



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, May 28, 2026 - 8:00 AM

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

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

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

Page

Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 5 - 10
[Board of Commissioners - 11 May 2026 - Minutes - Pdf](#)

Brief Public Comment Period for Agenda Items Only

Consent Agenda - NONE

New Business

1. Safebuilt New Building Inspector Introduction and Report - Daryl Hunt, Building Official
2. 2025 Materials Management Planning Program Grant Amendment - Mike Miller, Interim Administrator 11 - 14
[2025 MMP Grant Amendment](#)
3. 2026 Drone Replacement - Ryan Robinson, Sheriff 15 - 25

[2026 Drone Replacement](#)

4. Request from Mosquito Abatement Director to Hire Robin Kuberski - Larry Zapfe, Mosquito Abatement Director. 26
[Request to Hire Robin Kuberski](#)
5. New Hire Request to Fill a Vacant Dispatcher Position - Mike Miller, Interim Administrator

Old Business

1. Amendment to Motion 2026-M-2026 Regarding the Wage Amount for Philip Fulks the New Michigan Indigent Defense Counsel (MIDC) - Mike Miller, Interim Administrator
2. Request for a Commissioner to attend the Declaration of Independence Reading July 8 on the Courthouse Lawn - Nancy Barrios
3. Draft Medical Examiners Contract for Commissioners Review - Mike Miller, Interim Administrator. 27 - 43
[Tuscola County - 2026 ME Agreement - DRAFT](#)

Correspondence/Resolutions

1. Mecosta County Resolution 2026-09 44 - 45
[Mecosta County Resolution 2026-09](#)
2. Michigan Public Service Commission Hearing - i3 Broadband, LLC 46
[i3 Broadband LLC Notice of Hearing](#)
3. Michigan Public Service Commission Hearing - Birch Valley Solar, LLC 47 - 48
[Birch Valley Solar LLC Notice of Hearing](#)

Commissioner Liaison Committee Reports

Barrios

County Road Commission Liaison
Great Start Collaborative
Human Services Collaborative Council (HSCC)
MAC Agricultural/Tourism Committee
Parks and Recreation Commission
Saginaw Bay Coastal Initiative
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

NACo Rural Action Caucus (RAC)

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

Lutz

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Human Development Commission Board of Directors Liaison

Jail Planning Committee

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard
Multi-County Recycling Committee
Local Units of Government Activity Report

Koch

Dispatch Authority Board
Genesee Shiawassee Thumb Works
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Recycling Advisory
Local Units of Government

Other Business as Necessary

Extended Public Comment

Adjournment

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



MINUTES

Board of Commissioners

Meeting

8:00 AM - Monday, May 11, 2026

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

Commissioner Vaughan called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Monday, May 11, 2026, to order at 8:00 AM local time.

Prayer - Commissioner Koch

Pledge of Allegiance - Commissioner Vaughan

Roll Call - Clerk Fetting

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

Commissioners Absent: Nancy Barrios

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Mike Miller, Jordan Wade, Sheriff Ryan Robinson, Tanya Pisha, Karly Creguer, Alisha Proctor

Also Present Virtual: Tracy Violet, Carrie Tabar, Mitch Davies, Angie Daniels, Angie House, Debbie Babich, Shelly Lutz, Tom McLane, Tricia Sharp, Laura Boyke-Hawes, Treasurer Ashley Bennett, Bonnie Fackler, Cindy Hughes, Judy Cockerill, Drain Commissioner Dara Hood, Cody Horton, Matthew Sexton, Samuel Putnam, Barry Lapp, Cindy McKinney-Volz, Echo Torrez, Shelby Austin, Daniel Lisowski

At 8:10 a.m., there were a total of 28 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2026-M-109

Motion by Matt Koch, seconded by Bill Lutz to adopt the agenda as amended. Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2026-M-110

Motion by Bill Lutz, seconded by Matt Koch to adopt the meeting minutes from the April 30, 2026 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda -

None

New Business

1. Resolution 2026-09 Honoring Staff Sergeant Terry Patrick Richardson - Commissioner Vaughan read the resolution in recognition of Sergeant Richardson.

2026-M-111

Motion by Bill Lutz, seconded by Matt Koch to approve and place on file Resolution 2026-09 Honoring Staff Sergeant Terry Patrick Richardson.

Yes: Thomas Bardwell, Kim Vaughan, Bill Lutz, and Matt Koch

Absent: Nancy Barrios

Motion Carried.

Clerk Fetting excused at 8:14 a.m.

2. Michigan State University Extension (MSUe) 2025 Annual Report - Karly Creguer, District 10 Director, reviewed the Tuscola County 2025 Annual Report, along with the services they offer.

2026-M-112

Motion by Matt Koch, seconded by Bill Lutz to approve and place on file the Michigan State University Extension 2025 Annual Report. Motion Carried.

3. Prosecutor's Office Request to Hire Gabrielle Sheets - Mike Miller, Interim Administrator, requested to hire Gabrielle Sheets as a full-time Law Clerk at Step 0. The anticipated start date is on or before May 13, 2026, pending background, drug screen and physical.

2026-M-113

Motion by Bill Lutz, seconded by Matt Koch to approve the request from Erica Walle, Prosecuting Attorney, to hire Gabrielle Sheets full-time as a Law Clerk at Step 0 for \$51,250.00 annually to fill one of the vacant Assistant Prosecutor positions in the Prosecutor's Office. To begin on or around May 13, 2026, contingent upon favorable background check, drug screen and physical. Motion Carried.

4. Consideration to Authorize the L-4029 Tax Rate Request for the 2026 Summer Tax Levy -
Angie Daniels, Equalization Director, requests authorization to approve the L-4029 Tax Rate for the 2026 Summer Tax Levy.

2026-M-114

Motion by Matt Koch, seconded by Bill Lutz to approve and place on file the 2026 Tuscola County L-4029 Summer Property Tax Levy as presented by Angie Daniels, Equalization Director. Motion Carried.

5. General Fund Budget Amendments Request -
Connie Keinath, Chief Accountant, requested to approve the General Fund Budget Amendments as included in the agenda packet.

2026-M-115

Motion by Matt Koch, seconded by Bill Lutz to approve the General Fund Budget Amendments as presented. These amendments correct budgeted revenues and expenses to reflect actual amounts received or expended, which includes an increase in the use of budgeted fund balance of \$25,472.06. Motion Carried.

6. Special Fund Budget Amendments Request -
Connie Keinath, Chief Accountant, requested to approve the Special Fund Budget Amendments as included in the agenda packet.

2026-M-116

Motion by Bill Lutz, seconded by Matt Koch to approve the Special Fund Budget Amendments as presented. These amendments correct budgeted revenues and expenses to reflect actual amounts received or expended. Motion Carried.

7. Tuscola County Parks and Recreation Commission Recommendation for Park Host -
Mike Miller, Interim Administrator, requested that Charles Militello, Jr. be approved as the Park Host for Vanderbilt Park.

