streetlight	Liberty	z	A3166 064 D.E. 5040E4
20:	Streetlight	Armstrong	z	A3167 064 D.E. 5040E4
21:	Streetlight-Guidewire	S. Main/Armstrong	Z	D.E. 3537
22:	Streetlight-Guidewire	S. Main	Z	S10A3170
23:	Streetlight-Guidewire	S. Main	Z	A3171 104 D.E. 3536

Streetlight	Ω	N	A3172	104 D.E. 5840B4
Streetlight-Guidewire S. M.	Main/Slack	Z	A3173	D.E. 5840G5
S. Ma	Main	Z	A7043	104
Streetlight-Guidewire S. Ma	Main/McLuney	A	A3168	064 D.E. 4037
S. M	Main	A	A7040	104 D.E. 7035G5
S.	Main/Center	Z	S250P51	98.
W. (Center	Z	A3147	
W. (Center	Z	A3149	104
W. 0	Center(commercial)	Z	531361	
W. (Center(commercial)	N	531362	D.E. 6230G6
W.	Center	Z	A3150	064 D.E. 3537
W.	Center	Z	A7038	064 D.E. 7035G5
W.	Center	Z	A7039	064 D.E. 7035G5
West		Z	A3159	064
West		Z	A3158	064 D.E. 6135G5
West		Z	A3155	064
Maple	Φ	N	A3156	064
Maple	o)	N	A3157	hos
Maple	a)	N	A3138	064 D.E. 7035G5
О	Center	Z	A3146	104 D.E. 4041
E. C	Center	Z	A7041	D.E. 7035G5
E. C.	Center	Z	A7042	064
Streetlight-Guidewire E. C	Center/East	Z	A3144	
East	ψ.	Z	A3143	064
щ	Poplar	Z	A3142	064 D.E. 6135G4

N A3141 D.E. 00535GD	N D.E. 1535ND5	N A3134 064	S250P5187	S250P5189	S250P5191	Y	S250P5195	\$250P5197	N A3137 104	N 104A3135 D.E. 74535NGD5	N D.E. 4037	N A3133 064 D.E. 3537	N D.E. 0940ND4	N A3132 064 D.E. 3537	N MI7A3130 D.E. 4037	N A3131 104 D.E.40-235	N A3128 064	N A3127 064	N A3126 064 D.E. 554064	N A3125 064 D.E. 3740G3	N A3124 064 D.E. 6540G5	N A3123 064	N A3136 104 D.E. 43B4L	S250P5196	S250P5194
E. Poplar	E. Poplar	E. Poplar	N. Main	N. Main	N. Main	N. Main	N. Main	N. Main	N. Main/Shreeves	E. Shreeves	N. Main	N. Main	W. Shreeves	W. Shreeves	W. Shreeves	W. Shreeves	W. Shreeves	W. Shreeves	N. Main	N. Main	N. Main				
Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight-Guidewire	Streetlight	Streetlight	Streetlight-Guidewire	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight	Streetlight
49:	50:	51:	52:	53:	54:	55:	56:	57:	58:	. 63	:09	61:	62:	63:	64:	65:	:99	: 67:	. 89	: 69	.07	71:	72:	73:	74:

			UL35G6
			D.E.
S250P5192	S250P5190	S250P5188	







E. Center N. Main

N. Main

N. Main

Streetlight Streetlight Streetlight Streetlight

75: 76: 77: 78:

1154 1160 1160 1160 1160 1160 1160 1160

Summary Of Charges

Account Number 9100-4064-3603

Previous Balance as of 08/02/2021		2,067.90
Payment(s) and Credit(s)	F. 3	- 2,067.90
Remaining Balance		\$0.00

Current Charges

Service Loca	ation •	Item	Service Type	Rate	Bill Period	Amount
		7004430428	Street Lights UG LongSpan Standard	EFS_E1ULSS	08/01 - 08/31/21	455.47
A-1.17	m\	7004430425	Street Lights OH Standard	EFS_E1UOHS	08/01 - 08/31/21	1,640.08
		1. 1. 1. 1. 1.	Taxes			0.00
, 1.bi			Miscellaneous Charges			0.00
			Current Bill			\$2,095.55
						37 50 0
Amount Du	e on or k	efore Due Da	te of 10/01/2021			\$2,095.55

Your current charges are due on October 1, 2021. A 2% late payment charge will be applied if paid after the due date.



Detail Charges

Invoice: 200083364341 Service Name: Streetlight					Cust Ref	#90-T-130
Item: 7004430425					Street Lights O	H Standard
Billing Status Information						
Total Number of days in the Billing Period Avg Kilowatthours Used Per Day This Period Avg Kilowatthours Used Per Day A Year Ago kWh percentage change from a year ago		31 200 200 0	DAYS KWH KWH PCT			
harges for 12/01/2021 through 12/31/2021						
ower Supply Charges:						
Energy Charge: Power Supply Non Capacity Charge Surcharges:	6,189	KWH	@\$	0.0447000	Per Total KWH	276.65
Power Supply Cost Recovery Factor Sub Total:	6,189	KWH	@\$	0.0032200	Per Total KWH _	19.93 296.58
elivery Charges: Luminaire:						
100 Watt High Pressure Sodium 250 Watt High Pressure Sodium 175 Watt Mercury Vapor 250 Watt Mercury Vapor	2 2 37 17	EA EA EA	@ \$ @ \$ @ \$	15.4700000 23.8100000 22.4800000 26.7300000		30.94 47.62 831.76 454.41
Surcharges: Other Delivery Surcharges Other Delivery Volumetric Surcharges					_	69.42 16.31
Sub Total:						1,450.46 1,747.04
Michigan State Sales Tax On Taxable Portion						0.00
nvoice Total						\$1,747.04





Village of Fairgrove 5005 Center St Fairgrove, MI 48733

Re: Village of Fairgrove- DTE LED Streetlight Conversion

Attached is the Purchase Agreement for the LED streetlight conversions. A detailed description of the project is outlined in the agreements. Please print **two** copies. Please sign **both** copies in the designated areas. A check in the amount of **\$18,103.00** is also required at this time. Please **return both** signed agreements (as well as check made payable to **DTE Energy**) to the following address:

DTE Energy 8001 Haggerty Rd. Belleville, MI 48111 140 WWSC-Brandon Faron

Please call if you have questions, 734-309-2937.

Sincerely,

Brandon R. Faron

Brandon R. Faron

Account Manager

Community Lighting

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("<u>Master Agreement</u>") is made between DTE Electric Company ("<u>Company</u>") and the Village of Fairgrove ("<u>Customer</u>") (collectively referred to as the "Parties") as of March 8, 2022.

RECITALS

- A. Customer may, from time to time, request Company to furnish, install, operate and/or maintain street lighting equipment for Customer.
- B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

- 1. <u>Master Agreement</u>. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties' agreement as to the terms of a specific street lighting transaction, the Parties shall execute and deliver a Purchase Agreement in the form of the attached <u>Exhibit A</u> (a "<u>Purchase Agreement</u>"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.
- 2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as amended and approved by the Michigan Public Service Commission ("MPSC") from time to time.
- 3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment (as defined in the applicable Purchase Agreement) and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount less than or equal to three (3) years' revenue expected from such Equipment, and less an amount equal to the Post Charge revenue if selected by Customer. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

- 4. <u>Payment of CIAC Amount</u>. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid, at which point the schedule for completion of the work shall be appropriately modified.
- 5. <u>Post Charge</u>. For newly installed underground-fed lighting systems of greater than five (5) lights, Customer has the option to select a Post Charge, in lieu of paying all or some of the up-front CIAC Amount, pursuant to the terms of the Purchase Agreement. The Post Charge is a monthly rate, calculated based on the portion of the CIAC Amount that is not paid up front (rounded up to the nearest \$1,000.00 increment).
- 6. <u>Modifications</u>. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.
- 7. <u>Maintenance, Replacement and Removal of Equipment.</u> In accordance with the applicable Orders of the MPSC, under the Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company. To the extent that Customer or any other local government authority requires Company to obtain any permits in order to perform any maintenance, repair, replacement or restoration of Equipment under this Master Agreement, Company shall not be responsible for any delay or interruption of service due to such permitting requirements. Customer acknowledges that compliance with such permitting requirements may result in additional charges to Customer (including, without limitation, trip charges associated with demobilizing and remobilizing personnel and materials to the worksite in connection with the pendency of required permit applications).

8. <u>Street Lighting Service Rate</u>.

- a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time (the "<u>Street Lighting Rate</u>"), the terms of which are incorporated herein by reference.
- b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.
- 9. <u>Contract Term</u> This initial term of this Master Agreement shall commence upon date of installation and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. If the optional Post Charge is selected, the initial term of this Master Agreement shall be the later of (a) ten (10) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial

Attachment 1 to Purchase Agreement Map of Location

[To be attached]

term, this Master Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) calendar days' prior written notice to the other party. Upon termination of this Master Agreement for any reason, before or after the expiration of the initial term, Company shall have the right to disconnect the Equipment and/or remove any Company-owned equipment and a portion of the Equipment corresponding to the extent to which Customer has not paid in full for the Equipment; provided, however, that Company shall not withdraw service, and Customer shall not substitute another source of service, without at least twelve (12) months' written notice to the other party

- 10. <u>Customer Obligations upon Termination</u>. In the event that this Master Agreement is terminated before the end of the initial term by Company due to an Event of Default or by Customer for convenience, Customer will promptly pay Company which shall include all of the following:
 - a. If applicable, the un-recouped portion of the Company Capital Investment prorated for the remainder of the initial three-year period;
 - b. If applicable, the aggregate total of remaining Post Charge payments that would have come due over the remainder of the applicable period ten (10) years for Post Charge.
 - c. The aggregate total of remaining Luminaire Charge payments that would have been charged over the remainder of the applicable initial contract term;
 - d. Any Company costs and expenses associated with disconnecting and deenergizing the Equipment from Company power supply sources; and
 - e. The cost incurred by the Company to remove Company's Lighting System and restoration of impacted property as commercially reasonable as possible to its original condition.
- 11. <u>Design Responsibility for Street Light Installation</u>. Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("<u>IESNA</u>") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges Company is not responsible for any compliance or noncompliance with IESNA standards or any issues arising therefrom.
- 12. <u>New Subdivisions</u>. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%, pursuant to a Purchase Agreement. If Customer wishes to have installation occur prior to 80% occupancy pursuant to a Purchase Agreement, then Customer acknowledges that Customer will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.), and that the CIAC Amount and schedule for completion of the work shall be appropriately modified.
- 13. <u>Force Majeure</u>. The obligation of Company to perform this Master Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse

weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

- 14. <u>Subcontractors</u>. Company may sub-contract, in whole or in part, any of its obligations under this Master Agreement.
- 15. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Master Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Master Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.
- 16. <u>Notices</u>. All notices required by this Master Agreement shall be in writing. Such notices shall be sent to Company at **DTE Electric Company**, **Community Lighting Group**, **8001 Haggerty Rd**, **Belleville**, **MI 48111** and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.
- 17. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Master Agreement and to carry out the actions required of it by this Master Agreement; (b) the execution and delivery of this Master Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Master Agreement constitutes a legal, valid, and binding agreement of such party.

18. <u>Miscellaneous</u>.

- a. This Master Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Master Agreement must be in writing and signed by both parties.
- b. Customer may not assign its rights or obligations under this Master Agreement without the prior written consent of Company. This Master Agreement shall be binding

upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Master Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Master Agreement.

- c. A waiver of any provision of this Master Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Master Agreement shall not be deemed a waiver of such party's rights hereunder.
- d. The section headings contained in this Master Agreement are for convenience only and shall not affect the meaning or interpretation thereof.
- e. This Master Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Master Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.
- f. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- g. The invalidity of any provision of this Master Agreement shall not invalidate the remaining provisions of the Master Agreement.

Company and Customer have executed this Master Agreement as of the date first written above.

