



Antrim County Board of Commissioners



Terry VanAlstine, Chairman

Thursday, February 3, 2022 @ 9:00 a.m.

Antrim County Building, 2nd Floor, Board of Commissioners Room

203 East Cayuga, Bellaire, MI 49615

*If you require auxiliary aid assistance, contact (231)533-6265

Public Can Observe Virtually Through:

Zoom Webinar

Please click this URL to join.

<https://us02web.zoom.us/j/84168742882?pwd=WEVTWDFoNXlxWVcxZnhzR3NjRjQwdz09>

Password: Antrim

Dial any one: US: +1 312 626 6799 or +1 646 876 9923 or +1 253 215 8782

Webinar ID: 841 6874 2882

Facebook Livestream

<https://www.facebook.com/AntrimCountyMI/>

CALL TO ORDER:

1. Opening Exercises or Ceremonies
2. Roll Call
3. Public Comment
Public comment is welcome and encouraged. All individuals who wish to speak in person during public comment will be allowed to do so. Any member of the public speaking under the privilege of "Public Comment" may speak no longer than three (3) minutes. A group of individuals who wish to present a specific point of view may designate a spokesperson for whom the Board Chair may allow additional time.
At this time, **public comment must be given in person**. Members of the public are welcome to observe meetings via Zoom webinar, but will not be given the opportunity to speak.
4. Approval of Agenda3
5. Approval of [Minutes from January 20, 2022](#)3
6. Communications/Notices
7. Liaison Reports
8. Committee Reports (as needed)
9. Old/Unfinished Business
10. New Business4
 - A. Claims and Accounts
 - B. Soil Erosion Control – Bid Award
 - C. Forestry – Wilks Timber Sale
 - D. Maintenance – Generator Maintenance Agreement
 - E. Sheriffs Office
 1. Jail – Stellar Services Commissary Agreement
 2. Road Deputies – Budget Amendment: Vehicle Labor
 - F. Administration – Budget Amendment: Energy Savings Grant
 - G. Emergency Management – Capital Outlay Release of Funds
 - H. Chairman’s Appointment – Airport Zoning Board of Appeals
 - I. Remonumentation Grant Agreement
 - J. Discussion: General Unit Request
11. Appointments/Annual Reports

	A. Appointments	
	B. Annual Reports	
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	A. County Administrator Report	
	1. Antrim County Transportation Financials – December 2021	
	B. Finance Director Report	
	1. Bendzinski Agreement	
	C. Chairman Report	
13.	Various Matters	
14.	Public Comment	
15.	Adjourn	



Memorandum Administration Office

February 3, 2022

TO: Board of Commissioners
FR: Pete Garwood, County Administrator
RE: Approval of Agenda, Minutes

You should have received your agenda packet via electronic communication on January 28, 2022. If there are no changes or additions to the agenda, please consider the following action:

Motion by _____ and seconded by _____ to approve the agenda as presented.

You received the minutes from the January 20, 2022, regular meeting of the Board of Commissioners via electronic communication on January 28, 2022. If there are no corrections to those minutes, please consider the following action:

Motion by _____, seconded by _____ to approve the minutes of the January 20, 2022 meeting as presented.



Memorandum Administration Office

February 3, 2021

TO: Board of Commissioners

FR: Pete Garwood, County Administrator

RE: Claims & Accounts

Please consider the following action:

Motion by _____ and seconded by _____ to approve Claims and Accounts in the amount of \$_____.



Action Request to Board of Commissioners

Meeting Date: February 3, 2022

Department: Soil Erosion Control

Submitted By: Peter Garwood, Administrator & Heidi Schaffer, SEC Officer

Agenda Item: Bid Award – Soil Erosion Ordinance

1. Action Request/Suggested Motion

To approve the proposal by Gourdie-Fraser to provide engineering services and assistance with writing the Stormwater, Soil Erosion and Sedimentation Ordinance and Guidelines at a cost of \$10,200, and authorize the appropriate amendments.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

At the October 21, 2021 Board of Commissioner meeting the following motion was approved:

Moved by Boettcher, and seconded by Bargy, that the Board approve the development and release of a Request for Proposal (RFP) for engineering services to help revise the Storm Water, Soil Erosion and Sedimentation Control Ordinance. Motion carried as follows: Yes – Watrous, Bargy, Boettcher, VanAlstine, Ricksgers, Helwig, Marcus; No – Rubingh, LaVanway; Absent – None.

Three engineering firms responded to the RFP.

Machin Engineering	\$41,700
OHM	\$44,250
Gourdie-Fraser	\$10,200

3. Goal – Why the action is necessary; What is the specific target or outcome desired?

The goal is to update the Storm Water, Soil Erosion and Sedimentation Control Ordinance to:

- Provide requirements/recommendations for control of storm water and sedimentation for a variety of site conditions, solid types, slopes, percent cover, and magnitude of project.
- Current ordinance requires design standard for a 25-year storm. Proposal must address requirement to exceed current weather patterns and conditions for the variety of conditions and site size (single home residential to large multi-acre development mentioned above).
- Provide a clear and logical enforcement and penalty process.
- Must be written in such a way that is easy to understand and implement by homeowners, contractors, and developers.

4. Financial – Budget-related information

The release of the RFP was authorized but a budget amendment still must be approved for the project to go forward.

5. Legal Review

Legal counsel will be involved in the final review.

6. Policy Implications

7. Plan – Timeline with who, what, where, and how

Gourdie-Fraser's proposal indicates they can accomplish the task in 30 to 35 weeks.

8. Alternative Plan – What are the implications if failure to approve?

If not approved the program will continue to operate under the current ordinance.

9. Attachments Included

Gourdie-Fraser Proposal



123 West Front Street
Traverse City, Michigan 49684
231.946.5874 
231.946.3703 

November 23, 2021
Heidi Shaffer
Soil Erosion Officer
PO Box 187, Belaire MI, 49615

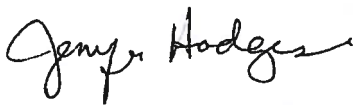
RE: Request for Proposal : Soil Erosion, Sedimentation, and Storm Water Runoff Control Ordinance Revision

Dear Ms. Shaffer,

Thank you for the opportunity to submit this proposal for engineering services for the SESSWRC Ordinance Revision. This letter along with the out attached proposal demonstrates our interest and level of qualifications for this noteworthy project. Should you have any questions regarding the information contained herein please do not hesitate to contact me.

GFA is an experienced, full-service engineering firm licensed to do business in the state of Michigan. GFA is a diverse engineering and consulting firm with thirty-five employees and more than 70 years experience in all phases of public infrastructure, including design, permitting and construction services for a wide variety of civil infrastructure projects for municipalities of many sizes. For this project, we have teamed up with local firm Boyne Engineering and Design. This team has extensive experience and will provide Antrim County with the level of expertise required to meet the needs of this project.

We would be honored to be selected for design services for this Soil Erosion, Sedimentation and Stormwater Runoff Control Ordinance project, and further building our professional relationship with Antrim County. Should you have any questions regarding our proposal or to schedule a time to meet our team, please feel free to contact our Project Manager, Jennifer Hodges, PE, at 231.946.5874 or jennifer@gfa.tc.



Jennifer Hodges, PE
Senior Project Manager
Authorized Signatory to Sign Contracts on Behalf of Gourdie Fraser



SECTION 1

QUALIFICATIONS AND SERVICES

Gourdie Fraser's experience, knowledge and expertise as a civil engineering firm obtained through the years of service in northern Michigan is unparalleled. GFA offers a wealth of services to its clients and has formed lasting relationships with several municipalities over the years as the primary resource for the interpretation and implementation of storm water ordinances.



Civil & Structural Engineering

Stormwater Design
Soil Erosion Control Studies & Permitting
Stormwater Management Plan Review
Municipal Utility Design Review
SESC Design and Permitting
Engineer of Record
Wastewater Collection Treatment & Dispersal
Utility Network Modeling
Parks & Recreational Spaces
Roads & Bridges
Road Design
Site Selection & Evaluation
Project Financing Assistance
Waterfront Design: Marinas, Docks, Boat Launches & Coastal Structures
Water Supply, Treatment & Distribution

Surveying

Topographical Surveys
Mapping
Aerial Mapping
Geodetic Leveling
Boundary Surveys
Roadway Design Surveys
ROW Surveys
Hydraulic Surveys
Structure Surveys
Realignments
Construction Surveys
Staking
Telecommunications
Tower
Surveys
GPS, GIS

Testing & Construction Observation

Soils Testing
Field Density Testing
Concrete Testing
Bituminous Pavement Testing
In-House Testing Laboratory
Construction Observation
Aggregate Testing
Bituminous Pavement Inspection

Contract Operations & Maintenance

Septic Systems Inspections
Public & Private Water System
Public & Private Wastewater Treatment Systems:
Individual/Community
Residential/Commercial

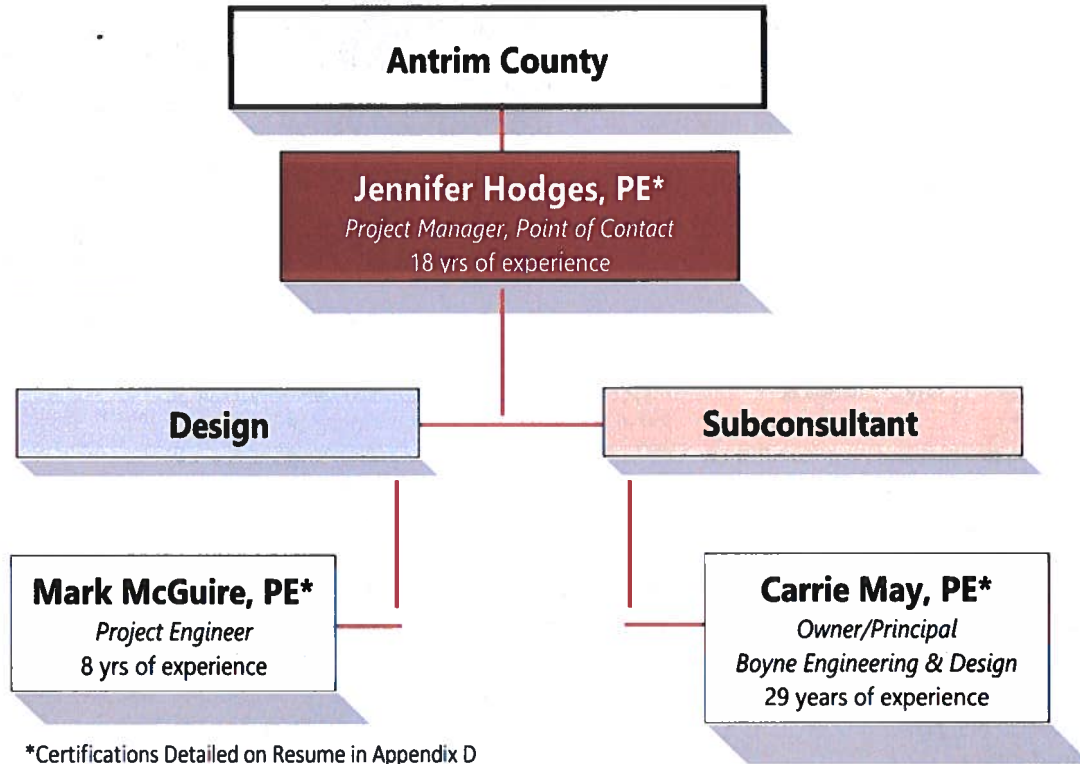
To effectively serve Antrim County, a consultant must be well versed in a variety of disciplines and draw from many resources. We take great pride in being a partner with our clients to provide quality and cost-effective services. GFA provides a full range of engineering services to meet specific needs as they may arise. In addition, we have teamed with Boyne Engineering and Design to provide the most effective and qualified team with stormwater management and drainage expertise specific to the current conditions and needs of Antrim County.

In addition, GFA has an established relationship with many legal counsels throughout Michigan aiding with agreement and ordinance establishment and/or amendments. Our services in this respect include coordination of all parties, conducting detailed evaluations, and providing recommendations and content to improve the ordinance. GFA would work closely with the county and townships to create an ordinance that is easily understandable and practical for use on small projects while providing advanced standards for larger and more complex development. The unique natural features of Antrim County, including steep and wooded slopes, lakes and river watersheds, and erodible soils should be considered along with viable methods of enforcement to minimize the environmental impact of future community development.



SECTION 2

PROFESSIONAL STAFF & ROLE



JENNIFER HODGES, PE – PROJECT MANAGER (GFA SHAREHOLDER / PRINCIPAL)



Bachelor of Science, Civil Engineering, Michigan State University

Jennifer Hodges has grown into a GFA shareholder and key municipal client representative since joining the department in May 2004. Her projects include studies, water, sewer and road design, grant application and administration, coordination, and monitoring for both sizeable communities like Garfield Twp. and Union Twp., as well as smaller communities like Peninsula Twp., the Village of Central Lake, Village of Bellaire, and the Village of Ellsworth.

Responsibility: Jennifer will be the point of contact for the Antrim County, attend the meetings related to the project, and coordinate the efforts of the rest of the project team to fulfill all the required tasks and deliverables.



MARK MAGUIRE, PE – PROJECT ENGINEER



B.S., Civil Engineering, Michigan Technological University

Mr. Maguire has civil engineering expertise in site design, storm water management, site grading and earthwork for municipal projects. He serves in the capacity of design engineer and client representative for numerous clients. He is familiar with local and state storm water regulation standards and has assisted townships with stormwater plan reviews and ordinance re-writes.