2026-M-117

Motion by Bill Lutz, seconded by Matt Koch that Charles Militello Jr. be approved as the Park Host for Vanderbilt Park, per the recommendation of the Tuscola County Parks and Recreation Commission. This appointment is covered under the Park Host Contract previously approved by our legal counsel, with a start date of May 12, 2026. Charles is an independent contractor and is not entitled to any Tuscola County benefits. All necessary signatures are authorized. Motion Carried.

Old Business

1. Economic Development Corporation (EDC) Request for Authorization to Apply and Administer USDOT Safe Streets and Roads for All Grant -
Alisha Proctor, EDC Director, reported she met with the Tuscola County Road Commission and they are not interested in partnering with Tuscola County on the Safe Street Grant. Alisha requested that Tuscola County move forward with applying for the Safe Street Grant.

2026-M-118

Motion by Kim Vaughan, no support provided, to approve the Tuscola County Economic Development Corporation (EDC) to apply for and administer a Federal Transportation Safety Planning Grant through the USDOT Safe Streets and Roads for All program. This grant will be used for the development of a countywide roadway safety action plan. The grant amount is \$450,000.00 and is a reimbursement grant. There is a 20% County match of \$90,000.00 required. The county match will be drawn from the general fund balance and spread over three years; no additional County fund is required. As this is a reimbursement grant, funds will be returned to the EDC. All necessary budget amendments and signatures are hereby authorized. Motion failed due to lack of support.

Commissioner Bardwell discussed his reason for not voting for the Safe Street Grant.

Correspondence/Resolutions

None

Commissioner Liaison Committee Reports

Bardwell

None

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

Barrios - Absent

Mike Miller, Interim Administrator, reported on behalf of Commissioner Barrios.

- County Road Commission Liaison
- Barrios will be attending the Road Commission supervisor's meeting on June 11, 2026 at the Brentwood.

Road Commission is still open to meeting with 2 of the Commissioners.

- Great Start Collaborative
- Human Services Collaborative Council (HSCC)

MAC Agricultural/Tourism Committee
Parks and Recreation Commission
Saginaw Bay Coastal Initiative
Local Units of Government Activity Report

Vaughan

None

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

Lutz

None

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

Koch

None

Dispatch Authority Board

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

Other Business as Necessary

None

Extended Public Comment

None

Adjournment

2026-M-119

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 9:20 a.m.
Motion Carried.

Jodi Fetting
Tuscola County Clerk, MCCO

Tanya Pisha
Tuscola County Deputy Clerk

DRAFT



EGLE Tracking Code/Project Number: 25*4149
Division/Office: MMD
Amendment Request Number: 1

**AMENDMENT TO THE MATERIALS MANAGEMENT PLANNING PROGRAM GRANT
AGREEMENT BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND
TUSCOLA COUNTY
(Authorization by 1994 PA 451)**

This Amendment modifies the Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy (hereafter “State”), formerly the Michigan Department of Environmental Quality, and the Tuscola County (hereafter “Grantee”) signed by the State on 8/15/2025, for the MMP-Tuscola-Thumb. This Amendment does not take effect until signed by both parties.

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

PROJECT SCOPE (WORK PLAN)

The State and the Grantee agree to the following change in scope of work or work plan.

Additional deliverables for the project are as follows:

- Purchase and install a Closed End Baler
- Relocate three (3) balers already on site
- Convert the existing balers for cold weather operation

CONTRACT PERIOD (END DATE)

There is no Agreement period change.

COMPENSATION (BUDGET)

The State and Grantee agree to the budget modifications described below.

Tuscola County is requesting to increase the grant amount from \$9,876.00 to \$93,516.00.

The grantee will utilize a per diem rate of \$50 per meeting for the Materials Management Board Member Meetings outlined in their work program. This is captured in the Travel line of the budget.

The increase is as follows:

- Salary and Benefits: \$5,500.00
- Contractual: \$3,750.00 (no change)
- Equipment: \$77,340.00
- Supplies: \$126.00 (no change)
- Travel: \$5,800.00
- Other Direct Costs: \$1,000.00 (no change)

AUTHORIZED SIGNATURES

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature _____
Date

Name/Title

FOR THE STATE:

Signature _____
Date

Tracy Kecskemeti, Division Director, MMD

Name/Title

JK



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
MATERIALS MANAGEMENT DIVISION
MATERIALS MANAGEMENT PLANNING PROGRAM
FINANCIAL STATUS REPORT

Grantee / Vendor Name: Tuscola County

Vendor Number: CV0048120

Project Name: MMP-Tuscola-Thumb

Grant Given Number: 25*4149

Contract Date From: 3/20/2025 To: 12/7/2026

Contact Name: Erica Dibble Contact Number: 989-672-3700

Contact Email: edibble@tuscolacounty.org

Category	Category Number	Approved Budget	Proposed Changes	Revised Project Grant Funds
Salary and Benefits	1	\$ 5,000.00	\$ 500.00	\$ 5,500.00
Contractual	2	\$ 3,750.00		\$ 3,750.00
Equipment	3	\$ -	\$ 77,340.00	\$ 77,340.00
Supplies	4	\$ 126.00		\$ 126.00
Travel	5	\$ -	\$ 5,800.00	\$ 5,800.00
Other Direct Costs	6	\$ 1,000.00		\$ 1,000.00
Category Subtotal		\$ 9,876.00	\$ 83,640.00	\$ 93,516.00
INDIRECT RATE				
	0%	\$ -	\$ -	\$ -
PROJECT BUDGET				
Total		\$ 9,876.00	\$ 83,640.00	\$ 93,516.00
MATCH BUDGET				
Total	0%	\$ -	\$ -	\$ -
GRANT BUDGET				
Total		\$ 9,876.00	\$ 83,640.00	\$ 93,516.00

Notes:



TUSCOLA COUNTY SHERIFF'S OFFICE

SHERIFF
Ryan Robinson

UNDERSHERIFF
Robert Baxter

420 Court Street
Caro, MI 48723

Phone:
(989) 673-8161

Fax:
(989) 673-8164

Website:
tuscolacounty.org/sheriff

MISSION STATEMENT:

The Tuscola County Sheriff's Office will serve the public by providing assistance, coordination, and delivery of law enforcement, corrections, and protection of people and property with respect to the constitutional rights of all citizens.

To: Board of Commissioners

From: Sheriff Robinson

Date: 05/20/26

Request to purchase a replacement DJI Matrice Drone from Seiler Instrument & Manufacturing Co. in the amount of \$32,960.

The Sheriff's Office is seeking to replace its existing drone, originally purchased in 2020 for \$29,060. In August 2025, the 2020 drone was being utilized during a fatal traffic crash flight mission when it collided with a telephone pole. The drone is no longer supported by the manufacturer and replacement repair parts are unavailable, making repair impractical.