Company:	Customer:	
DTE Electric Company	Village of Fairgrove	N/SW
By: Chus Huthy	By: Mistin a Joung SIGNHE	RE
Name: CHRIS HARTLEY	Name: Kristin a. Young	
Title: MANACER - SALES	Title: Village President	
Date: <u>4-14-2022</u>	Date: <u>3-22-2022</u>	

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "<u>Agreement</u>") is dated as of March 8, 2022 between DTE Electric Company ("<u>Company</u>") and the Village of Fairgrove ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 8, 2022 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order	64187638	
Number:	If this is a conversion or replacement, indicate the Worfor current installed equipment: N/A	k Order Number
Location where Equipment will be installed:	[Various locations], as more fully described on the hereto as Attachment 1.	e map attached
3. Total number of lights to be installed:	66	
4. Description of	Overhead (OH) - DTE Owned and Maintained Stree	t Lights on
Equipment to be installed	Wood Poles	
(the " <u>Equipment</u> "):	10 – 100 watt High Press Sodium to 58 watt LED	
	1 - 250 watt High Pressure Sodium to 136 watt LED	
	32 – 175 watt Mercury Vapor to 58 watt LED	
	7 – 175 watt Mercury Vapor to 80 watt LED Suspensio	U
	1 – 250 watt Mercury Vapor to 136 watt LED 2 – 250 watt Mercury Vapor to 80 watt LED Suspensio	n
	1 - 250 watt High Pressure Sodium to 58 watt LED	"
	1 - 250 Wall Flight ressure Godium to 55 wall ELD	
	Underground (UG) – DTE Owned and Maintained S	treet Lights on
	Steel/Fiberglass Posts	
	12 - 250 watt High Pressure Sodium to 136 watt LED	
5. Estimated Total	\$13,705.80	
Annual Lamp Charges	* 0.00	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Computation of Contribution in aid of	Total estimated construction cost, including labor, materials, and overhead:	\$18,103.00
Construction ("CIAC	Revenue credit:	\$0.00
Amount")	CIAC Amount (cost minus revenue)	\$18,103.00
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$	18,103.00
9. Term of Agreement	5 years. Upon expiration of the initial term, this Ag continue on a month-to-month basis until terminat	reement shall ed by mutual

	written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
	If Post Charge "box" is checked the Customer agrees to following term:
	10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
10. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices
11. Customer Address for Notices:	Village of Fairgrove 5005 Center St Fairgrove, MI 48733

12. Special Order Material Terms: All or a portion of the Equipment consists of special order material: (check one) YES NO If "Yes" is checked, Customer and Company agree to the following additional terms. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used. Customer will maintain an inventory of at least <u>0</u> posts and <u>0</u> luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times. N/A The inventory will be stored at __ Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company: Title: <u>N/A</u> Name: N/A Email: ______N/A Phone Number: N/A Customer will immediately notify Company of any changes in the Authorized Customer storage guidelines and practices. Damaged SOM will not be installed by Company. In the event that SOM is damaged by a third party, Company may (but is not

Representative. Customer must comply with SOM manufacturer's recommended inventory

- required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.
- In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

*****	******
Company and Customer have executed written above.	this Purchase Agreement as of the date first
Company:	Customer:
DTE Electric Company	Village of Fairgrove
By: Chris Hartley	By: Mistin a Joune SIGNHERE
Name: CHRIS HARTUEY	Name: Kristin Q. Young
Title: MANAGER -SALES	Title: Village President
Date: 4-14-2022	Date: 3/22/2022

Should Customer experience, in Company's reasonable judgment, excessive LED

equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard

street lighting equipment will be the responsibility of Customer.

Attachment 1 to Purchase Agreement Map of Location

[To be attached]

Village of Fairgrove Current Budget Revenues

Account Number	Account Title	2022-23 Original Budget	2022-23 Amended Budget
Fund: General Fund	q		
Q.	General Revenues		
101-000-402.000 101-000-420.000 101-000-434.000	Current Real Property Taxes Administration fee Taxes Trailer Tax	78,393.00 1,085.00	78,393.00 1,085.00
Total Taxes		79,514.00	79.514.00
Interest and Rents			
101-000-664.000	Interest & Rentals	0.00	0.00
otal interest and kents ag e	ints	0.00	0.00
	Program Revenues		
Perm) _S		
101-000-475.000	Licenses & Permits Control	260.00	260.00
Traffic and Safety Programs 101-315-500.000	rety Programs Blight Officer		
Total Traffic ar	Total Traffic and Safety Programs	0.00	00.00
Total Licenses and Permits	Permits	260.00	260.00
State Grants			
101-000-573.000 101-000-574.000	Local Community Stabilization Share State Revenue Sharing	5,000.00	5,000.00
Total State Grants		65,000.00	65,000.00
Charges for Services			
101-000-600.000 101-000-613.000 101-000-615.000	Charges for Services Blight Mowing capital fees Fire Department	60,800.00 300.00 46,000,00	60,800.00
101-000-626.000 101-000-629.000	Twp. Snow removal Fire Calls	0.00	0.00
Total Charges for Services	rvices	127,100.00	127,100.00

August 17, 2022 8:32 am

Village of Fairgrove Current Budget Revenues

2022-23 Amended Budget		00 0	192,360.00		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
2022-23 Original Budget		00.0	0.00		0.00 0.00 0.00 0.00 271,874.00
Account Title	nd Program Revenues	Ordinance Fines & Fees	feits	Special Items	Miscellaneous income Donations Appropriations from Fund Balance
Account Number	Fund: General Fund	Fines and Forfeits 101-000-655.000	Total Fines and Forfeits		Other Revenue d 101-000-671.000 ed 101-000-699.000 ed Total Other Revenue d

Village of Fairgrove Current Budget Expenditures

Account Number	Account Title	2022-23 Original Budget	2022-23 Amended Budaet
Fund: General Fund			
Gene	General Government		
Governing Body			
101-101-703.000	Salaries & Wages FICA	5,000.00	5,000.00
101-101-801.000	Professional & Contractual Services	15,599.00	750.00
101-101-945.000	insurance Premium	8,000.00	8,000.00 1,900.00
Total Governing Body	Attorney	31 849 00	31 849 00
Syrac			
P			
8 101-215-703.000 9 101-215-709.000	Clerk Salaries FICA	13,000.00	13,000.00
(C) 101-215-750.000	Clerk Supplies	1,171.00	1,171.00
0 101-215-900.000	olerk Other Exp Software Maintenance Agreements	55.00 2.168.00	55.00
Total Clerk		17,594.00	17,594.00
Treasurer Treasurer			
101-253-703.000	Treasurer Salary	2,600.00	2,600.00
101-253-709.000	FICA	225.00	225.00
101-253-750.000	Treasurer Supplies Treasurer other Evn	350.00	350.00
101-253-933.000	Software Maintenance Agreements	155.00	155.00
Total Treasurer		3,730.00	3,730.00
Available			
101-261-703.000	Bookkeeper- Salary	1 200 00	20000
101-261-709.000	FICA Bookkoons Sussilia	350.00	350.00
clacifor A lotoT	מסטעמקטק פתאטוופס	1,200.00	1,200.00
l otal Avallable		2,750.00	2,750.00

Village of Fairgrove

Current Budget Expenditures

	Figure Fund	Account Number	Account Title	2022-23 Original Budget	2022-23 Amended Budget
General Government	General Government	Fund: General Fu.	pul		
13,000,000 2,2	13,000,000 2,2		General Government		
P. & C. Salaries P. & C. Salaries P. & C. Salaries P. & C. Supplies P. & C. Sup	Fig. Salaries Fig. Programs Personal Services - Contract Programs Prog	Building and	1 Grounds		
Fig. 8 Salatines	Fig. 8 Salatines	265 703 000			
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B. & G. Supplies Communications (Phone, Internet Communications (Phone, Int	B. & G. Supplies C. Supplies	-203-709.000		2,200.00	2,200.00
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Common	Compact	-265-850,000	Communications (Phone Internet		00.000
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Building and Grounds	Equipment rental	265-324-000	Ottiel Ottilly Salvices	0.000,7	7,000.00
Public Safety Programs	Public Safety Public Safety Public Safety Public Safety Public Safety Sa	-205-925.000	Custodial	200.00	200.00
Vehicle Liability Insurance Vehicle Liability Insurance Vehicle Liability Insurance 1,800.00	Vehicle Liability Insurance Vehicle Liability Insurance 1,800.00	-265-925.02	Equipment rental	2,500.00	2,500.00
Building and Grounds 38,450.00 Public Safety 94,373.00 ic and Safety Programs 13,000.00 Personal Services - Contract 13,000.00 Blight Programs 16,800.00 Department 16,800.00 Fire Department Salaries 24,000.00 Fire Department Gasoline & Oil 2,200.00 Fire Dept Insurance 13,000.00 Fire Dept Insurance 2,500.00 Fire Dept Training 2,500.00 Fire Dept Training 2,500.00 Fire Dept. Exp other 46,000.00 Fire Dept. Capital 102,800.00 Fire Dept. Capital 102,800.00	Public Safety Programs Personal Services - Contract Page 2000	-265-936.000	Vehicle Liability Insurance	1,800,00	1 800 00
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Village of Fairgrove Current Budget Expenditures

Account Number Ac	Account Title	2022-23 Original Budget	2022-23 Amended Budget
Fund: General Fund			
Public Works Street Lighting	orks		
hting	Street Lights	20,000.00	20,000.00
None			
g anning	Plan Comm Salaries FICA Plan Comm Other	350.00 80.00 100.00 530.00	350.00 80.00 100.00 530.00
Zoning	Zoning Salaries FICA	100.00 25.00 125.00	100.00 25.00 125.00
Recreatio	Recreation and Culture	655.00	655.00
Parks & Recreation Department 101-751-703.000 Salaries 101-751-709.000 FICA 101-751-800.000 Park Supplies 101-751-925.000 Equipment Rental Total Parks & Recreation Department	Department Salaries Salaries FICA Park Supplies Park Other Equipment Rental eation Department	5,500.00 1,100.00 500.00 700.00 2,500.00	5,500.00 1,100.00 500.00 700.00 2,500.00 10,300.00
Total Expenditures		244,928.00	10,300.00
BUDGETED CHANGE IN FUND BALANCE	ND BALANCE	26,946.00	26,946.00
Report Filter Criteria			

August 17, 2022 8:32 am

Summary Of Charges

Account Number 9100-4064-3603

 Previous Balance as of 05/31/2022
 2,057.61

 Payment(s) and Credit(s)
 -2,057.61

 Remaining Balance
 \$0.00

Current Charges

Service Loc	ation	Item	Service Type	Rate	Bill Period	aur II.	Amount
		7004430428	Street Lights UG LongSpan Standard	EFS_E1ULSS	06/01 - 06/30/22		450.67
		7004430425	Street Lights OH Standard	EFS_E1UOHS	06/01 - 06/30/22		1,610.42
		7004430425	Street Lights OH Standard	EFS_E1UOHS	06/01 - 06/30/21		28.13
		7004430425	Street Lights OH Standard	EFS_E1UOHS	07/01 - 07/31/21		28.24
		7004430425	Street Lights OH Standard	EFS_E1UOHS	08/01 - 08/31/21		28.41
		7004430425	Street Lights OH Standard	EFS_E1UOHS	10/01 - 10/31/21		28.87
		7004430425	Street Lights OH Standard	EFS_E1UOHS	09/01 - 09/30/21		28.57
		7004430425	Street Lights OH Standard	EFS_E1UOHS	11/01 - 11/30/21		29.00
		7004430425	Street Lights OH Standard	EFS_E1UOHS	12/01 - 12/31/21	E. S. 8	29.17
		7004430425	Street Lights OH Standard	EFS_E1UOHS	01/01 - 01/31/22		29.28
		7004430425	Street Lights OH Standard	EFS_E1UOHS	02/01 - 02/28/22		28.86
		7004430425	Street Lights OH Standard	EFS_E1UOHS	03/01 - 03/31/22		28.85
		7004430425	Street Lights OH Standard	EFS_E1UOHS	04/01 - 04/30/22	1	28.55
		7004430425	Street Lights OH Standard	EFS_E1UOHS	05/01 - 05/31/22		28.40
			Taxes				0.00
			Miscellaneous Charges				0.00
			Current Bill			\$2	2,405.42

Amount Due on or before Due Date of 08/01/2022

\$2,405.42

Your current charges are due on August 1, 2022. A 2% late payment charge will be applied if paid after the due date.



