

TENTATIVE AGENDA

DELTA COUNTY BOARD OF COMMISSIONERS

December 15, 2015

5:15 p.m.

- I. CALL TO ORDER
- II. PRAYER
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL

SPECIAL ORDERS OF BUSINESS:

- V. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
 - County Board minutes: 12-1-15
 - Committee of the Whole:
- VI. APPROVAL OF AGENDA
- VII. PRESENTATION OF WRITTEN COMMUNICATIONS
 - A. COMMUNICATIONS RECEIVED
 - B. COMMUNICATIONS FORWARDED
- VIII. REPORTS OF STANDING, STATUTORY, SPECIAL COMMITTEES AND OTHERS
- IX. **PUBLIC COMMENT ON AGENDA ITEMS** (Sign In)
- X. **COMMITTEE REPORTS**
 - 1. Administrator's Report
 - 2. Personnel Committee Minutes of 12-7-15
 - 3. Jail Committee Minutes of 12-7-15, 12-11-15
 - a. Jail RFP
 - 4. Finance Committee Minutes of 12-10-15
- XI. GENERAL ORDERS OF BUSINESS
 - A. UNFINISHED BUSINESS

B. NEW BUSINESS

1. **Payment of Bills**
2. **EPA Grant**
3. **Equalization Services Contract**
4. **Remonumentation Grant Application**
5. **Building and Zoning Contract with Menominee County**
6. **DEQ Loan Remittance**
7. **Retirement of Veterans Counselor- Ann Roman**
8. **Veterans Affairs Officer Position**
9. **Michigan Social Services Association Dues**
10. **Waters of the U.S.**
11. **Appointment to the DATA Board- 2 openings**
12. **Set Board Meeting Schedule for 2016**

XIII. GENERAL PUBLIC COMMENT

XIII. COMMISSIONER'S COMMENTS

XIV. MEETING SCHEDULE

XV. NOTICES

30 day notice of Appointments

XVI. ADJOURNMENT

*****DUE TO THE TIME CONSTRAINTS, THE DELTA COUNTY BOARD OF COMMISSIONERS HAS ADOPTED A POLICY THAT ANY INDIVIDUAL WISHING TO ADDRESS THE BOARD WILL BE ALLOCATED THREE (3) MINUTES. THE THREE MINUTES USED BY THE INDIVIDUAL ARE TO MAKE STATEMENTS. THERE WILL BE NO QUESTION AND ANSWER SESSION FORMAT. THIS WILL STRICTLY BE A STATEMENT TYPE FORMAT. IF YOU WISH TO ADDRESS THE BOARD, PLEASE SIGN YOUR NAME ON THE SIGN UP LIST AVAILABLE FROM THE COUNTY CLERK. SPEAKERS WILL BE CALLED IN ORDER OF SIGN UP.*****

THE COUNTY OF DELTA WILL PROVIDE REASONABLE AUXILIARY AIDS AND SERVICES FOR THE HEARING IMPAIRED AND TO INDIVIDUALS WITH DISABILITIES AT THE MEETING/HEARING UPON REASONABLE NOTICE TO THE COUNTY OF DELTA. INDIVIDUALS WITH DISABILITIES REQUIRING SERVICES SHOULD CONTACT THE COUNTY OF DELTA ADA COORDINATOR BY WRITING OR CALLING THE FOLLOWING:

Daniel Menacher, DELTA COUNTY ADA COORDINATOR
310 LUDINGTON STREET
ESCANABA, MI 49829
TELEPHONE (906) 789-5189

The Honorable Members of the Delta
County Board of Commissioners

Dear Commissioners:

A regular meeting of the Delta County Board of Commissioners is scheduled for Tuesday, December 15, 2015 at 5:15 p.m. in the Board Room in the Delta County Service Center.

Sincerely yours,

Nancy J. Kolich
Delta County Clerk

Proposed

**DELTA COUNTY BOARD OF COMMISSIONERS MEETING
December 1, 2015**

Escanaba, Michigan

A Regular meeting of the Delta County Board of Commissioners was held this date, pursuant to the following call:

November 25, 2015

The Honorable Members of the Delta
County Board of Commissioners

Dear Commissioners:

A Regular Meeting of the Delta County Board of Commissioners is scheduled for Tuesday December 1, 2015, at 5:15 p.m. in the Boardroom of the Delta County Service Center.

Sincerely yours,
Nancy J. Kolich
Delta County Clerk

ROLL CALL

PRESENT: Commissioners Harrington, Johnson, Malnar, and Rivard.

EXCUSED: Commissioner Moyle.

The meeting was called to order at 5:15 p.m. in the Boardroom of the Delta County Service Center of the Delta County Courthouse by Delta County Clerk, Nancy Kolich.

V. APPROVAL OF MINUTES OF PREVIOUS MEETING

Moved by Commissioner Malnar and seconded by Commissioner Rivard to approve the minutes of the November 17, 2015 meeting. MOTION CARRIED.

VI. APPROVAL OF AGENDA

Moved by Commissioner Johnson and seconded by Commissioner Malnar to approve the agenda as presented. MOTION CARRIED.

VII. PRESENTATION OF WRITTEN COMMUNICATIONS

- A. Received:
1. Letter from MAC (2).
 2. Letter from Creative Composites.
 3. Letter from Jay Kulbertis.
 4. Letter from American Red Cross.

Proposed

5. Letter from Delta Conservation District.

B. Forwarded: 1. Letter to Family of John Winneroski.

VIII. REPORTS OF STANDING AND STATUTORY SPECIAL COMMITTEES AND OTHERS

1. Public Health minutes of 9-16-15.
2. CAA/HRA Board minutes of 10-8-15.
3. Concealed Weapons Board minutes of 10-20, & 11-10-15.
4. Solid Waste Management minutes of 10-27-15.

VIII. REPORTS OF SPECIAL COMMITTEES AND OTHERS.

Moved by Commissioner Rivard and seconded by Commissioner Johnson that the Communications and Reports of Standing and Statutory Committees and the Reports of Special Committees and Others be received and placed on file. MOTION CARRIED.

VIII. PUBLIC COMMENT ON AGENDA ITEMS

None.

X. COMMITTEE REPORTS:

1. Administrator's Report.

The Administrator gave a presentation on Equalization and GIS.

2. Building and Grounds Committee minutes of 11-3-15.

1. Trane - Presentation on Energy by Jim Krol.

Moved by Commissioner Rivard and seconded by Commissioner Malnar to partner with Trane to do an in depth energy study. MOTION CARRIED.

Moved by Commissioner Johnson and seconded by Commissioner Malnar to receive the Building and Grounds minutes of 11-23-15 and place on file. MOTION CARRIED.

X. GENERAL ORDERS OF BUSINESS

A. UNFINISHED BUSINESS

1. Jail.

a. Jail Planner RFP.

The RFP's will be opened December 7, 2015.

Proposed

B. NEW BUSINESS

1. Payment of Bills.

Moved by Commissioner Malnar and seconded by Commissioner Johnson to approve payment of the bills in the amount of \$382,606.80 and Commissioners expenses of \$0. MOTION CARRIED.

2. CUPPAD Presentation on GIS.

Nathan Fazer and Steve Lenaker gave a presentation on GIS Mapping Services that CUPPAD can provide.

3. Resolution to Adopt the Hard Cap Sharing Model.

Moved by Commissioner Rivard and seconded by Commissioner Johnson to adopt the Hard Cap Sharing Model, as presented. MOTION CARRIED.

4. Employee Flex Spending Plan.

Informational.

5. Waters of the U.S.

Tabled to next meeting.

6. Closed Session.

Moved by Commissioner Johnson and seconded by Commissioner Malnar to move into closed session at 6:15 p.m. for the purpose of discussing written attorney opinion under OMI Section 15.268(8)(e).

ROLL CALL	MALNAR	YES
	JOHNSON	YES
	MOYLE	ABSENT
	RIVARD	YES
	HARRINGTON	YES

MOTION CARRIED.

Moved by Commissioner Johnson and seconded by Commissioner Rivard to convene into regular session at 6:27 p.m. MOTION CARRIED.

No actions were taken during closed session.

Moved by Commissioner Rivard and seconded by Commissioner Malnar to authorize the Administrator to take the

Proposed

steps necessary to terminate the current contract with UPCAP for current Equalization and GIS services, effective December 2, 2015. MOTION CARRIED.

XII. PUBLIC COMMENT

Kaye Rowlands, retired Equalization employee, addressed the Board with her concerns regarding the Equalization mapping services and the BS&A mapping program.

XIII. COMMISSIONERS CONCERNS

Commissioner Johnson: Superior Trade Zone meeting, encourage the townships to attend the meetings.

Commissioner Malnar: None.

Commissioner Moyle: None.

Commissioner Rivard: None.

Commissioner Harrington: None.

XIV. MEETING SCHEDULE

December 7 th	12:30 p.m.	Personnel Meeting at Courthouse
December 15 th	5:15 p.m.	Board meeting.

XV. NOTICES

30 day Notice of Appointments.

XVI. ADJOURNMENT

Moved by Commissioner Rivard and seconded by Commissioner Malnar to adjourn at 6:34 p.m.

Respectfully Submitted,

Nancy J. Kolich, County Clerk

Mary K. Harrington, Chairperson

PERSONNEL COMMITTEE MEETING

December 7, 2015

MEMBERS PRESENT: Commissioner Mary Harrington
Commissioner John Malnar
Administrator Ryan Bergman

ATTENDEES: Ed Oswald, Sheriff; Nancy Kolich, County Clerk; Cory Schroeder, Assistant Maintenance Director.

The meeting began at 12:03 p.m.

V. NEW BUSINESS:

1. **Union Maintenance Position**

A draft reclassification of the Chief Maintenance Technician position was presented. The position will be pay grade 12 and will be a union position. Assistant Maintenance Director went over some of the duties of the position and expressed his support for the updated description. The Administrator asked for committee authorization to update the job description and fill the position. The Committee recommends this action.

2. **Vacation Relief**

Both Housekeepers have vacations scheduled in the next two months. The Administrator recommended using a candidate from the most recent Housekeeper job posting to provide vacation relief, plus up to 100 hours for special projects. The candidate would need to undergo a physical and drug test prior to hire and would not receive any benefits. The Administrator recommended a salary of \$11.75 which is aligned with the starting Housekeeper salary in the union. The Committee recommends this action.

3. **Retirement of Probate Court Administrator- Regina Howell**

The committee recognized the upcoming retirement of Regina Howell.

4. **Cell Phones**

The Administrator discussed the current inconsistencies with the county's cell phone policy. Employees get anywhere from a \$10 to \$45 stipend. Phones or stipends are offered to some elected officials, but not to others.

The Administrator recommended standardizing the cell phone stipend at \$35 and asked for discretion on determining phone eligibility. The Administrator further stated that the Clerk, Treasurer, and Sheriff should be offered a phone stipend since the Prosecutor is given one. The committee recommends this action to the Finance Committee.

The meeting adjourned at 12:38 p.m.

JOB DESCRIPTION

POSITION TITLE: **Chief Maintenance Technician**

General description: Works under the supervision of the Director of Maintenance & Housekeeping. The Maintenance Technician works with a team member to maintain all County facilities including basic electrical and plumbing services, heating, ventilation and other mechanical operations at County buildings. This includes monitoring, repairing, replacing and maintaining all the mechanical, electrical and pneumatic components throughout all county buildings with the intent to conserve county resources and to maintain a comfortable and safe environment for consumers and staff.

Specific Duties:

1. Shall perform duties as assigned by the Maintenance Director and County Administrator
2. Maintain all County facilities according to applicable codes.
3. Works using the safest possible practices.
4. Open all county buildings as required and keep facilities open and running.
5. Inspect and perform planned maintenance on boilers, pumps, compressors, air handlers, motors and pneumatic systems, and other equipment as required.
6. Repair and replace lights.
7. Maintain operation of heating and air conditioning.
8. Conduct periodic inspection and repair of county emergency lighting system.
9. Repair and replace domestic circulating pumps and domestic hot water supplies.
10. Repair or replace old or leaking water drain lines, sink faucets, toilet/urinal flushing mechanisms, and sink drains..
11. Repair and/or replace doors, openers and hardware.
12. Replace locks.
13. Work using e-mail, a smart phone, and a computerized maintenance work order process.
14. Remove snow and perform landscaping using handheld and motorized equipment
15. Maintaining supplies inventory,
16. Automobile and small engine maintenance.
17. Painting
18. Dry wall repair
19. Basic welding (if qualified)
20. Basic electrical work (if qualified)
21. Other maintenance duties as assigned

Education

Must have a high school diploma. Technical degree or active certification in plumbing, air conditioning, refrigeration, carpentry, building, or electrical preferred.

Minimum requirements: The minimum requirements for this position are a combination of education or experience in plumbing, electrical, HVAC, building, and/or carpentry.

Candidate must have the ability to perform listed job duties.
Two years relevant work experience.

Preferred requirements: The preferred candidate will be licensed and/or have a strong background in one or more of the following: air conditioning; refrigeration; heating; plumbing; building; and/or electrical.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb stairs; balance; stoop, kneel, crouch or crawl; talk or hear; taste or smell. Specific vision abilities required by the job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. This position will be required to lift up to 50 pounds.

Work Environment: Work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is exposed to weather conditions prevalent at the time. At times, working conditions may be hot, cold, and/or dirty and individuals may have to work in confined spaces. The noise level in the work environment is usually moderate, but may be loud in areas of equipment operation. The candidate is expected to respond to emergencies and maintain a flexible work schedule during winter months.

The above statements are intended to describe the general nature and level of work being performed by personnel assigned into this classification. They are not to be construed as an exhaustive list of all duties performed by personnel so classified.

To: County Commissioners

December 11, 2015

Jail Request for Proposal Recommendation

At 1:00 P.M on Monday December 7, the Jail Committee publicly opened three request for proposals for jail planning and pre-architecture. Each member of the committee was instructed to take each proposal home and independently score them based on the percentages indicated in the initial RFP.

At 10:30 A.M on December 11, the Committee reconvened to score the proposals. A consensus score is attached. With an average score of 17.6 out of 20, the Committee recommends accepting the proposal from Byce and Associates which submitted a proposal in conjunction with RQAW Consulting. The consensus score sheet is attached. All proposals are available at the Administrative Office for inspection.

Thanks,
Ryan Bergman
Director of Administration and Finance

Jail Needs Assessment and Planning RFP Consensus Score Sheet

Company	Vendor Familiarity		Qualifications		Conditions/Cost		Total Score
	Score	Max Score	Score	Max Score	Score	Max Score	
Tower Pinkster	5	6	5.2	7	1.8	7	12
Byce and Associates	5.6	6	6	7	6	7	17.6
CRS Inc.	5.2	6	5.8	7	4.8	7	16

Vendor Familiarity

Has the vendor demonstrated a thorough understanding of the purpose and scope of the project?
 How well has the vendor identified pertinent issues and potential problems related to the project?
 Has the vendor demonstrated that they understand the deliverables the County expects it to provide?
 Has the vendor fully responded to all the questions set forth herein
 Has the vendor demonstrated that they understand the County's time schedule and can we meet it
 Does the proposal depict a logical approach to fulfilling the requirements of the RFP

Comments/Notes

Experience and Qualifications

Do the individuals assigned to the project have experience on similar projects?
 Are resumes complete and do they demonstrate backgrounds that would be desirable?
 How extensive is the applicable education and experience of the personnel?
 Has the vendor demonstrated experience on similar projects?
 How successful is the history of the vendor regarding timely and successful project completions?
 Has the vendor provided letters of reference from previous clients?
 If a subcontractor will perform work on the contract how do they measure up in vendor evaluation?

Comments/Notes

Contractual Conditions/Cost of Services

Has the vendor provided a sample certificate of insurance evidencing the required types of coverage?
 If the vendor has requested modifications to general conditions, are they reasonable and acceptable?

Cost of services

Comments/Notes

Finance Committee Minutes
December 10, 2015

Members Present: Commissioner Patrick Johnson
Commissioner John Malnar
Administrator Ryan Bergman

ATTENDEES: None

The meeting began at 3:00 p.m.

V. New Business

1. **MERS 457 Plan**

Administrator Bergman proposed adding MERS as a deferred compensation option for employees. A MERS 457 plan allows for lower administrative fees on employees saving additional dollars for retirement. There is no cost to the county other than the administrative burden. The Finance Committee recommends this action to the Board.

2. **Cell Phones**

The Administrator discussed the current inconsistencies with the county's cell phone policy. Employees get anywhere from a \$10 to \$45 stipend. Phones or stipends are offered to some elected officials, but not to others. The Administrator recommended standardizing the cell phone stipend at \$35 and asked for discretion on determining phone eligibility. The Administrator further stated that the Clerk, Treasurer, and Sheriff should be offered a phone stipend since the Prosecutor is given one. The committee recommends this action to the Board.

3. **Lump Sum Retirement Payout for Steve Carlson and Regina Howell**

The Administrator recommended consistency with past practice in authorizing a lump sum leave payout for Steve Carlson and Regina Howell upon retirement. The committee recommends this action to the Board.

4. **Pension Plan Discussion**

The Administrator presented the updated cost projections for the pension plan based on the recent experience study conducted by MERS. No action is needed from the board at this time.

The meeting adjourned at 3:35 p.m.

Zimbra

nsabor@deltacountymi.org

457 Agreement/Wage Reporting :0197418

From : Tammy Marier <tmarier@mersofmich.com> Thu, Dec 03, 2015 08:30 AM
Subject : 457 Agreement/Wage Reporting :0197418 2 attachments
To : nsabor@deltacountymi.org

Good Morning Nancy,

Thank you for taking the time to meet with us yesterday and for hosting the Pizza and Planning. The location worked out well!

Please find attached the 457 Participation Agreement outlining the provisions we discussed, including an effective date of 2/1/16. When the Uniform Resolution and Agreement have been approved by the board, please forward to me via email. Once processed, you will receive a confirmation email with a division number. Employees can be enrolled via a form per employee or a template that can be uploaded in the employer portal (we can cover this when I return for employee education).