Additional replacement quotations obtained include:

NOAR Technologies — \$36,931

Ohio Drone Repair — \$34,694

Motorola Solutions — \$52,998

The Michigan Municipal Risk Management Authority (MMRMA), claim number 2601693, was contacted and advised the drone is covered under the Other Property Coverage provision up to \$20,000. This results in a net replacement cost shortfall of \$12,960.

The Sheriff's Office is requesting authorization to transfer \$32,960 from the Road Patrol Fund Balance to Equipment & Repair account 207-309-932-000 for the initial purchase. Upon completion of the purchase, MMRMA reimbursement in the amount of \$20,000 is expected to be received and returned to the Road Patrol Fund, resulting in a net Road Patrol Fund impact of \$12,960.

Respectfully requested,

Ryan Robinson, Sheriff



Sales Quotation

Quote Number: 00122679

Tuscola SO (MI)
 Timothy Zube
 tzube@tuscolacounty.org
 (989) 673-8161 ext. 2231
 420 Court Street
 Caro, MI 48723

Date Issued: 04/24/26
Expiration Date: 05/24/26

Quantity	Part Number	Description	Unit Price	Subtotal
1.00	CP.EN.00000667.01	DJI Matrice 400	\$10,450.00	\$10,450.00
1.00	CB.202505163081	Matrice 400 TB100 Intelligent Flight Battery*3pcs	\$5,160.00	\$5,160.00
1.00	CP.EN.00000683.02	BS100 Intelligent Battery Station (General)	\$1,925.00	\$1,925.00
1.00	CP.EN.00000529.01	Zenmuse H30T	\$11,499.00	\$11,499.00
1.00	CP.EN.00000650.01	Zenmuse S1 Speaker Kit for M400	\$1,892.00	\$1,892.00
1.00	CP.EN.00000649.01	Zenmuse V1 Light Kit for M400	\$1,221.00	\$1,221.00
2.00	CP.EN.00000675.01	DJI Matrice 400 2510F Propeller	\$52.00	\$104.00
1.00	CP.EN.00000676.01	DJI Matrice 400 Gimbal Damper	\$16.00	\$16.00
2.00	CP.BX.000229	DJI WB37 Intelligent Battery	\$99.00	\$198.00
1.00	TS-DRONE	Seiler Drone Tech Support Agreement- 1 year (\$495 value) •Phone/E-mail support for one designated contact in your organization. •Toll-free number and dedicated e-mail address for direct contact to support technicians. NOTE: Does not include training services. •Priority response to support cases •If a repair is needed, a free loaner unit will be provided for first year. Subject to availability. •If a repair is needed, a half-price rental unit will be provided if unit is not under warranty. Seiler Instrument provides complimentary support on all of our products for any hardware-related issues that are covered under a current factory warranty or warranty extension.	\$495.00	\$495.00

Total Price: \$32,960.00

Regulatory and Compliance Disclaimer: It is the Customer's sole responsibility to ensure that the equipment, payloads, and software quoted herein comply with all applicable local, state, and federal regulations, including but not limited to **FAA Part 107**, state privacy laws, and federal procurement or operational restrictions (such as **FAR 52.240-1**). Seiler Instrument provides this equipment for general commercial use and does not provide legal or regulatory guidance regarding its eligibility for specific projects, grants, or federally funded contracts.

This is not an invoice: Applicable sales tax, customs duties, and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Notwithstanding any prices quoted in this Sales Quotation, the price of the goods and equipment identified herein shall be immediately increased upon the implementation of any new tariff, duty, tax, or similar governmental charge (collectively, "Tariff"), or modification of an existing Tariff, by any governmental authority that results in an increase in Seiler's cost of acquiring, producing, and/or delivering such goods and equipment. The price increase shall be in an amount equal to the increase in Seiler's cost of acquiring, producing, and/or delivering the goods and/or equipment attributable to the Tariff. Seiler shall provide you with written notice of the price increase as soon as practicable after the Tariff is instituted. Any such increase shall apply to all goods and equipment covered by this Sales Quotation that has not yet been delivered as of the date of the notice. If the elimination or reduction of a Tariff results in a decrease in Seiler's cost of acquiring, producing, and/or delivering such goods and equipment, Seiler shall reduce the prices of the goods and/or equipment in this Sales Quotation, so impacted by the decrease in Seiler's cost of the goods and/or equipment attributable to the elimination or reduction of the Tariff.



Sales Quotation

Quote Number: 00122679

Please Contact Us:

Mike Marquardt
9755 Airways Court
Franklin
WI, 53132
mmarquardt@seilerinst.com
Phone: (608) 720-9772
Cell:

Terms: Net 30 Credit Card Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

A 3.5% surcharge applies to all debit and credit card transactions, and a 5% surcharge applies to American Express (AMEX) payments.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the [Seiler Maximum Liability and Indemnification Agreement](#), version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____

PART I – LIMITED WARRANTY**Part I – Limited Warranty****Part II – GENERAL TERMS****Part III – Country/Region Specific Terms**

These DJI After-Sales Policies (these "Policies") only apply to DJI products (excl. DJI Dock) you purchased from DJI authorized retailers for your own use and not for resale. These Policies are available in other languages at <http://www.dji.com/service>. In the event of a conflict between different translations of these terms, the English version shall prevail. By using your DJI product, you agree to be bound by these Policies. If you are not eligible or do not agree to any of the Terms, do not use your DJI product. You may be entitled to a refund of your purchase of the Product if you return the inactivated Product in accordance with the Part II of these Policies.

What is Covered

Under this Limited Warranty, DJI warrants that each DJI product (excl. DJI Dock) that you purchase will be free from material and workmanship defects under normal use in accordance with DJI's published product materials during the warranty period. DJI's published product materials include, but not limited to, user manuals, safety instructions, specifications, in-app notifications, and service communications.

The warranty period for different products and parts vary, please check <http://www.dji.com/service> to verify the duration of the warranty for your particular product or part. The warranty period for a product starts on the day following the delivery date. If you cannot provide invoice or other valid proof of purchase, then the warranty period will start 30 days after the shipping date that shows on the product, unless otherwise agreed upon between you and DJI.

How to Obtain Warranty Service

If a product does not function as warranted during the warranty period, you may obtain after-sales service by contacting DJI's local service center as provided in Part III of these Policies or through <http://www.dji.com/support>. You will need to provide a valid proof-of-purchase, receipt or order number (for DJI Direct Sales) for the warranty service. Charges may apply for services not covered by this Limited Warranty. Please contact DJI for information specific to your location. Please note that the warranty service is only available in the respective DJI service regions where you purchased your DJI product.

What Will DJI Do

DJI will attempt to diagnose and resolve your problem by telephone, e-mail or online chat. DJI may direct you to download and install particular software updates. If your problem cannot be resolved over the telephone or through the application of software updates, you may be required to deliver the product to DJI for further examination. DJI will arrange for repair or replacement service at no cost if the problem falls under this Limited Warranty.