Summary Of Charges

Account Number

9100-4064-3603

Previous Balance as of 06/30/2022	2,405.42
Payment(s) and Credit(s)	- 2,405.42
Remaining Balance	\$0.00

Current Charges

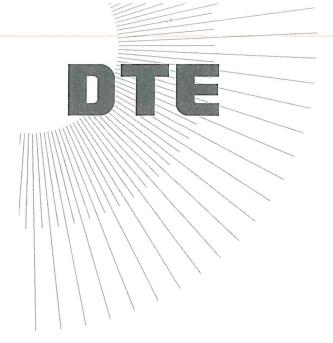
Service Location	Item	Service Type	Rate	Bill Period	Amount
	7004430428	Street Lights UG LongSpan Standard	EFS_E1ULSS	07/01 - 07/31/22	356.29
	7004430428	Street Lights UG LongSpan Standard	EFS_E1ULSS	06/01 - 06/30/22	- 95.00
	7004430425	Street Lights OH Standard	EFS_E1UOHS	07/01 - 07/31/22	912.88
	7004430425	Street Lights OH Standard	EFS_E1UOHS	06/01 - 06/30/22	- 696.87
8. %	,	Taxes	142		0.00
		Miscellaneous Charges			0.00
		Current Bill			\$477.30

Amount Due on or before Due Date of 09/01/2022

\$477.30

Your current charges are due on September 1, 2022. A 2% late payment charge will be applied if paid after the due date.





Energy Efficiency Program for Business

Final application agreement

The energy optimization measures listed within are being/have been installed in a qualifying time frame, at a qualifying facility and are not for resale. Additional program terms and conditions can be found in the policy and procedures manual available at dtebizrebates.com. I understand that in the event this application received a reservation, that reservation is not a guarantee of payment. Incentive payment will be based upon the final application meeting the program terms and conditions, and the availability of funds.

Selected terms and conditions include:

- 1. Final applications and all required documentation must be received within 60 days of project completion or by Nov. 30, 2022, whichever comes first. Incomplete applications, missing documents or applications submitted after that date will result in the project being cancelled.
- 2. The program has a limited budget. Applications will be processed until allocated funds are reserved or spent.
- 3. All equipment must be purchased and installed prior to submitting the final application.
- 4. Applicant agrees to inspection and measurement activities by DTE Energy or its representative of both project payment and equipment installation for up to five years from the date of equipment installation.
- 5. Incentives may be taxable and the applicant is solely responsible for the payment of any resulting taxes. Incentives will be reported to the IRS, unless the applicant is exempt.
- 6. The applicant may be required to refund some or all of the incentives if the measures do not remain (or were not) installed for a period of five (5) years or the end of the product life, whichever is less,
- 7. Materials removed, including lamps and PCB ballasts, must be permanently taken out of service and disposed of in accordance with federal and state laws or regulation and local codes and ordinances. The applicant is responsible for being aware of any applicable codes or ordinances. Information about hazardous waste disposal can be found at www.epa.gov/wastes.
- 8. For certain measures, the incentive amount will be determined based on the estimated energy savings. The applicant may be required to provide documentation on energy savings calculations and assumptions. DTE Energy will make the final determination of the energy savings and thus the incentive amount to be paid.
- DTE Energy has no obligations regarding and does not endorse or guarantee any claims, promises, work or equipment made, performed or furnished by any contractors or equipment vendors that sell or install any energy efficiency measures.
- 10. Payment of incentives under the program and/or evaluation of applications for incentives shall not deem DTE Energy or any of its affiliates, employees or agents ("DTE Energy Parties") to be responsible for any work completed in connection herewith. Applicant fully releases DTE Energy parties from any and all claims it may have against DTE Energy parties in connection with this application, the incentives or the work performed in connection with them. In addition, applicant agrees to defend, indemnify and hold DTE Energy parties harmless from and against any and all claims, losses, demands or lawsuits by any third parties arising in connection with this application, the payment or nonpayment of incentives or any work performed in connection with them.
- 11. DTE Energy reserves the right to associate with your business and participation in the incentive program for promotion and advertising purposes. See the policies and procedures manual for more on promotional co-branding
- 12. Applicant acknowledges that Federal Energy Regulatory Commission (FERC) Order issued on June 1, 2012, at Docket No. ER11-4081-000 ("FERC Order") approves of the inclusion of energy efficiency resources as planning resources in a utility's resource adequacy plan (all italicized terms as defined in the FERC Order). Accordingly, applicant and DTE Energy agree that all such rights afforded with respect to energy efficiency resources, including but not limited to the right to identify them as a planning resource so as to include them in a resource adequacy plan, shall inure exclusively and fully to DTE Energy. Applicant agrees that it will not claim ownership in such energy efficiency resources for purposes of identifying them as a planning resource in accord with the FERC order or include them in a resource adequacy plan.

I have read and understand the measure specifications and program guidelines set forth in the application and the program policy and procedures manual and agree to abide by those requirements. Furthermore, I concur that I must meet all eligibility criteria in order to be paid under this program and not receive incentives from any other utility for the same project.

I certify that the information on this application is true and accurate. I understand that any misrepresentation of information — intentional or otherwise — that results in unjustified and/ or unsubstantiated incentives being awarded to me (the customer) will prompt action by DTE Energy and/or its agent to recoup such funds from me and may include additional legal action commensurate with the seriousness of the event. I acknowledge and understand that it is necessary for DTE Energy to store, use and share the information contained in this application, as well as information collected in connection with this project, including but not limited to my business name, address, account number and energy consumption data ("customer data") for various purposes. Therefore, I hereby authorize DTE Energy to collect, store and use the customer data for internal purposes and to present me with other energy saving opportunities. I further authorize DTE Energy to share the customer data with third party vendors/contractors who are doing work on DTE Energy's behalf.

Final agreement information and account holder signature

9	
DTE project number DTE-22-77356	DTE account holder tax ID 38-1749342
Total project cost \$18,103.00	Actual completion date
DTE account holder name (print) Cristi Smith	DTE account holder title Clerk/Treasurer
DTE account holder signature Aust Aust	Date 8/17/2022

For final applications, sign and submit only after all equipment has been installed. A customer signature is required for payment. By signing this form, I agree to all terms and conditions listed above.

TUSCOLA COUNTY HOMEOWNER PROGRAM PROCEDURE GUIDE

ADMINISTERED BY:



Michigan Law prohibits discrimination in employment, education, housing, public accommodation, law enforcement, or public service based on religion, race, color, national origin, sex, disability, age (prohibited consideration for educational admissions only), marital status (prohibited consideration for educational admissions only), height (in employment only), weight (in employment only), arrest record (in employment only), genetic information (in employment only), and familial status (in housing only).

The Tuscola County Board of Commissioners and the Human Development Commission conduct business in accordance with the Federal Fair Housing Law.

(The Fair Housing Amendments Act of 1988)

	4 s	
		Page #
SECTION I	General Pro EQUAL HOUSING	1
SECTION II	Emergency Repair Activities>	2

Revised 9/12/2022

SECTION III	Applicant Requirements	3
SECTION IV	Property Requirements	4
SECTION V	Contractor Requirements	5
SECTION VI	Processing	7
SECTION VII	County Required Legal Documents	9
SECTION VIII	Complaint Procedure	11
SECTION IX	Due Process for Denial	12
SECTION X	Rehab Standards for Single-Family Structures	14

The Tuscola County Board of Commissioners is the responsible party for the Program Income Emergency Repair Program. The Tuscola County Board of Commissioners contracts with the Human Development Commission (HDC) as a third-party administrator to operate this service on their behalf.

SECTION I – GENERAL PROVISIONS

Purpose of Program

This program is intended to provide funds for the rehabilitation of owner-occupied, single-family residential housing units when homeowners live at or below 80% area median income (AMI). All repairs will meet rehabilitation standards of local codes, ordinances and standards; or one of the following when there are no local standards: National Building Code (BOCA), Council of American Building Officials One to Two Family Code (CABO), Minimum Property Standards set forth in 24 CFR 200.925 or 200.926. This program is not intended to provide new housing, only the rehabilitation of existing housing and not to complete normal home-owner maintenance.

Program Activities

- 1. **Emergency Repair (Major)** Under this activity, the home may be rehabilitated to meet the requirements of the program that include health, safety, energy conservation and handicap accessibility items. The maximum amount of funds used per home (aggregate) will be \$25,000. A deferred lien will be required.
- 2. **Emergency Repair (Minor)** Under this activity up to \$2,500 may be used to address emergency repairs that arrest the effects of natural disasters or imminent effects to health and safety. Qualified homeowners will be served on a first come, first served basis. A lien is not required for emergency funds of \$2,500 or less.
- 3. **Tuscola County Home Project 2022-M-156** Under this activity, the home may be rehabilitated to meet the requirements of the program that include health, safety, energy conservation and handicap accessibility items. The maximum amount of funds used per home (aggregate) will be \$25,000. A deferred lien will be required on the property for 10 years (120 months) with 10% forgivable each year from the original date of the mortgage.

Eligibility Priority

Homeowner Rehabilitation provides very low, low and moderate-income homeowners (80% of Area Median Income) with funds for repairs based on a Uniform Physical Conditions Standard (UPCS) inspection. The program also provides limited emergency repairs.

The income guidelines adopted by the Tuscola County Board of Commissioners are in accordance with the Section 8 Income Limit guidelines as established by the U.S. Department of Housing and Urban Development (HUD). Income eligibility will be determined by the use of these guidelines, which may be found at http://www.huduser.org/datasets/il.html.

COUNTY required that the homeowner contribute a portion of the rehabilitation cost in accordance with their income. The homeowner contribution can come from any outside source. HDC staff is available to assist homeowners in applying and completing the application process for low-interest loans.

Human Development Commission – Third-Party Administrator

HDC retains the right to re-determine the eligibility of any applicant based on a change of income status. Any change to the guidelines must be approved by Tuscola County Board of Commissioners and the Michigan Economic Development Corporation (MEDC).

SECTION II – EMERGENCY REPAIR ACTIVITIES

Eligible Emergency Repair Measures

The CDBG Program Income Emergency Repairs/ Tuscola County Home Project 2022-M-156 are performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse, which typically bring the property up to local codes and standards. MICHIGAN ECONOMIC DEVELOPMENT CORPORATION CDBG CHAPTER 15 – PROGRAM INCOME ACTIVITIES 04/22/21 Emergency repair programs that provide for the repair of certain elements of a housing unit in emergency situations, such as:

- 1. Repairs/replacement of a roof that is leaking.
- 2. Malfunctioning hot water equipment resulting in total lack of running hot water in the household.
- 3. Plumbing repairs in cases where the house is without running water.
- 4. Septic tank is overflowing, or the drain field has deteriorated. Normal pumping of the tank is not an eligible activity.
- Electrical or gas repairs in electrical fire or gas hazard situations and or cases where the faulty electrical wiring has resulted in total lack of illumination in the household or inability to use such necessary major appliances as the refrigerator or range or furnace or water heater.
- 6. Structural damage that creates an emergency safety situation.

- 7. Emergency handicapped accessibility improvements, such as installation of a ramp can be approved with an emergency health, triggering event.
- 8. Other emergency items not listed above will need approval by HDC for items other than COVID Response Funds.

Ineligible Improvements

- 1. Funds may not be used for:
 - a. Assisting in the construction or completion of a new dwelling, or assisting in the completion of an existing housing rehabilitation project already under construction
 - b. Any work that is normal homeowner maintenance or repairs that should be covered by homeowners insurance because property was uninsured.
 - c. Any items not already on the Work Specifications as of the date of signing the Housing Rehabilitation Program Contract or approved by a Work Change Order

SECTION III - APPLICANT REQUIREMENTS

- 1. Applicant must reside within Tuscola County.
- Applicant must own the home or be purchasing it by means of a Mortgage or recorded Land Contract. Applicant must provide a recorded Warranty Deed and/or recorded Land Contract.
- 3. Applicant and all other joint owners of the property must agree to sign a Mortgage and Note for the total amount of the loan, including all related costs of the loan. If applicant has purchased the home on a Land Contract, the land contract holder must also sign the mortgage.
- 4. Home must be applicant's permanent, year-round residence.
- 5. Applicant must have occupied the home for one (1) year prior to applying for Program Income Emergency Repair Program funds.
- 6. Applicant must be current with mortgage or land contract payment.
- 7. All property taxes must be paid to date.