I am available in January the weeks of the 18-22 and 25-29. I could provide a general 457 presentation covering the program including enrollment and rollovers. Just let me know if one of those days work better and what time would be best. We can offer more than one presentation as needed. I have attached a rollover form which details the instructions on how the process works. The form can be mailed or uploaded via myMERS.

I am including a link to our website which has instructions on the wage reporting: <http://www.mersofmich.com/Employer/Work-Scenarios/Wage-and-Contribution-Reporting> If this is not what you need, please let me know and I can have our Service Center call you to provide the correct information.

I will send a separate email with the presentation from the Pizza and Planning. Please let me know if you need anything else!

Have a good day!

Happy Holidays!

Thank you for being a valued member of MERS. We look forward to delivering superior value in meeting your needs in 2016.

Sincerely,

Tammy Marier
Benefit Plan Advisor

Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, Michigan 48917
Phone: 517.703.9030 x217
www.mersofmich.com

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This email and any attachments are for the sole use of the intended recipient(s) and may contain information that is confidential and protected from disclosure under the law, including attorney-client communications. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and delete/destroy all copies of the original message and attachments.

DISCLAIMER:

This email may contain a summary description of the Municipal Employees' Retirement System of Michigan benefits, costs, rates, valuations, or other calculations, policies or procedures. MERS has made every effort to ensure, but does not guarantee that the information provided is accurate and up to date. Where this email conflicts with the relevant MERS Plan Document, the MERS Plan Document controls.

— **Delta Co 457 agreement.pdf**

87 KB

— **457 Rollover Form.pdf**

155 KB

MERS 457 Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersonline.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS 457 Program provided by the Municipal Employees' Retirement System of Michigan, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. **Employer Name:** Delta County
(Name of municipality or court)

Municipality Number: 2102 **Division Number** (if amendment): _____

If new to MERS, please provide your municipality's fiscal year: _____ through _____
Month Month

II. **Effective Date:** The MERS 457(b) Program will be effective as follows (choose one):

Original Adoption. The MERS 457(b) Program will be effective 02/01/2016,
(Month and year)
with respect to contributions upon approval by the Program Administrator.

To establish a new plan or replace current 457 carrier with the MERS 457 Program.

To add the MERS 457 Program in addition to another 457 carrier.

Plan Name(s) and Provider(s):

Valic and Great West

VERY IMPORTANT: All eligible programs of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible 457 (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single program, comply with the 457(b) requirements. In order to fulfill its responsibility for monitoring coordination of multiple programs, the Participating Employer must carefully review the Master Plan Document provisions.

Amendment and Restatement. The amended and restated MERS 457(b) Program will be effective _____, with respect to contributions upon approval by the
(Month and year)
Program Administrator. The MERS 457(b) Program was originally effective _____
(Month and year)

III. **Eligible Employees:** Only Employees as defined in the Program may be covered by the Participation Agreement. Subject to other conditions in the Program, this Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Program:

All Full Time Employees

IV. **Contributions will be remitted** (check one):

Weekly

Bi-Weekly (every other week)

Semi-Monthly (twice each month)

Monthly

Other (must specify) _____

MERS 457 Participation Agreement

V. **Roth Deferral Contributions:** shall be permitted shall not be permitted

If **Roth Deferral Contributions** are elected, the Program will allow Roth rollover contributions from other designated Roth 457(b), 401(k), or 403(b) Plans. Roth in-plan rollovers will also be allowed. Roth in-plan rollovers allow a participant who has reached 70½ or who has incurred a severance from employment to elect to have all or a portion of his or her pre-tax contribution account directly rolled into a designated Roth rollover account under the plan if the amount would otherwise be permitted to be distributed as an eligible rollover distribution. Any amounts that are rolled to the Roth rollover account are considered to be irrevocable and may not be rolled back to the pre-tax account.

VI. **Loans:** shall be permitted shall not be permitted

If Loans are elected, please complete and attach the *MERS 457 Loan Addendum*.

VII. **Automatic Enrollment:** shall be permitted shall not be permitted

If selected, please complete and attach the *MERS 457 Eligible Automatic Contribution Arrangement (EACA) Addendum*.

VIII. **Employer Contributions:** shall be permitted shall not be permitted

If selected, please complete and attach the *MERS 457 Employer Contribution Addendum*.

IX. **Modification of the Terms of the Participation Agreement**

If the employer desires to amend any of its elections contained in the Participation Agreement, including attachments/addendums, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Participation Agreement. The amendment of the new agreement is not effective until approved by MERS.

X. **Enforcement**

1. This Participation Agreement, including attachments/addendums may be terminated only in accordance with the Master Plan Document
2. The Employer hereby agrees to the provisions of the *MERS 457 Supplemental Retirement Program and Trust Master Plan Document*.
3. The employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the program.

XI. **Execution**

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by _____ on
the ____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)



Incoming Direct Rollover Form

For 457 Supplemental Retirement Program

This form is used to directly roll funds over into the MERS 457 Program from an eligible retirement plan.

Frequently Asked Questions

What is a direct rollover?

A direct rollover allows you to move dollars from one program or plan to another one.

How is a direct rollover treated for tax purposes?

It is not taxable, although you may receive a 1099-R from your previous provider to be filed with your tax forms.

Does the amount of my rollover affect the annual contribution limits set by the IRS?

No.

How do I request a direct rollover?

1. Contact your previous provider
 - Your previous provider may require you to complete distribution paperwork. When contacting your previous provider, be sure to request any required forms and obtain any information about penalties or fees you may incur. Any forms you complete for the previous provider should be returned to that provider.
2. Complete this form (MD-404)
 - If you are requesting to directly roll funds over from another qualified plan or a 457 program sponsored by your current employer, you will need to complete the attached *Incoming Direct Rollover Form* (MD-404). All completed forms should be sent to Alerus Retirement Solutions at the address indicated.

NOTE: Your employer's signature in Section 6 is ONLY REQUIRED if you are directly rolling over funds from another non-MERS 457 program sponsored by your current employer. Any rollover from another qualified plan outside your current employer DOES NOT require your employer's signature in section 6.

What types of programs are eligible to roll over into a MERS 457?

		Rollover To:	
		Pre-tax	Roth
MERS 457	Pre-tax	Yes	Yes ¹
	Roth	No	Yes ²
Other Governmental 457(b)	Pre-tax	Yes	Yes ¹
	Roth	No	Yes ²
MERS Defined Contribution 401(a)		Yes ³	Yes ¹
Other Employer Provided Plans	Qualified Pre-tax Plans ²	Yes ³	Yes ¹
	Designated Roth Accounts	No	Yes ²
Individual Retirement Accounts (IRA)	Traditional	Yes ³	No
	Roth	No	No
	Simple	Yes	No
	SEP	Yes	No

Rollover From:

¹ Must include in taxable income and be an in-plan rollover
² Must be a direct trustee-to-trustee transfer
³ Must have separate accounts

457 Incoming Direct Rollover Guide

Frequently Asked Questions – *continued*

What if I am rolling over multiple accounts?

Please complete a separate form for each qualified account balance you are choosing to roll over into this program.

How long does it take to review the request?

Please allow up to 30 days for the processing and delivery of the funds from the prior program provider to MERS.

How will my direct rollover be invested?

Your direct rollover dollars will be invested per your instructions indicated on the MD-404 form. If an investment election is not made, the default election is an age-appropriate Retirement Strategies fund.

Submitting this form:

Please mail completed form to MERS' recordkeeper at:

Alerus Retirement Solutions

P.O. Box 64535
St. Paul, MN 55164

Questions? Please contact MERS Service Center at 800.767.MERS (6377)

If you have speech or hearing difficulties and need assistance completing this form, contact the Michigan Relay Center at 800.649.3777.



This process is not complete by your submitting this form. Your previous provider must receive necessary permission and any applicable forms from you in order to release assets to MERS.



Municipal Employees' Retirement System of Michigan
800.767.MERS (6377)
www.mersofmich.com

457 Incoming Direct Rollover Form

Please print clearly • See attached FAQ for details • Retain a copy for your records

1. Information about you

Last name*	First name*	MI	Social Security Number*
Email address		Phone number (with area code)*	

MERS Division number (6 digits) you are rolling funds into: _____

2. Rollover information

If you are rolling over multiple plans, please fill out a separate form for each qualified plan.

What kind of account are you rolling your funds **from**? Please check only one of the choices below:

401(a) 401(k) 403(a) 403(b) IRA - 408(a) or 408(b) 457(b) Other eligible account _____

Is this from a non-MERS 457 program sponsored by your **current** employer? If Yes, employer must sign Section 6 Yes No

Is any portion of this rollover from a Roth account? Yes No

Date Roth account was established: _____ (Roth IRA's are not accepted)
Date (mm/dd/yyyy)

3. Previous provider information

Financial institution name*	Account number*		
Financial institution mailing address*			
City*	State*	Zip*	Phone*

Please contact your current plan to request any required forms they need completed, or to receive information about penalties or fees. This process is NOT COMPLETE by submitting the form to MERS.

In order to ensure accurate recordkeeping and tax reporting, MERS must receive accurate information regarding the source of the assets being transferred. The provider sending the assets to MERS must report the amounts of the different types of assets separately on the check stub or other documentation. Assets will be deposited into the employee pre-tax source unless documented otherwise.

4. Transfer instructions

This form authorizes my previous provider to liquidate and transfer my account to MERS as follows (pick full amount or partial):

Full Amount Partial Amount: \$ _____

For use by your financial institution only

Make checks payable to: **Alerus Retirement Solutions**
Attention: MERS Contributions
P.O. Box 64535
St. Paul, MN 55164-0535
FBO: Participant name
Plan #: *****

* Required field

457 Incoming Direct Rollover Form

5. Investment menu

To choose how to allocate your incoming funds, provide whole percentages below (**total allocated must equal 100%**). If this section is left blank, allocations will default to an age-appropriate Retirement Strategies fund.

“Do it for me”

Retirement Strategies	
2005 Retirement Strategy	%
2010 Retirement Strategy	%
2015 Retirement Strategy	%
2020 Retirement Strategy	%
2025 Retirement Strategy	%
2030 Retirement Strategy	%
2035 Retirement Strategy	%
2040 Retirement Strategy	%
2045 Retirement Strategy	%
2050 Retirement Strategy	%
2055 Retirement Strategy	%
2060 Retirement Strategy	%

Please refer to the *Understanding the MERS Investments Menu* book and the *Fund Summary Sheets* for information regarding each investment option, including potential redemption fees, and restrictions (www.mersofmich.com).

“Help me do it”

Portfolios Built for You (Stocks/Bonds)	
MERS Total Market Portfolio	%
MERS Global Stock Portfolio (100/0)	%
MERS Capital Appreciation Portfolio (80/20)	%
MERS Established Market Portfolio (60/40)	%
MERS Balanced Income Portfolio (40/60)	%
MERS Capital Preservation Portfolio (20/80)	%
MERS Diversified Bond Portfolio (0/100)	%

Funds to Build Your Own Portfolio	
Large Cap Stock Index	%
Mid Cap Stock Index	%
Small Cap Stock Index	%
Emerging Market Stock	%
International Stock Index	%
Real Estate Stock	%
Bond Index	%
High Yield Bond	%
Short-Term Income	%

6. Signatures

My signature acknowledges that I have received, read, understand and agree to all pages of this *457 Incoming Direct Rollover Form* and affirms that all information I have provided is true and correct. I have also received informational material detailing the general program features, the investments offered, and all administrative charges and fees that may be deducted from the account(s) maintained on my behalf. I understand that my rights under the program shall be governed by the terms and conditions of the Plan Document pursuant to all applicable state and federal laws, rules and regulations.

My signature authorizes the plan provider stated in Section 3 of this form to liquidate my account assets and disburse proceeds to MERS electronically according to the transfer instructions in Section 4.

Participant signature*	Date (mm/dd/yyyy)*
Participant name (please print clearly)*	Social Security Number*
Employer signature is ONLY required if rollover is from a non-MERS 457 program sponsored by your current employer.	
Employer signature	Date (mm/dd/yyyy)

* Required field

MERS Uniform 457 Supplemental Retirement Program Resolution



11/22/2015 10:00 AM

This Resolution, together with the MERS 457 Supplemental Retirement Program and Trust Master Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

WHEREAS, the Municipal Employees Retirement Act of 1984, Section 36(2)(a), MCL 38.1536(2)(a) (MERS Plan Document (Section 36(2)(a)) authorizes the Municipal Employees' Retirement Board (the "Board") to "establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs," and on November 8, 2011, the Municipal Employees' Retirement Board adopted the MERS 457 Deferred Compensation Plan.

WHEREAS, this Uniform Resolution has been approved by the Board under the authority of Section 36(2)(a), and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

WHEREAS, the Participating Employer, a participating "municipality" (as defined in Section 2b(2) in the Municipal Employees Retirement Act of 1984; MCL 38.1502b(2); Plan Document Section 2b(4)) or participating "court" (circuit, district or probate court as defined in Section 2a(4) – (6) of the Act, MCL 38.1502a(4) – (6); Plan Document Section 2a(4) – (6)) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

WHEREAS, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body adopts the MERS 457 Supplemental Retirement Program as provided below.

MERS Uniform 457 Supplemental Retirement Program Resolution

- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VI. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
- VIII. This Resolution and the Participation Agreement shall be submitted to the Board for its approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

MERS Uniform 457 Supplemental Retirement Program Resolution

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

_____, 20____. _____
(Signature of authorized official)

Municipality name: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____. _____
(Authorized MERS signatory)

<u>Last</u>	<u>First</u>	<u>Court/Department</u>	<u>Stipend</u>
Harrington	Mary	Commissioner	\$ 10.00
Johnson	Patrick	Commissioner	\$ 10.00
Malnar	John	Commissioner	\$ 10.00
Moyle	Dave	Commissioner	\$ 10.00
Rivard	Dave	Commissioner	\$ 10.00
Hager	Mark	District Court	\$ 30.00
Goebel	Robert	Probate Court	\$ 35.00
Lund	Perry	Probate Court	\$ 35.00
Dix	Jason	Probate Court	\$ 35.00
Wetthuhn	Tammy	Probate Court	\$ 35.00
Iriving	Jessica	Probate Court	\$ 35.00
Hamlin	Luke	Probate Court	\$ 35.00
Hughes	Matt	Probate Court	\$ 35.00
Stanek-Nault	Leslie	Probate Court	\$ 35.00
Couvillion	Brandon	Administration	\$ 45.00

VJ

<u>Last</u>	<u>First</u>	<u>Court/Department</u>	<u>Number</u>	<u>Plan</u>
Menacher	Dan	Building & Zoning	280-0927	Flat Rate
Bergman	Ryan	Administration	280-2486	Nationwide 400 smartphone
Tardiff	Todd	Sheriff's Dept	399-4871	Nationwide 400 smartphone
Johnson	Dan	Sheriff's Dept	399-4872	Nationwide 400 smartphone
Officer	Court	Sheriff's Dept	399-4873	Flat Rate
Smith	John	Sheriff's Dept	399-9386	Nationwide basic 400
Schroeder	Cory	Maintenance	241-2083	Nationwide 400 smartphone
Carlson	Steve	Maintenance	241-6313	Flat Rate
Strom	Phil	Prosecutor's Office	241-2450	Nationwide 400 smartphone
Desalvo	Emily	District Court	630-1152	Nationwide 400 smartphone
Parks	Steve	District Court	399-9791	Nationwide 400 smartphone
Maintenance	Airport	Airport	420-1591	Flat Rate
Smith	Kelly	Airport	399-8673	Nationwide 400 smartphone

October 1, 2015

V4

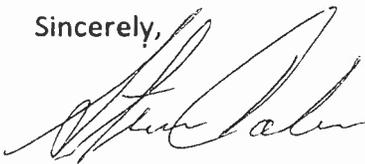
Delta County
Ryan Bergman, Administrator
Delta County Commissioners
310 Ludington Street
Escanaba, MI 49829

Dear Ryan and Commissioners:

This is formal notice of my resignation from the position of Director of Maintenance. My last day of work will be December 31, 2015; making my retirement effective on January 1, 2016.

With the January 14, 2015 paycheck, I am requesting a lump sum payout of all leave remaining as of December 31, 2015.

Sincerely,



Steven Carlson
Director of Maintenance

ROBERT E. GOEBEL, JR.
JUDGE OF PROBATE
PRESIDING JUDGE
FAMILY DIVISION OF CIRCUIT COURT
310 LUDINGTON STREET
ESCANABA, MICHIGAN 49829

(906) 789-5112
FAX: (906) 789-5140



REGINA F. HOWELL
REGISTER OF PROBATE
PROBATE COURT ADMINISTRATOR

TAMMY J. WETTHUHN
PROBATION SUPERVISOR

PERRY R. LUND
JUVENILE HEARING OFFICER
JUVENILE COURT ADMINISTRATOR

LINDSEY LAMARCH
DEPUTY REGISTER

TRUDI FORVILLY
DEPUTY JUVENILE REGISTER

V5

December 4, 2015

Delta County Board of Commissioners,
Ryan Bergman, Administrator
310 Ludington Street
Escanaba, Michigan 49829

Re: Retirement Letter

Dear Commissioners and Mr. Bergman:

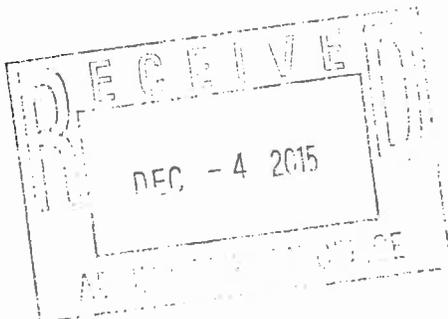
This letter is to advise you of my retirement date of January 22, 2016 and to request a lump sum of my leave time pay out.

Thank you for your consideration.