What These After-Sales Policies Do Not Cover

These policies do not cover the following:

- × Crashes or fire damage caused by non-manufacturing factors, including but not limited to, pilot errors.
- × Damage caused by unauthorized modification, disassembly, or shell opening not in accordance with DJI's official instructions or manuals.
- × Damage caused by improper installation, incorrect use, or operation not in accordance with DJI's official instructions or manuals.
- × Damage caused by an unauthorized service provider.
- × Damage caused by an unauthorized modification of circuits, mismatch, or misuse of battery and charger.
- × Damage caused by flights not following recommended instruction manuals.
- × Damage caused by operating the product in bad weather (i.e. strong wind, rain, sand or dust storm, etc.).
- × Damage caused by operating the product in a surrounding environment with electromagnetic interference (i.e. mining areas, areas with radio transmission towers or high-voltage power lines, wires nearby, substations, etc.).
- × Damage caused by operating the product in a surrounding environment with wireless interference (i.e. transmitters, video links, Wi-Fi devices, etc.).
- × Damage caused by operating the product at a weight greater than the safe takeoff weight as specified in the instruction manuals.
- × Damage caused by a forced flight when components have aged or been damaged.
- × Damage caused by a reliability or compatibility issue due to use of unauthenticated third-party parts.
- × Damage caused by operating the product with a defective battery or at low battery.
- × Uninterrupted or error-free operations on the product.
- × Loss of, or damage to, your data saved in your product.
- × Not provided flight logs which are used for accident data analysis.
- × Any software, whether provided with the product or installed subsequently.
- × Failures or damage caused by any third-party products, including the products or accessories provided or integrated into your product by DJI at your request.
- × Any technical or other support, such as assistance with "how-to" questions or inaccurate product set-up and installation.
- × Products or parts with an altered identification label or from which the identification label has been removed.

Limitation of Liability

When receiving service, DJI is responsible for loss or damage to your product only while it is in DJI's possession or in transit, if DJI is responsible for transportation. DJI is not responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product. DJI will not be liable for any failure or delay in performance due to causes beyond DJI's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe weather, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers,

omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). Under no circumstances, and notwithstanding the failure of essential purpose of any remedy set forth herein, shall DJI, its affiliates, suppliers, resellers, or service provider for any of the following even if informed of their possibility and regardless of whether the claim is based in contract, warranty, negligence, strict liability or other theory of third party claims against you for damages; 2) loss, damage or disclosure of your data; 3) special, incidental, punitive, indirect or consequential damages, including but not lost profits, business revenue, goodwill or anticipated savings. In no case shall the total liability of DJI, its affiliates, suppliers, resellers, or service providers for damage: cause exceed the amount of actual direct damages, not to exceed the amount paid for the product. The foregoing limitation does not apply to damages for bodily injury (including death), damage to real property or damage to tangible personal property for which DJI is liable under applicable law. As some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above limitation or exclusion may not apply to you.

Limitation Of Warranty

To the extent permitted by law, except as expressly provided in this limited warranty, DJI disclaims all warranties of any kind, whether statutory, express or implied, including implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; and (b) any warranty arising out of course of dealing or trade. The DJI entities do not warrant, except as expressly provided in DJI limited warranty, that the product, product accessories, or any portion of the product, or any material component will be uninterrupted, secure, or free of errors, viruses, or other harmful components.. Should such warranties cannot be disclaimed, DJI limits the duration and remedies of such warranties to the duration of this express warranty and, at DJI's option, the replacement services provided in this limited warranty. Some jurisdictions may prohibit a disclaimer of warranties and you may have other rights that vary from jurisdiction to jurisdiction

Your Other Rights

This Limited Warranty provides you with extra and specific legal rights. You may have other rights according to the applicable laws of your state or jurisdiction. You may have other rights under a written agreement with DJI. Nothing in this Limited Warranty affects your statutory rights, including rights of consumers under laws or regulations governing the sale of consumer products that cannot be waived or limited by agreement.

*Warranty period may vary according to local laws and regulations.

2236 North Cleveland Massillon Rd. Suite A
 Akron, OH 44333
 ohiodronerepair.com
 440-249-7266



Tuscola County Sherrif's Office
 420 Court Street
 Caro, MI, United States 48723

Quote # 10597
 Quote Date 03-19-26
Total \$34,694.00

Item	Description	Unit Cost	Quantity	Line Total
DJI Matrice 400	DJI Matrice 400 x 1 DJI RC Plus 2 Enterprise Enhanced x 1 DJI RC Plus 2 sub2G SDR Module x 1 DJI Matrice 400 2510F Propeller x 1 DJI Matrice 400 Gimbal Damper x 1 DJI Matrice 400 Carrying Case x 1 USB-C to USB-C Data Cable x 1 WB37 Battery x 1 E-Port V2 Rubber Port Cover x 2 Rubber Plug Screws (2x2) x 4 Screws and Tools x 1 Cleaning Tools x 1	\$10,950.00	1.0	\$10,950.00
Matrice 400 TB100 Intelligent Flight Battery*3pcs	NEW 3 Batteries	\$5,700.00	1.0	\$5,700.00
Zenmuse H30T Enterprise care Plus	H30T x 1 Lens cap x 1 microSD Card (64GB) x 1 Storage Case x 1 Lens Cleaning Cloth x 1	\$12,610.00	1.0	\$12,610.00
BS100 Intelligent Battery Station	Battery Station	\$1,900.00	1.0	\$1,900.00
Zenmuse S1	Spotlight	\$1,899.00	1.0	\$1,899.00
Zenmuse V1	Speaker	\$1,250.00	1.0	\$1,250.00
DJI Matrice 400 Dual Gimbal Connector	Gimbal Connector	\$385.00	1.0	\$385.00
Hoodman Launch / Landing Pad 5 Ft	Hoodman Launch Pad 5 Ft	\$139.00	0.0	\$0.00
Mobile Display Suitcase - 27"	-Portable 27" touchscreen display for field operations. -High 1000:1 contrast ratio for detailed UAV footage analysis. -Multi-interface options: Type-C, USB, HDMI, and display port. -Android 12 with 8GB RAM and 128GB storage for smooth multitasking.	\$1,299.00	0.0	\$0.00
2 Hours of in Person Training	Training & Setup \$149/Hr Originally \$298.00, less discount of 100%	\$0.00	1.0	\$0.00
2 Years of General Service	General Service \$449/Year Originally \$998.00, less discount of 100%	\$0.00	1.0	\$0.00

THIS A QUOTE

Subtotal	\$34,694.00
Tax	\$0.00
Estimate Total	\$34,694.00

Signed: _____

Date: _____



NOAR TECHNOLOGIES

NAVIGATE. CONNECT. INSPIRE.