- 8. Property must have a valid homeowner's policy in place or a statement from an insurance company that a policy will be issued after the program repair is completed.
- 9. Household must meet income requirements, which combines the gross income of all household members. Gross annual income of all adult household members must be at or below 80% Area Median Income (AMI). AMI limits are determined by HUD and are posted at http://www.hudexchange.info/incomecalculator.
- 10. Homeowners may be required to pay a portion of the project costs based upon income levels.
- 11. Applicant will be required to maintain loss payable insurance on the property for the duration of the term of the loan and provide proof annually. Tuscola County will be placed on the insurance policy as lien holder if the project is approved.
- 12. Applicant will be required to keep tax payments current for the duration of the term of the loan.
- 13. After rehabilitation with Program Income Emergency Repair Program funds, the property cannot have an appraisal value that exceeds the amount listed in *Property Requirement Policy Bulletin #17 http://michigan.gov/mshda/0,4641,7-141-5564_46919-171308--,00.html.*
- 14. Applicant may only receive emergency assistance (Emergency Repair) once.
- 15. Any applicant related to HDC or Tuscola County employees must disclose their relationship on the application. This application must have prior HDC/County approval.
- 16. Applicant who has a reverse mortgage on their property is not eligible for assistance
- 17. Applicant who has their property in a trust is not eligible for assistance.
- 18. Lowest reasonable bid will be used to determine who completes the necessary repairs. If, the homeowner chooses an alternate contractor, the homeowner will be responsible for any costs above the minimum bid.
- 19. In the event of any unresolvable dispute arising between the Contractor and Homeowner, the parties agree to seek mediation conducted by a Community Dispute Resolution/Mediation Program.

SECTION IV – PROPERTY REQUIREMENTS

- 1. Home must be 20 years old or older.
- 2. All homes constructed prior to 1978 are required to have a Paint Inspection/Risk Assessment (for lead-based paint) at the applicant's expense **only if** repairs will disturb any potential lead painted surfaces.
- 3. All homes with lead-based paint must pass a final clearance test.
- 4. Not more than 15% of the residence may be used primarily for trade or business.
- 5. Single-wide mobile homes are not eligible for rehabilitation.
- 6. After rehabilitation, the property must meet UPCS or local housing codes, whichever is more stringent.
- 7. Manufactured housing must be part of the community's permanent housing stock, which is defined as follows:
 - Is on a permanent foundation;
 - Is taxed as real property; or
 - Is not subject to a chattel mortgage or severance agreement that treats the unit as personal property.

SECTION V - CONTRACTOR REQUIREMENTS

General Project Requirements

Contractors may apply to be on the HDC-approved Contractor List by contacting HDC for the Contractor Application Packet. Contractors will be selected for participation regardless of race, color, religion, familial status, age, national origin, sex or disability with efforts made to comply/promote contractors and workers identified in the Section 3 Plan.

The following items must be submitted to HDC:

- Contractor must be licensed by the State of Michigan and provide a copy of their current Residential Builders License. All licenses will be verified at: http://www2.dleg.state.mi.us/cola. Other items to be submitted include:
 - Contractor Application Form
 - Certificate of General Liability Insurance covering at least \$300,000 per occurrence
 - Certificate of Workers Compensation Insurance. If sole proprietor, submit a completed Determination of Worker Status, which is provided by HDC.

- Lead Abatement Supervisor License along with Lead Abatement Contractor Certificate. The contractor must be onsite during lead abatement setup and cleanup.
- Completed IRS Form W-9
- Contractor and all workers must pass all Background checks required,

When documents expire, it is the Contractor's responsibility to provide current information to HDC to remain on the list.

- 2. Contractor must comply with all federal, state and city Fair Housing ordinances, be an equal opportunity employer, and solicit participation from female and minority subcontractors.
- 3. Contractor must sign all documents that is required for program participation.
- 4. Contractor agrees to attend a Pre-Construction Contractor/Homeowner meeting.
- 5. Contractor must comply with the provisions of the Housing Rehabilitation Program Contract.
- 6. Contractor is responsible for all measurements related to installed measures, i.e. ordering windows.
- 7. Contractor is to provide a Sworn Statement listing all subcontractors.
- 8. Contractor may be required, upon request, to provide copies of all invoices and bills showing the price, quantity and quality of materials used on all projects.
- 9. The Program Administrator reserves the right to reject any and all bids.
- 10. Contractor will be required to begin work within the time specified in the Housing Rehabilitation Program Contract.
- 11. Contractor must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended.
- 12. Contractor must not be listed on the Debarred List at www.SAM.gov

Interim Control Project Requirements

When evidence of lead-based paint (LBP) is found in the home, General Project Requirements apply as well as Lead Abatement/Interim Control Project Requirements listed below.

1. A Lead Abatement Supervisor must be on the job site at all times.

- 2. Bids are to be submitted with two prices one without lead and one with the extra amount being charged for lead-related items.
- 3. Contractor is responsible for the cost of cleaning and the clearance test in the home where LBP is found. In the event the clearance test does not pass, the Contractor is responsible for payment of the second clearance test.
- 4. It is the Contractor's responsibility to order the clearance test.
- 5. Contractor must be on site at the time of the clearance inspection and provide the Lead Inspector/Clearance Technician with the Occupant Protection Plan and (blank) Bid Specification.

Suspension and Reinstatement of Contractors

Contractors may be removed from the Contractor List sent to homeowners. Removal or suspension will be determined by HDC. Reasons for removal may include, but are not limited to, poor workmanship, unprofessional conduct and lapsing of required licenses or insurance.

Contractors previously removed from the Contractor List may be reinstated. Contractors removed due to lapsing of licenses or insurance may be reinstated once proper documentation has been provided to HDC. Contractors removed for reasons other than lapsing of required licenses or insurance must wait six months for reinstatement. After a six-month period, a contractor may request reinstatement, and the following process will be completed:

- 1. Contractor will complete a new application and provide necessary attachments.
- 2. Contractor will provide three new references from work completed since suspension.
- 3. The HDC will make a final determination regarding reinstatement within ten (10) business days.
- 4. Notification will be sent to contractor regarding the decision.
- 5. If the contractor is not satisfied with the decision, s/he may follow the steps outlined in the Contractor Complaint Procedure.

SECTION VI - PROCESSING

Application Process

- 1. A call is received requesting homeowner rehabilitation/emergency repair assistance.
- 2. Applicant is pre-screened for eligibility.
- 1. A Homeowner Rehabilitation program packet is provided to the applicant
- 2. The applicant schedules appointment with HDC.
- 3. At the appointment, the HDC completes an application and obtains copies of required documentation.
- 4. Once all required documentation is obtained, the completed application is forwarded to the Housing Specialist.
- 5. Income and assets are verified using the Third Party Verification (TPV) Monitoring Schedule.
- 6. UPCS inspection is scheduled and completed. (if required)
 - If project is feasible, for homes built prior to 1978, the Paint Inspection/Risk Assessment is then ordered. Applicants are responsible for paying for a paint inspection/risk assessment. Exceptions may be granted for reimbursement on a case-by-case basis for applicants at 0% contribution.
- 7. A Historical Significance Response sheet is completed and sent to the State Historic Preservation Office (SHPO) for clearance if the home is over 50 years old.
 - If the home is found to have historical significance, consideration will be made in the work specifications to preserve the home.
- 8. Work Specifications (bid specs) outlining work items to be completed (including interim control-LBP and historical items) are written and sent to the Homeowner. A list of contractors is also sent to the Homeowner at this time.
- 9. The Homeowner chooses two (2) contractors to provide bids.
 - A walk-through is scheduled with the contractors, the Homeowner, and the Housing Inspector.
- 10. HDC receives/reviews the bids and shares the results with the Homeowner.
- 11. The project is awarded to the lowest bidder.

- 12. A pre-construction meeting between HDC housing staff, Homeowner and Contractor is held at the local HDC office.
 - Work specifications are reviewed.
 - Contract documents are reviewed and signed.
 - Questions regarding contract documentation and work specifications are to be clarified at this time.
 - The Homeowner is to have the Mortgage notarized and Note signed prior to the meeting, unless arrangements can be made to have documents notarized at preconstruction meeting. Note: no lien for Tuscola County Home Project 2022-M-156
- 13. Requisition for funds requested is given to the Finance Department.
 - Homeowner must pay their required cash contribution to the Contractor at the time of the Pre-Construction Conference.
- 14. After three (3) working days (3-day right to cancel,) a "Proceed to Work Order" is sent to Contractor by HDC housing staff.
- 15. Rehabilitation/repair is to begin as specified in the Housing Rehabilitation Program Contract.
- 16. A final bill is submitted to the HDC after work is completed with the following attachments:
 - Clearance Report (if applicable)
 - County Inspection Approval (if applicable)
 - Sworn Statement
- 17. A final Inspection is conducted to ensure all rehabilitation/repairs have been completed as specified. The Homeowner's signature on the Final Inspection Report signifies approval of work completed.
 - In the event the work has not been completed satisfactorily, the Contractor will be notified in writing and advised to complete and/or correct the unsatisfactory work within ten (10) days from the date of receipt of the written notification.
 - In the event the work has been completed satisfactorily by the Contractor in accordance with Work Specifications and the passing of all inspections but the Homeowner refuses to sign off and authorize the final Contractor payment because they want additional measures beyond the scope of the Work Specifications, then HDC may authorize Contractor payment without the Homeowner's signature. HDC believes Contractors, who comply with the Work Specifications and corresponding inspection(s), are entitled to a timely final payment with or without a Homeowner's sign off.

18. A final payment request is submitted upon successful LBP Clearance, Mechanical/Building Finals and UPCS Inspection.

SECTION VII - REQUIRED LEGAL DOCUMENTS

Housing Rehabilitation Program Mortgage

This legal document states the amount of the deferred loan, the requirements of the property owner and the circumstances that warrant repayment of the interest-free, no payment loan. This Mortgage is recorded as public record.

Housing Rehabilitation Program Mortgage Note

This legal document also states the terms of the Mortgage and gives legal notice of the Mortgage.

Subordination of Liens

HDC/Tuscola County will consider any request for subordination. Subordination will only be allowed if the following criteria are met:

- The interest rate for the new loan must be competitive with the lowest rates available.
- Refinancing is for existing mortgage debt plus closing costs only.
- No new money is allowed (e.g., debt consolidation or cash back at closing).

Assumption of Liens

Income-eligible heirs could assume the lien (which implies inheriting not buying the house from the estate) upon approval from HDC/Tuscola County.

Deed in Lieu of Foreclosure

A deed in lieu of foreclosure may be considered with prior HDC/Tuscola County approval.

Discharge/Release of Liens

Part (or all) of the CDBG funds due at the time the property is sold may be forgiven with HDC/Tuscola County prior approval, if the proceeds from the sale are insufficient to pay all superior liens and the CDBG/Program lien. However, discharge/release of lien will not be granted if property is sold by land contract.

Repayment of Mortgage – Regular Program Income Program

Upon termination of ownership, whether by sale of property, title transfer or death, the balance of the mortgage must be paid in full. Periodic/partial payments are not allowed.

Repayment of Mortgage -Tuscola County Home Project 2022-M-156

Upon termination of ownership, whether by sale of property, title transfer or death, the balance of the mortgage must be paid in full. Calculation of amount due will be prorated by taking the total assistance received and dividing it by 120. The amount of months remaining is then multiplied by the monthly amount to determine the remaining amount to satisfy the lien.

SECTION VIII - COMPLAINT PROCEDURE

Applicant Complaints

- 1. HDC provides written complaint procedures with the initial notice, once the applicant is determined eligible.
- 2. HDC establishes a Review Committee consisting of at least three (3) members, including Tuscola County and HDC staff.
- 3. The Program Administrator is to respond to the applicant's written complaint within 15 working days.
- 4. If the applicant is satisfied with the response, the file is considered closed and no further action is taken.
- 5. If the applicant is not satisfied with the response, the Executive Director will be informed of the complaint and may be asked to review the case and recommend a solution, or the Review Committee will further investigate applicant's complaint.
- 6. Program Administrator notifies the applicant of the Executive Director/Review Committee's decision within 15 working days of the date of the hearing.
- 7. If the applicant is satisfied with response, the file is considered closed and no further action is taken.
- 8. If the applicant is not satisfied with the response, HDC must seek the services of the closest Dispute Resolution/Mediation Program. The decision of the Dispute Resolution/Mediation Program will be considered final.