Sincerely,

Regina F. Howell
Probate Court Administrator
Register of Probate

RFH



DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE
310 LUDINGTON STREET
ESCANABA, MICHIGAN 49829
PHONE: 906-789-5100
FAX: 906-789-5197

Bl



December 15, 2015

TO: Delta County Board of Commissioners
FR: Ryan Bergman, Administrator
RE: Payment of Bills

I have examined all claims presented, and recommend payment of the following; and that the County Clerk be directed to issue orders on the County Treasurer to the Claimants for the amounts allowed.

Ryan Bergman, Administrator

Date	Amount
11-25-15	94,764.38
12-03-15	123,305.05
12-10-15	267,354.71
Total Report of Claims \$	485,424.14
Total Jury Expense \$	0.00
GRAND TOTAL OF BILLS \$	485,424.14
Commissioner Expenses: \$	1,753.18 Paid

AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____
AUTHORIZED SIGNATURE _____

Check Date	Check	Vendor	Vendor Name	Description	Amount
Bank FIRST ALL FUNDS					
11/25/2015	159556	001063	AMERI-TIME LLC	MAINTENANCE - SEALER	349.00
11/25/2015	159557	001132	APPLE OFFICE PRODUCTS	MISC OFFICE SUPPLIES - LABELS	2.59
				MISC OFFICE SUPPLIES - HP 56 INKJET CART	61.98
				MISC OFFICE SUPPLIES	25.97
				OFFICE SUPPLIES	56.42
					<u>146.96</u>
11/25/2015	159558	001151	AT&T	PHONE - ACCT 906 786-4902 919 7	306.99
11/25/2015	159559	001184	AUTO OWNERS INSURANCE	RESTITUTION - JOHNSON - CLAIM#22-5064-20	10.00
11/25/2015	159560	002127	BECKER AND ASSOCIATES	PACKING AND BEARING	42.45
11/25/2015	159561	002142	BERGMAN LAW OFFICE PC	PROBATE ATTORNEY FEES - NOVEMBER, 2015	1,742.74
				CIRCUIT ATTORNEY FEES - NOVEMBER 2015	1,583.33
					<u>3,326.07</u>
11/25/2015	159562	002151	ROBERT A. BERBOHM	EMERG MGMT SERVICES - NOVEMBER 2015	4,408.33
11/25/2015	159563	002164	BILLY ELECTRIC INC	CHANGE EXIT LIGHT IN BASEMENT AND RUN CO	425.02
11/25/2015	159564	003014	TIMOTHY F. CAIN	PROBATE ATTORNEY FEES - NOVEMBER, 2015	1,742.74
				CIRCUIT ATTORNEY FEES - NOVEMBER 2015	1,583.33
					<u>3,326.07</u>
11/25/2015	159565	003057	CCI SYSTEMS - NETWORKS	SMARTNET 8X5XNBD	48.56
11/25/2015	159566	003058	CBM FOOD SERVICE	INMATE FOOD 11/5 - 11/11/15	3,150.38
11/25/2015	159567	003061	CARQUEST AUTO PARTS	OIL AND FILTERS FOR FORD RANGER	22.65
11/25/2015	159568	003065	COAST TO COAST COMPUTER PRODUCTS	TONER	1,199.90
				TONER	149.97
				CREDIT FOR TONER RETURNED	(158.97)
				CREDIT FOR TONER RETURNED	(99.98)
					<u>1,090.92</u>
11/25/2015	159569	003110	CITY OF ESCANABA	UTILITY BILL - DISPATCH - ACCT 1-06-1320	75.94
11/25/2015	159570	003120	CITY OF ESCANABA	COST SHARING TAX TRIB APPEAL-OREILLY/AUT	151.04
11/25/2015	159571	003127	CARROT-TOP INDUSTRIES	SCRAPE MAT, HALYARD, SNAPHOOK	172.14
11/25/2015	159572	003130	CITY OF ESCANABA	ELECTRIC/WATER-SCN- ACCT-1-06-0570-01	17.76
				ELECTRICITY - CH - ACCT 1-06-1080-00	5,476.11
				SPRINKLER- SC - ACCT 1-06-0330-00	46.69
				ELECTRICAL SC-P ACCT- 1-06-1720-00	439.13
				WATER-GARBAGE - ACCT 1-06-0550-00	196.17
					<u>6,175.86</u>
11/25/2015	159573	003160	CLOVERLAND PAPER CO.	SOFT SOAP ANTI	30.37
11/25/2015	159574	003180	PATRICK CONNOR	JOINT PC AND COMMITTEE OF THE WHOLE MEET	22.30
11/25/2015	159575	003240	COOPER OFFICE EQUIPMENT INC.	COPIER MAINTENANCE - BIZHUB 282	132.00
11/25/2015	159576	004030	DAILY PRESS	JOB POST, RED ZONE, PLACEMAT, BRAND BUIL	958.16
				ELECTION PUBLICATIONS	1,175.24
					<u>2,133.40</u>
11/25/2015	159577	004075	DEGRAND, REARDON & HALL P.C.	DISTRICT COURT ATTY FEES - NOVEMBER 2015	2,083.33
				CIRCUIT ATTY FEES (PARMET) - NOVEMBER 20	1,583.33

159 554-159555 added

Check Date	Check	Vendor	Vendor Name	Description	Amount
11/25/2015	159578	004141	DELL MARKETING L.P.	OPTIPEX 7020	3,666.66
11/25/2015	159579	004144	DEKETO	SEPTEMBER 2015 MAINTENANCE ROD	1,825.50
11/25/2015	159580	004200	DELTA COUNTY CLERK	10% BOND - KESHICK - 15-9192-FH BALL - 15-FH-9144 10% AND FINES	1,256.00
11/25/2015	159581	004225	DELTA COUNTY REGISTER OF DEEDS	REMON COPIES	50.00
11/25/2015	159582	004270	DELTA COUNTY TREASURER	6 CANCELLATION OF FORFEITURE 1 REDEMPTION CERTIFICATE	558.00
11/25/2015	159583	004356	JOHN DENHOLM	JOINT PC AND COMMITTEE OF THE WHOLE MEET	608.00
11/25/2015	159584	004418	DTE ENERGY	NAT'L GAS - ACCT:4569 786 0001 7 NAT'L GAS - ACCT: 4576 012 0002 7 NAT'L GAS - ACCT 4576 012 0006 8 NAT'L GAS - ACCT 4576 012 0007 6 NAT'L GAS - ACCT:4576 043 0002 2 NAT'L GAS - ACCT:4576 043 0010 5 NAT'L GAS - ACCT:4576 043 0003 0 NAT'L GAS - ACCT 4576 021 0002 8	559.81 76.45 625.86 36.45 70.10 185.04 108.56 3,085.97
11/25/2015	159585	004426	PATTI DRINGOLI	RESTITUTION - DUROCHER - 13-FH-8805	4,748.24
11/25/2015	159586	004441	JASON DIX	MILEAGE REIMB - 10/22/15 - 11/23/15 PHONE REIMB- NOV 2015	58.00 120.18 35.00
11/25/2015	159587	004802	ECOLAB PEST ELIM DIV	ANT PROGRAM, ESTAT PEST REPORTING	155.18
11/25/2015	159588	004805	ECONOMOPOULOS LAW FIRM PC	PROBATE ATTORNEY FEES - NOVEMBER, 2015 DISTRICT ATTY FEES - NOV 2015 - J. ECONO	150.00 1,742.74 2,083.33
11/25/2015	159589	005030	ELMER'S COUNTY MARKET	RESTITUTION - OLSEN - 05-FH-7528	3,826.07
11/25/2015	159590	005033	WLUC TV-6 & FOX UP	TV 6 MARKETING PACKAGE FALL 2015 SPOTS NEWS AND NFL GAME SPOTS - OCT 2015 7 SPOTS FOX UP NEWS - NOV 2015	398.00 660.00 540.00 140.00
11/25/2015	159591	005050	EPIC AVIATION LLC	JET A 7704 X 1.60959 + TAX	1,340.00
11/25/2015	159592	005063	ESCANABA RADIOLOGY ASSOCIATES	MEDICAL SERVICES	14,666.31
11/25/2015	159593	006022	FASTENAL COMPANY	EQUIPMENT PARTS	254.00
11/25/2015	159594	006050	FIRST BANK	RESTITUTION - GUSTAFSON - 06-FH-7609 RESTITUTION - GUSTAFSON - 06-FH-7609 RESTITUTION - GUSTAFSON - 06-FH-7609	338.18 25.00 25.00 25.00
11/25/2015	159595	006053	FRATERNAL ORDER OF EAGLES	RESTITUTION - EVANS - 14-FH-8969 RESTITUTION - EVANS - 14-FH-8969	75.00 150.00 150.00

2

Check Date	Check	Vendor	Vendor Name	Description	Amount
11/25/2015	159596	006057	FIRST LUTHERAN CHURCH	RESTITUTION - OLIVER - 99-FH-6468	30.00
11/25/2015	159597	006088	DAN FORRESTER	THERAPY/MILEAGE 11/18/15 THERAPY - 11/18/2015	224.00 80.00 304.00
11/25/2015	159598	007011	GALLS, AN ARAMARK COMPANY	ID AND BADGE CASE - ACCT 4223899	17.02
11/25/2015	159599	007062	GBS INC	BALLOTS FOR NOVEMBER 2015 ELECTION	2,974.57
11/25/2015	159600	008080	BENNY HERIOUX	JOINT PC AND COMMITTEE OF THE WHOLE MEET	32.08
11/25/2015	159601	010110	JOHNSTON PRINTING & OFFSET	ENVELOPES, OFFICE PAPER	75.00
11/25/2015	159602	011050	K-MART	DIABETIC MEDICAL SUPPLIES	168.38
11/25/2015	159603	011054	ANN KANANEN	RESTITUTION - GRAVES - 12-FH-8675	20.00
11/25/2015	159604	011070	KOBAS ELECTRIC CO., INC.	MH1000/U LAMPS, VAC CAPACITOR	94.48
11/25/2015	159605	011080	NANCY KOLICH	MILEAGE TO IRON MTN CPL TRAINING, ELECTI	92.00
11/25/2015	159606	012022	LUCAS LADOUCEUR	RESTITUTION - MCMILLAN - 15-FH-9074 RESTITUTION - MCMILLAN - 15-FH-9074	50.00 30.00 80.00
11/25/2015	159607	012101	ANDREW LOSCALZO	RESTITUTION - PELTIN - 14-FH-9049	50.00
11/25/2015	159608	012131	PERRY LUND	PHONE REIMB - NOV 2015	35.00
11/25/2015	159609	013028	JAYNE MACKOWIAK	CIRCUIT ATTORNEY FEES - NOVEMBER 2015 COURT APPT ATTY FOR BARRETT 14VA846,847,	1,583.33 153.40 1,736.73
11/25/2015	159610	013116	RONALD MAYVILLE	RESTITUTION - SEYMOUR - 13-FH-8869	133.03
11/25/2015	159611	013175	ANNE B. MCNAMARA	CT APPTD REFEREE - NOVEMBER 2015	2,000.00
11/25/2015	159612	013179	MENARDS	PLANES-MOUNTING MATERIALS 90 W PAR38 3000K LED BUNGE ASSORT SS 5 PCS PAINT AND ANTIFREEZE HI TEMP SILICONE TO REPAIR DISH WASHER	23.82 47.96 9.98 48.96 38.97 169.69
11/25/2015	159613	013392	STATE OF MICHIGAN	CPL NEW APPLICANTS CPL RENEWAL APPLICATIONS CPL NEW APPLICATIONS CPL RENEWAL APPLICATIONS CPL NEW APPLICATIONS	384.00 1,664.00 1,856.00 2,624.00 2,048.00 8,576.00
11/25/2015	159614	013435	MIDWEST CLAIMS SERVICE	RESTITUTION - GUSTAFSON - 06-FH-7610 RESTITUTION - GUSTAFSON - 06-FH-7610 RESTITUTION - GUSTAFSON - 06-FH-7610	25.00 25.00 25.00 75.00
11/25/2015	159615	013614	JOHN MYERS	CANVASS NOVEMBER 2015 ELECTION	40.70
11/25/2015	159616	013616	MORPHOTRUST USA	FINGERPRINTING	348.00
11/25/2015	159617	014118	MARILYN NOBLE	CANVASS OF NOVEMBER ELECTION	36.14

Check Date	Check	Vendor	Vendor Name	Description	Amount
11/25/2015	159618	014266	NYE UNIFORM	PANTS FOR ROAD PATROL/TARDIFF RETURN ORDER - ROAD PATROL CREDIT	280.20 (114.00) <u>166.20</u>
11/25/2015	159619	016042	PEARSON ASBESTOS ABATEMENT INC	ASBESTOS TILE REMOVAL BASEMENT COURTHOUS	415.37
11/25/2015	159620	016055	JESSICA PELTO	MILEAGE FOR TRIP TO HOUGHTON TO INTERVIE	191.47
11/25/2015	159621	016076	PET PLACE	RESTITUTION - ARTS- 10-FH-8385	5.00
11/25/2015	159622	016088	PIT STOP QUICK LUBE	OIL CHANGE OIL CHANGE OIL CHANGE	56.00 56.00 37.99 <u>149.99</u>
11/25/2015	159623	017010	QUILL CORPORATION	OFFICE SUPPLIES	118.44
11/25/2015	159624	018029	VICTORIA A. RADKE	MILEAGE/LOGGING/MEALS - 11/11 - 13/15	898.19
11/25/2015	159625	018063	REINHART FOOD SERVICE	CUPS AND COFFEE FILTERS	34.12
11/25/2015	159626	018064	REDWOOD TOXICOLOGY LABORATORY INC.	PROBATION DEPT DRUG SCREENS - 9/30/2015	255.00
11/25/2015	159627	018077	UPPER MICHIGAN LAW	DISTRICT ATTY FEES - NOVEMBER 2015 - JES	2,083.33
11/25/2015	159628	018110	RICHER REFRIGERATION	COPELAND FAN MOTORS FOR IT AIR CONDITION TRANE FLAME SENSOR AND LABOR	399.44 120.50 <u>519.94</u>
11/25/2015	159629	018115	RIVERSIDE AUTO SALES, INC	CHECK ON AIRBAG LIGHT-TRANSPORT CAR	142.32
11/25/2015	159630	018204	ROBERT ROSHAK	RESTITUTION - LECLAIRE- 14-FH-9009 RESTITUTION - LECLAIRE - 14-FH-9009	200.00 200.00 <u>400.00</u>
11/25/2015	159631	019018	THOMAS SABOR	POSTAGE REIMBURSMENT DUBOVOSKY MTT PRE C	35.77
11/25/2015	159632	019021	STAPLES	OFFICE SUPPLIES-ACCT 6011 1000 4030 441 OFFICE SUPPLIES- ACCT 6011 1000 4030 441	14.48 267.76 <u>282.24</u>
11/25/2015	159633	019073	RANDY SCOTT	JOINT PC AND COMMITTEE OF THE WHOLE MEET	52.20
11/25/2015	159634	019128	SIGNS UNLIMITED	ADMIN PARK, CAR PARK, AIRLINE PARK - SIG	125.00
11/25/2015	159635	019168	KELLY SMITH	FED SIG PULSATOR LED-CLASS 2 - REIMB	177.21
11/25/2015	159636	019196	STANDARD ELECTRIC COMPANY	LIGHT BULBS CLEAR SILICONE	61.68 22.08 <u>83.76</u>
11/25/2015	159637	019228	STATE OF MICHIGAN	RESTITUTION - GAGNE - 12-FH-8594	25.00
11/25/2015	159638	019241	STATE OF MICHIGAN	RESTITUTION - EMMI - 15-FH-9143	500.00
11/25/2015	159639	019373	PHILIP STROM	CONFERENCE EXPENSES REIMBURSEMENT	313.53
11/25/2015	159640	019385	SUNLIFE FINANCIAL	LIFE INSURANCE- DECEMBER 2015	781.77
11/25/2015	159641	019406	BRIAN SWIFT	RESTITUTION - DUROCHER- 13-FH-8805	58.27
11/25/2015	159642	020031	BOBBI JO & ROBERT TAYLOR	RESTITUTION - BALDWIN - 14-FH-8994	20.00
11/25/2015	159643	020045	TELNET WORLDWIDE INC	PHONE - ACCT: CORP-005103 PHONE - ACCT: CORP-000861	181.28 928.10 <u>1,109.38</u>
11/25/2015	159644	020046	TECHNICAL RESOURCE MGMT LLC	FIELD TEST KITS	128.75
11/25/2015	159645	021048	U.P.S.E.T.	RESTITUTION - JENNIFER SEYMOUR - 15-9116	70.00