Proposal

ADDRESS

Tuscola County Sheriff's Office
Attn: Sergeant Timothy Zube
420 Court St
Caro, MI 48723
tzube@tuscolacounty.org

SHIP TO

Tuscola County Sheriff's Office
Attn: Sergeant Timothy Zube
420 Court St
Caro, MI 48723
tzube@tuscolacounty.org

PROPOSAL # 030326-M400

DATE 03/03/2026

ACTIVITY	QTY	RATE	AMOUNT
<p>Signing this quote confirms your place on our pre-order list. All pricing is subject to change. Due to the ongoing tariff changes final price MSRP may be adjusted prior to delivery</p>			
<p>Matrice 400 - IP55 Rating, Operates from -20 C To 50 C - Power-Line-Level Obstacle Sensing With LiDAR and mmWave Radar - O4 Enterprise Enhanced Transmission With Dual Cellular Dongle 2 and sub2G Channels Support - Airborne Relay Video Transmission for Over-Mountain Operations - Fusion Positioning - Visual and Thermal Imaging Model Detection - AR Projection of Maps, Power Lines, and Return Paths - Real-Time Manual Terrain Follow - Takeoff and Landing on Ships - FlyTo, Cruise, Smart Track, POI</p>	1	14,267.00	14,267.00T
<p>In The Box: Matrice 400 Aircraft & Controller Hard Case x1 TB100 Battery x1 BS100 Battery Station x 1</p>			
<p>Matrice 400 TB100 Intelligent Flight Battery</p>	4	1,892.00	7,568.00T
<p>WB37 Intelligent Battery Compatible with Cendence, CrystalSky M300 Smart controller, M30 Smart Controller & D-RTK Base Stations</p>	1	64.90	64.90T
<p>DJI RC Plus 2 Enterprise</p>	1	2,211.00	2,211.00T
<p>DJI Zenmuse H30T</p>	1	12,771.00	12,771.00T
<p>Zenmuse P1 Zenmuse P1</p>	1	8,393.00	8,393.00T
<p>Services Lexar Professional 128 GB</p>	1	50.00	50.00T
<p>Indemnity</p>	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

By signing this proposal you are agreeing to indemnify NOAR Technologies and hold it harmless from and against any loss, damage, claim or demand whatsoever arising out of the resale of the Products.

Limitation. In no event shall NOAR Technologies be liable for indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information and the like) arising out of the use of, or inability to use, said product.

Terms & Conditions:
All quoted prices are subject to change

SUBTOTAL	45,324.90
TAX	0.00
TOTAL	\$45,324.90

Standard payment terms are Prepay - Unless other terms have been agreed upon (pending credit approval)

- 8,391

All applicable taxes will be included on the invoice

\$ 36,931

We accept Visa, MasterCard and Amex.
A 2.5% processing fee will applied to all transactions over \$5,000

Accepted By

Accepted Date

Billing Address:
TUSCOLA COUNTY SHERIFFS
DEPT
420 CT ST
CARO, MI 48723
US

Quote Date:04/20/2026
Expiration Date:06/22/2026
Quote Created By:
Catherine Kranich
Katie.Kranich1@
motorolasolutions.com

End Customer:
TUSCOLA COUNTY SHERIFFS DEPT
Timothy Zube
tzube@tuscolacounty.org

Payment Terms:30 NET

Line #	Item Number	APC	Description	Qty	Disc %	Sale Price	Ext. Sale Price
	BRINC						
1	DSBCLOOVER	9851	LIVEOPS OVERWATCH	1	Included	Included	Included
2	DSBCROB1	9852	RESPONDER OPS BUNDLE	1	0.0%	\$32,999.00	\$32,999.00
3	DSBCL2OB1	9852	LEMUR 2 OPS BUNDLE	1	0.0%	\$19,999.00	\$19,999.00

~ 95000/yr after 1 yr

Grand Total \$52,998.00(USD)



Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <http://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties' agreement as it relates to Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supercedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitute the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms and supercedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of _____.

5. Purchase Order Requirements (Customer check one only)
 Purchase Order is issued and attached.
 No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered on this order in its entirety.

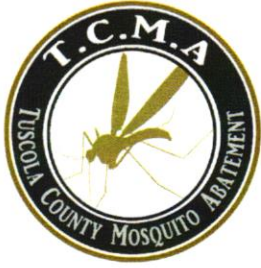
6. Ship to, bill to and Ultimate Destination addresses are provided on the quote, attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.
By: _____
Name: _____
Title: _____
Date: _____

Customer
By: _____
Name: _____
Title: _____
Date: _____





TUSCOLA COUNTY MOSQUITO ABATEMENT

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

To: Tuscola County Board of Commissioners and Interim Administrator Mike Miller.

From: Larry Zapfe, Director

Date: May 28, 2026

Re: Request to hire Robin Kuberski.

I would like to respectfully request to hire Robin Kuberski to replace a current seasonal field technician who has left to pursue a different job opportunity. Robin would begin work on June 8th at the starting payrate of \$15.22 an hour, pending the results of a background check, physical and MDARD Certification Test.

Thank you for your time and consideration.

AGREEMENT FOR COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES

This agreement ("Agreement"), dated as of _____, 2026 ("Effective Date"), is by and between the County of Tuscola, a political subdivision of the State of Michigan (hereinafter "County"), and the Michigan Forensics, PLLC, a Michigan professional limited liability company (hereinafter "Contractor"), authorized to operate in the State of Michigan.

RECITALS

WHEREAS, Tuscola County requires comprehensive medical examiner office, medical examiner, death investigation, and forensic autopsy services; and

WHEREAS, Contractor represents that it is a duly qualified and licensed provider of medical examiner and forensic pathology services and is experienced in autopsies and related services; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. Upon request of the County or designee, Contractor shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of

Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. County will discuss performance issues of any assigned personnel with Contractor so that Contractor may attempt to remedy the situation. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement (“Key Personnel”). Contractor shall not remove, replace, substitute, or otherwise change any Key Personnel without the prior written consent of County. Consent for new or alternate Contractor personnel shall not be unreasonably withheld. With respect to performance under this Agreement, DANIEL J. SPITZ M.D., KEVIN R. GINNEBAUGH, M.D., and any other Deputy Medical Examiner assigned to County by Contractor are considered Key Personnel.

c. In the event that any of Contractor’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor’s control, Contractor and County shall be responsible for timely provision of adequately qualified replacements.

d. Contractor will employ medical examiner investigators, autopsy assistants, transport staff, clerical staff and any other personnel as needed to provide services necessary to operate the County Medical Examiner’s Office.

e. Contractor will provide education and training to medical examiner investigators and autopsy assistants.

1.5 Confidentiality. The services to be performed by Contractor under this Agreement necessarily involve private matters of a personal nature for the citizens of Tuscola County. For this reason, neither Contractor nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is required by law or necessary to effectuate the terms of this Agreement. Contractor agrees to comply with any provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) applicable to Contractor by reason of Contractor’s provision of services under this Agreement.