Responsibility: Project Engineer

SUBCONSULTANT:

CARRIE MAY, PE – OWNER / PRINCIPAL ENGINEER: BOYNE ENGINEERING & DESIGN



B.S., Civil/Structural Engineering, & MS Construction Management, Michigan Technological University

Ms. May is a professional engineer with over 29 years of experience in land development, engineering and construction. As owner and principal engineer at Boyne Engineering and Design, she has developed a strong reputation for on-time delivery of high-quality engineering projects, personal attention to clients, and professional representation of her work to regulating agencies. Her specialized expertise extends to Site Development, Stormwater Analysis and Design, Erosion

Control, and Onsite Wastewater Systems. She is accustomed to sites located in environmentally sensitive areas of northern Michigan and regularly designs projects incorporating natural riparian buffers, native plantings and rain gardens.

Responsibility: Area expert in stormwater management and drainage design, provide guidance and oversight to ordinance re-write, QA/QC, secondary point of contact.



SECTION 3

REFERENCES & PROJECT EXPERIENCE

We are proud of our long-term continuing services relationships with our clients, and the references included are the best testament to our service and dedication. We look forward and appreciate the opportunity to provide these same services to Antrim County.

GFA REFERENCES

Kim Smith, Utility Coordinator
Charter Twp. of Union
2010 S. Lincoln Rd.
Mt. Pleasant, MI
989.772.4600
Continuing Services Client 30+ Years

Ken Hibi, City Manager
City of Clare
202 W Fifth Street
Clare, MI
989.386.7541
Continuing Services Client 30+ Years

John Divozzo, DPW Director
Grand Traverse County DPW
2650 LaFranier Road
Traverse City, MI 49686
231.995-6039
Continuing Services Client 10+ Years

Chuck Korn, Township Supervisor
Charter Twp. of Garfield
3848 Veterans Drive
Traverse City, MI
231.941.1620
Continuing Services Client 30+ Years

Bradley Keiser, DPW Supervisor
Village of Bellaire
202 N Bridge St. PO Box 557,
Bellaire, MI 49729
231.533.6414
Continuing Services Client 10+ Years

Matt Skeels, Manager
Benzie County Road Commission
11318 Main St, PO Box 68
Honor, MI 49640
231.325.3051 ext. 207
Project Assistance 5+ Years

Hugh Campbell, Village President
Village of Ellsworth
6520 Center St., PO Box 312
Ellsworth, MI 49729
623.693.8193

Rob Tyler, Village President
Village of Central Lake
PO Box 368,
Central Lake, MI 49622
231.350.8512
Continuing Services Client 10+ Years

BOYNE ENGINEERING REFERENCES

Randy Frykberg, PHD, Township Planner
Resort Township
2232 Resort Pike Road
Petoskey, MI 49770
231.330.1249
Continuing Services Client



GFA RELEVANT EXPERIENCE

Engineer of Record

Scopes of work includes plan review, engineering council, meeting attendance, project design, and construction services. A select few communities we work with include the following:

- Village of Ellsworth
- Village of Central Lake
- Garfield Township
- Village of Bellaire
- Peninsula Township
- Grand Traverse County DPW
- City of Manton
- Paradise Township

Ordinance Development

Scopes of work includes working with clients to understand and incorporate all their specific needs as well as any regulatory requirements. The ordinance development process allows GFA to work closely with community stakeholders to include provisions that can offer valuable growth to the entire community affected by the ordinances. The list below identifies a few communities we have worked with:

- Garfield Township – GFA is involved in the current Stormwater Ordinance Rewrite and various other ordinances.
- Peninsula Township – Various ordinances including stormwater.
- Grand Traverse County DPW – Sanitary Sewer Ordinances and water
- Village of Central Lake – Sanitary Sewer Ordinance

Public and Private Site Development

Scopes of work includes site design for proposed development. These projects include stormwater and all other essential utility design for new developments. The list below represents a sample of the current projects we are working on:

- **The Moorings** - site condominium located in the City of Traverse City that GFA provided surveying, site design, permitting and construction oversight throughout the entirety of the project. Extensive clearcutting, mass grading, steep topography, and wetlands were a few highlights of this project our design team encountered to enable the installation of an integral road network and municipal water and sewer extensions to accommodate 92 residential lots.
- **Stafford Meadows** - The project encompassed roughly 43 acres of land located on the southeast corner of Rennie School Road and E. Silver Lake Road. GFA provided survey, site design, permitting, bidding and construction oversight for this project to develop the parcel into 90 residential units in compliance with the Blair Township Zoning Ordinance. The design including onsite stormwater management, a network of private roads and municipal sewer and water main extensions.
- **Wildflower Acres** - GFA is currently working on a proposed site condominium development off Rusch Road in Traverse City. The project encompassed roughly 80 acres with 129 residential units to be constructed. GFA is providing survey, site design, permitting, bidding and construction oversight including onsite stormwater management, a network of private roads and municipal sewer and water main extensions.



BOYNE ENGINEERING RELEVANT EXPERIENCE

Sampling of Representative Projects

- **White Mountain PUD** – Master planning, design, rezoning, and construction management for a 600-ac property including a 32- lot 90+ acre residential open space development with 45-ac of common space, including 3,000 LF of private roadways, stormwater/soil erosion facilities, onsite sanitary/sewer systems, and fire protection pond with dry-hydrant.
- **Walloon's Premier Storage Commercial Site Plan** – Assistance with ordinance revision, site engineering design, and permitting for a 7-building condominium storage facility.
- **Minor Residential Advancement Septic Treatment System** – Site and system design for a pressure dosed pump back and advanced treatment system.
- **Tunison Residential Site Plan** – Site design for a waterfront home including riparian buffer, rain garden, and stormwater infiltration facilities.



SECTION 4

PROJECT UNDERSTANDING

It is our understanding that Antrim County would like to proceed with a review of the engineering standards contained in its current Soil Erosion Sedimentation and Stormwater Runoff Control Ordinance. We understand concerns have been expressed about the current standards in regard to increased intensity of storms, variation in soil types not addressed in current ordinance, green space incorporation, and lack of accountability for violations.

GFA has extensive experience in storm water management applications in many different capacities. Our services included design for private developments as well as consulting for municipal clients related to review and oversight for projects designed by others. In both types of practice, we have provided assistance to assure that projects are constructed in the best interest of the community, protecting the health and safety of the public, while at the same time, being as cost effective as possible.

The existing County Ordinance contains standards that are generally sound, though there are revisions that need to be made to address the above-described concerns. The purpose of this proposal is to outline a scope of work to assist Antrim County with drafting revisions to the storm water standards.

To be valid, an ordinance must, at a minimum, serve a public purpose within the scope of the local governing body's authority; it must be consistent with applicable local, state, and federal charters, laws, constitutions, and public policies; and it must be precise and reasonable. In Michigan, counties do not have the authority to implement an SESSWRC Ordinance as it pertains to stormwater management only. GFA will work with Antrim County to develop a concise plan to present the ordinance only to address stormwater management as it related to soil erosion to maintain Antrim Counties jurisdiction for implementation.

WORK PLAN

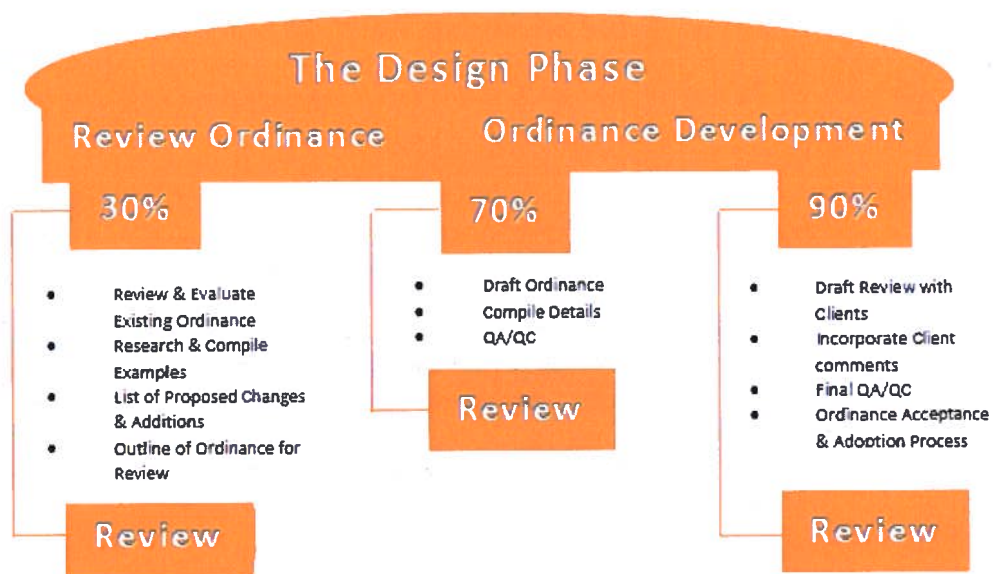
With the support of all parties, GFA will review and evaluate the existing Antrim County Soil Erosion, Sedimentation, and Storm Water Runoff Control Ordinance. Effectiveness and consistency with part 41 will be addressed in this review. Areas of concern and needed improvement will be outlined and consist of easy-to-follow language, engineering design guidelines that fit small and large developments, changes to fit current weather patterns and any other aspects GFA sees room for improvement as approved by the County.

1. **Research:** After review of the existing ordinance, GFA will conduct research to investigate regulatory requirements and compile methods and techniques which may be considered to address the areas of concern in the existing ordinance. With a concise list of outstanding concerns and strategies to eliminate concerns with the existing ordinance, GFA will conduct a review meeting with the County to confirm that the outlined issues encompass the entirety of the Counties goals for growth through this ordinance.
2. **Draft:** With the acceptance of proposed changes to the ordinance, GFA will begin developing a draft ordinance to present to the County. Through this process GFA will maintain continuous contact with County officials on any outstanding questions to confirm no assumptions are made in order to produce a document that establishes guidelines to help maintain or improve surface water quality, encourages small scale designs for storm water and water quality control that can be tailored to specific site characteristics throughout the County. Communication with all stakeholders is critical



throughout this process to ensure long term success and is something GFA implements both internally and externally.

3. Meetings: After a draft ordinance is created, GFA encourages a meeting with the County and all interested parties to participate in a discussion of the recommendations for revisions to the draft ordinance. The revisions will be made based on best professional engineering techniques and regulatory standards to present the most concise ordinance possible to the County. The review process can be time consuming when many parties are involved, we would recommend creating a small group of governing personnel to make the final recommendations for changes to the draft ordinance.



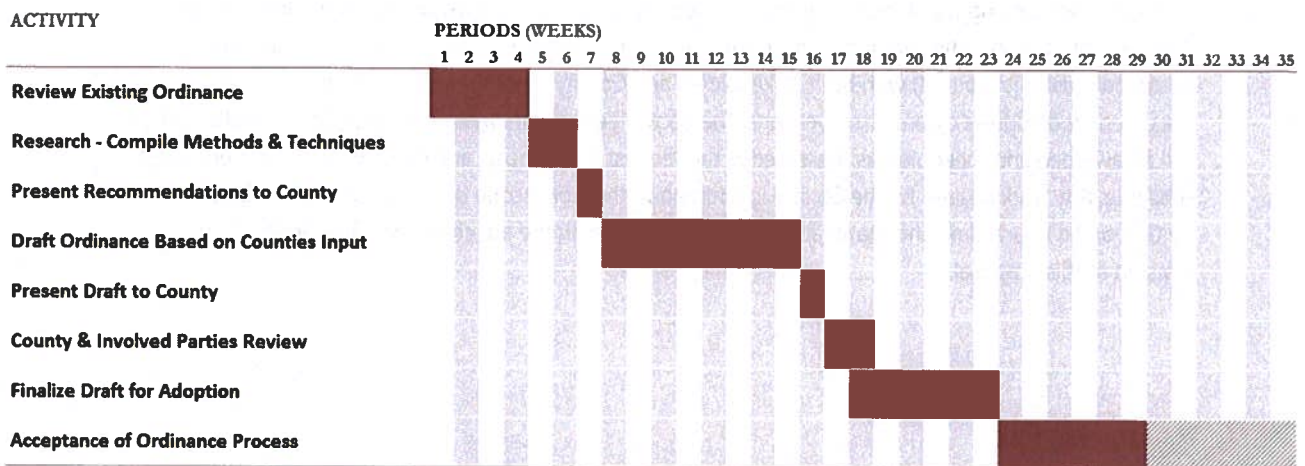
4. Adoption: In order to have the ordinance adopted into governing practices, the State of Michigan requires adoption procedures and requirements to be completed. The County must hold a public information meeting to give the public opportunity to voice opinions or opposition to the changes made to the ordinance. The ordinance must be adopted by a majority vote of the elected members of the governing body. Once the ordinance is adopted, it must be published in a local paper of general circulation before it becomes effective, and an effective date must be set.

SECTION 5

PRELIMINARY SCHEDULE

Antrim County

SESSWRC Ordinance Revisions Schedule



*The schedule provided above is preliminary and contingent on ordinance adoption and acceptance process with a completion date of April 2022 per the RFP anticipated.