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Check Date	Check	Vendor	Vendor Name	Description	Amount
11/25/2015	159646	021070	U.P. POWER CO.	RESTITUTION - SNOW - 15-FH-9148	90.00
11/25/2015	159647	022017	JULIAN VANDECAVEYE	RESTITUTION - LOCKHART - 15-FH-9103	20.00
11/25/2015	159648	022025	VERIZON WIRELESS		180.00
11/25/2015	159649	022049	JAMES J VIAU	UTILITIES - ACCT 0420193263-00001	23.92
11/25/2015	159650	023033	ASSET PROTECTION RECOVERY	JOINT PC AND COMMITTEE OF THE WHOLE MEET	34.95
11/25/2015	159651	023076	TAMMY WETTHUHN	PHONE - ACCT: 482996167-00001	968.93
11/25/2015	159652	023121	WJMN-TV3	CIRCUIT ATTORNEY FEES (DIMENT) - NOVEMBE	1,583.33
11/25/2015	159653	084226	MARGARET CARIGNAN	RESTITUTION - SARNOWSKI - 11-FH-8410	50.00
11/25/2015	159654	084614	RENAISSANCE ACADEMY OF BEAUTY	PHONE REIMB - NOV 2015	35.00
11/25/2015	159655	084851	DR. STEVEN FLATH	SPOTS ON THE NEWS - OCT 2015	700.00
11/25/2015	159656	084889	UPPER LAKES TOWING COMPANY	CANVASS OF NOVEMBER 2015 ELECTION	36.14
11/25/2015	159657	085015	TIMOTHY KOBASIC	RESTITUTION - LEMIRE- 01-FH-6745	5.00
11/25/2015	159658	085379	MICHAEL & NANCY KOSSOW	RESTITUTION - BEAUCHAMP- 15-FH-9066	25.00
11/25/2015	159659	085431	MEEMIC INSURANCE COMPANY	RESTITUTION - BEAUCHAMP - 11-FC-8445	25.00
11/25/2015	159660	CLERK MISC	WENDY M BALL		50.00
11/25/2015	159661	CLERK MISC	SAVANNAH RUVOLO		50.00
11/25/2015	159662	CLERK MISC	FIRST MERIT BANK		100.00
11/25/2015	159663	DLQ TAX	JOHN LAPORTE	RESTITUTION - JOHNSON - 10-FH-8324	100.00
11/25/2015	159664	PROS MISC	RITA M. THIBEAULT	RESTITUTION - ARBOUR - 11-FH-8519	50.00
11/25/2015	159665	PROS MISC	ALLYSON DONEAU	RESTITUTION - ARBOUR - 11-FH-8519	50.00
11/25/2015	159666	PROS MISC	TOM MEYER	RESTITUTION - ARBOUR - 11-FH-8519	100.00
11/25/2015	159667	PROS MISC	REBECCA GAUTHIER	RESTITUTION - IVES - 11-FH-8522	200.00
11/25/2015	159668	TREAS MISC	TAMMI JOHNSON	RESTITUTION CHILDRESS - CLAIM#01518481-7	5.00
				RETURN BALANCE BOND - S GOOD - 15-FH-914	442.00
				RETURN BOND - KESHICK - 15-FH-9192	450.00
				RESTITUTION - KELLY SMITH - 15-9111-FH	500.00
				RESTITUTION - KELLY SMITH - 15-9111-FH	2,250.00
					2,750.00
				OVERPAY DLQ TAX 051-350-2930-328-009	326.05
				TRANSCRIPTS FOR LANAVILLE TRIAL (M12-150	21.00
				WITNESS FEE	8.00
				WITNESS FEE	8.40
				WITNESS FEE	6.00
				REPLACE LOST CHECK# 18110 ISSUED OUT OF	44.00
FIRST TOTALS:					
Total of 113 Checks:					94,764.38
Less 0 Void Checks:					0.00
Total of 113 Disbursements:					94,764.38

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Check Date	Check	Vendor	Vendor Name	Description	Amount
Bank FIRST ALL FUNDS					
			<i>159669-159684 PIRE + PIRE-DED</i>		
12/03/2015	159685	002170	BEHOIT'S GLASS & LOCK	KEYS RU45	24.00
12/03/2015	159686	003060	CDW GOVERNMENT INC	IPAD PRO	780.00
12/03/2015	159687	003087	CHARTER COMMUNICATIONS	CABLE - ACCT 8245 12 032 0091915	240.87
12/03/2015	159688	003240	COOPER OFFICE EQUIPMENT INC.	BIZHUB C353 USAGE	385.81
12/03/2015	159689	003255	CORRECTIONAL HEALTHCARE COMPANIES I	Q3 BILLING-JULY/AUG/SEPT 2015	1,625.58
12/03/2015	159690	003267	BRANDON COUVILLION	PHONE REIMB- NOVEMBER 2015	45.00
12/03/2015	159691	004141	DELL MARKETING L.P.	PRINTER	239.99
12/03/2015	159692	004160	DELTA ANIMAL SHELTER	APPROPRIATION- FY 15/16	25,000.00
12/03/2015	159693	004270	DELTA COUNTY TREASURER	39 REDEMPTIONS 10/17-11/23/15	390.00
12/03/2015	159694	004272	DELTA DISPOSAL	GARBAGE DISPOSAL - ACCT: 496	395.00
12/03/2015	159695	004419	STEVEN A. DOSH, M.D.	MEDICAL EXAMINER FEES- DECEMBER 2015	3,500.00
12/03/2015	159696	004446	SUSANNE DUBORD	OUT OF COUNTY TRAVEL - LUNCH 10/7/2015	8.50
12/03/2015	159697	004800	ECONOMIC DEVELOPMENT ALLIANCE	MEMBERSHIP DUES	20,000.00
12/03/2015	159698	005024	ELAINE BOYNE	DHS BOARD-NOV 2015	5.60
12/03/2015	159699	005043	DEBBI SPRINGSGUTH	DHS BOARD- NOV 2015	19.60
12/03/2015	159700	005063	ESCANABA RADIOLOGY ASSOCIATES	MEDICAL BILL	223.00
12/03/2015	159701	006022	FASTENAL COMPANY	SOCKET SET AND BOLTS	150.76
12/03/2015	159702	006088	DAN FORRESTER	THERAPY 11/18/15; MILEAGE 11/25/15	224.00
12/03/2015	159703	007130	ROBERT E. GOEBEL JR.	PHONE REIMB - OCT/NOV 2015	70.00
12/03/2015	159704	007160	GOV. FINANCE OFFICERS ASSOC.	MEMBERSHIP DUES- N. SABOR & BERGMAN - 20	250.00
12/03/2015	159705	008027	HANNAHVILLE TRIBAL COURT	CHRISTOPHER TEEPLE-OUT OF COUNTY BOND	500.00
				GIDGET RITCHIE-OUT OF COUNTY BOND	500.00
					<u>1,000.00</u>
12/03/2015	159706	008034	JEFF HANSEN	MEAL REIMB 11/25/15 - PRISONER TRANSPORT	15.17
12/03/2015	159707	009025	INDUSTRIAL MAINTENANCE SERVICES INC	SECURITY ROOM CONVERSION FROM EMER MGMT	12,820.00
12/03/2015	159708	013037	JOHN MALNAR	MILEAGE/PHONE REIMB-NOV 2015	388.35
12/03/2015	159709	013086	MARQUETTE COUNTY SHERIFF DEPT	BOND- LUCAS SAGATAW	306.00
12/03/2015	159710	013095	DLP MGT PHYSICIAN PRACTICES INC	PHYSICAL/DRUG SCREEN-NEW EMPLOYEE	203.00
12/03/2015	159711	013097	MARTEL ELECTRONICS INC	REPLACE MAIN BOARD ON CAR VIDEO SYSTEM	110.00
12/03/2015	159712	013175	ANNE B. MCNAMARA	REIMB STATE BAR OF MI DUES 2015-16	365.00
12/03/2015	159713	013349	MICHIGAN MUNICIPAL RISK MANAGEMENT	INS GENERAL FUND 7/1/15-7/1/16	44,206.00
				INS RETENTION FUND 7/1/15-7/1/16	6,250.00
					<u>50,456.00</u>
12/03/2015	159714	013426	STATE OF MICHIGAN	JURY SERVICES C47 BILLING CODE 1530-03	366.61
12/03/2015	159715	013559	KATHRYN MORSKI	17 INSPECTION VISITS-THRU 11/26/15	663.00
12/03/2015	159716	014210	NORTHERN PLUMBING & HEATING	SPRAYER HANDLE	53.47
				SHIMS	3.87
					<u>57.34</u>
12/03/2015	159717	015025	OFFICE DEPOT	OFFICE SUPPLIES	55.38
				OFFICE SUPPLIES	3.99
					<u>59.37</u>
12/03/2015	159718	016032	P & M INSPECTIONS, INC.	PAYROLL 11-16-2015 THROUGH 11-27-2015	946.00
12/03/2015	159719	016042	PEARSON ASBESTOS ABATEMENT INC	REMOVAL OF ASBESTOS IN FLOOR TILE	796.00
12/03/2015	159720	018063	REINHART FOOD SERVICE	THERMOMETER AND SKIMMERS	33.65
				GARBAGE BAGS, LUNCH BAGS AND SPOONS	217.69
					<u>251.34</u>

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Check Date	Check	Vendor	Vendor Name	Description	Amount
12/03/2015	159721	018090	RICHARD'S PRINTING	ENVELOPES	52.00
12/03/2015	159722	018116	DAVID RIVARD	MILEAGE/PHONE REIMB-OCT 2015	73.83
12/03/2015	159723	018190	ELIZABETH ANN ROMAN	ADMIN EXPENSE - OCTOBER 2015	50.00
12/03/2015	159724	019031	SAGINAW COUNTY PROBATE COURT	CONTRACTED TTY THRU SAGINAW COUNTY FOR D	65.00
12/03/2015	159725	019356	STERICYCLE, INC	HAZARDOUS WASTE PICKUP	153.51
12/03/2015	159726	019378	STREICHER'S	PEPPER SPRAY	82.94
12/03/2015	159727	022025	VERIZON WIRELESS	PHONE - ACCT 482996167-00001	344.75
12/03/2015	159728	023016	KURT WILSON	MEAL REIMB TRAINING 11/2-11/5/15	27.50
12/03/2015	159729	084072	LUKE HAMLIN	PHONE REIMB - OCTOBER 2015	35.00
12/03/2015	159730	DLQ TAX	DOUGLAS BEAUCHAMP	OVERPAY 014-700-015-00	39.63

FIRST TOTALS:

Total of 46 Checks: 123,305.05
 Less 0 Void Checks: 0.00
 Total of 46 Disbursements: 123,305.05

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Check Date	Check	Vendor	Vendor Name	Description	Amount
Bank FIRST ALL FUNDS					
12/10/2015	159731	001022	LEXISNEXIS A DIV OF REED ELSEVIER	SUBSCRIPTION (01-NOV-2015 - 30-NOV-2015)	300.00
12/10/2015	159732	001028	J.F. AHERN CO.	ANNUAL MAINT/ PARTS FIRE EXTINGUISHERS	628.90
12/10/2015	159733	001033	ADVANCED WIRELESS TELECOM	TOUGHBOOK/DOCKING STATION/WARRANTY/ANTEN	19,567.96
12/10/2015	159734	001050	ALGER DELTA ELECTRIC ASSOC.	TOWER POWER ACCT 200500	145.33
12/10/2015	159735	001132	APPLE OFFICE PRODUCTS	OFFICE SUPPLIES	41.47
12/10/2015	159736	002073	BOB BARKER CO.	RAZORS, TOOTHPASTE, GLOVES	875.02
12/10/2015	159737	002080	BAY DE NOC COMMUNITY COLLEGE	HANNAHVILLE 2%- ONE DAY DRUG AWARENESS C	4,000.00
12/10/2015	159738	002344	AUDRA & MATTHEW BUCHMILLER	LOLA TILOT FOSTER CARE FOR NOVEMBER 2015	517.20
12/10/2015	159739	003058	CBM FOOD SERVICE	FOOD SERVICE 11/19/15 - 11/25/15	3,090.42
12/10/2015	159740	003080	CHAMBER OF COMMERCE-DELTA COUNTY	HANNAHVILLE 2%-COLLABORATIVE TASK	4,900.00
				HANNAHVILLE 2%- ECONOMIC DEVELOPMENT	60,000.00
				HANNAHVILLE 2%- EDA MEMBERSHIP	3,000.00
					<u>67,900.00</u>
12/10/2015	159741	003120	CITY OF ESCANABA	PENAL FINES - NOVEMBER 2015	1,622.94
12/10/2015	159742	003130	CITY OF ESCANABA	UTILITIES - ACCT: 4-35-3300-07	7.63
				UTILITIES - ACCT: 4-35-3750-00	2,603.79
				UTILITIES - ACCT: 4-35-4310-01	11.00
				UTILITIES - ACCT: 4-35-3742-00	18.75
				UTILITIES - ACCT: 4-35-4360-00	190.39
				UTILITIES - ACCT: 4-35-3761-00	46.69
				UTILITIES - ACCT: 4-35-3730-00	17.49
				UTILITIES - ACCT 4-35-4350-00	21.30
				UTILITIES - ACCT: 4-35-3720-00	13.02
				UTILITIES - ACCT: 4-35-3760-00	24.76
				UTILITIES - ACCT: 4-35-4370-00	90.39
					<u>3,045.21</u>
12/10/2015	159743	003140	CITY OF GLADSTONE	PENAL FINES - NOVEMBER 2015	318.34
12/10/2015	159744	003160	CLOVERLAND PAPER CO.	TOILET PAPER	438.10
				TOILET PAPER	306.67
				TOILET PAPER	350.48
					<u>1,095.25</u>
12/10/2015	159745	003170	COMMUNITY ACTION AGENCY	NOV 2015 PROPERTY TAXES	5.29
				HOUSING FUND REQUEST #9 HOUSING FUNDS	28,063.00
					<u>28,068.29</u>
12/10/2015	159746	003180	PATRICK CONNOR	PC MEETING	22.30
12/10/2015	159747	004141	DELL MARKETING L.P.	COMPUTER	996.92
12/10/2015	159748	004160	DELTA ANIMAL SHELTER	HANNAHVILLE 2%- DELTA ANIMAL SHELTER	11,774.00
12/10/2015	159749	004200	DELTA COUNTY CLERK	GRABOWSKI - BOND TO FINES & 10% 15-FH-9	858.00
				APPLY BOND TO FINES - BRICKER - 12-DS-21	50.00
					<u>908.00</u>
12/10/2015	159750	004205	DELTA COUNTY FRIEND OF THE COURT	BRICKER - 12-DS-21759	950.00
12/10/2015	159751	004230	DELTA COUNTY ROAD COMMISSION	GASOLINE - OCTOBER 2015	280.97
12/10/2015	159752	004240	DELTA COUNTY SHERIFF DEPT.	PRISONER TRANSPORT - MICHAEL KARPPIENEN	700.00
12/10/2015	159753	004241	DELTA COUNTY 4-H COUNCIL	5 BOOKS- NOV 2015	170.00
12/10/2015	159754	004272	DELTA DISPOSAL	GARBAGE PICK UP-ACCT COM00040	163.95
12/10/2015	159755	004356	JOHN DENHOLM	PC MEETING	89.00

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Check Date	Check	Vendor	Vendor Name	Description	Amount
12/10/2015	159756	004446	SUSANNE DUBORD	VENDING MACHINE REVENUE WITHDRAWAL	2,427.37
12/10/2015	159757	005030	ELMER'S COUNTY MARKET	COFFEE FOR TRUSTEES AND DISH SOAP	113.60
12/10/2015	159758	005033	WLUC TV-6 & FOX UP	TV 6 MARKETING PACKAGE FALL 2015 PACKERS VS VIKINGS - AD SPOTS	660.00 400.00 <u>1,060.00</u>
12/10/2015	159759	006011	FACILITY DUDE	MAINTENANCEEDGE AND QUICK START	3,470.00
12/10/2015	159760	006067	FLOLINE MEDIA	15 SECOND MARKETING SPOT	75.00
12/10/2015	159761	006087	KYLIE FORVILLY	WITNESS FEES IN FORVILLY MINORS HEARING	12.00
12/10/2015	159762	006088	DAN FORRESTER	THERAPY AND MILEAGE 12/2/15	764.00
12/10/2015	159763	006091	FOUR SEASONS, INC.	OIL FILTER GRASSHOPPER MOWER	8.95
12/10/2015	159764	006093	TEISH FOSTER	ISAIAH LEDFORD -CARE NOVEMBER 2015	517.20
12/10/2015	159765	006121	FRIENDS OFFICE PRODUCTS	OFFICE SUPPLIES	67.95
12/10/2015	159766	007083	TERRI GILBERT	CARE FOR AUBREEE DEGRAVES -NOVEMBER 2015	517.20
12/10/2015	159767	008031	MARK HANSON	MEAL REIMB - NOVEMBER 2015	47.50
12/10/2015	159768	008049	MARY HARRINGTON	MILEAGE/PHONE REIMB-NOV	159.50
12/10/2015	159769	008052	NEOPOST USA INC	METER RENTAL	945.00
12/10/2015	159770	008056	WENDY HATHAWAY	KALLEANNA BERTRAND - CARE NOV 2015	517.20
12/10/2015	159771	008080	BENNY HERIOUX	KARTER URMANSKI FOSTER CARE FOR NOVEMBER	517.20
12/10/2015	159772	008090	HIAWATHA CHEF SUPPLY	KENZIE DOYEN FOSTER CARE FOR NOVEMBER 20	517.20
12/10/2015	159773	008111	REGINA F. HOWELL	KYLA CARPENTER FOSTER CARE FOR NOVEMBER	517.20
12/10/2015	159774	008114	HOPE AT THE INN HOMELESS SHELTER	PC MEETING	32.08
12/10/2015	159775	008124	MATT HUGHES	TISSUE, CUPS AND TOWELS	307.75
12/10/2015	159776	009026	INDUSTRIAL MARKETING	ANTI BACTERIAL SOAP	499.32
12/10/2015	159777	011019	LISA A KEENEY	CREDIT MEMO FOR FRYER	(207.48)
12/10/2015	159778	011071	KMB BROADCASTING INC	REIMB POSTAGE TO COAPPEALS FOR LAMARCHE	599.59
12/10/2015	159779	012021	LaDOLCE VIDEO	HANNAHVILLE 2*- HOPE AT THE INN HOMELESS	15.25
12/10/2015	159780	012078	TRANSUNION RISK AND ALTERNATIVE	PHONE REIMB- NOV 2015	5,000.00
12/10/2015	159781	012091	SANDRA LINSMEYER	O RINGS, BEARING BALL, SEAL BEARING	35.00
12/10/2015	159782	013179	MENARDS	CHILD SUPPORT FOR LEILANI ORTA 3 PAY PER	363.08
12/10/2015	159783	013183	MENOMINEE COUNTY SHERIFF	CHILD SUPPORT FOR PERIOD 11/12 TO 11/19/ SUPPORT FOR PERIOD 11/20 TO 11/26/15	241.38 80.46 80.46 <u>402.30</u>
12/10/2015	159784	013183	MENOMINEE COUNTY SHERIFF	COMMERCIALS - MARKETING NOVEMBER 2015	325.00
12/10/2015	159785	013183	MENOMINEE COUNTY SHERIFF	SPORTS PACKAGE - MARKETING NOVEMBER 2015	350.00
12/10/2015	159786	013183	MENOMINEE COUNTY SHERIFF	ANNUAL DOMAIN RENEWAL, DEDICATED IP HOST	675.00
12/10/2015	159787	013183	MENOMINEE COUNTY SHERIFF	INVESTIGATIVE CHECKS	361.00
12/10/2015	159788	013183	MENOMINEE COUNTY SHERIFF	BROOKLYN GORDON CARE - NOVEMBER 2015	8.50
12/10/2015	159789	013183	MENOMINEE COUNTY SHERIFF	NEW HAND CARTS FOR COURTHOUSE	617.70
12/10/2015	159790	013183	MENOMINEE COUNTY SHERIFF	SHOP LIGHT AND SHOP TOWELS	139.98
12/10/2015	159791	013183	MENOMINEE COUNTY SHERIFF	OIL AND SEAFOAM FOR WINTERIZING EQUIPMEN	28.93
12/10/2015	159792	013183	MENOMINEE COUNTY SHERIFF	BUILDING- HOLIDAY DECORATIONS	54.38
12/10/2015	159793	013183	MENOMINEE COUNTY SHERIFF	BAD ADDRESS ATTEMPT	102.95
12/10/2015	159794	013183	MENOMINEE COUNTY SHERIFF	BAD ADDRESS ATTEMPT	326.24
12/10/2015	159795	013183	MENOMINEE COUNTY SHERIFF	BAD ADDRESS ATTEMPT	14.45