2. Payment. For all services required hereunder and as outlined in Exhibit A, and except as outlined herein, Contractor shall be paid Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750) per Contract Year (as defined below), regardless of the number of hours or length of time necessary for Contractor to complete the services (the “Yearly Fee”). The Yearly Fee shall

be paid in twelve (12) equal installments. In addition to the Yearly Fee, Contractor shall be paid (A) Two Thousand Four Hundred Dollars (\$2,400) for each autopsy performed for County with such amount inclusive of the transportation of the decedent's body (the "Autopsy Fee"); and (B) One Hundred Sixty-Five Dollars (\$165.00) for each scene investigation performed by Contractor for County (the "Scene Investigation Fee"). Contractor shall not be entitled to any additional payment for any services or expenses incurred in completion of the services, autopsies, or scene investigations. Contractor shall submit to County monthly invoices setting forth the work performed by Contractor for the month. The invoice shall include 1/12th of the Yearly Fee as well as an accurate listing of an Autopsy and Scene Investigation Fees. County shall pay Contractor's invoice within 30-days after County's receipt of the invoice so long as the invoice is both accurate and undisputed by the County. Contractor shall send all invoices to the County Controller/Administrator at 125 W. Lincoln St., Suite 500, Caro, Michigan 48723.

3. Term of Agreement. The term of this Agreement shall be from _____, 2026 to _____, 2027 (the "Contract Year"), unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date and presenting such notice of termination at least sixty (90) days in advance of such effective date.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County or Contractor may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination. Contractor may terminate this Agreement for non-payment of undisputed invoices overdue by more than 30 days.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 8.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities,

disabilities, costs, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Representations of Contractor.

8.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not

suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

8.4 Key Personnel. Contractor represents and warrants that Key Personnel is/are, and will remain during the pendency of this Agreement, licensed to practice medicine in the State of Michigan.

8.5 Autopsy Services. Contractor represents and warrants that all autopsies conducted pursuant to this Agreement will be performed by a physician duly licensed to practice medicine in the State of Michigan who is board certified or board eligible in the specialty of forensic pathology. Board certification is required for any autopsies performed on cases which are criminal or suspicious in nature or which are potentially prosecutable.

8.6 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of Michigan as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

8.7 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

8.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, any County policy regarding the same. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

8.9 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those

rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

8.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

8.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery, by U.S. Mail or courier service, or by e-mail. Notices, bills, and payments shall be addressed as follows:

TO COUNTY: Tuscola County

Office of County Controller/Administrator
125 W Lincoln Street, Suite 500
Caro, Michigan 48723
mmiller@tuscolacounty.org

TO CONTRACTOR: Michigan Forensics, PLLC,
387 Kercheval Ave.
Grosse Pointe Farms, MI 48236
Tel: 989-341-5077
danspitz@aol.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 PM (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names, addresses, and email addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

12. Miscellaneous Provisions.

12.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

12.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

12.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

12.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of Michigan, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in in the County of Tuscola. Any action which is brought or removed to federal court, shall be brought or heard in the Federal Judicial District of Michigan, Eastern District-Northern Division.

12.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

12.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

MICHIGAN FORENSICS, PLLC

COUNTY OF TUSCOLA

By: Daniel J. Spitz M.D.
Its: Authorized Member

By: Kim Vaughan
Its: Chairman, Board of Commissioners

Date: _____, 2026

Date: _____, 2026

Exhibit A Scope of Work

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide the following services to County:

a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, and other authorized representatives, to assist the Medical Examiner determining whether specific cases require medical examiner investigation, pursuant to MCL § 52.202.

b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not deemed necessary to provide probable cause of death. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall have performed an autopsy.

c. Case Consultation: Contractor may perform case consultation services on an as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations upon formal request by law enforcement or the County Prosecutor. Ad hoc, informal opinions provided by Contractor to law enforcement or the Prosecutor shall not incur additional fees. In the event that a formal, extensive records or case review is required to determine cause of death, County and Contractor shall mutually agree upon the scope and estimate of cost of work prior to commencement of the review.

d. Autopsy: Contractor shall have autopsies performed when determined necessary by the Medical Examiner or his/her Deputy(ies). Contractor shall advise law enforcement on necessity of performing an autopsy versus an external examination in the context of industry best practices. Such autopsy services shall also include:

- i. Board Certified: Autopsies will be completed by Board Certified Forensic Pathologist (American Board of Pathology) on any cases that are criminal or suspicious in nature or potentially prosecutable.
- ii. Triage: Contractor shall participate in case triage discussions.
- iii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the lead law enforcement investigator/agency and the Medical Examiner or Forensic Pathologist prior to viewing any autopsy.
- iv. Explanation of Procedures: Contractor shall explain autopsy procedures and respond to questions during the autopsy.

- v. **Education:** Contractor may provide education to autopsy attendees during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
- vi. Autopsy examinations will be conducted in accordance with the National Association of Medical Examiners Forensic Autopsy Performance Standards.
- e. Laboratory Testing: Contractor shall order and pay for toxicological, bacteriological, serological, or similar testing studies from laboratories and professional consultants when reasonable or necessary to assist in determining cause and manner of death. Contractor shall use licensed and accredited forensic laboratories for such services.
- f. Additional Consultation Services. Contractor shall provide consultation services as needed including but not limited to, forensic dental support, anthropology, radiology, and neuropathology.
- g. Histology: Contractor shall cover histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- h. Transcription: Contractor shall provide any necessary transcription services.
- i. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours and provide these services twenty-four (24) hours per day seven (7) days per week. Any medical examiner investigators providing services under this Agreement shall be employees or contractors of Contractor and a medical examiner investigator shall be on call twenty-four (24) hours per day seven (7) days per week. Contractor shall be responsible for the cost of such investigative services as are necessary under this Section.
- j. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
 - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable case number.
 - ii. Date external examination concluded or date and time of autopsy.
 - iii. Description of external examination of individual/records.
 - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.

- v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.
- vi. Any other information required by applicable state /federal laws or regulations.
- vii. Signature of forensic pathologist licensed to practice medicine in the State of Michigan. Board certified forensic pathologists will be made available for prosecutable cases.

k. Annual Report. Contractor shall provide to County an annual report detailing the work done by Contractor and the medical examiner's office.

l. Transportation: Contractor shall perform and provide all transportation associated with cases associated with the death at Contractor's expense. Contractors shall provide their own medical transportation vehicle or make appropriate agreements to sub-contract transportation as necessary to perform the Scope of Work in this Agreement.

m. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with MCL 52.205a or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.

n. County Committee Meetings: Contractor shall attend and provide coordination for meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.

o. Business Meetings: Contractor shall attend meetings that are related to legal or public health functions. County shall schedule no more than one such meeting per month through the Contractor's main office.

p. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination or when needed by the County Prosecutor. The County will not be liable for any fees associated with testimony or deposition services.

q. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the Gift of Life; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the Medical Examiner.

r. Staff Training: Contractor shall provide education and training services for law enforcement, EMS, and/or other personnel as may be mutually agreed upon by Contractor and those agencies. Such services may include, but are not necessarily limited to, instructing personnel, particularly law enforcement, EMS and/or investigators, regarding medical safety issues or information required by the pathologist for

effective evaluation of Medical Examiner cases and for their personal safety.