SECTION 6

FEES

Review and Research Phase:	\$4,300.00
Draft & Finalize Ordinance:	\$5,900.00

Total Engineering Costs: \$10,200.00

It is our understanding that the County does not require assistance with the acceptance/implementation process, thus it is not reflected in our service fees. Although we have incorporated into our proposal ability to attend meetings (up to 4) with both stakeholders and County Board to facilitate adoption of new document and address comments/questions. The above fee structure assumes the project consulting work will be awarded and scheduled as presented in the request for proposal and consistent with our proposed schedule. Any work desired by the County in addition to the work scope described above, can be completed by GFA on an hourly time and material basis in accordance with the attached 2021 Rate Schedule, or as a revision to this proposal.





Action Request to Board of Commissioners

Meeting Date: February 3, 2022

Department: Forestry

Submitted By: Mike Meriwether, ACD Forester

Reviewed and Edited By: Peter Garwood, Administrator

Agenda Item: Timber Cut – Bid Rejection Request

1. Action Request/Suggested Motion
To reject the bid for the timber cut project on the County-owned forestry property known as, the "Pete Wilks Forest Area" and approve a sale negotiated by the County Forester with Timber Products Company for \$48,000.
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
One bid of \$24,425 from Eklund Forestry was received and opened on January 24, 2022 for a timber cut on the Pete Wilks Forest Area. The amount of the bid was substantially lower than what I as County Forester thinks it is worth. The bid specification included the clause, <i>"The County of Antrim reserves the right to accept and/or reject any and all bids..."</i> We believe it is in the County's best interest to exercise this option. I shopped the project around to other vendors, as well as Eklund Forestry, to get the price commensurate with the believed value. I was successful at negotiating a sole source sale at a more reasonable price of \$48,000. Section VI of the Forestry Bid Policy allows and exemption from sealed bids if, <i>"... it is determined that the use of competitive sealed bidding is either not practicable nor advantageous to Antrim County, a contract may be entered into either by competitive sealed proposals or through sole source negotiations."</i> In this case, I feel it is not advantageous to Antrim County to accept the bid as submitted.
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
This timber cut is a part of the overall management program of the County-owned forestry properties. The idea is to manage the forest properties for high value timber which will lead to an ever increasing balance in the forestry fund and will serve as an example of good forestry and timber management.
4. Financial – Budget-related information
5. Legal Review
NA
6. Policy Implications
NA
7. Plan – Timeline with who, what, where, and how
8. Alternative Plan – What are the implications if failure to approve?
To accept the bid of \$24,425 and lose nearly half the value of the timber.
9. Attachments Included
Quote from Timber Products Company



BID SHEET

Antrim County Timber Sale Kearney Township, Ritt/Derenzy Roads, 100 acres

Bid Deadline: 3:00 p.m.; Monday, January 24, 2022
Submit To: Antrim County Administration Office
 203 E. Cayuga Street, Room 204; PO Box 187
 Bellaire, MI 49615

TREES DESIGNATED FOR SALE: Only those trees marked with orange paint or otherwise designated may be harvested. The tree volumes are only estimated as follows:

- SUGAR MAPLE: 185 trees estimated at 37,000 board feet (average 17.00 inches in diameter) \$ _____
- BASSWOOD: 1 tree estimated at 300 board feet \$ _____
- BEECH : 48 trees estimated at 6,000 board feet \$ _____
- RED ELM: 4 trees estimated at 600 board feet (declining) \$ _____

TOTAL BID VALUE \$ 48,000.00

NAME: Paul Cooper Office: 906-452-6662
 COMPANY: Timber Products Company Cell: 906-202-0796
 ADDRESS: East Highway M2B
PO Box 378 Munising MI 49862
 EMAIL: pc.cooper@timberproducts.com
 SIGNATURE: Paul Cooper Date: 1/25/22

*MBM
Phone*



Action Request to Board of Commissioners

Meeting Date: February 3, 2022

Department: Maintenance

Submitted By: Mitch Bart

Reviewed and Edited By: Peter Garwood, Administrator

Agenda Item: Generator Preventative Maintenance (PM) Contract Approval

1. Action Request/Suggested Motion
To authorize the Chair to execute a preventative maintenance contract with Cummins Sales and Service for the annual maintenance on the County's emergency power generator for a five (5) year term, contingent on the inclusion of changes consistent with the recommendations of legal counsel.
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
There currently is no annual maintenance contract on the generator. Contract allows for us to lock in the price for five years.
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
Improves system reliability. Maintenance performed by certified technicians. PM customers receive preferred service for unscheduled emergency repairs. Additional maintenance recommendations are documented.
4. Financial – Budget-related information
No change to budget.
5. Legal Review
We have proposed changes to the agreement recommended by legal counsel, and are hoping to have a revised agreement by the Board meeting.
6. Policy Implications
None
7. Plan – Timeline with who, what, where, and how
Once the board approves and signs the contract, it will be returned to Cummins for scheduling.
8. Alternative Plan – What are the implications if failure to approve?
9. Attachments Included
Agreement.



1/20/2022

Antrim County
PO Box 520
Bellaire, MI 49615
RE: Planned Maintenance Proposal

Dear Mitch Bart,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

James Sweeney

James Sweeney
Planned Equipment Maintenance Territory Manager
Office: (616) 988-8682
Cell: (616) 485-1568
Email: james.sweeney@cummins.com

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
Antrim County	Name: Mitch Bart	Quote Date:	1/20/2022
PO Box 520	Phone: 231-533-8819	Quote Expires:	3/21/2022
Bellaire, MI 49615	Cell:	Quote ID:	QT-60329
Customer #: 220783	Fax: (231) 533-5467	Quoted By:	James Sweeney
Payment Type: Pay As You Go	E-mail: bartm@antrimcounty.org	Quote Term:	5 Year

Site Name: Office Bldg. (203 Cayuga Rd Bellaire MI 49615)

Unit Name: B210883163
Make: Cummins
Model: C36 N6
S/N: B110189131
Size: 36kW
ATS Qty: 1
Notes:
Includes annual oil analysis

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Full Service	1	\$478.20	\$478.20
Year 1 Total: \$478.20					
2	March	Full Service	1	\$478.20	\$478.20
Year 2 Total: \$478.20					
3	March	Full Service	1	\$478.20	\$478.20
Year 3 Total: \$478.20					
4	March	Full Service	1	\$478.20	\$478.20
Year 4 Total: \$478.20					
5	March	Full Service	1	\$478.20	\$478.20
Year 5 Total: \$478.20					

The following riders are included for this unit on this quote:
With Full Service: Oil Analysis - AMP (Advanced)

Total Agreement Amount:* **\$2,391.00**
***Quote does not include applicable taxes**

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
Antrim County	Name: Mitch Bart	Quote Date:	1/20/2022
PO Box 520	Phone: 231-533-8819	Quote Expires:	3/21/2022
Bellaire, MI 49615	Cell:	Quote ID:	QT-60329
Customer #: 220783	Fax: (231) 533-5467	Quoted By:	James Sweeney
Payment Type: Pay As You Go	E-mail: bartm@antrimcounty.org	Quote Term:	5 Year

Total Agreement Amount:*
\$2,391.00
***Quote does not include applicable taxes**

Comment:

Total Agreement Amount Does Not Include Applicable Taxes. Please call (248) 573-1925 or Email pm.service@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

☐ Opt out of Automatic Renewal.

Please return signed agreement to:

Cummins Inc.

Attn: PEM Administration Group

21810 Clessie Court

New Hudson, MI 48165

Email: pm.service@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-60329)
Cummins Inc. Approval

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIAL REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.



Action Request to Board of Commissioners

Meeting Date: February 3, 2022

Department: Sheriff's Office - Jail

Submitted By: Sgt. Todd Rawling, Jail Administrator

Edited and Approved By: Peter Garwood, Administrator

Agenda Item: Commissary Services Agreement

1. Action Request/Suggested Motion
To authorize Sheriff Daniel Bean to execute the five-year service agreement with Stellar Services, LLC to provide commissary services and banking software to the Antrim County Jail, starting from the date signed.
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
We signed a three-year contract with Stellar Services in June of 2015 and have been auto renewing yearly since June of 2018. Stellar has been one of the best commissary companies to work with in my 29 years of service with the County. Stellar's banking software is easy to use and track and has saved my staff time and decreased the liability to the County with the added Stellar tellers in the lobby and booking room.
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
We are out of contract with Stellar and would like to continue with Stellar Services for our commissary and banking software needs.
4. Financial – Budget-related information
No change to our budgeted income or expense. All items paid for directly by inmates.
5. Legal Review
Legal has reviewed the contract. Stellar Services has made all requested revisions.
6. Policy Implications
None
7. Plan – Timeline with who, what, where, and how
Once the board approves and signs the contract it will be sent to Stellar Services for signatures and we will continue services under the new agreement.
8. Alternative Plan – What are the implications if failure to approve?
We may be able to continue on a month-to-month basis, but at some point, we will need a contract if we are to continue to provide commissary service to inmates and banking services for the jail.
9. Attachments Included
Inmate Banking and Commissary Agreement, plus sample of the product pricing list

January 20, 2022

Antrim County Sheriff's Office

207 E Cayuga Street,
Bellaire, MI 49615

Dear Sheriff Bean

It is with great pleasure that we have updated the enclosed Commissary agreement for your approval and signature. Stellar Services, LLC has added a wider selection of commissary products for your inmate population. The new product list attached includes updated pricing, since pricing has not been increased for several years.

We appreciate your continued support of Stellar Services, LLC and look forward to a long-term relationship.

Sincerely,

Levell Coppage
Regional Account Manager

SERVICE AGREEMENT

This Service Agreement is hereby entered into this ____ day of _____, 2021 (the "Effective Date") by and between Stellar Services, LLC, with a place of business at 301 Business Park Circle, Stoughton, Wisconsin 53589 hereinafter called "Provider" and Antrim County Sheriff's Office with a place of business at 207 E Cayuga Street, Bellaire, MI 49615, hereinafter called "Client". For purposes of this Service Agreement, Provider and Client shall each be referred to as a "party", and collectively as "the parties."

RECITALS:

In consideration of the mutual promises and obligations hereinafter set forth to be performed and observed by each of the parties, the parties hereby covenant and agree as follows:

Whereas, the Client is responsible for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with its facilities located at 207 E Cayuga Street, Bellaire, MI 49615 (each a "Facility" or, collectively, the "Facilities"); and

Whereas, the Provider is engaged in the provision of Inmate Banking Software, Commissary; and

Whereas, Client desires to engage Provider to provide the services outlined in Section I-(A) below, and Provider desires to provide these services to Client.

Now, therefore, in consideration of mutual covenants, conditions and promises set forth herein, the parties hereto agree as follows:

AGREEMENT:

I. TERMS & SCOPE OF SERVICES

(A) This Agreement shall continue in full force and effect for a period of Five (5) years beginning on _____ and ending on _____ (the "Initial Term"). Upon completion of the Initial Term, this Service Agreement will automatically renew under same terms and conditions and will continue for like terms (each, a "Renewal Term") unless one party provides the other party with written notice of its intent not to renew the Service Agreement by certified mail as stated in Section II (M) no less than ninety (90) days prior to the beginning date of the next Renewal Term.

During the Initial Term and any and all Renewal Terms (collectively, the "Term"), Client hereby grants to Provider the exclusive right to do the following at Client's Facilities located within Antrim County:

Provide all candy, snacks, pastry, beverages, miscellaneous items, clothing, personal hygiene items, food products and E-Cigs (collectively, "Products") through Providers Inmate Commissary Program Lockdown™. A minimum order of \$50.00 wholesale cost is required before shipment will be made. Multiple orders may be utilized to reach minimum amount required.

TERMS & SCOPE OF SERVICES Continued:

(B) Payment for Commissary

Commissary profits are retained at the Client's Facility at the profit percentage that the Client selects on the Client's menu.

(C) Operational Responsibilities

Provider shall cause, at its sole expense, the installation of hardware and software that is furnished by Provider. Client agrees to accept the equipment and furnish adequate space, utilities and utility outlets in such locations as mutually agreed upon by both parties. Client also agrees to provide Provider with access to Client's Facilities as necessary for Provider to comply with its installation, repair, maintenance, and removal obligations under this Agreement.

All equipment shall at all times remain the property of the Provider, and any Products provided by Provider shall remain the property of Provider until purchased by an inmate at Client's Facilities. Provider shall remove equipment and software promptly upon expiration or termination of this Service Agreement. The data from the software is the property of the Client and will be returned to Client once removed from hardware.

Throughout the term of the Service Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment. Any costs or expenses relating to breakage of equipment by inmates will be billed back to the Client by Provider at our cost, it will be the Client's responsibility to get reimbursed by the inmate that damaged/broke the equipment.

Provider shall comply with all laws, regulations, codes and rules of proper governmental authority in connection with installation and maintenance, and use of its inmate commissary program while in the Client's Facilities and further agrees to procure all licenses and to pay all fees and other charges, which may be required by such laws, regulations, codes and rules.