Check Date	Check	Vendor	Vendor Name	Description	Amount
12/10/2015	159784	013392	STATE OF MICHIGAN	CPL RENEWAL APPLICATIONS CPL NEW APPLICATIONS	4,224.00 1,408.00 <u>5,632.00</u>
12/10/2015	159785	013616	MORPHOTRUST USA	FINGERPRINTING FOR CPL	384.00
12/10/2015	159786	014192	NORWAY SPRINGS INC	RENT - WATER PRISTINAA 2 X 7.20	19.90 34.30 <u>54.20</u>
12/10/2015	159787	014210	NORTHERN PLUMBING & HEATING	DRAIN CLEANER	55.66
12/10/2015	159788	014212	NORTHERN UNITED FEDERAL CREDIT UNIO	NOVEMBER 2015 - ACCT 0211	182.38
12/10/2015	159789	014250	NU-WAY CLEANERS	DRY CLEANING FOR ADMIN AND ROAD PATROL-N	160.35
12/10/2015	159790	015025	OFFICE DEPOT	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	276.39 22.99 36.29 83.98 15.19 <u>434.84</u>
12/10/2015	159791	016088	PIT STOP QUICK LUBE	OIL CHANGE OIL CHANGE	47.00 56.00 <u>103.00</u>
12/10/2015	159792	016140	PUMMILL PRINT SERVICE LLC	10 CASES DOUBLE WINDOW ENVELOPES FOR TAX DLQ- PRINTED DOUBLE WINDOW ENVELOPES	843.50 213.44 <u>1,056.94</u>
12/10/2015	159793	017009	QUALITY SEW & VAC	BAGS TYPE HEPA 3 PACK B	29.85
12/10/2015	159794	017010	QUILL CORPORATION	ENVELOPES ENVELOPES ENVELOPES ENVELOPES CREDIT MEMO FOR ENVELOPES CREDIT MEMO FOR ENVELOPES CREDIT MEMO FOR ENVELOPES	74.97 24.99 49.98 86.97 (26.49) (74.97) (49.98) <u>85.47</u>
12/10/2015	159795	018067	REAL ESTATE TRF.TAX,DEPT.77627	RE TRANSFER NOV 2015	39,352.50
12/10/2015	159796	018211	ROY NESS CONTRACTING & SALES INC	INSTALL WHITE BOARDS AT SERVICE CENTER	642.88
12/10/2015	159797	019018	THOMAS SABOR	POSTAGE MIT IVAN MALNAR CASE	28.10
12/10/2015	159798	019031	SAGINAW COUNTY PROBATE COURT	CONTRACTED ATTY THRU SAGINAW COURT FOR D	130.00
12/10/2015	159799	019196	STANDARD ELECTRIC COMPANY	WORK LIGHT	92.55
12/10/2015	159800	019201	STATE OF MICH,ST.EDUCATION TAX	SET & TLR TAX 11/16-11/30/15	23,180.55
12/10/2015	159801	019300	STATE OF MICHIGAN	SALES TAX - NOVEMBER 2015	1,546.63
12/10/2015	159802	019375	STROPICH OIL COMPANY	UNLEADED 267.8 X 2	535.60
12/10/2015	159803	020029	TODD TARDIFF	SHOP WITH A COP MONEY	10,900.00
12/10/2015	159804	020031	BOBBI JO & ROBERT TAYLOR	RESTITUTION - BALDWIN - 14-8994-FH	20.00
12/10/2015	159805	020051	JASON P THIBEAULT,	BOOT ALLOWANCE 2015-16	99.07
12/10/2015	159806	021034	UP HEALTH SYSTEM-MARQUETTE	PHYSICAL FOR JAIL HIRES	360.00
12/10/2015	159807	021041	U.P. ACTION NEWS	PC ADS	276.00
12/10/2015	159808	021060	UPPER PENINSULA FAMILY SOLUTIONS	JORDON POPIOLEK FOSTER CARE FOR NOVEMBER	667.20

Check Date	Check	Vendor	Vendor Name	Description	Amount
12/10/2015	159809	021077	U.P. STATE FAIR AUTHORITY	JORDON POPIOLEK HOLIDAY PAY 11/30/2015	25.00
12/10/2015	159810	022017	JULIAN VANDECAVEYE	KALYN JONES FOSTER CARE FOR NOVEMBER 201	517.20
12/10/2015	159811	023064	LELAND WELLMAN	HOLIDAY PAY FOR KALYN JONES 11/30/2015	25.00
12/10/2015	159812	023117	WUPF FM	ZARIAYAH FONTAINE - CARE NOVEMBER 2015	517.20
12/10/2015	159813	023121	WJMN-TV3	ZARIAYAH FONTAINE HOLIDAY PAY 11/30/2015	25.00
12/10/2015	159814	023140	WRIGHT EXPRESS FINANCIAL SERVICES	DONOAN FONTAINE FOSTER CARE NOVEMBER 1-5	111.20
12/10/2015	159815	025000	XEROX CORPORATION	DOMINICK FONTAINE FOSTER CARE NOVEMBER 1	111.20
12/10/2015	159816	026091	KAMMI YOUNG		1,999.00
12/10/2015	159817	084072	LUKE HAMLIN	PREMIUM BOOK ADVERTISING	315.00
12/10/2015	159818	085319	RIVERSIDE CHEVROLET	PC MEETING	34.95
12/10/2015	159819	CLERK MISC	HELENA WILLIAMS	RESTITUTION PAID BY WILLIAM MASON	577.00
12/10/2015	159820	CLERK MISC	JOHN E. SCHNEIDER	LIVE MENTIONS, BONUS, SPONSORSHIP - MARK	349.00
12/10/2015	159821	CLERK MISC	CLARENCE GRABOWSKI	MARKETING SPOTS	700.00
12/10/2015	159822	CLERK MISC	CHRISTOPHER PETERSON	LOCAL NEWS WEBSITE-MARKETING	100.00
12/10/2015	159823	DLQ TAX	GARNET MCGILLVIRAY	NFL GAME 11/22 - MARKETING SPOTS	250.00
12/10/2015	159824	DLQ TAX	MICHAEL POMA		1,050.00
12/10/2015	159825	FOC MISC	OCONTO COUNTY SHERIFF'S OFFICE		
				IT EQUIP/WAND METAL DETECTOR/ELECT STRIK	1,773.83
				PRINTER NOVEMBER 2015-ACT 718015423	33.46
				CARE CALEIGH GORDON-NOVEMBER 2015	797.70
				CALEIGH GORDON HOLIDAY PAY -11/30/2015	25.00
					822.70
				MILEAGE REIMB - NOVEMBER 2015	204.12
				LIGHT BULBS FOR TAHOE	62.72
				RESTITUTION - JONES - 15-FH-9066	200.00
				RETURN BOND - LONDON - 15-FH-9221	5,000.00
				RETURN BOND - 10% - LONDON - 15-FH-9196	1,350.00
					6,350.00
				RETURN BOND LESS FINES - GRABOWSKI - 15-	142.00
				OVERPAY PISTOL PERMIT	15.00
				OVERPAY 052-353-004-00	45.46
				OVERPAY 006-613-016-00	9.17
				SERVICE ON TRACY A BAHR	53.00
FIRST TOTALS:					
Total of 95 Checks:					267,354.71
Less 0 Void Checks:					0.00
Total of 95 Disbursements:					267,354.71

11

DELTA COUNTY TRAVEL EXPENSE VOUCHER

Vendor Number: 13037

Line item: _____

Department _____

Charged: _____

Date: _____

Employee: John Malnar

Address: _____

Period

Covered: From 10-30-15 to 11-12-15

Date	\$20.00 0-3 hrs	\$35.00 3-6 hrs	\$50.00 over 6 hrs	Meeting	Meals Other	Comments	Mileage	Mileage \$	Meeting \$
10-30	X			meet with Roy & Plumcreek on Purchasing			26		20 ⁰⁰
10-30	X			FDA			32		20⁰⁰
10-30	X			meeting Ryan B, Dave R			32		20 ⁰⁰
11-2	X			PERSONAL			32		20 ⁰⁰
11-3	X	X		BOARD Meeting			28		35 ⁰⁰
11-4	X	X		Village of Garden			28		35 ⁰⁰
11-5	X			meeting w/ Vicki Schwab			14		20 ⁰⁰
11-5			X30	work - UPACC			58		50 ⁰⁰
11-5				M; works filled in for Johnson					
11-6		X		UPACC			58		35 ⁰⁰
11-10	X			UPCAP					20 ⁰⁰
11-9	X			Ed McBroom			28		20 ⁰⁰
11-9	X			Nahms Township			51		20 ⁰⁰
11-10	X			meeting o/s whole			28		20 ⁰⁰
11-11				Solar energy, mites only			32		
11-12	X			Capped task force			26		20 ⁰⁰
11-12	X			BLL			32		20 ⁰⁰

I hereby certify that all items of expense included in this statement were incurred in the discharge of authorized official business, that the amounts are correct, and that they represent proper charges against the County.

TOTAL PER DIEM: _____

101-101-710.002

TOTAL MILEAGE: _____

101-101-860.001

TOTAL PHONE: 10.00

101-101-850.000

OTHER: _____

NATURE OF BUSINESS: _____

SIGNED: John Malnar

GRAND TOTAL: _____

APPROVED: _____

Delta County Travel Expense Voucher

Employee: David Rivard 18116

Date: October 2015

Date	0-3 hrs	3-6 hrs	over 6 hrs	Meeting	Meals/Other	Comments	Mileage
10/01/2015	X			Other		Meet w mayor of escanaba	11
10/02/2015	X			Building and Grounds			12
10/06/2015	X			Board			8
10/12/2015	X			Board		ESCANABA Twp	8
10/13/2015	X			Road Commission		Work shop only	8
10/13/2015	X			Board		Reg board	6
10/13/2015	X			Other		Delete. This one	0
10/13/2015	X			Other		Delete this one	0
10/14/2015	X			Building and Grounds			14
10/19/2015	X			Other		Negotiations	14
10/20/2015	X	+		Board			8
10/21/2015	X			Board		Well's twp	8
10/21/2015	X			Other		Delete this one	0
10/21/2015	X			Other		Delete this one	0
10/23/2015		X		CUPPAD		Menominee	0
10/26/2015	X			Other		Negotiations	14

200 70

111

63.83

Need phone bill ending 11/1/15

I hereby certify that all items of expense included in this statement were incurred in the discharge of authorized official business, that the amounts are correct, and that they represent proper charges against the County.

TOTAL PER DIEM 101-101-710.002: 270.00
 TOTAL MILEAGE 101-101-860.001: 63.83
 TOTAL PHONE 101-101-850.000: 10.00
 OTHER: _____

SIGNED:  AP 83
73

GRAND TOTAL: 343.83

15

**DELTA COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY
310 LUDINGTON STREET
ESCANABA, MI 49829**

BA

December 10, 2015

TO: Delta County Board of Commissioners
FROM: Peter Van Steen 
SUBJECT: Submission of 2016 EPA Brownfield Assessment Grant

Delta County received, in 2008, a \$400,000 grant through the EPA Brownfields program to conduct assessment and other environmental studies throughout the county. These funds were utilized by the county brownfield authority in completing in excess of 20 studies resulting in the reuse of many vacant properties throughout the county. All of the funds have been expended.

Since the conclusion of this successful venture, each year Delta County has applied to the EPA to continue this brownfield assessment project and each year has been unsuccessful.

The Delta County Brownfield Authority is once again seeking funds through the EPA for assessment work in the county. The request for brownfield funding is a partnership with Delta County, City of Escanaba, Wells Township and the Hannahville Indian Community. Delta County would take the lead role with the Coalition application. The Coalition grant application is requesting \$600,000 for assessment of petroleum and non-petroleum contaminated sites. The application identifies a targeted area of the county in Wells Township along Lake Michigan where there has been a number of industrial uses and plans by the Hannahville Indian Community to redevelop the area, as well as along the North Shore area in the city of Escanaba. Funds would also be made available county wide to address brownfield sites.

We have received letters of support from various organizations and entities in the county pledging their support of the program. One item new this year is utilizing students from Bay College in conducting a survey in the targeted area; this was included as result of comments from a reviewer regarding the county's unsuccessful application last year.

The application is basically the same as presented in years past, but with modifications made in response to comments made by proposal reviewers.

If successful, the administration of the grant would be through the Delta County Brownfield Authority along with input from the Coalition members (City of Escanaba, Wells Township and Hannahville Indian Community). An agreement has been signed by all parties indicating how the funds are to be distributed among the members; this was developed several years ago when the county applied for funding as a Coalition.

The Delta County Brownfield Redevelopment Authority is requesting the County Board authorize submission of an EPA brownfield assessment grant. If successful and as a condition of grant award, the county would need to conduct a required public hearing to gather public input.

B3

Agreement for the Provision of Equalization Services

This Agreement ("Agreement" or "Contract") entered into as of the ____ day of _____ 2015 by and between Delta County Michigan, hereinafter called ("COUNTY") with offices at 310 Ludington Street, Room 222, Escanaba, MI 49829, and AIS Marketing, Inc., hereinafter called ("AIS") with offices at 3 Bramblett Hollow, O'Fallon, MO 63366.

RECITALS

WHEREAS, COUNTY has need for a Level IV certified Equalization Director to review, certify and sign the County's Equalization studies, perform required on-site field assessments and to perform other related equalization services; and

WHEREAS, AIS Marketing, Inc. is engaged in the business of providing contract equalization services and which will for the term of this agreement employ one or more Level IV certified Equalization Director as certified by the State Assessor's Board to perform such services.

ARTICLE I Statement of Work (SOW)

1.1 AIS shall provide the following services:

The supervision and provision of services that ensures that Delta County meets all requirements of Michigan state law regarding equalization and assessment services in effect at the time of execution of this agreement. All services will be performed under the direction of a Level IV certified Equalization/Assessment Director who is certified by the State Assessor's Board to perform such services.

Specifically AIS will provide:

- a. Completion and timely filing of all reports required by Delta County to be filed under state law.
- b. Preparation and coordination of Delta County's annual apportionment report.
- c. Representing the Delta County Board of Commissioners at the State Tax Tribunal regarding the procedure/data utilized to perform the equalization process.
- d. Overseeing the appraisal of real and personal property within Delta County.
- e. Completion of required annual appraisal/sales studies within Delta County.
- f. Preparation of the annual equalization report for presentation to the Delta County Board of Commissioners.
- g. Preparation of statistical information and analysis of the information concerning property valuations in Delta County.

- h. Training of and on-going support and oversight of local unit assessors within Delta County.
- i. Attendance at meetings of the Delta County Board of Commissioners regarding work prepared by the Delta County Equalization Department as overseen by AIS's Equalization/Assessment Director.
- j. AIS Equalization will support Delta County's Emergency Management function by providing in-office support during times of a declared state or federal emergency.

AIS will be available to provide on-site damage assessment and other requested services at mutually agreed to hourly or per unit rate. On-site damage assessment and other emergency management services will be offered to any county or local unit within the COUNTY service area.

ARTICLE II Responsibilities of County

2.1 Delta County shall be responsible for:

- a. Maintaining staffing level, employee benefits and travel and training budget. AIS Equalization/Assessment Director.
- b. Providing sufficient office space.
- c. Providing telephone service.
- d. Support and maintenance of the BS&A system.
- e. Computer Contract Supplies.
- f. Printing, postage and legal notices
- g. The appointment of AIS's Equalization/Assessment Director as Equalization Director for Delta County.

ARTICLE III Compensation and Payment Schedule

- 3.1 AIS will be paid \$95,000 per year, payable on the first day of each calendar quarter beginning on January 1, 2016.
- 3.2 AIS reserves the right to charge 1.5% interest per month on any balances due that have not been paid 31 days after the quarterly due date.

ARTICLE IV Changes to Work or Schedule

- 4.1 COUNTY may, by written, emailed or faxed order to AIS, request changes ("Change Order") in the services to be performed on the Project as described in Article I – Statement of Work. If, in the opinion of AIS, any such Change Order

causes an increase in AIS's cost of, or time required for, performance of any services or additional services under this Agreement, then the parties shall within ten days mutually agree upon an equitable adjustment to this Agreement. If the parties do not timely agree (within 10 days) upon an equitable adjustment to this Agreement due to the Change Order, then this contract shall continue in full force and effect but such Change Order shall be null and void.