s. Advice/Retention. Contractor shall maintain detailed records of all cases and coordinate with delivery of said data to the health department as requested. Contractor shall follow the State of Michigan's Department of Health and Human Services policy on record and specimen retention. Contractor will use MDILog as its medical examiner database.

t. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by law enforcement and the courts, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.

u. Minimum Staffing: In order to adequately meet the County's forensic pathologist needs, Contractor shall maintain at least one forensic pathologist able to complete necessary autopsies and reviews within the time frames identified here.

v. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of law enforcement and the prosecutor regarding Medical Examiner activities.

w. Facility/Equipment: Contractor shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.

x. Operational Supplies: Contractor shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).

y. Laboratory Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.

z. Histology Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.

aa. Prior Case Review. Contractor shall perform a review, written report, and/or expert testimony of cases where a pathologist not associated with Contractor performed the exam.

bb. Forensics Contractors: Contractor shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary.

cc. Specimen/Tissue Storage: Contractor shall provide for the storage of specimens and tissue samples that Contractor considers necessary to retain as evidence or for further testing in accordance with the College of American Pathologists.

dd. Death Certificate and Cremation Permits. Contractor shall review death certificates and associated medical records to investigate cases and sign cremation permits. Contractor shall sign death certificates for all medical examiner cases. Contractor will send bills to funeral homes for all cremation

permits and maintain records of bills sent and payment received for all such cases.

ee. Other. Provide data to Health Department upon request at no cost.

ff. Responsibilities of County: County shall provide direct payment to additional pathologists and/or other personnel that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident, if Contractor is unable to provide said services.

Exhibit B Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the various Michigan labor and employment statutes.
- b. Workers Compensation insurance with statutory limits as required by Michigan law.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

If Contractor currently has no employees as defined by various Michigan labor and employment statutes, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$3,000,000 General Aggregate; \$3,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits County requires, County shall be entitled to additional insured coverage for the higher limits maintained by Contractor.
- c. Coverage shall include the following: (A) contractual liability; (b) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of Explosion, Collapse, and Underground (XCU) Exclusions; and, if applicable (F) Per Contract Aggregate.
- d. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.

Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. Required Evidence of Insurance:

- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.

b. Insurance shall cover all owned vehicles, all non-owned vehicles, and all hired vehicles. If Contractor currently owns no vehicles, Contractor agrees to obtain such insurance should any vehicles be acquired during the term of this Agreement or any extensions of the term.

c. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: \$1,000,000 per claim or per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this

Agreement.

- e. Required Evidence of Insurance: Certificate of Insurance.

5. Documentation

a. The Certificate of Insurance must include the following reference: Medical Examiner and Forensic Pathology Services.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

Tuscola County, including all elected and appointed officials, employees, volunteers, boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing, or excess.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Contractor shall ensure that all insurance policies required under this Agreement contain an endorsement which states the following:

It is expressly understood and agreed that the Contractor shall provide thirty (30) days advanced written notice of cancellation, non-renewal, reduction, and/or material change in any of the Contractor's insurance coverages to Tuscola County, 125 W. Lincoln St., Suite #500, Cro, MI 48723.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach. If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

8. Proof of Insurance. Contractor shall provide County at the time the executed contracts are returned to County by Contractor, two (2) copies of the Certificate of Insurance and/or Policies, acceptable to the County. If so requested by County, Contractor shall provide certified copies of all policies. Contractor shall provide County evidence that all subcontractors and employees of Contractor are included under the Contractor's policies.

If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to County at least ten (10) days prior to the insurance expiration date.

All certificate and proof of insurance shall be sent to Tuscola County, 125 W. Lincoln St., Suite #500, Caro, MI 48723.

MECOSTA COUNTY RESOLUTION
#2026-09

**MECOSTA COUNTY BOARD OF COMMISSIONERS URGES
PROMPT ACTION ON THE DRAIN CODE OF 1956**

The following preamble and resolution were offered by Commissioner W. ROUTLEY and supported by Commissioner G. LAMBRIX:

WHEREAS, The Michigan Drain Code of 1956 allows the Drain Commissioners across the state to unilaterally levy taxes, force easements, and use taxpayer funds to hire law firms that can be used against the citizenry, County Commissioners and township governments without reasonable checks and balances.

WHEREAS, The Michigan Drain Code of 1956 deprives affected Michigan residents of their constitutional right to due process and equal protection under the law.

WHEREAS, The Michigan Drain Code of 1956 paves the way for a handful of petition signatures to turn into a multi-million-dollar projects with very little say from County Commissioners, or the landowners whose land the project(s) may affect.

WHEREAS, The Michigan Drain Code of 1956 creates a moral hazard – and financial incentives – whereby the same engineering firms that advise Boards of Determination across the state can also profit from the work they prescribe.

WHEREAS, There are no requirements in the Drain Code of 1956 for the elected Drain Commissioner to get a second opinion on the engineering parts of a petitioned project.

WHEREAS, Michigan State Representative Tom Kunse, et al, have witnessed the itemized problems listed above in Mecosta County and have created a list of common-sense solutions to be considered in this session of the Michigan legislature.

THEREFORE BE IT RESOLVED, that the Mecosta County Board of Commissioners wholeheartedly endorses these common-sense modifications to the Drain Code of 1956 set forth by Mr. Kunse and his esteemed colleagues:

- 1) Modifies requirements for notices of drain projects to include a map & list of impacted addresses in the drain district.
- 2) Requires petition signature collectors to disclose to homeowners that they will be assessed and will be responsible to pay for the project.
- 3) Extend the timeline for communities to appeal the Board of Determination's ruling on a petitioned drain project from 10 to 21 days.

- 4) Extend the timeline for landowners and municipalities to appeal the apportionment and assessment costs of a drain project from 10 to 21 days and allow landowners and municipalities to appeal the necessity of a project after a "Day of Review" meeting.
- 5) Road Commission can cancel a drain project once they receive engineering costs and Road Commission can cancel a project once they receive construction project costs. This would be done at a public meeting.
- 6) Raise the petition threshold for drain projects from five landowners to signatures representing 51% of landowners.
- 7) Upon receipt of a petition, provide all landowners in the district with a preliminary cost estimate and allow landowners to withdraw their signatures.
- 8) Adopt Ohio's practice of involving the County Commissioners in the necessity/cost analysis of petitioned projects.

AYES: Commissioners: W. Routley, G. Lambrix, A. Hren, R. LaPreze,
G. Adams, C. Zimmerman

NAYS: Commissioners: None

RESOLUTION DECLARED ADOPTED. 

Marcee M. Purcell
Mecosta County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MECOSTA)

I, the undersigned, the duly qualified and acting Clerk of the County of Mecosta, Michigan (the County) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the 7th day of May, 2026, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this 7th day of May, 2026, A.D.