Commissary:

1. Provider shall license and service all equipment on a timely basis at its sole cost and expense, and shall be responsible for repairs that arise due to normal wear and tear of equipment. Provider shall update software as needed or available.
2. Client shall determine the prices at which Products shall be sold, and add items to, or remove items from, its selection of Products.
3. Provider shall deliver commissary items at least one time per week to the Client. At Client's request, the number of commissary deliveries per week may be increased upon the mutual consent of both parties. All orders will be picked and packed off-site by Provider and shipped directly to Client's Facilities.
4. Provider shall ship all inmate orders to Client in individual clear bags or clear containers with a receipt to include a list of items and the inmate funds charged. This receipt is to be signed by the inmate with verification of receipt by Client, with a copy given to the inmate and a copy retained by Client (to be produced upon Provider's request).
5. Client shall maintain public liability and property damage insurance covering vandalism, theft or damage of Provider's equipment and injury to staff on premises at Client's Facilities.
6. Provider shall give Client 30 days advance notice of any commissary price increases.
7. It is the Client's responsibility to pay all invoices received from Provider within 14 days of receipt of invoice.
8. Client shall be solely responsible for the management and operation of the inmate banking software program and inmate commissary program at Client's Facilities. Client shall assume full liability for payment of all sales, use or other taxes on all sales from the inmate commissary program, and shall allow no liens to be placed against the Provider's property resulting from Client's failure to perform its obligations. All persons employed by Provider shall be employees of the Provider and neither the Client nor any agent or employee of the Client shall be or be deemed an employee of the Provider. The Term Management and Operation does not include repair, upgrading or replacement of the software. The daily operation and management of software operation and staff's responsibility of the software operation is the Clients responsibility.

II. General Policies

(A) Cancellation

1. Either party may cancel this Service Agreement for cause prior to expiration of the Initial Term (or, as applicable, the then-current Renewal Term) if there is an alleged material breach of the term(s) of this Service Agreement by the other party. If either party (the “Non-Breaching Party”) believes that the other party (the “Breaching Party”) materially breached the terms of this Service Agreement, the Non-Breaching Party may, by written notice, send a demand letter requiring the Breaching Party cure the alleged breach within ninety (90) days. The cure period may be extended to a mutually agreeable date if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), or by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.
2. In the event that Provider’s business hereunder should become unprofitable then Provider may cancel this Service Agreement by sending to Client by certified or registered mail as stated in Section (M) below a written notice of Provider’s desire to terminate the Service Agreement pursuant to this Section II-(A), specifying a cancellation date for the Service Agreement, which shall be no less than ninety (90) days after the date of which such notice shall be received by Provider. Profit on the Clients part would be any money collected through the sale of commissary products. Providers term of profitable would be to generate commissary sales to cover cost incurred in maintain services to the client.
3. In the event that the Client determines that the system becomes unprofitable, then the Client may terminate this agreement by sending to Provider by certified or registered mail as stated in Section (M) below, a written notice of Client’s desire to terminate the Service Agreement pursuant to this Section II-(A)(3), specifying a termination date for the Service Agreement, which shall be no less than ninety (90) days after the date of which such notice shall be received by Client. Profit on the Clients part would be any money collected through the sale of commissary products. Providers term of profitable would be to generate commissary sales to cover cost incurred in maintain services to the client.

II. General Policies Continued:

(B) Indemnification

1. Subject to the provisions of Section II-(N) below, Provider agrees that it will hold harmless, indemnify, and defend the Client, its officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, to the extent caused by the Provider's negligent performance of professional services under this Service Agreement and the acts or omissions of Provider, its subcontractors or anyone for whom the Provider is legally liable.

2. Subject to the provisions of Section II-(N) below, Client agrees that it will hold harmless, indemnify, and defend the Provider, its officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, and damages to the extent caused by the Client's gross negligence and the acts or omissions of its officers, contractors, subcontractors or anyone for whom the Client is legally liable.

3. Neither Client nor Provider shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

(C) Provider's Insurance

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this agreement. Provider has and will maintain complete liability and property damage insurance.

(D) Assignment

In the event that Provider transfers authority of any of the Facilities covered by this agreement, there shall be no required consent by the Client to the assignment of this agreement. Any assignment of this agreement shall not result in any change to the terms and conditions of the agreement without the consent of the Client.

(E) Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Service Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F) Severability

The invalidity or unenforceability of any particular provision of this Service Agreement shall not affect the other provisions hereof and this Service Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Service Agreement can still be determined and effectuated.

II. General Policies Continued:

(G) Governing Law

This Agreement is executed and entered into in the State of Wisconsin, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Michigan.

(H) No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I) Exclusivity

During the term of this Agreement, the Client agrees to grant the Provider exclusive rights to install and maintain Inmate Commissary Services for all Facilities owned and future Facilities operated or governed by the Client, inclusive of all inmate financial money receiving kiosks products and services.

(J) Confidential Information:

All financial, operating, pricing, and personnel materials and information, including, but not limited to software, technical manuals, policy and procedure manuals and computer programs relative to or utilized in Provider's business (collectively, the "Provider Proprietary Information") are and shall remain confidential and sole property of Provider and constitute trade secrets of Provider. Client shall keep all Provider Proprietary Information confidential and shall use the Provider Proprietary Information only for the purpose of fulfilling the terms of this Service Agreement. The Client shall not photocopy or otherwise duplicate any materials containing Provider Proprietary Information without the prior written consent of Provider. Upon expiration or any termination of this Agreement, all materials containing any Provider Proprietary Information shall be returned to Contractor. Notwithstanding anything to the contrary herein, any information in Client's possession that is subject to public disclosure pursuant to the Michigan Freedom of Information Act shall not be considered confidential and shall not constitute Provider Proprietary Information. Nothing herein shall require Client to withhold any information subject to public disclosure under Michigan law.

(K) Stellar Services Fee Sheet/Equipment/Products

The Providers' fees charged for specific services are explained in Appendix 1 of this agreement and equipment and wiring responsibilities are outlined in Appendix 2. Provider's Product Order Guide is available in Appendix 3.

II. General Policies Continued:

(L) Entire Agreement; Assignment: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, oral or written between the parties. This Agreement is binding on Provider's and Client's respective assignees and successors. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Any counterpart may be electronically signed and delivered by facsimile or electronic transmission and the delivery of a copy of any executed original or counterpart of this document shall have the same force and effect as the delivery of an executed original.

(M) Notices: All notices required by the term of this Agreement to be sent to the other party shall be in writing and forwarded by certified mail addressed as follows:

Provider: Stellar Services, LLC
301 Business Park Circle
Stoughton, WI 53589

Client: Antrim County Sheriff's Office
207 E Cayuga Street,
Bellaire, MI 49615

(N) Limitation of Liability: The parties' liability under this agreement shall be limited as follows:

1. Neither party shall be liable to the other party for consequential damages, including special, indirect, incidental, or punitive damages, arising out of (or relating to) this Service Agreement, irrespective of the negligence of either party or whether such damages result from a claim arising under tort or contract law. As used in this agreement, "consequential damages" includes, without limitation, lost profits, interruption of business or loss of use of client data.
2. The aggregate liability of either party for any damages arising out of or relating to this Service Agreement shall not exceed the total amount paid by Client to Provider under this Service Agreement.

(O) Recitals: The recitals set forth at the beginning of this Service Agreement are hereby incorporated into this Service Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

STELLAR SERVICES, LLC

ANTRIM COUNTY SHERIFF'S OFFICE

By: Levell Coppage

By: _____

Signature: _____

Signature: _____

Title: Regional Account Manager

Title: _____

Date: _____

Date: _____

APPENDIX 1

Stellar Services Fee Sheet – All Services

Commissary: Provider shall sell Products to the Client at specified pricing, Clients profit percentage is added to Providers cost for retail pricing.

Lockdown Software: Provided Free with commissary service.

Stellar Teller (Lobby Kiosk): The cash Transaction fee is \$3.00, Credit and debit cards used in the kiosk or booking are charged a minimum of \$3.00 or 10% of the charge whichever is greater

Booking Money Manager: No fees

Inmate Phone Debit Time transfers: \$1.00 per transfer to inmate phone time. No fee is charged for any refunds back to inmate at release if the phone provider refunds on the system.

Video Visitation and Email: Provider's system is provided free to the Client and is funded by email and external video visitation. This system charges the external customer by the Megabyte on data at \$0.30. Amounts for email and external video visitation can vary by resolution and speed on external (outside) phones and computers so a good average is Email at \$0.10 to \$0.15 and External Video Visitation at \$0.40 to \$0.50 per minute.

- **For the CIDNET Video Visitation system, emails and external video visitation must be turned on and allowed by the client**
- **Fees apply to specific service, commissary, inmate phones and Video Visitation/Email**

INMATE PHONES

CALL TYPE	COLLECT		PREPAID		DEBIT	
	CONNECTION	PER MINUTE	CONNECTION	PER MINUTE	CONNECTION	PER MINUTE
All Data Calls	\$0.00	\$0.15-\$0.18	\$0.00	\$0.15-\$0.18	\$0.00	\$0.15-\$0.18
Charge/Fee Name						Amount
Live Operator Transaction Fee						\$5.95
Fee for Paper Billing						\$2.00
Automated Operator Transaction Fee						\$3.00
Web Transaction Fee						\$3.00

Appendix 2 – Equipment

Stellar Services, LLC agrees to provide the following equipment to Antrim County Sheriff's Office.

- 1 **Dual Tray Printers**
- 1 **Stellar Teller Lobby Kiosk**
- 1 **Booking Money Managers**
- 1 **Database Server - Lockdown**

All equipment will remain the property of Provider and will be covered against defects for the entire Service Agreement period. For Kiosks the Provider will also provide an internet Gateway and switch to be installed in a computer room where all the below wiring will go, the Provider will mount all of Operators equipment, Wi-Fi access points will go on the ceilings or walls in the POD areas or hall ways on linear jails.

Client Responsibility:

All wiring for CAT5/CAT6 (Lobby Kiosk) or CAT6E (Video Visitation) to be installed and tested with a service loop prior to install. Placement will be determined prior to any installation with Provider's Technical staff. Network Wiring not completed by facility and done by Stellar Services will be billed back to the county.

Internet connectivity unless otherwise stated in the original service agreement.

All electric for any kiosk will be done by a certified electrician and placement will be determined by Provider's Technical Staff.

Placement for Wi-Fi Hotspots that Provider provides in this agreement will be communicated prior to any installation of cabling.

Breakage of equipment by inmates will be billed back to the Client, it will be the Client's responsibility to get reimbursed by the inmate that damaged/broke the equipment.

STELLAR SERVICES, LLC

ANTRIM COUNTY SHERIFF'S OFFICE

By: Levell Coppage

By: _____

Signature: _____

Signature: _____

Title: Regional Account Manager

Title: _____

Date: _____

Date: _____

Product List/Order Guide

At Stellar Services, LLC,
We believe in catering
to the specific needs
of your facility.
We offer a wide
selection and variety
of products.

*Prices subject to change
at any time due to
manufacturers price
changes caused by
covid-19*



STELLAR STAR PACK PROGRAM

Part of Stellar Services, LLC service and one of our primary goals is to increase the volume of sales through the commissary, thus increasing the commission return to our Client. Stellar Services, LLC has successfully implemented several programs which has shown an increase in sales revenue.

SNACK PACKS:

This program is designed to capture sales from short term inmates or inmates whose money arrives following their designated commissary order day. On "off days" the inmates are offered the opportunity to purchase a Snack Pack, a pre-bagged selection of chips, candy bars and pastry items. This program works ideally well in conjunction with a once a week commissary order schedule, giving each inmate a twice-weekly ordering opportunity. As with all commissary items, the snack pack sales are billed to the County at the wholesale price, thus increasing the revenues to your facility.



INDIGENT PACKS:

The Indigent Packs provide the County with a means of supplying incarcerated indigent residents with items that are considered necessities. Indigent Packs typically contain personal hygiene items and/or writing materials. Lockdown allows an Indigent Pack to be set up so that it can be ordered and delivered with regular commissary orders. The Stellar Services Indigent Pack program allows you to have little or no stock on-site, reducing waste and cost.



HOLIDAY AND CARE PACKS:

This Program features an outstanding selection of snack foods packaged specifically for the correctional market. Most items chosen are "non-traditional" commissary items. This program allows family and friends to send a package to the Residents of participating facilities.

We initially looked at Stellar Services because of the 'one click fix' feature of their software, however what led us to switch was much more than that. The selection, pricing and solutions they brought to the table with hardware and software (which is written for correction officers not CPA's) was the icing on the cake. Finally, while I had my doubts, Ed and his staff pulled off one of the most successful transitions I have ever experienced in my corrections career. The decision to switch to Stellar Services has proven to be a wise one for our facility.