- 4.2 All Change Orders to be effective must be (a) in writing or sent by email or sent by fax and executed by an authorized representative of COUNTY, (b) accepted by AIS within ten days of receipt if not timely accepted (within 10 days), then the Change Order is deemed rejected by AIS), and (c) if an equitable adjustment is required under Section 3.1, then such adjustment must be made within the ten day period specified.

ARTICLE V Insurance and Indemnification

- 5.1 AIS shall maintain the following minimum amounts of insurance, hereinafter described:

Comprehensive general liability insurance in an amount not less than \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, and property damages.

- 5.2 Such insurance shall be maintained in full force and effect during the term of this agreement.
- 5.3 Certificates showing that AIS is carrying the above-described insurance in the specified amounts may be requested by COUNTY.

ARTICLE VI Term

- 6.1 The initial term of this Agreement shall be begin on January 1, 2016 and remain in effect until terminated by COUNTY, AIS or by mutual consent.
- 6.2 This Agreement may be terminated in whole or in part in writing by either party under this Agreement, that no such termination may be effected unless the other party is given not less than ninety (90) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- 6.3 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement, that no such termination may be effected unless the other party is given: (a) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, (b) an opportunity for consultation with the terminating party prior to termination and (c) an additional thirty (30) calendar days to cure the alleged substantial failure.

- 6.4 The rights and remedies of COUNTY and AIS provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- 6.6 The prevailing party in any litigation or administrative proceeding in connection with this Agreement may recover legal fees and litigation costs incurred in prosecuting or defending such litigation from the non-prevailing party.

ARTICLE VII Applicable Law & Independent Contractor Status

- 7.1 The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 7.2 The parties acknowledge that AIS is an independent contractor and will at all times act as such. Nothing in this Agreement shall be deemed to constitute AIS or any of its employees or subcontractors as the agent, representative or employee of County nor to create a joint venture between the parties.

ARTICLE VIII Compliance with Federal, State and Local Laws

- 8.1 AIS will comply with all federal, state and local statutes, ordinances and regulations, and shall obtain all permits that are applicable to this Agreement.

ARTICLE IX Promotional Use

- 9.1 AIS maintains the right to include descriptions, representations and samples of the work and the County's name among its promotional and professional materials.

ARTICLE X Successors and Assigns

- 10.1 COUNTY and AIS each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither COUNTY nor AIS shall assign, sublet or transfer its interests in this Agreement without written consent of the other.

ARTICLE XI Severability Clause

- 11.1 If any section, clause, or provision of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause paragraph, portion, or provision of this Agreement.

ARTICLE XII Notices

12.1 All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by Registered or Certified Mail, Return Receipt Requested, to the parties at the respective address set forth below:

Delta County Michigan
Ryan Bergman
Director of Administration & Finance
310 Ludington Street, Room 222
Escanaba, MI 49829
Phone: (906) 789-5118

AIS Marketing, Inc.
James W. O'Loughlin
President
3 Bramblett Hollow
O'Fallon, MO 63366
Phone: (314) 606-0048

The COUNTY employee designated Project Manager shall be:

Ryan Bergman, Director of Administration & Finance
Phone: (906) 789-5118

The AIS employee designated Project Manager shall be:

James W. O'Loughlin, President
Phone: (314) 606-0048

ARTICLE XIII Entire Agreement

13.1 This Agreement supersedes all previous agreements, oral or written, between the COUNTY and AIS and represents the whole and entire Agreement between the parties. No other agreements or representations, oral or written, have been made by COUNTY and AIS. This Agreement may not be altered, modified or amended, except in writing properly executed by an authorized representative of COUNTY and AIS.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date set forth above.

Delta County Michigan

By: _____
Chairman

AIS Marketing, Inc.



By: _____
James W. O'Loughlin, President

COUNTY OF DELTA
OFFICE OF COUNTY SURVEYOR

B4

Mel Davis
329 S. 18th St.
Escanaba, Mi. 49829
Reg. Land Surveyor
No. 16926

Phone (906) 786-2101
mdavisdeltacountysurveyor@yahoo.com

19 November 2015

TO: MR. CHRIS BELAND
OFFICE OF SURVEY & REMONUMENTATION
P.O. BOX 30254
LANSING, MICHIGAN 48909

RE: DELTA COUNTY'S 2016 GRANT APPLICATION

MR. BELAND,
ATTACHED PLEASE FIND DELTA COUNTY'S 2016 REMONUMENTATION GRANT APPLICATION.
PLEASE NOTE, AS IN PREVIOUS YEARS, THERE ARE NO EXPENCES CHARGED OUT OF STATE
FURNISHED FUNDS FOR ADMINISTRATION, SUPPLIES, PEER GROUP, COUNTY REPRESENTATIVE,
ECT. THESE COST WILL ALL BE BORN OUT OF THE COUNTY'S CONTRIBUTION, WITH ANY
MONIES LEFT OVER BEING APPLIED TO CORNER MONUMENTATION. 100% OF THE STATE FUNDS
WILL BE APPLIED DIRECTLY TO CORNER MONUMENTATION.

RESPECTFULLY,


MEL DAVIS

COUNTY SURVEYOR/REPRESENTATIVE

Total Administrative Services and Supplies Expenditures

This total **must be less than or equal to 20 percent** of the Total Annual Budget.

1. These items will auto-fill based upon the numbers entered in Items E through I.
2. The Percent of Budget will auto-fill by dividing the subtotal for the Total Administrative Services and Supplies by the Total Annual Budget on page 1. Please verify that these numbers are correct and make any revisions necessary.

Annual Budget

Each item will auto-fill based on the numbers entered in Items A through I. Please verify that these numbers are correct and make any revisions necessary.

Submitting the Application and Thereafter

1. All grant applications must be received by OLSR no later than 5:00 p.m. on December 31, 2015.
2. When the grant application is approved by OLSR, an annual grant agreement is prepared and sent to the Department's procurement team to process and be signed by the Department Director. After it is signed, the annual grant agreement is returned to the Office of Land Survey to forward to the county to process and sign.
3. The 40 percent start-up payment is processed to the county upon the Office of Land Survey's receipt of the executed contract from the county.
4. The signed Grant Agreement must be returned to OLSR **no later than August 31, 2016** in order to meet the State's purchasing guidelines.

If you have any questions, please contact our office at (517) 241-6321 or e-mail bccolsr@michigan.gov.

2016 SURVEY AND REMONUMENTATION GRANT APPLICATION

Attachment A To Annual Grant Agreement

Authority: MCL 54.273

This application must be filed on or before December 31 of the calendar year immediately preceding the year in which the grant is made.

<p style="text-align: center;">Office of Land Survey Bureau of Construction Codes Department of Licensing and Regulatory Affairs Overnight Courier Service: 1st Flr., 611 W. Ottawa St., Lansing, MI 48933 U.S. Mail: PO Box 30254, Lansing, MI 48909 Telephone: (517) 241-6321 Facsimile: (517) 241-6301 Email: bccolsr@michigan.gov www.michigan.gov/sbc</p>	<p>APPLICANT (County): Delta</p> <p>FEDERAL ID # 38-6064846</p> <p>Grant #: BCC-16- _____</p> <p>MAIN Mail Code: _____</p> <p>P.O. #: _____</p>
--	---

Grant Administrator	County Representative	Address for Payments
Name: Ryan Bergman	Name: Mel Davis	Name: Delta County Treasurer
Address: 310 Ludington St.	Address: 329 S. 18th St.	Address: 310 Ludington St.
City: Escanaba	City: Escanaba	City: Escanaba
State, Zip: Mi. 49829	State, Zip: Mi. 49829	State, Zip: Mi. 49829
Telephone: (906) 789-5100	Telephone: (906) 786-2101	Telephone: (906) 789-5117
Fax: (906) 789-5197	Fax:	
Email: ryan@deltacountymi.org	Email: mdavisdeltacountysurveyor@yahoo	

2016 GRANT REQUESTED		
2016 State Grant	Reimbursement for Expedited Expenditures under MCL 600.2567a(4) (≤ 50% of State Grant)	2016 Total Annual Budget (State Grant - Reimbursement = Total Budget)
\$ <u>70,903.00</u>	\$ <u>0.00</u>	\$ <u>70,903.00</u>

I certify the information in this grant application is correct and request a 40% Start-Up Payment upon approval of an Annual Grant Agreement.

 Signature of County Grant Administrator (Original Signature Required) _____
 Date

 Chris Beland, P.S., Director (Original Signature Required)
 Office of Land Survey and Remonumentation _____
 Date

2016 SURVEY AND REMONUMENTATION GRANT APPLICATION
Attachment A to Annual Grant Agreement

County of: _____ **Delta**

Surveying Services and Supplies
 Total Surveying Services and Supplies (Items A or B, C and D)
 Must be a Minimum of 80% of the Total Annual Budget

Item A - Remonumentation Services
 Includes all requirements under MCL 54.268(2)a, i.e., **monumentation or remonumentation plan** includes the filing of a land corner recordation certificate and geodetic coordinates.

Column A	Column B	Column C	Column D	Total Item A
Number of Original and Protracted PLSS Corners Completed by Applicant	Number of Original and Protracted PLSS Corners Completed by Others	Number of Original and Protracted PLSS Corners Revisited	No. of Property Controlling Corners under MCL 54.262(h)(ii)	
95	0	0	0	\$ 70,903.00

Please attach a report for the work proposed. The report must include a corner list for the work proposed under Item A itemizing each column by Town, Range and Corner Code; do NOT list corners by municipality. For all corners, identify when a corner/monument location has more than one corner code associated with it, i.e., **common corner codes**, and identify all corner codes filed for that corner/monument location. For **Column B**, identify who is proposing to complete the work, and for **Column C**, identify why the corners are to be proposed revisited. Attach additional pages as necessary.
Total No. of Corner Records proposed (A+B+C+D+common corner codes identified on the attached corner list): _____ **105**

Item B - Monument Maintenance Services
 Includes all requirements under MCL 54.268(2)d, i.e., **perpetual monument maintenance plan**, including the filing of a land corner recordation certificate and geodetic coordinates.

Column A	Column B	Column C	Column D	Total Item B
Number of Original and Protracted PLSS Corners Completed by Applicant	Number of Original and Protracted PLSS Corners Completed by Others	Number of Original and Protracted PLSS Corners Revisited	No. of Property Controlling Corners under MCL 54.262(h)(ii)	
0	0	0	0	\$ 0.00

Please attach a report for the work proposed. The report must include a corner list for the work proposed under Item B itemizing each column by Town, Range and Corner Code; do NOT list corners by municipality. For all corners, identify when a corner/monument location has more than one corner code associated with it, i.e., **common corner codes**, and identify all corner codes filed for that corner/monument location. For **Column B**, identify who is proposing to complete the work, and for **Column C**, identify why the corners are to be proposed revisited. Attach additional pages as necessary.
Total No. of Corner Records proposed (A+B+C+D+common corner codes identified on the attached corner list): _____ **0**

Item C - Remonumentation Supplies and Materials
 Identify items and estimated expenses for each item. Attach additional pages as necessary.

No. of Markers: _____ x \$ _____ each = \$ _____ 0	Total Item C
No. of Caps: _____ x \$ _____ each = \$ _____ 0	
Other: _____ x \$ _____ each = \$ _____ 0	
	\$ 0.00

Item D - Geodetic Control Maintenance and Operations
 Identify items and estimated expenses for each station. Attach additional pages as necessary.

Station PID: _____ \$ _____	Station PID: _____ \$ _____	Total Item D
Station PID: _____ \$ _____	Station PID: _____ \$ _____	
Station PID: _____ \$ _____	Station PID: _____ \$ _____	
		\$ 0.00

	Percent of Budget	Subtotal
Subtotal Items A or B+C+D	100.00%	\$ 70,903.00

2016 SURVEY AND REMONUMENTATION GRANT APPLICATION

County of: _____ **Delta**

<p>Administrative Services and Supplies Total Administrative Services and Supplies (Items E, F, G, H, and I) Can be no greater than 20% of the Total Annual Budget</p>	
---	--

<p>Item E - Grant Administrator Fees/Wages Attach additional pages as necessary.</p>	
--	--

Hours _____ x Rate \$ _____ = \$ <u>0.00</u> or Fixed \$ _____	Total Item E
Comments: see attached letter	\$ 0.00

<p>Item F - County Representative Fees/Wages Attach additional pages as necessary.</p>	
--	--

Hours _____ x Rate \$ _____ = \$ <u>0.00</u> or Fixed \$ _____	Total Item F
Comments: see attached letter	\$ 0.00

<p>Item G - Additional Administrative Staff Fees/Wages Attach additional pages as necessary.</p>	
--	--

Hours <u>00</u> x Rate \$ _____ = \$ <u>0.00</u> or Fixed \$ _____	Total Item G
Identify staff by name and identify the delegated duties and responsibilities.	\$ 0.00

<p>Item H - Peer Review Group Fees/Wages Attach additional pages as necessary.</p>	
--	--

Number of Members _____ x Fee \$ _____ x Number of Meetings _____ = \$ <u>0.00</u> or Fixed \$ _____	Total Item H
Comments: see attached letter	\$ 0.00

<p>Item I - Administrative Supplies and Indirect Costs Identify items and estimated expenses for each item, or identify a flat overhead rate. Attach additional pages as necessary.</p>	
---	--

_____ \$ _____	Total Item I
_____ \$ _____	
_____ \$ _____	\$ 0.00

	Percent of Budget	Subtotal
Subtotal Items E+F+G+H+I	0.00%	\$ 0.00

Annual Budget	
----------------------	--

Item A - Remonumentation Services	\$ 70,903.00
Item B - Monument Maintenance Services	\$ 0.00
Item C - Remonumentation Supplies and Materials	\$ 0.00
Item D - Geodetic Control Maintenance and Operations	\$ 0.00
Item E - Grant Administrator Fees/Wages	\$ 0.00
Item F - County Representative Fees/Wages	\$ 0.00
Item G - Additional Administrative Staff Fees/Wages	\$ 0.00
Item H - Peer Review Group Fees/Wages	\$ 0.00
Item I - Administrative Supplies and Indirect Costs	\$ 0.00
Total MUST EQUAL "Total Annual Budget" on Page 1	\$ 70,903.00

CORNERS SCHEDULED FOR MONUMENTATION
DELTA COUNTY – GRANT YEAR 2016

T.38N., R.21W.

STATE CORNER CODE

[D-03] [MC A/B-5⁽⁸⁾]

2 corners

T.38N., R22W.

STATE CORNER CODE

[MC J/K-3⁽⁶⁾] [MC K-4/5⁽⁷⁾] [MC K/L-5⁽⁸⁾] [MC K/L-7⁽⁹⁾] [MC L/M-7⁽¹⁰⁾] [MC M-6/7⁽¹¹⁾]

6 corners

T.39N., R19W.

STATE CORNER CODE

[MC I-9/10⁽¹¹⁾] [MC H/I-9⁽¹²⁾ EAST] [MC H/I-9⁽¹³⁾ WEST]

3 corners

T.39N., R22W.

STATE CORNER CODE

[B – 03, 09, 11, 13] [C– 03, 10, 11] [MC C-4/5⁽¹⁾] [MC B/C-13⁽²⁾] [MC I/J-1⁽³⁾] [MC C/D-1⁽⁴⁾]

[MC A-2/3⁽⁵⁾] [MC A-3/4⁽⁶⁾] [MC J/K-3⁽⁷⁾] [MC J/K-5⁽⁸⁾] [MC A/B-5⁽⁹⁾] [MC B/C-9⁽¹¹⁾]

[MC K-10/11⁽¹²⁾] [MC C-9/10⁽¹³⁾] [MC C-3/4⁽¹⁵⁾] [MC C-4/5⁽¹⁷⁾] [MC B/C-7⁽¹⁹⁾]

[MC C/D-11⁽²²⁾] [MC C-11/12⁽²³⁾] [MC A/B-3⁽²⁴⁾]

25 corners

T.40N., R18W.

STATE CORNER CODE

[D-11] [E-01, 10, 11, 12] [F-01, 03, 09, 11] [G-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12]

[H-01, 03] [I-01] [J-01] [K-01] [L-01] [M-01] [MC D/E-1⁽¹⁾] [MC E-1/2⁽²⁾] [MC E/F-3⁽³⁾]

[MC F/G-5⁽⁴⁾] [MC F/G-7⁽⁵⁾]

33 corners

T.40N., R22W.

STATE CORNER CODE

[D – 01, 05, 07, 11] [E-01] [F-01, 07] [G-01, 08] [H-01] [MC I/J-1⁽¹⁾] [MC I-2/3⁽²⁾] [MC H/I-3⁽³⁾]

[MC G-7/8⁽⁹⁾] [MC I/J-13⁽¹⁴⁾] [MC I-12/13⁽¹⁵⁾] [MC I-9/10⁽¹⁷⁾] [MC J/K-9⁽¹⁸⁾] [MC K-7/8⁽¹⁹⁾]

[MC K/L-7⁽²⁰⁾] [MC M-4/5⁽²¹⁾] [MC L/M-5⁽²³⁾]

22 corners

T.41N., R18W.

STATE CORNER CODE

[H-13] [J-13] [K-13] [L-13]

4 corners

CORNERS SCHEDULED FOR MONUMENTATION
DELTA COUNTY – GRANT YEAR 2016

COMMON CORNERS:

- 1.- B-01 38N 22W same as B-13 39N 22W.
- 2.- [MC A-6/7(9) 38N 21W] same as [MC M-6/7(1) 38N 22W]
- 3.- [MC B/C-1(1) 38N 22W] same as [MC B/C-13 (2) 39N 22W]
- 4.- [MC a-2/3 (5) 39N 22W] same as [MC M-2/3 (4) 39N 23W]
- 5.- [MC A-3/4 (6) 39N 22W] same as [MC M-3/4 (5) 39N 23W]
- 6.- [MC C/D-1 (4) 39N 22W] same as [MC C/D/13 (13) 40N 22W]
- 7.- [MC I/J-1 (3) 39N 22W] same as [MC I/J-13 (14) 40N 22W]
- 8.- [MC D/E-1 (1) 40N 18W] same as [MC D/E-13 (6) 41N 18W]
- 9.- [MC M-4/5 (21) 40N 22W] same as [MC A-4/5 (3) 40N 21W]
- 10.- [MC I/J-1 (1) 40N 22W] same as [MC A/B-13 (5) 41N 21W]

NOTE: Corners on the North line of 40N and on the South line of 41N are on the 4th correction line North and are not common to each other.