Contractor Complaints

In the event a contractor is not placed on Contractor List after application, has a program complaint while on the Contractor List, or feels the company has been unfairly removed from the Contractor List, the following steps will be taken to address the problem.

- 1. HDC provides the contractor or contractor applicant with written complaint procedures with the Contractor Application Packet.
- 2. Written complaint from the contractor or contractor applicant is received by HDC
- 3. The Program Administrator is to respond to the contractor or contractor applicant's written complaint within 15 working days.
- 4. If the contractor or contractor applicant is satisfied with the response, the file is considered closed and no further action is taken.
- 5. If the contractor or contractor applicant is not satisfied with the response, the Executive Director will be informed of the complaint and will form a Review Committee.
- 6. The Review Committee will review the case and recommend a solution within 15 working days of the hearing.
- 7. If the contractor or contractor applicant is satisfied with response, the file is considered closed and no further action is taken.
- 8. If the contractor or contractor applicant is not satisfied with the response, HDC must seek the services of the closest Dispute Resolution/Mediation Program. The decision of the Dispute Resolution/Mediation Program will be considered final.

SECTION IX - DUE PROCESS FOR DENIAL

The following is HDC/Tuscola County's policy concerning due process rights for applicants denied services.

- 1. It is the policy of HDC/Tuscola County to provide applicants due process of appeal in the event they should be denied an agency service. This policy will be used for partial, or complete, denials of specific, tangible benefits or services offered by HDC/Tuscola County to individuals or households.
- 2. This policy does not_apply to organizations or individuals seeking financial assistance to conduct or operate programs.
- 3. This policy applies when funds for the specific benefit or service are available, and the applicant qualifies (or feels s/he qualifies), but is denied the benefit or service.

- 4. This policy will utilize existing centralized intake applications and/or programmatic level application forms for each individual service or benefit.
- 5. The following Appeal Procedure will be used:
 - a. The denier will notify the applicant, in writing, of the denial within ten (10) working days of such, stating specifically the reasons for the denial. The reasons will be based on information contained in the application or, in the case of housing programs, the reasons may also be based on an on-site inspection.
 - b. Along with the written denial, the applicant must be informed, in writing, that s/he may appeal the decision in the following manner:
 - 1) Request a review within ten (10) days, in writing, to the specific program manager.
 - 2) May submit additional written information that s/he feels would strengthen the request.
- 6. The program manager must schedule a review to occur within ten (10) days of the appeal request. The applicant must be notified, in writing, when this review will take place. The applicant may attend and provide additional information that s/he feels will support the request.
- 7. If the program manager is unable to resolve the appeal request, then the application must be reviewed by an Administrative staff. If an Administrative staff is the original denier, then a different Administrative staff will review the request.
- 8. The Administrative staff will notify the applicant of the final decision, in writing, within ten (10) days of the appeal review.
- 9. In the event the applicant's situation (qualifications) changes, the applicant should reapply rather than use the appeal procedure.
- 10. Publicity of the existence of the appeal process.
 - a. The Policy Concerning Due Process Rights For Applicants Denied Services Offered by the Tuscola County will be attached to all letters of denial for services.
 - b. Copies of this policy will be available upon request at the HDC administrative (main) office in Caro and in agency field offices located in Bad Axe, Lapeer, and Sandusky.
- 11. All documents relating to this appeal process and specific instances of appeal will be kept on file at the HDC administrative (main) office in Caro.

- 12. This policy does not apply to denials of assistance based on alleged discrimination covered by Title VI of the Civil Rights Act.
- 13. HDC/Tuscola County programs are not income transfer programs; no person or household is guaranteed funds or services upon proof of eligibility.

SECTION X - REHAB STANDARDS FOR SINGLE-FAMILY STRUCTURES

(Incorporates changes to implement HUD's Lead-Based Paint Regulation)

1. Applicable Laws and Regulations

Tuscola County's program intends to rehabilitate and repair homes in full compliance with the following statutory and regulatory requirements:

- Building Code: 2015 Michigan Residential Code and/or 2015 Michigan Building Code (1-4 unit dwellings)
- Housing Code: The local housing code
- Rehabilitation Code: 201 Michigan Rehabilitation Code For Existing Buildings
- Federal Housing Code: Uniform Physical Conditions Standards
- Life Safety Code: Life Safety Code
- Lead Paint: Evaluation and Control of Lead-Based Paint Hazards in Housing
- Energy: 2019 ASHRAE Michigan Uniform Energy Code
- Accessibility: ANSI standards for accessibility by disabled residents
- HAZMAT: HUD requirements for specific programs such as, asbestos, lead and confined entry, when applicable

<u>Exceptions</u>: On a case-by-case basis, deviations from the minimum requirements shall be permitted with approval of the appropriate local agency.

Health and Safety

1. Lead Base Paint

Repair Standard: Minimum Life: 5 Years

For all homes constructed prior to 1978 and CDD Investment of \$5,000 or more, grantees must perform a Combination Inspection Risk Assessment, Post-Rehabilitation Clearance Testing Protocol and associated sampling must be submitted to an EPA-accredited lead analytical laboratory and the dust samples must pass a dust-wipe test for lead content as per the protocol in the HUD Guidelines. EPA-certified firms must perform lead-safe work practices on interim control projects.

Replacement Standard: Minimum Life: 20 years

When stabilization of surfaces containing LBP is impractical, the most affordable solution for abatement of the component shall be chosen. Lead-safe work practices must be followed and certified abatement contractors used to perform the work.

2. Mold

Repair Standard: Minimum Life: NA

Presence of mold is unacceptable and must be addressed.

Replacement Standard: Minimum Life: NA

All carpeting, drywall or other gypsum-based wall covering, or any non-structural components with mold present, shall be removed and replaced.

3. Asbestos

Repair Standard: Minimum Life: NA

Non-friable intact asbestos materials that are not creating a hazard like cementitious exterior wall shingles may be left intact and painted, if appropriate.

Replacement Standard: Minimum Life: NA

Friable asbestos components likes boiler or pipe insulation, badly deteriorated cementitious shingles or deteriorated flooring shall be, if necessary, replaced with non-hazardous materials.

Site Improvements

1. Trees

Repair Standard: Minimum Life: NA

Trees that are dead, dying, hazardous, and threaten the structure can be removed.

Replacement Standard: Minimum Life: NA

If economically feasible, replacement of trees and shrubs are permitted.

2. Landscaping

No landscaping is permitted unless it is a health and safety hazard.

3. Outbuildings

Repair Standard: Minimum Life: 1 year

Unsafe and blighted structures, including outbuildings, sheds, garages and barns, shall be removed if it is not financially feasible to complete the repairs required to make them structurally sound and leak-free with lead hazards stabilized.

Replacement Standard: Minimum Life: NA

4. Paving and Walks

Repair Standard: Minimum Life: 5 years

Badly deteriorated, essential paving like front sidewalks shall be repaired to match. Tripping hazards greater than ¾" must be addressed.

Replacement Standard: Minimum Life: 50 Years

Unrepairable essential walks and drives shall be replaced with concrete.

Exterior Surfaces

1. Exterior Lead Hazards

Repair Standard: Minimum Life: NA

All exterior paint shall be stabilized using lead-safe practices.

Replacement Standard: Minimum Life: NA???

Lead components shall be replaced, or the paint removed, to create a lead-free exterior.

2. Exterior Steps and Decks

Repair Standard: Minimum Life: 5 years

Steps, stairways and porch decks shall be structurally sound, reasonably level, with smooth and even surfaces.

Replacement Standard: Minimum Life: 20 years

New decks, steps and stairways shall be constructed of a non-decay type material. On historic structures, new material types may be used with SHPO approval.

3. Exterior Railings

Repair Standard: Minimum Life: 5 Years

Handrails shall be present on one side of all interior and exterior steps or stairways with more than three risers and around porches or platforms over 30" above ground level. Railing repairs shall be historically sensitive and shall meet local code.

Replacement Standard: Minimum Life: 10 Years

Same specifications as above. Railings shall be wrought iron or any approved material for exterior use.

4. Exterior Cladding

Repair Standard: Minimum Life: 10 Years

Siding and trim shall be intact and weatherproofed. All exterior wood components shall have a minimum of two continuous coats of paint, and no exterior painted surface shall have any deteriorated paint. A building not designated as historic shall have existing exterior cladding repaired in kind. New exterior material shall blend with existing.

Replacement Standard: Minimum Life: 20 Years

A building not designated as historic may have siding replaced with vinyl siding with insulation board and/or house wrap. If replaced, soffit material shall be vented/perforated vinyl or aluminum.

5. Exterior Porches

Repair Standard: Minimum Life: 10 Years

Unsafe or unsightly porches shall be repaired to conform closely to historically accurate porches in the neighborhood. Porch repairs shall be structurally sound with smooth and even decking surfaces. Deteriorated components shall be replaced with non-decay type materials.

Replacement Standard: Minimum Life: 10 Years

Same specifications as above and will follow local Building Codes. Deteriorated porches shall be rebuilt with non-decay materials.

6. Exterior Hardware

Repair Standard: Minimum Life: 5 Years

Replacement Standard: Minimum Life: 10 Years

Every dwelling unit shall have a mailbox, or mail slot, and minimum 4" high address numbers visible from street.

Foundations and Structures

1. Foundations

Repair Standard: Minimum Life: 15 Years

Foundations shall be sound, reasonably level and free from movement.

Replacement Standard: Minimum Life: NA

2. Structural Walls

Repair Standard: Minimum Life: 15 Years

Structural framing and masonry shall be free from visible deterioration, rot or serious termite damage and be adequately sized for current loads. Prior to rehab, all sagging floor joists or rafters shall be visually inspected, and significant structural damage and its cause shall be corrected.

Replacement Standard: Minimum Life: 20 Years

New structural walls shall be a minimum of 2"x4", 16" OC. All exterior walls that are part of the building envelope shall be insulated and sheathed to code.

3. Fire Walls

Repair Standard: Minimum Life: 5 Years

Party walls shall be repaired without cracks and plaster deterioration and covered with $\frac{1}{2}$ " type X gypsum, glued and screwed to studs.

Replacement Standard: Minimum Life: 10 Years

When frame walls and floors adjoining other dwellings are gutted, new wall finish installations shall conform to local requirements for fire ratings.

Windows and Doors

1. Exterior Doors

Repair Standard: Minimum Life: 5 Years

Doors shall be solid, weather-stripped, operate smoothly and have an entrance lock set.

Replacement Standard: Minimum Life: 10 Years

All replacement doors at the front of the property shall be historically sensitive. Steel sixpanel doors may be installed at entrances not visible from the front street. Entry locksets must also be installed.

2. Windows

Repair Standard: Minimum Life: NA

All single-glazed windows shall be covered by a storm sash, in which the meeting rail matches up with the prime window. Operable windows shall have a locking device and mechanism to remain partially open. Dilapidated lead-containing windows should be replaced whenever the budget allows.

Replacement Standard: Minimum Life: 20 years

Windows must be double-glazed, double hung, PVC, Low-E, with historically sensitive grids according to SHPO standards, a minimum R-2 and meet Energy Star Standards.

3. Window Replacement

Repair Standard: Minimum Life: NA

Replacement Standard: Minimum Life: 20 Years

Bedrooms, kitchens and bathrooms shall have one operable window with a screen.

4. Interior Doors/Placement

Repair Standard: Minimum Life: 5 Years

All bedrooms, bathrooms and closets shall have well-operating doors.

Replacement Standard: Minimum Life: 10 Years

Hollow core, pressed wood product with brass-plated bedroom lockset.

Roofing

1. Pitched Roofs

Repair Standard: Minimum Life: 5 Years

Missing and leaking shingles and flashing shall be repaired on otherwise functional roofs. Slate roofs shall be repaired when possible. Antennae shall be removed.