**Derek Gaylord; Jail Administrator
Charlevoix County Sheriff's Office
Charlevoix, Michigan**

***We have many great packs already designed
that will work for your facility!***

CODE	PRODUCT	PRICE
1001	Socks - pair	\$1.10
1002	Wash Cloth	\$0.90
1005	Unisex Disposable Briefs - Orange	\$1.10
1006	Ankle Socks	\$1.25
1018	T-Shirt White - Small	\$3.74
1019	T-Shirt White -- Medium	\$3.74
1020	T-Shirt White - Large	\$3.74
1021	T-Shirt White XL	\$3.74
1022	T-Shirt White 2XL	\$4.49
1023	T-Shirt White 3XL	\$4.74
1024	T-Shirt White 4XL	\$5.49
1026	T-Shirts White - 6XL	\$5.49
1040	Men's Briefs White Small	\$2.35
1041	Men's Brief White Medium	\$2.35
1042	Men's Brief White Large	\$2.35
1043	Men's Briefs White XL	\$2.35
1044	Men's Briefs White - 2 XL	\$2.50
1050	Men's White Boxers - Small	\$2.50
1051	Men's White Boxers - Medium	\$2.50
1052	Men's White Boxers - Large	\$2.50
1053	Men's White Boxers - XL	\$2.50
1054	Men's White Boxers - 2XL	\$2.85
1055	Men's White Boxers - 3XL	\$2.85
1056	Men's White Boxers - 4XL	\$3.00
1060	TOP, Thermal - Large	\$4.70
1061	TOP, Thermal - XL	\$4.70
1062	TOP, Thermal - 2XL	\$5.30
1063	BOTTOM, Thermal - Large	\$4.70
1064	BOTTOM, Thermal - XL	\$4.70
1065	BOTTOM, Thermal - 2XL	\$5.30
1066	TOP, Thermal - 3XL	\$6.10
1067	BOTTOM, Thermal - 3XL	\$6.10
1068	TOP, Thermal - 4XL	\$6.55
1069	BOTTOM, Thermal - 4XL	\$6.55
1071	BOTTOM, Thermal - 6XL	\$6.55
1072	Thermal Top 6XL	\$7.20
1077	Women's Panties - Size 5	\$2.10
1078	Womens Panties - Size 6	\$2.10
1079	Woman's Panties - Size 7	\$2.10
1080	Women's Panties - Size 8	\$2.10
1081	Women's Panties - Size 10	\$2.10

CLOTHING

Cross off items that will NOT be offered to the inmate for purchase.
 Prices subject to change at any time due to
 manufacturers price changes caused by covid-19

CODE	PRODUCT	PRICE
1082	Women's Panties - Size 12	\$2.10
1083	Womens Panties- Size 9	\$2.10
1084	Womens Panties - Size 11	\$2.10
1085	Special Order Womens Panties	\$3.10
1086	Kufi Cap -White	\$8.95
1090	Sports Bra - Medium 34	\$5.35
1091	Sports Bra - Large 36	\$5.35
1092	Sports Bra - XL 38	\$5.35
1093	Special Order Bras	\$6.60
1094	Sports Bra - Size 40	\$5.35
1100	Cross Strap Shower Shoes-Med 9-10	\$2.24
1101	Cross Strap Shower Shoes-Large 11/12	\$2.24
1102	Cross Strap Shower Shoes - XL	\$2.24
1103	Cross Strap shoes 2xl	\$2.24
1106	EVA Women's Black Sandal - Lg - 10	\$6.35
1107	EVA women's Black Sandal - XL - 12	\$6.35
1200	Slip On Shoes -5	\$7.15
1201	Slip On Shoes -6	\$7.15
1202	Slip On Shoes - 7	\$7.15
1203	Slip On Shoes - 8	\$7.15
1204	Slip On Shoes - 9	\$7.15
1205	Slip On Shoes - 10	\$7.15
1206	Slip On Shoes - 11	\$7.15
1207	Slip On Shoes - 12	\$7.15
1208	Slip On Shoes - 13	\$7.15
1209	Slip On Shoes - 14	\$7.15
1210	Slip On Shoes - 15	\$7.15
1250	Blk Leather Ten. Shoes- 5	\$24.10
1251	Blk Leather Ten. Shoes-6	\$24.10
1252	Blk Leather Ten. Shoes-7	\$24.10
1253	Blk Leather Ten. Shoes-8	\$24.10
1254	Blk Leather Ten. Shoes-9	\$24.10
1255	Blk Leather Ten. Shoes-10	\$24.10
1256	Blk Leather Ten. Shoes-11	\$24.10
1257	Blk Leather Ten. Shoes-12	\$24.10
1258	Blk Leather Ten. Shoes-13	\$24.10
1259	Blk Leather Ten. Shoes-14	\$24.10
1260	Blk Leather Ten. Shoes-15	\$24.10
1270	White Leather Ten. Shoes-5	\$24.10
1271	White Leather Ten. Shoes-6	\$24.10

CLOTHING

Cross off items that will NOT be offered to the inmate for purchase.
Prices subject to change at any time due to
manufacturers price changes caused by covid-19



Action Request to Board of Commissioners

Meeting Date: February 3, 2022

Department: Sheriff's office

Submitted By: Sgt. Kevin Hoch

Edited and Approved By: Peter Garwood, Administrator

Agenda Item: Labor on Ford Explorer

1. Action Request/Suggested Motion

To approve a budget amendment of \$600 to 101000-901-980.301 (Capital Outlay – Sheriff) funded from general fund balance, related to the installation of equipment on the 2 new Ford Explorers.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

The two 2021 Ford Pursuit vehicles were approved and purchased with the labor being completed by BOB WHITE.

- 1.) Car 504 2021 Ford Explorer VIN# 1FM5K8AB2MGA86869
- 2.) Car 510 2021 Ford Explorer VIN# 1FM5K8AB9MGA86870

The two Ford Explorer vehicles, were in the process of being equipped with the emergency lights, radios & partition, but with the passing of BOB WHITE, the equipment installation on the Fords were not completed.

I've received quotes from the following:

- Tele-Rad, Inc.
- Grand Traverse Mobile Communications.

3. Goal – Why the action is necessary; What is the specific target or outcome desired?

The two pursuit vehicles need to be equipped with the emergency equipment for the Deputies to perform road patrol duties.

4. Financial – Budget-related information

After speaking with Finance Director BRAD RIZZO, Funds will be taken from Sheriff Capital outlay 10100-901-301 for the increase of \$600.00

BOB WHITE charged \$1,500 for each vehicle for labor.

The Sheriff has the authority to spend the funds as it is within the policy spending limits and will be hiring Tele-Rad as the chosen vendor. This would be a \$600.00 increase from what BOB WHITE Charged.

Grand Traverse Mobile Communications quote: per vehicle	\$3,026.00
Misc install supplies	\$250.00
Total for one vehicle	\$3,276.00
Grand Total two vehicles	\$6,302.00

Tele-Rad, Inc quote for both vehicles	\$3,200.00
Misc. Hardware and Materials for Installation	\$ 400.00
Grand Total for two vehicles:	\$3,600.00

5. Legal Review
N.A.
6. Policy Implications
For this to happen the Board must approve the requested amendment.
7. Plan – Timeline with who, what, where, and how
If amendment is approved, the Sheriff will authorize a purchase order.
8. Alternative Plan – What are the implications if failure to approve?
No alternative plan for 2022. Failure to approve would lead to the deputies not having the appropriate equipment to carry out their responsibilities.
9. Attachments Included
Quote from Tele-Rad, Inc Quote from Grand Traverse Mobile Communications

KENWOOD Grand Traverse Mobile Communications

Critical Radio Systems
Authorized Dealer

1670 Barlow Street, Ste. 1, Traverse City, Michigan 49686
Phone: 231.947.9851 Fax: 231.947.9077
sales@fireradios.com

5-Jan-22

Antrim County Sheriff Department

THANK YOU FOR THE OPPORTUNITY TO PROVIDE THE FOLLOWING QUOTATION

INSTALL COMMUNICATIONS, EMERGENCY LIGHTING AND OTHER EQUIPMENT FOR 2021 FORD UTILITY

QTY	ITEM NUMBER	DESCRIPTION	GOV'T	TOTAL
1	MISC	Misc Install Supplies (Not to Exceed)	\$ 250.00	\$ 250.00
1	LABOR	Install Customer Provided Equipment (Not to Exceed)	\$ 3,026.00	\$ 3,026.00
PER VEHICLE TOTAL				\$ 3,276.00

Quote By: Neil Pickard
Quote Valid: 60 Days

2351 S. Cass Rd.
Traverse City, MI 49684
(231) 947-8330 / 800-345-4695
FAX: (231) 947-3882

01032022A

For: Antrim County Shierff Dept
Attn: Sgt Kevin Hoch

We are pleased to submit the following quotation:

Job Description: Installation/Upfit of Emergency Equipment

EQUIPMENT AND ACCESSORIES:

QTY	MODEL	DESCRIPTION	PRICE	TOTAL
1	Misc	Misc Hardware and Materials for Installation	\$400.00	\$400.00
		**Customer Supplied Equipment, Any additional equipment above and beyond misc will be presented to the customer for approaval.		
<i>Equipment and Accessories Total</i>				\$400.00

LABOR:

UNIT	DESCRIPTION	CHARGES	TOTAL
1	Installation/Upfit of customer supplied emergency equipment in to (2) Ford PIU units.	\$3,200.00	\$3,200.00

Prepared by: **Mike Vaughn, CETsr**
Sales Representative

Accepted by:

Labor Total	\$3,200.00
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Sub Total	\$3,600.00
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Sales Tax

Shipping & Handling

Quotation Grand Total	\$3,600.00
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Action Request to Board of Commissioners

Meeting Date: February 3, 2022

Department: Administration

Submitted By: Peter Garwood, Administrator

Agenda Item: Budget Amendment – Energy Savings Grant

1. Action Request/Suggested Motion
Approve the transfer of \$11,161.14 from the general fund balance to Fund 242, Energy Savings and authorize the Finance Director to make the appropriate budget amendments.
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
As part of a 2009 Energy Savings Grant award, the County agreed to have an energy audit conducted and implement some of the energy saving measures. In October of 2009, the County Board of Commissioners approved a resolution in which they agreed to establish an energy savings account into which half of utility bill savings could be deposited and designated for future energy investments. Over the last few years, these savings have been used to pay for projects at County-owned properties, including the most recent lighting upgrades in the County Building, the 1905 Courthouse, ACT, and the Airport.
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
Provide somewhat of a revolving fund for the continued implementation of energy and cost saving measures in the County facilities.
4. Financial – Budget-related information
Recommended action will result in a reduction of the general fund balance of \$11,161.14.
5. Legal Review
n/a
6. Policy Implications
n/a
7. Plan – Timeline with who, what, where, and how
n/a
8. Alternative Plan – What are the implications if failure to approve?
n/a
9. Attachments Included
2021 Energy Savings Report

Energy Performance

Date Downloaded: 01/07/2022 05:00 PM EST

Date Generated: 01/07/2022 05:00 PM EST

Number of properties in report: 3

Comparing Baseline Year with Year Ending: 12/2021

Property Name	Site EUI (kBtu/ft ²) Change	Source EUI (kBtu/ft ²) Change	Weather Normalized Site EUI (kBtu/ft ²) Change	Weather Normalized Source EUI (kBtu/ft ²) Change	Site EUI - Adjusted to Current Year (kBtu/ft ²) Change	Source EUI - Adjusted to Current Year (kBtu/ft ²) Change	National Median Site EUI (kBtu/ft ²) Change	National Median Source EUI (kBtu/ft ²) Change	% Difference from National Median Source EUI Change	Energy Cost (\$) Change	Minimum Annual contribution to Energy Savings Account (\$)
Antrim County, MI - County Building	-22.6	-63.5	-14.6	-53.7	-21.8	-61.8	9.4	-1.4	-41.2	\$ (16,593.97)	\$ 8,296.99
Antrim County, MI - 1905 Courthouse	-26	-43.3	-17.4	-34.4	-24.7	-41.1	-1.4	-1.5	-37.7	\$ (2,229.12)	\$ 1,114.56
Antrim County, MI - Jail	-68.1	-88.2	-50.3	-71.1	Not Applicable	Not Applicable	-3.4	0	-98.9	\$ (3,499.18)	\$ 1,749.59
TOTAL FY2021										\$ (22,322.27)	\$ 11,161.14

FY2011	\$ (6,070.00)	\$ 3,035.00
FY2012	\$ (9,286.00)	\$ 4,643.00
FY2013	\$ (7,611.26)	\$ 3,805.63
FY2014	\$ (2,149.77)	\$ 1,074.89
FY2015	\$ (9,233.84)	\$ 4,616.92
FY2016	\$ (21,033.48)	\$ 10,516.74
FY2017	\$ (17,630.33)	\$ 8,815.17
FY2018	\$ (8,570.30)	\$ 4,285.15
FY2019	\$ (33,193.40)	\$ 16,596.70
FY2020	\$ (36,675.26)	\$ 18,337.63



Action Request to Board of Commissioners

Meeting Date: February 3, 2022

Department: Emergency Management, 911, Sherriff and CERT

Submitted By: Leslie Meyers and Mike Gank

Edited and Approved by: Peter Garwood, Administrator

Agenda Item: Communication Trailer/Command Post/Back-up 911

1. Action Request/Suggested Motion

Motion to approve the purchase of a Communication Trailer/Command Post/Back-up 911 Trailer per the 2021 CIP Plan from Millennium Trailers at a cost of \$66,923.53.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

Prior to 2018, the County Emergency Operations Center (EOC) hadn't been formally opened since the Mancelona Explosion in 1995. Since 2018, the EOC has been activated 6 times. Further, we have not had a need for a back-up 911 Center until it was needed 6 times in 2020 alone. Disasters and large scale emergencies are becoming a regular occurrence. All first responders (Including our CERT) are working both harder and smarter.

Please consider the following:

- In 2006, the County received a FEMA Residential Trailer for the sum of \$1000 to be used as a command post/communications trailer. Over the next 8 years the trailers was used 2-3 times a years, specifically for Torch Fest and the White Pine Stampede.
- In 2014, the trailer began to be utilized for all planned events (i.e. Harbor Days, Paddle Antrim, Ducky, Shorts Anniversary, Bass Fest to name a few).
- In 2016, the integrity of the trailer began to fail. We invested approximately \$1200 to put a band aid on it to limp through another 3 or 4 years until a new trailer could be secured.
- The 2018 CIP Committee received a request for a new trailer in the amount of \$46,000. It was planned that the trailer would be built out over the course of 3-5 years. The request was denied.
- 2019 the proposal made its way back to the Committee for reconsideration. It was approved for the 2021 CIP in the amount of 89,000.
- By the spring of 2021, the trailer was retired and sold at auction as its usefulness had ended. We were able to sell it at auction for \$500 – much more than we anticipated.
- Due to supply chain issues and cost overruns, we were not able to pursue the trailer until the end of 2021. At this time, the costs were over \$150,000. We went back to the drawing board and found another supplier – Millennium Trailers out of Indianapolis.
- The trailer for consideration, while much more expensive than originally quoted, now includes a generator, sound proofing and a 25 gallon tank that the original did not. We see this a great bonus.
- At this point, we are borrowing the CCE RACES trailer for planned events as they are able oblige.