(0) Indicates Delta County's meander corner code number.

Total physical corners scheduled for monumentation – grant year 201695

B5

CONTRACT FOR BUILDING CODE SERVICES

THIS CONTRACT FOR BUILDING CODE SERVICES, entered into on TBD, 2015 between the **COUNTY OF MENOMINEE**, through its **Board of Commissioners** (hereinafter referred to as the "Menominee County"), and the **COUNTY OF DELTA**, through its **Board of Commissioners** (hereinafter referred to as the "Delta County").

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** to between the parties as follows:

1. Duties. Delta County shall provide Menominee County with a State Registered Building Inspection and Plan Review personnel to perform the duties and responsibilities of the Building Official/Building Inspector and Soil Erosion Officer position as required in accordance with the applicable job duties and functions as may be required by law or regulation.

2. Term of Employment. This Agreement between Menominee County and Delta County, effective October 1, 2015 through September 30, 2018, is an extension of the previous agreement which commenced on October 1, 2013 and shall be reviewed every six months by both Administrators of Menominee and Delta Counties. The Contract may be terminated by the either County Board of Commissioners by providing the other party with a thirty (30) day written notice.

3. Return of Property. Upon termination of contract, all documents, correspondence, files, papers or property of any kind, in all type or nature pertaining to the Menominee County, which Delta County may have in possession or control shall be returned and a sign statement verifying return of such property shall be executed.

4. Menominee County and Delta County agrees that at all times during the term of this Contract that all Building Official personnel shall maintain professional status and will satisfying applicable licensing requirements of the State of Michigan, which qualify them to continue service to the County in the designated Building Official capacity.

5. Menominee County and Delta County agree that one vehicle will be used by the Building Inspector for work conducted in both counties. The truck will be owned, insured, and maintained by Delta County. Cost of fuel for the truck will be shared between both counties based on the Building Inspector's estimated use.

6. Compensation. Menominee County shall pay Delta County \$4,250 on a quarterly basis on or before the following dates: October 15th, January 15th, April 15th, and July 15th not to exceed 550 hours annually PLUS Menominee County agrees to reimburse Delta County for one-half of the purchase price of a truck (up to \$15,000) to be selected and purchased by Delta

County. Menominee will reimburse Delta County for their share of the truck based on twelve equal quarterly payments over three years.

6. Menominee County will provide:

- A. Use of fuel for Building Inspector
- B. Maintain current secretarial support for required paperwork
- C. Maintain building application through the website
- D. Maintain budget for Menominee County Building Code operations

7. Modification of Contract. Modifications, amendments, or waivers of any provisions of this Contract may be made only by the written mutual consent of the parties hereto.

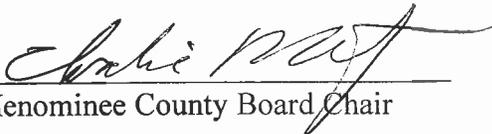
8. Invalid Provisions. If any provision of this Contract is held to be invalid, the remainder of the Contract shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or enforceability of this Contract.

IN WITNESS WHEREOF, the parties have fully executed this Contract on the day and year written.

IN THE PRESENCE OF:

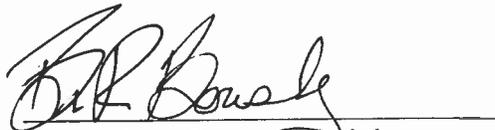
COUNTY OF MENOMINEE

COUNTY OF DELTA



Menominee County Board Chair

Delta County Board Chair



Menominee County Administrator

Delta County Administrator

DATE:

November 25, 2015

DATE:



Blo

**BROWNFIELD REDEVELOPMENT LOAN CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND DELTA COUNTY**

This Loan Contract ("Contract") is made between the Michigan Department of Environmental Quality, Remediation and Redevelopment Division (hereafter "State") and Delta County (hereafter "Borrower").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide Loan funding pursuant to *Part 196, Clean Michigan Initiative Implementation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA)*. Legislative appropriation of funds for the loan program is set forth in 2006 PA 343. This Contract is subject to the terms and conditions specified herein.

Project Name: Fleet Maintenance Project #456914-72
Loan Amount: \$450,000 Loan Rate: 1.5 Percent

Tracking Code: 2013-1184
Start Date (Date executed by State): February 5, 2015
End Date: February 5, 2017

BORROWER'S CONTACT:

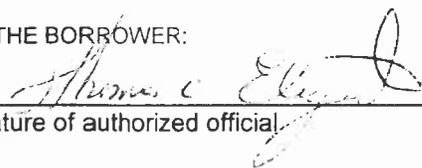
STATE'S CONTACT:

Tom Elegeert, County Board Chairman
Name/Title
Delta County
Organization
310 Ludington Street
Address
Escanaba, Michigan 49829
Address
906-789-5100
Telephone number
T6ekegeert@deltacounty.mi.org
E-mail address
38-6004846
Federal ID number

Jeff Hukill, Brownfield Redevelopment Coordinator
Name/Title
DEQ – Remediation and Redevelopment Division
Division/Bureau/Office
525 West Allegan Street, Constitution Hall, 4 South
Address
Lansing, Michigan 48913
Address
517-284-5113
Telephone number
hukillj@michigan.gov
E-mail address

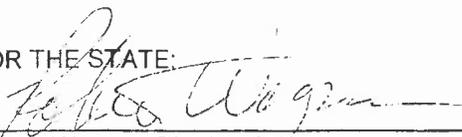
The individuals signing below certify by their signatures that they are authorized to sign this Loan Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein.

FOR THE BORROWER:


Signature of authorized official
Tom Elegeert, County Board Chairman

12/30/14
Date

FOR THE STATE:


Robert Wagner, Division Chief
Remediation and Redevelopment Division
Michigan Department of Environmental Quality

2/5/15
Loan Execution Date

I. PROJECT SCOPE

This Contract and its appendices constitute the entire Contract between the State and the Borrower and may be modified only by written Contract between the State and the Borrower.

(A) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Borrower commits to complete the project identified in Appendix A within the time period allowed in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide financial assistance to the Borrower for project work performed except between the Start Date and the End Date specified on Page 1. Expenditures made by the Borrower prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CHANGES

Any changes to this Contract other than budget line item revisions less than 20 percent of the budget line item shall be requested by the Borrower in writing, and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

IV. BORROWER DELIVERABLES AND REPORTING REQUIREMENTS

The Borrower shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

(A) The Borrower must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 15
October 1 – December 31	January 31

The forms provided by the State shall be submitted to the State's contact at the address on Page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Borrower shall provide a final project report in a format prescribed by the State. The Borrower shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Loan.

(C) The Borrower must provide three (3) copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

V. BORROWER RESPONSIBILITIES

(A) The Borrower agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of this loan.

(B) All local, state, and federal permits, if required, are the responsibility of the Borrower. Award of this loan is not a guarantee of permit approval by the State.

(C) The Borrower shall be solely responsible to pay all taxes, if any, that arise from the Borrower's receipt of this loan.

(D) The Borrower is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Borrower or its subcontractor under this Contract. The Borrower or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work, or materials furnished hereunder shall not in any way relieve the Borrower of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract, or of any cause of action arising out of the performance of this Contract.

(F) The Borrower acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Borrower, its agents, and/or employees to criminal and civil prosecution and/or termination of the loan.

VI. USE OF MATERIAL

Unless otherwise specified in this Contract, the Borrower may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this loan whether or not the material is copyrighted by the Borrower or another person. The Borrower will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Borrower may not patent products or processes developed under this Contract.

VII. ASSIGNABILITY

The Borrower shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Borrower and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Borrower is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Borrower to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Loan. All subcontractors used by the Borrower in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Borrower shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Borrower agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

XI. LIABILITY

(A) The Borrower, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Borrower under this Contract, if the liability is caused by the Borrower, any subcontractor, or anyone employed by the Borrower.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Borrower if the liability is caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Borrower and the State, in fulfillment of their responsibilities under this Contract, such liability is held by the Borrower and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this contract should be construed as a waiver of any governmental immunity by the Borrower, the State, its agencies, or their employees, respectively as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Borrower's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING

If all or a portion of this contract is funded with state funds, then the Borrower shall not use any of the loan funds awarded in this contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Borrower shall not use any of the loan funds awarded in this contract for the purpose of litigation against the State. Further, the Borrower shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Borrower certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the State.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not, within a three-year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Borrower will be required to maintain all pertinent records and evidence pertaining to the loan contract, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Borrower will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Borrower by the State.

XVI. INSURANCE

(A) The Borrower must maintain insurance or self-insurance that will protect it from claims that may arise from the Borrower's actions under this Contract or from the actions of others for whom the Borrower may be held liable.

(B) The Borrower must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVII. OTHER SOURCES OF FUNDING

The Borrower guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Borrower agrees to delete from Borrower's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Borrower a total amount not to exceed the amount on page one of this Contract, in accordance with Appendix A. All other costs necessary to complete the project are the sole responsibility of the Borrower.

(B) Expenses incurred by the Borrower prior to the Start Date or after the End Date of this Contract are not allowed under the Contract, unless otherwise specified in Appendix A.

(C) Loan payments, or draws, are based on work plans and budgets submitted to and approved by the State. The entire loan amount will not be disbursed at one time unless a single work plan for the full Loan amount is approved. After the work plan and budget are approved, the Borrower will receive payment for the amount of the approved budget only.

(D) The State reserves the right to request additional information necessary to substantiate payment requests, before approving a Loan draw.

(E) All draws must be completed within two (2) years of the Loan Execution Date.

1. If the project has not been completed after two (2) years, the Borrower may request in writing an extension of time to complete the project in accordance with Section III of this Contract. Request for an extension of time must be received by the State's Project Administrator 30 days prior to the Project End Date.
2. If the entire amount of the approved loan is not drawn after two (2) years and the project work is completed, a new amortization schedule will be prepared reflecting the total amount drawn. The Loan Contract will be amended to incorporate the new repayment schedule.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Borrower has completed the project activities and provided all products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Borrower releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract, or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Borrower.

(C) The Borrower shall immediately refund to the State any payments in excess of the costs allowed by this Contract including funds disbursed for activities deemed to be ineligible upon invoice review.

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding, upon request by the Borrower, or upon mutual agreement by the State and Borrower. The State reserves the right to provide just and equitable compensation to the Borrower for all satisfactory work completed under this Contract.

XXI. TERMINATION

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Borrower:

- a. If the Borrower fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on Page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Borrower knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Borrower, or any of the Borrower's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a. through c. above.
- e. If the Borrower or any subcontractor, manufacturer, or supplier of the Borrower appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Licensing and Regulatory Affairs, or its successor.

(2) Immediately and without further liability to the State if the Borrower, or any agent of the Borrower, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Borrower's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

XXII. ACCESS AGREEMENT

A voluntary access agreement or court-ordered access must be secured by the Borrower prior to performance of the scope of work described in Appendix A for any portion of the project area or property where loan activities will be undertaken and that is not owned by the Borrower. Evidence of access must be provided to the State at its request.

XXIII. BIDS, CONTRACTORS

(A) For contracts over \$20,000 the Borrower shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to

the selected contractor(s) or their qualifications. If the State has objections, it will inform the Borrower in writing within thirty (30) days of receipt of the selected contractor's qualifications.

(B) For any contract over \$20,000, except professional services, the Borrower shall solicit, or cause to be solicited, bids from at least three qualified contractors. The Borrower shall provide to the State, copies of all bids received. If the contractor that submitted the lowest bid is not the contractor selected, the Borrower must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) retained for asbestos abatement shall possess appropriate qualifications to perform asbestos abatement.

XXIV. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Contract, the Borrower or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget and draw request, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget and draw request, and schedule are required for each subsequent phase of work. The Borrower and its contractor shall not proceed with loan-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Borrower or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Borrower being responsible for payment of unapproved activities.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the loan:

Office equipment; software; insurance, except liability insurance required pursuant to this Contract; taxes, except sales taxes; registrations, including registration of an underground storage tank; replacement or purchase of equipment; fees, including but not limited to, Baseline Environmental Assessment petition fees, late fees, and permit fees; Act 381 work plan review fees; drinking water supply replacement, as defined in 1990 AACS Rule 299.5401; operation and maintenance, as defined in 1990 AACS Rule 299.5103(d); restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; loan recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training. Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. OTHER TERMS AND CONDITIONS

(A) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

(B) The use of a Loan Administrator to review work plans, reports, and other documents prepared by the Contractor(s), review invoices, write project status reports, and coordinate project activities and communications is eligible for reimbursement conditional upon the State's approval of a scope of work and budget prior to incurring loan administration costs. Loan administration costs will be limited to three percent (3%) of the total loan amount.

(C) The State may withhold the loan until the State determines that the Borrower is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(D) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Contract.

(E) The Borrower acknowledges, by signature of this Contract, that should estimates of scope or actual cost be in excess of the loan amount, the State is not obligated to provide additional funding for this project.

(F) The Loan Recipient acknowledges by its signature of this Contract that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the loan funds were awarded. If the proposed development changes, the Borrower shall immediately notify the State in writing.

XXVII. SUCCESSOR PARTIES

At any time, the Borrower may substitute any affiliate or successor in interest after a merger or consolidation or other legal act that transfers fiduciary responsibility of the Borrower through receivership, etc. for this Contract and all other documents related to the Loan. Similarly, any statutory successor or successor agency named in an Executive Order of the Governor may be substituted for the Department of Environmental Quality in this Contract and all other documents related to the Loan. Each party shall notify the other in writing of a substitution under this section.

XXVIII. LOAN TERMS

(A) Payments on loans in default may be withheld from the local government's state revenue sharing payment.

(B) Loan repayments are made in equal annual installments of principal and interest beginning not later than five (5) years after execution of this Contract and concluding not later than 15 years after the Loan Execution Date. Appendix B contains the Amortization Schedule for this Loan. There is no penalty for early repayment of the loan. If the loan is repaid in full prior to the Interest Start Date, no interest shall be charged on the loan principle.

(C) The interest rate established when the loan is executed will remain in effect throughout the term of the loan.

(D) Interest on approved loans is fixed and is calculated under simple interest terms, based on a 360-day year. Interest is charged on the remaining principle beginning five years from the Loan Execution Date. See the attached Amortization Schedule in Appendix B of this Contract.

(E) Borrowers must deposit funds disbursed under a Brownfield Redevelopment Loan into a segregated account where the funds will not be commingled with other funds. Funds disbursed under a Brownfield Redevelopment Loan may be used solely for payment of expenses incurred under approved work plans.

(F) Any interest earned by the Borrower on loan funds disbursed for an approved work plan, shall be reported in each quarterly progress report with supporting documentation. The interest earned is treated the same as the loan funds, and must be used for approved project costs. If interest earned is used for eligible project expenses, the borrower must provide copies of invoices and payment evidence for the interest as well as for the loan funds used.

XXIX. REPAYMENTS/DELINQUENCY/DEFAULTS

(A) A Borrower may pay off a portion or the entire amount of the loan within the first five (5) years without interest or penalty. Any partial payments made during the first five (5) years of the term of the Loan will reduce the principal amount of the Loan subject to interest beginning in year six (6). If partial repayments are made during the first five (5) years, a new Amortization Schedule will be provided by the State to the Borrower reflecting those transactions and the new balance no later than 60 days prior to the sixth year anniversary of the Loan Contract. No prepayment shall relieve the Borrower's obligation to make subsequent scheduled annual payments when due.

(B) The Borrower shall remit annual payments by check made payable to: "State of Michigan." Checks shall be mailed to: **Department of Environmental Quality, Office of Financial Management, Cashier's Office, P.O. Box 30657, Lansing, MI 48909**. Checks shall be identified by project number and tracking code.

(C) Annual payments unpaid 30 days after the annual due date shall be considered delinquent.

(D) A loan shall be considered in default when the annual payment remains unpaid 90 days after the annual due date.

(E) Upon default, the Department of Treasury shall withhold from the Borrower state payments in amounts consistent with the repayment schedule of the Loan Contract until the Loan is repaid.

APPENDIX A

APPENDIX A

PROJECT NAME: Fleet Maintenance

TRACKING CODE: 2013-1184

PROJECT #: 456914-72

LOAN RECIPIENT: Delta County

COUNTY: Delta

LOAN AMOUNT: \$450,000 Brownfield Redevelopment Loan

FUNDING SOURCE: Part 196, Clean Michigan Initiative Implementation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Legislative appropriation of funding assistance is set forth in 2011 PA 64.

PROPERTY SIZE AND LOCATION: The property is located at 1700 20th Avenue North, Escanaba Michigan. The property is approximately 4.78 acres and is located in an industrial area within the city. (See attached map)

SITE HISTORY AND OWNERSHIP: The current owner of the site is Bosk Properties who will be selling the property to the developer, Fleet Maintenance LLC. Historically the property has been vacant land. The site has been used to deposit various fill materials over time.

Ownership of the properties is as follows:

- Prior to 1953 – City of Escanaba
- 1953-1979 – Escanaba Foundation
- 1979-1986 – Lakestate Industries
- 1986-present – Bosk Properties

PROJECT SCOPE: The scope of the project is to conduct a phase I and phase II environmental assessment, a baseline environmental assessment (BEA), due care planning, due care implementation and additional response activities.