Replacement Standard: Minimum Life: 25 Years

No more than two layers permitted. Fiberglass, asphalt, dimensional or three-tab Class A shingles, weighing at least 200 and up to 240 pounds with a pro-rated 25-year warranty or Corrugated Rib Steel. When possible, a continuous ridge vent with soffit venting is preferred with 15-pound felt, ice and water shield, and new drip edges on all sides to be installed to code and manufacturer's specifications.

2. Flat and Low Slope Roofing

Repair Standard: Minimum Life: 2 Years

Built-up roofing, flashing and accessories shall be repaired with a leak-free, two-year warranty available from a certified roofing company.

Replacement Standard: Minimum Life: 20 Years

Fully adhered EPDM over ½" insulation board.

Insulation

1. Insulation

Repair Standard: Minimum Life: NA

Replacement Standard: Minimum Life: 15 Years

Attic insulation shall be a minimum of R38 with soffit baffles installed when there are soffit vents to maintain ventilation at the eaves. All exterior walls opened in the course of renovations shall be insulated with fiberglass batts or damp spray cellulose to R13 for 2x4 framing and R19 for 2x6 framing. Rim joists shall be insulated to R19 with fiberglass insulation or Class 1-rated spray foam.

<u>Note</u>: On historically sensitive buildings, spray foams may not be used without prior approval from SHPO. Crawl space walls shall be insulated with minimum R13 rigid type insulation board or R13 fiberglass insulation. 6-mil plastic vapor barrier shall be continuously over the ground and continue 10" up the walls.

Ventilation

1. Attic Ventilation

Repair Standard: Minimum Life: NA

Replacement Standard: Minimum life: 5 Years

Attics shall be ventilated with a minimum of one square foot of free vent for each 300 square feet of roof area. Upper and lower (combination of ridge and soffit) is the preferred method. Follow local code.

2. ASHRAE 62.2

Repair Standard: Minimum Life: 5 Years

ASHRAE 62.2 most recent standards shall be met when ventilation is needed to meet requirements.

Replacement Standard: Minimum Life: 5 Years

Same as Repair Standard

3. Kitchen Ventilation

Repair Standard: Minimum Life: NA

Replacement Standard: Minimum Life: 5 Years

Range hoods or exhaust fans shall be exterior ducted.

4. Bath Ventilation

Repair Standard: Minimum Life: NA

Replacement Standard: Minimum Life: 5 Years

Exterior ducted 80 CFM. Follow most recent ASHRAE 62.2 standards.

Interior Standards

1. Lead-Containing Components

Repair Standard: Minimum Life: NA

Deteriorated lead-based paint on walls, trim, doors and cabinets must be stabilized using lead-safe work practices. As an alternative, a liquid encapsulant can be applied on such components when the surface is deemed suitable for such coatings.

Replacement Standard: Minimum Life: NA

At the owner's request and when funding is sufficient, lead-containing walls, trim, doors and cabinets identified during a lead paint inspection can be replaced or enclosed as appropriate.

2. Flooring

Repair Standard: Minimum Life: 3 Years

Bathroom and kitchen floors shall be rendered smooth and cleanable using polyurethane or be covered with water-resistant vinyl flooring. Damaged wood floors shall be repaired. Basement floors shall be continuous concrete.

Replacement Standard: Minimum Life: 6 Years

Bathrooms shall receive vinyl sheet goods over suitable underlayment. Kitchens shall be vinyl composition tile over suitable underlayment. Whenever possible, rooms other than kitchens and bathrooms with existing wood flooring shall be maintained as wood floors and refinished when appropriate. Rooms other than kitchen and bathrooms without usable wood floors may be finished with carpet. New basement slabs shall be at least 3" thick and have a 6-mil vapor barrier.

3. Closets

Repair Standard: Minimum Life: 5 Years

Existing bedroom closets shall be in good repair and have a clothes rod and shelf.

Replacement Standard: Minimum Life: 15 Years

New closets may be created if there is a significant lack of storage and the budget permits. New closets shall have a depth of 2' and include a shelf and clothes rod.

4. Interior Walls and Ceilings

Repair Standard: Minimum Life: 3 Years

All holes and cracks shall be repaired to create a continuous surface, and any deteriorated paint should be stabilized using lead-safe measures.

Replacement Standard: Minimum Life: 5 Years

Walls shall be plumb, ceiling level with a smooth finish on at least ½" gypsum. Additional reference: American Gypsum Association.

5. Kitchen Cabinets and Countertop

Repair Standard: Minimum Life: 3 years

Existing cabinets with hardwood doors and face frames may be repaired if in good condition. All cabinets shall be sound and cleanable.

Replacement Standard: Minimum Life: 20 Years

New kitchen cabinets shall have hardwood doors and face frames. There shall be a minimum of 10 lineal feet of post-formed countertop with corresponding base cabinets and wall cabinets.

Electric

1. Service

Repair Standard: Minimum Life: 10 Years

Main distribution panels shall have a main disconnect, at least seven circuits, a 100 amp minimum capacity and be adequate to safely supply power to all existing and proposed electrical devices.

Replacement Standard: Minimum Life: 15 Years

100 amps, main disconnect panel with at least 16 circuit breaker positions.

2. Exterior Electric

Repair Standard: Minimum Life: 7 Years

All entrances shall be well lit and either switched at the interior side of the door or the light shall be controlled by a photoelectric cell.

Replacement Standard: Minimum Life: NA

3. Interior Electric Distribution

Repair Standard: Minimum Life: 7 Years

Exposed knob and tube shall be replaced. Every room shall have a minimum of two duplex receptacles, placed on separate walls, and one light fixture or receptacle switch at each room entrance. Where the source wiring circuit is accessible (e.g., first floor above basements, in gutted rooms, etc.), receptacles shall be grounded. All switch, receptacle and junction boxes shall have appropriate cover plates. Wiring shall be free from hazard, and all circuits shall be properly protected at the panel. Floor receptacles shall be removed and a metal cover plate installed.

Replacement Standard: Minimum Life: 15 Years

When a room's wall finishes are removed, it shall be rewired to the latest version of the National Electric Code.

4. Ground Fault Circuits

<u>Repair Standard:</u> Minimum Life: 5 Years Non-functioning GFCIs shall be replaced.

Replacement Standard: Minimum Life: 10 Years

Kitchen counter, bathroom and laundry receptacles, within 6' of a sink, shall be replaced with a GFCI protected receptacle or a GFCI device.

5. Kitchen Electric Distribution

Repair Standard: Minimum Life: 10 Years

Existing receptacles, fixtures and switches are to be safe.

Replacement Standard: Minimum Life: 10 Years

Permanently installed stoves, refrigerators, freezers, dishwashers, disposals, washers and dryers shall have separate circuits sized to NEC.

6. Passage/Stairwell Lighting

Repair Standard: Minimum Life: 10 Years

Existing lights and switches in hallways, stairs and passages shall be operable and safe.

Replacement Standard: Minimum Life: 10 Years

All common halls and stairways between living space must be well lit with a fixture controlled by three-way switches at both ends of the hall or stairway.

7. Fire and CO Alarms

Repair Standard: Minimum Life: 5 Years

Existing fire, smoke and carbon monoxide alarms that meet code shall be repaired to operating condition.

Replacement Standard: Minimum Life: 7 Years

Directly wired smoke detectors are required on each sleeping floor and in all bedrooms. CO detectors are required with all fuel-burning furnaces and water heaters in sleep areas and on each floor level. Wireless smoke detectors may be used on rehabilitation projects only if approved by local Building Inspector and/or Fire Chief.

Plumbing System

1. Water Supply

Repair Standard: Minimum Life: 5 Years

The main shut-off valve must be operable and completely stop the flow of water to the house. All fixtures must be leak free and deliver sufficient cold water and, where applicable, hot water.

Replacement Standard: Minimum Life: 0 Years

All inoperable or leaky main shut off valves shall be replaced. Lead pipe and exposed galvanized pipe shall be replaced with copper, pex or equivalent.

2. Drain, Waste, Vent Lines

Repair Standard: Minimum Life: 3 Years

Waste and vent lines must function without losing the trap seal.

Replacement Standard: Minimum Life: 15 Years

PVC replacement lines shall be installed in accordance with the most recently approved version of the mechanical code.

3. Plumbing Minimum Equipment

Repair Standard: Minimum Life: 3 Years

Every dwelling unit shall have a minimum of one single bowl sink with hot and cold running water in the kitchen and at least one bathroom containing a vanity with a sink and a shower/tub unit, both with hot and cold running water, and a toilet.

Replacement Standard: Minimum Life: 15 Years

Additional References: Local housing code

4. Plumbing Fixtures

Repair Standard: Minimum Life: 3 Years

All fixtures and faucets shall have all working leak-free components.

Replacement Standard: Minimum Life: 15 Years

Single lever, metal faucets and shower diverters with 15-year, drip-free warranty. Ceramic toilets, double bowl stainless steel sinks for kitchen, composite sink for bathroom, fiberglass tub surrounds and fiberglass or steel enameled 5' tubs.

5. Water Heaters

Repair Standard: Minimum Life: 5 Years

Each dwelling unit shall have a working water heater. The minimum capacity for units with two bedrooms or less shall be 30 gallons; larger units shall have a minimum capacity of 40 gallons. Water heaters shall have pressure relief valves with drip legs that extend to within six inches of the floor.

Replacement Standard: Minimum Life: 8 Years

High efficiency, pilotless, gas or electric-fired water heaters with at least R-7 insulation and an eight-year replacement warranty.

HVAC

1. Heating System

Repair Standard: Minimum Life: 5 Years

Inoperative, hazardous or inefficient (less than 60% AFUE) heating plants shall be repaired and altered to perform at least 75% efficiency. Setback thermostats are required.

Replacement Standard: Minimum Life: 20 Years

Gas- and oil-fired plants shall be rated at 90% AFUE or better. Oil-fired boilers shall be rated 90% or better. Heat pumps shall be rated at 15 SEER or better. Setback thermostats are required.

2. Distribution System

Repair Standard: Minimum Life: 5 Years

Duct work and radiator piping shall be well supported and insulated in unconditioned space and adequate to maintain 68°F, measured 36" off the floor, when the outside temperature is the average yearly minimum, in all habitable and essential rooms.

Replacement Standard: Minimum Life: 25 Years

All ductwork shall be insulated to R-7, sealed at all seams with approved material.

3. Chimney Repair

Repair Standard: Minimum Life: NA

Unsound chimneys shall be repaired or removed. When chimneys are to be used for combustion ventilation, they shall be relined.

Replacement Standard: Minimum Life: NA

Fireplace flues may not be reconstructed in this program. Replacement furnace flues shall be metal double- or triple-walled recommended by the furnace manufacturer.

Revision Date: 9/12/2022



Clayette Zechmeister <zclay@tuscolacounty.org>

Book storage unit

1 message

John Bishop <jbishop@tuscolacounty.org> To: Clayette Zechmeister <zclay@tuscolacounty.org> Fri, Aug 26, 2022 at 1:40 PM

Please put me on the agenda for the next Commissioners' Meeting. I would like to ask for \$2,016.00 for a mobile book storage unit. Advantage Business Systems LLC contacted me in regards to it. It had been custom ordered by another county, which upon arrival decided they didn't need it. The original price was \$4,396.21. We will need to add 8 new roller shelves to replicate our existing book storage. They will sell the unit for \$1,500.00, with \$416.00 for the additional roller shelves, and a handling fee of \$100.00. More book storage is necessary as we restore the old books.



Clayette Zechmeister <zclay@tuscolacounty.org>

Ryker Maurer

Robert Baxter <rbaxter@tuscolacounty.org> To: Clayette Zechmeister <zclay@tuscolacounty.org> Tue, Sep 6, 2022 at 7:04 AM

We would like the BOC to approve the hiring of Ryker Maurer from Caro to fill an open corrections position. He has successfully passed a background/physical/drug test and will be starting a step 1.