3. Goal – Why the action is necessary; What is the specific target or outcome desired?
With the rising number of emergencies/disasters in Antrim County as well as the growing amount of planned events and the need for a temporary 911, the command post/communications/911 trailer will serve our first responders with a well-designed, safe and up to date place to work when needed.
4. Financial – Budget-related information
The total price for the trailer is \$66,923.53. This money was originally slated to come from the General Fund. Since its original approval by the CIP, COVID provided us with CARE's Act, now ARPA funds as a permitted purpose. The amount budgeted for the trailer is \$67,919. We have had contact with over 6 potential providers and found that we are never comparing apples to apples. The two other closest quotes were \$88,923 and \$142,929. Millennium is by far the cheapest as the other companies now start in the \$150,000 range! It has been determined that this provider is single source and allowed us to delete unneeded equipment such as workbenches where desks would be installed, a bathroom (which would be impossible to maintain in the winter) and a Keurig coffee maker. 911 has budgeted funding for the next 5 years to address back-up 911 stations and we will be able to make those additions once the trailer arrives. Our RACES (Radio Amateur Civil Emergency Service) Team removed all of their equipment and the 800 MHz mobiles from the old trailer and will reinstall it into the new trailer.
5. Legal Review
N/A
6. Policy Implications
N/A
7. Plan – Timeline with who, what, where, and how
Upon approval, the trailer will be ordered and will arrive by Torch Fest.
8. Alternative Plan – What are the implications if failure to approve?
Emergency Management, 911, Sheriff Dept, RACES and CERT are left without a professionally equipped practical and safe environment to address large scale emergencies and planned events.
9. Attachments Included
Millennium Trailer Quote



www.milltrailers.com

800-978-7223

12345 Southeastern Ave, Indianapolis, IN 46259

Quote MTRQ59439-01

Valid through February 22, 2022

Prepared For:

Antrim County Emergency Services
 Leslie Meyers
 Phone: 231-533-6569
 110 Grove Street
 Bellaire, MI 49615
 meyersl@antrimcounty.org

Prepared By:

Jeff Nells
 Phone: 317-222-1525
 Fax: 317-862-3200
 Email: Jeff@milltrailers.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
1	28' Millennium Silver Tag Tandem S200# Torsion Axles		\$21,589.00	\$21,589.00
1	Millennium Silver Model Bumper Pull Standard Features: 102" Body Width 6'6" Interior Height (Approximate) 96" Interior Width Wall to Wall 82" Between Wheel Wells (Approximate) Bull Nose Front Front Cast Corners with Stainless Steel Top Wrap 1 Piece Aluminum Roof .030 Exterior Aluminum (Screwed Sides) A.T.P. Front Stoneguard (24" Tall) 2" X 6" Steel Tube Frame Painted / Z-Tech Undercoated Frame 1" X 1-1/2" Steel Tube Walls White Vinyl Ceiling and White Vinyl Walls 16" O/C Walls, Floor and Ceiling 3/4" Plywood Floor with Darco Moisture Barrier All Wheel Electric Brakes Breakaway Kit 48" Triple Tube Tongue Radial Tires on Silver Mod Wheels with Chrome Caps & Lugs Dexter E - Z Lube Torsion Axles 48" Side Door with Flush Lock, Deadbolt & Piano Hinge Side Door Construction = Aluminum Tube L.E.D. Clearance Lights L.E.D. Taillights in Uprights L.E.D. License Plate Light Aluminum Teardrop Fenders with Turn Signals Spring Assisted Rear Ramp Door & 16" Aluminum Flap with Cambars and 2 Grab Handles White Aluminum Rear Spring Cover Rear Door Trimmed in Mill Finish Aluminum 48" Beavertail (4) D-Rings Loose (1) Non-Powered Roof Vent (2) L.E.D. Dome Lights with Switch 3 Year Factory Warranty		\$0.00	\$0.00
1	Mini Tapered Spread Axles Tandem (REQUIRES 16" TIRES) Deletes Skirt if Standard		\$651.00	\$651.00
1	22.5 Down Degree Axles (per Axle)		\$215.00	\$215.00
1	28' Millennium Silver 12" Extra Height		\$1,091.00	\$1,091.00
1	12" Extra Height Added to Ramp Door		\$0.00	\$0.00
1	20' Lattitude Awning 12V, LED Lights in Tube with Wind Sensor (12V Battery and Converter Required)		\$3,426.00	\$3,426.00
1	18" x 48" Pedestal Table		\$591.00	\$591.00
1	Fold Down Sofa Bed (Choose Vinyl Color)		\$1,359.00	\$1,359.00
2	Large Grab Handle for Door		\$179.00	\$358.00
1	Partial Kitchen Package 41" Tall Base Cabinet w/Sink Overhead Cabinet w/Microwave 3.6 Cu Ft Refrigerator 3 Way (No Gas) Electric Hot Water Heater Gray Tank 30 Gallon Fresh Water Tank		\$7,649.00	\$7,649.00
1	TV Antenna (Place outlet under or next to radio)		\$498.00	\$498.00
1	32" RV Door w/ Window & Screen		\$1,170.00	\$1,170.00
1	32" RV Door w/Window & Screen ilo of 48" Side Door		\$279.00	\$279.00
	Vinyl Flooring (pmf)		\$43.00	\$1,204.00

1	7.0 KW Onan Commercial Quiet Gasoline Generator 12V Battery Generator Compartment Vented Generator Door (Top Hinge)	\$14,044.00	\$14,044.00
1	25 Gallon In-Frame Fuel Tank for Generator w/Carbon Filter	\$2,350.00	\$2,350.00
1	LED Light Package #1 Standard Includes: 2 - 38" LED Panel Lights 3 - LED Exterior Bar Lights 2 - LED Loading Lights 3 - 12V Switches 3 - 110V Receptacles 1 - G.F.I. 45 Amp Smart Charger 30 Amp Load Center With Lifeline (Battery Required)	\$1,668.00	\$1,668.00
2	110V GFI Receptacle	\$121.00	\$242.00
6	110V Receptacle	\$51.00	\$306.00
1	(2)-12V L E D Dome Lights & (1) 12V Switch	\$121.00	\$121.00
2	38" LED Panel Light	\$292.00	\$584.00
1	110V Wall Switch	\$51.00	\$51.00
1	24" Cherry Overhead Cabinet	\$100.00	\$100.00
1	No Beavertail	\$0.00	\$0.00
2	13,500 BTU Air Conditioner w/Heat Strip & Remote Thermostat (Requires 12 Volt Battery)	\$1,755.00	\$3,510.00
1	8' ATP Platform & 42" Rails w/Recessed Ladder	\$2,436.00	\$2,436.00
1	Partition Wall w/Door	\$651.00	\$651.00
1	Extra Height Added to Partition Wall, Extra Height Added to Recessed Ladder, Extension to Generator Compartment	\$275.00	\$275.00
1	30"x22" Egress Window (Roadside)	\$402.00	\$402.00
3	30"x22" Radius Slider Window	\$372.00	\$1,116.00
4	235 R16 Aluminum 6 Lug IPO 15" Mod (Priced per Wheel)	\$350.00	\$1,400.00
1	Ship D-Rings Loose	\$0.00	\$0.00
1	Delete Loading Lights	\$0.00	\$0.00
	Running SubTotal		\$70,077.00
	4.5% Discount		-\$3,153.47

SubTotal: \$66,923.53
Shipping: \$0.00
Sales Tax: \$0.00
Total: \$66,923.53

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

☐ I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 71.89.145.164

PO Number

(Optional: Enter PO Number as your reference only.)

Comments

Email

Address

Printed Name

Signature

meysl@antrimcounty.org

"signatures" could include: /john smith/; /js/; /js123/, etc

Click to Accept

Uploads Area

Have Questions?

Submit

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Eastern Standard Time UTC-05:00

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Action Request to Board of Commissioners

Meeting Date: February 3, 2022

Department: Administration

Submitted By: Administration Office

Agenda Item: Chairman's Appointment – Airport ZBA

1. Action Request/Suggested Motion

To confirm the Chairman's appointment of the Planning Commission chair Gary Lockwood to a partial term expiring on December 31, 2023, and the appointment of Economic Development Corporation president Rachel Krino to a partial term on the Airport Zoning Board of Appeals, with the term to expire on December 31, 2022.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

The Airport has had a zoning ordinance in place since 2000. The ordinance is a requirement of the FAA, the purpose of which is to protect pilots from obstructions in a conical area surrounding the airport. In 2020 the Board appointed 5 members to the Airport Zoning Board of Appeals by way of positions they held either as advisory committee chairs or as County officials. At their organizational meeting on January 4, 2022, the Planning Commission elected Gary Lockwood as their chair, replacing Jim Gurr. Similarly, the EDC elected Rachel Krino as their president to succeed Mike Allison. These new committee chairs must be appointed by the Board Chair. Throughout the 20 years since its implementation, only one permit has ever been applied for and the Board of Appeals has met only once. Chances of this Board seeing much action in the future is very slim.

3. Goal – Why the action is necessary; What is the specific target or outcome desired?

Filling these appointments would ensure the Airport ZBA remains intact, should the need arise for the ZBA to meet.

4. Financial – Budget-related information

The ordinance states the Airport ZBA "shall receive such compensation and expense reimbursement for attendance at meetings and hearings." Should the ZBA meet, a budget amendment would be required to pay out per diems and reimburse for travel.

5. Legal Review

n/a

6. Policy Implications

7. Plan – Timeline with who, what, where, and how

These new appointees will be notified of their appointment by the Clerk. Should the ZBA meet, all members will be notified of meeting dates and times.

8. Alternative Plan – What are the implications if failure to approve?

9. Attachments Included



Action Request to Board of Commissioners

Meeting Date: February 3, 2022

Department: County Surveyor

Submitted By: Peter Garwood, Administrator & Scott Papineau, Surveyor

Agenda Item: Remonumentation Agreement

1. Action Request/Suggested Motion

Authorize the Remonumentation Program Administrator to execute the 2022 Survey Remonumentation Grant No. BCC 22-05 Agreement with the State of Michigan Department of Licensing and Regulatory Affairs with a total authorized budget of \$42,816.00, and approve the appropriate budget amendments.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

This is a statewide program to remonument all of the section corners. These corners control all of the property in the state. The law was enacted in 1990 and was amended in 2014. All Register of Deeds offices collect a small fee when documents are recorded that are used to fund the program. Every year the money is then distributed to all of the counties in the state based on a formula that takes into account the geographic size of the county and how much money they contributed to the fund.

While it is called a grant, there is no competition for the funds. The Office of Land Survey and Remonumentation informs every county what their grant amount is for the following year sometime in late October or early November. If a county decides to participate and send in an application, they are guaranteed the money.

All corners that are surveyed in a given year must be approved by a Peer Group that consists of at least three non-associated surveyors. They must listen to the contract surveyor and decide if a corner that is presented shall be approved as the accepted corner. The intention of the program is to remonument the original corners that were set in the 1800's. There are not very many corners that meet that criteria so most corners are approved as a locally accepted corner.

The County Surveyor, Scott Papineau, is the Remonumentation Program Representative, and I am the Remonumentation Program Administrator.

3. Goal – Why the action is necessary; What is the specific target or outcome desired?

To secure guaranteed monies to carry out this program.

4. Financial – Budget-related information

The amount budgeted for 2022 was \$30,303. We never know the amount we will be getting for the ensuing year at budget preparation time, and therefore we typically budget for the grant amount receive the prior year.

5. Legal Review

Was previously reviewed.

6. Policy Implications

n/a

7. Plan – Timeline with who, what, where, and how

The setting of monuments will take place once the snow melts and must be completed prior to the end of the year.

8. Alternative Plan – What are the implications if failure to approve?

9. Attachments Included

Grant Agreement, Page 1

GRANT NO. **BCC 22-05**

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
ANTRIM COUNTY

GRANTEE/ADDRESS:

Peter Garwood
County of Antrim
P.O. Box 187
Bellaire, MI 49615

STATE GRANT ADMINISTRATOR/ADDRESS:

Michael C. Barger, P.S., Director
Office of Land Survey and Remonumentation
Department of Licensing and Regulatory Affairs
P.O. Box 30254
Lansing, MI 48909
Phone: (517) 241-6321
Email: bargerm@michigan.gov

GRANT PERIOD:

From: **01-01-2022** To: **12-31-2022**

TOTAL AUTHORIZED BUDGET: **\$42,816.00**

SIGMA Vendor ID: CV0047005
SIGMA Payment Address Code: E00

ACCOUNTING TEMPLATE: 6415137T001



Antrim County

Memorandum

February 3, 2022

TO: Board of Commissioners
FR: Pete Garwood, County Administrator
RE: General Bargaining Unit - Teamsters Request

Attached is a request by Tony Pletcher, the Teamsters business agent on behalf of the general bargaining unit. The current collective bargaining agreement (CBA) for the general unit runs from January 1, 2021 through December 31, 2023. The Board is under no obligation to honor the request from Mr. Pletcher mid-contract. The Board has two options:

1. Stick with the CBA, as is, which includes a 2.8% wage increase for the general bargaining unit for 2022. With this option, the bargaining unit will likely have a sizable ask for wages for the next agreement (would be negotiated in 2023 with a January 1, 2024 start date). If this option is chosen the Board – no action is necessary.
2. Approve increasing the contractual 2.8% to 4% as requested. I am sure such a move would be welcomed by all that are in that bargaining unit. The question of when the adjustment would start would have to be addressed (retroactive, next pay day, etc.). Also, if such action were taken, the only employees not receiving a 4% increase for 2022 would be the Antrim County Transportation (ACT) bargaining unit. A decision would have to be made whether or not to include them as well. Choosing this option in any form would require the Board approve a motion.