Marcee M. Purcell
Mecosta County Clerk

MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
i3 Broadband, LLC
CASE NO. U-22045

- i3 Broadband, LLC (“i3 Broadband”) submitted an application on February 11, 2026, an amended application on April 2, 2026, and April 24, 2026, for a temporary and permanent license to provide basic local exchange service throughout the State of Michigan.
- The information below describes how a person may participate in this case.
- You may call or write i3 Broadband, LLC, Attention: Christopher Boyle, PO Box 1386, Newport, RI 02840, (401) 225-9550 for a free copy of its application. Any person may review the application at 602 High Point Ln, East Peoria, IL 61611.
- The evidentiary hearing in this matter will be held:

DATE/TIME: June 2, 2026, at 9:00 AM EDT

BEFORE: Administrative Law Judge Theresa A.G. Staley

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may attend and participate. Persons needing accommodation to participate should contact the Commission’s Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission will hold a public evidentiary hearing to consider i3 Broadband’s application submitted on February 11, 2026, and amended application on April 2, 2026, and April 24, 2026, for a temporary and permanent license to provide basic local exchange service throughout the State of Michigan.

Any party wishing to intervene and become a party to the case shall file a petition to intervene with the Commission by May 26, 2026. The proof of service shall indicate service upon i3 Broadband’s attorney, Steven A. Luxton, 77 W. Wacker Dr., Chicago, IL 60601 and E-mail at steven.luxton@morganlewis.com.

Any person wishing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission’s Website, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission’s Rules of Practice and Procedure R792.10422 and R792.10432. Requests for further information on adjournment should be directed to (517) 284- 8130.

A copy of i3 Broadband’s request may also be viewed on the Commission’s website at www.michigan.gov/mpsc, or at the office of the Commission’s Executive Secretary, 7109 West Saginaw Highway, Lansing, Michigan, 48917. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Commission has jurisdiction pursuant to 1991 PA 179 as amended; MCL 484.2101 *et seq.*; 1919 PA 419, as amended, MCL 460.51 *et seq.*; 1939 PA3, as amended, MCL 460.1 *et seq.*; 1969 PA 306, as amended, MCL 24.201 *et seq.*; and the Commission’s Rules of Practice and Procedure, R792.10422 *et seq.*

BIRCH VALLEY SOLAR, LLC
NOTICE OF INTENT TO CONSTRUCT SOLAR ENERGY FACILITY

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

******NOTICE OF HEARING******
AND
******NOTICE OF OPPORTUNITY TO COMMENT******

REGARDING THE APPLICATION OF
BIRCH VALLEY SOLAR, LLC
NOTICE OF INTENT TO CONSTRUCT SOLAR ENERGY FACILITY
CASE NO. U-22072

- Birch Valley Solar, LLC requests Michigan Public Service Commission for a Renewable Energy or Storage Siting Certificate to construct a solar energy facility.
- You may call or write Birch Valley Solar, LLC 320 N. Sangamon St., Ste. 1025, Chicago, IL 60607, 312-802-2059 for a free copy of its application. Any person may review the documents at the offices of Birch Valley Solar, LLC or on the Commission's website at: <https://mi-psc.my.site.com/sl>.
- The information below describes how a person may participate in this case as a party and/or how a person may otherwise comment on the case either in person or in writing.
- A pre-hearing will be held:

DATE/TIME: **Monday, June 8, 2026 at 10:00 AM**

This hearing will be a prehearing conference to set future hearing dates and
decide other procedural matters.

BEFORE: **Administrative Law Judge Jacqueline Langwith**

LOCATION: Video/Teleconference

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at LARA-MOHR-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Birch Valley Solar, LLC's April 10, 2026 application requesting the Commission to approve its application for Solar Energy Facilities for the Birch Valley Solar Project (the "Project") proposed for development by Ranger Power, LLC ("Ranger Power"). The Project is a proposed approximately 150-MW solar energy generating facility located within Arbel Township, Tuscola County, Michigan within 26 parcels of land owned by 10 private landowners. The Project will utilize approximately 844 acres of fenced-in area located on approximately 1,446 acres of participating land.

The applicant is required to provide public notice of the opportunity to comment on the application. This notice shall be filed as a public notice in a newspaper of general circulation in each affected local unit or in a comparable digital alternative. The notice shall be written in plain, nontechnical, and easily understood terms and shall contain a title that includes the name of

the applicant and the words “NOTICE OF INTENT TO CONSTRUCT _____ FACILITY,” with the words “WIND ENERGY,” “SOLAR ENERGY,” or “ENERGY STORAGE,” as applicable, entered into the blank space.

The applicant shall also send the notice of the opportunity to comment on the application by U.S. mail to postal addressees within one mile of proposed solar or proposed energy storage facilities, and within two miles of proposed wind energy facilities, including to those addressees within those specified boundaries that are not located within the bounds of the affected local unit and local governments not exercising zoning authority where the facilities will be located.

All documents filed in this case shall be submitted electronically through the Commission’s E-Dockets website at: <https://mi-psc.my.site.com/s/>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in PDF format, as an attachment to an email sent to: LARA-MPSC-edockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: LARA-MPSC-edockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by June 1, 2026. (Petitions to intervene may also be filed using the traditional paper format.) The proof of service shall indicate service upon Birch Valley Solar, LLC’s attorney, Brandon C. Hubbard, Dickinson Wright PLLC, 123 W. Allegan St. Suite 900, Lansing, MI, 48933.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process for participating in the hearing. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission’s website, and subject to disclosure.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

Any interested person has an opportunity to comment and may file written or electronic comments with the Commission in this case. Written comments should be sent to the Executive Secretary, Michigan Public Service Commission, P.O. Box 30221, Lansing, Michigan 48909, with a copy mailed to the office of Brandon C. Hubbard, Dickinson Wright PLLC, 123 W. Allegan St., Suite 900, Lansing, MI, 48933. Electronic comments may be e-mailed to: LARA-MPSC-edockets@michigan.gov. All comments should reference Case No. **U-22072**. Comments received in this matter will become public information posted on the Commission’s website, and subject to disclosure.

A copy of Birch Valley Solar, LLC’s request may be reviewed on the Commission’s website at: <https://mi-psc.my.site.com/s/>, and at the office of the Commission’s executive secretary at 7109 West Saginaw Highway Lansing, MI 48917 and at the office of Brandon C. Hubbard, Dickinson Wright PLLC, 123 W. Allegan St. Suite 900, Lansing, MI, 48933 or at Glacier Meadows Solar, LLC, 401 N. Michigan Ave., Ste. 501, Chicago, IL 60611. Those desiring to review the application at the office of Brandon C. Hubbard are encouraged to call (517) 371-1730 to make an appointment. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8130.

Jurisdiction is pursuant to 2023 PA 233, MCL 460.1221 et seq. and MCL 460.1013; 2008 PA 295, as amended, MCL 460.1001 et seq.; 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.



U-22072