Undersheriff Robert E. Baxter Tuscola County Sheriff Administration 420 Court St Caro, MI 48723

989-673-8161 ext 2225 Fax: 989-673-8164



The Center for Local, State, and Urban Policy



Gerald R. Ford School of Public Policy | University of Michigan

MPPS Policy Brief

Statewide survey finds a majority of Michigan local governments experiencing harassment or other abuse

By Natalie Fitzpatrick, Debra Horner, and Thomas Ivacko

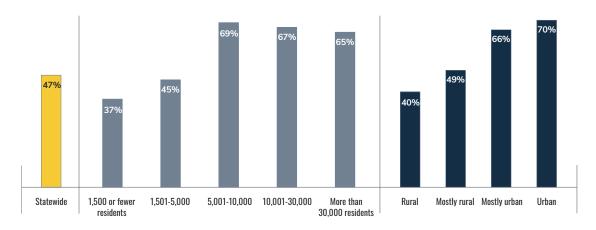
Michigan's top local officials report personally experiencing harassment themselves over last few years

Statewide, 47% of Michigan's top elected and appointed local officials from counties, cities, townships, and villages report personally experiencing online or in-person harassment over the last few years as part of their role in local government, including disrespectful or hostile comments, graphic language or slurs, shouting, and rude or aggressive gestures (see *Figure 1*). Harassment is even more common in jurisdictions with more than 5,000 residents, where about two-thirds of top officials report such problems. Meanwhile, officials from urban or mostly urban jurisdictions are significantly more likely to report harassment than those from rural places, though four in ten rural leaders report these problems as well.

Local officials are less likely to report being subjected to actual threats (15% of jurisdictions statewide), or violent actions such as destruction of property or physical assault (3%). However, in the largest jurisdictions—those with more than 30,000 residents—one-third (33%) report experiencing threats and 7% report violent actions.

Statewide, top officials from 50% of jurisdictions say they have not personally experienced any harassment, threats, or violence as part of their role in local government.

Figure 1
Percent of jurisdictions where top officials report experiencing harassment over the last few years as part of their role in local government, by population category and urban-rural self-identification



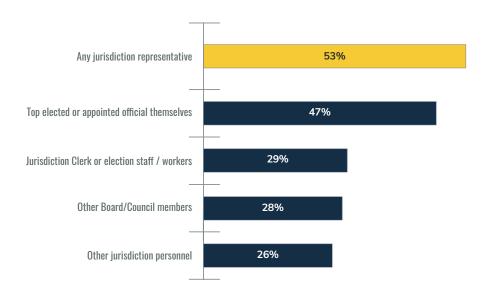
Outright majority report abuse such as harassment, threats, or even violence against at least one member of their local government

The chief elected and appointed leaders are not the only ones subject to abuse as part of their role in local government. Statewide, a significant proportion of MPPS survey respondents are also aware of abuse perpetrated against <u>other</u> individuals within their local government. This may involve harassment, threats, or even violence, including destruction of property. As shown in *Figure 2*, these include reports of abuse against the County, City or Township Clerk, their election staff, or other election workers (29%), other members of their Board or Council (28%), and other jurisdiction employees or volunteers (26%). Meanwhile, 16% are unsure of abuse towards other jurisdiction representatives beyond themselves.

Overall, officials from 53% of jurisdictions report harassment, threats, or violence against <u>any</u> members of the local government, including themselves.

Figure 2

Percent of jurisdictions reporting various members of the local government that have experienced harassment, threats, or violence over the last few years as part of their role in local government



Note: responses for "none" and "don't know" are not shown; responses from village officials not included in calculation for election staff/workers as villages in Michigan do not administer elections; the calculation for election staff includes both self-reports from clerks themselves and reports from other respondents.

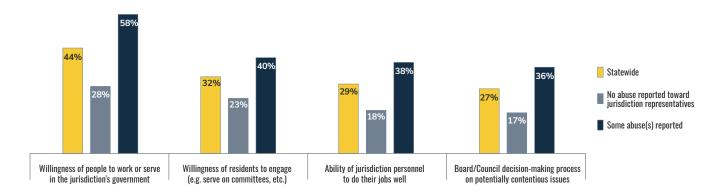
Most Michigan jurisdictions report negative impacts from general climate of harassment and threats

Officials from 44% of Michigan local governments report negative impacts from the worsening political climate on the willingness of people to work or serve in the jurisdiction's government (see *Figure 3*). Even in jurisdictions where officials do not report harassment, threats, or violence, more than a quarter (28%) say simply the possibility of abuse is having a negative effect.

Statewide, 32% also report that the climate of abuse toward local government personnel is having a negative impact on residents' civic engagement—such as speaking at meetings and serving on committees—including 23% in jurisdictions that have not reported harassment, threats, or violence. In addition, 29% of local leaders statewide say abuse affects the ability of jurisdiction personnel to do their jobs well, and 27% say it affects their Board's or Council's decision–making process on potentially contentious issues such as public health policy, local planning and zoning issues, and so on.

Overall, 53% of local leaders report that abuse has had at least one type of negative impact on their local government functions. This includes 70% of jurisdictions where some abuse has occurred in the last few years, but also 33% of jurisdictions where none is reported.

Figure 3
Percent of jurisdictions reporting negative impacts from harassment, threats, and violence on local government functions, by experience of jurisdiction personnel



Note: responses for "other," "none," and "don't know" not shown.

Survey Background and Methodology

The findings reported here come from the Michigan Public Policy Survey (MPPS), an ongoing census survey of all 1,856 general purpose local governments in Michigan conducted since 2009 by the Center for Local, State, and Urban Policy (CLOSUP) at the University of Michigan's Gerald R. Ford School of Public Policy. The program is a partnership with Michigan's local government associations. The Spring 2022 wave was conducted April 4 – June 6, 2022. Respondents include county administrators, board chairs, and clerks: city mayors, managers, and clerks: village presidents, managers, and clerks: and township supervisors, managers, and clerks from 1,327 jurisdictions across the state, resulting in a 71% response rate by unit. More information is available at https://closup.umich.edu/michigan-public-policy-survey/mpps-2022-spring.

See CLOSUP's website for the full question text on the survey questionnaire. Detailed tables of the data in this report, including breakdowns by various community characteristics, will be available at http://mpps.umich.edu.

The survey responses presented here are those of local Michigan officials, while further analysis represents the views of the authors. Neither necessarily reflects the views of the University of Michigan, or of other partners in the MPPS.



Regents of the University of Michigan

Jordan B. Acker Huntington Woods

Michael J. Behm Grand Blanc

Mark J. Bernstein

Paul W. Brown Ann Arbor

Sarah Hubbard Okemos

Denise Ilitch Bingham Farms

Ron Weiser Ann Arbor

Katherine E. White

Ann Arbor

Mary Sue Coleman (ex officio)





August 23, 2022

Tuscola County Board of Commissioners 125 W. Lincoln St. Caro, MI 48723

Re: Tuscola County Funding Allocations

Dear Board of Commissioners,

On behalf of the Village of Cass City, we extend our sincere appreciation of your support for both our Wastewater Treatment Plant Renovation Project, and economic development in our Village and County.

The \$250,000 Tuscola County allocation for our wastewater project is essential to the funding of the project and will also assist the Village as we seek other funding sources to demonstrate the collaboration in our region for critical infrastructure.

The \$500,000 Tuscola County allocation to the Tuscola County Economic Development Corporation will provide businesses in Tuscola County with much needed assistance. We are grateful that our businesses will have an opportunity to apply for funding.

Cass City recognizes your support, sharing of resources, and working with other local governmental units and community stakeholders to grow and improve Tuscola County.

The Village of Cass City commends your leadership and fiscal awareness of the challenges faced in our region. Thank you for your assistance and the funding that will help Cass City and Tuscola County prosper.

Sincerely,

Dan Delamarter Village President

Cc: Village Council

Debbie Powell Village Manager

This institution is an equal opportunity provider and employer.



Legislative Update 9-9-22

WRITTEN BY <u>DEREK MELOT</u> ON SEPTEMBER 9, 2022. POSTED IN <u>BLOG</u>, <u>EVENTS</u>, <u>LEGISLATIVE</u>, <u>MAC NEWS</u>, <u>MARKETING</u>, <u>NACO</u>

Massive reform of county revenue sharing introduced

Legislation to increase county revenue sharing and protect it from the annual appropriations process is now before the Michigan Legislature.

Introduced by Sen. Wayne Schmidt (R-Grand Traverse), Senate Bills <u>1160</u> and <u>1161</u> earmark 10 percent of the state's sales tax for deposit each year into a new "Revenue Sharing Trust Fund." Money in the fund has to be sent out each year, so the state can't divert the dollars into its General Fund for other uses.

In addition, the bills require that 50 percent of that 10 percent be distributed to counties, with the other half going to cities, villages and townships in accordance with the distribution methodology in the FY23 budget

GO OUT

Sen. Wayne Schmidt finalizes paperwork to file legislation for a massive reform of county revenue sharing in Michigan.

(except for Emmet County, the last county back in the state revenue sharing formula, which would be treated as if it was a full year).

If enacted, counties could see an increase of at least 43 percent on their current revenue sharing dollars in the first year. Additional increases would be based on the growth of the state's sales tax.

The bills, **developed by MAC** in consultation with Schmidt and others, have been referred to the Senate Appropriations Committee. Page 132 of 142

In the coming weeks, MAC will be sending out a digital advocacy campaign link and additional talking points for counties to use when reaching out to their legislators in support of these bills.

For more information on this issue, contact Deena Bosworth at bosworth@micoounties.org.

Opioids payment notice is out; review your document carefully

Counties will soon receive their first payment from the national Opioid Distributor Settlement. On Sept. 7, the notice regarding Payment 1 of the <u>Opioid Distributor</u> settlement was sent to local governments.

Please note, however, that this notice reflects only Payment 1 of the Opioid Distributor Settlement and does not include any funds from the Janssen Distributor Settlement. A separate notice will be sent regarding the Janssen funds.



Once counties have received the notice for Payment 1, they must take action as provided in the notice to receive payment as soon as possible.

BrownGreer, the national settlement administrator for both settlements, is responsible for providing notice to counties for settlement payments. This notice is crucial to receiving payment and outlines the <u>Michigan State-Subdivision Agreement</u>, how to receive payment, how to reallocate payment and information regarding the <u>Special Circumstance Fund</u>.

The Special Circumstance Fund provides additional opioid abatement funding to address a special circumstance of the opioid epidemic that was not addressed by the <u>original calculations</u> for local government's allocation percentage. Counties are eligible to apply to the Special Circumstance Fund by Oct. 28. In addition to applying to the Special Circumstance Fund, counties have the right to dispute the calculation of the payment they will receive within 21 calendar days of receiving their settlement payment notice.

For more information on this issue, contact Samantha Gibson at Gibson@micounties.org.

Solar PILT bills receive Senate hearing

Legislation to create an optional structure for the taxes levied on solar facilities in Michigan received a hearing this week before the Senate Committee on Energy and Technology.

After years of participation on workgroups to ensure local options, a stable funding source, appropriate zoning considerations and adequate local



reimbursements, MAC has taken a neutral position on the legislation.

Senate Bills <u>1106</u> and <u>1107</u>, by Sens. Curt VanderWall (R-Mason) and Kevin Daley (R-Lapeer), would allow for the creation of solar energy districts by local municipalities after a mandatory public hearing. Subsequently, solar energy developers could apply for an exemption from local property taxes and instead pay a flat rate of \$7,000 per megawatt of nameplate capacity for the proposed solar energy facility, instead of ad valorem property taxes. The payment would be locked in for 20 years and distributed based on the proportions of normal taxes that would have been paid to each taxing unit.

An additional financial incentive would be offered for developers that choose to site their facilities on brownfield properties, in opportunity zones, as a secondary use on already improved real property (i.e., roof tops) or on state-owned property. In such cases, the reimbursement rate would be \$2,000 per megawatt of nameplate capacity.

The impetus behind the legislation is twofold. First, this methodology for compensating locals for lost taxes will provide financial predictability for the developers and the locals, hopefully avoiding the same problems we have had with the challenges to the evaluation of wind turbines. Second, the rate and process should serve as incentives for developers to build more renewable energy facilities in the state.

For more information on this issue, contact Deena Bosworth at bosworth@micounties.org.

Counties can again apply for rural broadband funds

Applications are now open for another round of funding for rural broadband through U.S. Department of Agriculture's Rural Utility Service program, ReConnect.