If the Board chooses option 2, the following is a motion that can serve as the basis for any added variations.

Motion by _____, seconded by _____, to approve increasing the 2022 contractual 2.8% wage increase to 4% for the general bargaining unit beginning on _____, 2022. This action is taken without precedent.

From: [Garwood, Peter](#)
To: [Boyd, Margie](#)
Cc: [Schrader, Tina](#)
Subject: Teamster GU Request
Date: Friday, January 28, 2022 2:50:11 PM
Attachments: [sigimg1](#)
Importance: High

From: tpletscher@teamsters214.org [<mailto:tpletscher@teamsters214.org>]
Sent: Thursday, January 6, 2022 6:09 PM
To: Murray, Stephanie <murrays@antrimcounty.org>
Subject: BOC meeting 12-23-21

Hi Stephanie..Hope you had a Merry Christmas and Happy New Year.. I was informed the BOC voted to give non union personnel a 4% raise during the last meeting. Although, I understand the employer is not obligated over and above the negotiated rate, I would hope the intent is to do the right thing and make up the difference to the general unit (currently at 2.8%). The unit members have heard several rumors and are looking for confirmation one way or the other. Any info would be greatly appreciated. :)



Clayton (Tony) Pletscher

Business Agent
Teamsters Local 214

Office (810) 691 9072



Memorandum Administration Department

January 28, 2022

TO: Antrim County Board of Commissioners
FR: Pete Garwood, County Administrator
RE: Administrator's Report – February 3, 2022

The January 20, 2022 Board meeting is an in-person meeting. Commissioners will attend in person. Members of the public will be able to attend and participate during public comment in person or observe through the Zoom or Facebook platforms.

As a reminder, effective January 1, 2022, the only legal basis for a member of a public body to participate in a meeting via telephonic or video conferencing as a member of the public body (i.e., to vote, to be counted toward a quorum, or to deliberate toward a decision), is if that member is absent due to military duty.

ADMINISTRATION RELATED MATTERS:

1. **Strategic Planning for the Board of Commissioners:** To date, the Board:
 - Received the results of the SWOT Analysis by the department heads,
 - Received the results from the survey sent out to all County employees
 - Set and ranked their priorities.
 - Chose the two top priorities, 1. Investing in the employees and 2. Determining a direction for facilities.
 - Were able to focus on the issue of valuing employees
 - Did not address the facilities issue in the detail needed.

You will have received the Final Strategic Plan by email by the time you are reading this report. Facilitator John Amrhein indicated that he, and potentially, Beth Prykucki as well, would be willing to come back and help with addressing the facilities priority after the Board has gained a little more consensus on direction. Staff recommends when ready the Board consider taking Mr. Amrhein up on his offer.

HR and Administration have met and had several discussions on how best to proceed with valuing employees; this will likely involve a combination of group conversations and a survey. I also brought the subject up at a recent department head meeting asking for their best ideas for measures that could be taken to accomplish the Board's goal. We will be meeting again to address the issue further.

We have already implemented one of the ideas we came up with for employee awards in various categories. Please refer to the HR Newsletter which was emailed out by Stephanie Murray on December 1 for a complete list of the Trillium Award winners for leadership, teamwork, and customer service. Also, longevity awards were presented to employees serving the citizens of Antrim County for the past 20 – 40 years.

Additionally, I will be addressing one of the other ideas discussed at the strategic planning session toward fulfilling the "investing in employees" priority later in this report, namely training.

As for facilities, a workers' comp review was conducted on December 8th and 9th. We have not received the final assessment yet. Mitch Bart, Maintenance Director, is working on a maintenance plan for one of the facilities and will tackle other facilities as time allows. His work will also be considered when this issue is brought back to the Board for further consideration.

Both strategic priorities will be further tackled throughout 2022. Although this project is at the forefront of our minds and efforts, there is no new updates for this meeting.

2. **Broadband:** The broadband request for proposals (RFP) is active and will remain so until February 11. We have identified and begun advertising on additional targeted outlets. Although RFPs of this type often go unanswered, we have had discussions with a couple of companies that have expressed possible interest in submitting a proposal and have sent it to a handful of others. Any proposals submitted would be brought to the Board for consideration.

We also met with Tom Stephenson of Connect Michigan and he is going to help shop our RFP around to some of his contacts. Administration staff continues to hold meetings with the NLEA Broadband Consortium staff every couple of weeks to stay abreast of any new developments in funding and partnership opportunities.

3. **Supervisor Training:** Our intention is to move forward with the training through the International County/City Management Association (ICMA).
4. **Communication Distributed by Randy Bishop:** At the January 20, 2022, Board meeting, Mr. Bishop distributed a document entitled, Constructive Legal Notice to the Board of Commissioners during public comment. In the communication, Mr. Bishop indicates he intends to file a claim against the County's "...current Municipal Bond coverages." I checked with legal counsel and our insurance representative. The bond Mr. Bishop is referring to is a Blanket Faithful Performance Bond that covers Antrim County employees, elected and appointed officials. The coverage is a first party coverage and protects only the Member (i.e. Antrim County).

An outside party cannot expect to file a claim and receive payout directly from the bond. The following is the scope of loss fund protection: "...includes loss caused to the member by conversion to personal use or through the failure of any of the employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the period of (the County's) membership in the Authority."

An example would be if one of the appointed or elected employees or officials used County funds to go gambling the bond would cover the potential losses. Again, an outside party cannot access the bond proceeds in the way Mr. Bishop described in public comment and his communication on January 20.

HUMAN RESOURCES (HR) RELATED MATTERS:

5. **Current County Employment Opportunities:**
 - 13th Circuit Court Family Division/Probate Court - Juvenile Register/Deputy Probate Register – FT: Interviews have been scheduled.
 - ACT – Mechanic – FT: Position has been posted.
 - ACT – Lead Mechanic – FT: Position has been posted.
 - Commission on Aging – CENA – Irregular PT: Position has been posted.
 - Commission on Aging – Cook – FT: Position has been posted.
 - Commission on Aging – Homemaker – Irregular PT: Position has been posted.
 - Commission on Aging – Site Coordinator – Irregular PT: Position remains open.
 - Commission on Aging – Clerk II – FT: Candidate in background check process.
 - Register of Deeds – Clerk II – FT: Position has been posted and applications are being reviewed.
 - Maintenance – Deputy II – FT: Position has been filled internally by Carrie Sayre, current custodian.
 - Maintenance – Custodian – FT: Position has been posted.
 - Parks Coordinator – Seasonal: Position has been posted.

- Sheriff's Office – Animal Control – Irregular PT: Interviews are taking place.
- Sheriff's Office – Assistant Cook – Jail – Irregular PT: Position posted.
- Sheriff's Office – Civil Process – 2 Irregular PT: Positions posted.
- Sheriff's Office – Dispatcher – FT: Two positions have been reposted.
- Sheriff's Office – Road Deputy – FT: Positions remain open.

6. **Human Resources Office Renovation**: The HR office is being renovated to allow for the addition of the HR/Finance Assistant. The office will be temporarily moved to Room 211 from February 15 – 28.

FINANCE RELATED MATTERS:

7. **American Rescue Plan Act (ARPA)**: The Department of Treasury (finally) released the Final Rule which will go into effect April 1, 2022. We have confirmed that any funds received by a unit of government under \$10,000,000 can be considered as lost revenue and is not subject to the rules for use under the original statute and rules. However, there remain reporting requirements for how the spend the funds. If it is spent on capital items there are still fairly strict reporting requirements. Brad Rizzo, Finance Director, has indicated that it appears the County can earmark it and report it as used for some everyday County expenditures, such as payroll. Because the funds would be used for such, it would free up regular general fund dollars for other priorities. Regardless we continue to recommend the County take it slow in regards to committing funds as there will be many opportunities to match funds with other funding sources from the state and feds.
8. **Road Commission Bond**: On January 5, 2022, the bond sale was officially and successfully completed with confirmation of receipt of the proceeds and release of the bonds to the transfer agent and bond purchaser. Brad will have one of two last pieces of business related to the bond as an action item for this meeting (the annual continuing disclosure statement contract). The other piece is the Paying Agent Agreement, which we just received and will be asking the Board Chairman to sign as a part of the bond closing documents he was authorized to sign earlier in the process.

HEALTH & PUBLIC SAFETY (H&PS) RELATED MATTERS:

9. **COVID-19 Cases**: As of January 10, 2022, according to the Health Department, Antrim County has had 3,939 known cases of the COVID-19 Coronavirus. Apparently the Health Department is no longer tracking deaths and recoveries, as those statistics were not in the twice a week email they send me nor could I find it on their website. There has been 489 additional cases since my last report. Each two-week period the cases have been increasing.
10. **Natural Hazards Mitigation Plan (NHMP)**: No new information on this project. We will be picking it up again in the Local Emergency Planning Committee (LEPC) at the February meeting.
11. **Soil Erosion, Sedimentation, and Storm Water Runoff Control Ordinance RFPs**: Three proposals were received and we had a productive interview with one of the firms. There is a recommendation to the Board in this packet.

BUILDINGS, LANDS, & INFRASTRUCTURE (BLI) RELATED MATTERS:

12. **Hydro Roof Replacement & Hatch Installation**: The roofing portion of the project is complete, and the membrane is secured. No new information at this time.
13. **Hydrology Study**: We are expecting the United States Army Corp of Engineers (USACE) rollout to occur by or in February. Mark Stone has been notified by the USACE that the project is in the final stages of internal review.

14. **Health Department Building Lease:** We are in the process of developing options for moving forward.
15. **Michigan Natural Resources Trust Fund (MNRTF) Grant:** As reported previously, the County will be receiving \$300,000 from the MNRTF for replacement of a section of the Grass River Natural Area boardwalk - thanks to the efforts of Grass River Natural Area, Inc. We were in the beginning stages of starting another grant application to the MNRTF for improvements to Barnes Park, but unfortunately, Maddie Trezise, who was hired to keep things moving while James is serving on National Guard active duty, has taken another position and is leaving us. This development essentially renders us unable to get a Trust Fund Grant application in for this round.
16. **DNR Property:** The Administration office has sent a letter on behalf of the board requesting that the DNR transfer the 20-acre parcel at the confluence of Cedar and Intermediate Rivers. Initial response was positive, but this matter will be determined by both the DNR's Land Exchange Review Committee at their February 25 meeting and then ultimately the DNR Director. We will inform the board of future development with this parcel.

LAWSUITS:

17. **Lockard vs Antrim County:** Our attorney is looking at scheduling depositions in early May.
18. **Bailey vs Antrim County:** The case continues to reside with Court of Appeals. Briefs have been filed by all parties. Our attorney projects that oral arguments could be schedule for May or June.
19. **Zettel/Grainger vs Antrim County (State Mandated Foreclosure Process):** At the December 23 meeting the Board went into closed session regarding this lawsuit for an update. No new information is available at this time.
20. **Opioid Litigation:** Per Board of Commissioner action at the December 2 regular meeting the County has signed on to the settlement agreement with Janssen Pharmaceutical and three wholesale distributors. The deadline for municipalities to sign on has been extended to January 26, 2022. The goal is to get as close to 100% of local units signing on. I looked at the list of the municipalities that have and have not signed on as of yet, and it looks like a fairly high percent have signed on. The projected settlement amount is based on 100% participation and will decrease with lower participation.

CONTRACTS/AGREEMENTS: Reviewed by Civil Counsel and/or the County Administrator, approved by the Board of Commissioners, and tracked for future follow-up of expiration (where necessary):

21. Michigan Department of Environment, Great Lakes, and Energy (stream gauge)
22. Michigan Department of Transportation (ACT FY2023 contract clause certification)
23. ERG Environmental Services (household hazardous waste services)

POLICIES: Reviewed by Civil/Labor Counsel (when necessary) and/or the County Administrator, reviewed by elected officials and department heads, approved by the Board of Commissioners, and posted on the Antrim County website: NONE

CIVIL/LABOR COUNSEL REVIEWS: Matters sent within the past two weeks.

24. Cummins, Inc. – County building generator planned maintenance
25. Gosling Czubak – engineering services for GRNA boardwalk
26. Elmer's – repair washout of walking part at GRNA

QUESTIONS FROM THE BOARD OF COMMISSIONERS MEETING:

27. **January 20:** Chairman VanAlstine asked for input on the Building Department's online services. Building Official Mark Haynes indicates everything is going fairly smoothly. Some adjustment had to be made to better the process, but overall it has been a successful implementation. They are continuing to work on integrating building permitting. Due to the much more detailed permitting and fee structure, there is a lot that must be done to ensure a smooth process for the public.