PROJECT DESCRIPTION: Preliminary environmental assessments have previously been conducted on the property, which reveals the presence of fill material consisting of primarily ash and construction debris, and is contaminated with metals and semi-volatile organic compounds. The contaminated fill was found to be unstable for the construction of a new building.

Loan funds will be used to further delineate the extent of the fill material, conduct a BEA and due care plan for the new owner, remove and dispose of contaminated fill material, and import and place clean fill and topsoil on the site. The developer plans to place as much contaminated material as possible underneath the parking lot to minimize the amount of soil disposal.

JOB CREATION AND PRIVATE INVESTMENT: The project is expected to create 14 full-time jobs and leverage approximately \$1.5 million. This investment is anticipated to increase the annual tax base by \$30,000-\$40,000.

REDEVELOPMENT: Fleet Maintenance LLC was formed by Mr. Tony Harris who is the owner of Harris Repair and Fabrication, a powered unit and trailer repair business. Fleet Maintenance

LLC intends to bring three related businesses together under one roof. An approximately 17,500 square-foot building will be constructed to house the expansion of Harris Repair and Fabrication, T & C Tire, and a Great Dane Trailer service and parts center. The building will have several large truck repair bays and a surface parking lot. The site is located in an industrial area outside of the downtown and is near several of their major clients.

PROJECT BUDGET: In addition to the broad budget items listed below, grant funds may be used for work plan and budget development, bid solicitation, technical specifications, and other administrative tasks as approved by the Department of Environmental Quality (DEQ) grant coordinator. For grant eligibility, tasks not listed below must be approved prior to the performance of these tasks.

Prior to the start of any grant-eligible work, a work plan must be submitted to the DEQ for review and approval. Work performed outside of an approved work plan may not be eligible for grant reimbursement. Development of each work plan will be paid for under the budget items listed below. A budget of up to \$1,500 is approved for the development of each required work plan. If work plan development costs will exceed \$1,500, the contractor must receive specific approval prior to developing the work plan.

Tasks or portions of tasks paid with loan funds will not be eligible for tax capture under Act 381, even if those tasks were approved under an Act 381 work plan prior to the grant and loan award.

A budgeted amount below does not guarantee work plan approval.

Task	Loan
Removal and Disposal of Contaminated Fill	\$311,000
Backfill and Topsoil	\$60,000
BEA	\$5,000
Investigation / Due Care Plan	\$20,000
Contingency	\$40,900
Loan Administration	\$13,100
Project Total	\$450,000

DELIVERABLES: The Grantee shall provide a detailed work plan and budget describing the proposed response activities prior to the start of the work. Any data collected as a result of the grant will be provided to the State's representative.

The BEA must be submitted within the time period specified in Part 201, Sections 20126 and 20129a, Environmental Remediation, of the NREPA, to be considered an eligible activity.

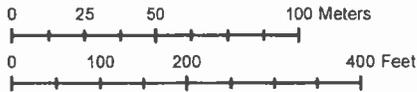
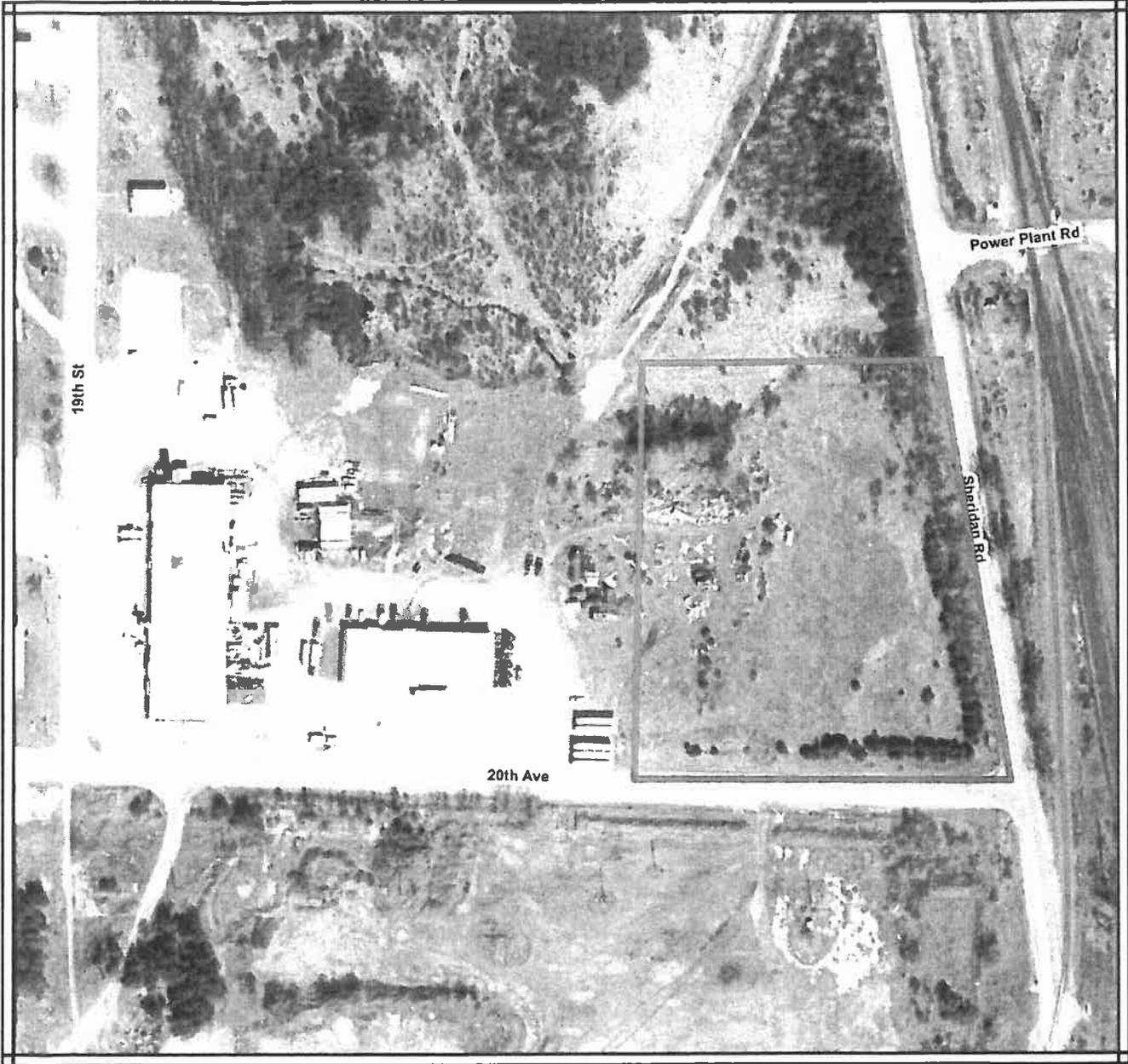
Quarterly reports will show the progress of eligible activities and will describe other response actions taken.

The Grantee shall provide two copies of a final report to the State 30 days prior to the end date of this contract. The report will include a description of the work completed under the grant with electronic photographs of the completed project; the number of permanent jobs created; the amount of private investment; the number of acres improved; the final total project cost; and a project fact sheet in a format provided by the State.

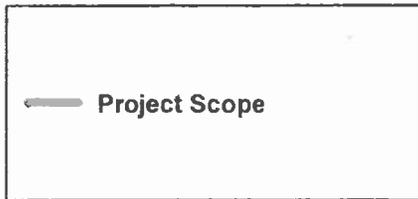
The Grantee shall provide two paper copies and one electronic copy of all deliverables and any documents produced using grant funds, including plans, bids, proposals, advertisements, progress reports, and sampling results.

SCHEDULE: Work will be initiated on approved projects within two weeks of State approval unless otherwise approved by the State. Following the execution of the contract, the project will proceed on the following schedule:

Task	Quarter Work will Occur (from Start of Project)
Removal and Disposal of Contaminated Fill	1 st Quarter
Backfill and Topsoil	1 st Quarter
BEA	1 st Quarter
Investigation / Due Care Plan	1 st Quarter
Contingency	As Needed
Loan Administration	As Needed



1 inch = 208 feet



Datum: NAD83 Photo Source: RS&GIS - MSU
 Projection: Michigan GeoRef Date: 2012 Resolution: 1 Foot Pixels

FLEET MAINTENANCE

CITY OF ESCANABA, DELTA COUNTY
 T39N R22W SEC 30

PROJECT SCOPE MAP

EQA Jeff Hukill	CREATION DATE December 2013	CREATED BY Nick Ekel Jr.
BROWNFIELD GRANTS AND LOANS UNIT		FUNDING SUPPORT UNIT
Remediation & Redevelopment Division		FIGURE 1

**APPENDIX B
AMORTIZATION SCHEDULE**

DRAFT
Amortization Schedule

State Of Michigan

Department of Environmental Quality

Remediation & Redevelopment Division Brownfield Grants and Loans

BRL

2013-1184 Delta County Fleet Maintenance LLC Redevelopment Project #456914

Compound period	Annual
Nomimal Annual rate	1.5000%
Loan Award	\$ 450,000

PMT # / Descr	Transaction Date	Loan Draw Amount	Interest	Principal	Unpent Loan Funds	Total Payment Amount	Principal Balance
Loan Execution	03/01/14						
Loan Draw	04/01/14	450,000.00					450,000.00
	1	03/01/19	0.00	44,021.90	0.00	44,021.90	405,978.10
	2	03/01/20	6,089.67	37,932.23	0.00	44,021.90	368,045.87
	3	03/01/21	5,520.69	38,501.21	0.00	44,021.90	329,544.66
	4	03/01/22	4,943.17	39,078.73	0.00	44,021.90	290,465.93
	5	03/01/23	4,356.99	39,664.91	0.00	44,021.90	250,801.02
	6	03/01/24	3,762.02	40,259.88	0.00	44,021.90	210,541.13
	7	03/01/25	3,158.12	40,863.78	0.00	44,021.90	169,677.35
	8	03/01/26	2,545.16	41,476.74	0.00	44,021.90	128,200.61
	9	03/01/27	1,923.01	42,098.89	0.00	44,021.90	86,101.72
	10	03/01/28	1,291.53	42,730.37	0.00	44,021.90	43,371.35
	11	03/01/29	650.57	43,371.35	0.00	44,021.92	0.00
			34,240.92	450,000.00	0.00	484,240.92	

State Of Michigan
 Department of Environmental Quality
 Remediation and Redevelopment Division Brownfield Grants and Loans **BRL**
2013-1184 Delta County Fleet Maintenance LLC Redevelopment Project #456914

Compound period Annual
 Nomimal Annual rate 1.50000%
 Award \$ 450,000

PMI# / Desc	Transaction Date	Loan Draw Amount	Interest	Principal	Unspent Loan Funds Returned	Total Payment Amount	Principal Balance
Loan Execution 2/5/2015 0.00							
1	2/5/2020		0.00	44,021.90	0.00	44,021.90	405,978.10
2	2/5/2021		6,089.67	37,932.23	0.00	44,021.90	368,045.87
3	2/5/2022		5,520.69	38,501.21	0.00	44,021.90	329,544.66
4	2/5/2023		4,943.17	39,078.73	0.00	44,021.90	290,465.93
5	2/5/2024		4,356.99	39,664.91	0.00	44,021.90	250,801.02
6	2/5/2025		3,762.02	40,259.88	0.00	44,021.90	210,541.14
7	2/5/2026		3,158.12	40,863.78	0.00	44,021.90	169,577.36
8	2/5/2027		2,545.16	41,476.74	0.00	44,021.90	128,200.62
9	2/5/2028		1,923.01	42,098.89	0.00	44,021.90	86,101.73
10	2/5/2029		1,291.53	42,730.37	0.00	44,021.90	43,371.36
11	2/5/2030		650.54	43,371.36	0.00	44,021.90	0.00
					0.00	484,240.90	0.00

APPENDIX C
LOCAL UNIT OF GOVERNMENT RESOLUTION

DELTA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATION OFFICE
310 LUDINGTON STREET
ESCANABA, MICHIGAN 49829
PHONE: 906-789-5100
FAX: 906-789-5197



**RESOLUTION
TO APPLY FOR A LOAN THROUGH THE
MDEQ BROWNFIELD REDEVELOPMENT GRANTS AND LOAN PROGRAM**

WHEREAS, A. M. Fleet Maintenance, LLC wishes to expand its business operations to a site on 20th Avenue North in Escanaba which will result in 14 permanent fulltime positions and private investment in the amount of \$1,534,00; and

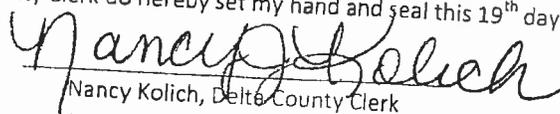
WHEREAS, a limited Phase II ESA prepared by the Delta County Brownfield Redevelopment Authority indicated the presence of metals and semi-volatile organic compounds; and

WHEREAS, the development of the project is consistent with local development and redevelopment plans and the zoning of the area,

NOW THEREFORE BE IT RESOLVED, the Delta County Board of Commissioners submit an application to the Michigan Department of Environmental Quality for a loan in the amount of \$450,000 through the Brownfield Redevelopment Grants and Loans Program, and the project will be undertaken if funding is awarded.

I, Nancy Kolich, Delta County Clerk and Clerk of the Delta County Board of Commissioners do hereby certify this to be a true and exact copy from the minutes of the regular meeting of the Delta County Board of Commissioners held on November 19, 2013.

I, Nancy Kolich, Delta County Clerk do hereby set my hand and seal this 19th day of November 2013.


Nancy Kolich, Delta County Clerk

STATE OF MICHIGAN
OFFICE OF VETERAN'S AFFAIRS
3300 AIRPORT ROAD SUITE 3
ESCANABA, MICHIGAN 49829
PHONE 906 786 7228

B7

December 4, 2015

Dear Ryan:

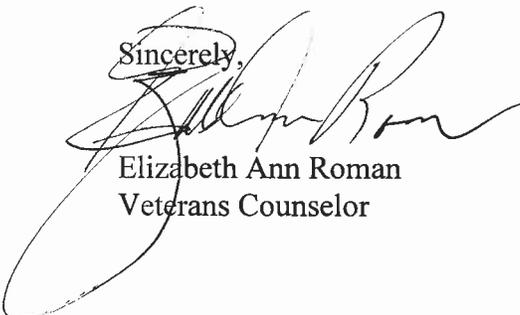
I am retiring from the Delta County Veterans Office, as of December 17, 2015. It has been a very blessed job taking care of our veterans, which in my book comes FIRST.

I hope you find someone who cares about veterans as much as I do.

I started out in this job when I was 16 years old working with my Aunt, and when she passed away in 1979 I took the job.

All together it has been 57 wonder full years taking care of veterans.

Sincerely,



Elizabeth Ann Roman
Veterans Counselor



Michigan County Social Services Association

BA

809 Center Street, Suite 4
Lansing, Michigan 48906
Phone: 517-371-5303
Fax: 517-371-5310
www.mcssa.com

September 11, 2015

Mr. Russell Sexton, Director
Delta County DHHS
2940 College Avenue
Escanaba, MI 49829

Dear Russ:

As we approach a new fiscal year of MCSSA, we are provided with this opportunity to communicate that MCSSA can be available to assist county board members and county directors with their responsibilities.

Support from all 83 counties, both active participation by its members and financial support through the payment of your dues, is critical to the operation and success of the association. This support is vital to the continuance of the association and maintains a unified, central voice representing all 83 human services boards in all 83 counties.

The payment of your dues continues to allow MCSSA the opportunity to advocate on behalf of the clients our local offices serve and the local offices themselves. It also allows us to support the boards with orientation, education, information, and networking opportunities.

The invoice for Delta County's 2015-2016 MCSSA dues is enclosed. Last year your county chose not to pay the MCSSA dues and we are asking you to reconsider that decision. MCSSA membership suffered from the restrictions placed upon director participation but we are celebrating the fact that directors are once again allowed to actively participate, and in fact, their participation has been supported and encouraged by Director Lyon and other upper level management of the MDHHS. We are greatly encouraged that the impact of MCSSA will be significant for the benefit of the population we serve.

If there are questions about what is happening with MCSSA at this point in time, please feel comfortable contacting the MCSSA office. A member of the board of directors will respond to your questions in a timely manner. We welcome the opportunity to meet with your board as they reconsider rejoining their fellow boards in full, active membership in MCSSA.

Sincerely,

Robert VanderZwaag
President

Enclosure

Serving the People, and Serving the People Who Serve the People

**MICHIGAN COUNTY SOCIAL SERVICES ASSOCIATION
INVOICE**

TO: GERALD SMITH &
RUSSELL SEXTON
DELTA COUNTY DHS
2940 COLLEGE AVENUE
ESCANABA, MI 49829

DATE	ITEM	AMOUNT	TOTAL
9/5/15	Michigan County Social Services Association 2015-2016 Annual Dues	\$1273.46	\$1273.46
	TOTAL DUE		\$1273.46
	<p>MAKE CHECK PAYABLE TO:</p> <p>MCSSA 809 Center Street, Suite 4 Lansing, MI 48906</p> <p>FEDERAL ID NO. 38-6095389</p> <p>Thank you.</p>		

Bill

December 15, 2015

Honorable Members of the Delta County Board of Commissioners
310 Ludington Street
Escanaba, MI 49829

Dear Commissioners:

These are the Board appointments that expired in October. We have recently received the recommendations from the Township Association.

October: DATA Board

Judith Lauria (Township Assoc.)	10-1-15	Yes
Connie Fuller (Township Assoc.)	10-1-15	Yes

B12

2016 BOARD MEETING SCHEDULE

5:15 P.M. Service Center Boardroom

January 5 (Re-organizational)

July 5

January 19

July 19

February 2

August 2

February 16

August 16

March 1

September 6

March 15

September 20

April 5

October 4

April 12-Statutory Meeting

October 11-Statutory Meeting

April 19

October 18

May 3

November 1

May 17

November 15

June 7

December 6

June 21

December 20