Eligible applicants can apply through the Rural Utilities Service portal by <u>clicking here</u>. The application deadline is Nov. 2.



Privacy - Terms

The ReConnect Loan and Grant Program furnishes loans and grants to provide funds for the costs of construction, improvement or acquisition of facilities and equipment needed to provide broadband service in eligible rural areas.

Award funds may be used to pay for the following costs:

- To fund the construction or improvement of facilities required to provide fixed terrestrial broadband service.
- To fund reasonable pre-application expenses.
- To fund the acquisition of an existing system that does not currently provide sufficient access to broadband (eligible for 100 percent loan requests only).

Only projects that USDA determines to be financially feasible and sustainable will be eligible for an award. An eligible project must demonstrate a positive ending cash balance as reflected in the cash flow statement for each year of the forecast period and demonstrate positive cash flow from operations by the end of the forecast period. Eligible projects must also meet at least two of the following requirements: a minimum Times Interest Earned Ratio (TIER) requirement of 1.2, a minimum Debt Service Coverage Ratio (DSCR) requirement of 1.2, and a minimum Current Ratio of 1.2.

Page 134 of 142



4675 Hill Street Cass City, MI 48726

989-872-2121

www.hdghmi.org

September 1, 2022

Thomas Bardwell Board of Commissioners - District 2 Tuscola County Purdy Building 125 W. Lincoln Street Suite 500 Caro, MI 48723

Dear Thomas:

This is a follow-up to my letter on August 3, 2022 regarding the Transportation Summit, sponsored by Hills and Dales Healthcare.

Please join me for a dialog on transportation within Tuscola County, Michigan. Acknowledging that we have some limited transportation availability through entities like Thumbody Express, the overall access to transportation services is limited.

If you have attended any of the various social and public organizational meetings, you will hear the consistent theme that lack of access to public transportation disproportionally harms those who rely on it, including older adults, individuals with disabilities, and lower-income workers.

The problem is certainly complex regarding access, convenience, and the cost of transit. It is a problem that impacts our seniors, schools, healthcare, and many social services.

The summit's goal is to pull together the various stakeholders, determine what a transportation solution might look like, and propose options to fund it in the future.

Will you attend?

Transportation Summit

Sponsored by Hills and Dales Healthcare
November 10th, 9:00 A.M.
Hills and Dales Corporate Services (previously Baker College)
6667 Main Street
Cass City, MI 48726

Breakfast and Lunch will be provided.

Please R.S.V.P by November 4, 2022, to Stephane Langenburg at: slangenburg@hillsanddales.com or call 989-912-6275

Sincerely,

Andrew Daniels President and CEO



GRETCHEN WHITMER

STATE OF MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES LANSING

ELIZABETH HERTEL
DIRECTOR

September 1, 2022

Dear Family Court Judges, Family Court Administrators and County Treasurers:

The Youth Rehabilitation Services Act, MCL 803.301 et seq., requires that the department "prescribe the liability of counties for the cost of services for state wards." The department has determined that the attached rates will be effective for calendar year 2023, effective January 1, 2023. These rates shall remain in effect until the next scheduled revision in 2024.

Each county will continue to be charged one-half of the appropriate per diem costs for care provided to a state ward. There is no chargeback for Title IV-E funded youth placements.

The department is making every effort to contain the cost of care for youth placed in State facilities while ensuring the provision of quality care. Medical costs incurred for individual youth that are over and above routine medical care will continue to be billed directly and are not included in the per diem cost. Routine medical care consists of services such as routine physical exams, dental exams, first aid and over the counter medications for common ailments. Any non-routine medical costs for an individual youth will be billed to the county court with jurisdiction over the youth's commitment to Michigan Department of Health and Human Services under the Youth Rehabilitation Services Act. This practice is consistent with MCL 803.305(1), which requires that "the county from which the public ward is committed is liable to the state for 50 percent of the cost of his or her care". Attributing non-routine medical costs to the county of commitment will help lower the daily cost for all youth and assign additional medical costs only to the youth in need of such services.

If you have any questions regarding the chargeback rates, please contact Derrick McCree, Division of Juvenile Justice, Director, at (517) 335-3489.

Sincerely,

Duick R. M. CRCL

Derrick McCree

Director, Division of Juvenile Justice, Children's Services Agency

Attachment

cc: MDHHS Local Office Directors

STATE WARD CHARGEBACK RATE

Calendar Year 2023

PROGRAM	COST PER CHILD PER DAY	CHARGEBACK RATE NON-TITLE IVE
Shawono	\$320.73	\$160.36
Bay Pines	\$361.09	\$180.54
Foster Family Hor	mes	\$12.14

Note: Care for state wards placed in private child care institutions and county detention facilities will be charged at one-half the actual amount paid.



DEPARTMENT OF THE AIR FORCE

Air Force Civil Engineer Center Joint Base San Antonio Lackland Texas

August 24, 2022

David Martin AFCEC/CZN, Program Manager 2261 Hughes Avenue, Suite 155 Joint Base San Antonio Lackland, TX 78236-9853

MEMORANDUM FOR

Federal, State, and Local Public Agencies

Interested Parties
Members of the Public

Libraries

Subject: Proposed Foreign Military Sales (FMS) Beddown Pilot Training Center (PTC) at Ebbing Air National Guard (ANG) Base, Arkansas (AR) or Selfridge ANG Base, Michigan (MI)

Notice of Draft Environmental Impact Statement Availability

Pursuant to the *National Environmental Policy Act* of 1969 (NEPA), as amended, the *Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA*, and the U.S. Air Force's (DAF) procedures for implementing NEPA (32 CFR Part 989, *Environmental Impact Analysis Process*), the Department of the Air Force (DAF) has prepared a Draft EIS for public review that analyzes the potential environmental consequences associated with the proposal to establish an FMS PTC. The Draft EIS addresses two alternative locations: Ebbing ANGB, AR (the Preferred Alternative) or Selfridge ANGB, MI (Alternative 2). The DAF is the lead agency for the Proposed Action and is responsible for the scope and content of the EIS. The Federal Aviation Administration (FAA) is serving as a Cooperating Agency because the scope of the Proposed Action involves activities under their jurisdiction by law and for which they have special expertise. FAA's authorities and special expertise is based on its statutory responsibilities under the Airport and Airway Improvement Act of 1982 (49 United States Code [U.S.C.] Section [§] 47101) and Section 163 of the 2018 FAA Reauthorization Act.

The DAF's Proposed Action would establish a permanent FMS PTC to accommodate up to 36 aircraft (24 F-35 aircraft and 12 F-16 aircraft) utilizing existing facilities to the maximum extent practicable to meet FMS requirements. Both the Preferred Alternative and Alternative 2 would include the beddown of F-35 and F-16 aircraft; use of respective airfields and airspace; military construction projects; facilities sustainment, restoration, and modernization projects; and personnel increases. The number of personnel at each location would increase under the Preferred Alternative and Alternative 2. The beddown would not require changes to airspace configuration to support the Preferred Alternative or Alternative 2. The EIS analyzes the impacts associated with implementation of the Preferred Alternative and Alternative 2, as well as the No Action Alternative.

The Draft EIS is available for download at **www.FMSPTCEIS.com**. Electronic copies of the document are also available at local libraries; the website provides a list of local libraries where the document is available.

Libraries are requested to maintain received hard copies and CDs/DVDs on site in an area easily accessible to the public until the close of the public comment period – October 17, 2022.

Request for Comments

The DAF requests comments from interested local, state, and federal agencies; federally recognized tribes; and interested members of the public. Comments on the Draft EIS can be submitted verbally at the public hearings (see below), and written comments on the Draft EIS can be submitted electronically at **www.FMSPTCEIS.com** (preferred method) or via postal mail at the address below. For further information, please contact:

FMS PTC EIS Project Manager AFCEC/CZN 2261 Hughes Avenue, Suite 155 JBSA Lackland, TX 78236-9853 FEDEX / UPS Deliveries: FMS PTC EIS Project Manager AFCEC/CZN 3515 S General McMullen, Suite155 San Antonio, TX 78226-2018

We will accept comments at any time during the environmental process. Written and oral comments will be given equal weight; however, to ensure the Air Force has sufficient time to consider public input in preparation of the Final EIS, please submit comments by October 17, 2022.

Mailed submissions must be unbound, no larger than $8\frac{1}{2}$ by 11 inches, and suitable for copying and electronic scanning. The format of electronic submissions should also be no larger than $8\frac{1}{2}$ by 11 inches. If you mail your submissions and want to know when it reaches its destination (i.e., the address in Texas noted above), please include a stamped, self-addressed post card or envelope.

Regardless of the method used for submitting comments, all submissions will be posted without change to the project website (http://www.FMSPTCEIS.com) and will include any personal information you provide. Therefore, submitting this information to the website makes it public. You may wish to read the Privacy and Use Notice that is available on the project website.

Notification of Public Hearings

As part of the ongoing public involvement process associated with NEPA, the DAF will be holding public hearings to receive public comments on the environmental impacts of the proposed action presented in the Draft EIS. Verbal comments will be accepted at the hearings; your input is valuable and assists the DAF in making more informed decisions. The DAF will host three public hearings on the following dates:

- Wednesday, Sept. 21, 2022 6 p.m. to 8 p.m. (Central) at a location near Ebbing ANGB, AR
- Wednesday, Sept. 28, 2022 6 p.m. to 8 p.m. (Eastern) at a location near Selfridge ANGB, MI
- Wednesday, Oct. 5, 2022 5 p.m. to 7 p.m. (Central) / 6 p.m. to 8 p.m. (Eastern) virtually

Interested parties need to register to attend a public hearing and sign up to provide an oral comment. To register, please visit **www.FMSPTCEIS.com**. Pre-registration is required for all meetings to comply with the Secretary of the Air Force COVID mitigation guidance. Meeting locations, links and instructions will be distributed after registering and prior to all public hearings. If unable to pre-register online for a hearing, you may call your local base Public Affairs office to register:

- Ebbing ANGB Public Affairs: (479) 573-5323
- Selfridge ANGB Public Affairs: (586) 239-4735

Both the in-person hearings and the virtual hearing will begin with a 30-minute presentation regarding the proposed action and environmental impacts, followed by a 30-minute open house session. The last hour of the meeting is set aside for an official oral comment session, where participants can provide oral

comments for the record regarding the environmental impacts of the proposed action (up to three minutes in length).

The material presented at the public meetings, received comments, and associated documentation, as well as the Final EIS (when published) will be made available for viewing at http://www.FMSPTCEIS.com.

For further information, please contact the FMS PTC EIS project manager at the address above. Sincerely,

MARTIN.DAVI Digitally signed by MARTIN.DAVID.1200730158 D.1200730158 Date: 2022.08.1911:51:08 -05'00'

David Martin AFCEC/CZN

JACKSON COUNTY BOARD OF COMMISSIONERS

RESOLUTION 08-22.24 A Resolution Rejecting Private Money for Funding Elections

The Board of Commissioners of the County of Jackson, State of Michigan, states:

Whereas, Jackson County through the Board of Commissioners has the authority to accept or reject proposed donations or grants to the County in the form of cash, personal property, and real property;

Whereas, funding and managing elections has always been a government function; and

Whereas, private organizations are not subject to the same laws as public institutions, they are not required to hold public hearings, cannot be monitored via freedom of information requests and other mechanisms of administrative and financial transparency, are not subject to the normal checks and balances of the governmental process, and are not accountable to citizens if the public disapproves of their actions.

Therefore, be it Resolved, the Jackson County Board of Commissioners:

- 1. Affirms that funding and managing elections is a government function, not a private function;
- 2. Shall not approve or accept donations or grants of private money or personal or real property to the County for use or purposes of funding and managing elections; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Gretchen Whitmer, the Speaker of the Michigan House of Representatives, Senate Majority Leader Mike Shirkey, Representative Julie Alexander, Representative Sarah Lightner, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan

James E. Shotwelt, Jr., Chairperson Jackson County Board of Commissioners August 23, 2022

Page 141 of 142

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda L. Kirkpatrick, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on August 23, 2022 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976; and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda L. Kirkpatrick, County Clerk/Register of Deeds