COMMUNICATIONS, NOTES OF INTEREST:

28. **Public Information Meeting:** EGLE will be hosting a virtual public information meeting about the TCE plume at 6:00 on February 9. There is no cost to attend but they do ask that you register.
29. **MCAT Training:** Jeremy Scott, Deputy Administrator, took the Michigan Certified Assessing Technician (1) training and received certification.
30. **Upcoming Conferences:** The Michigan Association of Counties (MAC) will be holding its annual Legislative Conference beginning on March 21 and running through the 23rd in Lansing. The Deputy Administrator and I are both scheduled to attend. The Michigan Association of County Administrative Officers (MACAO) has scheduled its annual conference for May 24-27 at Crystal Mountain. We will both be attending that conference, as well.

REVENUE SCHEDULE 2022

NUMBER	ACCOUNT NAME	BUDGET	DEC	YTD RECEIVED
500.101	County Appropriation	209,192	0	\$0
569.000	State Funds	270,000	25,656	\$76,968
569.001	Federal Funds	105,000	0	\$0
569.001	Federal - CARES Act \$	105,000	80,072	\$80,072
638.001	Pass Revenue	13,000	1,225	\$3,417
638.001	Crystal Beach	2,500	372	\$1,013
638.001	FIA	200	0	\$0
638.001	Mancelona School	100	0	\$0
638.001	Misc. Special Fares	12,500	1,056	\$2,965
638.002	HeadStart	13,000	1,920	\$1,920
638.003	CMH	30,000	2,730	\$7,930
638.004	Net Sale of Fuel *	12,000	903	\$2,775
638.006	Net Sale of Maintenance **	7,000	160	\$3,003
638.007	Meadow Brook	30,000	1,725	\$3,855
638.008	Munson	34,000	0	\$3,195
638.009	Bellaire School	30,000	0	\$2,960
638.01	Misc. Revenue	30,000	0	\$17,591
638.011	Alba School	0	0	\$0
665.000	Interest Income	700	0	\$128
		904,192	115,819	\$207,792

* Figure based on gallons sold at .25 per gallon

** Figure based on labor only (\$40 per hr)

EXPENSE SCHEDULE 2022

FUND:	ACCOUNT NAME:	BUDGET:	DEC:	YTD EXP:	% EXP:
702.000	Salary, Director	75,000	9,851	21,045	28%
704.000	Wage, Secretary	29,000	3,271	7,652	26%
704.002	Wage, Dispatch	61,000	5,801	12,643	21%
705.000	Wage, FT Driver	0	0	0	#DIV/0!
706.000	Wage, Mechanic	60,192	6,646	14,824	25%
707-708	Wage, PT Driver	191,000	23,628	50,260	26%
714.000	Annuity	2,000	167	167	8%
715.000	FICA	32,000	3,776	8,117	25%
716.008	Hospitalization	100,000	8,010	19,922	20%
718.000	Retirement	65,000	7,421	16,187	25%
719.000	Fringe, AD&D	3,500	356	828	24%
721.000	Personal Leave	2,000	0	0	0%
722.000	Unemployment	0	0	0	#DIV/0!
724.000	Workers Comp	40,000	0	0	0%
727.000	Office Supply	3,500	685	881	25%
741.000	Operating Supply	2,500	148	539	22%
742.000	Uniforms	4,000	566	956	24%
805.000	Computer Serv.	3,000	149	149	5%
807.000	Dues & Subs.	1,900	0	150	8%
810.000	Audit	2,500	0	0	0%
841.000	Physicals	2,000	365	365	18%
851.000	Radio Maint.	6,500	4,146	6,334	97%
852.000	Postage	0	0	0	#DIV/0!
855.000	Telephone	2,000	161	495	25%
861.000	Travel	1,500	0	0	0%
862.000	Convention	1,500	0	0	0%
864.000	* Bus Parts	19,000	0	4,682	25%
864.005	Tires & Tubes	22,500	2,009	5,645	25%
865.000	* Gas & Oil	65,000	3,186	10,473	16%
901.000	Print & Publish	500	0	0	0%
911.001	Insurance	45,000	11,649	11,649	26%
921.000	Electric	8,000	410	712	9%
922.000	Natural Gas	6,000	688	783	13%
931.000	Plowing	5,500	849	849	15%
932.000	Building Maint.	40,000	1,739	10,927	27%
935.000	Trash Removal	1,100	88	264	24%
TOTAL:		904,192	95,765	207,498	23%

* Figures based on ACT expense only

MISCELLANEOUS REVENUE FISCAL YEAR 2022

October	\$8,200 – Sale of bus 409
	\$306.10 – Sold scrap material to J&J Auto Parts
	\$2,467 – Bus decal/Radio maintenance (bus parts/radio maint)
November	\$450 – Payment from BATA for advertisement on buses
	\$6167.50 – Decals/radio maintenance (bus parts/radio maint.)
December	None
January	
February	
March	
April	
May	
June	
July	
August	
September	

Timeframe: 1/13/22-1/12/22

1. Audit:

Completing audit work papers as available: cash, prepaid expense, tax revenue, tax receivable, deferred tax, accrued payroll, payroll liabilities, payroll expense, equity, and transfers complete. Reviewed and summarized all activity in inmate trust account for statement preparation. Reviewed all other activity in trust and agency fund

Capital assets, inventory, and other accrued expenses are in progress.

Met with several department heads regarding status of grants.

2. Following reports submitted:

- a. Airport monthly sales tax
- b. Airport quarterly sales tax
- c. MIDC quarterly report
- d. Victims Rights quarterly report
- e. Secondary Roads quarterly report

3. ARPA/Infrastructure

Attended webinar with Administration and Board Chair hosted by Senator Stabenow's office regarding infrastructure provisions. Most of the webinar was over the infrastructure bill. There are several broadband programs in the bill, including the Equity Access Program, which requires a 25% match, the Middle Mile Program, and the Reconnect Program, which is for private investment.

The webinar also highlighted several projects in the Great Lakes.

4. Firefighters Training Funding

Met with Leslie Meyers and Paul Fabiano from South Torch Lake Fire and Rescue regarding acting as a fiduciary for county firefighter training funding.

The state collects a fee from the sale of fireworks, which is deposited into the State's firefighter training fund. This is then disbursed to local governmental units, which act as a fiduciary and send to the firefighters. South Torch Lake FD would prepare all forms and issue checks, 1099's, etc. to trainers. The County would receipt the funds and remit to South Torch Lake FD.

I indicated that I didn't have any issues with the principle, but the County will need to review the contract and go to the board for approval.

5. Contract renewals:

Both the bond continuing disclosure and the cost allocation plan services expired as of FYE 12/31/21. Received and reviewed the proposed contract for renewal of the continuing disclosure and sent an RFP for the cost allocation plan to Maximus and MGT Consulting, which are the two primary firms providing CAP services. The continuing disclosure is typically submitted in June of each year, and the CAP is submitted in September.



Action Request to Board of Commissioners

Meeting Date: February 3, 2022

Department: Finance

Submitted By: Brad Rizzo

Reviewed and Approved By: Peter Garwood, Administrator

Agenda Item: Bendzinski Continuing Disclosure Contract

1. Action Request/Suggested Motion
To approve the attached agreement with Bendzinski & Co. for preparing and filing bond continuing disclosure requirements with the MSRB for the years ended December 31, 2022 to 2026.
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
Bendzinski & Co. have been completing the continuing disclosure on the County's bonds since at least the 2012 issuance. The SEC requires certain disclosures relating to the County annually, and several other items are on an as needed basis. I have a working knowledge of the SEC disclosure requirements, but I would not consider myself an expert. Most, if not all, other units of government use an advisor for filing these reports. I have checked the MSRB website for other similar governmental units, and all but one uses an advisor, including a unit with a CPA on staff. The annual filing requires both internally data, such as property tax information, and external data, such as the largest employers and approximate number of employees. Other required filings can be events in the County, or events in external organizations, such as the change in credit ratings of bond insurers.
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
To continue to have accurate and timely filings required by the bonds.
4. Financial – Budget-related information
There is no budget amendment necessary for this, as it has already been budgeted. The new proposal is for \$1,000 per year, which is the same amount as the prior agreement.
5. Legal Review
None – Finance has reviewed the current proposal and compared to the existing contract. There are no changes to the contract, except contract term.
6. Policy Implications
None
7. Plan – Timeline with who, what, where, and how
If approved, the contract will be signed and returned to Bendzinski as soon as possible. The filing deadline for the year ended December 31, 2021, is June 30, 2022.
8. Alternative Plan – What are the implications if failure to approve?
The County may seek out another municipal advisor. The only other major advisor finance is familiar with is MFCI. The County may also decide to insource this task. As stated above, I am familiar with the rules, but am not an expert on SEC requirements.
9. Attachments Included
Bendzinski & Co. proposal

Agreement to Provide for
Preparation of an Annual Information Statement
And to Act as Dissemination Agent for the
County of Antrim, Michigan

Whereas, the County of Antrim State of Michigan (the “Issuer”), in connection with the issuance of the Issuer’s \$13,600,000 General Obligation Limited Tax Bonds, Series 2012 (the “Bonds”) has, pursuant to the requirement of Rule 15c2-12 of the U.S. Securities and Exchange Commission (the “Rule”) entered into a Continuing Disclosure Undertaking (the “Undertaking”) dated June 27, 2012, to provide continuing disclosure pursuant to said Rule, which is attached hereto as Exhibit A and incorporated herein by reference; and

Whereas, this and any other outstanding Undertaking(s) which may require the Issuer to submit an Annual Information Statement and annual audited financial statement for each fiscal year ending after December 31.

Whereas the Issuer hereby determines that it is in their best interest to designate Bendzinski & Co. Municipal Finance Advisors (“Bendzinski & Co.”) to serve as their dissemination agent for the purpose of preparing an annual information statement and submitting same to the Municipal Securities Rulemaking Board (“MSRB”) through Electronic Municipal Market Access (“EMMA”), in accordance with the Undertaking, for the Bonds, any other outstanding Undertaking(s) and all future Undertaking(s) of the Issuer for the next five (5) years.

Now therefore be it resolved that:

1. The Issuer hereby agrees to appoint Bendzinski & Co. Dissemination Agent for the purpose of preparing the annual information statement and the submission of same to the MSRB through EMMA, in accordance with the rule and in accordance within the time requirements set forth in the Undertaking for the Bonds.
2. The Issuer agrees to provide, prior to the sale of any future bond issues and prior to its adoption copies of debt issuance documents including the Continuing Disclosure Undertaking(s) for review by Bendzinski & Co., so that Bendzinski & Co. may confirm that such future Undertaking(s) adequately meet the requirements of the Rule.
3. The Issuer agrees to provide all documents and proceedings required by the Rule or Undertaking(s) to Bendzinski & Co. within a reasonable time and at no cost therefore so that Annual Information Statement can be prepared.
4. It is expressly understood by all parties hereto that this Agreement related only to the preparation and submission of the Annual Information Statement to the MSRB through EMMA, if required, in accordance with the Rule and the time requirements set forth in the Undertaking(s), together with the

submission of the audited financial statements when such audited financial statements are made available to Bendzinski & Co. This agreement does not relate to the timely submission of reporting of significant events or the monitoring of such situations from time to time as may be necessary to comply with any notification requirements set forth in the Undertaking(s), which obligations shall remain and be the sole responsibility of the Issuer.

5. Bendzinski & Co. hereby agrees to commit its physical facilities and personnel to whatever extent necessary in order to fulfill its obligation under this Agreement in order to ensure that the Issuer is in compliance with the terms and conditions of the Undertaking(s) with respect to the Rule.
6. In consideration whereof, the Issuer hereby agrees to compensate Bendzinski & Co. the sum of \$1,000.00 annually for the first five (5) years, commencing with the fiscal year ending after December 31, 2022. Commencing with the Issuer's fiscal year ending after December 31, 2026, the parties agree to renegotiate an annual fee for such service that is mutually agreeable to both parties.
7. Should the Issuer, Prior to any annual filing of required information, offer for sale bonds of like security during any future fiscal year, and prepare an official statement which meets the requirements of the Rule, the annual fee due Bendzinski & Co. shall be waived for the Issuer for that reporting period.
8. For significant events requiring notice to the MSRB through EMMA in the Undertaking(s), the Issuer may retain the services of Bendzinski & Co. in accordance with the terms of this Agreement, and agrees to compensate Bendzinski & Co. for the services of its professional staff at the rate of \$175.00 per hour. The retention of Bendzinski & Co. under this section shall not relieve the Issuer of the timely submission of reporting of significant events as defined in Section 4 of this Agreement.
9. In addition to the fees set forth above, the Issuer agrees to reimburse Bendzinski & Co. for all travel and out-of-pocket expenses, duplicating costs, long-distance telephone expense and postage incurred at the request of and on behalf of the Issuer upon submittal of such changes.
10. This Agreement may be terminated by either party by thirty (30) days written notice directed to the other party. This section applies to both the initial five (5) year agreement as well as any extension thereof. Notice of termination shall be directed to the following addresses:

Robert J. Bendzinski, President
Bendzinski & Co. Municipal Finance Advisors
17000 Kercheval Ave. Suite 230, Grosse Pointe, MI 48230

Antrim County
Administration Office
PO Box 187
Bellaire, MI 49615

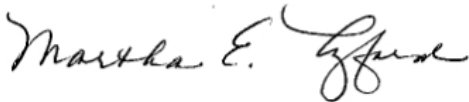
IN WITNESS THEREOF, the Issuer has caused this Agreement to be executed by its
_____ on this _____ st/th day of _____,
2022.

County of Antrim
State of Michigan

Witness

By _____
Its

Bendzinski & Co.
Municipal Finance Advisors



Witness



Robert J. Bendzinski, President
Registered Municipal Advisor